



**City of Petersburg
Virginia**
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City Council

W. Howard Myers, Mayor – Ward 5
Samuel Parham, Vice-Mayor – Ward 3
Treska Wilson-Smith, Councilor – Ward 1
Darrin Hill, Councilor – Ward 2
Charlie Cuthbert, Councilor – Ward 4
Annette Smith-Lee, Councilor – Ward 6
John A. Hart, Sr., Councilor – Ward 7

Interim City Manager

Tom Tyrrell

Agenda

January 3, 2017

**Union Train Station
103 River Street
6:30 p.m.**

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- 1. Roll Call**
 - 2. Closed Session**
 - 3. Moment of Silence**
 - 4. Pledge of Allegiance**
 - 5. Presentations / Proclamations / Recognitions: (Each presentation will be limited to 10 minutes.):**
 - 6. Consent Agenda:**
 - a. Minutes: Regular City Council Meeting: December 13, 2016 and Special Meeting of December 19, 2016
 - 7. Public Hearing: (In accordance with the Rules of Council, public comment will be heard before discussion by Council. Once discussion has started, no further input from the public will be accepted. Each speaker will be limited to three (3) minutes.)**
 - a. A public hearing for a Special Use Permit pursuant to Article 23, Section 4(5) of the Zoning Ordinance to have a solar power generation facility at 950 (rear) Winfield Road, 2134.2135 and 2304 Elliott Street, T.P. 034-02-0003, 040-04-0001, 041-03-0001, and 057-01-0001. The property is zoned R-5, Multiple Dwelling District.
 - 8. Public Information Period – The Public Information Period is established by the Rules of Council to hear input from City residents or owners of businesses in the City. It will last for a maximum of 30 minutes. Speakers will be called in the order that they have signed up to speak. If there are ten (10) or fewer speakers, each shall speak for a maximum of 3 minutes. If there are more than ten (10) people desiring to speak, the time allotted to each person may be adjusted**

or the number of speakers limited to meet the time limitation. A speaker may speak on items except those that are listed on tonight's Council agenda. Any matter brought before the attention of the City Council during this public information period will not be acted upon by the City Council at this meeting.

9. Business or reports for / from the Mayor or other Members of City Council:

- a. Consideration of an appropriation for Capital Improvement Fund
- b. Consideration of an appropriation to reprogram CDBG funds
- c. Consideration of a lease agreement for property addressed as 835 Commerce Street

10. City Manager's Agenda

- a. Robert Bobb Group Financial and Operational Update
- b. City Manager's Report

11. Clerk of City Council's Agenda

12. City Attorney's Agenda

13. Closed Session (if necessary)

14. Adjournment

The regular meeting of the Petersburg City Council was held on Tuesday, December 13, 2016, at the Union Train Station. Mayor Myers called the regular meeting to order at 6:30p.m.

REGULAR-SCHEDULED MEETING – 6:30 P.M.

1. ROLL CALL:

Present:

Council Member David R. Coleman
Council Member John A. Hart, Sr.
Council Member Darrin L. Hill
Council Member Brian A. Moore
Council Member Treska Wilson-Smith
Vice Mayor Samuel Parham
Mayor W. Howard Myers

Absent: None

Present from City Administration:

City Attorney Joseph E. Preston
Interim City Manager Tom Tyrrell
Interim Finance Director Nelsie Birch
Clerk of Council Nykesha Jackson

2. CLOSED SESSION:

No closed session items.

3. MOMENT OF SILENCE:

a. Clerk of Council, Nykesha Jackson, led council and the audience in a moment of silence.

4. PLEDGE OF ALLEGIANCE:

a. Clerk of Council, Nykesha Jackson, led council and the audience in the Pledge of Allegiance.

5. PRESENTATION/PROCLAMATIONS/RECOGNITIONS: (Each presentation will be limited to 10 minutes.)

a. City Treasurer Update

BACKGROUND: City Treasurer contracted with Propel Financial Services and TACS to assist in the collection of delinquent taxes in November 2015.

RECOMMENDATION: City Treasurer prepares and presents a monthly collection of delinquent revenue presentation to City Council.

Kevin Brown, City Treasurer, gave a PowerPoint presentation on the collection of delinquent taxes.

There was discussion among City Council Members and the City Treasurer.

6. CONSENT AGENDA:

a. Minutes: Regular City Council Meeting: November 15, 2016; Work Session: November 15, 2016

- b. Request to schedule a public hearing on the proposed disposition of publicly-owned property addressed as 835 Commerce Street.
- c. A request for a public hearing of David B. Allen, Inc. for an amendment to the proffers of a previously approved ordinance 05-Ord-50 adopted July 5, 2005.

Council Member Coleman stated, "I would like to change 9B to become 6C and 6C to become 6D. The reason for this is that 9B and 6B refers to the same property."

Council Member Coleman made a motion to accept the Consent Agenda with those changes as stated. The motion was seconded by Council Member Hill. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Wilson-Smith, Parham and Myers

7. OFFICIAL PUBLIC HEARINGS: (In accordance with the Rules of Council, public comment will be heard before discussion by Council. Once discussion has started, no further input from the public will be accepted. Each speaker will be limited to three (3) minutes.)

- a. A public hearing to add Section 106-66 to Article III of Chapter 106, of the 2000 Code of the City of Petersburg, to add as a prerequisite to applying to the circuit court for real property tax relief, a review by the Board of Equalization.

BACKGROUND: The Code of Virginia Section 58.1-3984, states that any person still aggrieved by an assessment after review by the Board of Equalization may then apply for relief to the circuit court of the country or city wherein such assessment was made. This amendment would make filing for relief with the Board of Equalization a prerequisite.

RECOMMENDATION: Recommend City Council approves the attached ordinance.

Richie McKeithen, City Assessor, gave an overview on the adding of Section 106-66 to Article III of Chapter 106, of the 2000 Code of the City of Petersburg, to add as a prerequisite to applying to the circuit court for real property tax relief, a review by the Board of Equalization

Ms. Jackson opened the floor for public comments.

Seeing no hands, Ms. Jackson closed the public hearing.

Council Member Coleman made a motion to approve the attached ordinance. The motion was seconded by Council Member Hill. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Wilson-Smith, Parham and Myers

16-ORD-53 AN ORDINANCE TO AMEND ARTICLE III, REAL ESTATE TAXES, OF CHAPTER 106, DIVISION I TO ADD SECTION 106-66, REVIEW BY BOARD OF EQUALIZATION PREREQUISITE TO BRINGING ACTION IN CIRUCIT COURT; OF THE 2000 CODE OF THE CITY OF PETERSBURG, AS AMENDED.

- b. A public hearing on proposed amendments to the City of Petersburg's existing charter.

BACKGROUND: On June 21, 2016, City Council adopted Ordinance 16-31, creating the Citizenry Committee. This Committee, with the assistance of the City Attorney, was tasked with reviewing the City Charter and provides recommendations, if any, to City Council.

To have the charter amended, the following steps are to be followed:

1. City posts notice of public haring in newspaper at least 10 days prior to the hearing.
2. City Council holds public hearing.

3. Council adopts a resolution requesting the charter amendments.
4. Council asks General Assembly representative(s) to introduce legislation, sending
 - A. The text of the amended charter.
 - B. A copy of the affidavit of publication from the newspaper.
 - C. A certified copy of the minutes of the meeting "showing the action taken at the advertised public hearing."
5. Charter bills start in House Counties, Cities & Towns and/or Senate Local Government committees. They are acted on like any other bill, but do require a 2/3 majority vote of the General Assembly.

RECOMMENDATION: Recommend that Council approve the changes to the charter.

Mark Flynn, Former Interim City Attorney, gave an overview of proposed amendments to the City of Petersburg's existing charter.

Ms. Jackson opened the floor for public comments.

Linwood Christian, 410 Mistletoe Street, spoke on the presentation being interesting. He stated that he thinks that council should look over the amendments and to adopt some. He spoke on City Council being held accountable for some of the hardships that the City is dealing with now.

Yolanda Stokes, 26 Flank Road, spoke on City Council revisiting the tow policy and making changes to it. She stated that this would be on police towing a vehicle and the cost.

Barb Rudolph, 1675 Mt. Vernon Street, spoke on commending Council Member Moore and Council Member Wilson-Smith in overseeing the board that was involved with the changes. She spoke on some of the proposed changes being delayed and being more looked into.

Ken Pritchett, 1113 Overbrook Road, spoke on some of the changes needing further discussion and some things that are by the state code and that those should be approved tonight. He spoke on the sale of city property and on if they should be advertised and displayed. He spoke on the items being looked at a little deeper.

Seeing no further hands, Ms. Jackson closed the public hearing.

There was discussion among City Council Member and Mr. Flynn.

Council Member Wilson-Smith asked the Citizenry Committee Members to stand and thanked everyone for participating and helping.

Council Member Wilson made a motion to adopt the editorial changes that the committee has written that Mr. Flynn spoke about tonight. The motion was seconded by Vice Mayor Parham. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Wilson-Smith, Parham and Myers

Council Member Wilson-Smith made a motion for a referendum for the November 2017 ballot which asks the question of the citizens "Do you wish to vote for your Mayor and Vice Mayor?" The motion was seconded by Vice Mayor Parham. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Moore, Wilson-Smith, Parham and Myers; Abstain: Hill

Council Member Wilson made a motion that if the current members of the Citizenry Committee are in agreement that they remain on the new CCRA (Commission on Community Relation and Affairs Board). The motion was seconded by Council Member Hart. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Wilson-Smith, Parham and Myers

Mayor Myers asked Council Member Wilson-Smith whether she had a commitment from her

committee.

Council Member Wilson-Smith stated that she said if they so choose.

Mayor Myers stated to Council Member Wilson-Smith that if not how she wants to choose them.

Council Member Wilson-Smith stated that they will appoint two members per board by application.

8. **PUBLIC INFORMATION PERIOD:** The Public Information Period is established by the Rules of Council to hear input from City residents or owners of businesses in the City. It will last for a maximum of 30 minutes. Speakers will be called in the order that they have signed up to speak. If there are ten or fewer speakers, each shall speak for a maximum of 3 minutes. If there are more than six (6) people desiring to speak, the time allotted to each person may be adjusted or the number of speakers limited to meet the time limitation. A speaker may speak on items **except those that are listed on tonight's Council agenda**. Any matter brought before the attention of the City Council during the public information period will not be acted upon by the City Council at this meeting.

Mary Howard, 608 South Park Drive, stated, "First of all let's take away the personal and the political attitudes. This is a reality. It's not a good feeling to see the death of our youth daily having the fear of coming out of your front door, afraid to allow your children and grandchildren to play in the yard or go into the stores, afraid to drive your regular route home and definitely afraid of your elderly parents and grandparents to sit on the front porch because someone might want to target practice. Just because. We the citizens are standing together not to bash anyone but we are saying that we want somebody that talks to us, somebody that keeps crime down in our community by having a relationship with this community and arresting culprits within several hours of their offense. Someone that takes part in our community and someone that has events for our community and participates. Someone that walks with us throughout the community and someone that already knows our community and has a relationship with us and that worked and started dialogue with gang members. And we do know they are here right? We have seen that with someone and that someone is John Dixon. We want him back and we understand that you, our representatives did not dismiss him and knew nothing of this decision to do so. Therefore he was wrongfully terminated. Yes we have heard about some other investigations going on but it has not come out to us yet. But we must remember all of us has some skeletons and so we should be careful when we start digging into others. In conclusion we are crying out for peace again in our community and we want John Dixon back as Chief of Police. Our understanding of the law is that you are innocent until proven guilty. We haven't seen any guilty in reference to John Dixon. All of us couldn't be here tonight but they sent their signatures in support. The petition reads 'Chief John Dixon, III was wrongfully dismissed by the previous Acting City Manager, Dironna Belton, evidence by his employment contract dated June 15th. We the citizens of Petersburg believe that our safety has been compromised by his sudden departure of the chief. Upon his dismissal that has been a strike in crime. We demand Chief Dixon back to his position immediately.' Believe us you don't want this to happen to your children before you do something about it. Thank you."

Gina Harrison, 1687 S. Crater Road, stated, "Mr. Vice Mayor not to pick on you, I just want to remind you of two quotes. 'We ask for the experts and we listened. I was born here, lived here, business here, and hired more Petersburg people and pay more of those taxes. I passed the new. If you don't want to live here we are not holding you hostage. Balancing the budget was the proudest moment of my life.' Mr. Bobb stated to all of you that the budget was not balanced. Citizens told you that it was not balanced. You followed through with most of the recommended cuts but not others. Citizens expressed additional cuts would be needed. Councilwoman Smith made a presentation suggesting additional cuts. It was apparent in September that you were ignoring all citizen input. Another reminder that we voted you into office. Not PFM, not Davenport and not the Robert Bobb Group. We expected you to do your research on what you were being advised by groups hired under your watchful eye. One of the cuts was an increase from \$0.10 to \$0.90 per pack for cigarette tax projecting to increase revenue. During the public hearing and other communications, many citizens stated that the tax would be ineffective. Smokers would just cross the bridge and buy their cigarettes. Recently there was an article in the Times-Dispatch. A study called 'The Fiscal Impact of Cigarette Tax Increased on Municipalities in Virginia.' This study suggests that communities imposing or raising such taxes rarely expected revenue and

can actually lose revenue. As a result, a local small business suffered the consequences intended and unintended the study concluded. Mr. Brent Reed, a citizen, business owner, residential and commercial property owner is out of town so I am going to speak about a recent experience with the Vice Mayor and what he called the law and unintended consequences as it implies here in Petersburg. The letter was sent to Mr. Parham on 11-25 with no response. One of his retail spaces on North Sycamore that had a lease to Tobacco Shop that opened last summer prior to the increase. Before the tax went into effect he was selling 12 to 13 cartons of cigarettes a day and decreased to three to four cartons a day afterwards. In his letter he stated to Mr. Parham the following: 'Thank you for being so short-sided and not listening to your constituents.' He can't keep these doors open and he listed out the consequences of doing that. In another letter dated December 9, with no response. The new and fellow council members pushed through the consultant recommendation for a cigarette tax increase without exploring the wisdom of such a move. Please repeal the cigarette tax increase and please start listening to your constituents who by the way are the whole City if you are Mayor or Vice Mayor. Thank you."

Shahid Shabazz, 33 West Washington Street, stated, "I'm coming up to speak on some things I spoke on about two or three years ago about the violence going on in Petersburg. Just from a street level there is no way you can make money when there's violence going on. And that's what has been going on a lot lately. There is a lot of death going on in this City. And there is nobody that is really going out to these families that is speaking to them to make the neighborhoods feel comfortable. Right now they are living in fear. Chief Dixon was doing a good job coming out in the community. He was coming out speaking to the families. He came out to vigils. He was coming out reaching out to us, community leaders and activist asking us what could we do as far as the City to help what is going on in the community. Those things were very important to a whole lot of people in the community. And that's what's not going on now. Nobody is reaching out to the people who are dying. Nobody is coming out and speaking to anybody. So people are living in fear and don't know what's going on and that's a very uncomfortable way to live in the City. And that's exactly what's going on. That's one of the reason I personally would like to bring Chief Dixon back. He was one of the only people who were going out. Now on your side you have people who talk to the police. If they don't feel comfortable with the police that are here nobody is going to volunteer any information to help out with any crimes that's going on. So you need to keep the same familiar faces that's there. I'm not really getting involved with the political side of it. I'm just speaking on the community side. There is nobody coming out and talking to the people. It looks like it's more tension being paid to certain things going on downtown such as who is stealing money and doing this, that and the other. We are concerned about the bodies that's coming up. That's what we are coming up to address. I'm coming up to address what's going to be going on with the police chief and the police doing more in the community with reaching out to the people. That's pretty much all I want to say."

Bari Muhammad, 3061 Pinetree Drive, stated, "The speaker before me said a lot and I agree on everything he said. I'm one that wants John Dixon back. Beside me I use to cut the hair of these two women children who are no longer here with us. Their problems are not getting addressed. They are calling downtown and they are not getting any words. I do not know what the problem is. Very often Chief Dixon would come to the barbershop and talk to us and let us know what's going on. One of my barbers, his son was killed. And Chief Dixon would come and at least address us and let us know what's going on. But I brought these two with me to stand solidarity with them because they want answers."

Sherita Stewart stated, "I am standing here on behalf of all the mothers who have recently lost their child in just this year alone. My son name was Kawuan Quarles and this is his one year death anniversary. Not one have I heard anything about his death. Not once have anybody talked to me. Not one time have I from my community. I was wondering why would you all take a person like Chief Dixon out of the chair. He was the only one from your side that showed any kind of concern for our community."

Takiesha Jones stated, "My son name was Corby Powell. He passed away this year on October 1st. And I've been calling down to the detective station. They don't answer the calls. We just need some type of communication with these detectives and solve some of these murders. This is just getting out of hand."

Randus Ayres, 9 South Market Street, stated "I have a few concerns and questions from the people that come into my barbershop about the Mayor and Vice Mayor position. The main thing is that if you are not

aware of the need for major economic development in Petersburg you are not ready to become mayor or vice mayor. If you are not aware of the needs of low-income people and the need to improve your affordable housing staff then you are not ready to be mayor or vice mayor. If you have no idea that there is darkness in the neighborhoods of Petersburg, the kind of darkness that invites crime then you do not need to be mayor or vice mayor. We've had the neighborhood watch been addressed but I haven't heard anything from anybody about anything that's dealing with it. If you don't understand the power of imminent power of economic development then you do not need to be mayor or vice mayor. If you are not a team player and you know the importance of coordinator awards up build community togetherness then you are not ready for this. Also if you have not been involved in securing funding locally, statewide, nationally or educationally by way of lobbying the General Assembly then you are not ready for it. Also if you haven't taken the time to be involved with some of the community efforts that the people have put together from the Thanksgiving dinners to homeless coordinating to clothes for the homeless or anything dealing with the people out here you do not need to be consider yourself for that. Like I said it's about the people and the people here elected you. I'm not calling any names or know anything that you might be doing behind the scenes. You are not doing anything for the community. Anything to help them to understand what is going on by going into the projects or the hoods and letting them understand who you are. You do not need to be considered mayor or vice mayor. The people that are here in this meeting right now are the people that really need the help. They need help but it's the ones that are not going to come to these meetings. They need to understand what is going on. And that's what we show a lot when you come to the barbershop. Don't push the people away. I am not saying that you are but just understand that if you are not that person to be for the people don't apply for the job. Just let it be for someone that is actually concerned. Thank you."

Ron Flock, 1708 Pender Avenue, stated "We have not had a good year. We have not been represented well. We have been treated like substandard people by our current mayor and vice mayor and members of council. I spread this across the board because there have been violations on council rules, violations of the charter and violations of the state code. You all have a responsibility. You all have to know what your job is. You need to stay in your lane. When you get out of your lane the rest of you it is your responsibility to step up put him back in his lane or get him out. That's how it works. We don't want to go back through this anymore. So carefully think about who you are going to make the mayor and vice mayor. And if they do step out of line do you have it in you to put them in check or get rid of them if necessary. Thank you."

Talibah Majeed, 1847 Brandon Avenue, stated "It's December so it's the end of the year and this is the time when we usually do a review. So I have some outstanding issues. I have been living here for about six years and that whole time I have been living in a food desert. Martin's grocery store closed. We use to have a fabulous farmer's market. Don't have it anymore. So now we have more of a food desert. Rose's is going into where Martin's is. I don't see clothes as a priority when I live in a food desert. The jobs are outside of Petersburg and this is what I was told when I got here. The jobs are still outside of Petersburg which creates a hardship for people that don't have transportation. There was a press conference a few months ago to promote a hotel that was going to have residential and commercial housing. There was going to be retail and Mama J's restaurant was going to be there. There was a big press conference. Nothing has happened to that project as far as I have heard. All of these projects are under the economic development director's responsibility. An economic director who is making over \$100,000. Making over \$100,000 and not earning over \$100,000. My suggestion is that we save that \$100,000 and terminate the economic development director and hire someone more competent, more qualified for the job or somebody who is really going to do the job at a more reasonable salary. The other thing is where is our money. Thank you."

Linwood Christian, 410 Mistletoe Street, stated "There were a couple of things that I was going to say but this is one thing that just has to be said. This year someone did mention has not been a good year. And that's a small statement. Why has it not been a good year? Number one our representative on council and others have allowed our neighborhood in The Heights to be nicknamed the 'Killing Fields' and you have done nothing about it. Number two you have gotten rid of the one man who served as police chief who brought our community together, John Dixon, with no explanation. Number three you took \$350,000 and brought the Robert Bobb Group in but yet you ended the summer program for recreation. We have lost police officers. WE have spent a whole lot of money. You all have not come to us as a citizen and now come this summer what are you going to do when our children come break into your house, scratch up your car or one of my children

are laying in the street dead. Now I'm sorry and enough is enough. We know where our money is. It's up in the air. First thing that was said what that we shouldn't have an interim government. But we don't have a government. Robert Bobb members report to him and he reports to council. When are you all going to report to us? Enough is enough. I would hope that those new members of City Council would hear what it is that we are trying to say. And for those members who have been reelected understand that that seat is not yours to keep. Thank you."

Quiana Wesson, 1516 Regency Ct, stated, "I'm here to talk about all of the murders and shootings that have been going on. As you can see I have on my C. Wesson shirt. My uncle was murdered on his front porch on October 2nd. I have along with the people who are mothers here been trying to get together to have a meeting with the captain and the detectives who are on the case. And it's been almost two months and we have yet to come to any kind of resolve. These mothers and family members are burying our people here. Our young men are dying. Every night and every morning you come out your house scared to walk out your house to go to work to take care of your home because of all these shootings. Something has to give. We have to come together as a community. We have to come together and have better lines of communication with our people who are supposed to be protecting us. It's sad when you have a five year granddaughter who hear a pop in the hall or hear a dog's tail hit the door and she dives on the floor. It's sad. Something has to be done. You are scared to even turn the radio on or open up your Facebook and see another rest in peace in Petersburg. It's ridiculous. We have to come together and get something done. Petersburg is known for not solving murders. And that's what they are saying, 'We can do it here and they not going to catch us anyway.' Let's get together and put a stop to this. Thank you."

Demetra Taylor, 808 S. Gillfield Drive, stated "I'm here representing my family and my son. He now resides in Wilkerson Memorial Cemetery. He was killed on North Carolina Avenue and High Pearl Street. I exhausted every legal avenue that I had to legally fight for justice for my family. And every door that I went to the person who killed my son was known in that office. The detectives worked with us and we put together a case but at the end even in the court room my family and myself was threatened during the murder trial. We have to bring about a change. And if Petersburg is so connected that you can't get a fair trial for your murdered love one I suggest that we bring in a special prosecutor to prosecute our murder cases because to go through the process of going through the murder trial, seeing the crime scene photos and then walk out and daily see the person that killed your loved one. It's unimaginable and it should happen. I stand for peace. A peaceable resolution. But we can't keep on ignoring what's going on in Petersburg. No one can tell a mother who child is laying in the street that were going to get closure. We never close up because every day was missing our loved one. Everyday were looking for them to be there and we'll never see them again. We can't change that but going forward we have to give a better job of coming together. I'm available in the community to talk and try to put together some systems to work. But we cannot keep on dealing with the same thing we dealing with when it comes to murder in Petersburg. Thank you."

Barb Rudolph, 1675 Mt. Vernon Street, stated "It's pretty hard to talk about anything after some of the stories that we have just heard so I hope you all were listening up. That was very heartbreaking and my best wishes go out to the families that there is some kind of addressing of what's going on. I know you can't bring back your loved ones but it's really hard hearing. Let me go back to my usual talk which is government of Petersburg. I wanted to offer you some reminders for you to consider over your break period. At first I wanted to thank Councilman Moore for trying for the last ten months a forensic audit of the City's finances. Council it's been two months since the City Attorney distracted you with the promise that Chesterfield special prosecutor would take care of the audit for you. How is that working out? In a month you will be reorganizing the council including replacing to outgoing council members, Mr. Coleman and Mr. Moore. Thank you for your service. I have no doubt that you are feeling mostly relief right now. For the rest of you better think long and hard about who you elect as your leaders. Yes the mayor and vice mayor are ceremonial positions expect when the current incumbencies want to act like they run the City unilaterally. Most of you have gone along by your conspicuous silence when the Mayor and Vice Mayor repeat attempts to belittle and intimidate citizens. Not only when the citizens ask legitimate questions about how Petersburg is being run but when also citizens attempt to offer constructive suggestions. This abusive leadership keeps throwing criticism on the City. The Mayor and the Vice Mayor have deflected some of this for now by hiring the Robert Bobb Group to run the City. For now Myers and Parham lack of interest in mastering the mechanics of governing are covered up. But

RBG will be gone in the spring and you all will be on your own again. You better plan ahead and set the right tone at the top with the Mayor and a Vice Mayor who have repeatedly show willingness to understand the issues placed before them to work with citizens and to acknowledge they are accountable to us. Just forget about all the behind the scenes wheeling and dealing and string pulling. Just think for yourselves and think about who can lead. I'm suggesting that you would send a message that's not business as usual by considering councilors like Treska Wilson-Smith and John Hart as your leaders. Thank you."

Annette Ampy, 531 Amherst Drive, stated "Just a continuation of where I left off. My children were a part of that police community outreach program with the Petersburg Police. My son was greatly fearful of the police until he was a participant of that program. While they were in the program they learned to appreciate the police more. They were advocates in the school system with the other children about policing. They gained a lot of knowledge about communities. They also visited nursing homes and played a big part in reading to the older seniors in the nursing homes. They went on trips. They visited the jail. That police summer enrichment program was a wonderful program under Chief Dixon. Also one of the other things that was good and I even helped deliver. Under his leadership many turkeys were given to families during Christmas and Thanksgiving. None of this has taken place since he has left or was terminated. I also got a chance to visit stores and small business in the community and talk with them. And they solely miss the presence of Chief Dixon. Because he would visit them weekly. He would stop in and see how they were doing and to see if their presence was needed or policing. I stand here tonight because this past weekend on Sycamore Street there were ten rounds of shots being fired into the air. We didn't have that when Chief Dixon was Chief of Police. So I stand here right now to say that Chief Dixon was wrongfully terminated. So therefore it is your duty to fix the wrong. You are working for us and we demand that you reinstate Chief Dixon effective immediately. If not then the citizens will not stop until you are all removed. Thank you."

Tanisha Shaw, Petersburg resident, stated "On November 9th of last month my son was coming down St. Matthew's from the store and someone drove and was randomly shooting a gun. My son got shot in his right eye. He lost his right eye. As of right now he has no sight at all. He is 23 years old. We all know what's going on in Petersburg with the kids with the guns. I also understand that we have bigger problems downtown and maybe that's more important to you all. But me as a mother as a single parent having to see your child like that with his eye blown out. I do understand the mother's that have lost their kids but I'm almost there with him. And something has to stop because it's not going to stop if you all don't do anything about it. I can't do anything about it. I can come here and that this is the first step I made. I contacted you on Facebook when I lost my friend on Young's Road. He was hit by a car. And you had told me to speak with someone downtown about the light and when I did inquire about it they had said that they have had people for year's asking for light's on Young's Road. So little old me again. With the violence in Petersburg this really needs to stop because it's going to get worse and I hate to see the kids keep killing themselves and they know they are not going to get caught. I also spoke with the detectives and I spoke with some officers and they know who did it. But they are not going to get them. Now he's hiding because he's scared that the guy is going to get him. It's repetition and it's going to happen over and over again. It's going to be bloodshed. And when a mother and a child get killed then I guess that's when you all will realize it. My son is no angel but I do the best I can. A lot of households only have single parents. I did the best I could to stand in front of the door and not let him go out the door. Now he is in the situation he is in and he is living and we are grateful to God. But before someone else child get killed please help us. Thank you."

Stephanie Mason, 1204 Commerce Street, came up to stand while Ms. Tanisha Shaw spoke regarding her son getting shot.

Gloria Brown, 1557 South Sycamore Street, stated "I'm sitting and I am listening with my heart broken with these mothers' losing their children. I did not plan to come up and advocate for Chief Dixon because on the 2nd Tuesday in July when all of us found out right before council that he was terminated and most of you didn't know. I came up to the podium then and said it is going to get ugly. I do not feel safe anymore. I said that on the second Tuesday in July. I saw this coming. Because Chief Dixon, no matter how anyone personally feel about him, I saw him and what he did and tried to do for this community from the time he stepped in this community. I been at school board meetings when he wanted to work with the school system. I been at the school board meetings when he wanted to make a way for truancy so the kids would not be on the streets that

got suspended. When I heard that Chief Dixon was terminated I was blown away and devastated. I knew then that with the relationship that he has with the community and with the dough boys around he had them under control. He had them under control. He talked their language and he knew exactly what was going on. Now it's just an open field. So I didn't expect to talk about it. I wanted to leave with something positive to start 2017 with and with a new attitude because Petersburg and all of us has had a rough year. But this just had to be said. I don't even know if he wants to come back. But from what I am hearing from these mothers that has to happen. Thank you."

Marlow Jones, 3554 George Street, stated "I come to you as a citizen and an unafraid employee of this City. The effects of your 10% reduction in pay have caused a series of issues in your workforce and within our community. It has destroyed families, broken homes, broken employees, families who are already on the brink of debt and who have gone in debt, increased use of payday loans, check cashing entities, illegal activities trying to make ends meet for the sake of keeping families stable. I read somewhere where one of you guys said crime was on an all-time low. There were 16 murders last year, 14 murders the year before that and nine this year. I don't know what world you live where any of these numbers are okay. But I'm in these streets. I see the blood lining our streets. I see the tears of these mothers. I value life but my question is what is the value of life to you. Nine murders equal nine families with broken hearts. Nine murders is nine lives taken not given. How can we say that crime is at an all-time low on one hand but on the other hand we say we need police? That is very conflicting statements. You made this. Because crime is not an all-time low. Morale is low, hopes are low, spirits are low and trusting you is low. I would say transparency is low but since Rob Bobb said there is a draw full of checks I can't even say that so I want to shake your hand cause he showed us a least bit of transparency. Who can we take from to stabilize our families and our households and our streets? We should be able to take from you and you should be able to take from a million plus dollars in raises that you gave department heads. If you are going to give the 10% back give it back like you took it.....all at one time. No employee is more important than the other however job duties are. What about everyone else that you took from? The lord said that as much as you have done onto the least of my burden you have also done to me. So when you took from parks and recreation you took from police. When you took from utilities you took from fire and ems and the social services. Consequently you have taken from yourself. We all deserve to be given back what was taken with interest and without prejudice. Thank you."

Senator Rosalyn Dance, 1748 W. Clara Drive, stated "Good evening Mayor and Vice Mayor and Members of City Council. I will be brief and say that as a resident I am concerned about where my tax dollars are being spent and I'm not happy with the leadership as I have seen thus far this year. I will also say as a Senator since February of this year when I addressed Mr. Mayor about an issue that was dealing with the fiscal status of our City I have not spoken to him since that. So anybody that said that I said this or that to the Mayor I will say publicly he is not my child and I am not like his mother. And I have not spoken to cause I don't speak to people that record me without my knowledge and then try to use that against me. But I'm here to say this. I am use to receiving a legislative package that I can use to fight for you. My early reports went on December 5th. I saved spaces because I work for the people of Petersburg and there is still time for you to give me your legislation so that not only I because I am the only Senator and Delegate Aird who is the only delegate for this City can represent the issues of the people of Petersburg in this upcoming General Assembly session. I will ask you to lead. I thank you Mr. Coleman and Mr. Moore for your services. I look forward to January and I am praying for leadership that we all can believe in and can trust and that we will be a better Petersburg come January reorganization time. Thank you for your time."

9. BUSINESS OR REPORTS FOR/FROM THE MAYOR OR OTHER MEMBERS OF CITY COUNCIL:

- a. Consideration of reappointing/appointments to the Petersburg Redevelopment and Housing Authority Board.

BACKGROUND: The Petersburg Redevelopment and Housing Authority (PRHA) Board consists of seven (7) members who are appointed by City Council to serve four-year, staggered terms. PRHA was created to study blighted areas within the City and to recommend programs for the improvement of such areas; to provide quality housing for low-income families at rents within their ability to pay; and to serve as the duly designated agent of the City to contract with federal agencies for financial assistance in order to undertake

urban redevelopment and low-rent housing programs approved by City Council.

RECOMMENDATION: Recommend Council make re/appointments to the Petersburg Redevelopment and Housing Authority Board.

Mayor Myers made a motion to table this item and request for a meeting on Monday at 6:00pm so that we can interview. The motion was seconded by Council Member Hart. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Wilson-Smith, Parham and Myers

- b. Renewal of Lease Agreement for property at 835 Commerce Street.

BACKGROUND: Previous lease agreement has expired and a new agreement is being submitted for approval.

RECOMMENDATION: Recommend Council approve the Salvation Army the renewal of lease agreement for 835 Commerce Street, Petersburg, VA 23803.

*Item was moved under the consent agenda for approval.

- c. Request to waive a public hearing prior to the Department of Corrections relocation to 151 Wagner Road.

BACKGROUND: The Department of Corrections is relocating their office from where it is currently located at the old Southside Virginia Training Center, Washington Street, Petersburg, Virginia.

RECOMMENDATION: Recommend council waive the public hearing prior to the relocation of the proposed probation and parole office requirement.

*removed from the agenda.

Council Member Wilson-Smith stated, "I would like to first of all thank all of you for coming to your City Council Meeting. I would like to take the time to wish all of you a very Merry Christmas and a Happy New Year. Secondly, I would like to say farewell to two of my colleagues. To Council Member Brian Moore and Council Member David Ray Coleman it has been a pleasure to have worked with both of you. I wish you much success in the future and peace going forward. And I have no other items."

Council Member Hart stated, "Good afternoon everyone. First, I like to wish all of you a Happy Holidays for the upcoming holiday. I also want to thank those individuals that came out a few weeks ago that helped clean Exit 52. I appreciate your work in helping us clean up these exits around. So I do appreciate all you do. I also want to give a farewell to Council Members Coleman and Moore. Happy Retirement. Two other things that I asked council and the Bobb Group to look into. And that is of the cigarette tax. See if we can reverse or reduce that amount on the cigarette tax. It is hurting our local businesses. People are going elsewhere to buy these products. Also to look into going back and removing the 10% reduction on employees. Thank you."

Council Member Coleman stated, "First of all I want to thank our City Attorney Preston for attending my last council meeting. He did an excellent job. He informed us of what a City is and where the City is going. I thank you so much Mr. Attorney. Also I want to thank my colleague Council Member Hart for also attending that meeting and former City Council Member Ken Pritchett for attending that meeting and the citizens. Thank you so much. That was my last ward meeting. Also this is my last council meeting and I want to thank the citizens of Ward 6 for electing me twice to this position and also to the citizens of Petersburg for your support. I will be leaving City Council but I will not be leaving the City of Petersburg therefore I will continue to do my best to see that Petersburg move forward and only the best happen to the City of Petersburg. And also I would like to say a very Happy Christmas and a very Happy and safe New Year and May God Bless you all. Thank you."

Council Member Moore stated, "Merry Christmas to all. Blessings for you and your families. It's been 12

and half years. I thank all my colleagues and all my former colleagues that are out in the audience. I think about my colleague the late Mike Ross, Vice Mayor. He was a great friend of mine and miss him dearly. Yes it has been a tough year but the City will make it. We will have to work hard and we have to keep making tough decisions and get people in the proper roles. I support the Robert Bobb Group coming here. I think it was a very positive move. I hope that we would take the information that is received and do the best you can. Again it was stated I might feel relief. Well there will not be any relief until the City is in relief. I live here and I raised all my children here and I plan on staying right there on Claremont Street down the street from St. Mark's. Thank you for everything Council Members and thank you to the citizens. May God Bless the City of Petersburg."

Council Member Hill stated, "I like to say Merry Christmas to everyone. I like to thank the Citizen Review Board for looking over our charter. I like to thank the Robert Bobb Group for the short term loan they have acquired. We really need that it gives us a little breathing room. I like to thank the two council persons for their service to our City. I know it's been a rough year for us with some of us just coming on. We still may give you a phone call here and there for some information that may come up in the future. I like to thank you all for your dedication to your City Councilman Moore and Councilman Coleman. I also want to give my condolences to those individuals who lost their loved ones during the tragic shootings. I will do all I can as a councilperson to get the right person and to bring this City back or bring law and order back to the City. I do realize what's going on. I do have a daughter who is in the school system and I realize the dangers of her just walking to her bus. So this is not something that I take lightly and I have been talking to the community and I have been out at the YMCA at basketball games and stuff like that in the evening talking to our youth. This is something that is near and dear to my heart and something that I ran on. My heart goes out to the families and I know some of them. I am aware of what's going on."

Vice Mayor Parham stated "I like to thank everyone for coming out tonight and want to wish each one of you a Merry Christmas and a Happy New Year and wish all the peace and prosperity to you and your loved ones. My first order of business I want to take care I that we lost Mr. Wert Smith this past year and we have an opening left. He was a great person and a strong member of our Economic Development Authority. I would like to make a motion to appoint Mr. Michael Packer to replace him on the Economic Development Authority Board."

Vice Mayor Parham made a motion appoint Michael Packer to the Economic Development Authority Board replacing the late Wert Smith. The motion was seconded by Mayor Myers. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Parham and Myers; Absent: Wilson-Smith

16-R-73 A RESOLUTION APPOINTING MICHAEL PACKER TO THE ECONOMIC DEVELOPMENT AUTHORITY FOR A TERM ENDING SEPTEMBER 30, 2018.

Vice Mayor Parham stated "I also would like to thank Mr. Ray Coleman and Mr. Moore for all your great service here. It was good having you here as a resource to connect the paths. You now we are dealing with some very grave issues and you standing with us has been a great asset throughout this rough year that we have had. We have some bigger problems that we have to face next year and I know this council will be up to making those tough decisions in order to keep the City afloat and alive and thriving. So thank you both and that's all I have."

Mayor Myers stated "I like to take this time to thank you to the two members that are leaving City Council. We appreciate your service on behalf of the council and City of Petersburg we are going to miss you and your institutional knowledge as well. So thank you all for your service. So the Vice Mayor and the Clerk and Council will join me in providing the certificates of appreciation."

Clerk of Council stated "If possible can everybody join me at the podium, please?"

Clerk of Council, Ms. Jackson, read the Certificates of Appreciation out loud and presented them to Council Member Moore and Council Member Coleman.

Ms. Jackson stated "You have any further items Mayor Myers."

Mayor Myers stated “No. Merry Christmas to all.”

Ms. Jackson stated “Can we get a round of applause for Council Member Moore and Council Member Coleman, please.”

10. CITY MANAGER’S AGENDA:

- a. Robert Bobb Group Financial and Operational Update
- b. Unsolicited Proposal Under Public, Private and Education Infrastructure Action
- c. City Manager’s Report

Mr. Tyrrell gave points on the PowerPoint presentation.

Mr. Robert Bobb gave points on the PowerPoint presentation.

Ms. Birch gave points on the PowerPoint presentation.

Vice Mayor Parham made a motion authorize the Interim City Manager to review and accept for public competition and competing proposals the unsolicited proposal received from Aqua for the visibility of the Water and Wastewater systems privatization. And upon completion of the Competitive Negotiation process with any all interested parties that the Interim City Manager and the Purchasing staff bring before council for public comment any interim or comprehensive agreements derived from this PPEA process. The motion was seconded by Mayor Myers. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Hart, Hill, Moore, Wilson-Smith, Parham and Myers

Manager’s report:

1. Why is the City putting money into the Farmer’s Market?
 The City currently owns the Farmer’s Market Building. The building is currently under lease. Per the City’s contractual obligation to the tenant, the City must make exterior repairs while the tenant makes internal repairs and updates. The lease term is the 40th anniversary of the effective date – June 3, 2016. The building will be leased at a graduated schedule as follows:

Years	Amount
1-4	\$5,000
5-9	\$20,000
10-14	\$35,000
15-19	\$42,500
20+	\$42,000 + cpi

2. What is the status of the City leases in the BB&T building? Is the City still obligate to lease space for the Tourism Office?
 The building was sold in January 2015 for \$600,000. The City subsequently signed two leases for office space within the building for a term of 10 years beginning at the time of occupancy. The City is still obligated under the terms of the lease. Lease one is on a graduated schedule ranging from \$4,848 per month in the first year to \$6,326 in the tenth year. The second lease is also on a graduated schedule ranging from \$10,665 per month in the first year and \$13,915 in the tenth year.
3. Can 10 or 15 days be added to the water billing deadline to avoid cut offs?
 All utility bills have a notice on the bill which states, “Effective October 1, 2016, the disconnections, and penalties/interests procedures will resume. The disconnection policy for non-payment is as follows: only accounts with a past due amount of 31 days or older, may experience an interruption in services.” However, at this time, the City has only provided service interruptions to utility customers with account 90 days or more delinquent. Payment plans are available for customers

with delinquent accounts. If utility customers have questions or concerns about their bills or would like to set up a payment plan they should call utility billing at 804-733-2349.

There was discussion among City Council and staff.

11. CLERK OF CITY COUNCIL'S AGENDA:

Ms. Jackson stated "I would like to say that it has been a privilege to work with Council Member Moore for the last 12 years and Council Member Coleman for the last nine years. It has been learning and teaching lesson. I would also like to say that 2016 has been an interesting year. I am a Petersburg native and I have been here all my life. I would like to say as a citizen and as a City Council employee that I do appreciate the fire department, the firefighters, the police officers and the City employees that are still riding on this ride with us all the way out as well as myself. I pray we have a better year for the year 2017. I still am and always will be Petersburg. I wish everyone a Merry Christmas and a Happy New Year to everyone."

12. CITY ATTORNEY'S AGENDA:

Mr. Preston stated " Merry Christmas and Happy New Year to everyone."

13. CLOSED SESSION (IF NECESSARY):

No items for this portion of the agenda.

14. ADJOURNMENT:

City Council adjourned at 8:48p.m.

Clerk of City Council

APPROVED:

Mayor

The Special Meeting of the Petersburg City Council was held on Monday, December 19, 2016, at City Hall in Council Chambers. Mayor Myers called the special meeting to order at 6:00p.m.

1. ROLL CALL:

Present:

Council Member John A. Hart, Sr.
Council Member Treska Wilson-Smith
Vice Mayor Samuel Parham
Mayor W. Howard Myers

Absent: Council Member David R. Coleman
Council Member Darrin Hill
Council Member Brian A. Moore

Present from City Administration:
Clerk of Council Nykesha Jackson, CMC

2. PURPOSE:

a. Interviews for Petersburg Redevelopment and Housing Authority.

3. CLOSED SESSION:

Clerk of Council Nykesha D. Jackson, stated that it was City Council's desire to enter into a closed session under Section 2.2-3711.A (3) of the Code of Virginia, and specifically under Subsection 1 to interview prospective candidates for the Petersburg Redevelopment and Housing Authority.

Council Member Hart moved that the City Council go into closed session for the purposes noted by the Acting City Attorney. The motion was seconded by Vice Mayor Parham. There was no discussion on the motion, which was approved on roll call vote.

On roll call vote, voting yes: Hart, Wilson-Smith, Parham and Myers; Absent: Coleman, Hill and Moore

City Council entered closed session at 6:05 p.m.

CERTIFICATION:

Council Member Hill made a motion to return City Council into open session and certify by roll call vote that only those public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion to go into closed session were discussed in closed session. The motion was seconded by Council Member Wilson-Smith. There was no discussion on the motion, which was approved on roll call vote.

On roll call vote, voting yes: Hart, Hill, Wilson-Smith, Parham and Myers; Absent: Coleman and Moore

16-R-74 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

Council Member Hill made a motion to appoint Janell Sinclair to the Petersburg Redevelopment and Housing Authority. The motion was seconded by Council Member Hart. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Hart, Hill, Wilson-Smith, Parham and Myers; Absent: Coleman and Moore

16-R-75 A RESOLUTION APPOINTING JANELL SINCLAIR TO THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY FOR A TERM ENDING SEPTEMBER 30, 2017.

There was discussion among City Council Members and Ms. Jackson.

Mayor Myers stated "Council would like to have some form of regulations or policy and procedures with respect to applicants. So if you can inform your co-appointee that those are some of the actions that council prefer. Do we need a vote on that?"

Ms. Jackson stated "If possible yes."

Mayor Myers made a motion create policy and procedures with respect to appointees for boards and commissions. The motion was seconded by Council Member Hart. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Hart, Hill, Wilson-Smith, Parham and Myers; Absent: Coleman and Moore

Ms. Jackson asked "Is this to be directed of the City Attorney?"

Mayor Myers stated "Yes."

4. ADJOURNMENT:

City Council adjourned at 7:16 p.m.

Clerk of City Council

APPROVED:

Mayor

7a.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 30, 2016

TO: The Honorable Mayor and Members of City Council

THROUGH: Tom Tyrrell, Interim City Manager

FROM: Michelle B. Peters, Director of Planning & Community Development

RE: Request of Glen Zhou (Advanced Solar Power Holding, Inc.) for a Special Use Permit pursuant to Article 23, Section 4(5) of the Zoning Ordinance to have a solar power generation facility at 950 (rear) Winfield Road, 2134.2135 and 2304 Elliott Street, T.P. 034-02-0003, 040-04-0001, 041-03-0001, and 057-01-0001. The property is zoned R-5, Multiple Dwelling District.

PURPOSE: To hold a public hearing to receive citizen comment on a request for a special use permit to allow a solar power generation facility at 950 rear Winfield Road and 2134, 2135 and 2304 Elliott Street.

REASON: Council is required to schedule and conduct a public hearing before it takes legislative action on a request for a special use permit.

RECOMMENDATION: Following a duly advertised public hearing, Council may affirm the Planning Commission recommendation, overturn the Planning Commission recommendation, table for further consideration, or return the item under consideration to the Planning Commission requesting further review. The recommendation of the Planning Commission was to approve the special use permit request with a vote of 7-0.

BACKGROUND: The Zoning Ordinance requires that public utilities, buildings, structures or appurtenances thereto, shall be permitted only with approval of City Council. The subject property is vacant and was once the subject of an approved subdivision for the construction of single-family residential dwellings.

The Comprehensive Plan designates this property as medium/high density residential. The adjacent properties range from a Mobile Home Park to commercial and light industrial uses, as well as CSX and Norfolk Southern railroad lines. This part of the City should be developed as a mixed corridor with residential, employment, retail, commercial, and recreation destination for residents and travelers along Route 460, I-95 and County Drive.

This is a special use permit application to construct a photovoltaic solar project also known as a "Solar Farm". Photovoltaics (PV) is the method of converting light to electricity. Solar farms utilize a mass of solar panels to capture solar energy and send it to the local electrical grid where it's bought by an electric utility company for distribution. Solar energy is considered to be a clean, renewable and reliable source of power.

The solar farm is subject to an approved site plan, prior to obtaining the other necessary permits (building and electric). The detail of the site development plan that is required is at the discretion of the Director of Planning, and the Development Review Team (DRT).

COST TO CITY: None

BUDGETED ITEM: N/ A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: January 3, 2017

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Planning Commission Resolution, Staff Report, Supplemental Information

STAFF: Department of Planning & Community Development

**CITY COUNCIL
SPECIAL USE REPORT SUMMARY**

CASE NUMBER: 16-SP-04

APPLICANT: Glen Zhou (Advanced Solar Power Holding, Inc.)

LOCATION OF PROPERTY: 950 (rear) Winfield Road, 2134, 2135, and 2304
Elliott Street

PARCEL ID #: 034-02-0003, 040-04-0001, 041-03-0001, 057-01-
0001

REQUESTED ACTION: Special Use for Public Utilities
(Solar Power Generation Facility)

EXISTING ZONING: R-5 (Multiple Dwelling District)

PROPOSED ZONING: R-5 (Multiple Dwelling District)

EXISTING USE: Vacant

PROPOSED USE: Solar Power Generation Facility

SURROUNDING ZONING:
North, South, East, West, R-5 (Multiple Dwelling District)

MEETING INFORMATION:
City Council January 3, 2017

RECOMMENDATION:

Staff recommends the following conditions:

1. Prior to development of the site, a site plan must be approved.
2. The site must meet all the Department of Public Works requirements with respect to access to the site.
3. The size of the use shall not exceed 28 acres.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the interstate and adjacent properties is acceptable to City officials.
5. Maintain existing vegetation to buffer the use from adjacent property.
6. The Development Review Team, outside of any complaints, shall have the right to conduct inspections of the property any time to verify compliance with these conditions.
7. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by City Code.
8. All panels, equipment and/or structures associated with the utility use shall be removed

- from the property within 120 days upon abandonment of the use.
9. All solar panels are to be disposed of according to the laws governing in the State of Virginia. All disposition cost shall be the responsibility of the owner.
 10. City Council has the authority to revoke a Special Use Permit if the property owner violate the conditions of the Special Use Permit.

Staff recommends approval of the request for a special use permit to allow for a utility (solar farm) with the 10 conditions.

ATTACHMENTS:

1. Staff Report
2. Application
3. Examples of the Use
4. Map
5. Supplemental Information

CITY COUNCIL STAFF REPORT

SPECIAL USE PERMIT– CASE 16-SP-04
Glen Zhou (Advanced Solar Power Holding, Inc.)
Meeting Date: January 3, 2017

Request:

Request of Glen Zhou (Advanced Solar Power Holding, Inc.) for a Special Use Permit pursuant to Article 23, Section 4(5) of the Zoning Ordinance to have a solar power generation facility at 950 (rear) Winfield Road, 2134, 2135, and 2304 Elliott Street, T.P. 034-02-0003, 040-04-0001, 041-03-0001, 057-01-0001. The property is zoned R-5, Multiple Dwelling District.

Project Summary & Background Information:

The Zoning Ordinance requires that public utilities, buildings, structures or appurtenances thereto, shall be permitted with approval of City Council. The subject property is vacant and was once the subject of an approved subdivision for the construction of single-family residential dwellings.

The proposal is to create a 5 megawatt (mw) solar farm. This size farm could generate enough power to light up to about 500 homes. The first step in the process is to gain approval from the local government. In the State of Virginia a 5 mg solar farm does not require review by the State Corporation Commission (SCC) or the Department of Environmental Quality (DEQ). If approved, the applicant will have to submit to DEQ a Letter of Intent (LOI) to operate a solar farm.

The Comprehensive Plan designates this property as medium/high density residential. The adjacent properties range from a Mobile Home Park to commercial and light industrial uses, as well as CSX and Norfolk Southern railroad lines. This part of the City should be developed as a mixed corridor with residential, employment, retail, commercial, and recreation destination for residents and travelers along Route 460, I-95 and County Drive.

This is a special use permit application to construct a photovoltaic solar project also known as a "Solar Farm". Photovoltaics (PV) is the method of converting light to electricity. Solar farms utilize a mass of solar panels to capture solar energy and send it to the local electrical grid where it's bought by an electric utility company for distribution. Solar energy is considered to be a clean, renewable and reliable source of power.

The solar farm is subject to an approved site plan, prior to obtaining the other necessary permits (building and electric). The detail of the site development plan that is required is at the discretion of the Director of Planning, and the Development Review Team (DRT).

In accordance with the information submitted with the application, the proposed project will consist of solar modules (solar panels) on aluminum or steel racking structures and inverters on separate concrete pads. An exact number of structures has not been finalized. No new buildings will be constructed. Each racking structure will be approximately 8-12 feet off the ground at the tallest point and tilted approximately 30°. The racking structures could be designed to rotate in order to track the sun or they may remain fixed. All structures will be wired together and interconnected to Virginia Dominion Power's electrical system.

Security fencing will surround the project, other than additional ground equipment there will be no other structures at this site.

The subject parcel has been under contract for a year to purchase with a contingency that the developer would obtain a power purchase agreement from Dominion Power, and receive all local approvals for a solar farm.

The Planning Department is requiring that clearing be limited to what is necessary to allow the sunrays to shine directly on the site. This will be negotiated during the site plan review process. All other existing vegetation will be required to be left in place to provide as much screening as possible from the adjacent parcels. Currently, there is a lot of existing vegetation that provides screening for the adjacent uses.

The project will generate traffic during the construction phase; however, traffic is anticipated to be minimal to this site after completion. The subject parcel is currently accessed from a private drive from Winfield Road and County Drive.

The parcel in front of this land is owned by the City of Petersburg.

This property is adjacent to Interstate 95 and the railroad tracks of CSX and Norfolk Southern, the solar project will be visible from the interstate. Other adjoining residential uses may have a view of the project. However the project overall is situated off the main road out of public view and is surrounded by a fair amount of existing vegetation and trees. The character of the area is expected to remain unchanged.

The construction phase of the project will temporarily generate increased consumer activity in the area which may provide an economic benefit.

Existing Uses and Zoning:

The parcels are all zoned R-5 multiple family district. The property is adjacent to railroad tracks and is visible from the interstate. There is residential property across the interstate and the railroad tracks from this location.

Comprehensive Plan

The Comprehensive Plan identifies this area as medium to high density. An area open to opportunities for mixed-uses such as residential, commercial, retail, recreation and light industrial uses that can provide employment.

Public Input:

Our office has received a call with a citizen against the project.

Other Considerations for this type of land use:

The Department of Planning considered concerns that this type of use may raise within the community. In an effort to answer these concerns and questions, the planning staff attended a Utility Scale Solar Workshop sponsored in part by the Agricultural Energy Efficiency Initiative (AEEI), and the Land Use Education Program at Virginia Tech. This workshop explored the new land use within the State of Virginia, and the rules governing the use. In addition, the group took a trip to three different solar farms in North Carolina.

Possible Concerns/Challenges:

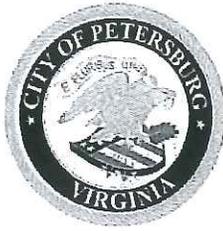
Glaring
Setbacks
Sound
Property Value (increase/decrease)
Tax Revenue
Decommissioning of the site
Electrical Radiation
Toxicity of the Solar Panels
Public Education
Impact Analysis (parameters)
Possible Comprehensive Plan amendment
Ordinance updates

Recommendation:

If approved, Staff recommends the following conditions:

1. Prior to development of the site, a site plan must be approved.
2. The site must meet all the Department of Public Works requirements with respect to access to the site.
3. The size of the use shall not exceed 28 acres.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the interstate and adjacent properties is acceptable to City officials.
5. Maintain existing vegetation to buffer the use from adjacent property.
6. The Development Review Team, outside of any complaints, shall have the right to conduct inspections of the property any time to verify compliance with these conditions.
7. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by City Code.
8. All panels, equipment and/or structures associated with the utility use shall be removed from the property within 120 days upon abandonment of the use.
9. All solar panels are to be disposed of according to the laws governing in the State of Virginia. All disposition cost shall be the responsibility of the owner.
10. City Council has the authority to revoke a Special Use Permit if the property owner violate the conditions of the Special Use Permit.

Staff recommends approval of the request for a special use permit to allow for a utility (solar farm) with the 10 conditions.



RESOLUTION OF THE PLANNING COMMISSION

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission of the City of Petersburg, Virginia, held a public hearing to consider a request of Glen Zhou (Advanced Solar Power Holding, Inc.), for a special use permit to to allow a solar power generation facility at 950 rear Winfield Road.

WHEREAS, the Planning Commission has given interested citizens and other parties the opportunity to comment on the proposed request at a duly advertised public hearing conducted on October 5, 2016; and

WHEREAS, the Planning Commission considered the information provided by the applicant regarding the Special Use Permit; and

WHEREAS, the Planning Commission received a few calls of support and a call in opposition; and

WHEREAS, staff made a recommendation to the Planning Commission to approve the request with conditions;

THEREFORE, BE RESOLVED that the Planning Commission of the City of Petersburg at its October 5, 2016 meeting recommends that City Council approve a Special Use Permit to allow a solar power generation facility at 950 rear Winfield Road with a vote of 7-0.

I, Michelle B. Peters, Secretary to the Planning Commission of the City of Petersburg, do hereby certify that the foregoing action was taken by said Commission at its meeting held on October 5, 2016.

Michelle B. Peters

Michelle B. Peters,
Planning Commission Secretary

CASE NUMBER 16 Sup-04

Applicant: Advanced Solar Power Holdings Inc

Glen Zhou

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

A. Property Information

1. Advanced Solar Power Holdings Inc, do hereby petition to rezone the following described properties from zoning district RESIDENTIAL-5 to zoning district _____ to permit TO BUILD A SOLAR POWER GENERATION FACILITY.

2. Legal Description: (Use attachment if necessary) - Identify proposed Use
PT TRACT 1 PUGH PLAT

3. Tax Parcel Identification Number(s):	Map	Block	Lot
	<u>034</u>	<u>02</u>	<u>0003</u>
	<u>040</u>	<u>04</u>	<u>0001</u>
	<u>041</u>	<u>03</u>	<u>0001</u>
	<u>057</u>	<u>01</u>	<u>0001</u>

R-5

4. Current Street Address(es): - (if assigned) 950-B Winfield Rd, Petersburg City, VA 23803

5. Approximate Area: _____ sq. ft. 34 acres

6. Public Street Frontage 50 ft.

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

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

9. **Brief:**

Said deed restrictions will expire on : _____

B. JUSTIFICATION FOR REZONING

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

The highest and best usage of the land is putting a solar power generation facility.

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

The Solar facility is green and utilizes the sunlight, it will not be detrimental to the public welfare of the City nor to adjacent property owner(s) or nearby vicinity.

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

The solar facility will generate the renewable power and help the community and the City being greener. And it will create green job opportunities.

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

C. CERTIFICATION:

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

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

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

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

APPROVED

Signed: 

Mailing Address: 12608 Wyndham West Dr
GLEN ALLEN, VA 23059

City Attorney

Phone Number: 912 677 8010

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

ACTION RECORD

Date Filed (with Planning Department) _____

5/3/16

Date of Planning Commission Public Hearing _____

6/1/16

Planning Commission Action(s) _____

Date of City Council Hearing: _____

City Council Action(s): _____

P.C. Ad Dates: May 18th & 25th

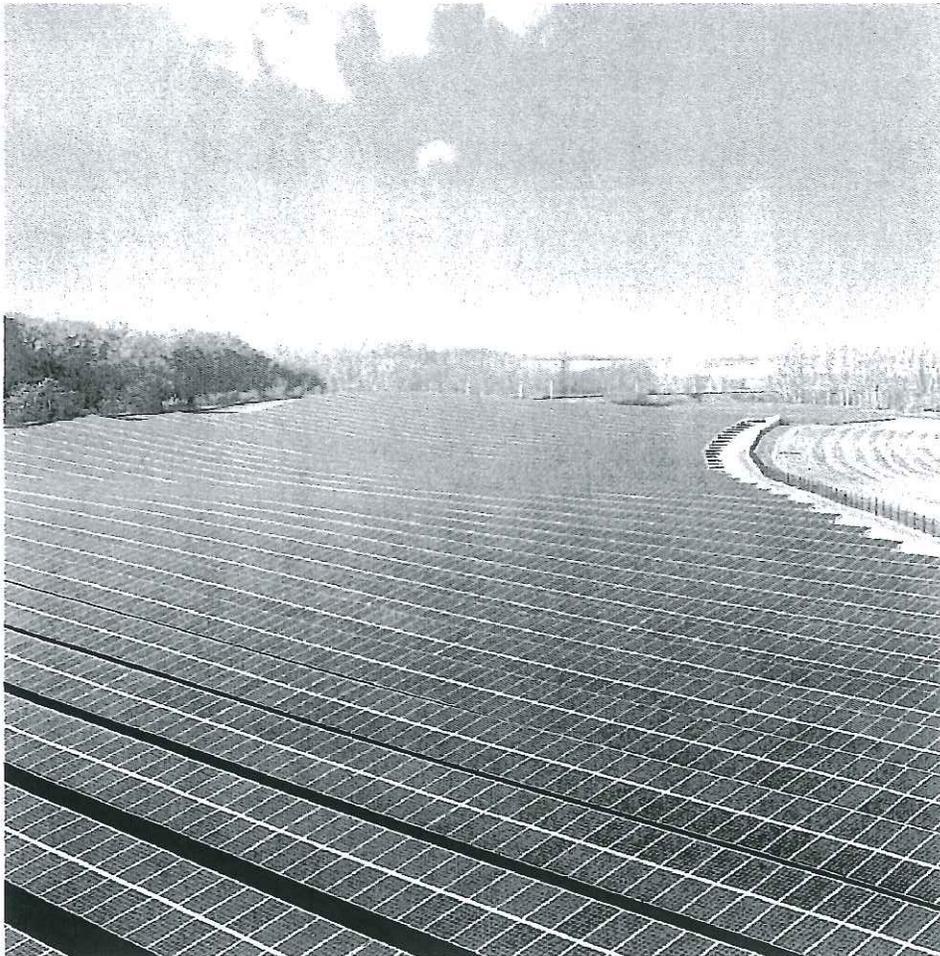
C.C. Ad Dates:

16 Sup-04

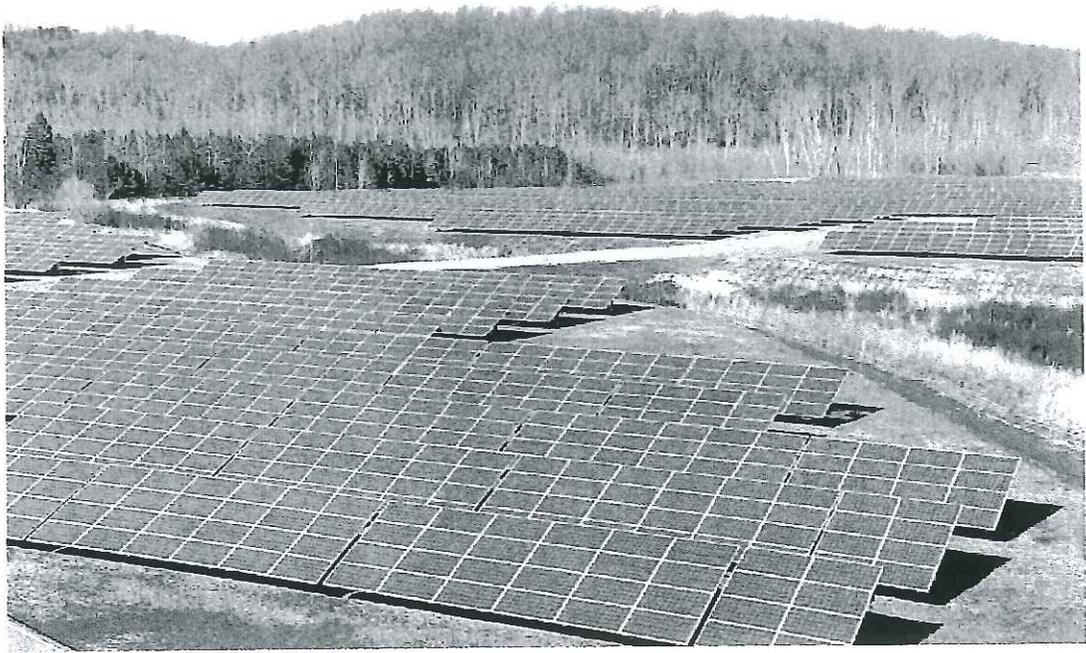
Advanced Solar Power Holding, Inc.

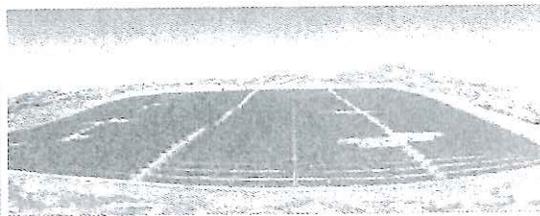
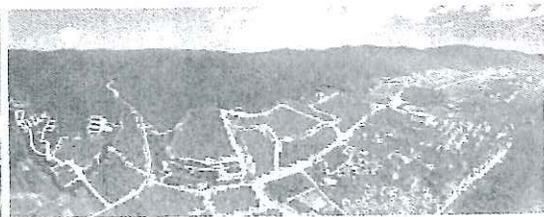
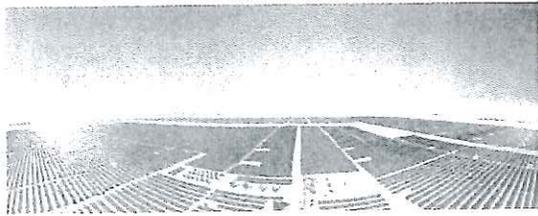
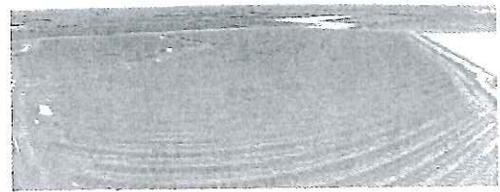
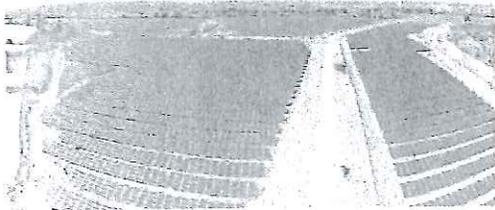
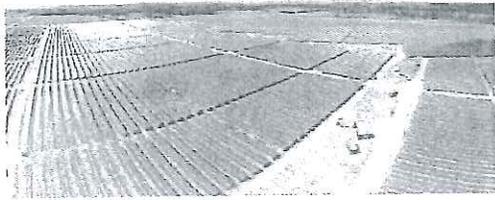
T.P. # 034-02-0003

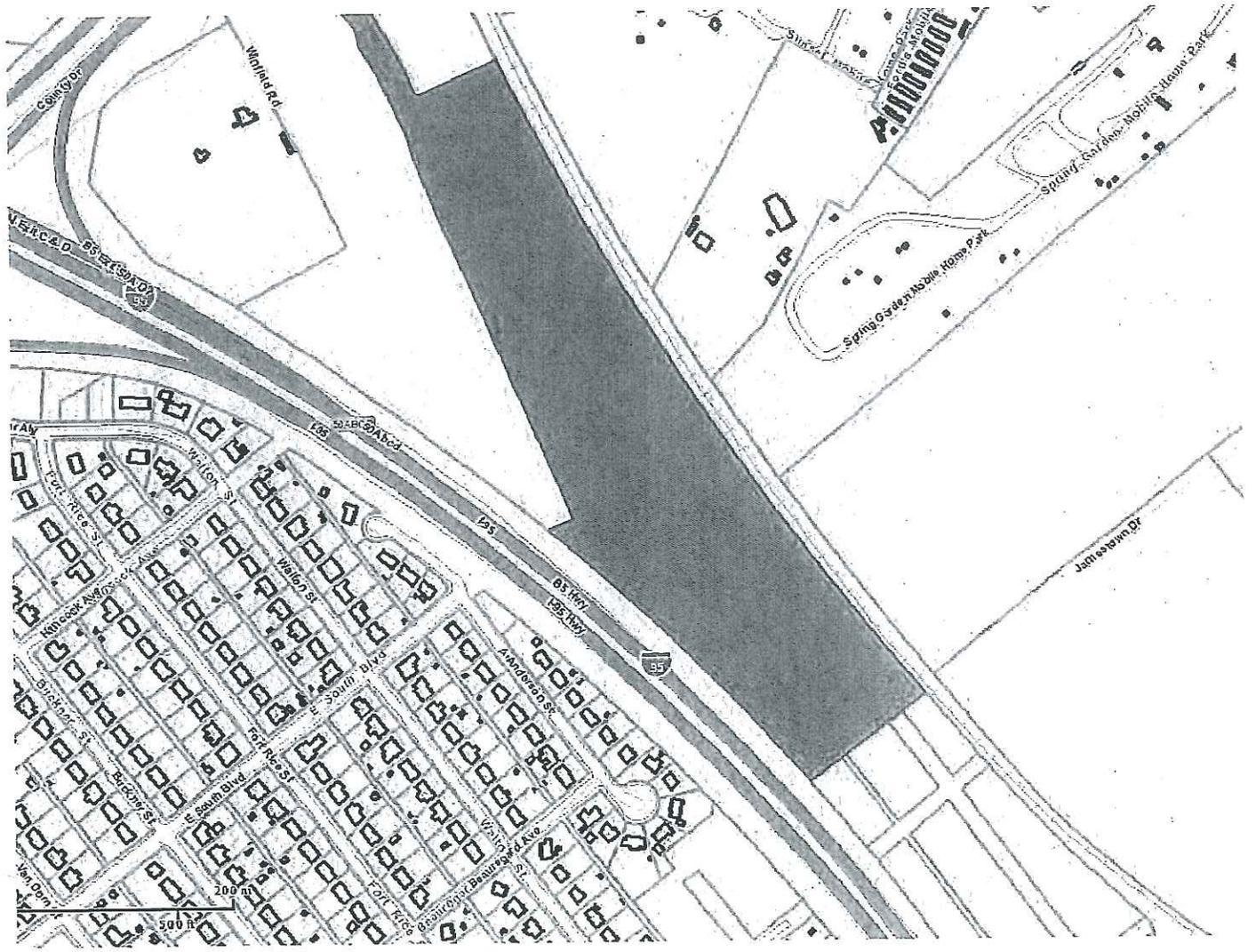
Examples of what this will look like so the Planning Commission can have a visual.



The above one is the most like what we will do in Petersburg.













VIRGINIA ASSOCIATION OF REALTORS®

CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY

This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.

THIS CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of 6-16-2015 between VIRGINIA CRAFTSMAN PROPERTIES (the "Seller," whether one or more), whose address is

ADVANCED SOLAR POWER HOLDINGS INC. (the "Purchaser," whether one or more), whose address is provides: The Listing Company (who represents Seller) is THE MUELLER GROUP LLC and the Selling Company (who does or does not represent Purchaser) is INGRAM & ASSOCIATES

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of PETERSBURG, Virginia and described as (legal description) parcel 1 BUGH PLAT 20 22 ACRES, Tax #s 034-02-0003, 040-04-0001, 037-01-0001, 041-01-0001 WINFIELD RD. & Allcott St.

and more commonly known as 910 WINFIELD RD, PERSG, 23303 together with the items described in paragraph 1, the "Property"

2. PERSONAL PROPERTY INCLUDED: The following items of personal property are included in this sale:

3. PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is \$ [redacted] This sale shall be in gross, and the purchase price shown above shall be the exact sales price. The Purchase price shall be adjusted at settlement to an exact purchase price of \$ [redacted] per (sq ft) (acre). The exact acre to be determined by a survey to be made by a licensed surveyor and paid for by [redacted]

The Purchaser shall pay to the Seller at settlement the purchase price in cash or by cashier's certified check, subject to the provisions hereon and from the following sources:

4. THIRD PARTY FIRST TRUST: This sale is subject to Purchaser obtaining () or assuming () a conventional () or other described [redacted] loan secured by a first deed of trust on the Property in the principal amount of \$ [redacted] at an annual interest rate of [redacted] per year, or at an adjustable rate with annual interest rate extending [redacted] to per year, or at an adjustable rate with annual interest rate extending [redacted] to per year or at the market rate of interest at the time of settlement, increased by a [redacted] per year, and requiring to cover that [redacted] of all default interest, including a loan origination fee, or an amount of [redacted] per [redacted]. If this contract provides for the assumption of a debt, the parties hereby acknowledge that the borrower of said debt is [redacted] and that the principal liability

Handwritten initials: E WIK

██████████

5. FINANCING:

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 3. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Company or Listing Company in writing before 5:00 p.m. local time on _____ 20____ (if not date is filled in, the date shall be the same date set forth in paragraph 3), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 3(a) above shall nonetheless continue unless Seller gives buyer written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 3(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing, Purchaser shall give the Seller written verification from Purchaser's bank or other source within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or subsistence or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the interest increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following execution of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser does or does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 3. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 5 should Purchaser fail to pursue, as required in this paragraph 5, the financing set forth in paragraph 3.

6. LOAN FEES: Except as otherwise agreed upon in this Contract, Purchaser shall pay 4.1 points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and shall not include what Purchaser is not permitted to pay.

7. SETTLEMENT, POSSESSION: Settlement shall be made at _____ TO BE DETERMINED _____ on or about ~~12/31~~ 12/31, 2015. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 14, on 6/29/15

WA 6-17-15

WA

affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:** (a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.

(b) Rollback taxes shall be paid as follows: SELLER AT CLOSING

9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.

10. **STUDY PERIOD:** Purchaser shall have 120 days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.

11. **SOIL STUDY:** This Contract is contingent for 20 days from date of execution of this Contract by both Purchaser and Seller to allow Rehase or its expense to obtain a soil study and/or percolation test, which shall be fully paid for the erection and use of A SOLAR POWER PROJECT

on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.

12. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at a reasonable time prior to settlement for purposes of engineering, surveying, site or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser shall be responsible for and clear from all costs resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.

13. **RISK OF LOSS:** All risks of loss or damage to the Property, in fire, windstorm, flood, or other cause, shall remain on Seller until settlement. In the event of accidental loss or damage to the Property before settlement, Purchaser shall have the option of either terminating this Contract and recovering the Deposit, or, if affirming this Contract, to require Seller to assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

14. **TITLE:** Seller warrants Seller has title to the Property as Purchaser's general warranty, but containing English conveyances of title, except that such title shall be given as representative of an estate in fee simple and subject to all

18. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 33 (sec 19.2-987 et seq.) of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 574-2000 or www.state.va.us/soj/sd.htm.

19. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

20. **OTHER TERMS:** Use this space for additional terms not contained elsewhere in this Contract.

21. **BROKERS' LICENSE STATUS:** (1) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, an advice counselor, an advisor, home inspector, engineer, surveyor, or other professional service provider.
(2) Disclosure of Real Estate Board/Commission license status, if any, as required in this transaction.

22. **MISCELLANEOUS:** This Contract may be signed at or on one more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents identified by this Contract shall be construed as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of accepting this contract, the first day shall be the day of the signing of this Contract's fully executed. This contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To be enforceable, based on law or dependent terms herein, neither party or its representatives with the printed term hereof, its amendments and any other terms shall control. Whenever any contract shall require the purchase of any goods, the purchase terms and conditions shall include the purchase of any goods produced herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed instrument at settlement and shall not survive settlement.

12. ACCEPTANCE: This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by _____ (time), _____, 20 15, it shall become null and void.

WITNESS the following duly authorized signatures and seals: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

DATE 6/16/15 SELLER [Signature] (SEAL) 6-16-15 DATE [Signature] PURCHASER (SEAL)

(William Mueller for VA Consumer Properties)

SOCIAL SECURITY NUMBER _____

SOCIAL SECURITY NUMBER _____

DATE _____ SELLER _____ (SEAL) _____

DATE _____ PURCHASER _____ (SEAL) _____

SOCIAL SECURITY NUMBER _____

SOCIAL SECURITY NUMBER _____

Register of deeds for paragraph 4 above is hereby acknowledged
6-16-15 [Signature]

For information purposes only:

Listing Company's Name and Address

Selling Company's Name and Address

THE MUELLER GROUP
 4001 W. Hubbard Rd
 Chesapeake, VA 23521
 Office Phone: 247-2604 Fax: _____
 MLS Broker Code: _____ Office ID No: _____
 Agent Name: NELSON, WALTER
 Agent ID No: _____
 Agent E-mail address: walter@nelsonmueller.com

INGRAM & ASSOCIATES
 3302 OAKLAWN BLVD
 ROPEWALK, VA 23060
 Office Phone: 804-987-2233 Fax: 434-454-0421
 MLS Broker Code: _____ Office ID No: _____
 Agent Name: PATRICIA COSTE
 Agent ID No: _____
 Agent E-mail address: patricia@ingram.com

This Contract has been executed by Purchaser and Seller as of _____, 20____, Listing Firm _____; Selling Firm _____

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9.a

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: December 8, 2016

TO: The Honorable Mayor and Members of City Council

THROUGH: Tom Tyrrell, Interim City Manager

FROM: Michelle B. Peters, Director of Planning & Community Development

RE: **Consideration of an appropriation to reprogram CDBG Funds**

PURPOSE: To reprogram and appropriate 2012-2013 Community Development Block Grant (CDBG) funds of \$465,000 previously allocated to Center Hill Mansion and to allocate (1) \$140,000 to 2016-2017 Code Enforcement activities in a service area defined as deteriorated and deteriorating, which is defined as “an area wherein the lack of maintenance, investment, and/or other factors have resulted in an area in which at least 20 percent of the buildings have one or more deficiencies or environmental deficiencies including 1). Extensive minor defects that have collectively resulted in negative effects on the surrounding area; 2). Inadequate or unsafe plumbing, heating, or electrical facilities; 3). Overcrowding; 4). Incompatible uses; 5). Structural failure or deficiencies or dilapidation that have resulted in a blighting influence; 5). Severe environmental deficiencies; 6). Vacancy and 7). other defects which need correction, and which have resulted in a threat to the health, safety and welfare of the public” and to designate this deteriorated and deteriorating area which includes the census tracts of 8101, 8102, 8103, 8104, 8105, 8106, 8107, 8108, 8109 and 8112 and to adopt the above definition of “deteriorated and deteriorating”, (2) \$300,000 to 2016-2017 Neighborhood Sidewalks and (3) \$25,000 to 2016-2017 Main Street Program, and

To reprogram and appropriate 2014-2015 CDBG funds of \$50,000 from Petersburg Redevelopment and Housing Authority (PRHA) Homeownership Program, 2015-2016 CDBG funds of \$29,000 from PRHA Homeownership Program and CDBG funds of \$118,000 from 2016-2017 Pin Oaks redevelopment, all totaling \$197,000, to Sycamore Towers improvements.

REASON: Funds are available from prior years to fund these activities.

RECOMMENDATION: Staff recommends this reprogramming of prior year funds.

BACKGROUND: Provides for the completion of sidewalks in neighborhoods, provide for support of code enforcement to contribute to a revitalization strategy for Petersburg neighborhoods and assist in improvements to Sycamore Towers.

COST TO CITY: None

BUDGETED ITEM: Yes

REVENUE TO CITY: NONE

CITY COUNCIL HEARING DATE: January 3, 2017

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Finance

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NONE

ATTACHMENTS: Appropriation Ordinance

STAFF: Planning & Community Development



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 11, 2016

TO: The Honorable Mayor and Members of City Council

THROUGH: Tom Tyrrell, Interim City Manager

FROM: Nelsie Birch, Interim Finance Director/Deputy City Manager

RE: **Consideration of an appropriation for Capital Improvement Fund**

PURPOSE: To make an appropriation to the Capital Improvement Fund from VRA carry over funds to the following Departments: Petersburg Public Schools General Government, Public Works, Police, Fire

REASON: To defer currently funded capital projects and fund other high need projects.

RECOMMENDATION: Recommend City Council approve the attached appropriation for \$4,685,060.21 in the Capital Improvement Fund.

BACKGROUND During the November 15, 2016 regular City Council Meeting, City Council approved to update and amend the descriptions of the 2013 Projects, the 2014 Projects and the 2015 Projects to defer or reduce expenditures on certain projects originally included as part of such Projects and to provide additional funding for other capital needs and related expenses including capitalized interest on the 2013 Bond, 2014 Bond and 2015 Bond, as appropriate, all such project costs to be funded only as permitted under Section 62.1-199 of the Code of Virginia of 1950, as amended. This appropriation designates the funding to the specific capital projects.

COST TO CITY: N/A

BUDGETED ITEM: None

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: January 3, 2016

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Finance

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Section 62.1-199 of the Code of Virginia 1950, as amended.

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS: Appropriation

STAFF: Nelsie Birch, Interim Finance Director/Deputy City Manager

**AN ORDINANCE AMENDING THE CAPITAL
IMPROVEMENTS BUDGET, SAID ORDINANCE
MAKING APPROPRIATIONS FOR THE FISCAL
YEAR COMMENCING JULY 1, 2016 AND ENDING
JUNE 30, 2017. THIS AMENDMENT APPROPRIATES
\$4,185,060.21 FOR 2017 CAPITAL IMPROVEMENT VRA CARRY-OVER.**

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

I. That appropriations for the fiscal year commencing July 1, 2016, in the Capital Improvement Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2017.

Add:

Petersburg Public Schools	\$ 80,570.00
General Government	500,000.00
Public Works	3,461,490.21
Police	500,000.00
Fire	<u>143,000.00</u>

Total Expenses **\$ 4,685,060.21**

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2016 and ending June 30, 2017, the following sums for the purposes mentioned:

Add:

Source of Funding:

VRA-2014C	\$ 2,694,370.70
VRA-2015A	1,077,119.51
VRA 2014C-2017	<u>913,570.00</u>

Total Resources **\$ 4,685,060.21**



9.c

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 23, 2016

TO: The Honorable Mayor and Members of City Council

THROUGH: Tom Tyrrell, Interim City Manager

FROM: Joseph Preston, City Attorney

RE: Consideration of approval for a new lease agreement for property addressed as 835 Commerce Street

PURPOSE: Salvation Army desires to enter into a new Lease Agreement relating to 835 Commerce Street, Petersburg Virginia 23803. The lease shall be for a period of five (5) years commencing on the 1st day of January, 2017, and ending on the 31th day of December, 2022.

REASON: Term of previous Lease Agreement began March 1, 2010 and ended February 28, 2015.

RECOMMENDATION: Recommend Council approve the Salvation Army Lease Agreement for 835 Commerce Street, Petersburg, VA 23803.

BACKGROUND: Previous Lease Agreement has expired and a new a new agreement is being submitted for approval.

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: January 3, 2016

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Facilities Management

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS: Draft Lease

STAFF: Joseph E. Preston, City Attorney

THIS LEASE, made and entered into this _____ day of _____, 20___, by and between the City of Petersburg, a municipal corporation of the Commonwealth of Virginia, Grantor, hereinafter referred to as "Landlord," and The Salvation Army, a Georgia Corporation, Grantee, hereinafter referred to as "Tenant."

WITNESSETH:

1. **PREMISES.** That for and in consideration of the payment by Tenant of the rent hereinafter reserved and the performance by Tenant of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, Landlord does hereby lease, let, and demise unto Tenant, its successors and assigns, and Tenant does hereby take, lease, and hire from Landlord, all that certain portion of a building owned by Landlord known as 835 Commerce Street, Petersburg, Virginia.

2. **TERM.** The term of this lease shall be for a period of five (5) years commencing on the 1st day of January, 2017, and ending on the 31th day of December, 2022.

3. **RENEWAL OPTION.** The Tenant shall also have the option to renew this Lease for one additional successive term of three (3) years, commencing on the 1st day of January, 2023. Said option to be exercised by notice to Landlord given at least four (4) months prior to the expiration of this five-year lease. The notice of desire to exercise such option shall be made by Tenant to Landlord, in writing, and shall be sent by certified mail, return receipt requested.

4. **RENT.** Commencing on the first day of the term as hereinbefore set forth, Tenant shall pay to Landlord, without demand and without notice, as rent, the following amount: annual rent of One Dollar (\$1.00).

5. **INSURANCE.** Tenant shall carry all other insurance on its own leased premise, and contents, including, but not limited to fire, theft, breaking and entering, vandalism, malicious mischief, act of God or nature, and public liability, and shall indemnify and save the Landlord harmless against any and all liabilities, claims, demands, actions, costs, and expenses of any kind and nature whatsoever, which may be sustained by Landlord by reason of any of the causes set forth in this paragraph or in the above paragraphs entitled "Damage or Destruction by Casualty," or by reason of Tenant's occupancy of the premises, and Tenant shall carry Landlord as a co-insured under its insurance policies as referred to herein.

6. **REPAIRS AND MAINTENANCE.** Tenant shall take good care of the premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Lease, shall surrender the premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear.

a. All injury to the building or fixtures caused by moving any property of the Tenant, its agents, employees, independent contractors, licensees, invitees,

or visitors, as well as any other damage due to the neglect of the premises and/or fixtures located therein, may be repaired by the Landlord at the expense of Tenant and such costs of repair shall become due and payable upon delivery of a statement of such costs by Landlord to Tenant.

- b. All other repairs, including all structural repairs to the premises, the exterior of the premises, and the common areas, if such repairs have not been necessitated by the act, fault, or negligence of Tenant, or Tenant's agents, shall be the sole responsibility of Landlord.
- c. In addition, all repairs performed by the Landlord shall be at a time and in a manner so as not to unreasonably interfere with Tenant's normal business operations. Landlord's failure to use all reasonable diligence in making repairs which are Landlord's responsibility under this Lease, shall give Tenant the right to abate its rent by an amount proportionate to the inconvenience thereby caused Tenant, such to be the sole remedy of the Tenant.
- d. Landlord shall not be liable in damages to the Tenant for temporary failure to provide heat and/or air conditioning if such failure results from the temporary breakdown of the plants or systems providing such services; provided, however, that in the event of such temporary failure, the Landlord shall promptly and at its own cost and expense, repair the machinery or equipment so that said services will be restored. During the term of this Lease, the Tenant shall provide and pay for all lights, heat, water, and sewer charges upon the demised premises.

7. ADDITIONS AND ALTERATIONS TO BECOME PART OF PREMISES.

The Tenant may, at any time during the term of this Lease, make to the buildings on the leased premises, certain alterations and additions but, it is agreed that all such alterations and additions shall be and become a permanent part of the real estate, and as such, the property of the Landlord.

8. UPKEEP. Tenant covenants and agrees to keep the premises clean and safe; to use all electrical, plumbing, heating, ventilating, and air-conditioning facilities and appliances in a reasonable manner; to conduct itself, and to require guests to conduct themselves in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the premises, and that it will not permit any other person to do so.

- a. Upon expiration or termination of the Lease, Tenant agrees to deliver the premises to the Landlord in good and clean condition, ordinary wear and tear excepted.
- b. Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary.
- c. During the duration of this Lease, Tenant agrees to give Landlord prompt, written notice of any defects in the premises, its equipment, appliances and fixtures. If further damage occurs between the time the Tenant learns a defect exists and the time Landlord learns of such defect, Tenant will be

liable for the costs of any repairs of such additional damage which might have been avoided had Tenant promptly notified Landlord of the defect.

- d. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage, or removal of any part of the premises by Tenant or by any of Tenant's guests or invitees.
- e. The Landlord shall not be liable to the Tenant, or any other person, for any loss or damage suffered during the Lease on account of any defective condition or depreciation of the leased premises or any building, structure, or equipment upon the premises and the Tenant shall assume all risks to persons or property due to latent or patent defects in the premises and fixtures thereon.

9. **TERMINATION BY DESTRUCTION.** Should the building upon the demised premises be destroyed or rendered unfit for use by fire or other casualty, this Lease shall thereupon terminate.

10. **TERMINATION BY SALE OF LEASED PROPERTY.** Should the building upon the demised premises be sold to anyone, during the term of this Lease, this lease shall thereupon terminate upon the date of the closing of the sale of said demised premises.

a. Upon the closing date of sale of the Leased premises to anyone, the tenant agrees to vacate the Lease premises within ninety (90) days from the closing date.

11. **GENERAL PROHIBITION.** The Tenant shall not assign this Lease or sublet any part of the demised property without the Landlord's prior written consent, which consent shall not be unreasonably withheld. It is understood and agreed between the Landlord and the Tenant that either party may terminate this Lease by giving the other party THIRTY (30) days written notice of the intention to terminate.

12. **SIGN.** There shall be only one sign on the property such which shall include only the following language: "835 Commerce Street, Men's Shelter, Operated by The Salvation Army and the City of Petersburg."

WITNESS the following signatures and seals:

City of Petersburg (Landlord):

By: _____
Tom Tyrell, Interim City Manager

The Salvation Army, a Georgia corporation
(Tenant):

By: _____

COMMONWEALTH OF VIRGINIA

CITY OF PETERSBURG, to wit:

The foregoing Lease was acknowledged before me this ____ day of _____, 20__, by Tom Tyrell, Interim City Manager of the City of Petersburg, a municipal corporation of the Commonwealth of Virginia, on behalf of said City.

My Commission Expires: _____

Notary Registration Number: _____

Notary Public

STATE/COMMONWEALTH OF _____

CITY/COUNTY OF _____, to wit:

The foregoing Lease was acknowledged before me this ____ day of _____, 20__, by _____, _____ of The Salvation Army, a Georgia corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

