



City of Petersburg Virginia

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City Council Meeting

**July 15, 2025
Petersburg Library
201 W. 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
Charles Cuthbert, Jr., 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
Tangi R. Hill - City Clerk

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- 1. Roll Call**
 - 2. Prayer**
 - 3. Pledge of Allegiance**
 - 4. Determination of the Presence of a Quorum**
 - 5. Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
 - 6. Responses to Previous Public Information Posted**
 - 7. Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes of Previous Meetings: - Pages 4-44
 - June 17, 2025 City Council Meeting
 - July 1, 2025 City Council Special Meeting
 - July 1, 2025 City Council Closed Session
 - July 1, 2025 City Council Work Session
 - 8. Official Public Hearings**
 - a. A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 45-48
 - b. A Public Hearing for Consideration of an Amendment to the FY26 General Fund – Pages 49-50
 - c. Public Hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board Regarding 605 West Washington Street in the Folly Castle Historic District. The Architectural Review Board Determined that the Vinyl Windows and Vinyl Siding Installed Without an Approved Certificate of Appropriateness Should be Removed and that the Decorative Corbels Removed Without an Approved Certificate of Appropriateness Should be Restored; the Applicant is Requesting the Decision be Overturned in its Entirety – Pages 51-72
 - d. Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Subdivision Ordinance of the City of Petersburg for the Purpose of Updating the City's Subdivision Regulations and Bringing the Ordinance into Compliance with the Code of Virginia – Pages 73-112
 - e. Public Hearing for Consideration of a Resolution to Adopt the City of Petersburg Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan – Pages 113-242

- f. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street, Located in Petersburg, VA – Pages 243-276
- g. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA – Pages 277-296
- h. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA – Pages 297-468
- i. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA – Pages 469-494
- j. A Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute a Deed of Easement Between the City of Petersburg and Virginia Electric and Power Company to Install a Transformer and Associated Underground Conduits and Cables for the Poor Creek Pumping Station Project on City Property Located at 960 Winfield Road – Pages 495-502

9. Public Information Period

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

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

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

11. Items removed from Consent Agenda

12. Finance and Budget Report

13. Unfinished Business

- a. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and J.C. BYNUM CONSTRUCTION LLC for the Development of 741 Blick Street Located in Petersburg, VA – Pages 503-520

14. New Business

- a. Update by Berkley Group on Comprehensive Overhaul of Zoning and Subdivision Ordinance – Pages 521-550

15. City Manager's Report and Special Reports

- a. Main Street Petersburg - Heather Martin, Main Street Petersburg Board Member

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: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM:

RE: Minutes of Previous Meetings:
- June 17, 2025 City Council Meeting
- July 1, 2025 City Council Special Meeting
- July 1, 2025 City Council Closed Session
- July 1, 2025 City Council Work Session

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Petersburg_CC.2025.06.17
2. 07012025 Special Meeting Minutes
3. 07012025 Closed Session Minutes

4. Petersburg 07_01_25 work session

The work session meeting of the Petersburg City Council was held on Tuesday, June 17, 2025 at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:05 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/345992>

1. ROLL CALL:

Present:

Samuel Parham, Mayor – Ward 3
Marlow Jones, Councilor – Ward 1
Charles Cuthbert, Jr., Councilor – Ward 4
W. Howard Myers, Councilor – Ward 5
Annette Smith-Lee, Councilor - Ward 6

Absent:

Darrin Hill, Vice Mayor – Ward 2
Arnold Westbrook, Jr., Councilor – Ward 7

Present from City Administration:

City Manager John “March” Altman, Jr.
City Attorney Anthony C. Williams

2. PRAYER:

Council Member Smith-Lee led the Council meeting in 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 present.

5. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATION

a. National League of Cities Small Cities Month Proclamation

Mayor Parham presented the proclamation for the National League of Cities Small Cities Month.

b. Honoring 12-Year-Old Ramir Parker as a City of Petersburg Hero for Heroic Actions on June 3, 2025

This item was discussed after Item 8e.

6. RESPONSES TO PREVIOUS PUBLIC INFORMATION POSTED

There was none.

7. APPROVAL OF CONSENT AGENDA (TO INCLUDE MINUTES OF PREVIOUS MEETINGS)

a. Minutes of Previous Meetings:

- May 20, 2025 City Council Meeting Minutes

Mayor Parham noted that there was an amendment to the Consent Agenda, which was a correction to the spelling of Kelsey Jewell's name in the May 20, 2025, meeting minutes.

Council Member Cuthbert made a motion to approve the Consent Agenda as amended. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Jones, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

8. OFFICIAL PUBLIC HEARINGS

- a. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and URBAN DEVELOPMENT CORPORATION for the Development of 135 Franklin Street, 116 and 120 N. Jefferson Street, Located in Petersburg, VA

Brian Moore, Director of Economic Development, stated that Mr. Murphy would present his development plan for the properties listed, after which Council would hold the public hearing.

Mr. Murphy stated that he would discuss their plans for 135 Franklin Street, 116 and 120 North Jefferson Street. He explained that they had submitted a proposal to purchase these lots in November 2023, and since then, they had been working closely with the Planning Department and the Economic Development Department to finalize the acquisition. In addition, they had made an agreement with Urban Development to survey and prepare the lots for new housing construction.

Mr. Murphy said that as part of this proposal, they planned to build one single-family residence on Franklin Street and a duplex on North Jefferson Street. The offer did not include the cost of surveying and preparing the lots for construction, which was estimated to be an additional \$10,000 to \$14,000. He stated that he believed this proposal presented a valuable opportunity for the community, and requested that the Council give it favorable consideration. He noted that the lots had been vacant for an extended period, and they believed this project would be a positive addition to the area.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Cuthbert expressed his appreciation to Mr. Murphy's work in the community and for his service on the Architectural Review Board. He asked if the duplex was planned to be owner-occupied or a rental property.

Mr. Murphy replied that they were focused on owner-occupied properties. He emphasized that they did not engage in flipping properties or rentals, but rather aimed to increase ownership. Therefore, these properties would be put up for sale as soon as they were completed.

Council Member Cuthbert asked if the duplex would be listed for sale as a single property or if it would be two separate sales.

Mr. Murphy replied that the plan was for the duplex to be sold to two different families.

Council Member Cuthbert expressed his appreciation for the applicant's focus on homeownership opportunities.

Council Member Cuthbert made a motion to adopt the Ordinance approving the purchase

agreements and authorizing the City Manager and City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Jones, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

- b. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg, VA

Brian Moore, Director of Economic Development, stated that Mr. Barber was on his way, but he would proceed with the presentation on this item. He explained that the applicant's intention was to develop single-family housing for sale, located at 617 South Sycamore Street and 201 Graham. Mr. Barber is a well-respected developer in the community and there were no issues with the application, so staff recommended approval.

Mayor Parham opened the public hearing.

Gary Talley, 2323 Fort Rice Street, stated that he had noticed that the offering price was approximately 50% of the property's valuation. He asked if they were planning to continue this trend in the future.

Mayor Parham closed the public hearing.

Council Member Cuthbert made a motion to deny the Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg VA. Council Member Jones 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, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

- c. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement between the City of Petersburg and Anthony Jackson for the Development of 723 Harding Street, located in Petersburg, VA

Brian Moore, Director of Economic Development, stated that Mr. Jackson would present information on this proposal, after which Council would hold a public hearing.

Anthony Jackson explained that this was a new construction project at 723 Harding, a single-family home intended to be sold for owner occupation. The provided image was the front elevation and the features of the home, which would have three bedrooms and 2.5 bathrooms. He noted that he had built the same type of property in the past at 124 Pine Street.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Myers made a motion to adopt the Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg VA. Council Member Jones 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, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

d. A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

Garry Cozier, Budget Manager, stated that this item was presenting a proposed amendment to the FY26 budget, which would take effect in July. He explained that the City had received a new grant of \$125,000 to be awarded to the Petersburg Bureau of Police for software and technology upgrades. He said that staff were recommending approval of this item.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Smith-Lee made a motion to approve the amendment to the FY26 Grants Fund. Council Member Myers seconded the motion.

There was no discussion on the motion. The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Jones, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

e. Public Hearing for Michael Knick to Appeal a Decision Made by the Architectural Review Board Regarding 224 E. Fillmore Street in the Poplar Lawn Historic District that Determined the Windows Should be Repaired when Possible and Replaced if Necessary with Wood Clad in Aluminum – The Applicant Seeks to Replace All Windows with Wood Clad in Aluminum

Naomi Siodmok, Planning Director, stated that staff has an appeal before Council today regarding a decision made by the Architectural Review Board. She explained that this item is for the Council to decide whether to appeal or uphold the determination of the Architectural Review Board (ARB) regarding the nine windows on the front of the East Fillmore Street property.

Ms. Siodmok stated that the Architectural Review Board determined that these windows should be repaired instead of replaced. However, the applicant, Michael Knick, was requesting that all windows on the structure be replaced. She provided an aerial view of the location of the property on the corner of Clinton Street and East Fillmore Street. She provided some additional background information on this item as well. She explained that they received a Certificate of Appropriateness application in April, which included items to replace the windows in question, as well as repair the front gutter and discuss roofing materials.

Ms. Siodmok stated that the request was heard, and part of it was denied. The Architectural Review Board's decision is that the front windows should be repaired, while the remaining windows could be replaced. Two members of the Architectural Review Board inspected the windows in person and noted that the side and rear windows could be replaced without significant visual impact to the street. She reiterated that Mr. Knick wants to replace all windows, which was why he was appealing this decision. The front elevation was provided for their reference, showing the windows that the Architectural Review Board asked to be repaired.

Ms. Siodmok stated that the historic district design guidelines required rehabilitation of building structures, with the goal of retaining original windows and historically significant examples when possible. When that was not possible, they would consider replacement opportunities and look for materials consistent with the existing windows. The Architectural Review Board did recommend repairing all of the windows, but supported the applicant replacing the side and rear windows if the front windows can be repaired. Additionally, they aimed to retain and preserve

windows that contribute to the overall historic character of the building.

Mayor Parham opened the public hearing.

Michael Knick, 224 E. Fillmore Street, stated that the reason for his request to replace them all was that this would be a rental property. He explained the existing windows had good sashes, but they did not open and close properly. He said that the tracks were either missing or non-functional, and the counterweights were unreliable and inaccurate. He did not want to put a tenant in a situation where, if something went wrong, they were unable to exit the window because the old windows could not be replaced.

Mr. Knick acknowledged that while he still wanted to replace all the windows according to the guidelines, which called for aluminum-clad windows, he wanted to maintain the same appearance, including the same look, amount of paint, and dividers. He said that the only difference would be that the new windows would not be the original windows if approved.

Bill Hartsock, 239 High Street, stated that he was a member of the Architectural Review Board. He stated that he was one of the two ARB members who conducted the site inspection for this property, he was joined by Joe Yates, a licensed architect. They thoroughly examined all the windows around the house, including those in the back, where they noticed some damage. However, their primary concern was the front windows. Their determinations were all guided by the Department of the Interior's guidelines and the City's regulations for renovation and restoration.

Mr. Hartsock explained that their assessment revealed that the sashes were in good condition and could be preserved. Additionally, the casings and trim work surrounding the sashes could be easily duplicated, replaced, or repaired. They did not see issues with replacing the ones in the sides and back, but the front ones were subject to the guidelines that the ARB had to administer. Therefore, he would ask Council to uphold the ARB's determination to have the front windows repaired instead of replaced.

With no further comments, this public hearing was now closed. He said that next, he would proceed to the Fourth Ward Councilman, Councilman Cuthbert, who represented the area where this property was located.

Mayor Parham closed the public hearing.

Council Member Cuthbert asked Mr. Hartsock if Council were to maintain consistency with their guidelines and regulations, they should uphold the ARB's determination.

Mr. Hartsock replied that was correct. He noted that the ARB often had to make determinations regarding windows, and there were some similar cases to this one where the same determination had been made and supported.

Council Member Jones acknowledged that consistency was important, and from that viewpoint the Council should uphold the ARB determination. However, what was equally important was safety, so they address the issue of non-functional windows. He said that whether it was a rental property or a homeowner's personal residence, he would not support anything that put people's lives at risk in the case of a house fire or other emergency. He noted that the owner had stated he would replace the windows with the same material, wood clad in aluminum. He stated that he could not prioritize aesthetics over safety in this case; he believed they should replace any windows that do not work properly.

Mayor Parham asked for clarification regarding the functionality of the windows and whether they would be able to open and close if repaired or replaced.

Ms. Siodmok clarified that the City would want these windows repaired to a functional state, and it appeared that they had been inspected in the field by the Architectural Review Board and were deemed to be in good condition, capable of being repaired to be functional. She noted that anyone completing work on a house would be required to meet occupancy and safety standards, and the City would not support it otherwise.

Mayor Parham asked if Mr. Battison could speak to the issue of repairing the windows so they could be functional.

Joe Battiston, 1 South Sycamore Street, explained that he had experience with window repairs. He had personally repaired the windows, sashes, and frames, and successfully put them back into operation. He stated that the three buildings on the corner of Sycamore and Washington, which were previously torn out and covered with stucco, had been restored to functionality. The windows were not functioning at the time he took ownership of the buildings, but during the renovations and repairs, he restored them to be functional. He noted that some windows in that building were from the 1800s, so he could attest that they could be made functional, and otherwise would not have a Certificate of Occupancy.

Council Member Jones asked if there was a discernable difference between the historic windows and the new ones. Additionally, he was concerned about the costs of repair versus replacement of the windows.

Ms. Siodmok noted that the replaced materials were not identical. She said that the original ones were currently made entirely of wood, whereas the requested replacement was wood clad in aluminum.

Council Member Cuthbert made a motion to affirm the decision made by the Architectural Review Board regarding 224 E. Fillmore Street in the Poplar Lawn Historic District that Determined the Windows Shall be Repaired when Possible and Replaced if Necessary with Wood Clad in Aluminum. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Myers, Smith-Lee, and Parham; No: Jones; Abstain: N/A; Absent: Westbrook, Hill.

5b. PROCLAMATION HONORING 12-YEAR-OLD RAMIR PARKER AS A CITY OF PETERSBURG HERO FOR HEROIC ACTIONS ON JUNE 3, 2025

Mayor Parham presented the Proclamation Honoring Ramir Parker as a City of Petersburg Hero for Heroic Actions on June 3, 2025.

Wayne Hoover, Fire Chief, thanked Council for recognizing Mr. Parker, who had already been made an honorary member of the Petersburg City Fire Department. He expressed his deep pride in Mr. Parker for his heroism. Additionally, Mr. Parker would be throwing the first pitch at tomorrow's Chili Peppers game for first responders' night. He emphasized that Mr. Parker had saved lives with his actions and everyone was very proud of him.

Council Member Jones stated that he had served as a firefighter and understood the grave danger that Mr. Parker had faced when he went into a burning building to save his siblings. He recalled a deadly fire on Harrison Street in which a child had tried to save his siblings but was unable to make it out. He emphasized that Mr. Parker acted with speed and precision that he had because he knew where his siblings were in the house, which the Fire Department would not have had the same knowledge of.

Council Member Jones asked Chief Hoover to consider reinstating the Petersburg Fire Explorers, for young people like Mr. Parker to begin learning how to become a firefighter and home inspections. He emphasized that the youth in Petersburg were courageous and filled with hopes and dreams, and it was important that the rest of the community be mentors to them. He thanked Mr. Parker again for his heroism.

- f. Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg Pertaining to Short-Term Rental Uses in the City of Petersburg

Naomi Siodmok, Planning Director, stated that staff was presenting a recommended text amendment to the Zoning Ordinance to define, permit, and regulate short-term rentals. She explained that short-term rentals included establishments such as Airbnb, Homestay, Flipkey, and others of similar nature. The definition of a short-term rental was a rental of a dwelling unit or a room for fewer than 30 consecutive days in exchange for payment. Currently, the City Code and Ordinance did not account for short-term rentals, so they were not currently regulated. Therefore, staff were here today to establish where short-term rentals could be located, how they were regulated, and what standards applied. This conversation had been ongoing for some time, dating back to 2022, when the topic first began to be discussed.

Ms. Siodmok stated that in 2023, they brought it back and held a meeting with internal staff, including the City Manager, Joanne Williams, and Brittany Flowers. Since then, from July 2024 to May 2025, they had been working with the Planning Commission to develop language for this amendment. In March 2025, the Planning Commission decided to create a subcommittee to further explore this issue and develop recommendations. On May 1, 2025, the Planning Commission voted 5-0 in favor of the subcommittee's recommendations.

Ms. Siodmok explained that most short-term rentals would be permitted to be located by-right in higher-density residential districts, including R-3, R-4, R-5, and R-6. These districts allowed duplexes and multifamily housing. They would also be permitted in mixed-use zoning districts, such as MXD-1, MXD-2, and MXD-3. Finally, they would be permitted in commercial zoning districts, B-2 and B-3, which allowed multifamily housing with a special use permit or existing multifamily housing.

Ms. Siodmok stated that staff was also recommending the City create a registry for short-term rentals. They would be required to submit an application to staff and the Zoning Administrator, and annually verify compliance with the standards they were sharing with the Council today. If they failed to comply and submit their application by the deadline, a \$500 violation fee would be applied. The use standards staff was recommending to implement included those related to safety, occupancy, and establishing penalties for violations.

Ms. Siodmok stated that the proposed use standards included: a primary structure must be used for the rental, not a shed or garage; the renter must be at least 18 years old; overnight guests could not exceed six unrelated adults; no visible recreational vehicles could be stored on site; no signage was allowed; trash was the responsibility of renters/operators to ensure it is taken out on time; no food prepared by the property owner for the guests, and no prohibited commercial uses allowed. Additionally, short-term rentals would have the same registration process, so none of them would require a special use permit, regardless of whether the owner was occupying it or not. For apartments, they had established a limit of 10 units, or one-third of the units, whichever was less, that could be applied for as a short-term rental.

Ms. Siodmok stated that they were setting a deadline of October 1st for individuals to provide this information to the City, as they were nearing the opening of the casino and they wanted to ensure they had a registry for these items in place. Registration could be revoked for various

reasons, including noncompliance with the standards she had previously shared. If individuals were not registering or were not adhering to the standards, revocation required notice, allowing them time to comply, and the opportunity to appeal.

Ms. Siodmok stated that the comprehensive plan considerations emphasized their vision for the next 20 years in Petersburg, focusing on hospitality and expanding their ability to accommodate visitors. Currently, existing short-term rentals were underutilized revenue streams. She explained that they had the opportunity to tax these rentals, and the first step to do that was creating a registry. She said that the Planning Commission had recommended approval this proposal with a vote of 5-0. After the City established this text amendment and created the registry, the Commissioner of Revenue could work to establish a tax on these properties.

Mayor Parham opened the public hearing.

Reverend Eugene Blow stated that he was accompanied by his wife, Dr. Tamara Blow. He stated that they owned a property in Petersburg that was currently zoned Residential R-1, located at 1725 Monticello Street. He noted that a majority of Airbnb short-term rentals were currently located in residential houses, so he would like to request that Council allow short-term rentals in the residential zoning districts as part of these proposed amendments.

Diane Curling, 116 Liberty Street, stated that she and her husband had owned their home for 11 years. They were married 50 years ago last year, and their children had recently gifted them a certificate to stay in a short-term rental in West Virginia. They spent the weekend there and it was lovely, but she hoped the City Council would consider an amendment to allow short-term rentals in residential areas only if the property owner was present at the time.

Ms. Curling stated that in September 2023, the City of Richmond amended their short-term rental restrictions guidelines, requiring property owners to be present for 185 days of the year. She explained that this was necessary because Petersburg's housing stock was low, leading to high rental and purchase prices that were unaffordable for many people. She emphasized that as a former teacher, she felt it was essential to have more families and children in the City. Without adequate housing supply, they would lose potential family homes to being used as short-term rentals, especially because of the casino bringing in short-term guests in the City.

Ms. Curling stated that after visiting West Virginia this weekend, she and her husband envisioned Petersburg becoming a very large Harpers Ferry, where they had historic sites, short-term rentals, and fudge shops, but lacked families because they would not have housing stock for people to affordably purchase or lease. However, she said that they lacked sufficient family housing due to unaffordable housing stock. She noted that she had been told repeatedly that on her three-block street in Petersburg, there was a gentleman who owned more than 80 homes in Petersburg.

Ms. Curling said that he bought homes and turned them into rentals, which was not the issue; however, he sat on them for years before doing so. She said that they could not solve that problem at the moment, but the issue of the short-term rentals was before Council right now, so they could nip it in the bud before it became a problem. She requested that Council consider creating amendments that grandfather in the short-term rentals they already had, but limit future short-term rentals in residential areas so that the host must live on the property.

Amanda Wyatt stated that she owned property in Petersburg, located at 224 Witten Street, and she was planning to open a furnished home for traveling nurses. Hers would be in a residential area, but she was planning to work with her neighbors in order to make sure it would help improve the neighborhood.

Paula Chester, 1013 Oakmont Drive, stated that she did not particularly care for short-term

rentals. She believed that residents who already lived in these communities had invested their life, money, and time, and were looking for a peaceful retirement. She said that the constant turnover of people coming in and out created uncertainty about their behavior and potential impact on the community. It could lead to issues such as littering and noise disturbances.

Ms. Chester emphasized that it was essential to consider that not all short-term renters would be law-abiding or respectful of their neighbors. She expressed concern that the property owners not being on the property with the short-term renters could lead to drug-related crimes occurring on the properties; the transient nature of short-term rentals was a problem because those renters do not have any connection to the community or their values.

Ms. Chester said that she was concerned that if people thought of Petersburg as an area where they can make money with short-term rentals, long-term residents would leave because they would not want to be surrounded by short-term renters and their lifestyles. She said that this could ultimately result in a decrease in property values and a loss of character for their City, preventing it from growing and thriving.

Marlow Green, 301 Rolfe Street agreed with the other speakers that short-term rentals should be allowed in the Residential R-1 zoning district. The reason for this was that she believed they were still opening themselves up to noncompliance. She said that people would likely continue to disregard the regulations, regardless of the \$500 fee. They could not expect neighbors to police each other and report any issues to the City. She also agreed with another speaker that she would like to see some mitigating controls put in place to address concerns.

Ms. Green said that for example, if there were incidents where a short-term rental owner was not adhering to code compliance, such as failing to dispose of trash properly, there could be fines in place. She said that they must ensure that these controls were in place to prevent people from taking advantage of the short-term rental opportunities and being irresponsible. She also felt that there also could be revenues that would be left on the table if they did not include them in the R-1 zoning district.

Tamara Blow stated that she understood the concerns voiced by previous speakers, so what she would recommend would be that the short-term rentals be in an Airbnb environment or a similar regulated and controlled setting. This would address several concerns. Firstly, Airbnb does not allow parties, and a controlled environment would ensure that the property is properly maintained and rated. She said that they also required specific insurances, which would be built into the system.

Ms. Blow said that Airbnb already had infrastructure in place to prevent bad behavior, utilizing AI technology to block any attempts to book the property for parties. This would alleviate many of the concerns heard tonight. She noted that she and her husband had had this property over the past 30 years, which had hosted various types of rentals, from short-term to long-term. She noted that the short-term rentals had consistently resulted in better property maintenance and a more visually appealing neighborhood.

Ms. Blow said that 1725 Monticello was a prime example of this. She said that short-term rentals were not only improve the aesthetic appeal of the area but also generate revenue for the City through taxes. When she analyzed the numbers, she found that Airbnb collected taxes and sent aggregate tax money to the City, benefiting both the City and the tenants. She said that this was a win-win situation, as it brought in much-needed revenue for the City and provided financial benefits to the residents.

Joe Battison, 1 South Sycamore Street, stated that he attended all the meetings regarding the short-term rental with the Planning Commission, and he commended the Commission for covering almost all the concerns that had been raised by constituents. They had worked

diligently since last July on this issue, with multiple meetings to discuss the matter. He noted that Airbnb had its own issues and had tried to solve them, so he would give them a lot of credit for being strict, especially on the issue of parties.

Mr. Battison explained that he believed the R-1 zoning designation was not included in the ordinance because it would require adequate parking for existing residents in areas like High Street and other parts of the City that were limited in terms of parking spaces. If R-1 were to allow short-term rentals, there would need to be some form of parking requirement to prevent it from becoming a burden on neighbors. The R-1 designation was not included because it would result in multiple cars parked on City streets, potentially on streets with limited parking capacity. He thought the Planning Commission did a great job addressing all aspects of the issue and supported their recommended ordinance.

Cherub Jordan, 427 South Adams Street, stated that she had been listening to the prior comments and must express her opposition to the Airbnbs. She noted that she had just moved to Petersburg in November, so everything was new to her, and she often found herself wondering where she was and what she was doing. She said that she was excited to have been able to afford a tiny home in the City, but now she was concerned about the implications.

Ms. Jordan said that this seemed a bit like the California gold rush, where the focus was on making money rather than building a home and living in it. She emphasized that she had moved here to live in a home, and she indeed lived on a street where parking was difficult. She was looking for a peaceful and quiet environment, not a bustling atmosphere like Las Vegas. She said that she understood that the Council had their own vision, but she would like to share her perspective.

Ms. Jordan said that they could not control everything, and she had heard a lot about local issues from other residents. She agreed that parking should be considered as an impact of short-term rentals. Additionally, she appreciated having a family atmosphere in her neighborhood, knowing her neighbors next door, saying hello and helping each other. She felt that she could not do that if it was an Airbnb.

Ms. Jordan stated that she did not think there should be none at all, but she believed they should be strictly regulated. She noted that she could make some money herself by making her home into an Airbnb, but it felt wrong and like it would disrupt their sense of community. She would not want to live next to someone who was just allowing anyone to come in and out of their house so they could make some money. She said that she was not thinking so much about revenues but more about how this would impact residents and their neighborhoods. She would like to see a balance between allowing residents to monetize their properties and maintaining a sense of community and respect for their neighborhood.

Ms. Jordan noted that there was not much being policed in the City; she could not walk her puppy without dogs jumping out at them, nor could she go to the park without seeing the grass was a foot high. She believed they needed to prioritize basic things like that before considering complex restrictions on new uses in the City.

Mayor Parham closed the public hearing.

Council Member Smith-Lee noted that they used to have bed-and-breakfasts in the City, which she had stayed at. She had stayed in Airbnbs, which were often better than hotels. She also had a friend who rented out her condo to traveling nurses and doctors. They were popular right now and not everyone wanted to stay in a hotel. She asked Ms. Siodmok if the short-term rentals were not proposed to be permitted in R-1 due to parking restrictions.

Ms. Siodmok said that while some of the community members had requested inclusion of R-1

as a permitted zoning district for short term rentals, the Planning Commission had been discussing this project for the past year, and a significant portion of the R-1 designation in the City was located south of Route 85, primarily in their various zoning districts. These areas were characterized by larger lots and single-family homes. It was the intent to preserve the single-family character of these communities.

Council Member Smith-Lee asked if parking was the main issue with R-1.

Ms. Siodmok clarified that parking was not the primary concern, but Mr. Battison's remarks did highlight that it was a consideration. She stated that the Planning Commission was primarily focusing on the higher density zoning districts, where the density was more consistent. In these areas, they were more likely to see a mix of duplexes, triplexes, and other varied housing types, which would also contribute to a more diverse community character. It was likely assumed that this is where they would integrate best into the City.

Council Member Jones asked what the difference was between these short-term rental units and hotels.

Ms. Siodmok noted that Council Member Smith-Lee mentioned a bed and breakfast, and she wanted to clarify that the City does allow bed and breakfasts with a special use permit. These establishments were regulated as a separate use and were only permitted in their higher density districts, such as R-3, R-4, R-5, and RB. Additionally, they came with specific requirements, including limits on capacity, the number of people per unit, parking spaces, and the need for a manager on the premises.

Ms. Siodmok stated that additionally, there were signage requirements and any other conditions deemed necessary by Council and the Planning Commission. For short-term rentals, the time period was less than 30 days. However, traveling nurses and doctors often stayed for more than 30 days, and a time period longer than 30 days was treated as a standard rental in the City. Hotels differed in terms of size, staffing, and services, so they were different from an Airbnb at someone's house.

Council Member Jones asked what the impact would be on the City's housing stock.

Ms. Siodmok stated that there were various ways to support this initiative, but she wanted to reiterate that the Planning Commission had been examining this issue for an entire year. She said that to be clear, they already had Airbnbs in Petersburg, but they did not have regulations in place for them. It had taken them a significant amount of time to establish these regulations. Their goal was to create a registry that would help them understand the location and number of existing short-term rentals, which would also enable them to tax them and generate revenue. She said that this proposal was not intended to stimulate the creation of new Airbnbs, but rather to regulate the ones that already existed.

Council Member Jones stated that he could appreciate regulating them, but he had spoken with his constituents, particularly in his neighborhood, and they were strongly opposed to having Airbnbs or any similar short-term rentals in the area. He emphasized that many people simply wanted to live in a decent neighborhood, where they knew their neighbors and felt safe. He said that where he was from, they understood the importance of knowing their neighbors and being aware of what was going on in the community. With short-term rentals, they would not know who was moving in or what was going on.

Council Member Jones said that they needed to protect their children and seniors, but if they did not know their neighbors, they did not know what was going on in the community. He was saying this because they did not want to commercialize their neighborhoods. He asked how this would affect the neighborhoods and what was the difference when enforcing the building codes

and safety codes versus those for hotels in commercial districts.

Ms. Siodmok said that regarding their neighborhoods, she would reiterate that short-term rentals currently existed in them. Therefore, they were experiencing living in a world with short-term rentals. Their goal was to establish regulations that she had previously presented, ensuring that guests adhered to basic standards, such as taking out the trash and having fire extinguishers and fire safety mechanisms. Those short-term rental owners would be required to provide staff with a floor plan showing the layout of the bedrooms, including fire alarms and other necessary safety features. If they failed to comply with these requirements, staff could submit violations, and they had established this process in their short-term rental guidelines.

Ms. Siodmok said that for each non-compliant factor, they could issue a separate violation. Once they accumulated three violations, the City could revoke their short-term rental approval, preventing them from submitting again for a full year. She stated that it was in everyone's best interest to ensure that safety measures were in place, trash was being addressed, and the area's character was maintained.

Council Member Jones stated that hotel had to provide a guest registry to the police upon request. He asked if short-term rentals would be subject to that same requirement.

Ms. Siodmok said that Airbnb and other short-term rental systems had applications and guest details. Staff would be working with the property owners to make sure the City had their contact information 24/7 in case of emergency.

Anthony Williams, City Attorney, stated that Council Member Jones was referring to a bucket check, which was a law enforcement procedure that allowed them to check a hotel's register to determine who was staying at the hotel at a particular moment. He was not aware of any similar statutory authority regarding short-term rentals. Therefore, the answer to the question of whether law enforcement could know who was actually staying in that property at that moment was no, it was not currently enforceable.

Jared Crews, Planning Manager, clarified that as part of the registration process, the short-term rental property owner would be required to designate a responsible party, which was someone who was committed to being available 24/7 in case the City needed to reach them, whether it was for an emergency or a maintenance issue. Additionally, the guests of the short-term rental would have a designated contact.

Council Member Jones expressed concern regarding fire safety for Airbnbs.

Ms. Siodmok stated that when someone submits an establishment to the City of Petersburg for registration of the short-term rental, they must submit a floor plan that includes information on each room, occupancy levels for sleeping rooms, cooking facilities, emergency egress and rescue openings, and the location and size of fire and carbon monoxide detectors. If an establishment is found to be non-compliant with these standards, they will receive associated violations. All establishments are required to renew annually, which means they will need to verify their compliance every year for all of those safety components.

Council Member Jones asked if there would be a limit on occupancy for the short-term rentals.

Ms. Siodmok confirmed they would need to meet occupancy standards, and there was another limit of six unrelated guests in a short-term rental at one time.

John Altman, City Manager, clarified that renting rooms was usually a different situation than renting an entire dwelling units as a short-term rental.

Council Member Jones asked how they would prevent a situation of individual room rentals from occurring.

Ms. Siodmok reiterated that they had occupancy limits, 30-day limits, no more than six unrelated people in a house at one time, and other regulations to restrict the use to be a short-term rental and not a boarding house. The City had separate regulations for boarding houses and were working with Members of Council to enforce those based on unrelated occupancy, and this matter would be regulated separately.

Council Member Jones asked who would be responsible for enforcing all of these restrictions.

Ms. Siodmok replied that staff had already been working well with the community and Council Member Cuthbert who had been instrumental in alerting staff to issues of overoccupancy and other issues. The annual renewals would also be very helpful because the owners would be required to submit their information every time, including the floor plan of the unit. If there was ever an issue, the community knew to contact staff for help in solving the problem.

Council Member Cuthbert made a motion that the Council approve the ordinance as proposed, with a single amendment that short-term rentals be allowed only with a special use permit, except when the property is occupied as the owner's primary residence, in which case no special use permit shall be required.

Mr. Crews noted that staff had been looking to implement a deadline of October 1 for short-term rentals to submit their information and be added to the registry. If Council was considering approving short-term rentals by special use permit, he would request a longer deadline, such as January 1, 2026, in order to give enough time for the applications to be processed.

City Attorney Williams said that those individuals who had been operating and registered prior to the October 1, 2025 date would be exempt from the new ordinance, thereby avoiding the special use requirement, and thus it would not affect them.

Council Member Jones seconded the motion.

The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Jones, and Parham; No: Myers, Smith-Lee; Abstain: N/A; Absent: Westbrook, Hill.

14a. FIRST READING/SCHEDULE A PUBLIC HEARING FOR: AN ORDINANCE TO AMEND AND RE-ADOPT SECTION 46-92 OF THE CITY CODE TO CHANGE THE POLLING PLACE FOR THE FIRST WARD TO LAKEMONT ELEMENTARY (PUBLIC HEARING/CONSIDERATION FOR ADOPTION TO BE HELD ON JULY 1, 2025)**

Anthony Williams, City Attorney, presented a brief summary of the item. He explained that this matter was being taken out of cycle due to a request from the Registrar and Electoral Board for expedited review. Tonight, Council would have a first reading of this item, and they would schedule a special meeting in advance of their next meeting, with the hope that this would be adopted. The proposal was to relocate the polling place for Ward 1 from Blanford to Lakemont.

City Attorney Williams explained that the reason for this change was the recent decennial redistricting, which had moved Blanford outside of Ward 1. Although it was only a little less than a mile outside of Ward 1, it was no longer located within the ward. To maintain the integrity of Ward 1, they wanted to relocate the polling place to be within the ward. The Electoral Board had entered into a Memorandum of Understanding (MOU) with Lakemont to facilitate this relocation; all the necessary steps had been taken to bring this proposal to this point.

City Attorney Williams continued to state that if Council approved this ordinance, he would need to submit a request for certification of no objection to the Attorney General's office, which could take up to 60 days. Therefore, even after Council adopted this, it may take up to 60 days before the polling place could be relocated, which was why the Electoral Board was seeking to expedite this process to meet the time limitations to use the new polling place in the next election.

Bossie Bonner, of the Petersburg Electoral Board, stated that they had been trying to move this polling place for over a year now. There were ADA requirements that necessitated moving the polling place from the front of the building to the back of the building at Blanford Academy; however, Lakemont had all the facilities needed to accommodate the polling place. He respectfully requested that Council approve the ordinance that will change the polling place for the First Ward to Lakemont Elementary.

Mayor Parham stated that Council will have a special meeting to take action on the ordinance at their July 1, 2025 work session meeting.

14c. MULTI-YEAR STRATEGIC PLAN FINANCE UPDATE – DAVENPORT & COMPANY, LLC

David Rose stated that he would be presenting an update on the Multi-Year Strategic Plan of Finance, which was a result of the events that had transpired over the past several months. In the background, one could see that the successful vote on the casino project had led to the Cordish companies moving forward with their plans. They had worked with Chmura Economics and Analytics, an independent firm, to review their assumptions and understand the revenues that would be generated by the casino project for the City. The third point on the list was crucial, as the City had identified at least \$250 million of capital projects that needed to be funded or completed within the next five years.

Mr. Rose noted that Davenport's role tonight was not to recommend specific projects or their sizes, but rather to develop a plan of finance that responsibly managed these projects while adhering to best practices. With that in mind, Chmura had analyzed the casino's revenues over the next decade, assuming that all went well, and found that revenues would exceed \$250 million. They had focused on the revenues within the next decade to determine if the City could fund these projects. He explained that City expected two types of revenues: guaranteed payments from Cordish, which were not tied to funding levels or tax revenues and were scheduled to occur over the next eight years, and ongoing revenues from gaming, meals, lodging, sales, and real estate, which ranged from \$8 million in Fiscal Year 26 to \$26 million by Fiscal Year 2035.

Mr. Rose stated that to ensure they understood these revenues, they had discounted them. He would now show how they had discounted them. First, they had not discounted the guaranteed payments, but they were going to explore strategies to address capital needs after those dollars actually came into the City's coffers; they would only consider those guaranteed dollars after they were received. If they were received on time, they had a specific strategy recommended for addressing capital programs. However, if they were delayed for any reason, they would then discuss how to adjust their investment strategy. The goal was to always maintain a cash-strong position for the City.

Mr. Rose continued to explain that when examining the annual revenues for Fiscal Year 26, they saw that between sales, Business, Professional, and Occupational License (BPOL), and real estate, the total was approximately \$8 million. They then considered the scenario where they received 25% less, resulting in \$6 million, and the scenario where they lost 40% of those revenues, resulting in \$5 million. They had modeled all possible plans, assuming they received

all revenues, 75% of the revenues, and 60% of the revenues. They believed this approach would help the City avoid financial difficulties when making investments.

Mr. Rose stated that the recommended approach was that one-third of the \$250 million projects be paid through cash, with the remaining two-thirds borrowed, approximately \$170 million. This was not coincidental to the \$80 million pay-as-you-go guarantees; they were tied to each other. Their focus was then on how to implement this approach in a way that would minimize the City's financial risk. The recommendation was to set aside the initial \$15 million in an emergency downturn reserve when those payments were received, and to have that money available over the next four to five years.

Mr. Rose said that the second recommendation was to set up a line of credit for \$30 million, and the City would use the guaranteed payments to make credit payments over time. He explained that this approach allowed for flexibility and minimized interest costs, while also enabling the City to spend up to \$80 million of pay-as-you-go funds. He noted that Davenport had used this approach in multiple localities across the state and it had proven to be an effective approach over the past seven years. He stated that when analyzing potential pay-as-you go projects, those were determined by the City, and they came with a total cost of approximately \$76 million.

Mr. Rose said that they had rounded this number to \$80 million, but he acknowledged that these figures and the projects' timings were subject to change. However, the plan he proposed would allow the Council to decide when to undertake these projects, how to execute them, and to allocate resources accordingly. The key aspect was that if they proceeded with this plan, they would ensure that the City maintained a minimum reserve of \$15 million, and as these projects progressed, the Council would continue to receive the other funding, which would support the completion of these projects.

City Manager Altman added that the \$80 million in projects was an estimate. He clarified that any projects in this plan that had not been approved by Council were not formally agreed upon nor finalized; they were meant to provide some idea of what the costs and associated financing strategies would be.

Mr. Rose thanked City Manager Altman for that point of clarification. He said that before discussing the next strategy, he wanted to point out that they had the cash flows indicated. However, what they were showing here was that the City would only move forward with projects when they knew that those guaranteed payments were indeed coming in. This was crucial. They were always going to be, in effect, a step behind the overall receipt of dollars in terms of spending these dollars.

Mr. Rose stated that another way to think about this was that they were not going out and making any payments until they received their paycheck. The City may want to move forward on certain projects, but only then would he start to authorize spending, so they recommended using a line of credit for this purpose. From a cash flow standpoint, they were always going to be in a very strong position with regard to fund balance, or the funds that were sitting there. He acknowledged that it was a lot to digest, but he believed working with staff and with bond counsel had proven to be effective.

Mr. Rose stated that for example, if the first project was expected to be valued at \$17 million, and the project was moving slowly, they would not have to expend funds prematurely. Instead, they would have money sitting in an interim funding line of credit, which would not be spent until dollars came in. By not spending existing dollars from the General Fund, they minimized the chances of having funding gaps in other government functions or being impacted by changes in revenues.

Mr. Rose stated that next, he would discuss how they would rely on those new revenues generated by the casino project. The casino project would not only bring in revenues but also have expenses tied to it. He explained that they had worked with City staff to go line by line, agency by agency, department by department, and analyzed the cost impacts the casino would have on each department and agency of the City. What they would see was that offsetting those revenues would be about \$2 million in FY26, growing to some \$9 million by FY29. He reiterated that they could not just look at revenues; they had to consider the expenditures.

Mr. Rose noted that Davenport thought those expenditures were on the high side, which was good for planning purposes. They wanted to be conservative, and he believed that working with staff, they had done that. They then discussed the projects that had been identified, which included four major projects that could be seen on the slide. The project timelines were intentionally set to be quick, with the goal of conducting a stress test and assessing the impact of what it would take to work as quickly as possible. This was done to determine what effect it would have on existing and expected revenues and to determine whether they would have sufficient revenues to cover the approximately \$160 million in projects that would require borrowing.

Mr. Rose reiterated that these projects were not Davenport's to complete, but rather were assigned to them for analysis. One thing he would note was that the schools. They had been in discussions with the schools, and the provided number was the net amount after the City school received the grant monies that were available to the City, which were approximately \$30 million. The City had also been preliminarily approved for a literary loan, which was a guaranteed 2% fixed-rate loan, regardless of market fluctuations, so long as the City, the Schools, and financial managers all followed the eligibility protocols.

Mr. Rose explained that this meant that the City would not need to borrow that money from the public markets. Instead, it would come from the Department of Education. This was an important point, as literary loans had been available for 50 years and were very stable, set aside by the Department of Education and not contingent on the state's or economy's performance. As a result, the City was eligible for approximately \$30 million at a 2% interest rate. The remaining amount would need to be borrowed from the public markets, with final maturities potentially moving slightly slower and timing taking a bit longer. However, to test the system's stress, they had acted as if the loan terms were slightly faster.

Mr. Rose stated that as a result, when they calculated the No Revenue Discount, with the expected revenues from Cordish, they found that they could fund approximately \$250 million in capital needs, while still maintaining annual surpluses of between \$6 and \$8 million dollars. This was the good news. However, they also considered the possibility that revenues might not come in as expected, so they decided to apply a discount of 40% to revenues from the start of the next 10 years. This would result in an annual shortfall of approximately \$3 million starting in FY29. They then asked what the breakeven point would be to fund the capital projects without any surplus remaining.

Mr. Rose stated that essentially, they could handle a 30% discount on revenues, which meant that if they only received \$0.70 for every dollar expected, they could still implement this program without touching the General Fund. This 30% discount was on the revenue side. Additionally, if operating expenditures were not as great as expected, which they believed they would not be, this would provide an even greater cushion. Furthermore, if some projects were delayed until Fiscal Year 26, this would also help. However, he felt it was Davenport's responsibility to provide them with the information of what would happen if they did not receive those revenues as quickly as possible or ever.

Mr. Rose stated that one final point he would like to make was that when it came to those various projects, the schools were on a certain track, and they felt good about that. However, if the revenues for the other three were not robust by Fiscal Year 26 and 27, the City had the ability to slow down certain projects and adjust them. It was not an all-or-nothing situation. Hopefully, he would be before the Council to discuss this information on a quarterly basis, examining how the projects were progressing, what surprises had happened, because that was the key thing here.

Mr. Rose said that if the revenues were delayed or the projects were delayed, with the probable exception of the schools, which were already accounted for in the General Fund, this could be slowed down. The City Manager likely could add some context to this, but they had recommended that the City make sure the revenues were coming in before committing to the other projects.

City Manager Altman stated that this was part of their ongoing commitment to realize revenues and take a conservative approach to expenditures of both one-time and ongoing revenues. The stress test they were considering was reflected in the potential outcomes they were exploring. He said that at this point, they had not had discussions about these projects with the exception of the schools. They were essentially testing their ability to handle the financial implications by providing some example dates and numbers.

City Manager Altman said that at this point, they still had a long way to go before they began selecting projects and determining timing, and the provided estimates were meant to give an idea of what the effects of these potential situations would be. He noted that the school project, which involved the replacement of Walnut Hill, was moving forward, and they had a meeting with them to confirm that they were eligible for the loan and grant they received. The other three projects were just example numbers used as a way for them to stress-test the system.

Mr. Rose indicated the dark blue line on the cash flow projection graph represented Cordish's expected revenues each year under the Cordish plan without any discount, along with existing debt service and operating expenditures. The projected debt service and the delta between the two were also shown. The light shade of green represented the \$6 million to \$8 million dollars, so this would be the most optimistic scenario in accordance with Cordish's projections. In contrast, if the dark blue line was discounted by 40%, they would notice that the line was under the golden line, which represented the total of the debt service and operating expenditures.

Mr. Rose explained that the shade of red on the chart highlighted the fact that they were short about \$3 million a year. While this would not be catastrophic, given the City's current trajectory, they wanted to avoid relying on the General Fund to support these projects. The third scenario, with a 30% discount, showed the dark blue line roughly approximating the various debts and operations. Again, these operations could be reduced, but only over time would that be known for certain. He stated that for next steps, the City had finalized the FY 26 budget, and they knew they would receive the \$15 million by the end of the calendar year. Davenport recommended establishing a line of credit while they had these things aligned.

Mr. Rose noted that however, they were not recommending to spend any of that line of credit until the \$15 million was in the bank. Then, they could decide which projects to pursue and not exceed the \$15 million. They expected the next \$15 million to come quickly, so they would always keep \$15 million in reserve. They would get their next \$15 million and start moving forward without delay on some of the projects they had decided on, using a pay-as-you-go approach. The line of credit would be paid back through the guaranteed Cordish payments, not through long-term borrowing. They wanted to be behind in their spending in terms of those Cordish payments to avoid putting themselves in jeopardy.

Mayor Parham expressed his gratitude to Mr. Rose for providing Council with this valuable information and multiple hypothetical scenarios to consider. He stated that he would like for Council to discuss all of this further at their Council retreat in August so they could have a more in-depth discussion and create a road map for what their actual plan would be.

Council Member Cuthbert asked if the \$30 million loan was inconsistent with the concept of pay-as-you-go.

Mr. Rose replied no; they wanted to give the City the opportunity to move as quickly as they wanted, pursue different projects with those dollars, but it was not inconsistent at all. It started with the first \$15 million being set aside. He said that to illustrate this, they considered the smaller projects that Mr. Altman mentioned. They could keep the \$15 million and invest it, essentially investing it and maintaining a cash flow. He would be happy to walk Council through the cash flow concept at the retreat, but it was a bit difficult to explain here.

Mr. Rose said that this approach had been successful for numerous local governments, including the \$80 million, which had a specific timeline. He said that they were currently in a mode where they expected the benefits to start in FY 26, FY 27, and beyond, with upwards of \$60 million expected in the next few years. To set the City up, they recommended starting modestly and borrowing dollars, using the Cordish payments to pay them off. He said that this way, the City was not the bank, but rather, the line of credit would act as the bank.

Council Member Cuthbert stated that he had a difficult time understanding how borrowing \$30 million to pay for projects was the same thing as paying as they went. It sounded more like they were borrowing more than they needed for the work they were planning on.

Mr. Rose stated that some of their projects were substantial, and it was essential to demonstrate that they had the necessary funds for them. He said that they did not have to settle on \$30 million, but that was the amount they had considered reasonable after their discussions with staff. He said that they were thinking about how to bring in these payments and essentially "bank" them, which would allow them to make \$30 million in commitments. He stated that as a finance professional, if he knew that there were guaranteed dollars coming in from external entities, he would be more comfortable recommending short-term borrowing, knowing that they would be repaying it with the incoming funds rather than long-term borrowing.

Council Member Cuthbert thanked Mr. Rose for the explanation. He said that this conversation brought back memories of the nightmare they faced in 2017 when they were using payday loans. He asked what the difference was between the short-term loan of \$30 million and a payday loan of \$30 million.

Mr. Rose said that that was a significant difference. When they did that in 2017, it was solely to cover expenses; that was the only purpose. He emphasized that this was not for the same reason. These funds were not coming from the General Fund, meaning the dollars spent on various projects would be repaid from the Cordish payments, rather than the General Fund; that was the first distinction. The second difference was that short-term borrowing in the form of payday loans, which they had previously arranged, was a last resort to help avoid a difficult situation, as they had no other choice at the time. This was the opposite. They were not using this \$30 million until they had a solid \$15 million in the bank, and they were not taking on debt to fund these projects.

Mr. Rose added that the City's General Fund unassigned balance, which was around a negative \$7 million in 2017, had grown to a positive \$40 to \$50 million. In terms of their financial position, they were 180 degrees from where they were then. If all of this were to fall apart and they relied on the credit line and only received \$15 million, he would not even recommend proceeding until

they had the \$30 million in place to cover the projects. He reiterated that this was a cash flow accommodation, where they were approaching this from a position of strength, whereas the 2017 situation was a cash flow necessity from a position of weakness, and they had no choice at the time.

Council Member Cuthbert said that both loans were based on spending money they did not yet have.

Mr. Rose clarified that it was the opposite. Before they spent any of that \$30 million, they would have already spent \$15 million, which was sitting in their account.

Mayor Parham stated that Mr. Rose had provided all of the information on this presentation to Council for them to review. They would be looking at it in much more depth during their Council retreat in August. It was a lot to digest, but they would be reviewing it and discussing it many more times.

- g. Public Hearing to Amend and Readopt the City Ordinance Pertaining to the Planning Commission to add Language Clarifying the Ability to Compensate Planning Commission Members with an Associated Amount

Naomi Siodmok, Planning Director, stated that Council had previously discussed this matter in a work session so that staff could hear their thoughts on the matter. They were proposing to provide compensation to the Planning Commission for their duties, including reviewing significant documents and seeking Council's approval of the ordinance. She provided some background information on the item. She explained that staff first presented this idea to Council in May and there was a mix of support and opposition at the time. Those who supported it were generally comfortable with the budgeted amount of \$75 per meeting, which was currently allocated in the City's budget for this upcoming year.

Ms. Siodmok said that staff had met with the Planning Commission this month, and there was a discussion about the potential funding. The Planning Commission felt it was appropriate for their funding to be \$75 per meeting for those who had not yet received training, and \$100 per meeting for those who had completed the Planning Commissioner training program, which was offered by Virginia Commonwealth University (VCU). The program was intensive, consisting of four days of in-person training, three books, and a month-long review period.

Ms. Siodmok said that so far, about half of their Planning Commissioners had attended the training, and the other half were planning to do so soon. As a result, they had made significant progress in understanding the intricacies of reviewing resolutions, special use permits, and zoning ordinances.

Ms. Siodmok stated that staff was proposing the following draft language for the text amendment. The state code section stated that the Council may provide compensation, and they were seeking to specify the details. Staff specified that the compensation for Planning Commissioners would be set at \$75 per meeting or \$100 per meeting for those who had completed the certified Planning Commissioner program or other training approved by staff. No payments shall be made to Commissioners more than 15 minutes late to a meeting or those absent from a meeting, because they wanted to establish a few guidelines to ensure that Planning Commissioners were present and on time for meetings.

Mayor Parham opened the public hearing.

Barbara Rudolph, 1675 Mount Vernon Street stated that she was not in favor of compensating Planning Commission members. There was some suggestion in previous discussions that

people who gave up their time to help the City government should be compensated for their time, which she would not criticize. She felt that it was volunteerism, and that meant that they did not mean to be paid. She personally felt that the Planning Commissioners should be willing to serve and sacrifice their time without compensation. However, the bigger objective issue was the precedent this decision would set for other boards and commissions. She believed this may result in a much greater cost than just what they were deciding tonight for the Planning Commission. She asked that Council consider the feasibility of administering this change.

Mayor Parham closed the public hearing.

Council Member Jones asked how many meetings the Planning Commission had per year.

Ms. Siodmok replied that the Planning Commission had regularly scheduled meetings once per month, and met at a minimum 11 times a year. However, due to the current Zoning Ordinance update, they were meeting an additional six or seven times a year as well, inclusive of joint meetings with Council.

Council Member Jones noted that with the proposed numbers, it appeared that the Commission may be compensated equal or more than the City Council was, but he did not see how that was justified. He believed if they were going to do this for the Planning Commission, they should do the same for all of their boards and commissions.

Mayor Parham stated that he believed they may need to table the item so they could gather the information on how to compensate all of their boards and commissions.

Council Member Jones made a motion to table the item so they could gather information on compensating all of their boards and commissions. Council Member Cuthbert 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, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

- h. Public Hearing to Approve the Community Development Block Grant (CDBG) Funds for Program Year 2025 – 2026 and Fiscal Year 2026 as Recommended by the CDBG Advisory Board

Naomi Siodmok, Planning Director, stated that Council had received a presentation on this item a few weeks ago, and tonight Council would take action on the item. She introduced Kofi Adih, Chair of the CDBG Advisory Board, who would provide a summary of the item.

Kofi Adih, Chair of the CDBG Advisory Board, stated that he would recap the Program Year 2025 recommendations and seek a decision on how to allocate their program year funds from the City Council. He first wanted to review the Housing and Urban Development (HUD) letter for Program Year 25, as it provided guidance on what they could pursue. As they could see, they had a total of \$585,812 to allocate for this program year. They were eligible for Section 108 funding, in addition to capital improvement dollars to allocate to these projects.

Mr. Adih noted that HUD strongly recommended that they focus on supporting opportunity zones, providing gap financing for large-scale community projects, and addressing local housing shortages by expanding the housing supply. These recommendations would ultimately inform their Year 1 Annual Action Plan, which was due to HUD on August 16, 2025. To recap, they had 25 applicants seeking funding for a total of \$1,385,355, but they were only allocated about \$585,000.

Mr. Adih stated that the breakdown showed how they could allocate the funds to different sectors, including public services, with a 15% cap, and administrative cap. The Advisory Board's recommendations, as discussed in the previous meeting, were provided on the slide and in their report. He noted that City Council had requested answers to a list of their questions, and those were sent out yesterday. He wanted to ensure that everyone had the necessary information as they moved forward with the decision-making process.

Mayor Parham opened the public hearing.

Bill Nicholson, 225 High Street, stated that he served as the president of the Petersburg Area Art League. He said that the Art League respectfully requested funding to continue the improvements of their building. Over the past two and a half years, they had made significant enhancements to the building, including new bathrooms, a new roof, air conditioning, and securing the space. This had enabled them to provide a clean, mold-free environment where they could offer classes, educational programs, and events for the citizens of Petersburg.

Mr. Nicholson said that they had not only provided a platform for local artists and musicians, free of charge, but had also brought in external talent to elevate the Art League and the City of Petersburg. For example, they had recently collaborated with an individual who created a video showcasing Petersburg, which had garnered over 20,000 views on YouTube and 35 million views of his own work. By engaging these talents, they aimed to create programs and events accessible to citizens and children, including those from Virginia State University (VSU), Appomattox Regional Governors School (ARGS), and other organizations.

Mr. Nicholson said that one notable event where these improvements would be beneficial, was a guest speaker who was a key figure in the 1961 sit-in movement in Jackson, Mississippi. She would be visiting Petersburg on September 13, 2025 to deliver a special presentation, a movie, and a speech. They had planned to host this event in the art park, but lacked the necessary equipment and lighting to do so. This grant would enable them to make improvements to the art park, which would benefit their local musicians, talents, and performing artist programs, as well as external events that would provide exposure to students and residents of Petersburg.

Leonard Curry, 2014 Woodland Road, stated that he served as a member of the CDBG Advisory Committee. He spoke today because last year their recommendations were ignored by the Council, which allocated all the funds to parks. He said that the committee had met with citizens throughout the year, and they had heard what the community needed. He said that this was a housing program, primarily funded by HUD, and they had 150 homes in the town that belonged to primarily widows and widowers, people of his age, and he knew them well.

Mr. Curry noted that these same individuals were active in the civil rights movement of the 1960s, participating in sit-ins and other efforts to open up public spaces. Unfortunately, these homes were in dire need of repair. Their roofs leaked, the plumbing was inadequate, and they had spent approximately \$10,000 to \$15,000 on these homes. He said that last year, some Council members suggested that these homeowners obtain insurance, but the needs for these homes were not covered by insurance. He said that insurance typically covered damage from natural disasters, such as a tree falling in a house.

Mr. Curry explained that in many of these cases, the problems were due to neglect. He said that many of the homes had been red-tagged, indicating that they were uninhabitable. However, these widows could not move out of their homes, and they continued to live in the red-tagged homes. He urged the Council to please continue to allocate critical home repair funds. He said that these funds were essential for rehabilitating, historic preservation, and other initiatives, including Habitat for Humanity.

Mr. Curry implored the Council not to shift the funds away from the critical needs of widows and widowers. He said that many of these homeowners had inherited these homes and had lived in them for so long that the sale price was no longer reflected on the assessor's website. He respectfully requested the Council not to change the funding and let them move forward with critical home repair, addressing the 40 homes that they would be able to repair, and not forget the remaining 110 homes that were not covered by these funds.

Marlow Green, 301 Rolfe Street, said that she was representing OCR Community Empowerment Group, which she founded and led. She said that the funds they were requesting were actually the smallest amount being requested here. Their goal was to utilize these funds to directly benefit the Pocahontas Island neighborhood, a historic district. Several residents had received code compliance notices, and they aimed to assist them in maintaining their homes and bringing them up to code. To achieve this, they planned to conduct home assessments in the neighborhood, as some residents who did not receive code compliance notices had underlying issues such as roofing and plumbing problems.

Ms. Green said that they would partner with a Class A contractor to evaluate these properties and provide cost estimates, which could then be shared with philanthropists, private donors, and other nonprofit organizations who could secure funding to support those in need, allowing them to remain in their homes. She noted that in many cases, code compliance notices could be a catalyst for displacement, while in other instances, residents lacked a safe dwelling. She said that their request was designed to address this issue and revitalize the Pocahontas Island community.

Barbara Rudolph said that she wanted to underscore Mr. Curry's comments. She reiterated that Council should accept the recommendations as provided by the CDBG Advisory Board without modification. The City Council should not base their decision on any particular nonprofit group or individual with concerns. The CDBG recommendations had been carefully vetted, and she had confidence in their thoroughness. As someone who regularly attended CDBG meetings, she was impressed by the dedication and seriousness of the Board about this issue.

Ms. Rudolph noted that several nonprofits had already been heard from, and she believed they were all worthy organizations. She thought this selection represented an excellent cross-section of community needs. While there may not be enough funding to address everything, she believed this was a worthy proposal that should be approved without further modifications.

Mayor Parham closed the public hearing.

Council Member Myers noted that according to the list, he noticed a difference of \$3,375.09. However, with respect to this particular motion, he would not attempt to find an appropriate place for that money.

Council Member Myers made a motion to direct the City Manager to provide a scope of regulatory recommendations at their upcoming retreat, based on the needed improvements within the community, and to approve the following allocations: People's Advantage Federal Credit Union, \$101,467; YMCA, \$19,412; Pretty Purposed, \$9,706; Parks and Leases Department, \$166,751; Black Resilience and Advancement through Volunteering and Empowerment (BRAVE), \$5,000; Downtown Churches United, \$2,000; Coalition on Homelessness, Capital Area Coalition on Homelessness, and Virginia Community Resource Center, in conjunction, \$88,000; Healthy Start Loving Steps, \$9,706; The Alamo Recovery House, \$20,000; Hebron, \$19,438; Administration and Operations, \$116,000; and PAL, \$15,250.

Mr. Adih clarified that an updated version had reconciled the differential amount referenced by Council Member Myers.

Council Member Jones 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, and Myers; No: Smith-Lee; Abstain: Parham; Absent: Westbrook, Hill.

Mayor Parham explained that he abstained from the vote because he did not accept the CDBG Board recommendations.

9. PUBLIC INFORMATION PERIOD

Cherub Jordan, 427 South Adams Street, stated that that six months after closing on her South Adams Petersburg home, she was on the phone with a realtor and a loan officer. She explained that park grounds were overgrown with grasses that reached her shins and sometimes her knees, making it nearly impossible to pick up after her puppy. She said that a recently roped-off buckled bridge that had not been repaired restricted park use. She said that a beautiful 40-year-old flower bed, which had once been a lovely feature near the fountain, had been destroyed, leaving a hurtful and unsightly mess. Sidewalk weeds were growing hip-high in the sidewalk cracks.

Ms. Jordan said that the dilapidated fences were leaning heavily into the sidewalk area next to her home. There was also widespread illegal dumping, likely exacerbated by the City's dump policy, which refused to take items from citizens. A tree was actively growing into service lines, and service companies were passing the buck. She said that worst of all, vehicle drivers were frequently moving through and standing in residential neighborhoods, blasting music so loud that the bass rumbled interior walls in residents' homes and moved objects across tables.

Janine Lester stated that she would be serving as the new City Arborist for the City of Petersburg. She had been working and planning, and this was her third week. She said that she was very pleased to be there. She said that she was unsure if they would finish the agenda tonight, but she hoped Council would consider implementing a strategic tree canopy plan for the City so that she had something to do.

Barbara Rudolph, 1675 Mount Vernon Street, said that she wanted to welcome Ms. Lester and was so thrilled they had a City arborist. She said that she was glad Ms. Lester was present to hear her next comment, which she had been planning to make for months. As referenced by Ms. Jordan, she wanted to discuss the recent removal of the hydrangea shrubs and other plants at the fountain at Poplar Lawn Park. She personally witnessed the beauty of these plants last fall, and it was senseless to cut those down. According to a City staff member, this was a major error made by Public Works. It was inexcusable that they would cut down such beautiful plants without a clear reason.

Ms. Rudolph was told that the decision was made to remove vines from a building in a different part of the park, but it seemed they had mistakenly targeted the fountain area and butchered all of those plants, which was a travesty. Furthermore, she recalled a similar incident involving two beautiful Japanese maples flanking the steps to the Exchange Building. She was surprised to see these two trees destroyed, considering they were not causing any issue with the building or in bad health. She knew a lot about Japanese maples and knew they were easy to prune, non-invasive, and not a danger to infrastructure. She hoped they were not removed just because they were not native plants.

Ms. Rudolph requested that Council employee people who understood the care and maintenance of plants. She would be happy to donate her time to prune Japanese maples anywhere in the City. Additionally, she was hoping that Council could intercede with Dominion regarding the tree-cutting issue with their contractor, Xylem. The current approach seemed to be solely focused on preventing branches from hanging over power lines, resulting in trees being cut off on one side, which was unattractive and detrimental to the tree. She was grateful for the upcoming tree canopy plan, which

would include planting new trees, but they must also prioritize the care and preservation of the existing trees, many of which had been mutilated.

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

Council Member Cuthbert said that he would like to echo the comments made by Ms. Jordan and Ms. Rudolph. He agreed that what Public Works had done to the hydrangeas was inexcusable. He said that cutting down flowers was not a standard practice, and it was unacceptable that they would do so. It was clear that there was inadequate oversight in Public Works, and it was not the fault of the employees who were undirected, but rather the lack of direction from those who were supposed to be directing. He requested City Manager Altman look into how to do better in the future.

Council Member Cuthbert said that secondly, he would like to inform the public about an upcoming Ward 4 meeting scheduled for Wednesday, July 9, at 5:30 p.m. in this room. The purpose of the meeting was to continue their discussion on speeding and ways to mitigate it. He understood that the administration had been working on traffic calming techniques and would present their conclusions and progress at the meeting. This was a continuation of the May meeting, which had been helpful in setting the table for moving forward and identifying problem areas. He noted that he had submitted traffic calming requests on behalf of each constituent that had raised a particular issue to him. He invited all members of the public to come to the meeting to discuss any speeding issues they had noticed.

Mayor Parham wished everyone a happy Juneteenth holiday, which was coming up this Thursday and would give employees a well-deserved day off. He expressed his gratitude for the wonderful Juneteenth event they had held at Petersburg High School, which featured a great concert and had a tremendous turnout despite the inclement weather. He addressed the City Manager and asked what progress they had made on the Oak Hill Bridge.

City Manager Altman replied that they were moving forward with the Oak Hill project, and designs were currently being prepared so that they could put it out to bid.

Mayor Parham asked if that was included in the Davenport presentation.

City Manager Altman replied no; Council had already appropriated those funds and the project was in progress.

11. ITEMS REMOVED FROM CONSENT AGENDA

There were no items under this portion of the agenda.

12. FINANCE AND BUDGET REPORT

a. Department of Finance Monthly Update

Garry Cozier, Budget Manager, stated that he would provide the monthly update on the budget. Beginning with budget to actuals, 11 out of 12 months of the fiscal year had elapsed, so 91% of the year was complete. Their bottom line was on track, with 87% of their budgeted spend having been incurred. Overall, they were doing well in terms of meeting their budgeted and actualized expenses. He noted that Dogwood was showing an overspend, but it was supported by revenues and their Enterprise Funds were self-supporting, so they were not concerned about the overspend.

Mr. Cozier said that next, he would discuss the earned interest update. The amended budget projection for earned interest was increased to \$2.2 million, up from the original \$1.4 million. To date, they had earned \$2.177 million, which was in line with their target of \$2.2 million for the remainder of the fiscal year. They were expected to meet this target and would continue to invest the earned interest.

13. UNFINISHED BUSINESS

- a. Consideration of Appointments to the Community Development Block Grant Advisory Board

This item was tabled until the July meeting of City Council.

- b. Consideration of Appointment to the Architectural Review Board

This item was tabled until the July meeting of City Council.

- c. Consideration of Recommendations to the Board of Zoning Appeals

This item was tabled until the July meeting of City Council.

- d. A Resolution of Council Support for and Adoption of the Strategic Tree Canopy Plan

Naomi Siodmok, Planning Director, stated that she was thrilled to have Janine Lester, their new City Arborist, with them today, who was excited to implement this effort. She said that their consultants from Green Infrastructure Center would provide a brief summary of the item. She noted that they had received a lot of community engagement on this effort and were hoping to move forward with this matter after the Council approved a Resolution of their support.

Jessica Huang, Community Forestry Planner, provided an overview of the Strategic Tree Canopy Plan for Petersburg. The program would be funded through a grant from the U.S. Department of Agriculture's Forest Service and Virginia Department of Forestry. The official name of Petersburg's program would be the Community Forest Revitalization Program. There would be a Phase 1 of City Wide Planning and a Phase 2 of Community Focused Implementation. The analysis of the tree canopy cover and benefits began with mapping the Petersburg tree canopy, which found the City had 45% tree canopy coverage. However, the tree canopy was not evenly distributed and there was a 76% difference between neighborhoods.

Ms. Huang explained that focusing on the tree canopy was important because of the deep and varied ecosystem services provided by the urban forest to their community's health and finances. The main areas that Petersburg residents focused on in their engagement was reducing urban heat, air quality, and flood reduction. In addition to being identified as community values, these goals aligned well with the Petersburg Comprehensive Plan. Therefore, the goal was to maintain tree canopy cover at 43% over the next 20 years. This goal accounted for Petersburg's projected future development projects, so a coordinated effort of the City and private property owners was essential.

Kendall Topping, Community Forester, provided an overview of the strategies the Green Infrastructure Center developed with staff and the community to achieve the goal of maintaining 43% of the tree canopy. They were to hire a City Arborist, to increase the City's capacity to care for newly planted trees and public projects, to train City staff in methods of green infrastructure and vegetation management, to ensure long-term success by following a "right tree right place" policy, to expand community knowledge and support for tree maintenance, to expand community involvement in tree stewardship, to increase the preservation of the existing large trees before and during development projects, to plant trees along transportation corridors, pedestrian routes, and business districts to beautify the City's entryways and welcome visitors, and finally to expand the equitable distribution of tree canopy benefits across Petersburg by increasing tree canopy in low-canopy communities.

Ms. Huang stated that the next steps for the program were the Council's vote on the Public Tree Ordinance update on July 15, Greening Petersburg Planning Workshops on July 14 from 6:30 p.m. to 7:30 p.m. Tree Care 101 free educational classes on Monday July 21 from 6:30 p.m. to 7:30

p.m., and the City Council's vote on the Zoning Code Update on September 16. She said that it was recommended that City Council adopt the Strategic Tree Canopy Plan.

Council Member Jones asked what the plan was for the East Washington Street tree project. He noted that the corridor had already begun to look better with their improvements so far.

Ms. Siodmok stated that they had successfully secured the contract, thanks to the Crater Planning District's funding of \$335,000 for studying and implementing improvements on East Washington Street. They were collaborating with Public Works to involve Timmons Group in their efforts, who would assist in identifying utilities and determining areas where planting was feasible. She noted that their primary focus was on a pilot project.

Ms. Siodmok said that they had discussed the importance of emphasizing the gateway, but their goal was to engage the community in identifying and suggesting locations for planting once they had located utilities and assessed feasibility. They had already received requests from the Public Works Department, and if they had had the opportunity to visit the area, they may have noticed that even the outdoor spaces could benefit from improvements, such as additional shade and attractive trees. Therefore, they were planning to work with the community to determine the best locations for planting.

Council Member Jones noted that it was too hot to put anything in the ground right now. He asked if they could plant trees by the end of the year.

Ms. Siodmok explained that given the contract was signed so late, they had a year from the date of signing, which began in June. Therefore, the planting season would be from December to March. This also coincided with when the funding would expire. Consequently, they needed to design and plant within this one-year time frame.

Council Member Jones asked if they were moving forward with that planting as quickly as possible.

Ms. Siodmok confirmed that yes; they were working with Public Works on this.

Council Member Jones stated that he had noticed that many trees were overhanging into the street so far that taller recreational vehicles may have their roofs scraped by them. He asked if Public Works could trim the trees, without butchering them, so that they would not damage vehicles.

City Manager Altman confirmed that staff could look into that, and if there were specific areas of concern, he would ask them to let staff know so the City Arborist could work on trimming street trees.

Ms. Siodmok noted that they were also partnering with their new Geographic Information Systems (GIS) Analyst to utilize GIS for mapping their inventory of public trees in the right-of-way, their health, and maintenance needs. This data would be essential in helping them regularly maintain the City trees and they were very excited to get that started.

Council Member Jones noted that one of the objectives in the Tree Canopy Strategic Plan was to prioritize preservation of trees before and during development projects. He noted that in Berkley Manor, someone butchered every tree around their park, so the park lost all of its shade and was a hot zone now. He knew it was from the development and it was very concerning that neither the City nor the residents received any notice that they planned to do that. He expressed concern that when his constituents asked him what was going on, he did not have an answer, and this reflected poorly on him, despite it being the fault of the developer rather than the City.

City Manager Altman acknowledged that the developer of the next phase of Berkley Manor had clear cut the property rather than selectively clearing trees. They were close to the park so the City

made sure they were not damaging City property, but unfortunately, it was private property and the developer chose to clear-cut the lot, which affected the existing residents of the area and the shade that benefited the adjacent park.

Ms. Siodmok added that she believed Council would be pleased to hear that staff would be presenting regulations, Zoning Ordinance changes, and City Code updates to help manage trees on City property as well as trees on private property. She explained that as they were located within the Chesapeake Bay Preservation Area, they would be able to establish preservation standards for trees on private property, giving them more authority to protect trees on private property. She said that they were quite excited about this development.

Council Member Jones expressed his gratitude to everyone working on these improvements.

Council Member Jones made a motion to adopt the Resolution of Council Support for and Adoption of the Strategic Tree Canopy Plan as submitted. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Jones, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

14. NEW BUSINESS

- a. FIRST READING/SCHEDULE PUBLIC HEARING FOR: An Ordinance to Amend and Re-Adopt Section 46-92 of the City Code to Change the Polling Place for the First Ward to Lakemont Elementary (****Public Hearing/Consideration for Adoption to be held on July 1, 2025**)

This item was discussed after Item 8f.

- b. Adoption of a Resolution to Re-Appoint Mr. Kenneth Pritchett to the Brightpoint Community College Board to Serve a Second Four-Year Term from July 1, 2025 until June 30, 2029

Council Member Myers made a motion to adopt the Resolution to Re-Appoint Mr. Kenneth Pritchett to the Brightpoint Community College Board to Serve a Second Four-Year Term from July 1, 2025 until June 30, 2029. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on roll call vote.

On roll call vote, voting Yes: Cuthbert, Jones, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

- c. Multi-Year Strategic Plan Finance Update – Davenport & Company, LLC

This item was discussed after Item 8f and Item 14a.

- d. Adoption of Resolution in Support of Expanding the Federal Child Tax Credit Proposed by the U.S. Conference of Mayors

Mayor Parham explained that this resolution aimed to expand the child tax credit, which would help reduce childhood poverty. He said that under the American Rescue Plan Act (ARPA) of 2021, they experienced the largest recorded decline in child poverty in U.S. history, reducing it by nearly half, from 9.7% in 2020 to 5.2% by 2021.

Council Member Smith-Lee made a motion to adopt the Resolution in Support of Expanding the Federal Child Tax Credit Proposed by the U.S. Conference of Mayors. Council Member Jones

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, Myers, Smith-Lee, and Parham; No: N/A; Abstain: N/A; Absent: Westbrook, Hill.

15. CITY MANAGER'S REPORT AND SPECIAL REPORTS

John Altman, City Manager, stated that he would like to take a moment to recognize their Planning Director, Ms. Siodmok. Tonight marked her last meeting with them, as she was moving on to a new opportunity with the Virginia Department of Transportation (VDOT). He thanked Ms. Siodmok for all of her hard work with Petersburg. He also wanted her to explain the Jamestown Award the City would be receiving at the Virginia Chapter of the American Planning Association conference this summer.

Ms. Siodmok stated that she was thrilled to share this news with them. They had been nominated by the Berkeley Group, one of their consultants, to receive the Jamestown Award, which recognized the Locality of the Year for their planning efforts. As a result, they had been identified as the City of the Year by the Virginia Association of Planning. She was very excited about this recognition and for her team, who had been outstanding in their work.

Ms. Siodmok said that Mr. Jared Crews was there tonight and would be a key contributor to their efforts. She was also excited about the progress they were making in their department, particularly in their tree conservation and transportation initiatives. They had received numerous grants that were yet to be realized, but she was eager to see them come to fruition.

City Manager Altman noted that this award was a testament to the hard work that Ms. Siodmok and the department had accomplished over the last few years. He congratulated Ms. Siodmok on this well-deserved recognition, wished her good luck, and said they would all miss her.

16. BUSINESS OR REPORTS FROM THE CLERK

Tangi Hill, City Clerk, stated that she had nothing to report this evening.

17. BUSINESS OR REPORTS FROM THE CITY ATTORNEY

Anthony Williams, City Attorney, stated that he had nothing to report this evening.

18. ADJOURNMENT

Mayor Parham made a motion to adjourn. All members of the Council present voted in the affirmative. Meeting adjourned.

The City Council adjourned at 8:05 p.m.

The Special Meeting of the Petersburg City Council was held on Tuesday, July 1, 2025 at the Petersburg Public Library. Mayor Parham called the meeting to order at 3:02 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/348676>.

1. ROLL CALL:

Present:

Charles Cuthbert, Jr., Councilor – Ward 4
W. Howard Myers, Councilor– Ward 5
Darrin Hill, Vice Mayor – Ward 2
Samuel Parham, Mayor – Ward 3

Absent:

Marlow Jones, Councilor – Ward 1
Arnold Westbrook, Jr., Councilor – Ward 7 (Arrived at 3:06 p.m.)
Annette Smith-Lee, Councilor – Ward 6

Present from City Administration:

City Manager John “March” Altman, Jr.
City Attorney Anthony C. Williams
City Clerk Tangi R. Hill

2. PRAYER:

Vice Mayor Hill led the Council meeting in 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 present.

5. OFFICIAL PUBLIC HEARING

- a. A Public Hearing for an Ordinance to Amend and Re-Adopt Section 46-92 of the City Code to Change the Polling Place for the First Ward to Lakemont Elementary

Mayor Parham and the City Attorney Williams introduced the item.

City Attorney Williams stated that members of the Electoral Board and Board of Elections was present if the Council had any questions. He added that it is to simply move the polling place into the ward at which the citizens live. Currently, it is outside of the ward because of the redistricting. Upon approval by Council, it will be sent to the Attorney General's Office for approval. He noted that the MOU and certification of compliance is complete.

Mayor Parham opened the floor for the Public Hearing to receive comments.

Hearing no one, Mayor Parham declared the Public Hearing closed.

Council Member Westbrook arrived.

Mayor Parham asked if upon approval it would be effective this election year. City Attorney

Williams responded that it could take up to 60 days or longer to get through the process with the Attorney General. That is why the Registrar wanted to expediate this matter and have a Special Meeting.

Vice Mayor Hill made a motion to adopt the Ordinance to Amend and Re-Adopt Section 46-92 of the City Code to Change the Polling Place for the First Ward to Lakemont Elementary as stated on pages 2-13. Council Member Westbrook seconded the motion.

There was no discussion on the motion by Council. The motion was approved on a roll call vote.

On a roll call vote, voting Yes: Cuthbert, Myers, Westbrook, Hill, and Parham; No: N/A; Abstain: n/a.

Mayor Parham recognized Mr. Bossie Bonner, Chair of the Petersburg Electoral Board. Mr. Bonner expressed his appreciation to Council. Mayor Parham recognized Dawn Wilmoth, Petersburg General Registrar/Director of Elections.

6. ADJOURNMENT

Vice Mayor Hill made a motion to adjourn. All members of the Council present voted in the affirmative. Meeting adjourned.

The City Council adjourned at 3:08 p.m.

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, July 1, 2025, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:30 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/348682>.

1. ROLL CALL

Present:

Council Member Charles Cuthbert
Council Member Howard Myers
Council Member Arnold Westbrook
Council Member Annette Smith-Lee
Vice Mayor Darrin Hill
Mayor Samuel Parham

Absent:

Council Member Marlow Jones (Late)

Present from City Administration:

City Manager John March Altman, Jr.
City Attorney Anthony Williams
City Clerk Tangi Hill

2. CLOSED SESSION

The purpose of this meeting is to convene in the closed session pursuant to:

- a. §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
- b. §2.2-3711(A)(29) of the Code of Virginia for the Purpose of Discussion Regarding the Subject of Award of a Public Contract Involving the Expenditure of Public Funds, and Discussion of the Terms or Scope of Such Contract, Where Discussion in an Open Session Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body; and
- c. §2.2-3711(A)(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 Actual or Probable Litigation and Specific Legal Matters Requiring the Provision of Legal Advice by the City Attorney, Specifically Including But Not Limited to Discussion Regarding Civil Action No.: 3:25-CV-405 and 3:25-CV-326 and Other Matters of Actual or Probable Litigation; and
- d. §2.2-3711(A)(1) of the Code of Virginia for the Purpose of Discussion Pertaining to Performance, Assignment, Salaries, and Appointment of Specific Public Officers, Employees, and Appointees of the City of Petersburg, Specifically Including But Not

Limited to Discussion of the Performance, Assignment, Salaries, and Appointment of a Specific Public Officers, Employees, and Appointees of the City of Petersburg

Vice Mayor Hill made a motion to enter into Closed Session for the purpose stated. 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, Myers, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; Abstain: N/A; Absent: Jones.

The Council entered Closed Session at 3:32 p.m.

Council Member Cuthbert arrived.

Council Member Jones arrived.

Council Member Myers departed.

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 Mr. Mayor."

Vice Mayor Hill made a motion to return the City Council to the open session and certify the purposes of the closed session. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on a roll call vote.

On a roll call vote, voting Yes: Cuthbert, Jones, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; Abstain: N/A; Absent: Myers.

2025-RES-034

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

The City Council returned to the open session at 5:06 p.m.

Mayor Parham entertained a motion to add to the board appointments to the agenda.

Vice Mayor Hill made a motion to add board appointments to the agenda. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved by a unanimous affirmative vote of all present.

Mayor Parham entertained a motion to appoint Michelle Murrills to the Architectural Review Board; recommending the re-appointment of Brenda Henderson and Thomas L. Carwile to the Board of Zoning Appeals; and the appointment of Tonya Brown and Wanda Taliaferro to the Community Development Block Grant Advisory Board.

Vice Mayor Hill made a motion to appoint Michelle Murrills to the Architectural Review Board; recommending the re-appointment of Brenda Henderson and Thomas L. Carwile to the Board of Zoning Appeals; and the appointment of Tonya Brown and Wanda Taliaferro to the Community Development Block Grant Advisory Board. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved on a roll call vote.

On a roll call vote, voting Yes: Cuthbert, Jones, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; Abstain: N/A; Absent: Myers.

3. ADJOURNMENT:

City Council adjourned at 5:07 p.m.

The Work Session meeting of the Petersburg City Council was held on Tuesday, July 1, 2025 at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:00 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/348732>

1. **ROLL CALL:**

Present:

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

Absent: W. Howard Myers, Councilor– Ward 5

Present from City Administration:

City Manager John “March” Altman, Jr.
City Attorney Anthony C. Williams
City Clerk Tangi R. Hill

2. **PRAYER:**

Vice Mayor Hill led the Council meeting in 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 present.

5. **PUBLIC COMMENTS**

Sarah Melissa Witiak, 22 Center Hill Court, stated that she was there to discuss the courthouse project. She said that this project benefited a select few judges, but it was unclear what the City's obligations were. She noted that there was a ruling requiring two courthouses, but no requirement for a judicial palace with private entrances for parking, but no plan for parking arrangements for those seeking justice. She reiterated that there was currently no plan for parking during the construction phase or afterwards. There has also been minimal information provided on the process of selecting a courthouse location and function, despite persistent efforts to obtain this information.

Dr. Witiak said that there was no public input allowed before a vendor was chosen from three bids; no posting of cost differences between building a structure that would hold two courts reasonably in the space proposed as required by the ruling, versus the current attempt to cram three courthouses and additional offices into office space that was so inappropriate that it oozed over Tabb Street and required a total height that exceeds that of the historic Hustings Courthouse and possibly Center Hill Mansion. The developers claimed to have a pedestrian plan to replace access between Adams and Sycamore, but she wanted to emphasize that this was not included in the courthouse plan, there was no dedicated funding for this pedestrian way, and it appeared to be merely a suggestion.

Dr. Witiak stated that pedestrians, residents, and businesses in Old Town had been left without parking. The City was working on a parking study, but there was no guarantee that the funds would be available

within the next two years. The historic Hustings Courthouse would be used for only one trial per year, leaving the circuit court to meet in the new judge's palace for the remaining 360 days. Citizens should be involved in developing the plan for their historic resources, not dictated to by judges. She asked if they really expected the City to dedicate the necessary funds to maintain an underused building such as the Hustings Courthouse when they could not even manage to keep the bell working.

Dr. Witiak said that the courthouse was located in the City's worst urban heat island, and the comp plan promised to strengthen tree buffers, screening, and repurpose unused buildings for community purposes, and page 198 of the comp plan mentioned solar panels on municipal buildings, but none were included in the courthouse plans. The City said that it would take steps to reduce heat island effects and maintain the tree canopy; however, the proposed buffer of five trees along Adams was pathetic and insufficient.

Dr. Witiak said that a significant buffer of large trees was needed to protect and build the tree canopy in the unhealthiest City in Virginia. She said that while the courthouse was designed to last 50 years, the true symbol of justice and wisdom was a grove of majestic oaks along Adams and around the courthouse that would outlast many times over this travesty of a building.

Nikki Harris, Owner of Cool Beanz Cafe, located on North Sycamore Street in Petersburg, Virginia, said that she had a lengthy message she wanted to share, but she had decided to keep it simple. As a business owner in the City, she knew that many of them felt unsupported, and it was a common issue. They were unable to get their buildings inspected, which was costing her an average of \$6,000 per day. She received 50 phone calls daily from people trying to purchase items from her coffee shop because they had five highway signs directing traffic to their location, but they were not actually open yet because they were waiting for Health Department inspections.

Ms. Harris said that she had also noticed that her neighbor to the left, 149 Wine Board, was facing the same issue with waiting for inspections to be completed. She said that she was unable to get inspected and was not contributing to the tax value base in Petersburg. This was not why she started her business; she did not open it to be a mere storefront. She felt deeply unsupported as a business owner in this City. She said that she had trusted the people, and she had given up her building to the Cordish Company last year, expecting some form of assistance. Unfortunately, she had received nothing. They had been delayed a year and everyone was still putting all their faith in the Cordish Company and Live casinos, which she believed would be great, but that was not the only thing going on in Petersburg.

Ms. Harris said that they needed help, support, and action. They did not need empty promises or lip service. They needed elected officials to take notice and be part of the solution. She urged the Council to come down and meet with their local business owners, to talk to them, and to understand their concerns. As a representative of this City, she expected more from them. She expected them to be a part of the solution, not just a spectator. This City had the potential to be amazing, with its proximity to major highways and its rich history. She emphasized that it was time for them to act like they were worth something.

Ms. Harris stated that she was tired of hearing about the negative aspects of their City. She had chosen to believe the local government was not corrupt; she had trusted that they would partner with her, but this was what many business owners in Petersburg were saying. However, nobody wanted to speak out because they were afraid of repercussions. They were afraid of what would happen to their business.

Ms. Harris stated that she was not from Petersburg, but she was proud to call it her home. She had lived there for 15 years, and she would not have invested her life into North Sycamore. Every month, her rent for that space was \$3,800, but she was unable to open her doors. She had been receiving calls from people who wanted to help, but there was nothing she could do. She said that she had tried using a trailer, but there was no ordinance that outlined what they needed to do. As a result, she had had to relocate four times, and one of those times the City sent a cop car down Commerce Street to close her

down.

Ms. Harris stated that she was selling coffee and hot dogs, with high school students from Petersburg High School working at her trailer that day, and they were excited about the opportunity. It was extremely alarming that the City felt that was a situation that warranted police sirens and a forced shutdown of her business. She asked Council how they thought that looked to their local businesspeople. She had trusted to be partners in their vision for business in Petersburg; she had given up her building for a year and supported Cordish's endeavor with everything she had.

Ms. Harris reiterated that she had \$3,800 to pay tomorrow, and she had received numerous phone calls today. She said that she was willing to share her phone registry, emails, and voicemails with them so Council could understand the situation. She said that she had five highway signs installed, with one of them set to go up on I-95 near Exit 52. She said that unfortunately, these signs would be directing traffic to a closed business. She asked if that sounded like a viable way to contribute to the tax base. She said that two people quit today because she could not guarantee them a job.

John Altman, City Manager, stated that he would follow up with Ms. Harris to get more information and look into how to resolve this issue.

Council Member Jones clarified that the City had done their inspections; the Health Department was a state agency and the City had no control over that. He agreed that it was inexcusable that their local food establishments were not being given timely inspections and Council would try to contact the Health Department about the issue. He stated that Council would resolve this issue.

Tim Thompson, 15 West Old Street, stated that he had lived in the City for a couple of years now. He had moved in with his son, Nick, and was initially thrilled about living in Old Town. He said that he wanted to discuss some ordinances that had no enforcement. He had noticed loud motorcycles and music from cars at night, as well as Andrade's down the street. He explained that because he lived in a 200-year old building, there were rules that prohibited him from replacing the windows or making other modifications to his house to dampen the noise.

Mr. Thompson said that as a result, he was experiencing sleep deprivation, and he had developed skin lesions. His doctors had advised him to take action and move. His neighbor downstairs had a young daughter, and he was concerned about the impact of the noise on her well-being. He was also worried about the impact on his own health, as he often went to work on only three to four hours of sleep. He noted that Andrade's closed down swiftly at 2:00 a.m. per the ABC license rule, but they did not adhere to the noise ordinance of the City.

Mr. Thompson said that in the spirit of Independence Day, which was approaching, and considering the colonists' complaint against the king, who refused to assent to or enforce the laws that were deemed good, he would like to review two of the City's specific prohibitions. The City aimed to protect its citizens from excessive noise, which was detrimental to life, health, and the enjoyment of property. Specifically, it was unlawful for any person to use, operate, or play musical instruments or devices between 11:00 p.m. and 7:00 a.m. inside a residential dwelling.

Mr. Thompson stated that additionally, it was unlawful for any person to operate, install, have, or permit loudspeakers or other sound-producing devices on the outside of any business establishment, which could emit music, noise, or voice in a manner that was heard on public sidewalks or streets. He said that this issue extended beyond music, as it also involved yelling and other loud disturbances, which went on for four hours a night, four nights a week, and later escalated to people yelling in the street, was particularly concerning. He had brought this to the attention of the Code Office, who had referred him to the Police, and the Police told him to speak with City Council. He would appreciate Council's assistance in resolving this matter.

Barb Rudolph, 1675 Mount Vernon Street, agreed with Ms. Harris that she was speaking for a lot of

people who felt they could not speak up for fear of repercussions. She asked that Council bear that in mind; it was a deeper problem than just what she had experienced, although what she had gone through sounded unforgivable. She added that it was not only the Health Department's responsibility. She stated that the City's process of addressing problems seemed to be that they prioritized whatever issue rose to the forefront, such as if a citizen came in person and complained to Council about it. She noticed that it seemed that Council was going to jump to remedy Ms. Harris's issue as soon as they learned of it, and although the problem certainly needed to be resolved, it did not address the bigger picture of how they would ensure the City was operating smoothly in the future.

Ms. Rudolph said that this related to the meeting last night about the new courthouse. She believed Dr. Witiak had expressed some important concerns about the project. She noted that there were many different components to this project, and it seemed like every study was being done by a different consultant and she was wondering who was responsible for coordinating all of it. She requested Council hold more public meetings so the public could discuss the many different things happening in the City. She believed the public was starved for information and it was difficult to see how all of this was connected.

6. APPROVAL OF CONSENT AGENDA (TO INCLUDE MINUTES OF PREVIOUS MEETINGS)

a. Minutes of Previous Meetings

- June 3, 2025 Special Meeting Minutes
- June 3, 2025 Closed Session Minutes
- June 17, 2025 Closed Session Minutes
- June 26, 2025 Special Meeting Closed Session Minutes

b. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Subdivision Ordinance of the City of Petersburg for the Purpose of Updating the City's Subdivision Regulations and Bringing the Ordinance into Compliance with the Code of Virginia

c. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

d. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 General Fund

e. First Read and Schedule a Public Hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board Regarding 605 West Washington Street in the Folly Castle Historic District. The Architectural Review Board Determined that the Vinyl Windows and Vinyl Siding Installed Without an Approved Certificate of Appropriateness Should be Removed and that the Decorative Corbels Removed Without an Approved Certificate of Appropriateness Should be Restored; the Applicant is Requesting the Decision be Overturned in its Entirety

f. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street, Located in Petersburg, VA

g. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA

- h. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA
- i. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10. N. Foley Street and 340 Mistletoe Street, Located in Petersburg, VA
- j. First Reading and schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute a Deed of Easement Between the City of Petersburg and Virginia Electric and Power Company to Install a Transformer and Associated Underground Conduits and Cables for the Poor Creek Pumping Station Project on City Property Located at 960 Winfield Road

Vice Mayor Hill made a motion to adopt the consent agenda as presented. Council Member Westbrook seconded the motion.

On a roll call vote, voting Yes: Cuthbert, Jones, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; Abstain: N/A; Absent: Myers.

7. SPECIAL REPORTS

There was no report.

8. MONTHLY REPORTS

There was no report.

9. FINANCE AND BUDGET REPORT

There was no report.

10. CAPITAL PROJECTS UPDATE

There was no report.

11. UTILITIES

a. July 2025 Presentation

City Manager Altman stated that July 2025 Utilities Presentation was included in the Board's packet. He explained that Mr. Byerly was on vacation and Mr. Copple was unavailable, so he would ask that if Council had any questions to please send them to him and he would answer them.

Council Member Jones stated that he was disappointed that neither Mr. Byerly nor Mr. Copple had delegated this presentation to one of their staff members. It was important for there to be an established chain of command for all their staff and to provide opportunities for leadership.

Vice Mayor Hill requested the City Manager organize a meeting between their local business owners and their department staff responsible for inspections and permits.

Mayor Parham stated that it was inexcusable for the Health Department's slow pace of performing inspections to result in businesses being unable to open, which ultimately led to the business owners and City losing money.

Council Member Jones stated that he would be contacting state officials to try and speed up the inspection process. He expressed deep concern that so many businesses in Petersburg were affected by this specific issue that the City did not control.

Council Member Smith-Lee expressed concern that inspections by the Health Department were the stalling point for all of these businesses. She did not understand why the Health Department would not let the City know if there was an issue.

12. STREETS

There was no report.

13. FACILITIES

There was no report.

14. ECONOMIC DEVELOPMENT

There was no report.

15. CITY MANAGER'S AGENDA

John Altman, City Manager, thanked the citizens who attended the courthouse meeting last night. He stated that he would be going to the Architectural Review Board (ARB) meeting for the architectural design of the courthouse. He hoped to see everyone on Thursday night at their fireworks show. He wished everyone a happy and safe Fourth of July Holiday.

16. BUSINESS OR REPORTS FROM THE CLERK

Tangi Hill, City Clerk, wished everyone a safe and happy Fourth of July.

17. BUSINESS OR REPORTS FROM THE CITY ATTORNEY

Anthony Williams, City Attorney, stated that he had nothing to report this evening.

18. ADJOURNMENT

Vice Mayor Hill made a motion to adjourn. All members of the Council present voted in the affirmative. Meeting adjourned.

The City Council adjourned at 5:54 p.m.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025
TO: The Honorable Mayor and Members of City Council
THROUGH: Garry Cozier - Budget Manager
FROM: Petersburg Sheriff's Office
RE: A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

PURPOSE: A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

REASON: The Sheriff's Office has received a grant from the VA DCJS in the amount of \$21,800.

RECOMMENDATION: Staff recommends approval of the ordinance.

BACKGROUND: The Sheriff's Office has received a grant from the VA Department of Criminal Justice Services (DCJS) in the amount of \$21,800.

COST TO CITY: \$21,800

BUDGETED ITEM: Grant

REVENUE TO CITY: \$21,800

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Petersburg Sheriff's Office

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Grant Ordinance - FY26 First Responder Wellness Grant
2. Petersburg, City 550194

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR THE GRANTS FUND

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

- I. That appropriations for the fiscal year commencing July 1, 2025, in the Grants Fund, are made for the following resources and revenues of the City, for the fiscal year ending June 30, 2026.

Previously adopted Revenues **\$0.00**

ADD:

FY26 First Responder Wellness Gant (550194)

Total Revenue **\$21,800**

- II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2025, and ending June 30, 2026, the following sums for the purposes mentioned:

Previously adopted Expenditures **\$0.00**

ADD:

FY26 First Responder Wellness Gant (550194)

Total Expense **\$21,800**



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

June 11, 2025

Mr. John Altman
City Manager
135 North Union Street
Petersburg, Virginia 23803

RE: 547066-FY26 Office of First Responder Wellness Grant Program

Dear Mr. John Altman:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **550194** and was approved for a total award of **\$21,800**, funded through Award Number **2026-OFRW-GRANT**. The project period is **7/1/2025** through **6/30/2026**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov>. Additionally, if you cannot access your grant in OGMS, your application may be under negotiation. Please check your email and/or spam for OGMS correspondence and follow up with your DCJS Grant Monitor.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here www.dcjs.virginia.gov/grants/ogms-training-resources along with other resources and training videos. All registrants will be approved within 3–5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Phyllis Vaughan** at **804-340-9754** or via email at phyllis.vaughan@dcjs.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson H. Miller".

Jackson Miller
Director

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

547066-FY26 Office of First Responder Wellness Grant Program

Subgrantee: Petersburg, City
DCJS Grant Number: 550194
Grant Start Date: 7/1/2025
Grant End Date: 6/30/2026

Indirect Cost Rate: _____% ***If applicable**

State General Funds: **\$21,800**
State Special Funds: **\$ 0**
Local Match: **\$ 0**

Total Budget: **\$21,800**

Project Director	Project Administrator	Finance Officer
Lt. Christopher Bailey Lieutenant 8 Courthouse Avenue Petersburg, Virginia 23803 804-733-2369 clbailey@petersburg-va.org	Mr. John Altman City Manager 135 North Union Street Petersburg, Virginia 23803 804-733-2301 maltman@petersburg-va.org	Mr. Leon Glaster Chief Financial Officer 144 North Sycamore Street Petersburg, Virginia 23803 510-862-8842 lglaster@petersburg-va.org

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025
TO: The Honorable Mayor and Members of City Council
THROUGH: Garry Cozier - Budget Manager
FROM: March Altman, Jr.
RE: A Public Hearing for Consideration of an Amendment to the FY26 General Fund

PURPOSE: A Public Hearing for Consideration of an Amendment to the FY26 General Fund

REASON: A Public Hearing for Consideration of an Amendment to the FY26 General Fund

RECOMMENDATION: Staff recommends approval of the ordinance.

BACKGROUND: The General Fund needs to be amended to allow for the appropriation of several projects from the unassigned fund balance as follows: \$2,000,000 Class & Comp Study Implementation, \$1,000,000 City Beautification Project, \$197,000 Broadband Feasibility Project, \$70,000 Pharma Feasibility Project, \$90,000 & Parking Study.

COST TO CITY: COST TO CITY: \$3,357,000

BUDGETED ITEM: No

CITY COUNCIL HEARING DATE: 7/15/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Ordinance - FY26 Amendment

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING
APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND
ENDING JUNE 30, 2026, FOR THE GENERAL FUND**

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

- I. That appropriations for the fiscal year commencing July 1, 2024, in the General Fund, are made for the following resources and revenues of the City, for the fiscal year ending June 30, 2026.

Previously adopted Revenues	\$106,947,573
ADD:	
Draw From Fund Balance	\$3,357,000
Total Revenue	\$110,304,573

- II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2025, and ending June 30, 2026, the following sums for the purposes mentioned:

Previously adopted Expenditures	\$106,947,573
ADD:	
Class & Comp Study	\$2,000,000
\$City Beautification	\$1,000,000
Broadband Feasibility Study	\$197,000
Parking Study	\$90,000
Pharma Feasibility	\$70,000
Total Expense	\$110,304,573



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Public Hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board Regarding 605 West Washington Street in the Folly Castle Historic District. The Architectural Review Board Determined that the Vinyl Windows and Vinyl Siding Installed Without an Approved Certificate of Appropriateness Should be Removed and that the Decorative Corbels Removed Without an Approved Certificate of Appropriateness Should be Restored; the Applicant is Requesting the Decision be Overturned in its Entirety**

PURPOSE: For Antwan Harris to appeal a decision made by the Architectural Review Board requiring him to remove the vinyl windows and vinyl siding installed without an approved Certificate of Appropriateness and to restore the decorative corbels removed without an approved Certificate of Appropriateness. The applicant is seeking the Board's decision be overturned in full.

REASON: For the applicant, Antwan Harris, to have an appeal hearing for an Architectural Review Board decision.

RECOMMENDATION:

BACKGROUND: On May 14, 2025, Antwan Harris went before the Architectural Review Board for retroactive approval of work that had been completed including the installation of vinyl windows and vinyl siding and the removal of decorative corbels under the roof eaves. The Board determined the work was not in accordance with the Historic District Guidelines and denied the request, stating the windows and siding should be removed and the corbels be restored.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 1. 605 Washington Appeal
2. 2. Denial Letter
3. 3. Request to appeal
4. 605 West Washington Staff Report

CITY COUNCIL JULY 2025

Public hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board that Unapproved Vinyl Windows and Siding Should be Removed and Decorative Corbels Should be Restored at 605 W Washington Street in the Folly Castle Historic District— the Applicant Wishes to Keep the Changes as-is.



REQUEST BEFORE COUNCIL

- Determine if the decision of the Architectural Review Board (ARB) should be overturned allowing the previously unapproved work to remain or upheld requiring the applicant to replace the vinyl windows with the originals, take off the vinyl siding, and return the decorative corbels to the exterior.



LOCATION – 605 W WASHINGTON

BACKGROUND

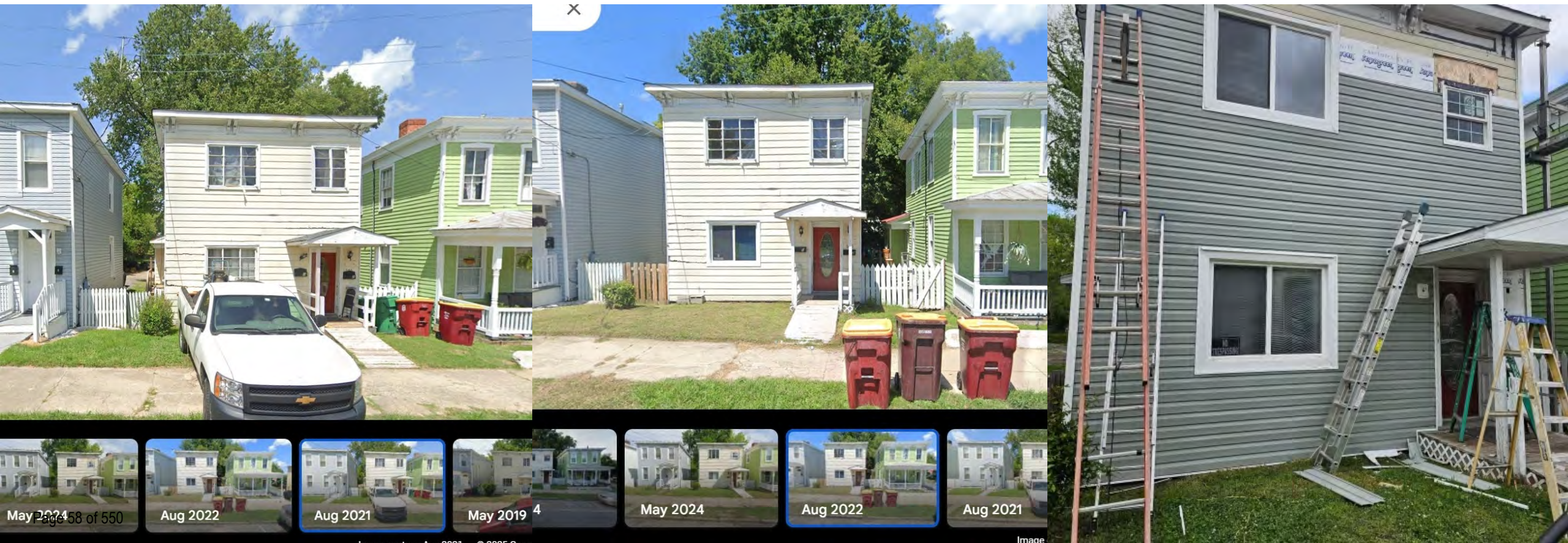
- Late April, 2025 – Architectural Review Board Chair (ARB) became aware of ongoing work on home occurring over the weekend and spoke with contractor on site to make them aware of need for approval; work was completed despite the warning. Subsequently, staff made the owner aware that the property was in violation of the Zoning Ordinance unless a Certificate of Appropriateness (COA) was issued for the work.
- On May 5th, 2025, a COA application for retroactive approval of the new vinyl windows and vinyl siding and the removal of the corbels was submitted for consideration of the Architectural Review Board.
- On May 14, 2025 The request was heard and denied by the ARB, who determined the changes to the exterior do not abide by what the Historic District Design Guidelines.
- The applicant requests the ARB's decision be overturned in full, allowing the home to remain as is with vinyl windows and vinyl siding and without the decorative corbels.



CURRENT
FRONT
ELEVATION
PHOTO

ORIGINAL ELEVATION AND RENOVATIONS

(Applicant has owned the building since 2021)



REASON FOR DENIAL

- The Historic District Design Guidelines – Chapter 4. Rehabilitation of Building Elements/Features notes:

Retain original windows and historically significant examples including glass and hardware, when possible. The first growth wood, from which many original older windows are fabricated, has more dense growth rings that provide for better resistance to water and insect damage.

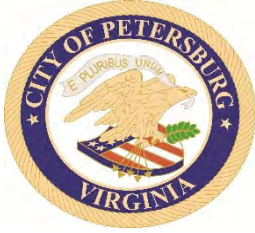
Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, glass, muntins, sills, heads, moldings, surrounds, shutters, and blinds.

CONT.

- *Retain all elements, materials, and features that are original to the building, are historically significant, or are sensitive remodelings.*
- *Repair as many original elements as possible, particularly the materials, windows, decorative details and cornice.*
- *Retain wood as the dominant framing, cladding and decorative material for Petersburg's historic buildings.*
- *Use new wood, epoxy consolidates or fillers to patch, piece or consolidate parts.*
- *Match existing materials and details.*

SAMPLE MOTION

- I Move that We **AFFIRM/REVERSE/MODIFY** the Decision Made by the Architectural Review Board Regarding 605 W Washington Street in the Folley Castle Historic District that Determined the Windows and Vinyl Siding should be Removed and Replaced to the Originals. The Decorative Elements should be Placed back on the Exterior.
- IF OVERTURNED/MODIFIED: **provide a reason**
- IF UPHELD: due to the request conflicting with the Petersburg Historic Districts' Guidelines.



City of Petersburg

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

Soren Granger
Preservation Planner
804-933-1436
sgranger@petersburg-va.org

Antwan Harris
605 W Washington St
Petersburg, VA 23803

RE: Certificate of Appropriateness (COA) Application for 605 W Washington St – Folley Castle Historic District

Mr. Harris,

Thank you for your application for a Certificate of Appropriateness for 605 W Washington Street, located in the Folley Castle Historic District. Your request was reviewed and denied at our May meeting—Wednesday, May 14th, 2024. The Architectural Review Board (ARB) found the application for vinyl windows and vinyl siding to not comply with the Design Guidelines (Chapter 4).

Either you replace the vinyl windows with the original windows, take off the vinyl siding in the front, and replace the decorative corbels or go before City Council. You may appeal this decision to City Council as authorized in the Zoning Ordinance Article 35, Section 13, which states:

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

any historic landmarks, building or structure. The council shall conduct a full and impartial public hearing on the matter before rendering a decision. The same standards and considerations aforesaid in this article shall be applied by the council as are established for the architectural review board. By majority of those members present and voting, the council may affirm, reverse or modify the decision of the board, in whole or in part. The decision, subject to section 14 of this article, shall be final. If approved, a certificate of appropriateness shall be signed and issued by the clerk of council, and processed in the same manner as if it had been approved by the architectural review board.”

Failure to appeal the decision within 30 days will result in ratification of the Board’s decision.

Should you have questions or concerns, please feel free to contact this office at (804) 933 – 1436 or via email at sgranger@petersburg-va.org.

Respectfully,

Soren Granger
Secretary to the ARB

June 1, 2025

Antwan Harris

605 W. Washington St.

Petersburg, Va. 23803

To whom it may concern:

My name is Antwan Harris. Owner of 605 W Washington St. Petersburg, Va. 23803. I am writing to appeal the decision made May 14th, 2025 regarding my application for a Certificate of Appropriateness. I am requesting a hearing before city council in relation to the matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Antwan Harris".

Antwan Harris

Antwanh82@gmail.com



j. 605 W Washington

Historic District: Folley Castle

Review Date: May 14th, 2025

Tax Parcel #: 023100010

Applicant: Antwan Harris

City of Petersburg
Architectural Review Board
Staff Report

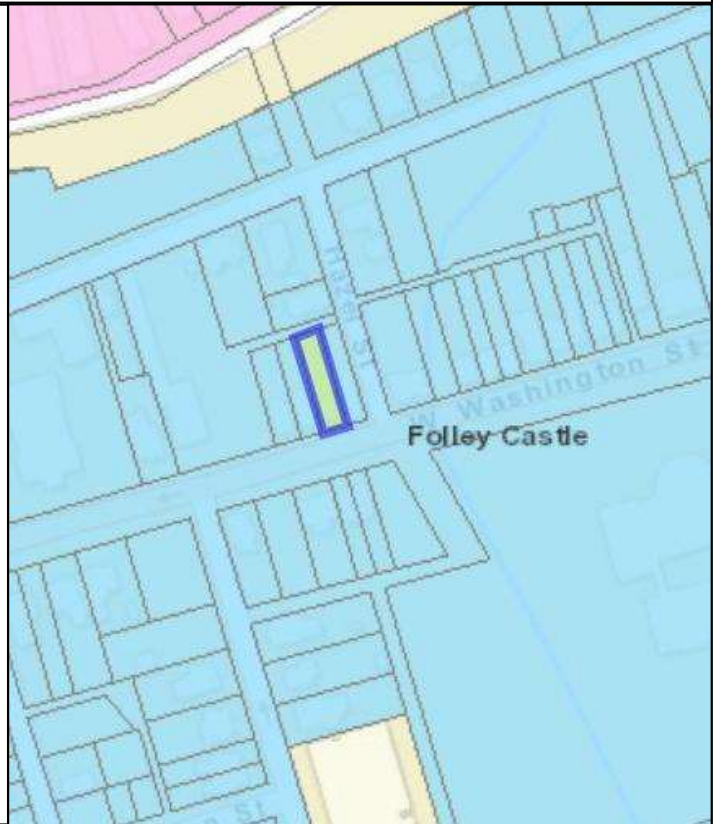


Project Description: Renovation

Applicant proposal:

- Applicant has taken off the decorative elements of the exterior
- Vinyl siding has been placed over wood exterior
- Original windows have been replaced and the one above the door has been resized to be smaller

Attachments: Application, pictures



Staff Recommendation:

Renovation: Denial based on Design Guidelines Chapter 4

The applicant will need to take off the vinyl siding; restore the one window back to its original size. The top floor window was an original 12 pane window that needs to be put back in. The owner reached out before this could be a violation, but this will need to be resolved quickly. The ARB can discuss alternative methods with the owner if desired. If the wood siding needs repair, it should be, and if rotten can be replaced with new wood siding.

Note: In between 2021 and 2022, the original bottom window was replaced with a vinyl one that is seen today.



City of Petersburg - Architectural Review Board
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (COA)

Address: 605 W Washington St.
Historic District: _____

☐ Application for COA ☐ Application for Historic Building Plaque ☐ Application for Discussion

Applicant: Antwan Harris E-Mail: Antwanh82@gmail
Address: 302 Colonel Dr. 23075 Phone: (804) 502-4755

Owner: _____ E-Mail: _____
Address: _____ Phone: _____

Firm/Contractor Preparing Plans: _____ E-Mail: _____
Address: _____ Phone: _____

Firm/Contractor to Perform Work: Ronnie Jenkins E-Mail: _____
Address: _____ Phone: (804) 739-8207

Type of Project:
☒ Residential
☐ Commercial

Category:
☒ Repair
☐ Renovation, Restoration
☐ Change in materials
☐ Approval of paint colors
☐ Fencing
☐ Signage

☐ Addition
☐ Driveway, sidewalk, parking lots
☐ New construction
☐ Demolition
☐ Plaque
☐ Other:

Project Description (attached additional sheets as needed):

Please provide as much information as possible. The Architectural Review Board may deny or table requests that lack sufficient information for review and if you or your representative are not present. Please see Application Guidance and the Historic District Design Guidelines for additional information. The Historic District Guidelines are available for \$25 in the Planning Department.

[Signature]
Applicant's Signature

4/20/2025
Date

FOR OFFICE USE		<u>Folly Castle</u>
Date received: <u>5/1/2025</u>	Agenda date: _____	
Tax Parcel: <u>023100010</u>	Zoning: <u>R-3</u>	
Additional permits needed from planning: _____		

***A complete application must be received at least 15 days prior to a regular Architectural Review Board meeting to be heard at that meeting.**











4



May 2024



Aug 2022



Aug 2021

Image



May 2019



Aug 2021



Aug 2022



May 2024



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Subdivision Ordinance of the City of Petersburg for the Purpose of Updating the City's Subdivision Regulations and Bringing the Ordinance into Compliance with the Code of Virginia**

PURPOSE: To update subdivision regulations to comply with State Code

REASON: The City's Subdivision Ordinance has not been updated since 1981 and is out of compliance with current laws as well as recently adopted changes in the Code of Virginia. A text amendment is proposed to bring the Subdivision Ordinance up to date and into compliance with State Code with changes including updates to definitions, platting requirements, review processes, fees, and timelines.

RECOMMENDATION: Approval as drafted

BACKGROUND: Below is a general timeline of events for this text amendment:

1. 1981 – City's Subdivision Ordinance adopted
2. March, 2025 – Virginia Governor signed HB2660 and SB974 which shorten timeframes for subdivision reviews and requires that reviews be completed administratively.
3. May 1, 2025 – Planning staff presented overview of proposed text amendment to Planning Commission and were directed to bring the case for public hearing in June.
4. July 1, 2025 – Changes from HB2660 and SB974 come into effect.
5. June 5, 2025 – Planning Commission recommend approval of the proposed amendment as drafted in a 6 (aye) and 0 (nay) vote.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 1. 25-ZTA-04 Memo
2. 2. Subdivision Ordinance PPT
3. 3. Ordinance 25-ZTA-04
4. 4. Draft Subdivision Regs
5. 5. HB2660
6. 6. SB974



City of Petersburg

Department of Planning and Community Development

135 N Union St, Room 304

Petersburg, VA 23803

(804) 733-2308

MEMORANDUM

DATE: July 2025

TO: Mayor and City Council

FROM: Planning and Community Development on behalf of the Planning Commission

RE: 2025-ZTA-04: Consideration of a resolution recommending approval of an amendment to the Subdivision Ordinance of the City of Petersburg for the purpose of updating the city's subdivision regulations and bringing the ordinance into compliance with the Code of Virginia.

EXECUTIVE SUMMARY:

The City's Subdivision Ordinance has not been updated since its adoption in 1981 and is out of compliance with current laws as well as recently adopted changes in the Code of Virginia. A text amendment is proposed to bring the Subdivision Ordinance up to date and into compliance with State Code with changes including updates to definitions, platting requirements, and review processes, fees and timelines.

CHRONOLOGY OF EVENTS:

1. 1981 – City's Subdivision Ordinance adopted
2. March, 2025 – Virginia Governor signed HB2660 and SB974 which shorten timeframes for subdivision reviews and requires that reviews be completed administratively.
3. May 1, 2025 – Planning staff presented overview of proposed text amendment to Planning Commission and were directed to bring the case for public hearing in June.
4. June 5, 2025 – Planning Commission recommend approval of the proposed amendment as drafted in a 6 (aye) and 0 (nay) vote.
5. July 1, 2025 – Changes from HB2660 and SB974 come into effect.

BACKGROUND:

Existing Ordinance

The City's Subdivision Ordinance provides the regulations that govern the division or reconfiguration of land in the city for development purposes. The City's current ordinance was adopted in 1981 and needs to be updated for several reasons. Certain sections of the ordinance do not comply with State Code regulations and many of the provisions on processes for review are unclear or outdated. There is also a lack of clarity and depth compared to the number and variety of items that are subject to the ordinance.

Examples of issues and challenges with the existing ordinance include:

- There are currently only two definitions including in the ordinance; one for "street" and one for "subdivision." The ordinance is missing helpful definitions that distinguish between types of subdivisions as well as terms that help clarify the subdivision process such as "plat" and "subdivision agent."
- The ordinance does not specify the process for adjusting a property line or combining multiple properties into one, which are the most common types of requests.
- The process for reviewing a proposed subdivision is the same regardless of its scale; a minor subdivision with only a few lots must follow all of the same steps as a larger subdivision that includes many lots as well as new streets or utilities.
- The ordinance requires preliminary plats for **all** subdivisions, regardless of size. These plans show proposed lots, streets, and utilities and State Code only allows localities to provide them for subdivisions with more than 50 lots.
- Review fees for subdivision plats have not been updated and do not reflect the appropriate cost for the time and level of review needed.

In addition to these existing issues, the Subdivision Ordinance is also affected by two recently adopted amendments to the Code of Virginia (see attachments) which come into effect on July 1, 2025:

- 1) A requirement that all subdivision plat reviews be completed by an administrative agent; the city's ordinance currently requires most subdivisions to be approved by the Planning Commission. Additionally, there's a requirement that any plats that are denied will now have to be appealed to the circuit court rather than local governing bodies which is what the ordinance currently calls for.
- 2) A reduction in the timeframes allowed for review of plats; the shortened timeframe would not match what's currently specified in the ordinance.

As a Dillon Rule State, localities in Virginia must follow the provisions set at the State level. Once the two amendments take effect July 1, the city's ordinance will be further out of compliance with State Code.

Proposed Changes

The proposed text amendment is intended to update the Subdivision Ordinance and address the issues outlined above in the following ways:

- New definitions have been added to define the different types of subdivisions and the processes, roles, and tools for subdivision approval.
- Review processes are more clearly defined. The draft ordinance distinguishes between minor subdivisions and major subdivisions and specifies what's required for each. Additionally, the process for lot consolidations and boundary line adjustments is defined.
- The requirements for appealing a denied subdivision are updated to match State Code.
- Outdated titles, requirements, or references throughout the ordinance are updated to reflect current practices and comply with State Code.
- The ordinance specifies that preliminary plats are only mandatory for subdivisions of more than 50 lots and are optional for subdivisions of fewer lots.
- Plat review fees are updated to better reflect the time and level of review with different costs for preliminary plats, major subdivision plats, and minor subdivision plats.
- An administrative "subdivision agent" is defined and referenced throughout the ordinance to specify the agent's responsibility for subdivision review in accordance with State Code.
- The timeframes for plat review are tied to State Code through direct references to bring the ordinance into compliance and ensure any future changes will automatically take effect.

COMPREHENSIVE PLAN CONSIDERATIONS:

While the Subdivision Ordinance is focused on current land use rather than future land use, the PetersburgNEXT Comprehensive Plan is supportive of reviews and updates of the ordinance.

The Comprehensive Plan states the Subdivision Ordinance is a "regulatory tool by which the Future Land Use Map and Framework are implemented" and notes reviewing the ordinance is critical for ensuring the goals and strategies of the plan can be implemented.

CITY COUNCIL
MEETING

JULY, 2025



2025-ZTA-04:

Consideration of an ordinance to approve an amendment to the Subdivision Ordinance of the City of Petersburg for the purpose of updating the city's subdivision regulations and bringing the ordinance into compliance with the Code of Virginia

Background

- Subdivision Ordinance: Regulations that govern the division or reconfiguration of land for development purposes; subdivisions are approved through plats that are reviewed either administratively or by Planning Commission
- City's current ordinance adopted in 1981; now outdated and not compliant with State code
- Recent laws passed by State will become effective July 1, 2025 and ordinance should be updated accordingly
- Planning Commission voted 6-0 to recommend approval of text as drafted on June 5, 2025

Existing issues

- Ordinance currently has two definitions; clarity is needed to capture the breadth of items that fall under subdivision regulations
- Ordinance currently requires preliminary plat for all subdivisions; localities are only able to require preliminary plats for subdivisions of over 50 lots
- The ordinance does not distinguish between major and minor subdivisions; a single large parcel split into three is subject to the same in-depth reviews and processes as a large subdivision with many lots, utilities, streets, etc.
- The fees attached to subdivision reviews are outdated and do not reflect the appropriate time or level of review
- The ordinance does not have provisions for other reconfigurations of land such as boundary line adjustments or lot consolidations

State-Mandated Changes

- S.B. 974 - All plats must be reviewed by administrative agent; localities cannot require plats to go to Planning Commission or City Council. Appeals will go to Circuit Court rather than local governing body.
- H.B. 2660 - Review deadlines for plat will be shortened from 60 to 40 days for first submissions and from 45 to 30 days for resubmissions

Proposed Updates - Definitions

- Subdivision Agent - The representative of the City who has been appointed by the City Manager to serve as the agent in administering the regulations of the subdivision ordinance herein
- Plat - A map or plan of a tract or parcel of land which is to be, or has been, subdivided
- Preliminary Plat - A tentative plan showing proposed streets, lot layouts, existing and proposed buildings, water and sewer connections and other proposed improvements

Proposed Updates - Definitions

- Minor subdivision - Any subdivision containing not more than nine (9) lots including the remnant; which fronts on an existing street; does not involve any new road, the extension or installation of public facilities, or the creation of any public improvements. For the purposes of these regulations, the adjustment or vacation of boundary lines of any parcel shall be considered a minor subdivision
- Major subdivision - Any subdivision not classified as a minor subdivision, including but not limited to a subdivision of ten (10) or more lots including the remnant, or any size subdivision requiring any new street or extension of or installation of public facilities or the creation of any public improvements

Proposed Updates – Plat/Plan Requirements

- Preliminary plan will be required for subdivisions of more than 50 lots, optional for other subdivisions
- Major subdivisions will require approved site plan prior to approval of final subdivision plat
- Minor subdivisions, boundary line adjustments, and lot consolidations will require approval of final subdivision plat

Proposed Updates – Review Processes

- All reviews will be completed administratively by subdivision agent and other city/state departments as applicable
- If a plat/plan is denied, applicant can appeal to Circuit Court
- Timeframes for review will directly reference State Code so that any future amendments automatically take effect
- Review fees will be updated and vary depending on subdivision type:
 - Preliminary Plat - \$250 plus \$10 per lot exclusive of original parcel
 - Final Plat for Major Subdivision - \$150 plus \$10 per lot exclusive of original parcel
 - Final Plat for Minor Subdivision - \$150

Comprehensive Plan Considerations

- Subdivision Ordinance is “regulatory tool by which the Future Land Use Map and Framework are implemented”
- It’s critical that the ordinance is reviewed and updated regularly to meet current and future goals

Sample Motion

I move that we APPROVE/DENY/AMEND an amendment to the Subdivision Ordinance of the City of Petersburg for the purpose of updating the subdivision regulations and bringing the ordinance into compliance with State Code.

IF DENIED: state the reason why.

IF AMENDED: with the following amendment...

AN ORDINANCE TO AMEND AND READOPT APPENDIX A – SUBDIVISIONS, AS SET FORTH IN THE CODE OF THE CITY OF PETERSBURG FOR THE PURPOSE OF UPDATING THE CITY’S SUBDIVISION REGULATIONS AND BRINGING THE ORDINANCE INTO COMPLIANCE WITH THE CODE OF VIRGINIA

WHEREAS, the Code of the City of Petersburg includes Appendix A – Subdivisions, also known as the Subdivision Ordinance, which governs the division of reconfiguration of land in the city for purpose of development; and

WHEREAS, the existing Subdivision Ordinance has not been updated since 1981 and contains several outdated requirements which do not comply with the Code of Virginia and is limited in scope compared to the number and variety of subdivision requests the City receives; and

WHEREAS, the Virginia Assembly recently passed legislation amending requirements for subdivision review processes and plat review timelines for local governments in the state and these amendments will come into effect July 1, 2025; and

WHEREAS, when the aforementioned amendments come into effect, the Subdivision Ordinance will become further out of compliance with the Code of Virginia; and

WHEREAS, the PetersburgNEXT Comprehensive Plan supports regular review and update of the Subdivision Ordinance which is described a regulatory tool by which the Future Land Use Map and Framework are implemented and critical for ensuring the goals and strategies of plan can be implemented; and

WHEREAS, on June 5, 2025 the Planning Commission recommended approval of the proposed amendment of the Subdivision Ordinance as drafted; and

WHEREAS, pursuant to the requirements of Titles 15.2-2204, 15.2-2253, and 15.2-2285 of the Code of Virginia, as amended, a public hearing was advertised and held, in accordance with applicable laws.

NOW THEREFORE BE IT ORDIANED that the City Council does hereby approve an ordinance amending and readopting Appendix A- Subdivisions, as set forth in the Code of the City of Petersburg as indicated in exhibit A.

APPENDIX A SUBDIVISIONS

ARTICLE I. IN GENERAL

Sec. 33-1. Definitions.

For the purposes of this chapter the following words and phrases shall have the meaning respectively ascribed to them by this section:

Plat: A map or plan of a tract or parcel of land which is to be, or has been, subdivided.

Plat, Preliminary: A tentative plan showing proposed streets, lot layouts, existing and proposed buildings, water and sewer connections and other proposed improvements.

Street: A vehicular way (which may also serve, in part, as a way for pedestrian traffic) whether called street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, alley, mall or otherwise designated.

- (1) Arterial or major streets or highways are used by or designated primarily for fast or heavy traffic, and for the purpose of this chapter shall be considered to be as shown in any comprehensive plan or element thereof designating such arterial or major streets or highways officially adopted by the city council.
- (2) Collector streets are used primarily to carry traffic from minor streets to arterial or major streets or highways.
- (3) Minor streets are used primarily for access to abutting properties and include marginal access streets, which are generally parallel and adjacent to arterial streets or highways, serve abutting properties and provide protection from friction with through traffic.
- (4) Marginal access streets are used to separate local traffic from through traffic on an adjacent thoroughfare and to provide controlled ingress to and egress from through traffic.
- (5) Alleys are minor ways used primarily for vehicular access to the rear or side of properties otherwise abutting a street.
- (6) Half-width streets are streets which have their center line along a property line.

Subdivision: The word "subdivision" shall be taken to mean a division of a lot, tract or parcel of land into three (3) or more lots or other subdivisions of land, for the purpose, whether immediate or future, of transfer of ownership or building development, including all changes in street or lot lines, and including any parcel previously separated by the then owner of such tract for such purpose subsequent to the adoption, of this chapter. Division of land in parcels of two (2) acres or more not involving any new street or easement of access shall be exempt. The division of any tract, parcel or lot of land into two (2) or more parts by plat or replat.

Subdivision Agent: The representative of the City who has been appointed by the City Manager to serve as the agent in administering the regulations of the subdivision ordinance herein. Unless otherwise acted upon by the City Manager, the Director of the Department of Planning and Community Development or his or her designee shall serve as the subdivision agent until such time as the Manager may designate the subdivision agent.

Subdivision, Major: Any subdivision not classified as a minor subdivision, including but not limited to a subdivision of ten (10) or more lots including the remnant, or any size subdivision requiring any new street or extension of or installation of public facilities or the creation of any public improvements.

Subdivision, Minor: Any subdivision containing not more than nine (9) lots including the remnant; which fronts on an existing street; does not involve any new road, the extension or installation of public facilities, or the

creation of any public improvements. For the purposes of these regulations, the adjustment or vacation of boundary lines of any parcel shall be considered a minor subdivision.

The term "to subdivide" shall not include a bona fide division or partition of agricultural land for agricultural purposes or for the building site for members of the immediate family owning any such agricultural land.

The agent, with the approval of the planning commission, may however, permit the separation of one parcel from a tract of land, if:

- (1) It is not in conflict with the general meaning and purpose of this chapter;
- (2) No new streets are required to serve the parcel;
- (3) The smaller of the two (2) subsequent parcels is at least one acre of area; and
- (4) It has not less than one hundred fifty (150) feet of road frontage.

Sec. 33-2. Penalty for violation of chapter.

Any violation of the provisions of this chapter shall be punishable by a fine of not more than one hundred dollars (\$100.00) for each lot or parcel of land subdivided, transferred or sold without compliance with the terms hereof; and the description of such lot or parcel by metes and bounds in the instruments of transfer or other documents used in the process of selling or transferring shall not exempt the transaction from such penalties or from other lawful remedies.

Sec. 33-3. Appeals from decisions or orders of administrative officers under chapter.

Where it is alleged that there is an error in any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this chapter, the owner or subdivider or agent may appeal to the circuit court of the city as prescribed by law. In the case of design standards and general procedural matters, the appeal shall be to the city council.

Sec. 33-4. Vacation, relocation of boundary lines.

The boundary lines of any lot or parcel of land may be vacated, relocated or otherwise altered as a part of an otherwise valid and properly recorded plat of subdivision or resubdivision (1) approved as provided in Sec. 33-24 of this subdivision ordinance, or (2) properly recorded prior to the applicability of a subdivision ordinance, and executed by the owner, or owners, of such land as provided in Code of Virginia, § 15.2-2264, as amended, provided such action does not involve the relocation or alteration of streets, alleys, easements for public passage, or other public areas; and provided further, that no easements or utility rights-of-way shall be relocated or altered without the express consent of all persons holding any interest therein.

Sec. 33-4. Modification of chapter requirements.

Upon appeal, the planning commission may modify design standards or other requirements of this chapter in order to preserve noteworthy features or otherwise enhance the amenity of neighborhoods. Where such modification is granted, the planning commission will attach such conditions and safeguards as are deemed necessary to protect general public interest or the character of the neighborhood and may require a guarantee or bond to assure compliance.

Sec. 33-5. Variances from terms of chapter.

- (a) The planning commission may authorize, upon appeal only in specific cases, such variances from the strict application of the terms of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement will result in unnecessary hardships, provided that the spirit of this chapter shall be observed. No variance shall be authorized by the commission, unless it finds that:

-
- (1) — Strict application of the chapter would produce undue hardship.
 - (2) — The authorization of the variance will not be of substantial detriment to adjacent property and the character of the neighborhood will not be adversely affected.
 - (3) — The problem involved is not of so general or recurring a nature as to make reasonably practicable the formulation of general regulations to be adopted as an amendment to the chapter.
 - (4) — The hardship is created by the physical character of the property, including dimensions and topography, or by other extraordinary situation or condition of such property, or by the use or development of property immediately adjacent thereto. Personal or self-inflicted hardship shall not be considered as grounds for the issuance of a variance.
- (b) — Where a variance is granted, the planning commission will attach such conditions and safeguards as are deemed necessary to protect general public interest or the character of the neighborhood and may require a guarantee or bond to assure compliance.

Sec. 33-6. Appeals from decisions of planning commission.

Appeals from decisions of the planning commission on matters covered in sections 33-3, 33-4 and 33-5 shall be brought before the city council within thirty (30) days from date of the decision.

(Code 1981, § 33-6)

Secs. 33-5—33-18. Reserved.

ARTICLE II. PLATS

Sec. 33-19. Conference prior to application for plat approval.

Before filing application for approval of a plat **for a major subdivision** under this article, the subdivider is required to confer with the **planning director subdivision agent** and such other department heads as the **director agent** deems necessary. Such action does not require formal application, fees, or filing of a plat and is not to be construed as application for approval of a plat in computing time limitations in relation thereto.

Sec. 33-20. Plat review fees. —

At the time **preliminary** plats are presented under this article, **a fee of twenty-five dollars (\$25.00) per plat shall be paid. In addition, a fee of two dollars (\$2.00) per lot, exclusive of the original parcel, shall be paid at the time of submission, for examination and approval, of final subdivision plats the appropriate fee shall be paid as provided below.** Such fee shall be payable to the treasurer of the city.

Preliminary Plat: Two hundred fifty dollars (\$250.00) plus ten dollars (\$10.00) per lot, exclusive of the original parcel.

Final Plat for Minor Subdivision: One hundred fifty dollars (\$150.00)

Final Plat for Major Subdivision: One hundred fifty dollars (\$150.00) plus ten dollars (\$10.00) per lot, exclusive of the original parcel.

Sec. 33-21. Preparation and contents of preliminary plat.

For subdivisions involving more than fifty (50) lots, each subdivider shall cause to be prepared a preliminary plat of the subdivision. A preliminary plat for subdivisions involving fifty (50) or fewer lots may be submitted at the request of the subdivider.

The preliminary plat shall be at a scale of not less than one inch equals one hundred (100) feet and may be of one or more sheets as necessary. The plat shall include the following:

- (1) Name of subdivision (not duplicating the name of an existing subdivision), names and addresses of owners of record, the subdivider and the person or firm responsible for preparation of the preliminary plat, date of drawing date of revisions, number of sheets, north point and scale.
- (2) A boundary survey or survey of record, including map book and page reference, locating and identifying adjacent or abutting streets (existing or platted), subdivisions, unsubdivided parcels, easements, water areas and all visible monuments.
- (3) Location and identification of existing features and improvements within the tract, including streets, structures, water areas by type (including areas in marsh or subject to frequent inundation), wooded areas, easements, installed utilities and other important details. Information on soil and subsoil conditions shall be provided in the form and manner indicated in the specifications of the department of public works. Plats of tracts abutting on or containing natural or artificial bodies of water shall show the top of banks and toe of slope.
- (4) Location and identification of proposed uses within the tract.
- (5) Location, identifications, grades and widths of proposed streets, alleys and easements.
- (6) Location of proposed water mains, sanitary sewer and storm sewers and catch basins, with indication of proposals for disposal of surrounding drainage, if other than, or in addition to, storm drains.
- (7) Lot lines, with dimensions and areas in square feet. Where sewerage is to be by septic tanks or similar devices, percolation test results will be required for each lot or selected lots at locations as indicated by the state health department.
- (8) Location, dimensions and areas in square feet of all parcels proposed to be dedicated or reserved for public use or common use by occupants of the subdivision, with conditions or restrictions, if any, of such dedication or reservation.
- (9) Location of proposed streetlights and their easements. Such easements, where possible, shall be along lot lines.
- (10) Private restrictions, if any, proposed to be included in deeds.
- (11) Topographic map of suitable scale and contour interval, not exceeding five (5) foot intervals, based on U.S. Cost & Geodetic Survey datum.

Sec. 33-22. Conditional preliminary plat approval.

- (a) The procedure prescribed in this section must be followed to obtain conditional preliminary plat approval.
- (b) The subdivider shall submit seven (7) copies of the preliminary plat to the ~~Planning Commission~~ **subdivision agent** for processing and referral to affected agencies, together with an application for approval and such fee as is established ~~by the city council~~ **in Section 33-20** in relation to processing subdivision plats. Time limitations in relation to such processing shall begin as of the date of receipt of the preliminary plat, application and fee, as indicated on such documents when they are received by the planning commission. Such review shall be completed within ~~sixty (60) days of submittal~~ **the timeframe prescribed in Code of Virginia § 15.2-2260 as amended.**
- (c) After the preliminary plat and related material have been submitted, it shall be reviewed by the ~~Director of Public Works and the Director of Traffic and Planning~~ **city's development review team** for conformity to this chapter and other applicable regulations, and negotiations shall be made with the subdivider as to changes deemed advisable and the kind and extent of improvements to be made by him. The ~~Planning Commission~~

subdivision agent shall act upon the preliminary plat and related material as submitted or as modified by the subdivider, and if approved, shall certify its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall indicate its disapproval and the reasons therefor.

- (d) The action of the ~~planning commission~~ **subdivision agent** shall be noted on all copies of the preliminary plat to be retained in the record, referenced and attached to any changes or conditions determined. One such copy shall be returned to the subdivider, and others retained as required for records or further action of the department or other affected agencies of the city.
- (e) Conditional approval of a preliminary plat shall not constitute approval of the final plat, but shall be deemed an expression of approval of the layout submitted on the preliminary plat and other matters determined in connection therewith which shall serve as a guide in preparation of the final plat to be submitted for final approval and for recording upon fulfillment of the requirements of this chapter and the conditions of the conditional approval, if any. Such approval of the preliminary plat shall be valid for a period of ~~one year and may be extended by the planning commission upon written request~~ **five years, provided the subdivider submits a final subdivision plat for all or a portion of the property within one year of such approval and thereafter diligently pursues approval of the final subdivision plat. "Diligent pursuit of approval" means that the subdivider has incurred extensive obligations or substantial expenses relating to the submitted final subdivision plat or modifications thereto.**

Sec. 33-23. Submission of additional information when preliminary plat filed or thereafter; submission of preliminary plat in final plat form.

- (a) At the time of submission of preliminary plats and related data, or at any time thereafter, appropriate officers of the city ~~or the planning commission~~ may request, and the applicant shall supply, additional information required in the circumstances of the particular case.
- (b) Nothing contained in this article shall be construed to prohibit submittal of preliminary plats and data in the form required for final plats and data, for use in both preliminary and final review.

Sec. 33-24. Preparation and contents of final plat.

The final subdivision plat shall be prepared by a certified professional engineer or certified land surveyor in ink on an approved durable tracing medium at a scale of one inch equals one hundred (100) feet, unless a different scale is approved by general rule for classes of cases or by the director of public works in a particular case. All original tracings shall be sixteen (16) inches by twenty-four (24) inches, including a margin of one-half inch outside ruled border lines at the bottom and right sides and one and one-half (1½) inches for binding on the left sixteen (16) inch end and at the top of the sheet. When more than one sheet is required, all sheets shall be numbered and of the same size, with match marks to guide preparation of composite maps, and an index map on the sheet of the same size as the sectional maps shall be filed, which shall show, among other things, sectional map numbers, all lot and block numbers and street names. In addition, a small-scale location map showing the property shall be required. The final plat shall show the following data and shall be completed and processed as indicated:

- (1) The subdivision name, the date the plat was prepared, graphic scale and north arrow.
- (2) A certificate endorsed by a certified professional engineer or certified land surveyor indicating the source of title of the owner of the land subdivided and the place of record of the last instrument in the chain of title. When the plat is of land acquired from more than one source, outlines of the several tracts shall be indicated on the plat. The certificate shall further state that the subdivision is entirely within lands owned by the subdivider and that monuments shown on the plat have been put in place and that their location and character are correctly shown.
- (3) Protective covenants in form for recording **when applicable.**
- (4) Each plat or deed of dedication to which the plat is attached shall contain a statement as follows: "The platting or dedication of the following described land (here insert correct description of the land

subdivided) is with the free consent and in accordance with the desire of the undersigned (indicate owners, proprietors and trustees, if any)"This statement shall be signed by such person and acknowledged before an officer authorized to take acknowledgments of deeds. When thus executed and acknowledged, said plat, upon final approval and in accord with other provisions specified herein, shall be filed and recorded in the office of the clerk of the circuit court of the city.

- (5) On the face of the plat, a place shall be prepared to receive the signature, with date, of the director of public works ~~or city engineer, the chairman of the planning commission~~ and the director of traffic and planning, which signatures, when affixed, shall indicate approval of the plat. In the event of private water or sewer, a place shall be provided for the signature of the health director. (All required signatures shall be in a durable ink.)
- (6) All linear and angular dimensions for locating boundaries of the subdivision, lots, streets, alleys and public and private easements. Linear dimensions shall be expressed in feet and hundredths of a foot. Angular measurements shall be expressed by bearings. All curve data shall be expressed by a curve table on the face of the plat, each curve being tabulated and numbered to correspond with the respective numbered curves shown throughout the plat. Dimensions, both linear and angular, shall be determined by an accurate control survey in the field which shall be checked for closure and must balance and close within 1 to 10,000. Plan and profile sheets shall be provided on all new streets and underground utilities, as required by specifications of the department of public works, as approved by the council of the city. The director of public works may require such office and field checks as necessary to assure the accuracy of the plat.
- (7) Description and location of all monuments.
- (8) The boundary of the property being subdivided, names of all proposed streets and boundaries of all property within the subdivision intended to be dedicated to public use. In resubdivisions of existing recorded lots, existing lot lines shall be shown by dotted lines and resubdivisions by full lines. The map book and page number of property being resubdivided shall be specified.
- (9) Exact lengths and bearings of boundary lines of blocks, public grounds, streets and alleys and existing locations of all easements.
- (10) Exact widths of all easements, streets and alleys.
- (11) Angles of departure of adjoining property, street and alley lines, with names of abutting recorded subdivisions. Unsubdivided abutting acreage property shall be designated by the names of owners with deed book references.
- (12) Width and names of abutting or adjoining roads, streets and alleys.
- (13) A definite bearing and distance tie shall be shown between not less than two (2) permanent boundaries on the exterior boundary of the subdivision and to existing street intersections, where possible and reasonably convenient.
- (14) Exact length and bearing of all lot lines, provided that where lines in any rectangular tier of lots are parallel, it shall be sufficient to mark the bearings of the outer lines thereof.
- (15) Designating symbols for all lots and blocks. If the finished plat consists of one section of a proposed larger subdivision, then the block numbers shall run consecutively throughout the several sections of the entire subdivision and each section shall be designated by letter. All lots in each block shall be consecutively numbered.
- (16) All plats of property abutting on or containing any natural or artificial bodies of water shall show the top of the bank and the toe of the slope, and where such lines are intersected by lot or block lines, measurements locating such intersections shall be given along such lot or block lines.
- (17) ~~All subdivision plans shall show, in writing, the proposals of the developer for the provision of erosion and sediment control during the construction period.* Such proposals shall be reviewed by the director~~

of public works, with his written comments made available for review by the planning commission prior to plat approval.

Sec. 33-25. Approval of final plat.

- (a) The procedure prescribed in this section must be followed to obtain approval of the final plat of a subdivision.
- (b) **For subdivisions subject to a preliminary plan**, the final plat and other exhibits required for approval shall be prepared as specified in this article and submitted to the ~~planning commission~~ **subdivision agent** within the time limit specified in the conditional approval of the preliminary plat, ~~or such extension as may be granted by the commission~~. Where provision has been made for staged development in connection with conditional approval of the preliminary plat, including time limitations, the subdivider may submit a final plat for only that portion of the approved preliminary plat which he proposes to record and develop at that time, if such portion conforms to all requirements of this chapter.
- (c) Four (4) copies of the final plat shall be submitted for approval on an approved durable tracing medium and copies required for city processing will be prepared by the city, with the original tracing returned to the subdivider or his agent. Copies of other materials required for approval shall be provided by the subdivider, in such numbers as may reasonably be required in the case.
- (d) Upon submittal of the final plat and other materials required with application for final approval, ~~the planning commission~~ **subdivision agent** shall initiate and coordinate review by affected agencies of the city to determine:
 - (1) **Where applicable**, substantial compliance with the preliminary plat and any conditions of the conditional approval thereof.
 - (2) General compliance with the regulations set forth in this chapter and other applicable regulations.

Such review shall be completed within ~~sixty (60) days of submittal (or such longer period as may be agreed upon in writing by the subdivider and the department)~~ **the timeframe prescribed in Code of Virginia § 15.2-2259 as amended** and, within such time, the final plat and related materials shall be approved or disapproved. Approval shall be in the form provided in section 33-24. Disapproval shall include written reasons thereof. In the event that action is not taken within ~~sixty (60) days~~ **the timeframe prescribed in Code of Virginia § 15.2-2259 as amended**, recourse shall be as provided by law. Approval of the final plat shall be void:

- (1) Unless the approved plat is recorded in the office of the clerk of the circuit court of the city within one year from the date of approval.
- (2) If there are any additions, deletions or alterations in the original tracing following approval, except for marking incidental to recording.
- (3) **For major subdivisions**, unless, before the approved plat is recorded in the office of the clerk of the circuit court, the subdivider enters into a contract entitled, "Subdivision Agreement—City of Petersburg, Virginia," a copy of which is made a part of this chapter by reference.

Sec. 33-26. Recordation of plats.

- (a) The owner or proprietor of any tract who desires to subdivide it shall submit a plat to the ~~planning commission~~ **subdivision agent**, which is hereby charged with the responsibility for coordinating the processing of such plats. If and after a final plat has been approved by the ~~planning commission~~ **subdivision agent** as conforming to regulations relating to subdivisions, the owner or proprietor may cause it to be recorded with the clerk of the circuit court of the city.
- (b) No person shall subdivide land without making and recording a plat thereof and complying fully with the provisions of this chapter and all other state and local laws applying to subdivisions.

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- (c) No person shall sell or transfer such land or any part thereof by reference to, or exhibition of, or by any other use of, a plat of a subdivision before such plat has been duly recorded as provided herein, unless such subdivision was lawfully created prior to the adoption of a subdivision ordinance applicable thereto; provided, that nothing herein contained shall be construed as preventing the recordation of the instrument by which such land is transferred or the passage of title as between parties to the instrument.

State law reference(s)—Subdivider's recourse if action on plat not taken within sixty days, Code of Virginia, § 15.1-475.

Secs. 33-27—33-37. Reserved.

ARTICLE III. DESIGN STANDARDS

Sec. 33-38. Streets and alleys.

- (a) Streets and alleys within subdivisions shall meet the design standards prescribed in this section.
- (b) The arrangement, character, extent, width and location of all streets shall conform to the comprehensive plan, insofar as elements of the plan relating to streets have been officially adopted by the city council, and shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety and appropriate relation to the proposed uses of land to be served by such streets.
- (c) Where not indicated in the comprehensive plan, the arrangement of streets in a subdivision shall either:
- (1) Provide for continuation or appropriate projection of existing arterial or collector streets in surrounding areas; or
 - (2) Where topography or other conditions make continuance or projection of existing streets unnecessary or impracticable, shall conform to a general area plan approved by the ~~Planning Commission~~ **department of public works**.
- (d) Minor streets in residential neighborhoods shall be so laid out that their use by through traffic will be discouraged.
- (e) Where a subdivision abuts or contains an existing or proposed arterial street or other streets carrying heavy traffic, the ~~planning commission~~ **subdivision agent** may require marginal access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service alleys or such other treatment, including wider pavement widths, as may be necessary for adequate protection of residential or other properties and separation of local and through traffic.
- (f) Where a subdivision borders or contains a railroad or limited access highway right-of-way, the ~~planning commission~~ **subdivision agent** may require a street approximately parallel to and on each side of such right-of-way and at such distance therefrom as required for appropriate use of intervening land, if any, and as determined with due regard for requirements of future approach grades and grade separations.
- (g) Reserve strips controlling sole access to public streets shall be prohibited.
- (h) Street jogs with center line off-sets of less than one hundred twenty-five (125) feet shall be prohibited.
- (i) No street intersection shall include more than four (4) street approaches.
- (j) Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect another at less than sixty (60) degrees.
- (k) Property lines at the intersection of minor streets with each other or with alleys shall be rounded with minimum radius of ten (10) feet. Property lines at the intersection of alleys with any streets shall be rounded

with a minimum' radius of ten (10) feet. Property lines at all other street intersections shall be rounded with a minimum radius of twenty (20) feet.

- (l) A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
- (m) When connecting street lines deflect from each other, they shall be connected by a curve with a radius sufficient to ~~insure~~ **ensure** a sight distance adequate for visibility and safety, as determined by the ~~planning commission~~ **subdivision agent** in consultation with the department of public works after consideration of the character of the street and the types and speed of traffic anticipated.
- (n) Street right-of-way widths shall be specified in officially adopted elements of the comprehensive plan relating to streets. Where not shown therein, pavement widths and right-of-way widths for public streets shall be in relation to the proposed density and/or the land use of the property adjacent to the roads and within the parcel sought to be subdivided, but in no case shall they be less than as follows:

	Min. R/W Width	Min. Paved Width (Face to Face of Curb) (in feet)
Arterial	80	52
Collector	60	36
Minor		
(1) Serving commercial or industrial uses	60	46
(2) Serving residential uses	50	36
Marginal access	40	30
Alley	20	20

- (o) Half-width streets are prohibited, except where essential to the reasonable development of the subdivision in relation to surrounding lands and where the ~~planning commission~~ **subdivision agent** finds it practicable **in consultation with the department of public works**. No residence shall be constructed with sole access from a half-width street.
- (p) Except where unusual land configuration requires otherwise, cul-de-sac streets, designed to be so permanently, shall not be longer than seven hundred (700) feet to the turnaround. All cul-de-sac streets shall be provided at the closed end with a circular turn-around having an outside roadway radius of at least forty (40) feet and a right-of-way radius of at least fifty (50) feet, except where other forms of turnaround are approved by the ~~Planning Commission~~ **subdivision agent, in consultation with the department of public works**, as conforming to standard practice.
- (q) Street names shall be subject to approval ~~by the Planning Commission~~ **per Chapter 98 of the City Code** and conform with the city's specifications on signs. No name shall be used which duplicates or is likely to be confused with the name of an existing street.
- (r) Unless other definite and assured provision is made for service access, such as off-street loading, unloading and the like, alleys with a minimum paved width of twenty (20) feet shall be provided in commercial and industrial districts.
- (s) Grades on streets shall not be in excess of five (5) percent, unless special conditions make it advisable to alter this rule. Alleys shall avoid grades in excess of ten (10) percent. No street shall have a minimum grade of less than 0.4 percent.

Sec. 33-39. Easements.

- (a) Easements within subdivisions shall meet the standards prescribed in this section.

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- (b) Easements for utilities and drainage shall be provided, unless waived in writing by an official having cognizance of the requirement, across lots or overlapping or adjoining rear or side lot lines, and shall be of whatever width is necessary to provide for installation of such utilities or drainage and for access for maintenance; provided, however, that no such easement shall be less than ten (10) feet wide.
 - (c) Where a subdivision is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines thereof and of such further width or further construction, or both, as will be required for the purpose of handling drainage. Streets or parkways parallel, but not necessarily adjacent, to such water courses may be required. Shifts from existing locations of water courses, drainage ways, channels or streams may be permitted by the public works department only where such result in equivalent or better drainage within the surrounding subdivision than will the existing location; provided, however, that any such change shall be explained, in writing, including the specific reasons therefor, and be made a part of the permanent application record.

Sec. 33-40. Blocks.

Block lengths in subdivisions shall not exceed one thousand (1,000) feet nor be less than four hundred (400) feet, except where alternate designs are approved by the ~~Planning Commission~~ **subdivision agent** as conforming to standard practice; provided, however, that any such waiver shall be put into writing and include the reasons therefor and be made a part of the permanent application record.

Sec. 33-41. Lots.

- (a) Lots within subdivisions shall conform to the standards prescribed in this section.
- (b) Lot size, width, depth, shape and orientation and minimum building setback lines shall be appropriate for the location of the subdivision and the type of development and use contemplated and as set forth in the city's ordinance.
- (c) The depth and width of properties subdivided for nonresidential purposes shall be adequate for off-street parking and service facilities required by the type of use and development anticipated.
- (d) Corner lots shall be platted not less than ten (10) feet wider than the minimum required by the Zoning Ordinance for interior lots in the district, except that no such increase shall be required where the minimum lot width for interior lots is one hundred (100) feet or more.
- (e) Each lot created in a subdivision shall have direct access to a public street, unless it is a part of an approved planned unit development or ~~otherwise approved by the Planning Commission~~ **town house development with shared private drives**.
- (f) Double frontage and reversed frontage residential lots shall, in general, be avoided, except where essential to provide residential separation from traffic arteries or to overcome other disadvantages of orientation or topography. A planting screen easement of at least ten (10) feet shall be provided along the line of lots abutting such traffic artery or other disadvantageous use, across which there shall be no right of access.
- (g) Side lot lines shall be substantially perpendicular or radial to street lines, unless a satisfactory lot pattern, area for access and utility easement pattern can otherwise be provided.
- (h) Where utility or other easements are involved, lot lines shall be so arranged with respect to such easements as to permit efficient installation of the utilities without unnecessary irregularities in alignment.
- (i) The minimum lot size when septic tanks are used shall be a function of the minimum number of square feet of area which shall be required for absorption of effluent from the septic tank system. It shall be based either on the result of a percolation test or inspection of the soil condition by the state health department and, in no instance, shall lot areas be smaller than those outlined in the zone in which the subdivision is located.

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- (j) Land subject to flooding and land deemed to be topographically unsuitable shall not be platted for residential occupancy, nor for such other uses as may increase danger to health, life or property or to aggravate erosion or flood hazard. Such land within the subdivision shall be set aside on the plat for such uses as shall not be endangered by periodic or occasional inundation or shall not produce conditions contrary to public welfare.

Cross reference(s)—Private sewage disposal systems, § 114-301 et seq.

Sec. 33-42. Public sites and open spaces.

- (a) The provisions shall be made for public sites and open spaces in subdivisions as set out in this section.
- (b) Where a proposed school, park, playground, open space or other public use shown in an officially adopted element of the comprehensive plan or land use plan is located, in whole or in part, in a proposed subdivision, reservation, but not dedication, of such area shall be required, subject to the following provisions:
- (1) Any reservation of land for public acquisition and use required under this provision shall be void, if not executed within one and one-half years from the date of recordation. However, the City Council, acting through an amendment to the officially adopted comprehensive plan, may release such reserved land at an earlier date, if it is found to be no longer necessary to the public purpose.
 - (2) During that period in which the land is held in "reserve" by the developer, the land shall be assessed at raw land value.
 - (3) The developer shall be required to show, in dotted lines on the final plat, how he will develop such reserved areas in the event that the City fails to acquire the reserved property.
 - (4) Required reservations shall not exceed twenty (20) percent of the total land area of the development and the compensation due the developer shall be an expressed element of the subdivision agreement.
- (c) **For major subdivisions with ten (10) or more lots**, a residential developer, in order to serve the open space requirements of the residents of his subdivision, shall make available to the city or a homeowner's association an option to acquire a certain amount of open space within that subdivision. At the discretion of the developer, he may make this land available to the city or homeowner's association either by gift or sale at raw land value. This option shall be exercised by the city or association within the specified period of time stated in the subdivision agreement or the land reverts to the subdivider. During this period of reservation, the land shall be assessed at raw land value. The following guidelines shall determine the amount and types of land to be made available:
- (1) In subdivisions of from ~~three (3)~~ **ten (10)** to twenty-five (25) lots, the developer shall reserve a parcel of land acceptable to the ~~Planning Commission~~ **subdivision agent**. Required open space shall not exceed fifteen (15) percent of total land area and may be waived by the ~~planning commission~~ **subdivision agent**, if the land is found to be unnecessary or unsuited to recreation purposes; provided that any such waiver shall be noted, in writing, and shall include the reasons therefor and be made a part of the permanent application record.
 - (2) In subdivisions of more than twenty-five (25) lots, the developer may be required to reserve open space at the following rates:

Lot Size	Percent of Total Land Required for Open Space
Less than 5,000 sq. ft.	15
5,000—7,999 sq. ft.	10
8,000—14,999 sq. ft.	8
15,000—29,999 sq. ft.	6
Greater than 30,000 sq. ft.	3

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- (3) All land reserved as a result of this provision must be accessible to all the residents of the subdivision or development in question and must be acceptable to the planning commission as to size and location.
 - (4) The developer must provide clearly defined street and pedestrian access to the open areas.
 - (5) The developer may establish a homeowner's association to own and maintain open space in perpetuity as required by this provision in lieu of reservation; provided, however, that the homeowner's agreement be reviewed and approved by the planning commission and the city attorney.
 - (d) ~~When a proposed development is not included in an officially adopted element of the comprehensive plan or when such development requires an amendment to an officially adopted plan, the planning commission may require reservation of such areas or sites of a character, extent and location suitable to meet the needs created by such development for schools and other public purposes, provided that such required reservations will be administered under the provisions of subsection (b) of this section.~~

Sec. 33-43. Preservation of noteworthy features.

In all subdivisions, to the maximum degree reasonably practicable, efforts shall be made to preserve historic sites, large trees and other desirable natural growths, watercourses and other water areas, and other features worthy of preservation, either as portions of public sites and open spaces as described in section 33-42 or in such other form as to provide amenity to the neighborhood. ~~To the extent necessary for desirable preservation under this section, the planning commission may waive or alter specific requirements of this chapter, as provided in section 33-5.~~

Secs. 33-44—33-55. Reserved.

ARTICLE IV. REQUIRED IMPROVEMENTS

Sec. 33-56. Permanent monuments.

- (a) Permanent monuments shall be placed in a subdivision at the following locations:
 - (1) At all lot and block corners and at the tangent points of curves connecting intersecting street lines.
 - (2) At the points of curvature and tangency in curved street lines.
 - (3) At all corners in the exterior boundary of the subdivision, except those inaccessible due to topography.
 - (4) At such other points as may be designated by the director of public works.
- (b) The material, size and length of monuments required by this section shall be as prescribed by specifications of the department of public works. The location and character of such monuments shall be clearly designated on the final plat.
- (c) Monuments required by this section shall be set not less than three (3) nor more than nine (9) inches below the finished grade of the ground.
- (d) Any developer, builder, owner, occupant, firm or corporation or any person shall take precautions to protect all monuments, and any monument which is moved or destroyed shall be immediately reported to the department of public works and shall be replaced as directed.

Sec. 33-57. Streets.

All streets in subdivisions shall be excavated and graded to a profile and cross section. Six (6) inches of stone base meeting state highway specifications shall be placed on the roadway and the surface treatment shall be primed and sealed in accordance with applicable state highway specifications. Curbing and gutters shall be constructed on all streets, except as otherwise provided in section 33-62.

Sec. 33-58. Street signs.

Street signs shall be erected and located in accordance with the specifications of the department of traffic and planning-public works at all street intersections.

Sec. 33-59. Streetlights.

Streetlights shall be provided and installed:

- (1) Along arterial or collector streets.
- (2) In all multiple family, hotel, commercial and industrial districts.
- (3) In such other locations as are found by the department of public works to require such lighting in the interests of safety and security for persons, property or traffic.

Such lighting shall be provided and installed as set forth in the specifications of the department of public works. The recorded subdivider shall provide for necessary street light easements. If the street light fixtures to be installed are above standard, the subdivider shall pay the differential. The same type and design light shall be installed throughout the subdivision.

Sec. 33-60. Sidewalks.

Where constructed, sidewalks shall be forty-eight (48) inches in width, or such additional width as required by the director of public works to match existing improvements. Sidewalks shall be constructed on both sides of minor streets within subdivisions in districts where zoning is for multiple family or commercial use. Sidewalks shall be required on one side of a street to be extended up to one-half mile from the point of access to an existing or planned school site by normal pedestrian routes. This shall include the full length of a block which would otherwise have such sidewalks for only a portion of its full length.

Sec. 33-61. Off-street parking.

Off-street parking shall be provided as required in Article 19 of the Zoning Ordinance for each lot in all subdivisions and shall be stated as a restriction.

Sec. 33-62. Drainage.

- (a) Every subdivision shall have a drainage system adequate for the type of development proposed and so related to existing or potential surrounding development as to form a logical part of a coordinated system minimizing potential drainage problems for the general area. Storm drainage calculations will be provided by the subdivider with a minimum ten (10) year storm frequency being used. No plan or development shall take such form as to create potential or actual impoundment of water on, or discharge of water onto, adjacent property in such a manner as to affect adversely existing development or to increase problems of future development on such adjacent property, except with the written and recorded consent of the adjoining

property owners affected and the approval of the department of public works. To these ends, the department of public works is empowered to require such changes in plans or to establish such minimum and maximum elevations and gradients in particular sub-divisions as to provide for orderly and efficient development of coordinated drainage systems, even though the drainage proposed for a particular subdivision might be adequate for the subdivision itself. In addition, where adjoining lands are in districts with varying improvement requirements or in other cases where similar adjustments are necessary, the department of public works is empowered to establish such transitional requirements as to types of curbs and gutters, storm drains, and the like as are appropriate and reasonably necessary in the circumstances of the case.

- (b) Curbs and gutters shall be built to specifications of the department of public works and shall be required on all streets, except when it is determined by the director of public works that existing soil or site conditions would make this requirement impractical. Any such waiver shall be put into writing and include the reasons therefore and be made a part of the permanent application record.
- (c) Where required by the director of public works, underground storm sewers meeting specifications of the department of public works shall be installed. Elsewhere, open drainage ways meeting specifications of the department of public works shall be used.

Sec. 33-63. Water supply.

- (a) Where an approved public water supply is reasonably accessible, as determined by the city council, the city will extend water mains to the subdivision. The subdivider shall connect with such water mains and provide adequate water mains accessible to each lot within the subdivision and provide laterals to each lot to the meter before completion of streets.
- (b) Every subdivision shall have a water supply system adequate for the type of development proposed and so related to existing or potential surrounding development as to form a logical part of a coordinated system minimizing potential water supply problems for the general area. Design information shall be supplied for line sizing.
- (c) Each lot in a subdivision shall be provided with water from the public water system or from general water supply systems provided by the developer, if public water is not available, except as modified in this section.
- (d) Privately provided general and individual water supply systems shall be permitted only when approved by the state health department and the city director of public works. Such systems shall be constructed to facilitate later connection with the public system.
- (e) Where general water supply systems are provided by the developer, they shall be offered to the city at no cost in accordance with the terms and provisions of the standard subdivision agreement.
- (f) Fire hydrants shall be installed in the manner and at locations required by the specifications of the department of public works.
- (g) All provided water supply systems shall be planned and constructed to meet the specifications of the department of public works, as provided by the city council. Before construction is commenced, plans and specifications shall be reviewed and approved by that department. All construction shall be in accordance with approved plans.

Sec. 33-64. Sanitary sewerage.

- (a) Where a public sanitary sewer is reasonably accessible, as determined by the city council, the city will extend such sewer to the subdivision. The subdivider will connect with such sewer and provide adequate sewer mains accessible to each lot and construct laterals to each lot before completion of streets. If public sewerage is not available, or if neither public nor general sewerage is provided, each lot shall have an individual sewerage system.

-
- (b) Every subdivision shall have a sanitary sewerage system adequate for the type of development proposed and so related to existing or potential surrounding development as to form a logical part of a coordinated system minimizing potential sanitary sewerage problems for the general area. Design information shall be supplied for line sizing.
 - (c) Privately provided general and individual sewerage systems shall be permitted only when approved by the state health department and the city director of public works, and shall be constructed to facilitate later connection with the public system.
 - (d) Where general sewerage systems are provided by the developer, they shall be offered to the city at no cost in accordance with the terms and provisions of the standard subdivision agreement.
 - (e) Individual sewerage systems shall be permitted only when approved by the state health department, upon findings that the type of system proposed will be effective in the area in which it is proposed to be used, and will not create health hazards on the lot, on adjacent property, or in the form of unlawful pollution of water. The state health department may prohibit certain types of systems in areas to which they are not adapted, may require the use of other systems, may specify increases in lot sizes above those generally required, if necessary, to make such systems effective, and may specify the manner in which such systems are to be located or designed to meet the needs of particular sites or areas.
 - (f) All sewerage systems, other than individual, shall be planned and constructed to meet the specifications of the department of public works, as approved by the city council. Before construction is commenced, plans and specifications shall be reviewed and approved by that department. All construction shall be in accordance with approved plans.

Sec. 33-65. Underground Utilities.

Except as provided below, transmission, distribution and customer service utility facilities carrying or used in connection with electric power, streetlights, telephone, telegraph, cable television, petroleum, gas or steam shall be placed below the surface of the ground. Exceptions are as follows:

- (1) Equipment such as electric distribution transformers, switchgear, meter pedestals, telephone pedestals, meters, service connections and the like normally installed above ground in accordance with accepted utility practices for underground distribution.
- (2) Temporary overhead facilities required for construction purposes.
- (3) High tension transmission lines of fifty thousand (50,000) volts or more.

All installations shall be in accord with applicable codes and the specifications of the department of public works and shall be in accordance with charges, as approved by the state corporation commission.

Secs. 33-66—33-76. Reserved.

ARTICLE V. IMPROVEMENT PROCEDURE

Sec. 33-77. ~~Plans and specifications~~ Site Plan Required for Major Subdivisions.

- (a) ~~Prior to approval of a final plat for any major subdivision, a site plan showing all general improvements in the subdivision shall be prepared, reviewed, and approved in accordance with Article 38, Site Plan Review, of the Zoning Ordinance.~~ The plans and specifications for general improvements in a subdivision shall be prepared and endorsed by a registered professional engineer or a certified land surveyor, as defined in section 54-17.1(3b) of the Code of Virginia. ~~The manner of preparation and number of copies provided shall be as appropriate to the type of improvements and the requirements for local review, approval, inspection and~~

~~recording, plus one copy for return to the subdivider or his agent, bearing certification of approval by the appropriate official or officials, if approved, or if disapproved, indicating the reasons for such disapproval.~~

- (b) Improvements for which such plans and specifications are required include all required improvements and any gas, water, sewer or electric light or power works, pipes, wires, fixtures or systems, or any telephone or community antenna television systems or the like, in, on or under any streets, alleys or easements within the subdivision, and all other general improvements to be provided by the subdivider or his agent, including preparation of land by grading, clearing, filling or drainage.
- (c) To the extent that specifications have been established by the city or other public agency having jurisdiction concerning a particular type of improvement, they may be included by reference and need not be restated in relation to a particular plan.

Sec. 33-78. Permits and inspection generally.

- (a) Where permits are generally required by other regulations of the city, they shall be obtained before the installation of improvements in a subdivision begins. In other cases, approval of plans and specifications by all agencies or officers required to pass thereon by state or local law shall constitute permission to proceed.
- (b) During the preparation of land and the installation of general improvements in a subdivision, inspections shall be made to ~~insure~~ **ensure** conformity with the plans, specifications and standards established by the ordinances of the city. Except where the nature and timing of such inspections is set forth generally by other regulations of the city, required inspections shall be indicated on the approved copy of the plans and specifications returned to the subdivider or his agent. The developer will be required to give seventy-two (72) hours' notice to the engineering division of beginning work.
- (c) Appropriate agencies of the city may make inspections at any time during the progress of the work, but if a required inspection has not been made by the time the work reaches the stage where such inspection is called for, the subdivider or his agent shall notify the agency involved, not less than two (2) working days in advance of the time such inspection is requested, unless the agency involved has previously agreed to a shorter period of notification. The agency responsible for making the inspection shall not be required to do so with less than the required notice. The inspector shall notify the subdivider of approval or disapproval at the time of inspection. These provisions shall not be construed to require inspection of construction or installation of their own facilities by public service corporations that have received franchises from the city.

Sec. 33-79. Permit and Inspection Fees.

At the time of installation of improvements, permit and inspection fees shall be as generally provided for permits and inspections as specified in other ordinances of the city.

Sec. 33-80. Performance security in lieu of installation.

Where installations as required by this chapter have not been made, in whole in or part, the city may accept, for dedication for public use, any right-of-way located within the subdivision which has constructed therein, or proposed to be constructed therein according to plans and specifications filed and approved, any street, curb, gutter, sidewalk, drainage or sewerage system or other improvement, financed or to be financed other than by city funds, only if the owner or developer furnishes to the city a certified check in the amount of the estimated costs of construction (with estimate of costs agreed to by the Department of Public Works) or a bond with a subdivision agreement attached, with surety satisfactory to the city attorney, in an amount sufficient for and conditioned upon the construction of such facilities, or a contractor's bond, with like surety in like amount and so conditioned.

Sec. 33-81. As-built construction drawings.

As-built construction drawings for all improvements in a subdivision shall be provided on an approved durable tracing medium prior to posting a defect bond or at the time of posting such bond.

Sec. 33-82. Security against defects.

With regard to any improvement to be accepted for dedication, maintenance or operation by the city, the owner or developer shall, at the time of city acceptance of responsibility, provide a certified check in the amount of five (5) percent of the total construction costs of the improvement, or a bond, with surety satisfactory to the city attorney, in an amount sufficient for to cover the costs of remedy of defects appearing in such improvements within one year.

Sec. 33-83. Release of securities.

- (a) Performance bonds or other sureties established in accordance with the provisions of section 33-80 shall be released when the director of public works or other affected official certifies that the requirements set forth in this chapter have been met. On application by the owner or developer, portions of such bonds or other sureties may be released in proportion to the cost of the requirements certified by the director of public works or the affected official as having been met.
- (b) Defect bonds or other sureties established in accordance with the provisions of section 33-82 shall be released at the end of one year from the date of city acceptance of responsibility. Such release shall be in full, if no defects have been found to exist, or if defects found to exist have been corrected by the owner or developer. If defects found to exist have been corrected by action of the city, the costs of such action shall be deducted from the defect bond. If defects found to exist within the one-year period have not been corrected after proper notice by the end of such period, the director of public works shall make an estimate of the cost of correction and such cost shall be deducted from the defect bond, and any balance remaining as a result of lesser actual than estimated cost shall be paid to the owner or developer.

Sec. 33-84. Public acceptance of improvements or proposed dedications.

The installation of improvements or the offer of dedications in subdivisions created hereafter under the terms of this chapter shall in no case bind the city to accept such improvements or offers to dedicate. Upon certification of completion of required improvements, as set forth in section 33-83, the Director of Public Works is authorized to accept, on behalf of the city, such dedications and/or improvements as the city may then be prepared to accept and maintain.

Advanced Search

2025 Regular Session

HB2660 Subdivision ordinance; shortens timeframe for local approvals.

Print

Status: Acts of Assembly Chapter

Patrons

All Patrons

Introduced by: Marcus B. Simon (Chief Patron)

All Summaries

Summary As Passed House

Subdivision ordinance; local approvals; report. Shortens the timeframes for various local government approvals of subdivision plats and site plans. Additionally, the bill calls on the Virginia Code Commission to convene a work group consisting of various stakeholders to review existing provisions related to the submission, review, and approval of subdivision plats and site plans. The work group shall develop recommendations to (i) organize procedural steps in a clear, logical, and sequential order to enhance ease of reference; (ii) clarify the processes, requirements, and timelines applicable to each type of plat or plan; (iii) standardize terminology to ensure consistency, reduce ambiguity, and minimize misinterpretation; and (iv) identify and eliminate redundant or duplicative provisions to streamline the Code and improve its usability and shall submit a report to the General Assembly by November 1, 2025.

Bill Versions

Show All Versions

Governor	Chaptered	PDF
House	Counties, Cities and Towns Amendment Offered	
House	Counties, Cities and Towns Subcommittee Amendment Offered	

History

1/15/2025	House	Presented and ordered printed 25104595D
1/15/2025	House	Referred to Committee on Counties, Cities and Towns
1/20/2025	House	Assigned CCT sub: Subcommittee #2
1/30/2025	House	Subcommittee recommends reporting with amendment(s) (8-Y 0-N)
1/31/2025	House	Reported from Counties, Cities and Towns with amendment(s) (21-Y 1-N)
2/2/2025	House	Read first time
2/3/2025	House	Read second time
2/3/2025	House	Counties, Cities and Towns Amendment agreed to
2/3/2025	House	Engrossed by House as amended
2/3/2025	House	Printed as engrossed 25104595D-E
2/4/2025	House	Read third time and passed House (97-Y 1-N)
2/5/2025	Senate	Constitutional reading dispensed (on 1st reading)
2/5/2025	Senate	Referred to Committee on Local Government
2/10/2025	Senate	Reported from Local Government (15-Y 0-N)
2/11/2025	Senate	Rules suspended
2/11/2025	Senate	Constitutional reading dispensed (on 2nd reading) (40-Y 0-N)
2/11/2025	Senate	Passed by for the day
2/12/2025	Senate	Read third time
2/12/2025	Senate	Passed Senate (39-Y 0-N)
2/17/2025	House	Enrolled

2/17/2025	House	Bill text as passed House and Senate (HB2660ER)
2/17/2025	House	Signed by Speaker
2/20/2025	Senate	Signed by President
3/3/2025	House	Enrolled Bill communicated to Governor on March 3, 2025
3/3/2025	Governor	Governor's Action Deadline 11:59 p.m., March 24, 2025
3/19/2025	Governor	Approved by Governor-Chapter 100 (Effective 07/01/25)
3/19/2025	Governor	Acts of Assembly Chapter text (CHAP0100)

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LEGISLATIVE INFORMATION SYSTEM

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2025 Regular Session

SB974 Subdivision ordinance; plan review by designated agent, definition of "designated agent."

Status: Acts of Assembly Chapter

Print

Patrons

All Patrons

Introduced by: Schuyler T. VanValkenburg (Chief Patron)

All Summaries

[Summary As Passed](#)

Subdivision ordinance; plan review by designated agent. Removes planning commission and governing body approval authority for the administrative review process for plats and plans and assigns such authority solely to a designated agent, defined in the bill. However, the bill provides that the local planning commission may serve as the designated agent of any locality with a population of 5,000 or less. The bill also expedites the review process by shortening the timeframe for forwarding plats and plans to state agencies for review.

Bill Versions		Show All Versions
Governor	Chaptered	PDF
House	Counties, Cities and Towns Subcommittee Amendment Offered	
House	Counties, Cities and Towns Subcommittee Amendment Offered	

History

1/7/2025	Senate	Prefiled and ordered printed; Offered 01-08-2025 25104271D
1/7/2025	Senate	Referred to Committee on Local Government
1/27/2025	Senate	Reported from Local Government with substitute (12-Y 2-N)
1/27/2025	Senate	Committee substitute printed 25106055D-S1
1/28/2025	Senate	Rules suspended
1/28/2025	Senate	Constitutional reading dispensed (on 1st reading) (39-Y 0-N)
1/28/2025	Senate	Passed by for the day
1/29/2025	Senate	Read second time
1/29/2025	Senate	Reading of substitute waived
1/29/2025	Senate	Local Government Substitute agreed to
1/29/2025	Senate	Engrossed by Senate - committee substitute
1/30/2025	Senate	Read third time and passed Senate (35-Y 5-N)
2/4/2025	House	Placed on Calendar
2/4/2025	House	Read first time
2/4/2025	House	Referred to Committee on Counties, Cities and Towns
2/4/2025	House	Assigned CCT sub: Subcommittee #2
2/6/2025	House	Subcommittee recommends reporting with amendment(s) (8-Y 0-N)
2/7/2025	House	Reported from Counties, Cities and Towns with amendment(s) (17-Y 4-N)
2/11/2025	House	Read second time
2/11/2025	House	Read third time

2/12/2025	House	Passed by temporarily
2/12/2025	House	Counties, Cities and Towns Amendments agreed to
2/12/2025	House	Engrossed by House as amended
2/12/2025	House	Passed House with amendments (89-Y 8-N)
2/14/2025	Senate	House Amendments agreed to by Senate (30-Y 5-N)
2/18/2025	Senate	Enrolled
2/18/2025	Senate	Bill text as passed Senate and House (SB974ER)
2/18/2025	House	Signed by Speaker
2/20/2025	Senate	Signed by President
3/3/2025	Senate	Enrolled Bill Communicated to Governor on March 3, 2025
3/3/2025	Governor	Governor's Action Deadline 11:59 p.m., March 24, 2025
3/24/2025	Governor	Approved by Governor-Chapter 594 (Effective 07/01/25)
3/24/2025	Governor	Acts of Assembly Chapter text (CHAP0594)



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Public Hearing for Consideration of a Resolution to Adopt the City of Petersburg Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan**

PURPOSE: To adopt the 2025-2029 Consolidated Plan for Community Development Block Grant, which describes the city's 5-year goals related to affordable housing, neighborhood facilities and infrastructure, public services and other community-based needs.

REASON: The consolidated plan is the blueprint for how the City of Petersburg plans to spend its annual funding allocation from the U.S. Department of Urban Development (HUD). This will be the guiding document for the City for CDBG funds from July 1, 2025 to June 30, 2029.

RECOMMENDATION: Approval

BACKGROUND: This Consolidated Plan outlines the needs identified by the community during the annual Hearing of Needs held by the CDBG Advisory Board. Further, it is a collection of data and resources from various sources that outlines the numbers behind the needs of the Petersburg community. Needs were generally identified as improvements to recreation, youth development, job creation, slum and blight, sidewalk and street repair, water upgrades, and support for existing collaborative networks like the Continuum of Care and Social Services.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Resolution Consolidated Plan
2. July 2025 CDBG AB Consolidated Plan Presentation to City Council_ Version II
3. PY2025 to PY2029_FY2026 to FY2030 Consolidated Plan Draft

RESOLUTION OF SUPPORT OF THE CITY OF PETERSBURG COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2025-2029 CONSOLIDATED PLAN

WHEREAS, the City of Petersburg is a designated entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program; and

WHEREAS, HUD requires that entitlement communities prepare and submit a Consolidated Plan every five years to receive continued CDBG funding; and

WHEREAS, the Consolidated Plan for Program Years 2025–2029 (Fiscal Years 2026–2030) sets forth the City's strategy for addressing housing and community development needs, including affordable housing, public facilities and infrastructure, youth and workforce development, green space improvements, and support for vulnerable populations; and

WHEREAS, the City's Department of Planning and Community Development, with input from the Community Development Block Grant Advisory Board, conducted a public engagement process, including a public hearing of needs, stakeholder consultations, and a community-wide survey, to ensure that the Plan reflects the priorities of Petersburg's residents and neighborhoods; and

WHEREAS, the Plan incorporates key strategies aligned with the City's Comprehensive Plan and other regional efforts to improve quality of life, economic opportunity, and equitable access to services and amenities; and

WHEREAS, HUD has recognized the City's capacity and progress in the implementation and management of prior CDBG program years, including timely completion of funded projects and effective engagement with the public and stakeholders; and

WHEREAS, the City Council affirms its commitment to the goals outlined in the Consolidated Plan and supports the use of CDBG funds to advance inclusive and sustainable community development over the next five years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Petersburg, Virginia, that it hereby endorses the PY2025–PY2029 Consolidated Plan and supports the continued application for and use of Community Development Block Grant funding as outlined in the Plan to improve housing, infrastructure, public services, and neighborhood conditions for the residents of Petersburg.

City of Petersburg



**Presentation to City Council
From: the Community Development Block Grant
Advisory Board on the Consolidated Plan**

July 2025

Overview



2025–2029 Consolidated Plan Overview

Community Development Block Grant (CDBG) Program
Department of Planning & Community Development

- *Purpose
- *Objectives
- *Engagement
- *Performance
- *Assessment
- *Trends
- *Coordination
- *Improvements
- *Looking ahead

Purpose of the Consolidated Plan



5-year strategy for community development
(2025–2029)

Aligns with HUD funding for:

- Affordable housing
- Public services & facilities
- Infrastructure improvements
- Informed by public input, advisory board, surveys, and hearings

Key Objectives & Priorities



- Improve parks and recreational spaces
- Support youth development & engagement
- Job creation & economic initiatives
- Infrastructure upgrades (water, sewer, streets)
- Neighborhood revitalization

Community Engagement Process



- Public hearing held March 2025
- Online surveys (40 responses)
- City council/advisory board consultations
- 30-day public comment period
- Notices via newspaper, website, and local venues

Past Performance & Capacity



- Progress in 2023–2024 projects
- HUD acknowledged timely and effective performance
- 2024–2025 projects nearing completion
- Transparent public reporting (CAPER)

Needs Assessment Highlights



- 63% renter occupancy; average housing stock age: 53 years
- 22% of residents in poverty; high unemployment
- Top needs:
 - Financial literacy
 - Youth programming
 - Job training
 - Safe, affordable housing

Housing Market Trends



- 21.5% home price increase (2024)
- Median home value: ~\$240,000
- Demand for:
 - Multi-bedroom units
 - ADA-accessible housing
 - Homeownership support

Coordination & Partnerships



- Collaboration with housing authorities, service providers, and state agencies
- Focus on program coordination and long-term planning

Public Facilities and Improvement



- School modernization and recreation centers
- Emergency services infrastructure upgrades
- Road, sidewalk, and utility improvements
- Park and green space enhancements

Looking Ahead



- Improve public services
- Enhance infrastructure and amenities
- Expand affordable housing stock
- Plan guided by PetersburgNEXT



FIN

CITY OF PETERSBURG VIRGINIA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2025_2029 Consolidated Plan

SUBMITTED BY:

THE DEPARTMENT OF PLANNING
AND
COMMUNITY DEVELOPMENT (PCD)



Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan describes the city's 5-year goals related to affordable housing, neighborhood facilities and infrastructure, public services and other community-based needs. It serves as a blueprint for how the city of Petersburg Virginia plans to spend its annual funding allocation from the U.S. Department of Urban Development (HUD). The plan was developed through a comprehensive process involving the community development block grant advisory board, public hearing of needs and survey. The final draft will be used in allocating Community Development Block Grant (CDBG) funding and will also be used in conjunction with the city's Comprehensive and Strategic Plan. The Consolidated Plan will be effective program years July 1, 2025, through June 30, 2029.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The findings from the public hearing of needs, survey and community meetings did show the following areas of public service for the city to address:

- continued improvement of parks, green spaces and recreational facilities
- youth development programming and activities for youth engagement
- job creation
- slum and blight, sidewalk and street repairs, water, sewer and drainage upgrades
- support for the already existing collaborative networks focused on continuum of care and social services

3. Evaluation of past performance

The Consolidated Annual Performance and Evaluation Report (CAPER) outlines the performance of the City on the administration of the CDBG funded activities for the year. The final report must be submitted to HUD within 90 days following the end of the program year. Prior to submitting the CAPER, the City will obtain comments from the public, including residents and organizations. The City will notify the public regarding the availability of the draft CAPER for public review and comment. The public review and comment period for the CAPER will be no less than 15 calendar days.

The City of Petersburg has made progress in timeliness and with the completion of its program year 2023_fiscal year 2024 projects and activities. The HUD office acknowledged the City of Petersburg Virginia's programmatic accomplishments during PY2023_FY2024 and concluded that the City has the capacity to carry out its community planning and development programs and met reporting requirements. The current program year 2024_fiscal year 2025 projects are making progress and successfully coming to a close.

4. Summary of citizen participation process and consultation process

The CDBG Advisory Board Chair met with city council members in one on one engagements; the advisory board also hosted a public hearing of needs and launched a survey; additionally, potential subrecipients were able to pitch their proposals in a public meeting of the advisory board. The proposed consolidated plan and year 1 annual action plan will be available on a public forum for 30 days for the public to submit comments.

5. Summary of public comments

Comments from the public hearing of needs included references to:

- educational and support services youth
- support for job creation and securing employment such as vocational counseling, skills building and technical training
- improvement and creation of green spaces for family recreation and entertainment
- improving the city's infrastructure and eliminating urban blight

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The Community Development Block Grant (CDBG) will support a range of initiatives outlined in the Consolidated Plan, and year 1 annual action plan. The funds will be utilized to promote sustainable community growth. Funding will prioritize youth development through expanded educational and recreational programs and improvements to parks and recreational facilities, while also enhancing public health and quality of life by improving and increasing access to green spaces. The grant will also support existing Continuum of Care efforts and collaborations that are coordinating services and resources. CDBG funds will support infrastructure improvements, including critical repairs and upgrades to the city's infrastructure, alongside strategic efforts to eliminate urban blight through property revitalization, fostering safer and more vibrant neighborhoods.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PETERSBURG	Planning & Community Development

Table 1 – Responsible Agencies

Narrative

The City of Petersburg Virginia is preparing its Consolidated Plan (Con Plan) for Program Years (PY) 2025-2029 _ Fiscal Years (FY) 2026-2030. The plan outlines goals and objectives for the next five-year period and how CDBG funds will best be used to meet the city's community development needs. The year 1 annual action plan is a part of the consolidated plan.

Consolidated Plan Public Contact Information

City of Petersburg Virginia

Community Development Block Grant Administrator, Department of Planning and Community Development

135 N. Union Street

Petersburg VA 23803

<https://www.petersburgva.gov/2300/Staff-Directory>

1-804-733-2308

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Petersburg VA Consolidated Plan (Con Plan) for Program Years (PY) 2025-2029 _ Fiscal Years (FY) 2026-2030 outlines goals and objectives for the next five-year period and shows how CDBG funds will best be used to meet the city's community development needs. The year 1 annual action plan is a part of the consolidated plan. The City's CDBG Advisory Board hosted monthly meetings and a public "hearing of needs" was held on March 12, 2025. The community development block grant administrator was able to observe city council meeting public comment periods regarding community development matters such as critical home repair and addressing the needs of homeless citizens. A Community Development Consolidated Plan Survey was administered from April 4, 2025 to May 7, 2025; the survey received forty (40) responses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Petersburg, Virginia, employs a multifaceted approach to enhance coordination between public housing providers and health, mental health, and service agencies, aligning with HUD's Consolidated Plan requirements under 24 CFR 91.215(I).

Key Coordination Mechanisms

1. Petersburg Housing Network (PHN): Established in 1991, the PHN is a collaborative platform comprising public and private housing and support service providers. Chaired by the Executive Director of the Petersburg Redevelopment and Housing Authority (PRHA), the network facilitates regular communication and joint planning to address housing and community development needs.

2. Resident Services at PRHA: PRHA offers programs aimed at promoting self-sufficiency and quality of life for residents. These include food pantries, tenant meetings, and community engagement activities, which are supported by partnerships with local organizations and funded through HUD resources.

3. Resident Services Coordination Program by PCDC: The Petersburg Community Development Corporation (PCDC) provides on-site coordinators who assist residents in accessing health, nutrition, education, and employment services. This program emphasizes collaboration with community-based providers to deliver comprehensive support.

4. Community Development Block Grant (CDBG) Program: Administered by the City's Department of Planning and Community Development, the CDBG program involves public hearings and a Citizens

Advisory Board to identify community needs and allocate funds effectively. This process encourages input from various stakeholders, including housing and service providers.

5. Partnership for Petersburg: This state-led initiative brings together local, state, and private entities to address health disparities and improve community well-being. Notable achievements include the establishment of a maternal health hub, expansion of before and after-school care, and the launch of a resource center offering health clinics and telemedicine services.

6. MolinaCares Partnership for Petersburg: MolinaCares, in collaboration with Molina Healthcare of Virginia, has invested over \$430,000 to enhance access to care. Initiatives include creating calming rooms in schools, providing childcare scholarships for single mothers, and supporting programs focused on health literacy and maternal health.

Through these examples of coordinated efforts, Petersburg effectively integrates housing, health, and social services to support its residents, ensuring a holistic approach to community development.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Petersburg, Virginia, collaborates with Continuum of Care (CoC) service providers to address homelessness, focusing on chronically homeless individuals and families, veterans, families with children, and unaccompanied youth. This partnership involves coordinated efforts among local government agencies, nonprofits, and housing authorities to provide comprehensive services and support.

Coordinated Systems and Partnerships

Petersburg is part of the Crater Region, which includes the cities of Petersburg and Hopewell, and several surrounding counties. This region is a member of the Virginia Balance of State Continuum of Care and has been recognized for its effective coordination in addressing homelessness. In 2021, the Crater Region achieved "functional zero" for veteran homelessness, meaning there were fewer veterans experiencing homelessness than could be routinely housed within a month.

The Petersburg Housing Network, established in 1991, serves as the primary coordination mechanism for housing and support services in the city. This network includes public and private sector providers and is chaired by the Executive Director of the Petersburg Redevelopment and Housing Authority (PRHA).

Supportive Housing and Emergency Services

The PRHA administers the Housing Choice Voucher Program (Section 8), which offers rental assistance to qualified families. Additionally, the PRHA has been awarded 15 Emergency Housing Vouchers (EHVs) to assist individuals and families experiencing homelessness, including unaccompanied youth aged 18–24. Eligibility for EHVs requires a referral from the Crater Area Coalition on Homelessness.

Local shelters and crisis services further support these efforts. For instance, the Crisis Assistance Response Emergency Services (CARES) provides emergency shelter for women and children, along with essential supplies and services.

Youth-Focused Initiatives

The Crater Area Coalition on Homelessness has received funding to expand outreach and housing solutions for unaccompanied youth aged 18–24 in Petersburg. This initiative builds upon the Petersburg High School Pilot Program and includes targeted youth outreach, housing solutions, and youth-driven system planning.

Chronic Homelessness and Supportive Housing

The Virginia Housing Trust Fund has awarded grants to support permanent supportive housing for chronically homeless individuals. These grants fund housing stabilization services and case management to assist individuals in maintaining stable housing.

Community Engagement and Grassroots Efforts

Community involvement plays a crucial role in addressing homelessness in Petersburg. A grassroots initiative led to the opening of an overnight men's shelter at 22 North South Street, a building donated by a city council member and renovated with community volunteer support.

Conclusion

Petersburg's coordinated approach, involving local government, housing authorities, nonprofits, and community members, demonstrates a comprehensive effort to address homelessness. Through targeted programs, supportive services, and community engagement, the city strives to meet the needs of its most vulnerable populations.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

N/A. The city of Petersburg VA does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	HOPE Center
	Agency/Group/Organization Type	non-profit food pantry and lunch program Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Economic Development non-profit utilities assistance
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
2	Agency/Group/Organization	Peoples Advantage Federal Credit Union Helping Hands
	Agency/Group/Organization Type	Credit Union Foundation Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Eviction Prevention/Financial Education
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
3	Agency/Group/Organization	The B.R.A.V.E. Project Inc.
	Agency/Group/Organization Type	Services-Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Youth Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.

4	Agency/Group/Organization	JJD Heart Foundation
	Agency/Group/Organization Type	Services-Health Services-Education health and hygiene access Foundation Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs heart health promotion
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
5	Agency/Group/Organization	St. Joseph's Villa/Flagler Housing Resource Center
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
6	Agency/Group/Organization	Elder Homes Inc, VA
	Agency/Group/Organization Type	Housing dba as projectHomes
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Non-Homeless Special Needs Economic Development Community Development Corporation

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
7	Agency/Group/Organization	Virginia Employment Commission Petersburg
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
8	Agency/Group/Organization	Department of Veterans Service
	Agency/Group/Organization Type	Services-Employment Other government - Federal
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
9	Agency/Group/Organization	Rotary Club of Petersburg VA
	Agency/Group/Organization Type	Civic Leaders social welfare organization
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CACH	The focus on strategic resource targeting is an overlap, especially in regards to data driven decision making. The city's strategic plan seeks to increase housing stock, to foster comprehensive services that enable community resilience and foster sustainable development.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

Via collaboration, coordination and participation with the Crater Planning District Commission, the city of Petersburg VA partners with state regional and local partners such as DHCD, DEQ, and DHR to address projects addressing the environment, transportation, recreation, historic preservation and economic development for example.

Narrative (optional):

In addition to the sample of organizations listed here, the City of Peterburg VA CDBG program will align with the "PetersburgNEXT" plan, which is the city's comprehensive plan. The development of the comprehensive plan involved extensive community engagement and collaboration with various stakeholders.

As the primary consulting firm, the Berkley Group led the planning process, conducting a diagnostic report, facilitating community workshops, and drafting the plan's chapters. Their efforts were instrumental in shaping the comprehensive plan.

Collaborating with Berkley Group, the city's school district engaged high school students in interactive activities, such as mapping school routes and creating future land use maps, to incorporate youth perspectives into the planning process.

The City Council and the Planning Commission were actively involved in the consultation process; these governing bodies participated in interviews, bimonthly work sessions, and public hearings to ensure that the plan reflects community input. The CDBG Advisory Board Chair conducted one on one meetings

with members of the Petersburg City Council, to obtain their input regarding the CDBG year one annual action plan potential subrecipients.

The public participated through online surveys, focus groups, open houses, and workshops, providing valuable feedback that influenced the plan's development.

Eight focus group meetings included professionals and experts from various local, regional and state sectors, offering insights into housing, transportation, economic development, and environmental stewardship.

This collaborative approach ensured that the comprehensive plan addressed the diverse needs and aspirations of Petersburg's residents and stakeholders.

The City's Planning and Community Development Department, Community Development Block Grant Administrator and members of the CDBG Advisory Board actively participated in local community coalition and consortium meetings such as the Cameron Foundation's "Partners for Neighborhood Renewal _Poplar Lawn meetings, and the Healthy Start Loving Steps Community Action Network (CAN), which is now called their consortium. There have been meetings with the Department of Social Services, interactions with the Housing Authority and other processes for community engagement have occurred.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

On Wednesday, March 12, 2025, the CDBG Advisory Board hosted a public hearing of needs in accordance with its citizen participation plan. The hearing of needs event was advertised in the local Progress Index newspaper and on the city's website and social media. Notices were posted in the library and local area public spaces such as cafes and coffee shops. The event was hosted at the Virginia Community resource Centers, which is centrally located in the city and easily accessible by public transportation. Persons that required special accommodation were instructed to contact the city's CDBG administrator in advance of the event.

This public hearing of needs served to inform the advisory board recommendations to city council, and enabled citizens to express their views and concerns. The intention behind the event was to ensure a thorough consideration of all perspectives and potential impacts

Demo

Citizen Participation Outreach

Consolidated Plan

PETERSBURG

16

OMB Control No: 2506-0117 (exp. 09/30/2021)

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendanc e	Summary of comment s receive d	Summary o f comments not accepted and reason s	URL (If applicable)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	23	Citizens in attendance at the Petersburg VA CDBG Public Hearing of Needs shared that it is their hope that CDBG funding is administered in a manner in which recipients of services may be able to recognize	N/A	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				their personal dignity. Some areas of concern included educational support services and assistance for students from pre-K onward, especially in the areas of science, technology, and mathematics, in		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				addition to vocational programs for example. Improvements to facilities such as schools, parks and public spaces. The city's infrastructure and the elimination, or remediation of blight		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				were also mentioned.		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Survey	Non-targeted/broad community	40 Responses	Affordable housing and the need for activities for youth and families (such as accessible parks, green spaces and recreational facilities) stood out as top comments, in addition to addressing	N/A	https://forms.office.com/Pages/AnalysisPage.aspx?AnalyzerToken=jnHAHtXvt3ffQQR5PkFaXDYN2la1uEpN&id=d0pdkRGCakWXpDE1-znEKrWSapaSiVNBmXJZ-ghmWklUOTVVQ0d

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				g crime, and slum/blight. Job creation and affordable child care were also top concerns.		

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Housing and economic stability were areas of concern, in addition to the environment and infrastructure. Approximately 82% of the city's 17,941 housing units are occupied, with 63% being renter-occupied, according to the Virginia Tech study. The study also showed that 22.2% of residents live in poverty, and the unemployment rate is higher than the state average.

These assessments identified a need for financial literacy programs to support families with navigating credit, debt management, savings, investments and home ownership.

The results loosely align with the findings from the public hearing of needs, the survey and community meetings, which showed the following areas of need to be addressed:

- continued improvement of parks, green spaces and recreational facilities
- youth development programming and activities for youth engagement
- job creation
- slum and blight, sidewalk and street repairs, water, sewer and drainage upgrades
- support for the already existing collaborative networks focused on continuum of care and social services

Comments from the public hearing of needs included references to:

- educational and support services youth
- support for job creation and securing employment such as vocational counseling, skills building and technical training
- improvement and creation of green spaces for family recreation and entertainment
- improving the city's infrastructure and eliminating urban blight

The Community Development Block Grant (CDBG) program intends to support initiatives that improve the quality of life, and economic stability of the city's residents.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The city of Petersburg is experiencing shifts in the affordability of the housing market, due to rising home prices and increased rents. In the past year, the city experienced a 21.5% increase in home sale prices. In spite of this trend, homeownership is more affordable than in neighboring localities. However, LMI renters may be feeling a strain. In addition to rent increases, the housing stock in Petersburg averages 53 years in age, contributing to high maintenance costs and management challenges.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	32,125	30,790	-4%
Households	12,805	13,230	3%
Median Income	\$31,798.00	\$43,029.00	35%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,490	2,135	3,420	1,530	2,660
Small Family Households	1,020	630	955	630	955
Large Family Households	100	180	125	75	65
Household contains at least one person 62-74 years of age	810	525	700	280	945
Household contains at least one person age 75 or older	469	285	375	170	235
Households with one or more children 6 years old or younger	395	369	385	150	155

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	45	0	65	10	120	20	0	0	0	20
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	10	40	10	60	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	30	60	30	35	155	4	30	0	20	54
Housing cost burden greater than 50% of income (and none of the above problems)	1,760	385	90	0	2,235	360	255	20	25	660

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	265	510	565	4	1,344	100	330	210	90	730
Zero/negative Income (and none of the above problems)	160	0	0	0	160	60	0	0	0	60

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,830	450	220	50	2,550	385	285	20	45	735
Having none of four housing problems	995	735	2,065	865	4,660	280	660	1,115	565	2,620
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	615	300	34	949	160	150	80	390
Large Related	45	50	20	115	0	40	10	50
Elderly	540	185	100	825	240	170	115	525
Other	895	370	525	1,790	74	230	25	329
Total need by income	2,095	905	679	3,679	474	590	230	1,294

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	135	135	130	55	0	185
Large Related	0	0	0	0	0	0	0	0
Elderly	415	115	0	530	175	65	20	260
Other	0	775	135	910	70	0	0	70
Total need by income	415	890	270	1,575	375	120	20	515

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	30	70	55	35	190	4	4	0	4	12

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	0	15	0	15	0	30	0	15	45
Other, non-family households	0	0	0	10	10	0	0	0	0	0
Total need by income	30	70	70	45	215	4	34	0	19	57

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

It is estimated that 41% of households in the City of Petersburg are considered single person households. A significant number of these single person households are seniors aged 65 or older, living on a fixed income and having increased healthcare expenses.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

The census.gov, reveals that approximately 16.8% of individuals under 65 in Petersburg have a disability. The Petersburg VA Redevelopment Housing Authority Reports that in their managed public housing, 11.59% of units are designated for disabled residents. Additionally, the Housing Authority has been awarded 15 emergency housing vouchers (EHVs) to assist individuals and families experiencing homelessness, including those fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking.

What are the most common housing problems?

Infestations, inadequate heating and cooling systems, unfair housing practices, illegal evictions, blighted properties (approximately 18% of the city's housing units are unoccupied/vacant), criminal activity, absentee landlords, older housing stock with outdated plumbing and electrical systems... Residents report problems such as foundation issues, roofing, and drainage.

Are any populations/household types more affected than others by these problems?

Low to moderate income persons are the most affected, whether they are elderly, disabled or parenting households. With a poverty rate hovering around 30%, many Petersburg residents struggle to afford decent housing. The combination of low income and high housing costs forces many individuals and families to live in substandard conditions or overcrowded situations. Affordable housing options are limited, and the demand for assistance often exceeds availability.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Children age 5 and under experience poverty at a rate of 26.8%. Youth 16-17 experience poverty and risk of homelessness at a rate of 47.3%. Many Low-income households rent; 74.3% of families below poverty level rent. Lack of employment opportunities, high medical expenses, rental expenses higher than 30% of income, and emergencies may lead this population to not pay rent. Each household has unique circumstances causing housing instability.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Petersburg defines at-risk groups as individuals and families facing housing instability due to various socio-economic factors. The city's methodology combines federal definitions, local data collection, and community engagement to assess needs and allocate resources effectively.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

There has been a recent uptick in housing development in certain areas of Petersburg, yet there are still concerns that this growth may lead to gentrification. As property values rise, long-term residents, particularly those with fixed incomes, may be displaced, exacerbating existing affordability issues. Ensuring that new developments include affordable housing options is crucial to prevent further socioeconomic divides.

Discussion

Petersburg's housing challenges are multifaceted, involving a combination of blighted properties, substandard living conditions, aging infrastructure, affordability issues, and limited resources for maintenance and enforcement. Addressing these problems requires a coordinated effort from local, state, and federal entities, as well as community involvement, to ensure that all residents have access to safe, decent, and affordable housing.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

In Petersburg, Virginia, housing and community development challenges disproportionately affect Black residents. Petersburg's population is predominantly Black or African American, comprising approximately 77.3% of residents, with White residents making up about 16.6%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,585	910	0
White	335	75	0
Black / African American	2,100	775	0
Asian	10	10	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	70	45	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,575	555	0
White	205	85	0
Black / African American	1,250	470	0
Asian	8	0	0
American Indian, Alaska Native	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	0	0	0
Hispanic	100	0	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,015	2,400	0
White	155	440	0
Black / African American	680	1,865	0
Asian	0	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	90	45	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	190	1,340	0
White	25	225	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	145	945	0
Asian	0	4	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	20	30	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Black residents in Petersburg face compounded challenges related to housing, economic stability, and health, stemming from systemic inequities. Addressing these disparities requires targeted community development efforts, equitable housing policies, and comprehensive support services to ensure all residents have access to safe, affordable, and healthy living conditions.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The majority (over 75%) of the city's citizens in Petersburg make up a homogeneous group. As a group they face significant housing challenges. 1 in 5 of the majority group live below the poverty line. This group of residents has lower homeownership rates. Housing conditions that are substandard impact this group of residents disproportionately; this includes conditions that may pose health and environmental risks.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,215	1,275	0
White	245	160	0
Black / African American	1,850	1,030	0
Asian	10	10	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	40	75	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	735	1,395	0
White	55	235	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	640	1,080	0
Asian	0	8	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	45	55	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	240	3,180	0
White	25	565	0
Black / African American	150	2,405	0
Asian	0	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	65	70	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	95	1,430	0
White	10	235	0
Black / African American	65	1,025	0
Asian	0	4	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	20	30	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

A majority group of residents in Petersburg experience a disproportionately greater need for safe, affordable, and quality housing compared to the general population, reflecting system and infrastructure challenges that persist across economic, health, and community development dimensions. There is a need for greater investment in infrastructure and community development, regarding improvements to neglected housing stock and limited supportive services.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Existing data on the city's housing cost burden suggests that a significant portion of households face affordability challenges. Statewide, approximately 30% of households are considered "cost-burdened," meaning they spend more than 30% of their income on housing expenses. This issue is particularly acute small localities such as the city of Petersburg VA.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	7,825	2,200	2,965	235
White	1,360	405	300	30
Black / African American	5,865	1,585	2,470	195
Asian	170	8	10	10
American Indian, Alaska Native	14	0	25	0
Pacific Islander	0	0	0	0
Hispanic	255	110	120	0

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

In respect to the statewide trends, it's reasonable to infer that Petersburg residents, especially those with lower incomes, experience significant housing cost burdens. Factors contributing to this include limited affordable housing options, economic disparities, and rising housing costs. Addressing these challenges requires targeted policies and investments to improve housing affordability and availability in the region.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

As of the most recent data, the median household income in Petersburg, Virginia, is approximately \$44,890. However, income levels vary significantly across different racial and ethnic groups within the city. Keep in mind that a household of 7 with an income of \$44,890 would be below the poverty line regardless of race or ethnicity. According to [beautifydata.com](https://www.beautifydata.com), Black residents have the lowest median, average and per capita income than any other identified group.

If they have needs not identified above, what are those needs?

To improve income outcomes for residents in Petersburg, the city must implement a comprehensive, opportunity-focused economic development strategy. This includes improving education k-12 and college and/or workforce development, entrepreneurship/small business investment and technical support, housing stability and homeownership access, healthcare, and support systems—all rooted in community engagement and culturally responsive planning.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

N/A. According to the U.S. Census Bureau, as of 2023, approximately **77.3%** of the city's population is homogeneous. Census tracts 8109 and 8110 lack readily available income data and may not be considered as low - moderate income (LMI) areas.

NA-35 Public Housing – 91.205(b)

Introduction

For detailed information or to address specific concerns, contacting the Petersburg Redevelopment and Housing Authority directly is recommended. They can provide the most current data and resources regarding accessible housing options and waiting lists.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	344	688	99	586	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	10,612	12,976	10,689	13,331	0	0	
Average length of stay	0	0	7	5	4	6	0	0	

Consolidated Plan

PETERSBURG

40

Demo

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Household size	0	0	2	2	1	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	102	114	42	72	0	0
# of Disabled Families	0	0	67	178	47	131	0	0
# of Families requesting accessibility features	0	0	344	688	99	586	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	14	23	8	15	0	0	0
Black/African American	0	0	329	665	91	571	0	0	0

Consolidated Plan

PETERSBURG

41

Demo

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Asian	0	0	1	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	19	21	6	15	0	0	0
Not Hispanic	0	0	325	667	93	571	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Specific data on the needs of public housing tenants and applicants on the waiting list for accessible units in Petersburg, Virginia, is not publicly available. However, based on general trends and the requirements outlined in Section 504 of the Rehabilitation Act of 1973, we can infer several key needs: increased availability of accessible units, timely access to accessible housing, and adequate housing for diverse disabilities. Beyond structural accessibility, tenants may require reasonable accommodations or modifications to fully utilize their housing. This could include changes to policies or physical alterations to units to meet the specific needs of individuals with disabilities.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Petersburg Redevelopment and Housing Authority (PRHA) manages approximately 1,151 public housing units. PRHA administers 988 Housing Choice Vouchers (formerly Section 8), providing rental assistance to low-income families in the private rental market. The majority of households in these programs are headed by females (87%) and are predominantly Black (98%). With a significant portion of the population earning less than 30% of the Area Median Income (AMI), there is a pressing need for more affordable and accessible housing options. There is a demand for larger units, particularly two- and three-bedroom apartments, to accommodate families. Overcrowding in smaller units is a concern. Many residents require access to support services, including job training, childcare, and transportation assistance, to improve their quality of life and achieve self-sufficiency. The PRHA has been awarded 15 Emergency Housing Vouchers (EHVs) to assist individuals and families experiencing homelessness or fleeing domestic violence.

How do these needs compare to the housing needs of the population at large?

The median income for households in public housing and those receiving Section 8 assistance is significantly lower than the city's overall median income. This highlights the economic challenges faced by these residents. The general population also faces housing affordability issues, with a significant percentage of households spending more than 30% of their income on housing. However, the challenges are more acute among public housing residents and voucher holders. While the general population may possibly have better access to support services, residents of public housing and voucher holders often face barriers to accessing these services, exacerbating their housing and economic challenges.

Discussion

The immediate needs of public housing residents and Housing Choice Voucher holders in Petersburg are multifaceted, encompassing the need for affordable and accessible housing, larger family-sized units, support services, and emergency housing assistance. These needs are more pronounced compared to the general population, underscoring the importance of targeted policies and investments to address these disparities.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Petersburg, Virginia, is actively addressing homelessness through community advocacy and non-profits that are supporting the existence of emergency shelters continuum of care services. Please refer to the published results of the Crater Area Coalition on Homelessness, Point-in-Time counts, and shelter data: <https://www.homewardva.org/point-in-time-count>. What stands out in this report is that 45% of individuals identified as experiencing homelessness were over 55 years old, highlighting a growing trend of older adults being affected by displacement. Families with minor children accounted for 5.5% of the identified homeless. Economic hardship and housing loss are leading causes of homelessness, according to those surveyed as part of the PIT count. Approximately 50 percent of respondents cited cost of housing, unemployment, or eviction as the primary reason they are experiencing homelessness. Additionally, more than 25 percent stated that the breakdown of a family or relationship was their primary cause for homelessness.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days those persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

- Chronically Homeless Individual and Families: Individuals (or families) with a disabling condition who have been continuously homeless for at least 12 months or experienced at least four episodes of homelessness in the past three years.
- Families with children: Households with at least one adult and one child under 18 experiencing homelessness.
- Unaccompanied youth: Individuals under age 25 who are not part of a family unit or who are parenting alone.
- Victims of domestic violence: Individuals or families fleeing domestic violence, dating violence, sexual assault, or stalking.
- Veterans: Individuals with prior military service experiencing homelessness.

Demo

- Unsheltered homeless: Individuals living in places not meant for habitation (cars, tents, streets).
- Individuals at imminent risk of homelessness: People who are at risk of losing their housing within 14 days and have no subsequent residence or resources to obtain housing.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments:

See the Crater Area Coalition on Homelessness

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Specific data on the racial and ethnic breakdown of the homeless population in Petersburg is limited, available information indicates that Black and Hispanic residents are disproportionately affected by homelessness. Addressing these disparities requires targeted interventions, increased data collection, and community-driven solutions to ensure the opportunity to access housing and support services. Please contact the Crater Area Coalition on Homelessness for additional information.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The January 2025 Point-in-Time (PIT) count recorded 660 individuals experiencing homelessness in the region. While homelessness is a regional concern, with potential racial disparities affecting the broader area, homelessness in Petersburg, Virginia, disproportionately affects Black and Hispanic residents, reflecting broader regional and national disparities. While comprehensive, up-to-date racial and ethnic breakdowns specific to the homeless population in Petersburg are limited, available data and regional trends provide insight into these disparities.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

CARES, Inc.: Operates two shelters with a total of 42 beds, serving approximately 1,500 individuals annually. South Dunlop Street Shelter: A grassroots initiative led by Pat Hines, offering overnight shelter for up to 15 men during the winter. The shelter operates with donations and volunteer support. In Petersburg, the combination of limited shelter capacity and the high number of unsheltered individuals underscores the need for expanded services and resources. Community advocacy groups continue to

push for increased support, including the establishment of additional shelters and long-term housing solutions, to address the ongoing homelessness crisis in Petersburg.

Discussion:

Petersburg is making concerted efforts to address homelessness through shelters, supportive services, and community advocacy. However, challenges persist, including limited shelter capacity and high eviction rates. Continued collaboration among city officials, nonprofit organizations, and community members is essential to develop sustainable solutions and ensure that all residents have access to safe and stable housing.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

In Petersburg, Virginia (ZIP codes 23803 and 23805), "special needs" populations encompass various groups with unique characteristics that influence urban planning and community development. Understanding these characteristics is crucial for effective planning and development of services that meet the needs of special needs populations in Petersburg.

Describe the characteristics of special needs populations in your community:

Disability prevalence: Approximately 16.8% of individuals under age 65 report having a disability. The school district reports serving 431 students with disabilities in the 2023-2024 school year (this accounts for 9.6% of enrollment). Disabilities includes persons living with intellectual and developmental (IDD) needs.

Age distribution: 23% of the city's population is under 18 years of age. 17% is 65 and over. these age groups have specific needs related to education, healthcare and social services.

Education attainment: 87.0% of residents aged 25 and over have a high school diploma or higher, and 25.0% hold a bachelor's degree or higher. In the school district, 310 students (approximately 6.8%) are English learners, indicating a need for language support services.

Economic disadvantage: A significant portion of the population faces economic challenges. 21.1% of residents live below the poverty line. In the school district, 2,179 students (approximately 47.6%) are economically disadvantaged.

Mental health: The Virginia Well Being dashboard reports that 22.8% of Virginia adults have a diagnosed mental illness. The US News and World Report suggests that approximately 18.7% of adults in Petersburg report frequent mental distress; the report uses sources such as the CDC's Behavioral Risk Factor Surveillance System (BRFSS).

Substance use disorder is often associated with mental health. There may be a need for more targeted and connected services to support this population.

Formally incarcerated persons: While precise current figures for formally incarcerated citizens in Petersburg are not available, regional insights suggest that a notable portion of the city's population may have been impacted by incarceration. According to a July 2022 prison policy initiative report, the city of Petersburg VA is missing a large share of its population to incarceration with an incarceration rate of 1632 per 100,000. This underscores the importance of targeted reentry and support services to assist

individuals that may transition back into the community, and the families/loved ones that support them (or in some cases are supported by...).

Foster care and family support: The city's Resource Family Program focuses on recruiting and supporting foster, adoptive, and kinship caregivers to maintain children's connections within their communities. This initiative aims to reduce the trauma associated with foster care placements and strengthen community networks. For more detailed information, visit <https://www.petersburgva.gov/328/Permanency>.

Data sources: vpm.org/news/2022-07-14/report-; prisonpolicy.org/origin/va/2020/report.html; city-data.com; d19csb.com; and petersburgva.gov.

What are the housing and supportive service needs of these populations and how are these needs determined?

The housing and supportive service needs of special needs populations in Petersburg, VA (ZIP codes 23803 and 23805), are shaped by socioeconomic vulnerabilities, health disparities, and system structure regarding access to opportunity. These needs are assessed through a combination of local data collection, federal mandates, community input, and service provider feedback. Key housing and supportive needs are affordable and accessible housing is also safe and stable for low to moderate income persons and families, person with disabilities, seniors ... The drivers of this need are a poverty rate of 21.1%, limited low-moderate income housing stock, and a 16.8% disability prevalence. Ways to support this need are establishing more ADA compliant housing units, creating rent subsidies and providing emergency and transitional housing with a continuum of care (CoC) plan. Adjacent needs include permanent supportive housing (PSH), support for serious mental illness, support for substance use disorders, in-home support services for persons with physical and/or cognitive disabilities, transportation services (this is critical for accessing employment opportunities, medical care, fresh produce etc.). These needs are determined by community health assessments, school system data, point in time counts, public housing authority plans, state and regional health and human services data and other community based surveys and focus groups.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

As of the most recent data, the Richmond-Petersburg Metropolitan Statistical Area (MSA), which includes Petersburg, Virginia, has an estimated 355 individuals living with HIV, equating to a prevalence rate of approximately 1.28% of the population. This rate is notably higher than the state average of 0.4%. According to the Virginia Department of Health and CDC websites, the following statements are true: Gender Distribution: The majority of individuals living with HIV are male, consistent with broader national trends. Age Group: The highest burden of HIV is observed in individuals aged 50 and older, reflecting both historical diagnoses and challenges in later-life testing and care. Ethnicity: Black or African American individuals are disproportionately affected by HIV in Virginia, including the Petersburg

area. Transmission Risk: The most commonly reported mode of transmission is male-to-male sexual contact (MSM). Some available supportive services for families include: Central Virginia Health Services: Offers a range of services, including HIV testing, prevention education, PrEP (Pre-Exposure Prophylaxis), medication adherence counseling, and case management; and, Free STD Testing Clinics: Provide confidential, same-day HIV testing and counseling, contributing to early detection and linkage to care.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

N/A

Discussion:

Based on the analysis above, a comprehensive discussion about the special needs of Petersburg, Virginia—particularly in the context of community development and planning—should address the intersection of poverty, disability, housing instability, aging, health, and barriers to opportunity. Community development in Petersburg must take on a holistic approach that ensures data driven, locally informed decisions with ongoing community engagement opportunities.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The public school system has an aging infrastructure with decades old school buildings that are in need of repairs and modernization, technology upgrades and safety improvements. Police and fire station upgrades for the improvement of staff retention which will boost public safety and improve the emergency response infrastructure. There is a need for community recreation centers, spaces for youth programming, job training, senior services and event spaces, in addition to well-maintained outdoor recreation areas; the city is focused on improving its parks facilities (and green spaces). There is also a plan in place to improve and develop new medical facilities/health clinics.

How were these needs determined?

These needs were determined based on a review of recent trends, community assessments, and public planning reports.

Describe the jurisdiction's need for Public Improvements:

Improvements to the public transportation infrastructure are on the radar with a focus on safe streets for all (roads, sidewalks, curb ramps, street lighting, traffic lights, speed bumps, improved signage...), bus shelters, and the provision of transportation to green groceries, medical appointments and employment centers for example. The city is also aware that its water, sewer line and watershed infrastructure is an aging system that is the cause of service disruptions, stormwaters drainage issues and requires green infrastructure solutions, especially for flood prone areas. Note: updates to parks/green spaces also falls under public improvements and beautification. The city is still diligently working to eliminate slum and blight through its code enforcement activities. See the city's capital improvement plan for more information about both public facilities and public improvement projects in the works.

How were these needs determined?

These needs were determined based on a review of recent trends, community assessments, and public planning reports.

Describe the jurisdiction's need for Public Services:

The City of Petersburg, Virginia, faces deep-rooted and multifaceted challenges that create a strong need for expanded and improved public services; public services are operational programs that support

meeting essential needs for citizens. These needs may be shaped by economic distress/or poverty, aging, etc. and include services such as critical home repair, food pantry, utilities assistance, credit counseling, rent subsidies, youth programming, maternal/child health and family support services for example. Public services in Petersburg are critical for community health, safety, equity, and quality of life. Strategic investment in public services—especially those that are community-based and culturally competent—will be essential to the city's long-term revitalization.

How were these needs determined?

Based on the city's Community Development Advisory Board's public hearings on need, the need for public services is great. Approximately 58.33% of the responses to a call for CDBG subrecipient applications were for public service projects and activities.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market in Petersburg, Virginia, has experienced significant growth and transformation in recent years, driven by factors such as affordability, proximity to urban centers, and increased investment in housing stock. The housing market in Petersburg, Virginia, has experienced significant growth and transformation in recent years, driven by factors such as affordability, proximity to urban centers, and increased investment in housing stock. Market Activity: Homes in Petersburg are selling more quickly, with Redfin noting an average of 43 days on the market in February 2025, up from 22 days the previous year. This indicates a somewhat competitive market, with some homes receiving multiple offers. Affordability: Compared to neighboring areas like Richmond, Petersburg offers more affordable housing options, attracting buyers seeking lower entry costs. As noted by the Richmond Times-Dispatch, Petersburg's home prices have increased by 135% since 2020, the highest percentage increase among over 3,000 counties nationwide. Proximity to Urban Centers: Petersburg's location near Richmond provides residents with access to urban amenities while maintaining a more suburban lifestyle, appealing to families and professionals. Investment in Housing Stock: The city has seen a surge in both new construction and home renovations. In 2024, there were 128 new homes under construction and 70 homes undergoing renovation, indicating a robust investment in the housing sector. Single-Family Homes: These properties dominate the market, with significant year-over-year price increases. For instance, the median price for 1-bedroom homes rose by 46.9%, while 4-bedroom homes saw a 15.9% increase. Inventory Levels: As of early 2025, there were 170 homes for sale in Petersburg, ranging from \$5,500 to \$1 million. The median listing price was \$240,000, reflecting a 9.9% increase from the previous year. Sale-to-List Price Ratio: Homes in Petersburg are selling for approximately 98.5% of the listing price, indicating that while the market is competitive, buyers may still negotiate below asking prices. Days on Market: The average time for homes to sell has increased to 43 days, up from 22 days the previous year, suggesting a slight cooling in the market. The Petersburg housing market is expected to continue its growth trajectory, driven by ongoing investments in housing, its strategic location near Richmond, and its appeal to buyers seeking affordable options. However, potential challenges include maintaining housing affordability amidst rising prices and ensuring that infrastructure keeps pace with development. Sources for this information: wtvr.com; realtor.com; Zillow.com; rocket.com; #richmondtimesdispatch at Richmond.com; and redfin.com.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

As per the office of the city assessor, the goal of the biennial reassessment is to apply real estate mass appraisal methodologies, standards, and strategies to ensure that the real estate parcels are valued at the market rate. The City of Petersburg has approximately 15,000 parcels (residential, commercial, industrial, and agricultural). For residential properties (1 - 4 RES units), we are assessing based on the square footage, location, age/effective age, size, and condition. Please keep in mind we are conducting our assessment from the exterior of the home over 95% of the time. The city does not track the availability of residential properties (vacant/occupied) and the quality of stock as our inspections are done from the outside. The last reassessment was effective July 1, 2024 (FY2025), with the average residential home value of \$200,000 (10,734 residential structures). 10,125 Single Family Residence; 542 Duplex/2 Units; 36 Triplex/3 Units; 31 Quadraplex/4 Units. All residential properties (excluding land only parcels) increased \$52,558,000 from the FY2023 reassessment. All residential properties (including land only parcels) increased \$55,451,500 from the FY2023 reassessment. As of 2021, there has been 141 new constructed parcels. As of 2021, there has been 961 renovated (like new) parcels. 166 residential parcels built between 2001 – 2025. 608 residential parcels built between 1981 – 2000. 3,031 residential parcels built between 1961 – 1980. 3,602 residential parcels built between 1941 -1960. 1,199 residential parcels built between 1921 – 1940. 1,101 residential parcels built between 1900 – 1920. 1,027 residential parcels built 1899 and older.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	8,550	52%
1-unit, attached structure	920	6%
2-4 units	2,295	14%
5-19 units	1,940	12%
20 or more units	2,330	14%
Mobile Home, boat, RV, van, etc.	310	2%
Total	16,345	100%

Table 26 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	490	6%
1 bedroom	110	2%	2,170	26%
2 bedrooms	755	16%	3,070	36%
3 or more bedrooms	3,905	82%	2,730	32%

	Owners		Renters	
	Number	%	Number	%
Total	4,770	100%	8,460	100%

Table 27 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City of Petersburg, Virginia, offers a variety of housing assistance programs through federal, state, and local initiatives to support low- to moderate-income families, seniors, individuals with disabilities, and veterans. These programs aim to provide affordable rental and homeownership opportunities, as well as specialized support for vulnerable populations. The Petersburg Redevelopment and Housing Authority (PRHA) manages approximately 310 public housing units across two family developments: Pecan Acres Estates and Pin Oaks Estates. These units are available to low-income families, the elderly, and persons with disabilities. Eligibility is determined based on annual gross income, family composition, and U.S. citizenship or eligible immigration status. PRHA administers 837 Housing Choice Vouchers (HCV), also known as Section 8, which provide rental assistance to eligible families seeking quality, affordable housing in the private rental market throughout Petersburg. Additionally, PRHA has been awarded 15 Emergency Housing Vouchers (EHV) to assist individuals and families experiencing homelessness or fleeing domestic violence. PRHA manages 38 units of rental housing that are part of the Low-Income Housing Tax Credit program, which provides affordable rental housing to low-income households. RHA oversees 100 units in a HUD Section 202 program, which provides rental assistance for low-income elderly individuals. These units are designed to meet the unique needs of seniors, offering affordable housing options with supportive services. Through the Virginia Down Payment and Closing Cost Assistance (DPA) program, PRHA provides grants to lower-income, first-time homebuyers for the purchase of their primary residence. The program targets households with incomes not exceeding 80% of the Area Median Income (AMI), as determined by the U.S. Department of Housing and Urban Development (HUD). The housing assistance programs in Petersburg primarily target the following income levels: Extremely Low Income (30% of AMI): Households earning up to 30% of the Area Median Income. Very Low Income (50% of AMI): Households earning up to 50% of the Area Median Income. Low Income (80% of AMI): Households earning up to 80% of the Area Median Income. These programs serve various family types, including: Families with children; Elderly individuals; Persons with disabilities; Veterans; and Individuals and families experiencing homelessness.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Some of Petersburg's affordable housing units are aging and may require significant repairs or renovations. For instance, the Petersburg Redevelopment and Housing Authority (PRHA) has previously considered the demolition or disposition of units due to issues like lead-based paint, asbestos, and structural concerns. While no specific units have been identified for demolition at this time, ongoing

maintenance and modernization needs could pose challenges to maintaining the current inventory. The local housing market in Petersburg has experienced price increases, with the median sale price of homes rising by 17.9% year-over-year as of February 2025. While this indicates a growing market, it also raises concerns about the potential for displacement if affordable units are converted to market-rate housing.

Does the availability of housing units meet the needs of the population?

No.

Describe the need for specific types of housing:

Accessible, low maintenance, ADA compliant units for the elderly and those experiencing physical mobility challenges. Overcrowding is a concern; there is a need for multiple bedroom units, especially for households raising young children. Affordability overall is a major concern, especially for persons living on a fixed income or on a low to moderate income. Supportive and transitional housing. Last, but far from least is a need for home ownership opportunities to create generational wealth.

Discussion

Stakeholders in Petersburg will need to engage with local housing authorities and community organizations to advocate for the preservation of affordable housing and to stay updated on any potential changes. They will need to support policies that incentivize the maintenance and development of affordable housing, such as extending the duration of affordability requirements in low income housing tax credit (LIHTC) projects and ensuring adequate funding for public housing modernization. In Petersburg, Virginia, the need for specific types of housing reflects the city's demographic composition, economic challenges, and shifts in population. These needs are critical to shaping future housing policy, development incentives, and community revitalization strategies. Targeted investments in these housing types can directly address housing insecurity, support vulnerable residents, and contribute to neighborhood revitalization.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The housing market in Petersburg, Virginia, has experienced significant growth in recent years, driven by its relative affordability compared to neighboring Richmond and a surge in investment in residential properties. As of early 2025, the median home sale price has risen to approximately \$237,000—a year-over-year increase of over 20%—while rents have also climbed, with median monthly rents approaching \$1,322. Despite these increases, the city remains more affordable than much of the region, attracting first-time buyers and investors. However, this rapid appreciation creates challenges for low- and moderate-income households, many of whom are rent-burdened or priced out of homeownership. The gap between Area Median Income (AMI), Fair Market Rents (FMR), and actual market rents underscores the growing need for targeted affordable housing strategies, including the production of low-cost rental units, preservation of aging housing stock, and expanded access to down payment assistance.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	111,900	111,800	(0%)
Median Contract Rent	657	752	14%

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	1,675	19.8%
\$500-999	5,345	63.2%
\$1,000-1,499	1,240	14.7%
\$1,500-1,999	135	1.6%
\$2,000 or more	64	0.8%
Total	8,459	100.0%

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	1,160	No Data
50% HAMFI	3,340	1,300
80% HAMFI	6,575	2,710
100% HAMFI	No Data	3,337
Total	11,075	7,347

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 31 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

Yes. Extremely low, low and moderate income households are struggling. The high rate of evictions testifies to this fact.

How is affordability of housing likely to change considering changes to home values and/or rents?

The cost of housing is rising. In addition, the cost to repair and maintain housing units is also increasing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

While the area median rent AMR in Petersburg is slightly below the fair market rents FMRs, it still exceeds the affordability threshold for many low-income households. For instance, a household earning 50% of the area median income AMI (approximately \$26,000 annually) would find it challenging to afford the median 2-bedroom rent of \$1,322, as it exceeds 30% of their income.

Discussion

The discrepancy between the AMR and FMR in Petersburg highlights the need for a multifaceted approach to affordable housing. By aligning housing policies with the actual market conditions and focusing on the needs of low-income residents, Petersburg can develop a more effective and fair housing strategy.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The housing stock in Petersburg, Virginia, reflects a mix of aging structures and increasing housing challenges. A significant portion of the city's housing was built before 1980, indicating potential issues with outdated infrastructure, lead-based paint, and energy inefficiency. Many homes show signs of deterioration due to deferred maintenance and limited reinvestment, particularly in lower-income neighborhoods. Vacancy rates are higher than the state average, contributing to blight and decreased property values in some parts of the city. Despite these challenges, there are opportunities for revitalization through targeted investment, historic preservation efforts, and affordable housing initiatives aimed at improving overall housing conditions and stabilizing communities.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

In accordance with federal and state housing standards, particularly those set by the U.S. Department of Housing and Urban Development (HUD) and the Virginia Housing Development Authority (VHDA),

Standard Condition in Petersburg is a housing unit is considered in standard condition if it meets all applicable local and state building codes and housing quality standards. This includes functional major systems such as plumbing, electrical, heating, and structural components. Units in standard condition are deemed safe, sanitary, and habitable without the need for significant repairs.

Substandard Condition but Suitable for Rehabilitation is a unit is classified as substandard but suitable for rehabilitation if it has deficiencies that pose health or safety hazards but can be corrected through rehabilitation efforts. These deficiencies may include issues like faulty wiring, plumbing leaks, or structural damage. Rehabilitation is considered feasible if the cost of repairs is economically justifiable and the property can be restored to a standard condition, ensuring long-term habitability and compliance with housing quality standards

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	1,540	32%	3,835	45%
With two selected Conditions	20	0%	40	0%
With three selected Conditions	0	0%	60	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	3,210	67%	4,530	54%
Total	4,770	99%	8,465	100%

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	215	5%	1,420	17%
1980-1999	465	10%	1,715	20%
1950-1979	2,995	63%	3,440	41%
Before 1950	1,095	23%	1,885	22%
Total	4,770	101%	8,460	100%

Table 33 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,090	86%	5,325	63%
Housing Units build before 1980 with children present	455	10%	85	1%

Table 34 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 35 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

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Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

In Petersburg, Virginia, a significant portion of the housing stock poses lead-based paint hazards, particularly affecting low- and moderate-income families. Approximately 87% of the city's housing units

were built before 1979, a period when lead-based paint was commonly used. Given that older homes are more likely to contain lead paint, it's reasonable to estimate that a substantial number of these units harbor lead hazards. Furthermore, many of these older homes are occupied by low- and moderate-income households, who are at higher risk due to factors such as limited resources for maintenance and renovation. This situation underscores the urgent need for targeted interventions to mitigate lead exposure risks in these vulnerable communities.

Discussion

To repeat the need: Petersburg, Virginia, faces substantial housing challenges tied to its aging and often deteriorated housing stock. A large percentage of homes were built before 1980, making them vulnerable to issues like structural decay, outdated systems, and lead-based paint hazards. Many of these units are in substandard condition but remain suitable for rehabilitation, particularly in low-income neighborhoods where resources for upkeep are limited. Both owner-occupied and rental properties show significant need for repair and investment to meet modern safety and quality standards. An estimated high number of low- and moderate-income families reside in units with potential lead-based paint risks, reinforcing the importance of targeted rehabilitation programs. Addressing these conditions is vital for community stabilization, health, and long-term housing sustainability.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Based on information retrieved from the HUD housing network (<https://hudhousingnetwork.com/housing-authorities/va/petersburg>) and wtvr.com: The public and assisted housing market in Petersburg, Virginia, is a mix of revitalization efforts and ongoing challenges. The Petersburg Redevelopment and Housing Authority (PRHA) owns and manages approximately 310 public housing units, administers around 837 Housing Choice Vouchers, and oversees 138 units in Low-Income Housing Tax Credit (LIHTC) and HUD Section 202 programs. Recent redevelopment projects, such as the \$9.2 million Pecan Acres revitalization, have replaced outdated units with modern townhome and garden-style apartments, signaling a commitment to improving living conditions. However, issues persist in some assisted housing properties. For instance, Carriage House Apartments, a 137-year-old senior housing facility, has faced citations for plumbing and mechanical issues, as well as concerns over pests and elevator functionality, prompting intervention from HUD and state lawmakers. These mixed conditions highlight both progress and the need for continued investment and oversight in Petersburg's assisted housing sector.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			459	737			0	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Petersburg Redevelopment and Housing Authority (PRHA) manages approximately 310 public housing units across two family developments—Pecan Acres Estates and Pin Oaks Estates—and a senior high-rise, Sycamore Towers. These properties offer a range of unit sizes from one to six bedrooms, serving low-income families, the elderly, and persons with disabilities. The PRHA is actively engaged in revitalization efforts, including the redevelopment of Pecan Acres and Pin Oaks Estates, which are being upgraded with new construction to replace outdated units. Additionally, PRHA administers approximately 837 Housing Choice Vouchers, 38 Low-Income Housing Tax Credit (LIHTC) units, and 100 HUD Section 202 units. The PRHA's Annual and Five-Year Agency Plans outline policies, programs, and services aimed at improving housing conditions and operations. These plans are developed in compliance with the U.S. Department of Housing and Urban Development (HUD) requirements and are subject to public review and hearings. source: <https://petersburgrha.org/agencyplan>.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Petersburg, Virginia, faces significant challenges in restoring and revitalizing its public housing stock. Many of the city's public housing units, including those in developments like Pecan Acres and Pin Oaks Estates, suffer from aging infrastructure, outdated systems, and environmental hazards such as lead-based paint and asbestos. These issues not only compromise the safety and livability of the units but also contribute to blight in surrounding neighborhoods. Efforts to address these challenges have been ongoing, with initiatives like the \$9.2 million redevelopment of Pecan Acres, which replaced outdated buildings with 50 new townhome and garden-style apartments. Additionally, the South Adams Street Townhouses and Bunker Hill Community Revitalization Projects have utilized innovative funding strategies to rehabilitate and replace deteriorated units, aiming to enhance the quality of life for residents. Despite these efforts, the need for comprehensive restoration and revitalization remains pressing, requiring continued investment and strategic planning to ensure the long-term sustainability of public housing in Petersburg.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Petersburg Redevelopment and Housing Authority (PRHA) is actively enhancing the living environment for low- and moderate-income families residing in public housing through comprehensive revitalization and community engagement initiatives. Key projects include the \$9.2 million redevelopment of Pecan Acres, which replaced outdated units with 50 modern townhome and garden-style apartments, and the \$16.8 million transformation of Pin Oaks Estates, introducing 98 updated units with amenities such as a clubhouse, fitness center, and computer lab. These efforts are part of a broader strategy to improve housing quality and resident well-being. In addition to physical upgrades, PRHA offers resident services aimed at promoting self-sufficiency and enhancing quality of life. Programs at Pecan Acres and Pin Oaks Estates include food pantries, tenant meetings, and youth activities like movie nights and reading sessions. These initiatives are designed to foster community engagement, support personal development, and improve overall living conditions for residents.

Discussion:

The Petersburg Redevelopment and Housing Authority (PRHA) manages several public housing developments in Petersburg, Virginia. These include:

Pecan Acres Estates: A family development with 150 units, offering 1- to 6-bedroom apartments.

Pin Oaks Estates: Another family development with 150 units, providing 1- to 6-bedroom apartments.

Sycamore Towers: A high-rise facility with 100 units for elderly and disabled residents.

As of the latest available data, the PRHA's public housing portfolio consists of approximately 310 units. However, specific inspection scores for each development are not publicly available. For detailed inspection results, you may refer to the U.S. Department of Housing and Urban Development's (HUD) Real Estate Assessment Center (REAC) inspection scores database. Alternatively, contacting the PRHA directly at (804) 733-2200 or visiting their official website at petersburgrha.org may provide more specific information for discussion.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Petersburg, Virginia, offers a range of services to support individuals experiencing homelessness. The CARES (Crisis Assistance Response Emergency Shelter) Shelter, a 20-bed facility, provides emergency housing for women and children in crisis. While the shelter is temporarily closed for renovations, the CARES Service Center continues to offer essential non-shelter services, including a food pantry, clothing closet, and household items, free of charge to community members in need. Additionally, the Petersburg Redevelopment & Housing Authority administers the Housing Choice Voucher Program, which includes Emergency Housing Vouchers for those experiencing homelessness or fleeing domestic violence, accessible through referrals from the Crater Area Coalition on Homelessness. For broader assistance, the Housing Resource Center in Petersburg provides referrals and rapid rehousing services for individuals and families facing housing crises. Residents can also access the Homeless Connection Line at (804) 972-0813 for immediate support. These services collectively aim to alleviate homelessness and support individuals in regaining stability and independence.

Flagler Housing & Homeless Services, operated by St. Joseph's Villa, plays a pivotal role in addressing homelessness in Petersburg and the broader Tri-Cities region. Through its Housing Resource Center in Petersburg, Flagler offers rapid re-housing assistance to individuals and families facing housing crises. This community-based model provides essential support services, including case management, budgeting assistance, and connections to community resources, to help clients secure and maintain permanent housing. Additionally, Flagler has initiated a youth-focused pilot program targeting young adults aged 18–24, aiming to address the unique needs of this demographic and facilitate their transition to stable housing. The Housing Resource Center also serves as a coordinated point of entry for households experiencing housing crises in the Tri-Cities area, offering referrals and rapid re-housing services to those in need. By providing comprehensive support tailored to the specific needs of individuals and families, Flagler Housing & Homeless Services significantly contributes to the efforts to alleviate homelessness in the region.

Commonwealth Catholic Charities (CCC) plays a significant role in addressing homelessness in Petersburg, Virginia, through a variety of programs and partnerships. Located at 111 Perry Street in Petersburg, CCC offers housing counseling services, including rental housing counseling, financial and budgeting workshops, and assistance with mortgage delinquency and default resolution. Additionally, CCC collaborates with the Crater Area Coalition on Homelessness (CACH) to provide emergency shelter options during colder months. For instance, the Winter Shelter Fund, in partnership with CACH, utilizes emergency funds to offer safety and shelter to unhoused residents in the Petersburg area. Through

these initiatives, CCC contributes to the broader network of services aimed at preventing and alleviating homelessness in the region. Sources of information include: cares-va.org; petersburgrha.org; cccofva.org and yourunitedway.org

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	0	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The Hope Center, located at 827 Commerce Street, The Hope Center offers a food pantry, daily lunch program, and utility assistance to financially distressed residents of Greater Petersburg. These services help individuals and families maintain housing stability and meet basic needs.

Legal Aid Justice Center (LAJC), with an office in Petersburg, LAJC provides legal assistance to low-income individuals, including those facing housing instability. Their services cover areas such as housing rights, public benefits, and consumer protection, which are crucial for preventing and addressing homelessness. Central Virginia Legal Aid Society (CVLAS), serving the Petersburg area, CVLAS offers free legal services in civil matters, including housing law, to low-income residents. Their support helps individuals navigate legal challenges that may contribute to or result from homelessness.

The District 19 Community Services Board (D19 CSB) plays a crucial role in addressing homelessness in Petersburg, Virginia, by integrating behavioral health case management services with housing assistance to support individuals and families, including those with chronic homelessness, children, veterans, and unaccompanied youth. Crisis intervention is vital in behavioral health to support persons facing housing instability due to mental health or substance use; D19 CSB provides a 24/7 support service for emergency response risk assessment.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

In addition to the CARES shelter and service center, PRHA, and St. Joseph's Villa Flagler House, Petersburg is serviced by its Department of Social Services, Virginia Department of Veterans Services and United Methodist Family Foster Care Services. These services are designed to address the diverse needs of homeless populations in Petersburg, ensuring access to emergency shelter, supportive housing, and essential resources for individuals and families striving to achieve stability and independence. Petersburg is also served by area community stakeholders and advocates who have formed non-profits to help aid the fight to end homelessness.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

N/A

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

- Unaccompanied/Independent Youth/Young Adults
- Formally incarcerated persons
- Low wage earners (including English Second Language speakers)
- ...

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Petersburg has identified the provision of housing units and support services for persons and households with special needs as a priority. The city plans to continue efforts to develop affordable housing options tailored to these populations. This includes ensuring that housing developments are accessible and provide necessary support services to meet the unique needs of residents

The city has allocated funds to support critical home repairs for elderly, disabled, and other at-risk populations. These repairs aim to maintain safe and habitable living conditions, thereby preventing displacement and promoting stability for vulnerable residents.

The Petersburg Department of Social Services (DSS) offers the Fostering Futures program, which extends foster care financial and social support services up to age 21. This program assists youth transitioning from foster care or the Department of Juvenile Justice, providing them with the necessary resources to achieve independence and stability.

The city is in the process of revising and updating its Zoning and Subdivision Ordinances. This revision aims to reflect changes in the Code of Virginia, address new land use issues, and accommodate shifts in development patterns and demands. The updated ordinances are expected to support the development of housing that meets the needs of special populations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

One example is the city's code enforcement team is working to collaborate with area non-profits to support assisting homeowners with addressing code violations. Please view the recommended subrecipient list.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

In its recent past, the City of Petersburg, Virginia, public policies may have negatively impacted affordable housing and residential investment due to a lack of consistency with zoning regulations, limited incentives for developers, and underinvestment in infrastructure. Restrictive zoning and land-use policies constrained the development of multi-family and mixed-income housing, thereby limiting affordable options. Additionally, the city's past financial challenges and historical disinvestment hindered its ability to maintain or upgrade essential services and infrastructure. This in turn deterred private residential investment. These issues, combined with slow policy implementation and limited access to state or federal housing programs, have contributed to a stagnant housing market and unmet demand for affordable, quality housing. However, Petersburg, Virginia, is actively addressing past challenges in affordable housing and residential investment through a combination of public-private partnerships, state funding, and targeted incentives. A notable example is the Sycamore Grove project, a \$9 million mixed-use development that will introduce 174 townhomes, a grocery store to combat food insecurity, and diverse retail options. This initiative is a collaboration between the Virginia Development Consortium, the City of Petersburg, and various private enterprises, including minority-owned businesses. Additionally, the city has secured over \$10 million in Industrial Revitalization Fund grants to convert vacant industrial sites into productive spaces, aiming to create over 330 jobs and 87 new housing units. To further stimulate residential investment, Petersburg offers incentives such as the Enterprise Zone Program, providing grants for real property investments and job creation in designated areas. The Petersburg Redevelopment & Housing Authority (PRHA) has also completed the \$9.2 million Pecan Acres project, which replaced outdated structures with 50 modern townhome and garden-style apartments, enhancing the city's affordable housing stock. Moreover, PRHA facilitates homeownership through down payment assistance programs for first-time buyers earning up to 80% of the area median income, promoting long-term residential stability. These concerted efforts reflect Petersburg's commitment to revitalizing its housing landscape, fostering inclusive growth, and attracting sustainable investment.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Petersburg, Virginia has several non-housing community development assets that contribute to the city's revitalization and quality of life. These assets include: **Historic and Cultural Resources:** Petersburg boasts a rich history with well-preserved Civil War sites, museums (like the Siege Museum and Centre Hill Mansion), and historic districts that attract tourism and support cultural identity. **Education and Workforce Development:** Institutions like Virginia State University (VSU) play a major role in workforce training, economic development, and community outreach. **Health and Human Services:** The presence of Southside Regional Medical Center and various health clinics support public health initiatives and access to care. **Transportation Infrastructure:** The city is a regional transportation hub with access to Interstates 85 and 95, rail lines, and proximity to the Port of Virginia, enhancing connectivity and economic potential. **Parks and Recreation:** Petersburg has a network of parks, trails, and recreational facilities that support community wellness and provide venues for events and activities. **Economic Development Programs:** The city collaborates with regional and state partners to promote small business development, downtown revitalization, and industrial growth, particularly in logistics and manufacturing. These non-housing assets are key to Petersburg's ongoing efforts to enhance livability, economic opportunity, and community engagement.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	38	5	0	0	0
Arts, Entertainment, Accommodations	1,727	1,034	16	10	-6
Construction	518	589	5	6	1
Education and Health Care Services	2,277	4,113	21	40	19
Finance, Insurance, and Real Estate	569	283	5	3	-2
Information	129	54	1	1	0
Manufacturing	1,101	1,190	10	12	2
Other Services	560	807	5	8	3
Professional, Scientific, Management Services	724	205	7	2	-5

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Public Administration	0	0	0	0	0
Retail Trade	1,674	1,382	15	14	-1
Transportation and Warehousing	1,248	231	11	2	-9
Wholesale Trade	533	339	5	3	-2
Total	11,098	10,232	--	--	--

Table 39 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	14,950
Civilian Employed Population 16 years and over	13,065
Unemployment Rate	12.56
Unemployment Rate for Ages 16-24	44.31
Unemployment Rate for Ages 25-65	7.54

Table 40 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	1,935
Farming, fisheries and forestry occupations	345
Service	2,070
Sales and office	2,570
Construction, extraction, maintenance and repair	790
Production, transportation and material moving	1,215

Table 41 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	8,407	67%
30-59 Minutes	3,618	29%
60 or More Minutes	548	4%
Total	12,573	100%

Table 42 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	965	290	1,025

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	3,760	655	1,605
Some college or Associate's degree	3,305	190	920
Bachelor's degree or higher	2,440	105	495

Table 43 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	84	115	120	510	740
9th to 12th grade, no diploma	320	310	295	930	555
High school graduate, GED, or alternative	935	1,820	1,215	3,025	1,435
Some college, no degree	1,070	925	810	1,670	1,105
Associate's degree	165	325	340	545	310
Bachelor's degree	205	1,070	355	765	545
Graduate or professional degree	75	445	195	500	480

Table 44 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,870
High school graduate (includes equivalency)	27,034
Some college or Associate's degree	33,177
Bachelor's degree	48,375
Graduate or professional degree	49,875

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

- Arts and entertainment
- Education and health care services

- Manufacturing
- Retail trade
- Transportation and warehousing

Describe the workforce and infrastructure needs of the business community:

The business community in Petersburg, Virginia, demonstrates a need for strategic investments in infrastructure and workforce development. The city is actively working to create a robust business environment, to support its evolving business community. The city's strategic location at the intersection of major interstates I-95 and I-85, along with Routes 1, 460, and 301, facilitates efficient transportation and logistics, making it an attractive hub for businesses. Additionally, Petersburg is enhancing its infrastructure with projects like the \$1.4 billion Live! Gaming & Entertainment District, which is expected to create over 7,500 jobs and provide extensive training programs in partnership with local educational institutions. To further support businesses, the city offers incentives through its Enterprise Zone Program, providing grants for real property investments and job creation.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Petersburg, Virginia, is undergoing significant transformations poised to bolster its economy, enhance job opportunities, and stimulate business growth. A cornerstone of this revitalization is the \$1.4 billion Live! Casino Resort, which has received zoning approval and is set to create over 7,500 jobs and generate an estimated \$2.8 billion in regional economic impact. This development includes a 400,000-square-foot gaming area, a 200-room hotel, and a 3,000-seat entertainment venue, with a portion of dining spaces designated for local businesses. Complementing this, the city has secured a \$3.9 million federal grant to enhance its workforce through the Advanced Pharmaceutical Manufacturing and Biotechnology Workforce Initiative. This program, managed by the Community College Workforce Alliance, aims to provide training for high-demand sectors, addressing both local and national needs in pharmaceutical manufacturing. Infrastructure improvements are also a priority. The city is investing in water system upgrades, including the \$959,752 Poor Creek Force Main Capacity Improvement Project, to replace outdated infrastructure and reduce the risk of wastewater overflows. Additionally, the Fall Line Trail, a 43.6-mile multi-use path connecting Ashland to Petersburg, is under development, aiming to boost regional connectivity and attract tourism.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The current workforce in Petersburg VA has access to technical and vocational training, including higher education at area colleges and universities. Initiatives such as the Partnership for Petersburg focus on workforce skills.

Recent data on the educational attainment levels for individuals aged 25 and over in Petersburg, Virginia, show that approximately 87.0% of the population has completed high school or obtained an equivalent qualification. About 25.0% of residents have earned a bachelor's degree or a higher level of education. These figures suggest a workforce with a solid educational foundation, potentially aligning with various employment opportunities in the region.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

In 2018, Petersburg's unemployment rate currently stands at 7.1 percent, which is well above the state's unemployment rate of 3.8 percent. In response, the Petersburg Works program was launched as a pilot program, aiming to connect residents with employment opportunities and support their journey toward economic independence. The program is open to all Petersburg residents aged 18 and older, regardless of education level or prior work experience. Presently, the most recent unemployment data shows that the unemployment rate went down to 5.3% as of October 2023. The Petersburg Works program is still active and continues to serve as a key workforce development initiative in the city. Additionally, the Crater Regional Workforce Development Board, designated as the administrative entity for the Virginia Career Works – Crater Region, coordinates workforce training and career services through federal funding from the Workforce Innovation and Opportunity Act (WIOA). The CRWDB collaborates with contracted program operators and workforce system partners to assist employers with applicant screening, writing job descriptions, and training new employees. It also ensures that classes and career services are effectively delivered for Virginia Career Works – Crater Region youth and adult residents as well as businesses. Let's also mention that the City of Petersburg, Virginia, has established robust collaborations with local colleges and universities to enhance education, workforce development, and community engagement. Virginia State University (VSU), Brightpoint Community College and Richard Bland College are central to these efforts, particularly in addressing educational needs and fostering innovation. One example is how VSU and Richard Bland College are collaborating with Petersburg City Public Schools to establish a lab school. This partnership aims to pilot innovative educational models, train future educators in live classroom settings, and address learning gaps exacerbated by the COVID-19 pandemic. The consolidated plan is considering support of local area public service providers that will support and booster STEM education.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

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Discussion

While Petersburg has made strides in aligning workforce skills with employment opportunities through education and targeted programs, ongoing efforts are necessary to address existing challenges and ensure sustainable economic growth.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Based on the Census Bureau definition concentration refers to neighborhoods or census tracts where a significant proportion of residents are simultaneously experience overlapping housing challenges, such as high housing cost burdens, overcrowding, and substandard housing conditions. Due to factors like housing cost burdens or substandard housing conditions, low median income, high poverty rate, or qualification as an economic distress opportunity zone, areas such as Census Tracts 8101, 8105, 8109, 8110, and 8111 in Petersburg, VA, have been identified as having a concentration of households facing multiple housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Yes, certain areas in Petersburg, Virginia, exhibit concentrations of low-income households and racial or ethnic minorities. These concentrations are particularly evident in specific census tracts, reflecting broader socioeconomic patterns within the city. Income distribution and ethnicity diversity maps may be found on websites such as <https://statisticalatlas.com/place/Virginia/Petersburg/Household-Income>, <https://censusreporter.org/>, <https://bestneighborhood.org/>, <https://www.censusdots.com/race/petersburg-va-demographics> and <https://www.vpap.org/>. Note: the city is over 70% homogeneous in its ethnic make-up.

What are the characteristics of the market in these areas/neighborhoods?

The housing market in Petersburg, Virginia, particularly in neighborhoods with high concentrations of low-income and non-white residents, reflects a complex interplay of historical disinvestment, economic challenges, and ongoing efforts toward revitalization. Many homes in these areas are older and have suffered from years of deferred maintenance, leading to issues such as overcrowding and inadequate facilities. These conditions contribute to the city's designation as having the worst health outcomes in Virginia, with poor housing quality being a significant factor. These areas face higher eviction rates and pay higher rents causing economic instability and housing insecurity.

Are there any community assets in these areas/neighborhoods?

The city has several important community assets that serve residents and contribute to neighborhood resilience. Groups such as the Pocahontas Island Community Foundation actively engage in preserving culture and history while advocating for community improvements. Virginia State University is a

historically Black university providing educational, cultural, and community outreach programs benefiting local residents. Many churches in these neighborhoods provide not only spiritual support but also host food drives, health clinics, after-school programs, and emergency assistance. Parks and recreation services are definitely an asset, providing outdoor recreation, community events, and opportunities for physical activity. Local non-profits and cultural groups, entrepreneurs and local arts and cultural festivals that celebrate African American history and culture contribute to community cohesion and identity. The Petersburg Public Library is a major community asset. The library hosts cultural events and art exhibits; it hosts a living and learning center in collaboration with the Crater Health District health department, it hosts an indoor market providing access to local produce and goods. The library houses the Healthy Community Action Team, which support the promotion of local community gardens and so much more.

Are there other strategic opportunities in any of these areas?

There is so much that is happening in Petersburg Virginia. Organizations such as the Cameron Foundation, Habitat for Humanity and the Downtown Churches United Hope Center provide opportunities for strategic collaborations to address the city's housing and non-housing community development needs.

Community driven strategies to foster economic inclusion, improve health outcomes and leverage assets may help to break cycles of poverty and disinvestment. Strategic opportunities include creating entrepreneurship hubs, health and wellness initiatives, youth programs, community lead planning and leadership development and infrastructure and environmental improvements.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

In the city of Petersburg, VA, there is a critical need for expanded broadband infrastructure, particularly in low- and moderate-income neighborhoods where many households lack reliable high-speed internet access. This digital divide disproportionately affects Black and low-income residents, limiting their ability to access remote education, telehealth services, job opportunities, and essential public resources. With a significant portion of the population relying on mobile-only internet or lacking access altogether, the absence of affordable, wired broadband connections exacerbates existing socioeconomic disparities. Addressing this gap through strategic broadband expansion would not only support digital equity but also stimulate economic development and improve overall quality of life in underserved areas.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

In Petersburg, VA, the presence of limited broadband Internet service providers has contributed to high costs, inconsistent service quality, and reduced access—especially in low-income and historically underserved neighborhoods. The lack of competition allows dominant providers to set prices and service terms without pressure to improve infrastructure or customer experience, leaving many residents with few or no viable options for reliable connectivity. Increasing competition by attracting additional broadband providers would promote affordability, drive innovation, and expand coverage across the city, particularly benefiting households that are currently unserved or underserved. More choices in broadband services would also support economic development, remote work, and digital inclusion for all Petersburg residents.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Petersburg, Virginia, faces escalating natural hazard risks due to climate change, particularly concerning flooding and extreme weather events. While not a coastal city, Petersburg is vulnerable to inland flooding exacerbated by heavy rainfall and inadequate stormwater infrastructure. The Virginia Environmental Justice Collaborative (VEJC) highlights those neighborhoods like The Heights experience frequent flash floods, blocked drains, and water main breaks, leading to boil water advisories and public health concerns . Additionally, the region's susceptibility is heightened by land subsidence, which amplifies the effects of sea-level rise and increases flood risks . These compounded challenges underscore the urgent need for comprehensive climate adaptation strategies to protect vulnerable communities in Petersburg.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income households in Petersburg, Virginia, are particularly vulnerable to climate change-induced natural hazards, especially flooding, due to a combination of socioeconomic factors and inadequate infrastructure. Neighborhoods such as The Heights have experienced frequent flooding, water main breaks, and blocked drains, leading to public health concerns like boil water advisories . These communities often lack the financial resources and political influence to advocate for necessary infrastructure improvements. Additionally, many of these areas are located within floodplains, making them susceptible to increased flooding risks exacerbated by climate change . The prevalence of older, poorly maintained housing stock further compounds these vulnerabilities, as these structures are less resilient to environmental stresses. Efforts like the establishment of a solar-powered Resiliency Hub in The Heights aim to address these challenges by providing resources and support to affected residents . However, systemic issues such as limited access to resources and historical disinvestment continue to hinder comprehensive resilience in these communities.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Petersburg NEXT Comprehensive Plan, adopted on May 21, 2024, serves as the city's strategic framework for growth and development over the next two decades. Developed through extensive community engagement—including over 320 surveys, 150+ public participants, and input from an advisory committee—the plan integrates insights from residents to shape its direction. It encompasses nine key chapters: Economic Development, Housing and Neighborhoods, Quality of Life, Community Facilities and Services, Public Safety, Environmental Stewardship, Mobility and Transportation, and Implementation Strategies. The plan emphasizes fostering a resilient economy, enhancing housing accessibility, preserving cultural heritage, and improving infrastructure to ensure a high quality of life for all residents. Notably, it aligns with the Petersburg Downtown Plan, ensuring cohesive development strategies across the city. This CDBG consolidated plan will attempt to align with the city's comprehensive plan, and will contain a focus on supporting public services to enhance the quality of life for residents.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 46 - Geographic Priority Areas

1	Area Name:	Battersea STAR
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	Area Name:	City Service Area
	Area Type:	Citywide
	Other Target Area Description:	Citywide
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	
3	Area Name:	Halifax STAR Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
	4	Area Name:
Area Type:		Local Target area
Other Target Area Description:		
HUD Approval Date:		
% of Low/ Mod:		
Revital Type:		Commercial
Other Revital Description:		
Identify the neighborhood boundaries for this target area.		
Include specific housing and commercial characteristics of this target area.		
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?		
Identify the needs in this target area.		
What are the opportunities for improvement in this target area?		
Are there barriers to improvement in this target area?		

5	Area Name:	Revitalization Strategy Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

All boxes are checked. The entire city/or the city as a whole qualifies for Community Development Block Grant (CDBG) support.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
<TYPE=[pivot table] REPORT_GUID=[FA94014F47E6D9E2B2BD089A3161AB93]>						

Table 47 – Priority Needs Summary

Narrative (Optional)

Public services, youth development and family support services, parks facilities and outdoor green spaces, critical home repair/housing rehabilitation, rent subsidies, food security and direct services to the unsheltered.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Households that fall below the median income have a challenge in the increasingly high rent market.
TBRA for Non-Homeless Special Needs	Stable housing alone can't address all the challenges in low-income communities. Programs that support youth programming and food access, for example, help to break cycles of poverty.
New Unit Production	N/A
Rehabilitation	Petersburg, VA faces a growing need for home repairs and rehabilitation due to its aging housing stock, limited homeowner resources, and rising housing costs. Many homes suffer from deferred maintenance, leading to serious issues like foundation damage, mold, and outdated systems. With home prices up 21.5% year-over-year, many residents can't afford necessary repairs, highlighting the urgent need for critical home repair programs.
Acquisition, including preservation	The preservation of parks is vital because these spaces promote physical health, mental well-being, and community cohesion. Access to safe, well-maintained parks provides residents with opportunities for exercise, relaxation, and social interaction, which can reduce stress and improve quality of life. Parks also serve as important venues for community events and youth activities, helping to strengthen neighborhood ties and foster a sense of pride and belonging. Investing in outdoor facilities complements housing initiatives by creating healthier, more vibrant neighborhoods where people want to live and thrive.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	585,812	0	0	585,812	0	

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

N/A

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The plan addresses supporting efforts to improve parks facilities and outdoor spaces.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
			Jurisdiction

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy			
Legal Assistance			
Mortgage Assistance			
Rental Assistance			
Utilities Assistance			
Street Outreach Services			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			
Life Skills			
Mental Health Counseling			
Transportation			
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 52 – Goals Summary

Goal Descriptions

Goal Name	Goal Description
<TYPE=[pivot table] REPORT_GUID=[260B38D44EF01E6D4D95179E260BE876]>	

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

N/A

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Activities to Increase Resident Involvements

Is the public housing agency designated as troubled under 24 CFR part 902?

Plan to remove the ‘troubled’ designation

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

In its recent past, the City of Petersburg, Virginia, public policies may have negatively impacted affordable housing and residential investment due to a lack of consistency with zoning regulations, limited incentives for developers, and underinvestment in infrastructure. Restrictive zoning and land-use policies constrained the development of multi-family and mixed-income housing, thereby limiting affordable options. Additionally, the city's past financial challenges and historical disinvestment hindered its ability to maintain or upgrade essential services and infrastructure. This in turn deterred private residential investment. These issues, combined with slow policy implementation and limited access to state or federal housing programs, have contributed to a stagnant housing market and unmet demand for affordable, quality housing. However, Petersburg, Virginia, is actively addressing past challenges in affordable housing and residential investment through a combination of public-private partnerships, state funding, and targeted incentives. A notable example is the Sycamore Grove project, a \$9 million mixed-use development that will introduce 174 townhomes, a grocery store to combat food insecurity, and diverse retail options. This initiative is a collaboration between the Virginia Development Consortium, the City of Petersburg, and various private enterprises, including minority-owned businesses. Additionally, the city has secured over \$10 million in Industrial Revitalization Fund grants to convert vacant industrial sites into productive spaces, aiming to create over 330 jobs and 87 new housing units. To further stimulate residential investment, Petersburg offers incentives such as the Enterprise Zone Program, providing grants for real property investments and job creation in designated areas. The Petersburg Redevelopment & Housing Authority (PRHA) has also completed the \$9.2 million Pecan Acres project, which replaced outdated structures with 50 modern townhome and garden-style apartments, enhancing the city's affordable housing stock. Moreover, PRHA facilitates homeownership through down payment assistance programs for first-time buyers earning up to 80% of the area median income, promoting long-term residential stability. These concerted efforts reflect Petersburg's commitment to revitalizing its housing landscape, fostering inclusive growth, and attracting sustainable investment.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

This consolidated plan aims to support critical home repair and rehabilitation programs.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

This plan will support area non-profit public service organizations that provide homeless and unsheltered persons with direct services. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

Addressing the emergency and transitional housing needs of homeless persons

This plan will support area non-profit public service organizations that provide homeless and unsheltered persons with direct services. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

This plan will support area non-profit public service organizations that provide homeless and unsheltered persons with direct services. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

This plan will support area non-profit public service organizations that provide prevention services such as family support programs and rent subsidy programs. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The subrecipient projectHOMES addresses lead-based paint hazards through its Lead-Based Paint Hazard Control Program, a HUD-funded initiative aimed at protecting children under six years old and pregnant individuals from the health risks associated with lead exposure. This program is administered in collaboration with the Virginia Department of Housing and Community Development.

How are the actions listed above related to the extent of lead poisoning and hazards?

A comprehensive assessment is conducted to identify lead-based paint hazards within the home. Qualified contractors implement safety measures, which may include repainting, repairing, or replacing deteriorated surfaces and fixtures, under the supervision of projectHOMES. To ensure safety, residents must temporarily relocate during the remediation process, which typically lasts 8 to 10 days.

How are the actions listed above integrated into housing policies and procedures?

Residents of homes built before 1978, where a child under six or a pregnant woman resides, are eligible. Renters may qualify with landlord permission. Income restrictions apply, with household income not exceeding 80% of the area median income.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Public service non-profits—such as youth programs, maternal and child health initiatives, and food access programs—play a critical role in reducing poverty by addressing its root causes and breaking cycles of disadvantage.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Public service non-profits help to reduce poverty by: meeting immediate needs (food, safety, health), building long-term capacity (education, job skills, health literacy), interrupting cycles of disadvantage through early and sustained support. When coordinated effectively, these services create a supportive ecosystem that empowers individuals and strengthens communities, laying a foundation for lasting economic mobility.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The community development block grant administrative office under the guidance of the planning and community development department and in collaboration with all city departments will adhere to HUD guidelines for program monitoring, subrecipient oversight and compliance, adhering to national objectives and by following federal regulations and maintaining proper documentation, financial records and reporting.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	585,811.90	0.00	0.00	585,811.90	0.00	

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

N/A

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The plan addresses supporting efforts to improve parks facilities and outdoor spaces.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 54 – Goals Summary

Goal Descriptions

Goal Name	Goal Description
<TYPE=[pivot table] REPORT_GUID=[8259A9F3469186F518038A8E2F9CBDBA]>	

Projects

AP-35 Projects – 91.220(d)

Introduction

The Petersburg City Council will adopt priorities for the use of CDBG funds. These include: #1 public improvements and housing, #2 Public facilities, including facilities owned and operated by not for profits, but open to the public, #3 Planning and #4 Public Services. These serve as an overall guide, but the City has over the last few years funded several public service programs. The priorities are intended to support the City's "Petersburg Next" comprehensive plan to stabilize and enhance residential and commercial environments for the promotion of investment by others and the creation of jobs. This focus can be seen in the City's proposed uses of funds for infrastructure, facilities, critical home repair/residential repairs, while providing support for the ongoing public service needs in the community.

Projects

#	Project Name

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Petersburg Virginia is a HUD entitlement community. As such, the City is required to prepare an Annual Action Plan (AAP) in correlation to the Five Year Consolidated CDBG Plan. CDBG funds will be used to support services that fill essential gaps in local government services provision. Note: Per HUD regulations, no more than 15% of a grantee's annual CDBG entitlement plus program income may be used for public services. This makes strategic targeting critical.

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Description	Target Date	Estimated number of people who will be directly affected
<TYPE=[pivot table] REPORT_GUID=[54A4ED67473EDAEE248792836A1D83B0]>							

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The entire city of Petersburg VA, which is established by city boundaries and/or corporate limits, may receive services from city government. The CDBG program aims to support community development activities such as neighborhood revitalization, economic development, infrastructure improvements, and providing improved facilities and services.

Geographic Distribution

Target Area	Percentage of Funds
Battersea STAR	
Halifax STAR Area	
City Service Area	100
Revitalization Strategy Area	
Historic Downtown	

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CDBG-funded activities must meet one of HUD's national objectives, including benefiting low- and moderate-income (LMI) persons, eliminating slums and blight, or addressing urgent community development needs. The city of Petersburg VA is an entitlement city; CDBG funds will focus on supporting programs and services for low to moderate income (LMI) residents throughout the city as a whole.

Discussion

Petersburg utilizes CDBG funds for various projects, including public services for youth and families, park improvements, and support for local nonprofits serving vulnerable residents.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Petersburg has stated goals of neighborhood revitalization and wealth-building. Programs like the PAFCU Helping Hands initiative will assist residents with the education, coaching, financial tools, and community resources needed to sustain homeownership long-term.

One Year Goals for the Number of Households to be Supported	
Homeless	65
Non-Homeless	110
Special-Needs	30
Total	205

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	110
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	110

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

The numbers entered here are rough projections and may be amended.

AP-60 Public Housing – 91.220(h)

Introduction

N/A

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City will work closely with the Crater Area Coalition on Homelessness (CACH).

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

There are point in time counts that occur in the Winter and the Summer. Additionally, members of the CACH conduct outreach on an ongoing basis with crisis case managers and mental health providers.

Addressing the emergency shelter and transitional housing needs of homeless persons

CACH will focus on coordinating a system of care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Capital Area Coalition on Homelessness (CACH) uses evidence-based strategies—particularly the “Housing First” and Rapid Re-Housing models—to help chronically homeless individuals, families (including those with children), veterans and unaccompanied youth transition to permanent housing and independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

CACH’s approach shortens homelessness, helps households access and maintain housing, and substantially reduces the risk of returning to homelessness—all by combining housing subsidies with front-end access systems and back-end supportive services clustered under Housing First and rapid re-

housing frameworks.

Discussion

N/A

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

N/A

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Petersburg aims to dismantle barriers to affordable housing by proactively rewriting zoning and subdivision ordinances, thereby modernizing land use controls, eliminating parking minimums, and considering innovations like land value tax to promote density and reduce development costs. They are also evaluating strategic property tax reductions to enhance competitiveness and reduce carrying costs for homeowners and developers, while maintaining historic zoning protections, the city is increasing code enforcement capacity and exploring incentives to rehabilitate, not demolish, blighted housing stock. Through these combined actions and streamlining land use regulations, easing fiscal burdens, and revitalizing neighborhoods, Petersburg seeks to remove systemic obstacles to affordable housing and encourage residential investment citywide.

Discussion:

N/A

AP-85 Other Actions – 91.220(k)

Introduction:

N/A

Actions planned to address obstacles to meeting underserved needs

Actions planned to foster and maintain affordable housing

Actions planned to reduce lead-based paint hazards

Actions planned to reduce the number of poverty-level families

Actions planned to develop institutional structure

Actions planned to enhance coordination between public and private housing and social service agencies

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
<TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text]
REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>

DRAFT

Appendix - Alternate/Local Data Sources

1	Data Source Name
	Department of Planning and Community Development
	List the name of the organization or individual who originated the data set.
	Petersburg Virginia CDBG Consolidated Plan Survey
	Provide a brief summary of the data set.
	Respondents to the survey identified the following areas of need/concern: crime, slum and blight, streets repairs, sidewalks and crosswalks, water, sewer and drainage, job creation, youth development, parks green spaces and recreational facilities.
	What was the purpose for developing this data set?
	The survey was created to assist with planning to ensure that CDBG funds are invested effectively in support of the needs identified by the community.
	Provide the year (and optionally month, or month and day) for when the data was collected.
	The survey was administered April 4 through May 7, 2025.
	Briefly describe the methodology for the data collection.
	The survey was designed to gather qualitative and quantitative data from community residents, stakeholders, and organizations to inform the priorities and goals of the CDBG Consolidated Plan. It aimed to identify housing and community development needs and to help shape local priorities for HUD funding. The survey targeted to community at large and was based online. Information about the survey was shared on the city's social media platforms and via an email distribution; it was also shared in local gathering spaces such as the library and coffee shops. Questions were multiple choice, and there were some demographic questions.
	Describe the total population from which the sample was taken.
	According to censusreporter.org, the total population of the city of Petersburg Virginia is approximately 33K. 55% Female. 75% Black. 29% Married. 87% high school grad or higher; 25% Bachelor's degree of higher.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.
	The survey was administered to the community at large. 35% of respondents have a youth under the age of 18 in the household. 90% of respondents were women. 30% were between the ages of 45 to 54. 60% identified a Black/or African American. 73% are employed fulltime. 33% earn 50K to 75K annually. 58% percent live in a household with 2 to 3 persons. 70% identified as home owners.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street, Located in Petersburg, VA**

PURPOSE: A Public Hearing for consideration of an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and ACUNA PROPERTIES LLC for the development of 436 Byrne Street, located in Petersburg, VA.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and ACUNA PROPERTIES LLC for the development of 436 Byrne Street, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreement related to the sale of city-owned property located at 436 Byrne Street, Located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 7/15/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. ACUNA Ordinance

2. ACUNA Pur Agreement Pkt

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 436 Byrne Street.

WHEREAS, the City of Petersburg has received proposals from ACUNA PROPERTIES LLC to purchase the City-owned property at 436 Byrne Street; and

WHEREAS, the potential benefits to the City include infill development, economic growth, and increased tax base; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the sale of City-owned property.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with ACUNA PROPERTIES LLC toward the sale and development of City-owned property located at 436 Byrne Street.

PROJECT BRIEF

Developer:	ACUNA PROPERTIES LLC
Project Address:	436 BYRNE STREET
Assessed Value:	\$10,400.00
Offer Amount:	\$13,000.00
Percentage Offered:	125%

PROJECT DESCRIPTION:

A Single Family dwelling.

PROPERTY PICTURE (TODAY)



Letter of Intent

April 25, 2025

Acuna Properties LLC
495 Byrne Street
Petersburg, VA 23803
priscilaacunava@gmail.com
804-295-8842

To: City of Petersburg
City Manager
John M. Altman JR

PROPERTY ADDRESS: 436 BYRNE STREET, PETERSBURG VA 23803

PARCEL #031040003

PROPOSED OFFER: \$13,000

PROPOSED UTILIZATION: The proposed utilization is for residential development for the betterment of the community.

Property Sheet included in packet

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ \$10,400

Consideration: \$ \$13,000

Tax Map No.: 031040003

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 4/25/25 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Acuna Prop, LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as 436 Byrne St Tax Map Number: 031040003 and further described as 436 Byrne St as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Thirteen thousand (\$13,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price One thousand three hundred (\$1,300) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on May 30, 2025). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made May 30, 2025 and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other Instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's Intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
- b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

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

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCHASER:

Acuna Properties LLC
495 Byrne Street
Petersburg VA
23803

COPY TO:

Acuna Properties LLC
495 Byrne Street
Petersburg VA
23803

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an Instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same Instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or Instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Acuna Properties LLC

By: Priscila Acuna

Title: owner

Date: 04/28/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Crystal Ralls,

Title: Escrow Agent

Date: 04/28/2025

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Prepared by Richard L. Jones
Attorney at Law
21 Walnut Boulevard, Suite 1
Petersburg, VA 23805
804-681-8801
Tax ID No: 0310400003
Sales Price \$3,000.00

THIS DEED, made and entered into this 19th day of July, 2004 by and between **TABB STREET PROPERTIES L.L.C.**, a Virginia limited liability company, party of the first part, hereinafter called the grantor, and **CITY OF PETERSBURG**, a municipal corporation, party of the second part, hereinafter called the grantee.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, unto City of Petersburg, a municipal corporation, the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED AND MADE A PART
HEREOF.

Tax exempt pursuant to Sec. 58.1-811 (3)

|| A ||

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

WITNESS the following signature and seal:

TABB STREET PROPERTIES, L.L.C.
By: *R. Brockwell*
Manager

STATE OF VIRGINIA
CITY OF PETERSBURG, TO WIT:

The foregoing instrument was acknowledged before me this 19th day of July, 2004 by R. Garland Brockwell, Jr., Manager, on behalf of Tabb Street Properties, LLC.

My commission expires: 8/31/06

Brenda Q. Morris
Notary Public

ADDRESS OF GRANTEE:
135 N. Union St., Room 204
City Hall, Petersburg VA 23803.

Page Two

Schedule "A"

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the west side of Byrne Street, fronting thereon 29 1/2 feet, and extending back westwardly between parallel lines a distance of 219 1/2 feet, more or less, and designated by current city street number 436 Byrne Street.

It being part of the same property in all respects which was conveyed to Tabb Street Properties, L.L.C., a Virginia limited liability company, by deed from R. Garland Brookwell, Jr., dated July 20, 1999, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 620, page 322.

Page Three

INSTRUMENT #040003167
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
JULY 23, 2004 AT 11:33AM
\$3.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$1.50 LOCAL: \$1.50
BENJAMIN O. SCOTT, CLERK
BY: *Phondal Rogers* (DC)

221,976.00

BOOK 467 PAGE 235

THIS DEED, made this 25th day of August, 1989, by and between the CITY OF PETERSBURG, a Virginia municipal corporation, (hereinafter sometimes called "Grantor"), party of the first part; and UNION CAMP CORPORATION, a Virginia corporation (hereinafter sometimes called "Company"), party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor hereby grants, bargains, sells and conveys unto the said Company, in fee simple and with Special Warranty of title, all of the timber, wood, pulpwood and trees (hereinafter called "Timber") of every kind, species and description, lying, standing, being or growing upon a portion of that certain tract or parcel of land in the City of Petersburg, Virginia, known as a part of the Marlbrook tract, containing 190 acres, more or less, and more particularly described in Exhibit "A" attached hereto and made a part hereof, and further shown, on the Company's Cruise Map attached hereto and incorporated herein as Exhibit "B". The boundary lines of the aforesaid 190± acre timber area as indicated on the aforesaid Exhibits A and B, have been painted in blue and shown to the Company by the Grantor.

The said 190± acre timber area is a part of the tract of land containing 854.53 acres conveyed to the City of Petersburg by J. Roper Johnson and wife and others, by deed dated April 14, 1895, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Deed Book 40, at page 348.

Brittany C. Edwards
@demonenergy.com

Box 835 4267

It is covenanted and agreed by and between the parties hereto that the timber hereby conveyed shall be clear cut.

1. It is understood and agreed that Company shall have the right to cut the Timber as close to the ground as may be practicable, with power saws or otherwise.
2. It is understood and agreed that the Company shall have, and it is hereby granted, the full term of two (2) years, ending two (2) years from the recordation of this Timber Deed, in which to cut and remove the Timber from the said land, at any time and from time to time during said term, including the right to cut over the said land or any portion thereof as many times as the Company may desire.
3. It is further agreed, for the same consideration, that the Company's access to the above described timber area for the purpose of cutting, hauling and removing of the timber hereby conveyed shall be restricted to access only from the adjacent State Highway 629, known as Birdsong Road, and logging road entrances from the said Birdsong Road are to be at angles to avoid direct sightings into the harvested area. It is further agreed for the same consideration that the Company is hereby granted all rights, ways, privileges and easements in and/or upon the above described 190+ acre timber area, which may be useful, convenient, necessary or desirable in cutting, removing or handling the timber, or any other timber, wood, pulpwood or trees, or other thing whatsoever, and the exclusive right to locate, build, construct, erect, maintain, operate and utilize roads, buildings, structures, skidders, vehicles, tools and appliances, and

other means or instrumentalities that the Company may see fit or desire, on, over and across the said land, for all such purposes as the Company may see fit or desire, for itself, its agents, employees and licensees, and also the right to cut, use and remove any small timber and trees, undergrowth, brush or earth, the cutting, use or removal of which may be useful, convenient, necessary or desirable in the exercise of any of the rights granted hereby. All of the rights and privileges hereby granted shall continue until the expiration of the full term hereinabove granted for the cutting and removal of said timber from the said land, whether or not the said timber be cut and removed from the said land prior to the expiration of said term, and whether or not the notice hereinafter provided for be given. The Company shall not be liable for any damages that may be done the timber, trees or undergrowth on the parcel described herein in the cutting, handling or removal of the Timber hereby conveyed or in the exercise of any of the rights or privileges herein granted. The Company shall have the right to remove any property whatsoever placed by it upon the said land, at any time during the continuance of this contract and within one (1) year after the expiration of the rights and privileges enumerated in this paragraph.

4. Reforestation:

It is understood and agreed by and between the parties hereto that the "Company" will site prepare and plant pine seedlings upon the above described 190+ acre parcel of land in accordance with an Alternate Management Plan

obtained by the "Grantor" and the "Company" from the Division of Forestry of the Commonwealth of Virginia. No seed trees shall be required to be left standing upon the above timber tract.

5. It is understood and agreed that the Company will not be responsible for any damage which may be done to interior fences by its logging operations.
6. Company agrees that at the end of its logging operations it will leave paths used by it in as good condition as they were at the beginning of its logging operations.
7. Grantor covenants and agrees that it has caused the boundary lines of the 190+ acre parcel of land herein described, on which the timber is being conveyed, to be plainly marked with blue paint; that the lines as marked are the true and correct boundary lines of the timber area; that the Company has relied on the lines as marked for its determination of the location of the timber purchased.
8. The Party of the First Part agrees that the property lines of the within-described tracts are clearly marked, or will be so marked prior to any timber cutting, and are the correct property lines, and the Party of the First Part will be solely liable for any damage or claim which may be made because of improper or inadequate marking of the property lines.
9. Other terms and conditions:
The Company covenants and agrees by and with the Grantors that no line trees or marked trees are to be cut; that it

will remove all laps from the buffer areas as indicated on the aforesaid Exhibits A and B; that it will remove all logging debris, cans, paper, trash, and etc. from the timber area; that it will comply with the Best Management Practices; that no logging road entrances will be used from Flank Road; that all logging shall be conducted during dry periods to avoid rutting; that the Grantor reserves the right to stop harvesting due to wet soil conditions, however, if that right is exercised then extra time will be granted to remove the aforesaid timber; that it will notify the Grantor prior to road construction from Birdsong Road or harvesting; that if a dispute arises between the Grantor and the Company pertaining to the cutting and said removal of said timber, or any right or condition herein contained, an arbitration committee of three persons shall resolve any such dispute. The arbitration committee shall consist of one person chosen by each of the parties hereto, who will choose a third party to complete the arbitration committee, and the decision of the arbitration committee as to any such dispute shall be final and conclusive.

10. All of the covenants, conditions and provisions hereof shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representative, successors or assigns, whether herein so expressed or not; and "Grantor", wherever used herein, shall be construed to mean and shall include the party of the first part.

IN WITNESS WHEREOF, the City of Petersburg has caused its municipal corporate name to be hereto signed by Richard N.

B77X 167 PAGE 240

Brown, City Manager, on behalf of the City of Petersburg, all in accordance with a resolution adopted by the City Counsel of the City of Petersburg at a counsel meeting duly and lawfully held on the 6th day of June, 1989.

The City of Petersburg
By:

Richard M. Brown (SEAL)
Richard M. Brown, City Manager of the
City of Petersburg

STATE OF VIRGINIA

City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this
6th day of September, 1989, by the City of
Petersburg, by Richard M. Brown, City Manager of the City of
Petersburg.

Tamara G. Wells
Notary Public

My commission expires: November 3, 1989.

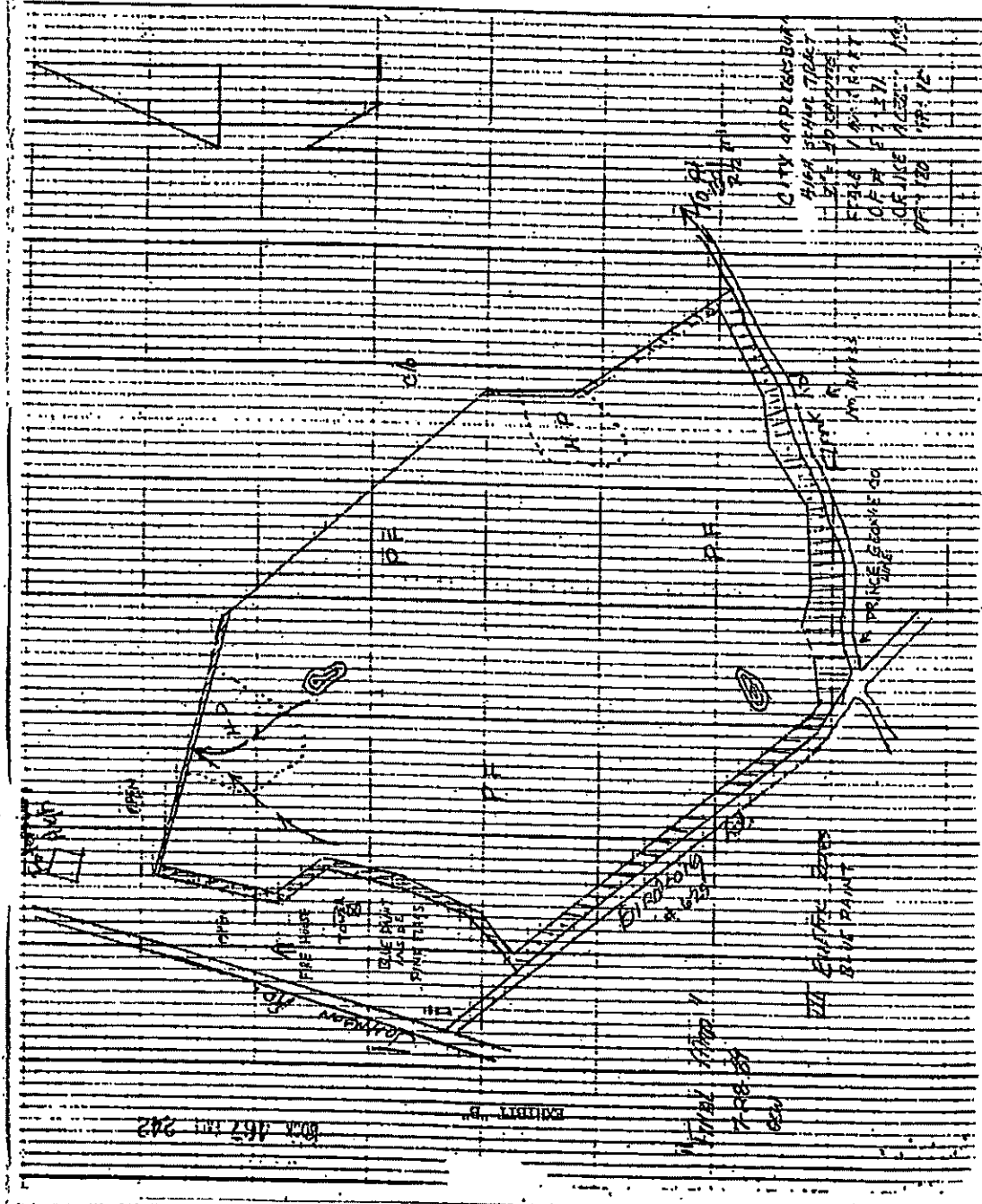
I was commissioned a notary public as Tamara G. Wells.

BOOK 167 PAGE 241

EXHIBIT "A"

ALL that certain tract or parcel of land, lying, situate and being in the City of Petersburg, Virginia, containing 190+ acres, more or less, and bounded generally as follows:

On the South by Birdsong Road; on the Southeast by the right of way of Flank Road; on the West by the property of Second Baptist Church and the Fire Station property of the City of Petersburg; and on the North by the Petersburg High School Property and the property now or formerly belonging to Walter A. Edens, Joe E. Edens and Mary E. Chrane.



DEED BOOK 551 PAGE 833

DEED OF BARGAIN AND SALE

PLAT BOOK 5
PAGE 155

THIS DEED, dated as of March 22, 1996, between THE CONSERVATION FUND, a Maryland not-for-profit corporation, (the "Grantor"), and the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, (the "Grantee"), recites and provides as follows:

RECITALS

The real estate described hereinafter is being conveyed to the City of Petersburg, and is, therefore, exempt from recordation taxes imposed by Section 58.1-802 of the Code of Virginia, 1950, as amended pursuant to the provisions of subparagraph 2 of paragraph C of Section 58.1-811 of the Code of Virginia, 1950, as amended.

CONVEYANCE

For and in consideration of the conveyance made hereby, the consideration received therefor by the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, subject to the matters described herein, hereby grants and conveys to the Grantee with special warranty of title, the real estate described on Exhibit A attached hereto. .

The Grantor does hereby further quitclaim to the Grantee any and all right, title and interest which the Grantor may have in the real estate as described in Exhibit B attached hereto.

DEED BOOK 551 PAGE 834

This conveyance is made subject to all easements, conditions, restrictions and agreements of record that lawfully apply to the Real Estate or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by a duly authorized officer. 134

THE CONSERVATION FUND

By

Kelvin Edmann

COMMONWEALTH
STATE OF VIRGINIA, AT LARGE, to-wit:
COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me in the
County of Arlington, Virginia, this 22nd day of March, 1996, by
Richard L. Erdmann as Vice President of The Conservation
Fund, a Maryland not-for-profit corporation, on behalf of said
corporation.

My commission expires: 3/31/98.

[Signature]
Notary Public

The address of the Grantee is:

The City of Petersburg
City Hall
Room 204
Petersburg, Virginia 23803
Attn: Michael Packer

DEED BOOK 551 PAGE 836

EXHIBIT A

Description of the Real Estate

PARCEL A

All that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, designated as Parcel "A" and shown as containing 294.227 acres on plat of survey entitled "Plat of Property Situated on the Eastern Line of Halifax Road and South of the N. & W. Railroad, Petersburg, Va.", made by Chas. H. Fleet & Assocs., Engineer & Surveyors, dated July 14, 1978, revised March 19, 1979, and in accordance with which plat is more particularly described as follows:

BEGINNING at an iron rod marking the intersection of the Eastern line of the Seaboard Coastline Railroad right of way and the Southern line of the Norfolk and Western Railroad right of way; thence (1) in an Eastwardly direction along the said Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left having a radius of 5899.60' and a length of 747.97' to a point; thence (2) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 3° 50' 14" E. 30.0' to a point; thence (3) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left having a radius of 5869.60' and a length of 700.69' to a point; thence (4) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 3° 00' 09" W. 80.0' to a point; thence (5) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left, having a radius of 5789.60' and a length of 1706.47' to a point; thence (6) continuing along the Southern line of the Norfolk and Western Railroad right of way in an Eastwardly direction N. 70° 08' 10" E. 127.20' to a point; thence (7) in a Southwardly direction along the Southern line of the Norfolk and Western Railroad right of way S. 19° 51' 50" E. 90.0' to a point; thence (8) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 70° 00' 10" E. 200.0' to a point; thence (9) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 19° 51' 50" W. 90.0' to a point; thence (10) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 70° 08' 10" E. 419.50' to an iron rod; thence (11) in a Southwardly direction S. 17° 35' 50" W. 1558.61' to an old iron rod; thence (12) continuing in a Southwardly direction S. 17° 49' 30" W. 1039.43' to a stone monument; thence (13) in an Eastwardly direction S. 84° 55' 30" E. 378.0' to an iron rod; thence (14) continuing in an Eastwardly direction S. 61° 25' 30" E. 170.0' to an iron rod; thence (15) continuing in an Eastwardly direction S. 86° 55' 30" E. 202.0' to an iron rod; thence (16) continuing in an Eastwardly

DEED BOOK 551 PAGE 837

direction N. 69° 06' 50" E. 101.08' to an old pipe; thence (17) continuing in an Eastwardly direction N. 89° 04' 30" E. 217.0' to an iron rod; thence (18) continuing in an Eastwardly direction S. 81° 55' 30" E. 508.0' to an iron rod; thence (19) in a Southwardly direction S. 31° 48' 10" W. 414.46' to an old pipe; thence (20) continuing in a Southwardly S. 28° 59' 30" W. 352.30' to an iron rod; thence (21) continuing in a Southwardly direction S. 43° 17' 30" W. 310.70' to a twin gum tree; thence (22) continuing in a Southwardly direction S. 43° 41' 30" W. 309.12' to a railroad rail; thence (23) in an Westwardly direction N. 83° 58' W. 1159.03' to a maple tree; thence (24) in a Southwardly direction S. 8° 41' 20" W. 663.60' to an oak tree; thence (25) continuing in a Southwardly direction S. 8° 01' W. 398.0 to a stone monument; thence (26) in a Westwardly direction N. 82° 50' 10" W. 572.0' to an oak tree; thence (27) continuing in a Westwardly direction N. 81° 16' 30" W. 1346.71' to an old iron; thence (28) continuing in a Westwardly direction N. 81° 12' 30" W. 221.52' to an iron rod on the Eastern line of Halifax Road (Route No. 604); thence (29) along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 12° 27' 15" W. 617.03' to a point; thence (30) leaving the said Eastern line of Halifax Road (Route No. 604) in an Eastwardly direction N. 89° 32' 45" E. 599.08' to a point; thence (31) in a Northwardly direction N. 2° 38' 25" E. 672.63' to a point; thence (32) in a Westwardly direction N. 89° 31' 14" W. 763.88' to a point; on the Eastern line of Halifax Road (Route No. 604); thence (33) in a Northwardly direction along the said Eastern line of Halifax Road (Route No. 604), which is a curved line to the right having a radius of 2833.23' and a length of 708.71' to an old pipe; thence (34) continuing along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 5° 48' 15" E. 1243.62' to an iron rod; thence (35) continuing in a Northwardly direction along the Eastern line of Halifax Road (Route No. 604), which is a curved line to the left having a radius of 411.72' and a length of 422.01' to an old pipe marking the intersection of the Eastern line of Halifax Road (Route No. 604) and the Eastern line of the Seaboard Coastline Railroad right of way; thence (36) along the said Eastern line of the Seaboard Coastline Railroad right of way in a Northwardly direction N. 00° 13' 45" E. 163.09' to an iron rod, the point of beginning.

LESS AND EXCEPT (i) that portion of Parcel A conveyed to the City of Petersburg, Virginia, a political subdivision of the Commonwealth of Virginia, by Deed of Gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated May 10, 1990, recorded December 21, 1990, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 483, page 148; and (ii) that portion of Parcel A conveyed to the City of Petersburg, a municipal corporation of the Commonwealth of Virginia, by Deed from The Conservation Fund, a Maryland not-for-profit corporation, dated August 25, 1995, recorded September 20,

DEED BOOK 551 PAGE 838

1995, in the aforesaid Clerk's Office, in Deed Book 544, page 555.

PARCEL B

ALL that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, designated as Parcel "B" and shown as containing 10.676 acres on plat of survey entitled "Plat of Property Situated on the Eastern line of Halifax Road and South of the N. & W. Railroad, Petersburg, Va.", made by Chas. H. Fleet & Assocs., Engineer & Surveyors, dated July 14, 1978 revised March 19, 1979, a copy of which plat is attached to and recorded with that certain deed from Mary Elizabeth Stewart to General Foods Corporation, dated March 27, 1979, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

BEGINNING at a point on the Eastern line of Halifax Road (Route No. 604) which point is 2537.43' South of an iron rod marking the intersection of the Eastern line of the Seaboard Coastline Railroad right of way and the Southern line of the Norfolk & Western Railroad right of way, thence (1) leaving the said Eastern line of Halifax Road (Route No. 604) in an Eastwardly direction S. 89° 31' 14" E. 763.80' to a point; thence (2) in a Southwardly direction S. 2° 38' 25" W. 672.63' to a point; thence (3) in a Westwardly direction S. 89° 32' 45" W. 599.08' to a point on the Eastern line of Halifax Road (Route No. 604); thence (4) along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 12° 27' 15" W. 501.84' to an iron rod; thence (5) in an Eastwardly direction along the Eastern line of Halifax Road (Route No. 604) N. 77° 32' 45" E. 10.0' to an iron rod; thence (6) in a Northwardly direction along the Eastern line of Halifax Road (Route No. 604) which is a curved line to the right having a radius of 2833.23' and a length of 194.15' to a point, the point of beginning.

LESS AND EXCEPT that portion of Parcel B conveyed to the City of Petersburg, Virginia, political subdivision of the Commonwealth of Virginia, by Deed of Gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated May 10, 1990, recorded December 21, 1990, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 483, page 148.

BEING as to both Parcel A and Parcel B portions of the same property conveyed to The Conservation Fund, a Maryland not-for-profit corporation, by deed of gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated November 13, 1992, recorded November 17, 1992, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 503, page 507.

DEED BOOK 551 PAGE 839

EXHIBIT B

Description of the Real Estate

ALL that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, containing 202.304 acres as shown on plat of survey dated January 22, 1996, and January 23, 1996, by Harvey L. Parks, Inc., Land Surveyors entitled "Plat of 202.304 Acres Situated on the East side of Halifax Road and South of the Norfolk Southern Railroad, City of Petersburg, Virginia" a copy of which plat is attached hereto as a part hereof, and to which plat reference is made for a more particular description.

BEING portions of the same property conveyed to The Conservation Fund, a Maryland not-for-profit corporation, by deed of gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods corporation, a Delaware corporation, dated November 13, 1992, recorded November 17, 1992, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 503, page 507.

I hereby certify that the taxes imposed by
Sec. 58.1-802 of the Code in the amount of
\$1,060.74 have been paid to this office

VIRGINIA: In the Clerk's Office of the Circuit Court of
the City of Petersburg, MARCH 25, 1996
The foregoing instrument was this day lodged in said
office and, with the certificate, annexed.
admitted to record at 12:15 PM
Teste: Benjamin D. Smith, Clerk

RETURNED APRIL 10, 1996 TO:
HUNTON AND WILLIAMS
RIVERFRONT PLAZA EAST TOWER
951 EAST BYRD ST
RICHMOND, VIRGINIA 23219-4074

Petersburg, Virginia

Parcel:

031040003

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	436 BYRNE ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.148	City Ward:	5
Legal Description:	29.5X219.5	Polling Place:	Tabernacle Baptist Church
Subdivision:	Charlton	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/23/2004	\$3,000	2004/3167

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$4,500	\$4,500	\$4,500	\$10,400	\$10,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$4,500	\$4,500	\$4,500	\$10,400	\$10,400

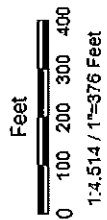
Property Tax (Coming Soon)

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

-  City Boundary
-  Parcels



Parcel #: 031040003

Date: 5/6/2025

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.



FRONT ELEVATION

19' wide x 60' long



REAR ELEVATION

RIGHT

LEFT



Priscila Acuña <priscilaacunava@gmail.com>

436 Byrne street

Maxwell Gorman <mgorman@petersburg-va.org>
To: Priscila Acuña <priscilaacunava@gmail.com>

Mon, Apr 28, 2025 at 1:14 PM

From a zoning 436 Byrne street is considered buildable for a single-family dwelling.
All setbacks must be met, off-street parking must be provided.

Maxwell Gorman
Zoning Administrator

Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

From: Priscila Acuña <priscilaacunava@gmail.com>
Sent: Friday, April 25, 2025 11:36 AM
To: Maxwell Gorman <mgorman@petersburg-va.org>
Subject: 436 Byrne street

You don't often get email from priscilaacunava@gmail.com. Learn why this is important

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

Hey Mex this is Priscila we spoke a little bit ago. This is the Scaled sketch for city owned property I am trying to purchase.

Thank you
Priscila Acuña

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: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA**

PURPOSE: Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA

REASON: To present an Ordinance authorizing the City Manager to execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the development of 201 Virginia Ave, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreement related to the sale of city-owned property located at 201 Virginia Ave, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 7/15/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Ordinance

2. 201 Virginia Ave -Teman Square Acre Property Packet

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 201 Virginia Ave.

WHEREAS, the City of Petersburg has received proposals from SQUARE ACRE PROPERTY to purchase the City-owned property at 201 Virginia Ave; and

WHEREAS, the potential benefits to the City include infill development, economic growth, and increased tax base; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the sale of City-owned property.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with SQUARE ACRE PROPERTY toward the sale and development of City-owned property located at 201 Virginia Ave.

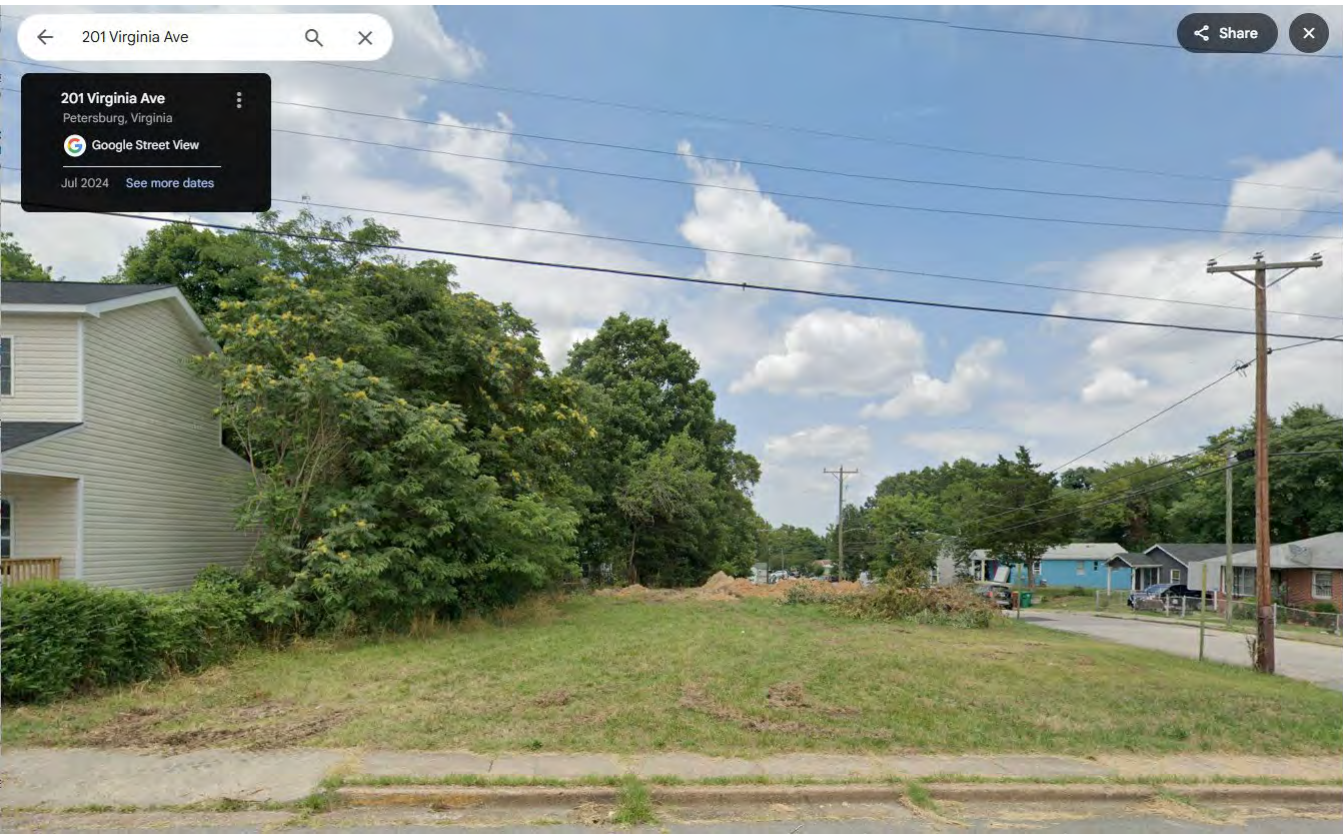
PROJECT BRIEF

Developer:	Square Acre Property
Project Address:	201 Virginia Avenue
Assessed Value:	\$6700.00
Offer Amount:	\$6700.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

Developer proposes the construction of a custom built single family home.

PROPERTY PICTURE (TODAY)



Square Acre Property
Group, LLC. 9609 Dink
Ln
Glen Allen, VA 23060
804-402-6192

Date: April 14, 2025

City of Petersburg Real Estate Department

Subject: Offer to Purchase Lot at 201 Virginia Ave., Petersburg, VA 23803

To Whom It May Concern,

I am writing to formally express my interest in purchasing the property located at 201 Virginia Ave, Petersburg, VA 23803. As part of this offer, I propose to pay the assessed value of \$6,700 for the property.

I understand that the property is owned by the City of Petersburg and would like to proceed with the necessary steps to finalize this transaction. Please advise me on any further information or documentation required to facilitate this process.

Thank you for considering my offer. I look forward to working with the City of Petersburg to complete this acquisition. Please feel free to contact me at your convenience via phone at 804-402-6192 or email at squareacreproperty@gmail.com.

Sincerely,

Teman P. Darville, MM

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$6,700.00

Consideration: \$ 6,700.00

Tax Map No.: 031350014

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 04/12/2025 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Square Acre Property Group, LLC hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 201 Virginia Ave Tax Map Number: 031350014 and further described as

_____ as indicated in the recorded deed for the property (**Attachment A**)
_____ which is herein adopted and incorporated as if set forth fully herein (hereinafter
"Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Six Thousand and Seven Hundred Dollars. (\$ 6,700.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price Six Hundred and Seventy Dollars (\$ 670.00) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on _____) Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made _____ and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
 - b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.
9. Condition of the **Property**: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.
10. **Insurance and Indemnification**: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually **agree** to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

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

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCAHSE:

Square Acre Property Group, LLC

9609 Dink Ln
Glen Allen, VA 23060

804-402-6192

squareacreproperty@gmail.com

COPY TO:

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** - deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** - Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Square Acre Property Group, LLC

By: Teman P. Darville, Managing Member

Title: Owner

Date: 04/12/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

CITY OF PETERSBURG

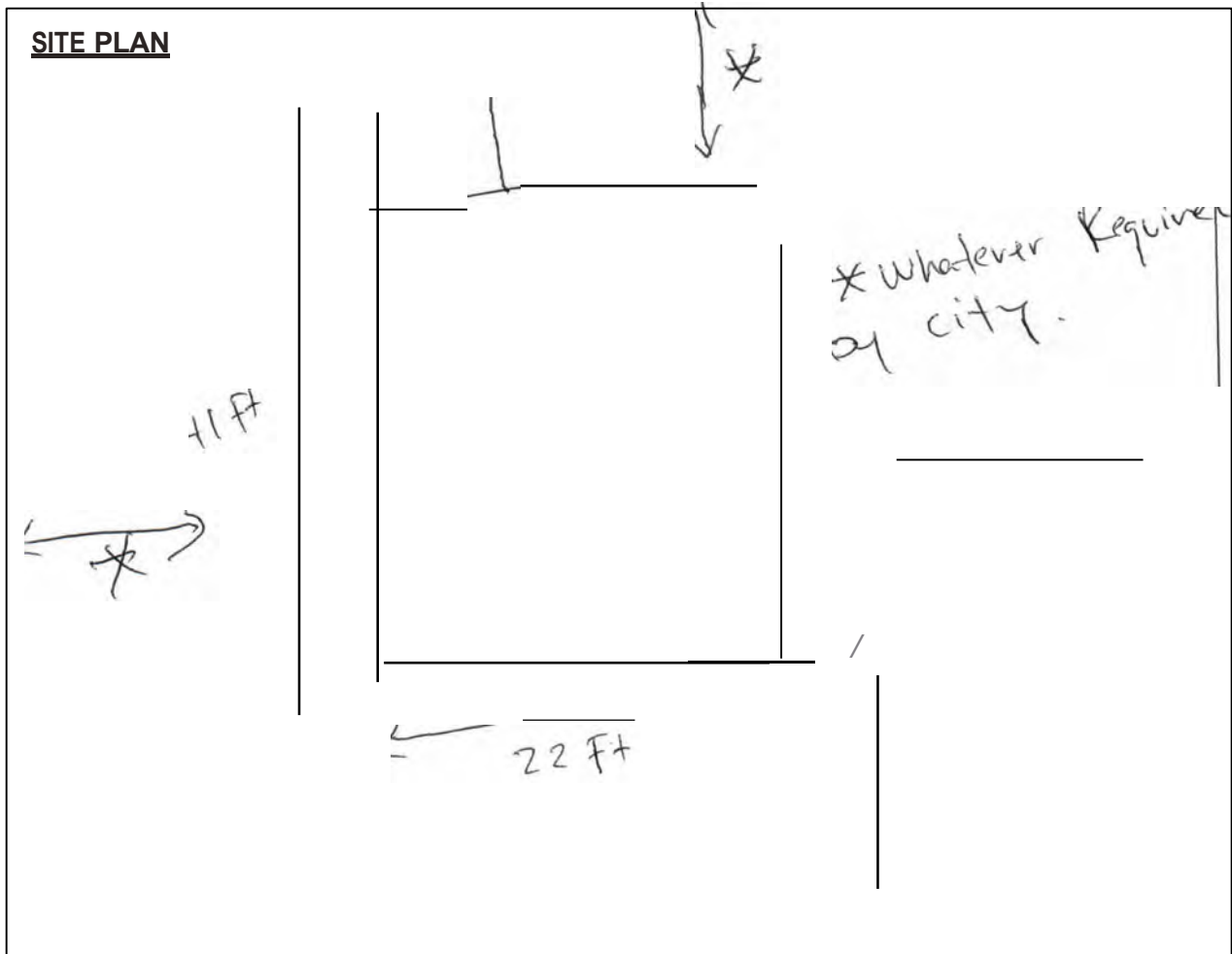
PLANNING AND COMMUNITY DEVELOPMENT

106 W. TABB STREET, PETERSBURG, VIRGINIA 23803

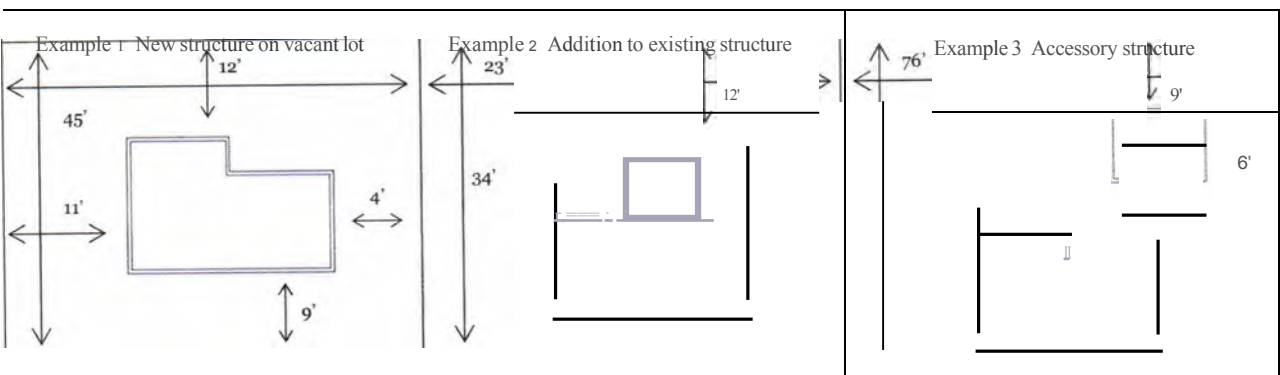
PHONE (804) 733-2409 FAX (804) 863-2780 TDD (804) 732-8003

-----REAR PROPERTY LINE

SITE PLAN



-----FRONT PROPERTY LINE-----



Business Plan for 201 Virginia Ave, Petersburg, VA 23803

Executive Summary

Teman P. Darville, an experienced owner and general contractor, specializes in building high-end affordable housing. The project at 201 Virginia Ave will deliver a quality, single-family home tailored to the needs of local families. This 1,500 sq. ft. residence will include 3 bedrooms, 2.5 bathrooms, a porch, and a deck, offering a blend of affordability and upscale design. Financed through personal and family funds, the project is a cash build, ensuring efficient completion.

Company Description

The business focuses on creating affordable housing solutions that maintain high-quality construction standards. Each project is crafted with attention to detail and compliance with local building codes. Teman P. Darville operates as both owner and general contractor, leveraging his expertise to oversee each phase of construction directly.

Market Analysis

Petersburg's housing market demonstrates a strong demand for affordable, high-quality single-family homes. The city is undergoing revitalization, with increased interest from families seeking modern homes near local amenities. This project aligns with local housing needs, addressing the shortage of affordable yet stylish residences.

Competitive Analysis

The project at 201 Virginia Ave stands out in its market due to:

1. High-quality design comparable to custom homes but at an affordable price point.
2. Strategic location within a growing community.
3. Commitment to utilizing cash resources, ensuring timely completion without financing delays.

Organizational Structure

- Owner/General Contractor: Teman P. Darville oversees all aspects of the project, from design to completion.
- Subcontractors: Licensed professionals for specific tasks, including electrical, plumbing, and landscaping.

Breakdown of Products and Services

The primary deliverable is a 1,600 sq. ft. single-family home with modern amenities, designed for comfort and practicality. The project includes:

- Construction and finishing of the home.
- Site improvements, including landscaping and driveway installation.

Marketing Plan

Upon completion, the property will be marketed to local families through:

- Online real estate platforms.
- Collaboration with local real estate agents.
- Word-of-mouth referrals.

Capital Budget

The total project budget is \$170,000, covering:

- Land acquisition (\$6,700)
- Construction costs, including materials, labor, and permits.
- Landscaping and site improvements.

Operating Budget

Minimal operating costs during construction include:

- Temporary utilities.
- Insurance.

Pro Forma Financial Projections

- Estimated Sale Price: Competitive with similar homes in the neighborhood (approx. \$270,000-\$299,000)
- Projected Profit: \$80,000-\$105,000, depending on market conditions.

Project/Investment Funding

The project will be entirely funded through personal savings and family contributions, eliminating the need for bank financing. This ensures a streamlined process and the ability to adapt quickly to unforeseen circumstances.

Tentative Site Development Plan

The project timeline is as follows:

- July 2025: Begin site preparation and utility connections.
- August- September 2025: Construction of the home, including framing, roofing, and interior finishes.
- October 2025: Final inspections, landscaping, and completion.
- October 2025: Home ready for occupancy.

Site Development Plan for 201 Virginia Ave., Petersburg, VA 23803

Project Overview

- Project Type: New Construction, Single-Family Home
- Home Specifications:
- **Size: 1,600 sq. ft.**
- Bedrooms: 3
- Bathrooms: 2.5
- Features: Porch, Deck

Development Timeline

- June 2025:
- Begin site preparation (clearing, grading, and soil testing).
- Install utility connections (water, sewer, electricity, and gas).
- Obtain final permits from the City of Petersburg.
- July 2025:
- Begin foundation work (excavation, pouring foundation).
- Start framing and structural construction.
- August - September 2025:
- Complete roofing, exterior finishes, and interior rough-ins (plumbing, electrical, HVAC).
- Begin interior drywall and insulation installation.
- October 2025:
- Finalize interior finishes (flooring, paint, cabinetry, and fixtures).
- Landscaping and driveway installation.
- Conduct final inspections and obtain certificate of occupancy.

- Early November 2025: Complete construction and prepare for occupancy.

Projected Costs

- Total Estimated Cost: \$170,000

Roles and Responsibilities

- Owner and General Contractor is Square Acre Property Group. LLC.
- Overseeing the entire project, managing subcontractors, and ensuring compliance with building codes.

Compliance

All development will adhere to City of Petersburg building codes and zoning requirements. Any recommendations or adjustments suggested by the Code Enforcement Office will be implemented promptly.

Additional Information

- Utility Confirmation: Verified availability of water, sewer, and electricity with the city.
- Reference Design: Identical to 51 West 27th Street Richmond, Va. The house design could differ slightly.

Petersburg, Virginia

Parcel: 031350014

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	201 VIRGINIA AVE Petersburg , VA	Congressional District:	4
Legal Acreage:	.087	City Ward:	5
Legal Description:	PT LT 451 THE HEIGHTS BOLLING PLAT 76X50	Polling Place:	Tabernacle Baptist Church
Subdivision:	Delectable Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	10/15/1985	\$3,050	554/872

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$6,600	\$6,700	\$6,700	\$6,700	\$6,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,600	\$6,700	\$6,700	\$6,700	\$6,700

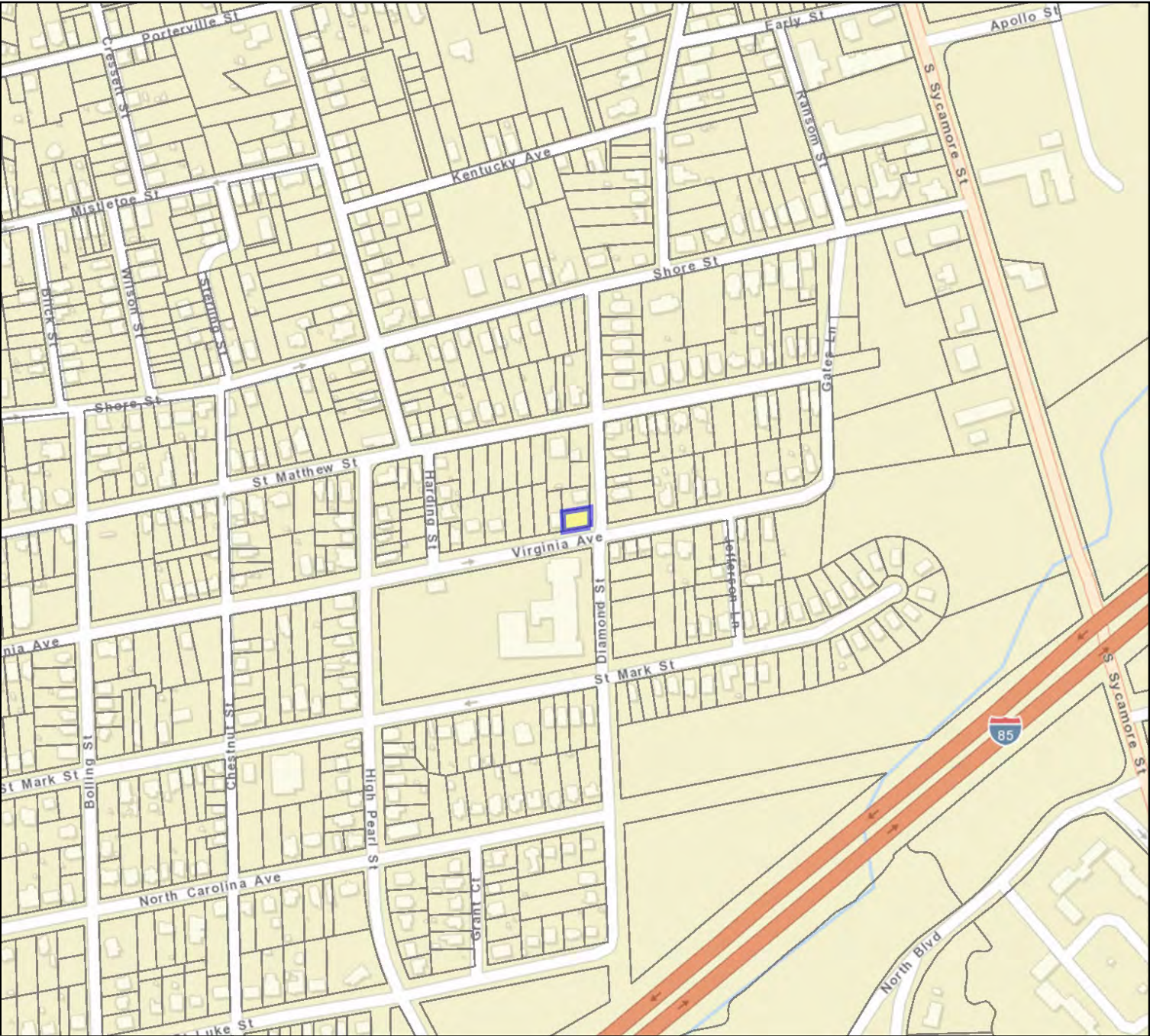
Property Tax (Coming Soon)

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

- City Boundary
- Parcels



Parcel #: 031350014

Date: 4/12/2025

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.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA**

PURPOSE: Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA

REASON: To present an Ordinance authorizing the City Manager to execute the Purchase Agreements between the City of Petersburg and NUWAVE for the development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreements and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreements related to the sale of city-owned property located at 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 7/15/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. NUWAVE Coversheets
2. NUWAVE Ordinance
3. 201 Terrace Street Pur Agreement Pkt
4. 215 S. Jones Street Pur Agreement Pkt
5. 417 S. Jefferson Street Pur Agreement Pkt
6. 851 E. Bank Street Pur Agreement Pkt
7. 921 Priam Street Pur Agreement Pkt
8. 1150 Rome ST Pur Agreement Pkt
9. 1162 Hinton Street Pur Agreement Pkt
10. 1420 Ferndale Pur Agreement Pkt

PROJECT BRIEF

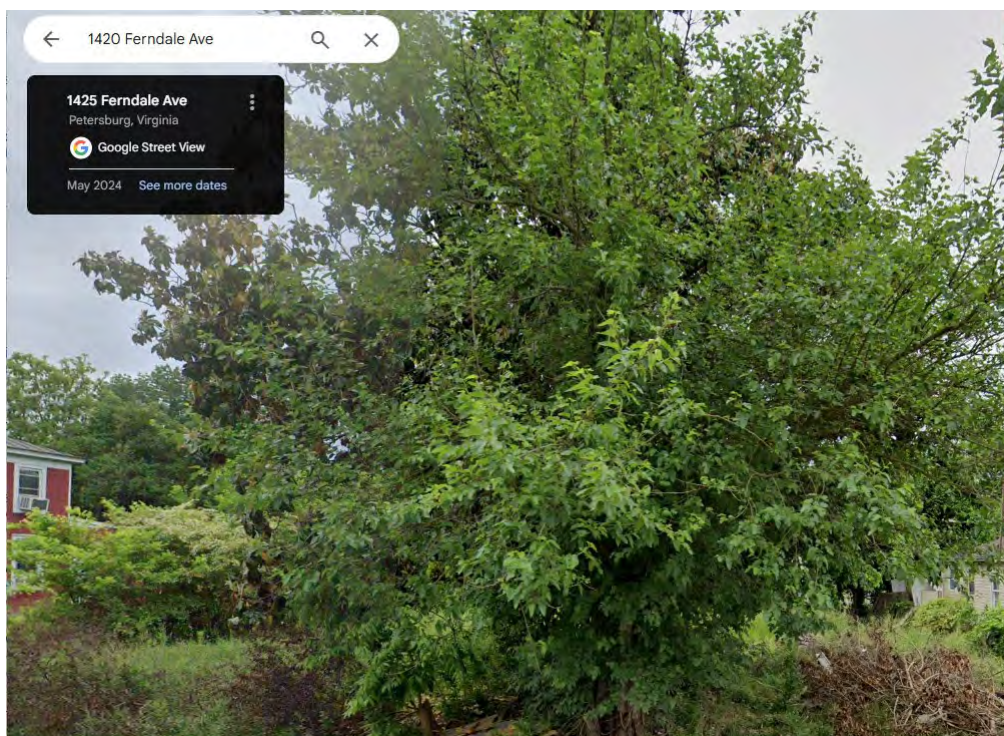
Developer:	Nuwave Development
Project Address:	215 South Jones Street 1420 Ferndale Avenue 1150 Rome Street 1162 Hinton Street 201 Terrace Avenue 417 South Jefferson Street 921 Priam Street 851 East Bank Street
Assessed Value:	\$55,000.00
Offer Amount:	\$55,000.00
Percentage Offered:	100%

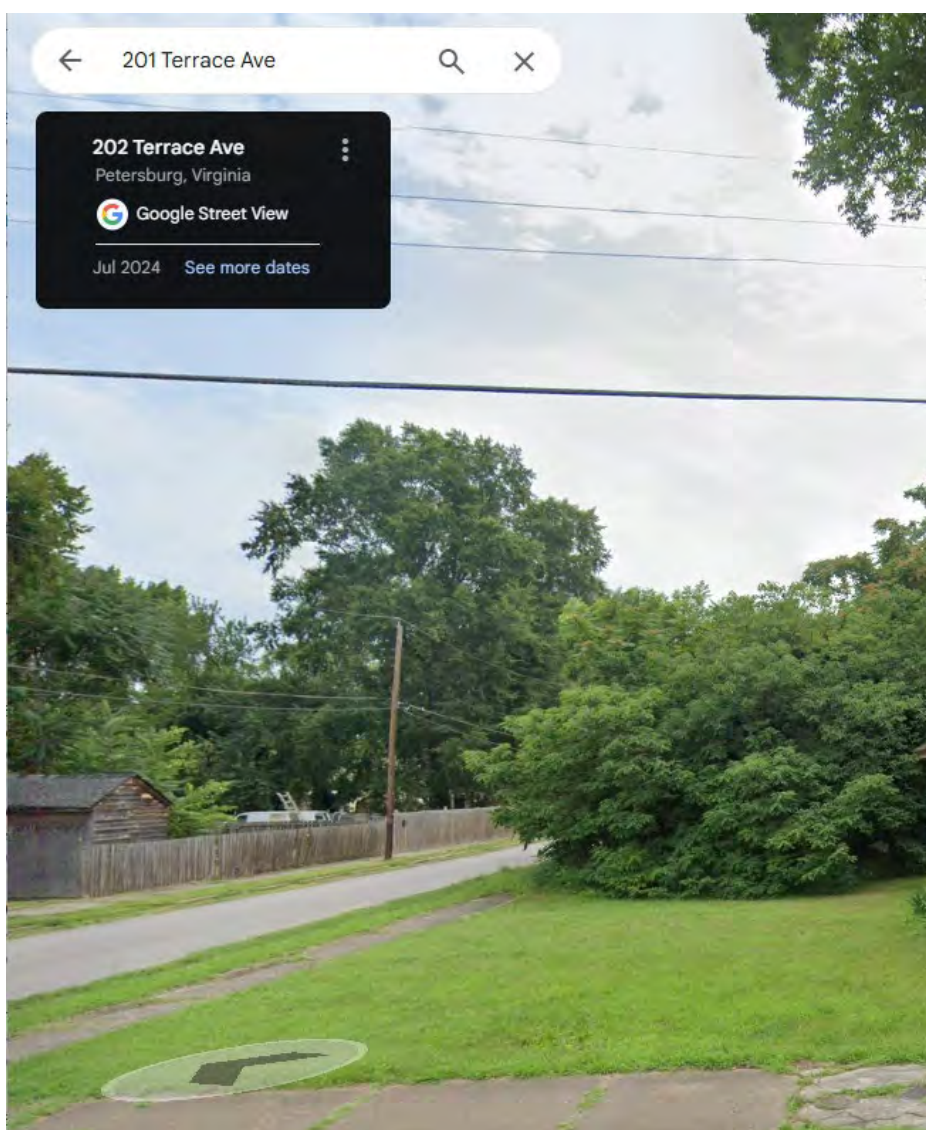
PROJECT DESCRIPTION:

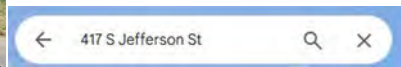
Developer’s proposal is to build single family homes to be sold at market value.

PROPERTY PICTURE (TODAY)











ORDINANCE

This is an Ordinance Authorizing the City Manager to execute Purchase Agreements toward the Sale of a City-owned property at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

WHEREAS, the City of Petersburg has received proposals from NUWAVE to purchase the City-owned property at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave; and

WHEREAS, the potential benefits to the City include infill development, economic growth, and increased tax base; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the sale of City-owned property.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute Purchase Agreements with NUWAVE toward the sale and development of City-owned property located at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,400.00

Consideration: \$5,400.00

Tax Map No.: 21240001

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 201 Terrace Ave, Tax Map Number: 21240001 and further described as, Parcel 2 at the southeast corner of Terrace Avenue and Cameron Street fronting on Terrace Ave, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Five Thousand Four Hundred Dollars \$5,400.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Forty Dollars \$540.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due

Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable

overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. ste 201

Richmond, VA, 23222

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

210
PETERSBURG, VA 23805

BOOK 0589 PAGE 0697

THIS DEED, Made this 17th day of April, 1998, by and between J. Roland PIERCE and Addie S. PIERCE, husband and wife, hereinafter called the Grantors, parties of the first part; and City of PETERSBURG, Virginia, a municipal corporation, hereinafter called the Grantee, party of the second part.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, cash in hand paid, receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the City of Petersburg, a municipal corporation, the following described property, to-wit:

See Attached Schedule "A"

This conveyance is made subject to all recorded easements, conditions, restrictions and reservations affecting said property which may lawfully apply.

WITNESS the following signatures and seals:

J. Roland Pierce (SEAL)

Addie S. Pierce (SEAL)
Addie S. Pierce

STATE OF VIRGINIA AT LARGE,

City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by J. Roland Pierce and Addie S. Pierce, husband and wife.

My commission expires: 8/31/2001

Notary Public

Grantees Address:

City Hall
714 VA 23803

Prepared by Jerry H. Jones

Tax exempt pursuant to 58.1-811(3)

Schedule "A"

PARCEL 1:

ALL that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the south side of Washington Street, on which it fronts 50 feet, and from which it runs back between parallel lines along the east side of Pine Street on its western boundary 130 feet, and being Lot No. 1 on a plat of subdivision of the lands of Ann Smith, deceased, made by F. L. Leavenworth, Surveyor, of recorded in Volume 55, page 94, of the books of the Clerk's Office of the Circuit Court (formerly Hustings Court) of the City of Petersburg, Virginia, and being currently known as 618 West Washington Street.

It being the same property in all respects which was conveyed to J. Roland Pierce and Addie S. Pierce, husband and wife, by deed from Barbara I. Francis, widow, dated October 31, 1985, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 240, page 528.

PARCEL 2:

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, situate and being in the City of Petersburg, Virginia, at the southeast corner of Terrace Avenue and Cameron Street, fronting on Terrace Avenue thirty (30) feet and running back eastwardly by parallel lines 135 feet to other property now or formerly belonging to Dewitt Burnett, the North line of said property being along the South line of Cameron Street, it being a part of Lot No. Forty-eight (48) on the plat of Highland Terrace made by T. R. Dunn, C.E., dated July 25, 1890, and recorded in the Clerk's Office of said City in Deed Book 54, at page 156, the residence on said property being known by the current City street numbers as 201 Terrace Avenue.

It being the same property in all respects which was conveyed to J. Roland Pierce and Addie S. Pierce, husband and wife, by deed from Harold Raymond Francis, Jr. and Kay B. Francis, his wife, dated April 8, 1991, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 486, page 292.

INSTRUMENT #980001422
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON

-2-

APRIL 20, 1998 AT 12:28PM

\$14.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$7.00 LOCAL: \$7.00

BENJAMIN O. SCOTT, CLERK

BY: Dawn Boze (DC)

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: **201 Terrace Ave**

Parcel Number: 021240001

Lot Size: .093

2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,400.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 201 TERRACE AVE Petersburg VA

Legal Acreage: .093

Legal Description: PT LOT 48 HIGHLANDTERRACE PLAT 30 X 135

Subdivision: Highland Terrace

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: 51730810100

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 4

Polling Place: Union Train Station

Primary Service Area: No Data

Census Tract: 8101

School

Elementary School: Lakemont

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

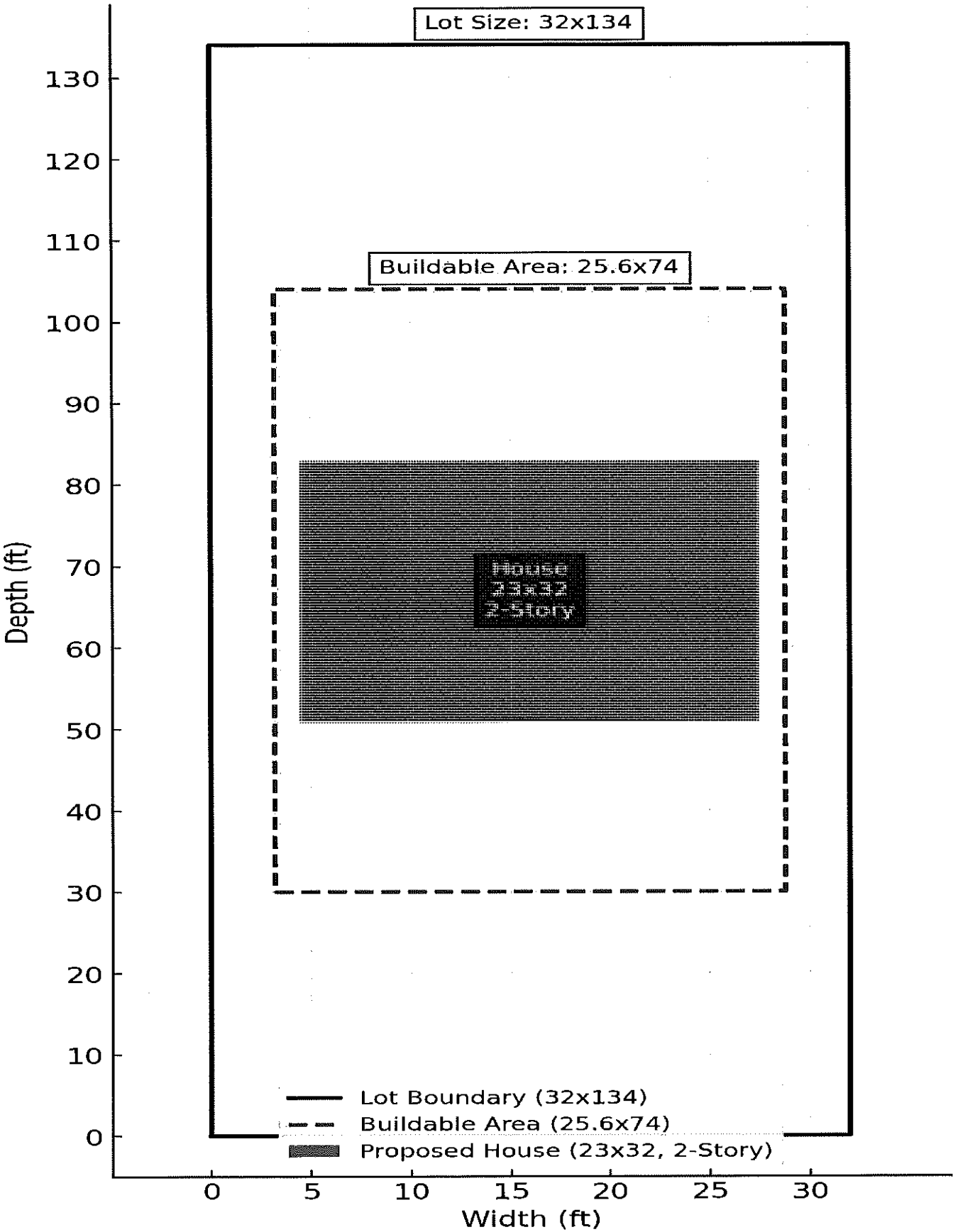
William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Final Structure for 201 Terrace Ave

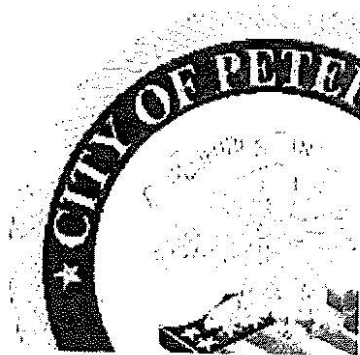


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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

Petersburg, Virginia

Parcel:

021240001

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	201 TERRACE AVE Petersburg, VA	Congressional District:	4
Legal Acreage:	.093	City Ward:	4
Legal Description:	PT LOT 48 HIGHLAND TERRACE PLAT 30 X 135	Polling Place:	Union Train Station
Subdivision:	Highland Terrace	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/20/1998	\$13,600	589/697

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$4,900	\$5,400	\$5,400	\$5,400	\$5,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$4,900	\$5,400	\$5,400	\$5,400	\$5,400

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

- ☐ City Boundary
- ☐ Parcels

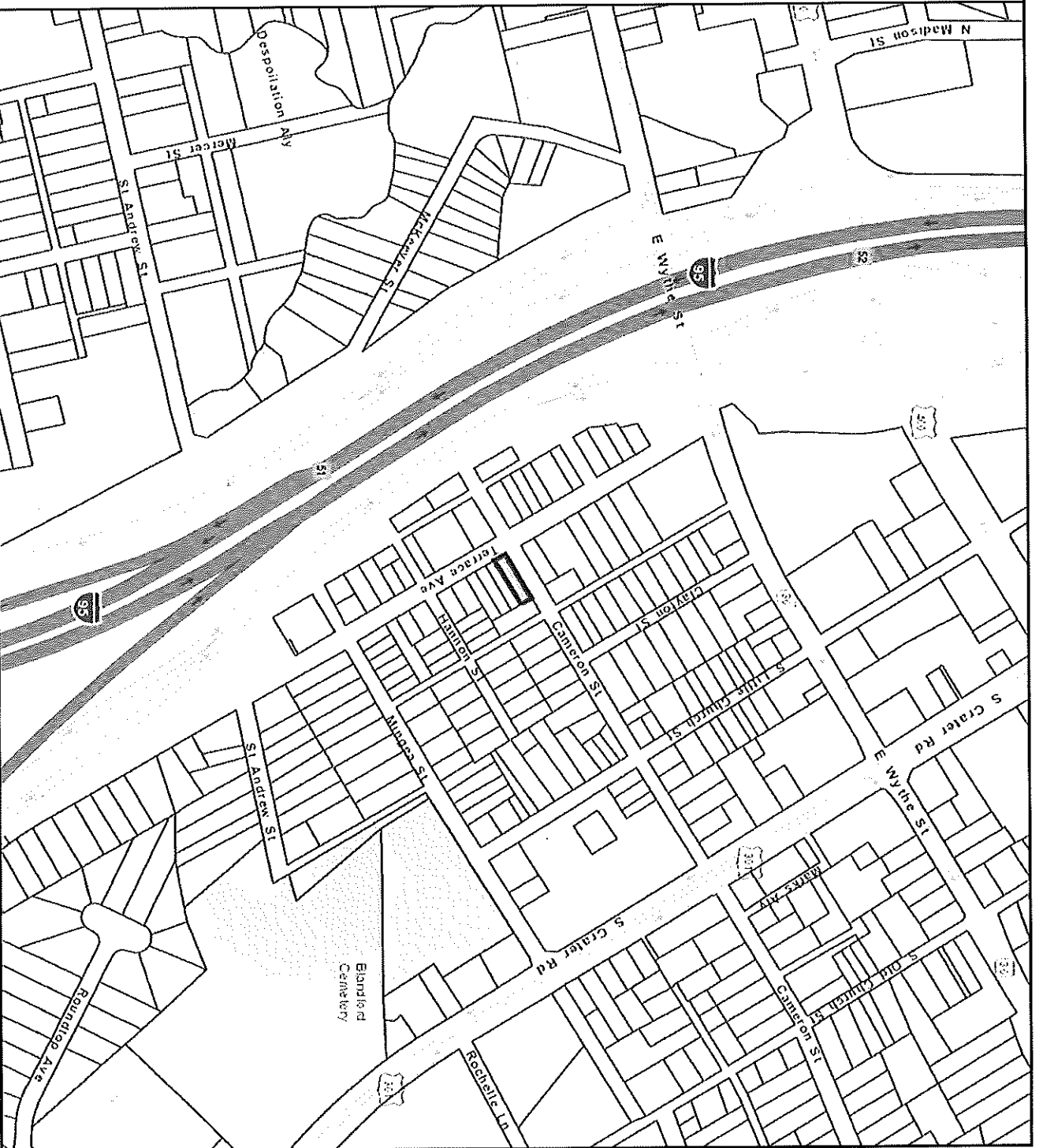
Feet

0 100 200 300 400
1:4.514 / 1"=376 Feet

Parcel #: 021240001

Date: 4/10/2025

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.





Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,900.00

Consideration: \$5,900.00

Tax Map No.: 23280005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 215 S Jones St, Tax Map Number: 23280005 and further described as, situated on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Five Thousand NineHundred Dollars \$5,900.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Ninety Dollars \$590.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due

Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD– date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable

overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St Ste 201

Richmond Va 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Pender & Coward,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: 215 S Jones St

Parcel Number: 023280005

Lot Size: .093

2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,900.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 215 JONES ST S Petersburg VA

Legal Acreage: .093

Legal Description: 30.10X135

Subdivision: Bishop

Assessment Neighborhood Name: No Data

Local Historic District: Folley Castle

National Historic District: Folley Castle

Enterprise Zone: Yes

Opportunity Zone: No Data

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 5

Polling Place: Tabernacle Baptist Church

Primary Service Area: No Data

Census Tract: 8104

School

Elementary School: Pleasants Lane

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

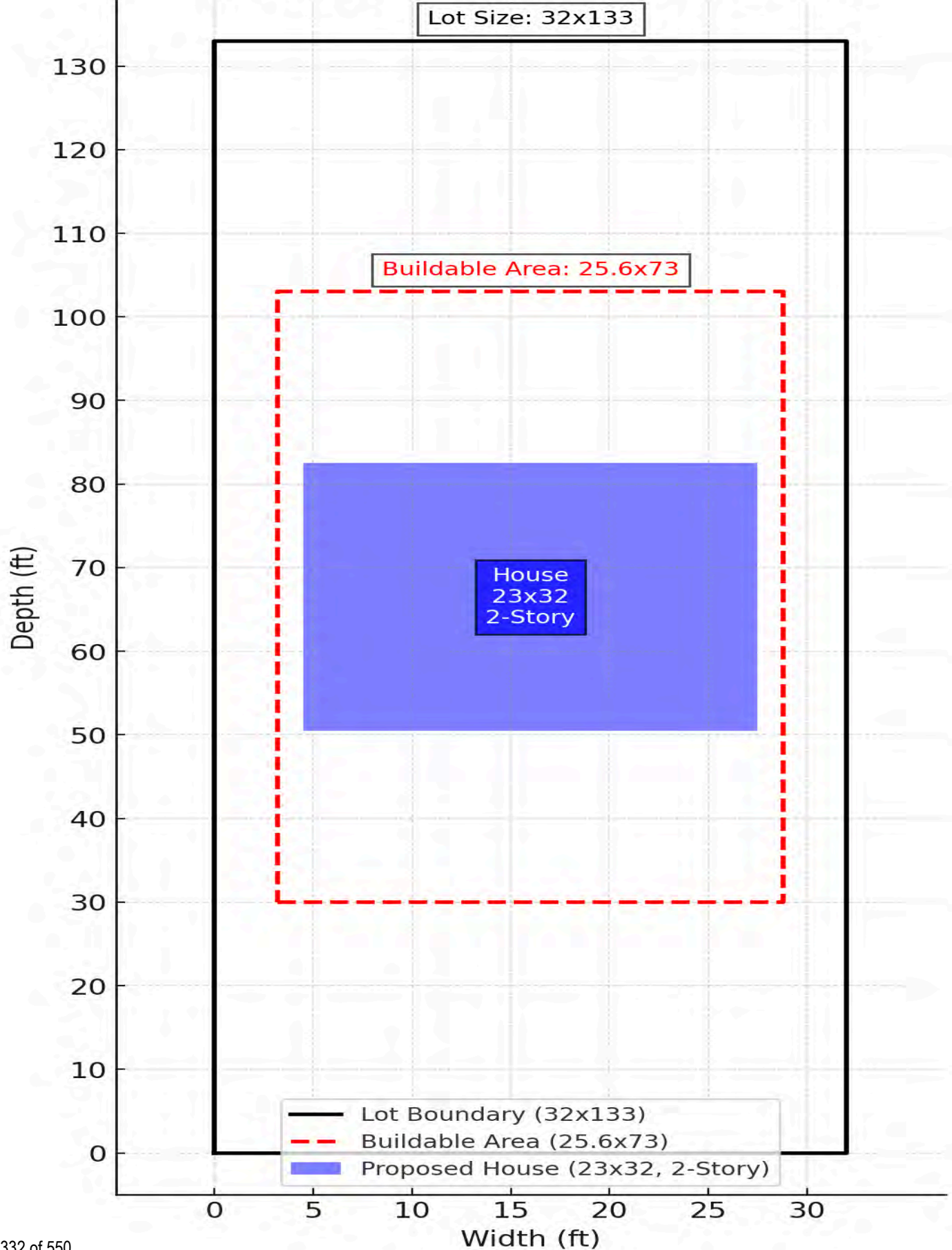
William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Final Structure for 215 S Jones St

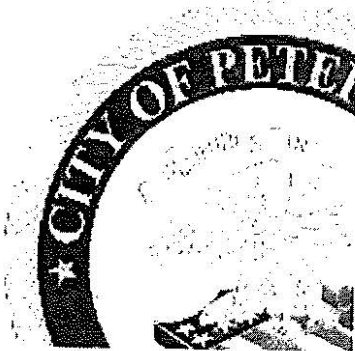


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$9,200.00

Consideration: \$9,200.00

Tax Map No.: 22390008

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 417 S Jefferson St, Tax Map Number: 22390008 and further described as, Parcel NO. 30 of Lot No. 7, on the east side of Jefferson Street, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. Purchase Price: The purchase price for the Property is Nine Thousand Two Hundred Dollars \$9,200.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Nine Hundred Twenty Dollars \$920.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court,

administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

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135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

COPY TO: _____

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

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20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

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26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$9,200.00

Consideration: \$ 9,200.00

Tax Map No.: 22390008

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 451 S Jefferson St, Tax Map Number: 22390008 and further described as, Parcel NO. 30 of Lot No. 7, on the east side of Jefferson Street, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. Purchase Price: The purchase price for the Property is Five Thousand Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph

5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court,

administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond Va, 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

THIS DEED, made and entered into this 1st day of May, 1991, by and between Richard L. JONES, Special Commissioner in the chancery suit of "Commonwealth of Virginia, City of Petersburg v. A & B Builders etc., et al", Chancery No. 77-1990, party of the first part, and CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia, party of the second part.

WHEREAS, by Decrees entered in the Circuit Court of the City of Petersburg, Virginia, in the above styled cause on March 13, 1991 and March 18, 1991, Richard L. Jones was appointed a Special Commissioner to make sale of the property hereinafter mentioned and described; and

WHEREAS, by Decree entered in said cause on the 1st day of May, 1991, the sale of the said property to CITY OF PETERSBURG or its assigns, was confirmed by the Court and the said Richard L. Jones was directed by said Decree to deliver as Special Commissioner a good and sufficient deed, with SPECIAL WARRANTY, conveying to the said CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia, or to such person as it may in writing direct, the tract of land hereinafter mentioned, all of which has been done in strict pursuance of the terms of said Decree.

NOW, THEREFORE WITNESSETH: That, for and in consideration of the premises and in further consideration of the sum of FOUR THOUSAND, TWO HUNDRED DOLLARS (\$4,200.00), the said Richard L. Jones, Special Commissioner

RICHARD L. JONES
ATTORNEY AT LAW
31 S. Jefferson Street
Petersburg, Virginia
804/861-8801

187 241

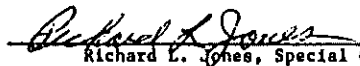
as aforesaid, doth hereby grant and convey, unto the
said CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth
of Virginia the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED

Purchaser to pay taxes on the above described property
from January 1, 1991. Said Decree of May 1, 1991, having transferred
all taxes and other liens prior to January 1, 1991 to the proceeds of sale.

This deed is executed on behalf of unknown heirs
of Joseph I. Richardson
and all parties bound by said suit.

WITNESS the following signature and seal:

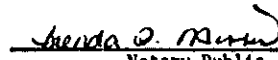
 (SEAL)
Richard L. Jones, Special Commissioner

STATE OF VIRGINIA

CITY OF PETERSBURG, to wit:

The foregoing instrument was acknowledged before me
this 1st day of May, 1991, by Richard L. Jones, Special Commissioner.

My commission expires: June 8, 1994.


Brenda D. Murrell
Notary Public

Address of grantee:

City Hall

Petersburg, VA 23803

RICHARD L. JONES
ATTORNEY AT LAW
31 S. Jefferson Street
Petersburg, Virginia
804/861-8601

-2-

EXP 487 : 242

PARCEL NO. 30: JOSEPH I. RICHARDSON ESTATE, MAP NO. 022-39-008
(417 S. JEFFERSON STREET)

SCHEDULE "A":

DESCRIPTION:

All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the east side of Jefferson Street, in the City of Petersburg, Virginia, fronting on said Jefferson Street 50 feet, and running back eastwardly between parallel lines 175 feet to the property of Corinna Russell Williams, which property was formerly a part of the lot hereby conveyed, said lot being known as a part of Lot No. 7, on the east side of Jefferson Street on the Bolling Plat of that part of the City of Petersburg, Virginia; it being the same property which was conveyed to Joseph I. Richardson, by deed from Clara C. Gilliam and Robert B. Gilliam, her husband, dated August 8, 1931, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 123, page 178.

I hereby certify that the taxes imposed by
Sec. 68.1-602 of the Code in the amount of
\$4.50 have been paid to this office.

VIRGINIA: In the Clerk's Office of the Circuit Court of the
City of Petersburg, the 15TH day of MAY, A.D. 1991

The foregoing Instrument was this day lodged in said
office and, with the certificate annexed, admitted to record
at 1:25 o'clock P.M.

Teste:
Albert A. Dawson Jr.
Clerk

JUNE 7, 1991 RETURNED TO: BARBARA MOORE
CLERK OF COUNCIL
CITY HALL

RICHARD L. JONES
ATTORNEY AT LAW
31 S. Jefferson Street
Petersburg, Virginia
804/861-8801

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: **417 S Jefferson St**

Parcel Number: 022390008

Lot Size: .172

2. Proposed Offer:

I propose to purchase the above-referenced property for \$9,200.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 417 JEFFERSON ST S Petersburg VA

Legal Acreage: .172

Legal Description: 50 X 150

Subdivision: Bolling (Central Park)

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: Yes

Opportunity Zone: 51730811300

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 4

Polling Place: Union Train Station

Primary Service Area: No Data

Census Tract: 8108

School

Elementary School: Cool Springs

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

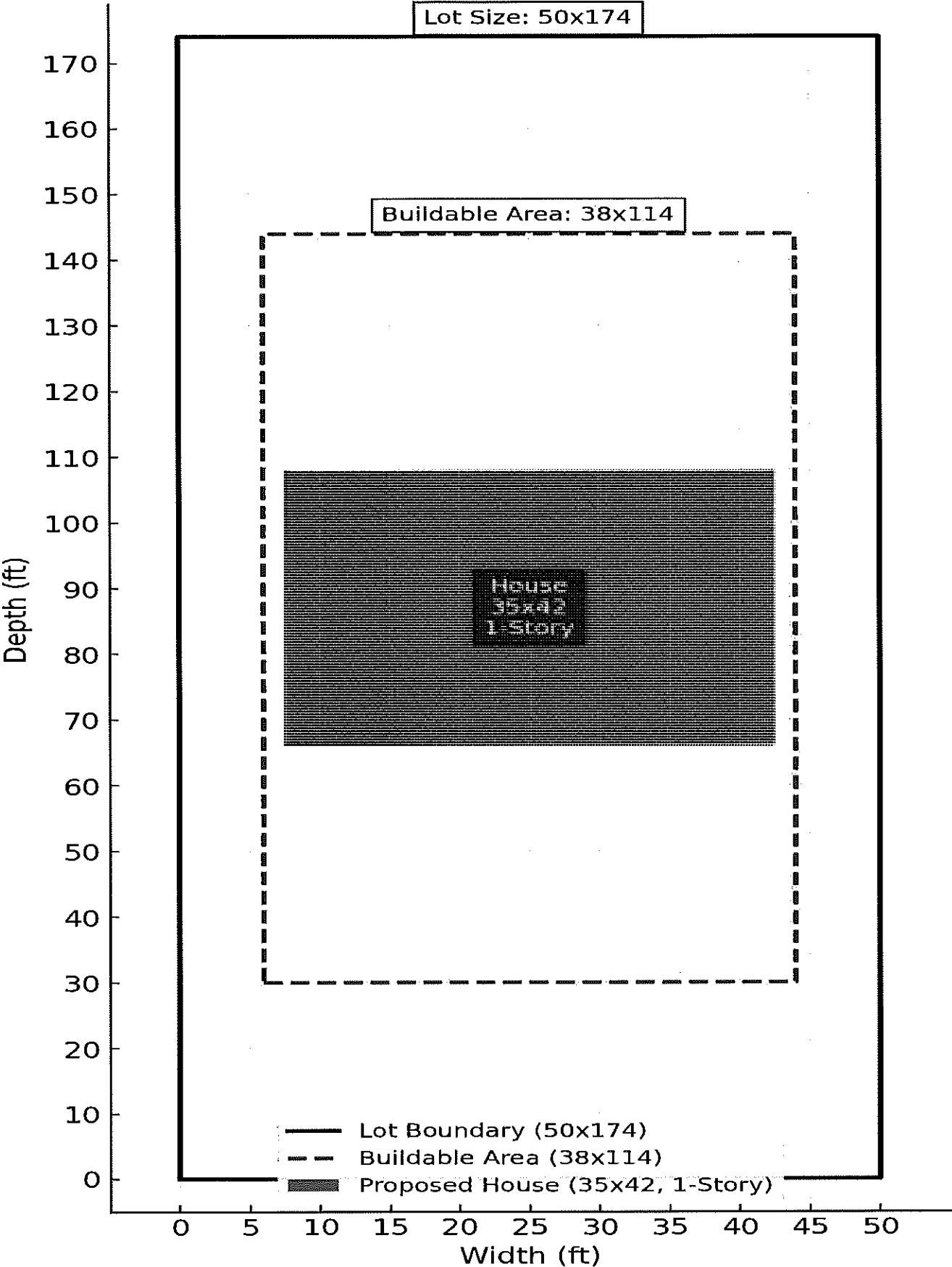
William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Final Structure for 417 S Jefferson St



Petersburg, Virginia

Parcel:

022390008

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	417 JEFFERSON ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.172	City Ward:	4
Legal Description:	50 X 150	Polling Place:	Union Train Station
Subdivision:	Bolling (Central Park)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/15/1991	\$4,200	487/240

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200

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.

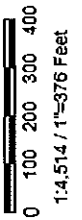
Petersburg, Virginia

Legend

-  City Boundary
-  Parcels



Feet



Parcel #: 022390008

Date: 4/10/2025

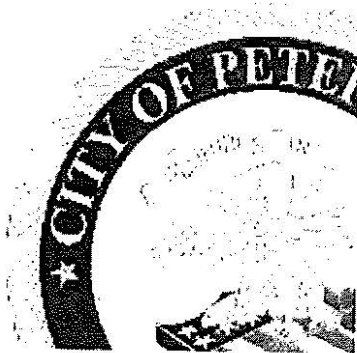
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,500.00

Consideration: \$5,500.00

Tax Map No.: 12070018

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7th 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction& Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 851 E Bank St, Tax Map Number: 12070018 and further described as the western half of Lot Ten (10) on the north side of East Bank Street as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Five Thousand Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD. Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the

subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Pender & Coward,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

This Document Prepared By:
 Montgomery & Simpson, LLP
 2116 Dabney Road, Suite A-1
 Richmond, Virginia 23230
 Tax Parcel ID: ~~012-07-0018~~ 012070018
 Consideration: \$22,000.00

THIS SPECIAL COMMISSIONER'S DEED, made this 2 day of March, 2007, by and between John W. MONTGOMERY, Special Commissioner, executing this deed on behalf of Carl A. RIDLEY, the heirs of Arthur MOOREFIELD, Parcel M. BATTLE, Janice Ridley HARKINS, Francine L. ROBINSON and Linwood C. RIDLEY (the "Grantors" for indexing purposes), and The CITY OF PETERSBURG, (the "Grantee").

WITNESSETH:

That, whereas, on the 17th day of January, 2007, the Circuit Court of the City of Petersburg decreed and ordered in the cause entitled City of Petersburg v. Carl A. Ridley, et al, Case No. CL06-469, that John W. Montgomery, Jr., appointed Special Commissioner, for and on behalf of all parties to this suit and others bound thereby to prepare, execute and deliver a deed conveying with Special Warranty of Title the real property described herein to the City of Petersburg, a Municipal Corporation of the Commonwealth of Virginia, the Grantee.

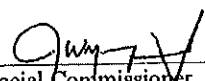
NOW, THEREFORE, in consideration of the premises and of the sum of \$22,000.00, paid by the Grantee to the City of Petersburg, to the credit of the court in this cause, in accordance with the terms of the court's order of this day, John W. Montgomery, Jr., Special Commissioner, in order to carry into effect the said sale in execution of the directions of the Court, the Grantor, the Special Commissioner, does hereby grant and convey with Special Warranty of Title unto the Grantee, the real

property situated in the City of Petersburg, Virginia described in Schedule "A" attached hereto and made a part hereof.

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

This conveyance, executed pursuant to Section 58.1-3965 et seq. Of the Code of Virginia, is made on behalf of all parties to this suit, and others bound thereby.

WITNESS the following signature and seal:

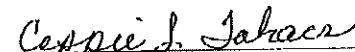

Special Commissioner

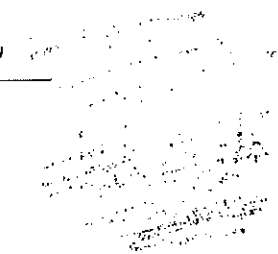
STATE OF VIRGINIA, at-Large

County of Henrico, to-wit:

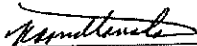
I, Cappie L. Takacs, a Notary Public for the Commonwealth of Virginia, at-Large, whose commission expires on 2/29/08, do certify that John W. Montgomery, Jr., Special Commissioner, whose name is signed to the writing above, bearing date of ^{2nd day of March} February 20, 2007, has this day acknowledged the same before me in my City aforesaid.

Given under my hand this 2 day of March, 2007.


Notary Public



I hereby acknowledge that I have inspected the foregoing Special Commissioner's Deed and certify to the approval and acceptance of the conveyances of the real estate as stated herein.


B. David Canada
City of Petersburg City Manager

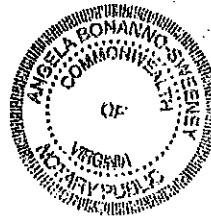
STATE OF VIRGINIA, at-Large

CITY OF PETERSBURG, to-wit:

I, ANGELA BONANNO-SWEENEY, a Notary Public for the Commonwealth of Virginia, at-Large, whose commission expires on 10-31-09 do certify that B. David Canada, City of Petersburg City Manager, whose name is signed to the writing above, has this day acknowledged the same before me in my City aforesaid.

Given under my hand this 9th day of March, 2007.

Grantee's Address:
103 West Tabb Street
Petersburg, Virginia 23803



SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, being the western half of Lot Ten (10) on the north side of East Bank Street (formerly known as Nelson Street and Lombardy Street) in that part of the City of Petersburg, Virginia, known as Blanford, fronting on said East Bank Street Twenty-five (25) feet, and running back northwardly One Hundred Eight (108) feet, Ten (10) inches, to the line of Emory's lot, now or formerly, together with the buildings on said lot. The aforesaid property is known and designated by current street No. 851 East Bank Street and is the same in all respects.

It being the same real estate conveyed to Moses Z. Moorefield from Churchill Gibson Dunn by deed dated October 20, 1944, recorded October 24, 1944 in the Hustling Court of the City of Petersburg, Virginia in Deed Book 150, at Page 398.

INSTRUMENT #070001513
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
MARCH 14, 2007 AT 12:40PM
BENJAMIN O. SCOTT, CLERK
RECORDED BY: RLG

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: 851 E Bank St, Petersburg, VA, 23803

Parcel Number: 012070018

Lot Size: .06

2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,500.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 851 BANK ST E Petersburg VA

Legal Acreage: .06

Legal Description: 24 X 108

Subdivision: Old Blandford

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: 51730810100

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 4

Polling Place: Blandford Academy

Primary Service Area: No Data

Census Tract: 8101

School

Elementary School: Lakemont

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Petersburg, Virginia

Parcel:

012070018

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	851 BANK ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.06	City Ward:	4
Legal Description:	24 X 108	Polling Place:	Blandford Academy
Subdivision:	Old 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):		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

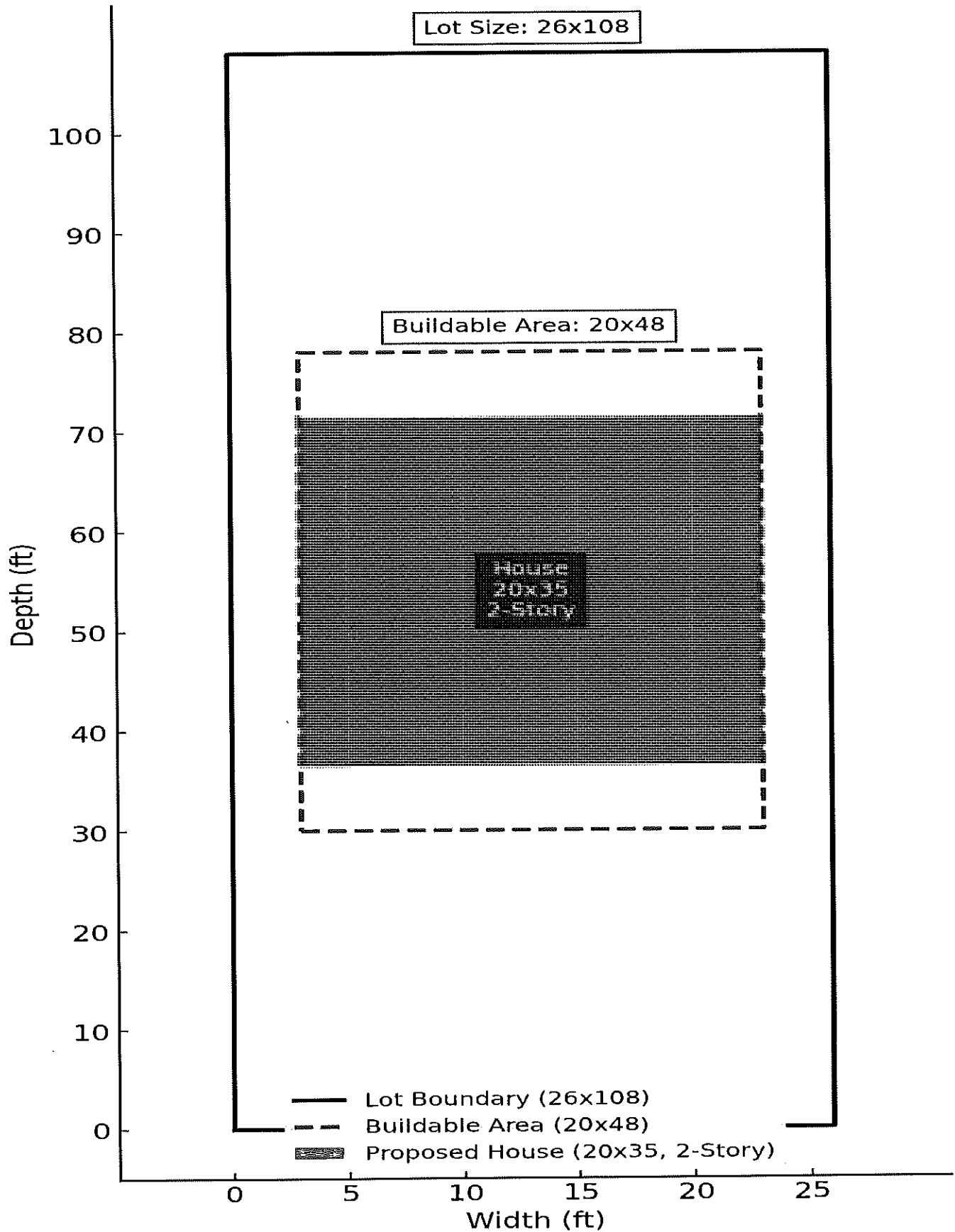
Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	3/14/2007	\$22,000	2007/1513

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$5,400	\$5,500	\$5,500	\$5,500	\$5,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,400	\$5,500	\$5,500	\$5,500	\$5,500

Property Tax (Coming Soon)

Final Structure for 851 E Bank St

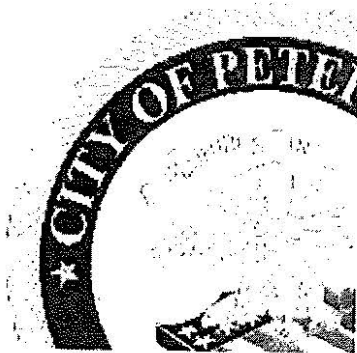


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$9,100.00

Consideration: \$9,100.00

Tax Map No.: 13190007

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 921 Priam St, Tax Map Number: 13190007 and further described as, Lots Nos. 17 and 18, in Block "H", in section Coxendale, as indicated in the recorded deed for the property (Attachment A) [attach current deed and mark "A"] which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. Purchase Price: The purchase price for the Property is Nine Thousand One Hundred Dollars \$9,100.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Nine Hundred Ten Dollars \$910.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph

5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.
- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
- b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the

Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleades the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable

overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond Va, 23223

COPY TO: The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William, Zimmer 

Title: Co-Owner

Date: April 7 2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Pender & Coward ,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$ 9,100.00

Consideration: \$ 9,100.00

Tax Map No.: 13190007

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 921 Priam St, Tax Map Number: 13190007 and further described as, Lots Nos. 17 and 18, in Block "H", in section Coxendale, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. Purchase Price: The purchase price for the Property is Nine Thousand One Hundred Dollars, \$9,100.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Nine Hundred Ten Dollars \$910.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD. Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made, TBD and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the

subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond Va, 23223

COPY TO:

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

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18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William, Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Pender & Coward ,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

0925

INST# 01-004560

Tax Map #013-190007
921 Priam Street

NO TITLE SEARCH WAS DONE ON THIS PROPERTY NOR WAS ONE REQUESTED TO BE
DONE BY THE PARTIES HERETO FOR THE PROPERTY HEREIN CONVEYED NOR WAS THERE
ANY PRORATION OF TAXES.

THIS DEED, made this 12th day of September, 2001, by and between LOUIS
GRANGER ANDREWS, JR, by T.O. RAINEY, III, SPECIAL COMMISSIONER,
hereinafter call the Grantor, party of the first part and the City of Petersburg, a municipal
corporation, hereinafter called the grantee, party of the second part.

WHEREAS this deed is tax exempt, pursuant to Code of Virginia, §58.1-811A(3).

WHEREAS, Louis Granger Andrews, Jr., is a party defendant in that certain suit filed
in the Circuit Court of the City of Petersburg, Virginia, styled, "Commonwealth of Virginia,
City of Petersburg, a Municipal Corporation v. PARCEL B00-1; 921 Priam Street; Tax Map
#013-190007; Louis Granger Andrews, Jr., Owner, et als", Chancery No. 01-127-00; and

WHEREAS, the said suit was filed pursuant to Code of Virginia, §58.1-3970, to
convey the below described real estate unto the City of Petersburg for failure to pay real
estate taxes and assessments; and

WHEREAS, Louis Granger Andrews, Jr., failed to file responsive pleadings after
proper notice; and

WHEREAS, Louis Granger Andrews, Jr. is the owner of the below described real
estate which has an assessed value of \$3,800.00 and in which these are unpaid taxes of
\$7,371.91; and

WHEREAS, the Circuit Court of the City of Petersburg, Virginia, on September 4,
2001 found the said Louis Granger Andrews, Jr. in default for failing to file responsive
pleadings and appointed T.O. Rainey, III, a Special Commissioner to execute a deed

HILL, RAINEY
&
ELIADES
ATTORNEYS AT LAW
3601 BOULEVARD
SUITE B
COLONIAL HEIGHTS, VA
23834

conveying the below described real estate to the City of Petersburg, Virginia, pursuant to the Virginia Code §58.1-3920.1.

WITNESSETH: That for and in consideration of the sum of ten dollars and other valuable consideration, cash in hand paid the receipt whereof is hereby acknowledged at and before the signing, sealing and delivery of these present, the said Grantor does hereby grant, bargain, sell and convey, with SPECIAL WARRANTY unto the Grantee, the City of Petersburg the following property, to wit:

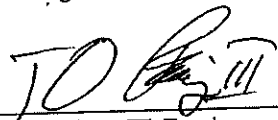
ALL those certain lots or parcels of land, lying, being and situate in the City of Petersburg, Virginia (formerly Rives Magisterial District, Prince George County, Virginia), and known, numbered and designated as Lots Nos. 17 and 18, in Block "H", in Section Coxendale, as shown on a plat of East Petersburg made for the East Petersburg Development Corporation by C.R. Bishop, C.E., dated October, 1920, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Plat Book 3, at page 156, and known by the city street number 921-923 Priam Street.

BEING the same property conveyed to Louis Granger Andrews, Jr. by deed dated March 22, 1987 from Marcus O. Minton, Sole Acting Trustee and recorded March 23, 1987 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 395 at page 233.

Grantee Address: City Hall
Petersburg, VA 23803

WITNESS the following signature and seal:

Louis Granger Andrews, Jr.

By:  (SEAL)
T.O. Rainey, III, Esquire
Special Commissioner

HILL, RAINEY
&
ELIADES
ATTORNEYS AT LAW
3601 BOULEVARD
SUITE B
COLONIAL HEIGHTS, VA
23834

927

STATE OF VIRGINIA
CITY OF PETERSBURG, to-wit:

The foregoing document was acknowledged before me by T.O. Rainey, III, this 7th
day of November 2001.

Linda K. Michael
Notary Public

My commissioner expires: 6/30/04

HILL, RAINEY
&
ELIADES
ATTORNEYS AT LAW
3601 BOULEVARD
SUITE B
COLONIAL HEIGHTS, VA
23834

INSTRUMENT #010004560
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
NOVEMBER 28, 2001 AT 01:24PM
BENJAMIN O. SCOTT, CLERK

BY: *[Signature]* (DC)
3

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: 921 Priam St, Petersburg, VA, 23803

Parcel Number: 013190007

Lot Size: .126

2. Proposed Offer:

I propose to purchase the above-referenced property for \$9,100.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 921 PRIAM ST Petersburg VA

Legal Acreage: .126

Legal Description: LTS 17-18 BK HCOXENDALE PLAT

Subdivision: Coxendale

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: 51730810100

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 1

Polling Place: Blandford Academy

Primary Service Area: No Data

Census Tract: 8101

School

Elementary School: Lakemont

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

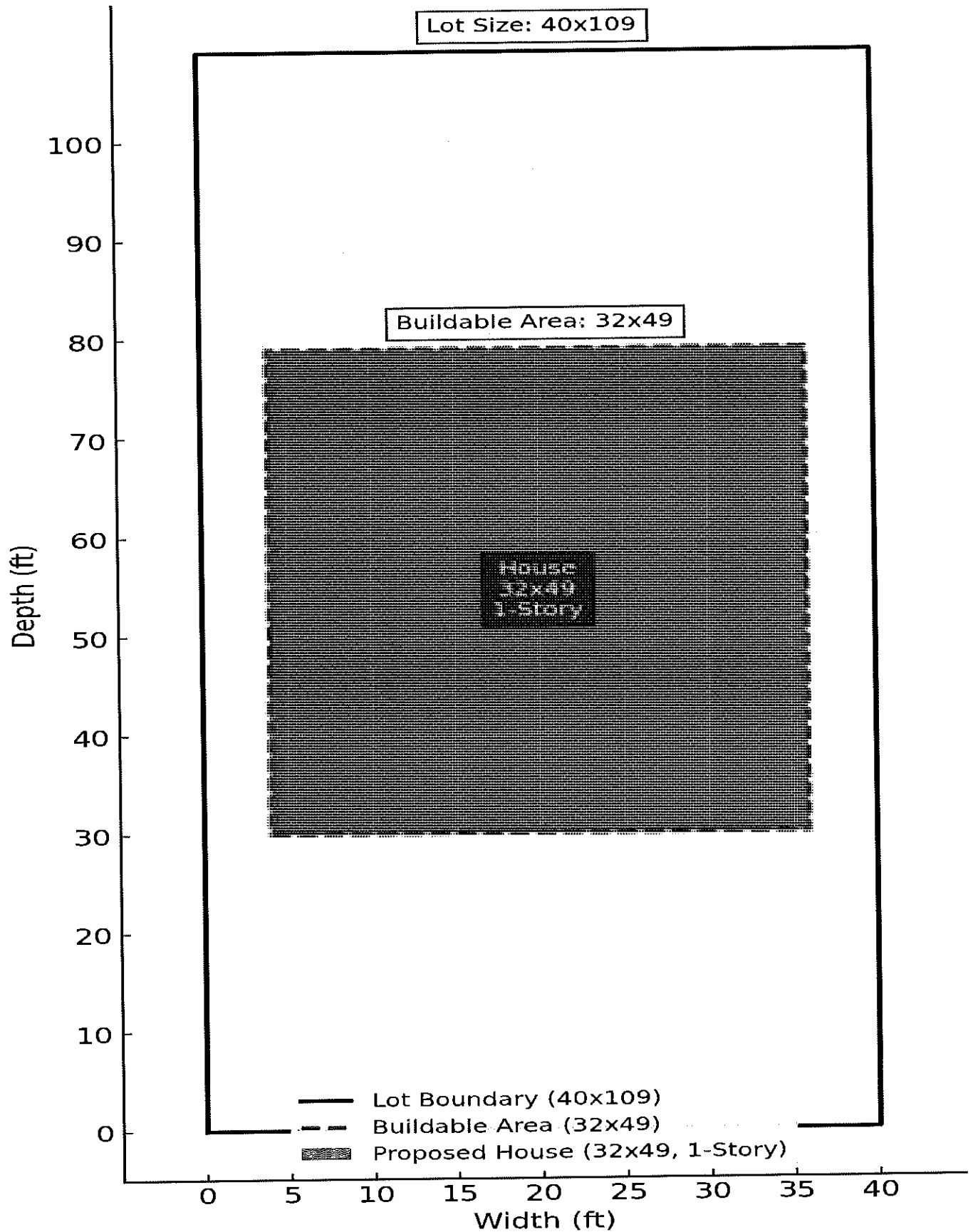
William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Final Structure for 921 Priam St



Petersburg, Virginia

Parcel:

013190007

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	921 PRIAM ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.126	City Ward:	1
Legal Description:	LTS 17-18 BK HCOXENDALE PLAT	Polling Place:	Blandford Academy
Subdivision:	Coxendale	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/28/2001	\$0	2001/4560

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$8,900	\$9,100	\$9,100	\$9,100	\$9,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$8,900	\$9,100	\$9,100	\$9,100	\$9,100

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

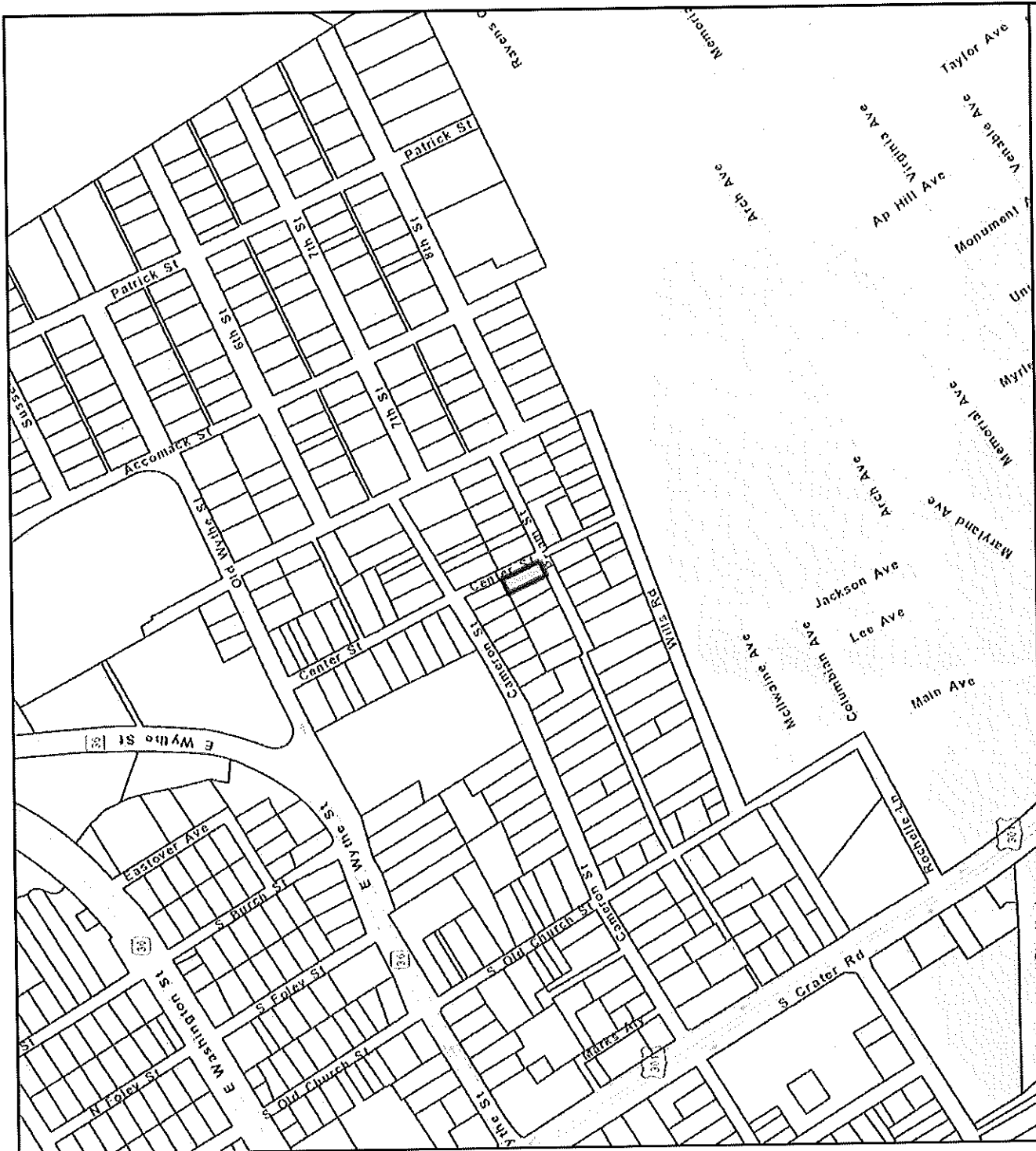
Legend

-  City Boundary
-  Parcels

Feet

0 100 200 300 400

1"=375 Feet



Parcel #: 013190007

Date: 4/10/2025

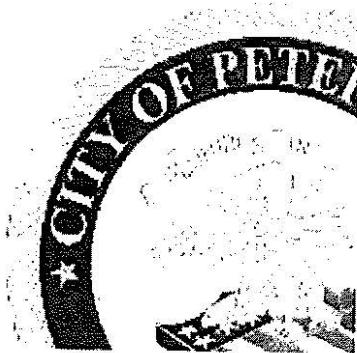
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may be.

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,400.00

Consideration: \$5,400.00

Tax Map No.: 29100013

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 1150 Rome St, Tax Map Number: 29100013 and further described as, Parcel 2: being designated by current City street number as 1150 Rome Street, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Five Thousand Four Hundred Dollars \$5,400.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Forty Dollars \$540.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due

Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph

5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the

Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable

overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

THIS DEED OF GIFT, Made this 16th day of January, 2002, by and between **JAMES EDWARD WHITLEY AND ZELDA ANN WHITLEY**, husband and wife, hereinafter called the Grantors, parties of the first part, and **CITY OF PETERSBURG**, a municipal corporation, hereinafter called Grantee, party of the second part.

WITNESSETH: That for and in consideration of the premises and other valuable consideration, the said Grantors do hereby grant and convey, with OGENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said City of Petersburg, a municipal corporation, the following property, to-wit:

Parcel 1:

1. All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the North side of Hinton Street, formerly Pearl Street, in the City of Petersburg, Virginia, designated by current City street number 827 Hinton Street, fronting on said Hinton Street, formerly Pearl Street, Forty (40) feet, and running back northwardly between parallel lines One Hundred (100) feet to the property now or formerly belonging to J. G. Quarles and bounded on the East by the property now or formerly of R. Emmett Gates and on the West by the property now or formerly of Cornelia M. Walsh.

2. All that certain strip or parcel of land with the improvements thereon and appurtenances thereto belonging, situate, lying and being on the North side of Hinton Street, in the City of Petersburg, Virginia, fronting thereon Twelve (12) feet and running back between parallel lines One Hundred (100) feet and adjoining the property described in Paragraph 1 above on the East.

It being the same properties conveyed to the Grantors herein by deed dated May 25, 1979, from J. C. Kirkpatrick, Sr. and Courtney A. Kirkpatrick, his wife, and recorded in Deed Book 366 at page 580 of the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

Parcel 2: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, being designated by current City street number as 1150 Rome Street, fronting 34 feet on the South side of Rome Street and extending back southwardly on its western line 146.1 feet, more or less, and on its eastern line 146 feet 9 inches, more or less, and having a rear width of 28 feet 4 inches, more or less.

It being the same property conveyed to the Grantors herein by deed dated October 29, 1980, from Verinice Savage Camm, widow, and others, and recorded in Deed Book 378 at page 674 of the aforesaid Clerk's Office.

Parcel 3: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being designated by current City street number as 931 West High Street, fronting 24 feet on the North side of West High Street and running back therefrom northwardly between parallel lines 135.3 feet to a fence; said property being designated as No. 931 on a certain plat of property owned by Evelyn Blanche Harrison, widow, made by F.D.P. Bruner, dated August 27, 1942, attached to and recorded as a part of deed dated August 31, 1943 from Evelyn Blanche Harrison, widow, to Ladye E. Harrison, in Deed Book 148 at page 110 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

It being the same property conveyed to the Grantors herein by deed dated September 16 1983, from C. Y. Nobles and Virginia S. Nobles, husband and wife, and recorded in Deed Book 399 at page 559 of the aforesaid Clerk's Office.

Parcel 4: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the East side of Harding Street in the City of Petersburg, Virginia, fronting thereon 34.4 feet and running back in an easterly direction between lines nearly parallel 82.1 feet on its southern line and 83.5 feet on its northern line, with a rear width of 34.5 feet, more or less; the aforesaid property is designated as Nos. 815-817 Harding Street on a plat entitled, "Property Owned by C. G. Dunn and W. P. Johnson", dated February 9, 1948, made by F.D.P. Bruner, Engr., which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Plat Book 2 at page 36.

It being the same property conveyed to James E. Whitley by deed dated February 27, 1984 from J.P.W. Enterprises, Inc., a Virginia corporation, and recorded in Deed Book 402 at page 767 of the aforesaid Clerk's Office.

Parcel 5: All those certain lots or parcels of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being known by current City street numbers 708-710, 712-714 and 716 Kirkham Street; said property being shown on a "Plat of 708-716 Kirkham Street, Petersburg, Virginia", made for J. O. Patram by Charles C. Townes & Associates, Civil Engineers, Colonial Heights, Virginia, dated October 9, 1978; said plat being recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 361 at page 127; said property fronting 160.73 feet on the South side of Kirkham Street and running back on its eastern boundary 126.05 feet; on its western boundary 125.67 feet, with a rear width of 157.51 feet.

It being the same property conveyed to the Grantors herein by deed dated November 21, 1979 from Thomas E. Whitley, single, and recorded in Deed Book 379 at page 86 of the aforesaid Clerk's Office.

The above conveyances are made subject to all restrictions, conditions, and easements of record affecting the aforesaid described property to the extent that they may lawfully apply.

GRANTORS AND GRANTEE HEREIN ARE EXEMPT FROM RECORDING TAXES PURS. TO THE 1950 CODE OF VIRGINIA, SEC. 58.1-811(D), as amended.

WITNESS the following signatures and seals:

 (SEAL)
JAMES EDWARD WHITLEY
 (SEAL)
ZELDA ANN WHITLEY

STATE OF VIRGINIA,
City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 6th day of FEBRUARY, 2002 by James Edward Whitley and Zelda Ann Whitley.
My commission expires: 7/31/02

SEAL


Notary Public

Grantee: City of Petersburg
103 W. TABB ST
Petersburg, VA 23803

INSTRUMENT #020001956
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
MAY 16, 2002 AT 10:26AM
BENJAMIN O. SCOTT, CLERK

BY: *Lawn Boy* (DC)

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: 1150 Rome St

Parcel Number: 029100013

Lot Size: .114

2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,400.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 1150 ROME ST Petersburg VA

Legal Acreage: .114

Legal Description: 34-28.4X146.1-146.9

Subdivision: Pillow

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: No Data

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 6

Polling Place: Westview School

Primary Service Area: No Data

Census Tract: 8104

School

Elementary School: Pleasants Lane

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps

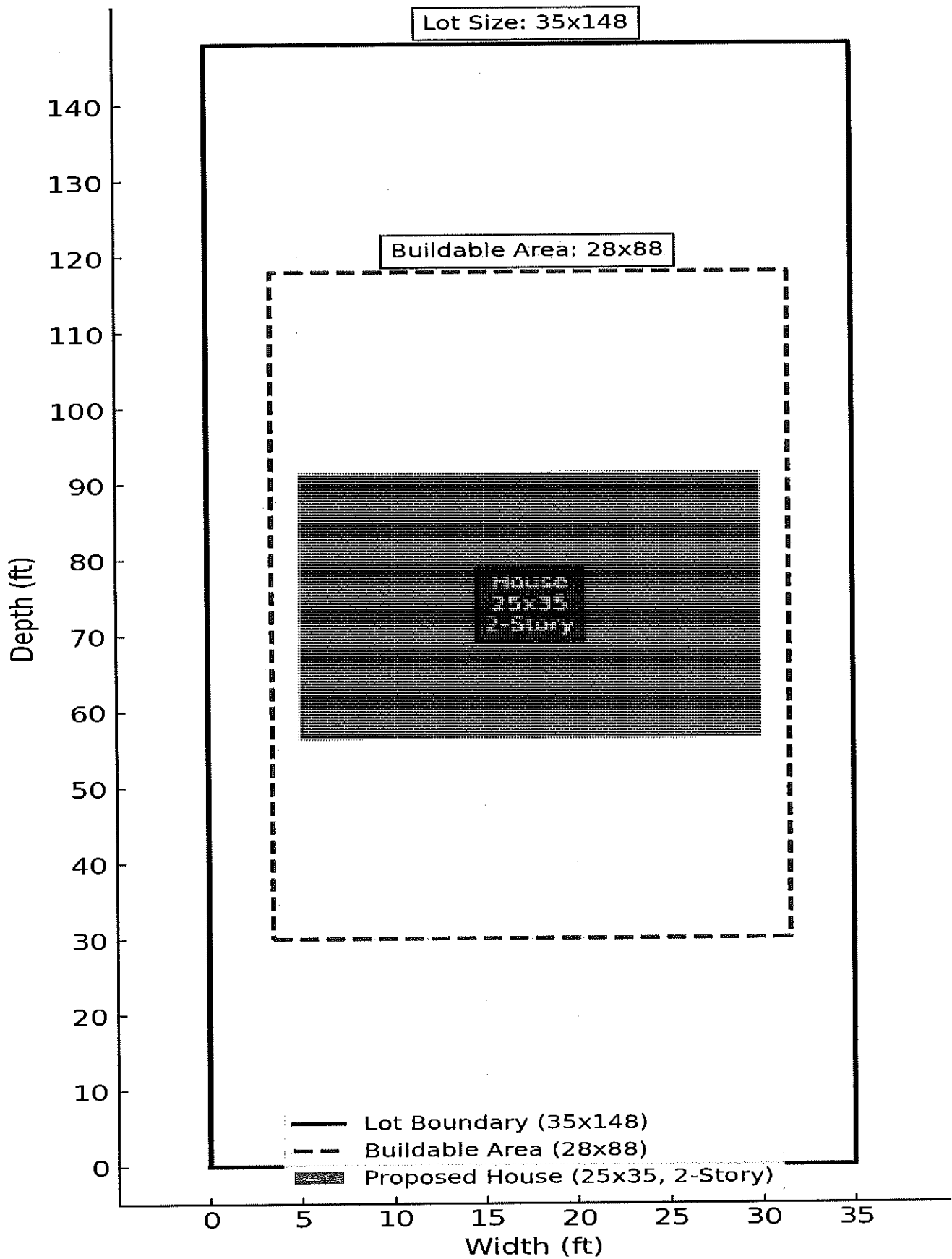
toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer
Founder
Nuwave Construction & Development
w.zimmer@nuwavedevelopment.com

Final Structure for 1150 Rome St



Petersburg, Virginia

Parcel:

029100013

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	1150 ROME ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.114	City Ward:	6
Legal Description:	34-28.4X146.1-146.9	Polling Place:	Westview School
Subdivision:	Pillow	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:		Elementary School:	Pleasant Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/16/2002	\$0	2002/1956

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400

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

-  City Boundary
-  Parcels

Feet

 0 100 200 300 400
 1"=376 Feet



Parcel #: 029100013

Date: 4/10/2025

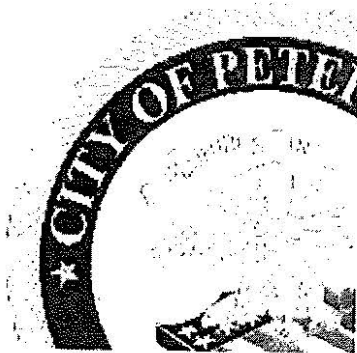
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$6,500.00

Consideration: \$6,500.00

Tax Map No.: 24220039

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 1162 Hinton St, Tax Map Number: 24220039 and further described as, Lot number six (6) on said plat of lots belonging to J.W. Young, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Six Thousand Five Hundred Dollars \$6,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Six Hundred Fifty Dollars \$650.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due

Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable

overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$6,500.00

Consideration: \$6,500.00

Tax Map No.: 24220039

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 1162 Hinton St, Tax Map Number: 24220039 and further described as , Lot number six (6) on said plat of lots belonging to J.W. Young, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Five Thousand Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph

5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court,

administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

AGE0820

TAX MAP # 024220039

CONSIDERATION: \$13,450.00

THIS DEED, made and entered into on this 05TH day of September, 2006, by and between JASON L. COWAN, and NIKI JEAN COWAN, "Grantors", and THE CITY OF PETERSBURG, VIRGINIA "Grantee", whose mailing address is 135 N. Union Street, Petersburg, VA 23803.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by the Grantees to the Grantor, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, except as hereinafter set forth, unto the said Grantees, as fee simple, the following described property, to-wit:

ALL that certain lot, piece or parcel of land with the improvements and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting thirty-four (34) feet on the south side of W. Pearl Street (now Hinton Street) and running back therefrom Southwardly between parallel lines one hundred (100) feet, and being designated as lot number six (6) on said plat of lots belonging to J.W. Young, which said plat is recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, as Instrument No. 2004-3188.

IT BEING the same real estate conveyed to Jason L. Cowan and Nikki Jean Cowan, husband and wife, by Deed from Lee Reed and Vera Reed, husband and wife, dated July 23, 2004 and recorded July 23, 2004, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument No. 2004-3188.

HILL & RAINEY

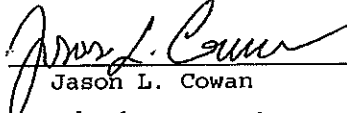
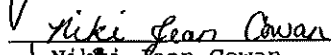
ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

WIT#06-004622

0821

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

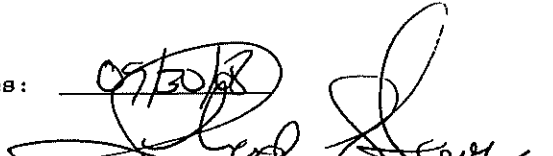
WITNESS the following signature and seal:

 (SEAL)
Jason L. Cowan
 (SEAL)
Niki Jean Cowan

STATE OF VIRGINIA
City/County of Stafford, to-wit:

5th The foregoing instrument was acknowledged before me this
day of September, 2006, by Jason L. Cowan and Niki
Jean Cowan.

My Commission Expires:


Notary Public

HILL & RAINEY

ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

INSTRUMENT #060004622
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
SEPTEMBER 12, 2006 AT 10:04AM
\$13.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$6.75 LOCAL: \$6.75
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: 1162 Hinton St

Parcel Number: 024220039

Lot Size: .078

2. Proposed Offer:

I propose to purchase the above-referenced property for \$6,500.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 1162 HINTON ST Petersburg VA

Legal Acreage: .078

Legal Description: LT 6YOUNG PLAT

Subdivision: Young

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: No Data

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 6

Polling Place: Westview School

Primary Service Area: No Data

Census Tract: 8104

School

Elementary School: Pleasants Lane

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

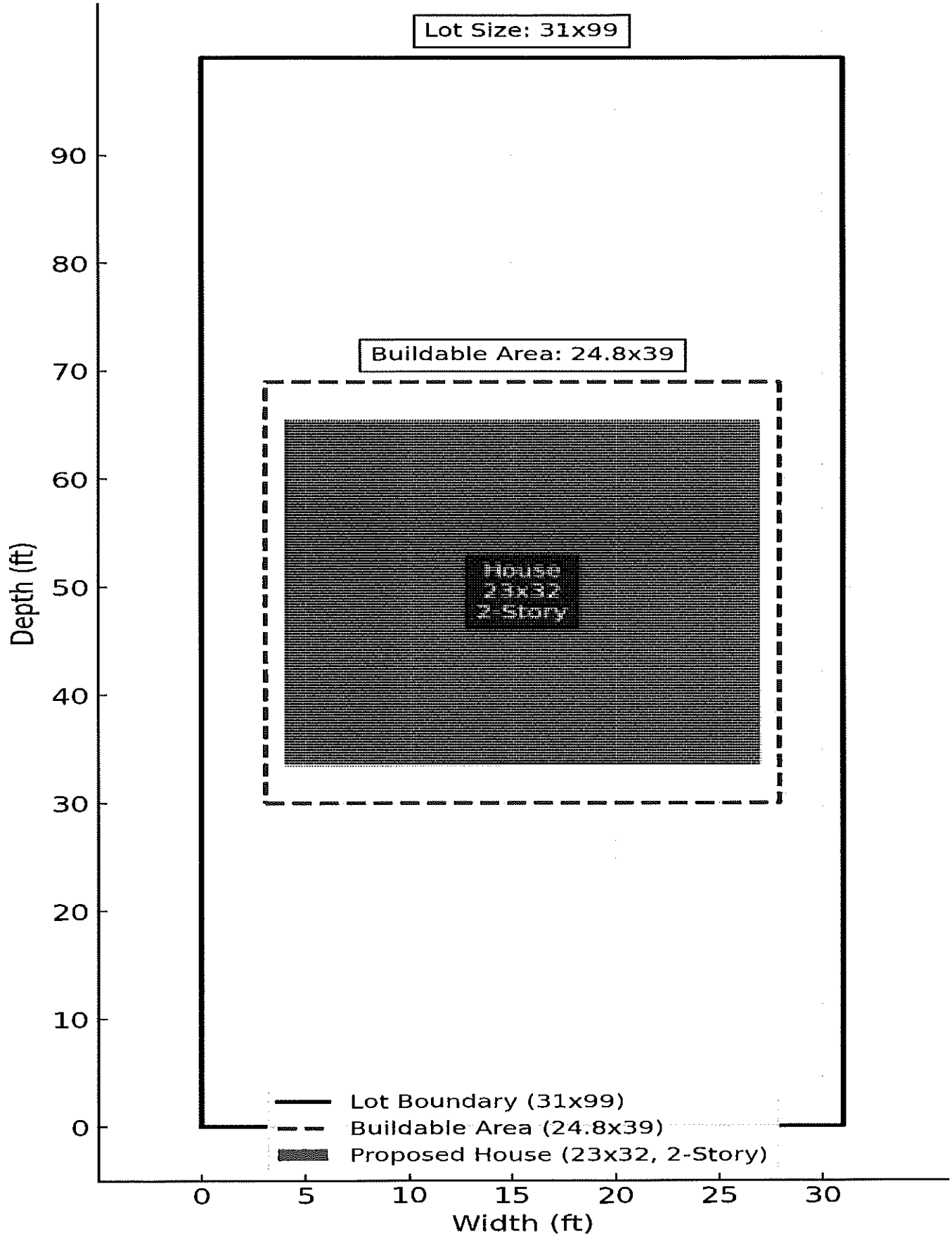
William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Final Structure for 1162 Hinton St



Petersburg, Virginia

Parcel:

024220039

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	1162 HINTON ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.078	City Ward:	6
Legal Description:	LT 6YOUNG PLAT	Polling Place:	Westview School
Subdivision:	Young	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	9/12/2006	\$13,450	2006/4622

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

Property Tax (Coming Soon)

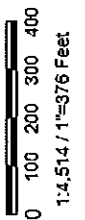
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all 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

-  City Boundary
-  Parcels

Feet



Parcel #: 024220039

Date: 4/10/2025

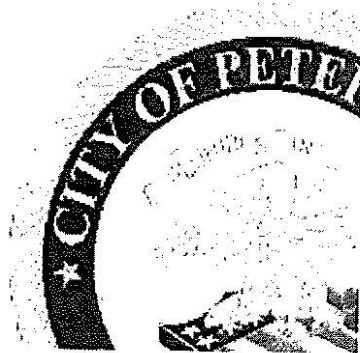
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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

ADD



Nuwave Construction & Development
2025 E Main St. Ste 201
Richmond, VA, 23223
buildwithus@contractor.net
804-716-8404

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,900.00

Consideration: \$5,900.00

Tax Map No.: 23280005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 215 S Jones St, Tax Map Number: 23280005 and further described as, situated on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. Purchase Price: The purchase price for the Property is Five Thousand NineHundred Dollars \$5,900.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Ninety Dollars \$590.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due

Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD— date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable

overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St Ste 201

Richmond Va 23223

COPY TO: _____

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

15. Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Pender & Coward,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,900.00

Consideration: \$5,900.00

Tax Map No.: 23280005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Nuwave Construction & Development, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 215 S Jones St, Tax Map Number: 23280005 and further described as, situated on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. Purchase Price: The purchase price for the Property is Five Thousand Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. Closing: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes. In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b)

waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. Due Diligence Period: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof. Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on TBD. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court,

administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER: The City of Petersburg

March Altman, City Manager

135 North Union Street

Petersburg, VA 23803

(copy) The City of Petersburg

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

PURCHASER: Nuwave Construction & Development

2025 E Main St Ste 201

Richmond Va 23223

COPY TO: _____

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

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16. Modification: The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

17. Assignment; Successors: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instruments.

19. Survival: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. Captions and Counterparts: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. Governing Law; Venue: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. Entire Agreement: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. Copy or Facsimile: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. Days: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. Title Protection – deed to his property is conveyed without warranty. During the due diligence period, the purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. Development Agreement: A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

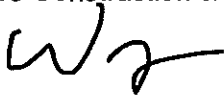
27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

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

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

PURCHASER: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Pender & Coward ,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

202302457

The Grantor is Exempt from Recordation Taxes as to this Deed by Section 58.1-811 of the Code of Virginia, 1950, as amended, especially subsection (C)(4) and (E), thereof.

THIS DEED Made this 22 day of June, 2023, by and between the CITY OF PETERSBURG, a municipal corporation, Grantor, party of the first part, and HAROLD BEASLEY and PATRICIA A. BEASLEY, Grantees, party of the second part, whose address is:

1918 Tyler Rd. Petersburg, Va. 23805

WITNESSETH:

THAT FOR and in consideration of the sum of Two Thousand Nine Hundred Fifty Dollars (\$2,950.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantees, Howard Beasley and Patricia A. Beasley, husband and wife, as tenants by the entirety with right of survivorship, the following described property, to-wit:

ALL that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, and further described on a plat showing property to be acquired by Henry E. Greene, Sr., drawn by Richard A. Bristow, C.L.S., dated December 13, 1982, a copy of which is attached to a deed recorded in Deed Book 393, page 417, and further described as follows:

COMMENCING at a set rod 138.7 feet, more or less, from Lawrence Street and running North 75 degrees 38'20"E. for 132.5 feet, more or less, to a set rod; thence running South 14 degrees 18'50"E. 30.83 feet, more or less, to a set rod; thence running South 75 degrees 38'20"W. 132.45 feet, more or less, to a set rod lying on the east side of Jones Street, thence North 14 degrees 30'W. along the east side of South Jones Street 30.83 feet to a set rod making the point of beginning.

BEING THE same real estate conveyed to the City of Petersburg, from Joseph A. Perini, Special Commissioner in the chancery suit of "Commonwealth of Virginia, City of Petersburg, Virginia, v. 215 S. Jones Street, Tax Map 02328005 HH&B,

PREPARED BY: Pender & Coward, P.C.

TAX MAP NO: 023-280005

TITLE CO: Chicago Title Insurance Company

RETURN TO: Hill & Rainey, 2425 Boulevard, Suite 9, Colonial Heights, VA 23834

Sales Price: \$2,950 Assessed Value: \$ 5,900

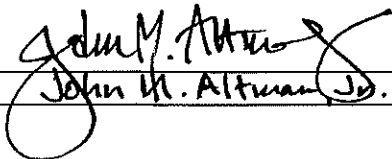
Inc., Chancery No. CL06-440", by deed dated October 24, 2006, recorded November 2, 2006, in the Circuit Court Clerk's Office, City of Petersburg, Virginia, as Instrument No. 060005304.

This conveyance is made expressly subject to any conditions, restrictions, reservations and easements, if any of record, affecting subject property and constituting constructive notice.

WITNESS the following signatures and seals:

GRANTOR:

**CITY OF PETERSBURG,
a municipal corporation**

By  (SEAL)
John M. Altman Jr., City Manager

COMMONWEALTH OF VIRGINIA
CITY OF Prince George, to-wit:

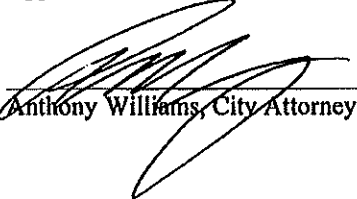
The foregoing instrument was acknowledged before me this 2nd day of June, 2023, by John M. Altman Jr., City Manager whose name is signed as such on behalf of the City of Petersburg. The said John M. Altman Jr. (☒) is personally known to me or (☐) has presented sufficient identification to me and who swears and affirms that by virtue of their position, they have all necessary power and authority to execute this Deed on behalf of GRANTOR.


Notary Public

My commission expires: 10/31/24.

Registration No.: 7599193.

Approved as to Form:


Anthony Williams, City Attorney



INSTRUMENT 202302457
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG CIRCUIT COURT ON
JULY 13, 2023 AT 12:32 PM
MAYTEE E. PARHAM, CLERK
RECORDED BY: KMN



OFFICIAL RECEIPT
PETERSBURG CIRCUIT COURT
DEED RECEIPT

DATE: 07/13/2023

TIME: 12:32:40

CASE #: 730CLR202302457

RECEIPT #: 23000006712 TRANSACTION #: 23071300025 PACKAGE NAME: BEASLEY CLOSING

CASHIER: KMN

REGISTER #: H996

FILING TYPE: DBS

PAYMENT: FULL PAYMENT

INSTRUMENT: 202302457

BOOK:

PAGE: RECORDED: 07/13/2023

AT: 12:32

GRANTOR: CITY OF PETERSBURG

EX: Y

LOC: CI

GRANTEE: BEASLEY, HAROLD

EX: N

PCT: 100%

RECEIVED OF: HILL & RAINEY ATTORNEYS AT LAW

ADDRESS: 1918 TYLER ROAD PETERSBURG, VA 23805

ELECTRONIC FUND TRANSFER: \$66.67

DESCRIPTION 1: 215 JONES ST S

PAGES: 002

OP: 0

NAMES: 0

CONSIDERATION: \$2,950.00

AVAIL: \$5,900.00

PIN OR MAP: 023280005

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00
036	DEED PROCESSING FEE	\$20.00
039	STATE GRANTEE TAX	\$14.75
106	TECHNOLOGY TRST FND	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$3.50
212	TRANSFER FEES	\$1.00
214	CITY GRANTEE TAX	\$4.92
301	CLERK RECORDING/INDEXING FEE	\$14.50

TENDERED: \$ 66.67
AMOUNT PAID: \$ 66.67

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

Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

1. Identification of Property:

Property Address: 215 S Jones St

Parcel Number: 023280005

Lot Size: .093

2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,900.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 215 JONES ST S Petersburg VA

Legal Acreage: .093

Legal Description: 30.10X135

Subdivision: Bishop

Assessment Neighborhood Name: No Data

Local Historic District: Folley Castle .

National Historic District: Folley Castle

Enterprise Zone: Yes

Opportunity Zone: No Data

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 5

Polling Place: Tabernacle Baptist Church

Primary Service Area: No Data

Census Tract: 8104

School

Elementary School: Pleasants Lane

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

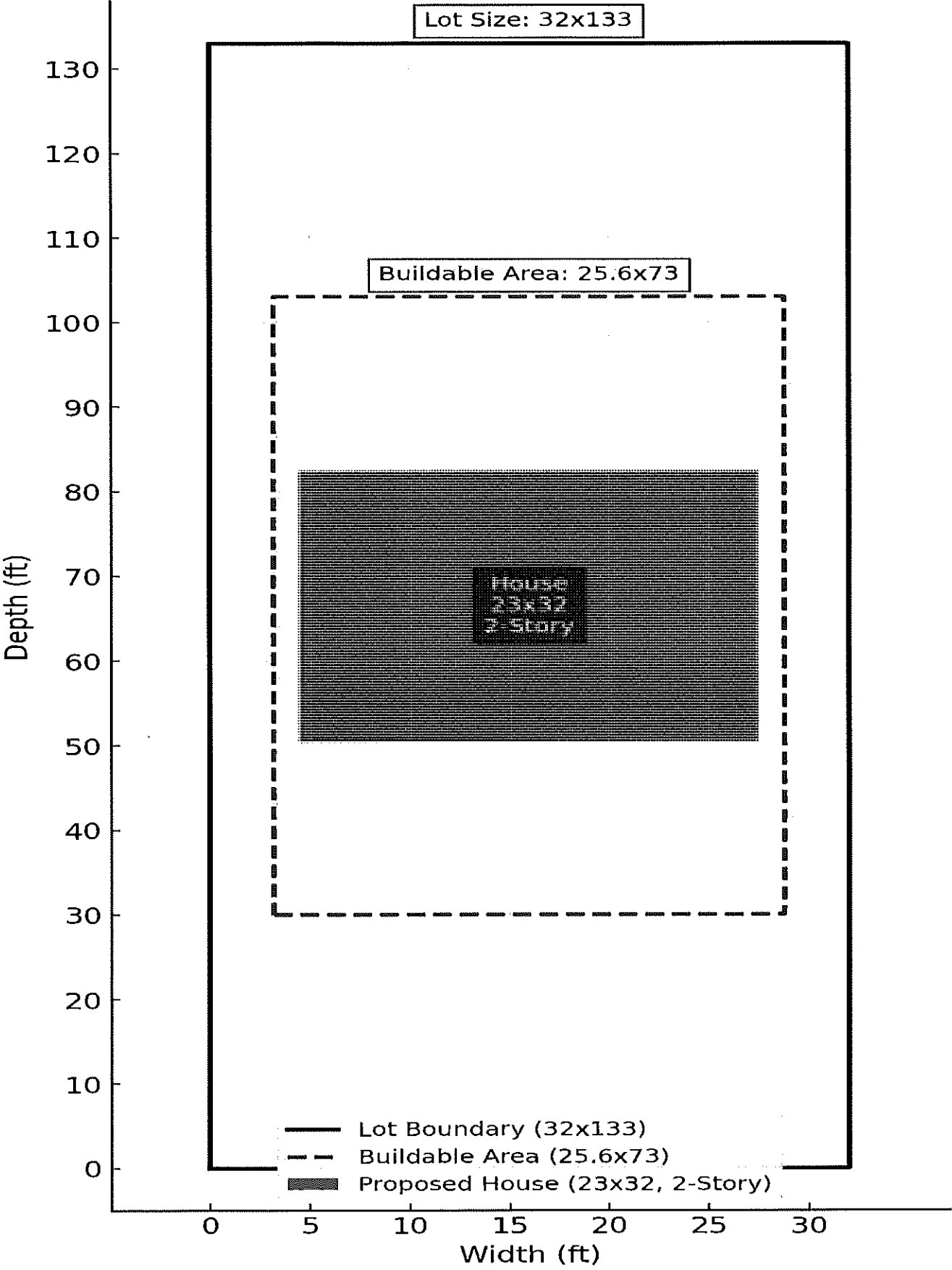
William Zimmer

Founder

Nuwave Construction & Development

w.zimmer@nuwavedevelopment.com

Final Structure for 215 S Jones St



Petersburg, Virginia

Parcel: 023280005

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Folley Castle
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	215 JONES ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.093	City Ward:	5
Legal Description:	30.10X135	Polling Place:	Tabernacle Baptist Church
Subdivision:	Bishop	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:	Folley Castle	Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/2/2006	\$10,100	2006/5604

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900

Property Tax (Coming Soon)

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

-  City Boundary
-  Parcels

Feet



1"=376 Feet



Parcel #: 023280005

Date: 4/10/2025

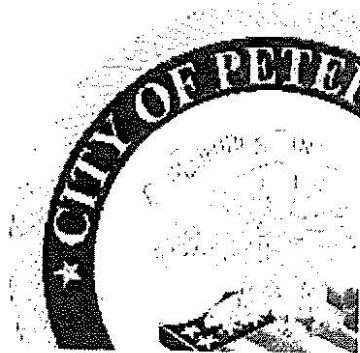
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson
Planner I
Department of Planning and Community Development
135 N Union Street, Petersburg, VA 23803
(804)-481-0800
tjackson@petersburg-va.org

From: Todd Marks <t.marks@nuwavedevelopment.com>
Sent: Thursday, March 27, 2025 3:57 PM
To: William Zimmer <wzimmerrealestate@gmail.com>
Cc: Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>
Subject: Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA**

PURPOSE: Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA.

REASON: To present an Ordinance authorizing the City Manager to execute the Purchase Agreements between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreements and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreements related to the sale of city-owned properties located at 10 N. Foley Street and 340 Mistletoe Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 7/15/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Stepping Stones Ordinance
2. 10 N. Foley Street Purchase Agreement
3. 340 Mistletoe Street Purchase Agreement

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 1205 Farmer Street, 10 N. Foley Street and 340 Mistletoe Street.

WHEREAS, the City of Petersburg has received proposals from STEPPING STONES PROPERTIES, LLC to purchase the City-owned properties at 1205 Farmer Street, 10 N. Foley Street and 340 Mistletoe Street; and

WHEREAS, the potential benefits to the City include infill development, economic growth, and increased tax base; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the sale of City-owned property.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with STEPPING STONES PROPERTIES, LLC toward the sale and development of City-owned property located at 1205 Farmer Street, 10 N. Foley Street and 340 Mistletoe Street.

Stepping Stones Properties, LLC
12307 Hillcreek Terrace
Midlothian, VA 23112
Shantai@steppingstonesproperties.com

February 7, 2025

Dear Ms. Venable,

I am writing to express our interest and intent to purchase the vacant lot located at 10 N. Foley St., Petersburg, VA for \$8775. The city assessed value in March 2024 was \$11,700. As stated, the lot is vacant and is currently being used by the surrounding neighbors for what appears to be car and lawn equipment storage.

Our goal is to build a new single family home (3 beds, 2 baths) on the lot which aligns with our mission to build quality affordable housing. This addition will increase property value and add curb appeal to the immediate area.

In March 2024, we confirmed with the City of Petersburg Zoning Department that the lot is buildable. Ms. Robinson was our point of contact at the time; however, I believe she no longer works for the City of Petersburg. I can contact Mr. Gorman if written confirmation is needed to proceed.

Please let us know if these terms are acceptable to the City of Petersburg and if we can move forward with finalizing the purchase.

Thanks,
Antonia H. Rogers

Antonia Rogers
Registered Agent
Stepping Stones Properties, LLC
shantai@steppingstonesproperties.com
804-475-3297

Letter of Justification

10 N Foley St.

Hello,

We are offering less than the total assessed value because at the time of our initial proposal in March 2024, the requirement was 75% which is what we offered. Since that time, that city's requirement has changed to 100%; however, we would like to request that our initial offer be approved since it was compliant at the time of submission.

Regards,

Antonia H. Rogers

**Shantai Rogers**

Hello, Just following up on this. Thanks

Thu, Feb 13, 4:26 PM (8 days ago)

**Maxwell Gorman**

to me ▾

Fri, Feb 14, 3:40 PM (7 days ago)



Are you only looking to merge 340 and 330 Mistletoe, not building on 340 Mistletoe? If you are just merging, there will be no issue from my perspective.

10 N Foley is considered buildable and the proposed dwelling may fit. The lot is a standard conforming lot and any building must meet setback minimum requirements. See [Article 22](#) for the listed setbacks for the R3 zoning district. Additionally, the lot is on the corner of N Foley and E Washington.

Any corner lot must have a 15-foot side yard along the adjacent street. For this lot, there must be a 5-foot side yard along the internal property line and a 15-foot side yard along the property line running with E Washington.

1205 Farmer is considered buildable for only a single-family dwelling. The R3 zoning district permits single- and two-family dwellings. To build a two-family dwelling, the lot must be at least 60 feet wide and 6000 square feet in total are, this lot does not meet that minimum requirement. Triplexes are not a permitted use in this zoning district.

Maxwell Gorman

Zoning Administrator

Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$11,700

Consideration: \$12,525

Tax Map No.: 012180010

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Stepping Stones Property LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 10 N. Foley Street, Tax Map Number: 012180010 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is twelve thousand five hundred twenty-five dollars (\$12,525) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, one thousand two hundred fifty-two dollars and fifty cent (\$1252.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on _____ and must _____). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made _____. The Development Agreement shall not be formally approved by Council. Approval and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.
6. **Termination Prior to Conclusion of Due Diligence Phase:**
- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.
7. **Seller's Representations and Warranties:** Seller represents and warrants as follows:
- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

- 8. **Purchaser's Representations and Warranties:**
 - a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
 - b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.
- 9. **Condition of the Property:** Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.
- 10. **Insurance and Indemnification:** Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

- responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.
11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

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

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

PURCHASER:

Petersburg, VA 23803

Stepping Stones Development, LLC
12307 Hillcrest Terrace,
Midlothian, VA 23112

COPY TO:

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Stepping Stones Development, LLC

By: Antone Rys

Title: Owner

Date: 2/21/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Presentation

*10 N Foley Street
Petersburg, VA 23803*

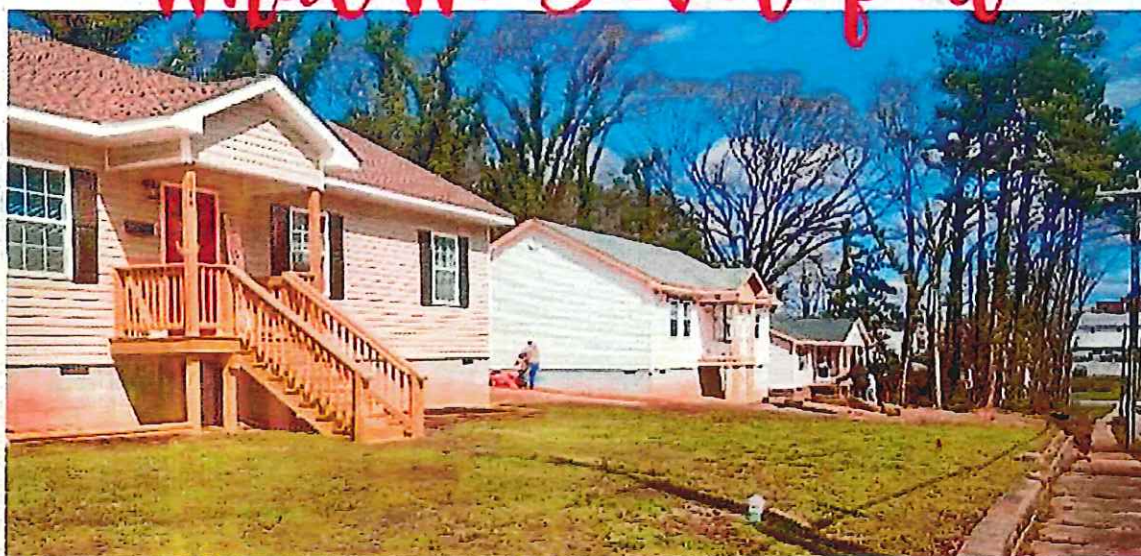
*City Assessment \$11,700
Stepping Stones Properties, LLC offer \$6,000*



What We Bought



What We Developed



WHY PARTNER WITH US

Stepping Stones Properties, LLC founded by Jamethro & Shantai Rogers in 2019, is a family-first business on an epic growth trajectory. Thanks to the vision and leadership of our founders, we have a tireless grassroots work ethic, an unconventional business model, a unique development roadmap, and a history of outperforming even our loftiest goals. Tenacity and ingenuity are key to our success.

SSP is an emerging leader in real estate development and property management. We're on a mission to elevate single & multifamily housing by developing and operating market-rate and affordable housing in highly desired and deprived neighborhoods.

SSP is a real estate investment, development, construction, and property management company focused on the multifamily apartment sector. Our diverse in-house expertise enables us to conduct robust pre-project assessments and facilitates long-term asset performance. We've sold or retained more than \$2 million in real estate in our short time.

SSP developers aren't afraid of a challenge. We scour the areas high-growth, low-inventory neighborhoods for opportunities to elevate the housing options for residents through new construction or redevelopment. SSP helps meet the demand for housing by partnering with local government agencies, contractors, banks, and investors. Through careful analysis of market trends and the financial viability of each project, our development team vets each potential building site and moves forward with those that enrich the community and support our company's continued growth.

Stepping Stones Properties, LLC
12307 Hillcreek Terrace
Midlothian, VA 23112
shantai@steppingstonesproperties.com

March 15, 2024

Dear Ms. Venable,

I am writing to express to our interest and intent to purchase the lot located at 340 Mistletoe St., Petersburg, VA for \$5775. The lot is adjacent to the property we own at 330 Mistletoe St and we confirmed with the City of Petersburg Zoning Department that the lot is unbuildable because it's under 5,000 sq ft.

We would like to purchase 340 Mistletoe St. to expand the lot size of our existing property. Our plan is to clear the tree brush and debris from the vacant lot, add landscaping, fencing and create a larger back and side yard for our property. This addition will add value and curb appeal to our property and the entire street.

Please let us know if these terms are acceptable to the City of Petersburg and if we can move forward with finalizing the purchase.

Thanks,
Antonia H. Rogers

Antonia Rogers
Registered Agent
Stepping Stones Properties, LLC
shantai@steppingstonesproperties.com
804-475-3297

Letter of Justification

340 Mistletoe St.

Hello,

We are offering less than the city assessed value because at the time of our initial proposal in March 2024, the requirement was 50% which is what we offered. Since that time, that city's requirement has changed to 100%; however, we would like to request that our initial offer be approved since it was compliant at the time of submission. Additionally, the City of Petersburg Zoning Office has confirmed that the lot is unbuildable because it's less an 5000 sq feet. We have also had to contact the city to address the overgrown landscaping to avoid the lot being used to dump trash and debris.

Regards,

Antonia H. Rogers

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$7700

Consideration: \$5775

Tax Map No.: 031250047

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Stepping Stones Property LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 340 Mistletoe Street, Tax Map Number: 031250047 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is five thousand seven hundred seventy-five dollars (\$5775) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, five hundred seventy-seven dollars and fifty cent (\$577.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on _____). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made _____ and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
- b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. **Condition of the Property:** Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. **Insurance and Indemnification:** Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and

exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely
<https://www.dcoffices.com> Page 3 of 3

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
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14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

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

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCHASER:

Stepping Stones Properties, LLC
12307 Killcreek Ter.
Midlothian, VA 23112

COPY TO:

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Stepping Stones Properties, LLC

By: Antonia Rogers, _____

Title: Owner

Date: 2/21/2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

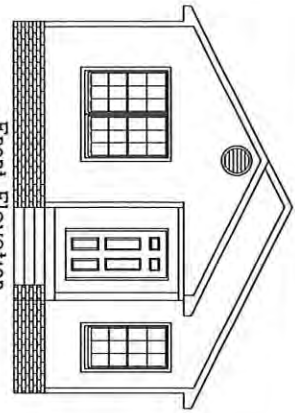
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Date: _____

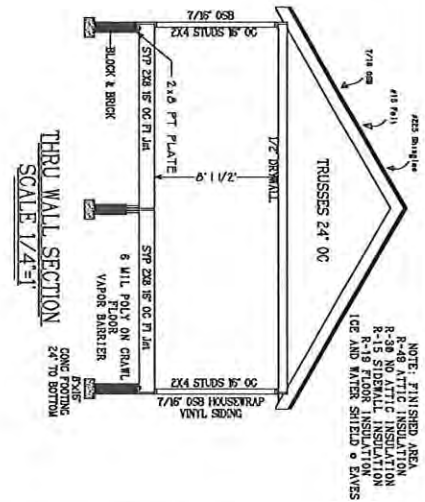
Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

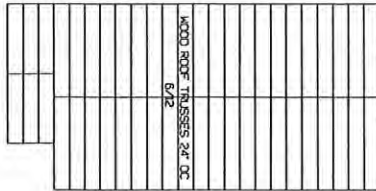


Front Elevation
Scale 1/4"=1'

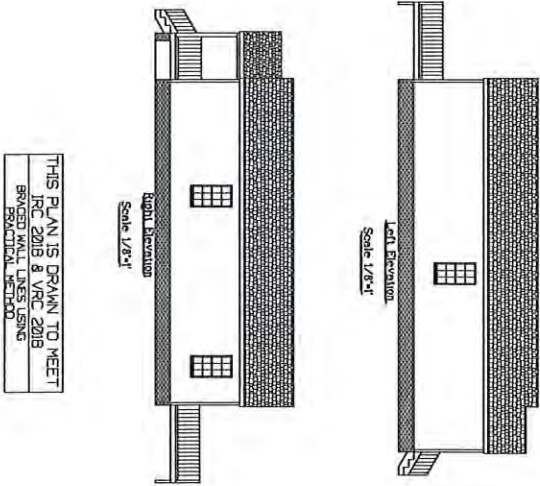


THRU WALL SECTION
SCALE 1/4"=1'

Roof Framing Detail
Scale 1/8"=1'



Side Elevation
Scale 1/8"=1'



THIS PLAN IS DRAWN TO MEET
IRC 2018 & VIRC 2018
PRACTICAL METHOD

SOUTH HILL RANCHER

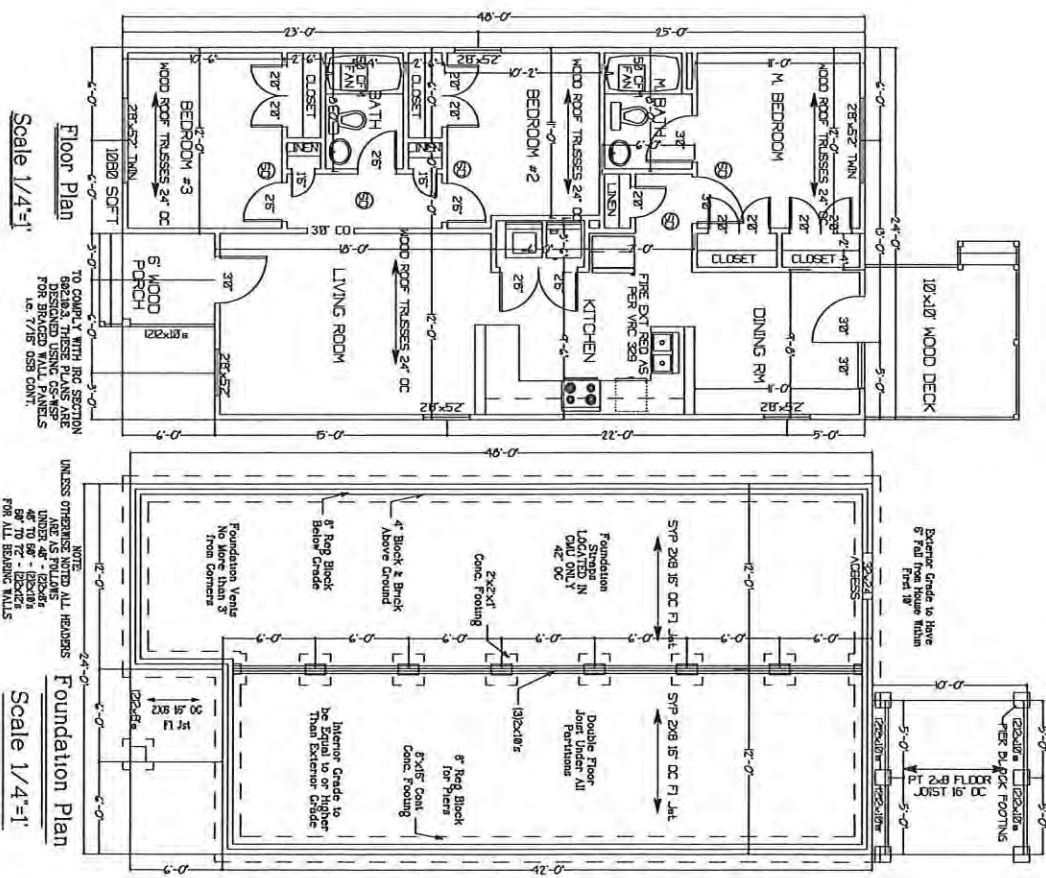
NetCaddrafting

800-440-0199
netcaddrafting.com

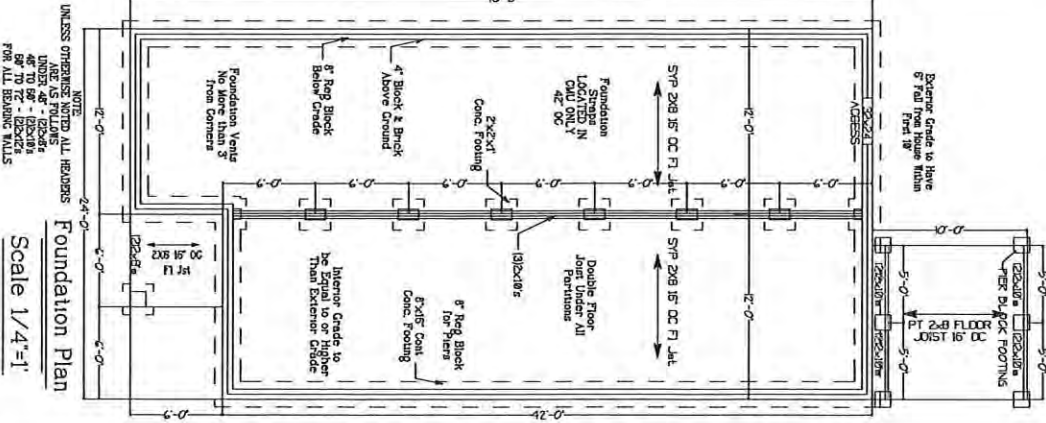
RANCHER
PLANS

DATE OF PLANS
5/6/24
PLANS DRAWN BY
BRAD PRICE

1 of 1



Floor Plan
Scale 1/4"=1'



Foundation Plan
Scale 1/4"=1'

This Deed of Easement is exempt from recordation taxes pursuant to §58.1-811A(3) and §58.1-811C(4) of the Code of Virginia and exempt from Clerk's fees pursuant to §17.1-266 of the Code of Virginia.

TAX MAP PARCEL I.D. NO: 034020800
960 Winfield Rd, Peterburg VA 23803

DEED OF EASEMENT

THIS DEED OF EASEMENT made this ____ day of _____, 20 __, by and between CITY OF PETERSBURG, VA ("Grantor"), a municipal corporation formed and operating under the laws of the Commonwealth of Virginia, whose principal office is located at 135 North Union Street, Petersburg, Virginia 23803, and VIRGINIA ELECTRIC AND POWER COMPANY ("Grantee"), a Virginia public service corporation whose principal office is in Richmond, Virginia, its successors, assigns lessees and agents.

W I T N E S S E T H:

1. For and in consideration of One Dollar (\$1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") upon property of the Grantor located at 960 Winfield Rd; Tax Map Parcel ID No.: 034020800, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend FIFTEEN (15) feet in width across the lands of GRANTOR; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of GRANTOR situated in CITY OF PETERSBURG, Virginia, as more fully described on Plat(s) Numbered 02-25-0051, attached to

and made a part of this Deed of Easement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by GRANTOR, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the right granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to GRANTEE'S rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE'S option, for other damage done to GRANTOR'S property inside the boundaries of the easement (subject, however, to GRANTEE'S rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE'S facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE'S exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE'S rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE'S exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE'S exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of GRANTEE'S obligations as a public service company or such other obligations as may be related to or incidental to GRANTEE'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. The easement granted hereby shall additionally be subject to all terms and conditions contained in (Exhibit A) which shall be recorded with and as a part of this Deed of Easement. Any conflict between (Exhibit A) and this Deed of Easement shall be resolved in favor of this Deed of Easement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

11. GRANTOR hereby represents to GRANTEE that to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has the right to convey this easement and the rights and privileges granted hereunder; and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR as described in the attached Ordinance (Exhibit B) adopted by Petersburg City Council on _____.

[signatures on following pages]

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first written.

GRANTOR:

CITY OF PETERSBURG, VIRGINIA

By: _____
John M. Altman, Jr., CITY MANAGER

APPROVED AS TO FORM:

ANTHONY C. WILLIAMS, DATE
CITY ATTORNEY

COMMONWEALTH OF _____

County/City of _____; to wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid do hereby certify that John M. Altman, Jr., City Manager for the City of Petersburg, Virginia, whose identity was verified by valid photographic identification, did personally appear before me and acknowledge the foregoing writing dated _____ in the jurisdiction aforesaid this ____ day of _____, 20__.

Notary Public

Notary ID No.: _____

My Commission Expires: _____

SEAL

GRANTEE: VIRGINIA ELECTRIC AND POWER COMPANY

By: _____

COMMONWEALTH OF _____

County/City of _____; to wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid do hereby
certify that Ellen Jackson as Manager of Electric Delivery Design-System for
Virginia Electric and Power Company, whose identification was confirmed by valid photographic
identification, did personally appear before me and acknowledge the foregoing writing dated
_____ in the jurisdiction aforesaid this ____ day of _____, 20 ____

Notary Public

Notary ID No.: _____

My Commission Expires: _____

SEAL

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED OF EASEMENT TO VIRGINIA ELECTRIC AND POWER COMPANY ACROSS CITY OF PETERSBURG PROPERTY LOCATED AT 960 WINFIELD ROAD FOR THE FUTHERANCE OF THE CITY'S POOR CREEK PUMPING STATION PROJECT – TAX MAP PARCEL NO.: 034020800

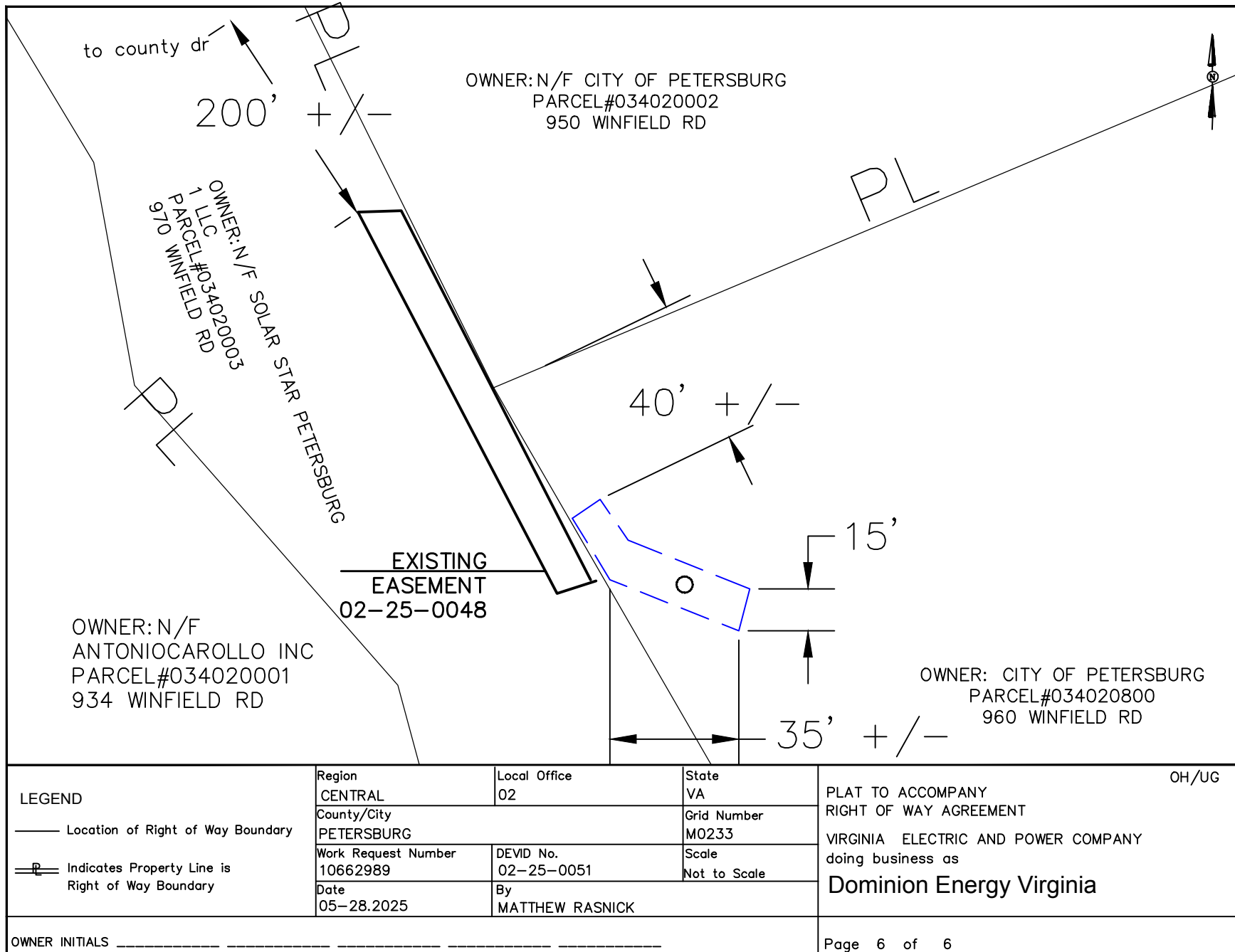
WHEREAS, the City is the owner of certain property located at 960 Winfield Road, Petersburg, VA (Tax Map Parcel No.: 034020800 (hereinafter “the Property”); and

WHEREAS, Virginia Electric and Power Company has requested an easement upon the Property for the purpose to construct, maintain, and operate equipment necessary for the provision of services to said pump station as well as transmitting and distributing electric power; for its own internal telephone and other communications purposes; and communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and the transmission facilities, and all equipment, accessories, and appurtenances desirable in connection therewith for the furtherance of the City of Petersburg’s Poor Creek Pumping Station located at 960 Winfield Road; and

WHEREAS, said easement is described in the attached draft Deed of Easement and depicted in the accompanying plat entitled “Plat to Accompany Right of Way Agreement Virginia Electric and Power Company doing business as Dominion Energy Virginia” dated 05/28/2025, Work Request No.: 10662989; and

WHEREAS, City Council believes that it is in the best interests of the City to grant said easement.

NOW therefore be it ORDAINED that the City Manager and City Attorney are hereby authorized to take all actions necessary to execute and allow for the recordation of said Deed of Easement.





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and J.C. BYNUM CONSTRUCTION LLC for the Development of 741 Blick Street Located in Petersburg, VA.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and J.C. Bynum Construction LLC for the Development of 741 Blick Street Located in Petersburg, VA.

REASON: City Manager to Execute a Development Agreement Between the City of Petersburg and J.C. Bynum Construction LLC for the Development of 741 Blick Street Located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and J.C. Bynum Construction LLC for the sale of City-owned property located at 741 Blick Street.

BACKGROUND: On June 18, 2024, the City of Petersburg entered into a Development Agreement with J.C. Bynum Construction LLC for the Development of 741 Blick Street located in Petersburg, VA;

Property Information

The zoning of the parcel at 741 Blick Street is R-3, Residential Vacant

Address: 741 Blick Street

Tax Map ID: 741 Blick Street

Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 7/15/2025

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. 741 Blick Street-Bynum Resolution
2. JC Bynum July 20.2020 Dev Agreement

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and J.C. Bynum Construction LLC for the Development of 741 Blick Street Located in Petersburg, VA

WHEREAS; On June 18, 2024, the City of Petersburg entered into a development agreement with J.C. Bynum Construction LLC for the Development of 741 Blick Street located in Petersburg, VA; and

WHEREAS; The due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS; the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and J.C. Bynum Construction LLC for the Development of 741 Blick Street located in Petersburg, VA.



City of Petersburg

Office of the City Manager
135 North Union Street
Petersburg, Virginia 23803

(804) 733-2301
Fax 732-9212
TDD 733-8003

JC Bynum Construction
7639 Hull Street Rd
Suite 105
North Chesterfield, VA 23235

August 29, 2022

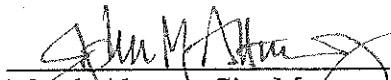
RE: Notice of Breach of Development Agreement

On September 1, 2020, the City of Petersburg entered into a development agreement with JC Bynum Construction for the development of property located at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. The construction timeline was a for a period not to exceed 24 months except by the written consent of the City as approved by Petersburg City Council (letter F).

The development agreement states (letter G) the failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.” The development agreement further states (letter H), upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default. Your development schedule calls for the project to begin 90 days from closing on the lots and construction of the first home to be concluded within six months and the remainder of the project within 24 months. Closing occurred on October 8, 2020, and as of the date of this Notice, you have not obtained a building permit or even started work

This letter serves a serve as notice that you are in breach of the development agreement. You have thirty days from the date of receipt of this letter, verified by certified mail receipt, to respond to this notice with a plan of action to cure. The action plan will require review and approval by the City Council. If you fail to submit the action plan within this time, or if the City Council reject the action plan, the city will regard this as a default of the agreement and implement the revert clause as stated in (letter L) in the agreement; At such time the City, Upon Default by The Purchaser, shall retain

100% of the purchase price and shall record the Notice of Default which shall cause the Property to automatically revert to the City.


March Altman, City Manager



APPROVED AS TO FORM:

 9/9/2022
Anthony C. Williams, City Attorney
City of Petersburg, Virginia

**DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT
PROPERTIES AT 804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525
Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson
St, 745 Wilson St, 747 Wilson St _____,
PETERSBURG, AS RESIDENTIAL DEVELOPMENT**

On this th 20 day of July, 2020 came the parties, J.C. Bynum
Construction, LLC ("Purchaser"), whose business address is 7639 Hull Street Rd, Suite 105,
North Chesterfield VA 23235 _____, and the City of Petersburg,
VA, a municipal corporation formed and operating under the laws of the Commonwealth of
Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this
Development Agreement for the development of vacant properties at **804-806 Bolling St, 411
Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725
Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St**
_____, Petersburg, as residential development ("the Agreement") to wit:

RECITALS

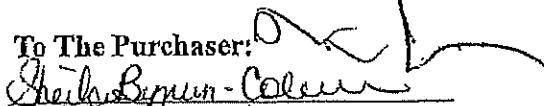
The Purchaser has presented to Petersburg City Council and the City's Administration "project
summary documents" herein attached as (Exhibit A) outlining specific information regarding the
project that is the subject of this Agreement, and which documents are hereby incorporated into
this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the
purchase and development of property located at **804-806 Bolling St, 411 Shore St, 520 Shore
St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St,
735 Wilson St, 745 Wilson St, 747 Wilson St _____** ("the
Property"). The requirements of the project summary documents are deemed by the Parties to
supplement but not supplant all requirements described in this Agreement and shall be binding
upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, Petersburg City Council did
authorize the sale of the Property to The Purchaser contingent upon the execution of this
Development Agreement which shall be referenced in the recorded deed for the property and
include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

To The Purchaser:


7639 Hull Street Rd, Suite 105
North Chesterfield, VA 23235

To the City:

City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

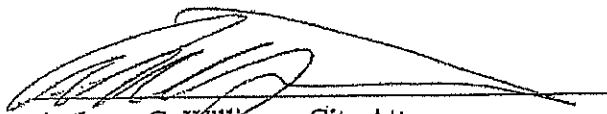
Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

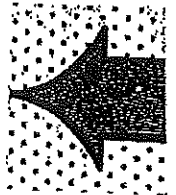
- J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser. The deed shall include provisions for the reverter described herein.
- K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property Twelve Hundred and 00/100 dollars (\$1,200_____.00).
- L. Upon Default by The Purchaser, the City may, at its sole discretion, repay The Purchaser its original purchase price for the property less Twelve Hundred_____ and 00/100 dollars (\$1,200_____.00), and record the Notice of Default which shall cause the Property to automatically revert to the City.
- M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded and the Agreement is declared to be null and void in accordance with the terms described herein.
- N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.
- O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

Approved as to form:


Anthony C. Williams, City Attorney



CITY OF PETERSBURG, VIRGINIA

By: _____
Aretha Ferrell-Benavaides

COMMONWEALTH OF VIRGINIA
City of Petersburg

On this _____ day of _____, 2020, Aretha Ferrell-Benavaides, City Manager for the City of Petersburg, Virginia, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF 804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St _____
PETERSBURG, VIRGINIA.

Notary

Notary ID No.: _____
My Commission Expires: / /

By: Rashad Coleman
Sheila Bynum Coleman *Sheila Bynum-Coleman*

COMMONWEALTH OF VIRGINIA
City of Petersburg

On this 20th day of July, 2020, Rashad Coleman
Sheila Bynum Coleman,
whose identity was confirmed by valid photographic identification, did appear before me, a
notary public for the Commonwealth of Virginia, and affix her signature to the foregoing
DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF AT 804-806 Bolling St, 411
Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725
Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St
PETERSBURG, VIRGINIA.



Carol M. Bynum
Notary

Notary ID No.: 7386721
My Commission Expires: 04/30/2023

Development Plan

I. Scope of the project

J. C. Bynum Construction LLC will build owner-occupied single-family homes on twelve (12) vacant lots. We will have four different models. One home will be built on each individual lot to be sold to the owner occupant.

Selections will include the following options

- 3 or 4 bedrooms
- First floor master
- Granite countertops
- Stainless steel appliances
- Bedroom with a loft
- 2.5 bathrooms
- Each home will have a minimum of 1200 square feet

II. Cost

The total cost to build one 1200 sq. foot home is one hundred and twenty-five thousand dollars (\$125,000). This includes start to finish from the permit to the final construction and certificate occupancy.

III. Funding

The project will be funded through lending from a financial institution.

IV. Development Schedule

- The project will begin 90 days from closing on the lots
- Construction will take roughly six months depending on the weather
- The permit process depends on the City of Petersburg
- All homes will be constructed within 24 months of closing



To whom it may concern:

Sheila and Rashad Coleman have been pre-approved for a construction loan for the purpose of building twelve lots in the City of Petersburg. In addition, they have four hundred thousand dollars in liquid funds available to begin the project while they are securing additional commercial funding for their construction company J.C. Bynum Construction.

Sheila and Rashad Coleman are financially stable with financing to complete the construction project.

Should you have any questions pertaining to this matter, feel free to contact me at: (804) 521-2673.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelvin Oliver".

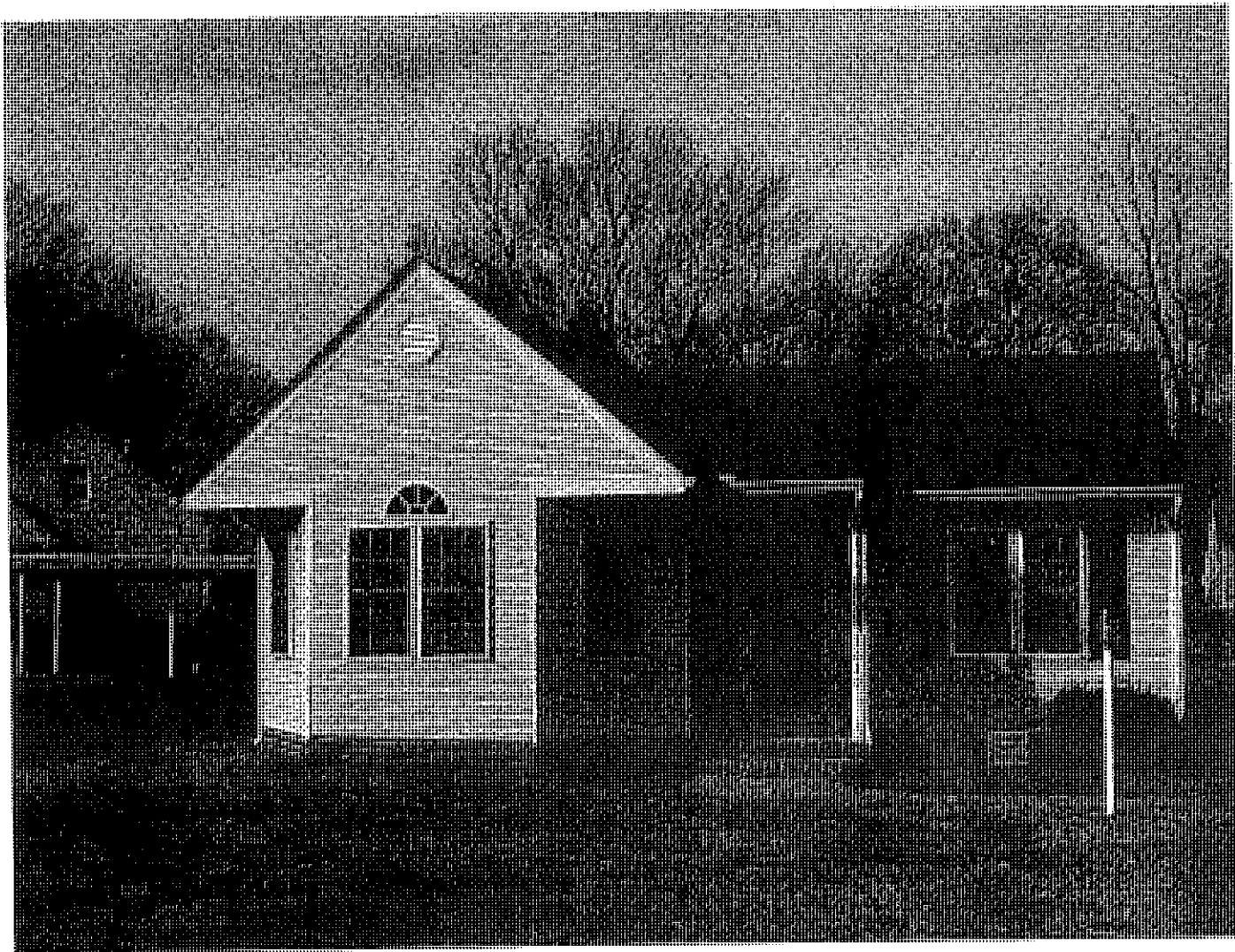
Kelvin Oliver
President

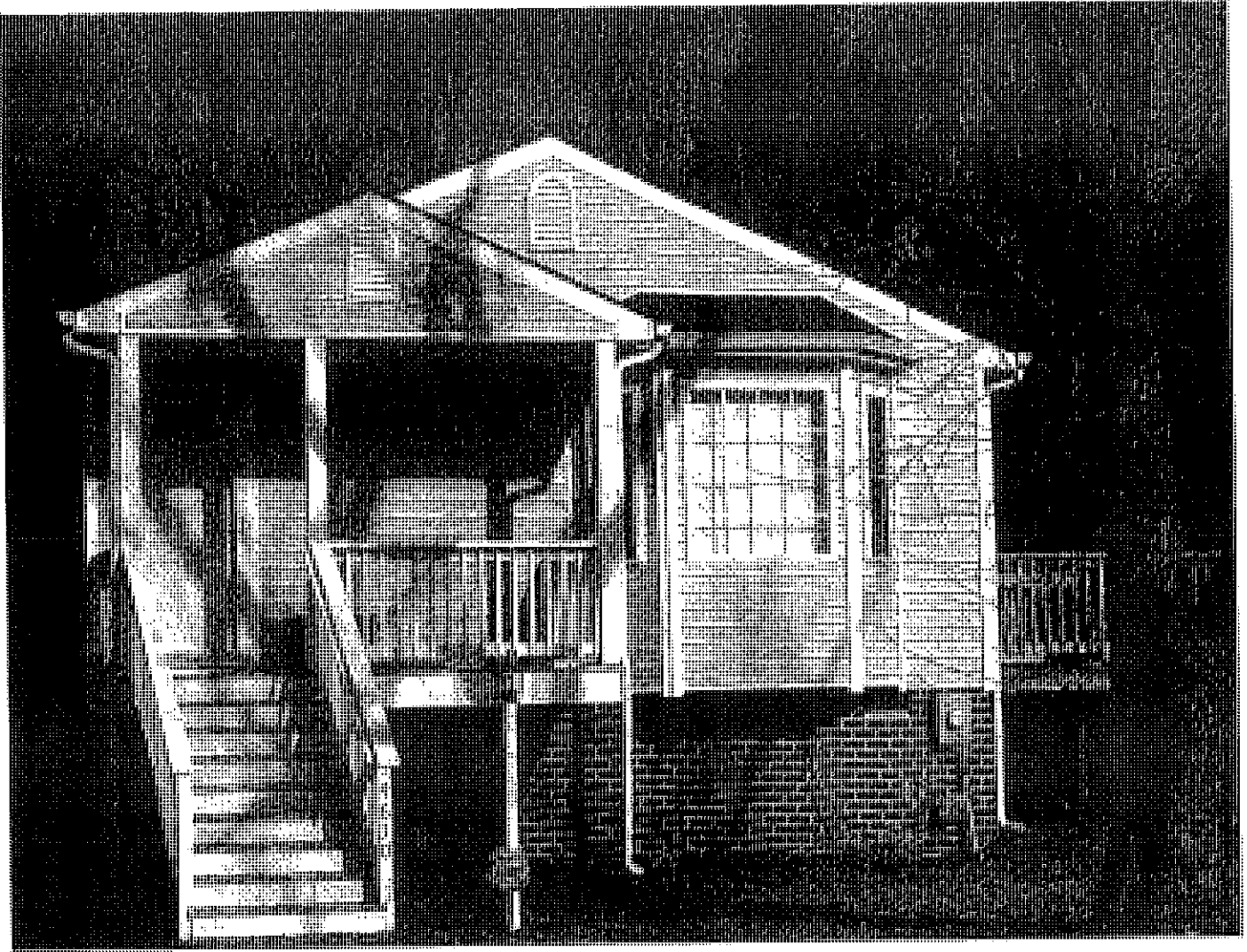
KORE Mortgage, LLC
7400 Beaufont Springs Drive, Suite 300
Richmond, VA 23225
(804) 521-2673
www.koremortgage.com

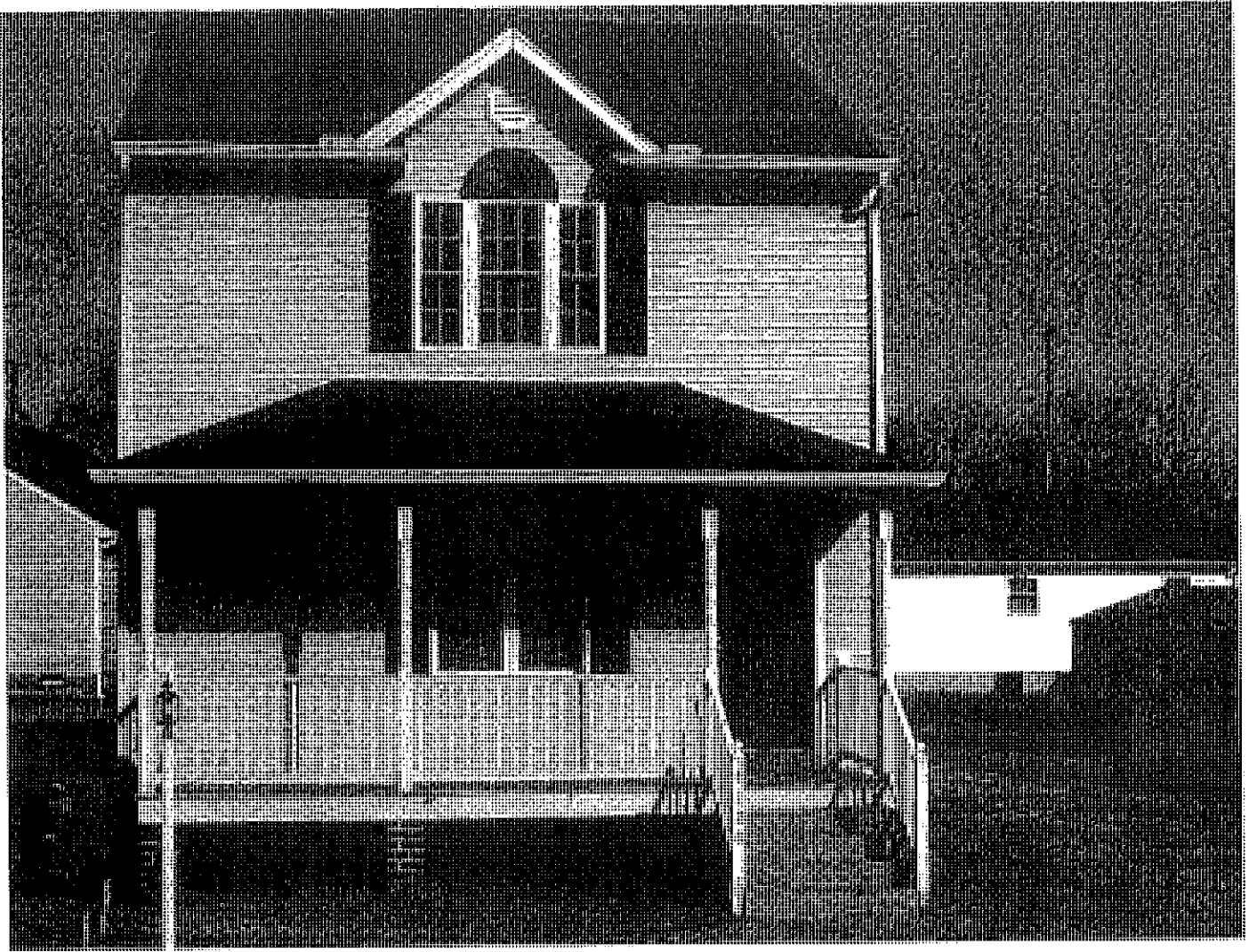












7/17/2020

Mail - Maureen Smith-Scott - Outlook





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 15, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Update by Berkley Group on Comprehensive Overhaul of Zoning and Subdivision Ordinance**

PURPOSE: To provide City Council with an update on the ongoing overhaul of the Zoning and Subdivision Ordinance, including an overview of articles drafted to this point and discussion/questions on next steps.

REASON: The City of Petersburg has enlisted the support of the Berkley Group to update, modernize, and restructure the Zoning and Subdivision Ordinances into one seamless regulatory document.

RECOMMENDATION:

BACKGROUND: Planning staff have been working with Berkley Group since April 2024 to comprehensively overhaul the Zoning and subdivision ordinance. Since project kickoff, staff and Berkley Group have undertaken several community engagement efforts and, over the last several months, Berkley Group have coordinated with staff and Planning Commission on review of draft articles for the proposed ordinance.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 0. CC2_07.15.25_Memo

2. 1. Presentation City Council Check-In_7.15.25

PROJECT OVERVIEW

The City of Petersburg has enlisted the support of the Berkley Group to update, modernize, and restructure the Zoning and Subdivision Ordinances into one seamless regulatory document. The revised Zoning and Subdivision Ordinances will:

- Provide streamlined and user-friendly regulations;
- Incorporated best planning practices and current state code requirements;
- Address the goals and strategies identified in the Comprehensive Plan; and
- Consider citizen needs and issues identified through the public engagement process.

This process will be guided by Petersburg Planning staff and the Planning Commission, and will include opportunities for input from City Council, stakeholders, and citizens.

Tonight's meeting will focus on reviewing the following proposed articles. The versions reviewed by Planning Commission have been provided; any comments from Planning Commission, City Council, and staff will be incorporated together.

- Article 1 – In General
- Article 2 – Administration
- Article 3 – Permits and Applications
- Article 4 – District Standards
- Article 6 – Use Matrix
- Article 7 - Use Performance Standards
- Article 8 – Community Development Standards
- Article 9 – Nonconformities
- Related Definitions

The following articles are in development and will be reviewed by the Planning Commission at future meetings:

- Article 5 – Overlay Districts
- Article 10 – Subdivision

AGENDA

- Berkley Group presentation
- Article Review (1, 2, 3, 4, 6, 7, 8, 9 and related definitions)
- Next Steps and Closing

ATTACHMENTS

A. Draft Article Summary

Highlights key changes in proposed drafted text.

B. Draft Article 1 – In General

Article 1 establishes the authority of the Zoning and Subdivision Ordinance in accordance with state code.



C. Draft Article 2 – Administration

Article 2 establishes the administration of the Zoning and Subdivision Ordinance, such as appointment of the Zoning Administrator and Subdivision Agent, procedures for commissions and boards, and enforcement of violations and penalties.

D. Draft Article 3 – Permits and Applications

Article 3 outlines application requirements and procedures for Rezoning, Special Use Permits, Variances, Site Plans, and similar processes.

E. Draft Article 4 – District Standards

Article 4 establishes the City's primary, or base, zoning districts. The dimensional standards for all zoning districts have been consolidated into a single Article – as opposed to being siloed into different Articles, as is done currently – for ease of use.

F. Draft Article 6 – Use Matrix (Proposed Ordinance Text)

Article 6 establishes the use matrix and associated introductory provisions. Attachment F includes only the introductory provisions; the final use matrix will be incorporated into the final adopted document.

G. Draft Article 6 – Use Matrix (Proposed Matrix)

Article 6 establishes the use matrix, which consolidates all land uses into a single table and sets forth the use permissions for each zoning district. For the purposes of review, the Use Matrix will be presented as a separate table for discussion and editing. The final use matrix will be incorporated into the final adopted document.

H. Current Use Matrix

Current use permissions have been compiled into a matrix for comparison to the proposed Use Matrix.

I. Draft Article 7 – Use Performance Standards

Article 7 establishes performance standards for specific land uses, including operational, locational, and design requirements to ensure compatibility with surrounding development.

J. Draft Article 8 – Community Development Standards

Article 8 establishes the City's community development standards, which address site design, landscaping, screening, parking, signage, lighting, and other physical components of development. These standards apply across zoning districts and are intended to enhance the City's visual character, promote walkability, and ensure compatibility between developments.

K. Draft Article 9 – Nonconformities

Article 9 outlines provisions for nonconforming uses, structures, and lots.

L. Draft Definitions

Definitions pertinent to the Articles being discussed at this worksession are provided for concurrent review. All definitions will be compiled into a dedicated article (Article 11) at the conclusion of the drafting process.



PROJECT SCHEDULE

- ☒ **September 25, 2024** – Work Session #1, Joint Planning Commission and City Council Kickoff
- ☒ **April 22, 2025** – Work Session #2, Planning Commission Review Session
- ☒ **June 2, 2025** – Work Session #3, Planning Commission Review Session
- ☒ **June 24, 2025** – Work Session #4, Planning Commission Review Session
- ☐ **July 15, 2025** – City Council Check-In
- ☐ **July 29, 2025** – Work Session #5, Planning Commission Review Session
- ☐ **September 23, 2025** – Worksession #6, Planning Commission Review Session
- ☐ **November 2025** – Open House, Draft Ordinance Public Review
- ☐ **December 2025** – Pre-Adoption Joint Work Session
- ☐ **February 2026** – Joint Public Hearing and Final Adoption

PROGRESS TO DATE

- **Staff Kickoff** – Held April 29, 2024. Berkley Group conducted a kickoff meeting with Petersburg staff to review the scope of work and deliverable items.
- **Public Engagement** – Public engagement offered opportunities to collect community feedback on priorities for the ordinance update. An online public survey was available from June 15 to August 18. Public popup events were held June 15 and August 6 at the Juneteenth Festival and National Night Out, respectively. Focus group interviews were held June 14 and August 6.
- **Joint CC and PC Kickoff Work Session** – Held September 25, 2024. During this meeting, the Berkley Group gave a presentation on the scope of work, schedule, Diagnostic Report, and Public Engagement Summary.
- **Work Session #2** – Held April 22, 2025. The focus of this meeting was to review and discuss drafts of Article 1, In General; Article 2, Administration; Article 3, Permits and Applications; and Article 9, Nonconformities.
- **Work Session #3** – Held June 2, 2025. The focus of this meeting was to review and discuss drafts of Article 6, Use Matrix; Article 7, Use Performance Standards; and associated definitions.
- **Work Session #4** – Held June 24, 2025. The focus of this meeting was to review and discuss drafts of Article 4, District Standards; Article 8, Community Development Standards; and associated definitions.

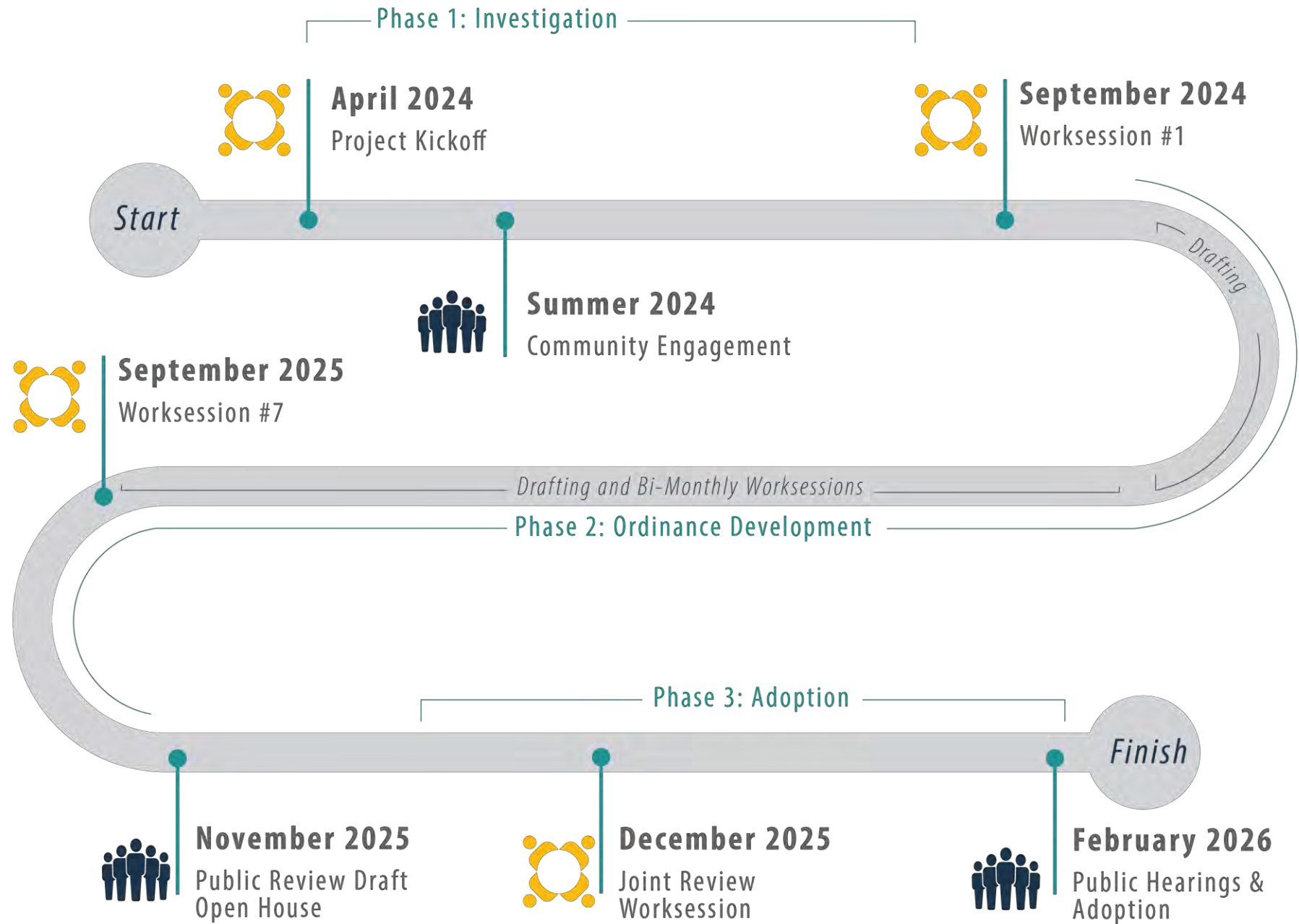
City of Petersburg ZONING & SUBDIVISION ORDINANCE UPDATE



**City Council Check-In
July 15, 2025**



PROJECT SCHEDULE



PROJECT OVERVIEW

INVESTIGATION

✓	Kick-off with Staff
✓	Document Review & Diagnostic
✓	Public Outreach: <i>Focus Groups</i> <i>June 14 & August 6, 2024</i> <i>Public Popup Events</i> <i>June 15 & August 6, 2024</i> <i>Visual Preference Survey</i> <i>June 15 – August 18, 2024</i>
✓	Joint PC and City Council Kickoff Work Session

CONTENT DEVELOPMENT

✓	General & Administrative Provisions
✓	Permit & Application Provisions
✓	District Standards
	Overlay Districts
✓	Use Matrix
✓	Use Performance Standards
✓	Community Design Standards
✓	Nonconformities
	Subdivision
	Graphics

- Monthly Work Sessions with Planning Commission April through September (except August)
- City Council Check-In – July 15, 2025

ADOPTION

Review and Revisions
Public Open House <i>Full Draft Ordinance Review</i>
Pre-Adoption Joint Work Session
Incorporate Final Revisions
Joint Public Hearing and Adoption

ARTICLE DRAFTING

- **8 out of 11 Articles have been drafted:**
 - Article 1 – In General
 - Article 2 – Administration
 - Article 3 – Permits and Applications
 - Article 4 – District Standards
 - Article 6 – Use Matrix
 - Article 7 – Use Performance Standards
 - Article 8 – Community Development Standards
 - Article 9 – Nonconformities
 - Article 11 – Definitions (relevant definitions have been drafted to date)
- **Planning Staff has reviewed and provided comments.**

Berkley Group is currently incorporating edits.
- **Drafting the final sets of Articles is in progress:**
 - Article 5 – Overlay Districts
 - Article 10 – Subdivision

ARTICLE 1 | CONTENT OVERVIEW

- **Enactment and Authority**
Authority, Purpose, Applicability
- **Ordinance Conflicts and Interpretation**
Interpretation, Figures and References in Ordinance
- **Zoning Districts Map**
Establishment/Maintenance/Amendment, Incorporation by Reference, Interpretation of Zoning District Boundaries, Unauthorized Changes
- **Transition of Regulations after Adoption**
Effective Date, Complete Applications, Vested Rights

ARTICLE 2 | CONTENT OVERVIEW

➤ **Zoning Administrator and Subdivision Agent**

Appointment, Powers, Duties

➤ **Planning Commission, BZA, ARB**

Appointment, Powers, Procedures

➤ **Enforcement**

Authority, Violations, Penalties

➤ **Fees**

Fees and Charges*

**Note: Article 2 authorizes the adoption of a fee schedule, but recommend adopting the actual list of fees as an appendix. (Included in Article 31 of the current Zoning Ordinance.)*

ARTICLE 3 | CONTENT OVERVIEW

- **Application and Submittal Procedures**
- **Zoning Text Amendments**
- **Zoning Map Amendments (Rezoning)**
- **Conditional Zoning (Rezoning with Proffers)**
- **Special Use Permits**
- **Variances**
- **Site Plans**
- **Zoning Permits**
- **Temporary Use Permits**
- **Certificate of Occupancy**
- **Certificate of Appropriateness**
- **Zoning Determinations**
- **Appeals**
- **Public Hearings and Notifications**

ARTICLE 3 | REVISIONS TO NOTE

- Public Notifications
 - Removed outdated timeframes and requirements
 - Streamlined with simple reference to state code
- Special Exceptions and Conditional Use Permits have been removed from BZA processes
 - Reduced redundancy; easier process for applicants and staff
 - Pertinent provisions currently under Special Exceptions will be moved into SUP procedures or use performance standards
 - Reduces conflicts with the Variance process
- Recent amendments to your Site Plan procedures (Article 38) have been retained

ARTICLE 4 | CONTENT OVERVIEW

- **Establishment and Intent**
Primary Zoning Districts and Place Types Established
- **Determination and Measurement of Standards**
Floor Area Calculations, Height, Lot Coverage, Lot Width, Setbacks, Build-To Zone
- **District Standards**
Residential, Commercial, Mixed Use, and Planned Unit Districts, and Agricultural Districts
- **Cluster Development and Cottage Court Standards**
Note: These sections will be relocated to a supplemental standards article, but the draft language will remain consistent.

ARTICLE 6 | CONTENT OVERVIEW

➤ **Uses Provided and Not Provided**

- Use Classifications and Types
- Use Matrix Abbreviations

➤ **Use Permissions**

- Permitted (“By Right”) Uses
- Specially Permitted Uses
- Accessory Uses
- Prohibited Uses

ARTICLE 6 USE MATRIX

ARTICLE 6 | USE MATRIX

All Uses compiled into one list, categorized by type (Agricultural, Commercial, etc.)

All Districts contained in one matrix

Associated standards are referenced

Use	Districts																				Use Performance Standards
	A	R-1A	R-1	R-2	R-3	R-4	R-5	R-6	RMH	RTH	RB	B-1	B-2	B-3	ERC	M-1	M-2	MXD-1	MXD-2	MXD-3	
	A = Accessory Use B = By Right SUP = Special Use Permit B/SUP = By right unless threshold triggers SUP Blank = Not Permitted																				
	Accessory Uses																				
Accessory Structure	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Section 7-2-1
Drive-Through Facility												A	A			A					Section 7-2-2
Dwelling, Accessory	A	A	A	A	A		A			A	A							A	A		Section 7-2-3
Home Occupation	A	A	A	A	A	A	A	A	A	A	A							A	A		Section 7-2-4
Outdoor Storage																	A	A			Section 7-2-5
	Agricultural Uses																				
Agricultural Operation	B																				Section 7-3-1
Agritourism	B																				Section 7-3-2
Farm Stand	B																				Section 7-3-3
Silvicultural Operation	B																				Section 7-3-4
	Commercial Uses																				
Adult Use																SUP					Section 7-4-1
Brewery, Distillery, or Winery															B	B					
Brewery, Distillery, or Winery, Micro-												B	B	B	B	B			B	B	
Business Support Services												B	B	B	B	B				B	
Car Wash												B	B			B	B				
Casino Gaming Establishment															B						
Casino Gaming Establishment, Temporary															B						
Catering Facility											B	B	B	B	B				B	B	

****Current use permissions have also been compiled into a matrix for review and comparison****

ARTICLE 7 | CONTENT OVERVIEW

➤ **General**

Purpose and Intent, Conformance with Other Regulations

➤ **Use Standards by Type**

- Accessory Uses
- Agricultural Uses
- Commercial Uses
- Industrial Uses
- Public/Civic/Recreational Uses
- Residential Uses
- Miscellaneous Uses

ARTICLE 8 | CONTENT OVERVIEW

➤ General

- Exemption for ERC District
- Compliance Thresholds for Site Improvements

➤ Building and Architectural Standards

- Façade Requirements and Materials
- Building Step-Backs
- Residential Infill

➤ Blocks and Connectivity

- Block Configuration
- Driveway and Curb Cut Placement
- Mid-Block Pedestrian Connections
- Modifications and Waivers



Stepback example

ARTICLE 8 | CONTENT OVERVIEW

➤ **Outdoor Amenity and Open Space**

- Minimum Requirements for Outdoor Spaces (courtyards, parks, etc.)
- Minimum Requirements for Active Recreation Spaces
- Modifications and Waivers

➤ **Landscaping**

- Intended to be Consistent with New Tree Protection Ordinance
- Landscape Plan Specifications and Bonding Requirements
- Planting and Preservation Standards
- Modifications and Waivers

➤ **Transitions and Screening**

- Transitional Screening Buffers
- General Screening Standards
- Service Area and Utility Screening Standards

ARTICLE 8 | CONTENT OVERVIEW

- **Fences and Walls**
 - Location and Material Specifications
 - Height Standards
 - Screening Walls and Fences
 - Retaining Walls
 - Maintenance
- **Access and Parking**
 - Internal Sidewalks and Pathways
 - Minimum Off-Street Parking Requirements
 - General Parking Lot and Parking Structure Standards
 - Parking Lot Landscaping (from GIC ordinance)
 - Driveway and Curb Cut Standards
 - Parking Space and Drive Aisle Dimensions
 - EV Charging Stations
 - Accessible Parking
 - Joint/Shared Parking
 - Bicycle Parking
 - Off-Street Loading
 - Parking Reduction/Increase Modifications

ARTICLE 8 | CONTENT OVERVIEW

➤ Signs

- Based on Model Sign Ordinance for Compliance with *Reed v. Gilbert*
- Administration and Permitting
- Prohibited Sign Types
- Sign Standards and Measurement Methods
- Signs Permitted by District & Specific Standards by Sign Type
- Maintenance and Removal
- Nonconforming Signs

➤ Outdoor Lighting

- Lighting Plan Requirements
- Lighting Zones
- Fixture Type Specifications
- Shielding Requirements
- Color Temperature
- Minimum Lighting Values for Specific Areas
- Maximum Illumination Values at Property Lines (glare/light trespass)

ARTICLE 8 | REVISIONS TO NOTE

- Street design standards are currently under development. These provisions are being refined in coordination with City staff and will be finalized prior to Planning Commission review.
- Graphics will be added to Articles 4 and 8 to support user understanding of dimensional and design standards. These are currently in development and will be incorporated into the final review draft.

ARTICLE 9 | CONTENT OVERVIEW

- **Nonconforming Uses, Lots, and Structures**
 - Dictated by state code
 - Allows nonconformities to continue *if they were legally established to begin with* and maintain other criteria

What Does it Mean to be “Grandfathered”?

A lot, building, or use that was legal under the zoning rules at the time it was established, but does not meet current zoning requirements.

State Code allows localities to let older properties keep their original use or form, even if the zoning rules have changed. But they can only be expanded or rebuilt if they meet the current zoning requirements.

DEFINITIONS

- **Definitions are incorporated from:**
 - Existing Ordinance
 - Code of Virginia
 - Best Practice Definitions

Definitions have been updated or added as appropriate. Existing definitions were also retained as needed.

REMAINING ARTICLES

- **Article 5 – Overlay Districts**
 - Historic Overlay Districts
 - Downtown Entertainment Overlay? (*discussion to come*)

- **Article 10 – Subdivision**
 - Currently administered as Appendix A of the City Code

DATA CENTER PERMISSIONS

Planning Commission expressed interest in permitting data centers through SUP.

- **Would City Council like data centers to be permitted by right or with SUP?**
- **Note: Performance standards for data centers proposed in Article 7 would apply either way (pending any edits)**

POTENTIAL DOWNTOWN OVERLAY?

Planning Commission expressed interest in exploring an Entertainment Overlay in the downtown area.

➤ **Possible Topics Include:**

- Open container allowances (“sip and stroll” events, etc.)
- Street performers and outdoor entertainment
- Noise flexibility for events and activities

➤ **Considerations Include:**

- Provisions more appropriate for City Code rather than Zoning Ordinance
- Administration/coordination of overlay provisions – might need to split between different departments
 - Parks and Recreation administers *public* special events
 - Zoning administers permits for certain *private* special events/uses
- Boundaries – potential starting point could be the existing Tourism District
- The overlay would be distinct from the “Entertainment and Resort Casino District”
- Project schedule adjustments depending on direction

POTENTIAL DOWNTOWN OVERLAY?

➤ Questions for City Council:

- **Is there interest in developing a new downtown overlay?**
May require project scope amendment and/or schedule adjustments.
- **What activities should be pursued?**
- **Which departments should administer/enforce overlay regulations?**
Some activities may not be suitable for Zoning per state code, but could be administered by another department.
- **What goal would Council like to achieve? (tourism, economic development, etc.)**
- **What area should it apply to?**



NEXT STEPS

- ☒ Joint Kickoff Work Session
- ☒ Zoning & Subdivision Ordinance Drafting Begins
- ☒ City Council Check-In – July 15, 2025
- ☐ PC Work Sessions – April 2025 through Sept. 2025
Next Work Session – July 29
- ☐ Public Draft Open House – November 2025
- ☐ Pre-Adoption Joint Work Session – December 2025
- ☐ Final Revisions
- ☐ Joint Public Hearing & Final Adoption – February 2026

**Comments
on Today's
Materials
Due July 29**



City of Petersburg

Jared Crews

Planning Manager

jcrews@petersburg-va.org



Berkley Group

Tori Haynes

Senior Planner

tori.haynes@bgllc.net