



# City of Petersburg Virginia

www.petersburgva.gov

## November 8, 2023 - City Council Work Session

November 8, 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 Administration

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

- 
1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Public Comments**
  6. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. **Minutes: (Page 3)**
      - October 17, 2023- Closed Session Meeting Minutes
      - October 17, 2023 - Regular City Council Meeting Minutes
    - b. Consideration of an appropriation for a \$2,467 increase to the FY24 approved & adopted budget for the Litter Grant received from the Virginia Department of Environmental Quality (DEQ). This increases the amount from \$10,158 to \$12,645 for the City of Petersburg's Litter Prevention and Recycling Program activities for FY24 - 1st Reading. **(Page 18)**
    - c. Consideration of ordinance to re-establish the Commercial property-assessed clean energy (CPACE) program - 1st Reading **(Page 23)**
    - d. A request to schedule a public hearing on the consideration of an ordinance to amend and re-adopt Chapter 21 including Sections 21-1 and 21-2 to change the name of the "Petersburg Area Public Arts" to the "Petersburg Arts Council." **(Page 73)**
    - e. A request to schedule a public hearing to consider an ordinance to amend and re-adopt Chapter 2 Article VII Subdivision I of the Petersburg City Code to include Section 2-360 to authorize the City Manager to administratively approve amendments to the purchasing manuals & purchasing procedure. **(Page 76)**
    - f. A request to schedule and consider a public hearing and consideration of a request from Sayed Shah Owner, representative of S Shah Properties LLC. to obtain a Special Use Permit as provided for under Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish 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. The subject property is located at 112 and 114 N Crater Road, and further identified as Tax Parcel # 012110010 and #012110009. The Comprehensive Plan suggests this area is appropriate for commercial and residential uses. The property is zoned B-2, General Commercial District. **(Page 79)**

**7. Special Reports**

- a. Presentation of Proclamation designating the month of November as Family Court Awareness Month. **(Page 119)**
- b. Presentation of Proclamation designating November 1, 2023, as Extra Mile Day. **(Page 120)**
- c. Presentation for years of service to Mr. Barrett Harrison in the Department of Utilities. **(Page 121)**
- d. Presentation to announce L. L. Bean's National Pop-Up Shop coming to Petersburg December 2, 2023 and December 3, 2023. **(Page 122)**

**8. Monthly Reports**

**9. Finance and Budget Report**

**10. Capital Projects Update**

**11. Utilities**

- a. Update from JMT on Poor Creek Project.

**12. Streets**

**13. Facilities**

**14. Economic Development**

**15. City Manager's Agenda**

- a. Update on Neighborhood Services Project Maintenance Process

**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:** November 8, 2023

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

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

**FROM:** Nykesha Lucas

**RE:** **Minutes: (Page 3)**  
**-October 17, 2023- Closed Session Meeting Minutes**  
**-October 17, 2023 - Regular City Council Meeting Minutes**

---

**PURPOSE:** Minutes of previous city council meetings.

**REASON:** For the city council members to approve the minutes of previous city council meetings.

**RECOMMENDATION:** To have the minutes approved with the consent agenda.

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

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/8/2023

**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. October 17, 2023 Closed Session Meeting Minutes
2. October 17, 2023 regular city council minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, October 17, 2023, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:01p.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

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)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition of real property for a public purpose and 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 and disposition of real property and (7) and (8) of the Code of Virginia for the purpose of receiving legal advice and 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 Petersburg Circuit Court Case CL22000681-00; Code of Virginia 2.2-3700 et. seq.; and other matters requiring the legal advice of the City Attorney and under (29) of the Code of Virginia for the purpose of discussion regarding the subject matter of a public contract involving the expenditures of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of a public contract; and under (1) of the Code of Virginia 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 the discussion of the performance, assignment, and appointment of a specific public officer of the City of Petersburg.

Vice Mayor Hill made a motion that the City Council go into closed session for the purposes noted. Council Member Westbrook seconded the motion.

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

The City Council entered closed session at 3:03 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 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 state prior to the vote indicating the substance for departure in which he believes has occurred. This requires a roll call vote.”

Vice Mayor Hill made a motion to return the City Council to open session and certify the purposes of the closed session. 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

**23-R- 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 5:35pm

Mayor Parham stated, “Next, I will entertain a motion to authorize the city manager and city attorney to amend the purchase agreement on the Harvell Dam Exchange to facilitate acceptance of the property from either the trust or estate as necessary to complete the transactions.”

Vice Mayor Hill made a motion to authorize the city manager and city attorney to amend the purchase agreement on the Harvell Dam Exchange to facilitate acceptance of the property from either the trust or estate as necessary to complete the transactions. 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

Mayor Parham stated, “Next, I will entertain a motion to authorize the city manager and city attorney to offer and settle Petersburg Circuit Court Case No.: CL22000681-00 upon the terms specified in closed session. If such terms are not accepted, the city shall proceed to litigate the case.”

Council Member Myers made a motion to authorize the city manager and city attorney to offer and settle Petersburg Circuit Court Case No.: CL22000681-00 upon the terms specified in closed session. If such terms are not accepted, the city shall proceed to litigate the case. Vice Mayor Hill 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

Mayor Parham stated, “Next, I will entertain a motion to authorize the city manager and city attorney to amend the MOU with Waukeshaw Development consist with the request made on behalf of Waukeshaw on 10/17/2023 concerning the prospective purchase of real property contingent upon closing of the timing.”

Vice Mayor Hill made a motion to authorize the city manager and city attorney to amend the MOU with Waukeshaw Development consist with the request made on behalf of Waukeshaw on 10/17/2023 concerning the prospective purchase of real property contingent upon closing of the timing. 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

Mayor Parham stated, “Next, I will entertain a motion to authorize the city manager and city attorney to execute the MOU with People’s Advantage Federal Credit Union with the proposed amendment to paragraph 2 to indicate ‘to the extent permitted under Virginia Law.’”

Council Member Myers made a motion to authorize the city manager and city attorney to execute the MOU with People's Advantage Federal Credit Union with the proposed amendment to paragraph 2 to indicate "to the extent permitted under Virginia Law." Vice Mayor Hill 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

**3. ADJOURNMENT:**

The City Council adjourned at 5:39 p.m.

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

APPROVED:

\_\_\_\_\_  
Mayor

DRAFT

The regular meeting of the Petersburg City Council was held on Tuesday, October 17, 2023, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:39 p.m.

**1. ROLL CALL:**

Present:

Council Member Charles Cuthbert, Jr.  
Council Member Marlow Jones  
Council Member Annette Smith-Lee (left at 5:42pm)  
Council Member Arnold Westbrook, Jr.  
Council Member W. Howard Myers  
Vice Mayor Darrin Hill  
Mayor Samuel Parham

Absent: None

Present from City Council Administration:

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

**2. PRAYER:**

Mayor Parham stated that Vice Mayor Hill will lead the city council meeting in the opening prayer. He asked to include in the prayer Israel.

Vice Mayor Hill led the city council meeting in the opening prayer.

**3. PLEDGE OF ALLEGIANCE:**

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

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

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

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

- a. Presentation of proclamation designating the month of October 2023 as Breast Cancer Awareness Month.

Mayor Parham read the proclamation aloud.

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

Mayor Parham stated that responses to previous public information period is under the council communications.

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

- a. Minutes:  
-October 3, 2023 - Closed Session Meeting

-October 3, 2023 – Work Session Meeting

- b. Consideration of an ordinance appropriation for 508516-LE ARPA – Law Enforcement Equipment Grant – 1<sup>st</sup> Reading

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

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

- a. A public hearing for the consideration of an ordinance authorizing the City Manager to execute a Pilot Operating Agreement with Bird Rides, Inc. to establish a Stand-Up Electric Scooter sharing system within the City of Petersburg.

**BACKGROUND:** The City of Petersburg received a proposal from Bird Rides, Inc. to operate a Stand-up Electric Scooter sharing system within the City of Petersburg. Bird Rides, Inc. was founded in 2017 and operates in 25 countries and 400 cities. The system works through an online application whereby users sign a user agreement to verify their age is 18 or older, add payments, and complete educational tutorials prior to each ride. The system is dockless and riders have freedom to choose the drop off and pick-up locations. Operators locate and retrieve scooters throughout the day. The cost is \$1.00 per minute, with an average cost of \$6.00. Discounts are offered to veterans, senior citizens, healthcare workers, and students with Pell grants.

The purpose is to provide a low-cost transportation alternative, with a focus on the first and last mile between a departure location and a destination. Operating zones can be established to limit use within specific target areas. The agreement between the city and Bird includes liability, insurance, and indemnification clauses. Each rider must sign an agreement that includes liability and indemnification clauses as well.

**RECOMMENDATION:** It is recommended that the City Council holds a Public Hearing and considers an Ordinance authorizing the city manager to execute a Pilot Operating Agreement with Bird Rides, Inc. to establish a Stand-Up Electric Scooter sharing System within the City of Petersburg.

Naomi Siodmok, Director of Planning & Community Development, gave an update on the request.

Mayor Parham opened the floor for public comments.

Jeff Fleming, 1819 Chuckatuck Avenue, asked what type of batteries are going to be used in the scooters. He stated that lithium is a problematic battery with charging, and it causes fires that are hard for the fire department to put out. He stated that he had a problem with the cost of the use of the scooters. He stated that he is not sure if the person really looked at the cost and the income for the City of Petersburg. He stated that he does not see how this helps the city other than helps Bird make money. He stated that he would like those questions answered.

Genevieve Lohr, 19 Guarantee Street, stated that she would like to share some information that her daughter shared with her. She stated that she shared a video of concerns about scooters and those with mobility issues. She stated that if the scooter is left on the sidewalk and someone is using a wheelchair how are they supposed to get across the sidewalk? She stated that she is urging them on how they would keep track of this issue with those who are using wheelchairs or any other type of mobility.

Gary Talley, 2323 Fort Rice Street, stated that he was reading the information on the attachments for tonight's agenda. He stated that discounts are being given to veterans and older citizens. He stated that given the condition of the streets and the speeding problem, this is one of the silliest things of which he has heard.

Barbara Rudolph, 1675 Mt. Vernon Street, stated that she was at the work session when the gentleman presented, and that the council had some questions that she thought were good. She stated that she does not think that the man had good answers. She stated that she agrees with Mr. Talley.

Michael Edwards, 409 Grove Avenue, stated that there is a safety issue and hazard with the scooters being left in the street. He stated that more questions need to be asked. He stated that he encourages this item to be tabled for more discussion or denied.

Mayor Parham closed the public hearing.

There was discussion and comments among staff and the city council.

Council Member Jones made a motion to deny the request to execute a Pilot Operating Agreement with Bird Rides. Vice Mayor Hill seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

- b. A public hearing and consideration of an ordinance recommending approval of a petition for a Special Use Permit at the property located at 2744 South Crater Road for a hand car wash and detailing use in B-2, General Commercial District.

**BACKGROUND:** Mr. Stacey Phelps, owner and operator of Sparkle Detailing, LLC, is requesting a special use permit for hand car wash & detailing use at 2744 South Crater Road. This use is permitted with a special use permit per Article 23 of the zoning ordinance. Planning Commission, on September 7, 2023, and staff recommend approval with the following conditions:

1. The applicant shall maintain a clean site environment without any storage of materials or equipment.
2. No vehicle stored on the property awaiting cleaning may be retained on the premises for more than 48-hours.
3. No vehicle repair shall be operated on the subject premises.

**RECOMMENDATION:** Approval with conditions:

1. The applicant shall maintain a clean site environment without any storage of materials or equipment.
2. No vehicle stored on the property awaiting cleaning may be retained on the premises for more than 48-hours.
3. No vehicle repair shall be operated on the subject premises.

Naomi Siodmok, Director of Planning & Community Development, gave an update on the request.

Mayor Parham opened the public hearing for public comments.

Jeff Fleming, 1819 Chuckatuck Avenue, stated that he is all about people making money and opening up their own businesses. He asked from a city standpoint how many car washes the City of Petersburg needs. He stated that they have to start planning and not be a city of car washes, vape stores and hair stores.

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

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

Mayor Parham turned the gavel over to Vice Mayor Hill to make a motion.

Mayor Parham made a motion to deny the request for a Special Use Permit for the property located at 2744 South Crater Road. Council Member Jones seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

The gavel was handed back over to Mayor Parham.

- c. Consideration of a public hearing on the Master Development Agreement between City of Petersburg and the Virginia Development Consortium for "Sycamore Grove" and "Adams North" Projects.

**BACKGROUND:** The City of Petersburg issued a Request for Information (RFI) for prospective developers for the construction and operation of a grocery on city-owned parcels. Virginia Development Consortium (VDC) submitted a responsive expressing interest in the development of two (2) city-owned sites – 801 South Adams Street (former Southside Regional Hospital site) and the former Master Chevrolet properties. The city, along with the Commonwealth of Virginia via the Partnership for Petersburg, continues to negotiate with VDC to bring these transformative redevelopment projects forward.

**RECOMMENDATION:** City Council approves the ordinance and authorizes the City Manager and City Attorney to take all actions necessary to execute the Master Development Agreement and continue negotiations with the Virginia Development Consortium.

Mr. Altman gave a briefing on the request.

Mayor Parham opened the public hearing for public comments.

Barbara Rudolph, 1675 Mt. Vernon Street, stated that the document indicated that there were exhibits on the properties that were involved. She stated that she still thinks that it would be valuable for the public to know about. She stated that from listening to what Mr. Altman stated that this will proceed then it will be separate agreements for each parcel. She stated that she feels that the information does not serve the council or the public well and is not informative of what is going on. She stated that next time she advises them to leave that page out when the agenda is done. She stated that it raises questions on information that stated was provided but really was not.

Jeff Fleming, 1819 Chuckatuck Avenue, stated that he is not sure what depth the project is but that he heard that it is going to be a supermarket which is something that the city needs. He stated that he would like to know a timeline and whether it is going to come to fruition. He stated that it sounds great with the Governor's partnership but what is the timeline on the project?

Mr. Altman stated that those are good comments from the citizens. He stated that he would say that they are still working on the timeline because they are still working on the sub-agreement for the master agreement. He stated that they are not going to act without their being a benefit for the city. He stated that they are doing everything that they can to protect the citizens and the properties that the city has moving forward. He stated that they are not committing to a dollar figure at this time.

Gary Talley, 2323 Fort Rice Street, stated that this is a wonderful project. He stated that opening new businesses is putting stress on the city. He stated that they need to look at that before opening up anymore new businesses. He asked whether the infrastructure, water system and pipes support a new business like this.

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

Council Member Cuthbert made a motion to approve the ordinance and adopt the Master Development Agreement with the addendum to the last paragraph that should read "Now therefore be it ordained that the City Manager and City Attorney are hereby directed to perform all actions necessary to facilitate the proposed transfers of real property and take all actions necessary to execute the Master Development Agreement and execute and submit documents as necessary to facilitate the IRF grant/loan for the project and continue negotiations with Virginia Development Consortium in furtherance of the creation of the individual Development Agreements for the "Adams North" and "Sycamore Grove" projects referenced therein". Council Member Myers seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

**23-ORD-51 AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY AND VIRGINIA DEVELOPMENT CONSORTIUM FOR THE CONVEYANCE OF REAL PROPERTY IN FURTHERANCE OF THE "ADAMS NORTH" AND "SYCAMORE GROVE" PROJECTS.**

**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.

Geneviene Lohr, 19 Guarantee Street, stated, "I know that this has been a topic of conversation for several times at several different council meetings regarding the number of people utilizing social service benefits. I have heard it from many, so I wanted to discuss that a little bit. So, the population of Petersburg is approximately 33,000 people. And the number of people receiving benefits through social services, the most being 25,722, that sounds like a lot. However, only 1,241 of those people are receiving a cash benefit. That is temporary assistance for needy families. Of that approximately 1,200 people, of which 69% of them are children. So, when our city council is upset about the number of people utilizing social service benefits, the only cash benefit is that one. There are 1,200 people and about 70% of them are children. So, the other piece of that is SNAP, which is food stamps, is in the amount of 16,000; medical assistance in the amount of 22,000 people. Petersburg is the least healthy city in the State of Virginia. For us to be healthy people we need health insurance and access to healthy food. Both medical assistance and food stamps provide those things. So, it is important when people talk about social service benefits that we look at this logically. The people who are living here, there are too many living under the poverty level. They need these benefits to eat and feed their children and to go to the doctor. So, those things are good things that we should be encouraging. If we want to encourage something that is positive, then we need to talk about the median income for people. Or the fact that according to the census most people commute for approximately 24 minutes. Are you walking to work for a 24-minute commute? You are not, right? You are driving. That requires a car and a lot more money. So, if that is where the jobs are paying enough for you to pay your bills then that is an issue. There is more to discuss more I will leave that for a later day. But it is important that all of you remember that in the 25,000 people some of them listen to you when you talk about people using social service benefits. I am one of those people and I find it very inappropriate. Thank you."

Barbara Rudolph, 1675 Mt. Vernon Street, stated, "I would like to give something to Mrs. Lucas to share with all of you. Thank you, Mr. Altman. This is something that I have been wanting to talk about for a while. Back in March you all had a presentation about employee health insurance and its cost. There was a

looming crisis that there was a cost increase of \$419,000. The consideration was do we spread this to the employees and have them pay for it or does the city absorb it. At the time, the city decided to absorb that. But that did not really take care of the whole problem. Because the big issue was the one that Councilor Cuthbert identified at the meeting was that we have not been able to fix the high cost that the employees pay for health insurance. And this is very burdensome for some of our employees. So, if you look at the first chart, I took the Petersburg plans that are offered and what the employees have to pay. And I did a model of different salary ranges. We know that \$15 per hour is the goal to pay our employees. Because of time consideration let us just go right into the dramatic part of it which is the lower left corner. And that is where you are looking at our lowest paid employees. If they are individuals who have families and want to cover their families with city provided health insurance, if you look under the high plan that individual would be paying over 37% of their gross income for health insurance. I just want you to think about that. If you take 37% off your gross before you deduct it for social security, VRS, Medicare and any other benefits that the city takes money out of. The best way to show this is to actually look at the numbers. I know that you all hear from employees about how much it costs and how difficult it is and how you lose people. This is why. I am running out of time, but I will tell you what is on the other sheet. This is the rest to think about. Look at what Petersburg people are paying compared to what some other employers are paying. People in the state are paying just as much as the people pay in the city. But when you look at employees plus family the state employees are only paying \$387 a month for the same thing. Employees can compare and see this. This is the reason our folks are so concerned about what they are paying. Every year the city comes and says that we ran out of time, and we could not get it together and next year we will come back and do this in the budget and find better plans. Well, this is the beginning of the warning shot to please start working on that. You have employed a consultant for over \$47,000 a year who could not produce anything for this year. You need to get some results because this is criminal with having someone paying over 37%."

Ken Pritchett, 1113 Overbrook Road, stated, "I guess when I started coming back to council meetings a few weeks ago, I did not realize that things had changed so much from the standpoint of when you ask a question you have to research to find the answers. Unfortunately, I did not come to the next meeting after one of my questions. But I brought up 1917 Powhatan. That was supposed to have another court hearing within 60 days. And I think that has happened, but I have not seen or heard anything about what the court decided on with the derelict house. I mention that because I have been concerned about the things that are asked of people who are trying diligently to restore homes that are in the city, especially West High Street. We have houses that are very derelict that have holes in metal roofs, and we are asking people to put a new metal roof on a house when they restore it. A metal roof cost about six or seven times more than a composition roof. And just as a comparison, four houses have been sold this year from anywhere from \$200,000 to \$315,000. Two of them restored metal roofs and two of them have composition roofs. So, I would like to have an opportunity to talk to someone in detail about these requirements. And the other one is taking a double house that has been empty for more than two years and requiring them to make it a single-family house. So, I talk too slowly with the time that I have but one thing I would like to point out is that there are two lots for sale on West Street. And both of them are under 50 feet which is required to build a house. My question is, and someone can call me with an answer, can somebody build a duplex on the property line in the middle of the two lots and have it built into a former historic-looking double house? And be able to use the two lots combined. If we can get some consensus of what is best for the city, it can produce a lot of tax revenue when get these houses up and restored and you bring \$300,000 instead of \$13,000. So, there are a lot more. There are about 26 houses in four blocks that have metal roofs and of those 26 some of them have been restored with a metal roof and 14 had composition roofs on it. I am just asking to have a committee appointed to look into updating the requirements to restore houses. Because it is in the best interest of the city to get these houses restored and back on the tax rolls. Thank you very much.

Paula Chester, 1013 Oakmont Drive, stated, "I would like you all to help me understand why the red and green trashcans are being lined up on Sycamore Street, which is one of the most historical tourist streets in the city. It is a blight and really an eyesore. At times there is even trash in front of the businesses and on the sidewalk and at the curb sight. Is there an ordinance or law in reference to keeping that particular historical site



within a guideline on appearance? As we look at the blighted homes, I also say the blighted trashcans. It makes a difference in the city. Thank you.”

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

Council Member Cuthbert stated that he would like to follow up on comments made during the public information section. He stated to Mr. Altman that he is going to ask him to follow up on them. He stated that one is a warning shot on the best price for best price for health insurance for city employees and having a study done on it. He asked Mr. Altman to bring the council up-to-date regarding the insurance.

Mr. Altman stated that in March when the city went through the budget process there was a lack of time. He stated that they have already started the process of issuing an RFP to get competitive pricing on health insurance for the employees. He stated that when they get that information together then they will use that to look at the renewal rate and then bring it to council for recommendation on what they should do for health insurance for employees moving forward. He stated that they are in hopes of getting more competitive pricing because it is a burden on employees, and it also affects recruitment.

Council Member Cuthbert thanked Mr. Altman. He stated that there is one variable that he would like to see addressed. He stated that this is what would be the impact on take home pay of increasing the co-pay and increasing the deductible. He stated that he realizes that there is some downsizing to that as well. But his sense is that the greatest concern is a catastrophic health event. He stated that he has a second comment. He stated that he wanted to get more information on 1917 Powhatan. He asked Mr. Williams to bring everyone up to speed with information on that property.

Mr. Williams stated that when the property was mentioned it did ring a bell to him. He stated that when he heard the case mentioned he looked it up online. He stated that the case was under a warrant in debt back in January 2023. He stated that a judgement was obtained in the amount of \$1,750 against the property owner during that time. He stated that it was brought up again in September 2023 at which time a default judgement took place in the amount of \$2,100. He stated that the property owner is a group called the MRD Group that are located in Maryland. He stated that in speaking with Mr. Altman they currently have one citation. He stated that they usually get two or three before they approach him for assistance.

Mr. Altman stated that they did issue another citation on October 2<sup>nd</sup>, and it was sent by certified first class mail.

Council Member Cuthbert stated that he applauds it. But he believes that they all want the house restored. He asked can anyone think of a more effective way to accomplish that. He asked is there any other option for them.

Mr. Altman stated that they are attempting to utilize the courts to get some enforcement action with civil summons. He stated that they will then look at what they need to do on the criminal side.

Mr. Williams stated that on all the properties, court is not the ultimate answer. He stated that the building official at some point determines whether they need to proceed with demolition of a property or if they have the ability to go on the property and abate the unsafe conditions and then charge the cost of abatement as a lien on the property. He stated that it is a decision that the building official has to make at some point.

Council Member Cuthbert asked Mr. Williams can the file stay open before the judge and the judge gives 60 days. He stated that if then the property owner has not made any changes in the 60 days the judge comes down on them with a big fine and another 60 days.

Mr. Williams stated that he admires the judges but with all the criminal cases that the city has they are reluctant to get in a situation where they are administering repairs on houses. He stated that he does not think that they will keep it open for that extent or period of time.

Mayor Parham asked Council Member Cuthbert whether this item can be added to the work session for further discussion for the next meeting.

Council Member Cuthbert stated that he thinks that is a great idea.

Council Member Jones stated that he had the privilege of visiting 2214 West Washington Street, The Resolution Winery. He stated that he knows he missed the ribbon cutting but everyone owes it to themselves to go visit them. He stated that they make it in Petersburg and bottle it in Petersburg and sell it. He stated that on a serious note the city is at war. He stated that it is not just in Israel. He stated that he wants to pray for those people on both sides. He says that there are people that just want to live just like here. He stated that they want to live a fair and decent life. He stated that it is not just the guns alone it is the mindset of the people and the mindset behind the gun. He stated that you can take every gun away, but they are going to still find a way to kill if this is their mindset. He stated that what is helping them kill is the atmosphere. He stated that they all play a big role in that with the atmosphere, the people, and the environment. He stated that there are a lot of people living under the poverty rate and this is not good. He stated that they have to be encouraged not to be ashamed to use the services. He stated that he is saying all of this because he does not tolerate bullying at all and there are some things that happened in this council and city that if he had the information beforehand, he would have voted differently. He stated that is going to happen and they cannot change that. He stated that this is something particular in his ward and he does not tolerate it. He stated that he thinks that some of those people are present in which they sold property to a developer and because they spoke the developer turned around and wanted to sue the owners. He stated that this is not fair to them. He stated that the city does not want developers coming here and bullying anyone. He stated that because of that he is pushing that they as council make sure that they meet the developers and do a background check on them. He stated that they had not heard the last of this. He stated that Petersburg will be celebrating 804 Skate City in Ward 2 on November 4<sup>th</sup>. He stated that there will be a soft opening where everyone will skate free on Halloween. He stated that the information will be posted on the city's website. He stated that they are working on an initiative if they can have it where if the children can stay violent and murder free then every Sunday will be a free skate day for families and kids. He stated that everyone in the city can skate at no cost.

Council Member Westbrook stated that he does not have many items. He stated that he does not like to boast or brag but that he has been doing some things on the work front in which he has been out of the country. He stated that he will say to Council Member Jones that he respectfully disagrees that if you take the guns away people find a way to kill. He stated that overseas they do not have guns and they are not killing. He stated that it is a whole different culture and that he hopes one day he will see this in Petersburg where they can gather in mass and not worry about who has the gun. He stated that he knows that it may be a utopia that hopefully his daughter will see. He stated that he does believe that the more they get the guns off the street and out of people's hand and even out of the police hands. He stated that overseas the police do not have guns only the military. He stated that he knows that is a utopia that is far off, and some cannot imagine it. He stated that he is trying to get the students to study abroad.

Council Member Myers stated that he does not have any items.

Vice Mayor Hill stated that he would like to thank everyone that attended his ward meeting three weeks ago. He stated that he would like to thank Councilman Jones for opening up a skating rink in Ward 2. He stated that he wanted to say congratulations to VSU Football Team. He stated that they are currently 7-0. He stated that it is amazing. He stated that everyone knows that the decisions that the council makes are tough decisions at times. He stated that their hearts may go one way but the decisions that they make are for future generations. He stated that they are in a place now where they do not have to accept everything. He stated

that they are trying to vet projects whether big or small to make sure that they are going to work fine for the City of Petersburg and not individuals. He stated that everyone has to follow rules and regulations, including himself.

Mayor Parham stated that he wanted to thank everyone for coming out. He stated that he wanted to thank Centene Health and the council members who participated in the strong youth and strong community. He stated that he wanted to give a special shoutout to Kenny Miller who helped orchestrate this and the Police Chief, Travis Christian, and police department who helped escort the NFL Hall of Famers, Bruce Smith, Darryl Green, and others. He stated that it was great having them speak to the children in the schools. He stated that the kids were excited and very well received. He stated that they look forward to all the wonderful things that Centene Health will be doing. He stated that the Hall of Famers plan to come back to Dogwood Trace Golf Course to do some golf tournaments to raise funds within the city for the schools. He stated that he wanted to thank the school board as well. He stated that Mr. Mouse Jones was here at the last meeting, and he was talking about schools in the city that had not been built in over 50 years. He stated that it was great to have a meeting with the school board and bond council about how they are going to build the next elementary school in Petersburg. He stated that it will be coming in the near future. He stated that it is great to be having those discussions on how to get there. He stated that it is going to be a busy weekend. He stated that this weekend is Petersburg High School Homecoming. He stated that he encourages everyone to be safe. He stated that Richard Bland College is having their pecan festival as well. He stated that it will be live music and free and good food and fellowship. He stated that the Sheriff is hosting a Faith & Blue Event at the sports complex. He stated that there are plenty of things going on in Petersburg and that he encourages everyone to take part and come out and support the things going on in the city.

**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 an ordinance approving a petition to rezone the property located at 3287 County Drive from B-2 General Commercial Zoning District to M-1 Light Industrial Zoning District.

**BACKGROUND:** The City of Petersburg received a petition to rezone the property located at 3287 County Drive from B-2 General Commercial Zoning District to M-1 Light Industrial Zoning District.

The Planning Commission is scheduled to hold a public hearing and consider a resolution with a recommendation to the City Council regarding the petition on May 4, 2023.

The public hearing was held on July 26, 2023, at the regular city council meeting. The council asked to defer until September 19, 2023, as staff collaborated with Prince George regarding next steps with collaboration, permitting, and revenue.

Staff ask that this item be deferred until Prince George completes their Comprehensive Plan Amendment to accommodate the project.

**RECOMMENDATION:** It is recommended that the City Council consider an ordinance approving a petition to rezone the property located at 3287 County Drive from B-2 General Commercial Zoning District to

M-1 Light Industrial Zoning District.

Naomi Siodmok, Director of Planning and Community Development gave an update on the request for rezoning for property at 3287 County Drive and stated that the applicant has provided a formal request to defer this matter until it is heard by Prince George at their Planning Commission.

Vice Mayor Hill made a motion to defer action until Prince George has made their decision. Council Member Jones seconded the motion. The motion was approved on voice vote. On voice vote, voting yes: Cuthbert, Jones, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

**14. NEW BUSINESS:**

- a. Consideration of a resolution to apply for \$975,000 of Industrial Revitalization Funds for The Hotel Petersburg Project for the rehabilitation of 20 Tabb Street – 2<sup>nd</sup> Reading.

**BACKGROUND:** See attached resolution.

**RECOMMENDATION:** To approve the attached resolution on the second reading.

Mr. Altman stated that staff would request that this item be removed from the agenda.

- b. Consideration of appointment/s to the Community Development Block Grant Advisory Board.

**BACKGROUND:** Members serve in an advisory capacity to the City Council. Reviews, conducts public hearings, and makes recommendations for City Council action regarding requests for projects to be funded from the city's annual CDBG entitlement under this federal program. The City Council makes final approval of project allocations.

**RECOMMENDATION:** City Council make appointments to the Community Development Block Grant Advisory Board. Also, to make appointments by resolution.

Council Member Cuthbert made a motion to appoint Marcus Squires to CDBG Board and table any other appointments until the next business meeting at which the applicant's applications are included in the packet.

Motion dies due to lack of second.

Vice Mayor Hill made a motion to table until second meeting in November 2023. Council Member Westbrook seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

**15. CITY MANAGER'S AGENDA:**

- a. A communication/presentation request for Independence Hydrogen to introduce their company before City Council.

Bill Lehner, CEO & Co-founder of Independence Hydrogen, gave a brief presentation.

Key points:

- One of 33 organizations encouraged by DOE to submit a full application for the \$7B Hydrogen Hub.
- Petersburg plant coming online in 24Q1; 17 tons per day of additional production under

contract.

- Petersburg is the first plant in IH's growing production and distribution network.
- Three Fortune 50 companies are the anchor customers.
- Customer back-up 10x industry average – exceeding 30 days for most end use applications.
- First to Market in underserved geographies like Virginia, lacking reliable hydrogen supply.

There was discussion among the City Council, Mr. Lehner, and staff.

Mayor Parham thank Mr. Lehner for the presentation.

Mr. Altman stated that there were questions about 125 Market Street a month ago. He stated that October 11<sup>th</sup> was the court date. He stated that the case will be continued until November 1<sup>st</sup>. He stated that the other address in question was 521 South Sycamore Street. He stated that in this case the owner is deceased, and they are working to identify the person in charge of the property. He stated that Neighborhood Services is working to get this through the property tax sale.

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

Mrs. Lucas stated that she had no comments or reports.

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

Mr. Williams stated that he has no report.

**18. ADJOURNMENT:**

The City Council adjourned at 7:15 p.m.

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

APPROVED:

\_\_\_\_\_  
Mayor



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 8, 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 \$2,467 increase to the FY24 approved & adopted budget for the Litter Grant received from the Virginia Department of Environmental Quality (DEQ). This increases the amount from \$10,158 to \$12,645 for the City of Petersburg's Litter Prevention and Recycling Program activities for FY24 - 1st Reading. (Page 18)

**PURPOSE:** To request City Council approve to appropriate an additional \$2,487 over and above the \$10,158 included in the FY24 approved & adopted budget from the Virginia DEQ for the City of Petersburg's FY24 Litter Prevention & Recycling Program. The award letter is attached to this agenda item.

**REASON:** To continue implementation of litter prevention and recycling educational programs in the City of Petersburg for FY24.

**RECOMMENDATION:** The Department of Public Works & Utilities recommends that City Council approve to appropriate the additional \$2,487 to the Litter Grant.

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

**COST TO CITY:** \$0

**BUDGETED ITEM:** Yes (in the amount of \$10,158)

**REVENUE TO CITY:** \$2,487

**CITY COUNCIL HEARING DATE:** 11/8/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Virginia Department of Environmental Quality (VA DEQ)

**AFFECTED AGENCIES:** Street Operations

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

**REQUIRED CHANGES TO WORK PROGRAMS: NA**

**ATTACHMENTS:**

1. FY24 Litter Grant Ordinance
2. FY24 Litter Grant Award Letter

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION  
FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2023 & ENDING ON  
JUNE 30, 2024 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, 2023, and ending June 30, 2024, are made from the following resources and revenues anticipated for the fiscal year.

**Revenue:**

Previously Appropriated (FY24 Budget)	\$ 10,158.00
---------------------------------------	--------------

FY 2024 DEQ Litter Grant (3-200-024040-0615-0-401)	<u>\$ 2,487.00</u>
--	--------------------

<b>Total Revenue</b>	<b><u>\$ 12,645.00</u></b>
----------------------	----------------------------

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2023 and ending June 30, 2024, the following sums for the purposes mentioned:

**Expenditures:**

Previously Appropriated (FY24 Budget)	\$ 10,158.00
---------------------------------------	--------------

FY 2024 DEQ Litter Grant (4-200-040000-6005-0-102)	<u>\$ 2,487.00</u>
--	--------------------

<b>Total Expenditures</b>	<b><u>\$ 12,645.00</u></b>
---------------------------	----------------------------



## FY2024 Non-Competitive Litter Prevention and Recycling Grant

ceds@deq.virginia.gov <ceds@deq.virginia.gov>

Mon 10/30/2023 2:15 PM

To: March Altman <maltman@petersburg-va.org>; Randall Williams <rwilliams@petersburg-va.org>

Cc: Randall Williams <rwilliams@petersburg-va.org>

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



### *Commonwealth of Virginia*

#### *VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural  
and Historic Resources

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

October 30, 2023

March Altman  
City Manager  
City of Petersburg  
135 N Union Street  
Petersburg, VA 23803

Dear March Altman:

I am pleased to inform you that a total grant award of **\$12,645.00** has been approved for the **City of Petersburg** Litter Prevention and Recycling Program activities and the Extended Polystyrene (EPS) campaign for the period of July 1, 2023 to June 30, 2024.

The total grant award amount above includes the following:  
Non-Competitive Grant Award: \$12,645.00

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

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

Sincerely,



Sanjay Thirunagari  
Programs Manager  
Division of Land Protection & Revitalization

This e-mail message and any attached files are for the sole use of the intended recipient(s) and may contain privileged, confidential or otherwise protected from disclosure information. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 8, 2023

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

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

**FROM:** Brian Moore

**RE:** Consideration of ordinance to re-establish the Commercial property-assessed clean energy (CPACE) program - 1st Reading (Page 23)

---

**PURPOSE:** To re-establish the Commercial property-assessed clean energy (CPACE) program so our development community can access additional capital for projects.

**REASON:** N/A

**RECOMMENDATION:** Adopt by ordinance the Commercial property-assessed clean energy (CPACE) program.

**BACKGROUND:** See Attachments

**COST TO CITY:** N/A.

**BUDGETED ITEM:** N/A.

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** 11/8/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** City Manager, City Attorney, City Treasurer

**AFFECTED AGENCIES:** N/A

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

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

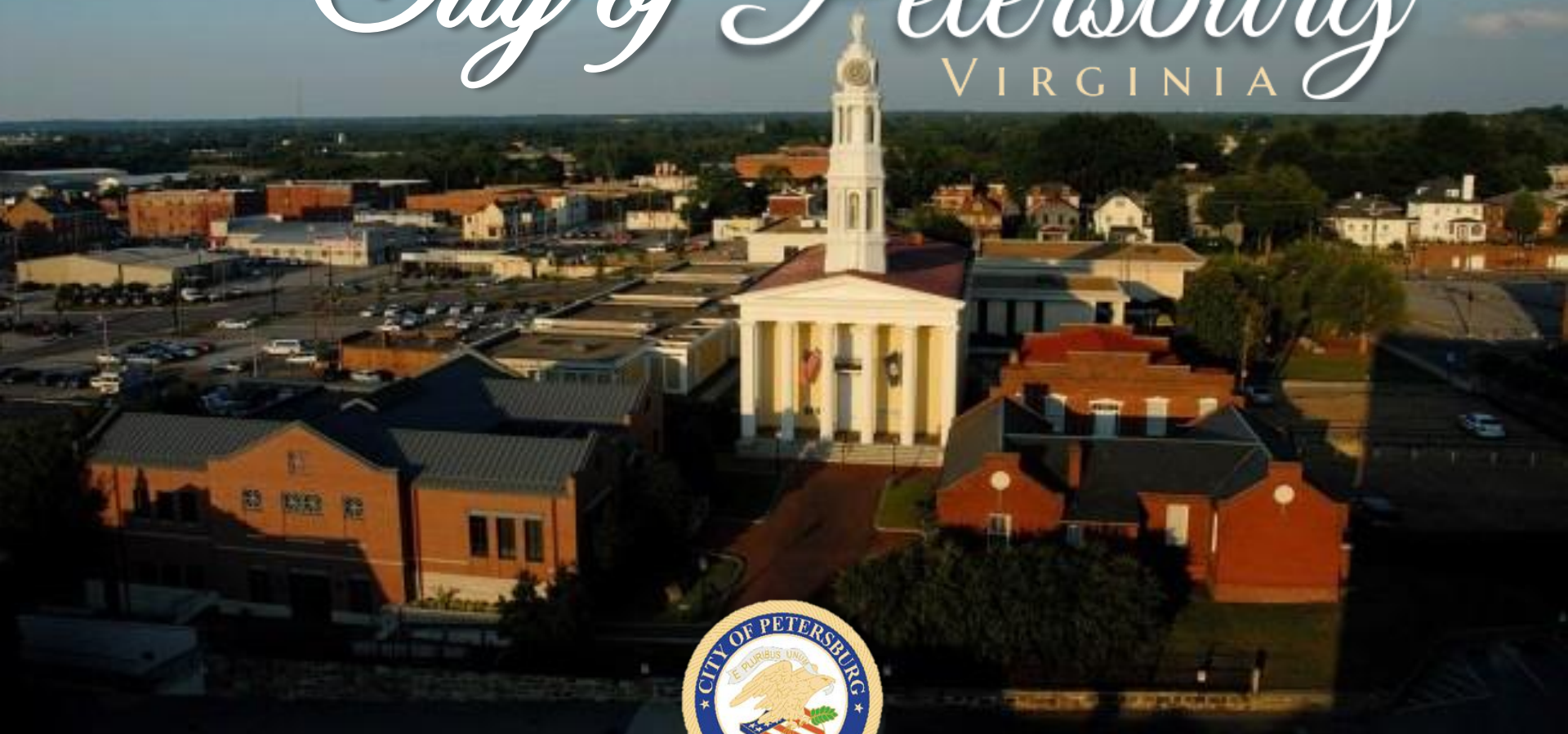
**ATTACHMENTS:**

1. 6.E.1 CPACE PPT Final\_2023
2. 6..E.2 C-PACE Program Agreement (Appendix A) BAM Edits 2023 V2
3. 6.E.3 C-PACE Program Model Ordinance BAM Edits 2023 v2

4. 6.E.4 C-PACE Virginia Energy - Locality C-PACE Agreement (Appendix B) BAM Edit 2023 V2

# *Commercial Property Assessed Clean Energy (C-PACE) Program*

## *City of Petersburg* VIRGINIA



# What is C-PACE?



- C-PACE is a market-based financial product that provides 100% upfront funding for energy efficiency, renewable energy and water efficiency, flooding, and storm water upgrades.



# C-PACE in the Virginia Code



- C-PACE is a financing mechanism for clean energy programs codified in the Code of Virginia, Section 15.2-958.3
- By Code, any locality may, by ordinance, authorize contracts to provide loans for the initial acquisition and installation of clean energy improvements with free and willing property owners of both existing properties and new construction.

# Key C-PACE Features



- **Eligible Improvements:** depending on the authorizing legislation, eligible projects may include energy efficiency, renewable energy, and energy storage and non-energy measures
- **Duration and transferability:** terms tend to be longer (15-30 years) because repayment is secured by the tax assessment and transfers to the next property owner
- **Scale:** C-PACE program may be organized at the local, multi-jurisdictional, or statewide levels
- **Capitalization:** public or private funds may be used to finance property improvements. Private capital from regional banks or national specialty lenders is increasingly common as programs mature and grow to scale, while many programs have leveraged public funding (e.g. through bonding)
- **Multiple Actors:** C-PACE financing may include commercial property owners, capital providers, a program administrator, and the mortgage holder, the contractor providing retrofits, a tax assessor and others.



# How does C-PACE work?



- C-PACE is voluntary for all parties involved
- C-PACE can cover 100% of all project eligible hard and soft costs
- Loan financing terms between 15-30 years
- Can be combined with utility, local and federal incentive programs
- Energy projects are permanently affixed to a property
- The C-PACE assessment is filed with the local municipality as a lien on the property

- The City is NOT liable for the loan amount or success or failure of any development projects
- We are NOT committing any City funds/credit to guarantee repayment of the loan
- Can be leveraged as an economic development incentive to spur development and redevelopment of blighted buildings within the City of Petersburg

# Transferability



- C-PACE financing is attached to a building through a tax assessment; it's not attached to an individual or business
- If the building is sold before the PACE assessment is paid off, it transfers to the new owner

# Eligibility, Stakeholders & Benefits



<b><i>Types of Equipment Eligible</i></b>	<ul style="list-style-type: none"> <li>• Heating/Ventilation, lighting, roof, motors, solar panels, Insulation, Water Pumps</li> </ul>
<b><i>Types of Buildings Eligible</i></b>	<ul style="list-style-type: none"> <li>• Office, Multi-family, non-profit, agriculture, hotel, retail, industrial</li> <li>• Residential over 4 units; does not include condos or other residential classes</li> </ul>
<b><i>Benefits of PACE</i></b>	<ul style="list-style-type: none"> <li>• Workforce Development: creates local jobs</li> <li>• Economic Development: Lowers costs of doing business</li> <li>• Building Stock: Maintained and upgraded</li> <li>• Bottom Line: Directly impacts local businesses</li> <li>• Healthy Air: Environmental impact; reductions in Greenhouse gas emissions</li> </ul>
<b><i>Benefits of PACE for Property Owners</i></b>	<ul style="list-style-type: none"> <li>• No out of pocket cost</li> <li>• Low-rate, long-term</li> <li>• Cash flow positive</li> <li>• Increased comfort, decreased maintenance</li> <li>• Aligned landlord and tenant interests</li> </ul>
<b><i>Who is involved in a C-PACE Loan?</i></b>	<ul style="list-style-type: none"> <li>• Property owner, PACE lender, lender, contractor, city/program administrator</li> </ul>

# Program Administration Options



<i><b>Options</b></i>	<i><b>Advantages</b></i>	<i><b>Disadvantages</b></i>
Option A- Locally Administered	<ul style="list-style-type: none"><li>➤ City oversight</li><li>➤ Revenue potential for City through administrative fees</li></ul>	<ul style="list-style-type: none"><li>➤ Staffing resources</li><li>➤ Would have to create an administrative system</li></ul>
Option B - Third- Party Administer	<ul style="list-style-type: none"><li>➤ Saves staff time</li><li>➤ Existing administrative system</li></ul>	<ul style="list-style-type: none"><li>➤ Revenue from fees would not go to the City</li><li>➤ Procurement process delays implementation</li></ul>

# Next Steps



- Should City Council pass the ordinance, the City has the option of either locally administering the program or retaining a third party administrator

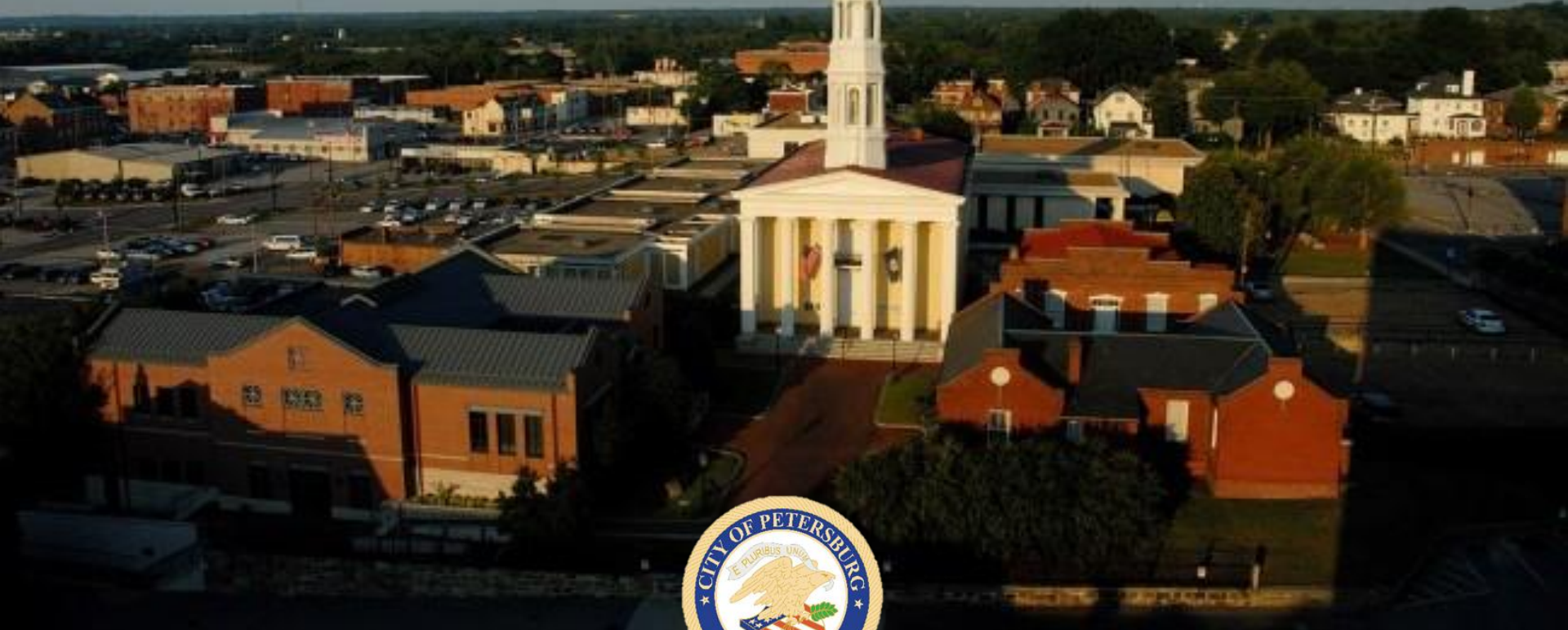
# Recommendation



- Staff recommends adoption of the C-PACE ordinance and approval of option B (locally administered program)

*Commercial Property Assessed Clean Energy (C-PACE) Program*

*City of Petersburg*  
VIRGINIA





**COMMERICAL PROPERTY ASSESSED  
CLEAN ENERGY (C-PACE) FINANCING PROGRAM**

**C-PACE PROGRAM AGREEMENT**

**THIS C-PACE PROGRAM AGREEMENT** (the “Agreement”) is made and entered into as of the date it is fully executed (the “Effective Date”), by and among the **CITY OF Petersburg, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “City”); the **TREASURER OF THE CITY** (the “Treasurer”); a [state of organization] [type of business entity] (the “Property Owner”); and \_\_\_\_\_, a [state of organization] [type of business entity] (the “Capital Provider”), and their respective successors and assigns (collectively, the “Parties”).

**RECITALS:**

**WHEREAS**, §15.2-958.3 of the Virginia Code (the “C-PACE Act”), authorizes the creation of a statewide Commercial Property Assessed Clean Energy (“C-PACE”) Program (the “Statewide Program”), sponsored by Virginia Energy, and managed by the Virginia PACE Authority, its selected program administrator (the “Program Administrator”), and authorizes Virginia localities to opt into the Statewide Program instead of establishing a stand-alone C-PACE Program for the locality; and

**WHEREAS**, the Statewide Program facilitates Capital Providers making C-PACE Loans to Property Owners to enable the Property Owners to make Eligible Improvements to Eligible Properties; and

**WHEREAS**, each C-PACE Loan is secured by a Property Owner’s voluntary grant of a C-PACE Lien on an Eligible Property to the locality in which the Eligible Property is located; and

**WHEREAS**, the City has determined to enable Property Owners to obtain C-PACE Loans for Eligible Improvements located on Eligible Properties in the County by causing the City to opt into the Statewide Program, adopting the Statewide Program as the City’s own C-PACE Program, and to implement such determination, the Council of the City has adopted Chapter 107 of the Ordinances of the City (the “Ordinance”); and

**WHEREAS**, pursuant to the C-PACE Act, the Ordinance, a Locality Agreement between Virginia Energy and the City and the Program Guidelines, the Parties are required to enter into a written agreement specifying the terms and conditions for participating in the Statewide Program;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and to implement the purposes of the C-PACE Act and the Ordinance, the Parties hereby agree as follows:

**Section 1 - Definitions.**

Unless otherwise defined herein, capitalized terms in this Agreement shall have the meanings given them in the Ordinance.

## **Section 2 – Representations and Covenants.**

(a) Property Owner represents and covenants that it is the fee simple record owner of the Eligible Property more particularly described in Exhibit A hereto (the “Property”).

(b) Property Owner represents and covenants that (i) it has applied to participate in the Statewide Program, (ii) the Program Administrator has given notice to the City of its approval of Property Owner’s application for C-PACE financing and (iii) desires to obtain a C-PACE Loan to construct or install certain Eligible Improvements on the Property.

(c) Property Owner represents and covenants that it has entered or will enter into a Financing Agreement with the Capital Provider that sets forth the terms of the C-PACE Loan. The Assessment Payment Schedule for the C-PACE Loan is set forth in Exhibit B hereto. Property Owner and Capital Provider acknowledge and agree that the Financing Agreement shall include only those costs and fees (including Program Fees) for which a C-PACE Lien may be imposed under the C-PACE Act and the Ordinance.

(d) The Parties acknowledge and agree that should Property Owner default on the C-PACE Loan, the City, acting through its Treasurer, may enforce the C-PACE Lien for the benefit of Capital Provider according to the C-PACE Documents, the C-PACE Act, the Locality Agreement, and the Ordinance. If the City, acting through its Treasurer, determines not to enforce the C-PACE Lien, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner’s default under the terms of the C-PACE Documents, then the City shall, within fifteen (15) days of the City’s determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan’s closing, regardless of whether the C-PACE Loan is then in default.

(e) Property Owner and Capital Provider confirm that they have obtained Lender Consents for each deed of trust or mortgage lien against the Property.

## **Section 3 – Program Terms and Conditions.**

(a) C-PACE Loan. The Capital Provider will provide financing for the Property Owner’s Eligible Improvements in accordance with the C-PACE Documents.

(b) Program Fee(s): Property Owner agrees that Program Fee(s) will be deducted from C-PACE Payments and remitted by Capital Provider to the Program Administrator in accordance with the C-PACE Documents and the Program Guidelines and in the amount of \$\_\_\_\_\_, as follows:

---



---

(c) Imposition of C-PACE Lien. In consideration for the C-PACE Loan provided to Property Owner under the Program, Property Owner hereby requests and authorizes the City to levy a C-PACE Lien against the Property in the Loan Amount, together with all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith. To evidence the C-PACE Lien, Property Owner requests that the City execute a C-PACE Lien Certificate that will be recorded in the Land Records of the City, which C-PACE Lien Certificate shall state that it secures both the Loan Amount and also all interest, delinquent interest, late fees, other types of fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit.

(d) C-PACE Payments. The C-PACE Loan is due and payable to the Capital Provider for the benefit of the Capital Provider as set forth in the Assessment Payment Schedule and remitted as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Once the C-PACE Loan, including all accrued interest (both current and delinquent), late fees, other types of fees, penalties, collection costs and Program Fees, has been satisfied and paid in full, Capital Provider and the City, acting at the request and direction of Capital Provider (which shall certify such payment in full to the City), shall execute a joint release of the C-PACE Lien Certificate, and the Capital Provider shall record the release in the Land Records and deliver a copy of the recorded release to Property Owner and the City.

(e) Remittance of C-PACE Payments to Capital Provider: The C-PACE Loan shall be serviced by the Capital Provider, and Property Owner's C-PACE Payments shall be paid directly to its Capital Provider. The foregoing notwithstanding, if for any reason Property Owner's C-PACE Payments are payable to the Program Administrator or the City or its Treasurer, then the party receiving such C-PACE Payments shall remit all such payments to the Capital Provider within thirty (30) days of receipt, subject, if applicable, to the deduction and remittance of the Program Fees to the Program Administrator as set forth in Section 3(b), above, the C-PACE Documents and the Program Guidelines.

(f) Maintenance of Assessment. The City agrees to maintain and continue the C-PACE Lien on the Property for the benefit of Capital Provider until the C-PACE Loan, including all principal, interest, fees, other types of fees, penalties, collection costs and Program Fees and other sums due, is paid in full.

(g) Assignment. Capital Provider shall have the right to assign the C-PACE Loan and C-PACE Lien to a successor Capital Provider by the execution, delivery, and recordation of a C-PACE Assignment (CP) in the Land Records, provided all the following conditions are met:

- (1) The C-PACE Assignment (CP) is made pursuant to the requirements of the Ordinance and the Program Guidelines;

(2) The Program Administrator and Property Owner are notified in writing of the assignment or transfer and provided the address where future C-PACE Payments should be mailed, either at closing, if the assignment occurs then, or at least thirty (30) days before the next Payment is due according to the Assessment Payment Schedule; and

(3) The assignee or transferee, by operation of the C-PACE Assignment (CP) or otherwise, assumes Capital Provider's obligations under the C-PACE Documents.

(4) If for any reason C-PACE Payments are being paid to the City or its Treasurer, neither of them shall be obligated to remit C-PACE Payments to a new Capital Provider to which the C-PACE Loan is being assigned until a recorded copy of the C-PACE Assignment (CP) has been provided to the City and its Treasurer at the following address[es]:

City:

---

---

---

Treasurer:

---

---

---

Upon written notice to the Program Administrator and Property Owner of an assignment or transfer of the right to receive the C-PACE Payments that meets all of these conditions, the assignor shall be released of all of the obligations of the Capital Provider under the C-PACE Documents accruing after the date of the assignment. Any attempt to assign or transfer the C-PACE Loan or C-PACE Lien that does not meet all these conditions is void.

(h) Lien Priority and Enforcement. Pursuant to the C-PACE Act, the Ordinance, and the Program Guidelines:

(1) Delinquent Payments on the C-PACE Loan will incur interest and penalties as set forth in the C-PACE Documents.

(2) The C-PACE Lien, together with any penalties and interest thereon:

- (i) has the same priority status as a lien for City real estate taxes;
- (ii) has superior lien status to all subordinated liens against the Property from the date on which the C-PACE Lien Certificate is filed in the Land Records until the financing secured by the C-PACE Lien and any penalties and interest are paid in full;

- (iii) shall run with the land, and notwithstanding Va. Code Sec. 58.1-3967, any portion of the C-PACE Lien that has not yet become due under the C-PACE Documents is not eliminated by the foreclosure of: (i) a City property tax lien, or (ii) the lien for any past due portion of the C-PACE Loan.
- (iv) In the event of a sale or transfer of the Property by the Property Owner, the obligation for the C-PACE Lien and Property Owner's obligations under the C-PACE Documents will be assumed by and transferred to the succeeding owner.

(3) In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments. Capital Provider agrees to cooperate with the City and its Treasurer in its enforcement of the C-PACE Lien by providing all necessary documents and information concerning the delinquent C-PACE Loan as requested by the City Attorney's Office. If the City, acting through its Treasurer, determines not to enforce the C-PACE Lien itself, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within fifteen (15) days of the City's determination not to enforce the C-PACE lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power

granted to a local government or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

(4) In a bill in equity for sale of a Property to collect Delinquent Payments, the City will be entitled to recover the Delinquent Payments, late fees, other types of fees, penalties, Program Fees, interest due, and the costs and expenses of collection, including attorney's fees and costs, all as set forth in the C-PACE Documents.

(i) Property Owner's Waiver of Certain Defenses; Confession of Judgment: By executing this Agreement, Property Owner acknowledges and agrees as follows:

- (1) After the C-PACE Lien Certificate is recorded, Property Owner waives the right to contest the Lien on the basis that the improvements funded with the C-PACE Loan are not Eligible Improvements;
- (2) Property Owner waives all defenses, affirmative or otherwise, to any enforcement or collection action brought as a result of Property Owner's default in the payment of the C-PACE Payments due pursuant to the C-PACE Documents;
- (3) To the extent permitted by the Financing Agreement, Property Owner waives all defenses to the imposition of personal liability for corporate officers as permitted under Section 58.1-3965(F) of the Virginia Code;
- (4) Property Owner shall provide a confession of judgment if requested by the Capital Provider.

(j) Written Contract Required by the C-PACE Act and Ordinance. This C-PACE Program Agreement constitutes the written contract specifying the terms and conditions for C-PACE Program participation as required by §15.2-958.3(A)(7) of the C-PACE Act.

(k) Transfer of C-PACE Funded Improvements. Property Owner agrees that all Improvements purchased, constructed, or installed through financing obtained pursuant to the C-PACE Program shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property; provided, however, that if Improvements become obsolete or the Property Owner otherwise determines they need to be replaced with other Improvements of equal or greater value, such Improvements may be removed and other Improvements of equal or greater value installed.

(l) No Cost to City. No provision of this Agreement requires the City to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(m) Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall be in full force and effect until the C-PACE Loan has been irrevocably paid in full.

#### **Section 4 - Indemnification.**

Without limiting any other obligation or liability of the Property Owner, or any right or remedy of the Capital Provider or the City, Property Owner agrees to indemnify and hold harmless the Capital Provider and the City, their councilmembers, directors, officers, employees, agents, subsidiaries, and affiliates (each, an “Indemnified Party”), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether created by statute or common law, including all costs and expenses, including attorneys’ fees, arising from or associated with this C-PACE Loan transaction. This section shall survive the expiration of the Term of this Agreement.

#### **Section 5 - Miscellaneous Provisions.**

(a) Construction. This Agreement is to be construed in accordance with and with reference to the C-PACE Act, the Ordinance, the Locality Agreement, and the Program Guidelines.

(b) Further Assurances. Property Owner further covenants and agrees to do, execute, and deliver, or cause to be done, executed and delivered all such further acts for implementing the intention of this Agreement as may be reasonably necessary or required.

(c) Severability. If the C-PACE Act, the Ordinance, the Locality Agreement or any clause, provision, or section of this Agreement, is challenged and held by a court of competent jurisdiction to be unenforceable by the City or Capital Provider, Property Owner agrees to continue to make the C-PACE Payments required under the C-PACE Documents and agrees to execute any and all documentation to perfect and enforce the C-PACE Loan as required by the City or Capital Provider. The invalidity of any clause, provision, or section of this Agreement shall not affect any remaining clauses, provisions, or sections of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision, or section had not been included herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Electronically transmitted and digitally signed signatures shall have the same force and effect as, and shall be treated as, a “wet ink” original signature.

(e) Notices. All notices, requests, consents, and other communications (collectively, “Notices”) shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the City:

[Address]

If to the Property Owner:

[Address]

If to the Capital Provider:

[Address]

If to the Program Administrator:

[Address]

Notice by e-mail under this paragraph is only permitted if each party listed above has furnished its respective e-mail address as part of its notice address above. By doing so, each such party agrees, for itself and its successors and assigns, to supply to each of the other Parties any replacement e-mail address within two (2) business days of its adoption, by a permitted means other than e-mail. All Notices are effective when received.

(f) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed by the Parties.

(g) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. In any action, in equity or at law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the City.

(h) Successors and Assigns. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the City and its Treasurer, and their respective successors and permitted assigns.

(i) Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the



Parties relating to the subject matter of this Agreement.

(j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the City, its Treasurer, the Property Owner, and the Capital Provider have each caused this Agreement to be executed on the date(s) entered below:

**CITY OF Petersburg, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TREASURER OF CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES CONTINUE ON NEXT PAGE]

**PROPERTY OWNER:**  
[insert Property Owner’s name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES CONTINUE ON NEXT PAGE]

**CAPITAL PROVIDER:**

[insert Capital Provider’s name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
**Property Description**

**Exhibit B**  
**Assessment Payment Schedule**

## NOTES TO ORDINANCE DRAFTERS:

1. This Model Ordinance is designed for use by Virginia Counties, Cities and Towns opting into the Statewide Program operated by The Virginia PACE Authority, as Program Administrator on behalf of Virginia Energy. Towns and Property Owners of properties located therein may, of course, participate in the Statewide Program through their County if the County has opted into the Statewide Program.
2. Because this Model Ordinance has been drafted for use by all three categories of Virginia localities, you will find numerous instances where the drafter must select the proper option for the locality (e.g., select one of “[City/County/Town]”) and, of course, remove the brackets.
3. Local government drafters should remember, when selecting an option from a set of bracketed variables in the Definitions section (i.e., in Sec. [\_\_\_\_]-2), that the selected option may need to be moved to its proper alphabetical place in the list of definitions.
4. Other local inputs will include inserting in bracketed blanks the chapter number assigned to your ordinance in your locality’s code, and the name of your locality.

## **Chapter 107 - COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) FINANCING PROGRAM**

### **ARTICLE I. - IN GENERAL**

#### **Sec. 107-1. - Purpose.**

The purpose of this chapter is to create a “The City of Petersburg Commercial Property Assessed Clean Energy (C-PACE) Financing Program,” to operate in coordination with the statewide C-PACE program, all in accordance with Va. Code §15.2-958.3 (hereinafter, the “C-PACE Act”). The local and statewide C-PACE programs, working together, will facilitate Loans made by Capital Providers to Property Owners of Eligible Properties to finance Eligible Improvements thereon. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of such Loan.

#### **Sec. 107-2. - Definitions.**

- (a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached as Exhibit B to the C-PACE Program Agreement.
- (b) *Capital Provider* means (i) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (ii) the current holder of a C-PACE Loan.
- (c) *City* means the City of Petersburg, Virginia.
- (d) *Clerk’s office* means the Office of the Clerk of the Circuit Court of the City of Petersburg, Virginia.
- (e) *Commonwealth* means the Commonwealth of Virginia.
- (f) *Council/Board of Supervisors* means the Council of the City of Petersburg, Virginia.
- (g) *C-PACE* means Commercial Property Assessed Clean Energy.
- (h) *C-PACE Act* means Virginia’s “Commercial Property Assessed Clean Energy (C-PACE) financing programs” law, codified at Va. Code §15.2-958.3.
- (i) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner and the Program Manager, as permitted in the C-PACE Documents, which C-PACE Amendment shall be recorded in the Clerk’s Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.



- (j) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.
- (k) *C-PACE Assignment (Locality)* means a written assignment by the City to the Capital Provider to whom the C-PACE Loan is then due, wherein the City relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.
- (l) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.
- (m) *C-PACE Lien* or *Lien* means the voluntary special assessment lien levied against the Property as security for the C-PACE Loan.
- (n) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.
- (o) *C-PACE Loan* or *Loan* means a loan from a Capital Provider to finance a Project, in accordance with the Program Guidelines.
- (p) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the or Capital Provider as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.
- (q) *C-PACE Program* means the program established by the *City* through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C-PACE Loan.
- (r) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the *City*, the Treasurer and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the *City* to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the *City* so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider (and if so assigned, also a consent of the Treasurer to such assignment). The C-PACE Program Agreement shall be substantially in the form attached hereto as Appendix A.
- (s) *Delinquent Payment* means any C-PACE Payment that was not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Eligible Improvements* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

- (1) Energy efficiency improvements;
- (2) Water efficiency and safe drinking water improvements;
- (3) Renewable energy improvements;
- (4) Resiliency improvements;
- (5) Stormwater management improvements;
- (6) Environmental remediation improvements; and
- (7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Sec. 107-4(a), below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(u) *Eligible Property or Property* means all assessable commercial real estate located within the *City*, with all buildings located or to be located thereon, whether vacant or occupied, improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the *City*, excluding (i) a residential dwelling with fewer than five (5) units, and (ii) a residential condominium as defined in Va. Code §55.1-2100. Common areas of real estate owned by a cooperative or a property owners' association described in Va. Code Title 55.1, Subtitle IV (§55.1-1800 et seq.), that have a separate real property tax identification number are Eligible Properties. Eligible Properties shall be eligible to participate in the C-PACE Program.

(v) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(w) *Land Records* means the Land Records of the Clerk's Office.

(x) *Lender Consent* means a written subordination agreement executed by each mortgage or deed of trust lienholder with a lien on the Property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

- (y) *Loan Amount* means the original principal amount of a C-PACE Loan.
- (z) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the *City*, pursuant to which the *City* elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Exhibit B.
- (aa) *Program Administrator* means the private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement, and the Program Guidelines.
- (bb) *Program Fee(s)* means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.
- (cc) *Program Guidelines* means a comprehensive document setting forth the procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements applicable to the governance and administration of the Statewide Program.
- (dd) *Program Manager* means the City Manager, or such person designated in writing by the City Manager to (i) supervise the *City/County/Town's* C-PACE Program and participation in the Statewide Program, (ii) act as liaison with the Program Administrator and (iii) advise the Program Administrator as to who will sign the C-PACE Documents to which the Locality is a party on the Locality's behalf. If the employee of the City who customarily signs agreements for the Locality is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the Locality shall be construed to also authorize such customary signatory for the City to execute such C-PACE Documents.
- (ee) *Project* means the construction or installation of Eligible Improvements on Eligible Property.
- (ff) *Property Owner* means (i) the Property Owner(s) of Eligible Property who voluntarily obtain(s) a C-PACE Loan from a Capital Provider in accordance with the Program Guidelines; or (ii) a successor in title to the Property Owner.
- (gg) *Property Owner Certification* means a notarized certificate from Property Owner, certifying that (i) Property Owner is current on payments on Loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (ii) that the Property Owner is not insolvent or in bankruptcy proceedings, and (iii) that the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider.

(hh) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this chapter, the Locality Agreement, the C-PACE Documents, and the Program Guidelines.

(ii) *Treasurer* means the Treasurer of the *City*, or if the *City* has abolished the officer of Treasurer, the official executing the tax collection duties that would otherwise be carried out by the Treasurer.

(jj) *Useful Life* means the normal operating life of the fixed asset.

(kk) *Virginia Code or Va. Code* means the Code of Virginia of 1950, as amended.

(ll) *Virginia Energy* means the Virginia Department of Energy.

### **Sec. 107-3. - Effective date.**

This chapter shall become effective immediately following its adoption.

## **ARTICLE II. - PROGRAM STRUCTURE**

### **Sec. 107-4. - C-PACE Program; Eligible Improvements.**

(a) *C-PACE Program*. The C-PACE Program shall be available throughout the *City*, provided that the Property Owner, the Property, the proposed Eligible Improvements, the Capital Provider, and the principal contractors all qualify for the Statewide Program. The following types of Eligible Improvements may be financed with a C-PACE Loan:

(1) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation, and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof, or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(2) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(3) Renewable energy production facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser;

(4) Resiliency improvements which increase the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

- a. Flood mitigation or the mitigation of the impacts of flooding;
- b. Inundation adaptation;
- c. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;
- d. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;
- e. Microgrids;
- f. Energy storage; and
- g. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

- a. Improvements that promote indoor air and water quality;
- b. Asbestos remediation;
- c. Lead paint removal; and
- d. Mold remediation;

(7) Soil or groundwater remediation;

(8) Electric vehicle infrastructure improvements, such as charging stations;

(9) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (8) above, whether such Eligible Improvement was erected or installed in or on a building or on the ground; it being the express intention of the City to allow Eligible Improvements that constitute, or are a part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(10) Any other category of improvement (i) approved by the Program Administrator with the consent of the Program Manager as qualifying for financing under the Statewide Program, in accordance with the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements), or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan proceeds.* The proceeds of a C-PACE Loan may be used to pay for the construction, development, and consulting costs directly related to Eligible Improvements, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial, and legal), program fees, C-PACE Loan fees, capitalized interest, interest reserves, and C-PACE transaction underwriting and closing costs.

(c) *Program applications; prioritization.* The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

#### **Sec. 107-5. - C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.**

(a) *Source of Loans.* C-PACE Loans shall be originated by Capital Providers. The City/County/Town and/or its respective governmental entities shall have no obligation to originate or guarantee any C-PACE Loans.

(b) *C-PACE Loan Amount thresholds.* The minimum Loan Amount that may be financed for each Project is fifty thousand dollars (\$50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There shall be no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(c) *C-PACE Loan refinancing or reimbursement.* The Program Administrator may approve a Loan application submitted within two (2) years of the City's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the City and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(d) *C-PACE Loan interest.* The interest rate of a C-PACE Loan shall be as set forth in the C-PACE Documents.



- (e) *C-PACE Loan term.* The term of a C-PACE Loan shall not exceed the weighted average Useful Life of the Eligible Improvements, as determined by the Program Administrator.
- (f) *Apportionment of costs.* All of the cost's incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.
- (g) *Financing Agreements.* Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.
- (h) *C-PACE Program Agreement.* In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the City without further action by the City Council. The Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the City Council. The C-PACE Program Agreement shall be binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement, or the C-PACE Act.
- (i) *Repayment of C-PACE Loan; collection of C-PACE Payments.* C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 107-6(e).
- (j) *C-PACE Loan assumed.* A party which acquires a Property which is subject to a C-PACE Lien, whether it obtained ownership of the Property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees, and costs of collection, shall be payable at the settlement of a Property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans.* C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the City, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees.* The Statewide Program is self-financed through the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised fees are adopted.

(m) *Locality Agreement.* The City shall opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the City's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the City to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the City without further action by the City Council.

(n) *Program Guidelines.* The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive, and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification.* The Program Administrator shall indemnify, defend, and hold the City harmless against any claim brought against the City or any liability imposed on the City as a result of any action or omission to act by the Program Administrator.

#### **Sec. 107-6. - Levy of assessment; recordation; priority; amendment; enforcement and collection costs.**

(a) *Levy of voluntary special assessment lien.* Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the [City/County/Town] against each Property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.



(b) *Recordation of C-PACE Lien Certificate.* Each C-PACE Lien shall be evidenced by a C-PACE Lien Certificate in the Loan Amount but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Lien Certificate on behalf of the City and deliver it to the Capital Provider, without any further action by the City Council. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Lien Certificate in the Land Records.

(c) *Priority.* The C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien on the Property only if prior to the recording of the C-PACE Lien, (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Lien Certificate in the Land Records; and (ii) prior to the recording of the C-PACE Lien Certificate, Property Owner has delivered an executed Property Owner Certification to the City in connection with the C-PACE Loan closing. Only the current C-PACE Payment and any Delinquent Payments shall constitute a first lien on the Property. The C-PACE Lien shall run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of lien.* Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the City Council, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of a C-PACE Loan. The C-PACE Amendment shall be recorded in the Land Records.

(e) *Enforcement and collection costs.* In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments. If City elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within fifteen (15) days of the City's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-

PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

#### **Sec. 107-7. - Role of the City/County/Town; limitation of liability.**

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or by otherwise participating in the C-PACE Program and the Statewide Program, the Property Owner, Capital Provider, contractor, or other party or participant acknowledge and agree, for the benefit of the City and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the City undertakes no obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement; (ii) in the event of a default by a Property Owner, the City has no obligation to use City funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Payment, C-PACE Lien, or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall be backed by the credit of the City, the Commonwealth, or its political subdivisions, including, without limitation, City taxes or other City funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction; (v) the City has not

made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Project, Capital Provider, or C-PACE Loan; (vi) the City makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the City assumes no responsibility or liability in regard to any Project, or the planning, construction, or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the City with any information associated with a Project or a C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other participant under the C-PACE Program, shall comply with all applicable requirements of the Program Guidelines.

#### **Sec. 107-8. - Severability.**

As provided by Chapter 1, General Provisions, Section 1-19. – Severability of parts of code of the City, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

#### **Appendix A – C-PACE Program Agreement**

#### **Appendix B – Locality Agreement**

**VIRGINIA ENERGY – LOCALITY  
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Petersburg Virginia, a political subdivision of the Commonwealth of Virginia (the “Locality”), and the Virginia Department of Energy (“Virginia Energy”), a public agency of the Commonwealth of Virginia.

**RECITALS**

1. Pursuant to § 15.2-958.3. of the Code of Virginia, entitled “Financing clean energy, resiliency, and stormwater management programs” (“C-PACE Act”), Locality has exercised its right to authorize contracts to provide C-PACE loans through the adoption of a C-PACE ordinance (“Ordinance”), attached hereto as Exhibit 1.
2. Pursuant to the C-PACE Act and Ordinance, Locality has agreed to opt into the statewide C-PACE loan program sponsored by Virginia Energy (“Virginia C-PACE Program”) and administered by a competitively selected private program administrator (“Program Administrator”). The current Program Administrator and its contact information are set forth on Exhibit 2 attached hereto.
3. The Virginia C-PACE Program provides the Locality with a uniform process for the application, approval, closing and servicing of C-PACE loans and with outreach and training support to promote the program to property owners. A Locality participating in the Virginia C-PACE Program agrees to adopt the set of legal and administrative documents and to abide by the requirements of the statewide C-PACE Program Guidelines (“Program Guidelines”) attached hereto as Exhibit 3.

**NOW THEREFORE**, to implement the local C-PACE Ordinance, the Locality hereby opts into the Virginia C-PACE Program sponsored by Virginia Energy and managed and operated by Virginia Energy’s Program Administrator, on the terms set forth hereinbelow and in accordance with the program design detailed in the Program Guidelines.

**ARTICLE 1**

(a) **Term.** The term of this Agreement shall commence upon the date the last party executes the Agreement. This Agreement shall remain in full force and effect until either Virginia Energy terminates the Virginia C-PACE Program, or the Locality opts out of the Virginia C-PACE Program. Either party may terminate this Agreement at any time upon ninety (90) days’ advance written notice to the other party, provided that the collection of C-PACE Lien payments for C-PACE loans made prior to the termination date shall continue until all C-PACE Lien payments (including the interest, penalties, and fees thereon) have been collected and all such C-PACE loans have been paid in full.

(b) Servicing of C-PACE Loans. C-PACE Loans shall be serviced by their respective capital provider, in accordance with the Ordinance and the Program Guidelines.

(c) Enforcement of C-PACE Liens. The Locality has agreed to **delegate enforcement of the C-PACE Lien to a third party** in accordance with the C-PACE Act, the obligations of which are described in the Ordinance and the Program Guidelines.

(d) Cooperation in Operating C-PACE Program. The Locality shall cooperate with the Program Administrator in the latter's operation of the C-PACE Program in the Locality. This cooperation shall include, but not be limited to the Locality:

(i) designating (A) an employee of the Locality to serve as Program Manager, and if the Program Manager wishes to delegate some or all of the duties assigned to the Program Manager, identifying the Program Manager's designee and promptly communicating the contact information for the Program Manager and any designee to the Program Administrator and (B) which employee(s) of the Locality will sign documents requiring the Locality's signature for C-PACE Loan closings;

(ii) complying with the review and other periods of time prescribed for the Locality to take a required action specified in the Program Guidelines;

(iii) taking reasonable steps to procure the timely participation of the Locality's Treasurer (or comparable official if the Locality has abolished the office of Treasurer or the Locality's Treasurer is not responsible for the collection of real property taxes) in the processes and procedures described in the Program Guidelines and the Ordinance as involving the Treasurer, it being understood that such processes and procedures are based on the collection of C-PACE Payments in the same manner as real property taxes; and

(iv) in the discretion of the Locality, providing reasonable assistance in jointly promoting the Locality's C-PACE Program to lenders, contractors and businesses located in, or considering locating in, the Locality.

## **ARTICLE 2**

### **MISCELLANEOUS PROVISIONS**

(a) Model Ordinance. The Locality represents and warrants to Virginia Energy and its Program Administrator that the Ordinance substantially conforms to model ordinance adopted by the Program Administrator for use in the Virginia C-PACE Program and furnished to the Locality.

(b) Non-Assignability. The Locality may not assign or transfer its rights or obligations under this Agreement without prior written consent of Virginia Energy; provided, however, that this paragraph shall not be construed to apply to, or restrict, the assignment of C-PACE Liens in accordance with the Locality's Ordinance and related C-PACE Documents.

(c) Locality Acknowledgments. The Locality acknowledges and agrees that: (i) Virginia Energy has employed the Program Administrator to carry out Virginia Energy's

obligations under this Agreement and the Virginia C-PACE Program generally; (ii) if Virginia Energy replaces the Program Administrator listed on Exhibit 2, then the successor Program Administrator will succeed to the rights, duties and obligations of the Program Administrator, except to the extent specified in Virginia Energy's agreements with such Program Administrators; (iii) for purposes of this Agreement and the Locality's C-PACE program, the Program Administrator shall speak and act for Virginia Energy and that any notices required under the terms of this Agreement to be sent to Virginia Energy shall also be sent to the Program Administrator; (iv) the Program Administrator is made a third party beneficiary of this Agreement, and by accepting the benefits of such status, shall be deemed to have covenanted with the Locality to adhere to and comply with its obligations under the Program Guidelines in administering the Locality's C-PACE Program; and (v) the Program Administrator is entitled to be paid by Property Owners (the Locality having no liability therefor) the Program Fees set forth from time in the Program Guidelines.

(d) Non-waiver; Amendment. Any waiver of any provision of this Agreement must be in writing and mutually agreed to by Virginia Energy and the Locality. Except for a specific provision of this Agreement, which is amended, this Agreement shall remain in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations as it was before the amendment.

(e) Severability. If any clause, provision, or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(f) Counterparts; Scanned and Digital Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Scanned signatures (e.g., a "PDF" document) and digital signatures (e.g., DocuSign) shall have the same force, effect, and validity as an original signature.

(g) Notices. All notices, requests, consents, and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, hand delivered, or overnight delivery service, to the parties, as follows:

If to the Locality:

City of Petersburg  
135 N. Union Street  
LOCALITY, Virginia ZIP CODE  
Attention: \_\_\_\_\_

If to Virginia Energy:

817 Washington Building  
1100 Bank Street  
Richmond, Virginia 23219  
Attention: Energy Efficiency and Financing Programs Manager

With a copy to the Program Administrator at the address on Exhibit 2.

Any party may change its notice address by providing the new notice address to the other parties in accordance with this paragraph (g).

(h) Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. Any claim brought in connection with this Agreement must be brought in the Circuit Court of the City of Richmond and the party's consent to its jurisdiction.

(i) Definitions and Captions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Ordinance attached hereto in Exhibit A. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement, and do not affect its meaning or construction.

(j) Integration. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) No Joint Venture, etc. Nothing in this Agreement, and no act of the Locality, Virginia Energy, or the Program Administrator, shall be deemed to create any relationship of third-party beneficiary, principal, and agent, limited or general partnership, joint venture, or any other relationship between the Locality and Virginia Energy.

*[Remainder of the page intentionally left blank]*

**IN WITNESS WHEREOF**, the Locality and Virginia Energy have each caused this Agreement to be executed and delivered as of the date set forth above:

**City of Petersburg**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Date: \_\_\_\_\_

*[Remainder of the page intentionally left blank;  
Signature pages continue]*



[VIRGINIA ENERGY – LOCALITY AGREEMENT  
SIGNATURE PAGE FOR VIRGINIA DEPARTMENT OF ENERGY]

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ENERGY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 1**

**COPY OF LOCALITY ORDINANCE**

**(See attached)**

**EXHIBIT 2**

**NAME AND ADDRESS OF PROGRAM ADMINISTRATOR**

Virginia PACE Authority  
c/o Gather Newport News  
700 Tech Center Pkwy, Suite 200  
Newport News, VA 23606

Attention: Abigail C. Johnson  
Executive Director  
Tel: 757-603-3555  
[abby@virginiapace.com](mailto:abby@virginiapace.com)

**EXHIBIT 3**  
**PROGRAM GUIDELINES**  
**(See attached)**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 8, 2023

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

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

**FROM:** Petersburg Area Arts Council

**RE:** A request to schedule a public hearing on the consideration of an ordinance to amend and re-adopt Chapter 21 including Sections 21-1 and 21-2 to change the name of the "Petersburg Area Public Arts" to the "Petersburg Arts Council." (Page 73)

---

**PURPOSE:** A public hearing to amend Chapter 21, Arts Council, of the City Code.

**REASON:** To solicit public input on the proposed ordinance amending the City Code, a public hearing is required to amend the City Code.

**RECOMMENDATION:** Staff recommends approval of the request to amend Chapter 21, Arts Council, including Sections 21-1 and 21-2 of the City Code at the next regular city council meeting.

**BACKGROUND:** The members of the ARts Council have requested an amendment to Chapter 21, Arts Council, to change the name of the Arts Council to the "Petersburg ARts Council" for operational reasons, including to secure a website which they intend to fund and maintain.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/21/2023

**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. Ordinance Amend Chapter 21 - Arts Council



**AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 21 INCLUDING SECTIONS 21-1 AND 21-2 TO CHANGE THE NAME OF THE “PETERSBURG AREA PUBLIC ARTS COUNCIL” TO THE “PETERSBURG ARTS COUNCIL”**

**WHEREAS**, Council previously adopted Chapter 21 of the Petersburg City Code to Create an advisory board known as the “Petersburg Area Public Arts Council;” and

**WHEREAS**, Arts Council has been working to commence operations; and

**WHEREAS**, the Members of the Arts Council have indicated that they wish to change the name of the Arts Council to the “Petersburg Arts Council” for operational reasons including but not limited to securing a website which they intend to fund and maintain; and

**WHEREAS**, the proposed amendment to Chapter 21 of the City Code on their behalf; and

**WHEREAS**, Council believes that granting this request is in the best interest of fostering the operations of the Arts Council.

**NOW THEREFORE BE IT ORDAINED** that Chapter 21 including Sections 21-1 and 21-2 of the City Code are hereby amended and re-adopted as follows:

**Chapter 21 – PETERSBURG 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.

(Ord. No. 23-19, 3-21-2023)

**Sec. 21-2. - Terms of office; filling vacancies in office.**

The members of the PAAC shall be appointed by the city council and shall serve two-year terms. Members are eligible for re-appointment and may serve up to three 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. The public art council shall consist of nine members and be composed of the following representatives: at least three practicing artists, at least two members belonging to an arts or culture organization, at least two 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.

(Ord. No. 23-19, 3-21-2023)



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 8, 2023

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

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

**FROM:** Leon Glaster, Interim Chief Financial Officer

**RE:** A request to schedule a public hearing to consider an ordinance to amend and re-adopt Chapter 2 Article VII Subdivision I of the Petersburg City Code to include Section 2-360 to authorize the City Manager to administratively approve amendments to the purchasing manuals & purchasing procedure. (Page 76)

---

**PURPOSE:** A public hearing to amend Chapter 2, Article VII, Division 3, Purchasing, of the City Code.

**REASON:** To solicit public input on the proposed ordinance amending the City Code; a public hearing is required to amend the City Code.

**RECOMMENDATION:** Staff recommends approval for the request to amend Chapter 2, Article VII, Division 3, Purchasing, of the City Code adding 2-360 at the next regular city council meeting.

**BACKGROUND:** The proposed amendment would authorize the City Manager to adopt and amend a Purchasing Manual and Purchasing Procedures, which shall be consistent with the provisions set forth in Chapter 2, Article VII, Finance, Division 3, Purchasing, and shall be made publicly available by posting upon the City's website and in the Purchasing Agent's Office.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/21/2023

**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. purchasing manual

**AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 2 ARTICLE VII SUBDIVISION I OF THE PETERSBURG CITY CODE TO INCLUDE SECTION 2-360 TO AUTHORIZE THE CITY MANAGER TO ADMINISTRATIVELY APPROVE AMENDMENTS TO THE PURCHASING MANUAL & PURCHASING PROCEDURE**

WHEREAS, City Council has previously adopted Chapter 2 Article VII of the Petersburg City Code in accordance with the Virginia Public Procurement Act to provide for necessary regulations associated with the purchase of goods and services by the City of Petersburg; and

WHEREAS, said provisions provide for the basic framework of the City's purchasing activities; and

WHEREAS, in addition to the foregoing, in year 2014 City Council approved a Purchasing Manual and Purchasing Procedures to supplement and aid in the proper application of the Purchasing Provisions of the City Code and applicable State Code provisions; and

WHEREAS, said Purchasing Manual and Purchasing Procedures are not identified in the City Code, and require administrative update and amendments from time to time; and

WHEREAS, it is the belief that authorizing the Manager to authorize such updates and amendments would be in the best interests of efficient and effective operations; and

WHEREAS, Section 2-360 has been proposed by staff to authorize the Manager to make such administrative updates and amendments without further formal authorization by Council.

NOW therefore be it ORDAINED that Chapter 2 Article VII of the Petersburg City Code is hereby amended and re-adopted to include Section 2-360 as follows:

**Sec. 2-360. Purchasing Manual and Purchasing Procedures**

The City Manager is authorized to adopt a *Purchasing Manual and Purchasing Procedures* which may be amended and updated from time to time by the City Manager. Such *Purchasing Manual and Purchasing Procedures* shall be consistent with the provisions set forth in this Chapter and shall be made publicly available by posting upon the City's website. A copy shall also be available to the public in the Purchasing Agent's Office. In the event of any conflict between the *Purchasing Manual and Purchasing Procedures* and the City Code, the provisions of the City Code shall supersede.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 8, 2023

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

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

**FROM:** Naomi Siodmok

**RE:** A request to schedule and consider a public hearing and consideration of a request from Sayed Shah Owner, representative of S Shah Properties LLC. to obtain a Special Use Permit as provided for under Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish 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. The subject property is located at 112 and 114 N Crater Road, and further identified as Tax Parcel # 012110010 and #012110009. The Comprehensive Plan suggests this area is appropriate for commercial and residential uses. The property is zoned B-2, General Commercial District. (Page 79)

---

**PURPOSE:** Request by Sayed Shah, owner, representative of S Shah Properties LLC., to obtain a Special Use Permit for a used vehicle sales establishment in a B-2, General Commercial, district at 112 and 114 N Crater Road.

**REASON:** Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance states that to establish 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, a Special Use Permit is required.

**RECOMMENDATION:** To schedule a public hearing for the next regular city council meeting.

**BACKGROUND:** An application for a Special Use Permit was submitted to the Petersburg Department of Planning & Community Development on September 11, 2023, by the applicant Mr. Sayed Shah. The application includes the operation of a used automobile dealership. The subject property had been utilized for auto related businesses and transportation service activity (taxi) for years; however, the property has remained vacant for an extended period. Prior to the current owner's purchase of the property there had been many inquiries regarding the permitted uses allowed, mainly auto related uses, such as a vehicle tow lot, used car lot, and the continuation of taxi stands.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/21/2023

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Planning Commission

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 6.c. Presentation 2023-SUP-08 112-114 N Crater
2. Case Report 23 SUP 08 112-114 N Crater Rd Sayed Shah Packet
3. 2023-SUP-08 Ordinance 112 - 114 N Crater

PLANNING  
COMMISSION

NOVEMBER 2,  
2023



## 2023-SUP-08

Request by Sayed Shah to obtain a Special Use Permit to establish stand-alone used vehicle sales located at 112 and 114 N Crater Road

# Background

---

**Applicant:** Sayed Shah, owner, representative of S Shah Properties LLC.

**Request:** A Special Use Permit for the operation of a used automobile dealership.

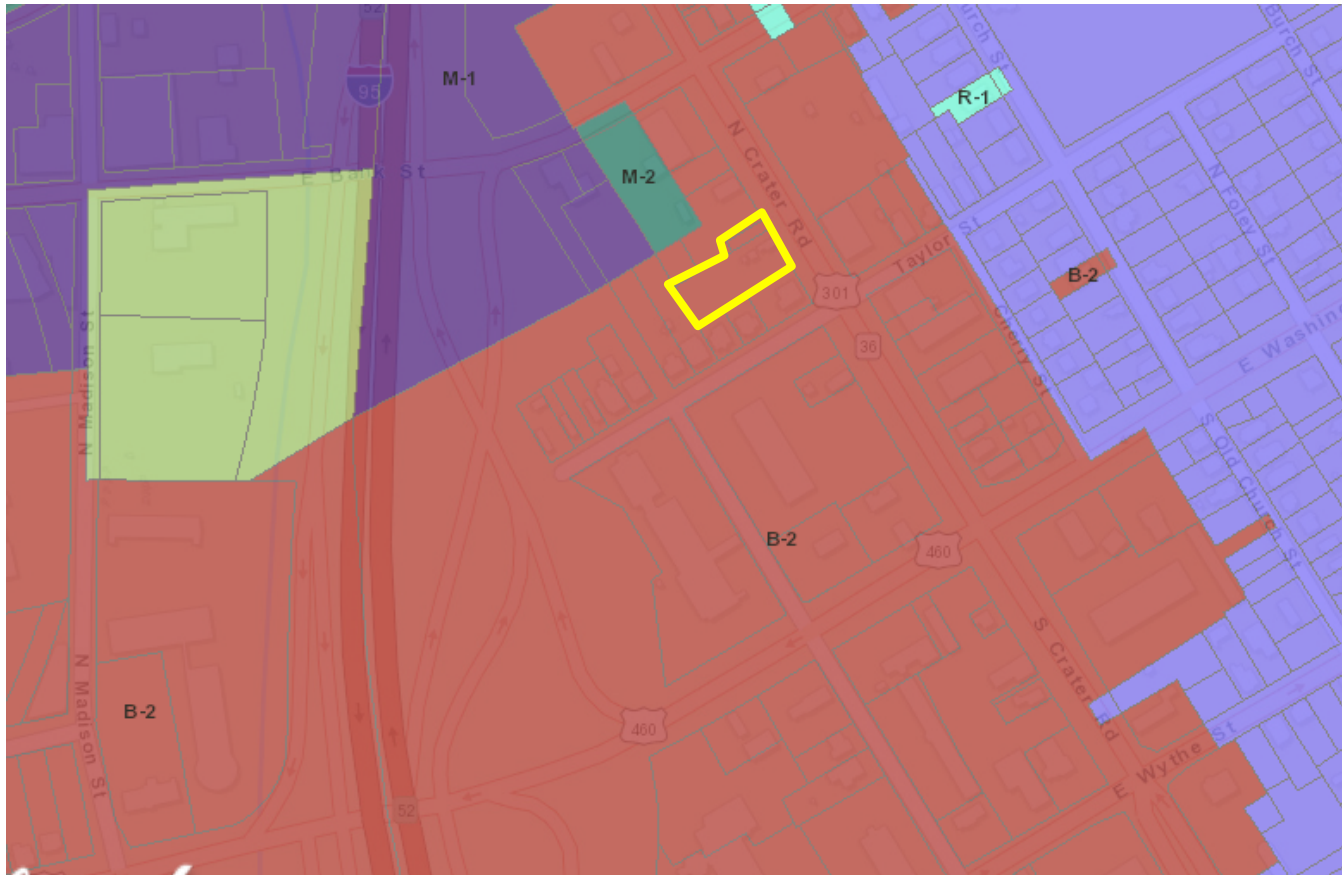
**Code Requirement:** Per Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish stand-alone used vehicle sales not associated with a new-vehicle dealership or not located upon the same parcel as such new-vehicle dealership, 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.

# Location 112 & 114 N Crater Road



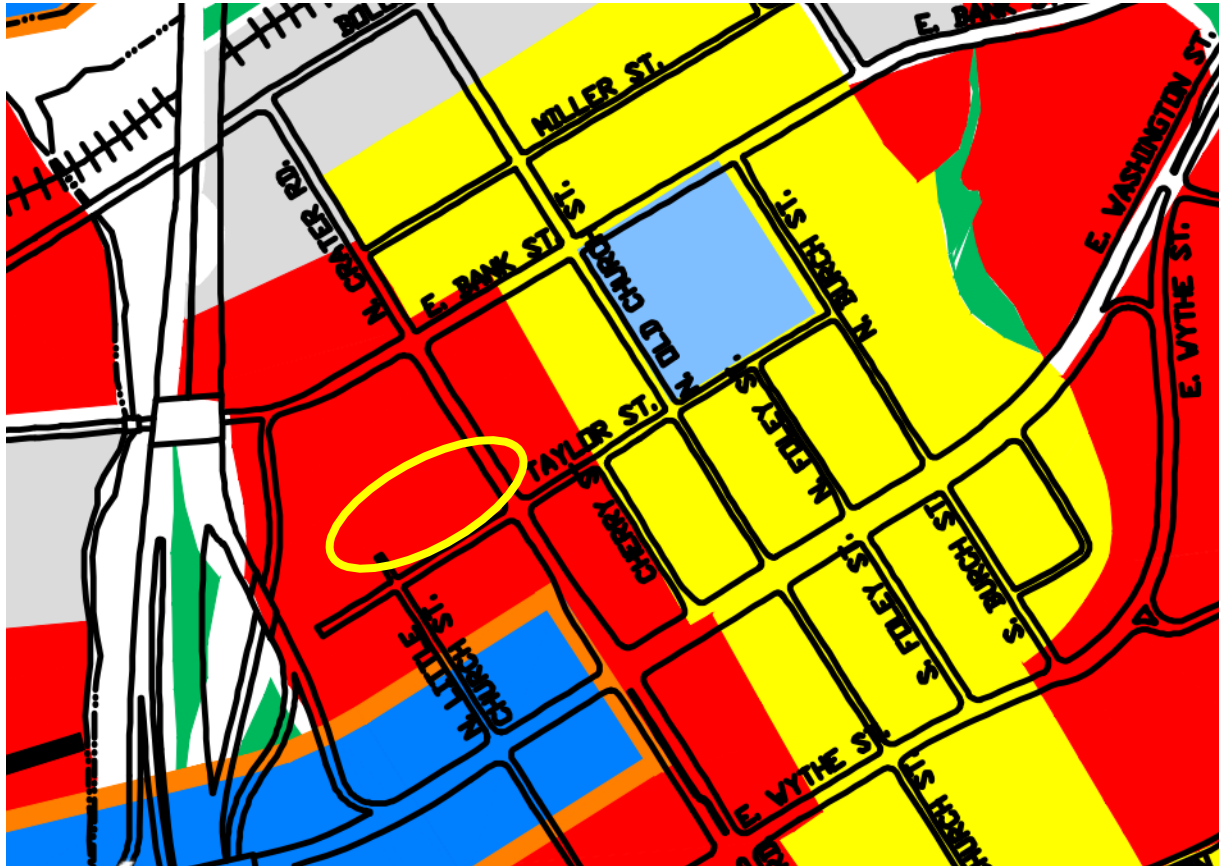


# Zoning B-2, General Commercial





# Comprehensive Plan Commercial



# Recommendation

---

The Department of Planning & Community Development, recommends denial of the requested Special Use Permit for the following reason:

Public safety – The applicant has not made clear that the site can accommodate the use. There are concerns that the lack of space may impact the safety on N Crater Road.



# City of Petersburg

Department of Planning and  
Community Development  
804-733-2308

135 N. Union Street, Room 304  
Petersburg, Virginia 23803  
[srobinson@petersburg-va.org](mailto:srobinson@petersburg-va.org)

To: Chairman Alexander and Members of the Petersburg Planning Commission

Through: Naomi Siodmok, Director, Planning and Community Development

From: Sandra A Robinson, Zoning Administrator

Date: November 2, 2023

SUBJECT: Case 23-SUP-08  
112 and 114 N. Crater Road  
Tax Parcel: 012110010; 012110009

**23-SUP-08:** Request by Sayed Shah, owner, representative of S Shah Properties LLC., to obtain a Special Use Permit as provided for under Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish 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. The subject property is located at 112 and 114 N Crater Road, and further identified as Tax Parcel #012110010 and 012110009. The Comprehensive Plan suggests this area is appropriate for commercial uses. The property is zoned B-2, General Commercial District.

## I. APPLICANT'S PROPOSAL

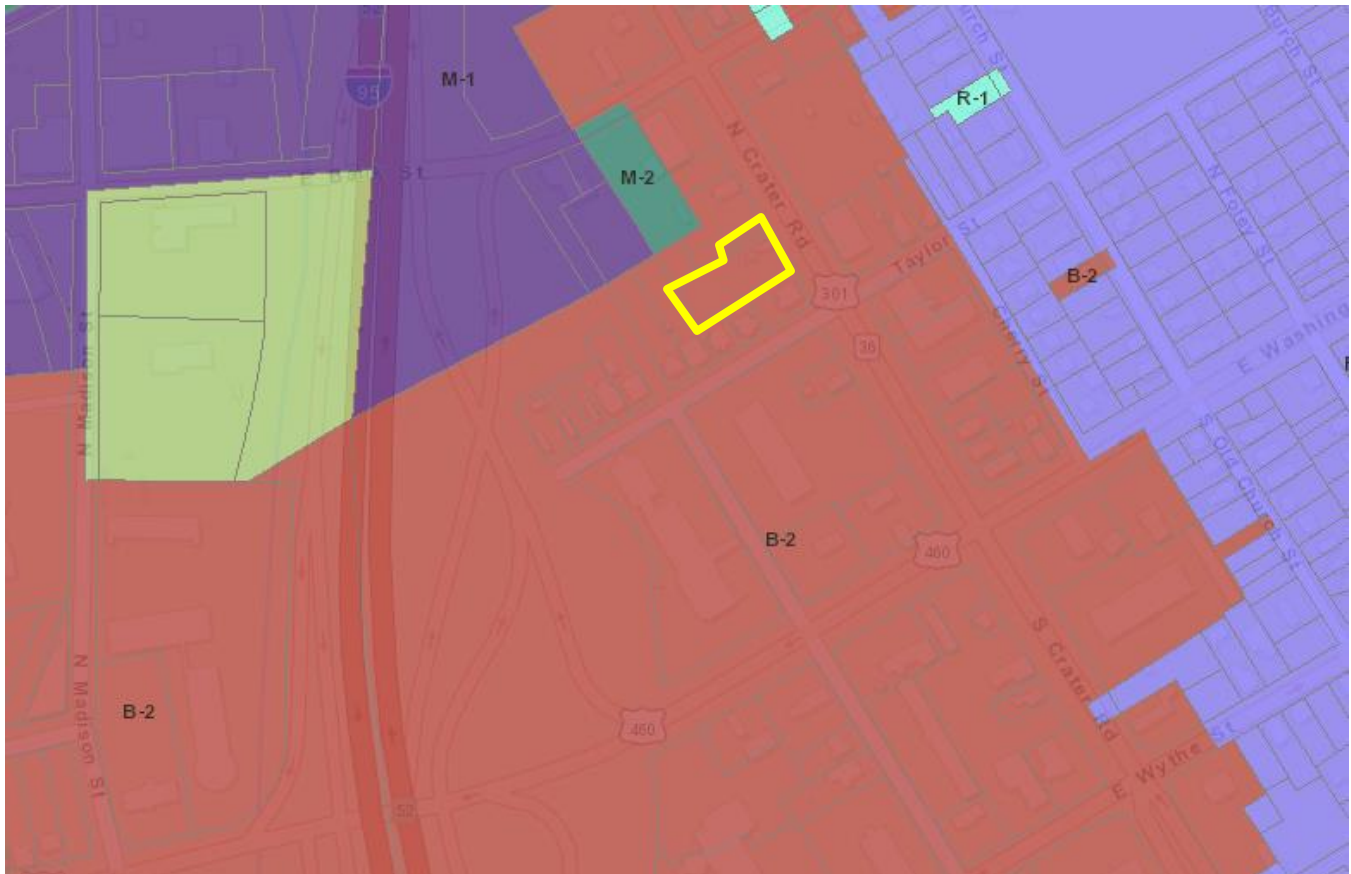
An application for a Special Use Permit was submitted to the Petersburg Department of Planning & Community Development on September 11, 2023, by the applicant Mr. Sayed Shah. The application includes the operation of a used automobile dealership. The subject property had been utilized for auto related businesses and transportation service activity (taxi) for years; however, the property has remained vacant for an extended period. Prior to the current owner's purchase of the property there had been many inquiries regarding the permitted uses allowed, mainly auto related uses, such as a vehicle tow lot, used car lot, and the continuation of taxi stands.

Use of the property for auto sells and related uses are permitted by right, if located on parcels greater than one acre in area. Should a parcel be less than an acre, the individual would be required to obtain a Special Use Permit for the establishment of a used auto sells business. According to the City Assessor's Department information the subject parcel is .335 acres. There have been several approved Special Use Permits granted in the past for properties in the vicinity of the subject parcel, the most recent would be 944-946 E Wythe Street, Chris Faraq, owner (Case 22-SUP-02) on September 1, 2022, and located in a B-2, General Commercial District. Wilson Rivera, Owner of Midnight Towing and Recovery, located in a M-1, Light Industrial District at 709

Bollingbrook Street, and Eldrika Whitaker, Barely Used Cars & Trucks, 2306 E Washington St, located in a B-2, General Commercial District.

## II. ZONING AND NEIGHBORING USES/CHARACTER

The subject property and all surrounding properties along N Crater Road including those properties along Taylor Street to the southside of Cherry Street and taking in Little Church St, E Wythe Street, N Little Church Street, and Crater Rd to its intersection with Bollingbrook St. are zoned B-2, General Commercial District.



Subject properties are highlighted in yellow in the zoning map above.

The subject property and surrounding properties have been the location of automobile sales and service establishments over several decades. The area has seen a shift from new auto sales to used auto sales and repair businesses to include towing and auto body shops, collision, and painting businesses. New car dealerships have relocated outside of the city to highly visible locations off Interstate-95, along Temple Ave in Colonial Heights, VA and at the Walthall Exit within Chesterfield County, Virginia.

The subject property has one structure located on it which was built as a single-family residence along N Crater Rd. There are scattered residences located along this commercial corridor. In addition to the residential structures, there are several businesses located along N Crater Rd. Those business activities to name a few are: Motel 6, community convenience stores with the sale of gasoline on each corner of Crater Rd and Washington Streets, four used car lots in the immediate area along E. Washington St., Quality Moving & Self-Storage Company, VAMAC, at the Intersection of Taylor Street and S Crater Road. The surrounding area also consists of business offices for auto repair/garage services, tire sales, and wheel alignments. The applicant has places of business in other areas of Virginia which he states are auto sales related.

The general area is comprised of vacant, dilapidated hotel/motels and several service stations/ convenience stores along Washington, Wythe Street, and the Crater Rd corridors. The subject location and request for a SUP appears to be for the expansion of services within the community, the area currently is and always has been utilized for the purpose of automotive related uses and activities. In researching the area, staff believe that this site does NOT have adequate space for the owner to position vehicles for sale on the lot, accommodate employee parking, nor accommodate ingress and egress. The lot is very narrow and was cluttered with vehicles upon staff posting of the SUP signs. The property appears currently to be utilized as a vehicle storage lot.



The above image is of the Future Land Use Map in the Comprehensive Plan, which supports commercial uses.

### III. ZONING ORDINANCE (SPECIAL USE PERMIT)

Article 23 of the Zoning Ordinance provides that “certain uses may be desirable when located within the community, but that these uses may be incompatible with other uses permitted in a district, certain special uses listed in Section 4. When found to be in the interest of the public health, safety, morals, and general welfare of the community, may be permitted... Before (the use is allowed), preliminary plans in sufficient detail, and a statement as to the proposed use of the buildings, structures, and premises, shall be submitted to the Planning Commission. The Commission shall hold a public hearing as provided for in Article 28, and shall review such plans and statements and shall, after a careful study thereof and of the effect that such buildings, structures, or uses shall have upon the surrounding territory, submit a recommendation to the City Council within thirty (30) days following said hearing. Following receipt of the Commission’s report, the city council may permit such buildings, structures, or uses, where requested, providing that the public health, safety, morals, and general

welfare will not be adversely affected, that ... ample safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.”

#### IV. RECOMMENDATION

The Department of Planning and Community Development recommends denial of this used car dealership. The applicant has yet to show that the site can accommodate a used automobile dealership. Staff are working with the applicant to get information on ingress and egress, vehicles turning around, the number of vehicles anticipated on the lot, and how the current state of the lot will be addressed.

#### V. EXHIBITS

- 1) Presentation
- 2) Resolution
- 3) Applicant’s Petition
- 4) Adjacent Property Notification

PLANNING  
COMMISSION

NOVEMBER 2,  
2023



## 2023-SUP-08

Request by Sayed Shah to obtain a Special Use Permit to establish stand-alone used vehicle sales located at 112 and 114 N Crater Road



# Background

---

**Applicant:** Sayed Shah, owner, representative of S Shah Properties LLC.

**Request:** A Special Use Permit for the operation of a used automobile dealership.

**Code Requirement:** Per Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish 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.

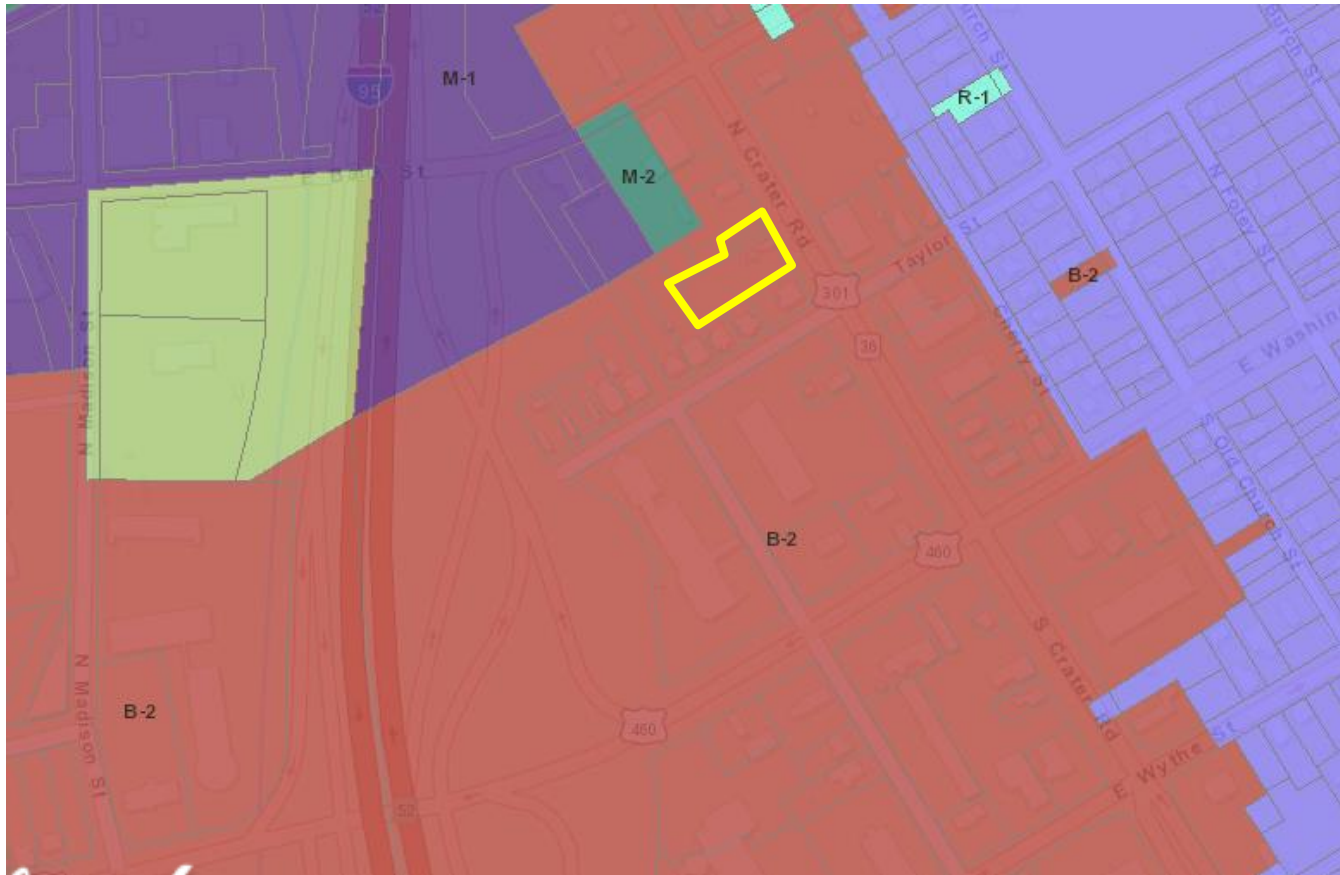


# Location 112 & 114 N Crater Road



# Zoning B-2, General Commercial

---



# Comprehensive Plan Commercial



# Recommendation

---

The Department of Planning & Community Development, recommends denial of the requested Special Use Permit for the following reason:

Public safety – The applicant has not made clear that the site can accommodate the use. There are concerns that the lack of space may impact the safety on N Crater Road.

**A RESOLUTION RECOMMENDING DENIAL OF A PETITION FOR A SPECIAL USE PERMIT AT 112 AND 114 N CRATER ROAD PARCEL IDENTIFICATION NUMBERS 012110010 AND 012110009 IN THE B-2, GENERAL COMMERCIAL, ZONING DISTRICT FOR STAND-ALONE USED VEHICLE SALES NOT ASSOCIATED WITH A NEW-VEHICLE DEALERSHIP.**

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district; and

WHEREAS, the properties are located at 112 and 114 N. Crater Road, Tax Parcel Numbers: 012110010 and 012110009, respectively; and

WHEREAS, the properties are in the B-2, General Commercial, zoning district; and

WHEREAS, the City received a petition submitted Sayed Shah, owner, representative of S Shah Properties LLC., to obtain a Special Use Permit as provided for under Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish 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.

WHEREAS, the proposed use of a used car lot falls within the requirements for a SUP under Article 23; and

WHEREAS, the City's Comprehensive Plan Future Land Use Plan designates the property as commercial; and

WHEREAS, the Planning Commission has concerns with safety on N Crater Road due to site limitations that have not been addressed with preliminary plans in sufficient detail as to whether the site can accommodate a used vehicle sales dealership; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider denial of the SUP, and the public hearing was advertised, in accordance with applicable laws.

NOW THEREFORE BE IT RESOLVED that Planning Commission does hereby recommend denial of a Special Use Permit for 112 and 114 N. Crater Road.



City of Petersburg

Department of Planning and Community Development

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

1. Applicant files petition in triplicate (3 sets) with the Petersburg Planning Department, City Hall, Room 304, Petersburg, Virginia 23803. **Filing fee for Petitions for Rezoning or Special Use Permits are \$1,500** Checks, Money Order, and/or cash are to accompany the application (*Checks or money orders made payable to the City of Petersburg*) A Plat of the property must accompany the petition.
2. Planning Department Staff refers the petition to Planning Commission. Planning staff shall advertise twice during a fourteen day period, holds a public hearing, and forwards a recommendation to City Council.
3. City Council schedules a public hearing and advertises twice during a fourteen day period.
4. City Council renders final decision to approve, refer it back to Planning Commission or disapprove petitions.

***PLEASE NOTE: THE REZONING OR SPECIAL USE PERMIT PROCESS MAY TAKE UP TO 120 DAYS.***



CASE NUMBER 2023-SUP-08

Applicant: SYED SHAH

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

A. Property Information

1. SYED SHAH, do hereby petition to rezone the following described properties  
from zoning district B2 to zoning district B2 to  
permit Special Use permit

2. Legal Description: (Use attachment if necessary) - Identify proposed Use

Used car Sales

3. Tax Parcel Identification Number(s):

Map

Block

Lot

012

11

0010

4. Current Street Address(es): - (if assigned)

112 N Center Rd

Petersburg VA 23803

5. Approximate Area: \_\_\_\_\_ sq. ft.

.335

acres

6. Public Street Frontage \_\_\_\_\_ ft.

7. A boundary plat of this property outlining the area to be rezoned shall be attached to this petition.

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

Attached

9. Brief:

Said deed restrictions will expire on :

Attached

**B. JUSTIFICATION FOR REZONING**

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

Need to Convert to Carsales

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

it is a fenced in lot with its own

parking entrance not disturbing any close by

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

will open more jobs

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

Car sales situated B3 need

Special permit for car sales



C. CERTIFICATION:

The undersigned applicant certifies that: (He) (She):

✓ (a) Is the owner or lessee or agent specified in writing, for

                     (b) Possesses a proprietary interest in: (contract or option agreement)

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

APPROVED

Signed: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

\_\_\_\_\_  
Phone Number: \_\_\_\_\_

TO BE FILED IN TRIPLICATE (3-SETS) IN THE PLANNING DEPARTMENT, CITY HALL

ACTION RECORD

Date Filed (with Planning Department) 9-11-2023

Date of Planning Commission Public Hearing 11-2-2023

Planning Commission Action(s) \_\_\_\_\_

Date of City Council Hearing: \_\_\_\_\_

City Council Action(s): \_\_\_\_\_

ADJACENT PROPERTY OWNER LIST 112 -114 N CRATER RD

SYED SHAH – 2023-SUP-08

Joseph Floyd – Property Address: 612 Bank St	Mailing: 126 N Crater Rd Petg., VA
Michelle McKeever Davis – 104 N Crater Rd	5125 Bayview Dr Richmond, VA 23234
Luz Jimenez – 613 Taylor Street	P.O. Box 1811 Petersburg, VA 23805
India N. Miles – 609 Taylor Street	609 Taylor Street, Petersburg, VA 23805
Pivotclear LLC – 605 Taylor Street	1750 Tysons Blvd Ste 1500, McLean, VA 22102
James Herbert & Elizabeth S Williams – 32 N Crater Rd	11021 Easy St. Disputanta, VA 23842
Sterling Properties LLC – 25 N Little Church St., Petersburg, Virginia	SAME
Beth Yeshua For All People - 23 N Crater Rd., Petersburg, VA 23803	SAME
V.A.T. Properties LLC – 33 & 41 N Crater Rd	P.O. Box 331, Chesterfield, VA 23832
Harold E. Brown III – 37 Crater Rd	56 Grayson Street Petersburg, VA 23803
Ruben C Lopez – 717 Taylor Street	4431 Waldor Dr Richmond, VA 23234
Harold E Brown III – 711 Taylor Street	56 Grayson St Petersburg, VA 23803
VAMAC INC - 101 Crater Rd	P.O. Box 11225 Richmond, VA 23803
Karen J Smith – 115 Crater Road	729 Taylor Street Petersburg, VA 23803
Colonial Realty & Finance LLC – 700 Bank St	316 Blvd Colonial Heights, VA 23834
Joseph Floyd & Joe McNamara – 138 N Crater Rd	126 N Crater Rd Petersburg, VA 23803
Jocelyn & Stanley B. Gaskins Jr. – 122 Crater Rd	120-122 N Crater Rd Petersburg, VA 23803
Joseph M. Floyd – 124 Crater Road	126 N Crater Rd, Petersburg, VA 23803

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

Address(es)

[illegible]

---

---

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

PIN: 012-110010  
PIN: 012-110009  
Prepared By:  
THOMAS P. CHELSEA, ESQ.  
VSB No. 16689  
3311 Jordens Rd.  
Colonial Heights, VA 23834

012000000  
CONSIDERATION: \$ 120,000.00  
ASSESSED VALUE: \$ 96,700.00

TITLE INSURER: NONE

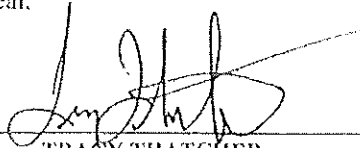
*THIS DEED*, made this 14th day of February, 2023 by and between TRACY THATCHER, also known as TRACY TODD THATCHER, Grantor and party of the first part, and S SHAH PROPERTIES LLC, a Virginia limited liability company, Grantee and party of the second part, and whose address is 10376 James Madison Parkway, King George, VA 22485.

*WITNESSETH:* That for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey with *GENERAL WARRANTY* and *ENGLISH COVENANTS OF TITLE* except as hereinafter set forth, unto the said S SHAH PROPERTIES LLC, a Virginia limited liability company, in fee simple, the following described real property, to-wit:

**SEE SCHEDULE "A" ATTACHED HERETO**

This conveyance is made subject to all conditions, easements, restrictions, reservations and agreements of record to the extent that they may lawfully apply.

*WITNESS* the following signature and seal.

  
\_\_\_\_\_  
TRACY THATCHER, (SEAL)  
a/k/a Tracy Todd Thatcher

STATE OF VIRGINIA

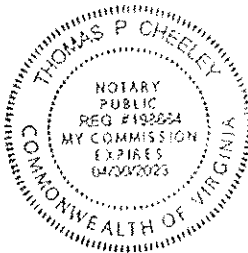
City of COLONIAL HEIGHTS, to-wit:

The foregoing instrument was acknowledged before me on this 14th day of February,  
2022, by TRACY THATCHER, a/k/a TRACY TODD THATCHER.

My commission expires: APRIL 30, 2023

Notary Registration No. 198664

  
Notary Public



## SCHEDULE "A"

### PARCEL ONE: PIN: 012-110010

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current City Street Number 112 North Crater Road, designated as a part of Lot No. Eighteen (18) on a plat of New Blandford, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Plat Book 1, as Plat No. 49.

BEING the same property that was conveyed to Tracy Thatcher by Deed from WAL, Inc., a Virginia corporation, dated June 4, 2021 and recorded June 16, 2021, in the Circuit Court Clerk's Office of the City of Petersburg, Virginia as Instrument No. 210001920.

### PARCEL TWO: PIN: 012-110009

ALL that certain lot or parcel of land with improvements thereon and appurtenances thereto belonging, being and situate on the west side of Crater Road, formerly Main Street, in that part of the City of Petersburg, Virginia, called Blandford, on which said street said lot of land fronts twenty (20) feet and nine (9) inches, and from which it extends back westwardly eighty (80) feet, said lot of land being bounded on the east by said Crater Road, on the south by the land now or formerly belonging to James Meyers, and on the west and north by land formerly owned by Samuel T. Smith.

BEING the same property that was conveyed to Tracy Todd Thatcher by Special Commissioner's Deed dated February 28, 2022 from N. Reid Broughton, Esq., Special Commissioner, on behalf of Guillermo Roviralta and Angela Roviralta, and which Deed is of record in the Circuit Court Clerk's Office of the City of Petersburg, Virginia as Instrument No. 202204760.

INSTRUMENT 202300548  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG CIRCUIT COURT ON  
FEBRUARY 17, 2023 AT 02:58 PM  
\$120.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$60.00 LOCAL: \$60.00  
MAYTEE E. PARHAM, CLERK  
RECORDED BY: CXW

# Petersburg, Virginia

Parcel:

012110010

## Summary

Owner Name	S SHAH PROPERTIES LLC	National Historic District:	
Owner Mailing Address	10376 JAMES MADISON PKWY KING GEORGE, VA 22485	Enterprise Zone:	Yes
Property Use	319	Opportunity Zone:	51730810100
State Class:	3 Multi Family	VA Senate District:	16
Zoning:	B-2	Va House District:	63
Property Address	112 CRATER RD Petersburg, VA	Congressional District:	4
Legal Acreage:	.335	City Ward:	4
Legal Description:	NEW BLANDFORD PT LT 18	Polling Place:	Union Train Station
Subdivision:	New Blandford	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):	656	Shed:	120
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	1
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
THATCHER, TRACY	2/17/2023	\$120,000	2023/0548
WAL INC,	6/16/2021	\$92,500	2021/1920
	8/22/2006	\$40,000	2006/4214

## Assessments

Valuation as of	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Effective for Billing:	07/01/2019	07/01/2020	07/01/2021	07/01/2022	07/01/2023
Reassessment					
Land Value	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000
Improvement Value	\$54,700	\$54,700	\$54,700	\$54,700	\$54,700
Total Value	\$96,700	\$96,700	\$96,700	\$96,700	\$96,700

## Property Tax (Coming Soon)

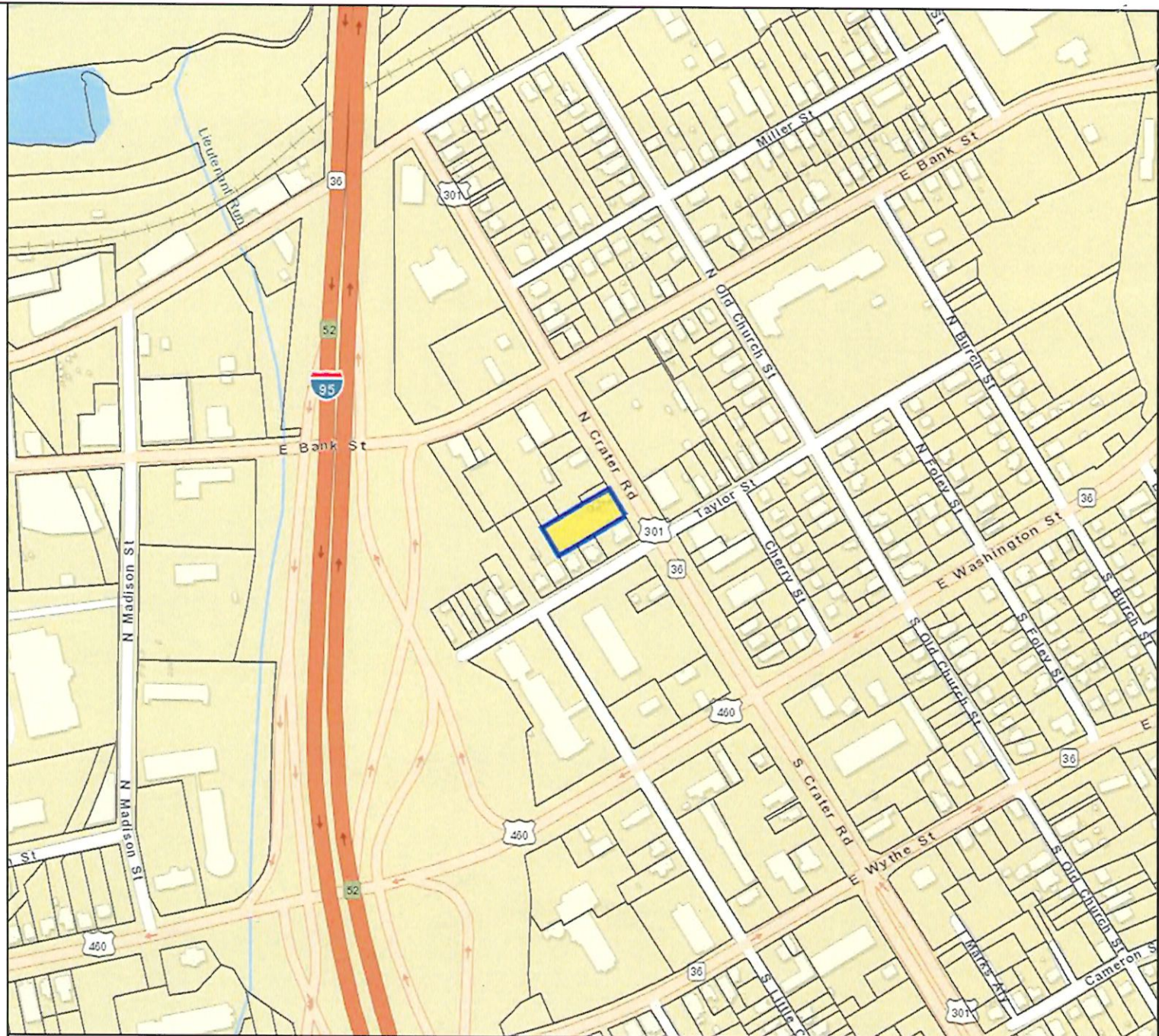
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all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



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels

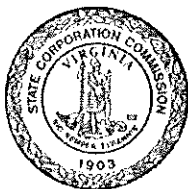


Parcel #: 012110010

Date: 9/11/2023

Feet  
0 100 200 300 400  
1:4,514 / 1"=376 Feet

*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.*



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

July 9, 2022

SYED MUDASHER SHAH  
210 E WASHINGTON ST  
Petersburg, VA, 23803

**RECEIPT**

RE: S SHAH PROPERTIES LLC  
ID: 11409692  
FILING NO: 2207094724301  
WORK ORDER NO: 202207092872794

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is July 9, 2022.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan  
Clerk of the Commission

Delivery Method: Email

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, JULY 9, 2022

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

**S SHAH PROPERTIES LLC**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective July 9, 2022.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Judith Williams Jagdmann", written in a cursive style.

Judith Williams Jagdmann  
Commissioner

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

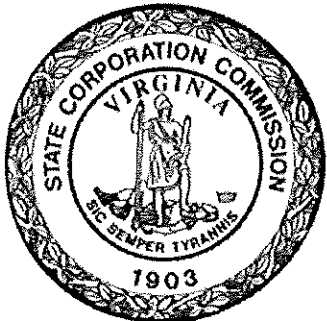
Richmond, July 9, 2022

This is to certify that the certificate of organization of

### **S SHAH PROPERTIES LLC**

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: July 9, 2022



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, reading "Bernard J. Stoy".

Clerk of the Commission





**City of Petersburg  
Petersburg, VA 23803  
Department of Economic Development, Planning & Community  
Development**

**Customer Receipt**  
**PAID**

**PAYOR'S NAME:** Elite Auto Nation of Petersburg, LLC

**Syed Shah**

**Amount Received:**

**\$ 150.00**

**Date:**

**9/11/2023**

**Form of Payment:**

**CHECK # 963**

**Purpose of Payment:**

**2023 – SPECIAL USE PERMIT**

**112 N. Crater Rd.**

**Parcel ID # 012110010**

**Zoned: "B-2", General Commercial District**

**Payment Received By: D. Porter**

A handwritten signature in black ink, appearing to be "DP" or similar initials, written over the printed name "D. Porter".

# Petersburg, Virginia

Parcel:

012110010

## Summary

Owner Name	S SHAH PROPERTIES LLC	National Historic District:	
Owner Mailing Address	10376 JAMES MADISON PKWY KING GEORGE, VA 22485	Enterprise Zone:	Yes
Property Use	319	Opportunity Zone:	51730810100
State Class:	3 Multi Family	VA Senate District:	16
Zoning:	B-2	Va House District:	63
Property Address	112 CRATER RD Petersburg, VA	Congressional District:	4
Legal Acreage:	.335	City Ward:	4
Legal Description:	NEW BLANDFORD PT LT 18	Polling Place:	Union Train Station
Subdivision:	New Blandford	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):	656	Shed:	120
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	1
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
THATCHER, TRACY	2/17/2023	\$120,000	2023/0548
WAL INC,	6/16/2021	\$92,500	2021/1920
	8/22/2006	\$40,000	2006/4214

## Assessments

Valuation as of	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Effective for Billing:	07/01/2019	07/01/2020	07/01/2021	07/01/2022	07/01/2023
Reassessment					
Land Value	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000
Improvement Value	\$54,700	\$54,700	\$54,700	\$54,700	\$54,700
Total Value	\$96,700	\$96,700	\$96,700	\$96,700	\$96,700

## Property Tax (Coming Soon)

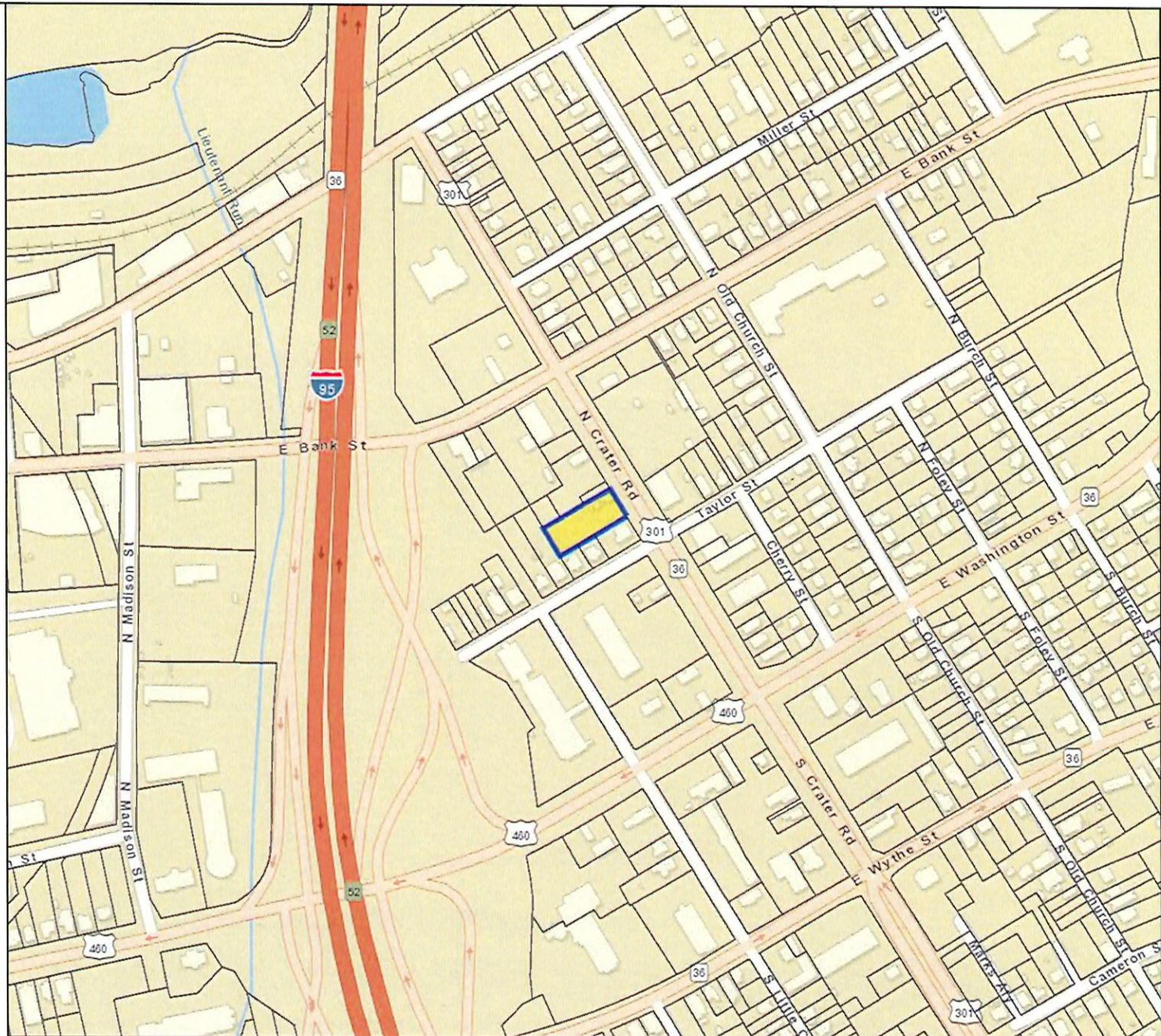
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all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



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 012110010**

**Date: 10/4/2023**

*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.*



# Petersburg, Virginia

Parcel:

012110009

## Summary

Owner Name	S SHAH PROPERTIES LLC	National Historic District:	
Owner Mailing Address	10376 JAMES MADISON PKWY KING GEORGE, VA 22485	Enterprise Zone:	Yes
Property Use	400	Opportunity Zone:	51730810100
State Class:	4 Commercial and Industrial	VA Senate District:	16
Zoning:	B-2	Va House District:	63
Property Address	114 CRATER RD Petersburg, VA	Congressional District:	4
Legal Acreage:	.038	City Ward:	4
Legal Description:	20.75 X 80	Polling Place:	Union Train Station
Subdivision:	N B	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
THATCHER, TRACY TODD	2/17/2023	\$120,000	2023/0548
ROVIRALTA, GUILLERMO ANGELA	12/22/2022	\$4,180	2022/4760
	11/29/2007	\$4,500	2007/6417

## Assessments

Valuation as of	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Effective for Billing:	07/01/2019	07/01/2020	07/01/2021	07/01/2022	07/01/2023
Reassessment					
Land Value	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500

## Property Tax (Coming Soon)

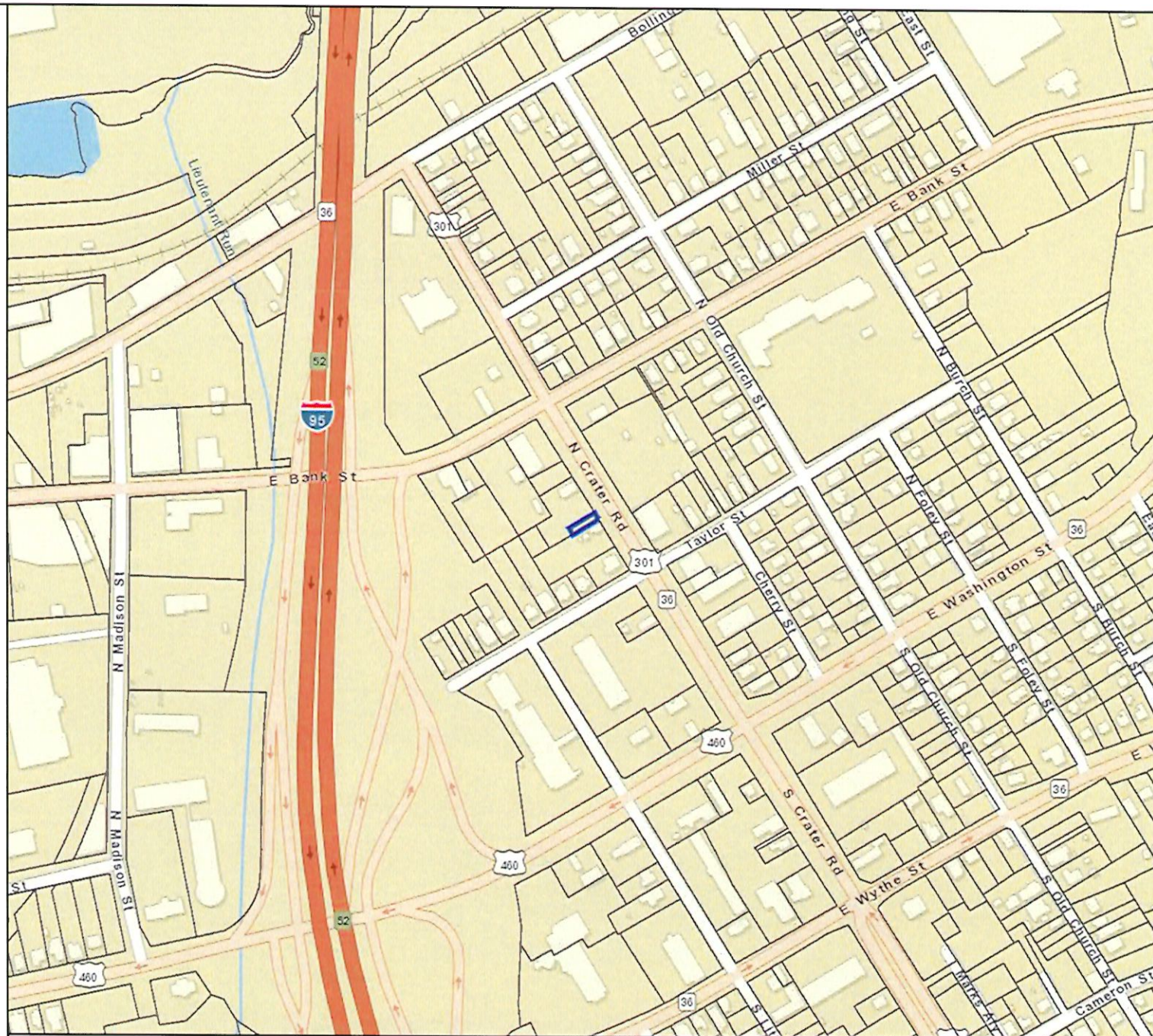
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all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



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



Parcel #: 012110009

Date: 10/4/2023

Feet  
0 100 200 300 400  
1:4,514 / 1"=376 Feet

*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.*

**AN ORDINANCE DENYING A PETITION FOR A SPECIAL USE PERMIT AT 112 AND 114 N CRATER ROAD PARCEL IDENTIFICATION NUMBERS 012110010 AND 012110009 IN THE B-2, GENERAL COMMERCIAL, ZONING DISTRICT FOR STAND-ALONE USED VEHICLE SALES NOT ASSOCIATED WITH A NEW-VEHICLE DEALERSHIP.**

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district; and

WHEREAS, the properties are located at 112 and 114 N. Crater Road, Tax Parcel Numbers: 012110010 and 012110009, respectively; and

WHEREAS, the properties are in the B-2, General Commercial, zoning district; and

WHEREAS, the City received a petition submitted Sayed Shah, owner, representative of S Shah Properties LLC., to obtain a Special Use Permit as provided for under Article 23, Supplementary Use Regulations-Special Uses. Section 4, Special Uses Enumerated. Item (22) of the Zoning Ordinance to establish 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.

WHEREAS, the proposed use of a used car lot falls within the requirements for a SUP under Article 23; and

WHEREAS, the City's Comprehensive Plan Future Land Use Plan designates the property as commercial; and

WHEREAS, the City Council has concerns with safety on N Crater Road due to site limitations that have not been addressed with preliminary plans in sufficient detail as to whether the site can accommodate a used vehicle sales dealership; and

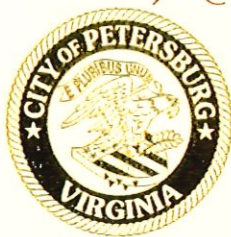
WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider denial of the SUP, and the public hearing was advertised, in accordance with applicable laws.

NOW THEREFORE BE IT RESOLVED that Council does hereby denies a Special Use Permit for 112 and 114 N. Crater Road.



# Office of The Mayor

# PETERSBURG



# VIRGINIA

## Proclamation

**WHEREAS**, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of the family court system that prioritizes child safety and acts in the best interest of children; and

**WHEREAS**, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent; and

**WHEREAS**, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system; and

**WHEREAS**, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value; and

**WHEREAS**, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interests of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, university of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice).

**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

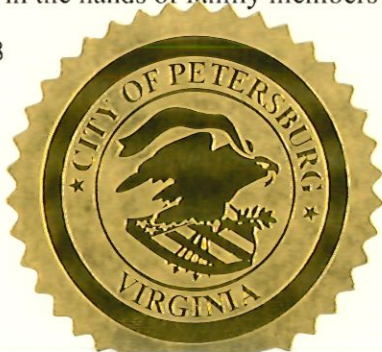
**November 2023**

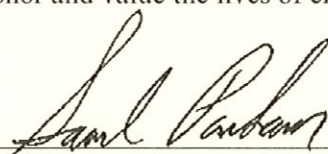
**As**

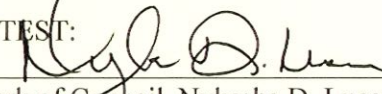
**"FAMILY COURT AWARENESS MONTH"**

in the City of Petersburg and encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children.

Dated: 11/8/2023



  
\_\_\_\_\_  
Mayor, Samuel Parham

ATTEST:  
  
\_\_\_\_\_  
Clerk of Council, Nykesha D. Lucas

Petersburg



Virginia

# Proclamation

**WHEREAS**, Petersburg, Virginia is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**WHEREAS**, Petersburg, Virginia is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

**WHEREAS**, Petersburg, Virginia is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

**WHEREAS**, Petersburg, Virginia acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2023.

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

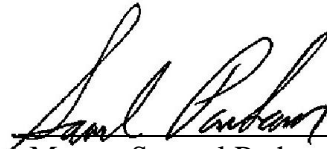
**November 1, 2023**


**As**

**“EXTRA MILE DAY”**

in the City of Petersburg and urge everyone in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated: 11/08/2023

  
\_\_\_\_\_  
Mayor, Samuel Parham

ATTEST:  
  
\_\_\_\_\_  
Clerk of Council, Nykesha D. Lucas





**MAYOR SAMUEL PARHAM**

PRESENT THIS

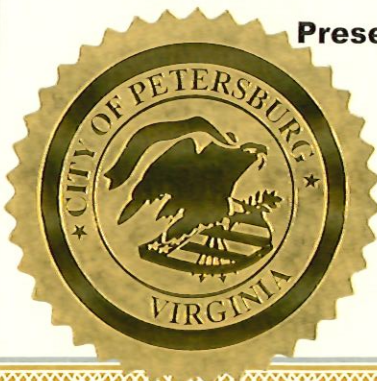
**CERTIFICATE OF RECOGNITION**

TO

**MR. BARRETT HARRISON**

**We honor Mr. Barrett Harrison today on his 45 years of relentless service of excellence, dedication and devotion to his community, the City of Petersburg, and his family. Mr. Harrison longevity and commitment to the City of Petersburg is attributed to his love, his commitment to the needs of others, and his hard work. The City of Petersburg is honored to recognize you during this special celebration of retirement and offers its congratulations on your achievements for 45 years of service.**

**Presented this Eighth of November, 2023**



  
Mayor



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 8, 2023

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

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

**FROM:** Brian Moore

**RE:** Presentation to announce L. L. Bean's National Pop-Up Shop coming to Petersburg December 2, 2023 and December 3, 2023. (Page 122)

**PURPOSE:** To provide City Council information for the L. L. Bean National Pop-Up Store on December 2, 2023, and December 3, 2023

**REASON:** Informational presentation

**RECOMMENDATION:** N/A.

**BACKGROUND:** On September 5, 2023, the City was contacted by Newbridge Marketing Group. They represent L. L. Bean and asked if the city would be interested in hosting a L. L. Bean Pop-Up Shop. The Pop-Up Shop sells L. L. Bean's most iconic products, including boots, slippers, totes, and flannels.

We have coordinated with the Bank Street businesses to have the Pop-Up Shop set up on Bank Street in front of the Siege Museum, December 2, 2023. And December 3, 2023. Our business partner for coordination is Mrs. Eva Marie Bowman, owner of Mingle. We look forward to creating an outstanding shopping experience for L. L. Bean and all of our downtown businesses.

**COST TO CITY:** N/A.

**BUDGETED ITEM:** N/A.

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** 11/8/2023

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

**AFFECTED AGENCIES:** City Manager, Economic Development

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

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

**ATTACHMENTS:**

1. LLBEAN X MINGLE X PETERSBURG



# L.L.BEAN X PETERSBURG X MINGLE

## HOLIDAY POP UP SHOP

Date: December 2<sup>nd</sup> & 3<sup>rd</sup>

Time: 10:00am – 5:00pm

Venue: Old Towne Mingle





# AGENDA



L.L. Bean Pop Up  
Activation



Marketing planning  
aims and objectives



Small Business  
Spotlight




Proof of Concept

# L.L. BEAN POP-UP SHOP

- L.L. Bean Event Sales: “ 10K -20,000K in sales with a range of 150-300 sold units.” - L.L. Bean Marketing Officer, Berlin
- Petersburg is the only pop-up in the 2023 L.L. Bean Tour located in central/eastern Virginia. This will be the closest pop-up to most Central, Coastal and Southern Virginia Region shoppers.
- The event is fully staffed with all set-up/check-out equipment for the mobile shop with activation.
- L.L. Bean will be selling a variety of inventory.
- The footprint includes the iconic mobile L.L. Bean Boot




### On The Road



**The L.L.Bean Bootmobile**

In 2012, L.L.Bean celebrated our 100th anniversary by unveiling the Bootmobile – a 13-foot-high, 20-foot-long, road-ready replica of the iconic L.L.Bean Boot. A second Bootmobile was added in 2013 and in 2019, Bootmobile 3.0 was officially added to the fleet. The Bootmobile's mission is to surprise and delight, while inspiring more people to find joy in the outdoors. Our three Bootmobiles have covered more than 350,000 miles, appeared at hundreds of events in 25 states, two countries, and dozens of college campuses.

[Request the Bootmobile](#)



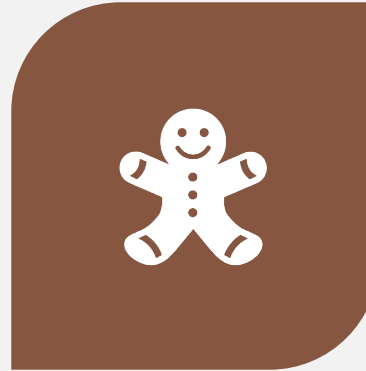
**The L.L.Bean Pop-Up Shop**

The L.L.Bean Pop-Up Shop debuted in 2017 and travels all over the country each year, bringing our favorite L.L.Bean products directly to our customers. With the addition of Bootmobile 3.0 in 2019 and its "toeing" capabilities, we have combined the fun Bootmobile experience with our one-of-a-kind mobile store, all while being outside.

## MARKETING PLANNING AIMS AND OBJECTIVES



MEDIA MARKETING PLAN DEVELOPED WITH L.L. BEAN AND IMPLEMENTED BY MINGLE. MINGLE IS PARTNERED WITH THE CITY OF PETERSBURG TO INCREASE FOOT TRAFFIC 15% - 30%



PROMOTING THE FIRST HOLIDAY WEEKEND OF DECEMBER AS A SMALL BUSINESS HOLIDAY SHOPPING WEEKEND IN OLD TOWNE PETERSBURG.



THE OBJECTIVE IS TO HAVE NEW CUSTOMERS FROM DIFFERENT CITIES AND STATES TRAVELING TO OLD TOWNE PETERSBURG.



## SMALL BUSINESS SPOTLIGHT



The first goal is to create a positive experience for local businesses, owners, residents and consumers. Small business owners should see an increase local foot traffic, sales and engagement on social media



The second goal is for this event to increase the overall Petersburg foot traffic, tourism and new customer engagement.

# PROOF OF CONCEPT

- This event will show that the city of Petersburg is an attractive, connected location for big brands who are looking to do pop-ups and brand launches outside of bigger cities.
- This will hopefully inspire other local business owners in the state to consider having their own business in this city.
- This event can be a proof of concept that Mingle and The City of Petersburg can work on events as partners to increase marketing, tourism, foot traffic and more.
- We have the opportunity with this proof of concept to show that this city is growing in the right direction.