



# City of Petersburg Virginia

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## December 13, 2022 - Regular City Council Meeting Agenda

December 13, 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. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
  6. **Responses to Previous Public Information Posted**
  7. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. **Minutes: (Page 4)**
      - October 25, 2022 - Special City Council Meeting
      - November 15, 2022 - Closed Session
      - November 15, 2022 - Regular City Council Meeting
    - b. Consideration of an Ordinance authorizing the City Manager to execute a Deed of Easement to Prince George County for the purpose of a sanitary sewer force main realignment. **(Page 59)**
    - c. A request to schedule a public hearing to amend the FY23 Budget and appropriate funding to the YMCA (Young Men's Christian Association) **(Page 61)**
  8. **Official Public Hearings**
    - a. A public hearing for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024. **(Page 63)**
    - b. A public hearing for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009. **(Page 90)**

- c. A public hearing and consideration of an ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard. **(Page 118)**
- d. A public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009. **(Page 184)**
- e. A Public Hearing and consideration of an Ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street. **(Page 209)**

## **9. Public Information Period**

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

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

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

## **11. Items removed from Consent Agenda**

## **12. Finance and Budget Report**

## **13. Unfinished Business**

- a. 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. **(Page 215)**
- b. Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street. **(Page 236)**

## **14. New Business**

- a. Consideration of a resolution supporting the efforts to use the Resilience Adaptation Feasibility Tool (RAFT) to enhance resiliency in Petersburg. **(Page 259)**
- b. Consideration of a “Fleets Branch Stream Restoration” Project – Memorandum Of Understanding (MOU). **(Page 278)**
- c. Consideration of a resolution supporting the Virginia America 250 Commission. **(Page 288)**
- d. Consideration of a resolution of support for Richard Bland College transition to an independent governance structure. **(Page 290)**

## **15. City Manager's Report**



- a. Presentation on Code Enforcement Efforts. **(Page 292)**
- b. Presentation from Dominion Energy on Smart Meters. **(Page 349)**

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

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

**18. Adjournment**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Nykesha Lucas

**RE:** **Minutes: (Page 4)**  
**-October 25, 2022 - Special City Council Meeting**  
**-November 15, 2022 - Closed Session**  
**-November 15, 2022 - Regular City Council Meeting**

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**PURPOSE:** For informational purposes only.

**REASON:** For informational purposes and council approval.

**RECOMMENDATION:** To be approved with the consent agenda items.

**BACKGROUND:** See attached council meeting minutes.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**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. October 25, 2022 Special City Council Meeting Minutes
2. November 15, 2022 Closed Session Meeting Minutes
3. November 15, 2022 - regular city council minutes



The Special City Council Meeting of the Petersburg City Council was held on Tuesday, October 25, 2022, at the Petersburg Public Library. Mayor Parham called the Special City Council Meeting to order at 4:01 p.m.

**1. ROLL CALL:**

Present:

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

Absent: Council Member Treska Wilson-Smith

Present from City Administration:

Clerk of Council Nykesha D. Lucas  
City Manager John March Altman, Jr.  
City Attorney Anthony Williams

**2. DISCUSSION AND CONSIDERATION:**

Mayor Parham stated, "Next, we have our senator here. Senator Joe Morrissey is here. I just want to give him a few minutes to talk about the legislation that he put in for the City of Petersburg to open up. Senator Morrissey hello how are you doing?"

Senator Joe Morrissey stated, "Thank you Mr. Mayor and members of city council. It is good to be here with you. Let me just give you a very brief summary on how we got to this point to having legislation that is going before senate, general laws, and finance in just a few short months. In March of 2019 the General Assembly passed significant legislation for the first time to create five casino host cities in the Commonwealth. And these cities were Bristol, Danville, Norfolk, Portsmouth, and Richmond. It was significant legislation because it was the first time that they would have that time of gaming in the Commonwealth. Thereafter, the various cities held referendums. Four of them passed. Last year, the City of Richmond held a referendum and they failed. We do not have to go into the reasons why it failed but for whatever reason it failed, and there was a delta of about 1,500 votes. Immediately after that, Mayor you and I, and several city council members talked about Petersburg being the 5<sup>th</sup> host city in the Commonwealth. And so, during the 2022 General Assembly Session, I introduced legislation that would allow Petersburg to be that 5<sup>th</sup> casino host city. Senate finance agreed that a study needed to occur first to see if Petersburg could support a casino. And that study was going to be done by a group that had previously done the study for the other five cities. That J. Lark Study has now been completed. And last week they reported that Petersburg would in fact be able to host a casino. In fact, it met all of the markers by a wide margin. In their report, they said that the casino after construction, that means after post construction, jobs would have almost 1,300 permanent jobs and \$12.5 million of local revenue. And that I would tell the city council are floors. And I expect that it would be greater than that. I had them now introduced legislation that has already been filed with the general assembly. It's Senate Bill 780 and it will do the following. It will add Petersburg as the 5<sup>th</sup> and final eligible host city for the five host cities in the Commonwealth. The legislation specifically states that Petersburg must vote in a referendum before Richmond has another opportunity to hold a second referendum. If Petersburg prevails in the referendum, Richmond will be eliminated as a potential host city, and it also finally designates that the referendum will be held in November 2023, approximately 12 months from now. So, that is where we are headed and there is work to be done but I will say this. I think I am well positioned to say it because I represent Petersburg and Richmond. I do not think there is another city in the entire Commonwealth that is more deserving to be a host city than

\*Audio available upon request.

Petersburg. Petersburg has had some challenges over the last four or five decades. They have overcome those challenges. But when you look at what the General Assembly wants in a host city in order to empower the economic engine of that host city, Petersburg is at the top of the list. And like I said, there's a great deal of work to be done. But I am very enthusiastic about not only the casino coming to Petersburg, but the group that you have selected. With that, that's the overview. If I can answer, Mr. Mayor, Members of Council, any specific questions, I will try to do that. And then I'll take my leave."

Mayor Parham stated, "Alright. Thank you so much Senator Morrissey for what you do here for Petersburg. And we will continue to work hand in hand with you and look forward to that journey starting January 11<sup>th</sup>. And let's get this over the goal line. I think that it will be a wonderful opportunity for the City of Petersburg."

Senator Morrissey stated, "Thank you very much."

Mayor Parham stated, "Thank you."

- a. To receive an informational presentation from the Cordish Companies for an Economic Development Project.

**BACKGROUND:** On October 18, 2022, City Council unanimously passed a motion to move forward with exploring the partnership with the Cordish Companies and schedule a special meeting for October 25, 2022.

**RECOMMENDATION:** For informational purposes.

Brian Moore, Director of Economic Development, gave a brief overview and introduction of the Cordish Companies.

Mr. Moore stated, "At this time, I would ask Lisa Speller, principal of the Speller Group, to come forward to begin the presentation."

Ms. Speller stated, "I am the consultant retained to work on the Petersburg Economic Development Project inclusive of a casino. I am here today to introduce to you the selected partner, The Cordish Companies. In anticipation of a favorable J. Lark Report over the past six months, we have undertaken the necessary due diligence to evaluate potential development partners for this opportunity. The Mayor and City Council requested that this project not only be a casino but a development project for the entire city that creates growth. Important to our evaluation was the identification of a development partner that not only had a track record in developing and operating casinos but also a partner with a long history and experience with revitalizing cities across the country. Community engagement was at the core and a commitment to igniting economic development here in the City of Petersburg. As a consultant for the City of Petersburg I evaluated five interested casino operators and visited six states and evaluated seven properties. Tonight, I would like to introduce to the City of Petersburg my recommendation and City Council selected economic development partner, The Cordish Companies. Zed Smith, the Chief Operating Officer and Ed Evans, Chief Diversity Officer with The Cordish Companies are here today to provide a presentation. Thank you, Mayor Parham, and Members of Council, for this opportunity to work on this project."

Zed Smith, Chief Operating Officer, and Ed Evans, Chief Diversity Office, gave an overview of the PowerPoint presentation being presentation.

Key notes:

- The Cordish Companies is a 112-year-old private company in its fourth generation of family

\*Audio available upon request.

ownership.

- They are long-term investors and operators that treat their team members, customers, partners, and community like family.
- They are one of the largest, most respected developer-operators of upscale mixed-use, entertainment and casino resort destinations in the United States.
- They provide themselves on the breadth and depth of our in-house expertise and capabilities in both project development and business operations.
- Few companies in the world have matched their expertise and track record for developing and C
- Cordish passionately believes it has an obligation to give back to the communities where we live and work.

Mayor Parham stated, "Thank you Zed and Ed for the presentation. And I would like to personally on behalf of council thank you all for your interest in getting to know our city. And this is our first opening steps right here which is introduction. And Zed if you want to get back with us on the next steps. I know you showed a lot of commercial, residential, and retail space. And what point in time would you be able to come back with some renderings of what the Petersburg site could possibly play."

Mr. Smith stated, "As I have shared, we have a long way to go. We are in the process of formulating a final plan. Within the next 30 days we will have something to present to council."

Mayor Parham stated, "Alright. Thank you. So, we look forward to the journey together and at this point of time I know that you are working with Ms. Speller. Thank you for all your work and Mr. Brian Moore. This is just the beginning. And the next piece to this will be more of the public engagement along with questions. Right now, everything is just preliminary. We wanted to open with this today to introduce you all to the City of Petersburg. Again, thank you Zed and Ed for your presentation and we look forward to seeing you in a couple of weeks. Thank you."

### **3. ADJOURNMENT:**

City Council adjourned at 4:07 p.m.

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Clerk of City Council

APPROVED:

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Mayor

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, November 15, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 4:01p.m.

**1. ROLL CALL:**

Present:

Council Member W. Howard Myers  
Council Member Darrin Hill  
Vice Mayor Annette Smith-Lee  
Mayor Samuel Parham

Absent:

Council Member Charles H. Cuthbert, Jr.  
Council Member Treska Wilson-Smith  
Council Member Arnold Westbrook, Jr.

Present from City Administration:

Clerk of Council Nykesha D. Lucas  
City Manager John March Altman, Jr.  
City Attorney Anthony Williams

**2. CLOSED SESSION:**

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the city attorney, specifically including but not limited to discussion regarding Petersburg Circuit Court Case No.: 730CL22000787-00; Petersburg City Council Ordinance 10-ORD-81; Section 2.5 of the bylaws of the Economic Development Authority; ; §§15.2-4904 and 15.2-1503 of the Code of Virginia; §§47 U.S.C. 332(c)(7)(B); and §15.2-2316.4:2 of the Code of Virginia; Article 1 §16 of the Virginia Constitution; the Establishment Clause of the First Amendment of the U.S. Constitution; and Lemon v. Kurtzman, 403 U.S. 602 (1971); and under §2.2-3711(A)(29) of the Code of Virginia for the purpose of discussion regarding the subject matter of public contract involving the expenditure of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of a public contract; under §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition and disposition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the disposition of real property; and under §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment, and appointment of a specific public officer of the City of Petersburg.

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

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

City Council entered closed session at 4:04 p.m.

\*Audio available upon request.

**CERTIFICATION:**

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

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

The motion was approved on roll call vote.

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

**22-R-75      A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.**

City Council returned to open session at 5:57 p.m.

**3.      ADJOURNMENT:**

City Council adjourned at 5:58 p.m.

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Clerk of City Council

APPROVED:

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Mayor



The regular meeting of the Petersburg City Council was held on Tuesday, November 15, 2022, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:58 p.m.

**1. ROLL CALL:**

Present:

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

Absent: None

Present from City Council Administration:

Clerk of Council Nykesha D. Lucas  
City Manager John March Altman, Jr.  
City Attorney Anthony C. Williams

**2. PRAYER:**

Mayor Parham stated, "Next, I would like to have a moment of silence for the victims of the UVA Massacre that happened."

Mayor Parham stated, "Council Member Hill will lead us in our opening prayer."

Council Member Hill led the council meeting in prayer.

**3. PLEDGE OF ALLEGIANCE:**

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

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

A quorum was determined with the presence of all city council members.

**5. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATIONS:**

a. Presentation of Kiwanis Club of Petersburg 100<sup>th</sup> Anniversary Proclamation.

Mayor Parham stated, "Today Vice Mayor Smith-Lee presented the Kiwanis Club of Petersburg a 100<sup>th</sup> Anniversary Proclamation. So, thank you."

**6. RESPONSES TO PREVIOUS PUBLIC INFORMATION PERIOD:**

Mayor Parham stated, "That is posted on Council Communicates."

**7. APPROVAL OF CONSENT AGENDA (to include minutes of previous meeting/s)**

a. A request to hold a public hearing on December 13, 2022, for the consideration of an ordinance

\*Audio available upon request.

authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of city-owned property at 118 West Street, parcel ID 024-290024.

- b. A request to hold a public hearing on December 13, 2022, for the consideration of an ordinance authorizing the city manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of city-owned property at 421 Jefferson Street South, parcel ID 022-390009 and 1114 Wythe Street West, parcel ID 024-290017.
- c. A request to schedule a public hearing on December 13, 2022, for the consideration of an ordinance authorizing the city manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of city-owned property at 1022 High Pearl Street, parcel ID 044-070009.
- d. 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.
- e. A request to schedule a public hearing and consideration of an ordinance authorizing the vacation of Right of Way along River Street between 3<sup>rd</sup> Street and 5<sup>th</sup> Street.
- f. Minutes of:
  - October 18, 2022 – Closed Session
  - October 18, 2022 – Regular Meeting
  - October 25, 2022 – Closed Session
  - November 1, 2022 – Closed Session
  - November 1, 2022 – City Council Work Session

Council Member Myers made a motion to approve the consent agenda with the removal of Item D because at the last meeting it was requested that this item go before the Planning Commission. Council Member Hill seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

## **8. OFFICIAL PUBLIC HEARINGS:**

- a. A public hearing and consideration of an ordinance approved the relocation of an easement on the property located at 1616 Defense Road, Parcel ID: 052130004.

**BACKGROUND:** The City received a request for an access easement from the owner of the property located at 1540 Baylors Lane, to move the existing access easement from its current location on the City property located at 1616 Defense Road to an existing gravel driveway on the same parcel.

The current recorded easement is a 20-foot easement on the City property located at 1616 Defense Road. However, it is not cleared or paved. The request is to vacate the easement at the current location and to relocate the easement from the existing location to an existing gravel driveway north of the existing easement.

**RECOMMENDATION:** It is recommended that the City Council holds a Public Hearing and considers the request for an easement on city property at 1616 Defense Road and approve the ordinance attached.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the consideration of an ordinance approved the relocation of an easement on the property located at 1616 Defense Road, Parcel ID: 052130004.

\*Audio available upon request.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

There was discussion among City Council and staff.

Council Member Wilson-Smith made a motion to approve the ordinance approving the relocation of an easement on the property located at 1616 Defense Road, Parcel ID: 052130004. Council Member Hill seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

**22-ORD-58 AN ORDINANCE APPROVING THE VACATION OF AN EXISTING EASEMENT ON CITY PROPERTY AT 1616 DEFENSE ROAD, PARCEL ID: 052130004, AND APPROVES AN EASEMENT ALONG AN EXISTING GRAVEL DRIVEWAY ON THE SAME PARCEL.**

- b. A public hearing and consideration of an ordinance approving a petition to rezone property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

**BACKGROUND:** The City of Petersburg received a petition to rezone the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

The purpose is to permit the construction and operation of a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.

The proposed use is permitted in the B-2 district with a Special Use Permit.

The current Comprehensive Plan Future Land Use Plan identifies the property as commercial. The proposed use complies with the Future Land Use Plan of the Comprehensive Plan.

The Planning Commission is scheduled to consider the petition during the November meeting, prior to a City Council Public Hearing and consideration of the petition.

**RECOMMENDATION:** It is recommended that the City Council holds a Public Hearing and considers an Ordinance rezoning the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the request for an ordinance rezoning the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Andy gave a brief overview of the request for rezoning at 3450 South Crater Road.

Council Member Hill made a motion to approve the ordinance rezoning the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2). Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote,

\*Audio available upon request.

voting yes: Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham; Abstain: Cuthbert

**22-ORD-59 AN ORDINANCE APPROVING A PETITION TO REZONE PROPERTY IN THE CITY OF PETERSBURG, LOCATED AT 3450 SOUTH CRATER ROAD, PID 087-030815, FROM PLANNED UNIT DEVELOPMENT DISTRICT (PUD) TO GENERAL COMMERCIAL DISTRICT (B-2).**

- c. A public hearing and consideration of a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, similar facilities.

**BACKGROUND:** The City of Petersburg received a petition for a Special Use Permit to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities on the property located at 3450 South Crater Road, PID 087030815. A Special Use Permit is required for the proposed use in accordance with the City's Zoning Ordinance.

The property is approximately 0.0789 acres, 34,369 sq. ft with a total street frontage of 195 feet. The subject property is located immediately adjacent to the South Crater Road Shopping Center, zoned PUD.

The purpose is to permit the construction and operation of a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities. The proposed use is permitted in the B-2 district with a Special Use Permit.

The current Comprehensive Plan Future Land Use Plan identifies the property as Commercial. The proposed use complies with the Future Land Use Plan of the Comprehensive Plan.

The Planning Commission is scheduled to consider the petition during the November meeting, prior to a City Council Public Hearing and consideration of the petition.

**RECOMMENDATION:** It is recommended that the City Council holds a Public Hearing and considers a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the request for a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815.

Mayor Parham opened the floor for public comments.

Gary Talley, 2323 Fort Rice Street, stated, "I have a question. On that stretch of road there is sign on the opposite side of the road that says a car wash is coming. Now, this looks like it is going to be built in the Wal-Mart parking lot on the opposite side of the road. What is being presented is a little bit confusing to what we see every day on the side of the road. I just want clarification. It is a good idea I just want to know exactly where it is going to be."

Andrew Condlin stated, "This is exactly across. The existing site is already approved for a Flag Stop Car Wash. This would be within the shopping center of the Wal-Mart. So, this would be a second one along that corridor. I do not believe that has already been built at this point, but it is still pending to be a second one. But this is within the Wal-Mart Plaza Shopping Center lot using their access and within that parking area."

Seeing no further hands, Mayor Parham closed the public hearing.

\*Audio available upon request.

Council Member Hill made a motion to approve the Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815. Vice Mayor Smith-Lee seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham; Abstain: Cuthbert

**22-ORD-60 AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR PROPERTY IN THE CITY OF PETERSBURG, LOCATED AT 3450 SOUTH CRATER ROAD, PID 087-030815.**

- d. A public hearing and consideration of an ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard.

Mayor Parham stated, "Mr. Tabor is this item being pulled for tonight?"

Mr. Tabor stated, "Yes, sir."

Mr. Altman stated, "The applicant requests for referral to the December 13<sup>th</sup> meeting."

Council Member Hill made a motion to table action until December 13<sup>th</sup>. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

- e. A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road.

**BACKGROUND:** The City of Petersburg Zoning Ordinance establishes procedures for approving Special Use Permits.

The property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District, and the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District and a Special Use Permit to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the City's Zoning Ordinance.

The subject property totals 20.22 acres.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised, in accordance with applicable laws.

The Planning Commission approved a resolution during the September 1, 2022 meeting to recommend approval of a Special Use Permit for the property located at 970 Winfield Road, PID: 034020003, to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the City's Zoning Ordinance.

The City Council adopted 17-Ord-1 adopted 1/3/17, approving a petition submitted by a different petitioner for the same use for the property.

**RECOMMENDATION:** It is recommended that the City Council adopts an Ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road.

\*Audio available upon request.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the Special Use Permit request for 944 E. Wythe Street.

Mayor Parham opened the floor for public comments.

Sara Melissa Witiak, 22 Centre Hill Ct, stated, "So, I came here last time asking some questions about the location and the utility of the solar generating facility in terms of taking up greenspace for our city. And also, what is the benefit to our city. At this time, I still have questions about this development. One is that the company does say that it will participate in the community solar program which will provide a 10% decrease in electric use and not the transmission or anything else as I understand it for low-income residents. I am not sure how we will make sure that our residents get access to that before we send out all that slightly cheaper greener to the rest of Virginia. So, I would really like the city to do everything that they can to make sure that the residents benefit from that if they do intend to pass this. If we do build the solar panel, I think that there will probably be heat effects for the residents to either side of the solar panel farm. In talking with the company, they have been very open to perhaps donating money for a tree maintenance fund to a non-profit in Petersburg or perhaps moving us towards Tree City USA with that tree maintenance fund. They have also suggested that the land could be returned back to the city once the solar panels are removed. In which the city could make a commitment to maintain this land in green space. The company also said that they would reforest and retree that area. And then finally the company has said that they would help provide some curriculum materials for the schools to educate students and teachers about some of the new green energy systems. So, I would really like the city to think about how they want to execute this agreement. This is not an issue that is going to go away. There are going to be more request for solar panels in green areas. The city does not have much green areas, so I think that the city needs to be very clear on how we want to use our green spaces and how we want to encourage people to put solar panels on roofs instead of in green spaces. Thank you."

Jeff Fleming, 1819 Chuckatuck Avenue, stated, "I just got a question. Solar panels I am all for it. But after its lifespan who is going to be responsible for removing it or disposing of the panels. Because those panels are hazardous waste at that point. And as a city, we do not want the company to come in and set up and then just leave the panels where we are left holding the bag. Someone needs to put in there that they are responsible for removing and disposing of those panels. That is something that in 20 years we may not be here to see it, but someone will have to deal with it. I think someone needs to address that."

Alex Fox, representative of Total Energy, gave an update and response on the company.

Seeing no further hands, Mayor Parham closed the public hearing.

There was discussion among City Council and staff.

Mr. Williams stated, "It appears, and I am speaking clarification from the Planning Director, that there are two items on the agenda. The current item that we are looking at and there is another, '13a'. Which appears to be a rezoning. As I read it, I am guessing that it is going to be a rezoning and then the SUP goes with the rezoning. I would think that you would have to adopt '13a' before you consider this item. So, you may want to just move this down until you have resolved what you are going to do with '13a'. Is that right Mr. Tabor?"

Mr. Tabor stated, "Yes. The rezoning would have to occur prior to the special use permit. Unless you want to move the rezoning up."

Mayor Parham stated, "Okay. Let's amend the agenda and move on to item '13a', which goes along with what we are doing on item '8e'. And '13a' is the public hearing and consideration of an ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to

\*Audio available upon request.

M-1, Light Industrial District to permit the use of a solar electric generating facility.”

**Item 13a:**

- 13a. A public hearing and consideration of an ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use of a solar electric generating facility.

**BACKGROUND:** The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district.

The property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District, and the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District. The petitioner would like to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility).

The subject property totals 20.22 acres and, the City's Comprehensive Plan Future Land Use Plan designates the property as Medium and High Density Residential.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission approved a resolution during the September 1, 2022 meeting to recommend approval of an amendment to the Comprehensive Plan Future Land Use for the area of the City that includes the property located at 970 Winfield Road, PID: 034020003, to designate the future land use as Light Industrial, and to recommend approval of an amendment to the Zoning District Designation to designate the property located at 970 Winfield Road, PID: 034020003 as zoned M-1, Light Industrial District.

**RECOMMENDATION:** It is recommended that the City Council adopts an Ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use for a solar electric generating facility.

Mayor Parham opened the floor for public comments.

Sara Melissa Witiak, 22 Centre Hill Ct, stated, “As you consider this rezoning issue, I think one thing to think about is what happens if this does not work or is not approved, and we go ahead with the rezoning to make this industrial then I think that the landowner can pretty much do anything that they want with this land. Including building something that can be much worst in a solar panel facility or residential lots. So, I would like to ask you to think very careful about how you do that. Also, if the land is donated back to the city, if the solar panel is approved then what will that land be zoned as and how will that land be used. Because they will be retreeing it if they do. So, it would be kind of productive to have that be industrial and then all cut down by the city for something else. So, just think long term about that and how you would handle that. Thank you.”

Richard Stewart, 129 Rolfe Street, stated, “This is my concern. I have not heard you say anything about Petersburg. Petersburg is a historical mecca. I have not heard a single word about the battlefield and the Battle of Crater and different areas. So, if you rezone it don't you have to get permission from the Battlefield Park. Isn't that part of the park? Because the civil war was fought all over Petersburg. Wasn't Winfield Road a part of that? So, does that relate to Battlefield Park. Something needs to be said about that.”

Jeff Fleming, 1819 Chuckatuck Avenue, stated, “Like I said before, I am all for solar and alternative energy. But I think it needs to be some research done on what the silicon panels are. I did not understand

\*Audio available upon request.

when he said a silicon type of panel. They are hazardous waste and we do not want to be holding the bag on this when they are done. So, seriously there should be a bond put in place after the end of the service life on the panels. That is all."

Seeing no further hands, Mayor Parham closed the public hearing.

There was discussion among city council and staff.

Council Member Hill made a motion to approve an ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use for a solar electric generating facility. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

**22-ORD-69 AN ORDINANCE APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN AND ZONING DESIGNATION OF THE PROPERTY LOCATED AT 970 WINFIELD ROAD FROM R-5, MULTIPLE DWELLING DISTRICT TO M-1, LIGHT INDUSTRIAL DISTRICT TO PERMIT A SOLAR ENERGY FACILITY USE.**

Council Member Hill made a motion to approve the Ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road. Council Member Myers seconded the motion. There was discussion among City Council.

Council Member Cuthbert made a substitute motion to table item 8e until council's meeting on December 13, 2022, with the request that the city attorney after obtaining input from Solar Start present a motion at that time for council's consideration approving the Special Use Permit provided that Solar Star and its successors and ownership of the property will be financially responsible for remediating any contamination to the soil caused by the solar energy facility. The motion was seconded by Council Member Westbrook. The motion was not approved on roll call. On roll call vote, voting yes: Cuthbert and Westbrook; Voting No: Wilson-Smith, Myers, Hill, Smith-Lee, and Parham

The original motion goes on the floor.

Council Member Hill made a motion to approve the Ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road. Council Member Myers seconded the motion. There was discussion among City Council. The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Voting No: Cuthbert and Westbrook

**22-ORD-70 AN ORDINANCE APPROVING A PETITION FOR A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 970 WINFIELD ROAD TO PERMIT A SOLAR ENERGY FACILITY.**

- f. A public hearing and 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.

**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

\*Audio available upon request.



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

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

Brian A. Moore, Director of Economic Development, gave a briefing on the 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.

Mr. Moore stated, "Mr. Beasley is not here."

Mayor Parham stated, "Alright, we will strike '8f.'"

- g. 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.

Mr. Moore stated, "Item 8g has been pulled."

- h. 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.

**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.

\*Audio available upon request.

Address: 357 University Blvd  
Tax Map ID: 010-150029  
Zoning: R-3

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

Brian A. Moore, Director of Economic Development, gave a briefing on the 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.

Carmen Mitchell, wife of developer, gave a briefing on the request and purchase agreement,

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Cuthbert made a motion to approve the ordinance approving the purchase agreement for property at 357 University Boulevard. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

**22-ORD-61 AN ORDINANCE AUTHORIZING THE CITY MANAGER TP 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.**

Mr. Moore stated, "I would ask that for item '8f' for 215 Jones Street, if there can be a motion to put that on the December meeting, please."

Council Member Cuthbert stated, "Did we have the public hearing on '8f' already?"

Mayor Parham stated, "No."

Council Member Cuthbert stated, "Would it make sense to hold the public hearing now so it will not have to be readvertised? Is that the way the system works?"

Mayor Parham stated, "Yes. We can do that. Alright, we open the floor for the public hearing for anyone that came to hear the consideration of the 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."

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

There was discussion among City Council and staff.

Council Member Myers made a motion to table 8f until the December 13, 2022, meeting. Council Member Hill seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

\*Audio available upon request.

- i. 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 3<sup>rd</sup> floor of 20 E. Tabb Street, Petersburg, VA 23803.

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

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

Paul Johnson, Director of Public Works, gave a briefing 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 3<sup>rd</sup> floor of 20 E. Tabb Street, Petersburg, VA 23803.

Mayor Parham opened the floor for public comments.

Seeing no further hands, Mayor Parham closed the public hearing.

There was discussion among City Council Members and staff.

Council Member Cuthbert made a motion to table this item until December 13<sup>th</sup> and ask the city manager to present council with a report with other options that the city has with rehabbing properties.

Mr. Altman stated, "The only concern that we have and certainly we would be happy to look at properties. But the current lease expires November 30<sup>th</sup>."

Council Member Cuthbert asked, "Why does this thing come to us on November 15<sup>th</sup>?"

Mr. Altman stated, "We prepared it, and we did not anticipate that it would be any concerns. But we are facing a deadline, nonetheless. If we could approve the first year of the lease to allow us, then the opportunity to look at existing properties. So, that would at least keep us at that location."

Council Member Cuthbert stated, "Those are good comments and I understand. Mr. Mayor, if I may make a different motion that we approve this proposed lease provided that it is only for twelve months and also that we ask the city manager to report back to us at our December 13<sup>th</sup> meeting as to what other options the city has beyond year one. And what the cost of bringing those other properties up to usable condition at that time. Thank you."

Council Member Cuthbert made a motion to approve this proposed lease provided that it is only for twelve months and also that we ask the city manager to report back to us at our December 13<sup>th</sup> meeting as to what other options the city has beyond year one. And what the cost of bringing those other properties up to usable condition at that time. Council Member Wilson-Smith seconded the motion. There was discussion among City Council Members and staff.

Council Member Hill made a substitute motion to approve the ordinance for the three-year lease agreement. Vice Mayor Smith-Lee seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Myers, Hill, Smith-Lee, and Parham; Voting No: Cuthbert, Wilson-Smith, and Westbrook

\*Audio available upon request.

**22-ORD-62 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION OF LEASE AGREEMENT FOR LEASED PROPERTY LOCATED AT 20 EAST TABB STREET, 3<sup>RD</sup> FLOOR.**

Council Member Myers stated, “Mr. City Manager, can you provide us a review of all the properties that are housed outside of the city facilities so that we can understand the dynamics of why we keep making these decisions.”

Mr. Altman stated, “Certainly, we can look at providing a list of all the departments that we have in leased properties. Absolutely, yes sir. I would just say that long term for this office we want to look at the ability with our courthouse to have them inside the courthouse. So, that this will not be an ongoing issue once that facility is constructed.”

Council Member Cuthbert stated, “May I add to Councilman Myers request that the city manager add in his report a list of city-owned properties that have enough square footage to accommodate those uses for which the city is now leasing space. I think that will kind of round out the picture and answer Councilman Hill good concern that we are cherry picking. That will give us a point of reference for future consideration. So, if the city manager would do that it would be super and much appreciated.”

- j. 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.

**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.

**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.

Paul Johnson, Director of Public Works, gave a briefing 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.

\*Audio available upon request.

Mayor Parham opened the floor for public comments.

Richard Stewart, 129 Rolfe Street, stated, "Where is the floodplain in Petersburg? I know in Old Towne it is about four feet above sea level. And Pocohontas sets about 16 feet. Down where they are putting the new theater, is that a floodplain. Can you have business in a floodplain like that? Where the floodplain in this area? Is it Lieutenant Run? And how many feet above sea level is considered floodplain in Petersburg?"

Mr. Johnson stated, "To answer that question, the floodplain maps that FEMA generates would show exactly what the floodplain was at a specific address and area. So, without knowing the exact location and the maps in front of me we cannot provide that. We can determine what theater he is talking about and take a look at Pocohontas Island."

Seeing no further hands, Mayor Parham closed the public hearing.

Council Member Wilson-Smith made a motion to approve the amendment to the City Code, Chapter 58; Article II – Floodplain Management. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

## **22-ORD-63 AN ORDINANCE AMENDING CITY CODE, CHAPTER 58; ARTICLE II – FLOODPLAIN MANAGEMENT.**

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

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

Richard Stewart, 129 Rolfe Street, stated, "I speak for my community. First, I would like to thank Petersburg Fire Department for coming to the 200 block of Witten Street to save a lady and her pet life. We had a tremendous fire at 208 Witten Street. And they were there in about five or six minutes. Also, I would like to thank the emergency crew. They got the lady and animal out there. And it is amazing that in five or seven minutes they were there. They are outstanding. Now the next thing that I am concerned about is homeless sleeping under the bridge. Who property is that? That the people can go under there and do things under the bridge. A lot of people are concerned about people sleeping under that bridge. Because it is something and it looks trashy under there now. But I really want to thank the fire department and emergency crew for coming and saving that house on Pocohontas Island. I really think that is a great thing. Thank you.

Christian Wheeler, 1964 Puddledock Road, stated, "I recently purchased the 1964 Puddledock Road, former Brenco building with the plans of renovating it for my physical therapy and wellness clinic. I am here tonight to update you on that as well as some issues with the project. These are the current conditions at the time of purchase back in June of 2022. You can see the overgrowth and blight in the area. The interior of the building is in its own disarray. The floor plan at the time of purchase there were a lot of industry machines that needed to be removed. And our future plan of use on the left-hand side would be our 15,000 square foot of indoor sports area and on the right side it would be a 9,000 square foot physical therapy and wellness center. And you can see the respective spaces. Since the project and the renovation has started, we have been working on any remedy for the situation with the land. One of the biggest problems of this project is simply

\*Audio available upon request.

infrastructure. We have removed much of the blight from around the building and we are continuing to work on that. These are pictures and examples of what we want to do once the renovation is complete as well as our physical therapy. In July of 2022, I addressed the city with regard to the water supply to the building. And at that time, back in July, Capital City Services was actually brought out to hydro-drill using water sources to unearth the line. Unfortunately, after July this project had been abandoned by the city. The fact that this was the current state of the water supply to my building. Unfortunately, this created a liability for me due to the fact that there is a tremendous amount of foot traffic across that piece of property. Thus, making me responsible for filling in this. So, the water has not been established to the property still and I have owned the property since June 2022. I have also paid my real estate taxes. You can also imagine my amusement and frustration to get a water bill from the city despite the fact that there is no sewer or water to that property. Due to this fact, I have also failed to hit many of the goals that I needed for the renovation. So, now instead of renovating the large warehouse the cost of a new building that will be temporarily built on the new property will cost me an extra \$200,000 that was not budgeted for this project. So, I just wanted to bring this to council's attention. Thank you for your time."

Kai Haskett, 2936 Brierwood Road, stated, "And I have lived in Petersburg my entire life, and this is the first time that I actually got to see decisions being made. What you all are doing is a beautiful process. Also, I am here about 228 Mercer Street. It is a historical property was previously owned by the Baine Family. The Baine Family was a company that sold sodas and things like that during the antebellum time. So, basically wants to knock down the property and it is a historic property. If the property needs to be knocked down, then I understand it. However, a building inspector went around the property and basically said the property cannot stand for six more months. I have a plan to buy the property on December 22<sup>nd</sup>."

Council Member Cuthbert stated, "I think that it is important that the city manager hears what Mr. Haskett has to say. The city manager is not here to listen. With the mayor's permission, Mr. Haskett can you start again. You are doing an excellent job."

Mr. Haskett stated, "So, basically, I have been living in Petersburg all my life. And I seen Mr. Stewart speak about it a couple of times. Petersburg is a super-duper historical city. Whenever I talk about Petersburg, I tell them literally that the civil war ended at Appomattox Courthouse. And I walk pass that place every day. A lot of places in Petersburg are historic. And I have an understanding that Petersburg wants to save historic properties to keep the history here. I have a plan to actually do that with 228 Mercer Street. I actually want to buy both of the properties. It is 228 Mercer Street and the one beside it. I have a bundle deal workout with the seller. Now the city said that they need to demolish the property. I was there when the inspection happened. I do not think that an inspector can give proper evaluation of the property if he did not go inside it. He just walked around on the outside of it. After that he said that the property should be demolished in six months. And then he left it up to whoever is in charge of demolishing it. I am not asking for six months. I have a purchase agreement for December 22<sup>nd</sup>. I can get that property up to code within 30 days of buying it. I have the money and the vision. I have been in Petersburg, and I have the people to help me. The only thing that I am working against is time. I am not asking you to not knock it down. If it needs to be knocked down, then that is fine. I am asking for you to give me a chance to keep it up. It is a historical property in Petersburg, and it is beautiful. It is a six-bedroom, three bathroom and it is one beside. I am going to buy it for sure. Just give me some time. All I am ask for is 30 days after I purchase it to get it up to code. It is a historical property, and you have to find specific things to go into that property. You cannot just go to Lowe's, and Home Depot I have actually search. I can buy the property and I can do the work. If you need me to get a plan, I can do it. Just please, I am just asking for time."

Council Member Cuthbert stated, "Mayor, can I deviate from the normal protocol and ask the city manager if in response to Mr. Haskett's plea that the city would suspend and pause it efforts to demolish and let's give Mr. Haskett a chance."

\*Audio available upon request.

Mr. Altman stated, "As staff, me and the city attorney met yesterday to discuss this one and some other issues within the code realm. Where we left this property is that Mr. Haskett would be notified and given 30 days to prepare a plan to renovate the property. And if within that time, and correct me if I'm wrong Mr. Reid, a structure engineer report for that plan is needed. And if that cannot be done within 30 days then we would move forward with demolition as concern with the property being a public health and safety issue. Give Mr. Haskett the time to get a plan in and then we can move forward with his renovation. We are going to give him 30 days to stabilize. If it is stabilized within that time frame, then he can move forward with the renovation."

Council Member Cuthbert stated, "Now this is 30 days from the date that he closes, is that correct? On December 22<sup>nd</sup>?"

Mr. Altman stated, "Well we talked about it. We did not have the date that he was closing."

Council Member Cuthbert stated, "Well I have written several emails about that."

Mr. Altman stated, "What we were talking was having a meeting with him shortly to set the ground rules as to what we need to get done. Because this has been lingering for a while and we need to get it stabilized first and foremost so it doesn't present itself as a danger to the community."

Mr. Haskett stated, "I do not disagree with that. The only thing that I am saying is that I agree with Mr. Cuthbert. Please give me 30 days after I close on the property. Because if you expect me to go out here tomorrow and start finding an engineer. Because I also have to find the materials to actual build the property. I am not saying that it is impossible, but it is kind of unreasonable. Please give me 30 days after I buy it to start doing what you are asking. And then once I purchase the property then I can move forward."

Mr. Altman stated, "I am not really in favor of a public debate on this issue. But we are going to meet with you, and we are going to talk through those issues. But we already discussed allowing you time to get the report prepared and stabilizing the property. Mr. Reid will be giving you a call to walk through that with you."

Mr. Haskett stated, "Thank you."

Council Member Cuthbert stated, "I would like to point out to everyone that is interested in this topic. That Mr. Haskett does not own the building and it seems to me to be a little overly aggressive to require Mr. Haskett to do anything until the title is in his name. For example, he cannot go inside the building because he does not own it."

Mr. Williams stated, "And that is just a point of clarification that we had to make. This is a dangerous property that has been identified as dangerous. Not only by the building officials but by independent engineers. And that is why he cannot enter the property. However, the reason that he is given this period of time is because he is not the current owner. If he doesn't purchase the property, the city is going to proceed with the demolition notice that has already been issued. This is extraordinary simply because he has come forward and said that he is going to purchase the property and they want to ensure that the current owner is on notice during this transition. But the time periods are to ensure that if a child would wander in that building and it collapsed that we know that it is currently dangerous according to our code official and engineer and the city can protect the public from that. That is the effort in this case."

Mayor Parham stated, "I do not want to get into a public debate. This is the public comment period, and we have rules to this. So, if you want to continue this conversation the city manager said at a later date, he will reach out to him. If you all want to get in the room and figure out this thing with the house and the demolition. But this is the public comment period. Ms. Sara Melissa Witiak is waiting patiently. Per the rules everyone has had their time and I must give her that time."

\*Audio available upon request.

Sarah Melissa Witiak, 22 Centre Hill Ct, stated, "Thank you guys very much for your careful consideration of all of the events and items on the agenda today. I know that emails have gone out to the city council members to have a tree giveaway in your ward. I do have free trees for residents. Through a grant, and I know that two of you guys have responded and we also held an additional meeting in the Walnut Hill area. So, if you have not got the tree giveaway for your ward, please contact me so that we can get that done for your citizens so that they do not miss out on this fantastic opportunity. When it comes to the tree giveaway, we do a demonstration for how to plant a tree. We have some literature on how to care for your tree. And we also discuss about how to make sure that your tree is planted at the right place so that it does not interfere with infrastructure, power lines or property. So, I would encourage the four of you who have not had a tree giveaway to contact me. I have my business cards if you want them. But I think that this is a really important issue for the city. And fall is the best time for your residents to plant trees. They have time to accumulate to the soil before the drought of the summer. So, we are happy to accommodate different times and locations in the city to make sure that your residents can attend. We will also have members of the Department of Forest there to answer questions. So, again thank you very much. The other thing is that I have just completed putting in for NASA grant to look at issues regarding flooding, heat islands and health for the City of Petersburg and City of Richmond. This is a collaboration between Boston University, University of Richmond, and Virginia State University. So, if any of you are interested in participating in that or getting more information about that please let me know. Hopefully, fingers crossed, and we get the grant. That way is to make sure that the findings of that grant are possible for future planning in response to climate change."

#### **10. BUSINESS OR REPORTS FROM THE MAYOR OR OTHER MEMBERS OF CITY COUNCIL:**

Council Member Wilson-Smith stated, "I want to say thank you all for attending your city council meeting and wish you all a wonderful Thanksgiving since we will not see you anymore after tonight until December. I had some concerns. I went to a store on 460 a couple of weeks ago. And I could not get down the aisle because of a gaming machine. And I thought that gaming machines were illegal. And I cannot see the fire department allowing gaming machines in the middle of an aisle. I do not think that they will pass whatever it is they have to pass to get the safety certificate from the fire department to operate like that. So, I started looking at other stores and it looks like there is an overflow of gaming machines in this city. And then I understand that there is a building on Crate Road right next to the Burger King which is operating as a gaming/gamble facility. And so, I have questions if it is alright to ask the Chief of Police and maybe the Commissioner of Revenue. Do these people have to have licenses to have these gaming machines. What is the procedure and what are we doing? Why is this being allowed when it is in fact illegal?"

Mr. Williams stated, "Both of these two individuals have approached me with those same questions on this. And the short answer is yes. The gaming or grey games are illegal. There is a lawsuit that has been filed in Greenville County and it is being spearheaded by the Attorney General with a guy named Jeff Sadler who is the plaintiff, regarding these games. And that judge entered a temporary injunction until the matter can be heard. And that case is going to be decided at the beginning of next year. However, a temporary injunction has caused many localities to pause with regard to enforcement. It doesn't mean that it is not illegal to conduct this and that is the stance of my understanding that Petersburg has been taking. In terms of aggressively seeking out the violations I do not know if they have the resources or manpower in light of the existing injunction. They are illegal but there currently is a court case that questions the illegality of these games. Many localities have sought out as a decision to not pursue vigorously."

Council Member Wilson-Smith stated, "I thought that court case was over in July. And it still remains as illegal and in this particular store it has to be unsafe if it actually blocks an aisle. Who is tracking any of this? Who is looking at any of this? Do we actually know how many stores have this? And what message is being sent out if we say this is illegal, but it is okay we can do it. And so, when other illegal things go on in the city then it makes the city look illegal in other aspects of things."

\*Audio available upon request.



There was discussion among council and staff with regard to the gaming in facilities and stores within the City of Petersburg.

Council Member Wilson-Smith stated, "Thank you Ms. Flowers. My next question, I got a call from a gentleman who has no electricity at this point because Dominion went to his house to change his meters out and he opted out to change his meter. Since he didn't take the meter from Dominion, they turned the electricity off. Now they may be within Dominion's rights I do not know. But I think that we need some type of education on what these smart meters are about. I am asking if someone from Dominion can come to our next meeting and tell us so that we can explain to the smart meters and what it is all about. They will understand what is coming to them and why it is being changed out and what to expect. The gentleman who called said his child was sick when his grandchild weighed one pound and born premature. As a result of that the child has a lot of issues. Right now, him and that child are in a truck to get heat and lights. And he does not owe an electric bill. This was not turned off for nonpayment. This was turned off because he did not want his meter changed. And he did not want his meter changed because he was under the impression that the smart meters give off too much of the wrong whatever the term is. Someone needs to look at that and bring that information to us if that is possible on the 13<sup>th</sup>. And the last thing that I had was water billing. The last city manager report there was someone that had a \$10,000 water bill. And it was stated that it got that way because a pipe broke on the property. So, that meant that the person had to pay to get the pipe fixed. Then it also stated that he received money from ARPA for his water bill and he received money from some place else in the city for his water bill. But if we know that the pipe was the issue and we continued to pay down that bill and now it is turned off and its \$10,000, it indicates that something is wrong our water billing system and follow through. Just as the gentleman said with the \$200,000 bill, he wanted to get water on as of July of this year and still has no water. So, there is something basically wrong within either the water billing department or whomever the water billing department should be having a conversation with. Somehow somehow something is not right with all of it, and we need to fix it, please. And I think that is all that I have thank you."

Council Member Cuthbert stated, "I have a couple of things. I want to share with council and the public if the public can see it, a front-page article in the Richmond Times Dispatch. On Saturday October 15<sup>th</sup>, and the article is titled 'Lane Urges Richmond/Hampton Roads to Team Up on Initiatives.' And this is Mr. Orby Lane who served in an important position with a former governor. And the title of his message was, 'Think Big, Act Boldly, Embrace Urgency.' There are people out there that want to eat our lunch. And it is not our lunch by a long shot. All of the other jurisdictions are eagerly looking for opportunities to snag up an expansion of the pharmaceutical industry in this area. And we really have to be aggressive to protect our own. Mr. City Manager will you see that this topic is put on council's agenda for our December meeting. What can as a city administration do to maximize the attractiveness of Petersburg for additional pharmaceutical expansion. I was really disappointed that there was a recent announcement that was made at a meeting that I attended at John Tyler Community College, which one of the companies Civica announced that it was investing \$18 million in a facility in Chesterfield County. Why did it not go on the Southside Regional Medical Center site. That site is not served by Poor Creek, so it is not limited by the choked off capacity within the Poor Creek service area. In any event if we could explore this. My sense is that we really need to be just as aggressive as this Orby Lane. Because it really is urgency that we are looking at. So, if we can continue our conversation on that and maybe Mr. City Manager you could help us see what the options are as to what we might do to maximize Petersburg harvest of this opportunity. Second, I would like to thank Dr. Sara Melissa Witiak for sharing her observations about the solar farm at 970 Winfield Road. I think she educated us all. She helped us see things in a light that we had not seen them in before. Third thing is that the message is that the Petersburg YMCA is a reliable partner. And to illustrate that fact I want to talk about council's initiative that we took to educate our children that are in the public school system by funding an afterschool program at the Cool Spring, Lake Mount and Pleasants Lane Elementary Schools. What you see before you and on the screen behind us is a placard that I took a picture of just within the last week. It is on the counter of the Petersburg YMCA. And it announces this YMCA before and after school program. Council only approved this November 1<sup>st</sup>. And the YMCA is already

\*Audio available upon request.

implementing the program. This is the kind of responsiveness that we applaud. It is why I keep talking about we need to partner with the YMCA to address many of the recreational shortcomings and opportunities that are within our communities. I am glad to see that we are getting credit for the good deeds and that we are doing the good work to move our city forward and to educate our youth. We are their future in a very real sense. We can do things such as help pay for the program such as this program. At last thing I would like to mention is the casino. When The Cordish Group came before us, I forget when it was, there was a good presentation made by Mr. Smith. When the presentation was over, I went out and thank Mr. Smith in the audience, and a constituent of mine came up to me and said, 'Charlie, I want you to know this. I lived in Baltimore and my son and daughter worked for Cordish.' And I thought 'oh my gosh what am I going to hear next.' Then she said, 'Everything that they said was true.' You could have knocked me over with at that point. But this is a consumer report in effect. Her son and daughter worked for Cordish and everything that Cordish said at the public presentation was true. So, I think that made me think that we are heading exactly in the right direction. And I was really pleased to hear that. Mr. Mayor thank you; I appreciate it."

Council Member Westbrook stated, "I am going to try and be short and sweet and hit the head on a few points. I am going to piggyback first off out of order with Councilman Cuthbert. And if you haven't seen the recent flyer The Cordish Group will be here this Monday on November 21<sup>st</sup> partnering with the city. They will be doing a Petersburg Community Turkey Day Giveaway. So, please come out and support The Cordish Group and Petersburg as they give out from 11am to 2pm at the library. Again, this Monday, November 21<sup>st</sup>. It is one turkey per family, first come first serve. So, again just piggybacking off that The Cordish Group is here to uplift the community, serve the community and live up to the promises that they are giving us. There are no wolf tickets sold by them. Backtracking, I do just want to make sure that as we are observing the new holidays coming up, turkey day, I was very pleased with the city's efforts to give the kids a good harvest festival. There was a Trunk-A-Treat at the Sports Complex that was well attended. If I'm not mistaken Mr. Allen stated that well over 2,000 people came out. I think that I was early, and I think that number probably went up. I think it was a very good turnout over there. The YMCA had their first Trunk-A-Treat there. So, I think it was a great opportunity to service the kids and give them a safe environment for Halloween. Next, I do want to inform the citizens that leaf pickup is starting. I do not want to speak out of turn for anybody else's ward. But I know in Ward 7 we do have a lot of trees that do shed because of the fall. And please know that the leaf pickup is December 5<sup>th</sup> – 9<sup>th</sup>. Please check the recent newsletter that should be coming out. Ms. Joanne Williams does an excellent job with putting that together. I think that the ward pickup starts next week with Ward 4. But again, I do not want to speak out of turn. Please look at the newsletter so that you do not miss that free leaf pickup. Ward 5 is up first. And again Mr. Paul Johnson can confirm that information. And I would like to shout out the reopening of the Don Quixote Mexican Grill Restaurant located at 3221 West Washington Street. They do have great food and they have their liquor license. So, I would like to start a collaboration of coming out to meet the council member in January. So, look out for that. I will try to bring public officials to the residents so that they can come out for a Taco Style Tuesday Event opposite the days that we have city council. It may be 2<sup>nd</sup> or 4<sup>th</sup> Tuesday, but more information will come with that. Finally, I would like to continue to shout out the great things that Virginia State does particularly the Honors College. Back a few weeks ago, thanks to Howard Myers and Mayor Parham and a lot of other city officials, they did come out to support. We brought over an African delegation of 13 African countries and universities. They are actually doing research at HBCU, and Virginia State was first on their list. They were blown away by the presentation that the city provided them and the hospitality that they gave them with a nice luncheon. Two delegations from Liberia were able to go over and see the Joseph Jenkin Roberts monument over on Wythe Street across from Church's Chicken. And they were blown away that they were able to take that picture of the first president of Liberia. And they really said that Petersburg felt like home. We are trying to bridge the gap with study abroad to get more young people to look into study abroad when they go for higher education. We are leading that charge. I would like to speak in advance that I would not be present for the lighting of the tree ceremony or the Christmas parade. But please support. I will be in Morocco going over with the honors college for a weeklong trip to study abroad with that program. And we are taking donations. If you have any school supplies, we are taking to an African village in Morocco to provide. So, if you have anything that you would like to send over with our delegation, please get

\*Audio available upon request.

with me any time over the next week. We leave on the 27<sup>th</sup>. Hopefully, you have a happy holiday. Thank you very much.”

Council Member Myers stated, “Happy Holidays everyone. I want to know where you get your energy. I stood outside all day Tuesday and so did you. Where did you get that energy from, I am still sleep. Anyway, I want to thank everyone for being here tonight and thank everyone for the reelection on last Tuesday. I want to say that I am blown away and appreciated for all of those who have supported me over the years that I have been here. Yes, this is a long haul, but this is a long haul for the sanctity and revitalization for our City of Petersburg which I am very proud of. So, I did attend the Community Harvest Festival on Sunday and it was quite informative and I was happy to do that with Dr. Monica Ball. And that was quite wonderful for our citizens in Petersburg for them to have something to attend on Sunday. Mr. Mayor if you would allow me, I have a couple of questions that I would like to ask the city manager. And that is Mr. City Manager with respect to ongoing fire services that the city shall provide, is it in your opinion that in the best interest of our citizens that with fire safety and any operations should be a number one priority. In your response, would recruitment and sustainability of fire personnel as well as maintenance and gear be a priority. Please provide to council and the public the status in employment and hiring of the fire department recruitment process. Please provide for the Mayor and City Council the number of positions unoccupied and available since this year. Within your response, please provide the number of fire recruit positions filled this year. If none, Mr. City Manager, is it your position that these positions are critical to the safety of the public and its citizens. If yes, why are these positions still vacant.”

Mr. Altman stated, “Yes, sir. Councilman Myers, first and foremost I think what we have to say is regardless to whether its fire, police or another safety group and the health of our citizens are always our number one priority. With specific reference to the fire department, absolutely our ability to address cause whether it be for a fire call, or an EMS call it is absolutely a number one priority. We realize that when someone picks up that phone and calls those three numbers that no one wants to dial the anticipation is we will show up. We have to be prepared to do that. To do that certainly staffing is an issue. We have to be at our staffing levels. We need to be able to operate fully and functional. We have to have provisions in place to supplement our staff in order to make that happen. As we know in the city, we have an agreement with Southside Rescue Squad to provide service. If we need, we may need to look at that to increase our ability to respond. If we are not able to do that ourselves with our staff. So, yes safety and security of our citizens are number one priority. Staffing levels in order to do that is a critical piece of that along with appropriate equipment and gear as you mentioned. With regard to the hiring, I do not have off the top of my head the vacancies we had this year. I believe at current we have 22 vacancies. And I know that we have several applications. The chief has had one or two open houses for hiring to work through that process. And we should be hiring staff. If we are short, there are things that we can do in the short run to put people in place such as certified firefighters that do not have to go through a full academy that can get in and get accumulated to the system and put in use quickly. Versus an academy which means we have to send them off for multiple weeks and months of training. If we are in a crisis mode and we have 22 vacancies, then we need to make sure that we are filling positions with people that can come to work as quickly as possible and we are not running them raggedy and wearing them out. I will get the data for you on the number of vacancies that we have this year and how many we have filled. But off the top of my head, I believe we have 22 vacancies currently.”

Council Member Myers stated, “If there are 22 vacancies, how many applications have you received.”

Mr. Altman stated, “I do not know how many we have received recently but I know that in asking HR that since February we have received 161 applications.”

Council Member Myers stated, “That is appalling. But to close this out Mr. City Manager, thank you for providing that information. And I want for reporting purposes that the city council has appropriated all of the

\*Audio available upon request.

funding necessary to fill these positions, for gear, apparatus and everything that is needed for the fire department.”

Mr. Altman stated, “What I would say to be clear is that in the budget there was funding available for the vacant positions because you approved the budget at a certain staffing level. I think the apparatus piece is \$800,000. We have funding for uniform and gear, but we have to look at the level that we are. We would need to be in a rotation cycle for replacement of turnout gear. Those funds should be budgeted. If they are not, then we have funding available to the manager in the contingency line item to address those needs. But we will have a plan for making sure that happens in an orderly fashion in upcoming budgets. Not only is the staffing piece critical but making sure that they need to be able to do their job equally.”

Council Member Myers stated, “I am going to close and say that there is no excuse that we do not have the things that our fire department needs. Thank you, sir. I appreciate it.”

Council Member Hill stated, “Thank everyone for coming out to the meeting tonight. I am glad to see everyone. Happy Holidays to everyone and pray that everyone have a safe weekend. It has been a rough two days since the news that we got in Charlotte. It has just been crazy because it somewhat hit home. We want to keep all those families in our prayers. The senseless lives that have been lost. My son graduated from UVA some years ago, so I know that campus well. Just want to keep all those people in our prayers. I want to congratulate our mayor. I want to congratulate our former mayor, Councilman Myers, and Councilman Arnold Westbrook back onto council. I want to welcome our soon to be new council person, Marlow Jones to our council when that time comes. It says a lot about this city and the direction in which we are going in and that they were all reelected and we are happy for that. Because we have major things going on in this city that we need to keep our eyes on the prize and continue to march forward. So, I look forward to continuing to work with each of you. And I thank God that we are still a tight knit group. We do not always agree with one another, but we are not disrespectful to each other. I want to thank God for you all getting back and congratulate you all. I know it wasn't easy because I been there before. So, I want to welcome Mr. Marlow Jones on too when comes as well. Mr. City Manager I want us to do something we use to do prior to you coming here. We got away from it. When we have citizens that come up for public comment, I would like for us to go back to publicly saying or trying to address their issues at the next meeting. I don't know if we need to put that in our Rules of Council or anything like that. I want to save a space for that. Normally our PR person would do it or you can do it, or you can get someone from Ms. Williams staff to do it. I think it shows a level of respect to the citizens when they come up and ask a question about something and then we answer them. I know it goes on the website and things like that. But we do have citizens who come here to most of the meetings, and they are looking for a response. Sometimes we cannot always give those responses depending upon what it is. I like something to be said when someone comes up. Just like the gentleman who came up, and somebody needs to have a meeting with him about the situation he has on Puddledock Road. That needs to be a specific meeting to get with the city manager. Many times, if you are doing your part as a citizen or business owner and the city is not doing their part or seems to not be doing their part then there is a problem. You are losing money and you are losing time and things of that nature. So, I would like for us to address the citizens in a public forum as opposed to us putting it on Facebook or something like that. It may not be satisfactory to them but at least we are trying to address it publicly. This is something that I would like to see going into 2023. Because we have the holidays after the holidays, we will soon have ward meetings and I am looking forward to that. I am very refreshed that the public private partnership we have is not just the Governor that we have a partnership, but we have other private partnerships that we have with different community leaders. I am very happy with it. Today I was at Mama J's which is in Richmond, and I happen to be sitting beside a couple that was talking. And they did not know who I was until I introduced myself. But they started talking about the City of Petersburg and all of the great things that are happening in the city. Then they started talking about the election and who won and things of that nature. And then the lady kept looking at me. And she was looking at me like she knew who I was. And she spoke and I spoke. I said yes, I am Councilman Darrin Hill. She said, 'You guys are doing a great job down there.' And it is amazing how people can see the growth and the productivity that we have but

\*Audio available upon request.

we cannot always see it ourselves. Sometimes we are our own worst enemy. So, I want us to start looking at our city from a different point. Yes, we do have problems, but we have solved a lot of problems. This council has solved a lot of problems. We thank God and the citizens, and we thank the staff for all that they do. With that being said, I look forward to the leave cleanup that is coming up. Like Councilman Westbrook was saying they are falling. So, get your leaves out to the edge of the walkway and do not block up any drainage. Thank you, Mr. Mayor."

Vice Mayor Smith-Lee stated, "Thank you Darrin for your dissertation. Good evening, everybody and thank you for coming out Happy holidays to you all. First thing that I want to say is just pray for the family of the young men who were killed at UVA and the ones that have been shot and are in the hospital. And also, for the young man that is from Petersburg. It is really a sad situation. We just have to be mindful that if we see something and someone is not right in their mind that we have to try to figure out what is going on with them. Do not turn your head just ask a few questions. Just pray for everybody. Also, congratulations to the Petersburg Kiwanis Club celebration on celebrating 100 years of service in the City of Petersburg, 1922. That is awesome. Let's give them a hand. So, it was brought to my attention that there are so many things happening in the City of Petersburg. But one thing I want to say is to give kudos to Dr. Paulette Johnson. Who used to baby-sit and also a mentor to me. But she has accomplished so much. And I am just going to narrow some things down. She is an unsung hero to me. She is celebrating 50 years of retiring from the cheering squad at Morgan State University. She was the grand marshal for the VSU Homecoming Parade. She also was inducted in the Hall of Fame Class of 2022 on June 24<sup>th</sup>, Virginia Interscholastic Association. Also, she is a radio host for Real Women, Real Talk VSU 91.3 WVST. And I just want to say that sometimes our unsung heroes be forgotten. But I wanted to say kudos to Dr. Paulette Johnson tonight. I think that is all. Thank you."

Mayor Parham stated, "I just want to say thank you for all of you all who serve up here with me and thank you to most importantly all my residents in Ward 3 that elected me back in office. Specifically, one that is out there today, Ms. Paula Chester. Thank you, Ms. Chester, for all you support. When running for office you need all of the Paula Chester's. We have a lot of momentum going right now and we do not need to be changing gear. We need to keep going. So, thank you for encouraging me to keep going. And I will keep pushing. And thank you to the Commissioner of Revenue who was out there with me all day on election day. It was good reconnecting and really taking in what is important to a lot of our constituents. We hear a lot of people say that they are the voice of people on election day. It is not groups on social media who are claiming they are the voice of the people. It is not the ones that are kicking us because of the decisions that we make. You go out here and you serve the people, and you have elections for people to make their voice heard. And we thank everybody who came out. One of the big things that I heard on election day was what is going on with our fire station. You know Station 5 is in Ward 3. And Station 5, Mr. Altman, was closed yet again this weekend. I would like to ask you can you put all hands-on deck to make sure that Station 5 stays open. It is critical to our citizens. You never know who is in the need for it to be closed. And I don't care if we have everyone out there that is certified to be in that station to be in that station. Being closed is not an option. And from now on with everyone that we have you make sure to keep that station open for our citizens here in Petersburg. Next, up I want to thank the Governor. Something that was not mentioned, two weeks ago with the Park-N-Ride structure. And Governor Youngkin was here to go down the partnership and all of the initiatives that are going well and picking up momentum. And a gib shoutout to Mr. Charles Koonce. It was a huge ordeal. It took a whole lot. I do not think that they got any sleep for 48hrs planning for that event and being there all day for that event. It turned out spectacular. Next, I also had the privilege of joining the city manager. We hosted the Civilian Military Luncheon here with all of our Fort Lee personnel here in the Petersburg Library. It was an outstanding event hosted by Mr. John March Altman. Everyone was pleased and Fort Lee played such a vital role to City of Petersburg and all of our residents. Everyone here has some sort of military ties to Fort Lee. Also, along with all with all of us up here that got reelected. I want to congratulate my classmate of 1993, Marlow Jones. And for all of you all wondering who Marlow is, at the end of the day Marlow is his own man. He may get on Facebook with these rants, and he may give shout outs to all of these other people, but Marlow is going to be for the people and for these kids. Marlow is not going to be withholding to any of these social

\*Audio available upon request.

media groups. Let's get that clear. He is a fireman who has served out here for an outstanding number of years. And he is a great model. Growing up here with Marlow at Petersburg High he was exposed to an option of an occupation in fire service. That is something that we have to go back to and that is reaching out to the kids in the high school just like Marlow that came in and made a career and still doing great work here in the City of Petersburg. We must get together to take care of our own. And also, in speaking of taking care of our own as well. I would like to thank city council. I know Bill had done a story about us and the things that we did for one of our own and John Hart. Which we were questioned by one of our council members of the items and things we did to take care of Mr. John Hart. Because John Hart was an outstanding councilman. He gave his all here in this city. So, I live by, and Bill you can quote this, 'you do unto others as you would have them do unto you.' And at the end of the day when John Hart had his health fail and he did not have any place to go, this council stepped up and made a way for John Hart to get the help he needed when he was bed ridden. And there is nothing to be questioned. And anybody who thinks that is wrong is disgusting. Just like I said."

Council Member Myers stated, "And repulsive."

Mayor Parham stated, "From then on, we are going to do what is best by the citizens of Petersburg and we are going to take care of this city. Because we are here to take care of our Petersburg residents and John Hart was an exemplary person. He did wonderful things here. We have got to give thanks to him this Thanksgiving. He is in a good place and thank you all for making that sacrifice for Tony Williams in giving us the legal advice to get there. Again, that is all that I have and let's keep the course."

**11. ITEMS REMOVED FROM CONSENT AGENDA:**

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

**12. FINANCE AND BUDGET REPORT:**

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

**13. UNFINISHED BUSINESS:**

- a. A public hearing and consideration of an ordinance of an ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use of a solar electric generating facility.

This item was approved during the earlier part of the meeting.

- b. A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

**BACKGROUND:** The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district, and approval of Special Use Permits.

The property located at 2320 W Washington Street, PID: 027060801, is currently zoned M-1, Light Industrial District, and the City received a petition submitted by John R. Sindlya, Esq. Agent for City Switch II, LLC, to obtain a Special Use Permit for a 205' Monopole Telecommunications Tower, which is permitted in any Zoning District with a Special Use Permit.

The subject property totals .56 acres, and is the former location of a railroad, and the City's Comprehensive Plan Future Land Use Plan designates the property as Residential.

\*Audio available upon request.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission, during the September 1, 2022 meeting, approved a resolution recommending approval of a Special Use Permit to permit the construction of a Monopole Telecommunications Tower at 2320 W Washington Street, PID: 027060801.

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing on October 18, 2022 and considers an Ordinance approving the petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

Reginald Tabor, Department of Planning and Community Development, gave a brief summary of the request.

There was discussion among City Council, staff, and the petitioner.

Council Member Westbrook made a motion to deny the Special Use Permit because of the location, height and design is a concern in a residential neighborhood and there is no fall zone. Council Member Cuthbert seconded the motion. The motion was not approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, and Westbrook; Voting No: Myers, Hill, Smith-Lee, and Parham

Council Member Myers made a motion to approve the ordinance approving the Special Use Permit for property located at 2320 West Washington Street. Vice Mayor Smith-Lee seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Myers, Hill, Smith-Lee, and Parham; Voting No: Cuthbert, Wilson-Smith, and Westbrook

**22-ORD-64 AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 2320 WEST WASHINGTON STREET TO PERMIT THE CONSTRUCTION OF A TELECOMMUNICATION MONOPOLE TOWER.**

**14. NEW BUSINESS:**

- a. Consideration of an appropriation of the FY22 Edward Byrne Memorial Grant (JAG) \$30,851 – 2<sup>nd</sup> Reading

**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.

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

Mayor Parham opened the floor for public comment.

Seeing no hands, Mayor Parham closed public comments.

Council Member Hill made a motion to approve the ordinance appropriation of the FY22 Edward Byrne Memorial Grant in the amount of \$30,851. Vice Mayor Smith-Lee seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

\*Audio available upon request.

**22-ORD-65 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 IN THE AMOUNT OF \$30,851.**

- b. Consideration of an appropriation of the Juvenile Justice and Delinquency Prevention Title II Grant of \$222,200 – 2<sup>nd</sup> Reading

**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.

**RECOMMENDATION:** 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.

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

**22-ORD-66 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 IN THE AMOUNT OF \$222,200.**

- c. Consideration of an appropriation of the FY23 Radiological Emergency Preparedness Program (REPP) Grant of \$2,100 – 2<sup>nd</sup> Reading

**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.

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

Council Member Hill made a motion to approve the appropriation ordinance of the FY23 Radiological Emergency Preparedness Program (REPP) grant for \$2,100. Council Member Myers seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

**22-ORD-67 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 IN THE AMOUNT OF \$2,100.**

- d. Consideration of an ordinance authorizing the City Manager to execute a lease agreement for warehouse space to store city artifacts.

**BACKGROUND:** No information.

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

Joanne Williams, Director of Communications, Tourism, Marketing and Government Relations, gave a brief overview on the request.

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

\*Audio available upon request.



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

**22-ORD-68 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT FOR WAREHOUSE SPACE AT 1801 MIDWAY AVENUE IN PETERSBURG, VA.**

- e. Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Robert D. Davis dated February 16, 2021, for the property at 115 Harrison Street.

**BACKGROUND:** On February 16, 2021, the City of Petersburg entered into a development agreement with Robert D. Davis for the development of property located at 115 Harrison St. The construction timeline was for a period not to exceed nine months except by the written consent of the City as approved by Petersburg City Council (letter F). Closing occurred on April 20, 2021. On November 16, 2021, the City Council granted an extension until May 30, 2022. As of the date of this notice, Mr. Davis has not obtained a Certificate of Occupancy.

The development agreement states (letter G) "The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement." The development agreement further states (letter H), "Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach."

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to Mr. Davis by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and Mr. Davis sent an electronic acknowledgement of receipt of the notice. On October 24, 2022, Mr. Davis submitted a letter requesting an extension of the project for a period until January 2023.

**RECOMMENDATION:** Staff recommends City Council makes a motion to approve the reversion of the property back to the City.

Brian Moore, Director of Economic Development, gave a review of the request.

Robert Davis, owner, gave an update on his property at 115 Harrison Street.

Council Member Myers stated, "What is your recommendation?"

Mr. Moore stated, "Initially staff is recommending upholding as what you see in the original, but with the new information the recommendation would be to allow him the time to do that and allow staff to bring back an updated agreement."

Council Member Myers stated, "How the long the time period?"

Mr. Davis stated, "Dominion Power wouldn't give me an exact date. They just said Spring 2023. So, I'm hoping by April. But for them they said that they are already four or five months behind. And we are about to go into thanksgiving and Christmas. I will be done soon as I can get power or find a way to supply power to my building."

There was continued discussion among council, staff, and petitioner regarding timeframe.

\*Audio available upon request.

Council Member Cuthbert made a motion to modify the development agreement to continue to extend the occupancy deadline to June 30, 2023. Council Member Hill seconded the motion. There was discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

- f. Consideration of a resolution authorizing the city manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and JC Bynum dated September 1, 2020, for the property at 530 Shore Street, 804-806 Bolling Street, 474 Wilson Street, 745 Wilson Street, 729 Wilson Street, 725 Wilson Street, 525 Shore Street, 524 Shore Street, 516-518 Shore Street, and 411 Shore Street.

**BACKGROUND:** On September 1, 2020, the City of Petersburg entered into a development agreement with JC Bynum Construction for the development of property located at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. The construction timeline was for a period not to exceed 24 months except by the written consent of the City as approved by Petersburg City Council (letter F). The development schedule calls for the project to begin 90 days from closing on the lots and construction of the first home to be concluded within six months and the remainder of the project within 24 months. Closing occurred on October 8, 2020, and as of November 15, 2022, building permits have not been obtained and construction of the homes has not begun.

The development agreement states (letter G) "The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement." The development agreement further states (letter H), "Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach."

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to JC Bynum by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and JC Bynum sent an electronic acknowledgement of receipt of the notice. On October 19, 2022, JC Bynum submitted a letter requesting an extension of the project for a period of six to eight months.

**RECOMMENDATION:** Staff recommends City Council makes a motion to approve the reversion of the property back to the City.

Brian Moore, Director of Economic Development, gave an overview of the request.

The petitioner gave a briefing and update on the property.

Council Member Myers stated, "What is your recommendation?"

Mr. Moore stated, "Thank you sir. After talking to the owner, she is agreeable to ask to be extended to March 30, 2023."

There was continued discussion among council and petitioner.

Council Member Myers made a motion to provide the developer an extension and commencement date of March 1, 2023, with completion in 24 months after commencement date. Council Member Cuthbert seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

\*Audio available upon request.

- g. Consideration of a resolution authorizing the city manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street.

**BACKGROUND:** On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street. The construction timeline was for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F). The development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of November 15, 2022, a Certificate of Occupancy has not been obtained.

The development agreement states (letter G) "The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement." The development agreement further states (letter H), "Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach."

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to JC Bynum by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and Griffin Cigar, LLC sent an electronic acknowledgement of receipt of the notice. On October 11, 2022, Griffin Cigar, LLC submitted a letter requesting an extension of the project for a period of one year (September 2023).

**RECOMMENDATION:** Staff recommends City Council makes a motion to approve the reversion of the property back to the City.

Brian Moore, Director of Economic Development, gave an overview of the request.

The developer requested a one-year extension due to the pandemic that caused some delays.

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

Mr. Moore made a recommendation to approve the one-year extension.

Council Member Myers stated, "I would like for Mr. Moore to be able to inspect the facility and that we come back on December 13 and then we will make our decision then. This is a historic piece of property and we have had several conversations. I would like our economic development director to see what has been doing on inside the building so that he can support your request."

Council Member Myers made a motion to table action until the December 13<sup>th</sup> meeting so that the economic development director can view inside the building. Council Member Hill seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

Council Member Hill stated, "Before you get to the reports, I know that we are living in strange times. Sort of due to the fact that we are coming out of COVID, and everything has kind of slowed down in getting things done. Even in your own home it is hard getting things done. But I would ask that our economic development director, Mr. Moore, and our planner, and code be very aggressive in making sure that people meet these deadlines and things of that nature. I am not saying that you are not. Because I do not want anyone snowballing us because of COVID. I am not saying that they are but because we get the heat every time historic buildings and things of that nature have laid dormant. You have got to do something. You have to clean

\*Audio available upon request.

up and do something to the property. Because it looks trashy. A lot of times if you do not live here and you come by there and the only time that someone is coming in and out of the building is whenever they are doing some work. It just looks bad. We do not want to be snowballed because COVID is always the reason. People come and have a bright idea, but they do not have the funding. So, we do not want to hear about COVID all the time even though that is the reality. So, I just want those departments that deal with those individuals to put pressure on them. Because what you do for one you are going to have to do for all of them depending on the situation. We want to see these projects come to fruition. Thank you.”

## **15. CITY MANAGER’S AGENDA:**

### **a. Presentation and information on the Legislative Agenda**

Mr. Altman stated, “First, I would like to thank Ms. Williams for all her hard work on the Legislative Agenda and what you have in your packet this evening with a resolution.”

Mr. Altman went through the legislative agenda and stated some key points.

Key points:

- Capitalizing on momentum that the city has with Partnership with Petersburg.
- Capitalizing on Petersburg Pharmaceutical Cluster, wastewater area, and infrastructure upgrades. City received funding on this last year. Additional funding is being requested through a budget appropriation to make sure that the city has the capacity.
- Requested assistance from the JLARC Report.
- Senator Morrissey is introducing language to allow the City of Petersburg to be considered and approved as a host city to have a referendum in the fall of 2023 to have a casino operation.
- Requesting for funding 599 in the amount of \$1.3 million per year for 2023 and 2024 to support the police department for one-time purchases.
- Looking at monetary penalties for violations of code compliance ordinances.

Mr. Altman stated, “Again, I want to thank Ms. Williams for all her hard work and all those individuals who supplied information and suggestions to the staff. If anyone has any questions for me or Ms. Williams, we would be happy to answer.”

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

## **22-R-76 A RESOLUTION ADOPTING THE 2023 LEGISLATIVE AGENDA FOR THE CITY OF PETERSBURG.**

Mr. Altman stated, “So, Mayor I am going to go off strip here a little bit. I have a couple of items for you all this evening. One, there was a resolution placed at your desk this evening at your city by the clerk with regard to a request by our Main Street organization to support their application for the mobilizing Main Street Community Grant. They are desiring to apply for this grant, and I believe that the grant application is due Friday. They would need us to approve the resolution this evening, should council be willing to support their application. We had a meeting at the Cameron Foundation with representatives of the Virginia Main Street Program for DHCD. It was a strong recommendation of those representatives that the city and the Main Street Organization. This will allow them to develop the organizational structure that they need to be successful. So, my recommendation would be that council approve the resolution this evening.”

Council Member Myers made a motion to approve and support a resolution authorizing participation in

\*Audio available upon request.

the Department of Housing and Community Development Virginia Main Street Program by the City of Petersburg as a mobilizing Main Street Community. Council Member Westbrook seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

**22-R-77      A RESOLUTION AUTHORIZING PARTICIPATION IN THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT VIRGINIA MAIN STREET PROGRAM BY THE CITY OF PETERSBURG AS A MOBILIZING MAIN STREET.**

Mr. Altman stated, "I have a couple more. I have been saving them up. We have a representative here this evening from JMT, the engineering firm that is helping us with Poor Creek. We have not had an update for a while. We wanted to bring him in. We will have a normal pattern of having updates. There have been some staffing changes at JMT. But we wanted to provide a brief update this evening on where we are with the process. So, that the citizens know that we are moving forward and on schedule."

Michael P. Luning, Vice President from JMT, stated, "We had a small staffing change, and I lost my project manager. So, I took over and I am a more senior person anyway. So, I put some slides together. I am going to update you on the schedule. It is workdays and not calendar days. So, when you look at days just be careful when you look at that. The overall schedule is presented as it was a couple of months ago. So, the green vertical line represents today, and you can see where we are today. When you see some of the items start to crossover that is the next phase to get the RFP's out on the street. Which we are finishing up this week to give city staff to issue to get a selected engineering firm to get the design for us. And the schedule meets all of the requirements of the economic development grant, BDH grants and DEQ grants that puts everything together to be completed by July 2026. So, we are on schedule still and that is the important part. And then if we go to the last page, it has a list of some of accomplishments since the last briefing. Which I think are important to mention here. We did a cultural resource study of the pipeline routes which has to go to the Department of Historical Resources to get approval because we are interfering with other archaeological activities that are potentially in the path. The report was completed, prepared, and submitted already by the Department of Historical Resources. We have some requirements during construction to monitor for the civil ward artifacts. Primarily related to Fort Sedgwick, Fort Davis, and People's Cemetery. Nothing that we did not know about when we chose these routes. Nothing to worry about. There has been additional monitoring during construction. The categoric exclusion forms have been submitted also to get permission to go ahead and not have to do a full-blown study on the pipeline. Those were prepared, submitted, and expected to be approved in the next week. We have also worked with city staff to submit additional grant applications to DEQ with some ARPA money. And that is about \$60 million dollars of grant applications that went in and that is expected to be done by December 12<sup>th</sup>. That is the date that they said that they would respond by. And we are scheduling the kickoff meeting with BBRC. So, the project is fully funded, and everything is moving ahead. And the next step is selecting an engineering firm to do the design work. We will continue to work with the city staff. We have a very detailed monthly meeting to bring everyone up to speed on what is going on as well as regularly scheduled meetings."

Mayor Parham stated, "Thank you for the report. I think one of my big questions is knowing that we are drawing down these funds from the Commonwealth, they are being drawn down to cover these expenses, right?"

Mr. Altman stated, "We will be getting our money back. Absolutely!"

Mayor Parham stated, "Wonderful."

Council Member Cuthbert stated, "You mentioned the People's Cemetery. How is the People's Cemetery implicated in this project?"

\*Audio available upon request.

Mr. Luning stated, "Coming down Crater Road, the new sewer force main will be on the road within the right-of-way. There is no evidence when they expanded on 301 to the west when they did the widening some years ago. There is no evidence that they ever mitigated any possible graves along the road. So, they probably did but there is just no evidence of it. So, the Department of Historical Resource just wants us to monitor that area closely as we go through in case, we find some graves that have not been mitigated during the widening of 301 if we are on that side of the road."

Council Member Cuthbert stated, "Help me envision where this hypothetical grave may be. Is it under the sidewalk on the west side?"

Mr. Luning stated, "It can be under the sidewalk on the westside or outside the fence line that the city put in could be possible areas. The boundaries of the People's Cemetery were pretty ambiguous. So, they just want us to be careful as we go through there."

Council Member Cuthbert stated, "Where is the line going to be dug?"

Mr. Luning stated, "The line will go from the Poor Creek Pumping Station up Crater Road towards downtown. The pipeline right now is envisioned to be in the median. That will be the most economical place to build it. But the actual final and placement of the pipe will be by the engineering firm who does the design and helping with this."

Council Member Cuthbert stated, "So, if any grave was to be disturbed, it would be a grave that would be under the median?"

Mr. Luning stated, "Yes, sir. And they just want us to monitor it during construction. It is a big pipe. It is a 30-inch pipe that takes a 6-foot-wide hole to put in. So, it is quite an excavation."

Council Member Cuthbert stated, "Thank you."

Mr. Altman stated, "Three last items. We sent out a press release today saying that the bridge is open, and people can drive across it. It is finished and fixed. Thank you, Mr. Johnson and staff. We have a press release on our Comprehension Plan process. It is very important for the citizens of the community. We have some upcoming workshops here in the library in January. It will be on January 12<sup>th</sup>, 19<sup>th</sup>, and 26<sup>th</sup> here at the library from 5:30pm to 7:30pm. For people to come out and participate in the process. There is [petersburgvanext.com](http://petersburgvanext.com) is the webpage. There is a QR code that you can scan to take you there. We want to make sure that people come out and participate through that process. There is a press release out on that. Finally, I want to recognize three students at Petersburg High School that participated in the Family Career Community Leaders of America Conference. There is a young lady that got first place in fashion sketch and then two students that got first and third place in culinary. I just wanted to put that out there. Our students here in Petersburg are achieving well. So, I just want to thank those for that. That is all I have."

#### **16. BUSINESS OR REPORTS FROM THE CLERK:**

Mrs. Lucas stated, "I have no items. But I do wish to say Happy Thanksgiving to everyone since we will not see everyone until our next meeting. But enjoy, spend time with your family and loved ones. And just be thankful to be here."

#### **17. BUSINESS OR REPORTS FROM CITY ATTORNEY:**

\*No items for this portion of the agenda.

\*Audio available upon request.

18. **ADJOURNMENT:**

City Council adjourned at 9:22 p.m.

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

APPROVED:

\_\_\_\_\_  
Mayor

DRAFT



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 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:** **Consideration of an Ordinance authorizing the City Manager to execute a Deed of Easement to Prince George County for the purpose of a sanitary sewer force main realignment. (Page 59)**

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**PURPOSE:** Prince George County is in need of a permanent sewer utility easement on City owned property at 3101 County Drive and is requesting that the City donate the requested easement.

**REASON:** Prince George County is proposing a sanitary sewer force main realignment.

**RECOMMENDATION:** Public Works & Utilities recommends approval of the ordinance granting the City Manager authorization to execute a Deed of Easement to Prince George County for the purpose of a sanitary sewer force main realignment.

**BACKGROUND:** See attached.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Prince George County

**AFFECTED AGENCIES:** Public Utilities

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

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

**ATTACHMENTS:**



1. Ordinance
2. City of Petersburg\_Prince George\_Donation Letter-signed
3. City of Petersburg\_Donation Acknowledgment Form
4. 009404-01-015 EASE City of Petersburg signed
5. City of Petersburg\_Deed of Easement
6. City of Petersburg - RW18 Title Report Form

**ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEED OF EASEMENT FOR THE PRINCE GEORGE COUNTY SEWER LINE PROJECT ACROSS THE PROPERTY OWNED BY THE CITY LOCATED AT 3101 COUNTY DRIVE, PARCEL ID NO.: 06001003**

WHEREAS, the City is the owner of property located at 3101 County Drive, Parcel Id. No. 0600103 (hereinafter “the Property”); and

WHEREAS, Prince George County Utilities is requesting a sanitary sewer easement of approximately 667 square feet across the Property in furtherance of its sanitary sewer project as depicted in the attached documents and described in the draft deed of easement; and

WHEREAS, Prince George County Utilities is requesting that said easement be granted for no or nominal compensation; and

WHEREAS, City Council believes that granting the easement as requested is in the best interests of the City of Petersburg and in furtherance of the spirit of regional cooperation.

NOW therefore be it ORDAINED that the City Manager is hereby directed to take all action necessary to grant the easement as requested in the attached documents and described herein.

**Department of Engineering  
and Utilities**



Franklin A. Haltom, PE, Director  
Phone (804) 722-8706  
Facsimile (804) 733-2779  
P.O. Box 68 Prince George, VA 23875  
[www.princegeorgecountyva.gov](http://www.princegeorgecountyva.gov)

**COUNTY OF PRINCE GEORGE, VIRGINIA**

*"A global community where families thrive and businesses prosper"*

September 19, 2022

**CERTIFIED MAIL**

City of Petersburg  
135 N. Union Street  
Petersburg, VA 23803

RE: Prince George County – Sanitary Sewer Force Main Alignment Project  
Property Owner: City of Petersburg  
Property Address: 3101 County Drive, Petersburg, VA 23803  
Tax Map No.: 060010003

Dear Landowner:

The Prince George County Utilities Department ("County") is preparing to construct sanitary sewer line improvements ("Project") and seeks to acquire a permanent sanitary sewer easement for public right of way from your property identified as Tax Map No. 060010003. The County has contracted with Bowman to acquire the rights of way for this Project. The authorized Agent is Patricia Nalley with Bowman. You may contact the Agent at (540) 784-4248 and/or [pnalley@bowman.com](mailto:pnalley@bowman.com).

The Project will require a 667 square-foot permanent sanitary sewer easement. Enclosed is a title report, a plat showing the easement area needed and an Easement Agreement. The County is requesting that the permanent easement needed be donated to the County in order to expedite this project. A Donation Acknowledgement form is also included for your review and consideration.

Pursuant to §25.1-204(B) of the Code of Virginia, Prince George County has certified that the acquisition of your property summarized above has been reviewed by the County for purposes of complying with §1-219.1 of the Code of Virginia. The public use of this project is for public sanitary sewer line improvements.

Pursuant to Virginia Code Section 25.1-417, A, 10, you are entitled to be compensated for the Property and are under no legal obligation to donate it to the County. Prince George County is required to perform a valuation of the Property being donated and to provide you in writing the County's determination of value of the Property being donated; however, this can be waived by you.

I ask that you please review the documents and contact the authorized Agent, Patricia Nalley, to discuss this process and any questions you may have. This project will improve the County's infrastructure in this area.

We appreciate your cooperation in our effort to improve our infrastructure to better serve the public.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Haltom".

Frank Haltom, PE  
Director of Engineering and Utilities  
Prince George County

**DONATION OF EASEMENT  
TO COUNTY OF PRINCE GEORGE, VIRGINIA**

**ACKNOWLEDGMENT**

We, the undersigned, is the owner of the property identified on the Plat dated July 28, 2022 and designated in the City of Petersburg Tax Records as TAX MAP: 060010003. It is our intention to donate the property rights (the "Property") to the County of Prince George, Virginia (the "County") to be used for public utility improvement purposes.

The property rights are identified on said Plat as "16' SANITARY SEWER EASEMENT (667 S.F. / 0.015 AC.)" and is further described in executed deed to be filed at Land Records with this acknowledgement.

We have been advised, pursuant to Virginia Code Section 25.1-417, A, 10, by a representative of the County, that we are entitled to be compensated for this Property and are under no legal obligation to donate it to the County. We hereby waive our right to be compensated for the Property rights being donated and hereby agree, upon presentation, to execute a deed donating the Property rights to the County.

We acknowledge that we have the right to waive this valuation and do hereby ☐ **waive** | ☐ **not waive** our right to receive such valuation.

Whenever the context of this Acknowledgment so requires, the singular number shall mean the plural and the plural the singular.

**GIVEN** under our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF PETERSBURG, VIRGINIA

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

Name: \_\_\_\_\_

City/County of \_\_\_\_\_ )  
Commonwealth of Virginia ) to-wit

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

My Commission expires \_\_\_\_\_.

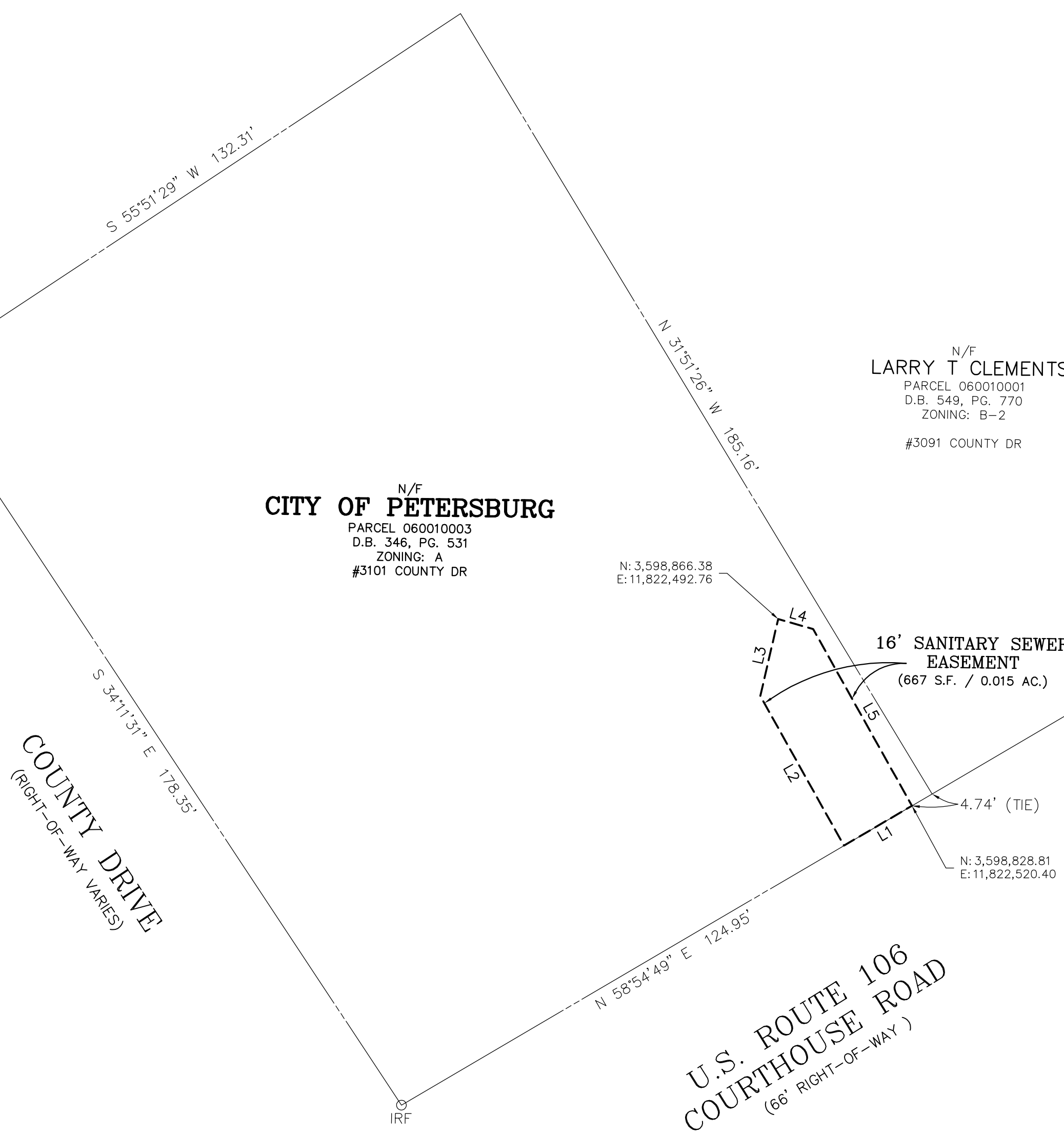
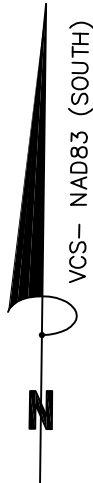
Notary Registration No.: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dan N. Whitten, City Attorney

By: \_\_\_\_\_  
Jeffrey Stoke, County Administrator



LINES TABLE

LINE	BEARING	DISTANCE
L1	S 58°54'49" W	16.00'
L2	N 29°55'01" W	34.83'
L3	N 12°22'23" E	16.02'
L4	S 74°55'01" E	7.38'
L5	S 29°55'01" E	41.13'

NOTES

1. THE PROPERTIES DELINEATED HEREON ARE LOCATED ON CITY OF PETERSBURG, VIRGINIA TAX MAP #060010003, ZONED 210R.
2. THE PROPERTIES ARE NOW IN THE NAME OF CITY OF PETERSBURG AS RECORDED DEED BOOK 346, PG. 531, AS RECORDED AMONG THE LAND RECORDS OF CITY OF PETERSBURG, VIRGINIA.
3. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT REFLECT ALL EASEMENTS AND RESTRICTIONS OF RECORD THAT MAY AFFECT THE PROPERTY.
4. THE PROPERTY SHOWN HEREON IS NOT IN A 100 YEAR FLOODPLAIN. PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR PRINCE GEORGE COUNTY, VIRGINIA, COMMUNITY-PANEL NUMBER 51149C0155B, MAP REVISED MAY 16, 2012.

PLAT SHOWING  
16' SANITARY SEWER EASEMENT  
**CITY OF PETERSBURG**  
PARCEL ID 060010003  
D.B. 346 PG. 531  
CITY OF PETERSBURG, VIRGINIA

SCALE: 1" = 20'      DATE: JULY 28, 2022



REVISION			

**Bowman**  
CONSULTING

**Bowman Consulting Group, Ltd.**  
3951 Westerre Parkway, Suite 150  
Richmond, Virginia 23233

Phone: (804) 616-3240  
Fax: (804) 270-2008  
www.bowmanconsulting.com

DWG: P:\009404 - Baxter Ridge Park Drainage\009404-01-015 (SIR) - Prince George Force Main\Survey\Plats\009404-01-015 EASE City of Petersburg.dwg	BY: SR	CHK: CM	QC:
BCG PROJECT NO: 009404	TASK: 001	COUNTY REF NO:	SHEET 1 OF 1

Tax ID # 060010003

Return to Prince George County Utilities, P.O. Box 68, Prince George, VA 23875

### DEED OF UTILITY EASEMENT

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CITY OF PETERSBURG, VIRGINIA**, hereinafter referred to collectively as "Grantor", and **PRINCE GEORGE COUNTY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Grantee".

WITNESSTH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, the following described easement, to wit:

A perpetual easement, hereinafter referred to as "the Easement," for the purpose of installing, constructing, maintaining, inspecting, operating, repairing, rebuilding, altering, improving, replacing, substituting, relocating and removing one or more underground sanitary sewer lines, and accessories and appurtenances relating thereto, for the collection and transmission of wastewater within the Easement across property of Grantor located in Prince George County, Virginia, together with all rights and privileges hereinafter enumerated pertaining to said property.

The Easement is identified as "16' SANITARY SEWER EASEMENT (667 S.F. / 0.015 AC.)" and being more particularly shown on the plat, made by Bowman Consulting Group, Ltd., dated July 28, 2022, entitled "PLAT SHOWING 16' SANITARY SEWER EASEMENT, CITY OF PETERSBURG, PARCEL ID 060010003"; a copy of which plat is attached hereto and made a part hereof.

This conveyance is made subject to the restrictions, conditions, rights of way and easements, if any, contained in the instruments forming the chain of title to this property.

Further, the Easement is granted to Grantee subject to the following conditions:

1. All sanitary sewer lines, and accessories and appurtenances relating thereto, must be installed in the Easement and they shall be and remain the property of Grantee.
2. At no time shall Grantor charge Grantee for the use of the Easement or for the privilege of exercising the rights granted under this Deed.
3. Grantee, its agents and employees, for the purposes described in this Deed, shall have the right of ingress and egress over the Easement, and the right of ingress to and egress from the Easement over the adjacent property of Grantor to the nearest public or private road in such manner as shall occasion the least practicable damage and inconvenience to Grantor. Grantee shall repair damage to roads, fences or other improvements caused by it, its agents or employees, while exercising this right of ingress and egress or shall pay Grantor for any damage done in the exercise of its right of ingress and egress, provided

Grantor gives notice thereof to Grantee within sixty days after such damage occurs.

4. Grantee, its agents and employees, shall have such rights and privileges as may be necessary for the full enjoyment or use of the Easement for the purposes listed in the second paragraph of this Deed.
5. Grantee, its agents and employees, shall have the right to alter, trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures or other obstructions or facilities, natural or artificial, on or in the Easement, which it deems, in any way, to interfere with the rights to use the Easement granted to Grantee in this Deed; provided, however, that unless hereinafter otherwise agreed, except for trees, limbs, and undergrowth removed, Grantee shall repair any damage to the Easement caused by Grantee, its agents and employees, remove all trash and other debris generated by its work, and restore the surface of the Easement as nearly as reasonably possible to its original condition.
6. Grantor reserves the right to make use of the Easement in a manner which does not interfere with their use by Grantee for the purposes granted by this Deed; provided, however, that, unless hereinafter otherwise agreed, Grantor shall not erect any building or other structure, except a fence, on the Easement without obtaining the prior written approval of Grantee.

It is agreed among the parties hereto, that this grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made, modifying, adding to or changing the terms of this Deed. This Deed contains the entire understanding of the parties and may not be modified except by subsequent writing signed on behalf of the party or parties to be bound thereby.

Grantor covenants that they have the right to convey the aforesaid property unto Grantee; that the Grantee shall have quiet possession thereof; that Grantor have done no act to encumber such property that would affect its use for a public purpose and it will execute such further assurances in the future as may be requisite to allow public use for utility purposes or related uses within the property hereby conveyed.

Grantor, by the execution of this instrument, acknowledges that the plans for the aforesaid project as they affect their property have been fully explained to them.

WITNESS the following signatures and seals:

CITY OF PETERSBURG, VIRGINIA

By: \_\_\_\_\_(Seal)

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

**State of Virginia,**

**County of \_\_\_\_\_, to-wit:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2022 by \_\_\_\_\_, \_\_\_\_\_, on behalf of  
the City of Petersburg, Virginia.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2022, on behalf of the County of Prince George,  
Virginia, in accordance with Virginia Code § 15.2-1803 (1950), as amended, as authorized by  
resolution of the Board of Supervisors of Prince George County, Virginia, dated  
\_\_\_\_\_, 2022.

COUNTY OF PRINCE GEORGE

A political subdivision of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Jeffrey D. Stoke, County Administrator



COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Jeffrey D. Stoke, County Administrator, County of Prince George, Virginia.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

APPROVED as to form:

\_\_\_\_\_  
Dan N. Whitten,  
Prince George County Attorney

## CURRENT OWNER TITLE REPORT

City of Petersburg, Virginia

TO: Prince George County Utilities

Parcel ID: 060010003

Re: Sanitary Sewer Line Project

Description of real estate: All that certain piece or parcel of land lying, being and situate in the City of Petersburg, Virginia, formerly in Prince George County, Virginia, as shown on a plat entitled "Plat Showing Location of Property to be Acquired from Helen V. Wagner by the City of Petersburg, Virginia, in the City of Petersburg, Virginia", dated October 27, 1976, prepared by Wiley & Wilson, Inc., Engineers-Architects-Planners, Lynchburg, Virginia, a copy of which said plat is attached hereto and made a part of this deed, and more particularly described thereon as follows: BEGINNING at an iron pin on the northern right-of-way of State Route 106, said pin being 201 feet, more or less, from the point of intersection of the northern right-of-way of U.S. Route 460 Extended; thence S. 66° 41' 15" W. 126.84 feet along the northern right-of-way of State Route 106 to a point; thence along a curve having a radius of 77.00 feet, a delta angle of 87° 03' 45" and a length of 117.00 feet, to a point on the eastern right-of-way of U.S. Route 460; thence N. 26° 15' W. 101.84 feet along the eastern right-of-way of U.S. Route 460 to an iron pin; thence N. 63° 45' E. 209.22 feet to an iron pin; thence S. 23° 18' 45" E. 185.48 feet to the point of beginning.

I hereby certify that I have made an examination of the title to the above described property, as disclosed by the general indices to the records in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, and that **CITY OF PETERSBURG, a municipal corporation of the State of Virginia**, has good and fee simple title thereto, free from all encumbrances, subject only to the following:

- (1) Taxes: Unknown
- (2) Any unrecorded leases or unfiled mechanic's liens: Unknown
- (3) Such state of facts as might be disclosed by a physical survey of the premises. None
- (4) Deeds of trust (copies attached): None of record
- (1) Source of title: By General Warranty Deed from Helen V. Wagner, widow

Recorded in Deed Book 346, Page 531

Date of Deed: February 3, 1977

Date of Recordation: February 9, 1977

- (2) Assessment: 2022  
Name: City of Petersburg  
Address: 135 N. Union St., Petersburg, VA 23803  
Description: 0.82 ACRES BLACKWATER SWAMP  
Tax Map: 060010003

Assessment Year: 2022

Land: \$30,000  
Improvements: \$42,000

- (3) Conveyances within preceding five years: None

None ☒ (Check if applicable)

This title opinion is subject to certain express exclusions and conditions, as follows:

This title opinion is based on an examination of the public land records for a certain period of time, the beginning and ending date of which is shown in the opinion. No opinion is given as to any matter which would be discoverable by physical survey or visual inspection of the property. No opinion is given as to building and/or zoning ordinances, or any other law, ordinance or governmental regulation restricting, regulating or prohibiting the occupancy, use or enjoyment of the property. In giving this title opinion, it is assumed that all relevant instruments were properly recorded and indexed, that all recitations therein are true and correct and that all such instruments contain genuine signatures by competent persons of legal age, and if made in a representative capacity, were signed with due and proper authority. For indices which contain direct and indirect listings, we have only reviewed the direct entries in the indices. We have assumed that the respective corporations in the chain of title were in existence during the period they held title, and that they were authorized to hold and convey real property. We have limited our adverting of all natural persons in the chain of title, during the period they held record title to the property, to the surname and the first name or initials by which each person acquired the estate and the name or initials by which each person conveyed the estate.

Real estate taxes which are not yet due and payable as of the date of this title opinion may constitute a lien upon the property.

Any matters which would not be disclosed by examination of the public land records during the period of the title examination, such as mechanic's liens not placed of record, suits affecting title not placed of record by virtue of a properly recorded and indexed *lis pendens*, rights in the property obtained through adverse possession or prescription or title vested through operation of the bankruptcy laws are not covered in this title opinion. This title opinion is given with the understanding that there are certain risks in regard to title to real estate, including forgery or fraud in the chain of title, incorrect statement of marital status, undisclosed heirs, mental incompetency of party, adequacy or payment of consideration, actual notice by subsequent purchasers of prior unrecorded conveyances, boundary lines, survey lines, conflicts of boundary lines, vacancies, excesses, rights of parties in use and possession, improper indexing of instruments or confusion due to similar or identical names which are not covered in this title opinion but which may be insured against by a title insurance policy issued by a title insurance company.

**PERIOD OF EXAMINATION AND DISCLAIMER:** This title examination covers a period from February 3, 1977 to September 14, 2022, has been prepared with the assistance of non-lawyer agency personnel and is issued to and for the benefit only of Prince George County, Virginia. It is submitted in compliance with Va. Code § 25.1-204(D) and a copy will be provided to a property owner only for the purpose of satisfying a requirement of Va. Code § 33.2-1001 and for no other purpose. Use of this report by anyone other than Prince George County, Virginia is prohibited. Certification is expressly limited accordingly.

Examined by: Heather Hackley

Bowman



---

Richard Stuchell  
Right of Way Project Manager

# Petersburg, Virginia

Parcel: 060010003

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	410	Opportunity Zone:	51730811200
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	A	Va House District:	63
Property Address	3101 COUNTY DR Petersburg , VA	Congressional District:	4
Legal Acreage:	.42	City Ward:	1
Legal Description:	0.82 ACRES BLACKWATER SWAMP	Polling Place:	Blandford Academy
Subdivision:	Blackwater Swamp	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	2/9/1977	\$5,500	346/531

## Assessments

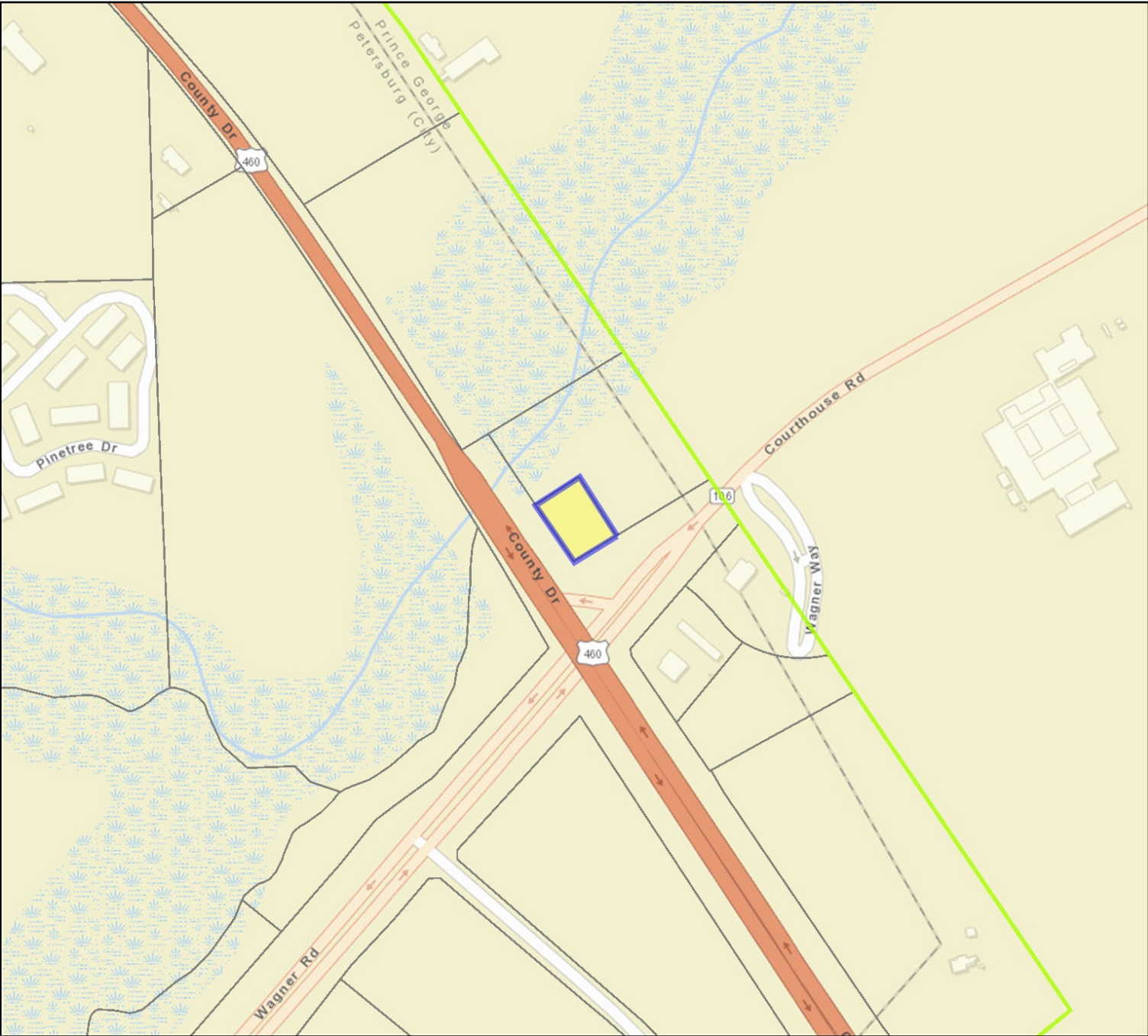
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,900	\$7,900	\$7,900	\$7,900	\$30,000
Improvement Value	\$76,600	\$76,600	\$76,600	\$76,600	\$42,000
Total Value	\$84,500	\$84,500	\$84,500	\$84,500	\$72,000

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 060010003**

**Date: 8/25/2022**

*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.*

February

THIS DEED, Made and entered into this 3rd day of ~~MARCH~~, 1977,

by and between HELEN V. WAGNER, widow, party of the first part, and CITY OF PETERSBURG, a municipal corporation of the State of Virginia, party of the second part;

WITNESSETH: That, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said party of the second part, the following described property, to wit:

All that certain piece or parcel of land lying, being and situate in the City of Petersburg, Virginia, formerly in Prince George County, Virginia, as shown on a plat entitled "Plat Showing Location of Property to be Acquired from Helen V. Wagner by the City of Petersburg, Virginia, in the City of Petersburg, Virginia", dated October 27, 1976, prepared by Wiley & Wilson, Inc., Engineers-Architects-Planners, Lynchburg, Virginia, a copy of which said plat is attached hereto and made a part of this deed, and more particularly described thereon as follows: BEGINNING at an iron pin on the northern right-of-way of State Route 106, said pin being 201 feet, more or less, from the point of intersection of the northern right-of-way of State Route 106 Extended, and the eastern right-of-way of U. S. Route 460 Extended; thence S. 66° 41' 15" W. 126.84 feet along the northern right-of-way of State Route 106 to a point; thence along a curve having a radius of 77.00 feet, a delta angle of 87° 03' 45" and a length of 117.00 feet, to a point on the eastern right-of-way of U. S. Route 460; thence N. 26° 15' W. 101.84 feet along the eastern right-of-way of U. S. Route 460 to an iron pin; thence N. 63° 45' E. 209.22 feet to an iron pin; thence S. 23° 18' 45" E. 185.48 feet to the point of beginning; it being a portion of the same property conveyed to Joseph A. Wagner and Helen V. Wagner, husband and wife, as tenants by the entireties with the right of survivorship, by deed dated October 16, 1957, from Joseph A. Wagner and Helen V. Wagner, his wife, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Deed Book 161, page 262, the said Joseph A. Wagner having died on March 27, 1964, leaving his wife, Helen V. Wagner, as his sole heir at law.

This conveyance is made expressly subject to all conditions, reservations and easements of record affecting the said land to the extent that they may lawfully apply.

WITNESS the following signature and seal:

 (SEAL)  
Helen V. Wagner

BOOK 346 PAGE 532

STATE OF VIRGINIA

County of Prince George  
~~CITY OF PETERSBURG~~, to wit:

I, Patricia H. Rayner, a notary public in and  
for the city and state aforesaid, do hereby certify that HELEN V. WAGNER,  
widow, whose name is signed to the foregoing annexed writing, bearing date  
on the 3rd day of February ~~JANUARY~~, 1977, has acknowledged the same before me  
in my city and state aforesaid.

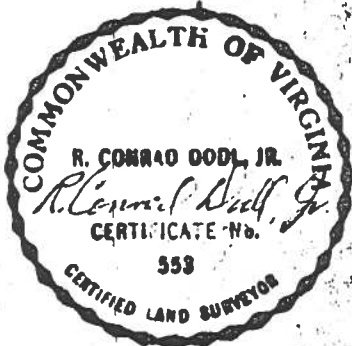
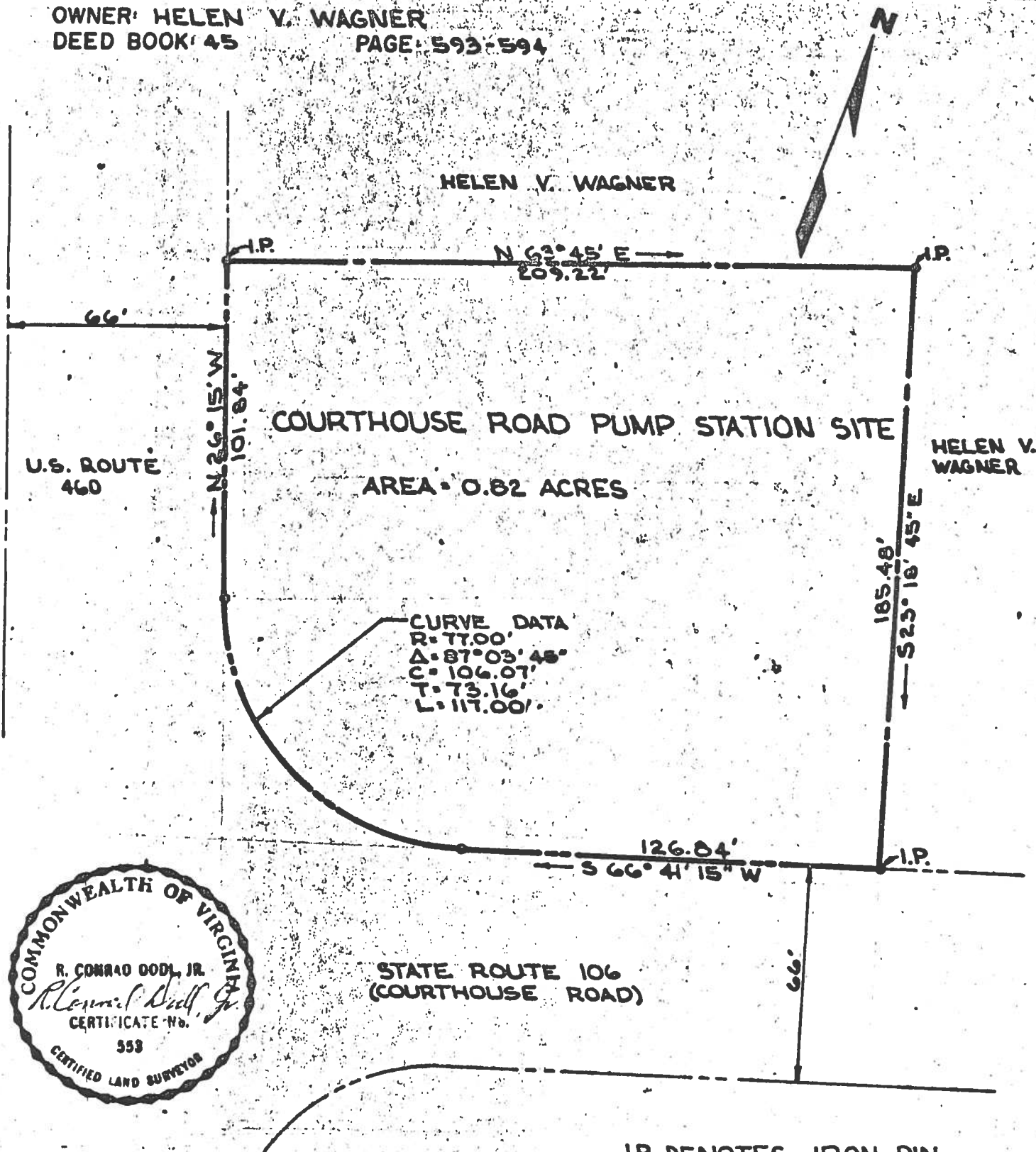
Given under my hand this 3rd day of February ~~JANUARY~~, 1977.

My commission expires 2/15/80.

Patricia H. Rayner  
Notary Public



OWNER: HELEN V. WAGNER  
DEED BOOK 45 PAGE 593-594



STATE ROUTE 106  
(COURTHOUSE ROAD)

I.P. DENOTES IRON PIN

PLAT SHOWING LOCATION OF PROPERTY TO BE ACQUIRED  
FROM HELEN V. WAGNER BY THE CITY OF PETERSBURG,  
VIRGINIA

IN THE CITY OF PETERSBURG, VIRGINIA  
SCALE: 1" = 40'

DATE: OCT. 27, 1976

COMM. NO. 6142

WILEY & WILSON INC.  
ENGINEERS · ARCHITECTS · PLANNERS  
LYNCHBURG, VIRGINIA

I hereby certify that the taxes imposed by  
Sec. 58-54.1 of the Code in the amount of  
\$ 5.50 have been paid to this office.

VIRGINIA: In the Clerk's Office of the Circuit Court of  
the City of Petersburg, February 9, 1977  
The foregoing Instrument was this day lodged in said  
office and, with the certificate and plat annexed,  
admitted to record at 11:00 A.M.

Teste: Valter L. Parnish, Clerk





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 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 to amend the FY23 Budget and appropriate funding to the YMCA (Young Men's Christian Association) (Page 61)**

---

**PURPOSE:** A request to schedule a public hearing to amend the FY23 Budget and appropriate funding to the YMCA (Young Men's Christian Association)

**REASON:** City Council approved funding to the YCMA during the November 15th City Council meeting for the 1st year of services. This funding will be used to host after-school programs to provide enrichment and care to the students of the City of Petersburg.

**RECOMMENDATION:** Recommend that Council hold a public hearing to amend and appropriate the resolution.

**BACKGROUND:** The City desires to host afterschool programs to provide enrichment and care for students; and WHEREAS, the City and the YMCA desire to enter into an agreement governing the use of the City facilities.

**COST TO CITY:** \$190,960

**BUDGETED ITEM:**NO

**REVENUE TO CITY:** \$190,960

**CITY COUNCIL HEARING DATE:** 1/17/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Petersburg Cost Per Site
2. YMCA

## Program Summary

<b>Children Per site</b>	<b>75</b>	
<b>Weeks/per year</b>	<b>40</b>	
Full Time Payroll	38,500	
Part Time Payroll	80,880	
Benefits/Payroll Taxes	15,749	
Program Expenses	23,016	
<b>Total Direct Expenses</b>	<b>\$ 158,145</b>	
		<b>Admin % Check</b>
YD Administration	23,722	12%
Management Services Fee	9,093	5%
<b>Total Expenses</b>	<b>\$ 190,960</b>	<b>17%</b>
<b>Cost Per Student - Total Program</b>	<b>\$ 2,546</b>	
<b>Cost Per Student/Per Week</b>	<b>\$ 63.65</b>	

<b>Full Time Staff</b>	1
<b>Part Time Staff (overlapping)</b>	7
<b>Total Staff</b>	8
<b>Student/Total Staff Ratio</b>	10.0

		<i>Inflation:</i>	
		5%	3%
<b>School Year</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2023-2024</b>
Full Time Payroll	38,500	40,425	41,638
Part Time Payroll	80,880	84,924	87,472
Benefits/Payroll Taxes	15,749	16,537	17,033
Program Expenses	23,016	24,167	24,892
<b>Total Direct Expenses</b>	<b>\$ 158,145</b>	<b>\$ 166,052</b>	<b>\$ 171,034</b>
YD Administration	23,722	24,908	25,655
Management Services Fee	9,093	9,548	9,834
<b>Total Expenses</b>	<b>\$ 190,960</b>	<b>\$ 200,508</b>	<b>\$ 206,524</b>

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE  
MAKING APPROPRIATIONS FOR THE FISCAL YEAR  
COMMENCING JULY 1, 2022, AND ENDING JUNE 30, 2023  
FOR THE GENERAL 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 General Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2023.

<b>Previously adopted</b>	<b>\$0.00</b>
<b>ADD:</b> Revenue from Federal Government	<b><u>\$190,960</u></b>
 <b>Total Revenues</b>	 <b><u>\$190,960</u></b>

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:

<b>Previously adopted</b>	<b>\$0.00</b>
<b>ADD:</b> YMCA	<b><u>\$190,960</u></b>
 <b>Total Expenses</b>	 <b><u>\$190,960</u></b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Brian Moore

**RE:** **A public hearing for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024. (Page 63)**

**PURPOSE:** To provide City Council with the details for the potential sale of 118 West Street West

**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 make a motion to approve the sale and ordinance.

**BACKGROUND:** The Department of Economic Development received an application from SFG Developers on September 29, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 118 West Street West, which is currently a vacant lot. On October 11, 2022, at the conclusion of the auction, it was determined that ILM Group 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 1647 square foot two family residential dwellings with three bedrooms and two bathrooms and a 407 square foot garage for each dwelling for rent at market rate (\$1200-1500).

The proposed purchase price for 118 West Street South is \$18,200, which is 143.30% of the assessed value, \$12,700. 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 118 West Street West is zoned R-3, a two-family residential district.

Address: 118 West Street West  
 Tax Map ID: 024-290024  
 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:** 12/13/2022

**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. ILM Group ordinance
2. 118 West Street West (1)
3. 118 West Street South Tax Map
4. 118 West Street South Assessment
5. ILM Group Presentation
6. City of Petersburg Real Estate Application 118 West street s
7. ILM Group preapproval letter Signed
8. duplex-house-plans-garages-together-cost-efficient-building-page-d-610
9. IMG\_2762
10. IMG\_7514
11. image
12. 65894002460\_\_6A01993E-5AF2-4AB3-AAE8-08DD98132F1C

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024**

WHEREAS, the City of Petersburg has received a proposal from ILM Group to purchase City-owned property at 118 West Street West, parcel ID 024-290024; and

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

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned 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 December 13, 2022, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$12,700

Consideration: \$18,200

Tax Map No: 024290024

This Real Estate Purchase Agreement (the "Agreement") is dated December 13, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, ILM Group, 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: 118 West Street West; Tax Map Number 024290024 (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 eighteen thousand two hundred dollars (\$18,200) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, one thousand eight hundred twenty dollars (\$1,820), (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 December 13, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 13, 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 or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg  
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:

ILM Group, LLC  
JoDuarte Matthews  
Managing Member

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: TM Group, LLC

By: Forrest Matthews

Title: Managing Member

Date: 10/28/22

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: 024290024

## 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	118 WEST ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.225	City Ward:	6
Legal Description:	Pridesfield 70X140	Polling Place:	Westview School
Subdivision:	Pridesfield	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
	6/9/2005	\$3,850	2005/2610

## 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	\$12,700	\$12,700	\$12,700	\$12,700	\$12,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$12,700	\$12,700	\$12,700	\$12,700	\$12,700

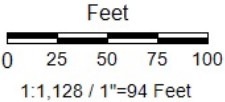
## Property Tax (Coming Soon)

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 #: 024290024**

**Date: 11/2/2022**

*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	118 West Street South									
Property Address	118 West Street South									
Parcel Number										
Year Constructed										
Project Developer	ILM Group LLC									
Contact Name										
Address	9601 Gayton Road Suite 203 W Henrico VA									
Email	<a href="mailto:ilmgroupva@gmail.com">ilmgroupva@gmail.com</a>									
Experience/Qualifications	see application									
Development Description	118 West Street South will be developed into a two family residential dwelling									
Offered Purchase Price	\$18,200			Construction Costs	\$		207,000.00			
				Total Investment	\$		225,200.00			
Description of Financing (%)	finance									
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood									
Due Diligence Period (days)	0									
Construction Start Date	NA			Completion Date	NA					
Number of Projected Jobs	Temp/Const. Jobs				Permanent Jobs					
Average Wage										
Contingencies										
City Assessment										
Outstanding Obligations										
Proposed Land Use	Two family dwelling			Yes	No					
Comp Plan Land Use				Conformance	Yes					
Zoning	R3			Conformance	Yes					
Enterprise Zone	No				Yes					
Rehab/Abatement	No									
New Construction	Yes									
Historic District										
Assessed Value	\$		12,700.00		Appraised Value	\$		-		
City Revenue from Sale	\$		5,500.00							Date
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20			
Real Estate Tax	\$	-	\$	171.45	\$	857.25	\$	46,460.25		
Personal Property Tax	\$	-	\$	-	\$	-	\$	-		
Machinery and Tools Tax	\$	-	\$	-	\$	-	\$	-		
Sales and Use Tax	\$	-	\$	-	\$	-	\$	-		
Business License Fee	\$	-	\$	-	\$	-	\$	-		
Lodging Tax	\$	-	\$	-	\$	-	\$	-		
Meals Tax	\$	-	\$	-	\$	-	\$	-		
Other Taxes or Fees	\$	-	\$	-	\$	-	\$	-		
Total	\$	-	\$	171.45	\$	857.25	\$	46,460.25		
Total Tax Revenue			\$	171.45	\$	857.25	\$	46,460.25		
Waivers & Other Costs to the City			\$	-	\$	-	\$	-		
City ROI (Revenue - Cost)	\$	-	\$	171.45	\$	857.25	\$	46,460.25		
Staff Recommendation										
Last Use Public					Comm. Review Date					
Council Decision					Council Review Date					
Disposition Ord #					Ord Date					





# **Presentation for Council 118 West Street South Purchase Agreement Proposal**



**Brian A. Moore**  
**Director of Economic Development, Planning, and Community Development**  
**Petersburg, Virginia**  
**December 13, 2022**

# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024.**

# Background

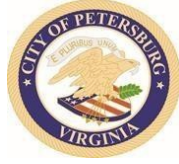


- Zoning –R3
- Acreage – .225
- Current Use- Vacant Residential Lot
- Proposed Use –1647 square foot two family residential dwelling with three bedrooms and two bathrooms and 407 square foot garage for each dwelling
- Purchase Price-\$18,200

# 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 ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024.





## **City of Petersburg Real Estate Application**

### **Buyer Demographics:**

Contact Name ILM Group LLC  
Contact Address 9601 Gayton Road Suite 203W Henrico, VA 23238  
Contact Email Address ILMGROUPVA@gmail.com  
Contact Phone Number (404) 983-5454

### **Property you wish to bid on:**

Property Address 118 West Street South Petersburg, VA 23803

### **What is the intended use of the property:**

Development Description-

We intend to build affordable housing in the form a two story multi-family residence.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Buyer Experience:**

Please detail experience you have in development

ILM Group is a spin off of Matthews Realty Group, LLC which has is based in Richmond, Virginia. Matthews Realty Group, LLC has extensive experience buying properties to rehab and developing land to build single and multi family residences. Please see attached pictures of previous completed projects.  
3015 Second Ave Richmond, VA 23222  
824 Woodhaven Drive Richmond, VA 23224  
2031 Kingsland Road Henrico, VA 23231 new construction in progress

Please email application to:

The Department of Economic Development

[econdev@petersburg-va.org](mailto:econdev@petersburg-va.org)



# Mortgage Pre-Approval Letter

10/24/2022

Congratulations! We are pleased to inform you that you have been pre-approved for a home loan with:

**NEXA Mortgage, LLC**

I'm looking forward to helping you purchase your new home. Please don't hesitate to call me with any questions.

## Client Information

**Applicant(s):** ILM Group LLC

**Property Address:**  
Petersburg, VA 23803

**Terms:** 360 months

**Program:** Conv 30 Year Fixed

**Sales Price:** \$225,000

**Loan Amount:** \$180,000.00

**Down Payment:** 20.000%

**Loan-to-Value:** 80.000%

**Occupancy:** Investment

## Review Progress

A licensed Loan Officer has reviewed the following:

- ✓ Reviewed applicant's credit report and credit score
- ✓ Verified applicant's income
- ✓ Reviewed applicant's debt to income ratio

This approval expires on

Sincerely,

*Sakira Lilly*

Sakira Lilly  
Loan Officer  
NMLS ID: 1464507  
**Work**  
**Mobile (804) 251-0317**  
**YourLender@TheLillyTeam.com**

NEXA Mortgage, LLC  
NMLS ID: 1660690  
3100 W Ray Rd Ste #201 Office #209 Chandler, AZ 85226

## Final Steps

If your financial, employment, and credit situation do not materially change, we'll only need a few more things to get a final mortgage commitment:

- 1 A fully executed Purchase and Sale Agreement
- 2 A satisfactory appraisal
- 3 An acceptable title commitment
- 4 Proof of sufficient homeowners insurance
- 5 Satisfaction of all final underwriting conditions
- 6 Executed final loan documents
- 7 Final commitment for this loan is also subject to:



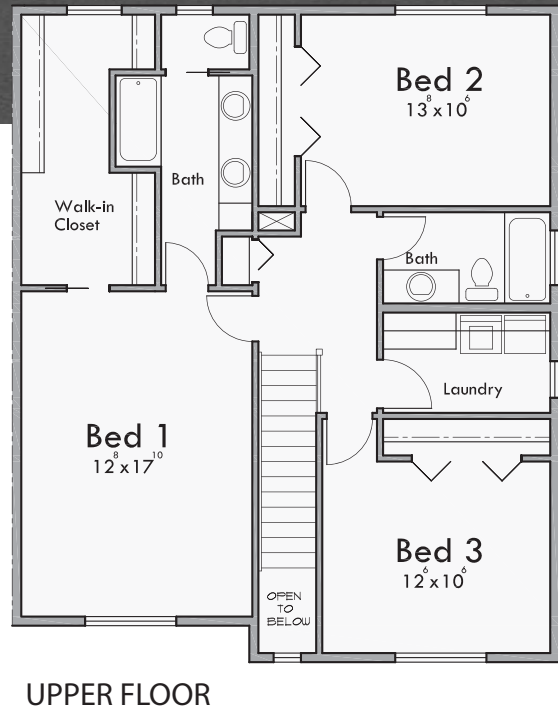
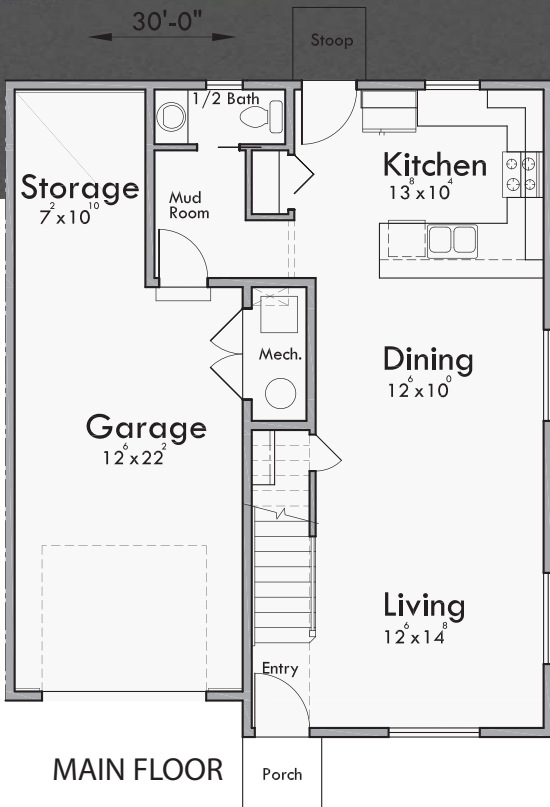
## PLAN #D-610

MAIN FLR. 647 SQ. FT.

UPPER FLR. 1000 SQ. FT.

TOTAL 1647 SQ. FT.

GARAGE 407 SQ. FT.



















# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Brian Moore

**RE:** A public hearing for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009. (Page 90)

**PURPOSE:** To provide City Council with the details for the potential sale of 1022 High Pearl Street.

**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 Entrusted Visions, LLC and Abe Development, LLC on October 4, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 1022 High Pearl Street which are currently a vacant residential dwelling. On October 11, 2022, at the conclusion of the auction, it was determined that Entrusted Visions, LLC and Abe Development, 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 renovate the existing single family residential dwellings and sell at market rate.

The proposed purchase price for 1022 High Pearl Street is \$20,300, which is 50% of the assessed value, \$10,100. 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 1022 High Pearl Street is zoned R-2, single family residential district.

Address: 1022 High Pearl Street  
 Tax Map ID: 044-070009  
 Zoning: R-2



**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

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

**CITY COUNCIL HEARING DATE:** 12/13/2022

**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. 1022 High Pearl Street Ordinance
2. 1022 High Pearl St (3)
3. 1022 High Pearl Street Presentation
4. 1022 High Pearl Street
5. 1022 High Pearl Street Assessment
6. Application
7. Intended Purpose for 1022 High pearl st Petersburg Va
8. quote\_513
9. IMG\_1956
10. IMG\_1958
11. Pics of renovated home

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009**

WHEREAS, the City of Petersburg has received a proposal from Entrusted Visions, LLC and Abe Development, LLC to purchase City-owned property at 1022 High Pearl Street, parcel ID 044-070009; and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Entrusted Visions, LLC and Abe Development, 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 December 13, 2022, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$40,600

Consideration: \$20,300

Tax Map No: 044070009

This Real Estate Purchase Agreement (the "Agreement") is dated December 13, 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, Entrusted Visions LLC and Abe Development Company, 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: 1022 High Pearl Street; Tax Map Number 044-070009 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is twenty thousand three hundred (\$20,300) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, two thousand thirty dollars (\$2,030), (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 December 13, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 13, 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 or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg  
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:

GN, Albe Dene ..  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPY TO:

Enthusiast Visions LLC  
2936 Briarwood Rd  
Petersburg, VA 23805  
\_\_\_\_\_

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: EN Albel Jan.

By: Entrusted Visions LLC, ABE Development CO... LLC

Title: Owners

Date: 10/21/2022

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

# **Presentation for Council 1022 High Pearl Street Purchase Agreement Proposal**



**Brian A. Moore**  
**Director of Economic Development, Planning, and Community Development**  
**Petersburg, Virginia**  
**December 13, 2022**

# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.**

# Background



- Zoning –R2
- Acreage – .11
- Current Use- Vacant Residential Structure
- Proposed Use –renovate and sale at market rate
- Purchase Price-\$20,300

# 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 Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.

# Petersburg, Virginia

Parcel: 044070009

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	101	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	1022 HIGH PEARL ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.11	City Ward:	5
Legal Description:	LOT 5 BRENNAN PLAT50 X 96	Polling Place:	Tabernacle Baptist Church
Subdivision:	Brennan	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):	1,216	Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	1
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
	4/7/2006	\$0	2006/1734

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$8,800	\$8,800	\$8,800	\$8,800	\$9,000
Improvement Value	\$31,000	\$31,000	\$31,000	\$31,000	\$31,600
Total Value	\$39,800	\$39,800	\$39,800	\$39,800	\$40,600

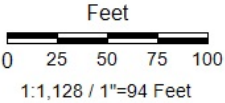
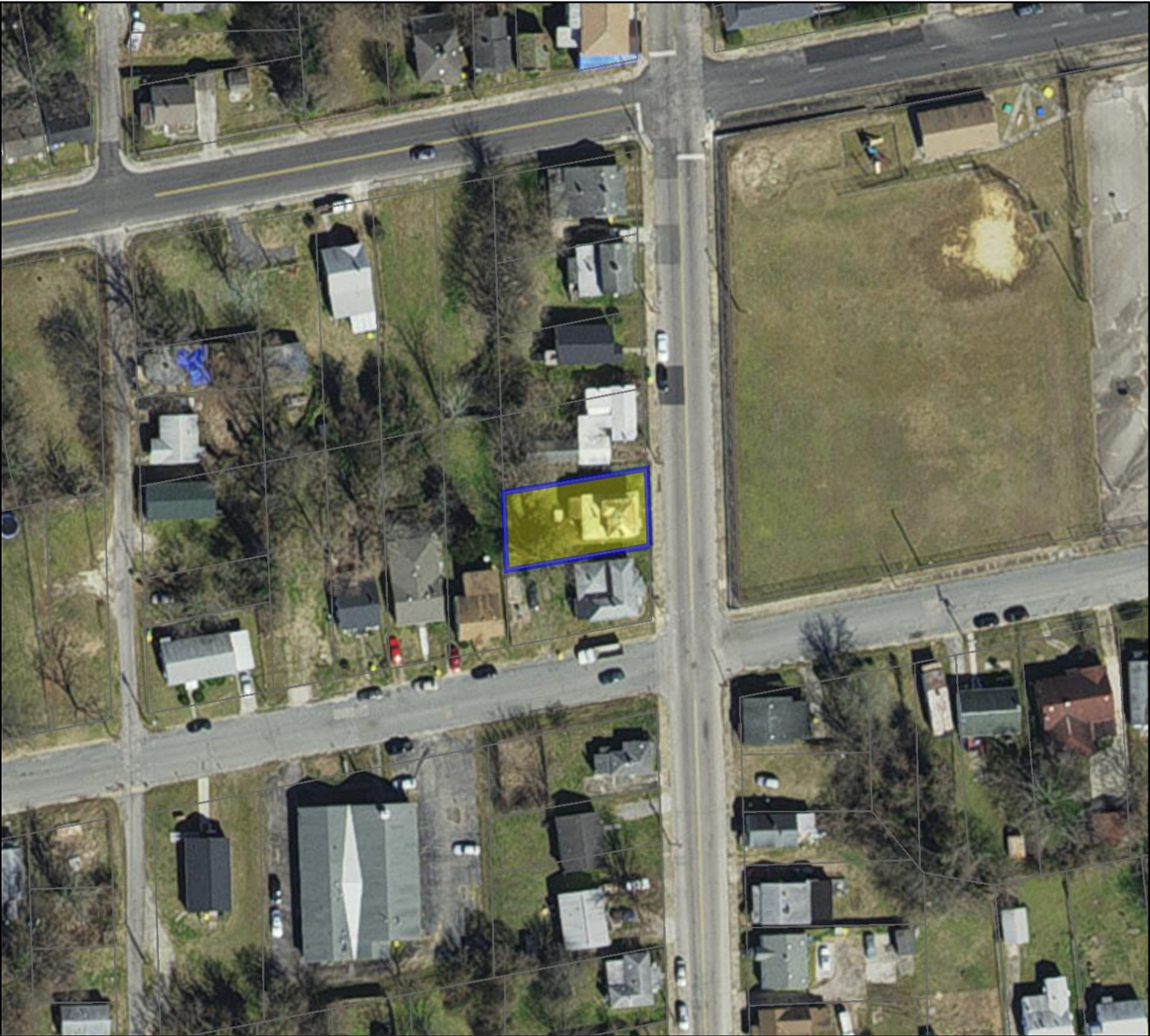
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

-  County Boundaries
-  Parcels



**Parcel #: 044070009**

**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	1022 High Pearl Street
Property Address	1022 High Pearl Street
Parcel Number	
Year Constructed	
Project Developer	Bereket Abraham
Contact Name	
Address	2935 Brierwood Rd, Petersburg VA
Email	<a href="mailto:bkcoolkicks@gmail.com">bkcoolkicks@gmail.com</a>
Experience/Qualifications	see application
Development Description	1022 High Pearl Street will be renovated and sold at market rate
Offered Purchase Price	\$20,500
Construction Costs	\$ 123,900.00
Total Investment	\$ 144,400.00
Description of Financing (%)	finance
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood
Due Diligence Period (days)	0
Construction Start Date	NA
Completion Date	NA
Number of Projected Jobs	Temp/Const. Jobs
Average Wage	
Contingencies	

City Assessment	
Outstanding Obligations	
Proposed Land Use	singe gamily dwelling
Comp Plan Land Use	
Zoning	R3
Enterprise Zone	No
Rehab/Abatement	No
New Construction	Yes
Historic District	
Assessed Value	\$ 40,600.00
Appraised Value	\$ -
Date	
City Revenue from Sale	\$ (20,100.00)
Projected Tax Revenue	Abatement
Real Estate Tax	\$ - \$ 548.10
Personal Property Tax	\$ - \$ -
Machinery and Tools Tax	\$ - \$ -
Sales and Use Tax	\$ - \$ -
Business License Fee	\$ - \$ -
Lodging Tax	\$ - \$ -
Meals Tax	\$ - \$ -
Other Taxes or Fees	\$ - \$ -
Total	\$ - \$ 548.10
Total Tax Revenue	\$ 548.10
Waivers & Other Costs to the City	\$ -
City ROI (Revenue - Cost)	\$ - \$ 548.10
Staff Recommendation	
Last Use Public	
Council Decision	
Disposition Ord #	







## City of Petersburg Real Estate Application

### Buyer Demographics:

Contact Name Bereket Abraham  
Contact Address 2936 Briarwood Rd Petersburg, VA  
Contact Email Address Bkecoolicks@gmail.com  
Contact Phone Number 703-589-3116

### Property you wish to bid on:

Property Address 1022 High Pearl

### What is the intended use of the property:

Development Description-

I plan to rent/sell property and a complete  
renovation

### Buyer Experience:

Please detail experience you have in development

This will be my 6<sup>th</sup> rental property. I am also  
in the process of two flips.

Please email application to:

The Department of Economic Development

[econdev@petersburg-va.org](mailto:econdev@petersburg-va.org)

# **Intended Purpose for 1022 High pearl st Petersburg Va.**

We first want to thank you for listing the property at auction. We are very happy to have won the bid and we look forward to working with you all. My intended use of the property will be to renovate and sell the property for about 190-210k as supported by the Market.

## BRP Construction, LLC

5920 Brookfield Road, Richmond VA 23227  
7038648625  
brpconstruction90@gmail.com



### RECIPIENT:

#### Kai Haskett

1022 High Pearl Street  
Petersburg, Virginia 23803

### Quote #513

Sent on 10/16/2022

**Total \$123,900.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
General/Carpentry Labor	Finish demo of old plaster, chimney and damaged areas. Clear away all growth and brush around the building. Reframe the substructure for the first floor in numerous areas where it is needed. Tear off the fallen in side porch. Repair any damaged framing from the porch falling. Rebuild side porch and entranceway approximately 8ft wide by 18ft long.	1	\$35,000.00	\$35,000.00
Electrical/Plumbing Labor/Materials	Replace all cast iron and galvanized metal water/drain lines in the home. Install new pvc drain lines for the additional first floor bathroom, kitchen, laundry and the 2nd floor bathroom. Install new pex water lines for all water fixtures. Install new electrical wiring for all areas of the home. This will include building a new electrical service. The location of this will be determined by the electric company.	1	\$12,000.00	\$12,000.00
Bathrooms/Kitchen Labor/Materials	Supply and install materials for the first floor bathroom that will include a stand up shower. Supply and install materials for the second floor bathroom that will include a tub. Supply and install cabinets for the kitchen layout to be developed. Supply a fridge, dishwasher, microwave and stove for the kitchen area.	1	\$25,000.00	\$25,000.00
Insulation/Painting/Drywall Labor/Materials	Install code compliant insulation in all walls, ceilings and floors. Install 1/2" drywall in all areas of the home except for the bathrooms. Purple board will be installed in the bathrooms. The house will be painted in 3 total colors, to be chosen by the owner. One trim color, one wall color and one ceiling color.	1	\$17,500.00	\$17,500.00
Flooring Labor/Materials	Supply and install LVT in the living room, kitchen, bathrooms and common areas. Supply and install carpet/pad in the 3bedrooms.	1	\$5,900.00	\$5,900.00

## BRP Construction, LLC

5920 Brookfield Road, Richmond VA 23227  
7038648625  
brpconstruction90@gmail.com



PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Carpentry Labor/Materials	Install new baseboards throughout the home. Install 13 new vinyl windows Install new casings, jams and brick molding on all windows and doors. Supply and install 2 new exterior doors and 6 interior doors.	1	\$12,000.00	\$12,000.00
HVAC Labor and Materials	Supply and install a 3 ton unit system for the heating and A/C of the home. The air handler will be placed in the crawlspace area and the heat pump in the rear of the home	1	\$8,500.00	\$8,500.00
Exterior Labor/Materials	Repair the chain link fence and gate at the front of the home. Repair and seal any damaged areas of the metal roofing. Paint all metal roofing with a fiber reinforced roofing paint. Replace any damaged posts around the front porch areas. Paint the decking and posts customer chosen colors. Remove the falling in chimney stack down to the ground. Dumpsters	1	\$8,000.00	\$8,000.00

Total

**\$123,900.00**

This project will take approximately 10 weeks to complete.  
Pay schedule would be based upon completion mile markers.

This quote is valid for the next 30 days, after which values may be subject to change.



8:53

◀ Camera

●●● LTE 



South Prince George

August 8 8:02 AM

Edit





8:54

◀ Camera

LTE

South Prince George

August 11 6:59 PM

Edit



-00:13













# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager  
Tangela Innis, Deputy City Manager  
Brian Moore, Director of Economic Development

**FROM:** Reginald Tabor

**RE:** **A public hearing and consideration of an ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard. (Page 118)**

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**PURPOSE:** To hold a Public Hearing and consider approval of amendments to the preferred conditions approved with the rezoning of 1200, 1220, 1225 and 1255 Harrison Creek Boulevard, Tax Parcels: 040030801, 040030805, 040030806 and 040030807, respectively.

**REASON:** To comply with applicable procedures and laws regarding the consideration of amendments to Zoning designations and related proffered conditions.

**RECOMMENDATION:** It is recommended that the City Council holds a Public Hearing and considers an amendment to the zoning designation of the Harrison Creek Properties and related proffered conditions.

**BACKGROUND:** The City of Petersburg received a request from PBFL, LLC represented by C. Burton Cutright, to amend the proffers previously adopted with the rezoning for the properties located at 1200, 1220, 1225 and 1255 Harrison Creek Blvd, Tax Parcels # 040030805, TP# 040030806, and TP# 04003080. The purpose is to permit the construction of five (5) structures with a total of 120 units of housing, designed like the existing Aqua Luxury Apartment multi-family development on the parcels addressed as 1220, 1225 and 1255 Harrison Creek Boulevard.

### History

The City Council adopted 08-Ord-20, February 19, 2008, which approved the rezoning of the Harrison Creek Boulevard properties to PUD with proffered conditions. The subject property was rezoned from M-1, Light Industrial District, with conditions, to Planned Unit Development (PUD) with proffered conditions. The purpose was to permit a PUD to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801. The Harrison Creek development proposal included "upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres.



In 2021, the petitioners proposed an amendment to the proffered conditions that would allow the construction of up to 65 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments.

The Planning Commission considered the petition to amend the proffered conditions previously approved with the rezoning of the property and voted unanimously on November 4, 2021, to recommend approval of the proposed proffer amendments.

The City Council subsequently considered the petition and referred it back to the Planning Commission.

The Planning Commission considered the petition during the January 20, 2022 meeting. During deliberations, the Commission asked about the impact of the proposed change to the proffered conditions on the City's sewer system capacity.

The Interim Director of Public Works at the time stated that while the current water/sewer system could support this development, the new development would limit future development in the area.

The Commission expressed concerns regarding a lack of home ownership, aging infrastructure, the capacity of the Poor Creek system, and the potential impact of the proposed change on the pharmaceutical cluster development.

A representative of the Developer stated that the developers originally invested \$228,000 in a pump station to create capacity. This capacity was then thought to be more than enough for the apartments and the retail space. They further stated that in the past 11 years, there has been active promotion in trying to bring in a grocery store, office establishments, and other commercial development, but there has not been any interest from any retail or grocery store in the location. There is, however, demand for off-base housing from Fort Lee. They stated that they believe that they have developed the capacity for the sewer on this site through the previous investment.

The Interim Director of Public Works stated that Petersburg has plenty of drinking water capacity, but not sewer capacity.

The Commission voted to recommend denial of the petition.

The Developer requested that the item be presented to the City Council for consideration on December 13, 2022.

### **Request**

The Developer submitted an amended development plan that replaces the proposed cottage-style residential units with structures like those in the existing development. The proposed new development would include the construction of five (5) structures with a total of 120 new units including 60 1-bedroom units and 60 2-bedroom units. Residents will have access to the amenities and facilities of the existing Aqua apartment community.

**COST TO CITY:**N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Revenue from the increased value of the developed property.

**CITY COUNCIL HEARING DATE:** 12/13/2022

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

**AFFECTED AGENCIES:** City Assessor, Public Works, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** 08-Ord-20

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

**ATTACHMENTS:**

1. 1213\_2022OrdinanceRezoningHarrisonCreekProperties
2. 1205\_2022ExhibitA
3. Updated Narrative Beco Asset Harrison Creek (CLEAN) (11-15-2022)
4. Updated Harrison Creek Pictures + Renderings (11-15-2022)
5. 08Ord20
6. 1104\_2021StaffReportHarrisonCreek

**AN ORDINANCE AMENDING THE PROFFERED CONDITIONS  
PREVIOUSLY ADOPTED WITH THE REZONING OF THE PROPERTIES  
LOCATED AT 1220 HARRISON CREEK BLVD, TP# 040030805, 1225  
HARRISON CREEK BLVD, TP# 040030806, AND 1255 HARRISON CREEK  
BLVD, TP# 040030807**

WHEREAS, the City of Petersburg received a request from PBFL, LLC represented by C. Burton Cutright, to amend the proffered conditions previously adopted with the rezoning of the properties located at 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, And 1255 Harrison Creek Blvd, TP# 040030807; and

WHEREAS, the City Council adopted 08-ORD-20 in 2008 approving the Planned Unit Development (PUD) with proffered conditions, to permit multi-family residential, commercial, office space and recreational spaces; and

WHEREAS, the subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, with proffered conditions, to permit a Planned Unit Development to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801; and

WHEREAS, the proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres; and

WHEREAS, the developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as “Acqua Luxury Apartments” and addressed as 1200 Harrison Creek Boulevard; and

WHEREAS, in 2021, the Petitioner initially proposed an amendment to the proffered conditions to allow the construction of 62 single-family detached rental homes on 6.25 +/- acres of land located along Harrison Creek Blvd between Route 460 and Aqua Luxury Apartments; and

WHEREAS, in 2022, the Developer submitted an amended development plan and roposed amendment to the proffered conditions that replaces the cottage-style residential units with structures like those in the existing Multi-Family development; and

WHEREAS, the proposed new development would include the construction of five (5) structures with a total of 120 new units, including 60 1-bedroom units and 60 2-bedroom units, and the new residents will have access to the amenities and facilities of the existing Aqua apartment community; and

WHEREAS, the subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet, and the density of allowed development shall be controlled by zoning conditions and ordinance standards; and

WHEREAS, adjacent properties located along County Drive are zoned B-2, General Commercial, R-1A and R-1, Single-Family Residence District, and M-1, Light Industrial District; and

WHEREAS, the 2014 Comprehensive Plan Future Land Use Plan designates the subject property as commercial and industrial use; and

WHEREAS, both commercial and residential uses front along US 460, County Drive; and

WHEREAS, the proposed amendment to the proffered conditions will allow for the development of currently vacant parcels of land; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing on November 4, 2021 and considered a resolution recommending approval of the amendment to the proffered conditions, and the public hearing was advertised, in accordance with applicable laws; and

WHEREAS, the Planning Commission voted to recommend approval of the petition to amend the proffered conditions; and

WHEREAS, the City Council subsequently considered the petition and referred it back to the Planning Commission; and

WHEREAS, the Planning Commission considered the petition during the January 20, 2022 meeting, and the Commission asked about the impact of the proposed change on the sewer system capacity; and

WHEREAS, the Interim Director of Public Works at the time stated that while the water/sewer system we have today could support this development, it would then limit future development in the area; and

WHEREAS, the Commission voted to adopt a resolution recommending denial of the petition; and

WHEREAS, The Developer requested that the item be presented to the City Council for consideration on December 13, 2022; and

WHEREAS, in 2022, the Petitioner submitted an amended development plan and proposed amendment to the proffered conditions that replaces the proposed cottage-style residential units with structures like those in the existing development, to include the construction of five (5) structures with a total of 120 new units, with 60 1-bedroom units and 60 2-bedroom units.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves the amendment to the proffers approved with the rezoning of the properties 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, and 1255 Harrison Creek Blvd, TP# 040030807, as indicated in (**Exhibit A**).



**Exhibit A:**

The Proffers are as follows:

1. The Property shall be developed in general conformance with the Plan (prepared by Porterfield Design Center, dated January 10, 2008) and the Application for Planned Unit Development submitted with this case, however, the vacant parcels designated as "Outparcel Site" and "Office/Retail Site", zoned Planned Unit Development (PUD) shall be developed for residential use in general conformance with the Conceptual Plan prepared by David Taylor dated September 29, 2022, dated January 20, 2022, to allow for the construction of up to 120 multi-family units/60 single family detached rental houses on the three parcels. The exact boundaries and acreage of each land use designation may be shifted to a reasonable degree at the time of site plan for each development area/use in order to accommodate engineering or reasonable design considerations. These conditions apply to the Applicant or its successors or assigns.
- ~~2. The "OutParcel Site" and "Office/Retail Site" on the Plan (prepared by Porterfield Design Center, dated January 10, 2008) shall be developed in a manner consisted with the "B-2", General Commercial District Regulations of the Zoning ordinance of the City of Petersburg with all permitted uses allowed by the Ordinance, except the following and similar such uses shall not be permitted: used vehicles sales, vehicle rebuilding or vehicle body shops or vehicle repairing facilities, used tire sales, towing lots, salvage dealers or vehicle service operations which employ any form of outside storage of inoperative motor vehicles shall not be permitted as uses within this area, new automobile sales; adult entertainment uses of any kind, nightclubs, tattoo parlor. This land area shall not exceed 4.0 acres.~~
- ~~3. The life style (multi-family) land use designation on the Plan (prepared by Porterfield Design Center, dated January 10, 2008) shall be developed in accordance with the conceptual plan submitted for Harrison Creek Apartments and shall consist of not more than 336 multi-family units, with the unit mix set out in the Application, on a parcel of land within the PUD (Multi-family Land Use Designation) not to exceed an area of 29.0+/-acres. Accessory Uses such as garage parking, clubhouse/community center/pool and other recreational amenities are uses allowed within this land area. The net density of multi-family uses in this land area shall not exceed a gross density of 12.85 dwellings per acre. There shall be no other residential uses on any land use designations within the PUD.~~
- ~~2.~~
- ~~5. The land area designated as "Office Site", as shown on the Plan (prepared by Porterfield Design Center, dated January 10, 2008) shall not exceed 1.60+/- acres nor shall the structures developed for office use exceed 12,000 square in area. Parking spaces shall be provided at a ratio of one space for every 200 square feet of floor area.~~
- ~~6. The Applicant shall execute a "Declaration of Covenants and Restrictions" (Declaration), approved in advance by the City Attorney as consistent with the Ordinance adopted approving this zoning case, and so by create the Harrison Creek Association (HCA). The HCA shall enforce the standards for development, consistent with the zoning conditions, and assure the quality of development, architectural compatibility, environmental protection and other elements of development control. The Declaration shall be recorded among the land records of the City of~~

**Commented [LNR1]:** Is this still accurate? Any changes necessary?

**Commented [LNR2]:** Is this still accurate? Any changes necessary?

**Commented [A3R2]:** This is existing 1200 Acqua description

~~Petersburg prior to the conveyance of any properties by the Applicant to third parties and as soon as practicable upon approval of the zoning case.~~

~~The HCA shall be funded by all owners of property within the Harrison Creek development by payment of dues to the HCA based upon the owner's pro-rata share of the total land area, excluding the wetlands areas. The HCA shall appoint a Board of Architectural Review (BAR) which shall, prior to site plan approval by the City, review and approve all site plans, architectural designs, building heights, signage, landscaping, parking fields, lighting, pedestrian circulation plans, stormwater management facilities and such other submissions as are necessary to ensure that development within Harrison Creek achieves the high standards established by the Conceptual Site Plan, the Declarations, and the zoning conditions.~~

~~7.3.~~ The Applicant shall provide when applicable, its proportionate costs, dedications of rights or way, and/or construction of roadway segments as set forth in the Conceptual Site Plan and as determined by updated TIA (Traffic Impact Analysis) submitted at the time of site plan review and subject to approval by the City. Prior to approval by the City of any site plan for development within Harrison Creek, an updated TIA shall be performed and the report submitted to the City as part of the site plan submission. The Applicant shall install suitable traffic management and control measures, as determined ~~by the City in the TIA~~, at the intersection of the "80' Right-of-Way and County Drive", and at the intersection of the "Secondary Access to Apartments" as a condition precedent of approval of a site plan for any development within the subject PUD.

~~8.4.~~ Landscaping shall be in general conformance with the Plan prepared by Porterfield Design Center, dated January 10, 2008, and ~~in general conformance with the Conceptual Plan prepared by David Taylor Dated September 29, 2022~~, subject to approval and/or modification by the Department of Planning and Department of Public Works at the time of any site plan submission.

~~9.5.~~ Parking fields shall be in general conformance with the "Article 19 of the Zoning Ordinance of the City of Petersburg" subject to approval and/or modification by the Zoning Administrator. ~~Applicant acknowledges this proffered condition.~~

~~4.6.~~ Signage shall be in general conformance with the purposes of Article 21 (Sign Regulations) of the Zoning Ordinance of the City of Petersburg ~~and consistent with the unified system of signage set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C.~~ All signs shall require a sign permit issued under the provisions of Article 21 of the Zoning Ordinance of the City of Petersburg.

~~5.7.~~ The pedestrian circulation system shall be in general conformance with ~~the zoning request and the Conceptual Plan prepared by David Taylor dated September 29, 2022, the provisions for Recreation Amenities and Natural Area set forth in the PBFL, LLC Zoning request dated 08/06/07 prepared by Future Law, L.L.C. and as illustrated in the Plan prepared by Porterfield Design Center, dated January 10, 2008.~~

~~8.~~ All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all onsite and off-

Commented [LNR4]: Is this still accurate? Any changes necessary?

Commented [LNR5]: Is this still accurate? Any changes necessary?

site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized to serve the drainage shed in which they are located in accordance with the applicable requirements of City of Petersburg. The Applicants shall be responsible for provision of a pro-rata share of the costs of offsite improvements to the sanitary sewer capacity and conveyance system for the Poor Creek Sanitary Sewer Basin. The actual costs to be determined in consultation with the Department of Public Works at or before the time of Site Plan submission for the development as a whole or any individual or separate developments within the PUD. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with applicable requirement of the City and the Commonwealth of Virginia. All lines shall be sized and designed by an engineer and certified by an engineer for site plan submission. The Applicant shall be responsible for the prorated share of off-site improvements to the sanitary sewer conveyance system for the Poor Creek Sanitary Sewer Basin. The prorated share for sanitary sewer conveyance is \$3,902.80 per dwelling unit. Such prorated share shall be in addition to any connection fees enumerated in the City Code at such time said fees are due and shall be paid by the Applicant prior to the issuance of a Certificate of Occupancy on a per unit basis. If any prorated share contribution is not paid by the end December 31, 2022, the prorated share amount shall be escalated according to the ENR Construction Cost Index. Prorated share escalation shall be indexed to June 2022, or the most recent available index period which predates June 2022. The Developer may pre-pay pro-rata shares at any time, on a per unit basis.

10.

**11.9.** Stormwater management facilities shall be owned and maintained by the Developer. The stormwater management ponds shall be constructed by the Developer as determined to be necessary and appropriate by the City, based on a Stormwater Management Plan consistent with the laws of the Commonwealth of Virginia and the requirement of the City of Petersburg. Such plans shall be required at the time of site plan submission. Stormwater management ponds shall primarily be wet ponds and shall be designed so as to enhance the areas in which the ponds are located. The design and location of the various ponds shall be approved by the City of Petersburg at the time of Site Plan submission.

**12.10.** The Applicant shall grant utility easements or such other easements as are necessary and appropriate for the development of Harrison Creek. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does not reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.

**13.11.** The developer shall, prior to the issuance of any building permit to commence construction of any building on the Property, record a restrictive covenant running with the land that provides that the subject property will not be used or operated in whole or in part as affordable rental housing described in the provisions of (i) 26 U.S.C. § 42, 26 U.S.C. § 142(d), 24 CFR § 983, 24 CFR § 236, 24 CFR § 241(f), 24 CFR § 221(d)(3), or any successors thereto; (ii) applicable state law, or (iii) similar local ordinance adopted by the locality wherein such real property is located."

**Commented [LNR6]:** Is this still accurate? Any changes necessary?

12. There shall be an appropriate buffering plan, which shall include keeping as many of the existing larger trees along the boundary lines as possible, determined as part of the site plan review, to provide a natural vegetative buffer between that portion of the Property developed as multi-family and the existing ~~single-family~~single-family residences along the western boundary line (N 0009'11"), 2073.27 in length (the "Western Boundary Line"). Further, there shall be no building within 20 feet of the Western Property Line.

~~6. Further, there shall be no building within 30 feet of the Western Property Line.~~

14.13. There shall be a decorative fence surrounding the Property, the final location and design of which will be determined as part of the site plan review, however, the fence shall be at least 6 feet in height, surround the entire portion of the Property developed as Multifamily, and shall be designated to create a "gated residential community." The location of the fence shall be designed to keep many of the existing larger trees along the boundary line as possible.

~~15.14.~~ All utilities shall be underground.

16.15. Except for timbering approved by the Virginia Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering on the Property until a land disturbance permit has been obtained from the City and the approved devices installed.

## **PROJECT SUMMARY**

### **APARTMENTS AT HARRISON CREEK**

#### **INTRODUCTION**

Introducing the Apartments at Harrison Creek

The Apartments at Harrison Creek is a proposed development of 120 multi-family apartment units to be built for the residents of the City of Petersburg. The proposed apartment community will include a mix of 1-bedroom/1-bathroom (60 units) and 2-bedroom/ 2-bathroom (60 units) multi-family apartment units and will be located on approximately 6.267+/- total acres along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The Apartments at Harrison Creek development embraces the positives of luxury apartment-style living. The development will consist of multi-family apartment units that are interconnected by sidewalks and separated by private and community green space. Residents will enjoy the affordability and convenience of living in rental units as an apartment-style community and surrounding green space areas will be maintained by a professional management company. Residents will have access to common apartment-living group amenities such as a fitness room and pool. The shared clubhouse, pool, hot tub, and putting green were recently renovated in spring and summer 2022. New walking trails will connect the community to the existing 1200 Acqua Luxury Apartments to allow for convenient access to group amenities. The proposed medium-density development will provide a high-quality and affordable housing option to the residents of Petersburg.

#### **ZONING CLASSIFICATION**

Existing to Proposed

The current zoning of the three parcels, which total approximately 6.26+/- acres, is Planned Unit Development “PUD”. The three subject parcels are the remainder of a larger 36.216+/- parcel that was rezoned from M-1(c) Light Industrial District (with restrictions) to PUD classification by adoption of city ordinance, 08-Ord-20 (“Ordinance”). The Ordinance modified the zoning classification of the entire 36.216-acre parcel and encumbered the three subject parcels with certain proffered restrictions and requirements. The Ordinance prevents the three subject parcels from being used for residential uses. The Ordinance restricted residential uses to the portion of the Applicant’s conceptual plan that was designated as lifestyle/multi-

family (1200 Acqua Luxury Apartments, the 336-unit luxury apartment community located to the south of the proposed development). Additionally, two of the parcels must be developed in a manner consistent with “B-2” General Commercial District Regulations and the third parcel is limited to use as office use (with certain lot, structure, and parking requirements/limitations.)

## **BACKGROUND**

In 2008, the Applicant intended to develop the three parcels for commercial, retail and office space as designated on its concept plan for the planned development known as Harrison Creek. Harrison Creek followed the Petersburg Comprehensive Plan and the Applicant’s vision of a mixed-use development. For years, the Applicant aggressively marketed the parcels in attempt to attract commercial and business partners to enter this area, but it has been unsuccessful in its efforts. It is well-known that there has been great disruption in the commercial market over the last several years. The recent global pandemic has added to the decline and businesses have closed. Currently, there is significant square footage of open commercial space and business store front in the Petersburg area. An in-house analysis of the Petersburg submarket historical leasing data shows that the availability of available space is increasing. While market rental rates appear to be mostly stable, Fiscal Quarter 2 of 2021 showed leasing demand net absorption square footage at negative 27,627 SF. As businesses appear to be moving away from brick-and-mortar buildings to online platforms and delivery-based enterprises, it is unclear whether the pandemic has created a temporary disruption or a permanent change to “business as usual.” Additional unoccupied commercial, business and office space is not needed and will not benefit the City or its residents. The subject parcels are currently vacant. Vacant land does not create jobs, attract residents, or generate much tax revenue. As stated in the Comprehensive Plan, Petersburg needs additional and diverse housing options for its residents. The proposed development can help the City meet its objective.

## **ISSUE**

The current proffers prevent the Applicant from developing the parcels for a medium-density residential use. The Applicant believes that the proposed use for medium density residential development is the highest and best use of the land and that this use will offer the greatest benefit to Petersburg and its citizens.

## **REQUEST**

The Applicant respectfully requests that the City remove the proffered restrictions in the Ordinance that prevent the property from being developed for residential use.

## **COMPREHENSIVE PLAN**

The proposed Apartment at Harrison Creek development will be located on Harrison Creek Boulevard at the entrance of 1200 Acqua Luxury Apartments. The proposed development has approximately 261 feet of frontage along Route 460. The Route 460 corridor is strategically located between Interstate 95 and Interstate 295. The proposed development would be easily accessible from anywhere in the Petersburg/Richmond area and would be exceptionally convenient to the “back gate” of Fort Lee.

The expansion of Fort Lee has brought roughly 11,000 new residents to the Petersburg region. According to the Comprehensive Plan, the areas surrounding Petersburg have had an increase in housing while Petersburg has experienced a decline in the total number of housing units. (Comprehensive Plan, p. 55). The proposed development will add much needed units to Petersburg’s housing inventory.

In the 2040 Draft Comprehensive Plan, the City sets an objective to continue to encourage the creation of a variety of residential uses and compatible neighborhood arrangements in order to offer a variety of housing options to its residents. Article 26 of the Petersburg Zoning Ordinance explains that an objective of the PUD designation is to foster a variety of housing options that will give the home occupant greater choice in the selection of environment and housing units. (Zoning Ordinance, Art. 26, Sec. 1(4)). The proposed development supports the City’s objective as found in the Comprehensive Plan and is in accordance with the PUD classification as found in the Zoning Ordinance. The Applicant is proposing a flexible, innovative land use which is consistent with modern and future planning practices that will help to provide a diverse housing inventory and accommodate the growing housing needs of Petersburg. The units are designed to offer the renter the community-centered lifestyle. The pandemic has given us a greater appreciation of outdoor spaces. The proposed development includes abundant shared green space and trails are to be incorporated in the site development plan stage. Residents will enjoy the amenities of luxury apartment living like access

to a community pool, dog parks, and property management services. For those that prefer living in an apartment, renting removes the risk and uncertainty that comes with timing a home purchase given the volatility of the real estate market, especially for those who may be subject to short-term ownership due to the transient nature of their employment.

“BECO” and Petersburg have enjoyed the success of 1200 Acqua Luxury Apartments since its construction in 2010. BECO Asset Management, LLC, an affiliated company, manages 1200 Acqua. BECO Asset Management will also serve as the professional management company for The Apartments at Harrison Creek and will offer residents the same high-quality renting experience as is known at 1200 Acqua. BECO Asset Management’s dedicated marketing department will develop a detailed plan to attract prospective residents to the proposed development. Through the diligent efforts of BECO Asset Management and its marketing department, all BECO Asset Management managed properties enjoy high retention and occupancy rates. For example, 1200 Acqua consistently has an occupancy rate of 97%.

#### **THE PLANNED UNIT DEVELOPMENT APPLICATION**

The Applicant respectfully requests that the City approve an amendment to the current zoning ordinance which removes the limitations placed on the three parcels for the reasons stated in this project summary. As required by the zoning ordinance, the Applicant presents the following information for consideration and review.

CONCEPT PLAN. Included with the Application are three copies of the Conceptual Plan prepared by David Taylor, dated September 29, 2022, showing the proposed concept for The Apartments at Harrison Creek development. Also included are three copies of a map showing the location of the proposed development in relation to the surrounding area including the location of streets, utilities, schools, and commercial facilities.

The three subject parcels total approximately 6.26 +/- acres, including 0.4 +/- acres of wetlands. The proposed development will include 120 multi-family apartment units located along Harrison Creek Boulevard between 1200 Acqua Luxury Apartments (an affiliated multi-family community) and County Drive/Rt. 460. The mix of one bedroom unit and two bedroom unit will range in size from 769 sq. ft. to 1,069 sq. ft. The apartments will be linked by



interconnected sidewalks and shared open green spaces. The Apartments at Harrison Creek will provide the affordability, convenience, and amenity access of apartment living.

WETLANDS. Three copies of the Wetlands Delineation report prepared by MAP Environmental, Inc. are included with the Application. This report summarizes the soil conditions, general topography, and location and character of surface water. MAP Environmental is currently coordinating with the Army Corps of Engineers to gain wetlands certification. A copy of the COE certification will be forwarded upon our receipt.

DRAINAGE MANAGEMENT. The proposed development will utilize the storm water facility located on the back of the 1200 Acqua, LLC property to accommodate the reduced flow – impervious space that is created by its construction. The stormwater management plan that was implemented when the original 32.261 +/- acre mixed use project was rezoned to PUD included and considered the development of the three subject parcels for commercial, business and retail office use. The proposed development will incorporate significant amounts of green area and pervious areas in contrast to the mostly impervious areas that were originally contemplated. The storm water facility is sufficient to handle the proposed development.

TRANSPORTATION. The Apartments at Harrison Creek is positioned in the Route 460 Corridor and has easy access to both Interstate 95 and Interstate 295. The proposed development is located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. At the time the larger 32-acre parcel was rezoned to the PUD classification, traffic to these parcels was considered and planned for. The current proposed use as medium density residential use would generate less traffic than the commercial and retail use that was originally planned. Presently, there are both a right- and left-turn lane along Route 460 with approximately 200 feet of storage and 200 feet of taper, which is more than adequate to address the increase in traffic resulting from the proposed development. Also, Harrison Creek Boulevard provides for separate left and right turn exit lanes which will reduce delays when exiting the site.

SURROUNDING USES. The subject property is bounded to the north partially by Route 460/County Drive (parcels to the north of Route 460 are classified as B-2) and partially by B-2 zoned parcels, to the south by a parcel classified as PUD (1200 Acqua Luxury Apartments), to the east by an access road to 1200 Acqua Luxury Apartments classified as PUD (land east of

road is zoned R-1), and to the west by parcels with “null” or no listed zoning classification, which appear to be used as residential.

The proposed construction of 5 multifamily buildings with 24 units each on 6.26+/- acres would result in a density of 19.17 units per acre. This medium density development provides an appropriate and necessary transitional buffer between the R-1 zoned land that is located nearby (adjacent to the emergency access road located to the east of the proposed development), the land of unknown classification (appears to be residential use) to the west, and the B-2 zoned property located to the north (along Harrison Creek Boulevard) and the nearby B-2 zoned property located to the north of Route 460. Petersburg will also benefit from the increase in real estate tax revenue that will be generated by the development of the land.

VEGETATION, BUFFERING AND SCREENING. There is extensive existing landscaping along Route 460/County Drive and Harrison Creek Boulevard and along the adjacent lot boundary lines. To the extent possible, mature landscaping will be preserved. This existing tree cover will be supplemented with additional planting. A key feature of The Apartments at Harrison Creek is the open green space that will be incorporated throughout the development to create an established neighborhood feel. Existing and proposed landscaping will provide shading, screening, and a sense of privacy and separation between the development and adjacent lots and public roadways.

PARKING. The proposed development will include 220 paved and marked parking spaces (1.83 per unit), with dimensions that comply with the zoning ordinance. All parking areas will be screened from public streets and adjacent land uses. Existing mature landscaping along Route 460 and Harrison Creek Boulevard will be retained, to the extent possible, and enhanced with additional landscape materials as shown on the Concept Plan.

SIGNAGE. The Apartments at Harrison Creek will incorporate a signage system that consists of high-quality materials and utilizes color, lighting, shapes, and other design elements to promote a cohesive and unified image that is consistent with the zoning ordinance and the “BECO brand.”

“BECO” has been a Petersburg community partner since 2008. We are excited to grow our relationship with the City and its residents by expanding our investment in this community. We thank you for your consideration of this request. If you have any questions or require

additional information, please do not hesitate to contact me at [bcutright@becoasset.com](mailto:bcutright@becoasset.com) or 757-514-1515, or you may reach Jon Babineau, General Counsel, at [jbabineau@becoasset.com](mailto:jbabineau@becoasset.com) or 757-842-6369. We look forward to working with you.

Respectfully submitted,

C. Burton Cutright, Manager  
PBFL, LLC





rendering by **SPINE 3D™**





Aerial View of the Property



Main Entrance





Bedroom



Kitchen and Living Room





Seating area inside the clubhouse at 1200 Acqua



Firepit @ Nite



Putting Practice Green



Car Care Center





Pool and Sun Deck



Pool



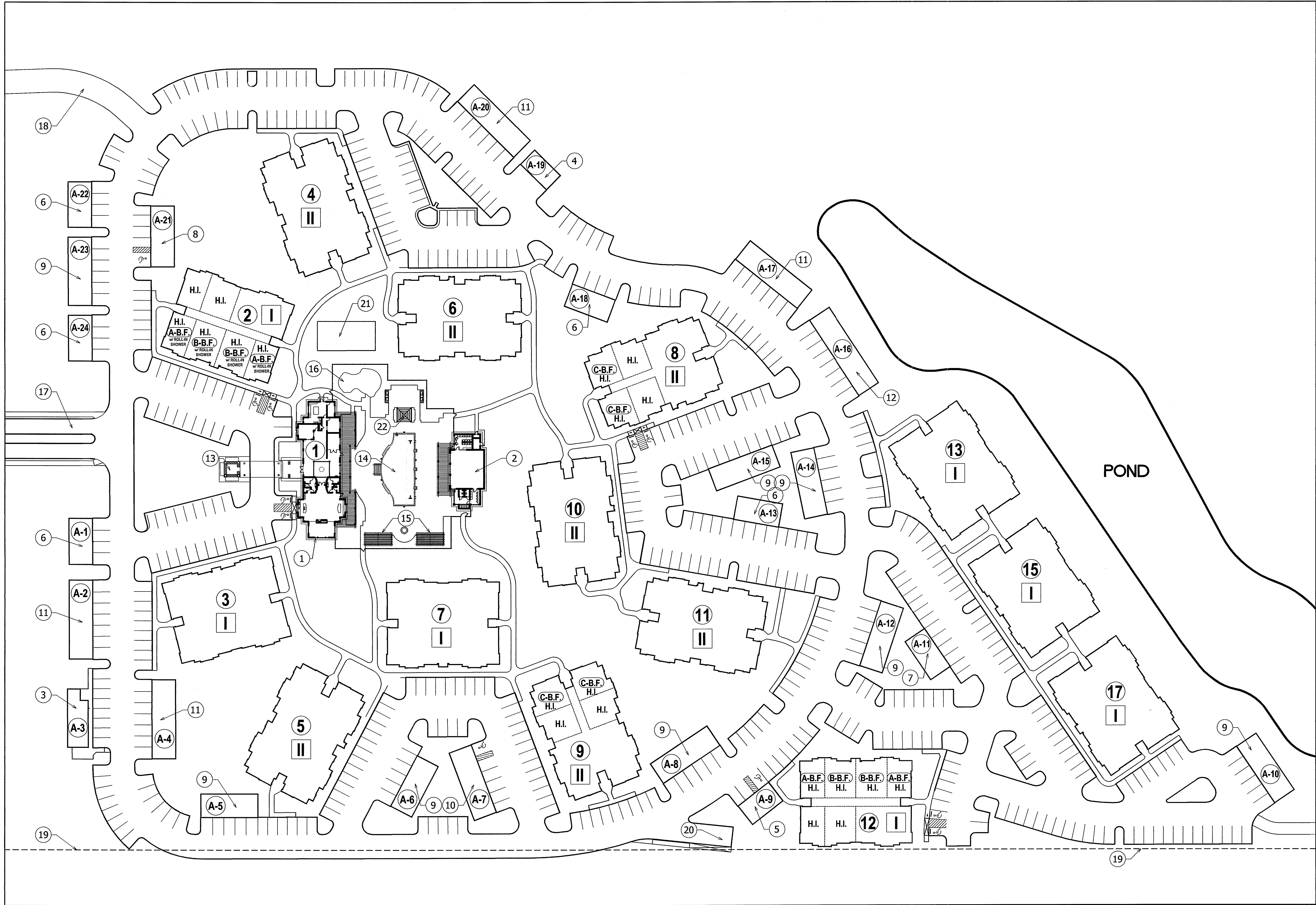


Outdoor Lanscaping



We're Pet Friendly





**1 SITE PLAN**  
SCALE: 1" =50'-0"

**GENERAL NOTES:**

- REFER TO THE CIVIL DRAWINGS - ISSUED UNDER SEPARATE COVER FOR THE FOLLOWING:  
A. ALL SITE DIMENSIONS AND BUILDING LOCATIONS.  
B. ALL SITE GRADING & FINISH FLOOR ELEVATIONS.  
C. ALL ON-SITE PAVING AND SIDEWALKS - VERIFY LOCATION OF SPECIAL PAVING AND SLEEVES FOR IRRIGATION AND SITE LIGHTING WITH OWNER/ CONTRACTOR PRIOR TO POURING DRIVES.  
D. ALL PARKING DIMENSIONS AND DETAILS, INCLUDING ADA SPACES AND RAMPS.  
E. ALL SITE SIGNAGE INFORMATION, LOCATIONS, AND DETAILS.
- UTILITY LOCATIONS AND SERVICE CONNECTIONS TO BE VERIFIED BY CONTRACTOR.
- THE SCOPE OF THIS WORK INCLUDES SEVEN (7) TYPE I APARTMENT BUILDINGS, SEVEN (7) TYPE II APARTMENT BUILDINGS, FOR A TOTAL OF FOURTEEN (14) APARTMENT BUILDINGS, ONE (1) COMMUNITY CENTER BUILDING, ONE (1) FITNESS CENTER BUILDING, ONE (1) CAR WASH BUILDING, ONE (1) MAINTENANCE BUILDING, TWENTY TWO (22) GARAGE BUILDINGS, AND ONE (1) GAZEBO.

**KEY NOTES:**

- COMMUNITY BUILDING
- FITNESS CENTER
- MAINTENANCE BUILDING
- CAR WASH BUILDING
- 3 - CAR ADA GARAGE
- 4 - CAR GARAGE
- 5 - CAR GARAGE
- 5 - CAR ADA GARAGE
- 6 - CAR GARAGE
- 6 - CAR ADA GARAGE
- 7 - CAR GARAGE
- 8 - CAR GARAGE
13. MAIL KIOSK
14. SWIMMING POOL
15. TRELLIS
16. PUTTING GREEN
17. ACCESS ROAD
18. SECONDARY ACCESS ROAD
19. 30' BUILDING SETBACK LINE
20. TRASH COMPACTOR LOCATION
21. SAND VOLLEYBALL COURT
22. GAZEBO

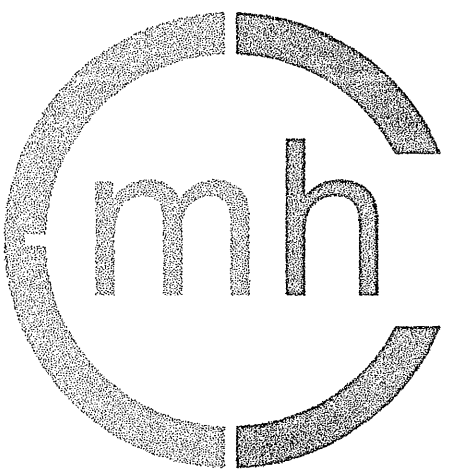
**REFERENCE LEGEND:**

- # = DENOTES BUILDING NUMBER  
# = DENOTES BUILDING TYPE  
# = DENOTES BARRIER FREE / H.I. UNIT  
H.I. = HEARING IMPAIRED UNIT

TOTAL PROJECT DATA					
# UNITS	UNIT TYPE	DESCRIPTION	AREA	EXT. AREA	
80	A	1 BR./ 1 BA.	769 S.F.	61,520 S.F.	
80	B	2 BR./ 2 BA.	1,069 S.F.	85,520 S.F.	
80	C	2 BR./ 2 BA.	962 S.F.	76,960 S.F.	
84	C-alt	2 BR./ 2 BA.	985 S.F.	82,740 S.F.	
4	A-BF	1 BR./ 1 BA.	769 S.F.	3,076 S.F.	
4	B-BF	2 BR./ 2 BA.	1,069 S.F.	4,276 S.F.	
4	C-BF	2 BR./ 2 BA.	962 S.F.	3,848 S.F.	
336 TOTAL UNITS			SUBTOTAL: 317,940 S.F.		
COMMUNITY CENTER			4,671 S.F.		
FITNESS CENTER			2,571 S.F.		
3-CAR ADA GARAGE (x 1)			793 S.F.		
4-CAR GARAGE (x 5 @ 911 S.F.)			4,555 S.F.		
5-CAR GARAGE (x 1)			1,137 S.F.		
5-CAR ADA GARAGE (x 1)			1,246 S.F.		
6-CAR GARAGE (x 8 @ 1,364 S.F.)			10,912 S.F.		
6-CAR ADA GARAGE (x 1)			1,472 S.F.		
7-CAR GARAGE (x 4 @ 1,590 S.F.)			6,360 S.F.		
8-CAR GARAGE (x 1)			1,816 S.F.		
CAR WASH BUILDING			701 S.F.		
MAINTENANCE BUILDING			1,110 S.F.		
TOTAL GROSS AREA: 355,284 S.F.					

BUILDING TYPE I PROJECT DATA					
BLDG #	# UNITS	UNIT TYPE	UNIT TYPE DESC.	AREA	EXTENDED AREA
BLDG. # 3	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	
BLDG. # 7	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	
BLDG. # 2	10	A	1 BR./ 1 BA.	769 S.F.	7,690 S.F.
	10	B	2 BR./ 2 BA.	1,069 S.F.	10,690 S.F.
	2	A-B-F. *w/ROLL-IN SHOWER	1 BR./ 1 BA.	769 S.F.	1,538 S.F.
	2	B-B-F. *w/ROLL-IN SHOWER	2 BR./ 2 BA.	1,069 S.F.	2,138 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	
BLDG. # 12	10	A	1 BR./ 1 BA.	769 S.F.	7,690 S.F.
	10	B	2 BR./ 2 BA.	1,069 S.F.	10,690 S.F.
	2	A-B-F.	1 BR./ 1 BA.	769 S.F.	1,538 S.F.
	2	B-B-F.	2 BR./ 2 BA.	1,069 S.F.	2,138 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	
BLDG. # 17	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	
BLDG. # 15	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	
BLDG. # 13	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
	24 TOTAL UNITS			GROSS AREA: 22,056 S.F.	

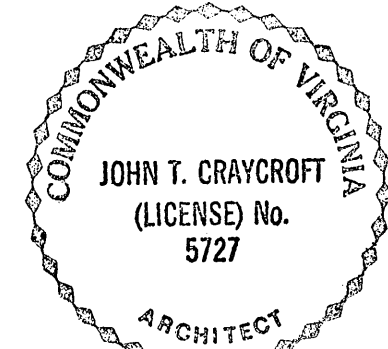
BUILDING TYPE II PROJECT DATA					
BLDG #	# UNITS	UNIT TYPE	UNIT TYPE DESC.	AREA (S.F.)	EXTENDED AREA
BLDG. # 5	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	
BLDG. # 9	10	C	2 BR./ 2 BA.	962 S.F.	9,620 S.F.
	12	C-alt	2 BR./ 2 BA.	985 S.F.	11,820 S.F.
	2	C-B-F.	2 BR./ 2 BA.	962 S.F.	1,924 S.F.
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	
BLDG. # 11	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	
BLDG. # 10	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	
BLDG. # 8	10	C	2 BR./ 2 BA.	962 S.F.	9,620 S.F.
	12	C-alt	2 BR./ 2 BA.	985 S.F.	11,820 S.F.
	2	C-B-F.	2 BR./ 2 BA.	962 S.F.	1,924 S.F.
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	
BLDG. # 6	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	
BLDG. # 4	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS			GROSS AREA: 23,364 S.F.	



**CRAYCROFT  
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*John T. Craycroft*

**HARRISON  
CREEK, L.L.C.**

**HARRISON  
CREEK  
APARTMENTS**

PETERSBURG, VIRGINIA

DATE 10.20.08

BID SET 03.20.09

PERMIT SET 10.20.08

CONSTRUCTION SET 03.20.09

**REVISIONS**

- |   |                          |  |
|---|--------------------------|--|
| Δ | 02.27.09                 |  |
|   | REV. PER OWNER           |  |
| Δ | 03.02.09                 |  |
|   | BLDG. #'s REV. PER OWNER |  |

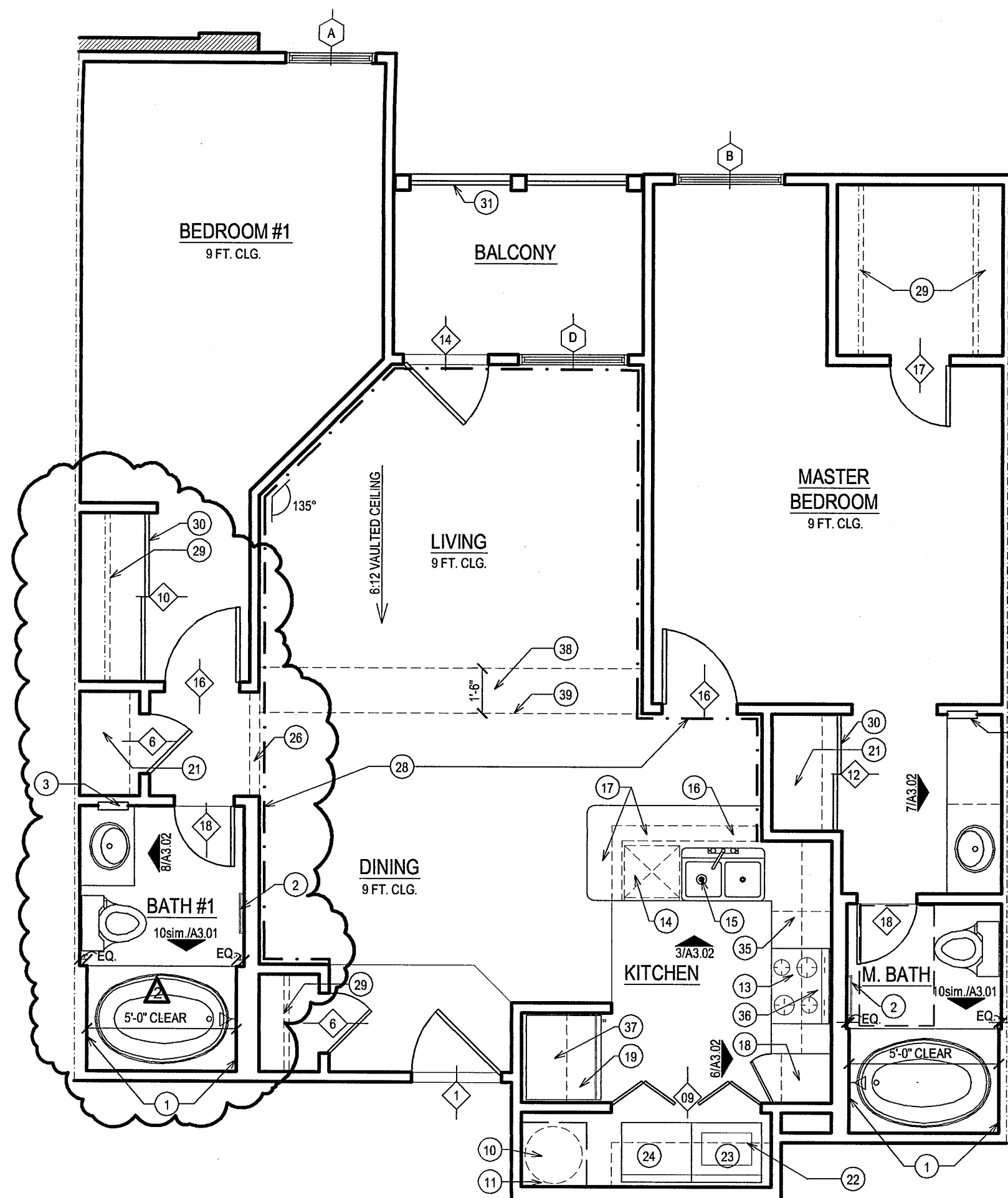
PROJECT NO. 08101

SHEET NO. w/ TITLE

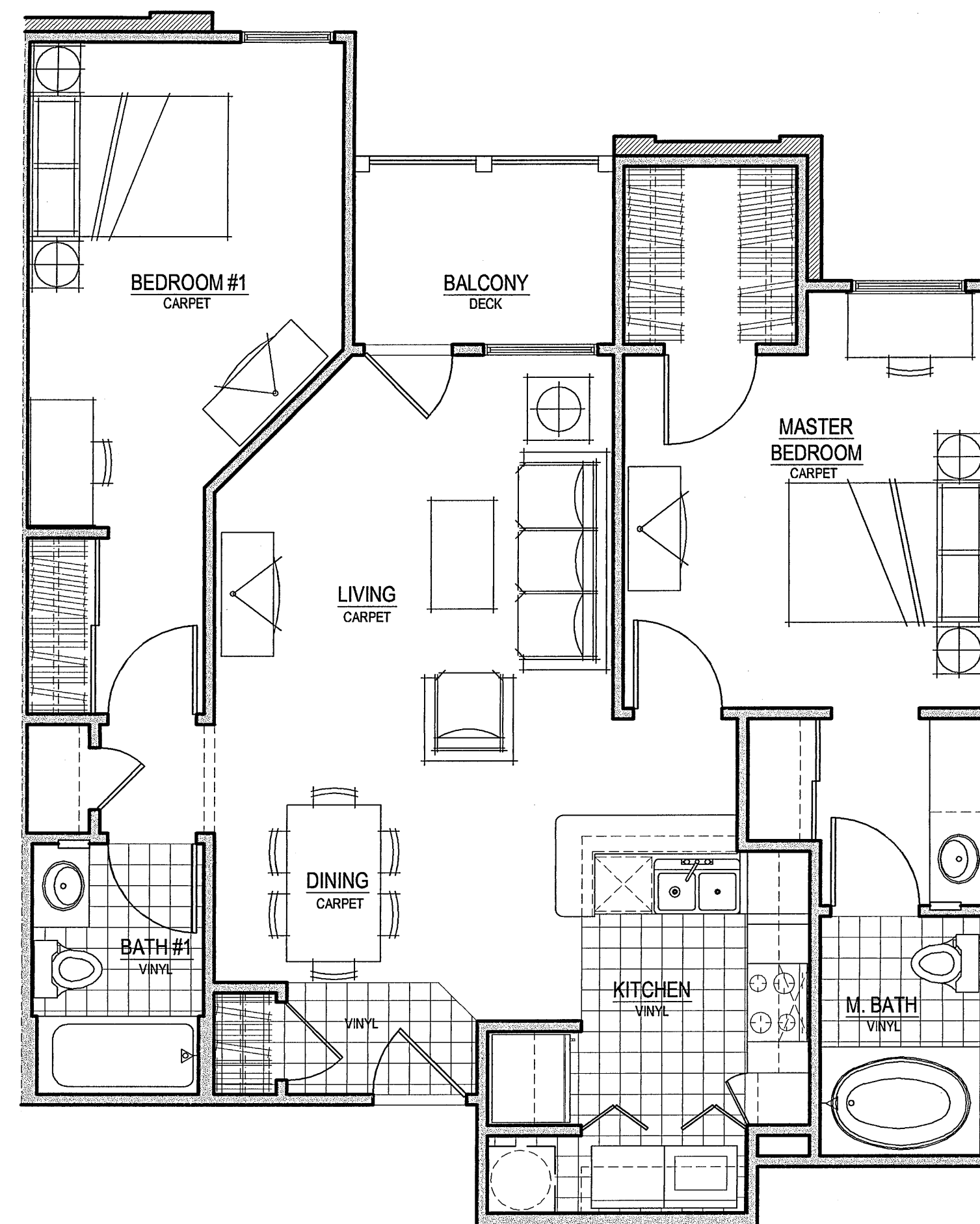
**A1.01**

SITE PLAN

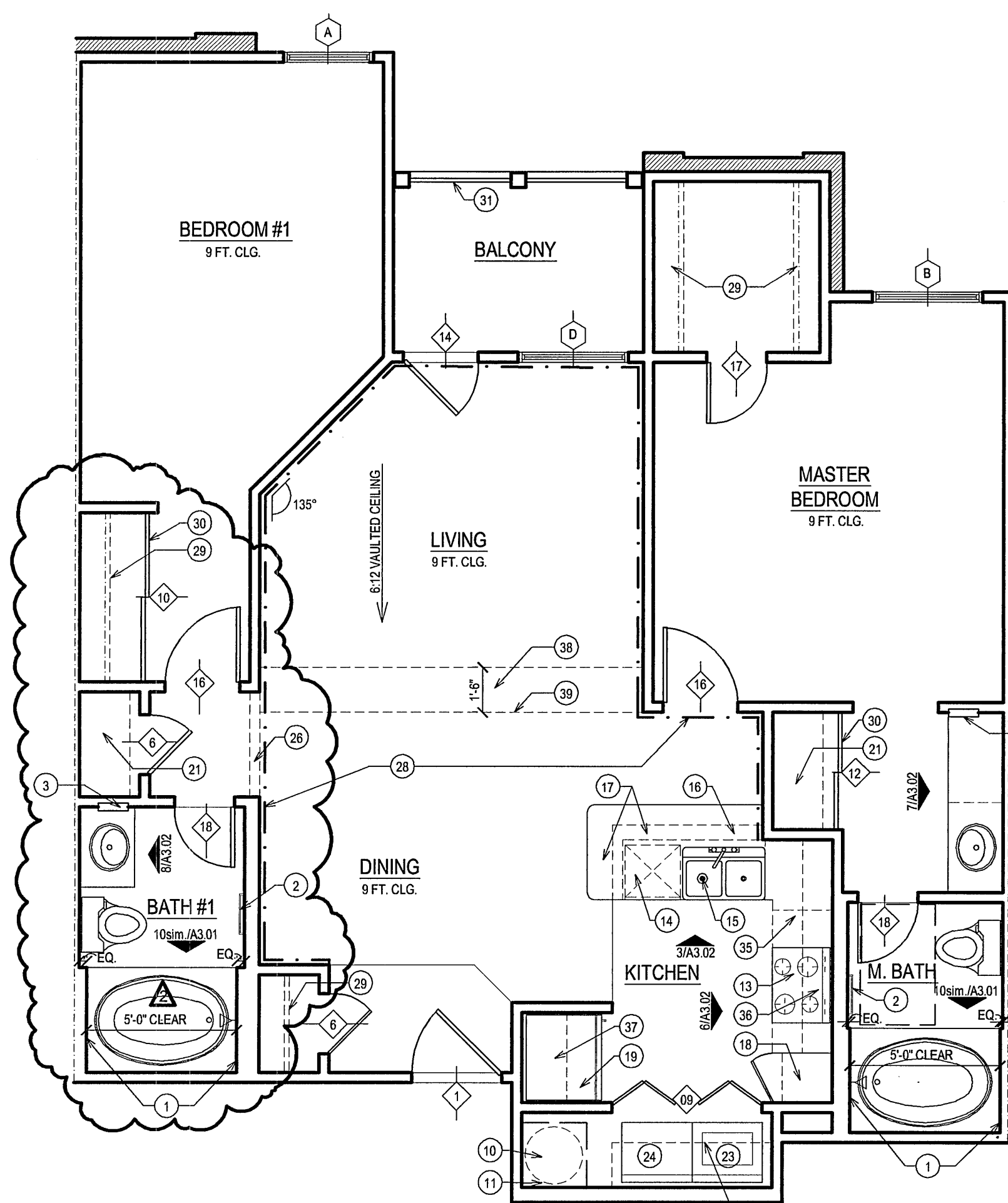




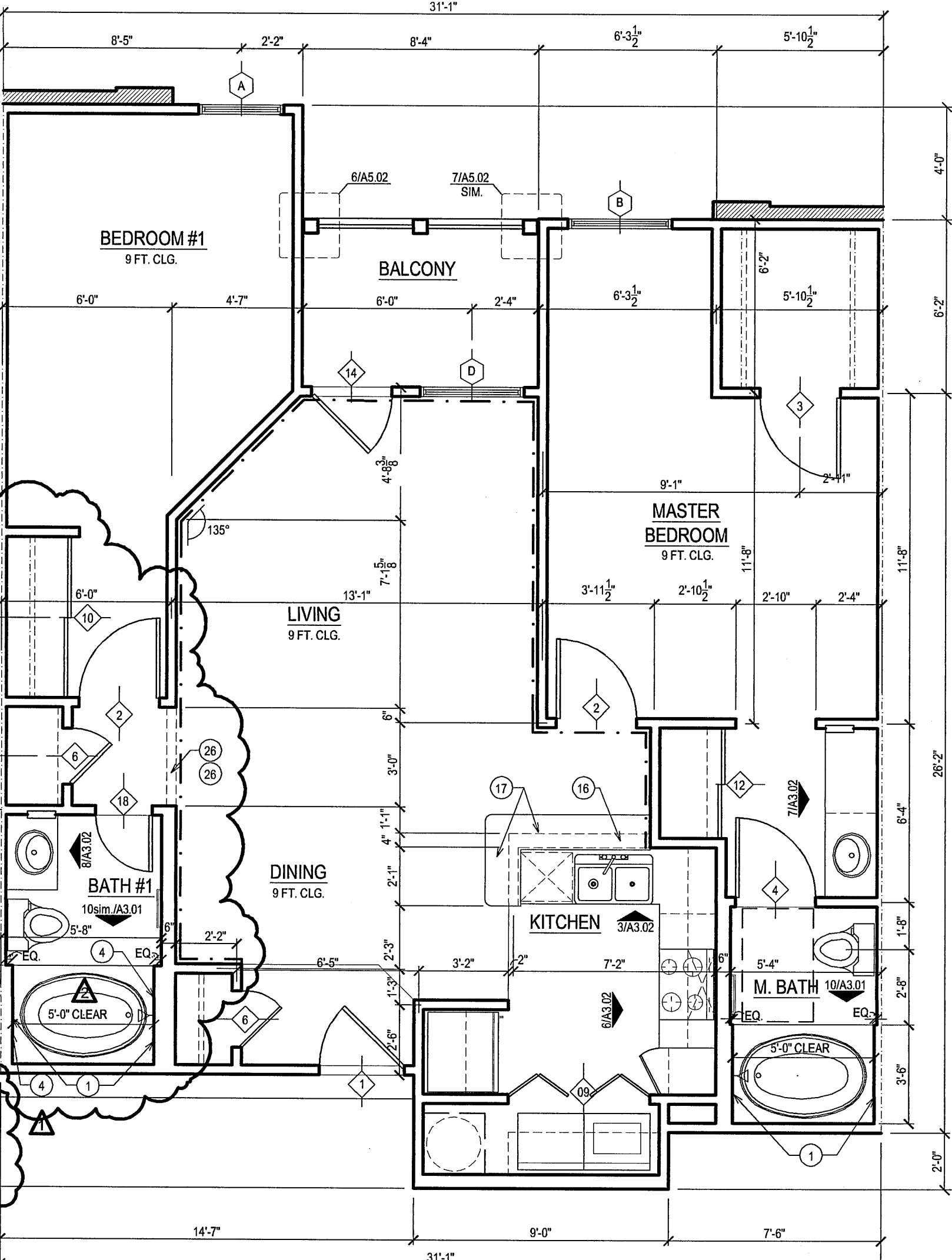
**6 UNIT C-alt - SECOND/THIRD FLOOR**  
1/4" = 1'-0"  
TOTAL NUMBER OF UNITS = 24  
REFER TO 1/8" BUILDING-II PLANS FOR LOCATION  
UNIT SIZE: 985 S.F.



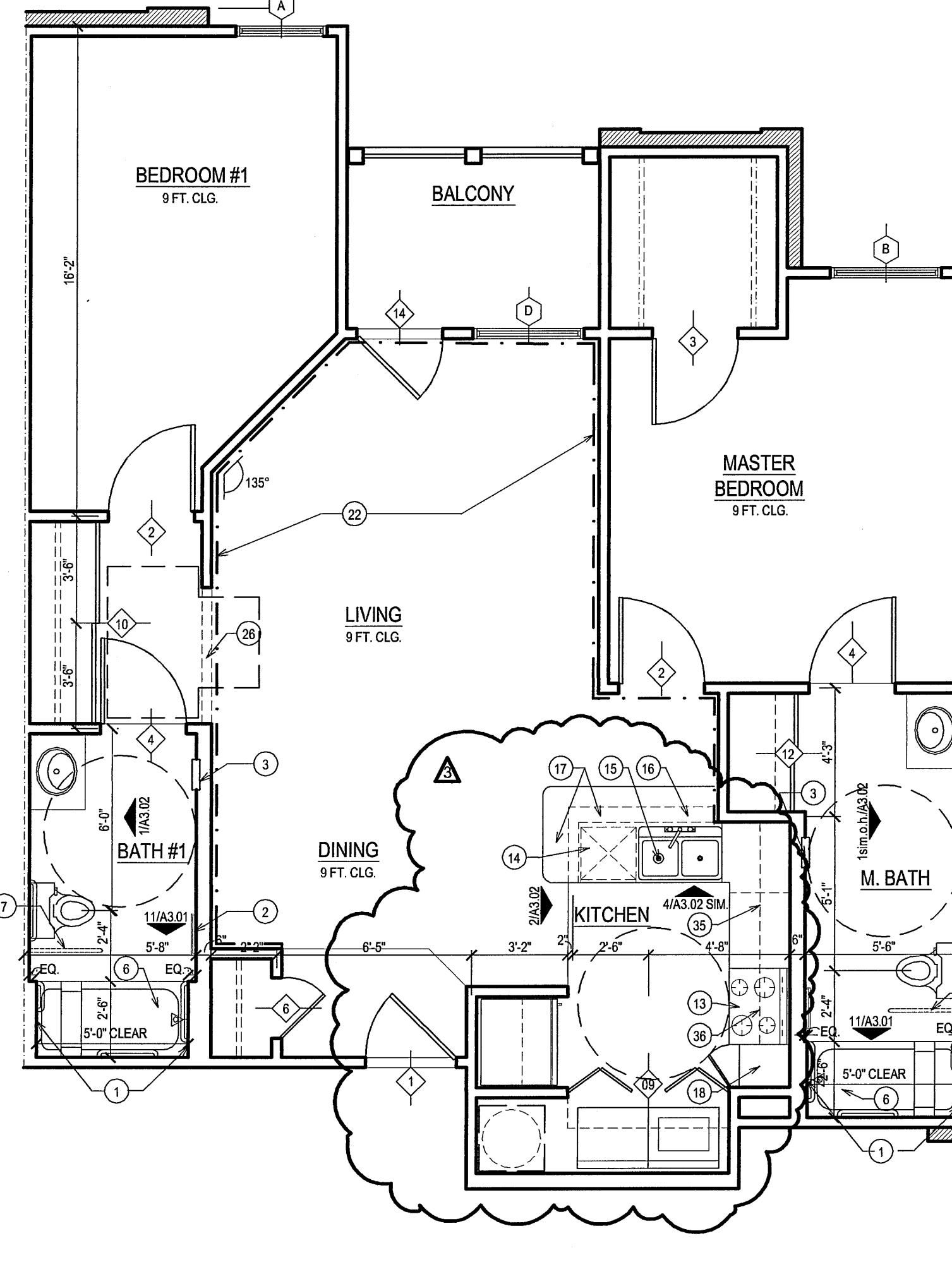
**4 UNIT C - FURNITURE PLAN**  
1/4" = 1'-0"  
UNIT SIZE: 962 S.F.



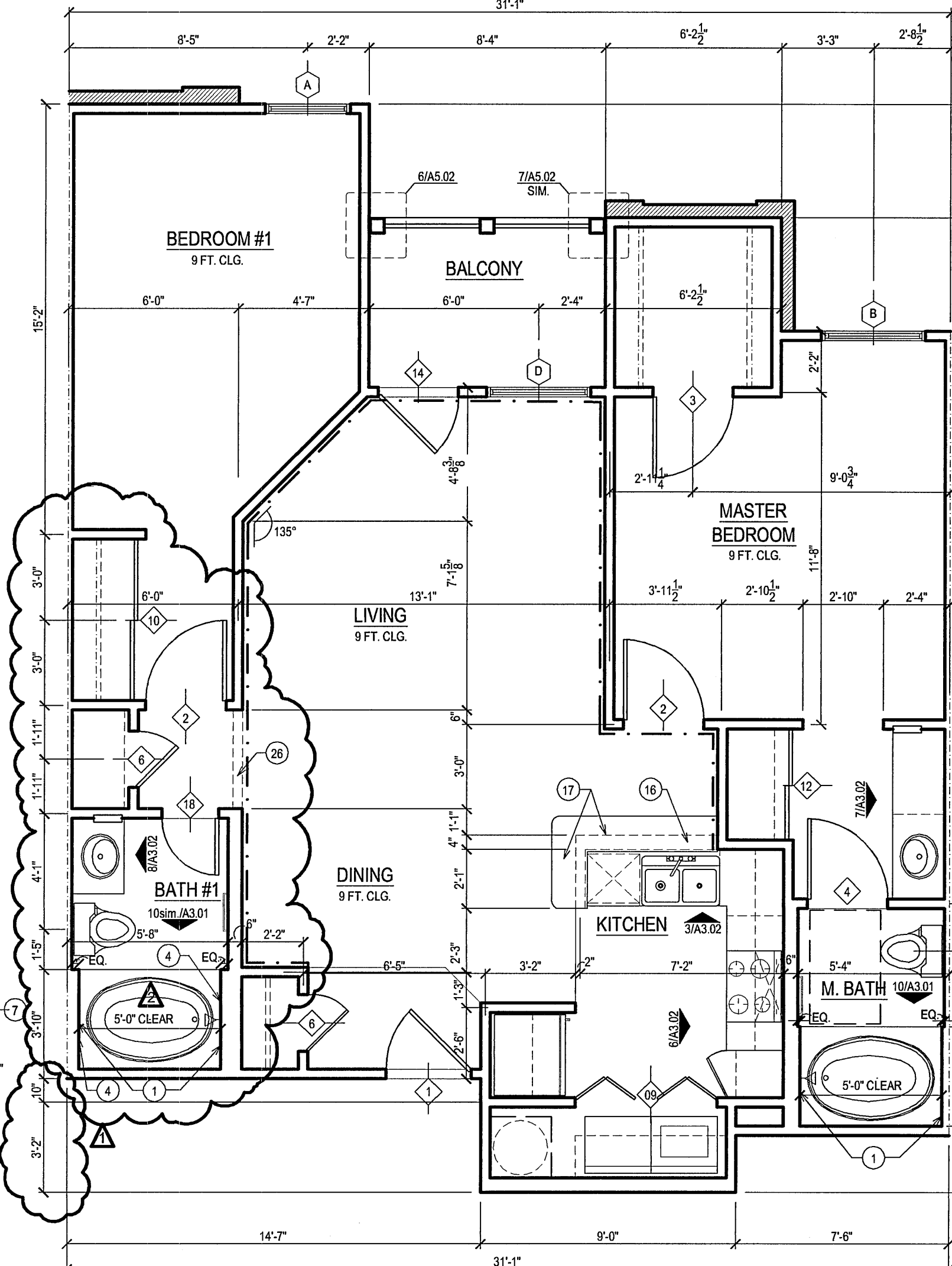
**2 UNIT C - SECOND/THIRD FLOOR**  
1/4" = 1'-0"  
TOTAL NUMBER OF UNITS = 24  
REFER TO 1/8" BUILDING-I PLANS FOR LOCATION  
UNIT SIZE: 962 S.F.



**5 UNIT C-alt - FIRST FLOOR (ADAPTABLE)**  
1/4" = 1'-0"  
TOTAL NUMBER OF UNITS = 12  
REFER TO 1/8" BUILDING-II PLANS FOR LOCATION  
UNIT SIZE: 985 S.F.



**3 UNIT C - 1st FLOOR (BF - w/ tub)**  
1/4" = 1'-0"  
TOTAL NUMBER OF UNITS = 2  
REFER TO 1/8" BUILDING-I PLANS FOR LOCATION  
UNIT SIZE: 962 S.F.



**1 UNIT C - FIRST FLOOR (ADAPTABLE)**  
1/4" = 1'-0"  
TOTAL NUMBER OF UNITS = 10  
REFER TO 1/8" BUILDING-I PLANS FOR LOCATION  
UNIT SIZE: 962 S.F.

#### GENERAL NOTES

- THE BATH TUBS GRAPHICALLY SHOWN ON THESE UNIT PLANS ARE EITHER 32"x 60" STANDARD OR 42"x 60" GARDEN TYPES. IF THE OWNER CHOOSES DIFFERENT SIZES THEN, ALL THE SURROUNDING SPACES NEED TO BE ADJUSTED FOR SPATIAL COMPLIANCE. REFER TO INTERIOR ELEVATIONS FOR FURTHER DETAILS.
- INSTALL FINISHED FLOORING CONTINUOUS UNDER REMOVABLE CABINETS AT ALL ADAPTABLE UNITS.
- COORDINATE WITH OWNER'S INTERIOR DESIGNER DRAWINGS.
- VARY STUD SIZE AND SPACING WITH STRUCTURAL AND WITH APPLICABLE CODE REQUIREMENTS AND FIRE ASSEMBLIES.
- REFER TO DATA SHEET A0.01 FOR MORE DETAILS & REQUIREMENTS FOR ALL BARRIER FREE, ADAPTABLE (FAIR HOUSING) & HEARING IMPAIRED UNITS.
- NON-CASED OPENING TO BE GYP. BD. ONLY @ 6'-8" A.F.F.; NO TRIM REQ'D. PROVIDE MTL CORNER REINFORCING AT ALL OUTSIDE CORNERS, U.N.O.
- REFER TO DRAWING 1 FOR TYP. DIMENSIONS THAT APPLY TO ALL TYPE C UNITS ON THIS SHEET U.N.O.
- REFER TO DRAWING 2 FOR TYP. KEYNOTES THAT APPLY TO ALL TYPE C UNITS ON THIS SHEET U.N.O.

#### DIMENSION CONTROL NOTES:

#### BUILDING PLANS AND OTHER HORIZONTAL DIMENSIONS

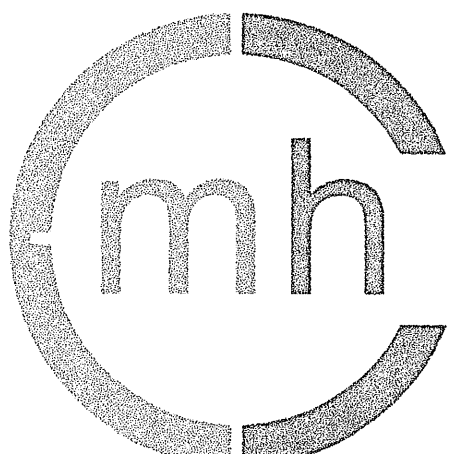
- BUILDING EXTERIOR PERIMETER DIMENSIONS ARE SHOWN FROM EXTERIOR FACE OF STUDS TO EXTERIOR FACE OF STUDS WHERE FRAMING ALIGNS WITH EXTERIOR FACE OF STRUCTURAL GRADE BEAMS. THIS INCLUDES INSIDE AND OUTSIDE OFFSETS IN EXTERIOR PERIMETER WALLS. BREEZEWAY WALLS ARE CONSIDERED EXTERIOR WALLS. CENTERLINES OF WINDOWS AND DOORS ARE SHOWN DIMENSIONED TO THE CENTERLINE OF AN ADJACENT INTERIOR PARTITION, OR TO THE OUTSIDE FACE OF AN ADJACENT EXTERIOR WALL. DOORS SHOWN IN THE CORNER OF A SPACE ARE ASSUMED TO BE 4" FROM THE CORNER AND NEED NOT TO BE DIMENSIONED UNLESS NOTED OTHERWISE.
- WHERE EXTERIOR MASONRY IS SHOWN, PERIMETER DIMENSIONS ARE SHOWN TO EXTERIOR FACE OF MASONRY LEDGES.
- BUILDING EXTERIOR PERIMETER DIMENSIONS MUST MATCH ON ALL WORK: ARCHITECTURAL, STRUCTURAL, CIVIL, LANDSCAPE AND MEP.
- INTERIOR PARTITION DIMENSIONS ARE SHOWN FROM CENTERLINE OF PARTITION TO CENTERLINE OF NEXT PARTITION.
- UNIT PARTY WALLS ARE CONSIDERED INTERIOR WALLS.

#### BUILDING SECTIONS, ELEVATIONS, DETAILS AND OTHER VERTICAL DIMENSIONS

- FINISHED FLOOR ELEVATION, OR DATUM, OF 1st FLOOR IS 100'-0". SEA LEVEL ELEVATIONS ARE SHOWN ONLY ON THE CIVIL DRAWINGS AND ARE CONVERTED TO DATUM 100'-0" FOR DETAILING PURPOSES.
- FINISHED FLOOR ELEVATIONS ARE 10'-8" VERTICALLY FROM FLOOR TO FLOOR. MODULAR MASONRY JOINTS ALIGN WITH FINISHED FLOOR LINES.

#### KEY NOTES - A2.03

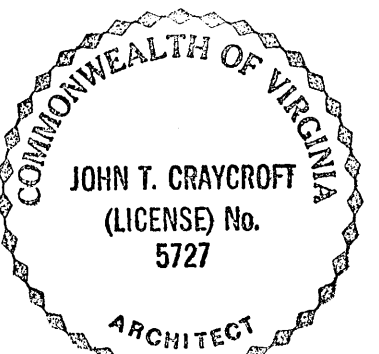
- 5'-0" CLEAR REQ'D FROM FACE OF GYP. BD. TO FACE OF GYP. BD. SO THAT TUB CAN BE INSTALLED AND MAINTAIN 1-HR. RATING
- TOWEL BARS - PER SPEC 102800
- RECESSED MEDICINE CABINET - PER SPEC 102800
- 2x 8 BLOCKING FOR FUTURE GRAB BARS - PER SPEC 061000
- NOT USED.
- REMOVABLE SEAT - PER SPEC 102800
- SWING UP GRAB BAR - PER SPEC 102800
- ROLL-IN SHOWER w/ CERAMIC TILE SURROUND - PER SPEC 093000
- FLOOR DRAIN (F.D.) - PER M.E.P.
- 26"x 26" DRAIN TRAY BELOW W.H. PER M.E.P.
- W.H. BELOW WITH A/C UNIT ABOVE - PER M.E.P.
- SELF-VENTING MICROWAVE ABOVE - PER SPEC 113100
- OVEN / RANGE - PER SPEC 113100
- DISHWASHER - PER SPEC 113100
- KIT. DISPOSAL / COMPACT MODEL @ B.F. UNITS - PER SPEC 113100
- 2x 4 WALL @ 42" A.F.F. - 1st FL.; OR 43" A.F.F. - 2nd & 3rd FLOORS - PER OWNER AND SPEC 064023
- 15" WIDE BCTR @ 42" A.F.F. - PER SPEC 064023
- PANTRY CABINET - PER SPEC 064023
- REFR. - PER SPEC 113100
- 30" WIDE (MIN.) REMOVABLE BASE CABINET - PER SPEC 064023
- FOUR (4) SHELVES - EQUALLY SPACED - PER SPEC 064023
- ONE (1) SHELF AT 42" A.F.F. (TYP.) - PER SPEC 064023
- WASHER - PER SPEC 113100
- DRYER - PER SPEC 113100
- 1-HR RATED BOXES & OUTLETS REQ'D - PER M.E.P.
- 6'-8" A.F.F. NON-CASED GYP. BD. OPENING - PER SPEC 092900
- TRANSOM ABOVE - REF. TO DOOR SCHEDULE ON SHEET A7.01
- CROWN MOLDING - PER SPEC 061000
- 1R / 1S @ 5'-8" A.F.F. TO TOP OF SHELF (4'-0" MAX. @ B.F.)
- PROVIDE VALANCE TRIM @ WARDROBE SLIDING DOOR - TYP. - PER SPEC 081510
- METAL OR PVC RAILING - VERIFY ALTERNATE SELECTION w/ OWNER - PER SPEC 012300
- 6"x 6" WD. POST @ 2ND FLR. ONLY - REF. TO STRUC. DWG'S FOR DETAILS
- NOT USED
- NOT USED
- COUNTERTOP MICROWAVE - PER SPEC 113100
- VENTLESS HOOD ABOVE RANGE w/ ACCESSIBLE CONTROLS - PER SPEC 113100
- OPTIONAL CABINET ABOVE REFR. - VERIFY w/ OWNER
- 18" DEEP PLANT SHELF ABOVE IN VAULTED CEILING @ 3RD FLOOR UNITS ONLY - REF. TO STRUCTURAL DRAWINGS FOR DETAILS.
- LINE OF VAULTED CEILING ABOVE @ 3RD FLOOR UNITS ONLY - REF. TO STRUCTURAL DRAWINGS FOR DETAILS.



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*John T. Craycroft*

**HARRISON  
CREEK, L.L.C.**

**HARRISON  
CREEK  
APARTMENTS**

PETERSBURG, VIRGINIA

DATE	10.20.08
BID SET	03.20.09
PERMIT SET	10.20.08
CONSTRUCTION SET	03.20.09

REVISIONS	
Δ 01.30.09	REV. PER COORDINATION
Δ 02.27.09	REV. PER OWNER
Δ 03.02.09	REV. PER OWNER

PROJECT NO. **08101**  
SHEET NO. w/ TITLE  
**A2.03**  
1/4" UNIT TO FLOOR PLANS



<b>SITE DATA:</b>	
TOTAL AREA	6.3 +/- AC
WETLANDS	0.4 +/- AC
NET AREA	5.9 +/- AC
TOTAL UNITS	120
PARKING	220 SPACES (1.83 SPACES/ UNIT)





Patrons – All Members of Council

---

Approved as to form and legality by the City Attorney

---

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, AS AMENDED, BY AMENDING THE DISTRICT MAP CONSTITUTING A PART OF SAID ORDINANCE, AS AMENDED, SO AS TO CHANGE CERTAIN PROPERTY HAVING A CURRENT ADDRESS OF 2470 COUNTY DRIVE, FURTHER IDENTIFIED AS TAX PARCEL 040-03-0801, FROM M-1(C), LIGHT INDUSTRIAL DISTRICT (WITH CONDITIONS), TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT, WITH CONDITIONS.**

---

**WHEREAS**, PBFL, LLC, owner of certain property having a current address of 2470 County Drive, further identified as tax parcel 040-03-0801, through its attorney-in-fact, John G. “Chip” Dicks of Future Law, LLC, petitioned the City Council through its Planning Commission to amend the City’s zoning ordinance; and

**WHEREAS**, the subject property, having a current address of 2470 County Drive, further identified as tax parcel 040-03-0801, contains approximately 36 acres of land and is located along the south line of U. S. 460/County Drive; and

**WHEREAS**, the amendment sought by the owner of the subject property would modify the zoning designation of the subject property from “M-1”(c), Light Industrial District, with conditions, to PUD, Planned Unit Development District, with proffered conditions; and

**WHEREAS**, such proposed amendment is sought to facilitate the development of a planned development to be known as Harrison Creek and to contain commercial, office/retail, and multi-family units; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed amendment on November 7, 2007, pursuant to notice thereof as required by law; and

**WHEREAS**, at that public hearing, adjoining property owners and other interested parties raised concerns regarding (i) the impact of traffic expected to be generated by the

proposed development along County Drive because it is a four-lane highway without a median or designated turning lanes, (ii) the proposed density of the multi-family residential development portion of the proposed development, and (iii) the perceived negative impact of railway traffic at the southern boundary of the site; and

**WHEREAS**, by letter dated February 19, 2008, the owner PBFL, LLC, and BECO Construction Company, Inc., agreed to accept the conditions proposed by Planning Department staff in the staff report dated October 31, 2007, and proffered additional conditions to mitigate the impact of the proposed amendment upon surrounding properties and land uses; and

**WHEREAS**, the Planning Commission finds that the proposed amendment, to the extent it would authorize multi-family residential development, is not fully consistent with the Comprehensive Plan 2000 General Land Use Plan (Map), which Plan identifies light industrial/flexible uses as appropriate for a substantial portion of the subject property; and

**WHEREAS**, the Planning Commission finds that the proposed amendment, to the extent it would authorize commercial and retail uses, is consistent with the Comprehensive Plan; and

**WHEREAS**, the Planning Commission observes that the land use circumstances and development patterns for the affected area of the City are in flux; and

**WHEREAS**, the Planning Commission has made a recommendation to City Council, via the Comprehensive Plan 2000-Amendment (2007-02), relative to a proposed amendment to the Comprehensive Plan 2000 General Land Use Plan (Map), which recommendation is based on the Planning Commission's finding that an incremental approach to amending the General Land Use Plan for the corridor within which the subject property is located is not in the best interest of the community and is inconsistent with general planning practices; and

**WHEREAS**, the Planning Commission finds that the conditions proffered by the owner PBFL, LLC, and BECO Construction Company, Inc., which proffered conditions include the conditions proposed by the Planning Department staff, appear to be capable of mitigating the potential for the proposed development to have adverse impacts on traffic, adjacent property owners, and the surrounding uses and values of the existing neighborhood; and

**WHEREAS**, the Planning Commission recommends that City Council approve the proposed amendment, with the conditions proffered by the petitioner, attached hereto and made a part hereof; and

**WHEREAS**, the City Council has held a public hearing on February 19, 2008, pursuant to notice thereof as required by law, on the proposed amendment to the zoning ordinance; and

**WHEREAS**, the City Council of the City of Petersburg has determined that the proposed amendment to the zoning ordinance should be granted, with the conditions proffered by the petitioner, attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Petersburg:




1. That the zoning ordinance, as amended, be amended further by amending the District Map constituting a part of said ordinance, as amended, so as to change the designation of the following described property from "M-1(c)", Light Industrial District (with conditions), to PUD, Planned Unit Development District, with the proffered conditions attached hereto and made a part hereof.

that certain 36.216 +/- acre parcel of land situate and being in the City of Petersburg, Virginia along the south line of U.S. Route 460/County Drive, with approximately four hundred (400') feet of frontage thereon, addressed as 2470 County Drive and further identified as Tax Parcel 040-03-0801.

2. That this rezoning is conditioned upon the compliance by the owner or owners with all of the proffered conditions contained in the attachment to this ordinance, designated "Conditions for REZ-PUD 2007-04", which is attached to, incorporated into, and made a part of this ordinance. These conditions, having been proffered by the owners or owners accepted by the City, shall continue in full force and effect until a subsequent amendment to the City's Zoning Ordinance changes the zoning of the parcel rezoned by this ordinance and specifically repeals such conditions.

3. That if the current or future owner or owners of the subject property fail to fulfill the proffered conditions incorporated into this ordinance by March 1, 2013, the Petersburg City Council may, by duly adopted ordinance, deem such conditions void, repeal this ordinance, and rezone the property.

4. That this ordinance shall take effect immediately upon adoption.

Ordinance 08-Ord-20  
Adopted by the City of Petersburg Council  
on 02/19/08  
  
Mayor

Harrison Creek, LLC  
609 Independence Parkway  
Chesapeake, VA 23320  
Phone: 757-547-1515  
Fax: 757-547-5579  
becohomes.com

February 19, 2008

Leonard A. Muse  
Director Planning and Community Development  
City of Petersburg  
City Hall, Room 204  
135 N. Union Street  
Petersburg, Virginia 23803

RE: Proffers Relative to Harrison Creek  
PBFL, LLC and BECO Construction Company, Inc., Applicants  
Property Address: 2470 County Drive  
REZ-PUD 2007-04

Dear Mr. Muse:

The Applicant is pleased to submit the following proffers for the above-referenced Rezoning Request to rezone Tax Parcel 040-03-0801 at 2470 County Drive, in the City of Petersburg, Virginia, consisting of 36.216 acres, more or less, from Light Industrial ("M-1") to Planned Unit Development ("PUD"). The purpose of the Rezoning Request is to permit the development of the Harrison Creek Planned Unit Development including the following land uses: Commercial/Office/Retail (4.0 acres, more or less), Office Site (1.5 acres, more or less); and Multifamily Residential containing 336 units (29.0 acres, more or less).

The proffers are as follows:

1. The Property shall be developed in general conformance with the Plan (prepared by Porterfield Design Center; dated January 10, 2008) and the Application for Planned Unit Development submitted with this case. The exact boundaries and acreage of each land use designation may be shifted to a reasonable degree at the time of site plan for each development area/use in order to accommodate engineering or reasonable design considerations. These conditions apply to the Applicant or its successors or assigns.
2. The "OutParcel Site" and "Office/Retail Site" on the Plan (prepared by Porterfield Design Center; dated January 10, 2008) shall be developed in a manner consistent with the "B-2", General Commercial District Regulations of the Zoning ordinance of the City of Petersburg with all permitted uses allowed by the Ordinance, except the following and similar such uses shall not be permitted: used vehicles sales, vehicle rebuilding or vehicle body shops or vehicle repairing facilities, used tire sales, towing lots, salvage dealers, or vehicle service operations which employ any form of outside storage of inoperative motor vehicles shall not be permitted as uses within this area, new automobile sales; adult entertainment uses of any kind, nightclubs, tatoo parlor. This land use area shall not exceed 4.0 acres.

3. The life style (multi-family) land use designation on the Plan (prepared by Porterfield Design Center; dated January 10, 2008), shall be developed in accordance with the conceptual plan submitted for Harrison Creek Apartments, and shall consist of not more than 336 multi-family units, with the unit mix set out in the Application, on a parcel of land within the PUD (Multi-family Land Use Designation) not to exceed an area of 29.0± acres. Accessory uses such as garage parking, clubhouse/community center /pool and other recreational amenities are uses allowed within this land area. The net density of multi-family uses in this land area shall not exceed a gross density of 12.85 dwelling units per acre. There shall be no other residential uses on any land use designations within the PUD.
5. The land area designated as "Office Site", as shown on the Plan (prepared by Porterfield Design Center; dated January 10, 2008) shall not exceed 1.60± acres nor shall the structures developed for office use exceed 12,000 square in area. Parking spaces shall be provided at a ratio of one space for every 200 square feet of floor area.
6. The Applicant shall execute a "Declaration of Covenants and Restrictions" (Declaration), approved in advance by the City Attorney as consistent with the Ordinance adopted approving this zoning case, and so by create the Harrison Creek Association (HCA). The HCA shall enforce the standards for development, consistent with the zoning conditions, and assure the quality of development, architectural compatibility, environmental protection and other elements of development control. The Declaration shall be recorded among the land records of the City of Petersburg prior to the conveyance of any properties by the Applicant to third parties and as soon as practicable upon approval of the zoning case.

The HCA shall be funded by all owners of property within the Harrison Creek development by payment of dues to the HCA based upon the owner's pro-rata share of the total land area, excluding the wetlands areas. The HCA shall appoint a Board of Architectural Review (BAR) which shall, prior to site plan approval by the City, review and approve all site plans, architectural designs, building heights, signage, landscaping, parking fields, lighting, pedestrian circulation plans, stormwater management facilities and such other submissions as are necessary to ensure that development within Harrison Creek achieves the high standards established by the Conceptual Site Plan, the Declarations and the zoning conditions.

7. The Applicant shall provide when applicable, its proportionate costs, dedications of rights or way, and/or construction of roadway segments as set forth in the Conceptual Site Plan and as determined by updated TIA (Traffic Impact Analysis) submitted at the time of site plan review and subject to approval by the City. Prior to approval by the City of any site plan for development within Harrison Creek, an updated TIA shall be performed and the report submitted to the City as part of the site plan submission. The Applicant shall install suitable traffic management and control measures, as determined by the City, at the intersection of the "80' Right-of-Way and County Drive", and at the intersection of the "Secondary Access to Apartments" as a condition precedent of approval of a site plan for any development within the subject PUD.

8. Landscaping shall be in general conformance with the Plan prepared by Porterfield Design Center, dated January 10, 2008, and subject to approval and/or modification by the Department of Planning and Department of Public Works at the time of any site plan submission.
9. Parking fields shall be in general conformance with the "Article 19 of the Zoning Ordinance of the City of Petersburg" subject to approval and/or modification by the Zoning Administrator.
10. Signage shall be in general conformance with the purposes of Article 21 (Sign Regulations) of the Zoning Ordinance of the City Of Petersburg and consistent with the unified system of signage set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. All signs shall require a sign permit issued under the provisions of Article 21 of the Zoning Ordinance of the City of Petersburg.
11. The pedestrian circulation system shall be in general conformance with the provisions for Recreation Amenities and Natural Areas set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. and as illustrated in the Plan prepared by Porterfield Design Center, dated January 10, 2008.
12. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site and off-site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized to serve the drainage shed in which they are located in accordance with the applicable requirements of City of Petersburg. The Applicants shall be responsible for provision of a pro-rata share of the costs of off-site improvements to the sanitary sewer capacity and conveyance system for the Poor Creek Sanitary Sewer Basin. The actual costs to be determined in consultation with the Department of Public Works at or before the time of Site Plan submission for the development as a whole or any individual or separate developments within the PUD.



13. Stormwater management facilities shall be owned and maintained by the Developer. The stormwater management ponds shall be constructed by the Developer as determined to be necessary and appropriate by the City, based on a Stormwater Management Plan consistent with the laws of the Commonwealth of Virginia and the requirements of the City of Petersburg. Such plans shall be required at the time of site plan submission. Stormwater management ponds shall primarily be wet ponds and shall be designed so as to enhance the areas in which the ponds are located. The design and location of the various ponds shall be approved by the City of Petersburg at the time of Site Plan submission.
14. The Applicant shall grant utility easements or such other easements as are necessary and appropriate for the development of Harrison Creek. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does not reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.
15. The developer shall, prior to the issuance of any building permit to commence construction of any building on the Property, record a restrictive covenant running with the land that provides that the subject property will not be used or operated in whole or in part as affordable rental housing described in the provisions of (i) 26 U.S.C. § 42, 26 U.S.C. § 142(d), 24 CFR § 983, 24 CFR § 236, 24 CFR § 241(f), 24 CFR § 221(d)(3), or any successors thereto; (ii) applicable state law; or (iii) similar local ordinances adopted by the locality wherein such real property is located."
16. There shall be an appropriate buffering plan, which shall include keeping as many of the existing larger trees along the boundary lines as possible, determined as part of site plan review, to provide a natural vegetative buffer between that portion of the Property developed as multifamily and the existing single family residences along the western boundary line (N 0009'11"), 2073.27 feet in length (the "Western Boundary Line"). Further, there shall be no building constructed within 30 feet of the Western Property Line.
17. There shall be a decorative fence surrounding the Property, the final location and design of which will be determined as part of site plan review, however, the fence shall be at least 6 feet in height, surround the entire portion of the Property developed as Multifamily, and shall be designed to create a "gated residential community". The location of the fence shall be designed to keep as many of the existing larger trees along the boundary lines as possible.
18. All utilities shall be underground.
19. Except for timbering approved by the Virginia Department of Forestry for the

pose of removing dead or diseased trees, there shall be no timbering on the property until a land disturbance permit has been obtained from the City and the approved devices installed.

We are pleased to make these proffers in the spirit of a commitment to excellence in the development of the Harrison Creek project, as the Applicant makes a significant investment in this area of the City and in the City of Petersburg as a whole.

The Applicant reserves the right to amend, alter or supplement these proffers until this application comes before the City Council for consideration.

With warm regards, I respectfully submit this and remain,

Very truly yours,



Jeffrey E. Miller  
Director of Development

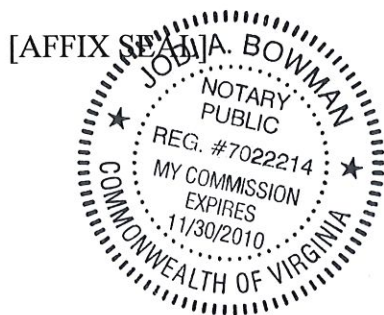
Commonwealth of Virginia:

Subscribed and sworn to before me this 19<sup>th</sup> day of February, 2008, by Jeffrey E. Miller.

My Commission Expires: 11/30/2010

  
NOTARY PUBLIC

Virginia Notary Registration #: 7022214





# City of Petersburg

Department of Planning and  
Community Development  
804-733-2308

135 N. Union Street, Room 304  
Petersburg, Virginia 23803  
FAX 863-2772 TDD 733-8003

## Memorandum

To: Chairwoman Tammy L. Alexander, and Members of the Planning Commission

From: Reginald Tabor, Director of Planning & Community Development  
Sandra A. Robinson, Zoning Administrator

Date: November 1, 2021

Subject: Case REZ-2021-04  
1220, 1225 and 1255 Harrison Creek Boulevard.  
Tax Parcel: 040030805, 040030806 and 040030807

Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD, B-2, General Commercial District with conditions to PUD, no restrictions. This action will also require an amendment change of the district to the zoning map from PUD with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. The subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet. The density of allowed development shall be controlled by zoning conditions and ordinance standards.

### I. Statement of Fact

The subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, Planned Unit Development District, to permit a Planned Unit Development District (PUD) to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801. The purpose of that request was to facilitate a development offering "upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres. The developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as "Acqua Luxury Apartments" and addressed as 1200 Harrison Creek Boulevard. The applicants met with the Department of Planning and Community Development staff to discuss their desire to **amend the existing PUD** from the commercial uses to the construction of an additional 52 detached single-family rental dwelling units. Staff advised the developers that their request would be required to undergo a rezoning review by the Planning Commission and the City Council for approval of the amended changes from those uses that were originally approved. Hence, the developers are looking for the favorable recommendation from the Planning Commission and City Council approval.

## II. Surrounding Conditions:

The subject property is zoned PUD, approved for both commercial and residential usage. The multi-family (apartment) usage is currently developed at the site. This development is known as "Acqua Luxury Apartments" and all properties located along the north side of County Drive are zoned B-2, General Commercial, R-1A and R-1, Single-Family Residence District. Pinetree Apartments are located further south along County Drive. The subject property is located near the entrance of Roma Plaza Inc., (Roma's Pizza) which is in a shopping center across the road along County Drive and is zoned B-2, General Commercial District in addition to a two-story strip commercial building containing roughly 5,344 square foot of retail/office space and has been designated as commercial since annexation into the City of Petersburg in 1972. There is a large parcel 75.18 parcel of land which fronts County Drive, addressed as 2588 County Drive located along County Drive and abuts the rear portion of the original PUD which is zoned M-1, Light Industrial District. The I-95 and I-295 interchange is near the subject property. Much of the property along County Dr (US 460) occurred during the 1950's and 60's, and since that time there's been limited scattered development.

## II. Findings

- A. The 2014 Comprehensive Plan designates the subject property for Commercial use those properties fronting along US 460 and Residential usage.
- B. The property is currently zoned as "PUD", Planned Unit Development District which allows for multi-family residential and a mixture of commercial, office and recreational uses. The recommendation to approve was granted on December 5, 2007, by the Planning Commission and City Council granted the approval of the existing PUD, at its February 19, 2008, meeting under Ordinance, 08-ORD-20, to permit multi-family residential, commercial, office space and recreational spaces. The proposed use will blend with the existing residential space and provide a variety of housing types in the area to those persons or families desiring more of a single-family style of development.
- C. The proposed use to amend the PUD, along the County Drive corridor at Harrison Creek Blvd coincides with the vision of the comprehensive plan that high density residential activities should be limited to areas near major transportation arteries offering good access to employment centers, such as Fort Lee and the Tri-Cities area.
- D. It is not believed that the proposed location will pose a burden to the existing neighborhood as the existing businesses have been operating in and around this corridor for several years.
- E. There shall be any increase in noise after construction is completed nor is it expected at the property boundaries. The proposed location is a major corridor and has the capacity to handle anticipated traffic.
- F. The proposed rezoning will allow for the development of currently vacant parcels of land thereby increasing and boosting tax revenue for the city.
- G. The site is currently served by water and sewer, and no indication has been given by the utilities department that the proposed development would overburden existing facilities. The previous petition was presented and approved with the intention of further development of the subject parcels. Any future construction activity will be subject to site plan review prior to undertaking land disturbing activity. Such activity requires the submission of a Land Disturbance Permit Application, stormwater management calculations, and the preparation of an Erosion and Sediment Control Plan.
- H. The subject property is not located within a Historic District.

## III. Statement of Law

Article 26, "PUD" Planned Unit Development District, of the Zoning Ordinance of the City of Petersburg, Provides that .... Single-use zoning often has tended to constrain imaginative design for new community projects. The Planned Unit Development District, by offering developers the opportunity to overcome traditional zoning limitations, is intended to encourage innovative design approaches to large-scale subdivisions and commercial development. The purpose of this article is to establish procedures and standards for planned unit developments in order to achieve the following objectives: (1) Promote the use of land planning and design techniques that will result in the efficient, economical, and convenient arrangement of differing land uses, including residential and



commercial, and their supporting infrastructure; (2) Encourage flexibility in design to retain natural land features, including but not limited to floodplains, steep slopes and unique geological formations as well as historical and archeological areas; (3) Provide the reservation of land for public or private community facilities, including open space for scenic and recreational use; and (4) Encourage the creation of a variety of residential uses and compatible neighborhood arrangements that give the home occupant greater choice in the selection of types of environment and housing units.

Definition. A planned unit development is herein defined as a complete development scheme. This scheme should include development programs and plans for all land and structural improvements within the planned area and should be in accord with the comprehensive plan and other such guidelines and objective as may be established by the city council. Such development may be permitted on tracts of at least ten (10) acres which are under unified ownership or control.

#### IV. Recommendation

The Department of Planning & Community Development will withhold its recommendation until after the public hearing and the presentation by the petitioner(s).

#### V. Exhibits

- 1) Tax Parcel Map Extract
- 2) Zoning Map Extract
- 3) Tax Assessor File Record
- 4) Comprehensive Plan 2014 Existing Land Use
- 5) Applicants Petition w/Exhibits
- 6) Applicants Project Summary attached to application



## City of Petersburg

### Department of Planning and Community Development

#### **PROCEDURES FOR PETITION FOR REZONINGS OR SPECIAL USE PERMITS**

1. Applicant files petition with the Petersburg Department of Planning and Community Development, City Hall, 135 N Union Street, Petersburg, Virginia 23803.
2. **The Filing fee for Petitions for Rezoning or Special Use Permits is \$1,500.** A Check or Money Order *made payable to the City of Petersburg* is to accompany the application.
3. A Plat of the property must also accompany the petition.
4. The Department of Planning and Community Development Staff will refer the petition to the Planning Commission to hold a public hearing and consideration the petition. Department of Planning and Community Development staff shall advertise the public hearing twice during a fourteen-day period, and the Planning Commission will hold a public hearing, and make a recommendation to the City Council regarding the petition.
5. The City Council schedules then advertises a public hearing regarding the petition.
6. The City Council holds a public hearing then considers the petition with the Planning Commission recommendation and renders a final decision to approve or disapprove the petition.

*PLEASE NOTE: The rezoning or special use permit process may take up to three months.*

# **PETITION FOR REZONING OR SPECIAL USE PERMIT**

RETURN TO: DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
(CITY HALL, THIRD FLOOR, ROOM 304)  
FILING FEE: \$1,500 (CHECK OR MONEY ORDER) AT THE TIME OF SUBMITTAL

CASE NUMBER: \_\_\_\_\_

APPLICANT: PBFL, LLC

ADDRESS: 609 Independence Parkway, Suite 200  
Chesapeake, VA 23320

I, C. Burton Cutright hereby petition to rezone the following described properties  
from zoning district PUD with B-2 restriction to zoning district PUD, no restriction

**A. DESCRIPTION OF PROPOSED USE: (ATTACH ADDITIONAL DOCUMENTS IF NECESSARY)**

Applicant proposes to construct 52 single-family detached rental homes on 6.26+/- acres located  
along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments.

The proposed development is more particularly described in the attached Project Summary.

**B. PROPERTY INFORMATION**

**1. Tax Parcel Identification Number(s):**

040030805, 040030806, 040030807

**2. Current Street Address(es) if assigned:**

1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd, 1255 Harrison Creek Blvd

**3. Approximate Area:**

272,990.52 sq. ft. 6.267 +/- acres

**4. Public Street Frontage:**

261.06 ft.

**5. A boundary plat of this property outlining the area to be rezoned must be attached to this petition.**

**6. The following deed restrictions may affect the use of this property:**

**7. Brief:**

Said deed restrictions will expire on:

**C. JUSTIFICATION FOR REZONING**

1. The proposed change in zoning is necessary for the preservation and enjoyment of a substantial property right because: (Provide a detailed statement of reasons why the proposed rezoning should be granted).

See attached Project Summary.

2. The material impact of the proposed rezoning will not be detrimental to the public welfare of the City nor to adjacent property owner(s) or properties located within the nearby vicinity because: (Specify reasons to substantiate this statement).

See attached Project Summary

3. The proposed rezoning will be advantageous to the City and benefit the welfare of the general public because: (Specify reasons to substantiate this statement).

See attached Project Summary

4. The proposed rezoning is necessary because suitable property for the proposed use is not presently situated within required existing zoning districts. (Specify reasons for this determination).

See attached Project Summary



**D. CERTIFICATION:**

The undersigned applicant certifies that they:

      X       (a) are the owner, lessee or agent for (specified in writing)

                     (b) possess a proprietary interest in (contract or option agreement)

the property(ies) identified within this PETITION FOR REZONING, and that the foregoing information and statements herein provided, and all other information herewith submitted, are in all respects true and correct to the best of their knowledge and belief.

Signed:

  
C. Burton Cutright, Manager

Mailing Address:

609 Independence Parkway, Suite 200  
Chesapeake, VA 23320

Phone Number:

(757) 547-1515

Email Address:

bcutright@becoasset.com

**POC:** Jon M. Babineau, General Counsel  
609 Independence Parkway, Suite 115  
Chesapeake, VA 23320

email: jbabineau@becoasset.com  
direct telephone no.: 757-842-6369

**APPROVED**

\_\_\_\_\_  
City Attorney

**TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT**

**ACTION RECORD**

Date Filed (with Planning Department):

Date of Planning Commission Public Hearing:

Planning Commission Action(s):

Date of City Council Hearing:

City Council Action(s):

## PETITION FOR ZONING CHANGE

### Property Owner(s): Adjacent to Affected Property

NAME(S)

Address(es)

1200 Acqua, LLC

609 Independence Parkway, Suite 200

Chesapeake, VA 23320

St. Andrew's Charismatic Episcopal Church

2460 County Drive

Petersburg, VA 23803

Gilvia V. Stith

3242 Longhorn Drive

Colonial Heights, VA 23834

Donald Ray and Debbie H. Ferguson

2476 Poe Lane

Petersburg, VA 23803

Debray Properties, LLC

2476 Poe Lane

Petersburg, VA 23803

**For additional names, use back of sheet**

## **PROJECT SUMMARY**

### **COTTAGES AT HARRISON CREEK**

#### **INTRODUCTION**

##### **Introducing the Cottages at Harrison Creek**

The Cottages at Harrison Creek is a proposed development of 52 cottage-style rental homes to be built for the residents of the City of Petersburg. The proposed pocket neighborhood community will include a mix of 1-bedroom/1-bathroom (17 units) and 2-bedroom/ 2-bathroom (35 units) single-family rental homes and will be located on approximately 6.267+/- total acres along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The Cottages at Harrison Creek development combines the positives of residential subdivision living and apartment-style living. Residents will enjoy the privacy and neighborhood feel of living in a single-family detached home community. The development will consist of small clusters of 1-story and 2-story houses that are interconnected by sidewalks and separated by private and community green space. Residents will enjoy the feeling of a traditional neighborhood without the financial burdens of homeowners' association fees and saving for a down payment. Residents will enjoy the affordability and convenience of living in an apartment-style community as rental units and surrounding green space areas are maintained by a professional management company. Residents will have access to common apartment-living group amenities such as a fitness room and pool without the drawbacks of having to share walls with noisy neighbors or haul groceries, pets, or kids to upper floors. The proposed medium-density development will provide a unique, high-quality, and affordable housing option to the residents of Petersburg.

#### **ZONING CLASSIFICATION**

##### **Existing to Proposed**

The current zoning of the three parcels, which total approximately 6.26+/- acres, is Planned Unit Development "PUD". The three subject parcels are the remainder of a larger 36.216+/- parcel that was rezoned from M-1(c) Light Industrial District (with restrictions) to PUD classification by adoption of city ordinance, 08-Ord-20 ("Ordinance"). The Ordinance modified the zoning classification of the entire 36.216-acre parcel and encumbered the three subject parcels with certain proffered restrictions and requirements. The Ordinance prevents the three subject parcels from being used for residential uses. [The Ordinance restricted residential

uses to the portion of the Applicant's conceptual plan that was designated as lifestyle/multi-family (1200 Acqua Luxury Apartments, the 336-unit luxury apartment community located to the south of the proposed development).] Additionally, two of the parcels must be developed in a manner consistent with "B-2" General Commercial District Regulations and the third parcel is limited to use as office use (with certain lot, structure, and parking requirements/limitations.) The current proffers prevent the Applicant from developing the parcels for a medium-density residential use. The Applicant believes that the proposed use for medium density residential development is the highest and best use of the land and that this use will offer the greatest benefit to Petersburg and its citizens. The Applicant respectfully requests that the City remove the proffered restrictions in the Ordinance that prevent the property from being developed for residential use.

In 2008, the Applicant intended to develop the three parcels for commercial, retail and office space as designated on its concept plan for the planned development known as Harrison Creek. Harrison Creek followed the Petersburg Comprehensive Plan and the Applicant's vision of a mixed-use development. For years, the Applicant aggressively marketed the parcels in attempt to attract commercial and business partners to enter this area, but it has been unsuccessful in its efforts. It is well-know that there has been great disruption in the commercial market over the last several years. The recent global pandemic has added to the decline and businesses have closed. Currently, there is significant square footage of open commercial space and business store front in the Petersburg area. An in-house analysis of the Petersburg submarket historical leasing data shows that the availability of available space is increasing. While market rental rates appear to be mostly stable, Fiscal Quarter 2 of 2021 showed leasing demand net absorption square footage at negative 27,627 SF. As businesses appear to be moving away from brick-and-mortar buildings to online platforms and delivery-based enterprises, it is unclear whether the pandemic has created a temporary disruption or a permanent change to "business as usual". Additional unoccupied commercial, business and office space is not needed and will not benefit the City or its residents. The subject parcels are currently vacant. Vacant land does not create jobs, attract residents, or generate much tax revenue. As stated in the Comprehensive Plan, Petersburg needs additional and diverse housing options for its residents. The proposed development can help the City meet its objective.



## **COMPREHENSIVE PLAN**

### **Unique and Affordable Housing Option**

The proposed Cottages at Harrison Creek development will be located on Harrison Creek Boulevard at the entrance of 1200 Acqua Luxury Apartments. The proposed development has approximately 261 feet of frontage along Route 460. The Route 460 corridor is strategically located between Interstate 95 and Interstate 295. The proposed development would be easily accessible from anywhere in the Petersburg/Richmond area and would be exceptionally convenient to the “back gate” of Fort Lee.

The expansion of Fort Lee has brought roughly 11,000 new residents to the Petersburg region. According to the Comprehensive Plan, the areas surrounding Petersburg have had an increase in housing while Petersburg has experienced a decline in the total number of housing units. (Comprehensive Plan, p. 55) The proposed development will add much needed units to Petersburg’s housing inventory.

In the 2040 Draft Comprehensive Plan, the City sets an objective to continue to encourage the creation of a variety of residential uses and compatible neighborhood arrangements in order to offer a variety of housing options to its residents. Article 26 of the Petersburg Zoning Ordinance explains that an objective of the [PUD] designation is to foster a variety of housing options that will give the home occupant greater choice in the selection of environment and housing units. (Zoning Ordinance, Art. 26, Sec. 1(4)). The proposed development supports the City’s objective as found in the Comprehensive Plan and is in accordance with the PUD classification as found in the Zoning Ordinance. The Applicant is proposing a flexible, innovative land use which is consistent with modern and future planning practices that will help to provide a diverse housing inventory and accommodate the growing housing needs of Petersburg. The proposed development presents a unique housing option. The units are designed to offer the renter the community-centered, neighborhood lifestyle that has been traditionally reserved for homeowners. Residents will enjoy backyards, front yards, common green spaces, trails, and traditional neighborhood living but will not need to pay homeowners’ association dues, struggle to save for a down payment, or navigate the sometimes-burdensome loan qualification process. Residents will enjoy the amenities of luxury apartment living like access to a community pool, dog parks, and property management services. For those

that prefer living in a house to an apartment, renting removes the risk and uncertainty that comes with timing a home purchase given the volatility of the real estate market, especially for those who may be subject to short-term ownership due to the transient nature of their employment. The build-to-rent nature of the planned development also removes the stigma some renters feel when moving into neighborhoods where homes are predominately owner-occupied.

The market for this type of unique housing option is rapidly growing and in demand. It attracts homeowners looking to downsize but not eager to rent an apartment, young families and aging adults that find renting more practical than owning a home, and professionals that are not ready for home ownership but are looking for a neighborhood community.

“BECO” and Petersburg have enjoyed the success of 1200 Acqua Luxury Apartments since its construction in 2010. BECO Asset Management, LLC, an affiliated company, manages 1200 Acqua. BECO Asset Management will also serve as the professional management company for The Cottages at Harrison Creek and will offer residents the same high-quality renting experience as is known at 1200 Acqua. BECO Asset Management’s dedicated marketing department will develop a detailed plan to attract prospective residents to the proposed development. Through the diligent efforts of BECO Asset Management and its marketing department, all BECO Asset Management managed properties enjoy high retention and occupancy rates. For example, 1200 Acqua consistently has an occupancy rate of 97%.

The ongoing global pandemic has highlighted the health needs of certain health-compromised individuals. These individuals are seeking to avoid shared spaces like common areas, elevators, and enclosed stairwells. The pandemic has also given us a greater appreciation of outdoor spaces. The proposed development includes abundant shared green space and trails are to be incorporated in the site development plan stage. Additionally, each house includes a backyard, front yard, or both.

#### **THE PLANNED UNIT DEVELOPMENT APPLICATION**

The Applicant respectfully requests that the City approve an amendment to the current zoning ordinance which removes the limitations placed on the three parcels for the reasons stated in this project summary. As required by the zoning ordinance, the Applicant presents the following information for consideration and review.

CONCEPT PLAN. Included with the Application are three copies of the Conceptual Plan prepared by David Taylor, dated May 13, 2021, showing the proposed concept for The Cottages at Harrison Creek development. Also included are three copies of a map showing the location of the proposed development in relation to the surrounding area including the location of streets, utilities, schools, and commercial facilities.

The three subject parcels total approximately 6.26 +/- acres, including 0.4 +/- acres of wetlands. The proposed development will include a neighborhood of 52 cottage-style rental homes located along Harrison Creek Boulevard between 1200 Acqua Luxury Apartments (an affiliated multi-family community) and County Drive/Rt. 460. The mix of one- and two-story detached houses will range in size from 900 to 1100 sq. ft. and will include both one-bedroom (17 units) and two-bedroom (35 units) rental homes. The cottages will be linked by interconnected sidewalks and shared open green spaces. The Cottages at Harrison Creek will provide the privacy and living style of a traditional single-family neighborhood with the affordability, convenience, and amenity access provided by apartment living.

WETLANDS. Three copies of the Wetlands Delineation report prepared by MAP Environmental, Inc. are included with the Application. This report summarizes the soil conditions, general topography and location and character of surface water. MAP Environmental is currently coordinating with the Army Corps of Engineers to gain wetlands certification. A copy of the COE certification will be forwarded upon our receipt.

DRAINAGE MANAGEMENT. The proposed development will utilize the storm water facility located on the back of the 1200 Acqua, LLC property to accommodate the reduced flow – impervious space that is created by its construction. The stormwater management plan that was implemented when the original 32.261 +/- acre mixed use project was rezoned to PUD included and considered the development of the three subject parcels for commercial, business and retail office use. The proposed development will incorporate significant amounts of green area/pervious areas in contrast to the mostly impervious areas that were originally contemplated. The storm water facility is sufficient to handle the proposed development.

TRANSPORTATION. The Cottages at Harrison Creek is positioned in the Route 460 Corridor and has easy access to both Interstate 95 and Interstate 295. The proposed development is located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury

Apartments. At the time the larger 32-acre parcel was rezoned to the PUD classification, traffic to these parcels was considered and planned for. The current proposed use as medium density residential use would generate less traffic than the commercial and retail use that was originally planned. Presently, there are both a right- and left-turn lane along Route 460 with approximately 200 feet of storage and 200 feet of taper, which is more than adequate to address the increase in traffic resulting from the proposed development. Also, Harrison Creek Boulevard provides for separate left and right turn exit lanes which will reduce delays when exiting the site.

SURROUNDING USES. The subject property is bounded to the north partially by Route 460/County Drive (parcels to the north of Route 460 are classified as B-2) and partially by B-2 zoned parcels, to the south by a parcel classified as PUD (1200 Acqua Luxury Apartments), to the east by an access road to 1200 Acqua Luxury Apartments classified as PUD (land east of road is zoned R-1), and to the west by parcels with “null” or no listed zoning classification (which appear to be used as residential).

The proposed construction of 52 single-family residential rental units on 6.26+/- acres would result in a density of 8.3 units per acre. This medium density development provides an appropriate and necessary transitional buffer between the R-1 zoned land that is located nearby (adjacent to the emergency access road located to the east of the proposed development), the land of unknown classification (appears to be residential use) to the west, and the B-2 zoned property located to the north (along Harrison Creek Boulevard) and the nearby B-2 zoned property located to the north of Route 460. Petersburg will also benefit from the increase in real estate tax revenue that will be generated by the development of the land.

VEGETATION, BUFFERING AND SCREENING. There is extensive existing landscaping along Route 460/County Drive and Harrison Creek Boulevard and along the adjacent lot boundary lines. To the extent possible, mature landscaping will be preserved. This existing tree cover will be supplemented with additional planting. A key feature of The Cottages at Harrison Creek is the open green space that will be incorporated throughout the development to create an established neighborhood feel. Each unit will have a front yard, backyard, or both. Existing and proposed landscaping will provide shading, screening, and a sense of privacy and separation between the development and adjacent lots and public roadways.

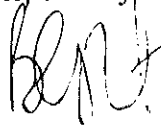


PARKING. The proposed development will include 104 paved and marked parking spaces (2 per unit), with dimensions that comply with the zoning ordinance. All parking areas will be screened from public streets and adjacent land uses. Existing mature landscaping along Route 460 and Harrison Creek Boulevard will be retained, to the extent possible, and enhanced with additional landscape materials as shown on the Concept Plan.

SIGNAGE. The Cottages at Harrison Creek will incorporate a signage system that consists of high-quality materials and utilizes color, lighting, shapes, and other design elements to promote a cohesive and unified image that is consistent with the zoning ordinance and the "BECO brand".

"BECO" has been a Petersburg community partner since 2008. We are excited to grow our relationship with the City and its residents by expanding our investment in this community. We thank you for your consideration of this request. If you have any questions or require additional information, please do not hesitate to contact me at bcutright@becoasset.com or 757-514-1515, or you may reach Jon Babineau, General Counsel, at jbabineau@becoasset.com or 757-842-6369. We look forward to working with you.

Respectfully submitted,



C. Burton Cutright, Manager  
PBFL, LLC



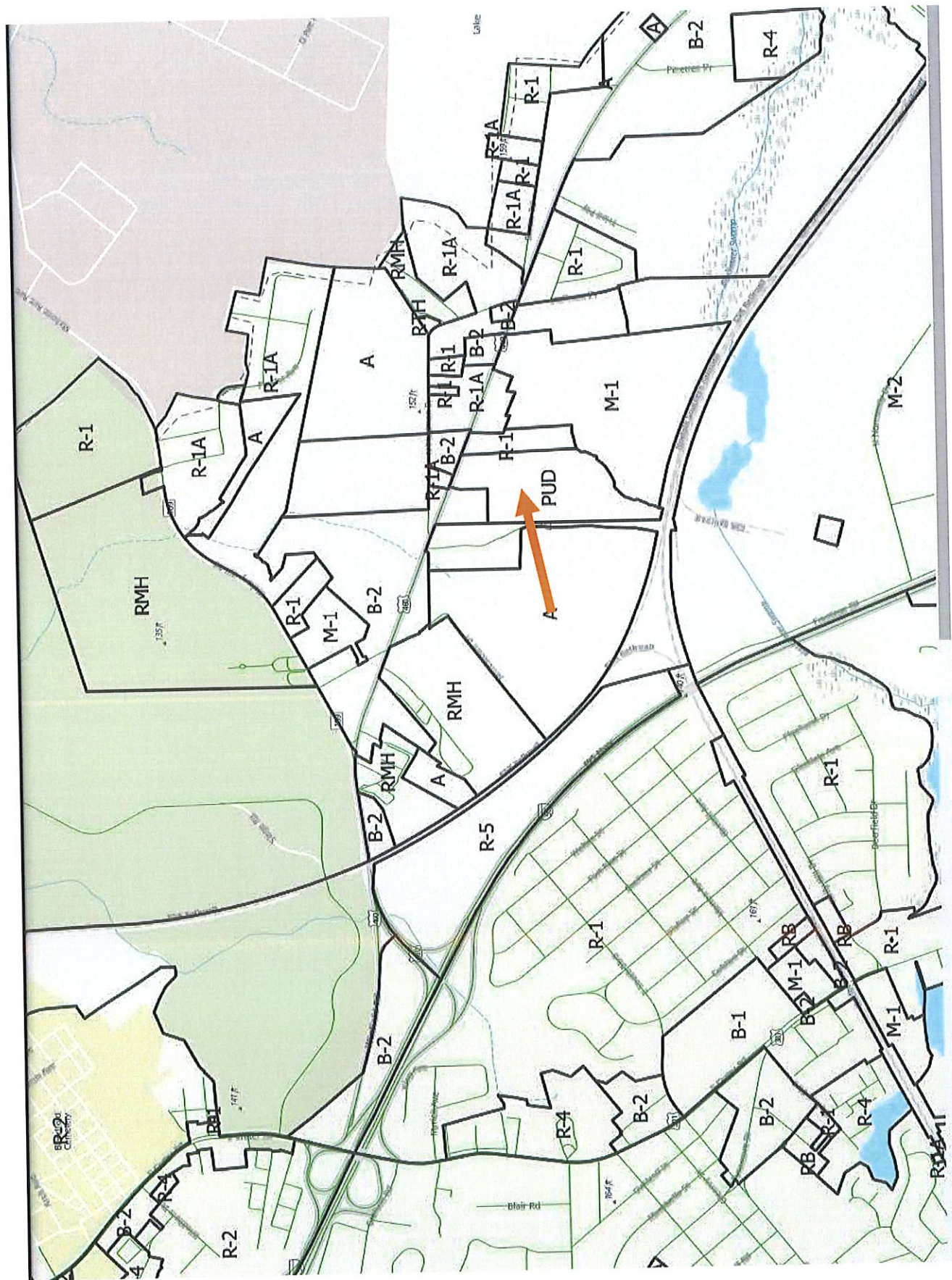
<b>SITE DATA:</b>	
TOTAL AREA	6.3 +/- AC
WETLANDS	0.4 +/- AC
NET AREA	5.9 +/- AC
TOTAL UNITS	52
PARKING	104 SPACES (2 SPACES/ UNIT)



**THE COTTAGES AT ACQUA - PETERSBURG, VA**  
 Conceptual Development Plan - May 13, 2021

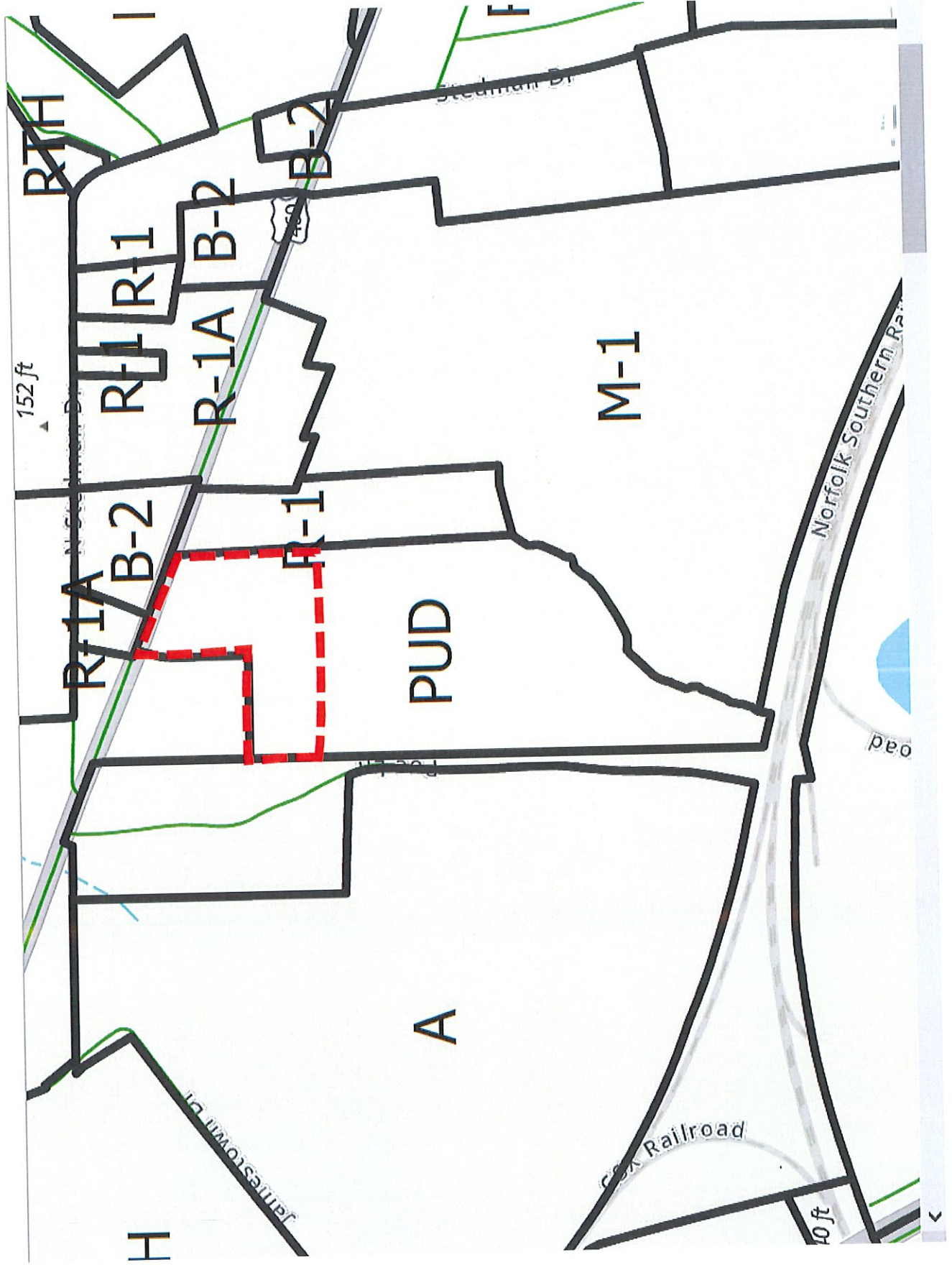


## 2) ZONING MAP EXTRACT





2) Zoning Map Abstract – Harrison Creek Boulevard Properties





# Petersburg, Virginia

## Legend

County Boundaries

Parcels

Zoning

- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH

Feet  
0 200 400 600 800  
1"=752 Feet

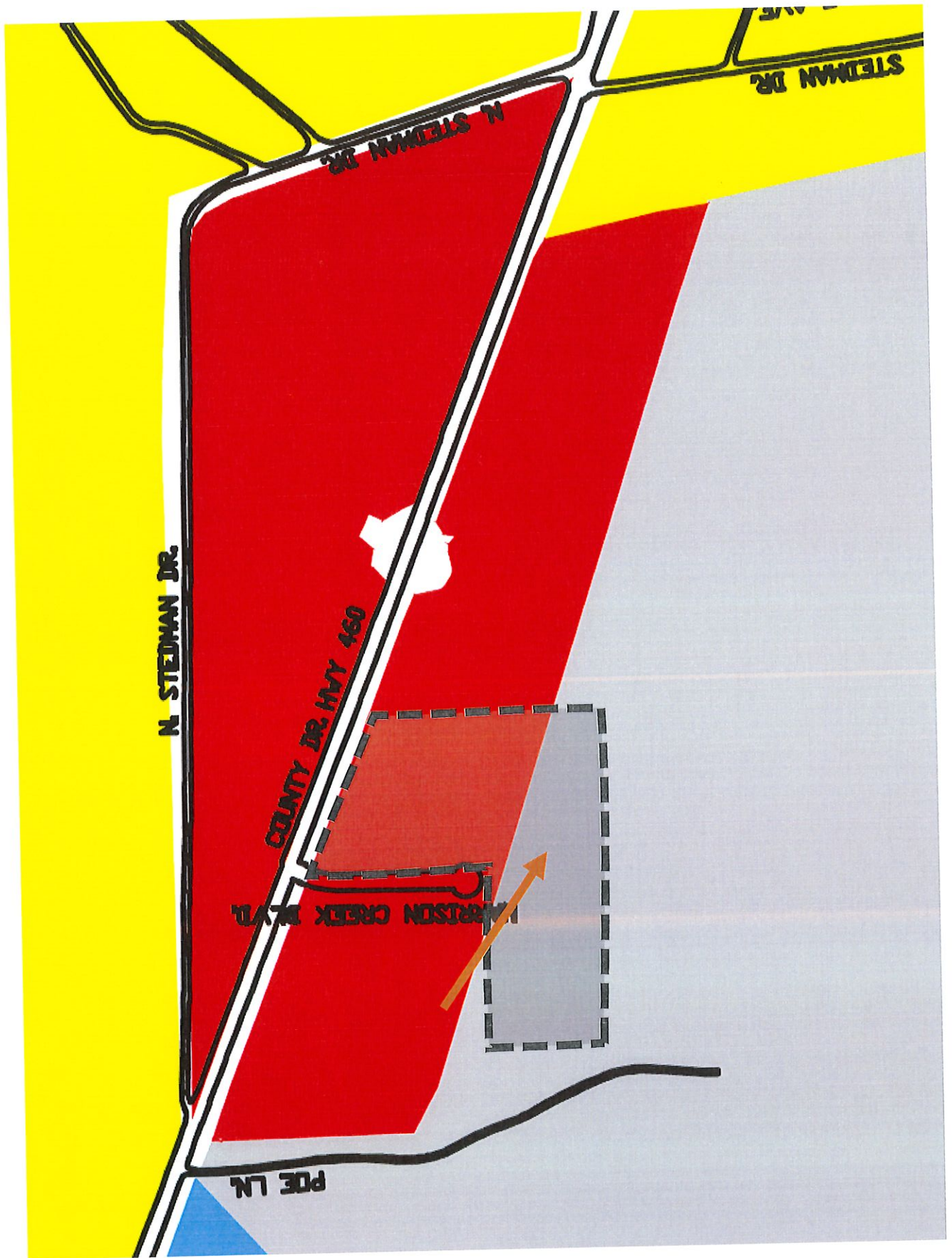


Date: 11/1/2021

## Title: Zoning: Harrison Creek Properties

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





# Petersburg, Virginia

Parcel:

040030805

## Summary

Owner Name	PBLF LLC	National Historic District:	
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE, VA 23320	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4	VA Senate District:	16
Zoning:	PUD	Va House District:	63
Property Address	1220 HARRISON CREEK B PETERSBURG, VA	Congressional District:	4
Legal Acreage:	2.46	City Ward:	2
Legal Description:	PARACEL C2.464 ACRES HARRISON CREEK SUBD	Polling Place:	Blandford Academy
Subdivision:	Harrison C	Primary Service Area:	
Assessment Neighborhood Name:	Harrison C	Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/14/2006	\$0	2006-3510

## Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$86,200	\$86,200	\$86,200	\$86,200	\$86,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$86,200	\$86,200	\$86,200	\$86,200	\$86,200

## Property Tax (Coming Soon)



Date: 11/1/2021

Feet



0 100 200 300 400

1:4,514 / 1"=376 Feet

Feet



# 1220 County Drive





# Petersburg, Virginia

Parcel:

040030806

## Summary

Owner Name	PBLF LLC	National Historic District:	
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE, VA 23320	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4	VA Senate District:	16
Zoning:	PUD	Va House District:	63
Property Address	1225 HARRISON CREEK B PETERSBURG, VA	Congressional District:	4
Legal Acreage:	1.74	City Ward:	2
Legal Description:	PARCL B1.746 ACRES HARRISON CREEK SUBD	Polling Place:	Blandford Academy
Subdivision:	Harrison C	Primary Service Area:	
Assessment Neighborhood Name:	Harrison C	Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/14/2006	\$0	2006-3510

## Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$61,100	\$61,100	\$61,100	\$61,100	\$61,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$61,100	\$61,100	\$61,100	\$61,100	\$61,100

## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

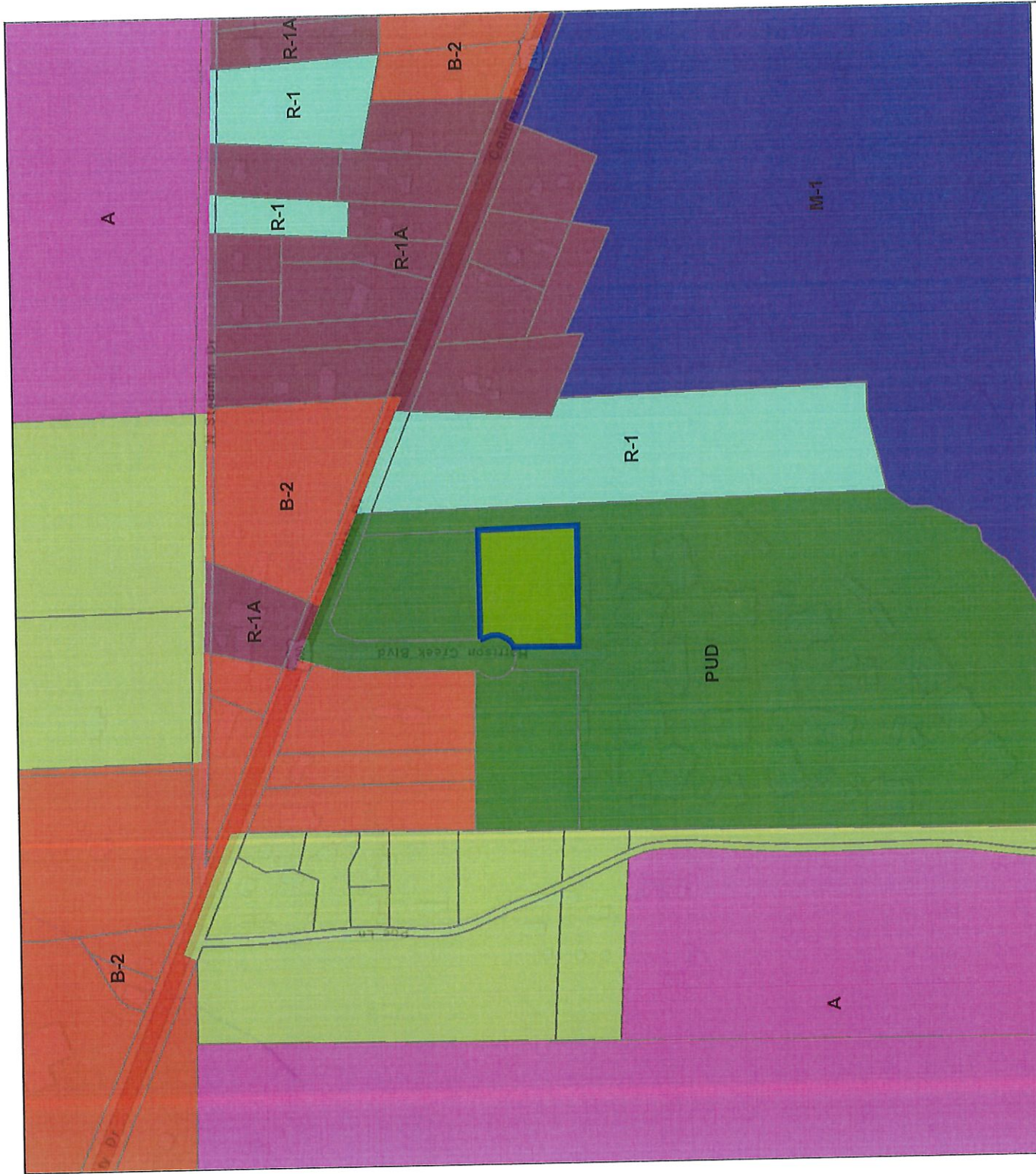
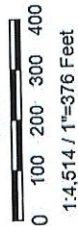
County Boundaries

Parcels

Zoning

- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH

Feet



Date: 11/1/2021

Parcel #: 040030806

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# 1225 Harrison Creek Blvd





# Petersburg, Virginia

Parcel:

040030807

## Summary

Owner Name	PBLF LLC	National Historic District:	
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE, VA 23320	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4	VA Senate District:	16
Zoning:	PUD	Va House District:	63
Property Address	1255 HARRISON CREEK B PETERSBURG, VA	Congressional District:	4
Legal Acreage:	2.04	City Ward:	2
Legal Description:	PARCEL A2.043 ACRES	Polling Place:	Blandford Academy
Subdivision:	Harrison C	Primary Service Area:	
Assessment Neighborhood Name:	Harrison C	Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/14/2006	\$0	2006-3510

## Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500

## Property Tax (Coming Soon)

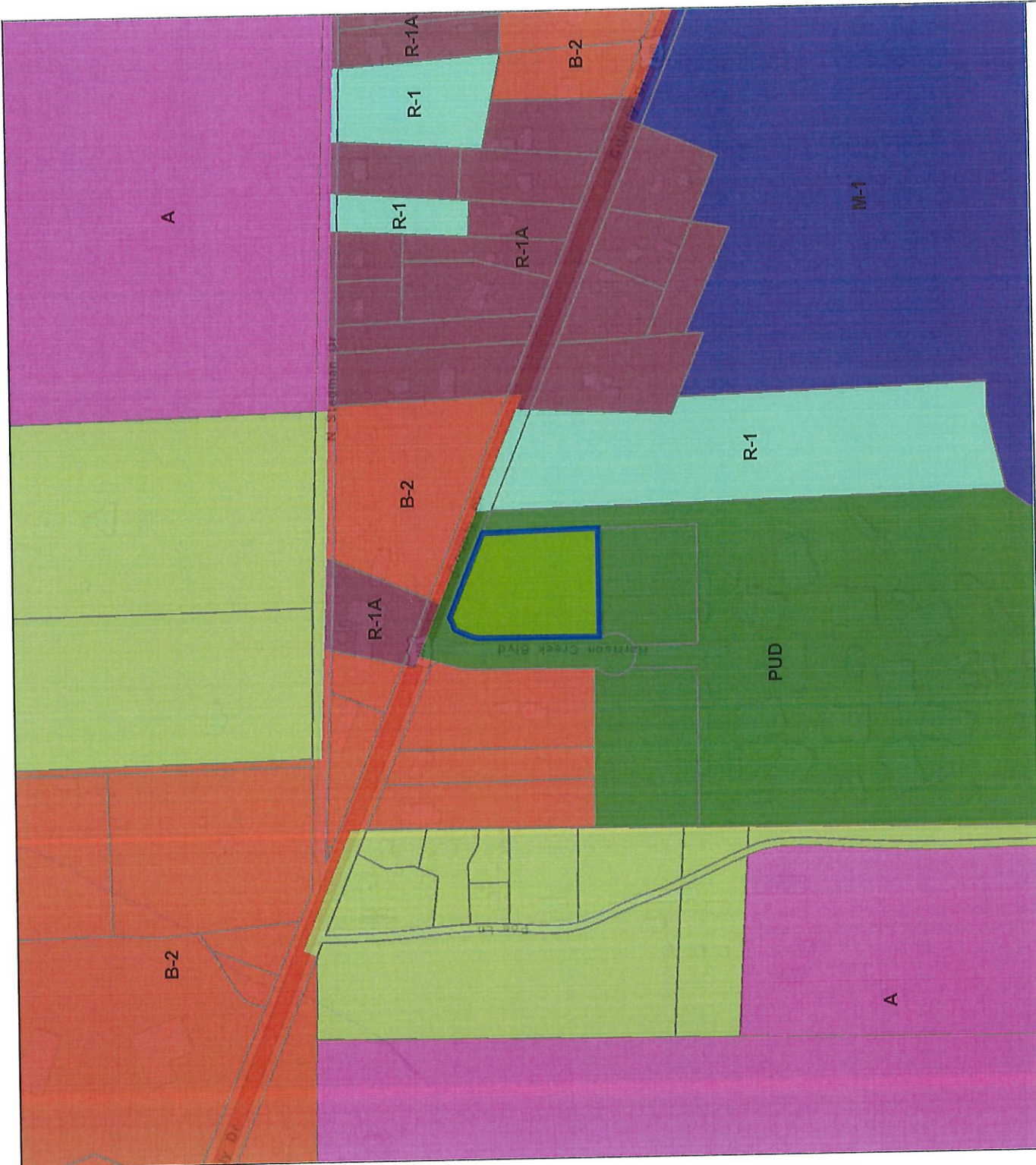


# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels
- Zoning

- |  |
|--|
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|--|



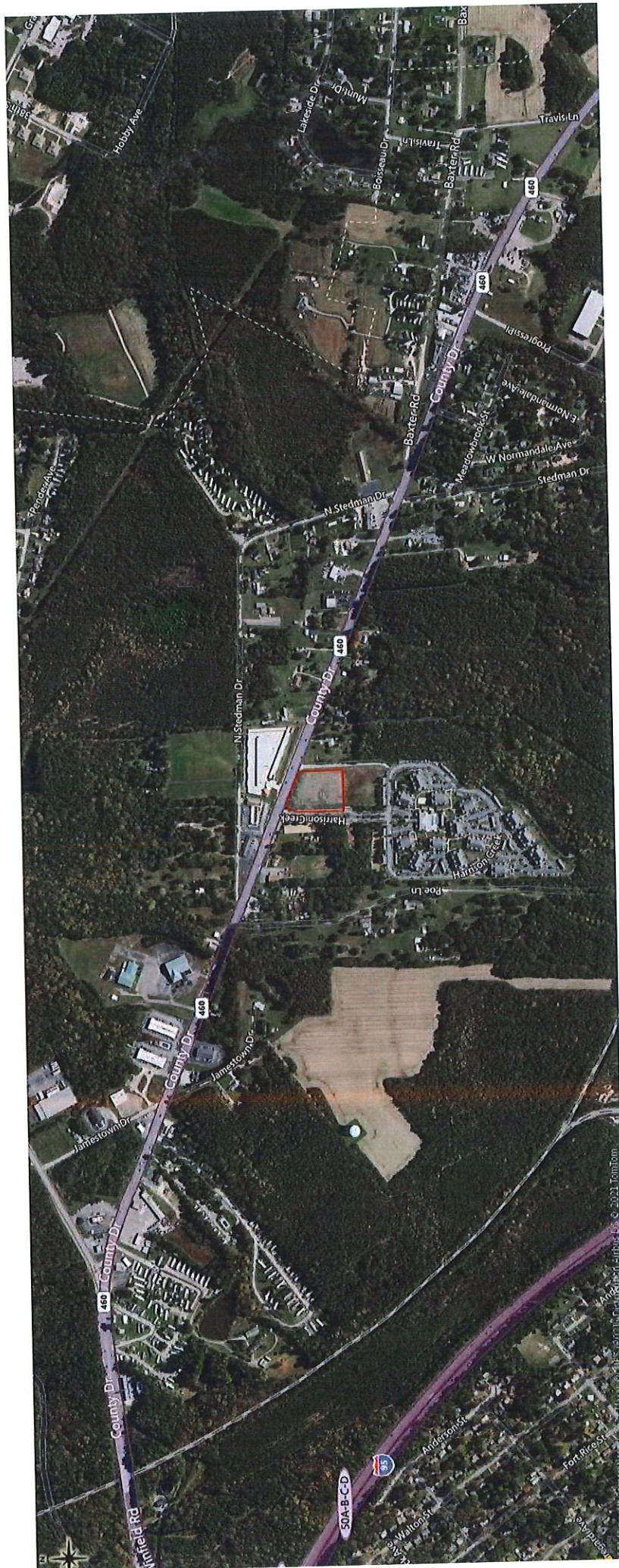
Date: 11/1/2021

Parcel #: 040030807

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



# 1255 Harrison Creek Blvd





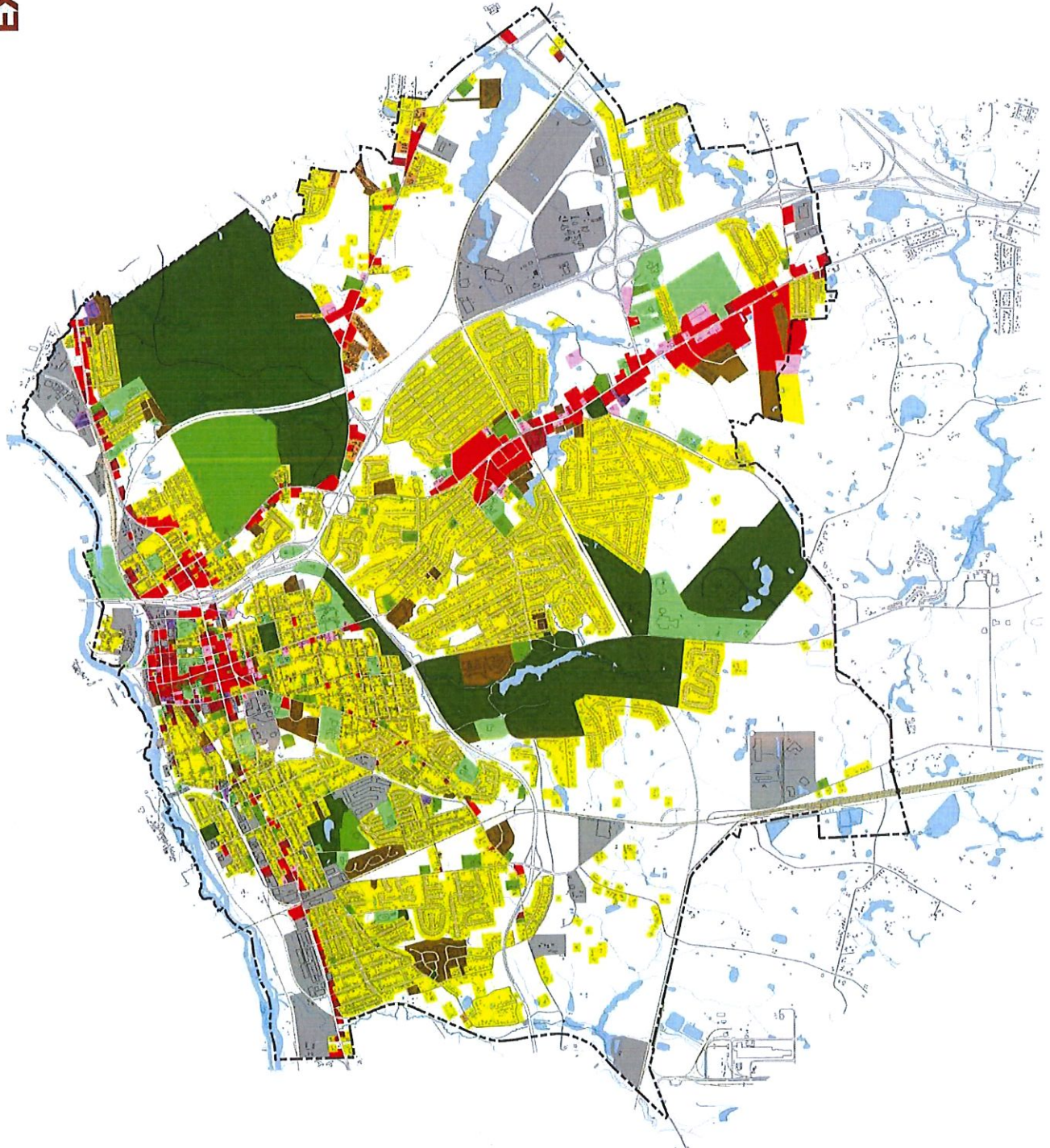
# EXISTING LAND USE

COMPREHENSIVE PLAN  
City of Petersburg, Virginia

- LEGEND**
- Land Use Classifications**
- Residential**
- SINGLE FAMILY
  - MOBILE HOME
  - MULTI-FAMILY
- Commercial**
- RETAIL & SERVICE
  - GENERAL COMMERCIAL
  - BUSINESS / PROFESSIONAL SERVICE
- Industrial**
- INDUSTRIAL
  - WAREHOUSING
- Public & Semi-Public**
- COMMUNITY FACILITIES
  - PLACES OF WORSHIP, CEMETERIES
  - LODGES
  - PARKS & RECREATION
  - VACANT



MAY 20, 2008  
K.W. Poore and Associates, Inc.  
Community Development Consultants







# City of Petersburg

Department of Planning and  
Community Development  
804-733-2308

135 N. Union Street, Room 304  
Petersburg, Virginia 23803  
FAX 863-2772 TDD 733-8003

October 22, 2021

## PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear Owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold a public hearing on Thursday, November 4, 2021, beginning at 6:00 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

**21-REZ-04:** Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD with B-2, General Commercial District with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. This subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet.

All interested persons shall have the opportunity to be heard at said public hearing.

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

Reginald B. Tabor,  
Director of Planning & Community Development



## City of Petersburg

### Development Impact Report

<b>DATE:</b>	October 27, 2021
<b>ADDRESS:</b>	1220, 1225 and 1255 Harrison Creek Blvd
<b>PARCEL NUMBER:</b>	040030805, 0040030806, and 0040030807
<b>ZONING:</b>	PUD w/B-2, General Commercial District conditions
<b>ISSUE:</b>	There is a need to assess the impact of proposed development
<b>DESCRIPTION:</b>	The City received a proposal to develop the subject properties for construction of 52 new single-family detached rental homes on 6.26+ acres located along Harrison Creek Blvd between Route 460 and 1200 Harrison Creek Blvd where lies Acqua Luxury Apartments. See Conceptual Plan Dated May 13, 2021, and Boundary & Topographic Survey.
<b>STATUS:</b>	Pending request to amend rezoning from PUD w/B-2, conditions to PUD no restrictions for single-family development.

### DEPARTMENT IMPACT INFORMATION

#### GENERAL IMPACT

#### BENEFITS

Residents will have an opportunity to enjoy privacy, private and community green space along with a feeling of a traditional neighborhood. Residents will have access to amenities of the apartment complex such as fitness room and pool. The development will be small clusters of 1 and 2 story houses that are interconnected by sidewalks and separated by private and community green space.

#### REVENUE

#### COSTS

#### RECOMMENDATION

To approve the construction of the proposed 52 cottage-style single-family rental dwelling units: 17 units to be 1 bedroom/1 bathroom and 35, 2-bedroom/2 bath units per the request by the applicant and the approval of a site plan per City departmental guidelines and regulations.

ATTACHMENTS

Included



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Brian Moore

**RE:** **A public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009. (Page 184)**

**PURPOSE:** To provide City Council with the details for the potential sale of 421 Jefferson Street South and 1114 Wythe Street West

**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 and ordinance.

**BACKGROUND:** The Department of Economic Development received an application from SFG Developers on October 6, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 421 Jefferson Street South which is currently vacant lots. On October 11, 2022, at the conclusion of the auction, it was determined that SFG Developers, 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 a 1206 square-foot single family residential dwelling with three bedrooms and two bathrooms for sale at market rate.

The proposed purchase price for 421 Jefferson Street South is \$5550, which is 50% of the assessed value, \$10,100. 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 421 Jefferson Street South is zoned R-3, a two-family residential district.

**Address:** 421 Jefferson Street South



Tax Map ID: 022-390009

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:** 12/13/2022

**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. SFGOrdinance
2. SGF Developers LLC Purchase Agreement (421 Jefferson Street)
3. SFG Developeps Presentation
4. 421 Jefferson Street Tax Map
5. 421 Jefferson Street Assessment
6. Dorsha Goodman - Updated City of Petersburg Real Estate Application (1) (3) (2)
7. Auction - Petersburg Packet
8. Loan Approval (1)

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009**

WHEREAS, the City of Petersburg has received a proposal from SFG Developers to purchase City-owned property at 421 Jefferson Street South, parcel ID 022-390009; and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by SFG Developers 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 December 13, 2022, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$10,100

Consideration: \$5,500

Tax Map No: 022390009

This Real Estate Purchase Agreement (the "Agreement") is dated December 13, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, SGF Developers 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: 421 Jefferson Street; Tax Map Number 022390009 (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 five thousand five hundred (\$5,500) (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, five hundred fifty dollars (\$550), (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 December 13, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 13, 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, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) 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 nine percent (9%) of the Purchase Price shall be returned to the Purchaser and ten percent (1%) 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:

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COPY TO:

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

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



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

25. **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

# **Presentation for Council 421 Jefferson Street South Purchase Agreement Proposal**



**Brian A. Moore**  
**Director of Economic Development, Planning, and Community Development**  
**Petersburg, Virginia**  
**December 13, 2022**



# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and SFG Developers for the purchase of City-owned property located at 421 Jefferson Street South.**

# Background

421 Jefferson Street South



- Zoning –R3
- Acreage – .152
- Current Use- Vacant Residential Lot
- Proposed Use –1200 square feet residential dwelling with three bedroom and two bathrooms
- Purchase Price-\$5501

# 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 SFG Developers for the purchase of City-owned property located at 421 Jefferson Street South.

# Petersburg, Virginia

Parcel: 022390009

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	421 JEFFERSON ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.152	City Ward:	4
Legal Description:	LT 1 BOLLING PLAT 43.7 X 151.7	Polling Place:	Union Train Station
Subdivision:	Bolling (Central Park)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/6/2006	\$11,000	2006/5681

## 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	\$10,100	\$10,100	\$10,100	\$10,100	\$10,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$10,100	\$10,100	\$10,100	\$10,100	\$10,100

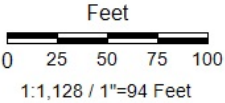
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 022390009**

**Date: 11/2/2022**

*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	421 Jefferson Street								
Property Address	421 Jefferson Street								
Parcel Number									
Year Constructed									
Project Developer	SFG Developers								
Contact Name									
Address	PO Box 650								
	Bowie MD								
Email									
Experience/Qualifications	see application								
Development Description	421 Jefferson Street will be developed into a single family residential dwelling								
Offered Purchase Price	\$5,501			Construction Costs	\$		100,000.00		
				Total Investment	\$		105,501.00		
Description of Financing (%)	finance								
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood								
Due Diligence Period (days)	0								
Construction Start Date	NA			Completion Date	NA				
Number of Projected Jobs	Temp/Const. Jobs				Permanent Jobs				
Average Wage									
Contingencies									
City Assessment									
Outstanding Obligations									
Proposed Land Use	single gamily dwelling			Yes	No				
Comp Plan Land Use				Conformance	Yes				
Zoning	R3			Conformance	Yes				
Enterprise Zone	No				Yes				
Rehab/Abatement	No								
New Construction	Yes								
Historic District									
Assessed Value	\$		10,100.00		Appraised Value	\$		-	
City Revenue from Sale	\$		(4,599.00)						
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20		
Real Estate Tax	\$	-	\$	136.35	\$	681.75	\$	22,045.70	
Personal Property Tax	\$	-	\$	-	\$	-	\$	-	
Machinery and Tools Tax	\$	-	\$	-	\$	-	\$	-	
Sales and Use Tax	\$	-	\$	-	\$	-	\$	-	
Business License Fee	\$	-	\$	-	\$	-	\$	-	
Lodging Tax	\$	-	\$	-	\$	-	\$	-	
Meals Tax	\$	-	\$	-	\$	-	\$	-	
Other Taxes or Fees	\$	-	\$	-	\$	-	\$	-	
Total	\$	-	\$	136.35	\$	681.75	\$	22,045.70	
Total Tax Revenue			\$	136.35	\$	681.75	\$	22,045.70	
Waivers & Other Costs to the City			\$	-	\$	-	\$	-	
City ROI (Revenue - Cost)	\$	-	\$	136.35	\$	681.75	\$	22,045.70	
Staff Recommendation									
Last Use Public					Comm. Review Date				
Council Decision					Council Review Date				
Disposition Ord #					Ord Date				





## **City of Petersburg Real Estate Application**

### **Buyer Demographics**

Contact Name Dorsha Goodman

Contact Address PO Box 650, Bowie, MD 20718

Contact Email Address sgfdevelopers@yahoo.com

Contact Phone Number 443-684-1349

### **Property you wish to bid on:**

Property Address 417 Jefferson St. and 421 Jefferson St. and 1114 Wythe St. W.

### **What is the intended use of the property:**

Development Description- Plan to build three new construction single-family homes over the span of 12 – 15 months after closing on the property.

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

### **Buyer Experience**

Please detail experience you have in development

Over twenty years of experience in managing residential construction projects. I have a current Virginia Class A Residential Builder License.

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

Please email application to:

The Department of Economic Development

[econdev@petersburg-va.org](mailto:econdev@petersburg-va.org)



## Proposed Summary of Use

Builder: SGF Developers LLC  
Dorsha Goodman, Principal Officer

Property Address: 421 Jefferson St. S; 1114 Wythe St. Petersburg, VA

### Proof of Experience

SGF developers is a subsidiary of Goodman Develop LLC and has experience with rehab and residential new construction projects. Two new construction single-family homes were recently completed in Petersburg, VA; 131 Courthouse Rd., and 219 S. Jones Street. See pictures below.

#### 131 Courthouse Rd, Petersburg VA – New Construction – June 2022



## **219 Jones St. S, Petersburg, VA - October 2022**



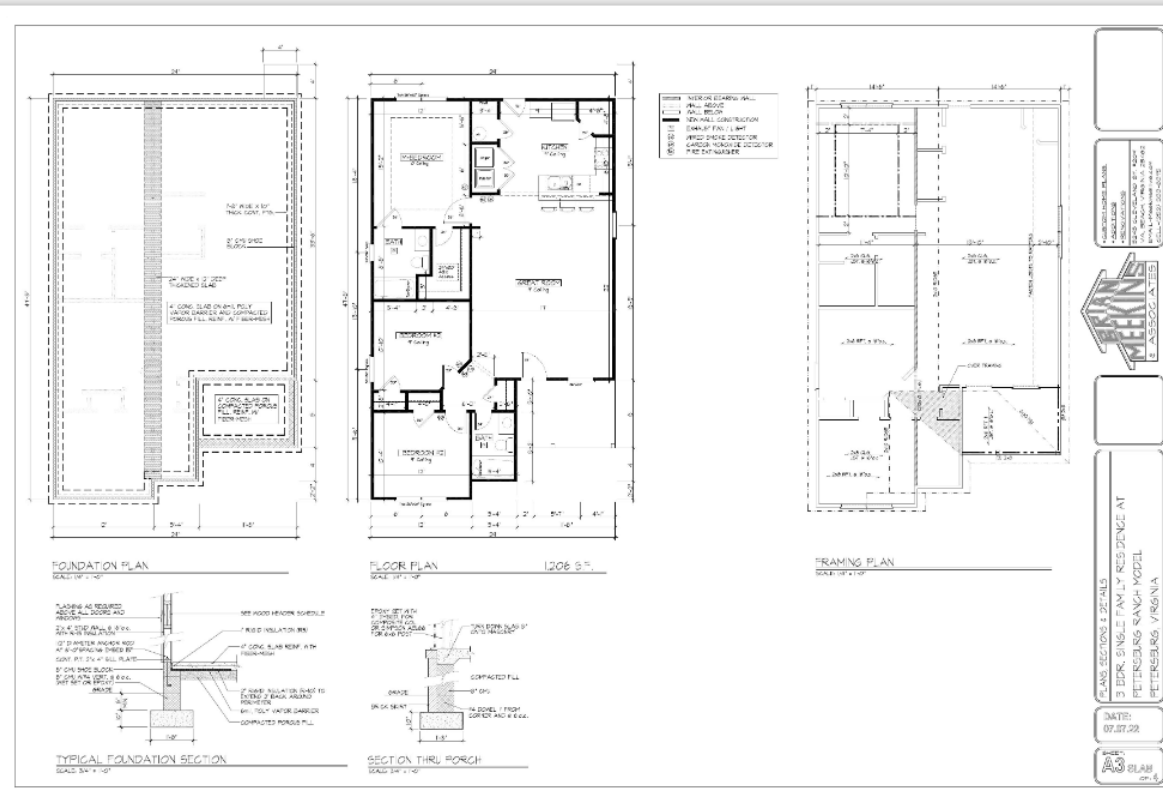
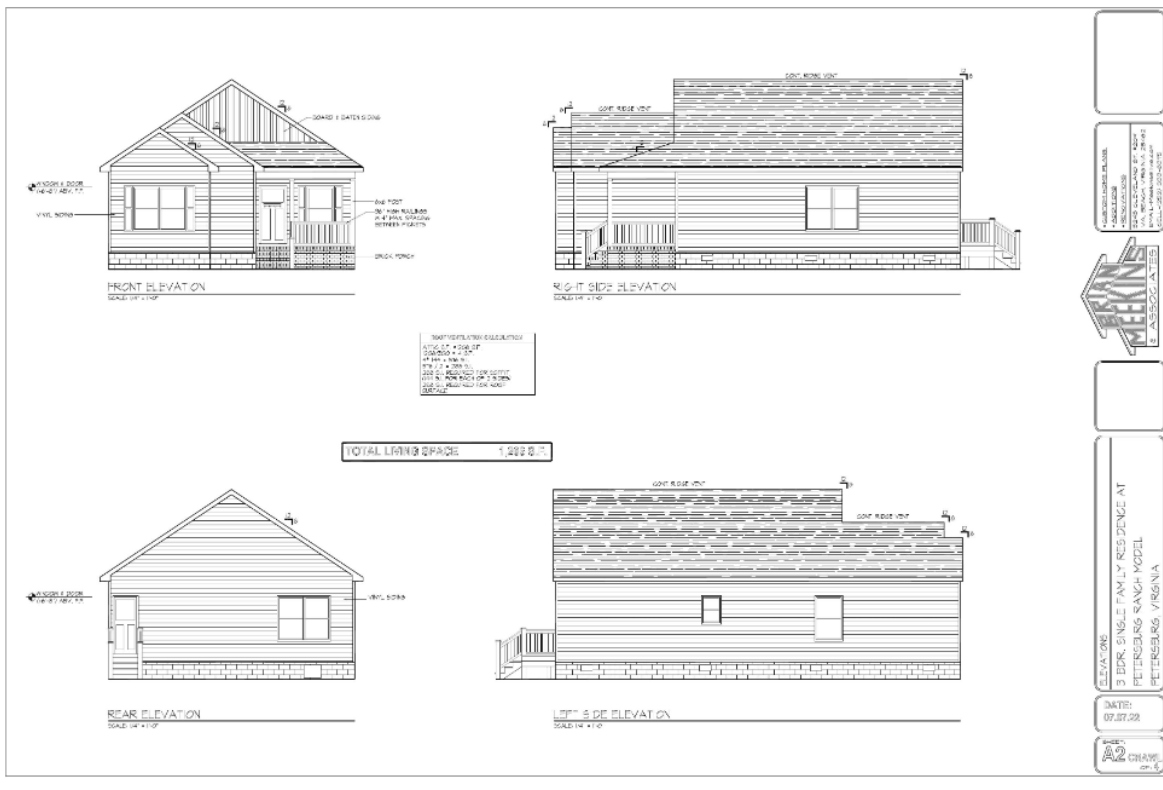
### **Intended use of Properties**

SGF Developers will build and sell single-family residential homes at 421 Jefferson St. and 1114 Wythe St. in Petersburg, Virginia. The first project is scheduled to begin in December 2022/January 2023 and commence within 90 days of the start date. The second project is scheduled to begin in late spring 2023 and commence within 90 days of the start date.

### **Cost of Construction & Projected Sales**

Each property has a projected construction cost of \$100,000 (one-hundred thousand dollars) and a projected sells price of \$200,000 (two-hundred thousand dollars). Total projected cost of construction for both projects is \$200,000 (two-hundred thousand dollars). The attachment includes proof of finance.

In accordance to zoning regulations, a single-family residential home is planned for 421 Jefferson Street and 1114 Wythe Street. A rendering of the intended property is provided below.







**Goodman Developpe, LLC**  
**5004 Kemps Farm PI**  
**Virginia Beach, VA 2364**  
**Construction Loan Approval**

Date October 19, 2022

To who it my concern,

Goodman Developpe, LLC has approved a construction loan in the amount of **\$200,000** for SGF Developers LLC; a subsidiary company of Goodman Developpe, LLC. The construction loan has been approved for the following properties; 421 Jefferson St. and 1114 Wythe St. Petersburg VA. For any questions or concerns please contact Ephraim Goodman at (757) 266-6187.

Sincerely

Ephraim Goodman President





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager  
Tangela Innis, Deputy City Manager  
Brian Moore, Director of Economic Development

**FROM:** Reginald Tabor

**RE:** **A Public Hearing and consideration of an Ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street. (Page 209)**

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**PURPOSE:** To hold a Public Hearing and consideration of an Ordinance approving the vacation of Right of Way.

**REASON:** To comply with applicable procedures and laws regarding the consideration of Right of Way vacation.

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing and considers an ordinance authorizing the vacation of Right of Way.

**BACKGROUND:** The City Council of the City of Petersburg adopted an ordinance authorizing the sale of property along River Street and the Appomattox River to establish green space and a location for outdoor events. The sale of the property has been closed, and the property was transferred to the new owner.

The City of Petersburg received a request from the owner of the adjacent properties to vacate City Right of Way on River Street, between 3rd Street and 5th Street, to facilitate use of the recently acquired property along River Street and the planned event space use.

The vacation would result in closure of the roadway along River Street between 3rd Street and 5th Street. The property owner owns property located at 240 River Street to the South of River Street, and 277 River Street to the North of River Street.

The owner of the adjacent properties has submitted a Traffic Impact Analysis (TIA) regarding the impact of the proposed right of way vacation. The TIA is based on the largest events will draw approximately 2,500 people. However, most events are anticipated to be smaller. The TIA includes an analysis of the traffic impact of 2,500 people leaving the site on a Saturday evening at approximately 10:00 PM after a concert or fireworks show.

Assuming an average occupancy of 2.5 people per vehicle, they expect approximately 1,000 vehicles to be parked near the site for the largest events. The TIA team identified four large parking areas that can be used:

1. Grass / gravel lot on the west side of Sapony Street
2. Grass / gravel lot between Joseph Jenkins Roberts Street and the U.S. 301 overpass
3. Asphalt lot on the north side of River Street west of U.S. 301
4. Paved lots on both sides of Bank Street between N. Sycamore Street and U.S. 301

These four lots combined have a capacity of approximately 1,160 spaces, which will accommodate even the largest events. The TIA assumes that many people will also choose to parallel park on the streets in the area.

### **Scope of the Traffic Analysis**

Based on our traffic study scope meeting with the City on July 14, the study area includes the following intersections:

1. U.S. 301 at Bridge Street
2. Bollingbrook Street at 3rd Street
3. River Street at 3rd Street
4. River Street at Joseph Jenkins Roberts Street

Capacity analysis was performed at the study intersections during the Saturday Evening Peak Hour. Synchro, Version 11 was used to analyze the study intersections based on the Highway Capacity Manual (HCM) methodology and includes level of service (LOS), delay, and queue length comparisons for the turning movements analyzed. The capacity analysis results are summarized in the tables below and the Synchro output is included in the Appendix.

For unsignalized intersections, the average delays for the minor street turn movements are described as short delays (less than 25 seconds), moderate delays (between 25 and 50 seconds), and long delays (greater than 50 seconds). It is common for side street movements to experience long delays during the peak hours at intersections with major thoroughfares.

The TIA Consultants assumed a peak hour factor (PHF) of 0.50, which is equivalent to all vehicles leaving the parking areas within a 30-minute period after a large event.

### **TIA Findings and Recommendations**

Based on the results of the capacity analysis, all four study intersections will operate acceptably after a large event with the following recommendations:

U.S. 301 at Bridge Street

Utilize officer control to help drivers exit from Bridge Street onto U.S. 301

The segment of River Street between 3rd Street and 5th Street carries just 200 vehicles per day (vpd), and just 5 vehicles during the Saturday Evening peak hour. Bollingbrook Street has a capacity of approximately 10,000 vpd, and is only carrying 4,100 vpd, so Bollingbrook Street can easily handle 200 additional vpd if River Street is removed.

Issues:

- Cul de Sacs that meet minimum dimensional requirements for Public Safety

- Accounting for any parking areas that may not be available due to property development
- Required Officer Control at intersections where needed

Site Plan, Land Disturbance Permit Application and Construction Permit Application submittal, review and approval would follow approval of the Right of Way vacation.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Real Estate Tax revenue and revenue from use of the property.

**CITY COUNCIL HEARING DATE:** 5/17/2022

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

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

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Ordinance authorizing the sale of property at 277 River Street.

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

**ATTACHMENTS:**

1. 1204\_2022RoadVacationContinuanceRequest
2. 0223\_2022JJRPUpdatedProposed
3. 1213\_2022OrdinanceVacationROWRiverSt

December 4, 2022

Mayor Samuel Parham  
Honorable Members of the Petersburg City Council  
135 N. Union St.  
Petersburg, VA 23803

Dear Mayor Parham and Honorable Members of the Petersburg City Council,

I am writing on behalf of The Wilds, LLC, to request a continuance of the Public Hearing to consider the vacation of River St. between 5<sup>th</sup> and 3<sup>rd</sup> St. as soon as possible to the January 2023 City Council meeting.

Thank you for your consideration of this request. Please contact me via phone at 804-510-6062 or via email at [zoe@waukeshaw.com](mailto:zoe@waukeshaw.com) if you have any questions.

Sincerely,  
Zoe York  
Project Manager  
The Wilds, LLC





# Joseph Jenkins Roberts Park

Proposed Conditions

Program Key

## Proposed Action

- P1 Dredge Waterway
- P2 Close Joseph Jenkins Roberts Road
- P3 Provide Parking
- P4 Protective Fencing at Railway
- P5 Open Lawn for Large Gatherings
- P6 Repurpose Concrete Pad
- P7 Clear Vegetation for Park Usage
- P8 Clear Vegetation for Water Access
- P9 Create Space for Temporary Events

## Proposed Activities

- Concerts
- Dog Park / Dog Run
- Courts
- Community Events
- Fireworks
- Water Access
- Recreation Trails



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PETERSBURG  
APPROVING THE RIGHT OF WAY VACATION AND THE CLOSURE OF  
RIVER STREET BETWEEN 3<sup>RD</sup> STREET AND 5<sup>TH</sup> STREET**

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

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

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

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

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

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

WHEREAS, the property owner/developer has submitted a Traffic Impact Assessment (TIA) completed by a qualified engineering consultant to illustrate traffic circulation following the proposed street vacation/closure and traffic impacts of planned events; AND

WHEREAS, the TIA found that the segment of River Street between 3rd Street and 5th Street carries just 200 vehicles per day (vpd), and just 5 vehicles during the Saturday Evening peak hour, and Bollingbrook Street has a capacity of approximately 10,000 vpd, and is only carrying 4,100 vpd, so Bollingbrook Street can easily handle 200 additional vpd if River Street is removed; and

WHEREAS, the TIA recommends that officer control be utilized to help drivers exit from Bridge Street onto U.S. 301.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg does hereby approve the vacation of the Right of Way along river street between 3rd street and 5th street.

BE IT FURTHER ORDAINED, that the City Council of the City of Petersburg does hereby accept and requires the implementation of the recommendations of the Traffic Impact Analysis.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Brian Moore

**RE:** **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. (Page 215)**

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**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 and ordinance.

**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, a 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:** 12/13/2022

**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

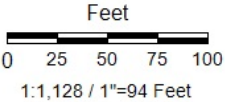
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900

## 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  
2115 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](mailto:econdev@petersburg-va.org)





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Brian Moore

**RE:** **Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street. (Page 236)**

**PURPOSE:** To provide City Council with the details for the potential reversion of the property sold to Griffin Cigar, LLC by the City of Petersburg.

**REASON:** To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by City Council.

**RECOMMENDATION:** Staff will make a recommendation after the developer's presentation to the City Council.

**BACKGROUND:** On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street. The construction timeline was for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F). The development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of November 15, 2022, a Certificate of Occupancy has not been obtained.

The development agreement states (letter G) “The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.” The development agreement further states (letter H), “Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach.”

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to JC Bynum by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and Griffin Cigar, LLC sent an electronic acknowledgement of receipt of the notice. On October 11, 2022, Griffin Cigar, LLC submitted a letter requesting an extension of the project for a period of one year (September 2023).



**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

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

**AFFECTED AGENCIES:** City Manager, Economic Development, Planning and Community Development

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

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

**ATTACHMENTS:**

1. Griffin Cigar- Resolution
2. Griffin Cigar (2) (1)
3. Faris Sanaban Extension Request - Email

## **Resolution**

**A Resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street**

**WHEREAS;** On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street; and

**WHEREAS;** The construction timeline was for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F); and

**WHEREAS;** The development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of November 15, 2022, a Certificate of Occupancy has not been obtained; and

**NOW THEREFORE BE IT ORDAINED,** that the City Council of the City of Petersburg hereby approves the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street



# City of Petersburg

Office of the City Manager  
135 North Union Street  
Petersburg, Virginia 23803

(804) 733-2301  
Fax 732-9212  
TDD 733-8003

Griffin Estate, LLC  
Faris al Sanabani, Member Manager  
5952 Park Forest Ln  
Glen Allen, VA 23059


August 29, 2022

## **RE: Notice of Breach of Development Agreement**

On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street. The construction timeline was a for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F).


The development agreement states (letter G) the failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement." The development agreement further states (letter H), upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default. Your development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of the date of this Notice, you have not obtained a Certificate of Occupancy.

This letter serves a serve as notice that you are in breach of the development agreement. You have **thirty days** from the date of receipt of this letter, verified by certified mail receipt, to respond to this notice with a plan of action to cure. The action plan will require review and approval by the City Council. If you fail to submit the action plan within this time, or if the City Council reject the action plan, the city will regard this as a default of the agreement and implement the revert clause as stated in (letter L) in the agreement; At such time the City, Upon Default by The Purchaser, shall retain 100% of the purchase price and shall record the Notice of Default which shall cause the Property to automatically revert to the City.

  
March Altman, City Manager



APPROVED AS TO FORM:

  
Anthony C. Williams, City Attorney  
City of Petersburg, Virginia

**DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF  
108 WASHINGTON STREET PETERSBURG, VIRGINIA TRAIL-WAYS BUS  
TERMINAL BUILDING**

On this 11<sup>th</sup> day of July, 2019 came the parties, Griffin Estate, LLC ("Cigar Dispatch"), a Virginia Limited Liability Company whose Virginia LLC Id Number is S806912-4 and whose Registered Agent and Managing Member is Al-Sanabani Faris, whose business address is 5952 Park Forest Lane, Glen Allen, VA 23059, and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for Adaptive Re-Use and Development of 108 Washington Street, Petersburg, Virginia - Trail-ways Bus Terminal Building ("the Agreement") to wit:

**RECITALS**

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

The project summary documents describe the intentions of Cigar Dispatch with regard to the purchase and redevelopment of property located at 108 Washington Street ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon Cigar Dispatch with regard to the development of the property.

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

**AGREEMENT**

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

- A. Cigar Dispatch shall be solely responsible for the redevelopment of the Property in accordance with the project summary documents, and shall comply with all Code,



Zoning, and other legal requirements associated with the redevelopment. In addition to with all requirements described in the project summary documents, Cigar Dispatch agrees that the outdoor Trailways Bus Sign shall not be conveyed to a third party, and shall not be damaged or destroyed. If Cigar Dispatch should decide to remove the sign, the sign shall be immediately donated to the City of Petersburg at no cost to the City of Petersburg. This provision shall apply to successors in interest, and shall survive termination of this Agreement.

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

- I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

**To Griffin Estate, LLC:**

Faris Al Sanabani, Registered Agent  
5952 Park Forest Lane  
Glen Allen, VA 23059

**To the City:**

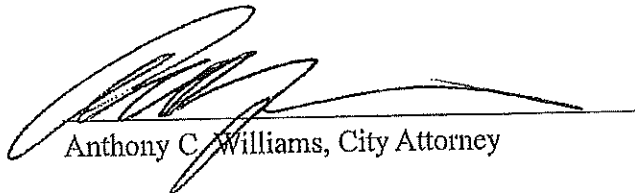
City Manager (with copy to City Attorney)  
135 North Union Street  
Petersburg, VA 23803

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

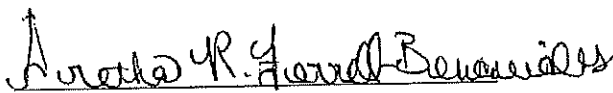
- J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to Cigar Dispatch. The deed shall include provisions for the reverter described herein.
- K. The "original purchase price" for the Property shall be defined as the amount paid by Cigar Dispatch to the City to facilitate the transfer of the property ONE HUNDRED THIRTY-FIVE THOUSAND and 00/100 dollars (\$135,0000.00).
- L. Upon Default by Cigar Dispatch, the City may, at its sole discretion, repay Cigar Dispatch its original purchase price for the property less TWENTY-FIVE THOUSAND and 00/100 dollars (\$25,000.00), and record the Notice of Default which shall cause the Property to automatically revert to the City.
- M. This Agreement shall be binding upon Cigar Dispatch and successors in interest until such time that the obligations are concluded and the Agreement is declared to be null and void in accordance with the terms described herein.
- N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.
- O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

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

Approved as to form:

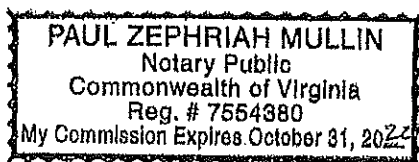
  
Anthony C. Williams, City Attorney

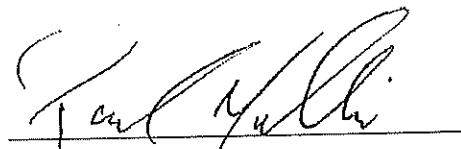
CITY OF PETERSBURG, VIRGINIA

By:   
Aretha Ferrell-Benavaides

COMMONWEALTH OF VIRGINIA  
City of Petersburg

On this 11 day of July, 2019, Aretha Ferrell-Benavaides, City Manager for the City of Petersburg, Virginia, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF 108 WASHINGTON STREET PETERSBURG, VIRGINIA TRAIL-WAYS BUS TERMINAL BUILDING.



  
Notary

Notary ID No.: 7554380  
My Commission Expires: 10/31/22

GRIFFIN ESTATE, LLC

By: Faris

Al-Sanabani Faris, Managing Member

COMMONWEALTH OF VIRGINIA

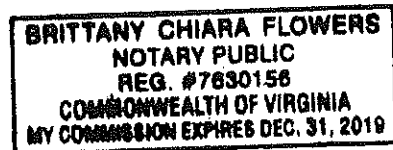
City of Petersburg

On this 11 day of July, 2019, Al-Sanabani Faris, Managing Member for Griffin Estate, LLC, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF 108 WASHINGTON STREET PETERSBURG, VIRGINIA TRAILWAYS BUS TERMINAL BUILDING.

Brittany Chiara Flowers  
Notary

Notary ID No.: 7630156

My Commission Expires: 12/31/2019

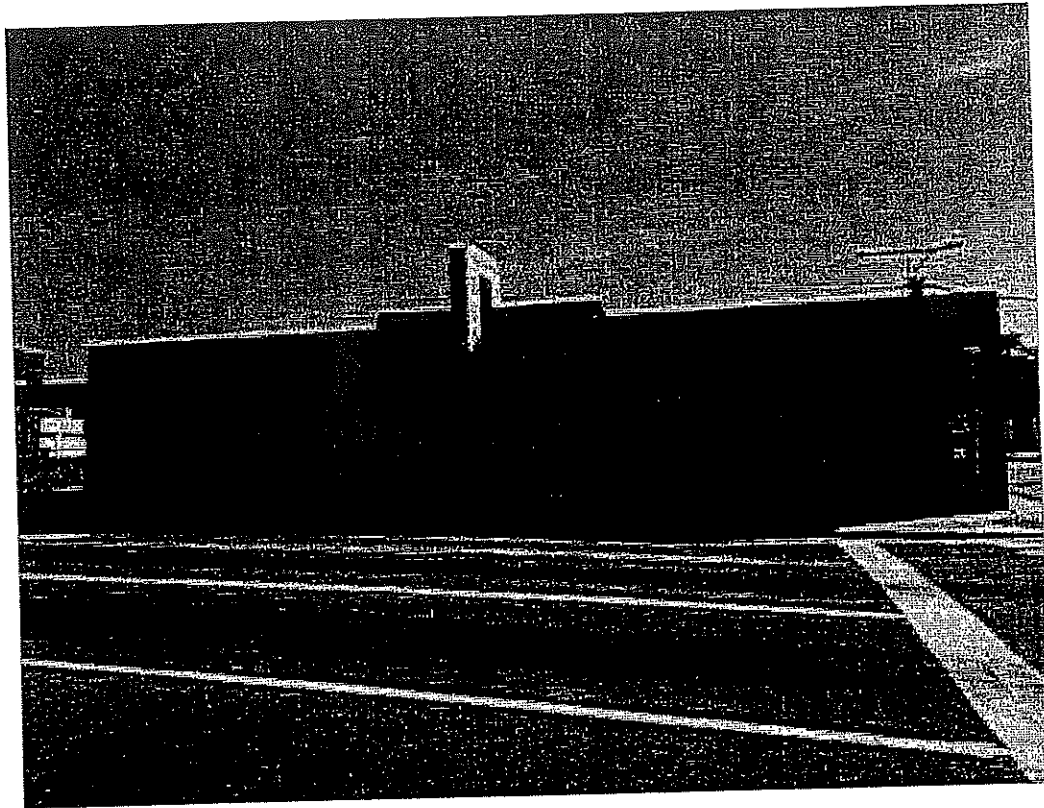




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# Cigar Dispatch

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ADAPTIVE RE-USE AND DEVELOPMENT  
OF  
108 WASHINGTON STREET  
PETERSBURG, VIRGINIA

— THE WAXS DISTRICT BUILDING



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### I. Project Summary

- a. Executive Summary
- b. Vision Statement
- c. Mission Statement
- d. Description of Product and Services

### II. Plan of Development

- a. Exterior
- b. Propose estimated schedule for phase one
- c. Propose estimated schedule for phase Two
- d. Propose estimated schedule for phase Three

### III. Financial Analysis

- a. Sources of Funding
- c. Rehabilitation Tax Credit Opportunities
- b. Financial Summary

### IV. Customer Base and Marketing Strategies



## PROJECT SUMMARY

### EXECUTIVE SUMMARY

COMPANY: Cigar Dispatch, LLC  
PROPERTY: 108 Washington Street, Petersburg, Virginia 23222

108 Washington Street is a historic rehabilitative development project proposed by Cigar Dispatch LLC as a retail business specialized in selling cigars, accessories and tobacco products in the city of Petersburg, Virginia. This location will merge retail, art and historic education into one space. Our competitive edge is top notch customer services, extensive product knowledge and prices that cater to all budgets. The price point and selection will range from the reasonable to the exclusive with a focus on cigar box sales and promotions. The quality of our selection is like no other – sourcing products from around the world and manufactured with the finest tobacco leaf and superior flavors. We will offer seating indoors as well as outdoors. While in our retail location, a customer will have the opportunity to spend a few hours engaging in good conversation, listening to music or watching TV while enjoying a small plate and a beverage. The planned retail location will attract customers from the neighboring Fort Lee, local universities, medical facilities and a nearby golf course. It is our goal to grow the business and establish the location as a cigar “destination” for tourists with the intent to expand, within a few years, into the manufacturing of cigar humidors. With the creation of new jobs and a new source of tax revenue, Cigar Dispatch will positively influence and contribute to the city of Petersburg’s growth and revitalization efforts.



#### VISION STATEMENT

Create an iconic retail destination where friendship, business, community and wealth converge.

#### MISSION STATEMENT

Build a pioneer destination in Petersburg that enhances the area's social and cultural landscape and creates jobs, contributing to the city's long-term plan for economic revival.

#### DESCRIPTION OF PRODUCTS AND SERVICES

- Cigars – high quality cigars
- Accessories - Pipes, tobacco products, cigar boxes, lighters, cutters and humidors
- Platform and/or space to gather – patrons will experience the intersectionality of enjoying cigars, networking and relaxation with in and outdoor seating
- Food
- Membership Clubs
- Cigar Events – networking events for cigar manufacturers and business owners.



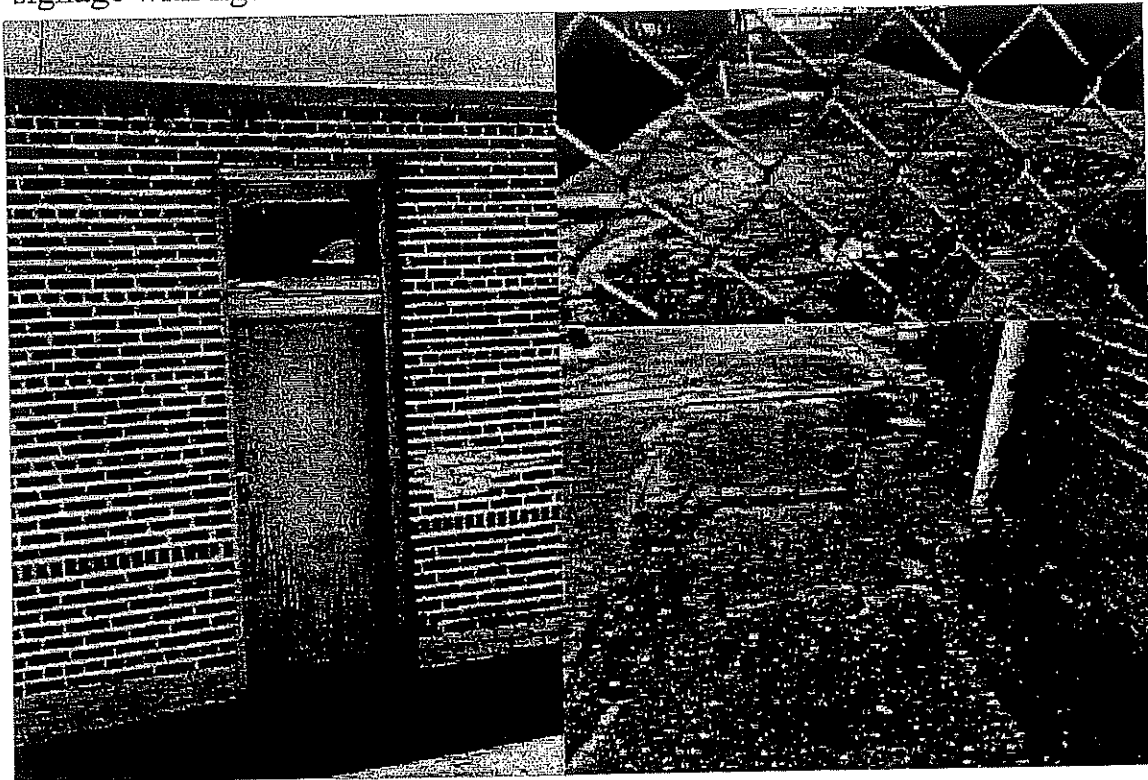


## PLAN OF DEVELOPMENT

The plan of development is to preserve the historical integrity of 108 Washington Street will not include any additions or major alterations. Instead the project's aim is to improve the location's aesthetic as it is a high-visible location for visitors upon entering Petersburg. When renovation is complete, the building's nostalgic architecture will support the Cigar Dispatch's brand as it employs a variety of themes: high-quality, luxury, original and the city's thriving past.

### *Exterior*

Brick on the outside of the building will be cleaned. Outside windows and signage with lights will be restored to reflect its original design.





# Proposed Estimated Schedule

## Phase One

August 2019 to August 2020

*Goal:* Place the building in service as efficiently as possible

*Work:*

1. Create existing conditions drawings (architect)
2. Evaluate mechanical equipment; repair, replace and update as required (mechanical engineer)
3. Evaluate electrical equipment; repair, replace and update as required (electrical engineer)
4. Evaluate roof; repair as required (roof consultant or architect)
5. Remove debris from building (owner or contractor)
6. Paint exterior as needed (contractor)
7. Paint interior as needed (contractor)
8. Design and install historic interpretive signage for interior (architect)

This phase of work focusses on the first floor, and the completion of code-compliant work (such as accessible restrooms), building systems (updates to the HVAC system), and overhead work (roof repairs and ceiling repairs). This allows for all of the code-required work to be accomplished to allow for opening, and calls for all of the building systems and overhead work – work that would require the closure of the business – to be completed by opening. As a result, on opening day, the building will be code-compliant, and subsequent work can be undertaken in such a way that the income-producing aspects of the business can remain on-line while subsequent work is underway.



# Proposed Estimated Schedule

## Phase Two

August 2020 to August 2021

*Goal:* Complete interior work on building

*Work:*

1. Design and construct basement lounge (architect and contractor)
2. Design and install interior storm windows (architect and contractor)
3. Design and construct site outdoor lounge area) (architect and contractor)
4. Revise first floor plan as needed (architect and contractor)
5. Repair and modify historic blade sign (architect and contractor)
6. Design and install additional signage, as needed (architect and contractor)
7. Design and install additional site lighting (architect and contractor)
8. Clean exterior of building (architect and contractor)
9. purchase furniture and inventory
10. Train staff

This phase of work focusses on expansion into the basement, and exterior and site improvements that would allow for expansion onto the site. The basement lounge expansion, and the site improvements (blade sign repairs, site lighting, site improvements and outdoor lounge area) can all be constructed without disrupting the income-producing activities on the first floor.



# Proposed Estimated Schedule

## Phase Three

### Optional

August 2021 to August 2022

- Goal:* Additional improvements and alterations, as dictated by use
- Work:*
1. Design and construct additional improvements (architect and contractor)
  2. Design and install additional site improvements (architect and contractor)

The third phase is intended as an opportunity for the owner to make any adjustments to building operations or site improvements to maximize income-producing activities, once the business has had time to adapt to the building. This phase – which may or may not be necessary – is a chance to apply any corrections to building inefficiencies that reveal themselves over time, or corrections to any building systems that may not have been apparent when the business first opened. If no corrections are necessary, this phase will not be needed.





## Financial analysis

### Source of Funds

Cigar Dispatch LLC will self finance the purchase and renovation of the of the building, in the amount of \$545,000. On three phases . The complete development costs of this project including the third phase and a one year operation budget and inventory is \$605,000. The funds for the project are as follows:

### Rehabilitation Tax Credit Opportunities

Since the station is listed on the VLR and the NRHP, any rehabilitation of the resource that meets the basis test and is undertaken according the Secretary of the Interior's Standards for Rehabilitation is eligible for a 20% federal tax credit, and a 25% state tax credit.

**however, it is our desire to start** work on the project as soon as possible, and to that end we may be used in service of a Rehabilitation Tax Credit project, or as a non-credit project, as we desire.

### FINANCIAL SUMMARY

Source	Amount	Percentage
Property Acquisition	\$135,000	22.3%
Renovation Pease I	\$130,000	21.5%
Ren, Fur, Fix, inv, ,Pease II	\$ 190,000	31.4%
Renovation Pease III	\$ 50,000	8.3
Owner's Operation exp ,etc....	\$100,000	16.5%
Total	605,000	100%



## CUSTOMER BASE AND MARKETING STRATEGY

Cigar culture promotes the cultivation of friendship. It fosters business connection, networking, and relaxation. Cigar Dispatch will encourage multi-cultural and multi-racial integration.

- Primary customers consists of military personnel including the Fort Lee population which consist of 5,000 people living on or near the base and more than 10,000 people whom work on site.
- Secondary customers consists of capitalizing on the traffic which exists as a result of multiple highways which pass right along the city of Petersburg - Interstate 95, Interstate 85 and Jefferson Davis Highway.
- Tertiary customers consists of natural populations which are already exist in the city, including but not limited to: educational centers in and around the city, golf courses, tourists, Virginia State University, Richard Bland College, and Southside Regional Medical Center.

The marketing strategy for Cigar Dispatch LLC will consist of the following:

- Highway Billboards, signs
- promotion: ads featuring that directs the end user to our comprehensive website
- Social media campaigns
- Media Coverage
- RVA Magazine Events Calendar
- Bus ads
- Music events, Art exhibitions, celebrations, and special events such as the annual Cigar Klatch. The Klatch is one of the largest gatherings in Virginia for cigar vendors and allows aficionados to learn more about the products and how they're manufactured
- Custom branded merchandise such as hats, shirts, accessories, etc.

Re: 108 E Washington street

faris sanaban <[sanabanifaris@gmail.com](mailto:sanabanifaris@gmail.com)>

Tue 10/11/2022 4:27 PM

To: Cynthia Boone <[cboone@petersburg-va.org](mailto:cboone@petersburg-va.org)>

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

Thank you Cynthia for your prompt answer. The lounge will be open in September 2023 .

On Tue, Oct 11, 2022 at 11:21 PM Cynthia Boone <[cboone@petersburg-va.org](mailto:cboone@petersburg-va.org)> wrote:

Good afternoon Faris, we are in receipt of your email. Can you specify your timeline of when the project will be completed and when the lounge is anticipated to open?

Thanks

*Cynthia Boone, MBA*

Project Manager

Department of Economic Development

[City of Petersburg, Virginia](#)

[30 Franklin Street, 3<sup>rd</sup> Floor](#)

Petersburg, Virginia 23803

Phone: 804-898-3645

Work Cell: 804-868-0947

*You must be the change you wish to see in the world- Gandhi*



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**From:** faris sanaban <[sanabanifaris@gmail.com](mailto:sanabanifaris@gmail.com)>

**Sent:** Tuesday, October 11, 2022 4:18 PM

**To:** Cynthia Boone <[cboone@petersburg-va.org](mailto:cboone@petersburg-va.org)>

**Subject:** 108 E Washington street

Members of the city council of Petersburg

Dear honorable city council members,

Greetings, I am writing to request a one-year extension for the development of [108 E Washington St Petersburg VA](#) old railway station.

This letter entails three parts , progress report, challenges that have faced the project, and our action plans.

We look forward to a favorable response to extend it for one year and we look forward to bringing this amazing project to fruition.

Progress report :

We have already made tremendous progress on the most important structural developments of the building, and have thus far invested over \$350,000.

Here are some of the main achievements so far:

- \* Design architecture has been completed.
- \* Restoration of the exterior windows metal frame of building is complete.
- \* Replacement plastic and fixing of all broken glass on doors, windows and more throughout the building are complete.
- \* Asbestos removal has been completed throughout the building and roof.
- \* Cleaning-up and development for the basement is complete.
- \* Clean-up and development for main floors are complete.
- \* Complete removal and installation of new roof for building.
- \* Custom-made beams to support the roof to bring bathroom doors up to code to allow for handicapped access.
- \* Special earthquake standard concrete for beams to be in compliance.
- \* Purchase of all security equipment and electrical infrastructure for installation.
- \* Started all electrical work for building.
- \* We have already purchased a number of high-end humidors , awaiting full installation.
- \* Massive purchase of over 400 premium cigar boxes including very rare and limited editions are being collected for the station.

Challenges that have faced the project :

Many of the challenges that have contributed to our need for an extension request have stemmed directly or indirectly from the pandemic, we were not immune to these setbacks in fact we got hit very hard. Everything changed as retail and supply companies were entirely halted, additionally, it was impossible for us to safely set a workforce that could move forward for much of the time. It was a very hard time for everyone but especially for people in building and renovation.

Since work has resumed and got running again the cost of supplies has grown exponentially, historically so. For a period supply-chain issues caused a backlog that was only aggravated when construction and manufacturing operations resumed and were suddenly all demanding resources at



the same time, unfortunately, these costs have only since increased with inflation.

Under normal circumstances this should not have been an issue but the aforementioned trends led us often to need essential equipment that was not available. An example of this is when we contracted the electrical company in Petersburg for our required switch box they had to apologize as it and more materials were simply not available and estimated a wait time of half a year to get it in. This was a challenge faced by many such projects around the world.

These circumstances created a bottleneck of jobs that created extensive wait time even to get quotations from professional companies, an example of this is when we reached out to Richmond AC company we were given a three-week wait period just to get a preliminary visit appointment.

High demand for contracting leading to exploitation and high costs of operations:

Because so many construction projects had to halt, when things did resume there was a massive demand in all types of construction jobs, this placed contractors in a position to capitalize unfairly charging higher for anything, costs have increased 30, 40, even 50% above usual . This greed has been a challenge and we have been navigating these increases in price while also insisting on finding the right professionals for the job.

Bank initially approved loan for over \$500,000 for this project, then withdrew after assessing the value of the building \_after\_ renovation to be less than 250,000, deeming it not worth investing in the City of Petersburg.

It took a long time from the time we submitted plans to the time we received approval from the City.

Action plans:

Despite challenges we already have electrical teams working their way, budget is available, self fund to finish the project these are the final major developments. Once these aspects are complete all the important groundwork will be done and the remainder will be much easier and faster cosmetic steps. We have made significant progress on the major parts, namely the foundation and structural developments on everything from roof to electrical.

We are very cognizant of the historic and cultural value of this building. We have accordingly been very delicate and careful to insure that it is preserved and treated to maintain its historic integrity, this has meant careful thought and near-surgical precision have been applied at all stages of development.

All the design and cosmetic details have been mapped out and are ready for execution, many of those parts have already been purchased, things like humidors, furniture, lights, etc. Because of this, we know we will be able to move forward much faster soon.

Best regards  
Faris sanabani

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# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager  
Tangela Innis, Deputy City Manager  
Brian Moore, Director of Economic Development

**FROM:** Reginald Tabor

**RE:** **Consideration of a resolution supporting the efforts to use the Resilience Adaptation Feasibility Tool (RAFT) to enhance resiliency in Petersburg. (Page 259)**

**PURPOSE:** To consider a resolution supporting the efforts to use the Resilience Adaptation Feasibility Tool (RAFT) to enhance resiliency in Petersburg.

**REASON:** To comply with procedures for adopting resolutions and officially supporting an issue.

**RECOMMENDATION:** It is recommended that the City Council adopts the resolution supporting the RAFT.

**BACKGROUND:** The Resilience Adaptation Feasibility Tool (RAFT) is a collaborative, community-driven process and full-service tool developed to help Virginia's coastal localities improve resilience to flooding and other coastal storm hazards while striving to thrive both economically and socially. A multi-university, interdisciplinary academic partnership initiated The RAFT in 2015 to create an assessment and response decision framework to assist coastal communities in evaluating risks to coastal flooding, prioritizing action to increase resilience, and identifying sources of technical assistance and funding.

The RAFT Team is a three-university partnership that includes: The University of Virginia Institute for Engagement & Negotiation (IEN); The William & Mary Law School Virginia Coastal Policy Center (VCPC) and The Old Dominion University Institute for Climate Adaptation and Resilience (ICAR) and works in partnership with the Crater Planning District Commission (CPDC).

The RAFT Team has worked in communities throughout the Commonwealth, including Cape Charles, Portsmouth, Gloucester in 2017-2018, Eastern Shore Communities in 2018-2019, Northern Neck Communities in 2019-2020, Middle Peninsula Communities in 2021-2022, and the Crater Communities of Hopewell and Petersburg in 2022-2023.

The RAFT is an 18-month community-driven resilience planning and action support process that includes three parts, Part 1: An independent assessment of locality resilience by the university partnership using a scorecard

that covers resilience in the locality, Part 2: Developing one-year resilience action priorities by, first, sharing findings and opportunities for building resilience with locality leadership (City Council, City Manager), Part 3: Implementation of resilience projects over a 12-month period to build resilience. The assessment areas include: 1) policy leadership, and collaboration; 2) risk assessment and emergency management; 3) infrastructure; 4) planning; and 5) community engagement, health, and wellbeing.

The primary goal of the RAFT is to help establish a resilient community that is able to anticipate, adapt, endure, and thrive in the face of change, uncertainty, and adversity. Objectives of the effort include providing support to new networks and connections among local organizations for building on community strengths to improve resilience planning and responsiveness, and to support a focus on increasing social equity in resilience planning and implementation.

This is a resolution of support for the efforts of the RAFT to enhance the resilience of the City of Petersburg.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Crater Planning District Commission

**AFFECTED AGENCIES:** Public Works and Utilities, Economic Development, Planning and Community Development

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

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

**ATTACHMENTS:**

1. 1213\_2022ResolutionRAFT
2. RAFT Petersburg Presentation\_13Dec2022



**A RESOLUTION SUPPORTING THE EFFORTS TO USE THE RESILIENCE ADAPTATION FEASIBILITY TOOL (RAFT) TO ENHANCE RESILIENCY IN PETERSBURG**

**WHEREAS**, the Resilience Adaptation Feasibility Tool (RAFT) is a collaborative, community-driven process and full-service tool developed to help Virginia’s coastal localities improve resilience to flooding and other coastal storm hazards while striving to thrive both economically and socially; and

**WHEREAS**, A multi-university, inter-disciplinary academic partnership initiated The RAFT in 2015 to create an assessment and response decision framework to assist coastal communities in evaluating risks to coastal flooding, prioritizing action to increase resilience, and identifying sources of technical assistance and funding; and

**WHEREAS**, the RAFT Team is a three-university partnership that includes: The University of Virginia Institute for Engagement & Negotiation (IEN); The William & Mary Law School Virginia Coastal Policy Center (VCPC) and The Old Dominion University Institute for Climate Adaptation and Resilience (ICAR); and

**WHEREAS**, the RAFT Team works in partnership with the Crater Planning District Commission (CPDC); and

**WHEREAS**, the RAFT Team has worked in communities throughout the Commonwealth, including Cape Charles, Portsmouth, Gloucester in 2017-2018, Eastern Shore Communities in 2018-2019, Northern Neck Communities in 2019-2020, Middle Peninsula Communities in 2021-2022, and the Crater Communities of Hopewell and Petersburg in 2022-2023; and

**WHEREAS**, the RAFT is an 18-month community-driven resilience planning and action support process that includes three parts, Part 1: An independent assessment of locality resilience by the university partnership using a scorecard that covers resilience in the locality, Part 2: Developing one-year resilience action priorities by, first, sharing findings and opportunities for building resilience with locality leadership (City Council, City Manager), Part 3: Implementation of resilience projects over a 12-month period to build resilience; and

**WHEREAS**, the assessment areas include: 1) policy leadership, and collaboration; 2) risk assessment and emergency management; 3) infrastructure; 4) planning; and 5) community engagement, health, and wellbeing; and

**WHEREAS**, objectives of the effort include providing support to new networks and connections among local organizations for building on community strengths to improve resilience planning and responsiveness, and to support a focus on increasing social equity in resilience planning and implementation; and

**WHEREAS**, the primary goal of the RAFT is to help establish a resilient community that is able to anticipate, adapt, endure, and thrive in the face of change, uncertainty, and adversity.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Petersburg does hereby support the efforts of the RAFT to enhance the resilience of the City of Petersburg.

# The RAFT

Resilience Adaptation Feasibility Tool

PRESENTED BY:  
Tanya Denkla Cobb, IEN  
Nicole Hutton, ODU



# THE RAFT GOAL

*To help Virginia's coastal localities  
improve resilience to flooding and other coastal storm hazards while  
striving to thrive both economically and socially.*



# THE RAFT VALUES



- Community in the driver's seat
- Community-driven strategies
- Adapt support to each locality's needs
- No cost to community (funded by grants)



# THE RAFT FUNDING

Jessie Ball duPont Fund

Virginia Environmental Endowment

Virginia Department of Environmental Quality  
(DEQ) Coastal Zone Management Program (CZM)

General staff funding:

- Commonwealth Center for Recurrent Flooding Resiliency
- UVA Institute for Engagement & Negotiation
- Virginia Sea Grant



Virginia  
Environmental  
Endowment

*The RAFT is still seeking funding from local community foundations to support the implementation phase!*

# THE RAFT Focusses on Under-Resourced Localities



2015-16 Research, development of The RAFT

2017-18 Three Pilot Localities (Town, City, County)

2018-19 Eastern Shore of Virginia PDC – 7 localities

2019-21 Northern Neck PDC – 8 localities

➤ 2022-23 Middle Peninsula PDC – 6 localities

➤ 2022-23 Crater PDC – 2 localities (possible interest in more)

# THE RAFT PROCESS



## 3 Step Process

### 1. ASSESSMENT

- The RAFT Resilience Scorecard
- Qualitative Assessment with Community Interviews & Focus Groups

### 2. SETTING PRIORITIES

- Resilience Action Workshop
- 1-Yr Resilience Action Checklists
- Locality Implementation Teams

### 3. IMPLEMENTATION

- Ongoing Support & Assistance

# STEP 1: THE RAFT SCORECARD

## Petersburg's Score

Category	Score Received	Possible Score
1) LOCALITY LEADERSHIP, POLICY, AND COLLABORATION	7	20
2) RISK ASSESSMENT AND EMERGENCY MANAGEMENT	16	20
3) INFRASTRUCTURE RESILIENCE	6	20
4) PLANNING FOR RESILIENCE	9	20
5) COMMUNITY ENGAGEMENT, HEALTH, AND WELL BEING	8	20
<b>Total Score:</b>	<b>46</b>	<b>100</b>



# WHAT DOES THE SCORE MEAN?

## **Low Resilience:** Less than 50

There are plenty of opportunities for improvement. The locality should decide whether it will be more beneficial to achieve the least difficult improvements first, or to tackle more challenging problems. The key is to decide which of these approaches makes the most sense, as the locality develops their Resilience Action Checklist.

## **Moderate Resilience:** 50-74

The locality is actively involved in coastal resilience planning and has achieved some success. There are still opportunities for strengthening resilience. The Resilience Action Checklist should focus on weak categories and anticipate moderate to difficult improvements.

## **High Resilience:** 75 or More

Locality is well prepared! There may still be room for resilience and the Resilience Action Check list may focus on ways to improve resilience and further engage residents. Examples of locality policies, plans, and activities may assist other localities in the region and beyond.

## TOP STRENGTHS (Earned 4 out of 4 points)

### **Risk Assessment & Emergency Management**

Flood Exposure and Vulnerability Assessment

Hazard Mitigation

Resident Emergency Preparedness

# TOP Opportunities (Earned 0 out of 4 points)

## **Locality Leadership, Policy, and Collaboration**

Adaptive Management

NFIP's Community Rating System

## **Infrastructure**

Critical Transportation Infrastructure

## **Planning for Resilience**

Natural Resource Preservation

## **Community Engagement, Health, and Well-being**

Providing Resilience Information to the Public

## **STEP 1:**

### **Community Interviews and Focus Groups – Strengths Identified**

- **Nonprofit collaboration with each other and municipality**
- **Integrating small businesses and industries (e.g. energy and Fort Lee)**
- **Municipal programs involvement in disaster recovery and planning**
- **Local ordinances and comprehensive plans**
- **Incentives, information, and funding for adaptation and education**
- **Invest in community organization staff and farmers of color**
- **Leverage and expand library, shelter, and mentoring programs**



## **STEP 1:**

### **Community Interviews and Focus Groups – Opportunities Identified**

- **Adapt bridges, septic / sewer / drinking water systems**
- **Increase open space for recreation including trails and tree cover**
- **More industries, jobs, and trainings to retain talent**
- **Revitalized public transportation and downtowns**
- **Food security**
- **Holistic healthcare access for the homeless, youth, and mothers**
- **Assessment and engagement with bi-lingual and mobile options**
- **Data-driven processes of community feedback and needs assessments**

## STEP 2: SETTING PRIORITIES

### •Community Workshop

- Currently planning for February 2023
- Participants develop up to 5 Priority 1-Yr Resilience Actions
- Actions drawn from Scorecard and Community findings
- Examples might include:
  - \* Create an ongoing community stakeholder resilience committee
  - \* Develop plan for vulnerable transportation infrastructure
  - \* Develop healthcare access plan for youth, mothers, homeless
  - \* Develop bi-lingual mobile options engagement, assessment
  - \* Develop natural resource protection plan



## OUR ASK

The RAFT team is committed to working with your locality to advance your community's resilience

What we need for The RAFT to be successful in your locality:

Council representation at February Resilience Workshop

Suggestions for key groups and community leaders/ influencers to be invited to Workshop

## STEP 3: IMPLEMENTATION – WITH ASSISTANCE FROM THE RAFT TEAM

- **RAFT provides monthly coordination/ support calls** for Implementation Team
- **Networking and Technical Assistance** over one year in implementing Resilience Action Checklist items such as:
  - Development of communication products
  - Development of policy and legal analysis
  - Development of model ordinances and Comprehensive Plan language
  - GIS mapping, asset mapping, other maps
  - Connection to needed experts (e.g., engineers or planners)
  - Facilitation, presentations, community engagement, surveys



# THE RAFT CONTACTS

Jessica Whitehead, Ph.D.  
[jcwhiteh@odu.edu](mailto:jcwhiteh@odu.edu)

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Sierra Gladfelter  
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**VISIT THE RAFT WEBSITE:** <https://raft.ienvirginia.edu/>





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 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:** Consideration of a “Fleets Branch Stream Restoration” Project – Memorandum Of Understanding (MOU). (Page 278)

**PURPOSE:** The “Fleets Branch Stream Restoration” is now fully funded and appropriated; however, the National Fish and Wildlife Foundation (NFWF) requires that the City of Petersburg and Virginia State University (VSU) enter into a Memorandum of Understanding (MOU) to document and clarify the responsibilities of both parties.

**REASON:** To ensure that the “Fleets Branch Stream Restoration” project complies with all requirements of the executed grant agreement.

**RECOMMENDATION:** It is recommended that the City Council authorizes the City Manager to execute the attached Proposed MOU for the “Fleets Branch Stream Restoration” project.

**BACKGROUND:** As a Phase II Municipal Separate Storm Sewer System (MS4), the City of Petersburg is required to reduce stormwater pollutants discharged to receiving waters, known as the Total Maximum Daily Load (TMDL), as part of its MS4 General Permit administered by DEQ. These TMDL reduction requirements set by DEQ include a 40% pollutant reduction by June 30, 2023. Virginia State University, also an MS4 entity, begun a stream restoration project for Fleets Branch (Phase 1); however, VSU did not need the additional pollutant removal credits to complete the project (Phase 2). On the other hand, the City of Petersburg is in significant need of pollutant removal opportunities due to the land cover, topography, and ownership challenges specific to the City. Therefore, a collaborative effort was envisioned between the two MS4's where the stream restoration project could be completed with combined financial assistance from both the NFWF Grant and Petersburg funding and the resulting pollutant removal credits would be given to Petersburg to help meet its TMDL goals. Because of the collaborative nature of this project and the resultant need for cooperation between the City of Petersburg and VSU, an MOU is required by the grantor (NFWF) to ensure that all grantee responsibilities are covered, and the two entities permanently codify the term of their relationship with respect to these responsibilities. The City Manager needs to be authorized by Council to execute the attached Proposed MOU so that this grant project (fully funded with the final appropriation approved by Council on September 20, 2022) can move forward.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** National Fish and Wildlife Foundation (NFWF), Virginia Department of Environmental Quality (DEQ)

**AFFECTED AGENCIES:** Department of Public Works and Utilities

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

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

**ATTACHMENTS:**

1. VSU\_Petersburg MOU\_ Stream Restoration 11

**MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF  
FLEETS BRANCH PHASE 2 STREAM RESTORATION  
BETWEEN VIRGINIA STATE UNIVERSITY AND CITY OF PETERSBURG, VA**

As evidenced by the authorized signatures of the Chief Financial Officer of Virginia State University (“VSU”) and the City Manager of the City of Petersburg (“CITY”), this Memorandum of Understanding (MOU) is to establish a collaboration to implement restoration of a portion of Fleets Branch, presently defined in the Engineering Drawings titled *City of Petersburg & Virginia State University Fleet’s Branch Phase 2 Stream Restoration*, dated July 16, 2021, incorporated by reference into this agreement. The proposed limits of disturbance are included as Exhibit A of this agreement. The parties have agreed to the following terms and conditions:

**I. Background**

1. Both VSU and the City are registered permit holders of the General VPDES Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems (“MS4 Permit”), and as such, are required to provide stormwater pollutant reduction measures to meet the Chesapeake Bay TMDL, as prescribed by the MS4 Permit. VSU has documented the intent to restore Fleets Branch from River Road to the downstream property limits in its TMDL Action Plan and subsequent Annual Reports. In 2017, VSU commissioned design of restoration of approximately 2,000 LF of Fleets Branch on campus which is anticipated to result in 773.87 lbs of total nitrogen reduction, 195.29



lbs of total phosphorus reduction, and 67,329 pounds of total sediment reduction to the Chesapeake Bay and its tributaries the James River and the Appomattox River.<sup>1</sup> As of November 20, 2020, VSU has completed construction of the Base Bid portion of the project (Phase 1, 993 LF) and is presently in the post-construction monitoring phase for that portion of the project. Construction of Phase 2 is estimated to cost approximately \$1.5M.

2. The pollutant removal potential of the entire project and associated credit toward progress with meeting the Chesapeake Bay TMDL exceeds the requirements for which VSU is responsible. However, the University wishes to complete construction for the entire limits (approximately 2,000 LF) as initially planned and designed. Based on initial agreements and communication between VSU and the City, a collaboration was established, whereby the City agreed to fund construction of Phase 2 in exchange for pollutant of concern (POC) reduction credits associated with the corresponding portion of the stream restoration project. This approach was found to be a cost-effective manner for the City to demonstrate progress toward meeting their Chesapeake Bay TMDL requirements. Based on initial agreements and as documented with a Letter of Support from VSU, the City submitted a grant application to the National Fish and Wildlife Foundation and was awarded \$500,000 to cover a portion of the construction project, including design amendments for Phase 2. The City has also applied for Stormwater Local

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<sup>1</sup> Determined per Protocols 1 & 2 of the “Recommendations of the Expert Panel to Define Removal Rates for Individual Stream Restoration Projects” approved with revisions in 2014 referenced in “DEQ Guidance Memo No. 15-2005.”

Assistance Funding from Virginia Department of Environmental Quality to continue progress toward funding the Phase 2 of Fleet's Branch Stream Restoration.

3. Though the Chesapeake Bay TMDL has a deadline for progress of 2025, Virginia's Watershed Implementation Plan specified a timeline consistent with the MS4 Permits, which were written to require 5% progress by June 30, 2018, 40% progress by June 30, 2023, and the anticipated final 100% progress by June 30, 2028; however, the third term and associated permit has not yet been drafted or become regulation. Therefore, requirements are planned and subjective; thus, VSU reserves the right to ensure its permitted requirements are met before distributing or sharing with the City the remainder of the credits. Further, the credit process is evolving with new updates from the Chesapeake Bay Program and Guidance by the DEQ; therefore, documented pollutant removal reductions, as specified on the cover sheet of the reference plans, are subject to change as design amendments and construction of the Phase 2 progresses.

## **II. Design & Construction**

4. The City will fund, through grant or Special Revenue Fund (Stormwater) the cost for design amendments, construction, and construction administration of the ***City of Petersburg & Virginia State University Fleet's Branch Phase 2 Stream Restoration*** project, plan dated July 16, 2021, incorporated by reference into this agreement. The proposed limits of disturbance are presented in Exhibit A. VSU will provide, at no cost to the City, the project site (no transfer of ownership shall take place)

and will allow the City future access to the site as needed for inspections and monitoring associated with construction and environmental permit requirements.

5. The City will hire a contractor in accordance with the requirements of the Virginia Public Procurement Act to perform design amendments for the project. This scope of work will also include construction administration, construction oversight, and construction inspection by the Contractor to ensure that the project is implemented in accordance with the approved construction plans and consistent with the Base Bid portion of the project, recently completed. VSU will be provided the opportunity to review and comment on the scope of work.

6. The City will publicly bid the completed project and will include a VSU representative on the contractor selection panel.

7. VSU will provide full time construction management services to ensure implementation of the project in accordance with state requirements at no cost to the City. The City may provide a construction inspector and/or project manager to represent City interests at no cost to VSU.

### **III. Review & Approvals**

8. The City shall be responsible for covering the cost for engineering review services at no cost to VSU, which includes a third-party review for conformance with VSU's Annual Standards and Specifications for Stormwater and Erosion and Sediment Control, SWPPP development, and coordination with DEQ for consistency with SLAF

requirements, VSMP Construction General Permit, and MS4 Permitting/CBTMDL crediting.

9. VSU shall handle any coordination with the Division of Engineering and Buildings (DEB) as necessary during the review and approval process at no cost to the City.

#### **IV. Maintenance & Monitoring**

10. The City will be responsible for the cost associated with ensuring that any environmental monitoring associated with the project as determined during the design and environmental permitting process is completed by qualified personnel during construction. Monitoring periods deemed by the US Army Corps of Engineers typically extend through Year 2 post-construction, sometimes through Year 3 and can extend up to five or more years, before the project is deemed stable and is released by the Corps. Until such time as the project is deemed stable and released from environmental monitoring requirements, the City will be responsible for maintenance or repairs, should they be deemed necessary.

11. Once the project has been deemed stable and released from environmental permitting monitoring, VSU will be responsible for the long-term maintenance of the project, post-construction.



## **V. General**

12. VSU and the City may conduct periodic reviews of this Memorandum of Understanding as deemed necessary. Changes of this Memorandum of Understanding shall be in writing and approved by the signatories or their successors.

13. Participation in this MOU by the City is subject to appropriation by City Council. Should Council fail to appropriate necessary funds, this MOU shall be deemed null and void, and the City shall have no further obligation without recourse. Either party may terminate this MOU with or without cause upon written Notice of thirty (30) days to the other party, which shall be effective upon delivery. Upon delivery of such Notice the parties shall have no further obligation under this MOU without recourse. Such Notice may be delivered via First Class Mail or electronic delivery as follows:

### **To the City:**

CITY OF PETERSBURG, VA

Attn: John M. Altman, Jr. City Manager (or successor in office)

135 N. Union Street

Petersburg, VA 23803

(with copy to)

CITY OF PETERSBURG, VA

Attn: Anthony C. Williams, City Attorney (or successor in office)

135 N. Union Street

Petersburg, VA 23803

**To VSU:**

Virginia State University  
Attn: Jane S. Harris, AVP Capital Outlay/Facilities  
1 Hayden Drive  
Virginia State University 23806 (with copy to)  
Virginia State University  
Attn: Contract Administration  
1 Hayden Drive, Virginia Hall Room 112  
Virginia State University 23806

14. This document represents the entire agreement between the parties concerning the matters described herein. Any prior or subsequent agreement concerning these matters that is not reduced to a written Addendum to this MOU and signed by all parties is hereby declared to be null and void.

15. This document was drafted by VSU and shall be construed accordingly under Virginia law with respect to any ambiguities which may be determined to exist in the document.

16. This document shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this MOU shall be litigated solely in the courts of the Commonwealth.

17. If any provision of this MOU is found by a Court of competent jurisdiction to be invalid, void or illegal, then it is the intention of the parties hereto that such provision be given effect to the extent lawful and reasonable or, if such provision cannot be lawfully

given any effect, then stricken from this MOU, and this MOU, as so modified, shall remain in full force and effect.

18. VSU and the City expressly agree that there are no intended third-party beneficiaries to this Memorandum of Understanding.

VIRGINIA STATE UNIVERSITY

By: \_\_\_\_\_  
Kevin Davenport – Senior Vice President for  
Administration and Finance

Date: \_\_\_\_\_

CITY OF PETERSBURG

By: \_\_\_\_\_  
John M. Altman, Jr.  
City Manager

Date: \_\_\_\_\_



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Joanne Williams

**RE:** Consideration of a resolution supporting the Virginia America 250 Commission. (Page 288)

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**PURPOSE:** To have a resolution from city council supporting the Virginia America 250 Commission.

**REASON:** To have a resolution from city council supporting the Virginia America 250 Commission.

**RECOMMENDATION:** City Council approve the resolution supporting the Virginia America 250 Commission.

**BACKGROUND:** See attached resolution.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**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. RESOLUTION VA250 (1)



RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF CITY COUNCIL OF THE CITY OF PETERSBURG RELATING TO THE  
SUPPORT OF THE VIRGINIA AMERICA 250 COMMISSION

RECITALS:

A. The Petersburg City Council is dedicated to the furtherance of economic development and tourism in Petersburg and Virginia

B. The Virginia America 250 Commission (VA250) was created in 2020 by the General Assembly for the purpose of preparing for and commemorating the 250<sup>th</sup> anniversary of Virginia's participation in American independence

C. VA250 has requested that each locality form a committee to aid in planning for the commemoration period.

WHEREAS, the City of Petersburg will form a local VA250 committee;

WHEREAS, the committee will plan and coordinate programs occurring within the locality and communicate regularly with VA250;

WHEREAS, the Petersburg City Council wishes to undertake this endeavor with VA250 to promote and commemorate this important historic milestone.

NOW, THEREFORE, BE IT RESOLVED BY PETERSBURG CITY COUNCIL:

1. Petersburg City Council hereby desires to support the Virginia America 250 Commission and their efforts to commemorate the 250<sup>th</sup> anniversary of Virginia's participation in American independence.
2. Petersburg City Council will form a committee to aid in the planning for the commemoration period.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL) A COPY TESTE: \_\_\_\_\_

Name

Title



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022

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

**THROUGH:** March Altman, Jr., City Manager

**FROM:** Terrell Robinson

**RE:** **Consideration of a resolution of support for Richard Bland College transition to an independent governance structure. (Page 290)**

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**PURPOSE:** To support Richard Bland College transition.

**REASON:** To support Richard Bland College transition.

**RECOMMENDATION:** For city council to approve the resolution supporting Richard Bland College transition to an independent governance structure.

**BACKGROUND:** See attached resolution.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**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. City of Petersburg, VA - Resolution of Support for Independent Governing Board

**RESOLUTION OF SUPPORT FOR RICHARD BLAND COLLEGE  
TRANSITION TO AN INDEPENDENT GOVERNANCE STRUCTURE**

**WHEREAS**, Richard Bland College was established in 1960 as one of five separate institutions, each overseen by an entity then known as the Board of Visitors of the Colleges of William and Mary;

**WHEREAS**, the General Assembly subsequently granted three of those institutions independent governing boards, and those institutions exist today as Old Dominion University, Virginia Commonwealth University, and Christopher Newport University;

**WHEREAS**, Richard Bland College has responded to General Assembly directives in place since 2014 to model collaborative, innovative approaches to education that would yield improved attainment of higher education—and attendant credentials—for Virginia citizens and robust economic development for the Commonwealth;

**WHEREAS**, the 2022 General Assembly directed Richard Bland College to present a report by November 1, 2022, on “steps necessary to transition to an innovative model for higher education that prepares citizens for jobs in high-demand fields and industries critical to the economic development of the Petersburg area, Virginia Gateway Region and Commonwealth of Virginia”;

**WHEREAS**, on November 1, 2022, a report entitled *Richard Bland College: A Model for Higher Education Innovation* was submitted to the House and Senate Education and Finance Committees of the General Assembly;

**WHEREAS**, the report submitted on November 1, 2022, defines Richard Bland College as an innovative, hybrid model for higher education in Virginia and posits that, as such, the College requires a dedicated, independent Board of Visitors;

**WHEREAS**, the Board of the College of William & Mary in Virginia expressed its unanimous support for Richard Bland College’s proposed governance transition in a resolution dated November 17, 2022;

**WHEREAS**, the College intends to pursue legislation during the 2023 General Assembly session that would grant Richard Bland College a dedicated governing board without elevating its degree status;

**NOW THEREFORE BE IT RESOLVED**, the City of Petersburg, VA City Council supports Richard Bland College’s proposed transition to a dedicated, independent governance structure.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022  
**TO:** The Honorable Mayor and Members of City Council  
**THROUGH:** March Altman, Jr., City Manager  
**FROM:** Jim Reid  
**RE:** **Presentation on Code Enforcement Efforts. (Page 292)**

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**PURPOSE:** For informational purposes.

**REASON:** For informational purposes.

**RECOMMENDATION:** For informational purposes.

**BACKGROUND:** See attached PowerPoint.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**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. Presentation Fall 2022



A close-up, slightly blurred photograph of a workspace. In the foreground, a white ceramic mug is partially visible on the left. Behind it, a silver laptop is open. In the center, a spiral-bound notebook with lined pages lies flat. A black pencil rests horizontally across the notebook. A green paperclip and a green pushpin are also on the notebook. To the right of the notebook, a white ruler with black markings is visible. The background is a light-colored desk surface.

# Neighborhood Services Renovation & Demolition Updates



**A Picture is worth a  
thousand words.**





**A Picture is worth a  
thousand words.**





**A Picture is worth a  
thousand words.**





**A Picture is worth a  
thousand words.**





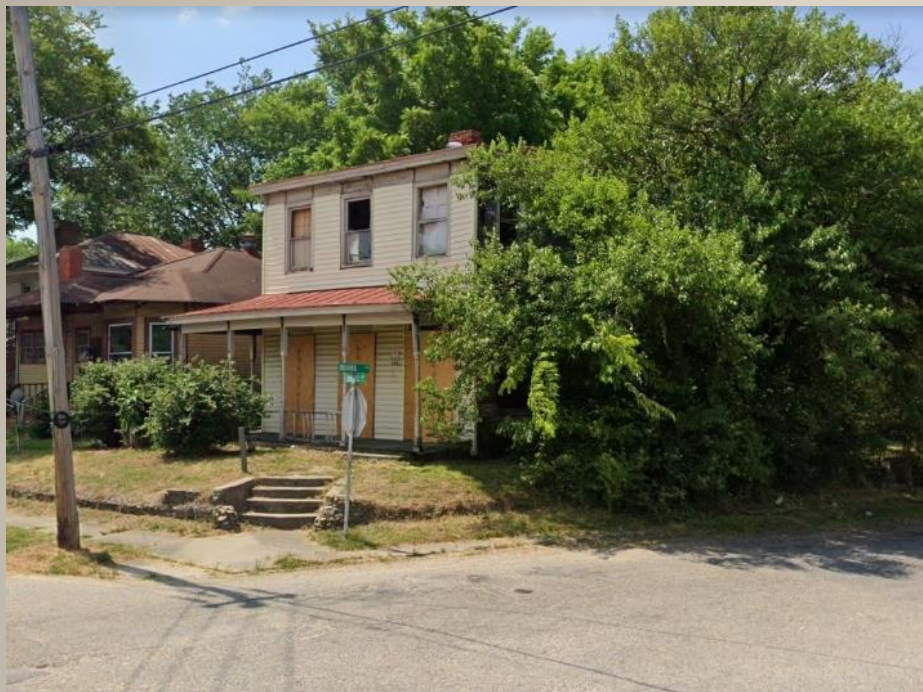
**A Picture is worth a  
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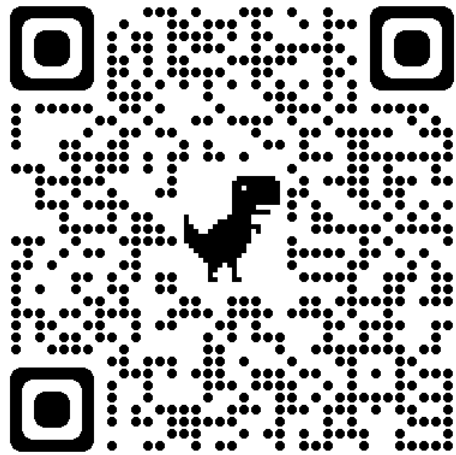


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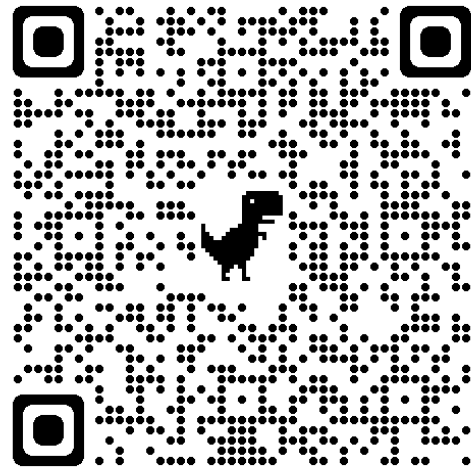
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**Plans Review**

**Work with us!**

**Use your phones  
camera to scan the  
QR codes and apply.**



**Property Maintenance Inspector**

**Any Questions?**





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** December 13, 2022  
**TO:** The Honorable Mayor and Members of City Council  
**THROUGH:** March Altman, Jr., City Manager  
**FROM:** Dominion Energy  
**RE:** **Presentation from Dominion Energy on Smart Meters. (Page 349)**

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**PURPOSE:** For informational purposes.

**REASON:** For informational purposes.

**RECOMMENDATION:** For informational purposes.

**BACKGROUND:** See attached.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 12/13/2022

**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. Smart Meter Presentation - Dec 7 3a edits (1)



# Smart Meter Update

## Dominion Energy Virginia



# Safety – Our first and most important value

Protecting our employees, customers and communities always comes first.

We prioritize safety ahead of everything else, because nothing else can succeed without it.



# Benefits of Smart Meters

## **Faster outage detection and power restoration -**

Smart meters notify us when your power goes out (even when you're not home) and when it has been restored.

**Detailed Energy Usage** - Customers can log into their Dominion Energy "Manage Account" to receive more detailed energy usage enabling them to take control of how and when they use energy.

**Healthier environment** – Smart meters can be operated remotely, without having to send a representative to your home.

## **Improved grid operations**

Smart meter information helps to improve grid operations and assist with the integration of distributed energy resources, such as solar energy.

### **How it works**

The smart meter system enables remote two-way communication between the meter and Dominion Energy.



**Home or Business**



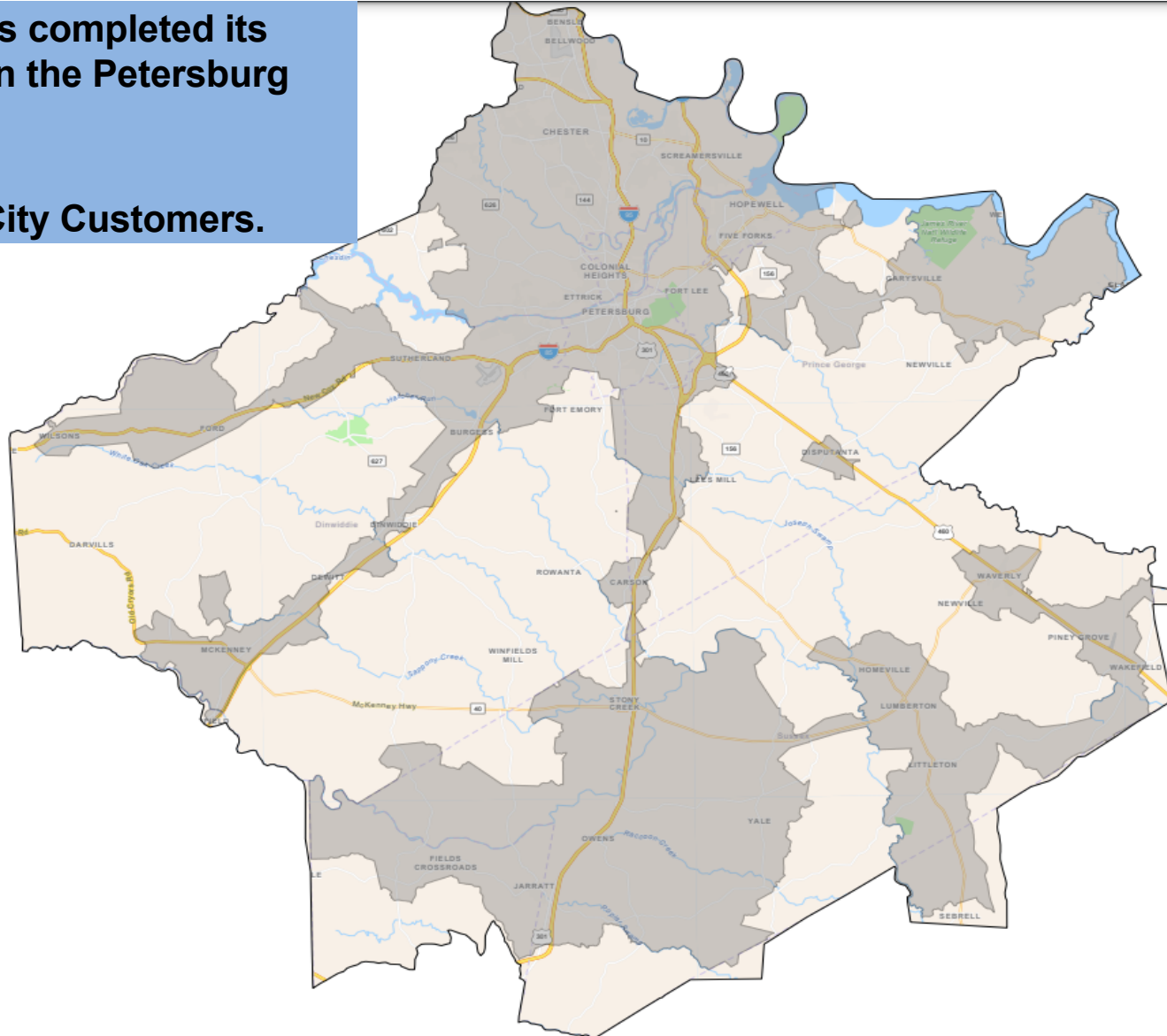
**Router**



**Dominion Energy**

# Petersburg District Office Footprint

- Dominion Energy Virginia has completed its installation of smart meters in the Petersburg District Office.
- Includes 19,111 Petersburg City Customers.




# Customer Communications

## Petersburg District Office

- **Postcard** mailed 2-3 weeks prior to installation
- **Door hanger** provided day of deployment
- **Website updates**
  - Factsheets, videos
  - Opt-out information (residential only)
- **Customer Service** agents available to answer questions and schedule exchanges (Aclara) where access is an issue





By upgrading to new, advanced metering technologies, we're investing in our infrastructure and in our customers.


Date \_\_\_\_\_

☐ A utility service representative upgraded the electric meter today. If you have any questions or concerns related to the meter exchange, please call:  
866-566-6436 | 8 AM to 5 PM, Monday to Friday

☐ A utility service representative stopped by today to upgrade the electric meter. However, the meter could not be exchanged due to:


To discuss the issue and reschedule the meter upgrade, please call:  
844-562-9472 | 8 AM to 5 PM, Monday to Friday  
8 AM to 5 PM, Saturday

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**Transforming Virginia's Future**

We are delivering for our customers, with bold targets for reducing carbon, adding renewable energy resources and transforming the electric grid for more reliable service that meets our customers' evolving needs.

 **Smart Meters improve service and provide several benefits:**

Detailed energy usage -- Once your Smart Meter has been active for one billing month, you can review a comprehensive breakdown of how and when you use energy by visiting [dominionenergy.com/MYA](http://dominionenergy.com/MYA) and logging into your account.

- **Remote Meter Readings** -- We will be able to remotely collect meter readings daily and ensure that your meter is working properly.
- **Service Restoration Status** -- Smart Meters can notify us when your power goes out and when it has been restored.
- **Healthier Environment** -- Remote data collection means fewer trucks on the road, reducing emissions and benefiting the environment.
- **Remote Operations** -- Smart Meters will help you save time if you move or transfer service by allowing us to remotely turn your electric service on and off without having to send someone to your home or business.

 [DominionEnergy.com/SmartMeter](http://DominionEnergy.com/SmartMeter)



# Radio Frequency

## Facts about Smart Meters and RF Technology:



- Smart meters are safe
- Smart meters are NOT on all the time
- The smart meter transmitter is distant
- **In the home, a smart meter RF level is over 100,000 times below the Federal Communication Commission limit**

# Website & Educational Materials



Home > Projects & Facilities > Electric Projects

## Smart Meter Upgrades Virginia

Smart meters make it possible to deliver better reliability and provide you with more control over your energy use



Smart Meters:  
**Radio Frequency Facts**

Smart meters are a safe part of everyday life. Just like other devices in your home, they safely provide the convenience (and potential savings) you like.\*



It makes sense to carefully consider the potential impacts of everything you bring into your home, as well as items like smart meters that are typically placed outside. We think it's important you know the facts about smart meters and RF technology:

- FACT: Smart meters are safe.**

They comply with all relevant Federal Communications Commission (FCC) health and safety standards.
- FACT: The smart meter transmitter is distant.**

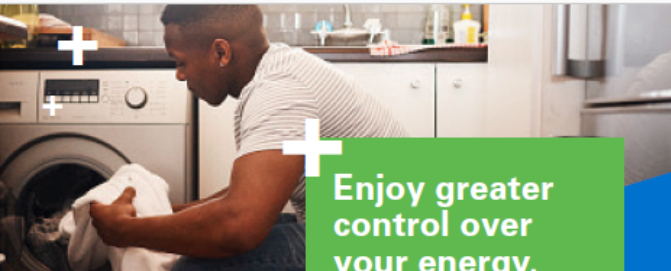
Smart meters are typically placed outdoors, increasing the distance between you and the transmitter.
- FACT: Smart meters are NOT on all the time.**

They only transmit periodically—typically for less than 6% of the day.
- FACT: In the home, a smart meter RF level is over 100,000 times below the FCC limit.**

Plus, it's more than 30,000 times lower than "always on" technology like your smartphone.
- FACT: Smart meters won't affect your health.**

The public health and scientific community has thoroughly tested smart meters and RF technology and has reported no evidence of health impacts or concerns.
- For more information about Dominion Energy's smart meter initiative, visit [DominionEnergy.com/SmartMeter](https://www.dominionenergy.com/SmartMeter)

Source: Health Effects Institute (HEI) report released in 2011, which found no evidence of adverse health effects from radio frequency (RF) exposure from smart meters. The report also found that the RF exposure from smart meters is well below the FCC limit.



**Enjoy greater control over your energy.**

New, advanced smart meters are a serious upgrade.

Smart meters put the technology to keep your power flowing.

From sustainable resources to only for the environment, and when it's been restored. Sign up for the new Dominion Energy mobile app for even more convenient tools.

We've been investing in our and in our customers—new, advanced metering like the smartphone you have and the smart cars adding about, your new smart ad to bring you new things and control.

one benefit

It's all about giving you access to information on your energy you the insight you need to when you use your energy.

minion energy

Other benefits include:

- Timely, accurate power outage detection**  
Your smart meter can notify us when your power goes out, and when it's been restored. Sign up for the new Dominion Energy mobile app for even more convenient tools.
- Our new app keeps you—and us—a step ahead**  
You can use our new app to report specific outage information so it's logged in our management outage system, helping us identify potential safety hazards and restore power more efficiently.
- Smart pricing plans**  
Smart meters can measure energy usage incrementally throughout the day, enabling us to offer voluntary pricing plans with rates based on time-of-day usage, giving you even more control over your energy costs.

For more information about Dominion Energy's smart meter initiative, visit [DominionEnergy.com/SmartMeter](https://www.dominionenergy.com/SmartMeter)

See the other side for a look at how smart meters work. →



**Your data is secure. Period.**

We're committed to protecting your personal data while providing safe, reliable and affordable electricity.

When you open an account, you'll be asked to provide information when you open an account, such as your name or address, is stored in the meter or transmitted across the network.

All customer electrical usage data is transferred securely by our secure communications network. The data we collect helps us to manage customer accounts and our business. Dominion Energy does not monitor how a customer uses energy. Dominion Energy protects all customer data under current privacy protection laws, regardless of meter type.

For more information about Dominion Energy's smart meter initiative, visit [DominionEnergy.com/SmartMeter](https://www.dominionenergy.com/SmartMeter)

See the other side for a look at how smart meters protect your privacy. →

We collect this customer data to manage accounts, operate the electrical grid, provide customers with current and new services, and conduct business.



# Additional Resources



Smart Meter Upgrade

Smart Meter information and  
Frequently Asked Questions  
[www.DominionEnergy.com/SmartMeters](http://www.DominionEnergy.com/SmartMeters)

Benefits of the Grid Transformation Plan  
and future projects  
[www.DominionEnergy.com/GTPlan](http://www.DominionEnergy.com/GTPlan)

Videos explaining the benefits of smart  
meters and other infrastructure  
**YouTube – Dominion Energy channel**  
*Playlist: “Smart Grid”*



# Safety – Our first and most important value

Safety of our customers are paramount:

- Keep meters clean of debris and not locked
- Removing or replacing Dominion Energy meters and equipment without authorization can create serious safety risks to you and your home.

If a Dominion Energy customer would like to discuss further about the smart meter program, we encourage them to call 866-DOM-HELP (866-366-4357).

# Thank You!

Brittani Edwards

External Affairs Representative II

[Brittani.C.Edwards@dominionenergy.com](mailto:Brittani.C.Edwards@dominionenergy.com)

804-432-6127