



# City of Petersburg Virginia

www.petersburgva.gov

## City Council Meeting

**July 16, 2024**  
**Petersburg Library**  
**201 W. Washington Street**  
**Petersburg, VA 23803**  
**5:00 PM**

### City Council

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

### City Administration

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

- 
1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
    - a. National Night Out Proclamation - Page 3
  6. **Responses to Previous Public Information Posted**
  7. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. Minutes: - Pages 4-6  
- July 2, 2024 City Council Closed Session
    - b. Resolution Approving the City's Participation in Proposed Opioid Settlement Against Kroger and Related Entities - Pages 7-30
    - c. Consideration of an Ordinance to Appropriate Funding for the Sports Training Facility (Fieldhouse) at Petersburg High School in the Amount of \$500,000.00 (1st Reading) - Pages 31-32
  8. **Official Public Hearings**
  9. **Public Information Period**

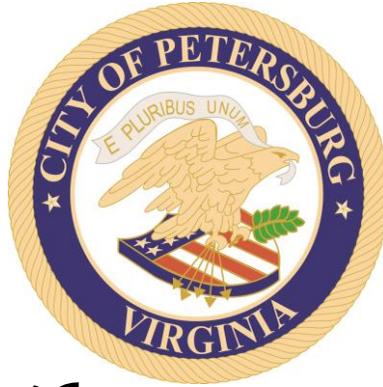
**A public information period, limited in time to 30 minutes, shall be part of an Order of Business at each regular council meeting. Each speaker shall be a resident or business owner of the City and shall be limited to three minutes. No speaker will be permitted to speak on any item scheduled for consideration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

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

- 11. Items removed from Consent Agenda**
- 12. Finance and Budget Report**
- 13. Unfinished Business**
  - a. Resolution Supporting the Submission of Smart Scale Applications to the Virginia Department of Transportation for Transportation Funding by the City of Petersburg and the Tri-Cities Area Metropolitan Planning Organization - Pages 33-35
  - b. Consideration for Approval of the Purchase Agreement by Ordinance to Approve the Purchase Agreement for the Sale of City-Owned Property at 101 West Washington Street - Pages 36-58
  - c. Disposition of City-Owned Properties Sales Offers from 50% to 100% of Assessed Value - Pages 59-72
- 14. New Business**
  - a. Planning Commission Annual Report Presentation - Pages 73-81
- 15. City Manager's Report and Special Reports**
- 16. Business or reports from the Clerk**
- 17. Business or reports from the City Attorney**
- 18. Adjournment**

Office of the Mayor

Petersburg



Virginia

# Proclamation

**WHEREAS**, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 6, 2024 (The state of Texas and select areas celebrate Tuesday, October 1, 2024) entitled “National Night Out”; and

**WHEREAS**, the National Night Out campaign provides an opportunity for neighbors in Petersburg to join over 38 million others across 18 thousand communities/neighborhoods from all 50 states, U.S. territories and military bases worldwide; and

**WHEREAS**, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

**WHEREAS**, neighbors/neighborhoods in Petersburg assist the local law enforcement agency through joint community-building efforts and support National Night Out 2024; and

**WHEREAS**, it is essential that all neighbors of Petersburg come together with police and work together to build a safer, more caring community; and

**NOW, THEREFORE, WE**, the **Petersburg City Council**, do hereby call upon all neighbors of the City of Petersburg to join the Harding Street Area Neighborhood Association and the Delectable Heights Neighborhood Association and National Association of Town Watch in support for National Night Out on Tuesday, August 6, 2024 (The state of Texas and select areas celebrate Tuesday, October 1, 2024).

**FURTHER, LET IT BE RESOLVED THAT I, Samuel Parham**, by virtue of the authority vested in me as Mayor of the City of Petersburg, do hereby proclaim Tuesday, August 6, 2024 (The state of Texas and select areas celebrate Tuesday, October 1, 2024) as “National Night Out” in Petersburg, Virginia.

Dated: July 16, 2024

  
\_\_\_\_\_  
Mayor

ATTEST:

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



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

**THROUGH:**

**FROM:**

**RE:** Minutes: - Pages 4-6  
- July 2, 2024 City Council Closed Session

**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

- 0702024 Closed Session Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, July 2, 2024, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 4:00 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/309425>.

1. **ROLL CALL**

Present:

Council Member W. Howard Myers  
Council Member Annette Smith-Lee  
Vice Mayor Darrin Hill  
Mayor Samuel Parham

Absent:

Council Member Charles H. Cuthbert, Jr.  
Council Member Marlow Jones  
Council Member Arnold Westbrook, Jr. (Late)

Present from City Administration:

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

Council Member Westbrook joined the meeting remotely at 4:03 p.m. His reason for attending remotely was due to a fact finding mission for the City. He cited his location as Las Vegas, Nevada.

2. **CLOSED SESSION**

The purpose of this meeting is to convene in the closed session pursuant §2 2.2-3711(A)(29) of the Code of Virginia for the Purpose of Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds Including Interviews of Bidders or Offerors, and Discussion of the Terms or Scope of Such Contract, Where Discussion in an Open Session Would Adversely Affect the Bargaining Position or Negotiating Strategy of the City; and §2.2-3711(A)(7) and (8) of the Code of Virginia for the Purpose of Receiving Legal Advice and Status Update from the City Attorney and Legal Consultation Regarding the Subject of Actual or Probable Litigation and Specific Legal Matters Requiring the Provision of Legal Advice by the City Attorney, Specifically Including But Not Limited to Discussion Regarding the Legal Requirements of §58.1-4107 of the Code of Virginia, Rule IV of the Rules of Council; and §2.2-3711(A)(1) of the Code of Virginia for the Purpose of Discussion Pertaining to Performance, Assignment, and Appointment of Specific Public Employees of the City of Petersburg, Specifically Including but Not Limited to Discussion of the Performance, Assignment, and Appointment of a Specific Public Officer of the City of Petersburg.

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

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

Council entered into Closed Session at 4:09 p.m.

### **CERTIFICATION**

Mr. Williams stated, "The Mayor would entertain a motion to conclude the closed session called today to certify in accordance with §2.2-3712 that the Code of Virginia that to the best of each members knowledge that only public business matter lawfully exempted from the opening meeting requirements were discussed and that only such public business matters were identified in the motion by which the closed meeting was convened, heard, discussed, or considered. If any member believes that there was a departure from the foregoing requirements should state prior to the vote indicating the substance for departure in which he believes has occurred. This requires a roll call vote Mr. Mayor."

Council Member Myers made a motion to return the City Council to open session and certify the purposes of the closed session. Vice Mayor Hill seconded the motion. There was no discussion on the motion.

The motion was approved on roll call vote.

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

**24-RES-32 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.**

City Council returned to open session at 4:50 p.m.

Vice Mayor Hill made a motion to add to the agenda a motion to allow employees to have the day off on July 5<sup>th</sup>, with the exception of essential personnel. It will be a Day of Appreciation for employees, with essential personnel receiving overtime pay for hours worked on July 5<sup>th</sup>. Council Member Smith-Lee seconded the motion.

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

Vice Mayor Hill made a motion to allow employees to have the day off on July 5<sup>th</sup>, with the exception of essential personnel. It will be a Day of Appreciation for employees, with essential personnel receiving overtime pay for hours worked on July 5<sup>th</sup>. Council Member Smith-Lee seconded the motion.

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

### **3. ADJOURNMENT:**

City Council adjourned at 4:52 p.m.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

**THROUGH:**

**FROM:** Anthony Williams

**RE:** **Resolution Approving the City's Participation in Proposed Opioid Settlement Against Kroger and Related Entities - Pages 7-30**

**PURPOSE:** The City is a current participant in the National Opioids Settlement with defendants including Janssen, Cardinal, McKesson, AmerisourceBergen, Teva, Allegran, CVS, and Walmart. The Virginia Attorney General's Office has reached a tentative settlement with an additional participant (Kroger). The total settlement is anticipated to be \$1.2 billion (nearly double of the cumulative MDL settlements that the City is currently participating in). The State and Local distribution amounts will be contingent upon state and subdivision participation and will be paid out over eleven years after its effective date. The Attorney General's Office is asking that localities adopt the attached Resolution authorizing execution of all necessary documents to participate in the Kroger settlement and file them with the AG's Office on or before August 12, 2024.

**REASON:** To allow Petersburg to participate in the Kroger Opioid Settlement per the request of the Virginia Attorney General's Office.

**RECOMMENDATION:** Approve Resolution.

**BACKGROUND:** The City is a current participant in the National Opioids Settlement with defendants including Janssen, Cardinal, McKesson, AmerisourceBergen, Teva, Allegran, CVS, and Walmart. The Virginia Attorney General's Office has reached a tentative settlement with an additional participant (Kroger). The total settlement is anticipated to be \$1.2 billion (nearly double of the cumulative MDL settlements that the City is currently participating in). The State and Local distribution amounts will be contingent upon state and subdivision participation and will be paid out over eleven years after its effective date. The Attorney General's Office is asking that localities adopt the attached Resolution authorizing execution of all necessary documents to participate in the Kroger settlement and file them with the AG's Office on or before August 12, 2024.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. DRAFT RESOLUTION (June 2024) for non-litigating cities and counties - Approval of Settlement with Kroger
2. email
3. form-of-Master-Stipulation-of-Dismissal
4. Kroger-Ex.-K-Subdivision-Participation-Form
5. Kroger-statement
6. Opioids-Implementation-Administrator-DocuSign-Instructions-for-Participation-Agreements-05.23.24-3
7. State\_Cover\_Letter\_-\_Virginia

## RESOLUTION

A RESOLUTION OF THE PETERSBURG CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST KROGER AND ITS RELATED CORPORATE ENTITIES, AND DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Petersburg, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Petersburg's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Petersburg, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Petersburg; and

WHEREAS, a settlement proposal has been negotiated that will cause Kroger to pay over a billion dollars nationwide to resolve opioid-related claims against it; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with Kroger shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, and Walmart;

WHEREAS, the City Attorney City Manager have reviewed the available information about the proposed settlement and has recommended that the City participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Petersburg City Council, this \_\_\_ day of July, 2024, approves of the City's participation in the proposed settlement of opioid-related claims against Kroger and its related corporate entities, and directs the City Attorney and City Manager to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against Kroger.

## Anthony Williams

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**From:** Beshere, Thomas M. <TBeshere@oag.state.va.us>  
**Sent:** Friday, June 14, 2024 3:40 PM  
**To:** Beshere, Thomas M.  
**Subject:** IMPORTANT -- PLEASE READ -- Multistate opioid settlement with Kroger -- Approval and sign-on process  
**Attachments:** DRAFT RESOLUTION (June 2024) for non-litigating cities and counties - Approval of Settlement with Kroger.docx  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Counsel and Administrators:

On behalf of the Office of the Attorney General of Virginia, I am writing to provide information to you about the multistate opioid settlement that has been reached with the retail pharmacy chain Kroger. By now, you probably have received an initial notice about the settlements from Rubris, the implementation administrator for this settlements. (If you have not received this initial notice, please let me know and I will contact Rubris to make sure they have the correct contact information for your locality.)

You will soon be receiving (possibly as soon as early next week) another notification from Rubris, accompanied by a sign-on form that you will need to complete and submit in order to join and participate in this settlement. The notice from Rubris will include instructions on how to complete and submit the form.

In the meantime, I am attaching a draft resolution for your board or council to approve your locality's participation in the settlement, and authorize a responsible official to complete, sign, and submit the participation form.

Once again, the amount of funds that will flow to Virginia and its localities from the Kroger settlement depends on maximizing participation by as many local government subdivisions as possible. We achieved 100% participation in the previous multistate opioid settlements with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Johnson & Johnson, Teva, and Allergan, and retail pharmacy chains CVS, Walgreens, and Walmart. We hope to achieve the same 100% participation rate for the Kroger settlement as well.

The deadline for submitting your participation forms is August 12, so please put the attached resolution on the agenda for your next board meeting, then complete and submit the participation forms as soon as possible.

As always, please feel free to contact me directly if you have any questions.

Thank you,  
Tom Beshere

**Thomas M. Beshere**  
**Assistant Attorney General**  
**Office of the Attorney General**

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Richmond, Virginia 23219  
(804) 823-6335 Office  
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<http://www.ag.virginia.gov>



**Thomas M. Beshere | Assistant Attorney General**  
**Office of the Attorney General**



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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION  
OPIATE LITIGATION

*This document relates to:*

*All Cases Noted on Attached Exhibit*

MDL No. 2804

Case No. 1:17-md-2804

JUDGE DAN AARON POLSTER

**MASTER STIPULATION AND [PROPOSED] ORDER  
DISMISSING WITH PREJUDICE CLAIMS  
PURSUANT TO NATIONAL SETTLEMENT AGREEMENTS**

IT IS HEREBY STIPULATED AND AGREED, by and between the Plaintiff Subdivisions identified in Appendix A (collectively, the “Dismissing Plaintiffs”) and Defendants \_\_\_\_\_ (collectively and together with their Released Entities, the “\_\_\_\_\_ Defendants”<sup>1</sup>) that, pursuant to the election of each Dismissing Plaintiff to participate in the \_\_\_\_\_ Settlement Agreement, which was announced on \_\_\_\_\_, 2022 and is now binding on the Dismissing Plaintiffs and the \_\_\_\_\_ Defendants, (a copy of which is attached as Appendix B), all claims of each Dismissing Plaintiff against any \_\_\_\_\_ Defendant, including any entity identified on the attached Appendix C, are hereby voluntarily **DISMISSED WITH PREJUDICE**, with each party to bear its own costs. The Court shall retain jurisdiction with respect to the Janssen Settlement Agreement to the extent provided under that Agreement.

<sup>1</sup> The Released Entities are each and every entity of any of the \_\_\_\_\_ Defendants that is a “Released Entity” as set forth in Section \_\_\_ and Exhibit \_\_\_ of the \_\_\_\_\_ Settlement Agreement, a copy of which is attached as Appendix B. Appendix C, also attached hereto, represents a good faith effort by the \_\_\_\_\_ Defendants to list all Released Entities that may be individually named in any of the Dismissing Plaintiffs’ complaints. Appendix C is not intended to limit the scope of Released Entities, and to the extent that Dismissing Plaintiffs or \_\_\_\_\_ Defendants subsequently identify any Released Entity that should have been included on Appendix C, they will inform the Clerk of the Court.

January 25, 2023

Respectfully submitted,

Agreed as to form and substance:

SO ORDERED this \_\_ day of \_\_\_\_\_, 2023.

---

Hon. Dan Aaron Polster  
United States District Judge

**CERTIFICATE OF SERVICE**

I hereby certify that on January 25, 2023, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system. Copies will be served upon counsel of record by, and may be obtained through, the Court CM/ECF system.

**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Statement of Plaintiffs' Executive Committee**

*June 7, 2024*

*The below statement is on behalf of National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee co-leads Joe Rice of Motley Rice LLC; Jayne Conroy of Simmons Hanly Conroy; and Paul T. Farrell Jr. of Farrell & Fuller Law LLC.*

“This \$1.2 billion settlement with Kroger marks another significant step in holding each company involved in the opioid epidemic accountable and ensuring essential resources are delivered to communities across the country. We encourage all eligible states and subdivisions to join us in this settlement to expedite the process of providing these life-saving resources where they are needed most.

“Although the efforts of the law firms appointed five years ago to the opioid MDL leadership have secured over \$51 billion for communities nationwide, our work is not over. We remain committed to vigorously pursuing the remaining cases against pharmacy benefit managers and other regional manufacturers, distributors, and pharmacies.”

*Additional background: Dependent on state and subdivision participation, the settlement with Kroger totaling \$1.2 billion will be paid out over eleven years after its effective date.*

###



**Opioids: Implementation Administrator**

Participation Agreements: DocuSign Instructions

Updated June 5, 2024

Settlement Participation forms for the Kroger National Opioid Settlement will be issued by the Implementation Administrator, Rubris Inc, via DocuSign for all subdivisions and special districts within the settling states that are eligible to participate in this settlement.

Please add [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com) to your “safe” list, so emails do not go to spam / junk folders. Please monitor your email for the Participation Forms and instructions. The DocuSign email will have the following subject, sender, and recipients:

Item	Description
Subject	Action Required: New National Opioid Settlement – Participation Forms - CL-12345
Address of Sender	<a href="mailto:dse_na3@docusign.net">dse_na3@docusign.net</a>
Sender	Opioids Implementation Administrator
Recipients	Subdivision and/or Attorney contacts who received settlement notice

All questions related to participation agreements should be sent to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). If an email recipient responds to the email from DocuSign, their response will be sent to this email address. Rubris Inc is monitoring and managing all requests to this email account.

Below are the instructions for reviewing and executing Participation Agreements via DocuSign, as well as printing and returning a signed Participation Agreement with a manual signature.

**Steps for Reviewing and Executing Participation Agreements via DocuSign**

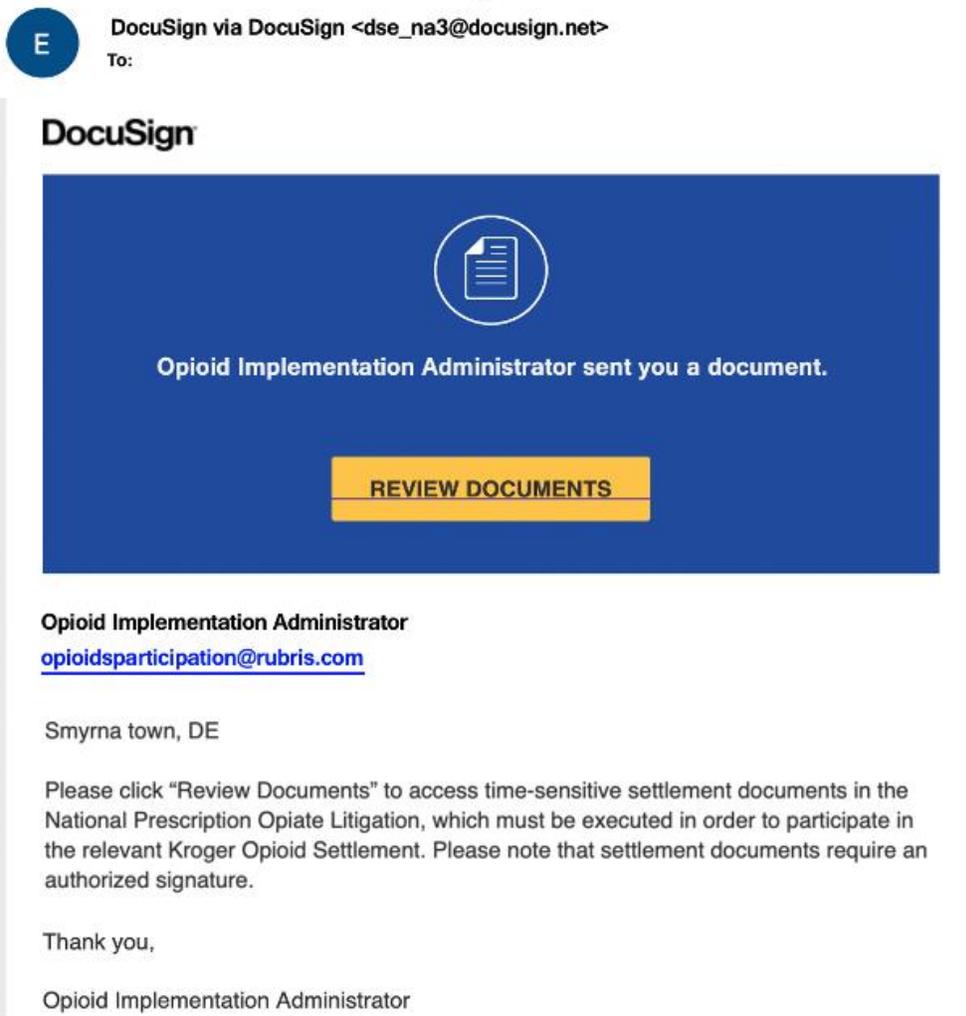
Step	Comments
Step 1: Click on “Review Documents”	After clicking this button, a new browser window will open where you can begin the DocuSign process
Step 2: If you are the authorized signer, click on “Agree” and “Continue”	If you are <b>not</b> the authorized signer, click on “Other Actions” and select “Assign to Someone Else”  Instructions for “Assign to Someone Else” are outlined on page 7 of this document.
Step 3: Review the cover letter	
Step 4: Confirm the Governmental Entity Name and State are correct and enter the Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement	Fields with a red outline are required

Step 5: Sign Participation Agreement	Signature, Name, and Title are required for the Participation Agreement; The date will auto populate by DocuSign
--------------------------------------	--

### Steps for Reviewing and Executing Documents via DocuSign

Step 1: Click on “Review Documents”

After clicking this button, a new browser window will open where you can begin the DocuSign process



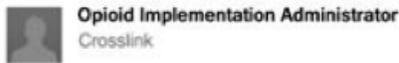


Step 2: If you are the assigned signer, click on “Agree” and “Continue”

If you are **not** the assigned signer, click on “Other Actions” and select “Assign to Someone Else”

**Please Note:** The “Assigned Signer” was determined by using from the previous wave of settlements. If you received this as the “Assigned Signer”, but believe this to be incorrect, you may assign it to someone else. Instructions for “Assign to Someone Else” are outlined on page 7 of this document.

### Please Review & Act on These Documents



Smyrna town, DE

Please click “Review Documents” to access time-sensitive settlement documents in the National Prescription Opiate Litigation, which must be executed in order to participate in the relevant Kroger Opioid Settlement. Please note that settlement documents require an authorized signature.

Each package has one authorized signer. If you are the authorized signer, you will see “Opioids Implementation Administrator sent you a document to **review and sign**” above. If you are not the authorized signer, you will see “Opioids Implementation Administrator sent you a **copy**” above and you are being copied for informational purposes. For DocuSign instructions, including reassigning the assigned signer, please reference the DocuSign instructions on <https://nationalopioidsettlement.com>.

Thank you,

Opioids Implementation Administrator

[View Less](#)

Please read the [Electronic Record and Signature Disclosure](#).

 I agree to use electronic records and signatures.

have been reached with Teva, Allergan, CVS, and other manufacturers (“Settling Defendants”). This Participation Package i

Step 3: Review the cover letter

Please review the documents below. FINISH OTHER ACTIONS ▾

DocuSign Envelope ID: 8B75BC7F-3B1F-48B8-ABDB-EA35B3525C55

DEMONSTRATION DOCUMENT ONLY  
 PROVIDED BY DOCUSIGN ONLINE SIGNING SERVICE  
 999 3rd Ave, Suite 1700 • Seattle • Washington 98104 • (206) 219-0200  
 www.docuSign.com

START

Sample State Cover letter

Step 4: Confirm the Governmental Entity Name and State are correct and populate Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement

START

DocuSign Envelope ID: 20BFC4EC-7657-4B12-8FCA-EBFC768E76D6

DEMONSTRATION DOCUMENT ONLY  
 PROVIDED BY DOCUSIGN ONLINE SIGNING SERVICE  
 999 3rd Ave, Suite 1700 • Seattle • Washington 98104 • (206) 219-0200  
[www.docusign.com](http://www.docusign.com)

**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity: Smyrna town	State: DE
Authorized Signatory: <input style="width: 90%;" type="text"/>	
Address 1: <input style="width: 90%;" type="text"/>	
Address 2: <input style="width: 90%;" type="text"/>	
City, State, Zip: <input style="width: 40%;" type="text"/>	-- select -- <input style="width: 10%; border: none;" type="button" value="v"/>
Phone: <input style="width: 60%;" type="text"/>	<input style="width: 40%;" type="text"/>
Email: <input style="width: 90%;" type="text"/>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

Step 5: Sign the Participation Agreement

Signature, Name, and Title are required; The date will be auto populated by DocuSign. Select “Finish” to send all completed documents.

Please review the documents below.
FINISH
OTHER ACTIONS ▾

START

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

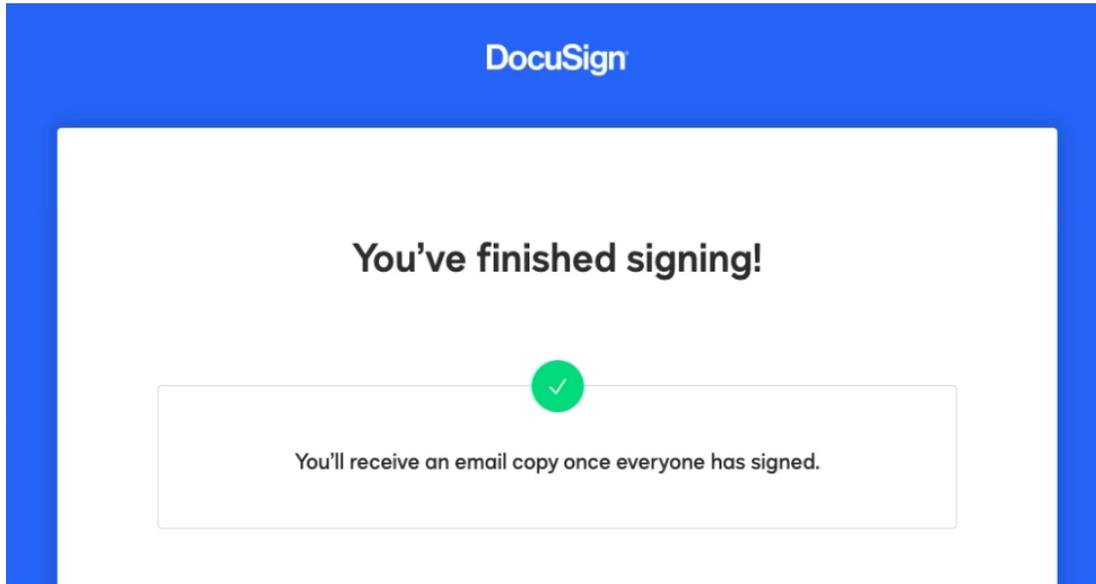
Signature:

Name:

Title:

Date: 1/30/2023

Once finished, you will receive an email copy for your records.

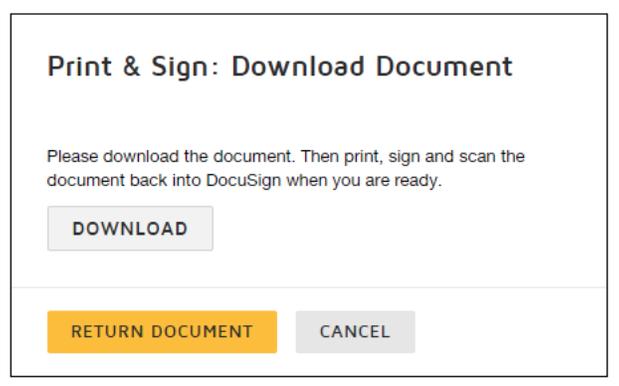


**Steps to Return Signed Participation Agreements with a Manual Signature:**

DocuSign allows participation agreements to be downloaded, signed manually, then scanned and uploaded to DocuSign, and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with an electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision’s records.

Step 1: From the document you are signing, open the menu by clicking “Other Actions”

Step 2: Click “Print & Sign”. You can save the document(s) to your computer by clicking “Download”

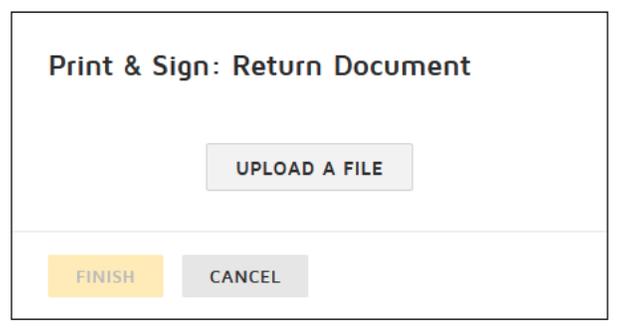


Step 3: Print the documents, populate, and sign the printed pages as needed

Step 4: Scan the signed documents back into your computer

Step 5: In the “Print & Sign: Download Document” dialog box, click “Return Document”

Step 6: Click “Upload A File” and select the signed electronic file version of your document to upload

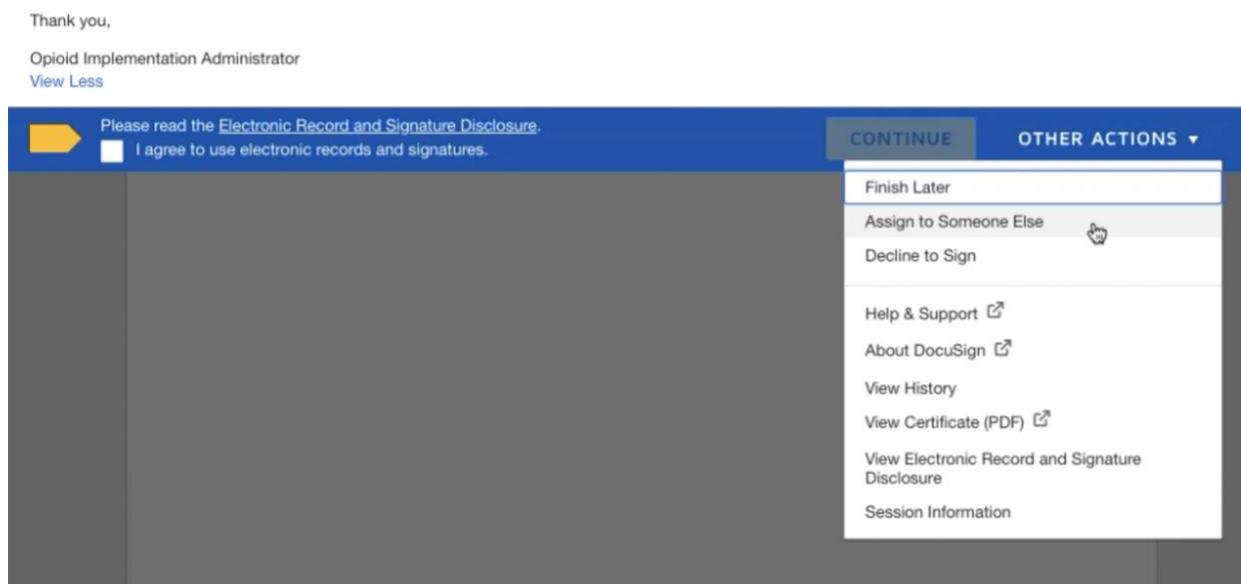


Step 7: Once the file is uploaded, the file name and number of pages will be shown in the dialog box. Ensure the correct document is uploaded and click “Finish” to send the document

### Steps to “Assign to Someone Else”

Step 1: Select “Other Actions”

Step 2: Select “Assign to Someone Else”



Step 3: Enter the requested information for the Assigned Signer and click “Assign”

- The new signer will be notified
- You will be copied on all DocuSign emails sent to the new signer

### Assign to Someone Else ✕

**Delivery Method \***

**New Signer's Name \***

**New Signer's Email \***

**Provide a reason for assigning to someone else**

250 characters remaining

The sender and the new signer will be notified of these changes. You will be added as a Carbon Copy (CC) recipient.

**ASSIGN**    CANCEL

DocuSign

## You've Changed The Signer



We've notified the sender and new signer. You'll receive an email copy once everyone has signed.

New National Opioids Settlement: Kroger  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Petersburg city, VA  
Reference Number: CL-798778

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: August 12, 2024***

A new proposed national opioids settlement (“*New National Opioids Settlement*”) has been reached with Kroger (“*Settling Defendant*”). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Virginia is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

**The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

In Virginia, participating counties and independent cities may receive some of the settlement funds directly, pursuant to the allocation framework set forth in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (“MOU”), which has been previously approved by all Virginia counties and cities, and the Virginia Opioid Abatement Fund statute, Va. Code § 2.2-2374. In addition, some towns are being asked to approve the settlements and submit participation forms because, due to the structure of the settlement agreements, towns above a certain population threshold must approve the settlements and submit participation forms in order to maximize the overall recovery for the Commonwealth and its subdivisions. Participating towns are not eligible to receive direct shares from the settlement funds—however, they may be able to apply for, request, or receive funds for opioid abatement programs through their counties. Participation by these towns will help to maximize the recovery for all of Virginia’s counties, including the counties in which they are located.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General’s Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision’s records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision’s records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed

*Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on August 12, 2024.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Tom Beshere at the Virginia Attorney General's Office at 804-823-6335 or [tbeshere@oag.state.va.us](mailto:tbeshere@oag.state.va.us).

Thank you,

New National Opioids Settlement Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.*



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

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

**FROM:** March Altman, Jr.

**RE:** **Consideration of an Ordinance to Appropriate Funding for the Sports Training Facility (Fieldhouse) at Petersburg High School in the Amount of \$500,000.00 (1st Reading) - Pages 31-32**

**PURPOSE:** To appropriate funding for the Petersburg HS Sports Training Facility per City matching funds

**REASON:** To appropriate funding for the Petersburg HS Sports Training Facility per City matching funds

**RECOMMENDATION:** Approve Ordinance & Appropriate funds

**BACKGROUND:** Per the Memorandum of Agreement between the city, PCPS School Board, & the PHS Stadium Enhancement Committee, the City agreed to provide funds to the committee for the purpose of the Training facility project using the funds designated for future capital needs of PCPS

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 7/30/2024

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Ordinance - Stadium Appropriation

**AN ORDINANCE TO APPROPRIATE FUNDING FOR THE SPORTS TRAINING FACILITY AT PETERSBURG HIGH SCHOOL**

---

**WHEREAS**, There is an existing MOU between the City, Petersburg City School Board, & the PHS Stadium Enhancement Committee; and

**WHEREAS**, all parties agreed to fund the Stadium Enhancement project; and

**WHEREAS**, the funding shall come from the funds designated for future capital needs of PCPS; and

**WHEREAS**, use of these funds must not exceed \$2.7 million, per 23-R-46; and

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby appropriate \$500,000 to the PHS Stadium Enhancement project.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

**THROUGH:** Naomi Siodmok, Director of Planning and Community Development

**FROM:** March Altman, Jr.

**RE:** **Resolution Supporting the Submission of Smart Scale Applications to the Virginia Department of Transportation for Transportation Funding by the City of Petersburg and the Tri-Cities Area Metropolitan Planning Organization - Pages 33-35**

**PURPOSE:** For Council to formally endorse submission of a Smart Scale applications for funding consideration for the following transportation projects:

### Projects being submitted by TCAMPO

- Washington/Wythe Conversion to 2-Way and Single Point Urban Interchange (SPUI) @ I-95
- I-85/95 Interchange Improvements

### City of Petersburg Applications

- I-95 at Rives Road Exit Roundabouts
- S Crater Rd at Crater Cir and Wagner Rd
- Wagner Road and Normandy Drive

**REASON:** To receive the required support for the submission of applications for Smart Scale funding by the City of Petersburg and the Tri-Cities Metropolitan Planning Organization, which are due August 1st.

**RECOMMENDATION:** Approval of the Resolution.

**BACKGROUND:** The City has been working with the Virginia Department of Transportation and consultants to study improvements to the following areas via the Pipeline and STARS processes:

- Wagner Road from Normandy Dr to US-301 (S. Crater Rd), US-301 (S. Crater Rd) from Wagner Road to VA-629 (Rives Rd), and VA-629 (Rives Rd) from US-301 (S. Crater Rd) to Lakeshore Drive
- I-95/I-85 Interchange between Crater Road/US 460 BUS (Exit 50) and Southpark Boulevard (Exit 53)

As these studies wrap up, the best source of funding is Smart Scale, which helps Virginia meet its most critical transportation needs using limited tax dollars. Transportation projects are prioritized for funding based on key factors like how they improve safety, reduce congestion, increase accessibility, contribute to economic development, promote efficient land use, and affect the environment. The anticipated benefits are calculated, and the projects are scored and ranked. This information is used by the Commonwealth Transportation Board to help guide and inform their project selection decisions.

Applications for consideration are due August 1, 2024, for potential funding starting in 2028.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** Tri-Cities Metropolitan Planning Organization

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. SmartScale Resolution of Support

**Resolution supporting the submission of Smart Scale applications to the Virginia Department of Transportation (VDOT) for transportation funding by the City of Petersburg and the Tri-Cities Area Metropolitan Planning Organization (TCAMPO)**

**WHEREAS**, the Tri-Cities Area Metropolitan Planning Organization adopted Plan 2045, which is the long-range (20 year) strategy to guide investment in multi-modal transportation infrastructure in the Tri-Cities Region; and

**WHEREAS**, the Technical Appendices of Plan 2045 references improvements to Exit 52 at I-95 and Washington Street, Rives Road interchange improvements, and Wagner Road interchange improvements; and

**WHEREAS**, Petersburg has worked with VDOT to complete the Pipeline Study, a performance-based planning program to identify cost-effective solutions to multimodal transportation needs, at Wagner Road from Normandy Dr to US-301 (S. Crater Rd), US-301 (S. Crater Rd) from Wagner Road to VA-629 (Rives Rd), and VA-629 (Rives Rd) from US-301 (S. Crater Rd) to Lakeshore Drive in anticipation of submitting for funding for improvements via Smart Scale; and

**WHEREAS**, Petersburg has worked with VDOT to complete the Strategically Targeted Affordable Roadway Solutions (STARS) Study, a program to develop comprehensive and innovative multimodal transportation solutions to address congestion and safety challenges, at the I-95/I-85 Interchange between Crater Road/US 460 BUS (Exit 50) and Southpark Boulevard (Exit 53) in anticipation of submitting for funding for improvements via Smart Scale; and

**WHEREAS**, these study locations are noted in the VTrans2040 Multimodal Transportation Plan, which is the current long-range, statewide multimodal policy plan that provides the overarching vision and goals for transportation in the Commonwealth of Virginia with I-95 and I-85 noted as having reliability, connectivity, and safety needs, and Wagner Road, Rives, Road, and Crater Road noted to have district safety improvement needs; and

**WHEREAS**, community engagement via surveys and open house events, meetings with City Council and presentations at City Council meetings, and regular collaboration with City staff was conducted to draft the concepts for improvements to these facilities; and

**WHEREAS**, it is in the best interests of the Tri-Cities and City of Petersburg to submit Smart Scale applications requesting state funding for eligible transportation projects to support the completion of major projects have safety, connectivity, and reliability needs.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Petersburg City Council fully endorses submission of a Smart Scale applications requesting funding for the following transportation projects:

**Projects being submitted by TCAMPO**

- Washington/Wythe Conversion to 2-Way and Single Point Urban Interchange (SPUI) @ I-95
- I-85/95 Interchange Improvements

**City of Petersburg Applications**

- I-95 at Rives Road Exit Roundabouts
- S Crater Rd at Crater Cir and Wagner Rd
- Wagner Road and Normandy Drive



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

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

**FROM:** Brian Moore

**RE:** **Consideration for Approval of the Purchase Agreement by Ordinance to Approve the Purchase Agreement for the Sale of City-Owned Property at 101 West Washington Street - Pages 36-58**

**PURPOSE:** To approve the purchase agreement between the City of Petersburg and ECIMED-1, LLC for the development of a medical center.

**REASON:** This will be the final action required so development of the medical center can begin.

**RECOMMENDATION:** Economic Development recommends approval by ordinance of the attached purchase agreement.

**BACKGROUND:** ECIMED-1, LLC is asking for approval for the purchase agreement. Also, City Council asked ECIMED-1, LLC to return with a building design. The potential increase of the project required adjustments from a two-story project to a potential five-story project. This would be an additional 45,000 square feet.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Estimated building cost of \$17 million dollars would generate \$215,900 dollars annually. Machinery and tools for equipment would also be generated, but do not have any figures at this time.

**CITY COUNCIL HEARING DATE:** 7/16/2024

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

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** The sale was approved by the City Council on February 20, 2024.

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

**ATTACHMENTS:**

1. Petersburg City Council Letter
2. ECIMED.Petersburg.Purchaser Executed PSA for Petersburg Property (01640991xBE3E4)
3. Ordinance - ECIMed-1
4. ECIMED Dev Agreement Presentation July 2024



Bon Secours Southside Medical Center

July 9, 2024

Petersburg City Council Members  
135 North Union Street  
Suite 210  
Petersburg, VA 23803

Dear Petersburg City Council Members,

Bon Secours is in support of the plans for an Integrated Healthcare Medical Office Building in Petersburg. As a strong community partner, good help to those in need and accessible and convenient healthcare for all, including underserved populations, is in alignment with the mission of Bon Secours.

Thank you for your consideration of these plans.

Sincerely,

A handwritten signature in black ink that reads 'Brenda Woodcock'.

Brenda Woodcock, President  
Bon Secours Southside Medical Center and Bon Secours Southern Virginia Medical Center

200 Medical Park Blvd  
Petersburg, VA 23805  
804-765-5000

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$346,500

Consideration: \$173,250

Tax Map No.: 022020800

This Real Estate Purchase Agreement (the "Agreement") is dated \_\_\_\_\_, 2024, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, ECIMED-1, LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 101 W. Washington Street, Tax Map Number: 022020800 (Property).

Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is one hundred seventy-three thousand two hundred fifty and 00/100 dollars (\$173,250) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, seventeen thousand three hundred twenty-five and 00/100 dollars (\$17,325) (the "Deposit"), within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Special Warranty Deed, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and taxes due and payable after Closing.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier. Seller shall not enter into any agreement or encumber the Property or modify the Property in any manner after the Effective Date. Purchaser shall have the right to update its title commitment and survey prior to Closing to confirm that there have been no changes.

5. **Due Diligence Period:** Purchaser shall have one hundred eighty (180) calendar days after the Effective Date (the "Due Diligence Period") to determine if the Property is suitable for Purchaser's intended use. During the Due Diligence Period, the Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require).

Seller shall be responsible for paying the real estate commission (if applicable), Seller's attorney fees, applicable Grantor's tax and the cost associated with the preparation of the deed and other Seller's documents required hereunder. Purchaser shall be responsible for paying Purchaser's attorney fees, applicable Grantee's tax, the cost of the title insurance, and all other costs incurred by Purchaser related to its investigation of the Property. All utilities, rents, and taxes, as applicable, shall be prorated at Closing.

At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on February 20, 2024. Such proposal shall be reviewed by Seller to determine its feasibility and consistency with the original proposal made on February 20, 2024 and must be formally approved by City Council. The Development Agreement shall include a detailed description of the design of the building which shall be subject to approval at the sole discretion of Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement. Notwithstanding anything in this Agreement to the contrary, the Due Diligence Period shall automatically be extended for consecutive thirty (30) day periods if Purchaser has submitted the Development Agreement to Seller as required herein and the Development Agreement is pending

approval by City Council. In the event the Development Agreement has not been approved within one (1) year after the Effective Date, then Purchaser shall have the right to terminate this Agreement by written notice to Seller. In the event City Council denies approval of the Development Agreement, then Purchaser shall have the right to (i) extend the Due Diligence Period for up to 90 days to allow time to revise and resubmit the Development Agreement, or (ii) terminate this Agreement by written notice to Seller.

**6. Termination Prior to Conclusion of Due Diligence Phase:**

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then Purchaser shall have the right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period and, after such written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, and Purchaser delivers written notice of termination to Seller, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

**7. Seller's Representations and Warranties: Seller represents and warrants as follows:**

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.
- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

**8. Purchaser's Representations and Warranties:**

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
- b. Purchaser has full power, authorization and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. **Condition of the Property:** Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and will determine during the Due Diligence Period whether or not the Property is suitable for Purchaser's use. Except as expressly provided in this Agreement, Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. **Insurance and Indemnification:** Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of commercially reasonable doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole reasonable discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg

John "March" Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCHASER:

ECIMED-1, LLC

671 Hioaks Road

Richmond, VA 23235

Attn: Dr. Ari Hirsch

COPY TO:

Roth Jackson

1519 Summit Ave., Suite 102

Richmond, VA 23230

Attn: Caroline Browder, Esq.

ESCROW AGENT:

Pender and Coward

\_\_\_\_\_  
\_\_\_\_\_

Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) as indicated on applicable delivery receipt, if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier fee prepaid,

with receipt showing the correct name and address of the person to whom notice is to be given, and (c) as indicated on applicable delivery receipt if sent via certified mail or similar service.

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. Electronic signatures delivered in compliance with applicable laws shall be binding and enforceable for all purposes.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.
22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other

obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

25. **Title Protection:** Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property and held in escrow until Closing.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.
29. **Purchaser Default.** If the sale and purchase contemplated hereby is not consummated solely due to a default or breach by Purchaser of its obligations under this Agreement, and if Purchaser fails to cure such default or breach within ten (10) days after receiving written notice of such default or breach from Seller, and after Seller has performed or tendered performance of all of its obligations in accordance with this Agreement, then, upon written notice from Seller to Purchaser, (a) this Agreement shall terminate; (b) the Deposit shall be retained by Seller; and (c) Seller shall have the right to pursue any legal remedies Seller may have, at law and in equity, for Purchaser's failure to purchase the Property in accordance with the terms of this Agreement. Seller hereby waives any right to an action for specific performance of any provisions of this Agreement and Seller agrees that it shall not be entitled to any consequential, punitive, speculative or indirect damages.
30. **Seller Default.** Notwithstanding any provisions in this Agreement to the contrary, nothing in this Agreement shall be construed as a waiver of sovereign immunity of Seller if applicable. If Seller fails to perform any of its obligations or is otherwise in default hereunder or breaches any representation or warranty of Seller contained in this Agreement and fails to cure such default or breach within ten (10) days after receiving written notice of such default or breach from Purchaser (except for Seller's failure to deliver the Property at Closing to Purchaser, which shall be deemed to be an immediate event of default for which no notice or opportunity to cure shall be required), then Purchaser shall have the right to exercise any one or more of the following remedies, all of which shall be cumulative:

- a. Waive such failure and proceed to the Closing with no reduction in the Purchase Price.
- b. To seek specific performance of this Agreement, during which time the Closing will be postponed until such time as Seller has cured its default.
- c. Terminate this Agreement by notice to Seller to that effect in accordance with law, in which event the parties hereto shall have no further obligations hereunder, except those which expressly survive termination hereof, to promptly recover the full amount of the Deposit plus receive reimbursement from Seller of Purchaser's costs and expenses in connection with this Agreement.
- d. To pursue any and all legal remedies to which Purchaser may be entitled under this Agreement, at law and in equity, and to recover all damages incurred by it as a result of such default or breach.

[SIGNATURES ON FOLLOWING PAGE(S)]

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

PURCHASER:

**ECIMED-1, LLC**

DocuSigned by:  
  
By: 0403DB14528E404

Name: Ari Hirsch

Title: Manager

Date: 7/9/2024

SELLER:

**The City of Petersburg, Virginia**

By: \_\_\_\_\_

Name: John "March" Altman

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anthony Williams

Title: City Attorney

## **ORDINANCE**

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 101 West Washington Street.

WHEREAS, the City of Petersburg has received a proposal from ECIMED-1, LLC to purchase the City-owned property at 101 West Washington Street, to construct a medical office building; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the sale of City-owned property.

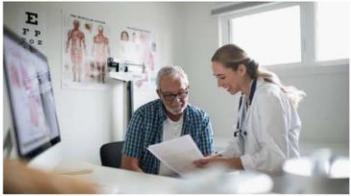
NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with ECIMED-1, LLC toward the sale and development of City-owned property located at 101 West Washington Street.

DRAFT VERSION

# ECIMED Medical Arts Building Development Agreement Approval

July 16, 2024  
Department of Economic Development

## Center for Kidney and Vascular Health (CKVH)



- Minimum 30,000 sq ft
- New jobs: 50+



- Regional destination
- Integrated care
- Holistic approach
- Comprehensive “all under one roof”
- Focus on prevention and health



**ECIMED**

Mike Laing and Ari Hirsch



# ECIMED Medical Arts Building Introduction

Center for Kidney and Vascular Health (CKVH)



Minimum 30,000 sq ft  
New jobs: 50+

- Regional destination
- Integrated care
- Holistic approach
- Comprehensive "all under one roof"
- Focus on prevention and health

ECIMED Mike Laing and Ari Hirsch

The diagram shows a central circle labeled 'CKVH' with arrows pointing to 'Kidney Care', 'Primary Care', 'Specialists', and 'Other Services'. There are also icons for a kidney, a heart, and a stethoscope. The text 'Regional destination', 'Integrated care', 'Holistic approach', 'Comprehensive "all under one roof"', and 'Focus on prevention and health' is listed on the right. The ECIMED logo and the names 'Mike Laing and Ari Hirsch' are at the bottom.

***ECIMED-1, LLC. Desire to purchase the City property of 101 W. Washington Street for the development of a medical center for Kidney and Vascular Health (CKVH). Council approved their purchase on February 20, 2024. They are here tonight to bring Council further information on the building, and potential additional medical services that will be provided.***



# ECIMED Medical Arts Building Location

Center for Kidney and Vascular Health (CKVH)

- Regional destination
- Integrated care
- Holistic approach
- Comprehensive "all under one roof"
- Focus on prevention and health

Minimum 30,000 sq ft  
New jobs: 50+

ECIMED Mike Laing and Ari Hirsch



# ECIMED Medical Arts Building Location (Cont'd)

Center for Kidney and Renal Health (CKVH)

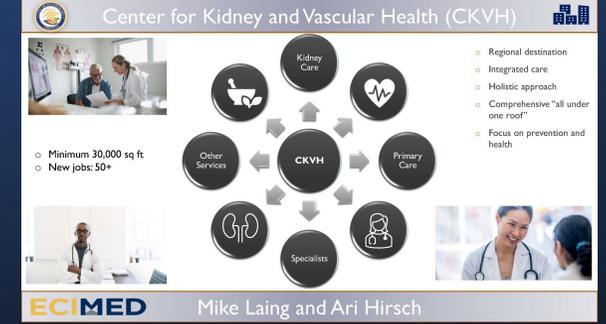
- Regional destination
- Integrated care
- Holistic approach
- Comprehensive "all under one roof"
- Focus on prevention and health

- Minimum 30,000 sq ft
- New jobs: 50+

ECIMED Mike Laing and Ari Hirsch



# ECIMED Medical Arts Building Surrounding Structures

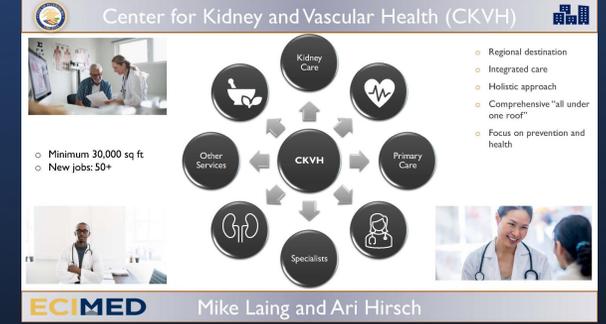


Transit Center



Arnold Pen and old Harlow-Hardy Co. Building

# ECIMED Medical Arts Building Surrounding Structures (cont'd)



**Saint Joesph's Catholic Church**

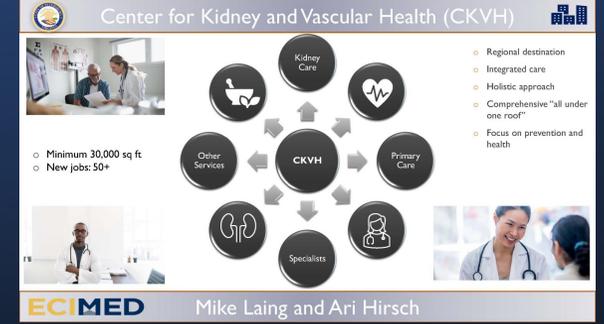


**Western half of Union Flats**



**Eastern half of Union Flats**

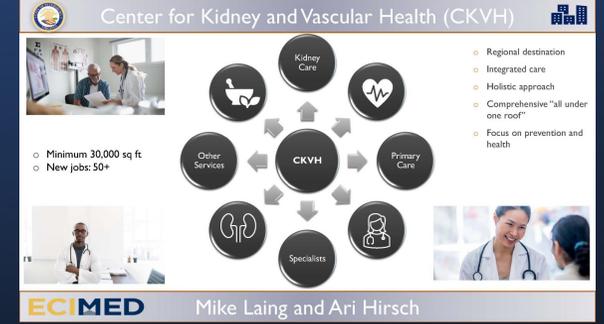
# ECIMED Medical Arts Building Support from Bon Secours



- **Letter of Support in your packet from Brenda Woodcock, President, Bon Secours Southside Medical Center and Bon Secours Southern Virginia Medical Center.**
- **Attending tonight, we have Destiney Deschenes, Chief Operating Officer at Southside Medical Center, John Yosay, MD, Vice President of Medical Affairs, and Mr. Andy Markow, CFO.**

# ECIMED Medical Arts Building Support from Vascular Surgical Associates

Center for Kidney and Vascular Health (CKVH)



The diagram shows a central circle labeled 'CKVH' with arrows pointing to six surrounding circles: 'Kidney Care', 'Primary Care', 'Specialists', 'Other Services', 'ECIMED' (with a building icon), and 'ECIMED' (with a person icon). To the right, a list of features includes: Regional destination, Integrated care, Holistic approach, Comprehensive "all under one roof", and Focus on prevention and health. To the left, two bullet points state: Minimum 30,000 sq ft and New jobs: 50+.

- Minimum 30,000 sq ft
- New jobs: 50+

- Regional destination
- Integrated care
- Holistic approach
- Comprehensive "all under one roof"
- Focus on prevention and health

ECIMED Mike Laing and Ari Hirsch

- **Attending tonight, we have Jeff Brown, MD, President, Vascular Surgical Associates.**

# ECIMED Medical Arts Building Recommendation

Center for Kidney and Vascular Health (CKVH)

- Minimum 30,000 sq ft
- New jobs: 50+

- Regional destination
- Integrated care
- Holistic approach
- Comprehensive "all under one roof"
- Focus on prevention and health

ECIMED Mike Laing and Ari Hirsch

**Approval by Ordinance of the Development agreement.**





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

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

**FROM:** Brian Moore

**RE:** **Disposition of City-Owned Properties Sales Offers from 50% to 100% of Assessed Value - Pages 59-72**

**PURPOSE:**

**REASON:** To provide City Council with the opportunity to make adjustments in the City property sales disposition process.

**RECOMMENDATION:** For consideration and action motion from City Council to adopt by resolution a disposition process.

**BACKGROUND:** Continuation of the disposition process of City-owned property.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Additional front-end revenue based on 100% of the assessed value being offered as a sale price.

**CITY COUNCIL HEARING DATE:** 7/16/2024

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

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Update to a previously passed resolution.

**REQUIRED CHANGES TO WORK PROGRAMS:** Will update with new requirements.

**ATTACHMENTS:**

1. 2nd Property Purchase Criteria July 2024 v3

2. RESOLUTION TO AMEND THE PURCHASE CRITERIA FOR SALE OF CITY OWNE REAL PROPERTY v2

# Property Purchase Criteria City Council Requirements

July 16, 2024

Department of Economic Development



# Property Purchase Criteria Background



- The City Council has passed guidance that for any proposal to come to City Council, the minimum proposed price was to be at least 50% of the assessed value.
- There was not differentiation of status of property such as:
  - Vacant (Industrial and Business).
  - Industrial and Business (with Structures and parking.)
  - Residential with existing structure (conforming and non-conforming.)
  - Residential vacant lot and buildable.
  - Residential vacant lot not buildable for single-family housing.)



# Property Purchase Criteria Current Process, (Cont'd)



- **If there is support to move forward, the Draft Purchase Agreement will be submitted for the public agenda.**
- **An Ordinance authorizing the Manager to execute the Draft Purchase Agreement will be presented with the Draft Purchase Agreement on the consent agenda for first reading and to schedule a public hearing.**
- **After the public hearing/second reading, Council will make their decision on whether or not to adopt the Ordinance authorizing execution the Purchase Agreement.**



# Property Purchase Criteria

## Current Process



- **A Letter of Intent (LOI) is sent to the Department of Economic Development for consideration.**
- **The LOI is evaluated to see if it meets baseline requirements.**
- **If the LOI meets baseline requirements it will be inserted into a draft of the City's Standard Purchase Agreement and signed by the prospective purchaser as a prospective offer to purchase.**
- **Where discussion in open session will adversely affect the negotiating strategy or bargaining position of the City, the Draft Purchase Agreement will be presented to Council in closed session for discussion of the proposal.**



# Property Purchase Criteria Current Process, Cont'd



- **The closed session requirement is the following:**
  - **“...The purpose of this meeting is to convene in the closed session pursuant to: a. (1)§2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the city attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the city attorney, specifically including but not limited to matters requiring the legal advice of the city attorney; under Section 2.2-3711 (A)(3) for the purpose of discussion or consideration of the acquisition of real property for a public purpose and the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition and disposition of real property;...”**

***Excerpt taken from a closed session agenda***

# Property Purchase Criteria

## Current items not brought to Council



- **Free land and/or buildings.**
- **Submittals for 1\$ or less than 50% of the assessed value.**
- **Requests for personal unsecured loans for development of property.**
- **Request for the City to pay all pre-development costs.**



# Property Purchase Criteria

## Current items not brought to Council, Cont'd



- **Request for the City to pay 100% of all utility hookups and connection fees.**
- **Submittals for 14 or less than 50% of the assessed value.**
- **Trying to add properties in a development agreement that were not part of the Standard Purchase Agreement or development agreement.**



# Property Purchase Criteria Considerations



- **Cost to City to maintain and cut yards.**
- **Many of the lots are not buildable and would be used as side yards or to develop buildable lots.**
- **Minimum proposed price will be at 100% of the accessed value.**
- **Short term, one-time revenue versus long-term, annual revenue.**

# Property Purchase Criteria Recommendations



- **If the Draft Purchase Agreement meets baseline requirements and discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, it will be presented to the City Council in closed session for discussion.**
- **Minimum proposed price will be at 100% of the assessed value.**
- **Exceptional circumstances may be considered.**

# Property Purchase Criteria Recommendations



- **The Department of Economic Development is in the process of developing a list of catalyst site for consideration based on City Council and the City Manager.**

# Property Purchase Criteria Conclusion



**Thank you,**



**RESOLUTION TO AMEND THE PURCHASE CRITERIA FOR SALE OF CITY OWNED REAL PROPERTY**

**WHEREAS**, The Petersburg City Council has previously set the minimum threshold for consideration of sale of City owned real property at 50% of the assessed value; and

**WHEREAS**, The Petersburg City Council has recently expressed a desire to increase the minimum threshold for consideration to 100% of the assessed value; and

**WHEREAS**, it is the belief of Council that increasing the threshold will be in the best interests of the City; and

**WHEREAS**, the Director of Economic Development has made a presentation outlining this proposed practice to Council on July 16, 2024;

**NOW THEREFORE BE IT RESOLVED** that the practices outlined in the presentation referenced *supra.*, are hereby authorized.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 16, 2024

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

**THROUGH:** Naomi Siodmok, Director of Planning and Community Development

**FROM:** March Altman, Jr.

**RE:** **Planning Commission Annual Report Presentation - Pages 73-81**

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**PURPOSE:** To present to Council what Planning Commission has accomplished in FY 2024.

**REASON:** To provide City Council with an overview of actions taken by the Planning Commission on zoning petitions, zoning ordinance amendments, and land planning initiatives.

**RECOMMENDATION:**

**BACKGROUND:** As per the Planning Commission's Bylaws, Rules, and Procedures, the Planning Commission is tasked with preparing and presenting an annual report to the City Council in July.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 7/16/2024

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Planning Commission Annual Report

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# PLANNING COMMISSION ANNUAL REPORT

City Council  
July 16, 2024



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# A MESSAGE FROM THE CHAIR

I am pleased to present the Annual Report on the Planning Commission's land use work in FY2024. The Annual Report provides an overview of actions taken by the Commission on zoning petitions, zoning ordinance amendments, and land planning initiatives. Presenting the Annual Report is also an opportunity to recognize the outstanding Commissioners and staff with whom I serve.

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# PLANNING COMMISSION PURPOSE

To assist the City Council of Petersburg to anticipate, initiate, and guide future land use development and change by preparing plans, ordinances, capital improvement programs, studies, reports, and other documents for consideration by Petersburg City Council.

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# PLANNING COMMISSION DUTIES

- Review the Comprehensive Plan every 5 years.
- Review and recommend approval/disapproval of all rezoning applications.
- Consider/make recommendations concerning zoning ordinances changes either on its own initiative or as referred to it by City Council.
- Prepare and revise annually, with staff and City Manager assistance, a program of capital improvement projects and proposed funding for the ensuing five (5) years.
- Prepare with staff assistance and submits to the City Council a comprehensive zoning plan and submits from time to time such changes to the zoning plan as conditions may warrant.
- Prepare and present to the City Council an annual report setting forth the Commission's activities.

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# PLANNING COMMISSION ACTIONS, CONSIDERATIONS, + WORK SESSIONS

Major Subdivision Reviews	Special Use Permits	Rezoning	Comprehensive Plan Amendments	Text Amendments (Advanced)	Items Under Consideration	Comprehensive Plan Work Sessions
2	6	3	2	6	4	3

Total Actions/Considerations

**23**

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# TOPICS COVERED

- Two Major Subdivisions
- Special Use Permits
  - Multifamily Housing and Associated Comprehensive Plan Amendment
  - Two Used Vehicle Sales Establishments
  - Vehicle Tow Lot
  - Two Car Washes
- Rezoning
  - Housing
  - Warehouse Distribution
  - Residential-Business Use
- Text Amendments
  - Sandwich Board Signs
  - Driveways
  - Nonconforming Uses and Noncomplying Structures
  - Recreational Substances
  - Architectural Treatments
  - Site Plans

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# TOPICS COVERED

- Considerations
  - Parking Reductions for Hotels
  - Regulating Adult Day Care Facilities
  - Regulations for Places of Assembly
  - Entertainment Districts
- Comprehensive Plan
  - Work Sessions – July 25<sup>th</sup>, September 26<sup>th</sup>, November 28<sup>th</sup> (joint), February 27<sup>th</sup> (joint)
  - Recommendation – April 4<sup>th</sup>



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# MOVING FORWARD

- Zoning and Subdivision Ordinance Rewrite – Work Sessions
- Short Term Rentals Discussion
- Capital Improvements

A graphic for the City of Petersburg Zoning & Subdivision Ordinance Update. It features a background image of a town with a prominent church steeple. The text is overlaid on the image. The title 'CITY OF PETERSBURG' is in large, bold, blue letters. Below it, 'ZONING & SUBDIVISION ORDINANCE UPDATE' is in smaller, blue, all-caps letters. At the bottom, a call to action is written in orange, bold, all-caps letters.

## CITY OF PETERSBURG ZONING & SUBDIVISION ORDINANCE UPDATE

**Help Petersburg update our regulations for land use and development! Take the visual preference survey and join us at a pop-up event this summer!**