



City of Petersburg Virginia

www.petersburgva.gov

January 17, 2023 - Regular City Council Meeting

January 17, 2023
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
5:00 PM

City Council

Samuel Parham, Mayor – Ward 3
Darrin Hill, Vice Mayor – Ward 2
Marlow Jones, Councilor – Ward 1
Charlie Cuthbert, Councilor – Ward 4
W. Howard Myers, Councilor – Ward 5
Annette Smith-Lee, Councilor – Ward 6
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**
 - a. Proclamation for recognizing the 50th Anniversary celebration designating Martin Luther King, Jr. Day in the City of Petersburg. **(Page 4)**
 6. **Responses to Previous Public Information Posted**
 7. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Consideration of an appropriation in the amount of \$10,158 from the Virginia Department of Environmental Quality (DEQ) for the City of Petersburg's Litter Prevention and Recycling Program activities for FY23 - 1st Reading **(Page 6)**
 8. **Official Public Hearings**
 - a. A public hearing on the consideration of an Ordinance authorizing the City Manager to execute a 2 year lease agreement between Marwaha Real Estate, LLC and the City of Petersburg for emergency telecommunications equipment, cabling, and antennae located on the exterior and in the interior of the property at 30 Franklin Street. **(Page 10)**
 - b. A public hearing to amend the FY23 Budget and appropriate funding to the YMCA (Young Men's Christian Association) **(Page 18)**
 - c. A public hearing for the consideration of an ordinance authorizing the City Manager to extend the Technology Zone Capital Investment Grant for AMPAC Fine Chemicals Virginia, LLC for a period of three years, beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the Virginia Economic Development Partnership Commonwealth Opportunity Fund Performance Agreement executed in August 2021. **(Page 22)**

- d. A public hearing on January 17, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property at 469 Byrne Street, parcel 031050039. **(Page 70)**
- e. A public hearing for the consideration of an ordinance authorizing the City Manager to execute a lease agreement between the City of Petersburg and the Commonwealth of Virginia, Department of Motor Vehicles for city-owned property located at 1004 Commerce Street. **(Page 92)**
- f. Request to hold a public hearing on January 17, 2023, on an Ordinance to Add Section 2-241 to the City Code Reserving the Right of Council to Remove Appointed Members of Boards, Commissions, and Authorities. **(Page 95)**

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. Discussion and consideration of the Rules of Council. **(Page 98)**
- b. Consideration of a resolution to amend the Rules of Council and add Conflict of Interest. **(Page 129)**

14. New Business

- a. Consideration of a Resolution in Support of Resolutions 22-R-49 And 22-R-50 to Authorize the Execution, Delivery and Performance of Certain Grant Documents to Accept Funds From the Industrial Revitalization Fund Allocated by the General Assembly Regarding the Acquisition and Demolition of the Former Ramada Inn Building and the Promotion of Redevelopment of the Land. **(Page 136)**
- b. Consideration of appointments to the Central Virginia Waste Management Authority Board. **(Page 197)**
- c. Consideration of re/appointment to the Petersburg Redevelopment and Housing Authority. **(Page 201)**
- d. Consideration of a resolution amending the fiscal year 2022-2023 of the operating budget for the Sheriff's Department. **(Page 205)**
- e. Consideration of an appropriation ordinance for DCJS ARPA - Law Enforcement Equipment and Technology - 2nd Reading **(Page 207)**

- f. Consideration of a resolution to direct the city manager to commence the process to designate a portion of High Street as an augmented fine street and reduce the speed limit in said portion from 25 to 20 miles per hour. **(Page 209)**

15. City Manager's Report

16. Business or reports from the Clerk

17. Business or reports from the City Attorney

18. Adjournment



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: Proclamation for recognizing the 50th Anniversary celebration designating Martin Luther King, Jr. Day in the City of Petersburg. (Page 4)

PURPOSE: See attached.

REASON: See attached.

RECOMMENDATION: See attached.

BACKGROUND: See attached.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/17/2023

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. 20230111111356372



Proclamation

WHEREAS: Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, while asking all Americans to work toward building a more perfect union; and

WHEREAS: Dr. King's teachings continue to guide and inspire us in addressing challenges and changes in our city and nation; and

WHEREAS: In 1973, Petersburg City Council approved Ordinance #6868 designating January 15 as an Annual Holiday for the City of Petersburg and its employees in Commemoration of the birth of Dr. Martin Luther King, Jr.; and

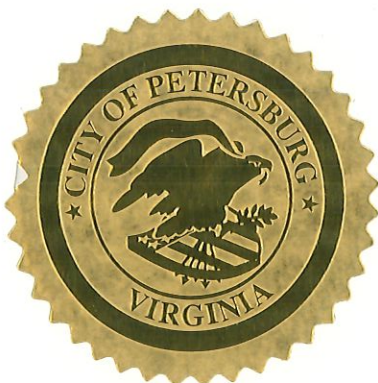
WHEREAS: The year 2023 marks the 50th Anniversary of Petersburg becoming the first locality to officially celebrate Dr. King's birthday; and


WHEREAS: Petersburg City Council thanks former Councilman Roy 'Omowale' Hines for leading the way with members of the 1973 City Council in officially recognizing and honoring the life and work of Dr. King. Petersburg City Council members in 1973 included Mayor Hermanze Fauntleroy, Vice Mayor Donald Houser, Councilwoman Florence Farley, Councilman Roy Hines, Councilman Clyde Johnson, Councilman John Slate and Councilman John VanLandingham; and

WHEREAS: The King Holiday and Day of Service offers us the opportunity to continue to give back to Petersburg and make an ongoing commitment to service throughout the year.

NOW, THEREFORE, I, Samuel Parham, by virtue of the authority vested in me as Mayor of the City of Petersburg, do hereby proclaim that members of the 1973 Petersburg City Council are recognized for being the first to honor Dr. Martin Luther King, Jr. by establishing an official local holiday to celebrate his birthday.

Dated: 01/17/2023





Mayor, Samuel Parham

ATTEST:



Clerk of Council, Nykesha D. Lucas



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: **Consideration of an appropriation in the amount of \$10,158 from the Virginia Department of Environmental Quality (DEQ) for the City of Petersburg's Litter Prevention and Recycling Program activities for FY23 - 1st Reading (Page 6)**

PURPOSE: To appropriate \$10,158 received from the Virginia DEQ for the City of Petersburg's FY23 Litter Prevention and Recycling Program.

REASON: To implement litter prevention and recycling educational programs and pilot projects in the City of Petersburg for FY 2023.

RECOMMENDATION: Recommend Council approve the attached appropriation in the amount of \$10,158 to the FY 2023 Amended Budget.

BACKGROUND: The City has applied for & been awarded this Litter Grant over the last several fiscal years. Also, the City has met the requirements by completing Performance & Accounting reports that were due to DEQ by the submission date.

COST TO CITY: \$0

BUDGETED ITEM: Yes

REVENUE TO CITY: \$10,158

CITY COUNCIL HEARING DATE: 1/17/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Street Operations

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. FY23 Litter Grant Ordinance
2. FY23 Litter Grant Award Letter

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION
FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022 & ENDING ON
JUNE 30, 2023 IN THE GRANTS FUND**

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

I. That appropriations for the fiscal year commencing July 1, 2022, and ending June 30, 2023, are made from the following resources and revenues anticipated for the fiscal year

Revenue:

Previously Appropriated	\$ 0.00
 FY 2023 DEQ Litter Grant (3-200-024040-0615-0-401)	 <u>\$10,158.00</u>
 Total Revenue	 <u>\$10,158.00</u>

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

Expenditures:

Previously Appropriated	\$ 0.00
 FY 2023 DEQ Litter Grant (4-200-040000-6005-0-102)	 <u>\$10,158.00</u>
 Total Expenditures	 <u>\$10,158.00</u>

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219
P.O. Box 1105, Richmond, Virginia 23218
(800) 592-5482 FAX (804) 698-4178
www.deq.virginia.gov

Travis A. Voyles
Acting Secretary of Natural and Historic
Resources

Michael S. Rolband, PE, PWD, PWS
Emeritus, PE, PWD, PWS Emeritus
Director
(804) 698-4020

December 29, 2022

Tangela Innis
Deputy City Manager
City of Petersburg
1340 E Washington Street
Petersburg, VA 23803

Dear Tangela Innis:

I am pleased to inform you that a total grant award of **\$10,158.00** has been approved for the **City of Petersburg** Litter Prevention and Recycling Program activities and the Extended Polystyrene (EPS) campaign for the period of July 1, 2022 to June 30, 2023.

The total grant award amount above includes the following:
Non-Competitive Grant Award: \$10,158.00

Processing of the grant awards is underway, and a payment for this amount should be received within the next two weeks if funds can be transferred electronically (EDI) or in thirty days if processing by check is required.

If you have any questions or need additional information, please contact Prina Chudasama at prina.chudasama@deq.virginia.gov or at (804) 659-1530.

Sincerely,



Sanjay Thirunagari
Programs Manager
Division of Land Protection & Revitalization

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: A public hearing on the consideration of an Ordinance authorizing the City Manager to execute a 2 year lease agreement between Marwaha Real Estate, LLC and the City of Petersburg for emergency telecommunications equipment, cabling, and antennae located on the exterior and in the interior of the property at 30 Franklin Street. (Page 10)

PURPOSE: To lease a portions of the property referred to in the lease as the "Premises" that include floor, rooftop, antenna, cabling, and exterior space.

REASON: To ensure that the lease for the Public Safety equipment located at 30 Franklin Street is executed.

RECOMMENDATION: Recommend that City Council approves the lease for the Public Safety Equipment located at 30 Franklin Street.

BACKGROUND: In the past, the City has leased the "premises" for the emergency telecommunications equipment, cabling, and antennae located on the exterior and in the interior of the property at 30 Franklin Street. The equipment was installed in the 2006/2007 time frame.

\$60,000 (\$2,500 per month for 24 months)

CITY COUNCIL HEARING DATE: 1/17/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Public Safety

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. Ordinance Lease Agreement 30 Franklin Emergency Equipment
2. 30 Franklin Emergency Equip Lease

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT FOR
EMERGENCY TELECOMMUNICATIONS EQUIPMENT, CABLING, AND ANTENNAE CURRENTLY LOCATED
AT 30 E. FRANKLIN STREET**

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg that the City Manager is hereby authorized to execute a lease agreement for the emergency telecommunications equipment, cabling, and antennae located at 30 E. Franklin Street.

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made effective as of the __ day of ____, 2022, by and between MARWAHA REAL ESTATE, LLC, a Virginia limited liability company ("Lessor") and THE CITY OF PETERSBURG, VIRGINIA, a Virginia municipal corporation, ("Tenant"), as follows:

WHEREAS, Lessor is the owner/agent of certain real property located in the City of Petersburg, Virginia, commonly known as 30 Franklin St, Petersburg, Virginia 23803 (the "Property");

WHEREAS, Tenant owns and operates emergency telecommunications equipment, cabling, and antennae located on and in the Property (the "Equipment"); and

WHEREAS, Tenant desires to lease from Lessor a portion of the Property for the continued location, operation and use of its Equipment in good working order.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, Lessor hereby leases certain portions of the Property, as described herein, to Tenant and Tenant hereby leases those portions of the Property, as described herein, from Lessor subject to the following terms and conditions.

I. **PREMISES.** Lessor hereby leases to Tenant the following portions of the Property:

(a) approximately 287 square feet on the 7th floor of the Property currently containing Tenant's Equipment as depicted on the floor plan attached hereto (the "Floor Plan") and by this reference made a part hereof (the "Floor Space");

(b) approximately 200 square feet on the roof (the "Rooftop Space") of the Property currently containing Tenant's Equipment as well as the air space taken up by Tenant's antennae (the "Antenna Space");

(c) the additional space within and on the roof of the Property containing the wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within or on the Property;

(d) the exterior portion of the Property where Tenant's generator and related equipment used to provide backup power to the Equipment is located (the "Exterior Space").

The Floor Space, Rooftop Space, Antenna Space, Cabling Space, and the Exterior Space shall be collectively referred to herein as the "Premises."

2. **TERM.** Tenant shall have and hold the Premises on a 24 months tenancy, on the terms and conditions as set forth herein. The term of the Lease shall commence January 1st, 2023 and shall end on December 31st 2025 (the "Lease Term").

3. **RENT.** Tenant shall pay to Lessor without notice or demand monthly rent of Twenty-Five Hundred Dollars (\$2,500.00) per month during the Lease Term. Rent shall be payable on or before the first day of each month. Rent shall be paid to Lessor at the following address, or at such address as the Lessor may hereafter timely direct in writing:

Marwaha Real Estate, LLC
7520 Brook Rd.
Richmond, Virginia 23227

Tenant agrees to Lessor a late charge of TEN PERCENT (10%) on any installment of Rent not received by the fifth (5th) day of the month when due.

4. **TENANT TO OBTAIN ELECTRIC AND TELEPHONE SERVICES.** Tenant shall obtain in Tenant's own name, and pay the utility company or other provider directly for all electricity, telephone and alarm services furnished to or for the Premises, including all connection, disconnection and maintenance charges, deposits, taxes or fees therefor. Landlord and Tenant acknowledge that the Premises are separately and directly metered for this purpose. Tenant shall install and connect any additional equipment and lines required to supply these utilities to the extent not already available at or serving the Premises. Tenant shall maintain, repair, and replace all such items, operate the same, and keep the same in good working order and condition.

5. USE AND OCCUPANCY OF PREMISES.

(a) Lessor hereby grants to Tenant the full use of and access to the Premises. Lessor's lease of the Premises to Tenant also includes the non-exclusive right of ingress and egress, by key-fob controlled access, from the public right-of-way to the Premises, seven (7) days a week, twenty four (24) hours a day, over, in and through the Property for the purpose of installation, operation and maintenance of Tenant's Equipment. Tenant shall be required to provide Lessor notice of its entry onto the Property by calling Lessor's answering machine ((804) 466-3118) following each instance of entry onto the Property.

(b) It is understood that the Premises shall be used solely for the installation, operation and maintenance of Tenant's Equipment and appurtenant uses and for no other use (the "Permitted Use"). Tenant shall not assign or sublet the Premises at any time

during the Lease Term. Tenant will not use or occupy the Premises for any unlawful purpose, and will at its sole cost comply with all present and future laws, ordinances, regulations, and governmental orders, including, by way of illustration only, obtaining, maintaining and complying at all times with all licenses and permits necessary for the proper and lawful operation and maintenance of Tenant's Equipment.

(c) Tenant, at the expiration or termination of the Lease Term, shall deliver the Premises to Lessor in good repair and substantially in the same condition as Tenant received upon the commencement of the Lease Term.

(d) Tenant shall not obstruct any other portions of the Property and take no action which reasonably could be anticipated to cause such obstruction.

(e) Tenant hereby accepts the Premises in "AS IS/WHERE IS" condition without warranty of any kind as to fitness or condition whatsoever except that Lessor shall maintain, in good operating condition and repair, the existing structural and electrical elements of the Property and the Premises (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, electric, and utility systems). Except as specifically provided above, Tenant shall (i) keep the Premises and fixtures in good working order, (ii) make repairs and replacements to the Premises or Property needed because of Tenant's misuse or negligence, (iii) makes repairs and replacements for any damages caused by tenant's personnel, contractors, or equipment and (iii) not commit waste.

(t) In the event there are not sufficient electric and telephone utility sources located on or within the Property for Tenant's Permitted use, Lessor grants Tenant or the local utility provider the right, at no cost or expense to Lessor, to install such utilities on, over, under or through the Property necessary for Tenant to operate its Equipment, provided the location of such utilities shall be as reasonably designated by Lessor.

(g) Tenant at Tenant's cost may install an access gate or provide for other security and access controls regarding use of the Premises, but only with Lessor's prior written approval, which shall not be unreasonably withheld. Tenant shall provide Lessor with access to the Premises for maintenance or service upon 24 hours' advance notice. In no event shall Lessor enter or have any right of access to Tenant's Equipment or to any locked cabinet, computer, antenna or similar access controlled device except upon the occurrence of an emergency imminently threatening a life or Landlord's property.

(h) Upon request of the Lessor, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property if necessary for Lessor to perform maintenance, repair or similar work at the Property. Lessor shall provide Tenant with not less than thirty (30) days' notice of the need for a temporary relocation of any Equipment so that Tenant and Lessor may develop a plan that ensures the continued operability of the Equipment during the relocation activates and period. Tenant pays all costs incurred to complete the relocation and return of the Equipment to the Premises.

(i) Lessor shall not be liable for any repairs, additions, maintenance, or improvements made, performed, or contracted for by Tenant. Tenant shall not be liable for any repairs, additions, maintenance, or improvements made, performed, or contracted for by Lessor.

G) Tenant shall make no structural or interior alterations to the Premises without Lessor's prior consent. If Tenant requests consent to make alterations, Tenant shall provide Lessor with a complete set of construction drawings detailing Tenant's proposed alterations.

6. **QUIET ENJOYMENT.** Lessor covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

7. **REMOVAL OF EQUIPMENT AT END OF LEASE TERM.** Tenant shall remove its Equipment within ninety (90) days after any termination of the Lease and repair any damage to the Premises or Property caused by the removal of its Equipment. Lessor agrees that all Equipment, including conduits, fixtures and personal property of Tenant, shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term. If the process of removal requires Tenant to remain on the Premises after termination, Tenant shall pay rent until such time as the removal of the Equipment is completed.

8. **RENEWALS AND TERMINATION.** This Lease shall switch to month to month after at the end of lease term as provided in section 2. at 5% rent increase unless otherwise terminated by either party. Should either Lessor or Tenant desire to terminate this Lease, Lessor or Tenant must give written notice to the other party at least one hundred and twenty (120) days prior to the effective date of such termination. If Tenant fails to appropriate funds for the payment of rent as specified in Section 10, this Lease shall automatically terminate and Tenant shall remove the Equipment pursuant to Section 7.

9. **NOTICES.** Any and all notices required to be given hereunder shall be given in writing and delivered by (1) U.S. Mail, return receipt requested, or (2) a reputable national overnight delivery service that can provide a reliable indication of delivery, such as Federal Express or UPS, or (3) hand delivery, with the party giving notice retaining proof of delivery services as provided for herein shall be sent to:

LESSOR: Marwaha Real Estate, LLC
7520 Brook Rd.
Richmond, Virginia 23227

TENANT: City of Petersburg
c/o City Attorney
413 N. Union Street
Petersburg, Virginia 23803

The City Manager for the Tenant, or a designee thereof: shall have the authority to provide any notices required by this Lease.

10. SUBJECT TO APPROPRIATIONS. Notwithstanding anything in the Lease to the contrary, Tenant's obligation to pay Rent and all other amounts pursuant to this Lease or in connection with any performances or obligations herein are subject to and dependent upon funds appropriated for such purposes by the City Council for the City of Petersburg, Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SEE ATTACHED PAGE FOR SIGNATURES]

WITNESS the following signatures:

LESSOR:

Marwaha Real Estate LLC
a Virginia limited liability company

BY: _____ Date: _____
Gagandeep Singh Marwaha
Manager

TENANT:

THE CITY OF PETERSBURG, VA

BY: _____ Date: _____



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Stacey Jordan

RE: A public hearing to amend the FY23 Budget and appropriate funding to the YMCA (Young Men's Christian Association) (Page 18)

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

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

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

		<i>Inflation:</i>	
		5%	3%
School Year	2022-2023	2023-2024	2023-2024
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
Total Direct Expenses	\$ 158,145	\$ 166,052	\$ 171,034
YD Administration	23,722	24,908	25,655
Management Services Fee	9,093	9,548	9,834
Total Expenses	\$ 190,960	\$ 200,508	\$ 206,524

**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.

Previously adopted	\$0.00
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ADD: Revenue from Federal Government	<u>\$190,960</u>
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Total Revenues	<u>\$190,960</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022 and ending June 30, 2023, the following sums for the purposes mentioned:

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

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

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 extend the Technology Zone Capital Investment Grant for AMPAC Fine Chemicals Virginia, LLC for a period of three years, beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the Virginia Economic Development Partnership Commonwealth Opportunity Fund Performance Agreement executed in August 2021. (Page 22)

PURPOSE: To provide City Council with the details for the potential extension of the Technology Zone Capital Investment Grant for AMPAC Fine Chemicals Virginia, LLC

REASON: AMPAC is requesting the City Council extend the 2018 and subsequent year incentive previously granted to allow them an additional five (5) years to the previously granted five (5) years (maximum allowable ten (10) years) to qualify for incentives for equipment for calendar year 2016 and 2017 equipment that is still in use, and any idle equipment that is placed in use.

RECOMMENDATION: Staff recommends approval of the request for a period of three (3) additional years (beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the COF Performance Agreement executed in August 2021

BACKGROUND: The City of Petersburg has a designated Technology Zone, identified as the I-95 Technology Zone, that provides a combination of State and Local incentives to promote economic development. On September 4, 2018, City Council designated AMPAC Fine Chemicals Virginia, LLC; hereinafter referred to as AMPAC, as being located within the Technology Zone and approved AMPAC to receive the Technology Zone Capital Investment Grant for five (5) years, 2018-2023, in the amount not to exceed \$250,000 per calendar year. AMPAC is requesting the City Council extend the 2018 and subsequent year incentive previously granted to allow them an additional five (5) years to the previously granted five (5) years (maximum allowable ten (10) years) to qualify for incentives for equipment for calendar year 2016 and 2017 equipment that is still in use, and any idle equipment that is placed in use

On May 1, 2021, the Virginia Economic Development Partnership awarded the City a Commonwealth

Development Opportunity Fund Grant in the amount of \$640,000 for AMPAC for the purpose of inducing the company to renovate, equip, improve and operate a pharmaceutical manufacturing and processing facility in Petersburg, VA; thereby making a significant Capital Investment, and creating and maintaining a significant number of new jobs. The performance agreement required a local match of a tax credit grant in the amount equal to the machinery and tools tax due from AMPAC for the five years of the facility beginning January 1, 2021 and ending December 31, 2026, which amount is estimated to be approximately \$570,000. The City of Petersburg wishes to extend the Technology Zone Capital Investment Grant for AMPAC for a period of three years, beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the COF Performance Agreement executed in August 2021

COST TO CITY: Machinery and Tools tax revenue in the amount to be approximately \$570,000

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/3/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development. Commissioner of the Revenue

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Tech Zone Extension- Ampac
2. Cover Letter - Technology Zone Incentive Program
3. Technology Zone Incentive Program - Application with back-up
4. VA MT Tax Schedules for Reporting_2022_Computation of Tax Due
5. November 8 2018 special city council meeting_Agenda and explanation of I-95 Technology Zone
6. Minutes from Petersburg City Council Meeting setting forth proposed incentives for AMPAC.9.4.18_2022 M&T Submission
7. Historic city sees 'biggest economic' growth in 40 years thanks to pharmaceutical plants
8. New playground in Petersburg made possible by a large donation
9. VA governor tours Petersburg pharma plant, applauds workers
10. Youngkin tours Petersburg AMPAC plant 6.2022

ORDINANCE

An ordinance authorizing the City Manager to extend the Technology Zone Capital Investment Grant for AMPAC Fine Chemicals Virginia, LLC for a period of three years, beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the Virginia Economic Development Partnership Commonwealth Opportunity Fund Performance Agreement executed in August 2021

WHEREAS; The City of Petersburg has a designated Technology Zone, identified as the I-95 Technology Zone, that provides a combination of State and Local incentives to promote economic development; and

WHEREAS; On September 4, 2018, City Council designated AMPAC Fine Chemicals Virginia, LLC; hereinafter referred to as AMPAC, as being located within the Technology Zone and approved AMPAC to receive the Technology Zone Capital Investment Grant for five (5) years, 2018-2023, in the amount not to exceed \$250,000 per calendar year; and

WHEREAS; AMPAC is requesting the City Council extend the 2018 and subsequent year incentive previously granted to allow them an additional five (5) years to the previously granted five (5) years(maximum allowable ten (10) years) to qualify for incentives for equipment for calendar year 2016 and 2017 equipment that is still in use, and any idle equipment that is placed in use; and

WHEREAS; On May 1, 2021, the Virginia Economic Development Partnership awarded the City a Commonwealth Development Opportunity Fund Grant in the amount of \$640,000 for AMPAC for the purpose of inducing the company to renovate, equip, improve and operate a pharmaceutical manufacturing and processing facility in Petersburg, VA; thereby making a significant Capital Investment, and creating and maintaining a significant number of new jobs; and

WHEREAS; The performance agreement required a local match of a tax credit grant in the amount equal to the machinery and tools tax due from AMPAC for the five years of the facility beginning January 1, 2021 and ending December 31, 2026, which amount is estimated to be approximately \$570,000; and

WHEREAS; Staff recommends approval of the request for a period of **three (3) additional years** (beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the COF Performance Agreement executed in August 2021); and

WHEREAS; the City of Petersburg wishes to extend the Technology Zone Capital Investment Grant for AMPAC for a period of three years, beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the COF Performance Agreement executed in August 2021.

NOW THEREFORE BE IT ORDAINED, that the City of Petersburg City Council authorizes the City Manager to take all necessary action to extend AMPAC Fine Chemicals Virginia, LLC Technology Zone Capital Investment Grant in the form of a tax grant in the amount equal to the machinery and tools due for a period of three years, beginning January 1, 2023, and ending December 31, 2026, in the amount to be approximately \$570,000, including taxes due for year 2021 and 2022 as stipulated in the COF Performance Agreement executed in August 2021.

November 15, 2022

Cynthia Boone, MBA
Project Manager
Department of Economic Development
City of Petersburg, Virginia
103 West Tab Street
Petersburg, Virginia 23803

RE: Technology Zone Incentive Program

Dear Cynthia Boone,

Attached is AMPAC Fine Chemical's application for the Technology Zone Incentive Program. We have qualified for this program for several years and are requesting that the City Council extend the 2018 and subsequent year incentives previously granted to 10 years.

AMPAC was entitled to a tax credit of \$250,000 per year against Machinery and Tools tax obligation for 2019-2021 as provided by the City Council and outlined in the attached Minutes from the City Council Meeting from September 4, 2018. The minutes explain that new equipment purchased in 2018 would be eligible for the five-year Technology Zone incentive until 2023. We have applied for incentives every year, which applies to equipment purchases for a five-year period. Each year, equipment purchased in year 6 rolls off.

In 2022 AMPAC paid tax of \$37,128 to Petersburg for equipment that was no longer eligible for incentive. See the attached Machine & Tools Tax Schedule for reporting the 2022 tax due. This schedule illustrates the maximum value of M&T that would be taxable (note that some of the equipment may be disposed of so these values likely would be less) for years 2018 through 2021 when the five-year incentive periods expire. It is our understanding the 2018 equipment will still be eligible for exemption through 2023 per the Sept. 4, 2018 minutes. If granted the incentive extension to 10 years we will continue to pay tax on the 2016 and 2017 equipment that is still in use, and any idle equipment that is placed in use.

The following supplemental support is also attached:

- Several news articles demonstrating the positive support, publicly shown by both Governor Glenn Youngskin and Mayor Samuel Parham for AMPAC Fine Chemicals.
- News article - the contribution AMPAC made to Petersburg City Public Schools at the AMPAC Fine Chemicals Day ceremony
- Minutes from Petersburg City Council Meeting held on September 4, 2018.
- Minutes from Petersburg special city council meeting from November 8, 2018.
- Virginia Machine & Tax Schedules for Reporting_2022_Computation of Tax Due

AMPAC Fine Chemicals
P.O. Box 1718 • Rancho Cordova, California 95741
Tel: +1 (888) 330-2232 • Fax: +1 (916) 353-3523
www.ampacfinechemicals.com

AMPAC is committed to continuing its investment in the Petersburg area and we respectfully request that the City and City Council support our request for Certification for the Incentive Program for 2023 (and subsequent years) and provide an extension of the five-year incentives to 10 years for equipment purchases in 2018 through 2021.

If you need any additional information for the completion of your certification, please call me at (916)357-6228.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ann Olson", is written over a horizontal line.

Ann Olson
Head of Finance and Accounting
AMPAC Fine Chemicals, LLC



City of Petersburg
135 N. Union Street
Petersburg, VA 23803
www.petersburg-va.org

Applicant/Business Information

Business Name: AMPAC Fine Chemicals VA, LLC

Business Address: 2820 North Normandy Drive, Petersburg, VA 23805

Business Phone #: 916-790-4428

Email Address: ardee.valledor@apfc.com

Company/Tax ID#: 81-3664838

Project Location (include map): 2820 North Normandy Dr., Petersburg, VA 23805

Please indicate the number of full-time employees currently employed by the business if existing: 136

If new, please indicate the anticipated number of full-time employees: N/A

Questionnaire (Please answer the following questions in narrative form)

1. Describe your business; provide as much context as possible. Ex: (how many owners are there? How/when was the business conceived?):

AMPAC Fine Chemicals bought the shuttered Boehringer Ingelheim Plant in 2016,
ramped up operations in 2019 with a second manufacturing building that is
now up and running. AMPAC Fine Chemicals, an SK Pharmteco Company, is a US based
manufacturer of active pharmaceutical ingredients. With 80 years experience AFC
has mastered challenging chemistries, enabling us to provide the highest quality
services to our customers.



2. Briefly describe your interest in the City of Petersburg, and how your business contributes to the goals of the Technology Zone.

AFC is preparing to inject \$25 million into its existing location in Petersburg, VA to expand production as part of it's collaboration in a US government-funded partnership with Phlow Corp., Medicines for All Institute and non-profit drug producer Civica Inc. The site's staff has doubled over the last 2 years with positions ranging from maintenance, EHS, chemists, engineers, logistic support and quality control/assurance analysts. With the staff additions, along with the donation to local community projects, (e.g., park expansion) AMPAC has demonstrated a long-term commitment to the City of Petersburg.

3. Provide information on your current business revenues, if applicable, or projected revenues.

Currently, approximately 50% of the sites manufacturing capacity is active which is double from 2 years ago. The plan is to complete most of this work in 2023 with the remaining 20% of capacity online in the next couple of years. Aside from additional production capability which will range from small scale for earlier phase or lower volume to larger, commercial scale, these renovations will also provide expanded capabilities for types of chemistries that can be run. AMPAC will be running the day to day operations in the two Phlow buildings on site, the Kilo Lab (small scale commercial mid-2023) and the HMF (large scale commercial mid-2024).

Include the following documents with your submittal:

- Business Plan describing the business history, operation, financial health, growth plans, etc.,
- Certificate of Incorporation
- Information on Business Governance (ex: Board of Directors, Articles of Incorporation, etc.)

Capital Expenditures

2023 Capital Plan - Timing of Expenditures					
2022 (F2)	2023	2024	2025	2026	2027
13,974,386	18,650,698	8,120,060	11,732,805	9,156,300	6,025,700

Board of Directors

AMPAC Fine Chemicals Virginia, LLC
a Delaware limited-liability company
WHOLLY OWNED SUBSIDIARY
Formed: 8/19/2016
Federal TIN: 81-3664838
Duns: 08-037-8299

Officers: Jeff Butler, President
Christine Ramsey, Secretary

Directors: Jeff Butler Renato Murrer

AMPAC Fine Chemicals VA, LLC

Computation of Tax Due for 2022 M&T Tax Purposes

Year	M&T Taxable	IDLE 2014-2021 - Not Taxable	Percent of Cost Values to be Used (applied to M&T Taxable)	Taxable Portion of Cost Values of M&T Taxable	Tax (\$3.80 per \$100 of Cost)	Credit Incentive*	Tax Due
2021	7,685,640		40%	3,074,256	116,822	116,822	-
2020	3,832,560		35%	1,341,396	50,973	50,973	-
2019	7,606,628		30%	2,281,988	86,716	86,716	-
2018	1,715,908		25%	428,977	16,301	16,301	-
2017	62,797		20%	12,559	477	-	477
2016	4,822,421	7,008,934	20%	964,484	36,650	-	36,650
Totals	25,725,953	7,008,934		8,103,661	307,939	270,811	37,128

***Per the Minutes of Petersburg City Council meeting setting forth proposed incentives for AMPAC on September 4, 2018 (first 4 pages attached) AMPAC was entitled to a tax credit of \$250,000 against its Machinery and Tools tax obligation for 2019-2021. The minutes also state that new equipment purchased in 2018 would be eligible for the five year Technology Zone incentive until 2023. The I-95 Technology Zone credits are applicable for a period of 5 year on new purchases of equipment. See November 8, 2018 special city council meeting_Agenda and explanation of I-95 Technology Zone and minutes approving the adoption of the incentives in perpetuity.**



City of Petersburg Virginia

www.petersburgva.gov

City Council

Samuel Parham, Mayor – Ward 3
John A. Hart, Sr., Vice Mayor – Ward 7
Treska Wilson-Smith, Councilor – Ward 1
Darrin Hill, Councilor – Ward 2
Charles Cuthbert, Councilor – Ward 4
W. Howard Myers, Councilor – Ward 5
Annette Smith-Lee, Councilor – Ward 6

City Manager

Aretha R. Ferrell-Benavides

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

**November 8, 2018
Union Train Station
103 River Street
6:30pm**

- 1. Roll Call**
- 2. Closed Session:**
 - a. There will be a closed session.
- 3. Purpose:**
 - a. An ordinance amending Article IV, of Chapter 38, Section 38-97, changing the effective date of the Technology Zone.
- 4. Adjournment**



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 7, 2018

TO: The Honorable Mayor and Members of the City Council

THROUGH: Aretha Ferrell-Benavides, City Manager

THROUGH: Michael Rogers, Chief Operating Officer

FROM: Reginald Tabor, Economic Development Manager

RE: **AN ORDINANCE AMENDING ARTICLE IV, OF CHAPTER 38, SECTION 38-97, CHANGING THE EFFECTIVE DATE OF THE TECHNOLOGY ZONE**

PURPOSE: The purpose of this Ordinance is to amend the expiration date of the Technology Zone to establish that the Zone is effective in perpetuity unless otherwise determined by the City of Petersburg.

REASON: The purpose of this Ordinance is to amend the effective date of the Technology Zone from October 21, 2014 through January 1, 2020, adopted October 21, 2014, and extend the expiration date in perpetuity unless otherwise determined by the City of Petersburg in accordance with the Code of Virginia. The extension is requested to incentivize investment by the new owners of the property within the zone. However, also in accordance with the Code of Virginia, incentives associated with the Zone may not extend beyond ten years, and the current Capital Investment Grant incentive associated with the Technology Zone in Petersburg is available for a maximum of five years.

RECOMMENDATION: It is recommended that the City Council considers approval of the extension of the Technology Zone beyond 2020, to in perpetuity.

BACKGROUND: By Ordinance, the City Council of the City of Petersburg established the I-95 Technology Zone in 2003. In 2014, the City Council adopted an ordinance reaffirming the Zone and extending the expiration date to January 1, 2020.

When the Technology Zone was established, the property within the Zone was owned by BI Chemical. BI Chemical sold the facility to UNITAO in 2014, and AMPAC fine Chemicals purchased the Petersburg facility in 2016 from UNITAO. On August 31, 2018, SK Holdings purchased AMPAC Fine Chemicals.

The facility had not been in production since UNITAO purchased the plant in 2014. Going forward, the Petersburg facility will operate under AMPAC, and both SK Holdings and AMPAC expressed plans to significantly invest millions of dollars in the Petersburg Plant, and plans to maintain staffing up to 300 employees within the next several years. They also expressed that they plan to operate the facility for decades into the future. Without the Zone incentives, production costs will increase, and operations at the Petersburg plant may be moved to another AMPAC site in another State, thereby reducing the number of jobs, the investment, and the revenue to the City of Petersburg.

This is a request to change the Zone effective date to in perpetuity. If approved, incentives associated with the Zone may be offered beyond January 1, 2020. The current Zone incentive, Machinery and Tools Tax rebate, will apply only to qualified equipment owned by AMPAC. Although the Zone effective date would be in perpetuity, as previously established, the incentive offered for qualified equipment within the zone will be effective for a period not to exceed five years.

COST TO CITY: Foregone revenue from newly purchased Machinery and Tools for a period of five years, for qualified equipment.

BUDGETED ITEM: N/A

REVENUE TO CITY: Real Estate Property tax revenue, Tangible Personal Property tax revenue from Plant operations, Sales and other tax revenue generated by AMPAC employees and business visitors as well as future revenue from Machinery and Tools taxes for equipment after five years.

CITY COUNCIL HEARING DATE: N/A

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: Ordinance, Press release announcing the sale of AMPAC to SK Holdings, Petersburg Code Section regarding Technology Zone, Virginia Code Section regarding Technology Zones.

STAFF: Reginald Tabor, Office of Economic Development

§ 58.1-3850. Creation of local technology zones

- A. Any city, county or town may establish, by ordinance, one or more technology zones. Each locality may grant tax incentives and provide certain regulatory flexibility in a technology zone.
- B. The tax incentives may be provided for up to ten years and may include, but not be limited to: (i) reduction of permit fees; (ii) reduction of user fees; and (iii) reduction of any type of gross receipts tax. The extent and duration of such incentive proposals shall conform to the requirements of the Constitutions of Virginia and of the United States.
- C. The governing body may also provide for regulatory flexibility in such zone which may include, but not be limited to: (i) special zoning for the district; (ii) permit process reform; (iii) exemption from ordinances; and (iv) any other incentive adopted by ordinance, which shall be binding upon the locality for a period of up to ten years.
- D. Each locality establishing a technology zone pursuant to this section may also adopt a local enterprise zone development taxation program for the technology zone as provided in § 58.1-3245.12.
- E. The establishment of a technology zone shall not preclude the area from also being designated as an enterprise zone.

1995, c. 397; 1996, c. 830; 1997, c. 168; 2002, c. 449.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

ARTICLE IV. - I-95 TECHNOLOGY ZONE

Sec. 38-90. - Purpose.

The city council finds that certain classes of high technology business activities have special economic significance to the city due to the nature of the technology and their potential for high growth in employment and capital investment. The city council further finds that the most appropriate method of encouraging location of new businesses and the expansion of certain existing classes of technology businesses is to create a technology zone with particular boundaries as designated herein and located on the east side of Interstate 95, and as authorized by the 1950 Code of Virginia, § 58.1-3850, as amended. The city council has determined that the establishment of this technology zone will improve economic conditions, hasten redevelopment, and benefit the welfare of its citizens.

(Ord. No. 03-52, 7-15-2003)

Sec. 38-91. - Definitions.

For the purpose of this chapter, the following words and phrases shall have the following meanings, unless clearly indicated to the contrary:

Base assessed value. The term "base assessed value" shall be defined as the assessed value of machinery and tools within a local enterprise zone as shown upon the records of the commissioner of the revenue on January 1 of the year preceding the effective date of the ordinance establishing the local technology zone development taxation.

Current assessed value. The term "current assessed value" shall be defined as the annual assessed value of machinery and tools in a local technology zone as shown upon the records of the commissioner of the revenue.

Definite place of business. The term "definite place of business" shall be defined as an office or a location at which occurs a regular and continuous course of dealing over a period of 30 consecutive days or more. A definite place of business for a person engaged in business may include a location leased or otherwise obtained from another person and real property leased to another. A definite place of business may include several facilities operated by the same person, as long as each facility will be located within the boundaries of a qualified technology zone.

New equipment. The term "new equipment" is defined as items of equipment subject to machinery and tools taxes that are brought on to the definite place of business within a five-year period, commencing on the first tax day following the date on which each item of property is first brought on to the site.

Qualified technology. The term "qualified technology" shall mean the research and development, manufacturing and/or production of any of the following:

- (1) Pharmaceutical ingredients or advanced intermediaries; or
- (2) Synthetic and organic chemical compounds for use in biotechnology or the production of pharmaceuticals.

Qualified technology business. The term "qualified technology business" shall be defined as a new or existing business that has a "definite place of business" as defined in paragraph (c) of this section, within a "qualified technology zone" as defined in paragraph (g) of this section, and which is primarily engaged in a qualified technology, as defined in paragraph (e) of this section.

Qualified technology zone. The term "qualified technology zone" shall mean the I-95 Technology Zone as described in section 38-98 of this article.

(Ord. No. 03-52, 7-15-2003)

Sec. 38-92. - Authorization.

There is hereby established a Technology Zone Taxation Program in the City of Petersburg.

(Ord. No. 03-52, 7-15-2003)

Sec. 38-93. - Technology zone incentives.

Qualified technology businesses shall receive the following:

- (1) Capital investment grants: There is hereby established a grant provided to qualified technology businesses. The grant will be allocated by the industrial development authority of the city and will be based on the new or qualifying existing equipment within the technology zone. Each annual installment of the capital investment grant will be calculated based on the machinery and tools taxes paid by a qualified technology business on such new equipment in that calendar year. The grant, as further defined and limited by this article, will be equal to 100 percent of the machinery and tools taxes paid in years one through five attributable to such new or qualifying existing equipment and allocated to the local enterprise zone development fund.
- (2) The capital investment grant shall be paid annually in each year that the qualified technology business has such new equipment. In furtherance of the foregoing, the five-year grant period shall apply separately to each and every item of such new equipment, such that a qualified technology business may receive the grant on a rolling basis for each year in which it has such new equipment. Accordingly, a qualified technology business shall be permitted to receive a capital investment grant for multiple years.
- (3) The first year for which such incentives are calculated shall be the calendar year of the first machinery and tools tax filing for the calendar year in which a business firm is first certified as a qualified technology business.
- (4) Taxes paid on leased items shall be eligible for the capital investment grant incentives only when the grant recipient directly pays to the City of Petersburg applicable machinery and tools taxes for those items.

(Ord. No. 03-52, 7-15-2003; Ord. No. 14-101, 10-21-2014)

Sec 38-94. - Procedure.

- (a) A business firm seeking to obtain the benefits provided under the technology zone program must make an initial filing to the city manager on applications provided by the commissioner of the revenue for certification as a qualified technology business. The city manager shall certify to the commissioner of the revenue those businesses that qualify. By January 31 of each calendar year, the commissioner of the revenue shall send applications to each previously certified business.
- (b) Applications from qualified businesses for the capital investment grant shall contain information on machinery and tools taxes paid on new equipment. All applications shall be submitted on an annual basis to the commissioner of the revenue at the same time of the filing of the machinery and tools tax returns for that year in order to receive the grant. Applications will be processed within 60 days of the submission. Qualified technology businesses shall retain eligibility for technology zone incentives in subsequent calendar years.
- (c) The commissioner of the revenue shall record in the appropriate books both the base assessed value and the current assessed value of machinery and tools in the local technology zone.

- (d) Machinery and tools taxes attributable to the lower of the current assessed value or base assessed value of machinery and tools located in the local technology zone shall be allocated by the treasurer as they would be in the absence of this article.
- (e) All of the increase in machinery and tools taxes paid attributable to the difference between (i) the current assessed value and (ii) the base assessed value shall be allocated by the treasurer and paid into a special fund entitled the "Local Enterprise Zone Development Fund." Such amounts paid into the fund shall be limited so as not to include any revenues resulting from machinery and tools taxes paid on other than new equipment as defined by this article. Such allocation shall be accomplished within 30 days after receipt of machinery and tools taxes from the qualified business.
- (f) Grants shall be allocated, by the Petersburg Industrial Development Authority, to qualified businesses in accordance with this article from grants made to the authority by the city from the Technology Zone Development Fund. Such grants shall be allocated to the qualified business within 30 days after receipt of the funds from the city.

(Ord. No. 03-52, 7-15-2003)

Sec. 38-95. - Compliance.

- (a) Once qualified as a qualified technology business, a business shall be entitled to file for a capital investment grant in each subsequent year unless it no longer engages in a qualified technology at a definite place of business in the qualified technology zone.
- (b) If a business ceases to be a qualified technology business during a calendar tax year in which the grant program applies, any payments made to the qualified technology business shall be prorated for the months the business was a qualified technology business.

(Ord. No. 03-52, 7-15-2003)

Sec. 38-96. - Confidentiality.

To the extent permitted under the Virginia Freedom of Information Act, confidential business records shall be safeguarded from disclosure. The technology zone administrator may establish verification procedures with the commissioner of the revenue for the city, which will ensure that all required taxes have been paid, but that all privacy concerns and rights are protected.

(Ord. No. 03-52, 7-15-2003)

Sec. 38-97. - Effective date.

This article shall be effective on October 21, 2014, and shall expire no later than January 1, 2020. Notwithstanding the foregoing, five-year grant periods, commenced for new equipment acquired prior to the termination of the technology zone, shall continue for the remainder of the five-year periods, and the technology zone shall extend for that purpose subject to the terms outlined herein.

(Ord. No. 03-52, 7-15-2003; Ord. No. 14-101, 10-21-2014)

Sec. 38-98. - I-95 Technology Zone.

The I-95 Technology Zone shall consist of all that tract of land located in the City of Petersburg, Virginia, containing 197.033 acres located on the east side of Interstate 95 and on the north side of Wagner Road, further identified as Tax Map Parcel 063-01-001, reference to said Tax Map Parcel which is made by this section and incorporated herein.

(Ord. No. 03-52, 7-15-2003)

Secs. 38-99—38-104. - Reserved.



News Release

Contact: AMPAC FINE CHEMICALS – +1 (888) 330-2232

E-mail: afcbusdev@apfc.com

Website: www.ampacfinechemicals.com

AMPAC FINE CHEMICALS TO BE ACQUIRED BY SK HOLDINGS

RANCHO CORDOVA, CALIFORNIA, July 16, 2018 — AMPAC Fine Chemicals ("AFC"), a leading US-based Contract Development and Manufacturing Organization ("CDMO"), today announced its sale to SK Holdings ("SK"), an investment holding company of SK Group (South Korea). This acquisition is the largest M&A transaction announced in the Korean pharmaceutical industry.

Since February 2014, AFC has been owned by H.I.G. Capital ("H.I.G."), a global private equity firm. Under H.I.G.'s ownership, AFC expanded the manufacturing footprint at Rancho Cordova, CA facility, started AMPAC Analytical, acquired a state-of-the art plant in Petersburg, VA, substantially enhanced its product pipeline, and delivered industry-leading growth every year since acquisition.

SK is purchasing AFC due to its unique capabilities, world class facilities, excellent reputation, outstanding people and great growth potential. AFC is SK's sole CDMO operation in the US and will play a crucial part in SK's development as a global leader in pharma manufacturing.

"Pharmaceuticals is one of SK Holdings' key pillars of growth and the acquisition of AFC is an important step towards becoming a global player in the market," said Donghyun Jang, President and Chief Executive Officer of SK Holdings. Mr. Jang added, "AFC's development and manufacturing capabilities and outstanding regulatory track record are an excellent complement to SK".

Aslam Malik, Chief Executive Officer of AFC, added, "We are excited to join SK Holdings. SK and AFC are highly complementary and with SK's strong presence in Europe and Asia, we will be able to provide our customers a much broader portfolio of offerings including a global supply chain. Together we will achieve SK's goal of becoming a global, top-tier CDMO".

ABOUT AMPAC FINE CHEMICALS

AFC is a U.S.-based company with demonstrated capabilities in process development, scale-up, and cGMP commercial production of active pharmaceutical ingredients and registered intermediates for pharmaceutical and biotechnology customers. Its specially engineered facilities and experienced staff allow AFC to safely produce highly energetic compounds at commercial scale. AFC's other technology platforms include production of highly potent compounds, continuous processes and industrial-scale chromatographic separation using simulated moving bed chromatography. In addition, AMPAC Analytical also provides testing services to the pharmaceutical industry. AFC's operations are located in Rancho Cordova & El Dorado Hills CA, La Porte, TX and Petersburg, VA.

Additional information about us can be obtained by visiting our web site at www.ampacfinechemicals.com.

Contact: Patrick Park +1 (916) 357-6376

Website: ampacfinechemicals.com

ABOUT SK HOLDINGS

SK Holdings continues to enhance its portfolio value by executing long-term strategic investments with a number of competitive subsidiaries in various business areas, including energy and chemicals, information and telecommunication, and semiconductors. In addition, SK Holdings is focused on reinforcing its growth foundations through profitable and practical management based on financial stability, while raising its enterprise value by investing in new future growth businesses. For more information, please visit <http://www.sk.com/en/index.jsp>.

Media:

NAMIN KIM, +82 10 5526 7833

kni@sk.com

OR

Investors:

GUNWOO KIM, +82 10 8635 8961

kim.gunwoo@sk.com

SOURCE: AMPAC Fine Chemicals

AN ORDINANCE AMENDING ARTICLE IV, OF CHAPTER 38, SECTION 38-97, CHANGING THE EFFECTIVE DATE OF THE TECHNOLOGY ZONE OF THE 2000 CODE OF THE CITY OF PETERSBURG, AS AMENDED.

BE IT ORDAINED, by the City Council of the City of Petersburg that it hereby amends Chapter 38 of the 2000 Code of the City of Petersburg, as heretofore amended, by amending said Chapter, Article IV, Section 38-97. Effective date as follows:

Sec. 38-97. Effective date.

This article shall be effective on October 21, 2014, **and the Technology Zone herein described may continue into perpetuity unless otherwise determined by the City of Petersburg in compliance with the Code of Virginia §58.1-3850.** ~~expire no later than January 1, 2020. Notwithstanding the foregoing, five-year grant periods, commenced for New Equipment acquired prior to the termination of the technology zone, shall continue for the remainder of the five-year periods, and the technology zone shall extend for that purpose subject to the terms outlined herein.~~ **If the Technology Zone Program ceases to exist, the participating Qualified Technology business may continue to participate in the Capital Investment Program for the non-exhausted five-year period remaining for all accepted and approved New Equipment.**

(Ord. No. 03-52, 7-15-2003; Ord. No. 14-101, 10-21-2014)

The regular meeting of the Petersburg City Council was held on Tuesday, September 4, 2018, at the Union Train Station. Mayor Parham called the meeting to order at 6:34p.m.

1. ROLL CALL:

Present:

Council Member Charles H. Cuthbert, Jr.
Council Member Annette Smith-Lee
Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member Darrin Hill
Vice Mayor John A. Hart, Sr.
Mayor Samuel Parham

Absent: None

Present from City Administration:

City Manager Aretha R. Ferrell-Benavides
Assistant City Attorney Rashaad Bey
Clerk of Council Nykesha D. Jackson, CMC

2. PRAYER:

Mayor Parham stated, "At this time we will have Mr. Wesley Nicholas from Mount Gilead to lead us in our opening prayer."

Mr. Nicholas led the City in prayer.

3. CLOSED SESSION:

*No closed session items.

4. MOMENT OF SILENCE:

a. Clerk of Council, Nykesha D. Jackson, led council and the audience in a moment of silence.

5. PLEDGE OF ALLEGIANCE:

a. Clerk of Council, Nykesha D. Jackson, led council and the audience in the pledge of allegiance.

6. DETERMINATION OF THE PRESENCE OF A QUORUM:

All City Council Members were present.

Mayor Parham stated, "For tonight's Positive Petersburg story, I would like to highlight the Student Development Academy – Job Shadowing Program. Can everyone in the program please stand and give a round of applause please. This program is an important initiative to expose young students to the day-to-day operations of local government. This is the first year for this program in Petersburg and we have the wonderful opportunity to briefly hear from these students tonight. The participants in this program will spend their summer shadowing City staff leadership and will also engage in Educational Awareness Sessions at Virginia State University, attend college tours and travel to Florida to visit Disney and Universal Studios. Thank you to the City Manager, Deputy City Manager, Ms. Tyus, and Tami Yerby for bringing this program to Petersburg. I look forward to hearing more about this and meeting the students later in the meeting. Thank you."

7. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATIONS:
(Each presentation will be limited to 10 minutes.)

*No items for this portion of the agenda.

Mayor Parham stated, "For tonight's Positive Petersburg, I would like to take the time to congratulate all of our students, teachers, administrators, fellow council members and all those who have been instrumental in making sure that our youth enjoyed a great first day back to school for the 2018-2019 school year. On Saturday, we had an awesome time with Petersburg's own Frank Mason and everyone who took part in the Back to School Basketball Game at Mount Olivet. We appreciate Vice Mayor John Hart for representing council for his smooth jump shot. And on Sunday, we enjoyed a packed building at the YMCA during the Kickback to School Drive with Petersburg's Shaping Up our Future and many, many other community organizations. Through the summer and even this week, we have had countless individuals, businesses and community organizations put in their time and resources to send our kids back to school properly. I would like to use this time to acknowledge all of those people. Thank you all."

8. COMMUNICATIONS/SPECIAL REPORTS:

a. City Assessor's Report

Brian Gordineer, City Assessor, gave a PowerPoint presentation on his report.

Key points:

- There five-member team is now currently fully staffed.
- City of Petersburg will be featured in the Quarterly Newsletter of Virginia's Assessment Professionals.
- Working with the Clerk of Circuit Court and are no longer receiving paper copies of documents. Everything is now electronic.
- Works with the Economic Development Office in helping produce the list of properties.
- The Field Inspection Program has begun, and every property will be inspected once every five years. It will be on a subdivision basis and there will be remeasuring structures and verifying property characteristics.
- There will be an Open House on September 11, 2018, from 2pm to 4pm.

There was discussion among City Council Members and Mr. Gordineer.

b. Public Safety Report

Captain Walker, Police Department, gave an update on public safety.

Key Points:

- There has been a lot of fires on Washington Street and that the Public Safety Director wants everyone to that the Fire Marshall's are working to get leads on whomever is starting fires.
- Operation "No Gun" has been a success. They have taken over 190 legal guns off the street.

c. City Manager's Report

- AMPAC Chemicals

BACKGROUND: AMPAC has a binding agreement with SK Holdings to acquire their business, including their facilities in California, Texas and here in Petersburg. Closing is scheduled for August 30th. SK Holdings representative are scheduled to visit the Petersburg site August 9, 2018, and AMPAC is requesting a response to share the SK Holdings during their visit and prior to closing. With the new ownership investment in

new equipment locally may not be as robust as has been previously announced under the AMPAC ownership without the favorable ruling. SK may be more inclined to move some of the production work to one of their other facilities. So, certainly a favorable could lead to an introduction opportunity for the City to deliver the good news to the SK leadership during their August 9, 2018 visit.

The City of Petersburg by Ordinance, established a Technology Zone that includes the property of AMPAC, formerly B.I. Chemicals. The development incentive associated with the Technology Zone is a rebate of Machinery and Tools taxes paid by the business within the Technology Zone through the City's Economic Development Authority. The purpose of the incentive is to promote private investment. According to AMPAC, the tax situation around the Technology Zone incentive was a significant due diligence item for SK Holdings.

AMPAC paid \$16.1 million for machinery and tools, furniture, fixtures and equipment, and tangible personal property. Of the \$16.1 million, \$15 million is the cost of Machinery and Tools, subject to taxation.

- The total estimated value of the machinery and tools is \$15 million (\$1.1 non-M&T)
- Of the machinery and tools valued at \$15 million, 10% (\$1.5 million) is estimated to be obsolete or not to be used in future operations.
- \$13.5 is the estimated maximum value of equipment to be used in future operations.
- Of the machinery and tools valued at \$13.5 million, some will continue to remain idle and therefore, not taxed.
- AMPAC purchased the machinery and tools in 2017, which was the first year the incentive could have been applied.
- There are three years remaining in eligibility of the total five-year incentive eligibility 2019, 2020 and 2021.

AMPAC used equipment in 2018 valued at \$1.2 million and paid \$16,188.57 in Machinery and Tools taxes.

If AMPAC used all of the equipment valued at \$13.5 million, the Machinery and Tools tax would total \$513,000 (\$3.80 per \$100 assessed value) in years 2019-2021, therefore during the three-year period, the maximum foregone tax revenue is \$1.54 million.

AMPAC does not anticipate utilizing all existing Machinery and Tools during the three-year period. All existing Machinery and Tools would be taxable in 2022.

AMPAC anticipates purchasing new equipment valued at up to \$10 million in 2018, which would be eligible for the five-year Technology Zone incentive until 2023, after which time the machinery and tools will be taxed.

RECOMMENDATION: It is recommended that the City Council consider approval of the requests by AMPAC, regarding machinery and tools valuation and Technology Zone incentives, with an incentive amount not to exceed \$250,000 per year (The M&T tax on \$13.5 million is \$513,000).

Reginald Tabor, Economic Development Manager, introduced Mr. Martin Myers, who is the Executive Director of Virginia Operations at AMPAC.

Martin Myers, Executive Director of Virginia Operations at AMPAC, gave an update on AMPAC.

Key Points:

- Based primarily in California near Sacramento.
- They are a contract manufacturer for pharmaceutical. They have started outsourcing to China and India.
- Has been assisting at the Petersburg Plant and that they just came up on their two years.
- They are working on getting 100 people to work for the plant.

- They expanded in the 60s to fine chemicals and in the 90s they did more than just fuel.
- They moved from public to private in 2014 and in 2016 they acquired the Petersburg site.
- As of last night, they were acquired by Korean Multinational. The deal closed last Friday.

Council Member Hill made a motion that City Council approve the requests by AMPAC, regarding machinery and tools valuation and Technology Zone incentives, with an incentive mount not to exceed \$250,000 per year. The motion was seconded by Council Member Myers. There was discussion among City Council Members and staff. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Hart and Parham; Absent: Smith-Lee

- Deputy City Manager for Community Affairs – Darnetta Tyus

Ms. Tyus presented Mayor Parham and Mrs. Benavides with a framed picture of the shadowed students from the City of Petersburg in their appreciation, hard work and participation. She also stated that there are some flyers in the back of the room announcing the next city-wide cleanup. She stated that it will be November 3rd, beginning at 8am and stopping at noon and then followed by a cookout.

Council Member Wilson asked Ms. Tyus will they be expanding the volunteer program and if there are any plans for the citizens academy.

Ms. Tyus stated that there is no plan to officially expand the volunteer office. They are using the block by block organization now and that this is how they will consistently use this to get as many people to participate. They are expanding the base and pool of volunteers. She stated that effective January the Office of the Deputy City Manager of Community Affairs by way of Tami Yerby and special events and will take over the planning of the Citizens Academy. She stated that Citizens Academy will be a citywide initiative as of January.

- Deputy City Manager for Development – Lionel D. Lyons

Mr. Lyons stated that there were a number of issues that were asked about regarding code enforcement and zoning administration and the improvements that they are trying to make in that area. He stated that he provided a front and back one-page memo for them to read. He stated that Mrs. Peters and her staff are doing a great job and that they have started to work with Judge Lupold.

Michelle Peters, Director of Planning and Community Development, gave updates on the Jarratt House.

Key Points

- Purchase Order has been secured to do the work from the architect plans for permanent stabilization of the Jarratt House.
- The City could do the test pits inhouse and did not have to hire anyone.
- The deadlines on the building have been removed and that they want to thank DPW for doing the work for them.
- They will have a meeting to focus on how they will engage the Pocahontas Island Community. They have been active participants in the reports that have been done.
- They will finally come to council with a public hearing with a recommendation regarding the Jarratt House.

There was discussion among City Council Members and staff on the Jarratt House.

Mrs. Peters stated that she will come back with an update in October and also have information on community participation and target date.

Council Member Wilson-Smith asked that with the work that will be done the plan to keep the Jarratt House in the same format that it was.

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wtvr.com/news/local-news/civica-rx-pharmaceutical-plant-insulin-petersburg-virginia



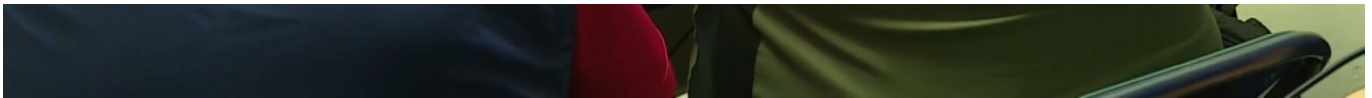
This historic Virginia city sees 'biggest economic development' in 40 years, mayor says

Civica Rx aims to manufacture 3 generic forms of insulin to cut list price by 90%



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Gary Hess has been calling high school football games in Richmond for decades.



By: [Wayne Covil](#) , WTVR CBS 6 Web Staff

Posted at 4:30 PM, Apr 01, 2022 and last updated 2:47 PM, Apr 01, 2022

PETERSBURG, Va. – Pharmaceutical companies are changing the landscape in Petersburg, Virginia. In fact, officials estimate three of the drug companies will be providing more than 600 jobs to the area by 2024.

Sen. Tim Kaine (D-Va.) and Petersburg Mayor Sam Parham said location was a key reason Civica Rx decided to build in the historic city.

"We can drive anywhere on the East Coast in less than a day," Civica CEO Martin Van Trieste said.

The investment by Civica and the other two pharmaceutical plants mean big business for the city.



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Civica

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Van Trieste said Civica will be able to reduce the cost of making medications through innovation.

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Record heat hits Richmond

"Civica has a vision, that if they can capture the vision, they can cut the cost by 90%, and so that's going to be good for patients," Kaine said.

"We're committed to driving the cost down and we're committed to making things in the United States," Stan Benson, Civica’s VP for site operations, said. “And we're committed to supplying drugs that are on the Drug Shortage List."

This is the first manufacturing facility for Civica, which is a non-profit that currently offers 60 different medications. It will be located [next to the AMPAC Fine Chemicals facility](#) on N. Normandy Drive.

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"This is really important to the local economy but the products that are created here, and the manufacturing processes that are bring worked on in Central Virginia, are going to end up reducing the cost of pharmaceuticals around the world," Kaine said.



WTVR
Civica

The company hopes their success will cut into medications being manufactured in China.

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"I think most of us feel better about the quality, when it's made here at home," Kaine said. "But we definitely feel better about the Security of it "

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Commonwealth University have teamed up to make that happen.

Civica, while still under construction, is already expanding. By 2024, the company expects to be manufacturing three generic forms of insulin that company officials said will cost 90% less than medication’s current list price.

This is a developing story, so anyone with more information can [email newstips@wtvr.com](mailto:newstips@wtvr.com) to send a tip.

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New playground in Petersburg m x



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New playground in Petersburg made possible by a large donation



School Board Chair Mr. Kenneth L. Pritchett and Board Member Mr. Adrian Dance attended the check presentation with Dr. Pitre-Martin and Ms. Trina Mitchener, Principal of Pleasant's Lane Elementary School. (pcps)

By Katherine Lutge

Updated: Jun. 18, 2021 at 8:45 AM PDT



PETERSBURG, Va. (WWBT) - A Petersburg elementary school is getting its first playground thanks to a generous donation from an area business.

The \$58,855 check was presented at the AMPAC Fine Chemicals Day ceremony at the Petersburg Industrial Park campus to board members and school officials from Petersburg City Public Schools. It will be used to build a playground at Pleasant Lane Elementary School.

"We couldn't be more pleased to receive this generous donation from AMPAC, Phlow, Civica, Virginia Commonwealth University, and Medicines for All Institute to support our Pleasant's Lane students," said Dr. Maria Pitre-Martin, Superintendent of Petersburg City Public Schools. "The playground that will be built for the school will be a positive boost for the physical and social-emotional well-being of our students."



The Progress-Index

NEWS

'National objective': VA governor says Petersburg's pharma closing industry gap



Bill Atkinson

The Progress-Index

Published 4:38 p.m. ET June 17, 2022

PETERSBURG — The work being done now and in the future at AMPAC Fine Chemicals is having an impact not just on local and state, but also on national importance, Virginia's governor told company workers and leadership.

Beneath a canopy on a hot late-spring Friday, Gov. Glenn Youngkin said the COVID-19 pandemic "exposed the gap" between U.S. and world drug manufacturing "in such an extraordinary way that our nation struggled with how to meet and close that gap." The governor applauded both AMPAC and Petersburg for taking steps to close that gap.

"And here's Petersburg, and here's AMPAC, and here is the pharmaceutical cluster working together to meet a real need nationally," Youngkin said. "It is so uniquely Petersburg and it is so uniquely Virginia that we all have to be overwhelmingly proud of the progress and, oh, by the way, the critical role that you all are playing in accomplishing a national objective.

"I want you to know that the nation watches, the commonwealth watches. And of course, we are doing everything we can to be your partner as well."

Related: Chemical plant reopens, promises to bring at least 100 more jobs to Petersburg

AMPAC is at the core of a pharmaceutical cluster that both Petersburg and the state are heaving banking upon to be an economic driver in a city that less than 10 years ago was on the brink of financial disaster. AMPAC has invested an additional \$25 million in improving its plant in the Petersburg Industrial Park, and company CEO Dr. Jeff Butler told the gathering Friday that the goal of hiring 150 workers at the Petersburg plant has been met ahead of schedule.

Toyland: LEGO says it will spend \$1 billion to build new toymaking plant in Chesterfield County

Richmond-based Phlow Corp. and nonprofit manufacturer Civica RX are also putting up facilities as part of the cluster.

Youngkin cited a \$29 million inclusion in the upcoming two-year biennium budget that will pay for water and sewer improvements at the Poor Creek water station that serves the industrial park. The governor proposed 35 amendments to that budget that the General Assembly was set to take up on Friday, but none of those amendments were expected to affect the Poor Creek funding.

Youngkin promised the crowd "I will sign" that budget.

Friday was designated "AMPAC Day" in Petersburg. Mayor Sam Parham presented a proclamation to AMPAC's management commemorating the recognition.

Following the ceremony, the Youngkins were led on a quick tour of one of AMPAC's production centers. As he left, the governor briefly told reporters he was "impressed" with what he saw.

Bill Atkinson (he/him/his) is an award-winning journalist and daily news coach for USA TODAY Network's Atlantic Region which includes Virginia. He is based in Petersburg, Virginia. Reach him at batkinson@progress-index.com.

s Petersburg AMPA x



wtvr.com/news/local-news/governor-youngkin-tours-ampac-fine-chemicals-pharmaceutical-pla

everything."



ngkin 'incredibly th new Petersburg iaceutical plant

Governor: 'You can't drive up and down the road out here and not see it has got a ripple effect on everything'



Governor Youngkin tours Petersburg AMPAC pharmaceutical plant

VI, Jun 17, 2022

Governor Glenn Youngkin received a unique, behind-the-scenes tour of the AMPAC pharmaceutical facility in Petersburg Friday morning.

The company is "ahead of schedule" for its three-year plan set in

2023," Butler said about the \$25 million investment and 150



WTVR

AMPAC Fine Chemicals plant in Petersburg, Virginia.

As the cluster of pharmaceutical facilities in grow, the nation is expected to see more medicine being developed in Petersburg.

Butler said the company is creating end-to-end solutions at the facility with their nearby partners Phlow and Civica.

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"Here is Petersburg, and here is AMPAC, and here is the pharmaceutical cluster working together to meet a real need, a national need," Youngkin said. "This is my third trip to Petersburg and it is just the beginning of a model of how a governor and our administration and a city can partner and make a difference."

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in the state's budget, which includes nearly \$30 million for sewer lines going directly to the pharmaceutical cluster.



WTVR

AMPAC Fine Chemicals plant in Petersburg, Virginia.

The general manager of the Petersburg AMPAC site said it was important for Youngkin "to see the inner actions between our Company and the City of Petersburg."

"Incredibly impressed, you know the investment, the commitment to people and... the investment in Petersburg," Youngkin told CBS 6 Senior Reporter Wayne Covil after touring the plant. "You can't drive up and down the road out here and not see it has got a ripple effect on everything."

AMPAC Fine Chemicals, which bought the shuttered Boehringer Ingelheim Plant in 2016, ramped up operations in 2019 with a second manufacturing building that is now up and running. A third building is expected to be online in early 2023.



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City of Petersburg like never before," said Petersburg Mayor
ne 17 as AMPAC Day in the city.

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With money in the state budget to upgrade water and sewer to the pharmaceutical cluster, the city now looking at other ways to upgrade the area, which could include a new fire station, near the pharmaceutical plants.

Parham also said he would like to see AMPAC move their California-based headquarters to Petersburg.

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Time running out for winner to claim \$38 million lottery prize



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing on January 17, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property at 469 Byrne Street, parcel 031050039. (Page 70)**

PURPOSE: To provide City Council with the details for the potential sale of 469 Byrne 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 on October 31, 2022, from Joel Erb to participate in the auction on GovDeals to purchase City-owned property located at 469 Byrne Street which was a vacant residential lot. On November 8, 2022, at the conclusion of the auction, it was determined that Mr. Erb 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 115 Jolly Alley and maintain it as open space. Staff have attached an addendum to the purchase agreement (see attached) that requires the following "The Purchaser agrees that the property located at 469 Byrne Street will remain open space. This agreement shall be incorporated into the Deed of Conveyance of the property from the city to the purchaser and shall run with the land." The purchaser's signature on the Addendum will be provided during the presentation to council prior to the council vote.

The proposed purchase price for the parcel is \$2500, which is 50% of the assessed value, \$5000. 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 469 Byrne Street is zoned R-3, a two-family residential district.

Address: 469 Byrne Street

Tax Map ID: 031050039

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: 1/3/2023

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. 469 Byrne Street Ordinance
2. Byrne-ED-App
3. 469 Byrne Street Purchase Agreement
4. Addendum to 469 Byrne Streetrev acw
5. 469 Byrne Street
6. 469 Byrne Street Map
7. 469 Byrne Street

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property at 469 Byrne Street, parcel ID 031050039

WHEREAS, the City of Petersburg has received a proposal from Joel Erb to purchase the City-owned property at 469 Bryne Street, Parcel ID: 031050039; and

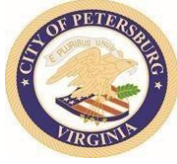
WHEREAS, Joel Erb owns the adjacent property located at 115 Jolly Alley; and

WHEREAS, Joel Erb 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 January 17, 2023; 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 Joel Erb towards the sale of City-owned property at 469 Byrne Street, parcel ID 031050039.



City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Joel Erb

Contact Address 414 Harrison Street

Contact Email Address falcon@joelerb.com

Contact Phone Number 804-402-9305

Property you wish to bid on:

Property Address 469 Byrne Street

What is the intended use of the property:

Development Description-

Extension of current personal lot.

Buyer Experience:

Please detail experience you have in development

Member of the EDA and conducting improvement work on Harrison Street.

Please email application to:
The Department of Economic Development
econdev@petersburg-va.org

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5000

Consideration: \$2500

Tax Map No.: 031-050039

This Real Estate Purchase Agreement (the "Agreement") is dated January 17, 2023, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Joel Erb, 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: 469 Byrne Street, Petersburg VA 031-050039 (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 five hundred (\$2,500) (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, two hundred fifty dollars (\$250), (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) business 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 at (Property).

6. Termination Prior to Conclusion of Due Diligence Phase:

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, 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 one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then 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. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit

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

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

- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
 - b. Purchaser has full power, authorization and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.
9. **Condition of the Property:** Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.
10. **Insurance and Indemnification:** Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.
11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the

Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

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

SELLER:

The City of Petersburg
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:

Joel Erb

414 Harrison Street

Petersburg, Virginia 23803

COPY TO:

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

15. **Modification:** The terms of this Agreement may not be amended, waived or terminated, but only by an instrument in writing signed by the Seller and Purchaser.
16. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
17. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

18. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
19. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
20. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.
21. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
22. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
23. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
24. **Title Protection:** Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
25. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure.

27. Compliance with Zoning, land use and Development requirements: Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Joel Erb

By: , Joel Erb

Title: _____

Date: December 10, 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

**FIRST ADDENDUM TO PURCHASE AGREEMENT FOR THE PROPERTY
LOCATED AT 469 BYRNE STREET BETWEEN JOEL ERB AND THE CITY OF
PETERSBURG DATED JANUARY 17, 2023**

WHEREAS the parties have entered into a Purchase Agreement for the property located at 469 Byrne Street in the City of Petersburg, Virginia; and

WHEREAS, in accordance with the terms of said Purchase Agreement, the Agreement may not be amended except by a written addendum signed by all parties.

NOW, therefore the Parties wish to Amend the Purchase Agreement to add Paragraph 28 which is hereby incorporated into said Purchase Agreement as if set forth fully therein as follows:

28. The Purchaser agrees that the property located at 469 Byrne Street will remain open space. This Agreement shall be incorporated into the Deed of conveyance of the Property from the City to The Purchaser and shall run with the land.

All other provisions of the Purchase Agreement shall remain in full force and effect.

PURCHASER

By: _____
Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____
City Manager

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

Proposal to Purchase City-Owned Property



Purchaser									
Project Name	469 Byrne Street								
Property Address	469 Byrne Street								
Parcel Number	031-050039			Acreage		1.23		Bldg SF	
Year Constructed	NA								
Project Developer	Joel Erb								
Contact Name	Joel Erb								
Address	414 Harrison St					Phone		804-402-9305	
	Petersburg, VA								
Email	falcon@joelerb.com								
Experience/Qualifications	NA								
Development Description	As it adjoins my current home, the lot is dire need of cleanup (significance trash dump), grading, and water drainage								
Offered Purchase Price	\$2,500			Construction Costs		\$		-	
				Total Investment		\$		2,500.00	
Description of Financing (%)	self financed/ cash								
Community Benefit	Cleaning of brush and trash (current dumping ground)								
Due Diligence Period (months)	90								
Construction Start Date	NA			Completion Date		NA			
Number of Projected Jobs	Temp/Const. Jobs		0		Permanent Jobs		0		
Average Wage									
Contingencies	Zoning Permits								
City Assessment									
Outstanding Obligations									
Proposed Land Use	Residential			Yes		No			
Comp Plan Land Use	Residential			Conformance		Y			
Zoning	R-3			Conformance		Y			
Enterprise Zone	NA								
Rehab/Abatement									
New Construction	NA								
Historic District	Yes								
Assessed Value	\$ 5,000.00		Appraised Value		\$ -		Date		
City Revenue from Sale	\$ (2,500.00)								
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20		
Real Estate Tax	\$ -	\$	67.50	\$	337.50	\$	843.75		
Personal Property Tax	\$ -	\$	-	\$	-	\$	-		
Machinery and Tools Tax	\$ -	\$	-	\$	-	\$	-		
Sales and Use Tax	\$ -	\$	-	\$	-	\$	-		
Business License Fee	\$ -	\$	-	\$	-	\$	-		
Lodging Tax	\$ -	\$	-	\$	-	\$	-		
Meals Tax	\$ -	\$	-	\$	-	\$	-		
Other Taxes or Fees	\$ -	\$	-	\$	-	\$	-		
Total	\$ -	\$	67.50	\$	337.50	\$	843.75		
Total Tax Revenue		\$	67.50	\$	337.50	\$	843.75		
Waivers & Other Costs to the City		\$	-	\$	-	\$	-		
City ROI (Revenue - Cost)	\$ -	\$	67.50	\$	337.50	\$	843.75		

Proposal to Purchase City-Owned Property



Staff Recommendation	_____	
Last Use Public	_____	Comm. Review Date _____
Council Decision	_____	Council Review Date _____
Disposition Ord #		Ord Date _____

Petersburg, Virginia

Parcel: 031050039

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:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	469 BYRNE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.083	City Ward:	5
Legal Description:	40 X 90	Polling Place:	Tabernacle Baptist Church
Subdivision:	Charlton	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):		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
	11/28/2001	\$0	2001/4563

Assessments

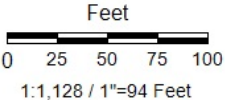
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

- County Boundaries
- Parcels



Parcel #: 031050039

Date: 12/16/2022

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

Presentation for Council 469 Byrne Street Purchase Agreement Proposal



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
January 17, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Joel Erb for the purchase of City-owned property located at 469 Byrne Street.

Background



- Zoning – R3
- Acreage – .083
- Current Use- Vacant Residential Lot
- Proposed Use –additional acreage for adjoining lot at 115 Jolly Alley
- Purchase Price-\$2500

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 469 Byrne Street.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

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 lease agreement between the City of Petersburg and the Commonwealth of Virginia, Department of Motor Vehicles for city-owned property located at 1004 Commerce Street. (Page 92)

PURPOSE: To provide City Council with the details for the Commonwealth of Virginia, Department of Motor Vehicles to create and operate a Commercial Driver's License Testing Center for this region.

REASON: The Commonwealth of Virginia, Department of Motor Vehicles would like to create and operate a Commercial Driver's License Testing Center for this region. They would be re-locating from their current location in Chesterfield County. They desire to have all improvements completed and be operational in March 2023.

RECOMMENDATION: The staff recommends City Council to approve and adopt the attached ordinance.

BACKGROUND: This opportunity came from the Partnership for Petersburg's initiatives to bring state agencies into the City. The Department of Motor Vehicles will rehabilitate the entire site, and estimate their improvements will total one (1) million dollars. They would be re-locating from their current location in Chesterfield County

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 1/17/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning, and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Lease Agreement Ordinance

ORDINANCE

An ordinance authorizing the City Manager to execute a lease agreement between the City of Petersburg and Commonwealth of Virginia, Department of Motor Vehicles for city-owned property located at 1004 Commerce Street.

WHEREAS, The Commonwealth of Virginia, Department of Motor Vehicles would like to create and operate a Commercial Driver's License Testing Center for this region. They would be re-locating from their current location in Chesterfield County; and

WHEREAS, They desire to have all improvements completed and be operational in March 2023; and

WHEREAS, This opportunity came from the Partnership for Petersburg's initiatives to bring state agencies into the City. The Department of Motor Vehicles will rehabilitate the entire site and estimate their improvements will total one (1) million dollars.; and

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorize the City Manager to execute a lease agreement between the City of Petersburg and Commonwealth of Virginia, Department of Motor Vehicles for city-owned property located at 1004 Commerce Street.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Anthony Williams

RE: Request to hold a public hearing on January 17, 2023, on an Ordinance to Add Section 2-241 to the City Code Reserving the Right of Council to Remove Appointed Members of Boards, Commissions, and Authorities. (Page 95)

PURPOSE: To reserve Council's unqualified right of removal of appointed members of Boards, Commissions, and Authorities

REASON: City Council directed that the City Attorney prepare this item for consideration. Provisions of the Code of Virginia prescribe a statutory means of removal of members appointed by City Council to certain boards, commissions, authorities and other entities unless the appointing authority [City Council] "is given [or otherwise has lawfully reserved] the unqualified power of removal." In order to ensure that Council retains its ability to remove such appointed members at will, it is recommended that Council incorporate this provision into the City Code.

RECOMMENDATION: Adopt the Ordinance.

BACKGROUND: City Council directed that the City Attorney prepare this item for consideration. Provisions of the Code of Virginia prescribe a statutory means of removal of members appointed by City Council to certain boards, commissions, authorities and other entities unless the appointing authority [City Council] "is given [or otherwise has lawfully reserved] the unqualified power of removal." In order to ensure that Council retains its ability to remove such appointed members at will, it is recommended that Council incorporate this provision into the City Code.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

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. AN ORDINANCE TO ADD SECTION 2

AN ORDINANCE TO ADD SECTION 2-241 TO THE CITY CODE RESERVING THE RIGHT OF COUNCIL TO REMOVE APPOINTED MEMBERS OF BOARDS, COMMISSIONS, AND AUTHORITIES

WHEREAS, City Council appoints members to City Boards, Commissions, and Authorities who serve as officers of the City and aid in the operation of City government; and

WHEREAS, certain provisions of the Code of Virginia prescribe a statutory means of removal of such officers appointed by City Council unless the appointing authority (City Council) “is given [or otherwise has lawfully reserved] the unqualified power of removal; and

WHEREAS, it is the wish of Council to affirm its unqualified power of removal with respect to all such Boards, Commissions, and Authorities; and

WHEREAS, it has been recommended that Council memorialize this reservation of its right of removal in the published Code of Ordinances by the addition of Section 2-241 to wit:

SEC. 2-241 Unqualified power of removal.

To the fullest extent permissible under Virginia Law, City Council hereby reserves unto itself the unqualified authority to remove any member appointed by City Council to any Board, Commission, Authority or other entity to which Council makes appointments.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023
TO: The Honorable Mayor and Members of City Council
THROUGH: March Altman, Jr., City Manager
FROM: Nykesha Lucas
RE: Discussion and consideration of the Rules of Council. (Page 98)

PURPOSE: To review and make changes to Rules of Council.

REASON: To review and make changes to Rules of Council.

RECOMMENDATION: To approve by resolution after changes have been made, if any.

BACKGROUND: See attached Rules of Council.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/3/2023

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. 22-R-01

A RESOLUTION ADOPTING THE RULES OF COUNCIL

RULE I. – MEETINGS

Section 1. Regular Meetings. Except as set forth in Section 8 of Rule I, Council shall hold regular meetings on the first and third Tuesdays of each month. Regular meetings shall be comprised of Council “Work Sessions” and Council “Business Meetings.” Work Sessions shall be held for the purpose of allowing council to receive information on proposals and other items of city business. No formal action of council shall occur at a Work Session. Work Sessions will be held on the first Tuesday of each month at a time and location properly noticed by the Clerk of Council in accordance with the rules. Business Meetings shall be held on the third Tuesday of each month at a time and location properly noticed by the Clerk of Council in accordance with these rules.

“Formal Action of Council” shall mean the adoption by council of any resolution or ordinance, or the approval of any motion other than procedural motions for the purpose of conducting the meeting. Formal action of council shall not include first readings, schedule public hearings, directions to appointees to have items researched directly or by their staff, direction to prepare future agenda items, and other such requests or direction to Council-appointed personnel.

Section 2. Special Meetings. Special meetings of Council shall be held when called by the mayor or requested by two or more Council Members. The call or request shall be made to the Clerk and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the Clerk, after consultation with the mayor, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting. Only matters specified in the notice shall be considered at such meeting, unless all Council Members are present. The notice may be waived if all Council Members attend the special meeting or sign a waiver.

Section 3. Organizational Meeting. In January of every year, Council will hold an organizational meeting prior to the first regularly scheduled public meeting. The purpose of the organizational meeting will be to adopt the rules. In odd-numbered years, Council will elect a Mayor and Vice Mayor. At least three days prior to the Organizational Meeting, Members of Council and/or City staff shall provide draft copies of any proposed changes to these Rules to all Members of Council, the City Manager, the City Attorney, and the Clerk of Council, which draft changes shall be made available to the public upon receipt by the Clerk in conjunction with the council agenda for the Organizational Meeting. Any changes not submitted in accordance with this Section shall not be considered by council.

Section 4. Quorum. A majority of Council shall constitute a quorum for the transaction of business, unless otherwise required by law or ordinance.

Section 5. Adjournment. If a quorum of Council fails to attend any meeting, whether regular or special, the presiding officer may adjourn the meeting to some later date and notice of such adjournment shall be given to each Council Member by the Clerk. The Clerk shall enter such adjournment on the journal.

Section 6. Presiding Officer. All meetings of Council shall be presided over by the Mayor, or, in the Mayor's absence, by the Vice Mayor, or, in the absence of both, by some other Council Member to be designated by Council and entered of record on the journal. As used in these Rules of Council, the term "presiding officer" refers to the Mayor, or in the Mayor's absence, the Vice Mayor, or, in the absence of both, the Council Member designated by Council and entered of record on the journal.

Section 7. Length of Meetings. No meeting shall extend after the hour of 10:00 p.m. unless Council by an affirmative vote of the majority of Council Members present extends the length of the meeting. The Council Member so moving to extend the length of the meeting shall include in his or her motion the matters appearing on the docket for that meeting to be considered after the hour of 10:00 p.m.

Section 8. Meeting Schedule. No regular meetings of Council will be held during the month of August of each year. Also, there shall be only one regular meeting in the month of December, and it shall be held on the second Tuesday of that month, unless otherwise scheduled by Council. If a regularly scheduled meeting shall fall on a holiday or the day of a general election, this meeting shall be held, instead, on the next Tuesday.

Section 9. Start Time of Meetings. All meetings of Council shall be beginning at 4:00 p.m. with a closed session with the regular meeting beginning at 5:00 p.m., unless a majority of Council Members vote to schedule it at a different time or unless a majority of Council Members inform the Clerk otherwise in writing. Required legal notice shall be given of such change.

Section 10. Place of Meetings. All meetings of Council shall be held in the Union Train Station or Petersburg Public Library unless a majority of Council Members vote to schedule it elsewhere or unless a majority of Council Members inform the Clerk otherwise in writing. Required legal notice shall be given of each change.

Section 11. Virginia Freedom of Information Act. Council whole-heartily concurs with the General Assembly of Virginia that the affairs of government are not intended to be conducted in an atmosphere of secrecy since at all times the public is the beneficiary of all action taken by its own government. Therefore, Council shall conduct its business in a way that promotes increased awareness, by all citizens, of Council's activities and affords every opportunity for citizens to witness the operations of Council except as authorized by the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq. Accordingly in addition to those notice and meeting requirements established by law, Council shall give no less than three (3) business days' prior notice of all special and emergency meetings unless a majority of Council Members inform the Clerk otherwise in writing and all such meetings shall take place at the time and place indicated in Sections 9 and 10 of Rule I. Notwithstanding the foregoing, actions taken at meetings, where a

quorum is present and in compliance with other minimum requirements of law, shall not be invalidated by any departure from this Section 11 of Rule I.

Section 12. Cancellation or Rescheduling of Meetings. Once the Clerk has notified the public of a meeting of Council, the meeting shall be held as noticed unless a majority of Council Members ask the Clerk in writing to cancel or re-schedule the meeting.

Section 13. Roundtable Format. The presiding officer may request that any regular or special meetings of Council be conducted in a roundtable format to create an environment that facilitates thorough and productive discussion. Council Members and the Clerk shall assist in adjusting the set-up of the meeting room to create the roundtable format.

RULE II – CLERK AND RECORDS

Section 1. Clerk of Council. Council shall elect a Clerk who shall keep a neat and accurate journal of Council proceedings and shall be the custodian thereof. After the minutes are read and approved, they shall be signed by the presiding officer.

Section 2. Docket. The Clerk shall prepare and present at each sitting of Council a docket of all matters requiring the attention of Council. The docket of all regular meetings shall be provided to all Council Members no later than five (5) days before Council is scheduled to meet.

Section 3. Form of Ordinances. Council shall comply with Virginia Code § 15.2-1426, which states that:

The object of every ordinance, except an ordinance approving a budget and annual appropriation ordinance or an ordinance which codifies ordinances, shall be clearly expressed in its title. All ordinances which repeal or amend existing ordinances shall identify by title the section to be repealed or amended.

Council shall comply with Virginia Code § 15.2-1427(B), which states that:

On final vote on any ordinance or resolution, the name of each member of the governing body voting and how he voted shall be recorded...[t]he governing body may adopt an ordinance or resolution by a recorded voice vote unless otherwise provided by law, or any member calls for a roll call vote.

Section 4. Records of Meetings. Except as provided herein, all meetings, whether open or closed, shall be recorded electronically. The electronic recording shall be produced and maintained by the Clerk; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the Clerk. The Clerk shall maintain accurate and up-to-date Council records, including the journal described in Section 1 of Rule II, and shall make such records available to the public. Copies of the records shall be provided to the public or any requester at his or her expense. A copy of the minutes shall be made available to the public or requester no more than seven (7) business days after the meeting. A copy of the full record, including any recording or transcript, shall be

made available no later than seven (7) business days after the meeting. This Section 4 of Rule II shall not apply to administrative meetings, breakfast meetings, open discussions, or other gathering of Council when no official action is expected to take place; provided, that no official action may be taken at such meetings.

Section 5. Notice of Ceremonial Proclamations. Each ceremonial proclamation shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

RULE III. - ORDINANCES AND AMENDMENTS

Section 1. Introduction of Ordinances. Every ordinance shall be read by its title when presented. No ordinance shall be amended, suspended, or repealed except by ordinance regularly introduced and passed, nor shall any section of any ordinance be amended unless the whole section shall be reordained. No ordinance shall be considered at the meeting at which it is introduced if objection thereto be made by four (4) Council Members.

Section 2. Recording Ordinances. All enacted and adopted ordinances and resolutions shall be recorded in a book to be kept for that purpose and shall be attested by the Clerk as having been enacted or adopted by Council. They shall then be signed by the Mayor.

Section 3. Approval Requirements for Certain Ordinances and Resolutions. No ordinance or resolution appropriating money exceeding the sum of One Hundred Dollars (\$100.00), imposing taxes, or authorizing the borrowing of money, shall be passed except by a recorded affirmative vote of a majority of Council Members. No ordinance appropriating money exceeding the sum of One Thousand Dollars (\$1,000), imposing taxes or authorizing the borrowing of money shall pass on the date of its introduction. The vote on such ordinance or resolution shall be taken by "ayes" and "nays" and shall be entered on the journal, and the affirmative vote of a majority of Council Members shall be necessary for its passage. No ordinance or resolution amending or changing the rate of license fees or taxes imposed by the City of Petersburg shall pass on the day of its introduction.

Section 4. Public Hearings. The presiding officer shall provide an opportunity for the public to be heard on each ordinance or resolution considered by Council. Where specific procedures for public hearing are established by law, such procedures shall be followed. In all other instances, public comment will be heard after a motion for adoption of the ordinance or resolution has been accepted by the presiding officer and prior to discussion by Council. Once Council has started discussing the motion, no further input from the public will be accepted.

RULE IV. - RECONSIDERATION

No question decided by Council shall be again brought forward at any subsequent meeting during the period of thirty (30) days thence ensuing, unless there is a motion to reconsider it before Council adjourns. No such motion to reconsider shall be entertained unless it is made by a Council Member voting with the prevailing side at that meeting.

RULE V – ORDER OF BUSINESS

Section 1a. Order of Business. Unless otherwise provided in accordance with Section 4 of Rule VI, at every regular meeting of Council, the order of business shall be as follows:

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 meeting)
8. Official Public Hearings
9. Public Information Period
10. Business or Reports from Mayor or Council Members
11. Items Removed from Consent Agenda
12. Unfinished Business
13. New Business
14. City Manager's Agenda
15. Business or Reports from the Clerk
16. Business or Reports from the City Attorney
17. Adjournment

Section 1b. Order of Work Session. Unless otherwise provided in accordance with Section 4 of Rule VI, at every work session of Council, the order of business shall be as follows:

1. Roll Call
2. Prayer

3. Pledge of Allegiance
4. Determination of the Presence of a Quorum
5. Approval of Consent Agenda (to include minutes of previous meeting)
6. Special Reports
7. Monthly Reports
8. Finance and Budget Report
9. Capital Projects Update
10. Utilities
11. Streets
12. Facilities
13. Economic Development
14. City Manager's Agenda
15. Business or Reports from the Clerk
16. Business or Reports from the City Attorney
17. Public Comments
18. Adjournment

Section 2. Closed Meetings.

- A. Council may hold closed meetings only for the purposes set forth in Virginia Code § 2.2-3711. No closed meeting shall be held unless Council has taken an affirmative recorded vote in an open meeting approving a motion that (i) identifies the subject matter, (ii) states the purpose of the meeting and (iii) makes specific reference to the applicable exemption from open meeting requirements provided in Virginia Code § 2.2-3707 or Virginia Code § 2.2-3711(A). The matters contained in such motion shall be set forth in detail in the minutes of the open meeting. A general reference to the provisions of the Virginia Freedom of Information Act, the authorized exemptions from open meeting requirements, or the subject matter of the closed meeting shall not be sufficient to satisfy the requirements for holding a closed meeting.

- B. Council shall restrict its discussion during the closed meeting only to those matters specifically exempted from the provisions of the Virginia Freedom of Information Act and identified in the motion required by Virginia Code § 2.2-3711(A).
- C. At the conclusion of any closed meeting, Council shall immediately reconvene in an open meeting and shall take a roll call or other recorded vote to be included in the minutes of Council, certifying that to the best of each Council Member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by Council. Any Council Member who believes that there was a departure from the requirements of clauses (i) and (ii), shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place. The statement shall be recorded in the minutes of Council. Failure of the certification required above to receive the affirmative vote of a majority of Council Members present during a meeting shall not affect the validity or confidentiality of such meeting with respect to matters considered therein in compliance with the provisions of the Virginia Freedom of Information Act. The recorded vote and any statement made in connection therewith, shall upon proper authentication, constitute evidence in any proceeding brought to enforce the provisions of the Virginia Freedom of Information Act.
- D. Council may permit non-members to attend a closed meeting if such persons are deemed necessary or if their presence will reasonably aid Council in its consideration of a topic that is a subject of the meeting.
- E. To the extent legally permissible, a Council Member shall be permitted to attend and observe a closed meeting held by any Council Appointed Board or Commission in accordance with §2.2-3712(G) of the Code of Virginia.
- F. Except as specifically authorized by law, in no event may Council take action on matters discussed in any closed meeting, except at an open meeting for which notice was given as required by Virginia Code § 2.2-3707.
- G. The Clerk shall attend all closed meetings of Council. Minutes may be taken during closed meetings of Council but shall not be required. Such minutes shall not be subject to mandatory public disclosure.

Section 3. Consent Agenda. The Clerk, with the approval of the presiding officer, is authorized to prepare a consent agenda for routine, non-controversial matters. The purpose of the consent agenda is to provide a method for the expeditious handling of items which, in the opinion of the Clerk and the presiding officer, will not require discussion and will be approved unanimously by Council. Prior to the consideration of a motion to approve the consent agenda, the presiding officer shall ask if any Council Member would like to have an item removed from the consent agenda for discussion, for further information, or to have a separate vote on that item.

There may be a short discussion of consent agenda items to answer any questions or clarify a matter. There shall be no lengthy debate or discussion of a consent agenda item. Matters shall be removed from the consent agenda and placed on the regular docket for debate at the request of any Council Member, with the approval of the patron, or the presiding officer. In the discretion of the presiding officer, any item on the docket may be called out of the order as listed thereon. The consent agenda shall be introduced by a motion to approve and shall be considered by Council as a single item. The consent agenda shall include, by way of illustration but not limitation, the following:

- A. Approval of minutes.
- B. Routine ordinances or resolutions.
- C. Final/second readings of appropriations, ordinances or resolutions which received unanimous approval upon introduction at a previous meeting; and
- D. Any item believed by the Clerk to be routine and non-controversial in nature.

Section 4. Public Information Period. A public information period, limited in time to thirty (30) minutes, shall be part of the Order of Business at each regular meeting of Council. Each speaker shall be a resident or business owner of the City of Petersburg and shall be limited to three (3) 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 their notice, persons who have notified the Clerk no later than 12:00 p.m. on the day of the meeting, and
- 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.

The sign-up sheet will be retrieved by the Clerk two (2) minutes prior to the commencement of the meeting. Only those persons who have notified the Clerk prior to the meeting in accordance with (A) above, or whose names appear on the sign-up sheet in accordance with (B) above, will be eligible to speak. In the event that more than ten (10) people so qualify to speak, Council, by majority vote, may increase the 30-minute period or decrease the three (3) minutes otherwise allotted to each person to speak. Any matter brought before the attention of Council during a public information period shall not be acted upon by Council at that meeting.

Section 5. Business and Reports from Council Members. Each Council Member shall have five (5) minutes to present to Council a business update and report from his or her ward. Information provided during these reports shall be limited to events occurring in the respective member's ward/city and shall not include the proposal and presentation of any new action items by members of council.

Section 6. Decorum of Council Members. Council Members shall refrain from private discourse or other acts tending to distract the attention of Council from the business before it. In debate, a Council Member shall confine remarks to the pending question and avoid use of personalities. It is not the person but the measure that is the subject of debate, and it is not allowable to question or impugn the motives of a Council Member, but the nature or consequences of a measure may be condemned in strong terms.

Section 7. Decorum of Members of the Public. Persons appearing before Council will not be allowed to:

- A. Campaign for public office;
- B. Promote private business ventures;
- C. Use profanity or loud, vulgar, threatening or abusive language or gestures;
- D. Use language which insults or demeans any person or which, when directed at a public official or employee is not related to his or her official duties; however, citizens have the right to comment on the performance, conduct and qualifications of public figures;
- E. Commit any act or disruptive behavior tending to impede or distract the attention of Council from the business before it, including interrupting other speakers, applauding, cheering or jeering;
- F. Make non-germane or frivolous statements; or
- G. Address Council on issues that do not concern the services, policies, or affairs of the City of Petersburg.

The presiding officer shall preserve order and decorum at Council meetings. If the presiding officer determines that the removal of a person other than a Council Member is necessary to maintain order, after warning the person, the presiding officer may order the removal of the person. Unless permitted by the presiding officer, no person may enter the area designated as the dais of the Chamber during an official meeting of Council. No person, except a Council Member or staff, shall be allowed in the anterooms of the Chamber during the course of any hearing or other proceeding of Council, except upon invitation of the presiding officer.

No attention-seeking devices of any kind or nature shall be carried or placed within Council hearing or meeting rooms, with the following exceptions:

1. Articles of clothing and items attached thereto (such as buttons).
2. Signs, placards, posters, and the like, provided that they are not attached to sticks.

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No demonstrations are permitted in any area in which a Council proceeding, or a public hearing is being conducted. This prohibition shall not apply to armbands, emblems, badges, or other articles worn on the personal clothing of individuals; provided, that such armbands, badges, or emblems are of such a size and nature as not to interfere with the vision or hearing of other persons at a meeting and do not extend from the body as may cause injury to another. Any person who violates the provisions of this section or who willfully interrupts or disturbs Council proceedings, after a warning to desist, may be removed from the premises. Models, photographs, maps, charts, drawings, and other such demonstrative materials intended for use in a presentation by a specific person in testimony before Council shall be permitted without objection.

RULE VI – RULES OF PROCEDURE FOR COUNCIL MEETINGS

Section 1. Robert's Rules of Order. The rules of parliamentary procedure set forth in the current edition of Robert's Rules of Order shall govern the conduct of meetings of Council, except where otherwise specified by these Rules of Council or otherwise mandated. The City Attorney shall serve as the parliamentarian for the purpose of advising Council when an interpretation on parliamentary procedures is required.

Section 2. Priority in Speaking. When two or more Council Members wish to speak at the same time, the presiding officer shall name the one to speak.

Section 3. Comments and Queries. Council Members are to observe the following rules during the discussion of agenda items:

A. The presiding officer shall keep discussion germane to the subject. Points of clarification shall be limited to questions only. The presiding officer shall rule other comments out of order.

B. Council Members may address questions to the City Manager or staff present at the meeting in accordance with the procedures and time limits set forth in Section 5 of Rule VI. Staff members should be at a microphone when answering Council Members' questions. All legal questions should be addressed to the City Attorney.

Section 4. Action by Council; Proceeding Out of Order. Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded. The presiding officer, without objection, or upon the vote of a majority of the Council Members present and voting, may proceed on any item of business out of order.

Section 5. Rules of Discussion and Debate.

A. **Obtaining the Floor.** A Council Member who wishes to speak, give notice, make a motion, submit a report, or obtain the floor for any other purpose, shall address, and be recognized by the presiding officer before addressing Council.

B. **Time Limits.** No Council Member may be recognized more than once to debate or make a motion relating to a pending matter until all Council Members who wish to

speaking have been recognized. A Council Member may speak no more than three (3) minutes during the first round of debate on a pending matter, and no more than two (2) minutes during a subsequent round. A Council Member may yield all or part of his or her time provided by this section to another Council Member. The presiding officer may in his or her discretion modify time limitations with respect to specific matters scheduled for debate.

- C. Personal Privilege. Any Council Member, as a matter of personal privilege, may speak no more than ten (10) minutes under new business concerning a matter outside of a meeting that may affect Council collectively, its rights, its dignity, or the integrity of its proceedings, or the rights, reputation, or conduct of its Council Members in their representative capacities only.
- D. Point of Order. A point of order is made when a Council Member raises the question to the presiding officer, and seeks a determination by the presiding officer, as to whether there has been a breach of order or Rule. A point of order is not debatable unless the presiding officer permits debate. If the presiding officer permits debate on a point of order, the presiding officer may limit debate.
- E. Appeal. An appeal may be taken from any decision of the presiding officer. A Council Member shall state the basis for appealing a decision, to which the presiding officer may respond. An appeal from a decision of the presiding officer must be made promptly and before other business has intervened. A majority or tie vote of the Council Members present and voting on the question (whether the decision of the presiding officer shall be sustained) sustains the decision. An appeal is not debatable; provided, that the presiding officer may explain the basis for the presiding officer's decision.
- F. Parliamentary Inquiry. A parliamentary inquiry is made when a Council Member raises a question to the presiding officer seeking information about the procedure or business before Council. The presiding officer shall direct the question to the City Attorney. A parliamentary inquiry is not debatable or appealable.
- G. Recognition of Non-Members. The presiding officer may recognize a person who is not a Council Member if the participation of the person would, in the judgment of the presiding officer, enhance the understanding of the matter under consideration by Council. Such person shall be permitted to speak no more than three (3) minutes during the debate on the matter under consideration.
- H. Ceremonial Proclamations. A ceremonial proclamation that has been adopted by Council may be presented during a meeting by the Council Member who introduced the resolution, or another Council Member designated by the Council Member who introduced the resolution. Without objection, adopted ceremonial proclamations scheduled for presentation at a meeting may be presented at a regular meeting of Council scheduled for the same day. During a Council period, no Council Member may present more than eight (8) ceremonial proclamations, except that a Council Member may yield his or her right to present a ceremonial proclamation under this section to another Council Member. No Council Member may speak for more than

two (2) minutes on each ceremonial proclamation. No recipient of a ceremonial proclamation may present a display or performance during a meeting. No more than one recipient for each ceremonial proclamation shall be permitted to speak during a meeting.

Section 6. Motions.

- A. Motions Allowed During Debate. When a question is under debate, the presiding officer may entertain only the following motions, which shall take precedence in the order listed:
1. To adjourn.
 2. To recess.
 3. To reconsider.
 4. To lay on the table.
 5. To move the previous question.
 6. To close debate.
 7. To postpone to a day certain.
 8. To amend or substitute.
 9. To postpone indefinitely.
- B. Withdrawal or Modification of Motions. Any motion may be withdrawn or modified by the mover at any time before it has been amended or voted on.
- C. Adjourn. The presiding officer shall adjourn a meeting when there is no more business before Council. A Council Member may move to adjourn at any time. A motion to adjourn is not debatable, but the presiding officer may inform the Council Members of any unfinished business requiring attention of Council.
- D. Recess. The presiding officer may, without a vote, recess a meeting of Council to another time, day, or place. A Council Member may move to recess a meeting. A Council Member may move to amend a pending motion to recess to set a different length of the recess. If a motion to recess does not specify the time, day, or place at which the meeting will reconvene, the presiding officer may set a time, day, or place. Neither a motion to recess nor a motion to amend a pending motion to recess is debatable. A Council Member may move to recess a hearing or roundtable and reconvene the hearing or roundtable at a future time, day, or place. A recess may be taken under this section without a vote. If Council recesses a hearing or roundtable without specifying the future time, day, or place for the hearing or

roundtable, the presiding officer must circulate notice of the new time, day, or place.

E. Reconsider.

1. A Council Member recorded as having voted with the prevailing side on a question may move to reconsider the question at any time, except as limited by this section.
2. An act may be reconsidered before it has been approved, deemed approved, or vetoed by the presiding officer. A resolution may be reconsidered at any time before its implementation. A motion to reconsider a question considered at a different meeting shall not be in order unless the motion to reconsider has been properly noticed.
3. For the purpose of this rule, a Council Member who was present and voting on a question decided by a voice vote will be considered as having voted with the prevailing side on the question, unless the Council Member had asked to be recorded as voting against the prevailing side or recorded as "Present".
4. A motion to reconsider cannot be made by a Council Member who was absent during a voice or roll-call vote on a question.
5. A motion to reconsider requires the approval of a majority of the Council Members present and voting.
6. If the question to which a motion to reconsider applies is debatable, the motion to reconsider is debatable and the debate may go to the question. If the question to which a motion to reconsider applies is not debatable, the motion to reconsider is not debatable.
7. If a motion to reconsider fails, the motion cannot be repeated.
8. A motion to reconsider is not required to consider amendments accepted or rejected on a previous reading of a measure.
9. Votes to approve or amend these Rules of Council may not be reconsidered pursuant to this section.

F. Lay on the Table and to Postpone.

1. A Council Member may make an unqualified motion to lay a question on the table, which is not debatable and, if adopted by a majority of Council Members present and voting, shall immediately end debate on the question. If an amendment to a measure is pending before Council, a Council Member may make a motion to lay the amendment on the table, which is not debatable and, if adopted by a majority of Council Members present and voting, shall immediately end debate on the amendment.

2. A Council Member may move to postpone a question to a time certain, which shall be adopted by a majority of Council Members present and voting. A motion to postpone to a time certain is debatable, though it is not in order to debate the merits of the underlying question.
3. A Council Member may move to postpone indefinitely any question pending before Council. A motion to postpone indefinitely is debatable, and it is in order to debate the merits of the underlying question. Upon adoption of a motion to postpone indefinitely, the question may not be reconsidered unless two-thirds (2/3) of Council Members present and voting agree to reconsider the question.
4. Both a motion to table and a motion to postpone may be applied to main motions only.

G. Motions to Limit Debate.

1. Debate may be limited by a motion to close debate or a motion to move the previous question. Neither a motion to close debate nor a motion to move the previous question is debatable.
2. A Council Member may move to close debate, which shall require approval of two-thirds (2/3) of the Council Members present and voting. If a motion to close debate carries, no further debate is in order, except that: (i) each Council Member who has not spoken on the pending question may speak for no more than two (2) minutes; and (ii) the presiding officer may recognize the maker of the pending motion.
3. A Council Member may make a motion to move the previous question, which shall require approval of two-thirds (2/3) of the Council Members present and voting. If a motion to move the previous question carries, no further debate is in order on the pending question, and no further amendments to the main motion are in order absent a motion to reconsider the motion to move the previous question.

Section 7. Investigative Powers. As provided by Virginia Code § 15.2-1409, Council may make such investigations relating to its government affairs as it deems necessary, may employ financial, legal, and other personnel it deems necessary to assist in such investigations, may order the attendance of witnesses and the production of books and papers and may administer oaths. Council may apply to the Circuit Court of the City of Petersburg for a subpoena or subpoena duces tecum against any person refusing to appear and testify or refusing to produce books, papers or records as ordered Council and the judge of such court shall, upon good cause shown, cause the subpoenas to be issued. Any person failing to comply with any such subpoena shall be subject to punishment for contempt by the court issuing the subpoena.

RULE VII – COUNCIL – STAFF INTERACTION AND REQUESTS FOR INFORMATION, SERVICES, AND/OR WORK – DEFINING RESEARCH AND WORK

Discussion of matters of City Business by a member of Council with any member of the City's Administration shall be made through the City Manager or City Manager's designee. All requests for legal services and/or work (including legal research) from a Member of Council

shall be made directly to the City Attorney. Upon determination by the City Manager or City Attorney at their discretion that such request for information, services (including legal services), and/or work will consume a substantial amount of time or resources, or upon the determination of the City Manager or City Attorney, at their discretion that such request for information, services (including legal services), and/or work may be of interest to other Members of Council in their official capacity, the City Manager or City Attorney may share the request and other associated information with all of Council, and may request confirmation by Council of its desire for completion before proceeding or completion with the gathering of such information, the provision of such services and/or work.

RULE VIII – CHANGES AND SUSPENSIONS OF RULES

No Rule of Council shall be suspended or changed except upon the affirmative vote of a majority of Council Members, or as regulated by the City Charter or other controlling law.

Resolution 22-R-1

Adopted by the City of Petersburg

Council of the City of Petersburg on:

1/4/2022


Clerk of City Council



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Anthony Williams

RE: **Consideration of a resolution to amend the Rules of Council and add Conflict of Interest. (Page 129)**

PURPOSE: Council requested that the City Attorney prepare and present an Amendment to the Rules of Council incorporating a summary of the provisions of the Virginia Conflict of Interests Act into the Rules of Council.

REASON: Requested by Council.

RECOMMENDATION: Recommend City Council adopt the resolution.

BACKGROUND: Council requested that the City Attorney prepare and present an Amendment to the Rules of Council incorporating a summary of the provisions of the Virginia Conflict of Interests Act into the Rules of Council.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/3/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Amends existing Rules of Council.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. RULE IX

RULE IX – CONFLICT OF INTERESTS

City Council holds the public trust and public interest in the highest regard. To that end, each Member of Petersburg City Council shall comply in all respects with the State and Local Government Conflict of Interests Act, found in Code of Virginia, Title 2.2, Chapter 31, §§2.2-3100 *et. seq.* (hereinafter “the Conflict of Interests Act” or “the Act”) which is hereby adopted *mutatis mutandis* as if set forth fully herein. These Rules of Council shall supplement and not supplant any of the provisions of the Act. In any instance where these Rules conflict with any provision of the Act, the provisions of the Act shall supersede.

The act divides conflicts into three broad sections – “Illegal Conduct and Undue Influence”; “Prohibited Acts”; and “Prohibited Contracts.” Prohibited Acts pertain primarily to formal actions being taken by the governing body, while Prohibited Contracts pertain to actual agreements between the individual Member (or their immediate family member) and the governing body upon which he or she serves.

SECITON 1 - ILLEGAL CONDUCT AND UNDUE INFLUENCE

- A. **Soliciting or Accepting Bribes** – Members of Council are prohibited from accepting or soliciting bribes and from allowing money to influence their formal actions in their official capacity as a public official.
- B. **Accepting Gifts and Donations** – Members of Council may not accept money, loans, gifts, services, business opportunities, or other benefits if it is reasonable to construe that the benefit was given to influence the council member in his or her duties. An exception is made for political campaign contributions – but only if the contribution is used for a political campaign or constituent service purposes and is reported pursuant to the campaign disclosure laws.

Council Members are prohibited from receiving gifts or benefits if he or she knows or reasonably should know that it is being offered to influence him or her in their official duties.

Council Members are prohibited from accepting a gift from a private party whose interests can be affected by the council member’s actions, where the timing of the gift would lead a reasonable person to question whether the gift is being given to influence the council member.

Council Members may not solicit, accept or receive a tangible gift that is valued at over \$100 or a combination of gifts within a year with an aggregate value of over \$100 if it is given to him by (1) a lobbyist, (2) a lobbyist’s principal, or (3) a person, organization, or business that is seeking to be or already is a party to a contract with the City.

- C. **Use of Confidential or Non-Public Information** - Council Members may not use information gained in or by virtue of their official capacity as Members of Council, which is not available to the public, for their own or another person’s economic benefit.

SECTION 2 – PROHIBITED ACTS – Discussion, Deliberation and Voting

A. Definitions:

Personal Interest in a transaction. A personal interest exists when an officer or employee or immediate family member has a personal interest in property or a business and such property or business is:

1. The subject of the transaction.
2. May realize a reasonable foreseeable direct or indirect benefit or detriment as a result of the action of the agency considering the transaction.

A personal interest in a transaction does not exist when:

1. An elected member of a local governing body serves without remuneration as a member of the board of trustees of a not-for-profit and the member and his immediate family has no personal interest in the entity.
2. An officer, employee, or elected member of a local governing body is appointed by such local governing body to serve on a governmental agency and the personal interest in the transaction is the result of benefits provided to the member or his immediate family.

Transaction. In the context of a city or town council, a transaction is defined as any matter considered by the council, a council committee or subcommittee, or any department, agency, or board of the locality, if any official action is taken or is being contemplated. §2.2-3101.

B. Application:

The Virginia Conflict of Interests Act regulates the financial relationship of council members and mayors with their city, town and with any other governmental agency that is related to the local government. The Act focuses on preventing situations where public officials and their immediate family members stand to improperly receive financial benefits from acts taken through or by virtue of their official public capacity.

Members are required to comply with all aspects of the Virginia Conflict of Interests Act in instances of a conflict of interest.

C. Prohibition:

Except as expressly excluded herein or by statute, where a matter comes before Council or a council committee or involves any department of the locality, Council appointed board or commission, and a council member has a personal interest in the subject matter or represents the business involved, the council member must:

1. Disclose the personal interest by identifying the interest, including the name and address of the business or property. This disclosure is required whether or not the law requires disqualification of the Council member or the council member disqualifies himself out of an abundance of caution. This disclosure may be:

- i. Delivered to the Clerk by a signed writing containing the elements above in advance of the matter being presented in the public meeting; or
 - ii. Recorded in the minutes of the public meeting where the matter is being presented.
 - iii. The disclosure must be kept for a minimum of five years in the records of Council
2. Except as otherwise provided herein, the Council Member may not vote or participate in any discussion on the transaction.
3. The member may not attend the portion of a closed meeting at which the transaction is discussed.
4. The member may not discuss the matter with anyone in the government who is involved in the transaction.

D. Exceptions:

1. A personal interest in a transaction does not exist if the council member serves on a not-for-profit board without pay and neither the council member nor his immediate family has a personal interest in the not-for-profit organization. (Definition of personal interest in §2.2-3101.)
2. No conflict exists if an employee or council member of a locality is appointed by his locality to an ex-officio role in a governmental agency and the conflict exists solely due to the employment with the locality or the employment by the locality is of his or her spouse. See the definition of “personal interest in a transaction” in § 2.2-3101.
3. In order for a council to sell or lease land, state law requires a three-fourths vote of all people elected to council. § 15.2-2100. Section 2.2-3112(D) of the COI act allows a council member to participate in a discussion and vote on a proposed sale, lease, or similar conveyance of land if the council member’s only personal interest in that sale is that he or she is employed by the business that is subject to the contract for the deal.

E. Savings Clause - Where the disqualification of a Member results in the lack of a quorum, Council may act by a vote of the majority of the members who are not disqualified. Even if the law requires a unanimous vote, it only has to be by a unanimous vote of the remaining members.

F. Disclosures –

These requirements are in addition to Annual Statement of Economic Interests required by 2.2-3115 of the Code of Virginia.

If a transaction affects a group, business, or profession as set forth in § 2.2-3112(B)(1), the council member may participate if he or she certifies in good faith that he or she can represent the public fairly in the transaction. The certification requires the following elements to be identified - § 2.2-3115(H):

- The transaction;
- The nature of the personal interest;
- The fact that the council member is a member of a business, profession, occupation, or group that will be affected by the transaction;

- A statement that the council member is able to participate fairly, objectively, and in the public interest.

If the transaction affects a party that the council member's firm represents but the council member is not involved on behalf of the firm, the disclosure requires the following elements to be identified. § 2.2-3115(I):

- The transaction involved;
- The fact that a party to the transaction is a client of the council member's firm;
- A statement that the council member does not personally represent the client;
- A statement that the council member is able to participate fairly, objectively, and in the public interest.

If either of the disclosures is required, the council member must either state it at the meeting or file it in writing with the clerk of the council or the manager. A written disclosure should be filed before the meeting or, if that is impracticable, by the end of the following business day. § 2.2-3115(H), (I). In both cases, the disclosure is public. It is recommended that the Member make the disclosure at the meeting, orally, when the transaction is on the floor. It is also recommended that the person sit in the audience for the discussion and vote. This conveys a clearer message of self-disqualification than simply handing the clerk a written statement. If the disqualification is handed in with no announcement, the public will wonder why the council member is not participating.

SECTION 3 – PROHIBITED CONTRACTS

A. Definitions:

- a. *“personal interest”* - a financial benefit or liability accruing to an officer or employee or to a member of his immediate family. Such interest shall exist by reason of
 - i. ownership in a business if the ownership interest exceeds three percent of the total equity of the business;
 - ii. annual income that exceeds, or may reasonably be anticipated to exceed, \$5,000 from ownership in real or personal property or a business;
 - iii. salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business or governmental agency that exceeds, or may reasonably be anticipated to exceed, \$5,000 annually;
 - iv. ownership of real or personal property if the interest exceeds \$5,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property;
 - v. personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business; or

- vi. an option for ownership of a business or real or personal property if the ownership interest will consist of clause (i) or (iv).
 - b. “*immediate family*” - “means(i) a spouse and (ii) any other person who resides in the same household as the officer or employee and who is a dependent of the officer or employee.” Virginia Code Sec. 2.2-3101 Definitions (Virginia Statutes (2022 Edition))
- B. Prohibition** - Except as described in subparagraph (C), a Council Member may not participate in a contract with the City or any of its agencies where he or member of his immediate family has a personal interest in the contract as defined herein.
- C. Exceptions –**
- a. A council member may buy goods or services the City and its agencies as long as they are made available to the public at uniform prices.
 - b. A council member may sell goods to the City and its agencies if the following conditions are met, pursuant to § 2.2-3107(B)(3) of the Code of Virginia:
 - i. The purchase must be made by competitive sealed bidding.
 - ii. The contract must be for goods, not services, and the need for the goods must have been established prior to the person’s coming on council.
An example is if the city needs a tractor, if a council member has a tractor dealership, and if the city had bought tractors prior to the council member’s election, the dealership could continue to bid on the contract.
 - c. The council member who wants to sell to the locality must play no role in preparing the specifications for the purchase.
 - d. The remaining members of council must pass a Resolution in writing that the council member’s bidding on the contract is in the public interest. Note: this exception does not apply to providing services, rather only goods. For example, a council member who is an accountant cannot provide auditing services to his or her town or city.

The following eight exceptions to the prohibition on having a personal interest in a contract apply not only to council members, but to all other local government officials and employees as well. § 2.2-3110(A).

- 1. A council member may be an employee of the locality as long as the employment predates his appointment or election to council. § 2.2-3107(B)(1). This section of the law also allows employment and service on council if the person was an employee prior to July 1, 1983, whether or not he or she was elected to council after that date.
- 2. Any sale, lease, or exchange of real property between a council member and his or her locality is allowed as long as the council member doesn’t participate in the deal on behalf of council, and the fact that the member wasn’t involved is recorded in the public record of the government involved in the transaction. The reason for this exception is that each parcel of real estate is deemed to be unique. If a city needs a certain lot or parcel, the fact that a council member owns it should not prohibit the purchase by the city. § 2.2-3110(A)(1).
- 3. The prohibition does not apply to contracts for the publication of official notices, presumably so that the local newspaper may be used for ads required by state law even when a council member is an owner or employee of that paper. This is a balancing of needs: the state code requires many notices to be run in the local paper. Without this exception, those requirements could not be met. § 2.2-3110(A)(2)

4. If the sole personal interest the council member has in the contract is his or her employment by the contracting business and the council member's annual salary exceeds \$5,000, the business may contract with the locality. For this exception to apply, the council member and members of his or her immediate family must have no authority to participate in the deal, and must not participate in the deal. Further, the council member must not participate in the deal on behalf of the locality. A typical example is a contract with a large engineering firm that is the council member's employer. § 2.2-3110(A)(4).
5. If the council member is employed by a public service corporation, a bank, a savings and loan association, or a public utility, and if he or she disqualifies himself from participating on behalf of the city or town and does not participate for his or her locality, then the utility, bank, etc., may contract with the locality. § 2.2-3110(A)(6).
6. The prohibition does not apply to contracts for goods or services below \$500.
7. Program grants made to a council member are allowed if the rates or amounts paid to all qualified applicants are uniform and are established solely by the agency administering the grants. § 2.2-3110(A)(8).
8. If the spouse of a council member is employed by the locality, the personal interest prohibition does not apply if the spouse was employed by the agency five or more years prior to marrying the council member. § 2.2-3110(A)(9). If one spouse is the supervisor of the other spouse, the conflict does not exist if the subordinate spouse earns less than \$35,000 per year. § 2.2-3110(B).

Any questions or concerns regarding requirements or compliance with the Virginia Conflicts of Interest Act may be submitted to the City Attorney as a request for an Informal Opinion or Formal Written Advisory Opinion in accordance with §2.2-3121(c) of the Code of Virginia. Members may also request advisory opinions from the Commonwealth's Attorney or the Virginia Conflict of Interests Advisory Council in accordance with the provisions of the Code of Virginia.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution in Support of Resolutions 22-R-49 And 22-R-50 to Authorize the Execution, Delivery and Performance of Certain Grant Documents to Accept Funds From the Industrial Revitalization Fund Allocated by the General Assembly Regarding the Acquisition and Demolition of the Former Ramada Inn Building and the Promotion of Redevelopment of the Land. (Page 136)**

PURPOSE: To provide Council with the details on the Industrial Revitalization Fund Proposal

REASON: For the City Council to approve the Primary Grant Documents as set forth in Exhibit A, and other Grant Documents, together with such amendments, deletions or additions thereto as may be approved by the City Manager or the Deputy City Manager, either of whom may act independently of the other, and hereby authorizes the City Manager and the Deputy City Manager, either of whom may act independently of the other, to execute and deliver the Grant Documents on behalf of the City Council, such execution of the Grant Documents by the City Manager or the Deputy City Manager, as the case may be, to conclusively establish his or her approval of any amendments, deletions or additions thereto.

RECOMMENDATION: Staff recommends the City adopt the resolution

BACKGROUND: The City Council of the City of Petersburg, Virginia, a municipal corporation of the Commonwealth of Virginia (the “City”), adopted Resolutions 22-R-49 and 22-R-50, authorizing the interim City Manager to sign and submit appropriate documents for the submittal of the Industrial Revitalization Fund Proposal. The Department of Housing and Community Development, an agency of the Commonwealth of Virginia (the “Department”), has approved the City’s application for \$1,700,000.00 of aggregate funding (the “Grant Funds”) from the Industrial Revitalization Fund, subject to, and conditioned upon the City’s execution of a Memorandum of Understanding, grant agreements for the acquisition and the demolition of the former Ramada Inn Building, and a Deed of Trust, Assignment and Security Agreement (collectively, the “Primary Grant Documents”) and such other documents relating to the Grant Funds (along with the Primary Grant Documents, the “Grant Documents”).

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: \$1,700,000

CITY COUNCIL HEARING DATE: 1/3/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 22-R-49, 22-R-50

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Petersburg Authorization Resolution (1)
2. City of Petersburg - MOU (1)
3. City of Petersburg - MOU Ex. C - IRF Contract 2 (Demolition) (1)
4. City of Petersburg - MOU Ex. B - IRF Contract 1 (Acquisition) (1)
5. City of Petersburg - MOU Ex. A - Form of Deed of Trust (1)

A RESOLUTION TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF CERTAIN GRANT DOCUMENTS TO ACCEPT FUNDS FROM THE INDUSTRIAL REVITALIZATION FUND ALLOCATED BY THE GENERAL ASSEMBLY REGARDING THE ACQUISITION AND DEMOLITION OF THE FORMER RAMADA INN BUILDING AND THE PROMOTION OF REDEVELOPMENT OF THE LAND

WHEREAS, the City Council of the City of Petersburg, Virginia, a municipal corporation of the Commonwealth of Virginia (the “**City**”), adopted Resolutions 22-R-49 and 22-R-50, authorizing the interim City Manager to sign and submit appropriate documents for the submittal of the Industrial Revitalization Fund Proposal; and

WHEREAS, the Department of Housing and Community Development, an agency of the Commonwealth of Virginia (the “**Department**”), has approved the City’s application for \$1,700,000.00 of aggregate funding (the “**Grant Funds**”) from the Industrial Revitalization Fund, subject to, and conditioned upon the City’s execution of a Memorandum of Understanding, grant agreements for the acquisition and the demolition of the former Ramada Inn Building, and a Deed of Trust, Assignment and Security Agreement (collectively, the “**Primary Grant Documents**”) and such other documents relating to the Grant Funds (along with the Primary Grant Documents, the “**Grant Documents**”); and

WHEREAS, the City Council has reviewed the form of the Primary Grant Documents which are substantially in the form set forth on **Exhibit A**, attached hereto and incorporated herein by this reference; and the City Attorney has reviewed and approved the same as to legal form; and

WHEREAS, the City Council has determined that it is in the best interests of the Authority and of the citizens of the City, and in support of Resolutions 22-R-49 and 22-R-50, for the City Council to accept the Grant Funds under the terms and conditions of the Primary Grant Documents and to approve, to execute and to deliver the Grant Documents.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The City Council hereby approves the Primary Grant Documents as set forth in **Exhibit A**, and other Grant Documents, together with such amendments, deletions or additions thereto as may be approved by the City Manager and hereby authorizes the City Manager to execute and deliver the Grant Documents on behalf of the City Council, such execution of the Grant Documents by the City Manager to conclusively establish his approval of any amendments, deletions or additions thereto.

2. The City Council hereby authorizes and directs staff and other agents and representatives working on behalf of the City Council to take such actions and to do all such things as are contemplated by the Grant Documents, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

Adopted: ____/____/23

3. The City Council hereby approves, ratifies and confirms any and all actions previously taken by the City Council, its agents and representatives, with respect to the Grant Documents and the matters contemplated therein.

4. This Resolution shall take effect immediately upon its adoption.

5. Nothing in this Resolution or the Grant Documents shall constitute a debt or a pledge of the faith and credit or the taxing power of the City with respect to any sums which are or may become repayable, reimbursed or returned under the Grant Documents.

- # -

CERTIFICATE

I, the undersigned Clerk of City Council of the City of Petersburg, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the City Council at a regular meeting duly called and held on _____, 2022, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Clerk of City Council of the City of Petersburg, Virginia, this _____ day of _____ 2023.

NYKESHA LUCAS
Clerk of City Council

Adopted: ____/____/23

EXHIBIT A
Primary Grant Documents

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”), made as of this ____ day of _____, 2023, by and between the CITY OF PETERSBURG, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the “**City**”) and the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, an agency of the Commonwealth of Virginia (“**Department**”), with the City and the Department sometimes collectively being referred to as the “**Parties**,” hereby recites and provides as follows:

RECITALS:

A. The City owns those certain parcels or tracts of land, and structures and improvements thereon, located in the City of Petersburg, Virginia, bearing the street address of 380 East Washington Street; 400 East Washington Street; and 326 East Washington Street, Petersburg, Virginia 23803 and being shown respectively in the real estate tax records of the City as Tax Parcel Nos. 012-290001, 012-290002, and 011-330010, all as is more particularly described in that certain deed dated June 17, 2022, between Virginia Hotel Development Group, LLC, as grantor, and the City of Petersburg, Virginia, as grantee, recorded on June 22, 2022, as Instrument No. 202202527 (“**Property**”).

B. The City has filed applications to receive funding from the Industrial Revitalization Fund in the aggregate amount of \$1,700,000.00 (“**Grant Funds**”), to include reimbursement for costs related to (i) acquisition of the Property, and (ii) demolition of the structures and related improvements on the Property, all in connection with the City’s intentions to redevelop the Property in a manner that will benefit the City and its residents (“**Project**”).

C. On _____, 2023, Petersburg City Council approved a resolution authorizing the City to enter into this MOU and to execute all other documents relating to the Grant Funds, the Property and the Project as are deemed necessary or appropriate by the Department, including, without limitation, a deed of trust, assignment and security agreement, the form of which as attached as Exhibit A (the “**Deed of Trust**”).

D. The Parties enter into this MOU, following negotiations per the Department’s Industrial Revitalization Fund (“**IRF**”) Application Instruction Manual FY2023 Program Design and related guidelines (collectively “**Guidelines**”), as provided for in 2022 Special Session I, Va. Acts 538-546.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and releases contained herein, and such other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. IRF Grants. Subject to the terms and conditions contained herein and in the IRF Grant Contracts (defined below) and the Guidelines, the Department agrees to award the City two (2) IRF grants on the terms set forth in this MOU in the amounts of (i) \$1 million grant award to reimburse a portion of the costs incurred by the City to acquire the Property in accordance with the terms set forth in the form of the grant agreement attached as Exhibit B (“**IRF Contract-1**”), and (ii) \$700,000 grant award for the demolition of the hotel structure located on the Property in accordance with the terms of the grant agreement attached as Exhibit C (“**IRF Contract-2**,” with IRF Contract-1 and IRF Contract-2 being sometimes hereinafter referred to collectively as the “**IRF Grant Contracts**”).

2. Funding Restrictions; Termination. The City acknowledges (i) the source of the funding for the IRF Grant Contracts is the American Rescue Plan Act of 2021, Pub. L. No. 117-2, 135 Stat. 223, 223-236 (2021) (“**ARPA**”); (ii), the Grant Funds must be spent by December 31, 2026 or forfeited to the Department; (iii) the Department may terminate this MOU, for convenience, in the event that the Department is no longer authorized as an agency to administer ARPA funds or if the funds allocated to IRF or otherwise are no longer available; (iv) in no event shall the amount granted under IRF Contract-1 exceed the “**fair market value**” of the Property as provided in the Guidelines.

3. Redevelopment Plan; Release of all Liens on the Property. The City shall present the Department with a redevelopment plan for the Property that is compliant with the Guidelines within one hundred twenty (120) days after the City has executed this MOU. Notwithstanding anything to the contrary, and in addition to all other applicable contractual or other conditions precedent, the Department’s agreement to award the Grants, its approval of the IRF Grant Contracts, or either of them, and the disbursement of the Grant Funds to the City are expressly conditioned upon (i) the City’s presentation to the Department of a redevelopment plan consistent with the Guidelines and acceptable to the Department in its sole and absolute discretion (the “**Redevelopment Plan**”); (ii) the satisfaction and release of any and all liens encumbering the Property, (iii) the City’s compliance with the terms of the Guidelines, this MOU and the IRF Grant Contracts, and (iv) the appropriation of funds in the amount of the Grant Funds in order to allow for the repayment, reimbursement or return of the Grant Funds in the event the Department demands same in accordance with Section 7 hereinbelow.

4. Technical Assistance. The Department agrees to provide technical assistance to the extent it deems necessary in its sole and absolute discretion to the City for purposes of assisting the City with the IRF Grant Contracts and the Redevelopment Plan.

5. Redevelopment of the Property. The City shall use the Grant Funds only in connection with the Project. The Property shall be redeveloped, and the Grant Funds shall only be used, in a manner and within a time acceptable to the Department in its sole and absolute discretion. The City shall not encumber, lease, sell or otherwise dispose of or convey the Property without the prior written consent of the Department. The City agrees to execute any deed restrictions or restrictive covenants in connection with the Redevelopment Plan deemed necessary by the Department in its sole and absolute discretion, the intent being to ensure that the Property is redeveloped in the manner consistent with the intended purpose of the Grant Funds.

6. Insurance.

(a) Form and Coverage. The City shall cause all buildings and improvements now or hereafter erected on the Property to be insured against loss and damage by fire with extended coverage and shall maintain public liability insurance, malicious mischief insurance, and insurance against such other hazards as the Department may reasonably require and naming the Commonwealth and the Department as loss payee and an additional insured, in an amount, with insurers, and under forms of policies reasonably satisfactory to the Department; shall deliver evidence of insurance and, at least thirty (30) days prior to their expiration dates, all renewals thereof, to the Department; and shall pay or cause to be paid all premiums thereon. All such policies shall provide for thirty (30) days' written notice to the Department prior to cancellation or a material reduction in coverage or change thereto. The City shall not permit any condition to exist on the Property which would wholly or partially invalidate the insurance thereon.

(b) Rights and Obligations in the Event of a Loss. In the event of a loss, the City shall give prompt notice to the insurance carrier and the Department. The Department may make proof of loss if not made promptly by the City. If the Property is abandoned by the City, or if the City fails to respond to the Department within thirty (30) days from the date notice is mailed by the Department to the City that the insurance carrier offers to settle a claim for insurance benefits, the Department is authorized to collect and apply the insurance proceeds at the Department's option either to restoration or repair of the Property or to the sums secured by the Deed of Trust.

7. Recovery of Funds. The Department shall have the right to recover the Grant Funds from the City should the Department determine in its sole and absolute discretion that (i) the City has not fully and timely performed its obligations under this MOU, the IRF Grant Contracts, the Guidelines, or any other agreement related to the Property or executed or delivered in connection with this MOU; (ii) the Property is not being developed pursuant to the Redevelopment Plan in a manner acceptable to the Department in its sole and absolute discretion, and/or (iii) the Grant Funds, in whole or in part, have not been properly spent in connection with the Project (each a "Noncompliance Event"). Following any Noncompliance Event, the City agrees to immediately repay, reimburse or return such Grant Funds upon demand by the Department. The Department shall not be obligated to make any further payments pursuant to the IRF Grant Contracts, in whole or in part, at any point during the term of this MOU, the Department having the right to demand a repayment, reimbursement or return of the Grant Funds at any time during the term of this MOU by written notice to the City, in which event the City shall immediately repay, reimburse or return the Grant Funds to the Department. The City shall, at the request of the Department following any Noncompliance Event, assign to the Department all of the City's right, title and interest in and to any construction contracts, construction designs, construction permits and all other construction documents in connection with the Project.

8. Compliance with Laws. The City covenants all work performed on the Property shall be done in compliance with all state, federal and local laws, rules and regulations. Further, the City and its agents and officers shall only use the Grant Funds in manners that are compliant with the federal, state and local laws, rules and regulations of the Commonwealth of Virginia and the Guidelines.

9. First Lien in Favor of the Commonwealth. The Department shall have a fully enforceable first lien against the Property securing the IRF Grant Contracts, the Grant Funds and all of the City's obligations under this MOU and any other document executed in connection herewith ("**Lien**"), which Lien shall be secured by the Deed of Trust. The City shall not permit any other liens to be placed against the Property and shall immediately cause to be released or bonded any and all future liens against the Property, including, without limitation, any deeds of trust, mechanic's liens and liens for unpaid real estate taxes. The Department shall be under no obligation to disburse any of the Grant Funds unless and until liens have been satisfied and released to the satisfaction of the Department in its sole and absolute discretion. The City hereby waives its rights to contest the validity or enforceability of this MOU, the Deed of Trust or the Lien. The City shall reimburse the Department for all fees, expenses and costs incurred by the Department in connection with the preparation of and recording of the Deed of Trust.

10. Required Documents. Upon the request of the Department and within the timeframe set forth in said request, the City shall execute all documents relating to the Grant Funds, the Property and the Project as are deemed necessary by the Department in its sole and absolute discretion, including, without limitation, the Deed of Trust. The City shall secure all necessary approvals required to authorize the City to execute such documents before any of the Grant Funds are disbursed. The City shall provide the Department with copies of any documents related to the City's use of the Grant Funds within fifteen (15) days of a written request by the Department.

11. Representations and Warranties.

- a. The Parties and those signing on their behalf represent and warrant that they possess the full and complete authority to covenant and enter into this MOU, the IRF Grant Contracts, the Deed of Trust, and any other document evidencing and securing the Grant Funds as herein provided without further action or approvals needed.
- b. The City further represents and warrants that:
 - i. It possesses the full legal authority to demolish or renovate the structures associated with the Project;
 - ii. All information provided by the City to the Department in its proposal(s) made to solicit the Grant Funds are true and correct in all aspects and regards;
 - iii. The City has provided the Department with all information material to the proposal(s) made to solicit the Grant Funds, the Project and the Property;

- iv. The Department may rely upon the representations and warranties made by the City in this MOU and that such reliance shall be deemed reasonable;
- v. The City has not conveyed the Property, in whole or in part, to any individual or entity and that fee simple title to the Property is vested in the City;
- vi. The City shall provide evidence satisfactory to the Department that the Department may rely on any study obtained by the City as to the environmental condition of the Property and the Project shall comply with all recommendations set forth in such study; and
- vii. The Property is free and clear of all liens.

12. Environmental.

- a. Representation. To the best of the City's knowledge, information, and belief: (i) there have never been, nor are there now, any underground storage tanks on the Property; (ii) there has been no activity on the Property that has been conducted, or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits, and common law requirements concerning (A) handling of any toxic or hazardous substances, (B) discharges of toxic or hazardous substances to the air, soil, surface water or groundwater, and (C) storage, treatment or disposal of any toxic or hazardous substances at or connected with any activity on the Property; (iii) there is no contamination present on or in the Property; and (iv) none of the following are present on or in the Property: (A) any hazardous substance; (B) urea formaldehyde or materials containing urea formaldehyde; (C) lead or lead-containing paint; or (D) radon.
- b. Meaning of Contamination. The term "**contamination**" means the unconfined presence of toxic or hazardous substances on or in the Property, or arising from the Property, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" means (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended, and regulations promulgated thereunder; (3) petroleum and petroleum-based products; (4) asbestos in any quantity or form which would be subjected to regulation under any applicable environmental statutes, ordinances, or regulations; (5) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (6); any substance, the presence of which on the Property is prohibited by any environmental statute, ordinance, or

regulation affecting the Property; and (7) any other substance which, by any environmental statute, ordinance, or regulation affecting the Property, requires special handling in its collection, storage, treatment, or disposal.

- c. Environmental Indemnification. The City agrees to indemnify and hold Department harmless, to the fullest extent permitted by law, from any and all claims, suits, judgments, damages, fines, penalties, liability, costs and expenses (including costs and expenses for any required abatement, environmental clean-up or remediation, reasonable fees for costs and expenses for any required attorneys, consultants, and experts) resulting or arising from the discovery of any toxic or hazardous substance on, in, or arising from, or contamination of, the Property.

13. Frustration of Purpose. Upon the Department learning that (i) for any reason, the demolition, repurposing, or renovation of the structure(s) and improvements associated with the Project, is not possible for any reason, and/or (ii) the Property cannot be redeveloped in a manner acceptable to the Department, the City shall immediately return all Grant Funds that it has received from the Department from the IRF Grant Contracts to the Department.

14. Time of the Essence; Term of this MOU. Time is of the essence with respect to the performance by the City of its obligations under this MOU. Unless earlier terminated in accordance with the provisions of this MOU, this MOU shall continue in full force and effect until such time as the Property has been redeveloped in accordance with the Redevelopment Plan to the satisfaction of the Department, in its sole discretion.

15. Binding Effect. It is agreed by all parties hereto that the terms of this MOU are contractual and not a mere recital. The Parties agree that this MOU is a valid, binding and enforceable contract.

16. Incorporation by Reference. Any exhibits identified herein are hereby incorporated by reference. The introductory recitals set forth above are hereby incorporated into this MOU as an expression of the Parties' intent and understanding and are incorporated herein as if repeated in full and are true in all respects.

17. Further Assurances. The City agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may be required by the Department in its sole and absolute discretion for the carrying out or performing of the provisions of this MOU.

18. Signature of the Parties. The Parties hereto represent and state that they have carefully read this MOU and know the contents thereof and sign the same as their own free act and deed after having the advice of their respective independent legal counsel.

19. Entire Agreement. This MOU, the Guidelines, and the documents to be executed in connection with this MOU reflect the entire agreement by and between the Parties and no statements, promises or inducements made by any of the Parties which are not contained herein, shall be valid and binding.

20. Notices. All notices and demands which, under the terms of this MOU 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 Parties hereto to the addresses set forth below. Notices shall be deemed to have been given (a) if delivered in person, upon delivery, (b) 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) if by certified mail, upon receipt if delivery is accepted, or if delivery is not immediately accepted, within three (3) days after so depositing such notice in a United States Post Office or branch thereof. The City or the Department may change its address by notifying the other Parties of the new address in writing and otherwise in the manner permitted by this paragraph.

If to the City: City Manager's Office
City of Petersburg
135 North Union Street
Petersburg, Virginia 23803
Attn: John Altman, Jr., City Manager

With a copy to: City Attorney's Office
City of Petersburg
135 North Union Street
Petersburg, Virginia 23803
Attn: Anthony C. Williams, City Attorney

If to the Department: Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, Virginia 23219
Attn: Bryan W. Horn, Director

With a copy to: Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
Attn: Justin I. Bell, Assistant Attorney General

21. Applicable Law. It is agreed by the Parties hereto that the law of the Commonwealth of Virginia will govern all questions relating to the construction and enforcement of this MOU.

22. No Waiver by the Department. The Department has the right to bring an action at law or in equity to enforce any of the provisions contained herein. No delay or omissions by the

Department in exercising any right or remedy available to it under this MOU or any documents executed in connection herewith shall impair any such right to remedy or constitute a waiver or acquiescence in any default by the City.

23. Choice of Forum/Waiver of Jury Trial. It is further agreed by the Parties that all questions with respect to the construction of this MOU or the rights or obligations of the Parties hereto shall be resolved only by lawfully instituted proceedings in the Commonwealth of Virginia and that the forum for such proceedings shall be the Circuit Court of the City of Richmond, Virginia, and no other. The Parties hereby waive their right to trial by jury.

24. Severability. In case any provision in this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

25. Captions/Gender/Number. The captions and section headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this MOU. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and vice versa unless the context specifically requires otherwise.

26. Indemnification. The City shall fully defend, indemnify and hold harmless, to the fullest extent permitted by law, the Commonwealth of Virginia, the Department, and its agents and employees from and against any and all claims, demands, actions, inactions, damages, losses, liability, expenses, litigation costs (including reasonable attorney's fees, expert fees, court costs and associated expenses) and all other costs incurred by the Department and/or the Commonwealth of Virginia arising out of or in connection with the Property, the Project, the Guidelines, the Deed of Trust and/or a breach by the City of this MOU, and/or a breach by the City of one or more of the IRF Grant Contracts or other failure by the City to fully and timely perform its obligations under this MOU or one or more of the IRF Contracts, and/or a breach by the City of its representations and warranties made in this Agreement or the inaccuracy, in whole or in part or in any way, of the representations and warranties made by the City in this MOU, the IRF Contracts of the Deed of Trust or in inducement of this MOU.

27. Right of Further Action. In the event that the Commonwealth of Virginia, the Department or its agents and employees shall incur, suffer or be made subject to any claims, demands, actions, inactions, damages, losses, liability expenses, litigation costs (including reasonable attorney's fees, expert fees, court costs and associated expenses) and any other costs arising out of or in connection with the Property, the Project, the Guidelines, the Deed of Trust and/or a breach by the City of this MOU, and/or a breach by the City of one or more of the IRF Contracts or other failure by the City to fully and timely perform its obligations under this MOU or one or more of the IRF Contracts or the Deed of Trust, and/or a breach by the City of its representations and warranties made in this MOU or the Deed of Trust or the inaccuracy, in whole or in part or in any way, of the representations and warranties made by the City in this MOU or the Deed of Trust or in inducement of this MOU, the City agrees to compensate the

Commonwealth of Virginia, the Department or its agents and employees in full such that they shall bear no such claims, demands, actions, inactions, damages, losses, liability expenses, litigation costs and other costs.

28. Counterparts; Facsimile/Email. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereto agree that this MOU may be transmitted between them by facsimile machine or email. The Parties hereto intend that faxed or emailed signatures shall constitute original signatures and that a faxed or emailed version of this MOU containing the signatures (original or faxed or emailed) of the Parties hereto shall be binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day, month and year first above written by their duly authorized agents and representatives.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

CITY OF PETERSBURG, VIRGINIA

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing MOU was acknowledged before me this ____ day of _____ 2023, by _____, as _____ of the City of Petersburg, Virginia, a municipal corporation of the Commonwealth of Virginia, on behalf of the City of Petersburg.

My commission expires: _____

Notary registration no.: _____

Notary Public

VIRGINIA DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

By: _____
Its: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing MOU was acknowledged before me this ____ day of _____ 2023, by
_____, as _____ of the Commonwealth of
Virginia, Department of Housing and Community Development, on behalf of the agency.

My commission expires: _____

Notary registration no.: _____

Notary Public

EXHIBIT A: FORM OF DEED OF TRUST

EXHIBIT B: FORM OF IRF CONTRACT-1

EXHIBIT C: FORM OF IRF CONTRACT-2

EXHIBIT C

CONTRACT: **23-IRFARPA-02**

AGREEMENT

This AGREEMENT, entered into as of this **day of** , **2023**, by and between the **Virginia Department of Housing and Community Development**, an agency of the Commonwealth of Virginia, hereinafter referred to as “DHCD,” and the **City of Petersburg, Virginia**, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as “GRANTEE.”

WITNESSETH

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer grants of the Industrial Revitalization Fund (IRF) according to 36-152 of the Code of Virginia, and

WHEREAS, Demolition of the Old Ramada Inn (the “PROJECT”), as described in the Industrial Revitalization Fund (IRF) proposal submitted by GRANTEE, has qualified for funding on the basis of the IRF Program Design, and

WHEREAS, DHCD and GRANTEE have entered into a Memorandum of Understanding dated _____, 2023, setting forth parameters for additional contracts and agreements related to this PROJECT.

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE an Industrial Revitalization Fund grant in an amount of the total allowable, eligible costs in carrying out the activities included in the scope of the work herein described not to exceed **\$700,000 (Seven Hundred Thousand Dollars)**.
2. The GRANTEE will commence, carry out and complete the scope of work, beginning on **June 30, 2022**, as described in the GRANTEE’s Industrial Revitalization Fund proposal, and any subsequent, approved, written amendments to the proposal, which are made a part of this AGREEMENT.

PROJECT TITLE: Demolition of Old Ramada Inn

OUTCOME: Demolition of the former Ramada Inn property to allow for future redevelopment of the property bearing the street addresses of 320 E. Washington Street, 380 E. Washington Street, and 400 E. Washington Street, Petersburg, VA 23803.

3. The Project Management Team shall conduct regular construction progress meetings. The minutes and records of these meeting shall be kept in the PROJECT files.
4. GRANTEE agrees to provide quarterly progress reports to DHCD. The GRANTEE shall use the IRF Progress Report template in CAMS to submit the progress report. The Report shall include progress on the approved Industrial Revitalization Fund PROJECT and its economic impacts. News articles, press releases, pictures, and other documentation should be submitted along with the written report. DHCD may share copies of the report with other interested parties identified by the State. DHCD, at its discretion, may require additional reports. If reports are not submitted in a timely manner, DHCD reserves the right to withhold payment requests until such reports are submitted.
5. DHCD shall monitor the GRANTEE as least once during the period covered by this Grant Agreement. DHCD may schedule additional monitoring visits as considered necessary. At any time during the Grant period, DHCD may request and shall be provided copies of any documents pertaining to the use of PROGRAM funds.
6. GRANTEE agrees to recognize DHCD's support for its programs in all communications with the media and its marketing publications and in the posting of a project sign on site. The following statement is suggested: "This project was funded in part by the Virginia Department of Housing and Community Development (VDHCD), a state agency that works to support communities to create healthy, safe, and affordable places for Virginians to call home."
7. The aforementioned PROGRAM shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
8. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROGRAM completion, there are cost under-runs or project savings, these costs shall revert to DHCD. In no case will leveraged funds be returned beyond that amount which would have changed the PROGRAM'S ability to be funded initially.
9. The GRANTEE will initiate the ACTIVITIES required by the CONTRACT DOCUMENTS **beginning June 30, 2022**, unless grant Special Conditions require additional action on specified ACTIVITIES before proceeding with such ACTIVITIES. In such instances, the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
10. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS, on or before **June 30, 2023**. Final requests for the funds must be made no later than **August 15, 2023**. Funds not expended by **June 30, 2023** are

subject to re-appropriation. If the ACTIVITIES are not completed by that date, all Grant funding and this AGREEMENT shall be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.

11. DHCD agrees to make payment to the GRANTEE on a reimbursable basis upon receipt of properly completed and signed invoices and proof of payment (“Requests for Payment”).
12. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full:
 - A. AGREEMENT;
 - B. SPECIAL CONDITIONS;
 - C. GENERAL CONDITIONS;
 - D. AMENDMENTS;
 - E. MEMORANDUM OF UNDERSTANDING;
 - F. INDUSTRIAL REVITALIZATION FUND (IRF) PROPOSAL;
 - G. APPROVED BUDGET; AND
 - H. INDUSTRIAL REVITALIZATION FUND (IRF) REPORT.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Bryan Horn, Director

CITY OF PETERSBURG, VIRGINIA

BY: _____ DATE: _____
City Manager

SPECIAL CONDITIONS

1. Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each required report and at PROJECT closeout.
2. Any professional services must be procured in accordance with the Virginia Procurement Act. The GRANTEE must submit any contracts obligating IRF funds for review prior to any contract being executed. The GRANTEE also must submit documentation to detail that procurement requirements have been met, prior to any execution of contracts.
3. Grant funds will be disbursed on a reimbursement basis only. Request for funds will be completed through the CAMS (Centralized Application and Management System). Along with the reimbursement request, the Grantee will also upload and include documentation and proof of reimbursable expenditures (such as invoices, cancelled checks, source documents, etc.). The Grantee will also be required to provide an update on match expenditure with the reimbursement request.
4. The GRANTEE must submit the final disbursement request to DHCD no later than **August 15, 2023**, in order to guarantee payment.
5. To expedite receipt of payment, it is recommended that Grantees contact the Virginia Department of Accounts (DOA) to arrange for electronic transfer of IRF funds. The forms to establish electronic payment with DOA are available at www.doa.virginia.gov. At the home page, click on the Electronic Data Interchange (EDI) link button on the right. Scroll down to the *Trading Partner Agreement and Enrollment* form for Localities and Grantees. Print the form, fill it out and submit it. Instructions on filling out the form are on the third page of the document.
6. The GRANTEE must submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 (Regardless of source)	Financial Statement(s) prepared by organization**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 (Regardless of source)	Financial Statement(s) that have been audited by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

** Does not require preparation by a CPA

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:

http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf.

7. GRANTEE will provide a close out report by **September 30, 2023**, reflecting achievements with meeting performance goals as indicated in the approved grant proposal.
8. DHCD reserves the right to request and receive additional documentation pertaining to non-professional service or other contracts obligating IRF funds prior to approving drawdown requests.
9. DHCD reserves the right to end funding at any point should the PROJECT prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved PROJECT proposal.
10. The GRANTEE must secure the IRF investment, through the execution of restrictive language to the deed on the property for a period of ten (10) years from the date of this grant closeout to ensure that the property will remain in use as this intended funding purposed. In the event that ownership transfer or change in the use of the property is proposed, at any time prior to ten (10) years, the GRANTEE must notify DHCD immediately. DHCD may require prorated repayment of the grant under these circumstances. This legal documentation must be submitted to DHCD before any IRF construction funds will be released to the GRANTEE.
11. The following items must be performed in CAMS:
 - a. The original executed Grant Agreement must be submitted to DHCD. A fully executed copy will be uploaded into “Projects and Reports” in CAMS.
 - b. All products required by this contract must be uploaded into “Projects and Reports” in CAMS.
 - c. All remittance requests must be submitted through “Remittance” in CAMS.
 - d. Complete and upload all quarterly progress reports in a timely manner.
 - e. If products are submitted at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.

- f. Entities shall file the required financial document (see Section 7) in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and OMB A-133 Audit only) - whichever comes first.

GENERAL CONDITIONS

1. **DEFINITIONS** - Whenever used in the Contract Documents the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **ACTIVITY** - A **PROGRAM** activity which constitutes a specific portion of the **PROGRAM**, and as such is covered by its own budget account.
 - B. **AMENDMENT** - A formal addition or modification to the Contract Documents which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the **PROJECT**, or which affects the manner in which the **PROJECT** is to be carried out.
 - C. **APPLICANT** - The entity which made the proposal for Industrial Revitalization Fund (IRF) Program funding and accepted responsibility for assuring compliance and performance of all conditions.
 - D. **ASSURANCES** - The **ASSURANCES** which are attached to this document.
 - E. **INDUSTRIAL REVITALIZATION FUND** -The funds, the **PROJECT** and **PRODUCTS** to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to the **GRANTEE**.
 - F. **CONTRACT DOCUMENTS** - The legal agreement between DHCD and the **GRANTEE** including the **AGREEMENT** and all documents referenced in paragraph 7 thereof.
 - G. **GRANTEE** - The entity which is the recipient of Industrial Revitalization Funds and as such must comply with **CONTRACT DOCUMENTS**.
 - H. **PROGRAM** - The **ACTIVITIES** undertaken to meet the overall stated objective for which the Industrial Revitalization Fund (IRF) Program funding is utilized.
 - I. **WORK** - All labor, equipment and materials necessary to produce the construction of the **PROJECT** as required by the **CONTRACT DOCUMENTS**.
 - J. **WRITTEN NOTICE** - Any notice from one party to the **AGREEMENT** to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.
2. **ADMINISTRATIVE PROCEDURES** - The **GRANTEE** shall perform all contracted **WORK** and administer all grant funds and activities in conformance

with the general terms and special conditions set forth where required in THE PROGRAM DESIGN, and any WRITTEN NOTICES from DHCD.

3. **ACCOUNTING RECORDS** - The GRANTEE shall establish and maintain separate accounts within its existing accounting system for these funds. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. **COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION** - No costs incurred prior to June 30, 2022, shall be eligible for reimbursement with GRANT funds.
5. **PROGRAM BUDGET** - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing.
6. **RECORDS** - The GRANTEE shall maintain such all records related to this Grant. Records shall be readily accessible to DHCD, appropriate State agencies, and the general public during the course of the PROJECT and shall remain intact and accessible for three years from final closeout. Except if any litigation claim or audit is started before the expiration of the three year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a three-year period following final disposition.
7. **REPORTS** - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed herein and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness.
9. **COMMUNICATIONS - WRITTEN NOTICES** shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **METHOD AND TIMING OF PAYMENT** - The GRANTEE shall utilize Request for Payment procedures as specified by DHCD. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered, or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested GRANT funds.
11. **DRAWDOWN AND PAYMENT OF GRANT FUNDS** - Drawdowns and expenditures of IRF funds must be made subsequent to or in proportion to other funds within the budget per ACTIVITY.
12. **BUDGET REVISIONS/AMENDMENTS** - The GRANTEE shall not obligate, encumber, spend or otherwise utilize Industrial Revitalization Fund (IRF) program funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.
13. **TERMINATION, SUSPENSION, CONDITIONS** -
 - a. **FOR CAUSE** - If through any case, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying

the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

- b. FOR CONVENIENCE - DHCD may terminate this AGREEMENT, FOR CONVENIENCE, in the event that DHCD is no longer authorized as an agency to administer the Industrial Revitalization Fund or if the funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S PROJECT Proposal, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the Industrial Revitalization Fund (IRF); and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as an Industrial Revitalization Fund (IRF) recipient.

14. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the **CONTRACT DOCUMENTS** notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the **ACTIVITIES** for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROGRAM for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

15. **POLITICAL ACTIVITY PROHIBITED** - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
16. **INTEREST OF MEMBER OF AGENCY AND OTHERS** - No officer, member, or employee of the GRANTEE and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROGRAM shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
17. **OFFICIALS NOT TO BENEFIT** - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise there from.
18. **CERTIFICATIONS** - The GRANTEE certifies that it will comply with the following:
- A. Freedom of Information Act;
 - B. Virginia Conflict of Interest Act;
 - C. Virginia Fair Employment Contracting Act;
 - D. Virginia Public Procurement Act; and
 - E. Americans with Disabilities Act (ADA).
19. GRANTEE will comply with:

Title VI of the Civil Rights Act of 1964 (Pub. L 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grantee receives Federal or State financial assistance and will immediately take any measure necessary to

effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal or State financial assistance extended to the grantee, this assurance shall obligate the grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal or State financial assistance is extended or for another purpose of involving the provision of similar services to benefits.

EXHIBIT B

CONTRACT: **23-IRFARPA-01**

AGREEMENT

This AGREEMENT, entered into as of this **day of** , **2023**, by and between the **Virginia Department of Housing and Community Development**, an agency of the Commonwealth of Virginia, hereinafter referred to as “DHCD,” and the **City of Petersburg, Virginia**, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as “GRANTEE.”

WITNESSETH

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer grants of the Industrial Revitalization Fund (IRF) according to 36-152 of the Code of Virginia, and

WHEREAS, Acquisition of the Old Ramada Inn (the “PROJECT”), as described in the Industrial Revitalization Fund (IRF) proposal submitted by GRANTEE, has qualified for funding on the basis of the IRF Program Design, and

WHEREAS, DHCD and GRANTEE have entered into a Memorandum of Understanding dated _____, 2023, setting forth parameters for additional contracts and agreements related to this PROJECT.

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE an Industrial Revitalization Fund grant in an amount of the total allowable, eligible costs in carrying out the activities included in the scope of the work herein described not to exceed **\$1,000,000 (One Million Dollars)**.
2. The GRANTEE will commence, carry out and complete the scope of work, beginning on **June 17, 2022**, as described in the GRANTEE’s Industrial Revitalization Fund proposal, and any subsequent, approved, written amendments to the proposal, which are made a part of this AGREEMENT.

PROJECT TITLE: Acquisition of Old Ramada Inn

OUTCOME: Purchase of the former Ramada Inn property to allow for future redevelopment of the property bearing the street address of 380 E. Washington Street, Petersburg, VA 23803.

3. A total of **\$250,000** in leveraged funds is committed to this project by the GRANTEE. To be eligible, leveraged funds must be used to support eligible expenses as outlined in the program guidelines and GRANTEE's approved budget. The final disbursement will not be processed if GRANTEE's obligation has not been fulfilled.
4. The Project Management Team shall conduct regular construction progress meetings. The minutes and records of these meeting shall be kept in the PROJECT files.
5. GRANTEE agrees to provide quarterly progress reports to DHCD. The GRANTEE shall use the IRF Progress Report template in CAMS to submit the progress report. The Report shall include progress on the approved Industrial Revitalization Fund PROJECT and its economic impacts. News articles, press releases, pictures, and other documentation should be submitted along with the written report. DHCD may share copies of the report with other interested parties identified by the State. DHCD, at its discretion, may require additional reports. If reports are not submitted in a timely manner, DHCD reserves the right to withhold payment requests until such reports are submitted.
6. DHCD shall monitor the GRANTEE at least once during the period covered by this Grant Agreement. DHCD may schedule additional monitoring visits as considered necessary. At any time during the Grant period, DHCD may request and shall be provided copies of any documents pertaining to the use of PROGRAM funds.
7. GRANTEE agrees to recognize DHCD's support for its programs in all communications with the media and its marketing publications and in the posting of a project sign on site. The following statement is suggested: "This project was funded in part by the Virginia Department of Housing and Community Development (VDHCD), a state agency that works to support communities to create healthy, safe, and affordable places for Virginians to call home."
8. The aforementioned PROGRAM shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
9. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROGRAM completion, there are cost under-runs or project savings, these costs shall revert to DHCD. In no case will leveraged funds be returned beyond that amount which would have changed the PROGRAM'S ability to be funded initially.
10. The GRANTEE will initiate the ACTIVITIES required by the CONTRACT DOCUMENTS **beginning June 17, 2022**, unless grant Special Conditions require additional action on specified ACTIVITIES before proceeding with that ACTIVITIES. In such instances, the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.

11. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS, on or before **June 30, 2023**. Final requests for the funds must be made no later than **August 15, 2023**. Funds not expended by **June 30, 2023**, are subject to re-appropriation. If the ACTIVITIES are not completed by that date, all Grant funding and this AGREEMENT shall be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
12. DHCD agrees to make payment to the GRANTEE on a reimbursable basis upon receipt of a properly completed and signed settlement statement or other writing acceptable to DHCD and proof of payment (“Request for Payment”).
13. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full:
 - A. AGREEMENT;
 - B. SPECIAL CONDITIONS;
 - C. GENERAL CONDITIONS;
 - D. AMENDMENTS;
 - E. MEMORANDUM OF UNDERSTANDING;
 - F. INDUSTRIAL REVITALIZATION FUND (IRF) PROPOSAL;
 - G. APPROVED BUDGET; AND
 - H. INDUSTRIAL REVITALIZATION FUND (IRF) REPORT.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Bryan Horn, Director

CITY OF PETERSBURG, VIRGINIA

BY: _____ DATE: _____
City Manager

SPECIAL CONDITIONS

1. A total of **\$250,000** in leverage funds is committed to this project by the GRANTEE. These funds shall be expended prior to or in proportion to IRF Grant funds within the budget, per activity.
2. Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each required report and at PROJECT closeout.
3. Any professional services must be procured in accordance with the Virginia Procurement Act. The GRANTEE must submit any contracts obligating IRF funds for review prior to any contract being executed. The GRANTEE also must submit documentation to detail that procurement requirements have been met, prior to any execution of contracts.
4. Grant funds will be disbursed on a reimbursement basis only. Request for funds will be completed through the CAMS (Centralized Application and Management System). Along with the reimbursement request, the Grantee will also upload and include documentation and proof of reimbursable expenditures (such as invoices, cancelled checks, source documents, etc.). The Grantee will also be required to provide an update on match expenditure with the reimbursement request.
5. The GRANTEE must submit the final disbursement request to DHCD no later than **August 15, 2023**, in order to guarantee payment.
6. To expedite receipt of payment, it is recommended that Grantees contact the Virginia Department of Accounts (DOA) to arrange for electronic transfer of IRF funds. The forms to establish electronic payment with DOA are available at www.doa.virginia.gov. At the home page, click on the Electronic Data Interchange (EDI) link button on the right. Scroll down to the *Trading Partner Agreement and Enrollment* form for Localities and Grantees. Print the form, fill it out and submit it. Instructions on filling out the form are on the third page of the document.
7. The GRANTEE must submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 (Regardless of source)	Financial Statement(s) prepared by organization**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 (Regardless of source)	Financial Statement(s) that have been audited by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

** Does not require preparation by a CPA

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:

http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf.

8. GRANTEE will provide a close out report by **September 30, 2023**, reflecting achievements with meeting performance goals as indicated in the approved grant proposal.
9. DHCD reserves the right to request and receive additional documentation pertaining to non-professional service or other contracts obligating IRF funds prior to approving drawdown requests.
10. DHCD reserves the right to end funding at any point should the PROJECT prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved PROJECT proposal.
11. The GRANTEE must secure the IRF investment, through the execution of restrictive language to the deed on the property for a period of ten (10) years from the date of this grant closeout to ensure that the property will remain in use as this intended funding purposed. In the event that ownership transfer or change in the use of the property is proposed, at any time prior to ten (10) years, the GRANTEE must notify DHCD immediately. DHCD may require prorated repayment of the grant under these circumstances. This legal documentation must be submitted to DHCD before any IRF construction funds will be released to the GRANTEE.
12. The following items must be performed in CAMS:
 - a. The original executed Grant Agreement must be submitted to DHCD. A fully executed copy will be uploaded into “Projects and Reports” in CAMS.
 - b. All products required by this contract must be uploaded into “Projects and Reports” in CAMS.
 - c. All remittance requests must be submitted through “Remittance” in CAMS.
 - d. Complete and upload all quarterly progress reports in a timely manner.
 - e. If products are submitted at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.

- f. Entities shall file the required financial document (see Section 7) in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and OMB A-133 Audit only) - whichever comes first.

GENERAL CONDITIONS

1. **DEFINITIONS** - Whenever used in the Contract Documents the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **ACTIVITY** - A **PROGRAM** activity which constitutes a specific portion of the **PROGRAM**, and as such is covered by its own budget account.
 - B. **AMENDMENT** - A formal addition or modification to the Contract Documents which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the **PROJECT**, or which affects the manner in which the **PROJECT** is to be carried out.
 - C. **APPLICANT** - The entity which made the proposal for Industrial Revitalization Fund (IRF) Program funding and accepted responsibility for assuring compliance and performance of all conditions.
 - D. **ASSURANCES** - The **ASSURANCES** which are attached to this document.
 - E. **INDUSTRIAL REVITALIZATION FUND** -The funds, the **PROJECT** and **PRODUCTS** to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to the **GRANTEE**.
 - F. **CONTRACT DOCUMENTS** - The legal agreement between DHCD and the **GRANTEE** including the **AGREEMENT** and all documents referenced in paragraph 8 thereof.
 - G. **GRANTEE** - The entity which is the recipient of Industrial Revitalization Funds and as such must comply with **CONTRACT DOCUMENTS**.
 - H. **PROGRAM** - The **ACTIVITIES** undertaken to meet the overall stated objective for which the Industrial Revitalization Fund (IRF) Program funding is utilized.
 - I. **WORK** - All labor, equipment and materials necessary to produce the construction of the **PROJECT** as required by the **CONTRACT DOCUMENTS**.
 - J. **WRITTEN NOTICE** - Any notice from one party to the **AGREEMENT** to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.
2. **ADMINISTRATIVE PROCEDURES** - The **GRANTEE** shall perform all contracted **WORK** and administer all grant funds and activities in conformance

with the general terms and special conditions set forth where required in THE PROGRAM DESIGN, and any WRITTEN NOTICES from DHCD.

3. **ACCOUNTING RECORDS** - The GRANTEE shall establish and maintain separate accounts within its existing accounting system for these funds. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. **COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION** - No costs incurred prior to June 17, 2022, shall be eligible for reimbursement with GRANT funds.
5. **PROGRAM BUDGET** - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing.
6. **RECORDS** - The GRANTEE shall maintain such all records related to this Grant. Records shall be readily accessible to DHCD, appropriate State agencies, and the general public during the course of the PROJECT and shall remain intact and accessible for three years from final closeout. Except if any litigation claim or audit is started before the expiration of the three year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a three-year period following final disposition.
7. **REPORTS** - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed herein and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness.
9. **COMMUNICATIONS - WRITTEN NOTICES** shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **METHOD AND TIMING OF PAYMENT** - The GRANTEE shall utilize Request for Payment procedures as specified by DHCD. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered, or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested GRANT funds.
11. **DRAWDOWN AND PAYMENT OF GRANT FUNDS** - Drawdowns and expenditures of IRF funds must be made subsequent to or in proportion to other funds within the budget per ACTIVITY.
12. **BUDGET REVISIONS/AMENDMENTS** - The GRANTEE shall not obligate, encumber, spend or otherwise utilize Industrial Revitalization Fund (IRF) program funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.
13. **TERMINATION, SUSPENSION, CONDITIONS** -
 - a. **FOR CAUSE** - If through any case, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying

the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

- b. FOR CONVENIENCE - DHCD may terminate this AGREEMENT, FOR CONVENIENCE, in the event that DHCD is no longer authorized as an agency to administer the Industrial Revitalization Fund or if the funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S PROJECT Proposal, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the Industrial Revitalization Fund (IRF); and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as an Industrial Revitalization Fund (IRF) recipient.

14. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the ACTIVITIES for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROGRAM for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

15. **POLITICAL ACTIVITY PROHIBITED** - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
16. **INTEREST OF MEMBER OF AGENCY AND OTHERS** - No officer, member, or employee of the GRANTEE and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROGRAM shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
17. **OFFICIALS NOT TO BENEFIT** - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise there from.
18. **CERTIFICATIONS** - The GRANTEE certifies that it will comply with the following:
- A. Freedom of Information Act;
 - B. Virginia Conflict of Interest Act;
 - C. Virginia Fair Employment Contracting Act;
 - D. Virginia Public Procurement Act; and
 - E. Americans with Disabilities Act (ADA).

19. GRANTEE will comply with:

Title VI of the Civil Rights Act of 1964 (Pub. L 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grantee receives Federal or State financial assistance and will immediately take any measure necessary to

effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal or State financial assistance extended to the grantee, this assurance shall obligate the grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal or State financial assistance is extended or for another purpose of involving the provision of similar services to benefits.

EXHIBIT A

This instrument was prepared by:
Office of the Attorney General

After recording return to:
Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, Virginia 23219
Attn: Bryan W. Horn, Director

Tax Parcel No.: 012-290001
Tax Parcel No.: 012-290002
Tax Parcel No.: 011-330010

This Deed of Trust is exempt (i) from recordation taxes pursuant to §58.1-811.A.3. of the Code of Virginia (1950), as amended, (ii) recordation taxes pursuant to §58.1-811.B.4. of the Code of Virginia (1950), as amended and (iii) from the payment of Clerk's fees pursuant to §§ 17.1-266 and 17.1-279.E. of the Code of Virginia (1950), as amended.

DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT

The following is stated solely for the purpose of complying with Section 55.1-318 of the Code of Virginia, 1950, as amended:

THIS IS A CREDIT LINE DEED OF TRUST.

Maximum aggregate amount of principal to be
secured hereby at any one time: \$1,700,000.00

Name and address of secured party:

Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, Virginia 23219
Attn: Bryan W. Horn, Director

THIS DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT (this "**Deed of Trust**"), made as of this ____ day of _____, 2023, between THE CITY OF PETERSBURG, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "**Grantor**"), to be indexed as grantor; CHRISTOPHER M. GILL, a resident of the City of Richmond, Virginia, and MICHAEL C. GUANZON, a resident of the City of Danville, Virginia, both having a business address of 901 East Cary Street, Suite 1800, Richmond, Virginia 23219-4037 (the "**Trustees**"), to be indexed as grantees; and THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, an agency of the Commonwealth of Virginia and having an address of 600 East Main Street, Suite 300, Richmond, Virginia 23219 (the "**Beneficiary**"), to be indexed as grantee.

Page 1

Initials: ____

Recitals:

A. The Grantor is the owner of fee simple title to those certain parcels of real estate located in the City of Petersburg, Virginia, together all improvements, structures, and appurtenances thereunto belonging, that are more particularly described on the attached Exhibit A (the “**Property**”).

B. The Grantor is a party to that certain Memorandum of Understanding, dated _____, 2023, between the Grantor and the Beneficiary, a copy of which is attached hereto without exhibits as Exhibit B (the “**MOU**”), governing the award of grant funds to the Grantor by the Beneficiary through the Virginia Industrial Revitalization Fund (“**IRF**”), in amounts not to exceed the aggregate amount of ONE MILLION, SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00) (the “**Grant Funds**”), pursuant to the IRF Grant Contracts to be issued under the terms of the MOU and also to secure the Grantor’s obligations under the terms of the MOU and any and all agreements and instruments issued in connection with the MOU, and all renewals, replacements, extensions, substitutions, modifications thereof (collectively, the “**Grant Documents**”).

C. On _____, 2023, Petersburg City Council approved a resolution authorizing Petersburg to enter into this Deed of Trust and to execute the Grant Documents and all other documents relating to the Grant Funds as are deemed necessary or appropriate by the Department.

D. Defined terms not otherwise defined in this Deed of Trust shall have the same meaning as in the MOU.

WITNESSETH:

Deed of Trust, Assignment and Security Agreement:

NOW THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated in this Deed of Trust, the benefits the Grantor will receive therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Deed of Trust provides as follows:

1. Granting of Lien. The Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, subject to all easements, conditions, and restrictions of record insofar as they may lawfully affect the Property, unto the Trustees the Property IN TRUST, to secure the repayment, reimbursement or return of the Grant Funds and the performance of the covenants and obligations in the Grant Documents.

2. Assignment.

(a) Leases. To further secure the repayment, reimbursement or return of the Grant Funds received by the Grantor in default of the Grant Documents and the performance by the Grantor of its other obligations under the Grant Documents, the Grantor hereby assigns, transfers and sets over to the Beneficiary all leases and other contracts (the "**Leases**") of or relating to the Property, whether now existing or hereafter entered into and all rents, income, revenue, issues and profits (the "**Rents and Profits**") now or hereafter arising from the Property; provided however, that until the occurrence of an "**Event of Default**" (as defined in paragraph 5) and the election of the Beneficiary to collect the Rents and Profits after such Event of Default, the Grantor shall have a license (revocable by the Beneficiary upon the occurrence of an Event of Default) to collect and dispose of the Rents and Profits without restriction, and provided further that this assignment shall not impose on the Trustees or the Beneficiary any of the Grantor's obligations under such leases and contracts.

(b) Contracts. To further secure the repayment, reimbursement or return of the Grant Funds received by the Grantor in default of the Grant Documents and the performance by the Grantor of its other obligations under the Grant Documents, the Grantor further assigns all insurance policies, contracts, permits, licenses or plans now or hereafter pertaining to, affecting or concerning the Property including, without limitation, all rights accruing to the Grantor from any and all contracts with all contractors, architects, engineers, subcontractors or others relating to the design, development, construction, use, enjoyment, occupancy or operation of the Improvements on or upon the Land, including performance and materialmen's bonds and any other related items.

3. Security Interest. To further the repayment, reimbursement or return of the Grant Funds received by the Grantor in default of the Grant Documents and the performance by the Grantor of its other obligations under the Grant Documents, the Grantor hereby grants to the Beneficiary a security interest in and to any and all tangible or intangible property of the Grantor now or hereafter used in, arising out of or relating to the ownership, maintenance and operation of the Property, including, without limitation, (a) documents, instruments, accounts, inventory, chattel paper, general intangibles and proceeds (each of the foregoing shall be as defined in the Uniform Commercial Code as adopted in the Commonwealth of Virginia (the "**UCC**")), (b) architectural and engineering plans and specifications for the Property or any portion thereof, (c) escrow accounts, insurance policies and business records as to the Property, (d) contract rights, (e) all plumbing and electric apparatus and equipment, cleaning and maintenance equipment, all boilers, tanks, engines, motors, power equipment, piping and plumbing fixtures, pumps, heating and air conditioning equipment and systems and lighting equipment and systems and replacements of all of the foregoing, (f) all building materials and equipment now or hereafter delivered to the Property and stored thereon or on the Land, (h) all interest of any owner of the Property in any of the items listed in (e) and (f) above that is at any time acquired under conditional sales or installment sales contracts and (i) all proceeds of the foregoing. This Deed of Trust shall serve as a security agreement in accordance with the

applicable provisions of the UCC. As to all such personalty the Beneficiary shall have, without limitation, all of the rights and remedies of a secured party under the UCC. The recordation of this Deed of Trust shall also constitute a fixture filing in accordance with the applicable provisions of the UCC. For purposes of the UCC, the Grantor hereby authorizes the recordation of this instrument as a financing statement and the filing of one or more financing or continuation statements and amendments thereto relative to all or any part of the collateral described in this paragraph.

4. Representations, Warranties and Covenants. The Grantor makes the following representations, warranties and covenants (and acknowledges that the Beneficiary has relied upon those representations, warranties and covenants in making the Grant Funds:

(a) Grant Funds and MOU. The Grantor shall repay, reimburse or return of the Grant Funds received by the Grantor in default of the Grant Documents as set forth in the MOU and shall perform and comply with all the other provisions of the Grant Documents.

(b) Secondary Financing Prohibited. The Grantor shall not pledge, mortgage or encumber the Property, or any part thereof or any interest therein, without the prior written consent of the Beneficiary, which consent may be withheld in its sole and absolute discretion.

(c) Transfer of the Property Prohibited. The Grantor shall not sell, convey, transfer, assign or permit any sale, conveyance, transfer or assignment of the Property or any part thereof or interest therein, by operation of law or otherwise, without the prior written consent of the Beneficiary, which consent may be withheld in its sole and absolute discretion.

(d) Leases. The Grantor represents and warrants that the Grantor shall duly and punctually perform all of the terms, conditions and covenants contained in the Leases to be kept, observed and performed by the Grantor; that the Grantor shall not sell, assign, transfer, mortgage or pledge any of the Rents and Profits, except as expressly permitted by this Deed of Trust; and that no Rents or Profits becoming due subsequent to the date hereof have been collected, nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised. The Grantor agrees to act in good faith to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenants under the Leases.

(e) Environmental Compliance.

(i) The Grantor's future uses of the Property will be in compliance with all applicable federal, state and local laws and regulations ("**environmental legal requirements**"). In the event of a future violation of such laws or regulations, or in the event of a release or

threatened release of any hazardous or toxic substance as herein defined, in, on, under or in any way affecting the Property, all clean-up or other corrective measures shall be taken promptly by Grantor, at the Grantor's sole expense and in full compliance with all applicable laws and regulations. The Land is not identified on the current or proposed (a) National Priorities List ("NPL"), (ii) Comprehensive Environmental Response, Compensation and Liability Inventory System ("CERCLIS") list, or (iii) any list arising from a state statute similar to CERCLA.

(ii) Indemnification. The Grantor covenants and agrees that to the fullest extent permitted by law, it will indemnify, hold harmless, and defend the Beneficiary from any and all claims, loss, damage, response costs and expenses arising out of or in any way relating to a breach of these environmental representations contained in this paragraph 4 including, but not limited to: (a) claims of third parties (including governmental agencies), for damages, penalties, response costs, injunctive or other relief; (b) expenses, including fees of attorneys and experts, of reporting the existence of hazardous substances or hazardous wastes to any governmental agency; and (c) any and all expenses or obligations, including reasonable attorneys' fees, incurred at, before and after any trial or appeal therefrom or administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses, all of which shall be paid by the Grantor when accrued; provided, however, that the Grantor shall not indemnify, hold the Beneficiary harmless, or defend the Beneficiary if the claims, losses, damages, costs or expenses are due to the Beneficiary's gross negligence or willful misconduct. The provisions of this paragraph 4(e)(ii) shall be binding on any successor or assign of the Grantor.

(f) Compliance with Laws. The Grantor shall comply with all laws, statutes, ordinances, rules and regulations applicable to the Property, including but not limited to the Americans With Disabilities Act of 1990, as amended, and all rules promulgated thereunder, and all zoning land use requirements affecting the Property.

5. Event of Default. Each of the following shall be an event of default (an "**Event of Default**") under this Deed of Trust:

(a) Default in Repayment. If the Grant Funds demanded by the Beneficiary in the event of a call, recapture or the obligation as described in this Deed of Trust or any of the Grant Documents are not repaid, reimbursed or returned in full on or before the date they are due.

(b) Default of Terms or Covenants. Other than defaults referred to in subparagraph (a) above or subparagraphs (c) through (e) below, if default shall be made by the Grantor in the performance of, or compliance with, any of the covenants, agreements, terms and conditions contained in the Grant Documents or this Deed of Trust and such default is not cured within thirty (30) days of receiving written notice thereof; provided, however, if such default cannot be cured within such thirty (30) day period, then provided the Grantor has commenced to cure such default within thirty (30) days of receiving written notice thereof and diligently proceeds to cure such default within a reasonable time, but in no event longer than ninety (90) days.

(c) Default not Cured. If default shall be made by the Grantor in the performance of, or compliance with, any of the covenants, agreements, terms and conditions contained in this Deed of Trust or any of the Grant Documents and such default is not cured within any applicable cure period.

(d) Bankruptcy of the Grantor. If the Grantor shall file a voluntary petition in bankruptcy or shall be adjudicated insolvent or bankrupt, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or if the Grantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of them or of all or any substantial part of the properties owned by it or of the Property, or shall make any general assignment for the benefit of creditors.

(e) Involuntary Insolvency of the Grantor. If a petition shall be filed against the Grantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation, and shall remain undismissed for a period of thirty (30) days, or if any trustee, receiver or liquidator of the Grantor, or of all or any substantial part of the properties owned by the Grantor or of the Property, shall be appointed without the consent or acquiescence of the Grantor, and such appointment shall remain unvacated for an aggregate of thirty (30) days.

(f) Unapproved Redevelopment. If the Property is redeveloped in a manner that the Beneficiary has not approved in advance in writing, notice is given by the Beneficiary to the Grantor, and all applicable cure periods, if any, have expired.

6. Remedies.

(a) Acceleration; Possession; Sale by the Trustees. Upon the occurrence of an Event of Default, the Beneficiary may, at its option and without further notice (unless specifically required by applicable law), declare the Grant Funds immediately due and repayable and have the Trustees (or another person or entity designated by the Beneficiary) take possession of the Property and proceed to sell the Property, as a whole or in parcels, at public auction, for cash or credit and upon such other

terms the Trustees shall deem appropriate. Before such sale at public auction is made, there shall first be advertisement of the time, place and terms of sale at least four times in some newspaper published or having a general circulation in the City of Petersburg, and there shall be given, at least fourteen (14) days prior to such sale, written notice of the time, place and terms of sale by certified or registered mail to the then owner of the Property at its last known address, as such owner and address appear on the records of the Beneficiary. The Beneficiary may become the purchaser of the property so sold and no purchaser shall be required to see to the proper application of the purchase money, except as otherwise provided in §58.1-3340 of the Code of Virginia (1950), as amended. The proceeds of any such sale shall be applied in accordance with the provisions of §55.1-324 of the Code of Virginia (1950), as amended.

(b) Surrender of the Property; Right to Operate. Upon any Event of Default, the Trustees (or other person or entity designated by the Beneficiary), at the request of the Beneficiary, shall have the absolute right to enter the Property and take possession thereof, and the Grantor agrees to surrender the Property promptly upon demand. The Trustees (or such other designee) shall have all rights necessary to operate the Property (either by themselves or through agents appointed by them), including but not limited to the following:

- (i) manage and operate the Property or any part thereof;
- (ii) lease any part or parts of the Property for such periods of time, and upon such terms and conditions as the Trustees may, in their discretion, deem proper;
- (iii) enforce any of the Leases;
- (iv) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Rents and Profits that may then or may thereafter become due, owing or payable with respect to the Property, or any part thereof, from any present or future lessees, tenants, subtenants or occupants thereof;
- (v) institute, prosecute to completion or compromise and settle all summary proceedings and actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Property or any part or parts thereof;
- (vi) enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any of the Leases;
- (vii) make such repairs and alterations to the Property as the Trustees (or such other designee of the Beneficiary) may, in their discretion, deem proper;

(viii) pay from and out of the Rents and Profits collected or from or out of any other funds except tenant's security deposits under the Leases, insurance premiums and any taxes, assessments, water rates, sewer rates, or other governmental charges levied, assessed or imposed against the Property, or any portion thereof, and also any and all other charges, costs and expenses which it may deem necessary or advisable for the Trustees to pay in the management or operation of the Property, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Property, or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and

(ix) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Property as fully as the Grantor might do.

(c) Personal Property. Upon any Event of Default in the performance of the covenants contained herein, the Beneficiary, pursuant to the UCC, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real estate. The parties agree that, in the event the Beneficiary elects to proceed with respect to personal property separately from the real property, the requirement of the UCC as to reasonable notice of any proposed sale or disposition of the personal property shall be met if such notice is mailed to the Grantor at least five (5) days prior to the time of such sale or disposition.

(d) Right to Cure. Upon any Event of Default in the performance of the covenants contained herein, the Beneficiary shall have the right, but shall not be obligated, to enter the Property, if necessary, and cure any default in regard to the Property, and all costs thereof shall be secured by this Deed of Trust and shall be paid, by the Grantor to the Beneficiary upon demand therefor. The performance of any such covenant by the Beneficiary, however, shall not be deemed a waiver of default.

(e) Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary or the Trustees by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(f) No Creation of Debt. Other than as set forth in this Deed of Trust, the MOU and the other Grant Documents, the obligations of the Grantor under this Deed of Trust do not create a debt or other obligation payable from any city revenues, taxes, income, or property of the City of Petersburg, Virginia.

7. Trustees. Both Trustees, or either of them, may exercise all the rights and powers of the Trustees hereunder. The Beneficiary, with or without cause, is hereby authorized and empowered to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a trustee in the place of any of the trustees hereunder.

8. Miscellaneous.

(a) Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall bind the Grantor and its successors and assigns and inure to the benefit of the successors and assigns of the Trustees and the endorsees, transferees, successors and assigns of the Beneficiary.

(b) Extension; Forbearance; Other Indulgences. The Beneficiary and the Trustees (with the permission of the Beneficiary) may grant any extension, forbearance or other indulgence, may release any part of the Property from the lien hereof without affecting the personal liability of any other person for payment of the Grant Funds or the lien hereof.

(c) Governing Law. This Deed of Trust shall be construed according to the laws of the Commonwealth of Virginia.

(d) Notices. All notices and demands which, under the terms of this Deed of Trust 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 parties hereto to the addresses set forth below. Notices shall be deemed to have been given (i) if delivered in person, upon delivery, (ii) 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 (iii) if by certified mail, upon receipt if delivery is accepted, or if delivery is not immediately accepted, within three (3) days after so depositing such notice in a United States Post Office or branch thereof. The parties hereto may change its address by notifying the other parties of the new address in writing and otherwise in the manner permitted by this paragraph.

If to the Grantor: City Manager's Office
 City of Petersburg
 135 North Union Street
 Petersburg, Virginia 23803
 Attn: John Altman, Jr., City Manager

With a copy to: City Attorney's Office
 City of Petersburg
 135 North Union Street
 Petersburg, Virginia 23803

Attn: Anthony C. Williams, City Attorney

If to Trustees: Christopher M. Gill and Michael C. Guanzon
Christian & Barton, L.L.P.
901 East Cary Street, Suite 1800
Richmond, VA 23219-4037

If to Beneficiary: Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, Virginia 23219
Attn: Bryan W. Horn, Director

With a copy to: Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
Attn: Justin I. Bell, Assistant Attorney General

(e) Further Assurances. The Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of the Beneficiary, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Beneficiary for the purpose of facilitating the performance of the terms of this Deed of Trust or any of the other Grant Documents.

(f) Severability. If any term, covenant or condition of this Deed of Trust, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Deed of Trust, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

(g) Captions; Gender; Number. The captions hereof are for convenience of reference only and shall neither limit nor enlarge the provisions hereof. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and vice versa unless the context specifically requires otherwise.

(h) Indemnification. To the fullest extent permitted by law, the Grantor shall protect, indemnify and save harmless the Trustees and the Beneficiary from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Trustees or the Beneficiary in connection with the Property, the Grant Documents or any related matter.

(i) Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

(j) Consent to Jurisdiction. The Grantor consents to the jurisdiction of the courts of the Commonwealth of Virginia in connection with any action, suit or other proceeding arising out of or relating to this Deed of Trust or any of the other Grant Documents and further waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper.

(k) Waiver of Trial by Jury. The Grantor and the Beneficiary hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with, this Deed of Trust or any of the other Grant Documents, or any course of conduct, course of dealing, statements (oral or written) or actions of the Grantor or the Beneficiary in connection with this Deed of Trust or any of the other Grant Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed in its name by its duly authorized representative.

GRANTOR:

THE CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia

By: _____
Its: _____

COMMONWEALTH OF VIRGINIA,

_____ OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of the City of Petersburg, Virginia, on behalf of the City.

My commission expires:_____.

My registration no.:_____.

Notary Public

[SEAL]

EXHIBIT A

PIN: 012-290001

ALL that certain tract or piece land, situate in the City of Petersburg, Virginia, bounded and described according to a Plat showing a 2.32 acre parcel surveyed for Ramada Inn by George M. Whitman, Jr., C.L.S., of Petersburg, Virginia, in August 15, 1972, and last revised January 2, 1973, recorded in Deed Book 318, Page 623, as follows:

BEGINNING at a point on the northwesterly side of Wythe Street [70 feet wide) at the southwesterly corner of the hereinafter described tract, which point is at the distance of 80 feet wide, South 76 deg. 30 min. 14 sec. West along the said northwesterly side of Wythe Street from the southwesterly side of Madison Street (50 feet wide) (since vacated); thence extending from said beginning point North 13 deg. 16 min. 46 sec. West 110 feet to a point; thence extending South 76 deg. 30 min. 14 se. West along the northwesterly side of a 10 foot wide alley, 96.2 feet to a point; thence extending North 13 deg. 16 min. 46 sec. West 100 feet to a point on the southeasterly side of Rose Alley; thence extending along the same North 76 deg. 43 min. 14 sec. East 85.5 feet to a point; thence extending North 12 deg. 45 min. 51 sec. West crossing said Rose Alley, 136.42 feet to a point; thence extending North 76 deg. 43 min. 14 sec. East 93.84 feet to a point on the southwesterly side of Madison Street aforesaid; thence extending along the same South 12 deg. 40 min. 04 sec. East 12.93 feet to a point; thence extending along the same South 12 deg. 40 min 04 sec. East 12.93 feet to a point; thence extending North 76 deg. 43 min. 14 sec. East crossing said Madison Street to a point on the northeasterly side thereof thence extending along the same South 39 deg. 04 min. 40 sec. East 92.66 feet to a point; thence extending South 57 deg. 15 min. East 31 feet to a point; thence extending South 32 deg. 06 min. East 76 feet to a point; thence extending South 65 deg. 11 min. East 28 feet, more or less, to a point to the center line of Lieutenant Run; thence extending along the center line of said Run in a southwesterly direction 306 feet, more or less, to a point on the northwesterly side of Wythe Street aforesaid; thence extending along the same South 76 deg. 30 min. 14 sec. West 168 feet to the first mentioned point and place of beginning.

PIN: 012-290002

That certain lot, piece or parcel of land, lying and being in the City of Petersburg, Virginia, known and designated as "PARCEL #12-290002" as shown on that certain plat entitled "ALTA/NSPS Land Title Survey Showing Three Parcels of Land Lying on the North Line of East Wythe Street", dated March 19, 2018, made by J.L. Surveying, LLC, and more particularly described as follows:

BEGINNING AT A POINT LABELED POB2; THENCE W 12 DEG. 40 MIN. 04 SEC. E A DISTANCE OF 79.73 FEET TO A POINT; THENCE S 38 DEG. 34 MIN. 40 SEC. W A DISTANCE OF 92.66 FEET TO A POINT; THENCE S 76 DEG. 13 MIN. 14 SEC. W A DISTANCE OF 69.00 FEET TO A POINT; THENCE N. 13 DEG. 10 MIN. 04 SEC. W A DISTANCE OF 28.00 FEET TO A POINT; THENCE N 12 DEG. 40 MIN. 04 SEC.

EXHIBIT A (continued)

W A DISTANCE OF 109.56 FEET TO A POINT; THENCE N 76 DEG. 43 MIN. 14 SEC. E A DISTANCE OF 141.50 FEET TO A POINT; WHICH IS THE POINT OF BEGINNING AND CONTAINING 0.397 ACRE.

PIN: 011-330010

Parcel 1:

ALL those certain lots, pieces or parcels of land, lying and being situate in the City of Petersburg, Virginia, with improvements thereon and appurtenances thereunto belonging, and designated as Lot 11 on a plat of survey entitled "A Parcel of land along the S. Side of E. Washington Street Being a part of Lot No. 114 of the Boiling Plat, Petersburg, Virginia, Surveyed for Ramada Inn", dated August 21, 1972, made by George M. Whitman, Jr., C.L.S., recorded in Deed Book 415, Page 245; and Lots 12 and 13 on a plat of survey entitled "A Parcel of Land along the S. Side of E. Washington Street, Being a part of Lot No. 114 of the Boiling Plat", dated August 21, 1972, revised January 9, 1972, revised January 9, 1973, made by George M. Whitman, Jr., recorded in Deed Book 415, Pages 245-246, reference to said plat being made for a more particular description of the property thereby conveyed.

Parcel II:

ALL that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belong, lying in the city of Petersburg, Virginia, bearing the current city street numbers of 322-324 East Washington Street, fronting forty-six (46) feet on the South side of East Washington Street and extending back therefrom southwardly to Ross Alley, and bounded on the East and West by property now or formerly belonging to Mary Bragg. This parcel is hereby referred to as Lot 11 hereinabove.

Parcel III:

ALL that certain lot or parcel of land, with the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, twenty (20) feet in width and forty-three (43) feet in length, and being shown and designated on a certain plat entitled "Plat Showing A Part of Rose Alley to be Vacated and Acquired from the City of Petersburg, Virginia", dated March 15, 1973, made by George M. Whitman, Jr., C.L.S., recorded in Deed Book 415, Page 247.

Together with any interest in the remaining portion of Rose Alley as a result of the City of Petersburg abandoning Rose Alley as a public right-of-way. Specific reference is hereby made to a Plat entitled "Plat of 0.039 Acres, being a part of Rose Alley", prepared by Charles C. Townes and Associates, P.C., dated June 10, 1985, recorded in Deed Book 415, Page 248.

EXHIBIT A (continued)

ALL OF THE FOREGOING BEING the same property conveyed to the City of Petersburg, Virginia, by deed dated June 17, 2022, from Virginia Hotel Development Group, LLC, recorded in the Clerk's Office aforesaid as Instrument Number 202202527 (all of such foregoing property being referred to herein as the “**Land**”).

TOGETHER WITH (a) all buildings and other improvements now or hereafter erected on the Land (the “**Improvements**,” (b) all rights, appurtenances, easements, privileges, remainders and reversions now or hereafter appertaining thereto; (c) all fixtures and articles of personal property owned by the Grantor and now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the design, development, construction, use, enjoyment, occupancy or operation of the Improvements or the Land; (d) all proceeds of the conversion (whether voluntary or involuntary) of any of the foregoing into cash or liquidated claims including, without limitation, proceeds of insurance and condemnation awards; (e) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part thereof, and all estate, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion or reversions, remainder or remainders whatsoever, in any way belonging, relating or appertaining to the Land, the Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor.

EXHIBIT B

[INSERT MOU WITHOUT EXHIBITS]



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Consideration of appointments to the Central Virginia Waste Management Authority Board. (Page 197)**

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

REASON: Tangela Innis will be appointed as the primary and Mr. Randall Williams will need to be reappointed as the alternate.

RECOMMENDATION: It is recommended that they be appointed to the Central Virginia Waste Management Authority Board with Mrs. Innis as primary and Mr. Williams as alternate.

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

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/17/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. appointment to CVWMA 2023 resolution (1)
2. Central Virginia Waste Management Authority 2022

**A RESOLUTION APPOINTING _____ WITH
A TERM ENDING DECEMBER 31, 2027, TO THE CENTRAL
VIRGINIA WASTE MANAGEMENT AUTHORITY BOARD.**

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby
appoints _____, with a term ending December 31, 2027, to the Central Virginia
Waste Management Authority Board.

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY			
Number of members: 2			
TERMS	APPOINTMENTS	NEW APPLICANTS	
		Appointed:	
04/17/2018-12/31/2022	Paul Johnson, Director of Public Works	6/21/2022	
04/17/2018-12/31/2022	Randall Williams, Director of Utilities	6/21/2022	
AUTHORITY:		COMPOSITION:	
Code of Virginia, Chapter 28, Title 15.1, Virginia Water and Sewer Authorities Act; City Council Resolution #90-153 adopted 10/2/90.		Each of the Authority's participating political subdivisions shall be entitled to no less than one (1) and to no more than three (3) members. The number of members from each participating political subdivision shall be as follows:	
		Population Basis:	Members:
		0-50,000	1
		50,001-100,000	2
		100,000 +	3
MEETING DATE AND TIME			
Monthly, 3rd Friday, 9:00 a.m. at Central Virginia Waste Management Authority Headquarters			
		TERMS:	
		Four (4) years	
STAFF LIAISON:			
Kimberly A. Hynes, Executive Director, CVWMA			
2100 West Laburnum Avenue, Suite 105		File: Financial Disclosure form	
Richmond, VA 23227			
(804) 359-8413			



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Consideration of re/appointment to the Petersburg Redevelopment and Housing Authority. (Page 201)**

PURPOSE: To consider appointment/reappointment to the Petersburg Redevelopment and Housing Authority.

REASON: There is currently a vacancy on the Petersburg Redevelopment and Housing Authority.

RECOMMENDATION: Recommend City Council make re/appointment to the Petersburg Redevelopment and Housing Authority.

BACKGROUND: The Petersburg Redevelopment and Housing Authority (PRHA) Board consists of seven (7) members who are appointed by City Council to serve four-year, staggered terms. PRHA was created to study blighted areas within the City and to recommend programs for the improvement of such areas; to provide quality housing for low-income families at rents within their ability to pay; and to serve as the duly designated agent of the City to contract with federal agencies for financial assistance in order to undertake urban redevelopment and low-rent housing programs approved by City Council.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/17/2023

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. Petersburg Redevelopment and Housing Authority 2022
2. appointment to PRHA 2023 resolution

PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY					
	Number of members: 7			NEW APPLICANTS	WARDS
TERMS	APPOINTMENTS	Date Appointed	WARDS		
04/20/2021 - 09/30/24	Dianne Johnson, 2000 Colston Street	4/20/2021	Ward 2		
10/19/2021 - 09/30/25				James R Walker, 1305 Montgomery Avenue	Ward 6
01/21/2020-09/30/2024	Linda Poe, 128 South Sycamore Street	1/21/2020	Ward 4	Angela Dance, 1617 Drury Road	Ward 7
06/15/2021 - 09/30/25	Joseph P. Dickens, 1002 Oakmont Dr.	6/15/2021	Ward 3	Dominique J. Thaxton, 402 High Street	Ward 5
07/07/2020-09/30/2024	Trisha L. Brown, 2811 Brierwood Road, Vice Chair	7/7/2020	Ward 7	Michael Maszaros, 129 Marshall Street	Ward 4
07/07/2020 - 09/30/24	Kim Potts, 422 West Washington Street	7/7/2020	Ward 5		
10/19/2021 - 09/30/25	Mary Howard, 608 S. Park Drive, Chair	10/19/2021	Ward 3		
	AUTHORITY:				
	Title 36, Code of Virginia, as amended; Referendum vote October 1967; December 1967 City Council Resolution established composition and terms of members; City Council; Resolution #95-31, 4/4/95 amended composition, amended 04/02/2002 - 02-ORD-22			Duties: To study slum and blighted areas within the City and to recommend programs for their improvement. To provide quality housing for low income families at rents within their ability to pay. To serve as the duly designated agent for financial assistance in order to undertake urban redevelopment and low-rent housing programs approved by the City Council.	
	MEETING DATE AND TIME			COMPOSITION:	
	4 th Monday at 6:00 p.m., at Sycamore Towers			Seven (7) at large members appointed by City Council.	
	STAFF LIAISON:				
	Nathaniel Pride (804-733-2200)				

**A RESOLUTION APPOINTING _____ WITH
A TERM ENDING SEPTEMBER 30, 2025, TO THE
PETERSBURG REDEVELOPMENT AND HOUSING
AUTHORITY.**

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints _____, with a term ending September 30, 2025, to the Petersburg Redevelopment and Housing Authority.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Vanessa Crawford

RE: Consideration of a resolution amending the fiscal year 2022-2023 of the operating budget for the Sheriff's Department. (Page 205)

PURPOSE: To amend the fiscal year 2022-2023 of the operating budget for the Sheriff's Department.

REASON: See attached.

RECOMMENDATION: Recommend City Council approve the resolution amending the budget.

BACKGROUND: See attached resolution.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/17/2023

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. FY23 Budget Resolution Sheriff 1.9.23

**A RESOLUTION
AMENDING THE FISCAL YEAR 2022-2023 OPERATING BUDGET
FOR SHERIFFS DEPARTMENT**

WHEREAS, on October 18th, 2022, the City Council of the City of Petersburg adopted the Budget Resolution amending the adopted City of Petersburg Fiscal Year 2022-2023 budget in the amount of \$109,240,640; and

WHEREAS, Section 15.2-2507 of the Code of Virginia provides that any locality may amend its budget and must first hold a public hearing which is advertised once in a newspaper of general circulation if any such amendment exceeds one (1) percent of the total expenditures of the currently adopted budget; and

WHEREAS, the source of funding for the \$170,368 budget amendment is the Revenue from Federal Government; and does not exceed (1) percent of the FY22-23 Adopted Amended Budget.

WHEREAS, the funding included in this amendment is to provide funding to restore 4 vacancies that were removed from the Amended FY 22-23 Budge, this will increase the funding to the Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves and adopts the Fiscal Year 2022-2023 budget amendment and appropriates all funds as set forth in the amendment below:

GENERAL FUND	Approved Budget	Changes	Amended Budget
Revenues			
Revenue from Federal Government	\$ 1,441,435	\$ 85,881	\$ 1,527,316
Total	\$ 1,441,435	\$ 85,881	\$ 1,527,316
Appropriations			
4 removed vacancies Sheriffs Department	\$ 0	\$ 85,881	\$ 85,881
Total	\$ 1,441,435	\$ 85,881	\$ 1,527,316
Total Budget	\$ 109,240,640	\$ 85,881	\$ 109,326,521



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: Travis Christian, Police Chief

FROM: Dustin Sloan

RE: **Consideration of an appropriation ordinance for DCJS ARPA - Law Enforcement Equipment and Technology - 2nd Reading (Page 207)**

PURPOSE: To appropriate the DCJS ARPA - Law Enforcement Equipment and Technology Grant

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

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the DCJS ARPA - Law Enforcement Equipment and Technology Grant

BACKGROUND: The City of Petersburg has been awarded a grant from the Commonwealth of Virginia Department of Criminal Justice Services for Law Enforcement Equipment and Technology.

COST TO CITY: There is no monetary cost to the City.

BUDGETED ITEM: N/A

REVENUE TO CITY: \$749,900

CITY COUNCIL HEARING DATE: 1/17/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City of Petersburg Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. ARPA - Police Grant

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

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

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

Previously adopted	\$0.00
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ADD: ARPA – Law Enforcement Equipment and Technology 3-200-035237-0001	<u>\$749,900</u>
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Total Revenues	<u>\$749,900</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022 and ending June 30, 2023, the following sums for the purposes mentioned:

Previously adopted	\$0.00
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ADD: Other Operating Supplies 4-200-035237-3190	<u>\$749,900</u>
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Total Expenses	<u>\$749,900</u>
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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 17, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: W. Howard Myers

RE: **Consideration of a resolution to direct the city manager to commence the process to designate a portion of High Street as an augmented fine street and reduce the speed limit in said portion from 25 to 20 miles per hour. (Page 209)**

PURPOSE: See attached.

REASON: See attached.

RECOMMENDATION: Recommend City Council approved the attached resolution.

BACKGROUND: See attached.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/17/2023

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. myers - speed limit

A RESOLUTION TO DIRECT THE CITY MANAGER TO COMMENCE THE PROCESS TO DESIGNATE A PORTION OF HIGH STREET AS AN AUGMENTED FINE STREET AND REDUCE THE SPEED LIMIT IN SAID PORTION FROM 25 TO 20 MILES PER HOUR

WHEREAS, High Street in the City of Petersburg is a public street that is maintained by the City of Petersburg that has a maximum speed limit of 25 miles per hour; and

WHEREAS, Section 46.2-878.2 of the Code of Virginia authorizes localities to adopt ordinances to facilitate the imposition of augmented penalties for certain streets in “residence districts” to provide for a fine of \$200 in addition to other penalties provided by law; and

WHEREAS, the City of Petersburg has adopted Sections 110-10; 110-11; and 110-12 to regulate the imposition of such fines on such “augmented fine streets;” and

WHEREAS, such Code Sections require that in order to designate a street as an augmented fine street:

1. The City Manager must receive a petition signed by at least 75 percent of all residential structures having lot frontage upon a residential through street; AND
 - a. Upon receipt of such a petition, the Manager shall cause traffic studies and other investigations to be conducted; OR
 - b. The Petersburg Bureau of Police must make a formal determination that a hazard exists on the residential through street warranting an increase in fines;
2. Upon the preparation of such information, the City Manager or his designee shall present a recommendation to Council who may adopt Resolution making the augmented street designation

WHEREAS, the 25 mile per hour speed limit in residential areas is set forth in §46.2-874 of the Code of Virginia; and

WHEREAS, §46.2-878 of the Code of Virginia authorizes the locality to increase or decrease speed limits over which it has jurisdiction (City streets maintained by the City) such as the area of High Street in question, may be implemented only when prescribed after a traffic engineering investigation and when indicated on the roadway by appropriate signs; and

WHEREAS, Councilman Myers has received petitions (**Exhibit A**) from his constituents requesting that the area of High Street in question be designated as an augmented fine street and that the speed limit be reduced in that area from 25 to 20 miles per hour.

NOW therefore be it RESOLVED that the City Manager is hereby directed to take all necessary action to bring forward the necessary recommendations and proposals to Council initiate the augmented street designation and speed limit decrease for consideration by Council at its next meeting or as soon thereafter as may be reasonably practicable.

EXHIBIT A

We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

NAME	ADDRESS	EMAIL	PHONE
Calin Riffle	614 High St.	calinr1968@gmail.com	929-286-3661
Geraint Riffle	614 High St.	geraintR2004@gmail.com	929-286-3661
PATRICK HARRIS	602 High St.		804-873-0083
CYNTHIA JENKINS	561 HIGH ST-	bezjjenkins@verizon.net	
Robert Jenkins	561 High St	same as above -	
Rhonda Donald			
Rhonda Donald	533 High St.		804-943-8435
Bruce Donald	533 High St	bdonald170@yahoo.com	804-625-4707
Laure Smith	517 High St	beckporchadmen.com	513-4905441
Taylor Drumheller	526 High St.	taylardrumheller@gmail.com	804-926-8288
James C. Kampert	538 High St.	jdaveapole@verizon.net	540-1292
Craig Shealy	545 High St.	craig-shealy@gmail.com	2553
Lee Sternberger	545 High St	lssternberger@gmail.com	540-4289-007
Christa Goodman	558 High Street		804-368-5406
Karlin Hoffman	622 High St		540-841-1319
Joe Watt	357 High St		804-731-4617

We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

NAME	ADDRESS	EMAIL	PHONE
51 Heather Brayles	237 High St Petersburg		804-324-9565
52 Christine D. Hunt	213 High St Petersburg		804-512-5135
53 William O'Neill	261 High St Pburg		804-625-8978
54 Anthony Mason	284 High St Petersburg		804-894-3472
55 George Blake	406 High St Petersburg		
56 Dale Pittman	910 High St, Petersburg		804-732-2134
57 Sam	303 High St Petersburg, VA 23803		
58 Geneva Colman	300 High St. Pet. VA 23803		
59 Jim Scott	402 High St Pburg VA.		
70 Brenda Redfern	280 High St. Petersburg, VA		
71 [Signature]	629 High Street Petersburg, VA 23803		
72 [Signature]	635 High St. Pburg 23803		
73 [Signature]	642 High St Pburg 23803		
74			

We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

	NAME	ADDRESS	EMAIL	PHONE
16	Sue Ann Barlow	253 High St		216-8758
17	Teresa Cardulla	319 High St		609-937-9996
18	Mary Bullock	311 High St.		804-399-3224
19	Tom Schleicher	311 High St.		804 873 0311
20	Tom Loran	216 High St		804-951-8589
21	Debbie OBerry	216 High Street		804-526-4148
22	Dean Cardulla	319 High St.		609-937-0486
23	James Gale	271 High St.		313-720-6098
24	Linda Pittman	410 High St.		804-896-1264
25	Kathy	272 High St		(804) 761-3934
26	Dale Pittman	410 High Street		804 732 2134
27	Kick Campbell	281 High Street		804-301-6985
28	James Campbell	281 HIGH ST.		804-677-1385
29	Robley Wolfe Jr	281 HIGH ST.		804-605-1911
30	Travis	275 High St		804 731 4437

We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

	NAME	ADDRESS	EMAIL	PHONE
76	Karen Peck	823 High St.		804-232-0982 305-485-4920
77	Jordan Rose	245 High St	jdunbar@beyond.net	
78	Susan Thompson	268 High St		804-931-5422
79	Chris Thompson	268 High St		804-720-9040
30	O'Neill, William	261 High		480 625 8978
31	Endsley, Michael	253 High St.		804 926-6362
32	Michael CAIRBONNEAU, CATHERINE	249 High ST		518-626-6393
33	LEWIS, WILLIAM	249 High ST		804-874-5850
14	Gail E Cook	243 High St		434 594 1080
5	Bill Hartsock	239 High St.		804-366-7418
5	Thom Madison	265 HIGH ST.		828-333-2743
	Sims Toomey	279 High ST.		828-773-3885
	Paul [Signature]	279 High St.		828-773-3747

We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

	NAME	ADDRESS	EMAIL	PHONE
31	Bill Nicholson	209 High St.		760 200 7221
32	Marc Karlos	228 High St		804 882 1856
33	Alash Maldonado	228 High St		804 882 1856
34	Shari Vetter	215 High St.		267-994-5317
35	Risha Stebbins	RL 610 High St.		804-363-2867
36	Francine Knight	219 High Street		914-486-2844
37	Trepas Whaley	715 High St		804-896-2675
38	Michael D. Crocker, Jr.	221 High St.		540-221-1081
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We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

NAME

ADDRESS

EMAIL

PHONE

804-754-4464

1 Mike Crocker 541 High St. mcrocker254@gmail.com

2 George P Shibley 544 High St 804-691-1912

13 Frances A Brown 544 High St franabrown@yahoo.com 804-895-2257



















We the Residents of High Street present the following petition to include our name and address for the purpose of reducing the posted speed limit from 25 to 20 miles per hour. By signing this petition, I am in support of such efforts to be adopted by City Council and enforceable by the local, state, and federal Police Officers.

	NAME	ADDRESS	EMAIL	PHONE
46	Christine Hunt	213 High St	ghornevalley 1284@yahoo.com	576-5133
47	Crystal R. Douglas	216 High St		804-931-2229
48	Crystal R. Douglas	226 High St.	crdouglas814@gmail.com	703. 228. 2099
49	Lewis J. Douglas	226 High St.	lewisjdouglas@gmail.com	202. 445. 6130
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PETITION

TO INCREASE FINE PURSUANT TO SECTION 110-10, et. seq. OF THE PETERSBURG CITY CODE


















We, the undersigned residents of Petersburg, hereby petition City Council to designate High Street between Market Street on the east end, and South Street on the west end, as an Augmented Fine Street, thereby increasing the fine for speeding by \$200, more than the fine otherwise applicable:

ADDRESS	PRINTED NAME	SIGNATURE	EMAIL (IF applicable)	Phone	Date signed
614 High St.	Darin Riddle		darinriddle@gmail.com	929-281-3601	9/26/22
614 High St.	GERALD RIFLE		geraldrifle@gmail.com	929-281-3601	9/26/22
602 High St	Parick Haggard			804-873-0083	9/26/22
561 High St	CYNTHIA JENKINS		verjjenkins@verizon.net		9.26.22
561 High St	Robert Jenkins		same as above		9/26/22
533 High St	Ronald Donald			804-943-8685	9/26/22
533 High St	Bruce Donald		belond2004@yahoo.com	804-625-4707	9/26/22
574 High St	Laure Smith		laurensmith@gmail.com	515 490 5441	9/26/22
526 High St	Taylor Drumheller		taylor.drumheller@icloud.com	804-926-6247	9/26/22
538 High St	Stacy C. Davidson		stacyc.davidson@verizon.net	804-601-3346	9/26/22
545 High St	Emily Shealy		emilyshealy@gmail.com	540-242-2557	9/26/22
545 High St	Craig Shealy		cshealy@gmail.com	540-242-2557	9/26/22
538 High St	Mirista Shumaker			804-368-5406	9.27.22
622 High St	Karin Hoffman		karin.hoffman@gmail.com	540-841-1319	9/28/22
567 High St	JUD LESTER		judlester@gmail.com	804-866-7300	9/28/22
541 High St	Mike Crocker		mcrocker@gmail.com	804-754-6464	10/10/22
544 High St	George F Shickel			804-691-1912	10/10/22
544 High St	Frances A Brown		francebrown@yahoo.com	804-895-2254	10-10-22

PETITION

TO INCREASE FINE PURSUANT TO SECTION 110-10, et. seq. OF THE PETERSBURG CITY CODE

We, the undersigned residents of Petersburg, hereby petition City Council to designate High Street between Market Street on the east end, and South Street on the west end, as an Augmented Fine Street, thereby increasing the fine for speeding by \$200, more than the fine otherwise applicable:

ADDRESS	PRINTED NAME	SIGNATURE	EMAIL (If applicable)	Phone	Date signed
253 High St	SAVANNA BARNUM			(804) 216-8158	8/15/22
210 High St	Tony Lewis			804-931-8589	8-15-22
214 High Street	Deborah Berry			804 526-4148	8-15-22
319 High St	Teresa Cardullo			604-937-9996	8-15-22
311 High St.	Mary Bullock			804-399-3224	8-15-22
311 High St.	Tom Schlercher			804 873-0316	8-15-22
319 High St	Dean Cardullo			609 937 8486	8/15/22
271 High St	James Gale			313-722-6088	15 Sep 22
410 High St	Linda Piffman			804-896-1264	8/15/2022
272 High St.	Kelsi Jewell			(804) 761-3934	9/15/22
410 High St	Edy P. Huan			804 732 2134	9/15/22
281 High St.	Vicki Campbell			804-301-6988	9/21/22
281 High St.	JAMES CAMPBELL			804-677-1388	9/21/22
281 High St.	R. Duane Ward			804-605-1911	9/21/22
275 High St	J. Brogan			804 731 4437	9/24/22
226 High St	Leusie Douglas			202 445 6158	9/24/22
226 High St	Crystal D. Boyd			703. 628. 2049	9.24.22

TO INCREASE FINE PURSUANT TO SECTION 110-10. *et. seq.* OF THE PETERSBURG CITY CODE

applicable:

ADDRESS	PRINTED NAME	SIGNATURE	EMAIL (If applicable)	Phone	Date signed
237 High St	Heather Bradley	Heather Bradley		804-334-9565	10/16/22
213 High St	Imogene Hunt	Imogene Hunt		804-586-5733	10/16/22
261 High St	ONCILL William	ONCILL William		480 625 8978	2/22/2016
264 High St	Anthony Mason	Anthony Mason		804 894-3472	10/16/22
406 High St	George Blake	George Blake		862-	10/16/22
410 High St	Shirley Pittman	Shirley Pittman		804 873-2134	10/16/22
303 High St	Silvia Johnson	Silvia Johnson		804-536-2462	10/16/22
310 High St	Spencer Clemons	Spencer Clemons			10/16/22
412 High St	Tom Sear	Tom Sear		434 238 8455	10/16/22
280 High St	Brenda Medrea	Brenda Medrea		804-731-6871	10/16/22
715 High St	Deborah White	Deborah White		804-896-2675	10/20/2022
221 High Street	Michael D. Crocker	Michael D. Crocker		540-221-1081	10/25/2022

PETITION

TO INCREASE FINE PURSUANT TO SECTION 110-10, *et. seq.* OF THE PETERSBURG CITY CODE

We, the undersigned residents of Petersburg, hereby petition City Council to designate High Street between _____ and _____ as a speed limit zone of _____ mph. We request that the fine for speeding be increased from \$100 to \$200, more than the fine otherwise














South Street on the west end, as an Augmented Fine Street, thereby increasing the time for speed limit applicable:	FM 1111	Phone	Date signed

[illegible]

PETITION

TO INCREASE FINE PURSUANT TO SECTION 110-10, et. seq. OF THE PETERSBURG CITY CODE

We, the undersigned residents of Petersburg, hereby petition City Council to designate High Street between Market Street on the east end, and South Street on the west end, as an Augmented Fine Street, thereby increasing the fine for speeding by \$200, more than the fine otherwise applicable:

ADDRESS	PRINTED NAME	SIGNATURE	EMAIL (If applicable)	Phone	Date signed
823 High St	Karen Kelly			804-212-0812	9/21/22
268 High St	Chris Thompson			804-720-9040	9/21/22
245 High St	Bryan Paul			805-445-4926	9/21/22
268 High St	Bryan Thompson			804-931-5000	9/21/22
261 High St	Onell Williams			480-625-8978	20220921
253 High St	Michael Embrey			804 126-6362	9/21/22
249 High St	Matthew Lewis			518-526-6393	21SEP22
249 High St	William Lewis			804-874-5850	21SEP22
243 High St	Gail E Cook			434-594-1080	21 SEP 22
239 High St	Bill Hartrock			804-366-7416	9/21/22
265 High St	Thomas Madison			828-333-2743	9-21-22
279 High St.	SIMMS TOMMY			828-173-3885	9/22/22
279 High St.	Paul Robertson			828-773-3747	9.22.22

TO INCREASE FINE PURSUANT TO SECTION 110-10, *et. seq.* OF THE PETERSBURG CITY CODE

ADDRESS

Page 223 of 231

Sec. 110-10. Additional \$200.00 fine for speed limit violation; eligible streets.

Residential through streets in the city which are not dead end streets and which have a posted speed limit of not more than 25 miles per hour shall be eligible for designation by the city council as an augmented fine street.

(Ord. No. 14-109, 12-9-2014)

State law reference(s)—Code of Virginia, § 46.2-878.2.

Sec. 110-11. Procedure for council authorization of additional fine.

- (a) Upon receipt by the city manager of a petition signed by at least 75 percent of all residential structures having lot frontage upon a residential through street, the city manager shall cause such traffic studies and other investigation as he shall deem material to be conducted and shall thereupon present such petition together with a city staff report to the city council for consideration; or
- (b) Upon determination by the Petersburg Bureau of Police that a hazard exists on a residential through street warranting an increase in fines, pursuant to section 110-10, on any residential street.

(Ord. No. 14-109, 12-9-2014)

Sec. 110-12. City council designation procedure.

- (a) *Procedure.* If, based upon the petition and staff report required under section 110-11, and upon such other information and considerations as the city council shall deem necessary, the city council finds that the additional fine provided for in section 110-10 should apply to the residential through street in question, then the council shall pass a resolution designating said residential through street as an augmented fine street, whereupon the city manager shall take all actions necessary to erect signs as prescribed by Virginia Commonwealth Transportation Board in order to put such additional fine into effect.

- (b) *Definitions.*

Augmented fine street means a street which based upon resolution of the city council is subject to the additional fine provided for in Code of Virginia, § 46.2-878.2.

Dead end street means a street which connects with another street at only one end.

Hazard means a dangerous situation that poses a threat to life, health, or property.

Residence district as defined in Code of Virginia, § 46.2-100, means the territory contiguous to a street, not comprising a business district, where 75 percent or more of the property contiguous to such street on either side thereof, for a distance of 300 feet or more along the street is occupied by dwellings and land improved for dwelling purposes, or by dwellings, land improved for dwelling purposes and land or buildings in use for business purposes.

Residential through street means any street in a residence district having a posted speed limit of not more than 25 miles per hour which is not a dead end street.

Street means the entire width between the boundary lines of every way or place open to the use of the public for purposes of vehicular travel in the city, including streets and alleys, and for law enforcement purposes, the entire width between the boundary lines of all private roads or private streets which have been specifically subject to city enforcement of city motor vehicle laws by an ordinance adopted by the city council.

(Ord. No. 14-109, 12-9-2014)

[Va. Code Ann. § 46.2-878.2](#)

Current through Chapter 22 of the 2022 Special Session I

Code of Virginia 1950 > Title 46.2. Motor Vehicles. (Subts. I — V) > Subtitle III. Operation. (Chs. 8 — 14.1) > Chapter 8. Regulation of Traffic. (Arts. 1 — 18) > Article 8. Speed. (§§ 46.2-870 — 46.2-883)

§ 46.2-878.2. Maximum speed limits in certain residence districts of counties, cities, and towns; penalty.

Operation of any motor vehicle in excess of a maximum speed limit established for a highway in a residence district of a county, city, or town, when indicated by appropriately placed signs displaying the maximum speed limit and the penalty for violations, shall be unlawful and constitute a traffic infraction punishable by a fine of \$200, in addition to other penalties provided by law. No portion of the fine shall be suspended unless the court orders 20 hours of community service. The Commissioner of Highways or any local governing body having jurisdiction over highways shall develop criteria for the overall applicability for the installation of signs. Such criteria shall not exclude highways, functionally classified as minor arterials, serving areas that either (i) were built as residential developments or (ii) have grown to resemble residential developments, provided, in either case, (a) such highways are experiencing documented speeding problems and (b) the local governing body requests the application of this section to such highway. Such signs may be installed in any town and shall not require the approval of the county within which such town is located. Any such signs installed in any town shall be paid for by the town requesting the installation of the signs, or out of the county's secondary system construction allocation.

History

[1996, c. 172](#); [1999, c. 87](#); [2002, c. 882](#); [2004, c. 350](#); [2006, c. 547](#); [2013, cc. 585, 646](#).

Annotations

Notes

Editor's note.

Acts [2003, c. 282](#), cl. 2 provides: "That the Supreme Court shall, when it promulgates regulations for prepayment of fines, require a higher prepayment fee for a violation of § [46.2-878.2](#) than for other infractions."

Acts [2013, cc. 585](#) and [646](#), cl. 2 provides: "That the provisions of this act shall not be construed to invalidate any action taken or approval rendered by the Commonwealth Transportation Board prior to July 1, 2013, and that any and all actions taken and all approvals rendered by the Board prior to July 1, 2013, shall remain valid and in effect unless modified, superseded, or repealed by subsequent action of the Board."

The 1999 amendment substituted "signs" for "such signage" at the end of the second sentence, and added the third sentence.

The 2002 amendments.

The 2002 amendment by c. 882 inserted “of counties, cities, and towns” in the section catchline; and in the text of the section, inserted “of a county, city, or town” in the first sentence and inserted “or any local governing body having jurisdiction over highways” in the second sentence.

The 2004 amendments.

The 2004 amendment by c. 350 deleted “not more than” preceding “\$200” in the first sentence and inserted the second sentence.

The 2006 amendments.

The 2006 amendment by c. 547 added the last two sentences.

The 2013 amendments.

The 2013 amendments by cc. 585 and 646 are identical, and substituted “Commissioner of Highways” for “Commonwealth Transportation Board” in the third sentence, and substituted the clause (a) and (b) designators for the second occurrence of clause (i) and (ii) designators.

Research References & Practice Aids

Cross references.

As to prepayment of fines for violations of speed limits, see § 46.2-878.3.

As to traffic infractions within authority of traffic violations clerk and prepayment of fines, see § 16.1-69.40:1.

Code of Virginia 1950
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End of Document

[Va. Code Ann. § 46.2-874](#)

Current through Chapter 22 of the 2022 Special Session I

Code of Virginia 1950 > Title 46.2. Motor Vehicles. (Subts. I — V) > Subtitle III. Operation. (Chs. 8 — 14.1) > Chapter 8. Regulation of Traffic. (Arts. 1 — 18) > Article 8. Speed. (§§ 46.2-870 — 46.2-883)

§ 46.2-874. Maximum speed limit in business and residence districts.

The maximum speed shall be 25 miles per hour on highways in business or residence districts, except on interstate or other limited access highways with divided roadways or nonlimited access highways having four or more lanes and all state primary highways. The speed limit on all nonlimited access highways having four or more lanes and all state primary highways shall remain as indicated by signs posted prior to July 1, 2005, unless changed as provided by law.

History

Code 1950, § 46-212; 1950, p. 881; 1952, c. 666; 1954, c. 244; 1956, c. 364; 1958, c. 541, § 46.1-193; 1960, c. 153; 1962, c. 307; 1964, cc. 118, 408; 1966, c. 85; 1968, c. 641; 1972, cc. 89, 546, 553, 608; 1974, c. 528; 1977, c. 577; 1978, c. 605; 1980, c. 347; [1989, c. 727](#); [2005, c. 310](#).

Annotations

Notes

Editor's note.

Acts [2011, c. 91](#) provides: “§ 1. That the governing body of the City of Virginia Beach may by ordinance decrease the speed limits set forth in § 46.2-870 of the Code of Virginia and may increase or decrease the speed limits set forth in §§ 46.2-873 through 46.2-875 of the Code of Virginia on any highway within its jurisdiction. The governing body of the City of Virginia Beach is expressly authorized to establish and indicate variable speed limits on such structures or roadways to be effective under such conditions as would, in its judgment, warrant such variable speed limits, including, but not limited to, darkness, traffic conditions, atmospheric conditions, weather emergencies, and like conditions that may affect driving safety. Any speed limits, whether fixed or variable, shall be prominently posted in such proximity to such structure or road as deemed appropriate by the City of Virginia Beach subsequent to a traffic engineering study and analysis of available and appropriate accident and law-enforcement data. The findings of the City shall be conclusive evidence of the maximum safe speed that can be maintained on such structure or roadway. It shall be unlawful to operate any motor vehicle in excess of speed limits established and posted as provided in this act. Whenever the speed limit on any highway has been increased or decreased or a variable speed limit has been established, and such speed limit is properly posted, there shall be a rebuttable presumption that the change in speed limit was properly established in accordance with the provisions of this act. The authority granted to the governing body of the City of Virginia Beach under this act shall not extend to any portion of the Interstate Highway System.”

The 2005 amendments.

The 2005 amendment by c. 310, in the first sentence, substituted “residence” for “residential” and added “or nonlimited access highways having four or more lanes and all state primary highways” at the end; added the last sentence; and made a minor stylistic change.

CASE NOTES

The purpose of this section

and former § 46.1-1(24) (see now § 46.2-100, paragraph defining “Residence district”) is to restrict speed on a road where 75% of the frontage on either side is built up, that is, actually occupied or covered by buildings used or under construction for the stated purposes. [Brooks v. Painter, 225 Va. 400, 302 S.E.2d 66, 1983 Va. LEXIS 236 \(1983\)](#) (decided under prior law).

Excessive use of force in arrest. —

Because a police officer’s use of force was unreasonable under the circumstances, and because it failed both prongs of the qualified immunity analysis at the motion to strike stage, the circuit court erred by granting his motion to strike on an arrestee’s § 1983 excessive force claim; the arrestee’s infraction for speeding was minor and was not a criminal offense, and obstruction of justice, the offense for which the officer unjustifiably obtained an arrest warrant, was a misdemeanor. [Cromartie v. Billings, 298 Va. 284, 837 S.E.2d 247, 2020 Va. LEXIS 2 \(2020\)](#).

CIRCUIT COURT OPINIONS

Accuracy of speed detection device. —

Although a census report was properly admitted pursuant to §§ 1-13.22 and 1-13.35 [see now §§ 1-235 and 1-236], as evidence to establish that a city was large enough to use laser speed devices pursuant to § 46.2-882 the Commonwealth failed to prove that the device was properly set up and recently tested for accuracy as required by § 46.2-882; therefore, defendant’s motion to dismiss the speeding charges under § 46.2-874 was granted. [Commonwealth v. Fagin, 61 Va. Cir. 428, 2003 Va. Cir. LEXIS 225 \(Charlottesville Apr. 4, 2003\)](#).

Research References & Practice Aids

Cross references.

For definitions of business district and residence district, see § 46.2-100.

As to exceptions to maximum speed limits in residence districts, see § 46.2-874.1.

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[Va. Code Ann. § 46.2-878](#)

Current through Chapter 22 of the 2022 Special Session I

Code of Virginia 1950 > Title 46.2. Motor Vehicles. (Subts. I — V) > Subtitle III. Operation. (Chs. 8 — 14.1) > Chapter 8. Regulation of Traffic. (Arts. 1 — 18) > Article 8. Speed. (§§ 46.2-870 — 46.2-883)

§ 46.2-878. Authority to change speed limits.

A. Notwithstanding the other provisions of this article, the Commissioner of Highways or other authority having jurisdiction over highways may decrease the speed limits set forth in § 46.2-870 and may increase or decrease the speed limits set forth in §§ 46.2-873 through 46.2-875 on any highway under its jurisdiction; and may establish differentiated speed limits for daytime and nighttime by decreasing for nighttime driving the speed limits set forth in § 46.2-870 and by increasing for daytime or decreasing for nighttime the speed limits set forth in §§ 46.2-873 through 46.2-875 on any highway under his jurisdiction. Such increased or decreased speed limits and such differentiated speed limits for daytime and nighttime driving shall be effective only when prescribed after a traffic engineering investigation and when indicated on the highway by signs. It shall be unlawful to operate any motor vehicle in excess of speed limits established and posted as provided in this section. The increased or decreased speed limits over highways under the control of the Commissioner of Highways shall be effective only when prescribed in writing by the Commissioner of Highways and kept on file in the Central Office of the Department of Transportation. Whenever the speed limit on any highway has been increased or decreased or a differential speed limit has been established and such speed limit is properly posted, there shall be a rebuttable presumption that the change in speed was properly established in accordance with the provisions of this section.

B. Notwithstanding any other provision of this article, including the provisions of subsection A, the governing body of any town located entirely within the confines of a United States military base may by ordinance reduce the speed limit to less than 25 miles per hour on any highway within its boundaries, provided such reduced speed limit is indicated by lawfully placed signs.

History

Code 1950, § 46-212; 1950, p. 881; 1952, c. 666; 1954, c. 244; 1956, c. 364; 1958, c. 541, § 46.1-193; 1960, c. 153; 1962, c. 307; 1964, cc. 118, 408; 1966, c. 85; 1968, c. 641; 1972, cc. 89, 546, 553, 608; 1974, c. 528; 1977, c. 577; 1978, c. 605; 1980, c. 347; [1989, c. 727](#); [1990, c. 779](#); [1993, c. 98](#); [2013, c. 303](#).

Annotations

Notes

Editor's note.

Acts [2011, cc. 36](#) and [152](#), cl. 3 provides: "That the Virginia Code Commission shall carry out such editorial changes to the Code of Virginia as may be required to reflect the provisions of this act changing the title

'Commonwealth Transportation Commissioner' to 'Commissioner of Highways.'" "Commissioner of Highways" was substituted for "Commonwealth Transportation Commissioner" in this section.

The 2013 amendments.

The 2013 amendment by c. 303 added the subsection A designator and added subsection B.

CASE NOTES

The obvious purpose of the provision requiring the display of signs

is to notify or warn the operator of an automobile of the **speed** restriction in that zone or area. [Mitchell v. Wilkerson, 193 Va. 121, 67 S.E.2d 912, 1951 Va. LEXIS 246 \(1951\)](#) (decided under prior law).

Federal regulations control over state law. —

Because federal regulations determine how the **speed limit** on federal roads is to be determined, they control over state law requirements for reducing **speed limits** generally. [United States v. Wornom, 754 F. Supp. 517, 1991 U.S. Dist. LEXIS 455 \(W.D. Va. 1991\)](#).

Evidence that **speed limit** had not been lawfully established was admissible. —

As defendant's proffered testimony tended to prove that no traffic or engineering study had been performed as required by § 46.2-1300 in order to establish a 30-mile-per-hour **speed limit** on the street where she was stopped, the evidence was relevant and admissible, and the trial court erred by refusing to admit it to rebut the presumption created by this section that the change in **speed** had been properly established. [Bahen v. City of Hampton, 2004 Va. App. LEXIS 504 \(Va. Ct. App. Oct. 26, 2004\)](#).

Lesser included offenses. —

Trial court did not err in convicting defendant of **speeding** in violation § 46.2-870 under circumstances in which defendant was originally charged with a violation of § 46.2-878; the conclusion that § 46.2-870 was a lesser-included charge of § 46.2-878 was proper. There was no requirement that a lesser-included offense be of a lower grade or carry a different potential penalty than the greater offense. [Plofchan v. Commonwealth, 2007 Va. App. LEXIS 188 \(Va. Ct. App. May 8, 2007\)](#).

CIRCUIT COURT OPINIONS

Speed limit properly established. —

Although the defendants contended that the city failed to pass Charlottesville, Va. Code § 15-99 pursuant to §§ 46.2-878 and 46.2-1300, which established the necessary procedures for the city to create a decreased **speed limit** on a **limited** access highway, and therefore that Charlottesville, Va. Code § 15-99 was without effect and unenforceable, according to § 46.2-878, there was a rebuttable presumption that the **speed limits** were properly established. In the instant case, the rebuttable presumption at issue was not related to the elements of the offense, but only presumed the validity of the decreased maximum **speed limit**, and therefore, the law explicitly presumed that the Route 250 Bypass **speed** ordinance was prescribed after a traffic engineering investigation; the defendants failed to provide clear evidence to rebut the presumption that the **speed limits** on the Route 250 Bypass were enacted pursuant to the provisions of § 46.2-878. [Commonwealth v. Tocci, 84 Va. Cir. 359, 2012 Va. Cir. LEXIS 135 \(Charlottesville Mar. 12, 2012\)](#).

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