



# City of Petersburg Virginia

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## March 7, 2023 - City Council Work Session

March 7, 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.

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1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Public Comments**
  6. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. A request to schedule a Public Hearing and consideration of an Ordinance amending the City of Petersburg Code of Ordinances, Appendix B. Zoning, to add definitions of Group Home and Assisted Living Facility. **(Page 4)**
    - b. A request to hold a public hearing on March 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Elvin Snead towards the sale of City-owned property at 137 Market Street, parcel ID 022-180011. **(Page 8)**
    - c. Consideration of approval of a Commonwealth of Virginia Department of Environmental Quality Grant Contract and authorization for the City Manager to execute the Agreement. **(Page 31)**
    - d. A request to hold a public hearing on March 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022. **(Page 49)**
    - e. A request to hold a public hearing on March 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and 123 Halifax, LLC towards the sale of City-owned property at 123 Halifax Street, parcel ID 022-180025. **(Page 71)**
    - f. A request to hold a public hearing on March 21, 2023 for the consideration of an Ordinance authorizing the City Manager and City Attorney to take all necessary action to facilitate the conveyance of an easement to Dominion Energy at 125 N Union St, parcel ID 011-250041. **(Page 94)**

- g. A request to hold a public hearing on March 21, 2023 for the consideration of an Ordinance authorizing the City Manager and City Attorney to take all necessary action to facilitate the conveyance of an easement to Dominion Energy at 920 E. Wythe St, parcel ID 012-340006. **(Page 103)**
- h. A request to schedule a Public Hearing and consideration of an Ordinance amending the City Code Appendix B. Zoning Text – To amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District. **(Page 112)**
- i. A request to schedule a Public Hearing amending the FY23 Budget to appropriate additional local match funding to Petersburg Public Schools in the amount of \$1,665,419 as well as additional State aid received for the Petersburg Library in the amount of \$43,178 for March 21, 2023. **(Page 118)**
- j. A request to schedule a public hearing and appropriate the allocation of the 2nd Tranche of the ARPA funding provided to the City. **(Page 121)**
- k. A request for the consideration of an appropriation for a High Hazard Potential Dam (HHPD) Grant awarded by the Federal Emergency Management Agency (FEMA) and allocated by the VA Department of Conservation and Recreation in the amount of \$92,137.50 to be used for design costs associated with the ultimate improvements to bring the Wilcox Lake Dam into compliance with the VA Dam Safety Regulations - 1st reading. **(Page 124)**
- l. A request to schedule a Public Hearing and consideration of an Ordinance approving the expansion of the Local Historic District regulations to individual properties listed on the attached list that are also listed on the National Register of Historic Places, therefore requiring a Certificate of Appropriateness (COA) before any exterior changes are made. **(Page 139)**

## **7. Special Reports**

- a. Discussion and consideration of an ordinance approving a Zoning Ordinance Text Amendment – To amend Article 15. - "B-2" General Commercial District Regulations, Section 2. Use Regulations, by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts. **(Page 148)**
- b. A Public Hearing and consideration of an Ordinance amending the City Code Appendix B. Zoning Text – To amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District. **(Page 156)**

## **8. Monthly Reports**

## **9. Finance and Budget Report**

- a. FY22 ACFR Presentation

## **10. Capital Projects Update**

## **11. Utilities**

## **12. Streets**

- a. Neighborhood Traffic Management Program **(Page 162)**

## **13. Facilities**

- a. Assessment of Vacant& Partially Vacant City Buildings for City Staff **(Page 170)**



**14. Economic Development**

- a. A presentation from Cava Companies (**Page 180**)

**15. City Manager's Agenda**

**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:** March 7, 2023

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

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

**FROM:** Reginald Tabor

**RE:** A request to schedule a Public Hearing and consideration of an Ordinance amending the City of Petersburg Code of Ordinances, Appendix B. Zoning, to add definitions of Group Home and Assisted Living Facility. (Page 4)

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**PURPOSE:** To consider an Ordinance amending the City of Petersburg Code of Ordinances, Appendix B. Zoning, to add definitions of Group Home and Assisted Living Facility.

**REASON:** To comply with legal and procedural requirements for amending the City's Code of Ordinances.

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing and considers an Ordinance amending the City of Petersburg Code of Ordinances, Appendix B. Zoning, to add definitions of Group Home and Assisted Living Facility.

**BACKGROUND:** The City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 3. – Definitions, Section 2. – Definitions. The purpose of this section is to define certain terms and words in the City Code Appendix B. Zoning.

Assisted Living Facilities in Single-Family Residences and Group Homes have been established as land uses in the City of Petersburg. However, currently there are no definitions for these uses or related regulations. This is a proposal to amend the Code Appendix B. Zoning in accordance with the attached Exhibit A to include those definitions.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:**

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

**AFFECTED AGENCIES:** City Assessor, Commissioner of the Revenue, Economic Development, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** City Code of Ordinances Appendix B. Zoning, Article 3. Definitions, Section 2. Definitions

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

**ATTACHMENTS:**

1. 0221\_2023OrdinanceZTA\_AssistedLivingResidentialGroupHomes
2. 0302\_2023ZOTAGroupHomesandAssistedLivingFacilities

AN ORDINANCE APPROVING A CITY CODE APPENDIX B. ZONING TEXT AMENDMENT –  
AMENDING ARTICLE 3. – DEFINITIONS, SECTION 2. – DEFINITIONS TO ADD DEFINITIONS FOR  
ASSISTED LIVING FACILITY, SINGLE-FAMILY RESIDENCE AND GROUP HOME

WHEREAS, the City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 3. –  
Definitions, Section 2. – Definitions; and

WHEREAS, the purpose of this section is to define certain terms and words in the City Code  
Appendix B. Zoning; and

WHEREAS, Assisted Living Facilities in Single-Family Residences and Group Homes have been  
established as land uses in the City of Petersburg; and

WHEREAS, Currently there are no definitions for these uses or related regulations; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended,  
the Planning Commission held a public hearing and considered a resolution recommending approval of  
the amendment to the City Code Appendix B. Zoning, and the public hearing was advertised, in  
accordance with applicable laws; and

WHEREAS, this is a proposal to amend the Code Appendix B. Zoning in accordance with the  
attached Exhibit A.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves an  
ordinance amending the City Code Appendix B. Zoning – Article 3. – Definitions, Section 2. – Definitions  
to add definitions for Assisted Living Facility, Single-Family Residence and Group Home, as indicated in  
(Exhibit A).

## **Exhibit A**

*Group Home:* As defined within Code of Virginia, § 15.2-2291, (1) a residential facility for which the Department of Behavioral Health and Developmental Services of the Commonwealth is the licensing authority; and, in which no more than eight mentally ill, mentally retarded or developmentally disabled persons reside, with one or more resident or nonresident staff persons OR (2) a residential facility in which aged, infirm or disabled persons reside for which the Department of Social Services is the licensing authority in which no more than eight aged, infirm or disabled persons reside, with one or more resident counselors or other staff persons. A Group Home shall be treated as residential occupancy by a single family. Mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance as defined within Code of Virginia, § 54.1-3401.

*Assisted Living Facility:* A residential facility, other than a Group Home, where more than eight residents who are not related by blood or marriage receive assistance with activities of daily living or therapeutic care, regardless of whether licensed by a governmental agency or not. Except where expressly permitted by right in this Zoning Ordinance, Assisted Living Facilities shall only be permitted upon issuance of a Special Use Permit by City Council.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Brian Moore

**RE:** A request to hold a public hearing on March 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Elvin Snead towards the sale of City-owned property at 137 Market Street, parcel ID 022-180011. (Page 8)

**PURPOSE:** To provide City Council with the details for the potential sale of 137 Market Street.

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

**RECOMMENDATION:** Staff recommends City Council makes a motion to approve the sale by ordinance.

**BACKGROUND:** The Department of Economic Development received an application from Elvin Snead on October 31, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 137 Market Street which is currently a vacant residential lot. On November 8, 2022, at the conclusion of the auction, it was determined that Elvin Snead was the highest bidder. He has submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop, 1350 square feet single family residential dwelling with three bedrooms and two bathrooms for sale at market rate..

The proposed purchase price for 137 Market Street is \$7,050, which is 75% of the assessed value, \$9,400. 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 137 Market Street is zoned B-3, Business District.

Address: 137 Market Street

Tax Map ID: 022-180011

Zoning: B-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:** 3/7/2023

**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. 137 Market Street
2. 137 Market Street - Auction
3. Ordinance
4. 137 Market Street Purchase Agreement
5. 137 Market Street
6. 137 Market Street
7. Single Family Detached home-City

**Presentation for Council  
137 Market Street  
Purchase Agreement Proposal**



**Brian A. Moore  
Director of Economic Development  
March 21, 2023**



# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Elvin Snead towards the sale of City-owned property at 137 Market Street, parcel ID 022-180011.**

# Background



- Zoning –B-3
- Acreage – .065
- Current Use- Vacant Residential Lot
- Proposed Use –3 bedroom and 2.5 baths, 1350 sqft. single family dwelling
- Assessed Value- 9,400
- Purchase Price-\$7,050

# Summary

- The Department of Economic Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Elvin Snead towards the sale of City-owned property at 137 Market Street, parcel ID 022-180011.



## City of Petersburg Real Estate Application

### Buyer Demographics:

Contact Name Elvin Sneed (Alpha Beginnings)  
Contact Address 617 Winnetka Ave Richmond, VA 23227  
Contact Email Address t3f3LL@yahoo.com  
Contact Phone Number (804) 519-1250

### Property you wish to bid on:

Property Address 137 Market street <sup>South</sup> ~~East~~ Petersburg, VA

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

Development Description-

To have a residential, and or residential and  
commercial property, or commercial property built depending  
on zoning ordinances and marketplace need.

### Buyer Experience:

Please detail experience you have in development

I have worked with investor clients that have built.

Please email application to:

The Department of Economic Development

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

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Elvin Snead towards the sale of City-owned property at 137 Market Street, parcel ID 022-180011**

WHEREAS, the City of Petersburg has received a proposal from Elvin Snead to purchase City-owned property at 137 Market Street, parcel ID 022-180011; and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on March 21, 2023, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Elvin Snead towards the sale of City-owned property at 137 Market Street, parcel ID 022-180011.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$9,400  
Consideration: \$7,050  
GovDeals Admin Fee: \$352.50  
Total Purchase Price: \$7,402.50  
Tax Map No: 022180011

This Real Estate Purchase Agreement (the "Agreement") is dated March 21, 2023, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Elvin Snead, 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: 137 Market Street; Tax Map Number 0221800121 (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 seven thousand fifty dollars (\$7,050) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **GovDeals Administrative Fee:** The purchaser agrees that the one thousand five hundred dollar (\$1500) deposit made to GovDeals, is subject to the GovDeals five percent (5%) administrative fee that is applied to the total purchase price. The purchase price including the fee, seven thousand four hundred two dollars fifty cent (\$7,402.50). The administrative fee, three hundred fifty two dollars and fifty cent (\$352.50) shall be collected by GovDeals at the execution of the purchase agreement. The remaining balance from the deposit, one thousand one hundred forty-seven dollars fifty cent (\$1,147.50) shall be mailed to the Escrow agent and shall be held and disbursed pursuant to the terms of this Agreement.

4. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, seven hundred forty dollars twenty five cents (\$740.25), (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. The remaining balance of the deposit from GovDeals will be applied to the earnest deposit, leaving a balance of (\$0) due for the earnest deposit.
5. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

6. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with this purchase including but not limited to the real estate commission, Seller's attorney fees, applicable Grantor's tax and the cost associated with the preparation of the deed and other Seller's documents required hereunder. All closing costs shall be paid by the Purchaser.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on March 21, 2023. Such proposal shall be reviewed by the City to determine its feasibility

and consistency with the original proposal made on March 21, 2023. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located Property.

**7. Termination Prior to Conclusion of Due Diligence Phase:**

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

**8. 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.

**9. 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.

- 10. 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.

11. **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.
12. **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.
13. **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.
14. **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.

15. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

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COPY TO:

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

16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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.

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

PURCHASER: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, March Altman

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

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

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

Date: \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

# Petersburg, Virginia

Parcel: 022180011

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	400	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	B-3	Va House District:	63
Property Address	137 MARKET ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.065	City Ward:	5
Legal Description:	40 X 71	Polling Place:	Union Train Station
Subdivision:	Olde Town (Not Platted)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8102
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/14/1990	\$8,000	475/806

## Assessments

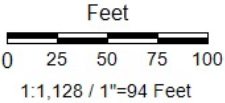
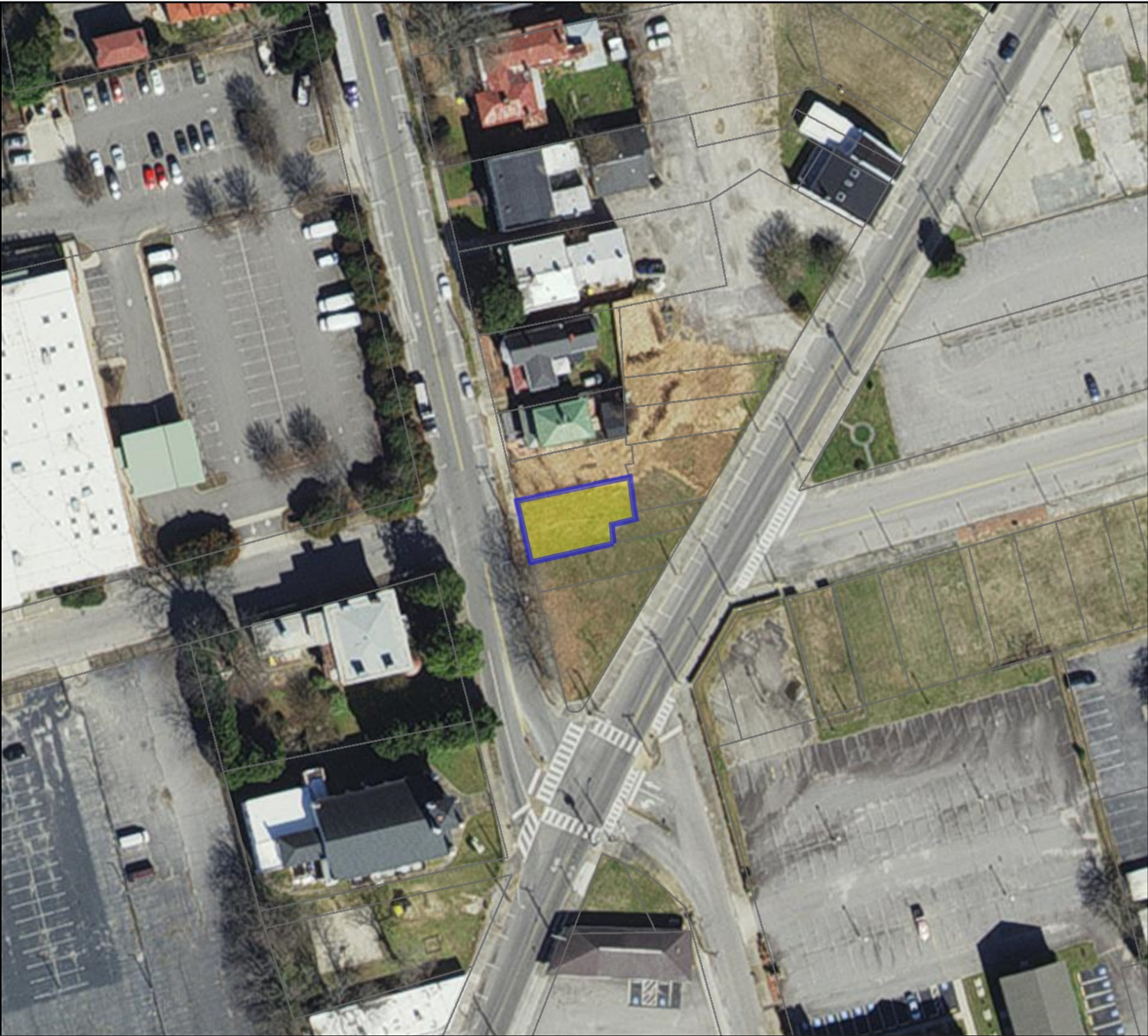
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$9,400	\$9,400	\$9,400	\$9,400	\$9,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,400	\$9,400	\$9,400	\$9,400	\$9,400

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 022180011**

**Date: 2/13/2023**

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

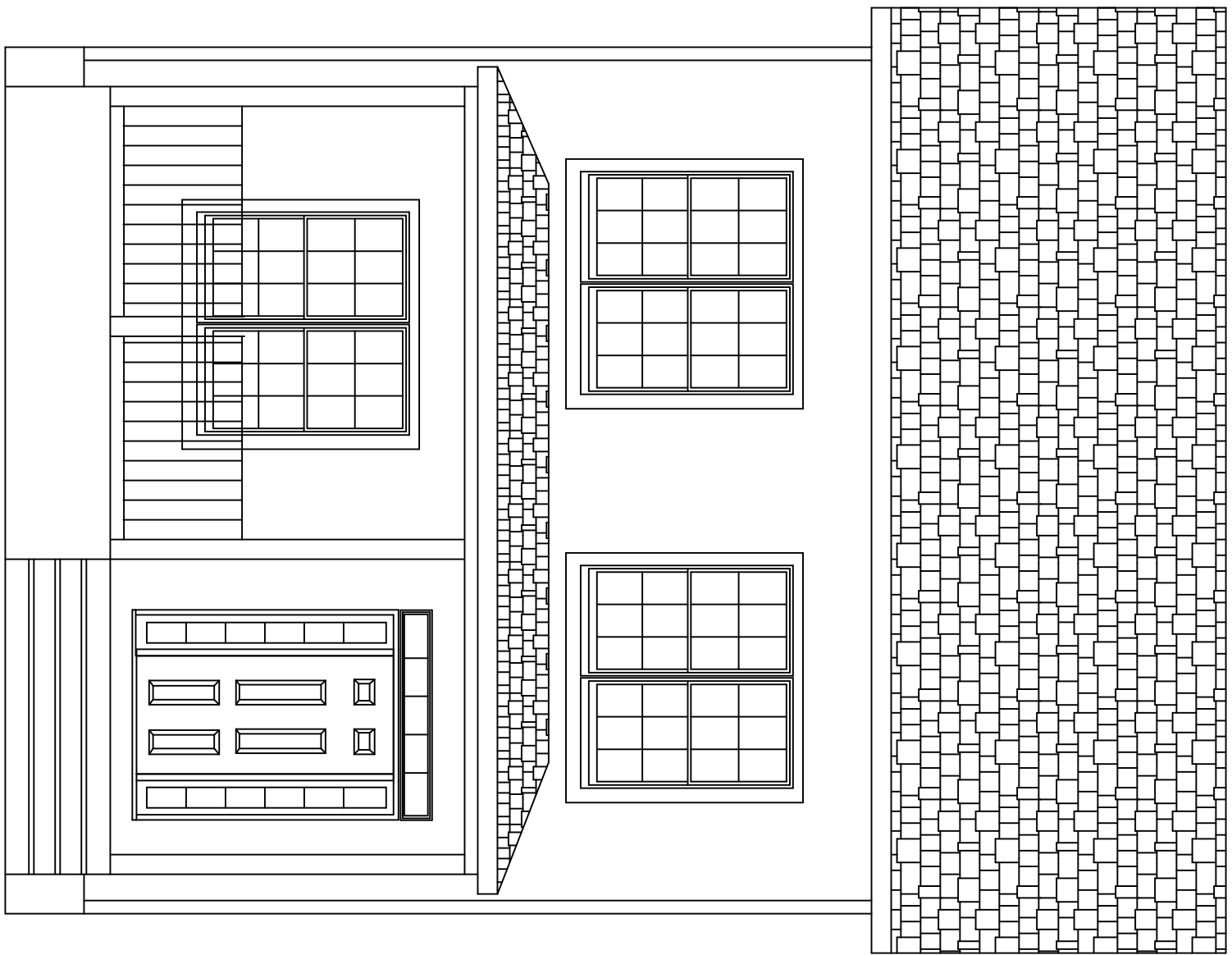


# Proposal to Purchase City-Owned Property



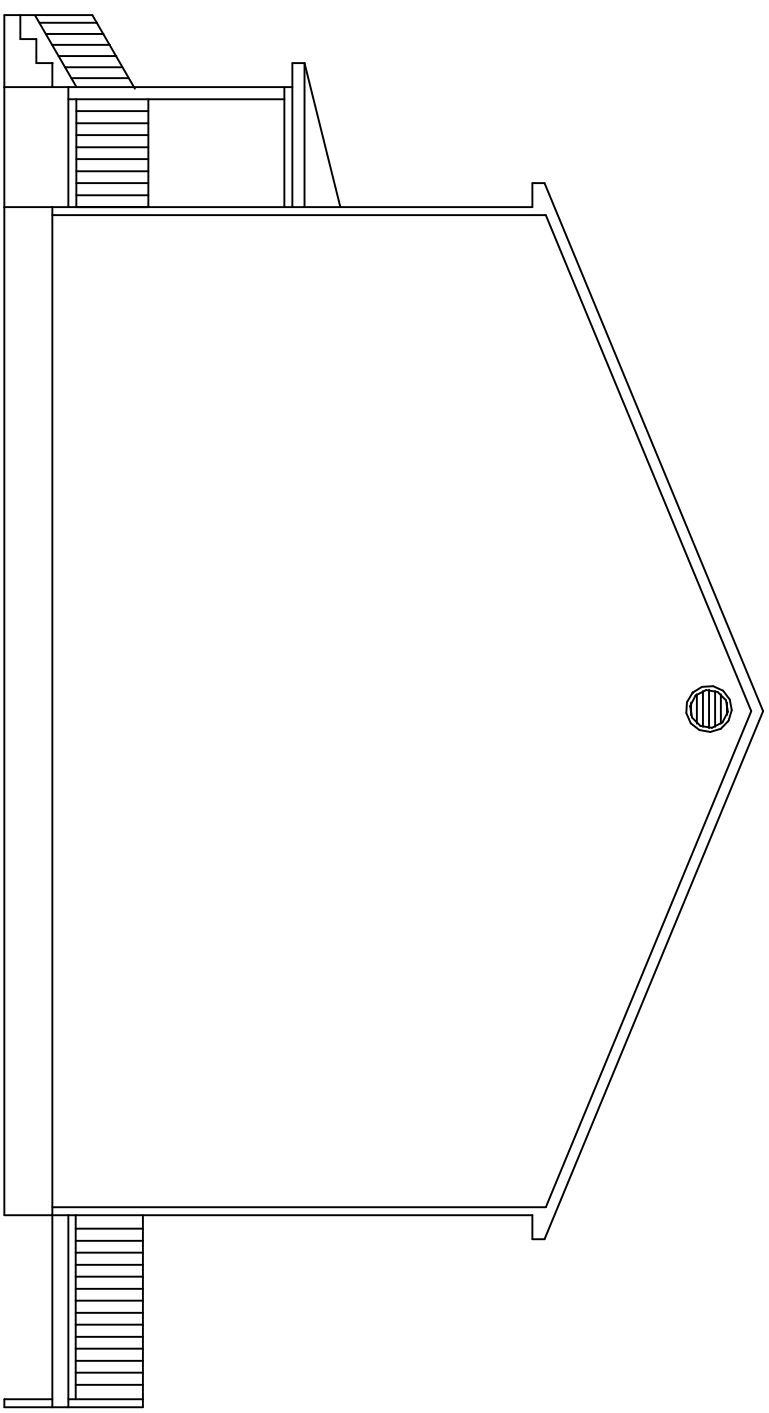
Purchaser									
Project Name	137 Market Street								
Property Address	137 Market Street								
Parcel Number	22180011								
Year Constructed									
Project Developer	Elvin Snead								
Contact Name									
Address	617 Winnetka Avenue						8045191250		
	Richmond VA								
Email									
Experience/Qualifications									
Development Description	New Construction of three bedroom 2 bath home								
Offered Purchase Price	\$7,050			Construction Costs \$		125,000.00			
				Total Investment \$		132,050.00			
Description of Financing (%)	self								
Community Benefit	improvements to area by maintenance of a vacant lot								
Due Diligence Period (days)	0								
Construction Start Date							Completion Date		6 months
Number of Projected Jobs	Temp/Const. Jobs				Permanent Jobs				
Average Wage									
Contingencies									
City Assessment									
Outstanding Obligations									
Proposed Land Use	Residential Lot				Yes		No		
Comp Plan Land Use					Conformance		Yes		
Zoning	B3				Conformance		Yes		
Enterprise Zone	Yes								
Rehab/Abatement									
New Construction	NA								
Historic District									
Assessed Value	\$ 5,950.00		Appraised Value		\$ -		Date		
City Revenue from Sale	\$ 1,100.00								
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20		
Real Estate Tax	\$ -	\$ 75.57	\$ 377.83	\$ 25,533.35					
Personal Property Tax	\$ -	\$ -	\$ -	\$ -					
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -					
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -					
Business License Fee	\$ -	\$ -	\$ -	\$ -					
Lodging Tax	\$ -	\$ -	\$ -	\$ -					
Meals Tax	\$ -	\$ -	\$ -	\$ -					
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -					
Total	\$ -	\$ 75.57	\$ 377.83	\$ 25,533.35					
Total Tax Revenue		\$ 75.57	\$ 377.83	\$ 25,533.35					
Waivers & Other Costs to the City		\$ -	\$ -	\$ -					
City ROI (Revenue - Cost)	\$ -	\$ 75.57	\$ 377.83	\$ 25,533.35					
Staff Recommendation									
Last Use Public							Comm. Review Date		
Council Decision							Council Review Date		
Disposition Ord #							Ord Date		





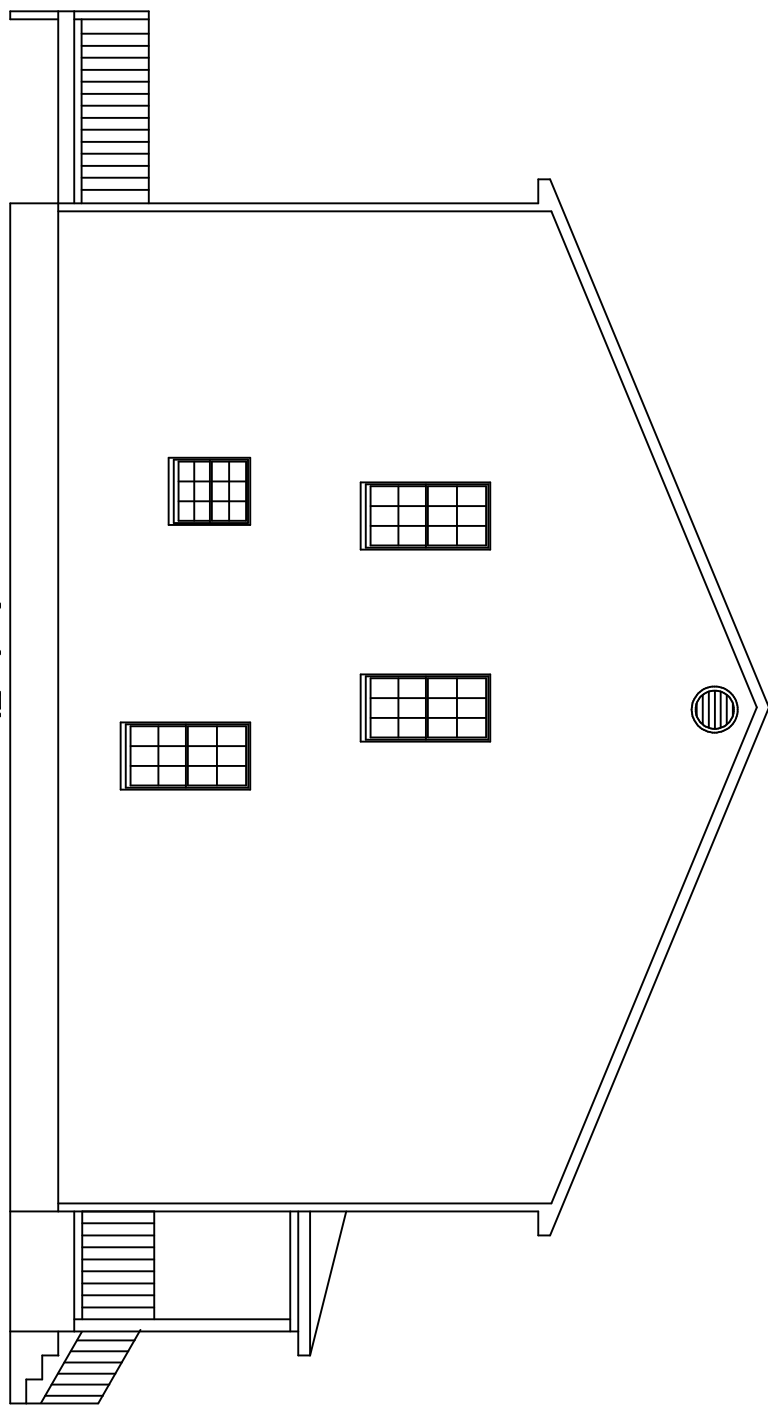
Front Elevation

Scale 1/4"=1'



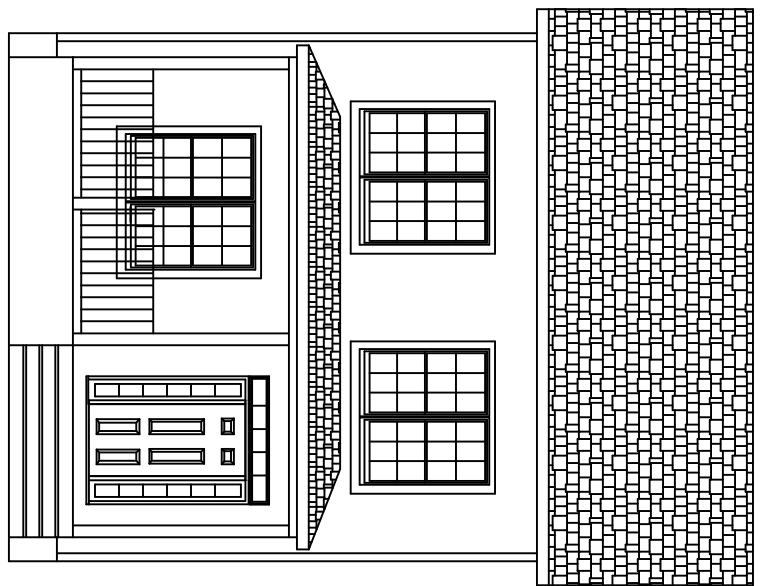
Right Elevation

Scale 1/8"=1'



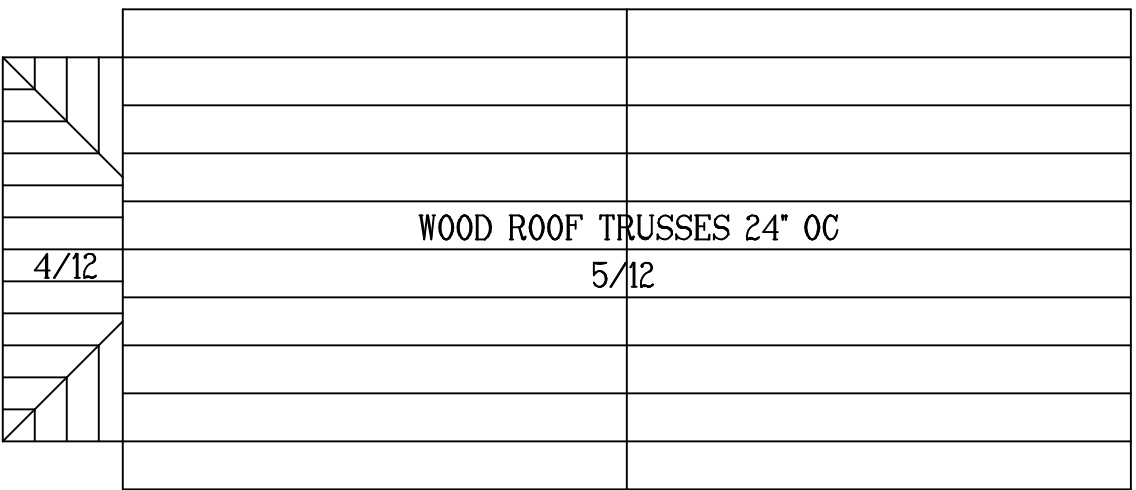
Left Elevation

Scale 1/8"=1'



Front Elevation

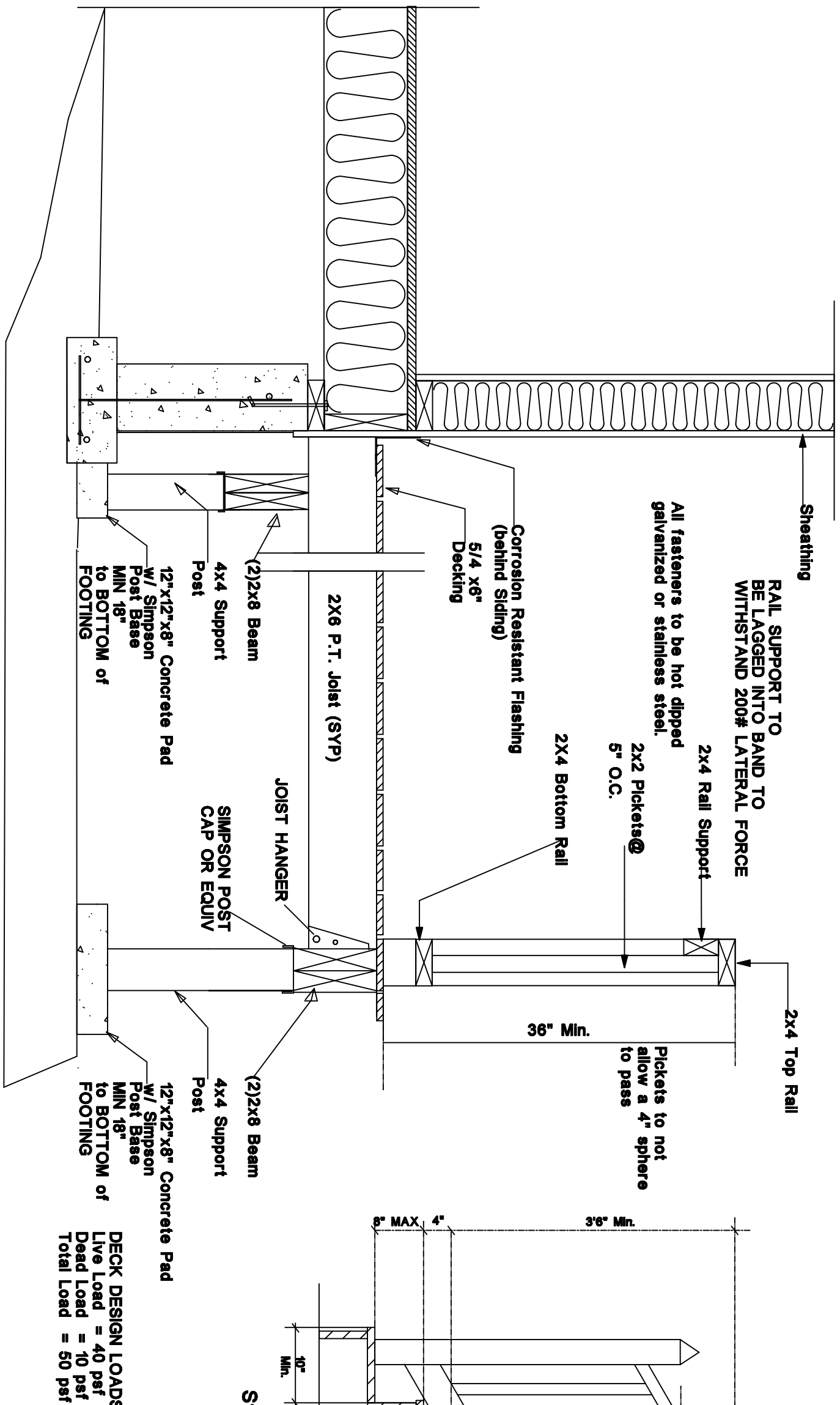
Scale 1/4"=1'



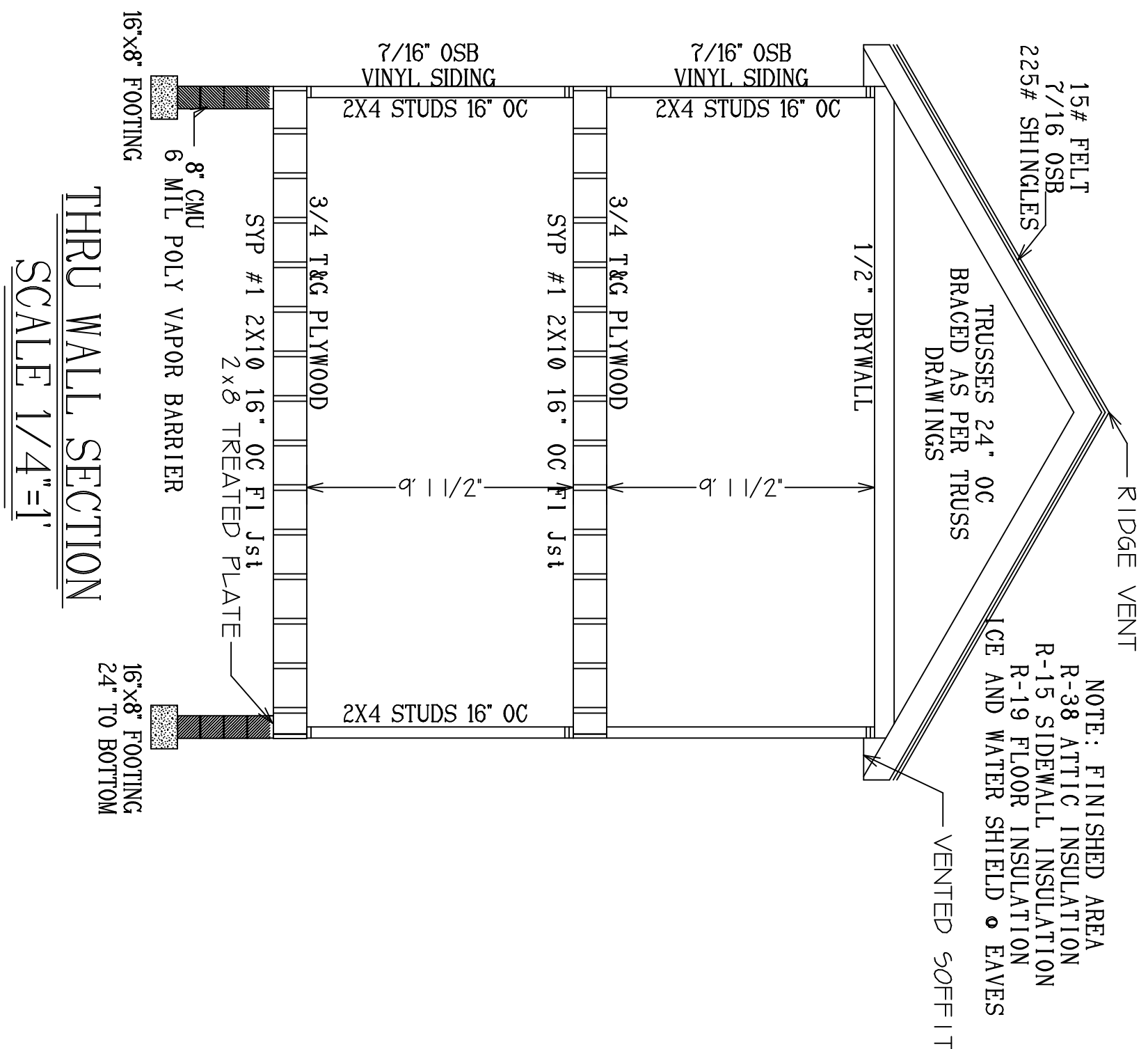
Roof Framing Detail

Scale 1/8"=1'

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



DECK SECTION



THRU WALL SECTION

SCALE 1/4"=1'

THIS PLAN WAS DESIGNED FOR

2408 HALIFAX AVE

THIS PLAN DESIGNED BY

NetCaddDrafting

804-640-0791  
www.netcaddrafting.com

TWO STORY

DATE OF PLANS

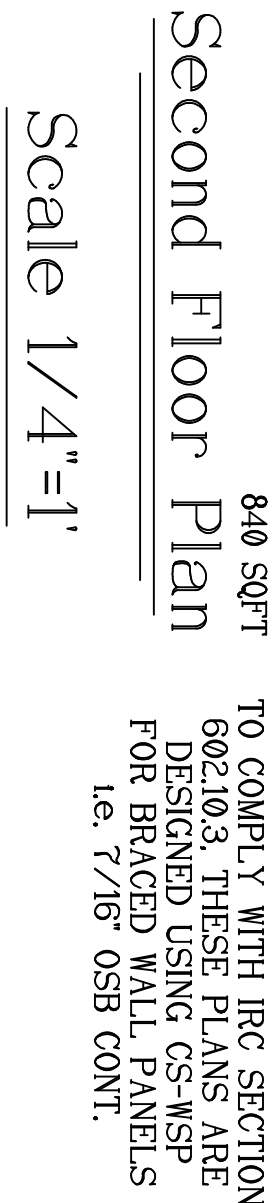
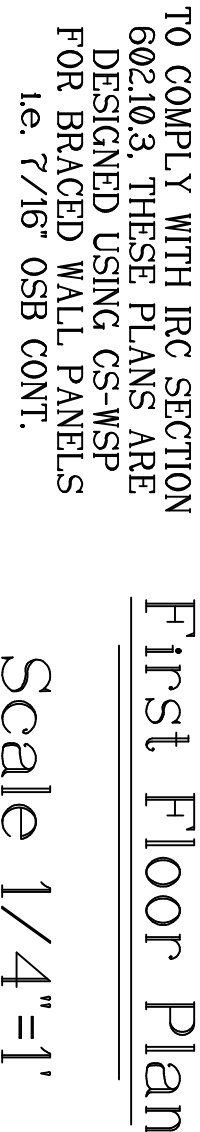
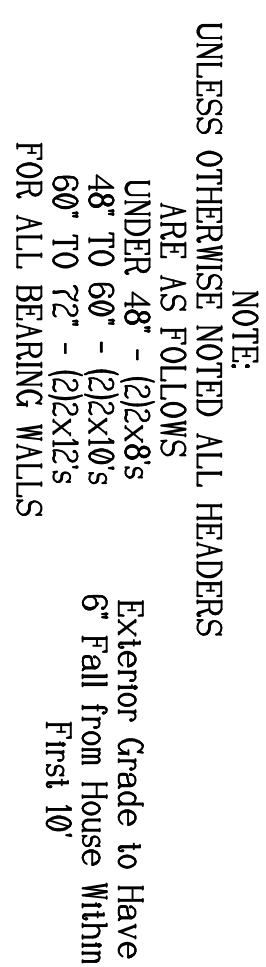
7/1/21

ELEVATIONS

PLANS DRAWN BY

BRAD PRICE

1 OF 2



THIS PLAN DESIGNED BY

# NetCaddDrafting

804-640-0791  
www.netcaddrafting.com

DATE OF PLANS  
7/1/21

PLANS DRAWN BY  
BRAD PRICE



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Reginald Tabor

**RE:** **Consideration of approval of a Commonwealth of Virginia Department of Environmental Quality Grant Contract and authorization for the City Manager to execute the Agreement. (Page 31)**

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**PURPOSE:** To approve a Commonwealth of Virginia Department of Environmental Quality Grant Contract and authorization for the City Manager to execute the Agreement

**REASON:** To comply with policies and procedures regarding Grant Funding.

**RECOMMENDATION:** It is recommended that the City Council approves the Commonwealth of Virginia Department of Environmental Quality Grant Contract and authorization for the City Manager to execute the Agreement.

**BACKGROUND:** The City of Petersburg is completing the update of the Comprehensive Plan, which includes as required by State Law, Chesapeake Bay Preservation Act water quality protection provisions.

The Bay Act provides a comprehensive, regulatory approach to addressing nonpoint source pollution that includes sound land use management, water quality protection, the protection of wetlands and other environmentally sensitive lands, preserving riparian buffers, maintaining septic systems, and improving development designs. Local governments are responsible for implementation and funding of the program.

This grant provides funding assistance focused on the City of Petersburg Comprehensive Plan Natural Resources/Environmental Stewardship chapter update to comply with the Chesapeake Bay Preservation Act.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** \$7,427.00

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** VA DEQ

**AFFECTED AGENCIES:** Economic Development, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Ordinance adopting the City's Comprehensive Plan update.

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

**ATTACHMENTS:**

1. 0123\_2023ContractNo17359DEQAgreementCompPlanEnvironmental

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT CONTRACT**

This grant award contract is made by and between the **Department of Environmental Quality** (hereinafter referred to as the “Department” City Of Petersburg (hereinafter referred to as the “Grantee”). The parties to this grant award contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**PROJECT DESCRIPTION:** The Grantee shall carry out the project as set forth in the Contract Documents.

**PROJECT PERIOD:** The project shall commence on February 1, 2023 and shall terminate no later than June 30, 2024.

**PAYMENTS:** The Department shall pay the Grantee quarterly on a cost reimbursement basis, a total not-to-exceed sum of \$7,427. The said sum shall include all expenses for the project. Payment shall be made upon submission of invoices and/or other appropriate documentation of program expenditures, progress reports and final reports as specified in the "Contract Documents" referenced below, and their acceptance by the Department:

Pre-Award Costs: The Department will pay pre-award costs for eligible activities / components specified in the Scope of Work approved by the Department, and subsequent to August 1, 2022. The Grantee shall report on all DEQ approved all pre-award activities / components in accordance with the “Reporting” requirements specified in the “Contract Documents”; and shall report all approved pre-award activities / components with the first required report submittal.

The Department is under no obligation to reimburse unauthorized work performed after the expiration of the contracted time of performance. The Department reserves the right to withhold a minimum of 5% of the Grantee's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by the Department.

Acceptance of work completed under this grant award contract shall be decided at the sole discretion of the Department and shall be final. The Grantee shall spend the funds according to the specified categories of the grant award contract budget set forth in the Attachments A and B. Minor shifts of the funds among categories by the Grantee, not to exceed 10% of any budget line item are permissible. Shifts in funds exceeding 10% of budget line items must be approved in writing by the Department. Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the Grantee.

**INVOICE ORIGINALS SHALL BE SENT TO:**

DEPARTMENT OF ENVIRONMENTAL QUALITY  
ATTENTION: ACCOUNTS PAYABLE  
P.O. BOX 1105  
RICHMOND, VIRGINIA 23218-1105

**THE REPORTING REQUIREMENTS ARE AS FOLLOWS:**

	<u><b>Report Due Date</b></u>
Reports (Quarterly Progress – Financial / Additional Reporting / Final)	Per the “Project Workplan”
EPA Form 5700-52A, MBE/WBE Utilization (Available at: <a href="https://www.epa.gov/grants/epa-grantee-forms">https://www.epa.gov/grants/epa-grantee-forms</a> )	Completion of Project
EPA Form 5700-53 – Lobbying and Litigation Certificate (Available at: <a href="https://www.epa.gov/grants/epa-grantee-forms">https://www.epa.gov/grants/epa-grantee-forms</a> )	No Later Than 30 Days

**THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

- (1) This signed form;
- (2) The Project Workplan (“Scope of Work” to include, as approved by the Department: “Scope of Service”; “Attachment A: Narrative Progress Summary Report”; the “Project Financial Report Form – Attachment B” and Attachment C, the “Milestone Table”;
- (3) EPA Grant Agreement (as it applies to subawards / subrecipients; and to include, as applicable the Subaward Policy) #: CB-96383501-2 (available at: <https://www.deq.virginia.gov/home/showdocument?id=14169&t=637861503177270000>);
- (4) The EPA General Terms and Conditions (effective October 1, 2022, or the most recent iteration (as they apply to subawards / subrecipients); available at: <https://www.epa.gov/grants/grant-terms-and-conditions>);
- (5) The General Terms and Conditions (“Rev. 11-07-2019”; available at: <https://www.deq.virginia.gov/home/showpublisheddocument/8618/637556473225970000>; Note: references to “Recipient” and “Subrecipient” therein shall apply to the “Grantee”); and
- (6) The Special Terms and Conditions.

**PRECEDENCE OF TERMS:** In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: EPA Grant Agreement; EPA General Terms and Conditions; Special Terms and Conditions; General Terms and Conditions; the signed Grant Contract form; and the Project Workplan / Scope of Work.

IN WITNESS THEREOF, the parties have caused this grant award contract to be duly executed intending to be bound thereby.

**GRANTEE****DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Alvie Edwards  
Director of Administration

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title



TO: Reginald Tabor  
Name

Planning Manager, Department of Economic Development, Planning and  
Community Development  
Title

City of Petersburg  
Government Agency or Organization

SUBJECT: 17359  
Contract Number

-----  
(For Interagency Contracts)

### QUALIFIED CERTIFICATION OF VENDOR RELATIONSHIP

I certify that all of the funds from the proposed project provided by the Department of Environmental Quality to \_\_\_\_\_ should be classified by \_\_\_\_\_ as a Vendor Relationship, for the sale of goods or services to the Department of Environmental Quality.

-----  
(For Grant Contracts)

### CERTIFICATION OF SUB-RECIPIENT RELATIONSHIP

I certify that all of the funds provided by the Department of Environmental Quality to the City of Petersburg for the attached proposed project should be classified by the City of Petersburg as sub-recipient grants, not as sales of goods or services to the Department of Environmental Quality.

If certified as a sub-recipient, indicate whether fund is:

\$ NA Sub-Recipient Non Federal Match

\$ 7,427 Federal

If Federal:

CFDA Number 66.466

Federal Sponsor: EPA

-----

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Alvie Edwards  
Director of Administration  
Telephone: (804) 898-9883

**Scope of Service**  
**Virginia Chesapeake Bay Preservation Act**  
**Local Program Implementation Support**

Provider:	City of Petersburg, Economic Development, Planning and Community Development	Contact Person:	Reginald Tabor, Planning Manager, Department of Economic Development, Planning and Community Development	
UEI #:	YS441NNRLGL78	Phone Number:	804-733-2308	
Federal ID #:	54-6001502	Email:	<a href="mailto:rtabor@petersburg-va.org">rtabor@petersburg-va.org</a>	
Mailing Address:	Department of Planning and Community Development 135 N Union St	Invoice Payable To:	City of Petersburg	
City, State, Zip:	Petersburg, VA 23803	Checks Payable To:		
Project Title:	Chesapeake Bay Preservation Act Local Program Implementation Support			
Contract Period:	Pre-award costs allowed:	August 1, 2022	End:	June 30, 2024
DEQ Project Manager:	Heather Mackey		CBIG Federal Funds:	\$7,427
Project Manager Email:	<a href="mailto:heather.mackey@deq.virginia.gov">heather.mackey@deq.virginia.gov</a>		Match Funds:	N/A

**A. GENERAL PROVISIONS**

DEQ has received grants from the United States Environmental Protection Agency under the Chesapeake Bay Implementation Grant (CBIG), Catalog of Federal Domestic Assistance Number 66.466. This Agreement is a sub-grant award, from DEQ to the Grantee, of said federal grant funds. As a sub-grant award, this contract is subject to applicable EPA statutory and regulatory provisions pursuant to Title 40 CFF chapter 1 parts 1-49 and the cost principles enumerated in the appropriate code of federal regulations.

The Grantee shall provide the services to DEQ set forth in the Agreement documents and, specifically, as defined in this Scope of Service and the accompanying Milestone Table (Attachment C). All deliverables shall conform to accepted standards and practices.

In addition to the signed contract, the Agreement documents shall consist of:

- 1) Scope of Service (this document)
- 2) Attachment A – Quarterly Progress Report Summary
- 3) Attachment B – Project Financial Report
- 4) Attachment C – Milestone Table
- 5) Special Terms and Conditions

## **B. REPORTING**

The Grantee shall provide DEQ with quarterly reports and a final report, in narrative and financial report form, detailing the progress of work set forth in the Agreement documents. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Financial Report (Attachment B). Each quarterly report shall contain the following:

### **1) Progress Report and Financial Narrative Summary (Attachment A):**

- a. The Grantee shall report progress to DEQ through a narrative summary of accomplishments that relate to the Scope of Service and any key Milestones. Using the "Quarterly Progress Report Summary" (Attachment A), describe the progress in fulfilling the Project Objectives and activities for each deliverable listed in the Milestone Table. Provide information regarding accomplishments, challenges, and progress status.
- b. The Grantee shall submit a financial narrative that includes itemized details of expenditures by budget category. This narrative may be submitted in lieu of receipts; however, DEQ may request receipts and detailed financial accounting if the financial narrative does not provide enough detail to justify expenditures. The financial narrative should include any required employee time reporting forms required to meet federal reporting rules.

### **2) Project Financial Report (Attachment B):** The Grantee will summarize expenses incurred in the appropriate columns under "DEQ Funds" and any Grantee contributions under "Match Funds." This form also serves as the reimbursement request, or invoice, for the Grantee; therefore, only electronic copies with the original authorized signature will be accepted by DEQ. Original Attachment Bs must be kept on file by the Grantee. Reimbursement requests should be based upon actual expenditures and need to relate to the grant scope of work to be authorized.

#### Reimbursement requests shall:

- Be submitted for the Grantee's actual costs
- Be submitted in accordance with the "General Terms and Conditions"
- Be for a minimum of \$1,000 (i.e. an aggregate of all applicable budget categories / line items). The DEQ will not process a reimbursement request for less than \$1,000.
- As applicable, shall not exceed the current Commonwealth of Virginia local per diem schedule at ("COVA"; refer to the "Commonwealth Accounting Policies and Procedures (CAPP) Manual"/ "Travel Regulations"  
[https://www.doa.virginia.gov/reference/CAPP/CAPP\\_Topics\\_Cardinal/2033-5-2019-July.pdf](https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics_Cardinal/2033-5-2019-July.pdf);
- Relate to the grant scope of work
- Be included in the Grantee's Financial Narrative

The DEQ will not reimburse the Grantee for any unauthorized expense.

**3) Milestones Table (Attachment C):** The Grantee shall enter “Actual Completion Date” for specific tasks on the table and provide relevant notes. The Grantee shall inform DEQ of any expected delays in accomplishment of milestones and provide revised completion dates.

**4) NPS Pollution Tracking Data for BMPs using the DEQ BMP Warehouse:** If this project is designed to pay for the implementation of BMPs or activities that could produce pollution reductions, then the Grantee must report completed BMP installation by uploading data into the DEQ BMP Warehouse. It can be accessed at the following link:

<https://apps.deq.virginia.gov/BMP/>

User instructions can be found at the following link which also provides access to a training webinar:

<https://www.deq.virginia.gov/Programs/Water/ChesapeakeBay/ChesapeakeBayTMDL/BMPVerification.aspx>

The General Template (and not the “grants template”) is to be used as follows:

Septic System Tank Pump-outs

- Report the number of tanks pumped
- Include location data using the Latitude-Longitude coordinate pair in decimal degrees (6-decimal places minimum)

Agricultural Water Quality Assessments and Conservation Plans developed

- Report the number of plans completed
- Include location data using the Latitude-Longitude coordinate pair in decimal degrees (6-decimal places minimum)

**Submission Requirements:** The Grantee shall submit all progress reports and forms (including grant invoices [Attachment B] and reimbursement requests):

- a. Via email to the assigned DEQ project manager, **Heather Mackey** ([heather.mackey@deq.virginia.gov](mailto:heather.mackey@deq.virginia.gov)) the E-mail shall include the grant agreement (contract) number in the subject line
- b. According to the following schedule:

<u>SUBMITTAL DATE</u>	<u>PERIOD COVERED</u>
January 16, 2023	August 1, 2022 – December 31, 2022
April 17, 2023	January 1, 2023 – March 31, 2023
July 17, 2023	April 1, 2023 – June 30, 2023
October 16, 2023	July 1, 2023 – September 30, 2023
January 15, 2024	October 1, 2023 – December 31, 2023
April 15, 2024	January 1, 2024 – March 31, 2024
July 15, 2024	April 1, 2024 – June 30, 2024

- c. The final report shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work, if not already reported in a prior project report.

Data uploads of all completed and reportable BMPs must be entered and finalized in the DEQ BMP Warehouse. The final reimbursement request must be submitted with the final report. DEQ will not reimburse any requests received more than 30 days after the Agreement termination date.

### **C. PROJECT OVERVIEW**

The Chesapeake Bay Preservation Act (*Bay Act*, or, *CBPA*) requirements are administered by 84 local governments in the eastern part of Virginia and include specific water quality protection provisions in local zoning, subdivision and other land use ordinances as well as comprehensive plans. The Bay Act provides a comprehensive, regulatory approach to addressing nonpoint source pollution that includes sound land use management, water quality protection, the protection of wetlands and other environmentally sensitive lands, preserving riparian buffers, maintaining septic systems, and improving development designs. Although the state provides regulatory oversight and assistance to localities subject to the Bay Act, local governments are responsible for implementation and funding of the program.

***Funding assistance for this project will be provided to the City of Petersburg to implement projects that advance the goals and requirements of local CBPA programs. The focus of this project is a City of Petersburg Comprehensive Plan Natural Resources/Environmental Stewardship chapter update to comply with the Chesapeake Bay Preservation Act.***

**Overall Project Approach:** The City of Petersburg (the City) is undertaking an effort to update the City's Comprehensive Plan, which was implemented in 2014. The City will work with a contractor [The Berkley Group] to update the Natural Resources/Environmental Stewardship chapter of the Comprehensive Plan to comply with the Chesapeake Bay Preservation Act. The contractor will conduct a document review and utilize readily-available data from the City, U.S. Census, Weldon-Cooper Center, Virginia Department of Environmental Quality (DEQ), Virginia Department of Conservation and Recreation (DCR), and Crater Planning District Commission. The contractor will draft a plan using readily-available data, studies, and community input, and will utilize existing ESRI-compatible mapping data provided by the City, Crater Planning District Commission, Virginia Department of Transportation, Virginia Geographic Information Network, DCR, and other sources. The contractor will prepare the updated chapter in Adobe Indesign format. The contractor will solicit comments from the Petersburg City Council, the City's Planning Commission, and DEQ for review and consideration in a comment/response format, ideally before each work session as determined by the contractor's proposed timeline. This contract will aid the City in making certain the Comprehensive Plan update includes all necessary and relevant information regarding the Bay Act as part of the Natural Resources/Environmental Stewardship chapter.

#### D. PROJECT DELIVERABLES

*(A corresponding timeline will become contract Attachment C, Milestone Table)*

The Berkley Group will update the Natural Resources/Environmental Stewardship chapter of the City of Petersburg's Comprehensive Plan in concert with the Comprehensive Plan update to ensure compliance with the Chesapeake Bay Preservation Act. This work aligns with Work Order #3A and #3B, which authorize The Berkley Group to update the City of Petersburg's Comprehensive Plan and include an Environmental Chapter that is compliant with the Chesapeake Bay Preservation Act. The work order may be accessed at:

[file:///U:/Chesapeake%20Bay%20Preservation%20Act/2019-2022%20CBIG%20CBPA%20grants/2022%20CBIG%20CBPA%20grants/pending%20-%20Petersburg/Petersburg%20Bay%20Act%20SOW\\_0810\\_2022WorkOrderChesBaySigned.pdf](file:///U:/Chesapeake%20Bay%20Preservation%20Act/2019-2022%20CBIG%20CBPA%20grants/2022%20CBIG%20CBPA%20grants/pending%20-%20Petersburg/Petersburg%20Bay%20Act%20SOW_0810_2022WorkOrderChesBaySigned.pdf).

#### E. PROJECT BUDGET SUMMARY AND PAYMENT PROCESS

##### Summary

The amount of funding requested through this CBPA Grant Implementation is **\$7,427.00** which would be used to pay for The Berkley Group to update the City of Petersburg's Environmental Stewardship/Natural Resources chapter of the City's Comprehensive Plan update to comply with the Chesapeake Bay Preservation Act.

##### Payment Process

DEQ shall release the grant award to the Grantee on a cost-reimbursement basis upon receipt and approval of the Grantee's quarterly and final reports and deliverables as required by this Agreement and in the associated Milestone Table (Attachment C), or at other times agreed to by DEQ.

This agreement provides a grand total of **\$7,427.00** in Chesapeake Bay Implementation Grant funding to the Grantee through **June 30, 2024**. All expenditures and reimbursement requests should follow the budget narrative included in Section D (Budget Narrative) of this Scope of Service and should utilize the Project Financial Report (Attachment B) included in this agreement. Shifts of the funds among budget line items and categories by the Grantee of 10% or more must be approved in writing by DEQ. Matching funds are encouraged but not required.

Any unspent funding remaining on June 30, 2024 will revert to DEQ. *All projects, practices and activities must be installed, completed, and paid by June 30, 2024.* Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the grantee.

## Attachment A: Narrative Progress Summary Report

### Chesapeake Bay Implementation Grant Project

*Please submit this form electronically, along with the rest of the quarterly report material to your DEQ Project Manager.*

Project Title	Chesapeake Bay Preservation Act Local Program Implementation Support		
Contract #	17359		
Organization	City of Petersburg		
Select Report Type	<input type="checkbox"/> Quarterly (Jan/April/July/Oct) <input type="checkbox"/> Final (by 7/15/24)		
Name & Title of Individual Reporting		Date:	<a href="#">Click here to enter a date.</a>

#### Progress Summary:

*Provide a brief description of activity deliverables (as outlined in the Scope of Services) that have been completed to date. For deliverables that require submitting a product to DEQ, note the product and any particular information needed to explain it. Provide a brief status on any incomplete deliverables or those that might be behind schedule. Note any other challenges or setbacks that have arisen.*



**COMMONWEALTH OF VIRGINIA - DEPARTMENT OF ENVIRONMENTAL QUALITY**

Project Financial Report Form - Attachment B

Chesapeake Bay Implementation Grant (CBIG)

**DEQ Contract Number: DEQ #: 17359**

<b>Grantee</b>	City of Petersburg, Economic Development, Planning and Community Development	<b>Contact(s):</b>	Reginald Tabor, Planning Manager, Department of Economic Development, Planning and Community Development
<b>UEI #:</b>	YS441NNRLGL78	<b>Phone Number:</b>	804-733-2308
<b>Federal ID #:</b>	54-6001502	<b>Email:</b>	<a href="mailto:rtabor@petersburg-va.org">rtabor@petersburg-va.org</a>
<b>Mailing Address:</b>	Department of Economic Development, Planning and Community Development 135 N Union St	<b>Invoice/Checks Payable To:</b>	City of Petersburg
<b>City, State, Zip:</b>	Petersburg VA 23803		
<b>Project Title:</b>	Chesapeake Bay Preservation Act Local Program Implementation Support		
<b>Contract Period:</b>	<b>Start:</b>	pre-award on 8/1/22	<b>End:</b> 6/30/2024
<b>Reporting Schedule:</b> _____ August - December 2022 January 16, 2023 (Select one) _____ January - March 2023 April 17, 2023 _____ April - June 2023 July 17, 2023 _____ July - September 2023 October 16, 2023 _____ October - December 2023 January 15, 2024 _____ January - March 2024 April 15, 2024 _____ April - June 2024 July 15, 2024			
<b>DEQ Funds (Federal)</b>	<b>Project Budget</b>	<b>Current Expenditures</b>	<b>Cumulative Expenditures</b>
			<b>Unexpended Project Balance</b>
Personnel			\$ -
Fringe			\$ -
Travel			\$ -
Supplies			\$ -
Contractual	\$ 7,427.00		\$ 7,427.00
Other Direct			\$ -
<b>TOTAL</b>	<b>\$ 7,427.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Reimbursement Request:</b>		<b>\$ -</b>	
<b>Authorized Signature:</b>			
<b>Date:</b>			

**FOR DEQ PURPOSES ONLY:**

CFDA	Fund/Detail	Cost Code	FY(State)	Amount
66.466	10000	609	23/24	\$ 7,427.00
Account	Program	Project/Task/Phase	61713/02/20	
5014410	515002			
<u>Fund Type</u>	<u>Budget</u>	<u>Total Request</u>	<u>Balance</u>	
	\$ 7,427.00	\$ -	\$ 7,427.00	

**Attachment C**  
DEQ Sub-grant #: 17359

**Milestone Table**

**Sponsor/Grantee:** City of Petersburg

**Name of Project:** Chesapeake Bay Preservation Act (CBPA) Local Implementation Support

*NOTE: For an electronic copy of this form contact your project manager: [heather.mackey@deq.virginia.gov](mailto:heather.mackey@deq.virginia.gov)*

Milestone	Target Completion Date	Progress
Submit project and budget progress reports and required forms to the DEQ Project Manager to include: Attachment A- project and budget details, Attachment B- the project financial report, and Attachment C- an updated milestone table.	1/16/23; 4/17/23; 7/17/23; 10/16/23; 1/15/24; 4/15/24; 7/15/24	
Report all updates to the City's Comprehensive Plan Environmental Stewardship/Natural Resources chapter regarding the Chesapeake Bay Preservation Act	All by July 15, 2024	

## **SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CBIG GRANT CONTRACTS**

- 1. CONTRACTOR RATES:** The use of federal funds in this Agreement in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee or by the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2022, the limit is \$678.08 per day and \$84.76 per hour. This rate does not include transportation and subsistence costs for travel performed (the Grantee or subcontractor will pay these in accordance with its normal travel reimbursement practices). See 40 CFR 31.36 or 30.27 for more information.
- 2. FEDERAL EMPLOYEE COSTS:** The Grantee understands that the funds for this project (including funds contributed by the recipient as cost sharing) may not be used to pay for the travel of Federal employees, or for other costs associated with Federal participation in this project unless a Federal agency is will be providing services to the recipient as authorized by a Federal statute.
- 3. MANAGEMENT FEES:** The Grantee agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment A).
- 4. ACKNOWLEDGMENTS:** The role of DEQ and the Environmental Protection Agency (EPA) must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations, and other documents describing this project, whether funded in whole or in part. Acknowledgment of financial assistance, with the DEQ logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported by this award or any sub-award. The Grantee is responsible for contacting DEQ staff in adequate time to obtain the logo in camera-ready or digital form. Prior to production, DEQ project management staff must approve the final draft.

The acknowledgment should read:

*This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 96383501-2 to the Virginia Department of Environmental Quality.*

**DISCLAIMER:** For reports or papers for public distribution, the following sentence must be added to the of the above acknowledgement: *The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.*

- 5. MATCHING FUNDS:** If this Agreement is contingent upon cash or in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment B, of these Agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of DEQ with respect to

approval of matching funds shall be final. Matching funds must be tracked and reported to DEQ in the quarterly and final reports described below, both in narrative summary and on Attachment B.

**6. QUALITY ASSURANCE/QUALITY CONTROL PROJECT PLANS:** In accordance with 2 CFR §1500.11, sub-recipient (Grantee), or any recipient delegated the responsibility for environmental data collection or data compilation activities, must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance/quality control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. The QAPP must be submitted to the DEQ QA/ QC Project Officer and the DEQ Project Manager at least 60 days prior to the initiation of data collection, data compilation. No water quality monitoring activities or data generation activities, including supply purchases will be reimbursed until the QAPP has been reviewed and approved by DEQ. The Grantee shall implement the approved QAPP in performing environmental monitoring activities. Modifications of the approved QAPP must be approved by DEQ in writing. DEQ will not reimburse for any activities that do not have the required DEQ approved QAPP or that do not conform to the approved QAPP.

**7. OPERATION AND MAINTENANCE:** The sub-recipient (Grantee) will ensure the continued proper operation and maintenance of all nonpoint source (NPS) best management practices (BMPs) that have been funded under this agreement through the establishment of operation and maintenance plans and agreements with landowners and participants. BMPs shall be operated and maintained for the expected lifespan and in accordance with applicable standards and specifications as defined in DCR's "Agricultural BMP Cost-Share Manual" (Manual) or DEQ's "Total Maximum Daily Load (TMDL) Implementation Cost-Share Best Management Practice (BMP) Guidelines" (Guidelines), or other DEQ-approved document. The expected lifespan for each BMP is defined in both DCR's Manual and DEQ's Guidelines and begins on January 1 of the calendar year following the year of certification of completion. Sub-recipients (Grantees) shall include a provision in every applicable sub-agreement (grant or contract) awarded under this agreement requiring that BMPs funded under the agreement are properly operated and maintained for the lifespan of the practice. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub recipient.

An Operation and Maintenance Plan for Best Management Practice and the associated Landowner Agreement for each BMP are due to DEQ for review and approval before any work can be started and any funds reimbursed. Operation and Maintenance Plans and Landowner Agreements should be submitted to DEQ within 60 days of the start of the grant agreement, or within 15 days of completion of the subject BMP designs. Utilization of the "DEQ Nonpoint Source Cost-share Programs Contract" or DEQ approved equivalent (Contract) and adherence to either DCR's Manual or DEQ's Guidelines is considered an adequate operation and maintenance plan and landowner agreement for agricultural and residential septic BMPs. Additional landowner agreements or contracts should be submitted on a quarterly basis throughout the grant period. DEQ (and its agency partners) and EPA respectively reserve the right to periodically inspect a practice during the lifespan identified in the Operation and Maintenance Plan, Contract, or other DEQ-approved mechanism to ensure that operation and maintenance are occurring during the practice lifespan. Please note that the enforceable length for this term and condition coincides with the length of period identified in the operation and maintenance plan or Contract (e.g. 10 years). The sub-recipient (Grantee) shall refund all or part of the cost-share financial received if BMPs are found not to meet applicable standards and specifications at the time

of installation/payment or if the practices are removed or not properly maintained during the lifespan of the practice(s). The sale, lease or changed use of the property will not exempt the sub-recipient (Grantee) from fulfilling these requirement(s). The sub-recipient (Grantee) shall include a provision in every applicable sub-agreement (grant or contract) awarded under this agreement requiring that the landowner or participant completes an "Agreement Transferring Responsibility for Best Management Practice" form and submit that to the sub-recipient (Grantee) in the event of the property changing ownership during the lifespan of the practice(s). DEQ may require the sub-recipient (Grantee) to refund all or a portion of grant funds if the owner of the property hosting the BMP sells or loses control of the land under which a grant funded project is associated and does not reimburse the Grantee. In the event that the sub-recipient (Grantee) fails to comply, DEQ shall give written notice specifying the failure to comply and shall give the sub-recipient (Grantee) the time to correct such failure as provided for herein with respect to a breach of this Agreement. **For nonpoint source BMP installations funded through this Agreement, if the sub-recipient (Grantee) does not comply within ninety (90) days of receipt of written demand from DEQ, the sub-recipient (Grantee) shall repay an amount, calculated on a straight line pro-rated basis, of the grant funds used for the installation.**

#### **8. PROGRAM FOR UTILIZATION OF MINORITIES AND WOMEN'S BUSINESSES ENTERPRISES (MBE/WBE) AND GOOD FAITH EFFORTS:**

Reporting is required for Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) and Good Faith Efforts. This applies to those Grantees/Contractees that have more than \$250,000 in funds budgeted from a combination of: supplies, contractual, equipment, other and BMP funding. The Grantee/Contractee shall submit a report for the federal fiscal year (October 1-September 30) by October 15th of each year the agreement is active, and 30 days after the close of this agreement for any portions not previously reported. The Grantee's/Contractee's report shall consist of the EPA Form 6700-52A, MBE/WBE Utilization (available at: [https://www.epa.gov/sites/production/files/2014-09/documents/epa\\_form\\_5700\\_52a.pdf](https://www.epa.gov/sites/production/files/2014-09/documents/epa_form_5700_52a.pdf)) and shall be submitted to the DEQ Project Manager and "cc'd" to the baygrant@deq.virginia.gov mailbox.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Brian Moore

**RE:** **A request to hold a public hearing on March 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022. (Page 49)**

**PURPOSE:** To provide City Council with the details for the potential sale of 33 Crater Road South

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

**RECOMMENDATION:** Staff recommends City Council makes a motion to approve the sale by ordinance.

**BACKGROUND:** The Department of Economic Development received an application from Anthony Cotton on November 15, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 33 Crater Road South by which is currently a vacant residential lot. On December 13, 2022, at the conclusion of the auction, it was determined that Anthony Cotton was the highest bidder. He has submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop a duplex with each unit being approximately 800-100 sq. ft with two bedrooms and one and half baths.

The proposed purchase price for 33 Crater Road South is \$21,250, which is 50% of the assessed value, \$42,500. The purchaser will also pay all applicable closing costs.

This proposal is in compliance with the Guidelines for the City's Disposition of City Real Estate Property, Zoning, and the City's Comprehensive Land Use Plan.

### Property Information

The zoning of the parcel at 33 Crater Road is zoned R-3, Multifamily

Address: 33 Crater Road South

Tax Map ID: 012-260022

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:** 3/7/2023

**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. Ordinance
2. Council Packet- 33 Crater Road South



## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South Street, parcel ID 012-260022**

WHEREAS, the City of Petersburg has received a proposal from Anthony Cotton to purchase City-owned property at 33 Crater Road South, parcel ID 012-260022; and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on March 21, 2023, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022.

# **Presentation for Council 33 Crater Road South Purchase Agreement Proposal**



**Brian A. Moore  
Director of Economic Development  
Petersburg, Virginia  
March 21, 2023**

# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022.**

# Background



- Zoning –R-3
- Acreage – .205
- Current Use- Vacant Residential Lot
- Proposed Use –a duplex with each unit being approximately 800-1000 sq. ft with two bedrooms and one and half baths.
- Assessed Value- \$42,500
- Purchase Price-\$21,250

# Summary

- The Department of Economic Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$42,500  
Consideration: \$21,250  
GovDeals Admin Fee: \$1,062.50  
Total Purchase Price: \$22,312.50  
Tax Map No: 012260022

This Real Estate Purchase Agreement (the "Agreement") is dated March 21, 2023, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Anthony Cotton, 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: 33 Crater Road South; Tax Map Number 012260022 (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 ten thousand four hundred fifty dollars (\$10,450) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **GovDeals Administrative Fee:** The purchaser agrees that the one thousand five hundred dollar (\$1,500) deposit made to GovDeals, is subject to the GovDeals five percent (5%) administrative fee that is applied to the total purchase price. The purchase price, including the fee, twenty two thousand three hundred twelve dollars fifty cent (\$22,312.50). The administrative fee, one thousand sixty two dollars fifty cent (\$1,062.50) shall be collected by GovDeals at the execution of the purchase agreement. The remaining balance from the deposit, four hundred thirty seven dollars fifty cent (\$437.50) shall be mailed to the Escrow agent and shall be held and disbursed pursuant to the terms of this Agreement.

4. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, two thousand two hundred thirty one dollars twenty five cent (\$2,231.25), (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. The remaining balance of the deposit from GovDeals will be applied to the earnest deposit, leaving a balance of one thousand seven hundred ninety three dollars seventy five cent (\$1793.75) due for the earnest deposit.
5. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

6. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with this purchase including but not limited to the real estate commission, Seller's attorney fees, applicable Grantor's tax and the cost associated with the preparation of the deed and other Seller's documents required hereunder. All closing costs shall be paid by the Purchaser.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on

March 21, 2023. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on March 21, 2023. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located Property.

**7. Termination Prior to Conclusion of Due Diligence Phase:**

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

**8. 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.

**9. 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.

- 10. 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.

11. **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.
12. **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.
13. **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.
14. **Condemnation:** If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to

Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

15. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

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COPY TO:

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

16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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.

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

PURCHASER: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, March Altman

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

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

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

Date: \_\_\_\_\_

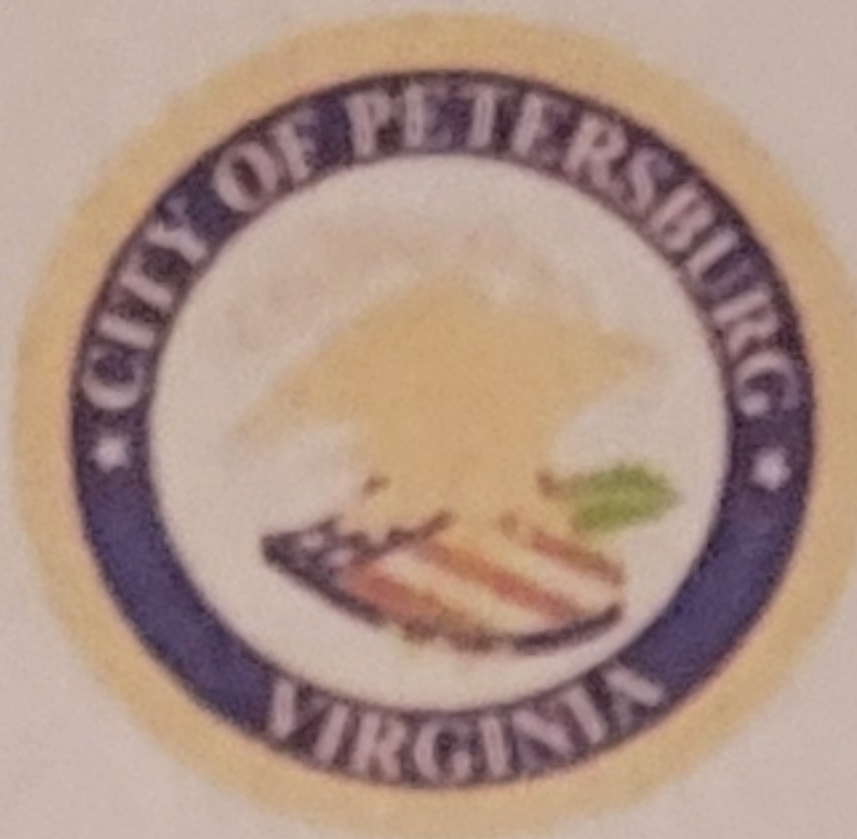
Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney





## City of Petersburg Real Estate Application

### Buyer Demographics:

Contact Name Anthony Cotton  
Contact Address 4016 Mac Arthur Avenue Apt. B Richmond, VA  
Contact Email Address acottonhts@gmail.com  
Contact Phone Number (804) 386 4018

### Property you wish to bid on:

Property Address 33 S. Crater Road

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

Development Description-

Clear lot and provide affordable residential  
opportunities for petersburg residents

### Buyer Experience:

Please detail experience you have in development

Previously stated.

Please email application to:

The Department of Economic Development

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



# Petersburg, Virginia

Parcel: 012260022

## 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:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	33 CRATER RD Petersburg , VA	Congressional District:	4
Legal Acreage:	.205	City Ward:	4
Legal Description:	44.78-71.77 X 199	Polling Place:	Blandford Academy
Subdivision:	J G Q	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/21/2006	\$19,000	2006/6554

## 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	\$41,700	\$41,700	\$41,700	\$41,700	\$42,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$41,700	\$41,700	\$41,700	\$41,700	\$42,500

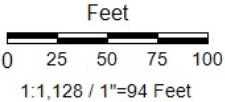
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 012260022**

**Date: 2/22/2023**

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

# Proposal to Purchase City-Owned Property



Purchaser			
Project Name	33 Crater Road South		
Property Address	33 Crater Road South		
Parcel Number	12260022		
Year Constructed			
Project Developer	Anthony Cotton		
Contact Name			
Address	4016 MacArthur Avenue Apt B		804-386-4018
	Richmond VA		
Email			
Experience/Qualifications			
Development Description	New Construction of duplex. Each unit being 800 to 1000 Sq. Ft. and the costs shall remain under 120k total. The duplex dimensions will be 2beds 1.5 ba		
Offered Purchase Price	\$21,250	Construction Costs	\$ 125,000.00
		Total Investment	\$ 141,250.00
Description of Financing (%)	self		
Community Benefit	improvements to area by maintenance of a vacant lot		
Due Diligence Period (days)	0		
Construction Start Date			Completion Date 6 months
Number of Projected Jobs	Temp/Const. Jobs		Permanent Jobs
Average Wage			
Contingencies			

City Assessment							
Outstanding Obligations							
Proposed Land Use	Residential Lot		Yes	No			
Comp Plan Land Use		Conformance	Yes				
Zoning	R3	Conformance	Yes				
Enterprise Zone	Yes		Yes				
Rehab/Abatement							
New Construction	NA						
Historic District							
Assessed Value	\$ 42,500.00	Appraised Value	\$ -	Date			
City Revenue from Sale	\$ (21,250.00)						
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20			
Real Estate Tax	\$ -	\$ 539.75	\$ 2,698.75	\$ 29,606.88			
Personal Property Tax	\$ -	\$ -	\$ -	\$ -			
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -			
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -			
Business License Fee	\$ -	\$ -	\$ -	\$ -			
Lodging Tax	\$ -	\$ -	\$ -	\$ -			
Meals Tax	\$ -	\$ -	\$ -	\$ -			
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -			
Total	\$ -	\$ 539.75	\$ 2,698.75	\$ 29,606.88			
Total Tax Revenue		\$ 539.75	\$ 2,698.75	\$ 29,606.88			
Waivers & Other Costs to the City		\$ -	\$ -	\$ -			
City ROI (Revenue - Cost)	\$ -	\$ 539.75	\$ 2,698.75	\$ 29,606.88			
Staff Recommendation							
Last Use Public			Comm. Review Date				
Council Decision			Council Review Date				
Disposition Ord #			Ord Date				

Re: 33 Crater Road

Anthony Cotton <acottonhts@gmail.com>

Wed 2/22/2023 2:24 PM

To: Cynthia Boone <cboone@petersburg-va.org>

**CAUTION: External! - Do not open attachments or click links unless you know the content is safe.**

Hey I plan to focus on a duplex only. I have attached photos of a current housing project that includes removal of trees, removing plaster, assigning a contractor to complete the demolition project at 2408 Lamberts avenue. I have also added/forwarded my architects plans and contact info as well as my current contractor. I also have remodeled 4000 Elmswell drive which included a conversion of a garage to a den. My intended use is to make a duplex with the hope to rent to qualified applicants. I also have added a picture for proof of finances. My timeline is to complete this project by August 2024.









# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Brian Moore

**RE:** A request to hold a public hearing on March 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and 123 Halifax, LLC towards the sale of City-owned property at 123 Halifax Street, parcel ID 022-180025. (Page 71)

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**PURPOSE:** To provide City Council with the details for the potential sale of 123 Halifax Street.

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

**RECOMMENDATION:** Staff recommends City Council makes a motion to approve the sale by ordinance.

**BACKGROUND:** The Department of Economic Development received an application from Edwin Jones on behalf of 123 Halifax, LLC on November 9, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 123 Halifax Street which is currently a vacant residential lot. On November 8, 2022, at the conclusion of the auction, it was determined that Edwin Jones was the highest bidder. He has submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop two 320 square foot convertible rental spaces using shipping containers that would be dedicated for local entrepreneurs to include a fresh market and restaurant.

The proposed purchase price for 123 Halifax Street is \$10,450, which is 50% of the assessed value, \$20,900. 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 123 Halifax Street is zoned B-3, Business District

Address: 123 Halifax Street

Tax Map ID: 012-260022

Zoning: B-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:** 3/7/2023

**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. Ordinance
2. 123 Halifax Council Packet

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and 123 Halifax, LLC towards the sale of City-owned property at 123 Halifax Street, parcel ID 022-180025**

WHEREAS, the City of Petersburg has received a proposal from Edwin Jones to purchase City-owned property at 123 Halifax Street, parcel ID 022-180025; and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by 123 Halifax, LLC in accordance with the terms of the Purchase Agreement which Development Agreement must be approved by City Council by Resolution at its sole discretion within the due diligence period as outlined in the Purchase Agreement; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on March 21, 2023, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and 123 Halifax, LLC towards the sale of City-owned property at 123 Halifax Street, parcel ID 022-180025.

# **Presentation for Council 33 Crater Road South Purchase Agreement Proposal**



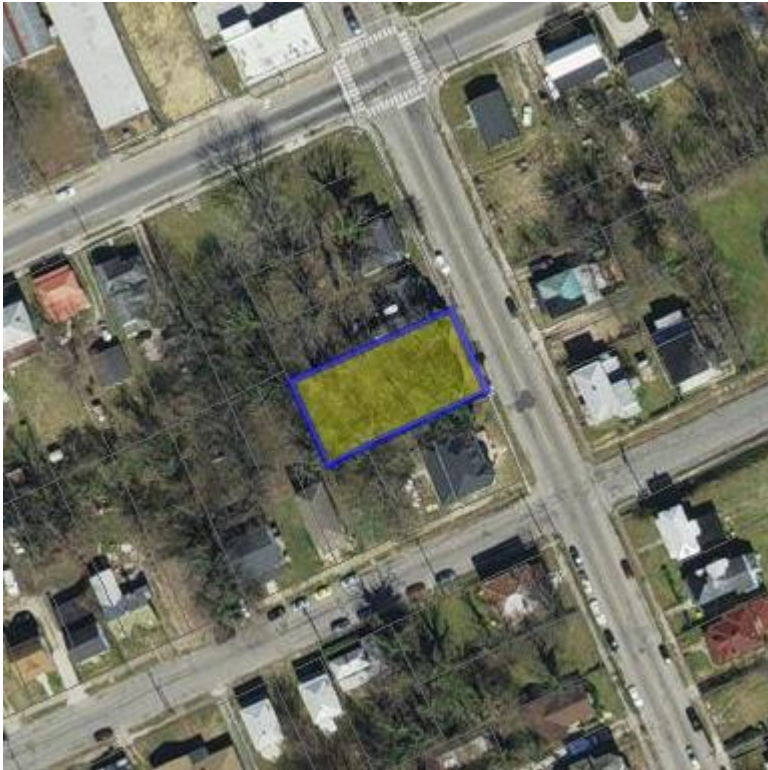
**Brian A. Moore  
Director of Economic Development  
Petersburg, Virginia  
March 21, 2023**



# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022.**

# Background



- Zoning –R-3
- Acreage – .205
- Current Use- Vacant Residential Lot
- Proposed Use –a duplex with each unit being approximately 800-1000 sq. ft with two bedrooms and one and half baths.
- Assessed Value- \$42,500
- Purchase Price-\$21,250

# Summary

- The Department of Economic Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Anthony Cotton towards the sale of City-owned property at 33 Crater Road South, parcel ID 012-260022.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$20,900  
Consideration: \$10,450  
GovDeals Admin Fee: \$522.50  
Total Purchase Price: \$10,972.50  
Tax Map No: 022180025

This Real Estate Purchase Agreement (the "Agreement") is dated March 21, 2023, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, 123 Halifax, LLC , hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

### RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 123 Halifax Street; Tax Map Number 022180025 (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 ten thousand four hundred fifty dollars (\$10,450) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **GovDeals Administrative Fee:** The purchaser agrees that the one thousand five hundred dollar (\$1500) deposit made to GovDeals, is subject to the GovDeals five percent (5%) administrative fee that is applied to the total purchase price. The purchase price including the fee, ten thousand nine hundred seventy two dollars fifty cents (\$10,972.50). The administrative fee, five hundred fifty two dollars fifty cent (\$522.50) shall be collected by GovDeals at the execution of the purchase agreement. The remaining balance from the deposit, nine hundred seventy seven dollars fifty cent (\$977.50) shall be mailed to the Escrow agent and shall be held and disbursed pursuant to the terms of this Agreement.

4. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, one thousand forty five dollars (\$1,045), (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. The remaining balance of the deposit from GovDeals will be applied to the earnest deposit, leaving a balance of sixty seven dollars fifty cent (\$67.50) due for the earnest deposit.
5. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

6. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with this purchase including but not limited to the real estate commission, Seller's attorney fees, applicable Grantor's tax and the cost associated with the preparation of the deed and other Seller's documents required hereunder. All closing costs shall be paid by the Purchaser.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on

March 21, 2023. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on March 21, 2023. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located Property.

**7. Termination Prior to Conclusion of Due Diligence Phase:**

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

**8. 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.

**9. 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.

- 10. 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.

11. **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.
12. **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.
13. **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.
14. **Condemnation:** If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to



Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

15. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

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COPY TO:

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

16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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.

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

PURCHASER: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, March Altman

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

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

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

Date: \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney



## City of Petersburg Real Estate Application

### Buyer Demographics:

Contact Name Edwin Jones  
Contact Address 7307 Silver Mist Ave., N. Chesterfield, VA 23237  
Contact Email Address jonesinvestmentgroup@yahoo.com  
Contact Phone Number 804-564-8446

### Property you wish to bid on:

Property Address 123 Halifax St.

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

Development Description-

Mixed Use - Illuminated, Inflatable Event Space  
Space would be used for public and private functions. This is an  
innovative concept and would allow us to test the market for  
further development options.

### Buyer Experience:

Please detail experience you have in development

My experience in development consist of residential and commercial  
construction/renovations. Past projects consist of developing and building a  
residential subdivision, renovation of various homes/offices and the construction  
and development of my family's ester/gas station. Over 20 years of business/development  
experience.

Please email application to:

The Department of Economic Development

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

# Petersburg, Virginia

Parcel: 022180025

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Halifax Triangle and Downtown Commercial
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	400	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	B-3	Va House District:	63
Property Address	123 HALIFAX ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.098	City Ward:	5
Legal Description:	40.8 X 128 - 81	Polling Place:	Union Train Station
Subdivision:	Olde Town (Not Platted)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8102
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/9/2009	\$22,500	2009/1625
	8/11/2006	\$0	2009/1625

## 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	\$20,900	\$20,900	\$20,900	\$20,900	\$20,900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$20,900	\$20,900	\$20,900	\$20,900	\$20,900

## Property Tax (Coming Soon)

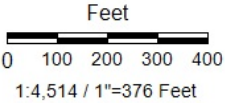
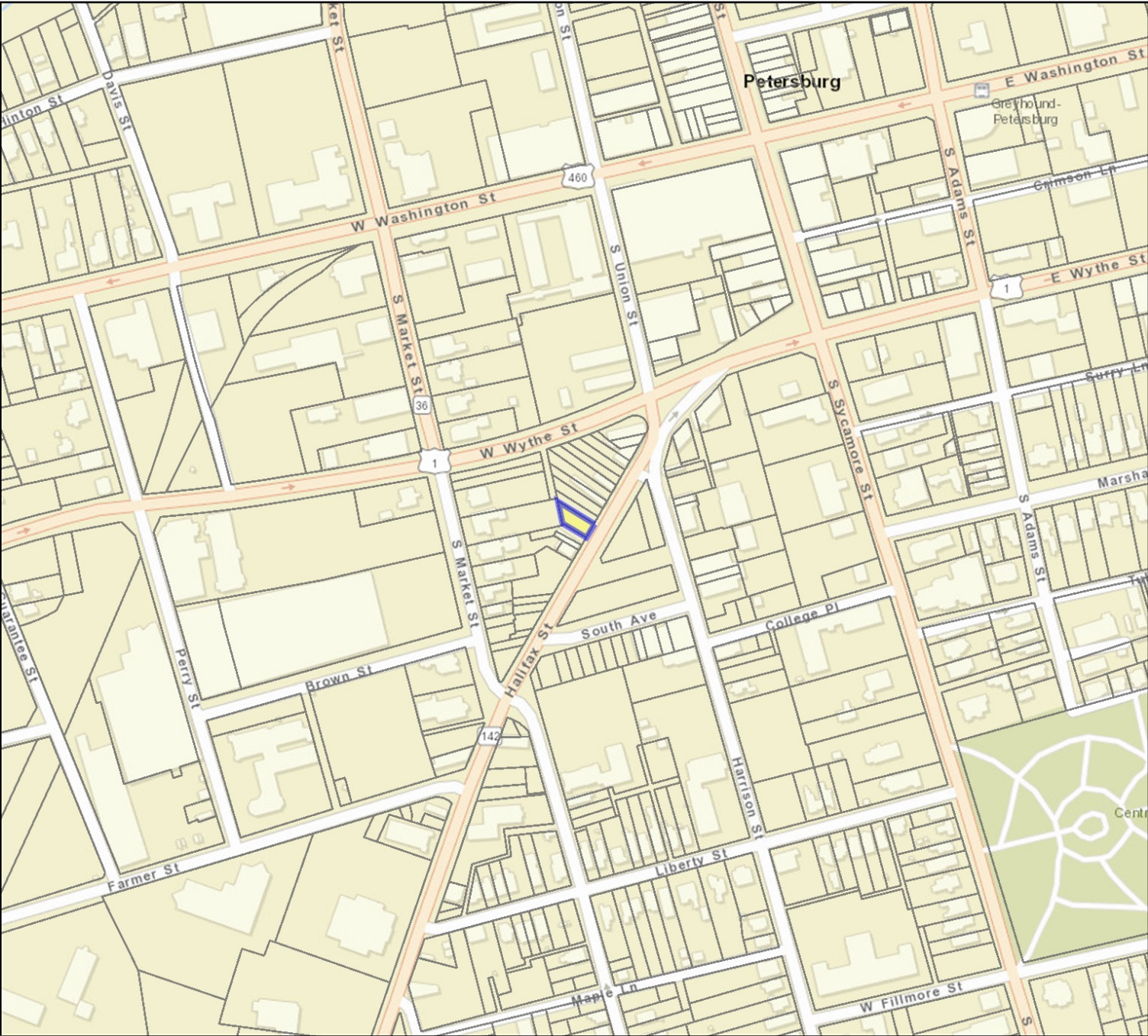
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all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



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 022180025**

**Date: 2/22/2023**

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

# Proposal to Purchase City-Owned Property



Purchaser	
Project Name	123 Halifax Street
Property Address	123 Halifax Street
Parcel Number	22180025
Year Constructed	
Project Developer	Edwin Jones
Contact Name	
Address	7307 Silver Mist Ave 804-564-8446
	North Chesterfield, VA 232837
Email	
Experience/Qualifications	
Development Description	space for fresh food products and a space for a small restaurant
Offered Purchase Price	\$10,450
	Construction Costs \$ 35,000.00
	Total Investment \$ 45,450.00
Description of Financing (%)	self
Community Benefit	improvements to area by maintenance of a vacant lot
Due Diligence Period (days)	0
Construction Start Date	Completion Date 6 months
Number of Projected Jobs	Temp/Const. Jobs Permanent Jobs
Average Wage	
Contingencies	

City Assessment	
Outstanding Obligations	
Proposed Land Use	Residential Lot
Comp Plan Land Use	
Zoning	B3
Enterprise Zone	Yes
Rehab/Abatement	
New Construction	NA
Historic District	
Assessed Value	\$ 42,500.00
Appraised Value	\$ -
Date	
City Revenue from Sale	\$ (32,050.00)
Projected Tax Revenue	Abatement Year 1 Year 5 Year 20
Real Estate Tax	\$ - \$ 539.75 \$ 2,698.75 \$ 11,356.98
Personal Property Tax	\$ - \$ - \$ - \$ -
Machinery and Tools Tax	\$ - \$ - \$ - \$ -
Sales and Use Tax	\$ - \$ - \$ - \$ -
Business License Fee	\$ - \$ - \$ - \$ -
Lodging Tax	\$ - \$ - \$ - \$ -
Meals Tax	\$ - \$ - \$ - \$ -
Other Taxes or Fees	\$ - \$ - \$ - \$ -
Total	\$ - \$ 539.75 \$ 2,698.75 \$ 11,356.98
Total Tax Revenue	\$ 539.75 \$ 2,698.75 \$ 11,356.98
Waivers & Other Costs to the City	\$ - \$ - \$ -
City ROI (Revenue - Cost)	\$ - \$ 539.75 \$ 2,698.75 \$ 11,356.98
Staff Recommendation	
Last Use Public	Comm. Review Date
Council Decision	Council Review Date
Disposition Ord #	Ord Date

















# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Randall Williams

**RE:** A request to hold a public hearing on March 21, 2023 for the consideration of an Ordinance authorizing the City Manager and City Attorney to take all necessary action to facilitate the conveyance of an easement to Dominion Energy at 125 N Union St, parcel ID 011-250041. (Page 94)

---

**PURPOSE:** To schedule a public hearing and ultimately approve the conveyance of an easement at 125 N Union Street, parcel ID 011-250041.

**REASON:** To schedule a public hearing and ultimately approve the conveyance of an easement at 125 N Union Street, parcel ID 011-250041.

**RECOMMENDATION:** To schedule a public hearing and ultimately approve the conveyance of an easement at 125 N Union Street, parcel ID 011-250041.

**BACKGROUND:** This easement is needed to construct, maintain, and operate equipment necessary for the provision of services for the Petersburg Hotel project.

**COST TO CITY:** \$0

**BUDGETED ITEM:** No

**REVENUE TO CITY:** \$0

**CITY COUNCIL HEARING DATE:** 3/7/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Public Utilities

**AFFECTED AGENCIES:** NA

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** No

**REQUIRED CHANGES TO WORK PROGRAMS:** NA

**ATTACHMENTS:**

1. Dominion Energy Ordinance 125 N Union St
2. Dominion Energy Franchise Agreement W City of Petersburg

**AN ORDINANCE TO AUTHORIZE CONVEYANCE OF AN EASEMENT TO  
DOMINION ENERGY VIRGINIA IN FURTHERANCE OF THE HOTEL  
PETERSBURG PROJECT**

**WHEREAS**, the City is the owner of certain property located at 125 N. Union Street (Tax Map Parcel ID No.: 011-250041); and

**WHEREAS**, Dominion Virginia Energy (Dominion Virginia Power) has indicated that they will need easements across the foregoing property to construct, maintain, and operate equipment necessary for the provision of services to said the hotel; and

**WHEREAS**, said easements are described and depicted in the deed of easement and accompanying plats attached to this Ordinance as (Exhibit A); and

**WHEREAS**, it is the belief of City Council that the granting of such easements is in the best interest of the City of Petersburg.

**NOW therefore be it ORDAINED** that City Council for the City of Petersburg, Virginia does hereby authorize and direct the City Manager and City Attorney to take all necessary action to facilitate the conveyance of easements as described in (Exhibit A).

N UNION ST

N/F: CITY OF PETERSBURG  
135 N UNION ST  
PARCEL ID: 011250001

N/F: TABS STREET DEVELOPMENT LLC  
20 TABS ST W  
PARCEL ID: 011250002

N/F: CITY OF PETERSBURG  
142 SYCAMORE ST N  
PARCEL ID: 011250007

N/F: CITY OF PETERSBURG  
125 N UNION ST  
PARCEL ID: 011250041

N/F: UNION DEVELOPMENTS LLC  
125 UNION ST

*Grayson*

**MEMORANDUM**

VERCO  
REAL ESTATE DEPT.  
FRANCHISE FILE NO. 13  
COR-10  
Franchise Petersburg

TO Mr. D. F. Farley  
FROM J. A. Stafford

Richmond, Virginia  
June 17, 1985

**FRANCHISE BOND  
CITY OF PETERSBURG**

Enclosed is a new franchise bond inured to the City of Petersburg and a letter of explanation.

Please file this in the Petersburg franchise folder.

*J. A. Stafford*  
J. A. Stafford

Enclosure

cc: Mr. R. B. Springston  
Mr. B. F. Painter  
Mr. C. L. Claybrook

54m059DCV121

NOTED  
JUN 18 1985  
D. E. FARLEY



May 28, 1985



VIRGINIA POWER  
NORTH CAROLINA POWER  
WEST VIRGINIA POWER

Mr. Richard M. Brown  
City Manager  
City of Petersburg  
Tabb and Union Streets  
Petersburg, Virginia 23803

Dear Mr. Brown:

Enclosed is a Franchise bond issued to the City of Petersburg. This bond was previously issued on March 21, 1930 evidencing the United States Fidelity and Guaranty Company as the surety. Since our blanket surety bonding program has been rewritten with the Aetna Casualty and Surety Company, it was necessary to rewrite this bond with the Aetna. The terms and conditions of this franchise remain the same.

Should you have any questions regarding this reissuance, please do not hesitate to contact me at (804) 771-3587.

Sincerely,

*B. F. Painter*

B. F. Painter, CPIW  
Insurance Coordinator

/de

Enclosure

cc: Ms. D. B. Tarletz  
Mr. R. B. Springston w/attachment  
✓ Mr. J. A. Stafford w/attachment

B O N D

WHEREAS, there was passed by the Council of the City of Petersburg, Virginia, on the 17th day of March, 1930 an ordinance entitled:

"AN ORDINANCE"

To grant to Virginia Electric and Power Company, its successors and assigns, the right for the term and upon the conditions herein stated to use the streets, alleys and public places of the City of Petersburg, Virginia and to acquire, erect, install poles, towers, wires, cables, conduits, ductways, manholes, handholes and appliances in, over, along, on and under the streets, alleys and public places of said City, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of said City as the same now exist or may hereafter be extended or altered.

WHEREAS, by Section 11 of said ordinance it was provided as follows:

"This ordinance and the rights and privileges hereby granted and conferred shall not become effective unless and until the said grantee shall file with the Clerk of the City its written acceptance thereof, in form satisfactory to the City, and shall enter into a bond in the sum of One Thousand Dollars (\$1,000), with surety satisfactory to the City, conditioned to the effect that the grantee will construct and maintain, or if constructed, will maintain the facilities provided for herein and reasonably necessary for the exercise of the rights and privileges granted in and by this ordinance, and will maintain the same in good order throughout the term of this grant, and will comply with the terms, provisions and conditions of this ordinance in all respects."

WHEREAS, the Virginia Electric and Power Company has filed or proposes to file at or before the time of the filing of this bond its acceptance of said ordinance, in form satisfactory to said City;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That VIRGINIA ELECTRIC AND POWER COMPANY, as Principal, and AETNA CASUALTY & SURETY COMPANY, with its home office in Hartford, Connecticut, as Surety, are held and firmly bound unto

the City of Petersburg in the sum of One Thousand Dollars (\$1,000) to be well and truly paid to said City, to which payment the undersigned do bind themselves, their respective successors and assigns.

IN WITNESS WHEREOF, Virginia Electric and Power Company has caused this bond to be executed in its name by its Vice President thereunto duly authorized and its corporate seal to be hereto affixed, attested by its Assistant Corporate Secretary thereunto duly authorized, and the Aetna Casualty & Surety Company has caused this bond to be executed in its name by its Attorney in Fact, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Attorney in Fact on this 17th day of March, 1985.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Virginia Electric and Power Company will construct and maintain, or if constructed, will maintain the plant or plants provided for and reasonably necessary for the exercise of the rights and privileges granted in and by said ordinance adopted by the council of said City on March 17, 1930, entitled as aforesaid, and will maintain the same in good order throughout the term of said grant, and will comply in all respects with the terms, provisions and conditions of said ordinance, then this obligation to be void; otherwise to remain in full force, virtue and effect.

VIRGINIA ELECTRIC AND POWER COMPANY

By

*Joe W. Wasy*  
Vice President

Attested:

*M. C. Taylor*  
Assistant Corporate Secretary

AETNA CASUALTY & SURETY COMPANY

By

*Brenda F. Dintel*  
Attorney in Fact

Attested:

*SMOKE*



# POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Brenda F. Painter or Joanne M. Satterfield -

of Richmond, Virginia, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following Instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto not exceeding the sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS -

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-In-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers of the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries, or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President day of October, 1984, and its corporate seal to be hereto affixed this 24th

State of Connecticut }  
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY  
By Joseph P. Kiernan  
Joseph P. Kiernan  
Assistant Vice President

On this 24th day of October, 1984, before me personally came JOSEPH P. KIERNAN, Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Johanna M. Degnan  
My commission expires March 31, 1989 Notary Public  
Johanna M. Degnan

## CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this 19th day of



By Vincent A. Walsh  
Vincent A. Walsh, Secretary PRINTED IN U.S.A.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Randall Williams

**RE:** A request to hold a public hearing on March 21, 2023 for the consideration of an Ordinance authorizing the City Manager and City Attorney to take all necessary action to facilitate the conveyance of an easement to Dominion Energy at 920 E. Wythe St, parcel ID 012-340006. (Page 103)

---

**PURPOSE:** To schedule a public hearing and ultimately approve the conveyance of an easement at 920 E. Wythe Street, parcel 19 012-340006.

**REASON:** To schedule a public hearing and ultimately approve the conveyance of an easement at 920 E. Wythe Street, parcel 19 012-340006.

**RECOMMENDATION:** To schedule a public hearing and ultimately approve the conveyance of an easement at 920 E. Wythe Street, parcel 19 012-340006.

**BACKGROUND:** This easement is needed to construct, maintain, and operate equipment necessary for the provision of services for the City of Petersburg Public Schools.

**COST TO CITY:** \$0

**BUDGETED ITEM:** No

**REVENUE TO CITY:** \$0

**CITY COUNCIL HEARING DATE:** 3/7/2023

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

**AFFECTED AGENCIES:** Public Works & Utilities

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

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

**ATTACHMENTS:**

1. Dominion Energy Ordinance & Exhibit A 920 Wythe St
2. Dominion Energy Franchise Agreement W City of Petersburg

**AN ORDINANCE TO AUTHORIZE CONVEYANCE OF AN EASEMENT TO  
DOMINION ENERGY VIRGINIA IN FURTHERANCE OF THE CITY OF  
PETERSBURG PUBLIC SCHOOLS**

**WHEREAS**, the City is the owner of certain property located at 920 E. Wythe Street (Tax Map Parcel ID No.: 012-340006); and

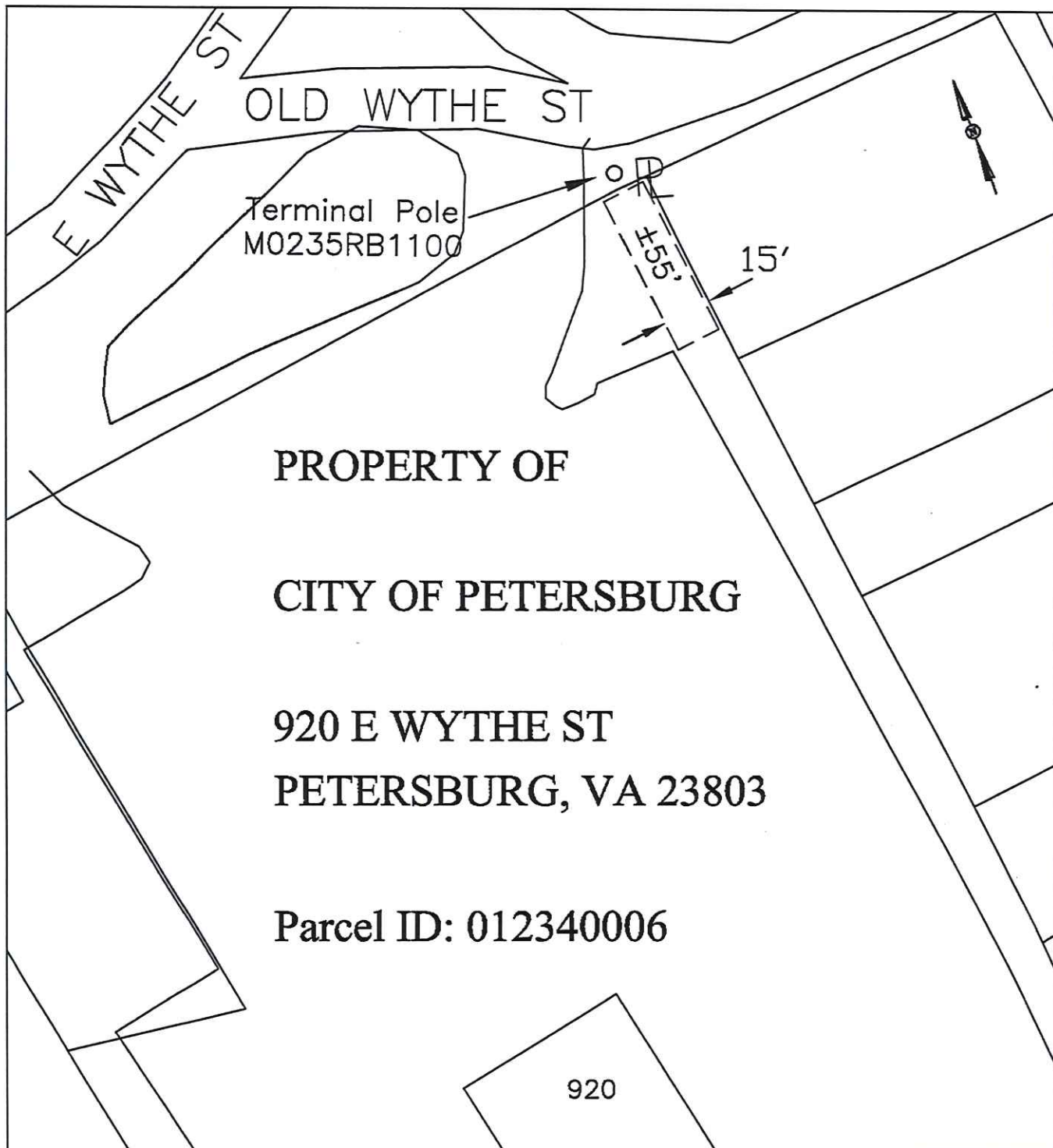
**WHEREAS**, Dominion Virginia Energy (Dominion Virginia Power) has indicated that they will need easements across the foregoing property to construct, maintain, and operate equipment necessary for the provision of services to said food services department for the City of Petersburg's Public Schools; and

**WHEREAS**, said easements are described and depicted in the deed of easement and accompanying plats attached to this Ordinance as (Exhibit A); and

**WHEREAS**, it is the belief of City Council that the granting of such easements is in the best interest of the City of Petersburg.

**NOW therefore be it ORDAINED** that City Council for the City of Petersburg, Virginia does hereby authorize and direct the City Manager and City Attorney to take all necessary action to facilitate the conveyance of easements as described in (Exhibit A).

# EXHIBIT A



<b>LEGEND</b> --- Location of Boundary Lines of Right-of-Way =#= Indicates Property Line is Right-of-Way Boundary	Region Petersburg	Local Office 02/Petersburg	State Virginia	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	County-City Petersburg	Grid Number M0235RB1000	Scale Not to Scale	
	Work Request No. 10535530	DEVID No. 02-22-0063	By	
	Date			
OWNER INITIALS _____				Page 04 of 04



*Grayson*

**MEMORANDUM**

VERCO  
REAL ESTATE DEPT.  
FRANCHISE FILE NO. 13  
COR-10  
Franchise Petersburg

TO Mr. D. F. Farley  
FROM J. A. Stafford

Richmond, Virginia  
June 17, 1985

**FRANCHISE BOND  
CITY OF PETERSBURG**

Enclosed is a new franchise bond inured to the City of Petersburg and a letter of explanation.

Please file this in the Petersburg franchise folder.

*J. A. Stafford*  
J. A. Stafford

Enclosure

cc: Mr. R. B. Springston  
Mr. B. F. Painter  
Mr. C. L. Claybrook

54m059DCV121

NOTED  
JUN 18 1985  
D. E. FARLEY

May 28, 1985



VIRGINIA POWER  
NORTH CAROLINA POWER  
WEST VIRGINIA POWER

Mr. Richard M. Brown  
City Manager  
City of Petersburg  
Tabb and Union Streets  
Petersburg, Virginia 23803

Dear Mr. Brown:

Enclosed is a Franchise bond issued to the City of Petersburg. This bond was previously issued on March 21, 1930 evidencing the United States Fidelity and Guaranty Company as the surety. Since our blanket surety bonding program has been rewritten with the Aetna Casualty and Surety Company, it was necessary to rewrite this bond with the Aetna. The terms and conditions of this franchise remain the same.

Should you have any questions regarding this reissuance, please do not hesitate to contact me at (804) 771-3587.

Sincerely,

*B. F. Painter*

B. F. Painter, CPIW  
Insurance Coordinator

/de

Enclosure

cc: Ms. D. B. Tarletz  
Mr. R. B. Springston w/attachment  
✓ Mr. J. A. Stafford w/attachment

B O N D

WHEREAS, there was passed by the Council of the City of Petersburg, Virginia, on the 17th day of March, 1930 an ordinance entitled:

"AN ORDINANCE"

To grant to Virginia Electric and Power Company, its successors and assigns, the right for the term and upon the conditions herein stated to use the streets, alleys and public places of the City of Petersburg, Virginia and to acquire, erect, install poles, towers, wires, cables, conduits, ductways, manholes, handholes and appliances in, over, along, on and under the streets, alleys and public places of said City, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of said City as the same now exist or may hereafter be extended or altered.

WHEREAS, by Section 11 of said ordinance it was provided as follows:

"This ordinance and the rights and privileges hereby granted and conferred shall not become effective unless and until the said grantee shall file with the Clerk of the City its written acceptance thereof, in form satisfactory to the City, and shall enter into a bond in the sum of One Thousand Dollars (\$1,000), with surety satisfactory to the City, conditioned to the effect that the grantee will construct and maintain, or if constructed, will maintain the facilities provided for herein and reasonably necessary for the exercise of the rights and privileges granted in and by this ordinance, and will maintain the same in good order throughout the term of this grant, and will comply with the terms, provisions and conditions of this ordinance in all respects."

WHEREAS, the Virginia Electric and Power Company has filed or proposes to file at or before the time of the filing of this bond its acceptance of said ordinance, in form satisfactory to said City;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That VIRGINIA ELECTRIC AND POWER COMPANY, as Principal, and AETNA CASUALTY & SURETY COMPANY, with its home office in Hartford, Connecticut, as Surety, are held and firmly bound unto

the City of Petersburg in the sum of One Thousand Dollars (\$1,000) to be well and truly paid to said City, to which payment the undersigned do bind themselves, their respective successors and assigns.

IN WITNESS WHEREOF, Virginia Electric and Power Company has caused this bond to be executed in its name by its Vice President thereunto duly authorized and its corporate seal to be hereto affixed, attested by its Assistant Corporate Secretary thereunto duly authorized, and the Aetna Casualty & Surety Company has caused this bond to be executed in its name by its Attorney in Fact, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Attorney in Fact on this 17th day of March, 1985.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Virginia Electric and Power Company will construct and maintain, or if constructed, will maintain the plant or plants provided for and reasonably necessary for the exercise of the rights and privileges granted in and by said ordinance adopted by the council of said City on March 17, 1930, entitled as aforesaid, and will maintain the same in good order throughout the term of said grant, and will comply in all respects with the terms, provisions and conditions of said ordinance, then this obligation to be void; otherwise to remain in full force, virtue and effect.

VIRGINIA ELECTRIC AND POWER COMPANY

By

Joe W. Wasy  
Vice President

Attested:

M. C. Taylor  
Assistant Corporate Secretary

AETNA CASUALTY & SURETY COMPANY

By

Brenda F. Dintel  
Attorney in Fact

Attested:

SMOKE



# POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Brenda F. Painter or Joanne M. Satterfield - -

of Richmond, Virginia, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto not exceeding the sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS -

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-In-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers of the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries, or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President day of October, 1984, and its corporate seal to be hereto affixed this 24th

State of Connecticut }  
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY  
By Joseph P. Kiernan  
Joseph P. Kiernan  
Assistant Vice President

On this 24th day of October, 1984, before me personally came JOSEPH P. KIERNAN, Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Johanna M. Degnan  
My commission expires March 31, 1989 Notary Public  
Johanna M. Degnan

## CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this 19th day of



By Vincent A. Walsh  
Vincent A. Walsh, Secretary PRINTED IN U.S.A.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Reginald Tabor

**RE:** **A request to schedule a Public Hearing and consideration of an Ordinance amending the City Code Appendix B. Zoning Text – To amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District. (Page 112)**

**PURPOSE:** To schedule a Public Hearing and consider approval of amendments to the City Code, Appendix B. Zoning, to amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District.

**REASON:** To comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing and considers an amendment to the City Code, Appendix B. Zoning regarding the Agricultural District Regulations.

**BACKGROUND:** The City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 4-A. "A" Agricultural District Regulations. The purpose of this district is to provide for the orderly growth and development of relatively large parcels of undeveloped land, and the protection of activities generally considered rural in nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally compatible with rural or agricultural surroundings.

Article 4-A, Section 2. Use regulations, provides that any building to be erected or land to be used shall be for (1) Single-family dwellings and other uses. Article 4-A, Section 9. Special requirements, provides that (1) No subdivision development shall be permitted in areas zoned agricultural, and any area sought to be subdivided, that is presently zoned agricultural, shall first be rezoned to a residential classification.

The City has received a proposal to create single family lot/parcel from a property zoned A-Agricultural District. The proposed single-family residential use is a permitted use in the Zoning District. However, the current Code requires that the zoning be changed if there is a subdivision of property Zoned A-Agricultural

District. The surrounding uses are agricultural and single family.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing and considered a resolution recommending approval of the amendment to the City Code Appendix B. Zoning on January 5, 2023, and the public hearing was advertised, in accordance with applicable laws. The Planning Commission voted to recommend approval of the Text Amendment.

This is a proposed amendment to the City Code Appendix B. Zoning to permit the subdivision of a parcel to create not more than one new parcel without having to rezone the property to a Residential District.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Property Tax Revenue from the new parcel.

**CITY COUNCIL HEARING DATE:** 2/21/2023

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

**AFFECTED AGENCIES:** City Assessor; Economic Development, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** City Code, Appendix B. Zoning, Article 4-A. "A" Agricultural District Regulations

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

**ATTACHMENTS:**

1. 0117\_2023ZoningOrdinanceTextAgriculture
2. 0207\_2023OrdinanceZTA\_AAgriculture

## **ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS**

### **Section 1. Purpose.**

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "A" Agricultural District. The purpose of this district is to provide for the orderly growth and development of relatively large parcels of undeveloped land, and the protection of activities generally considered rural in nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally compatible with rural or agricultural surroundings.

### **Section 2. Use regulations.**

Any building to be erected or land to be used shall be for one or more of the following uses:

- (1) Single-family dwellings.
- (2) Accessory buildings for residential purposes, as defined, the rear yards only; however, garages or other accessory structures attached to the main building shall be considered part of the main building. No accessory building may be closer than five (5) feet to any party lot line. Accessory buildings and uses customarily incident to any use permitted by this section, such as servants quarters, greenhouses, and workshop; provided, that none shall be conducted for gain; provided, further, accessory buildings shall not exceed thirty (30) percent of the area of the rear yard; provided, still further, that any accessory building to be erected containing an area in excess of one thousand (1,000) square feet shall be referred to the city planning commission, which commission shall make its recommendations to the council. Prior to the recommendation thereof, the planning commission shall give notice and hold a public hearing on such use, after notice is required by article 28 of this ordinance. The council shall likewise hold a public hearing after proper notice, before making its determination as to whether the property can or cannot be used for such purposes.
- (3) Public and nonprofit organizations uses, such as game preserves, playgrounds and parks.
- (4) Community clubs and community-operated playgrounds, parks and nonprofit little theater operations, and similar recreational facilities, including golf courses.
- (5) Agriculture, including accessory buildings and uses incidental thereto.
- (6) The raising of cattle and/or poultry.
- (7) Commercial forestry operations in the nature of tree farms, not including sawmills.
- (8) Public utilities, and poles, lines, distribution transformers, pipes, meters and other facilities necessary for the provision of maintenance of public utilities, as provided in article 23.
- (9) The location and occupancy of a single mobile home; provided, that the following conditions are met:
  - (a) That the parcel which the mobile home is to occupy is located entirely within an area zoned as agricultural ("A");
  - (b) That a property owner residing on the premises in a permanent home wishes to place said mobile home on this property in order to maintain his or her immediate family or full-time



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agricultural employee. Immediate family shall be defined as lineal relatives of the applicant and his brothers or sisters;

- (c) That the mobile home and its site satisfy all sanitary and structural requirements deemed applicable by the city building inspector and the state health department;
- (d) That the mobile home has received a conditional use permit from the board of zoning appeals.

### **Section 3. Sign regulations.**

In agricultural district, sign regulations shall conform to article 21 of this ordinance.

### **Section 4. Area, frontage and width regulations.**

For permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the state health department. The city council may require a greater area, if considered necessary by the state health department.

### **Section 5. Setback regulations.**

Buildings shall be located thirty-five (35) feet or more from any street right-of-way which is fifty (50) feet or greater in width, or fifty-five (55) feet or more from the center line of any street right-of-way less than fifty (50) feet in width. This shall be known as the "setback line"; provided, no building shall be required to setback a distance greater than the setback line reserved by the one (of two (2) existing buildings on the immediately adjoining lots on either side) which is the further removed from the street. Also see article 25, Supplementary height, area and bulk regulations, section 3.3.

### **Section 6. Yard regulations.**

In open spaces, the yard regulations shall be as follows:

- (1) *Side:* The minimum side yard shall be ten (10) percent, and the total width of the two (2) required side yards shall be the total of the side yard widths is more than thirty (30) feet, one of such side yards need not be more than ten (10) feet in width.
- (2) *Rear:* Each main building shall have a minimum rear yard of thirty (30) feet.

### **Section 7. Height regulations.**

In open spaces, the height regulations shall be as follows: Buildings may be erected up to forty-five (45) feet in height from grade, except that church spires, belfries, cupolas, monuments, water towers, silos, chimneys and flues are exempt. Parapet walls may be erected up to four (4) feet above the height of the building on which the walls are constructed.

### **Section 8. Parking regulations.**

Parking regulations shall conform to article 19 of this ordinance.

### **Section 9. Special requirements.**

- (1) No subdivision development that creates more than one new lot/parcel shall be permitted in areas zoned agricultural. Any area sought to be subdivided, that is presently zoned agricultural, and creates more than

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one new lot/parcel shall first be rezoned to a residential classification. All new lots/parcels shall meet the minimum dimensions for lots/parcels in the R-1A District.

- (2) Any area\* to be classified as agricultural shall contain a minimum contiguous acreage of eight (8) acres.

\*"Area" is defined here as one or more contiguous parcels, or parts thereof: falling under the same zoning classification district.

AN ORDINANCE APPROVING A CITY CODE APPENDIX B. ZONING TEXT AMENDMENT –  
AMENDING ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS TO PERMIT A SUBDIVISION  
THAT CREATES ONE LOT/PARCEL

WHEREAS, the City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 4-A.  
"A" Agricultural District Regulations; and

WHEREAS, the purpose of this district is to provide for the orderly growth and development of  
relatively large parcels of undeveloped land, and the protection of activities generally considered rural in  
nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally  
compatible with rural or agricultural surroundings; and

WHEREAS, Article 4-A, Section 2. Use regulations, provides that any building to be erected or  
land to be used shall be for (1) Single-family dwellings and other uses; and

WHEREAS, Article 4-A, Section 9. Special requirements, provides that (1) No subdivision  
development shall be permitted in areas zoned agricultural, and any area sought to be subdivided, that  
is presently zoned agricultural, shall first be rezoned to a residential classification; and

WHEREAS, the City has received a proposal to create single family lot/parcel from a property  
zoned A-Agricultural District, and the proposed single-family residential use is a permitted use in the  
Zoning District; and

WHEREAS, the current Code requires that the zoning be changed if there is a subdivision of  
property Zoned A-Agricultural District; and

WHEREAS, the surrounding parcels are zoned A-Agricultural and the uses are agricultural and  
single family; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended,  
the Planning Commission held a public hearing and considered a resolution recommending approval of  
the amendment to the City Code Appendix B. Zoning, and the public hearing was advertised, in  
accordance with applicable laws; and

WHEREAS, this is a proposal to amend the Code Appendix B. Zoning in accordance with the  
attached Exhibit A.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves an  
ordinance amending the City Code Appendix B. Zoning – A-Agricultural District to amend Section 9.  
Special Requirements to permit subdivisions that create a single lot/parcel for Single-Family Residential  
use in conformance with the Height, area and bulk regulations of properties zoned R-1A District, as  
indicated in (Exhibit A).



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Stacey Jordan

**RE:** A request to schedule a Public Hearing amending the FY23 Budget to appropriate additional local match funding to Petersburg Public Schools in the amount of \$1,665,419 as well as additional State aid received for the Petersburg Library in the amount of \$43,178 for March 21, 2023. (Page 118)

**PURPOSE:** To increase the local match required by the City in the amount \$1,665,419 for FY23 ending June 30, 2023. As well as additional State aid received for the Petersburg Library in the amount of \$43,178 for March 21, 2023.

**REASON:** The local match requirement rose to \$11,665,419. The remaining monthly payments will be increased to catch up the allocation to the correct amount by June 30, 2023. As well as additional State aid received for the Petersburg Library in the amount of \$43,178 for March 21, 2023.

**RECOMMENDATION:** For Council to approve and appropriate the additional funding to the schools.

**BACKGROUND:** The total budget for Petersburg City Public Schools is \$91,050,600 which includes the following breakdown:

Local Fees: \$66,000

Erate: \$225,000

Sales Tax: \$5,420,137

State: \$42,278,401

Federal: \$55,000

City Transfer: \$10,000,000

Food Service: \$2,927,000

Grants: \$30,079,062

was approved and appropriated by Council on May 24, 2022. The local match requirement rose to \$11,665,419 for FY23.

Additional State aid received for the Petersburg Library in the amount of \$43,178.

**COST TO CITY:** 1,708,567

**BUDGETED ITEM:** NA

**REVENUE TO CITY:** \$43,148

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Petersburg Public Schools

**AFFECTED AGENCIES:** Petersburg Public Schools

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. FY23 Budget Resolution schools FY23 (1)

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

**WHEREAS**, on October 18<sup>th</sup>, 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 \$1,708,567 budget amendment is the Revenue from General Property taxes and Revenue from Commonwealth; which exceed (1) percent of the FY22-23 Adopted Amended Budget.

**WHEREAS**, the funding included in this amendment is to provide additional local match to the Petersburg School as well as additional state aid funding to the Library.

**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:

<b>GENERAL FUND</b>	<b>Approved Budget</b>	<b>Changes</b>	<b>Amended Budget</b>
<b>Revenues</b>			
General Property Taxes	\$ 10,000,000	\$ 1,665,419	\$ \$11,665,419
Revenue from Commonwealth	\$150,000	\$43,148	\$193,178
<b>Total</b>	<b>\$ 10,150,000</b>	<b>\$ 1,708,567</b>	<b>\$ 11,858,597</b>
<b>Appropriations</b>			
Transfer to Schools	\$ 10,000,000	\$ 1,665,419	\$ \$11,665,419
Library State Aid	\$150,000	\$43,148	\$193,178
<b>Total</b>	<b>\$ 10,150,000</b>	<b>\$ 1,708,567</b>	<b>\$ 11,858,597</b>
<b>Total Budget</b>	<b>\$ 109,240,640</b>	<b>\$ 1,708,567</b>	<b>\$ 111,119,575</b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Stacey Jordan

**RE:** A request to schedule a public hearing and appropriate the allocation of the 2nd Tranche of the ARPA funding provided to the City. (Page 121)

**PURPOSE:** For City Council to formally allocate the second tranche of ARPA funding in the amount of \$10,480,919.50 to various City projects in regard to infrastructure, loss revenue and public safety.

**REASON:** For City Council to formally allocate the second tranche of ARPA funding in the amount of \$10,480,919.50 to various City projects in regard to infrastructure, loss revenue and public safety.

**RECOMMENDATION:** Staff recommends City Council appropriate the funds as presented

**BACKGROUND:** On March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the Covid-19 pandemic. Approximately \$350 billion of The ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the coronavirus pandemic. The City of Petersburg is due to receive a total of \$20,961,839 which will be delivered in two tranches.

**COST TO CITY:** \$10,480,919.50

**BUDGETED ITEM:** NA

**REVENUE TO CITY:** \$10,480,919.50

**CITY COUNCIL HEARING DATE:** 3/21/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. FY23 ARPA Appropriation



AN ORDINANCE MAKING APPROPRIATIONS  
FOR THE FISCAL YEAR COMMENCING ON  
JULY 1, 2022, AND ENDING ON JUNE 30, 2023,

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

- I. That appropriation 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.

**Resources**

Revenue:

Revenue from Federal Government	\$20,961,839.00
---------------------------------	-----------------

<b>Total Revenue</b>	<b>\$20,961,839.00</b>
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- II. That there shall be appropriated from the resources and revenue 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:

**Requirements:**

Expense:

Infrastructure	\$9,688,198.09
Public Safety	\$2,047,543.01
Economic Development/Community/ Park & Recreation	\$2,632,449.90
Loss Revenue	\$6,613,648.00
<b>Total Expenses</b>	<b><u>\$20,961,839.00</u></b>

- III. That approved legal purchase orders outstanding at June 30, 2022 are hereby carried forward and re-appropriated as of July 1, 2022.
- IV. That all unencumbered balances for the annual appropriation standing on the books of the Finance Director as of June 30, 2022 shall be cancelled; and subject to audit., shall be re-appropriated into FY2022.
- V. That this ordinance shall be in force from and after July 1, 2022 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Randall Williams

**RE:** **A request for the consideration of an appropriation for a High Hazard Potential Dam (HHPD) Grant awarded by the Federal Emergency Management Agency (FEMA) and allocated by the VA Department of Conservation and Recreation in the amount of \$92,137.50 to be used for design costs associated with the ultimate improvements to bring the Wilcox Lake Dam into compliance with the VA Dam Safety Regulations - 1st reading. (Page 124)**

**PURPOSE:** The Virginia Department of Conservation and Recreation (DCR) received an award from the Federal Emergency Management Agency (FEMA) as part of the National Dam Safety Program (NDSP). As a result of that award, DCR has allocated a portion of those federal funds to the City of Petersburg for the Wilcox Lake Dam – which has been designated as a High Hazard Potential Dam by the Dam Failure and Inundation Study previously performed.

**REASON:** To have Council approve and appropriate the grant funds awarded to the City of Petersburg.

**RECOMMENDATION:** Request Council adopt the attached appropriation ordinance in the total amount of \$92,137.50.

**BACKGROUND:** In 2021, FEMA awarded NDSP funding to DCR to protect American lives and their property from the risks associated with dams. The HHPD Grant Program provides assistance for technical, planning, design and other pre-construction activities as well as planning and outreach.

DCR recognized the need of the City of Petersburg to get funding assistance for Wilcox Dam, and in turn awarded \$92,137.50 for the estimated cost of the eligible activities mentioned above. There is a City match requirement of \$49,612.50 – the total amount of funding needed for the grant project is \$141,750.00. This grant allocated by DCR is a reimbursement grant requiring the funds be expended by the locality and then reimbursed quarterly.

**COST TO CITY:** \$141,750.00

**BUDGETED ITEM:** Yes

**REVENUE TO CITY:** 92,137.50

**CITY COUNCIL HEARING DATE:** 3/7/2023

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

**AFFECTED AGENCIES:** Department of Public Works and Utilities

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** NA

**REQUIRED CHANGES TO WORK PROGRAMS:** NA

**ATTACHMENTS:**

1. High Hazard Potential Dam Grant Ordinance - Wilcox Lake
2. Final HHPD DS Grant Agreement\_City of Petersburg PWUD - Executed

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

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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.

<b>Previously adopted</b>	<b>\$0.00</b>
<b>ADD:</b>	
High Hazard Potential Dam (HHPD) Grant	<u>\$92,137.50</u>
<b>Total Revenues</b>	<b><u>\$92,137.50</u></b>

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

<b>Previously adopted</b>	<b>\$0.00</b>
<b>ADD:</b>	
High Hazard Potential Dam (HHPD) Grant	<u>\$92,137.50</u>
<b>Total Expenses</b>	<b><u>\$92,137.50</u></b>

**COMMONWEALTH OF VIRGINIA**  
**Department of Conservation and Recreation**  
**600 East Main Street, Richmond, Virginia 23219**  
**Grant Agreement Number HHPD-54404-21-01**

This Grant Agreement (hereinafter referenced as "Agreement") is made, by and between the Commonwealth of Virginia, Department of Conservation and Recreation, Division of Dam Safety and Floodplain Management, hereinafter called "DCR," and City of Petersburg, Virginia (UEI # YS41NNRLGL78), hereinafter called the "Grantee".

DCR received a grant award on September 1, 2021, from the Federal Emergency Management Agency, Federal Award Identification Number EMW-2021-GR-00170-S01, Catalog of Federal Domestic Assistance Number 97.041, National Dam Safety Program. This agreement is a contract from DCR to the Grantee, of said federal grant funds and is for Non-Research related activities. No indirect cost is allowed under this award, however, M&A costs are available and up to five percent (5%) of expenditures can be used for this purpose.

The purpose of this award is protecting the lives of Americans and their property from the risks associated with dams. The Rehabilitation of High Hazard Potential Dams Grant Program (HHPD), administered in connection with the NDSP, provides technical, planning, design, and construction assistance in the form of grants to states for non-Federal governmental organizations or nonprofit organizations for rehabilitation of eligible high hazard potential dams. For FY2021, the HHPD will provide assistance for technical, planning, design and other pre-construction activities as well as planning and outreach. Parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**GENERAL PROVISIONS:** Grantee shall carry out the project as set forth in the Agreement documents. The Agreement documents shall consist of this signed Grant Agreement and:

- (1) Attachment A - Grantee Scope of Work and Workplan
- (2) Attachment B - Project Budget and Budget Narrative
- (3) Attachment C - Reimbursement Reporting Form
- (4) Attachment D - Milestone Reporting Form
- (5) Attachment E - Quarterly Progress Report Form
- (5) Attachment F - W9 Reporting Form

Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the Scope of Service, contained herein. Furthermore, the Grantee shall not assign, sublet or subcontract any work related to this Agreement, or any interest it may have herein, to any parties not approved by DCR, as noted in these Agreement documents. The details and schedule of service set forth in the Scope of Work are deemed to have been consensual upon the execution of this Agreement.

**ADMINISTRATIVE TERMS AND CONDITIONS**

1. **TIME OF PERFORMANCE:** Upon signature by the Grantee, the services of the Grantee shall be for the period from, September 30, 2022 through March 31, 2024, unless otherwise altered through provisions of this Agreement or extended by written authorization of DCR. All time limits stated are essential to this Agreement. Every effort must be made to complete the work on time. All project expenses and match funds, if applicable, must be completed during the period of performance. **The final reimbursement request must be submitted with the final report; DCR will not reimburse any requests received 30 days after the Agreement termination date.**



2. COMPENSATION: The total amount obligated by DCR to the Grantee during the performance period and in this action is **\$92,137.50**. Grantee matching funds in the amount of **\$49,612.50** are required as a condition of this award. Total project amount is **\$141,750.00**. DCR shall release the grant award to the Grantee on a cost-reimbursement basis upon receipt and approval of the Grantee's quarterly programmatic and/or fiscal reports, as required by this Agreement, or at other times agreed to by DCR. Matching funds must be reported and expended in proportion to federal fund expenditures. The DCR is under no obligation to reimburse work performed prior to the commencement or after the expiration of the contracted time of performance. DCR reserves the right to withhold a minimum of 15% of the Grantee's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by DCR. Acceptance of work completed under this Agreement shall be decided at the sole discretion of DCR and shall be final.

The Grantee shall spend the funds according to the specified categories of the Agreement budget. No shift of funds among categories by the Grantee is allowable. Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the Grantee.

3. REGULATORY: All Federal funds awarded are subject to the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
4. EHP Requirements: Grantee must comply with Federal Environmental Planning and Historic Preservation (EHP) regulations and submit to DCR, summary reports/studies conducted as part of this project.
5. HAZARD MITIGATION PLAN: All activities relating to the public in the area around the dam will be performed in accordance with the hazard mitigation plan.
6. MATCHING FUNDS: If this Agreement is contingent upon cash and in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment C, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of DCR with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to DCR in the quarterly reports described below, both in narrative summary and on Attachment C. Matching funds must conform to standards outlined in 2 CFR 200.306 Cost Sharing or Matching.
7. PROGRAM INCOME: If program income is generated by a supported activity or earned as result of the Federal award during the period of performance, Grantee must use to support the objectives of this award. Grantee must report any and all program income to DCR to ensure proper recording, expenditure and reporting. Program income is defined at 2 CFR 200.80.
8. SCOPE OF SERVICE: The Grantee shall provide the services to DCR set forth in the Agreement documents and, specifically, as defined in the Scope of Work and Milestones. All deliverables shall conform to accepted standards and practices.
9. REPORTING AND CLOSEOUT: The Grantee shall provide DCR with quarterly reports and a final report, on Performance and Financial Progress, detailing the progress of work set forth in the Agreement documents. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Attachment B.

Each report, due on the 30<sup>th</sup> day following the close of the quarter, shall contain the following:

1. A succinct narrative – Describe the progress in fulfilling the Scope of Work and activities for each deliverable. Provide a financial narrative with itemized details of expenditures (see Attachment B), and
2. An updated Project Financial Report Form (Attachment C) - On Attachment C, summarize expenditures and any match funds or in-kind applied to the project. This form also serves as the reimbursement request, or invoice, for the Grantee, therefore, only copies with the original authorized signature will be accepted by DCR. Proof of payment and related invoices must be submitted with the Project Financial Report Form (Attachment C).

The *final report*, due within **30 days** after the Agreement termination date, shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work. Deliverables in the approved DCR alteration permit and photographs taken before, during, and after project implementation should be included in the final report and uploaded into the Dam Safety Inventory System (DSIS) to the greatest extent possible. **The final reimbursement request must be submitted with the final report and DCR will not reimburse any requests received 30 days after the Agreement termination date.**

10. EQUIPMENT: Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this award term, the Grantee may keep equipment purchased and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. **No equipment is funded under this award.**
11. AUDIT REQUIREMENTS: In accordance with 2 CFR 200.501(a), the grantee hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014. The grantee must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the grantee's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>. Grantee must provide DCR notification of submission.
12. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS: Data Universal Numbering System (DUNS) number: As a sub-recipient of federal funds, the grantee must provide a DUNS number to DCR in order to receive grant fund. This number is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained (free of charge) by D&B by telephone (866.705-5711) or internet (<http://fedgov.dnb.com/webform>).
13. CONFLICT OF INTEREST: The Grantee warrants that it has fully complied, and will continue to comply throughout the term of this agreement, with the Virginia State and Local Government Conflict of Interest Act, Code of Virginia §2.2-3100 et seq.
14. DEBARMENT, SUSPENSION, DRUG-FREE WORKPLACE AND LOBBYING: Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Grantee must notify DCR immediately of any changes to this status. Grantee certifies it will provide a drug-free workplace, will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a



controlled substance in conducting any activity with this agreement. Grantee certifies it has not and will not use Federal funds to pay any person for influencing or attempting to influence a member, officer or employee of any agency, including the United State Congress, in connection with the awarding, extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

## **PROGRAMMATIC TERMS AND CONDITIONS**

15. **ASSISTANCE:** DCR agrees, upon request of the Grantee, to furnish, or otherwise make available to the Grantee, copies of existing non-proprietary materials in the possession of DCR that are reasonably associated with this project. This includes materials that are necessary to the Grantee for completion of its performance under this agreement.
16. **FINANCIAL RECORDS AVAILABILITY:** The Grantee agrees to retain all books, records and other documents relative to this agreement for three years after final payment. DCR, its authorized agents, and/or state auditors shall have full access to, and the right to examine any of, said materials during said period.
17. **FOOD AND REFRESHMENTS:** Not applicable to this award.

Unless the event(s) are specified in the approved scope of work (attachment A) to the level of detail listed below, the recipient agrees to obtain prior approval from DCR for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approvals to the DCR Project Manager and include:

- a. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- b. A description of the purpose, agenda, location, length and timing for the event;
- c. An estimated number of participants in the event and a description of their roles.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11).

18. **FEDERAL EMPLOYEE COSTS:** The Grantee understands that the funds for this project may not be used to pay for the travel of federal employees, or for other costs associated with Federal participation in this project unless the federal agency is performing special technical assistance to the Grantee as allowed under the provisions of the Intergovernmental Cooperation Act.
19. **TERMINATION AND BREACH:** Either party may terminate this agreement upon 30 days written notice to the other party. DCR may terminate this Agreement for any reason necessary to support its current policy and financial status, including the need to redirect funds to another program. DCR may also terminate this agreement for failure of grantee to make sufficient progress so as to reasonably ensure completion of the project within the project period. Sufficient progress will be measured by examining the performance required under the scope of work (Attachment A) and milestones, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

It is understood and agreed between the parties, herein, that DCR shall be bound, hereunder, only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

In the event of breach by the Grantee of this Agreement, DCR shall provide written notice to the Grantee



specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Grantee has not substantially corrected the breach within 60 days of receipt of the written notice, DCR shall have the right to terminate the Agreement. The grantee shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement.

20. INDEMNIFICATION (Not Applicable)

21. LABOR Concerns: As a condition of award, Grantee will certify compliance with 42 U.S.C. § 5196 - U.S. Code - Unannotated Title 42. The Public Health and Welfare § 5196. Detailed functions of administration, Item (j)(9) as a condition of grant acceptance. The applicable section is as follows:

- a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of any contribution of Federal funds made by the Administrator under this subsection shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with sections 3141 - 3144 , 3146 , and 3147 of Title 40 , and every such employee shall receive compensation at a rate not less than one and 1/2 times the basic rate of pay of the employee for all hours worked in any workweek in excess of eight hours in any workday or 40 hours in the workweek, as the case may be. The Administrator shall make no contribution of Federal funds without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this subsection, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (5 U.S.C.App.) and section 3145 of Title 40.
- b. As a condition of award, Grantee will certify compliance with 40 U.S.C. Chapter 11; Selection of Architects and Engineers. The language can be viewed at:  
<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/c hapter11&edition=prelim>.

22. MANAGEMENT FEES: The Grantee agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment A).

## **PUBLIC POLICY REQUIREMENTS**

23. WHISTLEBLOWER: Congress has enacted the whistleblower protection statute 41 U.S.C. §4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this Agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:



1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. §4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
  2. Include this term and condition in any agreement made with a subcontractor or sub grantee. The employees' rights under 41 U.S.C. §4712 shall survive termination of this Contract.
24. BUY AMERICAN ACT: Grantee warrants that the purchase of supplies, equipment, and construction materials for the project with grant funds shall comply, to the greatest extent practicable, with the Buy American Act requirement of 43 CFR 12, Subpart E., unless DCR allows an exception specified in 43 CFR 12.710(d) and (e), and 43 CFR 12.715.
25. NON-DISCRIMINATION: In its performance of this Agreement, the Grantee warrants that it will not discriminate against any employee or applicant for employment on account of race, color, sex, religion, age, disability, or national origin. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- Grantee must comply with Title VI of the Civil Rights Act of 1964 including providing meaningful access to LEP individuals, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 if conducting an education program under this award, if applicable, Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and Title IX obligations 40 CFR Part 5.
26. SMOKE-FREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
27. HOTEL-MOTEL FIRE SAFETY ACT: Pursuant to 15 USC § 2225a, the Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101 - 391, as amended). Recipients may search the Hotel-Motel National Master list at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance.
28. RECYCLED PAPER: When directed to provide paper documents, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to DCR. This requirement does not apply to reports prepared on forms supplied by DCR.
29. RESOURCE CONSERVATION AND RECOVERY ACT: Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247. Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the



Grantee may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

30. TRAFFICKING VICTIMS PROTECTION ACT: To implement the requirements of Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), the Grantee must abide by the Prohibition Statement below. The Grantee must inform DCR immediately of any information you received from any source alleging a violation of the Prohibition Statement below. DCR and the associated federal funding agency have the right to unilaterally terminate this Agreement without penalty, if the Grantee or an employee is determined to have violated an applicable prohibition in the Prohibition Statement.
  - i. Prohibition Statement – The Grantee as the recipient, its employees, sub-recipients under this Agreement, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or sub-awards under the Agreement.
31. QUALITY ASSURANCE/QUALITY CONTROL PROJECT PLANS (if applicable): Within 60 days of the effective date of this Agreement and if required in Attachment A of this Agreement, the Grantee will submit to DCR, for review and approval, a Quality Assurance/Quality Control Project Plan.
32. REPORTING AND TRACKING INFORMATION MANAGEMENT SYSTEMS: In accepting these funds, the Grantee agrees to the sharing of all deliverables and related information through state and/or federal channels (including Internet use) and, wherever possible, to provide DCR with deliverables in a format that can be made available to other partners and the public, as appropriate.
33. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY: Grantees are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology.
34. CREATION OF INTELLECTUAL PROPERTY: In accordance with 2 CFR 200.315, U.S. Department of Homeland Security (DHS) has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this agreement for Federal purposes. DCR hereby grants to the Grantee a license to use any such material for public, non-commercial purposes within the territory of the project. Grantee hereby grants to DCR a license to use any such material for public, non-commercial purposes within the territory of the project.
 

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright" or the abbreviation "Copr." (2) the year of first publication, and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved."
35. DOCUMENTS: The Grantee may retain any reports, studies, photographs, negatives or other documents prepared in the performance of their obligations under this Agreement and not required to be delivered to DCR. DCR shall have certain rights to use any such materials as specified above. Where necessary for DCR's enjoyment of its rights and other rights referenced in this Agreement, the Grantee shall provide a

clear, reproducible copy of such materials (machine readable upon request, if readily available to the Grantee in such form) to DCR.

36. DISCLAIMER: For reports or papers produced for public distribution (including the final product), the following sentence must be added to the end of the above credit: *The views expressed herein are those of the author(s) and do not necessarily reflect the views of DCR, U.S. Department of Homeland Security (DHS) and City of Newport News Waterworks.*
37. ACKNOWLEDGMENTS: The role of DCR, U.S. Department of Homeland Security (DHS) and City of Newport News Waterworks must be clearly stated in all press releases, news articles, requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part.

Acknowledgment of financial assistance, with the use of DCR, U.S. Department of Homeland Security (DHS) and City of Newport News Waterworks logos, as appropriate, must be printed on the cover of all reports, studies, web sites, map products, or other products supported by this award or any sub-award. The grantee is responsible for contacting DCR staff in adequate time to obtain the required logos in camera-ready or digital form. Prior to production, DCR project management staff must approve the final draft. The acknowledgment should read:

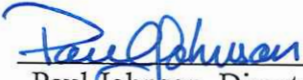
*This project was funded wholly or in part by the U.S. Department of Homeland Security (DHS) to support protecting the lives of Americans and their property from the risks associated with dams. The Rehabilitation of High Hazard Potential Dams Grant Program (HHPD), administered in connection with the NDSP, provides technical, planning, design, and construction assistance in the form of grants to states for non-Federal governmental organizations or nonprofit organizations for rehabilitation of eligible high hazard potential dams. For FY2021, the HHPD will provide assistance for technical, planning, design and other pre-construction activities through DHS-21-[MT]-[041]-[00]-[01]. The contents of this document/report etc. do not necessarily reflect the views and policies of the U.S. Department of Homeland Security (DHS), nor does the U.S. Department of Homeland Security (DHS) endorse trade names or recommend the use of commercial products mentioned in this document."*

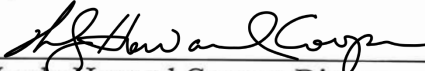
ASSURANCES: By entering into this Agreement, the Grantee certifies that it has the legal authority to apply for federal assistance, and it has the institutional, managerial and financial capability (including funds sufficient to pay for subjects costs until reimbursement or pay for the non-federal share of project costs) to ensure proper planning, management and completion of the project description.

IN WITNESS THEREOF the parties have caused the Agreement to be executed by the following duly authorized officials:

**Grantee: City of Petersburg**


**Grantor: Virginia Department of Conservation  
and Recreation**

By:   
Paul Johnson, Director  
Title: Department of Public Works and  
Utilities

By:   
Wendy Howard Cooper, Director  
Title: Division of Dam Safety and Floodplain  
Management

Date: 12/19/22

Date: 12/19/2022

By:   
Darryl Glover, Deputy Director  
Title: Department of Conservation and  
Recreation, Division of Dam Safety and  
Floodplain Management and Soil and  
Water Conservation

Date: 12/20/2022



**COMMONWEALTH OF VIRGINIA**  
**Department of Conservation and Recreation**  
**600 East Main Street, Richmond, Virginia 23219**  
**Grant Agreement Number HHPD-54404-21-01**  
**Attachment A**  
**Scope of Work**

City of Petersburg owns and operates Wilcox Dam. **Federal year 21** - HHPD funding will be used for Planning and Design activities to address concerns of erosion and regrading of downstream face of dam to a 3:1 slope and the addition of toe drains to mitigate seepage. The results of the analyses will be used to develop structural design modifications and overtopping protection to bring the structure into compliance with dam safety stability criteria. These documents are required for construction of improvements to the dam to reduce risk of catastrophic failure due to erosion, slope failure, and uncontrolled seepage in accordance with VADCR Division of Dam Safety and Floodplain Management criteria and as outlined below. City of Petersburg will be required to develop or contract for the development of a floodplain management plan and outreach and education strategies for the community.

Contractual allocation to City of Petersburg in the federal amount of \$87,750.00 and local match in the amount of \$47,250.00 for the following activities:

1. Preparedness Planning: Development of evacuation plans, plans for flood fighting, or community response plans to include in the floodplain management plan; Coordination of EAP and EOPs for different release conditions
2. Planning: Activities and studies that determine risks associated with eligible dams; Environmental studies for NEPA compliance; Development of floodplain management plans (including evacuation plans, plans for flood fighting, or community response plans, and coordination of EAP and EOPs for different release conditions as part of the floodplain management plan); Development of operation and maintenance plans
3. Preliminary Engineering: Dam risk and consequence assessments; Feasibility studies; Preliminary engineering studies; Alternatives analysis; Mapping, engineering survey, and inundation modeling
4. Engineering Design: Engineering design; Development of specifications
5. Outreach and Risk Communication: Public education and awareness of flood risks associated with the eligible dam project

M& A allocation to City of Petersburg in the federal amount of \$4,387.50 and local match in the amount of \$2,362.50 for the following:

Developing and conducting preparedness planning, agreement specifications, monitoring project progress, providing technical assistance, reviewing and approving technical documents in the planning, preliminary engineering and design, developing plans for flood fighting, or community response plans to include in floodplain management plans, as well as conducting outreach, education and community engagement in relation to flood risks for specific dam projects.

Total all funds: Federal \$92,137.50; Local Match \$49,612.50 = \$141,750.00



Wilcox Dam HydroTurf Overtopping Protection								
Item Number	Item	Quantities	Unit	Unit Cost	Total Cost	Contingen cy 20%	M & A Local 5% State 10%	Adjusted Total
Planning and Design								
1	Field Survey & Underground Utility Location	1	LS	\$12,000.00	\$12,000.00	\$2,400.00	\$ 720.00	\$15,120.00
2	Geotechnical Evaluation & Reporting	1	LS	\$6,000.00	\$6,000.00	\$1,200.00	\$ 360.00	\$7,560.00
3	Environmental Delineation & Permitting	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$ 600.00	\$12,600.00
4	Preliminary Drawing Submittal	1	LS	\$35,000.00	\$35,000.00	\$7,000.00	\$ 2,100.00	\$44,100.00
5	Final Drawing Submittal	1	LS	\$21,000.00	\$21,000.00	\$4,200.00	\$ 1,260.00	\$26,460.00
6	Bid Document Technical Specifications	1	LS	\$3,000.00	\$3,000.00	\$600.00	\$ 180.00	\$3,780.00
7	Bidding Assistance	1	LS	\$3,000.00	\$3,000.00	\$600.00	\$ 180.00	\$3,780.00
8	Dam Safety Form Updates	1	LS	\$2,500.00	\$2,500.00	\$500.00	\$ 150.00	\$3,150.00
9	Floodplain Management Planning (DCR Rqmt)	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$ 600.00	\$12,600.00
10	Outreach and Education (DCR Rqmt)	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$ 600.00	\$12,600.00
Total Costs Subapplicant				\$112,500.00	\$112,500.00	\$22,500.00	\$6,750.00	\$141,750.00

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# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Reginald Tabor

**RE:** A request to schedule a Public Hearing and consideration of an Ordinance approving the expansion of the Local Historic District regulations to individual properties listed on the attached list that are also listed on the National Register of Historic Places, therefore requiring a Certificate of Appropriateness (COA) before any exterior changes are made. (Page 139)

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**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 3/21/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 0307\_2023OrdinanceHistoricProperties

2. 0307\_2023NationalLandmarkListExhititA



AN ORDINANCE TO EXPAND LOCAL HISTORIC DISTRICT REGULATIONS TO INDIVIDUAL PROPERTIES LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES

WHEREAS, the City of Petersburg Code of Ordinances, Appendix B. Zoning includes Article 35. Preservation of Historical Areas within the City; and

WHEREAS, the purpose and objectives of Article 35 are to promote, within the historic areas hereby established, the educational, cultural, business, travel, industrial and other economic resources and the general welfare of the City of Petersburg, by preserving and protecting the old, historic or architecturally worthy buildings, structures, places and areas, as provided by Section 15.1-503.2 of the 1950 Code of Virginia, as amended; and

WHEREAS, additional purposes of Article 35 are to stabilize and improve property value in the historic areas, and to encourage new building and development that will be harmonious with the existing historic features, but will not necessarily be of the same architectural style; and

WHEREAS, the intent of Article 35 is to develop the historic areas, not in vacuum, but as a vital area in which each succeeding generation may build with the quality and sensitivity of past generations; and

WHEREAS, Article 35 includes the definition of a Historic area as, "Historic area means an area containing buildings or places in which historic events occurred, or which have special public value because of notable architectural or other features relating to the cultural or artistic heritage of the community, of such significance as to warrant conservation and preservation"; and

WHEREAS, Article 35 includes the definition of a Structure as, "Anything man-made, including, but not limited to, main buildings, outbuildings, fences, walls, lamp posts, light fixtures, signs, signposts, billboards and paving"; and

WHEREAS, Article 35 provides that the historic areas are delineated on a map called the "historic areas zoning map, and there are requirements placed on property located within historic Areas that are not placed on properties outside historic areas; and

WHEREAS, there are properties on the National Historic Register of Historic Places within the City that are located outside designated Historic Areas and therefore do not have to meet the requirements placed on property located within Historic Areas; and

WHEREAS, Under Article 35, "No building permit under the provisions of the building code shall hereafter be issued for the erection, construction, alteration or restoration of the exterior of any building or structure, including signs, or part thereof, within a historic area, unless and until the applicant shall have secured a certificate of appropriateness from the architectural review board"; and

WHEREAS, Also under Article 35, "No work, such as, but not limited to, painting which does not require a building permit, but would substantially alter the exterior appearance of any building or structure within a historic area, shall be commenced, unless and until the applicant shall have secured a certificate of appropriateness from the architectural review board, however" and

WHEREAS, under Article 35, the requirements do not apply "when the work proposed would not be subject to public view from a street or other public place"; and

WHEREAS, the City of Petersburg City Council considered an Agenda item to the Planning Commission regarding expanding Local Historic District Regulations to individual properties listed on The National Register of Historic Places; and

WHEREAS, the Agenda Item includes a list of properties that would have to adhere to the requirements placed on property located within historic areas; and

WHEREAS, the City Council the voted to refer the item to the Planning Commission for a recommendation.

WHEREAS, the Planning Commission approved a resolution recommending approval of an Ordinance to expand local historic district regulations to individual properties listed on the national register of historic places with enclosed structures, as indicated in (Exhibit A).

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves an ordinance to expand local historic district regulations to individual properties listed on the national register of historic places, as indicated in (Exhibit A).



## Exhibit A

### 1. Blandford Church

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

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

### 2. Blandford Cemetery (Not Recommended)

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

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

### 3. Lee Memorial Park (now Petersburg Legend's Park) (Not Recommended)

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

Established in 1912, the park spans 300 acres and includes Wilcox Lake and its bathhouse, the park superintendent's house, walking trails, Civil War earthworks, horticultural resources and informational signage, a baseball field, playground, and the Lee Park Wild Flower and Bird Sanctuary.

The flower and bird sanctuary was created in 1935 as part of the Works Project Administration during the Great Depression, which provided jobs for local unemployed African-American women, and resulting in most of these plant habitats' survival to the present. However, there exist accusations and firsthand accounts suggest that African American women were treated unfairly compared to their white supervisors. The collection of floral specimens compiled in the Lee Park Herbarium is complimented by the watercolor paintings done by Bessie Niemeyer Marshall. The park was popular with white residents until 1953 when a group of African American citizens filed suit to integrate swimming at Wilcox Lake.

Rather than allow integration, the city closed the facilities completely, and a federal hearing was postponed indefinitely. The lake was officially desegregated by council in 2018.

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

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

## Exhibit A

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

### 5. Petersburg National Battlefield (Not Recommended)

DHR ID 123-0071, listed administratively in 1966

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

### 6. Charles Cohen House

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

Despite being built in 1851 for Joseph Williams, the Charles Cohen House in Petersburg was named for its fourth owner, who was responsible for its current Second Empire-style appearance. Cohen's 1898 renovation used the style's characteristic mansard roof as a



## Exhibit A

fashionable and economic way to add living space in a third story. Cohen was a prominent local merchant, though his business interests extended into North Carolina, Richmond, and New York. He died in 1915 and is buried in the Jewish cemetery in Petersburg. The Cohen house was sold out of the family in 1939, after which it declined, but it has since undergone an extensive rehabilitation.

### **7. People's Memorial Cemetery (Not Recommended)**

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

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

### **8. South Chappell Street Car Barn**

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

The sole surviving building of its type in Petersburg, the South Chappell Street Car Barn is a tangible reminder of the transportation system that encouraged the construction of residential suburbs and contributed to the decline of central-city neighborhoods. The car barn was probably constructed between 1899 and 1903 to store and repair streetcars, by either the South Side Railway and Development Company or its successor, the Virginia Passenger and Power Company. The city's first streetcar system was the creation of George Beadle, who also founded the Petersburg Street Railway Company in 1883 and used horse-drawn passenger cars. Beadle expanded the line west to the Central State Lunatic Asylum in 1888. The 1891 electrification of the lines and their expansion offered city workers transportation to suburban jobs, which encouraged many to move out of the city center. While it is a utilitarian building, the car barn has an intact historic form and details, providing a visible link to this early period in Petersburg's transportation history. With the eventual decline of the streetcar system, the building was converted in 1936 to a bus service facility.

### **9. Virginia Trunk and Bag Co.**

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

Evoking Petersburg's heyday as the self-proclaimed world's leading manufacturer of trunks and valises, the Virginia Trunk & Bag Company, established in 1898, had a large facility

## Exhibit A

operating in the city by 1903. The complex today retains its original buildings and structures, where the various trunk manufacturing operations were performed, from receiving raw lumber to shipping finished products.

From 1916 until 1931 the site was also the headquarters for the American Hardware Company, the parent company for at least six different trunk makers in Petersburg. At the time of its listing, the Virginia Trunk & Bag Co. represented the most intact and best preserved of the remaining trunk manufacturing facilities in Petersburg.

### **10. Sutherland House**

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

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

### **11. Trailways Bus Station**

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

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

### **12. Christ and Grace Episcopal Church**

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

Locally important in Petersburg for its Gothic Revival architecture, Christ and Grace Episcopal Church arose in two sections through two separate building campaigns. It began in 1925 with construction of Grace Church Chapel, a parish house built for a future church complex, designed by architect Frank Watson, a leading proponent of the Gothic Revival style. The chapel served as the home of Christ Episcopal Church from 1928 until 1953, the year it



## Exhibit A

merged with Grace Church and became Christ and Grace Episcopal Church. In 1955, church officials approved adding a nave and chancel to the complex and the completed church opened in 1957 to the blended congregations. Since then, the building has remained largely unaltered. The church exemplifies the architectural designs Episcopal parishes erected during the first decades of the 20th century, the height of the Gothic Revival movement. It is notable for continuing that design aesthetic into the mid-20th century, under the guidance of architect William Heyl Thompson, who adapted the Gothic Revival design to the reduced expectations of the post-World War II era. From start to finish, the same architectural firm oversaw the church's plans during its 30-year span of growth.

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

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

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

### **14. The Jarratt House**

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

Built circa 1820 as a rental property by John Wilder, a white man, the Jarratt House is the lone surviving brick Federal double house and the only antebellum building surviving on Pocahontas Island. The settlement at Pocahontas Island began during the mid-18th century, and originally was a river community dominated by White residents. Pocahontas Island transformed into a largely African American residential and commercial neighborhood during the early 19th century and has substantial associations with Virginia Indian tribes. Petersburg had the largest free Black population in antebellum Virginia, and more free Black persons resided on Pocahontas Island than in any other part of Petersburg. The Jarratt House also is associated with Lavinia Sampson, a member of the Pamunkey tribe, who owned the property from 1853 to 1877 and rented out rooms to sailors. The house then came under ownership of the Jarratt Family, whose ancestor, Richard Jarratt, is suspected to be one of the first free mulatto Blacks born on Pocahontas Island. The locally prominent Jarratt Family kept the house in their possession until 1991 when they donated it to the City of Petersburg.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Reginald Tabor

**RE:** **Discussion and consideration of an ordinance approving a Zoning Ordinance Text Amendment – To amend Article 15. - "B-2" General Commercial District Regulations, Section 2. Use Regulations, by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts. (Page 148)**

**PURPOSE:** To schedule a Public Hearing and consider approval of an amendment to the City Code Appendix B. Zoning by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts.

**REASON:** To comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing and considers an amendment to the City Code City Code Appendix B. Zoning by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts.

**BACKGROUND:** The City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 15. "B-2" General Commercial District Regulations. The purpose of this district is to provide sufficient space in appropriate locations for all types of commercial and miscellaneous service activities, particularly along certain existing major streets where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor and noise associated with manufacturing.

Currently, within the regulations, Section 2. Use regulations. State that "A building or premises shall be used only for the following purposes: (1) Any use permitted in the "B-1" Shopping Center District and "RB" Office-Apartment District." The RB District permits (1) Any use permitted in the "R-5" Multiple Dwelling District. Currently there are 805 parcels in the City of Petersburg zoned B-2 General Commercial District. These parcels



are generally located along commercial corridors, including Washington Street, Wythe Street, Halifax Street, S Crater Road, County Drive, Wagner Road and Rives Road. The 2014 Comprehensive Plan Future Land Use Plan designates properties zoned B-2 as Commercial, Development Corridors and other uses.

The RB district permits Multi-family residential development by-right. This amendment would change the by-right residential use to Single-Family and Two-Family residence, and require a Special Use Permit for Multi-Family uses.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing on January 5, 2023 and considered a resolution recommending approval of the amendment to the Code, and the public hearing was advertised, in accordance with applicable laws.

The Planning Commission voted to recommend approval of the Text Amendment.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 2/21/2023

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

**AFFECTED AGENCIES:** Public Works, Economic Development, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** City Code Appendix B. Zoning

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

**ATTACHMENTS:**

1. 0207\_2023OrdinanceZTAB2
2. 0202\_2023ProposedTextAmendmentArticle15andArticle23

AN ORDINANCE APPROVING A ZONING ORDINANCE TEXT AMENDMENT – B-2 ZONING DISTRICT TO AMEND PERMITTED USES FROM RB TO R-3 AND REQUIRING A SPECIAL USE PERMIT FOR USES PERMITTED IN THE R-5 ZONING DISTRICT, INCLUDING MULTI-FAMILY RESIDENTIAL USES.

WHEREAS, the City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 15. "B-2" General Commercial District Regulations; and

WHEREAS, the purpose of this district is to provide sufficient space inappropriate locations for all types of commercial and miscellaneous service activities, particularly along certain existing major streets where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor and noise associated with manufacturing; and

WHEREAS, currently, within the regulations, Section 2. Use regulations. State that "A building or premises shall be used only for the following purposes: (1) Any use permitted in the "B-1" Shopping Center District and "RB" Office-Apartment District." The RB District permits (1) Any use permitted in the "R-5" Multiple Dwelling District; and

WHEREAS, currently there are 805 parcels in the City of Petersburg zoned B-2 General Commercial District. These parcels are generally located along commercial corridors, including Washington Street, Wythe Street, Halifax Street, S Crater Road, County Drive, Wagner Road and Rives Road; and

WHEREAS, the 2014 Comprehensive Plan Future Land Use Plan designates properties zoned B-2 as Commercial, Development Corridors and other uses.

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing on February 2, 2023, and considered a resolution recommending approval of the amendment to the City Code, Appendix B. Zoning – B-2, and the public hearing was advertised, in accordance with applicable laws.

WHEREAS, this is a proposal to amend the Code Appendix B. Zoning in accordance with the attached Exhibit A.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves an ordinance amending the City Code Appendix B. Zoning – B-2 zoning district to amend permitted uses from RB TO R-3 and requiring a special use permit for uses permitted in the R-5 zoning district, including multi-family residential uses, as indicated in (Exhibit A).



## Exhibit A

### ARTICLE 15. "B-2" GENERAL COMMERCIAL DISTRICT REGULATIONS

#### Section 1. [Purpose.]

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "B-2" General Commercial District. The purpose of this district is to provide sufficient space in ~~in~~ appropriate locations for all types of commercial and miscellaneous service activities, particularly along certain existing major streets where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor and noise associated with manufacturing. (Ord. No. 94-140, 11-15-94)

#### Section 2. Use regulations.

A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the "B-1" Shopping Center District and ~~"RB" Office Apartment District~~ the "R-3" Two-Family Residence District;
- (2) Amusement place in an enclosed building, auditorium or theater, except open air drive-in theaters;
- (3) Athletic field or baseball field;
- (4) Bottling works; dyeing and cleaning works or laundry; plumbing and heating shop; painting shop; upholstering shop, not involving furniture manufacture; tin smithing shop; tire sales and service, including vulcanizing, but no manufacturing; appliance repairs; and general service and repair establishments similar in character to those listed in this item; provided, that no outside storage of material is permitted; and further provided, that no use permitted in this item shall occupy more than six thousand (6,000) square feet of floor area;
- (5) Bowling alleys and billiard parlors;
- (6) Food storage lockers;
- (7) Hotels, motels, and motor hotels containing forty-five or more units only;
- (8) Outdoor advertising structure or sign. Any sign or display in excess of one hundred (100) square feet in area shall be attached flat against a wall of a building.
- (9) Bus terminals;
- (10) Printing, publishing, and engraving;
- (11) Stone yard or monumental works located within three hundred (300) feet of a cemetery;
- (12) Accessory buildings and uses;
- (13) Family day care home;
- (14) Child care center;

## Exhibit A

(15) Private nursery school;

(16) Adult book store, provided that the property devoted to such use shall not be situated within five hundred (500) feet of property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater or adult video store;

(17) Adult entertainment establishment, provided that the property devoted to such use shall not be situated within five hundred (500) feet of any property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater, or adult video store;

(18) Adult motion picture theater, provided that; the property devoted to such use shall not be situated within five hundred (500) feet of property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater, or adult video store;

(19) Adult video store, provided that the property devoted to such use shall not be situated within five hundred (500) feet of property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate, or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater, or adult video store.

Notwithstanding any other provisions of the Petersburg Zoning Ordinance, a building or premises may be used for an adult bookstore, and adult entertainment establishment, and adult motion picture theater, or an adult video store, as restricted and limited by this section, only in the "B-2" General Commercial District with the issuance of a Special Use Permit and in no other zoning district established by the Petersburg Zoning Ordinance.

**(20) Multiple dwellings as authorized in and controlled by the "R-5" Multiple Dwelling District with the issuance of a Special Use Permit.**

### ARTICLE 23. SUPPLEMENTARY USE REGULATIONS SPECIAL USES



## Exhibit A

### Section 4. - Special uses enumerated.

The following special uses may be approved by the council, as provided in this article:

- (1) Airports and landing fields;
- (2) Circus or carnival grounds, temporary for a specified period;
- (3) Drive-in theater;
- (4) Fairgrounds;
- (5) Public utilities or public service uses, buildings, structures or appurtenances thereto, including limited off-street parking adjoining, or adjacent to, the property when located in a residence district; provided no business involving the repair, servicing or sale, or display of vehicles shall be conducted on such parking area; and no structures, including signs, will be erected on the parking area; and no charge will be made for parking within the premises; and the parking will be set back from the street in keeping with the existing front and side yard regulations of the residence district;
- (6) Public or government buildings;
- (7) Hospitals or sanitariums;
- (8) Cemetery;
- (9) Sports arena or stadium;
- (10) Race track;
- (11) Radio or television tower or broadcasting station;
- (12) Child care centers in residential district.
- (13) Bed and breakfast inn in R-3, R-4, R-5, and RB districts meeting the following requirements:
  - (a) Permitted capacity of two (2) persons per sleeping room, not to exceed a maximum of twenty (20) persons per structure;
  - (b) One-half (½) off-street parking space per sleeping room;
  - (c) Resident-manager on premises;
  - (d) Permitted sign area not to exceed two (2) square feet;
  - (e) Other requirements as deemed necessary to provide for the protection of surrounding property, persons, and neighborhood values.
- (14) Operations involving shredding, cutting or otherwise processing of used or discarded tires, or operations involving the storage, distribution, or sale of used tires or discarded tires if more than two hundred (200) such tires are located on site, even if such operation is ancillary to the main use of the site. Notwithstanding any other regulations within this article, these uses may only be permitted in M-1 and M-2 zoning districts.

## Exhibit A

- (15) Nightclub in B-2 and M-1 zoning district only.
- (16) Boarding, rooming, or lodging houses such to be permitted only in R-5 and B-2 zoning districts.
- (17) Convalescent and nursing homes such to be permitted only in R-5 and B-2 zoning districts.
- (18) Adult book store, adult entertainment establishment, adult motion picture theater and adult video store such to be permitted only in the B-2 zoning district.
- (19) Vehicle rebuilder, such to be allowed only in the M-1 and M-2 zoning districts.
- (20) Vehicle removal operator, vehicle storage lot, or vehicle tow lot, such to be permitted within the M-1 and M-2 zoning districts only.
- (21) Auto body shop and vehicle painting operations not accessory to a new-vehicle dealership such to be permitted only in the B-2, M-1, and M-2 zoning districts only.
- (22) Stand-alone used vehicle sales not associated with a new-vehicle dealership or not located upon the same parcel as such new-vehicle dealership, if located upon parcels of less than one acre in area, such to be permitted within the B-2 and M-1 zoning districts only.
- (23) Stand-alone vehicle repair, to include general automobile repair shops, truck repair shops, transmission repair shops, engine repair shops, car washes or car washing and detailing operations, and similar facilities, such to be permitted within the B-2 and M-1 zoning districts only.
- (24) Small engine repair shop to be allowed within the B-2 and M-1 zoning districts only.
- (25) Tractor-trailer service station, to be allowed within the B-2, M-1, and M-2 zoning districts only.
- (26) Automobile service stations, to be permitted within the B-2, M-1, and M-2 zoning districts only.
- (27) Boat, semi-trailer truck, or recreational vehicle dealerships, to be allowed in the B-2 and M-1 zoning districts only.
- (28) Contractor storage yards such to be permitted within the M-1 and M-2 zoning districts only.
- (29) Mulching or composting facilities or yards such to be permitted within the M-1 and M-2 zoning districts only.
- (30) Mini-storage facilities or self-storage facilities such uses permitted within the B-2, M-1, and M-2 zoning districts only.
- (31) Homeless shelter.
- (32) Private Jails, halfway houses, or private prisons, whether for-profit or non-profit, such to be permitted within the B-2 zoning district only.



## Exhibit A

(33) Hotels and motels providing fewer than forty-five (45) guest rooms, such to be permitted within the B-1, B-2, B-3, and MXD-2 Districts only.

(34) Mobile home sales or the sales, storage, or display of modular housing units or mobile homes, such to be permitted within the M-1 District only.

(35) Height waiver for commercial uses including, but not limited to, hotels, offices, and other retail or commercial uses that have been determined by city council to promote and further the city's long-term economic needs and which have been determined by city council to be consistent with the city's strategic plan and goals.

**(36) Multiple dwellings as authorized in and controlled by the “R-5” Multiple Dwelling, such Special Use Permits to be allowed only in the B-2 and B-3 districts.**

**(Ord. No. 19-44, 9-17-2019)**

**Supp.No.16**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Reginald Tabor

**RE:** **A Public Hearing and consideration of an Ordinance amending the City Code Appendix B. Zoning Text – To amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District. (Page 156)**

**PURPOSE:** To schedule a Public Hearing and consider approval of amendments to the City Code, Appendix B. Zoning, to amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District.

**REASON:** To comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing and considers an amendment to the City Code, Appendix B. Zoning regarding the Agricultural District Regulations.

**BACKGROUND:** The City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 4-A. "A" Agricultural District Regulations. The purpose of this district is to provide for the orderly growth and development of relatively large parcels of undeveloped land, and the protection of activities generally considered rural in nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally compatible with rural or agricultural surroundings.

Article 4-A, Section 2. Use regulations, provides that any building to be erected or land to be used shall be for (1) Single-family dwellings and other uses. Article 4-A, Section 9. Special requirements, provides that (1) No subdivision development shall be permitted in areas zoned agricultural, and any area sought to be subdivided, that is presently zoned agricultural, shall first be rezoned to a residential classification.

The City has received a proposal to create single family lot/parcel from a property zoned A-Agricultural District. The proposed single-family residential use is a permitted use in the Zoning District. However, the current Code requires that the zoning be changed if there is a subdivision of property Zoned A-Agricultural District. The surrounding uses are agricultural and single family.



Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing and considered a resolution recommending approval of the amendment to the City Code Appendix B. Zoning on January 5, 2023, and the public hearing was advertised, in accordance with applicable laws. The Planning Commission voted to recommend approval of the Text Amendment.

This is a proposed amendment to the City Code Appendix B. Zoning to permit the subdivision of a parcel to create not more than one new parcel without having to rezone the property to a Residential District.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Property Tax Revenue from the new parcel.

**CITY COUNCIL HEARING DATE:** 2/21/2023

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

**AFFECTED AGENCIES:** City Assessor; Economic Development, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** City Code, Appendix B. Zoning, Article 4-A. "A" Agricultural District Regulations

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

**ATTACHMENTS:**

1. 0117\_2023ZoningOrdinanceTextAgriculture
2. 0207\_2023OrdinanceZTA\_AAgriculture

## **ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS**

### **Section 1. Purpose.**

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "A" Agricultural District. The purpose of this district is to provide for the orderly growth and development of relatively large parcels of undeveloped land, and the protection of activities generally considered rural in nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally compatible with rural or agricultural surroundings.

### **Section 2. Use regulations.**

Any building to be erected or land to be used shall be for one or more of the following uses:

- (1) Single-family dwellings.
- (2) Accessory buildings for residential purposes, as defined, the rear yards only; however, garages or other accessory structures attached to the main building shall be considered part of the main building. No accessory building may be closer than five (5) feet to any party lot line. Accessory buildings and uses customarily incident to any use permitted by this section, such as servants quarters, greenhouses, and workshop; provided, that none shall be conducted for gain; provided, further, accessory buildings shall not exceed thirty (30) percent of the area of the rear yard; provided, still further, that any accessory building to be erected containing an area in excess of one thousand (1,000) square feet shall be referred to the city planning commission, which commission shall make its recommendations to the council. Prior to the recommendation thereof, the planning commission shall give notice and hold a public hearing on such use, after notice is required by article 28 of this ordinance. The council shall likewise hold a public hearing after proper notice, before making its determination as to whether the property can or cannot be used for such purposes.
- (3) Public and nonprofit organizations uses, such as game preserves, playgrounds and parks.
- (4) Community clubs and community-operated playgrounds, parks and nonprofit little theater operations, and similar recreational facilities, including golf courses.
- (5) Agriculture, including accessory buildings and uses incidental thereto.
- (6) The raising of cattle and/or poultry.
- (7) Commercial forestry operations in the nature of tree farms, not including sawmills.
- (8) Public utilities, and poles, lines, distribution transformers, pipes, meters and other facilities necessary for the provision of maintenance of public utilities, as provided in article 23.
- (9) The location and occupancy of a single mobile home; provided, that the following conditions are met:
  - (a) That the parcel which the mobile home is to occupy is located entirely within an area zoned as agricultural ("A");
  - (b) That a property owner residing on the premises in a permanent home wishes to place said mobile home on this property in order to maintain his or her immediate family or full-time



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agricultural employee. Immediate family shall be defined as lineal relatives of the applicant and his brothers or sisters;

- (c) That the mobile home and its site satisfy all sanitary and structural requirements deemed applicable by the city building inspector and the state health department;
- (d) That the mobile home has received a conditional use permit from the board of zoning appeals.

### **Section 3. Sign regulations.**

In agricultural district, sign regulations shall conform to article 21 of this ordinance.

### **Section 4. Area, frontage and width regulations.**

For permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the state health department. The city council may require a greater area, if considered necessary by the state health department.

### **Section 5. Setback regulations.**

Buildings shall be located thirty-five (35) feet or more from any street right-of-way which is fifty (50) feet or greater in width, or fifty-five (55) feet or more from the center line of any street right-of-way less than fifty (50) feet in width. This shall be known as the "setback line"; provided, no building shall be required to setback a distance greater than the setback line reserved by the one (of two (2) existing buildings on the immediately adjoining lots on either side) which is the further removed from the street. Also see article 25, Supplementary height, area and bulk regulations, section 3.3.

### **Section 6. Yard regulations.**

In open spaces, the yard regulations shall be as follows:

- (1) *Side*: The minimum side yard shall be ten (10) percent, and the total width of the two (2) required side yards shall be the total of the side yard widths is more than thirty (30) feet, one of such side yards need not be more than ten (10) feet in width.
- (2) *Rear*: Each main building shall have a minimum rear yard of thirty (30) feet.

### **Section 7. Height regulations.**

In open spaces, the height regulations shall be as follows: Buildings may be erected up to forty-five (45) feet in height from grade, except that church spires, belfries, cupolas, monuments, water towers, silos, chimneys and flues are exempt. Parapet walls may be erected up to four (4) feet above the height of the building on which the walls are constructed.

### **Section 8. Parking regulations.**

Parking regulations shall conform to article 19 of this ordinance.

### **Section 9. Special requirements.**

- (1) No subdivision development that creates more than one new lot/parcel shall be permitted in areas zoned agricultural. Any area sought to be subdivided, that is presently zoned agricultural, and creates more than

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one new lot/parcel shall first be rezoned to a residential classification. All new lots/parcels shall meet the minimum dimensions for lots/parcels in the R-1A District.

- (2) Any area\* to be classified as agricultural shall contain a minimum contiguous acreage of eight (8) acres.

\*"Area" is defined here as one or more contiguous parcels, or parts thereof: falling under the same zoning classification district.



AN ORDINANCE APPROVING A CITY CODE APPENDIX B. ZONING TEXT AMENDMENT –  
AMENDING ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS TO PERMIT A SUBDIVISION  
THAT CREATES ONE LOT/PARCEL

WHEREAS, the City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 4-A.  
"A" Agricultural District Regulations; and

WHEREAS, the purpose of this district is to provide for the orderly growth and development of  
relatively large parcels of undeveloped land, and the protection of activities generally considered rural in  
nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally  
compatible with rural or agricultural surroundings; and

WHEREAS, Article 4-A, Section 2. Use regulations, provides that any building to be erected or  
land to be used shall be for (1) Single-family dwellings and other uses; and

WHEREAS, Article 4-A, Section 9. Special requirements, provides that (1) No subdivision  
development shall be permitted in areas zoned agricultural, and any area sought to be subdivided, that  
is presently zoned agricultural, shall first be rezoned to a residential classification; and

WHEREAS, the City has received a proposal to create single family lot/parcel from a property  
zoned A-Agricultural District, and the proposed single-family residential use is a permitted use in the  
Zoning District; and

WHEREAS, the current Code requires that the zoning be changed if there is a subdivision of  
property Zoned A-Agricultural District; and

WHEREAS, the surrounding parcels are zoned A-Agricultural and the uses are agricultural and  
single family; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended,  
the Planning Commission held a public hearing and considered a resolution recommending approval of  
the amendment to the City Code Appendix B. Zoning, and the public hearing was advertised, in  
accordance with applicable laws; and

WHEREAS, this is a proposal to amend the Code Appendix B. Zoning in accordance with the  
attached Exhibit A.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves an  
ordinance amending the City Code Appendix B. Zoning – A-Agricultural District to amend Section 9.  
Special Requirements to permit subdivisions that create a single lot/parcel for Single-Family Residential  
use in conformance with the Height, area and bulk regulations of properties zoned R-1A District, as  
indicated in (Exhibit A).



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Reggie Lantz

**RE:** Neighborhood Traffic Management Program (Page 162)

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**PURPOSE:** To answer questions proposed by City Council in a previous City Council meeting regarding the City of Richmond's speed control measures regarding the number of speed bumps, locations, & other measures they take to address speeding.

**REASON:** To answer questions proposed by City Council in a previous City Council meeting regarding the City of Richmond's speed control measures regarding the number of speed bumps, locations, & other measures they take to address speeding.

**RECOMMENDATION:** NA

**BACKGROUND:** To answer questions proposed by City Council in a previous City Council meeting regarding the City of Richmond's speed control measures regarding the number of speed bumps, locations, & other measures they take to address speeding.

**COST TO CITY:** NA

**BUDGETED ITEM:** NA

**REVENUE TO CITY:** NA

**CITY COUNCIL HEARING DATE:** 3/7/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** NA

**AFFECTED AGENCIES:** NA

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** NA

**REQUIRED CHANGES TO WORK PROGRAMS:** NA

**ATTACHMENTS:**

1. 11a. Traffic Calming-NTMP\_021623 PPS #1 3.7.23





# The Department of Public Works and Utilities

# City of *Petersburg* VIRGINIA

## Neighborhood Traffic Management Program

March 7, 2023



# Neighborhood Traffic Management Program



## City of Richmond's Use of Speed Tables to Deter Speeding

On February 6, 2023, an inquiry was submitted to the City of Richmond's Transportation Engineer. The following questions were communicated:

1. How many speed bumps/humps does Richmond now have in place?
  - A direct response was not provided by the Transportation Engineer for this question.
2. Where are they? How long have they been in place?
  - A direct response was not provided for these two questions by the Transportation Engineer.
3. What does Richmond see to be the advantages?
  - Speed tables are a proven and documented traffic calming measure and are very effective when properly designed and installed. They are generally self-enforcing and help reinforce safe driving behavior. They can be very cost-effective due to their high efficiency. [Neighborhood Traffic Management Program, NTMP p. 25]
4. The disadvantages?
  - Must meet site specific design criteria. Speed tables may impact emergency response times. They can have unintended consequences such as causing drivers to speed up between devices, and can increase noise or physical vibration, especially when traversed by heavy vehicles such as trucks and buses. [NTMP p.24-25]
5. On balance, does Richmond see the advantages to outweigh the disadvantages, or is it the other way around? Why?
  - A direct response was not provided to these two questions, but based upon the incorporation of **Speed Tables** into their **Level 2 Strategies** for the deployment of physical devices, one could surmise that they deem it advantageous to deploy **Speed Tables**, if they meet the criteria defined in their NTMP. [NTMP p.9, and p. i, ii, iii, 1-38]

# Neighborhood Traffic Management Program



## Neighborhood Traffic Management Program (City of Richmond)

- The City of Richmond utilizes a comprehensive speed management approach to address citizen traffic calming concerns.
- The comprehensive approach is defined in their Neighborhood Traffic Management Program (NTMP).
- Each *Traffic Calming Request* goes through the same evaluation process and the Flow Chart on Page 7 of their NTMP identifies each step.
- The City receives more than 1,000 requests every year. Since 2004, the City has addressed **350** traffic calming locations with the deployment of horizontal and vertical treatments **including traffic circles, curb extensions, medians, and speed tables**.
- Speed Tables are typically a mid-block traffic calming measure and must meet site criteria.
- Speed Tables are only considered for installation on residential streets after a full assessment of a request is completed, and the Department seeks approval from the Richmond Fire Department, Greater Richmond Transit Authority, the neighborhood association and the Local City Council Representative. [NTMP p. 9]
- Funding must be identified and allocated for each project before it is programmed for design and construction. [NTMP p.10]
- Speed Tables should not be installed on primary emergency vehicle routes, high-volume transit routes, steep grades or on sharp curves. [NTMP p.24]



# Neighborhood Traffic Management Program



**Asphalt Speed Table**  
**Cost \$14,000 - \$24,000 Each**



**Rubberized Speed Tables**  
**\$12,500 - \$15,500 Each**



**Two Examples of Speed Table Options**

**Cost Range for two per approved project: Asphalt \$28,000 - \$48,000 Rubberized \$25,000 - \$31,000**

# Neighborhood Traffic Management Program



One example of a *Speed Table* solution utilized for residential Traffic Calming in some localities.

☐ [Rubber Speed Tables | Slow Vehicle Speeds | Traffic Logix](#)

*\*This video link is not Intended as a product endorsement of any specific manufacturer or vendor.*





**QUESTIONS?**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023

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

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

**FROM:** Randall Williams

**RE:** **Assessment of Vacant& Partially Vacant City Buildings for City Staff (Page 170)**

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**PURPOSE:** To provide an assessment of vacant & partially vacant City buildings that may be possibilities for City staff

**REASON:** Provide possibilities to Council to reduce the City's leasing expenditures by relocating City staff to City-owned buildings and investing in City assets instead of paying landlords.

**RECOMMENDATION:** Provide data to Council.

**BACKGROUND:** Request to provide data to Council

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 3/7/2023

**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. 7c. Vacant & Partially Vacant City Buildings for Staff 3.7.23



# The Department of Public Works and Utilities

## City of Petersburg VIRGINIA

**Assessment of Vacant & Partially  
Vacant City Buildings for City Staff**

**March 7, 2023**

# City Hall – 135 N. Union Street



## Offices:

- 7,798 sq. ft., 3 floors, basement, & 2 restrooms
- Customer service area on 1<sup>st</sup> floor available
- Former Planning office on 3<sup>rd</sup> floor being utilized.

## Repairs Needed:

- Roof replacement - \$65k
- Interior plaster walls (multiple floors) repaired due to leaks - \$40-\$50k
- Exterior windows (repaired, scraped, & painted) -
- Task order initiated to update the restrooms included in FY23 capital budget - \$300k\*

\* - This amount includes restrooms in City Hall & City Hall annex.



# City Hall Annex – 103 W. Tabb Street



*In FY20 \$300k expended in on roof, soffit, & masonry work on the building.*

- Partially vacant – currently occupied by police staff & fire marshal staff.

## **Offices:**

- 7,798 sq. ft., 4 levels, & 3 restrooms
- 1<sup>st</sup> floor (partially occupied)
- 2<sup>nd</sup> floor (5 offices vacant)
- Basement (former Engineering area & 3 offices vacant)
- Sub-basement (2 offices)

## **Repairs Needed:**

- Task order initiated to update the restrooms included in FY23 capital budget - \$300k\*

*\* - This amount includes restrooms in City Hall & City Hall annex.*

# Former IT Building – 142 N. Union Street



- Vacant
- 775 sq. ft.
- 2 offices & 1 open area that can also be used as a small office
- 1 restroom

## Repairs Needed:

- Exterior stucco/painting & interior plaster/painting ~ \$26k
- Waterproofing basement - french drain, plastic, & sump pumps ~ \$26k
- Awnings surrounding the building to prevent water damage to exterior – up to \$8k



# Former Code Compliance Building – 106 W Tabb St.



- Vacant
- 2,843 sq. ft
- 5 offices & open area that can accommodate 6 cubicles
- 2 restrooms

## **Repair Costs:**

- Waterproofing basement - french drain, plastic, & sump pumps ~ \$26k
  - Ice blasting in basement & on main floor to remove mold spores from wood, stripping down to studs - \$175k
  - Rebuild interior, painting, flooring, etc. ~ \$100k
- 
- **Demolition Costs ~ \$100k - \$125k**

# Former Economic Development Building – 400 E Washington St



- Vacant – currently being evaluated as a part of a highest & best use study after Ramada Inn demolition.
- 1,904 sq. ft.
- 4 offices
- Large open area (up to 4 cubicles)
- 2 restrooms

## Repairs Needed:

- Flooring & painting (int. & ext.) ~ \$15k
- HVAC system replacement ~ \$25k
- Carpentry/ wood replacement of porch ceiling, columns, & shutters (exterior) ~ \$5
- Roof repair – flashing & slate ~ \$3k
- - *Roof replacement within 3 – 5 years with shingle roof.*



# Former Facilities Maint. Building – 1898 Midway Ave



- Vacant
- 927 sq. ft., 3 offices
- 1 restroom
- Facilities Maintenance shop currently being utilized; 10-15 minutes from Public Works & Utilities
- Adequate parking

## **Repairs Needed:**

- General cleaning & painting (staff)
- Flooring (staff)

# Former Social Services Building – 400 Farmer St.



- Vacant
- 42,582 sq. ft
- Future home of police headquarters.
- IFB for 1<sup>st</sup> phase of renovation project included in FY23 approved Capital Projects
- Bid deadline March 6, 2023

## Repairs Needed:

- Phase I – Exterior envelope - \$1.2 mil.
- Phase II - HVAC replacement & mold remediation - TBD
- Phase III – Interior design & construction - TBD





## Questions?



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** March 7, 2023  
**TO:** The Honorable Mayor and Members of City Council  
**THROUGH:** March Altman, Jr., City Manager  
**FROM:** Brian Moore  
**RE:** A presentation from Cava Companies (Page 180)

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**PURPOSE:** A presentation to discuss Cova Companies Affordable Housing Initiatives

**REASON:** To provide the City Council with information on the Cova Companies Affordable Housing Initiative

**RECOMMENDATION:** N/A

**BACKGROUND:** A presentation to discuss Cova Companies Affordable Housing Initiatives

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 3/7/2023

**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. Affordable housing initiative 1.29.23



# Cava Companies

## Affordable Housing Initiative



# Who is Cava Companies

- Established in 2007 – Founder Frank Cava
- 40+ full time employees
- Built and renovated thousands of homes
- Largest real estate investment firm in Central Virginia
- Own and manage nearly 500 homes in Richmond MSA
- 80+% of rental portfolio is affordable housing
- >1,250 hours of community service annually









# Standard Property Amenities

- 3 Bedrooms | 1.5 Bathrooms
- 1,335 Sq Ft
- Affordable housing following the housing choice voucher program requirements
- All new construction
- New stainless steel appliances
- First floor open concept

Cava Companies – *Richmond Plan*





# New Construction Benefits

- Brand new affordable, energy efficient housing
- Homes are built to current insulation code
  - Reduces heating costs
  - Reduces cooling costs
  - On average the new insulation codes save residents more than 9% (DoE)
- All building materials meet or exceed current energy efficient standards



# Energy Efficient Appliances

- All appliances are new and meet energy efficiency standards
- LED lights/fixtures reduce energy consumption
  - Up to \$600/year in energy savings
- Low flow plumbing fixtures reduce water consumption
  - This can reduce water consumption by 33% or more

**Estimated Annual Cost Saving for the Resident = \$1,488**





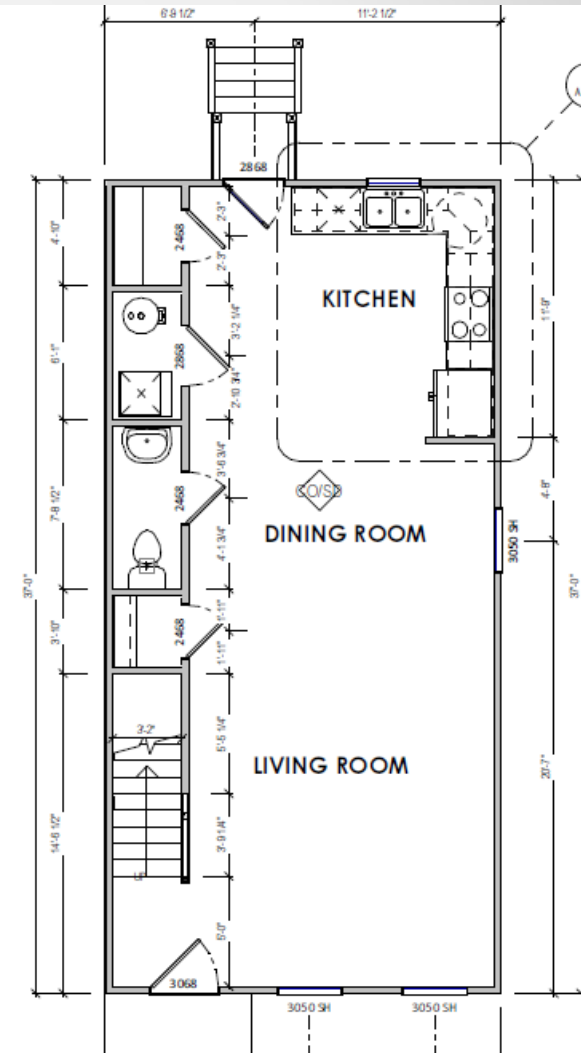
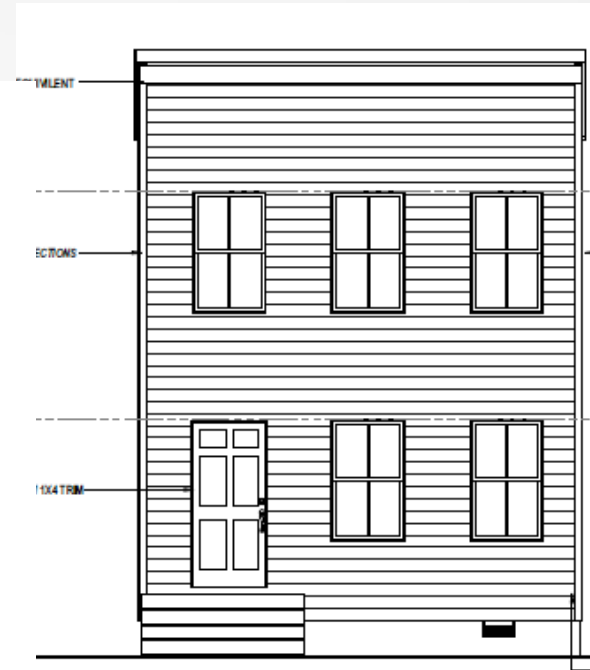
# Cava Rentals – Finishes + Resident Retention

- **Create a Pride in Rentership:**
  - **We:**
    - Give them a nice home
    - Treat them incredibly well
    - Retain them
  - **Resident**
    - Keep the house up
    - Show it off to friends
    - Create referrals
    - They stay and make the community and neighborhood more stable



# Floorplan and Design

- Design is sent to third party for value engineering of structure and systems
  - Ensures the design supports efficiency
  - Reviews plumbing, mechanical and electrical design as well as structural
- Floorplan & exterior intentionally designed for efficient engineering and construction
  - Reduced costs to build, pass along savings to the resident, allow for affordable rent



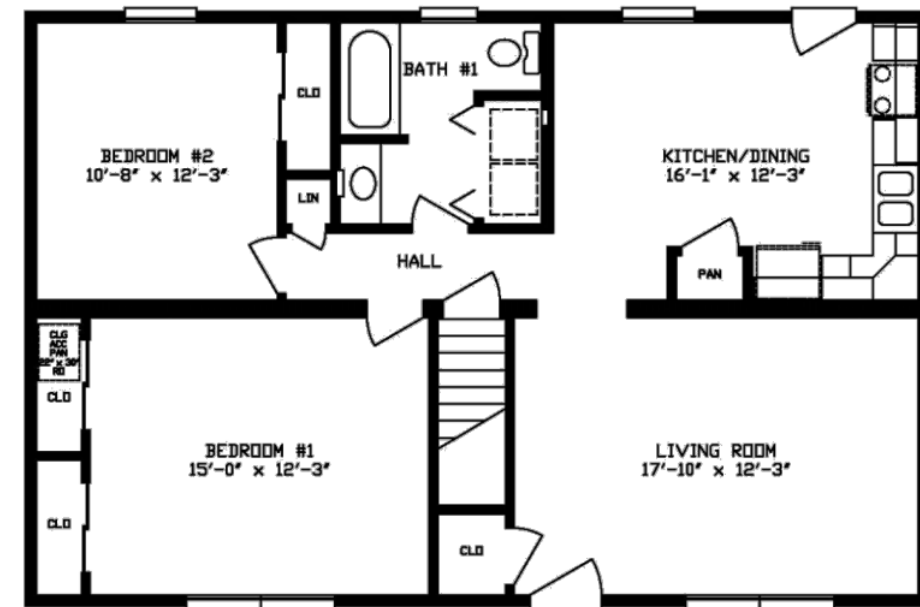


# Single Level – Design Concept

- 2 Beds | 1 Bath
- 1,053 Sq Ft
- All of the benefits of our standard design
- Similar to the rendering, based on site conditions
- Allows more residents to remain independent and a part of the community for many years longer than they might otherwise
- Provides an affordable and safe entry into this market for an already huge and growing demographics



1053 SF  
26 x 40



## Benefit to the Resident

- Safety
- Pride in Rentership
- We don't build houses, we build battleships and our homes are made to be rock solid so residents have fewer maintenance concerns
- Better health results
  - There is a 20 to 25 year gap in life expectancy based on the communities we live in – Dr. Williams, Harvard
  - Three key pillars to improving health in our communities – Shirley Frank, Former Mayor of Atlanta

Community  
Wellness/  
Health/Spirit

Accessible  
Affordable  
Housing

Education

**IF WE CAN IMPROVE  
THE LIVING CONDITIONS  
OF INDIVIDUALS,  
WE ACTUALLY CAN  
IMPROVE THEIR HEALTH.**

**DR. DAVID WILLIAMS**

*Professor of Public Health, Harvard*





# Benefit to the Community

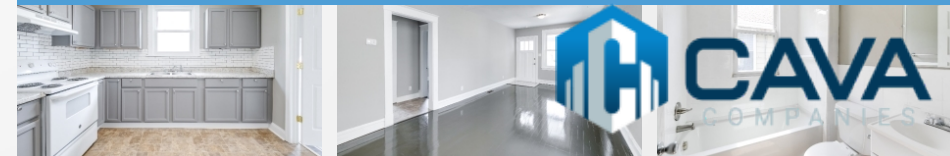
- These two units effectively cost the same
- Our product encourages the growth of healthier, safer neighborhoods for residents to live in
- Increased statistical likelihood of higher individual earnings, thus greater possibility of elevated tax revenues through personal spending and reinvestment in property
- Resident retention rates of greater than 93% (the industry average is about 50%) mean stable, healthy communities have time to evolve and establish themselves
- Improved housing stocks in a locality encourage new business investments within the area as well



Fairfield Court Apartments



1717 N 23rd St RVA 23223





# Our Commitment to Affordable Housing – Benefit to the Community

- The City of Petersburg and Central Virginia face an affordable housing crisis
- Our goal through our 100 Affordable initiative is to, as a private entity, do our part to invest in our community and answer the call and need for affordable housing
- We are committed to adding value to the communities we serve while acknowledging the dire need
- Invested time, effort and energy on the design functionality and costs to build these homes to make them both efficient and affordable for the resident
- In order for this venture to be successful, we need to partner with city and community leaders
- For more information regarding this initiative please see the [100 Affordable article](#)





# If these cost the same, which helps your community more?

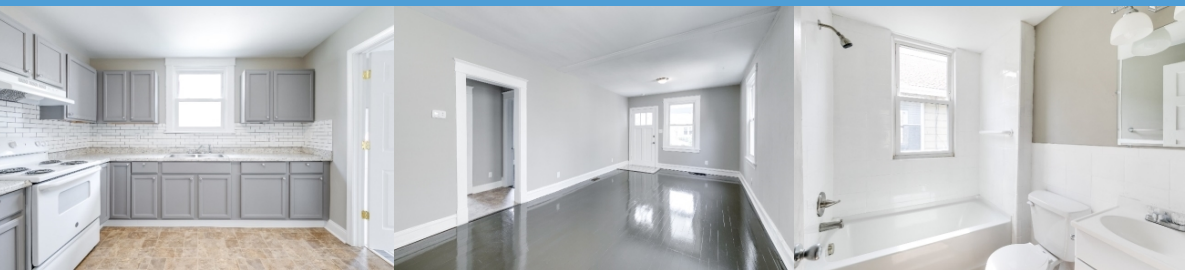


1717 N 23rd St RVA 23223

VS



Fairfield Court Apartments (*across the street*)





# What Does Partnership Look Like

- Partnership in developing city owned lots that are currently generating no/negative revenue for the City of Petersburg
- Assistance in VHDA funds acquisition
- Streamline the permit process on building new homes in the City of Petersburg

