



City of Petersburg Virginia

www.petersburgva.gov

March 21, 2023 - Regular City Council Meeting

March 21, 2023
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
5:00 PM

City Council

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

City Manager

John March Altman, Jr.

-
1. **Roll Call**
 2. **Prayer**
 3. **Pledge of Allegiance**
 4. **Determination of the Presence of a Quorum**
 5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
 - a. A proclamation designating March 2023 as Procurement Month. **(Page 4)**
 - b. A proclamation designating March 2023 as American Red Cross Month. **(Page 6)**
 6. **Responses to Previous Public Information Posted**
 7. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes: **(Page 7)**
 - February 21, 2023 - Closed Session
 - February 21, 2023 - Regular Council Meeting
 - March 7, 2023 - Closed Session
 8. **Official Public Hearings**
 - a. A public hearing and 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 34)**
 - b. A public hearing and 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 57)**
 - c. 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 80)**
 - d. 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 84)**

- e. 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 90)**
- f. A public hearing on 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 109)**
- g. A public hearing on 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 118)**
- h. 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 127)**
- i. A public hearing and consideration of appropriation ordinance for the allocation of the 2nd Tranche of the ARPA funding provided to the City. **(Page 130)**
- j. A public hearing and consideration of an ordinance to amend and re-adopt the Petersburg City Code to add Chapter 21 to create an "Arts Council". **(Page 133)**

9. Public Information Period

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

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

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

11. Items removed from Consent Agenda

12. Finance and Budget Report

13. Unfinished Business

- a. Consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties. **(Page 136)**
- b. Consideration of a resolution authorizing the City Manager to extend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street. **(Page 139)**
- c. 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 143)**

- d. 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 165)**

14. New Business

- a. Consideration of A Resolution authorizing the City Manager to execute a Special Warranty Deed between the City of Petersburg and the Petersburg Redevelopment and Housing Authority for property designated as Lot 4 on the property addressed as 1400 Farmer Street, the location of the Pecan Acres Housing Development. **(Page 183)**
- b. 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 - 2nd reading. **(Page 193)**
- c. Consideration of a Resolution to Approve National Opioid Settlement - Teva and Allergan - CVS, Walgreens and Walmart. **(Page 208)**

15. City Manager's Report

- a. Presentation of TLC Renewal 2023-2024. **(Page 235)**

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 21, 2023

TO: The Honorable Mayor and Members of City Council

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

FROM: Lisa Scott

RE: A proclamation designating March 2023 as Procurement Month. (Page 4)

PURPOSE: To present a proclamation

REASON: To recognize the month of March as Procurement Month.

RECOMMENDATION: Recommend the Honorable Mayor and Members of Council present the attached proclamation recognizing the month of March as Procurement Month.

BACKGROUND: March is Procurement Month. It is a time to celebrate with pride the role of the public procurement profession. This month provides the opportunity to help educate elected officials, administrators, taxpayers and vendors about the procurement process and the admirable work we perform every day.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 3/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

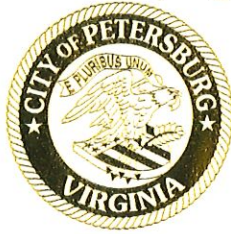
AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. National Procurement Month 2023 Proclamation



Proclamation

WHEREAS, the purchasing, contracting, and materials management professions play a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, through their combined purchasing power purchasing, contracting and materials management professionals spend billions of dollars every year, and have a significant influence upon economic conditions throughout Petersburg; and

WHEREAS, purchasing, contracting and materials management professionals dedicate themselves to providing the best value for every taxpayer dollar, and continue to expand their knowledge, skills, and abilities; and

WHEREAS, by obtaining the goods and services needed to get the job done in an efficient and economical manner, these professionals make it possible for the government to proficiently serve the citizens of Petersburg; and

WHEREAS, during the month of March, professional purchasing employees throughout the City of Petersburg engage in special efforts to inform the public on the important role the purchasing profession plays in business, industry and government;

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

March 2023


As

“NATIONAL PROCUREMENT MONTH”

in the City of Petersburg and urge all the citizens to join me in this special observance.

Dated: 03/17/2023



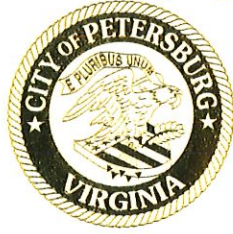


Mayor, Samuel Parham

ATTEST:



Clerk of Council, Nykesha D. Lucas



Proclamation

WHEREAS, during American Red Cross Month in March, we celebrate the humanitarian spirit of the City of Petersburg and reaffirm our commitment to help ensure no one faces a crisis alone; and

WHEREAS, Caring for one another is at the heart of our community and exemplified by the people of the City of Petersburg, whose simple acts of kindness through the Red Cross provide help and hope in people's most difficult moments – continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering; and

WHEREAS, every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need – whether it's providing emergency shelter, food, and comfort for families displaced by home fires and other disasters; donating lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world; and

WHEREAS, their support, volunteerism and generous donations are critical to our community's resilience. We hereby recognize this month of March in honor of all those who fulfill Clara Barton's noble words, "You must never think of anything except the need and how to meet it," and ask everyone to join in this commitment.

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

March 2023


As

"AMERICAN RED CROSS MONTH"

in the City of Petersburg and urge all the citizens to reach out and support its humanitarian mission.

Dated: 03/21/2023





Mayor, Samuel Parham

ATTEST:



Clerk of Council, Nykesha D. Lucas



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM:

RE: Minutes: (Page 7)
-February 21, 2023 - Closed Session
-February 21, 2023 - Regular Council Meeting
-March 7, 2023 - Closed Session

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. February 21, 2023 Closed Session Meeting Minutes
2. February 21, 2023- regular city council minutes
3. March 7, 2023 Closed Session Meeting Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, February 21, 2023, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:32 p.m.

1. ROLL CALL:

Present:

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

Absent: Council Member Charles H. Cuthbert, Jr. (arrived after entering closed session)

Present from City Administration:

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

2. CLOSED SESSION:

Mayor Parham stated, "I would enter a motion to add three contract items to today's closed session with the possible acquisition of real property, and consultation with legal counsel regarding the possible location of a new business in the city to the agenda for closed session."

Vice Mayor Hill made a motion to add the discussion to closed session. Council Member Myers seconded the motion. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham; Absent: Cuthbert

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the City Attorney, specifically including but not limited to discussion regarding Code of Virginia §§2.2-3100 et. seq. and other matters requiring the legal advice of the City Attorney; and under §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment, and appointment of a specific public employees of the City of Petersburg, specifically including but not limited to discussion of the performance, assignment and appointment of a specific public officer of the City of Petersburg; and under §2.2-3711(A)(5) of the Code of Virginia for the purpose of discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in location or expanding its facilities in the community; and under §2.2-3711(A)(3) of the Code of Virginia for the purpose of the discussion or consideration of the acquisition and disposition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition of real property; and under §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion regarding the subject matter of public contracts involving the expenditure of funds and terms or scope of such contracts where

*Audio available upon request.

discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of public contracts.

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

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

City Council entered closed session at 3:36 p.m.

CERTIFICATION:

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

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

The motion was approved on roll call vote.

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

23-R-13 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

City Council returned to open session at 6:04 p.m.

Vice Mayor Hill made a motion to instruct the City Manager to enter into a lease agreement with Pierce Enforcement Company for the purpose of purchasing a fire apparatus. Council Member Myers seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

Council Member Myers made a motion to add a resolution to the agenda on supporting the governor's initiative to bring a grocery store to Petersburg. Vice Mayor Hill seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

Council Member Myers made a motion to approve the resolution supporting the governor's initiative to bring a grocery store to Petersburg. Vice Mayor Hill seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee,

*Audio available upon request.

Myers, Westbrook, Hill, and Parham

**23-R-14 A RESOLUTION TO SUPPORT GOVERNOR’S INITIATIVE TO BRING A GROCERY STORE
TO CITY OF PETERSBURG, VA.**

Council Member Myers made a motion direct the City Manager and City Attorney to review draft ordinance and come back to the March work session with a presentation on creating an art commission. Council Member Westbrook seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

3. ADJOURNMENT:

City Council adjourned at 6:09 p.m.

Clerk of City Council

APPROVED:

Mayor

The regular meeting of the Petersburg City Council was held on Tuesday, February 21, 2023, at the Petersburg Public Library. Mayor Parham called the meeting to order at 6:09 p.m.

1. ROLL CALL:

Present:

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

Absent: None

Present from City Council Administration:

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

2. PRAYER:

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

Vice Mayor Hill led the council meeting in prayer.

3. PLEDGE OF ALLEGIANCE:

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

4. DETERMINATION OF THE PRESENCE OF A QUORUM:

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

5. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATIONS:

*No items for this portion of the agenda.

6. RESPONSES TO PREVIOUS PUBLIC INFORMATION PERIOD:

Mayor Parham stated, "Responses to previous public information period is under council communicates."

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

a. Minutes:

-February 7, 2023 – Closed Session
-February 7, 2023- Work Session

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

8. OFFICIAL PUBLIC HEARINGS:

- a. A public hearing on the consideration of an ordinance authorizing the city manager to execute a 2-year lease agreement between the City of Petersburg and New Light, LLC towards the sale of city-owned properties at 703 Bank Street, Parcel ID-012050017, 716 Wythe Street, Parcel ID-012330006, and 801 Bank Street, Parcel ID 012070031.

BACKGROUND: The Department of Economic Development received an application from New Light, LLC on November 7, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 703 Bank Street which is currently a vacant residential structure. On November 8, 2022, at the conclusion of the auction, it was determined that New Light, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to renovate the existing single family residential dwellings and rent the units at market rate.

The proposed purchase price for 703 Bank Street is \$35,100, which is 50% of the assessed value, \$70,200. The purchaser will also pay all applicable closing costs.

The Department of Economic Development received an application from New Light, LLC on December 12, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 801 Bank Street and 716 Wythe Street which are currently vacant residential lots. On December 13, 2022, at the conclusion of the auction, it was determined that New Light, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop 1200-1600 square foot two-story single- family dwelling with a minimum of three bedrooms and two bathrooms to sale at market rate.

The proposed purchase price for 716 Wythe Street is \$5,350, which is 50% of the assessed value, \$10,700. The purchaser will also pay all applicable closing costs.

The proposed purchase price for 801 Bank Street is \$4,551, which is 50% of the assessed value, \$9,102. 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 703 Bank Street is zoned B-2, business district.

Address: 703 Bank Street
Tax Map ID: 012-050017
Zoning: B-2

The zoning of the parcel at 716 Wythe Street is zoned R-3, multi-family residential.

Address: 716 Wythe Street
Tax Map ID: 012-330006
Zoning: R-3

The zoning of the parcel at 801 Bank Street is zoned B-2, business district.

Address: 716 Wythe Street
Tax Map ID: 012-070031
Zoning: B-2

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

Brian Moore, Director of Economic Development, gave a brief overview on the request.

There was discussion among City Council and staff and Mohammad Chourdry, petitioner.

Mayor Parham opened the floor for public comments.

Richard Stewart, 129 Rolfe Street, stated, "That is the Blandford area that I went to school at. I remember that house being built. And the question that I want to ask is that I believe at the time that the house went under there was a lot of crime in that area. And somebody was selling drugs or doing something in that house and the house was taken. So, my question is if this was taken away from a drug dealer or something like that and you all sell it for a different price, do they get anything, or all of the money goes to the city?"

Jeff Fleming, 1819 Chuckatuck Avenue, stated, "I think that the property being presented tonight, we need to go ahead and approve the sale of it. It is good that people want to come to Petersburg. Now there are some things I understand that we have to stop. For one, the house 703 has been there. What are you going to do tear it down? Residential taxes are what we need. We need residents in here. I think that you should approve the sale as it stands. Thank you.

Mayor Parham closed the public hearing.

There was discussion among city council members and staff.

Council Member Cuthbert made a motion to authorize the city manager to execute a purchase agreement as proposed with respect to 716 East Wythe and 801 East Bank Street and table the question of the sale of 703 East Bank until a definitive explanation is given from staff as to whether it can legally be developed as a single-family residence. Council Member Jones seconded the motion.

Council Member Jones made a substitute motion to not sell the property for less than 80% of the assessed value. Council Member Cuthbert seconded the motion. There was discussion on the motion. The motion was not approved on roll call. On roll call vote, voting yes: Cuthbert and Jones; Voting No: Smith-Lee, Myers, Westbrook, Hill, and Parham

*Original motion goes on the floor.

Council Member Cuthbert made a motion to authorize the city manager to execute a purchase agreement as proposed with respect to 716 East Wythe and 801 East Bank Street and table the question of the sale of 703 East Bank until a definitive explanation is given from staff as to whether it can legally be developed as a single-family residence. Council Member Jones seconded the motion. The motion was not approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, and Parham; Voting No: Smith-Lee, Myers, Westbrook, Hill, and Hill

Council Member Myers made a motion to approve the ordinance as proposed. Vice Mayor Hill seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Smith-Lee, Myers, Westbrook, Hill, and Parham; Voting No: Cuthbert and Jones

23-ORD-6 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT BETWEEN THE CITY OF PETERSBURG AND NEW LIGHT, LLC TOWARDS THE SALE OF CITY-OWNED PROPERTY AT 703 BANK STREET, PARCEL ID-012050017, 716 WYTHE STREET, PARCEL ID 012330006, AND 801 BANK STREET, PARCEL ID 012070031.

Vice Mayor Hill asked, "When can we address this ordinance? Can we address it at our next work session as far as the price that we asked for as opposed to 50% and raising it to 75% or 80%."

Mr. Williams stated, "Yes. They can bring it back for discussion at the work session. The actual adoption would have to be at the next regular meeting because you have to have a public hearing. My recommendation would be to consider doing it incrementally and not a huge jump. I think that will incentivize people to come out if they want to buy property sooner than later."

Council Member Cuthbert stated, "This item that we just voted on, it comes back to us in the form of approval of a development agreement correct."

Mayor Parham stated, "Yes."

Council Member Cuthbert stated, "Mr. Altman, when this comes back as a development agreement, would you have answers for us please as to whether the city is applicable or allows the use of that property for single family purposes. It is the 703 East Bank Street property. Thank you, Mr. Mayor."

- b. A public hearing for the consideration of an ordinance authorizing the city manager to execute a purchase agreement between the City of Petersburg and Properties Remembered towards the sale of city-owned property at 417 Jefferson Street, parcel ID 022390008.

BACKGROUND: The Department of Economic Development received an application from Properties Remembered on September 8, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 417 Jefferson Street, which is currently a vacant residential lot. On October 11, 2022, at the conclusion of the auction, it was determined that Properties Remembered was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to renovate the existing single-family residential dwellings for rent.

The proposed purchase price for 417 Jefferson Street is \$7100, which is 77.17% of the assessed value, \$9,200. The purchaser will also pay all applicable closing costs.

Property Information

The zoning of the parcel at 417 Jefferson Street is zoned R-3, multifamily residential.

Address: 417 Jefferson Street
Tax Map ID: 022-390008
Zoning: R-3

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

Brian Moore, Director of Economic Development, and the petitioner gave a brief overview.

There was discussion among city council and staff.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Jones made a motion to approve the ordinance authorizing the city manager to execute a purchase agreement for property at 417 Jefferson Street. Vice Mayor Hill seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

23-ORD-7 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT BETWEEN THE CITY OF PETERSBURG AND PROPERTIES REMEMBERED TOWARDS THE SALE OF CITY-OWNED PROPERTY AT 417 JEFFERSON STREET,

PARCEL ID 022390008.

- c. A public hearing for the consideration of an appropriation for a Community Flood Preparedness Fund (CFPF) Grant awarded by the Virginia Department of Conservation & Recreation (DCR) in the amount of \$2,800,878 to be used for construction costs for drainage improvement projects in the City of Petersburg's Lakemont area and authorizing the city manager to sign the Virginia Resources Authority MOU for Lakemont drainage improvements.

BACKGROUND: In 2019, a neighborhood drainage study was performed using grant funds for the Lakemont neighborhood as a continuation of multiple small grants awarded/implemented in that area since 2013. Several projects were identified from that drainage study as needing to be implemented or studied further. In 2022, the City of Petersburg (with assistance from external consultant) applied to DCR for grant assistance to help fund the implementation (construction) costs needed to complete the major projects. These projects from the drainage study were identified in the grant application as: the "North Whitehill Drainage Improvements", the "Battlefield Flood Remediation and Drainage Improvements", and the Hare Street Storm Sewer Improvements".

DCR recognized the need, and in turn awarded \$2,800,878.00 for the estimated cost of construction while also approving the City's request to waive the matching funds requirement. The CFPF Grants from DCR are all reimbursement grants requiring the funds be expended by the locality and then reimbursed quarterly by DCR through Virginia Resources Authority (VRA).

RECOMMENDATION: Request Council adopt the attached appropriation ordinance in the total amount of \$2,800,878.

Randall Williams and Darryl Walker gave an overview of the request.

Elso DiFranco, General Manager of AMPAC, gave an update and overview of AMPAC.

Mayor Parham opened the floor for public comments.

Barbara Rudolph, 1675 Mt. Vernon Street, stated, "I looked through this a little bit in the agenda packet and it sounds great. But I have one concern after reading the materials. The initial letter mentioned the grant agreement. And from the date that the grant agreement was sent over there would be a 90-day interval for the city to sign and approve it. Which is what you are coming to do tonight. A date on the grant award document in the package was November 1st. So, if that is when Petersburg got it, and I don't know but I think that this is something to look at, if we did indeed receive it on November 1st, we have passed that period. It would have been right at the end of January. This is February 21st. I am hoping that we did not miss a deadline that we needed to meet because the letter did say that if the 90-day approval did not come the money would be rescinded by the state. Thank you."

Mr. Altman stated, "To address Mrs. Rudolph comment, we have had conversations with DCR with regard to our meeting scheduled and when we could get a public hearing scheduled. They are very comfortable with us approving it this evening regardless of the 90 days that was in the letter. So, we have been communicating with DCR and we have addressed the issue and they are looking for our approval this evening so we can move forward with the project."

Richard Stewart, 129 Rolfe Street, stated, "The question that I want to understand is that all the water runs down the hill in Petersburg. You have Lieutenants Run, Brickhouse Run and everything running into the Appomattox. And that is a mess. What I am saying is that I do not know where Lakemont is. Why are there not any pictures to show what work is going to be done. I am not against it but why are there not pictures. I do not know where Lakemont is. I am concerned about the Appomattox. Thank you."

Mr. Walker stated, "The actual design of the project has not been completed as of yet. We are in the midst of one project. We are going to be starting the design on another one as soon as we get the preliminary

study completed. The pictures are not at the point of where we can actually present anything. The design has not really been done on the project yet. We are just getting the money set so when the design is completed, we can go begin construction.”

There was discussion among city council and staff.

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

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

23-ORD-8 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 IN THE AMOUNT OF \$2,800,878

- d. A public hearing and consideration of an ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street.

BACKGROUND: The City Council of the City of Petersburg adopted an ordinance authorizing the sale of property along River Street and the Appomattox River to establish green space and a location for outdoor events. The sale of the property has been closed, and the property was transferred to the new owner.

The vacation would result in closure of the roadway along River Street between 3rd Street and 5th Street. The property owner owns property located at 240 River Street to the South of River Street, and 277 River Street to the North of River Street.

The owner is requesting the vacation of City Right of Way on River Street, between 3rd Street and 5th Street, to facilitate use of the recently acquired property along River Street and the planned event space use.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and considers an ordinance authorizing the vacation of Right of Way.

Reginald Tabor, Planning Manager, gave a briefing on the request and consideration.

Mayor Parham opened the floor for public comments.

Jeff Fleming, 1819 Chuckatuck Avenue, stated, “I am all for development and green space and all for putting us on that map. But I haven’t heard where safety as been looked at in this. You have a railroad that goes through there. I am quite sure that you have heard of recent events in Ohio about the derailment. How would fire get back there? You are talking about an event space, and you have people. How are we going to get down there should someone get hurt. You have a river right there. How would EMS or fire get to the river should you have a river accident. I do not think that these things have been covered. Nothing has come cross my desk. And before we vote on it, I think those things as well as the hydrants back there, should we have a major fire down there, we would use those hydrants. There is a lot of things with a safety hazard. But no one has really looked at the safety. And then you are going to have people down there. How are you going to get them out of there? From my understanding they are going to tear the entire street up. We have a policy in the department that we do not take our engines off of hard surfaces. They will sink because they are so heavy. So, has anyone looked at that before we make any decisions on vacating that right away. Thank you.”

Richard Stewart, 129 Rolfe Street, stated, “My first question, and I am an engineer, I went to school for engineering, but why do they do a topographical view all the time. Why don’t they give side views that you can actually look down the street. Now my understanding is that River Street goes by the old train station to have events. You have to be careful of what you have down there by the river. You need a better view. Maybe a side view or front view in addition to that. I hope that you all will bring some side views and you will get a better

view.”

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

There was discussion among city council and staff.

Council Member Myers made a motion to deny the petitioner’s request. Council Member Jones seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

- e. A public hearing on an ordinance to amend and re-adopt Sections 110-10; 10-11; and 110-12 of the City Code pertaining to Augmented Fine Streets.

BACKGROUND: On January 17, 2022, City Council adopted a Resolution directing the City Attorney to “to bring forward recommendations for consideration by Council at its next meeting in February or as soon thereafter as practicable, to amend Sections 110-10, 11, and 12 of the City Code to facilitate other local, non-state through ways throughout the City of Petersburg without the requirement of a petition or traffic-study, to the extent permissible under the Code of Virginia.”

RECOMMENDATION: Adopt ordinance.

Anthony Williams, City Attorney, gave an overview of the request.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Myers made a motion to approve the ordinance as proposed. Council Member Jones seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

23-ORD-9 AN ORDINANCE TO AMEND AND RE-ADOPT SECTIONS 110-10; 10-11; AND 110-12 OF THE CITY CODE PERTAINING TO AUGMENTED FINE STREETS.

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

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

History

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

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

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

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

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

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

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

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

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

The Commission voted to recommend denial of the petition.

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

Request

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

The City Council referred the item to the Planning Commission for review. The Planning Commission considered the item during the January 5, 2023, Planning Commission meeting. During the Public Hearing, the representative of the Developer spoke. Also, during the Public Hearing, the Acting Director of Public Works spoke, and he provided correspondence that includes a recommendation on the item. Following the Public Hearing, the Commission voted to recommend denial of the request.

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

Reginald Tabor, Planning Manager, gave a brief overview of the request to adopt the amendments.

There was discussion among city staff and council members.

Council Member Cuthbert made a motion to readvertise and table until the March 21, 2023, agenda with a legal opinion. Council Member Westbrook seconded the motion.

There was discussion on the motion.

Council Member Westbrook rescinded his second to the motion made by Council Member Cuthbert.

Council Member Cuthbert motion dies due to a lack of second.

Mayor Parham opened the floor for public comments.

Chip Dicks, petitioner, stated, "I would like to take moment to introduce the two owners if I could, Mr. Burt Cutright and Mr. Eric Olson. These two gentlemen came to Petersburg in 2008. And they invested \$60 million dollars in the city. And they built 336 apartments, and they are out there today. They are quality apartments. They are exactly the kind of apartments that we need in the city. Particularly the pharmaceutical companies are coming and economic development. And the feedback from a number of members of council will change the development plan from single family housing to building apartments just like the apartments that we have. So, I appreciate Mr. Tabor explaining the project. I mentioned a couple of things and in your packet is a couple of pictures that show the project. I am sure that most of you all have looked at those. There is a set of cash proffers and there is a proposed ordinance approving the project. So, I commend those to you. Again, I am going to try to respect your time with this. There are a couple of issues that have come up and I have got some sheets to pass out. In addition, to the question about the planned unit zoning, I am going to address that upfront and I am going to address the final issues. In the approval from 2008, there is an ordinance that was adopted. And one of the ordinance provisions speaks to what happens to a planned unit development which is different and what happens in other circumstances. So, when you look at the ordinance itself it speaks to a number of different things that are appropriate for planned unit development. And those things include creative land use, flexibility for natural land circumstances, special preservations for community facilities and all those types of things. It talks about a process for amending the planned unit development. This speaks to the fact that you go through the planning commission and city council, and you come back to city council for that. There is also a provision that deals with the abandonment of community development. And that is section 8 of the ordinance. And that ordinance provision, speaks to an abandonment of a prevision with respect to a two-year timeframe under the ordinance. And it talks about a two-year extension, and it talks about the fact that there is a reversion automatically to the original zoning. That got changed as part of the 2008 rezoning and that provision was changed to say that if there was not a completion of the planned unit development, which it wasn't, by March 1, 2013, that city council may decide to adopt an ordinance to revert. But this provision here in 2008, prompts the provision and the ordinance with respect to planned unit development. So, the next thing I would like to talk about for a few minutes is Poor Creek. Because it has been a lot of conversation about Poor Creek. And there is a history here to think about. Number one, in 2008 the Department of Public Works said that in order to reduce the impact and accommodate the impact of this project of 336 apartments plus what was proposed to be the commercial area under the 2008 zoning, you need to pay about a quarter of a million dollars in cash proffers. And that in fact was paid. That supposedly addressed the entire impact of this Harrison Creek Development on Poor Creek. A year ago, when this PUD (Planned Unit Development) application was filed and negotiating with the Department of Public Works, the decision was and the recommendation that you need to pay another cash proffer of a half of million dollars. And that would offset the impact on Poor Creek. There was no objection from the Department of Public Works a year ago. And there was a requirement for cash proffers of a half a million dollars to be paid on a per unit basis. That comes in at about \$4,000 a unit. So, when this went to the planning commission last January 2022, public works had no objection and said this is not a problem there is sufficient capacity at Poor Creek as of January 2022. It is right in the Planning Commission minutes. What happened was, that Councilman Cuthbert requested that the Department of Public Works reevaluate. So, the Planning Commission meeting was on the 2nd of February. On January 31st, that request was made by Council Member Cuthbert. And on February 1st, a letter was issued saying Department of Public Works has concerns about the impacts on Poor Creek and until

the Poor Creek Project is completed, we are concerned whether or not you should go forward with this project. The answer is that Poor Creek is required to be completed by 2025. This development in terms of timing will be completed about the same time. And this project developer is paying over a half a million dollars to address the impact on Poor Creek through cash proffers that was negotiated directly with the Department of Utilities. So, those are the comments if you will on Poor Creek issues and I will be happy to answer further questions about that. Now, it goes back to the real financial impacts of this project and the benefits for the City of Petersburg. So, on the first page there are one-time payments to get paid and it is over 2 million dollars broken out into a half a million dollars in cash proffers, sewer connection fees in over a million bucks, water connection fee in over \$350,000. The total of water and sewer fees right at \$2 million. Then there is all these inspection and permit fees. Again, over \$2 million in one-time fees paid to the city as a result of this additional 120 units. The next page on the back page it talks about what the annual assessments will be and what the annual revenues are for the city over the life of the project at the current tax rates. So, the real estate land assessment is \$15,000, not much. The real estate tax assessments are \$190,000. Personal property cars that will be there for management is \$116,000. So, you look at the total amount of annual revenue under the current tax rate of \$322,000 paid by this portion of these 120 units that is before you tonight under consideration. Then the utility revenue is \$73,000 broken out. So, the annual revenue with current rates is \$400,000 a year. So, in addition to \$2 million dollars upfront you get \$400,000 a year. So, I would ask you to think about this. How often do you have a proven developer who comes in and builds and invest \$60 million dollars in the city. This project is going to be somewhere between \$10-11 million dollars on top of the money that is already invested. These revenues are the revenues that you are going to get in addition to what you are already getting for the base project. And so, when you think about, and I look at the economic development brochures and stuff, and what I see is the current Acqua Project offered as a tremendous project. And it is. And you think about the pharmaceutical companies that come. I look at this as advantage to serve the investment and the economic development that is coming. And it is already here. And so, this is not a negative on the city at all. And I would submit to you on Poor Creek. And the timing of Poor Creek and the timing of construction of this project fit very well. With that Mr. Mayor, I would be happy to answer any questions that I have reserved for five minutes to close after the public testimony."

Jeff Fleming, 1819 Chuckatuck Avenue, stated, "Here we go. We are going to kick the can down the road again. This is one of our corridors to our city. And right now, if you look over it is just some burying dirt. We are trying to beautify it. We have the pharmaceutical hub. We want people to want to come to Petersburg. From what I understand this man is willing to spend some money to come here. Why are we making it so difficult? From what I understand and what I was hearing is that they spent \$200,000 the first time then they spent \$500,000. That should have taken care of the problem. Because if I spent it, I will be like look I paid once and I am not paying again. I think you should go ahead and vote for the amendment to this and have this ordinance and stop kicking the can down the road for the next meeting and next meeting and get it over with. Thank you."

Michael Packer, 1245 Woodland Road, stated, "I rise to speak against this particular zoning. First, procedurally, this project was not advertised properly in accordance with the state law. The attempt to cause it to be placed in the newspaper, and the newspaper saying that you did not timely request it. And if you asked for it a week earlier, then you would have gotten it in on time, but you did not ask for it on time. The newspaper said that we could not put it in until the 10th. The clerk said fine and that is what she wrote it for. It does not meet the requirements of the statute and it was not a mistake and it was not published. So, that is an error that would cause any action that the council takes to tonight to be void and unenforceable. Also, the ad failed to give a description of what was being proposed. All it said was to change proffers, and what it needed to say was to change proffers from commercial to multi-family residential. It did not say that or give the citizens any indication of what the changes what have needed to be. A descriptive summary is necessary and that did not occur. Finally, the petition before you only involve a request to change proffers. It does not ask for a change in the plan development. The plan development currently shows commercial on the front. And then the developers are going to have to come back to you again and petition for a change in the development plan in order to build the departments. Now for the substance, there are a 120 kitchen sinks proposed, 120 dishwashers, 120 washing machines, 180-bathroom sinks, 180 bathtubs and 180 toilets going in this 120-unit apartments. That is 900 fixtures that will be hooked up to the Poor Creek system. The council approved this PUD in 2008 showing apartments in the back and commercial in the front. And the developers built their

apartments, and I am sure they did not have leases at the time. They built the apartments because they knew they would be able to rent them, but they did not build the commercial in front because they knew if they asked for apartments for the whole at that time council would not approve it. So, the council said we will approve apartments in the back and commercial in the front and you should finish by 2013. And if you do not finish up by 2013, then we may bring this back before us, and it will not be a vested interest. Now ten years after 2013, and the developers have come back and said, 'we do not want a PUD at all. We want a R-5 development, multi-family apartment complex development.' It is strictly an R-5 apartment under the guides of planned unit development. I am going to find it very interesting on what the professionals of the planning department say about their recommendation in this regard. The planned unit development requires that a development in a PUD be in accordance with the comprehensive plan. Your ordinance says that it is not in compliance with the comprehensive plan. Also, your ordinance requires that your PUD's be mixed use, and this is not a mixed use. It is all apartments. So, for that reason I suggest that you deny this petition. Thank you."

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

There was discussion among city council, the petitioner, and staff.

Council Member Jones made a motion to approve the request and ordinance. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Jones, Myers, Westbrook, Hill, and Parham; Abstain: Cuthbert; Absent: Smith-Lee

23-ORD-10 AN ORDINANCE AMENDING THE PROFFERED CONDITIONS PREVIOUSLY ADOPTED WITH THE REZONING OF THE PROPERTIES LOCATED AT 1220 HARRISON CREEK BOULEVARD, T.P.# 040030805, 1225 HARRISON CREEK BOULEVARD, T.P.#040030806, AND 1255 HARRISON CREEK BOULEVARD, T.P. 3040030807.

- g. A public hearing 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.

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.

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.

Reginald Tabor, Planning Manager, gave a brief overview of the request to adopt the amendments.

Mayor Parham opened the floor for public comments.

Michael Packer, 1245 Woodland Road, stated, "I ask to speak in favor of this particular amendment text of the city's zoning ordinance. As I am sure that much council members understand, our ordinance was written in 1972. It is an ordinance that starts with agriculture and goes all the way down to M-2, Heavy Industrial. And it carries the uses forward and it does not cut off those uses until you get to the industrial area. And it lets the residential uses pyramid down so that now in your business districts you can have R-5 apartment complexes as a matter of right. And there are certain places in Petersburg that had been businesses for many years that are no longer business places where the structures may have been removed or structures may have remained. There might be some interest to cause those to be multifamily units. The highest and best use of those properties though are for business. Right now, the zoning ordinance will not allow you to prohibit the multifamily uses from going into those business areas. This ordinance cuts off the pyramids so that the R-5 are not allowed in the business district unless they first come to you. If council determines that multifamily is appropriate at that particular point you can approve it. Otherwise, the multifamily would not be allowed. The Economic Development Authority thought that this was an important change that needed to be made in the zoning ordinance. We brought it forward through the Director of Economic Development to the planning folks. And it is now before you and we ask you to support it. Thank you."

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

There was discussion among city council and staff.

Council Member Cuthbert made a motion to approve the ordinance and request.

Motion dies due to lack of second.

Council Member Myers made a motion to table item "g" & "h" and add this to city council's next work session and to have printouts provided during that time. Council Member Westbrook seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

- h. A public hearing 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.

Item "H" has been tabled with item "G" to be moved to the March 7th meeting for discussion.

- i. A public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 – Bollards for Historic Properties.

BACKGROUND: The City of Petersburg has established and maintained Historic Districts to protect and preserve historical landmarks and resources within the city.

Most of the city's historical landmarks and resources are located on properties within the city's local historic districts and they include historic elements that are irreplaceable. Such historical elements are threatened by motor vehicle drivers who may crash into them, causing damage. Several owners of these historic properties have indicated that they would be willing to contribute the cost of bollards for protection of their properties if the city were willing to permit installation in the public right of way.

RECOMMENDATION: It is recommended to schedule a public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties.

Council Member Cuthbert gave a brief overview of the request to adopt the ordinance.

Mayor Parham opened the floor for public comments.

Joe Battiston, 1 South Sycamore Street, stated, "Thank you for the opportunity to speak City Council. I support the bollards. The only thing that I am really going to say is that it should be in certain situations here the cost should not be by the property owner. In a case like this particular one where you showed the houses and the fences, yes, because that is not a public safety problem. Those of you that remember when the vehicles went into my building at 2 North Sycamore Street. It happened twice one year and two days apart. A third vehicle almost hit the building. With those bollards there is a good chance that it would not have gone through that building. That is three times on the same exact building. We used to have these electric eyes on the front of the building. There were there in the 40s or 50s, whenever they were put in and they were considered the first electric eyes in the south. They got taken out by the first vehicle that went into the building. They went right through the front door of the drugstore. They lasted there for many years and then three years in a row we had this incident occur. I am not really concerned about the building as much as I am concerned about the public safety. When I purchased those properties at that intersection, you were lucky to see one or two people a day walking the street. Today, you get those numbers in a matter of minutes. There is a tremendous amount of people walking the sidewalks now in that part of time. I am worried that if someone comes from South Sycamore to North Sycamore and runs that red light, the first thing they are going to do is push a car in that direction. And all you need is people standing there looking in the window or walking along the sidewalk to be taken out. Nothing should be for the property owner. That is a public safety issue. I would like to see that it be looked at. Now, Mr. Cuthbert mentioned the ARB (Architectural Review Board). Now, we did bring it up with the ARB and I think that it is going to be well accepted to protect some of these properties. But the homeowners that want to protect their fences and stuff, that is probably not a bad idea to offer them the opportunity to protect their property. Mines is a little bit different because I believe that it is a public safety issue. I can provide you the pictures because I do have those pictures. That is pretty much all I have to say. I think that it is a good idea to allow people to have the opportunity for bollards. Thank you very much."

Claudia Bezaka, 205 South Sycamore Street, stated, "The building is protected by this rod iron fence that built in the 1850s. And that fence in 2021, two car accidents hit one side. July of that year another car, drunk driver, hit the other side. In November 2022, another came within a foot of the fence again. So, the concern is that there are buildings with senior living across. There is a bus stop right at that corner where the cars are actually hitting the fence. So, it is a public issue, but it is also a issue of damage to property. And with that context, these bollards would create a safe separation between the vehicles on this very high dense area and the people, a safe separation between those two. It can block the vehicles from damaging property and damaging people providing a buffer. The impact of the vehicle can be taken by the bollard. It also serves as a guide for motorists, because it is a visual guide so they can actually see it. So, for that reason I am asking you to support the ordinance at the expense for public safety. I am not sure how that works at this point. After three strikes, one close one, I am encouraging you to look at this ordinance and approve it so that we can keep our property safe and the citizens safe as well. Thank you."

Jeff Fleming, 1819 Chuckatuck Avenue, stated, "Everyone knows that I am all about safety and code. I am all for the safety of the bollards, pedestrians and so forth. But legally, where will the actual bollards be located. Will they be located in a public right away? That is not laid out here. Because if it is in the public right away it comes right back to the city that the bollards were installed incorrectly. I know for the fire code it has to

be 36 inches in the ground and 8 inch diameter of concrete in order to stop an impact. So, if we are putting things in the city right of way then it needs to be addressed as how it is going to be put there and where it is going to be put. But I am all in favor of it. How close to a hydrant? It has to be 36 inches from a hydrant. Where are they going to be placed? It just says bollards which mean you can just put them anywhere. So, that needs to be looked at. Thank you.”

Eric Williams, 606 Harding Street, stated, “As an owner of a store in one of these historic properties, one thing that I have a discrepancy with is why the cost of the bollards have to be at the expense of the owner. I feel like those of us who have taken on responsibility ushering these properties into another hundred years. I feel that these historic properties already have a shared investment in the city. So, why would this cost not be shared by the city or perhaps the architectural board? That’s all the questions that I have.”

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

Council Member Cuthbert made a motion to approve the ordinance and request.

Motion dies due to lack of second.

There was discussion among city council and staff.

Council Member Jones made a motion to send this to the Planning Commission to come back with a recommendation at the business meeting in March (March 21st). Council Member Cuthbert seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Westbrook, Hill, and Parham; Voting No: Myers

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

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

Bill Kinney, 1722 Buckner Street, stated, “This is my first time here to ever attend a city council meeting. I have been a resident for 38 years. I wanted to come here tonight because the question that I have on my heart is pretty important, I think. On February 3, 2023, there was a horrible accident that occurred in Ohio when numerous rail cars carrying toxic chemicals exploded and caught fire. Local citizens were evacuated, and water supplies were contaminated, and citizens were becoming ill. And fish and birds were dying. In Petersburg, we have numerous trains passing through our city. We do not know what is in these trains nor do we know the conditions of the rails that are being used. There is no indicator of when these rails were last inspected. We have no idea when the rails, bridges or signals were inspected. Is there any contingency plan in our city? Should there be a derailment occurring containing hazardous materials and has that plan been exercised on routine basis? What kind of evacuation procedures are in place to notify citizenry in Petersburg? Are there any inspections being performed periodically on railroads coming through Petersburg to ensure that they are safe? We need to take care of every preventive step possible to ensure that the citizens of Petersburg are safe from disaster. What we do here tonight can possibly prevent a death or injury to thousands of citizens. Setting and enforcing safety standards on the rail industry is just as important on the regulations of flight and trucking. We need to get it right now. We cannot wait until tragedy occurs. We have to be like those in Ohio who are not getting the help nor answers that they need. We have to get the answers now. We have to have the answers now. And that is what I want. I want the answers for our city now.”

Mayor Parham stated, “Thank you Mr. Kinney. We will definitely research on the railroads and come up

with those inspections for you. So, look forward to having that at the next meeting. Thank you.”

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

Council Member Cuthbert stated, “I have no report.”

Council Member Jones stated, “I have no report.”

Council Member Westbrook, stated, “For the sake of time I will try to keep it as brief as possible. But I do have a report. I cannot let this opportunity pass. First of all, I would like to shout out the Petersburg High Wrestling Team. For the first time in 17 years, they had two people to place in the state wrestling finals. So, I just want to make sure that they get their notoriety. And hopefully once the basketball team gets their accolades over the next few weeks. When we bring the basketball team in, we can bring in the wrestling team as well. And with that I do want to make sure with the youth that the PHS Forensic Team is competing in the super regionals under the direction of Ms. Terry Smith this weekend at the Lafayette High School in Williamsburg. So, again that sport of verbal discourse is growing. If you have been hearing me over the past few months, the speech and debate is growing. We are charged by the Richmond Forum to bring this to the urban communities so that people of color and the youth can become better public speakers and learn better how to solve their conflicts through talking and not through violence. So, shoutout to the five people from Petersburg High on the forensics team. With that being said, not to call out the Progress-Index, but I am a little concerned that the sports section always calls out the high school basketball and football team but sometimes the sports of wrestling, forensics, track, soccer, and baseball do not get as many varieties of recognition in our own paper. And I hope that we can start getting the youth their praise. It was something to me in my day when I could see my name and friends in the paper. So, hopefully we can get back to it being in the physical paper. And with that being said, hopefully we can do something about our delivery drivers. This weekend our speech and debate team under the honor’s college umbrella is hosting the HBCU Speech and Debate National Tournament. We have 15 HBCU’s with over 170 competitors coming to this area starting Thursday. It will be Thursday, Friday, Saturday, and Sunday. You will have some of the collegiate youth that are presenting in 11 speech categories and two debate categories. I encourage anyone that is interested to come out and observe what is going on. This is the first time the national tournament has been held since 2019. And this is the first time on the east coast. Normally, it is held down south. So, we want to make sure that we put on a good showing. Petersburg is having the Speak Easy. It is not open to the public. It is a direct group but if you get with me there are some VIP access if anyone is really interested. All events are open to the public to come out on Sunday. If you need direction, just report to the president’s house on campus. Next up is working again. I am all about the youth. Please get with Marquis Allen in Parks and Recreation. Hopefully we can support their first pitch on baseball. Registration closes next week on the 24th as well as first kick with soccer. We are always saying that we want more for the youth, but they are there, and we need to make sure that we are supporting these efforts. As well I am sure they are preparing for summer camps. Lastly, I would like to thank everyone for their Black History Awareness. I know that we still have a few more days and I know that there are some great programs this month. But black history is still going on. It is 365 days to me. But definitely let’s celebrate it as much as we can this month.”

Council Member Smith-Lee stated, “I would like to congratulate VSU Band that was on the ‘Today Show.’ They were fantastic. And they shouted out Petersburg, Virginia. Also, Rodney Stith and the Soul Chronical Band, they were absolutely phenomenal here last Friday night. We have our own David Ruffin here in the City of Petersburg. They were fantastic. Thank you, Rodney and your band, for putting on a fantastic show. Last but not least, we lost a really big icon in the City of Petersburg. He was from Hopewell, but he participated in all the sports in the City of Petersburg. I just want to give 30 seconds of silence for Mr. William Harper. A good man, person, husband, and father.”

Vice Mayor Hill stated, “I wanted to congratulate Virginia State University. I watched them on the ‘Today Show.’ The first thing that came out the director mouth was that they were from Petersburg, Virginia. But I also want to congratulate the Recreation Department along with the library administration for the last month that they have been hosting events here. They have done a great job of hosting the different activities. I just want

everyone to be safe during this summer that is coming up. Get our yards right. We want Petersburg to look well and just be safe in our community. Thank you.”

Mayor Parham stated, “I want to piggy-back on what the Vice Mayor Hill said. I just want to thank Marquis Allen. Because he has done a fabulous job with our black history month programs along with Wayne Crocker. People in the state are looking at it and saying that they want to learn how to do black history programming the way that we have been doing this past month. We cannot thank our people enough. At this time, also I want to thank our Interim Fire Chief, Magann that is back there. I have to give him a shoutout. Chief Magann flew out to California last week to pick up a gentle used fire tiller truck that he brought all the way back here. It is being refurbished and fitted to meet the needs of Petersburg Fire Department. So, I just cannot thank him enough for going above and beyond for getting the residents the apparatus to keep them safe.”

Council Member Myers stated, “I have nothing, but I would like to add an additional 30 seconds to remember Mr. Robert Armstrong. He passed away this morning.”

Council Member Westbrook stated, “Can we add to Mr. Eddie Via, Class of 1984.”

Council Member Jones stated, “Can we add Chief Harvell and Eddie Crawford. May they rest in peace.”

11. ITEMS REMOVED FROM CONSENT AGENDA:

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

12. FINANCE AND BUDGET REPORT:

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

13. UNFINISHED BUSINESS:

- a. Consideration of a resolution to amend the Rules of Council and add Conflict of Interest.

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

RECOMMENDATION: Recommend City Council adopt the resolution.

Mr. Williams gave a brief update on the request.

There was discussion among city council and staff.

Council Member Cuthbert made a motion to adopt the resolution. Council Member Jones seconded the motion.

Council Member Cuthbert made a motion to approve the resolution. Council Member Westbrook seconded the motion. There was discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Westbrook, and Hill; Voting No: Smith-Lee, Myers, and Parham

23-R-15 A RESOLUTION AMENDING THE RULES OF COUNCIL AND ADDING CONFLICT OF INTEREST.

14. NEW BUSINESS:

- a. Consideration of an appropriation in the amount of \$10,158 from the Virginia Department of Environmental Quality (DEQ) for the City of Petersburg’s Litter Prevention and Recycling

Program activities for FY23 – 2nd Reading

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

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

Randall Williams gave an overview of the resolution request.

Vice Mayor Hill made a motion to approve the appropriation ordinance. Council Member Jones seconded the motion.

Mayor Parham opened the floor for public comment.

Seeing no hands, Mayor Parham closed public comments.

There was discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

23-ORD-11 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022, AND ENDING ON JUNE 30, 2023, IN THE GRANTS FUND IN THE AMOUNT OF \$10,158.

- b. Consideration of a resolution approving the Development Agreement for Development of 421 Jefferson Street Petersburg, Virginia between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC.

BACKGROUND: The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 421 Jefferson Street on December 13, 2022. Following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to SGF Developers, LLC shall perform the redevelopment or the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement. The summary documents state the developer will construct a 1300 square foot residential dwelling with three bedrooms and two bathrooms for sale at market rate with a construction timeline of twelve months.

The Development Agreement shall be referenced as set forth fully in the deed of conveyance of the Property from the City to SGF Developers, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

RECOMMENDATION: Staff recommends City Council makes a motion to approve the development agreement.

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

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

23-R-16 A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF 421 JEFFERSON STREET, PETERSBURG, VIRGINIA BETWEEN THE CITY OF PETERSBURG AND SGF DEVELOPERS, LLC

- c. Consideration of a resolution approving the Development Agreement from Development of 1022 High Pearl Street, Petersburg, Virginia Between the City of Petersburg and Entrusted Visions, LLC, and Abe Development.

BACKGROUND: The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 1022 High Pearl Street on December 13, 2022. Following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Entrusted Visions, LLC and Abe Development, LLC shall perform the redevelopment of the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement. The summary documents state the developer will renovate the existing single family dwelling to sale at market rate.

The Development Agreement shall be referenced as set forth fully in the deed of conveyance of the Property from the City to Entrusted Visions, LLC and Abe Development, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

RECOMMENDATION: Staff recommends City Council makes a motion to approve the development agreement.

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

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

23-R-17 A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF 1022 HIGH PEARL STREET, PETERSBURG, VIRGINIA, BETWEEN THE CITY OF PETERSBURG AND ENTRUSTED VISIONS, LLC AND ABE DEVELOPMENT, LLC.

- d. Consideration of reappointment/s to the Appomattox River Water Authority (ARWA) Board.

BACKGROUND: The Appomattox River Water Authority consists of the Cities of Colonial Heights and Petersburg and the Counties of Chesterfield, Dinwiddie, and Prince George. The Authority is responsible for the operation of the Appomattox River Water Treatment plant.

The Authority Board includes one (1) Member and one (1) Alternate Member from each of the political subdivisions. City Council has, as have other as its representatives on the Board and the Director of Public Works as the alternate.

RECOMMENDATION: Recommend City Council reappoint John M. "March" Altman, Jr., City Manager, as the primary, and Tangela Innis, Deputy City Manager, as the alternate member to the Appomattox River Water Authority Board for a term ending December 31, 2027.

Mrs. Lucas gave a brief overview for the request.

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

23-R-18 A RESOLUTION REAPPOINTING JOHN M. "MARCH" ALTMAN, JR., CITY MANAGER TO THE APPOMATTOX RIVER WATER AUTHORITY BOARD AS THE PRIMARY AND TANGELA INNIS AS THE ALTERNATE FOR A TERM ENDING DECEMBER 31, 2027.

- e. Consideration of a resolution on the 2022 Richmond-Crater Multi-Regional Hazard Mitigation Plan (HMP).

BACKGROUND: In 2020, PlanRVA Regional Commission and Crater Planning District Commission began partnering together with twenty-four (24) participating local communities to develop a multi-regional update to the 2017 Crater Regional Natural Hazard Mitigation Plan previously adopted by the City. Coordination for reviews and final draft of the latest update to the plan are now complete, and we are now at the adoption stage. All localities in the HMP study area must adopt this updated HMP for the plan to become effective to begin implementation and ultimately improve local resilience and public safety.

In addition to the important benefits described above, Petersburg's adoption of this updated HMP will ensure that the City, like the other localities, will be eligible to receive grant funding assistance from FEMA's HHPD Grant through the VA Department of Conservation and Recreation (DCR). Funding currently awarded from the HHPD Grant will specifically help Petersburg with design costs for the Wilcox Lake Dam – and in turn should help the City fund other non-design related needs for the dam, including costs related to essential dam maintenance.

Link to review plan:

<https://petersburgva.v8.civicclerk.com/Meetings/Agenda/ItemFiles/DownloadItemFile?id=4258>

RECOMMENDATION: Request Council approve the attached resolution adopting the updated 2022 Richmond-Crater Multi-Region Hazard Mitigation Plan.

Darryl Walker, Stormwater Program Manager, introduced Mr. Ruffa to give update and review.

Jay Ruffa, Crater Planning District Commission, gave a briefing of the request.

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

23-R-19 A RESOLUTION ADOPTING THE UPDATED 2022 RICHMOND-CRATER MULTI-REGION HAZARD MITIGATION PLAN.

- f. Consideration of a resolution of City Council of the City of Petersburg, Virginia declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financing for certain expenditures in connection with courts facilities for the city.

BACKGROUND: Adoption of the resolution will allow the city to reimburse itself for expenditures associated with the new courthouse project that the city has incurred with bond proceeds.

RECOMMENDATION: Recommend approving resolution.

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

23-R-20 A RESOLUTION OF CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCING FOR CERTAIN EXPENDITURES IN CONNECTION WITH COURTS FACILITIES FOR THE CITY.

15. CITY MANAGER'S AGENDA:

Mr. Altman stated that he has no items.

16. BUSINESS OR REPORTS FROM THE CLERK:

Mrs. Lucas stated that she has no items.

17. BUSINESS OR REPORTS FROM CITY ATTORNEY:

Mr. Williams stated, "I have one brief item. You may recall about a year ago that council authorized us to enter into the multi-state opioid settlement agreement with the attorney general's office. Since then, we have been receiving a modest amount of money from the funds that were collected. As well as we have access to the opioid settlement fund. I recently received an email from the attorney general's office indicating that they had additional settlements for which we would qualify. Those are Teva, Allergan, Wal-Mart, CVS, and Walgreens. I anticipate bringing a resolution to council at the next work session for adoption at the next business meeting. The reason that I am bringing this to your attention is that we have a deadline that it has to be adopted by prior to end of next month. So, this is something that we need to make sure is on the agenda and that council approves it to allow us to get more funds from the settlements. And that is all I have."

18. ADJOURNMENT:

City Council adjourned at 9:13 p.m.

Clerk of City Council

APPROVED:

Mayor

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, March 7, 2023, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:04p.m.

1. ROLL CALL:

Present:

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

Absent: Council Member Marlow Jones (absent during roll call)

Present from City Administration:

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

2. CLOSED SESSION:

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(1) for the purpose of discussion pertaining to performance, assignment, and appointment of specific public employees of the City of Petersburg, specifically including but not limited to discussion of the performance, assignment and appointment of a specific public officer of the City of Petersburg; and under §2.2-3711(A)(5) of the Code of Virginia for the purpose of discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community; and under §2.2-3711(A)(29) of the Code of Virginia for the purpose of discussion regarding the subject matter of a public contract involving the expenditure of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of public contract; and under §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice an status update from the city attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the city attorney, specifically including but not limited to discussion regarding Code of Virginia §§ 2.2-3100 et. seq.; 15.2.2204; and other matters requiring the legal advice of the City Attorney

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

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

City Council entered closed session at 3:06 p.m.

CERTIFICATION:

Mr. Williams stated, "The Mayor would entertain a motion to conclude the closed session called today to certify in accordance with §2.2-3712 that the Code of Virginia that to the best of each members knowledge

*Audio available upon request.

that only public business matter lawfully exempted from the opening meeting requirements were discussed and that only such public business matters were identified in the motion by which the closed meeting was convened, heard, discussed, or considered. If any member believes that there was a departure from the foregoing requirements should so state prior to the vote indicating the substance for departure in which he believes has occurred. This requires a roll call vote Mayor.”

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

The motion was approved on roll call vote.

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

23-R-21 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER’S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

City Council returned to open session at 5:49 p.m.

Mayor Parham stated, “Next, I would like to add a resolution recommending approval of Virginia Development Consortium, LLC to deliver Development Plan as part of the Partnership for Petersburg Initiative.”

Mayor Parham read the resolution aloud.

Council Member Myers made a motion to add and approve the resolution recommending approval of Virginia Development Consortium, LLC to deliver Development Plan as part of the Partnership for Petersburg Initiative. Vice Mayor Hill seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

23-R-22 A RESOLUTION RECOMMENDING APPROVAL OF VIRGINIA DEVELOPMENT CONSORTIUM, LLC TO DELIVER DEVELOPMENT PLAN AS PART OF THE PARTNERSHIP FOR PETERSBURG INITIATIVE.

Council Member Myers stated, “I would like to add something to the consent agenda for March 21st. And that is that I move that we add an ordinance to amend and readopt the Petersburg City Code to add Chapter 21 to create an “Arts Council.”

Mr. Williams stated, “Mr. Mayor that was to schedule for a public hearing for consideration for adoption on that day I believe.”

Mayor Parham stated, “This is for today’s consent agenda for the next meeting.”

Council Member stated, “Yes.”

Council Member Myers made a motion to add to the consent agenda to hold a public hearing on March 21st the consideration of an ordinance to amend and readopt the Petersburg City Code to add Chapter 21 to

*Audio available upon request.

create an Arts Council. Vice Mayor Hill seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

3. ADJOURNMENT:

City Council adjourned at 5:54 p.m.

Clerk of City Council

APPROVED:

Mayor

DRAFT



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing and 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 34)**

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 ^{South} ~~Petersburg~~ 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

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 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:

COPY TO:

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

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

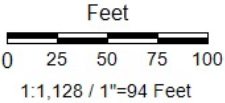
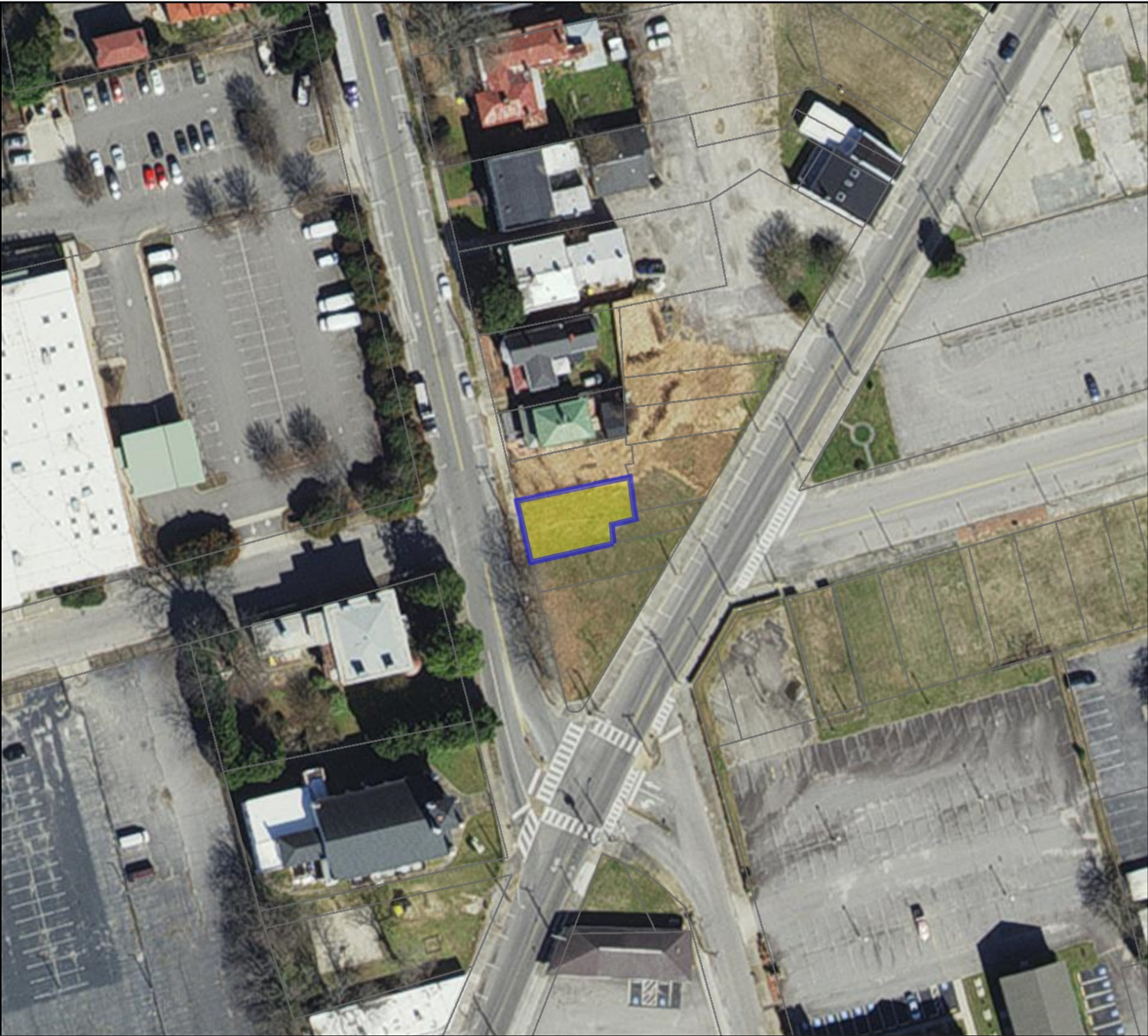
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$9,400	\$9,400	\$9,400	\$9,400	\$9,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,400	\$9,400	\$9,400	\$9,400	\$9,400

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

-  County Boundaries
-  Parcels



Parcel #: 022180011

Date: 2/13/2023

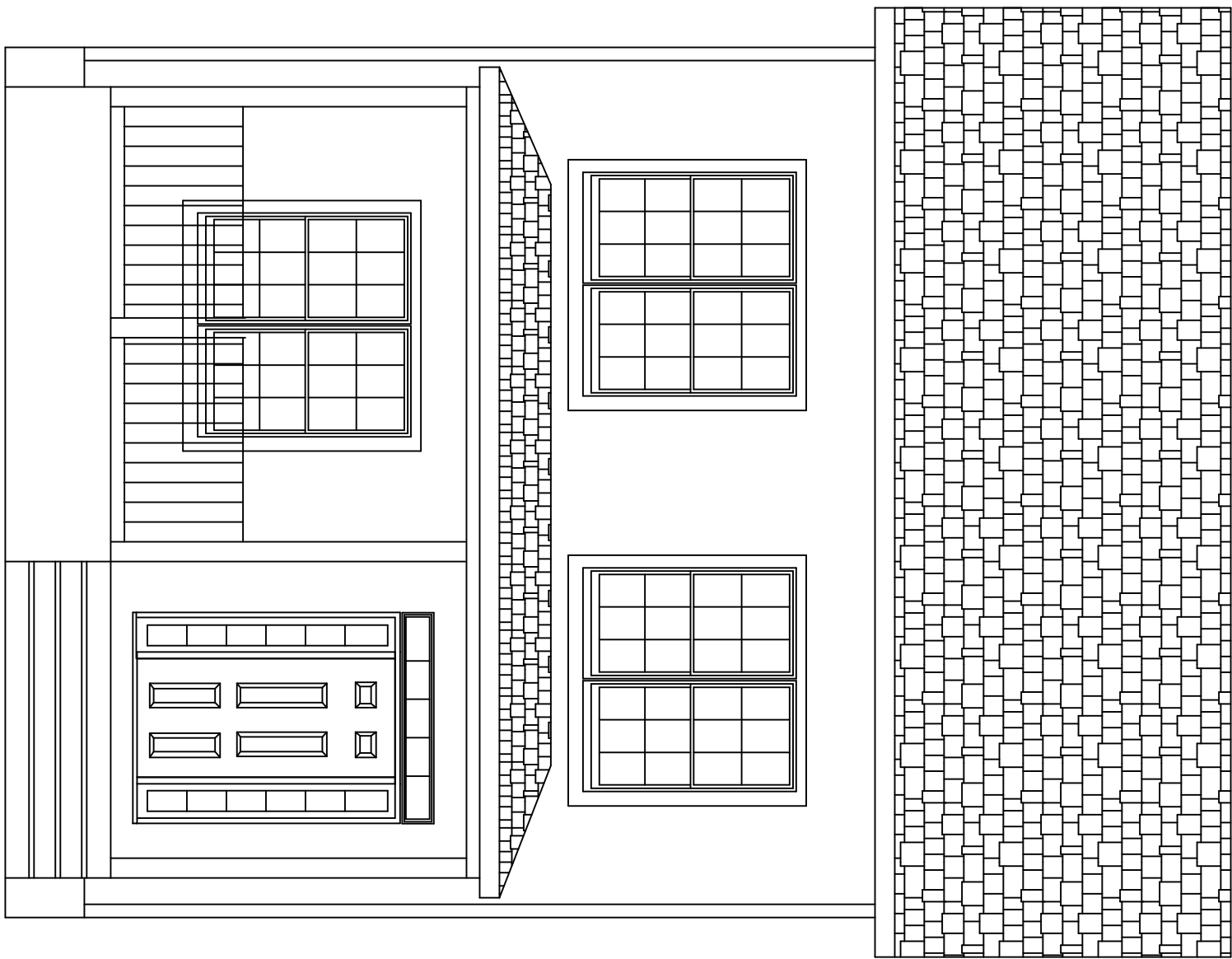
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Proposal to Purchase City-Owned Property



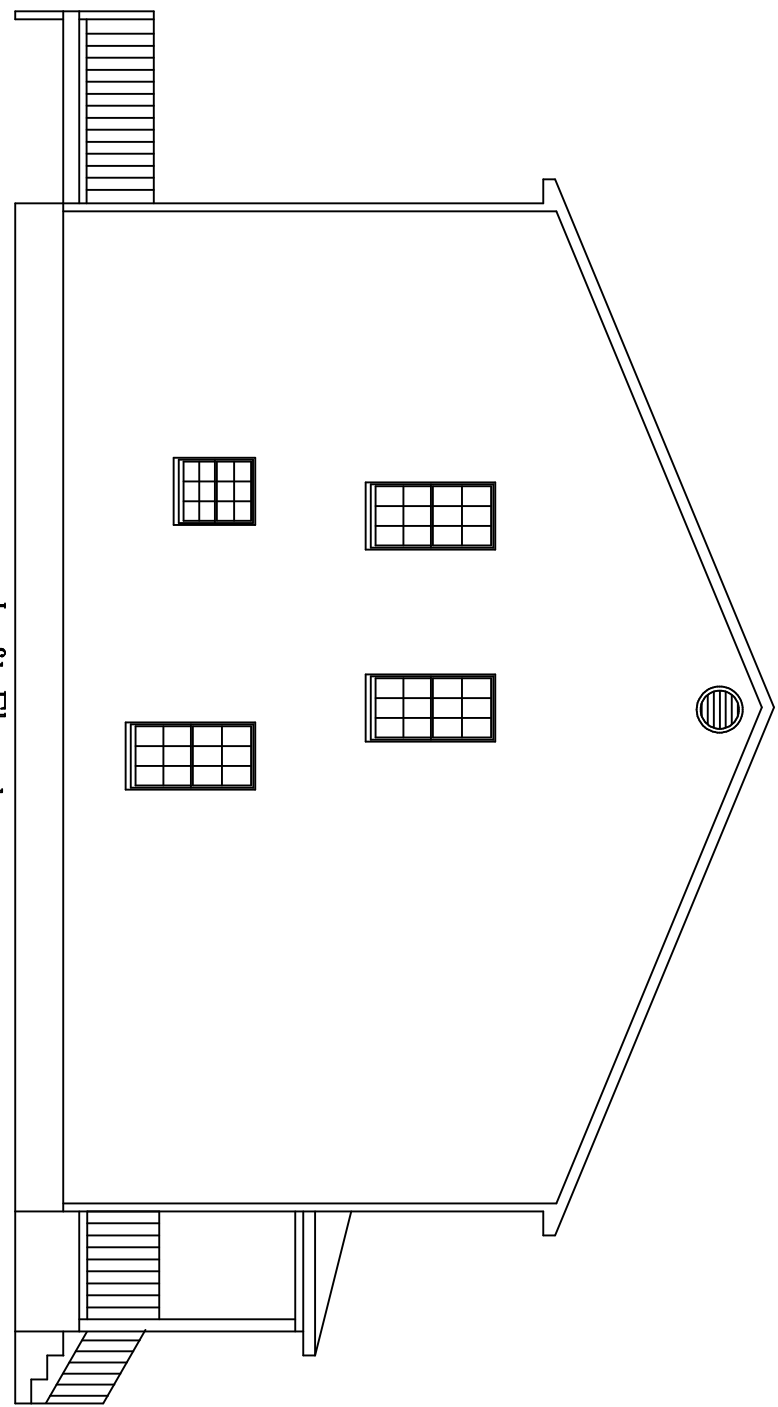
Purchaser									
Project Name	137 Market Street								
Property Address	137 Market Street								
Parcel Number	22180011								
Year Constructed									
Project Developer	Elvin Snead								
Contact Name									
Address	617 Winnetka Avenue						8045191250		
	Richmond VA								
Email									
Experience/Qualifications									
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		





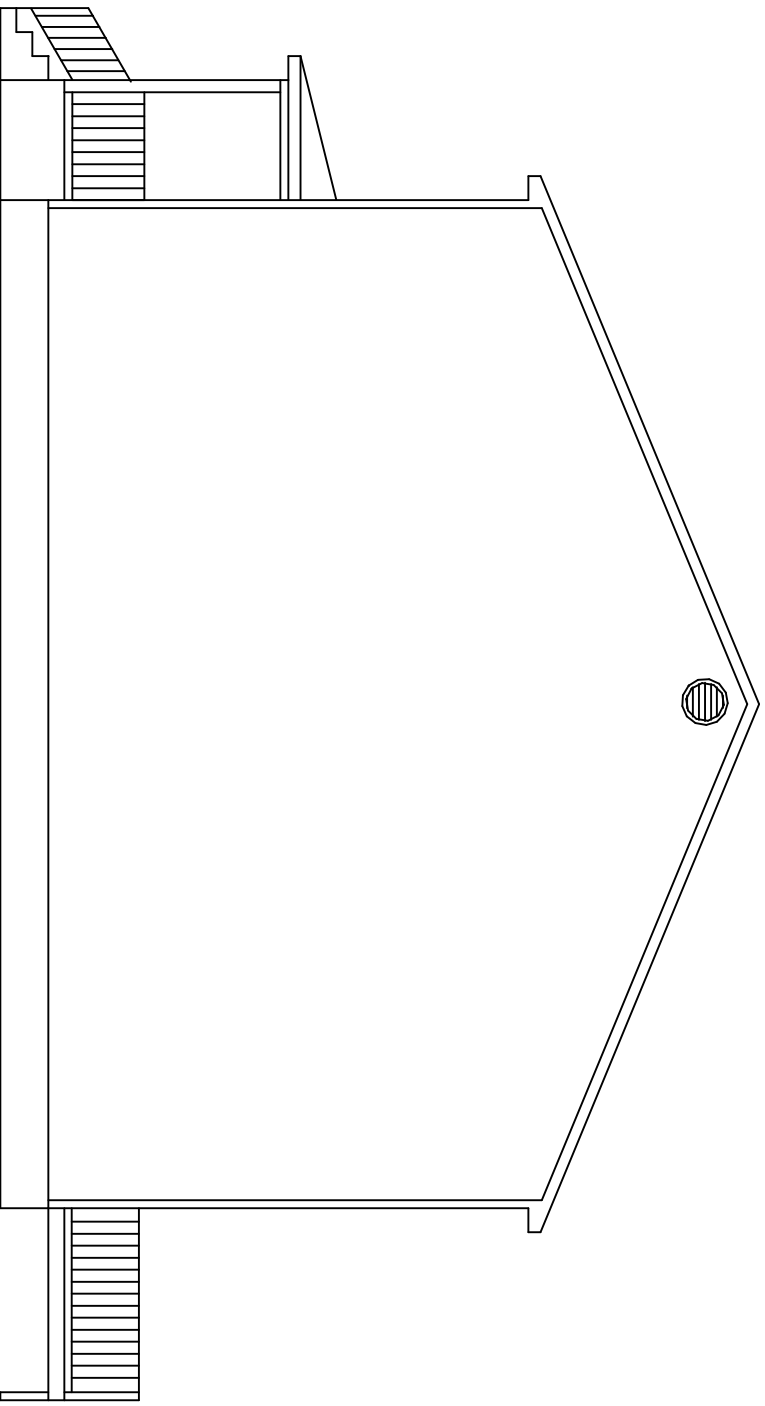
Front Elevation

Scale 1/4"=1'



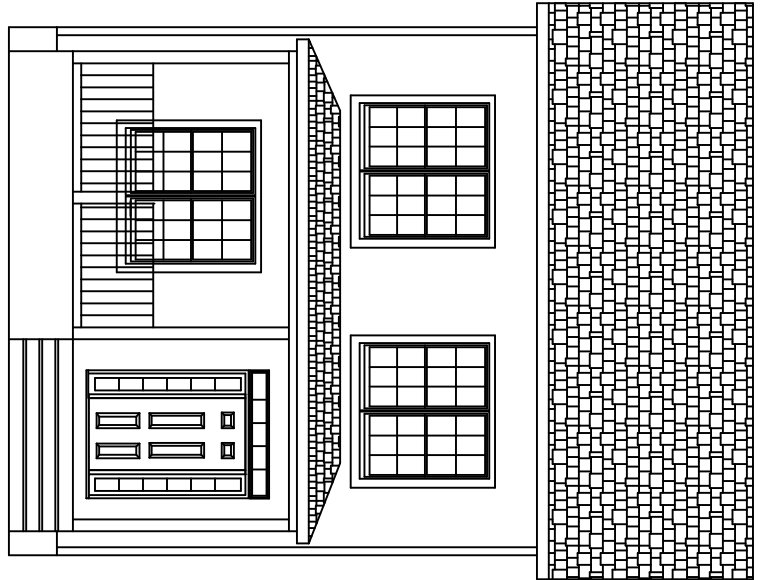
Left Elevation

Scale 1/8"=1'



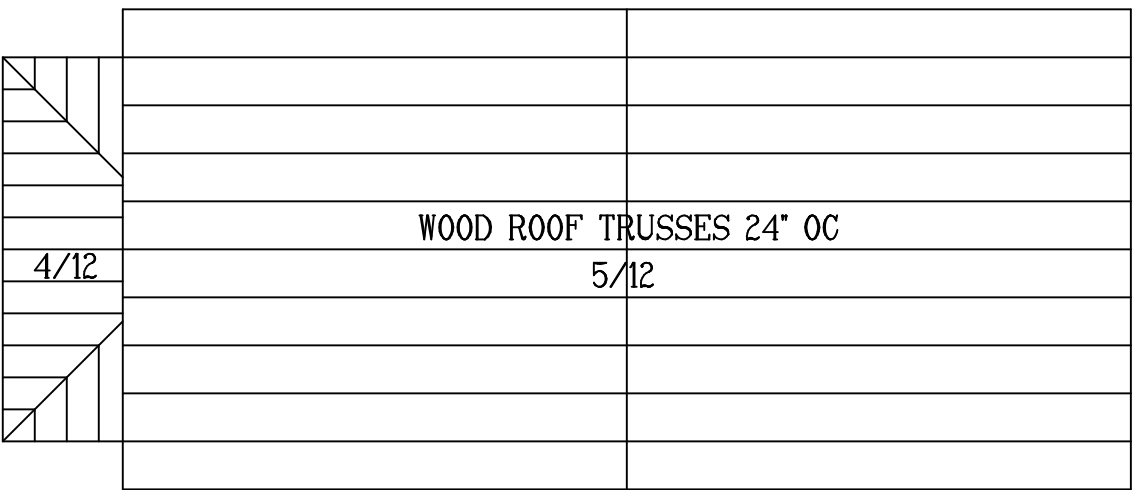
Right Elevation

Scale 1/8"=1'



Front Elevation

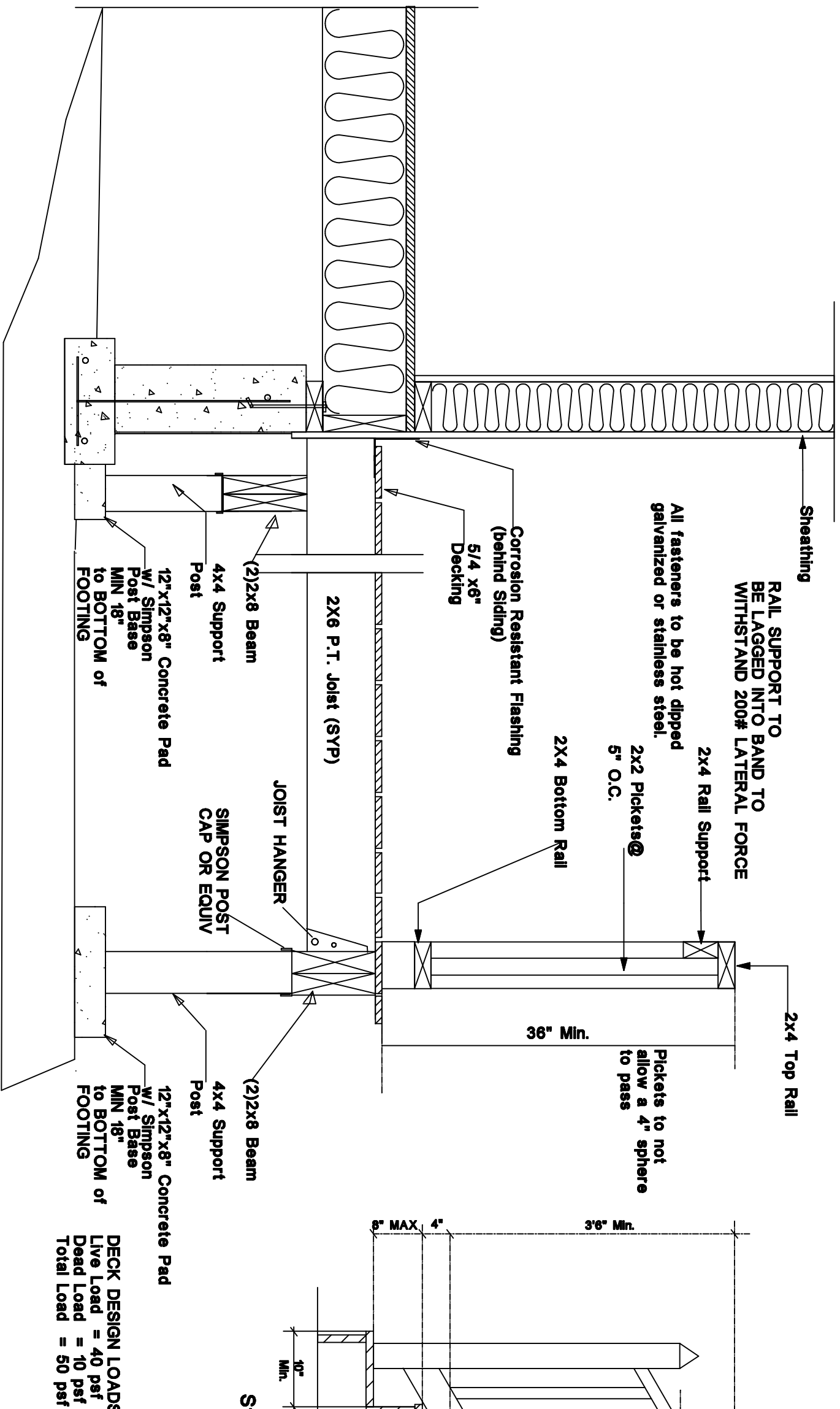
Scale 1/4"=1'



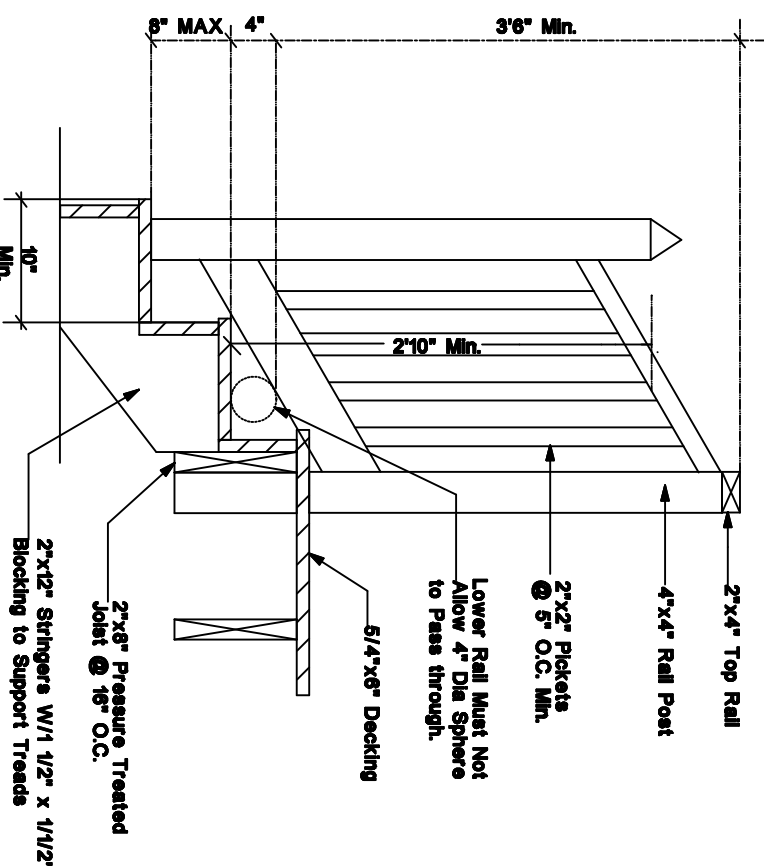
Roof Framing Detail

Scale 1/8"=1'

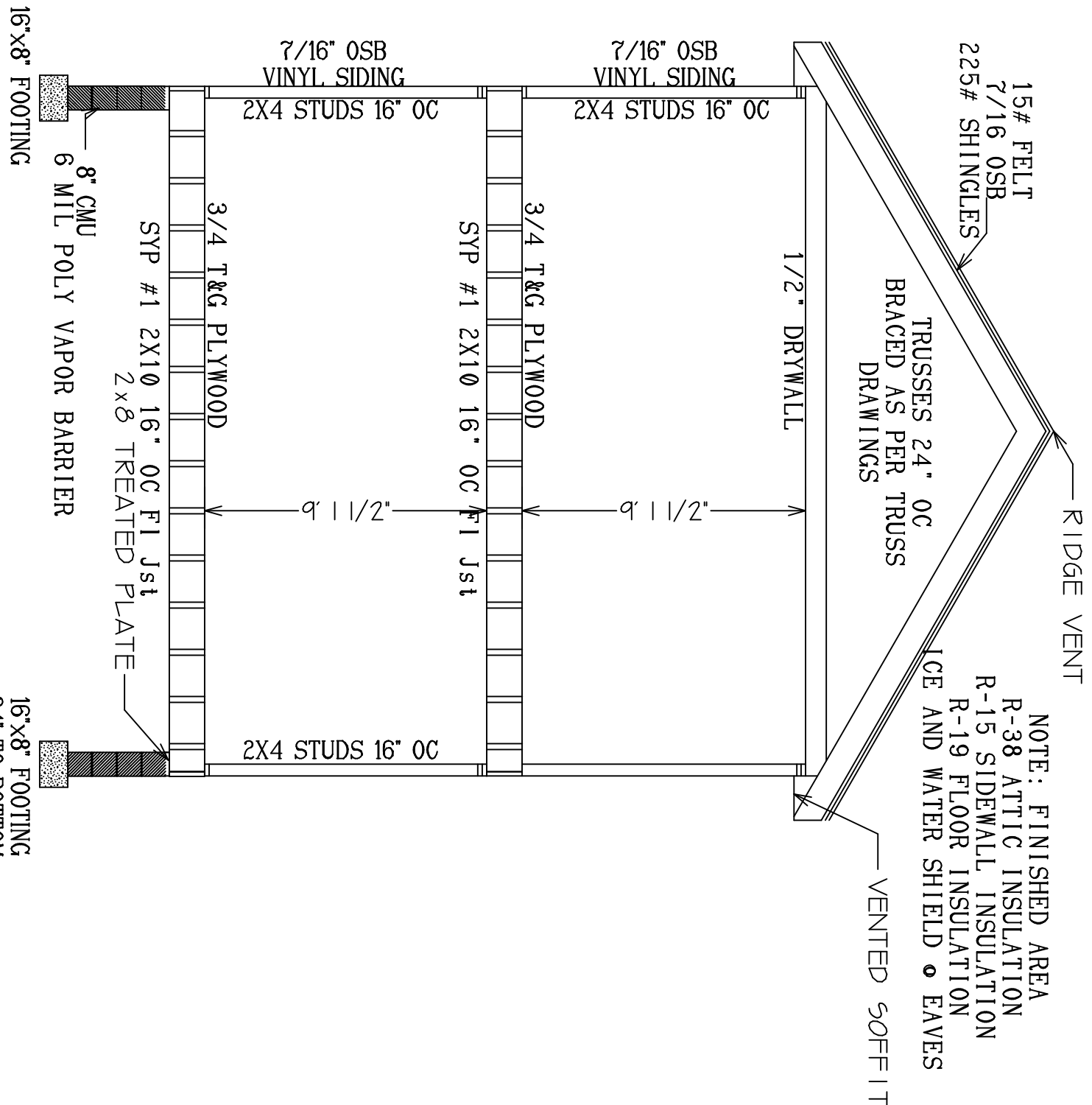
THIS PLAN IS DRAWN TO MEET
IRC 2015 & VRC 2015
BRACED WALL LINES USING
PRACTICAL METHOD



DECK SECTION



Stair Section At Deck



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

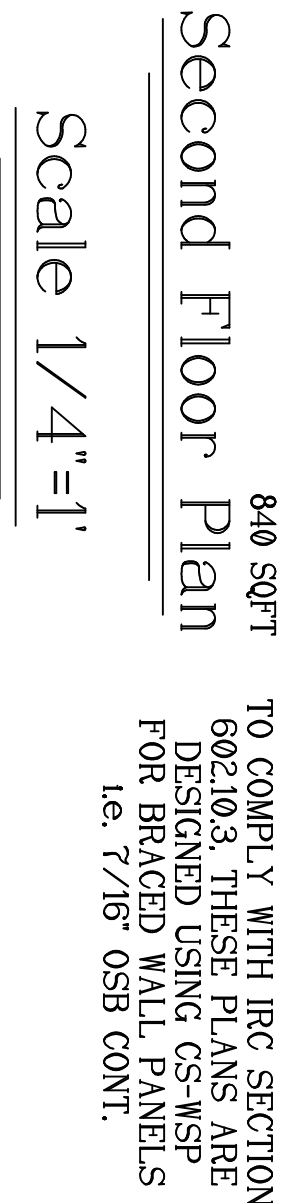
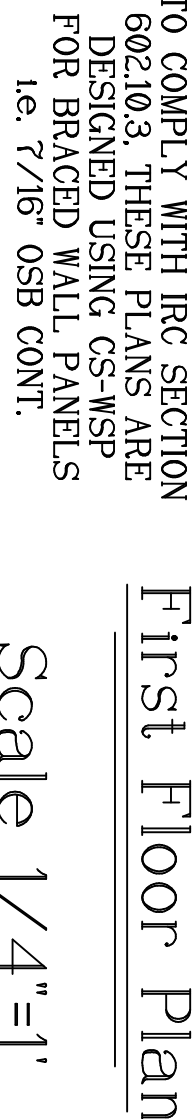
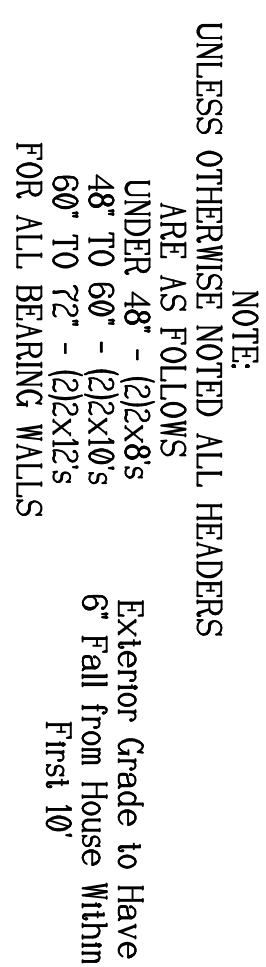
7/1/21

ELEVATIONS

PLANS DRAWN BY

BRAD PRICE

1 OF 2



THIS PLAN DESIGNED BY

NetCaddDrafting

PLANS

DATE OF PLANS	7/1/21
PLANS DRAWN BY	
BRAD PRICE	



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing and 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 57)**

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: 3/21/2023

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

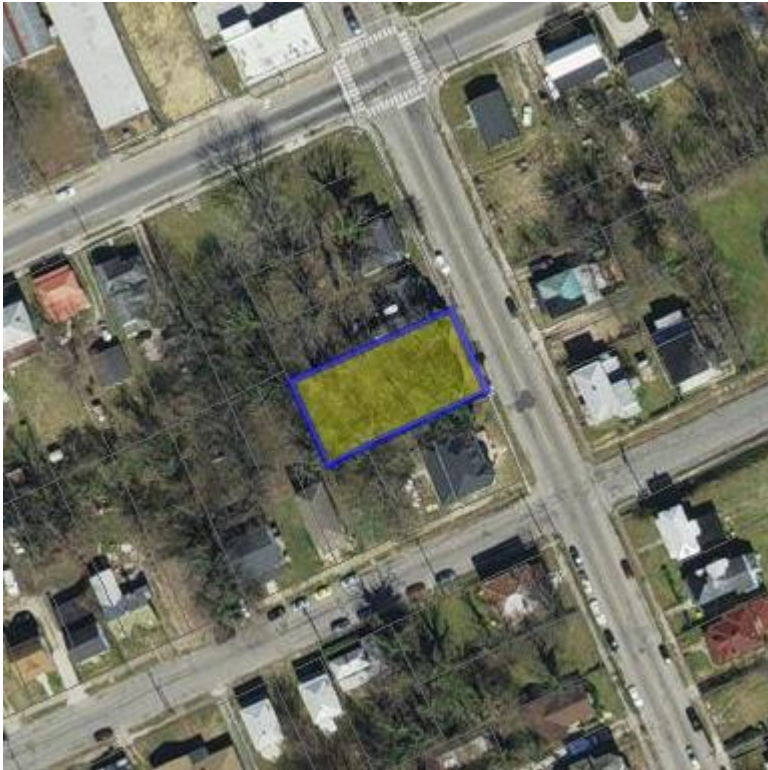


**Brian A. Moore
Director of Economic Development
Petersburg, Virginia
March 21, 2023**

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:

COPY TO:

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

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

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

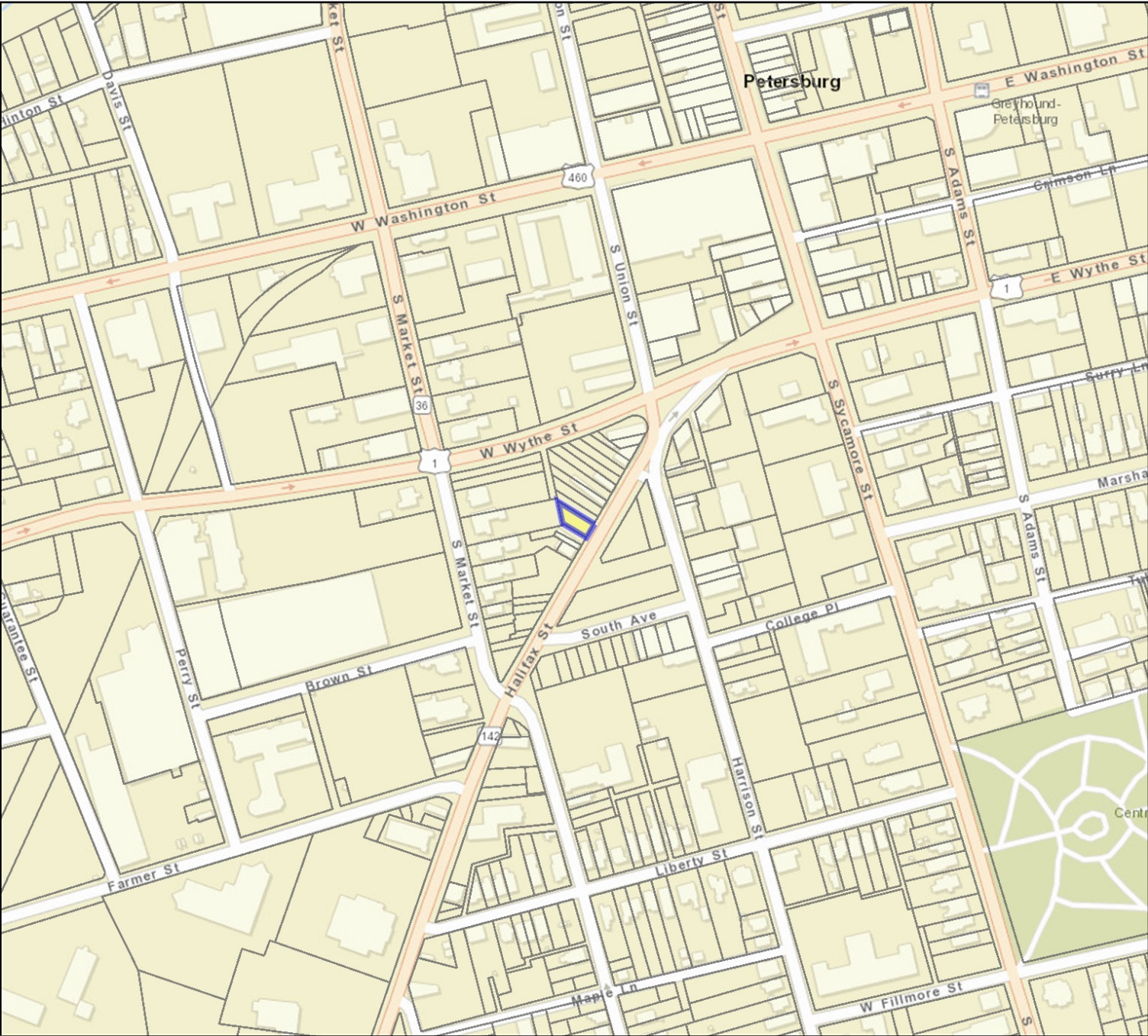
Property Tax (Coming Soon)

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

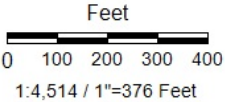
Legend

- 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		Yes	No			
Comp Plan Land Use		Conformance	Yes				
Zoning	B3	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	\$ (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 21, 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 of Petersburg Code of Ordinances, Appendix B. Zoning, to add definitions of Group Home and Assisted Living Facility. (Page 80)**

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 holds a Public Hearing and approves 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.

On March 2, 2023, The Planning Commission voted to recommend approval of the Code Amendment, with an amendment to the proposed language to remove the clause "Except where expressly permitted by right in this Zoning Ordinance,".

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 3/21/2023

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 21, 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 84)**

PURPOSE: A Public Hearing and consideration 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 holds a Public Hearing and approves 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: 3/21/2023

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

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

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 21, 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 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 90)**

PURPOSE: To consider 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.

REASON: To comply with laws and procedures regarding the expansion of local historic district regulations.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and approves the amended list of properties by an ordinance.

BACKGROUND: During the November 1, 2022 City Council Meeting the City Council considered an item that would expand the Local Historic District regulations to individual properties listed on a list of properties in the City of Petersburg that are listed on the National Register of Historic Places, therefore requiring a Certificate of Appropriateness (COA) before any exterior changes are made.

The item was referred to the Planning Commission for a recommendation. The Planning Commission considered the item and approved a resolution recommending approval of the item with an amended list that includes only the properties on the list provided that have structures.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 3/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: City of Petersburg Architectural Review Board

AFFECTED AGENCIES: Department of Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code ARTICLE 35. - PRESERVATION OF HISTORICAL AREAS WITHIN THE CITY

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0307_2023OrdinanceHistoricProperties
2. 0307_2023NationalLandmarkListExhititA
3. ARBComments_Nov2022_PotentialARB Purview NR Properties
4. ARTICLE_35_PRESERVATION_OF_HISTORICAL_AREAS_WITHIN_THE_CITY
5. ARB Decision Letter_Feb 2023_Potential ARB Purview NR Properties

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-intern 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

Department of Planning and
Community Development
135 N. Union Street, Room 304
Petersburg, Virginia 23803

Kate Sangregorio
Preservation Planner
804-733-2314
ksangregorio@petersburg-va.org

From: Petersburg's Architectural Review Board

Through: Kate Sangregorio, Preservation Planner

Date: November 9, 2022

RE: Proposal by Councilmember for Making Individual National Register Properties Subject to ARB Purview

At the November 9, 2022 regular ARB meeting, the board discussed the proposal to have properties that are individually listed on the National Register of Historic Places put under ARB purview, requiring a Certificate of Appropriateness (COA) before any exterior changes are made.

The ARB generally supports adding additional protections for historic buildings, however, the proposal sent directly to Council seemed to go against the recommended process in the Zoning Ordinance Chapter 35 Section 3.2. The normal creation of a district should include public notice and input before a resolution is adopted. Our Zoning Ordinance currently only allows ARB purview to apply to historic areas/districts, and having historic properties in the context of a whole district is important for the review process.

The board also wondered if property rights concerns would arise. Most owners of NR properties are aware of the history and appreciate it. It was noted that there may be other methods to protect historic properties, such as adding language in sales agreements from city sold properties, or in Special Use Permits.

More considerations need to be made for the varying types of individual resources this proposal would include. The ARB reviews exterior alterations, and as it stands, resources like Petersburg National Battlefield, Legends Park (Lee Park), People's Memorial Cemetery, and Blandford Cemetery would require review of hundreds of acres of land.

ARTICLE 35. PRESERVATION OF HISTORICAL AREAS WITHIN THE CITY

Section 1. Purpose and objectives.

The purpose and objectives of this article 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.

Additional purposes of this article 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. The purpose 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.

Section 2. Definitions.

For the purposes of this article, the following definitions shall apply:

Historic area. 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.

Structure. Anything man-made, including, but not limited to, main buildings, outbuildings, fences, walls, lamp posts, light fixtures, signs, signposts, billboards and paving.

Section 3. Historic areas.

There are hereby created several areas to be known as "historic areas." The historic areas are delineated on a map hereinafter called the "historic areas zoning map," which is hereby made a part of this article. Additions and amendments to this map shall be made in accordance Section 15.1-486, of the Code of Virginia, as amended.

The requirements placed on property located within historic areas by this article shall be co-extensive with, and in addition to, the requirements set out in articles 1 through 34 of the Petersburg zoning ordinance.

Section 3.1. Criteria for the expansion or establishment of additional historic zoning areas.

Expanded or additional historic zoning areas may be established to designate and protect properties that include areas, individual structures, and archaeological sites of historic, architectural, or cultural significance. In establishing such areas, it must be determined that the property, structure, or area meets at least one of the following criteria:

- (1) Possesses character, interest, or value as part of the development, heritage, or cultural characteristics of the community, state, or country;
- (2) Is a site of a significant local, state, or national event;
- (3) Is clearly identified with a person or persons who significantly contributed to the development of the community, state, or country;

-
- (4) Embodies the distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
 - (5) Is identified as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, state, or country;
 - (6) Embodies elements of design, detailing, materials, or craftsmanship that render it architecturally significant;
 - (7) Embodies design characteristics that make it structurally or architecturally significant;
 - (8) Occupies a unique location or possesses singular physical characteristics that make it an established or familiar visual feature;
 - (9) Provides for a landscape unit needed to control potentially adverse influences on lands closely related to and bearing upon the character of historic site or sites.

(Ord. No. 87-08, 1-20-1987)

Section 3.2. Procedure for the establishment or expansion of historic zoning areas.

Additions and expansions to historic zoning areas may be initiated by resolution of city council, or motion of the planning commission, or by petition of the owner or the owner's agent. Additionally, the architectural review board may recommend such initiation to the city council or planning commission. As a part of the city council's consideration of the expansion of existing areas or creation of additional areas, it may review reports prepared by the department of planning and the architectural review board along with the information relevant to the determination of the appropriateness of such proposed expansion and additions.

(Ord. No. 870-08, 1-20-1987)

Section 4. Architectural review board—Creation.

For the purposes of administering the provisions of this article, there is hereby created a board to be known as the "Architectural Review Board." This board shall be composed of seven (7) members who have a demonstrated interest, competence, or knowledge in historic preservation. At least one member shall be an architect and at least two members shall have professional training or equivalent experience in architecture, history, architectural history, archaeology or planning. The members shall be residents or business owners in the City of Petersburg, with the exception that the architect member does not have to reside or own a business in the City.

(Ord. No. 11-87, 9-6-2011)

Section 5. Same—Terms of members; quorums; and officers.

Of the members of the architectural review board first appointed, two (2) shall be appointed for a term of one (1) year, two (2) for a term of two (2) years, and three (3) for a term of three (3) years. Thereafter, members shall be appointed for a term of three (3) years, respectively. A vacancy occurring in the membership of the board for any cause shall be filled within sixty (60) days of its occurrence and, if occurring during the term, for the unexpired portion of the term. Four (4) members of the architectural review board present and voting shall constitute a quorum. At the first meeting of the architectural review board, the members, by majority vote, shall elect one of its members to serve as chairman. Thereafter, a chairman shall be elected annually at the first meeting to be held on or after July 15th in each year. Similarly, the members shall elect a vice-chairman and secretary. The secretary may or may not be a member of the board.

(Supp. No. 17)

Created: 2023-01-10 08:52:06 [EST]

Section 6. Certificate of appropriateness; requirements before issuance of building permit, or commencement of work not requiring a permit.

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. 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.

These requirements shall not apply when the work proposed would not be subject to public view from a street or other public place.

Section 7. Elements of architectural compatibility to be considered in passing upon certificates of appropriateness.

The architectural review board shall consider the following elements of architectural compatibility in consideration of issuance of a certificate of appropriateness to an applicant:

- (1) General design;
- (2) Character and appropriateness of design;
- (3) Form;
- (4) Proportion and scale;
- (5) Mass;
- (6) Configuration;
- (7) Arrangement;
- (8) Texture;
- (9) Material;
- (10) Color;
- (11) The relationship of such elements to similar features of structures in the immediate surroundings;
- (12) Prevention of developments which are not in harmony with prevailing characteristics, or which are obviously incongruous with the character of the historic area.

Section 8. Temporary certificates of appropriateness.

The architectural review board may, at its discretion, issue a temporary certificate of appropriateness to an applicant who does not meet the necessary requirements of architectural compatibility, but only if the applicant meets all of the following requirements:

- (1) Strict application of this article would produce undue hardship;
- (2) The proposed work would not be of such a permanent nature as to preclude future activity which would meet compatibility compliance;

-
- (3) No such temporary certificate shall be issued to allow the proposed work to exist for a period longer than five (5) years.

Section 9. Applications for certificates.

An applicant for a certificate of appropriateness regarding proposed erection, construction, alteration or restoration of any structure located within a historic area shall submit, to the architectural review board, all relevant information concerning the proposal and reasonably requested by the architectural review board. Such information may include, but need not be limited to, samples of materials and colors, photographs, prospective views, exterior elevations, plot plans and outline specifications.

Section 10. Board actions on applications.

Applications for certificates of appropriateness shall be filed in writing with the secretary of the architectural review board. Within thirty (30) days of receipt of an application by the secretary of the board, the board shall meet to review the application in accordance with the applicable sections of this article.

Within thirty (30) days after the date that the board first reviews the application, the board shall decide whether or not to issue a certificate of appropriateness.

In any event, if no decision has been made by the architectural review board within sixty (60) days after the secretary has received the application, and no mutual agreement between the applicant and the architectural review board has been made for the extension of this time period, the secretary of the board shall submit the application to the clerk of council and council shall review the application, in the same manner as if a decision of the architectural review board had been appealed.

Section 11. Notification of issuance of certificate of appropriateness.

If the architectural review board approves an application, it shall record its reasons therefor in its minutes, issue a certificate of appropriateness signed by the secretary of the board, attach the certificate to the application, and transfer the application, with the attached certificate, to the zoning administrator and the building inspector. Upon receipt thereof, if applicable, the building inspector shall issue a building permit in the usual manner.

If the architectural review board disapproves an application, it shall state its reasons for doing so and shall transmit a record of the reasons to the applicant, the zoning administrator, and the building inspector. At any time after disapproval, the applicant may resubmit an application, with or without amendments, which shall be processed in the same manner as set forth in this article.

Section 12. Zoning Administrator and building inspector to enforce provisions of this article.

The zoning administrator and the building inspector shall enforce the provisions of this article.

Section 13. Appeals from the board to city council.

Whenever the architectural review board shall, in a final decision, deny an applicant a certificate of appropriateness, the applicant shall have the right to appeal to and be heard before city council, provided he files with the clerk of council, on or before thirty (30) days after the decision of the board, a notice, in writing, of his intention to appeal. Upon receipt of such notice, the clerk of council shall forthwith notify the city manager, who shall schedule a public hearing before city council at a time not to exceed thirty (30) days after receipt by the clerk of such notice.

Opponents to the granting of certificates of appropriateness by the architectural review board, shall have the right to appeal to and be heard before the city council, provided there is filed with the clerk of city council, on or before thirty (30) days after the decision of the board, a written petition indicating the intention to appeal. The same provisions for setting a hearing date as aforesaid shall apply.

On any such appeal, the final decision of the architectural review board shall be stayed, pending the outcome of the appeal before council, except that the filing of the appeal shall not stay the decision of the board if such decision denies the right to raze, move or demolish any historic landmarks, building or structure. The council shall conduct a full and impartial public hearing on the matter before rendering a decision.

The same standards and considerations aforesaid in this article shall be applied by the council as are established for the architectural review board. By majority of those members present and voting, the council may affirm, reverse or modify the decision of the board, in whole or in part. The decision, subject to section 14 of this article, shall be final. If approved, a certificate of appropriateness shall be signed and issued by the clerk of council, and processed in the same manner as if it had been approved by the architectural review board.

Section 14. Appeal to the circuit court to review decision by the city council.

Any person or persons jointly or severally aggrieved by any decision of city council as related to this article, or any taxpayer or any officer, department, board or bureau of the city, may present to the circuit court a petition specifying grounds on which aggrieved, within thirty (30) days after the decision is rendered by city council.

Upon the presentation of such petition, the court shall allow a writ or certiorari to review the decision of the city council, and shall prescribe therein the time within which a return thereto must be made.

The filing of said petition shall stay the decision of the city council, pending the outcome of the appeal to the court, except that the filing of such petition shall not stay the decision of city council, if such decision denies the right to raze, move or demolish a historic landmark, building or structure. The court may reverse or modify the decision of the city council, in whole or in part, if it finds upon review, that the decision of city council is contrary to law, or that its decision is arbitrary and constitutes an abuse of discretion; or it may affirm the decision of city council.

Section 15. Demolition, razing or moving of buildings and structures within a historic area.

The demolition, razing or moving of any building or structure located within a historic area shall be permitted if, and only if, the owner has secured a certificate of appropriateness. The same procedure, relevant guidelines, and appeals process, shall apply for issuance of certificates of appropriateness for demolition, razing or moving, as apply for the erection, construction, alteration, or restoration of buildings or structures, as set out in this article.

Other factors that may be considered by the architectural review board, when deciding upon applications for demolition, razing or moving of a building or a structure, are its historic significance, architectural value, the structure's contribution to the overall facade or appearance of the historic area, or the physical ability to restore the building or structure, considering its present physical condition.

The owner of a building or structure located within a historic area who has been denied, by the architectural review board, and the city council, on appeal, a certificate of appropriateness, to demolish, raze or move a building or structure, as a matter of right shall be entitled to raze, move or demolish such building provided that:

- (1) The owner has, for the period of time set forth in the time schedule hereinafter contained, and at a price reasonable related to its fair market value, made a bona fide offer to sell such landmark, building or structure, and the land pertaining thereto, to the City of Petersburg, or to any person, firm, corporation, government or agency thereof, or political subdivision or agency thereof, which gives reasonable assurance that it is willing to preserve and restore the building or structure and the land pertaining thereto; and

-
- (2) That no bona fide contract, binding upon all parties thereto, shall have been executed for the sale of any such building or structure, and the land pertaining thereto, prior to the expiration of the applicable time period set forth in the time schedule hereinafter contained. Any appeal which may be taken to the court from the decision of the city council, whether instituted by the owner or by any other proper party, notwithstanding the provisions heretofore stated relating to a stay of the decision appealed from, shall not affect the right of the owner to make the bona fide offer to sell, referred to above. No offer to sell shall be made more than one year after the final decision by the city council, but hereafter the owner may renew his request to city council to approve the razing or demolition of the building or structure. The time schedule for offers to sell shall be as follows:

Three (3) months when the offering price is less than twenty-five thousand dollars (\$25,000.00);

Four (4) months when the offering price is twenty-five thousand dollars (\$25,000.00) or more, but less than forty thousand dollars (\$40,000.00);

Five (5) months when the offering price is forty thousand dollars (\$40,000.00) or more, but less than fifty-five thousand dollars (\$55,000.00);

Six (6) months when the offering price is fifty-five thousand dollars (\$55,000.00) or more, but less than seventy-five thousand dollars (\$75,000.00);

Seven (7) months when the offering price is seventy-five thousand dollars (\$75,000.00) or more, but less than ninety thousand dollars (\$90,000.00); and

Twelve (12) months when the offering price is ninety thousand dollars (\$90,000.00) or more.

Section 16. Protective maintenance required.

The owner of any building or structure, which is located within a historic area, shall keep such structure properly maintained and repaired. The degree of maintenance and repair hereby required, is that degree sufficient to prevent all permanent damage to the structural components and /or the exterior by any foreseeable force, including but not limited to weather, fire and termites. The board is hereby empowered to require such owner to discharge this duty. Acts which the board may require such owner to perform, pursuant to this paragraph, shall include, but shall not be limited to, the following: Exterior painting; replacing broken window panes; securing abandoned structures by boarding up, or otherwise; maintaining a sound roof, eaves and roof gutters; termite treatment, if the board suspects that the structure contains termites. The board is hereby empowered to use whatever legal processes are needed to assure that this duty is discharged fully and properly. The building inspector and zoning administrator, to the extent that their powers permit, shall honor requests made by the board for the purpose of enforcing this paragraph.

Section 17. Enforcement and penalty.

It shall be unlawful, and punishable to the fullest extent permitted by the Code of Virginia, for any person, whether on contract or otherwise, to cause or participate in the construction, demolition, moving, exterior alteration, exterior renovation, or exterior maintenance of any structure in violation of this article. For purposes of this paragraph, each day that such violation continues shall constitute a separate violation of this article.

In addition, any violator of this article may be enjoined by any court having jurisdiction, and, as a part of such equitable relief, any person found to be in violation of this article may be required, at his own expense, to remove all nonconforming work and material from the structure, and/or to restore the structure to its appearance immediately prior to the time that such unauthorized work began.

Section 18. City codes and ordinances.

Nothing in this article shall be construed to prevent the application of the building code or other laws and ordinances applicable thereto.

Section 19. Validity.

If any section, paragraph, subdivision, clause, phrase or provision of this ordinance [article] shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance [article] as whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

Section 20. Effective date.

This article shall take effect and be in force from and after its adoption, the public welfare requiring it.



City of Petersburg

Department of Planning and
Community Development
135 N. Union Street, Room 304
Petersburg, Virginia 23803

Kate Sangregorio
Preservation Planner
804-733-2314
ksangregorio@petersburg-va.org

From: Petersburg's Architectural Review Board

Through: Kate Sangregorio, Preservation Planner

Date: February 8, 2023

RE: Recommendation for the Proposal to Make Individual National Register Properties Subject to ARB Purview

At the February 8, 2023 regular ARB meeting, the board voted on a recommendation to Council for the proposal to have properties that are individually listed on the National Register of Historic Places placed under ARB purview, requiring a Certificate of Appropriateness (COA) before any exterior changes are made.

The ARB voted unanimously to recommend denial for the proposal.

The advantage and the logic of a historic district is that it emphasizes not just the individual impact any one structure has, but how each individual structure, even those deemed non-contributing, draws its significance from its situation in a collection of adjacent and compatible properties.

The resources that are individually listed on the National Register are more often than not recognized for their historic role in the development of the community, or more broadly the state and nation. While the rationale behind districts, and the resulting role of the ARB in helping to protect those districts, is that any one building becomes more important in its role within the wider immediate landscape where it sits. That is why the ARB does not ask questions about "who lived there" or "what happened there" when they evaluate proposals to change a structure, not because it is not the role any singular property plays in the importance of the collective, but the impact the proposed changes may have on the integrity of the overall district itself.

Therefore, the ARB's concern about creating what is in essence a non-contiguous local district, while the decisions on individual requests may be the same in the end, the decision process and the consideration we must subject any request to has little on which to base a

rationale. At some point, a request will be submitted that is not clear cut and the ARB will be unable to justify a decision based on the impact of exterior changes by referring to how they would impact the overall district. For example, the large industrial Chappell Street Car Barn is situated within a residential neighborhood, and a commercial area surrounds the empire style Cohen House; neither of these resources has the context needed for a less straightforward request.

The ARB does generally support measures to protect historic buildings and will accept holding purview over individual National Register properties if City Council deems it appropriate.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: A public hearing on the consideration of an Ordinance authorizing the City Manager 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 109)

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: 3/21/2023

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: TABB STREET DEVELOPMENT LLC
20 TABB 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 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: **A public hearing on the consideration of an Ordinance authorizing the City Manager 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 118)**

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: 3/21/2023

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

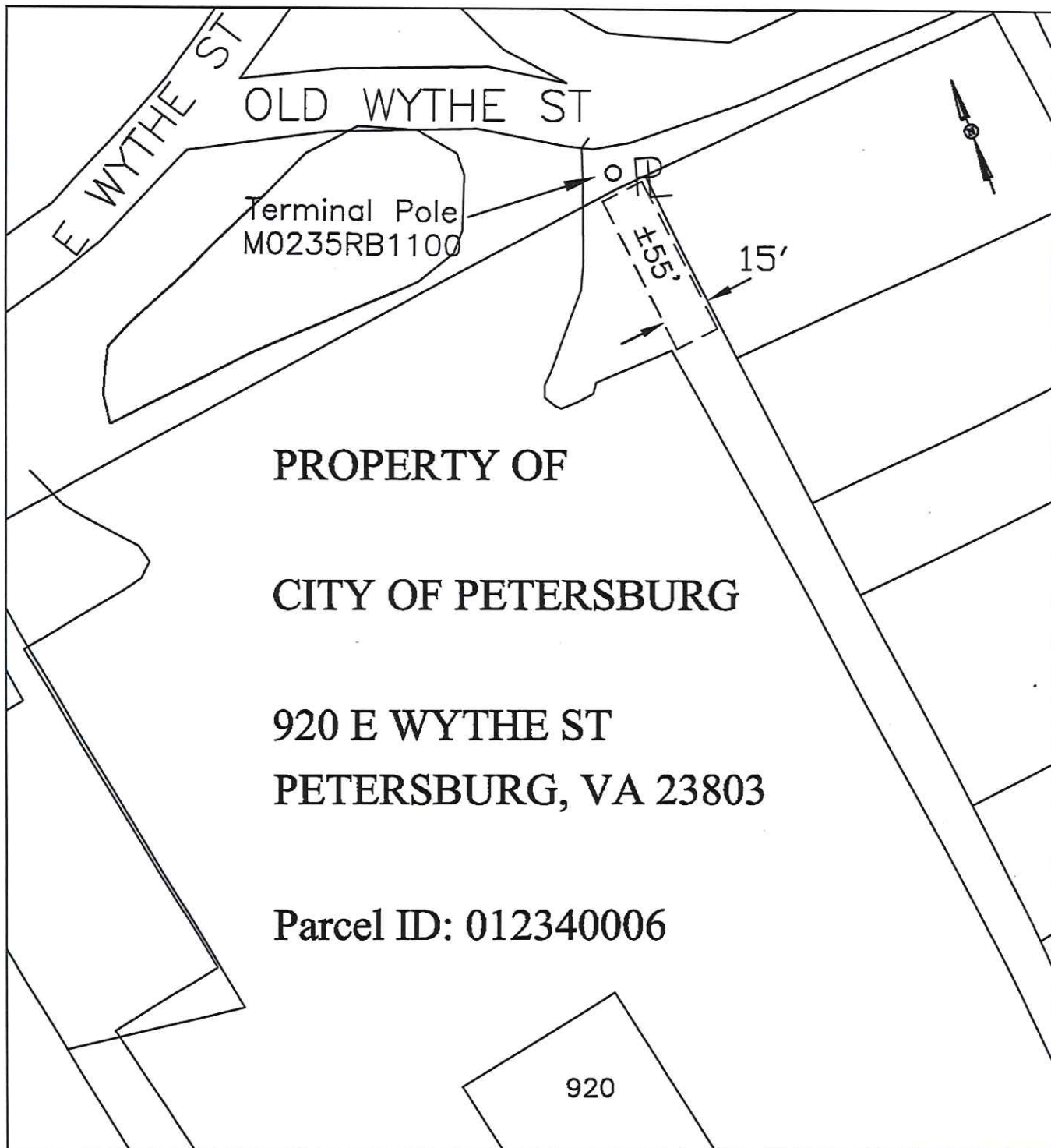
WHEREAS, Dominion Virginia Energy (Dominion Virginia Power) has indicated that they will need easements across the foregoing property to construct, maintain, and operate equipment necessary for the provision of services to said food services department for the City of Petersburg's Public Schools; and

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



LEGEND --- 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 Dominion Energy Virginia
	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 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Stacey Jordan

RE: **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 127)**

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 the Council to approve the ordinance and appropriate additional funding for 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: 1,708,597

BUDGETED ITEM:NA

REVENUE TO CITY: \$43,178

CITY COUNCIL HEARING DATE: 3/21/2023

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 Schools-Library 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:

General Property Taxes	\$1,665,419.00
Revenue from Commonwealth	\$43,178.00

Total Revenue	\$1,708,597.00
----------------------	-----------------------

- 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:

Transfer to Schools	\$1,665,419.00
Library State Aid	\$43,178.00
Total Expenses	<u>\$1,708,597.00</u>

- 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 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Stacey Jordan

RE: A public hearing and consideration of appropriation ordinance for the allocation of the 2nd Tranche of the ARPA funding provided to the City. (Page 130)

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
---------------------------------	-----------------

Total Revenue	\$20,961,839.00
----------------------	------------------------

- 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
Total Expenses	<u>\$20,961,839.00</u>

- 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 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: W. Howard Myers

RE: A public hearing and consideration of an ordinance to amend and re-adopt the Petersburg City Code to add Chapter 21 to create an "Arts Council". (Page 133)

PURPOSE: To provide leverage for select artists the ability to identify and address before council submissions of appropriate art, visual, and performing. Notwithstanding arts and cultural revitalization and grant funding.

REASON: To approve the attached ordinance to create an art council.

RECOMMENDATION: Recommend City Council to approve the ordinance to add Chapter 21 to create an "Art Council."

BACKGROUND: To prepare throughout the city a plan to reestablish an art scenery and platform for sculptures and fine work germane to the period and modern day. As well as serve as the committee for holiday events and decorative sidewalks and buildings.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 3/21/2023

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. Arts Council

ORDINANCE TO AMEND AND RE-ADOPT THE PETERSBURG CITY CODE TO ADD CHAPTER 21 TO CREATE AN “ARTS COUNCIL”

WHEREAS, City Council desires to develop a commission comprised of Petersburg citizens to be known as the “Petersburg Area Arts Council” to assist City Council and make recommendations to Council regarding public art acquisitions, grants, transfers, and purchases; and

WHEREAS, Council believes that the formation of such an advisory board will be in the best interests of the City of Petersburg and assist in the beautification of the City and fostering of art throughout the City.

NOW therefore be it ORDAINED that the Petersburg City Code is hereby amended and readopted to include CHAPTER 21 – ARTS COUNCIL as follows:

CHAPTER 21 – ARTS COUNCIL

Sec. 21-1. Creation and Purpose

There is hereby created the “Petersburg Public Arts Council” (hereinafter “PAAC”). The purpose of the Public Arts Council is to make recommendations to City Council and City Management on the acquisition, donation, commission and/or funding of public art and the acceptance of gifts and loans of public art and the deaccession of public art from the city's collection.

Section 1.1. Terms of Office: Filling Vacancies in Office.

The members of the PAAC shall be appointed by the city council and shall serve two (2) year terms. Members are eligible for re-appointment and may serve up to three (3) consecutive terms (for a total of six years of service on PAAC). The first appointments will be staggered with one at-large member appointed for one year and the other at large member appointed for two years. The remaining seven members shall be appointed one for each ward based either upon their residence or business location in the respective ward that they serve. The public art council members must be residents of the city or represent a business or an arts non-profit located in the city of Petersburg. The public art council shall consist of nine (9) members and be composed of the following representatives: at least three (3) practicing artists, at least two (2) members belonging to an arts or culture organization, at least two (2) members associated with design and

historical architecture. No member who has served three complete terms shall be eligible for reappointment until after a lapse of an intervening period of one year.

Section 1.2 Organization powers and duties; officers; powers and duties enumerated.

The members shall meet and organize by the election of a chairman, a vice chairman, and a secretary. They shall make and adopt such bylaws, rules and regulations of their own guidance as may be expedient and may not be inconsistent with this article or resolution, rules or regulations prescribed by the city council.

The public art council shall:

- a. Make recommendations to City Council regarding the acquisition, donation, commission, and or funding of public art and advise the city council on the acceptance of gifts and loans of public art and deaccession of public art from the city's collection.
- b. Make recommendations to City Council and the City's Administration on policies regarding determination of artist qualifications, specific site attribution criteria, maintenance of public art, and develop plans for the further implementation of a public art program.
- c. Maintain an inventory, a proposed maintenance plan, and proposed deaccession plan for city owned public art.
- d. Assist the City in administration of public art grant programs on behalf of the city.
- e. Recommend purchases of public art to City Council and/or City Management.
- f. Provide an annual report to the city council regarding the activities of the public art council, including but not limited to funds expended by the City, grants made to the City, and status of awarded grants, art inventory maintenance, and status of the public art program.
- g. Perform other related duties as needed or requested by the City Council.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 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 an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties. (Page 136)

PURPOSE: To consider an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties.

REASON: To comply with laws and procedures for amending the City Code.

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 0321_2023OrdinanceBollards

AN ORDINANCE TO AMEND AND RE-ADOPT THE CITY CODE TO INCLUDE
CHAPTER 98 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE I. - IN
GENERAL, SECTION 98-25 – BOLLARDS FOR HISTORIC PROPERTIES

WHEREAS, properties located within the local historic districts in the City include historic elements that are irreplaceable; and

WHEREAS, such historic elements and pedestrians are threatened by motor vehicle drivers who may crash into them causing damage; and

WHEREAS, owners of these historic properties have indicated that they would be willing to contribute the cost of bollards for protection of their properties if the City were willing to allow installation in the public right of way; and

WHEREAS, City Council believes that such a program is in the best interests of the City; and

WHEREAS, such a program is herein described and proposed as Section 98-5 of the City Code.

NOW therefore be it ORDAINED that Chapter 98 - Streets, Sidewalks and Other Public Places, Article I. - In General, Section 98-25 of the City Code is hereby amended to include the following:

Sec. 98-25 – Bollards for Historic Properties

1. Within historic districts, at the request and expense of a property owner, and upon a showing of good cause, the City will install stout bollards within the City's right of way to protect Historic Landmarks, Resources and elements that may include the cast-iron fences, granite corner fence posts, buildings, and the property on which they are located, provided the bollards do not unduly interfere with pedestrian or vehicular traffic.
2. The property owner shall obtain a Certificate of Appropriateness (COA) from the Architectural Review Board prior to the approval of the installation of the requested bollards.
3. The location of such bollards shall be determined at the sole discretion of the City, with consideration including but not limited to adequate right of way to accommodate Pedestrians, adequate right of way to accommodate access for Emergency Vehicles and spacing between bollards to allow for pedestrian and wheelchair access.-
4. The cost of such bollards and associated equipment shall be determined at the sole discretion of the City in accordance with all applicable legal requirements and payments by a property owner shall be considered a donation to the City accepted by Council upon receipt of the funds by the City.
- 4.5. Costs associated with the repair, maintenance, replacement or removal of installed bollards as required, will be paid by the property owner.
- 5.6. The bollards and associated equipment shall be deemed City property in all respects.

~~6.7.~~ This process shall be managed by an Administrative Procedure developed by the City Manager.

8. Citizens wishing to participate in this program shall submit their request to the City Manager or his designee in writing, identifying the location where such bollards are being requested.

9. Where possible, bollard installations should be combined with other traffic safety measures to enhance safety, reduce speeding and protect people and property.

~~7.10.~~ Bollards should be included in City-wide plans to enhance traffic safety.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a resolution authorizing the City Manager to extend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street. (Page 139)**

PURPOSE: To provide City Council the resolution for the extension of the development agreement between the City of Petersburg and Griffin Cigar Lounge, LLC.

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by City Council.

RECOMMENDATION: Staff recommends City Council adopt the resolution based on previous action taken December 13, 2022.

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

On December 13, 2022, The City Council approved an extension of one year with an automatic reversion back to the City if the project is not completed by December 13, 2023.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 12/13/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Griffin Cigar- Resolution_ (1)
2. Addendum to 108 East Washington Street Development Agreement

Resolution

A Resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street

WHEREAS; On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street; and

WHEREAS; The construction timeline was for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F); and

WHEREAS; The development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of November 15, 2022, a Certificate of Occupancy has not been obtained; and

WHEREAS; on December 13, 2022, The City Council approved an extension of one year with an automatic reversion back to the City if the project is not completed by December 13, 2023; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street with the extension of one year with an automatic reversion back to the City if the project is not completed by December 13, 2023.

BE IT FURTHER RESOLVED, that said extension and reversion requirement shall be incorporated into the deed as a Deed of Correction for the subject property and that any costs associated with the preparation and recordation of said Deed of Correction shall be borne solely by Griffin Cigar, LLC.

**FIRST ADDENDUM TO DEVELOPMENT AGREEMENT FOR THE PROPERTY
LOCATED AT 108 EAST WASHINGTON STREET BETWEEN GRIFFIN CIGAR AND
THE CITY OF PETERSBURG DATED DECEMBER 13, 2022.**

WHEREAS, the parties have entered into a Development Agreement for the property located at 108 East Washington Street in the City of Petersburg, Virginia; and

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

NOW, therefore the Parties wish to Amend the Development Agreement to add an extension of the development agreement to December 13, 2023 which is hereby incorporated into said Development Agreement as if set forth fully therein as follows:

The Purchaser agrees that the property located at 108 East Washington Street will receive a certificate of occupancy by December 13, 2023. If the Purchaser fail to meet this extension deadline, the property will automatically revert back to the City ownership. This Agreement shall be incorporated into the Deed of conveyance of the Property from the City to The Purchaser and shall run with development agreement.

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

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____

City Manager

Approved as to form:

By: _____

Anthony C. Williams, City Attorney



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 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 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 143)**

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 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: 3/21/2023

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
3. B_SUP

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.

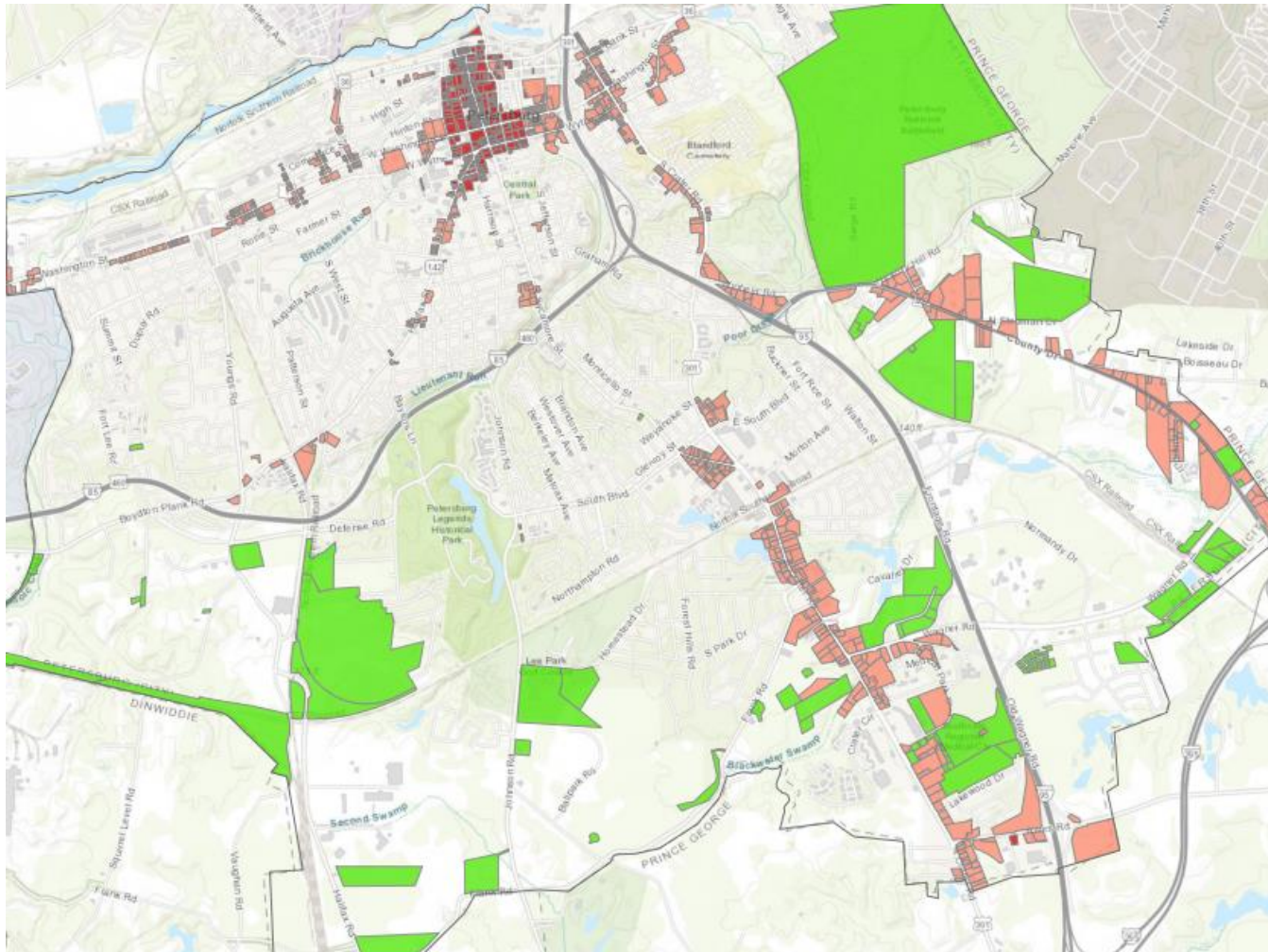
(Ord. No. 19-44, 9-17-2019)

Supp.No.16

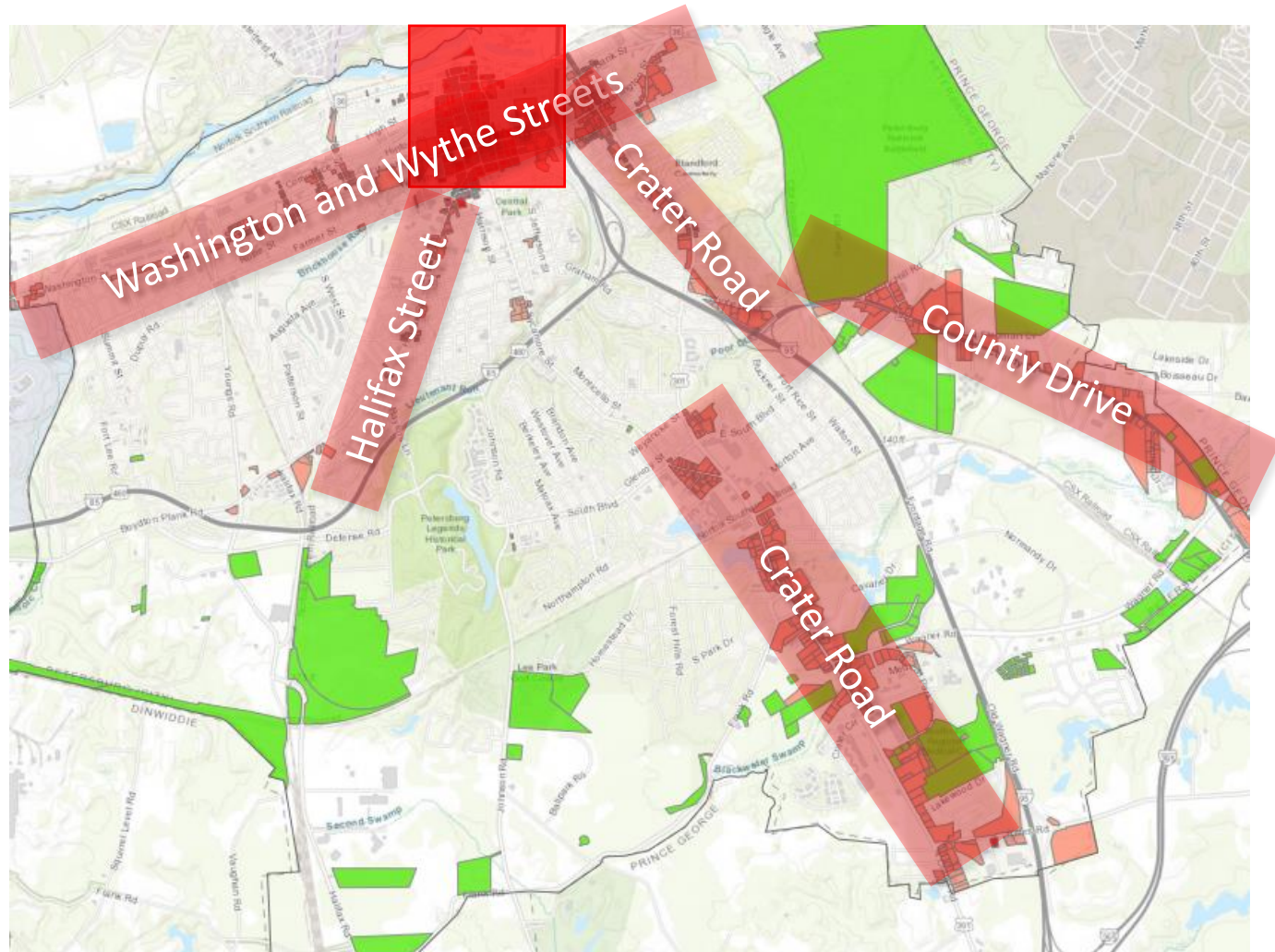
An Ordinance to amend City Code Appendix B Article 15 to change By-Right Use from RB to R-3 and require a SUP for Multi-Family Development

City Council Meeting
March 21, 2023

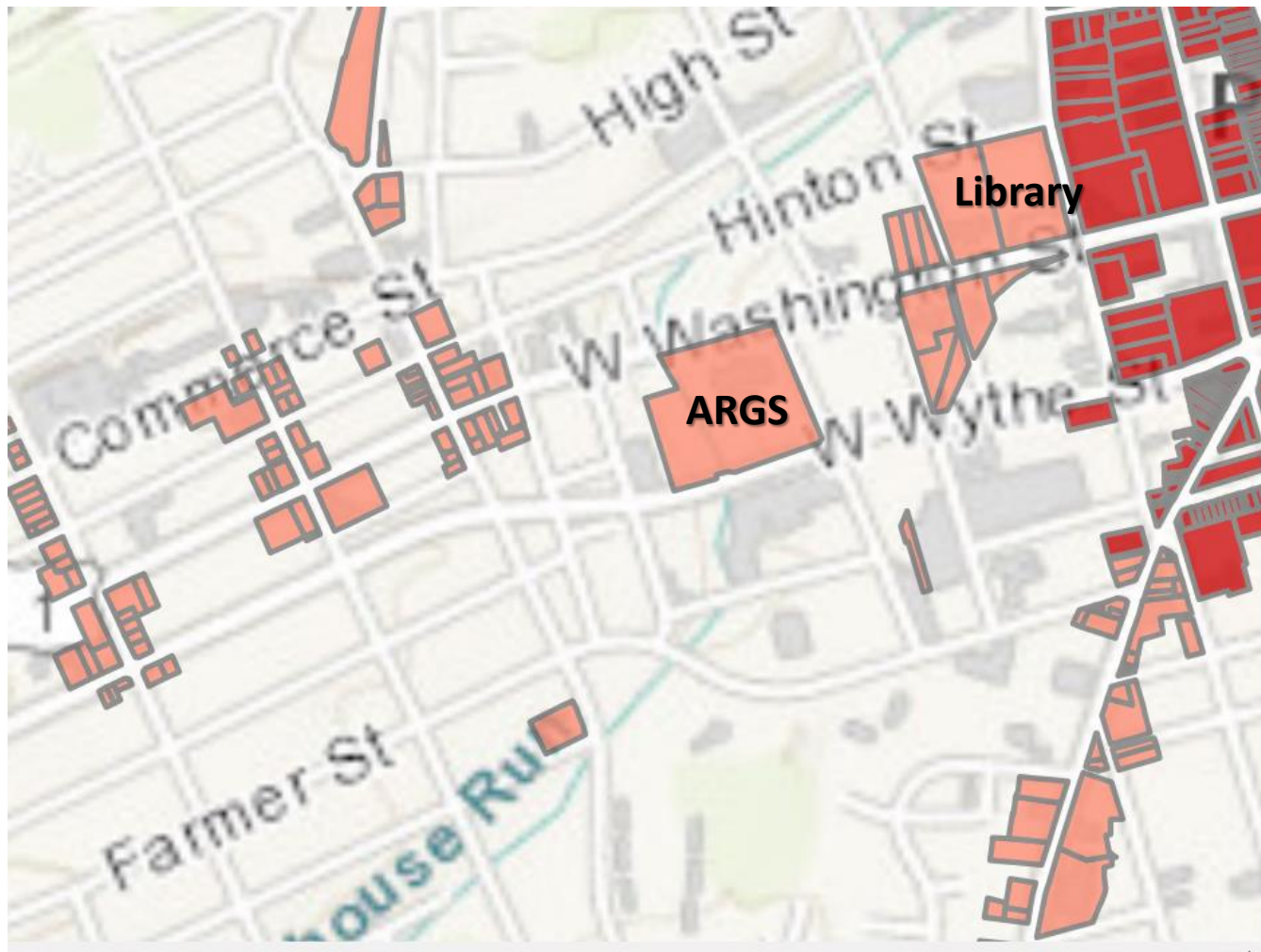
Properties Zoned B - Business



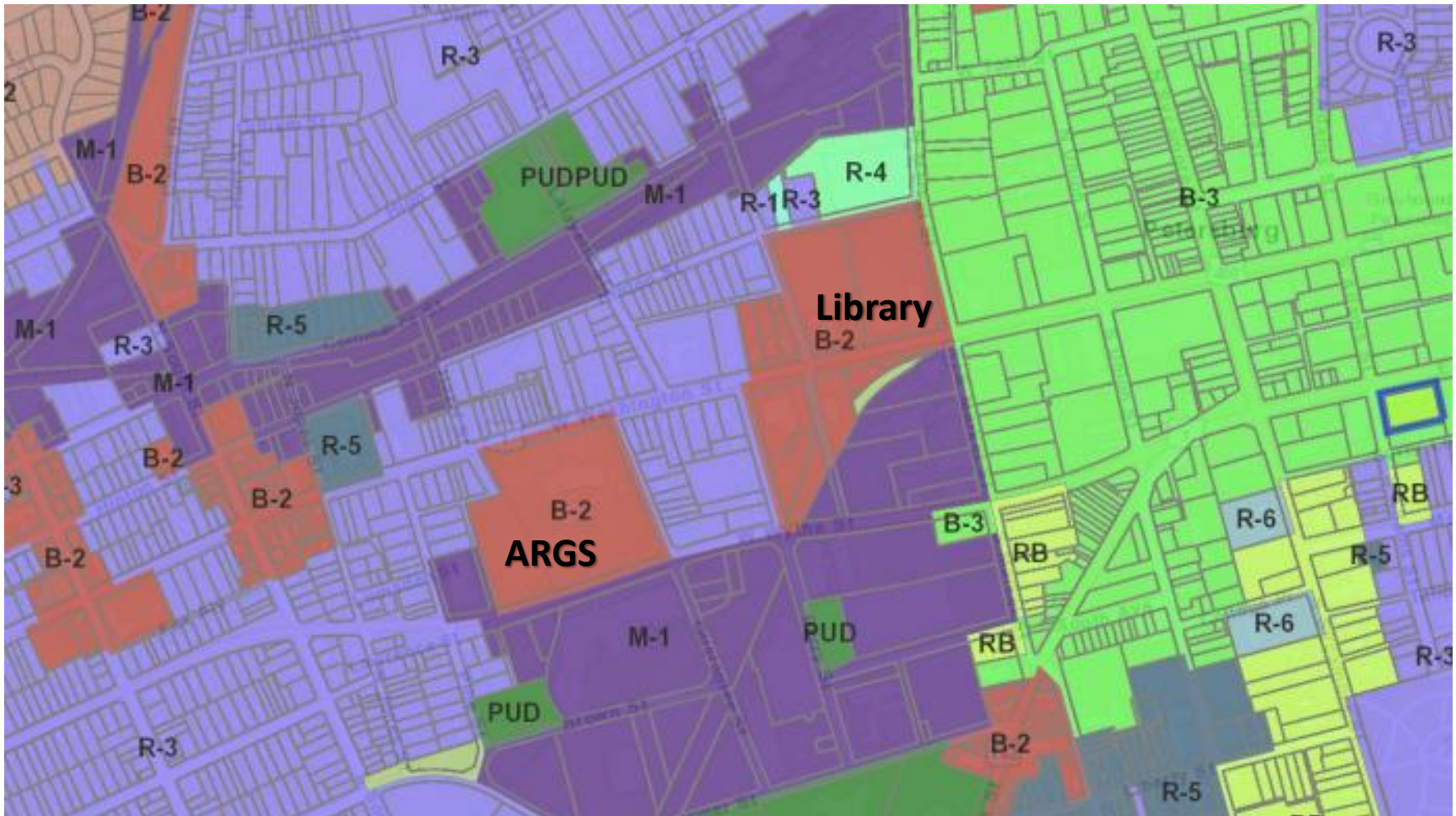
Properties Zoned B – Business Downtown and Corridors



Properties Zoned B – West of Downtown (In **Red** and **Pink** only)



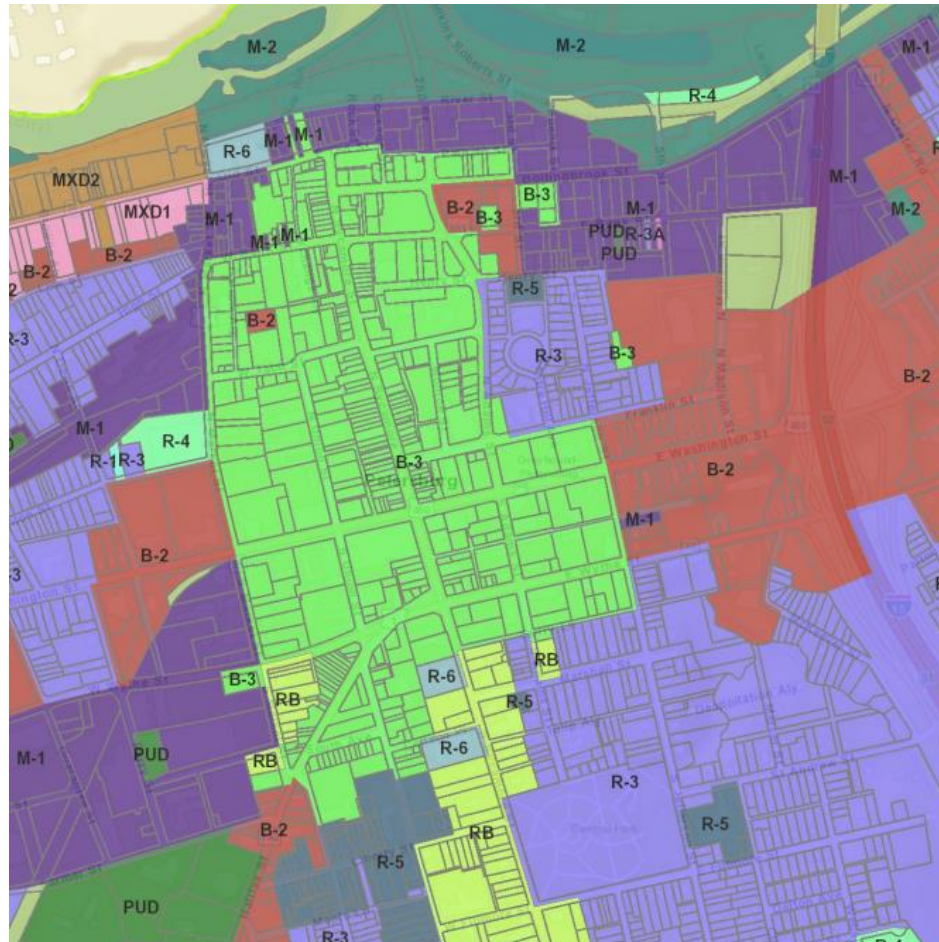
Properties Zoned B-2 West of Downtown (In **Pink** only)



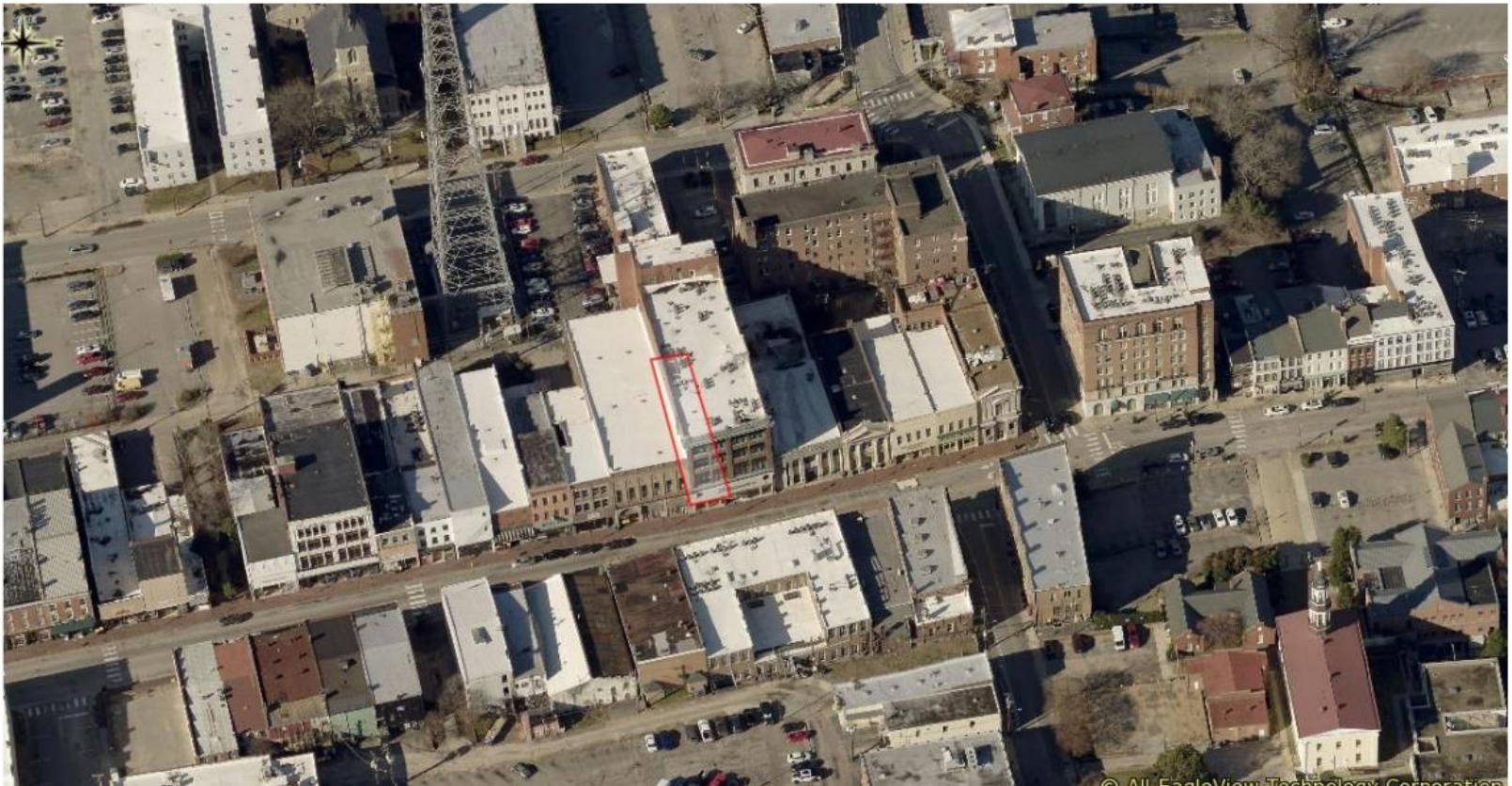
B-2 W Washington Street Properties Impacted: The Library and Appomattox Regional Governors School



Downtown B-3 District



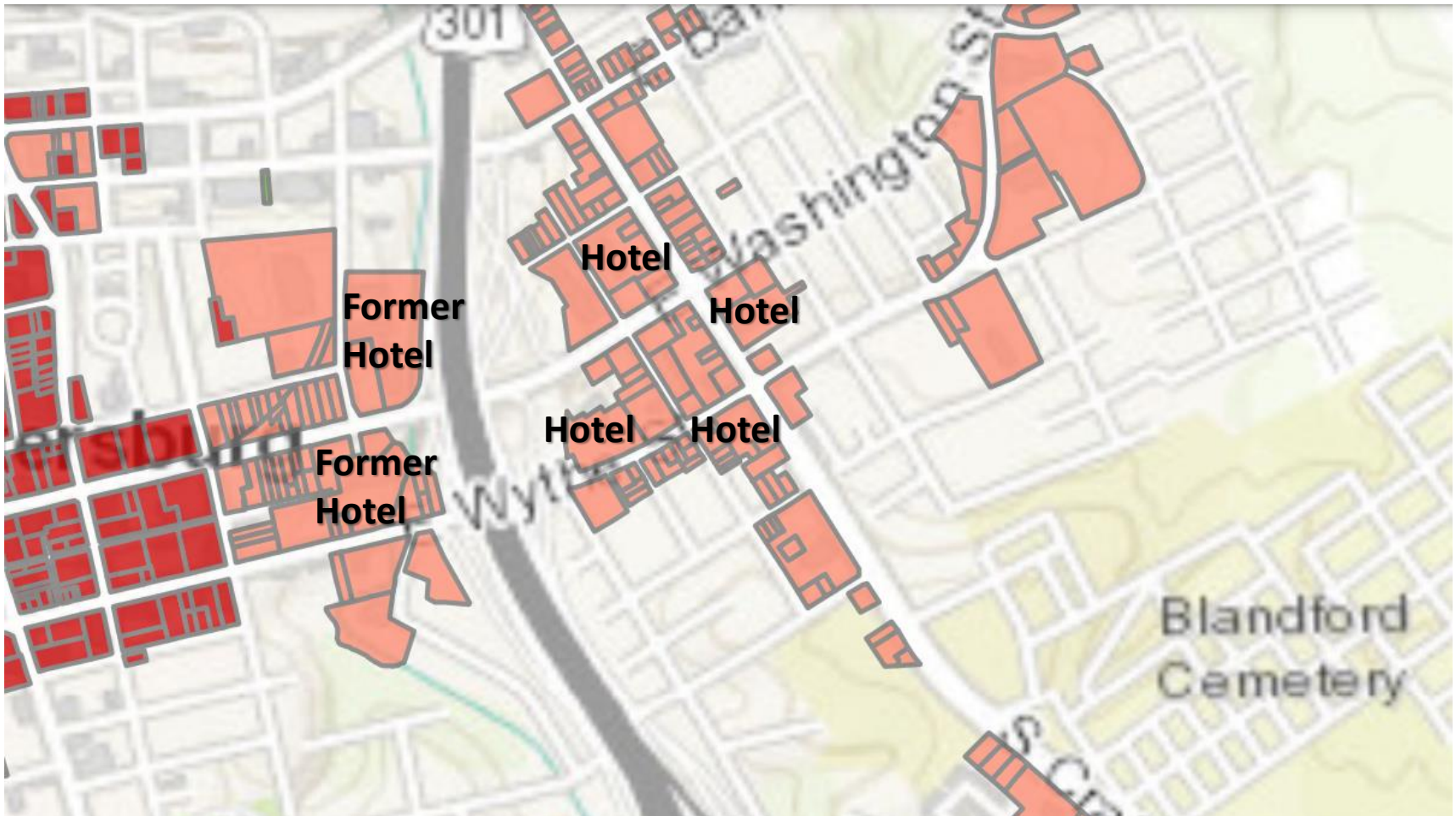
Sycamore Street Corridor B-3 Multi-Family Development New Multi-Family Development would require a Special Use Permit



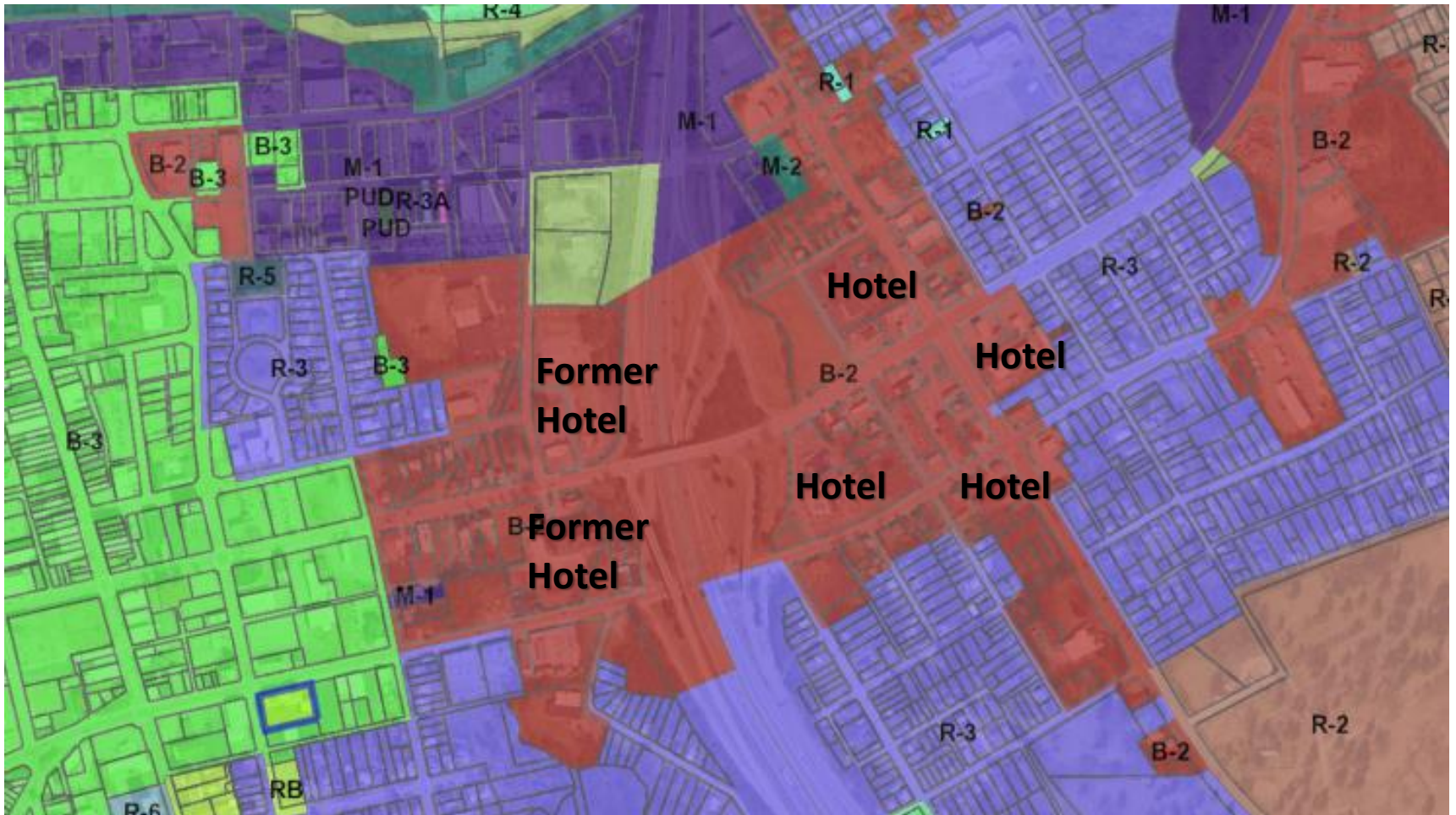
125 N Market Street – Zoned B-3 New Multi-Family Development would require a Special Use Permit



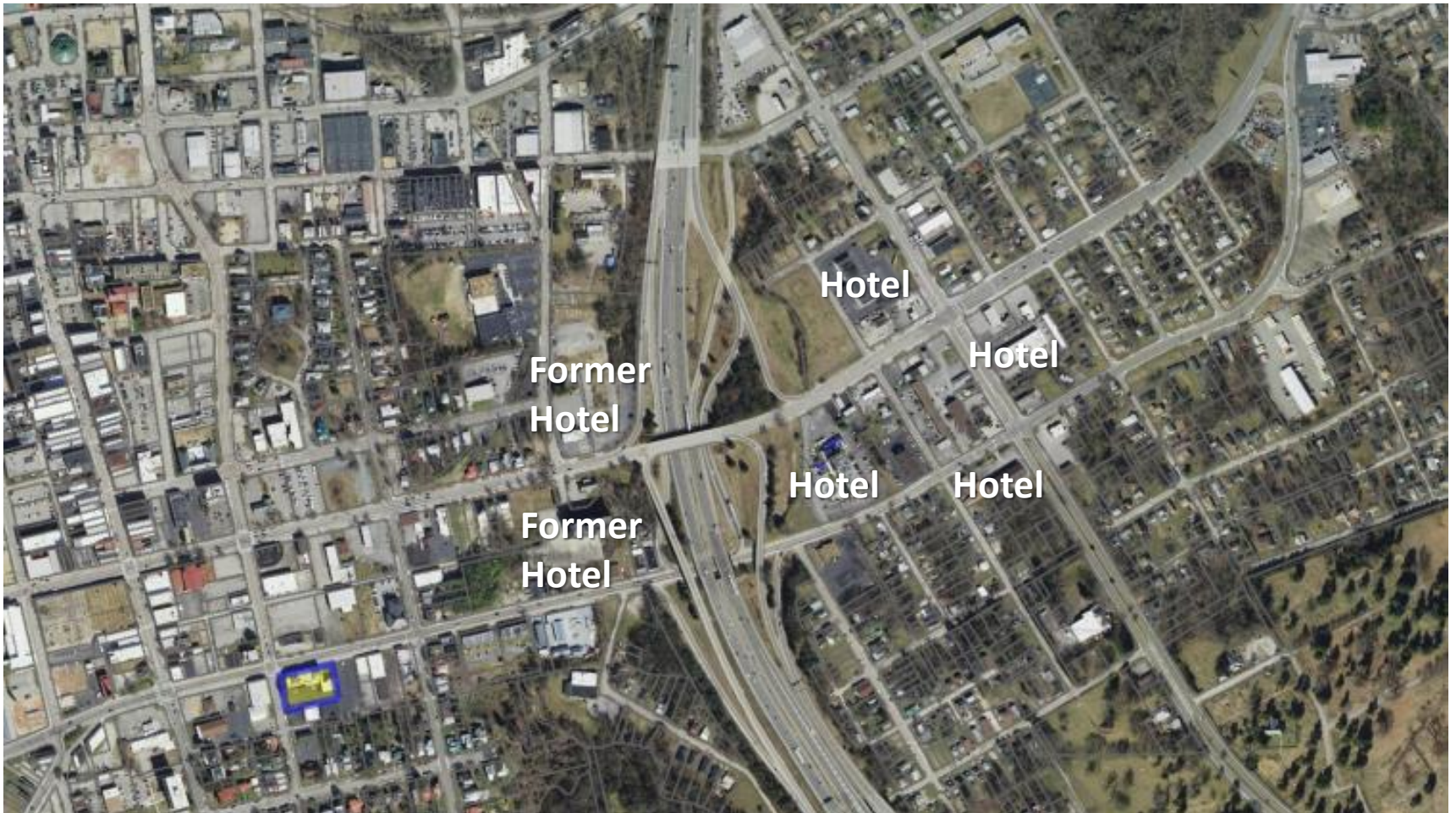
Properties Zoned B – East of Downtown (In **Red** and **Pink** only)



Properties Zoned B-2 East of Downtown (In **Pink** only)

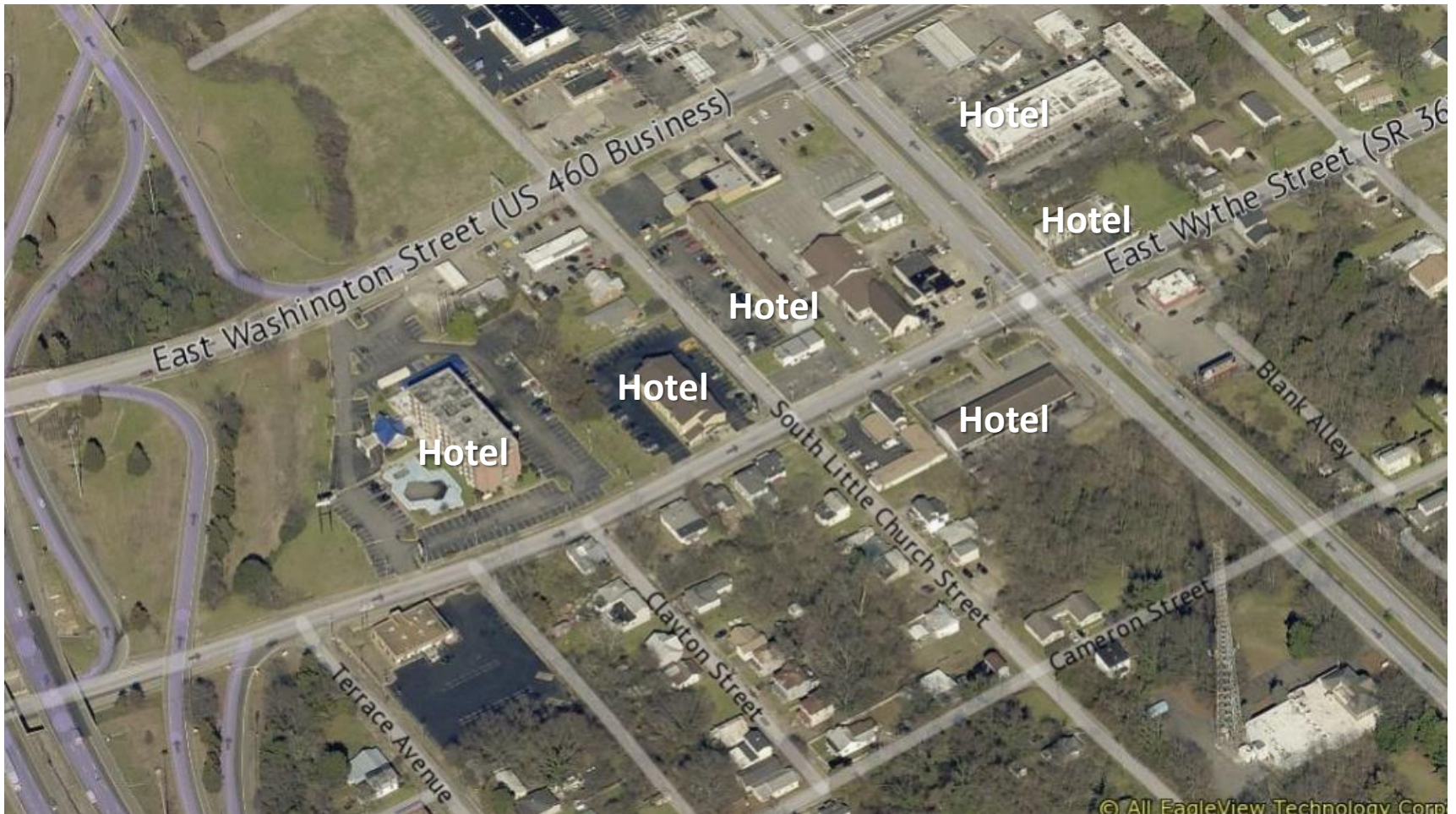


B-2 E Washington Street Properties Impacted: Hotels



B-2 E Washington Street

Properties Impacted: Hotels



City Code Appendix B. Zoning

Article 15 General Commercial District

- The proposed amendment would continue to permit single family and two-family uses by-right in B-2 and B-3 districts, including new construction.
- May consider requiring a SUP for all Residential uses.





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 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 165)**

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: 3/21/2023

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>Report Due Date</u>
Reports (Quarterly Progress – Financial / Additional Reporting / Final)	Per the “Project Workplan”
EPA Form 5700-52A, MBE/WBE Utilization (Available at: https://www.epa.gov/grants/epa-grantee-forms)	Completion of Project
EPA Form 5700-53 – Lobbying and Litigation Certificate (Available at: https://www.epa.gov/grants/epa-grantee-forms)	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:	rtabor@petersburg-va.org	
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:	heather.mackey@deq.virginia.gov		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;
- 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) 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.

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:	Click here to enter a date.

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

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

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

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) 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 21, 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 A Resolution authorizing the City Manager to execute a Special Warranty Deed between the City of Petersburg and the Petersburg Redevelopment and Housing Authority for property designated as Lot 4 on the property addressed as 1400 Farmer Street, the location of the Pecan Acres Housing Development. (Page 183)**

PURPOSE: To authorize the execution of a Deed conveying property from the Petersburg Redevelopment and Housing Authority to the City of Petersburg.

REASON: To comply with laws and procedures for the conveyance of property to the City of Petersburg.

RECOMMENDATION: It is recommended that the City Council adopts the resolution authorizing the City Manager to execute the Warranty Deed.

BACKGROUND: The Petersburg Redevelopment and Housing Authority is proposing to deed the parcel identified as Lot 4 at 1400 Farmer Street, Parcel Identification Number: 046040014 to the City of Petersburg. The property was originally deeded to the Petersburg Redevelopment and Housing Authority by The Vector Company, Inc. in 1973. The property became the location of the Pecan Acres Housing Development.

The Petersburg Redevelopment and Housing Authority is replacing many of the units and funding does not permit property on the redevelopment project site to be located within a floodway. Lot 4 has been identified as being partially located within a floodway. This deed would remove the parcel from the project site.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: \$10.00

CITY COUNCIL HEARING DATE: 3/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Petersburg Redevelopment and Housing Authority

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0321_2023CityCouncilAgendaItemResolutionPRHAWarrantyDeed
2. 0321_2023CityCouncilAgendaItemExhibitA_PRHAWarrantyDeed
3. 03_2023MapParcelLot4
4. 03_2023FIRMETTE_NationalFloodHazard

A Resolution authorizing the City Manager to execute a Special Warranty Deed between the City of Petersburg and the Petersburg Redevelopment and Housing Authority for property designated as Lot 4 on the property addressed as 1400 Farmer Street, the location of the Pecan Acres Housing Development.

WHEREAS, the Petersburg Redevelopment and Housing Authority is proposing to deed the parcel identified as Lot 4 at 1400 Farmer Street, Parcel Identification Number: 046040014 to the City of Petersburg; and

WHEREAS, the property was originally deeded to the Petersburg Redevelopment and Housing Authority by The Vector Company, Inc. in 1973; and

WHEREAS, the property became the location of the Pecan Acres Housing Development; and

WHEREAS, the Petersburg Redevelopment and Housing Authority is replacing many of the units in the Pecan Acres Housing Development, and funding does not permit property on the redevelopment project site to be located within a floodway; and

WHEREAS, Lot 4 has been identified as being partially located within a floodway; and

WHEREAS, this deed would remove the parcel from the project site.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby resolves that the City Manager is authorized to execute a Special Warranty Deed attached as Exhibit A.

Exhibit A

Prepared by: Delphine G. Carnes, Esq. (VSB #48661)
Return to:
Tax Map Reference No.:
GPIN No.:
Title Insurance Underwriter: None
Consideration: \$10.00
Assessed Value: \$_____

This deed is exempt from the recordation taxes imposed
by Section 58.1-801 of the Code of Virginia, 1950,
pursuant to Section 58.1-811(C)(4) and 58.1-811(A)(3).

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 2022 by and between **PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, 128 S. Sycamore Street, Annex Building Petersburg, VA 23803 (**GRANTOR**), and the **CITY OF PETERSBURG**, a municipal corporation of Virginia, 30 Franklin Street, Petersburg, Virginia 23803 (**GRANTEE**).

WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey in fee simple with **SPECIAL WARRANTY**, unto the Grantee, the property described as follows:

[They need to insert an "it being" clause describing the property being conveyed – there are two lots identified as "Lot 4." Based on the email accompanying this document and its attached "Exhibit A" I cannot determine what property is being conveyed to the City]

Said property being further described in more detail in **Exhibit A** attached hereto and made a part hereof;

Except as otherwise expressly set forth herein, this conveyance is made expressly subject to the easements, conditions, reservations, and restrictions, if any, of record, affecting the said property

Exhibit A

and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, 1950, as amended, this deed is in the form approved by the City Attorney for the City of ~~Norfolk~~Petersburg, Virginia, and is accepted by the City Manager on behalf of the City, he having been authorized to so act on behalf of the City of Petersburg by Ordinance Number _____ duly adopted by the Council of the City of Petersburg at the City Council meeting held on _____, which approval and acceptance are evidenced by the execution of this deed by the City Attorney and the City Manager, or their duly authorized deputies.

[Remainder of page left intentionally blank. Signature pages to follow.]

Exhibit A

[Signature page to Special Warranty Deed – Petersburg Redevelopment and Housing Authority /
City of Petersburg]

IN WITNESS WHEREOF, Petersburg Redevelopment and Housing Authority has caused
these presents to be executed as of the above date by Nathaniel T. Pride, its Executive Director.

**PETERSBURG REDEVELOPMENT
AND HOUSING AUTHORITY**

By: _____
Name: Nathaniel T. Pride
Title: Executive Director

COMMONWEALTH OF VIRGINIA, at-large
CITY OF PETERSBURG, to-wit:

I, _____, a Notary Public in and for the Commonwealth of
Virginia at Large, do hereby certify that Nathaniel T. Pride, Executive Director of Petersburg
Redevelopment and Housing Authority, whose name as such is signed to this instrument, bearing date
on the _ day of _____, 2022, has acknowledged the same before me in my City and
State aforesaid, this _____ day of _____, 2022.

Exhibit A

Notary Public

Notary ID No.: _____

My commission expires: _____

[Signatures continue on following page.]

[Continuation of signatures pages to Special Warranty Deed – Petersburg Redevelopment and
Housing Authority / City of Petersburg]

CITY OF PETERSBURG

By: _____

Name:

Title: City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF PETERSBURG, to-wit:

I, _____, a Notary Public in and for the City of Petersburg, in the Commonwealth of Virginia, do hereby certify that _____, City Manager, and _____, City Clerk, respectively, whose names as such are signed to the foregoing instrument, bearing date on the ____ day of _____, 2022, have acknowledged the same before me in my City and State aforesaid, this ____ day of _____, 2022.

Notary Public

Notary ID No.: _____

Exhibit A

My commission expires: _____

Approved as to form and correctness:

Deputy City Attorney



EXHIBIT A
Legal Description

ALL THAT certain lot, piece or parcel of land, the buildings and improvements thereon, situate in the City of Petersburg, Virginia, and known, numbered and designated as Lot 4, as shown on that plat entitled "Resubdivision of Pecan Acres, Petersburg, Virginia" dated May 18, 2019, revised August 17, 2020 prepared by Timmons Group, which said plat was duly recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Plat Book 7, at page 46.

Commented [AW1]: Which "Lot 4"?

Petersburg, Virginia

Legend

-  County Boundaries
-  Parcels



Feet
0 50 100 150 200
1:2,257 / 1"=188 Feet

Title: 1400 Farmer Street - Lot 4

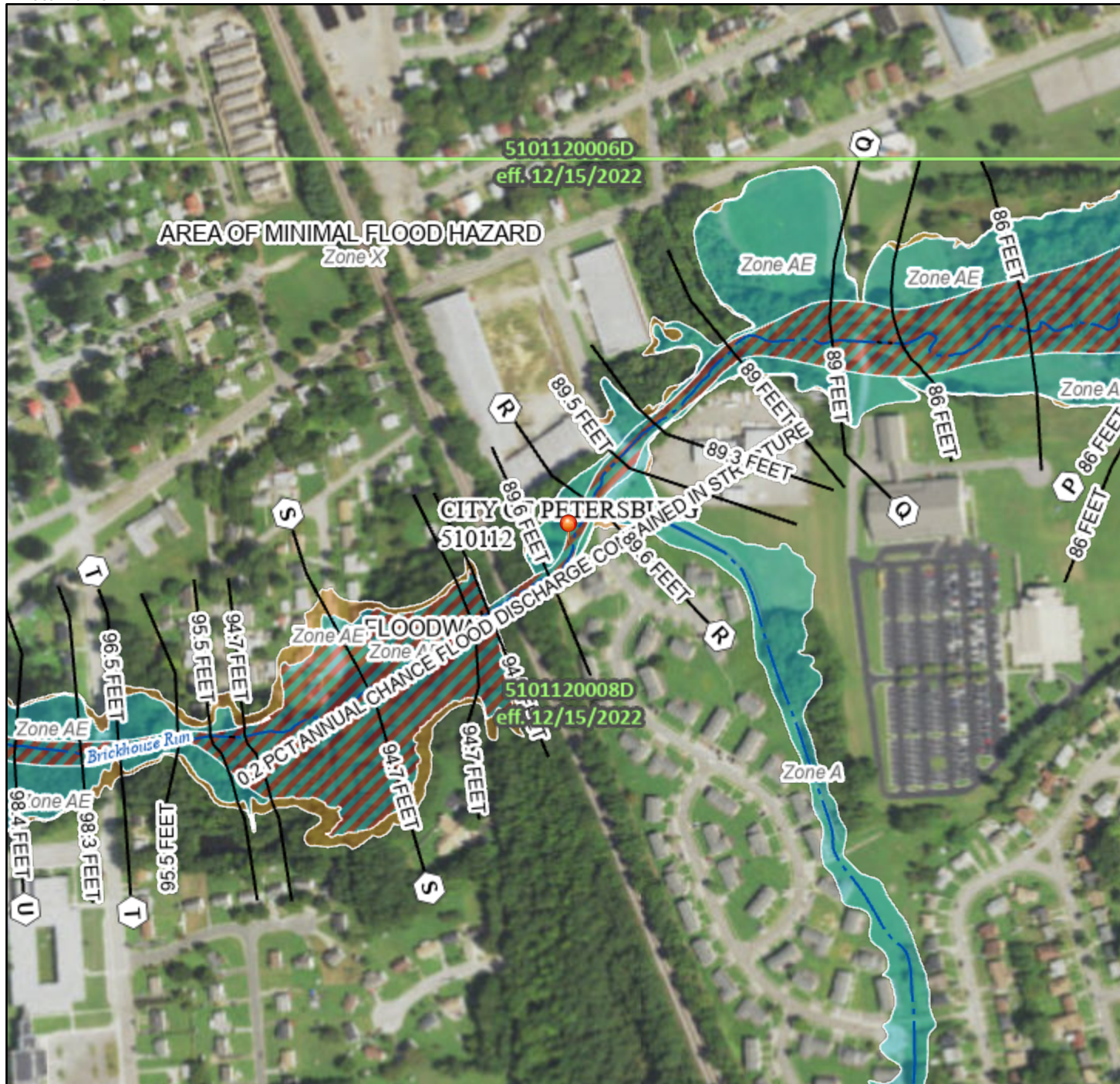
Date: 3/9/2023

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.

National Flood Hazard Layer FIRMette



77°25'55"W 37°13'12"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

77°25'18"W 37°12'43"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/9/2023 at 5:45 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: **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 - 2nd reading. (Page 193)**

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: 3/21/2023

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.**

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

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

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

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

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

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 30th 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:

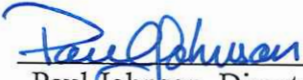
This project was funded wholly or in part by the U.S. Department of Homeland Security (DHS) to support protecting the lives of Americans and their property from the risks associated with dams. The Rehabilitation of High Hazard Potential Dams Grant Program (HHPD), administered in connection with the NDSP, 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."

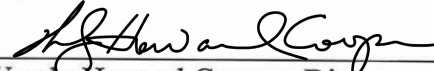
ASSURANCES: By entering into this Agreement, the Grantee certifies that it has the legal authority to apply for federal assistance, and it has the institutional, managerial and financial capability (including funds sufficient to pay for subjects costs until reimbursement or pay for the non-federal share 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

Workplan

Name of Project: Planning and Design Wilcox Dam								
Name of Dam: Wilcox Dam								
Hazard Classification: High								
NID ID: VA730002								
List HHPD Objective/s (Ref. NOFO, Pg. 2, #9)	Eligible Project Type	Activity/ Sub-Tasks	Description of Expected Outcomes	Performance metric (Ref. NOFO Pg.29, 2.C)	Estimated annual O&M costs (Ref. NOFO Pg.17, 5.b, HHPD-G Appendix G)	Person Responsible /Subrecipient	Estimated Start Date	Estimated Completion Date
	(Ref. NOFO, Pg.34, G)	(Ref. NOFO, Pg. 34, Table 3)					Month/Year in PoP)	Month/Year in PoP)
1 Reduce the potential consequences to life and property of high hazard potential dam incidents.	Planning and Design	1 Administrative	Grants Management	Wilcox Dam has 113 dwellings, 1 critical infrastructure hospital, 2 business and a railroad and roads at risk should this dam fail; PAR is calculated at 476	N/A	City of Petersburg	Jul-22	Sep-24
		1.1 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)					
		1.2 Preliminary Engineering	Dam risk and consequence assessments Feasibility studies Preliminary engineering studies Alternatives analysis Mapping, engineering survey, and inundation modeling					
		1.3 Engineering Design	Engineering design Development of specifications					
		1.4 Outreach and Risk Communication	Public education and awareness of flood risks associated with the eligible project					



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Anthony Williams

RE: **Consideration of a Resolution to Approve National Opioid Settlement - Teva and Allergan - CVS, Walgreens and Walmart. (Page 208)**

PURPOSE: To enable the City of Petersburg to participate in the National Opioid Settlement involving Teva, Allergan, CVS, Walgreens, and Walmart

REASON: In year 2021, the City of Petersburg adopted resolutions 21-R-93 and 21-R-94 authorizing the City's participation in the National Opioid Settlement involving Johnson & Johnson/Janssen and Cardinal, AmerisourceBergen and McKesson. The Office of the Virginia Attorney General has tentatively reached additional settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

Depending on participation by states and subdivisions, the Settlements require:

- ☐ Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- ☐ Allergan to pay up to \$2.02 billion over 7 years;
- ☐ CVS to pay up to \$4.90 billion over 10 years;
- ☐ Walgreens to pay up to \$5.52 billion over 15 years; and
- ☐ Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys' fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

The specific amount of funds that will be disbursed to the City as a participant will depend, among other things, upon the number of localities participating in the settlement. In order to participate in the settlement, the City must submit all required documentation (including adopting the attached Resolution on or before April 18, 2023.

RECOMMENDATION: Adopt the Resolution.

BACKGROUND: In year 2021, the City of Petersburg adopted resolutions 21-R-93 and 21-R-94 authorizing the City's participation in the National Opioid Settlement involving Johnson & Johnson/Janssen and Cardinal, AmerisourceBergen and McKesson. The Office of the Virginia Attorney General has tentatively reached additional settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

Depending on participation by states and subdivisions, the Settlements require:

- ☐ Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- ☐ Allergan to pay up to \$2.02 billion over 7 years;
- ☐ CVS to pay up to \$4.90 billion over 10 years;
- ☐ Walgreens to pay up to \$5.52 billion over 15 years; and
- ☐ Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys' fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

The specific amount of funds that will be disbursed to the City as a participant will depend, among other things, upon the number of localities participating in the settlement. In order to participate in the settlement, the City must submit all required documentation (including adopting the attached Resolution on or before April 18, 2023).

COST TO CITY: 0

BUDGETED ITEM: n/a

REVENUE TO CITY: TBD

CITY COUNCIL HEARING DATE: 3/21/2023

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. national_opioid_settlement_notice_settlement_overview (002)
2. DRAFT RESOLUTION (Feb 2023) for non-litigating cities and counties - Approval of Settlements with Teva Allergan Walmart CVS and Walgreens
3. Action_Required_Teva_Allergan_CVS_Walgree
4. 21-R-93
5. 21-R-94

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Petersburg city, VA

Reference Number: CL-393073

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.***

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan (“Manufacturers”), and three pharmacies, CVS, Walgreens, and Walmart (“Pharmacies”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys’ fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.

RESOLUTION

A RESOLUTION OF THE PETERSBURG CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST TEVA, ALLERGAN, WALMART, WALGREENS, CVS, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENTS

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Petersburg, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Petersburg's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Petersburg, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Petersburg; and

WHEREAS, settlement proposals have been negotiated that will cause Teva, Allergan, Walmart, Walgreens, and CVS to pay billions of dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that these pending settlements with Teva, Allergan, Walmart, CVS, and Walgreens shall be considered "Settlements" that are subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Janssen Pharmaceuticals; and

WHEREAS, the City Attorney and City Manager have reviewed the available information about the proposed settlements and have recommended that the City participate in the settlements in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Petersburg City Council, this ____ day of _____, 2023, approves of the City's participation in the proposed settlement of opioid-related claims against Teva, Allergan, Walmart, Walgreens, CVS, and their related corporate entities, and directs the City Attorney and City Manager to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against settling entities.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Petersburg city, VA
Reference Number: CL-393073

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Virginia is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

In Virginia, participating counties and independent cities may receive some of the settlement funds directly, pursuant to the allocation framework set forth in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU"), which has been previously approved by all Virginia counties and cities, and the Virginia Opioid Abatement Fund statute, Va. Code § 2.2-2374. In addition, some towns are being asked to approve the settlements and submit participation forms because, due to the structure of the settlement agreements, towns above a certain population threshold must approve the settlements and submit participation forms in order to maximize the overall recovery for the Commonwealth and its subdivisions. Participating towns are not eligible to receive direct shares from the settlement funds—however, they may be able to apply for, request, or receive funds for opioid abatement programs through their counties. Participation by these towns will help to maximize the recovery for all of Virginia's counties, including the counties in which they are located.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

- (2) *Manual Signature returned via DocuSign:* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Tom Beshere at the Virginia Attorney General's Office at 804-823-6335 or tbeshere@oag.state.va.us.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Petersburg city	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Petersburg city	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Petersburg city	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Petersburg city	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Petersburg city	State: VA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PETERSBURG, VIRGINIA APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSSEN, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENTS.

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities and counties by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

WHEREAS, the Commonwealth of Virginia and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

WHEREAS, settlement proposals have been negotiated that will cause McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to \$26 billion nationwide to resolve opioid-related claims against them;

NOW THEREFORE BE IT RESOLVED that the City Council for the City of Petersburg, Virginia, this 16th day of November, 2021, approves of the City's participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities, and directs the City Attorney and City Manager to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against settling entities.

Resolution 21-R-93
Adopted by the City of Petersburg
Council of the City of Petersburg on:
11-16-21


Clerk of City Council

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PETERSBURG, VIRGINIA APPROVING OF THE CITY'S PARTICIPATION IN THE VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING ("MOU") AND DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE MOU.

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities and counties by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

WHEREAS, the Commonwealth of Virginia and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

WHEREAS, in order to advance their common interests, Virginia local governments and the Commonwealth of Virginia, through counsel, have extensively negotiated the terms of a memorandum of understanding relating to the allocation and use of litigation recoveries relating to the opioid epidemic;

NOW THEREFORE BE IT RESOLVED that the City Council for the City of Petersburg, Virginia, this 16th day of November, 2021, hereby authorizes and approves of the Virginia Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") attached hereto and incorporated by reference as Exhibit "A," and directs the City Attorney and City Manager to execute the MOU on behalf of the City of Petersburg.

Resolution 21-R-94
Adopted by the City of Petersburg
Council of the City of Petersburg on:
11/16/2021


Clerk of City Council



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: March 21, 2023
TO: The Honorable Mayor and Members of City Council
THROUGH: March Altman, Jr., City Manager
FROM: LaKishah White
RE: **Presentation of TLC Renewal 2023-2024. (Page 235)**

PURPOSE: For informational purposes.

REASON: For informational purposes.

RECOMMENDATION: For informational purposes.

BACKGROUND: See attached PowerPoint presentation.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 3/21/2023

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. City of Petersburg - Council Renewal meeting 3.21.2023 mcj2



July 1, 2023 Renewal Review with Council

March 21, 2023



Renewal Summary and Plan Modifications

- The Local Choice (TLC) renewal is calling for an 8.8% increase, or \$418,944 to current
 - Reflects a 1.0% one-time adjustment from TLC
- Diabetes prevention program added – Personalized digital health coaching solution
- LiveHealth Online will include dermatology visits
- In-Home Addiction Treatment added – in-home treatment via in-person and telehealth visits
- Expanded virtual care options – in-app medical text chat for on-demand 24/7 urgent care as well as scheduled follow-up visits for wellness, prevention, and chronic condition care.

Option A The City and Employees Share the Renewal Increase

Option	Plan 1	Plan 2	Plan 3	Total Premium	Employer Premium Contribution	Employee Premium Contribution
Current Local Choice	Key Advantage 1000	Key Advantage 500		\$4,772,028	\$3,645,706	\$1,126,322
Option A: Renewal Local Choice	Key Advantage 1000	Key Advantage 500		\$5,190,972	\$3,965,767	\$1,225,205
				8.8%	8.8%	8.8%
				\$418,944	\$320,061	\$98,883

Total increase to the City 8.8% or \$320,061

Total increase to the employees 8.8% or \$98,883

Option C City Absorbs the Increase and Employee Premium Remain as is

Option	Plan 1	Plan 2	Plan 3	Total Premium	Employer Premium Contribution	Employee Premium Contribution
Current Local Choice	Key Advantage 1000	Key Advantage 500		\$4,772,028	\$3,645,706	\$1,126,322
Option C Local Choice	Key Advantage 1000	Key Advantage 500		\$5,190,972	\$4,064,650	\$1,126,322
<i>City take on Increase</i>				8.8%	11.5%	0.0%
				\$418,944	\$418,944	\$0

Total increase to the City \$418,944

Total increase to the employees \$0.00

Option D Add a Third Plan Option HDHP; Employee Contributions Increase on the 500 Plan and Decrease on the 1000 Plan

Option	Plan 1	Plan 2	Plan 3	Total Premium	Employer Premium Contribution	Employee Premium Contribution
Current Local Choice	Key Advantage 1000	Key Advantage 500		\$4,772,028	\$3,645,706	\$1,126,322
Option D Local Choice	Key Advantage 1000	Key Advantage 500	HDHP \$3000/20%	\$5,190,972	\$3,797,187	\$1,393,785
<i>Diff work</i>				8.8%	4.2%	23.7%
				\$418,944	\$151,481	\$267,463

Total increase to the City 4.2% or \$151,481

Total increase to the employees 23.7% or \$267,463

*Assumes no shift in enrollment by plan

Recommendation

- Option C - Continue with TLC offering the two current plan options
 - Key Advantage 500
 - Key Advantage 1000
- Contributions
 - Keep employee contributions as is and the City absorbs the increase
- This will allow the City to be positioned to retain and attract new talent
- Future planning
 - Provide education on the high deductible health plan and Health Savings Accounts to provide a better understanding of this future option.
 - Review the market for potential options outside of TLC

