



City of Petersburg Virginia

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November 1, 2022 - City Council Work Session

November 1, 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

City Manager

John March Altman, Jr.

-
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. A request to hold a public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned property at 215 Jones Street South, parcel 023-280005.
 - b. A request to hold a public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC towards the sale of City-owned property at 323 West Street South, parcel ID 029-120016.
 - c. A request to hold a public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie Mitchell IV towards the sale of City-owned property at 357 University Blvd, parcel ID 010-150029.
 - d. A request for a public hearing on the consideration of an Ordinance to update the City's Floodplain Management Ordinance due to Federal Emergency Management Agency (FEMA) Mapping Update – Amendments to City Code Chapter 58; Article II – Floodplain Management.
 - e. A request to schedule a public hearing on the consideration of an Ordinance authorizing the City Manager to execute a 3 year lease agreement between Lending Point, LLC and the City of Petersburg for the Magistrates Office and Community Corrections currently located on the 3rd floor of 20 E Tabb Street, Petersburg, VA 23803.
 - f. A request to schedule a public hearing on November 15, 2022, for the consideration of FY2022-2023 Proposed Schools Operating Budget Supplement in the amount of \$8,431,315.
 - g. A request to schedule a public hearing on the expansion of Local Historic District regulations to individual properties listed on the National Register of Historic Places.

- h. Consideration of an appropriation of the FY22 Edward Byrne Memorial Grant (JAG) \$30,851 - 1st Reading
- i. Consideration of an appropriation of the Juvenile Justice and Delinquency Prevention Title II Grant of \$222,200 - 1st Reading
- j. Consideration of an appropriation of the FY23 Radiological Emergency Preparedness Program (REPP) Grant of \$2,100 - 1st Reading

6. Special Reports

- a. Presentation of proclamation designating November 12, 2022, as Sigma Gamma Rho Sorority, Inc Beta Xi Sigma Chapter's Day in the City of Petersburg.
- b. FY21 Annual Comprehensive Financial Report Presentation

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: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A request to hold a public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned property at 215 Jones Street South, parcel 023-280005.**

PURPOSE: To provide City Council with the details for the potential sale of 215 Jones Street South

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by the City Council on August 2, 2022

RECOMMENDATION: Staff recommend City Council makes a motion to approve the sale.

BACKGROUND: The Department of Economic Development received an application on October 6, 2022, from Willie Mitchell IV to participate in the auction on GovDeals to purchase City-owned property located at 215 Jones Street South which was a vacant residential lot. On October 11, 2022, at the conclusion of the auction, it was determined that Mr. Beasley was the highest bidder. He has submitted to staff the required documentation to prove he has the wherewithal to purchase the property. The proposed use of the property is to adjoin the property to his adjacent residential property located at 211 Jones Street South and maintain it as open space.

The proposed purchase price for the parcel is \$2950, which is 50% of the assessed value, \$5900. The purchaser will also pay all applicable closing costs.

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 215 Jones Street south is zoned R-3, two family residential district.

Address: 215 Jones Street South
Tax Map ID: 023-280005

Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/1/2022

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. 215 Jones Street South Ordinance
2. 215 Jones St pa
3. 215 Jones Street South
4. 215 Jones Street
5. 215 Jones Street South
6. Application

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned property at 215 Jones Street South, parcel ID 023280005

WHEREAS, the City of Petersburg has received a proposal from Harold Beasley to purchase the City-owned property at 215 New Street, Parcel ID: 02382005; and

WHEREAS, Harold Beasley owns the adjacent property located at 211 Jones Street South; and

WHEREAS, Harold Beasley 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 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 November 15, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with Harold Beasley toward the sale of City-owned property at 215 Jones Street South.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5900

Consideration: \$2950

Tax Map No: 023-280005

This Real Estate Purchase Agreement (the "Agreement") is dated November 15, 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, Harold Beasley, 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: 215 Jones Street South; Tax Map Number 023-280005 (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 two thousand nine hundred fifty dollars (\$2950) (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 hundred ninety five dollars (\$295.00), (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 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 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 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:

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

PURCHASER: Harold T. Bensky
By: Harold T. Bensky / Harold T. Bensky
Title: Land Owner
Date: 10/13/22

SELLER:

The City of Petersburg, Virginia

By: _____, March Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

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.

SELLER:

The City of Petersburg
March Altman
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

PURCAHSE:

Kurt T. Beasley / Kurt T. Beasley
1918 Tyler Rd
Petersburg VA 23805

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.

Petersburg, Virginia

Parcel: 023280005

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Folley Castle
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	215 JONES ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.093	City Ward:	5
Legal Description:	30.10X135	Polling Place:	Tabernacle Baptist Church
Subdivision:	Bishop	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:	Folley Castle	Elementary School:	Pleasants Lane
		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
	11/2/2006	\$10,100	2006/5604

Assessments

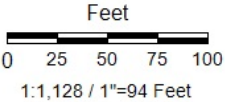
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

- County Boundaries
- Parcels



Parcel #: 023280005

Date: 10/19/2022

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.

Proposal to Purchase City-Owned Property



Purchaser										
Project Name	215 Jones Street South									
Property Address	215 Jones Street South									
Parcel Number	23280005									
Year Constructed										
Project Developer	Harold Beasley									
Contact Name										
Address	1918 Tyler Road						8046056011			
	Petersburg, VA									
Email	ladypc081@gmail.com									
Experience/Qualifications	homeowner									
Development Description	add to adjacent property									
Offered Purchase Price	\$2,950			Construction Costs			\$ -			
				Total Investment			\$ -			
Description of Financing (%)	self									
Community Benefit	improvements to area by maintenance of a vacant lot									
Due Diligence Period (days)	0									
Construction Start Date	Jan-00			Completion Date			Jan-00			
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	R3			Conformance			Yes			
Enterprise Zone	NA						Yes			
Rehab/Abatement	NA									
New Construction	NA									
Historic District										
Assessed Value	\$ 5,950.00			Appraised Value			\$ -			
City Revenue from Sale	\$ (3,000.00)						Date			
Projected Tax Revenue	Abatement			Year 1			Year 5			
Real Estate Tax	\$ -			\$ 75.57			\$ 377.83			
Personal Property Tax	\$ -			\$ -			\$ -			
Machinery and Tools Tax	\$ -			\$ -			\$ -			
Sales and Use Tax	\$ -			\$ -			\$ -			
Business License Fee	\$ -			\$ -			\$ -			
Lodging Tax	\$ -			\$ -			\$ -			
Meals Tax	\$ -			\$ -			\$ -			
Other Taxes or Fees	\$ -			\$ -			\$ -			
Total	\$ -			\$ 75.57			\$ 377.83			
Total Tax Revenue				\$ 75.57			\$ 377.83			
Waivers & Other Costs to the City				\$ -			\$ -			
City ROI (Revenue - Cost)	\$ -			\$ 75.57			\$ 377.83			
Staff Recommendation										
Last Use Public							Comm. Review Date			
Council Decision							Council Review Date			
Disposition Ord #							Ord Date			



Presentation for Council 215 Jones Street South Purchase Agreement Proposal



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
November 15, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Harold Beasley for the purchase of City-owned property located at 215 Jones Street South

Background



- Zoning – R3
- Acreage – .093
- Current Use- Vacant Residential Lot
- Proposed Use –open space
- Purchase Price-\$2950

Summary

- The Department of Economic Development, Planning and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Harold Beasley for the City-owned property located at 215 Jones Street South



City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Harold T. Beasley
Contact Address 1918 Tyler Rd Petersburg, Va. 23805
Contact Email Address lady.PC081@gmail.com
Contact Phone Number 804 605-6111

Property you wish to bid on:

Property Address 2155 Jones St Petersburg, Va. 23803

What is the intended use of the property:

Development Description-

I want it for country parking for my tenants at
2155 Jones St. this is the only parking my tenants have
had for 13 years.

Buyer Experience:

Please detail experience you have in development

No experience in development but I own 211 and 210
S. Jones and 654 Lawrence St the next street over. I do
have respect for this area and all city codes.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A request to hold a public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC towards the sale of City-owned property at 323 West Street South, parcel ID 029-120016.**

PURPOSE:

To provide City Council with the details for the potential sale of 323 West Street South

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by the City Council on August 2, 2022

RECOMMENDATION: Staff recommend City Council makes a motion to approve the sale.

BACKGROUND: The Department of Economic Development received an application from Amethyst Décor LLC on September 26, 2022 to participate in the auction on GovDeals to purchase City-owned property located at 323 West Street South which is currently a vacant lot. On October 11, 2022, at the conclusion of the auction, it was determined that Amethyst Décor, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop 1300 square feet single family residential dwellings with three bedrooms and two bathrooms.

The proposed purchase price for the parcel is \$8301, which is 112.17% of the assessed value, \$7400. The purchaser will also pay all applicable closing costs.

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 323 West Street South is zoned R-3, two family residential district.

Address: 323 West Street South

Tax Map ID: 029-120016

Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/1/2022

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. 323 West Street South Ordinance
2. 323 West Street South Purchase Agreement
3. 323 West Street South
4. 323 West Street South Assessment
5. 323 West Street South Presentation
6. Agenda Packet

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC for the sale of City-owned property at 323 West Street South, Parcel ID 029-120016

WHEREAS, the City of Petersburg has received a proposal from Amethyst Décor LLC to purchase the City-owned property at 323 West Street South, Parcel ID 029-120016: and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Amethyst Décor LLC accordance with the terms of the Purchase Agreement which Development Agreement must be approved by City Council by Resolution at its sole discretion within the due diligence period as outlined in the Purchase Agreement; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned residential 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 November 15, 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 Amethyst Décor LLC for the sale of City-owned property at 323 West Street South, Parcel ID 029-120016

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$7400

Consideration: \$8301

Tax Map No: 029120016

This Real Estate Purchase Agreement (the "Agreement") is dated November 15, 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, Amethyst Décor 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: 323 West Street South; Tax Map Number 029-120016 (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 eight thousand three hundred one dollar (\$8301) (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, eight hundred thirty dollars once cent (\$831.01), (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 November 15, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on November 15, 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 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 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

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

COPY TO:

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

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

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

25. **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: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By: _____, March Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 029120016

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:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	323 WEST ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.1	City Ward:	5
Legal Description:	50X87	Polling Place:	Tabernacle Baptist Church
Subdivision:	Stainback	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:		Elementary School:	Pleasants Lane
		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
	11/3/1976	\$95,000	637/181

Assessments

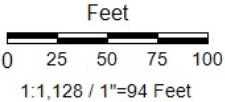
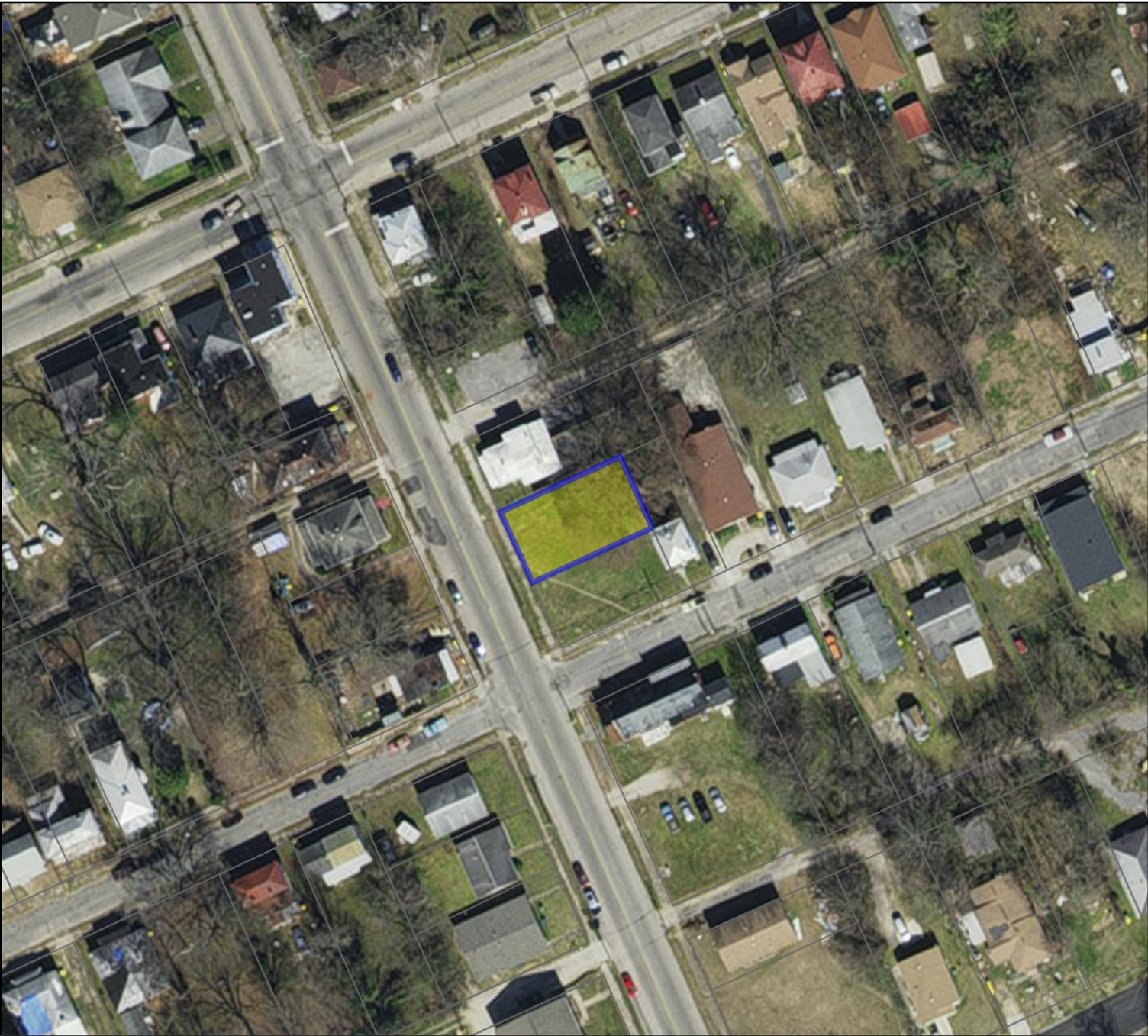
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,400

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

-  County Boundaries
-  Parcels



Parcel #: 029120016

Date: 10/19/2022

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.

Proposal to Purchase City-Owned Property



Purchaser										
Project Name	323 West Street South									
Property Address	323 West Street South									
Parcel Number	29120016									
Year Constructed										
Project Developer	Ray Lecky - Amethys Décor									
Contact Name										
Address	4306 Holland Plaza SC						757-232-0385			
Email	amethystdecor@gmail.com									
Experience/Qualifications	Developer									
Development Description	single family dwelling									
Offered Purchase Price	\$8,301			Construction Costs			\$		-	
				Total Investment			\$		-	
Description of Financing (%)	Financing									
Community Benefit	revitalize the community									
Due Diligence Period (days)	0									
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	R3			Conformance		Yes				
Enterprise Zone	NA					Yes				
Rehab/Abatement	NA									
New Construction	Yes									
Historic District										
Assessed Value	\$		7,400.00		Appraised Value		\$		-	
City Revenue from Sale	\$		901.00							
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20			
Real Estate Tax	\$	-	\$	93.98	\$	469.90	\$	469.90		
Personal Property Tax	\$	-	\$	-	\$	-	\$	-		
Machinery and Tools Tax	\$	-	\$	-	\$	-	\$	-		
Sales and Use Tax	\$	-	\$	-	\$	-	\$	-		
Business License Fee	\$	-	\$	-	\$	-	\$	-		
Lodging Tax	\$	-	\$	-	\$	-	\$	-		
Meals Tax	\$	-	\$	-	\$	-	\$	-		
Other Taxes or Fees	\$	-	\$	-	\$	-	\$	-		
Total	\$	-	\$	93.98	\$	469.90	\$	469.90		
Total Tax Revenue			\$	93.98	\$	469.90	\$	469.90		
Waivers & Other Costs to the City			\$	-	\$	-	\$	-		
City ROI (Revenue - Cost)	\$	-	\$	93.98	\$	469.90	\$	469.90		
Staff Recommendation										
Last Use Public					Comm. Review Date					
Council Decision					Council Review Date					
Disposition Ord #					Ord Date					



Presentation for Council 323 West Street South Purchase Agreement Proposal



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
November 15, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Amethyst Décor LLC for the purchase of City-owned property located at 323 West Street South

Background



- Zoning –R3
- Acreage – .1
- Current Use- Vacant Residential Lot
- Proposed Use –1300 square feet residential dwelling with three bedroom and two bathrooms
- Purchase Price-\$8301

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Amethyst Décor LLC for the City-owned property located at 323 West Street South



City of Petersburg Real Estate Application

Buyer Demographics

Contact Name RAY Lecky
Contact Address 4306 Holland Plaza SE Virginia Beach, VA 23452
Contact Email Address amethystdecor@gmail.com
Contact Phone Number 757-232-0385

Real Estate Information

Property Address 723 West St Petersburg
Parcel Number 029120016

Project Details

Development Description-

BUILD New Construction 3rd/2brth Home FITTING NEIGHBORHOOD

Construction Costs- 100,000

(Buyer agrees that construction of a residential home on the property must start within 9 months after the date of transfer on the deed and must be completed within 12 months after that date. The date of completion of construction under this term shall be the date that a certificate of occupancy has been issued for the home)

Description of Financing (%) - Hard Money/CAH

(Please note that proof of financial wherewithal to complete project will be required prior to the sale of property)

Community Benefit-

IMPROVE COMMUNITY BY PROVIDING QUALITY AND AFFORDABLE
RESIDENTIAL HOUSING.

Job Creation:

VARIOUS LOCAL TRADES INCLUDING BUT NOT LIMITED TO ELECTRICIAN,
PLUMBER, HVAC TECH.

Construction Timeline-

6 MONTHS

Buyer Experience

Please detail experience you have in development

OVER 10 years in REAL ESTATE DEVELOPMENT OVER 35 PROJECTS RANGING
FROM REHABILITATION OF PROPERTIES TO GROUND UP CONSTRUCTION.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org



REAL ESTATE SERVICES



REAL ESTATE
REDEFINED & REDESIGNED!



PROPERTY MANAGEMENT
YOU OWN IT, WE MANAGE IT



ONYX Realty
PROFESSIONALS

Executive Summary

Amethyst Décor LLC is a real estate investment LLC. Formed in 2012 with the goal of investing in residential real estate in the Hampton Roads area. In the last 10 years we have completed over 35 property rehabilitation/new construction projects. Through our latest partnership with Lowes Home Improvement, we have completed over 150 home improvement projects. With our current focus on land development for residential and commercial new construction in attractive areas where demand is high for affordable housing/ commercial rentals.

We have expanded to include subsidiary companies. Sapphire elite property management, which handles management of rental properties; over 25 properties under management in the Hampton Roads area. Onyx Realty professionals LLC is our full-service brokerage service to help clients in the purchase and sale of real estate; with over 15 million in volume of sales just in 2019.

It is our goal to be a one stop shop for all thing's real estate! Servicing the needs of consumers and investors. With Hampton Roads having one of the largest military insulations in the world and the vast collection of colleges within the state; it is a prime market for potential homeowners, renters, and investors alike. By utilizing personal investments, local investors, local banks, and asset-based lenders; we will continue to grow and expand our real estate services.

Objectives

- Continue to increase our rental property inventory to grow monthly cash flow.
- Grow our brokerage firm by adding productive real estate agents to go from \$15million to \$40 million in transaction volume yearly.
- Develop land for new construction residential homes and commercial real estate development.
- Provide real estate syndication projects giving opportunities to investors to earn annual returns.

Mission Statement

To grow and maintain a profitable company for members and investors, while providing stimulation to the local economy.

Keys to Success

Our company management is of military and real estate background. Our combined knowledge will play a vital role in understanding the needs of the local markets. With the company's level of market understanding, we have the ability to scale and become a prosperous real estate entity in Virginia.

Description of Business

Through Amethyst Décor we have purchased distressed properties, made improvements then rented those units for monthly cash flow into the company and or sold the rehabilitated property. The last 4 years we have focused on building new construction residential properties. We will also now expand to take on purchasing large apartments through real estate syndicating.

Sapphire elite property management handles the management of over 25 residential properties in the Hampton Roads area. Ranging from condos, single family, and multifamily properties. We offer service simple rent collections to more in-depth service of conducting quarterly interior inspections for property owners.

Onyx Realty Professionals is our full-service real estate brokerage. We help clients buy and or sell residential & commercial real estate. Currently licensed in VA, NC & GA over the last 2 years we have grown from an 8-agent team; to 60 agents producing throughout our licensed states. In only our second year as a brokerage we are on track to exceed \$100 million in transaction volume.

ONYX Realty Professionals, our mission is to always add value to the marketplace. We treat our clients, customers, and agents as family, consistently looking for ways to refine the home buying/selling experience with the best resources available.



Company Ownership/Legal Entity

Amethyst Décor is a limited liability company that is registered with the commonwealth of Virginia, on Oct2012. It is jointly owned and managed by members. President, Cavelle Mollineaux a graduate of Old Dominion University with a major in finance and minor in marketing. He has been an active real estate agent for the last 10years, with a class A construction license and real estate broker license. Vice president, Camille Mollineaux graduate of Duquesne University. She has experience in financial planning, bookkeeping and interior/exterior design. Chief operations officer, Rayaneel Lecky a military veteran, licensed

real estate broker, Class A contractor in residential building. With over 10 years of experience in property management, residential renovations, new construction, and project management.

Sapphire elite property management & Onyx Realty Professionals are also registered limited liability companies established in Virginia.

Management

Company management consists of 6 full time employees, 3 owner managers and over 15 preferred subcontractors for all companies. Together as a team our experiences include:

- Real estate sales and marketing
- Property management
- Debt management
- Economic & market trend analysis of real estate sales
- Counseling for real estate
- Real estate investing in passive and active markets
- Real estate contracting



These experiences were attained by working in private, public, and military establishments given the team a great understanding of the real estate industry and market. We actively build and use a team of professionals with experience in the real estate industry. The team includes attorneys skilled in real estate, mortgage bankers, private money lenders and a network of like-minded investors.

24 Month Project Resume

Property Address	Purchase	Rebah/Build Cost	Sale	Net Profit	Status/ Yr	Owned
603 Freedom Ave	\$75,000	\$95,000	\$240,000	\$48,400	Closed/22	Yes
420 Redbrick drive	\$171,000	\$120,000	\$365,000	\$41,150	Closed/22	Yes
1519 B Todds Lane	\$30,000	\$290,000	\$450,000	\$89,500	Closed/22	Yes
130 N 2nd street	\$70,000	\$90,000	\$225,000	\$44,750	Active/22	Yes
3919 Clifford street	\$67,000	\$64,000	\$180,000	\$32,800	Active/22	Yes
1307 Colebrook	\$75,000	\$90,000	\$225,000	\$39,750	Active/22	Yes
2529 Tidewater dr	\$25,000	\$160,000	\$270,000	\$60,700	Closed/21	Yes
8331 Hudgins Cir	\$45,000	\$190,000	\$329,000	\$67,680	Closed/20	Yes
8335 Hudgins Cir	\$45,000	\$190,000	\$343,000	\$80,560	Closed/20	Yes
2712 Lake Ridge				\$25,000	Closed/22	No
2616 Corprew Ave				\$30,000	Active/22	No
408 Gregory Street				\$40,000	Active/22	No
3604 Parr Ln				\$60,000	Active/22	No
3210 Dunbrook Ct				\$33,577	Closed/21	No
1407 Charleston Ave				\$46,183	Closed/21	No
4512 Miles Ave				\$56,164	Closed/21	No
1519 A Todds Lane				\$43,234	Closed/21	No
	\$603,000	\$1,289,000	\$2,627,000	\$839,448		

16 Photo Report

1519 Todds Lane Unit#B, Hampton, VA 23666, Hampton VA

MLS#: [10435718](#)

Type: Contemp

Ownership: Simple

Mo. HOA/POA Fees: \$0

Area: 105 - Hampton Mercury North

Subdivision: 995 - ALL OTHERS AREA 105

Neighborhood:

Parcel ID: 4002289

Sold

Price: \$450,000

Rooms: 7

Stories: 2.0

Bedrooms: 4

F/H Baths: 3 / 1

Appx SqFt: 2,690

Year Built: 2022

Pool: No Pool

Acres:

Fence Desc: None

Floors: Carpet, Laminate

Parking: Garage Att 2 Car, Driveway Spc

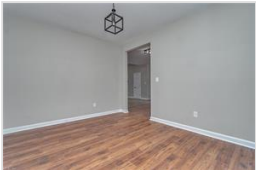
Interior Feat: Cathedral Ceiling, Primary Sink-Double, Pull Down Attic Stairs, Walk-In Closet

Exterior Feat: Deck

Other Rooms: 1st Floor Primary BR, Attic, Breakfast Area, Foyer, PBR with Bath, Office/Study, Pantry, Porch, Utility Closet

Appliances: Dishwasher, Disposal, Microwave, Range-electric, Refrigerator

Listed By: ONYX Realty Professionals LLC



Remarks

Make it a short day and come see this gorgeous NEW CONSTRUCTION home located on an oversized lot. This home features an open living area with 4 bed 3 1/2 bath, 2 primary bedrooms with ensuite baths, stainless steel appliances, walk-in closets, deck off of living area, an attached 2 car garage, and many more features. Conveniently located near military bases, shopping, dining, entertainment, and I-64. *virtually staged*

Search Criteria

Street Number Search is 1519

Address Street Name is like 'todd*'

Selected 1 of 5 results.

16 Photo Report

3919 Clifford Street, Portsmouth, VA 23707, Portsmouth VA

Pending
Price: \$180,000

MLS#:
Style:
Type:
Ownership:
Mo. HOA/POA Fees:

10452624
Ranch
Detached
Simple
\$0

Area:
Subdivision:
Neighborhood:
Parcel ID:

21 - Central Portsmouth
060 - WESTHAVEN

0316-0020

Rooms:
Stories:
Bedrooms:
F/H Baths:
Appx SqFt:

4
1.0
2
2 / 0
850

Year Built:
Pool:
Acres:
Fence Desc:
Floors:

1941
No Pool

Back Fenced
Ceramic, Laminate

Parking:
Interior Feat:
Exterior Feat:
Other Rooms:
Appliances:

Unit Gar, Driveway Spc, Street
Walk-In Attic, Walk-In Closet

Dishwasher, Dryer Hookup, Microwave, Range-electric,
Refrigerator, Washer Hookup

Listed By:

ONYX Realty Professionals



Remarks

Come check out this beautifully renovated home. New roof, windows, granite countertops, fresh paint vinyl flooring, tile, plumbing, fixtures, appliances and an upgraded electrical panel. Nice size backyard with a detached garage. This home is in a quiet neighborhood of Portsmouth and close to many shops, restaurants, and the interstate! This one won't last long! Schedule your showing today!

Search Criteria

Street Number Search is 3919
Address Street Name is like 'clifford*'
Selected 1 of 2 results.

CODE DATA	CODE REFERENCE: VRC 2018 & USBC 2018
OCCUPANCY GROUP	R-5
CONSTRUCTION TYPE	5B
WIND LOAD	120 MPH
ASCE-7, 3 SEC GUST	EXPOSURE B
SOIL BEARING VALUE	500 PSI

GENERAL CONSTRUCTION NOTES	DESIGN LOADS	LIVE LOADS	DEAD LOADS
1) IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE ALL WORK, INCLUDING STRUCTURAL, ARCHITECTURAL, PLUMBING, MECHANICAL AND ELECTRICAL, IN ACCORDANCE WITH 2018 VIRGINIA AND OTHER APPLICABLE CODES.	LIVING AREAS	40 PSF	10 PSF
	SLEEPING AREAS	30 PSF	10 PSF
	CEILING JOIST	20 PSF	10 PSF
	ROOF AREAS	30 PSF	10 PSF
	LIMITED STORAGE	30 PSF	7 PSF

2) THE CONTRACTOR MUST REVIEW THE DRAWINGS PRIOR TO CONSTRUCTION. IF THERE IS A DISCREPANCY OR THESE DRAWINGS APPEAR DOUBTFUL, THE CONTRACTOR MUST STOP WORK IMMEDIATELY AND CONSULT WITH THE ARCHITECT OR ENGINEER PRIOR TO PROCEEDING.

3) PLANS DO NOT HAVE ARCHITECTS OR ENGINEER

4) THE CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO ORDERING ANY MATERIAL OR STARTING CONSTRUCTION.

5) THE CONTRACTOR TO MATCH EXISTING LEVELS AND MAKE ALL FIELD ADJUSTMENTS FOR UNFORESEEN CONDITIONS.

PLAN TYPE:
Proposed
NEW CONSTRUCTION

ADDRESS:
118 WEST ST.
PETERSBURG, VA.
23803

COMMENTS:

COVER SHEET

DESIGNED BY:
GOLDENKEYES,LLC
757) 377-9094



Our Golden Rule is to get your Plans Approved

Golden Keyes,LLC

SQUARE FOOTAGE
TOTAL LIVING SPACE: 1,324

ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

ARCHITECTURAL DESIGN

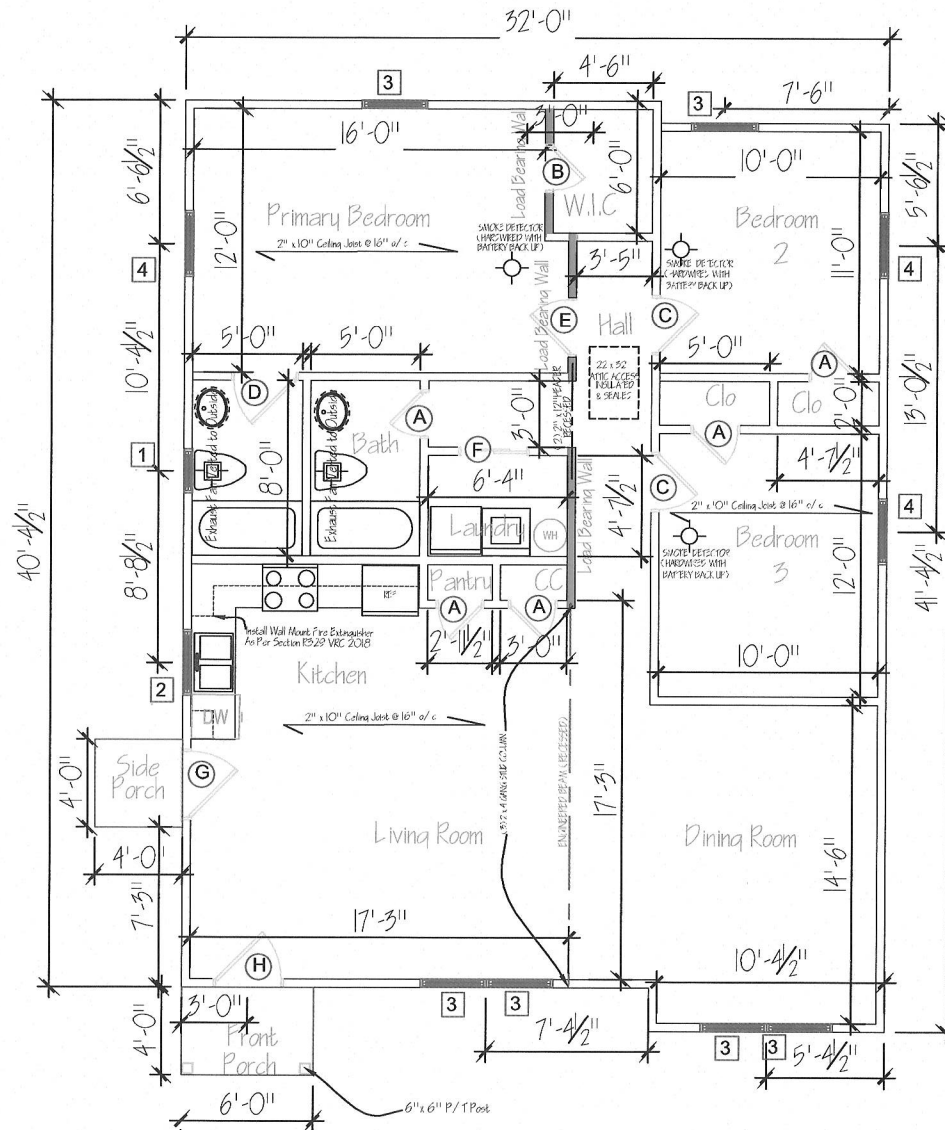
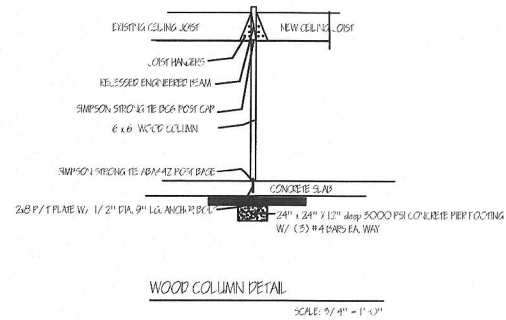
NEW CONSTRUCTION

118 WEST ST.
PETERSBURG, VIRGINIA 23803

11/6

OT

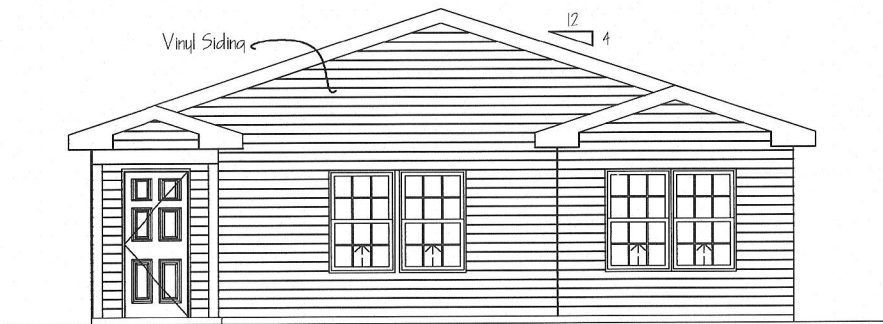
DOOR SCHEDULE			WINDOW SCHEDULE	
(A)	2'-0"x6'-8"	INTERIOR	1	2'-0" x 2'-0" Single Hung
(B)	(2)2'-8" Header		2	(2)2'-10" Header UFACTOR 0.32
(C)	2'-0"x6'-8"	INTERIOR	3	2'-8" x 3'-0" Single Hung
(D)	(2)2'-10" Header		4	(2)2'-10" Header UFACTOR 0.32
(E)	2'-6"x6'-8"	INTERIOR	3	2'-8" x 4'-8" Single Hung
(F)	(2)2'-8" Header		4	(2)2'-10" Header UFACTOR 0.32
(G)	2'-10"x6'-8"	INTERIOR		
(H)	(2)2'-10" Header			
(I)	2'-0"x6'-8"	EXTERIOR		
(J)	(2)2'-10" Header			



THESE PLANS AND PLANS SHOWN
HEREIN ARE THE PROPERTY OF
GOLDEN KEYES, LLC. NO PART
OF THESE PLANS SHALL BE
REPRODUCED OR TRANSMITTED
IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT
PERMISSION OF THE OFFICE.

ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

FLOOR PLAN	9/29/22	NEW CONSTRUCTION 116 WEST ST. PETERSBURG, VIRGINIA 23803
2/6		



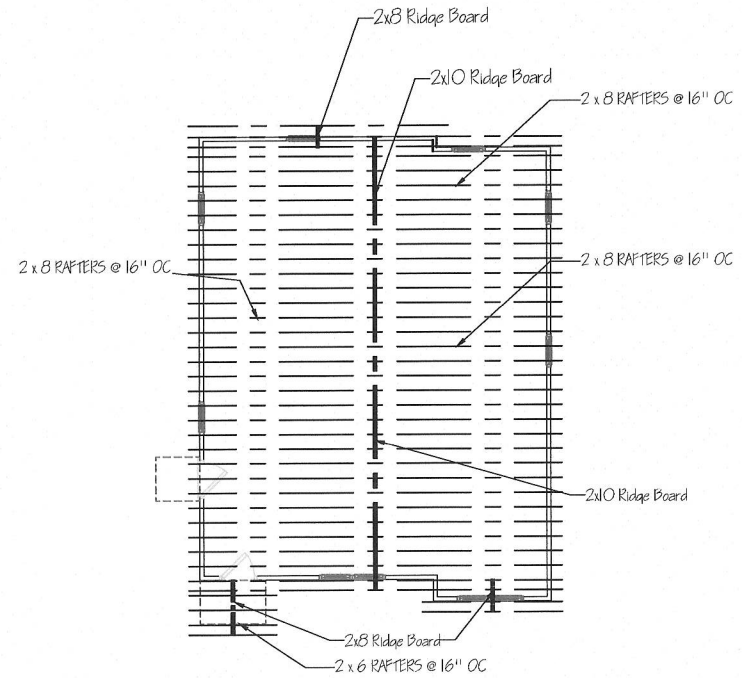
Front Elevation

Scale: 1/4" = 1'-0"



Rear Elevation

Scale: 1/4" = 1'-0"



Proposed Roof Framing Plan

Scale: 1/8" = 1'-0"

THE DESIGN AND CONSTRUCTION OF THIS PROJECT ARE THE PROPERTY OF GOLDEN KEYES, LLC. NO PART OF THIS PROJECT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION OF THE OFFICE.

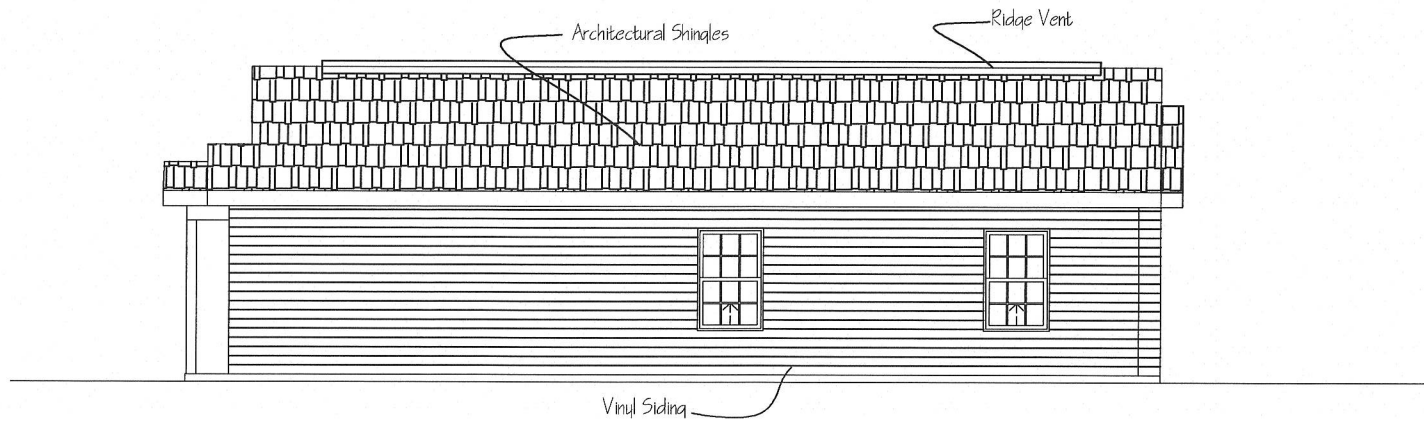
ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

FLOOR PLAN

9/29/22

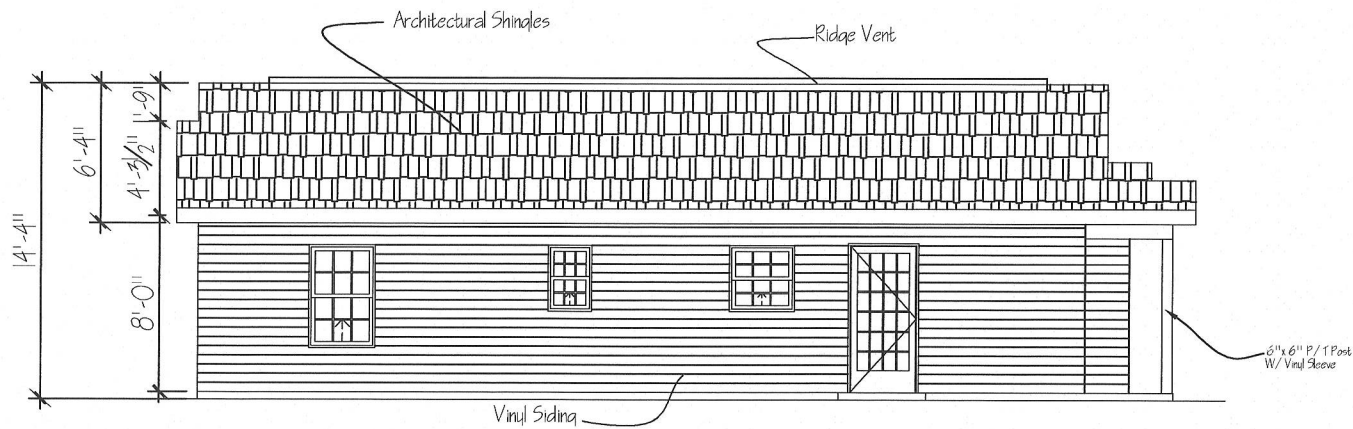
NEW CONSTRUCTION
 118 WEST ST.
 PETERSBURG, VIRGINIA 23803

3/6



Right Side Elevation

Scale: 1/4" = 1'-0"



Left Side Elevation

Scale: 1/4" = 1'-0"

THESE PLANS ARE PREPARED BY A PROFESSIONAL ARCHITECT AND ARE THE PROPERTY OF GOLDEN KEYES, LLC. THESE PLANS SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

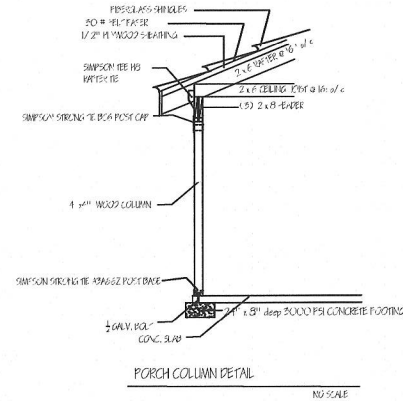
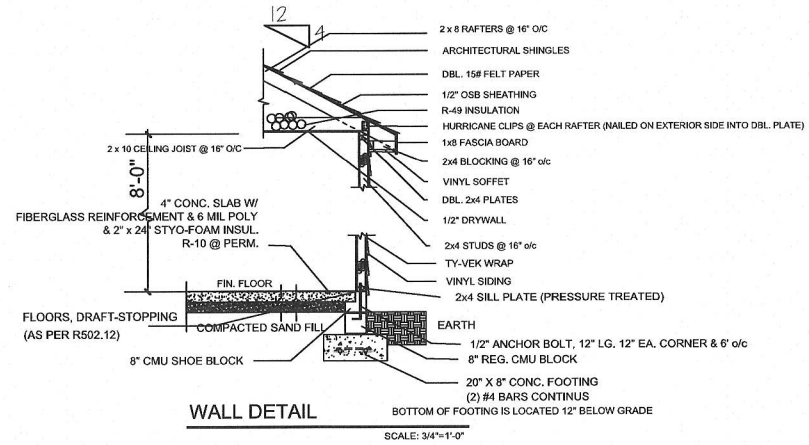
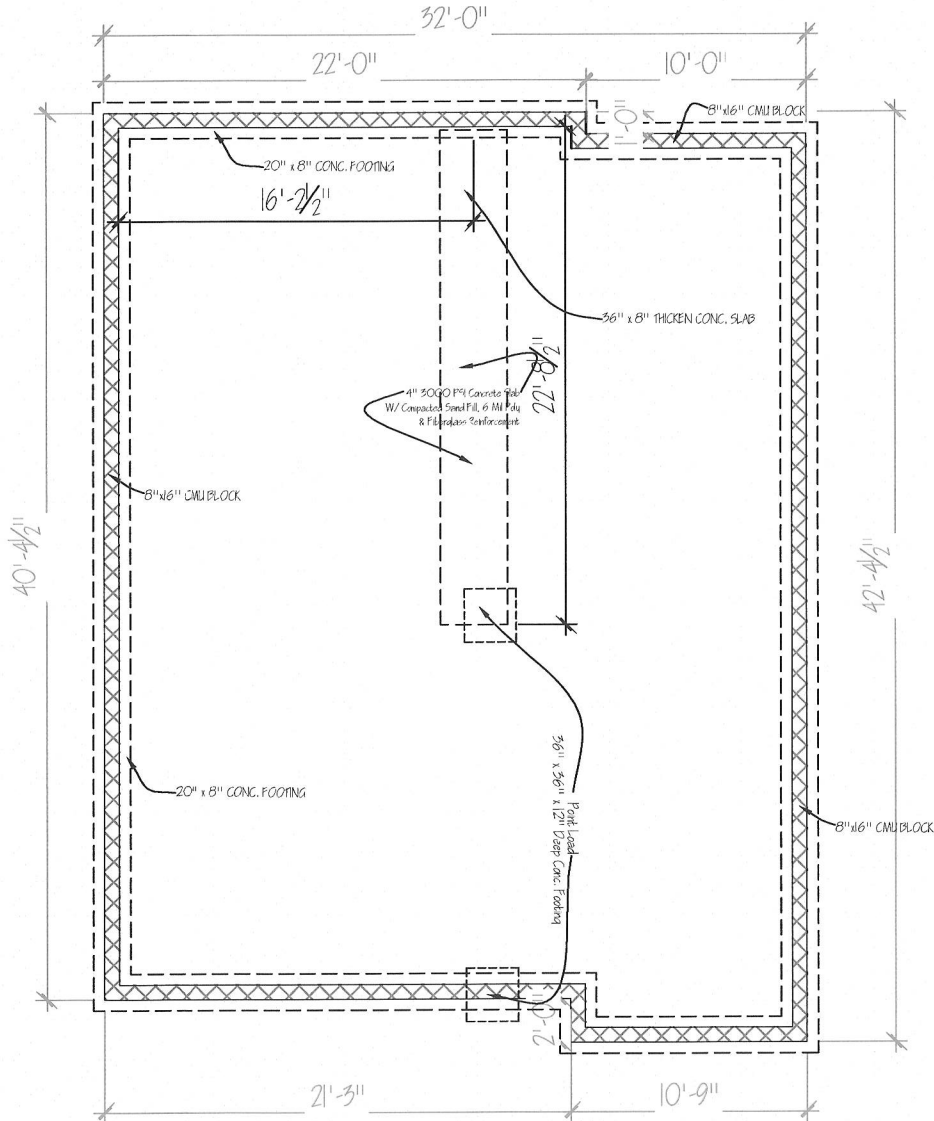
ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

FLOOR PLAN

9/29/22

NEW CONSTRUCTION
 116 WEST ST.
 PETERSBURG, VIRGINIA 23803

4/6



THE DESIGN AND PLANS SHOWN HEREIN ARE THE PROPERTY OF ALISHA STEVENSON GOLDEN KEYES, LLC. NO PART OF THIS PROJECT OR ANY OF THE CONTENTS HEREOF SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION OF THE DESIGNER.

**ALISHA STEVENSON
GOLDEN KEYES, LLC**
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

FLOOR PLAN
9/29/22
NEW CONSTRUCTION
118 WEST ST
PETERSBURG, VIRGINIA 22605

5/6

Classic Wall Bracing Worksheet
per 2018 Virginia Residential Code Section R602.10

Ultimate Wind Speed (mph)										120																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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REAL ESTATE
REDEFINED & REDESIGNED

Amethyst Decor LLC

4306 Holland Plaza Shopping Center • Virginia Beach, VA 23452 • Phone: 757-278-3945

AMETHYST DECOR LLC

Phone: 7572783945

Print Date: 10-13-2022

Proposal for Petersburg

Items	Description	Qty/Unit	Unit Price	Price
Permit 1010 - Building permits		1	\$1,000.00	\$1,000.00
Building Plan 1110 - Blueprints		1	\$1,500.00	\$1,500.00
Site Plan 1120 - Surveys		1	\$2,000.00	\$2,000.00
Site Clearing 1210 - Lot clearing		1	\$2,500.00	\$2,500.00
Sewer System 1450 - Sewer system		1	\$0.00	\$0.00
Footers, block interior post 2100 - Footings and foundation		1	\$10,000.00	\$10,000.00
Windows 3300 - Windows		11	\$400.00	\$4,400.00
Siding 3400 - Exterior siding		1	\$8,000.00	\$8,000.00
Framing and roof trusses 3550 - Framing		1	\$25,000.00	\$25,000.00
Rough in 3610 - HVAC—rough		1	\$6,000.00	\$6,000.00
Rough in		1	\$6,000.00	\$6,000.00

3720 - Plumbing—rough

Rough in 3810 - Electrical—rough	1	\$6,000.00	\$6,000.00
Roof 4100 - Roofing material	1	\$4,000.00	\$4,000.00
Doors 4300 - Exterior doors	1	\$1,000.00	\$1,000.00
Exterior Hardware 4300 - Exterior doors	1	\$150.00	\$150.00
Garage Door 4350 - Garage door	1	\$0.00	\$0.00
Insulation 4400 - Insulation	1	\$3,500.00	\$3,500.00
Sheet Rock, knockdown 5100 - Drywall	1	\$4,000.00	\$4,000.00
Door and Trim 5200 - Interior trim material	1	\$2,000.00	\$2,000.00
Labor 5250 - Interior trim labor	1	\$0.00	\$0.00
Interior Paint and Labor 5300 - Painting—interior	1	\$2,500.00	\$2,500.00
Cabinets 5400 - Cabinets, countertops vanities	1	\$5,000.00	\$5,000.00
Install labor 5510 - Ceramic tile	1	\$1,000.00	\$1,000.00
Laminate and lvp labor 5520 - Special flooring	1	\$5,000.00	\$5,000.00
Including carpet/padding 5520 - Special flooring	1	\$0.00	\$0.00
Final 5700 - HVAC—final	1	\$3,000.00	\$3,000.00
Final 5710 - Plumbing—final	1	\$3,000.00	\$3,000.00

Final 5730 - Electrical—final	1	\$3,000.00	\$3,000.00
Driveways 6300 - Driveways	1	\$5,000.00	\$5,000.00
Silt fence 6490 - Fences	1	\$500.00	\$500.00
Landscaping, grading, seeding 6600 - Landscaping	1	\$1,500.00	\$1,500.00
-- 5630 - Appliances	1	\$3,000.00	\$3,000.00

Total Cost: \$119,550.00

Total Price: \$119,550.00

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

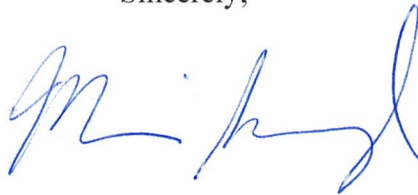
Rock Harbor Group, LLC
615 SE 10th Street
Deerfield Beach, FL 33441
(954)428-1134

September 27, 2022

To Whom It May Concern:

This letter is to inform you that Amethyst Décor LLC has a line of credit up to \$300,000 with Rock Harbor Group LLC to purchase and renovate. Rock Harbor Group, LLC is a private equity lender. Any offer Amethyst Décor LLC writes up is essentially a cash offer deal.

Sincerely,



Marci Siegel
Account Manager



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: A request to hold a public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie Mitchell IV towards the sale of City-owned property at 357 University Blvd, parcel ID 010-150029.

PURPOSE: To provide City Council with the details for the potential sale of 357 University Boulevard

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by the City Council on August 2, 2022

RECOMMENDATION: Staff recommend City Council makes a motion to approve the sale.

BACKGROUND: The Department of Economic Development received an application on August 22, 2022, from Willie Mitchell IV to participate in the auction on GovDeals to purchase City-owned property located at 357 University Blvd which was a vacant residential dwelling. On September 12, 2022, at the conclusion of the auction, it was determined that Mr. Mitchell was the highest bidder. He has submitted to staff the required documentation to prove he has the wherewithal to purchase the property and renovate the dwelling. The proposed use of the property is to renovate the residential dwelling and sale at market rate.

The proposed purchase price for the parcel is \$38,500, which is 73.33% of the assessed value, \$52,500. The purchaser will also pay all applicable closing costs.

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 357 University Blvd is zoned R-3, two family residential district.

Address: 357 University Blvd

Tax Map ID: 010-150029

Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/1/2022

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. 357 University Blvd Ordinance
2. Purchase Agreement
3. 357 University Blvd map
4. 357 University Blvd
5. 357 University Blvd
6. City of Petersburg Real Estate Application

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie H. Mitchell IV for the sale of City-owned property at 357 University Blvd, Parcel ID 010-150029

WHEREAS, the City of Petersburg has received a proposal from Willie H. Mitchell IV to purchase the City-owned property at 357 University Blvd, Parcel ID 010-150029: and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Amethyst Décor LLC accordance with the terms of the Purchase Agreement which Development Agreement must be approved by City Council by Resolution at its sole discretion within the due diligence period as outlined in the Purchase Agreement; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned residential 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 November 15, 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 Willie H. Mitchell IV for the sale of City-owned property at 357 University Blvd, Parcel ID 010-150029

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$52,500

Consideration: \$38,500

Tax Map No.: 010150029

This Real Estate Purchase Agreement (the "Agreement") is dated October 18, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first party, Willie H. Mitchell IV, 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: 357 University Boulevard, Petersburg VA 23803; Tax Map Number 010150029 (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 eight thousand five hundred (\$38,500) (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 eight hundred fifty dollars (\$3,850), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 October 18, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on October 18, 2022. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.
- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at (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,

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
March Altman
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:

Willie H. Mitchell IV
21020 Penmar Dr
South Chesterfield, 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. **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: Willie H Mitchell ID

By: _____

Title: _____

Date: 09/22/22

SELLER:

The City of Petersburg, Virginia

By: _____, March Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 010150029

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Old Towne
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	357 UNIVERSITY BLVD Petersburg , VA	Congressional District:	4
Legal Acreage:	.112	City Ward:	5
Legal Description:	LT JTITUS ESTATE PLAT	Polling Place:	Tabernacle Baptist Church
Subdivision:	Titus	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8103
Local Historic District:	Old Towne	Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):	1,944	Shed:	
Basement:		Total Rooms:	10
Attached Garage:		Bedrooms:	4
Detached Garage:		Full Baths:	2
Enclosed Porch:		Half Baths:	
Open Porch:	484	Foundation:	CR
Deck/Patio:		Central A/C:	100%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
BLANDDELORES	5/12/2016	\$40,000	2016/1176
JOHNSON EDDIE R	12/12/2011	\$0	2011/587

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	\$15,100	\$15,100	\$15,100	\$15,100	\$15,100
Improvement Value	\$55,400	\$55,400	\$55,400	\$55,400	\$37,400
Total Value	\$70,500	\$70,500	\$70,500	\$70,500	\$52,500

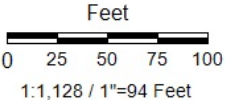
Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as County of Petersburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Petersburg, Virginia

Legend

- County Boundaries
- Parcels



Parcel #: 010150029

Date: 10/19/2022

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.

Proposal to Purchase City-Owned Property



Purchaser			
Project Name	357 University Blvd		
Property Address	357 University Blvd		
Parcel Number	10150029		
Year Constructed			
Project Developer	Willie Mitchell		
Contact Name			
Address	21020 Penmar Dr South Chesterfield		254-412-8605
Email	willmitchIV@gmail.com		
Experience/Qualifications	renovated personal home before		
Development Description	renovate residential dwelling that is currently located on the property and sale at market rate		
Offered Purchase Price	\$38,500	Construction Costs \$	180,000.00
		Total Investment \$	-
Description of Financing (%)	Financing		
Community Benefit	revitalize the community		
Due Diligence Period (days)	120		
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		Yes	No	
Comp Plan Land Use		Conformance	Yes		
Zoning	R3	Conformance	Yes		
Enterprise Zone	NA		Yes		
Rehab/Abatement	Yes				
New Construction					
Historic District					
Assessed Value	\$ 52,500.00	Appraised Value	\$ -	Date	
City Revenue from Sale	\$ (14,000.00)				
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20	
Real Estate Tax	\$ -	\$ 666.75	\$ 3,333.75	\$ 3,333.75	
Personal Property Tax	\$ -	\$ -	\$ -	\$ -	
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -	
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -	
Business License Fee	\$ -	\$ -	\$ -	\$ -	
Lodging Tax	\$ -	\$ -	\$ -	\$ -	
Meals Tax	\$ -	\$ -	\$ -	\$ -	
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ 666.75	\$ 3,333.75	\$ 3,333.75	
Total Tax Revenue		\$ 666.75	\$ 3,333.75	\$ 3,333.75	
Waivers & Other Costs to the City		\$ -	\$ -	\$ -	
City ROI (Revenue - Cost)	\$ -	\$ 666.75	\$ 3,333.75	\$ 3,333.75	
Staff Recommendation					
Last Use Public			Comm. Review Date		
Council Decision			Council Review Date		
Disposition Ord #			Ord Date		



Presentation for Council 357 University Boulevard Purchase Agreement Proposal



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
November 15, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Willie Mitchell IV for the purchase of City-owned property located at 357 University Boulevard

Background



- Zoning – R3
- Acreage – .112
- Current Use- Vacant Residential Structure
- Proposed Use –renovate existing structure for sale at market rate
- Purchase Price-\$38,500

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Willie Mitchell IV for the City-owned property located at 357 University Boulevard



City of Petersburg Real Estate Application

Buyer Demographics

Contact Name Willie H. Mitchell IV
Contact Address 21020 Penmar Dr. South Chesterfield, VA 23803
Contact Email Address willmitchiv@gmail.com
Contact Phone Number 254-412-8605

Real Estate Information

Property Address 357 University BLVD
Parcel Number 010150029

Project Details

Development Description-

I will restore this home back into a beautiful single family home. This property sold at market rate will provide housing for a family as well as increase property value in the area and help beautify Petersburg

Construction Costs- \$180,000

(Buyer agrees that construction of a residential home on the property must start within 9 months after the date of transfer on the deed and must be completed within 12 months after that date. The date of completion of construction under this term shall be the date that a certificate of occupancy has been issued for the home)

Description of Financing (%) - Mortgage Lender

(Please note that proof of financial wherewithal to complete project will be required prior to the sale of property)

Community Benefit-

I plan to restore the residence back into a payroll tax property. Once restored, this home will help eliminate blight in Petersburg.

Job Creation:

opportunities to employ contractors, subcontractors

Construction Timeline-

8 months

Buyer Experience

Please detail experience you have in development

My wife and I oversaw the renovations of our home utilizing a 203k renovation loan. We facilitated a beautiful transformation to our home from a dated ranch style home to a warm and updated retreat for our family.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager
Tangela Innis, Deputy City Manager

FROM: Paul Johnson

RE: **A request for a public hearing on the consideration of an Ordinance to update the City's Floodplain Management Ordinance due to Federal Emergency Management Agency (FEMA) Mapping Update – Amendments to City Code Chapter 58; Article II – Floodplain Management.**

PURPOSE: New Flood Insurance Rate Maps (FIRMs) have been issued by FEMA. With these FIRM Updates, the City's Floodplain Management Ordinance will have to be revised to reflect the new effective date – December 15, 2022 – along with other updates and revisions needed to bring the ordinance into compliance with current FEMA National Flood Insurance Program (NFIP) requirements.

REASON: To ensure that the City complies with all community floodplain management requirements associated with the NFIP; and to comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and consideration of an amendment to the City Code, Chapter 58; Article II – Floodplain Management.

BACKGROUND: As a participating community in FEMA's National Flood Insurance Program, the City of Petersburg is responsible for implementing certain floodplain management measures, which include maintaining the community's Flood Insurance Rate Maps and adopting any map updates issued prior to the effective date as provided by FEMA. The Virginia Department of Conservation and Recreation (DCR) is also responsible for assisting NFIP communities meet FEMA's floodplain management requirements. As part of the overall FIRM map update process, DCR also performed a review of the City's Floodplain Management Ordinance and provided comments for amending the ordinance to comply with current NFIP requirements. These amendments, along with the effective date for the new FIRMs, have been included in the attached proposed ordinance. In order for the City of Petersburg to continue to participate as a member of the NFIP and avoid suspension, the City must adopt a floodplain management ordinance that meets or exceeds NFIP requirements and request approval from the FEMA Regional Office by the effective date, December 15, 2022. DCR has also provided an additional (internal) deadline of November 30, 2022 to allow additional time for FEMA to review the submittal and for the City to make any potential revisions associated with that review.

Furthermore, as part of the Floodplain Management Ordinance review, DCR also provided the opportunity and encouraged the City to enact “higher standards” for floodplain management (beyond the minimum requirements) for consideration during this process. Of the options DCR presented to the City, one higher standard was deemed feasible to consider at this time: prohibiting future manufactured home placement in the Special Flood Hazard Area (SFHA). The ordinance revisions needed to implement this higher standard have also been included in the attached proposed ordinance; the other options for higher standards will need to be studied further to determine the associated ramifications, and may be considered at a later date.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/1/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Federal Emergency Management Agency (FEMA), Virginia Department of Conservation and Recreation (DCR)

AFFECTED AGENCIES: Department of Public Works and Utilities, Department of Neighborhood Services

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Proposed Ordinance Amending City Code Chapter 58; Article II

Chapter 58 FLOODS¹

¹Cross reference(s)—Buildings and building regulations, ch. 22; environment, ch. 50; health and sanitation, ch. 62; planning, ch. 82; streets, sidewalks and other public places, ch. 98; subdivisions, app. A; utilities, ch. 114; waterways, ch. 122; zoning, app. B.

State law reference(s)—Flood Damage Reduction Act, Code of Virginia, § 10.1-600 et seq.

ARTICLE I. IN GENERAL

Secs. 58-1—58-30. Reserved.

ARTICLE II. FLOODPLAIN MANAGEMENT²

²Editor's note(s)—Ord. No. 11-09, adopted January 18, 2011, amended Article II in its entirety to read as herein set out. Former Article II, §§ 58-31—58-37, 58-56—58-59, 58-76, 58-77, 58-96—58-98, 58-116, 58-136—58-138, 58-156—58-158, 58-176 pertained to similar subject matter, and derived from Code 1981, §§ 13.5-1—13.5-7, 13.5-19—13.5-22, 13.5-34, 13.5-35, 13.5-41—13.5-43, 13.5-50, 13.5-67—13.5-73.

DIVISION 1. GENERALLY

Sec. 58-31. Purpose.

This article is adopted pursuant to the authority granted to localities by chapter ~~6-22~~ of title ~~10-115.2~~ of the Code of Virginia ~~Flood Protection and Dam Safety~~ (Va. Code § ~~10-115.2-600-2280~~ et. seq.) The purpose of these provisions is to prevent the loss of life and property, the creation of health and safety hazards, the disruption of commerce and governmental services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief, and the impairment of the tax base by:

- (1) Regulating uses, activities and development which, acting alone or in combination with other existing or future uses, activities and development, will cause unacceptable increases in flood heights, velocities and frequencies.
- (2) Restricting or prohibiting certain uses, activities and development from locating within areas subject to flooding.
- (3) Requiring all those uses, activities and developments that do occur in floodprone areas to be protected and floodproofed against flooding and flood damage.
- (4) Protecting individuals from buying lands and structures which are unsuited for intended purposes, because of flood hazards.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-32. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

Base flood means a flood that, on the average, is likely to occur once every 100 years (i.e., that has a one percent chance of occurring each year, although such a flood may occur in any year).

Base flood elevation means the Federal Emergency Management Agency designated 100-year water surface elevation. The water surface elevation of the base flood in relation to the datum specified on the community's flood insurance rate map. For the purposes of this article, the 100-year flood or one percent annual chance flood.

Basement means any area of the building having its floor sub-grade (below ground level) on all sides.

Crater Regional Building Code Board of Appeals means the board appointed to review appeals made by individuals with regard to decisions of the building official and/or ~~zoning-floodplain~~ administrator in the interpretation of this article.

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, the placement of manufactured homes, streets and other paving, utilities, filling, grading, excavation, mining, dredging, drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing manufactured home park/subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 18, 1990.

Expansion to an existing manufactured home park/subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads), and is strictly prohibited in the Special Flood Hazard Area.

Flood or flooding means:

- (1) A general or temporary condition of partial or complete inundation of normally dry land areas from:
 - (a) The overflow of inland or tidal waters; or,
 - (b) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (c) Mudflows which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (2) The collapse or subsistence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

Flood insurance rate map (FIRM) means an official map of a community, on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

Flood insurance study (FIS) means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards.

Floodplain means:

- (1) A relatively flat or low land area adjoining a river, stream or watercourse which is subject to partial or complete inundation; or
- (2) An area subject to the unusual and rapid accumulation or runoff of surface water from any source.

Floodprone area means any land area susceptible to being inundated by water from any source.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the designated area of the floodplain required to carry and discharge floodwaters of a given magnitude without cumulatively increasing the water surface elevation more than one foot at any point within the community. For the purposes of this article, the floodway shall be capable of accommodating a flood of the 100-year magnitude.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed. When a freeboard is included in the height of a structure, the flood insurance premiums will be significantly cheaper.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the national register of historic places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the national register;
- (2) Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the secretary of the interior; or
 - (b) Directly by the secretary of the interior in states without approved programs.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR § 60.3.

Manufactured home means, for the purposes of this article, a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured home park/subdivision means a parcel (or contiguous parcels) of land divided into two or more lots for rent or sale for the placement of manufactured homes.

New construction means, for the purposes of determining insurance rates, structures for which the start of construction commenced on or after March 16, 1981 and includes any subsequent improvements to such structures. For floodplain management purposes, the term "new construction" means structures for which the start of construction commenced on or after September 18, 1990, and includes any subsequent improvements to such structures.

New manufactured home means any manufactured home not existing on a parcel before December 15, 2022.

New manufactured home park/subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 18, 1990.

Recreational vehicle means, for purposes of this article, a vehicle which is:

-
- (1) Built on a single chassis.
 - (2) Four hundred square feet or less when measured at the largest horizontal projection.
 - (3) Designed to be self-propelled or permanently towable by a light duty truck.
 - (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Shallow flooding area means a special flood hazard area with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Special flood hazard area means the land in the floodplain subject to a one percent or greater chance of being flooded in any given year as determined in section 58-56 of this article.

Start of construction means, for other than new construction and substantial improvement, under the Coastal Barriers Resource Act (P.L. 97-384~~348~~), the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration on any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means for flood plain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions; or
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (3) Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance as required in this article is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

(Ord. No. 11-09, 1-18-2011)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 58-33. General penalty for violation of article.

Any person who fails to comply with any of the requirements or provisions of this article or directions of the director of planning or any authorized employee of the City of Petersburg shall be guilty of a class 1 misdemeanor as provided in section 1-14 of the Code of the City of Petersburg and subject to the penalties ~~therefore~~thereof.

The VA USBC addresses building code violations and the associated penalties in Section 104 and Section 115. Violations and associated penalties of the Zoning Ordinance of the City of Petersburg are addressed in Article 33, Section 3 of the Zoning Ordinance.

In addition to the above penalties, all other actions are hereby reserved, including an action in equity for the proper enforcement of this article. The imposition of a fine or penalty for any violation of, or noncompliance with, this article shall not excuse the violation or noncompliance or permit it to continue; and all such persons shall be required to correct or remedy such violations or noncompliances within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in noncompliance with this article may be declared by the City of Petersburg to be a public nuisance and abatable as such. Flood insurance may be withheld from structures constructed in violation of this article.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-34. City disclaimer of liability for flood damages.

The degree of flood protection required by this article is considered reasonable for regulatory purposes, and is based upon scientific and engineering considerations. Floods more severe than the regulatory 100-year flood can and will occur on rare occasions, as flood heights may be increased by natural or manmade causes. The provisions of this article are not intended to imply that lands outside the designated floodplain districts, or development permitted within such districts, will be free from flooding or flood damage. This article shall not create liability on the part of the city, or any officer or employee thereof, for any flood damages that may result under compliance with the provisions of this article or any administrative decision lawfully made pursuant thereto.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-35. Applicability of article; compliance; abrogations; greater restrictions.

- (a) *Applicability.* The provisions of this article shall apply to all lands within the jurisdiction of the City of Petersburg and identified as being floodprone within this article.
- (b) *Compliance.* No land shall hereafter be developed, and no structure shall be located, relocated, constructed, reconstructed, enlarged, or structurally altered, except in full compliance with the terms and provisions of

this article and any other applicable ordinances and regulations which apply to uses within the jurisdiction of this article.

- (c) *Abrogation and greater restrictions.* This article supersedes any article currently in effect in floodprone areas. However, any underlying article shall remain in full force and effect to the extent that the provisions of such article are more restrictive.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-36. Administration and enforcement; duties of zoning-floodplain administrator and building inspector.

The director of public works or designee shall perform or assign the duties of floodplain administrator. It shall be the responsibility of the zoning-floodplain administrator of the city to administer and enforce the provisions of this article; provided, however, that this section shall not be construed to abrogate the authority and responsibility of the building inspector of the city to administer and enforce the provisions of the Virginia Uniform Statewide Building Code, as it applies to development within designated floodplain districts.

The duties and responsibilities of the floodplain administrator shall include but are not limited to:

- (a). Review applications for permits to determine whether proposed activities will be located in the Special Flood Hazard Area (SFHA).
- (b). Interpret floodplain boundaries and provide available base flood elevation and flood hazard information.
- (c). Review applications to determine whether proposed activities will be reasonably safe from flooding and require new construction and substantial improvements to meet the requirements of these regulations.
- (d). Review applications to determine whether all necessary permits have been obtained from the Federal, State, or local agencies from which prior or concurrent approval is required; in particular, permits from state agencies for any construction, reconstruction, repair, or alteration of a dam, reservoir, or waterway obstruction (including bridges, culverts, structures), any alteration of a watercourse, or any change of the course, current, or cross section of a stream or body of water, including any change to the 100-year frequency floodplain of free-flowing non-tidal waters of the State.
- (e). Verify that applicants proposing an alteration of a watercourse have notified adjacent communities, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management), and other appropriate agencies (VADEQ, USACE), and have submitted copies of such notifications to FEMA.
- (f). Advise applicants for new construction or substantial improvement of structures that are located within an area of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act that Federal flood insurance is not available on such structures; areas subject to this limitation are shown on Flood Insurance Rate Maps as Coastal Barrier Resource System Areas (CBRS) or Otherwise Protected Areas (OPA).
- (g). Approve applications and issue permits to develop in flood hazard areas if the provisions of these regulations have been met, or disapprove applications if the provisions of these regulations have not been met.
- (h). Inspect or cause to be inspected, buildings, structures, and other development for which permits have been issued to determine compliance with these regulations or to determine if non-compliance has occurred or violations have been committed.
- (i). Review Elevation Certificates and require incomplete or deficient certificates to be corrected.
- (j). Submit to FEMA, or require applicants to submit to FEMA, data and information necessary to maintain FIRMs, including hydrologic and hydraulic engineering analyses prepared by or for the City of Petersburg,

within six months after such data and information becomes available if the analyses indicate changes in base flood elevations.

- (k). Maintain and permanently keep records that are necessary for the administration of these regulations, including:

 - (1). Flood Insurance Studies, Flood Insurance Rate Maps (including historic studies and maps and current effective studies and maps), and Letters of Map Change; and
 - (2). Documentation supporting issuance and denial of permits, Elevation Certificates, documentation of the elevation (in relation to the datum on the FIRM) to which structures have been floodproofed, inspection records, other required design certifications, variances, and records of enforcement actions taken to correct violations of these regulations.
- (l). Enforce the provisions of these regulations, investigate violations, issue notices of violations or stop work orders, and require permit holders to take corrective action.
- (m). Advise the Board of Zoning Appeals regarding the intent of these regulations and, for each application for a variance, prepare a staff report and recommendation.
- (n). Administer the requirements related to proposed work on existing buildings:

 - (1). Make determinations as to whether buildings and structures that are located in flood hazard areas and that are damaged by any cause have been substantially damaged.
 - (2). Make reasonable efforts to notify owners of substantially damaged structures of the need to obtain a permit to repair, rehabilitate, or reconstruct. Prohibit the non-compliant repair of substantially damaged buildings except for temporary emergency protective measures necessary to secure a property or stabilize a building or structure to prevent additional damage.
- (o). Undertake, as determined appropriate by the floodplain administrator due to the circumstances, other actions which may include but are not limited to: issuing press releases, public service announcements, and other public information materials related to permit requests and repair of damaged structures; coordinating with other Federal, State, and local agencies to assist with substantial damage determinations; providing owners of damaged structures information related to the proper repair of damaged structures in special flood hazard areas; and assisting property owners with documentation necessary to file claims for Increased Cost of Compliance coverage under NFIP flood insurance policies.
- (p). Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Petersburg have been modified and:

 - (1). Provide a map that clearly delineates the new corporate boundaries or the new area for which the authority to regulate pursuant to these regulations has either been assumed or relinquished through annexation; and
 - (2). If the FIRM for any annexed area includes special flood hazard areas that have flood zones that have regulatory requirements that are not set forth in these regulations, prepare amendments to these regulations to adopt the FIRM and appropriate requirements, and submit the amendments to the governing body for adoption; such adoption shall take place at the same time as or prior to the date of annexation and a copy of the amended regulations shall be provided to Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and FEMA.
- (q). Upon the request of FEMA, complete and submit a report concerning participation in the NFIP which may request information regarding the number of buildings in the SFHA, number of permits issued for development in the SFHA, and number of variances issued for development in the SFHA.
- (r). It is the duty of the Community Floodplain Administrator to take into account flood, mudslide and flood-related erosion hazards, to the extent that they are known, in all official actions relating to land management

and use throughout the entire jurisdictional area of the Community, whether or not those hazards have been specifically delineated geographically (e.g. via mapping or surveying).

(Ord. No. 11-09, 1-18-2011)

Cross reference(s)—Administration, ch. 2.

Sec. 58-37. Building permits required; applications; required information.

- (a) A building permit for new construction and substantial improvements (e.g., to erect, construct, reconstruct, enlarge, extend or structurally alter any building or structure-) within a floodplain district shall be required, as set forth in the Virginia Uniform Statewide Building Code. Applications for building permits shall be filed with the building inspector of the city; and no such permit shall be issued until the applicant has furnished satisfactory evidence that all necessary permits have been received from those governmental agencies from which approval is required by state and federal law and the zoning-floodplain administrator has reviewed all sites to assure that they are reasonably safe from flooding. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.
- (b) In addition to information required by the building code to be provided in conjunction with building permit applications, the following shall be included when the property involved is located, wholly or partially, within a floodplain district:
 - (1) The elevation of the 100-year flood, and delineation of the 100-year floodplain.
 - (2) The elevation of the lowest floor, including basement.
 - (3) The elevation to which a nonresidential structure is to be floodproofed.
 - (4) Topographic information showing existing and proposed ground elevations.
- (c) All records and information provided in accordance with subsection (a) and (b) above shall be kept in perpetuity.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-38. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this ordinance. The remaining portions shall remain in full force and effect; and for this purpose, the provisions of this ordinance are hereby declared to be severable.

Secs. 58-39—58-55. Reserved.

DIVISION 2. DISTRICT BOUNDARIES

Sec. 58-56. Established; criteria.

- (a) *Areas included; basis for delineation.* The various floodplain districts shall include areas subject to inundation by waters of the 100-year flood. The basis for the delineation of these districts shall be the flood insurance

study (FIS) and the flood insurance rate maps (FIRM) for the City of Petersburg prepared by the Federal Emergency Management Agency, Federal Insurance Administration, dated ~~February 4, 2011~~December 15, 2022, and any subsequent revisions or amendments thereto.

- (b) *Floodway district.* The floodway district is delineated for purposes of this article, using the criterion that a certain area within the floodplain must be capable of carrying the waters of the 100-year flood without increasing the water surface elevation of that flood more than one foot, at any point. The areas included in this district are specifically defined in table 5 of the flood insurance study referenced in subsection (a) of this section and shown on the accompanying flood boundary and floodway map.
- (c) *Special floodplain district.* The special floodplain district shall be those areas identified as an AE zone on the maps accompanying the flood insurance study for which 100-year flood elevations have been provided.
- (d) *Approximated floodplain district.* The approximated floodplain district shall be those areas identified as an A or A99 zone on the maps accompanying the flood insurance study. In these zones, no detailed flood profiles or elevations are provided, but the 100-year floodplain boundary has been approximated. For these areas, the 100-year flood elevations and floodway information from federal, state, and other acceptable sources shall be used when available. Where the specific 100-year flood elevation cannot be determined for this area using other sources of data, such as the U.S. Army Corps of Engineers Floodplain Information Reports, U.S. Geological Survey Floodprone Quadrangles, etc., then the applicant for the proposed use, development or activity shall determine this elevation in accordance with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the zoning-floodplain administrator. During the permitting process, the floodplain administrator shall obtain:
 - (1) the elevation of the lowest floor (in relation to mean sea level), including the basement, of all new and substantially improved structures; and
 - (2) if the structure has been floodproofed in accordance with this article, the elevation (in relation to mean sea level) to which the structure has been floodproofed.
- (e) *Shallow flooding district.* The shallow flooding district shall be those areas identified as zone AO or AH on the maps accompanying the flood insurance study.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-57. Official floodplain map designated.

The boundaries of the floodplain districts are established, as shown on the flood insurance rate map, which is declared to be a part of this article and which shall be kept on file at the office of the clerk of the city council.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-58. District boundary changes.

The delineation of any of the floodplain districts may be revised by the city council, where natural or manmade changes have occurred or where more detailed studies conducted or undertaken by the U.S. Army Corps of Engineers, or other qualified agency or individual, document the justification for such change. However, prior to any such change, approval must be obtained from the Federal Insurance Administration.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-59. Interpretations of boundaries; disputes.

Initial interpretations of the boundaries of the floodplain districts shall be made by the zoning-floodplain administrator. Should a dispute arise concerning the boundaries of any of the districts, the crater regional building code board of appeals shall make the necessary determination. The person questioning or contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the board of appeals and to submit his own technical evidence, if he so desires.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-60. Submitting technical data.

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-61—58-75. Reserved.

DIVISION 3. DISTRICT USES, ACTIVITIES AND DEVELOPMENT

Subdivision I. In General

Sec. 58-76. District provisions, generally.

- (a) All uses, activities and development occurring within any floodplain district shall be undertaken only upon the issuance of a building permit and requisite zoning approval. Such development shall be undertaken only in strict compliance with the provisions of this article, chapter 102 and all other applicable codes and articles, such as the Virginia Uniform Statewide Building Code. Prior to the issuance of any such permit, the zoning administrator shall require all applications to include evidence of compliance with all applicable state and federal laws.
- (b) Under no circumstances shall any use, activity or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.
- (c) New construction and substantial improvements shall be according to the VA USBC, and anchored to prevent flotation, collapse or lateral movement of the structure.
- (d) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state anchoring requirements for resisting wind forces.
- (e) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

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- (f) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
 - (g) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - (h) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 - (i) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 - (j) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

In addition to provisions (a)—(h) above, in all special flood hazard areas, the additional provisions shall apply:

- (k) Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U. S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, in riverine areas, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the department of conservation and recreation (division of dam safety and floodplain management) and the Federal Insurance Administrator.
- (l) The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.

(m) The placement of new manufactured homes within the Special Flood Hazard Area is specifically prohibited.

Sec. 58-77. Specific standards.

In all special flood hazard areas where base flood elevations have been provided in the flood insurance study or generated according [to] article 4, section 4.6, the following provisions shall apply:

- (a) Residential construction:
 - (1) New construction or substantial improvement of any residential structure ~~(including manufactured homes)~~ shall have the lowest floor, including basement, elevated to or above the base flood elevation (~~recommend ≥ plus a minimum of~~ one foot freeboard).
- (b) Nonresidential construction:
 - (1) New construction or substantial improvement of any commercial, industrial, or nonresidential building ~~(or manufactured home)~~ shall have the lowest floor, including basement, elevated to or above the base flood elevation (~~recommend ≥ plus a minimum of~~ one foot freeboard). Buildings located in all A1-30, AE, and AH zones may be flood-proofed in lieu of being elevated provided that all areas of the building components below the elevation corresponding to the BFE plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification, including the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by ~~(title of community the floodplain~~ administrator).
- (c) Elevated buildings: fully enclosed areas, of new construction or substantially improved structures, which are below the regulatory flood protection elevation shall:
 - (1) Not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator).
 - (2) Be constructed entirely of flood resistant materials below the regulatory flood protection elevation;
 - (3) Include, in zones A, AO, AE, and A1-30, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet the following minimum design criteria:
 - a. Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
 - b. The total net area of all openings must be at least one square inch for each square foot of enclosed area subject to flooding.
 - c. If a building has more than one enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.
 - d. The bottom of all required openings shall be no higher than one foot above the adjacent grade.
 - e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.

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- f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.

~~(d) — Manufactured homes, as defined in this article, that are placed or substantially improved on sites:~~

~~(1) — Outside of a manufactured home park or subdivision;~~

~~(2) — In a new manufactured home park or subdivision;~~

~~(3) — In an expansion to an existing manufactured home park or subdivision; or~~

~~(4) — In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage, as the result of a flood;~~

~~shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and shall be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.~~

~~(e) — Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of subsection (d) of this section shall be elevated so that either:~~

~~(1) — The lowest floor of the manufactured home is at or above the base flood elevation; or~~

~~(2) — The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and is securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.~~

~~(fd)~~ Recreational vehicles placed on sites shall:

(1) Be on the site for fewer than 180 consecutive days;

(2) Be fully licensed and ready for highway use; ~~or~~

~~(3) — Meet the permit requirements for placement and the elevation and anchoring requirements for manufactured homes in subsection (d) or (e) of this section as appropriate.~~

(Ord. No. 11-09, 1-18-2011)

Sec. 58-78. Design criteria for utilities and facilities.

- (a) *Sanitary sewer facilities.* All new or replacement sanitary sewer facilities and private package sewage treatment plants (including all pumping stations and collector systems) shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into the floodwaters. In addition, such facilities shall be located and constructed to minimize or eliminate flood damage or impairment.
- (b) *Water facilities.* All new or replacement water facilities shall be designed to minimize or eliminate infiltration of floodwaters into the system, and shall be located and constructed to minimize or eliminate flood damages.
- (c) *Drainage facilities.* All storm drainage facilities shall be designed to convey the flow of surface water, without damage to persons or property. The systems shall ensure drainage away from buildings and on-site waste disposal sites. The city council may require a primarily underground system to accommodate frequent floods

and a secondary surface system to accommodate larger, less frequent floods. Drainage facilities shall be designed to prevent the discharge of excess runoff onto adjacent properties.

- (d) *Utilities.* All utilities, such as gas lines and electrical and telephone systems, being placed in floodprone areas shall be located, elevated (where possible) and constructed to minimize the chance of impairment during an occurrence of flooding.
- (e) *Streets and sidewalks.* Streets and sidewalks shall be designed to minimize their potential for increasing and aggravating the levels of flood flow. Drainage openings shall be required to sufficiently discharge flood flows without unduly increasing flood heights.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-79. Standards for Subdivision Proposals.

- (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and
- (d) Base flood elevation data shall be obtained from other sources or developed using detailed methodologies, hydraulic and hydrologic analysis, comparable to those contained in a Flood Insurance Study for subdivision proposals and other proposed development proposals that exceed fifty lots or five acres, whichever is the lesser.

Secs. 58-80—58-95. Reserved.

Subdivision II. Floodway District

Sec. 58-96. Improvements to offset development.

Encroachments, including fill, new construction, substantial improvements and other developments are prohibited unless certification such as hydrologic and hydraulic analyses (with supporting technical data) is provided to the zoning-floodplain administrator demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently-accepted technical concepts. Such improvements also shall be approved by all appropriate local and state authorities, as required in section 58-76.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-97. Manufactured homes, recreational vehicles.

The placement of any manufactured home or recreational vehicle within the floodway district is specifically prohibited.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-98. Permitted activities; prerequisites.

In the floodway district the following activities are permitted, provided they are in compliance with the provisions of this article and are not prohibited by any other ordinance, and provided that they do not require structures, fill or storage of materials and equipment:

- (1) Agricultural uses, such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, truck farming, forestry, sod farming, and wild crop harvesting.
- (2) Public and private recreational uses and activities, such as parks, day camps, picnic grounds, golf courses, boat launching, and swimming areas, hiking and horseback riding trails, wildlife and nature preserves, game farms, fish hatcheries, skeet game ranges, and hunting and fishing areas.
- (3) Accessory residential uses, such as yard areas, gardens, play areas, and pervious parking and loading areas.
- (4) Accessory industrial and commercial uses, such as yard areas, pervious parking and loading areas, airport landing strips, etc.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-99—58-115. Reserved.

Subdivision III. Special Floodplain and Approximated Floodplain Districts

Sec. 58-116. Standards for the special floodplain district and approximated floodplain district

Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the areas of special flood hazard, designated as zones A1-30 and AE on the flood insurance rate map, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of Petersburg.

Development activities in Zones A1-30, AE, and AH, on the City of Petersburg's Flood Insurance Rate Map which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the applicant first applies - with the City of Petersburg's endorsement - for a conditional flood insurance rate map revision, and receives the approval of the Federal Emergency Management Agency.

No structure shall be located within ten feet of the boundary of the special floodplain district and approximated floodplain district.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-117—58-135. Reserved.

DIVISION 4. ~~MODIFICATION~~VARIANCES, EXCEPTIONS; EXISTING STRUCTURES

Subdivision I. In General

Sec. 58-136. Conditions.

In accordance with applicable provisions of the Virginia Uniform Statewide Building Code, the crater regional building code board of appeals shall grant modificationvariances to the provisions of the Virginia Uniform Statewide Building Code, pertaining to the manner of construction or materials to be used in the erection, alteration or repair of a building or structure in a floodplain district, only under the following conditions:

- (1) No modificationvariance shall be granted for any proposed development within a floodway district that will cause any increase in flood levels during the 100-year flood.
- (2) A modificationvariance shall only be granted upon the following:
 - (a) A showing of good and sufficient cause.
 - (b) A determination that failure to grant the modificationvariance would result in exceptional hardship to the applicant.
 - (c) A determination that the granting of the modificationvariance shall not result in unacceptable or prohibited flood heights, additional threats to public safety, or extraordinary public expense; and will not create nuisances, cause fraud on or victimization of the public, or conflict with existing codes or ordinances.
- (3) A modificationvariance shall only be granted upon a determination that the modificationvariance is the minimum necessary, considering the flood hazard, to afford relief.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-137. Notification by board of appeals of increase in cost of flood insurance.

Upon granting a modificationvariance to construct a structure below the 100-year flood level, the crater regional building code board of appeals shall notify the applicant, in writing, that the cost of flood insurance will be commensurate with the increased risk resulting from such construction.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-138. Board of appeals to maintain records.

Records shall be maintained, by the Crater Regional Building Code board of appeals, of all modificationvariances granted, including the justification for each, and shall be included in any reports required by, and submitted to, the emergency management agency.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-139—58-155. Reserved.

Subdivision II. Special Exceptions

Sec. 58-156. Special exceptions to requirements of article; conditions; documentation of affecting factors; authority of building inspector.

- (1) The building inspector of the city shall have the authority to grant special exceptions to the provisions of this article, other than such provisions as pertain to the requirements of the Virginia Statewide Uniform Building Code; provided, that the applicant shall furnish sufficient information and documentation to satisfy the inspector as to the following factors:
 - (a) The danger to life and property due to increased flood heights or velocities caused by encroachments. No special exception shall be granted for any proposed use, development or activity within any floodway district that will cause any increase in the 100-year flood elevation.
 - (b) The danger that materials may be swept on to other lands, or downstream, to the injury of others.
 - (c) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
 - (d) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.
 - (e) The importance of the services provided by the proposed facility to the community.
 - (f) The requirements of the facility for a waterfront location.
 - (g) The availability of alternative locations, not subject to flooding, for the proposed use.
 - (h) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (i) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (j) The safety of access to the property, in time of flood, by ordinary and emergency vehicles.
 - (k) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site.
 - (l) The repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the special exception is the minimum necessary to preserve the historic character and design of the structure.
- (2) The building inspector may refer any application and accompanying documentation pertaining to any request for a special exception to any engineer or other qualified person or agency for technical assistance in evaluating the proposed project in relation to flood heights and velocities, and the adequacy of the plans for flood protection and other related matters.
- (3) Special exceptions shall be issued only after the building inspector has determined that the granting of such will not result in:
 - (a) Unacceptable or prohibited increases in flood heights;
 - (b) Additional threats to public safety;
 - (c) Extraordinary public expense; and will not
 - (d) Create nuisances;
 - (e) Cause fraud or victimization of the public; or

-
- (f) Conflict with local laws or ordinances.

A special exception shall only be issued upon the determination that the special exception is the minimum required to provide relief from any hardship to the applicant.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-157. Notification by building inspector of increase in cost of flood insurance.

Upon issuance of a special exception for any development or activity below the 100-year flood level, the building inspector shall notify the applicant, in writing, that the cost of flood insurance will be commensurate with the increased risk resulting from such development or activity.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-158. Records to be maintained by building inspector.

Records shall be maintained by the building inspector of all special exceptions granted, including the justification for each, and shall be included in any reports required by, and submitted to, the Federal Emergency Management Agency.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-159—58-175. Reserved.

Subdivision III. Existing Structures

Sec. 58-176. Existing structures in floodplain districts; conditions for continuation.

A structure or use of a structure or premises which lawfully existed before September 18, 1990, but which is not in conformity with these provisions may be continued, subject to the following conditions:

- (1) Existing structures or uses located in floodway districts shall not be expanded or enlarged unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed expansion would not result in any increase in the base flood elevation.
- (2) Any modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use located in any flood plain areas to an extent or amount of less than 50 percent of its market value shall conform to the VA USBC.
- (3) The modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use, regardless of its location in a floodplain area to an extent or amount of 50 percent or more of its market value shall be undertaken only in full compliance with this article and shall require the entire structure to conform to the VA USBC.
- (4) Uses, or adjuncts thereof, which are, or become, nuisances shall not be permitted to continue.

(Ord. No. 11-09, 1-18-2011)



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Paul Johnson, Randall Williams

RE: A request to schedule a public hearing on the consideration of an Ordinance authorizing the City Manager to execute a 3 year lease agreement between Lending Point, LLC and the City of Petersburg for the Magistrates Office and Community Corrections currently located on the 3rd floor of 20 E Tabb Street, Petersburg, VA 23803.

PURPOSE: To keep the current location of the Magistrates Office and Community Corrections at 20 E Tabb Street (3rd floor) another 3 years.

REASON: The current lease for the Magistrate's Office and Community corrections expires on November 30, 2022.

RECOMMENDATION: Recommend that the 3 year lease be executed for the Magistrate's Office and Community Corrections

BACKGROUND: The Magistrate's Office and Community Corrections has been located on the 3rd floor of 20 E Tabb Street since 2012. Prior to that, they were located at 6 Henry Street.

COST TO CITY: \$122,400 (Year 1 \$38,400, Year 2 \$42,000, & Year 3 \$42,000)

BUDGETED ITEM: Yes (Year 1 in FY 2023)

REVENUE TO CITY: No

CITY COUNCIL HEARING DATE: 11/1/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Public Safety

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. Ordinance Lease Agreement 20 E Tabb St 3rd Floor-Revised
2. 20 E Tabb St Lease Magistrate & Comm Corrections

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION OF LEASE
AGREEMENT FOR LEASED PROPERTY LOCATED AT 20 E. TABB STREET, 3rd FLOOR**

WHEREAS the City of Petersburg approved the previous commercial lease agreement that expires on November 30, 2022, for the property located at 20 E. Tabb Street, 3rd Floor.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg that the City Manager is hereby authorized to execute the extension of lease agreement for the property located at 20 E. Tabb Street, 3rd floor.

BE IT FURTHER ORDAINED, by the City Council of the City of Petersburg, that the 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.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT OF LEASE made this 24th day of October, 2022 by and between **LENDING TREE LLC**, hereinafter referred to as Lessor, and **CITY OF PETERSBURG**, hereinafter referred to as Lessee.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Lessor and Lessee as follows:

1. **Premises.** The Lessor does hereby lease and demise unto the Lessee, and the Lessee does hereby rent from the Lessor a portion of a building situated in the City of Petersburg, Virginia and designated by current street address of 20 E. Tabb Street, designated as the entire 3rd floor of the building which is 3,750 square feet, more or less. (the "Leased Premises").

2. **TERM.** The term of the lease shall begin on December 1, 2022 and end on December 31, 2025.

3. **RENT.**

A. The said Lessee agrees to pay to the owner for the use and rent of said premises, for a three (3) year lease the sum of three thousand two-hundred dollars (\$3,200.00) per month payable on the 1st day of each and every month consecutively beginning on December 1, 2022 (year #1); and the sum of three thousand five-hundred (\$3,500.00) per month payable on the 1st day of each and every month consecutively beginning on January 1, 2024 (years #2 and #3) continuing for a period ending on December 1, 2025.

B. Such rental shall be payable in advance without formal demand, as otherwise directed by Owner. There shall be a late charge of ten percent (10%) of the rental payment for any rental payment received after the 5th day of each month.

C. Rent shall be paid to LENDING TREE LLC at 11532 Centennial Rd, Prince George VA 23875, or at such other place as Lessor may from time to time designate in writing.

D. If Lessee shall fail to make any required payment within thirty (30) days from the date the same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is less.

E. Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion, if any, of such rent payments will be applied to current rent.

F. None of the provisions of this Paragraph shall be construed to extend the date for payment or to limit Lessor in the exercise of its rights under this Lease.

4. **SECURITY DEPOSIT.** Lessee has paid the amount **\$0.00** to Lessor as a security deposit, hereinafter referred to as "the Security Deposit," for the faithful performance of the obligations of Lessee under this Lease. If Lessee defaults under this Lease, Lessor may use the Security Deposit, or a portion or portions thereof, to satisfy Obligations of Lessee under this Lease. To the extent the Security Deposit is not so used, it will be returned to Lessee at the end of this Lease, without interest. If Lessor sells the Leased Premises while this Lease is in effect, such sale will be subject to this Lease and Lessor will deliver to the new owner the Security Deposit or portion thereof that has not been used by Lessor as authorized by this paragraph. Upon such delivery of the Security Deposit or portion thereof, Lessor will have no further obligation to return Security Deposit or any portion thereof to Lessee.

5. **BAD CHECKS.** Lessee agrees to pay as additional rent a charge of fifty dollars (\$50.00) for each check returned for insufficient funds. This charge will be in addition to any late fee which may be due. If any of Lessee's checks are returned to Lessor for insufficient funds, Lessor will have the option of requiring that further payments must be paid by cash, cashier's check, certified check or money order.

6. **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 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 the Lessee. Such notice by either Lessor or Lessee becomes effective on the first day of the month following written notice unless such notice is given on the first day of the month, in which case the notice becomes effective immediately.

7. **DELIVERY OF POSSESSION TO LESSEE.** The Lessor shall deliver possession of the Leased Premises to the Lessee on the date of the commencement of this Lease. If the Lessor is unable to give possession of the Leased Premises on the date of commencement of the Lease term because the Leased Premises are not ready for occupancy, or because a Temporary Certificate of Occupancy has not been procured, or for any other reason, the Lessor shall not be subject to any liability for such inability to give possession. In such case of the Lessor unable to give possession, the Lessee will not be required to pay rent until possession is granted.

8. **USE AND OCCUPANCY OF PREMISES.** The Lessor grants the Lessee the right to use the Leased Premises for a business and legal offices with related services. The Lessee shall restrict its use to such purposes 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, (D) immediately provide a key to Lessor and his agent in the event Lessee rekeys or replaces the lodes, (E) be responsible for providing its own parking since none is provided by Lessor and (F) 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 warrants that it will not allow hazardous and/or toxic materials on the Leased premise. 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.

9. **UTILITIES, WATER, AND SEWAGE DISPOSAL CHARGES.** The Lessor shall be responsible for and shall pay when due all charges for all utilities supplied to and/or used in the said premises, including but not limited to, water and sewage disposal charged with the exception of phone and internet service.

10. **TAXES:** The Lessor will pay all real estate taxes and assessments on the Leased Premises. The Lessee will pay all taxes on its property on the Leased Premises.

11. **DAMAGE OR DESTRUCTION OF THE 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 tire 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 abate in full, provided, however, that the Lessor shall have the right, to be exercised by notice given to the Lessee within 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 by reason of such occurrence the Leased Premises is rendered wholly untenable for more than ninety (90) days, the Lessee will have the right to terminate this Lease by given written notice to the Lessor and the rent will be prorated as of the date of such occurrence. 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 AND IMPROVEMENTS.** Lessee agrees that no alterations, installations, repairs or decoration (including painting, staining and applying other finishes) shall be done without Lessor's written consent. Such consent will not be unreasonably withheld. However, Lessor may require Lessee to return the Premises to its original condition when this Lease terminates or expires. In addition, Lessor may require that any change, alteration or improvements to the Premises will become a permanent part of the Premises which may not be removed upon the termination or expiration of this Lease. Such changes or improvements will include, but not be limited to, locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers and shrubs.

13. **INSPECTIONS AND ACCESS.** Lessor and its representatives may enter the Premises to make inspections and repairs and to show the Premises to prospective Lessee, purchasers, mortgages, workers and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon. Except in case of emergency or when it is impractical to give notice, Lessor will give Lessee reasonable notice of Lessor's intent to enter and may enter the Premises only at reasonable times.

14. **COVENANTS BY LESSOR.**

A. The Lessor shall maintain and repair the Leased Premises unless due to negligence of Lessee. Lessor further covenants and agrees to comply with applicable building and housing code requirements materially affecting health and safety.

B. Lessor's failure to comply with the above requirements will not be grounds for Lessee's termination of this Lease unless Lessee has given Lessor written notice of the defective condition and Lessor has failed to remedy the condition within 21 days. However, Lessee may not terminate this Lease if Lessee or some other person on the Premises with Lessee's consent intentionally or negligently caused the defective condition. Such defective conditions will be repaired at Lessee's expense. Any termination by Lessee shall be made in accordance with the section of this Lease concerning breach by Lessor.

15. **COVENANTS BY LESSEE.**

A. Lessee covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; conduct themselves, and require guests to conduct themselves, in a reasonable manner consist with its type of business; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that they will not permit any person to do so.

B. Lessee agrees not to change or add locks without giving Lessor immediate notice and a duplicate of all keys.

C. Lessee covenants and agrees to provide for the replacement of any useable item such as the replacement of light bulbs and also agrees to change the air filter a minimum of once a month.

D. Upon the expiration or termination of this Lease, Lessee agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted. Lessee agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary.

E. During the duration of this Lease, Lessee agrees to give Lessor prompt written notice of any defects or damage in the Premises, its equipment, appliances and fixtures. If further damage occurs between the time Lessee learns that a defect exists and the time Lessor learns of such defect, Lessee will be liable for the costs of any repairs of such additional damage which might have been avoided had Lessee promptly notified Lessor of the defect.

F. Lessee agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Lessee or by any of Lessee's guests, invitees, customers or other persons on the Premises with Lessee's consent.

16. **Surrender of Premises.** Upon the expiration or sooner termination of the Lease Term, Lessee agrees, without the necessity of notice, to quit and surrender the Premises, broom-clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and all improvements, alterations, additions, fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Premises, except personal property and other unattached movable trade fixtures put in at Lessee's expense, all of which shall thereupon become the property of Lessor without any claim by Lessee therefor, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Premises, Lessee shall remove all of Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove as directed by Lessor any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the Premises, and Lessee further agrees to repair any damage caused by such removal. If Lessee shall fail to remove any of Lessee's personal property and trade fixtures, such personal property and trade fixtures shall, at the option of Lessor, either (i) be deemed abandoned and become the exclusive property of Lessor; or (ii) removed and stored by Lessor, at the expense of Lessee, without further notice to or demand upon Lessee, and Lessor may hold Lessee responsible for any and all charges and expenses incurred by Lessor therefor. If the Premises be not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligations under this Paragraph shall survive the expiration or sooner termination of the Lease Term.

17. **ABANDONMENT OF PREMISES OR PROPERTY.** If occupants of the premises will be absent from the premises for more than 20 days, Lessee will give prior written notice of such absence to Lessor. If Lessee fails to give such notice, Lessor may deem the premises to be abandoned and may re-enter and re-let the premises. Lessee will remain liable for all rent and any damages until the premises are re-let or the term expires, whichever occurs first. Any personal property Lessee leaves on the premises after the termination or expiration of this Lease or the abandonment of the premises may be treated by Lessor as abandoned property. Lessor may immediately remove the property from the premises and place it in storage for safekeeping for a period not less than one month from the date this Lease terminates and possession of the premises is delivered to Lessor. Lessee may reclaim the property during this one month period, provided that Lessee pays the cost of its removal and storage. Upon expiration of the one month period, Lessor may dispose of the property as Lessor so desires, so long as Lessor gives Lessee 10 days' written notice prior to such disposal. Any funds received by Lessor from the disposal of Lessee's property will be applied to Lessee's indebtedness to Lessor for unpaid rent or damages, including but not limited to removal, storage, and sale of Lessee's property. Any remaining funds will be treated as security deposit. (This section does not apply if Lessor has been granted a writ of possession for the premises and execution of such writ has been completed according to law.)

18. **BODILY INJURY AND PROPERTY DAMAGE.** Lessor is not an insurer of Lessee's person or property. Except to the extent provided by law, Lessor will not be liable to Lessee for any bodily injury or property damage suffered by Lessee or Lessee's guests, employees, invitees, customers and persons on the Premises with Lessee's consent.

19. **Indemnity.**

A. Lessee hereby agrees to defend, pay, indemnify and save free and harmless Lessor from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Lessee or any subLessee, concessionaire or licensee of Lessee, or their respective employees, agents, contractors or invitees in, upon, at or from the Premises.

B. Lessee shall give prompt notice to Lessor in case of fire or other casualty or accidents in the Premises or of any defects therein or in any of its fixtures, machinery or equipment.

C. In case Lessor, without fault on its part, shall be made a party to any litigation commenced by or against Lessee, then Lessee shall indemnify and hold Lessor harmless therefrom and shall pay Lessor all costs and expenses, including reasonable attorneys' fees, which Lessor may sustain by reason thereof.

D. Lessee expressly acknowledges that all of the foregoing provisions of this Paragraph shall apply and become effective from and after the date Lessor shall deliver possession of the Premises to Lessee in accordance with the terms of this Lease.

20. **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 personal property for its full replacement value and (B) at least \$1,000,000.00 for injury to person (including without limitation death) and damage to for 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 Lessor shall be notified by the insurance company at least thirty (30) days before any cancellation, termination or non-renewal of for policy, and all of the policies required by this paragraph shall be endorsed to prohibit subrogation by the insurance company against for Lessor or the Lessee or any employee or agent of for Lessor or the Lessee. The Lessee shall furnish for Lessor with a certificate or other evidence from the insurance company confirming that any coverage required by this paragraph is in effect

21. **RULES AND REGULATIONS.** Lessee agrees to comply with Lessor's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare of Lessee or preserve Lessor's property from abusive conduct. Lessor agrees to give Lessee reasonable notice of any new rules or regulations before enforcing such rules and regulations against Lessee.

22. **TERMINATION OF LEASE.**

A. This Lease will automatically terminate at the end of the lease term. The termination of this Lease will terminate Lessee's right to occupancy but it will not terminate any claims Lessee or Lessor may have arising out of events occurring during the lease term or during any holdover by Lessee.

B. No agreement renewing or extending this Lease will be effective unless that agreement is in writing and signed by Lessee and Lessor.

23. **ASSIGNMENT OR SUBLET.** Lessee will not assign this Lease or sublet the Premises without Lessor's prior written consent. No assignment or sublet will release Lessee from continuing liability for the full performance of this Lease unless Lessor signs a written statement clearly releasing Lessee from such liability.

24. **BREACH BY LESSEE.**

A. **Non-Payment of Rent.** If rent or any other payment due to Lessor is unpaid when due, and Lessee fails to pay rent within five (5) days after service of written notice of non-payment and Lessor's intention to terminate this Lease if payment is not made within such five (5) day period, then Lessor may terminate this Lease and proceed to obtain possession of the Premises and recover damages, costs, and/or seek injunctive relief, together with reasonable attorney fees as may be permitted by law.

B. **Non-Compliance with Lease.** Lessor may terminate this Lease if there is a material non-compliance by Lessee with any provision of this Lease, other than a non-payment of rent or any other payment due Lessor, and Lessee shall fail to comply with such provision within twenty-one (21) days after Lessee's receipt of written notice from Lessor specifying the act(s) and/or omission(s) constituting the breach and stating that this Lease shall terminate on a date not less than thirty (30) days after Lessee's receipt of such notice if the breach is not remedied in twenty-one (21) days. If the breach is capable of remedy, and Lessee adequately remedies the breach prior to the date specified in the notice, this Lease shall not terminate. If Lessee fails to remedy the breach prior to the date specified in the notice, Lessor may proceed to obtain possession and recover damages, costs, and/or injunctive relief, together with reasonable attorneys' fees as may be permitted by law.

C. **Non-Remediable, Criminal or Willful Breach.** Notwithstanding the foregoing, (i) if Lessee commits a breach which is not remediable, or is a willful subsequent breach of a like nature as a previous breach which was remedied by Lessee following notice, Lessor may give written notice to Lessee specifying the act(s) and/or omission(s) constituting the breach (and, if applicable, that there was a breach of a like nature) and stating that this Lease shall terminate on a date not less than thirty (30) days after Lessee's receipt of such notice; and (ii) if Lessee commits a breach which involves a criminal or willful act which is not remediable and which poses a threat to health or safety, Lessor may terminate this Lease immediately. Following such termination, Lessor may proceed to obtain possession of the Premises and recover damages, costs, and reasonable attorneys' fees as may be permitted by law.

D. **Damages.** In the event of any breach of this Lease, if Lessor pursues any remedies set forth above (and regardless of whether such remedies are prosecuted to judgment), Lessee will be liable as follows:

- (1) For all past due rent and other charges;
- (2) For all additional rent (future rent) that would have accrued until

the expiration of the term of this Lease or until a new lease term begins provided (i) that this will not affect Lessor's duty to minimize the damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) that if Lessor obtains a judgment for future rent, Lessor shall apply as a credit towards that judgment all funds received by Lessor as rent for the Premises for these months for which the judgment for future rent was awarded;

(3) For all expenses Lessor may incur for cleaning, painting, and repairing the Premises due to Lessee's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted;

(4) For any court costs, as well as for the cost of service of notice or of process by a sheriff or private process server;

(5) Where the Lessee's breach of this Lease results from Lessee's willful non-compliance, Lessee shall be liable for reasonable attorney fees (defined as the greater of \$500.00 or 25% of the recovery) incurred by Lessor (i) in collecting rent, other charges or damages, and (ii) in obtaining possession of the Premises.

25. **BREACH BY LESSOR.**

A. If Lessor (a) commits a material breach of this Lease, or (b) fails to a substantial extent to comply with any laws with which Lessor must comply and which materially affect Lessee's health and safety, Lessee may give written notice to Lessor identifying the acts and omissions constituting a Lessor's breach and stating that this Lease will terminate upon a specific date not less than 30 days from the date Lessor receives the notice, unless Lessor remedies the breach within 21 days. If Lessor remedies the breach within that 21-day period, this Lease will not be subject to termination by Lessee in that instance. If Lessor's breach is not remediable, or if Lessor has been served with a prior written notice which required Lessor to remedy a breach, and Lessor did remedy such breach and then intentionally commits a subsequent breach of like nature as the prior breach, then Lessee may give written notice to Lessor specifying the acts and omissions constituting the breach and stating that this Lease will terminate on a specific date not less than 30 days after Lessor's receipt of such notice.

B. Lessee will not have the right to terminate this Lease because of conditions caused by the intentional or negligent acts of Lessee or persons on the Premises with Lessee's consent.

C. In addition, Lessee will have the right to pursue all other remedies available, including injunctive relief to order Lessor to remedy the breach.

26. **RENT WITHHOLDING.**

A. Lessee may not withhold rent because of conditions on the Premises which constitute a fire hazard or serious threat to the life, health or safety of occupants thereof, or a material non-compliance on the part of Lessor with this Lease or provisions of law, and Lessor is required to repair unless Lessee has given Lessor written notice of the condition and Lessor has failed to successfully repair the condition within a reasonable period of time. If Lessee withholds rent because Lessor has breached this Lease, Lessee must immediately give Lessor a second written notice of the breach and of any conditions of the Premises which Lessor is required to remedy or repair and must state that rent is being withheld for such reasons. If Lessor then sues Lessee for possession of the Premises or for withheld rent, Lessee must promptly pay the rent to the court, which will hold the rent until it decides what portion, if any, should be paid to Lessor.

B. If conditions exist which Lessor is required to remedy and which create a fire hazard or serious threat to the health or safety of Lessee, Lessee may file an action in a court of competent jurisdiction to terminate this Lease, to require Lessor to repair the Premises, or to obtain other relief. In such an action, Lessee may pay rent to the court to be held until Lessee's action is decided.

C. If Lessee withholds rent or pays rent into court under this section and the court finds (a) that Lessee has acted in bad faith, (b) that Lessee, Lessee's guests have caused the conditions or (c) that Lessee, Lessee's guests have refused unreasonably to allow Lessor or Lessor's agent to enter the Premises to make repairs, after receiving written notice of the condition, Lessee will be liable for Lessor's reasonable costs, including costs for time spent, court costs, any repair costs due to Lessee's violation of this Lease, and attorney fees.

27. **Jury Trial/ Mediation.** Lessee and Lessor both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions. Prior to bringing a suit in court arising over any dispute in this Agreement, the parties shall make a good faith attempt at mediation

28. **NOTICES.** Every notice, demand, request or other communication which may be or is required to be given under this Lease or by law shall be sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, or sent by Federal Express or other overnight or express mail delivery service and shall be addressed: (i) if to Lessor, to Lessor's Mailing Address as written below; and (ii) if to the Lessee, to Lessee's Mailing Address as written below. Notice sent to one Lessee is deemed to be Notice sent to both Lessee. Either party may designate, by written notice to the other party, any other address for such purposes.

29. **MECHANIC'S LIENS.** The Lessee shall not permit any mechanic's or materialmen's liens 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.

30. **SIGNS.** Before installing any signs (which must comply with city or county sign ordinances), the Lessee will obtain the 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.

31. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

32. **GOVERNING LAW/VENUE.** This Lease is entered into and shall be construed under the laws of the State of Virginia. The parties agree that proper venue for any legal action or suit concerning this lease is Petersburg, Virginia.

33. **SEVERABILITY.** Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

34. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venturers or any other relationship between the parties hereto, other than the relationship of Lessor and Lessee.

35. **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.

36. **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 fixture performance of any such covenants, conditions or options, but the same shall be and remain in full force and effect

37. **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.

38. **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.

39. **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.

40. **FAILURE TO ENFORCE LEASE NOT A WAIVER.** Lessor's acceptance of rent payments or conduct not in compliance with Lessee's obligations under this Lease or waiver of a breach by Lessee shall not be interpreted as a waiver of any subsequent breach or non-compliance, and this Lease shall continue in full force and effect. Lessee is hereby notified that acceptance by Lessor of rent payments from Lessee with knowledge of a material non-compliance by Lessee shall not constitute a waiver of Lessor's right to terminate this Lease by reason of such non-compliance.

41. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee signs this Lease, all persons signing as Lessee shall be jointly and severally liable for all obligations of Lessee set forth in this Lease.

42. **NO PRESUMPTION OF AUTHORSHIP.** The Lessee or Lessor acknowledge that this Agreement is the result of extensive negotiation between the parties and/or their legal counsel and, as such, represents the work of both parties and/or their counsel. Accordingly, the parties agree that no presumption shall be made as to the interpretation of this document or any party thereof that this Agreement was drafted by either of the parties or his or her counsel.

43. **NO RECORDATION.** This Lease shall not be recorded by Lessee.

44. **COUNTERPARTS.** The Lessor and Lessee agree that this Agreement may be executed in two or more counterparts, each shall constitute an original and binding copy of this Agreement. Photocopies of this Agreement shall be as binding as the original.


45. **AMENDMENTS.** This Lease may be amended only by a writing signed by the parties, or by a change in Lessor's rules and regulations, provided that reasonable notice of such change is given to Lessee and provided that such changes do not substantially modify Lessee's arrangement with Lessor.

46. **ENTIRE AGREEMENT.** This Lease and any rules and regulations of Lessor constitute the entire lease agreement between Lessor and Lessee. No oral statements made by either party shall be binding. The terms and conditions of this signed Lease shall be the controlling document on the Lease arrangement between the following parties.

WITNESS the following signatures:

LESSOR:

LESSEE:



Lending Tree LLC
11532 Centennial Rd.
Prince George VA 23875

John "March" Altman
City Manager

City Attorney

Notices sent to:
City of Petersburg
Attn: City Attorney
135 N. Union Street
Petersburg, VA 23803



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Stacey Jordan

RE: A request to schedule a public hearing on November 15, 2022, for the consideration of FY2022-2023 Proposed Schools Operating Budget Supplement in the amount of \$8,431,315.

PURPOSE: To have City Council discuss and consider the FY2022-2023 Schools Budget Supplement.

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

RECOMMENDATION: Recommend City Council approve the Budget Supplement for the Petersburg City Public Schools for FY2021-2022 in the amount of \$8,431,315.

BACKGROUND: The fiscal year 2022-2023 budget was developed by Petersburg City Public Schools, the financial plan totaled \$89,310,447. Because the exact amounts of grants are unknown at the time of budget development, we occasionally need to process budget supplements to increase the School Board's appropriation. This is the schools first request for FY2023, in the amount of \$8,431,315. This amount includes carry over grants from FY2022 and new grants for FY2023, as well as grant award changes for FY2023.

COST TO CITY: 10,000,000

BUDGETED ITEM: YES

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Petersburg Public Schools

AFFECTED AGENCIES: Petersburg Public Schools

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. FY22-23 Schools Supplement



Petersburg City Public Schools

Dr. Julius Hamlin, Ed.D., Acting Superintendent

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

THROUGH: Mr. John Altman, City Manager

FROM: Dr. Julius Hamlin, Acting Superintendent *JRH*

DATE: October 11, 2022

SUBJECT: FY2023 Budget Supplemental Appropriation #1

When the fiscal year 2022-2023 budget was developed by Petersburg City Public Schools, the financial plan totaled \$89,310,447. Because the exact amounts of grants are unknown at the time of budget development, we occasionally need to process budget supplements to increase the School Board's appropriation. The Petersburg School Board approved these changes at the August 17, 2022 school board meeting.

This is our first request for FY2023, in the amount of \$8,431,315. This amount includes carry over grants from FY2022 and new grants for FY2023, as well as grant award changes for FY2023. An itemized list is attached.

This additional appropriation will make our FY2023 Appropriation total **\$97,741,762.**

It is the request of the Superintendent and School Board that City Council approve and appropriate additional revenue in the amount of \$8,431,315 as presented for fiscal year 2022-2023.

Petersburg City Public Schools FY2022-2023
Request for Appropriation Changes

REVENUES: Operating Fund			Use of Funds	
	FY23 Adopted	August Adjustments	FY23 Revised	
LOCAL	66,000	-	66,000	
RECOVERED COSTS	225,000	-	225,000	
STATE REVENUE	40,546,029	-	40,546,029	
STATE SALES TAX	5,412,356	-	5,412,356	
FEDERAL	55,000	-	55,000	
CITY TRANSFER	10,000,000	-	10,000,000	
Total Funds for Operating Fund	56,304,385	-	56,304,385	
REVENUES: School Food Service Fund			Use of Funds	
	FY23 Adopted	August Adjustments	FY23 Revised	
LOCAL	153,159	-	153,159	
STATE REVENUE	21,841	-	21,841	
FEDERAL	2,752,000	-	2,752,000	
Total Funds for School Food Service Fund	2,927,000	-	2,927,000	
REVENUES: School Grants Fund			Use of Funds	
	FY23 Adopted	August Adjustments	FY23 Revised	
LOCAL	222,226	508,937	731,163	<div> <div>479,527.40</div> <div>Claude Moore Grant Carryover</div> <div>29,409.34</div> <div>Robins Foundation Carryover</div> <div>508,937</div> </div>
STATE REVENUE	946,540	353,364	1,299,904	<div> <div>2,103.51</div> <div>STEM Competition Grant Carryover</div> <div>362,000.00</div> <div>VPSA State Technology Grant Carryover</div> <div>(10,740.00)</div> <div>Project Graduation Reduce to match award</div> <div>353,364</div> </div>
FEDERAL	28,910,296	7,569,015	36,479,311	<div> <div>756,186.00</div> <div>ARP HVAC Grant</div> <div>2,748,614.70</div> <div>ESSER II Grant Carryover</div> <div>12,940.42</div> <div>Gear Up Grant Carryover</div> <div>4,248.83</div> <div>Headstart Grant Carryover</div> <div>683,906.23</div> <div>IDEA Special Ed grants Carryover</div> <div>11,079.00</div> <div>IDEA Special Ed grants New Award</div> <div>177,877.72</div> <div>McKinney Vento Homeless Grant Carryover</div> <div>93,477.12</div> <div>Mental Health Grant Carryover</div> <div>18,800.75</div> <div>Parent Resource Center Grant Carryover</div> <div>395,740.80</div> <div>School Improvement Grant Carryover</div> <div>1,614,743.49</div> <div>Title I grant Carryover</div> <div>232,040.00</div> <div>Title II grant Carryover</div> <div>10,376.58</div> <div>Title III grant Carryover</div> <div>37,300.58</div> <div>Title IV grant Carryover</div> <div>771,682.37</div> <div>Unfinished Learning Grant Carryover</div> <div>7,569,015</div> </div>
Total Funds for School Grants Fund	30,079,062	8,431,315	38,510,377	7,569,015
Total PCS Revenues			89,310,447	97,741,762



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Charlie Cuthbert, Jr

RE: **A request to schedule a public hearing on the expansion of Local Historic District regulations to individual properties listed on the National Register of Historic Places.**

PURPOSE: To initiate the process for expansion of the Local Historic Districts to include properties designated as historic properties on the National Register of Historic Places.

REASON: To protect and preserve the City's valuable historic resources.

RECOMMENDATION: Adopt a resolution with 13 properites.

BACKGROUND: See attachment.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

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. NR Properties not in Local Districts - Brief Histories



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

Individually listed National Register Properties not located within Local Historic Districts

Prepared by: Kate Sangregorio, Preservation Planner

Created: October 20, 2022

1. Blandford Church

319 S. Crater Rd., DHR ID 123-0039, listed 1972

Constructed as the principle church of Bristol Parish around 1734 to 1737, this is the oldest building in Petersburg. The north wing was added between 1752 and 1770. A new church for Bristol Parish was built in 1802, which left Blandford abandoned and to fall to ruin. City Council gave the Ladies Memorial Association approval to restore the church as a memorial chapel to the Confederate dead in 1901. The renovation included the installation of stained glass windows, made by the famous Louis Comfort Tiffany, each representing a Christian saint and the Confederate state that funded their window. Tiffany also donated one window to the project.

2. Blandford Cemetery

319 S. Crater Rd., DHR ID 123-0110, listed 1992

Burials started close to Blandford Church, the oldest dating to 1702, and spread out from there over time. The cemetery is still active, and the second largest in the state after Arlington. As part of the dedication of Blandford as a memorial to the Confederate dead, the part of the cemetery called Memorial Hill is the burial site of tens of thousands of Confederates, the vast majority of who were unnamed and brought to Petersburg from around the country. Many of the individual graves and family plots throughout the older parts of the cemetery are beautiful examples of funerary craftsmanship in their stonework and ironwork.

3. Lee Memorial Park (now Petersburg Legend's Park)

1616 Defense Rd., DHR ID 052-13-0004, listed 2000

Established in 1912, the park spans 300 acres and includes Wilcox Lake and its bathhouse, the park superintendent's house, walking trails, Civil War earthworks, horticultural resources and

informational signage, a baseball field, playground, and the Lee Park Wild Flower and Bird Sanctuary. The flower and bird sanctuary was created in 1935 as part of the Works Project Administration during the Great Depression, which provided jobs for local unemployed African-American women, and resulting in most of these plant habitats' survival to the present. However, there exist accusations and firsthand accounts suggest that African American women were treated unfairly compared to their white supervisors. The collection of floral specimens compiled in the Lee Park Herbarium is complimented by the watercolor paintings done by Bessie Niemeyer Marshall. The park was popular with white residents until 1953 when a group of African American citizens filed suit to integrate swimming at Wilcox Lake. Rather than allow integration, the city closed the facilities completely, and a federal hearing was postponed indefinitely. The lake was officially desegregated by council in 2018.

4. The Peabody Building of the Peabody William's School

725 Wesley St. (facing S. Jones St.), DHR Id 123-5019, listed 2000

In 1874, the first African American school named in honor of philanthropist George Peabody was constructed on the corner of Harrison and Fillmore Streets and housed the elementary and high schools. It was one of the first partially government funded African American schools in the state. In 1920, a new Peabody school was constructed at 725 Wesley Street as an African American public high school, with its twin, the Williams building, used as a junior high. The Williams building was named for the Philanthropist and Rev. Henry Williams of Gillfield Baptist Church, but was lost in a fire in 1967. Also part of the school complex is the Giles B. Cook elementary school (originally called the Federal Street School), built in 1924. In 1951, the newest and largest part of the complex was built and took the Peabody name and use as the new high school, changing the 1920 twin buildings' name to the Henry Williams School and making them the elementary and junior high schools. Despite the passing of Brown vs Board of Education in 1954, Peabody high school was not officially desegregated until 1970. Only the 1920 Peabody Building is listed on the National Register of Historic Places for being built during the period of segregated school systems as well as being the oldest preexisting school in the City of Petersburg that was built for the education of African American children. The rest of the Peabody complex is eligible as an example of the development of African American educational history, the consequences of the Virginia Massive Resistance policy, and the Civil Rights Movement.

5. Petersburg National Battlefield

DHR ID 123-0071, listed administratively in 1966

The Battlefield is partly located in Prince George County and spans 2,700 acres with a tour road and walking trails. The park consists of a vast network of fortifications and entrenchments constructed by both Union and Confederate armies during the siege of the city of Petersburg from June 1864 to April 1865. The earthworks meander for twenty-seven miles along the outskirts of the city. Prominent among these scars of war is the Crater, a large depression created on July 30, 1864 when the Union army tunneled under Confederate lines and breached them by setting off a huge charge of explosives at the end of the tunnel. A quick response by Confederate Brig. Gen. William Mahone plugged the gap. At that juncture a division of black Union troops was ordered to charge into the crater. Floundering in the mangled earth, the division attempted unsuccessfully to scale the crater's sides and were slaughtered by the Confederates. This is the only Civil War site in Virginia closely associated with African American

troops in combat that is listed in the registers. The long siege and Grant's maneuver around the Confederate right flank forced Lee to abandon his lines on April 2, 1865 and retreat west, giving up the capital in Richmond as well. The siege of Petersburg was the first instance of modern trench warfare.

6. Charles Cohen House

32 S. Adams St., DHR ID 123-0115, listed 2007

Despite being built in 1851 for Joseph Williams, the Charles Cohen House in Petersburg was named for its fourth owner, who was responsible for its current Second Empire-style appearance. Cohen's 1898 renovation used the style's characteristic mansard roof as a fashionable and economic way to add living space in a third story. Cohen was a prominent local merchant, though his business interests extended into North Carolina, Richmond, and New York. He died in 1915 and is buried in the Jewish cemetery in Petersburg. The Cohen house was sold out of the family in 1939, after which it declined, but it has since undergone an extensive rehabilitation.

7. People's Memorial Cemetery

334 S. Crater Rd., DHR ID 123-5031-0001, 2008

Twenty-eight members of Petersburg's large community of free African Americans purchased a one-acre tract to serve as a burial ground in 1840. Subsequent acquisitions of adjacent land created a cemetery complex later known as People's Memorial. Buried here are slaves, an antislavery writer whose grave is listed on the National Underground Railroad Network to Freedom, a 19th-century member of the Virginia House of Delegates, veterans of the Civil War through World War II, and hundreds of other black residents. Numerous grave markers bearing the insignia of mutual aid societies and fraternal orders reflect the importance of these organizations to the community. In 1943 the City widened Crater Road, deeding the cemetery one acre of land to the southwest of the cemetery to re-inter the 108 displaced burials, but never reinstalled the 1906 iron fence and gate that was removed. The City undertook some beautification efforts in 2015, including a new fence, general cleaning, and paving the entrance from the road.

8. South Chappell Street Car Barn

124 Chappell St., DHR ID 123-5421, listed 2009

The sole surviving building of its type in Petersburg, the South Chappell Street Car Barn is a tangible reminder of the transportation system that encouraged the construction of residential suburbs and contributed to the decline of central-city neighborhoods. The car barn was probably constructed between 1899 and 1903 to store and repair streetcars, by either the South Side Railway and Development Company or its successor, the Virginia Passenger and Power Company. The city's first streetcar system was the creation of George Beadle, who also founded the Petersburg Street Railway Company in 1883 and used horse-drawn passenger cars. Beadle expanded the line west to the Central State Lunatic Asylum in 1888. The 1891 electrification of the lines and their expansion offered city workers transportation to suburban jobs, which encouraged many to move out of the city center. While it is a utilitarian building, the car barn has an intact historic form and details, providing a visible link to this early period in

Petersburg's transportation history. With the eventual decline of the streetcar system, the building was converted in 1936 to a bus service facility.

9. Virginia Trunk and Bag Co.

600 W. Wythe St., DHR ID 123-5423, listed 2009

Evoking Petersburg's heyday as the self-proclaimed world's leading manufacturer of trunks and valises, the Virginia Trunk & Bag Company, established in 1898, had a large facility operating in the city by 1903. The complex today retains its original buildings and structures, where the various trunk-manufacturing operations were performed, from receiving raw lumber to shipping finished products. From 1916 until 1931 the site was also the headquarters for the American Hardware Company, the parent company for at least six different trunk makers in Petersburg. At the time of its listing, the Virginia Trunk & Bag Co. represented the most intact and best preserved of the remaining trunk manufacturing facilities in Petersburg.

10. Sutherland House

606 Harding St., DHR ID 123-0006, listed 2011

The Sutherland House is one of the most architecturally significant Civil War-era houses in Petersburg. The house, which features two unusual chimneys, was built circa 1860 by George Washington Sutherland, a prosperous city grocer, and his wife. An existing one-room brick dwelling built in 1838 was adapted by Sutherland to serve as an ell to the new house, and a two-story frame addition was completed by 1877. The interior features ornate plaster ceiling medallions, wide-plank heart pine floors, eight fireplaces, and twelve-foot-eight-inch ceilings. The contributing two-story, four-room brick service building to the rear, contemporary with the main house, is one of few such dependencies to survive in Petersburg.

11. Trailways Bus Station

108 W. Washington St., DHR ID 123-5493, listed 2015

The Trailways Bus Station in downtown Petersburg was the site of civil rights protests and sit-ins that occurred during 1960 and 1961. As one of the stops on both the historic Journey to Reconciliation and Freedom Ride civil rights campaigns, the bus station witnessed events that were a critical part of the Civil Rights Movement in Petersburg and the state. Constructed in 1946 and to date the only mid-20th-century, unaltered Trailways bus station in the Streamlined Moderne style documented by DHR, the building retains the architectural features that marked racial segregation. With separate bathrooms, water fountains, and waiting areas, it was specifically designed to convey and enforce the requirement that there be strict separation of whites and African Americans to the extent possible as then set forth under Virginia law. In 1960, after a period of sit-ins in the station, the president of the Bus Terminal Restaurants, Inc. executed company policy to not refuse service based on race. This made Petersburg's Trailways station one of the first integrated bus terminals in Virginia.

12. Christ and Grace Episcopal Church

1545 S. Sycamore St., DHR ID 123-5506, listed 2020

Locally important in Petersburg for its Gothic Revival architecture, Christ and Grace Episcopal Church arose in two sections through two separate building campaigns. It began in 1925 with construction of Grace Church Chapel, a parish house built for a future church complex, designed by architect Frank Watson, a leading proponent of the Gothic Revival style. The chapel served as the home of Christ Episcopal Church from 1928 until 1953, the year it merged with Grace Church and became Christ and Grace Episcopal Church. In 1955, church officials approved adding a nave and chancel to the complex and the completed church opened in 1957 to the blended congregations. Since then, the building has remained largely unaltered. The church exemplifies the architectural designs Episcopal parishes erected during the first decades of the 20th century, the height of the Gothic Revival movement. It is notable for continuing that design aesthetic into the mid-20th century, under the guidance of architect William Heyl Thompson, who adapted the Gothic Revival design to the reduced expectations of the post-World War II era. From start to finish, the same architectural firm oversaw the church's plans during its 30-year span of growth.

13. Byrne Street USO Club (The Beaux Twenty Club)

464 Byrne St., DHR ID 123-5054, listed 2022

The Byrne Street USO Club was constructed in 1942 as a United Service Organization (USO) facility offering recreational services and entertainment programs for African American troops during military segregation in World War II. This was the only African American USO Club, while there were four designated for whites. President Franklin D. Roosevelt created the USO on February 4, 1941, to maintain morale among soldiers shortly before the country entered the Second World War. The U.S. military provided supplies and labor for the construction of USO buildings, and they were built according to standardized plans. Until the end of World War II, the Byrne Street USO Club functioned as a space for Black servicemen to socialize safely and for the troops and their families to receive aid. Virginia State University acquired the property in 1948 and ensured the clubhouse remained in use as a recreational center for the African American community in Petersburg after the war. The Beaux Twenty Club, a male civic and service organization formed by the community's Black businessmen, including Virginia's first African American mayor H. E. Fauntleroy, Jr., made the Byrne Street USO Club building its headquarters from the 1960s to ca. 2018.

14. The Jarratt House

808-810 Logan St., DHR ID 1233-0114-0002, listed 2022

Built circa 1820 as a rental property by John Wilder, a white man, the Jarratt House is the lone surviving brick Federal double house and the only antebellum building surviving on Pocahontas Island. The settlement at Pocahontas Island began during the mid-18th century, and originally was a river community dominated by White residents. Pocahontas Island transformed into a largely African American residential and commercial neighborhood during the early 19th century and has substantial associations with Virginia Indian tribes. Petersburg had the largest free Black population in antebellum Virginia, and more free Black persons resided on Pocahontas Island than in any other part of Petersburg.

The Jarratt House also is associated with Lavinia Sampson, a member of the Pamunkey tribe, who owned the property from 1853 to 1877 and rented out rooms to sailors. The house then came under ownership of the Jarratt Family, whose ancestor, Richard Jarratt, is suspected to be one of the first free mulatto Blacks born on Pocahontas Island. The locally prominent Jarratt Family kept the house in their possession until 1991 when they donated it to the City of Petersburg.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Travis Christian

RE: **Consideration of an appropriation of the FY22 Edward Byrne Memorial Grant (JAG) \$30,851 - 1st Reading**

PURPOSE: To appropriate the FY22 Edward Byrne Memorial Grant (JAG) in the amount of \$30,851.

REASON: These are the funds awarded to the City of Petersburg Police Department issued by the Office of Justice Programs (OJP).

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the FY22 Edward Byrne Memorial Grant (JAG) \$30,851.

BACKGROUND: The City of Petersburg Police Department has been awarded a grant from Office of Justice Programs (OJP) for FY22 Edward Memorial Grant (JAG) in the amount of \$30,851.

COST TO CITY: There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM: This item was not included in the FY23 Budget

REVENUE TO CITY: 30,851

CITY COUNCIL HEARING DATE: 11/1/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City of Petersburg Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. FY22 Edward Byrne Grant (JAG) 1st Read 10.12.2022

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE
MAKING APPROPRIATIONS FOR THE FISCAL YEAR
COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022
FOR THE GRANTS FUND.**

BE IT ORDAINED by the City Council of the City of Petersburg, Virginia:

I. That appropriations for the fiscal year commencing July 1, 2022, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2023.

Previously adopted	\$0.00
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ADD: 2022 Edward Byrne Mem Grant (JAG) (3-200-24040-615-0-213)	<u>\$30,851.00</u>
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Total Revenues	<u>\$30,851.00</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022 and ending June 30, 2023, the following sums for the purposes mentioned:

Previously adopted	\$0.00
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ADD: Other Operating Supplies (JAG22) (4-200-31104-6014-0-304)	<u>\$30,851.00</u>
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Total Expenses	<u>\$30,851.00</u>
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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Travis Christian, Police Chief

FROM: Genevieve Lohr

RE: **Consideration of an appropriation of the Juvenile Justice and Delinquency Prevention Title II Grant of \$222,200 - 1st Reading**

PURPOSE: To appropriate the Juvenile Justice and Delinquency Prevention Title II Grant of \$222,200.

REASON: These are the funds awarded to the City of Petersburg Department of Police and issued by the Commonwealth of Virginia Department of Criminal Justice Services.

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the Juvenile Justice and Delinquency Prevention Title II Grant for \$222,200.

BACKGROUND: The City of Petersburg has been awarded a grant from the Commonwealth of Virginia Department of Criminal Justice Services for the Delinquency Prevention Grant of \$222,200.

COST TO CITY: There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM: This item was not a part of the FY23 budget

REVENUE TO CITY: \$222,200

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Petersburg Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. FY23 Juvenile Justice and Delinquency Prevention Title II Grant

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

BE IT ORDAINED by the City Council of the City of Petersburg, Virginia:

I. That appropriations for the fiscal year commencing July 1, 2022, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2023.

Previously adopted	\$0.00
ADD: Juvenile Justice and Delinquency Prevention Title II Grant	<u>\$222,200</u>
Total Revenues	<u>\$222,200</u>

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022, and ending June 30, 2023, the following sums for the purposes mentioned:

Previously adopted	\$0.00
ADD: Other Operating Supplies	<u>\$222,200</u>
Total Expenses	<u>\$222,200</u>



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Tina Watkins, Fire Chief

FROM: Mark Milazzo

RE: **Consideration of an appropriation of the FY23 Radiological Emergency Preparedness Program (REPP) Grant of \$2,100 - 1st Reading**

PURPOSE: To appropriate the Radiological Emergency Preparedness Program (REPP) grant of \$2,100.

REASON: These are the funds awarded to the City of Petersburg and issued by the Commonwealth of Virginia Department of Emergency Management.

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the FY23 Radiological Emergency Preparedness Program (REPP) grant for \$2,100.

BACKGROUND: The City of Petersburg has been awarded a grant from the Commonwealth of Virginia Department of Emergency Management for the FY23 Radiological Emergency Preparedness Program (REPP) of \$2,100.

COST TO CITY: There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM: This item was not a part of the adopted FY23 budget

REVENUE TO CITY: \$2,100

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City of Petersburg Fire Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. FY23 Radiological Emergency Preparedness Grant

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

BE IT ORDAINED by the City Council of the City of Petersburg, Virginia:

I. That appropriations for the fiscal year commencing July 1, 2022, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2023.

Previously adopted	\$0.00
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ADD: FY23 Radiological Emergency Preparedness Grant	<u>\$2,100</u>
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Total Revenues	<u>\$2,100</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022, and ending June 30, 2023, the following sums for the purposes mentioned:

Previously adopted	\$0.00
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ADD: Other Operating Supplies	<u>\$2,100</u>
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Total Expenses	<u>\$2,100</u>
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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 1, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Presentation of proclamation designating November 12, 2022, as Sigma Gamma Rho Sorority, Inc Beta Xi Sigma Chapter's Day in the City of Petersburg.**

PURPOSE: Presentation of proclamation.

REASON: Presentation of proclamation.

RECOMMENDATION: Presentation of proclamation.

BACKGROUND: See attached proclamation.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/1/2022

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. proc

PETERSBURG



VIRGINIA

Proclamation

WHEREAS, the City of Petersburg traditionally recognizes organizations who have made significant contributions to the vitality of our city, and the Beta Xi Sigma Chapter of Sigma Gamma Rho Sorority, Inc. truly represents Petersburg values at their best; and

WHEREAS, Sigma Gamma Rho Sorority, Inc.'s commitment to service is expressed in its slogan, "Greater Service, Greater Progress" and has a proud history of providing positive and proactive community outreach. Sigma Gamma Rho enhances the quality of life for women and their families in the U.S. and globally was founded by seven educators on November 12, 1922, in Indianapolis, IN, on the campus of Butler University; and

WHEREAS, in 1950, the Beta Xi Sigma Chapter was chartered as Petersburg's Graduate Chapter of Sigma Gamma Rho Sorority, Inc. for Virginia State University and St. Paul's College; and

WHEREAS, Sigma Gamma Rho Sorority, Inc. has uplifted the community through sisterhood, scholarship, and service for 100 years. The women of Beta Xi Sigma Chapter have worked tirelessly to build and sustain a well-known and highly respected reputation for leading positive change and provide critical services and support to their communities; and

WHEREAS, whether it be through collecting and donating educational materials, equipment and school supplies to address the needs, challenges and issues that face school-aged children who are educationally at-risk through their Operation BigBookBag, being a National Series sponsor and supporter of St. Jude, a national partner with March of Dimes, local partner with social services and other local community organizations to provide health and wellness resources to Petersburg through their annual Youth Symposium, Project Cradle Care and Women's Wellness Initiatives, the women of the Beta Xi Sigma Chapter continuously demonstrate their commitment to community service.

WHEREAS, a further testament to the Beta Xi Sigma Chapter's passion for empowering and uplifting their communities, through a partnership with Good Health WINS, they support efforts to address vaccination coverage across racial and ethnic adult populations that currently experience health disparities in Petersburg and surrounding areas, including education surrounding the importance of immunization, medical services, and the promotion of healthy lifestyles; and

WHEREAS, with 50 professional and community engagement-orientated women, the Beta Xi Sigma Chapter has proven to be a dedicated community partner for positive change and will continue to remain steadfast in its commitment to empower, uplift, and serve our city's residents.

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

November 12, 2022

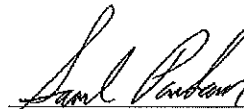
As

"SIGMA GAMMA RHO SORORITY, INC. BETA XI SIGMA CHAPTER DAY"

in the City of Petersburg, in celebration of 100 years of greater service.


Dated: 11/12/2022





Mayor, Samuel Parham

ATTEST:



Clerk of Council, Nykesha D. Lucas