City of Petersburg
Virginia

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City Council Meeting

October 21, 2025
Petersburg Library
201 W. Washington Street
Petersburg, VA 23803
5:00 PM

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

City Administration
John "March" Altman, Jr. - City Manager
Anthony Williams - City Attorney
Tangi R. Hill - City Clerk

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1. **Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Determination of the Presence of a Quorum**
5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
   a. Honoring the 75th Anniversary of Club 17, Inc. – Page 4
   b. Extra Mile Proclamation – Page 5
6. **Responses to Previous Public Information Posted**
7. **Presentations**
   a. City of Petersburg Proposed Strategic Plan Presentation — Jane Dittmar, University of Virginia Cooper Center - Virginia Institute of Government – Pages 6-7
8. **Approval of Consent Agenda (to include minutes of previous meetings):**
9. **Official Public Hearings**
   a. A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 8-9
   b. A Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan – Pages 10-26
   c. A Public Hearing for Consideration of a Resolution Authorizing the Issuance of General Obligation Bond Anticipation Notes – Pages 27-115
   d. A Public Hearing to Consider an Amendment and Re-Adopt Section 114-136 and Section 116-236 of the City Code Increasing the Public Utility Rates for Water and Sewer Commodity and Capacity Charges – Pages 116-184
   e. 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 for the Development of City-Owned Properties at 35 and 17 Bank Street, Located in Petersburg, VA – Pages 185-259
   f. 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 260-283

g. 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 284-311

h. 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 312-332

i. 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 333-366

j. 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 367-397

k. 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 398-424

l. 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 425-453

m. 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 454-456

n. 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 457-497

o. Public Hearing for Consideration of an Ordinance to Request Enactment of the Petersburg Parking Authority Act – Pages 498-510

10. Public Information Period

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

a. First, in chronological order of the notice, persons who have notified the Clerk no later than 12:00 noon of the day of the meeting,

b. Second, in chronological order of their sign up, persons who have signed a sign-up sheet placed by the Clerk in the rear of the meeting room prior to the meeting removed from consent agenda

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

12. Items removed from Consent Agenda

13. Finance and Budget Report

a. Department of Finance Monthly Update – Pages 511-516

14. Unfinished Business

a. 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 – Pages 517-554

b. Ordinance to Amend and Re-Adopt Section 22-2 of the Code of Virginia to Include Subsection (F) Authorizing the Appointment of Unarmed Special Conservators of the Peace – Pages 555-560

c. 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 – Pages 561-607

15. New Business

a. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA – Pages 608-643

b. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Avenue, Located in Petersburg, VA – Pages 644-656

c. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave – Pages 657-691

d. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ANTHONY JACKSON for the Development of 723 Harding Street, Petersburg, Virginia – Pages 692-703

e. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and UNDERHILL ROW LLC for the Development of a portion of 117 Lafayette Street, Located in Petersburg, VA – Pages 704-724

f. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court, Located in Petersburg, VA – Pages 725-745

g. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Bryne Street, Located in Petersburg, VA – Pages 746-772

h. Consideration and Adoption of Resolution Appointing Members to Boards and Commissions – Pages 773-789
- Crater Youth Care Commission
- Petersburg Redevelopment Housing Authority
- Petersburg Arts Council
- Community Development Block Grant Advisory Board
- Architectural Review Board

16. City Manager's Report and Special Reports

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 75TH ANNIVERSARY OF CLUB 17, INC.

WHEREAS, for 75 years, Club 17, Inc. has proudly served as a cornerstone of the City of Petersburg, providing a dedicated event space and place of fellowship in the heart of our community; and

WHEREAS, established in 1950 by a group of seventeen visionary men, Club 17 was founded on the principles of unity, brotherhood, and service, creating a lasting legacy that continues to uplift the City of Petersburg; and

WHEREAS, these founders laid a strong foundation for future generations, inspiring a continued commitment to civic engagement, philanthropy, and community advancement; and

WHEREAS, over the decades, Club 17 has expanded its impact through the establishment of scholarships and grants that have supported local college students in pursuing their educational goals and building brighter futures; and

WHEREAS, the Club 17 venue has served as a cherished gathering place for countless weddings, reunions, birthdays, anniversaries, and community events—bringing people together to celebrate life, love, and heritage; and

WHEREAS, the members of Club 17 have demonstrated remarkable resilience and dedication, ensuring that the organization not only endures but thrives as a beacon of generosity, leadership, and service; and

WHEREAS, the 75th Anniversary of Club 17, Inc. marks a significant milestone in the organization's history and stands as a testament to its enduring commitment to community, unity, and progress.

NOW, THEREFORE, I, Samuel Parham, Mayor of the City of Petersburg, Virginia, do hereby recognize and commend **Club 17, Inc.** for **75 years of service, fellowship, and community excellence**, and encourage all citizens to join me in celebrating this momentous occasion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Petersburg to be affixed this 21st day of October, 2025.

Mayor, Samuel Parham

ATTEST:

Clerk of Council, Tangi R. Hill

Office of the Mayor

Petersburg Virginia

Proclamation

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

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

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

WHEREAS, Petersburg, Virginia acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.

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

November 1, 2025

As

"EXTRA MILE DAY"

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

Dated: 10/21/2025

Mayor, Samuel Parham

ATTEST:

Clerk of Council, Tangi R. Hill

University of Virginia | Weldon Cooper Center for Public Service
Virginia Institute of Government

Executive Summary

City of Petersburg Strategic Plan | 2025–2030

Overview

This completes the first development phase of the City of Petersburg's 2025–2030 Strategic Plan. It outlines a bold, collaborative vision for the future—one shaped by a thorough review of current plans and reports, Council reflection and discussion in two extended work sessions, and over 20 hours of Council interviews. This plan aligns city leadership around shared priorities and actionable goals to strengthen Petersburg's economy, neighborhoods, civic identity and governance, over the next five years.

Strategic Goals and Objectives

Economic Vitality
Petersburg will foster sustainable growth by aligning public investments with community values. Priorities include:

- Leveraging development to expand fiscal capacity and optimize land use
- Supporting small businesses and entrepreneurship
- Attracting major employers in biotech, advanced manufacturing, and data sectors
- Expanding workforce development through partnerships with education, training, and industry
- Promoting tourism through historic preservation and cultural investment

Neighborhood – The Power of Community
The city will invest in safe, beautiful, and connected neighborhoods that reflect local pride. Priorities include:

- Enhancing public safety through training, equipment, and community partnerships
- Beautifying public spaces and improving roadways and byway corridors
- Addressing blight and housing insecurity
- Engaging youth and underserved populations in neighborhood revitalization

Celebrating Petersburg
This goal seeks to uplift Petersburg's identity through storytelling, public art, and inclusive events. Priorities include:

- Amplifying local culture and history
- Promoting a bold image of living, working, and enjoying Petersburg
- Honoring community contributions and celebrating progress

Good Governance
Petersburg is committed to accountable leadership and high-quality service delivery. Priorities include:

- Strengthening Council collaboration and effectiveness
- Building staff capacity and organizational excellence
- Enhancing data-informed decision-making and fiscal responsibility

Next Step

Provided Council believes this portion of the plan reflects their Goals and Objectives, the next step is to refer the draft to staff to develop the strategies to fulfil Council priorities, and the metrics and milestones to measure progress. Once the staff has developed their portion of the plan, it will be ready for Council consideration and adoption.

Respectfully Submitted,
Jane Dittmar
UVa Cooper Center – Virginia Institute of Government

October 21, 2025

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

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

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

REASON: 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

25-ORD-TBD
Adopted: 00/00/0000

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 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan**

PURPOSE: A Public Hearing for Consideration of the FY26-FY30 Capital Improvement Plan

REASON: 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. FY26-30 CIP Presentation

FY26-FY30 Capital Improvement Plan

Five-Year Capital Improvement Plan

Executive Summary

- The City of Petersburg's Capital Improvement Plan (CIP) establishes, prioritizes, and defines funding for capital projects to improve existing systems and develop new infrastructure and facilities.
- The City's long-range priorities may change due to funding opportunities or circumstances that have caused a more rapid deterioration of assets or greater need identified elsewhere.

The Purpose of the Capital Improvement Plan

The CIP has two purposes:

The FY 2026 CIP identifies specific projects with certain funding availability that will be completed (or started) over the next fiscal year.

The CIP projects in the four out-years are more aspirational as funding is not guaranteed.

- **The City's revenue stream may change, or the City may obtain additional resources for projects through grants, special revenues, or bonds.**

Five-Year Capital Improvement Plan

FY 2026 - 2030 CAPITAL IMPROVEMENT PLAN						
DEPARTMENT	FY26	FY27	FY28	FY29	FY30	TOTAL
FACILITIES	$16,059,700	$43,216,000	$35,325,000	$300,000	$275,000	$95,175,700
FIRE/EMS	210,000	10,000,000	20,000,000			30,210,000
IT	72,300	500,000	750,000			1,322,300
PUBLIC WORKS	1,750,518	1,750,518				3,501,036
ENGINEERING	775,000	950,000	500,000	350,000	350,000	2,925,000
STREETS	6,000,000	25,000,000	3,000,000	3,500,000	4,000,000	41,500,000
STORMWATER	9,629,712	48,247,441	22,604,887	13,880,000	10,260,000	104,622,040
WATER	8,570,060	18,193,000	13,295,000	2,490,000	15,610,000	58,158,060
WASTEWATER	27,623,000	28,606,000	21,905,000	14,435,000	4,345,000	96,914,000
TRANSIT	2,875,036	3,210,000	2,700,000	600,000		9,385,036
PLANNING		5,278,060	1,908,000	5,521,308	2,000,000	14,707,368
TOTAL	$73,565,326	$184,951,019	$121,987,887	$41,076,308	$36,840,000	$458,420,540

FY2026 CAPITAL BUDGET: $73,565,326

TOTAL CAPITAL BUDGET: $458,420,540

FY26 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 Projet	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 colums 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
FACILITIES TOTAL		**$16,059,700**	

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
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**	

FY26 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 Schools (SRTS) plans and grant applications to VDOT for each of the ten (10) schools in the City.	$75,000	General Fund
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
City Wide Pavement Analysis	Assessment of all City roads and alleyways. This would determine the pavement cndition of City streets and alleys. This would then assist with the establishment of a 10-Year Street Improvement Plan that would assist with the annual paving, resurfacing, and treatment of City roads.	$100,000	General Fund
City Wide Parking Study	The City has a need for a citywide parking study to perform an analysis of the City's 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
E Wythe St. Traffic Management Plan	Install temporary left lane closure for thr E. Wythe St Bridge over Lieutenant Run.	$250,000	General Fund $150k, SW $50k, Streets $50k
ENGINEERING TOTAL		**$775,000**	

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
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 contruction 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**	

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
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 of Petersburg.	$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 of Petersburg.	$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 $500,000; HHPD Grant $325,000; & City Match $675,000
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

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
STORMWATER:			
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**	

FY26 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 occuring in each of the following cycle years.	$250,000	Virgnia Resources Authority Bonds (VRA)
Water Pump Station Rehabilitation & Upgrades	The City's water pumping stations requires routine and continuous maintanence 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	Virgnia 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-feet-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 & Virgnia 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 (BBBEDA) 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

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
Water Utility:			
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	Virgnia Resources Authority Bonds (VRA)
Lead & Cooper Rule Revisons 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	Virgnia Resources Authority Bonds (VRA)
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	Virgnia Resources Authority Bonds (VRA)

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
Water Utility:			
Potable 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	Virgnia 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 industrials users in the City.	$405,000	Virgnia Resources Authority Bonds (VRA)
WATER SUBTOTAL		**$8,570,060**	

FY26 CAPITAL BUDGET

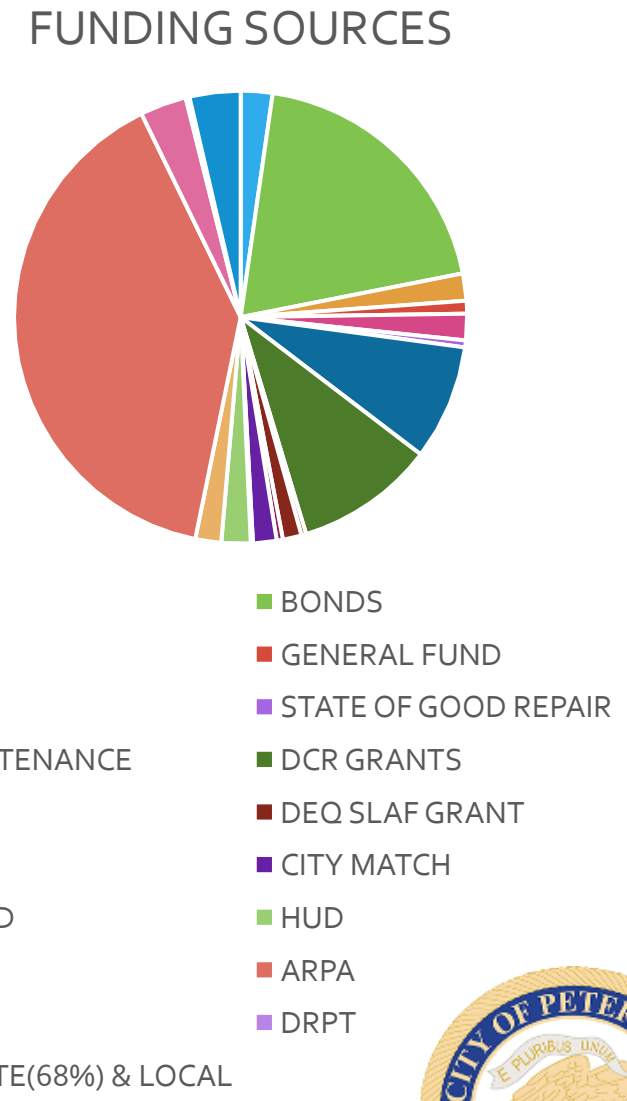
PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
Wastewater Utility:			
Pump Station & Force Main (Construction)	This provides for major construction and upgrades to the sewer utility system. As a result of the City's Pharmaceutical Hub and potential Southeast development, the 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 existing 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 ($7,918,000) & EPA ($2,432,000)
Sewer Equipment	This provides for the replacement of major equipment necessary for the inspection and construction activities that Public Utilities performs.	$50,000	Virgnia 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**	

FY26 CAPITAL BUDGET

PROJECT NAME	PROJECT DESCRIPTION	FY26 CAPITAL BUDGET	FY26 FUNDING SOURCE
TRANSIT:			
Build Mainenance 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.
Vehice Support Equipment - Control / Signal Systems	Vehicle support equipment - passsenger counter	$150,029	Federal, State, & Local
Vehice Support Equipment - Vehicle Locator System	Vehicle support equipment - tracking device	$175,007	Federal, State, & Local
Vehice 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**	

FY2026 Capital Budget – Funding Sources

REVENUE SOURCE	AMOUNT
CAPITAL RESERVE	$ 1,673,300
BONDS	$ 14,438,700
VRA	$ 1,422,000
GENERAL FUND	$ 675,000
CMAQ	$ 1,389,870
STATE OF GOOD REPAIR	$ 360,648
VDOT URBAN MAINTENANCE	$ 6,050,000
DCR GRANTS	$ 7,337,134
NFWF GRANT	$ 250,000
DEQ SLAF GRANT	$ 982,578
FEMA HHPD GRANT	$ 325,000
CITY MATCH	$ 1,237,000
STORMWATER FUND	$ 110,000
HUD	$ 1,536,060
EDA BBB GRANT	$ 1,358,000
ARPA	$ 29,113,000
EPA	$ 2,432,000
DRPT	$ 200,000
FTA: FED(28%), STATE(68%) & LOCAL	$ 2,675,036
FY26 TOTAL	$ 73,565,326



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **October 21, 2025**

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: John M. Altman, Jr, City Manager

RE: **General Obligation BAN Issuance**

PURPOSE: Issuance of GO Bond Anticipation Notes

REASON: Funding will be used to begin implementation of identified General Fund Capital Needs and Utility Infrastructure Improvements

RECOMMENDATION: Approval of the issuance of GO Bond Anticipation Notes to address capital improvement needs

BACKGROUND: At the June 17, 2025 City Council meeting, Davenport and Company introduced a multi-year strategic plan of finance supported by equitable and uniform increased utility rates allowing for capital utility improvements. 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. Prior to the June 17, 2025 meeting, the City identified three (3) projects requiring funding in the near-term totaling approximately $10-$12 million, including $4 million for vehicles and to support a sports training facility.

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 of finance for both capital and utility infrastructure improvement along with the supporting 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 project 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.

At the October 7, 2025 Council worksession, Jacobs presented the results of the utility rate study to City Council. 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. The public hearings on the plans of finance and utility rate increases are scheduled for October 21, 2025.

COST TO CITY: n/a

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: May 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: n/a

AFFECTED AGENCIES: Department of Finance

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:
Resolution Authorizing the Issuance and Sale of General Obligation Bonds
Ordinance Increasing Utility Rates

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

STAFF: Leon Glaster, Chief Financial Officer/Director of Finance
Garry Crozier, Budget Manager
Lacy Ward,
Richard Harris, Interim Director of Public Works

Office of the City Manager
City of Petersburg
135 N. Union Street
Petersburg, VA 23803
(804) 733-2301
www.petersburgva.gov

M E M O R A N D U M

To: The Honorable City Council

From: John M. Altman, Jr., City Manager

Date: October 16, 2025

Re: **Issuance of General Obligation Bond Anticipation Notes – Capital and Utility Improvements**

At the June 17, 2025 City Council meeting, Davenport and Company introduced a multi-year strategic plan of finance supported by equitable and uniform increased utility rates allowing for capital utility improvements. 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. Prior to the June 17, 2025 meeting, the City identified three (3) projects requiring funding in the near-term totaling approximately $10-$12 million, including $4 million for vehicles and to support a sports training facility.

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RECOMMENDATION

The City Administration supports Davenport's recommendation that the City issue General Obligation Bond Anticipation Notes (BANs) to support the general fund capital and the utility improvement needs.

If you have any questions, please do not hesitate to contact me.

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:

"FORM OF SERIES 2025A BOND"

No. NA-1 **Dated: November __, 2025**

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA, CITY OF PETERSBURG
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
SERIES 2025A

Interest Rate: [ ]% **Maturity Date: [ ]**

Registered Holder:

Principal Sum: UP TO THIRTY MILLION AND 00/100 DOLLARS ($30,000,000.00)

KNOW ALL MEN BY THESE PRESENTS, that the City of Petersburg, Virginia **(hereinafter sometimes referred to as the "City")**, a municipal corporation and city of the Commonwealth of Virginia, for value received hereby promises to pay to the registered holder (named above), or assigns, in installments and on the Maturity Date (specified above), subject to prepayment or prior redemption as hereinafter provided, the Principal Sum (specified above) by wire transfer to the registered holder on the payment dates set forth below by _____ **(the "Paying Agent")**, and to pay interest on said Principal Sum, from the date of authentication hereof until the payment of said Principal Sum by wire transfer to the registered holder on the payment dates set forth below, at the rate per annum (specified above) payable as follows:

Commencing on [ ] 15, 202[ ] and on each [ ] 15 and [ ] 15, thereafter, to and including the Maturity Date **(each an "Interest Payment Date")**, interest at the rate set forth above, calculated on the basis of a 360-day year of twelve 30-day months. Commencing on [ ] 15, 202[ ], and on each [ ] 15 thereafter until the Maturity Date, principal payments shall be made in installments as set forth in the attached Schedule and the final payment due hereunder in the amount of the principal balance outstanding on this Note and interest thereon at the rate above due and payable in full on [ ].

[INSERT REDEMPTION PROVISIONS HERE]

Upon a Determination of Taxability (as defined below), the interest rate on this Note shall be automatically adjusted to the Taxable Rate (as defined below) from the Date of Taxability (as defined below). For purposes of this Note, the following terms have the following meanings:

"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	Abstentions
None	

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

TABLE OF CONTENTS

		Page
Section 1	Definitions	1
Section 2	Findings and Determinations	3
Section 3	Authorization, Form and Details of the Note	3
Section 4	Creation of Proceeds Fund	13
Section 5	Payments into Proceeds Fund	13
Section 6	Creation of Note Funds	13
Section 7	Accounts Within Funds	13
Section 8	Investment of Funds	13
Section 9	Defeasance	14
Section 10	General Obligation	14
Section 11	Event of Default	14
Section 12	Enforcement by Noteholder	15
Section 13	Modification of Note Resolution	15
Section 14	Application of Proceeds; Sale of Notes	15
Section 15	No Arbitrage Covenant and Covenants and Designations as to the Code	16

Section 16 Further Actions Authorized 16

Section 17 Invalidity of Sections 16

Section 18 Headings of Sections, Table of Contents 16

Section 19 Effectiveness and Filing of Resolution 17

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:

"FORM OF SERIES 2025B BOND"

No. NB-1 **Dated: November __, 2025**

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA, CITY OF PETERSBURG
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
SERIES 2025B

Interest Rate: [ ]% **Maturity Date: [ ]**

Registered Holder:

Principal Sum: UP TO THIRTY MILLION AND 00/100 DOLLARS ($40,000,000.00)

KNOW ALL MEN BY THESE PRESENTS, that the City of Petersburg, Virginia **(hereinafter sometimes referred to as the "City")**, a municipal corporation and city of the Commonwealth of Virginia, for value received hereby promises to pay to the registered holder (named above), or assigns, in installments and on the Maturity Date (specified above), subject to prepayment or prior redemption as hereinafter provided, the Principal Sum (specified above) by wire transfer to the registered holder on the payment dates set forth below by _____ **(the "Paying Agent")**, and to pay interest on said Principal Sum, from the date of authentication hereof until the payment of said Principal Sum by wire transfer to the registered holder on the payment dates set forth below, at the rate per annum (specified above) payable as follows:

Commencing on [ ] 15, 202[ ] and on each [ ] 15 and [ ] 15, thereafter, to and including the Maturity Date **(each an "Interest Payment Date")**, interest at the rate set forth above, calculated on the basis of a 360-day year of twelve 30-day months. Commencing on [ ] 15, 202[ ], and on each [ ] 15 thereafter until the Maturity Date, principal payments shall be made in installments as set forth in the attached Schedule and the final payment due hereunder in the amount of the principal balance outstanding on this Note and interest thereon at the rate above due and payable in full on [ ].

[INSERT REDEMPTION PROVISIONS HERE]

Upon a Determination of Taxability (as defined below), the interest rate on this Note shall be automatically adjusted to the Taxable Rate (as defined below) from the Date of Taxability (as defined below). For purposes of this Note, the following terms have the following meanings:

"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	Abstentions
None	

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

TABLE OF CONTENTS

		Page
Section 1	Definitions	1
Section 2	Findings and Determinations	3
Section 3	Authorization, Form and Details of the Note	3
Section 4	Creation of Proceeds Fund	13
Section 5	Payments into Proceeds Fund	13
Section 6	Creation of Note Funds	13
Section 7	Accounts Within Funds	13
Section 8	Investment of Funds	13
Section 9	Defeasance	14
Section 10	General Obligation	14
Section 11	Event of Default	14
Section 12	Enforcement by Noteholder	15
Section 13	Modification of Note Resolution	15
Section 14	Application of Proceeds; Sale of Notes	15
Section 15	No Arbitrage Covenant and Covenants and Designations as to the Code	16

Section 16 Further Actions Authorized 16

Section 17 Invalidity of Sections 16

Section 18 Headings of Sections, Table of Contents 16

Section 19 Effectiveness and Filing of Resolution 17

NOTICE OF PUBLIC HEARING CONCERNING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA TO PROPOSE FOR PASSAGE A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO $70,000,000 IN PRINCIPAL AMOUNT OF GENERAL OBLIGATION BOND ANTICIPATION NOTES OF THE CITY OF PETERSBURG, VIRGINIA

Notice is hereby given to all interested persons of a public hearing concerning the intention of the City of Petersburg, Virginia **(the "City")**, to propose for passage at a regular meeting of the City Council of the City of Petersburg, Virginia to be held on Tuesday, October 21, 2025 at 5:00 p.m. at the Petersburg Public Library, 201 West Washington Street, Petersburg, Virginia 23803, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended, a resolution authorizing the issuance of one or more series of a general obligation bond anticipation note, series 2025 of the City in the maximum aggregate principal amount of $70,000,000 **(the "Notes")**. The City expects to spend approximately $30,000,000 of the proceeds of the Notes 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 and expects to spend approximately $40,000,000 of the proceeds of the Notes for 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. The Notes will be secured by the full faith and credit of the City. A copy of the full text of the resolution is on file in the office of the City Manager of the City of Petersburg, Virginia, 135 North Union Street, Petersburg, Virginia 23803 and is available for public inspection during normal business hours. Persons may appear and present their views at the public hearing. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the office of the Clerk of Council at (804) 733-2323.

TANGI R. HILL, CMC
CLERK OF COUNCIL
CITY OF PETERSBURG, VIRGINIA

DAVENPORT
PUBLIC FINANCE
1863

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 16th	City Council Meeting ▪ 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. ▪ City Staff and Davenport review proposals and develop recommendation. ▪ Notices of Public Hearing published for October 21st meeting.
October 7th	City Council Work Session ▪ Davenport and Jacobs present Comprehensive Rate Study recommendations and proposed Rate Plan.
October 21st	City Council Meeting ▪ 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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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein.

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DAVENPORT
PUBLIC FINANCE
1863

Multi-Year Strategic Plan of Finance

Utilizing Casino Revenues Projected by Chmura Economics & Analytics

August 11, 2025

Member NYSE | FINRA | SIPC

Background

- In November 2024, the citizens of the City of Petersburg (the "City") approved a referendum to establish a resort casino in the City (the "Casino Project") to be developed by The Cordish Companies ("Cordish").

- The City tasked Davenport & Company LLC ("Davenport") and Chmura Economics & Analytics ("Chmura") with performing an analysis of the anticipated revenues from the Casino Project on the City's ability to fund upcoming capital needs and incremental operational expenses resulting from the Casino Project (the "Casino Project Analysis").
  - Relying primarily on information provided directly by Cordish, Chmura developed a report that is included in this presentation as Appendix B.

- The City has identified nearly $250 million of capital projects, the majority of which appears to be scheduled/funded within the next five (5) years.

- Davenport was tasked with developing a Strategic Multi-Year Plan(s) of Finance utilizing the new revenues generated by the Casino Project while simultaneously meeting financial "best practices".

Overview of Anticipated Revenues

- Chmura and Davenport analyzed the anticipated revenue that would be generated by the Casino Project over the next ten (10) years.

- In reviewing the anticipated revenue sources, Davenport organized the revenue sources into two (2) categories:
  - **Guaranteed Benefit Payments**

    The City's agreement with Cordish provides for annual payments to the City totaling $80 million over the next eight (8) years that are guaranteed regardless of the actual performance of the Casino Project.
  - **Annual Ongoing Revenues**

    The City is also expected to receive annual revenues from taxes (e.g., Gaming, Meals, Lodging, Sales, and Real Estate, among others) that range from $8 million in FY 2026 to upwards of $26 million by FY 2035.

- For the purposes of the Multi-Year Strategic Plan of Finance, Davenport discounted the Annual Ongoing Revenues to determine the minimum amount of revenues necessary to fund the City's identified capital and operating needs.

Revenue Assumptions (Provided by Chmura)

Guaranteed Benefit Payments

A	B
Fiscal Year	City Benefit Payment
2026	$ 15,000,000
2027	15,000,000
2028	15,000,000
2029	15,000,000
2030	5,000,000
2031	5,000,000
2032	5,000,000
2033	5,000,000
Total	$ 80,000,000

- Based on guidance that Chmura received from Cordish and the language included in the City's agreement with Cordish, the Guaranteed Benefit Payments are not contingent on any revenue goals.
- For this analysis, the Guaranteed Benefit Payments are assumed to only be used for funding capital on a "pay-as-you-go" basis and will not be applied to any operating or debt service expenditures.

Annual Ongoing Revenues

A	B	C	D	E	F	G	H	I	J	K
Fiscal Year	Annual Ongoing Tax Revenues								Discounted By:	
	Sales	Meals	Lodging	BPOL	Gaming	Real Estate	Pers. Prop.	Total	25%	40%
2026	$ 49,586	$ 347,100	$ -	$ 339,082	$ 6,044,525	$ 1,136,158	$ 296,392	$ 8,212,843	$ 6,159,632	$ 4,927,706
2027	95,928	572,917	140,822	489,830	8,587,792	3,408,475	852,127	14,147,892	10,610,919	8,488,735
2028	211,739	980,419	716,790	610,159	10,145,510	5,680,792	1,333,764	19,679,173	14,759,380	11,807,504
2029	308,868	1,327,086	1,192,844	731,247	11,805,916	6,816,951	1,444,911	23,627,823	17,720,867	14,176,694
2030	331,323	1,441,000	1,254,659	786,874	12,785,443	6,816,951	1,222,617	24,638,867	18,479,150	14,783,320
2031	349,825	1,527,843	1,315,621	817,710	13,316,819	6,816,951	1,037,372	25,182,141	18,886,606	15,109,285
2032	360,145	1,563,147	1,368,384	837,325	13,679,394	6,816,951	926,225	25,551,571	19,163,678	15,330,943
2033	367,178	1,594,410	1,394,056	854,006	13,992,982	6,816,951	889,176	25,908,759	19,431,569	15,545,255
2034	374,352	1,626,298	1,420,241	871,021	14,312,842	6,816,951	889,176	26,310,881	19,733,161	15,786,529
2035	382,611	1,663,092	1,450,265	890,714	14,681,372	6,816,951	889,176	26,774,181	20,080,636	16,064,509

Note: for the purposes of the analysis, FY 2035 and beyond is held constant.

Recommended Multi-Year Strategic Plan of Finance

Application of Guaranteed Benefit Payments: Pay-As-You-Go Capital Projects

- In keeping with “best practices”, approximately 1/3 of the identified capital needs should be funded on a “pay-as-you-go” basis, which approximates $80 million.

- Davenport recommends the following with respect to the Guaranteed Benefit Payments and the funding of approximately $80 million of “pay-as-you-go” projects:
  - First, set aside the initial Guaranteed Benefit Payment of $15 million to be received by FY 2026 in an “Emergency Downturn Reserve” as a safeguard over the next four (4) to five (5) years as the overall project development stabilizes and achieves ample annual recurring revenues.
  - Second, establish an approximately $30 million line of credit for projects to be funded in the near future with the intention of repaying the line of credit within approximately five (5) years from the Guaranteed Benefit Payments.

- This approach allows the City to:
  - Fund capital spending on a just-in-time basis;
  - Minimize interest expense on long-term financing; and
  - Remain flexible as to the timing of the City’s capital spending needs.

Potential Pay-As-You-Go Capital Projects

Projects Assumed To Be Funded on Pay-As-You-Go Basis (FY 2026 - FY 2035)

	Project	Category	Amount
1	Bridge Replacements	General Capital	$ 17,000,000
2	Station 7 (Casino Station)	Fire, Rescue, & Emerg. Serv.	17,000,000
3	Initial Fire Truck Commitment	Fire, Rescue, & Emerg. Serv.	10,000,000
4	Station 3 Replacement	Fire, Rescue, & Emerg. Serv.	9,000,000
5	Police Vehicles	Police	6,816,000
6	New Police Training Facility/Satellite Office	Police	5,000,000
7	New Police Substation Near Casino	Police	3,500,000
8	Tower Truck	Fire, Rescue, & Emerg. Serv.	2,858,794
9	Engine	Fire, Rescue, & Emerg. Serv.	1,597,857
10	Police Equipment	Police	1,500,000
11	Expansion of Emergency Dispatch Center	Police	1,200,000
12	Medic Unit	Fire, Rescue, & Emerg. Serv.	507,740
13	RAVO Street Sweeper	Public Works	315,000
14	Public Works Vehicles	Public Works	60,000
15	**Total Projects Assumed To Be Funded on Pay-as-you-go Basis**		**76,355,391**
16	**Benefit Payments from Cordish**		**80,000,000**
17	**Remaining Benefit Payments Balance**		**$ 3,644,609**

Recommended Multi-Year Strategic Plan of Finance

Application of Annual Ongoing Revenues: Incremental Operating Expenses and Debt Service

- The City has identified incremental operating expenses related to the Casino Project ranging from $2 million in FY 2026 to $9 million in FY 2029, which are to be funded from the Annual Ongoing Revenues generated by the Casino Project.

- Additionally, the Annual Ongoing Revenues are to be used to repay debt for four (4) major long-term capital projects that the City has identified:

	Project	Project Timing	Amount
1	Peabody Enhancement Campus	FY 2026	$ 60,000,000
2	Schools	FY 2026	30,000,000
3	Pharmaceutical Training Center	FY 2026	12,500,000
4	City Hall	FY 2028	60,000,000
5	**Total Projects**		**162,500,000**

- Davenport recommends that the City utilize a combination of interim funding followed by permanent financing for the non-school projects beginning in FY 2026.

- For the school project, the City could utilize the already-approved School Construction Assistance Program Grant and Literary Loan with a below-market interest rate of 2%.

Recommended Multi-Year Strategic Plan of Finance

Results of the Plan

No Revenue Discount

- Absent any discount to the anticipated Annual Ongoing Revenues, annual surplus revenues to the City are solidly in the $6-8 million range on average after funding the identified operating expenses and approximately $250 million of capital needs.

40% Revenue Discount

- Utilizing a 40% discount to the Annual Ongoing Revenues (and not delaying, deferring, or reducing any projects) results in an approximately $3 million annual shortfall for the City beginning in FY 2029.

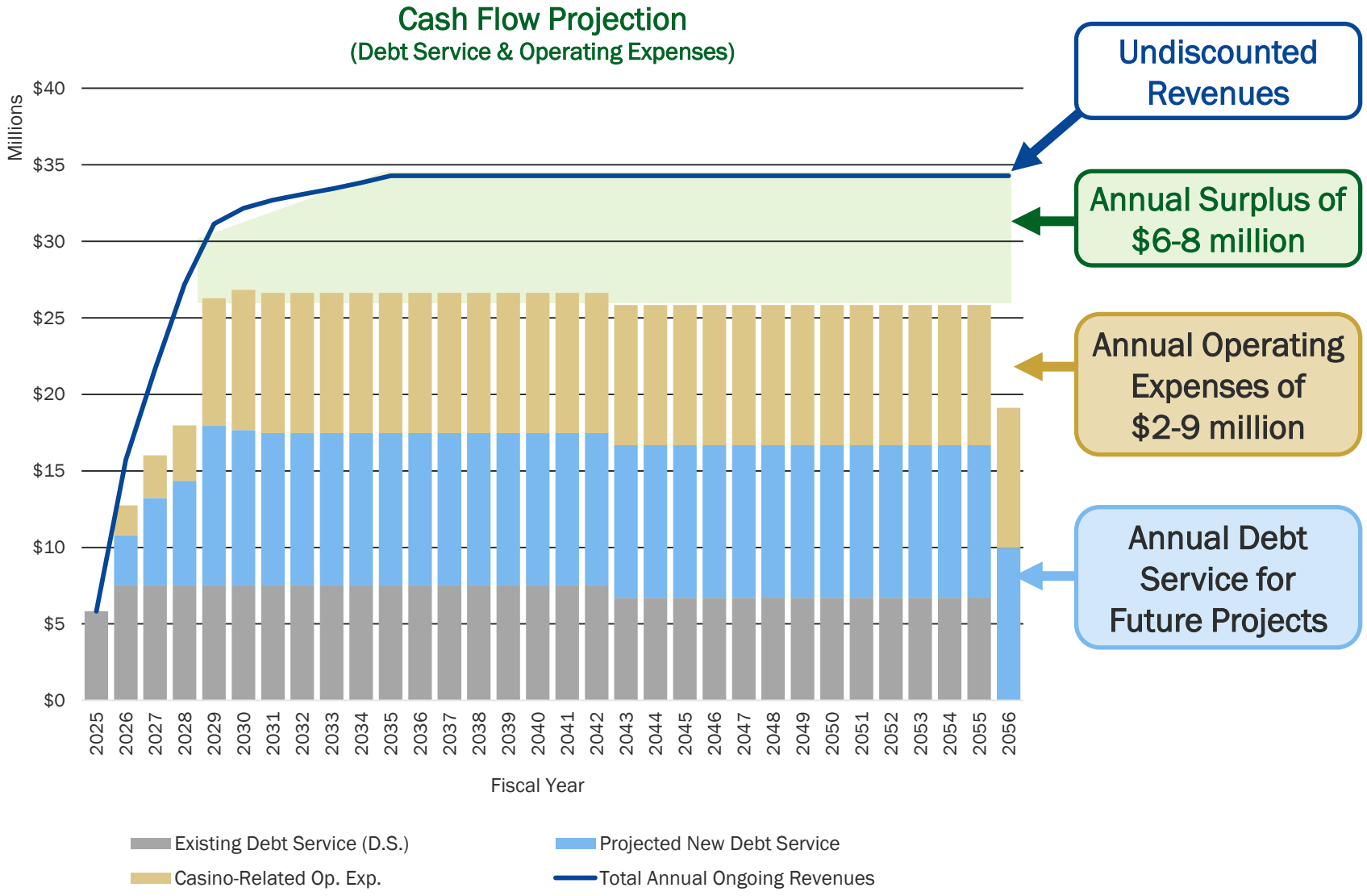
Break-Even Revenue Discount

- The break-even analysis developed by Davenport indicates that the Casino Project will need to achieve, on average, 70% of the anticipated Annual Ongoing Revenues to support the operating expenses and capital needs (i.e., a 30% discount).

- Structuring the Plan with the Emergency Downturn Reserve and the utilization of lines of credit over the first several years should provide the City with ample time to adjust project start dates, scopes, and funding approaches in the event that actual Annual Ongoing Revenues are materially less than the discount of 30% in the break-even scenario.

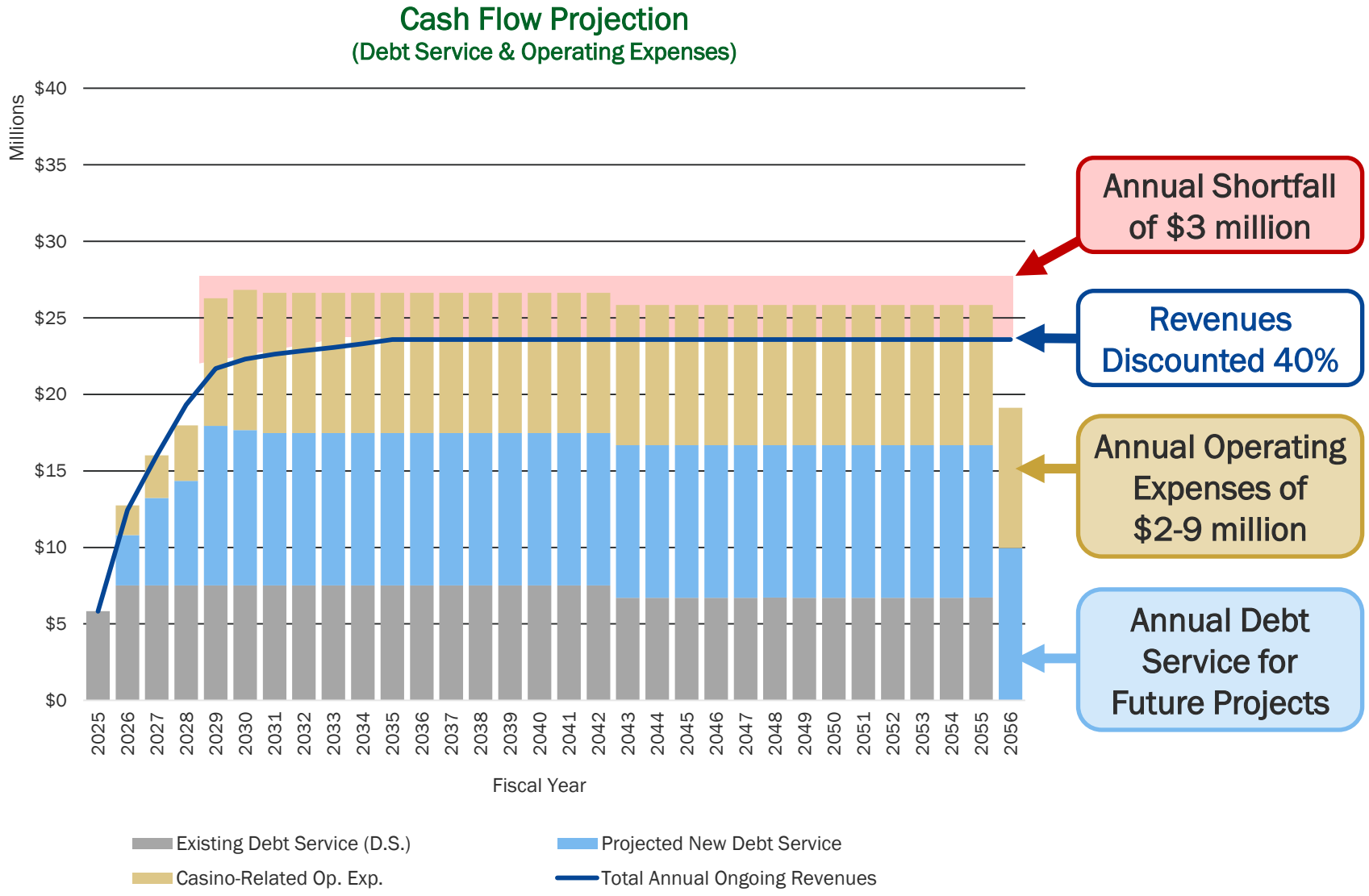
Application of Annual Ongoing Revenues | Cash Flows

No Revenue Discount



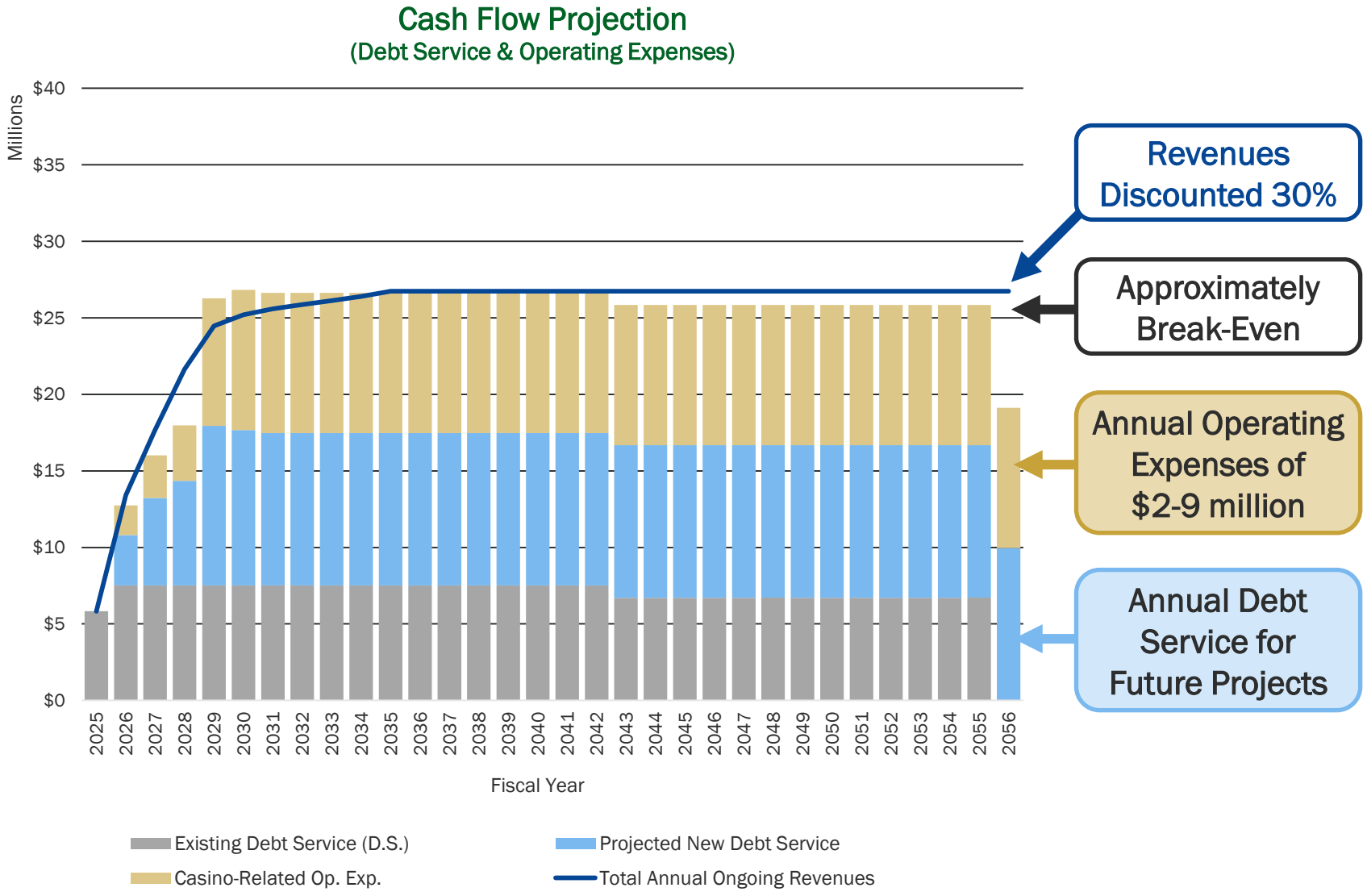
Application of Annual Ongoing Revenues | Cash Flows

40% Revenue Discount



Application of Annual Ongoing Revenues | Cash Flows

Break-Even Revenue Discount (Approximately 30%)



Next Steps

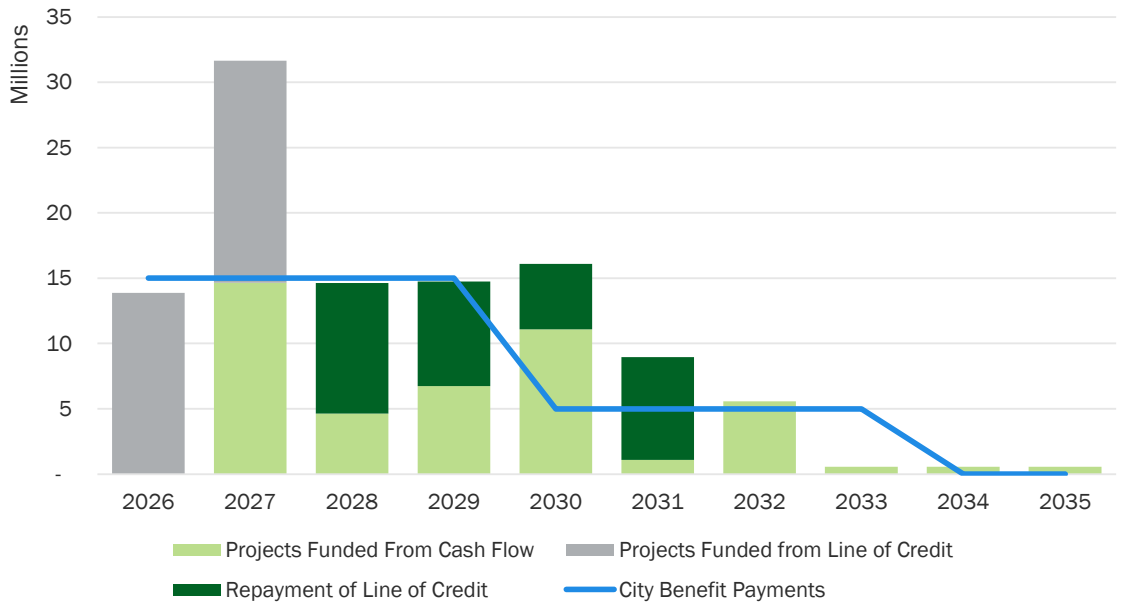
- Finalize the FY 2026 Budget.
- Over the balance of Spring 2025, realize the necessary permits for the Casino Project and receive the balance of the initial $15 million from Cordish.
- On/about July 1, 2025, begin the process to obtain the $30 million Line of Credit for pay-as-you-go needs over the next several years.
- By Early Fall 2025, close on the Line(s) of Credit.
- Over the Summer/Early Fall 2025, revisit the timing for the capital projects to be funded through the issuance of debt in the coming years.

Appendix A
Multi-Year Strategic Plan of Finance Details

City Benefit Payments & Pay-As-You-Go Capital Cash Flows

A	B	C	D	E	F	G	H
Fiscal Year	City Benefit Payments	Pay-As-You-Go Projects	Surplus/ (Deficit)	Draw on Line of Credit	Repayment of Line of Credit	Adjusted Surplus/(Def.)	Ending Balance
2026	15,000,000	(13,875,000)	1,125,000	13,875,000	-	15,000,000	15,000,000
2027	15,000,000	(31,643,740)	(16,643,740)	17,000,000	-	356,260	15,356,260
2028	15,000,000	(4,636,000)	10,364,000	-	(10,000,000)	364,000	15,720,260
2029	15,000,000	(6,747,318)	8,252,682	-	(8,000,000)	252,682	15,972,942
2030	5,000,000	(11,090,667)	(6,090,667)	-	(5,000,000)	(11,090,667)	4,882,276
2031	5,000,000	(1,090,667)	3,909,333	-	(7,875,000)	(3,965,667)	916,609
2032	5,000,000	(5,568,000)	(568,000)	-	-	(568,000)	348,609
2033	5,000,000	(568,000)	4,432,000	-	-	4,432,000	4,780,609
2034	-	(568,000)	(568,000)	-	-	(568,000)	4,212,609
2035	-	(568,000)	(568,000)	-	-	(568,000)	3,644,609
Total	80,000,000	(76,355,391)		30,875,000	(30,875,000)		

Note: all Line of Credit interest expense is assumed to be paid from Annual Recurring Revenues in the debt portion of this analysis.



Use of Annual Ongoing Revenues | Debt-Funded Capital

Projects Assumed To Be Funded With Long-Term Debt (FY 2026 - FY 2035)

	Project	Project Timing	Type of Debt	Amount
1	City Hall	FY 2028	G.O. Bonds	$ 60,000,000
2	Peabody Enhancement Campus	FY 2026	Line of Credit/G.O. Bonds	60,000,000
3	Schools	FY 2026	Literary Loan	30,000,000
4	Pharmaceutical Training Center	FY 2026	Line of Credit/G.O. Bonds	12,500,000
5	**Total Projects Assumed To Be Funded With Long-Term Debt**			**162,500,000**
6	Total G.O. Bonds			132,500,000
7	Total Literary Loan			30,000,000

- The Literary Loan is assumed to be issued in FY 2026 with an interest rate of 2.0%, a 30-year term, and payments of principal and interest beginning in FY 2027.
- The G.O. Bonds are assumed to be issued in FY 2028 with an interest rate of 5.0%, a 30-year term, and payments of principal and interest beginning in FY 2029.
- An approximately $72.5 million Line of Credit is utilized to fund Lines 2 and 4 above.
  - The permanent financing is assumed to occur in the same year that funds are needed for the City Hall Project.

Use of Annual Ongoing Revenues | Operating Expenses

A	B	C	D	E	F	G	H	I
Fiscal Year	Police		Fire, Rescue, & Emerg. Serv.		Public Works		Total	
	Incremental	Cumulative	Incremental	Cumulative	Incremental	Cumulative	Incremental	Cumulative
2026	$ 1,776,594	$ 1,776,594	$ -	$ -	$ 172,000	$ 172,000	$ 1,948,594	$ 1,948,594
2027	827,610	2,604,204	-	-	-	172,000	827,610	2,776,204
2028	852,610	3,456,814	-	-	-	172,000	852,610	3,628,814
2029	1,195,272	4,652,086	3,513,396	3,513,396	-	172,000	4,708,668	8,337,482
2030	827,610	5,479,696	-	3,513,396	-	172,000	827,610	9,165,092

- The Police Operating Expenses include additional officers, supervisory staff, lieutenants, training, and ongoing needs for equipment, uniforms, overtime, fuel, and vehicle maintenance.
- The Fire, Rescue and Emergency Services Operating Expenses include the personnel and ongoing needs for the new Station 7.
  - All Operating Expenses prior to FY 2029 are assumed to be covered by a SAFER Grant.
- The Public Works Operating Expenses include additional workers for litter removal throughout the City.

Use of Annual Ongoing Revenues | Cash Flows

No Revenue Discount

Fiscal Year	Revenues: Existing Revenues for Debt Serv.	Revenues: Casino-Related Revenues	Revenues: A Total Revenue	Less: Ongoing Expenses (Debt Service/Operating): Existing Debt Service	Projected Debt Service: Projected Credit Line	Projected Debt Service: Projected G.O. Bonds	Projected Debt Service: Total	Casino-Related Operating Expenses	B Total Expenses	Current Year Surplus/(Deficit): C = A - B Excess (Deficiency)	Additional Revenues Required	Cumulative Fund Balance
2025	$ 5,825.2	$ -	$ 5,825.2	$ (5,825.2)	$ -	$ -	$ -	$ -	$ (5,825.2)	$ -	$ -	$ -
2026	7,516.1	8,212.8	15,729.0	(7,512.1)	(3,284.4)	-	(3,284.4)	(1,948.6)	(12,745.1)	2,983.8	-	2,983.8
2027	7,516.1	14,147.9	21,664.0	(7,515.4)	(4,377.7)	(1,339.5)	(5,717.2)	(2,776.2)	(16,008.8)	5,655.2	-	8,639.1
2028	7,516.1	19,679.2	27,195.3	(7,512.5)	(2,178.1)	(4,652.0)	(6,830.1)	(3,628.8)	(17,971.5)	9,223.8	-	17,862.9
2029	7,516.1	23,627.8	31,143.9	(7,512.3)	(475.1)	(9,958.8)	(10,433.9)	(8,337.5)	(26,283.7)	4,860.2	-	22,723.1
2030	7,516.1	24,638.9	32,155.0	(7,513.0)	(196.9)	(9,958.8)	(10,155.7)	(9,165.1)	(26,833.8)	5,321.2	-	28,044.3
2031	7,516.1	25,182.1	32,698.2	(7,511.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.8)	6,062.4	-	34,106.7
2032	7,516.1	25,551.6	33,067.7	(7,515.1)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.0)	6,428.7	-	40,535.5
2033	7,516.1	25,908.8	33,424.9	(7,516.1)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,640.0)	6,784.9	-	47,320.3
2034	7,516.1	26,310.9	33,827.0	(7,515.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.2)	7,187.8	-	54,508.1
2035	7,516.1	26,774.2	34,290.3	(7,511.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.6)	7,654.7	-	62,162.9
2036	7,516.1	26,774.2	34,290.3	(7,515.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.5)	7,650.8	-	69,813.6
2037	7,516.1	26,774.2	34,290.3	(7,512.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,636.8)	7,653.5	-	77,467.1
2038	7,516.1	26,774.2	34,290.3	(7,513.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,637.5)	7,652.7	-	85,119.9
2039	7,516.1	26,774.2	34,290.3	(7,512.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,636.3)	7,654.0	-	92,773.9
2040	7,516.1	26,774.2	34,290.3	(7,511.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.2)	7,655.1	-	100,429.0
2041	7,516.1	26,774.2	34,290.3	(7,511.2)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.1)	7,655.1	-	108,084.2
2042	7,516.1	26,774.2	34,290.3	(7,513.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,637.3)	7,653.0	-	115,737.1
2043	7,516.1	26,774.2	34,290.3	(6,714.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.3)	8,452.0	-	124,189.2
2044	7,516.1	26,774.2	34,290.3	(6,713.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.2)	8,453.1	-	132,642.3
2045	7,516.1	26,774.2	34,290.3	(6,713.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.2)	8,453.1	-	141,095.4
2046	7,516.1	26,774.2	34,290.3	(6,714.2)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.1)	8,452.2	-	149,547.6
2047	7,516.1	26,774.2	34,290.3	(6,713.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.8)	8,452.5	-	158,000.1
2048	7,516.1	26,774.2	34,290.3	(6,715.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,839.5)	8,450.8	-	166,450.8
2049	7,516.1	26,774.2	34,290.3	(6,714.0)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.9)	8,452.4	-	174,903.2
2050	7,516.1	26,774.2	34,290.3	(6,713.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.6)	8,452.7	-	183,355.9
2051	7,516.1	26,774.2	34,290.3	(6,712.5)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,836.4)	8,453.9	-	191,809.8
2052	7,516.1	26,774.2	34,290.3	(6,714.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.6)	8,451.6	-	200,261.5
2053	7,516.1	26,774.2	34,290.3	(6,711.8)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,835.7)	8,454.5	-	208,716.0
2054	7,516.1	26,774.2	34,290.3	(6,713.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.3)	8,453.0	-	217,169.0
2055	7,516.1	26,774.2	34,290.3	(6,715.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,839.6)	8,450.7	-	225,619.7
2056	7,516.1	26,774.2	34,290.3	-	-	(9,958.8)	(9,958.8)	(9,165.1)	(19,123.9)	15,166.4	-	240,786.1
Total				$(220,831.5)	$ (10,512.1)	$(284,838.2)	$(295,350.3)	$(264,148.6)	$(780,330.4)		$ -	

Use of Annual Ongoing Revenues | Cash Flows

40% Revenue Discount

Fiscal Year	Revenues: Existing Revenues for Debt Serv.	Revenues: Casino-Related Revenues	Revenues: A Total Revenue	Less: Ongoing Expenses (Debt Service/Operating): Existing Debt Service	Projected Debt Service: Projected Credit Line	Projected Debt Service: Projected G.O. Bonds	Projected Debt Service: Total	Casino-Related Operating Expenses	B Total Expenses	Current Year Surplus/(Deficit): C = A - B Excess (Deficiency)	Additional Revenues Required	Cumulative Fund Balance
2025	$ 5,825.2	$ -	$ 5,825.2	$ (5,825.2)	$ -	$ -	$ -	$ -	$ (5,825.2)	$ -	$ -	$ -
2026	7,516.1	4,927.7	12,443.8	(7,512.1)	(3,284.4)	-	(3,284.4)	(1,948.6)	(12,745.1)	(301.3)	301.3	-
2027	7,516.1	8,488.7	16,004.8	(7,515.4)	(4,377.7)	(1,339.5)	(5,717.2)	(2,776.2)	(16,008.8)	(3.9)	3.9	-
2028	7,516.1	11,807.5	19,323.6	(7,512.5)	(2,178.1)	(4,652.0)	(6,830.1)	(3,628.8)	(17,971.5)	1,352.2	-	1,352.2
2029	7,516.1	14,176.7	21,692.8	(7,512.3)	(475.1)	(9,958.8)	(10,433.9)	(8,337.5)	(26,283.7)	(4,590.9)	3,238.7	-
2030	7,516.1	14,783.3	22,299.4	(7,513.0)	(196.9)	(9,958.8)	(10,155.7)	(9,165.1)	(26,833.8)	(4,534.3)	4,534.3	-
2031	7,516.1	15,109.3	22,625.4	(7,511.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.8)	(4,010.4)	4,010.4	-
2032	7,516.1	15,330.9	22,847.1	(7,515.1)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.0)	(3,791.9)	3,791.9	-
2033	7,516.1	15,545.3	23,061.4	(7,516.1)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,640.0)	(3,578.6)	3,578.6	-
2034	7,516.1	15,786.5	23,302.6	(7,515.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.2)	(3,336.5)	3,336.5	-
2035	7,516.1	16,064.5	23,580.6	(7,511.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.6)	(3,054.9)	3,054.9	-
2036	7,516.1	16,064.5	23,580.6	(7,515.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.5)	(3,058.9)	3,058.9	-
2037	7,516.1	16,064.5	23,580.6	(7,512.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,636.8)	(3,056.2)	3,056.2	-
2038	7,516.1	16,064.5	23,580.6	(7,513.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,637.5)	(3,056.9)	3,056.9	-
2039	7,516.1	16,064.5	23,580.6	(7,512.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,636.3)	(3,055.7)	3,055.7	-
2040	7,516.1	16,064.5	23,580.6	(7,511.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.2)	(3,054.6)	3,054.6	-
2041	7,516.1	16,064.5	23,580.6	(7,511.2)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.1)	(3,054.5)	3,054.5	-
2042	7,516.1	16,064.5	23,580.6	(7,513.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,637.3)	(3,056.7)	3,056.7	-
2043	7,516.1	16,064.5	23,580.6	(6,714.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.3)	(2,257.7)	2,257.7	-
2044	7,516.1	16,064.5	23,580.6	(6,713.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.2)	(2,256.6)	2,256.6	-
2045	7,516.1	16,064.5	23,580.6	(6,713.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.2)	(2,256.6)	2,256.6	-
2046	7,516.1	16,064.5	23,580.6	(6,714.2)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.1)	(2,257.4)	2,257.4	-
2047	7,516.1	16,064.5	23,580.6	(6,713.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.8)	(2,257.2)	2,257.2	-
2048	7,516.1	16,064.5	23,580.6	(6,715.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,839.5)	(2,258.9)	2,258.9	-
2049	7,516.1	16,064.5	23,580.6	(6,714.0)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.9)	(2,257.3)	2,257.3	-
2050	7,516.1	16,064.5	23,580.6	(6,713.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.6)	(2,257.0)	2,257.0	-
2051	7,516.1	16,064.5	23,580.6	(6,712.5)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,836.4)	(2,255.8)	2,255.8	-
2052	7,516.1	16,064.5	23,580.6	(6,714.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.6)	(2,258.0)	2,258.0	-
2053	7,516.1	16,064.5	23,580.6	(6,711.8)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,835.7)	(2,255.1)	2,255.1	-
2054	7,516.1	16,064.5	23,580.6	(6,713.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.3)	(2,256.7)	2,256.7	-
2055	7,516.1	16,064.5	23,580.6	(6,715.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,839.6)	(2,259.0)	2,259.0	-
2056	7,516.1	16,064.5	23,580.6	-	-	(9,958.8)	(9,958.8)	(9,165.1)	(19,123.9)	4,456.7	-	4,456.7
Total				$(220,831.5)	$ (10,512.1)	$(284,838.2)	$(295,350.3)	$(264,148.6)	$(780,330.4)		$ 76,587.4	

Use of Annual Ongoing Revenues | Cash Flows

Breakeven Revenue Discount (28.2%)

Fiscal Year	Revenues: Existing Revenues for Debt Serv.	Revenues: Casino-Related Revenues	Revenues: A Total Revenue	Less: Ongoing Expenses (Debt Service/Operating): Existing Debt Service	Projected Debt Service: Projected Credit Line	Projected Debt Service: Projected G.O. Bonds	Projected Debt Service: Total	Casino-Related Operating Expenses	B Total Expenses	Current Year Surplus/(Deficit): C = A - B Excess (Deficiency)	Additional Revenues Required	Cumulative Fund Balance
2025	$ 5,825.2	$ -	$ 5,825.2	$ (5,825.2)	$ -	$ -	$ -	$ -	$ (5,825.2)	$ -	$ -	$ -
2026	7,516.1	5,896.4	13,412.6	(7,512.1)	(3,284.4)	-	(3,284.4)	(1,948.6)	(12,745.1)	667.4	-	667.4
2027	7,516.1	10,157.5	17,673.6	(7,515.4)	(4,377.7)	(1,339.5)	(5,717.2)	(2,776.2)	(16,008.8)	1,664.9	-	2,332.3
2028	7,516.1	14,128.7	21,644.9	(7,512.5)	(2,178.1)	(4,652.0)	(6,830.1)	(3,628.8)	(17,971.5)	3,673.4	-	6,005.7
2029	7,516.1	16,963.7	24,479.8	(7,512.3)	(475.1)	(9,958.8)	(10,433.9)	(8,337.5)	(26,283.7)	(1,803.9)	-	4,201.8
2030	7,516.1	17,689.6	25,205.7	(7,513.0)	(196.9)	(9,958.8)	(10,155.7)	(9,165.1)	(26,833.8)	(1,628.1)	-	2,573.7
2031	7,516.1	18,079.6	25,595.7	(7,511.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.8)	(1,040.1)	-	1,533.7
2032	7,516.1	18,344.9	25,861.0	(7,515.1)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.0)	(778.0)	-	755.7
2033	7,516.1	18,601.3	26,117.4	(7,516.1)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,640.0)	(522.6)	-	233.1
2034	7,516.1	18,890.0	26,406.1	(7,515.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.2)	(233.1)	-	0.0
2035	7,516.1	19,222.6	26,738.7	(7,511.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.6)	103.2	-	103.2
2036	7,516.1	19,222.6	26,738.7	(7,515.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,639.5)	99.2	-	202.4
2037	7,516.1	19,222.6	26,738.7	(7,512.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,636.8)	102.0	-	304.4
2038	7,516.1	19,222.6	26,738.7	(7,513.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,637.5)	101.2	-	405.6
2039	7,516.1	19,222.6	26,738.7	(7,512.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,636.3)	102.5	-	508.1
2040	7,516.1	19,222.6	26,738.7	(7,511.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.2)	103.6	-	611.7
2041	7,516.1	19,222.6	26,738.7	(7,511.2)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,635.1)	103.6	-	715.3
2042	7,516.1	19,222.6	26,738.7	(7,513.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(26,637.3)	101.4	-	816.7
2043	7,516.1	19,222.6	26,738.7	(6,714.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.3)	900.5	-	1,717.2
2044	7,516.1	19,222.6	26,738.7	(6,713.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.2)	901.6	-	2,618.7
2045	7,516.1	19,222.6	26,738.7	(6,713.3)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.2)	901.6	-	3,520.3
2046	7,516.1	19,222.6	26,738.7	(6,714.2)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.1)	900.7	-	4,421.0
2047	7,516.1	19,222.6	26,738.7	(6,713.9)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.8)	901.0	-	5,321.9
2048	7,516.1	19,222.6	26,738.7	(6,715.6)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,839.5)	899.2	-	6,221.2
2049	7,516.1	19,222.6	26,738.7	(6,714.0)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.9)	900.9	-	7,122.0
2050	7,516.1	19,222.6	26,738.7	(6,713.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.6)	901.1	-	8,023.2
2051	7,516.1	19,222.6	26,738.7	(6,712.5)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,836.4)	902.4	-	8,925.5
2052	7,516.1	19,222.6	26,738.7	(6,714.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,838.6)	900.1	-	9,825.6
2053	7,516.1	19,222.6	26,738.7	(6,711.8)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,835.7)	903.0	-	10,728.6
2054	7,516.1	19,222.6	26,738.7	(6,713.4)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,837.3)	901.5	-	11,630.1
2055	7,516.1	19,222.6	26,738.7	(6,715.7)	-	(9,958.8)	(9,958.8)	(9,165.1)	(25,839.6)	899.1	-	12,529.2
2056	7,516.1	19,222.6	26,738.7	-	-	(9,958.8)	(9,958.8)	(9,165.1)	(19,123.9)	7,614.8	-	20,144.1
Total				$(220,831.5)	$ (10,512.1)	$(284,838.2)	$(295,350.3)	$(264,148.6)	$(780,330.4)		$ -	

Appendix B
Chmura Report

PREPARED FOR

City of Petersburg



02/03/2025

Economic & Fiscal Impact of a Planned Resort Casino in Petersburg, Virginia

CHMURA

1. Executive Summary

In November 2024, the citizens of the City of Petersburg approved a referendum to establish a resort casino (casino) in the city. The City of Petersburg commissioned Chmura Economics & Analytics (Chmura)[1] to perform an economic and fiscal impact analysis of this proposed resort casino in the City of Petersburg.

This project will generate significant economic impact in the city, supporting thousands of new jobs. Chmura estimated that from Fiscal Year (FY) 2026[2] to FY2035, the total annual economic impact (direct, indirect, and induced) of the resort casino will average $289.6 million that will support 1,494 jobs per year in the City of Petersburg. Of this total impact, the resort casino operations will generate an estimated total economic impact (direct, indirect, and induced) of $287.4 million that will support 1,476 jobs per year in the city. In addition, Chmura expects the casino to attract an average of 1.9 million visitors per year, whose spending outside the casino can produce an average of $2.3 million in economic impact (direct, indirect, and induced), supporting 18 jobs in the city.

The proposed resort casino can contribute significant tax revenues to the city and state governments. From casino operations and visitor spending, the casino will generate an estimated annual average of $22.0 million in tax revenue to the City of Petersburg, and $37.8 million to the Commonwealth of Virginia, for a total of $59.8 million from FY2026 to FY2035.

In addition, from FY2025 to FY2028, the development and construction activities of the Petersburg resort casino can generate an annual economic impact (direct, indirect, and induced) of $42.9 million, supporting 240 jobs per year in the city. The construction activities will also contribute an estimated $4.9 million in state and local tax revenue from FY2025 to FY2028.

Contents

1. EXECUTIVE SUMMARY....1
2. BACKGROUND....2
3. ECONOMIC IMPACT OF PETERSBURG RESORT CASINO...3
3.1. One-time Economic Impact of Construction....3
3.2. Economic Impact of Operations....4
3.3. Economic Impact of Visitor Spending....5
3.4. Sustained Economic Impact Summary....6
4. CITY AND STATE FISCAL IMPACT....8
4.1. One-Time Tax Revenue from Construction Activities....8
4.2. Tax Revenue from Operations....8
4.3. Tax Revenue from Visitor Spending....10
4.3. Sustained Tax Impact Summary....11
APPENDIX 1. METHODOLOGY....12
A1.1. Economic Impact Methodology....12
A1.2. Impact Analysis Glossary....13
APPENDIX 2: CITY TAX BY CATEGORY AND FISCAL YEAR ..14

[1] Chmura provides economic software, consulting, and data so our clients can make informed decisions that benefit their communities. Our PhD economists, data scientists, and strategic planners are your guide to your local labor market. Over the past 26 years, we have served hundreds of clients nationwide with our thoroughness, accuracy, and objectivity.
[2] Fiscal Year 2026 starts on July 1, 2025, and ends on June 30, 2026.

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2. Background

In November 2024, the citizens of the City of Petersburg approved a referendum to establish a resort casino in the city.[3] The city selected the Cordish Companies as the operator of the casino. At the same time, Davenport & Company, LLC (Davenport) is working with the city government on its financial plan. In order to develop a multi-year financial plan, Davenport needs an economic and fiscal impact analysis of the resort casino in the City of Peterburg.

Chmura analyzed the potential economic impact of the planned resort casino from the following three sources:

- **One-time impact of construction:** The estimated project cost of $627.5 million[4] includes construction of a permanent facility, as well as outfitting that facility with furniture, fixtures, and equipment (FFE). It also includes spending on setting up a temporary casino in a tent before completion of the permanent facility, as well as soft costs such as finance charges and legal fees. The construction activities will benefit many city businesses hired as contractors for the project.

- **Resort casino operations:** Once open, the Petersburg resort casino will generate revenue from gaming, food and beverage, lodging, and entertainment. Estimates indicate that the permanent casino facility will employ over 1,100 workers and host an average of 1.9 million guests per year.[5]

- **Visitor spending outside of the resort casino:** The resort casino will draw visitors to the Petersburg region; and while many visitors will choose to dine and lodge within the casino,[6] some visitors will patronize other businesses in the city, boosting the city's tourism-related industries.

These three components constitute the direct economic impact of the planned resort casino in the City of Petersburg. The total economic impact also includes the economic ripple effects from the direct impact. The ripple impact, categorized as indirect and induced impacts, measures the benefits of the resort casino for city businesses other than those directly involved in its construction, operations, and visitor spending. For example, the resort casino will utilize many city firms to maintain its operations in the areas of marketing, logistics, and security (indirect impact). In addition, the resort casino workers will spend some of their income in places where they live, benefiting businesses such as retail stores, restaurants, and healthcare facilities (induced impact).

Chmura estimated the direct impact of the resort casino based on data provided by the Cordish Companies. Chmura estimated indirect and induced impacts using Chmura's JobsEQ® economic impact model.

[3] The Progress-Index, "Petersburg Voters Approve Casino Referendum by a Huge Margin" accessed January 6, 2025, https://www.progress-index.com/story/news/casino/2024/11/05/petersburg-voters-overwhelmingly-support-casino-coming-to-town/76085008007/
[4] Source: The Cordish Companies.
[5] Ibid.
[6] Please note that visitor spending within the resort is part of operational revenue.

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3. Economic Impact of Petersburg Resort Casino

3.1. One-time Economic Impact of Construction

The estimate of capital expenditure for the planned Petersburg resort casino is $627.5 million, measured in 2025 dollars. The money will be used to acquire land; construct the permanent facilities including a casino, a hotel, and an event center; and to install gaming equipment, furniture, and fixtures (FFE). This cost also includes $25 million to $30 million for setting up a tent for temporary casino operations while the permanent facility is under construction. Capital expenditure also funds professional services such as design, legal, and interest fees.

Figure 3.1: Permanent Facility Opens in 2027



Source: Chmura

In terms of the construction schedule, data from the Cordish Companies indicate that the casino can start operations in October 2025 (in FY2026) in a tent facility (Figure 3.1). Operations in a tent facility will last approximately two years. The full facility will start operations in the second half of 2027 (FY2028). As a result, the development and construction will span four fiscal years, from FY2025 to FY2028.[7]

Chmura utilized the JobsEQ economic impact model to estimate the one-time economic impact of casino construction in the City of Petersburg. Chmura estimated that the total one-time economic impact (direct, indirect, and induced) will average $42.9 million, supporting 240 jobs per year in the city from FY2025 to FY2028 (Table 3.1). This figure includes an annual average of $33.9 million directly spent in Petersburg, creating 167 jobs in the

Table 3.1: One-time Economic Impact of Capital Expenditure in Petersburg Averages $42.9 Million Per Year

		Direct	Indirect	Induced	Total Impact
Cumulative (FY2025-27)	**Spending (Million)**	$135.6	$11.3	$24.6	$171.5
	Employment	670	49	240	958
Annual Average (FY2025-27	**Spending (Million)**	$33.9	$2.8	$6.1	$42.9
	Employment	167	12	60	240

Note: Numbers may not sum due to rounding

Source: The Cordish Companies and JobsEQ by Chmura

[7] Source: The Cordish Companies. Some development cost will occur in the first half of 2025 (FY2025) to install the tent facility.

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city.[8] Chmura estimated that the annual indirect impact averages $2.8 million and 12 jobs in industries supporting construction, such as truck transportation and utilities. The induced impact is an estimated $6.1 million and 60 jobs in the city per year. The induced jobs will be concentrated in consumer service-related industries such as restaurants, healthcare, and retail. From FY2025 to FY2027, the cumulative economic impact (direct, indirect, and induced) of construction can reach $171.5 million, with direct impact of $135.6 million in the city.[9]

3.2. Economic Impact of Operations

The planned Petersburg resort casino will generate sustained and recurring economic benefit for the City of Petersburg. Different phases of the operations of the resort casino include:

- A temporary casino in a tent will start operations in October 2025
- The permanent facility will start operations in the second half of 2027, with 2028 being the first year of full operations. The permanent facility will include the following:
  - A casino
  - Six restaurants
  - Several bars
  - Event center/meeting space
  - A 200-room hotel
  - A spa
  - A gift shop

In this analysis, Chmura presented the economic impact of the casino operations for the period from FY2026 to FY2035, measured as the cumulative economic impact and the annual average impact of the casino operations. Since the scale of the temporary tent operations for the casino is much smaller, the annual average impact from FY2026 to FY2035 does not represent the expected "normal" impact of the permanent facility. As a result, Chmura also presented the annual average impact of the permanent facility, from FY2029 to FY2035.

When the permanent facility is in operation, the resort casino will generate revenue through multiple revenue sources, with the majority of revenue being gaming revenue. Other revenue will come from food and beverage services, hotel operations, spa, and entertainment. The annual average revenue of the casino from FY2029 to FY2035 can reach $271.7 million (nominal dollars). Gaming revenue, the largest component ($221.5 million), is followed by food and beverage

Table 3.2: Annual Impact of Hotel Operations Reaches $287.4 Million

		Direct	Indirect	Induced	Total Impact
Annual Average Permanent Facility (FY2029-35)	**Spending ($Million)**	$271.7	$38.2	$20.4	$330.3
	Employment	1,194	280	194	1,669
Cumulative (FY2026-2035)	**Spending ($Million)**	$2,364.9	$331.2	$177.7	$2,873.8
	Employment	10,482	2,522	1,754	14,759
Annual Average (FY2026-35)	**Spending ($Million)**	$236.5	$33.1	$17.8	$287.4
	Employment	1,048	252	175	1,476

Note: Numbers may not sum due to rounding

Source: The Cordish Companies and JobsEQ by Chmura

[8] The number of jobs estimated in this report includes both full-time and part-time jobs and does not represent full-time equivalent jobs.

[9] This spending figure is smaller than the total project cost because not all construction spending will occur in the City of Petersburg. For example, a large percentage of spending on gaming equipment will be spent outside the city. Chmura used the JobsEQ economic impact model to estimate the percentage of project spending that will occur in the city.

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sales ($21.9 million), and hotel revenue ($13.4 million). From FY2026 to FY2028, when the temporary casino is in operation, the lack of hotel operations results in a fall in annual revenue, and the food and beverage services are also offered on a reduced scale.

Table 3.2 presents the estimated economic impact of the operations of the resort casino in the City of Petersburg. Chmura estimated that from FY2029 to FY2035, the casino can generate an annual average economic impact (direct, indirect, and induced) of $330.3 million in Petersburg, which can support 1,669 jobs in the city. Of the total impact, $271.7 million is the estimated direct impact in Petersburg, which is equivalent to annual revenue from the casino operations. Direct employment is estimated to average 1,194 full-time and part-time jobs, or individuals hired by the casino and the onsite contractor.[10]

Chmura estimated that the indirect impact will average $38.2 million per year from FY2029 to FY2035, supporting 280 jobs in the city. Beneficiaries include businesses in a wide range of industries that support casino operations such as legal services, marketing, banking, food suppliers, and landscaping services. Chmura also estimated that the induced impact in the city will average $20.4 million per year from FY2029 to FY2035, supporting 194 jobs in the city. Beneficiaries of the induced impact mostly consist of consumer service businesses such as retail shops, restaurants, and healthcare facilities.

Including operations from the temporary casino, Chmura estimated that the casino can generate an annual average economic impact (direct, indirect, and induced) of $287.4 million in Petersburg, which can support 1,476 jobs in the city per year from FY2026 to FY2035. In addition, from FY2026 to FY2035, the cumulative economic impact is an estimated $2.9 billion in the city, supporting 14,759 cumulative jobs in the city.

3.3. Economic Impact of Visitor Spending

The planned Petersburg resort casino can attract visitors to the region. The Petersburg region is located in the southern portion of the Richmond metropolitan statistical area (MSA) that has 1.3 million residents.[11] The city is at the crossroads of interstate 95 (I-95) and I-85, which provides convenient access for residents in other population centers on the east coast. Data from the Cordish Companies show that the permanent facility can attract an average of 1.9 million visitors from 2028 to 2035. Attendance will remain stable with moderate increases in future years, as the state and regional populations expand.

While many visitors will dine and stay at the resort casino,[12] some will patronize other city businesses, benefitting tourism industries outside the casino. To estimate visitor spending outside the proposed resort casino, Chmura first calculated the average per-person spending for leisure visitors in the region, based on data from the Virginia Tourism Corporation (VTC).[13] Chmura then removed estimated spending on gaming as well as spending on food, lodging, retail, and entertainment within the casino, which gave an estimate of total visitor spending outside the casino. Chmura assumed that all out-of-resort spending will occur within a one-hour drive of the casino, as visitors can stay in hotels in Petersburg, the City of Richmond or Chesterfield County. Chmura further allocated out-of-resort visitor spending that will occur in the City of Petersburg, based on employment in hospitality industries.

[10] Source: Cordish Companies. The estimated number of jobs includes both full-time and part-time positions. They are not full-time equivalent (FTE) jobs. The estimated number of jobs is based on the place of work.
[11] Source: JobsEQ by Chmura.
[12] Please note that visitor spending within the resort is part of operational revenue.
[13] Source: https://www.vatc.org/research/travel-data-and-profiles.

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Data from the Cordish Companies indicate that 86% of visitors will be from the local market, who will make day trips to the casino. The remaining percentage of visitors includes overnight visitors who will stay in the casino hotel or other lodging establishments in the region. Chmura estimated that spending outside the casino can reach an average of $126.0 million per year from FY2029 to FY2035. Unfortunately, there are currently limited hotels, restaurants, and entertainment establishments in the City of Petersburg; and only a small portion of the out-of-casino visitor spending will stay within the city. Chmura estimated that visitor spending in the city outside the casino will reach an average of $1.7 million per year from FY2029 to FY2035. Visitor spending is allocated to different sectors such as gasoline, food and drink, lodging, and shopping.

Table 3.3: Economic Impact of Casino Visitor Spending Averages $2.3 Million per Year

		Direct	Indirect	Induced	Total Impact
Annual Average Permanent Facility (FY2029-35)	**Spending ($Million)**	$1.7	$0.2	$0.4	$2.3
	Employment	13	1	3	17
Total (FY2026-2035)	**Spending ($Million)**	$16.8	$2.1	$3.7	$22.5
	Employment	137	8	32	177
Annual Average (FY2026-35)	**Spending ($Million)**	$1.7	$0.2	$0.4	$2.3
	Employment	14	1	3	18

Note: Numbers may not sum due to rounding

Source: JobsEQ by Chmura

Direct visitor spending can generate additional economic impact in Petersburg (Table 3.3). When the permanent facility is in operation, Chmura estimated that the total annual economic impact (direct, indirect, and induced) of visitor spending will average $2.3 million from FY2029 to FY2035, that can support 17 annual jobs in the city. Of this impact, direct visitor spending can reach an average of $1.7 million per year that can support 13 jobs in the city, mostly in tourism-related businesses such as hotels, gas stations, restaurants, and retail shops. There are additional indirect and induced benefits in the city as well.

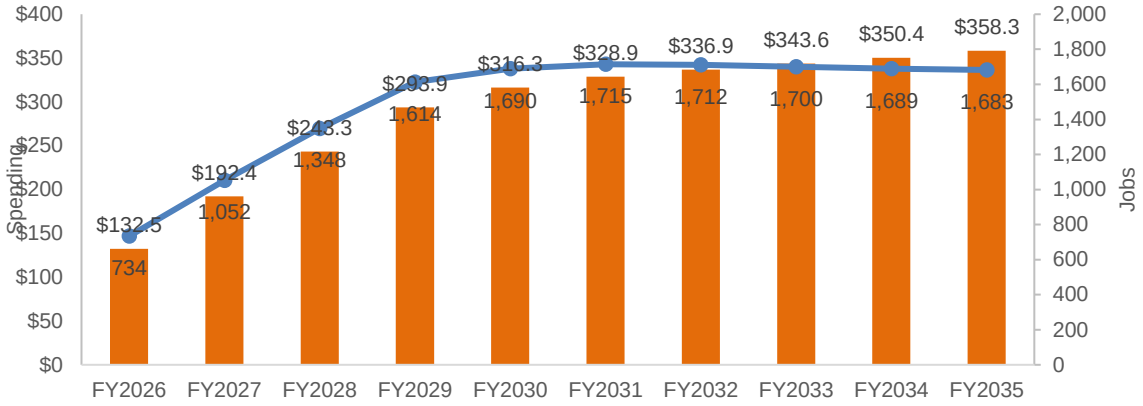
Please note that the estimated impact from visitor spending is based on the existing businesses in the city. It is likely that the casino resort can spur private investment in businesses such as new hotels or restaurants around the casino. If such investments occur, a larger percentage of visitor spending outside the casino will stay within the city limit, boosting the economic impact.

3.4. Sustained Economic Impact Summary

Combining operations and visitor spending, Figure 3.2 summarizes the recurring economic impact of the planned Petersburg resort casino in the City of Petersburg. From FY2026 to 2035, Chmura estimated that the total annual economic impact (direct, indirect, and induced) will average $289.6 million that can support 1,494 jobs in the City of Petersburg per year. Chmura also estimated that the cumulative economic impact will reach $2.9 billion from FY2026 to FY2035.

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Figure 3.2: Recurring Economic Impact of the Casino Averages $289.6 Million in the City of Petersburg (Operations & Visitor Spending)



Source: Chmura Economics & Analytics

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4. City and State Fiscal Impact

The planned Petersburg resort casino will also generate tax revenue for the state and city governments. To be conservative, Chmura estimated tax revenue from the direct impact alone.[14]

4.1. One-Time Tax Revenue from Construction Activities

During the construction phase, the state government can benefit from individual and corporate taxes from construction spending. From FY2025 to FY2028, Chmura estimated that cumulative individual and corporate income taxes will be $2.8 million and $0.8 million, respectively. This estimate is based on the individual income tax rate of 5.4% and corporate tax rate of 6.0% on business profits.[15]

The purchase of supplies and furniture, fixture, and equipment (FFE) is subject to state and local sales tax. The state sales tax rate is 4.3% and the city's rate is 1.0%, for a total of 5.3%.[16] As a result, Chmura estimated cumulative sales tax of $0.9 million for the state government and $0.2 million for city government from FY2025 through FY2028.

Construction spending by contractors in the city is subject to the business, professional, and occupational license (BPOL) tax, depending on spending categories such as construction or professional services. Chmura estimated the cumulative BPOL tax revenue for the city government at $0.2 million from FY2025 to FY2028.

Table 4.1: Tax Revenues from Capital Expenditure Totals $4.9 Million

	State	City	Total
Sales	$0.9	$0.2	$1.1
Individual Income	$2.8		$2.8
Corporate Income	$0.8		$0.8
BPOL		$0.2	$0.2
Total	**$4.5**	**$0.4**	**$4.9**

Note: Numbers may not sum due to rounding

Source: Chmura

4.2. Tax Revenue from Casino Operations

Operations of the planned resort casino in Petersburg can generate recurring tax revenue for the state and city governments. The state government will benefit from the following main tax streams: sales, individual income, and corporate income. The city government will benefit from local sales, meals, lodging, BPOL, and property taxes.[17] In addition, legislation authorizing casino gaming in Virginia resulted in the creation of a new gaming tax, generating revenue for both state and city governments.

For resort casino operations, sales tax is applied to the sales of food and beverage, lodging, and other merchandise within the casino. Chmura estimated that annual sales tax from casino operations will average $1.5 million for the state government, and $0.4 million from the permanent facility operations for the City of Petersburg from FY2029 to FY2035 (Table 4.2).

[14] This approach is recommended by Burchell and Listokin in *The Fiscal Impact Handbook*. Source: Burchell, R.W. and Listokin, D. 1978. The Fiscal Impact Handbook: Estimating Local Costs and Revenues of Land Development. Center for Urban Policy Research, New Brunswick, NJ; Rutgers, The State University of New Jersey.

[15] The individual tax rate is based on the estimated average wage of workers on the casino project. Source: Virginia Department of Taxation.

[16] The total sales tax rate for Petersburg is 5.3%, with 1% going to local government, 4.3% to the state general fund.

[17] The tax estimated in this section is based on the current tax rates in Virginia and the City of Petersburg.

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Table 4.2: Annual Tax Revenues from Petersburg Resort Casino Operations Averages $53.0 Million

	Average Permanent Facility (FY2029-35)			Cumulative (FY2026-35)			Annual Average (FY2026-35)		
	State	City	Total	State	City	Total	State	City	Total
Sales	$1.5	$0.4	$1.9	$12.2	$2.8	$15.0	$1.2	$0.3	$1.5
Individual Income	$2.0		$2.0	$17.2		$17.2	$1.7		$1.7
Corporate Income	$4.4		$4.4	$28.6		$38.6	$3.9		$3.9
Meals		$1.5	$1.5		$12.6	$12.6		$1.3	$1.3
Lodging		$1.3	$1.3		$10.3	$10.3		$1.0	$1.0
BPOL		$0.8	$0.8		$7.2	$7.2		$0.7	$0.7
Gaming	$27.5	$13.5	$41.0	$241.8	$119.4	$361.1	$24.2	$11.9	$36.1
Real Estate		$6.8	$6.8		$57.9	$57.9		$5.8	$5.8
Business Personal Property		$1.0	$1.0		$9.8	$9.8		$1.0	$1.0
Total	**$35.4**	**$25.4**	**$60.8**	**$309.7**	**$220.0**	**$529.8**	**$31.0**	**$22.0**	**$53.0**

Note: Numbers may not sum due to rounding

Source: Chmura

Virginia can collect individual income tax from wages and salaries paid to Petersburg casino employees. From FY2029 to FY2035, the casino will employ over one thousand workers per year. Chmura estimated that the state individual income tax will average $2.0 million from FY2029 to FY2035.[18] The state government will also collect corporate income tax on the operational profit of the Petersburg casino. Based on the projected profits, Chmura estimated that the state corporate income tax will average $4.4 million per year from FY2029 to FY2035.

Food and beverage sales within the casino are subject to the city's 7.0% meals tax.[19] Based on projected food and beverage revenue, Chmura estimated that the meals tax will average $1.5 million per year from FY2029 to FY2035.

Similarly, spending on lodging at the casino hotel is subject to the city's lodging tax, which is 10.0% of lodging revenue.[20] Chmura estimated that the city lodging tax will average $1.3 million per year from FY2029 to FY2035.

Finally, various business revenue streams from the Petersburg resort and casino operations are subject to the city BPOL tax; Chmura estimated that BPOL tax revenue from resort operations will average $0.8 million from FY2029 to FY2035.

The legislation that authorizes casino gaming in Virginia resulted in the creation of a new gaming tax, with revenue going to both state and city governments. This tax is based on total gaming revenues. The combined state and local gaming tax rates are 18% for gaming revenue below $200 million, 23% for gaming revenue between $200 and $400 million, and 30% for gaming revenue over $400 million. For the city government, the gaming tax rate is 6% for gaming revenue below $200 million, 7% for gaming revenue between $200 and $400 million, and 8% for gaming revenue over $400 million.[21] Applying those rates to the estimated gaming revenue of the planned Petersburg casino, Chmura estimated that the total gaming tax

[18] Virginia has a progressive individual income tax. Based on the estimated average income of employees at the proposed casino, the average income tax rate is 5.0%. Source: Virginia Department of Taxation.

[19] Source: Petersburg City website at: https://petersburgva.gov/DocumentCenter/View/8382/Printable?bidId=.

[20] Source: Petersburg City Website at: https://petersburgva.gov/DocumentCenter/View/5779/Lodging-Tax-Form?bidId=

[21] Source: Code of Virginia, Casino Gaming, Taxation, https://law.lis.virginia.gov/vacodefull/title58.1/chapter41/article9/

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(both state and city) will average $41.0 million from FY2029 to FY2035, with $13.5 million going to the city government and $27.5 million going to the state.

In addition, investment in the Petersburg casino will expand the tax base of the city, generating real estate and personal property tax revenue. Petersburg's current real estate tax rate is 1.27% of the assessed value, and the personal property tax rate is 4.9% of the assessed value.[22] The total assessed value of the real property is estimated to include the cost of casino buildings and land. The assessed value of business personal property, based on the original cost of furniture, fixtures, and equipment (FFE) in the casino, will depreciate in future years.[23] Based on the above information, Chmura estimated that the real estate tax will average $6.8 million, and the business personal property tax will average $1.0 million per year from FY2029 to FY2035.

In summary, the operations of the Petersburg resort casino can contribute $35.4 million to the state government and $25.4 million to the city government, for a total of $60.8 million per year from FY2029 to FY2035. From FY2026 to FY2035, Chmura estimated that the cumulative state and local tax revenue from visitor spending will reach $529.8 million, averaging $53.0 million per year.[24]

4.3. Tax Revenue from Visitor Spending

For visitor spending, individual income tax is collected from workers' wages and salaries at businesses serving Petersburg casino visitors. Once the permanent facility is operational, Chmura estimated that individual income tax will average $1.9 million from FY2029 to FY2035. For visitor spending, corporate income tax is levied on profits from businesses serving visitors of the casino. Chmura estimated that the state corporate income tax will average $0.3 million per year from FY2029 to FY2035.

Table 4.3: Annual Tax Revenue for Visitor Spending Average $6.9 Million

	Average (FY2029-35)			Cumulative (FY2026-35)			Annual Average (FY2026-35)		
Tax	**State**	**City**	**Total**	**State**	**City**	**Total**	**State**	**City**	**Total**
Sales	$4.9	$0.01	$4.9	$46.4	$0.1	$46.5	$4.6	$0.01	$4.6
Individual Income	$1.9		$1.9	$18.6		$18.6	$1.9		$1.9
Corporate Income	$0.3		$0.3	$3.1		$3.1	$0.3		$0.3
Meals		$0.03	$0.03		$0.3	$0.3		$0.03	$0.0
Lodging		$0.01	$0.01		$0.1	$0.1		$0.01	$0.0
BPOL		$0.00	$0.0		$0.04	$0.0		$0.00	$0.0
Total	$7.1	$0.1	$7.2	$68.1	$0.6	$68.6	$6.8	$0.1	$6.9

Note: Numbers may not sum due to rounding

Source: Chmura

[22]Petersburg, Virginia, "City of Petersburg Tax Rates," accessed January 8, 2025, https://www.petersburgva.gov/852/City-of-Petersburg-Tax-Rates

[23] The City of Petersburg has an assessment ratio for different business personal properties based on the years of service. For example, in the first year, the assessed value of business equipment is 40% of the original cost, and 35% for the second year, and so forth. Source: https://www.petersburgva.gov/DocumentCenter/View/8042/2024-Business-Tangible-Equipment-Filing

[24] Appendix 2 lists city tax revenue by fiscal year and tax type.

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For visitor spending, sales tax is applied to food and beverage sales, lodging, retail sales, and gasoline. From anticipated visitor spending, Chmura estimated that sales tax will average $4.9 million for the state government and $0.01 million for the City of Petersburg from FY2029 to FY2035.

Similarly, visitor spending on food service elsewhere in the city will also generate meals tax. Chmura estimated that the total meals tax will average $0.03 million from FY2029 to FY2035. Visitor spending at other city hotels outside the casino is subject to lodging tax, which is estimated to average $0.01 million from FY2029 to FY2035.

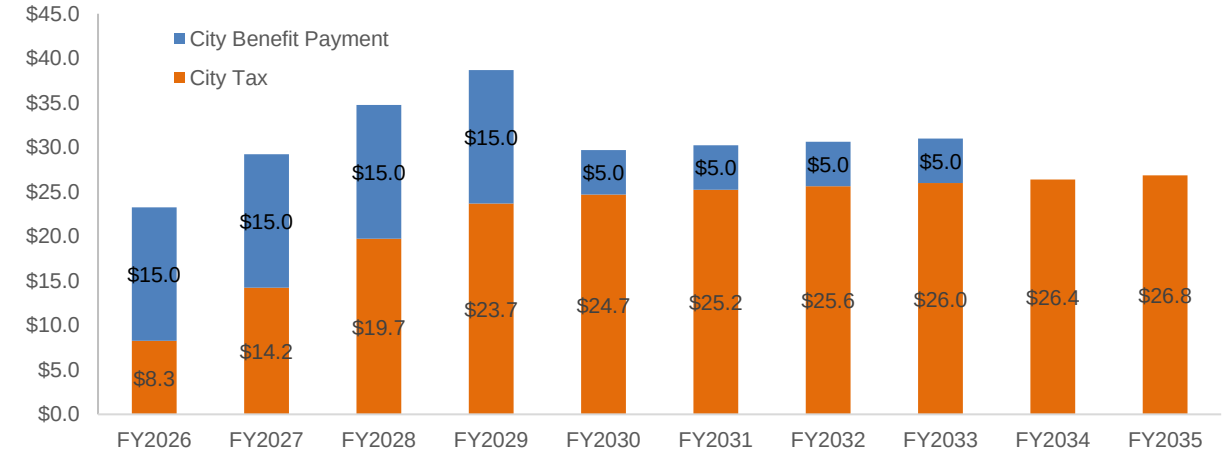
In summary, Petersburg casino visitors who spend money elsewhere in the city can contribute $7.1 million tax revenue to the state government and $0.1 million to the city government per year, for a total of $7.2 million per year from FY2029 to FY2035. From FY2026 to FY2035, Chmura estimated that the cumulative state and local tax revenue from visitor spending will reach $68.6 million, averaging $6.9 million per year.

4.3. Sustained Tax Impact Summary

Combining operations and visitor spending, Chmura estimated that the annual tax revenue will average $59.8 million per year from FY2025 to FY2035, with $37.8 million to the state government and $22.1 million to the City of Petersburg. Chmura also estimated that the cumulative fiscal impact will reach $598.4 million from FY2025 to FY2035, $377.8 million for the state and $220.6 million for the City of Petersburg.

Not included in the above estimate is the additional benefit payment the Cordish Companies will make to the City of Petersburg. Cordish Companies committed to an upfront contribution of $15 million per year to the city for the first four years of the project, for a total of $60 million. In addition, the company will also offer at least $5.0 million per year of revenue sharing for the first four years when the permanent facility is operational. Figure 4.1 presents the tax revenues and benefit payment to the city of Peterburg from FY2026 to FY2035. If the $80.0 million benefit payment from the company is included, Chmura estimated that the cumulative fiscal impact for the City of Petersburg will reach $300.1 million from FY2025 to FY2035, averaging $30.0 million per year.

Figure 4.1: Estimated City Tax and Benefits Total $300.6 Million



Source: Chmura Economics & Analytics

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Appendix 1. Methodology

A1.1. Economic Impact Methodology

The economic impact of the planned casino resort in the City of Peterburg will come from three sources:

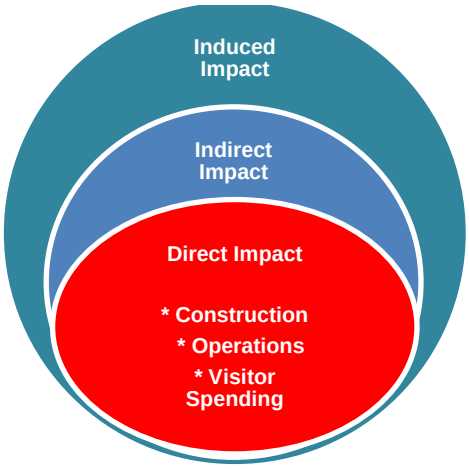
- **One-time economic impact of construction:** The planned casino resort will cost over $600.0 million to construct and develop. Hiring of many city contractors for the project will result in a significant economic impact in the city.

- **Economic impact of the casino resort operations:** At its full capacity, we estimated that the facility will include a casino, on-site hotel, restaurants, entertainment venues, and retail establishments. The operation of the casino resort will utilize many city firms in the areas of marketing, supplies, and security, benefiting other businesses (indirect impact). In addition, casino resort workers will spend part of their income in the places where they work, benefiting businesses such as retail stores, restaurants, and healthcare facilities (induced impact).

- **Visitor spending:** Casino resort visitors will spend money in the city. Visitor spending will benefit local businesses, which will, in turn, generate an indirect and induced economic impact in the city.

These three sources constitute the direct economic impact of the planned casino resort in the city. Total economic impact also includes economic ripple effects from the direct impact. Ripple effects, categorized as indirect and induced impacts, measure the secondary benefits generated by construction, operations, and visitor spending. These effects benefit many local businesses that support the casino resort, such as suppliers for local restaurants and retail shops. They also benefit local businesses that cater to workers in the tourism industry.

Figure A1.1: Three Types of Economic Impact



Source: Chmura Economics & Analytics

Utilizing the JobsEQ® economic impact model, Chmura determined the direct impact and then estimated the indirect and induced impacts. Figure A1.1 illustrates the economic impact framework.

This study also estimates the fiscal benefit of the planned casino resort to city and state governments. Local tax revenue includes real estate, business personal property, sales, meals, and lodging taxes as well as business, professional, and occupational license (BPOL) tax. The Virginia state government can benefit from sales, individual, and corporate income taxes. In addition, both the state and city government will receive significant tax revenue from gaming tax, specifically designed for the casino gaming industry.

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A1.2. Impact Analysis Glossary

JobsEQ Economic Impact – An economic impact assessment modeling system. It allows the user to build economic models to estimate the impacts of economic changes in states, counties, or communities.

Input-Output Analysis – An examination of business-business and business-consumer economic relationships capturing all monetary transactions in a given period, allowing one to calculate the effects of a change in an economic activity on the entire economy (impact analysis).

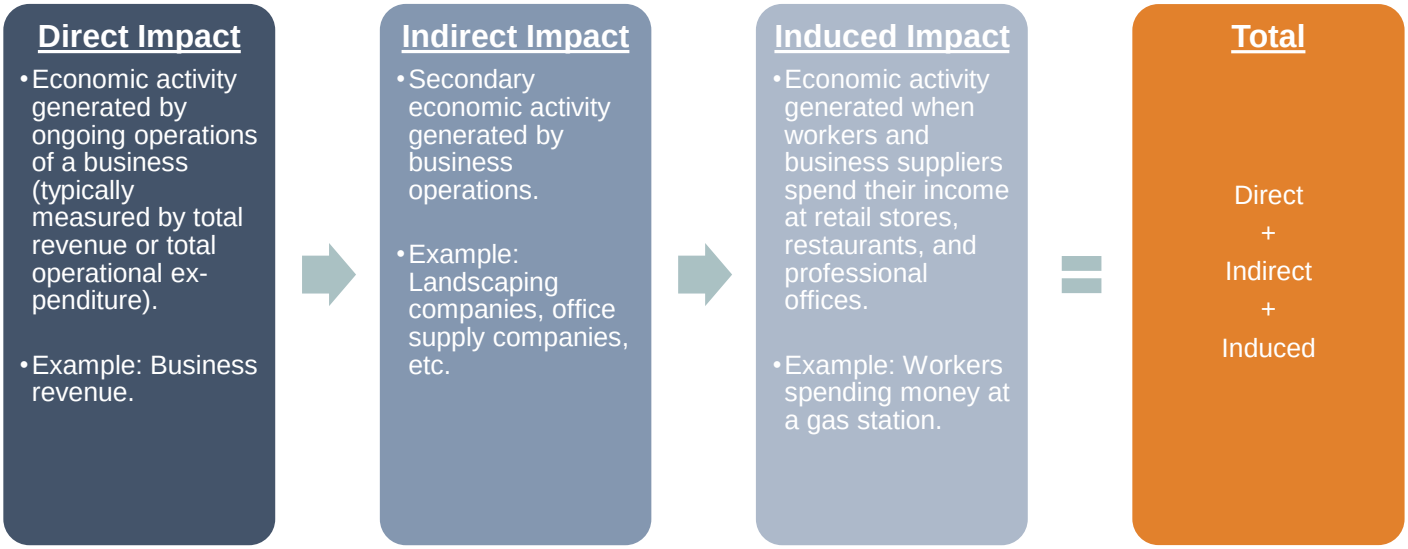
Direct Impact - Economic activity generated by a project or operation. For construction, this represents the activity of the contractor; for operations, this represents activity by tenants of the property.

Indirect Impact – An economic activity that is generated by a project or operation. An example might be a new office building generating demand for parking garages.

Induced (Household) Impact – Economic activity generated by household income resulting from direct and indirect impacts.

Ripple Effect – The sum of induced and indirect impacts. In some projects, it is more appropriate to report ripple effects than indirect and induced impacts separately.

Multiplier - The cumulative impacts of a unit change in economic activity on the entire economy



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Appendix 2: City Tax by Category and Fiscal Year

Table A2.1: City Taxes from Casino Operations

	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	**Total**
Sales	$49,586	$95,928	$211,739	$308,868	$331,323	$349,825	$360,145	$367,178	$374,352	$382,611	**$2,831,556**
Meals	$347,100	$572,917	$980,419	$1,327,086	$1,441,000	$1,527,843	$1,563,147	$1,594,410	$1,626,298	$1,663,092	**$12,643,312**
Lodging	$0	$140,822	$716,790	$1,192,844	$1,254,659	$1,315,621	$1,368,384	$1,394,056	$1,420,241	$1,450,265	**$10,253,683**
BPOL	$339,082	$489,830	$610,159	$731,247	$786,874	$817,710	$837,325	$854,006	$871,021	$890,714	**$7,227,969**
Gaming	$6,044,525	$8,587,792	$10,145,510	$11,805,916	$12,785,443	$13,316,819	$13,679,394	$13,992,982	$14,312,842	$14,681,372	**$119,352,596**
Real Estate	$1,136,158	$3,408,475	$5,680,792	$6,816,951	$6,816,951	$6,816,951	$6,816,951	$6,816,951	$6,816,951	$6,816,951	**$57,944,081**
Personal Property	$296,392	$852,127	$1,333,764	$1,444,911	$1,222,617	$1,037,372	$926,225	$889,176	$889,176	$889,176	**$9,780,934**
City Benefit Payment	$15,000,000	$15,000,000	$15,000,000	$15,000,000	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$0	$0	**$80,000,000**
Total	**$23,212,843**	**$29,147,892**	**$34,679,173**	**$38,627,822**	**$29,638,868**	**$30,182,142**	**$30,551,571**	**$30,908,759**	**$26,310,881**	**$26,774,181**	$300,034,132

Note: Numbers may not sum due to rounding

Source: Chmura

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **October 21, 2025**

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: John M. Altman, Jr, City Manager

RE: **Water and Sewer Rate Increase – Proposed**

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

BACKGROUND: At the June 17, 2025 City Council meeting, Davenport and Company introduced a plan for a $30 million line of credit 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 project with a 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. At the October 7, 2025 City Council worksession, Davenport and Jacobs presentation the utility rate study to City Council. The public hearings on the plans of finance and utility rate increases are scheduled for October 21, 2025.

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: May 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: **DRAFT Ordinance Amending City Code**
Davenport Utility Fund Presentation
Jacobs Rate Study
JMT – Water/Wastewater Improvement Program Review Presentation

STAFF: Leon Glaster, Chief Financial Officer/Director of Finance
Garry Crozier, Budget Manager
Lacy Ward,
Richard Harris, Interim Director of Public Works

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Petersburg, VA 23803
(804) 733-2301
www.petersburgva.gov

M E M O R A N D U M

To: The Honorable City Council

From: John M. Altman, Jr., City Manager

Date: October 15, 2025

Re: **Proposed Utility Rate Increase**

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.

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 and ensuring it is financial self-supporting (i.e., no financial support from the General Fund).

At the June 17, 2025 City Council meeting, Davenport and Company introduced a multi-year strategic plan of finance 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 project 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 of finance and utility rate increases are scheduled for October 21, 2025. At the October 7, 2025 Council worksession, Jacobs presented the results of the utility rate study to City Council.

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.

As a result of the utility rate study, Jacobs developed the following three (3) scenarios for City Council consideration:

1. **Scenario 1**
    - Considers long-term debt funding for CIP,
    - Continuation of approximately $867,000 PILOT payment to the General Fund.
    - Highest level of rate increases because of PILOT
2. **Scenario 2**
    - Considers long-term debt funding for CIP,
    - No PILOT is assumed in FY 2026 and beyond.
    - Lower level of rate increases because of the PILOT
3. **Scenario 3**
    - 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.
    - 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, which is an approximate $7.50/month for a typical residential bill, and planned rate increases in FY 2027 through FY 2030. 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

RECOMMENDATION

The City Administration supports Jacobs' recommendation that the City implement Scenario 3 with a 5-year Rate Plan and recommends City Council approve the 9.5% rate increase beginning January 1, 2026, and move forward with planned rate increases in FY 2027 through FY 2030; and discontinuing the PILOT payments. The City Administration bases this recommendation upon the following:

- The Water and Sewer CIP identifies significant capital infrastructure investment in response to deferred maintenance and recent economic development. To fund the capital requirements, the pro-forma analysis evaluated several debt financing options.

- Economic development efforts will require investment in capital infrastructure to provide water and sewer services to support retention/expansion of existing businesses and new business recruitment.
- 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.
- The rate increase will facilitate a Virginia Resources Authority (VRA) loan of $21 million at 0.5% interest. Without the rate increase the City will not receive the loan.
- The projected rate increases help the Utility Department achieve and maintain financial performance and metrics needed to support debt funding.
- The proposed utility rate increases are fair and uniform.

If you have any questions, please do not hesitate to contact me.

2025 - ORD - 076

AN ORDINANCE TO AMEND AND RE-ADOPT SECTION 114-136 AND SECTION 114-236 OF THE CITY CODE, AS AMENEDED, 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	$/Gallon Waste Water
0 through ~~2,224~~ 2,244 Gallons	~~$.000895~~ $.000981	~~$.002003~~ $.002193
> ~~2,224~~ 2,244 ≤ 93,500 Gallons	~~$.003790~~ $.004151	~~$.008612~~ $.009431
> 93,500 Gallons	~~$.002431~~ $.002663	~~$.005502~~ $.006025

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
⅝"	~~$ 9.92~~ $10.86
1"	~~24.82~~ $27.17
1½"	~~43.39~~ $47.50

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
⅝"	~~$ 22.50~~ $24.64
1"	~~ 56.22~~ $61.57
1½"	~~ 98.44~~ $107.80
2"	~~ 179.87~~ $196.98
3"	~~ 365.04~~ $399.76
4"	~~ 562.13~~ $615.59
6"	~~ 1,124.26~~ $1,231.19
8"	~~ 2,248.52~~ $2,462.39
10"	~~ 3,485.20~~ $3,816.68
12"	~~ 3,934.37~~ $4,308.57

(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.

DAVENPORT PUBLIC FINANCE 1863

Summary of the 2024-2025 Rate Study

Rate Study Prepared by Jacobs with the Assistance of Davenport & Company LLC

April 2025

Member NYSE | FINRA | SIPC

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).

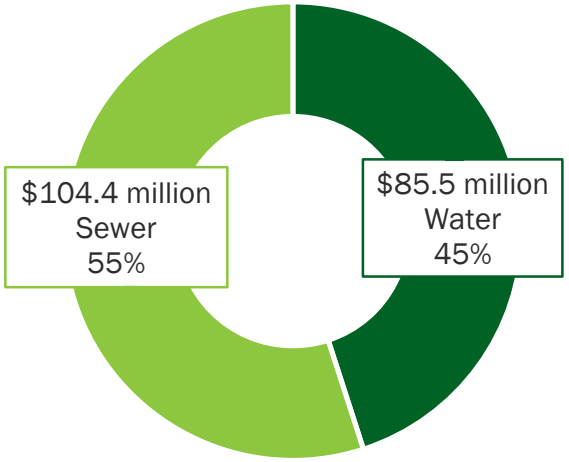
Key Assumptions Built into the Rate Study

Capital Projects and Funding Sources

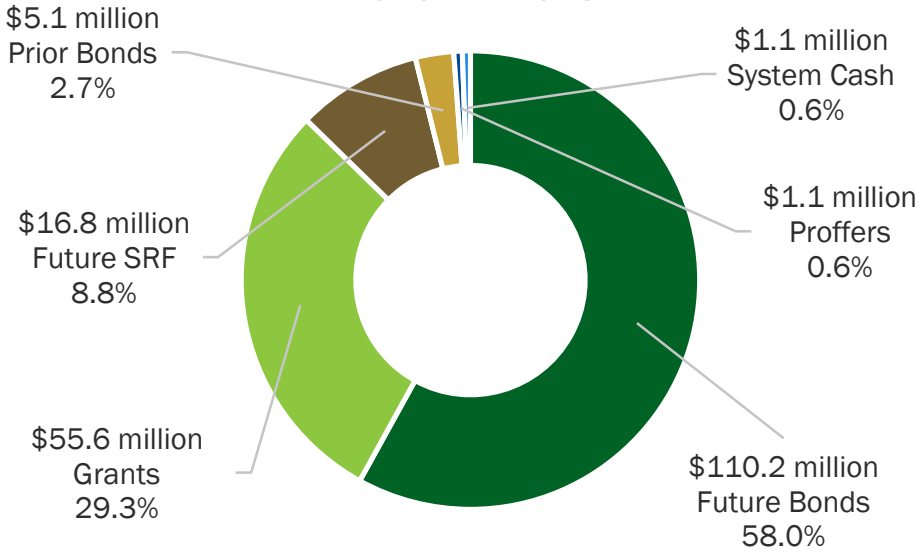
- Based on discussions with City Staff and engineering consultants, approximately $189.9 million of capital projects is assumed for FY 2025 through FY 2029.

- 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



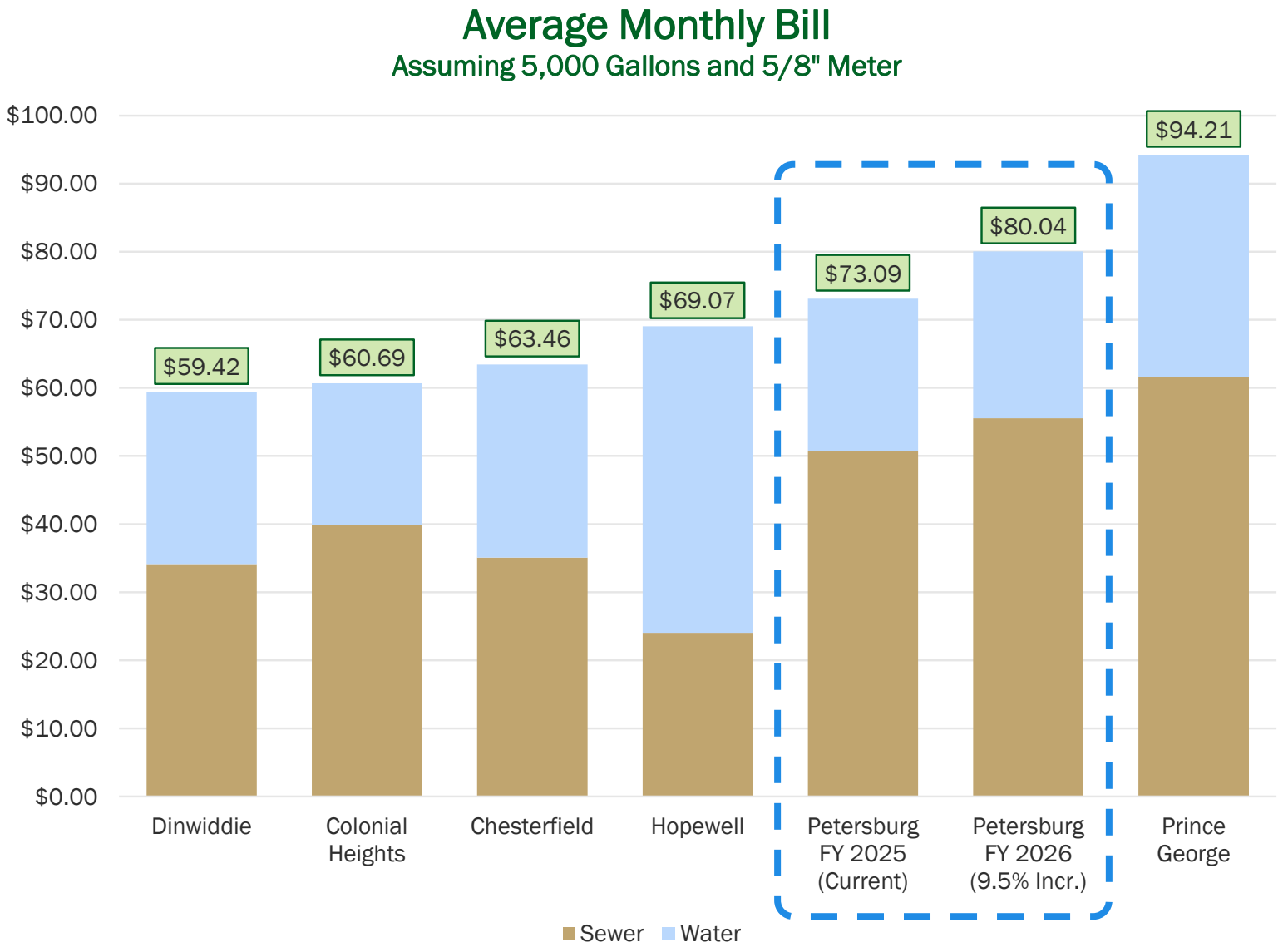
Rate Impact Estimates

- 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							
2	**Scenario 1: Base Case**						
3	Rate Increase	0.00%	12.50%	1.50%	12.50%	7.75%	7.75%
4	Average Monthly Bill[(1)]	$73.09	$82.23	$92.51	$104.09	$112.15	$120.84
5							
6	**Scenario 2: Base Case Without PILOT**						
7	Rate Increase	0.00%	11.00%	11.00%	11.00%	8.00%	8.00%
8	Average Monthly Bill[(1)]	$73.09	$81.14	$90.06	$99.96	$107.96	$116.60
9							
10	**Scenario 3: Interim Financing Without PILOT**						
11	Rate Increase	0.00%	9.50%	9.50%	9.50%	8.75%	6.00%
12	Average Monthly Bill[(1)]	$73.09	$80.04	$87.64	$95.96	$104.36	$110.62
13							
14	**Scenario 4: Increased Collections (to 90%)**						
15	Rate Increase	0.00%	8.00%	8.00%	8.00%	8.00%	6.00%
16	Average Monthly Bill[(1)]	$73.09	$78.94	$85.25	$92.60	$100.11	$106.12

(1) Based on monthly usage of 5,000 gallons, which is representative of approximately 80% of all accounts.

Water and Sewer Bill Comparison



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

1851 Alexander Bell Drive
Suite 100
Reston, VA 20191

Contents

Section Page

Contents ..... **iii**

Acronyms and Abbreviations ..... **v**

Executive Summary **1**

1 Introduction and Background **1-1**

2 Assumptions **2-1**

3 Customer and Usage Information **3-1**

4 Water and Sewer Rate Structures **4-1**

5 Water and Sewer Revenues **5-1**

6 Operating Costs **6-1**

7 Capital Improvement Plan **7-1**

8 Debt Service **8-3**

9 Pro forma and Rate Impact Analysis **9-1**

10 Water and Sewer Bill Comparison **10-1**

11 Conclusion **11-1**

Appendices

Appendix 1 – Summary of Water and Sewer Rate Codes

Appendix 2 – Revenue Model based on Average Water Usage

Table(s)

Table 1-1. Typical actions used by utility systems for billing and collection

Table 3-1. Number of Accounts by Meter Size by Customer Category

Table 3-2. FY 2024 Estimated Water Usage (gallons) by Tier by Customer Type

Table 3-3. Average Usage (gallons) by Tier for Sewer Rate Codes

Table 4-1. Monthly Water Capacity Fee $/Bill

Table 4-2. Monthly Sewer Capacity Fee $/Bill

Table 4-3. Water and Sewer Commodity Charges ($/gallons)

Table 5-1. Historical Water and Sewer Revenues

Table 5-2. Estimated Water and Sewer Revenues for FY 2025

Table 5-3. Historical Non-Rate Revenues

Table 5-4. Review of Accounts Receivable, Utility Reports, and Aging Reports.

Table 6-1. Historical and Budget Operating Expenses, FY 2022 through FY 2025 (millions of dollars)

Table 7-1. City of Petersburg Water Utility CIP

Table 7-2. City of Petersburg Sewer Utility CIP

Table 8-1. Existing Debt Service FY 2025 through FY 2043

Table 9-1. Pro forma and Rate Impact Analysis

Table 9-2. Typical Monthly Bill Impact by Scenario

Table 10-1. Typical Residential Bill and Affordability Metrics (Scenario 3)

Figure(s)

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
Figure 3-1. Frequency Distribution for Average Monthly Usage (gallons)
Figure 3-2. Distribution of Average Monthly Usage by Rate Tier
Figure 10-1. Comparison of Typical Monthly Residential Bill (5/8” meter and 5,000 gallons)

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.

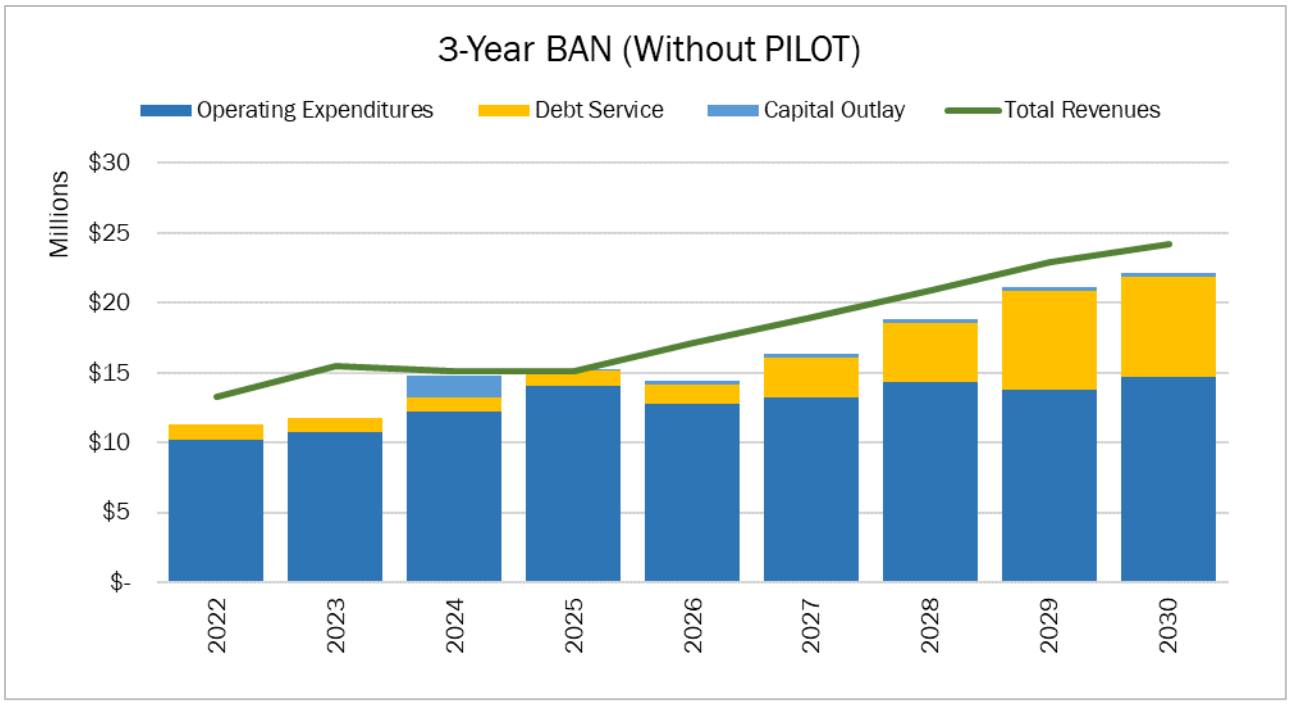


Figure ES-1. Historical and Projected Revenues, Expenses, and Debt Service

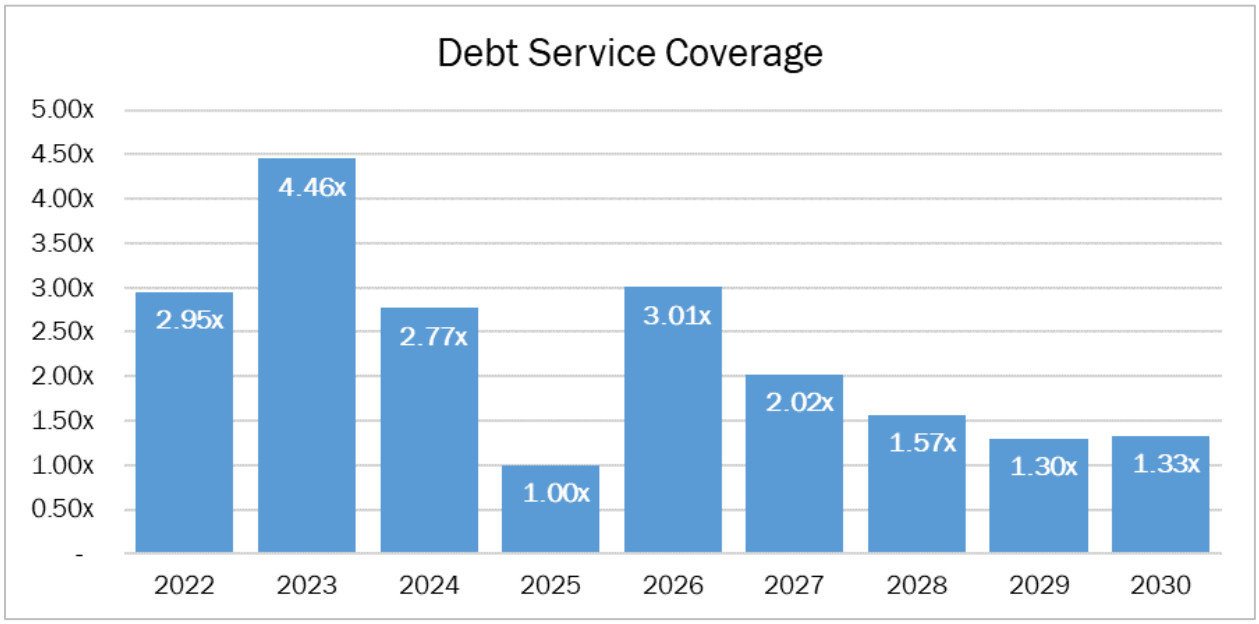


Figure ES-2. Historical and Projected Debt Service Coverage Ratio

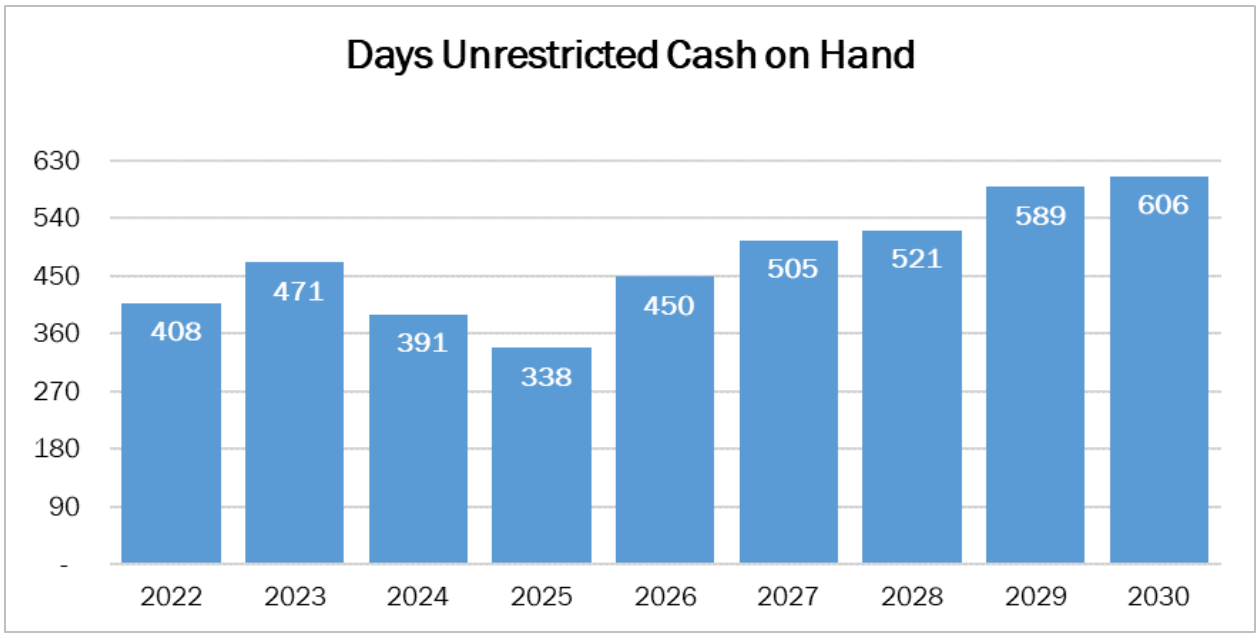


Figure ES-3. Historical and Projected Days Reserves on Hand

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 capit al 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.

SECTION 1

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.

SECTION 2

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.

SECTION 3

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.

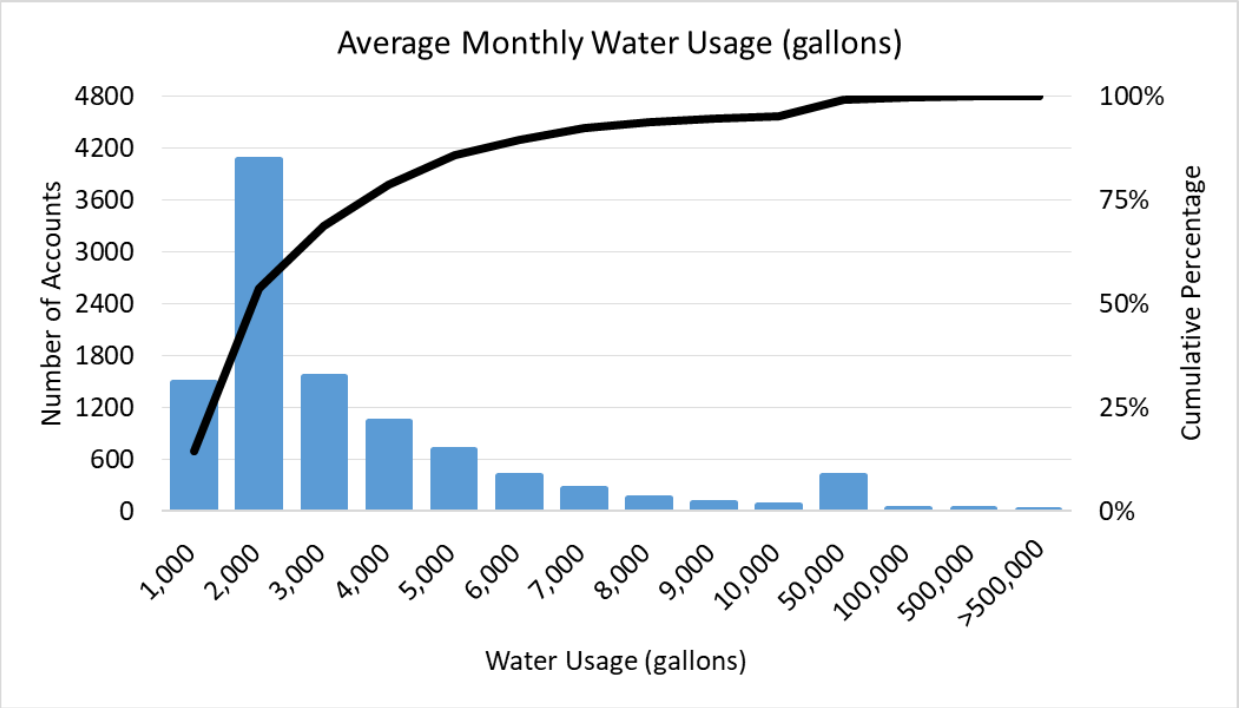


Figure 3-1. Frequency Distribution for Average Monthly Usage (gallons)

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.

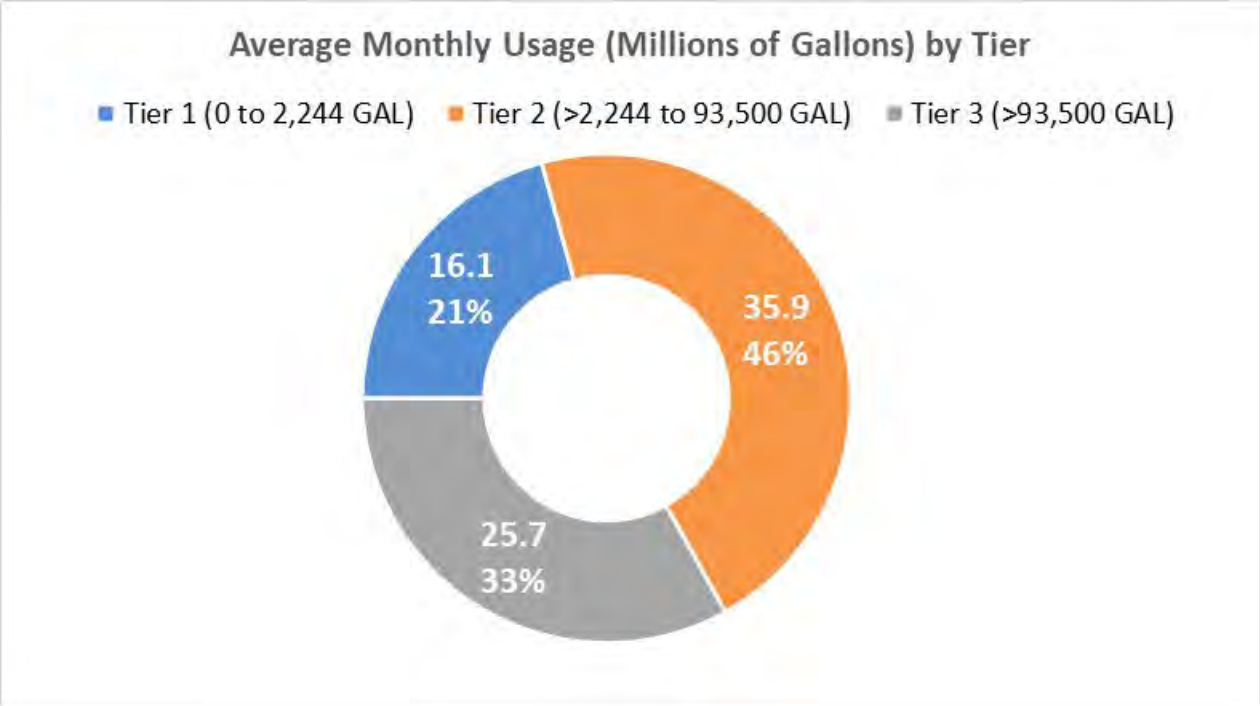


Figure 3-2. Distribution of Average Monthly Usage by Rate Tier

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.

SECTION 4

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.

SECTION 5

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	4,9 77,112	8,380,853	8,177,552	8,550,000
Industrial	395,594	561,874	548,244	495,000
Commercial	6,667,459	6,114,453	5,966,130	5,834,073
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	1,433	19,796	0	0
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

SECTION 6

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

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SECTION 7

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**

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**

SECTION 8

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

SECTION 9

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

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

SECTION 10

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.

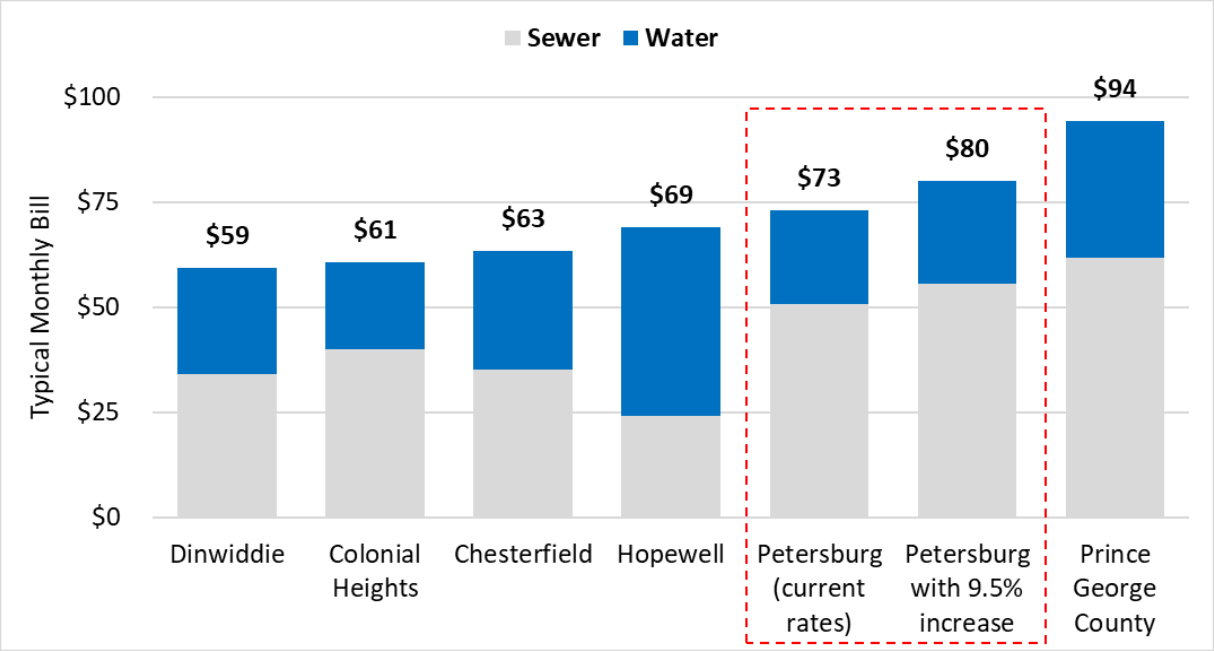


Figure 10-1. Comparison of Typical Monthly Residential Bill (5/8" meter and 5,000 gallons)

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

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"

SECTION 11

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

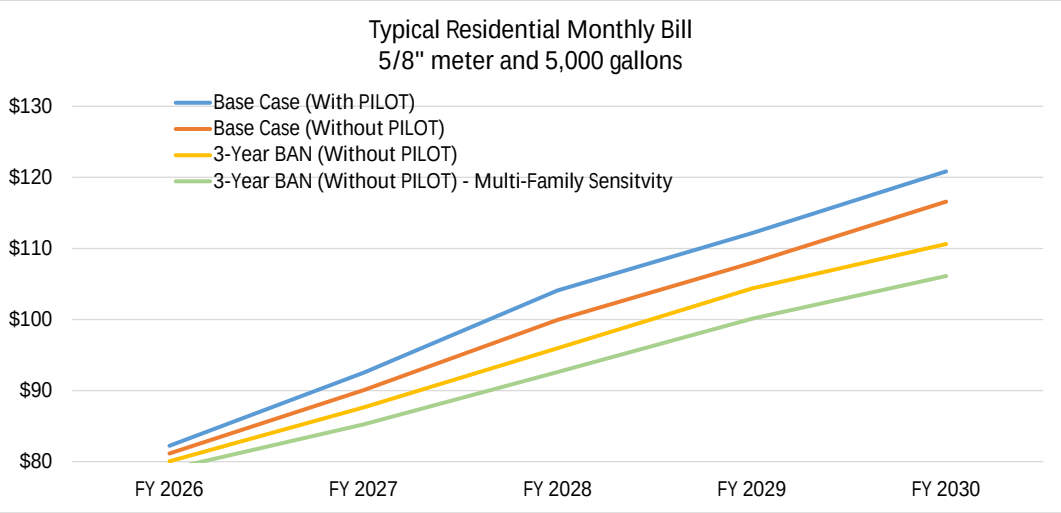
Based on the rate study presented herein, recommendations to the City are as follows:

- 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

	Annual percent rate increase				
Scenarios:	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 Sensitvity	8.00%	8.00%	8.00%	8.00%	6.00%

Typical Residential Bill (5,000 gallons and 5/8")	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 Sensitvity	$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) $/gallon	Residential gallons	Industrial gallons	Commercial gallons	Multifamily gallons	Estimated Annual Usage gallons	Estimated Annual Revenue
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) $/gallon	Residential gallons	Industrial gallons	Commercial gallons	Multifamily gallons	Estimated Annual Usage gallons	Estimated Annual Revenue
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	Estimate Number of Bills	Estimated Annual Revenue
5/8"	$9.92	8,290	2	538		8,830	105,960	$1,051,100
3/4"	$24.82	187	1	19		207	2,484	$61,700
1"	$24.82	1,584	3	313		1,900	22,800	$565,900
1 1/2"	$43.39	9	1	102		112	1,344	$58,300
2"	$79.30	2	2	132		136	1,632	$129,400
3"	$158.58	2		6		8	96	$15,200
4"	$247.80		4	3		7	84	$20,800
6"	$495.65			6		6	72	$35,700
8"	$991.30					0	0	$0
10"	$1,536.51		2			2	24	$36,900
Total		10,074	15	1,119	0	11,208	134,496	$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	Estimate Number of Bills	Estimated Annual Revenue
5/8"	$22.50	8,256	2	607		8,865	106,380	$2,394,000
3/4"	$56.22	186	1	26		213	2,556	$144,000
1"	$56.22	1,577	3	355		1,935	23,220	$1,305,000
1 1/2"	$98.44	9	1	119		129	1,548	$152,000
2"	$179.87	2	2	148		152	1,824	$328,000
3"	$365.04	2		6		8	96	$35,000
4"	$562.13		4	3		7	84	$47,000
6"	$1,124.26			6		6	72	$81,000
8"	$2,248.53					0	0	$0
10"	$3,485.20					0	0	$0
Total		10,032	13	1,270	0	11,315	135,780	$4,486,000
Estimated Annual Sewer Revenue		$3,442,000	$36,000	$1,008,000	$0	$4,486,000		

* Multifamily (tenant) accounts evaluated seperately.

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 proproprtional to reflect an increase in accounts to 520.

Water

Water Rate Code	Estimated Number of Account	Estimated Number Units	Estimated Monthly Average Usage (gallons)*	Estimated Annual Usage (gallons)	City Code Section 114-137(1)	City Code Section 114-137(2)	Greater of (1) or (2)
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 Monthly Average Usage (gallons)*	Estimated Annual Usage (gallons)	City Code Section 114-137(1)	City Code Section 114-137(2)	Greater of (1) or (2)
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 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 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)						
31%	Water						
64%	Single family	$ 1,979,973	$ 2,247,334	$ 2,550,640	$ 2,894,945	$ 3,148,297	$ 3,423,741
36%	Multi-tenant	1,104,097	1,253,186	1,422,320	1,614,315	1,755,593	1,909,189
69%	Sewer						
63%	Single family	4,348,002	4,935,123	5,601,182	6,357,271	6,913,631	7,518,502
37%	Multi-tenant	2,516,542	2,856,357	3,241,858	3,679,469	4,001,479	4,351,568
57%	Total Residential (8060)	$ 9,948,614	$ 11,292,000	$ 12,816,000	$ 14,546,000	$ 15,819,000	$ 17,203,000
3%	Industrial (8061)	575,972	654,000	742,000	842,000	916,000	996,000
39%	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)						
10%	Single family	(633,000)	(718,000)	(815,000)	(925,000)	(1,006,000)	(1,094,000)
30%	Multi-tenant	(1,086,000)	(1,233,000)	(1,399,000)	(1,588,000)	(1,727,000)	(1,878,000)
10%	Industrial (8061)	(58,000)	(65,000)	(74,000)	(84,000)	(92,000)	(100,000)
10%	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%

Estimated Rate Revnues by Customer Type	FY 2025 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
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 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
	Base Case (Without PILOT)						
	Effective Date		1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28	1-Jul-29
	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)						
31%	Water						
64%	Single family	$ 1,979,973	$ 2,217,481	$ 2,483,571	$ 2,781,504	$ 3,031,871	$ 3,304,727
36%	Multi-tenant	1,104,097	1,236,539	1,384,919	1,551,056	1,690,669	1,842,823
69%	Sewer						
63%	Single family	4,348,002	4,869,567	5,453,897	6,108,155	6,657,959	7,257,149
37%	Multi-tenant	2,516,542	2,818,413	3,156,613	3,535,285	3,853,501	4,200,301
57%	Total Residential (8060)	$ 9,948,614	$ 11,142,000	$ 12,479,000	$ 13,976,000	$ 15,234,000	$ 16,605,000
3%	Industrial (8061)	575,972	645,000	722,000	809,000	882,000	961,000
39%	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)						
10%	Single family	(633,000)	(709,000)	(794,000)	(889,000)	(969,000)	(1,056,000)
30%	Multi-tenant	(1,086,000)	(1,216,000)	(1,362,000)	(1,526,000)	(1,663,000)	(1,813,000)
10%	Industrial (8061)	(58,000)	(65,000)	(72,000)	(81,000)	(88,000)	(96,000)
10%	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%

Estimated Rate Revnues by Customer Type	FY 2025 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
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

City of Petersburg

Rate Study Update 2024 / 2025

		FY 2025 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 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)						
31%	Water						
64%	Single family	$ 1,979,973	$ 2,187,827	$ 2,417,496	$ 2,671,246	$ 2,931,764	$ 3,136,953
36%	Multi-tenant	1,104,097	1,220,003	1,348,074	1,489,574	1,634,846	1,749,267
69%	Sewer						
63%	Single family	4,348,002	4,804,447	5,308,798	5,866,031	6,438,125	6,888,719
37%	Multi-tenant	2,516,542	2,780,723	3,072,632	3,395,149	3,726,265	3,987,061
57%	Total Residential (8060)	$ 9,948,614	$ 10,993,000	$ 12,147,000	$ 13,422,000	$ 14,731,000	$ 15,762,000
3%	Industrial (8061)	575,972	636,000	703,000	777,000	853,000	913,000
39%	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)						
10%	Single family	(633,000)	(699,000)	(773,000)	(854,000)	(937,000)	(1,003,000)
30%	Multi-tenant	(1,086,000)	(1,200,000)	(1,326,000)	(1,465,000)	(1,608,000)	(1,721,000)
10%	Industrial (8061)	(58,000)	(64,000)	(70,000)	(78,000)	(85,000)	(91,000)
10%	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%

Estimated Rate Revnues by Customer Type	FY 2025 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
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

Rate Study Update 2024 / 2025

		FY 2025 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
	3-Year BAN (Without PILOT) - Multi-Family Sensitvity						
	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)						
31%	Water						
64%	Single family	$ 1,979,973	$ 2,158,173	$ 2,352,416	$ 2,564,174	$ 2,795,037	$ 2,990,674
36%	Multi-tenant	1,104,097	1,203,467	1,311,784	1,429,866	1,558,603	1,667,696
69%	Sewer						
63%	Single family	4,348,002	4,739,327	5,165,884	5,630,901	6,137,874	6,567,490
37%	Multi-tenant	2,516,542	2,743,033	2,989,916	3,259,059	3,552,486	3,801,140
57%	Total Residential (8060)	$ 9,948,614	$ 10,844,000	$ 11,820,000	$ 12,884,000	$ 14,044,000	$ 15,027,000
3%	Industrial (8061)	575,972	628,000	685,000	747,000	814,000	871,000
39%	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)						
10%	Single family	(633,000)	(690,000)	(752,000)	(820,000)	(893,000)	(956,000)
10%	Multi-tenant	(362,000)	(395,000)	(430,000)	(469,000)	(511,000)	(547,000)
10%	Industrial (8061)	(58,000)	(63,000)	(69,000)	(75,000)	(81,000)	(87,000)
10%	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%

Estimated Rate Revnues by Customer Type	FY 2025 Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
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

Appendix B – Detailed Pro forma Results

Water & Sewer Operating Projection

Desc: Scenario 1: Base Case

Petersburg, Virginia

Scenario 1: Base Case		Actual	Actual	Actual	1 Budget	2 Projection	3 Projection	4 Projection	5 Projection	6 Projection
	Fiscal Year:	2022	2023	2024	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	9,341,000	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
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	17,574,755	19,943,973	22,633,553	24,568,976	26,394,493
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	SCWWA - 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%*
32										
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
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	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

Petersburg, Virginia

Desc: Scenario 2: Base Case (Without PILOT)

	Scenario 2: Base Case (Without PILOT)	Actual	Actual	Actual	1 Budget	2 Projection	3 Projection	4 Projection	5 Projection	6 Projection
	Fiscal Year:	2022	2023	2024	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	9,217,000	10,323,000	11,561,000	12,602,000	13,736,000
4	Industrial Water & Sewer Charges	395,594	561,874	548,244	495,000	580,000	650,000	728,000	794,000	865,000
5	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
6	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
7		*N/A*	*25.1%*	*-2.4%*	1.3%	*11.8%*	*12.0%*	*12.0%*	*9.0%*	*9.0%*
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	571,478	690,551	726,758	468,699
15	Other Revenues (Non-Service Charge)	1,238,982	422,789	434,728	255,000	710,755	826,478	945,551	981,758	723,699
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	17,350,755	19,462,478	21,817,551	23,732,758	25,522,699
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	SCWWA - 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	4,610,575	6,230,584	7,492,131	9,914,645	10,822,000
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	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	4.42x	2.43x	1.21x	1.42x	1.24x
48										
49	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
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	16,327,941	19,730,022	20,764,521	23,434,932
58	-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
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	16,327,941	19,730,022	20,764,521	23,434,932	25,285,637
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	16,327,941	19,730,022	20,764,521	23,434,932	25,285,637
65										
66	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 Budget	2 Projection	3 Projection	4 Projection	5 Projection	6 Projection
	Fiscal Year:	2022	2023	2024	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	SCWWA - 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	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	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

Petersburg, Virginia

Scenario **4**: 3-Year BAN (Without PILOT) - Multi Family Sensitivity Scenario

Desc: Scenario **4**: 3-Year BAN (Without PILOT) - Multi Family Sensitivity Scenario (Delinquencies Reduced to 10%)

		Actual		Actual	1 Budget	2 Projection	3 Projection	4 Projection	5 Projection	6 Projection
	Actual Fiscal Year:	2022	2023	2024	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	SCWWA - 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	4,953,575	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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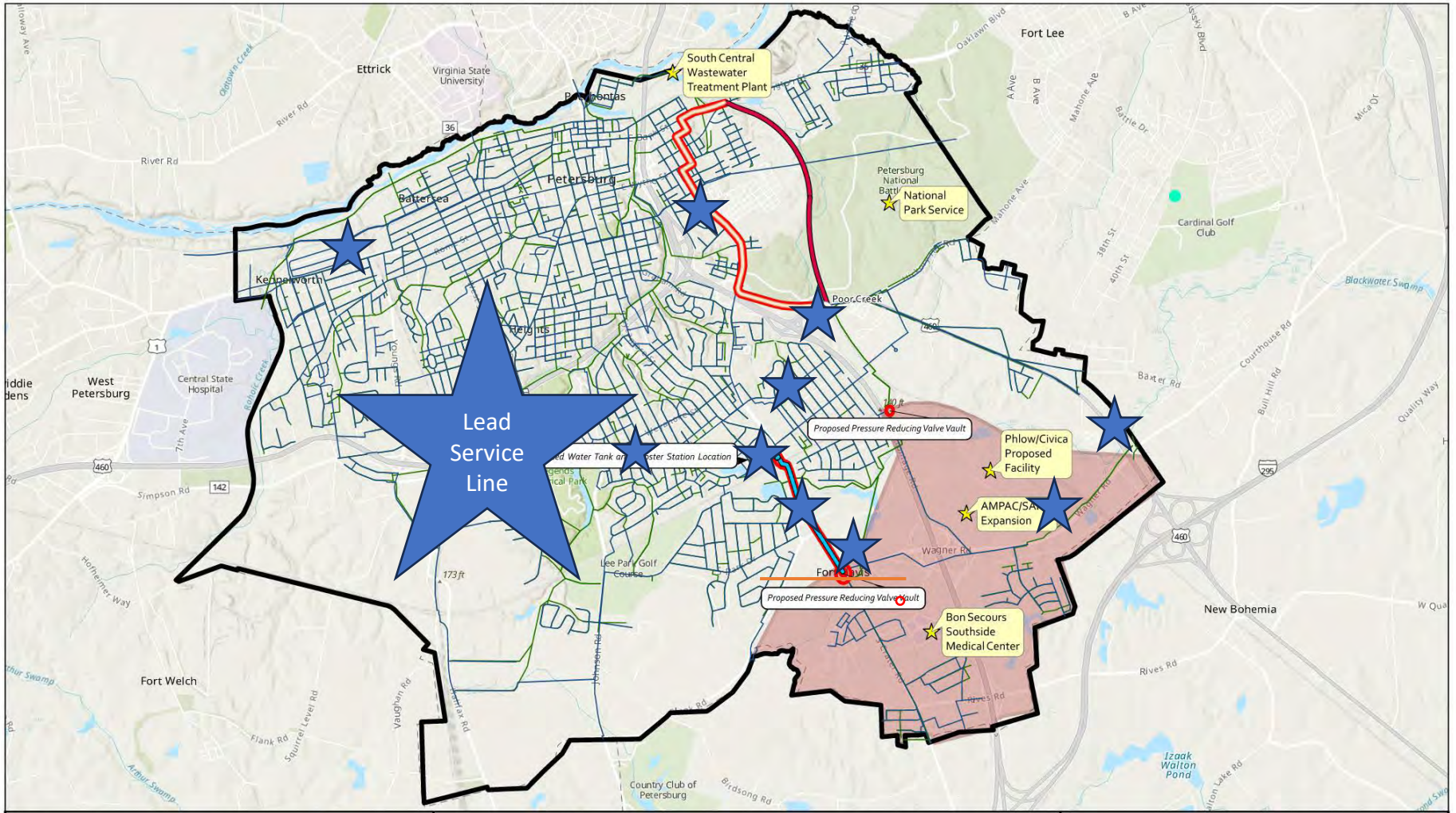
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Petersburg Water/Wastewater Improvements Program Review

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



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



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

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

PURPOSE: A Public Hearing for consideration of an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and I AM POWER for the development of City-owned properties at 35 and 17 Bank Street located in Petersburg, VA.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and I AM POWER for the development of 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 properties located at 35 and 17 Bank Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/21/2025

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. POWER 58 Presentation 10.21.25 FINAL
2. Ordinance
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



Mixed Use Community Rendering for Petersburg, VA

THE POWER CENTER AND MARRIOTT COURTYARD HOTEL

DATE: 10/21/25

AGENDA

1. I AM POWER Team
2. Power 58
3. Gilbane Inc.
4. Summary of POWER CENTER
5. Questions and Answers

POWER 58 TEAM

Power 58- Wali Rainer

Gilbane Development Company (GC) - Robert Gilbane Jr.

Marriott Hotels - Brandon Booker

Internal Esq - Thomas Lehrich

External Esq - Sandy Graham Jr.

Price Water Copper Richmond – Marc Morris

Davis Brother Construction (GC) – Langston Davis Jr.

Green Energy Global Inc. – Joseph Battaglia (Consultant)

POWER 58



Education:

- University of Virginia, Charlottesville, VA May 1999
- Bachelor of Arts in Architecture – Urban Planning & Development

Professional Profile & Experience

- I AM POWER LLP (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
  - Gansevoort Hotel, Sanctuary Hotel, Canyon Ranch – Miami Beach
  - Co-founder for Prodigy Homes, Charlotte, NC

• Gilbane in Virginia

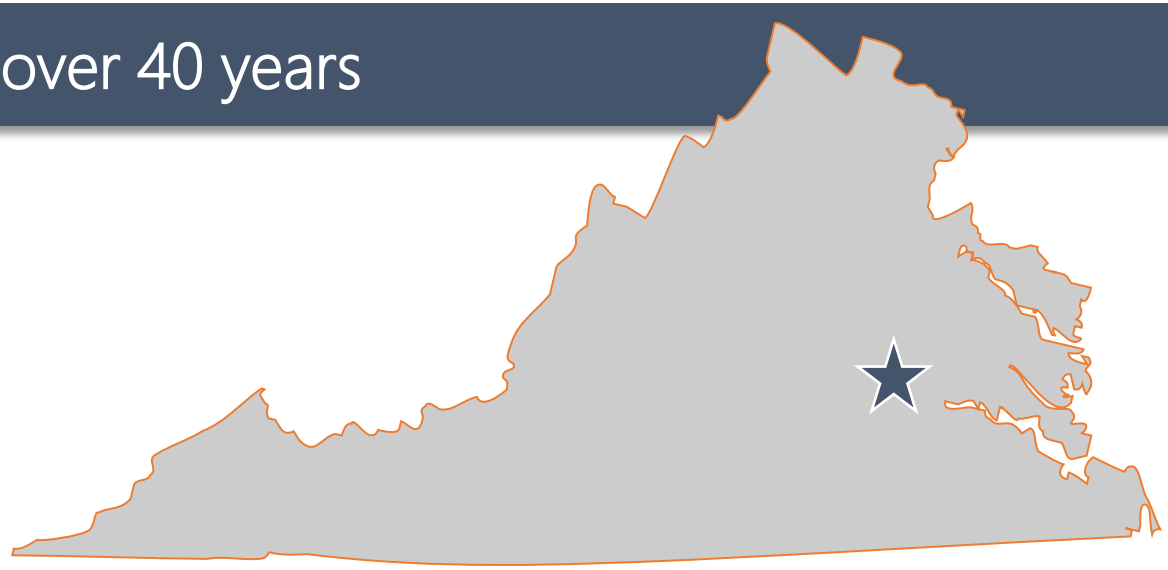
Building Virginia for over 40 years

$1.1 billion

Richmond / Tri-cities Construction



Virginia State Capital Renovation – Richmond, VA



85% of our work is
Repeat Business

#3 Virginia Builder
Virginia Business - 2023

Gilbane in Richmond

$500K-$2B

Central Virginia
Project Size

60+

years in Virginia

Over

75%

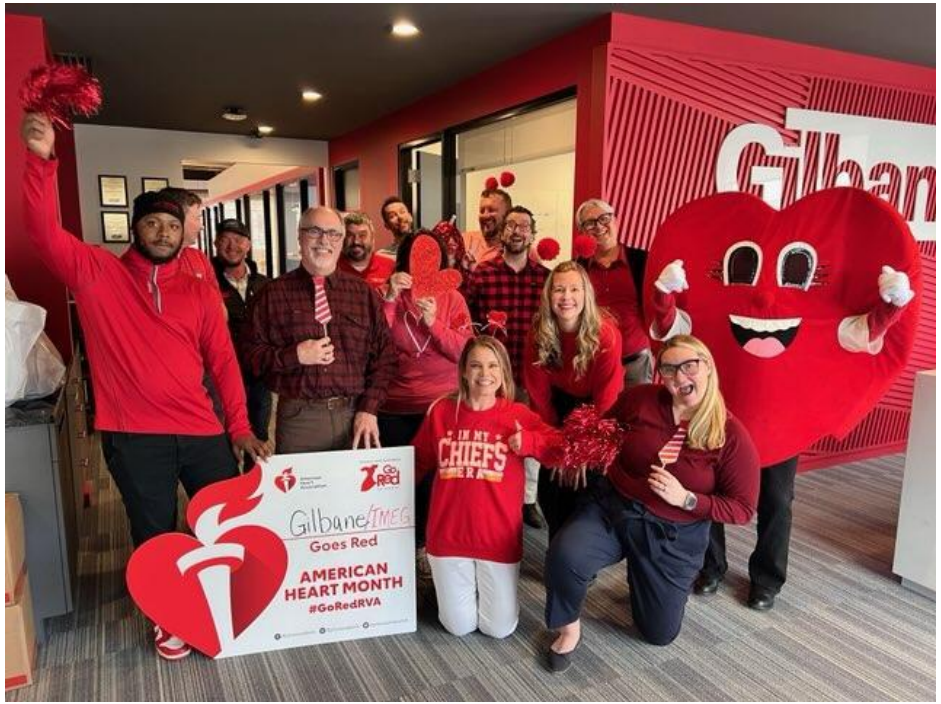
of our work is from repeat clients



VCUHS Health Stony Point Endoscopy and Sleep Lab Renovation – Richmond, VA



Bon Secours - Church Hill MOB – Richmond, VA





HCA Henrico Doctors' Hospital Surgery Renovation

Gilbane's Mixed-Use Experience

The Peninsula, The Bronx, NY



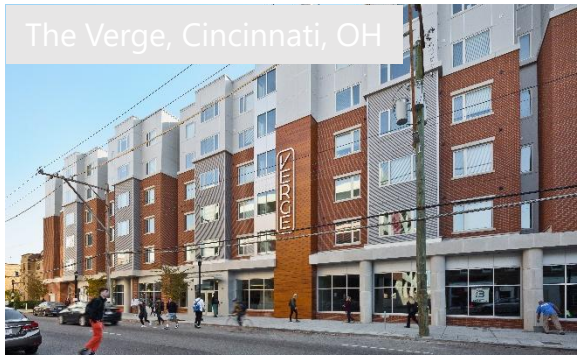
Madison Yards, Madison, WI



College Town, Rochester, NY



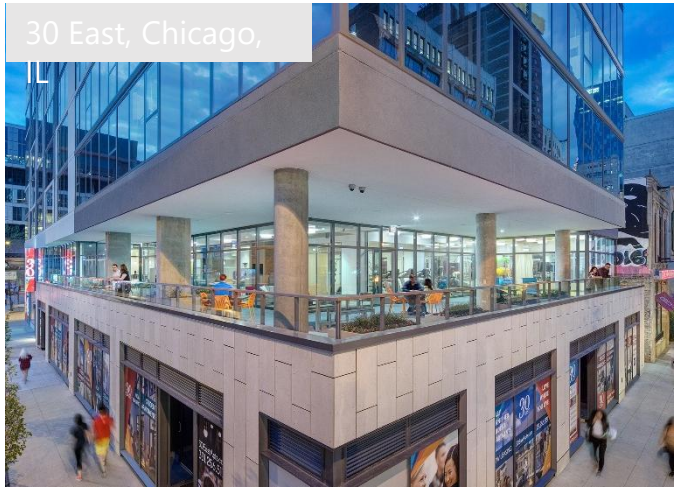
The Verge, Cincinnati, OH



Towson Row (Altus and The York), Towson, MD



30 East, Chicago, IL



257 Thayer, Providence, RI



The Riverfront at West Hyattsville Metro, Hyattsville, MD



Atworth, College Park, MD



Public-Private Partnerships

Gilbane's public-private partnership team provides a **full scope of design-build-finance-operate-maintain services** offering a single point of accountability to our clients throughout the entire lifecycle of a project. Our collective experience includes **K-12 schools**, **higher education**, **healthcare**, and **government facilities**.

40+

Public-Private Partnership Projects

$4.4B+

In Total

Texas A&M Hotel & Conference Center – College Station, TX



Dept. of Veterans Affairs Health Care Center – Greenville, NC



College Town – Rochester, NY



Eastern Michigan University Student Housing – Ypsilanti, MI



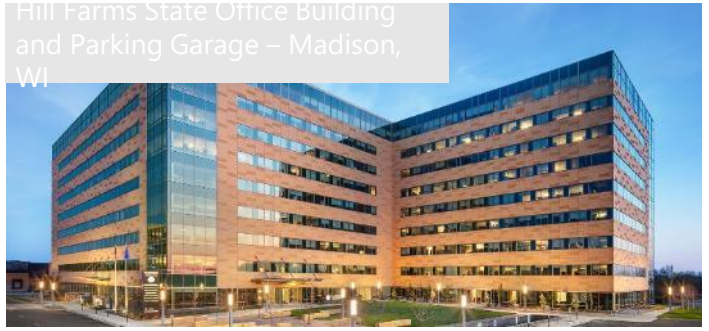
Prince George's County Public Schools – Prince George's County, MD



Northeast Community Propel Academy – Philadelphia, PA



Hill Farms State Office Building and Parking Garage – Madison, WI



University of South Carolina School of Medicine – Columbia, SC



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., Market-Rate
- Full-Size National Brand Grocery Store



Mixed Use Community Rendering for Petersburg, VA

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



BENEFITS
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. Increasing younger working-class population. Utilizing VSU, Bon Secours, and Ft. Fort Lee increasing population.
- 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 PROJECT

Estimated Development Cost:

- The POWER PROJECT estimated development cost: **$120 and $140 Million Dollars**.

Job Creation:

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

Housing & Urban Vitality

- Provide market-rate housing to support living and working in the downtown, which will support local businesses.

Questions and Answers

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.

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

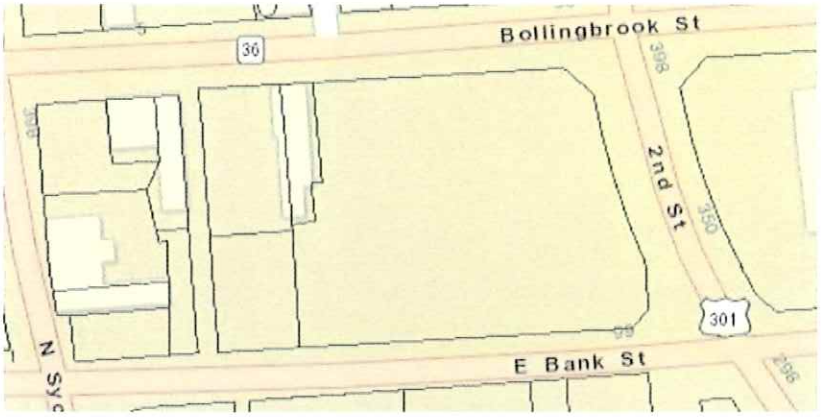
Owner Name:	CITY OF PETERSBURG	**Property Address:**	35 BANK ST E Petersburg VA
Owner Mailing Address:	135 N UNION ST PETERSBURG, VA 23803	**Legal Acreage:**	1.366
		Legal Description:	6 PARCELS 1.35 ACRES
		Subdivision:	Bolling Terminal
Property Use:	479 Parking Lots	**Assessment Neighborhood Name:**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



Summary | Improvements | Ownership History | Assessments | Property Tax | Images

Owner Name:	CITY OF PETERSBURG	**Property Address:**	17 BANK ST E Petersburg VA
Owner Mailing Address:	135 N UNION ST PETERSBURG, VA 23803	**Legal Acreage:**	.157
		Legal Description:	TWO PARCELS
		Subdivision:	Bolling Terminal
Property Use:	479 Parking Lots	**Assessment Neighborhood Name:**	No Data
State Class:	7 Exempt Local	**Local Historic District:**	Old Towne
Zoning:	B-3	**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 ninty (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.

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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 many 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.

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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

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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:

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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

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

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

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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.

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.

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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:_____

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Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

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 ninty (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 many 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.

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.

CAFinal Draft

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:_____

Final Draft

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

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

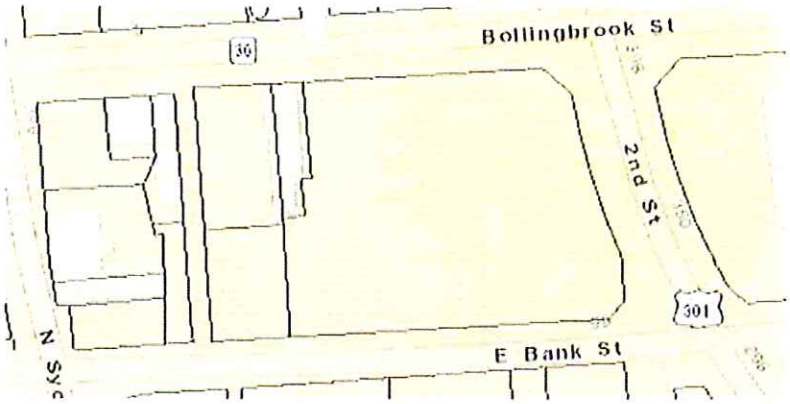
Owner Name:	CITY OF PETERSBURG	Property Address:	35 BANK ST E Petersburg VA
Owner Mailing Address:	135 N UNION ST PETERSBURG, VA 23803	Legal Acreage:	1.366
		Legal Description:	6 PARCELS 1.35 ACRES
		Subdivision:	Boiling Terminal
Property Use:	479 Parking Lots	Assessment Neighborhood Name:	
State Class: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



Summary | Improvements | Ownership History | Assessments | Property Tax | Images

Owner Name:	CITY OF PETERSBURG	Property Address:	17 BANK ST E Petersburg VA
Owner Mailing Address:	135 N UNION ST PETERSBURG, VA 23803	Legal Acreage:	.167
		Legal Description:	TWO PARCELS
		Subdivision:	Boiling Terminal
Property Use:	479 Parking Lots	Assessment Neighborhood Name:	
State Class:	7 Exempt Local	Local Historic District:	Old Towne
Zoning:	B-3	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 Inurance 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.

_____(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 REG. # 7699512 MY COMMISSION EXPIRES 05/31/2024 COMMONWEALTH OF VIRGINIA

_____
Notary Public

_____(SEAL)
Worther G. Becker, III

_____(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

_____
Notary Public

GRANTEE(S) ADDRESS:

_____

_____

DEBORAH LOUANE HEART NOTARY PUBLIC REG. # 7699512 MY COMMISSION EXPIRES 05/31/2024 COMMONWEALTH OF VIRGINIA

GRANTEE:

CITY OF PETERSBURG, VIRGINIA
a municipal corporation

By: John M. Altman (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.

SHAUNTA SMITH BEASLEY
MY COMM EXPIRES
10-31-2026
REGISTRATION
7599193
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA

CITY OF PETERSBURG VIRGINIA

APPROVED AS TO FORM:

6/6/2023
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, ling, 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.

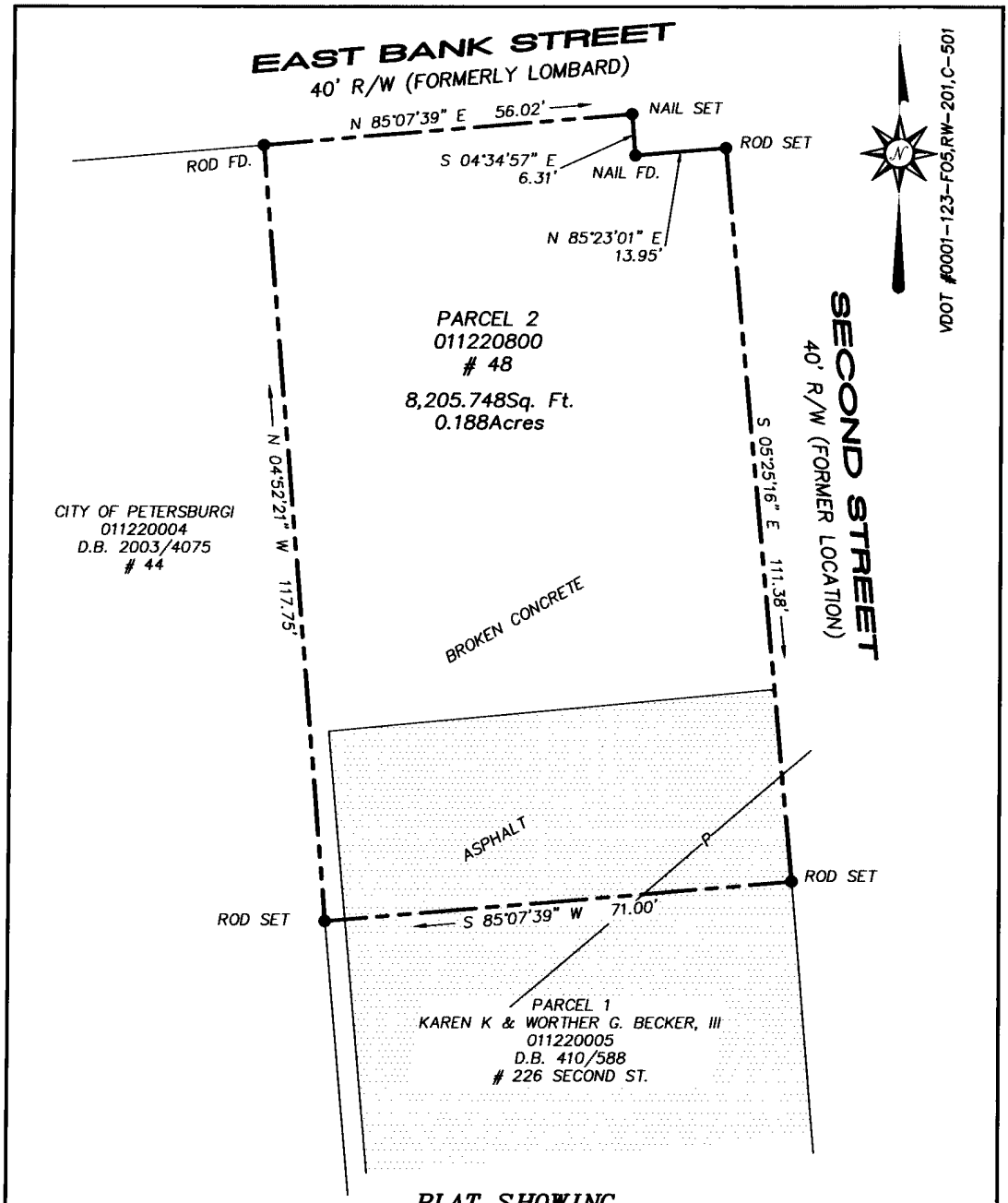
EXHIBIT B

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

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

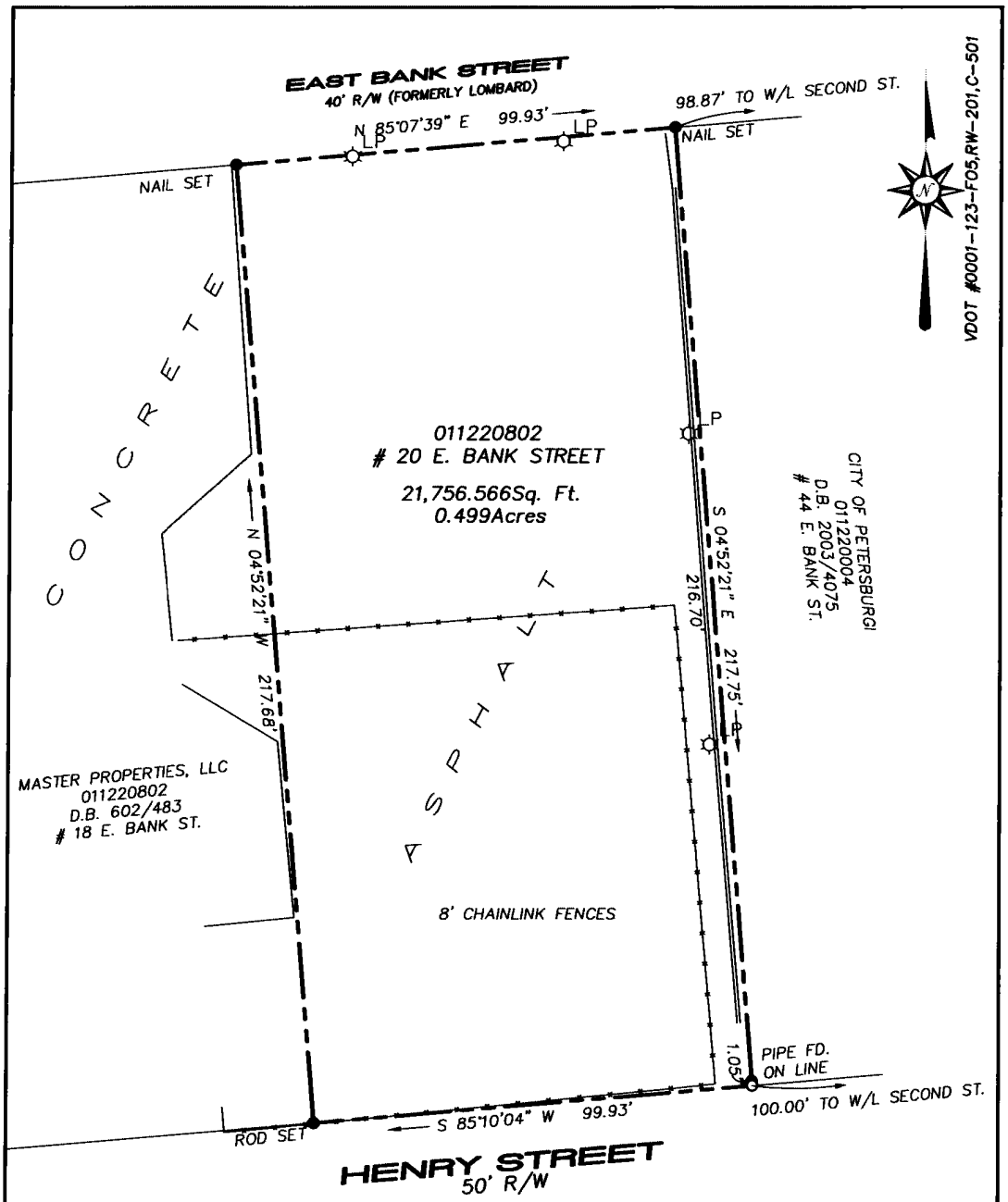
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE 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 20 40

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
PREVIOUS JOB NO.	REV.:
JOB NO.: 23554	F.B. O.P.



PLAT SHOWING

 # 20 EAST BANK STREET LOT 4
ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

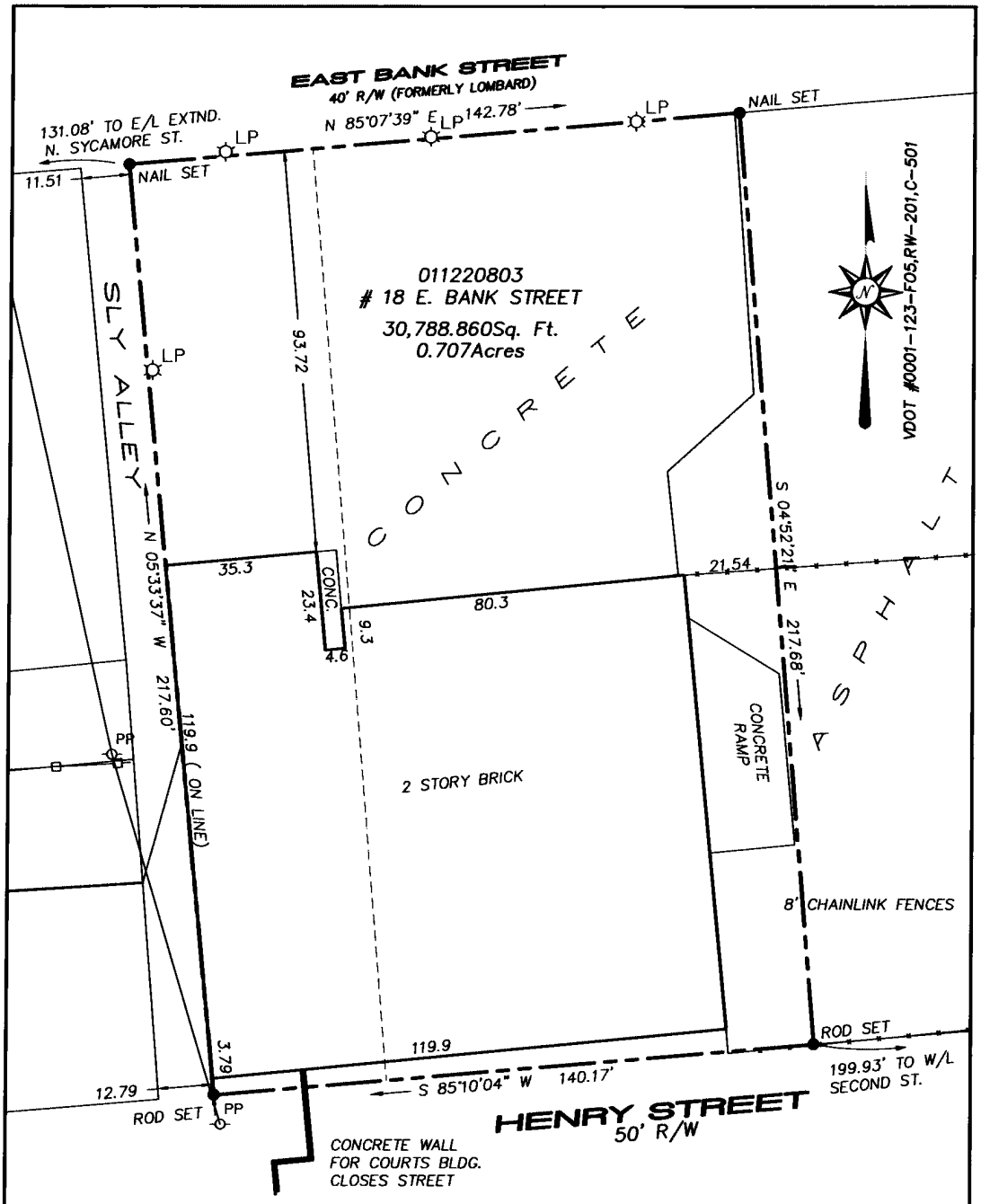
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THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 51011200070, DATED 12/15/2022.

0 30 60

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.: 23555	F.B. L.L.
PREVIOUS JOB NO.	REV.:



PLAT SHOWING

 # 18 EAST BANK STREET LOTS 2 & 3
ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

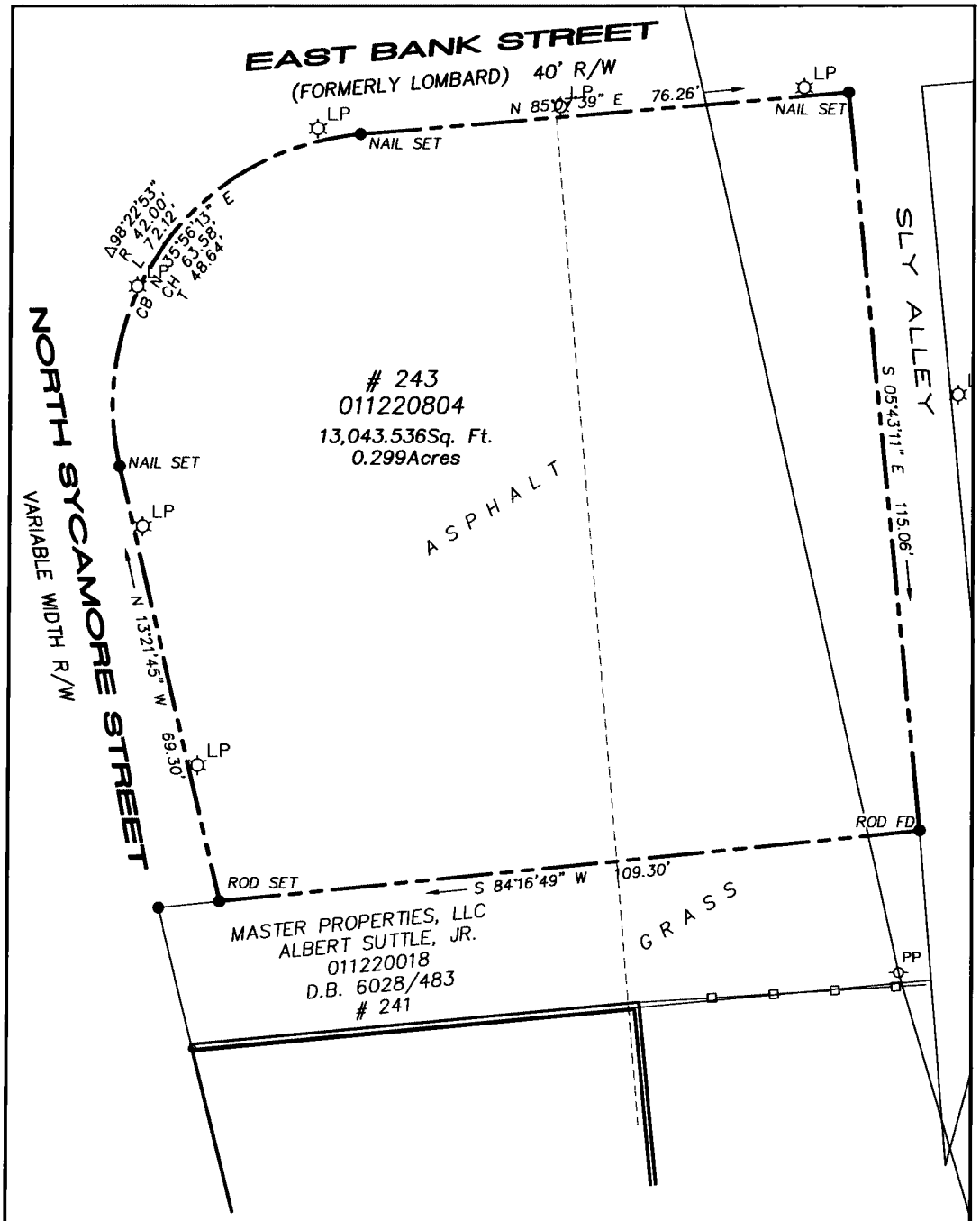
NOT VALID UNLESS SIGNED IN RED

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

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.
PREVIOUS JOB NO.	REV.:



PLAT SHOWING

 # 243 N. SYCAMORE STREET, PART OF LOTS 1 & 2 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
6/1/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

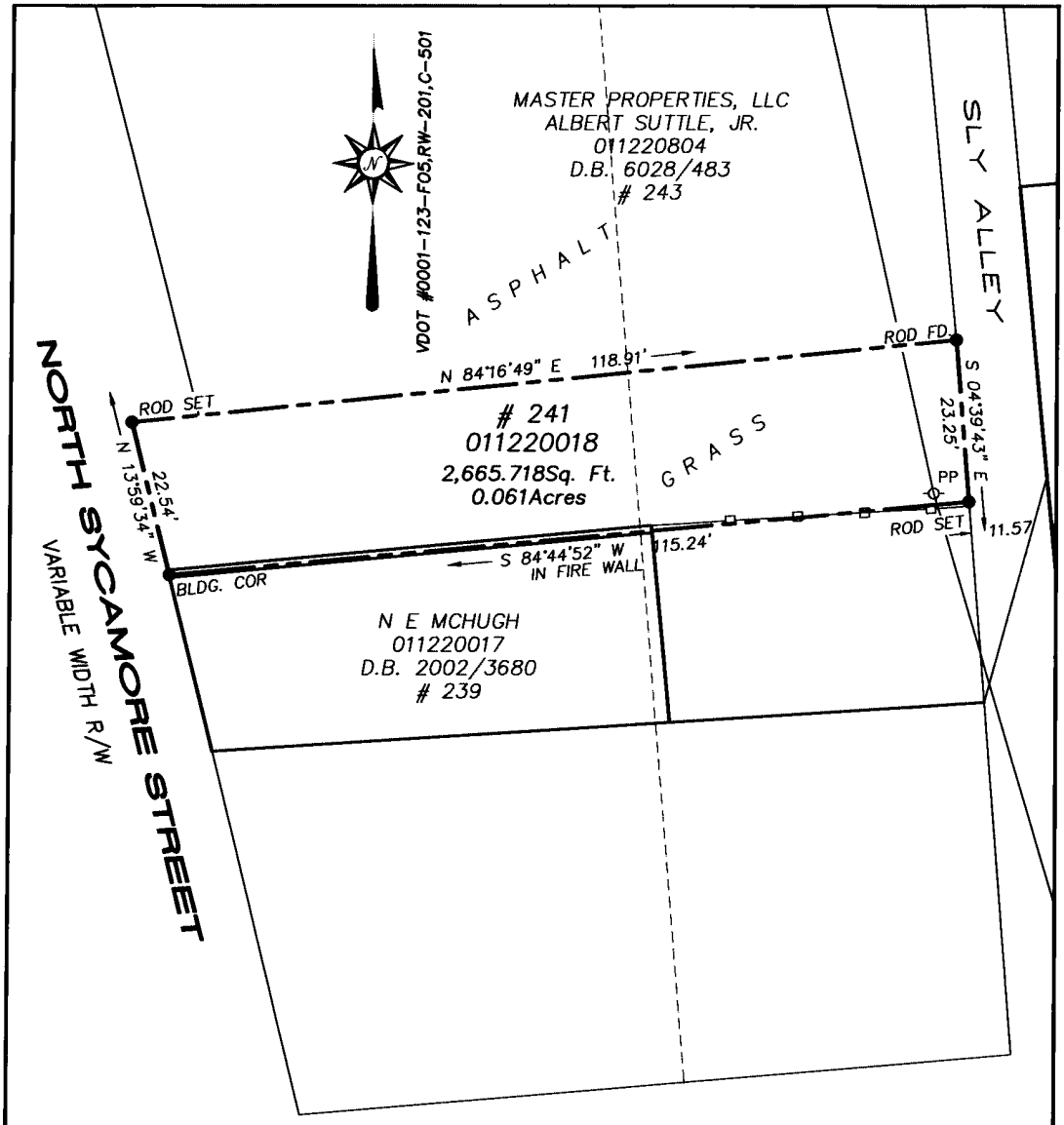
THIS IS TO CERTIFY THAT ON 4/26/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM 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.

0 20 40

BASELINE LAND SURVEYING
526 GROVE AVENUE
PETERSBURG, VIRGINIA 23803
BLS23803@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
PREVIOUS JOB NO.	REV.: 6/1/23
JOB NO.: 23615	F.B. LL



PLAT SHOWING

 # 241 N. SYCAMORE STREET, PART OF LOTS 1 & 2 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

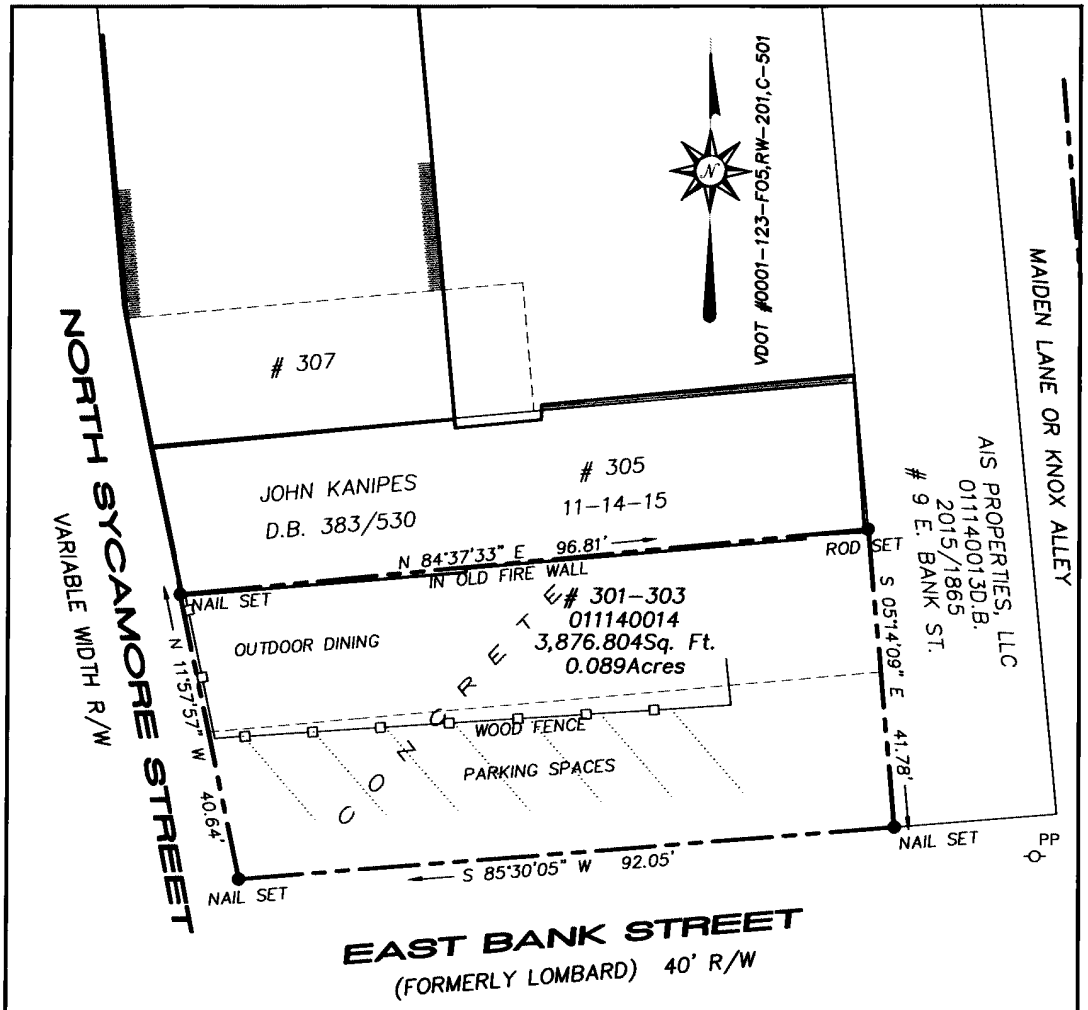
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THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

0 20 40

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
PREVIOUS JOB NO.	REV.:
JOB NO.: 23558	F.B. LL



PLAT SHOWING

 # 301 N. SYCAMORE STREET, PART OF LOT 19 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

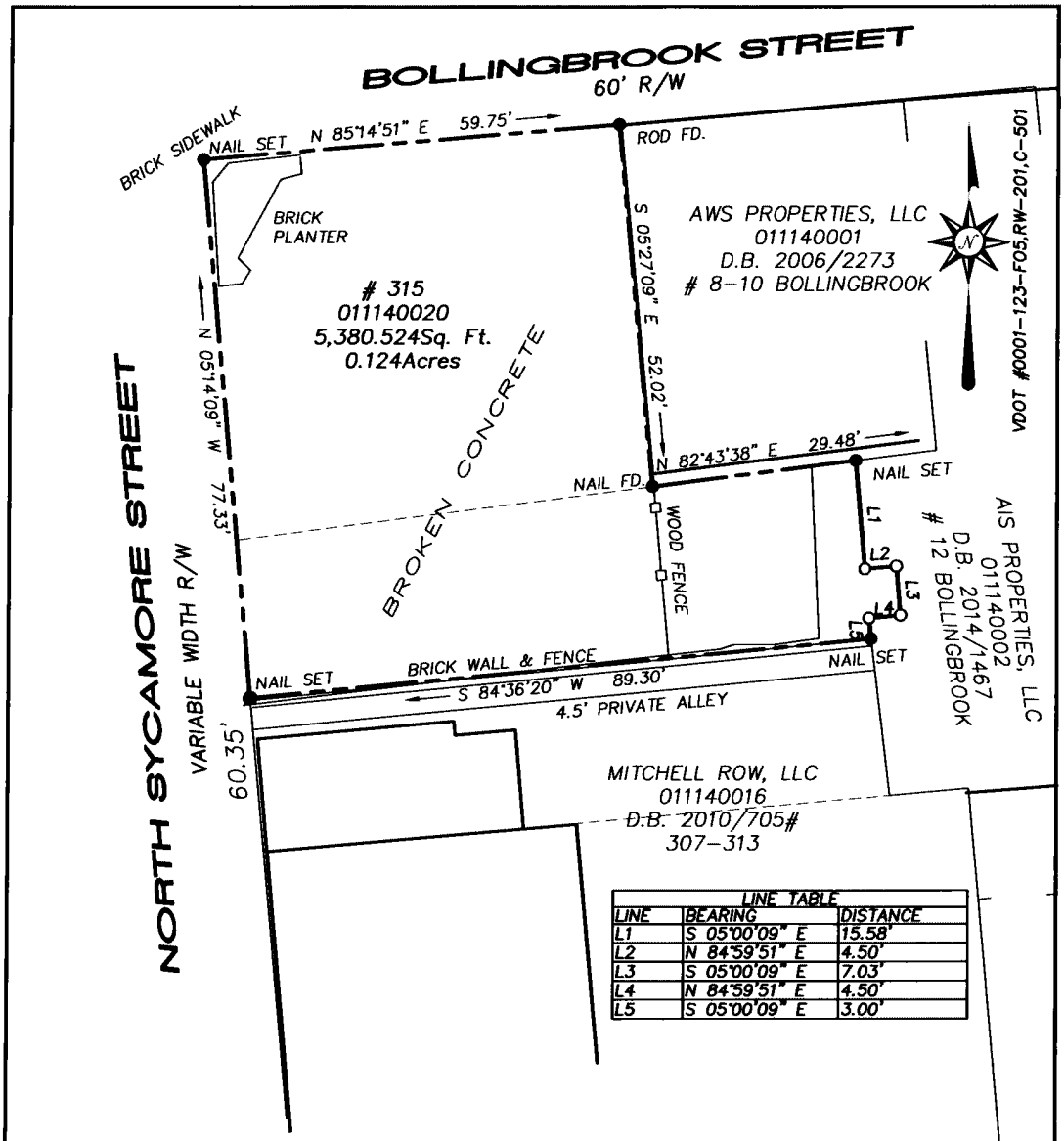
THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM 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 # 51011200070, DATED 12/15/2022.

0 20 40

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.: 23559	F.B. LL
PREVIOUS JOB NO.	REV.:



PLAT SHOWING

 # 315 N. SYCAMORE STREET, PART OF LOT 19 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

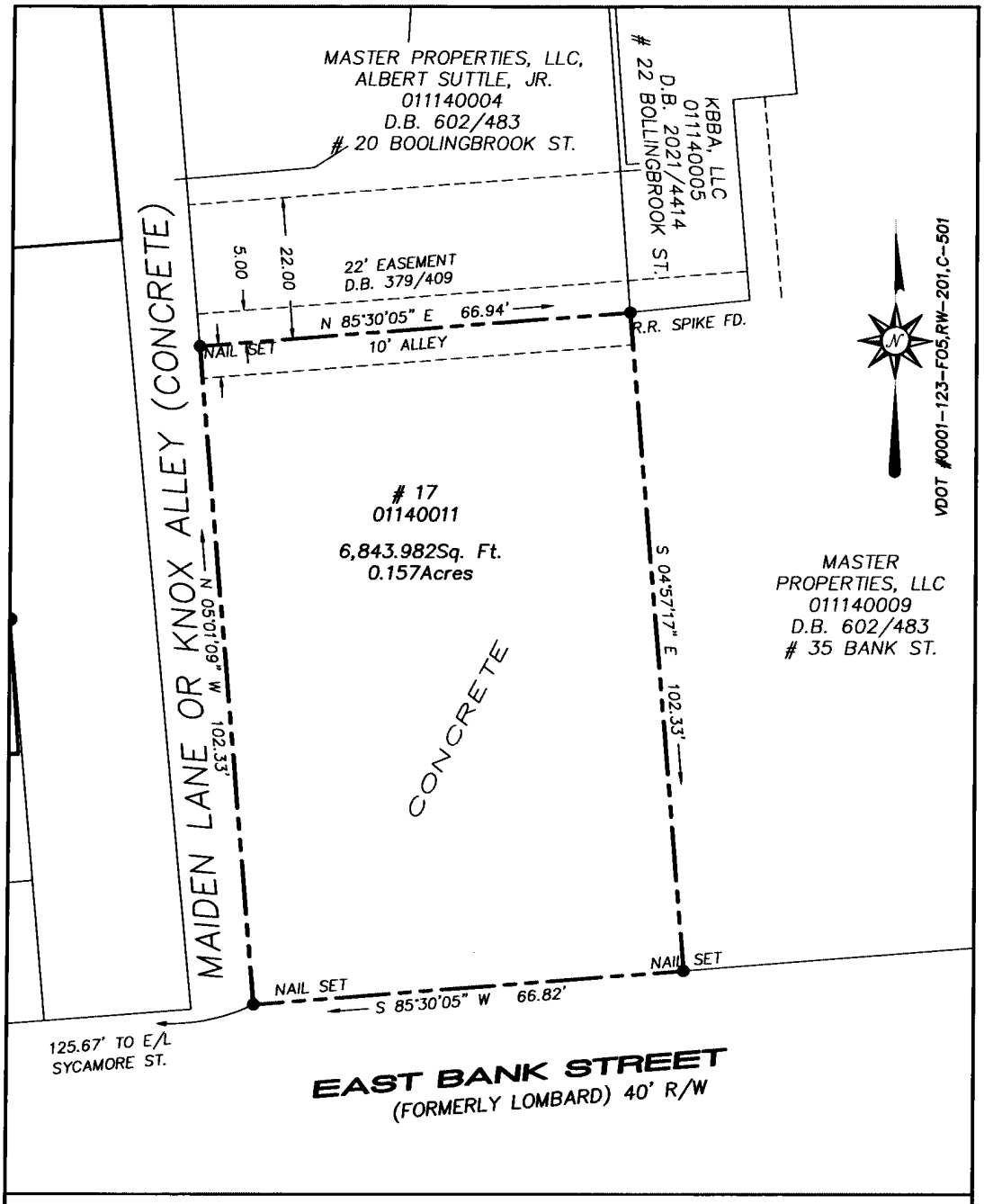
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THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

0 20 40

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
PREVIOUS JOB NO.	REV.:
JOB NO.: 23563	F.B. LL



PLAT SHOWING

 # 17 EAST BANK STREET, PART OF LOT 20 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/22/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

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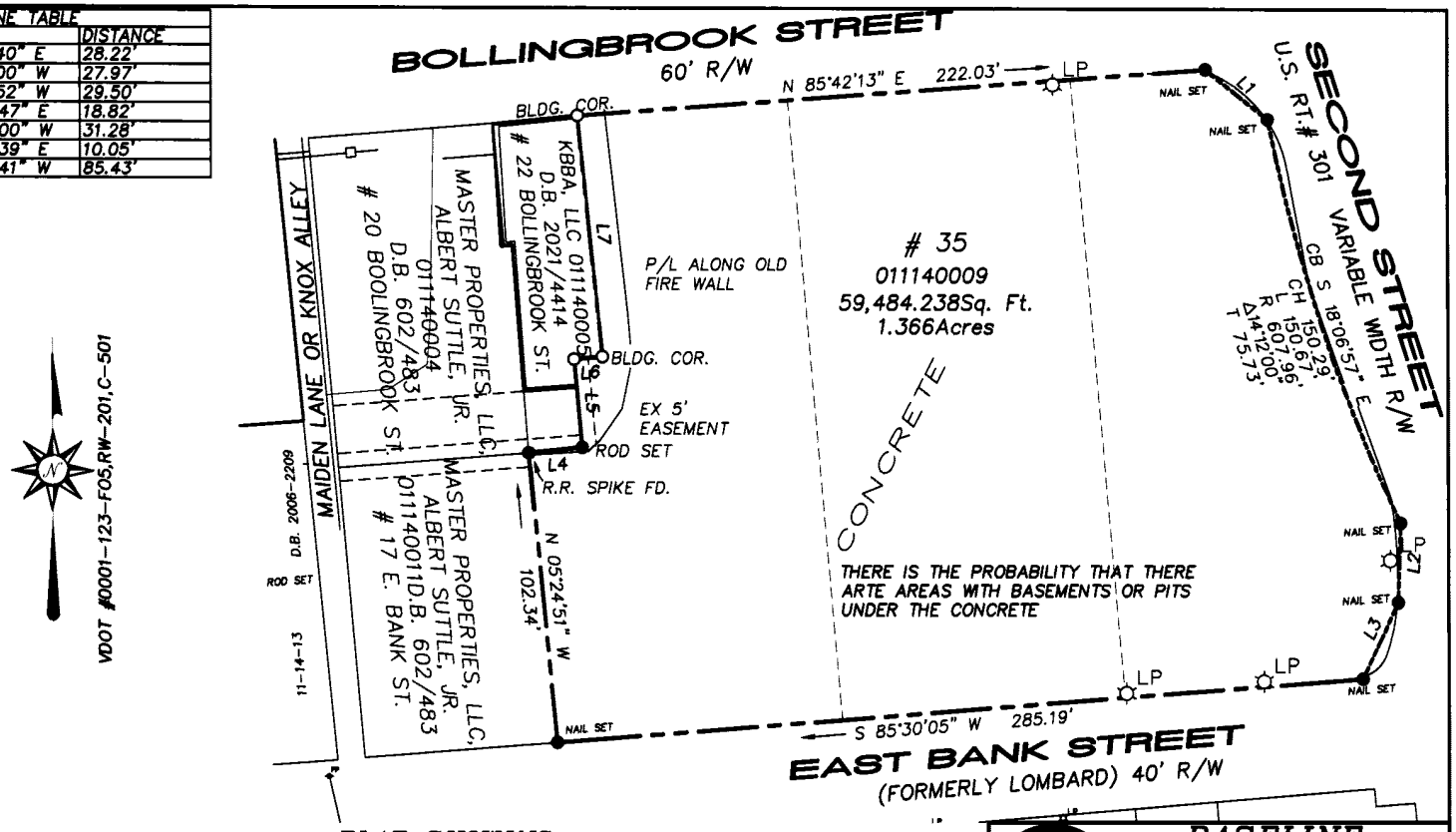
THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

0 20 40

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
PREVIOUS JOB NO.	REV.: 4/22/23
JOB NO.: 23560	F.B. 210/3

LINE TABLE		
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	85.43'



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

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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.

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

PLAT SHOWING

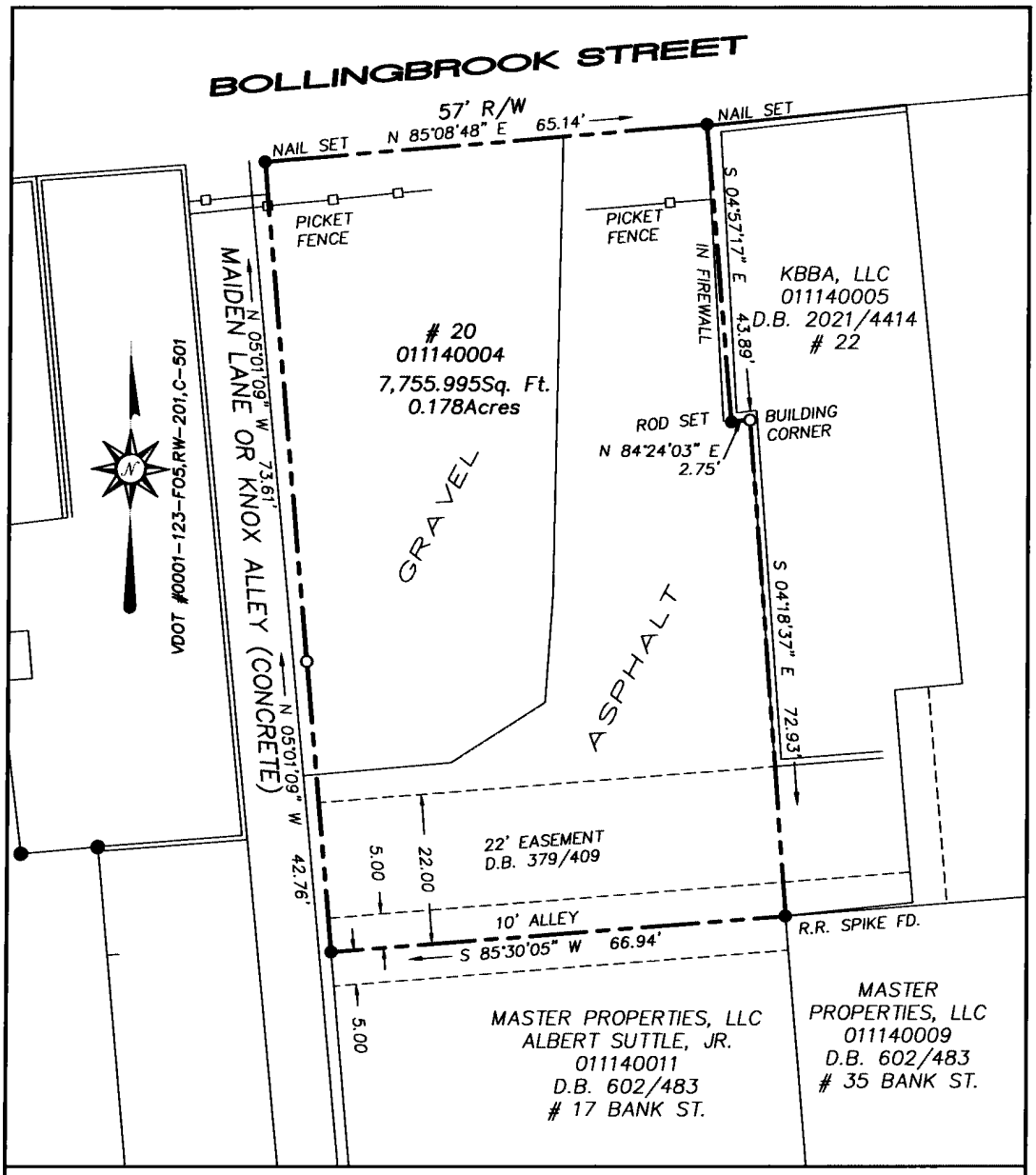
35 EAST BANK STREET LOTS 22, 23 & PART OF 21 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

0 50 100

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.: 23562	F.B. L.L.
PREVIOUS JOB NO.	REV.:



PLAT SHOWING

 # 20 BOLLINGBROOK STREET, PART OF LOT 20 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/22/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

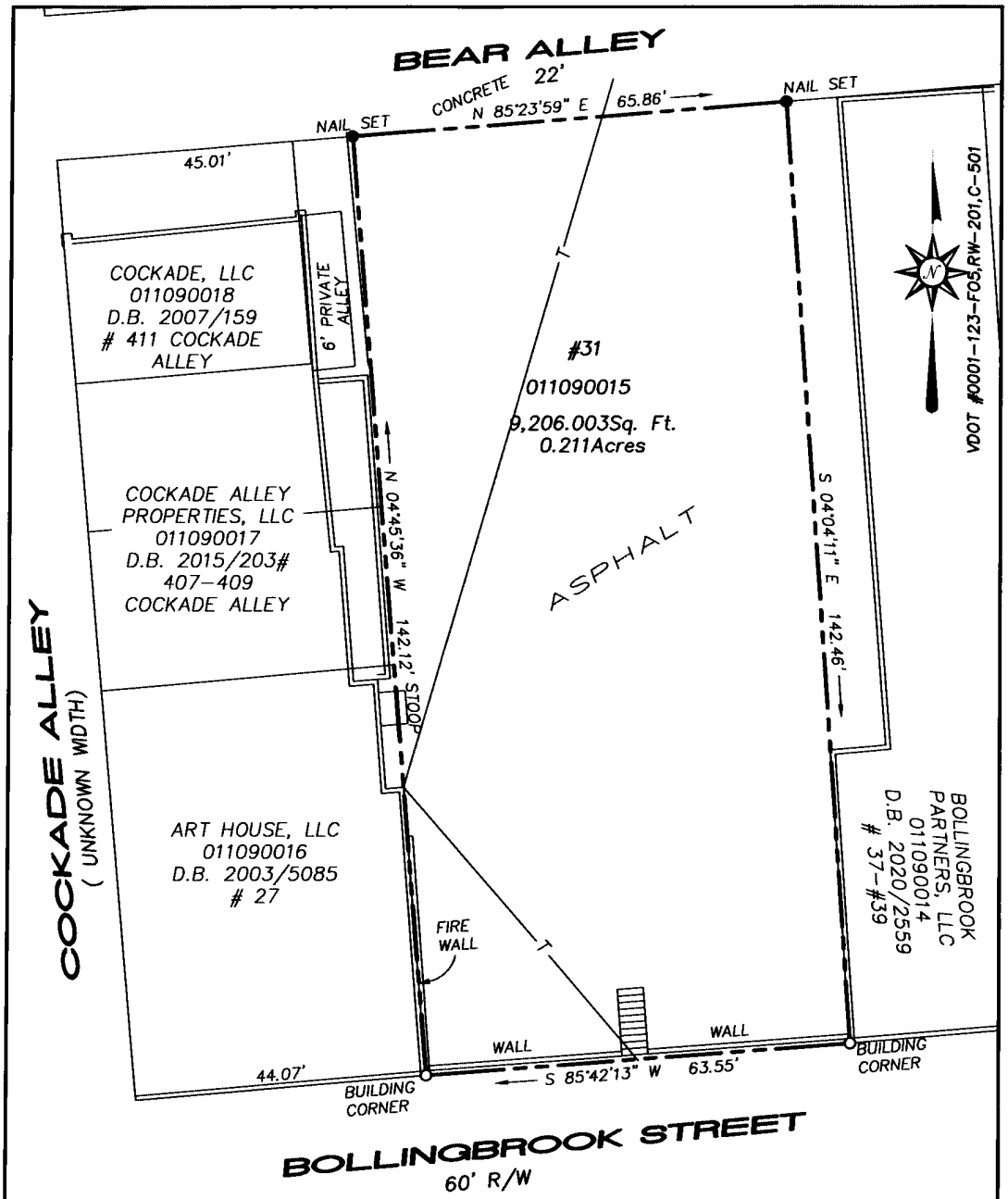
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0 20 40

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
PREVIOUS JOB NO.	REV.: 4/22/23
JOB NO.: 23563	F.B. 210/3



PLAT SHOWING

 # 31 BOLLINGBROOK STREET

PART OF LOT 40 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
3/22/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

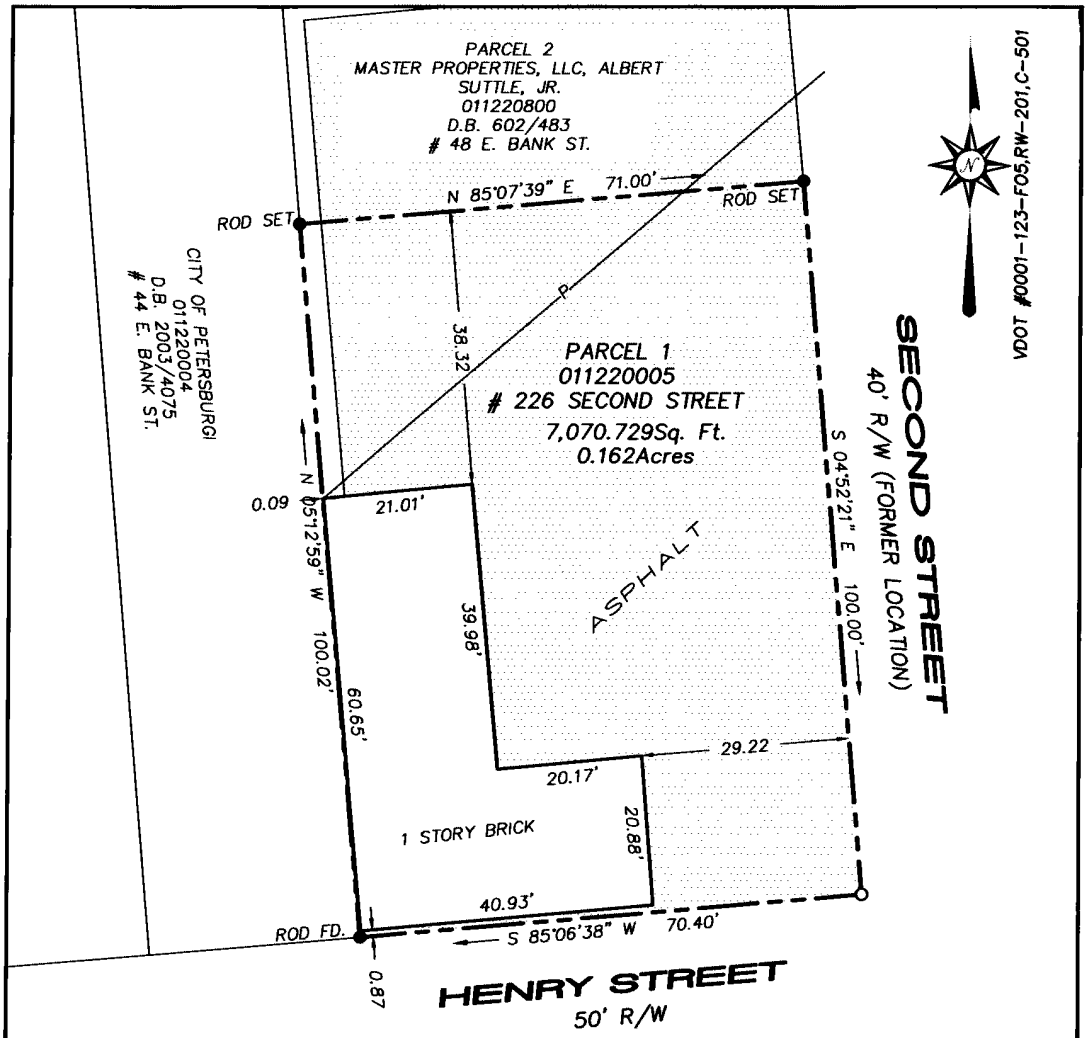
NOT VALID UNLESS SIGNED IN RED

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.

0 20 40

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
PREVIOUS JOB NO.	REV.:



PLAT SHOWING

 # 226 SECOND STREET, PARCEL 1 OF LOT 5 ~ ROBERT BOLLING ESTATE

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
4/17/23
STEPHEN L. BARCENA
Lic. No. 1826
LAND SURVEYOR

NOT VALID UNLESS SIGNED IN RED

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.

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0 20 40

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
PREVIOUS JOB NO.	REV.: 4/21/23
JOB NO.: 23565	F.B. L.L.

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

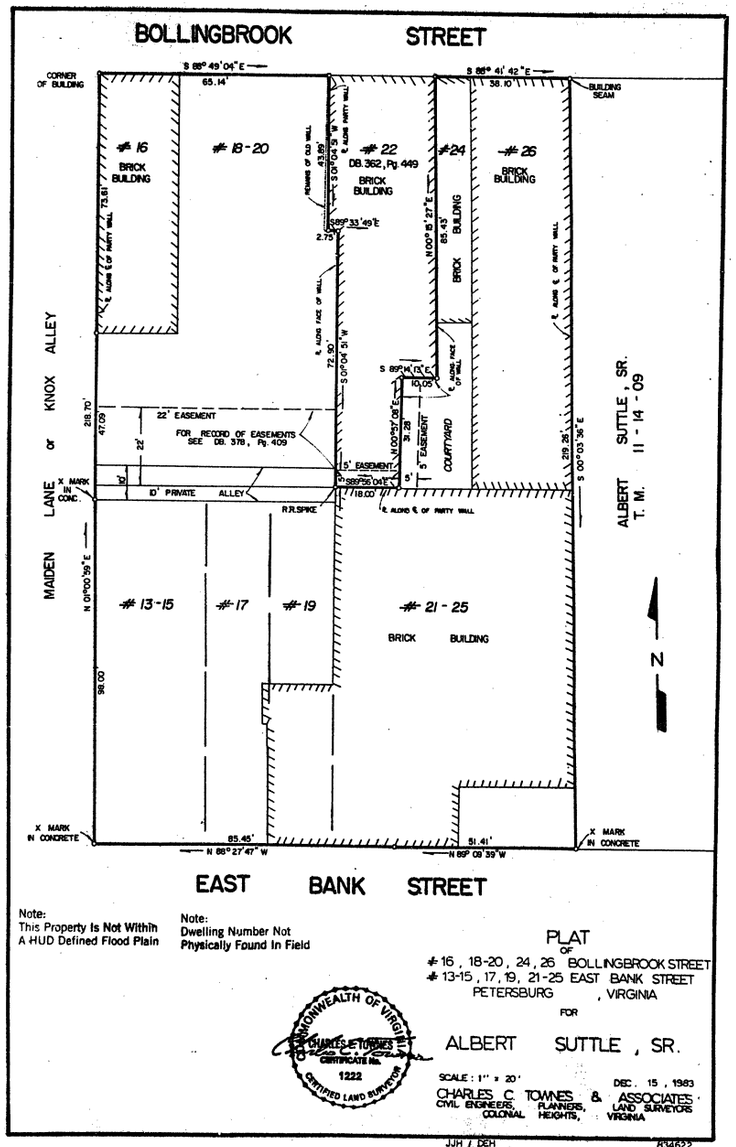
DATE : 06/15/2023 **TIME :** 15:23:31 **CASE # :** 730CLR202302112
RECEIPT # : 23000005804 **TRANSACTION # :** 23061500025 **PACKAGE NAME :** BOLLINGBROOK PROPERTIES ET AL TO CITY OF PETERSBURG
CASHIER : KMN **REGISTER # :** H996 **FILING TYPE :** DBS **PAYMENT :** FULL PAYMENT
INSTRUMENT : 202302112 **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>
ADDRESS : 13 N UNION STREET PETERSBURG, VA 23803
ELECTRONIC FUND TRANSFER : $3,273.00
DESCRIPTION 1 : 48 BANK ST E **PAGES :** 027 **OP :** 0
NAMES : 0
CONSIDERATION : $3,232,000.00 **A/VAL :** $1,252,700.00 **PIN OR MAP :** 011220800

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.

COMMONWEALTH OF VIRGINIA
CHARLES E. TOWNES
CERTIFICATE No. 1222
CERTIFIED LAND SURVEYOR

SCALE: 1" = 20'
DEC. 15, 1983

CHARLES C. TOWNES & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, LAND SURVEYORS
COLONIAL HEIGHTS, VIRGINIA

JJH / DEH
834622

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. 19 83
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.
Teste: Walter L. [illegible] Clerk

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

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

PURPOSE: A Public Hearing for consideration of an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and ZEBRINA MEADE for the development of the City-owned property at 746 Mount Airy Street, located in Petersburg, VA.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and ZEBRINA MEADE for the development of 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, Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

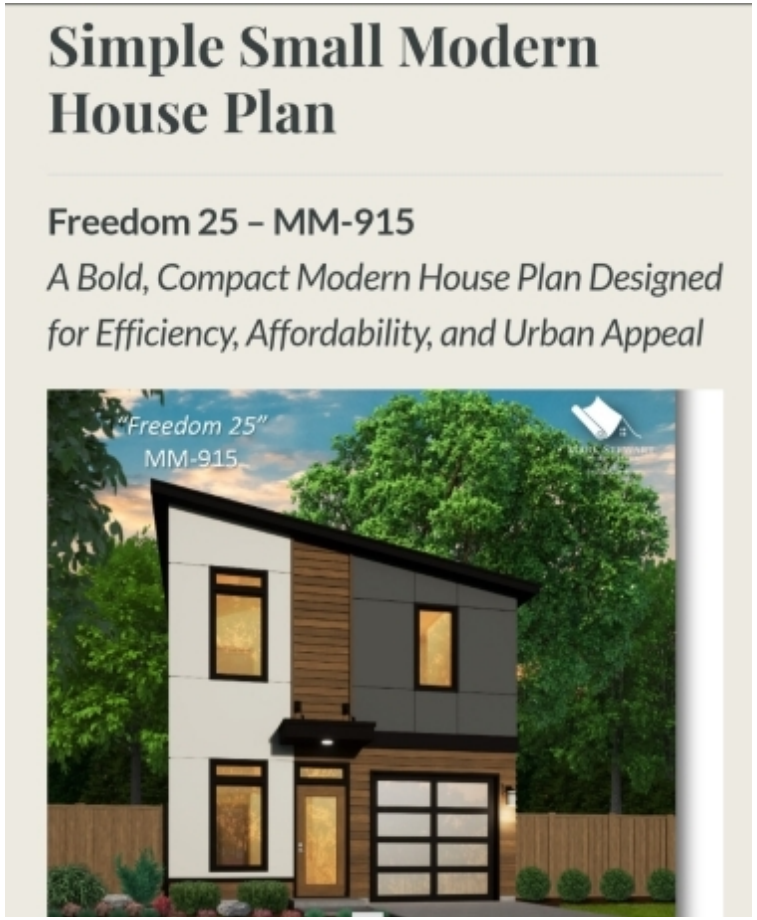
REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 746 Mount Airy Street Presentation

2. Ordinance
3. 746 Mount Airy-Zebrina Meade-

746 Mount Airy Street Lot Plans

presented by... Zebrina Meade



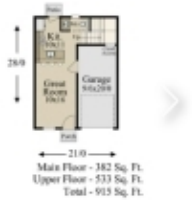
Contemporary Street Presence in a Compact Footprint

Freedom 25's bold **modern façade** features a dramatic shed roofline, smooth composite siding, warm horizontal wood accents, and sleek black-framed windows—all working together to create a crisp, eye-catching exterior. At just **21 feet wide and 28 feet deep**, this plan slides effortlessly onto even the narrowest of lots, opening up exciting possibilities for **urban infill**, **ADU development**, or **compact community housing**.

With clean lines, confident geometry, and a layout that punches well above its square footage, **Freedom 25** brings together smart design and contemporary style in one bold, buildable package. At just **915 square feet**, this two-story **modern house plan** is tailor-made for narrow urban lots, tight site constraints, and budget-conscious buyers who refuse to compromise on design integrity.

Sample Plans





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**

Contactors


Electrical • Carpentry • Windows
Plumbing • Heating & Cooling
"We Do It All!"
Mike's Construction
Free Estimates!
804-919-1035
Quality Work. Honest Service. Affordable Prices
SALSA CONSTRUCTION
Gregory Stanislas
Contractor/Electrician/Carpenter

Construction Phase

building a house from start to finish. This process typically includes securing financing, acquiring land, designing the house, hiring contractors, and obtaining permits. The construction phase then moves through site preparation, foundation, framing, roofing, and the installation of all electrical, plumbing, and HVAC systems. The final stages involve interior and exterior finishes, landscaping, and a final inspection before you can move in.

Thanks for your time City of Petersburg Home…



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, Zebria 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 $900.00 ($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 many 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, 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

PURCAHSER: Petersburg, VA 23803

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 parities 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: Zebrina Meade

By: _____

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

NAVY FEDERAL
Credit Union
PO Box 3000 • Merrifield VA • 22119-3000
navyfederal.org

Statement Period
05/20/25 · 06/19/25

Access No. [redacted]

Statement of Account

Routing Number: 2560·7497·4

#BWNLLSV
#000000R2R0VYU5A0#000JMU00F

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

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.

July 29, 2025

Petersburg, Virginia

Parcel: 030220013

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	746 MOUNT AIRY ST Petersburg , VA
Legal Acreage:	.017
Legal Description:	PT LOT 8-A BK 8 EDENMONT
Subdivision:	Edenmont
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8106
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

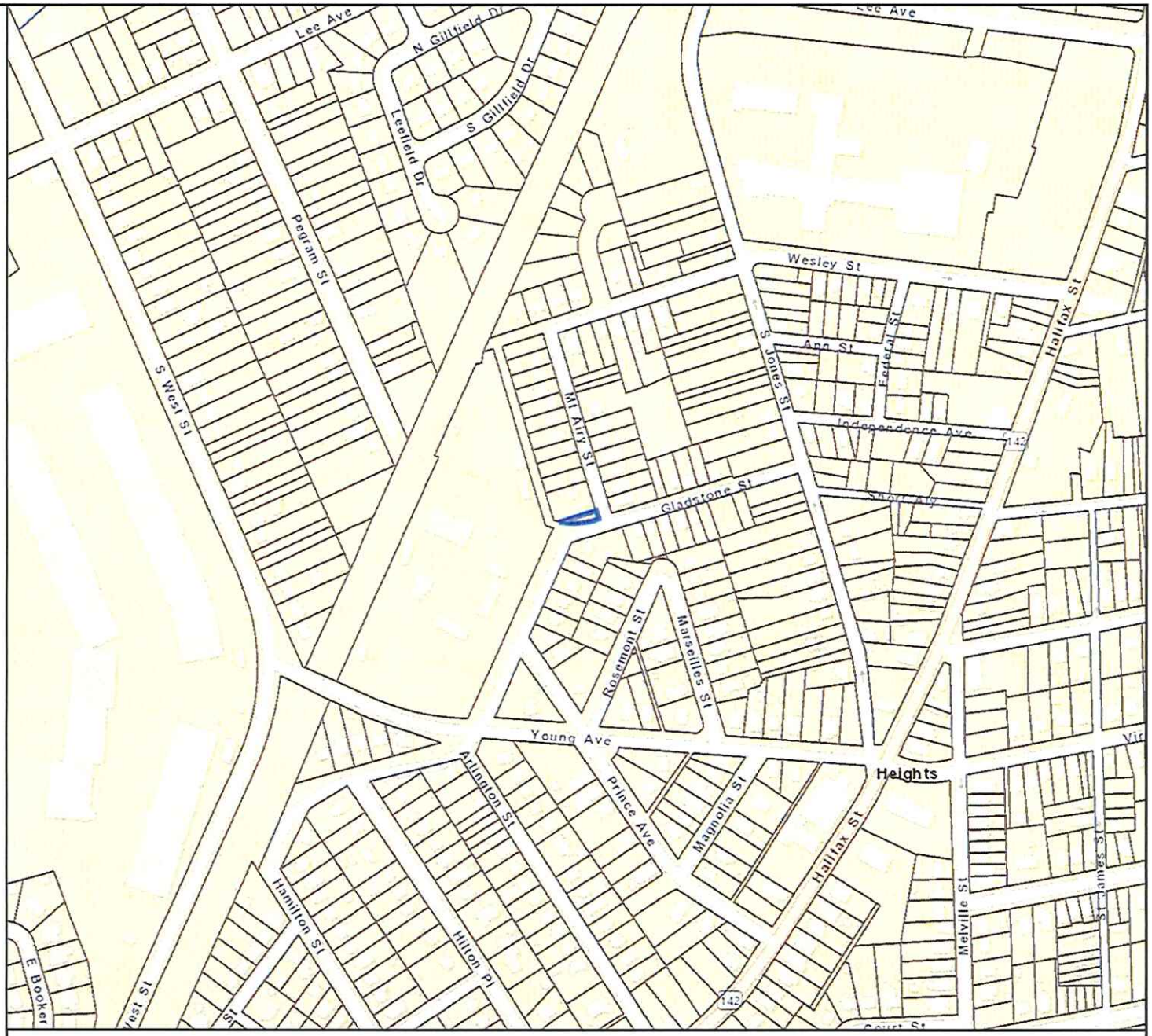
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Feet

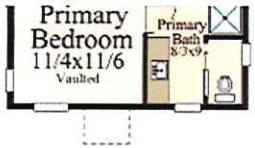
0 100 200 300 400

1:4,514 / 1"=376 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**

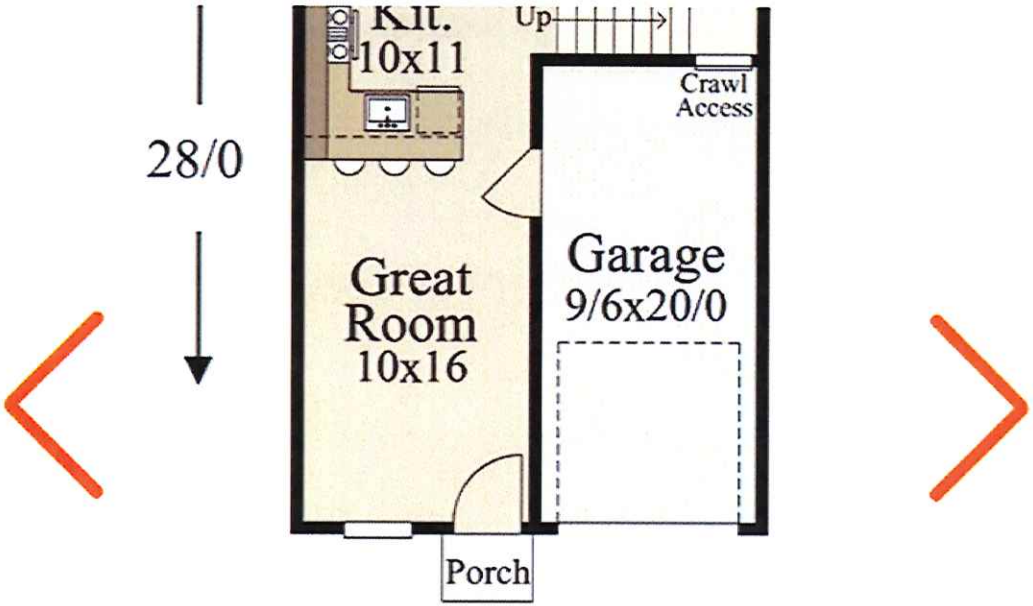
Bedrooms: **2** Bathrooms: **2.5** Cars: **1**

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**



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





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

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

PURPOSE: A Public Hearing for consideration of an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and K&K BEGINNINGS LLC for the development of the City-owned property at 110 Spruce Street, located in Petersburg, VA.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and 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, Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

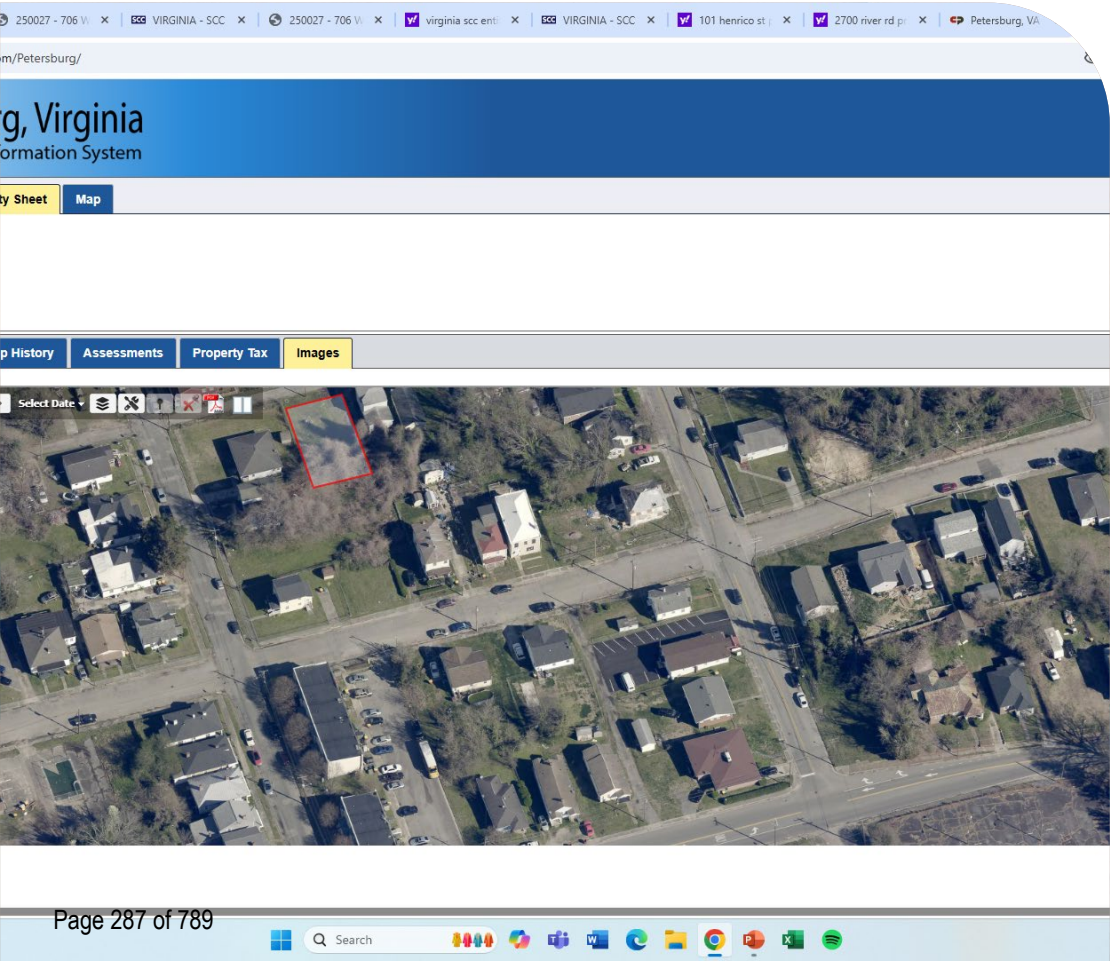
REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 110 Spruce Street Presentation

2. Ordinance
3. 110 Spruce Street -K&K Beginnings LLC-Kia Haskett

BUILDING PLANS FOR 110 SPRUCE ST: VISION, DESIGN, AND DEVELOPMENT

OWNERSHIP AND SITE ANALYSIS



Location

On the map 110 spruce st is located inside of the red plats

Building plan

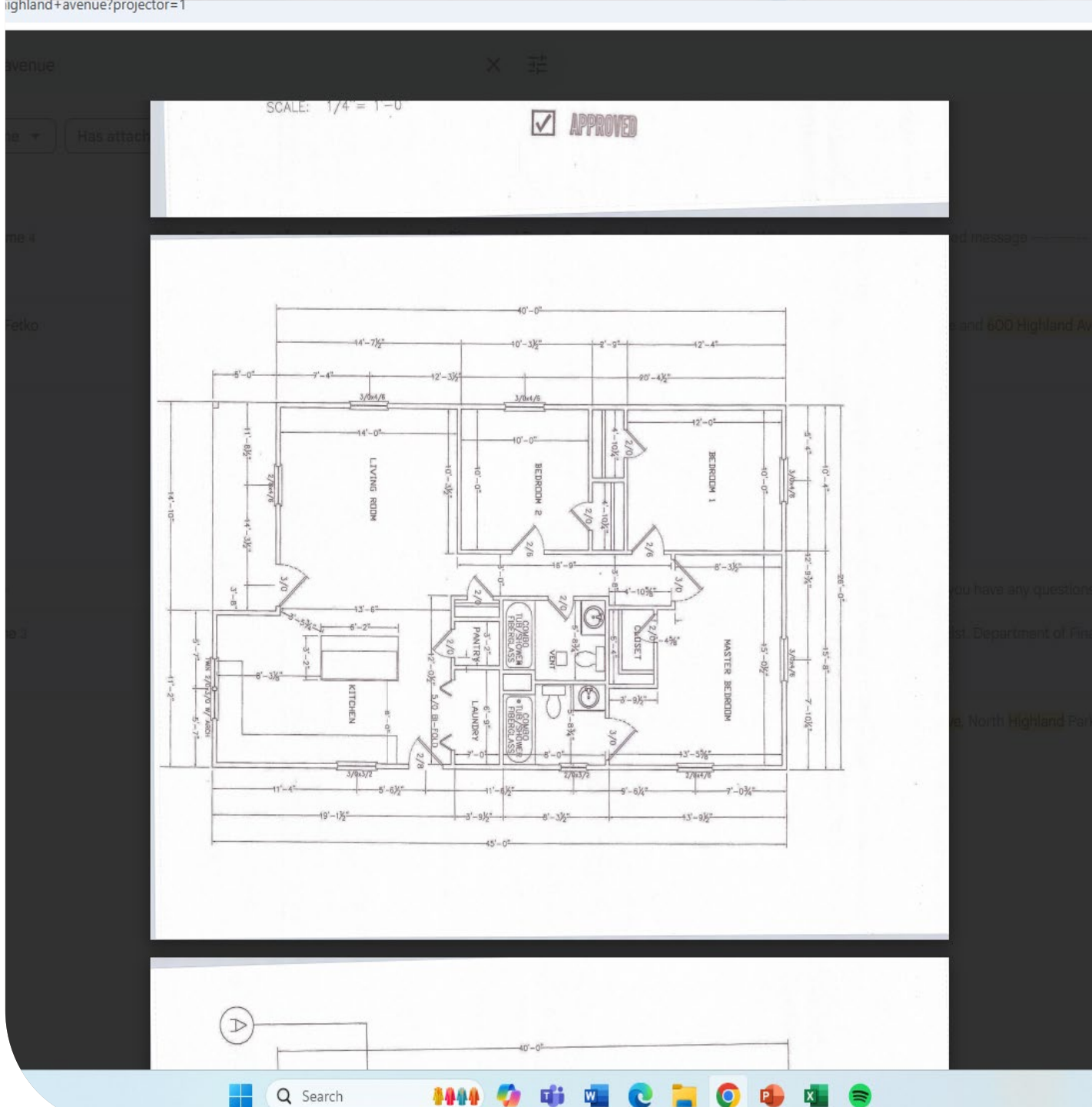
3 bed 2 bath 1100 square foot property.

ARCHITECTURAL DESIGN VISION AND CONCEPT

Aeriel View of site plans

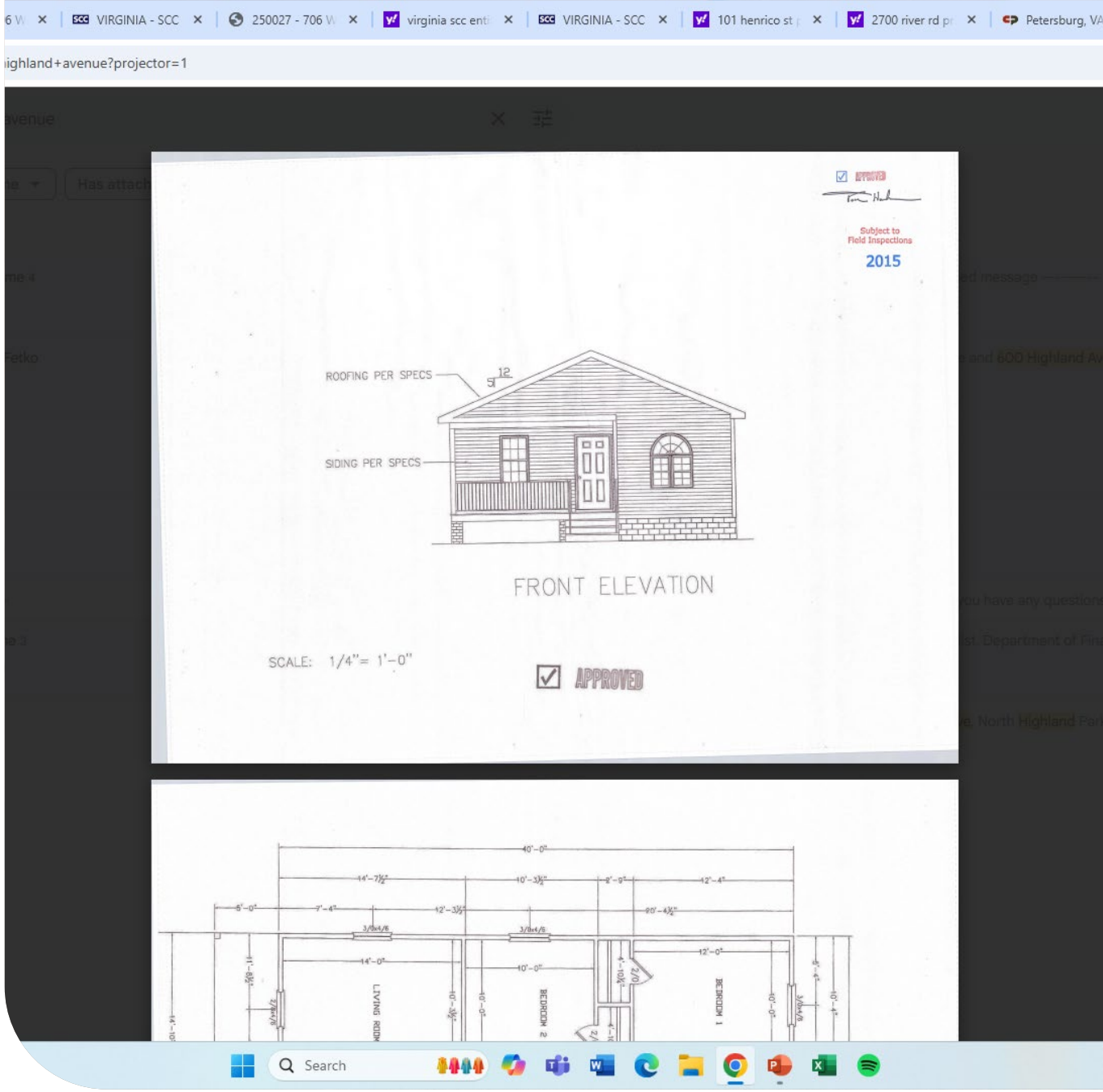
Innovative Design Principles

Incorporates a simple shot gun single family home with a modern open concept,



FRONT VIEW OF PROPERTY

accessibility.



MORE INFORMATION ON THE PROPERTY.

We are basically building the same house 4 times with minor changes and design features.

Our budget is 185-200k for each property.

Winter Custom Contracting along with Salsa Contractors are doing spruce st to help speed up the construction process.

75 day turn around.



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.

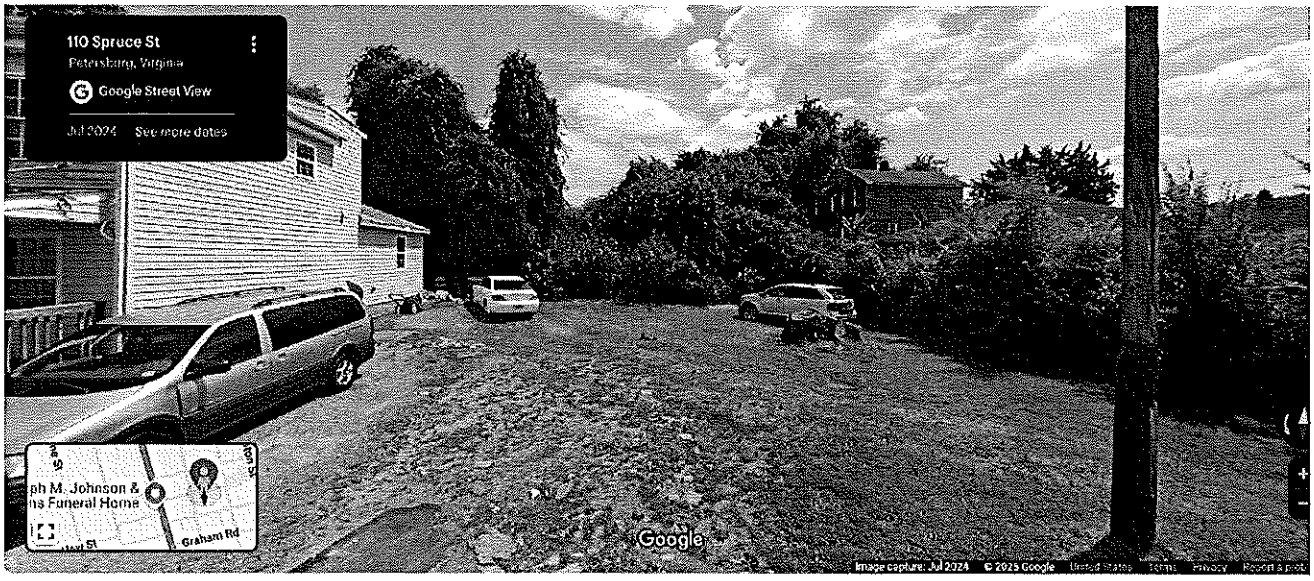
PROJECT BRIEF

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 many 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: _____

1806 Summit Ave
Ste 300 Richmond VA 23230.

COPY TO: Keri Hassett _____

2936 Brierweed
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 parities 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 Corp

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
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	110 SPRUCE ST Petersburg , VA
Legal Acreage:	.105
Legal Description:	52 X 88
Subdivision:	
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	Yes
Opportunity Zone:	51730811300
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Union Train Station
Primary Service Area:	
Census Tract:	8108
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

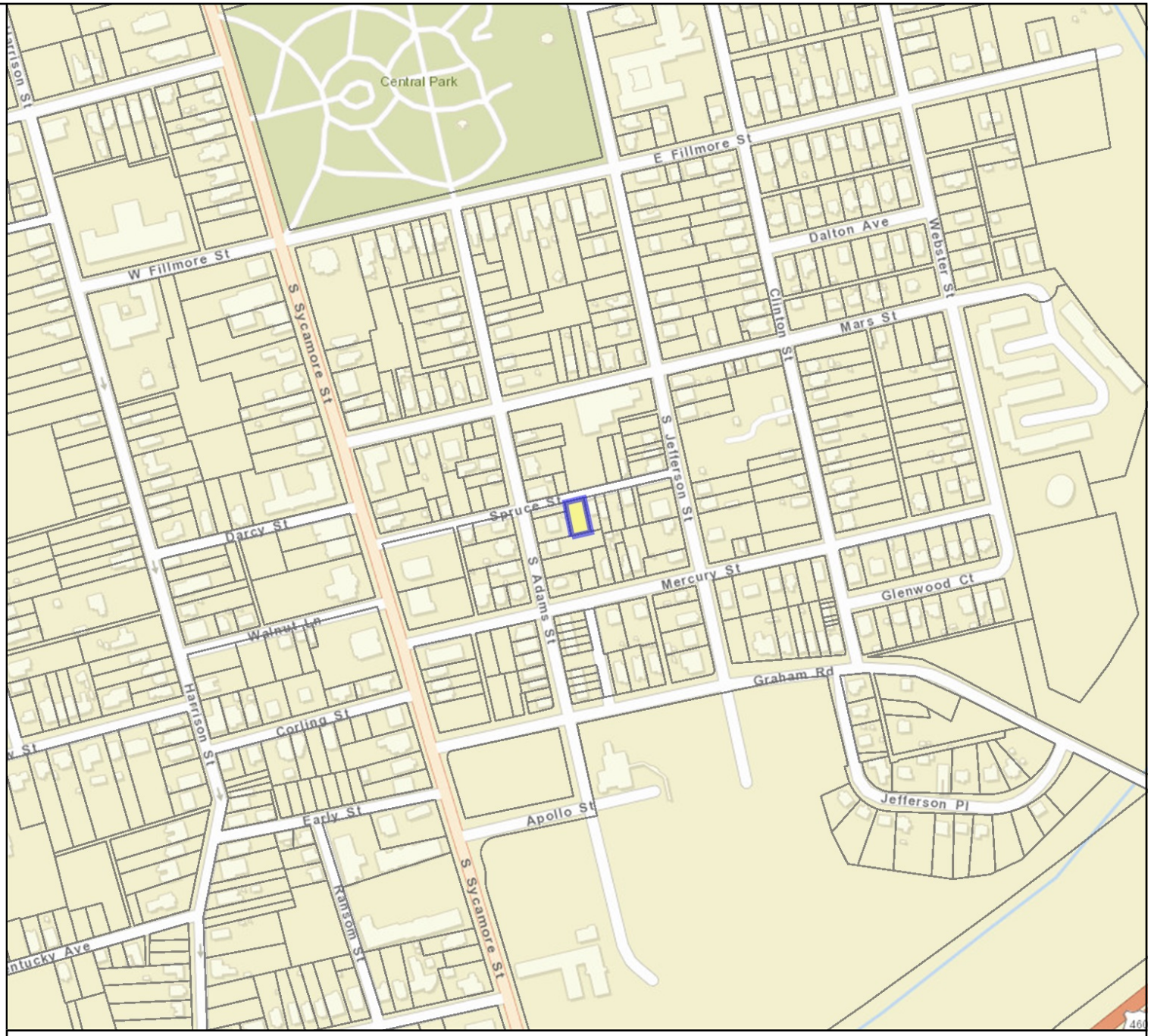
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

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	03114 0003 — Acreage 0.105 — Bldg SF N/A
Year Constructed	
Project Developer	K & K Beginnings LLC
Contact Name	Kai Haskett
Address	29316 Briarwood Rd — Phone (804) 363-0703
Email	Haskettkai88@gmail.com
Experience/Qualifications	4+ years
Development Description	Single Family new construction home, Single story 3 Bed 2 Both 1100 sqft
Offered Purchase Price	$7,700 — Total Investment $7,700
Description of Financing (%)	20% loan, 70% lender, 10% capital venture
Community Benefit	
Due Diligence Period (months)	120 days
Construction Start Date	Day after council approval — Completion Date 8/30/25
Number of Projected Jobs	Temp/Const. Jobs N/A — Permanent Jobs N/A
Average Wage	
Contingencies	10% of ARV

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 / Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
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.

City of Petersburg

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
		Legal Description:	52 X 88
		Subdivision:	No Data
		Assessment Neighborhood Name:	No Data
		Local Historic District:	No Data
Property Use:	100 Urban Residential Vacant	**National Historic District:**	No Data
		Enterprise Zone:	Yes
State Class:	7 Exempt Local	**Opportunity Zone:**	51730811300
Zoning:	R-3		

VA Senate District:	16
Va House District:	63
Congressional Disrict:	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.

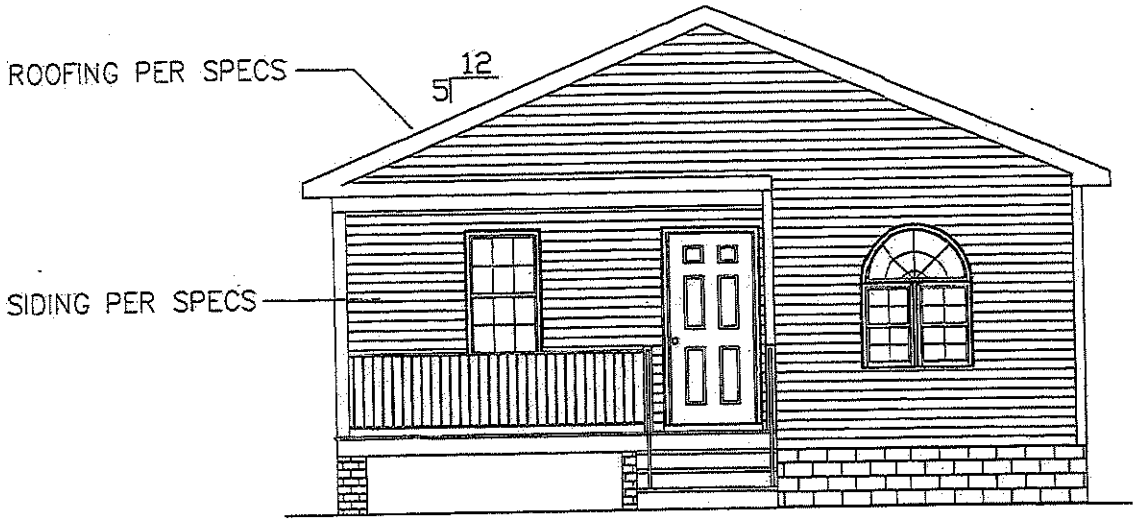
Maxwell Gorman
Zoning Administrator

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

☑ APPROVED

Subject to
Field Inspections

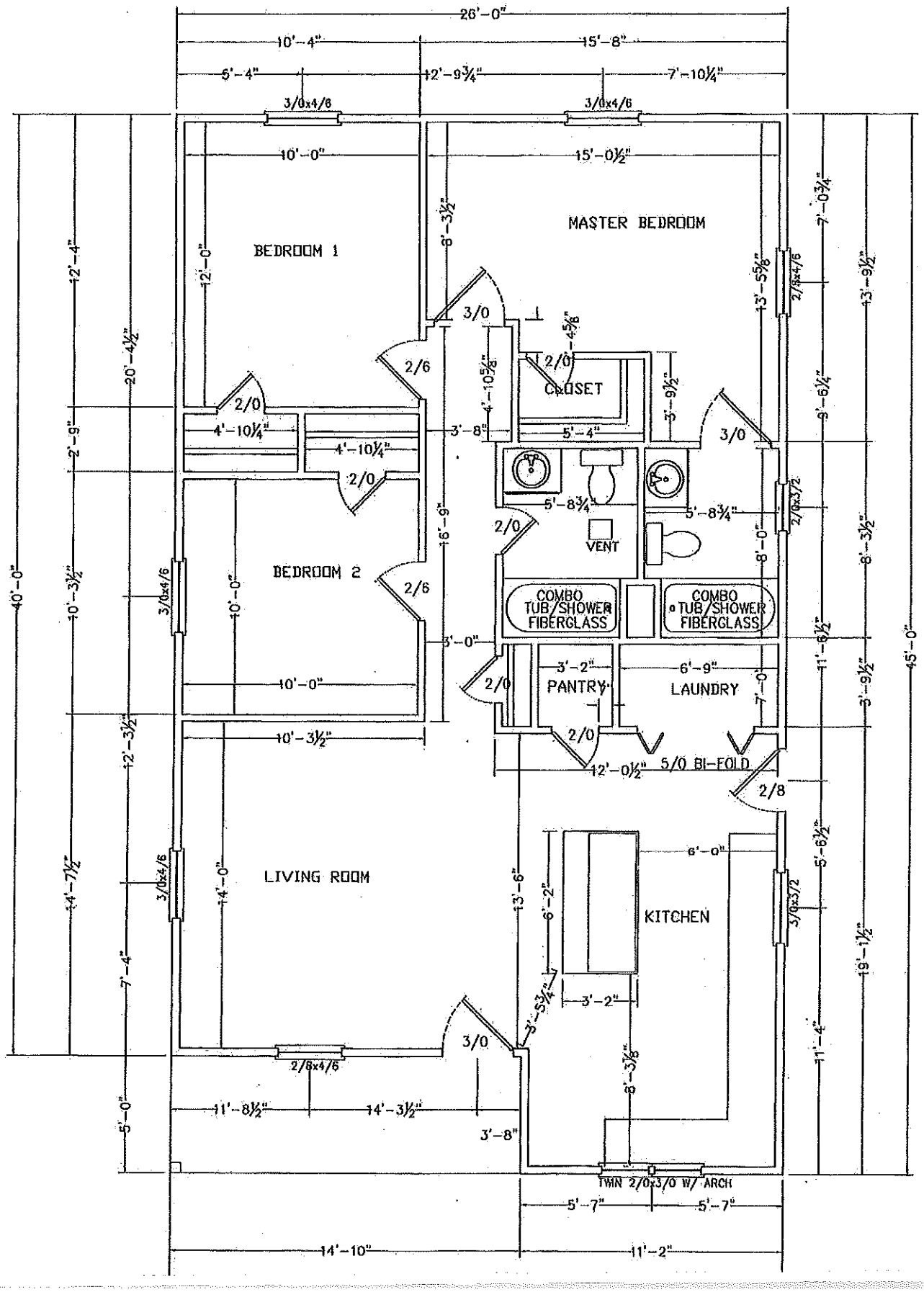
2015

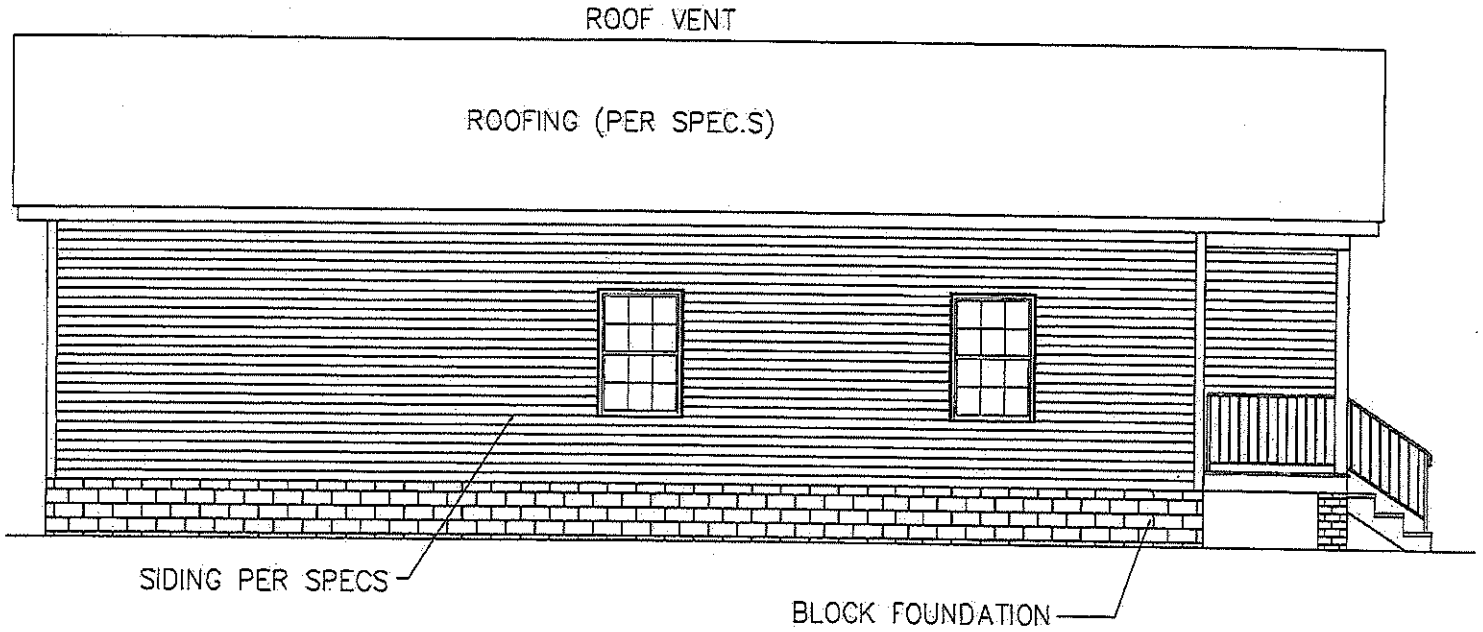


FRONT ELEVATION

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

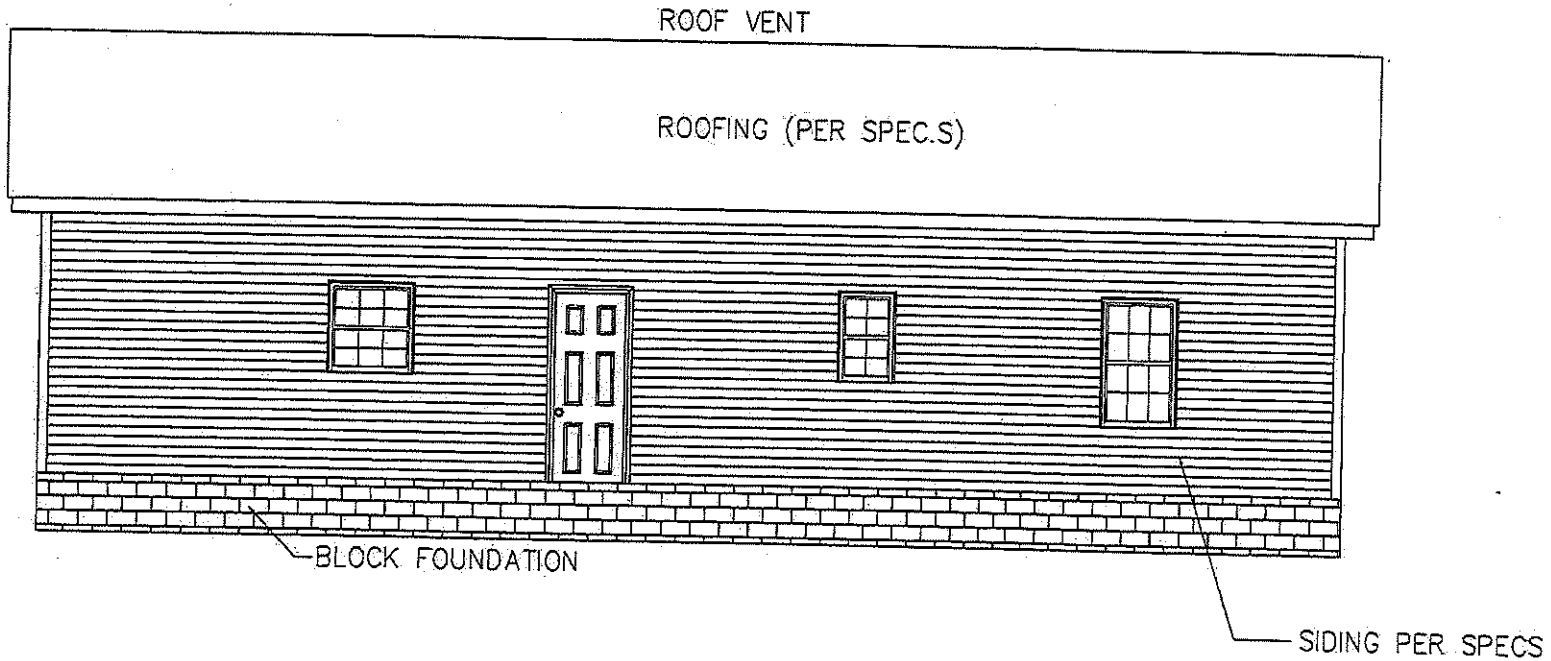
☑ APPROVED


26'-0"
10'-4"
15'-8"
5'-4"
12'-9¾"
7'-10¼"
3/0x4/6
3/0x4/6
10'-0"
15'-0½"
BEDROOM 1
MASTER BEDROOM
BEDROOM 2
LIVING ROOM
KITCHEN
CLOSET
PANTRY
LAUNDRY
VENT
COMBO TUB/SHOWER FIBERGLASS
COMBO TUB/SHOWER FIBERGLASS
5/0 BI-FOLD
TWN 2/0x3/0 W/ ARCH
2/6x4/6
3/0x3/2
40'-0"
45'-0"
20'-4½"
12'-4"
10'-3½"
12'-3½"
14'-7½"
7'-4"
5'-0"
2'-9"
12'-0"
14'-0"
10'-0"
8'-3½"
16'-9"
3'-0"
10'-3½"
11'-8½"
14'-3½"
3'-8"
14'-10"
11'-2"
5'-7"
5'-7"
4'-10¼"
4'-10¼"
3'-8"
5'-4"
3'-9½"
4'-10⅝"
4'-5⅛"
5'-8¾"
3'-8¾"
8'-0"
3'-2"
6'-9"
7'-0"
12'-0½"
2/8
6'-0"
13'-6"
6'-2"
3'-2"
3'-5¾"
8'-3⅜"
11'-4"
19'-1½"
13'-5⅝"
7'-0¾"
13'-9½"
5'-6½"
11'-6½"
8'-3½"
3'-9½"
5'-6½"



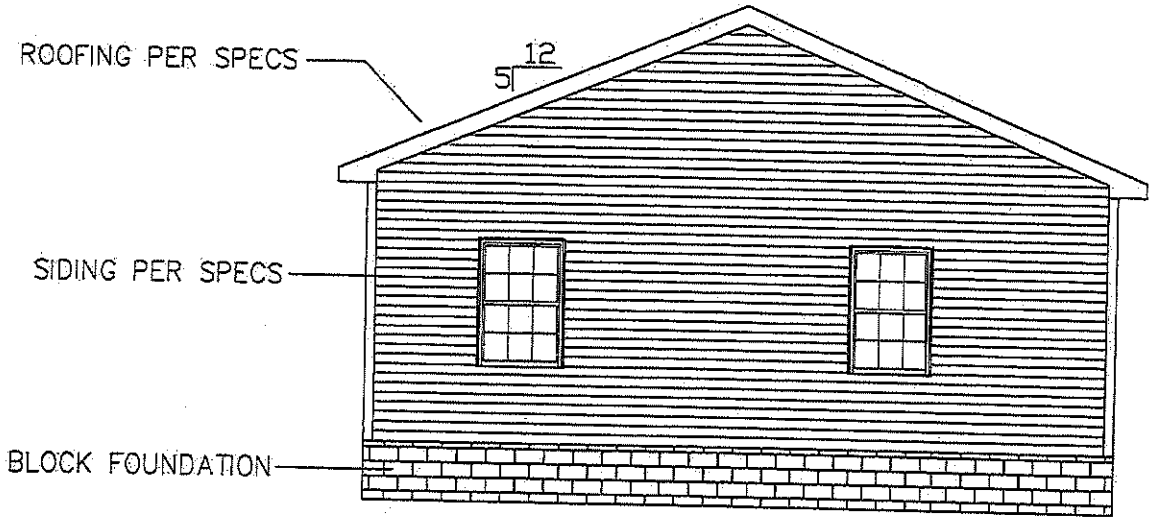
SCALE: 1/4"= 1'-0"

LEFT ELEVATION



RIGHT ELEVATION

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



REAR ELEVATION

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

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

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

PURPOSE: A Public Hearing for consideration of an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and SKYE IS THE LIMIT RESIDENTIAL SERVICES LLC for the development of 137 Franklin Street, located in Petersburg, VA

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and 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 137 Franklin Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 10/21/2025

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)

SKYE
Is The Limit

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 many 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, 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:
Skye Is The Limit Residential Services
10814 S Crater Road 23805

COPY TO: Antywone Wilson
PO Box 3600
Chester, VA 23831

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 parities 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: Antywone 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

September 09, 2025

Petersburg, Virginia

Parcel: 011300023

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	137 FRANKLIN ST Petersburg , VA
Legal Acreage:	.117
Legal Description:	36 - 18 X 100 - 145
Subdivision:	Centre Hill Court
Assessment Neighborhood Name:	
Local Historic District:	Centre Hill

National Historic District:	Centre Hill
Enterprise Zone:	Yes
Opportunity Zone:	51730811300
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Union Train Station
Primary Service Area:	
Census Tract:	8108
Elementary School:	Lakemont
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

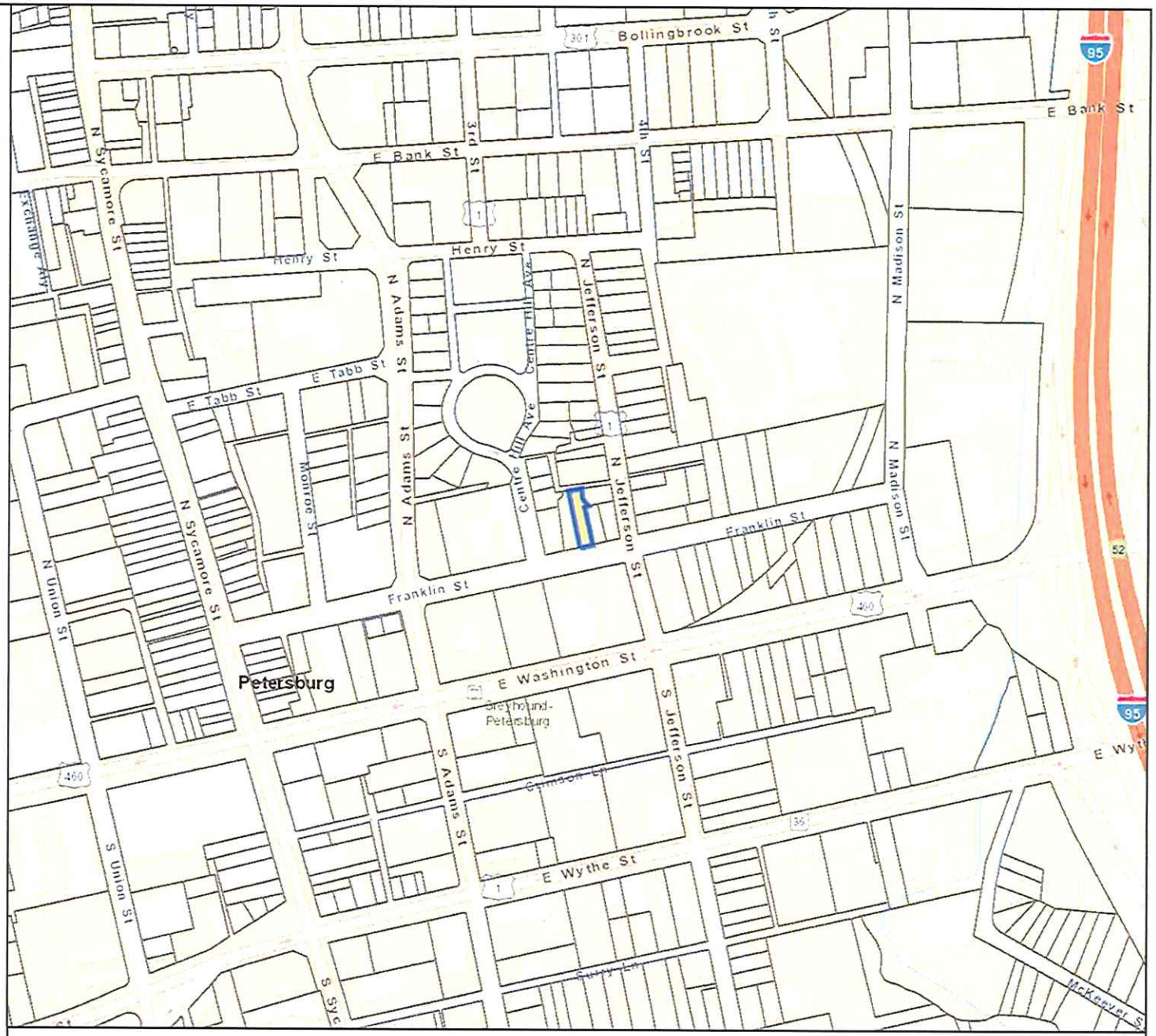
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

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.

DESIGN LOADS

The residence is based on the following code and loads. Client is responsible for any variations and/or applicable local requirements.

1. Building Codes
   - 1.1 2015 Residential Code
   - 1.2 Minimum Design Loads for Building and Other Structures, ASCE 7-10.

2	Roof Dead Load	15 PSF
3	Roof Live Load	20 PSF
4	Typical Floor Dead Load	10 PSF
5	Floor Live Loads	
	5.1 Rooms other than sleeping rooms	40 PSF
	5.2 Sleeping Rooms	30 PSF
	5.3 Stairs	40 PSF
	5.4 Decks	40 PSF
	5.5 Exterior Balconies	60 PSF
6	Wind Loads / Data	
	6.1 Ultimate Design Wind Speeds	115 MPH
	6.2 Wind Importance Factor, Iw	1.00
	6.3 Exposure	B
	6.4 Walls (Component and Cladding)	25 PSF
	6.5 Roofs (Component and Cladding)	
	6.5.1 Roof Slopes 0.25/12 to 7/12	54.8 PSF
	6.5.2 Roof Slopes 7/12 to 12/12	21 PSF
7	Seismic Loads/ Data	
	7.1 Seismic Use Group	D/TB
	7.2 Spectral Response Coefficients, SDS	0.75g's and 40.25g
	7.3 Site Class	D
	7.4 Seismic Importance Factor, Ie	1.00
	7.5 Seismic Design Category	B

FOUNDATIONS & CRAWL SPACES

1. Foundations shall conform to the requirements of the Residential Building Code, Chapter 4. Should a conflict occur between these drawings and the aforementioned building code references the more stringent shall govern.
2. The architect has not received a subsurface investigation. The foundation is based upon an assumed soil bearing capacity of 2000 psf net bearing. Verification of this assumed value is the responsibility of the owner or contractor should any adverse soil condition be encountered the architect must be contacted before proceeding.
3. Foundations shall extend not less than 12 inches below the finished natural grade and in no case less than the frost line depth. Foundation walls are assumed to restrain earth pressures of 30 psf per foot, unbalanced fill and foundation wall construction shall conform to tables 404.1 of the Residential Building Code. Site topography has not been provided to TightLines Designs. Report any unusual site conditions to TightLines Designs before construction.
4. Any fill shall be placed under the direction or recommendation of a licensed professional engineer. The resulting soil shall be compacted to a minimum of 95 percent maximum dry density.
5. Excavation for footings shall be lined temporarily with a 6 mil polyethylene if placement of concrete does not occur within 24 hours of excavation.
6. No concrete shall be poured against any subgrade containing water, ice, frost, or loose material.
7. Stepped perimeter footings are to be poured monolithically with wall footings. Reinforcement for wall footings, if any, shall run continuously through corner footings.
8. Crawl space vents to be 8"x16" w/ min. 80% free air, and shall be located within 3' of each corner unless closed crawl space. Crawl space door may serve as vent.
9. Install 6 mil. vapor barrier below all slabs and on ground area within all crawlspaces.
10. Provide min. 18x24 access panel or larger as required by the Mechanical Code when mechanical equipment is located in the crawlspace.
11. Remove earth as required to achieve a minimum clearance from ground to underside of floor joists of 18".
12. Provide foundation drains at all foundation walls. Coordinate location to daylight with owner.

CONCRETE

1. Concrete shall have normal weight aggregate and a minimum compressive strength (f'c) at 28 days as listed below.
   - 1.1. Footings 3000 psi
   - 1.2. Slabs-on-grade 4000 psi
   - 1.3. Elevated Slabs 5000 psi
2. Concrete shall be proportioned, mixed, and placed in accordance with ACI 318 latest edition "Building Code Requirements for Reinforced Concrete" and ACI 301 latest edition "Specifications for Structural Concrete for Building"
3. Entrained air must be used in all concrete that will be exposed to freezing and thawing and deicing chemicals. Amount of air entrainment (percent) shall be in accordance with the following schedule with a range of +/- 1 to +2 percentage points of the target value.
   - 3.1. Footings 3%
   - 3.2. Interior Slabs 0% see note below
   - 3.3. Exterior Slabs 5%

   3.4. Notes: It is recommended that interior slabs to be given a smooth, dense, hard-troweled finish not contain entrained air since blistering or delamination may occur. If slab will be exposed to deicing or other aggressive chemicals contact TightLines Designs for proper air entrainment requirements.
4. No admixtures shall be added to any structural concrete without written permission of the architect.

CONCRETE SLABS ON GRADE

1. Concrete slabs on grade shall be constructed in accordance with ACI 302.1-96 "guide for concrete slab and slab construction".
2. The architect is not responsible for differential settlement, slab cracking or other future defects resulting from unreported conditions.
3. Control joints shall be spaced in slabs on grade at a maximum of 30'-0" O.C. Unless noted otherwise.
4. Control joints shall be produced using conventional processes within 4 to 12 hours after the slab has been finished.
5. Reinforcing steel shall not extend through the control joint.
6. All welded wire fabric for concrete slab on grade shall be supplied in flat sheets
7. All welded wire fabric for concrete slab on grade shall be placed 2" from top of slab. The mat shall be securely supported during the concrete pour.

FOUNDATION & FLOOR FRAMING NOTES

1. All dimensions stretched from the outside face of the foundation wall or the center line of piers.
2. Typical pier is 16"x16" w/ 24"x24"x10" footing, U.N.O.
3. Typical wall footing is 16"H x 8"D, U.N.O.
4. All girders and joists to be SPF, U.N.O.
5. Typical floor joists to be 2x10s @ 16" o.c., U.N.O.
6. See sheet A1.1 &A3.1 for additional foundation & framing notes.

FLOOR FRAMING NOTES

1. Floors shall be constructed in accordance with the requirements listed in the Residential Building Code Chapter 5.
2. Floors are designed for the uniformly distributed loads shown in the general structural notes. Special loading conditions must be reported to TightLines Designs. TightLines Designs is not responsible for floor defects resulting from unreported conditions.
3. Provide a point load from above. Provide solid blocking to foundation w/ the same number of studs as above.
4. Install double joists or use trues mbrf. dwgs. for support under partition run load bearing partitions above typ.
5. Floor sheathing shall be APA rated sheathing exposure 1 or 2, 23/32" T&G glued and attached to its supporting framing with 10d CC nail at 6" O.C. At panels edges and at 12" O.C. in panel field unless otherwise noted on the plans. Sheathing shall be applied perpendicular to framing. Panel end joints shall occur over framing.
6. Joists framing into the side of a girder shall be supported by a 2x2 ledger or by manuf. recommended hangers.

FLOOR PLAN NOTES

1. All interior walls drawn @ 5 1/2" wide & exterior walls drawn w/sheathing @ 6" wide. All dimensions are drawn to face of stud on interior walls and to exterior sheathing on exterior walls.
2. All windows to have screens.
3. Provide plastic coated wire shelving w/clothes rod in each closet & bedroom closets, and (1) shelf in laundry closet & four (4) shelves in pantry.
4. See above for additional framing notes.



Fisher III
1559 TOTAL HEATED SF
167 SF FRONT PORCH
60 SF REAR PORCH
15 SF STORAGE

GENERAL STRUCTURAL NOTES:

1. This structure is only stable in its completed form. The contractor shall provide all required temporary bracing during construction to stabilize the structure.
2. The architect is not responsible for construction sequences, methods, or techniques in connection with the construction of this structure. The architect will not be held responsible for the contractor's failure to conform to the construction documents, should any non-conformities occur.
3. Verification of assumed field conditions is not the responsibility of the architect. The contractor shall verify the field conditions for accuracy and report any discrepancies to TightLines Designs before construction begins.
4. This structure and all construction shall conform to all applicable sections of the residential code and any local laws where the structure is to be constructed.

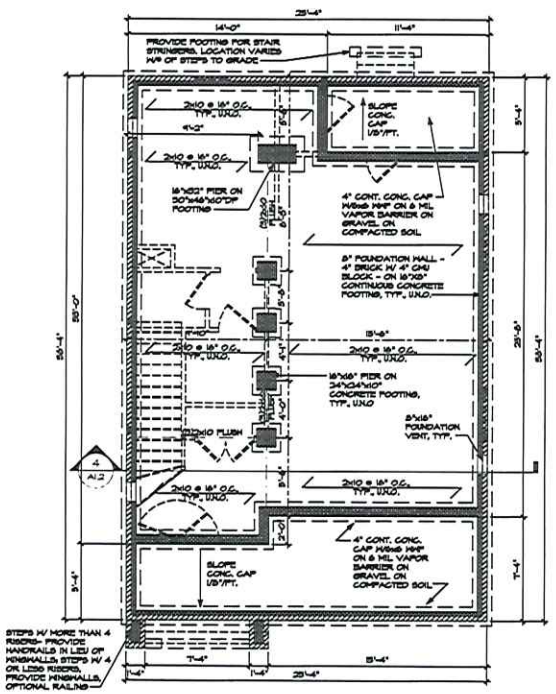
FIELD SPECIFY REQUIRED ACCESS PANEL & LOCATION - SEE NOTES ON A1.1 FOR ADDITIONAL CRAWL SPACE DETAILS

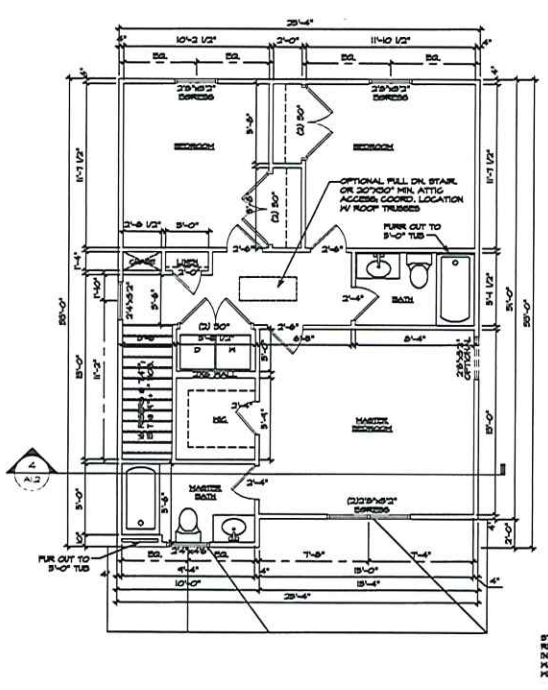
CRAWL SPACE VENT CALCS:
CRAWL SPACE W/ VAPOR BARRIER REQUIRES 1 SF VENT AREA PER 1500 SF CRAWL SPACE AREA

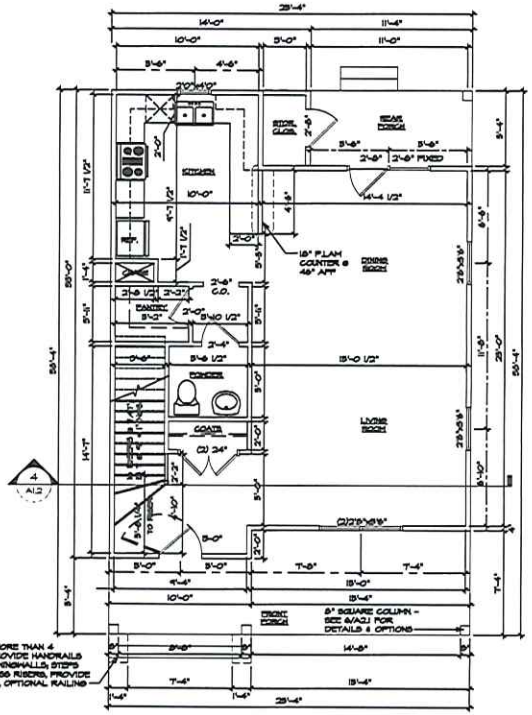
745 SF CRAWL SPACE/1500 SF = 0.505 SF VENT AREA
0.50 SF x 144 Sq.in/SF = 72.0 Sq.in.

8"x16" VENTS W/60% FREE AIR SPACE = 64 Sq.in. FREE AIR PER VENT

72.0 Sq.in./64 Sq.in. = 2 VENTS REQUIRED
4 VENTS PROVIDED







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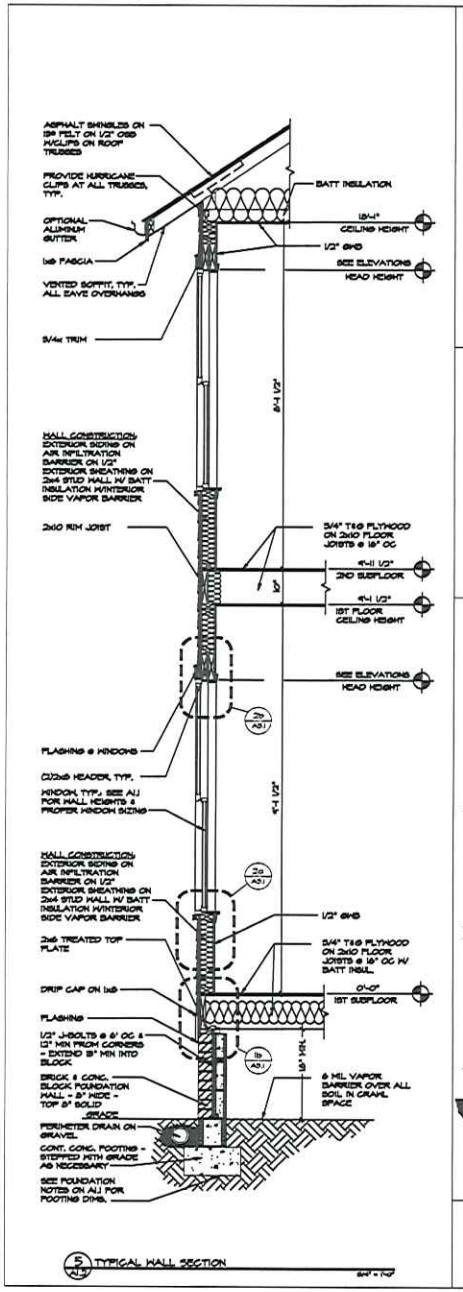
Fisher III

DAVID SCOTT MAURER
Lic. No. 049213072

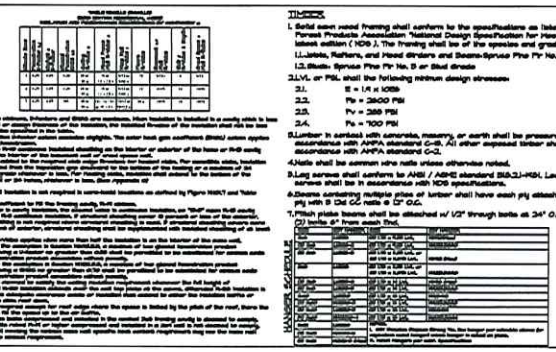
date	12.09.21
drafter	D.A.S.
checked by	C.J.B.
proj. no.	T-210333
revisions	date

Floorplan, Foundation Plan, Notes

A1.1



5 TYPICAL WALL SECTION
3/4" = 1'-0"



TIMBER

1. Solid sawn wood framing shall conform to the specifications as listed in the National Forest Products Association "National Design Specification for Wood Construction" latest edition (NDS). The framing shall be of the species and grade as listed below:
   1.1. Joists, Rafters, and Head Binders and Beams-Spruce Pine Fir No. 2
   1.2. Studs- Spruce Pine Fir No. 2 or Stud Grade
2. LVL or PSL shall the following minimum design stresses:
   2.1. E = 1.4 x 1039
   2.2. Fb = 2800 PSI
   2.3. Fv = 285 PSI
   2.4. Fc = 900 PSI
3. Lumber in contact with concrete, masonry, or earth shall be pressure treated in accordance with AWPA standard C-9. All other exposed timber shall be treated in accordance with AWPA standard C-2.
4. Nails shall be common wire nails unless otherwise noted.
5. Lag screws shall conform to ANSI / ASME standard B18.2.1-1981. Lead holes for lag screws shall be in accordance with NDS specifications.
6. Beams containing multiple plies of lumber shall have each ply attached to its adjacent ply with 2 10d CC nails @ 12" O.C.
7. Pitch plate beams shall be attached w/ 1/2" through bolts at 24" O.C. staggered w/ (2) bolts 6" from each end.

HANGER SCHEDULE

2x6		
2x8		
2x10		
2x12		
(2) 2x6		
(2) 2x8		
(2) 2x10		
(2) 2x12		
3x6		
3x8		
3x10		
3x12		
(2) 3x6		
(2) 3x8		
(2) 3x10		
(2) 3x12		
4x6		
4x8		
4x10		
4x12		
(2) 4x6		
(2) 4x8		
(2) 4x10		
(2) 4x12		

WALL FRAMING NOTES:

1. Unless otherwise noted on the plans, all framing is assumed to be standard wood framing. Framing shall comply with the requirements of the Residential Code, Chapter 6. Should a conflict occur between these drawings and the aforementioned code references the more stringent shall govern.
2. Studs for wall framing shall consist of 2x nominal framing and be constructed in accordance with the requirements listed below. Studs listed in the following schedule shall have a maximum height of 10'-0".

Location	Stud Size	Grade	Spacing
2.1 Interior non-bearing walls	2x4	Stud	24" O.C.
2.2 Interior bearing walls	2x4	Stud	16" O.C.
2.3 Exterior walls	2x4 spf	no.2	16" O.C.

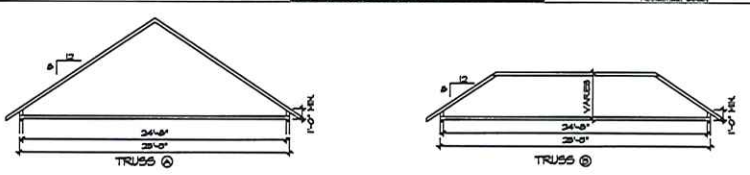
3. Studs shall be continuous from the sole plate to the double top plate at the ceiling or roof. Studs shall only be discontinuous at beams / headers for window or door openings. King studs shall be continuous with the same requirements as stud walls.
4. All headers at exit openings and all bearing walls shall be (2) 2x6 (unless noted otherwise). Provide continuous king studs on each side of the jack studs. Unless otherwise noted on the drawings provide jack studs in accordance with the following schedule:

Opening	No. of Jack Studs
4.1. less than 4'-0"	1 ea. End
4.2. 4'-1" to 6'-0"	2 ea. End
4.3. 6'-1" to 12'-0"	3 ea. End
4.4. over 12'-0"	4 ea. End, or see plans

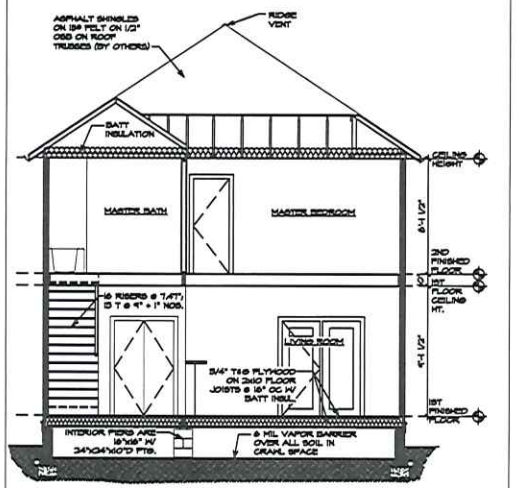
5. All beam bearing on timber framing shall have full bearing for the width of the beam and supported by a minimum of three studs. Where beams bear onto a wall parallel to the beam the beam shall have a minimum bearing length of 4-1/2".
6. Individual studs forming a column shall be attached together with one 10d CC nail @ 6" O.C. staggered. The stud column shall be continuous to the foundation or beam. The column shall be properly blocked at all floor levels to ensure proper load transfer.
7. All exterior walls shall be sheathed per section R602.10.3 of the Residential Code. Wall sheathing shall be APA rated structural I sheathing. Wall sheathing shall be attached to its supporting wall framing with 1-8d CC nail at 6" O.C. At panels edges and @ 12" O.C. in panel field unless otherwise noted on the plans. Sheathing shall have a span rating consistent with the framing spacing. Apply air infiltration barrier over the sheathing as required by the Residential Code.

ROOF FRAMING NOTES:

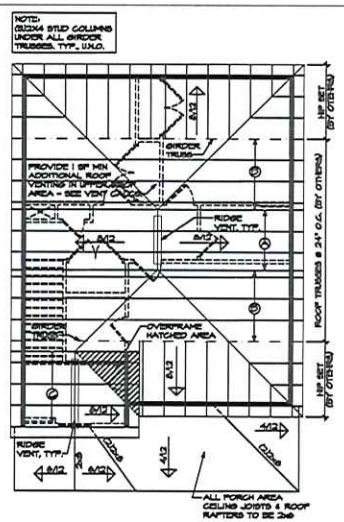
1. Unless otherwise noted on the plans, all framing is assumed to be standard wood framing. Framing shall comply with the requirements of the Residential Code, Chapter 6.
2. Roofs are designed for the uniformly distributed loads shown in the general structural notes. Exposed loading conditions must be reported to TightLines Designs. TightLines Designs is not responsible for defects resulting from unreported conditions.
3. Roofs shall be framed with roof trusses at 24" O.C. unless noted otherwise. Trusses shall be designed and/or reviewed by a licensed structural engineer.
4. At rafter and joist framing, a 2x4 collar tie (brace) shall be provided every third set of rafters. Ties shall be placed in the upper third of the roof and attached to each rafter with 4-10d CC nails.
5. Proper roof drainage shall be maintained at all roof conditions.
6. Roofs shall be sheathed with 15/32 APA rated structural sheathing exposure 1 or 2. Roof sheathing shall be continuous over two supports and attached to its supporting roof framing with 1-8d CC nail at 6" O.C. At panels edges and @ 12" O.C. in panel field unless otherwise noted on the plans. Sheathing shall be applied perpendicular to framing. Sheathing shall have a span rating consistent with the framing spacing. Use suitable edge support by use of plywood clips or lumber blocking unless otherwise noted. Panel end joints shall occur over framing. Sheathing shall have a 1/8" gap at panel ends and edges as recommended in accordance with the APA.
7. Apply building felt over the sheathing as required by the Residential Code, with two layers for slopes 2/12 to 4/12 and one layer for slopes >4/12.
8. Attach a Simpson H2.5A Hurricane Tie at every connection between trusses and top plates.



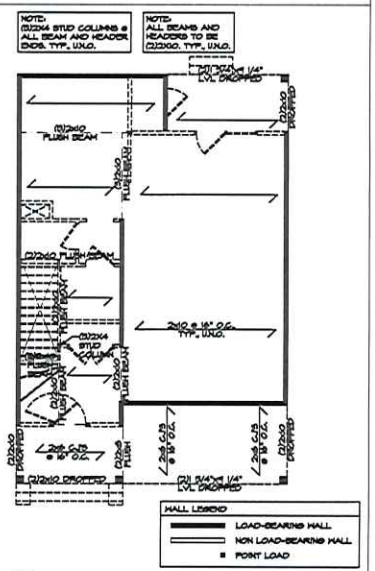
3 TRUSS DIAGRAMS
3/4" = 1'-0"



4 BUILDING SECTION
1/4" = 1'-0"



2 ROOF FRAMING PLAN
1/4" = 1'-0"



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

ROOF FRAMING NOTES:
1) ROOF PLAN AND PITCHES ARE INDICATED IN ROOF PLAN. REFER TO ENGINEERED TRUSS DRAWINGS FOR FINAL ROOF CONSTRUCTION.
- SEE SHEET A1.2 FOR ADDITIONAL ROOF FRAMING NOTES.
2) PROVIDE TWO LAYERS 15# FELT UNDERLAYMENT FOR ROOFS 2:12 TO 4:12 AND ONE LAYER FOR ROOFS >4:12.

TRUSS NOTES:
1) DIMENSIONS ARE OUTSIDE TO OUTSIDE OF STUDS.
2) THESE ARE DIAGRAMATIC TRUSS CONFIGURATIONS. REFER TO ENGINEERED TRUSS DRAWINGS FOR ALL FINAL TRUSS DIMENSIONS, LAYOUTS AND CONSTRUCTION NOTES.
3) ROOF TRUSSES TO BE DESIGNED & ENGINEERED BY A NC LICENSED ENGINEER.
4) ALL TRUSS LOADS TO BEAR ON OUTSIDE WALLS ONLY U.N.O.
5) COORDINATE TRUSS LAYOUT TO PROVIDE 20"x30" MIN ATTIC ACCESS PANEL OR PULL DOWN STAIR AT LOCATION INDICATED ON 1/A1.1

OVERHANG NOTES:
1) RECOMMENDED RAKE OVERHANG: 1'-0"
2) RECOMMENDED EAVE OVERHANG 1'-0" MIN.

ROOF VENT CALCULATIONS:
0.05 SF ROOF AREA/SQ0 = 2.60 SF VENT REQUIRED
2.60 x 50% = 1.34 SF VENT REQ'D IN UPPER ROOF AREA

11 LF HORIZ. RIDGE VENT x .06 SF/LF = 0.66 SF VENT WITH ADDITIONAL 1 SF ROOF VENT FOR TOTAL OF 1.66 SF VENT PROVIDED

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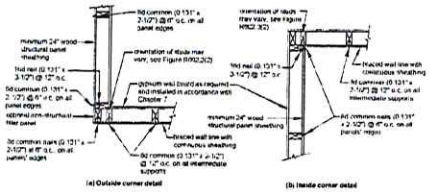
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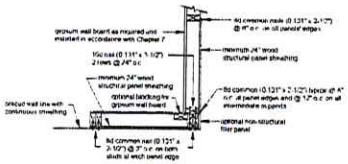
DAVID SCOTT MAUZER
Lic. No. 040317972

date	12.09.21
drafter	D.A.S.
checked by	C.L.B.
proj. no.	T-21033.3
revisions	date

Floor & Roof Framing, Trusses, Sections, & Insulation Notes

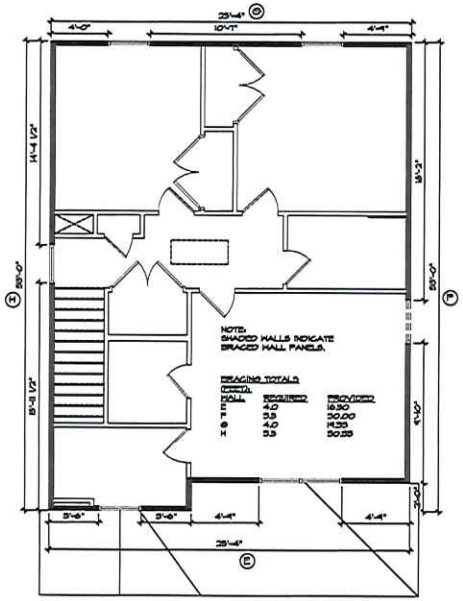
A1.2





EXTERIOR CORNER FRAMING DETAILS FOR CONT. SHEATHING

NOT TO SCALE



NOTES:

1. STRUCTURAL BRACING TO BE 1/2" PLYWOOD OR OSB SHEATHING. WALL BRACING SHALL BE IN ACCORDANCE WITH SECTION R602.10.3 CONTINUOUS SHEATHING. BRACING METHOD CS-WSP SHALL BE USED IN ACCORDANCE WITH TABLE R602.10.1.

2. THE REQUIRED LENGTH OF BRACING FOR EACH SIDE OF A RECTANGLE CIRCUMSCRIBED AROUND THE PLAN OR A PORTION OF THE PLAN AT EACH STORY LEVEL SHALL BE IN ACCORDANCE WITH TABLE R602.10.3 AND FIGURE R602.10.3(1), UNLESS NOTED OTHERWISE, THE ENTIRE STRUCTURE IS ASSUMED TO CIRCUMSCRIBED WITHIN A SINGLE RECTANGLE.

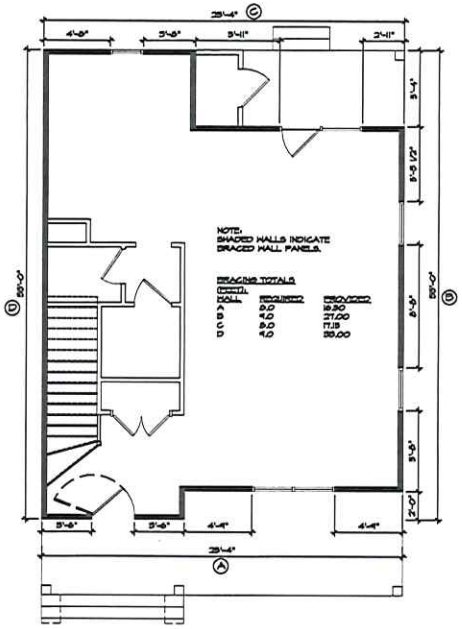
3. MINIMUM PANEL WIDTH IS 24", SEE SECTION R602.10.3 FOR ADDITIONAL INFORMATION. CONNECTION CRITERIA SHALL BE IN ACCORDANCE WITH TABLE R602.10.1. PORTAL FRAME CONSTRUCTION SHALL BE IN ACCORDANCE WITH FIGURE R602.10.1

4. ALL BRACED WALL PANELS TO BE FULL WALL HEIGHT AND SHALL NOT EXCEED 10 FEET WIDTH ADDITIONAL ENGINEERING CALCULATIONS.

5. WINDOW AND DOOR OPENING SIZES COINCIDE WITH ARCHITECTURAL PLANS.

6. CONTINUOUS SHEATHING METHODS REQUIRE STRUCTURAL PANEL SHEATHING TO BE USED ON ALL SHEATHABLE SURFACES ON ONE SIDE OF A BRACED WALL LINE INCLUDING AREAS ABOVE AND BELOW OPENINGS AND GABLE END WALLS.

7. HOLD DOWN DEVICE SHALL BE AS FOLLOWS:
SIMPSON LSTA24 STRAP (OR EQUIVALENT) BETWEEN FLOORS EXTENDING FROM BOTTOM OF FLOOR BAND UP STUDS WHERE SHOWN.
SIMPSON HDU8 HOLDOWN (OR EQUIVALENT) WHERE REQUIRED TO CONNECT DIRECTLY TO FOUNDATION.



FIRST FLOOR WALL BRACING

1/4" = 1'-0"

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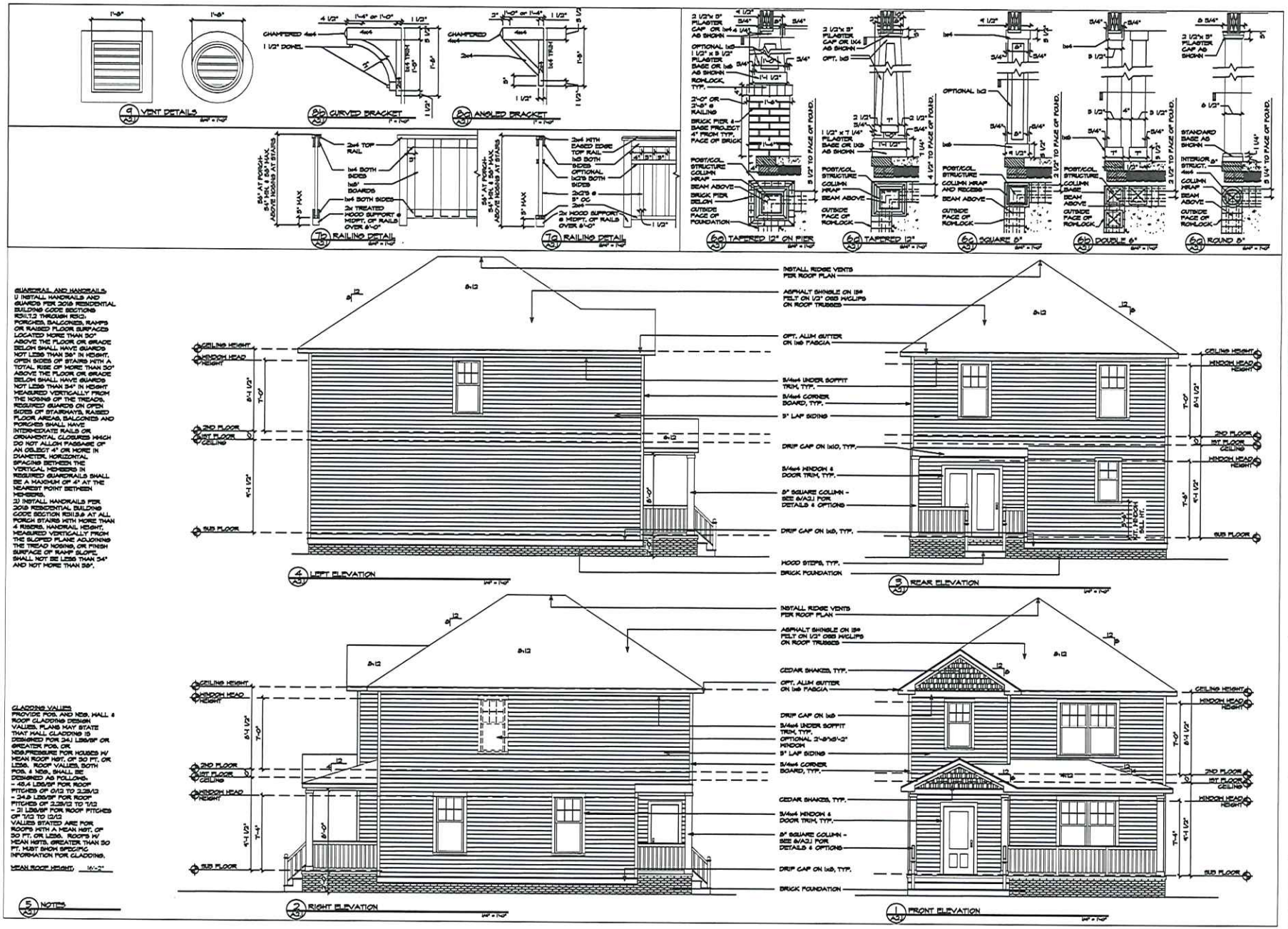
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date	12.09.21
drafter	D.A.S.
checked by	C.L.B.
proj. no.	T-21033.3
revisions	date

Floor & Roof Framing, Trusses, Sections, & Insulation Notes

A1.2



THIS PLAN IS AUTHORIZED FOR THIS ADDRESS ONLY AND IS NOT TO BE USED FOR ANY ADDITIONAL ADDRESSES WITHOUT THE PURCHASE OF ADDITIONAL LICENSES OR WRITTEN AUTHORIZATION FROM TIGHTLINES:
Single-Use License
348 Hurt Street,
Petersburg, VA.

TightLines Designs
creating great places to live
19 W. Hargett St. Suite 501 • Raleigh, NC 27601
919.834.3683 • www.tightlinesdesign.com

Fisher III

DAVID SCOTT MAURER
Lic. No. 040217072

date	12.09.21
drafter	D.A.S.
checked by	C.L.B.
proj. no.	T-21033.3
revisions	date

Elevations, Details, & Notes

A2.1

Tighlines Designs
creating great places to live
19 W. Hargett St. Suite 501 • Raleigh, NC 27601
919.834.3400 • www.tighlinesdesigns.com

THIS PLAN IS AUTHORIZED FOR THIS ADDRESS ONLY AND IS NOT TO BE USED FOR ANY ADDITIONAL ADDRESSES WITHOUT THE PURCHASE OF ADDITIONAL SETS OR WRITTEN AUTHORIZATION FROM TIGHTLINES:

Single-Use License
349 Hurt Street
Petersburg, VA.

Fisher III

date	12.09.21
drafter	D.A.S.
checked by	C.L.B.
proj. no.	1-210923
revisions	date

Foundation, Wall & Roof Framing Details

A3.1

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 districtlot 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
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 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

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

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

REASON: To present 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.

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: 10/21/2025

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:

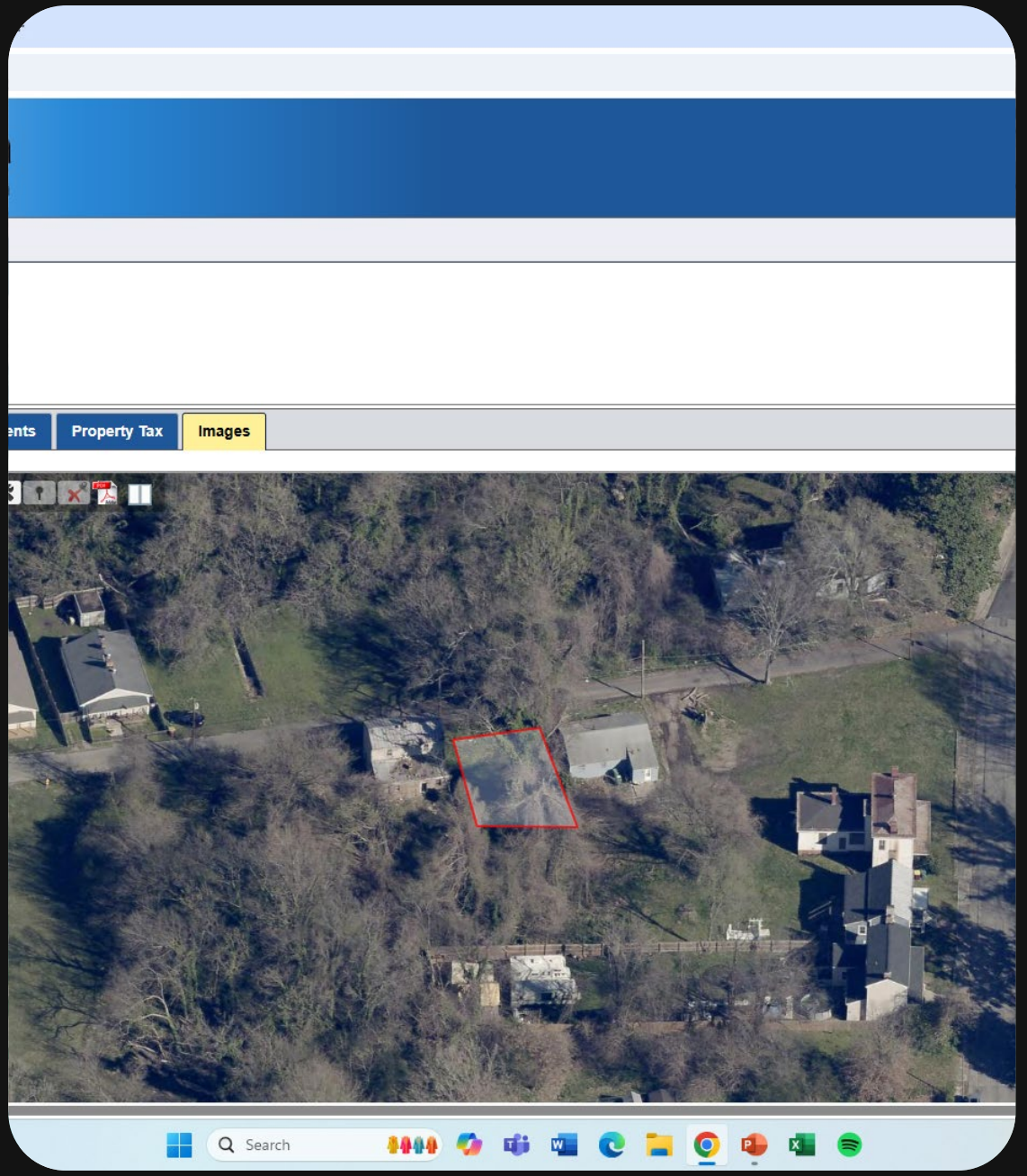
1. 126 Kentucky Ave Presentation
2. Ordinance
3. 126 Kentucky Avenue-Kai Haskett

Building Plans for 126 Kentucky Avenue, Petersburg, Virginia

Entrusted Visions LLC and Fetko Properties

Site Analysis and Location Overview

To the right inside the red rectangle is the location of 126 Kentucky avenue



Description of the Property and Neighborhood Context



Property Location

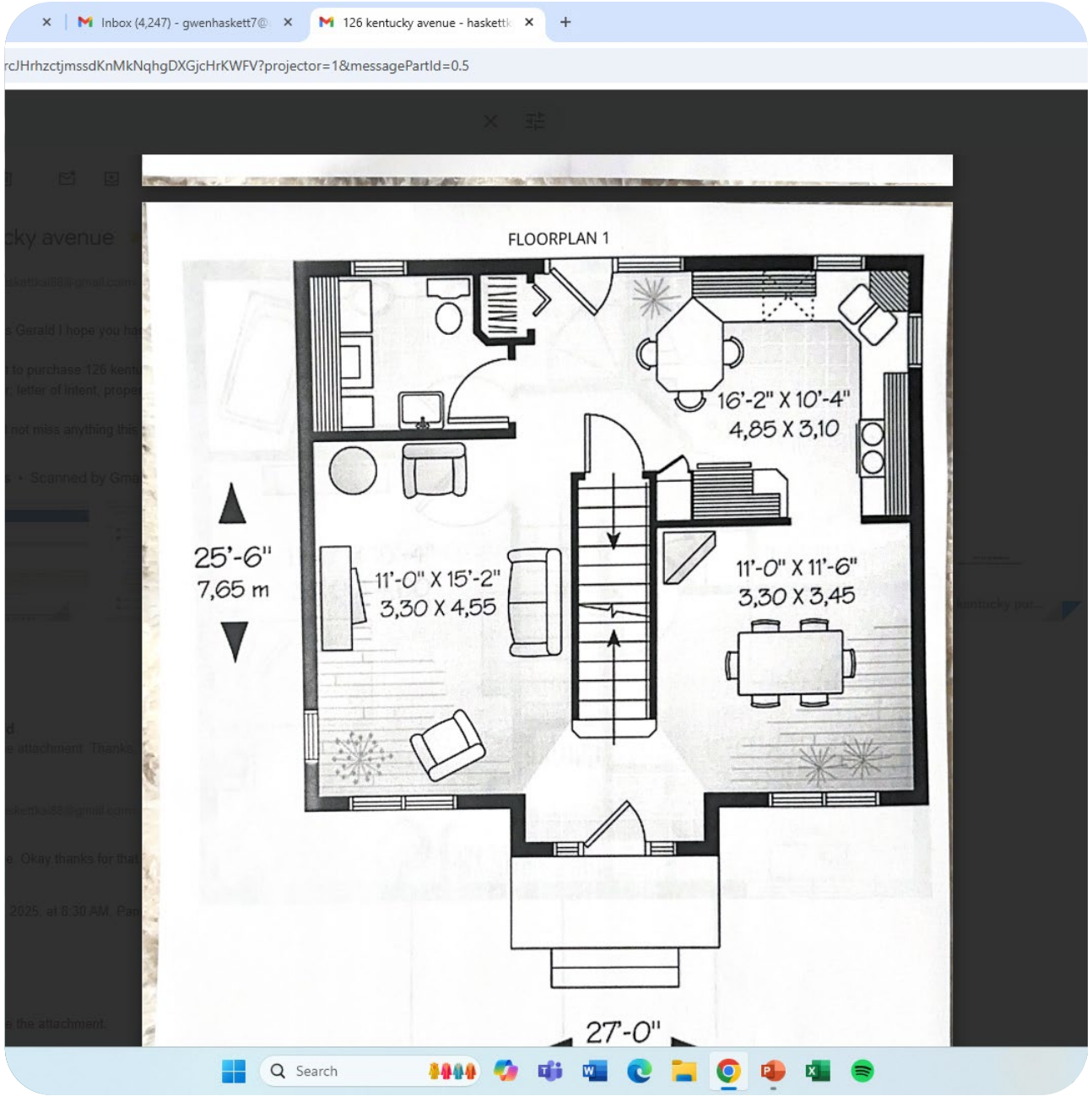
The property is located at 126 Kentucky Avenue within a Petersburg neighborhood.

Lot Size and Layout

The space is tight but since it is non-conforming we can set the house 14 ½ feet back from the street and match the surrounding lots. These variances are automatically approved as confirmed by Mr. Gorman. A beautiful 3 bed 1 ½ bath 1288 square foot home.

.

FLOOR PLAN


Inbox (4,247) - gwenhaskett7@
126 kentucky avenue - haskett
rcJHrhzctjmssdKnMkNqhgDXGjcHrKWFV?projector=1&messagePartId=0.5
FLOORPLAN 1
16'-2" X 10'-4"
4,85 X 3,10
25'-6"
7,65 m
11'-0" X 15'-2"
3,30 X 4,55
11'-0" X 11'-6"
3,30 X 3,45
27'-0"
Search

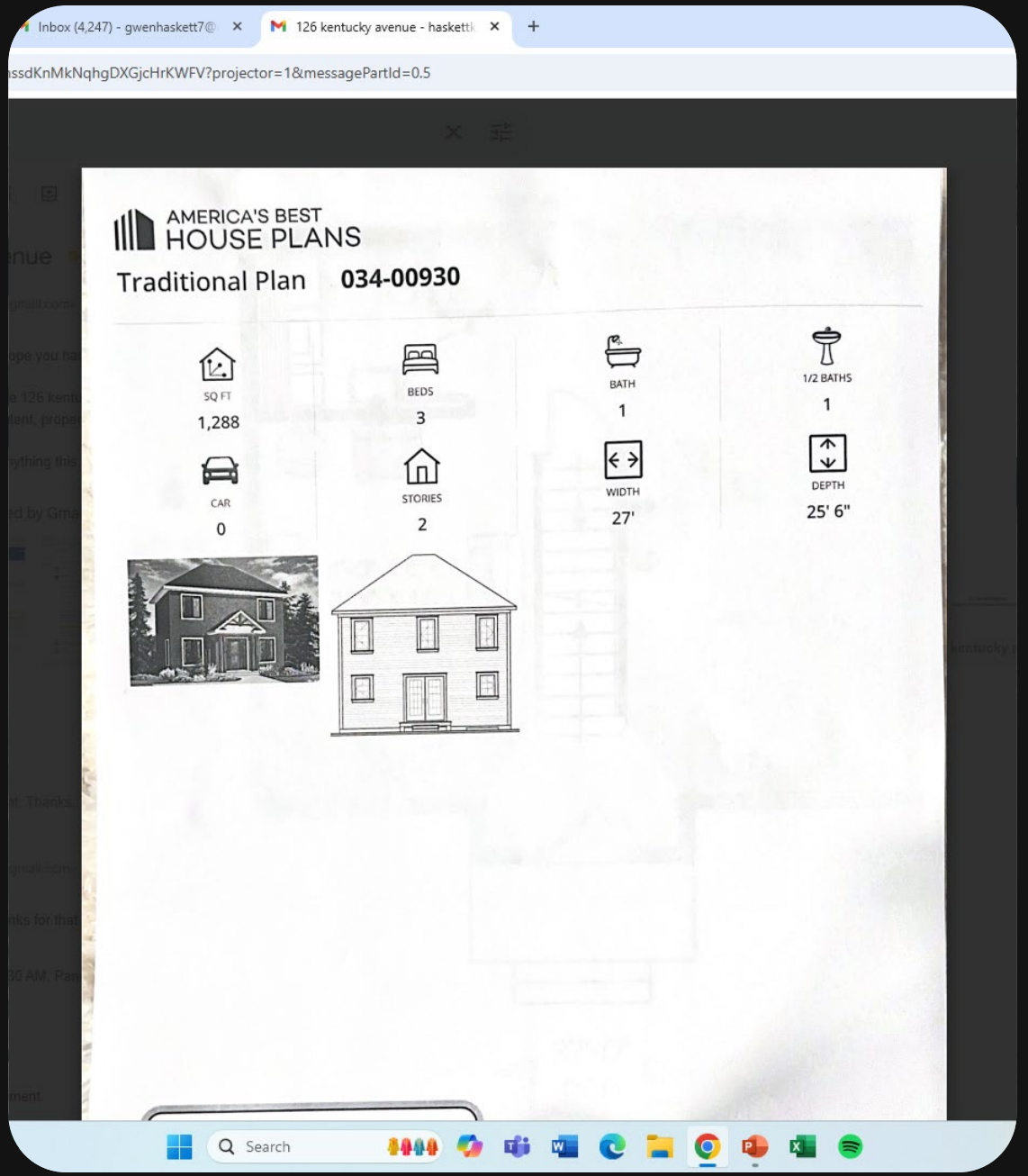
Floor Plan Development

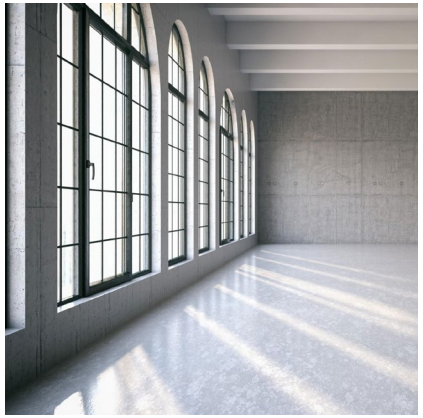
Front elevation

Budget 185-200k

Winter Custom Contracting and Salsa Contractors

75 day turn around.





Optimized Natural Light

The building design maximizes natural light to create a bright and energy-efficient environment.



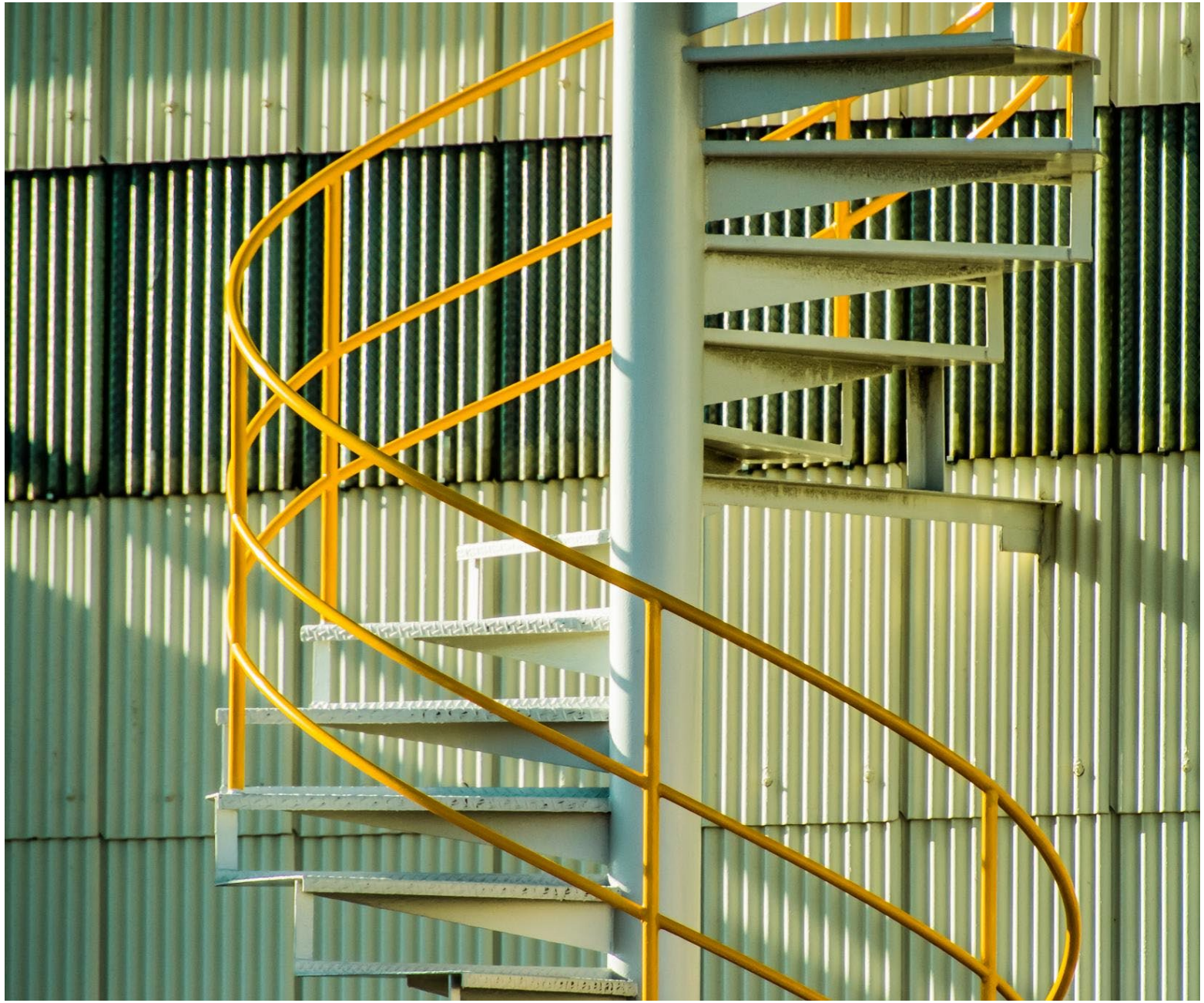
Efficient Ventilation

Strategic room placement enhances air flow, improving comfort through natural ventilation.



Thoughtful Room Arrangement

Rooms and common areas are carefully arranged to maximize usability and comfort.



Accessibility and Safety Features

Accessibility Design Elements

Incorporates ramps, elevators, and clear egress routes to meet accessibility standards for all users.

Advanced Safety Systems

Implements sophisticated safety systems to protect residents and visitors effectively.



Outdoor Spaces and Landscaping

Landscaped Gardens

Landscaped gardens create inviting recreational areas and contribute to urban biodiversity with diverse plants.

Patios for Recreation

Patios offer outdoor spaces for relaxation and social activities, enhancing urban living quality.

Green Roofs

Green roofs improve urban biodiversity and provide eco-friendly spaces atop buildings.

Construction Phasing and Project Timeline



Securing Permits

Obtaining necessary permits ensures construction complies with legal regulations and safety standards.



Detailed Engineering

Detailed engineering involves creating precise plans and specifications for all construction activities.



Contractor Selection

Selecting qualified contractors is crucial to ensure quality and timely completion of the project.

Major Construction Phases



Site Preparation

Initial phase involving clearing, excavation, and leveling to prepare the construction site properly.

Structural Framing

Building the skeleton of the structure using steel, wood, or concrete frameworks.

Finishes Installation

Applying exterior facades and interior finishes to complete the building's aesthetic and functional design.

Systems Installation

Installing electrical, plumbing, HVAC, and other essential building systems following industry best practices.



Projected Completion and Occupancy Dates

Project Completion Timeline

The project is expected to be completed within an 18-month timeframe, ensuring timely delivery.

Phased Occupancy Plan

Occupancy will happen in phases to enable a smooth transition and operational readiness.

Conclusion

Historical Context Integration

The building plan respects and integrates the historical context of Petersburg, preserving its cultural identity.

Modern Design Features

Modern design principles create functional and aesthetic spaces that meet contemporary needs.

Sustainability Focus

Sustainable practices are central to the plan, enhancing environmental responsibility and energy efficiency.

Community Enrichment

The project aims to enrich Petersburg's community fabric through thoughtful design and functionality.

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 _____ Three Thousand Four 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 many 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: _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 parities 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.

August 05, 2025

Petersburg, Virginia

Parcel: 031260039

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
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:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8107
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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 warrangiesof merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes allrisk for the inaccuracy thereof, as County of Petersburg expressly disclaims any liability for loss or damage arising from the use of said information by anythird 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.

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

1611 hare st - haskettkai88@g | Petersburg, VA - Official Websi | City of Petersburg

odecisions.com/Petersburg/

rsburg, Virginia
hical Information System

Property Sheet | Map

Ownership History | Assessments | Property Tax | Images

OF PETERSBURG
. Union St
burg, VA 23803

rban Residential Vacant
mpt 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 Pla Development at 804-733-2308.
- To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

rnacle Baptist Church

dated 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.
S (Geographic Information System), please contact the GIS Analyst at 804-451-0097 ext. 4335 or cchassey@petersburg-va.org.
d payment inquiries, please contact the Customer Care and Collections Office at 804-733-2346 or citycollector@petersburg-va.org.

rg/#Summary

Letter of buildability for 1611 h | City of Petersburg | screen shot on LG COMPUTER

https://mail/u/1/#inbox/KtbxLthlshjXkDFdRKXjbmzQcvHJLNrZXB?compose=CllgCJNqLdNffvKbktXrdvdRCVhJwVwljNrsvVSBJPdPfvPCjqSmftkCcfqmMcpHkCfxcZfxZDV

Search mail

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

Inbox ×

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

Mon

Maxwell Gorman
to me

Wed, Jul 30, 11:59 AM (1 da

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

Wed, J

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

Wed, Ju

New Message

126 Kentucky Ave - haskettkai8

ı/mail/u/1/#search/george+fetko/FMfcgzQbgcPKIlpFmGVrVCZrSSfrZFTh

george fetko

126 Kentucky Ave Inbox ×

George Fetko
to me

Fri, Aug 1, 9:11 PM (2 day

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 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 au 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 t 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

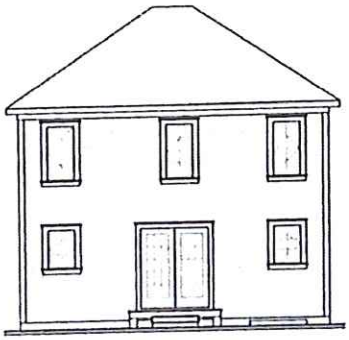
AMERICA'S BEST
HOUSE PLANS

Traditional Plan **034-00930**

SQ FT	BEDS	BATH	1/2 BATHS
1,288	3	1	1

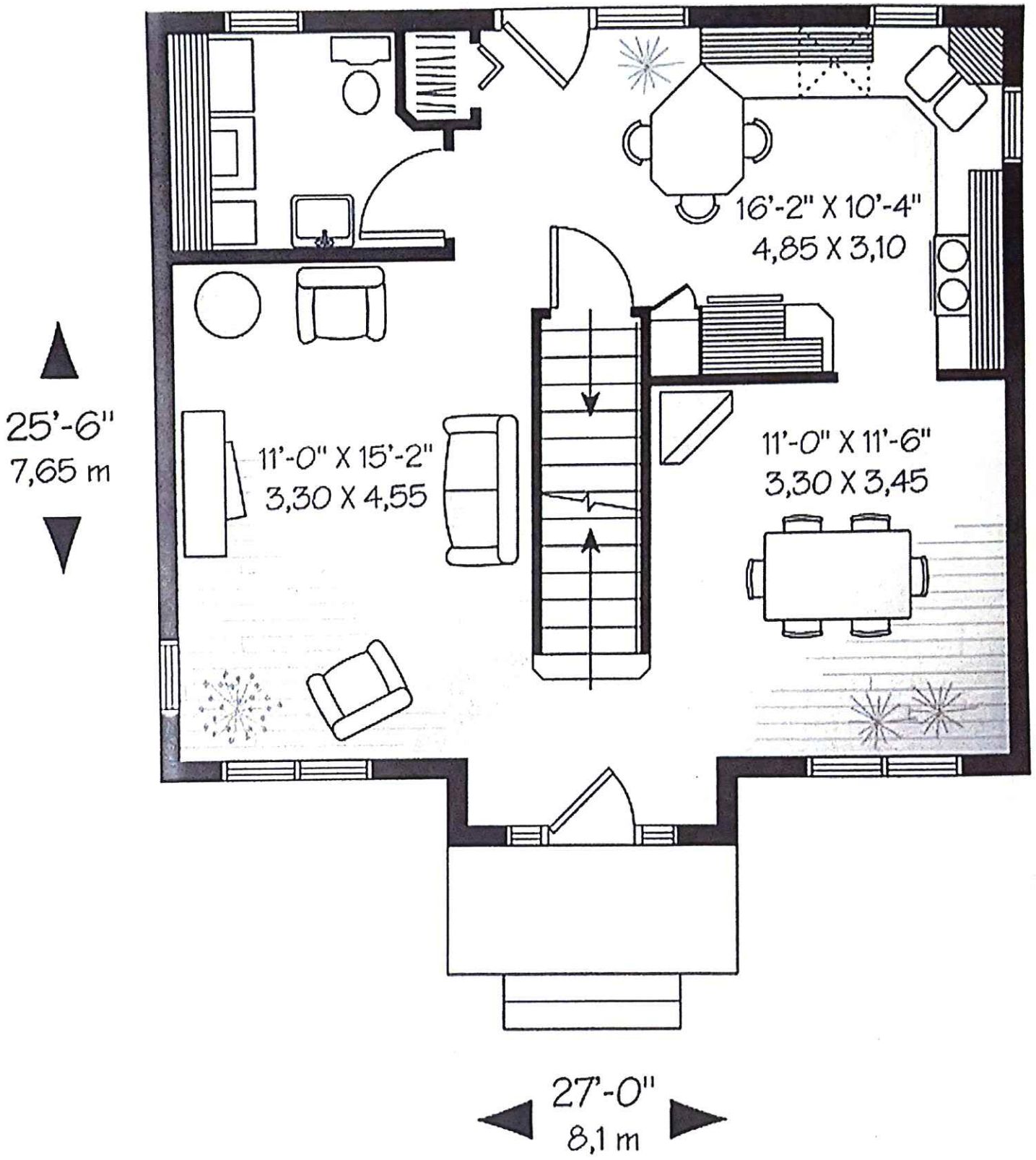
CAR	STORIES	WIDTH	DEPTH
0	2	27'	25' 6"





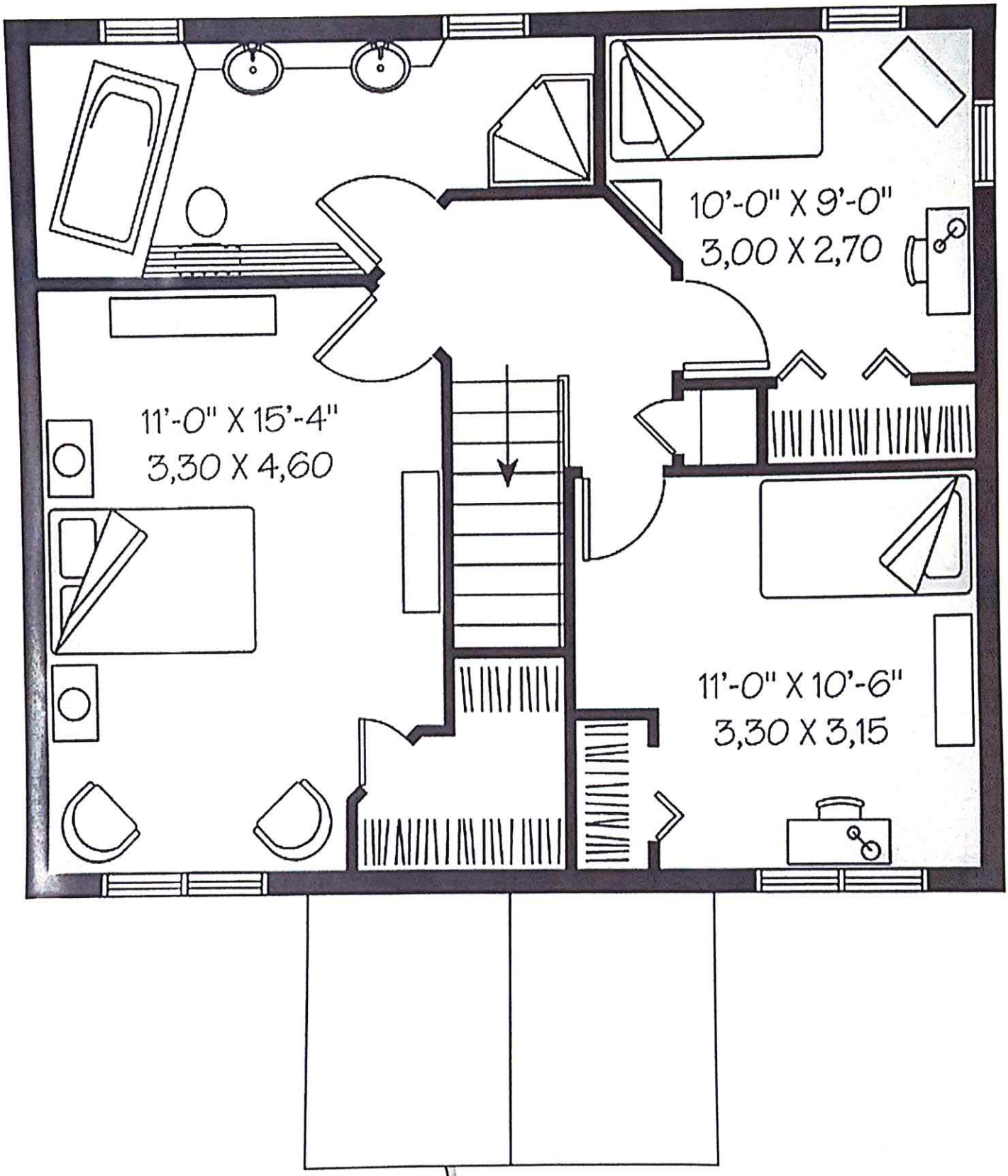
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FLOORPLAN 1



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FLOORPLAN 2



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Images copyrighted by the designer.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and ENTRUSTED VISIONS, LLC for the Development of 704 and 706 Wesley Street, Located in Petersburg, VA.**

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

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreements between the City of Petersburg and 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: 10/21/2025

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. 704 and 706 Wesley Street Presentation
2. Ordinance
3. 704 Wesley Street-Entrusted Visions, LLC Pur Agreement Pkt
4. 706 Wesley Street-Entrusted Visions, LLC Pur Agreement Pkt

704 & 706 Wesley St Petersburg Virginia

TWO BEAUTIFUL ADJACENT 3 BED 2 BATH SINGLY FAMILY HOMES.

OWNERS OF THE PROPERTY

Entrusted Visions LLC

Established in Georgia 12/13/2019 and Qualified to do business in Virginia 7/09/2021

Owner Kai Haskett, from Petersburg Virginia

Rental Property holder as well.

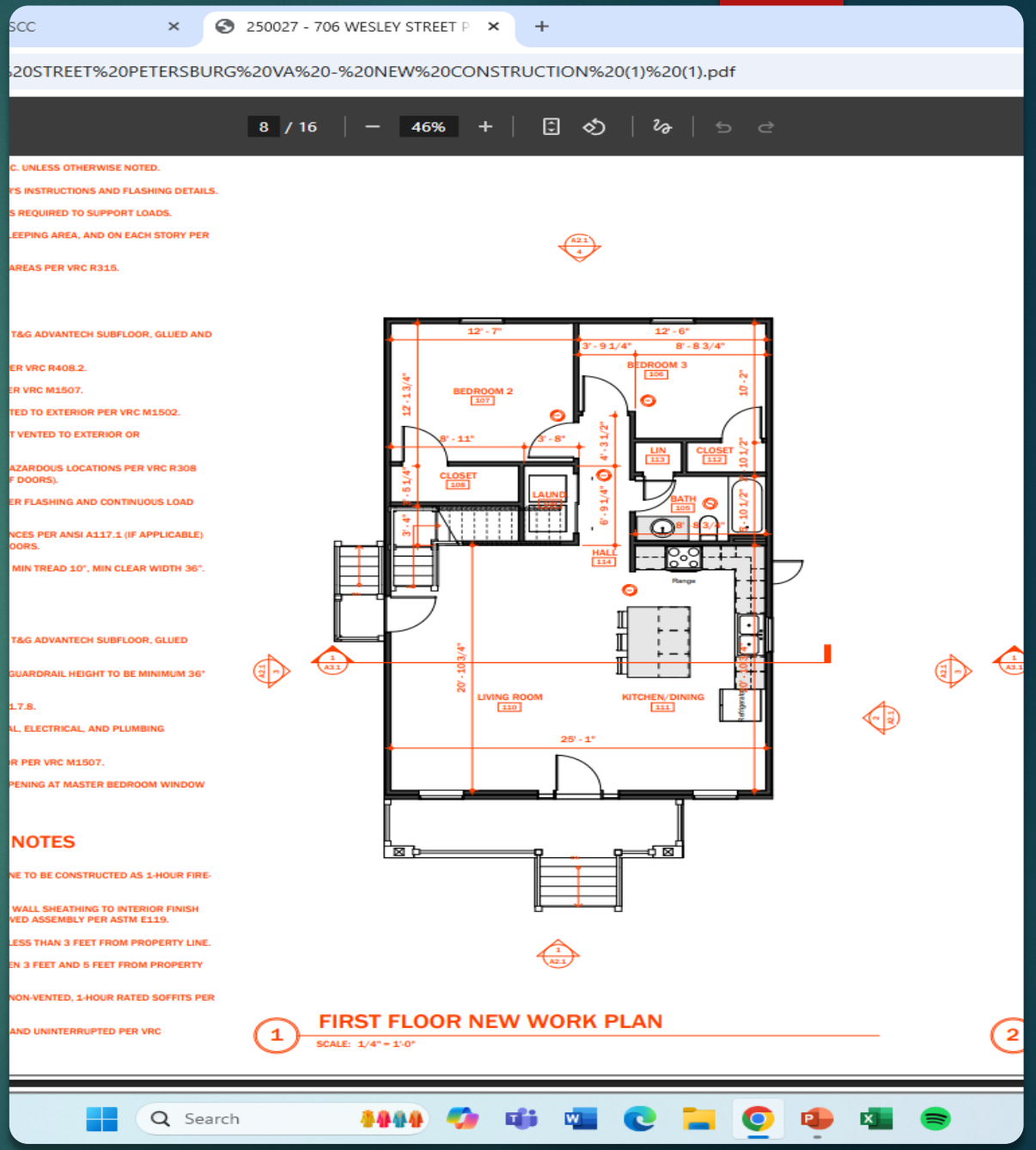
Fetko Properties

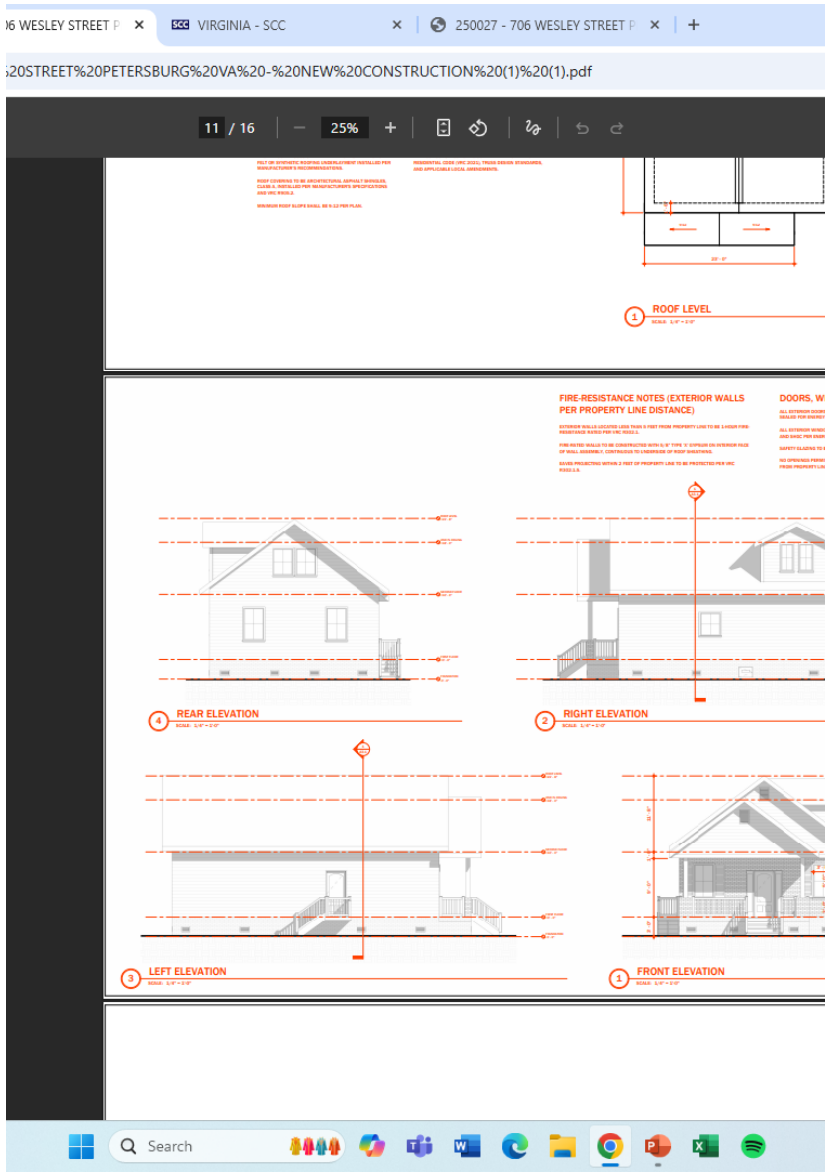
- Established in Virginia 5/12/2011
- Does a lot of work in Hopewell and Prince George area.
- Rental Property holder as well

AIR VIEW

3 BED 2 BATH WITH A BATHROOM INCLUDED IN THE MAIN SUITE

STANDARD SIZE KITCHEN WITH A MODERN OPEN LAYOUT LIVING ROOM.

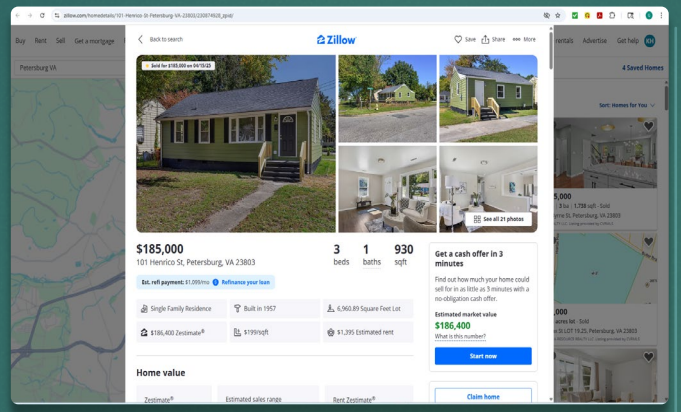


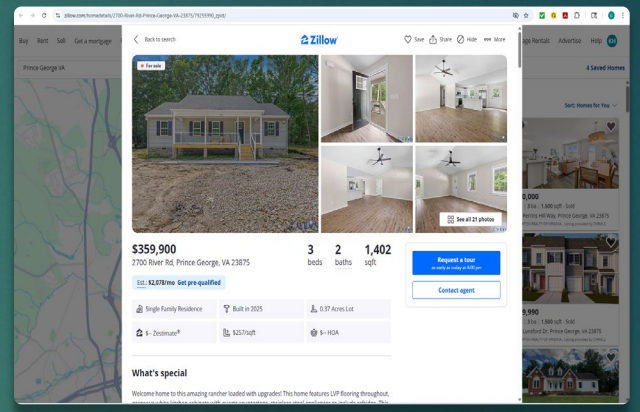


Front Elevation View

Front view of property with dimensions.

More information about the project and previous projects completed.





Contractor

Winter Custom Contracting.

101 Henrico st Petersburg Va

2700 river rd prince George virginia

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 Visions, 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 wesley Pl 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 many 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

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: Endwise

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

PURCAHSER: _____ Entwined Visions LLC
2936 Briarwood Rd
Petersburg VA

COPY TO: Kai 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 parities 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
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	704 WESLEY ST Petersburg , VA
Legal Acreage:	.049
Legal Description:	25 X 85
Subdivision:	Harris
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8106
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

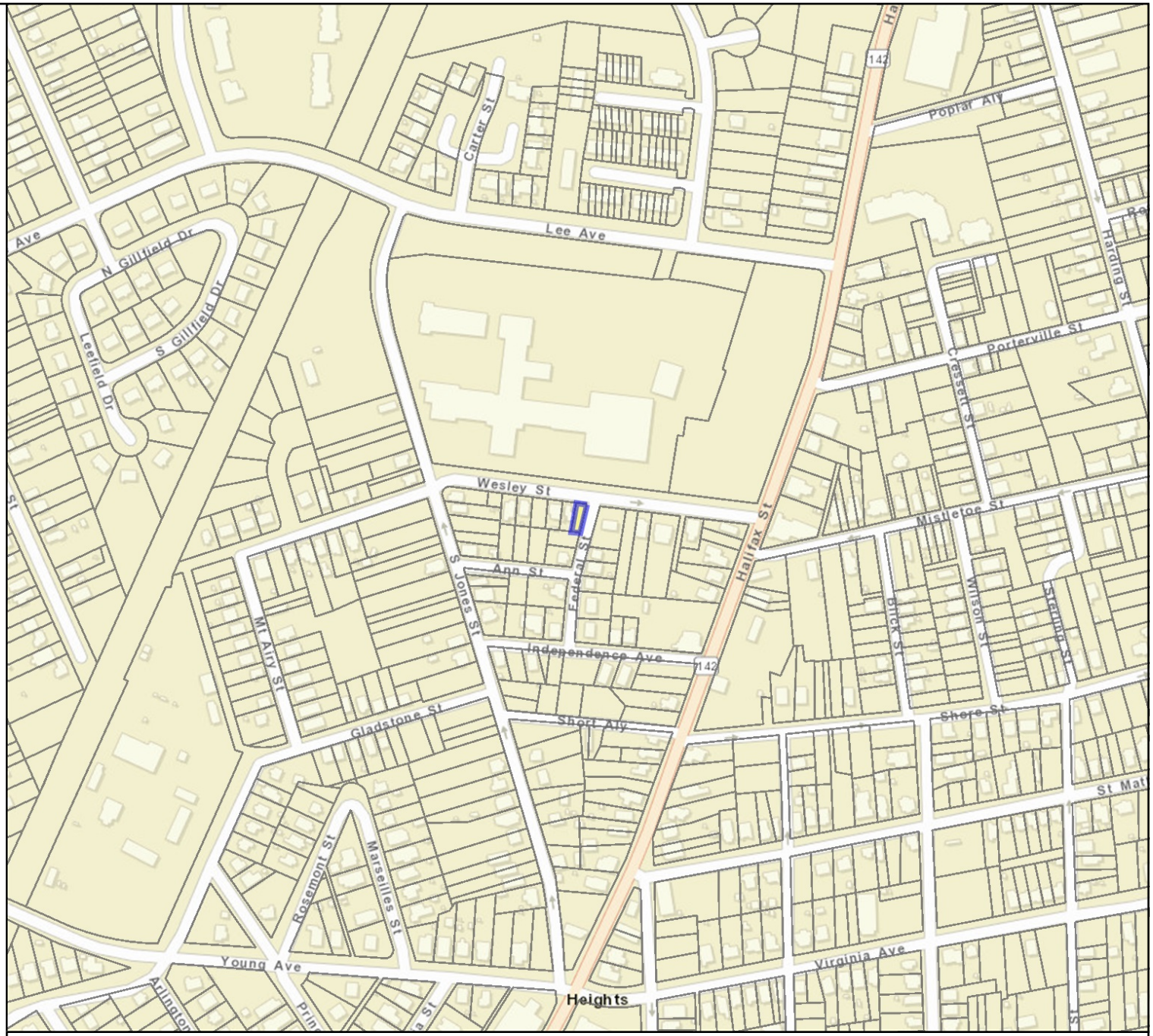
Property Tax (Coming Soon)

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

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

I

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

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

Wehave 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 beissued.

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.: 03018000S

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 6/17/2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Emmanuel Nsiah, 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 Walnut St, Tax Map Number: 03018000S 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 many 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: Eric Lee _____ Kai Haskell
2936 Briarwood Rd
Petersburg VA

COPY TO: _____ Kai Haskell
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 parities 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: Entrusia

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
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	706 WESLEY ST Petersburg , VA
Legal Acreage:	.07
Legal Description:	37.6-19 X 81
Subdivision:	Harris
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8106
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

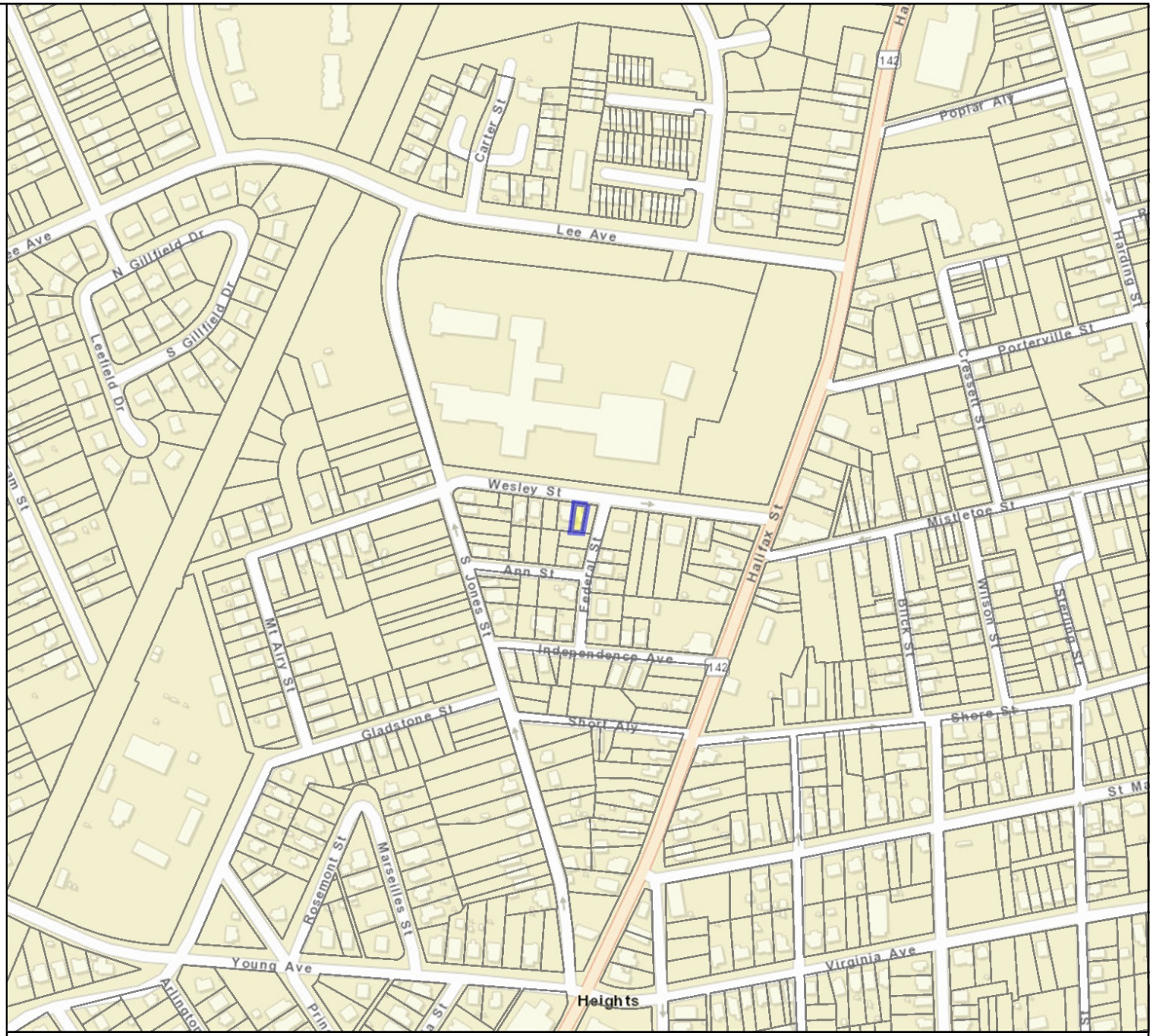
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Parcel #: 030180005 **Date: 6/16/2025**

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

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

I

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

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

Wehave 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 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ANTHONY JACKSON for the Development of 724 Harding Street, Located in Petersburg, VA**

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

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and 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: 10/21/2025

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,



Anthony Jackson

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $ 9,600

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 many 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.

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 parities 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: _____, 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
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	724 HARDING ST Petersburg , VA
Legal Acreage:	.212
Legal Description:	42X220
Subdivision:	Budd
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8107
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

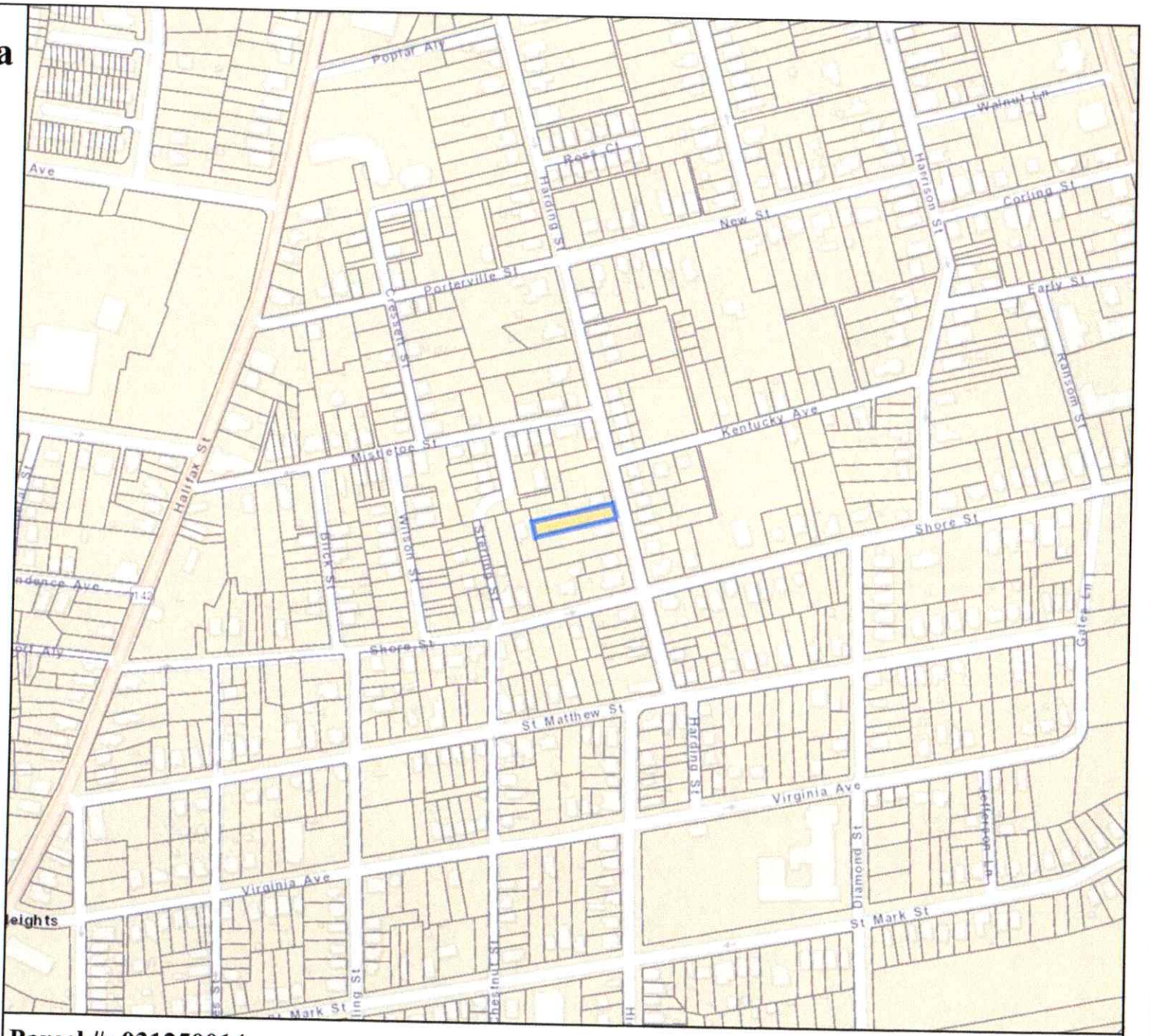
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

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.

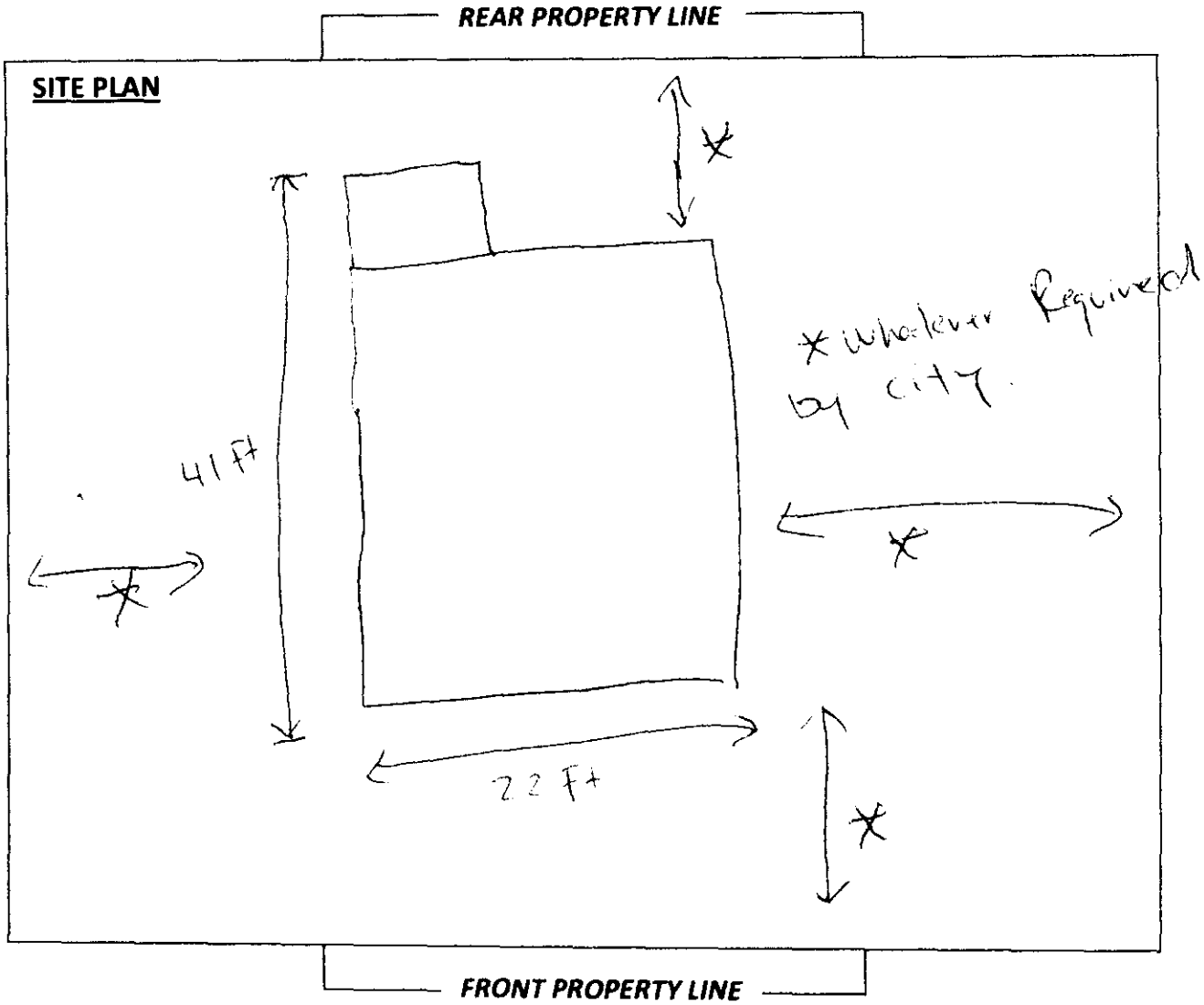
The lot is considered non-conforming, however a single-family dwelling may be built on non-conforming lots. All setbacks must be met. Off-street parking must be provided.

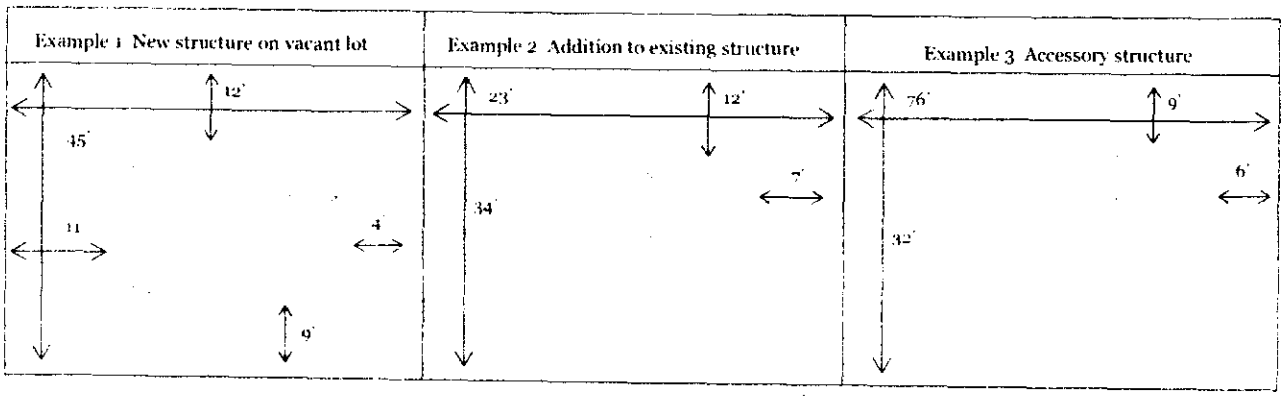
Maxwell Gorman
Zoning Administrator

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





VIRGINIA Credit Union.

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 NSFs
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:		$2,180.70	$131,202.81	$261,596.79		0

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 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

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

PURPOSE: Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and NEW TOWN STATION LLC for the development of 321 Witten Street, located in Petersburg, VA.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and 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: 10/21/2025

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. 321 Witten Street Presentation

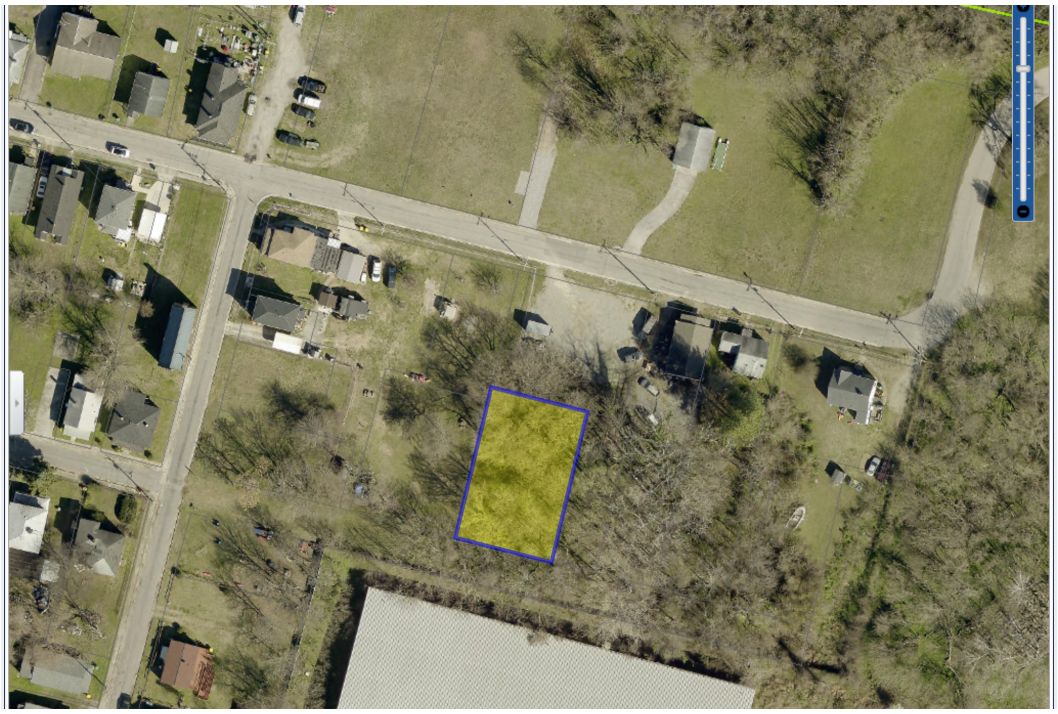
2. Ordinance
3. 321 Witten Street-New Town Station LLC

Proposal Presentation for Public Hearing

City of Petersburg – October 21, 2025

Presented by: New Town Station LLC | Banks Dupree

Parcel ID: 007030019 Address: 321 Witten Street



321 Witten St

Introduction

Good evening Members of Council and City Staff,

My name is Banks Dupree, and I represent New Town Station LLC, owners of the property located at 324 Rolfe Street, which sits directly in front of the City-owned parcel I'm seeking to purchase.

I want to thank you for the opportunity to move forward in this process and for allowing me to present tonight. My goal is simple: to bring care, value, and improvement to this small piece of property so it benefits both our neighborhood and the City of Petersburg.

Background

The parcel under consideration is currently a vacant, over grown wooded lot, on an unimproved non paved section of Witten St. Because my property sits directly adjacent to it, I believe I'm in the best position to assume responsibility for its upkeep.

Purchasing and maintaining this land will ensure it’s no longer idle, overgrown, or neglected, and instead becomes part of a clean, managed area at no cost to the City.

Purpose of the Purchase

My intention is to consolidate the two adjoining parcels under one ownership so that the land can be properly maintained and improved. By doing this, I can:

- Keep the lot clean, mowed, and visually appealing year-round.
- Possible lot line adjustments with access easement to make the lot a buildable Single Family Residence lot.



- Support the City by turning a non-taxable parcel into a revenue-generating property.

This sale is a shared win — the City reduces maintenance responsibilities with gained revenue while the community gains a cleaner, more unified space.

Benefits to the City of Petersburg

• Tax Revenue – Once sold, the parcel will generate annual tax income for the City instead of sitting unused.

• Cost Savings – Ongoing maintenance and liability will shift from the City to private ownership.

• Beautification – The area will be consistently maintained and improved at no public cost.

• Neighborhood Value – The property will become part of a well-cared-for site, contributing to the stability and positive image of the surrounding area.

• Community Partnership – This sale reflects a shared commitment between the City and local residents to enhance Petersburg's neighborhoods through responsible ownership.

Closing Statement

I truly appreciate the City's consideration and the opportunity to be part of Petersburg's continued improvement.

New Town Station LLC is proud to invest in this community and to ensure this property becomes an asset — not a burden — for both the City and its residents.

I look forward to maintaining it responsibly and continuing to contribute to Petersburg's positive growth.

Warm regards,

Banks Dupree
New Town Station LLC
Date: October 10, 2025

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, NewTown station 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 Pocahontas Plat 61 x 108 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 many 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: 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 parities 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 LLC.

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

July 29, 2025

Petersburg, Virginia

Parcel: 007030019

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-2
Property Address	321 WITTEN ST Petersburg , VA
Legal Acreage:	.147
Legal Description:	PT OF LOT 32 POCAHONTAS PLAT 61 X 105
Subdivision:	Pocahontas
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	Pocahontas Island
Enterprise Zone:	Yes
Opportunity Zone:	51730811300
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Union Train Station
Primary Service Area:	
Census Tract:	8101
Elementary School:	Lakemont
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
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

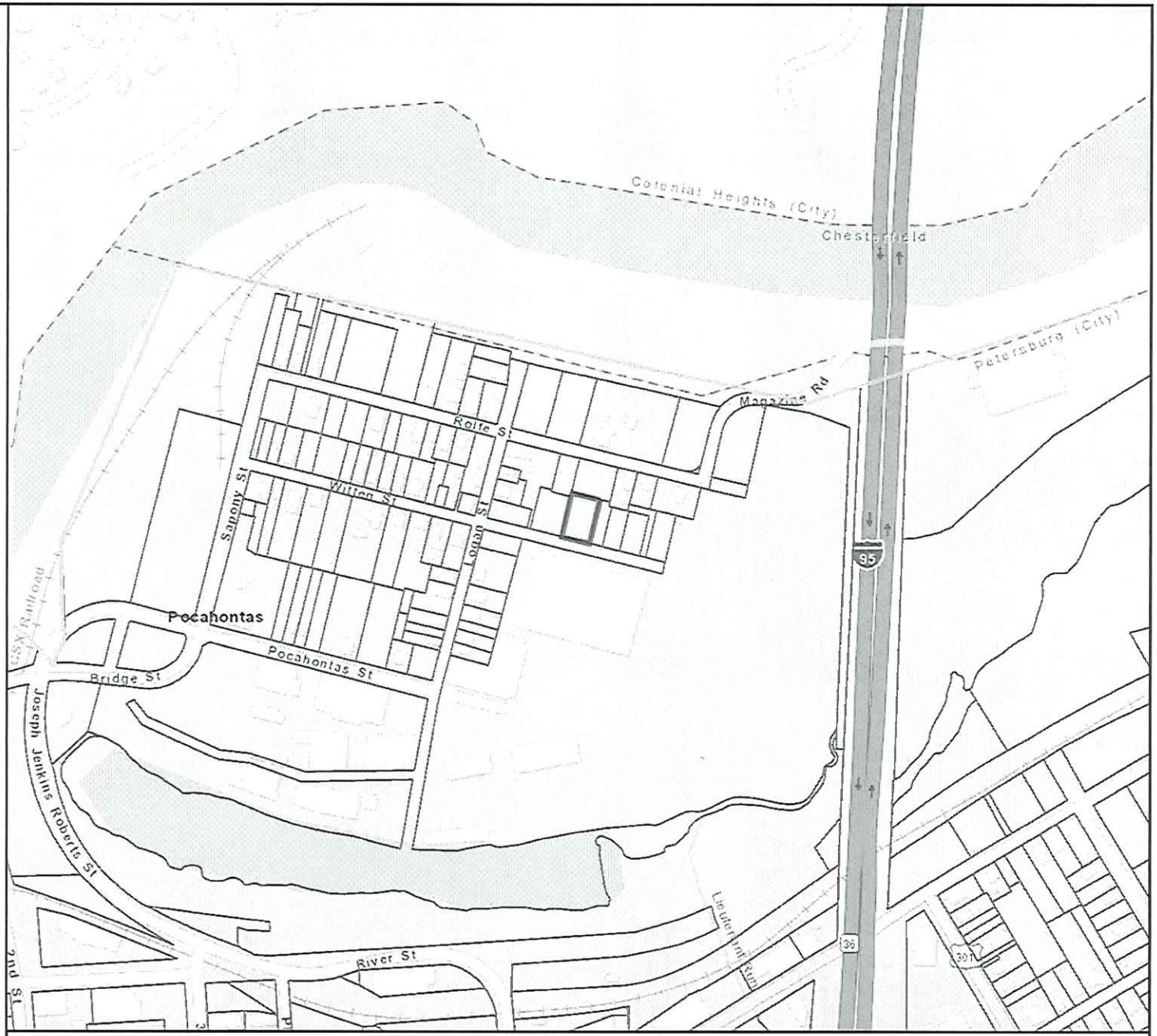
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Parcel #: 007030019

Date: 7/29/2025

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

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

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/k/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,

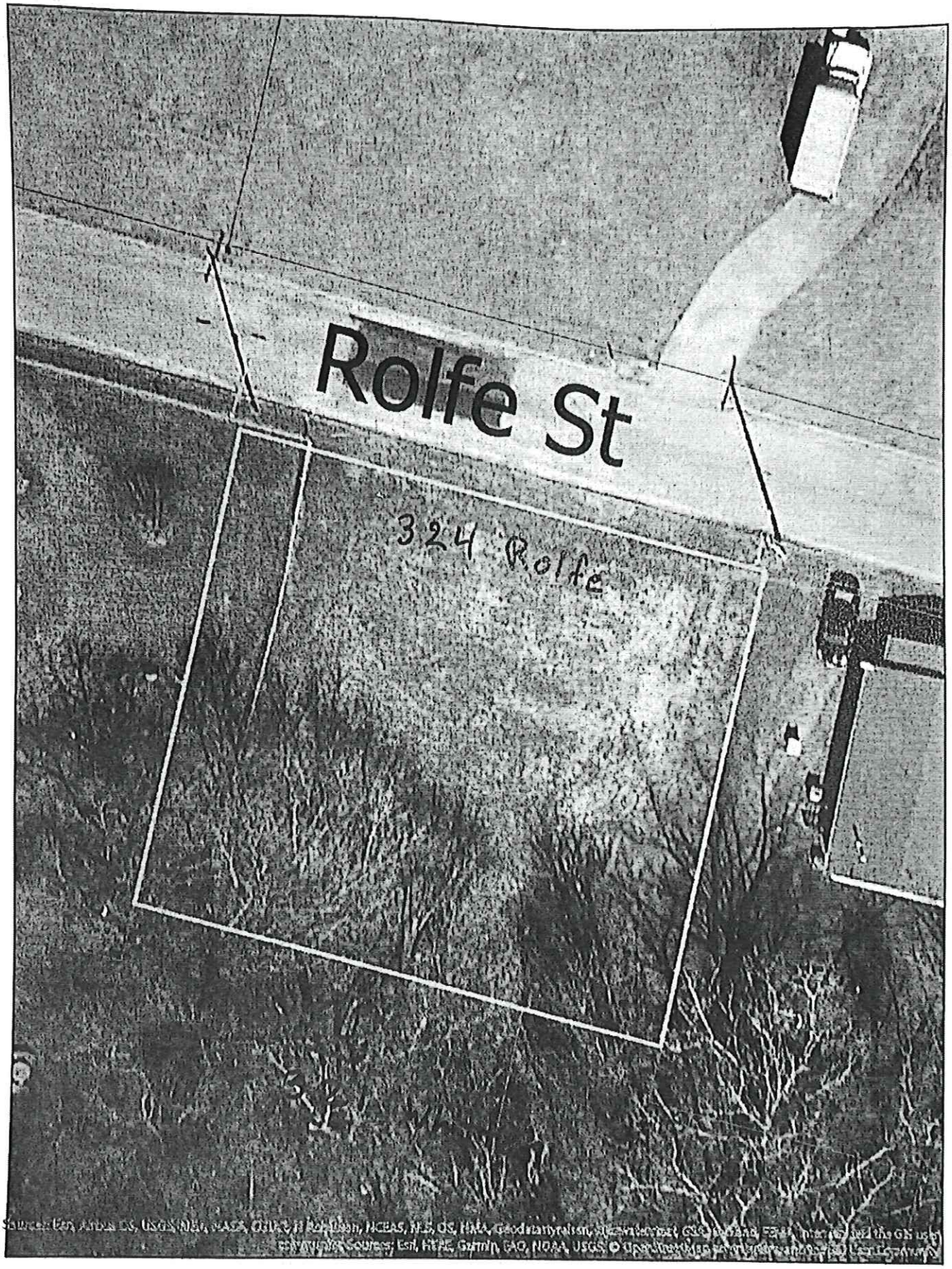
The title search to the property has been brought current to the time of recordation.

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 Purchasers)/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.


Rolfe St
324 Rolfe

Mail body:



GENERAL CONTRACTOR NOTES:

1.)PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, THE PLANS, INCLUDING ALL NOTES, THE CITY STANDARD DETAILS AND SPECIFICATIONS AND ANY OTHER APPLICABLE STANDARDS OR SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THE WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.

2.)THE CONTRACTOR SHALL HAVE IN HIS POSSESSION, PRIOR TO CONSTRUCTION, ALL NECESSARY PERMITS, LICENSES, ETC. THE CONTRACTOR SHALL HAVE AT LEAST ONE SET OF SET OF APPROVED PLANS AND SPECIFICATIONS ON-SITE AT ALL TIMES. THE CONTRACTOR SHALL NOTIFY CITY BUILDINGS OFFICIALS AND/ OR DEPARTMENT 24 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK.

3.)CONSTRUCTION INSPECTION MAY BE PERFORMED BY REPRESENTATIVES OF THE OWNER, ENGINEER, CITY, GEOTECHNICAL ENGINEER AND REVIEWING AUTHORITIES AND AGENCIES. UNRESTRICTED ACCESS SHALL BE PROVIDED TO THEM DURING NORMAL WORKING HOURS. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING AND SCHEDULING REQUIRED INSPECTIONS.

4.)ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE DEFINED WORK AREA WILL BE ALLOWED, UNLESS SPECIFICALLY NOTED ON THE PLANS. ANY DAMAGE RESULTING THEREFROM SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR.

5.)IT WILL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT ALL EXISTING PUBLIC AND PRIVATE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED TO THEIR FACILITIES.

6.)THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE REQUIRED CONSTRUCTION SKILL NECESSARY TO COMPLETE THE CONSTRUCTION IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

7.)THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY BARRICADING AND ALL OTHER WARNING AND SAFETY DEVICES TO PROTECT THE PUBLIC SAFETY AND HEATH UNTIL ALL WORK HAS BEEN COMPLETED AND ACCEPTED.

8.)IF ANY UNFORESEEN PROBLEMS OR CONFLICTS ARE ENCOUNTERED IN THE COURSE OF CONSTRUCTION, FOR WHICH AN IMMEDIATE SOLUTION IS NOT APPARENT, THE ENGINEER AND OWNER SHALL BE NOTIFIED.

9.)THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES THAT ARE LOCATED WITHIN THE BOUNDARIES OF THIS PROJECT, UNLESS OTHERWISE NOTED ON THE PLANS.

10.)GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF OTHER TRADES (MECH'L, ELECT'L, ETC.) PRIOR TO FABRICATION AND INSTALLATION.

11.)GENERAL CONTRACTOR TO BE RESPONSIBLE FOR COORDINATION OF ARCHITECTURAL AND STRUCTURAL DRAWINGS PRIOR TO FABRICATION, FORMING, OR PLACEMENT OF MATERIALS. GENERAL CONTRACTOR SHALL REPORT DISCREPANCIES IMMEDIATELY TO ARCHITECT AND SHALL PROCEED WITH CONSTRUCTION ONLY AFTER DISCREPANCY HAS BEEN RESOLVED.

GENERAL FRAMING NOTES:

1.)STRUCTURE WAS DESIGNED IN ACCORDANCE TO THE 2021 INTERNATIONAL RESIDENTIAL CODE

2.)ALL JOISTS AND RAFTERS SHALL BE ALIGNED OVER STUDS BELOW.

3.)ALL EXTERIOR CORNERS (INSIDE AND OUT) SHALL BE BRACED AS REQUIRED. SPECIAL CITY WIND STRENGTH ORDINANCES MAY APPLY

4.)EXTERIOR WALLS 2 X 4 OR 2 X 6 STUD FRAMING WITH VENEERS AS SELECTED, EXCEPT WHERE SHOWN AS 6" WALL FOR PLUMBING SUPPLY AND VENTS.

5.)INTERIOR WALLS 2" X 4" STUD WITH SHEETROCK FACE, EXCEPT WHERE SHOWN AS 6" WALL FOR PLUMBING SUPPLY AND VENTS, AND FOR WALLS 10' IN HEIGHT OR GREATER.

6.)UNLESS SPECIFICALLY NOTED OTHERWISE, FRAMING LUMBER SHALL BE no. 2 OR BETTER SOUTHERN PINE WITH A MODULUS OF ELASTICITY OF 1,600,000 PSI. INTERIOR WALL STUDS MAY BE NO. 2 OR BETTER DOUGLAS FIR OR S. PINE, OR NO.2 OR BETTER SPF.

7.)WOOD ROOF AND FLOOR TRUSSES IF USED SHALL BE FABRICATED, HANDLED, AND ERECTED IN ACCORDANCE WITH TRUSS PLATE INSTITUTE STANDARDS AND IBC STANDARDS. TRUSS DESIGN DRAWINGS SEALED BY A REGISTERED PROFESSIONAL ENGINEER SHALL BE PROVIDED TO THE OWNER PRIOR TO ERECTION OF THE TRUSSES. THE TRUSS WEBS AND BOTTOM CHORDS SHALL HAVE THEIR INDIVIDUAL 2" THICK COMPONENTS GLUED TOGETHER AS WELL AS NAILED PER THE TRUSS PLATE PATTERN. TRUSS MEMBERS SHALL ALL BE MINIMUM 2X4 NO.2 OR BETTER.

8.) COORDINATE AND ADJUST, AS NECESSARY, THE TYPICAL FRAMING MEMBER SPACING WITH LIGHTING AND ELECTRICAL LOCATIONS SHOWN.

9.)WHEN TWO ROOFS INTERSECT WITH DIFFERENT ROOF PITCHES, BLOCK OF STUD WALLS TO ALIGN FASCIA.

10.)WOOD CONNECTIONS TO BE SIMPSON TIES OR EQUIVALENT.

11.)ALL STRUCTURAL STEEL SHALL BE A36 EXCEPT TS SHAPES SHALL BE A500 GR. B. STEEL JOISTS AND JOIST GIRDERS SHALL MEET ALL SPECIFICATIONS OF THE LATEST S.J.I. EDITION. FY=50 KSI. ALL BOLTED CONNECTIONS SHALL USE A325 BOLTS UNLESS NOTED OTHERWISE. ALL WELDS SHALL BE MADE USING E70 ELECTRODES. HEADED STUDS SHALL BE NELSON OR BETTER. TEMPORARY CONSTRUCTION BRACING OF THE STRUCTURAL STEEL FRAME SHALL REMAIN IN PLACE UNTIL AFTER THE FLO AND ROOF DECK ATTACHMENTS HAVE BEEN COMPLETED AND ALL PERMANENT BRACING HAS BEEN INSTALLED.

GENERAL FRAMING NOTES

GENERAL CONCRETE NOTES

1.) FOUNDATION SLAB TO INCLUDE 4-INCH BASE OF CLEAN GRADED SAND, GRAVEL, OR CRUSHED STONE FOR CAPILLARY BREAK

2.) INSTALL 10 MIL VAPOR BARRIER OVER BASE COURSE, OVERLAP JOINTS BY 6 INCHES, AND SEAL/TAPE JOINTS

3.) PLACE 6 MIL VAPOR RETARDER BETWEEN CONCRETE SLAB AND BASE COURSE, EXTEND TO FOUNDATION WALLS, OVERLAP JOINTS

2.)CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. REINFORCING STEEL SHALL BE ASTM A615 GRADE 60. LAP ALL REINFORCING SPLICES 24" UNLESS NOTED OTHERWISE. PROVIDE 2'-0" X 2'-0" CORNER BARS TO MATCH AND LAP HORIZONTAL REINFORCEMENT AT ALL GRADE BEAM AND WALL INTERSECTIONS. 30 BAR DIA. LAP MINIMUM. ALL REINFORCEMENT SHALL BE DETAILED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL.

3.)CONTRACTOR SHALL COORDINATE ALL PENETRATIONS, CONDUIT, CHAMFERS AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT. WELDED WIRE FABRIC AND WIRE SHALL BE LAPPED THE SPACING OF THE CROSS WIRES PLUS 2".

VICINITY MAP

CITY ADOPTED BUILDING CODE

2021 International Building Code
2021 International Residential Code
2021 International Plumbing Code
2021 International Mechanical Code
2021 International Fuel Gas Code
2021 International Green Construction Code (Optional)
2021 International Energy Conservation Code (Optional)
2021 International Existing Building Code
2021 International Electric Code

HOUSE PLANS

INDEX OF DRAWINGS

SHEET#	SHEET NAME
	ARCHITECTURAL
AR-01	COVER SHEET
AR-02	HOUSE PLANNING
AR-03	MAIN FLOOR PLAN
AR-04	SECOND FLOOR PLAN
AR-05	FRONT & REAR ELEVATIONS
AR-06	RIGHT & LEFT SIDE ELEVATIONS
AR-07	
AR-08	
AR-09	
AR-10	
AR-11	
AR-12	
AR-13	
AR-14	
AR-15	
AR-16	

PROJECT NAME:

-

PROJECT ADDRESS:

-

CONSULTANTS:

AS ARCHITECTS

No.	Description	Date

CLIENT:

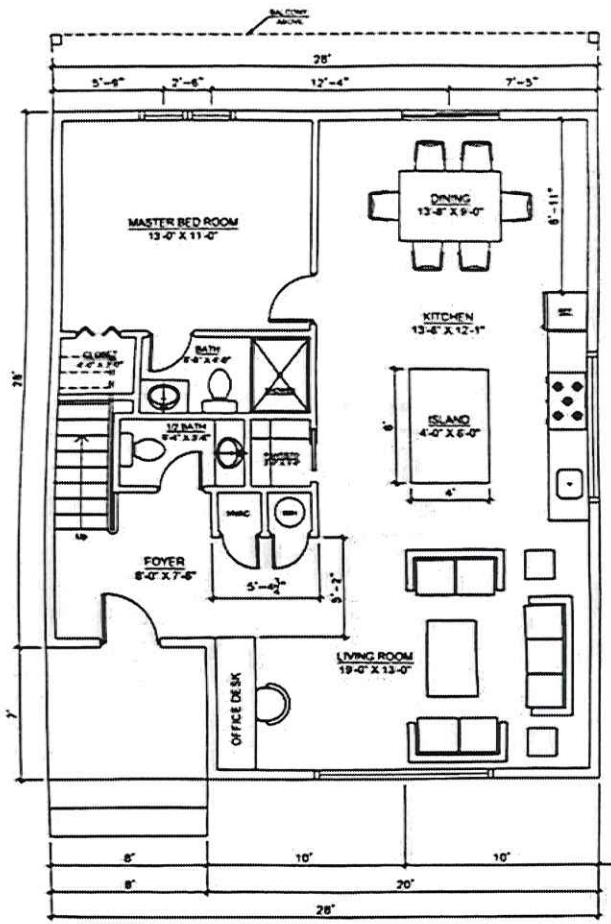
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COVER SHEET

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Drawn by	ADIL
Checked by	AS

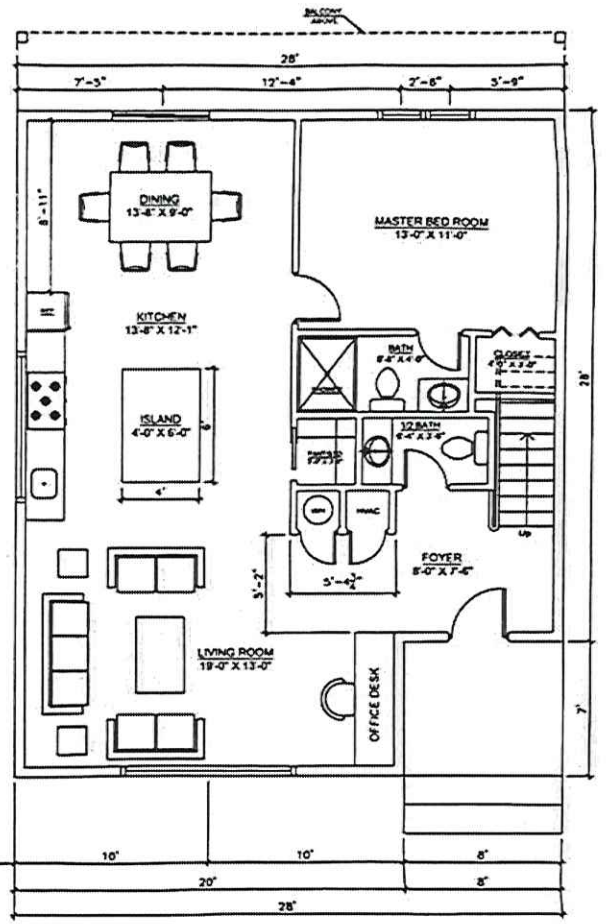
SHEET # - 01

Scale: ¼" = 1'-0"



MAIN FLOOR PLAN

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



MAIN FLOOR PLAN

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

PROJECT NAME:

PROJECT ADDRESS:

CONSULTANTS:

AS ARCHITECTS

No.	Description	Date

CLIENT:

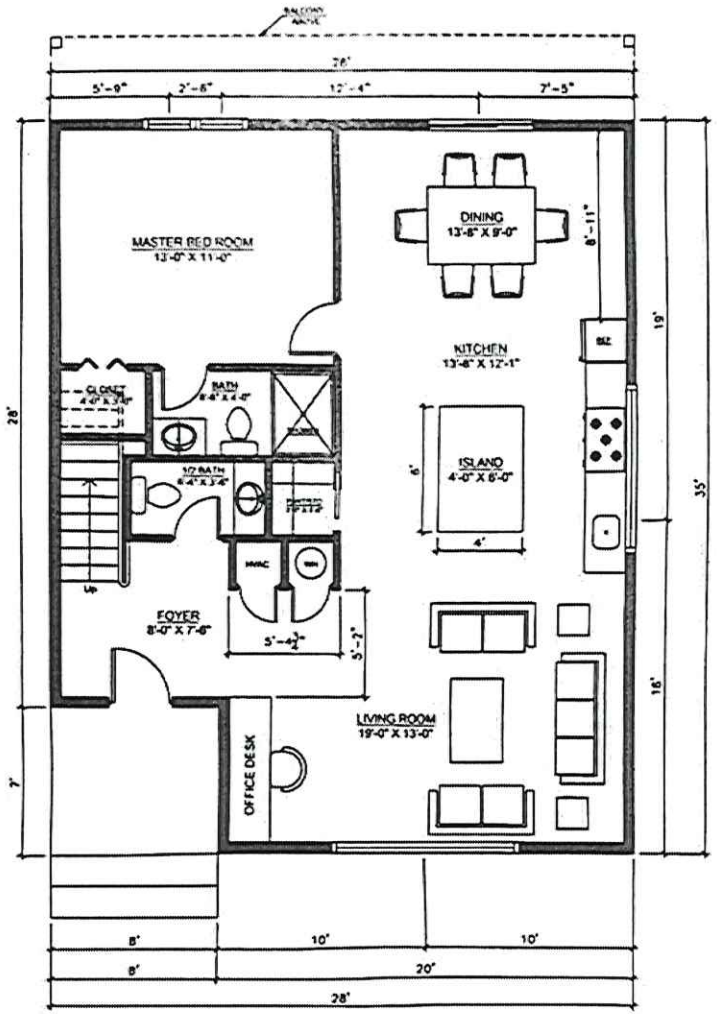
SHEET TITLE:

HOUSE PLANNING

Date	01/07/2025
Drawn by	ADIL
Checked by	AS

SHEET # - 02

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



MAIN FLOOR PLAN

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

PROJECT NAME:

-

PROJECT ADDRESS:

-

CONSULTANTS:

AS ARCHITECTS

No.	Description	Date

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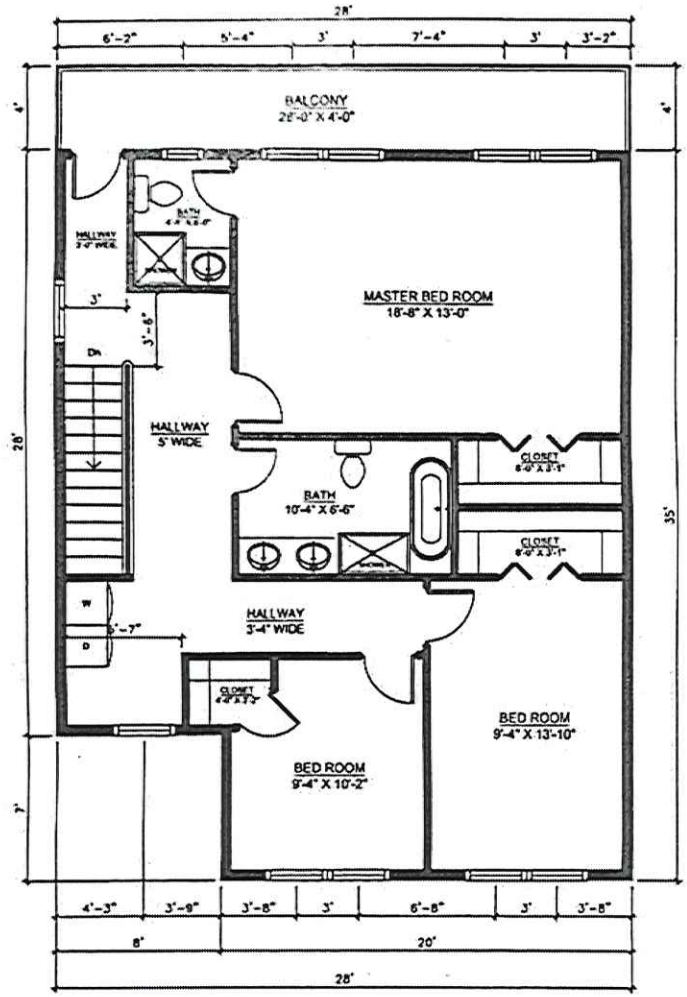
SHEET TITLE:

MAIN FLOOR PLAN

Date	01/07/2025
Drawn by	ADIL
Checked by	AS

SHEET # - 03

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



SECOND FLOOR PLAN

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

PROJECT NAME:

-

PROJECT ADDRESS:

-

CONSULTANTS:

AS ARCHITECTS

No.	Description	Date

CLIENT:

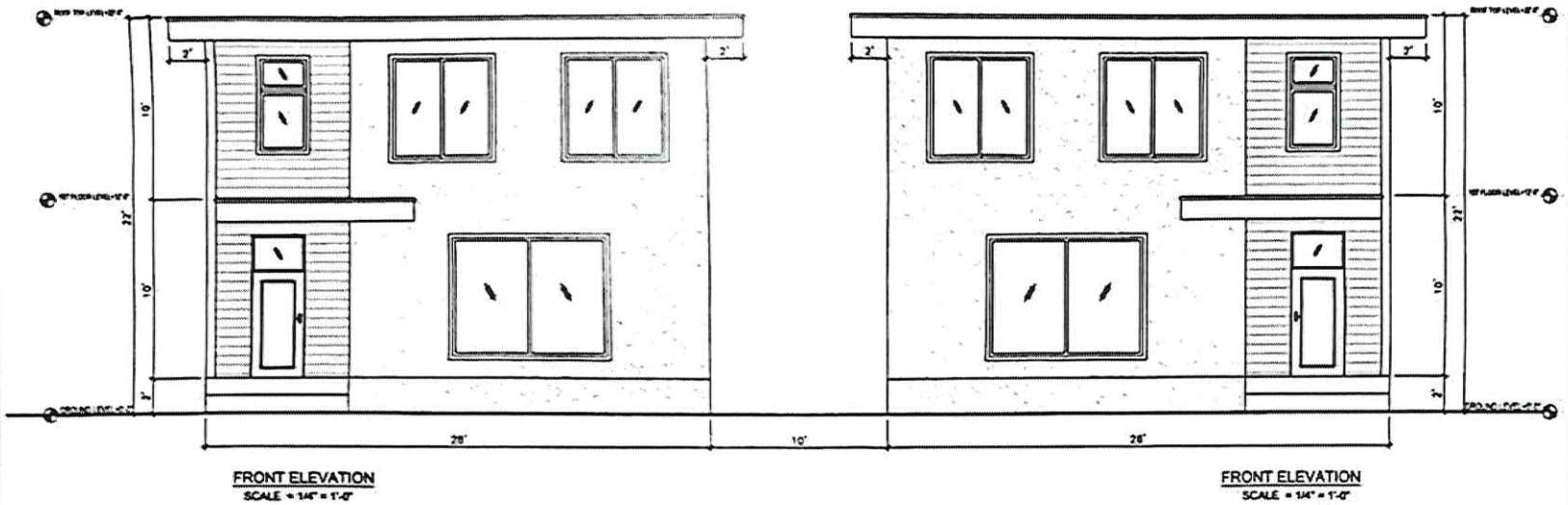
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SECOND FLOOR PLAN

Date	01/07/2025
Drawn by	ADIL
Checked by	AS

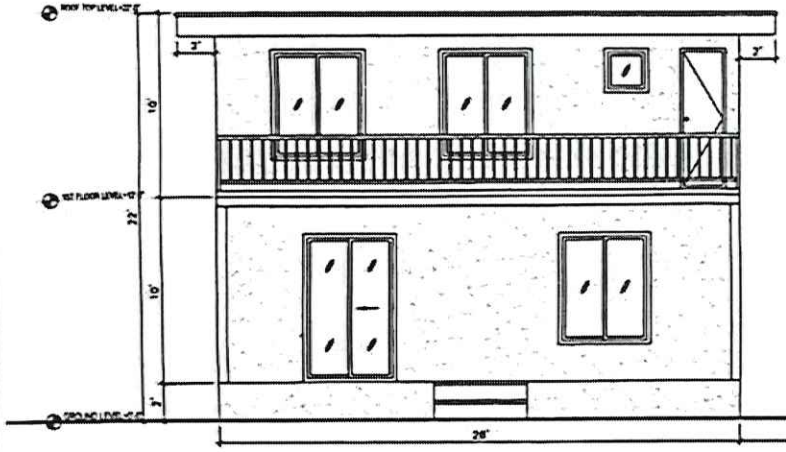
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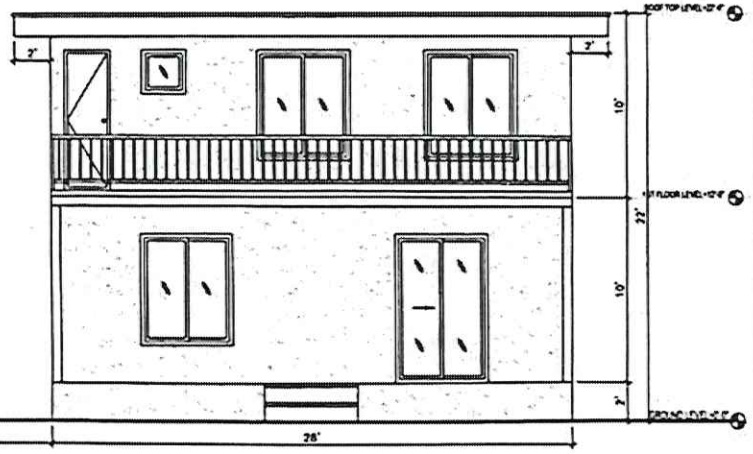


FRONT ELEVATION
SCALE = 1/4" = 1'-0"

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



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



PROJECT NAME:
—
PROJECT ADDRESS:
—

CONSULTANTS:

AS ARCHITECTS

No.	Description	Date

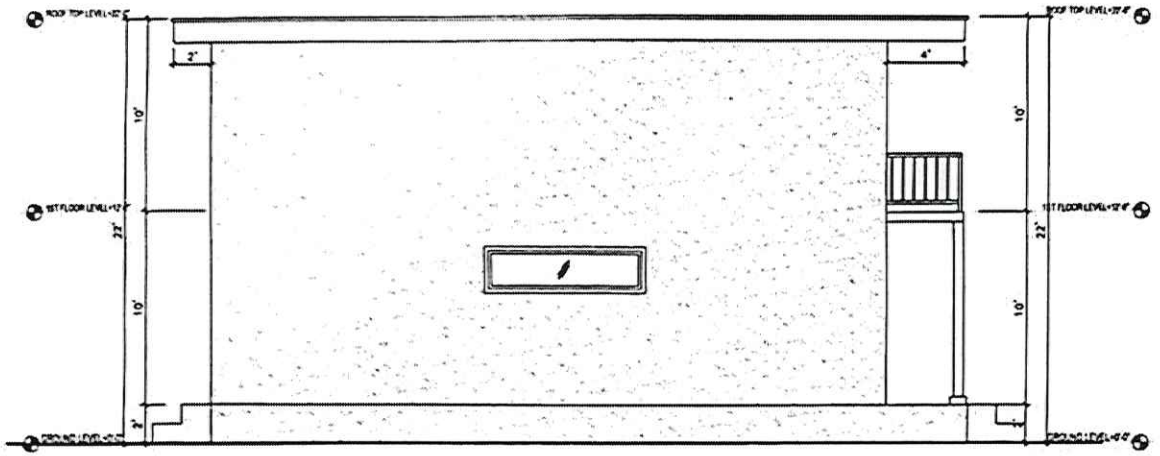
CLIENT:

SHEET TITLE:
FRONT & REAR ELEVATIONS

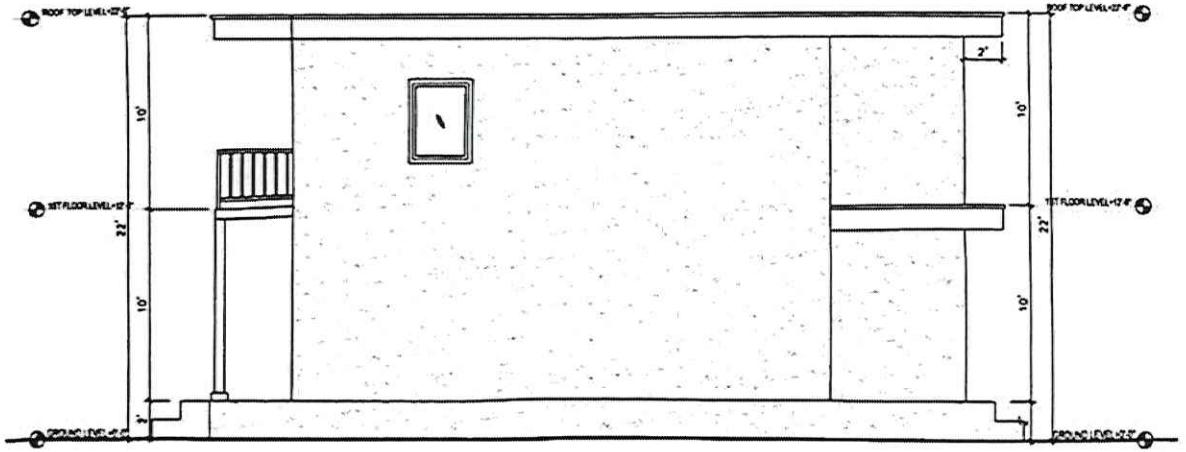
Date: 01/07/2025
Drawn by: ADIL
Checked by: AS

SHEET # - 05

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



RIGHT SIDE ELEVATION
SCALE = 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE = 1/4" = 1'-0"

PROJECT NAME:
-
PROJECT ADDRESS:
-

CONSULTANTS:

No.	Description	Date

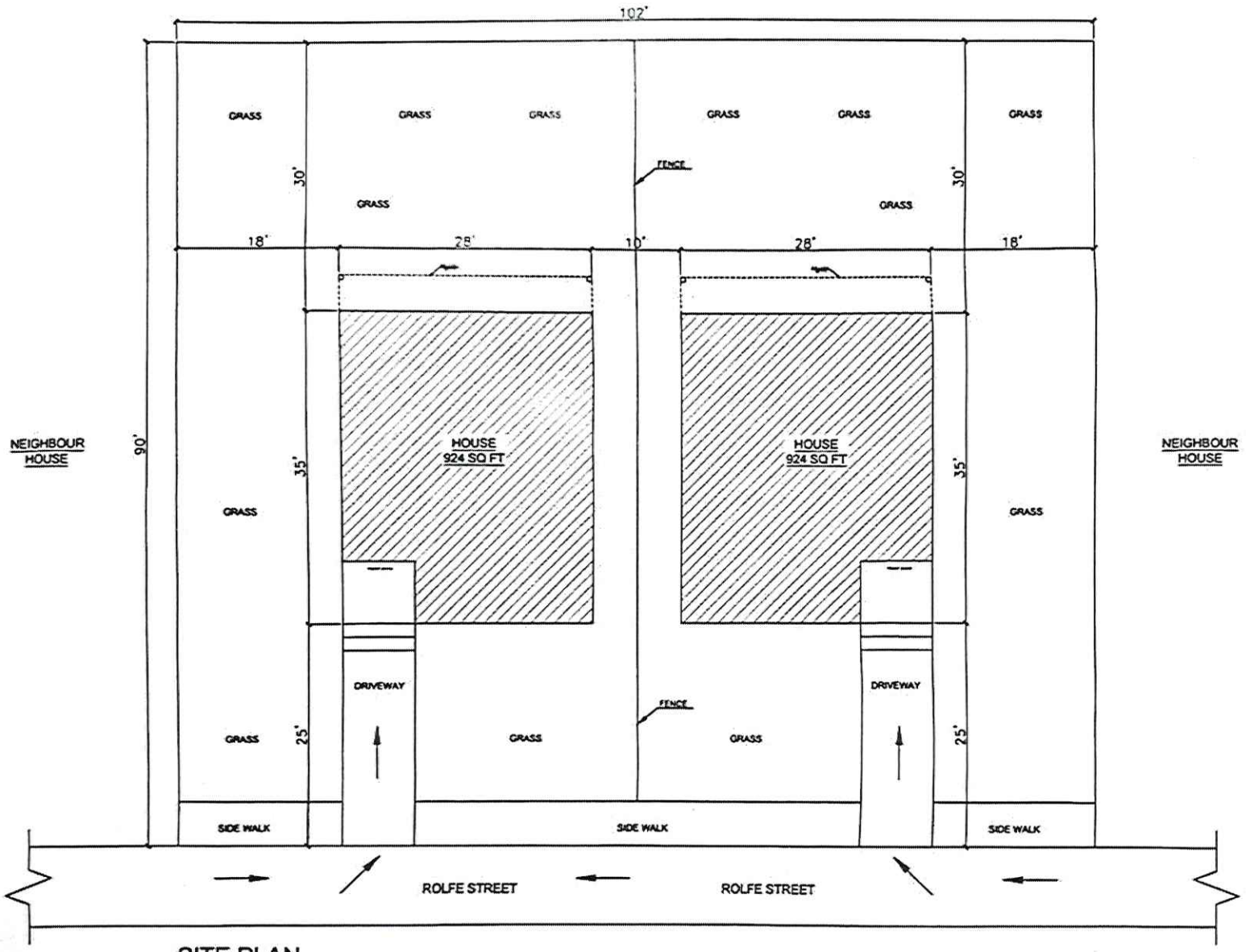
CLIENT:

SHEET TITLE:
LEFT & RIGHT SIDE ELEVATIONS

Date: 01/07/2025
Drawn by: ADIL
Checked by: AS

SHEET # - 06

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



SITE PLAN

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

PROJECT NAME:

—

PROJECT ADDRESS:

—

CONSULTANTS:

AS ARCHITECTS

No.	Description	Date

CLIENT:

SHEET TITLE: SITE PLAN

Date: 01/11/2025

Drawn by: ADIL

Checked by: AS

SHEET # - 01

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

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

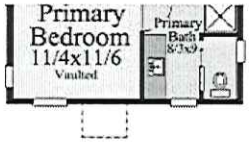
Parcel **007030009** has been re-addressed with the street number and address of **324 Rolfe Street** in accordance with the City of Petersburg Code Sec. 98-1 through 98.94. The individual units on this parcel have been assigned the following street number(s) and address(es):

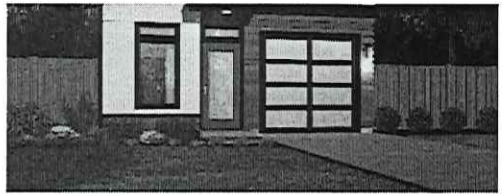
Parcel	Street Number and Address
007030009	**324 Rolfe Street**

Sincerely,

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 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jennifer Murphy-James, CDBG Administrator

FROM: March Altman, Jr.

RE: **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:

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 Resolution

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

DRAFT

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Public Hearing for Consideration of an Ordinance to 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. Presentation
2. Draft Ordinance
3. Chapter 50 - Draft Amendments
4. Crater Planning District Commission - Letter of Support

City of Petersburg
Tree Ordinance Modernization

Proposed Ordinance Changes to City Code– New Article VI Tree Protection and Planting in Chapter 50 Environment

Presentation to Petersburg City Council

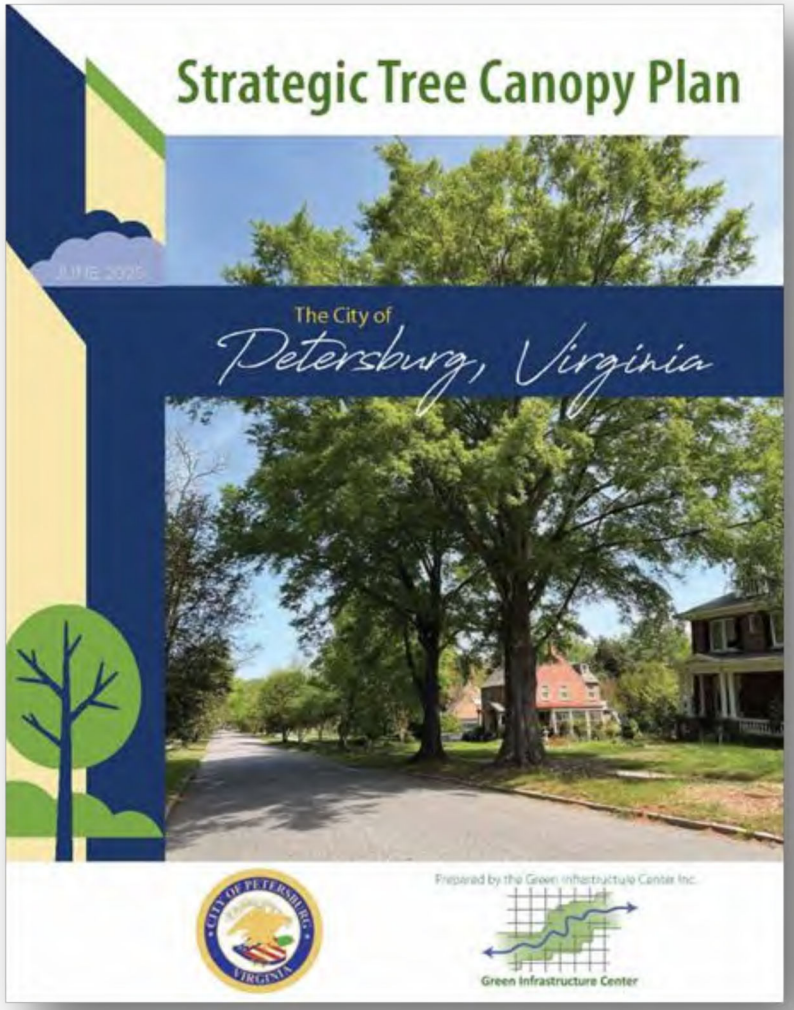
October 21, 2025

Why update the City codes?

Because Petersburg's previously adopted

Strategic Tree Canopy Plan

calls for updates to City code.



We propose a new Article VI to Chapter 50 to better protect Petersburg's valuable public tree assets.

Why Update the City Tree Codes?

We recently planted our first Arbor Day Tree on the journey to becoming a Tree City USA.

A public tree ordinance is the next step that is required!



Section 50-151.
Purpose, Objectives, and Benefits

Establishes **policies, regulations, and standards**

for the tree management within the City of Petersburg.

"*Tree management*" includes planting, establishment,

maintenance, removal, and protection for our public tree assets.

Why is it important?



Reduces energy use



Raises real estate value



Reduces flooding



Mitigates stormwater



Reduces crime



Improves traffic safety



Reduces heat

Services provided by our Public Trees

Environmental benefits modeling is often based on *deferred costs*.

That is, if trees are not present, the municipality would have to invest in additional engineered infrastructure or equipment to remedy environmental problems or provide environmental services.

Home Economics: *Add trees!*

The net cooling effect
of one healthy tree
is equivalent to
10 room-size air conditioners
operating 20 hours a day,
and can save a household
hundreds of dollars per year.

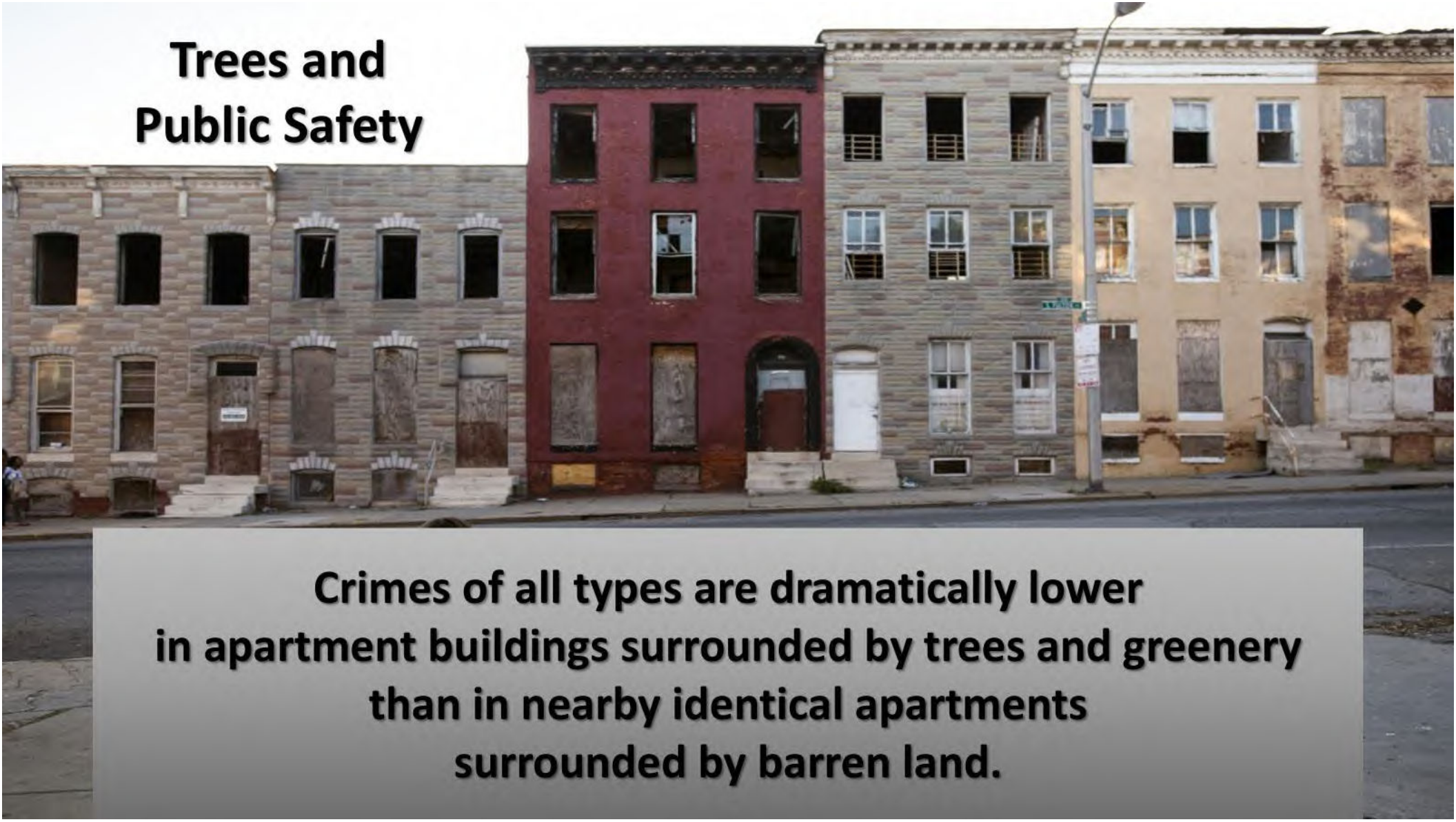


Trees improve air quality

Increasing canopy cover by just 10% in NYC reduced peak ozone levels by 37% of the amount by which the area exceeded its air quality standard.

Similar results were found in Los Angeles, Baltimore, and Boston.


Trees and Traffic Safety
Drivers reduce speeds when trees flank roadways, and crashes are less severe.
Wide, treeless spaces on either side of a road create a perception of greater room for error, contributing to higher speeds.

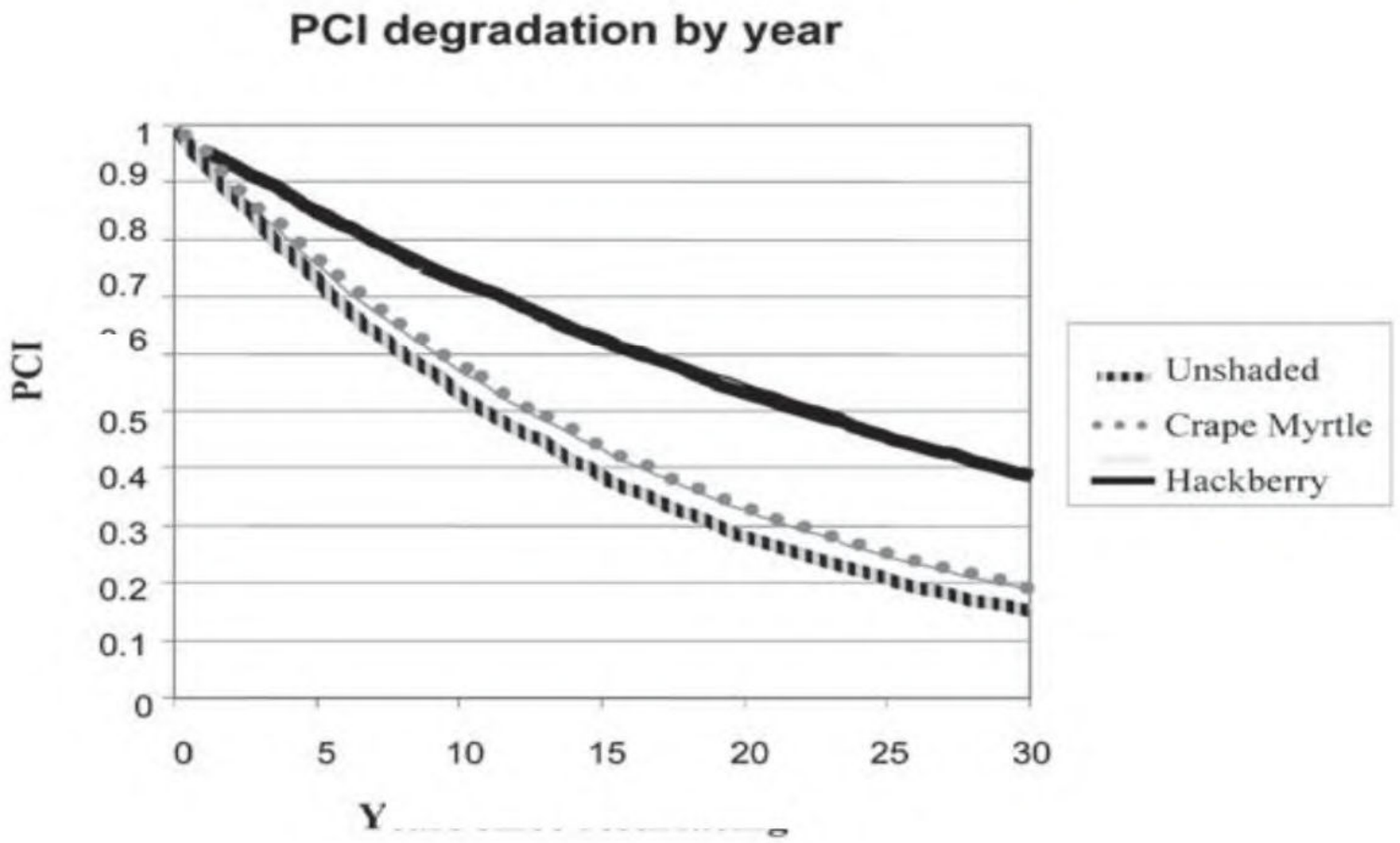

Trees and
Public Safety
Crimes of all types are dramatically lower
in apartment buildings surrounded by trees and greenery
than in nearby identical apartments
surrounded by barren land.


Customer service, merchant helpfulness, and product quality are all judged to be better by shoppers in places with trees.
2010 SUMMER
SHALIMAR
DA VINCI'S
...and they spend more money.

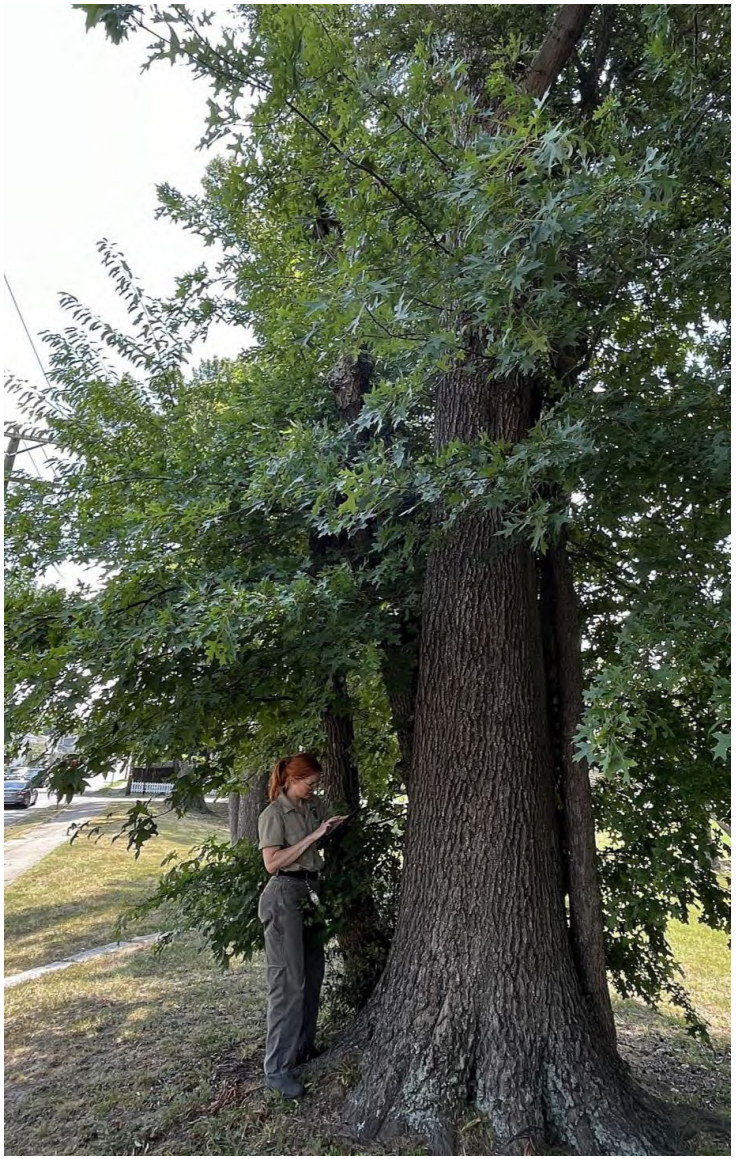

Larger trees, including trees located near the street, are associated with a lower incidence of property crimes.


And what else?
Shade protects paved surfaces

SHADE PRESERVES PAVEMENT
PCI (pavement condition index) as compared to TSI (tree shade index) per year




1 mi = 5280’ x 20’ (2 lanes) wide = 105,600 sq ft
105,600 x .66 per sq ft = $69,696.00 per mi
or $2323.20 per mile per year
5280’ x 30’ = 158,400 sq ft
x .66 = $104,544.00 per mi
or $3484.80 per mile per year



What else is required on the Tree City USA journey?

Establish a Tree Advisory Board

- Quarterly Meetings
- 5-7 members
- Provide public outreach and engagement
- Increase awareness with educational opportunities
- Advocate for tree public tree conservation

Establish an Urban Forestry Budget of at least $2 per capita

34,000 people = $68,000 budget

People have questions, and we have answers

Q: Does this ordinance affect private property rights?

Will the city make you keep a tree in your yard or business?

A: The proposed new Article VI in Chapter 50 applies to public trees and those that may impact public safety within the ROW.

Q: Will citizens benefit from these code updates?

A: Absolutely! Everyone benefits when the city has more healthy trees. Trees increase economic stability, provide summer cooling, improve traffic safety, and reduce crime in all categories.



We have goals: Maintain existing canopy cover at 43%

Time frame for goal achievement: over the next 20 years.

Adopting protections for public trees will ensure that we can achieve this goal.

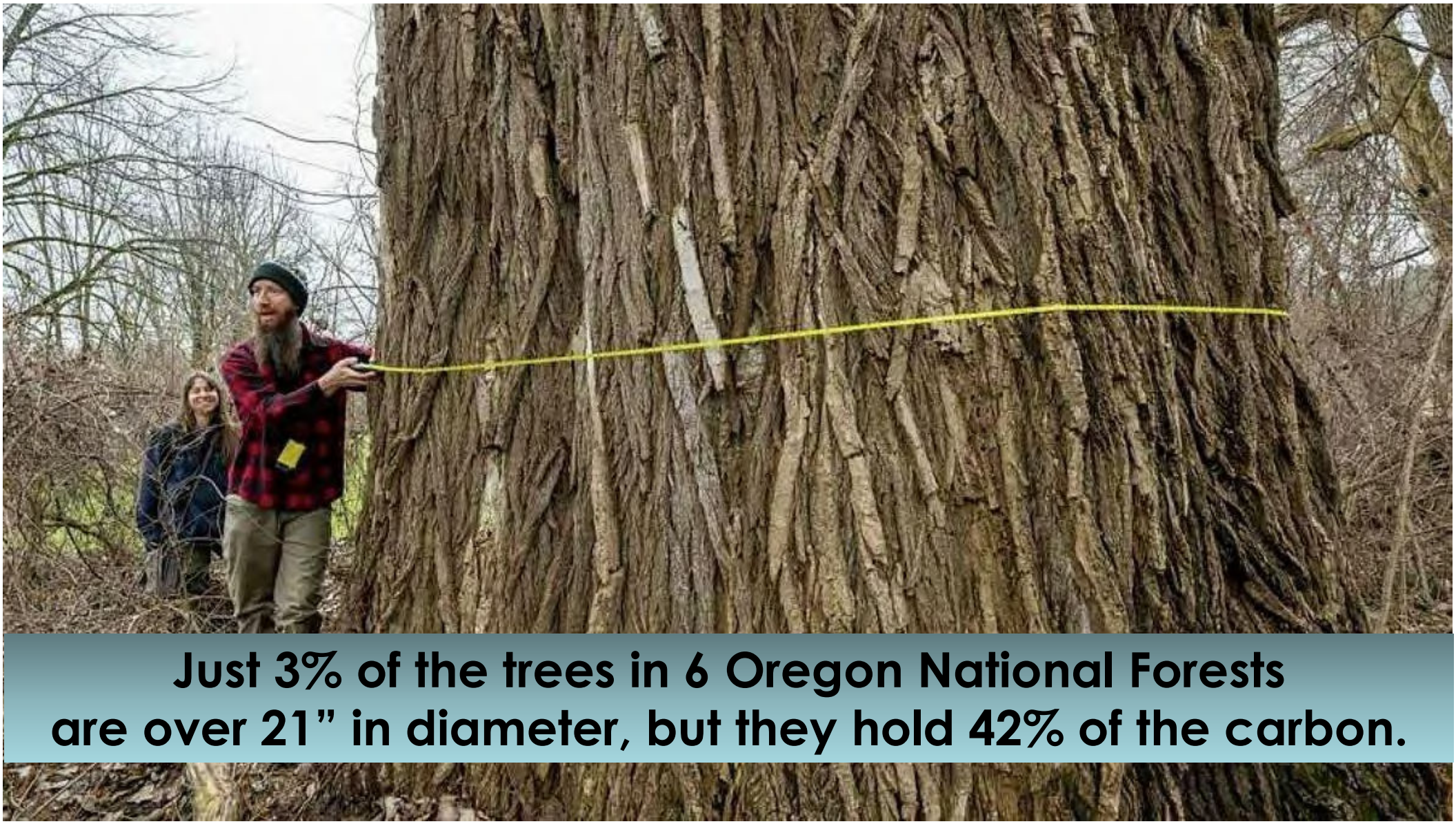
Q: Why is tree preservation so important?

A: Because mature trees are (literally) irreplaceable.

To replace ONE mature OAK (54" diameter, 100' tall):
You might think (quite logically) that you would have to plant
twenty-seven (27) 2-inch oaks, because 27 x 2 = 54

In fact, it would take THREE THOUSAND (3000) 2-inch oaks
to replace the services that were provided by just that ONE oak.*

Source: Mildrexler, et al, 2020 https://onlinelibrary.wiley.com/doi/abs/10.1111/geb.12747


Just 3% of the trees in 6 Oregon National Forests
are over 21” in diameter, but they hold 42% of the carbon.



50-159. Tree Planting and Tree Care

- SCIENCE BASED!
- ANSI standards and ISA Best Management Practices
- Approved species list, restricted species list
- The practice of arboriculture covers TREES, SHRUBS, WOODY VINES and PALMS

50-160. Prohibition Against Harming Public Trees

- No damage to public trees
- Permits required for any work to public trees
- No attachment of cables, wires, or other things
- No harm to the critical root zone.
- No topping of trees
- Establishes violations for harm to public trees







Section 50 - 161. Maintenance

Tree Care Contractors must carry liability insurance and have a Certified Arborist on staff in order to enter a contract with the City of Petersburg to provide tree care services.

50-169.
Tree removal permits for public trees.



- Permit required for removal of a public tree, citing justification.
- Requires replacement.

Take home message?



- **Petersburg's urban forest SAVES MONEY and helps KEEP US SAFE.**
- **Petersburg's public tree assets are worth twice as much money as they COST.**

Staff Recommendation: Adopt!

Suggested Motion for City Council: "I move to recommend adoption of Article VI. Tree Protection and Planting in Chapter 50 Environment of the City of Petersburg's Code of Ordinances".



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.

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.

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.

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.

(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.

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.

(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.

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 DevelopmentAny 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

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).

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.

Monument Professional Building
1964 Wakefield Street
Petersburg, VA 23805

CRATER PLANNING DISTRICT COMMISSION

Phone: 804.861.1666
Fax: 804.732.8972
craterpdc.org

County of Charles City
County of Chesterfield
City of Colonial Heights
County of Dinwiddie
City of Emporia
County of Greensville
City of Hopewell
City of Petersburg
County of Prince George
County of Surry
County of Sussex

TO: Mayor & City Council of Petersburg
CC: Mr. March Altman, City Manager
FROM: The Crater Planning District Commission
DATE: 10/9/2025
SUBJECT: Letter of Support for Petersburg's Tree Ordinance Adoption

Dear City Council Members,

I am writing to express my strong support for the adoption of the proposed tree ordinance in our community. Trees are a vital part of our regional environment, providing shade, improving air and water quality, reducing stormwater runoff, and enhancing the beauty and character of our neighborhoods and communities.

The Crater Planning District Commission supports a well-crafted tree ordinance will help preserve mature trees, promote responsible development, and ensure that future generations enjoy the environmental and economic benefits that a healthy urban canopy provides. The ordinance also reflects our shared commitment to thoughtful planning and stewardship of natural resources throughout the region's watersheds.

The City of Petersburg's continued engagement in the Community Forest Revitalization Program and ongoing Infrastructure, Investment, and Jobs Act planting project on East Washington Street (managed by Crater PDC) represent significant investments in trees as natural infrastructure with the dual purpose of the aesthetics and functional environmental services. The Crater Planning District Commission is pleased to support the adoption of the proposed ordinance to protect these investments that will continue to provide these critical benefits to the community and our region.

The Crater Planning District encourages the City to move forward with this important initiative and thank you for your leadership in protecting one of our community's most valuable assets.

Sincerely,

E. Jay Ellington, Executive Director
Crater Planning District Commission

County of Chesterfield City of Colonial Heights County of Dinwiddie Tri-Cities Area MPO City of Hopewell City of Petersburg County of Prince George

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: Anthony Williams

RE: **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.

An Act to create the Petersburg Parking Authority.

1. PETERSBURG PARKING AUTHORITY ACT.

§1. Short title.

This act shall be known and may be cited as the "Petersburg Parking Authority Act."

§2. Declaration of public necessity.

It is hereby determined and declared that the free circulation of traffic of all kinds through the streets of the City of Petersburg in the Commonwealth is necessary to the health, safety, and general welfare of the public, whether residing in the municipality or traveling to, through, or from such municipality in the course of lawful pursuits; that in recent years the greatly increased use by the public of motor vehicles of all kinds has caused serious traffic congestion in the streets of the municipality; that the parking of motor vehicles in the streets has contributed to this congestion to such an extent as to constitute at the present time a public nuisance; that such parking prevents the free circulation of traffic in, through, and from the municipality, and endangers the health, safety, and welfare of the general public; that this traffic congestion is not capable of being adequately abated except by provisions for sufficient off-street parking facilities; that adequate off-street parking facilities have not been heretofore provided; and that the enactment of the provisions of this act is hereby declared to be a public necessity.

§3. Definitions.

As used in this act the following words and terms shall have the following meanings, unless the context indicates a different meaning or intent:

"Authority" means the Authority created under the provisions of this act, or, if the Authority shall be abolished, the board, body, or commission succeeding to the principal functions thereof or to whom the powers given by this act to the Authority shall be given by law.

"Cost," as applied to parking facilities or to extensions or additions thereto, includes the cost of construction or reconstruction; the cost of all labor, materials, machinery, and equipment; the cost of all lands, property, rights, easements, and interests acquired by the Authority for such construction or reconstruction or the operation thereof; the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved; financing charges; interest prior to and during

construction; and, if deemed advisable by the Authority, for one year after completion of construction, reasonable provision for working capital, cost of engineering and legal services, cost of plans and specifications, surveys and estimates of cost and of revenues, administrative expenses, and such other expenses as may be necessary or incident to such construction or reconstruction, the financing thereof, and the placing of the parking facilities in operation. Any obligation or expense incurred by the Authority or by the organizing municipality prior to the issuance of bonds under the provisions of this act in connection with any of the foregoing items of cost may be regarded as a part of such cost.

"Governing body" means the board, commission, council, or other body by whatever name it may be known in which the general legislative powers of the municipality are vested.

"Municipality" means the City of Petersburg in the Commonwealth of Virginia.

"Parking facilities" means and includes lots, garages, parking terminals, or other facilities or structures for the off-street parking of motor vehicles open to public use for a fee, and may also include, but without limiting the generality of the foregoing, terminal facilities for trucks and buses, waiting rooms, lockers, and offices catering primarily to those using such parking facilities, and all facilities appurtenant thereto and all property, rights, easements, and interests relating thereto that are deemed necessary for the instruction or operation thereof; however, the words "parking facilities" shall not mean or include the sale or dispensing of products used in or for the servicing of motor vehicles.

§4. Creation of the Authority.

A. The governing body of the municipality may by resolution signify its determination to organize an Authority under the provisions of this act. Such resolution may be adopted only after a public hearing thereon, notice of which hearing shall be given by publication at least once, not less than 10 days prior to the date fixed for such hearing, in a newspaper having a general circulation in the municipality. Such notice shall contain a brief statement of the substance of the proposed resolution, shall set forth the proposed articles of incorporation of the Authority, and shall state the time and place of the public hearing to be held thereon. Such municipality shall not be required to make any other publication of such resolution under the provisions of any other law.

B. Such resolution shall include articles of incorporation that shall set forth:

1. The name of the Authority;

2. A statement that such Authority is organized under this act;

3. The name of the organizing municipality; and

4. The names and addresses of the first members of the Authority appointed by the organizing municipality.

C. Passage of such resolution by the governing body shall constitute the Authority a public body and a body politic and corporate of the Commonwealth of Virginia.

§5. Membership of the Authority.

The Authority organized under the provisions of this act shall consist of five members selected by the governing body who shall serve for terms expiring one, two, three, four, and five years, respectively, from the date of appointment, the term of each such member to be designated by the governing body. The successor of each member of the Authority shall be appointed for a term of five years, but any person appointed to fill a vacancy shall be appointed to serve only for the unexpired term, and any member of the Authority may be reappointed.

Each member of the Authority before entering upon his duties shall take and subscribe an oath or affirmation to support the Constitution of the United States and the Constitution of Virginia and to discharge faithfully the duties of his office, and a record of each such oath shall be filed with the Secretary of the Authority.

The Authority shall select one of its members as chair and another as vice-chair and shall also select a secretary and a treasurer who may but need not be members of the Authority. The offices of secretary and treasurer may be combined. The terms of office of the chair, vice-chair, secretary, and treasurer shall be as provided in the bylaws of the Authority.

A majority of the members of the Authority shall constitute a quorum, and the affirmative vote of a majority of all of the members of the Authority shall be necessary for any action taken by the Authority. No vacancy in the membership of the Authority shall impair the right of a quorum to exercise all the rights and perform all of the duties of the Authority. The members of the Authority shall serve without compensation but shall be reimbursed for the amount of actual expenses incurred by them in the performance of their duties.

The city manager, or his designee, of the organizing municipality shall serve as an ex officio, nonvoting member of the Authority.

§6. General grant of powers.

The Authority created hereunder shall be deemed to be a public instrumentality exercising public and essential governmental functions to provide for the public health and welfare, and the Authority is hereby authorized and empowered to:

1. Adopt bylaws for the regulation of its affairs and the conduct of its business;

2. Adopt an official seal and alter the same at pleasure;

3. Maintain an office at such place or places as it may designate;

4. Sue and be sued in its own name and to plead and be impleaded;

5. Construct, reconstruct, equip, improve, extend, enlarge, maintain, repair, and operate parking facilities within the corporate limits of the organizing municipality;

6. Issue revenue bonds of the Authority as hereinafter provided to pay the cost of such construction, reconstruction, equipment, improvement, extension, or enlargement;

7. Issue revenue refunding bonds of the Authority as hereinafter provided;

8. Fix and revise from time to time and to charge and collect rates, rentals, fees, and other charges for the services and facilities furnished by such parking facilities, and to establish and revise from time to time regulations in respect of the use, operation, and occupancy of such parking facilities or part thereof;

9. Accept from any authorized agency of the federal government loans or grants for the planning, construction, or acquisition of any parking facilities and to enter into agreements with such agency respecting any such loans or grants, and to receive and accept aid and contributions from any source of either money, property, labor, or other things of value, to be held, used, and applied only for the purposes for which such loans, grants, or contributions may be made;

10. Acquire in the name of the Authority by gift, purchase, or the exercise of the right of eminent domain in accordance with the laws of the Commonwealth of Virginia that are applicable to the exercise of such powers by cities or towns any lands or rights in lands and interest therein, and to acquire such personal property as it may deem necessary in connection with the construction, reconstruction, improvement, extension, enlargement, or operation of any parking facilities; however, no property of any corporation itself having the power of eminent domain may be condemned hereunder, and the Authority shall not condemn any lands or personal property or

right or interest therein unless authorized so to do by resolution of the governing body of the city;

11. Lease all or any part of such parking facilities upon such terms and conditions and for such term of years as it may deem advisable to carry out the provisions of this act; however, no enterprise involving the sale or dispensing of any product or commodity used in or for the servicing of motor vehicles shall be conducted on any space thereon;

12. Make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act, including a trust agreement or trust agreements securing any revenue bonds issued hereunder, and to employ such consulting and other engineers, superintendents, managers, construction and financial experts, accountants, attorneys, and such employees and agents as may, in the judgment of the Authority, be deemed necessary, and to fix their compensation; however, all such expenses shall be payable solely from funds made available under the provisions of this act; and

13. Do all acts and things necessary or convenient to carry out the powers granted by this act.

14. Nothing in this Act shall be construed as authorizing the Authority or any lessee to furnish or dispense at, or in connection with, any parking lot or area authorized by this Act, any product or service other than the parking of vehicles.

§7. Revenue bonds.

The Authority is hereby authorized to issue at one time or from time to time revenue bonds of the Authority for the purpose of paying the cost of constructing, reconstructing, equipping, improving, extending, or enlarging any one or more parking facilities. The bonds of each issue shall be dated, shall mature at such time or times not exceeding 40 years from their date or dates, and shall bear interest at such rate or rates not exceeding the maximum rate permitted by law to be paid by public bodies, as may be determined by the Authority, and may be made redeemable before maturity, at the option of the Authority, at such price or prices and under such terms and conditions as may be fixed by the Authority prior to the issuance of the bonds. The Authority shall determine the form of the bonds and the manner of execution of the bonds and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest, which may be at any bank or trust company within or without the Commonwealth. In case any officer whose signature or a facsimile of whose signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. Notwithstanding any of the other provisions of this act or any recitals in any bonds issued under the provisions of this act, all such bonds shall be deemed to be negotiable instruments under the laws of the Commonwealth. The Authority may sell such bonds in such manner, either at public or private sale, and for such price as it may determine to be for the best

interests of the Authority, but no such sale shall be made at a price so low as to require the payment of interest on the money received therefor at more than the maximum rate permitted by law to be paid by public bodies, computed with relation to the absolute maturity or maturities of the bonds in accordance with standard tables of bond values, excluding, however, from such computation the amount of any premium to be paid on redemption of any bonds prior to maturity.

The proceeds of the bonds of each issue shall be used solely for the purpose for which such bonds shall have been authorized and shall be disbursed in such manner and under such restrictions, if any, as the Authority may provide in the resolution authorizing the issuance of such bonds or in the trust agreement hereinafter mentioned securing the same. If the proceeds of such bonds, by error of estimates or otherwise, shall be less than such cost, additional bonds may in like manner be issued to provide the amount of such deficit and, unless otherwise provided in the authorizing resolution or in the trust agreement securing such bonds, shall be deemed to be of the same issue and shall be entitled to payment from the same fund without preference or priority of the bonds first issued for the same purpose.

The resolution providing for the issuance of revenue bonds, and any trust agreement securing such bonds, may also contain such limitations upon the issuance of additional revenue bonds as the Authority may deem proper, and such additional bonds shall be issued under such restrictions and limitations as may be prescribed by such resolution or trust agreement.

Prior to the preparation of definitive bonds, the Authority may, under like restrictions, issue interim receipts or temporary bonds exchangeable for definitive bonds when such bonds shall have been executed and are available for delivery. The Authority may also provide for the replacement of any bonds that shall become mutilated or be destroyed or lost.

Bonds may be issued under the provisions of this act without obtaining the consent of any commission, board, bureau, or agency of the Commonwealth or of any political subdivision and without any other proceedings or the happening of other conditions or things than those proceedings, conditions, or things that are specifically required by this act.

Revenue bonds issued under the provisions of this act shall not be deemed to constitute a debt of the Commonwealth or of any municipality or other political subdivision of the Commonwealth or a pledge of the faith and credit of the Commonwealth or of any municipality or other political

subdivision, but such bonds shall be payable solely from the funds herein provided therefor and a statement to that effect shall be recited on the face of the bonds.

§8. Revenues.

The Authority shall fix, and may revise from time to time, rates, rentals, fees, and other charges for the use of and for the services and facilities furnished or to be furnished by any parking facilities or parts thereof owned or operated by the Authority. Such rates, rentals, fees, and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the Commonwealth or of any political subdivision. Such rates, rentals, fees, and charges shall be fixed and revised so that the revenues of the Authority, together with any other available funds, will be sufficient at all times (i) to pay the cost of maintaining, repairing, and operating the parking facilities or parts thereof owned or operated by the Authority, including reserves for such purposes, and (ii) to pay the principal of and the interest on all bonds issued by the Authority under the provisions of this act as the same shall become due and payable and to provide reserves therefor. Notwithstanding any of the foregoing provisions of this section, the Authority may enter into contracts relating to use of the services and facilities of the parking facilities on such terms and conditions as the Authority shall determine to be proper, which contracts shall not be subject to revision except in accordance with their terms.

§9. Trust agreement.

In the discretion of the Authority, each or any issue of revenue bonds may be secured by a trust agreement by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the Commonwealth. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received, but shall not convey or mortgage any parking facilities or any part thereof, and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the Authority in relation to the construction, reconstruction, equipment, improvement, maintenance, repair, operation, and insurance of any parking facilities, the fixing and revising of rates, rentals, fees, and charges, and the custody, safeguarding, and application of all moneys, and for the employment of consulting engineers in connection with such construction, reconstruction, improvement, maintenance, and operation. It shall be lawful for any bank or trust company incorporated under the laws of the Commonwealth that may act as depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the Authority. Such resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. Such resolution or trust agreement may

contain such other provisions in addition to the foregoing as the Authority may deem reasonable and proper for the security of the bondholders. Except as in this act otherwise provided, the Authority may provide for the payment of the proceeds of the sale of the bonds and the revenues of any parking facilities or parts thereof to such officer, board, or depository as it may designate for the custody thereof, and for the method of disbursements thereof, with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation.

All pledges of revenues under the provisions of this act shall be valid and binding from the time when such pledge is made. All such revenues so pledged and thereafter received by the Authority shall immediately be subject to the lien of such pledges without any physical delivery thereof or further action, and the lien of such pledges shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Authority, irrespective of whether such parties have notice thereof.

§10. Trust funds.

All moneys received pursuant to the authority of this act shall be deemed to be trust funds, to be held and applied solely as provided in this act. Any officer to whom, or bank, trust company, or fiscal agent to which, such moneys shall be paid shall act as trustee of such moneys and shall hold and apply the same for the purposes hereof, subject to such regulations as this act and the resolution authorizing the issuance of bonds or trust agreement securing such bonds may provide.

§11. Remedies.

Any holder of revenue bonds issued under provisions of this act and the trustee under any trust agreement, except to the extent the rights herein given may be restricted by the resolution authorizing the issuance of such bonds or such trust agreement, may, either at law or in equity, by suit, action, mandamus, or other proceeding, protect and enforce any and all rights under the laws of the Commonwealth or granted hereunder or under such resolution or trust agreement and may enforce and compel the performance of all duties required by this act or by such resolution or trust agreement to be performed by the Authority or by any officer thereof, including the fixing, charging, and collecting of rates, rentals, fees, and charges for the use of or for the services and facilities furnished by any parking facilities.

§12. Exemption from taxation.

As adequate off-street parking facilities are essential to the health, safety, and general welfare of the public, and as the exercise of the powers conferred by this act to effect such purposes constitutes the performance of essential municipal functions, and as parking facilities constructed under the provisions of this act constitute the performance of essential municipal functions, and as parking facilities constructed pursuant to the provisions of this act constitute public property and are used for municipal purposes, the Authority shall not be required to pay any taxes or assessments upon any such parking facilities or any part thereof, or upon the income therefrom, and any bonds issued under the provisions of this act and their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation within the Commonwealth.

§13. Revenue refunding bonds.

The Authority is hereby authorized to issue from time to time revenue refunding bonds for the purpose of refunding any revenue bonds of the Authority then outstanding, including the payment of any redemption premium thereon and any interest accrued or to accrue to the date of redemption of such bonds. The Authority is further authorized to issue from time to time revenue bonds of the Authority for the combined purpose of (i) refunding any revenue bonds or revenue refunding bonds of the Authority then outstanding, including the payment of any redemption premium thereon and any interest accrued or to accrue to the date of redemption of such bonds, and (ii) paying all or any part of the cost of constructing any additional parking facilities or part thereof, or any improvements, extensions, or enlargements of any parking facilities. The issuance of such bonds, the maturities and other details thereof, the rights and remedies of the holders thereof, and the rights, powers, privileges, duties, and obligations of the Authority with respect to the same shall be governed by the provisions of this act in so far as the same may be applicable.

§14. Contributions.

The municipality is authorized to make contributions or advances to an Authority that it organizes under the provisions of this act, from any moneys that may be available for such purpose, to provide for the preliminary expenses of such Authority in carrying out the provisions of this act or to pay any item of cost of any parking facilities.

§15. Actions taken by Authority.

Any action taken by the Authority under the provisions of this act may be authorized by resolution of the Authority at any regular or special meeting, and each such resolution of the Authority shall take effect immediately and need not be published or posted.

§16. Additional method.

This act shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of or as repealing any powers now existing under any other law, either general, special, or local; however, the issuance of revenue bonds or revenue refunding bonds under the provisions of this act need not comply with the requirements of any other law applicable to the issuance of bonds.

§17. Provisions of act severable.

The provisions of this act are severable; if any of its provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

§18. Construction.

This act, being necessary for the welfare of the Commonwealth and its inhabitants, shall be liberally construed to effect the purpose thereof.

Finance Monthly Update

October 21, 2025

DEPARTMENT OF FINANCE

AGENDA

Budget to Actuals

BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 9.30.2025: 25% of YR Completed	Remaining Budget Balance	% of Budget Expended
CITY COUNCIL	362,216	37,124	325,092	10.25%
CITY CLERK	418,563	62,216	356,347	14.86%
CITY MANAGER	1,120,183	424,957	695,226	37.94%
CITY ATTORNEY	511,900	92,249	419,651	18.02%
HUMAN RESOURCES	1,233,781	299,438	934,343	24.27%
COMMISSIONER OF REVENUE	494,408	129,443	364,965	26.18%
ASSESSOR	683,469	171,828	511,641	25.14%
CITY TREASURER	415,964	185,175	304,153	37.84%
FINANCE	1,142,027	255,118	897,541	22.13%
CUSTOMER CARE & COLLECTIONS	900,283	180,872	735,358	19.74%
INFORMATION TECHNOLOGY	1,331,238	361,539	969,699	27.16%
PROCUREMENT	356,476	60,386	296,090	16.94%
REGISTRAR	657,371	141,733	515,638	21.56%
CIRCUIT CT. JUDGES & ADMIN	96,667	25,069	71,598	25.93%
GENERAL DISTRICT COURT	79,400	1,186	78,214	1.49%
MAGISTRATES	3,000	-175	3,175	-5.85%
JUVENILE & DOMESTIC RELATIONS	8,750	406	8,344	4.64%

BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 9.30.2025: 25% of YR Completed	Remaining Budget Balance	% of Budget Expended
CLERK of the CIRCUIT COURT	1,093,879	286,563	807,316	26.20%
SHERIFF	2,251,115	686,837	1,606,319	29.95%
COMMONWEALTH ATTORNEY	1,809,675	515,136	1,294,539	28.47%
VICTIM WITNESS - CITY	26,286	822	25,464	3.13%
POLICE DEPARTMENT	10,679,312	2,999,493	7,762,221	27.87%
911 EMERGENCY COMMUNICATIONS	2,010,963	327,379	1,683,584	16.28%
FIRE DEPARTMENT	9,777,976	2,676,077	7,307,746	26.80%
REGIONAL JAIL SERVICE	3,546,522	337,012	3,209,510	9.50%
11th DISTRICT COURT	114,827	34,037	80,790	29.64%
VJCCCA SUB-TOTAL	253,830	51,701	202,129	20.37%
CODE ENFORCEMENT	1,362,061	357,860	1,004,201	26.27%
ANIMAL CONTROL	334,714	58,285	276,429	17.41%
ENGINEERING	1,316,511	115,314	1,202,682	8.75%
REFUSE COLLECTION	2,394,000	202,779	2,191,221	8.47%
GROUNDS	1,433,192	266,613	1,166,579	18.60%
FACILITIES MANAGEMENT	3,354,128	709,272	2,643,371	21.16%
CPO CENTER/VCRC	106,416	15,943	90,473	14.98%

BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 9.30.2025: 25% of YR Completed	Remaining Budget Balance	% of Budget Expended
SOCIAL SERVICES	11,589,663	2,763,934	8,825,729	23.85%
CHILDREN'S SERVICES ACT	4,477,855	1,211,672	3,266,183	27.06%
TRANSFER TO SCHOOLS	12,977,018	3,192,959	9,784,059	24.60%
RECREATION & LEISURE SERVICES	913,237	348,025	565,212	38.11%
CEMETERIES	82,013	11,025	70,988	13.44%
TURF MANAGEMENT	467,850	176,974	290,876	37.83%
GOV'T RELATIONS	1,316,540	120,247	1,196,293	9.13%
PUBLIC LIBRARY	1,487,380	362,723	1,187,657	23.40%
PLANNING	891,713	239,079	794,522	23.13%
ECONOMIC DEVELOPMENT	564,423	144,651	419,772	25.63%
NON-DEPARTMENTAL	9,914,828	2,931,067	7,367,016	28.46%
DEBT SERVICE	7,295,881	1,317,455	5,978,426	18.06%
TRANSFER TO OTHER FUNDS	3,169,286	3,169,286	0	100.00%
TOTALS	**106,947,573**	**28,077,473**	**79,888,476**	**26.01%**

BUDGET TO ACTUALS

Fund/Department	FY26 BUDGET	Expended Thru 9.30.2025: 25% of YR Completed	Remaining Budget Balance	% of Budget Expended
STREETS				
Streets Operations Sub-Total	**10,641,039**	**1,488,293**	**9,152,746**	**13.99%**
PUBLIC UTILITIES				
Wastewater Sub-Total	7,822,614	2,039,050	5,783,564	26.07%
Water Sub-Total	8,052,005	1,270,498	6,781,507	15.78%
TOTAL PUBLIC UTILITIES FUND	**15,874,619**	**3,309,548**	**12,565,071**	**20.85%**
STORMWATER				
Stormwater Services Sub-Total	**1,410,564**	**402,607**	**1,007,957**	**28.54%**
DOGWOOD				
Dogwood Golf Sub-Total	**1,515,186**	**341,092**	**1,174,094**	**22.51%**
MASS TRANSIT				
Paratransit Sub-Total	301,016	83,801	217,215	27.84%
State/Projects Sub-Total	824,888	28,149	796,739	3.41%
Administration Sub-Total	4,486,581	998,397	3,488,184	22.25%
Maintenance Sub-Total	907,397	265,941	641,456	29.31%
TOTAL MASS TRANSIT FUND	**6,519,882**	**1,376,288**	**5,143,594**	**21.11%**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **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**

PURPOSE: To update and clarify regulations on signage to address ongoing complaints and enforcement challenges

REASON: To address frequent complaints regarding certain types of signage in the city which are currently underregulated or unregulated entirely. Staff are seeking to clarify certain provisions within the ordinance with the goal of making the entire ordinance easy to interpret and encouraging attractive and cohesive signage throughout the city.

RECOMMENDATION: Approval as drafted

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

1. Ongoing - Planning staff receive complaints regarding signage throughout the city including window signs, flag signs, and illuminated signs, as well as complaints about unclear language in the Zoning Ordinance pertaining to signs.
2. May 1, 2025- Planning staff presented an overview of the proposed text amendment to address ongoing issues with signs to the Planning Commission and were directed to bring the draft amendment for public hearing.
3. June 5, 2025 - Planning Commission held a public hearing on the draft text amendment and tabled the item until their following meeting to allow Commissioners to observe existing signs in the city.
4. July 10, 2025 - Planning Commission recommended approval of the proposed amendment as drafted in a 5 (aye) to 1 (nay) vote with one abstention.
5. September 16, 2025 - City Council held a public hearing on the proposed text amendment. The item was tabled to provide additional time for consideration.
6. October 7, 2025 - Planning Staff presented an overview of the existing sign ordinance and additional information on proposed changes

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 9/16/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:
1. 25-ZTA-05 Memo
2. Presentation - 9/16
3. Presentation 10/07
4. Draft Ordinance
5. Draft Text Amendment

City of Petersburg
Department of Planning and Community Development
135 N Union St, Room 304
Petersburg, VA 23803
(804) 733-2308

MEMORANDUM

DATE: September 2025

TO: Mayor and City Council

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

RE: 2025-ZTA-05: 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.

EXECUTIVE SUMMARY:

Planning Staff are seeking to update the Zoning Ordinance to address frequent complaints regarding certain types of signage in the city which are currently underregulated or unregulated entirely. Staff are seeking to clarify certain provisions within the ordinance with the goal of making the entire ordinance easy to interpret and encouraging attractive and cohesive signage throughout the city.

CHRONOLOGY OF EVENTS:

1. May 1, 2025 – Planning staff presented overview of a proposed text amendment to address ongoing issues with signs to Planning Commission and were directed to bring the case for public hearing in June.
2. June 5, 2025 – Planning Commission held a public hearing on the draft text amendment; the item was tabled until the July regular meeting to allow Commissioners to observe existing signs throughout the city.
3. July 10, 2025 – Planning Commission recommended approval of the proposed amendment as drafted in a 5 (aye) and 1 (nay) vote with one abstention.

BACKGROUND:

Existing Ordinance

Article 21 of the Zoning Ordinance pertains to signs and advertising in the city. Article 21 regulates the size, placement, and types of signs allowed in the city. Planning staff frequently receive complaints about the quantity or appearance of certain types of signs, but the existing regulations in Article 21 make it a challenge to address these issues due to a lack of regulation in some cases and unclear or confusing rules in others.

Examples of issues and challenges with the existing ordinance include:

- **Window signs**: Many businesses have an overabundance of advertising covering their windows or doors. According to current regulations, this type of advertising is only considered signage if the device is illuminated. This means that any advertising placed in a window or door is exempt from the need for a permit or any limit on size unless the sign is illuminated even if that advertising covers an entire surface.
- **Sail Signs**: Many businesses or residential developments in the city utilize sail signs, also known as feather or flag signs, along the street to draw attention. The signs usually consist of a banner attached to a staff or cord and tend to create visual clutter and safety concerns. The existing language in the ordinance is unclear whether the signs are allowed at all.
- **String and Tube Lights**: Certain types of businesses often utilize strings or tubes of lighting to illuminate a store face and draw attention, which can create a distracting or unattractive streetscape. This type of advertising isn't explicitly spoken to in the ordinance.
- **Historic District Signage**: There have been several instances in which signs were installed in the City's Historic Districts that do not match the character of the district, particularly in terms of the level of illumination. The Historic District Design Guidelines used by the Architectural Review Board have recommendations for these types of signs, but the recommendations aren't included in the Zoning Ordinance itself.
- **Shopping Center Signage**: The ordinance states that signs within B-1, Shopping Center, Zoning Districts are subject to specific sign plans meant to be adopted when the property was rezoned, but the city has few, if any, of these plans on record. The ordinance doesn't provide any rules for signs in cases where existing shopping centers are redeveloped or look to update signs and staff don't have direction for what rules apply.
- **Sign Refacing**: The ordinance currently requires a fee of $150.00 for any sign permit, even a sign face is just being replaced in an existing sign structure with no expansion or alteration. Requests for sign refacing typically take significantly less staff time to review, but the cost doesn't vary.

Proposed Changes

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

- **Window signs**: The definition of "window sign" has been updated to remove the exemption for unlit signs. All advertising in windows will count as signage and a rule has been added stating no more than 20 percent of any single window or door surface can be covered by signage.
- **Sail Signs**: A new definition of "sail sign" has been added and it's been clarified that these signs are prohibited.
- **String and Tube Lights**: Signs consisting of illuminated tubing or strings of lights outlining sections of the building have been added to the list of prohibited signs.
- **Historic District Signage**: A provision was added to require any illuminated sign in a local historic district be indirectly illuminated to match the Historic District Design Guidelines.
- **Shopping Center Signage**: Language was added to clarify limits on signage when sign plans don't exist for B-1, Shopping Center District properties. Individual businesses will be allowed two square feet of wall signage per linear foot of their tenant space and the total shopping center will be allowed one freestanding sign up to 150 square feet.
- **Sign Refacing**: A definition for "sign reface" has been added and the fee schedule has been updated to $50.00 for sign refacing.

COMPREHENSIVE PLAN CONSIDERATIONS:

Staff believe the proposed text amendment is supported by the PetersburgNEXT Comprehensive Plan. The plan refers to attractive signage as a way to promote civic pride and enhance community character, noting signs elevate the appearance of the city and create a sense of place. The plan encourages improving existing signs in the city, particularly in Corridor Commercial areas, as well as using signs to establish appropriate transitions between different areas. Additionally, the plan states that citizens routinely cite the historic and attractive downtown as one of the city's strengths. The goal of the text amendment is to improve the look of signage throughout the city in accordance with these principles.

CITY COUNCIL MEETING

SEPTEMBER, 2025

2025-ZTA-05:

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

Petersburg VIRGINIA

Background

- Sign Ordinance included under zoning; regulates size, placement, types of signs allowed in city
- Frequent complaints about certain types of signage, but these signs are unrestricted or unregulated currently; goal is to have consistent and attractive signage
- Several sections of the Sign Ordinance are unclear and leave staff without reference to interpret whether signs are allowed in certain cases

Existing issues – window signs



Existing issues – flag/sail signs



Existing issues – signs in Historic Districts



Existing issues – rules for shopping center signage



Proposed Changes

- Window signs:
  - Definition - 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
  - No exemption for unlit signs
  - Window signs can obscure no more than 20% of any window or door whether an individual sign or a combination of signs
  - Signs consisting of illuminated tubing or strings of lights outlining building faces or show windows are prohibited

Proposed Changes

- Sail/Feather/Flag signs:
  - Definition - 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.
  - Sail signs are prohibited
- Signs in historic districts:
  - Signs must be indirectly lit with shielded incandescent light source

Proposed Changes

- B-1 properties without sign plan:
  - If there's no sign plan on file, individual businesses are allowed 2 square feet of wall signage for each linear foot of their tenant space
  - Overall shopping center would be allowed a 150 square foot freestanding sign
- Sign reface:
  - Definition - 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
  - $50.00 permit fee to apply for refacing rather than $150.00 fee

Comprehensive Plan Considerations

- Attractive signage promotes civic pride and enhances community character; signs elevate the appearance of the city and create a sense of place
- Encouraged to improve existing signs in the city, especially in Corridor Commercial areas
- Many citizens cite the historic and attractive downtown as one of the city's strengths; goal of amendment is to improve look of signage city-wide

Additional Considerations

- A total overhaul of the sign ordinance is planned with the overall Zoning Ordinance rewrite; currently looking to address specific issues that we're encountering

- With upcoming developments, emphasis on having attractive and cohesive signage throughout the city

- Signs are protected by First Amendment and we cannot regulate the content of signs, only size, placement, quantity, etc.

Recommendation

Planning Commission recommended approval of the text amendment as drafted in a 5 (aye) to 1 (nay) vote with one abstention.

Questions for staff?

CITY COUNCIL MEETING

OCTOBER 7, 2025

Staff Presentation:

Overview of Sign Ordinance and Proposed Amendments

Petersburg VIRGINIA

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?

AN ORDINANCE TO AMEND AND READOPT ARTICLE 21. – SIGN REGULATIONS AND ARTICLE 31. – PERMITS, PLATS, AND FILING FEES AS SET FORTH IN 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

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 21. – Sign Regulations which deals with advertising devices in the city and Article 31. – Permits, Plats, and Filing Fees which deals with permit review costs; and

WHEREAS, Planning staff currently receive complaints regarding several types of signs throughout the city, including window signs, sail signs, illuminated signs, and inappropriate signs in the local historic districts; and

WHEREAS, there are several sections of the ordinance which provide unclear guidance where and if certain types of signs are allowed, including sail signs and new signs in the B-1, Shopping Center Zoning District; and

WHEREAS, The City Council supports updating the regulations to better address issues with existing signs and to clarify rules for the location and size of certain signs; and

WHEREAS, the City Council supports introducing a new fee at a lower cost for permits to reface existing signage when no new supports or cabinets are required; and

WHEREAS, the PetersburgNEXT Comprehensive Plan states signs elevate the appearance of the city and encourages improving the look of signs in the commercial districts ; AND

WHEREAS, on July 10, 2025 the Planning Commission recommended approval of the proposed amendment of the Zoning Ordinance as drafted; and

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

NOW THEREFORE BE IT ORDAINED that the City Council does hereby approve an ordinance amending and readopting Article 21. – Sign Regulations and Article 31 – Permits, Plats, and Filing Fees as set forth in the Zoning Ordinance as indicated in Exhibit A.

ARTICLE 21. SIGN REGULATION

Section 4. Definitions.

For the purpose of this article, and not withstanding other provisions elsewhere in this article, certain terms and words pertaining to signs are hereby defined as follows:

(1) *Historic area.* Historic area means an area designated by ordinance as containing buildings or places in which historic events occurred, or which have special public value because of notable architectural or other features relating to the cultural or artistic heritage of the community of such significance as to warrant conservation and preservation.

(2) *Nonconforming sign structure.* A nonconforming sign structure shall be any lawfully erected sign structure that fails to meet current ordinance standards.

(3) *Sign.* A sign is any structure, or part thereof, or any device attached to, painted on, or represented on a building, fence, or other structure, upon which is displayed or included any letter, word, numeral, picture, illustration or decoration, emblem, symbol or trademark, flag, banner, or pennant, or other device, figure, or character used as, or which is in the nature of, an announcement, direction, advertisement or other attention-directing device, and which is visible beyond the boundaries of the parcel of land on which the same is located.

a. A sign shall not include:

1. A similar structure or device located within a building, except ~~illuminated signs within show~~ windows~~s~~ signs as defined below;

2. Official court or public notices; or

3. The painted or posted message on a properly permitted general advertising sign structure.

(4) *Sign, abandoned.* Any accessory or business sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity located, conducted, or sold on the premises upon which such sign is located, which use has been discontinued for a continuous period of two years.

(5) *Sign, accessory or business.* A sign directing attention to a business, commodity, service or entertainment conducted, sold or offered on the same premises upon which the sign is located and not included as exemptions in section 5 of this article.

(6) *Sign, billboard.* A general advertising sign owned or operated by a person engaged in the business of outdoor advertising licensed by the department of transportation, Code of Virginia § 33.1-361.

(7) *Sign, changeable message.* Any changeable message sign that is illuminated, stationary and constant and does not change more than once every eight seconds shall be permitted, including a billboard sign which contains electronic messaging as expressly authorized by the Code of Virginia in § 33.1-369.

(8) *Sign, face, surface area.* The surface area of a sign shall be computed as including 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. One side of a double-faced sign, whose sign faces are parallel and are at no point more than two feet from one another, shall be included in the computation of total sign area; for all other signs with more than one face, each side shall be included in the computation of total sign area.

(9) *Sign, flashing.* Any sign displaying flashing or intermittent lights, changing in degrees of intensity, which constitutes public safety or traffic hazard in the judgment of the city's traffic engineer.

(10) *Sign, freestanding or ground.* A non-movable sign supported by a fence, retaining wall or by upright structural members or braces on or in the ground and not attached to a building.

(11) *Sign, general advertising.* Any sign which directs attention to a business, commodity, service or entertainment not conducted, sold, or offered on the same premises upon which such sign is located, except a wall sign that is determined to be historic by the architectural review board. General advertising sign includes a "billboard sign" as defined in this article, however, any general advertising or billboard sign owned or operated by the city shall not be subject to the provisions of this article.

(12) *Sign, height.* The vertical distance from the average street grade or from the average lot grade of the real property upon which the sign is located, at the required minimum front setback line for signs, whichever allows for the greater height, to the highest point of the sign.

(13) *Sign, illuminated.* Any sign designed to give forth artificial light, or designed to reflect light from one or more sources of artificial light erected to provide light for the sign.

(14) *Sign, portable.* Any sign not permanently affixed to the ground nor to a building, which is designed or constructed in such manner that it can be moved or relocated without involving any structural or support changes (including a sign attached to or displayed on a vehicle that is used for the express purpose of advertising a business establishment, product or service when the vehicle is parked so as to attract the attention of motoring or pedestrian traffic).

(15) *Sign, projecting.* Any sign which is attached to and projects more than 12 inches from the face of a wall of a building.

(16) *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.

(17) *Sign, roof.* Any sign painted, erected, or constructed upon or above the roof of a building or structure, or part thereof; any sign that projects above the intersection of the roof decking and wall face; or any sign that extends above the eave or parapet shall be deemed to be a roof sign.

(18) *Sign, sandwich board.* Portable, freestanding sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sidewalk or A-frame sign.

(19) *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.

(20) *Sign, temporary.* A sign which advertises community or civic projects or special events on a temporary basis. Temporary signs for community or civic projects or special events shall be permitted only for events of public interest, e.g. fairs, carnivals, community gatherings, or other similar events.

(21) *Sign, wall.* A sign attached to or painted on or otherwise inscribed on the outside wall of a building and supported throughout its length by such wall or building and not extending more than 12 inches from the building wall.

(22) *Sign, window.* 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.

(23) *Structure.* Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground, including, but not limited to, advertising signs, billboard signs, main buildings, outbuildings, fences, walls, lamp posts, light fixtures and, posterboards.

(24) *Structural alterations.* Any change in the supporting members of a building or structure, including, but not limited to, bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls, provided that in order to be a structural alteration, the alteration shall meet the criteria otherwise provided in the Uniform Statewide Building Code.

Section 6. Prohibited signs.

The following signs shall be prohibited in all districts:

6.1. Signs which by reason of their location, position, size, shape, color, design or means of illumination may be construed as or confused with, or may interfere with, obstruct or obscure the view of all or any portion of a traffic control sign, signal, or device.

6.2. Signs which imitate an official sign or signal or which contain the words "stop," "go," "slow," "yield," "caution," "danger," "warning" or similar words which imply any official warning or command or which may imply the need for special actions on the part of any vehicle operator or pedestrian.

6.3. Any flashing sign.

6.4. Signs which contain or consist of pennants, ribbons, streamers, spinners, strings of light bulbs, or other similar moving devices. 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 B, 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.

6.5. Any sign or means of sign illumination which causes glare into or upon any building other than the building to which the sign may be related.

6.6. Any sign affixed to, hung, placed, or painted on any other sign, cliff, tree, public utility pole, radio or television or similar tower, provided that this prohibition shall not affect official traffic, parking or informational signs placed on utility poles by the city government.

6.7. All portable or nonstructural signs except for sandwich board signs, which are further regulated in this article.

6.8. Roof signs.

6.9. Signs advertising activities which are illegal under federal, state, or city laws or regulations.

6.10. General advertising signs, except billboard signs as otherwise provided herein.

6.11. Window signs which obscure more than twenty (20) percent of any window or door, whether through an individual sign or a combination of signs.

6.12 Signs consisting of illuminated tubing or strings of lights outlining property lines or open sales areas, rooflines, doors, windows, or wall edges of any building.

6.13 Sail signs as defined above.

Section 7. General regulations.

The following regulations apply generally to all signs and are in addition to the regulations contained elsewhere in this article:

7.1. Structural and safety features and electrical systems shall be in accordance with the requirements of the Uniform Statewide Building Code. All signs requiring permits shall be inspected by the zoning administrator for compliance with all the requirements of this article and by the building official for compliance with the requirements of the Uniform Statewide Building Code.

7.2. The zoning administrator, upon application as required in this article, may issue temporary permits for the following signs and displays for a period not to exceed 30 days, when in the administrator's opinion, the use of such signs and displays would be in the public interest and would not result in damage to private property including signs advertising a special civic or cultural event such as a fair or exposition, play, concert or meeting, sponsored by a governmental, civic or charitable organization.

7.3. Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.

7.4. No signs shall project over public right-of-way without the express written permission of the city manager, except for permitted flat signs which may so project not more than six inches.

7.5. The sign face of 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. An abandoned sign structure may be removed in accordance with section 15.2-2307.

7.6 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.

Section 9. Permitted signs by zoning district.

The regulations set forth in this section pertain to the various types and specifications for signs expressly permitted in each designated zoning district, except for billboard signs which are addressed in section 10.14 of this article.

9.1. In District R-B, regulations shall be established in accordance with article 13, section 2.

9.2. The maximum advertising display area for accessory or business signs in the mixed use districts (~~MSD~~ MXD) shall not exceed 25 square feet.

9.3. In District B-1, regulations shall be established in accordance with article 14, section 6. 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.

9.4. The maximum advertising display area for accessory or business signs in District B-2 shall not exceed 150 square feet.

9.5. The maximum advertising display area for accessory or business signs in Districts B-3 shall not exceed 125 square feet.

9.6. In Districts M-1 and M-2, sign area shall not exceed in the aggregate three square feet in area per linear foot of building frontage, such frontage shall be measured as the longest horizontal dimension of the building and which does not pass through or between any adjacent elements of same, provided, however, no such sign or signs shall exceed an aggregate total of 350 square feet in area.

9.7. No part of any freestanding or projecting sign shall be higher than 25 feet from grade.

Section 11. Signs permitted in local historic districts.

Before any sign shall be painted, erected, or constructed in local-designated historical areas, a certificate of appropriateness shall be obtained from the architectural review board, in accordance with the provisions of article 35 of this appendix. Notwithstanding the sign regulations established herein, the architectural review board, in approving a sign, may further regulate such sign with respect to area, height, placement, materials, color, lighting, graphics, lettering or architectural styling, provided that area and height limitations established herein are not exceeded. Sandwich board signs are not subject to this review. Any illuminated sign erected or constructed in a local-designated historical area shall be indirectly illuminated with a shielded, incandescent light source.

ARTICLE 31. PERMITS, PLATS, AND FILING FEES

Section 3. [Filing Fees.]

(1) Fee schedule:

Home occupation permits: $50.00

Zoning permits: $50.00

Zoning confirmation letters: $100.00 ($500.00 expedited)

Site plans: $800.00 + $50.00 for every acre or part thereof disturbed more than one acre

Site plan re-review: $250.00

DMV zoning confirmation: $100.00

Temporary sign permit: $75.00

Permanent signs: $150.00

Sign Refacing: $50.00

Zoning ordinance amendment: $1,500.00

Rezoning: $1,500.00

Special use permit: $1,500.00

Plan amendments: $1,500.00

Variance: $500.00

Appeal of zoning administrator: $500.00

Special exception: $500.00

Substantial Accord Review per Code of Virginia Section 15.2-2232: $500 if Public Hearing is required

(2) The submission of fees at the time of application and the payment of fees prior to application is required.

(3) Prior to the initiation of an application any delinquent real estate taxes, nuisance charges, stormwater management utility fees, and any other charges that constitute a lien on the subject property, that are owed to the locality and have been properly assessed against the subject property, have been paid.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 14, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: John "March" Altman, Jr, City Manager

FROM: Jim Reid , Director of Code Enforcement

RE: UNARMEND SPECIAL CONSERVATORS OF THE PEACE

PURPOSE: UNARMED Special Conservators of the Peace authority will allow Code Enforcement staff the ability to execute criminal summons for violations of Building and Property Maintenance Code and other ordinances Code Enforcement is responsible to enforce.

REASON: Code Enforcement has called Police to execute criminal summons which ties up Police assets for excessive amounts of time.

RECOMMENDATION: Adoption of this ordinance to allow Code Enforcement to operate more efficiently.

BACKGROUND: Code Enforcement obtain criminal summons from the Magistrate but has to call Police and arrange a time to execute criminal sununons with the property owner, this has been difficult with high calls for se1vice from the Police Department. With UNARMEND SPECIAL CONSERVATORS OF THE PEACE powers, staff will only call Police to stand by for safety reasons and not to execute the summons.

COST TO CITY: Cost for UNARMED SPECIAL CONSERVATORS OF THE PEACE training at a Department of Criminal Justice approved training site (approximatelytwo weeks)-Completed by three staff members.

BUDGETED ITEM:Training was paid for out of last year's budget.

REVENUE TO CITY: *NIA*

CITY COUNCIL HEARING DATE: October 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: *NIA*

AFFECTED AGENCIES: *NIA*

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 2nd read for consideration and adoption.

REQUIRED CHANGES TO WORK PROGRAMS: *NIA*

ATTACHMENTS: Ordinance

STAFF: Jim Reid, Director of Code Enforcement

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: Febmary 4, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Jim Reid, Director of Code Enforcement

RE: **First Read and to Schedule a Public Hearing of an Ordinance to Amend and Re-Adopt Section 22-2 of the Code of Virginia to Include Subsection (F) Authorizing the Appointment of Unarmed Special Conservators of the Peace - Pages 230-233**

PURPOSE: Unmmed Special Conservators of the Peace authority will allow Code Enforcement staff the ability to execute criminal summons for violations of Building and Property Maintenance Code and other ordinances Code Enforcement is responsible to enforce.

REASON: Code Enforcement has called Police to execute criminal summons which is ties up Police assets for excessive amounts of time.

RECOMMENDATION: Adoption of this ordinance to allow Code Enforcement to operate more efficiently.

BACKGROUND: Code Enforcement obtain criminal summons from the Magistrate but has to call Police and arrange a time to execute criminal summons with the property owner, this has been difficult with high calls for service with the Police Department. With UNARMEND SPECIAL CONSERVATORS OF THE PEACE powers, staff will only call Police to stand by for safety reasons and not to execute the summons.

COST TO CITY: Cost for UNARMED SPECIAL CONSERVATORS OF THE PEACE training at a Department of Criminal Justice approved training site (approximately two weeks).

BUDGETED ITEM: Training will be paid out of the existing budget.

REVENUE TO CITY: *NIA*

CITY COUNCIL HEARING DATE: *21412025*

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: *NI* A

AFFECTED AGENCIES: *NIA*

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: *NIA*

REQUIRED CHANGES TO WORK PROGRAMS: *NIA*

ATTACHMENTS:

I. Sec._22_2._Violations_of_chapter. (2)

AN ORDINANCE TO AMEND AND RE-ADOPT SECTION 22-2 OF THE CODE OF VIRGINIA TO INCLUDE SUBSECTION (F) AUTHORIZING THE APPOINTMENT OF UNARMED SPECIAL CONSERVATORS OF THE PEACE

WHEREAS, the §19.2-13 of the Code of Virginia authorizes the appointment of Special Conservators of the Peace; and

WHEREAS, Section 22-2 of the Petersburg City Code authorizes Code Enforcement Officers to obtain criminal summonses for violations of the Building Code and other violations of the City Code; and

WHEREAS, it is believed that amending Section 22-2 to authorize the Manager to designate specific Code Enforcement Officers to qualify as unarmed Conservators of the Peace for the limited purpose of serving such summonses would be beneficial to Building Code Enforcement efforts.

NOW therefore be ii ORDAINED that Section 22-2 is hereby amended and re-adopted to include subsection (f) as follows:

Sec. 22-2. Violations of chapter.

(a) Except as otherwise specifically provided, a violation of any provision of this chapter, including any portion of the building code adopted by section 22-31 below, shall constitute a misdemeanor. Any owner or any other person, firm or corporation convicted of such a violation shall be punished by a fine of not more than $2,500.00. In addition, each day the violation continues after conviction or the court ordered abatement period has expired shall constitute a separate offense. If the violation remains uncorrected at the time of the conviction, the court shall order the violator to abate or remedy the violation. Except as otherwise provided by the court for good cause shown, any such violator shall abate or remedy the violation within six months of the date of conviction. Each day during which the violation continues after the court ordered abatement period has ended shall constitute a separate offense. Any person convicted of a second offense committed within less than five years after a first offense under this chapter shall be punished by a fine of not less than $1,000.00 nor more than $2,500.00. Any person convicted of a second offense committed within a period of five to ten years of a first offense under this chapter shall be punished by a fine of not less than $500.00 nor more than $2,500.00. Any person convicted of a third or subsequent offense involving the same property committed within ten years of an offense under this chapter, after having been at least twice previously convicted, shall be punished by confinement in jail for not more than ten days and a fine of not less than $2,500.00 nor more than $5,000.00, either or both. No portion of the fine imposed for such third or subsequent offense committed within ten years of an offense under this chapter shall be suspended.

(b) The imposition of a penalty for a violation of this chapter or any lawful order issued hereunder shall not preclude the city attorney from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation or prevent Illegal occupancy of a building, structure or premises, or stop an illegal **act, conduct, business or use of a building or structure in or about any premises.**

(c) Any owner or any other person, firm or corporation, or agent who shall retaliate against a tenant by **increasing rent or decreasing services or by terminating a rental agreement because the tenant reported a**

violation of the provisions of this chapter to either the building code official or the building maintenance code official or because the tenant cooperated with either the building code official or the building maintenance code official in an investigation shall be guilty of a violation of this chapter and shall be punished as provided in this chapter.

(d) In lieu of any criminal penalty otherwise chargeable under the Virginia Uniform Statewide Building Code or by Section 36-106 of the Code of Virginia, 1950 as amended, and pursuant to Section 15.2-2209 and section 22-2(a) of this chapter, civil penalties may be levied for certain violations of the Virginia Uniform Statewide Building Code in accordance with this section.

(1) Violations subject to civil penalty. Every violation of Part III of the Virginia Uniform Statewide Building Code, known as the Virginia Maintenance Code, shall be subject to civil penalty in accordance with this section, however, that any violation of Section 105 of the Virginia Maintenance Code relating to unfit structures or structures unfit for human habitation shall be prosecuted as a misdemeanor offense as is otherwise provided by this Code.

(el Any person who, having been served with a notice of violation to abate or remedy a violation of a kind provided in subparagraph (d) of this section, shall fail to comply with such order within ten days after such service or shall continue the violation with respect to the violation named in such notice shall be subject to a civil penalty of $100.00 for the initial summons or violation, and $150.00 for each additional summons or violation. Each day during which the violation is found to have existed shall constitute a separate offense. Specified violations arising from the same operative set of facts shall not be charged more frequently than once in any ten-day period, and a series of specified violations arising from the same operative set of facts shall not result in civil penalties which exceed a total of $3,000.00. Utilization of the civil penalty provided by this subsection shall preclude criminal sanctions for the same offense.

(f) The City Manager may designate persons within the Building Code Enforcement Department who may, with the concurrence of the Chief of Police after having performed a background investigation as required by the Code of Virginia. be certified as unarmed Special Conservators of the Peace for the limited purpose of serving criminal summonses obtained against violators pursuant to this Section.

(Ord. No. 07-53, 6-19-2007; Ord. No. 19-56, 12-10-2019)

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **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**

PURPOSE: City Council to take action on a special use permit request to operate an assisted living facility at 36 West Fillmore Street.

REASON: The applicant is seeking to reestablish the assisted living facility at 36 West Fillmore Street; the Board of Zoning Appeals determined the use is not legally nonconforming, meaning a special use permit is required.

RECOMMENDATION: A recommendation from the Planning Commission will be made at its October 16 special meeting

BACKGROUND: 1. 1950s-2022 - Assisted living facility constructed and operated at 36 West Fillmore Street.
2. August-September, 2022 - Fillmore Place facility ceased operation following decision by Department of Social Services to deny license renewal.
3. October, 2022 - Current owner, SP-Thirteen Properties, LLC purchased the property.
4. November, 2022 - October, 2024 - Property owner completed renovations of the existing facilities to re-establish assisted living facility use.
5. March 21, 2023 - City Council adopted an ordinance requiring a special use permit for the operation of an assisted living facility.
6. October-December, 2024 - Property owner filed a request for a business license to reestablish the assisted living facility use; the request was approved by the Zoning Administrator after determining the use was considered legal nonconforming.
7. April 24, 2025 - Board of Zoning Appeals overturned the Zoning Administrator's determination that an assisted living facility was a legal nonconforming use of the subject property and determined the property would need an approved special use permit to operate the proposed facility.
8. August 13, 2025 - Application for special use permit was received.
9. September 2, 2025 – Joint public hearing held on request by Planning Commission and City Council; Planning Commission Recommended deferral of the project to consider additional conditions for the use

10. October 7, 2025 – City Council voted to direct Planning Commission to provide a recommendation by October 21, 2025
11. October 16, 2025 – Planning Commission special meeting scheduled to discuss and make recommendation on request

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 9/2/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:
1. 25-SUP-03 Memo
2. 25-SUP-03 Presentation
3. Draft Ordinance 25-SUP-03
4. Application
5. Plot and Floor Plans
6. Elevations
7. Interior Renovations
8. 2024 Zoning Determination
9. 2025 BZA Decision
10. Zoning Map
11. Future Land Use Map
12. Adjoining Property Owners

City of Petersburg

MEMORANDUM

UPDATE – NEW INFORMATION IN RED

DATE: October 21, 2025

TO: City Council

FROM: Planning and Community Development

RE: 2025-SUP-03: Consideration of an ordinance approving 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.

EXECUTIVE SUMMARY

The applicant is seeking to operate an assisted living facility in an existing structure at 36 West Fillmore Street in the R-B, Office-Apartment Zoning District. The property is located in the Poplar Lawn Historic District and is designated as a Historic Core Neighborhood area on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. The proposed use, if permitted, will be subject to any conditions recommended by Planning Commission and accepted by City Council.

CHRONOLOGY OF EVENTS

1. 1950s-2022 – Assisted living facility constructed and operated at subject property (major additions around 1980
2. August-September, 2022 – Fillmore Place assisted living facility ceased operation following decision by Department of Social Services to deny license renewal
3. October, 2022 – Current owner purchased the subject property
4. November, 2022 – October, 2024 - Property owner completed renovations of the existing facilities to re-establish assisted living facility use
5. March 21, 2023 – City Council adopted an ordinance requiring a special use permit for the operation of an assisted living facility.
6. October-December 2024, Property owner filed a request for a business license to reestablish the assisted living facility use; the request was approved by the Zoning Administrator after determining the use was considered legal nonconforming.
7. April 24, 2025 – Board of Zoning Appeals overturned the Zoning Administrator's determination that an assisted living facility was a legal nonconforming use of the

subject property and determined the property would need an approved special use permit to operate the proposed facility.

8. August 13, 2025 – Application for special use permit received
9. September 2, 2025 – Joint public hearing held on request by Planning Commission and City Council; Planning Commission Recommended deferral of the project to consider additional conditions for the use
10. October 7, 2025 – City Council voted to direct Planning Commission to provide a recommendation by October 21, 2025
11. October 16, 2025 – Planning Commission special meeting scheduled to discuss and make recommendation on request

REQUEST

The subject property totals 1.3 acres and is located southeast of the intersection of Harrison and West Fillmore Streets. The property includes an existing approximately 22,350-square-foot structure which historically operated as an assisted living facility and has been renovated by the applicant. The applicant is seeking to re-establish the assisted living use in the existing structure. Currently, a special use permit is required to operate an assisted facility within the city.

The Zoning Ordinance defines an assisted living facility as "a residential facility, other than a group home, where more than eight residents who are not related by blood or marriage receive assistance with activities of daily living or therapeutic care, regardless of whether licensed by a governmental agency or not."

According to the application, the renovated building will serve as a state-licensed residential facility for aged and infirmed individuals. The facility will provide daily care and monitoring, including medical oversight, medication and nutrition management, and supportive services such as therapeutic programming, meals and laundry. The facility will include 24-hour staffing and surveillance to address immediate resident needs and emergencies. The applicant has stated the facility will provide an option for aging citizens to age in place and avoid premature nursing home placement.

The application was accompanied by a plot plan and floor plans showing the layout of the property and the facility as well as exterior elevations showing the existing building and photos of the interior renovations. The property includes on-site parking as well as a central courtyard and outdoor terrace and the building includes office and medicine-storage areas, a day room, kitchen, dining and laundry facilities, and between 50 and 60 beds for residents.

Per Article 23 of the Zoning Ordinance, Council may grant approval of a special use permit when public health, safety, moral and general welfare will not be adversely affected, and provided that necessary safeguards will be provided to protect surrounding property, persons, and neighborhood values from a proposed use.

BACKGROUND

The facility on the subject property was built circa 1950 and originally operated as Petersburg Home for Ladies. Major additions were made to the facility in the early 1980's and the property continued to be operated as an assisted living facility, though with several iterations, through September of 2022. At that time, the current facility, Fillmore Place, ceased operations following a decision by the Department of Social Services to disapprove the

renewal of its licensing due to the condition of the facility and multiple violations for sanitary conditions, record keeping, and staff training.

In October of 2022, the current owner, SP-Thirteen Properties, LLC, purchased the property. From November of 2022 through October of 2024, the owner applied for several building permits and completed interior and exterior building renovations, including plumbing, electrical, and structural improvements, with the intention of reestablishing the assisted living facility use. According to the applicant, 1.8 million dollars were invested into the renovation of the facilities. In March of 2023, the Zoning Ordinance was amended to require special use permits for the operation of assisted living facilities, meaning any existing facilities would be considered legal non-conforming unless the use terminates for more than two years.

The owner applied for a certificate of occupancy and business license in October, 2024 to officially begin operations of an assisted living facility at the subject property. The application was reviewed by the city's Zoning Administrator, who determined the property owner had attained vested rights in the use of the property as an assisted living facility through the issuance of building permits and the associated financial investment. The Zoning Administrator made an official determination that the use was legally nonconforming per the Code of Virginia Section 15.2-2307 and Article 24 of the Zoning Ordinance. Since the vested rights were obtained during the two-year window for legal nonconforming uses, the Zoning Administrator approved the requests for a business license and certificate of occupancy to operate an assisted living facility on the subject property.

Subsequently, the Zoning Administrator's determination was appealed to the Board of Zoning Appeals by Historical Poplar Lawn Association and Ravenscroft Ventures, LLC. On April 24, 2025, the Board of Zoning Appeals voted to overturn the Zoning Administrator's determination, meaning the use is not considered legal nonconforming and an approved special use permit is required before an assisted living facility can be operated on the subject property.

JOINT PUBLIC HEARING

A special joint meeting between the Planning Commission and City Council was held on September 2, 2025 to hold a public hearing on the subject request. During the public comment period, approximately 26 individuals spoke on the request. Several concerns about the proposed facility were raised, including the potential behavior of residents, staff credentials and living conditions, appropriate oversight of facility operations, and impacts to surrounding properties. Additionally, support for the request was expressed by some speakers who noted the need for such a facility.

The applicant's agent was present to provide an overview of the project and respond to questions from the Planning Commission and City Council. Questions were raised regarding the type of treatment and services that would be provided and the type of residents which could accepted into the facility, particularly whether individuals with negative behavioral patterns could be accepted. City Council also questioned staff about the total number of assisted-living facilities already located within the facility and whether conditions could be placed to limit or prohibit residents who may display abusive, aggressive, or disruptive behavior.

Following the public hearing and discussion on the request, the Planning Commission voted

to table the request until the October regular Planning Commission meeting and requested staff bring additional conditions for consideration.

The regular October Planning Commission meeting was cancelled due to a lack of a quorum and the Planning Commission has scheduled a special meeting on October 16 to make a recommendation on the request prior to the October 21, 2025 deadline.

ADJACENT ZONING/USES

The subject property is bordered on the north and east by properties also within the R-B, Office-Apartment Zoning District. Properties to the south and to the east across Harrison Street are largely within the R-3, Two-Family Residence District, with the exception of several parcels to the northwest which are in the R-5, Multiple Dwelling District.

Adjoining land uses are largely a mix of residential, including single-family duplexes, and multi-family dwellings. The Elora Gardens Senior Community apartment homes are directly across Fillmore Street in the historic Anna P Bolling Junior High School building.

COMPREHENSIVE PLAN CONSIDERATIONS

The subject property is located within a Historic Core Neighborhood area on the Future Land Use Map of the Comprehensive Plan. The Comprehensive Plan describes Historic Core Neighborhoods as areas located in the heart of Petersburg which directly reflect the city's historic development pattern. Senior housing is noted as one of the primary land uses for Historic Core Neighborhood areas along with a mix of other dwelling types and community uses like places of worship, schools, and parks. Development principles for Historic Core Neighborhoods include the renovation and reuse of existing structures as well as provision of a variety of housing types which accommodate a diverse range of residents.

The Comprehensive Plan also notes the importance of giving older adults an opportunity to "age in place," explaining senior housing provides options for those who wish to stay in the city but are looking to transition out of homeownership. According to the plan, housing options like assisted living facilities are beneficial in providing support to residents in need of more routine medical care and daily assistance. The plan states "as Petersburg's population of older adults continues to increase, it will be important to ensure that those who desire to age in place are supported."

PUBLIC INPUT

At the September 2 public hearing, a number of citizens spoke during public comment with approximately 12 individuals speaking against the request, approximately 10 individuals speaking in support of the request and approximately 4 individuals who asked for additional information on the request.

RECOMMENDATION

If the special use permit is approved, Planning staff would recommend attaching the following conditions of approval:

1. The site and facility shall be developed and maintained in substantial accordance with the Site Plans & Elevations and Floor Plans prepared by Lawrence Ellis Williams Consulting, LLC and dated August 15, 2025.

2. The facility shall obtain and maintain appropriate licensure through the Virginia Department of Social Services to operate as an assisted living facility; failure to maintain active licensure shall result in review and possible revocation of the special use permit.
3. Qualified staff shall be on-site twenty four (24) hours per day. Repeated substantiated complaints regarding adequate staffing and resident supervision shall result in review and possible revocation of the special use permit.
4. The special use permit serves as approval for use of the property as an assisted living facility for aged and infirmed as described in the application; any expansion of the scope of services, including use of the facility as an outpatient clinic or medication assisted treatment facility is prohibited.
5. The facility shall be limited to a maximum of sixty (60) beds for residents; any expansion beyond this number shall require an amendment to the approved special use permit.
6. The development shall provide outdoor seating areas, including benches and tables, as well as at least two of the following outdoor resident amenities: gardening area(s), gazebo(s), outdoor fitness equipment, or gaming area. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to operation of the facility.
7. The on-site dumpsters shall be placed within an enclosed area consisting of opaque screening a minimum of six (6) feet in height.
8. Any new owner or operator of the facility must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved special use permit
9. This permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

CITY COUNCIL/PLANNING COMMISSION- JOINT HEARING

SEPTEMBER 2, 2025

2025-SUP-03:

Consideration of an ordinance approving 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

Petersburg VIRGINIA

Subject Property



Petersburg VIRGINIA

Case Overview

- Subject property 1.3 acres located in R-B, Office-Apartment District
- Applicant seeking to operate an assisted living facility in existing building; as of 2023, special use permit is required
- Assisted living facility defined as “a residential facility, other than a group home, where more than eight residents who are not related by blood or marriage receive assistance with activities of daily living or therapeutic care, regardless of whether licensed by a governmental agency or not”
- Special use permits may be granted if public health, safety, and welfare will not be adversely affected and if safeguards are in place to protect surrounding property, persons, and neighborhood values

Background

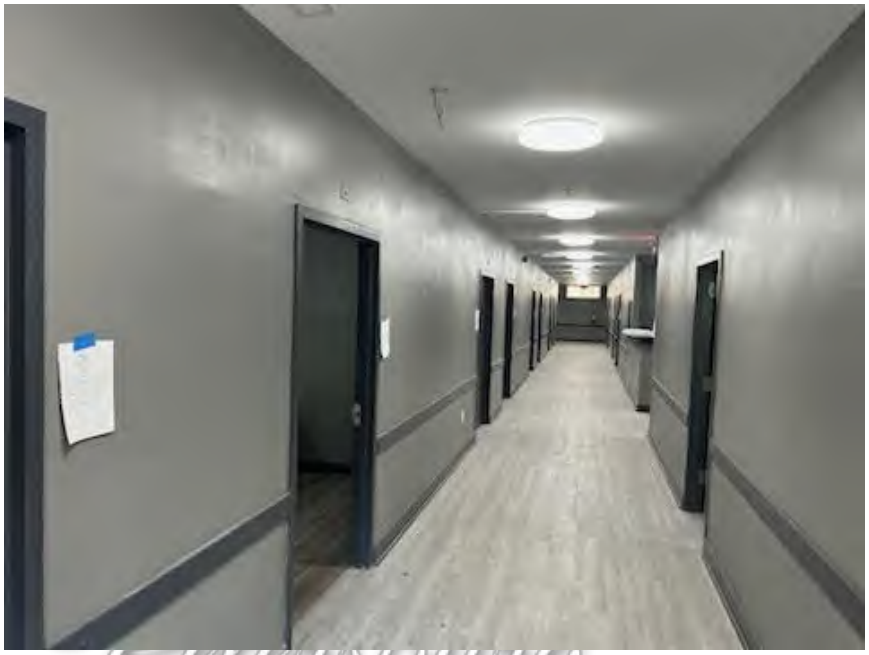
- Property historically used as assisted living facility (multiple iterations) from ca. 1950 through September, 2022 when Fillmore Place ceased operation after license revocation by Department of Social Services
- SP-Thirteen Properties LLC purchased property in October, 2022 completed renovations through October, 2024 with intent of re-establishing assisted living facility use
- Zoning Administrator determined the assisted living facility use was legally nonconforming due to owner obtaining vested rights over the course of the two years - typically, legal nonconforming status is lost if use ceases for more than two years
- Zoning Administrator determination was challenged and overturned by Board of Zoning Appeals in April, 2025, meaning SUP is required to reestablish the assisted living facility use







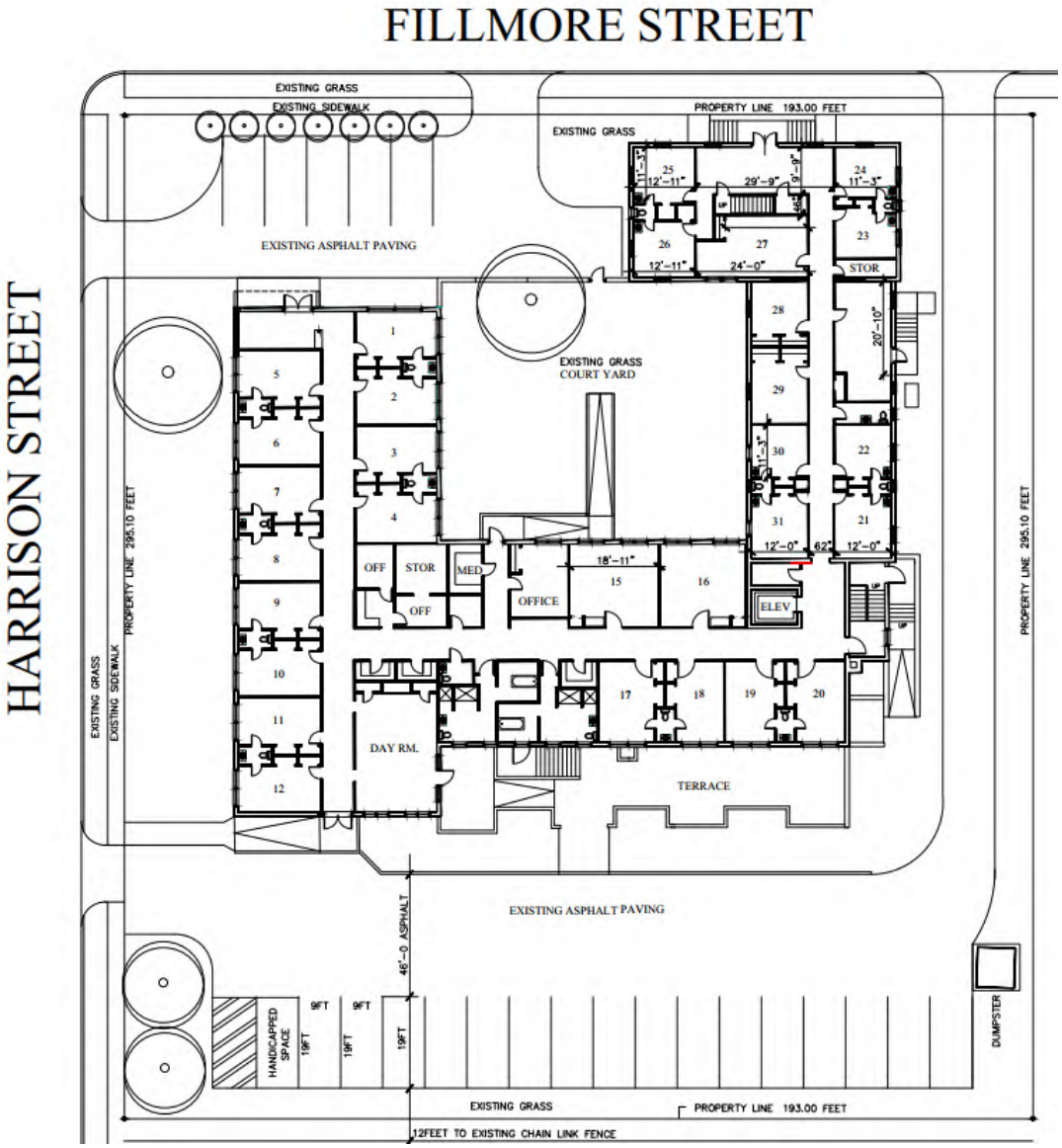




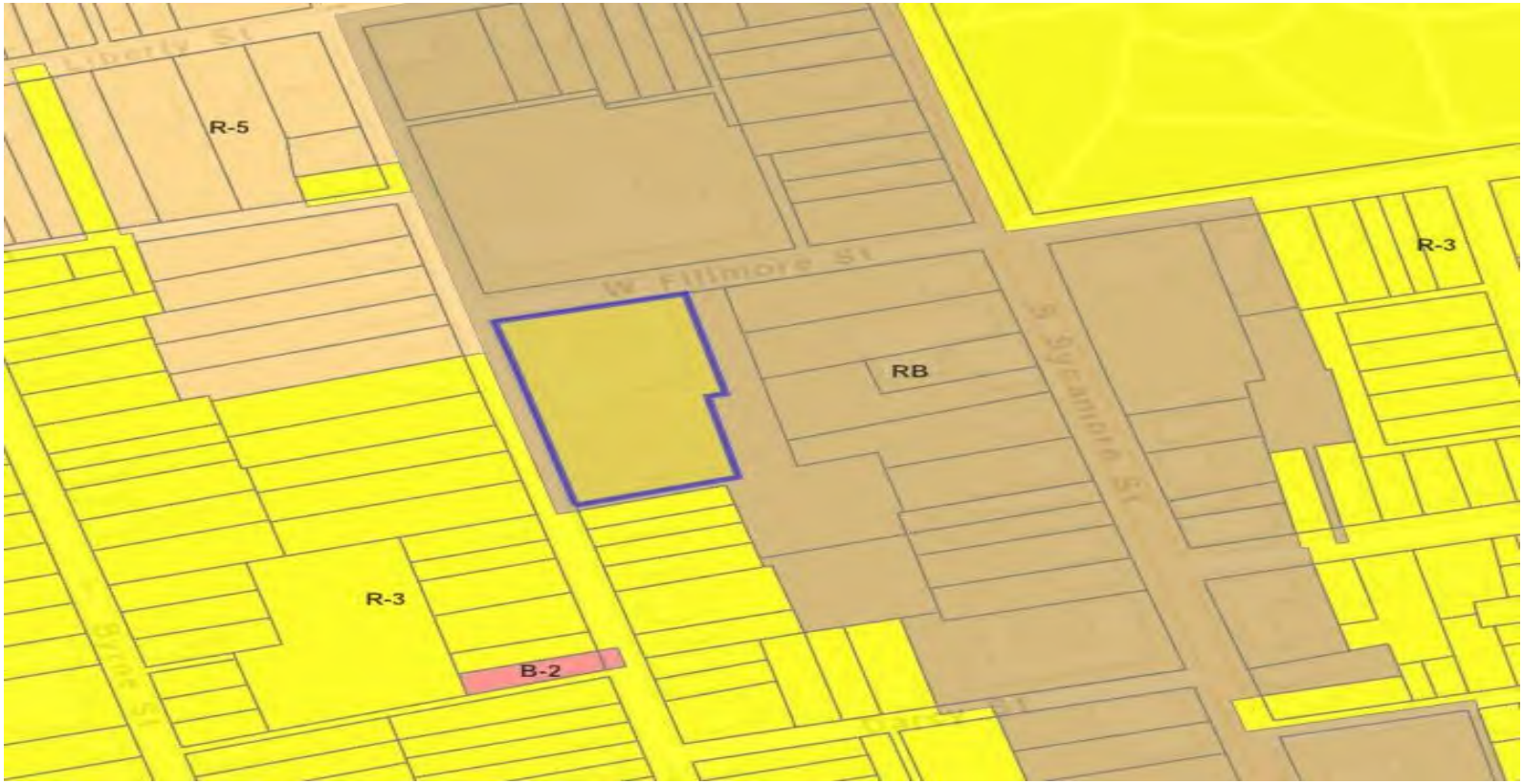


Request

- Applicant requests to operate a 50-60 bed assisted living facility within the existing ~22,350-square-foot building
- Site includes off-street parking, central courtyard, outdoor terrace; facility includes resident rooms, day room, dining and laundry facilities, and office, kitchen, and storage areas for staff
- Facility will be licensed by DSS for care of aged and/or infirmed individuals
- Services include medical oversight and therapeutic programming, medication and nutrition management, meals, and laundry
- 24-hour staffing and supervision to be provided


FILLMORE STREET
HARRISON STREET
EXISTING GRASS
EXISTING SIDEWALK
EXISTING ASPHALT PAVING
PROPERTY LINE 193.00 FEET
PROPERTY LINE 295.10 FEET
EXISTING GRASS
COURT YARD
STOR
OFF
STOR
MED
OFF
OFFICE
ELEV
DAY RM.
TERRACE
EXISTING ASPHALT PAVING
46'-0 ASPHALT
HANDICAPPED SPACE
9FT
19FT
9FT
19FT
19FT
DUMPSTER
EXISTING GRASS
PROPERTY LINE 193.00 FEET
12FEET TO EXISTING CHAIN LINK FENCE

Adjoining Zoning/Uses



Comprehensive Plan Considerations

- Designated as Historic Core Neighborhood on Future Land Use Map; senior housing is listed as a primary land use along with mix of other types of residential
- Development principles for Historic Core Neighborhoods include renovating and reusing existing structures and encouraging diversity amongst housing types and residents
- "As Petersburg's population of older adults continues to increase, it will be important to ensure that those who desire to age in place are supported"; Housing options like assisted living facilities can provide seniors with routine medical care and daily support while allowing them to stay within the community

Proposed Conditions

1. The site and facility shall be developed and maintained in substantial accordance with the Site Plans & Elevations and Floor Plans prepared by Lawrence Ellis Williams Consulting, LLC and dated August 15, 2025.

2. The facility shall obtain and maintain appropriate licensure through the Virginia Department of Social Services to operate as an assisted living facility; failure to maintain active licensure shall result in review and possible revocation of the special use permit.

3. Qualified staff shall be on-site twenty four (24) hours per day. Repeated substantiated complaints regarding adequate staffing and resident supervision shall result in review and possible revocation of the special use permit.

4. The special use permit serves as approval for use of the property as an assisted living facility for aged and infirmed only as described in the application; any expansion of the scope of services, including use of the facility as an outpatient clinic or medication assisted treatment facility is prohibited.

5. The facility shall be limited to a maximum of sixty (60) beds for residents; any expansion beyond this number shall require an amendment to the approved special use permit.

Conditions cont.

6. The development shall include outdoor seating areas, including benches and tables, as well as at least two of the following outdoor resident amenities: gardening area(s), gazebo(s), outdoor fitness equipment, or gaming area. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to operation of the facility.
7. The on-site dumpsters shall be placed within an enclosed area consisting of opaque screening a minimum of six (6) feet in height.
8. Any new owner or operator of the facility must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved special use permit
9. This permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

Additional Considerations

- Proposed use aligns with Comprehensive Plan, but some neighboring residents have raised concerns over issues with former facilities on the property

- Property owner made significant investment into the use of the property as an assisted living facility prior to determination that the use was not legally nonconforming; property owner has no affiliation with former Fillmore Place facility

- Conditions of approval are recommended to ensure quality facilities and services are provided for the residents and safeguards are put in place to address neighbor concerns and offset potential negative community impacts

Questions for staff?

AN ORDINANCE TO APPROVE PETITION FOR A SPECIAL USE PERMIT TO OPERATE AN ASSISTED LIVING FACILITY AT 36 WEST FILLMORE STREET, PARCEL IDENTIFICATION NUMBER 022360001 IN THE R-B, OFFICE-APARTMENT ZONING DISTRICT.

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

WHEREAS, assisted living facilities are a permitted use within all zoning districts subject to the approval of a special use permit; and

WHEREAS, the City received a petition from Chris Winslow of Winslow, McCurry & MacCormac, PLLC., on behalf of SP-Thirteen Properties, LLC, owner of property at 36 West Fillmore Street for a special use permit pursuant to Article 3, Section 2 of the Zoning Ordinance to operate an assisted living facility; and

WHEREAS, the subject property was historically operated as an assisted living facility from its construction in the 1950s through 2022 when the Fillmore Place facility ceased operations; and

WHEREAS, the property owner has renovated the existing building with the intent of reestablishing the assisted living facility use; and

WHEREAS, the PetersburgNEXT Comprehensive Plan designates the property as a Historic Core Neighborhood on the Future Land Use Map and states Historic Core Neighborhoods where senior housing is listed as a primary land use and the plan is supportive of providing opportunities for city residents to age in place; and

WHEREAS, Planning Commission has determined public health, safety, moral, and general will not be adversely affected by the proposed use;

WHEREAS, the Planning Commission have recommended approval of the petition subject to number of conditions as listed below to mitigate potential adverse impacts to surrounding properties and to promote general welfare; and

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

NOW THEREFORE BE IT ORDAINED that City Council does hereby approve a petition for a special use permit to operate an assisted living facility at 36 West Fillmore Street subject to the following conditions:

1. The site and facility shall be developed and maintained in substantial accordance with the Site Plans & Elevations and Floor Plans prepared by Lawrence Ellis Williams Consulting, LLC and dated August 15, 2025.
2. The facility shall obtain and maintain appropriate licensure through the Virginia Department of Social Services to operate as an assisted living facility; failure to maintain active licensure shall result in review and possible revocation of the special use permit.
3. Qualified staff shall be on-site twenty four (24) hours per day. Repeated substantiated complaints regarding adequate staffing and resident supervision shall result in review and possible revocation of the special use permit.

4. The special use permit serves as approval for use of the property as an assisted living facility for aged and infirmed as described in the application; any expansion of the scope of services, including use of the facility as an outpatient clinic or medication assisted treatment facility is prohibited.
5. The facility shall be limited to a maximum of sixty (60) beds for residents; any expansion beyond this number shall require an amendment to the approved special use permit.
6. The development shall provide outdoor seating areas, including benches and tables, as well as at least two of the following outdoor resident amenities: gardening area(s), gazebo(s), outdoor fitness equipment, or gaming area. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to operation of the facility.
7. The on-site dumpsters shall be placed within an enclosed area consisting of opaque screening a minimum of six (6) feet in height.
8. Any new owner or operator of the facility must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved special use permit
9. This permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

City of Petersburg
Department of Planning and Community Development
Zoning Administration
135 North Union Street, Room 304
Petersburg, Virginia 23803
(804) 733-2308

Special Use Permit and Rezoning Application

Date: 08/13/2025 Case Number: 400

Applicant / Owner

Applicant Name:	SP-THIRTEEN PROPERTIES LLC	Owner Name:	Stephen A. Parson
Address:	7806-C Forest Hill Ave	Address:	7806-C Forest Hill Ave, Richmond
City, State, Zip:	Richmond, VA 23225	City, State, Zip:	Richmond, VA 23225
Phone:	8044231382	Phone:	8044231382
Email:	chris@wmmlegal.com	Email:	chris@wmmlegal.com

Property

Current Zoning:	RB Office Apartment Residential
Proposed Zoning:	RB Assisted Living Facility
Tax Parcel ID:	022360001
Current Address:	36 Fillmore W Petersburg, VA 23803
Approximate Area:	56933 sq. ft.
Acres:	1.3
Public Street Frntg.:	Fillmore Street / Harrison Street

The following deed restrictions may affect the use of this property:
Restrictions Expire:

Description of Proposed Use: Assisted Living Facility

Justification for Special Use

The proposed use is in the interest of the public health, safety, morals and general welfare of the community because: (Provide a detailed statement of reasons why the proposed use should be granted).

The material impact of the proposed use will not be detrimental to the public welfare of the City nor to adjacent property owner(s) or properties located within the nearby vicinity because: (Specify reasons to substantiate this statement and/or present ways the impact may be mitigated).

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

Our assisted living facility will be advantageous to the City of Petersburg and benefit the general public welfare through multiple interconnected advantages that address critical community needs while generating positive economic and social impacts. The facility directly serves Petersburg's substantial senior population by providing essential healthcare infrastructure that reduces costly emergency services usage, prevents premature nursing home placements, and enables aging in place within the community, thereby preserving family connections and social stability. Economically, the facility creates sustainable employment opportunities in healthcare, administration, and support services while generating ongoing property tax revenue, local purchasing activity, and professional service contracts that stimulate the local economy without the environmental impacts or infrastructure strain of industrial development. The facility enhances public safety through professional 24-hour staffing that provides neighborhood surveillance, reduces crime, and ensures immediate response to emergencies, while the structured care environment prevents accidents and health crises that would otherwise burden municipal emergency services. From a community planning perspective, the facility addresses housing diversity needs by providing appropriate housing options for the aging population, supports efficient land use through higher-density senior housing, and contributes to the community's long-term sustainability by ensuring that established residents can remain in their city as they age rather than relocating to other jurisdictions. The facility promotes public health through professional medical oversight, medication management, nutritional programs, and social engagement opportunities that prevent isolation and depression among seniors, while serving as a community resource for health education and wellness programs. Additionally, the facility strengthens the community's social fabric by enabling intergenerational connections, providing volunteer and social opportunities for residents and community members, and supporting local businesses through ongoing operational needs, ultimately creating a model of community care that enhances Petersburg's reputation as a desirable place to live and age while addressing the demographic realities of an aging population. This benefits all residents.

Describe your experience with developing and maintaining the use in question (Provide references and/or examples).

SP-Thirteen Properties, LLC purchased 36 W Fillmore in 2022 and completed its $1.8m+ renovation of the property in 2024.

Justification for Rezoning

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

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

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

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

The undersigned applicant certifies that they:

SP-Thirteen Properties, LLC (a) are the owner, lessee or agent for (specified in writing)

(b) possess a proprietary interest in (contract or option agreement)

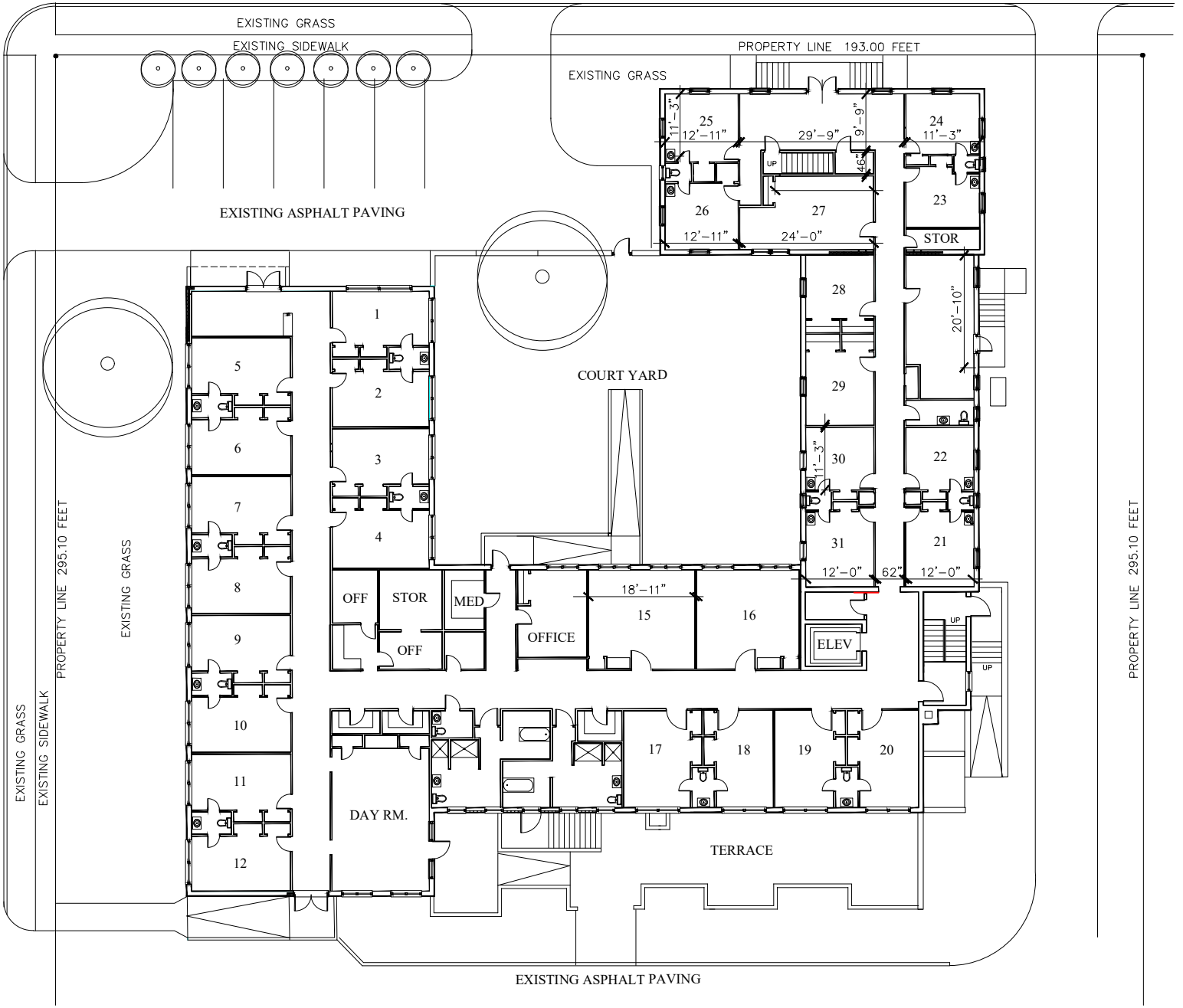
the property(ies) identified within this PETITION FOR REZONING, and that the foregoing information and statements herein provided, and all other information herewith submitted, are in all respects true and correct to the best of their knowledge and belief.

I do hereby certify that the information contained herein is true and correct.

Christopher M. Winslow, Esq., counsel to SP-Thirteen Properties, LLC	08/13/2025
Name	Date

SCALE: 1/8"=1 FOOT

0 10ft 20ft



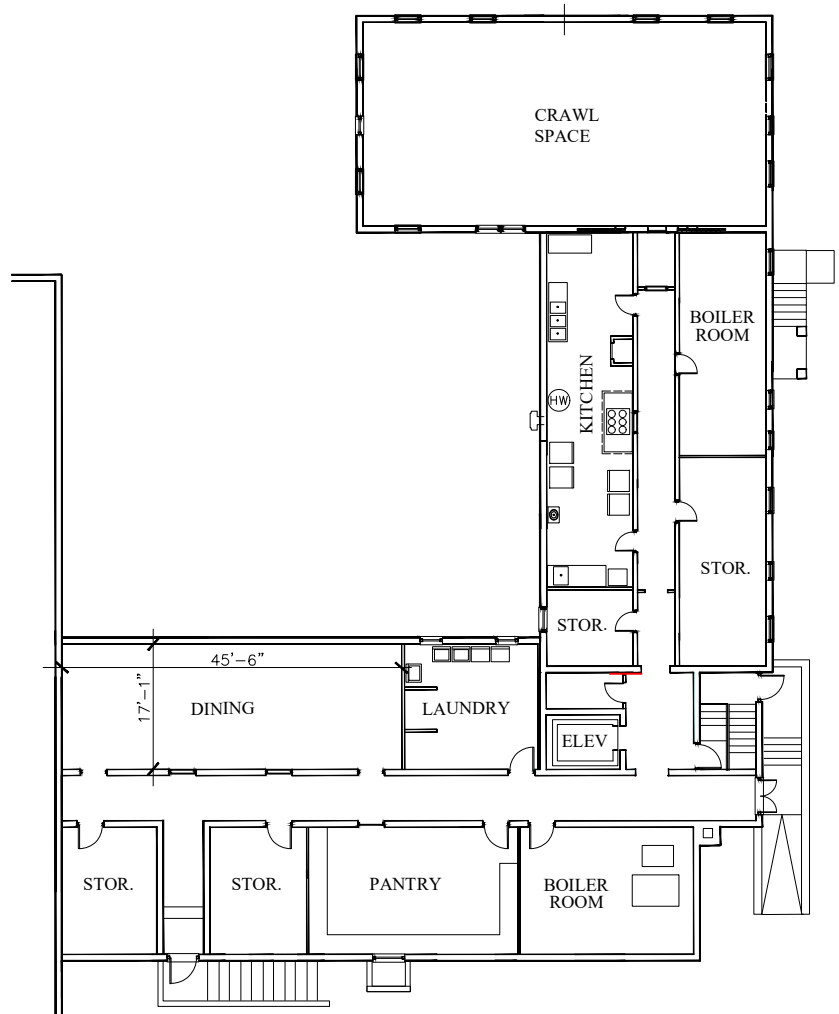
LAWRENCE ELLIS WILLIAMS CONSULTING LLC
email:williamsela@aol.com website:lawrencewilliamsarchitect.com
ARCHITECTS ENGINEERS ENVIRONMENTAL PLANNERS
CONSTRUCTION MANAGERS FACILITY MANAGERS
2518 FORD AVENUE RICHMOND, VIRGINIA 23223 TEL (804)437-5360

FIRST FLOOR PLAN

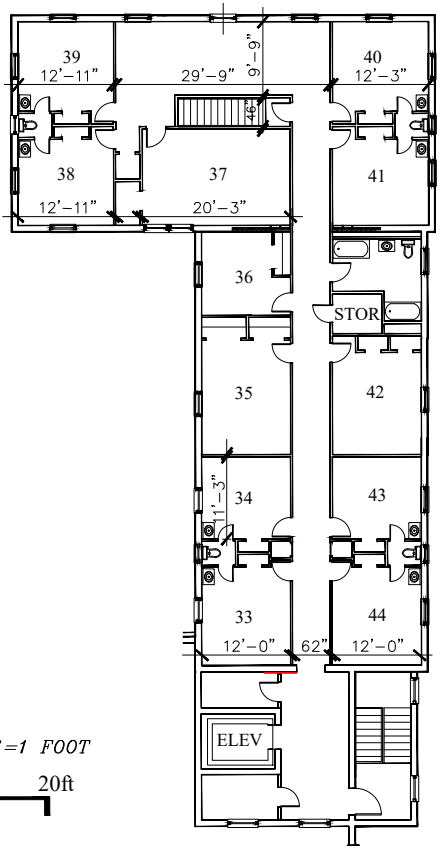
SITE ADDRESS: 36 WEST FILLMORE STREET
PETERSBURG VIRGINIA

A1

Drawn By LW 8/15/22
Issue/Revisions Date
Design Development



BASEMENT
FLOOR PLAN



SECOND
FLOOR PLAN

SCALE: *1/8"=1 FOOT*

0 10ft 20ft

N

LAWRENCE ELLIS WILLIAMS CONSULTING LLC
email: williamsla1@aol.com website: lawrencewilliamsarchitect.com
ARCHITECTS ENGINEERS ENVIRONMENTAL PLANNERS
CONSTRUCTION MANAGERS FACILITY MANAGERS
2518 FORD AVENUE RICHMOND, VIRGINIA 23223 TEL (804)437-5360

FLOOR PLANS

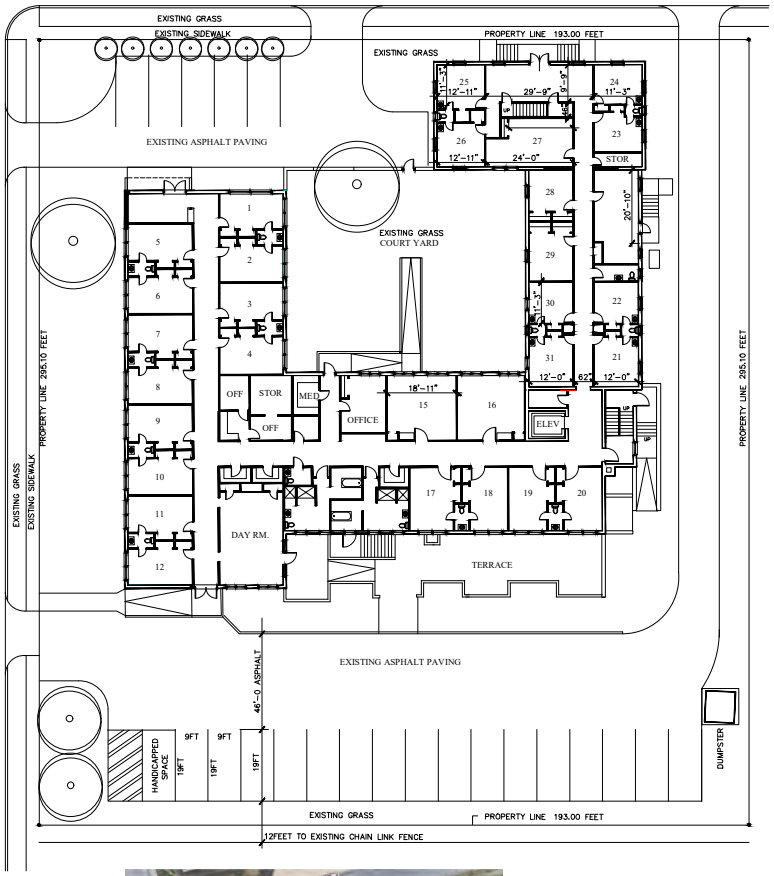
SITE ADDRESS: 36 WEST FILLMORE STREET
PETERSBURG VIRGINIA

A2

Drawn By LW 8/15/22
Issue/Revisions Date
Design Development

FILLMORE STREET

HARRISON STREET

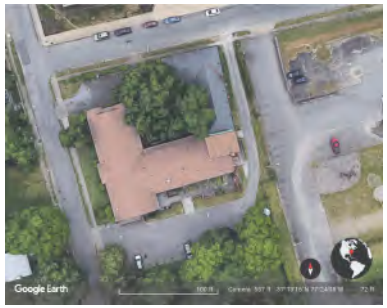


SITE PLAN

SCALE: *1/16"=1 FOOT*

0 20ft 30ft

N



VICINITY MAP





EXTERIOR ELEVATIONS
TWO STORY STRUCTURE





EXTERIOR ELEVATIONS
SINGLE STORY STRUCTURE





LAWRENCE ELLIS WILLIAMS CONSULTING LLC
email:williamsla1@aol.com website:lawrencewilliamsarchitect.com
ARCHITECTS ENGINEERS ENVIRONMENTAL PLANNERS
CONSTRUCTION MANAGERS FACILITY MANAGERS
2518 FORD AVENUE RICHMOND, VIRGINIA 23223 TEL (804)437-5360

SITE PLAN & ELEVATIONS

SITE ADDRESS: 36 WEST FILLMORE STREET
PETERSBURG VIRGINIA

A1

Drawn By LW 8/15/22
Issue/Revisions Date
Design Development















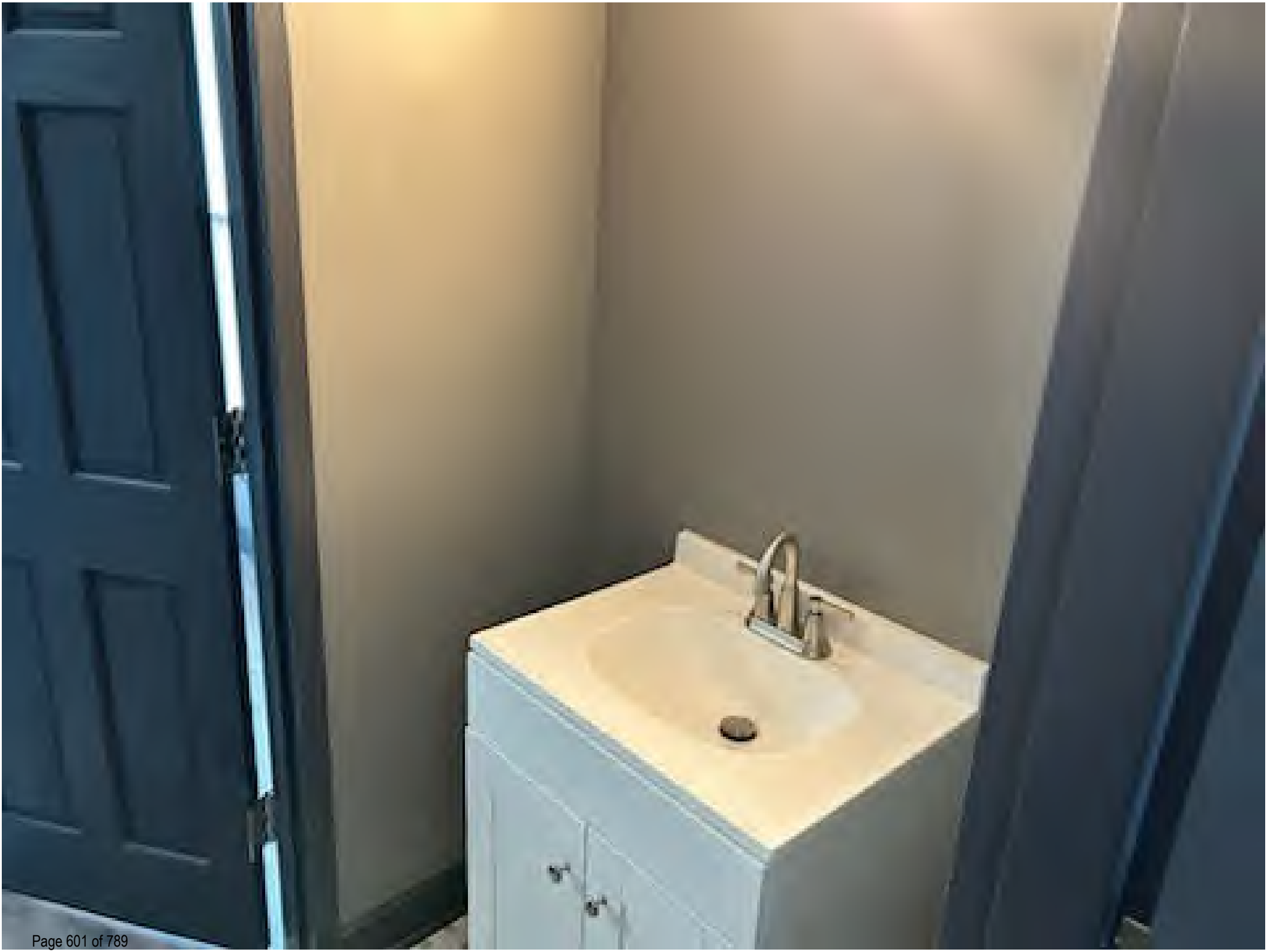












City of Petersburg

Department of Planning &
Community Development
804-733-2312

135 N. Union Street, Room 304
Petersburg, Virginia 23803
mgorman@petersburg-va.org

Mr. Steve Parson
7806 Forest Hill Avenue
Richmond, Virginia 23225

December 18, 2024

RE: 36 West Fillmore Street, Petersburg, Virginia
Zoning Determination

Following extensive research and discussion, the Petersburg Zoning Administrator has determined that the proposed assisted living facility at 36 West Fillmore street is permitted as a legally non-conforming use.

36 West Fillmore Street is zoned RB- Office Apartment Residential. Assisted living facilities are a permitted use within RB zoning districts with a Special Use Permit. Previously, an assisted living facility was operating at this location but was closed in September 2022. The former facility's use was considered legal non-conforming as its opening predated the Special Use Permit requirement. The current owner, Mr. Steve Parson, purchased the property with the intent to renovate and operate the facility under a new company. While Mr. Parson was renovating the facility, he received multiple permits from the city's building department with the listed use as "assisted living." With each permit, Mr. Parson invested a significant sum of money, totaling over $165,000, under the impression that the use was approved.

Via Code of Virginia § 15.2-2307, Mr. Parson has gained vested rights in the property by investing a significant sum of money while receiving documented approvals from city officials. Due to these vested rights, the assisted living use at 36 West Fillmore Street, Petersburg, Virginia is considered legally non-conforming and permitted.

The assisted living facility is subject to all applicable zoning regulations, must maintain all proper licensing, and keep a properly trained staff onsite at all times. Should any legal non-conforming use halt for a period of two years or more, all non-conforming statuses are terminated.

The above information is valid as of December 18, 2024, and based on the current Zoning Ordinance. Permitted uses and use requirements are subject to change with potential changes to the zoning ordinance.

For additional questions or information please contact the Petersburg Department of Planning & Community Development at 804-733-2312 or by email at mgorman@petersburg-va.org.

In accordance with Section 15.2-2311 of the Code of Virginia (1950), as amended, this decision may be appealed to the Board of Zoning Appeals within 30 days of receipt of this letter. Otherwise, the decisions set forth in this letter shall be final and unappealable if not appealed within the thirty-day period. The filing fee associated with the appeal is $500.00 and should be enclosed with a signed letter of intent to appeal this decision.

Thank you,



Maxwell Gorman
Zoning Administrator

cc: 36 West Fillmore Street
Petersburg, Virginia, 23803

City of Petersburg

Department of Planning &
Community Development
804-733-2312

135 N. Union Street, Room 304
Petersburg, Virginia 23803
mgorman@petersburg-va.org

May 5, 2025

Board of Zoning Appeals action on case 2025-APP-02

The Petersburg Board of Zoning Appeals held a public hearing on February 27, 2025, to discuss the following appeal request in accordance with Virginia State Code § 15.2-2309 and § 15.2-2311, and Article 27. Section 4 (1) of the Petersburg Zoning Ordinance:

> "2025-APP-02: A request from Dale Mullen of Whiteford, Taylor & Preston L.L.P. on behalf of the Historical Poplar Lawn Association and Ravenscroft Ventures LLC to appeal the Zoning Administrator's determination letter. In December 2024, the zoning administrator wrote a determination letter stating that the proposed assisted living facility at 36 W Fillmore Street was a legal nonconforming use and permitted."

At the April 24, 2025, regular meeting of the Board of Zoning Appeals, Mr. Steven Simonson motioned to overturn the Zoning Administrator's determination. Mr. Simonson cited a previous statement from the Zoning Administrator which stated that the facility must receive a Special Use Permit. Mr. Jeffrey Clark seconded the motion. Chair Brenda Henderson, Mr. Jeffrey Clark, Mr. Steven Simonson, and Mr. Robert Baer all voted to carry the motion and the Zoning Administrator's determination was overturned.

Per the Petersburg Board of Zoning Appeals' decision, there is no legal nonconforming status for an assisted living facility at 36 West Fillmore Street and a special use permit would be required to operate such a facility at this location.

Maxwell Gorman
Zoning Administrator

Brenda Henderson, Chair
Petersburg Board of Zoning Appeals

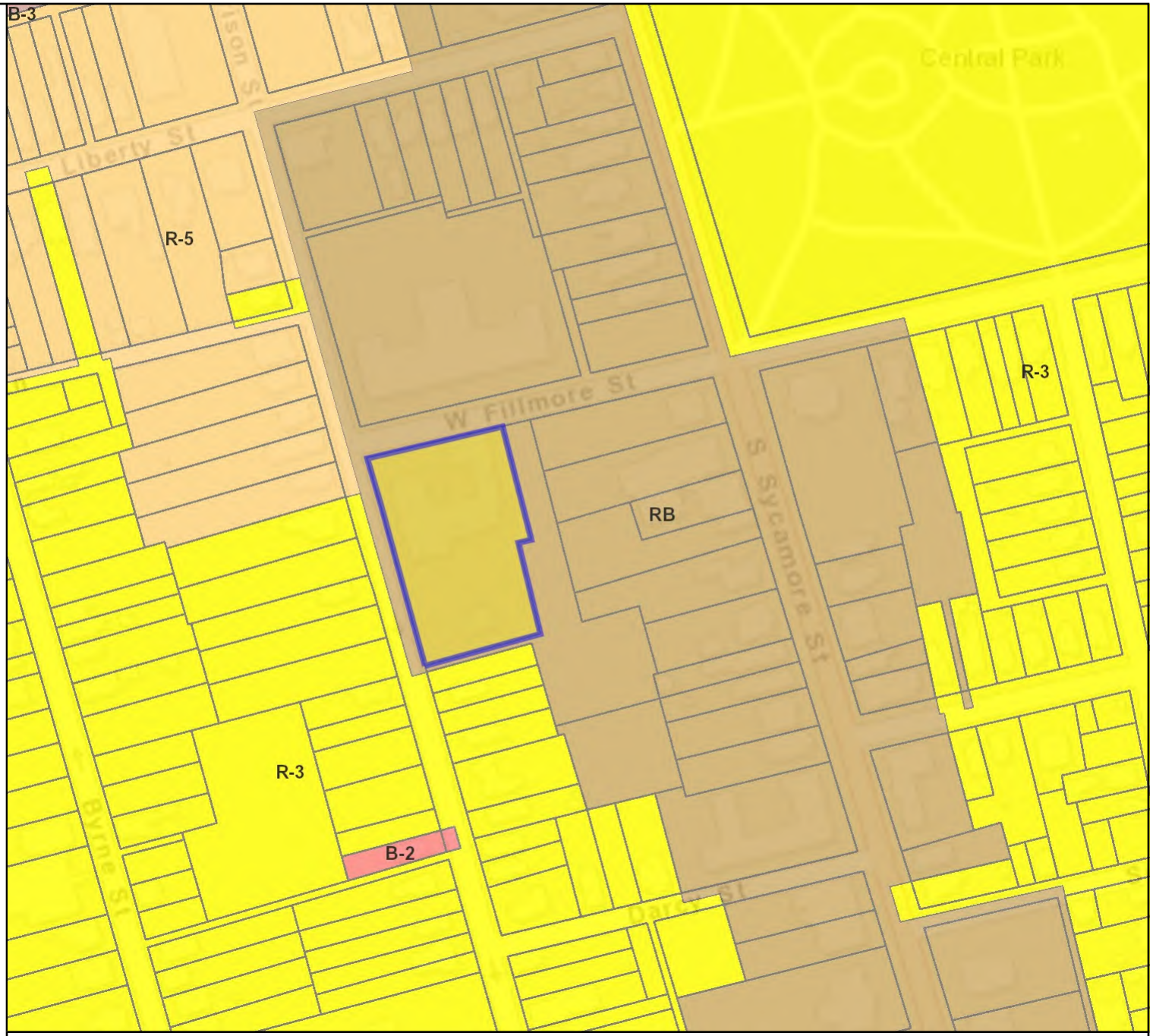
Petersbug, Virginia

Legend

- City Boundary
- Parcels

Zoning

- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXD1
- MXD2
- MXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)



Feet

0 100 200 300 400

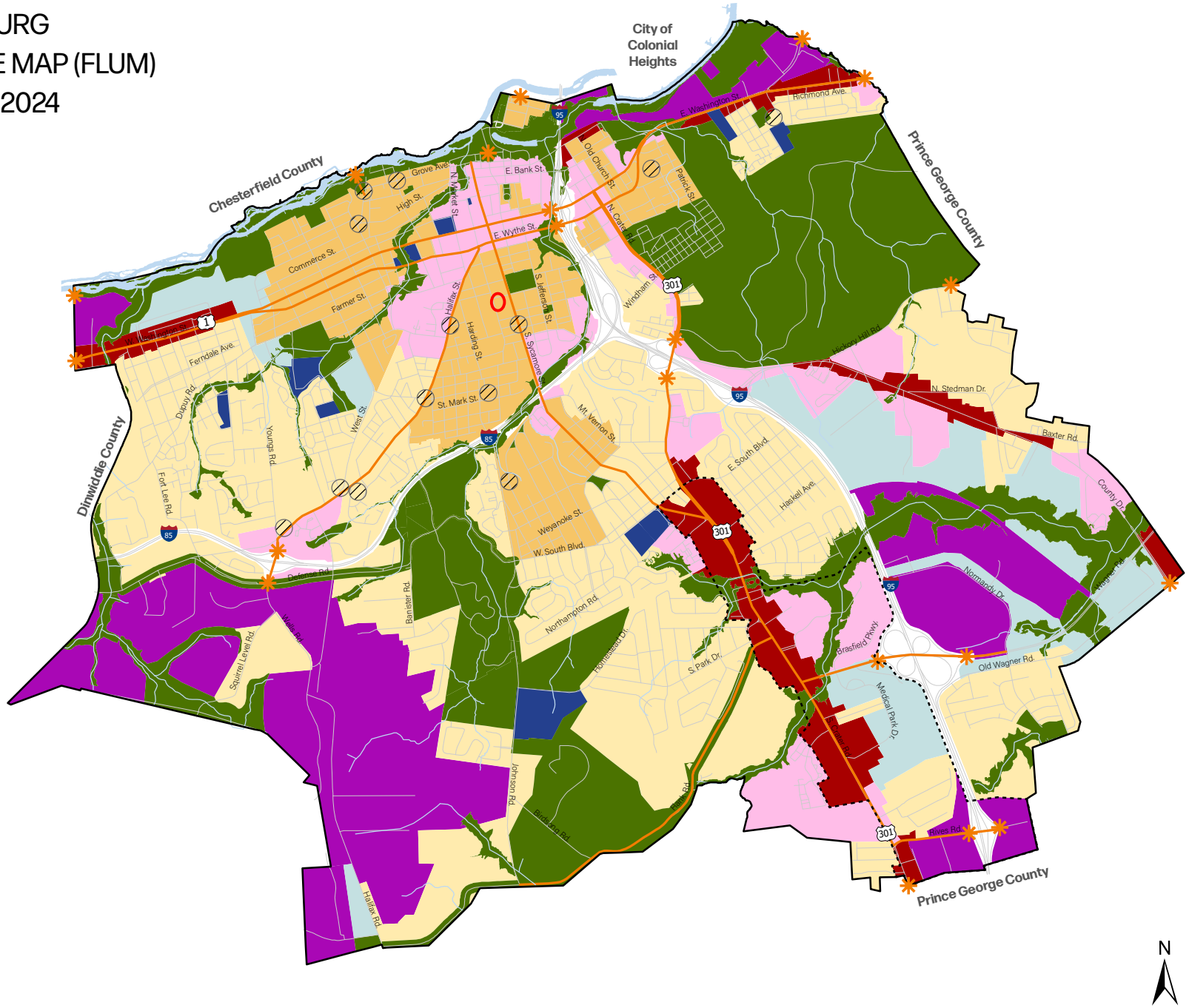
1:2,400 / 1"=200 Feet

Title: 36 West Fillmore Zoning Map

Date: 8/18/2025

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

CITY OF PETERSBURG
FUTURE LAND USE MAP (FLUM)
ADOPTED MAY 21, 2024



LEGEND

- City Limits
- Roads
- Appomattox River
- Waterways
- South Crater Urban Development Area (UDA)
- Historic Core Neighborhoods
- Community Residential
- Neighborhood Commercial
- Community Mixed-Use
- Corridor Commercial
- Research and Development
- General Industrial
- Civic
- Conservation and Recreation
- Gateways
- Corridors

N

Address	Parcel ID	Owner Name	Mailing Address	City, State	Zip Code
35 West Fillmore Street	022300017	AHR VA2 LLC	170 N Henderson Road, Suite 310	King of Prussia, PA	19406
424 South Sycamore Street	022360006	David Andrew Stokes	424 South Sycamore Street	Petersburg, VA	23803
426 Harrison Street	031050004	Deal's Incorporated	9108 Jefferson Davis Highway	North Chesterfield, VA	23237
402 Harrison Street	022350012	Jeroyd L Greene	402 Harrison Street	Petersburg, VA	23803
422 Harrison Street, 414 Harrison Street, 406 Harrison Street	031050003, 031050001, 022350013	Joel Erb	414 Harrison Street	Petersburg, VA	23803
427 Harrison Street	031060020	Ravenscroft Ventures LLC	414 Harrison Street	Petersburg, VA	23803
402 South Sycamore Street	022360002	RC Investments Properties LLC	601 Turner Road	North Chesterfield, VA	23225
338 Harrison Street	022350011	Sandra M Cruz	110 Northbourne Court, Apt A	Henrico, VA	23228
34 West Fillmore Street, 408 South Sycamore Street, 414 South Sycamore Street, 420 South Sycamore Street	031060800, 022360003, 022360004, 022360005	Topline Incorporated	21402 US Route 1	Ruher Glen, VA	22546

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. STEPPING STONES PROPERTIES, LLC Resolution
2. STEPPING STONES PROPERTIES, LLC Dev Agreement
3. 10 N Foley Street- Deed
4. 340 Mistletoe Street- Deed
5. 10 N. Foley St Purchase Agreement & LOI
6. 340 Mistletoe Purchase Agreement & LOI

Resolution

A Resolution Authorizing the City Manager to Execute the Development Agreement Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street, and 340 Mistletoe Street

WHEREAS; On October 21, 2025, the City of Petersburg entered into a Development Agreement with STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street; and

WHEREAS; The due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS; the Development Agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the Development Agreement between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTIES AT 10 N. FOLEY STREET and 340 MISTLETOE STREET, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this October 21, 2025 came the parties, STEPPING STONES PROPETERIES, LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant properties 10 N. Foley Street and 340 Mistletoe Street, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the properties 10 N. Foley Street and 340 Mistletoe Street, for the amount of Eighteen thousand three hundred ($18,300.00).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____
March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:
I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.
Notary Public
Registration No.: _____
My Commission Expires: _____

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

Prepared by and Return to
Richard L. Jones, atty.
21 Walnut Boulevard, Suite 1
Petersburg VA 23805
804-861-8801

THIS DEED OF GIFT, made and entered into this 13th day of August, 1999 by and between **PETERSBURG ECONOMIC ACTION CORP.**, a nonprofit corporation of the State of Virginia, party of the first part, hereinafter called the grantor, and **CITY OF PETERSBURG**, a municipal corporation, party of the second part, hereinafter called the grantee.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said party of the second part, the following described property, to wit:

See Schedule "A" hereto attached and made a part hereof.

This conveyance is made expressly subject to all existing conditions and reservations of record affecting the said land to the extent that they may lawfully apply.

Tax exempt pursuant to Sec. 58.1-811(3) and (D).

IN WITNESS WHEREOF, the said Petersburg Economic Action Corp., a nonprofit corporation of the State of Virginia, has caused its corporate name to be signed hereto by its duly authorized officer.

PETERSBURG ECONOMIC ACTION CORP.

By: _____
William H. Talley, IV, President

STATE OF VIRGINIA

CITY OF PETERSBURG, to-wit:

The foregoing instrument was acknowledged before me this 26th day of August, 1999 by William H. Talley, IV, President, of Petersburg Economic Action Corp., a nonprofit corporation of the State of Virginia.

My commission expires: 8/31/02.

Brenda O. Morris
Notary Public

Address of Grantee:
City Hall, Room 204
Petersburg VA 23803

Schedule "A"

Parcel I

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, in that part thereof called New Blandford, on the west side of Foley Street, twenty-five and one-half (25 ½) feet, and extending back westwardly between parallel lines one hundred five (105) feet; the lot hereby intended to be conveyed being the southern one-half of the lot designated as Lot No. 31 on the plat of the land belonging to the Estate of Patrick Foley, deceased, made by T. R. Dunn, C.E., dated January 14, 1897, a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 62, pages 262-263. The aforesaid property is known and designated by current street number 10 North Foley Street.

Parcel II

All that certain lot or parcel of land, in Blandford, a part of the City of Petersburg, Virginia, fronting on the west side of Foley Street twenty-five and one-half (25 ½) feet, running back westwardly by parallel lines one hundred twenty five (125) feet, and designated as the northern half of Lot No. Thirty-one (31) of Burch's survey and plat of the Foley Property made and prepared by E. S. Pillow, Surveyor, and indicated on the Topgraphical Map of the City of Petersburg last made and now in general use. The aforesaid property is known and designated by current street number 12 North Foley Street.

It being the same property in all respects which was conveyed to Petersburg Economic Action Corp., a nonprofit corporation of the State of Virginia, by deed from D. Leslie Resnick and Alton T. Williams, dated August 13, 1999, to be recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

INSTRUMENT #990003705
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 26, 1999 AT 12:53PM
BENJAMIN O. SCOTT, CLERK
BY: Dawn Boze (DC)

E0298

Tax Map #031250047 INST#09-002248 Purchase Price: $35,200.00
Assessed value: $46,500.00

THIS SPECIAL COMMISSIONER'S DEED made this 29th day June, 2009, by and between David G. **BROWNE** , Special Commissioner, "Grantor," the **CITY OF PETERSBURG**, "Grantee" ; and John **PEGRAM**, the "Grantor" herein for recordation purposes.

WHEREAS, by decree entered by the Circuit Court of the City of Petersburg, Virginia, on February 25, 2009, in the chancery suit of "Commonwealth of Virginia, City of Petersburg, Virginia, v. 340 Mistletoe Street, Tax Map #031-25-0047, John Pegram, Owner, Chancery No. CL08-923," David G. Browne was appointed Special Commissioner for the purpose of selling the hereinafter described real property of John Pegram to satisfy delinquent real estate taxes; and

WHEREAS, by decree entered in said cause on June 29, 2009, the Court confirmed the sale of the real property to the Grantee for the sum of THIRTY-FIVE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($35,200.00) and ordered David G. Browne, Special Commissioner, on behalf of all the parties to the aforesaid suit and others bound thereby, to convey the real property to the City of Petersburg by deed with SPECIAL WARRANTY of title.

NOW, THEREFORE, in consideration of the premises and the sum of THIRTY-FIVE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($35,200.00), cash in hand paid by the Grantee to the Grantor, David G. Browne, Special Commissioner, the receipt of which is

This Deed Prepared By:
MGM LAW
7130 Glen Forest Dr., Suite 305
Richmond, Virginia 23226
(804) 288-3600

hereby acknowledged, the Grantor, David G. Browne, Special Commissioner, does hereby grant, sell and convey with SPECIAL WARRANTY OF TITLE, unto the Grantee, the City of Petersburg, in fee simple, the real property situated in the City of Petersburg, Virginia, described in Schedule "A" attached hereto and made part hereof.

Grantee shall pay real estate taxes on the above described real property beginning July 1, 2009.

This conveyance is made expressly subject to restrictions, conditions, rights-of-way, easements and agreements, if any, of record to the extent that they may lawfully apply, and to matters visible upon inspection.

This deed, executed pursuant to Section 58.1-3965 et seq. of the Code of Virginia, is made on behalf of all the parties to the aforesaid suit and others bound thereby.

WITNESS the following signature and seal:

_____(SEAL)
David G. Browne, Special Commissioner

STATE OF VIRGINIA
COUNTY OF HENRICO, TO-WIT:

The foregoing deed was acknowledged before me by David G. Browne, Special Commissioner, this 1st day of July, 2009.

_____
Notary Public

My commission expires: April 30, 2010

Grantee's Address:
135 N. Union Street
Petersburg, VA 23803

JUDY LANG ID #147623 COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

100 PAGE 300

SCHEDULE A

340 Mistletoe Street
Tax Map # 031-25-0047

ALL that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, lying on the south side of Mistletoe Street, and described on a certain plat made by Charles Townes and Associates, dated January 14, 1974, and recorded in Deed Book 328, at page 129 of the Clerk's Office of the Circuit Court of said City reference being made thereto for a more particular description of said property and being designated by current City street number 340 Mistletoe Street.

BEING the same real estate conveyed to John Pegram from Thomas Andrews Pride by deed dated December 18, 2001, recorded February 12, 2002, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument No. 02-000639.

INSTRUMENT #090002248
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 7, 2009 AT 01:23PM
$46.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $23.25 LOCAL: $23.25

Stepping Stones Properties, LLC
12307 Hillcreek Terrace
Midlothian, VA 23112
Shantai@steppingstonesproperties.com

February 7, 2025

Dear Ms. Venable,

I am writing to express our interest and intent to purchase the vacant lot located at 10 N. Foley St., Petersburg, VA for $8775 The city assessed value in March 2024 was $11,700. As stated, the lot is vacant and is currently being used by the surrounding neighbors for what appears to be car and lawn equipment storage.

Our goal is to build a new single family home (3 beds, 2 baths) on the lot which aligns with our mission to build quality affordable housing. This addition will increase property value and add curb appeal to the immediate area.

In March 2024, we confirmed with the City of Petersburg Zoning Department that the lot is buildable. Ms. Robinson was our point of contact at the time; however, I believe she no longer works for the City of Petersburg. I can contact Mr. Gorman if written confirmation is needed to proceed.

Please let us know if these terms are acceptable to the City of Petersburg and if we can move forward with finalizing the purchase.

Thanks,
Antonia H. Rogers

Antonia Rogers
Registered Agent
Stepping Stones Properties, LLC
shantai@steppingstonesproperties.com
804-475-3297

Letter of Justification

10 N Foley St.

Hello,

We are offering less than the total assessed value because at the time of our initial proposal in March 2024, the requirement was 75% which is what we offered. Since that time, that city's requirement has changed to 100%; however, we would like to request that our initial offer be approved since it was compliant at the time of submission.

Regards,

Antonia H. Rogers

Gmail from:(mgorman@petersburg-va.org)

1 of 1

Shantai Rogers Thu, Feb 13, 4:26 PM (8 days ago)

Hello, Just following up on this. Thanks

Maxwell Gorman Fri, Feb 14, 3:40 PM (7 days ago)

to me

Are you only looking to merge 340 and 330 Mistletoe, not building on 340 Mistletoe? If you are just merging, there will be no issue from my perspective.

10 N Foley is considered buildable and the proposed dwelling may fit. The lot is a standard conforming lot and any building must meet setback minimum requirements. See Article 22 for the listed setbacks for the R3 zoning district. Additionally, the lot is on the corner of N Foley and E Washington. Any corner lot must have a 15-foot side yard along the adjacent street. For this lot, there must be a 5-foot side yard along the internal property line and a 15-foot side yard along the property line running with E Washington.

1205 Farmer is considered buildable for only a single-family dwelling. The R3 zoning district permits single- and two-family dwellings. To build a two-family dwelling, the lot must be at least 60 feet wide and 6000 square feet in total are, this lot does not meet that minimum requirement. Triplexes are not a permitted use in this zoning district.

Maxwell Gorman
Zoning Administrator

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

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $11,700

Consideration: $12,525

Tax Map No.: 012180010

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Stepping Stones Property LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 10 N. Foley Street, Tax Map Number: 012180010 (Property).

Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. **Sale and Purchase**: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price**: The purchase price for the Property is twelve thousand five hundred twenty-five dollars ($12,525) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit**: Purchaser shall pay ten percent (10%) of the Purchase Price, one thousand two hundred fifty-two dollars and fifty cent ($1252.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing**: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser many 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

PURCAHSER:

Petersburg, VA 23803
Stepping Stones Development, LLC
12307 Hillcreek Terrace,
Midlothian, VA 23112

COPY TO:

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

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

17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parities hereto and their respective successors and assigns.

18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Stepping Stones Development, LLC

By: Antowe Ross

Title: Owner

Date: 2/21/2025

SELLER:

The City of Petersburg, Virginia

By:_____, John M. Altman, Jr.,

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form: Date:_____

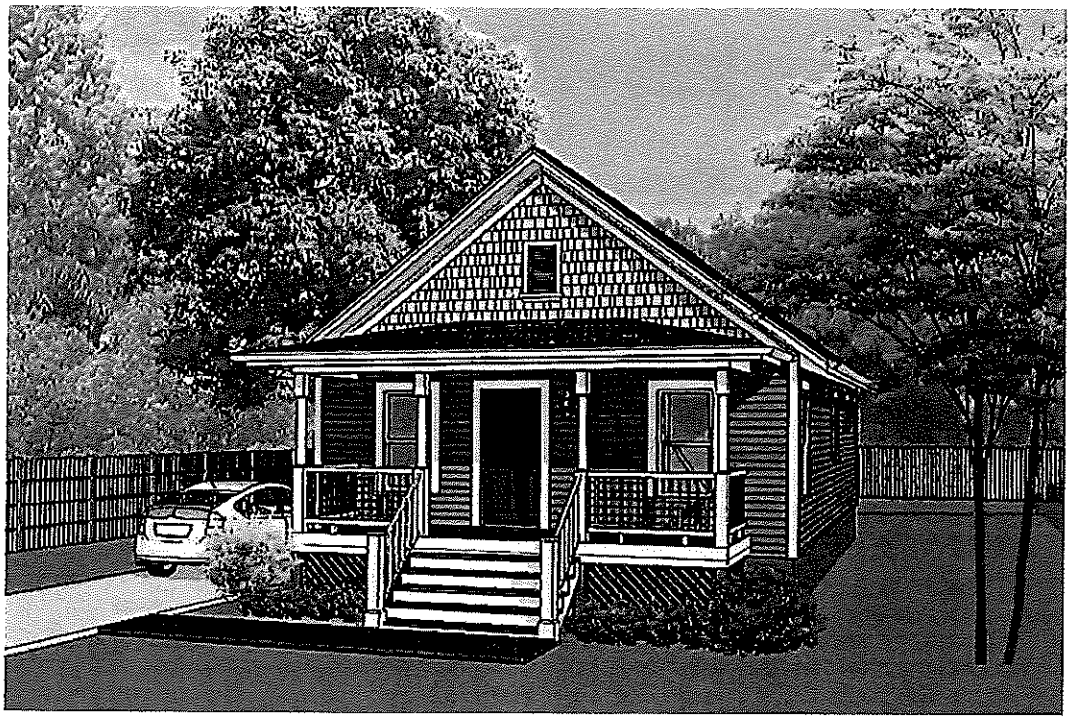
By:_____, Anthony Williams

Title: City Attorney

Presentation

10 N Foley Street
Petersburg, VA 23803

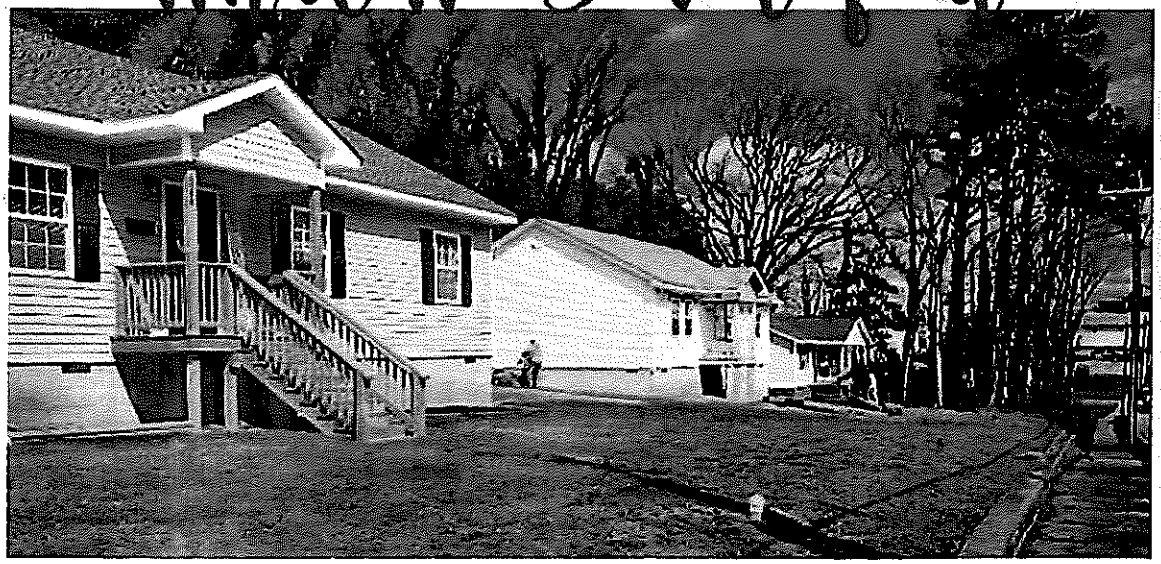
City Assessment $11,700
Stepping Stones Properties, LLC offer $6,000



What We Bought



What We Developed



WHY PARTNER WITH US

Stepping Stones Properties, LLC founded by Jamethro & Shantai Rogers in 2019, is a family-first business on an epic growth trajectory. Thanks to the vision and leadership of our founders, we have a tireless grassroots work ethic, an unconventional business model, a unique development roadmap, and a history of outperforming even our loftiest goals. Tenacity and ingenuity are key to our success.

SSP is an emerging leader in real estate development and property management. We're on a mission to elevate single & multifamily housing by developing and operating market-rate and affordable housing in highly desired and deprived neighborhoods.

SSP is a real estate investment, development, construction, and property management company focused on the multifamily apartment sector. Our diverse in-house expertise enables us to conduct robust pre-project assessments and facilitates long-term asset performance. We've sold or retained more than $2 million in real estate in our short time.

SSP developers aren't afraid of a challenge. We scour the areas high-growth, low-inventory neighborhoods for opportunities to elevate the housing options for residents through new construction or redevelopment. SSP helps meet the demand for housing by partnering with local government agencies, contractors, banks, and investors. Through careful analysis of market trends and the financial viability of each project, our development team vets each potential building site and moves forward with those that enrich the community and support our company's continued growth.

Stepping Stones Properties, LLC
12307 Hillcreek Terrace
Midlothian, VA 23112
shantai@steppingstonesproperties.com

March 15, 2024

Dear Ms. Venable,

I am writing to express to our interest and intent to purchase the lot located at 340 Mistletoe St., Petersburg, VA for $5775. The lot is adjacent to the property we own at 330 Mistletoe St and we confirmed with the City of Petersburg Zoning Department that the lot is unbuildable because it's under 5,000 sq ft.

We would like to purchase 340 Mistletoe St. to expand the lot size of our existing property. Our plan is to clear the tree brush and debris from the vacant lot, add landscaping, fencing and create a larger back and side yard for our property. This addition will add value and curb appeal to our property and the entire street.

Please let us know if these terms are acceptable to the City of Petersburg and if we can move forward with finalizing the purchase.

Thanks,
Antonia H. Rogers

Antonia Rogers
Registered Agent
Stepping Stones Properties, LLC
shantai@steppingstonesproperties.com
804-475-3297

Letter of Justification

340 Mistletoe St.

Hello,

We are offering less than the city assessed value because at the time of our initial proposal in March 2024, the requirement was 50% which is what we offered. Since that time, that city's requirement has changed to 100%; however, we would like to request that our initial offer be approved since it was compliant at the time of submission. Additionally, the City of Petersburg Zoning Office has confirmed that the lot is unbuildable because it's less an 5000 sq feet. We have also had to contact the city to address the overgrown landscaping to avoid the lot being used to dump trash and debris.

Regards,

Antonia H. Rogers

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $7700

Consideration: $5775

Tax Map No.: 031250047

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Stepping Stones Property LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 340 Mistletoe Street, Tax Map Number: 031250047 (Property).

Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. **Sale and Purchase**: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price**: The purchase price for the Property is five thousand seven hundred seventy-five dollars ($5775) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit**: Purchaser shall pay ten percent (10%) of the Purchase Price, five hundred seventy-seven dollars and fifty cent ($577.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing**: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due 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 many 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: Stepping Stones Properties, LLC
12307 Hillcreek Ter.
Midlothian, VA 23112

COPY TO: _____

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

15. **Attorneys' Fees and Costs**: Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

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

17. **Assignment; Successors**: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parities hereto and their respective successors and assigns.

18. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

19. **Survival**: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

20. **Captions and Counterparts**: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

21. **Governing Law; Venue**: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.

28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Stepping Stones Properties, LLC

By: Antonia Rogers, _____

Title: Owner

Date: 2/21/2025

SELLER:

The City of Petersburg, Virginia

By:_____, John M. Altman, Jr.,

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form: Date:_____

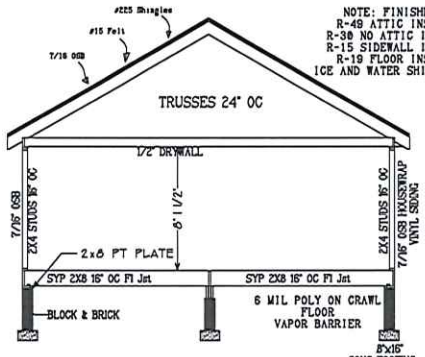
By:_____, Anthony Williams

Title: City Attorney



Front Elevation

Scale 1/4"=1'

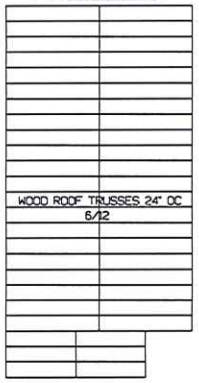


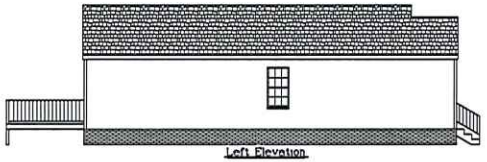
NOTE: FINISHED AREA
R-49 ATTIC INSULATION
R-38 NO ATTIC INSULATION
R-15 SIDEWALL INSULATION
R-19 FLOOR INSULATION
ICE AND WATER SHIELD @ EAVES

THRU WALL SECTION
SCALE 1/4"=1'

Roof Framing Detail

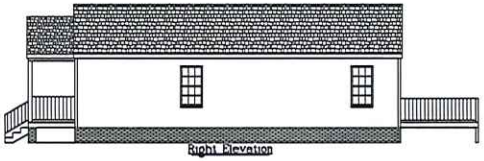
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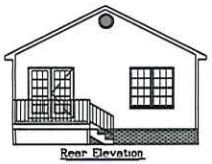
Left Elevation

Scale 1/8"=1'



Right Elevation

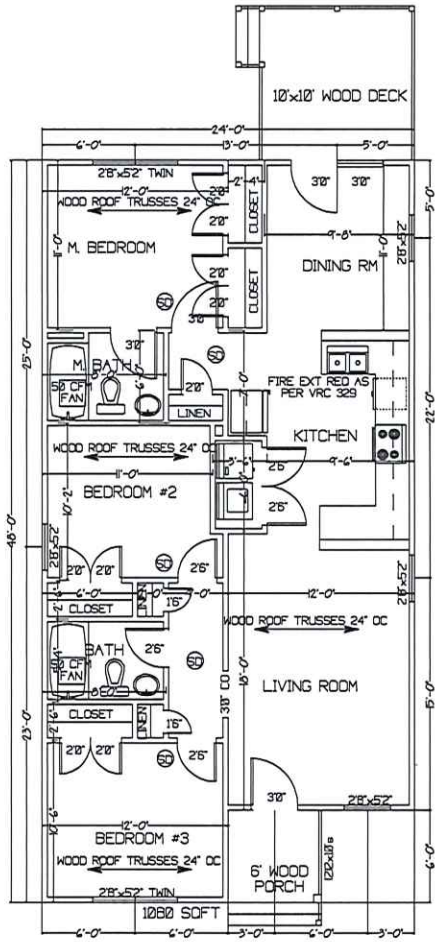
Scale 1/8"=1'



Rear Elevation

Scale 1/8"=1'

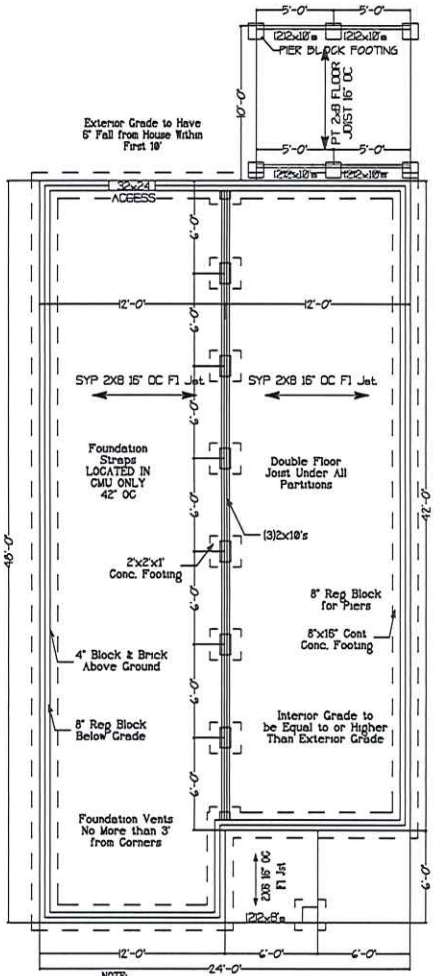
THIS PLAN IS DRAWN TO MEET
IRC 2018 & VRC 2018
BRACED WALL LINES USING
PRACTICAL METHOD



Floor Plan

Scale 1/4"=1'

TO COMPLY WITH IRC SECTION 602.10.3. THESE PLANS ARE DESIGNED USING CS-WSP FOR BRACED WALL PANELS i.e. 7/16" OSB CONT.



NOTE:
UNLESS OTHERWISE NOTED ALL HEADERS ARE AS FOLLOWS
UNDER 48" - (2)2x8's
48" TO 60" - (2)2x10's
60" TO 72" - (2)2x12's
FOR ALL BEARING WALLS

Foundation Plan

Scale 1/4"=1'

THIS PLAN WAS DESIGNED FOR

SOUTH HILL RANCHER

THIS PLAN DESIGNED BY

NetCadDrafting 801-640-0719 www.netcaddrafting.com

RANCHER	DATE OF PLANS 5/6/24	1 OF 1
PLANS	PLANS DRAWN BY BRAD PRICE	

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Avenue, Located in Petersburg, VA.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Avenue, located in Petersburg, VA.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Avenue, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Avenue, located in Petersburg, VA.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with SQUARE ACRE PROPERTY for the Development of 201 Virginia Avenue.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Square Acre Property Resolution
2. SQUARE ACRE PROPERTY Dev Agreement
3. DEED-201 Virginia Ave and 910 Diamond ST
4. 201 Virginia Ave -Teman Square Acre Coversheet & LOI

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Square Acre Property for the Development of 201 Virginia Ave

WHEREAS; On October 21, 2025, the City of Petersburg entered into a development agreement with Square Acre Property for the Development of 201 Virginia Ave; and

WHEREAS; The due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS; the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and Square Acre Property for the Development of 201 Virginia Ave.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 201 VIRGINIA AVENUE, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this October 21, 2025 came the parties, SQUARE ACRE PROPERTY ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property at 201 Virginia Avenue, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of the Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property at 201 Virginia Avenue, for the amount of Six thousand seven hundred dollars ($6,700.00).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____
March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:
I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.
Notary Public
Registration No.: _____
My Commission Expires: _____

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

BOOK0554 PAGE0872

THIS DEED OF GIFT, made this 9th day of May, 1996, by and between SAMUEL C. ALLEN and EVELYN S. ALLEN, his wife, and CENTENNIAL REALTY CO., INC., a Virginia corporation, hereinafter called the Grantors, parties of the first part; and the CITY OF PETERSBURG, a municipal corporation, hereinafter called the Grantee, party of the second part.

WITNESSETH: That for and in consideration of the natural love and affection borne by the Grantors for the Grantee, the said Grantors do hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said City of Petersburg, a municipal corporation, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to all recorded easements, conditions, reservations and restrictions affecting said property which may lawfully apply.

WITNESS the following signatures and seals:

Samuel C. Allen (SEAL)

Evelyn S. Allen (SEAL)

CENTENNIAL REALTY CO., INC.,
a Virginia corporation

By: [signature] President (SEAL)
Title:

STATE OF VIRGINIA,
City/~~County~~ of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 20th day of May, 1996, by Samuel C. Allen and Evelyn S. Allen.

My commission expires: 8/31/97

[signature]
Notary Public

This deed exempt from recording taxes, Section 58.1-811 (D) of the Code of Virginia, 1950, as amended.

STATE OF VIRGINIA
City/~~County~~ of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 24th day of May, 1996, by Michael A. Crews, President of Centennial Realty Co., Inc., a Virginia corporation, on behalf of said corporation.

My commission expires: 8/31/97

Notary Public

Grantee's Address

City Hall - West Tabb Street

Petersburg, VA 23803

EXHIBIT "A"

PARCEL 1:

All that certain lot or parcel of land with the improvements and the appurtenances thereto, belonging, lying, being and situate on the northwest corner of Virginia Avenue and Diamond Street, in the City of Petersburg, Virginia, fronting thirty-eight (38) feet, more or less, on Virginia Avenue and running back along Diamond Street fifty (50) feet, more or less, and being a part of Lot No. 451 on Bolling's Plat of "The Heights".

PARCEL 2:

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 on the north side of Virginia Avenue, thirty-eight (38) feet, more or less, and running back northwardly of equal width fifty (50) feet, more or less, both being designated by the current City street number 201-207 Virginia Avenue.

BEING the same real estate conveyed to Samuel C. Allen and Centennial Realty Co., Inc., by Special Warranty Deed, dated October 11, 1985, from Richard L. Jones, Special Commissioner, and recorded October 15, 1985, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 418, at Page 358.

INSTRUMENT #960001618
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
JUNE 3, 1996 AT 02:59PM
BENJAMIN O. SCOTT, CLERK

BY: _____ DEPUTY CLERK

This year 201 Virginia Ave had an address change to 910 Diamond Street due to Frontage.

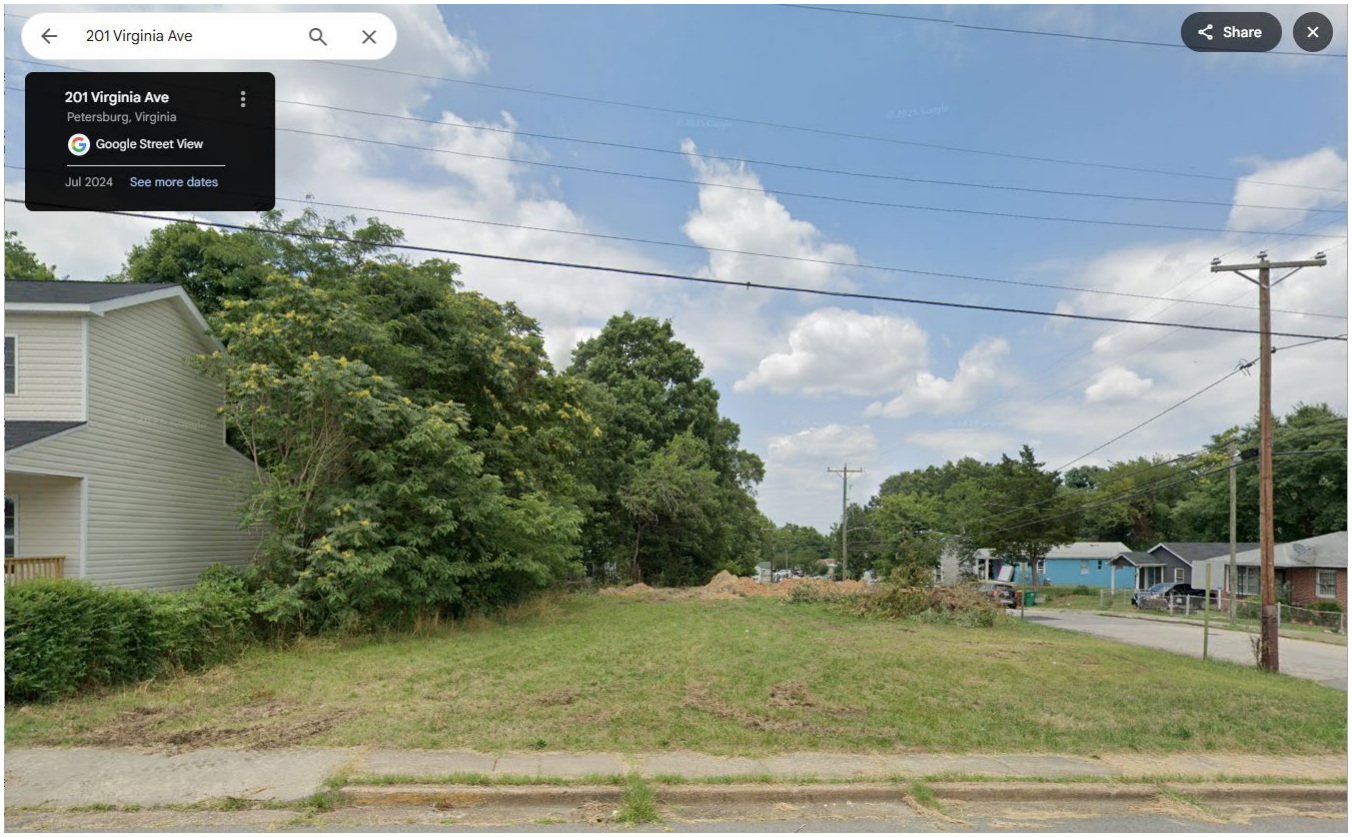
PROJECT BRIEF

Developer:	Square Acre Property
Project Address:	201 Virginia Avenue
Assessed Value:	$6700.00
Offer Amount:	$6700.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

Developer proposes the construction of a custom built single family home.

PROPERTY PICTURE (TODAY)



Square Acre Property

Group, LLC. 9609 Dink

Ln

Glen Allen, VA 23060

804-402-6192

Date: April 14, 2025

City of Petersburg Real Estate Department

Subject: Offer to Purchase Lot at 201 Virginia Ave., Petersburg, VA 23803

To Whom It May Concern,

I am writing to formally express my interest in purchasing the property located at 201 Virginia Ave, Petersburg, VA 23803. As part of this offer, I propose to pay the assessed value of $6,700 for the property.

I understand that the property is owned by the City of Petersburg and would like to proceed with the necessary steps to finalize this transaction. Please advise me on any further information or documentation required to facilitate this process.

Thank you for considering my offer. I look forward to working with the City of Petersburg to complete this acquisition. Please feel free to contact me at your convenience via phone at 804-402-6192 or email at squareacreproperty@gmail.com.

Sincerely,

Teman P. Darville, MM

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. NUWAVE Resolution
2. NUWAVE Dev Agreement
3. 851 E Bank Street Deed
4. 921 Priam Street Deed
5. 1150 Rome Street Deed
6. 1162 Hinton Street Deed
7. 1420 Ferndale Ave Deed
8. 417 S Jefferson Street Deed
9. 215 S Jones Street Deed
10. 201 Terrace Ave Deed
11. NuWave Development Coversheets

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave

WHEREAS; On October 21, 2025, the City of Petersburg entered into a development agreement with NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave; and

WHEREAS; The due diligence period is not to exceed 120 days except by the written consent of the City as approved by Petersburg City Council; and

WHEREAS; the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTIES AT 851 E. BANK STREET, 1420 FERNDALE AVE, 1162 HINTON STREET, 417 S. JEFFERSON STREET, 215 S. JONES STREET, 921 PRIAM STREET, 1150 ROME STREET, 201 TERRACE AVE, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this October 21, 2025 came the parties, NUWAVE ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant properties at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave., Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the properties 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave., for the amount of Fifty-four thousand dollars ($54,000.00).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____
March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:
I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.
Notary Public
Registration No.: _____
My Commission Expires: _____

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

PAGE 0393

INST# 07-001513

This Document Prepared By:
Montgomery & Simpson, LLP
2116 Dabney Road, Suite A-1
Richmond, Virginia 23230
Tax Parcel ID: ~~012-07-0018~~ 012070018
Consideration: $22,000.00

THIS SPECIAL COMMISSIONER'S DEED, made this 2 day of March, 2007, by and between **John W. MONTGOMERY**, Special Commissioner, executing this deed on behalf of **Carl A. RIDLEY**, the heirs of **Arthur MOOREFIELD**, **Darcel M. BATTLE**, **Janice Ridley HARKINS**, **Francine L. ROBINSON** and **Linwood C. RIDLEY** (the "Grantors" for indexing purposes), and The **CITY OF PETERSBURG**, (the "Grantee").

WITNESSETH:

That, whereas, on the 17th day of January, 2007, the Circuit Court of the City of Petersburg decreed and ordered in the cause entitled City of Petersburg v. Carl A. Ridley, et al, Case No. CL06-469, that John W. Montgomery, Jr., appointed Special Commissioner, for and on behalf of all parties to this suit and others bound thereby to prepare, execute and deliver a deed conveying with Special Warranty of Title the real property described herein to the City of Petersburg, a Municipal Corporation of the Commonwealth of Virginia, the Grantee.

NOW, THEREFORE, in consideration of the premises and of the sum of $22,000.00, paid by the Grantee to the City of Petersburg, to the credit of the court in this cause, in accordance with the terms of the court's order of this day, John W. Montgomery, Jr., Special Commissioner, in order to carry into effect the said sale in execution of the directions of the Court, the Grantor, the Special Commissioner, does hereby grant and convey with Special Warranty of Title unto the Grantee, the real

property situated in the City of Petersburg, Virginia described in Schedule "A" attached hereto and made a part hereof.

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

This conveyance, executed pursuant to Section 58.1-3965 et seq. Of the Code of Virginia, is made on behalf of all parties to this suit, and others bound thereby.

WITNESSS the following signature and seal:

Special Commissioner

STATE OF VIRGINIA, at-Large

County of Henrico, to-wit:

I, Cappie L. Takacs, a Notary Public for the Commonwealth of Virginia, at-Large, whose commission expires on 2/29/08 , do certify that John W. Montgomery, Jr., Special Commissioner, whose name is signed to the writing above, bearing date of ~~February 20,~~ 2nd day of March 2007, has this day acknowledged the same before me in my City aforesaid.

Given under my hand this 2 day of March, 2007.

Cappie L. Takacs
Notary Public

I hereby acknowledge that I have inspected the foregoing Special Commissioner's Deed and certify to the approval and acceptance of the conveyances of the real estate as stated herein.

B. David Canada
City of Petersburg City Manager

STATE OF VIRGINIA, at-Large

CITY OF PETERSBURG, to-wit:

I, ANGELA BONANNO-SWEENEY, a Notary Public for the Commonwealth of Virginia, at-Large, whose commission expires on 10-31-09 do certify that B. David Canada, City of Petersburg City Manager, whose name is signed to the writing above, has this day acknowledged the same before me in my City aforesaid.

Given under my hand this 9th day of March, 2007.

ANGELA BONANNO-SWEENEY NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

Grantee's Address:
103 West Tabb Street
Petersburg, Virginia 23803

SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, being the western half of Lot Ten (10) on the north side of East Bank Street (formerly known as Nelson Street and Lombardy Street) in that part of the City of Petersburg, Virginia, known as Blanford, fronting on said East Bank Street Twenty-five (25) feet, and running back northwardly One Hundred Eight (108) feet, Ten (10) inches, to the line of Emory's lot, now or formerly, together with the buildings on said lot. The aforesaid property is known and designated by current street No. 851 East Bank Street and is the same in all respects.

It being the same real estate conveyed to Moses Z. Moorefield from Churchill Gibson Dunn by deed dated October 20, 1944, recorded October 24, 1944 in the Husting Court of the City of Petersburg, Virginia in Deed Book 150, at Page 398.

INSTRUMENT #070001513
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
MARCH 14, 2007 AT 12:40PM
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

0925

INST#01-004560

Tax Map #013-190007
921 Priam Street

NO TITLE SEARCH WAS DONE ON THIS PROPERTY NOR WAS ONE REQUESTED TO BE DONE BY THE PARTIES HERETO FOR THE PROPERTY HEREIN CONVEYED NOR WAS THERE ANY PRORATION OF TAXES.

HILL, RAINEY & ELIADES
ATTORNEYS AT LAW
3601 BOULEVARD
SUITE B
COLONIAL HEIGHTS, VA
23834

THIS DEED, made this 12th day of September, 2001, by and between LOUIS GRANGER ANDREWS, JR, by T.O. RAINEY, III, SPECIAL COMMISSIONER, hereinafter call the Grantor, party of the first part and the City of Petersburg, a municipal corporation, hereinafter called the grantee, party of the second part.

WHEREAS this deed is tax exempt, pursuant to Code of Virginia, §58.1-811A(3).

WHEREAS, Louis Granger Andrews, Jr., is a party defendant in that certain suit filed in the Circuit Court of the City of Petersburg, Virginia, styled, "Commonwealth of Virginia, City of Petersburg, a Municipal Corporation v. PARCEL B00-1; 921 Priam Street; Tax Map #013-190007; Louis Granger Andrews, Jr., Owner, et als", Chancery No. 01-127-00; and

WHEREAS, the said suit was filed pursuant to Code of Virginia, §58.1-3970, to convey the below described real estate unto the City of Petersburg for failure to pay real estate taxes and assessments; and

WHEREAS, Louis Granger Andrews, Jr., failed to file responsive pleadings after proper notice; and

WHEREAS, Louis Granger Andrews, Jr. is the owner of the below described real estate which has an assessed value of $3,800.00 and in which these are unpaid taxes of $7,371.91; and

WHEREAS, the Circuit Court of the City of Petersburg, Virginia, on September 4, 2001 found the said Louis Granger Andrews, Jr. in default for failing to file responsive pleadings and appointed T.O. Rainey, III, a Special Commissioner to execute a deed

conveying the below described real estate to the City of Petersburg, Virginia, pursuant to the Virginia Code §58.1-3920.1.

WITNESSETH: That for and in consideration of the sum of ten dollars and other valuable consideration, cash in hand paid the receipt whereof is hereby acknowledged at and before the signing, sealing and delivery of these present, the said Grantor does hereby grant, bargain, sell and convey, with SPECIAL WARRANTY unto the Grantee, the City of Petersburg the following property, to wit:

> ALL those certain lots or parcels of land, lying, being and situate in the City of Petersburg, Virginia (formerly Rives Magisterial District, Prince George County, Virginia), and known, numbered and designated as Lots Nos. 17 and 18, in Block "H", in Section Coxendale, as shown on a plat of East Petersburg made for the East Petersburg Development Corporation by C.R. Bishop, C.E., dated October, 1920, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Plat Book 3, at page 156, and known by the city street number 921-923 Priam Street.
>
> BEING the same property conveyed to Louis Granger Andrews, Jr. by deed dated March 22, 1987 from Marcus O. Minton, Sole Acting Trustee and recorded March 23, 1987 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 395 at page 235.

Grantee Address: City Hall
Petersburg, VA 23803

WITNESS the following signature and seal:

Louis Granger Andrews, Jr.

By: _____(SEAL)
T.O. Rainey, III, Esquire
Special Commissioner

HILL, RAINEY
&
ELIADES
ATTORNEYS AT LAW
3601 BOULEVARD
SUITE B
COLONIAL HEIGHTS, VA
23834

927

STATE OF VIRGINIA
CITY OF PETERSBURG, to-wit:

The foregoing document was acknowledged before me by T.O. Rainey, III, this 7th day of November 2001.

Linda K. Michael
Notary Public

My commissioner expires: 6/30/04

HILL, RAINEY
&
ELIADES
ATTORNEYS AT LAW
3601 BOULEVARD
SUITE B
COLONIAL HEIGHTS, VA
23834

INSTRUMENT #010004560
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
NOVEMBER 28, 2001 AT 01:24PM
BENJAMIN O. SCOTT, CLERK
BY: Dawn Boyle (DC)

3

Prepared by Stephen G. White, Esq. INST#02-001956
Tax Map I.D. Nos.: 023-070009, [redacted]

THIS DEED OF GIFT, Made this 16th day of January, 2002, by and between **JAMES EDWARD WHITLEY AND ZELDA ANN WHITLEY**, husband and wife, hereinafter called the Grantors, parties of the first part, and **CITY OF PETERSBURG**, a municipal corporation, hereinafter called Grantee, party of the second part.

WITNESSETH: That for and in consideration of the premises and other valuable consideration, the said Grantors do hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said City of Petersburg, a municipal corporation, the following property, to-wit:

Parcel 1:
1. All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the North side of Hinton Street, formerly Pearl Street, in the City of Petersburg, Virginia, designated by current City street number 827 Hinton Street, fronting on said Hinton Street, formerly Pearl Street, Forty (40) feet, and running back northwardly between parallel lines One Hundred (100) feet to the property now or formerly belonging to J. G. Quarles and bounded on the East by the property now or formerly of R. Emmett Gates and on the West by the property now or formerly of Cornelia M. Walsh.

2. All that certain strip or parcel of land with the improvements thereon and appurtenances thereto belonging, situate, lying and being on the North side of Hinton Street, in the City of Petersburg, Virginia, fronting thereon Twelve (12) feet and running back between parallel lines One Hundred (100) feet and adjoining the property described in Paragraph 1 above on the East.

It being the same properties conveyed to the Grantors herein by deed dated May 25, 1979, from J. C. Kirkpatrick, Sr. and Courtney A. Kirkpatrick, his wife, and recorded in Deed Book 366 at page 580 of the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

Parcel 2: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, being designated by current City street number as 1150 Rome Street, fronting 34 feet on the South side of Rome Street and extending back southwardly on its western line 146.1 feet, more or less, and on its eastern line 146 feet 9 inches, more or less, and having a rear width of 28 feet 4 inches, more or less.

It being the same property conveyed to the Grantors herein by deed dated October 29, 1980, from Verinice Savage Camm, widow, and others, and recorded in Deed Book 378 at page 674 of the aforesaid Clerk's Office.

Parcel 3: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being designated by current City street number as 931 West High Street, fronting 24 feet on the North side of West High Street and running back therefrom northwardly between parallel lines 135.3 feet to a fence; said property being designated as No. 931 on a certain plat of property owned by Evelyn Blanche Harrison, widow, made by F.D.P. Bruner, dated August 27, 1942, attached to and recorded as a part of deed dated August 31, 1943 from Evelyn Blanche Harrison, widow, to Ladye E. Harrison, in Deed Book 148 at page 110 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

It being the same property conveyed to the Grantors herein by deed dated September 16 1983, from C. Y. Nobles and Virginia S. Nobles, husband and wife, and recorded in Deed Book 399 at page 559 of the aforesaid Clerk's Office.

Parcel 4: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the East side of Harding Street in the City of Petersburg, Virginia, fronting thereon 34.4 feet and running back in an easterly direction between lines nearly parallel 82.1 feet on its southern line and 83.5 feet on its northern line, with a rear width of 34.5 feet, more or less; the aforesaid property is designated as Nos. 815-817 Harding Street on a plat entitled, "Property Owned by C. G. Dunn and W. P. Johnson", dated February 9, 1948, made by F.D.P. Bruner, Engr., which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Plat Book 2 at page 36.

It being the same property conveyed to James E. Whitley by deed dated February 27, 1984 from J.P.W. Enterprises, Inc., a Virginia corporation, and recorded in Deed Book 402 at page 767 of the aforesaid Clerk's Office.

Parcel 5: All those certain lots or parcels of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being known by current City street numbers 708-710, 712-714 and 716 Kirkham Street; said property being shown on a "Plat of 708-716 Kirkham Street, Petersburg, Virginia", made for J. O. Patram by Charles C. Townes & Associates, Civil Engineers, Colonial Heights, Virginia, dated October 9, 1978; said plat being recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 361 at page 127; said property fronting 160.73 feet on the South side of Kirkham Street and running back on its eastern boundary 126.05 feet; on its western boundary 125.67 feet, with a rear width of 157.51 feet.

It being the same property conveyed to the Grantors herein by deed dated November 21, 1979 from Thomas E. Whitley, single, and recorded in Deed Book 379 at page 86 of the aforesaid Clerk's Office.

The above conveyances are made subject to all restrictions, conditions, and easements of record affecting the aforesaid described property to the extent that they may lawfully apply.

GRANTORS AND GRANTEE HEREIN ARE EXEMPT FROM RECORDING TAXES PURS. TO THE 1950 CODE OF VIRGINIA, SEC. 58.1-811(D), as amended.

WITNESS the following signatures and seals:

James E. Whitley (SEAL)
JAMES EDWARD WHITLEY

Zelda Ann Whitley (SEAL)
ZELDA ANN WHITLEY

STATE OF VIRGINIA,
City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 6th day of FEBRUARY, 2002 by James Edward Whitley and Zelda Ann Whitley.

My commission expires: 7/31/02

SEAL

Linda C. Gregg
Notary Public

Grantee: City of Petersburg
103 W. TABB ST.
Petersburg, VA 23803

INSTRUMENT #020001956
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
MAY 16, 2002 AT 10:26AM
BENJAMIN O. SCOTT, CLERK
BY: Dawn Boyd (DC)

AGE0820

INST#06-004622

TAX MAP # 024220039 CONSIDERATION: $13,450.00

THIS DEED, made and entered into on this 05TH day of September, 2006, by and between **JASON L. COWAN**, and **NIKI JEAN COWAN**, "Grantors", and **THE CITY OF PETERSBURG, VIRGINIA** "Grantee", whose mailing address is 135 N. Union Street, Petersburg, VA 23803.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid by the Grantees to the Grantor, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, except as hereinafter set forth, unto the said Grantees, as fee simple, the following described property, to-wit:

> **ALL** that certain lot, piece or parcel of land with the improvements and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting thirty-four (34) feet on the south side of W. Pearl Street (now Hinton Street) and running back therefrom Southwardly between parallel lines one hundred (100) feet, and being designated as lot number six (6) on said plat of lots belonging to J.W. Young, which said plat is recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, as Instrument No. 2004-3188.
>
> **IT BEING** the same real estate conveyed to Jason L. Cowan and Nikki Jean Cowan, husband and wife, by Deed from Lee Reed and Vera Reed, husband and wife, dated July 23, 2004 and recorded July 23, 2004, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument No. 2004-3188.

HILL & RAINEY
ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

0821

This conveyance is made expressly subject to all restrictions, reservations, conditions, covenants and easements of record affecting the aforesaid property to the extent that they may lawfully apply.

WITNESS the following signature and seal:

Jason L. Cowan (SEAL)
Jason L. Cowan

Niki Jean Cowan (SEAL)
Nikki Jean Cowan

STATE OF VIRGINIA
City/County of Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 5th day of September, 2006, by Jason L. Cowan and Niki Jean Cowan.

My Commission Expires: 07/30/08

Notary Public

HILL & RAINEY
ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

INSTRUMENT #060004622
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
SEPTEMBER 12, 2006 AT 10:04AM
$13.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $6.75 LOCAL: $6.75
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

PAGE0295

INST#05-006250

Tax Map [redacted]

Purchase Price: $11,000.00
Assessed value: $ 7,900.00

THIS DEED made this 27th day of ~~November~~ December, 2005, by and between **T. O. RAINEY, III**, Special Commissioner in the chancery suit of "**Commonwealth of Virginia, City of Petersburg, Virginia v. 1420 Ferndale Avenue, Tax Map [redacted] Sharon Allen, Owner and Darrell A. Wynn, Owner, et als, Chancery No. 05-97**, party of the first part, "Grantor" and **CITY OF PETERSBURG, a Municipal corporation**, party of the second part, "Grantee", whose mailing address is 103 West Tabb Street, Petersburg, Virginia 23803.

WHEREAS, by decree in the Circuit Court of the City of Petersburg, Virginia in the above styled cause on July 7, 2005, T. O. Rainey, III was appointed as Special Commissioner to make sale of the property hereinafter mentioned and described; and

WHEREAS, by decree entered in said cause on December 15, 2005, the sale of said property to the Grantee was confirmed by the Court and T. O. Rainey, III was directed by said decree to deliver as Special Commissioner a good and sufficient deed, with SPECIAL WARRANTY, conveying to the said City of Petersburg, upon the deposit of the sum of $11,000.00 with T. O. Rainey, III, Special Commissioner, all of which has been done in strict compliance with the terms of the said decree.

WITNESSETH: That for and in consideration of the sum of ELEVEN THOUSAND and 00/100 DOLLARS ($11,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the said T. O. Rainey, III, Special Commissioner, as aforesaid, doth hereby grant and convey with SPECIAL WARRANTY, unto the City of Petersburg, a Municipal corporation, the following described property, to-wit:

SEE SCHEDULE "A" ATTACHED

HILL & RAINEY
ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

Purchaser to pay taxes on the above described property beginning September 23, 2005.

This deed is executed on behalf of the parties unknown, **Sharon Allen and Darrell A. Wynn** and said parties bound by this suit.

WITNESS the following signature and seal:

T. O. Rainey, III (SEAL)
Special Commissioner

STATE OF VIRGINIA
City/County of Colonial Heights, to-wit:

The foregoing instrument was acknowledged before me by T. O. Rainey, III, this 27th day of December, 2005.

Susan J. Newman
Notary Public
I was commissioned as Susan J. Clay

My commission expires: 9/30/2006

HILL & RAINEY
ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

SCHEDULE A

ALL that certain lot, piece or parcel of land with the improvements thereto belonging, lying and being in the City of Petersburg, Virginia, and designated by the current street No. as 1420 Ferndale Road. Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Street Address: 1420 Ferndale Avenue
Petersburg, Virginia

HILL & RAINEY
ATTORNEYS AT LAW
2425 BOULEVARD
SUITE 9
COLONIAL HEIGHTS, VA
23834

INSTRUMENT #050006250
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
DECEMBER 29, 2005 AT 11:12AM
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

THIS DEED, made and entered into this 1st day of May, 1991, by and between Richard L. JONES, Special Commissioner in the chancery suit of "Commonwealth of Virginia, City of Petersburg v. A & B Builders etc., et al", Chancery No. 77-1990, party of the first part, and CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia, party of the second part.

WHEREAS, by Decrees entered in the Circuit Court of the City of Petersburg, Virginia, in the above styled cause on March 13, 1991 and March 18, 1991, Richard L. Jones was appointed a Special Commissioner to make sale of the property hereinafter mentioned and described; and

WHEREAS, by Decree entered in said cause on the 1st day of May, 1991, the sale of the said property to CITY OF PETERSBURG or its assigns, was confirmed by the Court and the said Richard L. Jones was directed by said Decree to deliver as Special Commissioner a good and sufficient deed, with SPECIAL WARRANTY, conveying to the said CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia, or to such person as it may in writing direct, the tract of land hereinafter mentioned, all of which has been done in strict pursuance of the terms of said Decree.

NOW, THEREFORE WITNESSETH: That, for and in consideration of the premises and in further consideration of the sum of FOUR THOUSAND, TWO HUNDRED DOLLARS ($4,200.00), the said Richard L. Jones, Special Commissioner,

RICHARD L. JONES
ATTORNEY AT LAW
31 S. Jefferson Street
Petersburg, Virginia
804/861-6801

as aforesaid, doth hereby grant and convey, unto the said CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED

Purchaser to pay taxes on the above described property from January 1, 1991. Said Decree of May 1, 1991, having transferred all taxes and other liens prior to January 1, 1991 to the proceeds of sale.

This deed is executed on behalf of unknown heirs of Joseph I. Richardson and all parties bound by said suit.

WITNESS the following signature and seal:

Richard L. Jones (SEAL)
Richard L. Jones, Special Commissioner

STATE OF VIRGINIA

CITY OF PETERSBURG, to wit:

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by Richard L. Jones, Special Commissioner.

My commission expires: June 8, 1994.

Brenda D. Rowe
Notary Public

Address of grantee:

City Hall

Petersburg, VA 23803

RICHARD L. JONES
ATTORNEY AT LAW
31 S. Jefferson Street
Petersburg, Virginia
804/861-8801

PARCEL NO. 30: JOSEPH I. RICHARDSON ESTATE, MAP NO. 022-39-008
(417 S. JEFFERSON STREET)

SCHEDULE "A":

DESCRIPTION:

All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the east side of Jefferson Street, in the City of Petersburg, Virginia, fronting on said Jefferson Street 50 feet, and running back eastwardly between parallel lines 175 feet to the property of Corinna Russell Williams, which property was formerly a part of the lot hereby conveyed, said lot being known as a part of Lot No. 7, on the east side of Jefferson Street on the Bolling Plat of that part of the City of Petersburg, Virginia; it being the same property which was conveyed to Joseph I. Richardson, by deed from Clara C. Gilliam and Robert B. Gilliam, her husband, dated August 8, 1931, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 123, page 178.

I hereby certify that the taxes imposed by Sec. 58.1-802 of the Code in the amount of $4.50 have been paid to this office.

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Petersburg, the 15TH day of MAY, A.D. 19 91

The foregoing Instrument was this day lodged in said office and, with the certificate annexed, admitted to record at 1:25 o'clock P.M.

Teste: Albert A. Dawson Jr. Clerk

JUNE 7, 1991 RETURNED TO: BARBARA MOORE
CLERK OF COUNCIL
CITY HALL

RICHARD L. JONES
ATTORNEY AT LAW
31 S. Jefferson Street
Petersburg, Virginia
804/861-8801

0294

023280005 INST#06-005604

Tax Map ~~#023-28-0005~~

Purchase Price: $13,200.00
Assessed value: $10,100.00

THIS DEED made this 24th day of October, 2006, by and between **JOSEPH A. PERINI**, Special Commissioner in the chancery suit of **"Commonwealth of Virginia, City of Petersburg, Virginia, v. 215 S. Jones Street, Tax Map [redacted] HH&B, Inc., Chancery No. CL06-440"**, party of the first part, "Grantor" and **CITY OF PETERSBURG**, party of the second part, "Grantee".

WHEREAS, by decree in the Circuit Court of the City of Petersburg, Virginia in the above-styled cause on August 23, 2006, Joseph A. Perini was appointed as Special Commissioner to make sale of the property hereinafter mentioned and described; and

WHEREAS, by decree entered in said cause on October 27, 2006, the sale of said property to the Grantee was confirmed by the Court and Joseph A Perini was directed by said decree to deliver as Special Commissioner a good and sufficient deed, with SPECIAL WARRANTY.

WITNESSETH: That for and in consideration of the sum of THIRTEEN THOUSAND TWO HUNDRED and 00/100 DOLLARS ($13,200.00), cash in hand paid, the receipt of which is hereby acknowledged, the said Joseph A. Perini, as aforesaid, doth hereby grant and convey with SPECIAL WARRANTY, unto City of Petersburg, in fee simple, the following described property, to-wit:

SEE SCHEDULE "A" ATTACHED

Purchaser to pay taxes on the above described property beginning October 1, 2006.

This deed is executed on behalf of any parties unknown and said parties bound by this suit.

PAGE0295

WITNESS the following signature and seal:

_____(SEAL)
Joseph A. Perini, Special Commissioner

STATE OF VIRGINIA
COUNTY OF HENRICO, TO-WIT:

The foregoing instrument was acknowledged before me by Joseph A. Perini this 31st day of October, 2006.

_____
Notary Public

My commission expires: 4/30/10

Grantee's Address:

135 North Union Street
Petersburg, VA 23803

SCHEDULE A

ALL that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the EAST SIDE OF Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, and further described on a plat showing property to be acquired by Henry E. Greene, Sr., drawn by Richard A. Bristow, C.L.S., dated December 13, 1982, a copy of which is attached to a deed recorded in Deed Book 393, page 417, and further described as follows:

COMMENCING at a set rod 138.7 feet, more or less, from Lawrence Street and running North 75 degrees 38' 20" E for 132.5 feet, more or less, to a set rod; thence running South 14 degrees 18' 50" E. 30.83 feet, more or less, to a set rod; thence running South 75 degrees 38' 20" W. 132.45 feet, more or less, to a set rod lying on the east side of Jones Street, thence North 14 degrees 30' W. along the east side of South Jones Street 30.83 feet to a set rod making the point of beginning.

BEING the same real estate conveyed to H. H. & B., Inc., a South Carolina corporation, by Deed from United Companies Lending Corporation, a Louisiana corporation, dated June 18, 1997, recorded August 6, 1997, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 576, page 183.

INSTRUMENT #060005604
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
NOVEMBER 2, 2006 AT 01:07PM
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

PETERSBURG, VA 23805

BOOK 0589 PAGE 0697

THIS DEED, Made this 17th day of April, 1998, by and between **J. Roland PIERCE** and **Addie S. PIERCE**, husband and wife, hereinafter called the Grantors, parties of the first part; and **City of PETERSBURG, Virginia**, a municipal corporation, hereinafter called the Grantee, party of the second part.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, cash in hand paid, receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the City of Petersburg, a municipal corporation, the following described property, to-wit:

See Attached Schedule "A"

This conveyance is made subject to all recorded easements, conditions, restrictions and reservations affecting said property which may lawfully apply.

WITNESS the following signatures and seals:

J. Roland Pierce (SEAL)

Addie S. Pierce (SEAL)

STATE OF VIRGINIA AT LARGE,

City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by J. Roland Pierce and Addie S. Pierce, husband and wife.

My commission expires: 8/31/2001

Notary Public

Grantees Address:

City Hall
Ptsg VA 23803

Prepared by Jerry H. Jones

Tax exempt pursuant to 58.1-811(3)

Schedule "A"

PARCEL 1:

ALL that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the south side of Washington Street, on which it fronts 50 feet, and from which it runs back between parallel lines along the east side of Pine Street on its western boundary 130 feet, and being Lot No. 1 on a plat of subdivision of the lands of Ann Smith, deceased, made by F. L. Leavenworth, Surveyor, of recorded in Volume 55, page 94,. of the books of the Clerk's Office of the Circuit Court (formerly Hustings Court) of the City of Petersburg, Virginia, and being currently known as 618 West Washington Street.

It being the same property in all respects which was conveyed to J. Roland Pierce and Addie S. Pierce, husband and wife, by deed from Barbara I. Francis, widow, dated October 31, 1985, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 240, page 528.

PARCEL 2:

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, situate and being in the City of Petersburg, Virginia, at the southeast corner of Terrace Avenue and Cameron Street, fronting on Terrace Avenue thirty (30) feet and running back eastwardly by parallel lines 135 feet to other property now or formerly belonging to Dewitt Burnett, the North line of said property being along the South line of Cameron Street, it being a part of **Lot No. Forty-eight (48)** on the plat of **Highland Terrace** made by T. R. Dunn, C.E., dated July 25, 1890, and recorded in the Clerk's Office of said City in Deed Book 54, at page 156, the residence on said property being known by the current City street numbers as 201 Terrace Avenue.

It being the same property in all respects which was conveyed to J. Roland Pierce and Addie S. Pierce, husband and wife, by deed from Harold Raymond Francis, Jr. and Kay B. Francis, his wife, dated April 8, 1991, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 486, page 292.

INSTRUMENT #980001422
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
APRIL 20, 1998 AT 12:28PM
$14.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $7.00 LOCAL: $7.00
BENJAMIN O. SCOTT, CLERK
BY: Dawn Bazzle (DC)

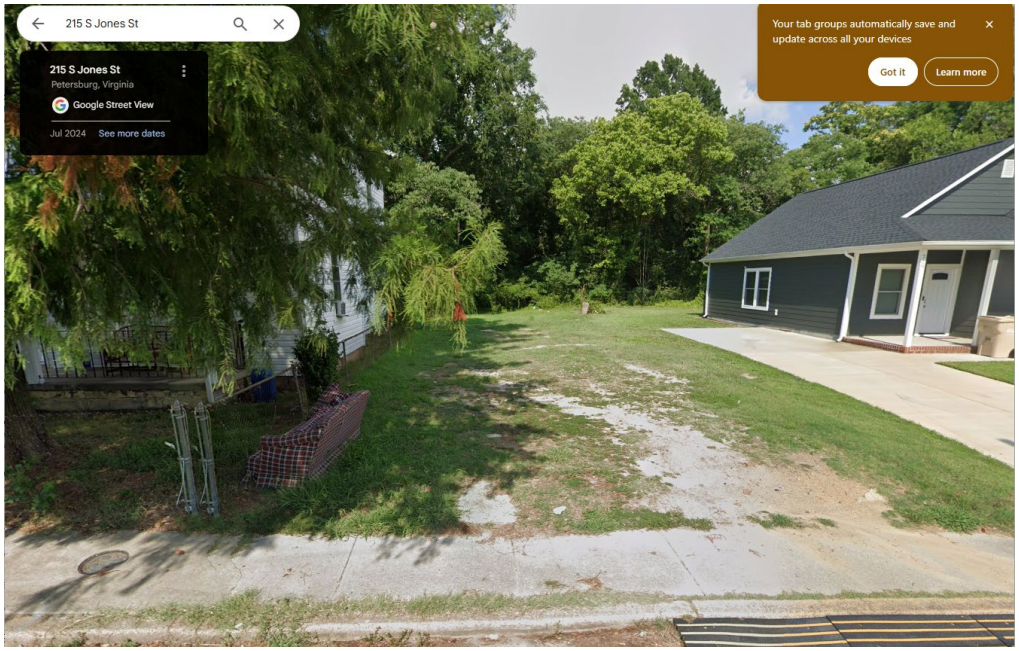
PROJECT BRIEF

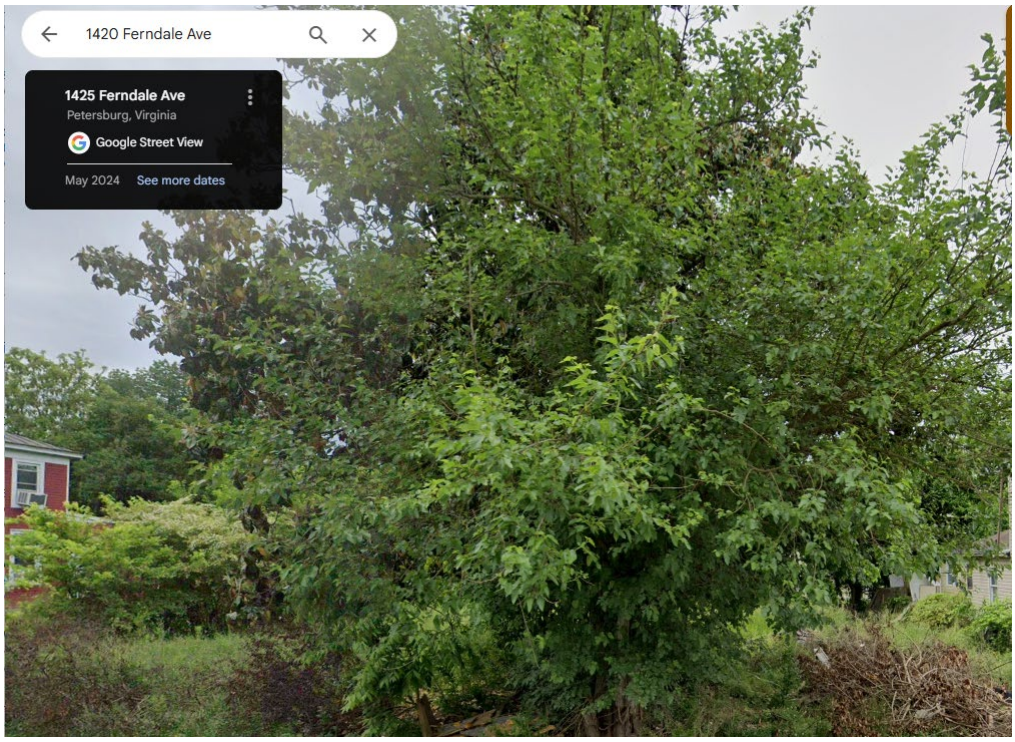
Developer:	Nuwave Development
Project Address:	215 South Jones Street 1420 Ferndale Avenue 1150 Rome Street 1162 Hinton Street 201 Terrace Avenue 417 South Jefferson Street 921 Priam Street 851 East Bank Street
Assessed Value:	$55,000.00
Offer Amount:	$55,000.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

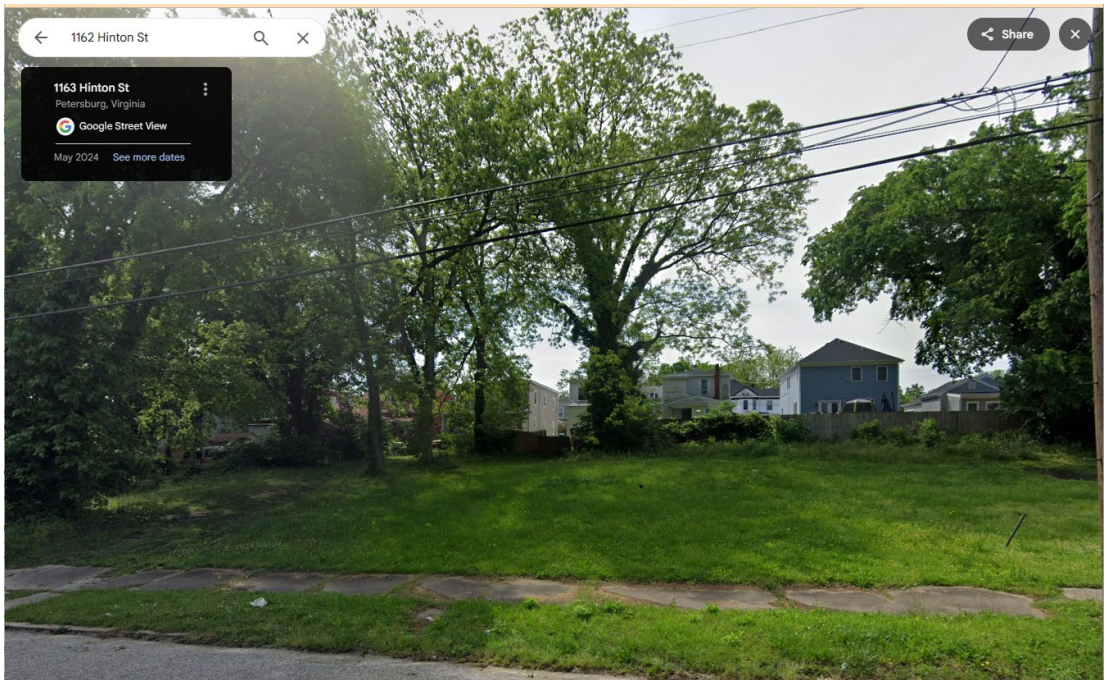
Developer's proposal is to build single family homes to be sold at market value.

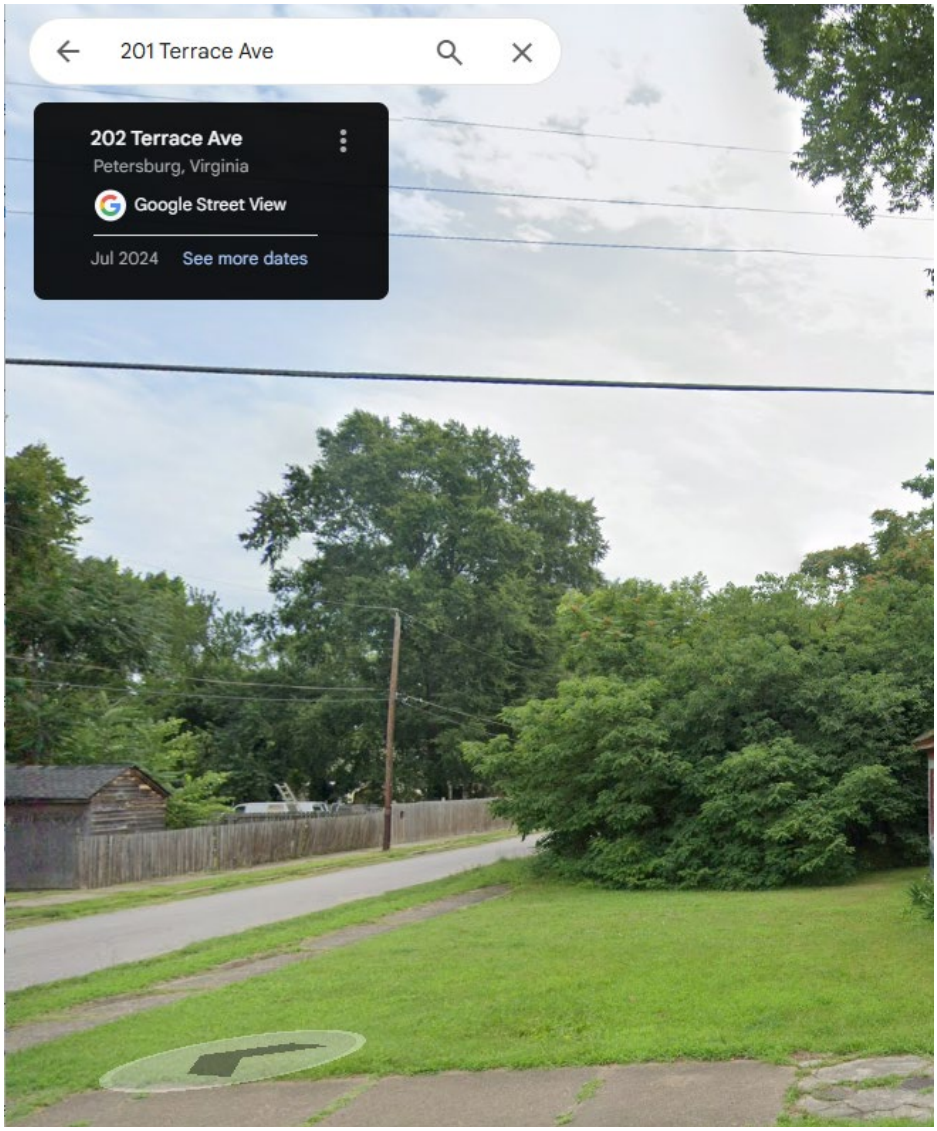
PROPERTY PICTURE (TODAY)



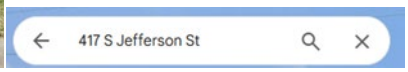

1420 Ferndale Ave
1425 Ferndale Ave
Petersburg, Virginia
Google Street View
May 2024
See more dates


1150 Rome St
Petersburg, Virginia
Google Street View
May 2024
See more dates


1162 Hinton St
1163 Hinton St
Petersburg, Virginia
Google Street View
May 2024
See more dates
Share


201 Terrace Ave
202 Terrace Ave
Petersburg, Virginia
Google Street View
Jul 2024
See more dates




417 S Jefferson St


921 Priam St
921 Priam St
Petersburg, Virginia
Google Street View
Jul 2024 See more dates
Share
Google
Image capture: Jul 2024 © 2025 Google


851 E Bank St
852 E Bank St
Petersburg, Virginia
Google Street View
Jul 2024
See more dates
Share
Google

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ANTHONY JACKSON for the Development of 723 Harding Street, Petersburg, Virginia.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ANTHONY JACKSON for the development of 723 Harding Street, Petersburg, Virginia.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and ANTHONY JACKSON for the development of 723 Harding Street, Petersburg, Virginia.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and ANTHONY JACKSON for the development of 723 Harding Street, Petersburg, Virginia.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with ANTHONY JACKSON for the development of 723 Harding Street, Petersburg, Virginia.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 723 Harding Street Resolution
2. 723 Harding Street Dev Agreement
3. 723 Harding Street Deed
4. Anthony Jackson Coversheet & LOI

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Anthony Jackson

WHEREAS; On October 21, 2025, the City of Petersburg entered into a Development Agreement with Anthony Jackson for the Development of 723 Harding Street, located in Petersburg, VA

WHEREAS; The due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS; the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and Anthony Jackson for the development of 723 Harding Street, located in Petersburg, VA.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTIES AT 723 HARDING STREET, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this October 21, 2025 came the parties, ANTHONY JACKSON ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant properties 723 HARDING STREET, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail, or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property 723 HARDING STREET, for the amount of Four thousand Two hundred dollars ($4,200).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____
March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:
I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.
Notary Public
Registration No.: _____
My Commission Expires: _____

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

RICHARD L. JONES
ATTORNEY AT LAW
21 WALNUT BLVD. – SUITE 1
PETERSBURG, VA. 23805

INST#02-001210

Tax ID [redacted] QUITCLAIM DEED

Tax exempt pursuant to Sec. 58.1-811(3)

THIS QUITCLAIM DEED, made this 21st day of March, 2002, between The UNITED STATES OF AMERICA, acting by and through SUSAN M. DUKES, SPECIAL AGENT IN CHARGE, INTERNAL REVENUE SERVICE, CRIMINAL INVESTIGATION, ALEXANDRIA FIELD OFFICE, hereinafter referred to as "Grantor", and the CITY OF PETERSBURG, a MUNICIPAL CORPORATION, hereinafter referred to as "Grantee;"

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, the "Grantor" UNITED STATES OF AMERICA does hereby REMISE, RELEASE and forever QUITCLAIM to the "Grantee", CITY OF PETERSBURG, a MUNICIPAL CORPORATION all of their right title and interest in or to the following described property situate and being in the City of Petersburg, to-wit; **723-725 Harding Street, Petersburg, Virginia 23803**

SEE SCHEDULE "A" ATTACHED AND MADE A PART HEREOF

AND BEING the same property conveyed to the Grantor by Final Order of Forfeiture issued in the United States District Court for the Eastern District of Virginia Richmond Division entered January 17, 2002 which is recorded in the Office of the Petersburg Circuit Court instrument number 020000426, among the aforesaid land records.

Subject to prior liens of record. This deed was prepared without the benefit of title examination.

This conveyance is made subject to the covenants, restrictions, conditions, casements and rights of way or record affecting the above described property.

Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals:

THE UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE
INTERNAL REVENUE SERVICE

BY _____ (SEAL)
SUSAN M. DUKES
SPECIAL AGENT IN CHARGE
INTERNAL REVENUE SERVICE
CRIMINAL INVESTIGATION
ALEXANDRIA FIELD OFFICE

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, TO-WIT:

I, Mary B. Kemmler, a notary public for the said county and state, do certify that SUSAN M. DUKES, Special Agent in Charge, Internal Revenue Service, whose name is signed to the writing above, has this day acknowledged the same before me in my said state and country.

Given under my hand this 21st day of March, 2002.

My commission expires 11-30-2004.

Mary B. Kemmler
NOTARY PUBLIC

NOTARY SEAL

ADDRESS OF GRANTEE:
135 N. Union St.
Room 204-City Hall
Petersburg VA 23803

SCHEDULE "A"

All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, fronting 38 feet on the east side of Harding Street in the City of Petersburg, Virginia and being shown on that certain "Plat of Nos. 723 and 725 Harding Street in The City of Petersburg, Va." made by Harvey L. Parks, Inc., dated October 22, 1992, a copy of which was recorded with the deed of gift dated November 2, 1992 from Carl D. Peters and Joyce B. Peters, husband and wife, to Thomas E. Whitley and Lynda A. Whitley and Paul H. Tudor and Theresa M. Tudor, said deed being recorded in the Clerk's Office, Circuit Court of the City of Petersburg, Virginia, in Deed Book 504, at page 11.

It being the same property in all respects which was conveyed to Richard Adkins by deed from Thomas E. Whitley, et als, dated May 7, 1996, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 553, page 837.

INSTRUMENT #020001210
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
MARCH 25, 2002 AT 04:03PM
BENJAMIN O. SCOTT, CLERK
BY: Maybee Kemp-Smith (DC)

PROJECT BRIEF

Developer:	Anthony Jackson
Project Address:	723 Harding Street
Assessed Value:	$4200.00
Offer Amount:	$4200.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

Developer proposes the construction of new, single-family dwellings to be sold at market value pricing.

PROPERTY PICTURE (TODAY)



Anthony Jackson

16001 Clawton Ct.

Chesterfield, VA 23832

804-971-7183

Date: December 9, 2024

City of Petersburg Real Estate Department

Subject: Offer to Purchase Lot at 723 Harding St., Petersburg, VA 23803

To Whom It May Concern,

I am writing to formally express my interest in purchasing the property located at 723 Harding St., Petersburg, VA 23803. As part of this offer, I propose to pay the assessed value of $4,200 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,



Anthony Jackson

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and UNDERHILL ROW LLC for the Development of a portion of 117 Lafayette Street, Located in Petersburg, VA.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and UNDERHILL ROW LLC for the development of a portion of 117 Lafayette Street located in Petersburg, VA.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and UNDERHILL ROW LLC for the development of a portion of 117 Lafayette Street located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and UNDERHILL ROW LLC for the development of a portion of 117 Lafayette Street located in Petersburg, VA.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with UNDERHILL ROW LLC for the development of a portion of 117 Lafayette Street located in Petersburg, VA.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 117 Lafayette Street Resolution
2. 117 Lafayette Street Dev Agreement
3. Quitclaim Deed CSX to City of Pburg
4. 117 Lafayette Street Dale Pittman Coversheet & LOI

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Underhill Row LLC for the Development of a portion of 117 Lafayette Street

WHEREAS, on October 21, 2025, the City of Petersburg entered into a Development Agreement with Underhill Row LLC for the development of a portion of 117 Lafayette Street; and

WHEREAS, the due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS, the Development Agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the Development Agreement between the City of Petersburg and Underhill Row LLC for the development of a portion of 117 Lafayette Street.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 117 LAFAYETTE STREET (portion of property), PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this OCTOBER 21, 2025 came the parties, UNDERHILL ROW LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property at 117 Lafayette Street (portion of property), Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of the Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property at 117 Lafayette Street, for the amount of Two thousand two hundred and twenty dollars ($2,220.00).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: Matthew Pittman, Underhill Row LLC

CITY OF PETERSBURG, VIRGINIA

By: _____
March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:

I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.
Notary Public
Registration No.: _____
My Commission Expires: _____

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

RICHARD L. JONES
ATTORNEY AT LAW
21 WALNUT BLVD. – SUITE 1
PETERSBURG, VA. 23805

INST#03-004589

Tax ID Part of: 010190016
Sales Price $62,000.00

QUITCLAIM DEED

Tax Exempt pursuant to Sec. 58.1-811 (3)

THIS QUITCLAIM DEED, made this 11th day of September, 2003, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and THE CITY OF PETERSBURG, VIRGINIA, whose mailing address is 135 N. Union Street, Petersburg, Virginia 23803, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of SIXTY-TWO THOUSAND AND NO/100 DOLLARS ($62,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to those four (4) certain tracts or parcels of land situate, lying and being at Petersburg, Commonwealth of Virginia, individually referred to as "Parcel A", "Parcel B", "Parcel C" and "Parcel D"hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 4.586 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Karen P. Clarke

Regina A. Taylor-Murphy

CSX TRANSPORTATION, INC.:

By: J Randall Evans
Print Name: J. Randall Evans
Print Title: Vice President

Attest Donna W. Melton (SEAL)
Secretary
Print Name: Donna W. Melton

This instrument prepared by
or under the direction of:

William C Basney

William C. Basney, Esq.
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

RETURN TO: **Louis A. Rosenstock, III, Esq.**
City Hall Annex
103 W. Tabb Street
Petersburg, VA 23803

:0608

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Regina A. Taylor-Murphy a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came J. Randall Evans, (✓) to me known, and/or (✓) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: (s)he resides in Jacksonville, Duval County, Florida; (s)he is Vice President, of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; (s)he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 11th day of September, 2003.

My commission expires on:

Regina A Taylor-Murphy
My Commission DD186582
Expires February 19, 2007

Notary Public (SEAL)
Print Name: Regina A. Taylor-Murphy

EXHIBIT A

Description of property at: Petersburg, VA
To: The City of Petersburg, Virginia
CSXT Deed File No.: 2003-4622/KPC

PARCEL A

BEGINNING at a point at the north east intersection of Commerce street and North South Street; Thence along the east line of North South Street N 15 degrees 49' 54" W, 55.00' to a point; Thence along the southern line of T.M. Parcels 023020801 & 023020802, S 88 degrees 02' 50" E, 168.43' to a point on the north line of Commerce Street; Thence along the north line of Commerce Street S 72 degrees 53' 54" W, 160.42' to the POINT OF BEGINNING. Said Parcel contains 4,410 sq. ft. - 0.101 Acre of Land.

PARCEL B

BEGINNING at a point at the south east intersection of North Jones Street and Commerce Street; Thence along the south line of Commerce Street N 84 degrees 51' 18" E, 365.93' to an angle point in said road; Thence continuing along the south line of Commerce Street N 68 degrees 00' 00" E, 161.46' to a point at the west line of Hazel Street; Thence along the west line of Hazel Street S 10 degrees 27' 40" E, 86.00' to a point; Thence S 70 degrees 20' 00" W, 54.76' to a point; Thence S 73 degrees 23' 10" W, 101.01' to a point; Thence S 81 degrees 05' 35" W, 149.11' to a point; Thence N 14 degrees 10' 52" W, 28.11' to a point; Thence S 89 degrees 52' 47" W, 222.14' to a point on the east line of North Jones Street; Thence along the east line of North Jones Street N 08 degrees 16' 43" W, 35.25' to the POINT OF BEGINNING. Said parcel contains 34,078 sq. ft. - 0.782 Acre of Land.

PARCEL C

BEGINNING at a point at the south east intersection of Hazel Street and Commerce Street; Thence along the south line of Commerce Street N 68 degrees 00' 00" E, 602.84' to a point at the west line of Lafayette Street; Thence along the west line of Lafayette Street S 21 degrees 06' 11" E, 131.49' to a point; Thence S 71 degrees 43' 30" W, 229.97' to a point; Thence S 72 degrees 31' 49" W, 390.01' to a point at the east line of Hazel Street; Thence along the east line of Hazel Street N 10 degrees 27' 40" W, 87.50' to the POINT OF BEGINNING. Said parcel contains 67,164 sq. ft. - 1.542 Acres of Land.

PARCEL D

BEGINNING at a point at the south east intersection of Lafayette Street and Commerce Street; Thence N 68 degrees 15' 00" E, 617.61' to a point at the west line of North Davis Street; Thence along the west line of North Davis Street S 11 degrees 44' 00" E, 179.87' to a point; Thence S 72 degrees 26' 49" W, 589.42' to a point at the east line of Lafayette Street; Thence along the east line of Lafayette Street N 21 degrees 06' 11" W, 134.00' to the POINT OF BEGINNING. Said parcel contains 94,113 sq. ft. - 2.161 Acres of Land.

Being more particularly shown on plat of survey dated June 23, 2003 prepared by Michael E. Bristow, Land Surveyor Number 1305, Harvey L. Parks, Inc., 4508 W. Hundred Road, Chester, Virginia, incorporated herein by reference.

BEING a portion of the property acquired by predecessors of Grantor, by the following instruments, recorded among the Public Land Records of Petersburg City County, Virginia:

GRANTOR	GRANTEE	DEED DATE	DB/PG
E E TITUS	R P & C RR CO	3/16/00	NONE
GEORGE H BROWN	VIRGINIA & CAROLINA RR CO	10/14/1884	46/86
R D MABEN	VIRGINIA & CAROLINA RR CO	10/14/1884	46/99
JOHN HINTON, ETAL	VIRGINIA & CAROLINA RR CO	11/18/1884	46/150
WILLIAM E HINTON, ETAL	VIRGINIA & CAROLINA RR CO	11/26/1884	46/149
GEORGE W DUNN	VIRGINIA & CAROLINA RR CO	11/26/1884	46/59
J Q JACKSON, ETAL	VIRGINIA & CAROLINA RR CO	12/18/1884	46/154
R H JONES, ET AL	VIRGINIA & CAROLINA RR CO	12/22/1884	46/224

The Richmond And Petersburg Railroad Company purchased The Petersburg Railroad Company, Effective November 21, 1898, and became, by change of name, The Atlantic Coast Line Railroad Company of Virginia. On April 21, 1900 The Atlantic Coast Line Railroad Company of Virginia absorbed the following companies: Atlantic Coast Line Railroad Company of South Carolina; Wilmington and Weldon Railroad; Southeastern of North Carolina; and Norfolk and Carolina Railroad. On April 23, 1900 The Atlantic Coast Line Railroad Company of Virginia changed its name to The Atlantic Coast Line Railroad Company. On July 1, 1967 The Atlantic Coast Line Railroad Company merged with The Seaboard Air Line Railroad Company to form The Seaboard Coast Line Railroad merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

By special act of legislature of Virginia, approved January 12, 1900, all property and franchises of The Virginia And Carolina Railroad Company became incorporated as the Richmond, Petersburg and Carolina Railroad Company. On April 10, 1900, the name of the Richmond, Petersburg and Carolina Railroad Company was changed to Seaboard Air Line Railway by order of The Circuit Court of The City of Richmond. Under an Agreement dated October 11, 1915, effective November 16, 1915, The Seaboard Air Line Railway was consolidated with The Seaboard Air Line Railway Company (formerly The Carolina, Atlantic & Western Railway) to form Seaboard Air Line Railway Company, a new and distinct corporation. On August 1, 1946, pursuant to a plan of reorganization, all the properties of Seaboard Air Line Railway Company were transferred to Seaboard Air Line Railroad Company. On July 1, 1967 The Atlantic Coast Line Railroad Company merged with The Seaboard Air Line Railroad Company to form The Seaboard Coast Line Railroad Company. On December 29, 1982 The Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

INSTRUMENT #030004589
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
OCTOBER 20, 2003 AT 09:44AM
$62.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $31.00 LOCAL: $31.00
BENJAMIN O. SCOTT, CLERK
BY: _____ (DC)

5

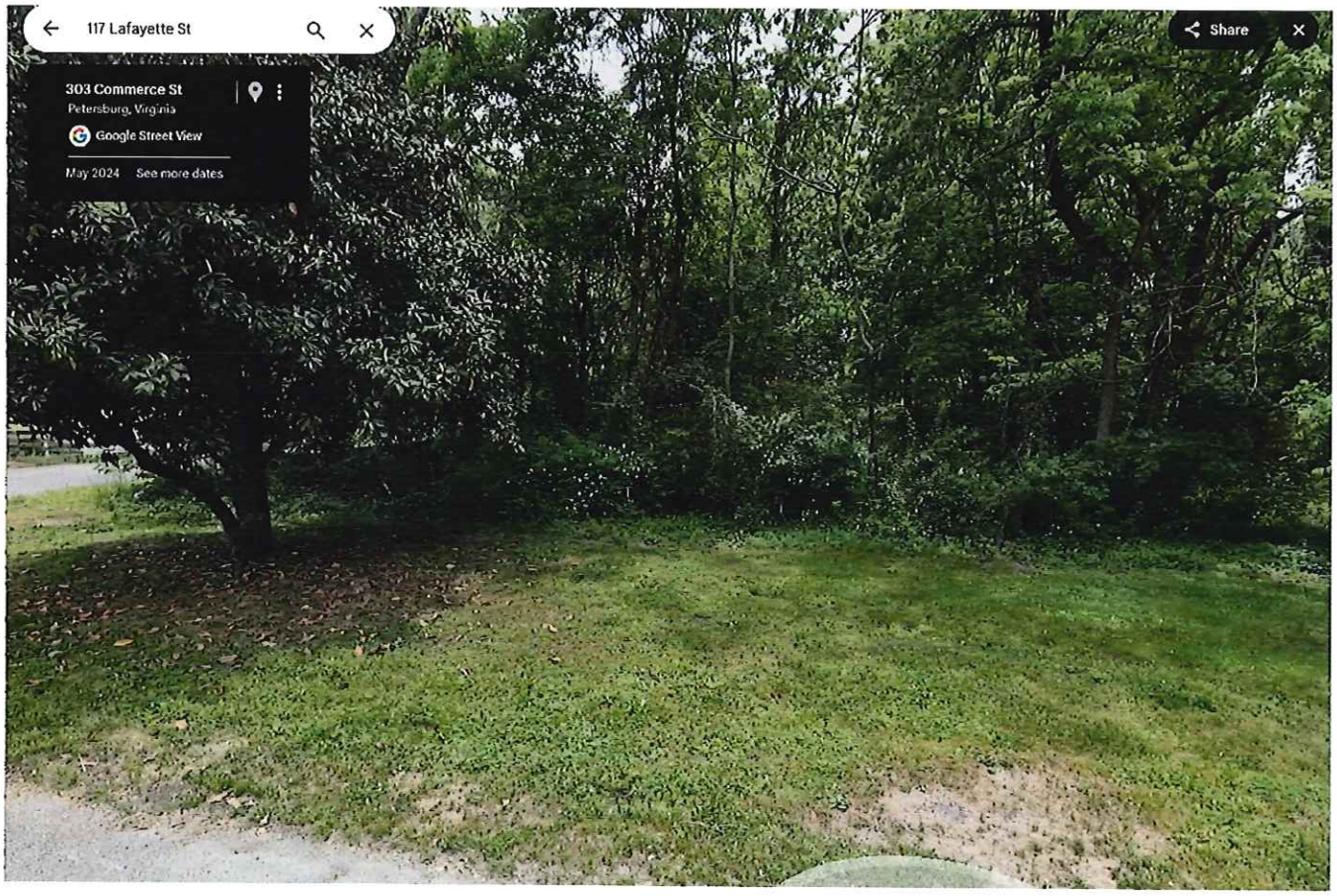
PROJECT BRIEF

Developer:	Dale Pittman
Project Address:	117 Lafayette Street
Assessed Value:	$59100.00 (total value) but portion value is $2216.25
Offer Amount:	$22200.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

Parking for newly renovated building across the street.

PROPERTY PICTURE (TODAY)



Letter of Intent
Purchase of City-Owned Land for New Business Parking

Good Morning,

I am writing to explore the possibility of purchasing a piece of City-owned land across from a newly renovated commercial property to use as parking for the business.

I am one of the owners of 303 Commerce Street. We have recently completed a full restoration of the property and it is now set to be a new commercial space not far from the center of downtown. Property card and photos of the project (before & after) are attached.

We are in the process of selecting a commercial tenant for the space. Several of the prospective tenants we have met with have indicated a desire to use the gated lot on the property as part of business operations (e.g. patio area, display area for outdoor retail, etc.). This would create a challenge with parking, as there is no adjacent street parking on Commerce Street.

We would like to propose the purchase of a small section of City-owned land directly across the street from 303 Commerce. It would be a carve-out from the larger parcel, 117 Lafayette Street, that encompasses the entire creek along that block of Commerce Street. The carve-out would be roughly 2,500 square feet. The use would be identical to the adjacent parcel (310-440 Commerce Street), where the High Street Lofts have a gravel parking area surrounded by mowed grassy area. The property card for 117 Lafayette and map/imagery with proposed carve-out are attached.

We propose the purchase by Underhill Row LLC of a 2,500 square foot carve-out of 117 Lafayette Street. 117 Lafayette is assessed at $59,100 for 1.6 acres, and we propose the purchase of .06 acres at that assessed rate, or $2,220. This would aid in the development of local business, generate tax revenue for the City, and reduce the City's maintenance burden.

Thank you for your consideration.

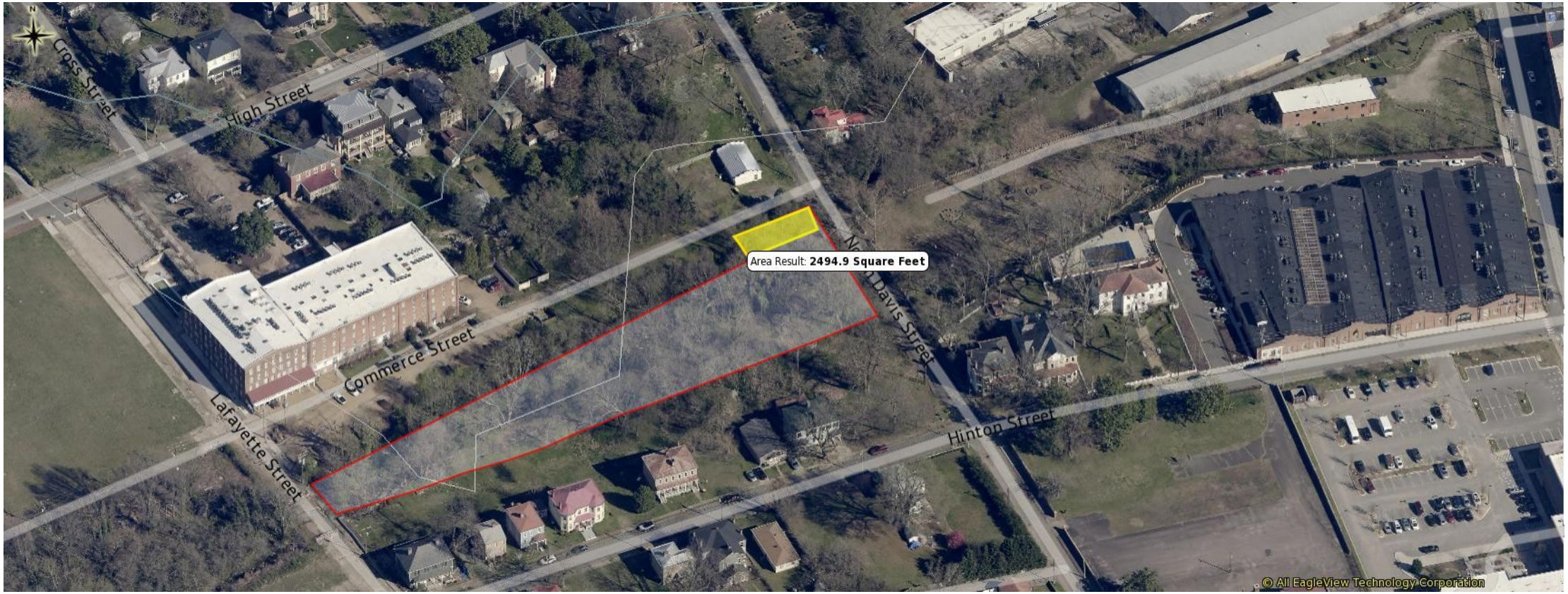
Best,
Matthew Pittman




503


503

Davis and Commerce St



03/16/2024


201 N Davis St
Petersburg, Virginia
Google Street View
May 2024
See more dates
Commerce St
Google

Petersburg, Virginia

Parcel: 010190800

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	480
State Class:	7 Exempt Local
Zoning:	M-1
Property Address	117 LAFAYETTE ST Petersburg , VA
Legal Acreage:	1.6
Legal Description:	1.6 ACRES
Subdivision:	Grove-High-Low (Not Platted)
Assessment Neighborhood Name:	
Local Historic District:	Folley Castle

National Historic District:	Folley Castle
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8103
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	
Foundation:	
Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	10/20/2003	$62,000	2003/4589

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	$59,100	$59,100	$59,100	$59,100	$59,100
Improvement Value	$	$	$	$	$
Total Value	$59,100	$59,100	$59,100	$59,100	$59,100

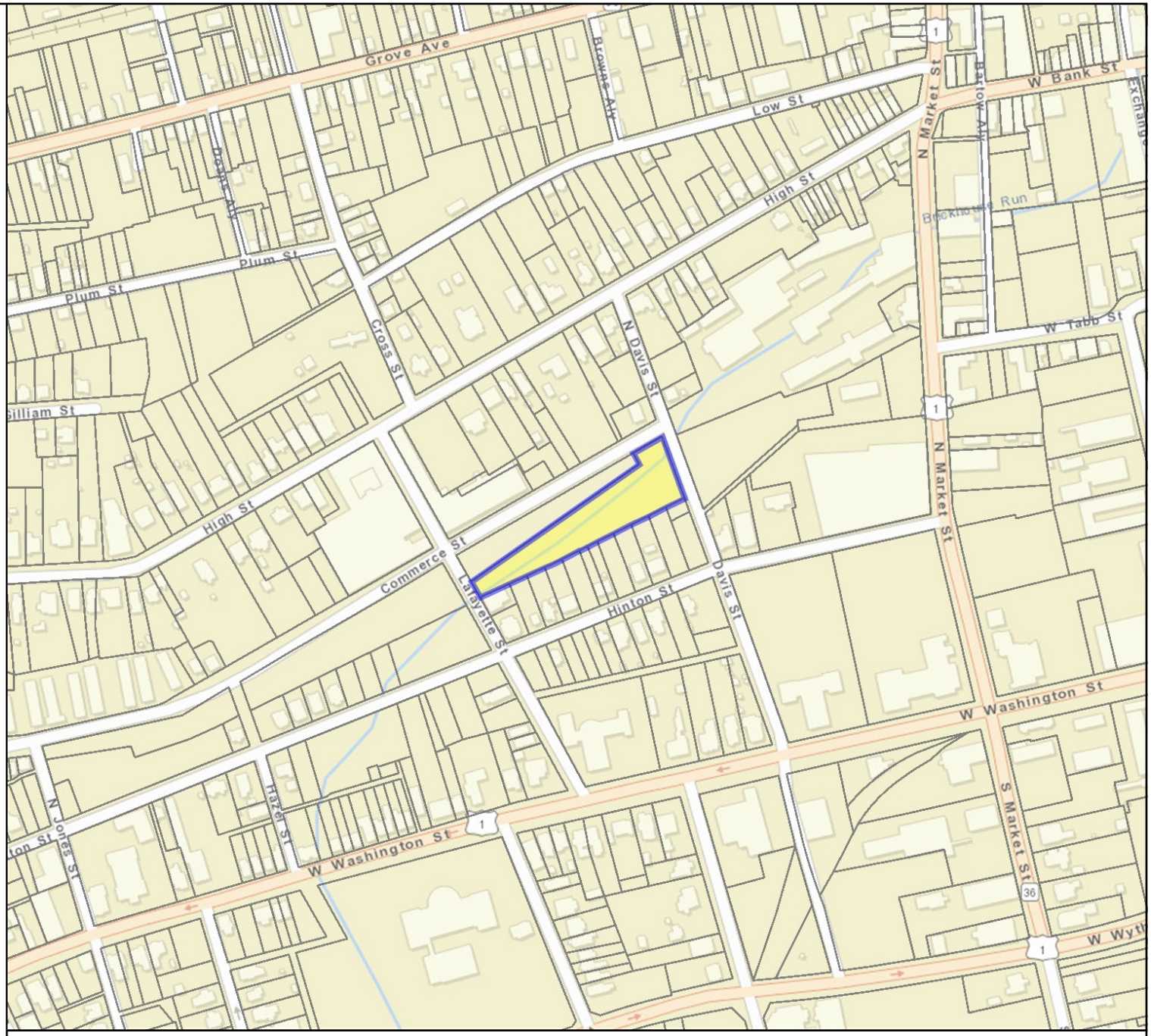
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- City Boundary
- Parcels



Parcel #: 010190800 **Date: 4/15/2025**

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.

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Petersburg, Virginia

Parcel: 010200011

Summary

Owner Name	UNDERHILL ROW LLC
Owner Mailing Address	112-A W TABB ST PETERSBURG , VA 23803
Property Use	462
State Class:	4 Commercial and Industrial
Zoning:	M-1
Property Address	303 COMMERCE ST Petersburg , VA
Legal Acreage:	.156
Legal Description:	92.8-109.9X65 INCL 301307-309 COMMERCE ST
Subdivision:	Grove-High-Low (Not Platted)
Assessment Neighborhood Name:	
Local Historic District:	Old Towne

National Historic District:	Old Towne
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8103
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	1,288
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	
Half Baths:	2
Foundation:	SL
Central A/C:	100%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
ROWLETT,CHARLES A SR	9/30/2020	$50,000	2020/2525
	12/9/1991	$31,900	493/199

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	$22,600	$22,600	$22,600	$22,600	$22,600
Improvement Value	$27,400	$27,400	$27,400	$132,400	$132,400
Total Value	$50,000	$50,000	$50,000	$155,000	$155,000

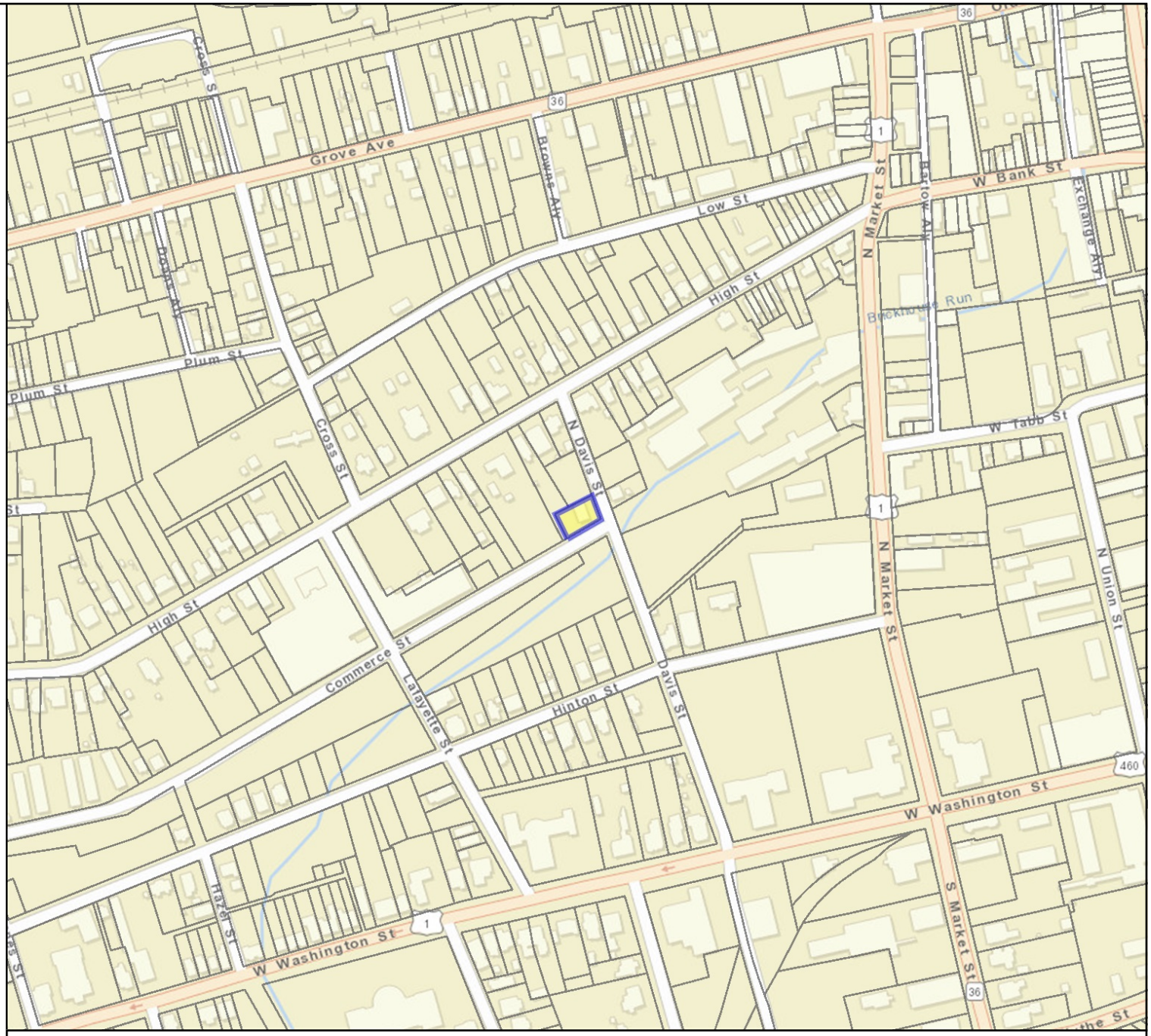
Property Tax (Coming Soon)

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Petersburg, Virginia

Legend

- City Boundary
- Parcels



Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 010200011

Date: 4/15/2025

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

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court, Located in Petersburg, VA.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court, located in Petersburg, VA.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court, located in Petersburg, VA.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court, located in Petersburg, VA.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Resolution
2. Ross Court Dev Agreement
3. 4 Ross Court Deed
4. 6 Ross Court Deed
5. 9 Ross Court Deed
6. 12 Ross Court Deed
7. Ross Court(4,6,9,12) Daniel Smith Real Estate LLC Cover Sheet & LOI

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the Development of 4,6,9, and 12 Ross Court

WHEREAS, on OCTOBER 21, 2025, the City of Petersburg entered into a Development Agreement with DANIEL SMITH REAL ESTATE LLC for the development of 4,6,9, and 12 Ross Court; and

WHEREAS, the due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS, the Development Agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the Development Agreement between the City of Petersburg and DANIEL SMITH REAL ESTATE LLC for the Development of 4,6,9, and 12 Ross Court.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTIES AT 4,6,9, and 12 ROSS COURT, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this October 21, 2025 came the parties, DANIEL SMITH REAL ESTATE LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant properties 4,6,9 and 12 Ross Court, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of the Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the properties at 4,6,9, and 12 Ross Court, for the amount of Seventeen thousand five hundred dollars ($17,500.00).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: Tanya John Daniel Smith Real Estate

Printed name: Tanya Smith

CITY OF PETERSBURG, VIRGINIA

By: _____

March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:

I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.

Notary Public

Registration No.: _____

My Commission Expires: _____

Approved as to form:

By: _____

Anthony C. Williams, City Attorney

This deed prepared by
Richard L. Jones, atty.
21 Walnut Boulevard, Suite 1
Petersburg, VA 23805

THIS DEED, made and entered into this 2nd day of June, 1999, by and between R. Garland **BROCKWELL**, Jr., and John Wesley **BROCKWELL**, parties of the first part, hereinafter called the grantors, and **CITY OF PETERSBURG**, a municipal corporation, party of the second part, hereinafter called the grantee.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, cash in hand paid by the party of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said party of the second part, the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED AND MADE A PART HEREOF.

Tax exempt pursuant to Sec. 58.1-811(3)

This conveyance is made expressly subject to all existing conditions and reservations of record affecting the said land to the extent that they may lawfully apply.

WITNESS the following signatures and seals:

R. Garland Brockwell (SEAL)
R. Garland Brockwell, Jr.

_____(SEAL)
John Wesley Brockwell

STATE OF VIRGINIA

CITY OF PETERSBURG, TO WIT:

The foregoing instrument was acknowledged before me this 25th day of June, 1999, by R. Garland Brockwell, Jr. and John Wesley Brockwell.

My commission expires: August 31, 2002.

Notary Public

Address of grantee:
City Hall
Petersburg VA 23803

SCHEDULE "A"

All that certain lot or parcel of land, with the buildings and appurtenances thereunto belonging, in the City of Petersburg, Virginia, and being known and designated as Lot No. **Ten** (10) on a plat of "**Ross Court**" of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 92, page 304; said property also known by current City Street Number as **4 Ross Court**; the lot here conveyed fronting 33 feet on Ross Court and extending back by parallel lines 66 feet to an eight foot alley, together with the right to use the said eight foot alley in common with owners of adjoining property abutting thereon; it being the same property in all respects which was conveyed to R. Garland Brockwell, Jr. and John Wesley Brockwell by deed from R. Garland Brockwell, Sr. and wife, dated August 25, 1988, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 458, page 57.

INSTRUMENT #990002757
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
JUNE 28, 1999 AT 10:05AM
$4.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $2.00 LOCAL: $2.00
BENJAMIN O. SCOTT, CLERK
BY: Maybee Kavanaugh (DC)

BOOK 0000 PAGE 0572 INST# 10-002026

Prepared By:

Harrell & Chambliss LLP
707 East Main Street, Suite 1000
Richmond, Virginia 23219

Consideration: $24,000.00
Assessed value: $21,300.00

\# 031040036

Map Ref. #: ~~031-04-0036~~(6 Ross Ct. Petersburg, VA 23224)

Title Underwriter: Lawyers Title Insurance Corporation

THIS DEED, made as of the 1st day of July, 2010, by **TRINITY CAPITAL DEVELOPMENT, LLC, a Virginia limited liability company** ("Grantor") and **THE CITY OF PETERSBURG, VIRGINIA** ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto Grantee, the real estate set forth and more particularly described in the attached **Schedule A**.

This conveyance is made subject, however, to any conditions, restrictions, and easements of record to the extent that they may be applicable to the property hereby conveyed and to such state of facts as would be shown by a current survey and inspection of the property.

[SEE NEXT PAGE FOR SIGNATURE]

WITNESS the following signature and seal:

TRINITY CAPITAL DEVELOPMENT, LLC

By: Grace W. Young

Title: Grace Dent

STATE OF VIRGINIA

CITY OF Richmond; to-wit:

The foregoing deed was acknowledged before me on the 19th day of July, 2010 in my City and State aforesaid by Gracitta Washington Young behalf of Trinity Capital Development, LLC.

My commission expires: October 31, 2011; Notary Registration #: 280360

Pamela R. Anderson

Notary Public

PAMELA R. ANDERSON
NOTARY PUBLIC
REG # 280360
MY COMMISSION EXPIRES
10/31/2011
COMMONWEALTH OF VIRGINIA

PAGE0574

SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, known, numbered and designated Lot No. 11 on a plat of Ross Court of record in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, in Deed Book 92, at Page 304, said lot fronts thirty-three (33) feet on Ross Court and runs back between parallel lines sixty-six (66) feet to an alley. 6 Ross Court.

BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002595.

Grantee's Address:
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

INSTRUMENT #100002026
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 10, 2010 AT 11:55AM
$24.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $12.00 LOCAL: $12.00

BENJAMIN O. SCOTT, CLERK
RECORDED BY: WRG

2

000 PAGE0575

INST# 10-002027

Prepared By:

Harrell & Chambliss LLP
707 East Main Street, Suite 1000
Richmond, Virginia 23219

Consideration: $32,450.00
Assessed Value: $20,100.00

031040045

Map Ref. #: 031-04-0045(9 Ross Ct. Petersburg, VA 23224)

Title Underwriter: Lawyers Title Insurance Corporation

THIS DEED, made as of the 1st day of July, 2010, by **TRINITY CAPITAL DEVELOPMENT, LLC, a Virginia limited liability company** ("Grantor") and **THE CITY OF PETERSBURG, VIRGINIA** ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto Grantee, the real estate set forth and more particularly described in the attached **Schedule A**.

This conveyance is made subject, however, to any conditions, restrictions, and easements of record to the extent that they may be applicable to the property hereby conveyed and to such state of facts as would be shown by a current survey and inspection of the property.

[SEE NEXT PAGE FOR SIGNATURE]

WITNESS the following signature and seal:

TRINITY CAPITAL DEVELOPMENT, LLC

By: Gracetta Washington Young

Title: President

STATE OF VIRGINIA

CITY OF Richmond; to-wit:

The foregoing deed was acknowledged before me on the 19th day of July, 2010 in my City and State aforesaid by Gracetta Washington Young on behalf of Trinity Capital Development, LLC.

My commission expires: October 31 2011; Notary Registration #: 280360

Pamela R. Anderson

Notary Public

PAMELA R. ANDERSON
NOTARY PUBLIC
REG # 280360
MY COMMISSION EXPIRES
10/31/2011
COMMONWEALTH OF VIRGINIA

K0000 PAGE0577

SCHEDULE A

ALL that certain lots or parcels of real property, with the improvements thereon and appurtenances thereto, belonging, lying, being and situated in the City of Petersburg, Virginia, fronting for a distance of 41 feet, more or less, on the north line of Ross Court, and running back therefrom by and between parallel side lot lines for a distance of 66 feet, more or less, to an alley which is 8 feet in width and is adjacent to the north or rear lot line of the subject property, and being a part of the property designated as Lot Five (5) and being a part of the property designated as Lot Six (6) on a plat of "Ross Court"' a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 92, at Page 304, reference to said plat being hereby made for a more particular description of the property conveyed herein: said property being known by the current street address of 9 Ross Court, Petersburg, Virginia.

BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002594.

Grantee's Address:
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

INSTRUMENT #100002027
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 10, 2010 AT 11:57AM
$32.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $16.25 LOCAL: $16.25

BENJAMIN O. SCOTT, CLERK
RECORDED BY: WRG

3

0000 PAGE0578 INST# 10-002028

Prepared By:

Harrell & Chambliss LLP
707 East Main Street, Suite 1000
Richmond, Virginia 23219

Consideration: $41,250.00
Assessed value: $39,200.00

031040039

Map Ref. #: ~~031-04-0039~~(12 Ross Ct. Petersburg, VA 23224)

Title Underwriter: Lawyers Title Insurance Corporation

THIS DEED, made as of the 1st day of July, 2010, by **TRINITY CAPITAL DEVELOPMENT, LLC, a Virginia limited liability company** ("Grantor") and **THE CITY OF PETERSBURG, VIRGINIA** ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto Grantee, the real estate set forth and more particularly described in the attached **Schedule A**.

This conveyance is made subject, however, to any conditions, restrictions, and easements of record to the extent that they may be applicable to the property hereby conveyed and to such state of facts as would be shown by a current survey and inspection of the property.

[SEE NEXT PAGE FOR SIGNATURE]

PAGE 0579

WITNESS the following signature and seal:

TRINITY CAPITAL DEVELOPMENT, LLC

By: Gracelda Washington

Title: President

STATE OF VIRGINIA

CITY OF Richmond; to-wit:

The foregoing deed was acknowledged before me on the 19th day of July, 2010 in my City and State aforesaid by Gracelda Washington on behalf of Trinity Capital Development, LLC.

My commission expires: October 31, 11; Notary Registration #: 280360

Pamela R. Anderson
Notary Public

PAMELA R. ANDERSON
NOTARY PUBLIC
REG # 280360
MY COMMISSION EXPIRES
10/31/2011
COMMONWEALTH OF VIRGINIA

0580

SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situated in the City of Petersburg, Virginia, fronting on the south side of Ross Court being shown and designated as Lot No. 14 on a certain plat of Ross Court made by R.D. Budd, C.E. dated April 19, 1918, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 91, at Page 45, EXCEPTING, however, a strip of land 8 feet wide along the extreme Southern end of said Lot No. 14, which said strip of land is expressly reserved for the purpose of a contiguous alley-way along the rear of other lots shown on said plat.

BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002596.

Grantee's Address:
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

INSTRUMENT #100002028
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 10, 2010 AT 11:59AM
$41.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $20.75 LOCAL: $20.75

BENJAMIN O. SCOTT, CLERK
RECORDED BY: WRG

3

PROJECT BRIEF

Developer:	Daniel Smith Real Estate LLC
Project Address:	4 Ross Court 6 Ross Court 9 Ross Court 12 Ross Court
Assessed Value:	$17,500
Offer Amount:	$17,500
Percentage Offered:	100%

PROJECT DESCRIPTION:

To develop single family, market rate homes.

PROPERTY PICTURE (TODAY)



BUSINESS PLAN

Executive Summary

The parcel number 031040035 known as 4 Ross Court, parcel number 031040036 known as 6 Ross Court, parcel number 031040045 known as 9 Ross Court and parcel number 031040039 known as 12 Ross Court all identified as a City-owned real estate property.

Daniel Smith Real Estate LLC would like to purchase the above parcel for a fair market value price and build a single-family dwelling. Daniel Smith Real Estate is the current owner of three properties on Ross Court. The vision of Daniel Smith Real Estate LLC is to see the potential in each piece of real estate. The purpose of Daniel Smith Real Estate is to walk into what some consider an ugly property, see the beauty, and then make that beauty come to fruition. One of the values of the company is to improve and make each property worth living in it for the people and the community it serves.

The City of Petersburg has a Comprehensive Plan. The Comprehensive Plan for the City of Petersburg intended to facilitate development and an Economic resurgence. This development and economic revival will come as The City turns its challenges into opportunities and capitalizes on its location, historical significance and rich history. The plan emphasizes the need for development in the Central Business District, revitalization and commercial corridors, while preserving the historic properties and neighborhoods that make the City unique. The residential property listed above is just outside of the Central Business District. The proposed use complies the current zoning of the property.

Company Description

Daniel Smith Real Estate LLC is a single member limited liability company established in 2022. Daniel Smith Real Estate is a minority and women owned business. The Owner, Tanya Smith has extensive history as a real estate investor with over 8 years of experience. She has personally purchased and renovated nine properties. Please see enclosed photos.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Bryne Street, Located in Petersburg, VA.**

PURPOSE: Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the development of 436 Bryne Street located in Petersburg, VA.

REASON: To request the City Manager to execute a Development Agreement between the City of Petersburg and ACUNA PROPERTIES LLC for the development of 436 Bryne Street located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and ACUNA PROPERTIES LLC for the development of 436 Bryne Street located in Petersburg, VA.

BACKGROUND: On October 21, 2025, the City of Petersburg entered into a Development Agreement with ACUNA PROPERTIES LLC for the development of 436 Bryne Street located in Petersburg, VA.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/21/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. ACUNA Resolution
2. ACUNA Dev Agreement
3. ACUNA Deed
4. ACUNA Pur Agreement Coversheet & LOI

Resolution

A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street

WHEREAS; On October 21, 2025, the City of Petersburg entered into a development agreement with ACUNA PROPERTIES LLC for the Development of 436 Byrne Street; and

WHEREAS; The due diligence period is not to exceed 120 days except by the written consent of the City as approved by the Petersburg City Council; and

WHEREAS; the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street.

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 436 BYRNE STREET, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this October 21, 2025 came the parties, ACUNA PROPERTIES LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property at 436 Byrne Street, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to the Petersburg City Council and the City's Administration "project summary documents" herein attached as (**Exhibit A**) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of the Purchaser with regard to the purchase and development of the property into a sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, the Petersburg City Council did authorize the sale of the Property to The Purchaser, contingent upon the execution of this Development Agreement, which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the property development, the Purchaser shall notify the City, which shall determine compliance. Upon making such a determination, the City shall certify in writing the completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to the Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the schedule described in the project summary documents will not be authorized except by the written consent of the City, as approved by the Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, the Purchaser shall have thirty days to cure. Failure to cure the material breach within thirty days shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property at 436 Bryne Street, for the amount of Thirteen thousand dollars ($13,000).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default, which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____
March Altman, City Manager

COMMONWEALTH OF VIRGINA,
CITY OF PETERSBURG, TO WIT:
I, _____, a notary public in and for the Commonwealth and City aforesaid, do certify that _____, as _____ for the City of Petersburg, Virginia whose name is signed to the foregoing instrument dated _____, 20____ has acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.
Notary Public
Registration No.: _____
My Commission Expires: _____

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

I:PAGE0937

INST#04-003167

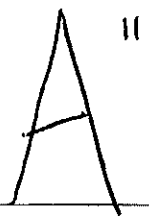
Prepared by Richard L. Jones
Attorney at Law
21 Walnut Boulevard, Suite 1
Petersburg, VA 23805
804-861-8601
Tax ID No: 0310400003
Sales Price $3,000.00

THIS DEED, made and entered into this 19th day of July, 2004 by and between **TABB STREET PROPERTIES L.L.C.**, a Virginia limited liability company, party of the first part, hereinafter called the grantor, and **CITY OF PETERSBURG**, a municipal corporation, party of the second part, hereinafter called the grantee.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto City of Petersburg, a municipal corporation, the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED AND MADE A PART HEREOF.

Tax exempt pursuant to Sec. 58.1-811 (3)



This conveyance is made expressly subject to all existing conditions and reservations of record affecting the said land to the extent that they may lawfully apply.

WITNESS the following signature and seal:

TABB STREET PROPERTIES, L.L.C.
By: _____
Manager

STATE OF VIRGINIA
CITY OF PETERSBURG, TO WIT:

The foregoing instrument was acknowledged before me this 19th day of July, 2004 by R. Garland Brockwell, Jr., Manager, on behalf of Tabb Street Properties, LLC.

My commission expires: 8/31/06

Linda Q. Morris
Notary Public

ADDRESS OF GRANTEE:
135 N. Union St., Room 204
City Hall, Petersburg VA 23803.

Schedule "A"

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the west side of Byrne Street, fronting thereon 29 1/2 feet, and extending back westwardly between parallel lines a distance of 219 1/2 feet, more or less, and designated by current city street number 436 Byrne Street.

It being part of the same property in all respects which was conveyed to Tabb Street Properties, L.L.C., a Virginia limited liability company, by deed from R. Garland Brockwell, Jr., dated July 20, 1999, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 620, page 322.

INSTRUMENT #040003167
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
JULY 23, 2004 AT 11:33AM
$3.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $1.50 LOCAL: $1.50
BENJAMIN O. SCOTT, CLERK
BY: _____ (DC)

221,976.00

BOOK 467 PAGE 235

THIS DEED, made this 25th day of August, 1989, by and between the CITY OF PETERSBURG, a Virginia municipal corporation, (hereinafter sometimes called "Grantor"), party of the first part; and UNION CAMP CORPORATION, a Virginia corporation (hereinafter sometimes called "Company"), party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor hereby grants, bargains, sells and conveys unto the said Company, in fee simple and with Special Warranty of title, all of the timber, wood, pulpwood and trees (hereinafter called "Timber") of every kind, species and description, lying, standing, being or growing upon a portion of that certain tract or parcel of land in the City of Petersburg, Virginia, known as a part of the Marlbrook tract, containing 190 acres, more or less, and more particularly described in Exhibit "A" attached hereto and made a part hereof, and further shown, on the Company's Cruise Map attached hereto and incorporated herein as Exhibit "B". The boundary lines of the aforesaid 190± acre timber area as indicated on the aforesaid Exhibits A and B, have been painted in blue and shown to the Company by the Grantor.

The said 190± acre timber area is a part of the tract of land containing 554.53 acres conveyed to the City of Petersburg by J. Roper Johnson and wife and others, by deed dated April 14, 1895, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Deed Book 40, at page 348.

brittani.c.edwards@dominionenergy.com

204-235 4267

It is covenanted and agreed by and between the parties hereto that the timber hereby conveyed shall be clear cut.

1. It is understood and agreed that Company shall have the right to cut the Timber as close to the ground as may be practicable, with power saws or otherwise.
2. It is understood and agreed that the Company shall have, and it is hereby granted, the full term of two (2) years, ending two (2) years from the recordation of this Timber Deed, in which to cut and remove the Timber from the said land, at any time and from time to time during said term, including the right to cut over the said land or any portion thereof as many times as the Company may desire.
3. It is further agreed, for the same consideration, that the Company's access to the above described timber area for the purpose of cutting, hauling and removing of the timber hereby conveyed shall be restricted to access only from the adjacent State Highway 629, known as Birdsong Road, and logging road entrances from the said Birdsong Road are to be at angles to avoid direct sightings into the harvested area. It is further agreed for the same consideration that the Company is hereby granted all rights, ways, privileges and easements in and/or upon the above described 190± acre timber area, which may be useful, convenient, necessary or desirable in cutting, removing or handling the timber, or any other timber, wood, pulpwood or trees, or other thing whatsoever, and the exclusive right to locate, build, construct, erect, maintain, operate and utilize roads, buildings, structures, skidders, vehicles, tools and appliances, and

other means or instrumentalities that the Company may see fit or desire, on, over and across the said land, for all such purposes as the Company may see fit or desire, for itself, its agents, employees and licensees, and also the right to cut, use and remove any small timber and trees, undergrowth, brush or earth, the cutting, use or removal of which may be useful, convenient, necessary or desirable in the exercise of any of the rights granted hereby. All of the rights and privileges hereby granted shall continue until the expiration of the full term hereinabove granted for the cutting and removal of said timber from the said land, whether or not the said timber be cut and removed from the said land prior to the expiration of said term, and whether or not the notice hereinafter provided for be given. The Company shall not be liable for any damages that may be done the timber, trees or undergrowth on the parcel described herein in the cutting, handling or removal of the Timber hereby conveyed or in the exercise of any of the rights or privileges herein granted. The Company shall have the right to remove any property whatsoever placed by it upon the said land, at any time during the continuance of this contract and within one (1) year after the expiration of the rights and privileges enumerated in this paragraph.

4. Reforestation:

It is understood and agreed by and between the parties hereto that the "Company" will site prepare and plant pine seedlings upon the above described 190± acre parcel of land in accordance with an Alternate Management Plan

obtained by the "Grantor" and the "Company" from the Division of Forestry of the Commonwealth of virginia. No seed trees shall be required to be left standing upon the above timber tract.

5. It is understood and agreed that the Company will not be responsible for any damage which may be done to interior fences by its logging operations.

6. Company agrees that at the end of its logging operations it will leave paths used by it in as good condition as they were at the beginning of its logging operations.

7. Grantor covenants and agrees that it has caused the boundary lines of the 190± acre parcel of land herein described, on which the timber is being conveyed, to be plainly marked with blue paint; that the lines as marked are the true and correct boundary lines of the timber area; that the Company has relied on the lines as marked for its determination of the location of the timber purchased.

8. The Party of the First Part agrees that the property lines of the within-described tracts are clearly marked, or will be so marked prior to any timber cutting, and are the correct property lines, and the Party of the First Part will be solely liable for any damage or claim which may be made because of improper or inadequate marking of the property lines.

9. Other terms and conditions:

The Company covenants and agrees by and with the Grantors that no line trees or marked trees are to be cut; that it

will remove all laps from the buffer areas as indicated on the aforesaid Exhibits A and B; that it will remove all logging debris, cans, paper, trash, and etc. from the timber area; that it will comply with the Best Management Practices; that no logging road entrances will be used from Flank Road; that all logging shall be conducted during dry periods to avoid rutting; that the Grantor reserves the right to stop harvesting due to wet soil conditions, however, if that right is exercised then extra time will be granted to remove the aforesaid timber; that it will notify the Grantor prior to road construction from Birdsong Road or harvesting; that if a dispute arises between the Grantor and the Company pertaining to the cutting and said removal of said timber, or any right or condition herein contained, an arbitration committee of three persons shall resolve any such dispute. The arbitration committee shall consist of one person chosen by each of the parties hereto, who will choose a third party to complete the arbitration committee, and the decision of the arbitration committee as to any such dispute shall be final and conclusive.

10. All of the covenants, conditions and provisions hereof shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representative, successors or assigns, whether herein so expressed or not; and "Grantor", wherever used herein, shall be construed to mean and shall include the party of the first part.

IN WITNESS WHEREOF, the City of Petersburg has caused its municipal corporate name to be hereto signed by Richard M.

Brown, City Manager, on behalf of the City of Petersburg, all in accordance with a resolution adopted by the City Counsel of the City of Petersburg at a counsel meeting duly and lawfully held on the 6th day of June, 1989.

The City of Petersburg
By:

_____(SEAL)
Richard M. Brown, City Manager of the City of Petersburg

STATE OF VIRGINIA

City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 6th day of September, 1989, by the City of Petersburg, by Richard M. Brown, City Manager of the City of Petersburg.

Tamara B. Page
Notary Public

My commission expires: November 3, 1989.

I was commissioned a notary public as Tamara G. Wells.

BOOK 167 PAGE 241

EXHIBIT "A"

ALL that certain tract or parcel of land, lying, situate and being in the City of Petersburg, Virginia, containing 190± acres, more or less, and bounded generally as follows:

On the South by Birdsong Road; on the Southeast by the right of way of Flank Road; on the West by the property of Second Baptist Church and the Fire Station property of the City of Petersburg; and on the North by the Petersburg High School Property and the property now or formerly belonging to Walter A. Edens, Joe E. Edens and Mary E. Chrane.

Exhibit "B"

Bk. 467 Pg. 242

DEED BOOK 551 PAGE 233

DEED OF BARGAIN AND SALE

PLAT BOOK 5
PAGE 155

THIS DEED, dated as of March 22, 1996, between THE CONSERVATION FUND, a Maryland not-for-profit corporation, (the "Grantor"), and the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, (the "Grantee"), recites and provides as follows:

RECITALS

The real estate described hereinafter is being conveyed to the City of Petersburg, and is, therefore, exempt from recordation taxes imposed by Section 58.1-802 of the Code of Virginia, 1950, as amended pursuant to the provisions of subparagraph 2 of paragraph C of Section 58.1-811 of the Code of Virginia, 1950, as amended.

CONVEYANCE

For and in consideration of the conveyance made hereby, the consideration received therefor by the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, subject to the matters described herein, hereby grants and conveys to the Grantee with special warranty of title, the real estate described on Exhibit A attached hereto.

The Grantor does hereby further quitclaim to the Grantee any and all right, title and interest which the Grantor may have in the real estate as described in Exhibit B attached hereto.

This conveyance is made subject to all easements, conditions, restrictions and agreements of record that lawfully apply to the Real Estate or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by a duly authorized officer.

THE CONSERVATION FUND

By Leland Edmann

COMMONWEALTH
~~STATE~~ OF VIRGINIA, AT LARGE, to-wit:
County OF ARLINGTON

The foregoing instrument was acknowledged before me in the County of Arlington, Virginia, this 22nd day of March, 1996, by Richard C. Erdman as Vice President of The Conservation Fund, a Maryland not-for-profit corporation, on behalf of said corporation.

My commission expires: 3/31/98.

Notary Public

The address of the Grantee is:

The City of Petersburg
City Hall
Room 204
Petersburg, Virginia 23803
Attn: Michael Packer

DEED BOOK 551 PAGE 836

EXHIBIT A

Description of the Real Estate

PARCEL A

All that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the city of Petersburg, Virginia, designated as Parcel "A" and shown as containing 294.227 acres on plat of survey entitled "Plat of Property Situated on the Eastern Line of Halifax Road and South of the N. & W. Railroad, Petersburg, Va.", made by Chas. H. Fleet & Assocs., Engineer & Surveyors, dated July 14, 1978, revised March 19, 1979, and in accordance with which plat is more particularly described as follows:

BEGINNING at an iron rod marking the intersection of the Eastern line of the Seaboard Coastline Railroad right of way and the Southern line of the Norfolk and Western Railroad right of way; thence (1) in an Eastwardly direction along the said Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left having a radius of 5899.60' and a length of 747.97' to a point; thence (2) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 3° 50' 14" E. 30.0' to a point; thence (3) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left having a radius of 5869.60' and a length of 700.69' to a point; thence (4) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 3° 00' 09" W. 80.0' to a point; thence (5) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left, having a radius of 5789.60' and a length of 1706.47' to a point; thence (6) continuing along the Southern line of the Norfolk and Western Railroad right of way in an Eastwardly direction N. 70° 08' 10" E. 127.20' to a point; thence (7) in a Southwardly direction along the Southern line of the Norfolk and Western Railroad right of way S. 19° 51' 50" E. 90.0' to a point; thence (8) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 70° 08' 10" E. 200.0' to a point; thence (9) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 19° 51' 50" W. 90.0' to a point; thence (10) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 70° 08' 10" E. 419.50' to an iron rod; thence (11) in a Southwardly direction S. 17° 35' 50" W. 1558.61' to an old iron rod; thence (12) continuing in a Southwardly direction S. 17° 49' 30" W. 1039.43' to a stone monument; thence (13) in an Eastwardly direction S. 84° 55' 30" E. 378.0' to an iron rod; thence (14) continuing in an Eastwardly direction S. 61° 25' 30" E. 170.0' to an iron rod; thence (15) continuing in an Eastwardly direction S. 86° 55' 30" E. 202.0' to an iron rod; thence (16) continuing in an Eastwardly

direction N. 69° 06' 50" E. 101.08' to an old pipe; thence (17) continuing in an Eastwardly direction N. 89° 04' 30" E. 217.0' to an iron rod; thence (18) continuing in an Eastwardly direction S. 81° 55' 30" E. 508.0' to an iron rod; thence (19) in a Southwardly direction S. 31° 48' 10" W. 414.46' to an old pipe; thence (20) continuing in a Southwardly S. 28° 59' 30" W. 352.30' to an iron rod; thence (21) continuing in a Southwardly direction S. 43° 17' 30" W. 310.70' to a twin gum tree; thence (22) continuing in a Southwardly direction S. 43° 41' 30" W. 309.12' to a railroad rail; thence (23) in an Westwardly direction N. 83° 58' W. 1159.03' to a maple tree; thence (24) in a Southwardly direction S. 0° 41' 20" W. 663.60' to an oak tree; thence (25) continuing in a Southwardly direction S. 8° 01' W. 398.0 to a stone monument; thence (26) in a Westwardly direction N. 82° 50' 10" W. 572.0' to an oak tree; thence (27) continuing in a Westwardly direction N. 81° 16' 30" W. 1346.71' to an old iron; thence (28) continuing in a Westwardly direction N. 81° 12' 30" W. 221.52' to an iron rod on the Eastern line of Halifax Road (Route No. 604); thence (29) along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 12° 27' 15" W. 617.03' to a point; thence (30) leaving the said Eastern line of Halifax Road (Route No. 604) in an Eastwardly direction N. 89° 32' 45" E. 599.08' to a point; thence (31) in a Northwardly direction N. 2° 38' 25" E. 672.63' to a point; thence (32) in a Westwardly direction N. 89° 31' 14" W. 763.88' to a point; on the Eastern line of Halifax Road (Route No. 604); thence (33) in a Northwardly direction along the said Eastern line of Halifax Road (Route No. 604), which is a curved line to the right having a radius of 2833.23' and a length of 708.71' to an old pipe; thence (34) continuing along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 5° 48' 15" E. 1243.62' to an iron rod; thence (35) continuing in a Northwardly direction along the Eastern line of Halifax Road (Route No. 604), which is a curved line to the left having a radius of 411.72' and a length of 422.01' to an old pipe marking the intersection of the Eastern line of Halifax Road (Route No. 604) and the Eastern line of the Seaboard Coastline Railroad right of way; thence (36) along the said Eastern line of the Seaboard Coastline Railroad right of way in a Northwardly direction N. 00° 13' 45" E. 163.09' to an iron rod, the point of beginning.

LESS AND EXCEPT (i) that portion of Parcel A conveyed to the City of Petersburg, Virginia, a political subdivision of the Commonwealth of Virginia, by Deed of Gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated May 10, 1990, recorded December 21, 1990, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 483, page 148; and (ii) that portion of Parcel A conveyed to the City of Petersburg, a municipal corporation of the Commonwealth of Virginia, by Deed from The Conservation Fund, a Maryland not-for-profit corporation, dated August 25, 1995, recorded September 20,

1995, in the aforesaid Clerk's Office, in Deed Book 544, page 555.

PARCEL B

ALL that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, designated as Parcel "B" and shown as containing 10.676 acres on plat of survey entitled "Plat of Property Situated on the Eastern line of Halifax Road and South of the N. & W. Railroad, Petersburg, Va.", made by Chas. H. Fleet & Assocs., Engineer & Surveyors, dated July 14, 1978 revised March 19, 1979, a copy of which plat is attached to and recorded with that certain deed from Mary Elizabeth Stewart to General Foods Corporation, dated March 27, 1979, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

BEGINNING at a point on the Eastern line of Halifax Road (Route No. 604) which point is 2537.43' South of an iron rod marking the intersection of the Eastern line of the Seaboard Coastline Railroad right of way and the Southern line of the Norfolk & Western Railroad right of way, thence (1) leaving the said Eastern line of Halifax Road (Route No. 604) in an Eastwardly direction S. 89° 31' 14" E. 763.80' to a point; thence (2) in a Southwardly direction S. 2° 38' 25" W. 672.63' to a point; thence (3) in a Westwardly direction S. 89° 32' 45" W. 599.08' to a point on the Eastern line of Halifax Road (Route No. 604); thence (4) along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 12° 27' 15" W. 501.84' to an iron rod; thence (5) in an Eastwardly direction along the Eastern line of Halifax Road (Route No. 604) N. 77° 32' 45" E. 10.0' to an iron rod; thence (6) in a Northwardly direction along the Eastern line of Halifax Road (Route No. 604) which is a curved line to the right having a radius of 2833.23' and a length of 194.15' to a point, the point of beginning.

LESS AND EXCEPT that portion of Parcel B conveyed to the City of Petersburg, Virginia, political subdivision of the Commonwealth of Virginia, by Deed of Gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated May 10, 1990, recorded December 21, 1990, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 483, page 148.

BEING as to both Parcel A and Parcel B portions of the same property conveyed to The Conversation Fund, a Maryland not-for-profit corporation, by deed of gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated November 13, 1992, recorded November 17, 1992, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 503, page 507.

DEED BOOK 551 PAGE 539

EXHIBIT B

Description of the Real Estate

ALL that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, containing 202.304 acres as shown on plat of survey dated January 22, 1996, and January 23, 1996, by Harvey L. Parks, Inc., Land Surveyors entitled "Plat of 202.304 Acres Situated on the East side of Halifax Road and South of the Norfolk Southern Railroad, City of Petersburg, Virginia" a copy of which plat is attached hereto as a part hereof, and to which plat reference is made for a more particular description.

BEING portions of the same property conveyed to The Conservation Fund, a Maryland not-for-profit corporation, by deed of gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods corporation, a Delaware corporation, dated November 13, 1992, recorded November 17, 1992, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 503, page 507.

I hereby certify that the taxes imposed by Sec. 58.1-802 of the Code in the amount of $1,060.00 have been paid to this office.

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Petersburg MARCH 25, 1996. The foregoing instrument was this day lodged in said office and, with the certificate annexed, admitted to record at 12:55 PM.

Teste: Benjamin D. Smith, Clerk

RETURNED APRIL 10, 1996 TO:

HUNTON AND WILLIAMS
RIVERFRONT PLAZA EAST TOWER
951 EAST BYRD ST
RICHMOND, VIRGINIA 23219-4074

PROJECT BRIEF

Developer:	ACUNA PROPERTIES LLC
Project Address:	436 BYRNE STREET
Assessed Value:	$10,400.00
Offer Amount:	$13,000.00
Percentage Offered:	125%

PROJECT DESCRIPTION:

A Single Family dwelling.

PROPERTY PICTURE (TODAY)



Letter of Intent

April 25, 2025

Acuna Properties LLC
495 Byrne Street
Petersburg, VA 23803
priscilaacunava@gmail.com
804-295-8842

To: City of Petersburg
City Manager
John M. Altman JR

PROPERTY ADDRESS: 436 BYRNE STREET, PETERSBURG VA 23803

PARCEL #031040003

PROPOSED OFFER: $13,000

PROPOSED UTILIZATION: The proposed utilization is for residential development for the betterment of the community.

Property Sheet included in packet

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 21, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Tangi Hill

RE: **Consideration and Adoption of Resolution Appointing Members to Boards and Commissions**
- Crater Youth Care Commission
- Petersburg Redevelopment Housing Authority
- Petersburg Arts Council
- Community Development Block Grant Advisory Board
- Architectural Review Board

PURPOSE: Council to make appointments by resolution to fill vacant seats on the Crater Youth Care Commission, Petersburg Redevelopment Housing Authority, Petersburg Arts Council, Community Development Block Grant Advisory Board, and Architectural Review Board

REASON:

RECOMMENDATION:

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. Crater Youth Commission Appointment Abstract
2. Appointment to Crater Youth Commission Resolution
3. Petersburg Redevelopment Housing Authority Appointment Abstract
4. Appointment to PRHA Resolution
5. Petersburg Arts Council Appointment Abstract
6. Appointment to PAC Resolution
7. CDBG Appointment Abstract
8. Appointment to CDBG Resolution
9. Architectural Review Board Appointment Abstract
10. Appointment to ARB Resolution

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: John M. Altman, Jr, City Manager

FROM: Tangi R. Hill, City Clerk

RE: Consideration of Appointment to the Crater Youth Care Commission

---

PURPOSE: To make appointment to fill the vacant seat for the Crater Youth Care Commission.

REASON: The City Manager from each participating jurisdiction and one other person mutually interested in the Detention Center and have direct liaison with the appointing governmental unit may serve on the Crater Youth Care Commission. Currently, City Manager John M. Altman, Jr. serves on the commission.

RECOMMENDATION: Council consider the appointment by resolution of Margo Hardy, Supervisor of the Petersburg Community Juvenile Services, to fill the vacant seat. Ms. Hardy will serve a two-year term. Ms. Hardy meets the qualifications to serve due to her mutual interest in the Detention Center. She also serves as a direct liaison with the City of Petersburg.

BACKGROUND: The vacant seat must be filled with a person who has a mutual interest in the Detention Center and serves as a direct liaison with the appointing governmental unit. The Commission is the policy making body for Crater Juvenile Detention Center. The appointees are to report at least annually to their respective political subdivisions on the operations of the facility

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: October 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS: Resolution

STAFF:

A RESOLUTION APPOINTING

_____

WITH A TERM ENDING,

_____ TO THE CRATER YOUTH CARE COMMISSION

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints _____, with a term ending _____, to the Crater Youth Care Commission.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: John M. Altman, Jr, City Manager

FROM: Tangi R. Hill, City Clerk

RE: Consideration of Appointments for the Petersburg Redevelopment Housing Authority

---

PURPOSE: To make appointments/reappointments to fill the expired terms for the Petersburg Redevelopment Housing Authority.

REASON: The Petersburg Redevelopment Housing Authority has 3 seats whose terms expired on September 30, 2025.

RECOMMENDATION: Council consider appointing or reappointing three applicants to serve a 4 year term by resolution.

The following applicants are asking to be considered for reappointment:

Angela Dance
Joseph Dickens
Mary Howard

The following applicants are asking to be considered for appointment:

Patrick Ingram, Ward 6
Michael Maszaros, Ward 4
Lamont Hobbs, Ward 6
Dominique Thaxton, Ward 5
James Walke, Ward 6

BACKGROUND: The purpose of the Petersburg Redevelopment Housing Authority is to study slum and blighted areas within the City and to recommend programs for their improvement. To provide quality housing for low income families at rents within their ability to pay. To serve as the duly designated agent for financial assistance in order to undertake urban redevelopment and low-

rent housing programs approved by the City Council. There are three seats becoming vacant due to terms that expired on September 30, 2025.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: October 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS: Resolution

STAFF:

A RESOLUTION APPOINTING

_____

WITH A TERM ENDING,

_____ TO THE PETERSBURG REDEVELOPMENT HOUSING AUTHORITY

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints _____, with a term ending _____, to the Petersburg Redevelopment Housing Authority.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: John M. Altman, Jr, City Manager

FROM: Tangi R. Hill, City Clerk

RE: Consideration of Appointments for the Petersburg Arts Council

---

PURPOSE: To make appointment to fill the two vacant seats for the Petersburg Arts Council.

REASON: The Petersburg Arts Council currently has one vacant At-Large seat and another vacant seat, effective October 31, 2025, in Ward 3. The Arts Council is seeking to fill one of the vacant seats with someone who has financial background to serve as Treasurer.

RECOMMENDATION: Council consider appointing by resolution two applicants to fill the At-Large seat and the Ward 3 seat, with one of the appointees having a financial background.

The following applicants are asking to be considered for appointment:

Jospeh Dickens, Ward 3
Jacquelyn Bland Monroe, Ward 5 * Financial Background
Daniel Jones, Ward 4
Tonya Brown, Ward 6
Wendell Jones, Ward 4 or Ward 5
Amber Salter
Ximara Wilson
Quiera Jones
Andre Perez
Corey Wesson

BACKGROUND: The purpose of the public arts council is to make recommendations to city council and city management on the acquisition, donation, commission and/or funding of public art and the acceptance of gifts and loans of public art and the deaccession of public art from the city's collection. The Arts Council is composed of nine (9) members and two (2) ex-officio members appointed by the City Council. The Council consists of two at-large members. The remaining seven members shall be appointed one for each ward based either upon their residence

or business location in the respective ward that they serve. The public art council members must be residents of the city or represent a business or an arts non-profit located in the city. The public art council shall consist of nine members and be composed of the following representatives: at least three practicing artists, at least two members belonging to an arts or culture organization, at least two members associated with design and historical architecture.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: October 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS: Resolution

STAFF:

A RESOLUTION APPOINTING

_____

WITH A TERM ENDING,

_____ TO THE

PETERSBURG ARTS COUNCIL

_____

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints _____, with a term ending _____, to the Petersburg Arts Council.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: John M. Altman, Jr, City Manager

FROM: Tangi R. Hill, City Clerk

RE: Consideration of Appointments for the Community Development Block Grant Advisory Board

---

PURPOSE: To make appointments/reappointments to fill the vacant seats for the Community Development Block Grant Advisory Board.

REASON: The Community Development Block Grant Advisory Board has four vacant seats and two expired terms, and one seat due to lack of participation.

RECOMMENDATION: Council consider removing Maisha Henry, Ward 6, from the Community Development Block Grant Advisory Board due to a lack of participation.

Council considers appointing by resolution applicants to fill the 7 seats available, 1 seat in Ward 1 (term to expire September 30, 2030), 1 seat in Ward 3 (term to expire September 30, 2030), 1 seat in Ward 5 (unexpired term to end September 30, 2028), 1 seat in Ward 6 (unexpired term to end on September 30, 2027), 2 At-Large seats (terms to expire September 30, 2030).

The following applicants are asking to be considered for appointment:

Corey Wesson, Ward 1
Melissa Boyd, Ward 2
Sonja Holt, Ward 2
Leonard Curry, Ward 3
Bernard Harper, Ward 3
Kera Chambers, Ward 4
Marcus Squires, Ward 4
Taurean Morrow, Ward 4
Letisha White, Ward 4
Genevieve Lohr, Ward 5
Michelle Murrills, Ward 5

Theodore Jonas, Ward 5
Andre Perez, Ward 5
Quiera Jones, Ward 6
Kameko Coleman, Ward 7

BACKGROUND: The purpose of the Community Development Block Grant Advisory Board is to serve in an advisory capacity to the City Council. The Advisory Board reviews, conducts public hearings, and makes recommendations for City Council action regarding requests for projects to be funded from the City's annual CDBG entitlement under this federal program. The City Council makes the final approval of project allocations. The CDBG Advisory Board is comprised of 12 members appointed by the City Council; 1 from each of the 7 wards and 5 at large. Each member serves a four year term.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: October 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS: Resolution

STAFF:

A RESOLUTION APPOINTING

_____

WITH A TERM ENDING,

_____ TO THE

COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints _____, with a term ending _____, to the Community Development Block Grant Advisory Board.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: John M. Altman, Jr, City Manager

FROM: Tangi R. Hill, City Clerk

RE: Consideration and Adoption of Resolution Appointing Members for the Architectural Review Board

---

PURPOSE: To make appointments/reappointments to fill the expired terms for the Architectural Review Board.

REASON: The Architectural Review Board has 6 seats whose terms expired on September 30, 2025.

RECOMMENDATION: Council consider appointing or reappointing 6 applicants to serve a 3 year term by resolution.

The following applicants are asking to be considered for reappointment:

Louis Malon
William Hartsock
Larry Murphy
Joseph Yates
Joe Battison
Celeste Wynn

The following applicants are asking to be considered for appointment:

Calvin Phelps – Does not reside in Petersburg. Minority status could not be determined by application.
Xiomara Wilson – Does not reside in Petersburg. Minority status could not be determined by application.
Dino Lunsford
Corey Wesson
Quiera Jones

Andre Perez

BACKGROUND: The Architectural Review Board must be a resident or business owner with an established background/knowledge in architecture/history, except Council may appoint, as one of the seven qualified members, a licensed architect who is not a resident of the City, and one to be a federally defined minority. There are three seats becoming vacant due to terms that expired on September 30, 2025.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: October 21, 2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

STAFF:

A RESOLUTION APPOINTING

_____

WITH A TERM ENDING,

_____ TO THE

ARCHITECTURAL REVIEW BOARD

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints _____, with a term ending _____, to the Architectural Review Board.