



City of Petersburg Virginia

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City Council Work Session

**October 7, 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 Proclamation**
 - a. Proclamation — Honoring the Petersburg High School Class of 1975 on the Occasion of Their 50th Reunion, Presented to Councilwoman Annette Smith-Lee, Petersburg High School Class of 1975 – Page 4
 - b. Proclamation - Childhood Cancer Awareness Month in Honor and Remembrance of Sydney Hampton, Presented to Pamela and Sidney Hampton – Page 5
 - c. Proclamation — Recognizing Breast Cancer Awareness Month, Presented to Ms. Regina Parham, Feelings to Fight Foundation in Petersburg, Virginia – Page 6
 - d. Proclamation — Recognizing Domestic Violence Awareness Month, Presented to Anna Smith and Deloris Jefferson, The James House – Page 7
 6. **Public Comments**
 7. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes of Previous Meetings: - Pages 8-38
September 2, 2025 Special Joint Public Hearing with Planning Commission Minutes (Revised- Pages 14-15)
September 16, 2025 Regular City Council Minutes
 - b. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and I AM POWER to Purchase the City-Owned Properties at 35 and 17 Bank Street, Located in Petersburg, VA – Pages 39-116
 - c. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ZEBRINA MEADE for the Development of 746 Mount Airy Street, Located in Petersburg, VA – Pages 117-133

- d. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and K&K BEGINNINGS LLC for the Development of 110 Spruce Street, Located in Petersburg, VA – Pages 134-156
- e. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ENTRUSTED VISIONS LLC and FETKO PROPERTIES LLC for the Development of 126 Kentucky Avenue, Located in Petersburg, VA – Pages 157-176
- f. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and NEW TOWN STATION LLC for the Development of 321 Witten Street, Located in Petersburg, VA – Pages 177-202
- g. 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 ENTRUSTED VISIONS, LLC for the Development of 704 and 706 Wesley Street, Located in Petersburg, VA – Pages 203-228
- h. First Read and to Schedule a 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 724 Harding Street, Located in Petersburg, VA – Pages 229-255
- i. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SKYE IS THE LIMIT RESIDENTIAL SERVICES LLC for the Development of 137 Franklin Street, Located in Petersburg, VA – Pages 256-276
- j. First Read and to Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – 277-278
- k. First Read and to Schedule a Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan – Pages 279-287
- l. First Reading and to Schedule a Public Hearing for Consideration of an Ordinance to Request Enactment of the Petersburg Parking Authority Act – Pages 288-300
- m. First Read and to Schedule a Public Hearing for Consideration of an Amendment to the Community Development Block Grant Program Year 2025 Action Plan for the Purpose of Reallocating COVID Funds to Peoples Advantage Helping Hands – Pages 301-303
- n. First Read and to Schedule a Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 50 — Environment, of the Petersburg City Code to Include Article VI. Tree Protection and Planting – Pages 304-317
- o. First Read and to Schedule a Public Hearing for Consideration of a Resolution Authorizing the Issuance of General Obligation Bond Anticipation Notes – Pages 318-360
- p. First Read and to Schedule a Public Hearing to Consider an Amendment and Re-Adopt Section 114-136 and Section 114-236 of the City Code Increasing the Public Utility Rates for Water and Sewer Commodity and Capacity Charges – Pages 361-433

8. Special Reports

- a. Staff Presentation on Sign Ordinance and Proposed Amendments – Pages 434-448

9. Monthly Reports

- 10. Finance and Budget Report**
- 11. Capital Projects Update**
- 12. Utilities**
 - a. Jacob Presentation - City of Petersburg, VA Rate Study Updates 2025 – Pages 449-462
 - b. Public Works & Utilities Update – Pages 463-470
- 13. Streets**
- 14. Facilities**
- 15. Economic Development**
 - a. UVA Presentation - Innovate Petersburg Fund – Pages 471-489
 - b. Economic Development Intern Presentation-Man By Design
- 16. City Manager's Agenda**
- 17. Business or reports from the Clerk**
- 18. Business or reports from the City Attorney**
- 19. Adjournment**

Office of the Mayor

Petersburg



Virginia

Proclamation

HONORING THE PETERSBURG HIGH SCHOOL CLASS OF 1975 ON THE OCCASION OF THEIR 50TH REUNION

WHEREAS, Petersburg High School has long served as a cornerstone of education, growth, and community pride for the City of Petersburg and its citizens; and

WHEREAS, the Class of 1975 holds a place of distinction in the history of Petersburg as the very first class to graduate from the newly constructed Petersburg High School, setting the standard for excellence and achievement for future generations; and

WHEREAS, the members of the Class of 1975 have carried the lessons learned within the walls of Petersburg High School into their personal lives, careers, and communities, demonstrating resilience, leadership, and commitment to service over the past five decades; and

WHEREAS, the Class of 1975 will gather together on October 10, 11, and 12, 2025, to celebrate their 50th Reunion, rekindling friendships, honoring memories, and reflecting on the impact their shared experiences have made upon the City of Petersburg and beyond; and

WHEREAS, the City of Petersburg takes special pride in recognizing that the Honorable Councilwoman Annette Smith-Lee, a dedicated public servant and respected leader, is a distinguished member of this historic graduating class; and

NOW, THEREFORE, I, Samuel Parham, Mayor of the City of Petersburg, on behalf of the Petersburg City Council, do hereby recognize and commend the Class of 1975 for their historic milestone as trailblazers of a new era and for their enduring contributions to the vitality and success of the City of Petersburg. We honor the Petersburg High School Class of 1975 on the joyous occasion of their 50th Reunion Celebration and extend to them sincere congratulations, heartfelt appreciation, and best wishes for continued health, happiness, and success.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Petersburg to be affixed this 7th day of October, 2025.



Samuel Parham, Mayor

ATTEST:



Tangi R. Hill, Clerk to the Council

Office of the Mayor

Petersburg



Virginia

Proclamation

CHILDHOOD CANCER AWARENESS MONTH IN HONOR AND REMEMBRANCE OF SYDNEY HAMPTON

WHEREAS, childhood cancer remains the leading cause of disease-related death in children in the United States, with families across the nation facing the unimaginable challenges that come with this diagnosis; and

WHEREAS, Sydney Hampton was a bright and talented child whose love for dance, radiant smile, and kind heart touched the lives of everyone who knew her; and

WHEREAS, at just six years old, Sydney was diagnosed with Diffuse Intrinsic Pontine Glioma (DIPG), a rare and aggressive brain tumor that forms in the brainstem and for which there is no surgical cure and limited treatment options; and

WHEREAS, Sydney faced this diagnosis with courage and grace beyond her years, becoming a source of inspiration to her family, friends, and community; and

WHEREAS, Sydney was deeply loved by her parents, Pamela and Sidney Hampton, and by her little brother, Emerson Hampton, who will forever carry her light in his heart; and

WHEREAS, inspired by her daughter's strength, Pamela Hampton chose to dedicate her life to serving other families facing similar journeys, becoming a pediatric oncology nurse at the Children's Hospital of Richmond, a true reflection of Sydney's enduring impact; and

WHEREAS, during the month of September 2025, the City of Petersburg promoted Childhood Cancer Awareness Month by encouraging its employees to "GO GOLD for Childhood Cancer," culminating in a citywide day of recognition on September 26, 2025; and

WHEREAS, though Sydney's life was heartbreakingly brief, her legacy lives on through the advocacy, love, and remembrance carried forward by her family and community—reminding the world of the urgent need for research, support, and compassion for families facing childhood cancer; and

NOW, THEREFORE, I, Samuel Parham, Mayor of the City of Petersburg, Virginia, on behalf of the City Council, do hereby recognize and commemorate the City's observance of Childhood Cancer Awareness Month in September 2025, and encourages all citizens to continue honoring the memory of Sydney Hampton and all children impacted by cancer by reaffirming our commitment to raise awareness, foster support, and share hope of a brighter future free from childhood cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Petersburg to be affixed this 7th day of October 2025.

Samuel Parham, Mayor

ATTEST:

Tangi R. Hill, Clerk to the Council

Office of the Mayor

Petersburg



Virginia

Proclamation

RECOGNIZING BREAST CANCER AWARENESS MONTH PRESENTED TO REGINA PARHAM, FEELINGS TO FIGHT FOUNDATION

WHEREAS, breast cancer remains the most common cancer among women in the United States; and

WHEREAS, in the City of Petersburg, an average of 30 to 40 women are diagnosed with breast cancer each year, and the disease claims the lives of approximately 8 to 12 women annually; and

WHEREAS, early detection and treatment save lives, with nearly 92% of women in the United States surviving five years or more after diagnosis when breast cancer is detected early; and

WHEREAS, Ms. Regina Parham, a Petersburg resident, was diagnosed with breast cancer in 2017 and bravely endured months of chemotherapy treatments, later founding the Feelings to Fight Foundation to ensure that “No One Fights Alone” by providing education, advocacy, and resources to patients and families; and

WHEREAS, the City of Petersburg demonstrates its commitment to awareness and support by encouraging its employees to participate in the Pink Power 5K Awareness Walk/Run and Resource Fair on Saturday, October 11, 2025, and engaging its workforce through the Pink Brunch for City employees on Friday, October 24, 2025; and

WHEREAS, National Mammography Day will be observed on Friday, October 17, 2025, serving as a reminder for women to schedule life-saving screenings; and in the United States in 2024 there were an estimated 310,720 new cases of invasive female breast cancer and more than 42,000 deaths; and

WHEREAS, many women have dense breast tissue, which increases cancer risk and complicates detection, making 3D mammography a critical tool, especially for African American women, who face approximately 38% higher mortality rates despite slightly lower incidence; and

WHEREAS, while breast cancer primarily affects women, it is important to recognize that men can also be diagnosed with breast cancer, underscoring the need for awareness among all citizens.

NOW, THEREFORE, I, Samuel Parham, Mayor of the City of Petersburg, on behalf of the City Council, do hereby proclaim **October 2025 as “BREAST CANCER AWARENESS MONTH” and October 17, 2025 as “MAMMOGRAPHY DAY** in the City of Petersburg. I call upon all citizens, as we display pink ribbons, or wear pink clothing to raise awareness, we recognize survivors, those currently battling the disease, and friends and families of a diagnosed patient; remember those we have lost; support organizations such as the Feelings to Fight Foundation; applaud the efforts of our medical professionals and researchers working on finding a cure; and commit to raising awareness and promoting early detection practices — including 3D mammography for women with dense breast tissue and vigilance for men at risk.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Petersburg to be affixed this 7th day of October 2025.

Samuel Parham, Mayor

ATTEST:

Tangi R. Hill, Clerk to the Council

Office of the Mayor

Petersburg



Virginia

Proclamation

RECOGNIZING DOMESTIC VIOLENCE AWARENESS MONTH PRESENTED TO THE JAMES HOUSE

WHEREAS, domestic violence is widespread and affects millions of Americans each year, impacting individuals, families, and communities across every race, culture, and socioeconomic background; and

WHEREAS, family and intimate partner homicides continue to represent over one third of all homicides in the Commonwealth of Virginia, and without intervention, cycles of violence can perpetuate through generations. It is a fact that children who grow up in violent homes are abused and neglected at a rate higher than the national average; and

WHEREAS, in 2024, more than 79,000 survivors across Virginia received help from hotline advocates, and over 6,200 individuals — including adults and children — were provided with nearly 231,000 nights of emergency shelter due to domestic violence. Across the Commonwealth in 2024, judges and magistrates issued more than 57,000 emergency protective orders to protect the immediate health and safety of survivors and their families; and

WHEREAS, domestic violence takes many forms beyond physical, including emotional, verbal, sexual, financial, and spiritual abuse, each of which can have devastating effects on victims and their families. Domestic Violence Awareness Month provides an opportunity not only to acknowledge the survivors who have found the strength to rebuild their lives, but also to remember and mourn those who tragically lost their lives to domestic violence; and

WHEREAS, this month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for The James House, the accredited, non-profit crisis center that provides cost-free, confidential support, advocacy, shelter, and education for people in Petersburg and the Tri-Cities region affected by domestic violence.

NOW, THEREFORE, I, Samuel Parham, Mayor of the City of Petersburg, by virtue of the authority vested in me, do hereby proclaim the month of **October 2025 as Domestic Violence Awareness Month** in the City of Petersburg. I urge all citizens, organizations, and institutions to stand together to support survivors, to educate our community, and to partner with resources such as The James House in the ongoing work to break the cycle of violence. We ask that you boldly wear a purple ribbon or the color purple throughout October, and to join in collective advocacy efforts to bring visibility to this issue.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Petersburg to be affixed this the 7th day of October, 2025.

Handwritten signature of Samuel Parham in black ink.

Mayor

ATTEST:

Handwritten signature of Jange R. Hill in black ink.

Clerk of Council

The special joint meeting of the Petersburg City Council with Petersburg Planning Commission was held on Tuesday, September 2, 2025, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:02 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/354309>

1. ROLL CALL – CITY COUNCIL:

Present:

- 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

Absent:

Present from City Administration:

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

ROLL CALL – PLANNING COMMISSION

Present:

- Marshall Ford, Chair
- Dr. Diane Harley
- Tony McDaniel
- Kristen Katzenbach
- Dr. James Norman
- Fenton Bland

Absent:

- Alvin Cannon, Vice Chair – (Late)
- Aku Reinhardt
- Thomas Hairston – (Late)

Present from City Administration:

- Jared Crews, Interim Director of Planning and Community Development
- Tyler Jackson, Planner I

2. DETERMINATION OF THE PRESENCE OF A QUORUM:

A quorum was present for the City Council and the Planning Commission.

3. OFFICIAL PUBLIC HEARINGS

- a. Public Hearing and Consideration of an Ordinance to Approve a Request by Chris Winslow of Winslow, McCurry, & MacCormac, PLLC, on Behalf of SP-Thirteen Properties, LLC, for a Special Use Permit to Operate an Assisted Living Facility at 36 West Fillmore Street, Parcel ID 022360001, in the R-B Office-Apartment Zoning District

Jared Crews, Interim Director of Planning and Community Development, provided an overview of the item. He explained that 2025-SUP-03 was a special use permit request for an assisted living facility

at 36 West Fillmore Street, located in the R-B Office-Apartment Zoning District. The property was approximately 1.3 acres on the corner of West Fillmore and Harrison Streets. He stated that the applicant's request was to operate an assisted living facility within the existing building on that property. As of 2023, a special use permit was required for an assisted living facility use within the City.

Mr. Crews stated that the Zoning Ordinance defined an assisted living facility as a residential facility where more than eight residents received assistance with activities of daily living or therapeutic care, regardless of whether they were licensed by a governmental agency or not. The Zoning Ordinance also stated that special use permits could be granted if public health, safety, and welfare were not adversely impacted and if safeguards were put in place to protect surrounding properties, persons, and neighborhood values.

Mr. Crews said that he would provide some background information on this specific property. It had been historically used as an assisted living facility through multiple entities over the years. Originally built in the early 1950s as the Petersburg Home for Ladies, the facility operated until September 2022, when the Fillmore Place facility ceased operation after having its license revoked by the Department of Social Services. The applicant, SP-Thirteen Properties LLC, purchased the property in October 2022 and completed renovations on the building over the next couple of years with the intent of reopening the facility as an assisted living facility.

Mr. Crews stated that the Zoning Administrator had previously determined that the assisted living facility use was considered legally nonconforming due to the owner having obtained vested rights during the two-year renovation period. However, this determination was challenged and ultimately overturned by the Board of Zoning Appeals (BZA) in April 2025, which meant that a special use permit was required to reestablish the assisted living facility use.

Mr. Crews stated that the applicant was requesting to operate a facility with between 50 and 60 beds for residents within the existing approximately 22,000 square foot building. The site included an off-street parking area, a central courtyard, and an outdoor terrace. The interior of the facility included resident rooms, a day room, dining and laundry facilities, and office, kitchen, and storage areas for staff.

Mr. Crews stated that the applicant was seeking a new license from the Department of Social Services to operate as an assisted living facility, offering services such as medical oversight, therapeutic programming, management for medication and nutrition, meals, and laundry provided on site. He said that 24-hour staffing and supervision would be provided on site, as stated in the application. The application also included an overview of the property's parking areas, floor plan, courtyard, and terrace area, as well as the surrounding zoning and uses.

Mr. Crews stated that a majority of the parcels surrounding the property were within the R-B Office-Apartment District, while some parcels to the south and east of Harrison Street were in the R-3 and R-5 Zoning Districts, respectively. He noted that Elora Gardens, an age-restricted apartment complex, was directly across the street. When comparing the request to the Comprehensive Plan, a few considerations came into play.

Mr. Crews said that this area was designated as a historic core neighborhood on the Future Land Use Map (FLUM), characterized by its historical development pattern and focus on neighborhood and existing patterns. Senior housing was listed as a primary land use within these areas, along with a mix of other residential uses and community-based uses such as schools, churches, and community centers. He further explained that the principles of development for historic core neighborhood areas included the renovation and reuse of existing structures, diversity amongst housing types and resident types, and the encouragement of community-based uses.

Mr. Crews stated that the application emphasized the focus on older individuals and aging in place, a concept that would become increasingly important as Petersburg's population of older adults continued to grow. Housing options like assisted living facilities could provide seniors with routine medical care and daily support while allowing them to stay within their community.

Mr. Crews stated that in order to ensure the site met the intent of the SUP application, staff proposed the following conditions: the site and facility would be developed and maintained in accordance with the provided site plans and elevations and floor plans; the facility must obtain and maintain the necessary licensure through the Department of Social Services, and failure to maintain active licensure may result in review and possible revocation of the special use permit; qualified staff must be on site 24 hours a day, and repeated, substantiated complaints about adequate staffing and supervision may also lead to review and possible revocation of the permit.

Mr. Crews continued to review the recommended conditions, which included: the permit served as approval for the use of the property as an assisted living facility for the aged and infirmed individuals as described in the application, and any expansion of the scope of services, including using the facility as an outpatient clinic or inpatient medication-assisted treatment, was prohibited; the facility would be limited to a maximum of 60 beds for residents, and any expansion beyond that number would require an amendment to the special use permit; the development shall include amenities for residents, such as outdoor seating areas.

Mr. Crews stated that in addition to the previously mentioned requirements, the on-site dumpsters must be placed within an enclosed enclosure with opaque screening; any new owner or operator of the facility would need to register and certify with the Zoning Administrator, confirming that they were undertaking similar endeavors on the property and that their operation would comply with the approved permit; and finally, this permit may be revoked by the city council or its designated agent if the facility failed to comply with any of the listed conditions or federal, state, or local laws.

Mr. Crews concluded that the proposed use, as described in the application, appeared to align with the Comprehensive Plan and the historic core neighborhood area, given the property's historical use as an assisted living facility and the existing mix of residential use types in the area. He noted that there had been serious issues with the facility that operated in this location in the past, and some neighboring residents continued to express concerns about resident supervision and potential negative community impacts. However, the property owner had made a significant investment in the property's use as an assisted living facility prior to the determination that the use was not legally nonconforming.

Mr. Crews stated that the applicants were now following the recommended process, which involved seeking a special use permit. The property owner was not affiliated with the former Fillmore Place operation that was shut down by the state. To address the concerns of the neighborhood and mitigate potential negative impacts, staff recommended including conditions of approval that prioritized the provision of quality services to residents while also implementing safeguards to address neighborhood concerns.

Mayor Parham asked if the applicant had a presentation.

Chris Winslow, representing SP-Thirteen Properties, stated that this application was for the OneSource Assisted Living Center, a special use permit for a licensed assisted living facility at 36 West Fillmore Street. He noted the need for an assisted living facility in Petersburg and the surrounding area. According to the National Institute of Health (NIH), they could expect 4 million more baby boomers to reach the age of 80 over the next five years. Currently, 16.7% of Petersburg's residents were over the age of 65, and this trend was expected to increase. As they referred to assisted living, he wanted to clarify that it specifically referred to assistance with daily living tasks, medication management, and personal care for elderly individuals.

Mr. Winslow stated that there were limited affordable senior care options available, with 16 in the area and demand increasing. He said that he also wanted to clarify that assisted living facilities were a different level of care than a nursing home, serving as a bridge between independent living and nursing care. The proposed facility would offer 24-hour medical supervision and provide professional oversight to ensure that residents received additional care if needed.

Mr. Winslow stated that they were seeking licensure with the Department of Social Services, which was currently pending. Mental health support was also essential, as social isolation and structured activities could significantly impact residents' well-being. They were incorporating activities such as exercise groups, reminiscing sessions, and community events to promote socialization and reduce depression and anxiety. Their facility would also prioritize enhanced public safety through 24-hour staffing, natural surveillance, key card security, and cameras. This would ensure a consistent level of safety for both residents and the surrounding community, which would be professionally monitored.

Mr. Winslow stated that regarding community stability, they would have professional property management to ensure the property was occupied. He believed their ideal number of residents was between 50 and 60. Since there were no single bedrooms, each room would have at least two occupants. A few rooms were larger and could accommodate three if they reached the 60-resident limit. The economic impact was also crucial to address. This project would create employment opportunities in healthcare, administration, and support roles, as well as professional development opportunities for those with existing jobs.

Mr. Winslow stated that they had already seen some property tax revenue generated from this property. They anticipated that visits from family members would stimulate local commerce. Assisted living was beneficial because it reduced emergency room visits. With medical monitoring in place, they could ensure residents received proper care without sending them to the emergency room; this was a cost-effective approach to healthcare. Staff had discussed aging in place, which was a significant issue. Keeping seniors in their homes, maintaining neighborhood continuity, and adding diverse housing stock were all positive outcomes. This concept was not only beneficial for Petersburg but also for communities nationwide.

Mr. Winslow stated that they foresaw intergenerational program opportunities and community programming, which would involve volunteer engagement and community involvement. Regarding traffic and noise, according to the Institute of Traffic Engineers (ITE) Handbook, a typical bed in an assisted living facility generated 2.6 trips per bed, which was lower than the current zoning for apartments, which was 6.65 trips per unit. The proposed facility would maintain quiet operations and minimize parking demands, as evident in the architecture.

Mr. Winslow noted that the \$1.8 million renovation of the facility had increased the assessed value of surrounding properties. He said that he was happy to share the letter from the City Assessor's Office. They would maintain a neat and well-maintained exterior and interior, with professional landscaping and upkeep. The applicant accepted all the conditions proposed by staff.

Mayor Parham opened the public hearing.

Julian Green, Jr., 1625 Blair Road, Petersburg, stated that he was here at today's special meeting to render his feelings and observations regarding the area where the structure is located. He said that he was a member of the First Baptist Church on Harrison Street, former executive director of the Mary Carter Beacon House, had worked with Sycamore Towers, and the Lafayette House had given him insight into the types of operations that existed in this area. He said that with specific emphasis on the Poplar Lawn Historic District, they had seen, time and time again, that despite efforts to revitalize or rebrand an area, the underlying issues and uses of the property remained unchanged.

Mr. Green said that they had witnessed individuals integrate into the community, and he was sure that Council had seen firsthand how that did not work very well. He said that he would like to conclude

by referencing a quote from Shakespeare, which was that they found in their current times their science and history being challenged. He asked Council to reflect on what their science indicated and what their history indicated in terms of their present conditions. To that avail, he was here because in three particular categories, they came for those in number one, then came for people in number two, and then when they came for number three, there was no one there to help. He stated that this was not the right time nor the right place to establish a business or association in the Poplar Lawn Historic District.

Mark Parson, 13819 Sycamore Village Drive, Midlothian, Virginia, stated that he was a former National Football League (NFL) player for the Houston Texans and New Orleans Saints. He said that he would like to express his strong support for the Fillmore Assisted Living Project in their City. This will be a tremendous asset as it will provide seniors with the high-quality care they deserve, and it will prevent families from having to look outside of the City for these essential services. Most importantly, it will give Petersburg the opportunity to honor and care for its elderly, the very people who built this community with dignity and respect right here at home.

Katrina Parker, 1700 Monticello Street, stated that she was in support of this initiative. She said that she was born and raised here in Petersburg, and she was in support of this initiative because she had had long-standing affiliations with the City. She said that she had worked with many of the populations who would be well served by this initiative. She said that as a housing case manager, she had worked with many of their residents at Sycamore Towers, Carriage House, and other facilities. Personally, she had experienced the limitations of assisted living services in this area.

Ms. Parker said that when her mother and father, both City residents, became ill and needed assisted living services, she wanted to keep them close to home, but unfortunately, there was no availability. She said that given this, she believed this initiative would be a valuable asset to the community, helping their citizens find comfortable and reliable assisted living options. She said that many of the existing facilities were subpar, and the ones she had worked with had not met the needs of her clients. She said that she had confidence that OneSource would bring exceptional services to this community.

Zelda Tucker Dugger, 922 High Pearl Street, stated that the structure that hopefully would be opening was something they desperately needed. She said that it appeared that this community was now attempting to revitalize itself, and she thought this project would be a significant step forward. She said that looking at the former building here, it was there for a long time, and nothing was done. She said that but now, revitalization efforts are underway, and she was grateful that someone had taken the initiative to do provide a quality, affordable assisted living facility. She said that she lived adjacent to a structure that she hoped would be successfully revitalized, and she hoped that Council's support would provide this assisted living facility to the City.

Adrienne Broom, 15012 Enmore Drive, stated that she was here in support of the Fillmore Project, which sought approval to operate an assisted living facility for older adults. She said that as many of the Council Members were aware, their communities were experiencing rapid growth in the number of older adults requiring safe, supportive housing options. Families were searching for high-quality facilities where their loved ones could receive compassionate care close to home. This project directly addressed that need by creating a safe space where older residents, regardless of their economic background, could live with dignity, security, and community connection.

Ms. Broom said that most importantly, it allowed their seniors who built and shaped this community to remain close to family, friends, and familiar surroundings. She said that she understood that neighbors may have concerns about traffic, noise, or the character of the neighborhood. From her experience, OneSource Group consistently demonstrated a commitment to being a good neighbor. She said that she appreciated how this facility was designed to blend seamlessly with the surrounding area, maintaining residential charm, and ensuring that traffic flow and parking were well managed.

Ms. Broom said that in closing, she asked for Council's support in approving this application. She said that this facility represented more than just a business; it was a promise to care for those who once cared for them, strengthening their community and honoring the history of Petersburg by providing peace of mind for families who wanted the very best for their loved ones.

Cherie Parson, 9120 Cardiff Road, stated that she was glad to stand in support of SP-Thirteen Properties by way of OneSource Community Services. A former member recently spoke about revitalization, and she said she could not agree more; that was exactly what this was. She did not have personal knowledge of events prior to 2022, but they had all seen the news articles and the impact it had on their City and the facility residents. They had heard those stories many times since then. However, they were here today to focus on revitalization. There was a need, and she would like to highlight the exceptional facility that OneSource had to offer. With a great heart and compassion, they aimed to serve their community.

Ms. Parson said that when considering their elderly, she wanted to be able to care for her loved ones herself, so she could keep a close eye on them. OneSource stood for transparency and going above and beyond, as demonstrated by their commitment to the well-being of people. She had witnessed this firsthand through their work with organizations like OneSource, particularly with SP-Thirteen Properties and companies owned by OneSource. This was an incredible opportunity to revitalize a part of Petersburg and serve the needs of their citizens.

Calvin Duncan, 1300 Baltney Lane, stated that he was in support of OneSource. He strongly believed that it was crucial for them to continue developing and supporting their seniors. He said that they needed a place to call their own, a safe haven where they could heal, find happiness, and have hope. He was impressed with the facility, which he believed was of the highest quality.

Mr. Duncan said that to enhance Petersburg, they must recognize that sometimes they needed to introduce new things to achieve new results. He said that he appreciated Council taking the time to hear his thoughts. As a preacher, he could have spoken at length, but he would conclude here. He stated that he believed it was essential that they consider implementing this facility in Petersburg that could provide their seniors with a sense of hope, happiness, and healing.

Lisa Ferguson, 6331 Harborside Drive, Midlothian, Virginia, said that she was absolutely in support of opening OneSource Assisted Living. She said that she had worked for Mr. Parson for 16 years, and she had always known him to be of excellent moral character. He said that he genuinely cared about the facilities they had and the residents they served.

Ashley Panar, 1025 Baylors Lane, said that she was here in support of OneSource. She said that she was currently an employee of OneSource, having been employed with them for approximately eight years. She said that previously, she worked at Tri-City Garden Villa, formerly known as Fillmore Place. She said that she would like to speak about the difference in services provided by Mr. Parson. She said that in her current role as a residential supervisor, she was responsible for ensuring that their staff properly cared for their clients, including medication management, safety, and other essential aspects.

Ms. Panar said that with her past experience in this field, and as a native of Petersburg, she understood the importance of quality services and assuaging the concerns of neighbors of the past Fillmore Place. She said that she believed that the services provided by Mr. Parson met were above par, and she was confident in his ability to address any concerns that may arise.

Ting-Yi Oei, 116 Liberty Street, Petersburg, stated that he had three major concerns that he would like to address. First, he wanted to emphasize the importance of adhering to proper process and procedures. According to Virginia Code, any proposal must provide reasonable consideration to the existing Comprehensive Plan. However, there was no reference to the comprehensive plan adopted

in May 2024 that addressed the type of assisted living facility being proposed, which was specifically different from senior housing.

Mr. Oei said that he wished to offer some information from the Comprehensive Plan as reasonable consideration. He said that the Comprehensive Plan stated that when a development or rezoning application was submitted, the City Council and Planning Commission must ensure that the application met ordinance standards and contributed to the implementation of the Comprehensive Plan.

Mr. Oei said that specifically, from page 67 of the document, blight abatement in historic districts, it stated that preserving historic districts "paved the way for infill that is complementary to the surrounding neighborhood and is compatible with existing neighborhood character." The City should establish a data-driven real estate database to include property records, maps, and code violations to support code enforcement and policy development efforts. Ultimately, further study will be necessary to develop a comprehensive blight abatement strategy. This should be a short-term high priority."

Mr. Oei said that additionally, he was concerned about ongoing issues of compliance with City codes. The new owners did not have experience in this specific field of assisted living, and they were painfully aware that code compliance was overwhelmed in efforts to enforce existing violations, particularly those related to R-3 housing. In previous hearings, it was determined that proper procedures were not followed by the applicant, specifically with regard to the expiration of the special use permit application deadline. Secondly, he was concerned about the overall health of the City. They currently ranked 133rd out of 133 Counties and Cities in the Commonwealth in overall health.

Mr. Oei said that given their current capacity to meet community demands, adding another facility without ensuring adequate resources or monitoring was irresponsible. They had a dire shortage of primary care physicians and specialists in geriatric care that were not addressed in the owner's application. He was skeptical about the owner's assurances regarding the responsible operation of this facility. He also firmly believed that the City's position should be to maintain the integrity of what a residential R-3 community should be. They have seen a revival in residential housing in their area, with dramatic improvements in the last few years. They wanted to encourage this development and make it of continued interest for homebuyers and builders to restore and construct homes in their residential area.

Diane Curling, 116 Liberty Street, stated that she thought they were taking a slightly off-track approach to the discussion tonight. She said that they were not solely discussing whether they needed more assisted living or housing for the elderly. While she was in support of housing for the elderly, she believed it was essential to consider where such facilities should be located and how it should be done. Currently, they already have significant traffic on Harrison Street, Liberty Street, and Fillmore. She did not think this one-block area of Fillmore Place could handle the added traffic from staff, residents, and their families.

Ms. Curling said that another concern was that this was a historic district, and she believed the original building here, constructed in 1936, had been a beautiful 90-year-old red brick structure. Unfortunately, OneSource had made significant changes, including painting the building an ugly prison gray color, replacing the original wood windows with vinyl windows, and removing the original slate roof without replacing it with an inappropriate alternative. She stated that this was a historic district where an organization had been given the opportunity to restore a historic building with their resources but instead had blatantly disregarded the historic district requirements. She emphasized that any other property owner in a historic district would not be allowed to make such poor-quality renovations to a historic structure. She asked Council to consider that this organization may do well with an assisted living facility, but not in this historic district that already had traffic issues. The organization had already been given too much leeway for this to be in a historic district.

Malcolm Schweizer, 18 East Fillmore Street, stated that he also owned a business here in Petersburg, which he relocated to this City from the Virgin Islands approximately four years ago. He had become a steadfast member of their community since his move. When he established his business here, he researched properties to determine the best location and found there was a variety of zoning districts. He inquired if there were any ways to amend or change the zoning designation. He was told that the zoning regulations must be adhered to, and there were no exceptions. It appeared that they were backtracking on this part of the Zoning Ordinance.

Mr. Schweizer stated that he had purchased a historic home on Fillmore Street, as he was very interested in history and had served on a Historic Trust in his previous community. He said that he knew that the subject property's building had not been restored according to the Petersburg historic preservation guidelines. He said that he had a note posted on his own home, stating that any changes to the property must be approved by the historical guidelines, which included specific color restrictions. Unfortunately, the building was not constructed in accordance with these guidelines, as evidenced by the different color and non-wooden windows.

Mr. Schweizer said that it had previously been stated that the place that was in this location before OneSource was a different entity, but he would like to reiterate that it was the same type of facility. In a previous meeting, it was stated that this would be an assisted living facility focused on the elderly; however, he was intrigued that the applicant had highlighted mental health as a focus for this facility. This was not what was originally stated, so he was concerned that the applicant may change the purpose of this facility when it was operational. He stated that he believed this facility would bring down property values, which had happened with the previous assisted living facility.

Michelle Murrills, 131 South Market Street, stated that the building in question was originally the first Petersburg Home for Ladies, a legacy that carries a certain cache and sets a standard for all assisted living facilities. She said that it was hard to believe that someone who had navigated so many underhanded deals would now adhere to the City's rules and regulations that had been historically upheld. This was not just about one building; it was about a flawed process that pits the Planning Commission against City Council, forcing them to capitulate personal interests.

Ms. Murrills stated that many citizens had inquired about this property for the past three years, at least once a month. They were repeatedly told that nothing was happening, with no permits requested, no plans submitted, and no movement within any City department. They did not just ask the Planning Department; they asked the former director, Ms. Siodmok, the Planning Manager, Mr. Crews, their City Council Members, Chief Reed, Max Gorman, and the answer was always the same: routine maintenance.

Ms. Murrills stated that at a public meeting in February 2025, it was revealed that a Certificate of Occupancy had already been signed on December 5, 2024. It was puzzling that for months they were told nothing was happening, yet approvals were quietly pushed through behind closed doors. She asked why those who live, work, and pay taxes here were expected to follow every law, rule, and regulation, while outside investors seem to operate above them?

Ms. Murrills stated that this double standard was not only unfair but also unacceptable. Municipalities across the country routinely enact zoning ordinances that restrict certain residential developments to seniors, often setting minimum age limits, such as 55 and older, to meet the specialized housing needs of aging populations. If the applicant intended to market this facility as a place for aging in place, then they should have no objection to reasonable age restrictions; in fact, they should welcome them. There was already a 55-plus apartment community directly across the street, which would align perfectly with the character and needs of the neighborhood.

Ms. Murrills stated that what was truly alarming was the rumor that if this proposal passes, there would be no inspections, no oversight, because City Council allegedly planned to exempt this business from routine checks; that was unacceptable. She asked who among Council would willingly

place their loved ones in a facility that had been granted a free pass from oversight, where no one would be checking to ensure their safety, dignity, or well-being?

Ms. Murrills stated that this was the beginning of a new Petersburg. They would not allow out-of-town investors to treat their City like a playground for privilege and disregard their laws, rules, and regulations; that was the old Petersburg. Of those who live and work there, who must follow the rules, then so must everyone else. This was about more than one building; it was about fairness, accountability, and the future of their City.

Dr. Pam Struss, 1571 Mount Vernon Street, said that she was also the Executive Director of the Greater Richmond Community Mediation Center. She said that conflicts such as the one being faced tonight were quite common, and Cities often struggled with balancing competing interests. In this case, citizens were deeply concerned about their safety, property values, and related issues, while on the other hand, a business was seeking to provide services for seniors, which, in general, would not be a problem. However, she believed that a significant component of the issue lay in the mental health aspect.

Dr. Struss stated that severe mental health conditions may cause people to be abusive and violent, making it challenging to maintain control on an open campus, and they could pose a threat to the surrounding neighborhood. She expressed concern that these groups had not come together to discuss potential solutions that could benefit everyone. She asked if it was too late to do so now, ensuring that all parties received what they wanted while being protected. The lack of oversight was a significant concern, and it must be addressed. She hoped that when the vote was taken, consideration would be given to all perspectives and that the citizens who currently resided there would be protected.

Dale Mullen stated that he served as legal counsel for Ravenscroft Ventures, Historic Poplar Lawn Association, and a group of citizens who lived near 36 West Fillmore Street. As a veteran of local government and land use issues in Virginia, he was asked to express his clients' opposition to this project. They opposed it as inconsistent with the Comprehensive Plan, the general characteristics of the district and the neighborhood, and as not meeting health, safety, and welfare concerns.

Mr. Mullen said that he was also asked to acknowledge that the applicant's assertion that this proposed was as an opportunity for residents to age and avoid premature nursing home placement, and to continue a historic use that once operated as the Petersburg Home for Ladies, and later as a nursing home run by local doctors. He emphasized that nursing homes were a type of assisted living facility, and this proposed use would not be a nursing home. The applicant's special use permit and staff's memorandum create the impression that this is, in fact, a nursing home, but this impression was an illusion.

Mr. Mullen stated that a statement made in this public meeting was not binding on the applicant or future applicants unless it appeared in the special use permit. They could all agree that quality residential options for older adults were necessary and, sadly, lacking. Nationwide, it was crucial for them to help and support their seniors. However, the special use permit conditions did not provide for the protection of older adults, aging in place, or age-dependent housing. These were lofty goals with big promises that were not supported by enforceable special use permit conditions.

Mr. Mullen stated that there was no protection for the 5,572 seniors needing housing. He stated that there was no condition that addresses the legal framework for the story told tonight. Every condition drafted by staff and every licensing requirement cited by the applicant referred exclusively to a generic assisted living facility, licensed by the Virginia Department of Social Services (DSS). They had made it clear: assisted living facilities are not nursing homes.

Mr. Mullen stated that under Virginia law, a nursing home was defined as a facility whose primary function was the continuous provision of nursing and health-related services. If they intend to operate

a nursing home, they must apply for a nursing home license and submit the necessary application. The SUP currently before the City Council and Planning Commission was inconsistent with the promises made. There was no Virginia Department of Health licensing mandate, no requirement for skilled nursing staff, and no operating conditions that would apply to a nursing home.

Mr. Mullen stated that in summary, while the narrative presented to the public evoked a traditional nursing care setting for their elders, a noble goal, the legal instrument being asked to approve governs a different type of care. Unless and until the application and its conditions were amended to match the depiction advanced by the applicant, the SUP should be denied. Anything less misled the public, detracted from the stated goal of providing for the senior citizens of this community, and left the City of Petersburg without enforceable safeguards for its citizens that were equal to the use the applicant promoted.

Mr. Mullen stated that this application was not a plan for a nursing home; these were not conditions for the aged and infirmed. This was a plan for any possible use that could qualify, broadly put, as assisted living, and in the words of their own City code, whether licensed or not. It was not a difficult thing to craft special use permit conditions that addressed exactly what the speakers had asked for and what everyone wanted. He encouraged the Planning Commission and City Council to take the time to do that for the aged and infirmed, the senior citizens, and every single citizen, visitor, and worker in the City of Petersburg.

Conway Boyce, 215 South Jefferson Street, Petersburg, said that he believed it was unfortunate that they were at a crossroads where an organization appeared to want to provide a quality service for seniors, but it was evident that residents in Petersburg had not been adequately involved as stakeholders in the planning process. It was clear that a significant investment had been made in the Comprehensive Plan for Petersburg, with many stakeholders present to create it. However, there did not appear to be any reference to whether the Comprehensive Plan was meeting the needs of the community.

Mr. Boyce suggested that the Council re-examine the assessment process to ensure that the plan meets the needs of both the City of Petersburg and its stakeholders. He said that it was essential that the Council took the needs of the community seriously and provided a means for stakeholders to have a voice and ensure that their interests were represented. He strongly suggested that the Council do not take this lightly and revisit the assessment process to ensure that the community's needs were being met through the goals of the Comprehensive Plan.

Ken Pritchett, 113 Overbrook Road, stated that the two previous speakers had effectively summarized the main points. It was clear that they needed this type of facility, particularly for their elderly citizens, including himself. He believed it was essential that they focus on getting it right. He believed that Council had heard a lot of valuable information from various sources tonight. Rather than reiterating what had already been discussed, he would like to emphasize three key points: first, they needed this facility; second, they must do it correctly; and third, they should send it back to make sure it was done right.

Lawrence Ellis Williams stated that he was the architect on the project and was familiar with the history and timeline. He emphasized that Mr. Parsons successfully renovated the building in a timely manner. He said that the applicant had to work within the existing building code, which required maintenance and repair of existing conditions, so they did that. He said that the second issue that arose was the time frame they took to complete the building. Mr. Parson worked with excellent subcontractors and completed the project on schedule. He said that he met the two-year timeline.

Mr. Williams said that in fact, he received input from the building commissioner, who worked with them on a monthly basis. When there were delays, they were largely due to unforeseen conditions, such as working with the new Fire Marshal and the new building inspectors. He stated that additionally the Fire Department had to destroy part of the building, and they needed to redo the sprinkler system.

He stated that some of the delays were a natural result of this process, and they resulted from both the applicant and the City.

Mr. Williams said that he had previously worked with the City on the USO banquet facility, located about two blocks away from this project. He emphasized this because when one mentioned something as being a historic neighborhood, they now recognized that they should be diverse and inclusive of various ethnic groups. This neighborhood already exhibited this diversity, and he believed it was crucial that they respect this in their application. As an architect, he believed in diverse neighborhoods with a mix of ethnic groups and related facilities.

Mr. Williams stated that the parcels surrounding this building were primarily vacant, with only one or two historic houses in the area. The people who purchased these houses were aware of the neighborhood's existing structure. When it came to adjacent properties, the only development that would occur was a mixed-use project, which would be compatible with the nursing home. He said that the nursing home was consistent with the comprehensive plan.

Mr. Williams said that they had conducted their due diligence to ensure that they were a good planning fit for this area. He reiterated that this was not a deeply historic, specific location with several historic houses adjacent to it. Rather, it was a mixed-use development, which was what some developers wanted to achieve. This was compatible with the Comprehensive Plan, and he encouraged them to recognize that they needed to move this project forward. Mr. Parson had invested \$1.8 million in the building, and they could not stop a person who had done so much work in good faith with the City.

Richard Murphy, 221 South Jefferson Street, stated that he lived just a few blocks from the proposed facility. He said that he would like to address a couple of the concerns that were raised earlier today. He said that primarily, he was concerned about the lack of transparency throughout the application and zoning process. The exemption process had been applied inconsistently to different individuals, and there had been a significant change in the project's purpose, from a drug rehab center to an assisted living facility, without adequate explanation.

Mr. Murphy said that as the attorney had pointed out, there was nothing really stopping the use from changing back to a drug rehab facility or something else. He said that his concern was that the lack of transparency had led to a lack of confidence in the process. He said that they had heard that the applicant spent \$1.8 million on this building, but he should not have spent that money because it was clear the property was not zoned for this use. They should have gone through the zoning process first, and it was not the citizens' responsibility to ensure the applicant's investment was sound.

Mr. Murphy said that he was troubled by the City Attorney's decision to perform legal gymnastics and reversing City zoning administration to justify legal exemptions for outside investor dollars. He said that this lack of transparency and accountability eroded the trust that citizens had in the process. He strongly concurred with others who had suggested that they should go back and do this the right way, with transparency to the citizens who would be affected by this project. This meant that the proper exemptions should be clearly outlined, and the facility's purpose should be subject to enforcement, and staffing should also be adequate to meet the needs of the facility, and that the permit aligned with the Planning Commission's intentions.

Sharon Johnson, 619 Sutton Street, stated that as with any project, there were pros and cons. She had heard a lot of concerns from people here tonight. She said that they should focus on working out the issues with this application so that they could serve the people who would benefit from this proposed facility. She believed that the seniors of Petersburg needed this type of facility, and she supported the application for that reason. She noted that if the facility did not serve the people of the City, the people could choose not to participate. She hoped that this facility would in fact serve people of the community and build a better sense of community. She said that if the negative aspects could be mitigated, then they should do that and focus on the positive aspects that this assisted living facility

would bring. She stated that they should do the best they could for the people who needed a facility such as this in Petersburg.

Andy Dernan, 14 Marshall Street, stated that he had no issue with an assisted living facility, as he believed it could provide a safe and caring environment for seniors. He said that his own grandmother had required such care, and he could attest to the difficulties in finding a suitable facility. What he found incomprehensible was that the insinuation that the proposed facility may not be subject to regular inspections or accountability. The previous facility in this area had been deplorable, with residents left to sit in the yard, catatonic and without proper care. He said that he was appalled by the conditions, especially in a residential area.

Mr. Dernan reiterated that he had no problem with assisted living, but they must ensure that this facility met standards and provided a safe and dignified environment for its residents. He urged Council to hold the facility accountable and approve it only if it met the necessary criteria.

Bob Rogers, 207 Marshall Street, stated that he lived in the Poplar Lawn Historic District. He strongly opposed the special use permit for this facility. He said that a key factor here was the concept of trust. Unfortunately, many residents in the Poplar Lawn Association and neighborhood had lost trust, largely due to concerns about the City's handling of elderly care facilities, particularly group homes. He said that the City's track record on this issue had been concerning, with an excessive number of both legal and illegal group homes operating in Petersburg.

Mr. Rogers said that as a result, many people had lost confidence in the City's ability to manage these facilities effectively. He said that in his opinion, this facility was not suitable for the historic aspects of Poplar Lawn. Furthermore, the City's past experiences with the Fillmore facility, as mentioned by Mr. Dernan, raised serious doubts about the potential consequences of this project. He urged the Council to deny the special use permit. He stated that he had lived in Petersburg for six years, but due to the ongoing, widespread shenanigans in the City, he had listed his home for sale, and his family would soon be leaving Petersburg.

Joel Erb, 414 Harrison Street, stated that he lived directly across the street from the facility and had lived across from Fillmore Place when it operated out of this building. He said that he worked with the state to have it closed due to the state's inability to effectively address the issues, including reports of individuals being intoxicated on his property. While the applicant was requesting a special use permit, the only other operations they handled related to substance use. He noted that the City had all of the supporting documentation in that regard.

Mr. Erb said that he would be completely satisfied to have a senior living facility as his neighbor across the street, but he could not approve of anything similar to what had been there before. He spent two years trying to get Fillmore Place shut down, and to have the same type of facility be its replacement was unacceptable. He said that the architect for the project had downplayed the historic significance of the area, and he would like to correct that. He said that just down the street from this facility was a safehouse at which Martin Luther King, Jr. had stayed at, and one of the oldest African American Baptist Churches in the country was one block away.

Mr. Erb stated that he loved this area, and he was committed to preserving the beauty of the neighborhood. He said that he could not understand how this type of proposal had gotten to this point, other than the obvious motivator of money. He said that after discussion with someone who knew Mr. Parson two years ago, he was convinced that his facilities should not be located in this area. He said that as a resident, investor, and concerned citizen, he could not support the special use permit application and was disappointed at the position the City had put him in.

Kay Freeman stated that she and her husband owned two properties in Poplar Lawn: 221 South Sycamore Street and 225 South Sycamore Street. They had owned these properties for over 32 years. One thing about longevity was that they could see everything come and go. In the last five to

ten years, she has seen revitalization in the historic Poplar Lawn area. She said that new people have moved in, with lots of energy created in the neighborhood. With houses being restored, properties being spiffed up, and a real energy going on that she had seen there in many years.

Ms. Freeman said that therefore, it was very defeating to the people who had spent a lot of money restoring properties in that neighborhood, including the significant amount of money spent on cleaning, policing, and maintaining the neighborhood. This added up to a substantial amount, although she did not know if it added up to Mr. Parson's \$1.8 million. As a property owner, they spent a lot of money on them. She said that regarding traffic, there was no way to avoid South Sycamore Street if one was trying to get to this facility unless they wanted to detour all around the City of Petersburg.

Ms. Freeman said that she believed that as taxpayers, they had stood behind the City of Petersburg in that neighborhood, where many senior citizens currently resided. They had not fled the City during its bad times; they had been there for the good and the bad. She requested that Council consider the concerns of the Historic Poplar Lawn Association and to deny the application.

Crystal Brown, 733 Confederate Avenue, said that what she had heard repeatedly this evening was a lack of transparency and issues with the zoning process. She said that it appeared that the zoning had not been cleared before this company had invested heavily in the property. She said that if that was true, it left them at a crossroads. Moving forward, she would strongly encourage the Council to follow the rules and regulations as outlined, ensuring that potential businesses could have confidence in the City's business practices. She said that as a lifelong resident of this City, born and raised here, she had a deep love for it. She said that she hoped that they could move forward with transparency, with all due respect. She said that it was essential that they adhere to their guidelines to avoid similar mishaps in the future if that was indeed the case.

Mayor Parham closed the public hearing. He asked if Mr. Winslow would like to address some of the concerns raised by the public.

Mr. Winslow said that he would like to clarify a few points regarding the renovation of this building. He said that Mr. Parson, seated next to him this evening, had worked closely with every department in the City to renovate this building. He said that he had been informed early on by the previous Zoning Administrator that he had a vested right to use this building for assisted living purposes and had begun investing in the project. He said that despite some setbacks, including a flood, he had renovated the facility in accordance with the City's code.

Mr. Winslow stated that another point that had been mentioned earlier was that this facility would not be inspected, or that the City did not have the assurances that they would provide the services he had previously discussed. He said that this was not accurate. He said that the Code of Virginia clearly outlined the regulations for assisted living facilities, including staffing, security, education and training, and uniform assessment instruments. He said that for example, Section 63.2 of the Code of Virginia listed specific requirements for licensed facilities.

Mr. Winslow said that in staff's recommendation, they had stipulated that the facility shall obtain and maintain licensure through the Virginia Department of Social Services, to operate an assisted living facility. He said that he wanted to emphasize that they were committed to following these regulations and obtaining and maintaining licensure. He said that they could not do business without the licensure, and they must maintain it in order to continue operations over time. He said that the City did not have to adopt all of the sections of the Code of Virginia at a local level because they were already subject to state code; it did not need to be restated in order for it to apply.

Mr. Winslow said that he also wanted to bring up a few additional points. He said that in addition to the \$1.8 million investment in the building, the architect, Mr. Williams, had discussed the renovation plan with staff early on and had submitted a plan that had accommodated over 60 residents. He said

that these residents were primarily from the local area and were citizens of the City of Petersburg. He said that he also wanted to note that there was a current lawsuit involving Mr. Mullen, who represented a member of the Planning Commission and the Poplar Lawn Historic Association. He said that he believed it was essential for the Council to be aware of this information before voting.

Mr. Winslow said that he also wanted to pass along a letter from the City Assessor's Office regarding the increase in tax value that had occurred since the completion of the renovations on this property. He said that the claim that property values would decrease was not supported by evidence, as they already knew they had increased, and in fact, they had risen at a greater rate than the rest of the City of Petersburg. He said that he was open to answering any questions from the council or staff regarding this matter.

Mayor Parham thanked Mr. Winslow for his response. He asked if the Planning Commission would like to share any comments on this item.

Kirsten Katzenbach, Planning Commissioner, read her statement of conflict of interest into the record. She stated that as a duly appointed Planning Commissioner of the state of Virginia and of the City of Petersburg, hereby stated the following for inclusion in the record of the joint public hearing scheduled for 5:00 p.m. today, September 2, 2025, concerning special use permit application number 25-SUP-03, known as 36 West Fillmore Street. Firstly, she disclosed that she owned real property located at 301 South Jefferson Street and was a member and supporter of the Historic Poplar Lawn Association.

Ms. Katzenbach stated that secondly, the matter before the Commission involved land use action that may affect real property generally, including her property; however, her interest was shared with at least three other persons who were similarly situated, and her personal interest was the same as that of other members of the affected group. Thirdly, due to her interest, which was not unique, and because she would be able to participate fairly, objectively, and in the public interest, she believed she was permitted to participate in the consideration of the Special Use Permit under the Virginia State and Local Government Conflicts of Interest Act. Fourthly, she hereby declared this disclosure on this second day of September 2025 and requested that it be entered into the minutes of this meeting and filed with the Clerk.

The Mayor asked City Attorney to respond to Ms. Katzenbach's representations regarding her ability to participate in light of her disclosure

Anthony Williams, City Attorney, stated that there was an exclusion under Section 2.231.12 of the Code of Virginia, which roughly mirrored what Ms. Katzenbach was referring to. However, he would like to note that Ms. Katzenbach was specifically identified as a petitioner in the lawsuit that this case was based on. She was a named participant in that lawsuit and had proffered testimony to the BZA, indicating that her property was uniquely impacted by the proposed development, which in his opinion could cause her to run afoul of Section 2.231.12. However, the main concern, however, would not be the Conflict of Interest Act, but rather the City's Code of Ethics for employees, as identified under Section 2.5 of the City Code.

City Attorney Williams stated that this section applied to not only members of Council and employees but also to members of Boards and Commissions, requiring them to be impartial and responsible in the fulfillment of their duties. It also prohibited City officials and employees from participating in transactions that created a conflict between their private interests or may impair their independence of judgment in the accomplishment of their official duties. As someone on the other side of a lawsuit with respect to this issue, he proffered that if Ms. Katzenbach chose to participate, she would be violating this provision of the Code of Ethics.

Ms. Katzenbach said that she would also like to comment on Virginia Code 2.23115, which enabled her participation in this process. She said that she encouraged the City Attorney to further look into this statute. She said that she would like Mr. Mullen to weigh in on the matter.

Vice Mayor Hill said that he was unsure if it was appropriate for Mr. Mullen to give legal advice as part of this process. He said that Council and the Planning Commission would be taking the City Attorney's advice in that regard.

City Attorney Williams stated that he had already stated his perspective on the state and City laws on this matter, and his view was that if Ms. Katzenbach chose to participate, it was at her own legal peril.

Council Member Cuthbert stated that he would like to hear what Mr. Mullen had to say.

Mayor Parham said that he did not think it was appropriate as part of this public hearing.

Council Member Jones stated that legal opinions on conflicts of interest could be discussed at another time. He believed it would be prudent for Council and the Planning Commission to continue with reviewing this special use permit.

Council Member Cuthbert read his statement of conflict of interest into the record. He stated that as a duly elected member of the City Council of the City of Petersburg, hereby stated the following for inclusion in the record of the joint public hearing scheduled for 5:00 p.m. on September 2, 2025, concerning Special Use Permit Application 25-SUP-03, dealing with 36 West Fillmore Street, Petersburg, Virginia. He said that first, he disclosed that his home, located at 405 South Sycamore Street, Petersburg, Virginia, was situated approximately half a block from the proposed facility.

Council Member Cuthbert stated that he was a current or past member and supporter of the Historic Poplar Lawn Association. He said secondly, the application for Special Use Permit involved land use actions that may affect real property and generally, including his home. He said that his interest was shared by at least three other individuals who were similarly situated, and his personal interest was equivalent to that of other members of the affected group.

Council Member Cuthbert said that thirdly, since his interest was not unique and he would be able to participate fairly, objectively, and in the public interest, he was permitted to participate in the consideration of this application for a special use permit under the Virginia State and Local Government Conflict of Interest Act. He made this disclosure on September 2, 2025, and requested that it be entered in the minutes of this Council meeting and filed with the Clerk of Council. He stated that additionally, he had served as the registered agent on a pro bono basis, without compensation, and also fulfilled the responsibility of receiving and forwarding the annual report of the Historic Poplar Lawn Association to the State Corporation Commission. He said that he did not consider this to be a conflict of interest.

City Attorney Williams stated that he did not necessarily believe that Council Member Cuthbert had a conflict of interest in this case. He had disclosed all of his potential conflicts, and it was worth noting that the SCC records reflected that he had been the registered agent for at least 25 years for that organization.

Vice Mayor Hill asked if Mr. Crews knew how many assisted living facilities currently operate in Petersburg and how many people resided in assisted living facilities.

Mr. Crews replied that he did not know the exact number. He clarified that assisted living facilities were a distinct use from group homes.

Vice Mayor Hill asked if the Department of Social Services considered this type of facility as an identified need for the City.

William D'Aiuto, Director of Social Services, clarified that their local department did not get involved in the licensing of these facilities, and they would only be involved if they received reports of abuse.

He was unsure of the need aspect, but he personally could attest that his department regularly worked with elderly and disabled people in need of housing.

Vice Mayor Hill asked staff if their opinion was that this proposal was the best use for this piece of property, especially considering another senior living facility was directly across from this building.

Mr. Crews stated that in terms of making use of the existing facility on the site, he believed an assisted living facility for senior residents would be one of the more appropriate uses. There would be a relatively low impact in terms of traffic generation, noise, and public health. He said that the Comprehensive Plan identified a need for additional senior housing, and he did not see any negative impacts associated with another similar use being located across the street. Furthermore, the assisted living facility was not technically an age-restricted facility, so there were some differences between this and the neighboring building.

Vice Mayor Hill asked what the staffing would be for this facility.

Mr. Winslow replied that registered nurses and licensed nurse practitioners would be on staff 24/7, per state code requirements. He noted that this was included in one of the conditions that the applicant had agreed to with the SUP.

Vice Mayor Hill expressed concern that there had been a history of transiency and poor supervision of at-risk individuals in the City, so he wanted to reiterate that supervision was essential in order to keep a sense of accountability and responsibility for people who needed help. He noted that Council's responsibility was to the current residents of the City, not the people who they may be hoping to bring in as future residents. He said that finally, he wanted to ask if this facility would be a nursing home, mental health facility, or a senior citizen community.

Mr. Winslow clarified that it was just an assisted living facility.

Stephen Parson, OneSource, stated that their facility had rigorous rules in place to ensure that they upheld the standards of the community and respected their residents. They were dedicated to upholding the state and local code requirements as well as their own internal regulations. He hoped that they could partner with the Historic Poplar Lawn Association in order to be the best neighbor possible.

Vice Mayor Hill clarified that this facility would be required to follow all rules associated with inspections and City regulations; he did not know where the rumor of exemptions to that rule had originated. He said that he also wanted to mention that Council had seen this situation happen many times where someone spent a lot of money to renovate a property for a specific use, whether it was zoned for that or not, and with many different circumstances. He stated that Council may still have to deny some applications based on the specific conditions of each land use matter.

Council Member Cuthbert expressed concern regarding a document provided to Council had included language that all of OneSource's facilities were classified as substance abuse facilities only. The document then detailed instances of noncompliance and lack of reporting and remediation in many cases and sometimes led to worsening of situations that had to be referred to other agencies.

City Attorney Williams clarified that the document referred to by Council Member Cuthbert had been handed to Council before this meeting and had no identification of the source of the information.

Mr. Winslow stated that he had not seen the document before; however, he would posit that it had no relevance to this proposed special use permit.

Council Member Cuthbert expressed concern that it would be unwise for Council to support establishment of a facility where the owner and operator had a record of noncompliance. He said that

the applicant's message of caring for their loved ones and aging in place was in great contrast to the allegations he just read in this document. He needed to have a deeper understanding of what was going on before moving forward with this SUP. He asked Mr. Crews on what date his office received the special use permit.

Mr. Crews stated that he did not have the date in front of him, but it was included in the staff report provided to Council.

Council Member Cuthbert asked if staff recommended approval of the SUP.

Mr. Crews confirmed that staff felt the recommended conditions would mitigate any potential negative impacts from this development and ensure compliance with City and state laws, and because the applicant had agreed to those conditions, staff recommended approval of the SUP with those conditions.

Council Member Cuthbert asked when staff decided to recommend approval.

Mr. Crews said that today was when he learned the applicant would be accepting all of the proposed conditions.

Council Member Cuthbert asked if it was correct that the recipient of the SUP could transfer the SUP to a different party.

Mr. Crews confirmed that was correct; however, there was a condition that they must file that with the Zoning Administrator so the change of ownership would be on record with the City.

Council Member Cuthbert asked if staff was aware that this facility could potentially accept only residents with behavioral issues, as opposed to only accepting elderly residents, according to administrative code.

Mr. Crews said that he was unsure. He said that he would have to review the code sections with their local regulations and within the context of the application.

City Attorney Williams noted that Council could impose additional limitations on the use by imposing additional conditions on the SUP.

Council Member Cuthbert said that he believed that Council may need to refer this item back to the Planning Commission for further review and potentially limiting the use to only elderly individuals, without disabled residents. He would like Council and the Planning Commission to receive complete documentation from the applicant about their past enforcement and compliance issues, and to determine the number of existing age-restricted housing options in Petersburg.

Thomas Hairston, Planning Commissioner, expressed concern about the City's ability to enforce the intended use of the property and whether the "assisted living" aspect of the application may allow for interpretation.

Tony McDaniel, Planning Commissioner, asked what equipment they would have on-site at the facility in order to prevent emergency room visits.

Mr. Parson clarified that it would not be a nursing home, but they would have nurses and a nurse practitioner on staff. They were also not a hospital nor a clinic, so individuals who needed urgent care would go to an emergency room or primary care physician.

Mr. McDaniel asked how they planned to limit the visits to emergency rooms.

Mr. Parson clarified that the nurses on staff would identify issues proactively and monitor their residents, but he could not specify the exact equipment that would be on-site.

Ms. Katzenbach stated that she would not be voting on this matter, but she wanted to state something for the record. She stated that her interest could not be represented by the City Attorney, and she would require an opinion from the Commonwealth Attorney in reference to the Virginia Code and an independent representative.

Commissioner Hairston made a motion for the Planning Commission to defer further consideration and action on the Special Use Permit Application 2025-SUP-03 for 36 West Fillmore Street until the next regularly scheduled meeting. The purpose of this deferral is to direct staff to return with a revised set of draft conditions. Commissioner Cannon seconded the motion.

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

On roll call vote, voting yes: Reinhardt; McDaniel; Hairston; Cannon; Norman; Harley; Bland; Ford; no: N/A; Abstain: Katzenbach.

Council Member Jones stated that he had heard many comments regarding transparency and trust from stakeholders in the community. He stated that too many times businesses have come into the City, spending lots of money without first checking the laws, rules, and uses. He expressed concern that the opinions presented by the public tonight were ultimately segregated by race; he questioned whether this entire ordeal boiled down to people of different colors not being able to communicate with one another due to prejudice.

Council Member Jones acknowledged that all the concerns raised were valid, but they should have been addressed much earlier in this zoning process. He agreed that Mr. Parson's investment should not be in vain, but they had to ensure they followed a sensible process in which all concerns were addressed fully and equitably. He requested that the community members, the Planning and Zoning staff, and the applicant come back to the table to work through the identified issues.

City Attorney Williams noted that although the Planning Commission had motioned to bring this item back at their next regularly scheduled meeting, the Commission was allowed 100 days to hear this item. The attorney for the applicant had expressed they would like a shortened time period to resolve this application, so he would recommend to Council that they shorten the 100-day timeline to ensure it was heard sooner.

Council Member Myers noted that the applicant had been told by the City that he met the guidelines to pursue the project, so he moved forward. He stated that this application was representative of the improvements they were trying to make in Ward 5, and the work already completed by Mr. Parson had increased the value of the surrounding properties. He expressed concern that the resistance to development was hindering positive growth in the City.

Council Member Myers made a motion to direct the Clerk to schedule and advertise a public hearing in accordance with Section 15.2-228.5(b) of the Code of Virginia for a special meeting to be held immediately preceding the work session on October 7, 2025, to shorten the 100-day period of time for the Planning Commission to report this item, and to require they report the recommendation to Council on this item on or before the regular business meeting of Council on October 21, 2025, at which time Council will proceed with consideration of the item. 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, Westbrook, Smith-Lee, Hill, Parham; no: N/A; Abstain: N/A.

4. **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 7:30 p.m.

Adopted: 09/16/2025



Mayor, Samuel Parham

ATTEST:



City Clerk, Tangi R. Hill

The regular meeting of the Petersburg City Council was held on Tuesday, September 16, 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/355697>

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
W. Howard Myers, Councilor– Ward 5
Annette Smith-Lee, Councilor - Ward 6
Arnold Westbrook, Jr., Councilor – Ward 7

Absent:

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.

City Council held a moment of silence in honor of Dr. Bobby Duhart.

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 PROCLAMATIONS

- a. Hispanic Heritage Month Proclamation

Mayor Parham presented the Proclamation Recognizing September 15, 2025 through October 15, 2025 as National Hispanic Heritage Month.

6. RESPONSES TO PREVIOUS PUBLIC INFORMATION POSTED

There were none.

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

- a. Minutes of Previous Meetings

- July 15, 2025 Meeting Minutes with Correction (Page 11 – Changed Ms. Jones to Ms. James)

- September 2, 2025 Closed Session Minutes
- September 2, 2025 Special Joint Meeting with the Planning Commission Minutes
- September 2, 2025 City Council Work Session

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

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

8. PRESENTATIONS

a. Capital Plan and Utility Enterprise Study Presentation – Davenport Public Finance

David Rose, Senior Vice President and Manager of Public Finance with Davenport & Company, gave a presentation on the Capital Plan and Utility Enterprise Study. He explained that this was a continuation of their discussions regarding the Multi-Year Strategic Plan of Finance. They had previously recommended to Council a strategy to fund their \$250 million of identified Capital General Fund needs, which was a \$30 million line of credit or Bond Anticipation Note (BAN) on an interim basis. However, there was approximately \$12 million in near-term needs that was recommended to be funded partially by that same line of credit in order to avoid using reserves.

Mr. Rose said that regarding the Utility Enterprise Fund, the City had identified about \$190 million in Utility Capital needs; Davenport recommended the City move forward with a separate \$40 million line of credit or BAN on an interim basis to begin investment in the system, along with low-interest loans and grants. He noted that Jacobs and Davenport would present the Comprehensive Rate Study recommendations and a proposed rate plan to Council on October 7, 2025, with the goal of identifying the appropriate rates to maintain the City's Utilities system into the future.

Mr. Rose summarized that Davenport's recommendation tonight included consideration of a reimbursement resolution in the amount of \$4 million to allow for tax-exempt purchases of vehicles the City had identified in their Capital needs. After their October 7 work session on the rate study, on October 21, 2025, Council would hold public hearings on the Interim Financings and Rate Plan, at which point Council would consider selecting the preferred lender, adopting financing resolutions, and implementing the Rate Plan. Finally, the working group would coordinate and finalize the numbers and documents as part of this plan, then close on the Interim Financings in November, at which point the funds would be available to the City.

Council Member Jones asked if the \$4 million for vehicles was inclusive of all the City's vehicle needs.

City Manager Altman replied that this specific funding would only cover the cost of police vehicles. He said that more discussions were necessary regarding the other transportation needs of the City.

Council Member Cuthbert noted that Council had not adopted a Capital Improvement budget, so he was unsure of how they could determine the best way to finance the improvements when they did not know the exact costs.

Mr. Rose clarified that the amounts identified in the Plan of Finance were not amounts that must immediately or aggressively be spent by the City; rather, they had identified borrowing mechanisms that the City could strategically use when they did identify the costs of their Capital Improvements. He said that the \$4 million was confirmed to be an immediate need, which was why they recommended it be readily available as opposed to the other lines of credit. He emphasized that they only recommended using their lines of credit once the City had sufficient revenue from Cordish to pay

them. He said that it was more economical in terms of both time and money to create this Plan of Finance in advance.

Mayor Parham noted that at their Council retreat, they had thoroughly discussed the Plan of Finance and what would be necessary to meet their most immediate Capital needs in the City.

Council Member Cuthbert questioned whether it was essential to purchase all the police vehicles at one time with the \$4 million as recommended by Davenport, or whether there should be a more incremental replacement cycle. He expressed concern that Council had not followed appropriate procedure and that they had not heard all of the facts and options of how to fund the City's Capital Improvements. He emphasized that they should adopt a budget before they borrow money to pay for it.

Vice Mayor Hill made a motion to direct City staff and Davenport staff to move forward with the Plan of Finance. Council Member Smith-Lee seconded the motion.

Council Member Cuthbert said that he must vote against the motion because they should adopt a budget before borrowing funds.

Council Member Jones expressed his support for the motion. He said that Council was highly aware of the current needs of the City, and this Plan of Finance was an opportunity to make sound financial borrowing decisions in a proactive manner. He noted that many of the City's current infrastructure issues stemmed from past inaction and allowing things to degrade, and now Council must prioritize certain items in order to make healthy progress. He felt confident in Davenport's recommendations on this matter.

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

9. OFFICIAL PUBLIC HEARINGS

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

Garry Cozier, Budget Manager, provided a brief summary of the item. He reported that the City had received over \$12 million in fully funded grants, which required no match from the City. These grants would be distributed across multiple agencies.

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

Vice Mayor Hill made a motion to adopt the Ordinances to approve the amendments to the FY26 Grants Fund. Council Member Jones seconded the motion.

Council Member Jones clarified that these grants were for specific projects, not just unassigned dollars.

Mr. Cozier confirmed that it was correct; the specific amounts and intended uses were detailed in the Grant Ordinances.

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

b. A Public Hearing for Consideration of the FY26 Carry Forward Requests from the Previous Fiscal Year

Garry Cozier, Budget Manager, provided a brief summary of the item. He explained that approximately \$1 million was requested to be used as an Assigned Fund Balance to complete capital projects from the previous fiscal year. He noted that this funding had been appropriated last fiscal year and would be spent on unfinished FY25 budgeted items.

Mayor Parham opened the public hearing.

Tina Norr, 120 Leavenworth Street, asked for confirmation that these funds would be spent this year.

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

City Manager Altman clarified that the intent was to spend all of these funds within this fiscal year.

Mr. Cozier added that the reasons for unspent budgeted funds may vary between projects and departments, and the expenditure of funds did not always align with the end of the fiscal year.

Vice Mayor Hill made a motion to adopt the Ordinance to approve the FY26 Carry Forward Requests from the Previous Fiscal Year. Council Member Westbrook seconded the motion.

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

c. A Public Hearing for Consideration of an Amendment to the FY26 General Fund

Garry Cozier, Budget Manager, provided a brief summary of the item. He explained that this was the item referred to earlier by their Davenport representatives and would approve the \$4 million for vehicle and equipment purchases that are needed within the City. He noted that attached was a reimbursement resolution, which would be used when the City received their interim financing so the City could reimburse itself for this purchase.

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

Vice Mayor Hill made a motion to adopt the Ordinance to approve the Amendment to the FY26 General Fund. Council Member Myers seconded the motion.

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

d. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Dale Pittman for the Development of 117 Lafayette Street (Portion of Property) Located in Petersburg, VA

Brian Moore, Director of Economic Development, introduced the item.

Matthew Pittman, representing the applicant, presented information on the proposal to purchase a portion of the City-owned property at 117 Lafayette Street to be used as parking for a newly renovated commercial property. He explained that his family purchased 303 Commerce Street in 2020 and rebuilt the structure; however, this property had no parking along Commerce Street or any access from Davis Street. The applicant proposed purchasing a 2,300-square-foot portion of 117 Lafayette Street to convert into four to six parking spaces. They would be creating a gravel lot with granite curbing and landscaping. He stated that they proposed to purchase the property at 100% of the assessed value of the subdivided parcel.

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 Dale Pittman for the Development of 117 Lafayette Street (Portion of Property) Located in Petersburg, VA. Vice Mayor Hill seconded the motion.

Council Member Cuthbert asked if it was possible to include a restriction on the deed of property that would prevent the property from being redeveloped in a manner that would negatively impact parking in the future.

Mr. Pittman said that the applicant would have no issue with that.

Council Member Cuthbert asked if Council Member Myers would consider a friendly amendment to his motion to stipulate that no built structures would be placed on the property.

Council Member Myers said that he did not see the reason for doing so, as the property was not large enough for a structure to be built there.

City Manager Altman clarified that this parcel was located within the floodway, so no structure could be built there anyway.

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

- e. A Public Hearing for Consideration of an Ordinance to Approve a Request by Anthony Lewis, High Stepper Enterprise, LLC, on Behalf of Paula Wynn Harris, for a Special Use Permit to Operate a Stand-Alone Vehicle Repair Shop at 1311 Commerce Street, Parcel ID 024150800, in the M-1, Light Industrial Zoning District

Jared Crews, Interim Director of Planning and Community Development, provided a brief summary of the item. He explained that the request was for a special use permit (SUP) to operate a stand-alone vehicle repair shop at 1311 Commerce Street in the M-1, Light Industrial Zoning District. The subject property is 0.336 acres and there is an existing structure on the site, formerly operated as a commercial repair shop. The applicant requested to improve the overall site and resume use of the existing structure as a repair shop. The application included plans for paving, parking, and additional fencing.

Mr. Crews noted that the proposed use did not align with the property's Future Land Use Map (FLUM) designation of Historic Neighborhood, but the current M-1 zoning allowed for a variety of uses and staff's analysis concluded that the SUP with proposed conditions would mitigate any adverse impacts. The Planning Commission unanimously recommended approval of the SUP with conditions at their July 10, 2025 meeting and staff recommended approval as well.

Anthony Lewis, High Stepper Enterprise LLC, stated that his family's goals with this property were to grow their auto repair shop into a broader, mutually beneficial resource for the City. He explained that as part of this auto shop service, they aimed to hire and offer apprenticeship programs to young people and formerly incarcerated individuals in order to provide meaningful training and employment opportunities and to strengthen the City's economy overall. He requested Council approve the request for a special use permit and asked Council to consider working together in the future to connect with local schools, apprenticeship registry, and reentry coordinators, as well as provide letters of support for grant opportunities.

Mayor Parham opened the public hearing.

Carolyn Jones El, 582 Old Wagner Road, stated that this would be greatly beneficial to Petersburg, especially to high schoolers who may want to learn these types of skills. She noted

that it was unreasonably difficult to get an oil change in Petersburg, and this proposed auto shop would be a great solution.

Mayor Parham closed the public hearing.

Council Member Jones recalled that he took auto shop classes as a student at Petersburg High School, but there were no apprenticeship programs to follow that course. He agreed that Mr. Lewis was offering something great to the City with this request. He suggested they look into providing these types of programs as part of the Petersburg Alternative School. He expressed concern that the costs and uneven requirements for special use permits could make them prohibitive to businesses and may result in unintended consequences. Additionally, he questioned the rationale for requiring a new special use permit simply because the legally nonconforming status of the property had expired.

City Manager Altman clarified that all auto shops require a special use permit within the City, regardless of location. However, Council may consider reviewing the Zoning Ordinance to determine whether it may be appropriate to allow auto shops by right in certain locations, such as industrial or business districts.

Council Member Jones suggested some of the conditions should be amended. There were multiple conditions that were unreasonable or did not fully address the operations necessary to run a full-service auto repair shop. He emphasized that one of the conditions was to require the bay doors stay closed while work was ongoing, but he was seriously concerned that this meant workers may be subjected to toxic fumes.

Council Member Smith-Lee made a motion to approve the Special Use Permit for a stand-alone vehicle repair shop at 1311 Commerce Street, with conditions as amended. Vice Mayor Hill seconded the motion.

City Manager Altman clarified that Condition 5 would be eliminated, Condition 1 would be changed to 7:00 a.m. to 8:00 p.m. seven days a week, and Condition 4 would be changed from seven days to 14 days.

Council Member Jones suggested that Condition 3 should include some type of record for staff so they could keep track of vehicles and ensure they were not sitting there indefinitely.

City Manager Altman said that he believed they could work that out with staff.

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

- f. A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Allowing Municipal Animal Pounds or Shelters in the A, Agricultural Zoning District and Removing a Requirement for an Approved Special Use Permit for Public and Government Buildings and Public Utilities and Services in the City

Jared Crews, Interim Director of Planning and Community Development, provided a brief summary of the item. He explained that the City's Zoning Ordinance currently requires the City to grant a special use permit for any new government buildings and, in some cases, new public utilities. Additionally, the Ordinance currently limits all animal shelters to the M-1, Light Industrial Zoning District even if the facility is owned and operated by the City. On June 5, City Council directed staff to prepare a draft ordinance for consideration to address these items by removing the requirement for a special use permit for government facilities and utilities in residential districts

and allowing municipally-owned animal shelters in the A, Agricultural District, which includes the proposed location for the City's new shelter.

Mr. Crews summarized that at their July 10, 2025 meeting, the Planning Commission unanimously recommended the Ordinance be approved in part to allow municipal animal shelters in the Agricultural Zoning District but to keep the requirement in place for a special use permit for government buildings and certain utilities and services. Staff have included both the original recommendation from staff and the Planning Commission's recommendation for the Council to consider.

City Manager Altman noted that City Council had originally directed staff to draft an Ordinance that would allow for the City to be exempt from the special use permit requirement for municipal buildings in order to avoid having the City place conditions on itself when it sought to establish a new municipal facility. However, the Planning Commission had recommended otherwise, and this was how they arrived at the current juncture with this item.

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

Council Member Jones clarified that the location identified for the new animal shelter was located outside of the floodplain.

City Manager Altman confirmed that was correct.

Council Member Jones asked how this would affect agriculture in the area.

Mr. Crews explained that the impact would be specific to the property and its neighbors, so they would review it from that standpoint.

Council Member Myers made a motion to adopt the Ordinance as included in Exhibit B. Vice Mayor Hill seconded the motion.

Council Member Cuthbert asked if the public would have an opportunity to comment on future placement of government buildings.

Mr. Crews confirmed that there was a state requirement that the Planning Commission must review public facilities to determine compliance with the Comprehensive Plan, and that would also be reviewed by Council. However, that could be held as a public hearing or as a general business item, so the choice to hold a public hearing would ultimately be the discretion of the Board.

Council Member Cuthbert agreed with the Planning Commission's recommendation to maintain the special use permit requirement and therefore the public hearings for municipal facilities. He felt it was important to preserve those opportunities for public comment.

Mayor Parham clarified that there had been a public hearing on this item, and the City had followed due process on this issue.

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

- g. A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Incorporating Additional Landscaping Requirements for New Land Development and Off-Street Parking Areas

Jared Crews, Interim Director of Planning and Community Development, provided a brief summary of the item. He explained that this proposed amendment to the Zoning Ordinance would

provide additional standards for landscaping for new land development in the City. This was part of a larger effort to promote public health and increase sustainability, specifically regarding tree preservation and plantings for private development. The City worked with the Green Infrastructure Center to draft a Strategic Tree Canopy Plan and hired a City Arborist, and they had assisted in the drafting of this amendment in order to ensure they incorporated best practices and integrated with their other plans. He summarized the proposed changes and the Comprehensive Plan considerations. At its July 10, 2025 meeting, the Planning Commission unanimously recommended approval of the proposed amendment as drafted, and staff recommended approval as drafted.

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

Vice Mayor Hill made a motion to approve the Amendment to the Zoning Ordinance of the City of Petersburg for the purpose of incorporating additional landscaping requirements for new land development and off-street parking areas as drafted. Council Member Westbrook seconded the motion.

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

- h. A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Updating and Clarifying Sign and Advertising Regulations to Address Ongoing Complaints and Issues Pertaining to Certain Advertising Devices Throughout the City

Jared Crews, Interim Director of Planning and Community Development, provided a brief summary of the item. He explained that this proposed Ordinance would approve an amendment to the Zoning Ordinance in order to update and clarify regulations on signage to address ongoing complaints and enforcement challenges. He summarized the proposed changes. At its July 10, 2025 meeting, the Planning Commission recommended approval (5-1) of the proposed amendment as drafted and staff recommended approval as drafted.

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

Council Member Jones noted that the consideration of "attractiveness" with regards to signage seemed like a personal preference rather than an issue of zoning compliance. Furthermore, he was concerned that the actual issue was with the placement of current signage rather than the future signage that this Zoning Ordinance amendment was meant to address.

City Manager Altman acknowledged Council Member Jones' point; however, these proposed changes were meant to prevent new signage-related issues from occurring so they could effectively resolve the existing problems in the City.

Council Member Cuthbert asked if the City Attorney had reviewed this proposed Ordinance.

City Attorney Williams replied that he had reviewed the Board's agenda which included this item, but he had not reviewed the specific language of the proposed Ordinance.

Council Member Cuthbert suggested some of the Ordinance language be clarified and specified in order to prevent technical loopholes and misunderstandings.

Vice Mayor Hill noted that some of the interpretations may be a matter of perspective; however, improved signage regulations were crucial, so he cautioned Council against waiting too long before adopting this amendment.

Council Member Jones made a motion to table the Ordinance until Council's next work session. Vice Mayor Hill seconded the motion.

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

- i. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and Daniel Smith Real Estate LLC, for the Development of Lots 4, 6, 9, and 12 Ross Court, Located in Petersburg, Virginia

Brian Moore, Director of Economic Development, introduced the item.

Tanya Smith, representing Daniel Smith Real Estate LLC, presented information on the request. She explained that she currently owned three properties on Ross Court and wished to purchase these vacant lots from the City in order to provide new and improved housing opportunities for residents.

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 Daniel Smith Real Estate LLC for the development of Lots 4, 6, 9, and 12 Ross Court, located in Petersburg, Virginia. Council Member Westbrook seconded the motion.

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

Council Member Jones noted that Ross Court had some issues in terms of emergency vehicle access and parking.

Ms. Smith noted that there were City-owned alleyways on either side of the property; however, they were presently overgrown with trees.

Council Member Myers requested the City Manager to work with Ms. Smith to remedy the access issues.

City Manager Altman confirmed he would do so.

- j. A Public Hearing for Consideration of an Ordinance to Approve Awarding a 1.5% One-Time Bonus (Approved by the Virginia General Assembly and Governor) to Employees of the City of Petersburg Department of Social Services

William D'Aiuto, Director of Social Services, provided a brief summary of the item. He explained that in March 2025, the Virginia General Assembly and Governor had approved funding in the 2024-2025 Appropriation Act (Item 469 #1c) for all state employees and certain state-supported local employees, including local Departments of Social Services. He summarized that this Ordinance would approve a 1.5% one-time bonus to employees of the City of Petersburg Department of Social Services at a total cost of \$62,064.11, with the cost to the City being \$9,619.94 and the state paying the remaining \$52,444.17. Staff recommended adoption of the Ordinance in order to award the bonuses to DSS employees.

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

Vice Mayor Hill made a motion to adopt the Ordinance to approve awarding a 1.5% one-time bonus to employees of the City of Petersburg Department of Social Services. Council Member Jones seconded the motion.

The Council Members all expressed their gratitude to Mr. D'Aiuto and the Social Services staff.

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

10. PUBLIC INFORMATION PERIOD

Julian Greene, 1625 Blair Road, stated that first, he wanted to mention that he had previously met with the City Manager and Council Member Myers regarding a planned event and he wanted to ask the City Manager when they would be receiving the necessary documentation to proceed. Additionally, he was present to discuss the Peabody Academic Learning and Development Center as an important educational facility as well as a precious historic resource. He emphasized that this building was the first public high school for Black students in the nation as well as North America. The building had been duly represented by the Virginia Department of Historic Resources (DHR) and the National Register of Historic Places. It had been acknowledged by historians that there were limited things that could be done with that complex. He asked Council to consider "All Good things Will Be Added Unto You" as performed by Phylicia Rashad and choirs from Morehouse and Spellman Colleges.

Carolyn Jones El, 582 Old Wagner Road, expressed concern that at 144 S. Sycamore Street, the staff members had to deal with very upset members of the public who often were angry and abusive due to issues with their tax bills. She wanted to bring this to the attention of Council because the consistently aggressive tone was alarming, and she was concerned for those staff members' safety. She noted that when she went to the office in person to clarify a mistake on her tax bill, staff informed her that they had difficulty returning calls because they could only make calls when they were not busy handling in-person cases. This greatly exacerbated the issue, so she would suggest they create a better system that would ensure the wellbeing of their staff. She added that South Crater Road needed to be paved because its current condition was going to cause serious damage to people's vehicles.

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

Council Member Cuthbert asked when the revised vape shop ordinance would be considered again by Council.

Mr. Crews said that it would likely be presented to the Council around December 2025.

Council Member Cuthbert said that he had a ward meeting scheduled for 5:30 p.m., here in the library, on September 18 that would focus on the issue of speeding. He encouraged the public to join him and discuss the current challenges their community was facing. Additionally, he hoped the Council would only have joint public hearings with the Planning Commission if it was essential. He reported that he recently had a very constructive meeting with Council Member Jones and School Board members from Wards 1 and 4, and he was grateful for the relaxed yet constructive conversation they had about increasing vocational opportunities in the public school system. He said that on the topic of streetlights, he was committed to ensuring all streetlights in Petersburg were burning, and impressive progress had been made in that regard. They initially had over 200 streetlights that needed fixed and now only 83 needed to be fixed, which he was currently working on with staff. He gave thanks to staff for making these major improvements to their City.

Council Member Jones thanked everyone for attending tonight's meeting.

Council Member Myers announced that Ms. Nicole Loving was doing her second annual Celebrating Recovery and Saving Lives Event, which would be held here at the library on September 24, 2025 from

11:00 a.m. to 5:00 p.m. He welcomed everyone to attend and come together in support of those in recovery.

Council Member Westbrook thanked Parks and Recreation staff for the work being done in Legends Park, which was due to be completed in a few months. He hoped they could make some further improvements, so their children had enhanced recreational opportunities. Additionally, the Honors College had recently hosted a few delegations of African leaders who expressed great interest in partnering with Petersburg in their future endeavors. He emphasized that the things their City was doing would have a global effect, and he hoped they could all work together to provide world-class experiences for individuals, businesses, and leaders. Next, he wanted to announce that this was Childhood Cancer Awareness Month, and he encouraged everyone to wear the color orange in recognition.

Council Member Westbrook announced that he would be hosting a Ward 7 meeting on September 30, 2025 at Pleasants Lane Elementary School. They would be discussing a variety of topics, and staff from the Department of Social Services would be present to review the Partnership for Peace pilot program, which was a collaboration with the Nobel Peace Center. He would be providing further information on that at a future Council meeting in addition to the ward meeting. He thanked Council for holding a moment of silence for Dr. Duhart, who was his own child's pediatrician as well as the pediatrician for many other children in the area. He was saddened and alarmed that there was no pediatrician within the City of Petersburg, and he hoped they could change that quickly.

Council Member Westbrook said that finally, he wanted to express his deep concern regarding the lack of empathy given to Black victims of gun violence. He asked everyone to please reflect on the lives and legacies of people such as Trayvon Martin, Michael Brown, Sandra Bland, Breonna Taylor, George Floyd, Ahmaud Arbery, Jordan Davis, and many more that should be given more thought than just a one-week headline. He said that these names were the sounds of America being forced to reflect; yet, rather than building monuments to their memory or teaching their stories in their schools, this nation instead gave platforms to voices that denied the very pain these families still carry and African-American communities still carried. He emphasized that this was not justice nor honor; it was hypocrisy. He stated that in Petersburg, they could set a higher standard by remembering, honoring, and telling the truth without biasness. He said that they could disagree without resorting to generalizations or "isms." He asked everyone to argue from the standpoint of truth, rather than accusatory remarks. He said that the measure of a nation was who it chooses to remember, and if America chose not to remember, he hoped that Petersburg would do so as he personally would do.

Council Member Smith-Lee thanked everyone for attending tonight's meeting. She announced that the P.T. Taylor Downtown Churches United Walk Against Hunger would be on October 4, 2025 from 9:00 a.m. to 12:00 p.m. at Poplar Lawn Park and would be approximately three miles in total. She encouraged everyone to come out, help them feed the community and get a T-shirt with a \$20 donation.

Vice Mayor Hill acknowledged that some of the City Council meetings had been longer than usual recently; however, that was partially due to participation from the public, which was the purpose of these meetings. He asked the public to please continue keeping their neighborhoods clean by picking up trash, debris, and keeping lawn clippings and leaves out of the streets to prevent clogging their stormwater drainage systems. He asked everyone to join the call for peace throughout the nation.

12. ITEMS REMOVED FROM CONSENT AGENDA

There were none.

13. FINANCE AND BUDGET REPORT

- a. Department of Finance Monthly Update

Garry Cozier, Budget Manager, provided the Department of Finance Monthly Update. He summarized the budget versus actual expenditures, which were provided in the Board packet.

14. UNFINISHED BUSINESS

There was none.

15. NEW BUSINESS

- a. Adoption of Resolution in Support of the Appomattox River Trail – Rail Crossing Transportation Alternative Project

Vice Mayor Hill stated that this item was removed from the agenda.

- b. Adoption of Resolution in Support of the Appomattox River Trail – Grove Avenue Transportation Alternative Project

Vice Mayor Hill stated that this item was removed from the agenda.

16. CITY MANAGER'S REPORT AND SPECIAL REPORTS

John Altman, City Manager, noted that Items 15a and 15b were removed from tonight's agenda because after the agenda was published, staff learned the City's match for those projects had risen from \$3.8 million to \$5.8 million, so they decided to withdraw the resolutions and determine the best way to fund those projects at a later date.

Council Member Cuthbert asked if the City Manager thought staff could bring those items back to the Council before the end of this year.

City Manager Altman confirmed that staff would provide an update at that time.

Council Member Westbrook asked if Friends of the Lower Appomattox River (FOLAR) could present information on this issue to Council.

City Manager Altman clarified that FOLAR could not make the match necessary for the project, unfortunately. He said that staff would be working to see how they could make it work, as everyone agreed they were important projects for the region.

17. BUSINESS OR REPORTS FROM THE CLERK

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

18. BUSINESS OR REPORTS FROM THE CITY ATTORNEY

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

19. ADJOURNMENT

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

The City Council adjourned at 8:21 p.m.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and I AM POWER to Purchase the City-Owned Properties at 35 and 17 Bank Street, Located in Petersburg, VA**

PURPOSE: Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and I AM POWER to purchase the City-owned properties at 35 and 17 Bank Street located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from I AM POWER to purchase the City-owned properties at 35 and 17 Bank 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 35 and 17 Bank Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. I AM POWER EDA Bond Application Hearing Presentation
3. 35 &17 Bank Street I AM POWER LOI
4. 35 &17 Bank Street I AM POWER Packet
5. 17 E. Bank Street-Deed & Plat Bk 4 Pg 153

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned properties at 35 and 17 Bank Street.

WHEREAS, the City of Petersburg has received a proposal from I AM POWER to purchase the City-owned properties at 35 and 17 Bank Street; and

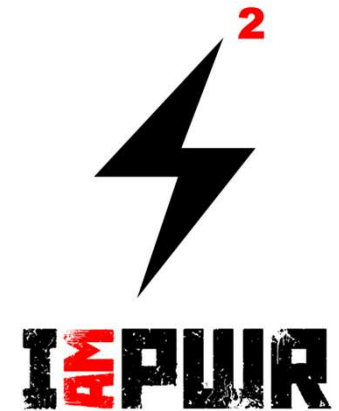
WHEREAS, the potential benefits to the City include infill development, economic growth, and increased tax base; and

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 the Purchase Agreement with I AM POWER toward the sale and development of City-owned properties located at 35 and 17 Bank Street.

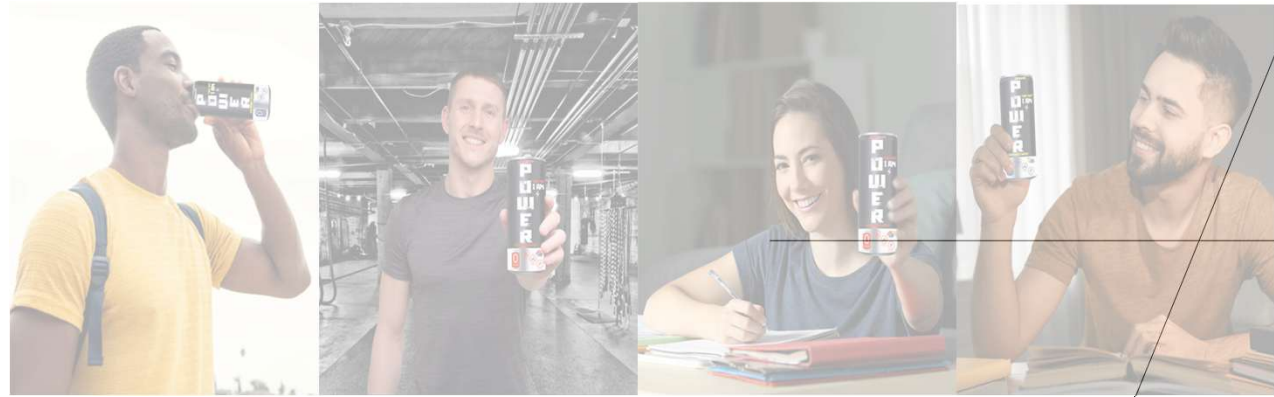
EDA BOND APPLICATION HEARING

DATE: 7/31/25





AGENDA



- 1. Introduction to I AM POWER Team**
- 2. Summary of I AM POWER Manufacturing Plant**
- 3. Summary of POWER CENTER**
- 4. Economic Impact of Power Projects**
- 5. Q & A**

POWER TEAM

Education: University of Virginia, Charlottesville, VA May 1999

- Bachelor of Arts in Architecture – Urban Planning & Development
- Selected First team All-ACC Football, 2nd team All-American
- Defensive MVP 1998, Recipient of Joe Palumbo Award for dedication & enthusiasm
- Helped address zoning, traffic pattern, and developmental issues along the Route 29 corridor in Charlottesville





POWER TEAM

NFL Professional Experience:

National Football League 1999 - 2008

Cleveland Browns (1999-2001)

- Selected by 2001 NFL Man of the Year for Community which recognizes the player who best exemplifies the dedication and love of football, fans and community.

Jacksonville Jaguars (2002)

- 2002 NFL Man of the Year

Detroit Lions (2003-2005)

- Lead Superbowl XL Committee Chairmans Bill Ford / Roger Penske in beautify Detroit MI project



POWER TEAM

Professional Profile & Experience

- I AM POWER LLC (CEO /Founder)
- VAPROELITE Foundation (Co-Founder)
- Residential Developer – land acquisition & development
- I-95 LLC (Co-Owner) – Acquisition of 3200 Acre of Prime Raw land in VA
- Pre-Construction & Condo hotel properties in Florida
 - Gansevoort Hotel, Sanctuary Hotel, Canyon Ranch – Miami Beach
- Miller International Foods



POWER TEAM



Terrance Edwards

- Virginia Union University /Bachelor of Science in Psychology/ Social work – May 2005
- I AM POWER / Chief Operating Officer
- Program Director & Mental Health Counselor – City of Richmond
- Mental Health Professional – 20 years

Tiffany Velez Rodgers

- Hampton University / Business Management May 2001
- I AM POWER / Director of Brand & Business Development
- Director of Marketing - Hampton University Proton Cancer Institute
- Wyndam Hotel Marketing Manager
- Over 15yrs Marketing Experience ⁶

I AM POWER ENERGY – STORY

Story

- Wali's mission – I AM
- Powder product
- RTD cans
- Manufacturing plant

Goals:

- Empower all individuals to be their highest self
- Increase the energy & frequency level of humanity
- To be a movement that empowers and crosses boundaries
- To be the #1 natural energy drink company in the country and world

Our Mission:

Provide an array of natural products that enhance your molecular makeup to be your best



I AM POWER MANUFACTURING PLANT

I AM POWER is a wellness-driven beverage company focused on producing natural, mushroom-based energy drinks that support vitality, focus, and overall well-being. We are planning to develop a 40,000 sq. ft. manufacturing facility in Petersburg, Virginia, which will serve as the operational hub for the brand's national expansion.

This plant will house three lines of business:

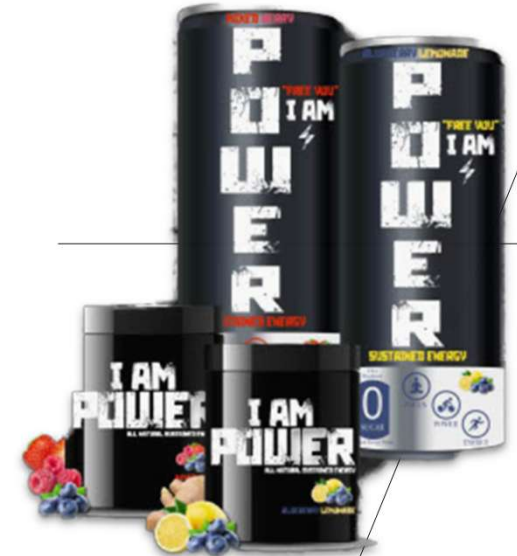
1. Canned Beverage Production
2. Powder Supplement Formulation & Packaging
3. Contract Manufacturing Services for Other Brands

Location: Under Contract



I AM POWER MANUFACTURING PLANT

- Expect to sell 1.2 million bottles in Year 1 increasing by 5% annually
- \$4.00 starting retail price
- Hiring 15 Full time employees first year increasing to over 40 in year 5
- Estimating \$3M+ per year



ROUTE TO MARKET

- National Presence
- Distribution across several colleges and universities
- Gyms & Casinos

COLLEGES & UNIVERSITIES



VITAMIN SPECIALTY & DRUG



FITNESS



GROCERY



NATURAL CHANNEL



CONVENIENCE



ECOMMERCE



ENTERTAINMENT



EVENTS

Youth Camps &
Community Events

SUMMARY OF POWER CENTER

The **Power Center** will be a transformative mixed-use development including:

- Office space / 20,000 sq. ft.
- Retail outlets / 50,000 sq. ft.
- Marriott Courtyard Hotel accommodations/ 125 rooms / 68,000 sq ft
- Health club – 15,000 sq ft
- Parking facilities – 250 parking spaces with North American Charging Standard
- Housing units – 140 units / 133,000 sq ft

The **Power Center** will attract businesses, residents, and visitors alike, generating steady revenue streams across multiple business sectors.

The retail and hospitality sectors will foster economic growth by creating jobs and supporting local businesses,

The office space encourages corporate investment and entrepreneurship.

The **Power Center** will significantly contribute to the city's economic development, increase property values, increase tax revenue, and create a reason to come downtown!



SUMMARY OF POWER CENTER



Components	Measurement	Rooms/Space	Notes
Office Space	20,000	TBD	Class A space, designed for efficiency and affordability
Retail Space	50,000	TBD	Space for dining options, grocery, salons, etc.
Hotel	68,800	125	Marriott Courtyard – business and tourists, event attendees
Housing	133,000	140	(70) 1-bedrooms / 70 2-bedrooms – market rates
Health Club	15,000	TBD	POWER Gym with fitness and wellness amenities – I AM POWER products
Parking	TBD	250	North American Charging standard (NACS) electric vehicle (EV) charging connectors and charging ports

12



BENEFITS OF MULTI-USE TOWN CENTERS

- 80% of US population lives in an Urban City
- Community & Lifestyle Benefits (LIVE-PLAY-WORK Integration)
- Environmental & Sustainability Benefits (reduce vehicle use, efficient land use, energy use)
- Urban revitalization & Identity - spark community
- Increased tax revenue - boost sales, property and occupancy tax bases for local governments
- The average commute for a Petersburg resident is 27 min

ECONOMIC IMPACT OF THE POWER PROJECTS



Job Creation:

- The facility is projected to create hundreds of full-time and part-time jobs across production, manufacturing, administration, hotel and property management, maintenance, etc. (+150)

Workforce Development

- We plan to partner with local institutions for workforce training and internship opportunities, with a focus on empowering underserved communities through second chances.
- Youth Engagement & Entrepreneurship

Innovation & Sustainability

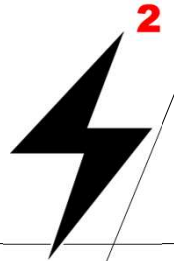
- The POWER PROJECTS will operate using energy-efficient systems and sustainable measures, aligning with our brand's commitment to wellness and environmental responsibility.

Housing & Urban Vitality

- Mixed-income housing options to support diverse families, professionals, and seniors. Revitalizes underutilized urban land, increasing vibrancy and reducing blight. Increased population density to support local businesses, schools, and transit

Revenue

- 125M projected revenue into the city of Petersburg : 125M over the next 5 years



WHY PETERSBURG?

- Petersburg's strategic location off I-95 and I-85
- Military bases
- Talent pool from community, local colleges and second changes (program)
- Collaboration and Partnership with LIVE CASINO

We believe **I AM POWER** is more than a brand—it's a movement for health, self-empowerment, and economic revitalization.



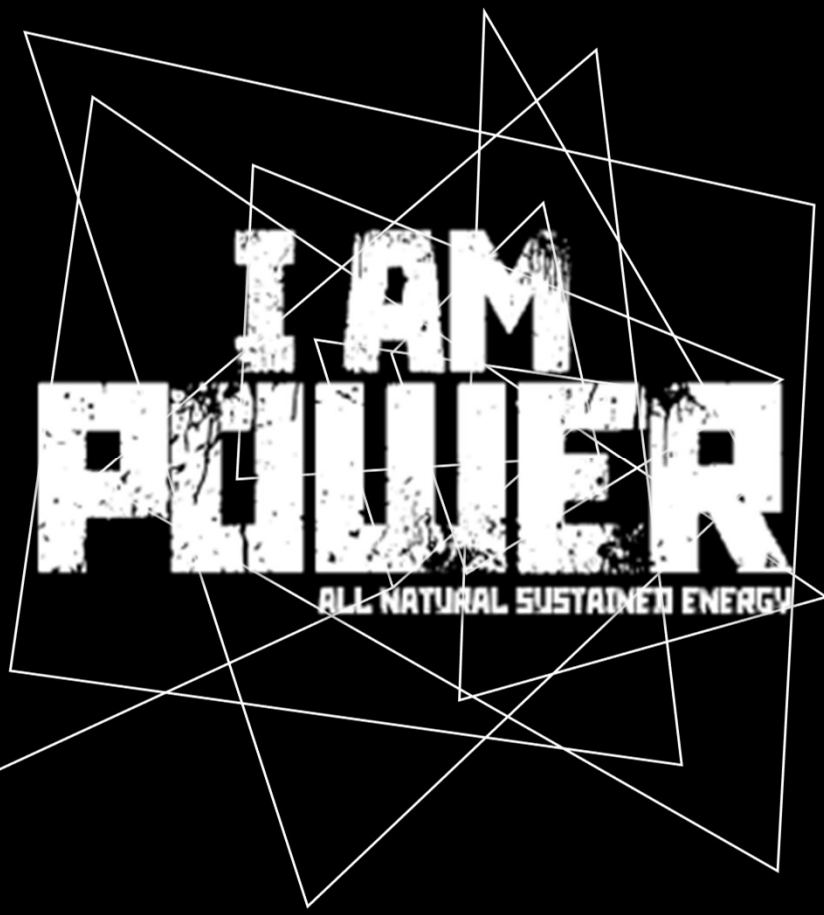
I AM
PETERSBURG
VIRGINIA



Q&A

WALI RAINER

WWW.IAMPWR.COM



Letter of Intent

I AM POWER LLC
14400 Hull Street
Richmond, Virginia 23223

May 27, 2025

Mr. Brian A. Moore
Director, Economic Development
City of Petersburg
135 North Union Street
Petersburg, VA 23803

Dear Mr. Moore,

I am writing to formally express my intent, as Managing Member of I AM POWER LLC, located at 14400 Hull Street, Richmond, VA 23832, to purchase two parcels of property situated in downtown Petersburg, Virginia. The properties are:

35 Bank Street, Parcel 011140009, assessed price \$ 315,500.
17 Bank Street, Parcel 011140011, assessed price \$ 55,500.

The purchase price offered for these properties is **\$556,500**, compared to their assessed value of **\$371,000**. The price offered is **150%** of the assessed value of the two parcels.

The purpose of this acquisition is to develop **The Power Center and Hotel**. This development will significantly contribute to the economic growth of the City of Petersburg's downtown and will align with the shared goals of fostering business opportunities and enhancing community vitality. We are fully committed to ensuring that this undertaking is in harmony with the city's development priorities.

I understand that the finalization of this transaction will require further discussions and negotiations. I am confident that this endeavor will result in a mutually beneficial outcome and serve as a catalyst for positive collaboration between I AM POWER LLC and the City of Petersburg.

Kindly advise on the next steps required to advance this process. Should you require any additional documentation or information, please do not hesitate to contact me.

I look forward to collaborating with the city administration to bring this exciting project to fruition. Thank you for your time and attention to this matter.

Sincerely,

Wali Rainer
Managing Member

The Power Center and Hotel

Project Summary

The **Power Center** will be a **mixed-use development** blending historic charm with modern functionality. The design features a **red brick facade with dark glass accents**, creating a distinctive and timeless aesthetic. The estimated total budget range for the project is **\$120–\$140 million dollars**.

Key Components:

- **Office Space:** 20,000 sq. ft. of Class A office space, designed for efficiency and affordability.
- **Retail:** 50,000 sq. ft. of dynamic retail space, dining options, and a grocery store.
- **Hotel:** 80–100-room hotel, catering to business travelers, tourists, and event attendees. It would have the following amenities:
 - Comfortable bedding with quality linen.
 - Free Wi-Fi access.
 - Flat-screen TV with cable or streaming services.
 - Mini-fridge and coffee maker.
 - Work desk and ergonomic chair.
 - In-room safe.
 - Iron and ironing board.
 - Complimentary toiletries.
- **Health Club:** 15,000 sq. ft. of fitness and wellness amenities, focused on key essentials for health and wellness.
- **Parking Garage:** 200–250 spaces, with North American Charging Standard (NACS) electric vehicle (EV) charging connectors and charging ports.

Budget & Cost Strategies:

The project will prioritize affordability while maintaining quality:

- **Energy-efficient systems** to minimize long-term expenses.
- **Smart material choices** optimizing cost while preserving aesthetics.
- **Shared infrastructure** across uses to maximize efficiency.
- **Phased development approach** to control initial investment.

Vision & Community Impact:

The Power Center is designed to be a **vibrant, multi-use urban hub**, catering to office workers, visitors, shoppers, and residents while reflecting the **rich historic character of Petersburg**. It will enhance the local economy and community.

Project Specifications

- **Class A Office Space: 20,000 sq. ft.**
- **Retail Space: 50,000 sq. ft.** with flexible tenant spaces to attract retail brands.
- **Hotel: 80–100 rooms., A Mariott Courtyard** is the desired hotel.
- **Health Club: 15,000 sq. ft.,** focusing on key fitness amenities without extensive spa features. The health club name would be **“I AM POWER.”**
- **Parking Garage: 200–250 spaces,** starting at ground level.
- **Overall Design: Historic red brick structure with dark glass** with cost-effective materials and efficient energy solutions to reduce long-term operational expenses.

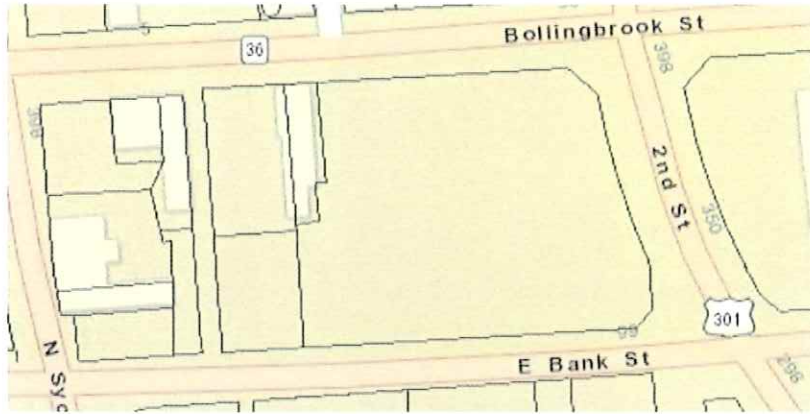
Project Area

The project would be on 2 adjoining parcels of 35 East Bank Street and 17 East Bank Street, respectively. The parcel information for the parcels is listed below:

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
Owner Name: CITY OF PETERSBURG Owner Mailing Address: 135 N UNION ST PETERSBURG, VA 23803 Property Use: 479 Parking Lots State Class: 7 Exempt Local Zoning: B-3				Property Address: 35 BANK ST E Petersburg VA Legal Acreage: 1.366 Legal Description: 6 PARCELS 1.35 ACRES Subdivision: Bolling Terminal Assessment Neighborhood Name: No Data Local Historic District: Old Towne National Historic District: Old Towne Enterprise Zone: Yes Opportunity Zone: 51730811300	

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
Owner Name: CITY OF PETERSBURG Owner Mailing Address: 135 N UNION ST PETERSBURG, VA 23803 Property Use: 479 Parking Lots State Class: 7 Exempt Local Zoning: B-3				Property Address: 17 BANK ST E Petersburg VA Legal Acreage: .157 Legal Description: TWO PARCELS Subdivision: Bolling Terminal Assessment Neighborhood Name: No Data Local Historic District: Old Towne National Historic District: Old Towne Enterprise Zone: Yes Opportunity Zone: 51730811300	

The following pictures show the properties from the City Real website and Google Maps:



Cost Summary

Estimated Cost Breakdown

Component	Size	Estimated Cost Range
Class A Office Space	20,000 sq. ft.	\$200–\$400 per sq. ft.
Retail Space	50,000 sq. ft.	\$150–\$350 per sq. ft.
Hotel (80–100 rooms)	80–100 rooms	\$200,000–\$450,000 per room
Health Club	15,000 sq. ft.	\$150–\$300 per sq. ft.
Parking Garage	200–250 spaces	\$12,000–\$25,000 per space

Total Estimated Cost

The total cost is projected to fall within **\$120 million to \$140 million**, depending on final design choices, materials, and regional construction costs.

Sample Renderings

The following are two sample renderings for The Power Center:



Summary

The Power Center will be a transformative mixed-use development that seamlessly blends modern amenities with historic architectural charm, creating a vibrant hub in downtown Petersburg. With its thoughtfully integrated office space, retail outlets, hotel accommodations, health club, and parking facilities, The Power Center will attract businesses, residents, and visitors alike, generating steady revenue streams across multiple business sectors. The retail and hospitality sectors will foster economic growth by creating jobs and supporting local businesses, while the office space encourages corporate investment and entrepreneurship. The Power Center's commitment to smart urban planning and energy-efficient design enhances the sustainability and appeal of downtown, while reinforcing its role as a thriving commercial and social destination. By revitalizing the underutilized space in the center of downtown, The Power Center will significantly contribute to the city's economic development, increase property values, increase tax revenue, and create a reason to come downtown!

REAL ESTATE PURCHASE AGREEMENT

Assessed Values: \$371,000
Consideration: \$556,500

Tax Map No.: 011140009, 35 Bank Street
011140011, 17 Bank Street

This Real Estate Purchase Agreement (the "Agreement") is dated [Date], between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, I AM POWER 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: 35 Bank Street, Tax Map Number: 011140009, and 17 Bank Street, Tax Map Number: 011140011.

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 hundred and fifty-six thousand, five hundred dollars (\$556,500) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, fifty-five, six hundred and fifty dollars (\$55,650) (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. The purchaser may close on the Property prior to completion of the Due Diligent Period with reasonable advance notice to the Seller. At Closing, the 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 eighty (180) 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.

All closing costs shall be paid by the Purchaser including but not limited to any real estate commission, Seller's attorney fees, applicable Grantor's tax and the costs associated with the preparation of the deed and other 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 [Date]. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on [Date], and must be formally approved by City 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

John "March" Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

Mr. Wali Rainer, Managing Member

I AM POWER LLC

14400 Hull Street

Richmond, VA 23832

COPY TO:

James Bruno, Counsel

James River Law

1710 East Franklin Street, Suite 100

Richmond, VA 23223

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 this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title

insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. **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 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 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.

CA Final Draft

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

PURCHASER: I AM POWER LLP

By: Wali Rainer 

Title: Ceo

Date: 27 May 2025

SELLER:

The City of Petersburg, Virginia

By: _____, John "March" Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

CA Final Draft

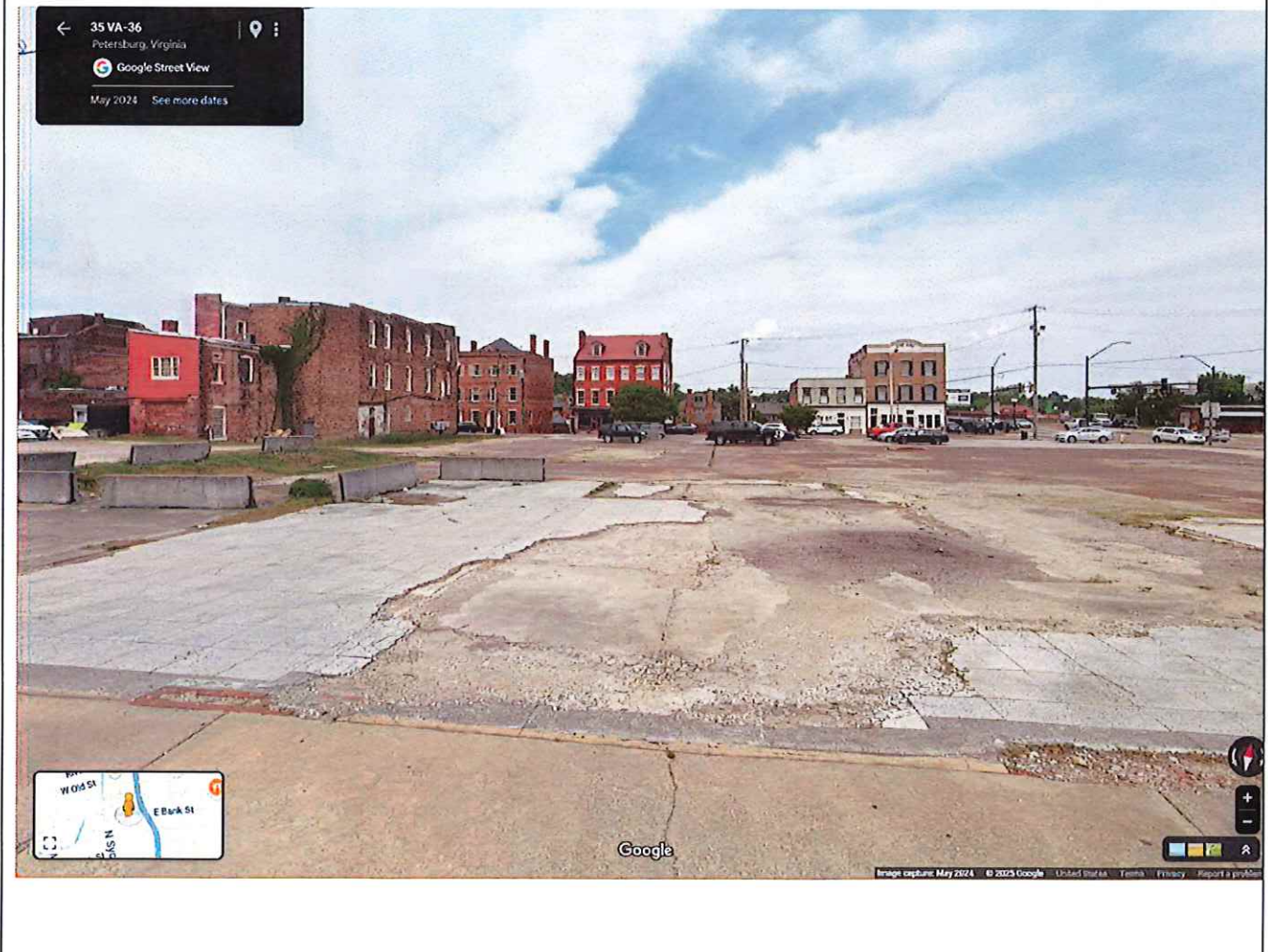
PROJECT BRIEF

Developer:	I AM POWER LLC
Project Address:	35 BANK STREET 17 BANK STREET
Assessed Value:	\$371,000
Offer Amount:	\$556,500
Percentage Offered:	150%

PROJECT DESCRIPTION:

To develop the I AM POWER Center and Hotel.

PROPERTY PICTURE (TODAY)



REAL ESTATE PURCHASE AGREEMENT

Assessed Values: \$371,000
Consideration: \$556,500

Tax Map No.: 011140009, 35 Bank Street
011140011, 17 Bank Street

This Real Estate Purchase Agreement (the "Agreement") is dated [Date], between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, I AM POWER 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: 35 Bank Street, Tax Map Number: 011140009, and 17 Bank Street, Tax Map Number: 011140011.

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 hundred and fifty-six thousand, five hundred dollars (\$556,500) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, fifty-five, six hundred and fifty dollars (\$55,650) (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. The purchaser may close on the Property prior to completion of the Due Diligent Period with reasonable advance notice to the Seller. At Closing, the 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 eighty (180) 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.

All closing costs shall be paid by the Purchaser including but not limited to any real estate commission, Seller's attorney fees, applicable Grantor's tax and the costs associated with the preparation of the deed and other 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 [Date]. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on [Date], and must be formally approved by City 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
John "March" Altman
City Manager
135 North Union Street
Petersburg, VA 23803

Anthony C. Williams, City Attorney
City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

PURCAHSER:

Mr. Wali Rainer, Managing Member
I AM POWER LLC
14400 Hull Street
Richmond, VA 23832

COPY TO:

James Bruno, Counsel
James River Law
1710 East Franklin Street, Suite 100
Richmond, VA 23223

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.
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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.

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27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. 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 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.

CAFFREY

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

PURCHASER: _____

By: _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By: _____, John "March" Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

DRAFT

Letter of Intent

I AM POWER LLC
14400 Hull Street
Richmond, Virginia 23223

May 27, 2025

Mr. Brian A. Moore
Director, Economic Development
City of Petersburg
135 North Union Street
Petersburg, VA 23803

Dear Mr. Moore,

I am writing to formally express my intent, as Managing Member of I AM POWER LLC, located at 14400 Hull Street, Richmond, VA 23832, to purchase two parcels of property situated in downtown Petersburg, Virginia. The properties are:

35 Bank Street, Parcel 011140009, assessed price \$ 315,500.

17 Bank Street, Parcel 011140011, assessed price \$ 55,500.

The purchase price offered for these properties is **\$556,500**, compared to their assessed value of **\$371,000**. The price offered is **150%** of the assessed value of the two parcels.

The purpose of this acquisition is to develop **The Power Center and Hotel**. This development will significantly contribute to the economic growth of the City of Petersburg's downtown and will align with the shared goals of fostering business opportunities and enhancing community vitality. We are fully committed to ensuring that this undertaking is in harmony with the city's development priorities.

I understand that the finalization of this transaction will require further discussions and negotiations. I am confident that this endeavor will result in a mutually beneficial outcome and serve as a catalyst for positive collaboration between I AM POWER LLC and the City of Petersburg.

Kindly advise on the next steps required to advance this process. Should you require any additional documentation or information, please do not hesitate to contact me.

I look forward to collaborating with the city administration to bring this exciting project to fruition. Thank you for your time and attention to this matter.

Sincerely,

Wali Rainer
Managing Member

The Power Center and Hotel

Project Summary

The Power Center will be a mixed-use development blending historic charm with modern functionality. The design features a red brick facade with dark glass accents, creating a distinctive and timeless aesthetic. The estimated total budget range for the project is \$120–\$140 million dollars.

Key Components:

- **Office Space:** 20,000 sq. ft. of Class A office space, designed for efficiency and affordability.
- **Retail:** 50,000 sq. ft. of dynamic retail space, dining options, and a grocery store.
- **Hotel:** 80–100-room hotel, catering to business travelers, tourists, and event attendees. It would have the following amenities:
 - Comfortable bedding with quality linen.
 - Free Wi-Fi access.
 - Flat-screen TV with cable or streaming services.
 - Mini-fridge and coffee maker.
 - Work desk and ergonomic chair.
 - In-room safe.
 - Iron and ironing board.
 - Complimentary toiletries.
- **Health Club:** 15,000 sq. ft. of fitness and wellness amenities, focused on key essentials for health and wellness.
- **Parking Garage:** 200–250 spaces, with North American Charging Standard (NACS) electric vehicle (EV) charging connectors and charging ports.

Budget & Cost Strategies:

The project will prioritize affordability while maintaining quality:

- **Energy-efficient systems** to minimize long-term expenses.
- **Smart material choices** optimizing cost while preserving aesthetics.
- **Shared infrastructure** across uses to maximize efficiency.
- **Phased development approach** to control initial investment.

Vision & Community Impact:

The Power Center is designed to be a **vibrant, multi-use urban hub**, catering to office workers, visitors, shoppers, and residents while reflecting the **rich historic character of Petersburg**. It will enhance the local economy and community.

Project Specifications

- **Class A Office Space: 20,000 sq. ft.**
- **Retail Space: 50,000 sq. ft.** with flexible tenant spaces to attract retail brands.
- **Hotel: 80–100 rooms.**, A **Mariott Courtyard** is the desired hotel.
- **Health Club: 15,000 sq. ft.**, focusing on key fitness amenities without extensive spa features. The health club name would be **"I AM POWER."**
- **Parking Garage: 200–250 spaces**, starting at ground level.
- **Overall Design: Historic red brick structure with dark glass** with cost-effective materials and efficient energy solutions to reduce long-term operational expenses.

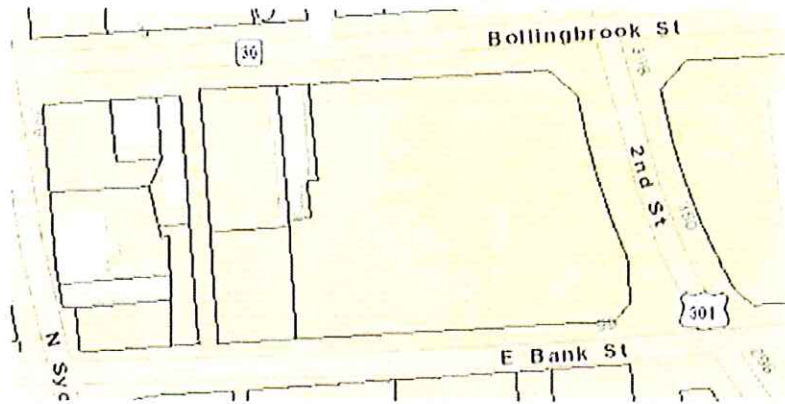
Project Area

The project would be on 2 adjoining parcels of 35 East Bank Street and 17 East Bank Street, respectively. The parcel information for the parcels is listed below:

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
Owner Name: CITY OF PETERSBURG Owner Mailing Address: 135 N UNION ST PETERSBURG, VA 23803 Property Use: 479 Parking Lots State Class: 7 Exempt Local Zoning: B-3				Property Address: 35 BANK ST E Petersburg VA Legal Acreage: 1.366 Legal Description: 6 PARCELS 1.35 ACRES Subdivision: Bolling Terminal Assessment Neighborhood Name: Old Towne Local Historic District: Old Towne National Historic District: Old Towne Enterprise Zone: Yes Opportunity Zone: 51730811300	

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
Owner Name: CITY OF PETERSBURG Owner Mailing Address: 135 N UNION ST PETERSBURG, VA 23803 Property Use: 479 Parking Lots State Class: 7 Exempt Local Zoning: B-3				Property Address: 17 BANK ST E Petersburg VA Legal Acreage: .167 Legal Description: TWO PARCELS Subdivision: Bolling Terminal Assessment Neighborhood Name: Old Towne Local Historic District: Old Towne National Historic District: Old Towne Enterprise Zone: Yes Opportunity Zone: 51730811300	

The following pictures show the properties from the City Real website and Google Maps:



Cost Summary

Estimated Cost Breakdown

Component	Size	Estimated Cost Range
Class A Office Space	20,000 sq. ft.	\$200-\$400 per sq. ft.
Retail Space	50,000 sq. ft.	\$150-\$350 per sq. ft.
Hotel (80-100 rooms)	80-100 rooms	\$200,000-\$450,000 per room
Health Club	15,000 sq. ft.	\$150-\$300 per sq. ft.
Parking Garage	200-250 spaces	\$12,000-\$25,000 per space

Total Estimated Cost

The total cost is projected to fall within \$120 million to \$140 million, depending on final design choices, materials, and regional construction costs.

Sample Renderings

The following are two sample renderings for The Power Center:



Summary

The Power Center will be a transformative mixed-use development that seamlessly blends modern amenities with historic architectural charm, creating a vibrant hub in downtown Petersburg. With its thoughtfully integrated office space, retail outlets, hotel accommodations, health club, and parking facilities, The Power Center will attract businesses, residents, and visitors alike, generating steady revenue streams across multiple business sectors. The retail and hospitality sectors will foster economic growth by creating jobs and supporting local businesses, while the office space encourages corporate investment and entrepreneurship. The Power Center's commitment to smart urban planning and energy-efficient design enhances the sustainability and appeal of downtown, while reinforcing its role as a thriving commercial and social destination. By revitalizing the underutilized space in the center of downtown, The Power Center will significantly contribute to the city's economic development, increase property values, increase tax revenue, and create a reason to come downtown!

Prepared By:
Nathaniel A. Scaggs, VSB#77286
Hill & Rainey, Attorneys
2425 Boulevard, Suite 9
Colonial Heights, VA 23834

202302112

TITLE INSURANCE: Fidelity Title Insurance Company
TAX MAP #: 011-220800; 011-220802; 011-220803; 011-
220804; 011-220018; 011-140014; 011-140020; 011-140011;
011-140009; 011-140004; 011-090015; 011-220005

CONSIDERATION: \$3,232,000.00
ASSESSMENT: \$1,252,700.00
58.1-811(A3) EXEMPTION

THIS **DEED** made and entered into on this 5th day of June, 2023, by and between, **BOLLINGBROOK PROPERTIES, LLC F/K/A MASTER PROPERTIES, LLC** AND **WORTHER G. BECKER, III AND KAREN K. BECKER**, hereinafter referred to collectively as “Grantors” and each a Grantor, and **CITY OF PETERSBURG**, hereinafter referred to as “Grantee”.

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 Grantee to the Grantors, the receipt of which is hereby acknowledged, the said **BOLLINGBROOK PROPERTIES, LLC F/K/A MASTER PROPERTIES, LLC** does hereby grant and convey, with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, unto the said Grantee, in FEE SIMPLE, the following described property, to-wit:

See attached Exhibit A for Legal Description;

AND FURTHER 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 Grantee to the Grantors, the receipt of which is hereby acknowledged, the said **WORTHER G. BECKER, III AND KAREN K. BECKER** do hereby grant and convey, with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, unto the said Grantee, in FEE SIMPLE, the following described property, to-wit:

See attached Exhibit B for Legal Description;

AND FURTHER WITNESSETH: It being the intent of the parties hereto to convey all right title and interest held by the Grantors in the properties to be conveyed herein, regardless of any vagaries in the above-referenced descriptions, 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 Grantee to the Grantors, the receipt of which is hereby acknowledged, the GRANTORS, hereby quitclaim any and all right, title, and interest, of Grantors, unto the said Grantee, in the following described properties located in the City of Petersburg, to wit:

Street Address	Tax Map #
48 E. Bank St.	011-220800
20 E. Bank St.	011-220802
18 E. Bank St.	011-220803
243 N. Sycamore St.	011-220804
241 N. Sycamore St.	011-220018
301 N. Sycamore St.	011-140014
315 N. Sycamore St.	011-140020
17 E. Bank St.	011-140011
35 E. Bank St.	011-140009
20 Bollingbrook St.	011-140004
31 Bollingbrook St.	011-090015
226 Second St.	011-220005.

These conveyances are 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.

Signatures Appear on the Next Page

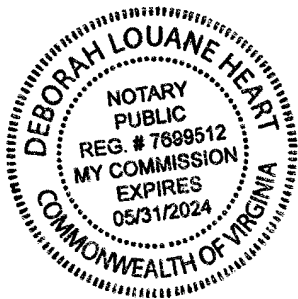
WITNESS the following signature and seal.

W.G. Becker (SEAL)
Bollingbrook Properties, LLC f/k/a Master
Properties, LLC
By: Worther Guy Becker, III, Manager

**STATE OF VIRGINIA
CITY OF COLONIAL HEIGHTS, to-wit:**

The foregoing instrument was acknowledged before me this 12 day of June,
2023 by Worther Guy Becker, III, Manager of Bollingbrook Properties, LLC, formerly
known as Master Properties, LLC.

My Commission Expires: 5/31/2024



Deborah Louane Heart
Notary Public

W.G. Becker (SEAL)
Worther G. Becker, III

Karen K. Becker (SEAL)
Karen K. Becker

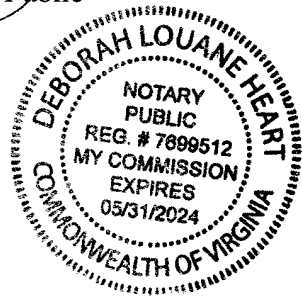
**STATE OF VIRGINIA
CITY OF COLONIAL HEIGHTS, to-wit:**

The foregoing instrument was acknowledged before me this 12 day of June,
2023 by Worther G. Becker, III and Karen K. Becker.

My Commission Expires: 5/31/2024

Deborah Louane Heart
Notary Public

GRANTEE(S) ADDRESS:



GRANTEE:

CITY OF PETERSBURG, VIRGINIA
a municipal corporation

By: *John M. Altman, Jr.* (SEAL)
Name: *John M. Altman, Jr.*
Title: *City Manager*

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF *Prince George*, to-wit:

I, *Shaunta' Smith Beasley* do hereby certify that
John M. Altman, Jr., in his/her capacity as *City Manager* of the
City of Petersburg, Virginia, whose name is signed to the foregoing Deed, has acknowledged
the same before me in my City and State aforesaid.

Given under my hand this *9th* day of *June*, 2023.

Shaunta' Smith Beasley
Notary Public

My commission expires: *10/31/26*
Registration No.: *7599193*



APPROVED AS TO FORM:

[Signature] *6/8/2023*
Anthony C. Williams, City Attorney
City of Petersburg, Virginia

EXHIBIT A

FIRST 011-220800 – 48 E. Bank Street

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 fronting 71 feet, more or less, on the south side of East Bank Street and running back therefrom southwardly between parallel lines (parallel to the western line of Second Street) 117.75 feet, more or less, being known, numbered and designated as 48 East Bank Street, Petersburg, Virginia, and shown as Parcel Two (2) on a plat entitled “Plat of #48 East Bank Street, Petersburg, Virginia”, made by Charles C. Townes & Associates, dated December 2, 1982 and recorded along with and made a part of deed dated December 20, 1982 from Worther Guy Becker, III and Karen K. Becker, husband wife, to Albert Suttle, Sr., recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 410 at Page 588, and the property being conveyed being shown on that certain plat entitled “Plat Showing # 48 East Bank Street, Parcel 20F Lot 23 ~ Robert Bolling Estate Petersburg Virginia” prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

SECOND 011-220802 – 20 E. Bank Street

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, currently known as 20 E. Bank Street, Petersburg, Virginia, having City Tax Map No. 011-220802, the parcel being conveyed being shown on that certain plat entitled “Plat Showing # 20 East Bank Street Lot 4 Robert Bolling Estate Petersburg, Virginia” prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

THIRD 011-220803 - 18 E. Bank Street

- (a) All those three certain lots or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the south side of East Bank Street in the City of Petersburg, Virginia, having an aggregate frontage on the south side of said street 86.55’ and extending back southwardly therefrom

between parallel lines 200' to an alley, the said lots being known, numbered and designated as Lots 2, 3 and 4 on a plat thereof recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia with a certain deed from Oliver H. Palmer and wife to William J. Crowder, dated March 17, 1876, in Deed Book 37 at Page 574, and also all of the right, title and interest of the Grantors in and to the alley on the east side of said lots, extending southwardly along Lot No. 4, and about 13' wide, and also all right, title and interest of the Grantors in and to alley on the south side of said lots, extending westwardly along the south side of said lots, and being 16.5' wide, both of which alleys are shown on the aforesaid plat.

- (b) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, being situate and fronting 47 feet, more or less, on the south side of East Bank Street in the City of Petersburg, Virginia and extending back southwardly 216 feet, more or less, and more accurately described according to a plat of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 34 at Page 386, recorded along with a deed from C.F. Collier to T.S. Johnson, dated June 20, 1872, being Lot Number 2 as shown on said plat as follows: Beginning at a point on the south line of said East Bank Street, thence westwardly along the south line of said East Bank Street 47 feet to a point; thence southwardly 63-1/4 feet to a point; thence westwardly 17-3/4 feet to a point; thence southwardly 153.05 feet to a point; thence eastwardly 63-1/2 feet to a point; thence northwardly 216 feet to the point of beginning on East Bank Street.
- (c) All that certain lot or parcel of land fronting 17-3/4 feet on the south side of East Bank Street in the City of Petersburg, Virginia and extending back therefrom, between parallel lines, a distance of 64-14 feet, and more accurately described according to a plat of record in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 34 at Page 386, recorded along with a deed from C.F. Collier to T.S. Johnson dated June 20, 1872, being Lot Number 3 as shown on said plat as follows: Beginning at a point on the south line of East Bank Street, thence westwardly along the south line of said street 17-3/4 feet to a point; thence southwardly 63-1/4 feet to a point; thence eastwardly 17-3/4 feet to a point; thence northwardly 63-1/4 feet to the point of beginning.
- (d) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, being and situate on the east side of Sly Alley in the City of Petersburg, Virginia, fronting on Sly Alley 33 feet 7 inches, more or less, commencing at an iron pin at the dividing line between the property hereby conveyed and the property formerly owned by Robert H. O'Kennon on the south, thence running north along the east line of said Sly Alley 33 feet 7 inches to another iron pin, said lot running back eastwardly between parallel lines 44 feet 6 inches to the property formerly owned by John V. Willcox, bounded on the south by the property formerly owned by Robert H. O'Kennon and on the west side by Sly Alley.

- (e) All that certain lot, or parcel of land, with improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia on the east side of Sly Alley, fronting thereon 60 feet, being the same more or less, and running back to the lot formerly of George W. Bolling's Estate 44 feet, being the same more or less, bounded on the south by Jail Alley, on the north by a lot formerly belonging to the heirs of Dr. John Bragg; and also that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying on the east side of Sly Alley, fronting thereon 24 feet, being the same more or less, and bounded on the south by the property above mentioned.
- (f) All that certain lot or parcel of land, with all the improvements thereon and appurtenances thereto belonging, on the east side of Sly Alley in the City of Petersburg, Virginia and bounded as follows: Commencing at an iron pin on the east side of Sly Alley 104 feet 8 inches south of East Bank Street, running thence east 44 feet 6 inches to an iron pin, meeting an alley 4 feet and 8 inches wide for the use of the owners of the two lots, thence south 61 feet 5 inches, more or less, to the dividing line of the lot formerly owned by J.A. Lanier, thence west along the former J.A. Lanier's line 44 feet 6 inches to Sly Alley; thence northwardly along the east side of Sly Alley 64 feet 5 inches to the point of beginning, excepting a certain parcel of land 19 feet front and 44 feet and 6 inches back, which was conveyed by the said J.A. Lanier and wife to Laura Stafford by deed dated February 24, 1916 and recorded in the abovementioned Clerk's Office in Deed Book 87 at Page 184.
- (g) All that certain lot or parcel of land, with the improvements thereon and appurtenance thereto belonging lying in the City of Petersburg, Virginia, on the south side of East Bank Street, fronting thereon fifty (50) feet, and running back between parallel lines one hundred ninety-three (193) feet, and being a part of the eastern half of Lot No. 6 on Bolling's Plat of Petersburg.
- (h) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia at the southeast corner of East Bank Street and Sly Alley, bearing the current city street number 20 East Bank Street, fronting on the south side of East Bank Street 45.52 feet and extending back therefrom southwardly 119 feet on its western line (which is the eastern line of Sly Alley), and 117.7 feet on its eastern line, having a rear width of 45.52 feet; the metes and bounds of said property being shown on a plat made by F.D. P. Bruner, Engineer, dated July 24, 1951, attached to and recorded along with a deed from L.P. Johnson and others to M.D. Goodrich and Son, Incorporated dated July 25, 1951 and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 179 at Page 493.

The parcel being conveyed being shown on that certain plat entitled "Plat Showing # 18 East Bank Street Lots 2 & 3 Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed

to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

FOURTH 011-220804 - 243 N Sycamore Street

- (a) All that certain lot or parcel of land, with all the improvements thereon and the appurtenances thereto belonging, lying, being and situate at the southeast corner of North Sycamore Street and East Bank Street, in the City of Petersburg, Virginia, fronting on said North Sycamore Street 50 feet, more or less, and on East Bank Street 136 feet, more or less, and bounded on the north by East Bank Street, on the east by Jail or Sly Alley, on the south by property formerly owned by James H. Bailey, and on the west by North Sycamore Street, LESS & EXCEPT that portion of said parcel conveyed to the City of Petersburg by Albert Suttle and wife by deed dated July 30, 1971 and recorded in Deed Book 308 at Page 348 in the Clerk's Office of the Circuit Court of said city.
- (b) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate immediately south of and adjoining the property hereinbefore described, fronting 13 feet 10 inches on Jail or Sly Alley and running back westwardly between parallel lines 18 feet 4 inches, and bounded on the north by the property immediately above described, on the east by Jail or Sly Alley, and on the south and west by other property formerly owned by Petersburg Insurance Company, Incorporated.
- (c) 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, fronting 24 feet, more or less, on the east side of North Sycamore Street, and running back eastwardly on its northern line 109 feet 8 inches, more or less, thence southwardly parallel to Jail or Sly Alley 13 feet 10 inches, more or less, thence eastwardly 18 feet 4 inches, more or less, to Jail or Sly Alley, thence southwardly along said alley 10 feet 2 inches, more or less, thence westwardly parallel to the line first abovementioned 128 feet, more or less, to North Sycamore Street, thence northwardly along North Sycamore Street 24 feet, more or less, to the point of beginning, bounded on the north by property formerly belonging to Petersburg Theatres, Incorporated.
- (d) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate and fronting 27 feet, more or less, on the east side of North Sycamore Street, in the City of Petersburg, Virginia, and extending back eastwardly to Sly Alley, and bounded as follows: on the north by land formerly belonging to James K. Minnis, on the south by land formerly belonging to Charles Brown, on the west by Sycamore Street, and on the east by Sly Alley.

LESS and EXCEPT that portion of the above parcels (c) and (d) conveyed to the City of Petersburg by Albert Suttle and wife by deed dated July 30, 1971 and recorded in Deed Book 308 at Page 348 in the aforementioned Clerk's Office.

- (e) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current city street number 243 North Sycamore Street, fronting on the east side of North Sycamore Street and running back eastwardly to the western line of Sly Alley, the metes and bounds whereof are set forth and described on a certain plat of said property made by R.A. Bristow, Engineer, attached to a deed dated February 18, 1971 from Louis Ginsberg and Shirley P. Ginsberg, husband and wife, to Albert Suttle, recorded in the Circuit Court Clerk's Office of the City of Petersburg, Virginia in Deed Book 305 at Page 690.

LESS and EXCEPT that portion of said parcel conveyed to the City of Petersburg, Virginia by Albert Suttle and wife by deed dated July 30, 1971 and recorded in Deed Book 308 at Page 348 in the abovementioned Clerk's Office.

The parcel being conveyed being shown on that certain plat entitled "Plat Showing # 243 N. Sycamore Street, Part of Lots 1 & 2 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 26, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

FIFTH 011-220018 - 241 N. Sycamore Street

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia on the east side of North Sycamore Street between East Bank Street and Courthouse Avenue, known by the current city street number 241 North Sycamore Street, and bounded and described as follows: Commencing at a point on the east line of North Sycamore Street 121.89 feet south of the intersectional point of the east line of North Sycamore Street with the southern line of East Bank Street, and thence running southwardly along the east line of North Sycamore Street and fronting thereon a distance of twenty-two (22) feet six and one-half (6-1/2) inches, and from said frontage extending back eastwardly between parallel lines (or nearly so) a distance of one hundred fifteen (115) feet to the western line of Sly Alley. A plat of survey of the premises herein described, made by Carter R. Bishop, C.E., dated February 26, 1927, is attached to and recorded with a certain deed of trust from Archie Wice and wife to Virginia Trust Company, Trustee, dated March 1, 1927 and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia I Deed Book 112, Page 562, reference to which is here made, said property being further shown on that certain plat entitled "Plat Showing # 241 N. Sycamore Street, Part of Lots 1 & 2 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline

Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

SIXTH 011-140014 - 301 N. Sycamore Street

All those two certain lots described on a plat made by C.R. Bishop, Chief Eng., dated December 12, 1929, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 119 at Page 452, as follows:

All that certain lot or parcel of land situate at the intersection of the northerly line of East Bank Street and the easterly line of Sycamore Street; extending thence (1) along said easterly side of Sycamore Street northwardly 20.9 feet to a point in the line of land designated as Lot #2 on the above mentioned survey; thence (2) along the line of said lot eastwardly 87.0 feet to a point on the westerly side of a certain alley which extends northwardly from East Bank Street (at which point it is 7 feet wide) a distance of 41 feet (at which northern extremity said alley is 8.20 feet wide); thence (3) along the westerly line of said alley southwardly 21.0 feet to the northerly line of East Bank Street; thence (4) westwardly 85.1 feet to the first mentioned point and place of beginning; being designated as Lot #1 on the abovementioned survey.

All that certain lot or parcel of land situate on the easterly line of Sycamore Street at a distance of 20.9 feet northwardly from the northerly line of East Bank Street; extending thence (1) along said easterly line of Sycamore Street 20.5 feet to a point in land formerly of Louis Rosenbloom; thence (2) along said land eastwardly 87.92 feet to a point on the westerly line of the abovementioned alley; thence (3) along said alley southwardly 20 feet to a point in the line of land designated as Lot #1 on abovementioned survey; and thence (4) along the line of said lot westwardly 87.0 feet to the first mentioned point and place of beginning; being designated as Lot #2 on above-mentioned survey.

Said property being shown on that certain plat entitled "Plat Showing # 241 N. Sycamore Street, Part of Lots 1 & 2 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

SEVENTH 011-140020 - 315 N. Sycamore Street

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia at the southeast intersection of

North Sycamore and Bollingbrook Streets, and more particularly described according to a plat of survey made by F.D.P. Bruner, Engineer, dated July 23, 1959, revised September 30, 1959, a copy of which is recorded along with the deed from Tidewater Oil Company, a Delaware corporation to Master Chevrolet Sales, Incorporated, a Virginia corporation, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 266 at Page 300, as follows: BEGINNING at the intersection of the easterly line of North Sycamore Street with the southerly line of Bollingbrook Street; thence along the east right-of-way line of North Sycamore Street S.0 degrees 37' E. 77.33 feet to a point; thence N 89 degrees 21' E. 88.20 feet to a point; thence N 0 degrees 23' W. 3 feet; thence N. 89 degrees 37' E. 4.5 feet; thence N 0 degrees 23' W. 7.05 feet; thence S 89 degrees 37' W. 4.5 feet; thence N 0 degrees 23' W. 15.75 feet; thence S 87 degrees 24' W. 28.38 feet; thence N 0 degrees 50' W. 51.95 feet to the southerly line of Bollingbrook Street; thence along the southerly line of Bollingbrook Street S 89 degrees 52' W. 59.58 feet to the point of beginning. Said property being further shown on that certain plat entitled "Plat Showing # 315 N. Sycamore Street, Part of Lot 19 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

EIGHTH 011-140011 - 17 E. Bank Street

All those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia on the north side of East Bank Street, and known by the current city street numbers as #13-15, 17, 19, 21-25 East Bank Street, and as further shown and described on a certain plat entitled "Plat of #16, 18-20, 24, 26 Bollingbrook Street and #13-15, 17, 19, 21-25 East Bank Street, Petersburg, Virginia for Albert Suttle, Sr.", made by Charles C. Townes & Associates, dated December 15, 1983 and recorded in the Circuit Court Clerk's Office of said city in Deed Book 401 at Page 436. Said property being further shown on that certain plat entitled "Plat Showing # 17 East Bank Street, Part of Lot 20 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

NINTH 011-140009 - 35 E. Bank Street

- (a) All that certain piece or parcel of land situate in the City of Petersburg, Virginia, with the improvements thereon situate and the appurtenances thereunto belonging, fronting on the south side of Bollingbrook Street 48 feet 2 inches, more or less, and

running back in a southerly direction to East Bank Street, on which street it fronts 41 feet 5 inches, more or less, together with all right, privileges an ownership now existing in the present owner of said property in the east and west walls of the building situate on said property and the ground upon which said walls are located, as set out in deeds recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 22 at Page 15 and Deed Book 24 at Page 21.

- (b) 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 East Bank Street in the City of Petersburg, Virginia, fronting thereon 34 feet, more or less, and running back northwardly between practically parallel lines 110 feet, more or less, and bounded as follows, to-wit: to the north by property formerly belonging to Timothy Rivers and William I. Jones, on the east by property formerly belonging to B.D. Booth, on the south by East Bank Street, and on the west by the property belonging to the Estate of H. Peroneau Brown, the property above described being the southern portion of Lot Number 22 on Bolling's plat recorded in the Circuit Court Clerk's Office in Deed Book 1 at Page 301.

- (c) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the south side of Bollingbrook Street in the City of Petersburg, Virginia, fronting thereon 33 feet 4 inches, more or less, and running back southwardly between parallel lines 107 feet 9 inches, more or less, and bounded as follows: on the north by Bollingbrook Street, on the east by property formerly owned by B.D. Booth, on the south by the property conveyed by the heirs of S.H. Jones and the heirs of Timothy Rives to the Columbian Peanut Company by deed dated July 5, 1900, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 63 at Page 104, on the west by property formerly belonging to the Estate of H. Peroneau Brown; Together with the joint use in common with the property conveyed as aforesaid to the Columbian Peanut Company of an alley running from East Bank Street northwardly under an archway on the east side of the building upon the land conveyed as aforesaid to Columbian Peanut Company, which said alley is for the joint use of the said property of the said company and the property hereby conveyed, the property hereby conveyed being subject to the right of the owner of the lot lying to the east thereof on Bollingbrook Street of the joint use with the owner of the property hereby conveyed of the division wall between the two lots and the buildings thereon.

- (d) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, and more particularly described as follows: Beginning at a point marking the intersection of the north line of East Bank Street with the west line of Second Street; thence northwardly along the west line of Second Street 130 feet, more or less, to

what was a previously the center line of the north wall of a building on the property hereby conveyed, which was a party wall; thence westwardly along what was the center line of said wall 50 feet, more or less, to the center of what was the partition wall between the property hereby conveyed and that which formerly adjoined it on the west, thence southwardly along what was the center line of said partition wall 60 feet, more or less, to a point; thence westwardly at right angles along what was the northern line of another wall 4 feet 5 inches to a point; thence continuing westwardly along said last mentioned line 2 feet to a point; thence southwardly along a line parallel with what was the west wall of the property hereby conveyed 70 feet, more or less, to the north line of East Bank Street; thence eastwardly along the north line of East Bank Street 48 feet to the point of beginning.

The parcel being conveyed being as being shown on that certain plat entitled "Plat Showing # 35 East Bank Street, Lots 22, 23 & Part of 21 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

TENTH 011-140004 - 20 Bollingbrook Street

All those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia on the south side of Bollingbrook Street, and known by the current city street numbers as 16, 18-20, 24 and 26 Bolingbrook Street, and as further shown and described on a certain plat entitled "Plat of #16, 18-20, 24 and 26 Bollingbrook Street and #13-15, 17, 19, 21-25 East Bank Street, Petersburg, Virginia, for Albert Suttle, Sr.", made by Charles C. Townes & Associates, dated December 15, 1983, which plat is attached to and made a part of the deed from Marie Schwarz and Edward F. Schwarz, her husband, to Albert Suttle, Sr. and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia Deed Book 401 at Page 436. The property being conveyed being shown on a certain plat shown on that certain plat entitled "Plat Showing # 20 Bollingbrook Street, Part of Lot 20 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

ELEVENTH 011-090015 -31 Bollingbrook Street

- (a) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, fronting

on the north side of Bollingbrook Street 34.65 feet, more or less, and running back therefrom 150 feet to Bear Alley, and having a rear width of 37.5 feet, more or less, said property being known by the current city street numbers 31-33 Bollingbrook Street.

- (b) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying on the north side of Bollingbrook Street in the City of Petersburg, Virginia, and being a part of Lots Nos. 40 and 41 on a plat of Bollingbrook Street, said property fronting on the north side of Bollingbrook Street 30 feet, more or less, and running back between parallel lines to an alley about 150 feet, more or less.

LESS, SAVE and EXCEPT that portion of said lots conveyed to the City of Petersburg by Irving L. Dorsk and wife by deed dated June 28, 1958, which is recorded in Deed Book 209, at Page 177, to which deed and the plat recorded therewith in Deed Book 209, at Page 179, reference is here made for a further and more complete description of the property hereby conveyed.

The property being conveyed being shown on a certain plat entitled "Plat Showing # 20 Bollingbrook Street, Part of Lot 20 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

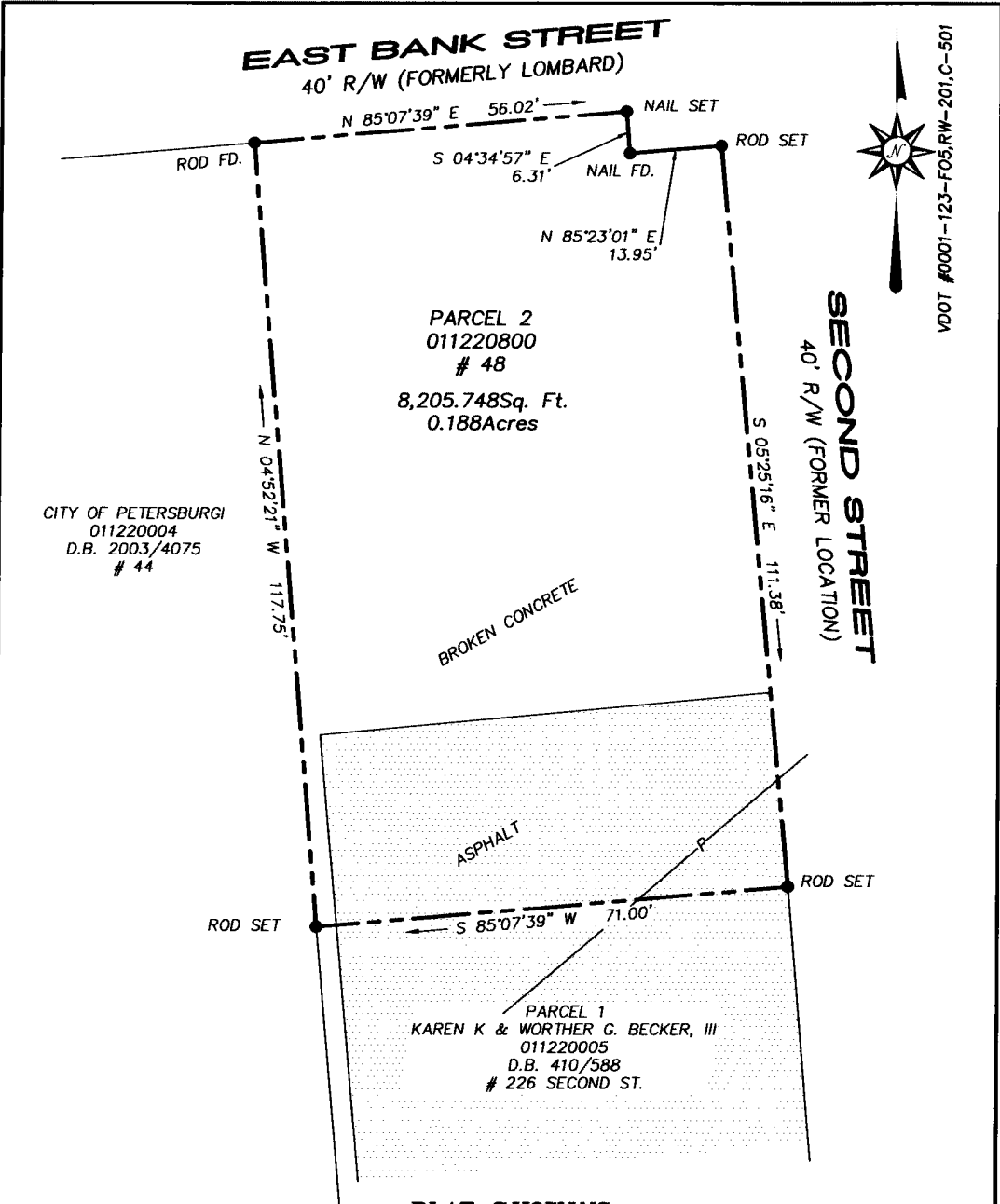
EXHIBIT B

TWELFTH 011-220005 - 226 Second Street

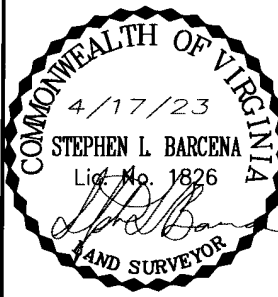
All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying at the southwest corner of East Bank and Second Streets in the City of Petersburg, Virginia, fronting 71 feet, more or less, on the south side of Est Bank Street and running back therefrom southwardly between parallel lines (parallel to the western line of Second Street) 217 feet 9 inches; and being in all respects the same property conveyed to Delta Properties as the first item in a certain deed from First and Merchants National Bank, Trustee, dated December 31, 1965, and recorded in the Clerk's Office of the Circuit (formerly Hastings) Court of the City of Petersburg, Virginia, in Deed Book 278, at page 408.

LESS, SAVE, and EXCEPT that portion of the property shown as Parcel Two (2) on a plat entitled "Plat of #48 East Bank Street, Petersburg, Virginia", made by Charles C. Townes & Associates, dated December 2, 1982, and recorded along with and made a part of the deed dated December 20, 1982, from Worther Guy Becker, III and Karen K. Becker, husband and wife, to Albert Suttle Sr., recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 410 at Page 588.

The property being conveyed being shown on a certain plat entitled "Plat Showing # 226 Second Street, Parcel 1 of Lot 5 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 403. IT BEING a portion of the same property conveyed to Worther G. Becker, III and Karen K. Becker by deed dated November 10, 1982 from Delta Properties, acting by Delta Oil Company, its general partner, recorded in the Clerk's Office aforesaid in Deed Book 393 page 72.

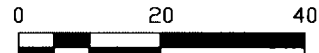


**PLAT SHOWING
48 EAST BANK STREET, PARCEL 20F
LOT 23 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



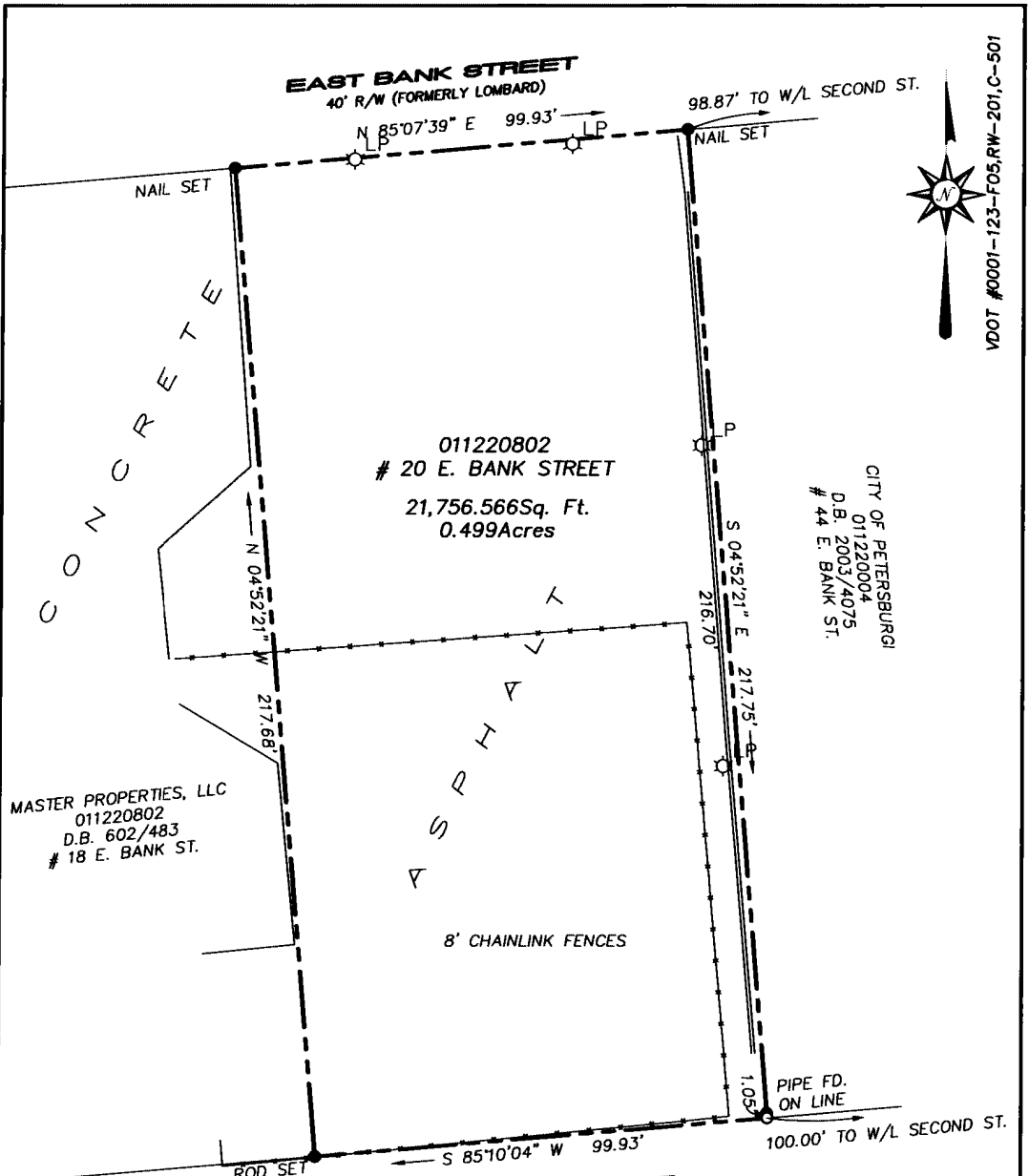
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.

THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



	BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
	DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB		
CHECKED BY:	CALC. CHK.: SLB	
JOB NO.: 23554	F.B. O.P.	

NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO. _____ REV.: _____



VDOT #0001-123-F05,RW-201,C-501

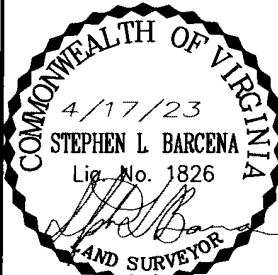
011220802
20 E. BANK STREET
21,756.566Sq. Ft.
0.499Acres

CITY OF PETERSBURG
011220004
D.B. 2003/4075
44 E. BANK ST.

MASTER PROPERTIES, LLC
011220802
D.B. 602/483
18 E. BANK ST.

8' CHAINLINK FENCES

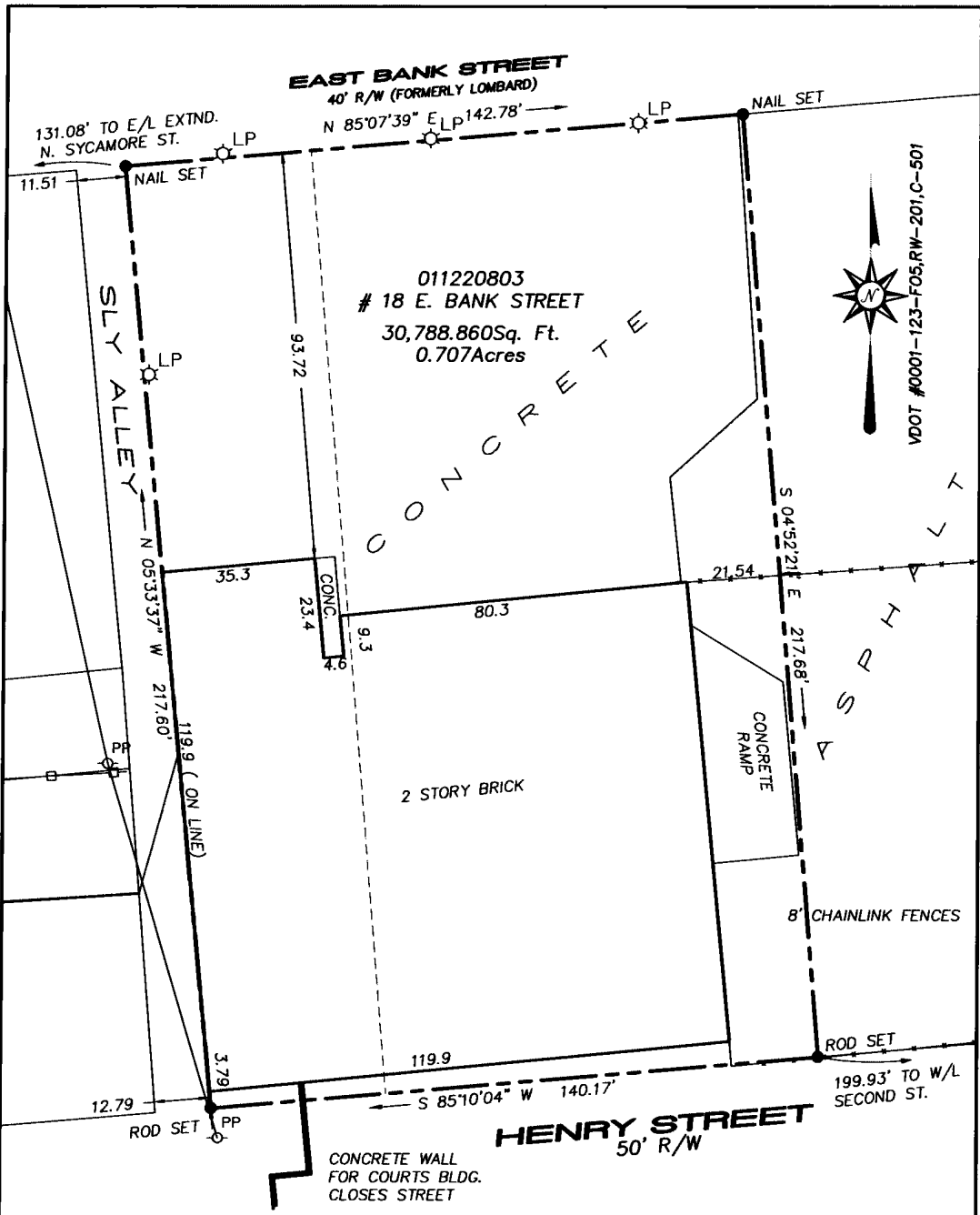
**PLAT SHOWING
20 EAST BANK STREET LOT 4
ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



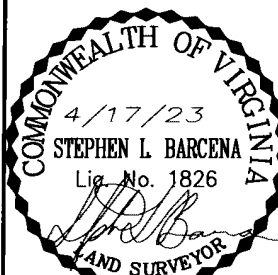
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

0 30 60

<p>BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BL523803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517</p>	DATE: APRIL 17, 2023	SCALE: 1" = 30'	
	DRAWN BY: SLB		
CHECKED BY:	CALC. CHK.: SLB		
PREVIOUS JOB NO.	REV.:	JOB NO.: 23555	F.B. LL.

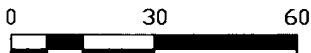


**PLAT SHOWING
18 EAST BANK STREET LOTS 2 & 3
ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.

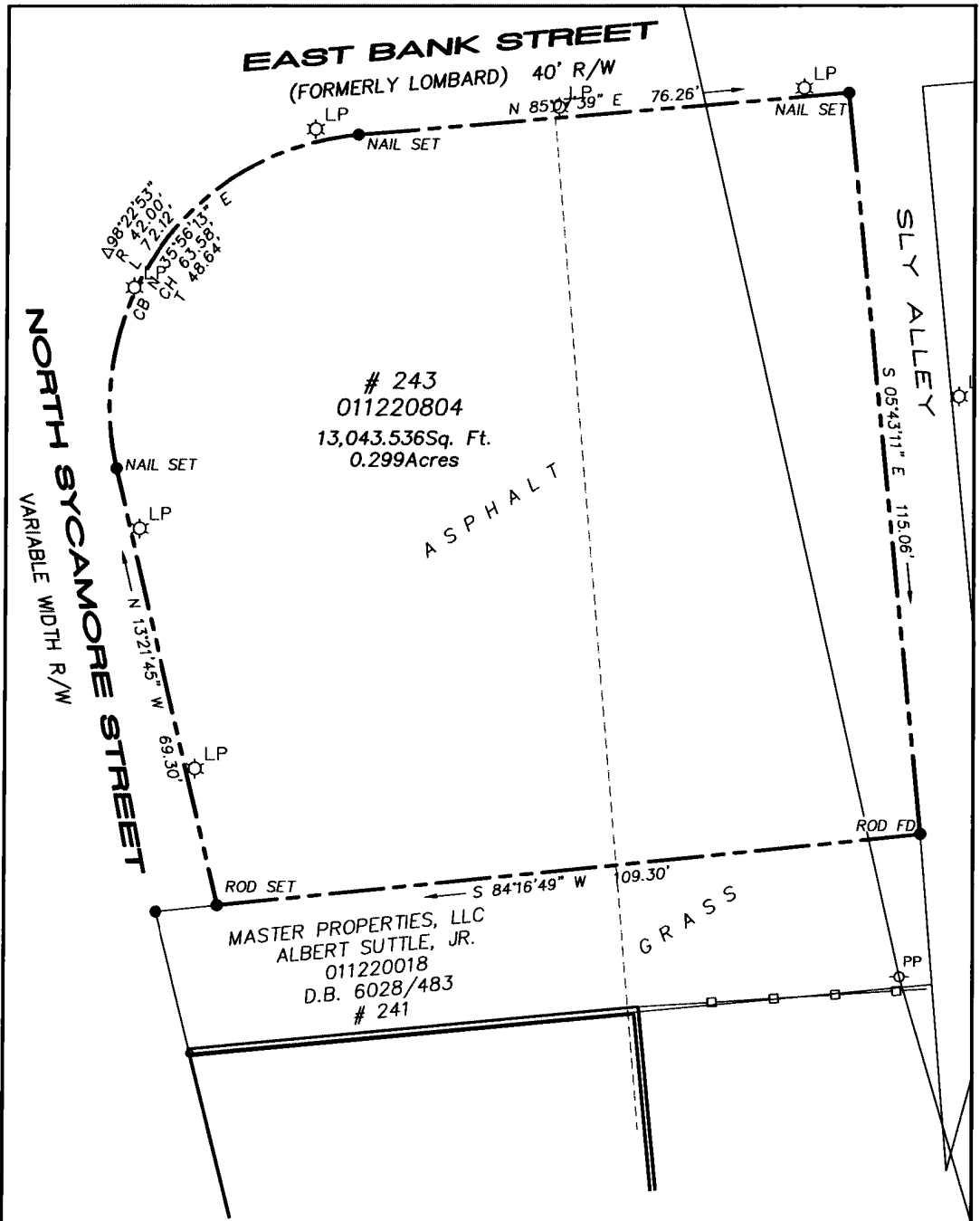
THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 510120007D, DATED 12/15/2022.



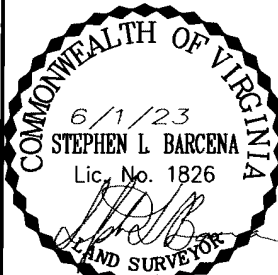
	BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
	DATE: APRIL 17, 2023	SCALE: 1" = 30'
DRAWN BY: SLB		
CHECKED BY:	CALC. CHK.: SLB	
JOB NO.: 23556	F.B. L.L.	

NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

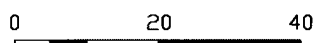
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**PLAT SHOWING
243 N. SYCAMORE STREET, PART OF
LOTS 1 & 2 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



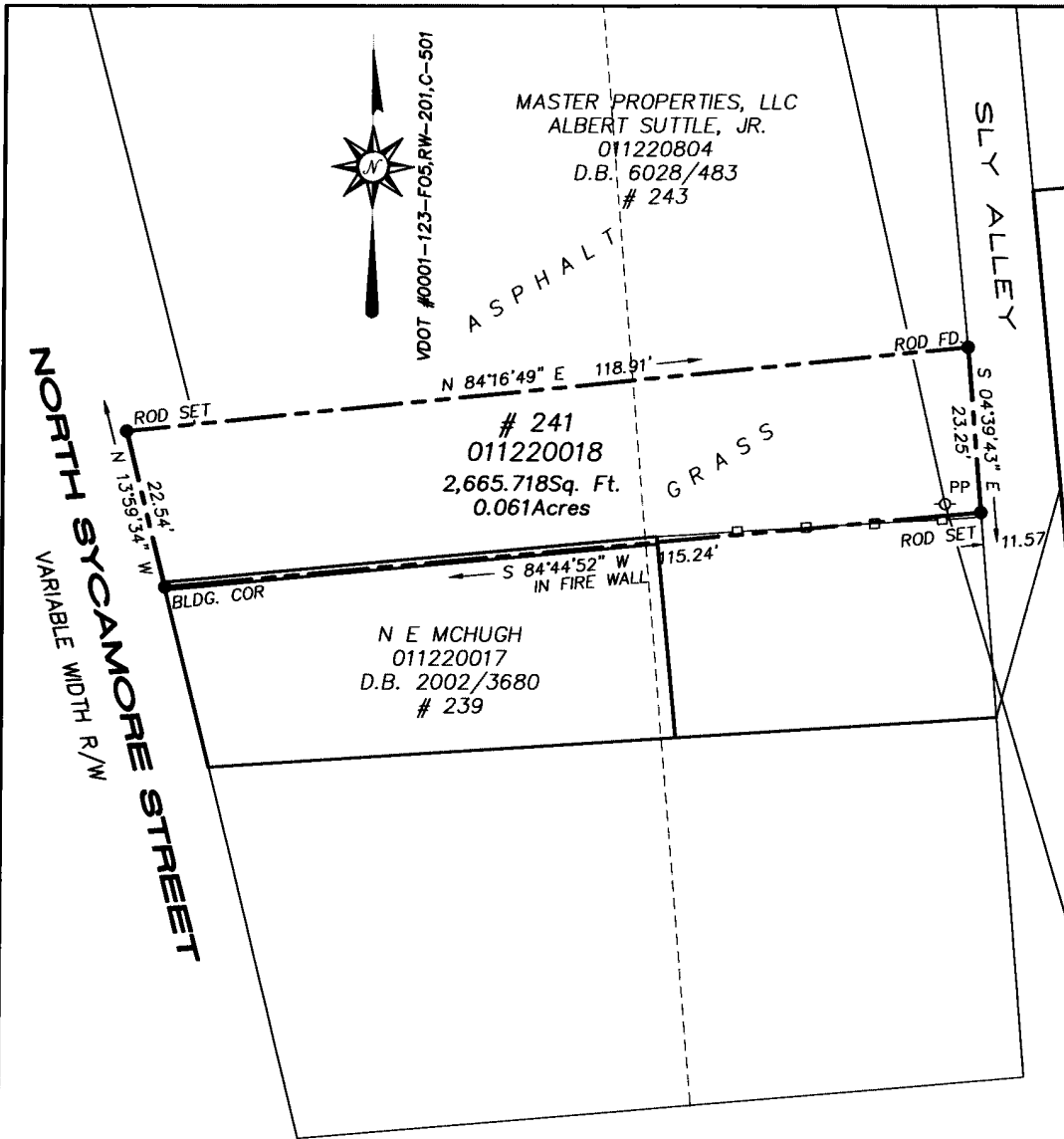
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/26/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.
THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



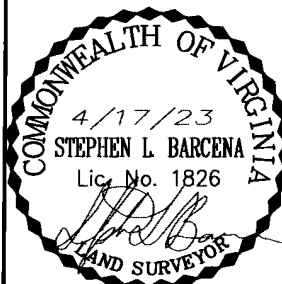
	BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BL523803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517
	DATE: APRIL 26, 2023 SCALE: 1" = 20' DRAWN BY: SLB CHECKED BY: CALC. CHK.: SLB JOB NO.: 23615 F.B. LL

NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

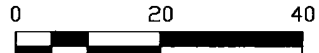
REV: 6/1/23



**PLAT SHOWING
241 N. SYCAMORE STREET, PART OF
LOTS 1 & 2 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



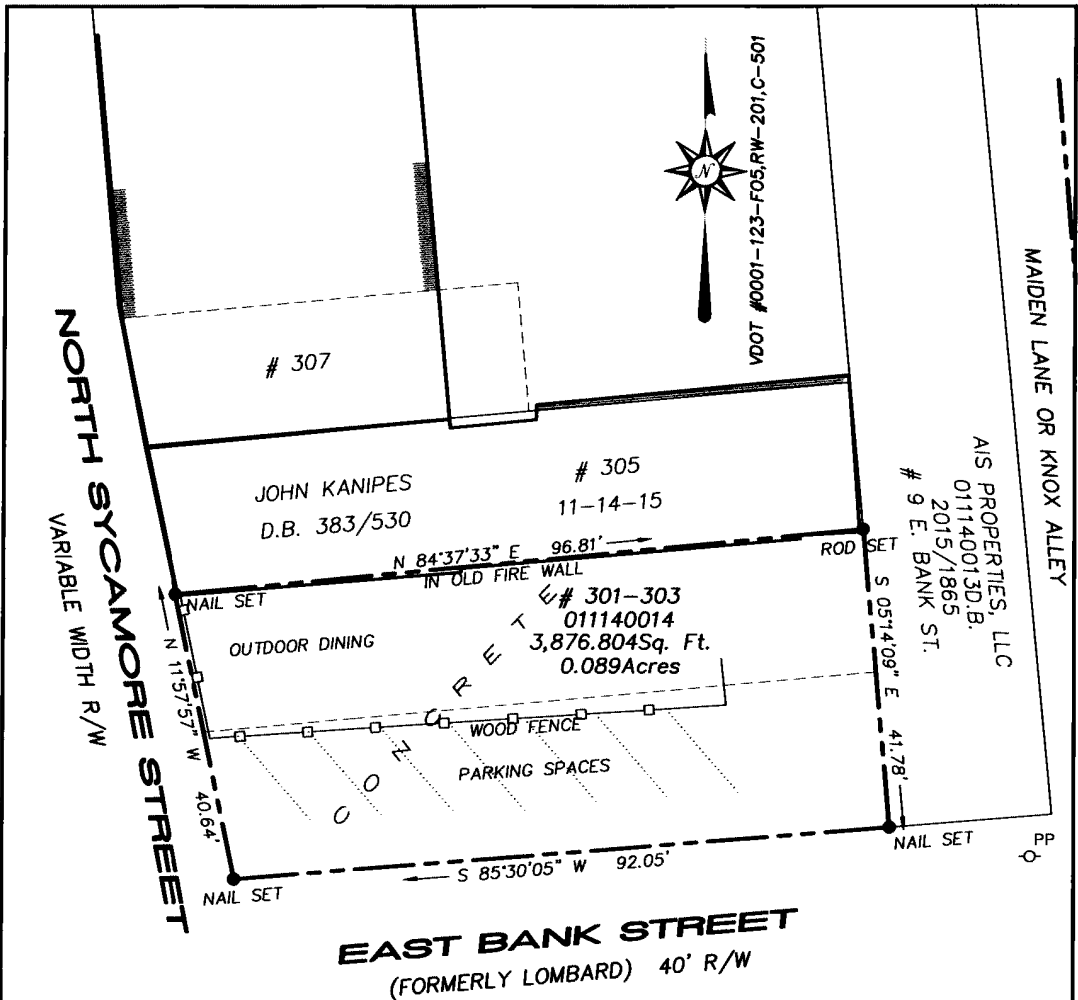
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



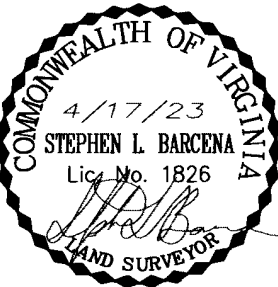
<p>BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517</p>	DATE: APRIL 17, 2023	SCALE: 1" = 20'
	DRAWN BY: SLB	CHECKED BY:
	JOB NO.: 23558	F.B. LL

NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

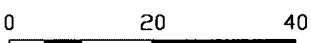
REV.:




**PLAT SHOWING
301 N. SYCAMORE STREET, PART OF
LOT 19 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



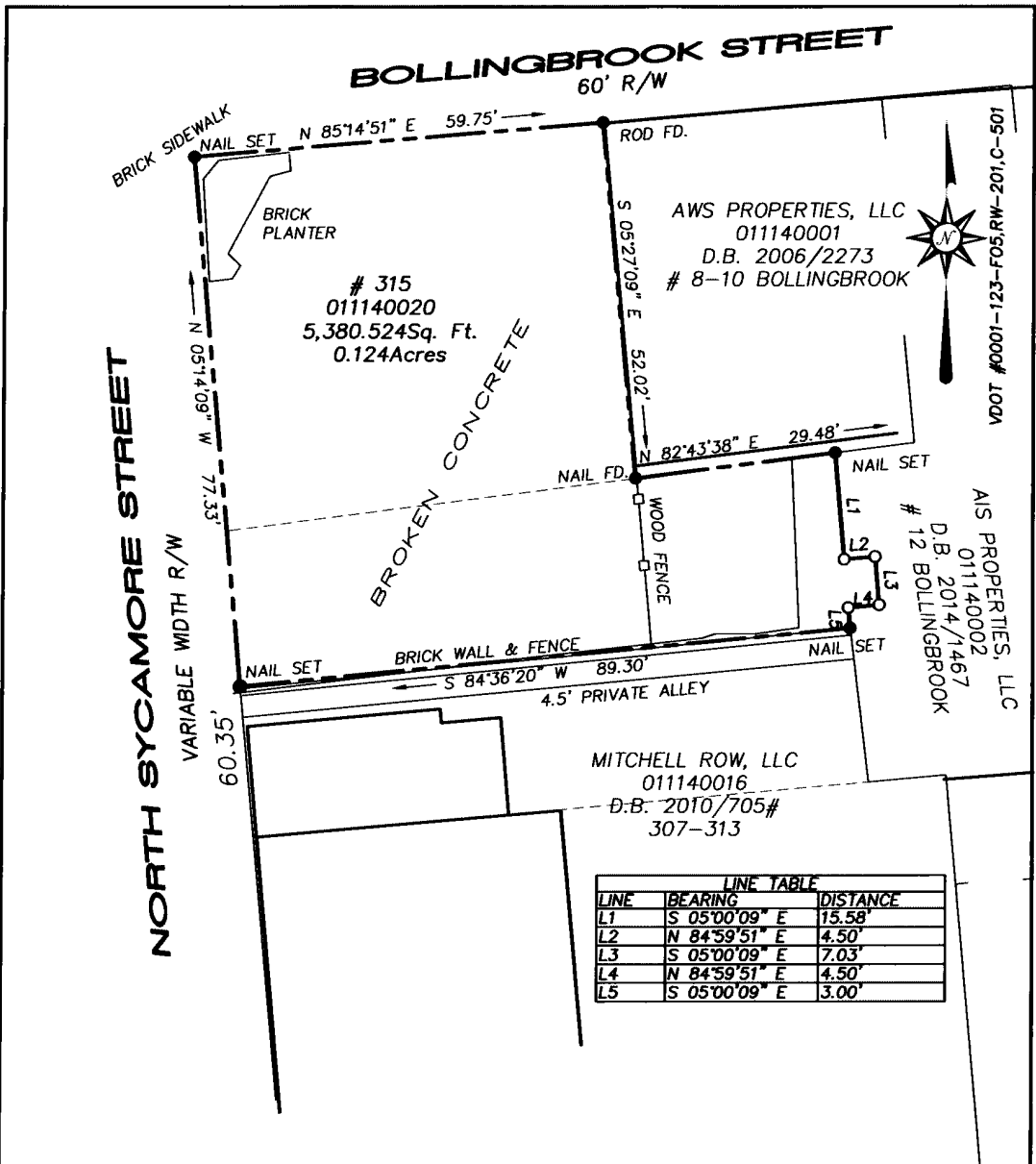
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



 BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	CHECKED BY: CALC. CHK.: SLB
CHECKED BY:	F.B. LL
JOB NO.: 23559	F.B. LL

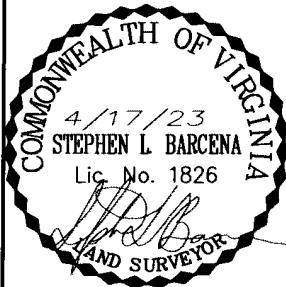
NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

REV.:

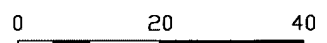


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°00'09" E	15.58'
L2	N 84°59'51" E	4.50'
L3	S 05°00'09" E	7.03'
L4	N 84°59'51" E	4.50'
L5	S 05°00'09" E	3.00'

**PLAT SHOWING
315 N. SYCAMORE STREET, PART OF
LOT 19 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

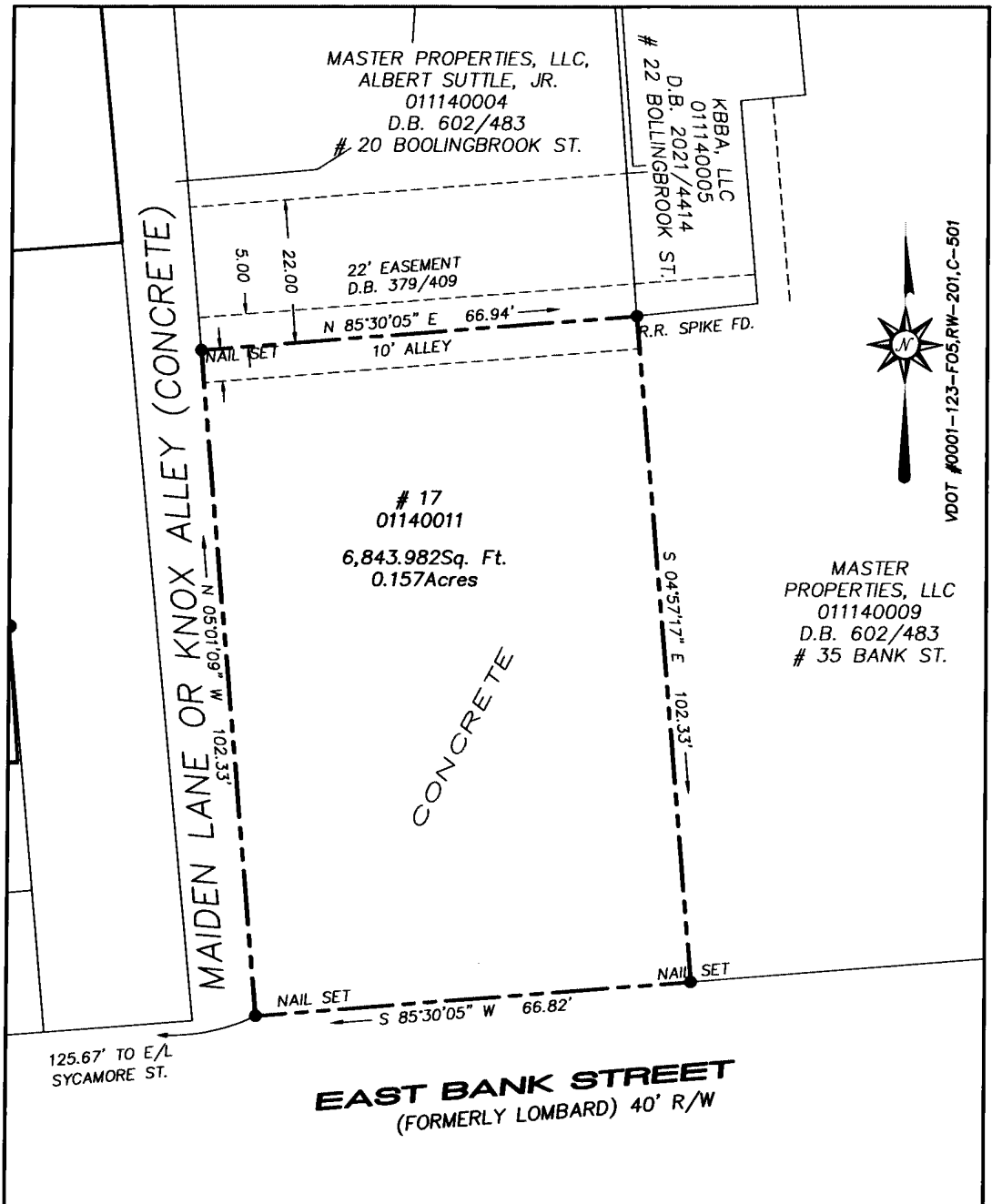


**BASELINE
LAND SURVEYING**
526 GROVE AVENUE
PETERSBURG, VIRGINIA 23803
BLS23803@MSN.COM
PH.: 804.520.9180 / FX.: 804.722.9517

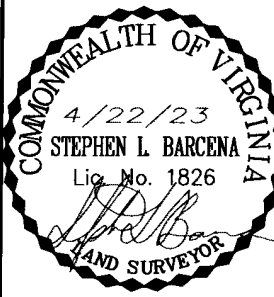
DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	CHECKED BY:
CHECKED BY:	CALC. CHK.: SLB
JOB NO.: 23563	F.B. LL

NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

REV.:



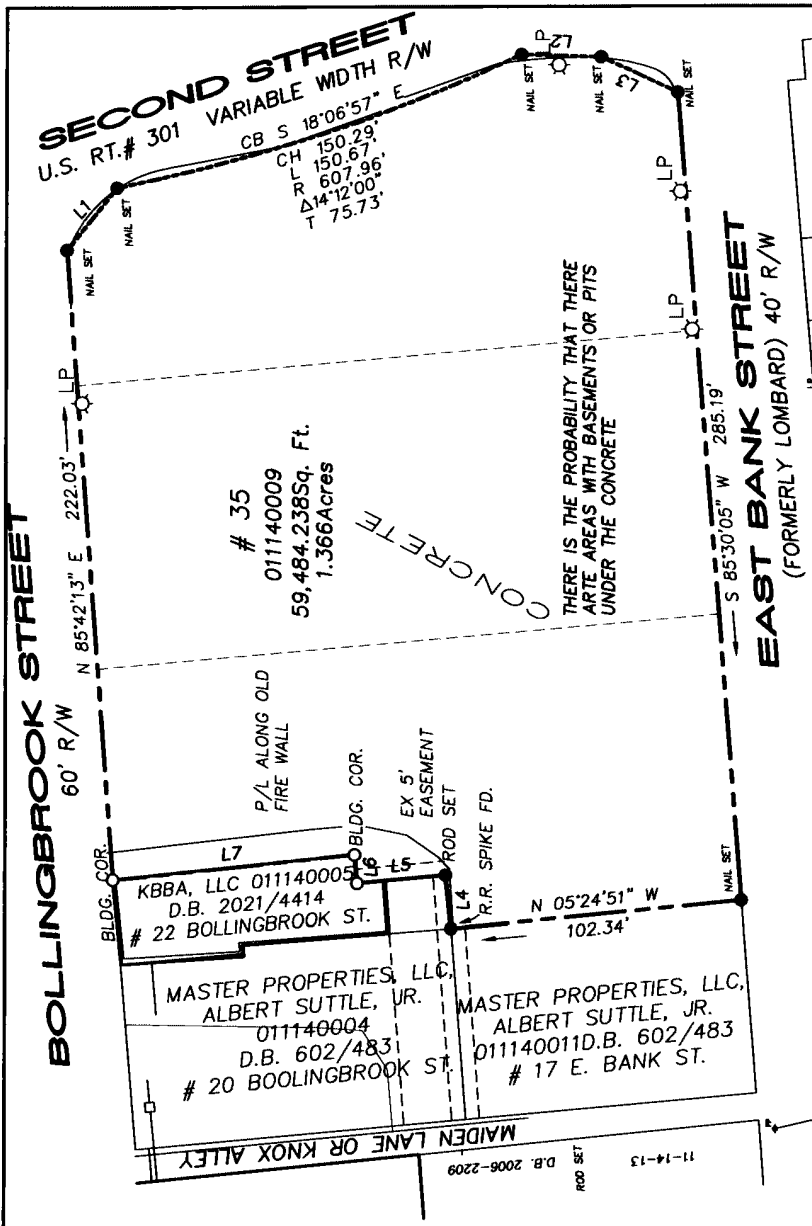
**PLAT SHOWING
17 EAST BANK STREET, PART OF
LOT 20 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 3/22/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 51011200070, DATED 12/15/2022.

BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BL523803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
DATE: MARCH 22, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	CHECKED BY: SLB
CHECKED BY: SLB	CALC. CHK.: SLB
PREVIOUS JOB NO.	REVISION: 4/22/23
JOB NO.: 23560	F.B. 210/3

NOT VALID UNLESS SIGNED IN RED



BASELINE LAND SURVEYING
 526 GROVE AVENUE
 PETERSBURG, VIRGINIA 23803
 BL 5263803@MSN.COM
 PH.: 804.520.9180 / FX.: 804.722.9517
 DATE: APRIL 17, 2023 SCALE: 1" = 30'
 DRAWN BY: SLB
 CHECKED BY: CALC. CHK.: SLB
 JOB NO.: 23562 F.B. L.L.

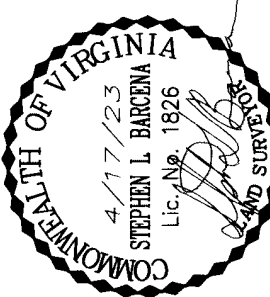
PLAT SHOWING # 35 EAST BANK STREET LOTS 22, 23 & PART OF 21 ~ ROBERT BOLLING ESTATE PETERSBURG, VIRGINIA

LINE	BEARING	DISTANCE
L1	S 51°07'40" E	28.22
L2	S 01°47'00" W	27.97
L3	S 25°19'52" W	29.50
L4	N 83°59'47" E	18.82
L5	N 05°05'00" W	31.28
L6	N 84°43'39" E	10.05
L7	N 05°46'41" W	185.43

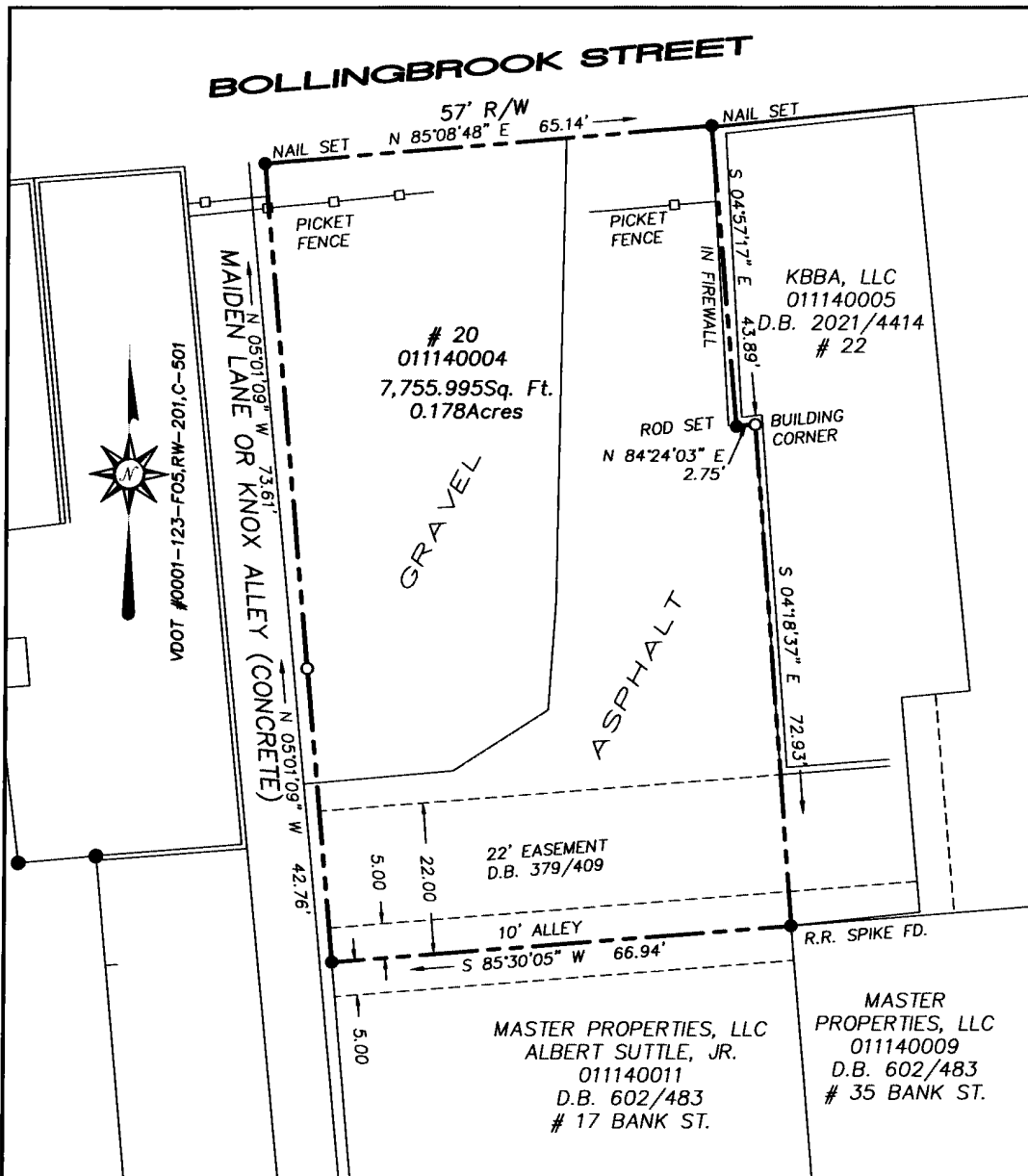


VDOT #0001-123-F05,RW-201,C-501

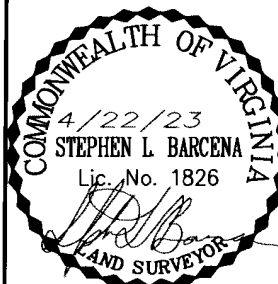
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ANY RECENT AERIAL PHOTOGRAPHS OR ANY ENCUMBRANCES THAT MAY BE SUBJECT TO THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM OTHER PREMISES, UPON ADJOINING PREMISES OR THIS PROPERTY; IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



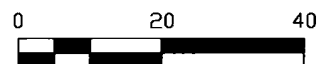
NOT VALID UNLESS SIGNED IN RED
 PREVIOUS JOB NO.



**PLAT SHOWING
20 BOLLINGBROOK STREET, PART OF
LOT 20 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 3/22/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120070, DATED 12/15/2022.



**BASELINE
LAND SURVEYING**
526 GROVE AVENUE
PETERSBURG, VIRGINIA 23803
BLS23803@MSN.COM
PH.: 804.520.9180 / FX.: 804.722.9517

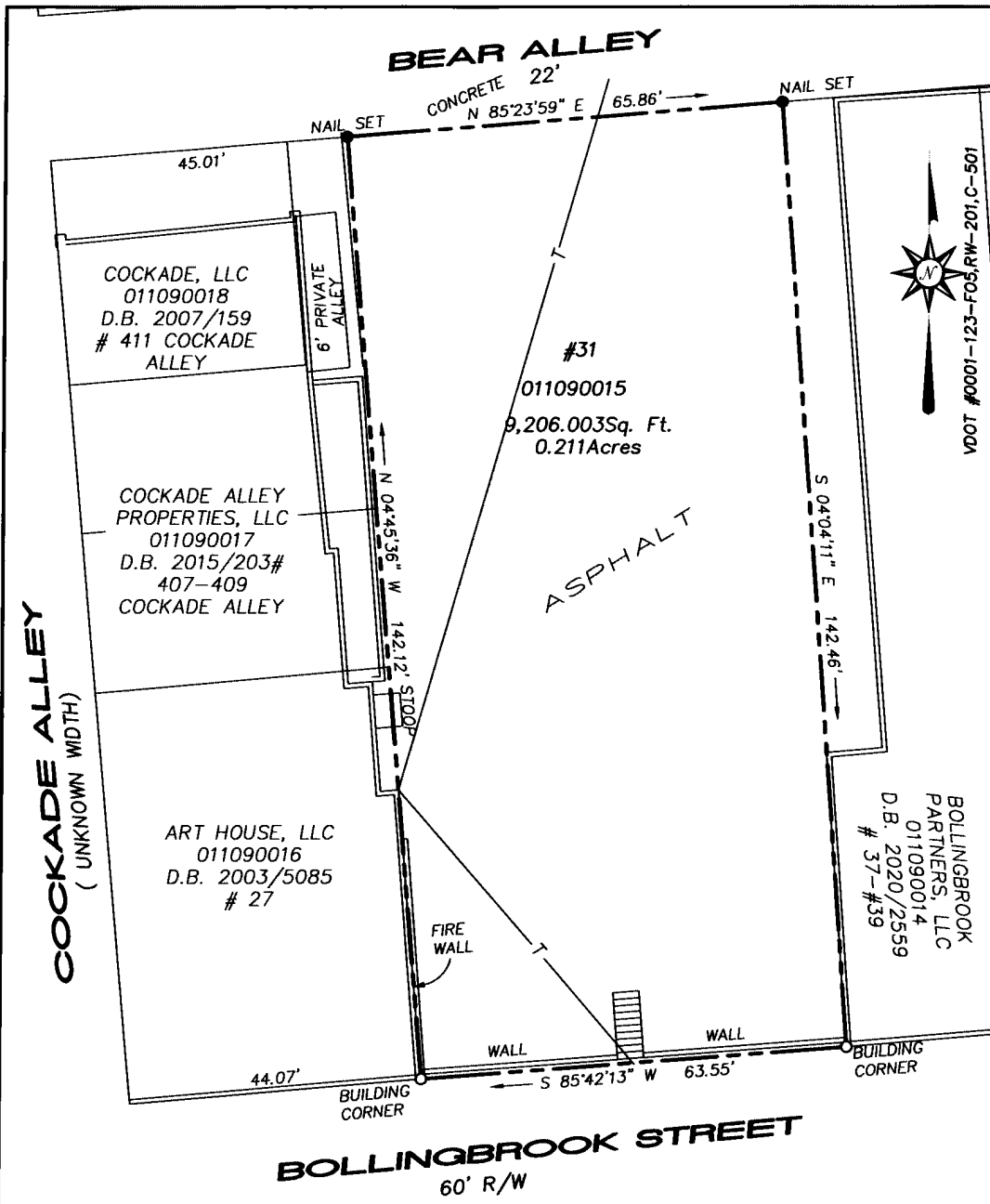
DATE: MARCH 22, 2023 SCALE: 1" = 20'

DRAWN BY: SLB

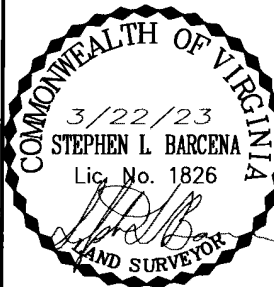
CHECKED BY: CALC. CHK.: SLB

JOB NO.: 23563 F.B. 210/3

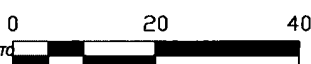
NOT VALID UNLESS SIGNED IN RED PREVIOUS JOB NO. REV.: 4/22/23



PLAT SHOWING
31 BOLLINGBROOK STREET
PART OF LOT 40 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 3/22/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 2022.

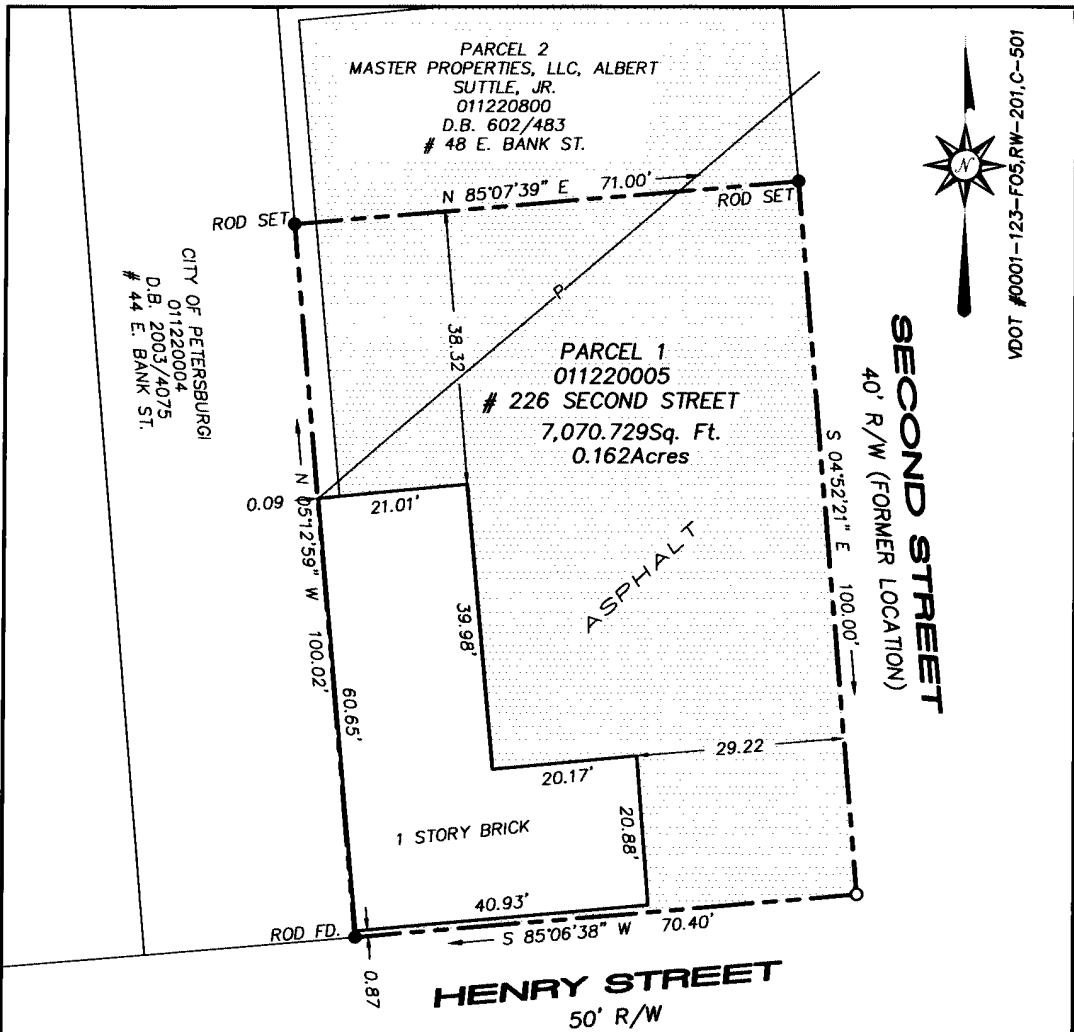


BASELINE LAND SURVEYING
 526 GROVE AVENUE
 PETERSBURG, VIRGINIA 23803
 BLS23803@MSN.COM
 PH.: 804.520.9180 / FX.: 804.722.9517

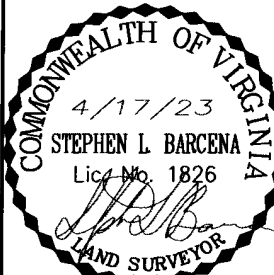
DATE: MARCH 22, 2023 SCALE: 1" = 20'
 DRAWN BY: SLB
 CHECKED BY: CALC. CHK.: SLB
 JOB NO.: 23564 F.B. 210/1

NOT VALID UNLESS SIGNED IN RED
 PREVIOUS JOB NO.


REV.:



**PLAT SHOWING
226 SECOND STREET, PARCEL 1
OF LOT 5 ~ ROBERT BOLLING ESTATE
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

 <p>BASELINE LAND SURVEYING 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517</p>	
DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	
CHECKED BY:	CALC. CHK.: SLB
JOB NO.: 23565	F.B. LL.

NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

REV.: 4/21/23

INSTRUMENT 202302112
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG CIRCUIT COURT ON
JUNE 15, 2023 AT 03:23 PM
\$3232.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$1616.00 LOCAL: \$1616.00
MAYTEE E. PARHAM, CLERK
RECORDED BY: KMN



OFFICIAL RECEIPT
PETERSBURG CIRCUIT COURT
DEED RECEIPT

DATE : 06/15/2023 TIME : 15:23:31 CASE # : 730CLR202302112
RECEIPT # : 23000005804 TRANSACCTION # : 23061500025 PACKAGE NAME : BOLLINGBROOK PROPERTIES ET AL TO CITY OF PETERSBURG
CASHIER : KMN REGISTER # : H996 FILING TYPE : DBS PAYMENT : FULL PAYMENT
INSTRUMENT : 202302112 BOOK : PAGE : RECORDED : 06/15/2023 AT : 15:23
GRANTOR : BOLLINGBROOK PROPERTIES LLC EX : N LOC : CI
GRANTEE : CITY OF PETERSBURG EX : Y PCT : 100%
RECEIVED OF : PENDER & COWARD PC>

ELECTRONIC FUND TRANSFER : \$3,273.00 ADDRESS : 13 N UNION STREET PETERSBURG, VA 23803
DESCRIPTION 1 : 48 BANK ST E
NAMES : 0
CONSIDERATION : \$3,232,000.00 ANVAL : \$1,252,700.00
PIN OR MAP : 011220800

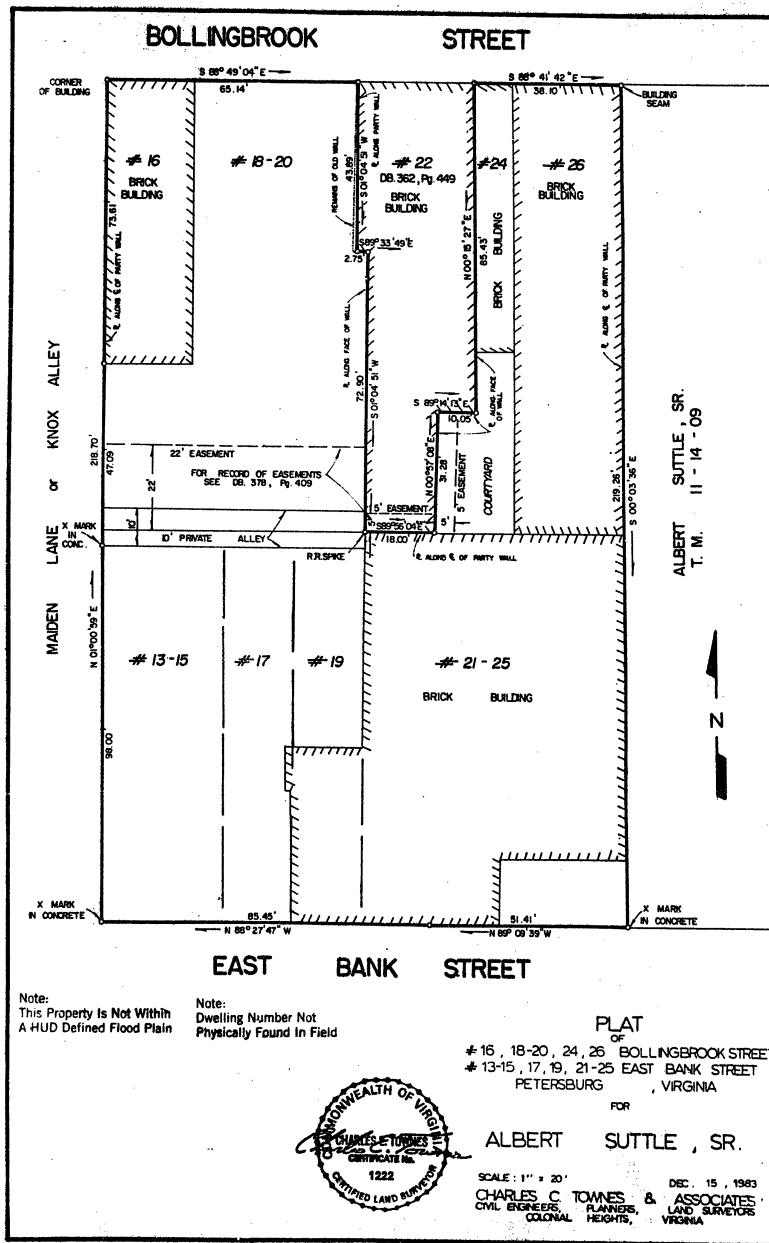
PAGES : 027 OP : 0

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00
038	STATE GRANTOR TAX	\$1,616.00
106	TECHNOLOGY TRST FND	\$5.00
145	VSLF	\$3.50

ACCOUNT CODE	DESCRIPTION	PAID
212	TRANSFER FEES	\$1.00
220	COUNTY GRANTOR TAX	\$1,616.00
301	CLERK RECORDING/INDEXING FEE	\$28.50

TENDERED : \$ 3,273.00
AMOUNT PAID : \$ 3,273.00

153



Note:
This Property Is Not Within
A HUD Defined Flood Plain

Note:
Dwelling Number Not
Physically Found In Field

PLAT
OF
16, 18-20, 24, 26 BOLLINGBROOK STREET
13-15, 17, 19, 21-25 EAST BANK STREET
PETERSBURG, VIRGINIA
FOR
ALBERT SUTTLE, SR.



SCALE: 1" = 20'
DEC. 15, 1983
CHARLES C. TOWNES & ASSOCIATES
CIVIL ENGINEERS, PLANNERS,
LAND SURVEYORS
COLONIAL HEIGHTS, VIRGINIA

Plat Book 4 Page 153
Deed Book 401 page 436

VIRGINIA: In the Clerk's Office of the Circuit Court of the
City of Petersburg, the 22nd day of December A.D. 1983
The foregoing Instrument was this day lodged in said
office and, with the certificate annexed, admitted to record
at 3:45 o'clock P.M.

Witness:
Walter J. ...



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ZEBRINA MEADE for the Development of 746 Mount Airy Street, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ZEBRINA MEADE for the Development of 746 Mount Airy Street, Located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from ZEBRINA MEADE to purchase the City-owned property at 746 Mount Airy 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 746 Mount Airy Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 746 Mount Airy-Zebrina Meade-

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned property at 746 Mount Airy Street.

WHEREAS, the City of Petersburg has received a proposal from ZEBRINA MEADE to purchase the City-owned property at 746 Mount Airy 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 the Purchase Agreement with ZEBRINA MEADE toward the sale and development of City-owned property located at 746 Mount Airy Street.

PROJECT BRIEF

Developer:	Zebrina Meade
Project Address:	746 Mount Airy
Assessed Value:	\$900.00
Offer Amount:	\$900.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 900

Consideration: \$ 900

Tax Map No.: 030220013

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 7-17-25, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Lebr. na Meade 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: 746 Mount Airy St., Tax Map Number: 030220013 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 \$900.00 (\$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 \$90.00 (\$90.00) (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 September 2025. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made September 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

PURCAHSER:

Zebrina Meade 

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: Lebrina Meade

By: [Signature]

Title: Purchaser

Date: 7-17-25

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



PO Box 3000 • Merrifield VA • 22119-3000
navy.federal.org

Statement Period
05/20/25 - 06/19/25

Access No. [REDACTED]

Statement of Account

#BWNLLSV

#000000R2ROVYU5A0#000JMU00F

ZEBRINA MEADE 201 HINTON ST APT 156
PETERSBURG VA 23803-3886

Routing Number: 2560-7497-4

Questions about this Statement?

Toll-free in the U.S. 1-888-842-6328

For toll-free numbers when overseas,
visit navyfederal.org/overseas/
Collect Internationally 1-703-255-8837

Say "Yes" to Paperless! View your
digital statements via Mobile or Navy
Federal Online Banking.

IMPORTANT CHANGE IN TERMS OF SERVICE EFFECTIVE AS OF 23 JUNE 2025

We are amending our funds availability policy concerning the deposit of checks into consumer and business accounts. The details of the change can be found here: navyfederal.org/campaigns/emessage/change-in-terms-notice.html.

Please read this information carefully. If you have any questions, please contact Navy Federal at 888-842-6328 or send us an eMessage via online banking.

Summary of your deposit accounts

	Balance	Credits	Debits	Balance	Dividends
EveryDay Checking					
[REDACTED]	\$10.67	\$3,979.29	\$3,603.50	\$386.46	\$0.00
Membership Savings					
[REDACTED]	\$27,000.00	\$4,375.00	\$1,357.96	\$3,024.04	\$0.00
Totals	\$27,010.67	\$8,354.29	\$4,961.46	\$3,410.50	\$0.00
	Previous	Deposits/	Withdrawals/	Ending	YTD

Good afternoon ,
Was this the last piece of packet needed?
It is buildable.

--- Forwarded message -----

From: **Maxwell Gorman** <mgorman@petersburg-va.org>

Date: Mon, Jul 21, 2025, 4:53 PM

Subject: Re: Property intent

To: Zebrina Meade <zebrina1975@gmail.com>

Good afternoon,

From a zoning standpoint, 746 Mount Airy is considered buildable if all of the following setbacks can be met.

- 35-foot front yard or the average setback of the other developed lots on the same block
- 25-foot rear yard
- two side yards, each 10% of the lots width

Off-street parking must be provided and must be asphalt, concrete, or another impermeable surface.

Maxwell Gorman
Zoning Administrator

Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

Petersburg, Virginia

Parcel: 030220013

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	746 MOUNT AIRY ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.017	City Ward:	5
Legal Description:	PT LOT 8-A BK 8 EDENMONT	Polling Place:	Tabernacle Baptist Church
Subdivision:	Edenmont	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
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
	10/28/2003	\$10	2003/4728

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	\$900	\$900	\$900	\$900	\$900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$900	\$900	\$900	\$900	\$900

Property Tax (Coming Soon)

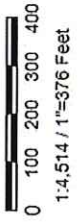
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all 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



Parcel #: 030220013

Date: 7/29/2025

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.



Plan Number: **MM-915** Square Footage: **915**

Width: **21 FT** Depth: **28 FT** Stories: **2**

Primary Bedroom Floor: **Upper Floor**

Bedrooms: **2** Bathrooms: **2.5** Cars: **1**

Main Floor Square Footage: **382**

Upper Floor Square Footage: **533**

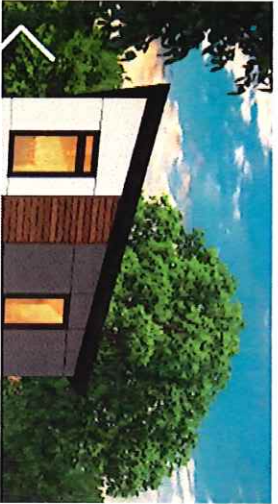
Site Type(s): **Flat Lot, Garage Forward, Narrow Lot, Shallow Lot, Skinny Lot, Small Lot**

Foundation Type(s): **Crawl Space Floor Joist**



↔ 21/0 ↔

Main Floor - 382 Sq. Ft.
 Upper Floor - 533 Sq. Ft.
 Total - 915 Sq. Ft.





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and K&K BEGINNINGS LLC for the Development of 110 Spruce Street, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and K&K BEGINNINGS LLC for the development of 110 Spruce Street, located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from K&K BEGINNINGS LLC for the development of 110 Spruce 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 110 Spruce Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 110 Spruce Street -K&K Beginnings LLC-Kia Haskett

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned property at 110 Spruce Street.

WHEREAS, the City of Petersburg has received a proposal from K&K BEGINNINGS LLC to purchase the City-owned property at 110 Spruce 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 the Purchase Agreement with K&K BEGINNINGS LLC toward the sale and development of City-owned property located at 110 Spruce Street.

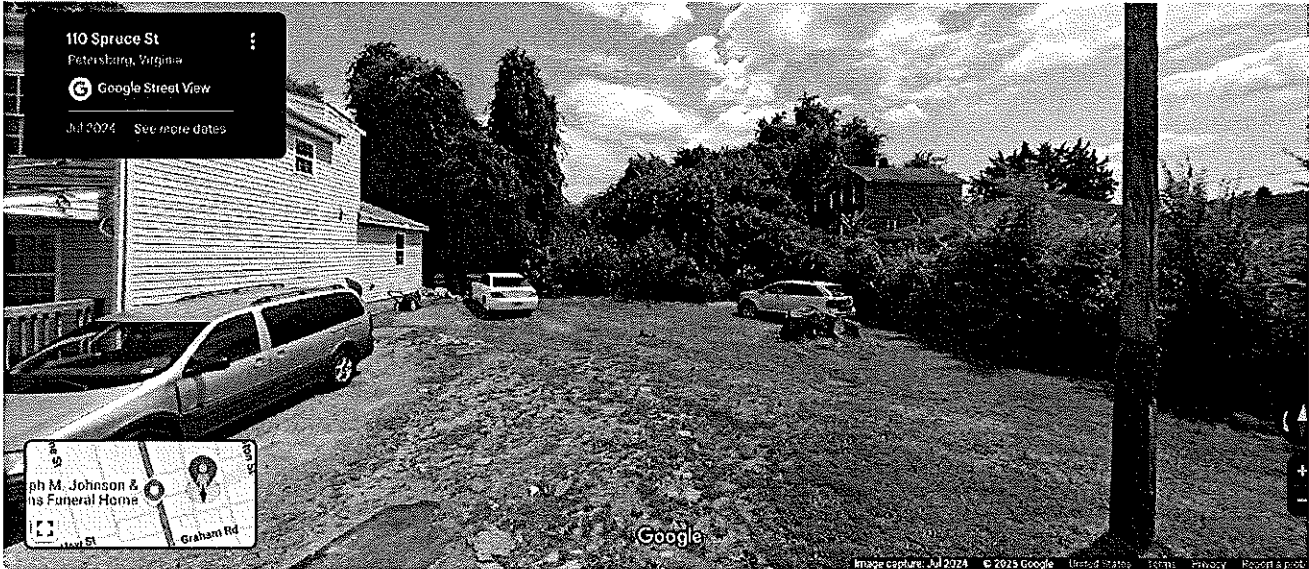
PROJECT BRIEF

Developer:	Kai Haskett
Project Address:	110 Spruce ST
Assessed Value:	7,700.00
Offer Amount:	7,700.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

SINGLE FAMILY HOMES

PROPERTY PICTURE (TODAY)



Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ ___ 7700 _____

Consideration: \$ ___ 7700 _____

Tax Map No.: ___ 031140003 _____

This _____ Residential _____ Real Estate Purchase Agreement (the "Agreement") is dated ___ 6/9/2025 _____, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, ___ K&K Beginnings 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: ___ 110 spruce st petersburg va _____, Tax Map Number: ___ 031140003 _____ 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 _____ Seven thousand seven hundred dollars and zero cent _____ (\$ ___ 7700 _____) (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 7700 (\$ 770) (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.
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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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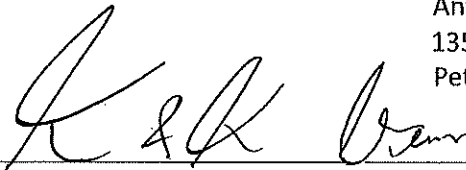
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SELLER: The City of Petersburg

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:



1806 Summit Ave
STE 300 Richmond VA 23230.

COPY TO:

Kari Hazzett

2936 Briarweed
Petersburg VA 23805

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: K & K Bay

By: Kai Haskell

Title: Owner

Date: _____

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

Petersburg, Virginia

Parcel: 031140003

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	110 SPRUCE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.105	City Ward:	4
Legal Description:	52 X 88	Polling Place:	Union Train Station
Subdivision:		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
	11/28/2001	\$0	2001/4562

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	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700

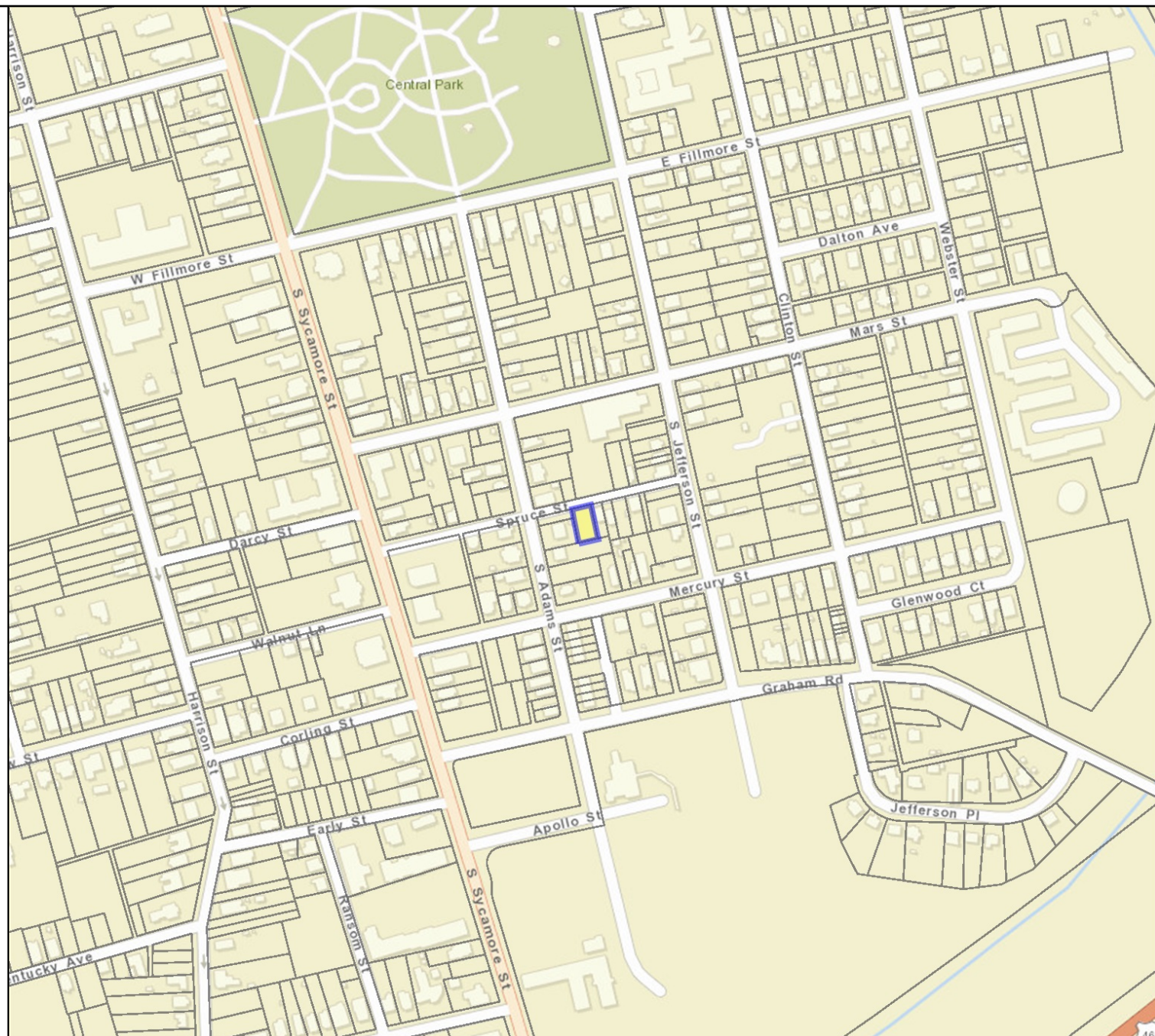
Property Tax (Coming Soon)

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

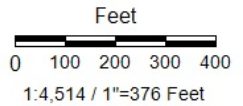
- City Boundary
- Parcels



Parcel #: 031140003

Date: 6/16/2025

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.



Proposal to Purchase City-Owned Property



Purchaser	
Project Name	110 Spruce St Single Family Residence
Property Address	110 Spruce Street
Parcel Number	031140023
Year Constructed	
Project Developer	Kik Beginnings LLC
Contact Name	Kai Haskett
Address	29316 Briarwood Rd
	Phone (604) 363-0703
Email	Haskettkai80@gmail.com
Experience/Qualifications	4+ years
Development Description	Single Family new construction home, single story 3 Bed 2 Bath 1100 sqft
Offered Purchase Price	\$7,700
	Total Investment \$7,700
Description of Financing (%)	28% loan, 70% lender, 10% capital venture
Community Benefit	
Due Diligence Period (months)	120 days
Construction Start Date	Day after council approval
Number of Projected Jobs	Temp/Const. Jobs N/A
Average Wage	
Contingencies	10% of ARV
Completion Date	8/30/25
Permanent Jobs	N/A

City Assessment

Outstanding Obligations			
Proposed Land Use		Yes	No
Comp Plan Land Use		Conformance	
Zoning		Conformance	
Enterprise Zone			
Rehab/Abatement			
New Construction			
Historic District			
Assessed Value	\$ -	Appraised Value	\$ -
			Date

City Revenue from Sale	Abatement	Year 1	Year 5	Year 20		
Projected Tax Revenue						
Real Estate Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business License Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meals Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Tax Abatement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costs to the City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City ROI (Revenue - Cost)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Recommendation						
Committee Recommendation					Comm. Review Date	
Last Use (Public)						
Council Decision					Council Review Date	
Disposition Ord #					Ord Date	

110 Spruce st Petersburg Virginia

Good evening, I am Kai Haskett and I represent K & K beginnings LLC.

I have developed, rehabbed, sold and rented multiple properties in Petersburg Virginia. We have been very active in assisting the city with rebuilding and revitalizing.

I write today to express interest and intent to purchase and develop 110 spruce st Petersburg Virginia into a 3 bed 2 bath 1100sqft two story single family residential home. This structure conforms with the neighborhood and would be a great addition and aesthetically pleasing to neighbors and pedestrians alike.

We agree the assessed value of \$7,700 is a fair and justifiable price for the land. The property is not that large, and the area is still being revitalized, and the space specifically on this street is limited. The lot is not clear and we would have to demolish forage but I believe that reflects in the assessed value. For these reasons my team and I agree that \$7700 is a reasonable and justifiable price.

We look forward to working closely and diligently with the City of Petersburg, Thank you for taking the time to consider our offer.

Parcel Information

Property Sheet

Map

Printer-Friendly

View in Map

Parcel:
031140003

Summary

Improvements

Ownership History

Assessments

Property Tax

Images

Owner Name:	CITY OF PETERSBURG	Property Address:	110 SPRUCE ST Petersburg VA
Owner Mailing Address:	135 N. Union St Petersburg, VA 23803	Legal Acreage:	.105
Property Use:	100 Urban Residential Vacant	Legal Description:	52 X 88
State Class:	7 Exempt Local	Subdivision:	No Data
Zoning:	R-3	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.

- The online public GIS is updated every 3 months. To obtain the latest parcel data, please contact the City Assessor's Office at 804-733-2333 or cityassessorsoffice@petersburg-va.org.
- Questions regarding the GIS (Geographic Information System), please contact the GIS Analyst at 804-451-0097 ext. 4335 or cchassey@petersburg-va.org.
- All real estate tax billing and payment inquiries, please contact the Customer Care and Collections Office at 804-733-2346 or citycollector@petersburg-va.org.

CITY OF PETERSBURG

Department of Planning and Community Development

135 N Union Street, Petersburg, VA 23803

Phone: (804) 733-2308

Email: pcd@petersburg-va.org

Site Plan Application & Checklist

Application Number: _____

#: Date Submitted: June 9th, 2025

PROJECT INFORMATION

Project Name: 110 Spruce Street Single Family Residence
E911/Street Address: 110 Spruce Street
Parcel Number: 031140003 Zoning District: R-3
Magisterial District: _____ Existing Land Use: 100 URBAN RES
VAC
Historic District: N/A Acreage: _____
Project Description: Plan to buy the land and build a single family home residence, and sell it to a new owner/tenant

APPLICANT INFORMATION

Name: Kai Haskett
Address: 2936 Brierwood Drive
City/State/Zip: Petersburg, VA, 23803
Phone: 8043630703
Email: Haskettkai88@gmail.com

PROPERTY OWNER INFORMATION

Name: City of Petersburg
Address: 110 Spruce St. / 135 N Union St
City/State/Zip: Petersburg, VA, 23803
Phone: 8047332305
Email: n/a

ENGINEER INFORMATION

Name: TBD
Address: TBD
City/State/Zip: _____
Phone: _____
Email: _____

SUBMITTAL REQUIREMENTS:

- 1 completed Site Plan Application
- 1 completed Site Plan Checklist
- 5 Complete Sets of the Site Plan (FOLDED)
- 1 copy each of drainage calculations to present to Planning, DPU & DPW
- Site Plan Review Fees

Good afternoon,

110 Spruce street is considered buildable for a single-family dwelling.

The lot will be compatible with the plans you've shared. The only change that we will need to see is to have the exposed cinder block foundation covered to meet architectural treatment standards. It can be parged or have the siding extend all the way down to cover it.

All setback minimums must be met. You will be able to have a reduced front yard as established by the average depth of the other houses on the block. Off-street parking must be provided and must be an impermeable surface such as asphalt or concrete.

Maxwell Gorman
Zoning Administrator

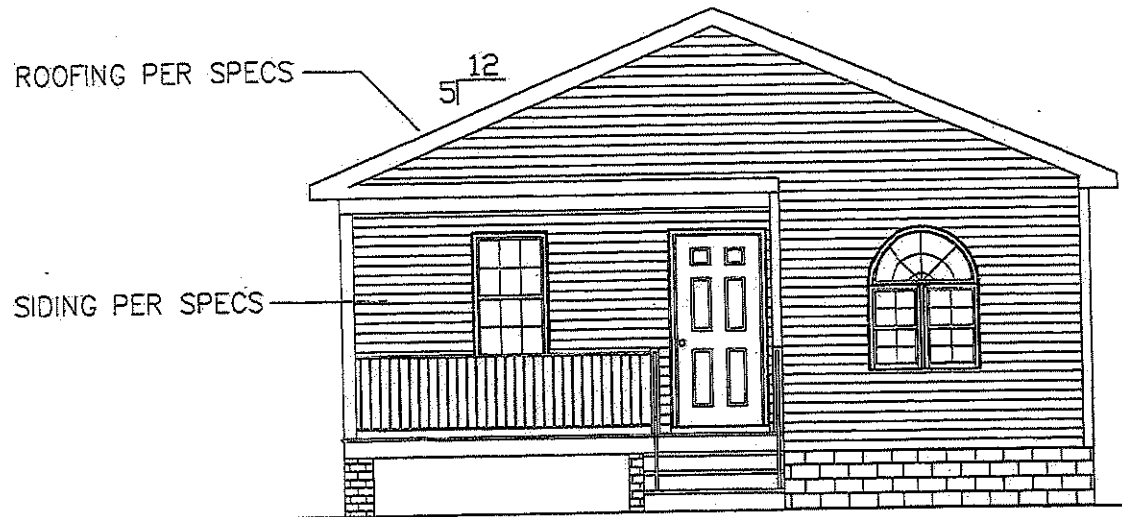
Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

APPROVED

Tom H. ...

Subject to
Field Inspections

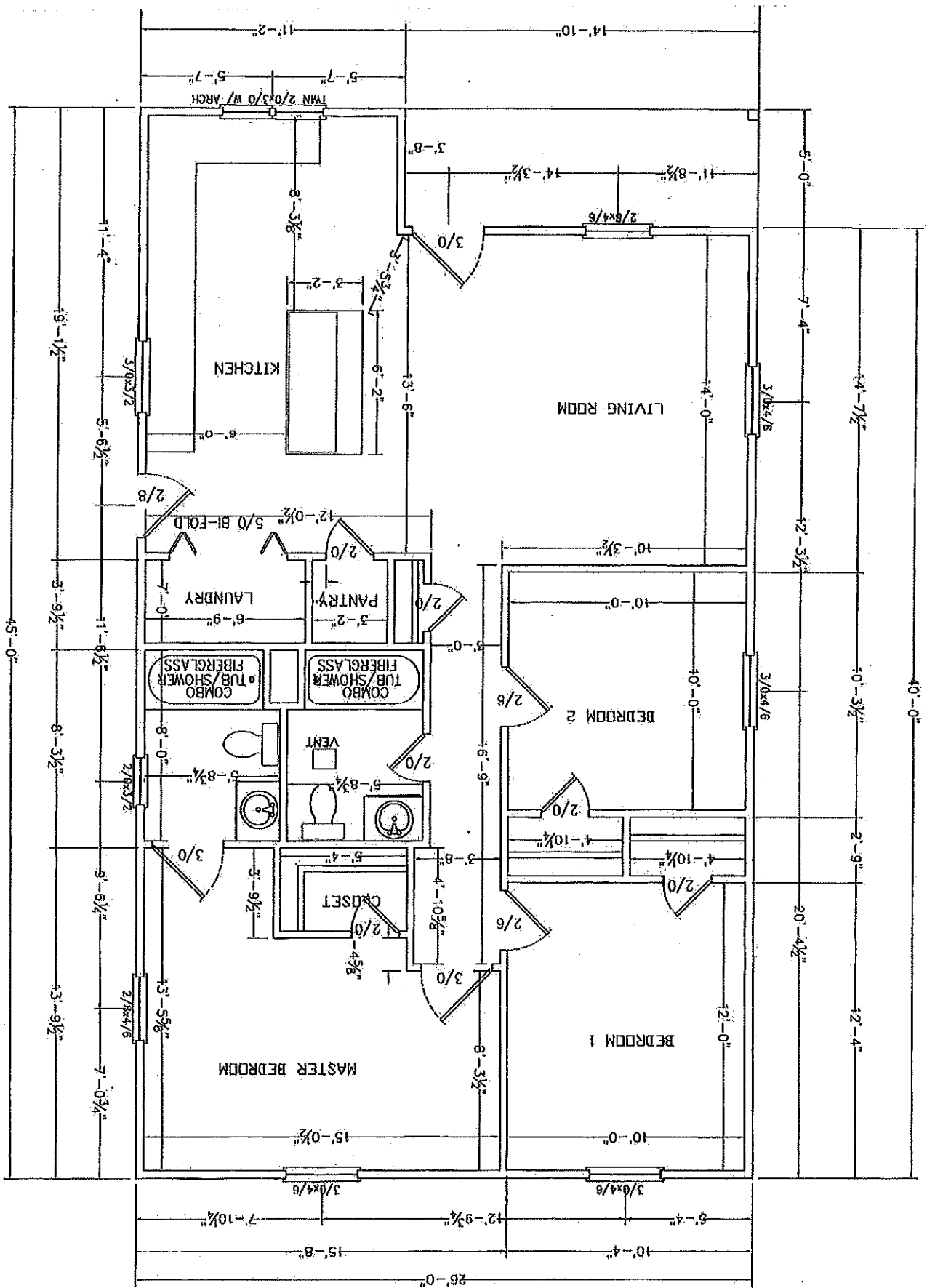
2015

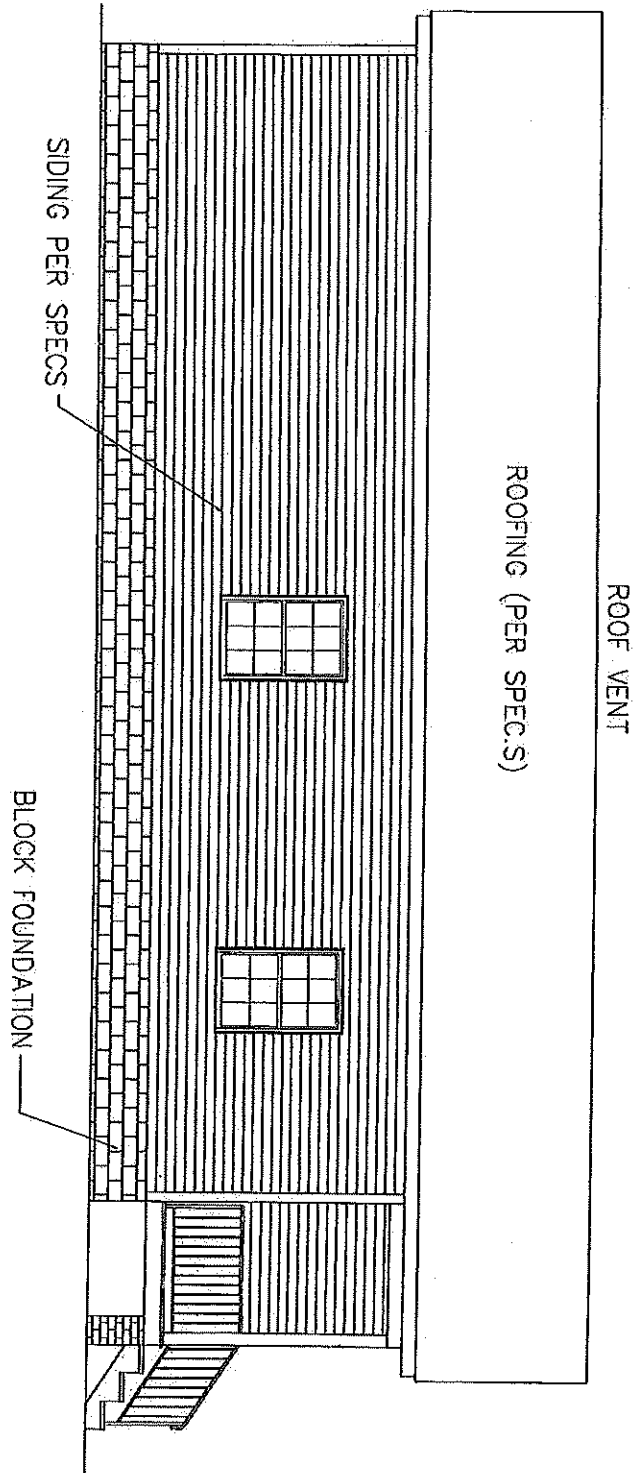


FRONT ELEVATION

SCALE: 1/4" = 1'-0"

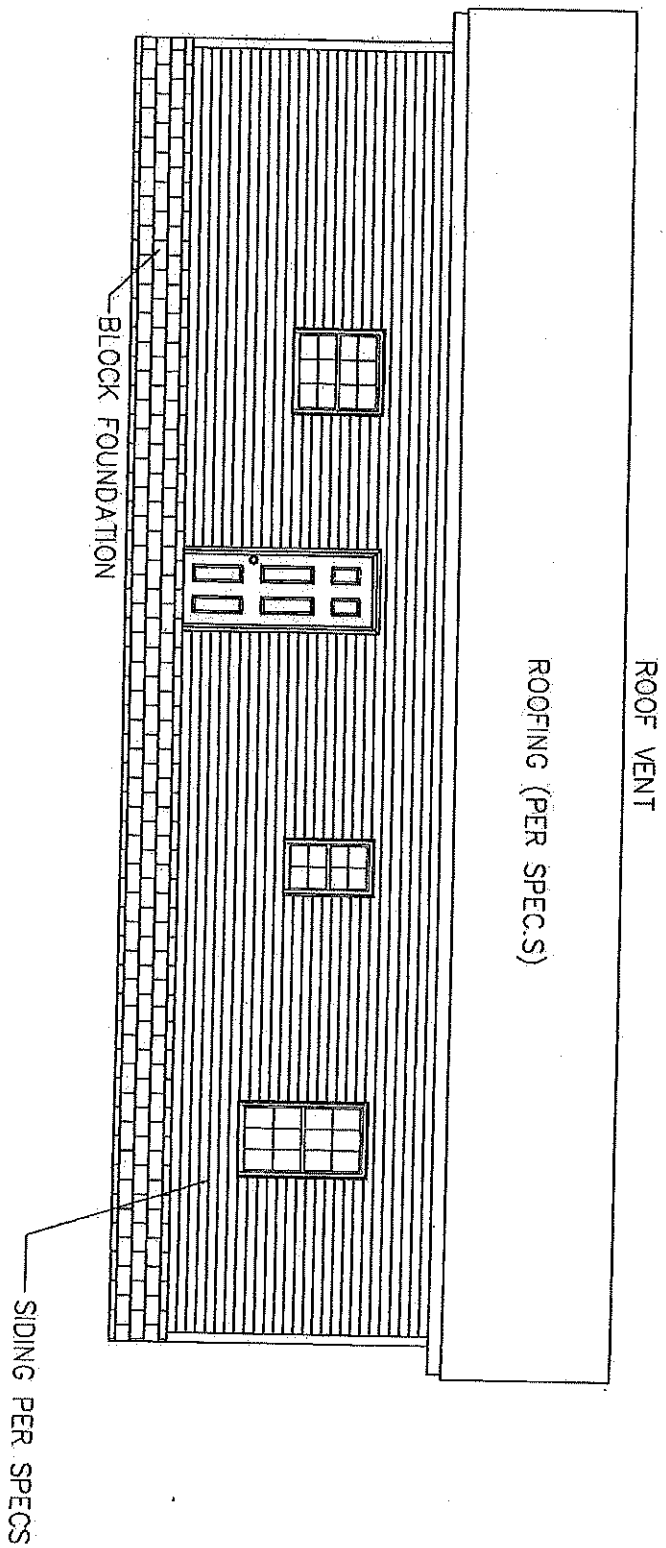
APPROVED





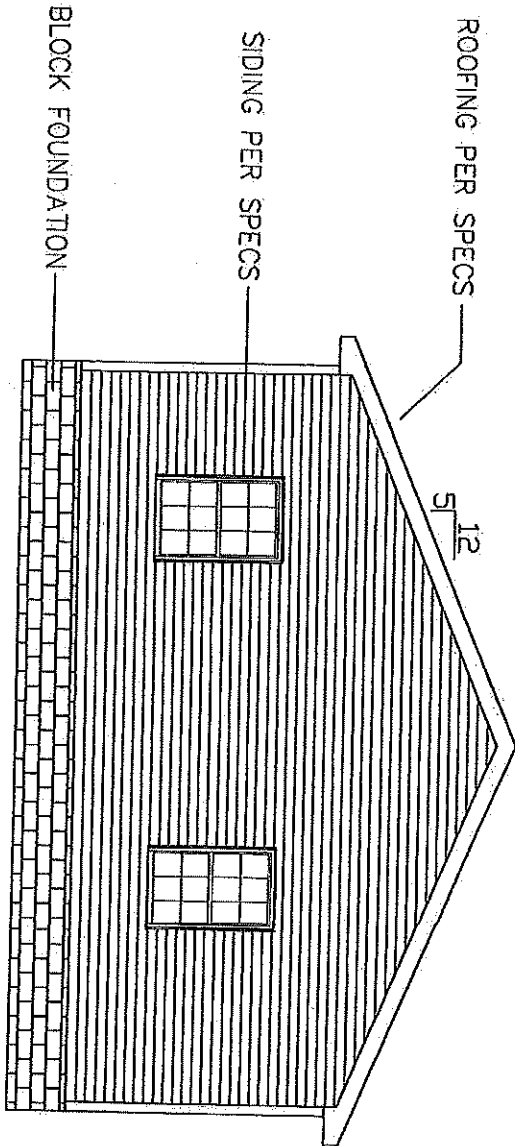
SCALE: 1/4" = 1'-0"

LEFT ELEVATION



SCALE: 1/4" = 1'-0"

RIGHT ELEVATION



REAR ELEVATION

SCALE: 1/4" = 1'-0"



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ENTRUSTED VISIONS LLC and FETKO PROPERTIES LLC for the Development of 126 Kentucky Avenue, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and ENTRUSTED VISIONS LLC and FETKO PROPERTIES LLC for the development of 126 Kentucky Avenue, located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from ENTRUSTED VISIONS LLC and FETKO PROPERTIES LLC for the development of 126 Kentucky Avenue, 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 126 Kentucky Avenue, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 126 Kentucky Avenue-Kai Haskett

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned property at 126 Kentucky Avenue.

WHEREAS, the City of Petersburg has received a proposal from ENTRUSTED VISIONS LLC AND FETKO PROPERTIES LLC to purchase the City-owned property at 126 Kentucky Avenue; 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 the Purchase Agreement with ENTRUSTED VISIONS LLC AND FETKO PROPERTIES LLC toward the sale and development of City-owned property located at 126 Kentucky Avenue.

PROJECT BRIEF

Developer:	Kai Haskett
Project Address:	126 Kentucky Avenue
Assessed Value:	\$3,400.00
Offer Amount:	\$3,400.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



Date: _____

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 3400

Consideration: \$ 3400

Tax Map No.: 031260039

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 8/3/2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Entrusted Visions LLC and Fetko Properties 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: 126 kentucky ave Petersburg Virginia, Tax Map Number: 031260039 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 _____ Ten Thousand Six hundred Dollars and Zero cent _____ (\$ 3400) (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 3400 (\$ 340) (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 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

PURCAHSER:

_Entrusted Visions LLC and Fetko

Properties_____

_____2936 brierwood rd Petersburg virginia
23805_____

COPY TO:

_____Benyam Benyum_____

_____5056 Laurel Canyon Blvd, 110, Valley Village CA
91607_____

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: ___ Fetko Properties and Entrusted Visions_____

By: _____, _____

Title: _____

Date: _____

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

Letter of Intent to Purchase 126 Kentucky ave Petersburg Virginia.

Good evening, I am writing for Kai Haskett and George Fetko. We are interested in purchasing 126 kentucky avenue Petersburg Virginia and developing it into a 3 bed 2 bath single family home. We have developed, rehabbed, sold and rented multiple properties in Petersburg, Virginia, and have been very active in assisting and revitalizing the city.

We have spoken with Mr, Maxwell to confirm the buildability of the lot which will be evidenced in the statement of buildability, And we have spoken with Tyler Jackson about what we can actually build. I will attach the email from Mr Maxwell as well as another confirmation email from George after he spoke with Mr Maxwell and Mr Jackson. I know you will also check with them to confirm. Upon our review, the plans I have attached should fit within this non-conforming lot.

126 Kentucky ave is assessed at \$3400. We will have to clear the lot, and the space tight. However we believe this is a fair price considering the start-up cost as well as the actual cost of construction. Our plans outline a 3 bed 2 bath 1288 square foot singe family home. gj

For any questions you can contact Kai Haskett at (804) 363-0703 or George Fetko at (804) 691-9358

We look forward to working closely and diligently with the City of Petersburg, Thank you for taking the time to consider our offer.

Petersburg, Virginia

Parcel: 031260039

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Poplar Lawn
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	126 KENTUCKY AVE Petersburg, VA	Congressional District:	4
Legal Acreage:	.057	City Ward:	5
Legal Description:	38.9-39.3X68.6-59.7	Polling Place:	Tabernacle Baptist Church
Subdivision:	Tucker	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:	Poplar Lawn	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
	8/24/1981	\$167,896	642/734

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	\$3,300	\$3,400	\$3,400	\$3,400	\$3,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$3,300	\$3,400	\$3,400	\$3,400	\$3,400

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

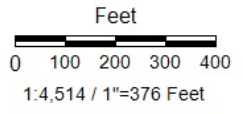
Legend

- City Boundary
- Parcels



Parcel #: 031260039

Date: 8/5/2025



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.

Petersburg, Virginia

Geographic Information System

Property Sheet | Map

Ownership History | Assessments | Property Tax | Images

CITY OF PETERSBURG
100 Union St
Petersburg, VA 23803
Urban Residential Vacant
Subtype: Local

Property Address: 126 KENTUCKY AVE Petersburg VA
Legal Acreage: .057
Legal Description: 38.9-39.3X68.6-59.7
Subdivision: Tucker
Assessment Neighborhood Name:
Local Historic District: Poplar Lawn
National Historic District: Poplar Lawn
Enterprise Zone: Yes
Opportunity Zone:

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 Economic Development at 804-733-2308.
- To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

Updated every 3 months. To obtain the latest parcel data, please contact the City Assessor's Office at 804-733-2333 or cityassessorsoffice@petersburg-va.org.
For GIS (Geographic Information System), please contact the GIS Analyst at 804-451-0097 ext. 4335 or cchassey@petersburg-va.org.
For payment inquiries, please contact the Customer Care and Collections Office at 804-733-2346 or citycollector@petersburg-va.org.

Search mail

2

Letter of buildability for 1611 hare st, 527 hinton st, and 126 kentucky avenue Inbox x

Kai Haskett
Good afternoon Mr. Maxwell, Kai Haskett here, ive written you previously in regards to property on spruce and wesley st.. Thank you for helping. Today I email y

Maxwell Gorman
to me

Wed, Jul 30, 11:59 AM (1 d)

527 Hinton is located within a M1- Light Industrial zoning district. Residential use is not permitted.

126 Is considered a "buildable" lot from a zoning standpoint if all setbacks can be met. The plans you have shared do not appear as if it would fit.

1161 Hare Street is a conforming and "buildable" lot. Any building must comply with the setbacks for the R2 Zoning District.

I am only able to answer questions through a zoning lens, if there are any non-zoning related issues with the lots, I am unable to address those.

Maxwell Gorman
Zoning Administrator

Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

From: Kai Haskett <haskettkai88@gmail.com>
Sent: Monday, July 28, 2025 1:12 PM
To: Maxwell Gorman <mgorman@petersburg-va.org>
Subject: Letter of buildability for 1611 hare st, 527 hinton st, and 126 kentucky avenue

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

...
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 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.

Kai Haskett
Hello Mr Gorman, Thanks for responding. Are you no longer who I would get a letter of build-ability from? Previously we corresponded and you were able to confir

Kai Haskett
I'm basically just asking for the same thing (statement of build-ability) that I received on 704 706 Wesley and spruce st, so that I may start the process to su

New Message

george fetko X [filter icon]

- 📷 ⌚ 🗑️ 📧 📧 ⋮

126 Kentucky Ave 📧 Inbox x

G George Fetko
to me ▾

📧 Fri, Aug 1, 9:11 PM (2 days)

Hey Kai,

Just wanted to give you an update after taking with Maxwell Gorman about 126 Kentucky Ave in Petersburg, VA. We've figured out that the lot is buildable for a single-family home. Since it's a non-conforming lot, we're 1/2 feet from the front. We figured this out by looking at the houses around it. Plus, because the lot's less than 50 feet wide, we can get variances on the sides too. From what Mr. Gorman said, these variances are automatically allowed (since it's a non-conforming lot). The plan we picked should fit perfectly within these setback limits. We can build something that meets all the requirements without needing any extra approvals. However, if we wanted to build closer to the property line instead of 25), we'd have to go through a variance process that could take about a month. If we get the paperwork in quickly, we could get it sorted out with their meeting schedule. The plan we've got no to any meetings. So, we're definitely on track to have something really similar to this, or at least something that fits all the setback rules automatically.

what are the petersburg non conforming lot variances that are allowed by right?

Non-conforming lots in Petersburg, Virginia, are addressed in the city's zoning ordinance, which outlines how they can be accommodated or altered without requiring a full variance approval process. These allowances "by right" mean that if certain conditions are met, the property owner can proceed with their plans without seeking special permission from the Board of Zoning Appeals.

Here are the key "by right" allowances for non-conforming lots in Petersburg:

Single-Family Dwelling Exception: Unimproved lots in residential districts that predate zoning and don't meet current width or area rules can still have a single-family dwelling and accessory improvements if other regulations are met. This exception doesn't apply to contiguous lots owned by the same person (except in R-2 or R-3 districts), and consolidation is encouraged to reduce non-conformity.

Narrow Lots: Lots under 50 feet wide can have reduced side yard setbacks, with a minimum of 10% of the lot width or at least 3 feet on both sides.

Shallow Lots: If many adjacent properties have shorter front yards, shallow lots can have a front yard setback that is the average of established front yards, not exceeding 50% more than the district's requirement.

Accessory Buildings: These must be set back at least 3 feet from a side line and 8 feet

Traditional Plan 034-00930



SQ FT

1,288



BEDS

3



BATH

1



1/2 BATHS

1



CAR

0



STORIES

2



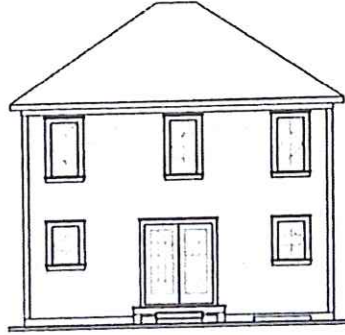
WIDTH

27'



DEPTH

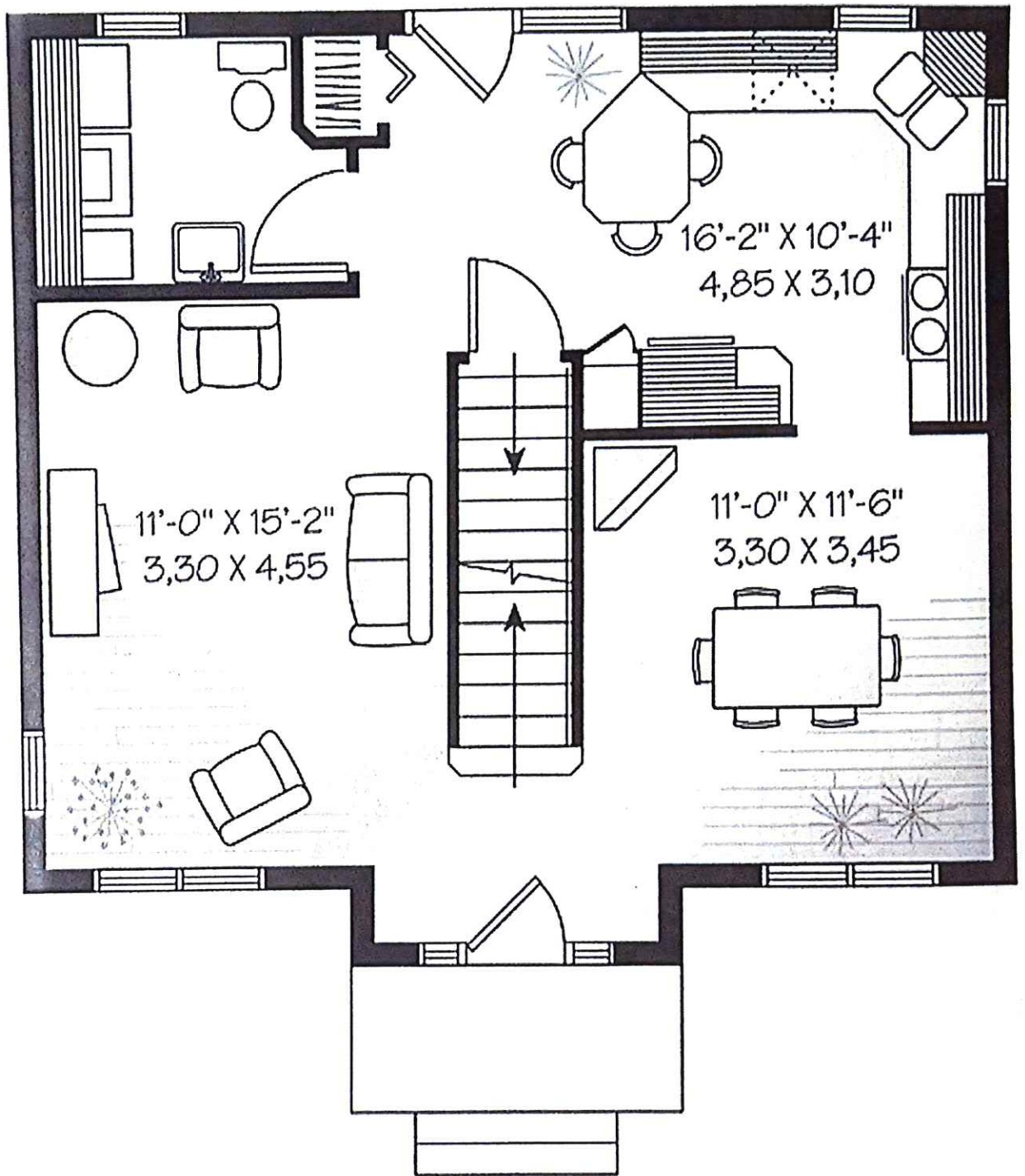
25' 6"



Skip to footer ↩ ↩

FLOORPLAN 1

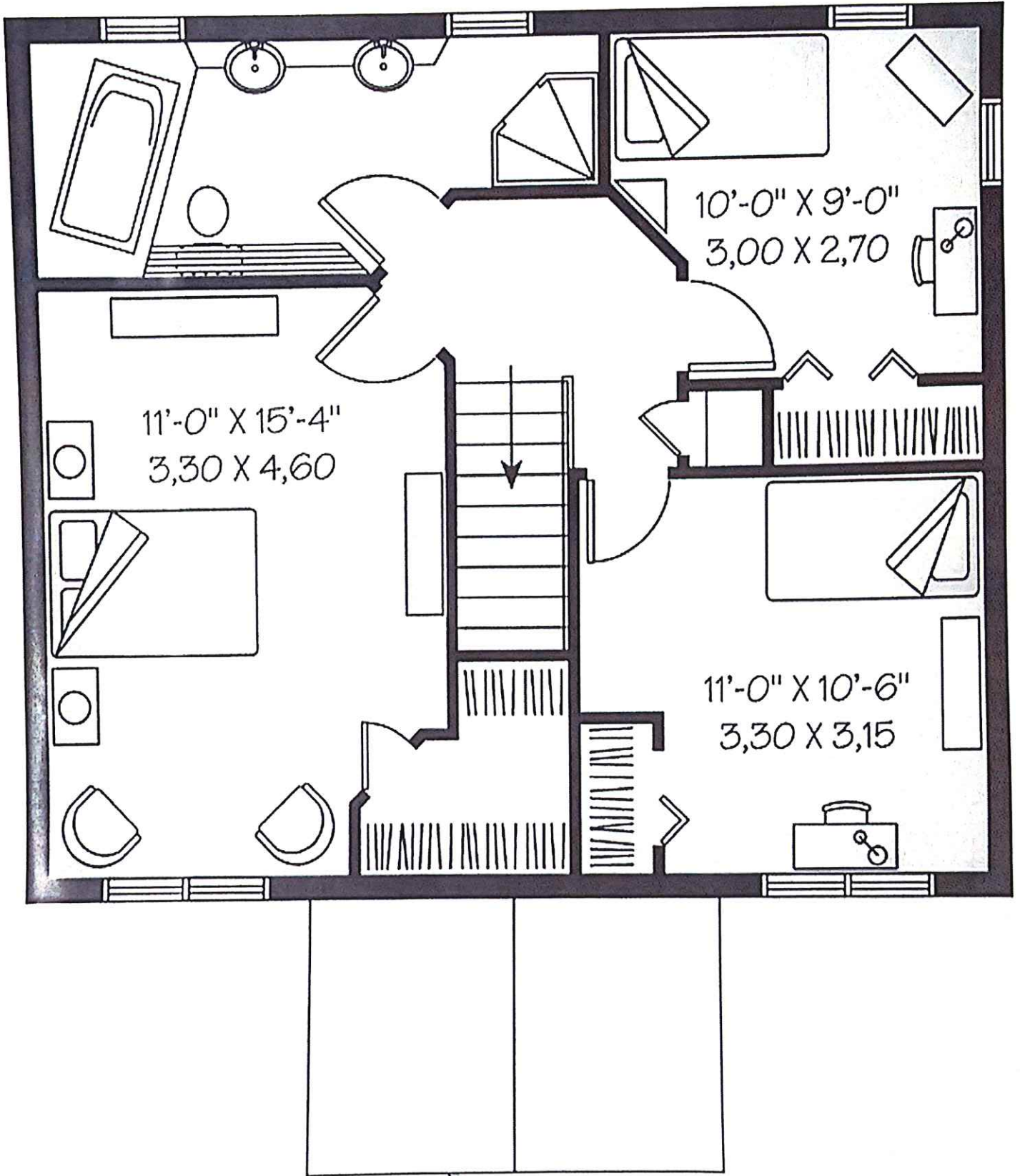
▲
25'-6"
7,65 m
▼



◀ 27'-0"
8,1 m ▶

Skip to footer ← ←

FLOORPLAN 2



Skip to footer ← ← Images copyrighted by the designer.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and NEW TOWN STATION LLC for the Development of 321 Witten Street, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and NEW TOWN STATION LLC for the development of 321 Witten Street, located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from NEW TOWN STATION LLC for the development of 321 Witten 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 321 Witten Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 321 Witten Street-New Town Station LLC

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned property at 321 Witten Street.

WHEREAS, the City of Petersburg has received a proposal from NEW TOWN STATION LLC to purchase the City-owned property at 321 Witten 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 the Purchase Agreement with NEW TOWN STATION LLC toward the sale and development of City-owned property located at 321 Witten Street.

PROJECT BRIEF

Developer:	New Town Station LLC
Project Address:	321 Witten ST
Assessed Value:	\$1200.00
Offer Amount:	\$1200.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 1200

Consideration: \$ 1200

Tax Map No.: 007030019

This Residential Real Estate Purchase Agreement (the "Agreement") is dated June 23, 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, NewTownStation 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: 321 Witten, Tax Map Number: 007030019 and further described as pt of Lot 32 Pacahontes Plat 61 x 10 B 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 One thousand two hundred (\$1200) (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 Hundred and twenty (\$120) (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

PURCHASER:

New Town Station LLC
Banks Dupree
1110 W Booker Cir
Petersburg VA 23803

COPY TO:

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

- 15. **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: New Town Station LLC

By: Banks Dupree, 

Title: Manager

Date: June 23, 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



River Hill Realtors Brokerage | RHR Brokerage
12809 Sir Scott Ter • Chester, VA 23831
Phone: (804) 691 6433 • Fax: (434) 205 9108
www.rhrbrokerage.com

Letter of Intent

Date: July 29, 2025

I, Banks Dupree am submitting this Letter of Intent as an offer by me to purchase the property located at 321 Whitten Street Petersburg, VA 23803, which you have offered for sale through the City of Petersburg. My reasoning behind purchasing the subject property is based on my current ownership of 324 Rolfe Street Petersburg, VA 23803. My property is in front of 321 Whitten Street Petersburg, VA 23803.

Thanks for your time and consideration.

 7/29/2025
Signature of Buyer Date

Banks Dupree 7/29/2025
Printed Name of Buyer Date

Petersburg, Virginia

Parcel: 007030019

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Pocahontas Island
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-2	Va House District:	63
Property Address	321 WITTEN ST Petersburg, VA	Congressional Disrict:	4
Legal Acreage:	.147	City Ward:	4
Legal Description:	PT OF LOT 32 POCAHONTAS PLAT 61 X 105	Polling Place:	Union Train Station
Subdivision:	Pocahontas	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
	12/30/1977	\$0	353/662

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	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200

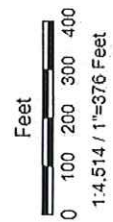
Property Tax (Coming Soon)

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



Parcel #: 007030019

Date: 7/29/2025

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.

FIRST TITLE & ESCROW, INC.

SETTLEMENT AGREEMENT AND DISCLOSURE

R-240564-25

Buyers/Br: New Town Station, LLC By Banks Dupree Seller(s)/Owner(s): S&A Holdings, LLC

Adjacent Parcel

Property: 316 Rolfe Street, Petersburg, VA 23803 Lender:

In reference to this case, the undersigned does agree, understand and affirm to the best of his/her knowledge that:

1) **ACKNOWLEDGEMENT OF RECEIPT:** The Purchaser(s)/Borrower(s) and Seller(s)/Owner(s) do hereby acknowledge receipt of a copy of the settlement statement and do approve and accept the same as a correct representation of the agreement. First Title & Escrow, Inc. ("Settlement Agent") has no liability for matters not appearing of record subsequent to the date of the title examination. The parties hereby acknowledge notification that First Title & Escrow, Inc., as the title insurance agent, receives a commission on the title insurance premium.

2) **SETTLEMENT STATEMENT:** The Seller(s) or Owner(s) state that there are no unpaid obligations affecting the property other than those shown on the settlement statement. The parties further state that those matters listed on the settlement statement are true and correct. The Seller(s)/Owner(s) further guarantee the prompt and immediate payment, release and full satisfaction of all unpaid liens/bills affecting said property not shown on the settlement statement and hereby indemnifies and holds harmless the Settlement Agent from the same.

3) **THIRD PARTY INFORMATION:** The parties understand and agree that the accuracy of third-party information furnished to First Title & Escrow, Inc. as to contract provisions, water and sewer charges, taxes, assessments, balances on notes secured by mortgages, deeds of trust and other evidences of indebtedness, as well as the amount of escrow funds, lender charges and similar items are not guaranteed by First Title & Escrow, Inc. First Title & Escrow, Inc. does not guarantee the accuracy of this information and the parties acknowledge that they will be responsible as to any discrepancies affecting them.

4) **LIABILITY:** It is understood and agreed that First Title & Escrow, Inc. has no liability, express or implied, for notices of and/or actual violations of governmental orders or requirements, if any, issued by any department, office or other authority of local, state, county or federal government as to occupancy, zoning and/or similar laws, truth-in-lending or consumer protection regulations and/or ordinances.

5) **FDIC WAIVER:** The undersigned does hereby understand and agree that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a maximum amount of \$250,000 for each individual depositor. The funds for this settlement are being deposited in Sandy Spring, Potomac Valley n/a PNC or Citibank for disbursement. We understand that the Settlement Agent assumes no responsibility for, nor will we hold the same liable for, loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$250,000 and that the excess amount is not insured by the FDIC or that FDIC insurance is not available on certain types of bank instruments.

6) **CLOSING CONDITIONS:** The Purchaser(s)/Borrower(s) and Seller(s)/Owner(s) agree that settlement is not complete until the following conditions have been met:

- a) All funds in the form of certified funds have been received and have cleared our escrow account;
- b) All checks (including assignment of funds check) are received and have cleared our escrow account;
- c) All documents [both Purchaser(s)/Borrower(s) and Seller(s)/Owner(s)] have been properly executed and delivered;
- d) All lender's requirements have been fulfilled; and,

The title search to the property has been brought current to the time of recordation.

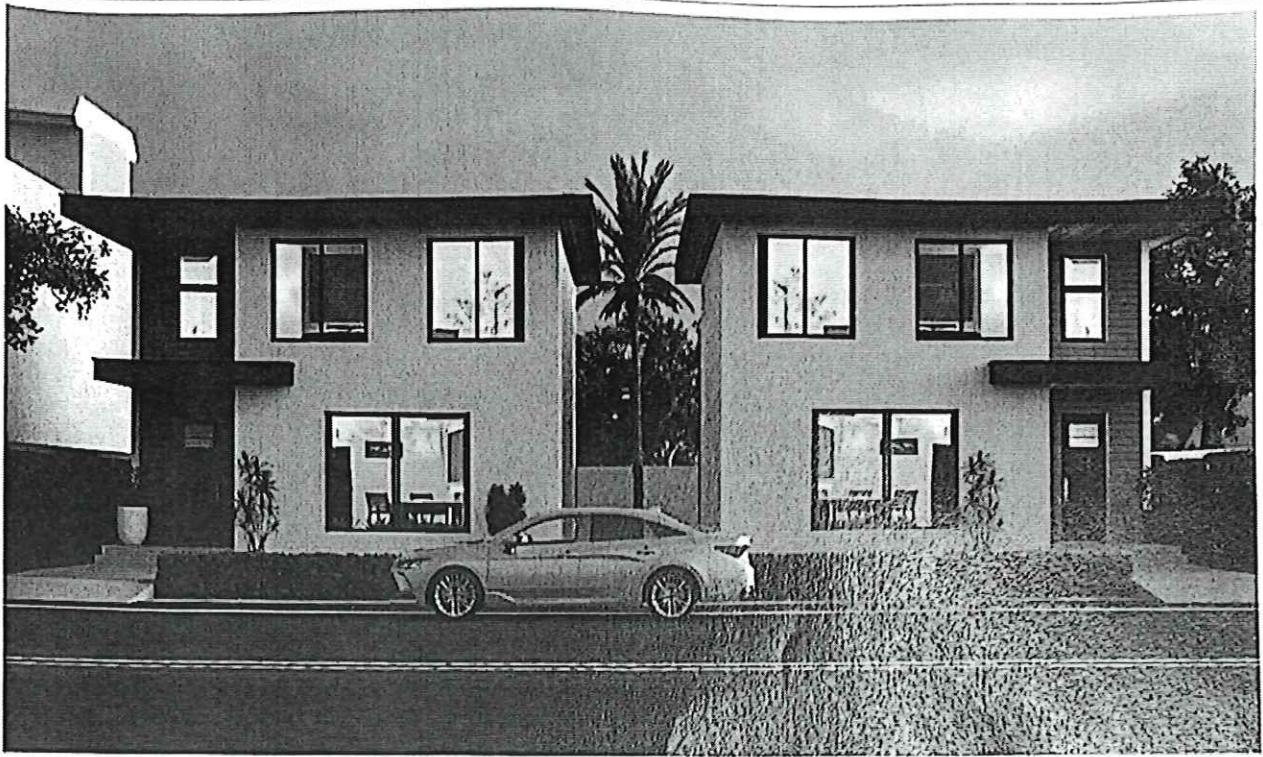
7) **ACKNOWLEDGEMENT OF LEGAL REPRESENTATION:** In the event that attorney of the Law Firm has been requested to conduct the settlement, the undersigned Purchaser(s)/Borrower(s) and/or Seller(s)/Owner(s) acknowledge that such attorney is not representing either Purchaser(s)/Borrower(s) or Seller(s)/Owner(s) and that no attorney-client relationship is being created as a result of such attorney conducting the settlement.

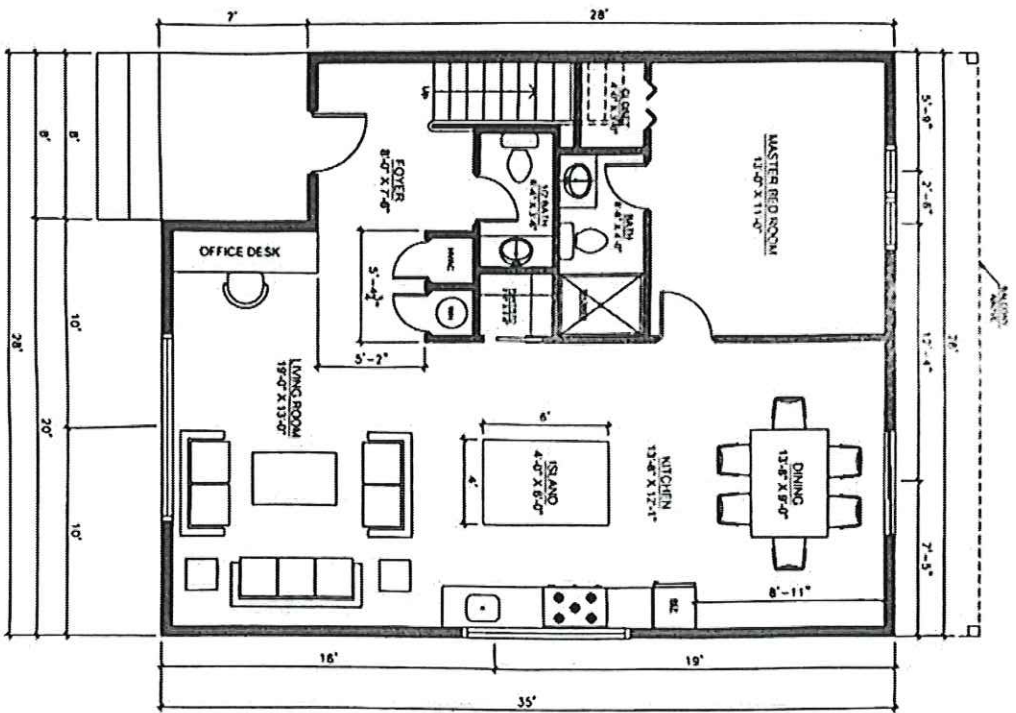
8) **ADJUSTMENTS:** The parties understand and agree that First Title & Escrow, Inc. may make any subsequent corrections and proper adjustments in the event any information and/or items on the settlement statement are incorrect, or if funds collected for any item prove to be insufficient, and agree to pay and/or reimburse First Title & Escrow, Inc. any further sums found to be due since all computations and entries on this settlement statement are subject to final audit. If any legal action is required to collect any such sums, the parties agree to pay all costs and reasonable attorney's fees directly resulting from necessary collection actions.

9) **CORRECTION AGREEMENT - LIMITED POWER OF ATTORNEY:** The undersigned Purchaser(s)/Borrower(s) and Seller(s)/Owner(s), for and in consideration of the Lender funding the closing of the loan and the Settlement Agent closing this transaction, agree that, if requested by the Lender or First Title & Escrow, Inc., to fully cooperate and adjust all typographical or clerical errors discovered in any or all of the closing documentation presented at settlement.


The undersigned appoint First Title & Escrow, Inc. and its authorized representatives as their attorney-in-fact, to correct any such errors, place our initials on documents where changes are made, and/or sign our names to any document or form. In the event this procedure is utilized, the party involved shall be notified and receive a copy of the amended document.

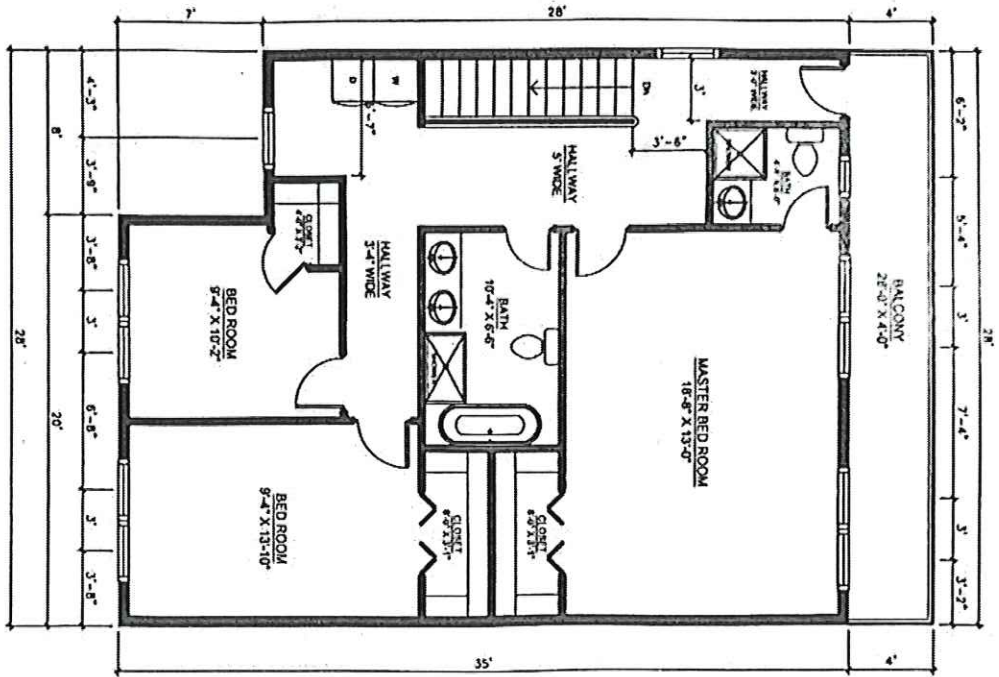
Mall body:





MAIN FLOOR PLAN
SCALE = 1/4" = 1'-0"

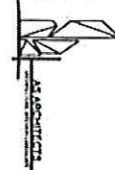
CLIENT:		
SHEET TITLE MAIN FLOOR PLAN		
Date 01/07/2025		
Drawn by ADIL		
Checked by AS		
SHEET # - 03		
Scale 1/4" = 1'-0"		
 AS ARCHITECTS		
CONSULTANTS:		
CONSULTANT NAME		
CONSULTANT ADDRESS		
No.	Description	Date



SECOND FLOOR PLAN
SCALE = 1/4" = 1'-0"

DATE PLOTTED: _____
PROJECT ADDRESS: _____

CONSULTANTS:



No.	Description	Date

CLIENT:

SHEET TITLE: SECOND FLOOR PLAN

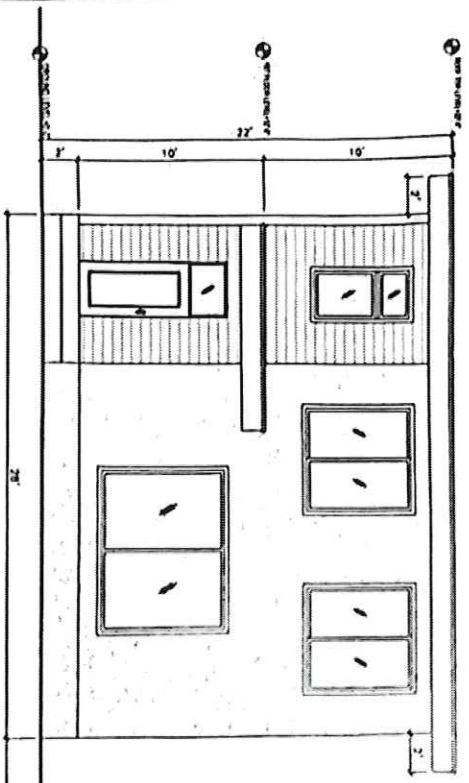
Date: 01/07/2025

Drawn by: ADLL

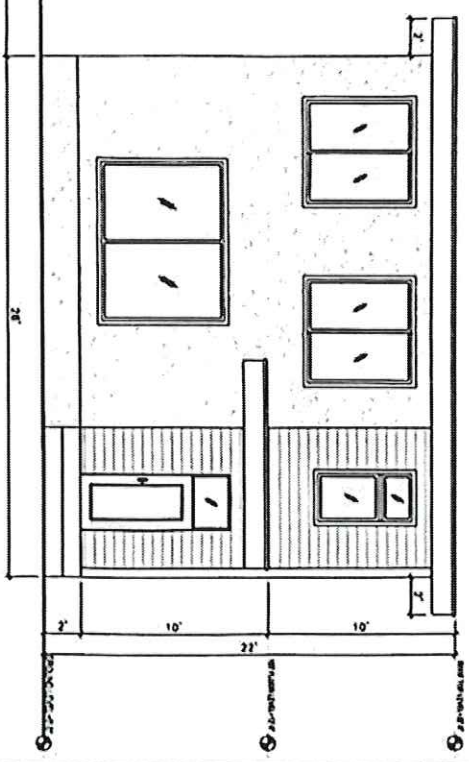
Checked by: AS

SHEET # - 04

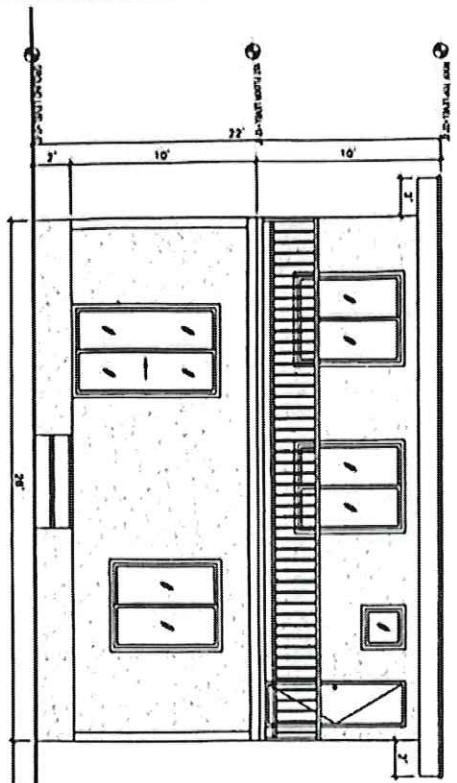
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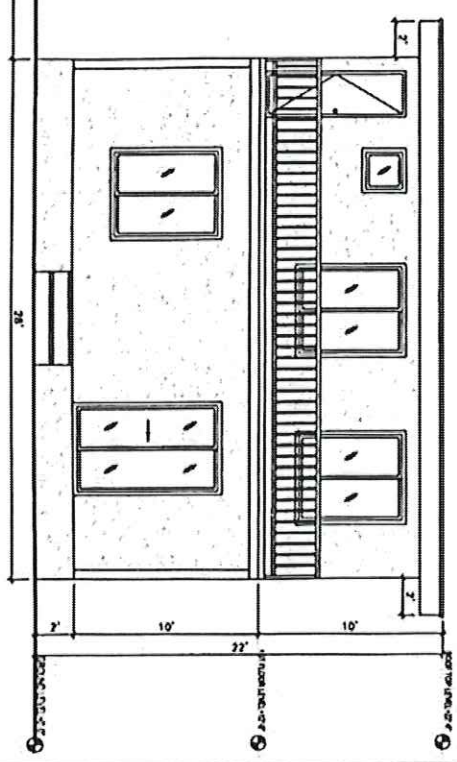
FRONT ELEVATION
SCALE = 1/4" = 1'-0"



FRONT ELEVATION
SCALE = 1/4" = 1'-0"



REAR ELEVATION
SCALE = 1/4" = 1'-0"



CLIENT:

SHEET TITLE:
FRONT & REAR ELEVATIONS

CONSULTANTS:

PROJECT NUMBER:

DATE:

01/07/2025

ADIL

AS

SHEET # - 05

1/4" = 1'-0"

No.	Description	Date



City Assessor's Office
135 North Union Street
Petersburg, Virginia 23803
(804) 733-2333
www.petersburg-va.org/148/City-Assessor

Brian E. Gordineer, AAS
City Assessor



October 16, 2019

Parcel **007030009** has been re-addressed with the street number and address of **324 Rolfe Street** in accordance with the City of Petersburg Code Sec. 98-1 through 98.94. The individual units on this parcel have been assigned the following street number(s) and address(es):

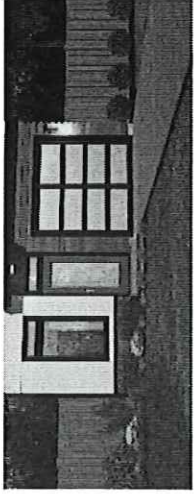
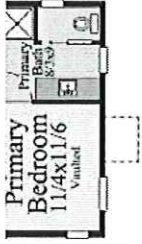
<u>Parcel</u>	<u>Street Number and Address</u>
007030009	324 Rolfe Street

Sincerely,

A handwritten signature in black ink, appearing to read "Carter Chassey".

Carter Chassey
GIS Analyst

Cc: City Manager
Commissioner of Revenue
Code Compliance
Fire Administration
Planning
Water Billing Supervisor
Public Works
Voter Registrar
Crater Planning District Commission
U.S. Postal Service
Property Owner



Plan Number: **MM-915** Square Footage: **915**

Width: **21 FT** Depth: **28 FT** Stories: **2**

Primary Bedroom Floor: **Upper Floor**

Bedrooms: **2** Bathrooms: **2.5** Cars: **1**

Main Floor Square Footage: **382**

Upper Floor Square Footage: **533**

Site Type(s): **Flat Lot, Garage Forward, Narrow Lot,
Shallow Lot, Skinny Lot, Small Lot**

Foundation Type(s): **Crawl Space Floor Joist**



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **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 ENTRUSTED VISIONS, LLC for the Development of 704 and 706 Wesley Street, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance authorizing the City Manager to execute the Purchase Agreements between the City of Petersburg and ENTRUSTED VISIONS, LLC for the development of 704 and 706 Wesley Street, located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from ENTRUSTED VISIONS, LLC for the development of 704 and 706 Wesley 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 704 and 706 Wesley Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 704 Wesley Street-Entrusted Visions, LLC Pur Agreement Pkt
3. 706 Wesley Street-Entrusted Visions, LLC Pur Agreement Pkt

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreements toward the Sale of City-owned properties at 704 and 706 Wesley Street.

WHEREAS, the City of Petersburg has received a proposal from ENTRUSTED VISIONS, LLC to purchase the City-owned properties at 704 and 706 Wesley 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 the Purchase Agreements with ENTRUSTED VISIONS, LLC, toward the sale and development of City-owned properties located at 704 and 706 Wesley Street.

PROJECT BRIEF

Developer:	KAI HASKETT
Project Address:	704 WESLEY STREET
Assessed Value:	\$3,100
Offer Amount:	\$3,100
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family dwelling.

PROPERTY PICTURE (TODAY)



Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 3100

Consideration: \$ 3100

Tax Map No.: 030180006

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 6/17/25 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Entrusted Vision, 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: 704 West 1st, Tax Map Number: 030180006 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 Three thousand - one hundred (\$ 3100) (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 _____ (\$ _____) (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

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: *E. Haskett*

By: *Kai Haskett*

Title: *owner*

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: _____ Entrusted Missions LLC
2936 Briarwood Rd
Petersburg VA

COPY TO: Kari Haskett _____ 2936 Briarwood Rd
Petersburg VA

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.

Date: _____

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

Petersburg, Virginia

Parcel: 030180006

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	704 WESLEY ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.049	City Ward:	5
Legal Description:	25 X 85	Polling Place:	Tabernacle Baptist Church
Subdivision:	Harris	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
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
	9/28/2005	\$1,600	2005/4582

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	\$3,000	\$3,100	\$3,100	\$3,100	\$3,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$3,000	\$3,100	\$3,100	\$3,100	\$3,100

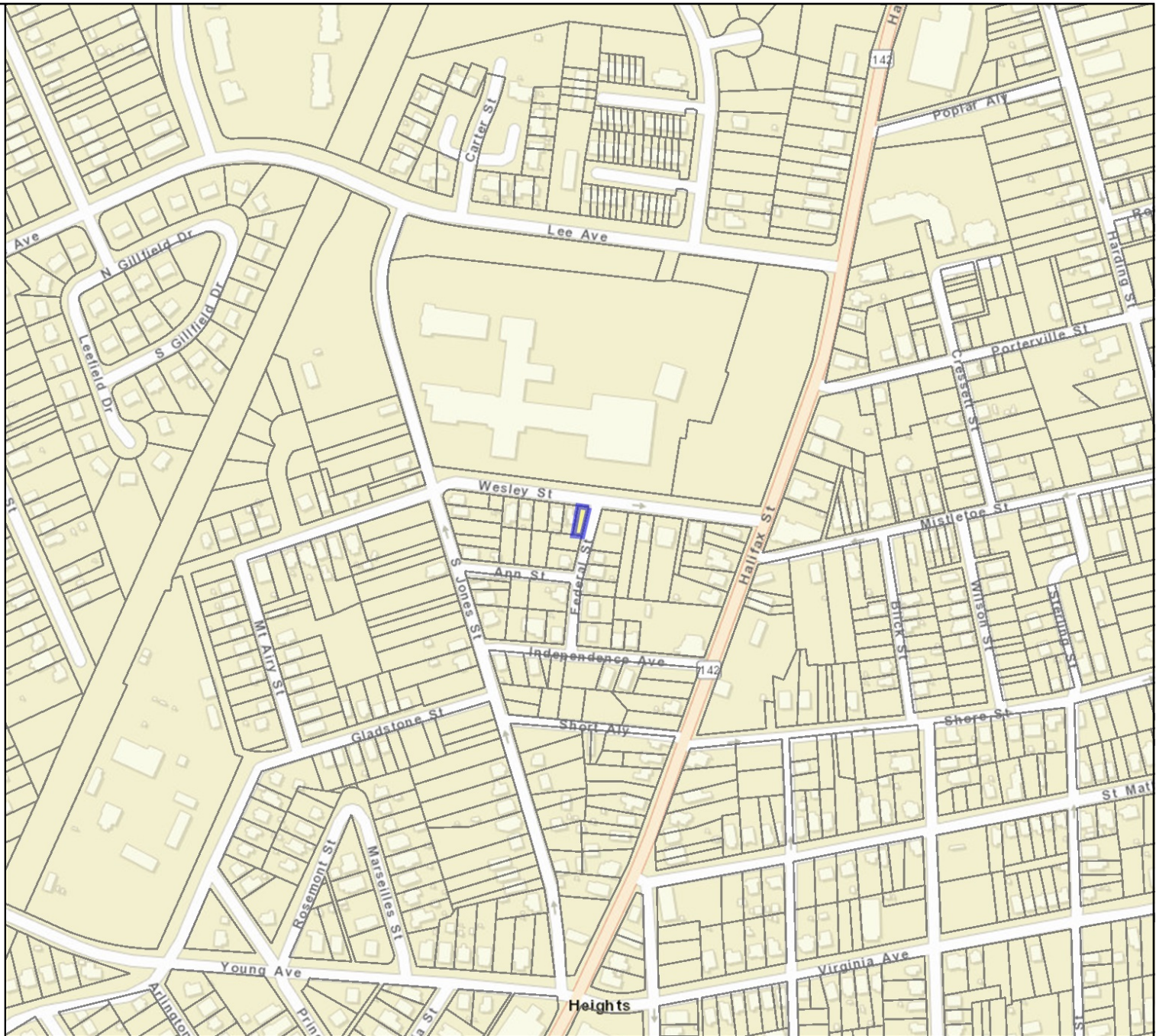
Property Tax (Coming Soon)

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

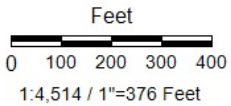
Legend

- City Boundary
- Parcels



Parcel #: 030180006

Date: 6/16/2025



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.

I

Letter of Intent for 704 and 706 witten st Petersburg virginia.

Good evening, I am Kai Haskett and my Partner is George Fetko

We have developed, rehabbed, sold and rented multiple properties in the Petersburg and Hopewell area. We have been very active in assisting and revitalizing each city.

I write today to express interest to purchase and develop both 704 Wesley st and 706 Wesley st into a 3 bed 2 bath 1066 sqft one story shotgun style single family residential home. This structure conforms with the neighborhood and would be a great addition and aesthetically pleasing to neighbors and pedestrians alike. I am proposing to build the same property designed by Marlow Jones on witten st as I am proposing to build at 706 wesley st, which I requested a variance for. But was told I would not need one so long as I am purchasing both lots. Which is what we plan to do. Purchase both lots, build two similar single family homes and get great families into our community.

I Propose the assessed value of both property \$3100 and \$4500 respectively are justifiable prices and I propose to combine them both for the purchase price of \$7600. .

For any questions you can contact Kai Haskett at 8043630703. Or George Fetko at 8046919358

We look forward to working closely and diligently with the City of Petersburg, Thank you for taking the time to consider our offer.

-From: **Maxwell Gorman** <mgorman@petersburg-va.org>

Date: Fri, Jun 13, 2025 at 4:00 PM

Subject: Re: Request for Variance and Approval for 704 and 706 Wesley St

To: Meziah Scott <scott.meziah@gmail.com>

CC: Jared Crews <jcrews@petersburg-va.org>, Naomi Siodmok <nsiodmok@petersburg-va.org>

Good afternoon,

I will be happy to help with your request, however I believe a variance may not be necessary.

Single-family dwellings may be built on non-conforming lots without needing a variance, in addition, there are a few sections of the ordinance that will reduce the required setbacks. The front yard setback requirement can be reduced by using the established setback of the other houses on the block and the side yard setbacks can be reduced to be 10% of the lot width for each side yard.

Please note, those exceptions can only apply for NON-contiguous lots under the same ownership. Adjacent nonconforming lots under the same ownership must be merged first before any building permits can be issued.

Thank you,

PROJECT BRIEF

Developer:	KAI HASKETT
Project Address:	706 WESLEY STREET
Assessed Value:	\$4,500
Offer Amount:	\$4,500
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family dwelling.

PROPERTY PICTURE (TODAY)



Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 4,500

Consideration: \$ 4,500

Tax Map No.: 030180005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 6/17/2005, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Anthony Williams, 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: 706 West 1st St, Tax Map Number: 03019005 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 Four thousand - Five Hundred (\$ 4,500) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price _____ (\$ _____) (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 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: *Erickson* *Kai Haskell*
2936 Briewood Rd
Petersburg VA

COPY TO: _____ *Kai Haskell*
2936 Briewood Rd
Petersburg VA

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: Esther

By: Kai Markell

Title: owner

Date: _____

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

Petersburg, Virginia

Parcel: 030180005

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	706 WESLEY ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.07	City Ward:	5
Legal Description:	37.6-19 X 81	Polling Place:	Tabernacle Baptist Church
Subdivision:	Harris	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
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
	9/7/2011	\$9,000	2011/1873
	5/9/2001	\$8,100	2001/1693

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	\$4,400	\$4,500	\$4,500	\$4,500	\$4,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$4,400	\$4,500	\$4,500	\$4,500	\$4,500

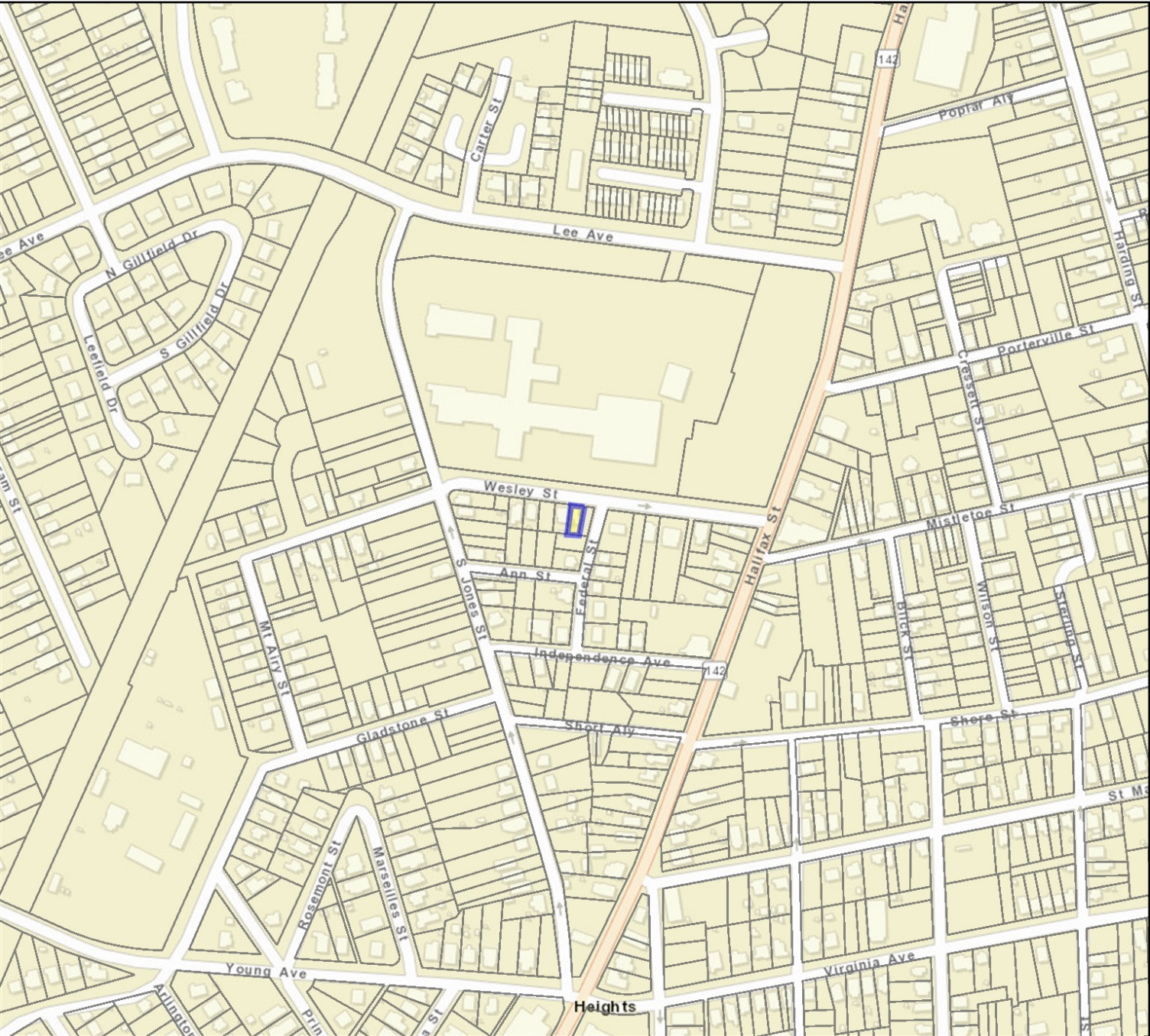
Property Tax (Coming Soon)

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

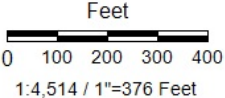
Legend

- City Boundary
- Parcels



Parcel #: 030180005

Date: 6/16/2025



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.

I

Letter of Intent for 704 and 706 witten st Petersburg virginia.

Good evening, I am Kai Haskett and my Partner is George Fetko

We have developed, rehabbed, sold and rented multiple properties in the Petersburg and Hopewell area. We have been very active in assisting and revitalizing each city.

I write today to express interest to purchase and develop both 704 Wesley st and 706 Wesley st into a 3 bed 2 bath 1066 sqft one story shotgun style single family residential home. This structure conforms with the neighborhood and would be a great addition and aesthetically pleasing to neighbors and pedestrians alike. I am proposing to build the same property designed by Marlow Jones on witten st as I am proposing to build at 706 wesley st, which I requested a variance for. But was told I would not need one so long as I am purchasing both lots. Which is what we plan to do. Purchase both lots, build two similar single family homes and get great families into our community.

I Propose the assessed value of both property \$3100 and \$4500 respectively are justifiable prices and I propose to combine them both for the purchase price of \$7600. .

For any questions you can contact Kai Haskett at 8043630703. Or George Fetko at 8046919358

We look forward to working closely and diligently with the City of Petersburg, Thank you for taking the time to consider our offer.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a 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 724 Harding Street, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and Anthony Jackson for the development of 724 Harding Street, located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from Anthony Jackson for the development of 724 Harding 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 724 Harding Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 724 Harding Initial Offer Pack
3. 724 Harding St. Development Plan

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned property at 724 Harding Street.

WHEREAS, the City of Petersburg has received a proposal from ANTHONY JACKSON to purchase the City-owned property at 724 Harding 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 the Purchase Agreement with ANTHONY JACKSON toward the sale and development of City-owned property located at 724 Harding Street.

PROJECT BRIEF

Developer:	ANTHONY JACKSON
Project Address:	724 HARDING STREET
Assessed Value:	\$9600
Offer Amount:	\$9600
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family dwelling.

PROPERTY PICTURE (TODAY)



SKETCHED SCALE (IF AVAILABLE)

Anthony Jackson
16001 Clawton Ct.
Chesterfield, VA 23832
804-971-7183

Date: September 7, 2025

City of Petersburg Real Estate Department

Subject: Offer to Purchase Lot at 724 Harding St., Petersburg, VA 23803

To Whom It May Concern,

I am writing to formally express my interest in purchasing the property located at 724 Harding St., Petersburg, VA 23803. As part of this offer, I propose to pay the assessed value of \$9,600 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 804-971-7183 or email at 2ndALJ@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Jackson', with a stylized flourish at the end.

Anthony Jackson

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 19,600

Consideration: \$ 9,600

Tax Map No.: 031250014

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 9/7/25, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Anthony Jackson, 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 724 Harding St, Tax Map Number 031250014 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 ninety six hundred (\$9,600) (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 sixty (\$960) (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, it's 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

PURCAHSER:

Anthony Jackson
16001 Clawton Ct.
Chesterfield, VA 23832
804-971-7183
2ndALJ@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.
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- 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: Anthony Jackson
By: [Signature] Anthony Jackson
Title: Owner
Date: 9/7/2025

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

Petersburg, Virginia

Parcel: 031250014

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	724 HARDING ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.212	City Ward:	5
Legal Description:	42X220	Polling Place:	Tabernacle Baptist Church
Subdivision:	Budd	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/26/2007	\$9,900	2007/6334

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	\$9,600	\$9,600	\$9,600	\$9,600	\$9,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,600	\$9,600	\$9,600	\$9,600	\$9,600

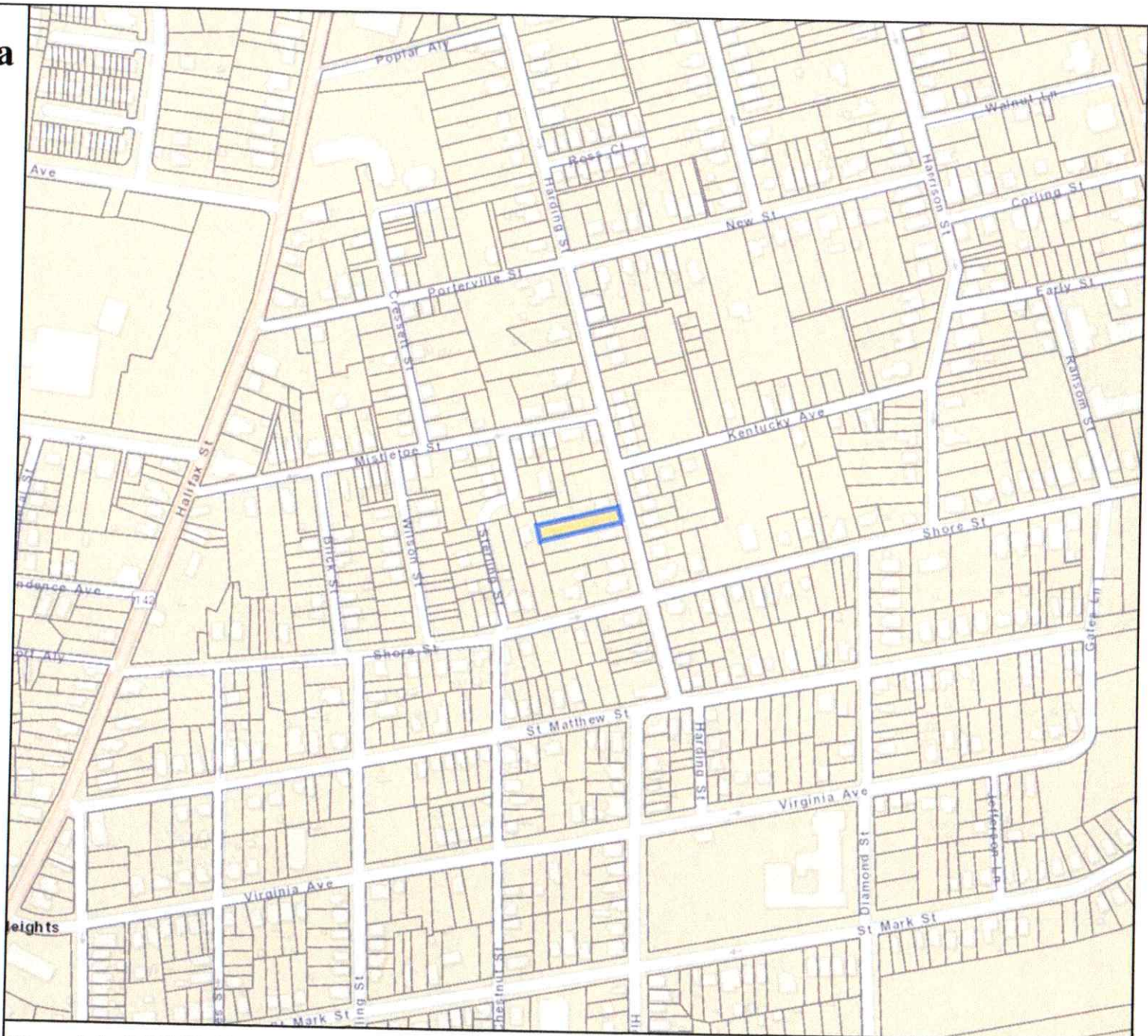
Property Tax (Coming Soon)

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

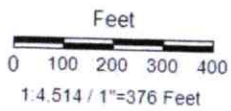
Legend

-  City Boundary
-  Parcels



Parcel #: 031250014

Date: 9/8/2025



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.

Business Plan for 724 Harding St., Petersburg, VA 23803

Executive Summary

Anthony Jackson, an experienced owner and general contractor, specializes in building high-end affordable housing. The project at 724 Harding St. 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. Anthony Jackson 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 723 Harding St. stands out in its market due to:

- High-quality design comparable to custom homes but at an affordable price point.
- Strategic location within a growing community.
- Commitment to utilizing cash resources, ensuring timely completion without financing delays.

Organizational Structure

Owner/General Contractor: Anthony Jackson 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 1,500 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 (\$9,600).

Construction costs, including materials, labor, and permits.

Landscaping and site improvements.

Operating Budget

Minimal operating costs during construction include:

- Temporary utilities and insurance.

Pro Forma Financial Projections

- Estimated Sale Price: Competitive with similar homes in the neighborhood (approx. \$250,000-\$275,000).

- 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, as well as 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:

March 2026: Begin site preparation and utility connections.

April-June 2026: Construction of the home, including framing, roofing, and interior finishes.

July 2026: Final inspections, landscaping, and completion.

• August 2026: Home ready for occupancy

Site Development Plan for 723 Harding St, Petersburg, VA 23803

Project Overview

- Project Type: New Construction, Single-Family Home
- Home Specifications:
- Size: 1,500 sq. ft.
- Bedrooms: 3
- Bathrooms: 2.5
- Features: Porch, Deck

Development Timeline

- March 2026:
 - Begin site preparation (clearing, grading, and soil testing).
 - Install utility connections (water, sewer, electricity, and gas).
 - Obtain final permits from the City of Petersburg.\
- April 2026:
 - Begin foundation work (excavation, pouring foundation).
 - Start framing and structural construction.

May-June 2026:

Complete roofing, exterior finishes, and interior rough-ins (plumbing, electrical, HVAC).

Begin interior drywall and insulation installation.

- July 2026:
 - Finalize interior finishes (flooring, paint, cabinetry, and fixtures).
- Landscaping and driveway installation.
Conduct final inspections and obtain certificate of occupancy.

Early August 2025: Complete construction and prepare for occupancy.

Projected Costs

Total Estimated Cost: \$170,000

Roles and Responsibilities

- Owner and General Contractor: Anthony
- 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 124 Pine St project.

Re: 723 Harding buildability info

From: **Maxwell Gorman** | mgorman@petersburg-va.org

April 28, 2025, 11:23 AM

To: **Anthony Jackson** | 2ndalj@gmail.com

I apologize for the error,

724 Harding Street is considered buildable from a zoning standpoint.

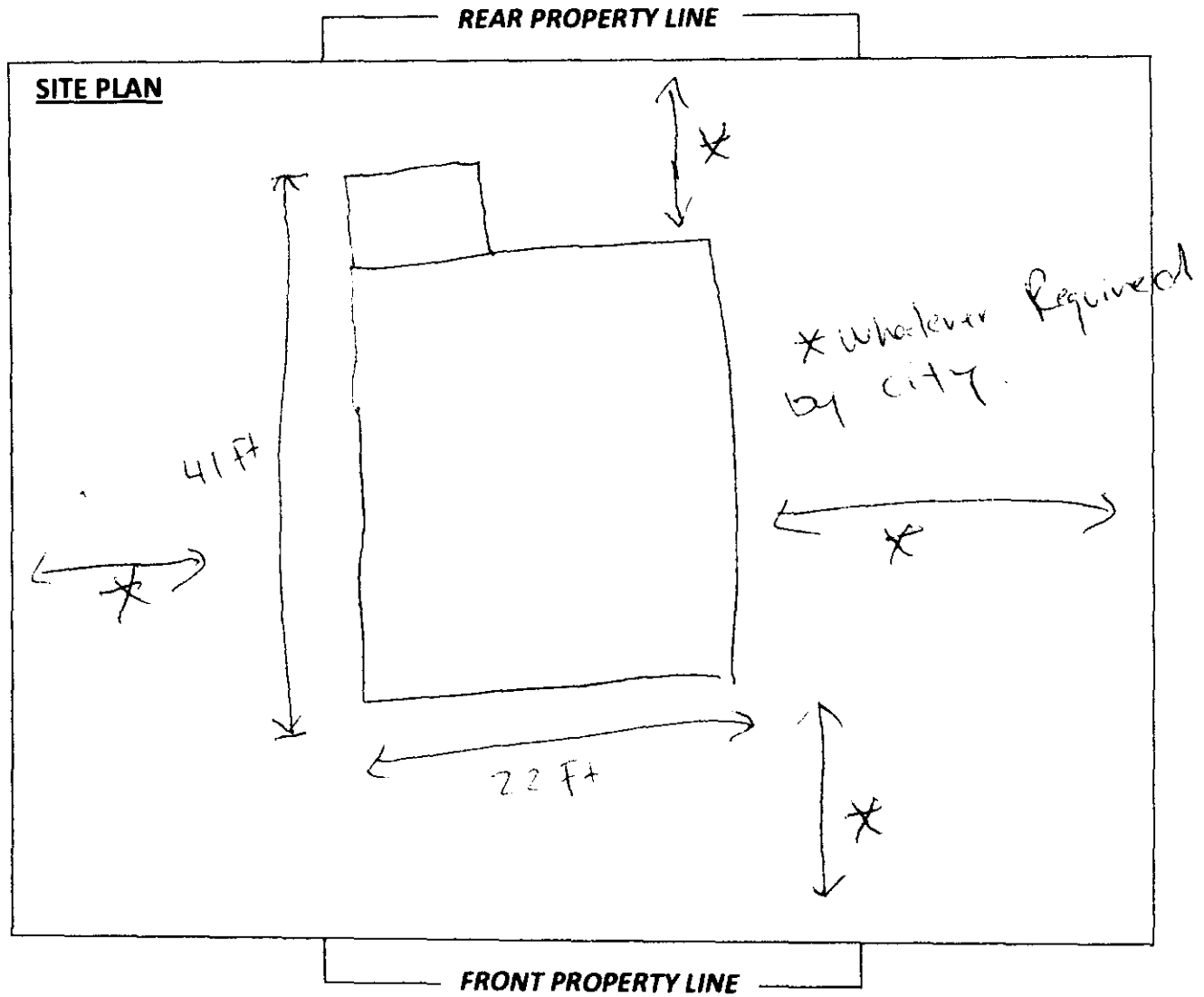
The lot is considered non-conforming, however a single-family dwelling may be built on non-conforming lots. All setbacks must be met. Off-street parking must be provided.

Maxwell Gorman
Zoning Administrator

Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

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



Example 1 New structure on vacant lot	Example 2 Addition to existing structure	Example 3 Accessory structure



P.O. Box 90010 Richmond, VA 23225-9010
(804) 323-6800 (800) 285-6609 vacu.org

ANTHONY JACKSON
16001 CLAWTON CT
CHESTERFIELD, VA 23832-2836

Thank you for contacting Virginia Credit Union. Please accept this letter as verification of the account information you requested. If you have any additional questions, feel free to contact Member Services at (804)323-6000 extension 1702.

Deposit Type	Open Date	Prev YTD Avg Bal	Current YTD Avg Bal	Current Balance	Rate	YTD NSF's
Checking	06/08/2023	\$2,170.70	\$32,732.82	\$10,930.63	0.00%	0
Savings	06/08/2023	\$5.00	\$5.00	\$5.00	0.00%	
Savings	06/08/2023	\$5.00	\$98,464.99	\$250,661.16	3.20%	
Deposit Totals:		<u>\$2,180.70</u>	<u>\$131,202.81</u>	<u>\$261,596.79</u>		<u>0</u>

Sincerely,

Mary McNally
Member Services Representative



JACKSON
CONSTRUCTION CO.

724 Harding Street Development

Address: 724 Harding Street, Petersburg, VA 23803

Project Type: Single Family Home

Lot Size: .212 Acres

Proposed Square Footage: 1560 Square Feet (2 Story)

Bedrooms: 3

Bathrooms: 2 Full, 1 Half

Goal: Deliver quality, affordable housing that fits the character of the neighborhood.

Front Elevation (approximation)



Rear Elevation (approximation)



Community Impact

Housing Need: Adds to Petersburg's affordable housing inventory.

Design Fit: Compatible with surrounding homes in scale and look.

Ownership Opportunity: Built for owner-occupant or first time buyer.

Tax Base: Increases city revenue through property taxes.

Job Creation: Supports local subcontractors and suppliers.

Projected Timeline

Plans & Permits: March 2026

Site Prep & Utilities: Late March 2026

Foundation: Early April 2026

Framing/Dry In: Mid-April to May 2026

Rough Ins & Inspections: May 2026

Insulation & Drywall: Early June 2026

Interior Finishes: Mid-June 2026

Final Touches: Late June 2026

Listing/Sale: August 2026

Developer Info & Contact

Builder: A. Jackson Construction Co.

Contractor License #: 2705192239 (Class A, RBC)

Owner: Anthony Jackson

Experience: Local builder committed to quality and affordability. Licensed Real Estate Broker. Licensed Mortgage Originator.

Address: 7305 Hancock Village Dr. #143, Chesterfield, VA 23832

Phone: (804) 971-7183

Email: info@ajacksonco.com





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SKYE IS THE LIMIT RESIDENTIAL SERVICES LLC for the Development of 137 Franklin Street, Located in Petersburg, VA**

PURPOSE: To consider an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and Skye Is The Limit Residential Services LLC for the development of 137 Franklin Street, located in Petersburg, VA.

REASON: The City of Petersburg has received a proposal from Skye Is The Limit Residential Services LLC for the development of 137 Franklin 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 746 Mount Airy Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/7/2025

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. 137 Franklin Street -Wilson Packet

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned property at 137 Franklin Street.

WHEREAS, the City of Petersburg has received a proposal from SKYE IS THE LIMIT RESIDENTIAL SERVICES LLC to purchase the City-owned property at 137 Franklin 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 the Purchase Agreement with SKYE IS THE LIMIT RESIDENTIAL SERVICES LLC to purchase the City-owned property at 137 Franklin Street.

PROJECT BRIEF

Developer:	SKYE IS THE LIMIT
Project Address:	137 FRANKLIN STREET
Assessed Value:	\$20700
Offer Amount:	\$20700
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family dwelling.

PROPERTY PICTURE (TODAY)



SKETCHED SCALE (IF AVAILABLE)




September 10, 2025

To: City of Petersburg

I'm writing this letter to formally express my intention to purchase property address **137 Franklin Street** (parcel #011300023, legal acreage .117). I am offering \$20,700 for the property (vacant lot), with plans to build an estimated 2000-2500 sq ft single family residence. I am requesting a 90-day study period, to take effect after my offer is accepted and an agreement between the City of Petersburg and Skye Is The Limit Residential Services LLC is executed.

As a current business owner in Petersburg, I am looking forward to expanding my relationship with the city and being a small contributor in its revitalization.

Sincerely,


Antywone Wilson
President
Skye Is The Limit

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$20,700

Consideration: \$20,700

Tax Map No.: 011300023

This **Residential** Real Estate Purchase Agreement (the "Agreement") is dated **September 10, 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, **Skye Is The Limit Residential Services 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: **137 Franklin Street**, Tax Map Number: **011300023** and further described as **137 Franklin Street** 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 **Twenty Thousand Seven Hundred Dollars (\$20,700)** (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, **Twenty Thousand Seven Hundred Dollars (\$20,700)** (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 [INSERT – date of Council Presentation regarding Purchase Agreement]). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on [INSERT – 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 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

PURCAHSER:

Skye Is The Limit Residential Services
10814 S Crater Road 23805

COPY TO: Antywone Wilson
PO Box 3600
Chester, VA 23831

AW

AW

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:

Skye Is The Limit Residential Services

By: Antwone Wilson, 

Title: President

Date: September 10, 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

Petersburg, Virginia

Parcel: 011300023

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Centre Hill
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	137 FRANKLIN ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.117	City Ward:	4
Legal Description:	36 - 18 X 100 - 145	Polling Place:	Union Train Station
Subdivision:	Centre Hill Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:	Centre Hill	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
	8/22/2006	\$351,410	2006/4230

Assessments

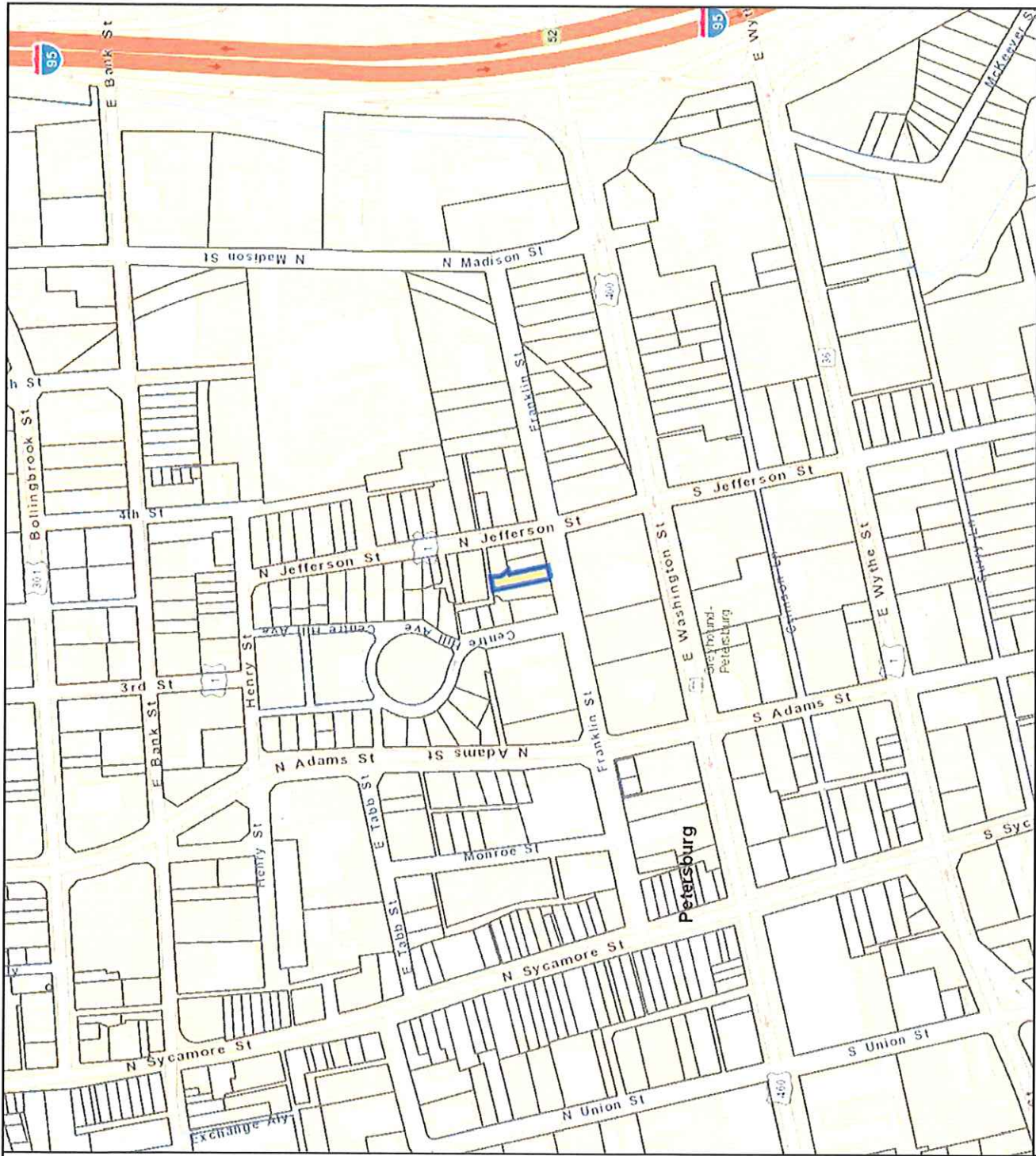
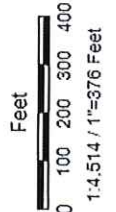
Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$20,700	\$20,700	\$20,700	\$20,700	\$20,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$20,700	\$20,700	\$20,700	\$20,700	\$20,700

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 #: 011300023

Date: 9/9/2025

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.

THIS PLAN IS APPROVED FOR ADDRESS ONLY AND NOT TO BE USED FOR ANY ADDITIONAL PERMITS WITHOUT THE SIGNATURE OF THE ARCHITECT OR WRITTEN PERMISSION FROM ARCHITECTS LICENSURE BOARD, VIRGINIA. 348 East Street, Petersburg, VA.

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 919.832.3200 • www.tightlinesdesigns.com

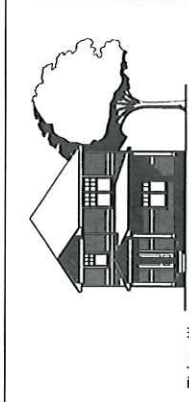
Fisher III



Date: 12/29/21
 Designer: D.A.S.
 Checked by: C.L.B.
 Proj. No.: 1710283.3
 Revision: date

Floorplan:
 Foundation Plan,
 NG183

A1.1



Fisher III
 10' 0" FRONT PORCH
 6' 0" DEEP FRONT PORCH

GENERAL NOTES:
 1. This drawing is only valid for the project shown. The contractor shall provide all required temporary shoring and bracing for all excavation work.
 2. The architect is not responsible for construction sequencing, methods, or techniques in connection with this drawing. The contractor shall be responsible for all construction methods, methods, and techniques used in the construction of the project.
 3. All dimensions shall be taken from the finished grade unless otherwise noted.
 4. The contractor shall be responsible for all excavation and shoring work.
 5. Any foundation work shall be in accordance with the applicable provisions of the International Code and any local laws above the structure to be constructed.

FOUNDATION LAYOUT NOTES:
 1. All foundations shall be constructed with a minimum concrete strength of 3,000 psi.
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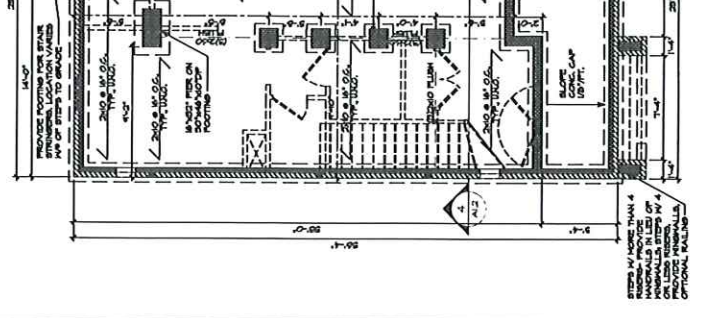
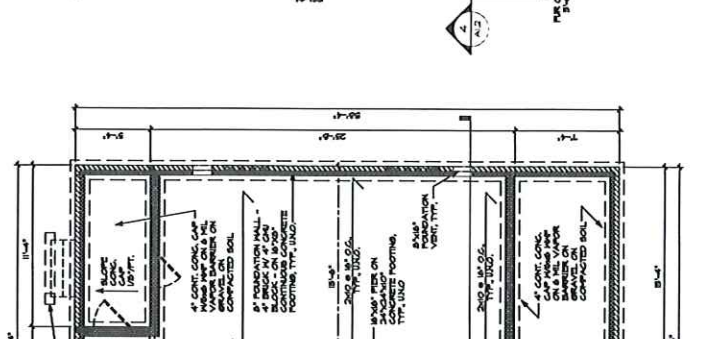
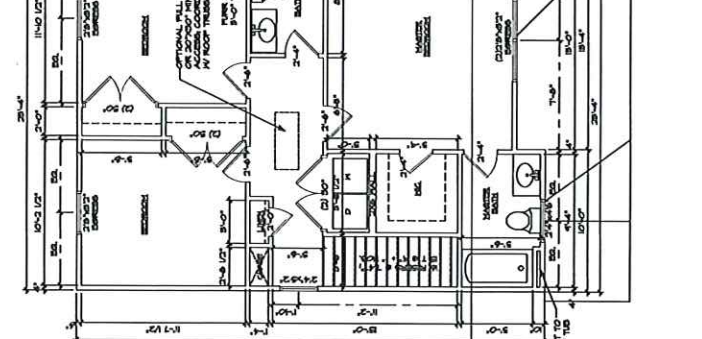
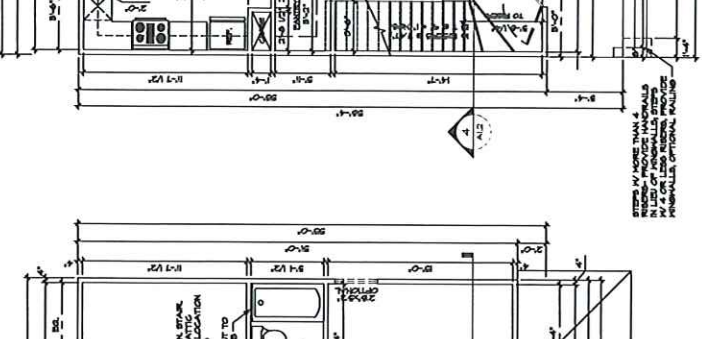
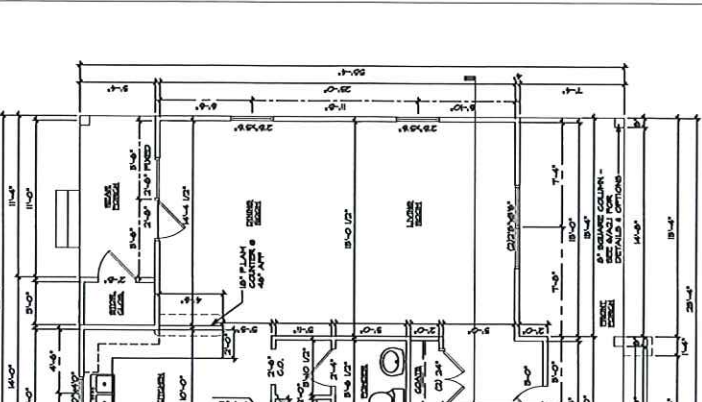
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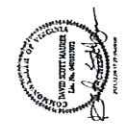
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THIS PLAN IS THE PROPERTY OF TIGHTLINES DESIGNS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF TIGHTLINES DESIGNS. ANY UNAUTHORIZED USE OF THIS PLAN IS STRICTLY PROHIBITED. THE PURCHASER OF THIS PLAN AGREES TO HOLD TIGHTLINES DESIGNS HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST TIGHTLINES DESIGNS BY ANY THIRD PARTY AS A RESULT OF THE USE OF THIS PLAN. TIGHTLINES DESIGNS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. TIGHTLINES DESIGNS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST TIGHTLINES DESIGNS BY ANY THIRD PARTY AS A RESULT OF THE USE OF THIS PLAN.

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Fisher III



Date	12/26/21
By	D.A.L.
Checked by	C.L.B.
Plot no.	171033.3
Revision	DATE

Floor & Roof Framing, Trusses, Sections & Insulation Notes
A1.2

1.1 Solid wood framing shall conform to the specifications as listed in the following table. All framing shall be installed in accordance with the International Residential Code (IRC) and the manufacturer's instructions. All framing shall be installed in accordance with the manufacturer's instructions. All framing shall be installed in accordance with the manufacturer's instructions.

Location	Member	Species	Size	Grade
21	Header	Red Pine	2x6	SR
22	Stud	Red Pine	2x4	SR
23	Staircase	Red Pine	2x4	SR
24	Staircase	Red Pine	2x4	SR
25	Staircase	Red Pine	2x4	SR
26	Staircase	Red Pine	2x4	SR
27	Staircase	Red Pine	2x4	SR
28	Staircase	Red Pine	2x4	SR
29	Staircase	Red Pine	2x4	SR
30	Staircase	Red Pine	2x4	SR
31	Staircase	Red Pine	2x4	SR
32	Staircase	Red Pine	2x4	SR
33	Staircase	Red Pine	2x4	SR
34	Staircase	Red Pine	2x4	SR
35	Staircase	Red Pine	2x4	SR
36	Staircase	Red Pine	2x4	SR
37	Staircase	Red Pine	2x4	SR
38	Staircase	Red Pine	2x4	SR
39	Staircase	Red Pine	2x4	SR
40	Staircase	Red Pine	2x4	SR
41	Staircase	Red Pine	2x4	SR
42	Staircase	Red Pine	2x4	SR
43	Staircase	Red Pine	2x4	SR
44	Staircase	Red Pine	2x4	SR
45	Staircase	Red Pine	2x4	SR
46	Staircase	Red Pine	2x4	SR
47	Staircase	Red Pine	2x4	SR
48	Staircase	Red Pine	2x4	SR
49	Staircase	Red Pine	2x4	SR
50	Staircase	Red Pine	2x4	SR

1.2 All framing shall be installed in accordance with the manufacturer's instructions. All framing shall be installed in accordance with the manufacturer's instructions. All framing shall be installed in accordance with the manufacturer's instructions.

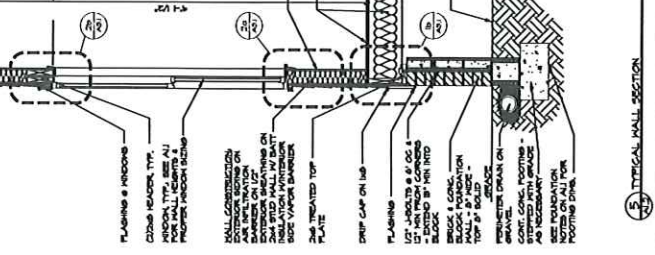
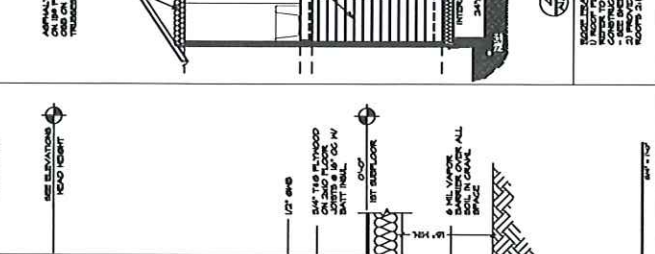
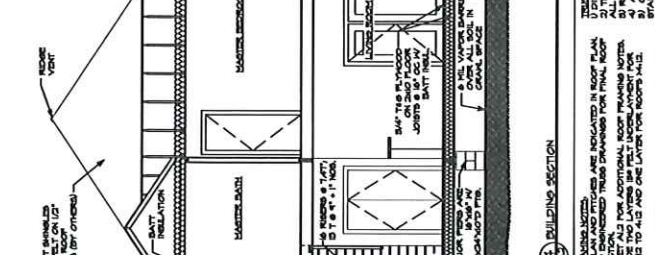
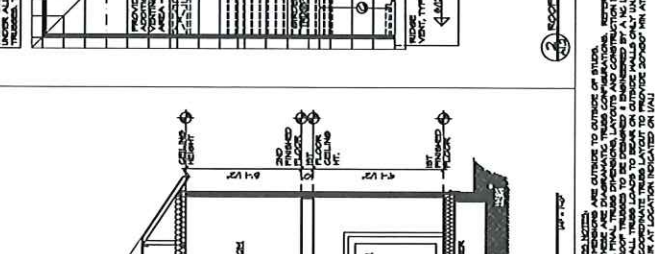
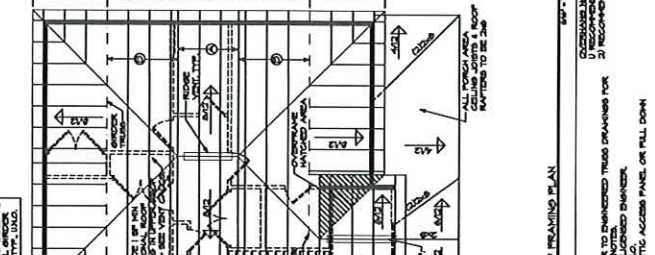
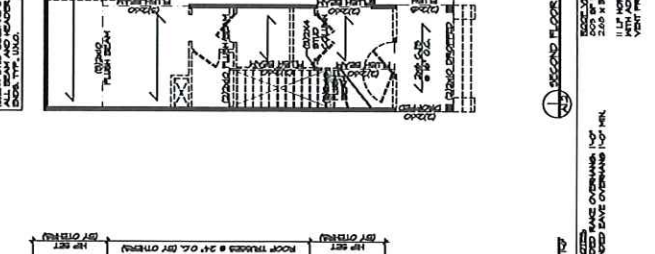
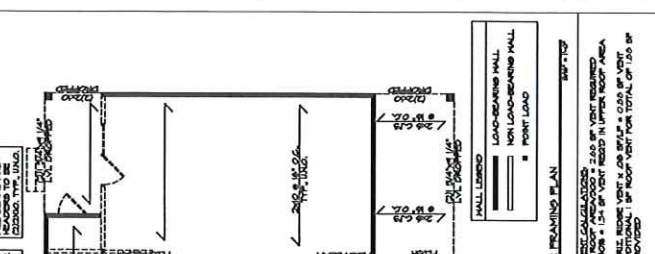
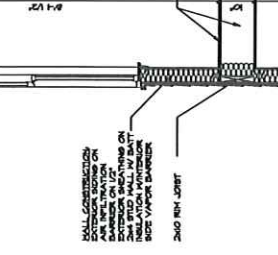
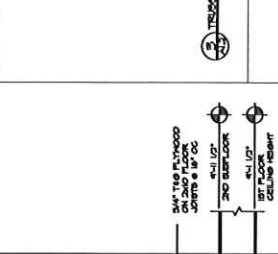
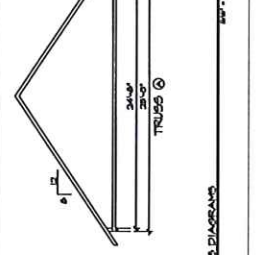
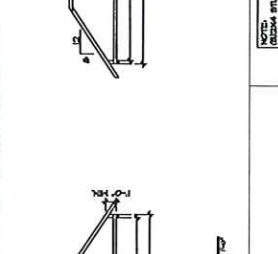
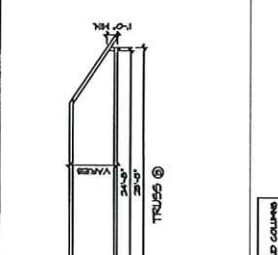
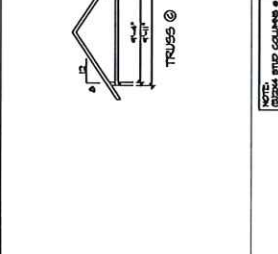
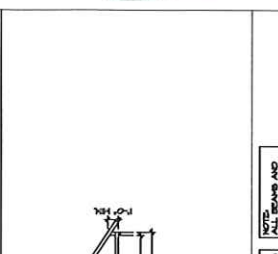
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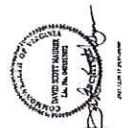
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THIS PLAN IS AN APPROXIMATE ADDRESS ONLY AND IS NOT TO BE USED FOR ANY ADDITIONAL ADDRESSES WITHOUT THE PURCHASE OF ADDITIONAL LICENSES OR WRITERS FROM AUTHORITY JURISDICTION. SEE LOCAL, STATE, FEDERAL, AND INTERNATIONAL REGULATIONS. PERMITTED BY: [Signature]

Tightlines Designs
 creating great places to live
 1916 E. Highway 51, Suite 501 • Raleigh, NC 27601
 919.642.3800 • www.tightlinesdesigns.com

Fisher III



Date: 12.09.21
 Drafter: D.A.S.
 Checked by: C.L.B.
 Plot no.: 5210033
 Revision: 04/21

Foundation, Wall & Roof Framing Details
A3.1

RAKE & EAVE DETAILS

1 TYPICAL RAKE DETAIL
 VARIANTS: SEE PLAN FOR RAKE PLAN. PROVIDE INSULATION SAMPLE TO ALLOW AIR FLOW. DRAIN EDGE: 1/2" MIN. VENTED SOFFIT WITH VENTED SIP OR 2" AIR SPACE OVER INSULATION. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

2 BOXED EAVE DETAIL
 VARIANTS: SEE PLAN FOR BOXED EAVE DETAIL. PROVIDE INSULATION SAMPLE TO ALLOW AIR FLOW. DRAIN EDGE: 1/2" MIN. VENTED SOFFIT WITH VENTED SIP OR 2" AIR SPACE OVER INSULATION. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

3 SLOPED EAVE DETAIL
 VARIANTS: SEE PLAN FOR SLOPED EAVE DETAIL. PROVIDE INSULATION SAMPLE TO ALLOW AIR FLOW. DRAIN EDGE: 1/2" MIN. VENTED SOFFIT WITH VENTED SIP OR 2" AIR SPACE OVER INSULATION. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

WINDOW INSTALLATION

1 PRECAST WINDOW
 AIR INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

2 VINYL WINDOW
 AIR INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

3 WOOD WINDOW
 AIR INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

FRAMING DETAILS

1 EXTERIOR WALL
 INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

2 INTERIOR WALL
 INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

3 T-WALL DETAIL
 INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

FOUNDATION DETAILS

1 EXTERIOR FOUNDATION
 CONCRETE: SEE PLAN. INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

2 INTERIOR FOUNDATION
 CONCRETE: SEE PLAN. INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

3 ALTERNATE SEALED CRAWL SPACE FOUNDATION
 CONCRETE: SEE PLAN. INSULATION: SEE PLAN. WEATHERING: SEE PLAN. METALLIC FLASHING: SEE PLAN. HURRICANE TIE: 3/8" DIA. @ 48" ON CENTER. 2" MIN. OVERHANG. 1/2" MIN. FROM PROPERTY LINE.

Shalonda Venable-Royster

From: Shalonda Venable-Royster
Sent: Tuesday, September 16, 2025 2:03 PM
To: Shalonda Venable-Royster
Subject: FW: 135 & 137 Franklin Statement of buildability

----- Forwarded message -----

From: **Maxwell Gorman** <mgorman@petersburg-va.org>
Date: Tue, Sep 16, 2025 at 11:29 AM
Subject: 135 & 137 Franklin Statement of buildability
To: coachku@gmail.com <coachku@gmail.com>
CC: Debbie Porter <dporter@petersburg-va.org>

Good morning Mr. Wilson,

137 Franklin street are each considered "buildable" from a zoning standpoint. The properties are zoned R3-Two-family residential. The permitted uses may be found [here](#).

Both lots are less than the minimum zoning district lot area and width requirements making them each nonconforming. [Article 25. Section 3.3.6](#) does allow for a single-family dwelling to be built on nonconforming lots.

As stated in the above code section, if the two nonconforming lots are contiguous and under the same ownership, that exception will not apply. Because both of these lots are considered to be nonconforming, if you own both, you will not be able to build a single-family dwelling on each lot. The two lots must be merged into one lot before development can begin.

Both lots are located within a local historic district. Any new construction and permanent changes to the property must be approved by the Architecture Review Board. The ARB is responsible for maintaining the historic integrity of the neighborhood and can regulate design aesthetics and materials used in construction.



Maxwell Gorman
Zoning Administrator, Planning & Community
Development
[135 N Union Street, Petersburg, VA 23803](https://www.petersburg-va.org/135-N-Union-Street-Petersburg-VA-23803)
D:804-733-2312
C:804-892-7630

Email correspondence does not constitute a formal Zoning Determination or Zoning Confirmation.

All official correspondence will come from an @petersburg-va.org email and from an employee listed in the Department's [staff directory](#) — please contact us directly if you receive suspicious messages or payment requests.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

RE: **First Read and to Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund**

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

REASON: Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

RECOMMENDATION: Approve Ordinance & Appropriate funds

BACKGROUND: The Petersburg Community Corrections Department received a grant from the Opioid Abatement Authority (OAA) in the amount of \$540,000 & The Petersburg Bureau of Police received 2 grants from VA Department of Motor Vehicles in the amount of \$45,683 & \$121,020

COST TO CITY: \$706,703

BUDGETED ITEM: Grants

REVENUE TO CITY: \$706,703

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Petersburg Community Corrections, Petersburg Bureau of Police

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Grant Ordinance - Operation STOP.DMV Traffic.DMV Alcohol

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:	
OAA Operation STOP	\$540,000
DMV SE FY26 – Police Traffic Services	\$45,683
DMV SE FY26 - Alcohol	\$121,020
Total Revenue	\$706,703

- 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:	
OAA Operation STOP	\$540,000
DMV SE FY26 – Police Traffic Services	\$45,683
DMV SE FY26 - Alcohol	\$121,020
Total Expense	\$706,703



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

RE: **First Read and to Schedule a Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan**

PURPOSE: Schedule a Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan

REASON: Schedule a Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan

RECOMMENDATION: Approve Capital Improvement Plan

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. FY26 Capital Budget 8.27.25
2. FY26 Capital Budget Funding Sources 8.27.25



FY 2026 CAPITAL BUDGET

PROJECT NAME		PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
FACILITIES:				
400 Farmer St Renovation	This project involves the construction phase of the project to ensure that the Petersburg Police Department can reside at the building & it has the functionality they need.		\$6,219,000	Bonds
Animal Shelter Projct	This project is to establish a new animal shelter that would replace the current animal shelter on Flank Rd. This would be built on current City owned property.		\$2,000,000	Bonds
Union Train Station	This project involves the rehabilitation of the portico section including the 4 columns that represent the main entrance to the buiding.		\$417,500	Capital Reserve
Parks & Recreation Rehabilitation	Phase I of this project which will occur in FY26 includes the renovation of the bathrooms at Legends Park, Farmer Street, & Wilcox Lake. Also included in this phase is resurfacing the tracks at Albert Jones Field & Berkley Manor. In FY's 27-30 additional renovations include sports complex renovations as well as bathroom renovations at McKenzie St. Park & Berkley Manor.		\$150,000	Capital Reserve
City Hall Annex/Bathroom Renovations	This project is to upgrade the bathrooms in City Hall & City Hall Annex. It was started last year and this is an extension of that project.		\$41,000	Capital Reserve
Distrit Court Building	This funding is set aside for the design & construction of a District Court building that will contain the General Distric Court & the Juvenile & Domestic Relations Court in future years.		\$6,219,700	Bonds
HVAC Replacements	This project is to replace the older City HVAC units that have reached the end of their useful lives. Examples include the Centre Hill, Exchange Building & Blandford Church.		\$632,500	Capital Reserve
Southside Depot Visitor Center Design & Displays	This project consists of displays, etc. that would be designed for the Visitor's Center.		\$380,000	ARPA \$230k & Capital Reserve \$150k
First Floor Exchange Building Renovation	This project consts of renovation the 1st floor of the Exchange Building			
FACILITIES TOTAL			\$16,059,700	
FIRE & EMS:				
Concrete Apron - Market Street Fire Station	This project involves the construction phase of the project to ensure that the Petersburg Police Department can reside at the building & it has the functionality they need.		\$210,000	Capital Reserve
FIRE & EMS TOTAL			\$210,000	
IT:				
BAI Municipal Financial System Replacement	This project is to first assess, plan, design, & replace the current BAI legacy financial system.		\$72,300	Capital Reserve
IT TOTAL			\$72,300	
PUBLIC WORKS:				
South Crater Road Traffic Signal Improvements (Phase I)	Rebuilding existing span wire signals; modernizing existing traffic signals; pedestrian accomodations; replacing existing communication system equipment at six intersections on S Crater Rd.		\$1,389,870	Congestion Mitigation & Ait Quality (CMAQ) Funding; 100% Reimbursable
South Sycamore St. Bridge Culvert Rehab (Phase I)	Concrete repairs; de-lamination of reinforced concrete box culvert; replace downstream head walls		\$360,648	VDOT State of Good Repair (SGR); 100% reimbursable
PUBLIC WORKS TOTAL			\$1,750,518	



FY 2026 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
Engineering:			
Safe Routes to Schools	Consulting work associated with preparation of Safe Routes to School (SRTS) plans and grant applications to VDOT for each of the ten (10) schools in the City. (Cool Spring Elementary, Westview Early Childhood Center; Blandford Academy; Pleasants Lane Elementary; Petersburg High School; Vernon Johns Middle; Pittman Technical Annex; Lakemont Elementary; Walnut Hill Elementary; Appomattox Regional Governor's School).	\$75,000	General Fund - Eng
Bridge Maintenance Program	Contract annually with consulting engineering firm to prepare engineered plans and specifications to advertise for bid annual bridge and culvert maintenance contract. Bridges will be done based on priority.	\$200,000	General Fund - Eng (annually)
City Wide Pavement Analysis	City Wide Pavement Assessment of all City roads and alleyways. This would determine the pavement condition of city streets and alleys. This would then assist with the establishment of a 10-Year Street Improvement Plan that would choose a assist with the annual paving/resurfacing/treatment of City roads.	\$100,000	General Fund - Eng
City Wide Parking Study	The City has a need for a City wide parking study to perform an analysis of the City's and current and future development parking needs. It includes an inventory of existing parking, an evaluation of current parking conditions, and projections of future parking demand. Parking studies are conducted to inform decisions about land use, transportation infrastructure, and parking management.	\$150,000	General Fund - Eng
E Wythe St Traffic Management Plan	Install temporary left lane closure for the East Wythe Street Bridge over Lieutenant Run. The total project cost is \$250,000 funded 60% Engineering, 20% Street Operations, & 20% Stormwater	\$250,000	Eng (\$150k) , SW (\$50k), & Street Operations (\$50k)
TOTAL ENGINEERING		\$775,000	
STREET OPERATIONS:			
Annual Paving	Rebuilding existing span wire signals; modernizing existing traffic signals; pedestrian accomodations; replacing existing communication system equipment at six intersections on S Crater Rd.	\$2,000,000	VDOT Urban Maintenance Funds
Oak Hill Road Bridge Replacement	The proposed bridge replacement project will benefit the residents who would like to use this roadway that is currently closed due to unsafe conditions with the existing bridge.The project will provide improved stormwater conveyance capacity with the construction of an engineering desinged concrete culvert that will also be the subsurface support structure for the roadway. The new strucutre will provide increased load capacity. Additional benefits that would be derived from this project: Reduced Emergency Response Time, Reduced Commuting Time, Reduced Commuting Expenses, and Reduced Vehicle Emissions.	\$4,000,000	VDOT Urban Maintenance Funds
STREET OPERATIONS		\$6,000,000	



FY 2026 CAPITAL BUDGET

		FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
PROJECT NAME	PROJECT DESCRIPTION		
STORMWATER:			
Fleets Branch Stream Restoration (Phase 2)	This project is Phase 2 (~1000 feet) of a 2,027-foot stream restoration of Fleets Branch (on Virginia State University property). The project is the result of a collaborative effort between VSU and the City.	\$498,762	NFWF Grant & DEQ SLAF Grant
Shirley Avenue Stream Restoration	This project consists of approximately 1,020 linear feet of a tributary to Lieutenants Run that drains roughly 85 acres in the Chesapeake Bay watershed. Several vertical and undercut banks are present throughout this section of channel with banks varying from 2ft to 12 ft. This project is located in a residential area along one parcel owned by the City.	\$412,655	DEQ SLAF Grant
Shirley Avenue Stream Restoration (Extension)	The Shirley Avenue Stream Restoration Project Extension consists of approximately 500 additional linear feet of a tributary to Lieutenants Run that drains roughly 85 acres in the Chesapeake Bay watershed. Several vertical and undercut banks are present throughout this section of channel with banks approximately 6-8 ft in height. This project is located along two private property parcels and adjoins the Shirley Avenue Stream Restoration Project to North Blvd culvert crossings.	\$321,161	DEQ SLAF Grant
Wilcox Lake Overtopping (Dam Improvements)	The Project provides structural improvements as required by DCR for the Wilcox Lake Dam - which is classified as a "High Hazard Potential Dam" ("HHPD"). These improvements are required to bring the dam back into compliance with the VA Dam Safety Regulations. The trees on the face of the embankment of the dam will be removed, and the embankment surface will be armored with HydroTurf(TM) - which will strengthen the embankment of the dam to structurally handle the required design storage/rainfall for the lake.	\$1,500,000	DSFPPAF Grant; HHPD Grant; & City Match
CFPF Round 2 - Citywide Drainage Study (Phase 1)	The Project provides for inventory, modeling, troubleshooting and future potential improvements for the City's stormwater system. GIS Inventory of significant drainage structures and conveyances, followed by critical modeling of the stormwater system to identify areas of chronic drainage issues.	\$531,093	CFPF Grant
CFPF Round 2 - Resilience Plan & Floodplain Admin.	This "Capacity Building" project was a grant award to the City from Round 2 of the Community Flood Preparedness Fund (CFPF) on behalf of the Department of Conservation and Recreation (DCR). This grant award was to develop a Resilience Plan for the City to provide concrete steps for Petersburg to become more resilient. The grant award also provided for hiring a "Floodplain Administrator" (FPA) by paying the salary for the first three (3) years.	\$128,339	CFPF Grant
CFPF Rd 3 - Bank Street - Phase 1 (R/W)	This project will replace the deteriorating existing culvert under Bank Street (in City R/W) that carries the flow of Brickhouse Run, a major tributary of the Appomattox River that runs through the City.	\$5,920,702	CFPF Grant
CFPF Round 4 - Property Assessment	This "Studies" grant project was an award to the City from Round 4 of the Community Flood Preparedness Fund (CFPF) on behalf of the Department of Conservation and Recreation (DCR). This grant award was to analyze the relevant attributes of 130 properties located within designated local floodplain districts to identify range of costs associated with the potential purchase of impacted properties and provide recommendations to develop of a long-term plan to fund the City's program.	\$107,000	CFPF Grant
CFPF Round 4 - Capacity Building - 3rd Party Reviewer)	This "Capacity Building" project was a grant award to the City from Round 4 of the Community Flood Preparedness Fund (CFPF) on behalf of the Department of Conservation and Recreation (DCR). This grant award was to secure the services of an engineering consultant for floodplain management consulting services as required by DCR.	\$150,000	CFPF Grant
MS4 Compliance Support Tasks	This project provides for external engineering consultant to support the City in facilitating/performing required annual inspections and gathering all annual documentation required to be reported to DEQ to comply with the City's Phase II MS4 Permit.	\$60,000	Stormwater Funding
STORMWATER TOTAL		\$9,629,712	



FY 2026 CAPITAL BUDGET

PROJECT NAME		PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
Water Utility:				
Water Distribution Main Rehabilitation	Planned and systematic replacement of water distribution mains which have reached the end of their useful life, undersized by current standards, or prone to repeat breaks or leaks. Major repair and replacement of water mains will be prioritized based on known issues, increased frequency of breaks, age, material, and localized City projects. A review of potential growth and economic development opportunities will be considered as these projects are scheduled. Project development cycles will tentatively be scheduled such that two projects are designed in an initial cycle year, with one construction project occurring in each of the following cycle years.	\$250,000	Virginia Resources Authority Bonds (VRA)	
Water Pump Station Rehabilitation & Upgrades	The City's water pumping stations requires routine and continuous maintenance and rehabilitation to prevent deterioration and equipment failures. Additionally, the City's water pump stations supply water to the City's second pressure zone. Increased demands will require increased capacity and resiliency.	\$116,000	Virginia Resources Authority Bonds (VRA)	
Locks Watermain Replacement - FY25	The proposed project includes installing approximately 7,500 linear feet of 20-inch or 24-inch ductile iron pipe from the Valve House at the Locks Booster Pump Station near Mill Road eastward along Upper Appomattox Street to North Dunlop Street, and then southward to Commerce Street. The first 4,190 feet of pipe from the west will be installed through a mostly wooded area and will require a 15-foot-high, 264 linear feet aerial crossing over Rohoic Creek. The next 2,720 feet of pipe will be installed along the right-of-way (ROW) of Upper Appomattox Street until reaching North Dunlop Street. The final 590 feet of pipe will be installed under the roadway of North Dunlop Street heading south and turning east under Commerce Street.	\$1,536,060	HUD Grant & Virginia Resources Authority Bonds (VRA)	
2.0 MMG Elevated Water Storage Tank	The periodic repair and rehabilitation of the City's water storage tanks. The typical schedule for painting tanks is 10-15 years depending on service conditions. Failure to properly inspect, maintain, and repair protective coatings to these tanks will result in leaks and ultimately failure of the steel structure. Previous coating inspections have confirmed no lead paint is present on any of the water storage tanks in the Petersburg Water System. The City currently has two ground storage tanks and four elevated storage tanks. Unexpected structural steel repairs can significantly increase project costs.	\$1,920,000	EDA Build Back Better Economic Development Authority (BBEDA) Grant & City Match	
Poor Creek SE Water System Improvements	The City required assistance to managing the monumental task of infrastructure improvements to handle the City's Pharmaceutical Hub & the potential Southeast development.	\$105,000	ARPA	
Water Booster Pumping Station & PRV's	The Program provides for major construction and upgrades to the water utility system. As a result of the City's Pharmaceutical Hub and potential Southeast development, a new pressure zone will be designed and implemented. This new pressure zone will require booster pumps & pressure-reducing valve vaults. The City's existing SCADA system will have to be upgraded and expanded to account for new assets and increased operational controls. It is also likely that increased capacity and resiliency will be required between the new pressure zone and the existing High Zone.	\$3,637,000	ARPA	
Water Equipment	This provides for the replacement of major equipment necessary for the inspection and construction activities that Public Utilities performs.	\$75,000	Virginia Resources Authority Bonds (VRA)	
Lead & Cooper Rule Revisions Related	EPA released Guidance for Developing & Maintaining a Service Line Inventory on August 4, 2022. This guidance is intended to help water systems to comply with the requirement of submitting an initial service line inventory by 10/16/24 set by the Lead & Copper Rule Revisions.	\$135,000	Virginia Resources Authority Bonds (VRA)	



FY 2026 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
Wagner Road Water Line	The need for this project has been ongoing for over a decade, and its implementation hinges on the upgrades to the Poor Creek system. In previous water emergencies, low pressure has caused operational difficulties for Emergency services at Bon Secours Southside Medical Center. If this line is not replaced, companies on the Pharmaceutical Campus will experience similar issues.	\$238,000	Virginia Resources Authority Bonds (VRA)
Water Master Plan	This project would involve converting the City's current water model into new software, determining level of service for the City in regards to minimum pressure and fire suppression supply, assessing some existing infrastructure, some GIS updates, running the model and identifying system improvements, culminating in a water master plan.	\$153,000	Virginia Resources Authority Bonds (VRA)
Master Meter Vault Replacements	Replacement of the NovoNordisk (previously AMPAC) and Brenco master meter vaults to improve water metering to two of the highest industrial users in the City.	\$405,000	Virginia Resources Authority Bonds (VRA)
WATER SUBTOTAL		\$8,570,060	
Wastewater Utility:			
Pump Station & Force Main (Construction)	This provides for major construction and upgrades to the sewer utility system. As a result of the City's Pharmaceutical Hub and potential Southeast development, a the Poor Creek Force Main will be realigned and the Poor Creek Pump Station will be upgraded. Potential Southeast Development will require improvements to community lift stations that convey sewer to Poor Creek PS, as well as condition assessments for existng sewer interceptor lines. Where capacity is sufficient, structural relining of deficient sewer lines may be cost effective. The City's existing SCADA system will have to be upgraded to account for changes in operational controls.	\$10,350,000	ARPA & EPA
Sewer Equipment	This provides for the replacement of major equipment necessary for the inspection and construction activities that Public Utilities performs.	\$50,000	Virginia Resources Authority Bonds (VRA)
South Central Nutrient Removal Upgrade	The project will consist of construction of improvements, including: Intermediate Pump Station Tertiary Effluent Filter Facility NPW Pump Station Clarifier No. 5 RAS 1 Electrical Improvements RAS Pump Station No. 2 Clarifier No. 2 Repairs Clarifier No. 1 Repairs Clarifier No. 4 Rehabilitation Site Piping including 30-inch to 60-inch diameter Wastewater Piping Process Piping including Sodium Hypochlorite, Caustic, and Aluminum Sulfate Junction Box 2 and 3 Improvements Filter Effluent Caustic Feed Facility Electrical Power Supply and Distribution Fiber Optic Improvements Instrumentation and Controls Incidental related work	\$17,223,000	ARPA (Reimbursed)
WASTEWATER SUBTOTAL		\$27,623,000	
WASTER & WASTEWATER TOTAL		\$36,193,060	



FY 2026 CAPITAL BUDGET

PROJECT NAME		PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
TRANSIT:				
Build Maintenance Facility	Build/Rehab maintenance facility		\$500,000	Federal, State, & Local
Parking Garage	Adding mirrors, storage shelving, & improving the turn into the parking garage		\$200,000	Dept of Rails & Public Transp.
Vehicle Support Equipment - Control / Signal Systems	Vehicle support equipment - passenger counter		\$150,029	Federal, State, & Local
Vehicle Support Equipment - Vehicle Locator System	Vehicle support equipment - tracking device		\$175,007	Federal, State, & Local
Vehicle Support Equipment - Misc. Vehicle Support Equipment	Vehicle support equipment - bus announcement system		\$250,000	Federal, State, & Local
Revenue Vehicle - Large, Heavy-Duty Transit 35' - 40' Bus (12 years 500,000 miles)	New large bus to replace older bus in current fleet		\$1,600,000	Federal, State, & Local
TRANSIT			\$2,875,036	
TOTAL CAPITAL BUDGET			\$73,565,326	



FY26 CAPITAL BUDGET FUNDING SOURCES

PROJECT NAME	FY26 CAPITAL BUDGET	VDOT FUNDING SOURCES			DCR FUNDING			NFWF	DEQ	FEMA	HUD	EDA BBB	ARPA	EPA	DRPT	FTA - Fed 28% & FTA Local		Total			
		Capital Reserve	Bonds (Series 2015 & 2023)	General Fund (Eng)	CMAQ	State of Good Repair	Urban Maint	DCR CFPF	DCR DSFPF Grant	NFWF Grant	DEQ SLAF Grant	FEMA HHPD Grant	City Match	SW Fund	HUD	EDA BBB	ARPA		EPA	DRPT	State 68%
FACILITIES:																					
400 Farmer St Renovation	\$6,219,000		\$6,219,000																	\$6,219,000	
Animal Shelter Projct	\$2,000,000		\$2,000,000																	\$2,000,000	
Union Train Station	\$417,500	\$417,500																		\$417,500	
Parks & Recreation Rehabilitation	\$150,000	\$150,000																		\$150,000	
City Hall Annex/Bathroom Renovations	\$41,000	\$41,000																		\$41,000	
Distrit Court Building	\$6,219,700		\$6,219,700																	\$6,219,700	
HVAC Replacements	\$632,500	\$632,500																		\$632,500	
Southside Depot Visitor Center Design & Displays	\$380,000	\$150,000														\$230,000				\$380,000	
FACILITIES TOTAL	\$16,059,700	\$1,391,000	\$14,438,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,000	\$0	\$0	\$0	\$0	\$16,059,700
FIRE & EMS:																					
Concrete Apron - Market Street Fire Station	\$210,000	\$210,000																		\$210,000	
FIRE & EMS TOTAL	\$210,000	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,000
IT:																					
BAI Municipal Financial System Replacement	\$72,300	\$72,300																		\$72,300	
IT TOTAL	\$72,300	\$72,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,300
PUBLIC WORKS:																					
South Crater Road Traffic Signal Improvements (Phase I)	\$1,389,870			\$1,389,870																\$1,389,870	
South Sycamore St. Bridge Culvert Rehab (Phase I)	\$360,648				\$360,648															\$360,648	
PUBLIC WORKS TOTAL	\$1,750,518	\$0	\$0	\$1,389,870	\$360,648	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750,518
Engineering:																					
Safe Routes to Schools	\$75,000		\$75,000																	\$75,000	
Bridge Maintenance Program	\$200,000		\$200,000																	\$200,000	
City Wide Pavement Analysis	\$100,000		\$100,000																	\$100,000	
City Wide Parking Study	\$150,000		\$150,000																	\$150,000	
E Wythe St Traffic Management Plan	\$250,000		\$150,000			\$50,000						\$50,000								\$250,000	
Traffic Signal Study																				\$0	
TOTAL ENGINEERING	\$775,000	\$0	\$675,000	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000
STREET OPERATIONS:																					
Annual Paving	\$2,000,000					\$2,000,000														\$2,000,000	
Oak Hill Road Bridge Replacement	\$4,000,000					\$4,000,000														\$4,000,000	
STREET OPERATIONS	\$6,000,000	\$0	\$0	\$0	\$0	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000,000
STORMWATER:																					
Fleets Branch Stream Restoration (Phase 2)	\$498,782							\$250,000	\$248,782											\$498,782	
Shirley Avenue Stream Restoration	\$412,655								\$412,655											\$412,655	
Shirley Avenue Stream Restorallon (Extension)	\$321,161								\$321,161											\$321,161	
Wilcox Lake Overtopping (Dam Improvements)	\$1,500,000						\$500,000		\$325,000	\$675,000										\$1,500,000	
CFPF Round 2 - Citywide Drainage Study (Phase 1)	\$531,093						\$531,093													\$531,093	
CFPF Round 2 - Resilience Plan & Floodplain Admin.	\$128,339						\$128,339													\$128,339	
CFPF Rd 3 - Bank Street - Phase 1 (R/W)	\$5,920,702						\$5,920,702													\$5,920,702	
CFPF Round 4 - Property Assessment	\$107,000						\$107,000													\$107,000	
CFPF Round 4 - Prroperty Acquisition & Demolition																					
CFPF Round 4 - Capacity Building - 3rd Party Reviewer)	\$150,000						\$150,000													\$150,000	
MS4 Compliance Support Tasks	\$60,000											\$60,000								\$60,000	
STORMWATER TOTAL	\$9,629,712	\$0	\$0	\$0	\$0	\$0	\$6,837,134	\$500,000	\$250,000	\$982,578	\$325,000	\$675,000	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,629,712



FY26 CAPITAL BUDGET FUNDING SOURCES

PROJECT NAME	FY26 CAPITAL BUDGET	VDOT FUNDING SOURCES					DCR FUNDING			NFWF	DEQ	FEMA	HUD					EDA BBB	ARPA	EPA	DRPT	FTA - Fed 28% & FTA Local		Total																		
		Capital Reserve	Bonds (Series 2015 & 2023)	General Fund (Eng)	State of Good CMAQ	Repair	Urban Maint	DCR CFPF	DCR DSFPF Grant	NFWF Grant	DEQ SLAF Grant	FEMA HHPD Grant	City Match	SW Fund	HUD	EDA BBB	ARPA	EPA	DRPT	FTA - Fed 28% State 68%	FTA Local (4%)																					
Water Utility:																																										
Water Distribution Main Rehabilitation	\$250,000		\$250,000																			\$250,000																				
Water Pump Station Rehabilitation & Upgrades	\$116,000		\$116,000																			\$116,000																				
Locks Watermain Replacement - FY25	\$1,536,060													\$1,536,060								\$1,536,060																				
2.0 MMG Elevated Water Storage Tank	\$1,920,000											\$562,000			\$1,358,000							\$1,920,000																				
Poor Creek SE Water System Improvements	\$105,000															\$105,000						\$105,000																				
Water Booster Pumping Station & PRV's	\$3,637,000															\$3,637,000						\$3,637,000																				
Water Equipment	\$75,000		\$75,000																			\$75,000																				
Lead & Cooper Rule Revisions Related	\$135,000		\$135,000																			\$135,000																				
Wagner Road Water Line	\$238,000		\$238,000																			\$238,000																				
Water Master Plan	\$153,000		\$153,000																			\$153,000																				
Master Meter Vault Replacements	\$405,000		\$405,000																			\$405,000																				
WATER SUBTOTAL	\$8,570,060	\$0	\$1,372,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$562,000	\$0	\$1,536,060	\$1,358,000	\$3,742,000	\$0	\$0	\$0	\$0	\$0	\$8,570,060																				
Wastewater Utility:																																										
Sewer Master Plan Improvements (Poor Creek)																																										
Pump Station & Force Main (Construction)	\$10,350,000															\$7,918,000	\$2,432,000					\$10,350,000																				
Sewer Equipment	\$50,000		\$50,000																			\$50,000																				
South Central Nutrient Removal Upgrade	\$17,223,000															\$17,223,000						\$17,223,000																				
WASTEWATER SUBTOTAL	\$27,623,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,141,000	\$2,432,000	\$0	\$0	\$0	\$0	\$27,623,000																				
WASTER & WASTEWATER TOTAL	\$36,193,060	\$0	\$1,422,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$562,000	\$0	\$1,536,060	\$1,358,000	\$28,883,000	\$2,432,000	\$0	\$0	\$0	\$0	\$36,193,060																				
TRANSIT:																																										
Build Maintenance Facility	\$500,000																				\$480,000	\$20,000	\$500,000																			
Parking Garage	\$200,000																			\$200,000			\$200,000																			
Vehicle Support Equipment - Control / Signal Systems	\$150,029																				\$144,028	\$6,001	\$150,029																			
Vehicle Support Equipment - Vehicle Locator System	\$175,007																				\$168,007	\$7,000	\$175,007																			
Vehicle Support Equipment - Misc. Vehicle Support Equipment	\$250,000																				\$240,000	\$10,000	\$250,000																			
Revenue Vehicle - Large, Heavy-Duty Transit 35' - 40' Bus (12 years 500,000 miles)	\$1,600,000																				\$1,536,000	\$64,000	\$1,600,000																			
TRANSIT	\$2,875,036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$2,568,035	\$107,001	\$2,875,036																			
TOTAL CAPITAL BUDGET	\$73,565,326	\$1,673,300	\$15,860,700	\$675,000	\$1,389,870	\$360,648	\$6,050,000	\$6,837,134	\$500,000	\$250,000	\$982,578	\$325,000	\$1,237,000	\$110,000	\$1,536,060	\$1,358,000	\$29,413,000	\$2,432,000	\$200,000	\$2,568,035	\$107,001	\$73,565,326																				



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: Anthony Williams

RE: **First Reading and to Schedule a Public Hearing for Consideration of an Ordinance to Request Enactment of the Petersburg Parking Authority Act**

PURPOSE: To request that the General Assembly pass a bill to be enacted into state law creating the Petersburg Parking Authority.

REASON: As a result of the ongoing economic growth in the City of Petersburg, Council has recognized that the lack of adequate parking in areas of the City is steadily increasing to the point of causing traffic congestion which may endanger the health, safety, and welfare of the general public.

Accordingly, Council believes that the construction and operation of public parking garages in strategic locations in the City will assist in reducing such traffic congestion and that the most efficient and effective way to manage such facilities and facilitate their construction is through the use of a parking authority.

The proposed Ordinance, if passed, will serve as a formal request to the City's state Senator and Delegate to request that legislation be adopted to facilitate the creation of the Petersburg Parking Authority for this purpose.

RECOMMENDATION: Approve the Ordinance.

BACKGROUND: As a result of the ongoing economic growth in the City of Petersburg, Council has recognized that the lack of adequate parking in areas of the City is steadily increasing to the point of causing traffic congestion which may endanger the health, safety, and welfare of the general public.

Accordingly, Council believes that the construction and operation of public parking garages in strategic locations in the City will assist in reducing such traffic congestion and that the most efficient and effective way to manage such facilities and facilitate their construction is through the use of a parking authority.

The proposed Ordinance, if passed, will serve as a formal request to the City's state Senator and Delegate to request that legislation be adopted to facilitate the creation of the Petersburg Parking Authority for this purpose.

COST TO CITY: 0

BUDGETED ITEM: NA

REVENUE TO CITY: UNK

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. AN ORDINANCE TO REQUEST
2. petersburg parking authorityxx

AN ORDINANCE TO REQUEST ENACTMENT OF THE PETERSBURG PARKING AUTHORITY ACT.

WHEREAS, the City has had and anticipates additional economic growth throughout the City; and

WHEREAS, such growth has caused and is anticipated to cause significant increases in traffic flow; and

WHEREAS, the free circulation of traffic of all kinds is necessary to the health, safety, and general welfare of the public whether residing in or traveling to, through or from the City of Petersburg, and

WHEREAS, the parking of motor vehicles on public streets contributes to traffic congestion and endangers the health, safety and welfare of the general public; and

WHEREAS, Petersburg City Council believes that the construction and operation of public parking garages in strategic locations in the City will assist in reducing such traffic congestion; and

WHEREAS, the Petersburg City Council believes that the establishment, management and operation of such public parking garages would be most efficiently and effectively run by a parking authority; and

WHEREAS, in order to facilitate the creation of such an authority City Council would like to request that the attached Act be proposed to the General Assembly for consideration during the upcoming legislative session.

NOW therefore be it ORDAINED that the City Manager and City Attorney are hereby directed to take all necessary action to request that the City's state level delegate and senator present the attached draft Act for consideration by the Virginia General Assembly at the upcoming legislative session.

1 An Act to create the Petersburg Parking Authority.

2

3

1. PETERSBURG PARKING AUTHORITY ACT.

§1. Short title.

5 This act shall be known and may be cited as the "Petersburg Parking Authority Act."

6

§2. Declaration of public necessity.

8 It is hereby determined and declared that the free circulation of traffic of all kinds through the
9 streets of the City of Petersburg in the Commonwealth is necessary to the health, safety, and
10 general welfare of the public, whether residing in the municipality or traveling to, through, or
11 from such municipality in the course of lawful pursuits; that in recent years the greatly increased
12 use by the public of motor vehicles of all kinds has caused serious traffic congestion in the
13 streets of the municipality; that the parking of motor vehicles in the streets has contributed to this
14 congestion to such an extent as to constitute at the present time a public nuisance; that such
15 parking prevents the free circulation of traffic in, through, and from the municipality, and
16 endangers the health, safety, and welfare of the general public; that this traffic congestion is not
17 capable of being adequately abated except by provisions for sufficient off-street parking
18 facilities; that adequate off-street parking facilities have not been heretofore provided; and that
19 the enactment of the provisions of this act is hereby declared to be a public necessity.

20

§3. Definitions.

22 As used in this act the following words and terms shall have the following meanings, unless the
23 context indicates a different meaning or intent:

24

25 "Authority" means the Authority created under the provisions of this act, or, if the Authority
26 shall be abolished, the board, body, or commission succeeding to the principal functions thereof
27 or to whom the powers given by this act to the Authority shall be given by law.

28

29 "Cost," as applied to parking facilities or to extensions or additions thereto, includes the cost of
30 construction or reconstruction; the cost of all labor, materials, machinery, and equipment; the
31 cost of all lands, property, rights, easements, and interests acquired by the Authority for such
32 construction or reconstruction or the operation thereof; the cost of demolishing or removing any
33 buildings or structures on land so acquired, including the cost of acquiring any lands to which
34 such buildings or structures may be moved; financing charges; interest prior to and during

35 construction; and, if deemed advisable by the Authority, for one year after completion of
36 construction, reasonable provision for working capital, cost of engineering and legal services,
37 cost of plans and specifications, surveys and estimates of cost and of revenues, administrative
38 expenses, and such other expenses as may be necessary or incident to such construction or
39 reconstruction, the financing thereof, and the placing of the parking facilities in operation. Any
40 obligation or expense incurred by the Authority or by the organizing municipality prior to the
41 issuance of bonds under the provisions of this act in connection with any of the foregoing items
42 of cost may be regarded as a part of such cost.

43

44 "Governing body" means the board, commission, council, or other body by whatever name it
45 may be known in which the general legislative powers of the municipality are vested.

46

47 "Municipality" means the City of Petersburg in the Commonwealth of Virginia.

48

49 "Parking facilities" means and includes lots, garages, parking terminals, or other facilities or
50 structures for the off-street parking of motor vehicles open to public use for a fee, and may also
51 include, but without limiting the generality of the foregoing, terminal facilities for trucks and
52 buses, waiting rooms, lockers, and offices catering primarily to those using such parking
53 facilities, and all facilities appurtenant thereto and all property, rights, easements, and interests
54 relating thereto that are deemed necessary for the instruction or operation thereof; however, the
55 words "parking facilities" shall not mean or include the sale or dispensing of products used in or
56 for the servicing of motor vehicles.

57

58 **§4. Creation of the Authority.**

59 A. The governing body of the municipality may by resolution signify its determination to
60 organize an Authority under the provisions of this act. Such resolution may be adopted only after
61 a public hearing thereon, notice of which hearing shall be given by publication at least once, not
62 less than 10 days prior to the date fixed for such hearing, in a newspaper having a general
63 circulation in the municipality. Such notice shall contain a brief statement of the substance of the
64 proposed resolution, shall set forth the proposed articles of incorporation of the Authority, and
65 shall state the time and place of the public hearing to be held thereon. Such municipality shall not
66 be required to make any other publication of such resolution under the provisions of any other
67 law.

68

69 B. Such resolution shall include articles of incorporation that shall set forth:

- 70 1. The name of the Authority;
- 71 2. A statement that such Authority is organized under this act;
- 72 3. The name of the organizing municipality; and
- 73 4. The names and addresses of the first members of the Authority appointed by the organizing
- 74 municipality.

75

76 C. Passage of such resolution by the governing body shall constitute the Authority a public body

77 and a body politic and corporate of the Commonwealth of Virginia.

78

79 **§5. Membership of the Authority.**

80 The Authority organized under the provisions of this act shall consist of five members selected

81 by the governing body who shall serve for terms expiring one, two, three, four, and five years,

82 respectively, from the date of appointment, the term of each such member to be designated by

83 the governing body. The successor of each member of the Authority shall be appointed for a

84 term of five years, but any person appointed to fill a vacancy shall be appointed to serve only for

85 the unexpired term, and any member of the Authority may be reappointed.

86

87 Each member of the Authority before entering upon his duties shall take and subscribe an oath or

88 affirmation to support the Constitution of the United States and the Constitution of Virginia and

89 to discharge faithfully the duties of his office, and a record of each such oath shall be filed with

90 the Secretary of the Authority.

91

92 The Authority shall select one of its members as chair and another as vice-chair and shall also

93 select a secretary and a treasurer who may but need not be members of the Authority. The offices

94 of secretary and treasurer may be combined. The terms of office of the chair, vice-chair,

95 secretary, and treasurer shall be as provided in the bylaws of the Authority.

96

97 A majority of the members of the Authority shall constitute a quorum, and the affirmative vote

98 of a majority of all of the members of the Authority shall be necessary for any action taken by

99 the Authority. No vacancy in the membership of the Authority shall impair the right of a quorum

100 to exercise all the rights and perform all of the duties of the Authority. The members of the

101 Authority shall serve without compensation but shall be reimbursed for the amount of actual

102 expenses incurred by them in the performance of their duties.

103

104 The city manager, or his designee, of the organizing municipality shall serve as an ex officio,
105 nonvoting member of the Authority.

106

107 **§6. General grant of powers.**

108 The Authority created hereunder shall be deemed to be a public instrumentality exercising public
109 and essential governmental functions to provide for the public health and welfare, and the
110 Authority is hereby authorized and empowered to:

111 1. Adopt bylaws for the regulation of its affairs and the conduct of its business;

112 2. Adopt an official seal and alter the same at pleasure;

113 3. Maintain an office at such place or places as it may designate;

114 4. Sue and be sued in its own name and to plead and be impleaded;

115 5. Construct, reconstruct, equip, improve, extend, enlarge, maintain, repair, and operate parking
116 facilities within the corporate limits of the organizing municipality;

117 6. Issue revenue bonds of the Authority as hereinafter provided to pay the cost of such
118 construction, reconstruction, equipment, improvement, extension, or enlargement;

119 7. Issue revenue refunding bonds of the Authority as hereinafter provided;

120 8. Fix and revise from time to time and to charge and collect rates, rentals, fees, and other
121 charges for the services and facilities furnished by such parking facilities, and to establish and
122 revise from time to time regulations in respect of the use, operation, and occupancy of such
123 parking facilities or part thereof;

124 9. Accept from any authorized agency of the federal government loans or grants for the planning,
125 construction, or acquisition of any parking facilities and to enter into agreements with such
126 agency respecting any such loans or grants, and to receive and accept aid and contributions from
127 any source of either money, property, labor, or other things of value, to be held, used, and
128 applied only for the purposes for which such loans, grants, or contributions may be made;

129 10. Acquire in the name of the Authority by gift, purchase, or the exercise of the right of eminent
130 domain in accordance with the laws of the Commonwealth of Virginia that are applicable to the
131 exercise of such powers by cities or towns any lands or rights in lands and interest therein, and to
132 acquire such personal property as it may deem necessary in connection with the construction,
133 reconstruction, improvement, extension, enlargement, or operation of any parking facilities;
134 however, no property of any corporation itself having the power of eminent domain may be
135 condemned hereunder, and the Authority shall not condemn any lands or personal property or

136 right or interest therein unless authorized so to do by resolution of the governing body of the
137 city;

138 11. Lease all or any part of such parking facilities upon such terms and conditions and for such
139 term of years as it may deem advisable to carry out the provisions of this act; however, no
140 enterprise involving the sale or dispensing of any product or commodity used in or for the
141 servicing of motor vehicles shall be conducted on any space thereon;

142 12. Make and enter into all contracts and agreements necessary or incidental to the performance
143 of its duties and the execution of its powers under this act, including a trust agreement or trust
144 agreements securing any revenue bonds issued hereunder, and to employ such consulting and
145 other engineers, superintendents, managers, construction and financial experts, accountants,
146 attorneys, and such employees and agents as may, in the judgment of the Authority, be deemed
147 necessary, and to fix their compensation; however, all such expenses shall be payable solely
148 from funds made available under the provisions of this act; and

149 13. Do all acts and things necessary or convenient to carry out the powers granted by this act.

150 14. Nothing in this Act shall be construed as authorizing the Authority or any lessee to furnish
151 or dispense at, or in connection with, any parking lot or area authorized by this Act, any product
152 or service other than the parking of vehicles.

153

154 **§7. Revenue bonds.**

155 The Authority is hereby authorized to issue at one time or from time to time revenue bonds of the
156 Authority for the purpose of paying the cost of constructing, reconstructing, equipping,
157 improving, extending, or enlarging any one or more parking facilities. The bonds of each issue
158 shall be dated, shall mature at such time or times not exceeding 40 years from their date or dates,
159 and shall bear interest at such rate or rates not exceeding the maximum rate permitted by law to
160 be paid by public bodies, as may be determined by the Authority, and may be made redeemable
161 before maturity, at the option of the Authority, at such price or prices and under such terms and
162 conditions as may be fixed by the Authority prior to the issuance of the bonds. The Authority
163 shall determine the form of the bonds and the manner of execution of the bonds and shall fix the
164 denomination or denominations of the bonds and the place or places of payment of principal and
165 interest, which may be at any bank or trust company within or without the Commonwealth. In
166 case any officer whose signature or a facsimile of whose signature shall appear on any bonds
167 shall cease to be such officer before the delivery of such bonds, such signature or such facsimile
168 shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office
169 until such delivery. Notwithstanding any of the other provisions of this act or any recitals in any
170 bonds issued under the provisions of this act, all such bonds shall be deemed to be negotiable
171 instruments under the laws of the Commonwealth. The Authority may sell such bonds in such
172 manner, either at public or private sale, and for such price as it may determine to be for the best

173 interests of the Authority, but no such sale shall be made at a price so low as to require the
174 payment of interest on the money received therefor at more than the maximum rate permitted by
175 law to be paid by public bodies, computed with relation to the absolute maturity or maturities of
176 the bonds in accordance with standard tables of bond values, excluding, however, from such
177 computation the amount of any premium to be paid on redemption of any bonds prior to
178 maturity.

179

180 The proceeds of the bonds of each issue shall be used solely for the purpose for which such
181 bonds shall have been authorized and shall be disbursed in such manner and under such
182 restrictions, if any, as the Authority may provide in the resolution authorizing the issuance of
183 such bonds or in the trust agreement hereinafter mentioned securing the same. If the proceeds of
184 such bonds, by error of estimates or otherwise, shall be less than such cost, additional bonds may
185 in like manner be issued to provide the amount of such deficit and, unless otherwise provided in
186 the authorizing resolution or in the trust agreement securing such bonds, shall be deemed to be of
187 the same issue and shall be entitled to payment from the same fund without preference or priority
188 of the bonds first issued for the same purpose.

189

190 The resolution providing for the issuance of revenue bonds, and any trust agreement securing
191 such bonds, may also contain such limitations upon the issuance of additional revenue bonds as
192 the Authority may deem proper, and such additional bonds shall be issued under such restrictions
193 and limitations as may be prescribed by such resolution or trust agreement.

194

195 Prior to the preparation of definitive bonds, the Authority may, under like restrictions, issue
196 interim receipts or temporary bonds exchangeable for definitive bonds when such bonds shall
197 have been executed and are available for delivery. The Authority may also provide for the
198 replacement of any bonds that shall become mutilated or be destroyed or lost.

199

200 Bonds may be issued under the provisions of this act without obtaining the consent of any
201 commission, board, bureau, or agency of the Commonwealth or of any political subdivision and
202 without any other proceedings or the happening of other conditions or things than those
203 proceedings, conditions, or things that are specifically required by this act.

204

205 Revenue bonds issued under the provisions of this act shall not be deemed to constitute a debt of
206 the Commonwealth or of any municipality or other political subdivision of the Commonwealth
207 or a pledge of the faith and credit of the Commonwealth or of any municipality or other political

208 subdivision, but such bonds shall be payable solely from the funds herein provided therefor and a
209 statement to that effect shall be recited on the face of the bonds.

210

211 **§8. Revenues.**

212 The Authority shall fix, and may revise from time to time, rates, rentals, fees, and other charges
213 for the use of and for the services and facilities furnished or to be furnished by any parking
214 facilities or parts thereof owned or operated by the Authority. Such rates, rentals, fees, and
215 charges shall not be subject to supervision or regulation by any bureau, board, commission, or
216 other agency of the Commonwealth or of any political subdivision. Such rates, rentals, fees, and
217 charges shall be fixed and revised so that the revenues of the Authority, together with any other
218 available funds, will be sufficient at all times (i) to pay the cost of maintaining, repairing, and
219 operating the parking facilities or parts thereof owned or operated by the Authority, including
220 reserves for such purposes, and (ii) to pay the principal of and the interest on all bonds issued by
221 the Authority under the provisions of this act as the same shall become due and payable and to
222 provide reserves therefor. Notwithstanding any of the foregoing provisions of this section, the
223 Authority may enter into contracts relating to use of the services and facilities of the parking
224 facilities on such terms and conditions as the Authority shall determine to be proper, which
225 contracts shall not be subject to revision except in accordance with their terms.

226

227 **§9. Trust agreement.**

228 In the discretion of the Authority, each or any issue of revenue bonds may be secured by a trust
229 agreement by and between the Authority and a corporate trustee, which may be any trust
230 company or bank having the powers of a trust company within or without the Commonwealth.
231 The resolution authorizing the issuance of the bonds or such trust agreement may pledge the
232 revenues to be received, but shall not convey or mortgage any parking facilities or any part
233 thereof, and may contain such provisions for protecting and enforcing the rights and remedies of
234 the bondholders as may be reasonable and proper and not in violation of law, including
235 covenants setting forth the duties of the Authority in relation to the construction, reconstruction,
236 equipment, improvement, maintenance, repair, operation, and insurance of any parking facilities,
237 the fixing and revising of rates, rentals, fees, and charges, and the custody, safeguarding, and
238 application of all moneys, and for the employment of consulting engineers in connection with
239 such construction, reconstruction, improvement, maintenance, and operation. It shall be lawful
240 for any bank or trust company incorporated under the laws of the Commonwealth that may act as
241 depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to
242 pledge such securities as may be required by the Authority. Such resolution or trust agreement
243 may set forth the rights and remedies of the bondholders and of the trustee, if any, and may
244 restrict the individual right of action by bondholders. Such resolution or trust agreement may

245 contain such other provisions in addition to the foregoing as the Authority may deem reasonable
246 and proper for the security of the bondholders. Except as in this act otherwise provided, the
247 Authority may provide for the payment of the proceeds of the sale of the bonds and the revenues
248 of any parking facilities or parts thereof to such officer, board, or depository as it may designate
249 for the custody thereof, and for the method of disbursements thereof, with such safeguards and
250 restrictions as it may determine. All expenses incurred in carrying out the provisions of such
251 resolution or trust agreement may be treated as part of the cost of operation.

252

253 All pledges of revenues under the provisions of this act shall be valid and binding from the time
254 when such pledge is made. All such revenues so pledged and thereafter received by the Authority
255 shall immediately be subject to the lien of such pledges without any physical delivery thereof or
256 further action, and the lien of such pledges shall be valid and binding as against all parties having
257 claims of any kind in tort, contract, or otherwise against the Authority, irrespective of whether
258 such parties have notice thereof.

259

260 **§10. Trust funds.**

261 All moneys received pursuant to the authority of this act shall be deemed to be trust funds, to be
262 held and applied solely as provided in this act. Any officer to whom, or bank, trust company, or
263 fiscal agent to which, such moneys shall be paid shall act as trustee of such moneys and shall
264 hold and apply the same for the purposes hereof, subject to such regulations as this act and the
265 resolution authorizing the issuance of bonds or trust agreement securing such bonds may
266 provide.

267

268 **§11. Remedies.**

269 Any holder of revenue bonds issued under provisions of this act and the trustee under any trust
270 agreement, except to the extent the rights herein given may be restricted by the resolution
271 authorizing the issuance of such bonds or such trust agreement, may, either at law or in equity,
272 by suit, action, mandamus, or other proceeding, protect and enforce any and all rights under the
273 laws of the Commonwealth or granted hereunder or under such resolution or trust agreement and
274 may enforce and compel the performance of all duties required by this act or by such resolution
275 or trust agreement to be performed by the Authority or by any officer thereof, including the
276 fixing, charging, and collecting of rates, rentals, fees, and charges for the use of or for the
277 services and facilities furnished by any parking facilities.

278

279

280 **§12. Exemption from taxation.**

281 As adequate off-street parking facilities are essential to the health, safety, and general welfare of
282 the public, and as the exercise of the powers conferred by this act to effect such purposes
283 constitutes the performance of essential municipal functions, and as parking facilities constructed
284 under the provisions of this act constitute the performance of essential municipal functions, and
285 as parking facilities constructed pursuant to the provisions of this act constitute public property
286 and are used for municipal purposes, the Authority shall not be required to pay any taxes or
287 assessments upon any such parking facilities or any part thereof, or upon the income therefrom,
288 and any bonds issued under the provisions of this act and their transfer and the income
289 therefrom, including any profit made on the sale thereof, shall at all times be free from taxation
290 within the Commonwealth.

291

292 **§13. Revenue refunding bonds.**

293 The Authority is hereby authorized to issue from time to time revenue refunding bonds for the
294 purpose of refunding any revenue bonds of the Authority then outstanding, including the
295 payment of any redemption premium thereon and any interest accrued or to accrue to the date of
296 redemption of such bonds. The Authority is further authorized to issue from time to time revenue
297 bonds of the Authority for the combined purpose of (i) refunding any revenue bonds or revenue
298 refunding bonds of the Authority then outstanding, including the payment of any redemption
299 premium thereon and any interest accrued or to accrue to the date of redemption of such bonds,
300 and (ii) paying all or any part of the cost of constructing any additional parking facilities or part
301 thereof, or any improvements, extensions, or enlargements of any parking facilities. The issuance
302 of such bonds, the maturities and other details thereof, the rights and remedies of the holders
303 thereof, and the rights, powers, privileges, duties, and obligations of the Authority with respect to
304 the same shall be governed by the provisions of this act in so far as the same may be applicable.

305

306 **§14. Contributions.**

307 The municipality is authorized to make contributions or advances to an Authority that it
308 organizes under the provisions of this act, from any moneys that may be available for such
309 purpose, to provide for the preliminary expenses of such Authority in carrying out the provisions
310 of this act or to pay any item of cost of any parking facilities.

311

312

313

314

315 **§15. Actions taken by Authority.**

316 Any action taken by the Authority under the provisions of this act may be authorized by
317 resolution of the Authority at any regular or special meeting, and each such resolution of the
318 Authority shall take effect immediately and need not be published or posted.

319

320 **§16. Additional method.**

321 This act shall be deemed to provide an additional and alternative method for the doing of the
322 things authorized hereby and shall be regarded as supplemental and additional to powers
323 conferred by other laws, and shall not be regarded as in derogation of or as repealing any powers
324 now existing under any other law, either general, special, or local; however, the issuance of
325 revenue bonds or revenue refunding bonds under the provisions of this act need not comply with
326 the requirements of any other law applicable to the issuance of bonds.

327

328 **§17. Provisions of act severable.**

329 The provisions of this act are severable; if any of its provisions shall be held unconstitutional by
330 any court of competent jurisdiction, the decision of such court shall not affect or impair any of
331 the remaining provisions.

332

333 **§18. Construction.**

334 This act, being necessary for the welfare of the Commonwealth and its inhabitants, shall be
335 liberally construed to effect the purpose thereof.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jennifer Murphy-James, CDBG Administrator

FROM: March Altman, Jr.

RE: **First Read and to Schedule a Public Hearing for Consideration of an Amendment to the Community Development Block Grant Program Year 2025 Action Plan for the Purpose of Reallocating COVID Funds to Peoples Advantage Helping Hands**

PURPOSE: To consider reallocation of COVID funds from Virginia Community Resource Center to Peoples Advantage Helping Hands.

REASON: To reallocate unspent CDBG COVID funds for the purpose of helping families currently residing in hotels.

RECOMMENDATION: To effectively address the urgent needs of families residing in hotels, it is recommended that \$32,090.00 of CDBG COVID funds be reallocated to the Peoples Advantage Helping Hands organization.

BACKGROUND: On May 20, 2025, a resolution was passed allocating \$32,090.00 to the Virginia Community Resource Center for the purpose of collaborating with the CACH Crater Area Coalition on Homelessness. The funds have not been spent to date and must be returned if not used by July 6, 2026. The proposed resolution would reallocate the funding to the Peoples Advantage Helping Hands organization, allowing the funding to be used quickly and effectively to address the urgent nature of the existing needs.

COST TO CITY:

BUDGETED ITEM: \$32,090.00

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: The virginia Community Resource Center (VCRC) will no longer receive these funds directly, but will work in collaboration with the CACH and Peoples Advantage Helping Hands. Peoples Advantage Helping Hands will be the sub-recipient of these CDBG COVID funds in the amount of \$32,090.00.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: This is a revision to the 5/20/2025 Resolution.

REQUIRED CHANGES TO WORK PROGRAMS: The CDBG PY2025 Year 1 Annual Action Plan will be updated.

ATTACHMENTS:

1. Draft Resolution for a substantial amendment to the PAFCU Helping Hands CDBG PY25_FY26 project

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PETERSBURG, VIRGINIA,
SUPPORTING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2025 ANNUAL ACTION PLAN TO REALLOCATE CDBG CARES ACT
CORONAVIRUS (CV) FUNDS TO THE PEOPLES ADVANTAGE HELPING HANDS
PY2025_FY2026 CDBG PROJECT FOR THE PURPOSE OF SUPPORTING EFFORTS TO
REMEDiate THE CONDITION OF HOMELESSNESS

Whereas, the City of Petersburg City Council is interested in supporting coordinated systems in the continuum of care, in preparation for a pandemic or epidemic, in the City of Petersburg, Virginia; thereby reducing the risk of exposure to COVID; and

Whereas, the City council is aware that \$32,090 is available to fund a City of Petersburg, Virginia CDBG CARES Act Coronavirus resiliency Project; and

Whereas, the City Council is aware that the funds must be used before the deadline of July 06, 2026, or be returned to HUD and

Whereas this is an amendment to the May 20, 2025, resolution to support the Virginia Community Resource Center

Now and therefore, be it resolved, that the City Council will allocate \$32,090.00 to Peoples Advantage Helping Hands for the purpose of homelessness prevention



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **First Read and to Schedule a Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 50 — Environment, of the Petersburg City Code to Include Article VI. Tree Protection and Planting**

PURPOSE: To amend Chapter 50 of the City Code to include provisions for the protection and planting of trees on public lands and right-of-way.

REASON: To adopt standards to ensure tree protection and assist in meeting the City’s canopy coverage goals

RECOMMENDATION: Approval as drafted

BACKGROUND: On July 17, 2025, the City of Petersburg City Council adopted the Strategic Tree Canopy Plan, which established the need to adopt a tree ordinance to ensure tree protection and assist in meeting the City’s 43 percent canopy coverage goal over the next 20 years. On September 16, 2025, Council approved an ordinance adopting additional landscaping standards for private development. The proposed ordinance would apply to trees within the public realm.

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. Draft Ordinance
2. Chapter 50 - Draft Amendments

AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 50.- ENVIRONMENT AS SET FORTH IN THE PETERSBURG CITY CODE TO INCLUDE ARTICLE VI. TREE PROTECTION AND PLANTING

WHEREAS, on July 17th, 2025, the City of Petersburg City Council adopted the Strategic Tree Canopy Plan, which established the need to adopt a tree ordinance to ensure tree protection and assist in meeting the City’s 43 percent canopy coverage goal over the next 20 years; and

WHEREAS, the City Council of Petersburg recognizes the importance of public trees in promoting environmental quality, public health, economic vitality, and overall community well-being; and

WHEREAS, the preservation, maintenance, and expansion of the City’s urban tree canopy support the goals of sustainability, beautification, heat mitigation, and improved stormwater management; and

WHEREAS, the City Council supports the development and adoption of local policy to ensure that trees on public property are protected and properly maintained as a valuable public asset; and

WHEREAS, the proposed amendment to the City Code seeks to establish comprehensive standards for tree protection and planting on public property.

NOW, THEREFORE, BE IT ORDAINED that the City Council does hereby approve an ordinance amending and readopting Chapter 50. – Environment as set forth IN THE Petersburg City Code as indicated in Exhibit A.

EXHIBIT A

ARTICLE VI. Tree Protection and Planting

Sec. 50-150. - Title

This ordinance shall be known and may be cited as the “City of Petersburg Tree Protection and Planting Ordinance.”

Section 50-151. - Purpose, objectives, and benefits

The purpose of this ordinance is to establish policies, regulations, and standards for the management and planting of trees within the City of Petersburg. Tree management shall include, but not be limited to, tree establishment, maintenance, protection, and removal.

Section 50-152. - Objectives:

The objectives of public tree management shall be to maximize the functional benefits of trees while minimizing the costs of management. The objectives of this ordinance shall be as listed below.

- a) Maintain the City’s functional tree canopy at or above its current level.
- b) Maintain and improve community character and aesthetic value of the landscape.
- c) Support environmental functions such as wildlife habitat.
- d) Provide shade to reduce urban heating and energy costs.
- e) Provide direction and support for city tree management.
- f) Reduce risk to people and property.
- g) Improve public health with outdoor green spaces.

Section 50-153. - Applicability

The provisions of this ordinance shall apply to all public trees, as described herein; and to ROW encroachments of private trees.

Section 50-154. - Definitions.

As used in this Article, the following words and phrases shall have the meanings indicated:

ANSI/ANAB	American National Standards Institute, ANSI National Accreditation Board
Air spading	The use of a compressed air power tool to excavate soil within a trees critical root zone (CRZ).
Arborist/City Arborist	An employee of the City of Petersburg serving as arborist.
Bulb out/Curb Extension	Curb extension protruding into a parking lane to provide additional pedestrian or planting space and enhance traffic safety.
Bole	The trunk of a tree.
Caliper	Diameter measurement of a tree trunk, taken about six inches above grade or from the first root at the base of the tree for very young trees.
Canopy	The combined crown mass of a group of trees.

EXHIBIT A

Certified Arborist	An individual who achieves and maintains the designation of Certified Arborist under requirements established by the International Society of Arboriculture (ISA).
Critical Root Zone	(CRZ) A circular expanse of ground surrounding a tree, having a radius equivalent to 1 foot for every 1 inch in DBH.
Crown	The upper portion of a tree containing its leader(s), limbs, branches, twigs, and leaves.
DBH/DSH	Diameter breast height / diameter standard height: trunk diameter as measured 4.5 feet above grade.
Damage	Any injury to or destruction of a tree, in whole or in part, above or below ground.
Dripline	The greatest extent of a tree crown spread.
Establishment	The amount of time typically allotted for a tree to become self-sustaining.
Hazard Tree	A tree at high or imminent risk for failure, either whole or in part, in proximity to a target.
Heritage tree	Trees growing on public land that meet at least one (1) of the following criteria: a. DBH/DSH of twenty-four (24) inches or greater. Also known as an historic tree. b. Of a landmark character, associated with a place, individual, or event important to the city or neighborhood or its history, or located such that it is a widely known and appreciated tree within the city. c. A rare or unusual species, or an unusually large size for the species.
Maintenance	Tree care activities to preserve or improve safety.
Nuisance	Any tree or limb that is dead, dying, or presents an imminent risk to public safety.
Protection	The active or passive defense of tree roots, trunk, and crown to prevent damage and preserve tree health and safety.
Protected Trees	Public trees protected by ordinance from removal, or trees indicated to remain on site during development.
Pruning	The deliberate cutting of live branches according to published industry standards.
Public Property	All grounds and rights-of-way (ROWS) owned or maintained by the City.
Public Tree	Any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.
Removal	Cutting a tree at or close to ground level to sever the trunk and crown, fully or partially. The stump may be removed or left intact.
Roots	The below ground portion of a tree, mostly within the top 18 inches of soil and extending out from the trunk two (2) to three (3) times the spread of its crown.
Root barrier	Any chemical or physical mechanism used to prevent roots from interfering with sidewalks, utilities, or other infrastructure.

EXHIBIT A

ROW	The public Right of Way.
Specimen tree	Any tree with a diameter of six inches (6”) or greater.
Structural Cell	A synthetic skeletal matrix installed underground to support above-ground pavement loads that contain an appropriate volume of planting media within the structure for tree root growth.
Structural Soil	A mixture of gap-graded gravels, made mostly of crushed stone and soil, used as a growing media for trees.
Topping	The improper cutting of tree limbs using internodal heading cuts; also known as “tipping,” “heading,” and “shearing” to such a degree so as to remove the canopy and disfigure the tree.
Tree	A woody perennial plant, generally with a single trunk but sometimes with multiple trunks, with the potential to attain a mature size of at least 3 inches DBH and a height of at least 10 feet.
Tree Cover	AKA canopy, refers to the percentage of land or water covered by trees.
Tree Island	A planted area within a paved area, such as a parking lot.
Tree Lawn	Unpaved strip along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved street.
Tree Fund	A restricted fund established and maintained by the city to accept financial donations and to be used for tree planting or maintenance on public property.
Tree grate	Grating installed around a tree that allows water to enter while soil remains uncompacted by foot traffic.
Trunk	The main stem or bole of a tree, supporting the crown and functioning in the transport of water, nutrients, and carbohydrates between roots and crown.
Visibility Triangle	A triangle for a street intersection with 45-foot sides, starting at the corner where two curb lines intersect and extending out and away from this corner intersection, following curb lines.

Section 50-155. - Public trees, permits required

Public trees shall include all trees growing on city-owned property within the street rights-of-way and in parks, in cemeteries, around public facilities, and on all other city-maintained properties within the city limits. Permits are required for all tree planting, tree removal, or soil disturbance within the CRZ proposed to happen within the City ROW.

Section 50-156. - Administration

The City Arborist or their designee shall be responsible for the administration and enforcement of all provisions of this ordinance. The Planning Department, Recreation Department and other departments within the City shall support the Arborist in tree management activities.

EXHIBIT A

Section 50-157. Authority and power.

- (a) Delegation of authority and responsibility. The City Arborist, in concert with Public Works, shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property.
- (b) Coordination among city departments. All city departments will coordinate as necessary with the Arborist and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties.
- (c) Interference. No person shall hinder, prevent, delay, or interfere with the Arborist or their agents while engaged in carrying out the execution or enforcement of this Ordinance.

Section 50-158. - Tree advisory board.

The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

- (a) Duties. The Board shall act in an advisory capacity to the City and shall:
 - (1) Coordinate and promote Arbor Day activities.
 - (2) Review and make recommendations for planting and maintaining trees on city property.
 - (3) Support public awareness and education programs relating to trees.
 - (4) Review by request any city department concerns, permits or appeals or questions relating to tree care, maintenance, or removals.
 - (5) Submit an annual report on its activities to the City Council.
 - (6) Assist with certification and annual application to be designated a Tree City USA.
 - (7) Assist in the preparation and maintenance of the City's annual Tree City USA Designation.

Membership. The Board shall consist of five members approved by the Arborist. Members of the Board will serve without compensation. At least one member shall be a landscape professional and one member shall be a Certified Arborist. The Certified Arborist does not need to be a resident of the city.

- a. Term of office. Board members shall be appointed for three-year staggered terms. If a vacancy occurs during the term of any member, City Council shall appoint a successor.
- b. Officers. The Board shall annually select a chair, a vice-chair, and a secretary.
- c. Meetings. The Board shall meet a minimum of four times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed, with adequate public notice.

Section 50-159. - Tree planting: permits and care standards.

Standards: All tree planting and maintenance contracted by the city for city property must adhere to ANSI/ANAB standards and be done under supervision of the City Arborist. Private citizens may apply for planting or maintenance permits for proposed planting within the ROW.

Section 50-160. - Prohibition against harming public trees.

Except as otherwise provided in this section, it shall be unlawful for any person or entity to perform any of the following acts on city-owned property without first obtaining a permit from the relevant agency:

- (a) It shall be unlawful for any person or entity to damage, remove, or cause the damage or removal of a public tree without a permit.
- (b) If a tree removal permit is obtained from the city, the applicant shall prominently display the tree removal permit on the site for which the permit is issued, continuously while trees are being removed, replaced or having work done as authorized by the permit.

EXHIBIT A

- (c) It shall be unlawful for any person or entity to attach any cable, wire, sign, or any other object or paint to any street, park, or public tree.
- (d) It shall be unlawful to dig, trench, or excavate within the CRZ, except within the paved roadways from curb face to curb face.
- (e) It shall be unlawful to place or store any material of any sort within the critical root zone of any public tree, shrub or other vegetation on City property.
- (f) It shall be unlawful for any person or entity “top” any public tree.
- (g) Any person or entity performing construction near any public tree(s) shall consult with the City Arborist and shall employ appropriate measures to protect the tree(s), according to procedures contained in the Best Management Practices (BMPs) for “Managing Trees During Construction” published by the International Society of Arboriculture.
- (h) Each violation of this section as determined by the City Arborist shall constitute a separate violation, punishable by fines and penalties as described in this Chapter, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

Section 50-161. – Maintenance.

- (a) **Pruning street trees.** Tree pruning shall be done only as necessary to provide clearance, reduce infrastructure conflicts, and maintain public safety. Tree pruning shall be done in accordance with current ANSI/ANAB industry standards as mentioned in this ordinance. The following clearances shall be maintained through routine pruning:
 - 1) Seven (7) feet above sidewalks and walkways.
 - 2) Twelve (12) feet above residential streets.
 - 3) Sixteen (16) feet above major thoroughfares.

(b) Private trees.

The City of Petersburg shall have the right to ameliorate encroachments onto City property or ROW from private property trees and vegetation only as necessary to maintain public safety. Pruning shall comply with current ANSI/ANAB industry standards as mentioned in this ordinance.

(c) Utility line clearance pruning.

All pruning completed for the purpose of utility line clearance shall be done in accordance with current ANSI/ANAB industry standards and shall be supervised by a Certified Arborist.

(d) Topping.

The topping of any publicly owned tree is not permitted under any circumstances. The City may, at its discretion, require that any party topping public trees to pay a penalty equal to the appraised value of the tree prior to topping. If the appraised value is unknown, the City may require a caliper per caliper inch replacement. Any corrective actions deemed necessary by the City Arborist shall be the responsibility of the party or parties causing the damage.

(e) Tree Maintenance.

Watering shall be done for all newly planted trees. All city contractors must adhere to City Design Specifications for City Tree Care for watering, mulching and management.

EXHIBIT A

Section 50-162. - Adjacent owner responsibility.

- (a) The owner of land adjacent to any city street or right of way, when acting within the provisions of this Ordinance and in consultation with the City Arborist, may apply for a permit to plant and maintain trees within the public ROW.
- (b) No property owner shall allow a tree or other plant growing on their property to encroach, obstruct or interfere with pedestrian or vehicular traffic in any way. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice within 30 days, the City may undertake the necessary work and charge the cost to the property owner.

Section 50-163. - Trees declared a nuisance.

- (a) Any tree or limb encroaching on City property or ROW determined to be a risk to public safety by the Risk-Qualified City Arborist may be declared a nuisance, and the City may require its maintenance or removal.

Section 50-164. - Protection

(a) Root protection.

During any type of construction or any kind of land disturbance within the ROW, such as public events or gatherings, any person or entity in charge of such work or event shall protect public trees from harm above and below ground to prevent injury to such trees.

(b) Root protection zone.

The minimum radius of the root protection zone should be equal to the dripline of the tree or one and one-half (1.5) foot per inch DBH of the affected tree(s), whichever is greater.

(c) Activities harmful to trees

Activities harmful to trees shall include, but are not limited to, pruning, cutting, trenching, grading, grubbing, soil backfill or sedimentation, soil cuts, soil compaction from equipment, vehicle, or pedestrian traffic, soil compaction from materials storage, soil contamination from equipment maintenance and washouts, chemical leaks and spills, changes in water drainage, fire, trunk wounds, limb wounds, and improper pruning (including topping).

(d) Tree protection Fencing and Other Protection Measures

Except in the case of public events and gatherings, tree protection fencing, consisting of sturdy material at least four (4) feet high, shall be erected immediately outside of the critical root zone prior to the commencement of any harmful activity by the individual or entity in charge of that activity, and shall remain in place until the activity is completed.

- (1) Fencing location. Protection provided shall consist of fencing around the tree to encompass the root protection zone and enclosed areas shall be kept free of all additional soil, equipment, and construction material storage, which includes final grading and landscaping efforts and materials. Fencing materials shall consist of chain link, orange laminated plastic, wooden post and rail fencing or other equivalent restraining materials. In addition to fencing where active tree protection is required, each tree to be retained and preserved shall be marked at the base of the trunk with blue-colored water-based paint. For large heritage or specimen trees, more durable protection fencing (e.g., chain link) may be required at the discretion of the Director.

EXHIBIT A

- (2) Maintenance. Tree protection fencing shall be maintained by the contractor through the duration of construction. No alteration or relocation shall occur without prior approval by the Director or their designee.
- (3) Signage. The placement of tree protection signage stating “tree protection area -- keep out” shall be attached to the physical barrier on all sides and maintained until all construction activities are completed. The sign’s wording should be with 4-inch lettering. If multi-ethnic workers or others are anticipated to be working on or near the site, signage shall include information in additional languages other than English. Signs shall be placed on all sides of the fence and convey the intent of the tree protection zone.
- (4) Drainage. It shall be at the discretion of the City to require proper drainage for protected trees where grade changes adjacent to the tree protection zone create poor drainage for the tree(s) (i.e., area adjacent is filled and tree protection zone is placed below grade, thereby, creating a well or ponding effect around the tree or within its dripline).
- (5) Mulching. Where compaction might occur due to construction traffic or materials delivery through a tree protection zone, the area must first be mulched with a minimum four-inch (4”) layer of wood chips or other suitable anti-compaction technologies approved by the City Arborist.
- (6) Roots. The removal of trees adjacent to tree protection zones can cause inadvertent damage to the protected trees. Prior to clearing activities, trenches with a minimum width of one-and-one-half inches (1, 1/2”) and a minimum depth of twelve (12”) inches shall be cut along the limits of land disturbance, so as to cut, rather than tear tree roots.
- (7) Utility routing. Underground utilities shall be routed around tree protection zones. Necessary installation through protection zones shall be accomplished through tunneling rather than cutting open trenches. Air spading may also be used when approved by the Director and performed by trained Certified Arborists. This applies to any irrigation systems, drainage, electric, gas, telephone, communications cables, etc.
- (8) Watering. During periods of dry weather or drought, supplemental watering of tree protection zones shall be required during the land development process. The quantity and frequency shall be at the discretion of the City Arborist or their designee.
- (9) Cover credits. For a tree to count for canopy coverage credits, no more than 30% of any protected tree's critical root zone shall be impacted by construction activities.
- (10) Failure to adhere. Failure to adhere to requisite tree protection measures in this section may result in the issuance of a stop work order which shall remain in place until all respective protection measures have been installed, repaired or replaced. Such notice shall be in writing and shall be given to the owner of the property, the owner's authorized agent or person(s) in charge of the site and shall state the conditions under which work may be resumed. Where an emergency exists, no written notice shall be required. A stop-work order shall be considered a suspension of the land disturbance permit. In the case in which protected trees have been damaged beyond repair and are not expected to survive, the Director may enact any and all penalties as specified and allowed by this chapter.
- (11) Withholding of certificate of occupancy. The building inspector may withhold the issuance of the required certificate of occupancy, or permits and inspections, for any development until the provisions of this article have been fully met.

Section 50-165. – Tree fund.

The city shall maintain a separate tree fund for revenues obtained from fines assessed for violations of Section 50, and Article 38, §12, revenues from the sale of public trees or wood products, or donations of funds for tree planting and care.

(a) Expenditures. Money in the Tree Fund may be used as follows:

1. To replace, establish, and maintain street or public trees illegally removed or damaged.

EXHIBIT A

2. To plant, establish, and maintain street or public trees to enhance the urban forest.
3. To provide education, outreach, and technical assistance to the community; and
4. Other desirable urban forest management-related actions or programs.

(b) Contributions. Contributions to the Tree Fund may occur through various means including:

1. Payment of restoration fees, compensatory payments, civil penalties, or civil remedies resulting from public tree enforcement actions.
2. Grant funds.
3. Sale of wood products from public trees; and
4. Voluntary contributions.

(c) Administration of the tree fund. The Tree Fund is administered by the Director of Planning and Community Development. Any balance in the Tree Fund will be carried forward into subsequent fiscal years to be used solely for the purposes enumerated in this ordinance, but shall be expended within the time period set forth in 15.2-961.3(G) of the Code of Virginia.

State law reference(s)—Va. Code §§ 15.2-961.3.

Section 50-166. - Disposal of surplus trees or urban forest products.

The Director of Recreation may initiate the sale or donation, in accordance with City Code and the Surplus Property provisions of the City's Purchasing Guidelines, of surplus nursery stock, wood, and other forest products generated through urban forestry and parks operations or remainders (debris) from storms which are not needed by the city. Monies generated from the sale of surplus trees, wood, or other forest products shall be used solely for the purpose of enhancing the urban forest and urban forestry programs and operations. Funds from this revenue source shall be allocated to the Tree Fund §50-164.

Section 50-167. - Newly planted trees.

It shall be the duty of any person who plants a tree within the public ROW to place such tree where it creates a hazard or infrastructure conflict. New trees shall be a minimum 2 inch caliper.

Newly planted trees shall be inspected by the City Arborist in summer at one (1), two (2), and three (3) years after planting. The City Arborist or trained designee shall prune the tree as necessary to improve its structure. Standards for proper tree planting, establishment and pruning shall follow ANSI A300.

Section 50-168. - Root cutting or soil disturbance permits for public trees.

Tree roots provide extensive structural support to enable mature trees to remain upright. Excessive removal of tree roots can destabilize a tree and compromise public safety.

- (a) No person shall sever, crush, or otherwise injure any tree root larger than three (3) inches in diameter within the CRZ of any public tree without a written permit from the Director of Public Works or their designee. A permit shall be applied for in advance of any construction work involving probable damage to tree roots.
- (b) Tree roots larger than three (3) inches in diameter from a public tree may be removed without a permit only during work done to alleviate an emergency situation. The City Arborist and the Director of Public Works must be notified within twenty-four (24) hours following emergency work where tree roots larger than three (3) inches were cut.
- (c) Any person who cuts tree roots larger than three (3) inches in diameter from a public tree without a permit, or who fails to notify the City Arborist and the Director of Public Works

EXHIBIT A

following emergency root cutting shall be liable for any damage that results from a public tree uprooting due to structural instability as a result of the tree root being cut and such person may be required to mitigate loss of tree(s) on a diameter inch basis.

Section 50-169. – Tree removal permits for public trees.

A permit is required to remove any public tree. The city may charge the cost of removal to the citizen requesting the removal.

- (a) **Permitted reasons:** Removal shall be permitted for the following reasons. Removal for other reasons may be permitted by referral to and recommendation of the Tree Board.
- 1) Tree is in decline and at least 50% dead.
 - 2) Tree is a safety hazard.
 - 3) Tree blocks visibility and attenuation will result in crown reduction of more than 50%.
 - 4) Infrastructure conflict(s) that cannot be resolved.
- (b) **Utilities:** Removal of specimen trees during the construction or maintenance of easements or rights-of-way for water, sanitary sewer, electricity, telephone, natural gas, fiber optic cable, storm drainage, or other service lines, shall be exempt from the requirements of this Section provided that the applicable company or agency has executed an agreement with the City that:
- 1) Recognizes the need to minimize removal and pruning of trees that do not significantly interfere with construction or maintenance.
 - 2) Establishes, to the extent practicable, design guidelines for construction and maintenance that prioritize tree preservation.
 - 3) Work meets aforementioned ANSI/ANAB industry standards.
 - 4) Provides notice to City prior to the removal of any public tree over 2" (two inches) caliper.
 - 5) Provides for advanced submittal of annual line clearance and herbicide application plans.
 - 6) Provides that a breach of such agreement constitutes a violation of this Section and thus a loss of exemption from the tree protection provisions of this Section; and
 - 7) Provides that appeals of administrative decisions made pursuant to such agreement shall be to the Tree Advisory Board.
- (c) **Replacement of trees removed.**
- 1) All trees removed in the right-of-way shall be replaced within one (1) year. If the site where the tree was removed is not suitable for replanting, a tree shall be planted in a suitable location as close as possible to the removal location. The city shall assess a replacement fee for each tree removed to the individual or entity requesting the removal.
 - 2) Trees lost to development must be replaced by the developer inch for inch. For example, if a one 20-inch DBH tree is removed, 20 caliper inches must be planted on site. Replacement trees must be able to grow to maturity; if replacement trees die, they must be replaced again.
- (d) **Stump removal.**
ALL STUMPS MUST BE UTILITY MARKED PRIOR TO GRINDING. Stumps shall be removed to a depth of 30" below grade for replanting and 10" below grade in site retirement (as determined by the City Arborist). Stumps shall not be ground in cemeteries. The Tree Board may request to preserve stumps with historic significance.

EXHIBIT A

Section 50-170. – Street trees.

Standards in this section must also comply with Section 50-159 and Section 50-167. The minimum landscaping standards along streets are as follows:

- a) **Requirement for street trees.** Street trees shall be required along existing or proposed streets in any development subject to Section 32.
- b) **Street tree species.** Street trees shall be selected from the City's approved species list. All street trees must be approved by the City Arborist. Edible fruit-bearing trees shall not be approved for planting along streetscapes or within forty (40) feet of public hardscape.
- c) **Minimum caliper of street trees.** New street trees shall be 2 inches minimum caliper at planting.
- d) **Location and spacing of street trees.** Street trees shall be planted with even spacing in a row within the public right-of-way or adjacent to the right-of-way if not permitted therein by the Virginia Department of Transportation. One major (large) species tree is required for every 50 feet of street frontage, or portion thereof if 25 feet or more; or one intermediate (medium) species tree every 40 feet of road frontage, or portion thereof, if 20 feet or more. If required street trees cannot be planted within the parking setback or within ten feet of the street due to sight distance, utility easements or other conflicting requirements, then the planting strip shall be enlarged to accommodate the trees. If this requirement creates a hardship by causing the relocation of required parking spaces, then the additional planting area may be counted toward the interior landscaping requirement. Curb extensions that remove a parking space along the street in order to accommodate new trees and avoid utility conflicts are allowable by permission of the Director.
- e) **Shrubs along public streets.** When a parking area is located so that the parked cars will be visible from an off-site street, the Director may require additional planting of low street shrubs between the street and the parking area, subject to the following:
 1. Minimum size of shrubs. Shrubs shall be at least 12 inches in height when planted.
 2. Spacing of shrubs. Shrubs shall be in a single row and spaced so that they will touch the adjacent shrub at maturity but not be crowded.
 3. Alternatives: The City Arborist may authorize different landscaping to minimize the visual impact of the parking area.

State law reference(s)—Va. Code §§ 15.2-2241(3), 15.2-2280, 15.2-2286(A)(6), 18.2-137.

Section 50-171. - Violations and penalties.

Removal, manipulation, or soil disturbance of or around a public tree without a permit or intentionally damaging public trees causing less than \$1,000.00 shall be a Class 1 Misdemeanor. Removal or intentionally damaging a public tree causing in excess of \$1000.00 damage shall be punished in accordance with 18.2-137 of the Code of Virginia or other applicable provision of State Code. Upon conviction, a court may order the defendant to pay restitution. The amount of loss caused by the destruction, defacing, damage, or removal may be established by proof of the fair market cost of repair or fair market replacement value.

Except as otherwise stated in this section, any person or entity violating any provision of this Ordinance shall be deemed guilty of a class three (3) misdemeanor and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense (per tree, per incident).

EXHIBIT A

Section 50-172. - Suspension, revocation, or modification of permits. Any permit issued may be suspended, revoked, or modified by the Director upon a finding that the holder is in violation of the terms of the permit or any portion of this article.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: March Altman, Jr.

RE: **First Read and to Schedule a Public Hearing for Consideration of a Resolution Authorizing the Issuance of General Obligation Bond Anticipation Notes**

PURPOSE: Schedule a Public Hearing for Consideration of a Resolution Authorizing the Issuance of General Obligation Bond Anticipation Notes

REASON:

RECOMMENDATION: Approve Resolutions

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Resolution - Series 2025A - 9-30 clean
2. Resolution - Series 2025B - 9-30 clean

CITY OF PETERSBURG, VIRGINIA

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$30,000,000
PRINCIPAL AMOUNT OF A GENERAL OBLIGATION BOND ANTICIPATION NOTE
OF THE CITY OF PETERSBURG, VIRGINIA AND PROVIDING FOR THE FORM,
DETAILS AND PAYMENT THEREOF
(SERIES 2025A - GENERAL FUND PROJECTS)**

Adopted on October 21, 2025

Be it Resolved by the Council of the City of Petersburg, Virginia:

Section 1 Definitions

Unless the context shall clearly indicate some other meaning, the following words and terms shall for all purposes of the Resolution and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto for all purposes of any opinion or instrument or other documents therein or herein mentioned, have the following meanings:

“**Act**” shall mean the Public Finance Act, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended.

“**Bond Counsel**” shall mean Sands Anderson PC or another attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the City.

“**Business Day**” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banks generally are open for business in the Commonwealth of Virginia.

“**City**” shall mean the City of Petersburg, Virginia.

“**City Charter**” shall mean the City Charter of the City of Petersburg, Virginia, Chapter 259 of the 1962 Acts of Assembly, as amended.

“**Clerk**” shall mean the Clerk of Council.

“**Closing Date**” shall mean the date on which the Note is issued and delivered to the Noteholder.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations, procedures and rulings thereunder.

“**Commonwealth**” shall mean the Commonwealth of Virginia.

“**Council**” shall mean the City Council of the City of Petersburg, Virginia.

“**Interest Account**” shall mean the Interest Account in the Note Fund established by Section 6(a).

“**Interest Payment Date**” shall mean [] 15 and [] 15, of each year, beginning [] 15, 202[].

“**Lender**” shall mean [], as purchaser of the Note.

“Maturity Date” shall mean [].

“Mayor” shall mean the Mayor or Vice Mayor of the City.

“Note” shall mean the General Obligation Bond Anticipation Note, Series 2025A, as authorized to be issued hereunder.

“Note Fund” shall mean the 2025A Note Fund established by Section 6(a).

“Noteholder” or **“Holder”** shall mean the registered owner of the Note.

“Outstanding” shall mean, as of a particular date, the Note authenticated and delivered under this Resolution except:

- (i) if the Note is cancelled by the City at or before such date;
- (ii) if cash equal to the principal amount of the Note, with interest to the date of maturity, shall have been deposited with the Paying Agent prior to maturity;
- (iii) the Note for the redemption or purchase of which cash or noncallable direct obligations of the United States of America, equal to the redemption or purchase price thereof to the redemption or purchase date, shall have been deposited with the Paying Agent, for which notice of redemption or purchase shall have been given in accordance with the Resolution;
- (iv) the Note in lieu of, or in substitution for which, another Note shall have been authenticated and delivered pursuant to this Resolution; and
- (v) if such Note is deemed paid under the provisions of Section 9, except that such Note shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of actually being paid.

“Paying Agent” shall mean a qualified bank or trust company selected by the City Manager hereunder or the City Treasurer acting as Paying Agent hereunder as designated and authorized under Section 3 or the successors or assigns serving as such hereunder.

“Principal Account” shall mean the Principal Account in the Note Fund established by Section 6(a).

“Proceeds Fund” shall mean the Proceeds Fund established by Section 4.

“Project” shall mean to finance various City general fund purposes, including but not limited to, bridge replacement, fire stations and equipment, public safety facilities, vehicles and

equipment, city hall improvements and a training center and related City capital improvement projects.

“**Registrar**” shall mean the Paying Agent, or the successors or assigns serving as such hereunder.

Section 2 Findings and Determinations

The Council hereby finds and determines that (i) the municipal bond marketplace and interest rate environment is attractive to provide for the financing of various City general fund purposes, including but not limited to, bridge replacement, fire stations and equipment, public safety facilities, vehicles and equipment, city hall improvements and a training center and related City capital improvement projects (**together, the “Project”**) and for costs of issuance of the Note, (ii) the financing of the Project, will be for municipal purposes of the City, will benefit the health, safety and welfare of the citizens of the City, all for purposes which will serve the City, (iii) the most effective, efficient and expedient manner in which to provide such funds is by the issuance of a tax-exempt general obligation bond in the maximum principal amount of \$30,000,000 issued by the City as further described herein to be sold to the Noteholder, which has offered to purchase the same on certain terms and conditions pursuant to a Note Purchase Agreement between the City and the Noteholder (**the “Note Purchase Agreement”**) a form of which has been presented to the City Council, the issuance of such Note being within the power of the City to contract debts, borrow money and make and issue evidence of indebtedness, and (iv) the issuance of the Note is in the best interests of the City and its citizens.

Section 3 Authorization, Form and Details of the Note

There is hereby authorized to be issued a general obligation bond anticipation note for purpose of financing the Project and to pay certain costs of issuance of the Note, all as described in Section 2 above. The Note authorized herein shall be designated “General Obligation Bond Anticipation Note, Series 2025A”, shall be issuable as a fully registered bond, without coupons, shall be dated the Closing Date, shall be numbered NA-1, shall bear interest payable semiannually on each [] 15 and [] 15, commencing [] 15, 202[] with principal payable annually on each [] 15, commencing on [] 15, 202[] and ending on the Maturity Date, at a rate per annum not to exceed []% in accordance with the provisions of the Lender’s written proposal to purchase the Note, and shall mature on the Maturity Date. [INSERT REDEMPTION PROVISIONS HERE].

The Note is hereby authorized to be issued under the City Charter and the Act. The Note shall bear interest from the date on which the Note is authenticated. Interest on the Note shall be computed on the basis of 30-day months and a 360-day year.

Principal of, and interest on, the Note shall be payable in lawful money of the United States of America. Principal of and interest on the Note shall be payable by wire transfer to the registered holder on the payment dates of the Note.

The Note shall be printed, lithographed or typewritten and shall be substantially in the form herein below set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, including such variations, insertions and omissions as shall be necessary to issue the Note under a system of book-entry for recording the ownership and transfer of ownership of rights and to receive payments of principal of and interest on the Note and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

If any principal of, or interest on, the Note is not paid when due (whether at maturity, by acceleration or call for redemption, or otherwise), then, to the extent permitted by law, the overdue installments of principal shall bear interest until paid at the same rate as set forth in the Note.

The Note shall be signed by the facsimile or manual signature of the Mayor. The facsimile of the City's seal shall be printed thereon or manually impressed thereon and attested by the facsimile or manual signature of the Clerk. In case any officer whose signature or facsimile of whose signature shall appear on the Note shall cease to be such officer before delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he remained in office until such delivery. The Note may bear the facsimile signature of or may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign the Note although on the date of delivery of the Note such persons may not have been such officers.

The Note shall bear a certificate of authentication, in the forms set forth below, duly executed by the Registrar. The Registrar shall authenticate the Note with the signature of an authorized officer of the Registrar. Only the authenticated Note shall be entitled to any right or benefit under this Resolution, and such certificate on the Note issued hereunder shall be conclusive evidence that such Note has been duly issued and are secured by the provisions hereof.

The Paying Agent shall act as Registrar and shall maintain Registration Books for the registration and the registration of transfer of the Note. A qualified bank or trust company selected by the City Manager hereunder or the City Treasurer will be designated and authorized to act as Paying Agent and Registrar hereunder. The transfer of the Note may be registered only on the books kept for the registration and registration of transfer of the Note upon surrender thereof to the Registrar together with an assignment duly executed by the registered holder in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer, the City shall execute and the Registrar

shall authenticate and deliver, in exchange of the respective Note, a new registered Note registered in the name of the transferee of the same series, maturity and interest rate as the Note so exchanged in any denomination or denominations authorized by this Resolution.

The Registrar shall not be required to make any such registration or registration of transfer during the fifteen (15) days immediately preceding an Interest Payment Date, the Maturity Date or a redemption date.

Prior to due presentment for registration of transfer for the Note, the Registrar shall treat the registered holder as the person exclusively entitled to payment of principal of, premium, if any, and interest on, the respective Note and the exercise of all other rights and powers of the Holder.

If any Note has been mutilated, lost or destroyed, the City shall execute and the Registrar shall authenticate and deliver a new Note of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Note or in lieu of and in substitution for such lost or destroyed Note; provided, however, that the City and the Registrar shall execute, authenticate and deliver such Note only if the Holder has paid the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of a lost or destroyed Note, has furnished to the City and the Registrar (a) evidence satisfactory to them that such Note was lost or destroyed and the Holder was the Owner thereof and (b) indemnity satisfactory to them. If the Note has matured, instead of issuing a new Note, the Registrar may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

If the Note has been paid (whether at maturity, by acceleration or otherwise) or delivered to the Paying Agent for cancellation, such Note shall not be reissued and the Registrar shall, unless otherwise directed by the City, cremate, shred or otherwise dispose of such Note. The Registrar shall deliver to the City a certificate of any such cremation, shredding or other disposition of such Note.

CUSIP identification numbers may be printed on the Note, but such numbers shall not be deemed to be a part of the Note or a part of the contract evidenced thereby and no liability shall hereafter attach to the City or any of the officers or agents thereof because or on account of said CUSIP numbers.

The Note, the Certificate of Authentication and the provision for the assignment to be inserted in the Note shall be substantially in the following form, to-wit:

“Date of Taxability” means the earliest date as of which interest on this Note shall have been determined to be includable in the gross income of the Lender pursuant to a Determination of Taxability.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Lender notifies the City that it has received a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability (as defined below) has occurred unless, within 180 days after receipt by the City of such notification from such Lender, the City shall deliver to the Lender (A) a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of Internal Revenue (or any other governmental official exercising the same or a substantially similar function from time to time) or (B) a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings by the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the City shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Lender the interest on this Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the City have been afforded the opportunity, at the sole expense of the City, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Lender, the City shall immediately reimburse such Lender for any payments such Lender shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Taxability” means the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Note which has the effect of causing interest paid or payable on this Note to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes.

“Taxable Rate” means the interest rate per annum that shall provide the Lender with the same after tax yield that the Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Determination of Taxability. The Lender shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Both principal of and interest on this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this Note does not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of, and interest on, this Note as provided in the Resolution.

No registration, transfer or exchange of this Note shall be permitted within fifteen (15) days of a payment date, the Maturity Date or the date of prepayment or redemption of this Note.

This Note is an authorized series in the aggregate principal amount of up to \$30,000,000 authorized of like date and tenor, except for number and denomination, and is issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including the City Charter of the City of Petersburg, Virginia (Chapter 259 of the 1962 Acts of Assembly, as amended) and Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the Resolution duly adopted by the City Council on October 21, 2025 (**the “Resolution”**).

This Note shall bear interest from the date on which this Note is authenticated. Interest on this Note shall be computed on the basis of 30-day months and 360-day year.

This Note is transferable only upon the registration books kept at the office of the Registrar by the registered holder hereof, or by his duly authorized attorney, upon surrender of this Note (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed by the registered holder or his duly authorized attorney, which may be the form endorsed hereon) and subject to the limitations and upon payment of the charges, if any, as provided in the Resolution, and thereupon as provided in the Resolution a new Note, in the

aggregate principal amount and of the same series, interest rate and maturity as the Note surrendered, shall be issued in exchange therefor. The City and the Registrar shall deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

THIS NOTE IS A GENERAL OBLIGATION OF THE CITY FOR THE PAYMENT OF WHICH THE CITY'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE CITY COUNCIL IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE NOTE, TO THE EXTENT OTHER FUNDS OF THE CITY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.

Reference is hereby made to the Resolution and to all of the provisions thereof to which any holder of this Note by his acceptance hereof hereby assents, for definitions of terms; the description of and nature and extent of the security for this Note; the conditions upon which the Resolution may be amended or supplemented without the consent of the holder of this Note and upon which it may be amended only with the consent of the holder of this Note affected thereby; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the City; the provisions discharging the Resolution as to this Note and for the other terms and provisions of the Resolution.

This Note shall not be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

IN WITNESS WHEREOF, the City of Petersburg, Virginia, by its City Council has caused this Note to be signed by the Mayor and attested by the Clerk of Council, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Note to be dated as set forth above.

(SEAL)

Clerk of Council

Mayor

CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the within-mentioned Resolution.

REGISTRAR - _____

By: _____

DATE OF AUTHENTICATION:

November __, 2025

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns, and transfers unto

Please insert social security number or other tax identification number of assignee:

[_____]

Name and address of assignee, including zip code:

_____ the within-mentioned Note and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the registration books thereof maintained in the office of the within-mentioned Registrar with the full power of substitution in the premises.

DATED: _____

NOTE: The signature to this assignment must correspond with the name of the registered holder that is written on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

SCHEDULE

Section 4 Creation of Proceeds Fund

There is hereby established a fund to be designated the “Proceeds Fund, City of Petersburg, Virginia, General Obligation Bond Anticipation Note, Series 2025A.”

Section 5 Payments into Proceeds Fund

A portion of the funds received from the proceeds of the sale of the Note after payment of certain costs of issuance of the Note, shall be deposited into the Proceeds Fund to be used to pay costs of the Project and costs of issuance of the Note in accordance with applicable law.

Section 6 Creation of Note Funds

a. There is hereby established a trust fund to be designated the “Note Fund, City of Petersburg, Virginia, General Obligation Bond Anticipation Note, Series 2025A”, in which Note Fund there are hereby established two accounts, an Interest Account and a Principal Account. As and when received, monies shall be deposited into the appropriate account of the Note Fund, and payments from the Note Fund shall be made as follows:

i. to the Interest Account in the Note Fund, subject to credit, if any, or proceeds of the Note deposited therein, on [] 15 and [] 15, beginning [] 15, 202[], and on the Maturity Date, an amount equal to the amount of interest that will become due on the Note on the Interest Payment Date or Maturity Date; and

ii. to the Principal Account in the Note Fund on each [] 15, commencing [] 15, 202[] an amount equal to the principal that is required to be deposited into the Principal Account in order to pay the principal due on the Note on such payment date, through and including the Maturity Date.

Section 7 Accounts Within Funds

Any fund or account created by this Resolution may contain such accounts or subaccounts as may be necessary for the orderly administration thereof.

Section 8 Investment of Funds

The City shall separately invest and reinvest any monies held in the funds established by this Resolution in investments which would mature in amounts and at times so that the principal of, premium, if any, and interest on, the Note can be paid when due at maturity thereof.

Permissible investments include investments in securities that are legal investments under Chapter 45 of Title 2.2 of the Code of Virginia of 1950, as amended (Section 2.2-4500 *et seq.*) and which are otherwise in compliance with Section 15.2-2619 of the Act. The City Treasurer, if

and as necessary, is authorized to utilize the Virginia State Non-Arbitrage Program (“SNAP”) in connection with the investment of the proceeds of the Note.

Section 9 Defeasance

The obligations of the City under this Resolution and covenants of the City provided for herein shall be fully discharged and satisfied as to the Note and the Note shall no longer be deemed to be Outstanding thereunder when the Note shall have been purchased by the City and cancelled or destroyed, when the payment of principal of the Note, plus interest on the principal to the due date thereof either (a) shall have been made or (b) shall have been provided for by irrevocably depositing with the Paying Agent for the Note, money sufficient to make such payment, or direct and general obligations of, or obligations the principal of, and interest on, which are guaranteed by, the United States of America, maturing in such amounts and at such times as will insure the availability of sufficient monies to make such payment.

Section 10 General Obligation

The Council, in accordance with Section 15.2-2624 of the Act, is hereafter authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any and interest on the Note, to the extent other funds of the City are not lawfully available and appropriated for such purpose.

Section 11 Event of Default

Each of the following shall constitute an event of default hereunder:

- a. Failure to pay the principal of the Note when due;
- b. Failure to pay interest on the Note when due;
- c. Failure of the City to perform any other covenant or agreement contained in this Resolution, which failure shall have continued for 60 days after the notice thereof from the Holders of the Note; provided, however, that if any such failure shall be such that it cannot be cured or corrected within a 60-day period but is, in fact, susceptible of cure or correction, it shall not constitute an Event of Default if curative or corrective action is instituted within said period and diligently pursued until the failure of performance is cured or corrected;
- d. The instituting of any proceeding with the consent of the City for the purpose of effecting composition between the City and its creditors or for the purpose of adjusting the claims of creditors pursuant to any federal or state statute; or

e. If the City for any reason shall be rendered incapable of fulfilling its obligations under this Resolution.

In case an Event of Default shall occur, subject to the provisions referred to in the preceding paragraph, the Holders of the outstanding Note shall have the right to protect the rights vested in such Holder by the Resolution by such appropriate judicial proceeding as such Holder shall determine either by suit in equity or by action at law.

Section 12 Enforcement by Noteholder

The Holder of the Note may by mandamus or other appropriate proceeding at law or in equity in any court of competent jurisdiction, enforce and compel performance of this Resolution and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties and requirements to be done or performed by the City by the Resolution or by the applicable laws of the Commonwealth.

Section 13 Modification of Note Resolution

The City may without the consent of any Noteholder make any modification or amendment of this Resolution required to cure any ambiguity or error herein contained or to make any amendments hereto or to grant to the Noteholders additional rights.

The Holders of the outstanding Note shall have the power to authorize any modifications to this Resolution affecting the outstanding Note proposed by the City other than as permitted above; provided that without the consent of the Holder of the Note affected thereby, no modifications shall be made which will (a) extend the time of payment of principal of, or interest on, the Note or reduce the principal amount thereof or the rate of interest thereon or any alteration of prepayment provisions; (b) give to the Note any preference over any other note or bond secured equally and ratably therewith; (c) deprive the Noteholders of the security afforded by this Resolution, or (d) reduce the percentage in principal amount of the Note required to authorize any modification to the Resolution.

Section 14 Application of Proceeds; Sale of Note

Proceeds derived from the sale of the Note together with other monies available therefor shall be used to pay the costs of issuance and other expenses of the City relating to the issuance of the Note and thereafter any remaining funds to be deposited in the Proceeds Fund and shall be used for the purposes specified in Section 2 of this Resolution and otherwise used in accordance with the provisions of this Resolution or an opinion of Bond Counsel. Interest accruing on the principal of the Proceeds Fund and any profit realized from it may be transferred to the Note Fund to be applied to the payment of interest on the Note.

Section 15 No Arbitrage Covenant and Covenants and Designations as to the Code

The City hereby covenants that it will not use or invest, or permit the use or investment of any proceeds of the Note, in a manner that would cause the Note to be subjected to treatment under Section 148 of the Code and the regulations adopted thereunder as an “arbitrage bond,” and to that end the City shall comply with applicable regulations adopted under said Section 148 of the Code.

The City covenants to comply with the Code provisions requiring that any issuance of “governmental bonds,” as defined therein, be subject to certain requirements as to rebate and timing and type of payments to be paid for from the proceeds of such notes or bonds, as well as other additional requirements. In order to assure compliance with such Code provisions, the City has entered into a Compliance Certificate, to comply with such requirements and covenants therein that it will not breach the terms thereof.

Section 16 Further Actions Authorized

The Mayor and Clerk of Council and the City Manager, City Treasurer, and all other officers, employees and agents of the City are hereby authorized and directed to take any and all such further action and to modify such documents and terms relating to the issuance of the Note, including but not limited to the terms of payment, amounts, dates, redemption dates and terms, as shall be deemed necessary, appropriate or desirable in order to effectuate delivery of, and payment for, the Note all in accordance with the Resolution. The signature of such officers on such documents or certificates shall be conclusive evidence of such determination.

Furthermore, terms and provisions of the Note may be subsequently modified by a resolution of the Council as may be deemed necessary, appropriate or desirable without modifying this Resolution and without further public hearing.

Section 17 Invalidity of Sections

If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining portions of this Resolution.

Section 18 Headings of Sections, Table of Contents

The headings of the sections of this Resolution and the Table of Contents appended hereto or to copies hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of such sections of this Resolution.

Section 19 Effectiveness and Filing of Resolution

The Council hereby declares that this Resolution shall become effective upon its passage as provided for in the Act. A certified copy of this Resolution shall be filed by the City Clerk with the Clerk of the Circuit Court of the City. The filing of this Resolution with the Clerk of the Circuit Court of the City shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The Members of the Council voted as follows:

Ayes

Nays

None

Absent

None

Abstentions

Adopted this 21st day of October, 2025.

The undersigned Clerk of Council of the City of Petersburg, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on October 21, 2025, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing resolution, a quorum was present and action was taken in an open meeting.

Dated this _____ day of October, 2025.

Clerk of Council
City of Petersburg, Virginia

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CITY OF PETERSBURG, VIRGINIA

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$40,000,000
PRINCIPAL AMOUNT OF A GENERAL OBLIGATION BOND ANTICIPATION NOTE
OF THE CITY OF PETERSBURG, VIRGINIA AND PROVIDING FOR THE FORM,
DETAILS AND PAYMENT THEREOF
(SERIES 2025B - UTILITY FUND PROJECTS)**

Adopted on October 21, 2025

Be it Resolved by the Council of the City of Petersburg, Virginia:

Section 1 Definitions

Unless the context shall clearly indicate some other meaning, the following words and terms shall for all purposes of the Resolution and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto for all purposes of any opinion or instrument or other documents therein or herein mentioned, have the following meanings:

“**Act**” shall mean the Public Finance Act, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended.

“**Bond Counsel**” shall mean Sands Anderson PC or another attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the City.

“**Business Day**” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banks generally are open for business in the Commonwealth of Virginia.

“**City**” shall mean the City of Petersburg, Virginia.

“**City Charter**” shall mean the City Charter of the City of Petersburg, Virginia, Chapter 259 of the 1962 Acts of Assembly, as amended.

“**Clerk**” shall mean the Clerk of Council.

“**Closing Date**” shall mean the date on which the Note is issued and delivered to the Noteholder.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations, procedures and rulings thereunder.

“**Commonwealth**” shall mean the Commonwealth of Virginia.

“**Council**” shall mean the City Council of the City of Petersburg, Virginia.

“**Interest Account**” shall mean the Interest Account in the Note Fund established by Section 6(a).

“**Interest Payment Date**” shall mean [] 15 and [] 15, of each year, beginning [] 15, 202[].

“**Lender**” shall mean [], as purchaser of the Note.

“Maturity Date” shall mean [].

“Mayor” shall mean the Mayor or Vice Mayor of the City.

“Note” shall mean the General Obligation Bond Anticipation Note, Series 2025B, as authorized to be issued hereunder.

“Note Fund” shall mean the 2025B Note Fund established by Section 6(a).

“Noteholder” or **“Holder”** shall mean the registered owner of the Note.

“Outstanding” shall mean, as of a particular date, the Note authenticated and delivered under this Resolution except:

- (i) if the Note is cancelled by the City at or before such date;
- (ii) if cash equal to the principal amount of the Note, with interest to the date of maturity, shall have been deposited with the Paying Agent prior to maturity;
- (iii) the Note for the redemption or purchase of which cash or noncallable direct obligations of the United States of America, equal to the redemption or purchase price thereof to the redemption or purchase date, shall have been deposited with the Paying Agent, for which notice of redemption or purchase shall have been given in accordance with the Resolution;
- (iv) the Note in lieu of, or in substitution for which, another Note shall have been authenticated and delivered pursuant to this Resolution; and
- (v) if such Note is deemed paid under the provisions of Section 9, except that such Note shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of actually being paid.

“Paying Agent” shall mean a qualified bank or trust company selected by the City Manager hereunder or the City Treasurer acting as Paying Agent hereunder as designated and authorized under Section 3 or the successors or assigns serving as such hereunder.

“Principal Account” shall mean the Principal Account in the Note Fund established by Section 6(a).

“Proceeds Fund” shall mean the Proceeds Fund established by Section 4.

“Project” shall mean to finance various water and sewer utility fund purposes, including but not limited to water pump stations rehabilitation and upgrades, watermain replacement, water

lines and storage facilities, nutrient removal upgrades, sewer interceptor upgrades, sewer pump station improvements and sewer conveyance system rehabilitation and related City utility fund capital improvement projects.

“**Registrar**” shall mean the Paying Agent, or the successors or assigns serving as such hereunder.

Section 2 Findings and Determinations

The Council hereby finds and determines that (i) the municipal bond marketplace and interest rate environment is attractive to provide for the financing of various water and sewer utility fund purposes, including but not limited to water pump stations rehabilitation and upgrades, watermain replacement, water lines and storage facilities, nutrient removal upgrades, sewer interceptor upgrades, sewer pump station improvements and sewer conveyance system rehabilitation and related City utility fund capital improvement projects (**together, the “Project”**) and for costs of issuance of the Note, (ii) the financing of the Project, will be for municipal purposes of the City, will benefit the health, safety and welfare of the citizens of the City, all for purposes which will serve the City, (iii) the most effective, efficient and expedient manner in which to provide such funds is by the issuance of a tax-exempt general obligation bond in the maximum principal amount of \$40,000,000 issued by the City as further described herein to be sold to the Noteholder, which has offered to purchase the same on certain terms and conditions pursuant to a Note Purchase Agreement between the City and the Noteholder (**the “Note Purchase Agreement”**) a form of which has been presented to the City Council, the issuance of such Note being within the power of the City to contract debts, borrow money and make and issue evidence of indebtedness, and (iv) the issuance of the Note is in the best interests of the City and its citizens.

Section 3 Authorization, Form and Details of the Note

There is hereby authorized to be issued a general obligation bond anticipation note for purpose of financing the Project and to pay certain costs of issuance of the Note, all as described in Section 2 above. The Note authorized herein shall be designated “General Obligation Bond Anticipation Note, Series 2025B”, shall be issuable as a fully registered bond, without coupons, shall be dated the Closing Date, shall be numbered NB-1, shall bear interest payable semiannually on each [] 15 and [] 15, commencing [] 15, 202[] with principal payable annually on each [] 15, commencing on [] 15, 202[] and ending on the Maturity Date, at a rate per annum not to exceed []% in accordance with the provisions of the Lender’s written proposal to purchase the Note, and shall mature on the Maturity Date. [INSERT REDEMPTION PROVISIONS HERE].

The Note is hereby authorized to be issued under the City Charter and the Act. The Note shall bear interest from the date on which the Note is authenticated. Interest on the Note shall be computed on the basis of 30-day months and a 360-day year.

Principal of, and interest on, the Note shall be payable in lawful money of the United States of America. Principal of and interest on the Note shall be payable by wire transfer to the registered holder on the payment dates of the Note.

The Note shall be printed, lithographed or typewritten and shall be substantially in the form herein below set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, including such variations, insertions and omissions as shall be necessary to issue the Note under a system of book-entry for recording the ownership and transfer of ownership of rights and to receive payments of principal of and interest on the Note and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

If any principal of, or interest on, the Note is not paid when due (whether at maturity, by acceleration or call for redemption, or otherwise), then, to the extent permitted by law, the overdue installments of principal shall bear interest until paid at the same rate as set forth in the Note.

The Note shall be signed by the facsimile or manual signature of the Mayor. The facsimile of the City's seal shall be printed thereon or manually impressed thereon and attested by the facsimile or manual signature of the Clerk. In case any officer whose signature or facsimile of whose signature shall appear on the Note shall cease to be such officer before delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he remained in office until such delivery. The Note may bear the facsimile signature of or may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign the Note although on the date of delivery of the Note such persons may not have been such officers.

The Note shall bear a certificate of authentication, in the forms set forth below, duly executed by the Registrar. The Registrar shall authenticate the Note with the signature of an authorized officer of the Registrar. Only the authenticated Note shall be entitled to any right or benefit under this Resolution, and such certificate on the Note issued hereunder shall be conclusive evidence that such Note has been duly issued and are secured by the provisions hereof.

The Paying Agent shall act as Registrar and shall maintain Registration Books for the registration and the registration of transfer of the Note. A qualified bank or trust company selected by the City Manager hereunder or the City Treasurer will be designated and authorized to act as Paying Agent and Registrar hereunder. The transfer of the Note may be registered only on the books kept for the registration and registration of transfer of the Note upon surrender thereof to the Registrar together with an assignment duly executed by the registered holder in person or by his duly authorized attorney or legal representative in such form as shall be

satisfactory to the Registrar. Upon any such transfer, the City shall execute and the Registrar shall authenticate and deliver, in exchange of the respective Note, a new registered Note registered in the name of the transferee of the same series, maturity and interest rate as the Note so exchanged in any denomination or denominations authorized by this Resolution.

The Registrar shall not be required to make any such registration or registration of transfer during the fifteen (15) days immediately preceding an Interest Payment Date, the Maturity Date or a redemption date.

Prior to due presentment for registration of transfer for the Note, the Registrar shall treat the registered holder as the person exclusively entitled to payment of principal of, premium, if any, and interest on, the respective Note and the exercise of all other rights and powers of the Holder.

If any Note has been mutilated, lost or destroyed, the City shall execute and the Registrar shall authenticate and deliver a new Note of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Note or in lieu of and in substitution for such lost or destroyed Note; provided, however, that the City and the Registrar shall execute, authenticate and deliver such Note only if the Holder has paid the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of a lost or destroyed Note, has furnished to the City and the Registrar (a) evidence satisfactory to them that such Note was lost or destroyed and the Holder was the Owner thereof and (b) indemnity satisfactory to them. If the Note has matured, instead of issuing a new Note, the Registrar may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

If the Note has been paid (whether at maturity, by acceleration or otherwise) or delivered to the Paying Agent for cancellation, such Note shall not be reissued and the Registrar shall, unless otherwise directed by the City, cremate, shred or otherwise dispose of such Note. The Registrar shall deliver to the City a certificate of any such cremation, shredding or other disposition of such Note.

CUSIP identification numbers may be printed on the Note, but such numbers shall not be deemed to be a part of the Note or a part of the contract evidenced thereby and no liability shall hereafter attach to the City or any of the officers or agents thereof because or on account of said CUSIP numbers.

The Note, the Certificate of Authentication and the provision for the assignment to be inserted in the Note shall be substantially in the following form, to-wit:

“Date of Taxability” means the earliest date as of which interest on this Note shall have been determined to be includable in the gross income of the Lender pursuant to a Determination of Taxability.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Lender notifies the City that it has received a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability (as defined below) has occurred unless, within 180 days after receipt by the City of such notification from such Lender, the City shall deliver to the Lender (A) a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of Internal Revenue (or any other governmental official exercising the same or a substantially similar function from time to time) or (B) a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings by the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the City shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Lender the interest on this Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the City have been afforded the opportunity, at the sole expense of the City, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Lender, the City shall immediately reimburse such Lender for any payments such Lender shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Taxability” means the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Note which has the effect of causing interest paid or payable on this Note to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes.

“Taxable Rate” means the interest rate per annum that shall provide the Lender with the same after tax yield that the Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Determination of Taxability. The Lender shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Both principal of and interest on this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this Note does not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of, and interest on, this Note as provided in the Resolution.

No registration, transfer or exchange of this Note shall be permitted within fifteen (15) days of a payment date, the Maturity Date or the date of prepayment or redemption of this Note.

This Note is an authorized series in the aggregate principal amount of up to \$40,000,000 authorized of like date and tenor, except for number and denomination, and is issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including the City Charter of the City of Petersburg, Virginia (Chapter 259 of the 1962 Acts of Assembly, as amended) and Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the Resolution duly adopted by the City Council on October 21, 2025 (**the “Resolution”**).

This Note shall bear interest from the date on which this Note is authenticated. Interest on this Note shall be computed on the basis of 30-day months and 360-day year.

This Note is transferable only upon the registration books kept at the office of the Registrar by the registered holder hereof, or by his duly authorized attorney, upon surrender of this Note (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed by the registered holder or his duly authorized attorney, which may be the form endorsed hereon) and subject to the limitations and upon payment of the charges, if any, as provided in the Resolution, and thereupon as provided in the Resolution a new Note, in the

aggregate principal amount and of the same series, interest rate and maturity as the Note surrendered, shall be issued in exchange therefor. The City and the Registrar shall deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

THIS NOTE IS A GENERAL OBLIGATION OF THE CITY FOR THE PAYMENT OF WHICH THE CITY'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE CITY COUNCIL IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE NOTE, TO THE EXTENT OTHER FUNDS OF THE CITY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.

Reference is hereby made to the Resolution and to all of the provisions thereof to which any holder of this Note by his acceptance hereof hereby assents, for definitions of terms; the description of and nature and extent of the security for this Note; the conditions upon which the Resolution may be amended or supplemented without the consent of the holder of this Note and upon which it may be amended only with the consent of the holder of this Note affected thereby; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the City; the provisions discharging the Resolution as to this Note and for the other terms and provisions of the Resolution.

This Note shall not be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

IN WITNESS WHEREOF, the City of Petersburg, Virginia, by its City Council has caused this Note to be signed by the Mayor and attested by the Clerk of Council, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Note to be dated as set forth above.

(SEAL)

Clerk of Council

Mayor

CERTIFICATE OF AUTHENTICATION

This Note is the Series 2025B Note described in the within-mentioned Resolution.

REGISTRAR - _____

By: _____
City Treasurer

DATE OF AUTHENTICATION:

November __, 2025

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns, and transfers unto

Please insert social security number or other tax identification number of assignee:

[_____]

Name and address of assignee, including zip code:

_____ the within-mentioned Note and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the registration books thereof maintained in the office of the within-mentioned Registrar with the full power of substitution in the premises.

DATED: _____

NOTE: The signature to this assignment must correspond with the name of the registered holder that is written on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

SCHEDULE

Section 4 Creation of Proceeds Fund

There is hereby established a fund to be designated the “Proceeds Fund, City of Petersburg, Virginia, General Obligation Bond Anticipation Note, Series 2025B.”

Section 5 Payments into Proceeds Fund

A portion of the funds received from the proceeds of the sale of the Note after payment of certain costs of issuance of the Note, shall be deposited into the Proceeds Fund to be used to pay costs of the Project and costs of issuance of the Note in accordance with applicable law.

Section 6 Creation of Note Funds

a. There is hereby established a trust fund to be designated the “Note Fund, City of Petersburg, Virginia, General Obligation Bond Anticipation Note, Series 2025B”, in which Note Fund there are hereby established two accounts, an Interest Account and a Principal Account. As and when received, monies shall be deposited into the appropriate account of the Note Fund, and payments from the Note Fund shall be made as follows:

i. to the Interest Account in the Note Fund, subject to credit, if any, or proceeds of the Note deposited therein, on [] 15 and [] 15, beginning [] 15, 202[], and on the Maturity Date, an amount equal to the amount of interest that will become due on the Note on the Interest Payment Date or Maturity Date; and

ii. to the Principal Account in the Note Fund on each [] 15, commencing [] 15, 202[] an amount equal to the principal that is required to be deposited into the Principal Account in order to pay the principal due on the Note on such payment date, through and including the Maturity Date.

Section 7 Accounts Within Funds

Any fund or account created by this Resolution may contain such accounts or subaccounts as may be necessary for the orderly administration thereof.

Section 8 Investment of Funds

The City shall separately invest and reinvest any monies held in the funds established by this Resolution in investments which would mature in amounts and at times so that the principal of, premium, if any, and interest on, the Note can be paid when due at maturity thereof.

Permissible investments include investments in securities that are legal investments under Chapter 45 of Title 2.2 of the Code of Virginia of 1950, as amended (Section 2.2-4500 *et seq.*) and which are otherwise in compliance with Section 15.2-2619 of the Act. The City Treasurer, if

and as necessary, is authorized to utilize the Virginia State Non-Arbitrage Program (“SNAP”) in connection with the investment of the proceeds of the Note.

Section 9 Defeasance

The obligations of the City under this Resolution and covenants of the City provided for herein shall be fully discharged and satisfied as to the Note and the Note shall no longer be deemed to be Outstanding thereunder when the Note shall have been purchased by the City and cancelled or destroyed, when the payment of principal of the Note, plus interest on the principal to the due date thereof either (a) shall have been made or (b) shall have been provided for by irrevocably depositing with the Paying Agent for the Note, money sufficient to make such payment, or direct and general obligations of, or obligations the principal of, and interest on, which are guaranteed by, the United States of America, maturing in such amounts and at such times as will insure the availability of sufficient monies to make such payment.

Section 10 General Obligation

The Council, in accordance with Section 15.2-2624 of the Act, is hereafter authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any and interest on the Note, to the extent other funds of the City are not lawfully available and appropriated for such purpose.

Section 11 Event of Default

Each of the following shall constitute an event of default hereunder:

- a. Failure to pay the principal of the Note when due;
- b. Failure to pay interest on the Note when due;
- c. Failure of the City to perform any other covenant or agreement contained in this Resolution, which failure shall have continued for 60 days after the notice thereof from the Holders of the Note; provided, however, that if any such failure shall be such that it cannot be cured or corrected within a 60-day period but is, in fact, susceptible of cure or correction, it shall not constitute an Event of Default if curative or corrective action is instituted within said period and diligently pursued until the failure of performance is cured or corrected;
- d. The instituting of any proceeding with the consent of the City for the purpose of effecting composition between the City and its creditors or for the purpose of adjusting the claims of creditors pursuant to any federal or state statute; or

e. If the City for any reason shall be rendered incapable of fulfilling its obligations under this Resolution.

In case an Event of Default shall occur, subject to the provisions referred to in the preceding paragraph, the Holders of the outstanding Note shall have the right to protect the rights vested in such Holder by the Resolution by such appropriate judicial proceeding as such Holder shall determine either by suit in equity or by action at law.

Section 12 Enforcement by Noteholder

The Holder of the Note may by mandamus or other appropriate proceeding at law or in equity in any court of competent jurisdiction, enforce and compel performance of this Resolution and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties and requirements to be done or performed by the City by the Resolution or by the applicable laws of the Commonwealth.

Section 13 Modification of Note Resolution

The City may without the consent of any Noteholder make any modification or amendment of this Resolution required to cure any ambiguity or error herein contained or to make any amendments hereto or to grant to the Noteholders additional rights.

The Holders of the outstanding Note shall have the power to authorize any modifications to this Resolution affecting the outstanding Note proposed by the City other than as permitted above; provided that without the consent of the Holder of the Note affected thereby, no modifications shall be made which will (a) extend the time of payment of principal of, or interest on, the Note or reduce the principal amount thereof or the rate of interest thereon or any alteration of prepayment provisions; (b) give to the Note any preference over any other note or bond secured equally and ratably therewith; (c) deprive the Noteholders of the security afforded by this Resolution, or (d) reduce the percentage in principal amount of the Note required to authorize any modification to the Resolution.

Section 14 Application of Proceeds; Sale of Note

Proceeds derived from the sale of the Note together with other monies available therefor shall be used to pay the costs of issuance and other expenses of the City relating to the issuance of the Note and thereafter any remaining funds to be deposited in the Proceeds Fund and shall be used for the purposes specified in Section 2 of this Resolution and otherwise used in accordance with the provisions of this Resolution or an opinion of Bond Counsel. Interest accruing on the principal of the Proceeds Fund and any profit realized from it may be transferred to the Note Fund to be applied to the payment of interest on the Note.

Section 15 No Arbitrage Covenant and Covenants and Designations as to the Code

The City hereby covenants that it will not use or invest, or permit the use or investment of any proceeds of the Note, in a manner that would cause the Note to be subjected to treatment under Section 148 of the Code and the regulations adopted thereunder as an “arbitrage bond,” and to that end the City shall comply with applicable regulations adopted under said Section 148 of the Code.

The City covenants to comply with the Code provisions requiring that any issuance of “governmental bonds,” as defined therein, be subject to certain requirements as to rebate and timing and type of payments to be paid for from the proceeds of such notes or bonds, as well as other additional requirements. In order to assure compliance with such Code provisions, the City has entered into a Compliance Certificate, to comply with such requirements and covenants therein that it will not breach the terms thereof.

Section 16 Further Actions Authorized

The Mayor and Clerk of Council and the City Manager, City Treasurer, and all other officers, employees and agents of the City are hereby authorized and directed to take any and all such further action and to modify such documents and terms relating to the issuance of the Note, including but not limited to the terms of payment, amounts, dates, redemption dates and terms, as shall be deemed necessary, appropriate or desirable in order to effectuate delivery of, and payment for, the Note all in accordance with the Resolution. The signature of such officers on such documents or certificates shall be conclusive evidence of such determination.

Furthermore, terms and provisions of the Note may be subsequently modified by a resolution of the Council as may be deemed necessary, appropriate or desirable without modifying this Resolution and without further public hearing.

Section 17 Invalidity of Sections

If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining portions of this Resolution.

Section 18 Headings of Sections, Table of Contents

The headings of the sections of this Resolution and the Table of Contents appended hereto or to copies hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of such sections of this Resolution.

Section 19 Effectiveness and Filing of Resolution

The Council hereby declares that this Resolution shall become effective upon its passage as provided for in the Act. A certified copy of this Resolution shall be filed by the City Clerk with the Clerk of the Circuit Court of the City. The filing of this Resolution with the Clerk of the Circuit Court of the City shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The Members of the Council voted as follows:

Ayes

Nays

None

Absent

None

Abstentions

Adopted this 21st day of October, 2025.

The undersigned Clerk of Council of the City of Petersburg, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on October 21, 2025, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing resolution, a quorum was present and action was taken in an open meeting.

Dated this _____ day of October, 2025.

Clerk of Council
City of Petersburg, Virginia

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: March Altman, Jr.

RE: **First Read and to Schedule a Public Hearing to Consider an Amendment and Re-Adopt Section 114-136 and Section 114-236 of the City Code Increasing the Public Utility Rates for Water and Sewer Commodity and Capacity Charges**

PURPOSE: Amendment of Section 114-136 and Section 114-236 of the City Code increasing water and sewer rates.

REASON: An equitable and uniform increase of utility rates to generate the necessary revenue to support the City's water and sewer system capital requirements.

RECOMMENDATION: Approve the proposed amendment increasing the utility rates for water and sewer effective January 1, 2026.

BACKGROUND: At the June 3, 2025 City Council meeting, Davenport and Company introduced a multi-year plan of finance to support utility improvements supported by equitable and uniform increased utility rates allowing for capital utility improvements. At the City Council Retreat, August 11, 2025, Davenport presented the proposed plan for City Council discussion. Council discussed the proposal with staff and Davenport. At the conclusion of the discussion, Council directed Staff to bring the proposed plan along with the support utility rate increase to Council for discussion. At the September 2, 2025 City Council Worksession, JMT presented a water/wastewater improvement program that highlighted short- and long-term list of necessary water and sewer upgrade projects with an estimated cost of over \$1 billion. At the September 16, 2025 City Council meeting, Davenport presented the plan of finance and next steps for City Council consideration. Council directed staff to move forward with scheduling necessary public hearings for both the capital and utility finance plans. The public hearings on the plans for finance and utility rate increases are scheduled for October 21, 2025. The new rates and capacity charges will be effective January 1, 2026.

On May 7, 2019 City Council approved a 12.2% increase in water and sewer rate for FY20 with the intent of approving 12.2% increases in FY21, FY22 and a 4.95% increase in FY23. The planned increases in FY21, FY22 and FY23 were not implemented. Not moving forward with the implementation of the additional rate increases resulted in a shortfall in adequate funding to support the replacement and upgrade of the City aging water and sewer systems.

COST TO CITY: N/A

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Department of Public Works; Finance/Billing & Collections

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: July 26, 2023 – Resolution Authorizing the Issuance and Sale of General Obligation Bonds

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Ordinance and Presentation to Amend Utility Rates - City Council Packet

2025 - ORD - 076

AN ORDINANCE TO AMEND AND RE-ADOPT SECTION 114-136 AND SECTION 114-236 OF THE CITY CODE, AS AMENED, TO INCREASE THE PUBLIC UTILITY RATES FOR WATER AND SEWER COMMODITY AND CAPACITY CHARGES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PETERSBURG that Section 114-136, Service fee and rates inside city limits, Division 4, Services Charges, Article II, Water Supply, and 114-236, Imposed; amount generally, Division 3, Services Charges, of Article III, Sewage Disposal, of Chapter 114, Utilities, of the City Code of the City of Petersburg be amended and re-adopted as follows:

**CHAPTER 114 – UTILITIES
ARTICLE II – WATER SUPPLY
DIVISION 4 – SERVICE CHARGES**

Sec. 114-136. Service fee and rates inside city limits.

- (a) A non-refundable application fee of \$25.00 shall be included on the bill issued during the customer's first billing cycle. Such fee shall also be paid for any transfer of accounts from one customer to another or from one location to another.
- (b) The monthly rates for water furnished by the city to customers within the city limits shall be based on hundred cubic feet (cf) of usage, plus capacity fee, outlined below:
 - (1) For the first 300 cubic feet, per 100 cubic feet ~~\$0.597~~ ~~\$-.670~~ **\$0.734**
 - (2) From 301 cubic feet through 12,500 cubic feet, per 100 cubic feet ~~2.527~~ ~~\$2.835~~ **\$3.105**
 - (3) All over 12,500 cubic feet, per 100 cubic feet ~~1.621~~ ~~\$1.819~~ **\$1.992**
- (c)

No. of Gallons	\$/Gallon Volume Water	\$/Gallon Waste Water
0 through 2,224 <u>2,244</u> Gallons	\$.000895 <u>\$.000981</u>	\$.002003 <u>\$.002193</u>
> 2,224 <u>2,244</u> ≤ 93,500 Gallons	\$.003790 <u>\$.004151</u>	\$.008612 <u>\$.009431</u>
> 93,500 Gallons	\$.002431 <u>\$.002663</u>	\$.005502 <u>\$.006025</u>

The monthly capacity fee for water furnished within the city limits shall be based upon the following meter sizes:

Meter Size (inches)	Monthly Water Capacity Fee
5/8"	\$ 9.92 <u>\$10.86</u>
1"	24.82 <u>\$27.17</u>
1½"	43.39 <u>\$47.50</u>

2"	79.30 \$86.81
3"	158.58 \$173.61
4"	247.80 \$271.28
6"	495.65 \$542.62
8"	991.31 \$1,085.24
10"	1,536.31 \$1,681.89
12"	1,767.02 \$1,934.46

ARTICLE III – SEWAGE DISPOSAL

DIVISION 3 – SERVICE CHARGES

Sec. 114-236. Imposed; amount generally.

(a) *Inside-city fees.* The monthly commodity charge for sanitary sewer service furnished by the city to customers within the city limits shall be as follows:

- (1) For the first 300 cubic feet, per 100 cubic feet ~~\$1,335.00~~ ~~\$1,498~~ \$1,640
- (2) From 301 cubic feet thru 12,500 cubic feet, per 100 cubic feet ~~\$5,742.00~~ ~~\$6,443~~ \$7,055
- (3) All over 12,500 cubic feet, per 100 cubic feet ~~\$3,668.00~~ ~~\$4,115~~ \$4,506

The monthly capacity fee for sanitary sewer service furnished within the city limits shall be based upon the following meter sizes:

Meter Size (inches)	Monthly Sewer Capacity Fee
5/8"	\$ 22.50 <u>\$24.64</u>
1"	56.22 <u>\$61.57</u>
1½"	98.44 <u>\$107.80</u>
2"	179.87 <u>\$196.98</u>
3"	365.04 <u>\$399.76</u>
4"	562.13 <u>\$615.59</u>
6"	1,124.26 <u>\$1,231.19</u>
8"	2,248.52 <u>\$2,462.39</u>
10"	3,485.20 <u>\$3,816.68</u>
12"	3,934.37 <u>\$4,308.57</u>

(b) *Outside-city fees.* The charges for city sewage treatment supplied to customers outside the corporate limits of the city shall be provided for by special contract, or the monthly rates shall be twice the monthly sewer commodity charges and capacity fees for inside-city customers, according to the schedule of rates provided in subsection (a) above.

Where more than one property or dwelling unit is served through a sewer lateral, the sewer bill shall be calculated from the consumption reading of the water meter and determined

based on the average individual property or dwelling unit consumption, multiplied by the total number of served properties or dwelling units.

- (c) *Stormwater sewer charge.* If a person whose property or building has stormwater connections is granted, in writing, an exception from removing such stormwater connections as provided in section 114-216, the person shall be charged a yearly stormwater sewer charge for the treatment of that stormwater. The amount of such charge shall be calculated by multiplying the amount of annual stormwater discharged into the city sewers by the percent determined by dividing the person's yearly sewer bill by that person's yearly water consumption.
- (d) *Effective date.* The fees established by 2025-ORD-076 become effective on January 1, 2026

This ordinance shall become effective upon the date of its adoption by the City Council. In all other respects said zoning ordinance shall remain unchanged and be in full force and effect.

DRAFT



Plan of Finance Overview and Next Steps



September 16, 2025

Member NYSE | FINRA | SIPC



Background | General Fund

- At the June 17th City Council meeting and on August 11th at the City Council Advance, Davenport presented and discussed a Multi-Year Strategic Plan of Finance for General Fund Capital Needs.
- As a part of the development of the Plan of Finance, the City identified approximately \$250 million of General Fund Capital Needs to be funded from a combination of One-Time Payments from The Cordish Companies and long-term G.O. bonds.
- Subsequent to the June 17th meeting, the City identified three (3) projects requiring funding in the near-term totaling approximately \$10-12 million, including \$4 million for vehicles and \$5-6 million for the balance of a sports facility commitment.
- Davenport recommended that the City move forward in Fall 2025 with a \$30 million Line of Credit or Bond Anticipation Note on an interim basis (the “General Fund Interim Financing”) to fund these near-term projects and provide financial flexibility.

Background | Utility Enterprise Fund



- On August 11th at the City Council Advance, Davenport presented and discussed the Comprehensive Rate Study prepared with the City’s Rate Consultant (Jacobs) and Engineering Consultant (JMT) to identify a financially sustainable approach for addressing approximately \$190 million of Utility Capital Needs over the next five (5) years.
 - Jacobs and Davenport will be presenting the Comprehensive Rate Study recommendations and a proposed Rate Plan to City Council at its work session on October 7th.
- The projections developed in conjunction with the Comprehensive Rate Study assumed that approximately \$110 million of the Utility Capital Needs would be funded from long-term debt.
 - The remaining \$80 million is anticipated to be funded from grants, prior bond proceeds, and low-interest state revolving fund loans, including a \$19-20 million DEQ loan that the City is in the process of finalizing.
- Davenport recommended that the City move forward in Fall 2025 with a \$40 million Line of Credit or Bond Anticipation Note on an interim basis (the “Utility Interim Financing”) to kick-start investment in the system.



Fall 2025 Interim Financings

- Both the General Fund and Utility Interim Financings that Davenport recommends moving forward with in Fall 2025 are anticipated to be secured by the City's General Obligation Pledge.
- Given the similar nature of these two (2) Interim Financings, Davenport will work with the City to implement these funding sources through a single, streamlined Bank Request for Proposals (RFP) process.
- Utilization of the Interim Financing approach for these General Fund and Utility Capital Needs provides the following benefits:
 - Allowing for prepayment within one (1) year or even sooner.
 - Providing the City with the most cost effective and flexible method of funding.
 - Continuing to earn interest on the City's fund balances.

Next Steps / Schedule



Timing		Action
September 16 th	City Council Meeting	<ul style="list-style-type: none"> Davenport presents overview and timetable for the Interim Financings. City Council directs City Staff/Davenport to move forward with the Plan of Finance. City Council considers adoption of a reimbursement resolution.
Balance of September/ Early October	Davenport conducts Bank RFP Process.	<ul style="list-style-type: none"> City Staff and Davenport review proposals and develop recommendation. Notices of Public Hearing published for October 21st meeting.
October 7 th	City Council Work Session	<ul style="list-style-type: none"> Davenport and Jacobs present Comprehensive Rate Study recommendations and proposed Rate Plan.
October 21 st	City Council Meeting	<ul style="list-style-type: none"> City Council holds Public Hearings on Interim Financings and Rate Plan. City Council considers selecting the preferred lender, adopting financing resolution(s), and implementing the Rate Plan.
Balance of October/ Early November	Working Group coordinates to finalize numbers and documents.	
By Mid-November	Close on the Interim Financings; funds available to City.	



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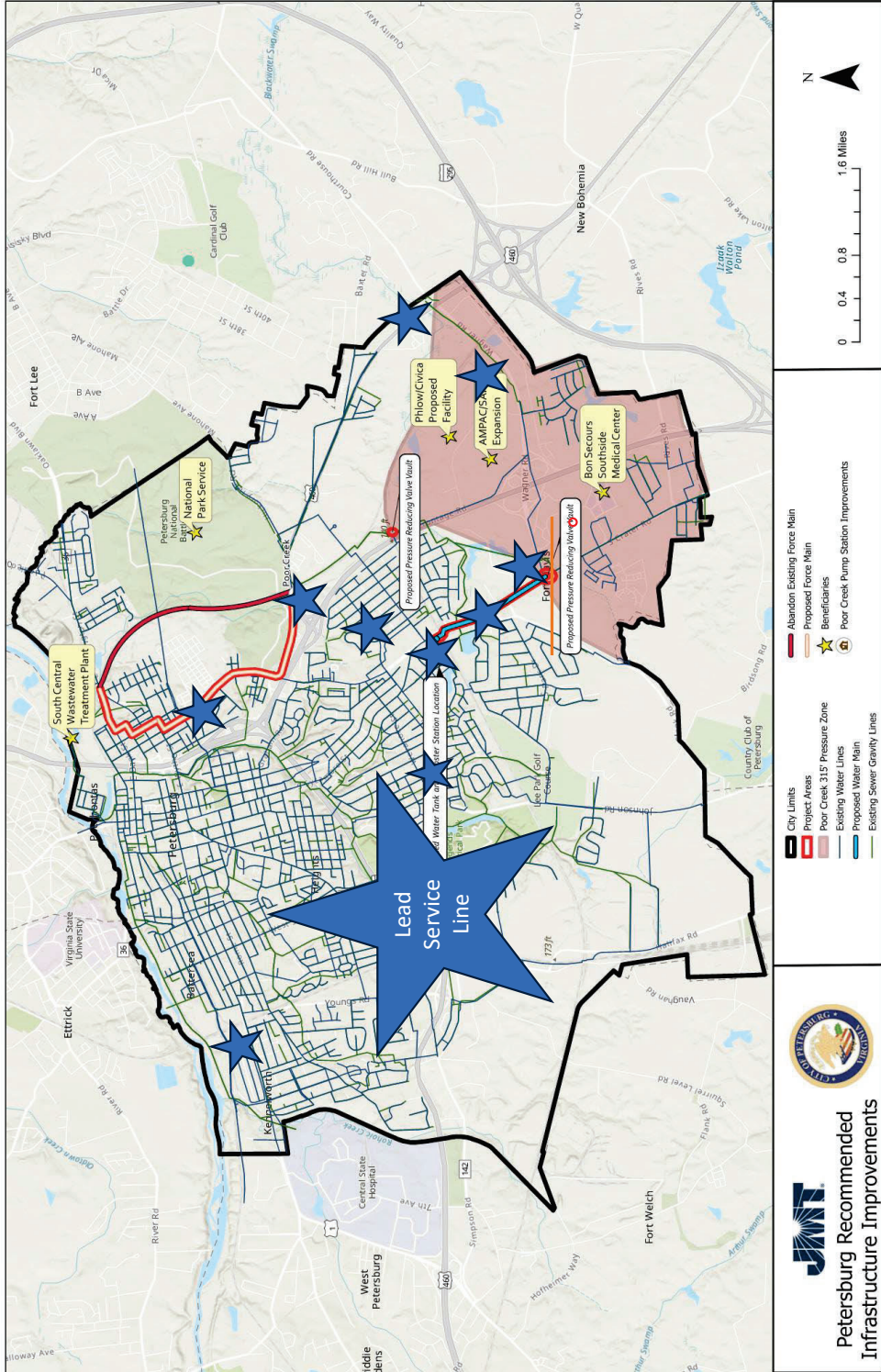
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Petersburg Water/Wastewater Improvements Program Review

September 02, 2025



Water/Wastewater Projects Under Construction, Design, or Planned

- ★ Poor Creek Wastewater Pump Station
- ★ Poor Creek Force Main
- ★ New Walnut Booster Station and Watermain
- ★ New 2.0-Million-Gal Water Tank
- ★ New Pressure Control Valves
- ★ Wagner Road Watermain
- ★ Locks Watermain Phase I
- ★ Locks Watermain Phase II
- ★ Locks Booster Station Rehab
- ★ Mt Vernon Booster Station Rehab
- ★ Mt Vernon Water Tank Replacement
- ★ Lead Service Line Replacement
- ★ PG Water System Interconnect
- ★ Animal Shelter Water & Wastewater Extension

On-going Water and Wastewater Infrastructure Improvements

Poor Creek Force Main Replacement

- Built in 1954
- Limited capacity due to weak points identified

Poor Creek Pump Station Upgrades

- Built in 1954, rehabilitated in 2010
- Continued deterioration, increase maintenance costs

Completion – 2026

\$32M (Grant Funded)



On-going Water Infrastructure Improvements

- New 16" Water Main, Control Valves & Booster Pumping Station - Poor Creek**
- New 2.0MG Water Storage Tank - Poor Creek**
- Meet drinking water demands, including fire flow
 - Address low-pressure issues in medical corridor
 - Support pharmaceutical campus and other development

Completion – 2025
\$17.2M (Grant Funded)



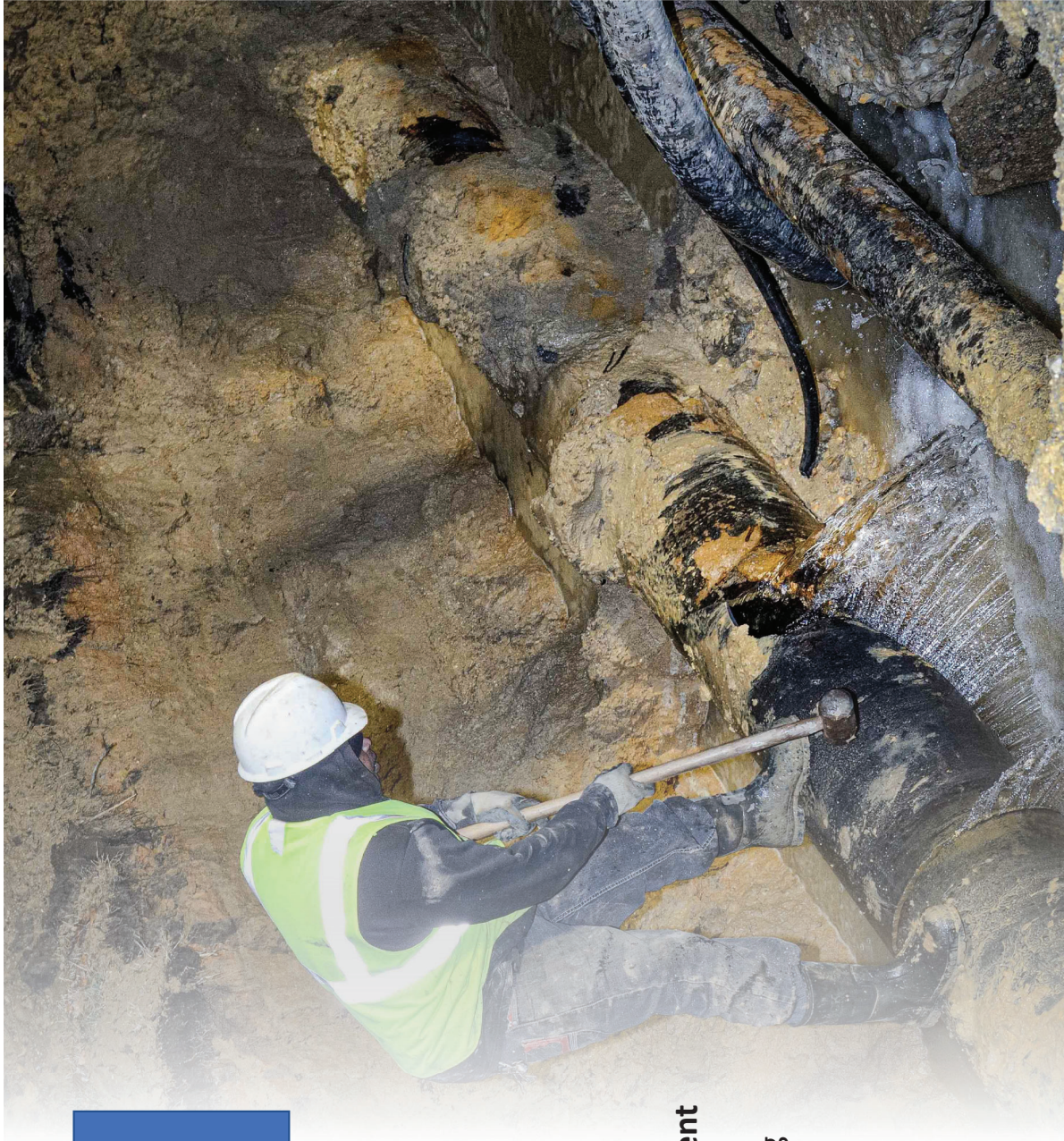
On-going Water and Wastewater Infrastructure Improvements

Locks Water Main Replacement Phase I

- 80-year-old 20" asbestos cement water main
 - City's Main Water Supply Line
 - Significant & costly breaks
- \$4.6M (Grant Funded)**

Lead Service Line Inventory and Replacement

- Replacing lead water lines
 - Initial inventory submitted and prepping for Phase 1 replacement
 - 2nd Grant submitted
- \$3.4M (Grant Funded)**



On-going Water and Wastewater Infrastructure Improvements

Locks Water Main Replacement Phase II & III – Planning

- Replace remaining asbestos water main pipes

\$25M Construction

Locks Booster Station Improvements

- Delivers water to 2nd and 3rd water pressure zones
- Equipment is past its useful life and 3rd pump needed

\$4M



On-going Water and Wastewater Infrastructure Improvements

Mt. Vernon Tank Replacement

- Constructed in 1968
- Inspected in 2024, identifying major structural deterioration requiring replacement

\$6M

Mt. Vernon Booster Station

- Constructed in 1968
- Needed to keep up with current water demands and for redundant supply of new water pressure zone 3

\$2M



On-going Water and Wastewater Infrastructure Improvements

Wagner Road Water Main Extension

- Supports new water pressure zone 3 for new development, Pharma Campus, Hospital, and Residential

\$7M

PG Interconnect

- Will serve as an emergency water interconnect
- Needed by hospital, Pharma Campus, and the Casino

\$750k



Future Water and Wastewater Infrastructure Improvements



Water and Sewer Extension for Animal Shelter

- Extend utilities to new animal shelter
- \$2M**

South Crater Road Interceptor Rehab

- Supports New Development
 - System beyond capacity
- \$3M**

Poor Creek Accelerated Sewer Rehabilitation

- Rehabilitate 55-year-old sewer to increase available capacity and prevent overflows
- \$7M**

Additional Water and Wastewater Funding Needs

- Replacing old pipes throughout City
- New Main Pump Station (Pocahontas Island)
- Additional Poor Creek upgrades
- Industrial Meters
- Infiltration & Reduction
- Generators
- Manhole Inserts
- Rehabilitation & Replacement – 4 Water Tanks
- Locks Watermain – Phases II & III
- Bank Street Pump Station
- More

\$1B





Summary of the 2024-2025 Rate Study

Rate Study Prepared by Jacobs with the
Assistance of Davenport & Company LLC



April 2025



Background

- In Fall 2024, the City of Petersburg (the “City”) formally engaged Jacobs and Davenport & Company LLC (“Davenport”) to perform the 2024-2025 Water and Sewer Rate Study Update (the “Rate Study”).
 - Davenport, as Financial Advisor to the City, worked with City Staff in developing the pro-forma financial projections that are used as the basis of the Rate Study.
 - Jacobs reviewed billing and collections data, City records, and audited financial statements to inform the estimated impacts to rates and charges.
- The Rate Study is the fourth in a series of rate studies undertaken by the City since 2017 as a part of its return to fiscal health.
- Undertaking the Rate Study is a ‘Best Practice’ that has historically provided City Council and Staff with information necessary to make informed decisions in maintaining the City’s Utility System in good order and ensuring its finances remain self-supporting (i.e., not reliant on the General Fund for financial support).

Goals & Objectives of the 2024-2025 Rate Study

1. Incorporate the most recent data and information related to operations (i.e., billings and collections).
2. Provide City Council and Staff with current analytics on which to base rate setting and operating decisions to continue to strengthen and maintain the Utility System as a self-supporting entity.
3. Enable the City to structure operations such that the users of the Utility System pay for the services provided.
4. Provide the basis for a multi-year Plan of Finance and strategy to finance vital essential capital needs of the Utility System identified by City Staff and engineering consultants.



Scenarios Analyzed



- A number of scenarios were evaluated by Jacobs and Davenport with four (4) scenarios being included in the final Rate Study.
- The scenarios included in the Rate Study differ in certain key variables that impact the resulting required increases to rates and charges:
 - **Scenario 1** (the “Base Case”) – issues debt as needed over the five-year timeframe and includes a Payment In Lieu of Taxes (“PILOT”) to the General Fund (which totals \$867,000 in the FY 2025 Adopted Budget).
 - **Scenario 2** – makes no changes to the debt assumptions in the Base Case but eliminates the PILOT payment, which the General Fund is not relying upon for structural balance.
 - **Scenario 3** – introduces the use of interim financing in the form of a three-year Bond Anticipation Note (“BAN”) followed by a permanent bond issuance.
 - **Scenario 4** – same PILOT and debt assumptions as Scenario 3 with improved collection rates in the multi-family housing category.

Key Assumptions Built into the Rate Study *(continued)*

Growth Assumptions and Key Financial Metrics



- Natural growth in Operating Revenues of 1.0% per year over the FY 2025 Adopted Budget before any increases to rates and charges.
 - Collection rates vary by customer category and average to approximately 85%.
- Inflationary growth in Operating Expenses of 3.5% per year over the FY 2025 Adopted Budget.
 - Amounts paid to Appomattox River Water Authority (“ARWA”) and South Central Wastewater Authority (“SCWWA”) are based on each entity’s FY 2025 Adopted Budget and projected expenses included therein.
 - In Scenarios 2 through 4, the PILOT payment to the General Fund is assumed to be eliminated in FY 2026 and beyond.
- Key Financial Targets informing the calculated increases to rates and charges:
 - Minimum Debt Service Coverage Ratio of 1.20x.
 - Minimum Days Cash on Hand of 365 days (100% of Operating Expenses).

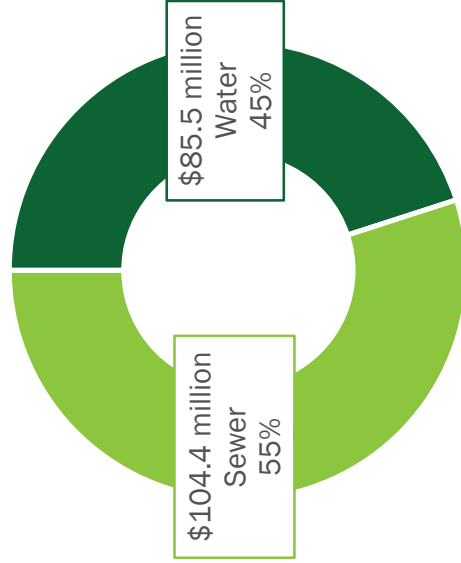


Key Assumptions Built into the Rate Study

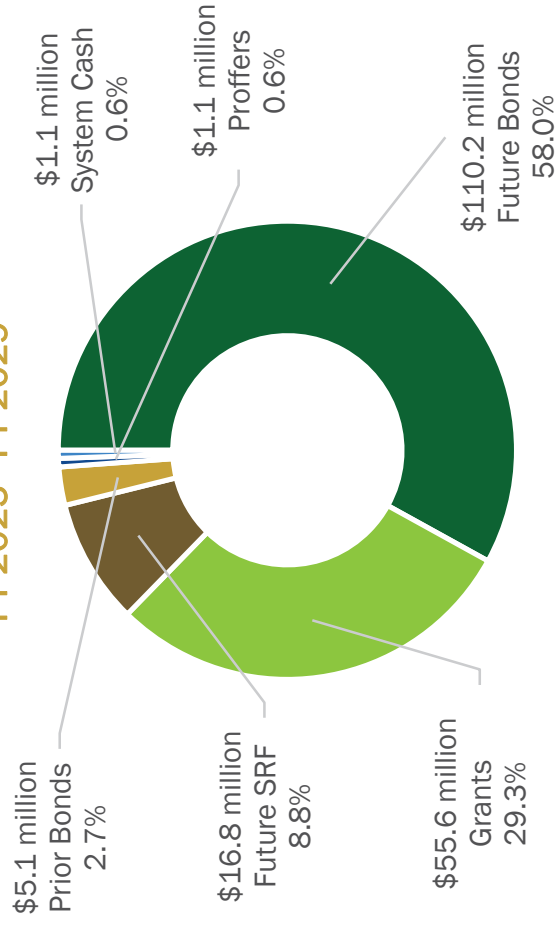
Capital Projects and Funding Sources

- Based on discussions with City Staff and engineering consultants, approximately \$189.9 million of capital projects is assumed for FY 2025 through FY 2029.
- The City has successfully funded a majority of capital projects in recent years through grants.
 - As investment in the System continues in future years, the City will continue to pursue grants that may reduce the identified Future Bonds below.

Capital Projects
FY 2025 - FY 2029



Funding Sources
FY 2025 - FY 2029



Rate Impact Estimates



- Based on Jacobs’ and Davenport’s review of the scenarios, Scenario 3 is the recommended scenario.
 - To the extent that collections can be improved, the estimated increases to rates and charges could be reduced in future years (as shown in Scenario 4).

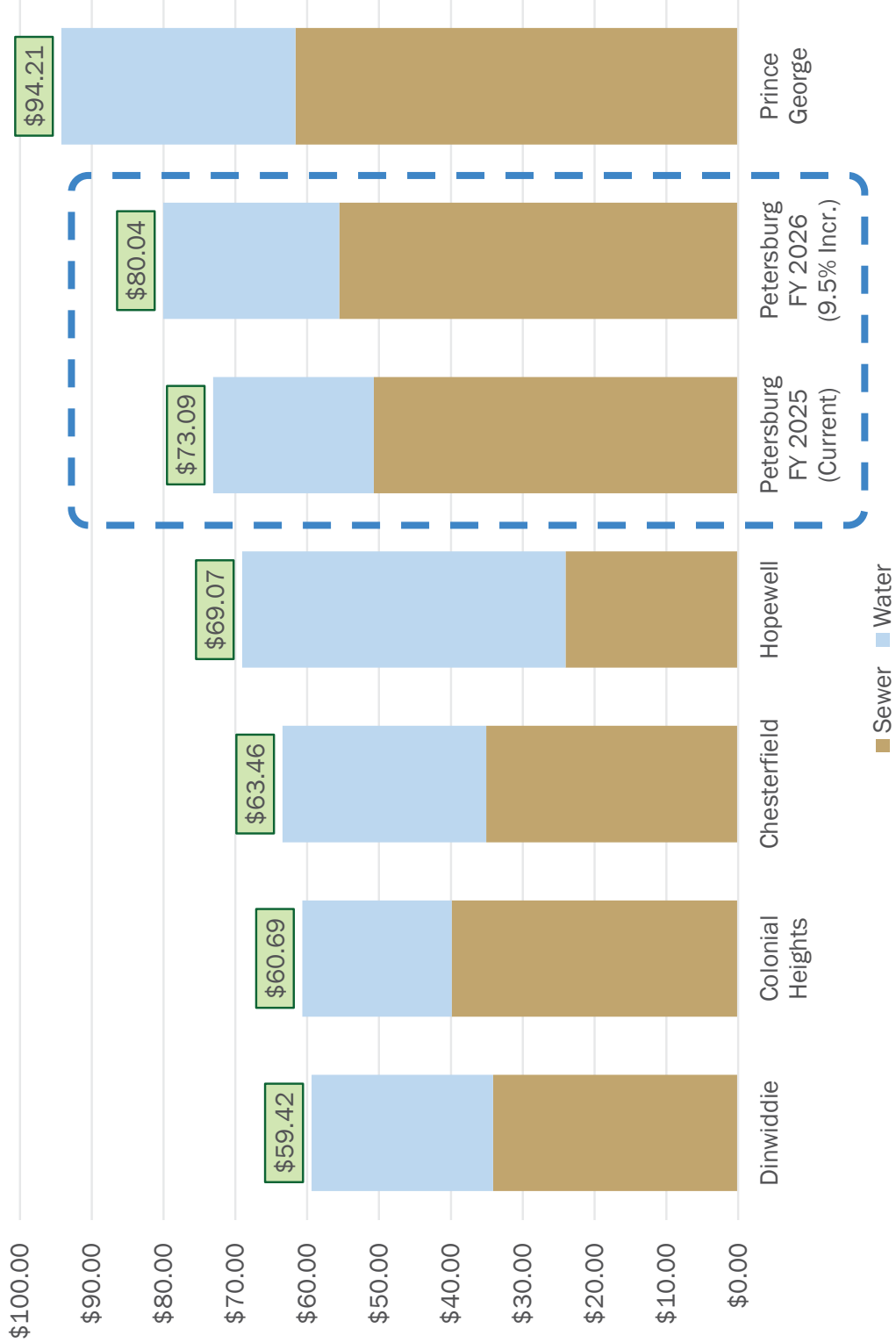
Estimated Results (By FY)		2025	2026	2027	2028	2029	2030
1	Scenario 1: Base Case						
2	Rate Increase	0.00%	12.50%	1.50%	12.50%	7.75%	7.75%
3	Average Monthly Bill ⁽¹⁾	\$73.09	\$82.23	\$92.51	\$104.09	\$112.15	\$120.84
4	Scenario 2: Base Case Without PILOT						
5	Rate Increase	0.00%	11.00%	11.00%	11.00%	8.00%	8.00%
6	Average Monthly Bill ⁽¹⁾	\$73.09	\$81.14	\$90.06	\$99.96	\$107.96	\$116.60
7	Scenario 3: Interim Financing Without PILOT						
8	Rate Increase	0.00%	9.50%	9.50%	9.50%	8.75%	6.00%
9	Average Monthly Bill ⁽¹⁾	\$73.09	\$80.04	\$87.64	\$95.96	\$104.36	\$110.62
10	Scenario 4: Increased Collections (to 90%)						
11	Rate Increase	0.00%	8.00%	8.00%	8.00%	8.00%	6.00%
12	Average Monthly Bill ⁽¹⁾	\$73.09	\$78.94	\$85.25	\$92.60	\$100.11	\$106.12
13							

(1) Based on monthly usage of 5,000 gallons, which is representative of approximately 80% of all accounts.



Water and Sewer Bill Comparison

Average Monthly Bill
Assuming 5,000 Gallons and 5/8" Meter





Conclusions

- Based on analysis of information provided by staff and audited financial statements:
 - The estimated expected value of Water and Sewer rate revenues is approximately \$17.3 million if the collection rate were 100%.
 - The aggregate collection rate is estimated to approximate 85%.
 - Continuation of PILOT payments is not recommended, allowing Utility Fund resources to be used for needed investments in capital infrastructure.
- Significant capital infrastructure investment has been identified in response to deferred maintenance and recent economic development.
- Utilizing an interim financing followed by permanent bond issuances would provide the lowest impact to rate increases compared to other scenarios.
- Improving the bill collection rate could mitigate the rate impacts by as much as 1.5% per year over the next three years and 5% in total over the five-year projection period.

Recommendations



- Implement Scenario 3, beginning with a 9.5% increase to rates and charges in FY 2026.
- Pursue an approximately \$40 million Bond Anticipation Note in Summer 2025 to jump-start non-grant-funded capital needs.
- Adopt a five-year Rate Plan that evaluates rates and charges annually, especially with continued economic development that may require investment in capital infrastructure.
- Continue to monitor collection rates to help improve revenue recognition and financial performance.
- Implement improvements to the billing system, procedures and processes for addressing unpaid bills, and meter monitoring.

Recommendations (Continued)



- Consider a review of financial policies regarding accounts receivables and bad debt expense.
- Potentially implement options for addressing accounts receivable, including:
 - Turning accounts over to a collection agency; or
 - Implementing customer assistance program(s), such as bill discounts, assistance with water audits, and in-home appliance repairs.
- Consider revising how water and sewer revenues are reported in the audited financial statements to better align to the City’s rate structure (rate codes) for improved monitoring of collections.



Appendix

Water and Sewer Rate Study Update 2024 - 2025

DRAFT REPORT

Water and Sewer Rate Study Update 2024 - 2025

Prepared for

City of Petersburg, VA

April 2025

JACOBS®

1851 Alexander Bell Drive
Suite 100
Reston, VA 20191

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Acronyms and Abbreviations

ACFR	Annual Comprehensive Financial Report
ARWA	Appomattox River Water Authority
AWWA	American Water Works Association
BAN	Bond Anticipation Note
CCF	Hundred Cubic Feet
CIP	Capital Improvement Plan
DEQ	Department of Environmental Quality
DSCR	Debt Service Coverage Ratio
FY	Fiscal Year
GO	General Obligation
Kgal	Thousands of Gallons
LQI	Lowest Quintile Income
MGD	Million Gallons per Day
MHI	Median Household Income
NACWA	National Association of Clean Water Agencies
PILOT	Payment in lieu of taxes
SCWWA	South Central Wastewater Authority
USCM	United States Council of Mayors
US EPA	United States Environmental Protection Agency
VRA	Virginia Resource Authority
WEF	Water Environment Federation

Executive Summary

Overview

Jacobs and the City's Financial Advisor, Davenport & Company, LLC, were tasked with analyzing the impact of the City of Petersburg's (the "City") utility enterprise fund operations and capital needs on rates and charges. Jacobs and Davenport evaluated four scenarios, as outlined below.

Scenario 1 considers issuing long-term debt each year for that respective year's capital projects and assumes that the utility enterprise fund will continue in future years to make an approximately \$867,000 PILOT payment to the General Fund, consistent with the FY 2025 Adopted Budget.

Scenario 2 makes no changes to the debt assumptions, but no PILOT is assumed in FY 2026 and beyond. Based on evaluation of audited FY 2024 financial information, the General Fund is not relying on the PILOT payment to maintain a structurally balanced budget, and eliminating the payment allows for reduced strain on the utility enterprise fund's rates and charges.

Scenario 3 also includes no PILOT payment in FY 2026 and beyond and introduces the use of interim financing in the form of a 3-year BAN followed by a permanent bond issuance, which would reduce the impact of debt service on the utility enterprise fund's rates and charges in the initial years of the projection.

Scenario 4 was also analyzed to provide perspective to the City on the effect of improved collection rates on the anticipated rate increases required in Scenario 3.

Based on Jacobs' and Davenport's review of the above scenarios, Scenario 3 is the recommended scenario for the City to move forward with in preparing the FY 2026 Budget. Scenario 3 results in the lowest 5-year forecasted rates and charges without material changes in collection rates.

Financial Performance Summary

Figure ES-1 summarizes total revenues and expenditures for Scenario 3. This scenario is conservative, and it is possible that financial performance could improve if assuming a higher bill collection rate. Figure ES-2 summarizes the debt service coverage ratio for Scenario 3, which is targeted at a minimum of 1.20x in future years. Figure ES-3 summarizes the days cash reserves on hand for Scenario 3, which is targeted at a minimum of 365 days in future years. As shown in these figures, the projections for the key financial metrics are at or above their targeted minimums in all future years.

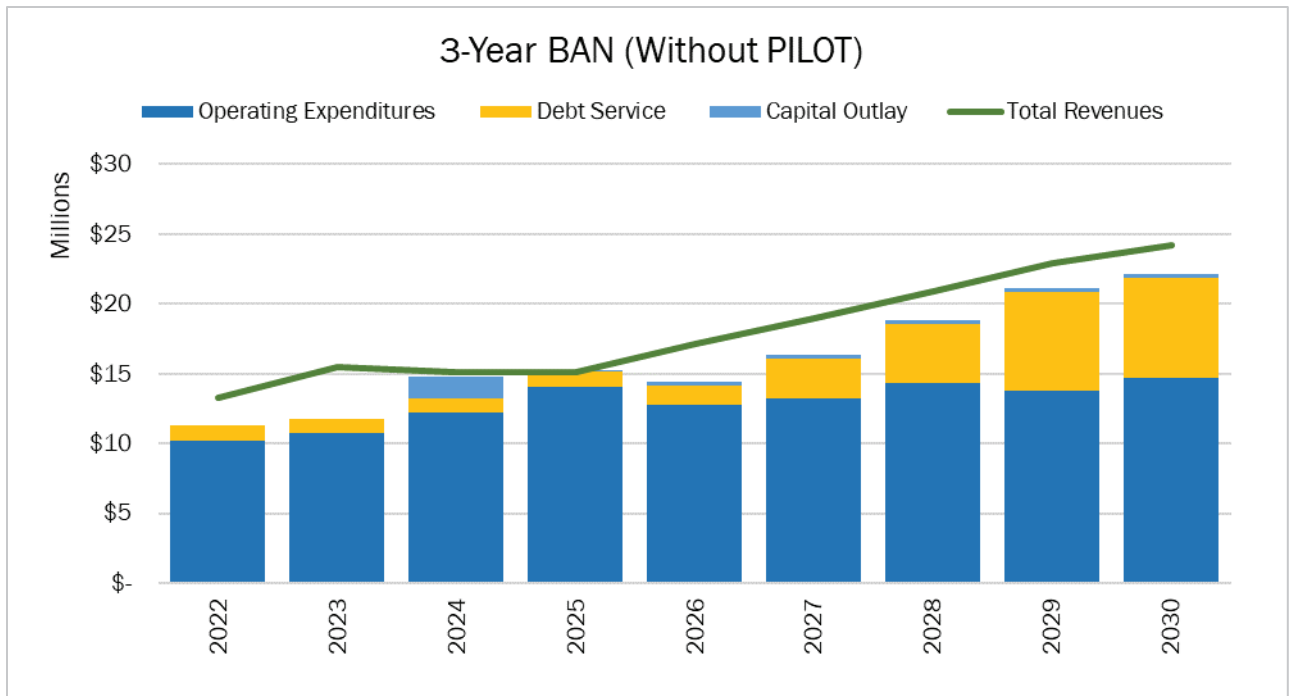


Figure ES-1. Historical and Projected Revenues, Expenses, and Debt Service

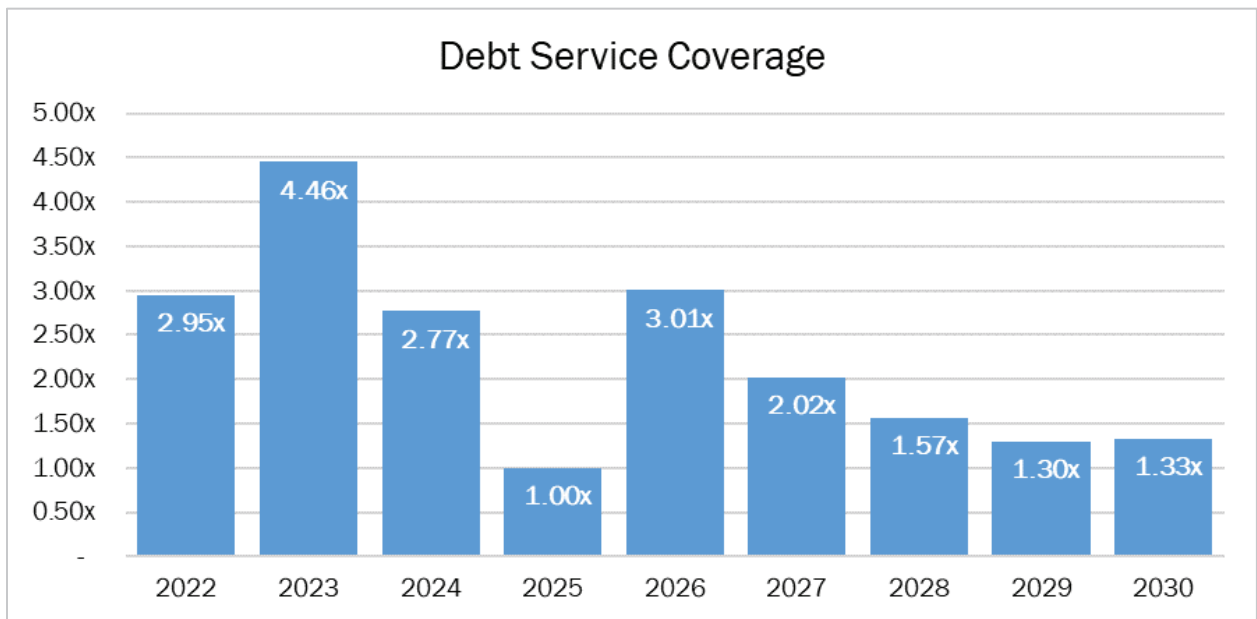


Figure ES-2. Historical and Projected Debt Service Coverage Ratio

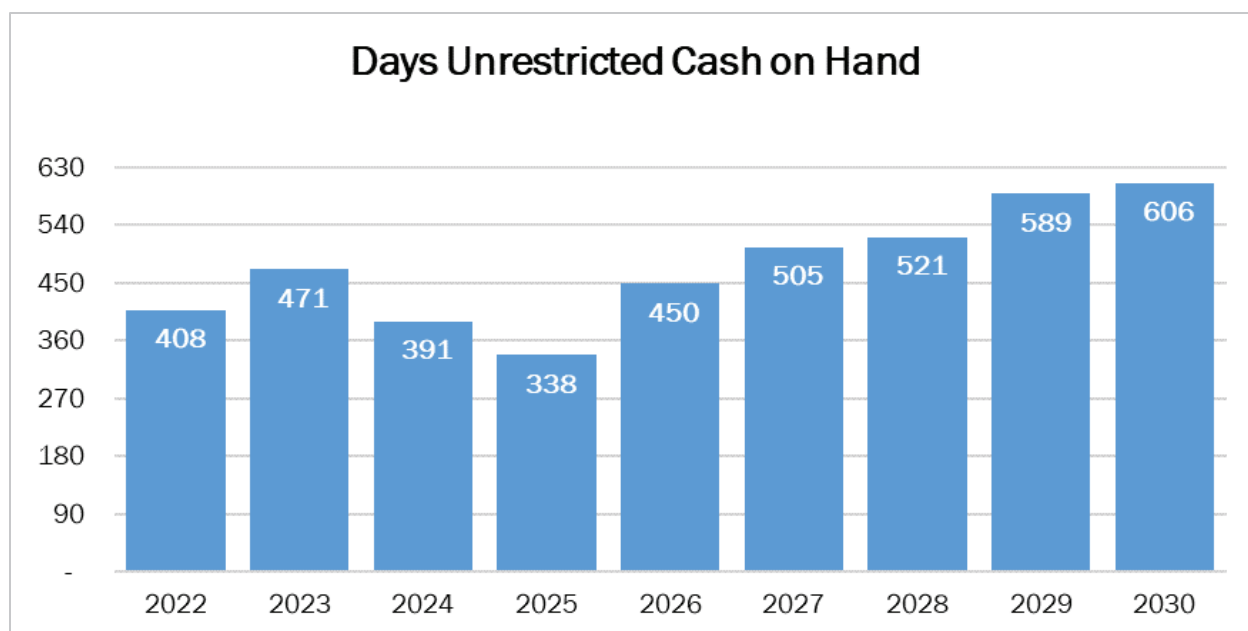


Figure ES-3. Historical and Projected Days Reserves on Hand

Recent Operational Developments

Based on discussions with City staff and review of information provided to Jacobs and Davenport by the City, the bullet points below identify recent developments related to the City's utility enterprise funds.

- Economic development that is occurring requires investment in capital infrastructure. If there are specific commercial or industrial customers served by capital projects, the City may want to consider cost allocations to those customers.
- The City has received grant funding for several capital projects.
- The last water and sewer rate increase went into effect July 1, 2019.
- During 2020, the City implemented a policy that prevented water shut offs for non-payment. This policy was rescinded in 2023.
- Systemwide, the water and sewer collection rates are reported to be approximately 85%. Based on input from City staff, there are some multifamily accounts that influence the collection rate for the residential customer class. The collection rates for commercial and industrial accounts are estimated to be between 90% - 95%.

Rate Study Conclusions

Based on the results of the Rate Study, concluding remarks are as follows:

- Based on customer and usage information provided by City staff, the estimated expected value of water and sewer rate revenues for FY 2025 is approximately \$17.3 million if the collection rate were 100%.
- Based on billing and collection data provided by City staff, the aggregate collection rate is estimated to approximate 85%. The collection rate by customer types varies. The collection rates for commercial and industrial accounts are approximately 90%. The residential customer type, as a group, is lower at approximately 80% and is attributed to multifamily master meter accounts. Improving the bill collections can help mitigate the need for higher rate increases.
- Water and Sewer Fund accounts receivable and allowance of uncollectibles have increased year over year.
- Based on evaluation of audited FY 2024 financial information prepared by the City, continuation of PILOT payments is not recommended, and water and sewer utility resources can be used for capital infrastructure investments.
- The Water and Sewer CIP identifies significant capital infrastructure investment in response to deferred maintenance and recent economic development. To help fund the capital requirements, the Pro forma analysis evaluated several debt financing options.
- Based on the funding options considered, issuing a 3-year BAN followed by permanent GO Bond issuances would provide the least amount of impact to rate increases compared to the other scenarios. While the rate increases are moderate, improving the bill collection rate could mitigate the rate impacts by as much as 1.5% per year over the next three years and 5% in total over the five-year projection period.

Rate Study Recommendations

Based on the rate study presented herein, recommendations to the City are as follows:

- Continue to evaluate the water and sewer rates annually, especially with continued economic development that requires investment in capital infrastructure to be documented in the 5-year CIP.
- Continue to monitor the collection rates to help improve revenue recognition and improve financial performance. Consider reporting multifamily billings separate from single family residential billings.
- Consider review of financial policies regarding accounts receivables and bad debt expense. Based on the FY 2024 ACFR, the water and sewer fund has approximately \$5.4 million in accounts receivable, \$5.6 million in allowance of uncollectibles (doubtful accounts), and no bad debt. There are some options that the City could consider to address accounts receivable, including the following: turning accounts over to a collection agency and consider implementing a customer assistance program, such as bill discounts, assistance with water audits, and in-home appliance repairs.
- Continue billing system improvements, improvements in procedures and processes for addressing unpaid bills, and meter monitoring. Identification and replacement of broken and under registering meters can help realize lost revenues.
- Consider revising how water and sewer revenues are reported. Currently, the ACFR includes 8060– Residential, 8061– Industrial, and 8062– Commercial. It is recommended that the revenue accounts should align to the City’s rate structure (rate codes), and/or the City should report multifamily revenues separate from single family residential.

Introduction and Background

1.1 Authorization and Purpose

The City of Petersburg, Virginia (the “City”) authorized Jacobs and Davenport & Company, LLC (“Davenport”), the City’s Financial Advisor (the “Consulting Team”), to update the water and sewer rate study (the “Rate Study”) that was prepared in August 2021. The purpose of the update is to incorporate actual financial results through FY 2024 and the approved budget for FY 2025 to document and support the City during the development and implementation of the City’s FY 2026 budget and multi-year rate plan. Davenport provided updates to the multi-year operating Pro forma projections that were used by Jacobs for purposes of evaluating projected rates.

1.2 The City’s Water and Sewer Utility System

The City owns and maintains a water and wastewater distribution and collection system (the “System”). Water is purchased from the Appomattox River Water Authority (“ARWA”) in accordance with a multi-jurisdictional service agreement wherein Petersburg is allocated 16.69% of the plant capacity (16.03 MGD) with a maximum raw water allocation of 14.05 MGD. The City’s average daily use is 4.54 MGD and its peak day use is 7.95 MGD. The annual cost of water purchased from ARWA is approximately \$2.0 million based on the City’s FY 2025 budget.

The City purchases wastewater treatment services from the South Central Wastewater Authority (“SCWWA”). SCWWA was incorporated on March 11, 1996, and currently provides wastewater treatment service to the Cities of Colonial Heights and Petersburg, and to the Counties of Chesterfield, Dinwiddie (through the Dinwiddie County Water Authority) and Prince George. The City’s allocated treatment capacity is 12.08 MGD, or 52.5% of the total treatment capacity of 23 MGD. The annual treatment cost for the City is approximately \$5.8 million based on City’s FY 2025 budget.

The Petersburg Utility System consists of 260 miles of water mains, 6 water storage tanks, 2 water pump stations, and 1,378 fire hydrants. The City maintains over 195 miles of wastewater collector lines and 19 wastewater pumping stations. The City increased utility rates by 13.4% in Fiscal Year 2017 and City Council approved an additional rate increase of 14.3% as part of the FY 2018 Adopted Budget to fund infrastructure improvements. The last rate increase of 12.2% was for FY 2020 (effective July 1, 2019).

The City serves a population of approximately 38,400. There are approximately 11,700 active water customers and 11,600 active sewer customers. City customers are predominantly residential (single-family and multifamily) and represent 90% of all customers. Commercial and industrial customers represent 10% of all customers.

1.3 Key Operating Issues

Based on discussions with City staff and review of information provided to Jacobs and Davenport by the City, the bullet points below identify key issues with the System that culminated through June 30, 2024.

- The last rate adjustment was in FY 2020 (effective July 1, 2019).
- Though the City ended the moratorium on water shut offs for non-payment and assessment of late fees in 2023, the effects are still felt in the City's collection rates.

1.4 Billing and Collection

For the past several years, the water and sewer bill collection rates have been low compared to other water and sewer utilities, which typically exceed 90% based on surveys conducted by industry associations such as the National Association of Clean Water Agencies ("NACWA").

Since the establishment of the Billing and Collection department, there has been noted improvement in the City's water and sewer bill collection rate. Previous Rate Study Reports documented a collection rate of 70%. Based on bill collection information provided by City staff for 2024, the water and sewer bill collection rates are estimated to be 90% for commercial and industrial accounts. However, the collection rate for the residential customer group remains low and attributed to multi-family residential accounts served by master meters. The collection rate for single family residential accounts ranges from 85% to 90%.

It is important to recognize that water and sewer is not a free service and there is a cost to the City. Not actively addressing accounts receivable and penalties for non-payment results in a negative feedback loop in which the customer believes it is acceptable to not pay the water and sewer bill because the City is not going to act. Table 1-1 summarizes typical actions used by utility systems for billing and collection that could be used to help address water / sewer bill delinquencies.

Table 1-1. Typical actions used by utility systems for billing and collection

Activity	Applicability to Petersburg
Water Shut Off	The City can use the aging report to identify accounts that are 120 days or more delinquent and shut off water.
Reconnection fee	If the water is shut off due to 120 days or more delinquency, then assess reconnection fee.
Penalties for Late Payments	Prior to COVID-19, the City was assessing penalties for late payments. Once the moratorium on water shut offs is rescinded, start implementing shutoffs for non-payments and assessing penalties for late payments.
Collection Agency	The City can use the aging report to identify accounts that are 120 days or more delinquent and turn accounts over to collections.
Liens	If the collection agency is not successful, the City can use its authority and place a lien on property. When the property is sold or transferred, the lien would help recover the delinquent balance.
Financial Hardship Assistance	In cases of financial hardship, the City can help customers identify assistance for paying water / sewer bills.

Assumptions

In preparing this report, the Consulting Team relied on information provided by the City of Petersburg and other consultants that support the City on capital projects. While offering no assurances with respect to this information, which has not been independently verified, the Consulting Team believes that this information and assumptions of future conditions made in conjunction with the City, are valid for purposes of this report. The following sources of information were used to prepare this report:

- Annual Comprehensive Financial Reports (“ACFR”) for FY 2024 available online.
- Approved budget for FY 2025 provided by the City.
- Customer information for FY 2024 provided by the City.
- City’s 5-year CIP and capital investment as updated in connection with recent economic development activity (See Section 7).
- Pro forma projections outlined in Section 9 as prepared by Davenport & Company LLC based on information provided by the City.
- 85% collection rate.
- City’s operating budget (See Section 6).
- No PILOT payment to General Fund.
- Projected Debt Service based on the City’s 5-year CIP.
- Debt service coverage ratio target of no less than 1.20x.
- Days cash on hand target of no less than 365 days.
- Rate adjustments are applied equally to water and sewer rates.

Customer and Usage Information

Customer and usage information was derived from the City's billing data. Most customer billing information is maintained on the City's billing system. The billing information for these customers is obtained by automated meter reading and uploaded to the billing system. There are approximately 50 customers (large volume users) in which meter reads and bills are prepared manually. The customer base is mostly residential (including multifamily) followed by commercial and industrial. Table 3-1 provides a summary of the number of customer account by meter size. In addition, a summary by system by customer type is provided.

Table 3-1. Number of Accounts by Meter Size by Customer Category

Meter Size	Residential	Multifamily	Commercial	Industrial	Total
5/8"	8,290	206	538	2	9,036
3/4"	187		19	1	207
1	1,584	100	313	3	2,000
1 1/2"	9	100	102	1	212
2	2	75	132	2	211
3	2	30	6		38
4		10	3	4	17
6			6		6
10				2	2
Total	10,074	521	1,119	15	11,729
System					
Water	10,074	520	1,120	15	11,729
Sewer	10,032	304	1,270	13	11,619
Without Sewer	43	1	64	2	110

Source: City of Petersburg, VA.

Figure 3-1 provides a histogram that summarizes monthly average usage for the City's water accounts. The source data for the histogram is from 2020, but current usage patterns are sufficiently similar for the data to remain relevant. With recent economic activity it is possible usage pattern will change (for example, an increase in multifamily residential units, the proposed casino, and industrial uses). Once new accounts are established, the histogram should be reevaluated to confirm usage patterns.

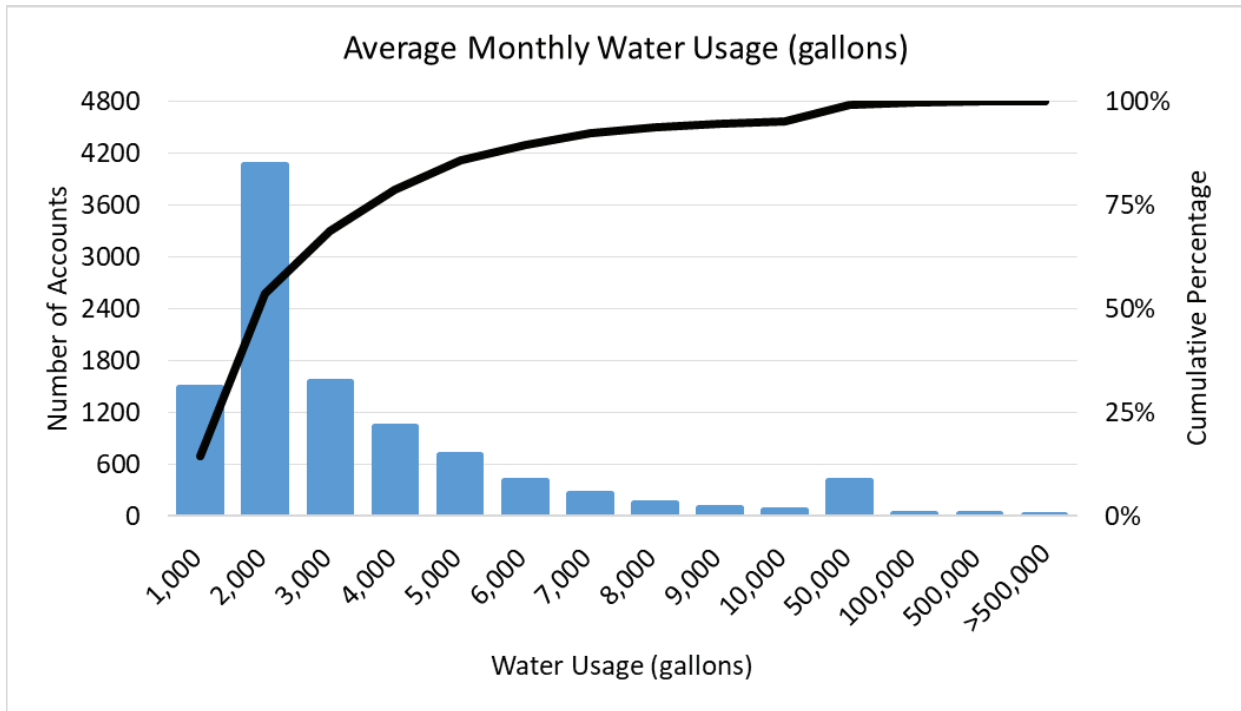


Figure 3-1. Frequency Distribution for Average Monthly Usage (gallons)

Figure 3-2 and Table 3-2 summarize billed water usage and percent of total usage by rate tier. Water usage for accounts with sewer service is summarized in Table 3-3. This illustrates the distribution of usage by rate tier. For example, Tier 1 represents the smallest amount of water usage from 0 to 2,244 gallons and comprises approximately 16% of average monthly use.

The City bills customers for water service based on the meter reads for each customer. The average water usage with water rate codes for FY 2024 is summarized in Table 3-2. Billed water usage for FY 2024 is estimated to be approximately 933.8 million gallons.

Sewer service is billed based on 100% of billed water usage. It is possible that some customers don't receive sewer service (for example they may have septic systems). Like the water usage analysis for water rates, the average usage for customers with sewer rate codes was evaluated for FY 2024. Billed water usage for sewer service is estimated to be approximately 895.6 million gallons.

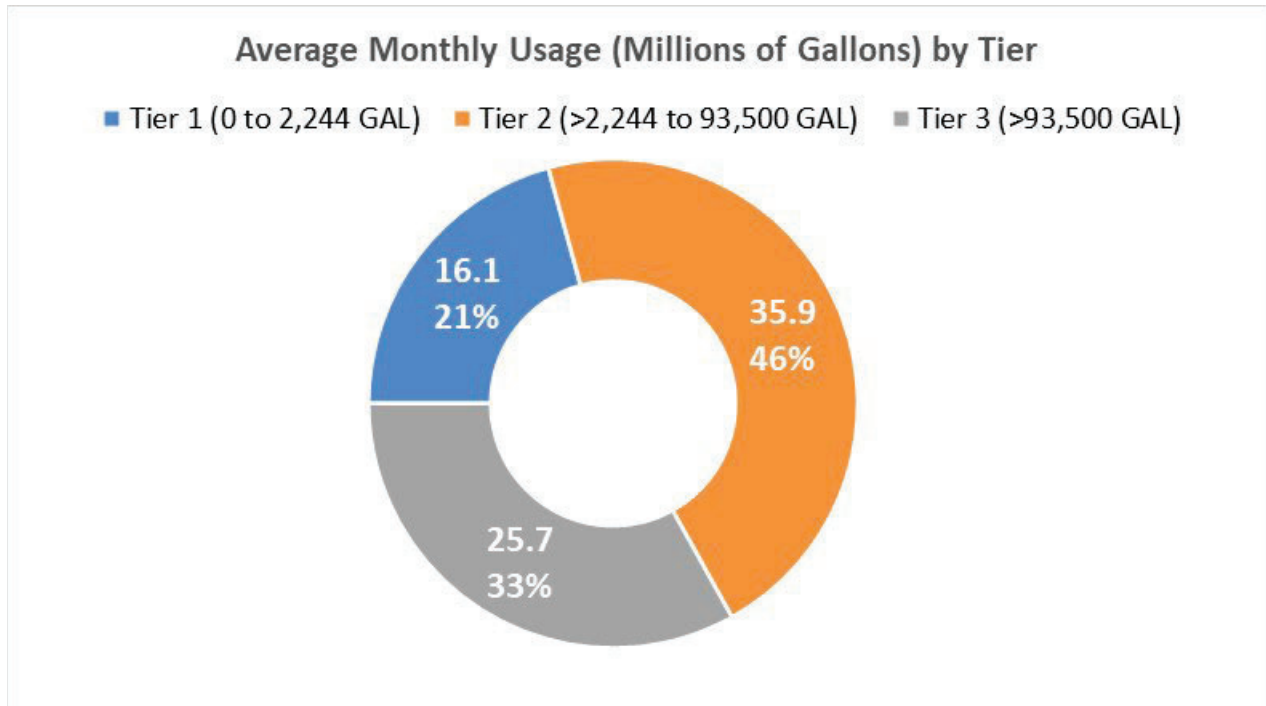


Figure 3-2. Distribution of Average Monthly Usage by Rate Tier

Table 3-2. FY 2024 Estimated Water Usage (gallons) by Tier by Customer Type

Tier	Residential*	Commercial	Industrial	Annual Total	Monthly Total	% of Total
0 to 2,244 gallons	180,195,575	13,469,469	130,044	193,795,089	16,149,591	21%
>2,244 and <=91,256 gallons	372,102,940	58,442,327	668,257	431,213,524	35,934,460	46%
> 91,256 gallons	133,470,933	172,541,931	2,706,563	308,719,427	25,726,619	33%
Total	685,769,449	244,453,727	3,504,863	933,728,040	77,810,670	100%

* Includes multifamily residential

Source: City of Petersburg, VA.

Table 3-3. Average Usage (gallons) by Tier for Sewer Rate Codes

Tier	Residential	Multifamily	Commercial	Industrial	Annual Total	% of Total
0 to 2,244 gallons	172,837,861		12,919,486	124,734	185,882,081	21%
>2,244 and <=91,256 gallons	338,710,621	18,198,677	56,056,020	640,970	413,606,287	46%
> 91,256 gallons	128,021,071		165,496,710	2,596,049	296,113,830	33%
Total	639,569,552	18,198,677	234,472,216	3,361,753	895,602,198	100%

Source: City of Petersburg, VA.

Water and Sewer Rate Structures

4.1 Capacity Charge

The capacity charge is a minimum charge and is based on meter size. Each customer pays the capacity charge, even when there is no water consumption. Table 4-1 summarizes the water capacity charge for FY 2017 to FY 2020, which is still in place as of FY 2025. Table 4-2 summarizes the sewer capacity charge for FY 2017 to FY 2020, which is still in place as of FY 2025. The City last adopted rate increases effective July 1, 2019 (FY 2020).

Table 4-1. Monthly Water Capacity Fee \$/Bill

Meter Size	FY 2017	FY 2018 and FY 2019	FY 2020 and current*
5/8"	\$7.73	\$8.84	\$9.92
3/4"	\$7.73	\$8.84	\$24.82
1"	\$19.35	\$22.12	\$24.82
1 1/2"	\$33.83	\$38.67	\$43.39
2"	\$61.84	\$70.68	\$79.30
3"	\$123.66	\$141.34	\$158.58
4"	\$193.23	\$220.86	\$247.80
6"	\$386.49	\$441.76	\$495.65
8"	\$772.98	\$883.52	\$991.30
10"	\$1,198.11	\$1,369.44	\$1,536.51

Source: City of Petersburg, VA.

*City Code Section 114-136.

Table 4-2. Monthly Sewer Capacity Fee \$/Bill

Meter Size	FY 2017	FY 2018 and FY 2019	FY 2020 and current*
5/8"	\$17.54	\$20.05	\$22.50
3/4"	\$17.54	\$20.05	\$56.22
1"	\$43.84	\$50.11	\$56.22
1 1/2"	\$76.76	\$87.74	\$98.44
2"	\$140.25	\$160.31	\$179.87
3"	\$284.65	\$325.35	\$365.04
4"	\$438.33	\$501.01	\$562.13
6"	\$876.65	\$1,002.01	\$1,124.26
8"	\$1,753.31	\$3,106.24	\$2,248.53
10"	\$2,717.62	\$4,008.01	\$3,485.20

Source: City of Petersburg, VA.

*City Code Section 114-236.

4.2 Commodity Charge

The water and sewer commodity charges are based on billed water consumption. Each customer with water usage pays the commodity charge, as well as the capacity charge. Table 4-3 summarizes the water and sewer commodity charge rates for FY 2017 – FY 2020, which are still in place as of FY 2025.

Table 4-3. Water and Sewer Commodity Charges (\$/gallons)

	FY 2017	FY 2018 and FY 2019	FY 2020 and current*
Water Commodity (\$/gallons)			
0 to 2244 gallons	\$0.000698	\$0.000798	\$0.000895
>2,244 and <=91,256 gallons	\$0.002956	\$0.003378	\$0.003790
> 91,256 gallons	\$0.001896	\$0.002167	\$0.002431
Sewer Commodity (\$/gallons)			
0 to 2244 gallons	\$0.001561	\$0.001785	\$0.002003
>2,244 and <=91,256 gallons	\$0.006717	\$0.007676	\$0.008612
> 91,256 gallons	\$0.004290	\$0.004904	\$0.005502

Source: City of Petersburg, VA.

*City Code Section 114-136.

Water and Sewer Revenues

Jacobs and Davenport reviewed the City's historical water and sewer revenues as found in the City's financial statements.

5.1 Water and Sewer Revenue

Table 5-1 summarizes the capacity and commodity charge revenues for water and sewer service for FY 2022 to FY 2024 (actuals) and FY 2025 budget. The residential customer type categories include revenues for multifamily residential accounts. Based on input from City staff, residential revenues in FY 2022 reflects a combination of conditions, such as the moratorium on shut offs and to a larger extent non-payment by master meter multifamily accounts.

Table 5-1. Historical Water and Sewer Revenues

Water and Sewer Revenue by Customer Type

Customer Type	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget
Residential	4,977,112	8,380,853	8,177,552	8,550,000
Industrial	395,594	561,874	548,244	495,000
Commercial	<u>6,667,459</u>	<u>6,114,453</u>	<u>5,966,130</u>	<u>5,834,073</u>
Total Water and Sewer Revenues	12,040,165	15,057,180	14,691,926	14,879,073

Note: does not include connection fees, miscellaneous fees, cut off fees, delinquent/late fees, recoveries & rebates.

To help inform the Pro forma and rate impact analysis, the expected level of rate revenues was estimated. The expected value is based on the customer and usage information previously summarized. The details are provided in Appendix A. Table 5-2 provides a summary by customer type, system, and rate code category (i.e., capacity, commodity, multi-tenant). At full billing collection, it is estimated that water and sewer rate revenues could be approximately \$17.3 million based on customer information for 2024 and the rates and charges in place since July 1, 2019.

Table 5-2. Estimated Water and Sewer Revenues for FY 2025

Category	Water	Sewer	Total	Percent of Total
Capacity Charge	\$1,975,000	\$4,486,000	\$6,461,000	37%
Commodity Charge	\$2,558,000	\$5,406,000	\$7,964,000	46%
Multi-Tenant	\$883,000	\$2,005,000	\$2,888,000	17%
Total	\$5,416,000	\$11,897,000	\$17,313,000	100%
Percent of Total	31%	69%	100%	

System by Rate Component	Residential	Industrial	Commercial	Multifamily	Total
Water					
Capacity Charge	\$ 1,524,700	\$ 52,600	\$ 397,700	\$ -	\$ 1,975,000
Commodity Charge	\$ 1,896,000	\$ 9,000	\$ 653,000	\$ 883,000	\$ 3,441,000
Total Water	\$ 3,420,700	\$ 61,600	\$ 1,050,700	\$ 883,000	\$ 5,416,000
Sewer					
Capacity Charge	\$ 3,442,000	\$ 36,000	\$ 1,008,000	\$ -	\$ 4,486,000
Commodity Charge	\$ 3,967,000	\$ 20,000	\$ 1,419,000	\$ -	\$ 5,406,000
Total Sewer	\$ 7,409,000	\$ 56,000	\$ 2,427,000	\$ 2,005,000	\$ 11,897,000
Total	\$ 10,829,700	\$ 117,600	\$ 3,477,700	\$ 2,888,000	\$ 17,313,000
	63%	1%	20%	17%	

5.2 Non-Rate Revenue

As previously noted, there was a moratorium on water shut offs for non-payment and assessment of late fees. The moratorium was implemented in response to the COVID-19 state of emergency and ended in the fall of 2021. Table 5-3 summarizes the non-rate revenues for FY 2022 to FY 2025. Connection fees are not applied to operating expenses and are instead applied to capital project expenses.

Table 5-3. Historical Non-Rate Revenues

Customer Class	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget
Cut Off Fees	72,915	43,492	0	0
Delinquent Charges	(283)	(345)	0	0
Recoveries & Rebates	41,764	31,572	0	55,000
Connection Fees	1,120,001	327,450	433,991	200,000
Miscellaneous	3,152	824	737	0
Interest Earnings	<u>1,433</u>	<u>19,796</u>	<u>0</u>	<u>0</u>
Total Non-Rate Revenues	1,238,982	422,789	434,728	255,000

5.3 Utility Billing and Collections

In previous rate study reports, utility billing and collections has been identified as an issue that is compounded by several factors, including the moratorium on shut offs related to COVID-19, receiving payments for prior accounting periods, chronic delinquencies. Based on information tracked by City staff, the collection rate for water and sewer billing varies by customer type. In total, the collection rate ranges from 80% - 85%, and this is influenced by the multifamily residential master meter accounts.

According to the FY 2023 ACFR, the reported accounts receivables was approximately \$4.3 million, net of allowance for uncollectible accounts of \$12.2 million. The financial statements do not report any bad debt expense for FY 2023. Table 5-4 summarizes the accounts receivables for FY 2021 – FY 2023, and there is year over year increase in allowance of uncollectible. This trend may be related to the observed utility collection rates based on information provided by City staff. As previously noted, City staff provided feedback that the billing collection rates for the residential customer type is mostly attributed to master meter multifamily accounts.

Table 5-4. Review of Accounts Receivable, Utility Reports, and Aging Reports.

Item	2021	2022	2023
Accounts Receivables (AR)	\$5,347,852	\$3,492,029	\$4,328,945
Allowance for Uncollectibles	\$7,214,700	\$11,182,363	\$12,241,512
Water and Sewer Sales	\$14,242,404	\$12,167,803	\$15,116,988
Water and Sewer Collection Rates			
Residential*		69.1%	77.4%
Commercial		97.9%	94.5%
Industrial		94.4%	93.3%
Total		81.3%	84.6%

* Includes multifamily accounts

Operating Costs

Table 6-1 summarizes historical and budgeted operating expenses for the period FY 2022 through FY 2025. Based on actual figures for FY 2024, there is an approximate 14% increase compared to FY 2023. This increase is attributed to increases contractual services, SCWWA, and Other.

For projections beyond FY 2025, an inflation factor of 3.5% has been applied to personnel services, fringe benefits, contractual services, and other operational expenses. While the FY 2025 budget includes a PILOT payment, it is assumed that there are no PILOT payments throughout the study period for the recommended scenario. SCWWA and ARWA payments represent the City's share of operating and capital investment and are based on each organization's respective budget documents and projections.

Table 6-1. Historical and Budget Operating Expenses, FY 2022 through FY 2025 (millions of dollars)

	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget
Personnel Services	1,700,684	1,838,859	1,688,561	2,272,755
Fringe Benefits	398,205	468,031	312,081	833,607
Contractual Services	446,123	840,995	1,600,063	1,068,155
SCWWA - Wastewater Treatment Services	5,325,145	5,265,512	5,779,367	5,779,367
ARWA - Water Purchased for Resale	1,726,868	1,620,032	1,473,572	1,995,117
Other	630,452	697,510	1,349,434	1,243,188
PILOT	0	0	0	867,000
Total Operating Expenses	10,227,477	10,730,939	12,203,078	14,059,189

Source: City of Petersburg, VA

Capital Improvement Plan

The City's CIP for water and wastewater is summarized in Tables 7-1 and 7-2, respectively. Over the next six years (FY 2025 – FY 2030), there are estimated approximately \$85.5 million in water capital projects and \$104.4 million in sewer capital projects. To fund these capital projects, multiple sources of funding are assumed to be utilized, including grants, loan and bond proceeds, private contributions, connection fees, and equity (cash). The detailed funding assumptions are evaluated as part of the Pro forma scenarios.

Table 7-1. City of Petersburg Water Utility CIP

Water capital project	Prior Amounts	Total 2025 - 2030	Total
Water Distribution Mains	-	2,500,000	2,500,000
Water Storage Rehab (Mt Vernon, Jamestown, Mercury & Walnut Hill)	24,000	17,800,000	17,824,000
Water Pump Station Rehabilitation & Upgrades	-	1,000,000	1,000,000
Locks Watermain Replacement	-	19,256,047	19,256,047
2.0 MMG Elevated Water Storage Tank	1,535,025	7,411,338	8,946,363
Poor Creek SE Water System Improvements	1,416,392	798,416	2,214,808
Water Booster Pumping Station & PRV's	677,771	7,111,325	7,789,095
Water Equipment	-	225,000	225,000
Lead & Copper Rule Revisions	-	2,205,170	2,205,170
Water Meter Program	-	3,935,000	3,935,000
Wagner Road Water Line	-	6,762,000	6,762,000
Mount Vernon Water Booster Station Rehabilitation	-	6,000,000	6,000,000
Upper Sycamore St. Water Main Replacement	-	6,500,000	6,500,000
Potable Water GIS Updates	-	200,000	200,000
Potable Water Model Updates	-	200,000	200,000
Potable Water Master Plan	-	180,059	180,059
Master Meter Vault Replacements	-	444,823	444,823
Locks Booster Station Improvements	-	3,000,000	3,000,000
Total Water	3,653,188	85,529,177	89,182,365

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Table 7-2. City of Petersburg Sewer Utility CIP

Sewer capital project	Prior Amounts	Total 2025 - 2030	Total
Conveyance System Rehabilitation (relining)	659,000	3,650,000	4,309,000
Poor Creek Pump Station & Force Main	1,469,000	34,658,349	36,127,349
Sewer Equipment	-	4,250,000	4,250,000
South Central Nutrient Removal Upgrade	-	19,287,000	19,287,000
Main Pump Station Upgrade & Rehabilitation	-	10,000,000	10,000,000
System Evaluation/I&I (Ph. I)-Small Diameter Sewers	-	4,000,000	4,000,000
Poor Creek Interceptor Evaluation & Rehabilitation	-	7,983,100	7,983,100
New Wagner Road Interceptor	-	6,100,000	6,100,000
Poor Creek Pump Station Influent Line Upsizing	-	1,500,000	1,500,000
Poor Creek Force Main Phase II	-	4,500,000	4,500,000
Sewer GIS Updates	-	140,000	140,000
Sewer Model	-	160,000	160,000
Bank Street Pump Station Upgrades	-	6,500,000	6,500,000
Pump Station Operation and Maintenance	-	400,000	400,000
Wastewater Master Plan	-	300,000	300,000
Rohoic Creek Pump Station Improvements	-	1,000,000	1,000,000
Total Sewer	2,128,000	104,428,449	106,556,449

Debt Service

The existing debt services consists of the following outstanding obligations:

- Water and Sewer Revenue Bond, Series 2015, issued through the Virginia Resources Authority's (VRA) 2015A Virginia Pooled Financing Program (the "2015A VRA Bond")
- General Obligation Refunding Bonds, Series 2021 (the "2021 GO Bond")
- 2014 Equipment Lease Purchase Agreement (the "2014 Lease")

Table 8-1 provides summary of existing debt service the period FY 2025 through FY 2043.

Table 8-1. Existing Debt Service FY 2025 through FY 2043

Fiscal Year	2015A VRA Bond	2021 GO Bond	2014 Lease	Total
2025	484,609	64,776	492,927	1,042,312
2026	487,181	64,090	492,927	1,044,199
2027	488,984	52,573	492,927	1,034,485
2028	487,897	67,205	492,927	1,048,029
2029	486,297	53,654	490,287	1,030,238
2030	489,063	54,721	243,824	787,607
2031	488,844	66,635	0	555,479
2032	488,038	55,522	0	543,559
2033	489,434	56,619	0	546,054
2034	485,031	54,892	0	539,923
2035	485,144	48,888	0	534,032
2036	487,525	52,727	0	540,252
2037	488,975	50,895	0	539,870
2038	484,622	54,073	0	538,695
2039	489,169	51,906	0	541,075
2040	489,081	49,820	0	538,902
2041	484,797	52,776	0	537,572
2042	0	50,558	0	50,558
2043	0	14,852	0	14,852

Pro forma and Rate Impact Analysis

Based on the revenue needs determined by the Pro forma analysis prepared by Davenport, the following scenarios were analyzed:

- Scenario 1: Base Case (with PILOT)
- Scenario 2: Base Case (Without PILOT)
- Scenario 3: 3-Year BAN (Without PILOT)
- Scenario 4: Scenario 3, except assume multifamily delinquencies reduced to 10%.

Table 9-1 summarizes the estimated water and sewer rate revenues by scenario. The detailed Pro forma results are provided in Appendix B. The projected rate increases generate rate revenues to achieve a DSCR target of no less than 1.20x and maintain a target of no less than 365 days cash on hand.

Table 9-1. Pro forma and Rate Impact Analysis

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Scenario 1: Base Case (with PILOT)					
Rate Increase (%)	12.50%	12.50%	12.50%	7.75%	7.75%
Residential (8060)	9,341,000	10,602,000	12,033,000	13,086,000	14,231,000
Industrial (8061)	589,000	668,000	758,000	824,000	896,000
Commercial (8062)	6,934,000	7,870,000	8,933,000	9,715,000	10,566,000
Estimated Water and Sewer Revenues	16,864,000	19,140,000	21,724,000	23,625,000	25,693,000
Scenario 2: Base Case (Without PILOT)					
Rate Increase (%)	11.00%	11.00%	11.00%	8.00%	8.00%
Residential (8060)	9,217,000	10,323,000	11,561,000	12,602,000	13,736,000
Industrial (8061)	580,000	650,000	728,000	794,000	865,000
Commercial (8062)	6,843,000	7,663,000	8,583,000	9,355,000	10,198,000
Estimated Water and Sewer Revenues	16,640,000	18,636,000	20,872,000	22,751,000	24,799,000
Scenario 3: 3-Year BAN (Without PILOT)					
Rate Increase (%)	9.50%	9.50%	9.50%	8.75%	6.00%
Residential (8060)	9,094,000	10,048,000	11,103,000	12,186,000	13,038,000
Industrial (8061)	572,000	633,000	699,000	768,000	822,000
Commercial (8062)	6,751,000	7,460,000	8,243,000	9,047,000	9,680,000
Estimated Water and Sewer Revenues	16,417,000	18,141,000	20,045,000	22,001,000	23,540,000
Scenario 4: Scenario 3, except assume multifamily delinquencies reduced to 10%					
Rate Increase (%)	8.00%	8.00%	8.00%	8.00%	6.00%
Residential (8060)	9,759,000	10,638,000	11,595,000	12,640,000	13,524,000
Industrial (8061)	565,000	616,000	672,000	733,000	784,000
Commercial (8062)	6,659,000	7,258,000	7,912,000	8,624,000	9,228,000
Estimated Water and Sewer Revenues	16,983,000	18,512,000	20,179,000	21,997,000	23,536,000

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Table 9-2 provides a summary of typical monthly bills for each scenario. Projected monthly bills are provided for 5,000 gallons, which is the estimated average usage. This volume of water usage is used for several reasons, including the following:

- Within the range used by other surveys and benchmarks.
- Represents usage of 80% of all accounts.
- Corresponds to approximately 164 gallons per day (5,000 x 12 / 365).

Table 9-2. Typical Monthly Bill Impact by Scenario

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Scenario 1, Base Case (with PILOT)						
Projected Rate Increase	0%	12.50%	12.50%	12.50%	7.75%	7.75%
Monthly Bill with 5,000 gallons	\$73.09	\$82.23	\$92.51	\$104.09	\$112.15	\$120.84
\$ change		\$9.14	\$10.28	\$11.58	\$8.06	\$8.69
Scenario 2, Base Case (Without PILOT)						
Projected Rate Increase	0%	11.00%	11.00%	11.00%	8.00%	8.00%
Monthly Bill 5,000 gallons	\$73.09	\$81.14	\$90.06	\$99.96	\$107.96	\$116.60
\$ change		\$8.05	\$8.92	\$9.90	\$8.00	\$8.64
Scenario 3: 3-Year BAN (Without PILOT)						
Projected Rate Increase	0%	9.50%	9.50%	9.50%	8.75%	6.00%
Monthly Bill with 5,000 gallons	\$73.09	\$80.04	\$87.64	\$95.96	\$104.36	\$110.62
\$ change		\$6.95	\$7.60	\$8.32	\$8.40	\$6.26
Scenario 4: Scenario 3, except assume multifamily delinquencies reduced to 10%						
Projected Rate Increase	0%	8.00%	8.00%	8.00%	8.00%	6.00%
Monthly Bill with 5,000 gallons	\$73.09	\$78.94	\$85.25	\$92.60	\$100.11	\$106.12
\$ change		\$5.85	\$6.31	\$7.35	\$7.51	\$6.01

Water and Sewer Bill Comparison

Figure 10-1 compares the water and sewer rates based on a typical residential bill for a 5/8-inch meter and 5,000 gallons (6.68 ccf) per month. Among the group, the highest combined bill is for Prince George and the lowest is Dinwiddie. The typical residential bill for the City is shown for FY 2025 (rates effective July 2019) and for the recommended scenario condition assuming a 9.5% rate increase. The typical residential bill for other localities is based on most recent rate information available online.

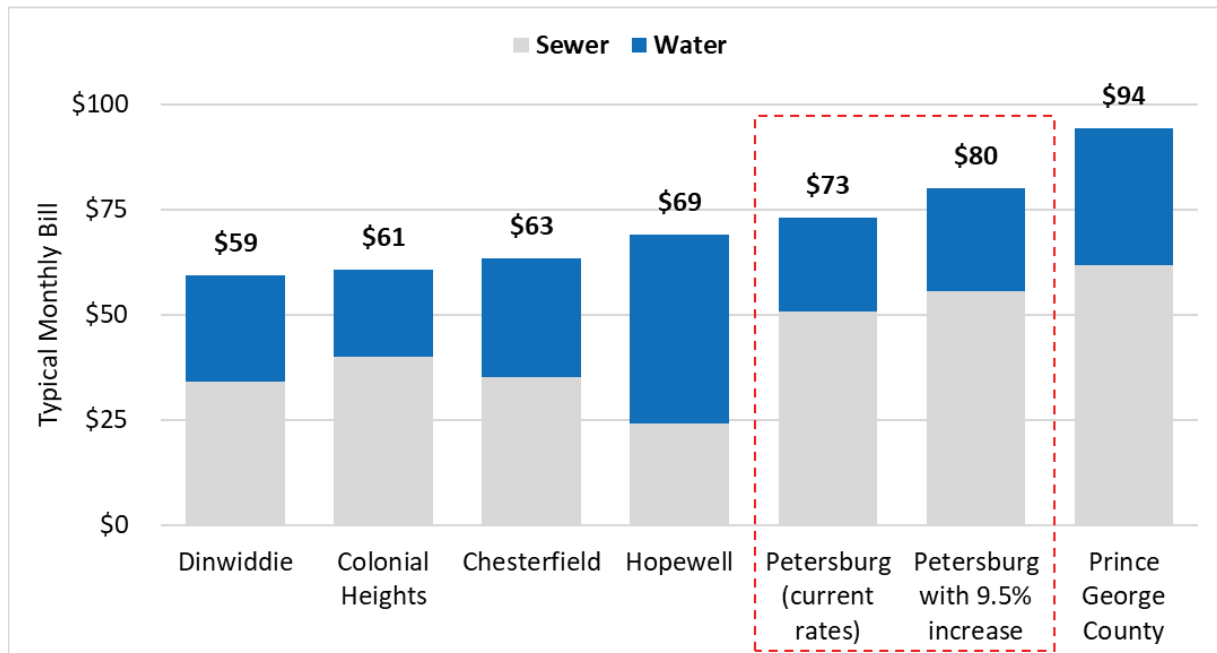


Figure 10-1. Comparison of Typical Monthly Residential Bill (5/8" meter and 5,000 gallons)

Based on American Community Survey data maintained by the US Census, the 2025 Median Household Income ("MHI") for the City is estimated to be \$49,900. The annual water bill as a percent of MHI is estimated to be 0.54% in FY 2025. The annual sewer bill as percent of MHI is estimated to be 1.22%. The combined water and sewer bill is estimated to be 1.76% of MHI for 2025. This metric indicates that 50% of households earn less than \$49,900 per year and a typical residential bill is 1.76% or greater of MHI, which is less than the Environmental Protection Agency ("EPA") affordability threshold of 4%. Table 10-1 provides a summary of projected typical residential bill and affordability metrics for FY 2025 to FY 2030 for the recommended scenario.

While MHI has been a useful metric, recent EPA guidance and industry literature includes additional metrics for evaluating affordability. To better understand the impact on low-income households, the upper limit of the lowest quintile for household income ("LQI") is used. For 2025, the LQI for City households was \$18,600. The typical residential combined water and sewer bill is estimated to be 4.71% of LQI for 2025. This indicates that the combined water and sewer bill is approximately 4.71% of household income for the lowest quintile. It could be higher depending on household size and volume of water usage. For these households, there may be options that the City can consider, such as assistance programs.

The issue of affordability has received considerable attention in the water and wastewater industries during the past ten years, with substantial progress in identifying customer assistance programs, such as

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bill discounts, water audits and home appliance repairs. There are several options to assist low-income residential customers, which are documented in industry guidance such as *the Low-Income Affordability Programs* chapter of the of 2017 update (7th edition) of *Principles of Water Rates, Fees, and Charges* by the American Water Works Association, and the *Compendium of Drinking Water and Wastewater Customer Assistance Programs* released by US EPA in April, 2016. While beyond the scope of this rate study report, the City could consider implementing a customer assistance program for low-income customers if implementation of a such a program is found to be consistent with City values and goals as the rate increases identified in the recommended five-year rate program are implemented.

Table 10-1. Typical Residential Bill and Affordability Metrics (Scenario 3)

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Rate Increase	0%	9.50%	9.50%	9.50%	8.75%	6.00%
Water						
Capacity Charge	\$9.92	\$10.86	\$11.89	\$13.02	\$14.16	\$15.01
Commodity Charge	\$12.45	\$13.64	\$14.93	\$16.35	\$17.78	\$18.85
Total Water	\$22.37	\$24.50	\$26.82	\$29.37	\$31.94	\$33.86
Sewer						
Capacity Charge	\$22.50	\$24.64	\$26.98	\$29.54	\$32.12	\$34.05
Commodity Charge	\$28.22	\$30.90	\$33.84	\$37.05	\$40.30	\$42.71
Total Sewer	\$50.72	\$55.54	\$60.82	\$66.59	\$72.42	\$76.76
Total Water and Sewer (Monthly)	\$73.09	\$80.04	\$87.64	\$95.96	\$104.36	\$110.62
Total Water and Sewer (Annual)						
Water	\$268	\$294	\$322	\$352	\$383	\$406
Sewer	\$609	\$666	\$730	\$799	\$869	\$921
Total Water and Sewer (Annual)	\$877	\$960	\$1,052	\$1,152	\$1,252	\$1,327
Median Household Income (MHI) [1]	\$49,900	\$50,900	\$51,900	\$52,900	\$54,000	\$55,100
Lowest Quintile Income (LQI) [2]	\$18,600	\$19,000	\$19,400	\$19,800	\$20,200	\$20,600
Percent of Annual Water Bill to MHI	0.54%	0.58%	0.62%	0.67%	0.71%	0.74%
Percent of Annual Water Bill to LQI	1.44%	1.55%	1.66%	1.78%	1.90%	1.97%
EPA Affordability Threshold for Water Bill [3]	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Percent of Annual Sewer Bill to MHI	1.22%	1.31%	1.41%	1.51%	1.61%	1.67%
Percent of Annual Sewer Bill to LQI	3.27%	3.51%	3.76%	4.04%	4.30%	4.47%
EPA Affordability Threshold for Sewer Bill [3]	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Percent of Annual Water and Sewer Bill to MHI	1.76%	1.89%	2.03%	2.18%	2.32%	2.41%
Percent of Annual Water and Sewer Bill to LQI	4.71%	5.06%	5.42%	5.82%	6.20%	6.44%
EPA Affordability Threshold for Water and Sewer Bill [3]	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

[1] US Census. S1901 INCOME IN THE PAST 12 MONTHS (INFLATION-ADJUSTED DOLLARS) 2020-2022. American Community Survey 5-Year Estimates. Available from <https://census.gov>, visited January 2025. Assume 2% annual growth.

[2] US Census. S19080 Household Income Quintile Upper Limits, 2020-2022. American Community Survey 5-Year Estimates. Available from <https://census.gov>, visited January 2025. Assume 2% annual growth.

[3] EPA threshold is relative to MHI. USCM, AWWA, & WEF. 2013. "Affordability Assessment Tool for Federal Water Mandates"

Conclusion

Based on the results of the Rate Study, concluding remarks are as follows:

- Based on customer and usage information provided by City staff, the estimated expected value of water and sewer rate revenues is approximately \$17.3 million if the collection rate were 100%.
- Based on billing and collection data provided by City staff, the aggregate collection rate is estimated to approximate 85%. The collection rate by customer types varies. The collection rates for commercial and industrial accounts are approximately 90%. The residential customer type, as a group, is lower at approximately 80% and is attributed to multifamily master meter accounts. Improving the bill collections can help mitigate the need for higher rate increases.
- Water and Sewer Fund accounts receivable and allowance of uncollectibles have increased year over year.
- Based on evaluation of audited FY 2024 financial information, continuation of PILOT payments is not recommended, and water and sewer utility resources can be used for capital infrastructure investments.
- The Water and Sewer CIP identifies significant capital infrastructure investment in response to deferred maintenance and recent economic development. To help fund the capital requirements, the Pro forma analysis evaluated several debt financing options.
- Based on the funding options considered, issuing a 3-year BAN followed by permanent GO Bond issuances would provide the least amount of impact to rate increases compared to the other scenarios. While the rate increases are moderate, improving the bill collection rate could mitigate the rate impacts by as much as 1.5% per year over the next three years and 5% in total over the five-year projection period.

Recommendations

Based on the rate study presented herein, recommendations to the City are as follows:

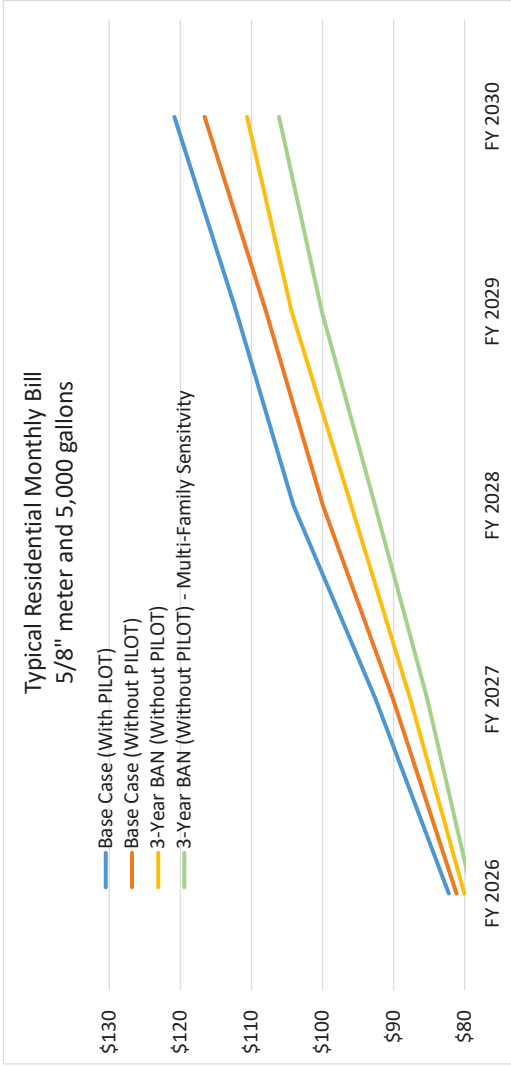
- Continue to evaluate the water and sewer rates annually, especially with continued economic development that requires investment in capital infrastructure to be documented in the 5-year CIP.
- Continue to monitor the collection rates to help improve revenue recognition and improve financial performance. Consider reporting multifamily billings separate from single family residential billings.
- Consider review of financial policies regarding accounts receivables and bad debt expense. Based on the FY 2024 ACFR, the water and sewer fund has approximately \$5.4 million in accounts receivable, \$5.6 million in allowance of uncollectibles (doubtful accounts), and no bad debt. There are some options that the City could consider to address accounts receivable, including the following: turning accounts over to a collection agency and consider implementing a customer assistance program, such as bill discounts, assistance with water audits, and in-home appliance repairs.
- Continue billing system improvements, improvements in procedures and processes for addressing unpaid bills, and meter monitoring. Identification and replacement of broken and under registering meters can help realize lost revenues.
- Consider revising how water and sewer revenues are reported. Currently, the ACFR includes 8060– Residential, 8061– Industrial, and 8062– Commercial. It is recommended that the revenue accounts should align to the City’s rate structure (rate codes), and/or the City should report multifamily revenues separate from single family residential.

Appendix A – Revenue Model

**City of Petersburg
Rate Study Update 2024 / 2025**

Scenarios:	Annual percent rate increase				
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Base Case (With PILOT)	12.50%	12.50%	12.50%	7.75%	7.75%
Base Case (Without PILOT)	11.00%	11.00%	11.00%	8.00%	8.00%
3-Year BAN (Without PILOT)	9.50%	9.50%	9.50%	8.75%	6.00%
3-Year BAN (Without PILOT) - Multi-Family Sensitivity	8.00%	8.00%	8.00%	8.00%	6.00%

Typical Residential Bill (5,000 gallons and 5/8")	Annual percent rate increase				
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Base Case (With PILOT)	\$82.23	\$92.51	\$104.09	\$112.15	\$120.84
Base Case (Without PILOT)	\$81.14	\$90.06	\$99.96	\$107.96	\$116.60
3-Year BAN (Without PILOT)	\$80.04	\$87.64	\$95.96	\$104.36	\$110.62
3-Year BAN (Without PILOT) - Multi-Family Sensitivity	\$78.94	\$85.25	\$92.60	\$100.11	\$106.12



**City of Petersburg
Revenue Model Using FY 2024 Information and Rates Effective Since July 2019 (FY 2020)
Rate Study Update 2024**

Category	Water	Sewer	Total	Percent of Total
Capacity Charge	\$1,975,000	\$4,486,000	\$6,461,000	37%
Commodity Charge	\$2,558,000	\$5,406,000	\$7,964,000	46%
Multi-Tenant	\$883,000	\$2,005,000	\$2,888,000	17%
Total	\$5,416,000	\$11,897,000	\$17,313,000	100%
Percent of Total	31%	69%	100%	

System by Rate Component	Residential	Industrial	Commercial	Multifamily	Total
Water					
Capacity Charge	\$ 1,524,700	\$ 52,600	\$ 397,700	\$ -	\$ 1,975,000
Commodity Charge	\$ 1,896,000	\$ 9,000	\$ 653,000	\$ 883,000	\$ 3,441,000
Total Water	\$ 3,420,700	\$ 61,600	\$ 1,050,700	\$ 883,000	\$ 5,416,000
Sewer					
Capacity Charge	\$ 3,442,000	\$ 36,000	\$ 1,008,000	\$ -	\$ 4,486,000
Commodity Charge	\$ 3,967,000	\$ 20,000	\$ 1,419,000	\$ -	\$ 5,406,000
Total Sewer	\$ 7,409,000	\$ 56,000	\$ 2,427,000	\$ 2,005,000	\$ 11,897,000
Total	\$ 10,829,700	\$ 117,600	\$ 3,477,700	\$ 2,888,000	\$ 17,313,000
	63%	1%	20%	17%	

Commodity Charge							
Water Commodity Charge							
Tier	Rate (eff 7/2019)	Residential	Industrial	Commercial	Multifamily	Estimated Annual Usage	Estimated Annual Revenue
	\$/gallon	gallons	gallons	gallons	gallons	gallons	
0 to 2244 gallons	\$0.000895	180,195,575	130,044	13,469,469	-	193,795,088	\$173,000
>2,244 and <=93,500 gallons	\$0.003790	372,102,940	668,257	58,442,327	-	431,213,524	\$1,634,000
> 91,256 gallons	\$0.002431	133,470,933	2,706,563	172,541,931	-	308,719,427	\$751,000
Total Water (gallons)		685,769,448	3,504,864	244,453,727	-	933,728,039	\$2,558,000
Estimated Annual Water Revenue		\$ 1,896,000	\$ 9,000	\$ 653,000	\$ -	\$ 2,558,000	
Sewer Commodity Charge							
Tier	Rate (eff 7/2019)	Residential	Industrial	Commercial	Multifamily	Estimated Annual Usage	Estimated Annual Revenue
	\$/gallon	gallons	gallons	gallons	gallons	gallons	
0 to 2244 gallons	\$0.002000	172,837,861	124,734	12,919,486	-	185,882,081	\$372,000
>2,244 and <=93,500 gallons	\$0.008612	338,710,621	640,970	56,056,020	-	395,407,610	\$3,405,000
> 91,256 gallons	\$0.005502	128,021,071	2,596,049	165,496,710	-	296,113,830	\$1,629,000
Total Sewer (gallons)		639,569,553	3,361,753	234,472,216	-	877,403,521	\$5,406,000
Estimated Annual Sewer Revenue		\$ 3,967,000	\$ 20,000	\$ 1,419,000	\$ -	\$ 5,406,000	

Capacity Fee							
Water Capacity Fee							
Meter Size (based on Rate Code)	Monthly \$/Bill	Residential	Industrial	Commercial	Multifamily*	Estimated Number of Accounts	Estimated Annual Revenue
5/8"	\$9.92	8,290	2	538	-	8,830	\$1,051,100
3/4"	\$24.82	187	1	19	-	207	\$61,700
1"	\$24.82	1,584	3	313	-	1,900	\$565,900
1 1/2"	\$43.39	9	1	102	-	112	\$58,300
2"	\$79.30	2	2	132	-	136	\$129,400
3"	\$158.58	2	-	6	-	8	\$15,200
4"	\$247.80	-	4	3	-	7	\$20,800
6"	\$495.65	-	-	6	-	6	\$35,700
8"	\$991.30	-	-	-	-	0	\$0
10"	\$1,536.51	-	2	-	-	2	\$36,900
Total		10,074	15	1,119	0	11,208	\$1,975,000
Estimated Annual Water Revenue		\$1,524,700	\$52,600	\$397,700	\$0	\$1,975,000	
Sewer Capacity Fee							
Meter Size (based on Rate Code)	Monthly \$/Bill	Residential	Industrial	Commercial	Multifamily*	Estimated Number of Accounts	Estimated Annual Revenue
5/8"	\$22.50	8,256	2	607	-	8,865	\$2,394,000
3/4"	\$56.22	186	1	26	-	213	\$144,000
1"	\$56.22	1,577	3	355	-	1,935	\$1,305,000
1 1/2"	\$98.44	9	1	119	-	129	\$152,000
2"	\$179.87	2	2	148	-	152	\$328,000
3"	\$365.04	2	-	6	-	8	\$35,000
4"	\$562.13	-	4	3	-	7	\$47,000
6"	\$1,124.26	-	-	6	-	6	\$81,000
8"	\$2,248.53	-	-	-	-	0	\$0
10"	\$3,482.20	-	-	-	-	0	\$0
Total		10,032	13	1,270	0	11,315	\$4,486,000
Estimated Annual Sewer Revenue		\$3,442,000	\$36,000	\$1,008,000	\$0	\$4,486,000	

* Multifamily (tenant) accounts evaluated separately.

**City of Petersburg
Revenue Model Using FY 2024 Information and Rates Effective Since July 2019 (FY 2020)
Rate Study Update 2024**

Category	Water	Sewer	Total	Percent of Total
Capacity Charge	\$1,975,000	\$4,486,000	\$6,461,000	37%
Commodity Charge	\$2,558,000	\$5,406,000	\$7,964,000	46%
Multi-Tenant	\$883,000	\$2,005,000	\$2,888,000	17%
Total	\$5,416,000	\$11,897,000	\$17,313,000	100%
Percent of Total	31%	69%	100%	

Multi-Tenant, data from 2021 Rate Study, except for rate codes 28 and 528 are adjusted proportional to reflect an increase in accounts to 520.

Water							
Water Rate Code	Estimated Number of Account	Estimated Number Units	Estimated		City Code Section 114-137(1)	City Code Section 114-137(2)	Greater of (1) or (2)
			Monthly Average Usage (gallons)*	Estimated Annual Usage (gallons)			
10	1	30	159,000	1,908,000	4,000	\$4,000	\$4,000
13	1	30	159,000	1,908,000	4,000	\$4,000	\$4,000
25	4	13	68,900	826,800	2,000	\$2,000	\$2,000
28	485	6,163	32,665,989	391,991,869	734,000	\$857,000	\$857,000
34	1	7	37,100	445,200	1,000	\$1,000	\$1,000
37	4	21	111,300	1,335,600	2,000	\$3,000	\$3,000
66	24	87	461,100	5,533,200	10,000	\$12,000	\$12,000
	520	6,351	33,662,389	403,948,669			\$883,000

*Estimate Usage (gallons) per unit (per 2021 rate study) assumes: 5,300

Sewer							
Sewer Rate Code	Estimated Number of Account	Estimated Number Units	Estimated		City Code Section 114-137(1)	City Code Section 114-137(2)	Greater of (1) or (2)
			Monthly Average Usage (gallons)*	Estimated Annual Usage (gallons)			
210	1	30	159,000	1,908,000	8,000	\$9,000	\$9,000
213	1	30	159,000	1,908,000	8,000	\$9,000	\$9,000
266	24	87	461,100	5,533,200	23,000	\$27,000	\$27,000
525	4	13	68,900	826,800	4,000	\$4,000	\$4,000
528	485	6,163	32,665,989	391,991,869	1,664,000	\$1,947,000	\$1,947,000
534	1	7	37,100	445,200	2,000	\$2,000	\$2,000
537	4	21	111,300	1,335,600	6,000	\$7,000	\$7,000
	520	6,351	33,662,389	403,948,669			\$2,005,000

*Estimate Usage (gallons) per unit assumes: 5,300
Assumes sewer usage = water usage

City of Petersburg
Rate Study Update 2024 / 2025

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
Base Case (With PILOT)						
Effective Date		1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28	1-Jul-29
Percentage Revenue Increase	0.00%	12.50%	12.50%	12.50%	7.75%	7.75%
Cumulative Percent Increase	0.00%	12.50%	26.56%	42.38%	53.42%	65.31%
System usage growth		1.00%	1.00%	1.00%	1.00%	1.00%
Water and Sewer Revenues						
Residential (8060)						
Water						
Single family	\$ 1,979,973	\$ 2,247,334	\$ 2,550,640	\$ 2,894,945	\$ 3,148,297	\$ 3,423,741
Multi-tenant	1,104,097	1,253,186	1,422,320	1,614,315	1,755,593	1,909,189
Sewer						
Single family	4,348,002	4,935,123	5,601,182	6,357,271	6,913,631	7,518,502
Multi-tenant	2,516,542	2,856,357	3,241,858	3,679,469	4,001,479	4,351,568
Total Residential (8060)	\$ 9,948,614	\$ 11,292,000	\$ 12,816,000	\$ 14,546,000	\$ 15,819,000	\$ 17,203,000
Industrial (8061)	575,972	654,000	742,000	842,000	916,000	996,000
Commercial (8062)	6,788,414	7,705,000	8,745,000	9,926,000	10,795,000	11,740,000
Total Water and Sewer Revenues	\$17,313,000	\$ 19,651,000	\$ 22,303,000	\$ 25,314,000	\$ 27,530,000	\$ 29,939,000
Less: estimated delinquencies for non-payment						
Residential (8060)						
Single family	(633,000)	(718,000)	(815,000)	(925,000)	(1,006,000)	(1,094,000)
Multi-tenant	(1,086,000)	(1,233,000)	(1,399,000)	(1,588,000)	(1,727,000)	(1,878,000)
Industrial (8061)	(58,000)	(65,000)	(74,000)	(84,000)	(92,000)	(100,000)
Commercial (8062)	(679,000)	(771,000)	(875,000)	(993,000)	(1,080,000)	(1,174,000)
Total estimated delinquencies for non-payment	(2,456,000)	(2,787,000)	(3,163,000)	(3,590,000)	(3,905,000)	(4,246,000)
Estimated Total Water and Sewer Revenues	\$ 14,857,000	\$ 16,864,000	\$ 19,140,000	\$ 21,724,000	\$ 23,625,000	\$ 25,693,000
Estimated collection rate	85.81%	85.82%	85.82%	85.82%	85.82%	85.82%

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
Estimated Rate Revenues by Customer Type						
Residential	8,229,614	9,341,000	10,602,000	12,033,000	13,086,000	14,231,000
Industrial	517,972	589,000	668,000	758,000	824,000	896,000
Commercial	6,109,414	6,934,000	7,870,000	8,933,000	9,715,000	10,566,000
Total	14,857,000	16,864,000	19,140,000	21,724,000	23,625,000	25,693,000

City of Petersburg
Rate Study Update 2024 / 2025

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
Base Case (Without PILOT)		1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28	1-Jul-29
Effective Date		11.00%	11.00%	11.00%	8.00%	8.00%
Percentage Revenue Increase	0.00%	11.00%	11.00%	11.00%	8.00%	8.00%
Cumulative Percent Increase	0.00%	11.00%	23.21%	36.76%	47.70%	59.52%
System usage growth		1.00%	1.00%	1.00%	1.00%	1.00%
Water and Sewer Revenues						
Residential (8060)						
Water						
Single family	\$ 1,979,973	\$ 2,217,481	\$ 2,483,571	\$ 2,781,504	\$ 3,031,871	\$ 3,304,727
Multi-tenant	1,104,097	1,236,539	1,384,919	1,551,056	1,690,669	1,842,823
Sewer						
Single family	4,348,002	4,869,567	5,453,897	6,108,155	6,657,959	7,257,149
Multi-tenant	2,516,542	2,818,413	3,156,613	3,535,285	3,853,501	4,200,301
Total Residential (8060)	\$ 9,948,614	\$ 11,142,000	\$ 12,479,000	\$ 13,976,000	\$ 15,234,000	\$ 16,605,000
Industrial (8061)	575,972	645,000	722,000	809,000	882,000	961,000
Commercial (8062)	6,788,414	7,603,000	8,515,000	9,537,000	10,395,000	11,331,000
Total Water and Sewer Revenues	\$17,313,000	\$ 19,390,000	\$ 21,716,000	\$ 24,322,000	\$ 26,511,000	\$ 28,897,000
Less: estimated delinquencies for non-payment Residential (8060)						
Single family	(633,000)	(709,000)	(794,000)	(889,000)	(969,000)	(1,056,000)
Multi-tenant	(1,086,000)	(1,216,000)	(1,362,000)	(1,526,000)	(1,663,000)	(1,813,000)
Industrial (8061)	(58,000)	(65,000)	(72,000)	(81,000)	(88,000)	(96,000)
Commercial (8062)	(679,000)	(760,000)	(852,000)	(954,000)	(1,040,000)	(1,133,000)
Total estimated delinquencies for non-payment	(2,456,000)	(2,750,000)	(3,080,000)	(3,450,000)	(3,760,000)	(4,098,000)
Estimated Total Water and Sewer Revenues	\$ 14,857,000	\$ 16,640,000	\$ 18,636,000	\$ 20,872,000	\$ 22,751,000	\$ 24,799,000
Estimated collection rate	85.81%	85.82%	85.82%	85.82%	85.82%	85.82%

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
Estimated Rate Revenues by Customer Type						
Residential	8,229,614	9,217,000	10,323,000	11,561,000	12,602,000	13,736,000
Industrial	517,972	580,000	650,000	728,000	794,000	865,000
Commercial	6,109,414	6,843,000	7,663,000	8,583,000	9,355,000	10,198,000
Total	14,857,000	16,640,000	18,636,000	20,872,000	22,751,000	24,799,000

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	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
3-Year BAN (Without PILOT)						
Effective Date		1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28	1-Jul-29
Percentage Revenue Increase	0.00%	9.50%	9.50%	9.50%	8.75%	6.00%
Cumulative Percent Increase	0.00%	9.50%	19.90%	31.29%	42.78%	51.35%
System usage growth		1.00%	1.00%	1.00%	1.00%	1.00%
Water and Sewer Revenues						
Residential (8060)						
Water						
Single family	\$ 1,979,973	\$ 2,187,827	\$ 2,417,496	\$ 2,671,246	\$ 2,931,764	\$ 3,136,953
Multi-tenant	1,104,097	1,220,003	1,348,074	1,489,574	1,634,846	1,749,267
Sewer						
Single family	4,348,002	4,804,447	5,308,798	5,866,031	6,438,125	6,888,719
Multi-tenant	2,516,542	2,780,723	3,072,632	3,395,149	3,726,265	3,987,061
Total Residential (8060)	\$ 9,948,614	\$ 10,993,000	\$ 12,147,000	\$ 13,422,000	\$ 14,731,000	\$ 15,762,000
Industrial (8061)	575,972	636,000	703,000	777,000	853,000	913,000
Commercial (8062)	6,788,414	7,501,000	8,289,000	9,159,000	10,052,000	10,756,000
Total Water and Sewer Revenues	\$17,313,000	\$ 19,130,000	\$ 21,139,000	\$ 23,358,000	\$ 25,636,000	\$ 27,431,000
Less: estimated delinquencies for non-payment						
Residential (8060)						
Single family	(633,000)	(699,000)	(773,000)	(854,000)	(937,000)	(1,003,000)
Multi-tenant	(1,086,000)	(1,200,000)	(1,326,000)	(1,465,000)	(1,608,000)	(1,721,000)
Industrial (8061)	(58,000)	(64,000)	(70,000)	(78,000)	(85,000)	(91,000)
Commercial (8062)	(679,000)	(750,000)	(829,000)	(916,000)	(1,005,000)	(1,076,000)
Total estimated delinquencies for non-payment	(2,456,000)	(2,713,000)	(2,998,000)	(3,313,000)	(3,635,000)	(3,891,000)
Estimated Total Water and Sewer Revenues	\$ 14,857,000	\$ 16,417,000	\$ 18,141,000	\$ 20,045,000	\$ 22,001,000	\$ 23,540,000
Estimated collection rate	85.81%	85.82%	85.82%	85.82%	85.82%	85.82%

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
Estimated Rate Revenues by Customer Type						
Residential	8,229,614	9,094,000	10,048,000	11,103,000	12,186,000	13,038,000
Industrial	517,972	572,000	633,000	699,000	768,000	822,000
Commercial	6,109,414	6,751,000	7,460,000	8,243,000	9,047,000	9,680,000
Total	14,857,000	16,417,000	18,141,000	20,045,000	22,001,000	23,540,000

City of Petersburg
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	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
3-Year BAN (Without PILOT) - Multi-Family Sensitivity						
Effective Date		1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28	1-Jul-29
Percentage Revenue Increase	0.00%	8.00%	8.00%	8.00%	8.00%	6.00%
Cumulative Percent Increase	0.00%	8.00%	16.64%	25.97%	36.05%	44.21%
System usage growth		1.00%	1.00%	1.00%	1.00%	1.00%
Water and Sewer Revenues						
Residential (8060)						
Water						
Single family	\$ 1,979,973	\$ 2,158,173	\$ 2,352,416	\$ 2,564,174	\$ 2,795,037	\$ 2,990,674
Multi-tenant	1,104,097	1,203,467	1,311,784	1,429,866	1,558,603	1,667,696
Sewer						
Single family	4,348,002	4,739,327	5,165,884	5,630,901	6,137,874	6,567,490
Multi-tenant	2,516,542	2,743,033	2,989,916	3,259,059	3,552,486	3,801,140
Total Residential (8060)	\$ 9,948,614	\$ 10,844,000	\$ 11,820,000	\$ 12,884,000	\$ 14,044,000	\$ 15,027,000
Industrial (8061)	575,972	628,000	685,000	747,000	814,000	871,000
Commercial (8062)	6,788,414	7,399,000	8,065,000	8,791,000	9,582,000	10,253,000
Total Water and Sewer Revenues	\$17,313,000	\$ 18,871,000	\$ 20,570,000	\$ 22,422,000	\$ 24,440,000	\$ 26,151,000
Less: estimated delinquencies for non-payment						
Residential (8060)						
Single family	(633,000)	(690,000)	(752,000)	(820,000)	(893,000)	(956,000)
Multi-tenant	(362,000)	(395,000)	(430,000)	(469,000)	(511,000)	(547,000)
Industrial (8061)	(58,000)	(63,000)	(69,000)	(75,000)	(81,000)	(87,000)
Commercial (8062)	(679,000)	(740,000)	(807,000)	(879,000)	(958,000)	(1,025,000)
Total estimated delinquencies for non-payment	(1,732,000)	(1,888,000)	(2,058,000)	(2,243,000)	(2,443,000)	(2,615,000)
Estimated Total Water and Sewer Revenues	\$ 15,581,000	\$ 16,983,000	\$ 18,512,000	\$ 20,179,000	\$ 21,997,000	\$ 23,536,000
Estimated collection rate	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Budget	Projected	Projected	Projected	Projected	Projected
Estimated Rate Revenues by Customer Type						
Residential	8,953,614	9,759,000	10,638,000	11,595,000	12,640,000	13,524,000
Industrial	517,972	565,000	616,000	672,000	733,000	784,000
Commercial	6,109,414	6,659,000	7,258,000	7,912,000	8,624,000	9,228,000
Total	15,581,000	16,983,000	18,512,000	20,179,000	21,997,000	23,536,000

31%
64%
36%
69%
63%
37%
57%
3%
39%
10%
10%
10%
10%

Appendix B – Detailed Pro forma Results

Water & Sewer Operating Projection

Petersburg, Virginia

Scenario 1: Base Case

Desc:		Scenario 1: Base Case								
		Actual	Actual	Actual	1	2	3	4	5	6
Fiscal Year:		2022	2023	2024	Budget	Projection	Projection	Projection	Projection	Projection
		2022	2023	2024	2025	2026	2027	2028	2029	2030
Water & Sewer Utility										
1 Revenues										
2	Residential Water & Sewer Charges	4,977,112	8,380,853	8,177,552	8,550,000	9,341,000	10,602,000	12,033,000	13,086,000	14,231,000
4	Industrial Water & Sewer Charges	395,594	561,874	548,244	495,000	589,000	668,000	758,000	824,000	896,000
5	Commercial Water & Sewer Charges	6,667,459	6,114,453	5,966,130	5,834,073	6,934,000	7,870,000	8,933,000	9,715,000	10,566,000
6	Water & Sewer Revenues	12,040,165	15,057,180	14,691,926	14,879,073	16,864,000	19,140,000	21,724,000	23,625,000	25,693,000
7		N/A	25.1%	-2.4%	1.3%	13.3%	13.5%	13.5%	8.8%	8.8%
8 Other Revenues (Non-Service Charge)										
9	Cut off Fees	72,915	43,492	0	0	0	0	0	0	0
10	Delinquent Charges	(283)	(345)	0	0	0	0	0	0	0
11	Recoveries & Rebates	41,764	31,572	0	55,000	55,000	55,000	55,000	55,000	55,000
12	Connection Fees	1,120,001	327,450	433,991	200,000	200,000	200,000	200,000	200,000	200,000
13	Miscellaneous	3,152	824	737	0	0	0	0	0	0
14	Interest Earnings	1,433	19,796	0	0	455,755	548,973	654,553	688,976	446,493
15	Other Revenues (Non-Service Charge)	1,238,982	422,789	434,728	255,000	710,755	803,973	909,553	943,976	701,493
17	Adjustment to ACFR	13,241	(14,911)	0	0	0	0	0	0	0
18	Total Revenues	13,292,388	15,465,058	15,126,654	15,134,073	17,574,755	19,943,973	22,633,553	24,568,976	26,394,493
20 Operating Expenses										
21	Personnel	1,700,684	1,838,859	1,688,561	2,272,755	2,352,301	2,434,632	2,519,844	2,608,039	2,699,320
22	Fringe Benefits	398,205	468,031	312,081	833,607	862,783	892,981	924,235	956,583	990,064
23	Contractual Services	446,123	840,995	1,600,063	1,068,155	1,105,540	1,144,234	1,184,283	1,225,732	1,268,633
24	SCHWA - Wastewater Treatment Services	5,325,145	5,265,512	5,779,367	5,779,367	4,920,162	5,222,995	6,079,968	5,404,136	6,031,405
25	ARWA - Water Purchased for Resale	1,726,868	1,620,032	1,473,572	1,995,117	2,212,693	2,205,318	2,238,746	2,197,036	2,234,760
26	Other	630,452	697,510	1,349,434	1,243,188	1,286,700	1,331,734	1,378,345	1,426,587	1,476,517
27	PILOT	0	0	0	867,000	867,000	867,000	867,000	867,000	867,000
28										
29	Adjustment to Audit	0	0	0	0	0	0	0	0	0
30	Total Operating Expenses	10,227,477	10,730,939	12,203,078	14,059,189	13,607,180	14,098,894	15,192,420	14,685,113	15,567,699
31	% Change Total Operating Expenses	N/A	4.9%	13.7%	15.2%	-3.2%	3.6%	7.8%	-3.3%	6.0%
33 Revenues Available for Debt Service										
		3,064,911	4,734,119	2,923,576	1,074,884	3,967,575	5,845,079	7,441,133	9,883,863	10,826,794
35 Existing Debt Service										
36	Existing Debt Service - 2015A VRA	488,434	487,672	486,397	484,609	487,181	488,984	487,897	486,297	489,063
37	Existing Debt Service - 2021 GO	57,982	81,787	75,378	64,776	64,090	52,573	67,205	53,654	54,721
38	Existing Debt Service - Lease	492,927	492,927	492,927	492,927	492,927	492,927	492,927	490,287	243,824
39	Adjustment to Budget	0	0	0	32,572	0	0	0	0	0
40	Upcoming SRF Loan	0	0	0	0	0	159,220	610,086	610,086	610,086
41	Total Existing Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,044,199	1,193,705	1,658,114	1,640,324	1,397,693
42										
43	Total Projected Debt Service	0	0	0	0	0	1,374,797	4,539,517	5,343,910	7,313,603
44										
45	Total Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,044,199	2,568,502	6,197,632	6,984,234	8,711,295
46										
47	Debt Service Coverage (Line 33 / Line 45)	2.95x	4.46x	2.77x	1.00x	3.80x	2.28x	1.20x	1.42x	1.24x
48										
49	SURPLUS (DEFICIT)	2,025,567	3,671,733	1,868,874	0	2,923,376	3,276,577	1,243,501	2,899,629	2,115,499
50										
51										
52	Other One-Time Expenditures (Cash Funded)	0	0	1,583,066	37,971	260,000	260,000	260,000	260,000	260,000
53										
54	New Debt Issuance	0	0	0	0	21,134,000	40,931,000	20,084,000	30,279,000	0
55										
56 Unrestricted Cash										
57	Beginning Cash and Investments	7,705,144	11,434,613	13,848,070	13,059,536	13,021,565	15,684,941	18,701,517	19,685,019	22,324,647
58	-Plus Surplus/(Less Deficit)	2,025,567	3,671,733	1,868,874	0	2,923,376	3,276,577	1,243,501	2,899,629	2,115,499
59	-Plus(Less): Non-Operating Rev/Transfers	787,733	2,001,867	0	0	0	0	0	0	0
60	-Less Use of Cash for Capital	0	0	(1,583,066)	(37,971)	(260,000)	(260,000)	(260,000)	(260,000)	(260,000)
61	-Plus(Less) Adjustment to ACFR	916,169	(3,260,143)	(1,074,342)	0	0	0	0	0	0
62	Ending Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	15,684,941	18,701,517	19,685,019	22,324,647	24,180,146
63	-Less Restricted Cash	0	0	0	0	0	0	0	0	0
64	Ending Unrestricted Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	15,684,941	18,701,517	19,685,019	22,324,647	24,180,146
65										
66	Days Cash on Hand (Line 66/Line 30 x 365)	408	471	391	338	421	484	473	555	567

Water & Sewer Operating Projection

Desc: Scenario 2: Base Case (Without PILOT)

Petersburg, Virginia

Scenario 2: Base Case (Without PILOT)

	Actual	Actual	Actual	1	2	3	4	5	6
Fiscal Year:	2022	2023	2024	Budget	Projection	Projection	Projection	Projection	Projection
				2025	2026	2027	2028	2029	2030
Water & Sewer Utility									
Revenues									
Residential Water & Sewer Charges	4,977,112	8,380,853	8,177,552	8,550,000	9,217,000	10,323,000	11,561,000	12,602,000	13,736,000
Industrial Water & Sewer Charges	395,594	561,874	548,244	495,000	580,000	650,000	728,000	794,000	865,000
Commercial Water & Sewer Charges	6,667,459	6,114,453	5,966,130	5,834,073	6,843,000	7,663,000	8,583,000	9,355,000	10,198,000
Water & Sewer Revenues	12,040,165	15,057,180	14,691,926	14,879,073	16,640,000	18,636,000	20,872,000	22,751,000	24,799,000
	N/A	25.1%	-2.4%	1.3%	11.8%	12.0%	12.0%	9.0%	9.0%
Other Revenues (Non-Service Charge)									
Cut off Fees	72,915	43,492	0	0	0	0	0	0	0
Delinquent Charges	(283)	(345)	0	0	0	0	0	0	0
Recoveries & Rebates	41,764	31,572	0	55,000	55,000	55,000	55,000	55,000	55,000
Connection Fees	1,120,001	327,450	433,991	200,000	200,000	200,000	200,000	200,000	200,000
Miscellaneous	3,152	824	737	0	0	0	0	0	0
Interest Earnings	1,433	19,796	0	0	455,755	571,478	690,551	726,758	468,699
Other Revenues (Non-Service Charge)	1,238,982	422,789	434,728	255,000	710,755	826,478	945,551	981,758	723,699
Adjustment to ACFR	13,241	(14,911)	0	0	0	0	0	0	0
Total Revenues	13,292,388	15,465,058	15,126,654	15,134,073	17,350,755	19,462,478	21,817,551	23,732,758	25,522,699
Operating Expenses									
Personnel	1,700,684	1,838,859	1,688,561	2,272,755	2,352,301	2,434,632	2,519,844	2,608,039	2,699,320
Fringe Benefits	398,205	468,031	312,081	833,607	862,783	892,981	924,235	956,583	990,064
Contractual Services	446,123	840,995	1,600,063	1,068,155	1,105,540	1,144,234	1,184,283	1,225,732	1,268,633
SCHWA - Wastewater Treatment Services	5,325,145	5,265,512	5,779,367	5,779,367	4,920,162	5,222,995	6,079,968	5,404,136	6,031,405
ARWA - Water Purchased for Resale	1,726,868	1,620,032	1,473,572	1,995,117	2,212,693	2,205,318	2,238,746	2,197,036	2,234,760
Other	630,452	697,510	1,349,434	1,243,188	1,286,700	1,331,734	1,378,345	1,426,587	1,476,517
PILOT	0	0	0	867,000	0	0	0	0	0
Adjustment to Audit	0	0	0	0	0	0	0	0	0
Total Operating Expenses	10,227,477	10,730,939	12,203,078	14,059,189	12,740,180	13,231,894	14,325,420	13,818,113	14,700,699
% Change Total Operating Expenses	N/A	4.9%	13.7%	15.2%	-9.4%	3.9%	8.3%	-3.5%	6.4%
Revenues Available for Debt Service	3,064,911	4,734,119	2,923,576	1,074,884	4,610,575	6,230,584	7,492,131	9,914,645	10,822,000
Existing Debt Service									
Existing Debt Service - 2015A VRA	488,434	487,672	486,397	484,609	487,181	488,984	487,897	486,297	489,063
Existing Debt Service - 2021 GO	57,982	81,787	75,378	64,776	64,090	52,573	67,205	53,654	54,721
Existing Debt Service - Lease	492,927	492,927	492,927	492,927	492,927	492,927	492,927	490,287	243,824
Adjustment to Budget	0	0	0	32,572	0	0	0	0	0
Upcoming SRF Loan	0	0	0	0	0	159,220	610,086	610,086	610,086
Total Existing Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,044,199	1,193,705	1,658,114	1,640,324	1,397,693
Total Projected Debt Service	0	0	0	0	0	1,374,797	4,539,517	5,343,910	7,313,603
Total Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,044,199	2,568,502	6,197,632	6,984,234	8,711,295
Debt Service Coverage (Line 33 / Line 45)	2.95x	4.46x	2.77x	1.00x	4.42x	2.43x	1.21x	1.42x	1.24x
SURPLUS (DEFICIT)	2,025,567	3,671,733	1,868,874	0	3,566,376	3,662,082	1,294,499	2,930,411	2,110,705
Other One-Time Expenditures (Cash Funded)	0	0	1,583,066	37,971	260,000	260,000	260,000	260,000	260,000
New Debt Issuance	0	0	0	0	21,134,000	40,931,000	20,084,000	30,279,000	0
Unrestricted Cash									
Beginning Cash and Investments	7,705,144	11,434,613	13,848,070	13,059,536	13,021,565	16,327,941	19,730,022	20,764,521	23,434,932
-Plus Surplus/(Less Deficit)	2,025,567	3,671,733	1,868,874	0	3,566,376	3,662,082	1,294,499	2,930,411	2,110,705
-Plus(Less): Non-Operating Rev/Transfers	787,733	2,001,867	0	0	0	0	0	0	0
-Less Use of Cash for Capital	0	0	(1,583,066)	(37,971)	(260,000)	(260,000)	(260,000)	(260,000)	(260,000)
-Plus(Less) Adjustment to ACFR	916,169	(3,260,143)	(1,074,342)	0	0	0	0	0	0
Ending Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	16,327,941	19,730,022	20,764,521	23,434,932	25,285,637
-Less Restricted Cash	0	0	0	0	0	0	0	0	0
Ending Unrestricted Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	16,327,941	19,730,022	20,764,521	23,434,932	25,285,637
Days Cash on Hand (Line 66/Line 30 x 365)	408	471	391	338	468	544	529	619	628

Water & Sewer Operating Projection

Desc: Scenario 3: 3-Year BAN (Without PILOT)

Petersburg, Virginia

Scenario 3: 3-Year BAN (Without PILOT)

	Actual	Actual	Actual	1	2	3	4	5	6	
Fiscal Year:	2022	2023	2024	Budget	Projection	Projection	Projection	Projection	Projection	
				2025	2026	2027	2028	2029	2030	
Water & Sewer Utility										
1										
2	Revenues									
3	Residential Water & Sewer Charges	4,977,112	8,380,853	8,177,552	8,550,000	9,094,000	10,048,000	11,103,000	12,186,000	13,038,000
4	Industrial Water & Sewer Charges	395,594	561,874	548,244	495,000	572,000	633,000	699,000	768,000	822,000
5	Commercial Water & Sewer Charges	6,667,459	6,114,453	5,966,130	5,834,073	6,751,000	7,460,000	8,243,000	9,047,000	9,680,000
6	Water & Sewer Revenues	12,040,165	15,057,180	14,691,926	14,879,073	16,417,000	18,141,000	20,045,000	22,001,000	23,540,000
7		N/A	25.1%	-2.4%	1.3%	10.3%	10.5%	10.5%	9.8%	7.0%
8	Other Revenues (Non-Service Charge)									
9	Cut off Fees	72,915	43,492	0	0	0	0	0	0	0
10	Delinquent Charges	(283)	(345)	0	0	0	0	0	0	0
11	Recoveries & Rebates	41,764	31,572	0	55,000	55,000	55,000	55,000	55,000	55,000
12	Connection Fees	1,120,001	327,450	433,991	200,000	200,000	200,000	200,000	200,000	200,000
13	Miscellaneous	3,152	824	737	0	0	0	0	0	0
14	Interest Earnings	1,433	19,796	0	0	455,755	549,169	641,156	716,186	445,950
15	Other Revenues (Non-Service Charge)	1,238,982	422,789	434,728	255,000	710,755	804,169	896,156	971,186	700,950
16										
17	Adjustment to ACFR	13,241	(14,911)	0	0	0	0	0	0	0
18	Total Revenues	13,292,388	15,465,058	15,126,654	15,134,073	17,127,755	18,945,169	20,941,156	22,972,186	24,240,950
19										
20	Operating Expenses									
21	Personnel	1,700,684	1,838,859	1,688,561	2,272,755	2,352,301	2,434,632	2,519,844	2,608,039	2,699,320
22	Fringe Benefits	398,205	468,031	312,081	833,607	862,783	892,981	924,235	956,583	990,064
23	Contractual Services	446,123	840,995	1,600,063	1,068,155	1,105,540	1,144,234	1,184,283	1,225,732	1,268,633
24	SCHWA - Wastewater Treatment Services	5,325,145	5,265,512	5,779,367	5,779,367	4,920,162	5,222,995	6,079,968	5,404,136	6,031,405
25	ARWA - Water Purchased for Resale	1,726,868	1,620,032	1,473,572	1,995,117	2,212,693	2,205,318	2,238,746	2,197,036	2,234,760
26	Other	630,452	697,510	1,349,434	1,243,188	1,286,700	1,331,734	1,378,345	1,426,587	1,476,517
27	PILOT	0	0	0	867,000	0	0	0	0	0
28										
29	Adjustment to Audit	0	0	0	0	0	0	0	0	0
30	Total Operating Expenses	10,227,477	10,730,939	12,203,078	14,059,189	12,740,180	13,231,894	14,325,420	13,818,113	14,700,699
31	% Change Total Operating Expenses	N/A	4.9%	13.7%	15.2%	-9.4%	3.9%	8.3%	-3.5%	6.4%
32										
33	Revenues Available for Debt Service	3,064,911	4,734,119	2,923,576	1,074,884	4,387,575	5,713,275	6,615,736	9,154,073	9,540,252
34										
35	Existing Debt Service									
36	Existing Debt Service - 2015A VRA	488,434	487,672	486,397	484,609	487,181	488,984	487,897	486,297	489,063
37	Existing Debt Service - 2021 GO	57,982	81,787	75,378	64,776	64,090	52,573	67,205	53,654	54,721
38	Existing Debt Service - Lease	492,927	492,927	492,927	492,927	492,927	492,927	492,927	490,287	243,824
39	Adjustment to Budget	0	0	0	32,572	0	0	0	0	0
40	Upcoming SRF Loan	0	0	0	0	0	159,220	610,086	610,086	610,086
41	Total Existing Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,044,199	1,193,705	1,658,114	1,640,324	1,397,693
42										
43	Total Projected Debt Service	0	0	0	0	414,396	1,631,361	2,553,904	5,418,711	5,790,216
44										
45	Total Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,458,595	2,825,066	4,212,019	7,059,034	7,187,908
46										
47	Debt Service Coverage (Line 33 / Line 45)	2.95x	4.46x	2.77x	1.00x	3.01x	2.02x	1.57x	1.30x	1.33x
48										
49	SURPLUS (DEFICIT)	2,025,567	3,671,733	1,868,874	0	2,928,980	2,888,208	2,403,718	2,095,039	2,352,343
50										
51										
52	Other One-Time Expenditures (Cash Funded)	0	0	1,583,066	37,971	260,000	260,000	260,000	260,000	260,000
53										
54	New Debt Issuance	0	0	0	0	0	62,065,000	0	50,362,000	0
55										
56	Unrestricted Cash									
57	Beginning Cash and Investments	7,705,144	11,434,613	13,848,070	13,059,536	13,021,565	15,690,545	18,318,753	20,462,471	22,297,510
58	-Plus Surplus/(Less Deficit)	2,025,567	3,671,733	1,868,874	0	2,928,980	2,888,208	2,403,718	2,095,039	2,352,343
59	-Plus(Less): Non-Operating Rev/Transfers	787,733	2,001,867	0	0	0	0	0	0	0
60	-Less Use of Cash for Capital	0	0	(1,583,066)	(37,971)	(260,000)	(260,000)	(260,000)	(260,000)	(260,000)
61	-Plus(Less) Adjustment to ACFR	916,169	(3,260,143)	(1,074,342)	0	0	0	0	0	0
62	Ending Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	15,690,545	18,318,753	20,462,471	22,297,510	24,389,853
63	-Less Restricted Cash	0	0	0	0	0	0	0	0	0
64	Ending Unrestricted Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	15,690,545	18,318,753	20,462,471	22,297,510	24,389,853
65										
66	Days Cash on Hand (Line 66/Line 30 x 365)	408	471	391	338	450	505	521	589	606

Water & Sewer Operating Projection

Desc: Scenario 4: 3-Year BAN (Without PILOT) - Multi Family Sensitivity Scenario (Delinquencies Reduced to 10%)

Petersburg, Virginia

Scenario 4: 3-Year BAN (Without PILOT) - Multi Family Sensitivity Scenario

Actual Fiscal Year:	Actual	Actual	Actual	1	2	3	4	5	6	
2022	2023	2024	Budget	Projection	Projection	Projection	Projection	Projection	Projection	
			2025	2026	2027	2028	2029	2030		
Water & Sewer Utility										
1										
2	Revenues									
3	Residential Water & Sewer Charges	4,977,112	8,380,853	8,177,552	8,550,000	9,759,000	10,638,000	11,595,000	12,640,000	13,524,000
4	Industrial Water & Sewer Charges	395,594	561,874	548,244	495,000	565,000	616,000	672,000	733,000	784,000
5	Commercial Water & Sewer Charges	6,667,459	6,114,453	5,966,130	5,834,073	6,659,000	7,258,000	7,912,000	8,624,000	9,228,000
6	Water & Sewer Revenues	12,040,165	15,057,180	14,691,926	14,879,073	16,983,000	18,512,000	20,179,000	21,997,000	23,536,000
7		N/A	25.1%	-2.4%	1.3%	14.1%	9.0%	9.0%	9.0%	7.0%
8	Other Revenues (Non-Service Charge)									
9	Cut off Fees	72,915	43,492	0	0	0	0	0	0	0
10	Delinquent Charges	(283)	(345)	0	0	0	0	0	0	0
11	Recoveries & Rebates	41,764	31,572	0	55,000	55,000	55,000	55,000	55,000	55,000
12	Connection Fees	1,120,001	327,450	433,991	200,000	200,000	200,000	200,000	200,000	200,000
13	Miscellaneous	3,152	824	737	0	0	0	0	0	0
14	Interest Earnings	1,433	19,796	0	0	455,755	568,979	674,645	755,537	469,143
15	Other Revenues (Non-Service Charge)	1,238,982	422,789	434,728	255,000	710,755	823,979	929,645	1,010,537	724,143
16										
17	Adjustment to ACFR	13,241	(14,911)	0	0	0	0	0	0	0
18	Total Revenues	13,292,388	15,465,058	15,126,654	15,134,073	17,693,755	19,335,979	21,108,645	23,007,537	24,260,143
19										
20	Operating Expenses									
21	Personnel	1,700,684	1,838,859	1,688,561	2,272,755	2,352,301	2,434,632	2,519,844	2,608,039	2,699,320
22	Fringe Benefits	398,205	468,031	312,081	833,607	862,783	892,981	924,235	956,583	990,064
23	Contractual Services	446,123	840,995	1,600,063	1,068,155	1,105,540	1,144,234	1,184,283	1,225,732	1,268,633
24	SCHWA - Wastewater Treatment Services	5,325,145	5,265,512	5,779,367	5,779,367	4,920,162	5,222,995	6,079,968	5,404,136	6,031,405
25	ARIWA - Water Purchased for Resale	1,726,868	1,620,032	1,473,572	1,995,117	2,212,693	2,205,318	2,238,746	2,197,036	2,234,760
26	Other	630,452	697,510	1,349,434	1,243,188	1,286,700	1,331,734	1,378,345	1,426,587	1,476,517
27	PILOT	0	0	0	867,000	0	0	0	0	0
28										
29	Adjustment to Audit	0	0	0	0	0	0	0	0	0
30	Total Operating Expenses	10,227,477	10,730,939	12,203,078	14,059,189	12,740,180	13,231,894	14,325,420	13,818,113	14,700,699
31	% Change Total Operating Expenses	N/A	4.9%	13.7%	15.2%	-9.4%	3.9%	8.3%	-3.5%	6.4%
32										
33	Revenues Available for Debt Service	3,064,911	4,734,119	2,923,576	1,074,884	4,953,575	6,104,085	6,783,224	9,189,424	9,559,444
34										
35	Existing Debt Service									
36	Existing Debt Service - 2015A VRA	488,434	487,672	486,397	484,609	487,181	488,984	487,897	486,297	489,063
37	Existing Debt Service - 2021 GO	57,982	81,787	75,378	64,776	64,090	52,573	67,205	53,654	54,721
38	Existing Debt Service - Lease	492,927	492,927	492,927	492,927	492,927	492,927	492,927	490,287	243,824
39	Adjustment to Budget	0	0	0	32,572	0	0	0	0	0
40	Upcoming SRF Loan	0	0	0	0	0	159,220	610,086	610,086	610,086
41	Total Existing Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,044,199	1,193,705	1,658,114	1,640,324	1,397,693
42										
43	Total Projected Debt Service	0	0	0	0	414,396	1,631,361	2,553,904	5,418,711	5,790,216
44										
45	Total Debt Service	1,039,344	1,062,386	1,054,702	1,074,884	1,458,595	2,825,066	4,212,019	7,059,034	7,187,908
46										
47	Debt Service Coverage (Line 33 / Line 45)	2.95x	4.46x	2.77x	1.00x	3.40x	2.16x	1.61x	1.30x	1.33x
48										
49	SURPLUS (DEFICIT)	2,025,567	3,671,733	1,868,874	0	3,494,980	3,279,018	2,571,206	2,130,390	2,371,536
50										
51										
52	Other One-Time Expenditures (Cash Funded)	0	0	1,583,066	37,971	260,000	260,000	260,000	260,000	260,000
53										
54	New Debt Issuance	0	0	0	0	0	0	62,065,000	0	50,362,000
55										
56	Unrestricted Cash									
57	Beginning Cash and Investments	7,705,144	11,434,613	13,848,070	13,059,536	13,021,565	16,256,545	19,275,563	21,586,769	23,457,159
58	-Plus Surplus/(Less Deficit)	2,025,567	3,671,733	1,868,874	0	3,494,980	3,279,018	2,571,206	2,130,390	2,371,536
59	-Plus(Less): Non-Operating Rev/Transfers	787,733	2,001,867	0	0	0	0	0	0	0
60	-Less Use of Cash for Capital	0	0	(1,583,066)	(37,971)	(260,000)	(260,000)	(260,000)	(260,000)	(260,000)
61	-Plus(Less) Adjustment to ACFR	916,169	(3,260,143)	(1,074,342)	0	0	0	0	0	0
62	Ending Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	16,256,545	19,275,563	21,586,769	23,457,159	25,568,695
63	-Less Restricted Cash	0	0	0	0	0	0	0	0	0
64	Ending Unrestricted Cash and Investments	11,434,613	13,848,070	13,059,536	13,021,565	16,256,545	19,275,563	21,586,769	23,457,159	25,568,695
65										
66	Days Cash on Hand (Line 66/Line 30 x 365)	408	471	391	338	466	532	550	620	635

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CITY COUNCIL
MEETING

OCTOBER 7,
2025



Staff Presentation:

Overview of Sign Ordinance and
Proposed Amendments

Background

- May, 2025 – Present – Planning Staff have been working on proposed amendments to sign ordinance to address recurring issues and questions relating to signs
- July 10, 2025 – Planning Commission recommended approval of draft amendment to sign ordinance
- September 16, 2025 – City Council held public hearing on proposed amendment and action was deferred pending additional consideration

Sign Regulations - General

- Purpose: To permit and regulate all signs.. in such a manner as to protect property values, promote neighborhood character and stability, ensure safety on the streets by minimizing obstruction of vision or confusion of those utilizing the streets, promote clarity in the transmission of sign information, and to facilitate the creation of an attractive and harmonious community
- Sign Permits: Prior to the erection, installation, placement, or alteration of any sign, a permit application an application is required with information on dimensions, height, location, illumination, structural support, etc.
- Exemptions: Signs for address or hours of operation, signs for government buildings or with public information from city, for sale/lease signs, warning signs, home occupation signs, construction signs, historic markers, yard sale signs, seasonal agricultural sale signs, political signs during campaign season, sandwich board signs *subject to maximum sizes*

Sign Regulations – General

- **Prohibited Signs:** Signs simulating or confusing traffic management, flashing signs, signs consisting of moving parts, illuminated signs causing glare on neighboring properties, signs on trees, utility poles, towers, roof signs, signs advertising illegal activity, off-premise signs
- **Maintenance:** All signs, including structural supports and equipment shall be maintained in good structural condition, free of holes, rotting, peeling paint, and general decay. The area surrounding a sign should be free of weeds, trash, and other debris. Failure to maintain signs is considered a zoning violation and possible building code violation
- **Abandonment:** A sign which advertises an activity, business, product or service no longer produced or conducted on the premises where the sign is located may remain in place for not more than 90 days from the date of vacancy by the tenant or owner previously occupying the premises on which the sign is located

Sign Regulations – General

- Sign Size: The total area of signage allowed for any property varies by zoning district; 150 sf for B-2, 125 sf for B-3, 3 sf per linear foot of building frontage in M-1 and M-2; one sign up to 16 sf allowed for subdivisions and non-residential uses in residential districts
- Calculation of area: The entire area within a circle, semicircle, triangle, rectangle, parallelogram, or trapezoid enclosing all elements of the matter displayed, excluding frames and columns or uprights on which the sign is placed. For double faced signs, area of only one face is calculated if faces are parallel and no more than two feet apart; otherwise, each face counts toward area
- Height: Freestanding signs cannot exceed 25 feet in height

Window Signs - Current

- Definition of sign says “A sign shall not include a similar structure or device located within a building, except illuminated signs within show windows”
- Only illuminated advertising on windows or doors count as signs under this definition; all other advertising is exempt from regulations and permit requirements and do not factor into overall area allowed for on-site signage
- Staff receive complaints about overabundance of advertising on windows in certain locations, but are unable to require permits, enforce any limits
- According to Journal of Retailing, window transparency tends to increase consumer comfort, interest, and the likelihood of entering a store; transparent windows increase attractiveness, enhance natural light, reduce visual complexity of environment

Window Signs Proposed

- Amend definition of sign to remove exemption for non-illuminated advertising on windows
- Introduce definition of window sign: "Any sign visible outside the window and attached to or within eighteen (18) inches in front of or behind the surface of a window or door"
- Permanent window signs are permitted, provided that the aggregate area of all window signs on each window or door does not exceed twenty (20) percent of the window or door
- Potential alternative(s): Consider different percentage (e.g. 25, 50, 75) for window coverage, limit coverage maximums to Historic Districts and/or B-3 (downtown) District, rephrase requirement to speak directly to transparency rather than sign area

Sail/Flag Signs - Current

- Language is unclear: Prohibited except “Pennants, flags, and banners, when not part of any sign, even if attached to the poles or other supporting elements of the sign face, however, are allowed in the B-2, General Commercial, and B-3, Central Commercial Districts, provided such devices are connected to a rope or wire that is attached securely at both ends or attached directly to a supporting pole; otherwise such devices, when not part of any sign, are prohibited in any district”
- Complaints received about visual clutter, quality of materials, durability, and safety hazards

Sail/Flag Signs Proposed

- Introduce clear definition: “*Sign, sail*. Also called a feather flag or flag sign; a type of banner typically constructed out of cloth, varying in size, shape, and color, that is attached to a staff or cord for the length of its vertical edge”
- Add sail signs to list of prohibited sign types
- Potential alternative: Allow sail signs occasionally on commercial properties subject to permit and with limits on quantity, size, placement, height, and period of time (e.g. sign(s) can be placed for up to 30 days on no more than 4 occasions per calendar year)

Signs in B-1 District - Current

- During rezoning to B-1, Shopping Center District, Applicant is required to provide plan of use and development, including regulations for signs and advertising devices
- There is no guidance in the Zoning Ordinance for how to permit signs in the B-1 District if there is not a plan on record with specific regulations
- New owners and tenants of B-1 properties face unclear rules when seeking sign permits; historically, Zoning Administrator determination has been to use rules for B-2 District, but properties in B-1 District are significantly larger and have advertising needs for both overall center and the individual tenants

B-1 Signs Proposed

- Introduce new standard: “For properties in the B-1 District without an approved plan for signage, signs shall be limited to no more than two (2) square feet per linear foot of building frontage per individual tenant for wall signs and no more than one hundred fifty (150) for freestanding signage for the total shopping center”
- Proposed language provides guidance for individual businesses locating in existing shopping centers and new owners who may be interested in redeveloping/rehabilitating overall shopping centers

Sign Reface - Current

- Sign permits costing \$150.00 are required for all alterations to existing signs, including face/panel replacements which involve no change to dimensions or structural supports
- Simple face replacements using existing supports require significantly less review by staff during permitting process

Sign Reface - Proposed

- Define Sign Reface: “Removing and replacing, restoring, repainting, or repairing a sign face within or supported by an existing structure or cabinet. A reface does not include any structural addition or expansion to the sign structure or cabinet”
- Amend fee schedule to add \$50.00 permit review fee for sign refacing
- Potential alternative: Many localities do not require permits for sign refacing

Goals

- Attractive signage promotes civic pride and enhances community character; signs elevate the appearance of the city and create a sense of place
- Comprehensive Plan encourages improvement to signs in the city, especially in Corridor Commercial areas
- With upcoming development and anticipated redevelopment along major corridors, recommending focus on attractive and consistent signage throughout city

Questions for staff?

City of Petersburg, VA Rate Study Update – 2024-2025

October 7, 2025

Agenda

- Introductions
- Background
- Drivers for Rate Adjustments
- Scenario Planning Overview
- Bill Comparisons
- Typical Residential Bill and Affordability

Background

- In Fall 2024, the City of Petersburg (the “City”) formally engaged Jacobs and Davenport & Company LLC to perform the 2024-2025 Water and Sewer Rate Study Update (the “Rate Study”).
- The Rate Study is the fourth in a series of rate studies undertaken by the City since 2017 as a part of its return to fiscal health.
- Undertaking the Rate Study is a ‘Best Practice’ that has historically provided City Council and Staff with information necessary to make informed decisions in maintaining the City’s Utility System in good order and ensuring its finances remain self-supporting (i.e., not reliant on the General Fund for financial support).

Drivers for Rate Analysis

- Deferred water and sewer capital infrastructure investments total approximately \$190 Million. Of this amount, approximately \$130 million is anticipated to be funded with general obligation debt and low interest state revolving fund loans.
- Debt funding can help minimize rate increases because costs are spread-out over time – promoting intergenerational equity.
- Eliminating the Water / Sewer Fund Payment in Lieu of Taxes (or “PILOT”) helps to allocate resources to capital projects.
- The last rate increase was in 2019, and grants helped supplement water / sewer fund revenues.
- Due to the COVID pandemic in 2020, the City implemented a policy that prevented water shut offs for non-payment. This policy was rescinded in 2023.
- Systemwide, the water and sewer collection rates are reported to be approximately 85%.

Overview of the Scenarios

■ Scenario 1

- Considers long-term debt funding for CIP,
- Continuation of approximately \$867,000 PILOT payment to the General Fund.

■ Scenario 2

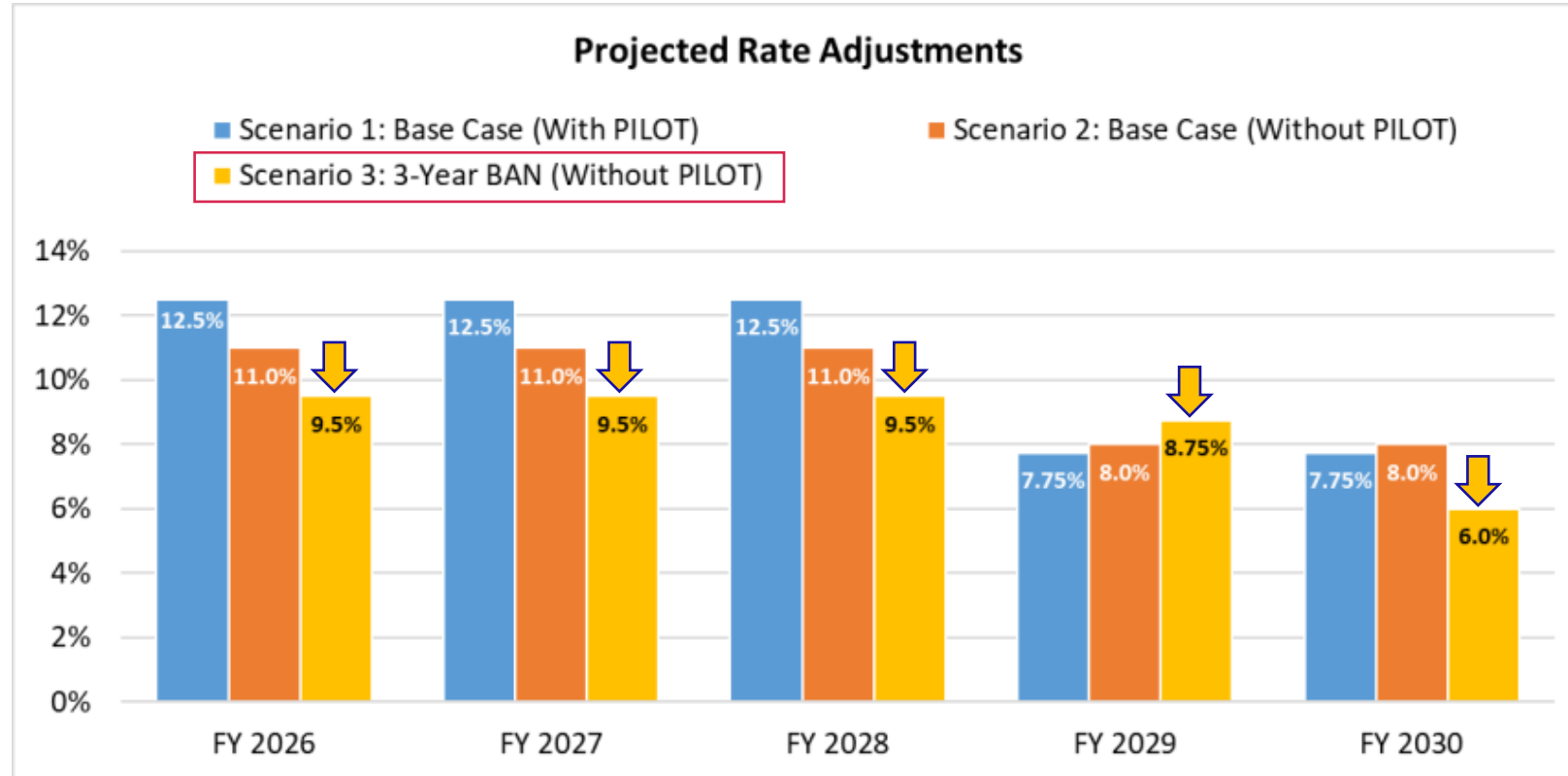
- Considers long-term debt funding for CIP,
- No PILOT is assumed in FY 2026 and beyond.

■ Scenario 3 (recommended)

- Same as Scenario 2, but with strategic use of interim (short-term) financing in the form of a 3-year BAN followed by a permanent bond issuance.

Rate Adjustments

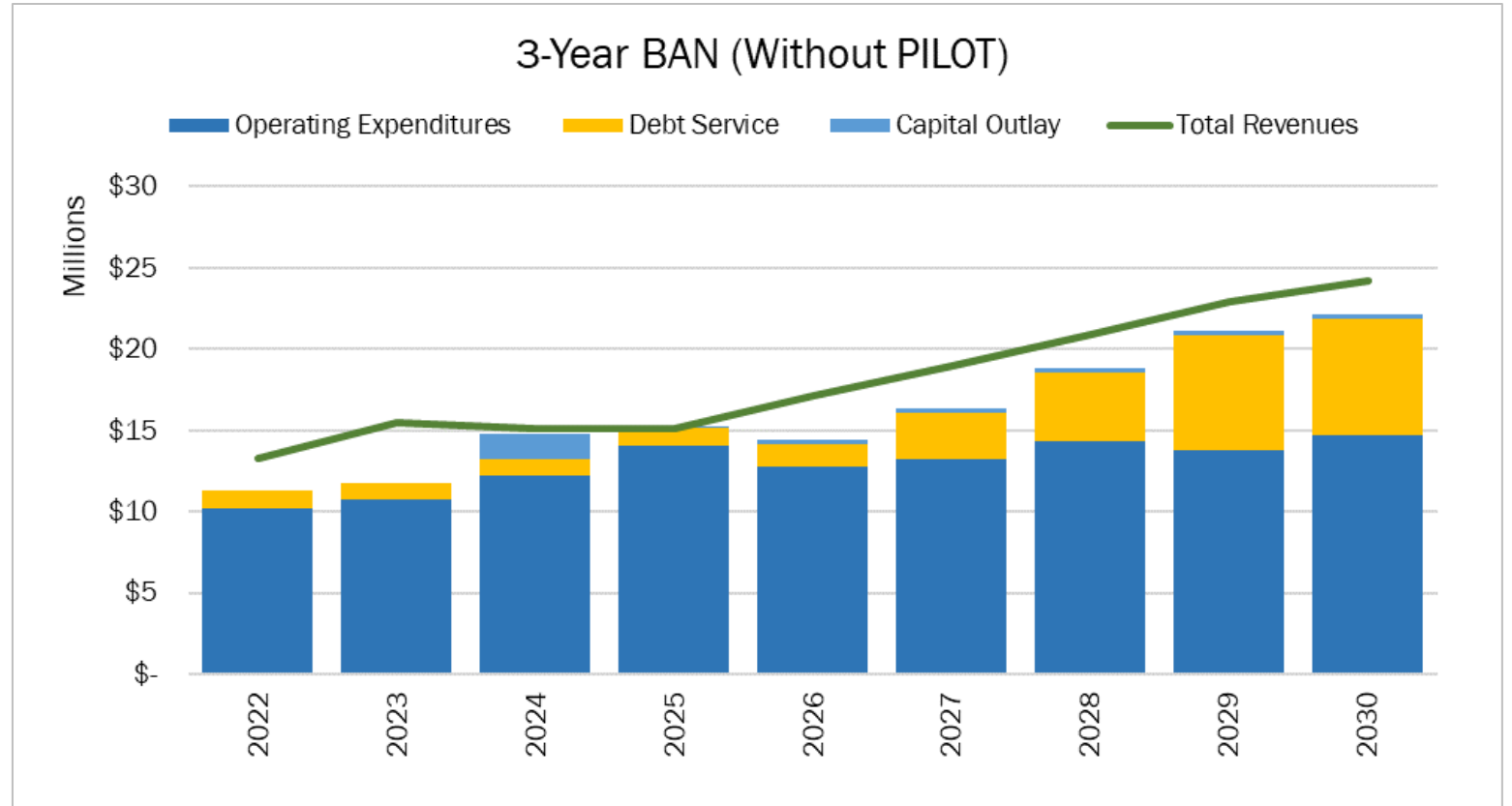
- Scenario 1 resulted in the highest level of rate increases because of the PILOT.
- Scenario 2 resulted in a lower level of rate increases without PILOT.
- **Scenario 3 (recommended)** provides the lowest level of rate increases without the PILOT and with the strategic use of interim (short-term) financing.



- Jacobs recommends that the City implement **Scenario 3 with a 5-year Rate Plan**, which includes 9.5% rate increase in FY 2026 and planned rate increases as shown above in FY 2027 through FY 2030.
 - Note that the above 5-year Rate Plan is to be a “rolling” 5-year plan that is evaluated each year and based upon actual results, the planned rates to be adopted in future years may change.

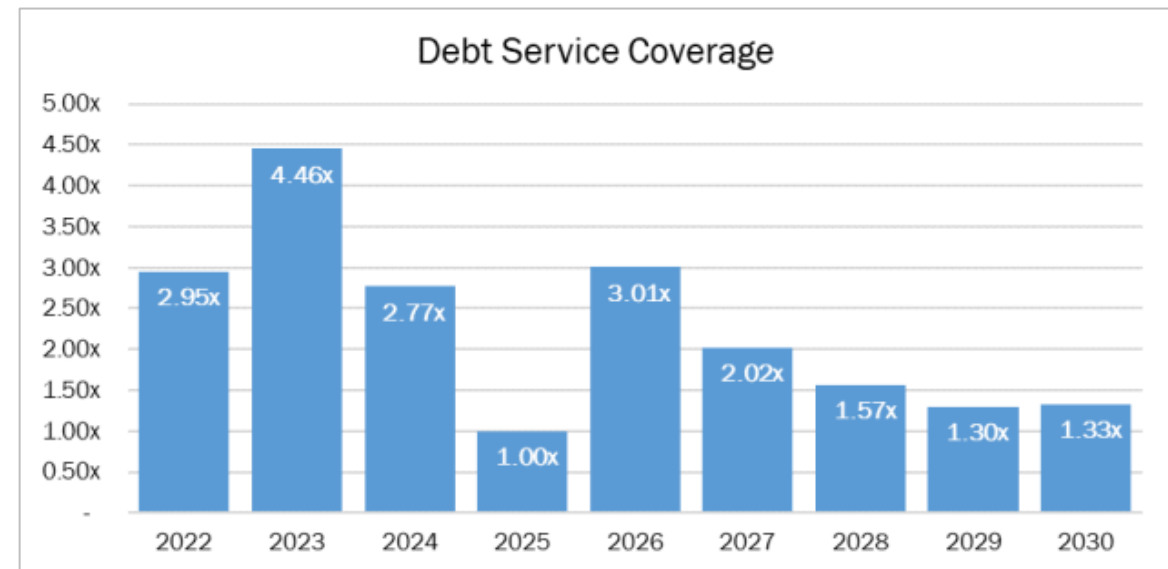
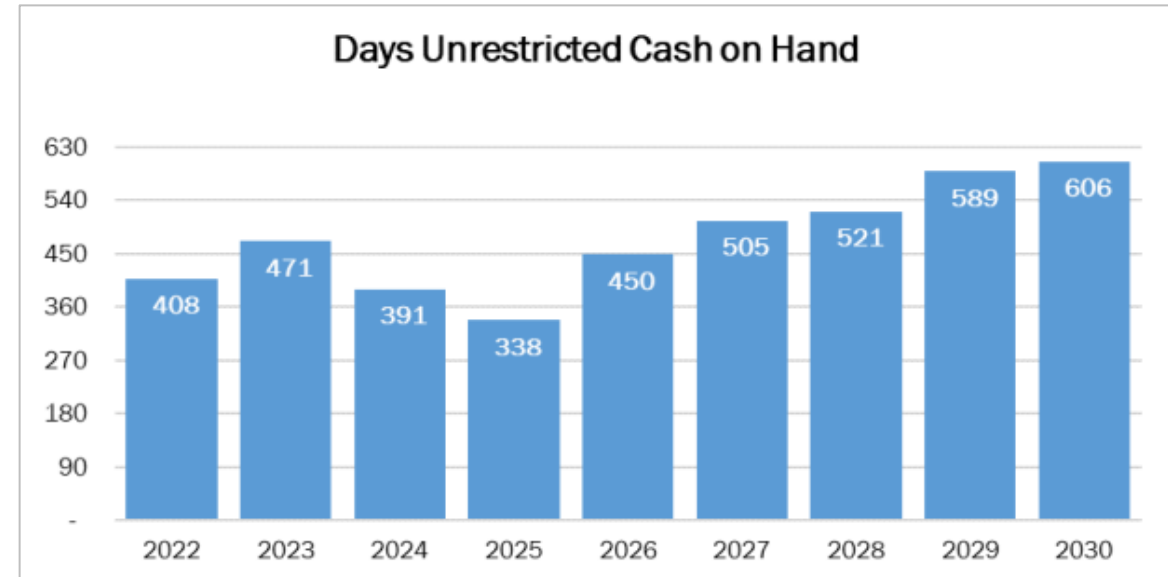
Financial Summary of Scenario 3

- Operating Expenditures are projected to increase to \$14.7M by 2030.
- City costs assume 3.5% annual inflation.
- Cost projections for SCWWA and ARWA are based on their budgets.
- Annual debt service increases from approximately \$1M in 2025 to \$7M in 2030.



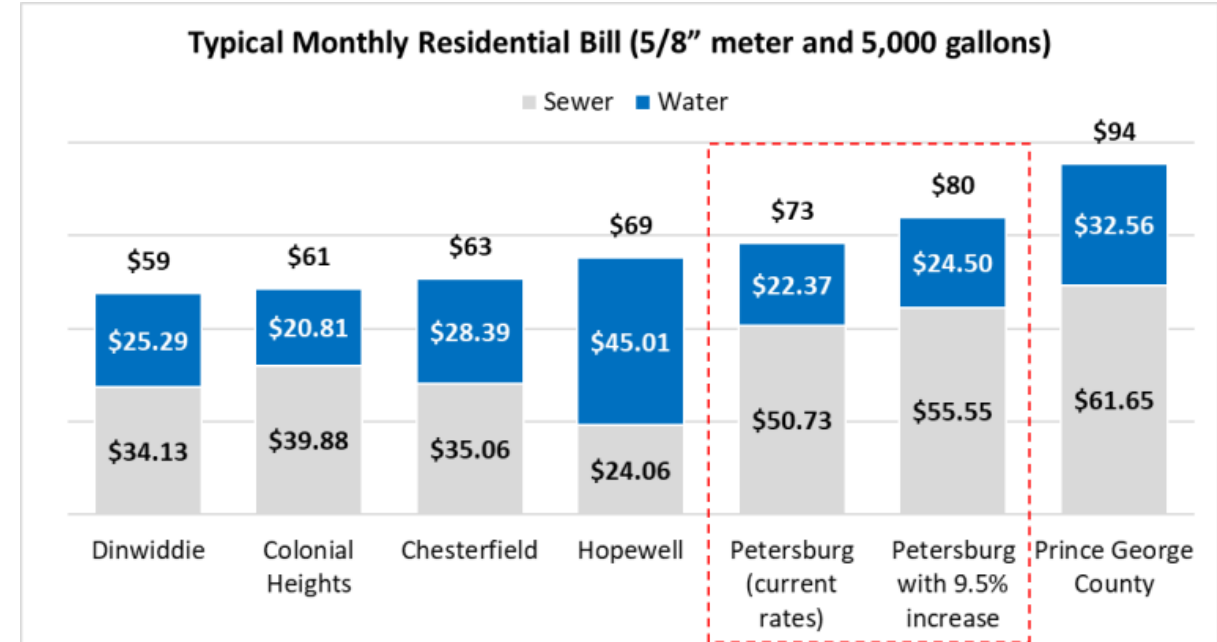
Summary of Scenario 3 (continued)

- The projected rate increases help the Utility Department achieve and maintain financial performance and metrics needed to support debt funding.



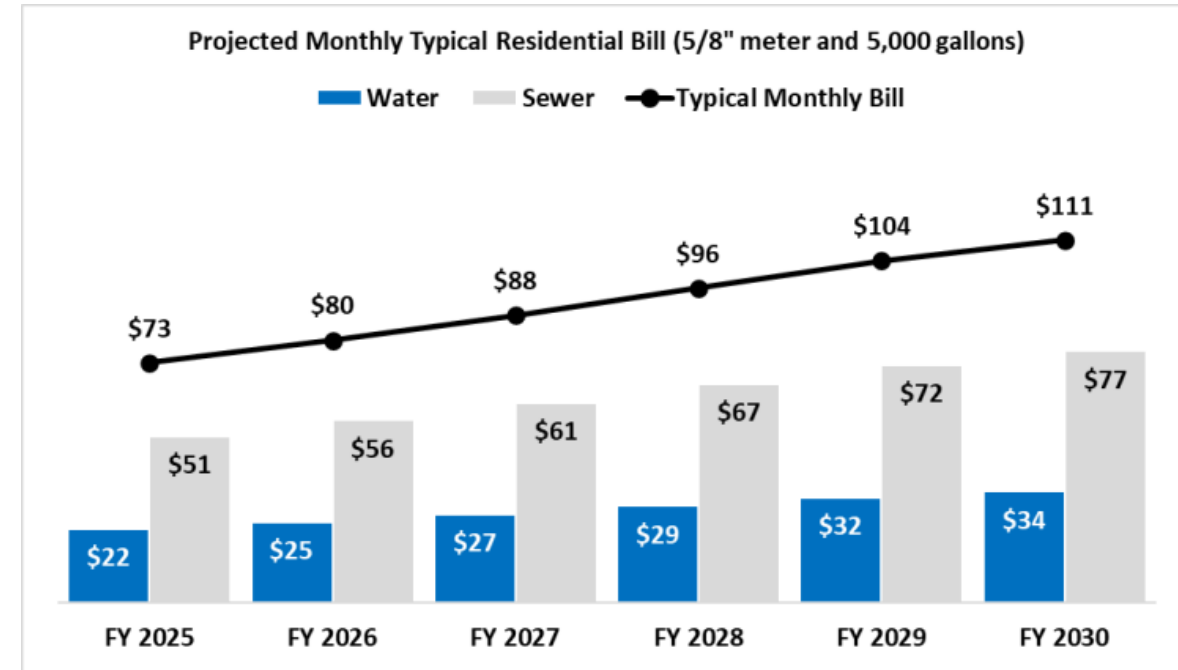
Bill Comparison

- Compared to neighboring localities:
 - Average total typical residential bill is approximately \$70 per month, based on current rates.
 - Other localities may also be in the process of adjusting rates.
- For Petersburg customers, a 9.5% rate increase proposed under Scenario 3 translates to approximately \$7.50 per month for a typical residential bill.



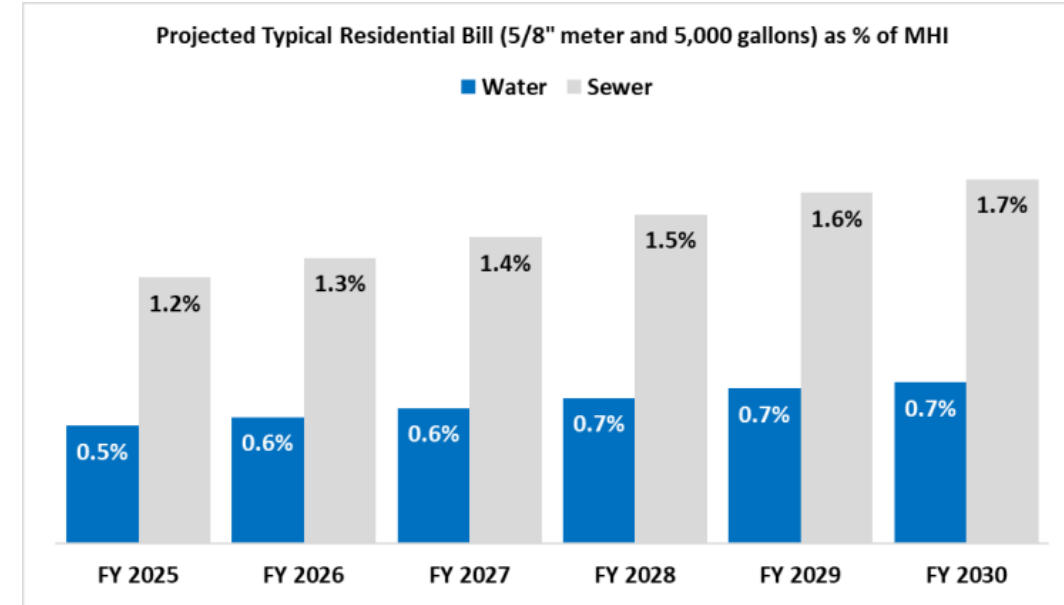
Petersburg Typical Residential Bill Impact and Affordability

- Under Scenario 3, over the next five years, on average the typical residential bill will increase as follows:
 - \$2.30 per month for water
 - \$5.21 per month for sewer
 - \$7.51 per month total water and sewer



Petersburg Typical Residential Bill Impact and Affordability

- According to US Census:
 - Media Household Income (MHI) was \$46,930 in 2022, and adjusted for inflation assuming 2% per year, MHI is estimated to be \$49,900 in 2025.
- Typical residential bill as % of MHI:
 - For water, less than 1% compared to EPA's affordability threshold of 2% for water.
 - For sewer, currently 1.2% but increases to 1.7%, compared to EPA's affordability threshold of 2% for sewer.
 - On a combined basis the City's total water and sewer residential bill is projected to reach 2.4% of MHI. This level is less than the combined 4% affordability threshold



Key Findings and Recommendation

- The last increase went into effect July 1, 2019, and was applied to water and sewer rates. Over the past 5-years, the City has received grant funding for several capital projects, which as helped to avoid rate increases.
- Based on the Annual Comprehensive Financial Reports (ACFRs) for the past several years, it is observed that the Water and Sewer Fund accounts receivable and allowance of uncollectibles have increased year over year.
- During 2020, the City implemented a policy that prevented water shut offs for non-payment. This policy was rescinded in 2023.
- Systemwide, the water and sewer collection rates are estimated to be approximately 85%. Improvement to collection rate could be achieved for some master meter multifamily accounts. The collection rates for single family, commercial and industrial accounts are estimated to be between 90% - 95%.

Key Findings and Recommendation (continued)

- Economic development requires investment in capital infrastructure to provide water and sewer services.
- Based on evaluation of audited FY 2024 financial information prepared by the City, continuation of PILOT payments is not recommended, and water and sewer utility resources can be used for capital infrastructure investments.
- The Water and Sewer CIP identifies significant capital infrastructure investment in response to deferred maintenance and recent economic development. To help fund the capital requirements, the Pro forma analysis evaluated several debt financing options.
- Based on the funding options considered, using strategic interim financing (via a 3-year BAN) followed by permanent GO Bond issuances provides the least amount of impact to rate increases compared to the other scenarios.
- Adopt a “rolling” 5-year Rate Plan based on Scenario 3 that includes the FY 2026 rate increase of 9.5% and planned rates for FY 2027 through FY 2030.

Thank You!


Jacobs

Challenging today.
Reinventing tomorrow.



The Department of Public Works and Utilities

City of Petersburg VIRGINIA



Public Works & Utilities Update
October 7, 2025

Husting Court Repairs



- Husting Court Repairs
 - Ceiling repair & painting project completed



Commonwealth Attorney Building



- Completed masonry work on the Commonwealth Attorney Building



City Wide Cleanup Results



- Below are the results of the September 27, 2025 Citywide Cleanup

Location	# Vehicles	Lbs	Tons
Cool Springs Elementary School	15	4,320	2.16
Pleasants Lane Elementary School	15	3,300	1.65
Peabody Middle School	21	1,960	0.98
Pittman Annex	6	2,620	1.31
Blandford School	10	5,440	2.72
Legends Park	42	9,900	4.95
	109	27,540	13.77

- In the process of planning a shredding event is being planned in November

2025 Fall Leaf Pick-Up Schedule



- *The City's Public Works Department Annual Fall Leaf Pick Up Program begins Monday, **November 17, 2025**, and will conclude on **January 23, 2026**. The city will provide one round of leaf vacuuming in each ward.*

The dates are as follows:

- **Ward 5 - November 17th – November 21st**
 - **Ward 6 - November 24th – November 28th (Excludes Thanksgiving Holiday)**
 - **Ward 7 - December 1st – December 5th**
 - **Ward 1 - December 8th – December 12th**
 - **Ward 4 - December 15th – December 19th**
 - **Ward 2 - December 22nd – January 2, 2026 (Excludes Christmas & New Year's Holidays)**
 - **Ward 3 - January 5, 2026 – January 23, 2026**
- *During the vacuum dates, residents are reminded to rake leaves into a pile between the sidewalks and the curb/shoulder of the road and not to rake them into the streets and/or ditches. Bulky material such as brush and tree limbs should not be mixed in with the leaves.*
 - *Residents who miss their scheduled vacuum dates should bag their leaves. Meridian Waste Tri-City MRF will pick up 60 bags of leaves on your assigned trash day. The bags must be tied and placed on the curb. For additional information regarding bagged leaves, please contact Meridian Waste Tri-City MRF at (804) 425-0500.*
 - *Vacuum leaf collection services will be offered to residents who miss their assigned leaf collection time frame or do not bag their leaves for a FEE OF \$75 PER LOAD. For information about this service, please call Street Operations at (804) 733-2415.*
 - *Currently posted on the city's website.*

September Paving & Milling



- Milling & Paving completed at night by Colony Construction in the month of September included:

DAY	CREWS		
	COLONY PAVING	COLONY MILLING	ADDITIONAL CREW
Wednesday 9/24/2025		City of Petersburg Halifax Rd. - NIGHT OPERATIONS From RR Tracks to Flank Rd. Powhatan and Other Eradication, Tie In Milling, & 0 - 2" Milling Flagging w/ Rumble Strips & Pilot Truck 4	
PLANT			
TASK/QUANTITY			
TRAFFIC CONTROL			
TRUCKS			
Thursday 9/25/2025	City of Petersburg Halifax Rd. - NIGHT OPERATIONS From RR Tracks to Flank Rd. Powhatan 265 T BM 25.0A, 160 T SM 12.5A(F) Flagging w/ Rumble Strips & Pilot Truck 7	City of Petersburg Halifax Rd. - NIGHT OPERATIONS From RR Tracks to Flank Rd. Powhatan and Other 0 - 2" Milling Flagging w/ Rumble Strips & Pilot Truck 4	
PLANT			
TASK/QUANTITY			
TRAFFIC CONTROL			
TRUCKS			
Sunday 9/28/2025	City of Petersburg Halifax Rd. - NIGHT OPERATIONS From RR Tracks to Flank Rd. Powhatan 500 T SM 12.5A(F) Flagging w/ Rumble Strips & Pilot Truck 8	City of Petersburg Halifax/Wells/S. Level Rd. - NIGHT OPERATIONS From Defense Rd. to Vaughn Rd. Powhatan and Other 0 - 2" Milling Flagging w/ Rumble Strips & Pilot Truck 4	
PLANT			
TASK/QUANTITY			
TRAFFIC CONTROL			
TRUCKS			
Monday 9/29/2025	City of Petersburg Halifax Rd. - NIGHT OPERATIONS From RR Tracks to Flank Rd. Powhatan 415 T SM 12.5A(F) Flagging w/ Rumble Strips & Pilot Truck 7	City of Petersburg Wells Rd. - NIGHT OPERATIONS From Defense Rd. to Vaughn Rd. Powhatan and Other 0 - 2" Milling Flagging w/ Rumble Strips & Pilot Truck 4	City of Petersburg Ann St. From S. Jones St. to Federal St. Other Excavation and Stone Placement Road Closure 1
PLANT			
TASK/QUANTITY			
TRAFFIC CONTROL			
TRUCKS			

- Updates regarding upcoming milling & paving provided by the Colony Construction will be included on the City's website

Utilities



- Collaborating with Fire Department on flushing of fire hydrants & any issues with fire hydrants
- Developed and maintain a tracking system for fire hydrants that accumulates the following data:

Hydrant Work Orders

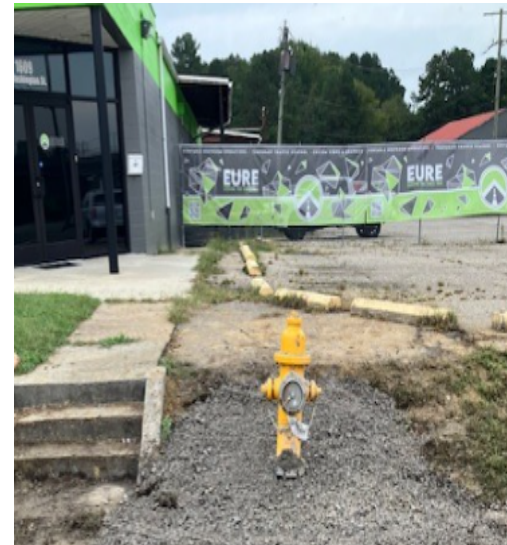
Location	Date Reported	Issue	Work Order Placed	Issue Fixed	Date of Repair	Notes
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- Work orders created & tracked to ensure the status of fire hydrants is known at all times.

2520 County Drive



1609 W Washington St.





Questions?



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 7, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **UVA Presentation - Innovate Petersburg Fund**

PURPOSE: The Weldon Cooper Center at the University of Virginia will be presenting on the Innovate Petersburg Fund, a new initiative designed to fuel entrepreneurship and economic growth within the city. The presentation will highlight how the fund will provide early-stage capital and technical support to local startups, small businesses, and innovative projects that strengthen Petersburg's economy. Council members will hear about the fund's structure, the anticipated impact on job creation and business development, and how it aligns with the city's broader goals for revitalization and long-term sustainability. This discussion will also outline potential partnerships and community benefits, ensuring Petersburg residents have access to new opportunities and resources that foster innovation right here at home.

REASON: UVA's Weldon Cooper Center for Public Service will provide a presentation to include comments, statistical data and potential Economic Development strategies.

RECOMMENDATION: N/A

BACKGROUND: The University of Virginia's Weldon Cooper Center for Public Service, the Director and Staff followed up from the introductory presentation (April 16, 2024) and the Phase 1 presentation from (February 4, 2025).

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/7/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. UVA Cooper Center Hotel Study Presentation 10.7.25



Downtown Hotel Market Study

Prepared by
Gregory R. Hanis, ISHC
President
HMI, Inc.

Bryan David
Program Director_Southern Virginia
Virginia Institute of Government

Petersburg City Council

10.7.25



Weldon Cooper Center
for Public Service

HMI, Inc.

- Founded in 1982 Hospitality Marketers International, Inc. (HMI) provides hotel and resort development research services, management and marketing to owners, investors, leaders and operators throughout the United States and Canada.
- Services include:
 - Prepares development market studies, research, and analysis
 - Hotel field research and analysis reports
 - Comprehensive hotel market feasibility analysis
 - Hotel and resort life cycle marketing and operational consulting



DESKTOP HOTEL MARKET STUDY_AUGUST 2025

Objective

- Prepare an overview of the City of Petersburg market and the potential to support the development of a second downtown hotel.
- **Items to be analyzed include:**
 - Overall market characteristics, subject site, economics of the market, lodging demand potential and competitive occupancy.
 - Analysis to present preliminary operational performance of the recommended type, style and size of the researched hotel.

Broader Regional Market

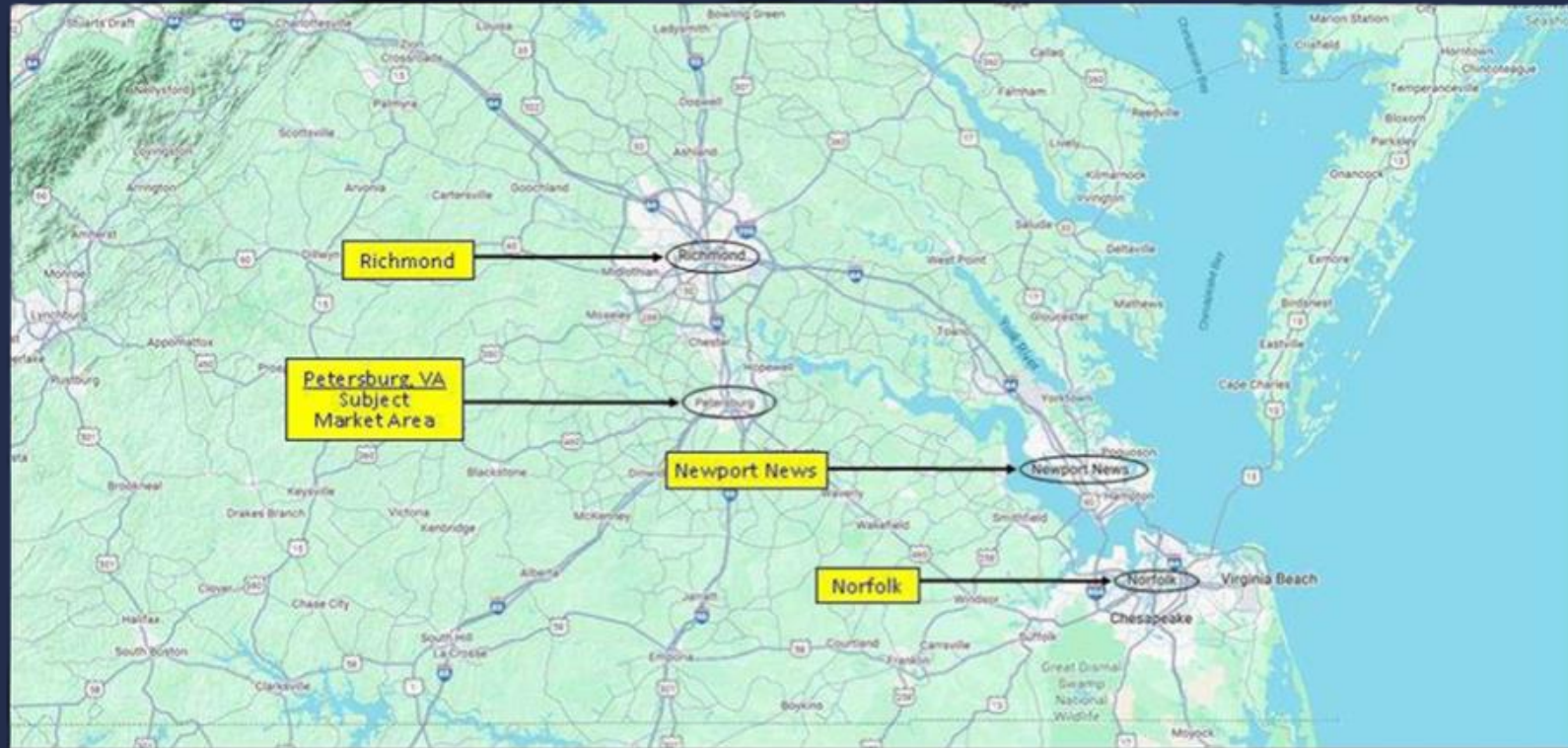


Exhibit 1 — Geographic Relationship of the Subject Market to the Broader Regional Market Including its Relationship to Richmond and Norfolk, Virginia and the Two Major Interstate Highways I-95 and I-85

Downtown Petersburg Market

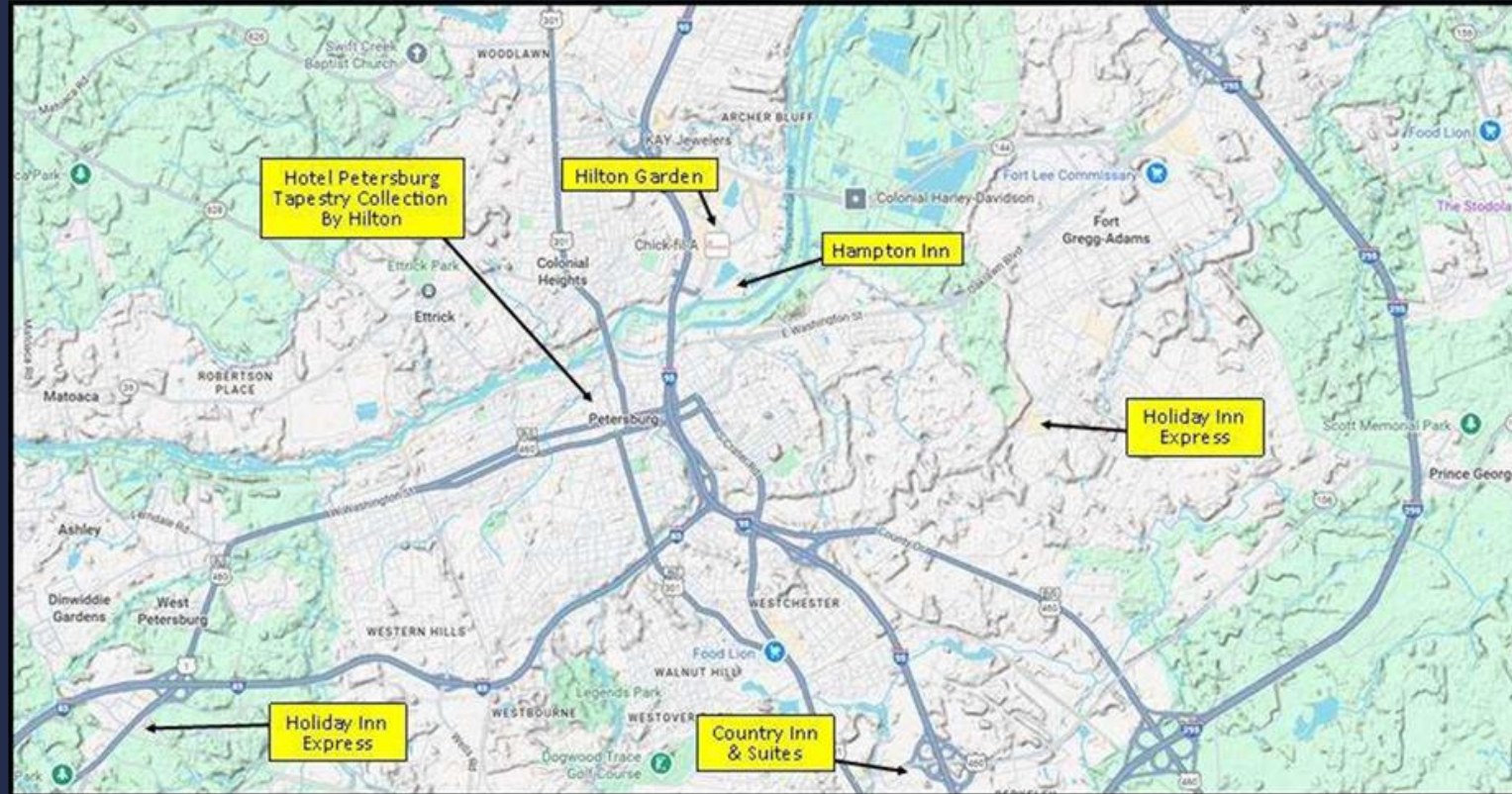


Exhibit 2 — Geographic Relationship of the Downtown Area of Petersburg Including the Primary Competitive Hotels that are Closest to the Downtown Area

General Market Conditions

Location

- Strategic location in east-central Virginia
 - I-95, I-85, US 460 access
 - 24 miles south of Richmond
 - 76 miles northwest of Norfolk
 - 150 miles north of Raleigh
- Closest commercial airport_Richmond International (RIC)
- Significant average daily traffic volumes through the I-95, I-85, and US 460 interchange

Estimated Current Lodging Demand

Customer Segmentation

- Demand comprised of approximately 70% individual and 30% group.
- Individual includes commercial/business travel, leisure/transient, government/military, niche segments (contractors, relocation workers, seasonal).
- Group includes corporate/business, association/professional, SMERF (social, military, educational, religious, and fraternal organizations).

Key Generators (anchors for hotel demand which consistently create room-night demand)

- Virginia State University, Bon Secours Southside Medical Center, pharmaceutical manufacturing cluster, and Fort Lee (not exhaustive list).
- Event venues, conferences, weddings, reunions, trade shows.
- Tourism and cultural attractions such as historic sites, museums, festivals, and recreation areas.

Historic occupancy (the ratio of rooms sold to rooms available, measured over months or years)

- Approximately 65% occupancy rate.
- Average daily room rate is rising (\$86 → \$95; upscale ~\$117).

Lodging Supply and Competition

Petersburg Regional Market (CoStar)

- 25 hotels / 1,448 rooms (majority economy)

Competitive Set for Downtown Market

- 6 hotels / 589 rooms_41% of the total Petersburg market hotel supply
- Average age_16 years
- 1 upscale_Hilton Garden (26% of competitive set rooms)
- 1 upscale hotel_Hotel Petersburg/Tapestry by Hilton (11% of competitive set rooms)
- 4 Upper-Midscale_Country Inn & Suites by Choice Hotels, Hampton Inn, Holiday Inn Express & Suites (2) (63% of competitive set rooms)

Lodging Supply and Competition

Available Hotel Service Style

- **Limited-Service Hotel**
 - Basic accommodations without extensive amenities or full-service offerings.
 - 370 rooms (63% of competitive set).
- **Select-Service Hotel**
 - Fall between limited-service and full-service properties, offering more amenities than the basics but not the full range of services found in upscale or convention hotels.
 - 219 rooms (37% of competitive set).

Downtown Petersburg_Subject Site

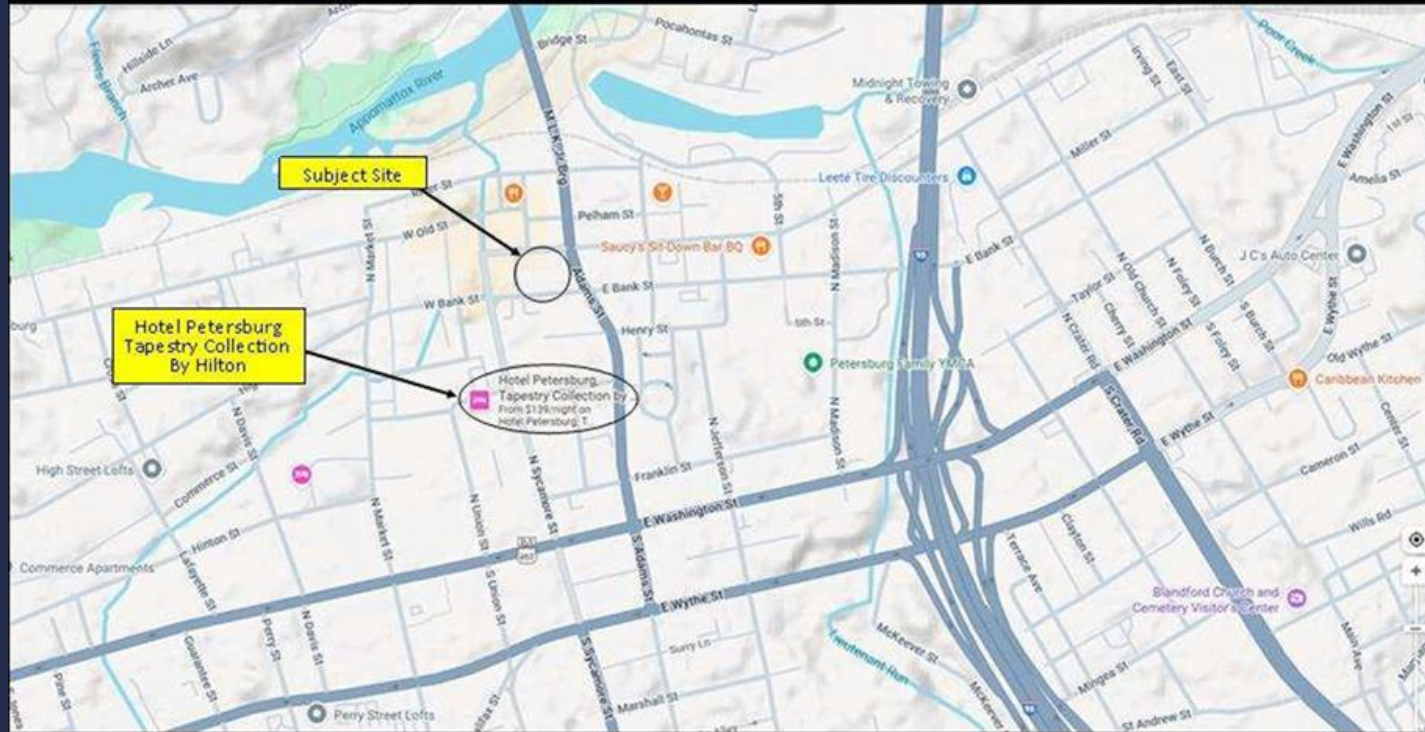


Exhibit 3 — Subject Site in Downtown Petersburg Including the Location of the Hotel Petersburg, Tapestry by Hilton

Potential Property Description

Style

- Upper-Midscale to Upscale Select-Service (possible full-service)

Theme

- Should fit the culture and history of the market and community.

Rooms

- At the present time in Downtown Petersburg, a maximum 90 room hotel could fit the market and profile of the competitive set but could be reduced by the developer to better perform to the market.
- Reducing the number of rooms to less than 60-65 Rooms may make it difficult to attract a major brand affiliation.
- The profitability of a smaller sized hotel may be challenging given the rate positioning identified in the market.

Potential Property Brand

Potential Hotel Brand Affiliations Fitting Property Description

- Choice Hotels International_Ascend Collection, Cambria, Radisson Red
- Hilton_Curio
- Intercontinental Group_Avid, Hotel Indigo
- Marriott_AC, Courtyard, Moxy, Aloft
- Wyndham_Tryp, Wyndham Garden

Analysis

Competitive Pricing Pressures

- Currently, there appears to be *normal rate sensitivity* which refers to how strongly demand for hotel rooms (or other accommodations) responds to changes in room rates (price) in the subject market.
- As the newest hotel in the area, the recommended facility and support services should offer a competitive advantage for the proposed hotel.
- The proposed hotel should be able to attain an average daily room rate that is within the competitive set.

Analysyis

Growth in Occupancy

- Currently, there is only the 200-room Live! Casino Virginia resort hotel being developed which is outside of the downtown area and it would be minimally competitive to the subject hotel.
- This hotel would primarily service casino guests and groups.

Growth in Lodging Demand

- Lodging demand in the report was estimated to grow at 1.0% in 2025, 1.5% in 2026 and 1.75% in years 2027 through 2029.
- Per CoStar, the lodging demand grew at 0.4% through June of this year and a 4.6% increase was forecasted for all of 2025. This was felt to be very aggressive and was scaled back accordingly.

Analysis

Area of Franchise Protection

- A geographic area around a franchised hotel where the franchisor agrees not to license another hotel under the same brand (and sometimes affiliated brands).
- An *Area of Franchise Protection* is advisable if the proposed hotel is affiliated with a brand.
- Operating with a national brand would assist this property in competing with the strong national hotel brands currently in the broader regional competitive set and market.

Thank You

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