



City of Petersburg Virginia

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City Council Meeting

October 15, 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. Recognition of the City of Petersburg Sheriff's Office for Obtaining Certification as Law Enforcement Professionals from the Virginia Law Enforcement Professional Standards Commission (VLEPSC)
 - b. Breast Cancer Awareness Proclamation - Page 3
 - c. Domestic Violence Awareness Proclamation Presented to Monique Lindsey-Howell, Chairperson of the Petersburg Domestic Violence and Intimate Partner Violence Taskforce (DVIPVTF) - Page 4
 6. **Presentations**
 - a. Presentation by Dr. Brandi P. Justice, Facility Director/CEO, Central State Hospital
 - b. Presentation by Gilbane Building Company and Commonwealth Architects of the New Petersburg Courthouse - Pages 5 - 27
 7. **Responses to Previous Public Information Posted**
 8. **Approval of Consent Agenda (to include minutes of previous meetings):**
 9. **Official Public Hearings**
 - a. A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt the FY25 Petersburg City Public Schools Budget to Allocate Additional Funds for Food Service Upgrades, to Include Capital & Operational Improvements - Pages 28 - 42
 - b. A Public Hearing for Consideration of an Ordinance to Utilize the Budget Stabilization Fund to Fund Emergency Repairs - Pages 43 - 51
 - c. A Public Hearing for Consideration of Acceptance & Appropriation of Funding from the Virginia Department of Elections for the 2024 Election Equipment Grant - Pages 52- 53

- d. A Public Hearing for Consideration of a Resolution Authorizing the Issuance & Sale of General Obligation and Refunding Bonds of the City of Petersburg - Pages 54 - 77
- e. A Public Hearing for Council to Resolve to Reallocate \$279,552.95 of CDBG-CV Funds for Critical Home Repair - Pages 78 - 93
- f. A Public Hearing on an Ordinance to Amend and Re-Adopt Section 21-2 of the Petersburg City Code Pertaining to the Petersburg Arts Commission - Pages 94 - 95

10. Public Information Period

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

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

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

12. Items removed from Consent Agenda

13. Finance and Budget Report

14. Old Business

- a. Reconsideration of the Closing to Public Use & Travel of a City Street and Right-of-Way Off of Cottonwood Drive (Pecan Street) and Juniper Road Between Cottonwood Drive and Juniper Road Within the Petersburg Redevelopment & Housing Authority - Pages 96 - 99

15. New Business

- a. Approval of Change Orders for the Southside Depot Project, in the Amount of \$13,271.73, as a Result of Change Orders for the Project Exceeding 25% of the \$2,281,441 Original Contract Price - Pages 100 - 112
- b. Resolution Authorizing the City Manager to Enter into an Interim Agreement with Gilbane Building Company for the Design and Construction of the New Petersburg Courthouse as per PPEA Guidelines as Adopted by City Council on January 8, 2008, along with the Formation of a Design Working Group Consisting of the Sheriff, Judge, Clerk of the Court (as Designated by the Judge), City Manager, and the City Engineer - Pages 113 - 123

16. City Manager's Report and Special Reports

17. Business or reports from the Clerk

18. Business or reports from the City Attorney

19. Adjournment

Office of the Mayor

Petersburg



Virginia

Proclamation

WHEREAS, October is National Breast Cancer Awareness Month; and

WHEREAS, October 18, 2024, is National Mammography Day; and

WHEREAS, about 1 in 8 U.S. women (about 12%) will develop invasive breast cancer over the course of her lifetime; and

WHEREAS, in 2024, an estimated 310,720 new cases of invasive breast cancer are expected to be diagnosed in women in the U.S., along with 56,500 new cases of non-invasive (in situ) breast cancer; and

WHEREAS, about 2,800 new cases of invasive breast cancer are expected to be diagnosed in men in 2024. A man’s lifetime risk of breast cancer is about 1 in 726; and

WHEREAS, on an average, every 2 minutes a woman is diagnosed with breast cancer in the United States; and

WHEREAS, according to the Centers for Disease and Prevention (CDC), breast cancer is the most common cancer in American women, except for skin cancers; and

WHEREAS, Breast Cancer Awareness month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening; and

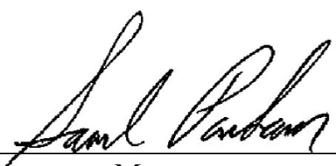
WHEREAS, this October, as we display pink ribbons, or wear pink clothing to raise awareness, we recognize breast cancer survivors, those currently battling the disease, friends and families of a diagnosed patient, and applaud the efforts of our medical professionals and researchers working on finding a cure; and

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

October 2024
as
“BREAST CANCER AWARENESS MONTH”
and
October 18, 2024
As
“MAMMOGRAPHY DAY

in the City of Petersburg.

Dated: October 15, 2023



Mayor

ATTEST:



Clerk of Council

Office of the Mayor

Petersburg



Virginia

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October 2024
as
“**NATIONAL BREAST CANCER AWARENESS MONTH**”
and
October 18, 2024
As
“**NATIONAL MAMMOGRAPHY DAY**”

in the City of Petersburg.

Dated: October 15, 2023



Mayor

ATTEST:



Clerk of Council

New Courthouse

City of Petersburg

Petersburg, VA

October 15, 2024

All contents of this presentation are
confidential and proprietary



Gilbane Cares



Because we're all one family.

Introductions



Brett Thompson
Project Executive



Rachel Pest
Business Development
Manager



Lee Shadbolt
Principal



Jane Sutton
Associate Principal;
Director of Interior Design



Team Organization





Courthouse Experience (10-year)

33 Projects 4.5M Square Feet \$1.2 Billion

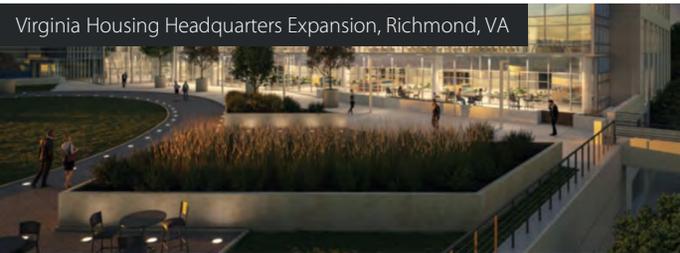
Justice Experience (10-year)

39 Projects 5.1M Square Feet \$2.3 Billion



Commonwealth

ARCHITECTS



Petersburg Experience

- Planning and Programming Study for Courts and City Hall, Petersburg, VA
- Petersburg Courts Security Enhancements, Petersburg, VA
- Mayton Transfer Lofts, Historic Adaptive Reuse, Petersburg, VA
- Trailways Building Renovation, Historic Adaptive Reuse, Petersburg, VA
- VSU Hunter McDaniel Hall, Petersburg, VA
- VSU Lockett Hall renovation and Addition, Petersburg, VA
- VSU Term Contract – multiple projects
- 112 Sycamore St – Historic Adaptive Reuse, Petersburg, VA
- Centre Hill Mansion – Historic Structure Report



Design-Build Experience

- Sumter County Courthouse – Thompson & Turner – Sumter, SC
- HCW Biologics – BE&K – Miramar, FL
- Department of Watershed Management: Petyon Center – Winter Construction – Atlanta, GA
- Confidential Client Parking Deck – Yates Construction – Austin, TX

125+ Design Awards

Our projects have earned awards across our national portfolio.

Client Focused

98% of our clients surveyed would recommend SSOE to a colleague.

National Expertise

Our design team delivers reliable, responsive, and timely support.



Experience Working Together

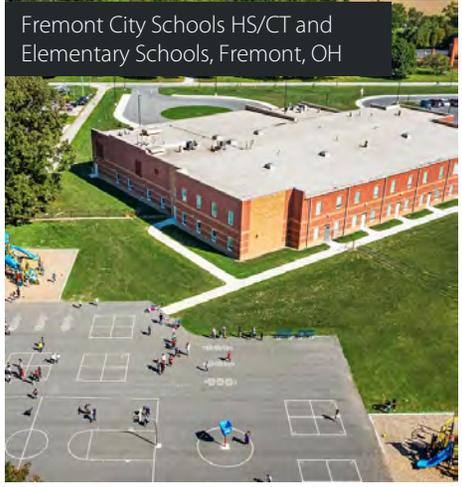


\$730+ Million
in construction
Since 1987

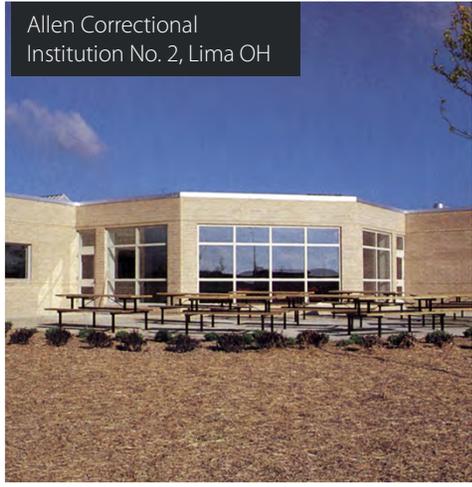
Nathan Deal Judicial Center, Atlanta, GA



Fremont City Schools HS/CT and Elementary Schools, Fremont, OH



Allen Correctional Institution No. 2, Lima OH



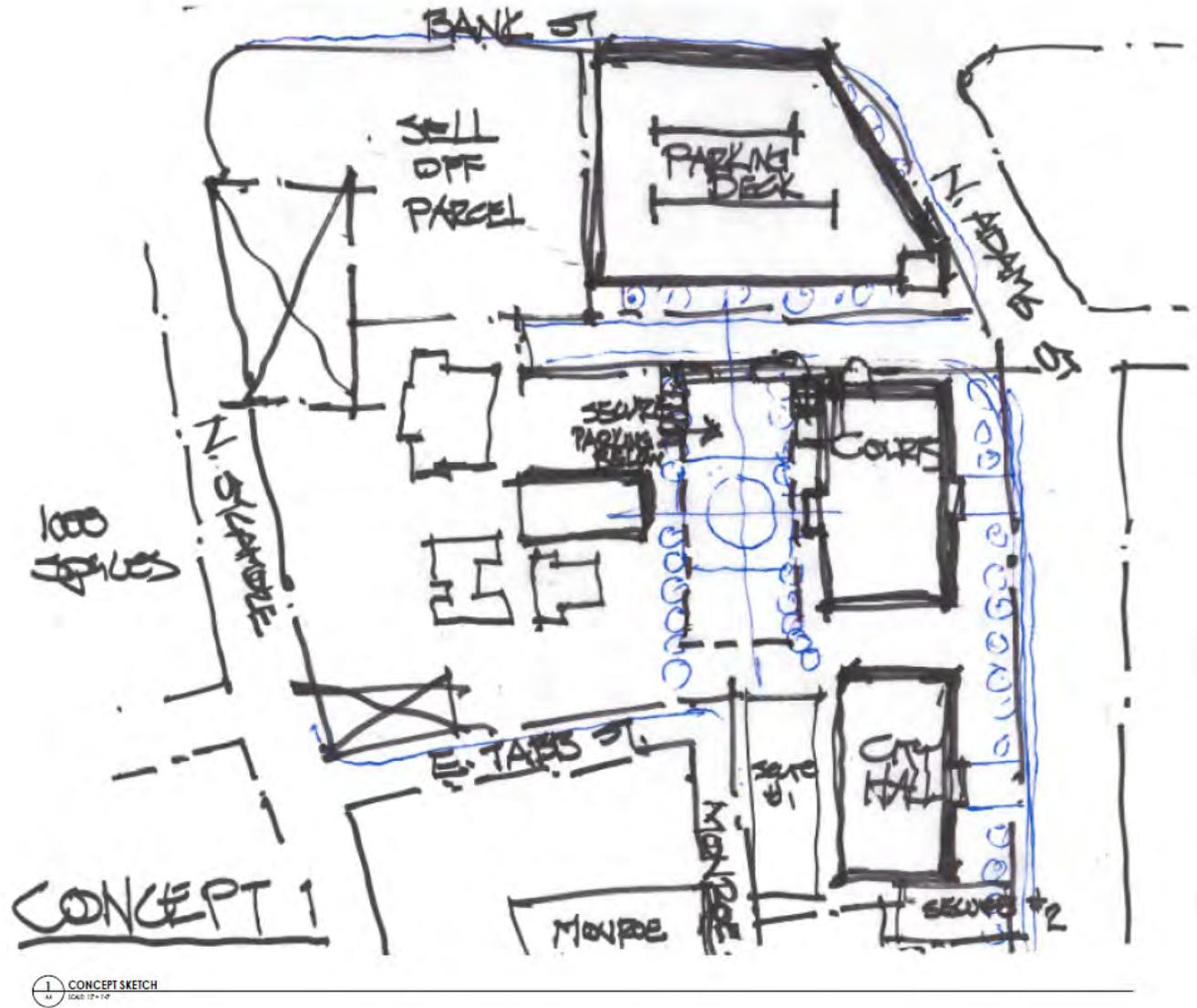
Confidential Semiconductor Manufacturing Facility



Virginia Department of General Services, New General Assembly Building (GAB) & Parking Deck



History of the Project

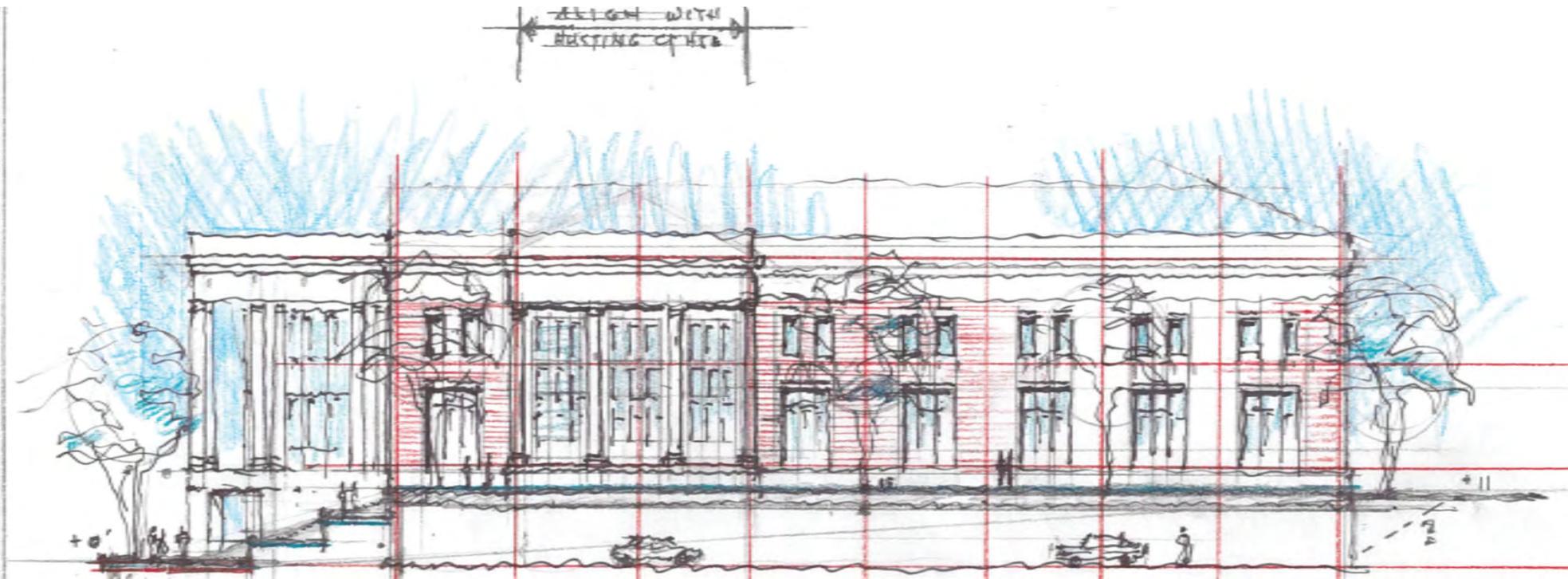


1 CONCEPT SKETCH
10.02.17+18

History of the Project

- Commonwealth Architects (CA) was contracted to provide a programming and planning study for the Courts Building in May 2022
- The Courts Building Programming only included the General District, the Juvenile and Domestic Relations, and Circuit Courts
- Interviews with Judges and Clerks of the Courts and five added departments spanned from February 2023 through May 2023
- Several presentations and updates with the City through this effort
- CA distributed the programming documents to the City, the Judges, Clerks and departments had copies to review and comment which were incorporated
- This project effort concluded in June 2023

Concept Design





Gilbane Building Company
Confidential and proprietary



Gilbane Building Corp
Confidential and proprietary





Gilbane Bu
Confidentia

Competing PPEA Proposal Phase

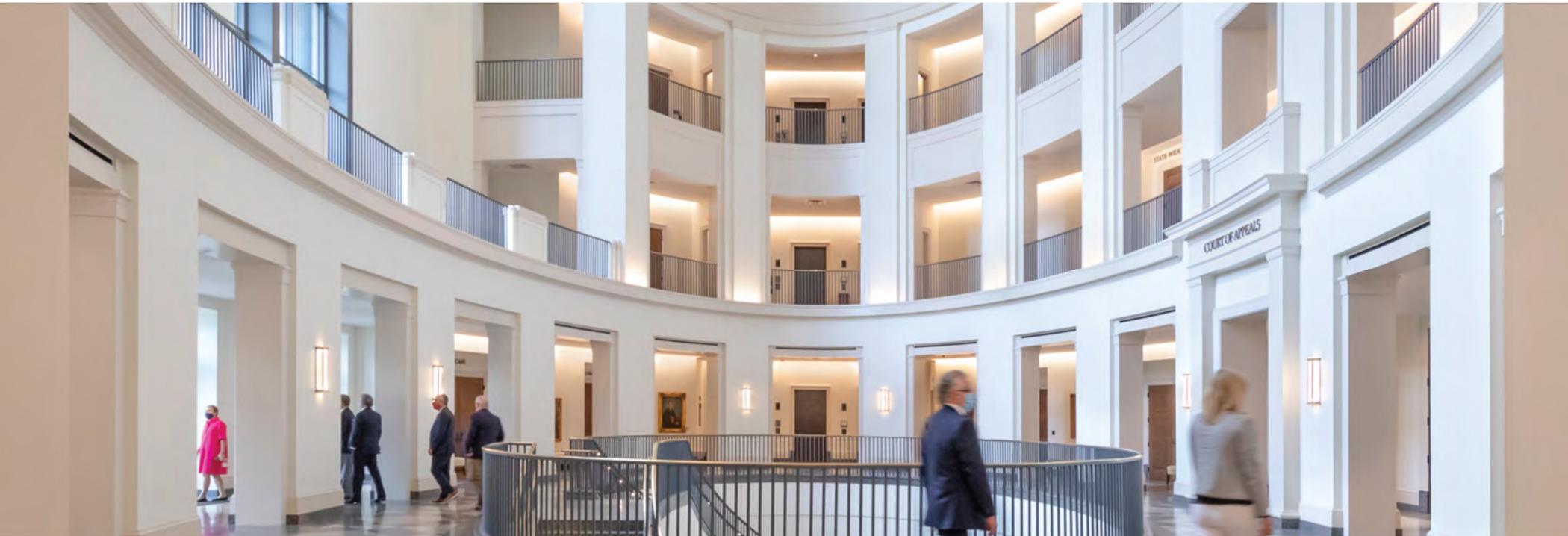
- Submitted Unsolicited Proposal on 1/26/24
- Presentation to City Council on 2/12/24
- RFP for competing proposals issued 2/26/24
- RFP closed on 5/20/24
- A review committee was selected by Petersburg to review the three proposals received
- Evaluation / selection criteria primarily focused on team qualifications

Benefits of this process

- ✓ Owner chooses the most qualified design / construction team
- ✓ Minimal, low risk investment



Path Forward



Interim Agreement Phase

- Collaboration with City suppliers / vendors
- Define project scope up to 50%? (average) design completion.
- Associated fees being the baseline cost of interim agreement. Includes finding and evaluating transitional spaces, demo of existing buildings, asbestos survey, geotechnical surveys
- Identification of owner priorities / wants / needs (design charrette)
- Identification of civil related regulations (Parking / traffic signalization / storm water)
- Start and assist owner in regulatory procedures (SUP / ReZoning / Property boundary adjustments / AARB review, environmental studies, for example)
- Submit site plan review application
- Develop project schedule
- Establish Guaranteed Maximum Price
- Support City in community engagement



Interim Agreement Phase (continued)

Benefits of this process

- ✓ Establishing a GMP / CCL earlier
- ✓ Minimum capital investment to establish cost and schedule
- ✓ Choosing to proceed into comprehensive agreement
- ✓ Higher level of collaboration, influence in design / cost / schedule. Predictable outcome
- ✓ Prioritizing elements of design / permitting to accommodate potential schedule issues (clearing / Long eared bats, for example)
- ✓ Designing around and or early procurement of long lead items to avoid schedule delays.
- ✓ Condensing the project schedule by starting early work packages while other design / permitting element continue.
- ✓ Superior quality of construction due to the ability to choose from a prequalified subcontractor base.
- ✓ Making value-based decisions supported by real time information provided by the design build team. Maximize the \$'s.



Comprehensive Agreement Phase

- Balance of design completes
- Balance of permitting completes
- Construction administration proceeds
- Construction starts / completes

Benefits of this process

- ✓ City continues to be involved as a team member. Most of their required contribution takes place during the interim
- ✓ Predictable outcome



<https://petersburgva.net/>

Community Outreach

You're Invited!



Join Gilbane Building Company for a Trade Partner Outreach

You're invited to a special networking event with Gilbane Building Company. Gilbane is continuing our commitment to diverse-owned small business (DOSB) enterprises with a night dedicated to building stronger relationships with our DOSB partners. Join us on April 23 to network with our team and gain insights on what's to come in 2024. If you're eager to connect with our team simply click on the link below to register.

Date and Time:

Tuesday, April 23, 2024
4:00 - 7:00 p.m.

Scan or Click to Register:

[Click Here](https://tinyurl.com/bddsunu8)
<https://tinyurl.com/bddsunu8>

Location:

Appomattox Event Center
9 West Old Street #100
Petersburg, VA 23803

Scan Here



Gilbane Building Company | City of Petersburg New Courthouse | February 2024
Confidential and proprietary information.

Trade Partner Outreach

Networking opportunity for our diverse-owned small business enterprises

Thursday, October 17, 2024 | 10:00 a.m. – 12:00 p.m. | Appomattox Event Center



Gilbane

Confidential and proprietary information.

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Questions



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr., Petersburg City Public Schools

RE: **A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt the FY25 Petersburg City Public Schools Budget to Allocate Additional Funds for Food Service Upgrades, to Include Capital & Operational Improvements - Pages 28 - 42**

PURPOSE: A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt the FY25 Petersburg City Public Schools Budget

REASON: To Allocate Additional Funds for Food Service Upgrades, to Include Capital & Operational Improvements

RECOMMENDATION: Adopt ordinance & amend FY25 budget

BACKGROUND: PCPS is requesting an additional allocation from The City of Petersburg in the amount of \$1,500,000, and an amendment to their own approved food service budget in the amount of \$2,000,000. The total amendment amount is \$3,500,000.

COST TO CITY: \$1,500,000

BUDGETED ITEM: No

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Petersburg City Public Schools

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 24-ORD-15 School Division Budget

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Ordinance - PCPS Allocation Request

2. VDOE Conditions Assessment_Petersburg School Cafeterias_9.09.24
3. PCPS - Unspent City Funds 09.19.24

AN ORDINANCE TO ALLOCATE ADDITIONAL FUNDS TO PETERSBURG CITY PUBLIC SCHOOLS (PCPS) FOR FOOD SERVICE UPGRADES TO INCLUDE CAPITAL & OPERATIONAL IMPROVEMENTS

WHEREAS, the FY25 budget for Petersburg City Public Schools was adopted on May 21, 2024; and

WHEREAS, per Code of Virginia 15.2-507, a budget amendment is required when altering the appropriated amounts of the adopted budget; and

WHEREAS, a budget amendment is necessary to increase the funding level to Petersburg City Public Schools; and

WHEREAS, Section 22.1-100 of the Code of Virginia requires that funds which have been appropriated by the locality to the Public Schools which remain unexpended by the end of the fiscal year must be returned to the City's General Funds; and

WHEREAS, the City may elect to reappropriate unexpended funds to the Public Schools based upon request; and

WHEREAS, the PCPS School Board has made a formal request for an additional allocation of funds, in the amount of \$1,500,000; and

WHEREAS, the PCPS School Board is requesting to amend the Food Service Fund, in the amount of \$2,000,000; and

WHEREAS, these funds are designated to address critical infrastructure needs in the school cafeterias; and

WHEREAS, the funds are essential to support both capital improvements and operational upgrades for the school cafeterias.

NOW THEREFORE BE IT ORDAINED that City Council does hereby amend and re-adopt the PCPS FY25 budget and allocate an additional \$3,500,000 to be used for Food Service upgrades.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

On-Site Conditions Assessment of Four Petersburg School Kitchens/Cafeterias Conducted on 9/5/2024

Background

Petersburg City Public Schools requested the Virginia Department of Education (VDOE) conduct conditions assessments of the cafeteria and kitchen areas at Walnut Hill Elementary, Vernon Johns Middle School, Petersburg High School, and the 6th Grade Academy at Blandford. VDOE staff from the Office of Support Services visited Petersburg on September 5, 2024, and met with the Assistant Superintendent of Student Services and the School Nutrition Supervisor to discuss their concerns and collect background information.

At each of the four schools, VDOE staff surveyed the loading dock areas and both the kitchen and cafeteria spaces including the interior and exterior walls, floors, doors, windows, ceilings, kitchen equipment and equipment connections for disrepair, leaks, visible mold, wall and floor holes, paint conditions, and overall condition of the spaces. Sandra Stokes, Petersburg's School Nutrition Supervisor, informed VDOE staff that the cleaning of the kitchen and cafeteria seating areas are divided among division staff. The kitchen staff is responsible for cleaning the kitchen and serving lines, while the school's custodial staff is responsible for cleaning the cafeteria seating areas.

This report includes assessment findings by VDOE staff at the four schools surveyed and recommended actions that the Petersburg school division should implement to improve the identified deficiencies in the kitchen and cafeteria at each school. These detailed findings and recommendations by school are listed in Attachment A. Many of the improvements can be implemented with minimum disruption to the school nutrition operation at these schools and allow meal service for students to continue during the school year without disruption. Petersburg City Public Schools should coordinate all repair and improvement schedules with the division School Nutrition Supervisor.

In addition, the section below highlights critical, immediate actions that Petersburg City Public Schools must take to improve the conditions and operations of the cafeteria and kitchen spaces in the four schools assessed and in other division schools if similar conditions exist in other schools.

Immediate Action Steps:

- The school division has no preventive maintenance contract in place for the kitchen facilities and equipment at any Petersburg public school. To ensure compliance with building and health codes, Petersburg should secure such a contract covering comprehensive preventive maintenance of the kitchen spaces and equipment at each school in the division. In the interim, school division maintenance staff should focus their efforts on immediate maintenance items at each school as listed in Attachment A.
- The division should hire or reassign one qualified school maintenance staff primarily assigned to the school cafeterias/kitchens in the division.
- To ensure compliance with health codes and food safety practices and increase effectiveness of cafeteria operations, the school division should immediately repair or replace any inoperable kitchen equipment, particularly refrigerators, freezers, or dishwashers. Each school assessed had some inoperable kitchen equipment. Immediate steps should be taken to ensure proper refrigeration of milk and perishable food at each school. Inoperable equipment observed needing immediate repair and replacement include:
 - Walnut Hill Elementary School: The steam kettle, air conditioning system, and dishwasher are not functioning. Immediately repair or replace.
 - Vernon Johns Middle School: The combi oven and dishwasher are not functioning, and the walk-in cooler is not functioning adequately. Immediately repair or replace.
 - Petersburg High School: The dishwasher and steam kettle are not functioning; the walk-in freezer temperature control system is not functioning adequately. Immediately repair or replace.
 - 6th Grade Academy at Blanford: The dishwasher and air conditioning system are not functioning. Immediately repair or replace.
- To ensure food safety, immediate steps should be taken to provide clean food storage areas where cleaning supplies or non-food items are not stored.
- To comply with building codes and ensure food safety, observed electrical and gas line deficiencies and trip hazards in kitchens, storage areas, and cafeteria seating areas should be immediately corrected, persistently clogged drains in kitchens should be repaired, and eroded wall and ceiling surfaces in kitchens and storage areas repaired.
- To improve safety and security, secure access should be installed on kitchen entry doors from the cafeteria seating areas and on supply and food storage room doors.
- To comply with health code requirements, the school division should ensure intensive daily custodial services are provided in the cafeteria seating areas of its schools to increase sanitation/cleanliness and improve the overall environment for its students and staff. The division should add or reassign custodial staffing sufficient to ensure effective daily custodial services are provided in the cafeterias at all schools in the division or supplement custodian staff with contract cleaning services.
- School kitchen staff should continue their daily cleaning protocols in the kitchen areas. The division should hire one additional qualified kitchen staff per school to help with overall daily kitchen operations and daily cleaning.
- Immediate attention should be given to flooring (refinishing or replacing) and lighting

conditions in the cafeteria seating areas of the schools surveyed, as detailed in Attachment A.

- All four schools surveyed have large air purifiers in the cafeterias. None were plugged in during the assessment and it was not determined if they are broken or not used. If the units are not operable, they should be repaired to improve air quality/ventilation in the cafeteria seating areas.

Lastly, the VDOE assessment team commends the Petersburg School Board and the division superintendent and staff for the following:

- The overall quality of the housekeeping efforts in the kitchen areas by the kitchen staff within aged kitchen facilities.
- Dedication by kitchen staff to providing food service for students at each of the four schools we visited.
- The decision to purchase and install new kitchen equipment over the past several years at each of the four schools the VDOE team visited.

Attachment A: Detailed Conditions/Improvement Recommendations at the Four Petersburg Schools Assessed on 9/5/2024

Conditions/Improvement Recommendations for Walnut Hill Elementary School

Grades K-5; site acreage: 11.2 acres

Constructed in 1952; addition and renovations: 1954, 1959, 1967, 1996, and 2012 multipurpose addition.

Walnut Hill Elementary School is an older building in need of major renovations. The roof is currently being replaced. During the VDOE's walkthrough of the kitchen and cafeteria, we observed multiple items that need immediate attention as summarized below.

Building deficiencies in the kitchen and cafeteria that should be prioritized and can be handled with minimal disruption:

- Sink drains are partially clogged and drain slowly. Drain lines need to be unclogged to allow ample drainage.
- The VCT flooring in the cafeteria is dirty/sticky and needs to be cleaned daily. The VCT tile should be stripped and re-waxed on a consistent schedule.
- The exterior entrance to the kitchen has a wooden door and wooden screen door. Both doors are worn and do not have proper locking devices. These doors should be replaced with metal exterior grade doors and code compliant hardware.
- There is no air conditioning in the cafeteria and kitchen, and the existing HVAC is not adequate for the space. It should be repaired and/or replaced.
- The crawl space located under the kitchen has a door that is not properly secured and can

be easily opened and accessed. Secure this door with locking hardware.

- Walls in the kitchen and cafeteria need to be patched and painted.
- The light fixtures should all have lens covering the bulbs.
- The dry food storage room should have a keypad lock for securing the space.
- In the dry food storage area, there is a boarded-up window. It should be properly blocked off and sealed. Once the roof construction is completed, all ceiling tiles in the cafeteria and serving lines should be replaced.
- A former pass-through window into the former dishwashing area from cafeteria that is no longer in use should be trimmed out completely.
- In the cafeteria, several of the ceiling light fixture lens covers are covered with a loose decorative fabric covering. These need to be removed to increase the light levels to brighten the space. Lighting fixtures should never be covered with any material.
- The custodial closet has a hole in the wall that should be repaired.
- In the dry food storage, the radiators are rusted and the paint peeling. These should be scraped and repainted. If the radiators are not functional, they should be replaced or removed if the system was abandoned.
- The fly fan at the exterior entrance to the kitchen is not functional and should be repaired or replaced.

Building deficiencies that should be scheduled to be addressed as soon as possible

- Several existing loading dock bumpers are missing, and the remaining ones should be replaced.
- Interior doors throughout the kitchen and cafeteria are in poor condition and the hardware is not ADA compliant. Most doors do not have a locking device. Replace the doors and door hardware with code compliant doors and hardware.
- The VCT flooring in the kitchen is stained and should be replaced.
- The dryer in the kitchen is not vented to the exterior.
- Existing steel frame windows in the cafeteria and kitchen are rusted, leaking, and not insulated. They should be replaced.
- The dumbwaiter in the dry food storage has been closed off. Verify that the power has been disconnected for safety reasons.

Other items that should be considered for long-term improvements:

- The cafeteria office is not adjacent to the loading dock so there is no visual control for the kitchen manager for deliveries.
- The walk-in freezer is located in the cafeteria which is inconvenient for the kitchen staff and reduces the available space for student tables.
- The walk-in freezer should have a shroud installed to the underside of the roof deck.
- No electronic security at the entrance door to the kitchen.
- Paper products are stored in the unused dishwashing area along with fruit and bread. These items should have their own storage areas.
- Proper storage for the empty bread racks and other delivery items should be provided.

- Staff toilets are not ADA compliant.
- There are no staff lockers to store personal items.
- The division should replace the lights with LED fixtures that provide proper lighting footcandles for the kitchen/cafeteria that meet VDOE Guidelines.
- An abandoned vent pipe remains in the ceiling in the custodial closet from a previously removed system. It should be removed, and the ceiling repaired.

Conditions/Improvement Recommendations for *Vernon Johns Middle School*

Grades 7-8; site acreage: 16.87 acres

Constructed in 1972; addition and renovations: 1998

Vernon Johns Middle School is a newer building in the division and in need of some renovations. The roof is currently being replaced. The paint on the walls in the kitchen and cafeteria is new and in good condition. The air conditioning is working in the kitchen and cafeteria. During the VDOE's walkthrough of the kitchen and cafeteria, we observed multiple items that need immediate attention.

Building deficiencies in the kitchen and cafeteria that should be prioritized and can be handled with minimal disruption are as follows:

- There is exposed electrical wiring underneath a sink. This should be reinstalled in conduit immediately.
- The dry food storage room should have a keypad lock for securing the space.
- The roof is currently being replaced and the contractor is using the parking lot/loading dock outside of the kitchen entrance for their staging area. This is obstructing the clearance required for delivery trucks to the kitchen and waste management access to the dumpsters located in this parking lot. The construction activity has also damaged the parking lot and there are several large potholes holding water outside the kitchen entrance that is impacting deliveries to the kitchen and staff access to the dumpsters. Once the roof construction is completed the parking lot should be repaired.
- Once the roof construction is completed, all ceiling tiles in the cafeteria and serving lines should be replaced.
- The VCT flooring in the cafeteria is dirty/sticky and needs to be cleaned daily. The VCT tile should be stripped and re-waxed on a consistent schedule.
- The quarry tile flooring in the kitchen and serving lines is in good condition but in need of professional cleaning.
- Walls in the kitchen and cafeteria have some small areas to be patched and painted.
- Door jambs in the kitchen and serving lines are showing signs of wear and tear and should be painted.
- Ceiling vents in the dry food storage area need cleaning
- The exterior entrance to the kitchen has a wooden door and wooden screen door. Both doors are worn and do not have proper locking devices. These doors should be replaced with metal exterior grade doors and code compliant hardware.

- The fly fan above the exterior entrance to the kitchen is not functional and should be repaired or replaced.
- Install a missing ceiling tile within the ceiling grid in the former dishwashing area.

Building deficiencies that should be scheduled to be addressed as soon as possible:

- The dumpsters should be relocated closer to the kitchen entrance with an accessible pathway for staff to remove trash.
- A concrete pad should be installed at the relocated dumpster location. Currently there is no concrete pad in the area for the dumpsters. Hose access for rinsing trash bins is needed.
- Interior doors are in poor condition and the hardware is not ADA compliant. Most doors do not have a locking device. Replace the doors and door hardware with code compliant doors and hardware.
- The custodial closet is secured with a padlock and clasp. It should have new door hardware installed with a cylinder lock.

Other items that should be considered for long-term improvements are as follows:

- Paper products are stored in the unused dishwashing area along with fruit and bread. These items should have their own storage areas.
- Kitchen equipment is plugged into receptacles that are accessible by students in the serving line or are a tripping hazard. They should be relocated to work with the newer serving lines.
- The division should replace the lights with LED fixtures and provide proper lighting footcandles for the kitchen/cafeteria.
- Staff toilets are not ADA compliant.
- There are no staff lockers to store personal items.

Conditions/Improvement Recommendations for Petersburg High School

Grades 9-12; site acreage: 50 acres

Main high school building constructed 1974; additions and renovations 1993, elevator 1996, Vocational addition 2000, campus style school.

Petersburg High School needs renovations. The cafeteria has terrazzo flooring that has been well maintained and is clean. New paint and bright colored murals make the serving area brighter and more appealing. The cafeteria lighting is bright and adequate. During the VDOE's walkthrough of the kitchen and cafeteria, we observed multiple items that need immediate attention.

Building deficiencies in the kitchen and cafeteria that should be prioritized and can be handled with minimal disruption are as follows:

- The building corner at the kitchen entrance has been damaged by a vehicle running into it and the masonry is cracked and open to the elements. This corner should be repaired.

- There is also a natural gas pipe at this same corner that is unprotected and there is a high probability it will be hit by a vehicle. A bollard should be installed in this area to protect both the gas pipe and building.
- Exterior entrance to kitchen has a wooden door and wooden screen door. Both doors are worn and do not have proper locking devices. These doors should be replaced with metal exterior grade doors and proper hardware.
- The kitchen ceiling and kitchen vent hood shroud both have water damage. These areas should be patched and repaired.
- The ceiling located above the 3-compartment sink has water damage. This area should be patched and repaired.
- Once the kitchen ceiling repairs are completed, the entire kitchen should be painted.
- In the dry food storage area, there is a hole cut into the ceiling that has been there for several years according to the kitchen staff. Next to the hole is a piece of plywood that is damaged and falling. This area of the ceiling needs to be closed in and properly repaired.
- The walk-in cooler and freezer condensate lines lead to a floor drain in the dry food storage. This drain and the floor around it need cleaning and repairs.
- The kitchen manager's office restroom ceiling has a hole where the light fixture was located, and debris has collapsed into the toilet and on the floor. The ceiling should be repaired, a new light installed, and the ceiling painted. When the work is completed, the area should be thoroughly cleaned.
- The door jambs at the serving line into the kitchen and cafeteria are showing signs of wear and tear and should be repainted.
- Replace falling and stained ceiling tiles in the cafeteria.
- Some of the thresholds in the doorways from the serving lines to the kitchen are missing tiles and are tripping hazards. Tiles should be installed to make floor even and safe for staff going between the two areas.

Building deficiencies that should be scheduled to be addressed as soon as possible are as follows:

- The kitchen loading dock does not have a permanent ramp to use to bring deliveries into the kitchen area. A wooden ramp has been built over the stairs on one side. It does not have a curb at the edges and when it is wet it is very slippery. An appropriate concrete or metal ramp should be provided and installed in this location.
- The iron gate enclosing the exterior chiller outside the kitchen door is damaged, falling off the hinges and unsecured. It should be repaired and kept locked.
- In the kitchen manager's office, the wall-mounted space heater is not working. It should be repaired prior to the heating system being turned on for the winter.
- The kitchen manager's office is not properly ventilated. It was unclear during our visit if the HVAC system is operating properly. It should be examined by the school division's maintenance staff.
- Floor outlets within the food preparation area that are rusted should be replaced.
- The quarry tile flooring in the kitchen and serving lines are in good condition but in need of professional cleaning.

- Interior doors between the cafeteria and kitchen are in poor condition and the hardware is not ADA compliant. Most doors within the kitchen and cafeteria do not have a locking device. Replace the doors with code compliant doors and hardware
- Repair the holes in the kitchen wall under the 3-compartment sink.

Other items that should be considered for long-term improvements are as follows:

- Under the vent hood there are exposed copper gas lines in the kitchen floor that are capped off and covered with loose white plastic containers. The unused capped gas lines are trip hazards and should be removed or capped flush with the floor immediately.
- Shelving is being used for paper product storage in the corner of the kitchen using exterior grade chain link fencing with a locked gate. This area should be a walled off room with a secure door instead of fencing.
- Staff toilets and locker area have damaged ceilings. These should be repaired and made ADA compliant.
- The staff lockers are rusted, and many do not have locks. The lockers should be replaced.
- Both kitchen and custodial items are stored in the unused dishwashing area and are unsecured. These items should have their own locked storage areas.

Conditions/Improvement Recommendations for 6th Grade Academy at Blandford

Grade 6; site acreage: 5.49 acres

Main Building constructed in 1939; additions & renovations 1955, 1963, and 1996 (ADA)

The 6th Grade Academy at Blandford has had some recent renovations including a new roof installation and window replacement. The ceilings are in good condition. During the VDOE's walkthrough of the kitchen and cafeteria areas, we observed multiple items that need immediate attention.

Building deficiencies in the kitchen and cafeteria that can be handled with minimal disruption are as follows:

- Exterior entrance to kitchen has a wooden door and wooden screen door and are not closing securely. Both doors are worn and do not have proper locking devices. These doors should be replaced with metal exterior grade doors.
- Air gaps at the sinks were installed during the summer and wall tiles were cracked and left unrepaired at the interior corner. Additionally, holes were cut in the tile to access the piping. 1/4" plywood was face screwed over the opening. The tile should be replaced where damaged and opening infilled with either tile or a more durable material than 1/4" plywood.
- Some exterior windows were removed in several of the kitchen storage areas and the openings have been covered by exterior EIFS panels. The EIFS is not caulked around the perimeter and around the flashing. This is allowing water to into the masonry wall and

damaging the interior of the building. This should be corrected and then the interior walls patched, repaired, and painted.

- Glass is broken in the window in the dry food storage room which is permitting water and cold/hot conditions to penetrate depending on the season. Replace the broken glass.

Building deficiencies that should be scheduled to be addressed as soon as possible are as follows:

- Signs of water damage, infiltration, and staining at the brick rows above the now covered windows into the dry food storage room.
- Interior doors are in poor condition and the hardware is not ADA compliant. Most doors do not have a locking device. Replace the doors and door hardware with code compliant doors and hardware. The exterior door in the hallway across from the stage entrance and close to the custodial office is damaged and does not close properly. This is allowing water to penetrate during storm events. Replace the door with a code compliant door and hardware.

Other items that should be considered for long-term improvements are as follows:

- The parking lot was recently paved at the loading dock which is also the entry to the back parking area. It is narrow and difficult for deliveries and waste management vehicles to access the dumpsters. The division should consider reworking vehicular access to this area.
- It appears that the paving may have covered the weep holes in the exterior brick walls, trapping water. New weep holes need to be installed.
- The hose bib on the side of the exterior wall does not appear to be operable. It has been locked with security hardware that is rusted shut. Replace the hose bib with operable and locking components.
- The roof hatch ladder is in the custodial closet. There is no room for shelving to hold cleaning supplies, so they are stored elsewhere.
- The roof hatch cover is made of wood and not secured with any locking device. There is water damage on the ceiling and mold from it not being closed completely. A pre-manufactured secure roof hatch and curb should be installed in this area. The door into the roof hatch ladder and custodial closet should be locked.



Office of the Acting Superintendent
YOLONDA C. BROWN

Petersburg City Public Schools
255 South Blvd. East
Petersburg, VA 23805
P: 804-518-6306
F: 804 325-8961

September 18, 2024

The Honorable
Samuel Parham
Mayor of Petersburg Virginia
City Hall
Petersburg, VA 23803

Dear Mayor Parham,

On behalf of the Petersburg City Public School Board, I am writing to formally request an allocation of \$1.5 million from unspent City funds to address critical infrastructure needs in our school cafeterias. These funds are essential to support both capital improvements and operational upgrades that are necessary for the continued delivery of high-quality food services to the students of Petersburg City Public Schools.

As you are aware, in August 2024, \$6.1 million was swept from the School Division's balance sheet back to the City accounts. This action has placed constraints on the Division's ability to fund key projects across the division, particularly within our school cafeterias. Several of our cafeterias require significant investments, both capital and operational, including the repair and replacement of outdated equipment and systems that are vital to daily food service operations.

In addition to the \$1.5 million we are requesting, the school division will contribute an additional \$2 million from our Food Service Fund to help complete these necessary projects. The combined funding will enable us to address pressing capital needs, such as the replacement of large kitchen appliances and infrastructure upgrades, as well as support ongoing operational requirements, including equipment repairs and improvements to service efficiency.

These efforts are part of a broader initiative resulting from an operational audit of the school division conducted by the Virginia Department of Education. The audit identified several critical areas for improvement in our food service operations, and we are currently developing detailed plans to address these needs. The School Division's plan will focus on both short-term repairs and long-term enhancements to ensure that our cafeteria infrastructure remains reliable and capable of meeting the needs of our students and staff.

We respectfully ask the City Council to consider this request to allocate \$1.5 million of City funds that will then be combined with the Food Service Fund's \$2.0 million to support these crucial projects. Your support will ensure that our school cafeterias continue to function efficiently and provide a safe, modern environment for meal preparation and service.



Office of the Acting Superintendent
YOLONDA C. BROWN

Petersburg City Public Schools
25S South Blvd. East
Petersburg, VA 23805
P: 804-518-6306
F: 804 325-8961

Thank you for your attention to this matter, and we look forward to working together to address these urgent needs for our schools.

Sincerely,

Mr. Kenneth Pritchett

School Board Chair

Petersburg City Public Schools Board

cc: Petersburg City Council, Petersburg City School Board

For Information: March Altman, Yolonda Brown

=====

Thanks,

John Wallingford

PCPS

571-722-8877



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: Leon Glaster - Interim CFO

RE: **A Public Hearing for Consideration of an Ordinance to Utilize the Budget Stabilization Fund to Fund Emergency Repairs - Pages 43 - 51**

PURPOSE: A Public Hearing for Consideration of an Ordinance to Utilize the Budget Stabilization Fund to Fund Emergency Repairs

REASON: Consideration of an Ordinance to Utilize the Budget Stabilization Fund to Fund Emergency Repairs at City Hall & 110 Bank St.

RECOMMENDATION: Approve ordinance & use of Budget Stabilization Fund

BACKGROUND: The City's Financial Policy Section 5.2 states: "The Budget Stabilization Fund shall be used for unforeseen, emergency expenditures or unplanned, unforeseen declines in revenues." The City is currently faced with two unplanned, unforeseen emergency expenditures at City Hall and at 110 Bank St.

COST TO CITY: \$655,936

BUDGETED ITEM: No

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 24-ORD-24 Budget Stabilization Fund

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. BSF Use - Pics

2. Ordinance - Emergency Use BSF





CITY OF PETERSBURG

PURCHASING OFFICE

CITY HALL ANNEX, 103 W. TABB STREET

PETERSBURG, VIRGINIA 23803

(804) 733-2345 FAX (804) 733-2434

www.petersburgva.gov

EMERGENCY PURCHASES

The Purchasing Agent is required to place in the contract file a written determination of the basis for the emergency declaration or that the selection of a particular contractor for such purchases. *Code of the City of Petersburg, Sections 2-393, Virginia Code Sections 2.2-4303 F.*

I. Emergency Purchases:

- (a) In an emergency, the Purchasing Agent may authorize or order the expenditure of funds for emergency purchases of supplies, materials, equipment and contractual services for the using agencies without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency shall be included in the contract file.
- (b) An emergency shall be deemed to exist when the Purchasing Agent determines that:
 - (1) A breakdown or failure of machinery or other equipment has occurred;
 - (2) A curtailment, diminution or termination of an essential service is threatened; or
 - (3) A dangerous condition has developed and that a procurement without recourse to competitive sealed bidding or competitive negotiation is:
 - a. Needed to prevent loss of life or property;
 - b. Essential to protect and preserve the interests of the city and its inhabitants;
 - c. Needed to maintain the proper functioning of the city government; or
 - d. Needed to maintain the efficient rendering of public services.

This purchase order or contract was entered into to meet the following emergency (Circle item above).

Description: Due to heavy rain, retaining wall needed to be restabilized.

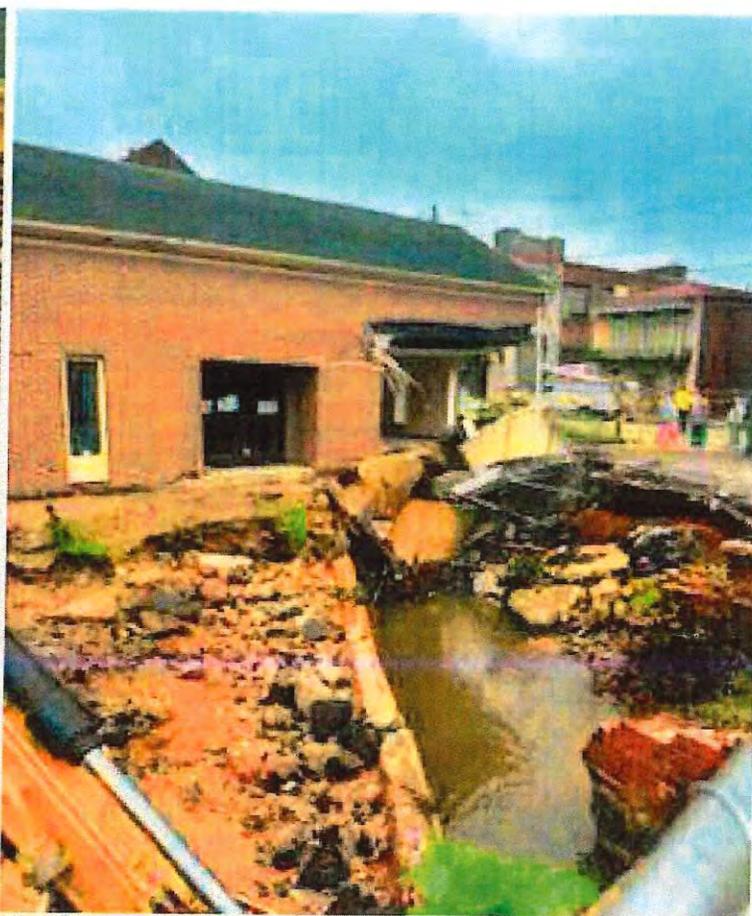
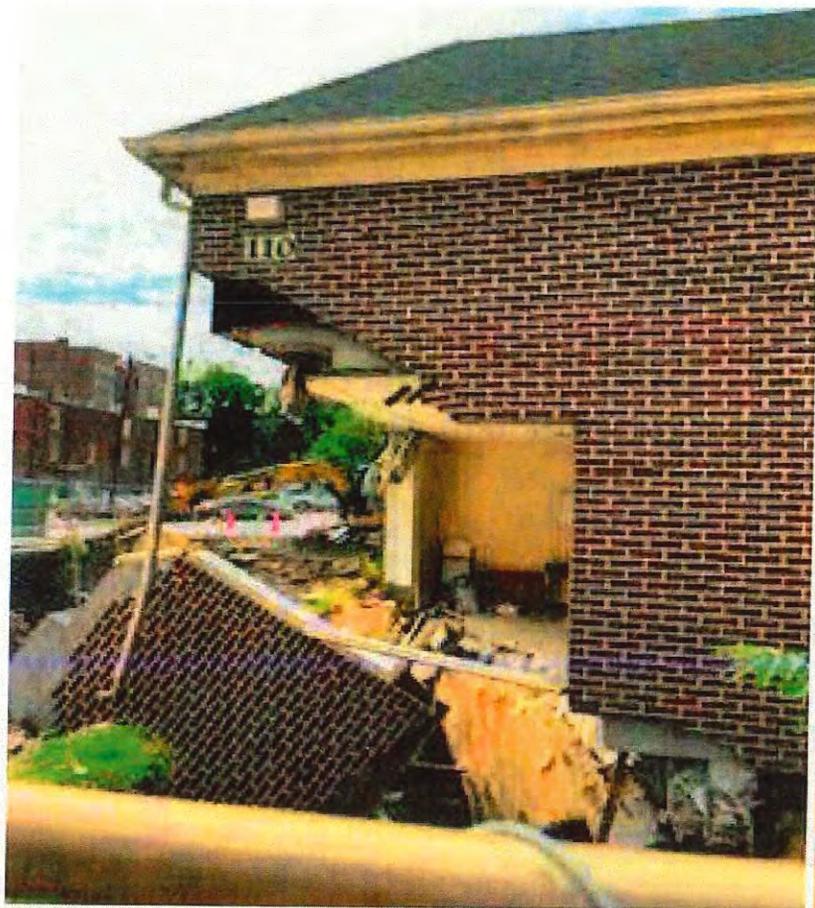
Purchasing Office

Approved Disapproved

More information needed (specify and return to department / division)

Signature _____ Date _____

Note: This form must be filed with the contract/purchase order.





Public Works – Utilities Division
1340 E. Washington Street
Petersburg, Virginia 23803
(804) 733-2404

Jerry Byerly
Director of Public Works

Declaration of Emergency

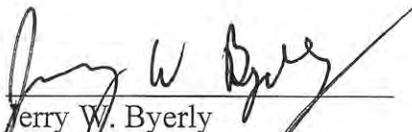
Whereas on or about August 29th 2024, heavy rains have caused or threaten to cause injury damage and suffering to persons and property of the city of Petersburg or to create a significant impact on municipal structures; and

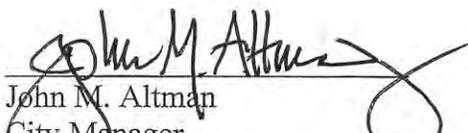
Whereas the event has endangered the health safety welfare of a substantial number of persons residing in the municipality and threatens to create problems greater in scope than the municipality may be able to resolve; and

Whereas emergency measures are required to reduce the severity of this disaster and to protect the health safety welfare and property of the city of Petersburg and its residents.

Now therefore as public works director pursuant to section 2-143 of the Petersburg city code

I am declaring an emergency at or about 110 West Bank St. Petersburg VA. This declaration authorizes the public works director to use all assets available to protect the life safety health and property of the citizens of city of Petersburg and of all municipal properties endangered.


Jerry W. Byerly
Director of Public Works


John M. Altman
City Manager



CITY OF PETERSBURG

CODE ENFORCEMENT OFFICE BUILDING CODE COMPLIANCE DIVISION

1340 E WASHINGTON ST • PETERSBURG, VIRGINIA 23803
PHONE (804) 733-2409 • FAX (804) 863-2780 • TDD (804) 733-3008

WWW.PETERSBURG-VA.ORG

To: Jerry Byerly, Director of Public Works

From: J Howard Hines, Building Official

Subject: Emergency demolition of 110 Bank Steet

Sir,

The building situated at 110 Bank Street has sustained significant damage and is positioned directly above the storm channel, with debris from the structure obstructing its flow.

It is crucial that we initiate immediate demolition efforts to safeguard the city's infrastructure.

I recommend that a portion of this building be removed without delay to ensure the creek channel remains clear. This action may necessitate the complete demolition of the building to establish a safe and stable environment.

Failure to act swiftly could exacerbate the current blockage of the creek channel, potentially leading to adverse effects on the city's infrastructure and local businesses.

Please refer to the attached photographs of the site for your consideration.

A handwritten signature in blue ink, appearing to read "J Howard Hines".

J Howard Hines

Building Official

8.30.24 Handwritten initials in blue ink, possibly "JH".



CITY OF PETERSBURG

PURCHASING OFFICE

CITY HALL ANNEX, 103 W. TABB STREET

PETERSBURG, VIRGINIA 23803

(804) 733-2345 FAX (804) 733-2434

www.petersburgva.gov

EMERGENCY PURCHASES

The Purchasing Agent is required to place in the contract file a written determination of the basis for the emergency declaration or that the selection of a particular contractor for such purchases. *Code of the City of Petersburg, Sections 2-393, Virginia Code Sections 2.2-4303 F.*

I. Emergency Purchases:

- (a) In an emergency, the Purchasing Agent may authorize or order the expenditure of funds for emergency purchases of supplies, materials, equipment and contractual services for the using agencies without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency shall be included in the contract file.
- (b) An emergency shall be deemed to exist when the Purchasing Agent determines that:
 - (1) A breakdown or failure of machinery or other equipment has occurred;
 - (2) A curtailment, diminution or termination of an essential service is threatened; or
 - (3) A dangerous condition has developed and that a procurement without recourse to competitive sealed bidding or competitive negotiation is:
 - a. Needed to prevent loss of life or property;
 - b. Essential to protect and preserve the interests of the city and its inhabitants;
 - c. Needed to maintain the proper functioning of the city government; or
 - d. Needed to maintain the efficient rendering of public services.

This purchase order or contract was entered into to meet the following emergency (Circle item above).

Description: Demolition of 110 Bank St due to collapsed wall which is positioned above the storm channel. Debris from the structure is obstructing its flow.

Purchasing Office

- Approved Disapproved
- More information needed (specify and return to department / division)

Signature _____ Date _____

Note: This form must be filed with the contract/purchase order.

**AN ORDINANCE TO UTILIZE THE BUDGET STABILIZATION FUND FOR
TWO EMERGENCY REPAIRS**

WHEREAS, there are two pressing emergency situations within the City that have caused or have threatened to cause injury, damage and suffering to the persons and property of the City; and

WHEREAS, the events have endangered the health, welfare and safety of a number of persons residing in the municipality; and

WHEREAS, the public works director has released a declaration of emergency related to the two situations; and

WHEREAS, one emergency is the retaining wall behind City Hall that has failed after heavy rains and requires repair (\$586,756); and

WHEREAS, the second emergency is the partially collapsed building at 110 Bank St. (\$69,180); and

WHEREAS, emergency measures are required to reduce the severity of these disasters and to protect the health, welfare and safety of the City and its residents.

NOW THEREFORE BE IT ORDAINED that City Council does hereby approve the use of the Budget Stabilization Fund to fund these emergency projects.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: Dawn Wilmoth - Registrar/Elections

RE: **A Public Hearing for Consideration of Acceptance & Appropriation of Funding from the Virginia Department of Elections for the 2024 Election Equipment Grant - Pages 52- 53**

PURPOSE: A Public Hearing for Consideration of Acceptance & Appropriation of Funding from the Virginia Department of Elections for the 2024 Election Equipment Grant

REASON: A Public Hearing for Consideration of Acceptance & Appropriation of Funding from the Virginia Department of Elections for the 2024 Election Equipment Grant

RECOMMENDATION: Accept grant & appropriate funds.

BACKGROUND: The Virginia Department of Elections provides grant funding to localities to enhance the voting systems & election process. Funds can be utilized to acquire polling software, equipment, & training etc.

COST TO CITY: \$65,690

BUDGETED ITEM: Grant

REVENUE TO CITY: \$65,690

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Grant Ordinance - 2024 Election Equipment Grant

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR THE GRANTS FUND

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

- I. That appropriations for the fiscal year commencing July 1, 2024, in the Grants Fund, are made for the following resources and revenues of the City, for the fiscal year ending June 30, 2025.

Previously adopted Revenues	\$0.00
ADD:	
2024 Election Equipment Grant	
Total Revenue	\$65,690

- II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2024, and ending June 30, 2025, the following sums for the purposes mentioned:

Previously adopted Expenditures	\$0.00
ADD:	
2024 Election Equipment Grant	
Total Expense	\$65,690



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of a Resolution Authorizing the Issuance & Sale of General Obligation and Refunding Bonds of the City of Petersburg - Pages 54 - 77**

PURPOSE: A Public Hearing for Consideration of a Resolution Authorizing the Issuance & Sale of General Obligation and Refunding Bonds of the City of Petersburg

REASON: A Public Hearing for Consideration of a Resolution Authorizing the Issuance & Sale of General Obligation and Refunding Bonds of the City of Petersburg

RECOMMENDATION: Approve & authorize resolution

BACKGROUND: City Council has received a plan of financing from the City’s Financial Advisor, Davenport & Company LLC and determined under such plan to issue its general obligation and refunding bonds to (a) finance the cost of City capital improvements including, but not limited to, the completion of the City courthouse facilities, police facilities and animal shelter facilities, (b) refund all or a portion of the City’s outstanding \$2,820,000 General Obligation Bond, Series 2013 sold to the Virginia Resources Authority and (c) to pay costs incurred in issuing such general obligation and refunding bonds.

COST TO CITY: \$66,000,000

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Petersburg, VA Plan of Finance FINAL
2. Resolution - 2024 City Capital Projects



Plan of Finance

General Obligation Public Improvement & Refunding Bonds, Series 2024



City of Petersburg, Virginia

October 15, 2024

Member NYSE | FINRA | SIPC



- In September 2023, the City issued its Series 2023 General Obligation Bonds to provide \$30 million for a portion of the cost of a new courthouse.
 - The City has received proposals through a PPEA process for the construction of the courthouse.

- The City is moving forward with the issuance of General Obligation Bonds in the Fall of CY 2024 (the “2024 Bonds”) to fund \$60 Million of General Capital Projects, including the balance of funding for the courthouse project as well as funding for other projects such as the police station, animal shelter, and other infrastructure.

- Additionally, Davenport has identified an existing bond issuance that is a candidate for refunding as a part of the 2024 Bonds.

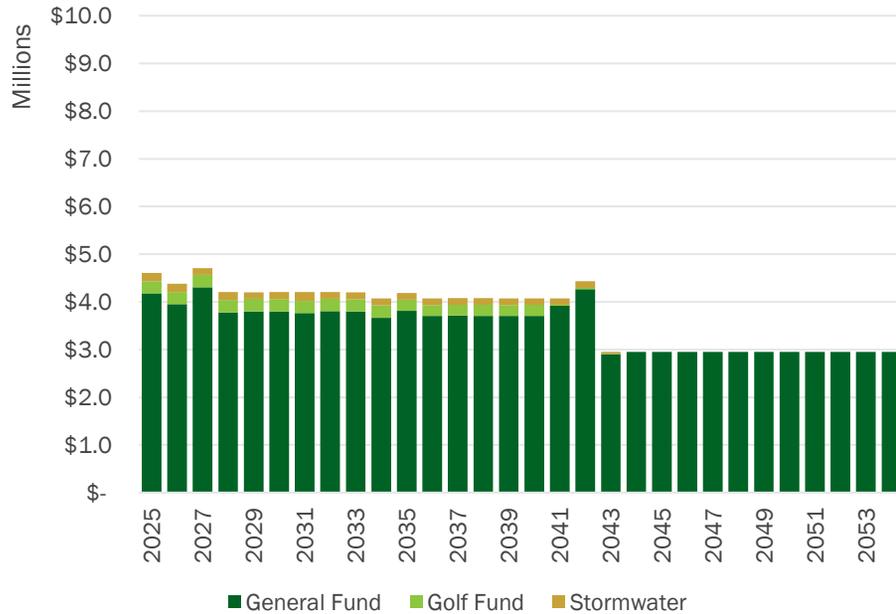
- The following pages include an overview and timetable for the 2024 Bonds.



Existing Tax-Supported Debt

- Approximately \$69.2 Million of existing Tax-Supported Debt is outstanding as of 6/30/2024.

Existing Tax-Supported Debt Service



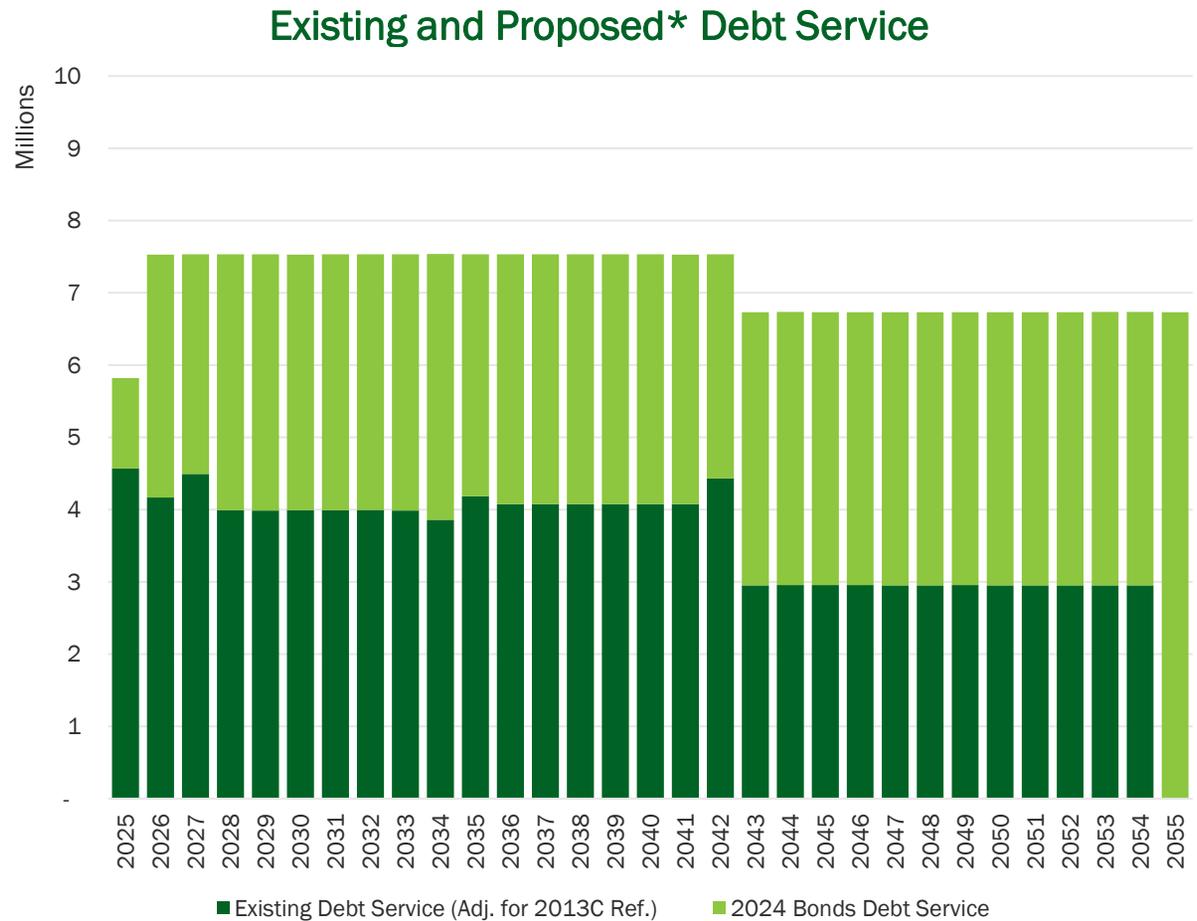
Tax-Supported Debt Service (Principal + Interest)

Fiscal Year	General Fund	Golf Fund	Stormwater	Total Debt Service
2025	4,181,099	254,834	169,561	4,605,495
2026	3,951,543	254,286	176,984	4,382,814
2027	4,306,014	259,725	144,752	4,710,491
2028	3,782,270	254,954	170,586	4,207,811
2029	3,803,078	262,921	136,706	4,202,705
2030	3,798,900	260,458	145,943	4,205,300
2031	3,765,817	255,920	186,404	4,208,141
2032	3,807,618	262,141	137,999	4,207,758
2033	3,797,272	258,738	146,909	4,202,920
2034	3,667,796	260,411	148,608	4,076,816
2035	3,815,308	232,507	137,752	4,185,567
2036	3,704,507	231,382	138,772	4,074,662
2037	3,710,011	228,651	139,245	4,077,907
2038	3,709,333	229,668	138,922	4,077,923
2039	3,706,852	229,229	138,458	4,074,539
2040	3,706,373	230,776	137,914	4,075,062
2041	3,918,998	19,160	137,364	4,075,522
2042	4,264,928	31,797	136,458	4,433,182
2043	2,907,681	5,069	39,155	2,951,905
2044	2,955,450	-	-	2,955,450
2045	2,955,581	-	-	2,955,581
2046	2,954,838	-	-	2,954,838
2047	2,950,481	-	-	2,950,481
2048	2,952,300	-	-	2,952,300
2049	2,954,975	-	-	2,954,975
2050	2,953,400	-	-	2,953,400
2051	2,952,469	-	-	2,952,469
2052	2,951,969	-	-	2,951,969
2053	2,951,688	-	-	2,951,688
2054	2,951,413	-	-	2,951,413
Total	\$ 104,789,962	\$ 4,022,629	\$ 2,708,493	\$ 111,521,084

Estimated 2024 Bonds Debt Service



- The chart below reflects the City’s existing Tax-Supported debt service with the 2024 Bonds debt service layered on top.





Potential Refunding Opportunity

- As Financial Advisor to the City, Davenport routinely reviews the City’s debt portfolio for refunding opportunities.

- Based on our review of the City’s debt portfolio, we previously identified the 2013C Virginia Resources Authority (“VRA”) Bonds as a potential refunding candidate.

- In the Current Market*, the City could lock in approximately \$137,000 of cash flow savings and Net Present Value (NPV) Savings of 7.78%.
 - The resolution being considered for adoption tonight contemplates a minimum NPV Savings threshold of 3%, which is considered an Industry Standard/Best Practice for local governments.
 - As such, the refunding will only be included as a part of the 2024 Bonds if the market produces savings in excess of 3%.

Estimated Current Market Refunding

2013C VRA Bonds

Bonds Refunded	\$ 1,585,000
Refunded Avg. Interest Rate	5.00%

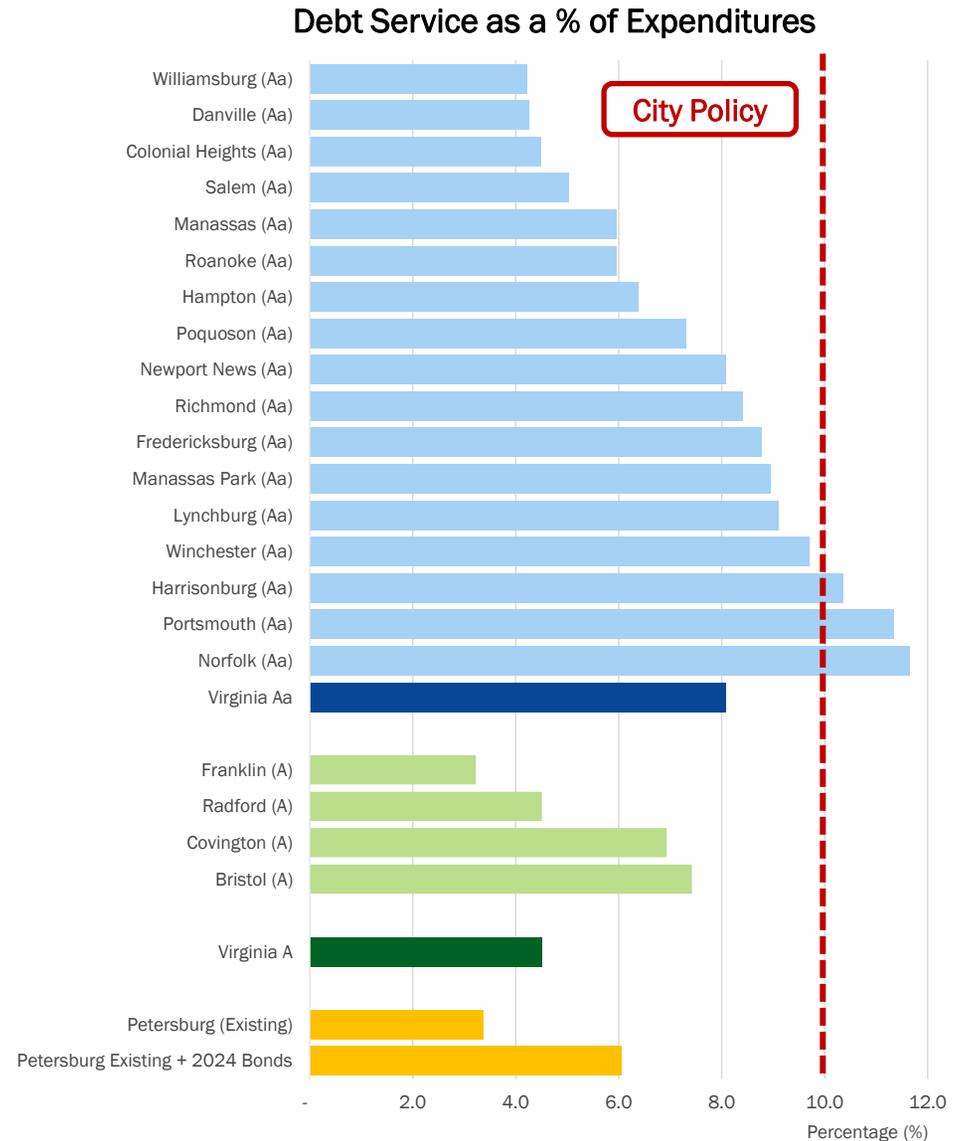
2024 Refunding

Interest Rate (All-In Cost)	2.97%
Total Savings	137,640
Present Value Savings (%)	7.78%
Average Annual Savings	14,990

Debt Ratio Impact | Debt Service vs. Expenditures



- After both Courthouse Project issuances, the new level of debt service would be approximately \$7.5 Million (or 6.0% of budgeted General Fund Expenditures).
 - The City would still have the necessary capacity to fund future projects.





Date	Task
	<p data-bbox="483 503 871 544"><u>City Council Meeting</u></p> <ul data-bbox="483 560 2041 760" style="list-style-type: none"><li data-bbox="483 560 2041 609">▪ Davenport presents Plan of Finance.<li data-bbox="483 609 2041 760">▪ Public Hearing held and authorizing resolution considered for the issuance of the 2024 Bonds.
November 7/8	<ul data-bbox="483 803 2041 1003" style="list-style-type: none"><li data-bbox="483 803 2041 1003">▪ City Staff and Davenport conduct calls with National Credit Rating Agencies to provide an update on the City’s financial position and request ratings for the 2024 Bonds.
November 21	<ul data-bbox="483 1031 2041 1109" style="list-style-type: none"><li data-bbox="483 1031 2041 1109">▪ Pricing for the 2024 Bonds (interest rates locked in).
December 12	<ul data-bbox="483 1136 2041 1222" style="list-style-type: none"><li data-bbox="483 1136 2041 1222">▪ Closing on the 2024 Bonds (funds in hand).
Balance of December	<ul data-bbox="483 1250 2041 1388" style="list-style-type: none"><li data-bbox="483 1250 2041 1388">▪ Davenport coordinates with City Staff on anticipated draw schedule for bond proceeds to determine if there may be an opportunity for strategic investment.

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CITY OF PETERSBURG, VIRGINIA

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL
OBLIGATION AND REFUNDING BONDS OF THE CITY OF PETERSBURG,
VIRGINIA, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF**

Adopted on October 15, 2024

WHEREAS, the City Council (**the “City Council”**) of the City of Petersburg, Virginia (**the “City”**) has received a plan of financing from the City’s Financial Advisor, Davenport & Company LLC (**the “Financial Advisor”**) and determined under such plan to issue its general obligation and refunding bonds to (a) finance the cost of City capital improvements including, but not limited to, the completion of the City courthouse facilities, police facilities and animal shelter facilities (**the “Project”**), (b) refund all or a portion of the City’s outstanding \$2,820,000 General Obligation Bond, Series 2013 sold to the Virginia Resources Authority (**the “Refunded Bond”**) and (c) to pay costs incurred in issuing such general obligation and refunding bonds;

WHEREAS, the City Council has determined that (i) the City is in need of funds to be used by the City for financing the Project, for refunding and defeasance of the Refunded Bonds, for costs of issuance of the Bonds (as defined below) and for the payment of interest on the Bonds, (ii) the obtaining of such funds will be for municipal purposes of the City for the welfare of citizens of the City for purposes which will serve the City and its citizens, (iii) the most effective, efficient and expedient manner in which to provide such funds to finance the Project is by the issuance of the Bonds in the maximum principal amount of up to \$66,000,000, the issuance of such Bonds being within the power of the City to contract debts, borrow money and make and issue evidence of indebtedness, and (iv) the issuance of the Bonds is in the best interests of the City and its citizens;

WHEREAS, pursuant to Section 15.2-2606 *et seq.* of the Public Finance Act of 1991, Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (**the “Public Finance Act”**), the City is authorized to issue bonds to finance the Project after a duly noticed public hearing has been held thereon under the provisions of the Public Finance Act, and such public hearing has been held on the date hereof;

WHEREAS, pursuant to Section 15.2-2643 of the Public Finance Act, the City is authorized to issue refunding bonds under the provisions of the Public Finance Act;

WHEREAS, the City’s administration and the Financial Advisor have recommended to the City Council that the City issue and sell tax-exempt general obligation and refunding bonds based on the recommendation of the Financial Advisor;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

1. Issuance of Bonds. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act and the City Charter, there shall be issued and sold tax-exempt general obligation and refunding bonds of the City in the maximum aggregate principal amount of \$66,000,000 to provide funds to (a) finance the Project, (b) defease or refund the Refunded Bond and (c) pay the costs of issuing such general obligation and refunding bonds.

2. Bond Details.

(a) The general obligation and refunding bonds shall be issued in one or more series, shall be designated “General Obligation and Refunding Bonds, Series 2024A and Series 2024B”

(the “**Bonds**”) or such other designation as may be determined by the Mayor or the City Manager (**hereinafter the Mayor or City Manager shall be referred to as the “City Representative”**), shall be in registered form in denominations of \$5,000 and integral multiples thereof, shall be dated such date as determined by the City Representative and shall be numbered R-1 upward. Subject to Section 8, the issuance and sale of the Bonds are authorized on terms as shall be satisfactory to the City Representative; provided, however, (a) the Bonds shall have a “true” or “Canadian” interest cost not to exceed 5.5% (taking into account any original issue discount or premium) and (b) the Bonds shall have a final maturity no later than December 31, 2054. The portion of the of Bonds allocable to the Project will provide the City new money proceeds in the aggregate estimated maximum amount of \$64,000,000 (**the “New Money Portion”**). The portion of the Bonds allocable to the refunding of the Refunded Bond is in the estimated maximum principal amount of \$2,000,000 provided, however, that no portion of the Refunded Bond shall be refunded unless such refunding results achieves 3% aggregate net present value debt service savings of the Refunded Bond to be refunded (**the “Targeted Savings”**).

(b) Each Bond shall bear interest from its dated date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the City Representative. Principal shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on the date prior to each interest payment date (**the “Record Date”**) that shall be determined by the City Representative. If any interest payment date is not a business day, such payment shall be made on the next succeeding business day with the same effect as if made on the interest payment date and no additional interest shall accrue. Principal and interest shall be payable in lawful money of the United States of America.

(c) Initially, one Bond certificate for each maturity of each series shall be issued to and registered in the name of The Depository Trust Company, New York, New York (**“DTC”**), or its nominee. The City has heretofore entered into a Blanket Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. “Securities Depository” shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section.

(d) In the event that (1) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the City discharges its responsibilities hereunder, or (2) the City in its sole discretion determines (i) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then its chief financial officer shall, at the direction of the City, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and delivered certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (A) from the date of the Bonds if they are authenticated prior to the first interest payment date, or (B) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are

authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the chief financial officer shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

(e) So long as there is a Securities Depository for the Bonds (1) it or its nominee shall be the registered owner of the Bonds, (2) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (3) the Registrar and the City shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (4) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds and (5) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Blanket Letter of Representations such provisions of the Blanket Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

3. Redemption Provisions. The Bonds may be subject to redemption prior to maturity at the option of the City on or after dates, if any, and at such prices as shall be determined by the City Representative, provided that the redemption premium, if any, shall not exceed 2.0%.

Any term bonds may be subject to mandatory sinking fund redemption upon terms determined by the City Representative.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the City Representative, in such manner as he may determine to be in the best interest of the City. If less than all of any maturity is called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The City shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by electronic or facsimile transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The City shall not be responsible for mailing notice of redemption to anyone other than DTC or another qualified securities depository or its nominee unless no qualified securities depository is the registered owner of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion

of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date (**in either case, a “Conditional Redemption”**), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The City shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the City to make funds available on or before the redemption date shall not constitute an event of default, and the City shall give immediate notice to all organizations registered with the Securities and Exchange Commission as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

4. Execution and Authentication. The Bonds shall be signed by the manual or facsimile signatures of the Mayor or Vice Mayor and the City’s seal shall be affixed thereto and shall be attested by the manual or facsimile signature of the City Clerk; provided, however, that if all of such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar or if a bank has been appointed registrar pursuant to Section 7, an authorized officer or employee of such bank, and the date of authentication noted thereon.

5. Bond Form. The Bonds shall be substantially in the form of Exhibit A attached hereto with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the City are irrevocably pledged for the payment of principal, premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the City sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

7. Registration, Transfer and Owners of Bonds. The Bonds shall be issued in registered form without coupons, payable to the registered holders or registered assigns. The City may in its discretion appoint at any time a qualified bank or trust company as paying agent and registrar for the Bonds (**the “Registrar”**). The Registrar shall maintain registration books for the registration and registration of transfers of Bonds. Upon presentation and surrender of any Bonds at the office of the Registrar, at its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar,

the City shall execute, and the Registrar shall authenticate, if required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form, maturity and series, bearing interest at the same rate, and registered in names as requested by the then registered owner or his duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

8. Sale of Bonds and Bond Purchase Agreement. If the City Representative determines that it is in the best interest of the City to sell any Bonds in a competitive sale, then the City Representative is authorized and directed to cause an official notice of bond sale to be issued and accept a qualifying bid or qualifying bids for the purchase of the Bonds which results in the lowest “true” or “Canadian” interest cost to the City, and the Bonds shall bear interest at such rate or rates and shall be sold at such price or prices as may be set forth in the bid(s) accepted by the City Representative. If the City Representative determines that it is in the best interest of the City to sell any Bonds in a negotiated sale, then the City Representative is hereby authorized to enter into a bond purchase agreement or bond purchase agreements with an underwriter or group of underwriters with demonstrated experience in underwriting municipal securities to be selected by the City Representative. The City Representative is authorized and directed to approve such optional or mandatory redemption provisions for the Bonds as the City Representative may determine to be in the best interest of the City. Notwithstanding anything to the contrary herein, by 5:00 p.m. on the date prior to the sale date of any Bonds identified in the official notice of sale for the Bonds, if any, if either no underwriter or only one underwriter has advised of its intention to bid on the Bonds, the City Representative, after consultation with the City's financial advisor and the City's bond counsel, is authorized to remove such series or maturities of Bonds from the bidding process and to pursue a negotiated sale for such series or maturities of Bonds. The approval of the final terms and conditions of the Bonds subject to the foregoing parameters shall be evidenced conclusively by the execution and delivery of the Bonds in accordance with paragraph 11 of this Resolution. The City Representative shall then, based on the recommendation of the City's Financial Advisor (a) determine the principal amount of the Bonds, subject to the limitations set forth in Section 1, (b) determine the interest rates of the Bonds, maturity schedule of the Bonds, and the price to be paid for the Bonds, subject to the limitations set forth in Section 2 and herein, (c) determine the redemption provisions of the Bonds, subject to the limitations set forth in Section 3, and (d) determine the dated date, the principal and interest payment dates and the Record Date of the Bonds, and whether municipal bond insurance is appropriate to secure the same, all as the City Representative determines to be in the best interests of the City.

If a negotiated sale of the Bonds is pursued, then following the determination of the terms of the Bonds and their sale, the City Representative, is authorized to execute and deliver a bond purchase agreement reflecting the final terms of the Bonds (**the “Bond Purchase Agreement”**). The Bond Purchase Agreement shall be substantially in the form presented to this meeting with

such completions, omissions, insertions and change that are not inconsistent with this Resolution, the execution thereof by the City Representative, to constitute conclusive evidence of his or her approval of the Bond Purchase Agreement. The actions of the City Representative, in selling the Bonds shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

9. Official Statement. The draft of a Preliminary Official Statement describing the Bonds, copies of which will have been provided to the members of the City Council in advance of approval hereof, is approved as the form of the Preliminary Official Statement by which the Bonds will be offered for sale, with such completions, omissions, insertions and changes not inconsistent with this Resolution as the City Representative may consider appropriate. The City Representative is authorized and directed to execute an Official Statement in final form (**the “Official Statement”**) and deliver it to the purchasers of the Bonds. The Official Statement shall be in substantially the form of the Preliminary Official Statement submitted to this meeting, with such completions, omissions, insertions and other changes as may be approved by the City Representative, the execution thereof by the City Representative, to constitute conclusive evidence of his or her approval of any such completions, omissions, insertions and changes. The City shall arrange for the delivery of a reasonable number of copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom Bonds are initially sold.

10. Official Statement Deemed Final. The City Representative, is authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 (**the “Rule”**) of the Securities and Exchange Commission (**the “SEC”**), except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the City, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

11. Preparation and Delivery of Bonds. After the Bonds have been sold, the Mayor, the City Manager and the City Clerk are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchaser(s) thereof upon payment therefor.

12. Further Use of Bond Proceeds. The City Treasurer is authorized and directed (a) to provide for the delivery of a portion of the proceeds of the Bonds to the holders of or the trustee for or escrow agent, as appropriate, for the Refunded Bond to effect the refunding of said bonds, as appropriate, including payment of principal, any applicable redemption premium and interest accrued and unpaid to the redemption date, as appropriate and (b) to use the remaining proceeds of the Bonds, after the defeasance or refunding of all of the Refunded Bonds, to pay (i) the fees and costs incurred in defeasing or refunding such Refunded Bonds and in issuing the Bonds and (ii) costs of the Project. The City Treasurer is further authorized and directed to take all such further action as may be necessary or desirable in connection with the defeasing and refunding of such Refunded Bond and the undertaking of the Project. The City Representative is

authorized and directed to execute an escrow deposit agreement in connection with the Bonds **(the “Escrow Agreement”)** between the City and an escrow agent to be appointed by the City Representative, **(the “Escrow Agent”)** as appropriate or necessary for the refunding of the Refunded Bond. The Escrow Agreement shall be in the form with such completions, omissions, insertions and other changes as may be approved by the City Representative, the execution thereof by the City Representative, to constitute conclusive evidence of his or her approval of any such completions, omissions, insertions and changes.

13. Arbitrage Covenants. The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended **(the “Code”)**, and regulations issued pursuant thereto, or otherwise cause interest on the Bonds to be includable in the gross income of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of law which may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the City receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income of the registered owners thereof under existing law. The City shall pay any such required rebate from its legally available funds.

14. Non-Arbitrage Certificate and Elections. Such officers of the City as may be requested are authorized and directed to execute an appropriate certificate setting forth the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code, and any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate and elections shall be in such form as may be requested by bond counsel for the City.

15. Limitation on Private Use. The City covenants that it shall not permit the proceeds of the Bonds or the facilities financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds or the facilities financed or refinanced with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or the facilities financed or refinanced with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the City receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the City need not comply with such covenants.

16. Continuing Disclosure Agreement. The Mayor, the City Manager, or the Finance Director of the City, and such officer or officers of the City as either may designate, any of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement setting forth the reports and notices to be filed by the City and containing such

covenants as may be necessary to assist the purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. Such continuing disclosure agreement shall be substantially in the form presented to this meeting, with such completions, omissions, insertions and changes that are not inconsistent with this Resolution.

17. Other Actions. All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds including but not limited to changes in the payment dates, maturity dates, obtaining ratings and determination of escrow agent are approved and confirmed. The officers of the City are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

18. Effectiveness and Filing of Resolution. The Council hereby declares that this Resolution shall become effective upon its passage as provided for in the Act. A certified copy of this Resolution shall be filed by the City Clerk with the Clerk of the Circuit Court of the City. The filing of this Resolution with the Clerk of the Circuit Court of the City shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The Members of the Council voted as follows:

Ayes

Nays

Absent

Abstentions

Adopted this 15th day of October, 2024.

The undersigned City Clerk of the City of Petersburg, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on October 15, 2024, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing Resolution, a quorum was present and action was taken in an open meeting.

Dated this ____ day of October, 2024.

City Clerk
City of Petersburg, Virginia

EXHIBIT A

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any bond is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No. R-__

REGISTERED
\$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
CITY OF PETERSBURG

General Obligation and Refunding Bonds, Series 2024[A][B]

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	_____, 20__	_____, 2024	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS (\$ _____)

The City of Petersburg, Virginia (the “City”), for value received, promises to pay, upon surrender hereof, to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each _____ and _____, beginning on _____, _____, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America by _____, who has been appointed paying agent and registrar for the bonds, or at such bank or trust company as may be appointed as successor paying agent and registrar by the City (the “Registrar”).

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company (“DTC”), and the payment of principal and interest, the providing of notices and other matters shall be made as described in the City’s Blanket Letter of Representation to DTC.

This bond is one of an issue of up to \$66,000,000 General Obligation and Refunding Bonds, Series 2024[A][B], of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act and the City Charter. This bond is issued pursuant to a Resolution adopted by the City Council on October 15, 2024, to finance certain City projects and to pay the costs of issuing the bonds.

Bonds maturing on or before _____, _____, are not subject to redemption prior to maturity. Bonds maturing on or after _____, _____, are subject to redemption prior to maturity at the option of the City on or after _____, _____, in whole or in part (in integrals of \$5,000) at any time, upon payment of _____% of the principal amount of bonds to be redeemed plus interest accrued and unpaid to the date fixed for redemption.

The Bonds maturing on _____, 20__ are required to be redeemed in part before maturity on _____ in the years and in the amounts set forth below, at a redemption price equal to the principal amount of such Bonds to be redeemed, plus interest accrued to the redemption date:

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____
20__*	_____

*final maturity

If less than all of the bonds are called for redemption, the bonds to be redeemed shall be selected by the Mayor or City Manager of the City in such manner as he may determine to be in the best interest of the City. If less than all the bonds of a particular maturity are called for redemption, the bonds within such maturity to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. The City shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by electronic or facsimile transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to DTC, or its nominee, as the registered owner of the bonds. If a portion of this bond is called for redemption, a new bond in principal amount of the unredeemed portion hereof shall be issued to the registered owner upon surrender hereof.

The City may give a notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, such bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and

surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all taxable property within the City sufficient to pay when due the principal of and premium, if any, and interest on this bond.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the 15th date of the month preceding each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the City of Petersburg, Virginia, has caused this bond to be to be signed by its Mayor or Vice Mayor, its seal to be affixed hereto and attested by its City Clerk, and this bond to be dated the date first above written.

(SEAL)

Mayor, City of Petersburg, Virginia

ATTEST:

City Clerk, City of Petersburg, Virginia

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

REGISTRAR - _____

By: _____

DATE OF AUTHENTICATION:

_____, 2024

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

:
:
:
:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney, to transfer said bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed
by an Eligible Guarantor Institution such
as a Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union
or Savings Association who is a member
of a medallion program approved by The
Securities Transfer Association, Inc.

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the
registered owner as it appears on the
front of this bond in every particular,
without alteration or enlargement or any
change whatsoever.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: Jennifer Murphy-James, CDBG Administrator

FROM: March Altman, Jr.

RE: **A Public Hearing for Council to Resolve to Reallocate \$279,552.95 of CDBG-CV Funds for Critical Home Repair - Pages 78 - 93**

PURPOSE: This agenda item is for Council to resolve to use the remaining CDBG-CV funds for critical home repair.

REASON: Critical Home Repair is an eligible activity to support Coronavirus and other Infectious Disease Resiliency; it involves rehabilitation of single-unit residential homes and may include energy efficiency improvements, radon mitigation, and lead abatement. The City of Petersburg amended the approved CDBG Annual Action Plan (2019-2020) to include a response to Coronavirus. All CDBG-CV funds should be allocated to prepare for, prevent, and respond to the Coronavirus Pandemic. This item is to resolve that the remaining funds be used for critical home repair.

RECOMMENDATION: CDBG Advisory Board recommends approval.

BACKGROUND: As a participant in the U.S. Department of Housing and Community Development (HUD), Department of Community Planning Development's Community Development Block Grant Entitlement Program, the City of Petersburg, Virginia is the recipient of CDBG-CV funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of \$561,734.00. The City of Petersburg amended the approved CDBG Annual Action Plan (2019-2020) to include a response to Coronavirus. All CDBG-CV funds should be allocated to prepare for, prevent, and respond to the Coronavirus Pandemic. \$16,000.00 was used for business and economic development. \$263,552.85 was used for public services. \$18,350.00 is committed to Public Works for roof repair at the Farmer Street Park pool, which has yet to be deducted. The CDBG Advisory Board is suggesting that the balance of the remaining funds (after Public Works is reimbursed), in the amount of \$263,831.15, be awarded to support critical home repair.

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Critical Home Repair Memo
2. Critical Home Repair Resolution
3. 10 15 2024 CDBG CHR Presentation



City of Petersburg

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

MEMORANDUM

DATE: October 15, 2024

TO: City Council

FROM: Planning and Community Development Community Development Block Grant (CDBG)

RE: Council Action to support Critical Home Repair with Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block Grant – Coronavirus (CDBG-CV) Resiliency Project Funds

SUMMARY

Critical Home Repair (CHR) is an eligible activity to support Coronavirus and other Infectious Disease Resiliency; it involves rehabilitation of single-unit residential homes and may include energy efficiency improvements, such as heating, ventilation and air conditioning (HVAC), radon mitigation, and lead abatement. The CDBG Advisory Board is requesting that the Petersburg City Council consider reallocating funds to support a critical home repair program.

BACKGROUND

The CDBG Advisory Board is suggesting that the balance of the remaining funds (after public works is reimbursed), in the amount of \$263,831.15, be awarded to support Critical Home repair.

IMPACT

A CHR program will provide an improved self-containment ability in the event of COVID. Remediated homes prevent the potential for encountering risky living conditions such as crowded shelters and group homes, or cohabitating with extended family with little means for isolation.

RECOMMENDATION

The CDBG Advisory Board recommends that City Council resolve to allocate the remaining CDBG-CV funds to support critical home repair to improve the health and safety of residents; support the disabled, elderly and Low to Moderate Income (LMI) citizens; and enable residents to stay in their homes while reducing the risk of exposure to COVID.

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PETERSBURG
SUPPORTING THE ALLOCATION OF CDBG CARES ACT CORONAVIRUS (CV)
FUNDS FOR A CRITICAL HOME REPAIR PROGRAM FACILITATED BY
PROJECTHOMES AS A SUBRECIPIENT.**

WHEREAS, the City of Petersburg City Council is interested in helping disabled, elderly, and low to moderate income residents improve the health of their living conditions, maintain safe residency in their homes, and reduce the risk of exposure to COVID; and

WHEREAS, critical home repairs occur when conditions in the home present a risk to health and safety, which includes repairing or replacing of roofs, plumbing, electrical systems, flooring, and major porch repairs and weatherization measures including sealing air leaks, adding insulation, and repairing heating and cooling systems; and

WHEREAS, the City Council is aware that **\$263,831.15** is available to fund a CDBG CARES Act Corona Virus (CV) Resiliency Critical Home Repair Project; and

WHEREAS, the City Council is aware that the funds must be used before the deadline of July 06, 2026, or be returned to HUD.

NOW, THEREFORE, BE IT RESOLVED, that the City Council allocates CDBG CARES Act Corona Virus (CV) Resiliency Project funds to implement a critical home repair program.

CITY OF PETERSBURG



Critical Home Repair Funding Request

**Community Development Block Grant
Advisory Board**

October 15, 2024

AGENDA

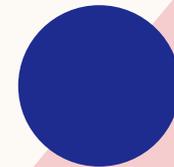
The WHY

Background

Fiscal Report: Expenditures and Balance

Available

Final Takeaways and Recommendation





THE WHY

The CDBG Advisory Board is requesting that the Petersburg City Council consider reallocating funds to support a critical home repair program.

Critical Home Repair (CHR) is an eligible activity to support Coronavirus and other Infectious Disease Resiliency; it involves rehabilitation of single-unit residential homes and may include energy efficiency improvements, such as heating, ventilation and air conditioning (HVAC), radon mitigation, and lead abatement.

A CHR program will provide an improved self-containment ability in the event of COVID. Remediated homes prevent the potential for encountering risky living conditions such as crowded shelters and group homes, or cohabitating with extended family with little means for isolation.

BACKGROUND

As a participant in the U.S. Department of Housing and Urban Development (HUD), Department of Community Planning Development's (PCD) Community Development Block Grant (CDBG) Entitlement Program, the City of Petersburg, Virginia is the recipient of funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of \$561,734.00.

The City of Petersburg amended the approved 2019-2020 CDBG Annual Action Plan to include a response to Coronavirus. All CDBG-Coronavirus (CV) funds should be allocated to prepare for, prevent, and respond to the Coronavirus Pandemic.

In 2021, \$16,000.00 was used for business and economic development grants to support small business. \$263,552.85 was used for public service call centers. Funds are committed to Public Works for Facilities Improvements in the amount of \$18,350.00.



FISCAL REPORT

How funds were allocated

2021 EXPENDITURES

Payee	Amount	Beginning Balance: \$561,734.00
Health Department Call Center	\$216,245.45	Public Service
City Hall Call Center	\$47,307.40	Public Service
Total Public Service Expenditure	\$263,552.85	
Petersburg Open for Business	\$16,000.00	Business & Special Economic Development Assistance
Total Expenditure	\$279,552.85	
Available Balance	\$282,181.15	

ORIGINAL REQUEST

- The Advisory Board suggested \$132,090 for projectHomes to provide critical home repair to the City of Petersburg VA and \$132,090 to support the Virginia Department of Health (VDH) Crater Health District (CHD) COVID Care Containment Unit.
- \$18,350.00 promised to Public Works to repair a Pool House Roof Leak.

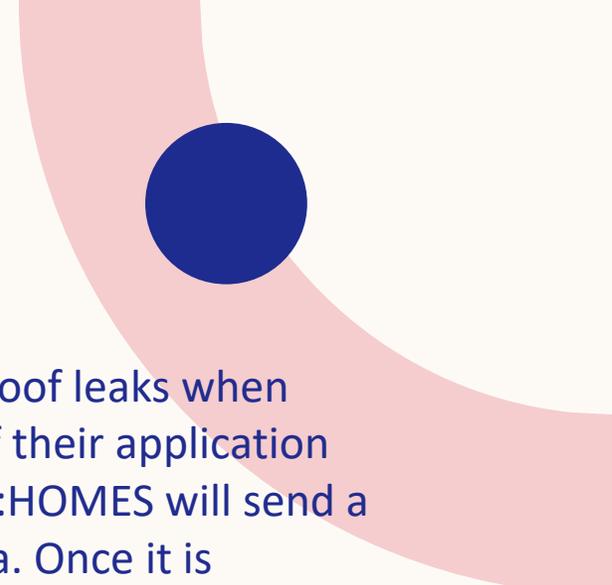
UPDATED REQUEST

The VDH CHD has notified the CDBG Admin that they require an approval from the Governor’s office, before they may accept additional funds. The Health Department is unable to confirm a date that they may be able to accept funds. In the interest of time constraints, due to the July 06, 2026 deadline, the CDBG Advisory Board is advising that all the remaining balance (less the \$18,350 promised to Public Works) be utilized to support critical home repair in the city.

Presently, projectHomes has a waiting list of 161 households, with 25 homes slated for immediate repair.

SAMPLE OF REPAIRS ON THE WAITING LIST

<u>Address</u>	<u>Zip</u>	<u>Repair Request</u>
312 S Sycamore Street	23803	Roof leak (tarp on roof), back porch, heating system not working
2118 Ferndale Ave	23803	Plumbing, gutters, hole in bathtub, grab bars
472 Byrne Street	23803	Porch, Floor, Roof, ceiling
3254 Longstreet Drive North	23805	Electrical, heating, plumbing, roof
439 S Sycamore Street	23803	ADA Bathroom, heating, windows
415 Mulberry Street	23805	Roof, hole in ceiling need repair.
156 Seaboard Street	23803	Roof, ceiling fell in
124 Spring Street	23803	Flooring repair, Roof leak, Window repair, slight mold
2027 North Whitehill Drive	23803	Roof, kitchen (subfloor is missing)
25 St. John Court	23803	Electrical, doors, kitchen floor, gutters, No heat, plumbing, siding
1036 South Park Drive	23805	ADA Bathroom
421 Byrne Street	23803	Roof (leaking, large hole), Flooring (sinking in), roof (caved in)
723 Cameron Street	23803	Flooring, Kitchen, Windows
552 North Azalea Rd	23805	Plumbing, door



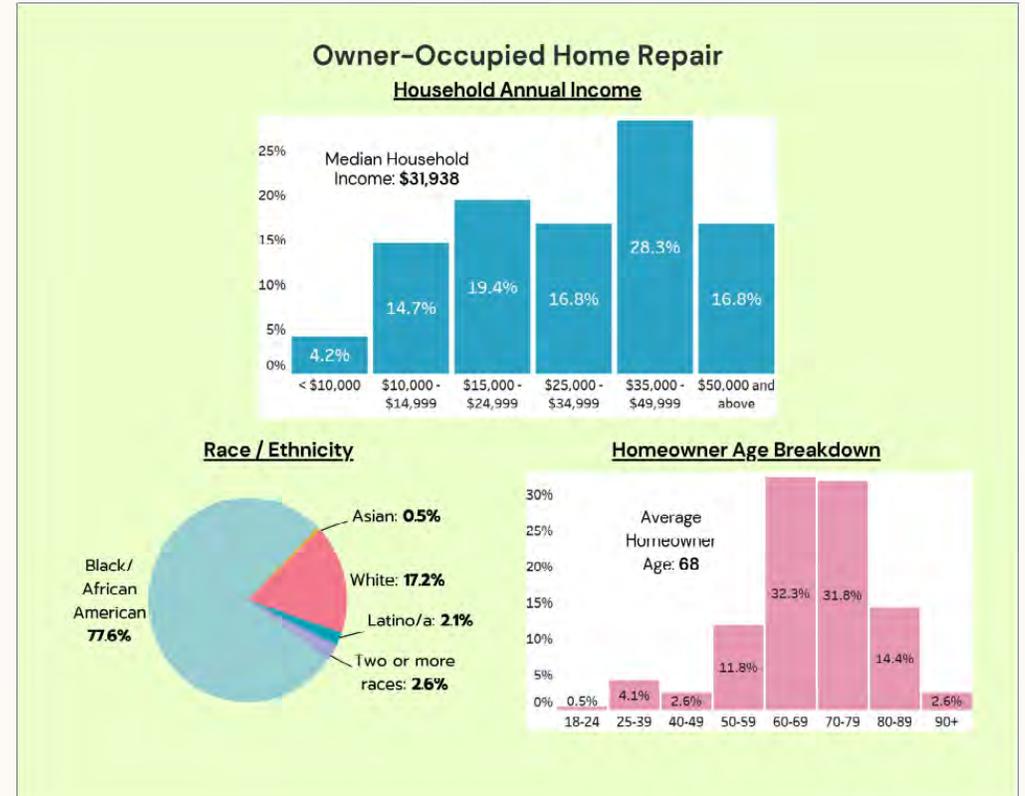
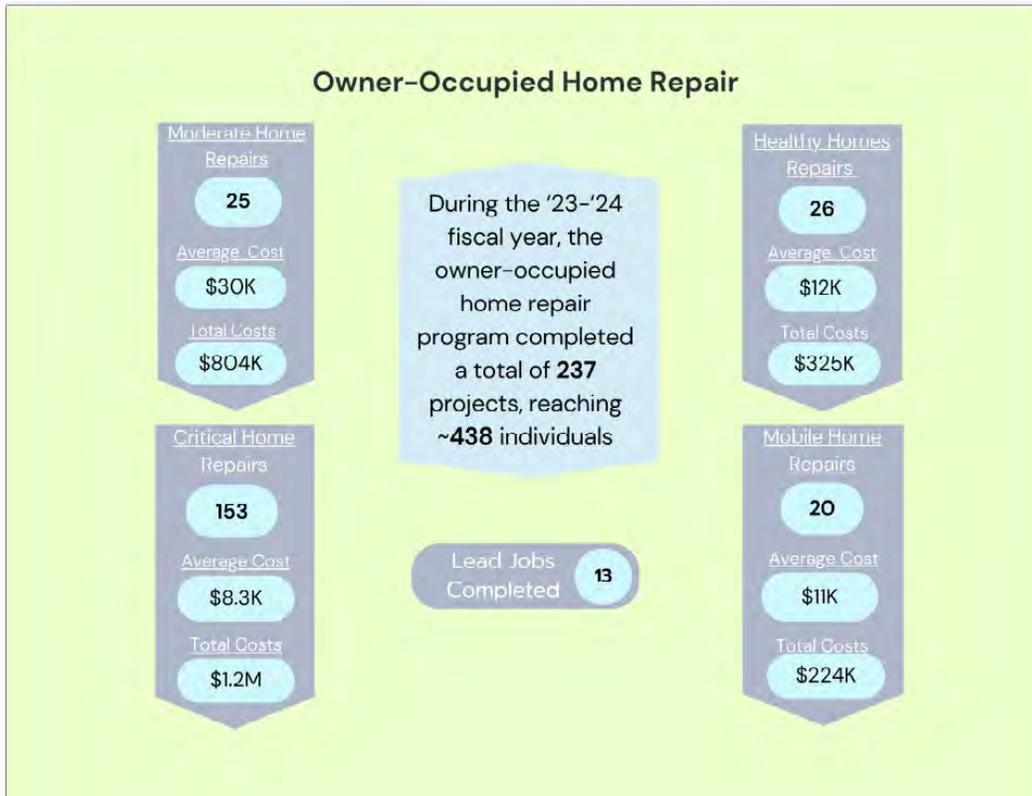
Prioritization of Clients on Waitlist

A homeowner who identifies issues including lack of heat, lack of water or hot water, or roof leaks when calling to inquire about the home repair program will be further reviewed to determine if their application warrants expediting. Within fifteen (15) business days of notification of the issue, project:HOMES will send a staff member to survey the situation and determine if it meets the priority service criteria. Once it is determined that the problem warrants prioritization, project:HOMES' normal intake and eligibility process will commence.

Prioritization of Repairs

The intent of this program is to repair vital elements of building systems that presently do not function and threaten the livability of the housing unit or the health of the occupants. This program is not intended to address routine property maintenance. Priority should be given to ensuring the integrity of the building envelope, HVAC and water/sewer systems, accessibility needs, and correcting electrical and building code deficiencies.

FINAL TAKEAWAY



Q&A

**THANK
YOU**





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: Anthony Williams

RE: **A Public Hearing on an Ordinance to Amend and Re-Adopt Section 21-2 of the Petersburg City Code Pertaining to the Petersburg Arts Commission - Pages 94 - 95**

PURPOSE: To amend and re-adopt Section 21-2 of the Petersburg City Code to enable the appointment of two ex-officio members to the PAC. A volunteer (pro bono) attorney position which may receive a fee only from private funds donated to the PAC, and an unpaid/volunteer Director position.

REASON: Request from Councilman Myers.

RECOMMENDATION: Request from Councilman Myers to add two ex-officio positions to the PAC.

BACKGROUND: Request from Councilman Myers to add two ex-officio positions to the PAC.

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Amends 21-2 of the Petersburg City Code.

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. PAC ORDINANCE

AN ORDINANCE TO AMEND AND RE-ADOPT SECTION 21-2 OF THE PETERSBURG CITY CODE

WHEREAS, Upon recommendation by Councilman Myers, Council has previously adopted Section 21-2 of the Petersburg City Code pertaining to terms of office and filling vacancies on the Petersburg Arts Commission (PAC); and

WHEREAS, Councilman Myers has worked closely with PAC from the date of its formation; and

WHEREAS, Councilman Myers has recommended that Section 21-2 of the City Code be amended to allow for ex-officio positions for an attorney (pro bono – unless fees are paid via private donations to PAC) and Director (unpaid) to facility more effective and efficient operations of PAC; and

WHEREAS, Council believes that the creation of such positions would be of benefit to PAC and the City.

NOW therefore be it ORDAINED that Section 21-2 of the City Code is hereby amended and re-adopted as follows:

Sec. 21-2. Terms of office; filling vacancies in office.

The members of the PAC shall be appointed by the city council and shall serve two-year terms. Members are eligible for re-appointment and may serve up to three consecutive terms (for a total of six years of service on PAC). The first appointments will be staggered with one at-large member appointed for one year and the other at-large member appointed for two years. The remaining seven members shall be appointed one for each ward based either upon their residence or business location in the respective ward that they serve. The public art council members must be residents of the city or represent a business or an arts nonprofit located in the city. The public art council shall consist of nine members and be composed of the following representatives: at least three practicing artists, at least two members belonging to an arts or culture organization, at least two members associated with design and historical architecture. No member who has served three complete terms shall be eligible for reappointment until after a lapse of an intervening period of one year.

In addition to the foregoing PAC Members, upon recommendation by PAC, Council may appoint a licensed practicing attorney to serve as counsel to PAC *pro bono*, or for a fee negotiated and paid directly by PAC using funds collected by PAC from private donations. Also, upon recommendation by PAC, Council may appoint a person knowledgeable in the Arts industry to serve as the Director of PAC. The Director position shall be an unpaid position. The PAC counsel and director shall be ex officio members of PAC.

(Ord. No. 23-19, 3-21-2023; Ord. No. 23-41, 9-19-2023; Ord. No. 23-53, 11-21-2023)



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager
Jerry Byerly, Director of Public Works

FROM: Brian Copple

RE: **Reconsideration of the Closing to Public Use & Travel of a City Street and Right-of-Way Off of Cottonwood Drive (Pecan Street) and Juniper Road Between Cottonwood Drive and Juniper Road Within the Petersburg Redevelopment & Housing Authority - Pages 96 - 99**

PURPOSE: To close to public use and travel a public right of way for a portion of Pecan Street adjoining Cottonwood Drive, containing 15,246 square feet, and a portion of Juniper Road containing 26,714 square feet, along with a right of way dedication of 1,015 square feet off of Cottonwood Drive as shown on a plan prepared by Timmons Group dated December 11, 2023 and entitled “PLAT SHOWING THE VACATION OF PECAN STREET JUNIPER ROAD & DEDICATION OF A PORTION OF COTTONWOOD DRIVE” at the request of the applicant.

REASON: Letter of request and application from applicant dated April 17, 2024, from Nathaniel Pride, Petersburg Redevelopment and Housing Authority. It has been requested that the Council reconsider the cost of \$1 instead of \$2,136.

RECOMMENDATION: The Department of Public Works offers no objections to the reconsideration of the right-of-way closing and requests that any approvals be subject to, and including without limitation, the following terms and conditions:

1. The applicant(s)/owner(s)/successor(s) shall be responsible for any and all costs associated with the proposed closing, including without limitation, realignment, relocation, or removal of utilities, or infrastructure, installment of new utilities or infrastructure, new or revised street name or directional signs, streetlights, etc., as required or directed by City Agencies.
2. The applicant(s)/owner(s)/successor(s) shall provide evidence that they have identified any public or private utilities that may have a vested interest in or facilities located within the subject right of way and worked out arrangements with the owners of such utilities to protect the owner’s rights.
3. The applicant(s)/owner(s)/successor(s) shall be responsible for surface storm water overflow in the area to be closed.

4. The applicant(s)/owner(s)/successor(s) shall be responsible for obtaining the written consent of all abutting landowners to the closing and other property owners within the block affected by the closing.
5. A thirty-six (36) month expiration clause shall be included whereby all conditions must be satisfied by the applicant(s)/owner(s)/successor(s) within thirty-six (36) months of the ordinance adoption date and approved by the City before the ordinance can go into effect.
6. A Plan of Development for the construction of the improvements on the site must be submitted and approved by the City within thirty-six (36) months of the ordinance adoption. Should approval of the Plan of Development be denied, this closure of the public right-of-way will not go into effect.

The applicant(s)/owner(s)/successor(s) is responsible for providing the Law Department with written evidence within thirty-six (36) months of the ordinance adoption that all conditions of the ordinance have been satisfied. Should this written evidence not be submitted to the said offices prior to the expiration date after final approval of the ordinance, the ordinance will become null and void automatically.

BACKGROUND: Petersburg Redevelopment & Housing Authority is the property owner in the block bounded by Fairgrounds Road, Cottonwood Drive, and Juniper Road. Timmons Group, on behalf of Petersburg Redevelopment & Housing Authority, has submitted this request to close and vacate this right-of-way in order to facilitate future development of Petersburg Redevelopment & Housing Authority facilities (as shown as Parcel A and Parcel B on the attached Plat). The final transfer of this vacated and dedicated right-of-way will be dependent upon the City approval of a Plan of Development for the parcel.

Closing of this City right-of-way will not negatively impact the local transportation network nor will the right-of-way be necessary for any future Capital Improvements. Other reviewing City agencies offered no objection to this proposed closing request.

Loss of annual Urban Maintenance Inventory System (UMIS) maintenance funds from CTB/VDOT in the amount of \$ 2,136. (0.13 lane miles (0.03 – Pecan Street and 0.09 Juniper Road).

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Planning Commission

AFFECTED AGENCIES: Public Works; Public Utilities; City Attorney’s Office; Planning and Development Review; Economic and Community Development; Assessor; Finance; Fire Department; Police Department; Mayor’s Office; City Manager’s Office

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Ordinance to Vacate The Right-of-Way

**AN ORDINANCE TO VACATE THE RIGHT-OF-WAY
IN PECAN ACRES: JUNIPER ROAD BETWEEN
COTTONWOOD DRIVE AND JUNIPER ROAD AND
DEDICATE A PORTION OF RIGHT-OF-WAY
ALONG COTTONWOOD DRIVE (PECAN STREET)
WITHIN THE PETERSBURG REDEVELOPMENT &
HOUSING AUTHORITY**

WHEREAS, the City of Petersburg has received a request to vacate the right-of-way in PECAN ACRES: A portion of the right-of-way of Juniper Road, on Tax Parcels 046-040802, 046-040804, and Tax Parcel 046-040805, as described by the latest submitted plat by the Timmons Group dated December 11, 2023, and approved Site Plan previously approved by the City of Petersburg's Department of Planning and Zoning on January 25, 2019 (Pecan Acres).

WHEREAS, this request is made to facilitate the development of Pecan Acres, Phase I redevelopment; and

WHEREAS, the City has no planned use for the subject right-of-way; and

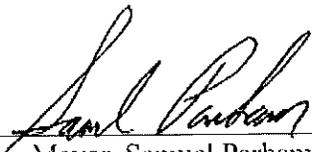
WHEREAS, State Code requires that before action by the local governing body on an application for the vacation of a public right of way, notice of the intention to vacate the public right-of-way must be published twice in a newspaper having general circulation in the locality. State Code also specifies that the cost of publishing the notice shall be taxed to the applicant; and

WHEREAS, a public hearing was duly advertised in the local newspaper, and the City of Petersburg held a public hearing on September 18, 2024, pursuant to notice thereof as required by law.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Petersburg, that it hereby approves the vacation the right-of-way a portion of the right-of-way of

Juniper Road, on Tax Parcels 046-040802, and Tax Parcels 046-040805 consisting of 0.613 acres (28,714 sq. ft.) and the right-of-way of Pecan Street on Tax Parcels 046-040804, consisting of 0.350 acres (15,246 S.F.), along with a right-of-way dedication of 0.024 acres (1,015 S.F.) along Cottonwood Drive as a portion of Tax Parcel 046-040805 and conveyance of the property underlying to said ROW to the adjacent property owner for the nominal consideration of \$ 2,136 in accordance with §15.2-2008 of the Code of Virginia.

Adopted this the 17th day of September 2024.



Mayor, Samuel Parham

ATTEST:



Clerk of Council, Tangi R. Hill



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Copple

RE: **Approval of Change Orders for the Southside Depot Project, in the Amount of \$13,271.73, as a Result of Change Orders for the Project Exceeding 25% of the \$2,281,441 Original Contract Price - Pages 100 - 112**

PURPOSE: Approval of Change Orders for the Southside Depot Project, in the Amount of \$13,271.73, as a Result of Change Orders for the Project Exceeding 25% of the \$2,281,441 Original Contract Price.

REASON: To approve Change Orders for the Southside Depot Project, in the Amount of \$13,271.73, as a Result of Change Orders for the Project Exceeding 25% of the \$2,281,441 Original Contract Price.

RECOMMENDATION:

Due to the substantial progress that has been made on the Southside Depot project, the Department of Public Works recommends that the change orders be approved. Public Works recommends the approval of the change orders to ensure that SRC can finish the project as soon as possible. It should be noted that having to wait for City Council's approval increases the cost of the project due to the contractor having to wait as work comes to a halt.

BACKGROUND:

The City of Petersburg was awarded funding for the purpose of renovating the center section of the historic Southside Depot. The City, in partnership with the National Park Service, intended to use this section to create a visitor contact station. Additionally, the City applied for a Transportation Alternative grant to fund the completion of the Southside Depot Restoration Project. Due to financial constraints, the project was not completed. In FY2023, City Council approved funding from the American Rescue Plan Act (ARPA) to be utilized for this project.

COST TO CITY: \$13,271.73

BUDGETED ITEM: Yes (ARPA Funding)

REVENUE TO CITY: \$0

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Department of Public Works

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. Southside Depot Change Orders

**Construction Change Order
City of Petersburg, VA 23803
Division of General Services
Purchasing Office**

Construction Change Order

No 27 Date 9/27/2024

Project:	<u>Southside Depot Renovations</u>		
Contract No.:	<u>23-0003</u>	Contract Delivery Order #:	<u>CIP-11292021-01</u>
Consultant's Job No.:		Purchase Order Number:	<u>24083</u>

To: Suburban Remodelling Corp. Inc
5711 Greendale Rd.
Richmond, VA 23228
804-355-6454

You are authorized to make the following changes to subject contract:

~~Vault Repair~~

- 1) REPAIR ROOT LEAK
- 2) RESTORATION OF DRYWALL DUE TO WATER DAMAGE
- 3) REPAIR BROKEN ARCH WINDOW

Attachment Change Request #44, 45, & 46

SUMMARY:

Original Contract Cost:	\$2,281,441.00
Additions to Date- Amount Change Order No's	\$736,941.69 1,3,4 - 26
Deductions to Date- Amount Change Order No's	\$57,011.46 2
Adjusted Contract Cost	\$2,961,371.23
Increase this Change Order	\$13,271.73
Total Changes to Original Contract Cost	\$750,213.42
New Contract Cost	\$3,031,654.42

RECOMMENDED BY:
CITY OF PETERSBURG

By: [Signature] 9/27/24
Project Coordinator Date

CONTRACTOR'S APPROVAL:

Firm: SRC, Inc.
Michael Young
By: [Signature] 9/27/24
Signature Date

APPROVED:

[Signature] 30 Sep 2024
Director of Public Works Date

Increase / Decrease Contract Time	
Total Calendar / Work Days	644
New Completion Date	<u>12/1/24</u> 9/15/2024

APPROVED:

Purchasing Agent Date

FUNDS CERTIFIED BY FINANCE FOR INCREASE ONLY:
FUNCTION: 4-210-24022 OBJ: 3190
Dist. : White - Vendor
Yellow - Finance
Pink - Dept.
Goldenrod-Purchasing

APPROVED AND AUTHORIZED:

City Manager Date



SRC, Inc.
 5711 Greendale Road
 Richmond, VA 23228
 Ph : (804) 355-6454

Change Request

To: Brian Copple
 Ph: 804-400-5798

Number: 44
 Date: 8/5/24
 Job: 10-00-8855 Southside Depot Renovation
 Phone:

Description: PCO-044 Repair Ceiling from Roof Leak

We are pleased to offer the following specifications and pricing to make the following changes:

- Remove damaged drywall and insulation
- Replace insulation and drywall
- Repair Plester
- Finish Drywall
- Paint areas of rework

Please note 3 days have been added to the overall schedule for this work.

Work performed by us:				
Description	Labor	Quantity	Unit	Price
Repair roof leak				\$127.50
Repair roof leak	Material			\$350.00
Subtotal:				\$477.50
Work performed by subcontractors:				
Description	Subcontractor			Price
Repair roof leak				\$1,950.00
Subtotal:				\$1,950.00
Subtotal:				\$2,427.50
	SRC Mark-up	\$477.50	15.00%	\$71.63
	SRC Subcontractor Mark-up	\$1,950.00	10.00%	\$195.00
	Additional Bond / Insurance	\$2,694.13	2.50%	\$67.35
Total:				\$2,761.48

Please note that SRC, Inc. will require an extra 3 Days added.

If you have any questions, please contact me at .

Submitted by: Eric Midkiff (SRC, Inc.)
 SRC, Inc

Approved by: _____
 Date: _____

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1

Project Code: 23-0003 General Contractor: SRC
 Agency: Public Works Change Description: PCC-044 Repair Ceiling from Roof Leak
 Project: Southside Depot Renovation

Scope Description		Direct Labor				Direct Material			Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Equipment Cost Per Unit	Total Equipment Cost	
A		C	D	E	F=C x E	G	H	I	J = G x I	K	L	M
1.01	SRC Project Management Time	0.50	Manhours	\$95.00	\$47.50			\$0.00	\$0.00			\$0.00
1.02	SRC Superintendent Time	1.00	Manhours	\$95.00	\$95.00			\$0.00	\$0.00			\$0.00
1.03	Drywall Material (sheetrock, tape, mud, Protection, Plaster, screws)				\$0.00	1.00	Lump	\$250.00	\$250.00			\$0.00
1.04	Insulation				\$0.00	1.00	Lump	\$100.00	\$100.00			\$0.00
1.05					\$0.00			\$0.00	\$0.00			\$0.00
1.06					\$0.00			\$0.00	\$0.00			\$0.00
1.07					\$0.00			\$0.00	\$0.00			\$0.00
1.08					\$0.00			\$0.00	\$0.00			\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00			\$0.00	\$0.00			\$0.00
1.97	Subtotal (SFT) Direct Costs:				\$127.50			\$350.00	\$350.00			\$0.00
1.98	Taxes/Insurance:				\$0.00			\$0.00	\$0.00			\$0.00
1.99	Total Direct Costs				\$127.50			\$350.00	\$350.00			\$0.00

SUBCONTRACT COSTS		Total Cost
Item No.	Subcontractor Name	Total Cost
A	(List totals from attached SC-1 forms)	C
2.01	Y & V	\$1,500.00
2.02	Paint Design	\$450.00
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$1,950.00

SUMMARY		Total Cost
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	\$127.50
3.02	Total Direct Material Cost	\$350.00
3.03	Total Equipment Cost	\$0.00
3.04	Subtotal	\$477.50
3.05	Overhead and Profit (%)	\$71.83
3.06	Subtotal	\$549.33
3.07	Subcontractor Cost	\$1,950.00
3.08	GC Markup on Subcontractors*	\$195.00
3.09	Subtotal	\$2,694.33
3.10	Additional Bond Cost	\$57.35
3.99	Total Change Order Cost	\$2,751.68

Name: Eric McEliff
 Signature: *[Signature]*
 Title: Project Manager
 Date: 3/5/2024

I have reviewed the costs proposed and find them to be reasonable (as marked).
 AVE Signature: _____

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).
 *Limited to 15% on self-performed work.
 **Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. See Mark-up limitations for a more detailed description.



CHANGE ORDER

PCO #001

DATE: August 1, 2024

TO: SRC

JOB: SOUTHSIDE DEPOT

PETERSBURG, VA

Provide all necessary labor, materials, equipment, tools and insurance required to perform the following work:

ADDITIONAL COST FOR:

REPAINTING ENTRY SOFFIT DUE TO WATER DAMAGE.

PROPOSAL \$ 450.00

PAINTDESIGN LLC

WEBSITE: WWW.PAINTDESIGNPRO.COM

NO COST CHANGE ORDER

PROPOSAL BASED ON PLANS & SPECS

SWAM # 804940 SMALL & MICRO

BY: _____

BRIAN BARONE, SENIOR PM/ESTIMATOR

DATE: _____

ACCEPTED BY: _____

PRINT NAME: _____



757 223 0778



Estimating@paintdesignpro.com

SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SC-1

Project Code: 23-000- SRC
 Agency: Public Works J and J
 Project: Southside Depot Renovation Subcontractor Trade: Drywall

General Contractor: SRC
 Subcontractor: J and J

Change Description: PCO-44-Cupola and truss structural repair

SUBCONTRACTOR DIRECT COSTS													
Scope Description			Direct Labor				Direct Material			Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Demo 2 sheets of drywall, install drywall, tape and finish	1.00	Lump	\$1,500.00	\$1,500.00				\$0.00				\$0.00
1.02					\$0.00				\$0.00				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04					\$0.00				\$0.00				\$0.00
1.05					\$0.00				\$0.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:				\$1,500.00				\$0.00				\$0.00
1.98	Taxes/Insurance:				\$0.00				\$0.00				\$0.00
1.99	Total Direct Costs				\$1,500.00				\$0.00				\$0.00

SUB-SUBCONTRACT COSTS			
Item No.	Sub-Subcontractor Name	Total Cost	
A			C
2.01			
2.02			
2.03			
2.04			
2.05			
2.06			
2.99	Total Sub-Subcontract Costs	\$0.00	

SUMMARY			
Item No.	Description	Total Cost	
3.01	Total Direct Labor Cost	Item 1.99H \$1,500.00	
3.02	Total Direct Material Cost	Item 1.98J \$0.00	
3.03	Total Equipment Cost	Item 1.98L \$0.00	
3.04	Subtotal	3.01+3.02+3.03 \$1,500.00	
3.05	Overhead and Profit (%)	0.00%	
3.06	Total Subcontractor Cost	3.04+3.05 \$1,500.00	
3.07	Sub-Subcontractor Cost**	Item 2.99 \$0.00	
3.99	S/C Cost to GC-1 Form***	3.06+3.07 \$1,500.00	

Notes: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).
 ** Limited to 15% on self-performed work.
 *** Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. Total mark-up on subcontracted work is calculated on the GC-1 form. See mark-up limitations for a more detailed description.
 The subcontractor cost carried forward to GC-1 form does not include mark-up on sub-subcontractor costs. This mark-up is calculated on the GC-1 form. The GC and its subcontractors shall establish how the mark-up is to be distributed among the various subcontractors involved in the work.

Submitted By: George Concalvez
 Name: George Concalvez
 Signature: George Concalvez
 Title: Owner
 Date: 8/2/2024



SRC, Inc.
 5711 Greendale Road
 Richmond, VA 23228
 Ph : (804) 355-6454

Change Request

To: Brian Copple
 Ph: 804-400-5798

Number: 45
 Date: 8/21/24
 Job: 10-00-8855 Southside Depot Renovation
 Phone:

Description: PCO-045 Broken Arch Window Replacement

We are pleased to offer the following specifications and pricing to make the following changes:
 PCO-045 Broken Arch Window Replacement

On August 1st the City had landscapers from the DOC on site to cut down the overgrown area around the deck and the old East warehouse area. A rock was kicked up during this process and broke the arch window at the Northeast of the building's 1st floor.

Scope:

- Remove broken window.
- Replace broken window with 3/8" Laminated Glass set on glazing blocks and Blaxing Sealant.

Work performed by us:				
Description	Labor	Quantity	Unit	Price
Broken Arch Window				\$42.50
Subtotal:				\$42.50
Work performed by subcontractors:				
Description	Subcontractor			Price
Broken Arch Window				\$1,347.00
Subtotal:				\$1,347.00
Subtotal:				\$1,389.50
	SRC Subcontractor Mark-up	\$1,347.00	10.00%	\$134.70
	SRC Mark-up	\$42.50	15.00%	\$6.38
	Additional Bond / Insurance	\$1,530.58	2.50%	\$38.26
Total:				\$1,566.64



SRC, Inc.
5711 Greendale Road
Richmond, VA 23228
Ph : (804) 355-6454

Change Request

To: Brian Copple
Ph: 804-400-5798

Number: 45
Date: 8/21/24
Job: 10-00-8855 Southside Depot Renovation
Phone:

If you have any questions, please contact me at .

Submitted by: Eric Midkiff (SRC, Inc.)
SRC, Inc

Approved by: _____
Date: _____

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1

Project Code: 23-0003 General Contractor: SRC
 Agency: Public Works Change Description: FCO-045 Broken Arch Window Replacement
 Project: Southside Depot Renovation

GENERAL CONTRACTOR DIRECT COSTS													
Scope Description			Direct Labor				Direct Material			Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	City Units	Material Cost Per Unit	Total Material Cost	Quantity	City Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	SRC Project Management Time	0.50	Manhours	\$85.00	\$42.50				\$0.00				\$0.00
1.02					\$0.00				\$0.00				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04					\$0.00				\$0.00				\$0.00
1.05					\$0.00				\$0.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$42.50				\$0.00				\$0.00
1.97	Subtotal (\$/H) Direct Costs:				Subtotal Labor				Subtotal Material				Subtotal Equipment
1.98	Taxes/Insurance:			0.00%	% of Labor				Subtotal				Subtotal
1.99	Total Direct Costs				Total Labor				Total Material				Total Equipment
					\$42.50				\$0.00				\$0.00

SUBCONTRACT COSTS		
Item No.	Subcontractor Name	Total Cost
A	(List totals from attached SC-1 forms)	C
2.01	JEFCO, INC.	\$1,347.00
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$1,347.00

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	\$42.50
3.02	Total Direct Material Cost	\$0.00
3.03	Total Equipment Cost	\$0.00
3.04	Subtotal	\$42.50
3.05	Overhead and Profit* (%)	\$6.98
3.06	Subtotal	\$49.48
3.07	Subcontractor Cost	\$1,347.00
3.08	GC Markup on Subcontractors**	\$194.70
3.09	Subtotal	\$1,590.58
3.10	Additional Bond Cost	\$38.26
3.99	Total Change Order Cost	\$1,628.84

Name: Eric Michik
 Signature: *[Signature]*
 Title: Project Manager
 Date: 8/21/2024
 I have reviewed the costs proposed and find them to be reasonable (as proposed) (as marked).
 AVE Signature: _____

Note: Markup is capped in conformance with the provisions of the General Conditions (CO-7).
 *Limited to 15% on self-performed work.
 **Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. See Mark-up limitations for a more detailed description.

JEFECO INC.

ARCHITECTURAL GLASS SYSTEMS

11501 North Lakeridge Parkway, Suite 100

Ashland, VA 23005

804-798-7823

Fax 804-798-8134

Proposal

PROJECT:	Southside Depot	DATE:	August 19, 2024
LOCATION:	Petersburg, VA	DUE:	
PLANS DATED:		TIME:	
SPECS. DATED:		SHEETS:	
ADDENDA:		SECTIONS:	
		REVISED:	

Price valid for 30 days & if accepted, subject to an inflation add if materials not ordered by 9/18/24

WE PROPOSE TO FURNISH ONLY:

1.) One (1) piece of 7/16" Clear Laminated glass with an arched top to replace originally supplied piece.

All for the Sum of: \$839

NOTE: Jefco did not install this glass originally. So the price above is to have the glass furnished only and delivered to site. To have this glass **FURNISHED & INSTALLED** please **ADD \$508** to the above price.

This proposal is based on a "AIA A401-1997 EDITION SUBCONTRACT FORM" and on "PAYMENT FOR MATERIALS AND FABRICATION STORED IN OUR WAREHOUSE."

CHECK EXCLUSIONS			CHECK INCLUSIONS
<input checked="" type="checkbox"/> FINAL CLEANING	<input checked="" type="checkbox"/> CAULKING	<input checked="" type="checkbox"/> RE-MOBILIZATIONS	<input checked="" type="checkbox"/> VA. SALES TAX
<input checked="" type="checkbox"/> PROTECTION	<input checked="" type="checkbox"/> WOOD BLOCKING	<input checked="" type="checkbox"/> PREFORMED GASKETS	<input checked="" type="checkbox"/> FREIGHT ALLOW
<input checked="" type="checkbox"/> DAMAGE REPLACEMENT	<input checked="" type="checkbox"/> LIQUIDATED DAMAGES	<input checked="" type="checkbox"/> WOOD / HM DOORS	<input checked="" type="checkbox"/> CAULKING STD. COLOR
<input checked="" type="checkbox"/> BONDS	<input type="checkbox"/> RETENTION	<input checked="" type="checkbox"/> AFTER-HOURS WORK	<input type="checkbox"/>
<input checked="" type="checkbox"/> STRUCTURE SUPPORTS	<input type="checkbox"/> FIELD DIMEN.	<input checked="" type="checkbox"/> PLATE GLASS MIRRORS	<input type="checkbox"/>
<input checked="" type="checkbox"/> MOCK UP	<input checked="" type="checkbox"/> EXTENDED WARRANTIES	<input checked="" type="checkbox"/> DECORATIVE GLASS	<input type="checkbox"/>
<input checked="" type="checkbox"/> TESTING / WATER TESTING	<input checked="" type="checkbox"/> TEMPORARY OPENINGS	<input checked="" type="checkbox"/> ALUMINUM DOORS	<input type="checkbox"/>
<input type="checkbox"/> INTERIOR CAULKING	<input checked="" type="checkbox"/> FRAMED/TEMPERED MIRRORS	<input checked="" type="checkbox"/> DOOR OPERATORS	<input type="checkbox"/>
<input checked="" type="checkbox"/> DEMOLITION	<input checked="" type="checkbox"/> INTERIOR GLAZING (U.O.N.)	<input checked="" type="checkbox"/> DOOR HARDWARE	<input type="checkbox"/>
<input checked="" type="checkbox"/> FINAL NAILING	<input checked="" type="checkbox"/> DUMPSTER FEES	<input checked="" type="checkbox"/> ACOUSTICAL SYSTEMS	<input type="checkbox"/>

By: Joe Vilseck



SRC, Inc.
 5711 Greendale Road
 Richmond, VA 23228
 Ph : (804) 355-6454

Change Request

To: Brian Copple
 Ph: 804-400-5798

Number: 46
 Date: 8/23/24
 Job: 10-00-8855 Southside Depot Renovation
 Phone:

Description: PCO-046 2nd Floor Wood Floor Material Variance

We are pleased to offer the following specifications and pricing to make the following changes:

- Provide a credit for the wood flooring material original bid for the 2nd Floor Repairs.
- Furnish new quantity of 541LF of 1" flooring.

Work performed by us:					
Description	Labor	Quantity	Unit	Unit Price	Price
Wood Fl Credit / Add					\$42.50
Wood Fl Credit / Add	Material				\$7,543.00
Subtotal:					\$7,585.50
Subtotal:					\$7,585.50
	SRC Mark-up	\$7,585.50		15.00%	\$1,137.83
	Additional Bond / Insurance	\$8,723.33		2.50%	\$218.00
Total:					\$8,041.41

If you have any questions, please contact me at .

Submitted by: Eric Midkiff (SRC, Inc.)
 SRC, Inc

Approved by: _____
 Date: _____

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1

Project Code: 23-0003 General Contractor: SRC
 Agency: Public Works Change Description: PCO-045 Broken Arch Window Replacement
 Project: Southside Depot Renovation

GENERAL CONTRACTOR DIRECT COSTS													
Scope Description			Direct Labor			Direct Material			Direct Equipment				
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Rate, Excl. Taxes & Ins.	Total Labor Cost	Qty	Units	Material Cost Per Unit	Total Material Cost	Qty	Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	H	G	I	J = G x I	L	M	N = K x M	
1.01	SRC Project Management Time	0.50	Manhours	\$85.00	\$42.50			\$0.00	\$0.00				\$0.00
1.02	Credit-Wood Flooring Material Original Bid for 2nd Floor Repairs				\$0.00	1.00	Lump	(\$3,277.00)	\$3,277.00				\$0.00
1.04	Wood Flooring Material Costs based on required repairs				\$0.00	541.00	LF	\$20.00	\$10,820.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:				\$42.50				\$7,543.00				\$0.00
1.98	Taxes/Insurance:				\$0.00				\$0.00				\$0.00
1.99	Total Direct Costs				\$42.50				\$7,543.00				\$0.00

SUBCONTRACT COSTS			Total Cost
Item No.	Description		
3.01	Total Direct Labor Cost	Item 1.99H	\$42.50
3.02	Total Direct Material Cost	Item 1.99J	\$7,543.00
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$7,585.50
3.05	Overhead and Profit* (%)	15.00%	\$1,137.83
3.06	Subtotal	3.04+3.05	\$8,723.33
3.07	Subcontractor Cost	Item 2.99	\$0.00
3.08	GC Markup on Subcontractors**	10.00%	\$0.00
3.09	Subtotal	3.06+3.07+3.08	\$8,723.33
3.10	Additional Bond Cost		\$218.08
3.99	Total Change Order Cost	(3.09+3.10)	\$8,941.41

SUBCONTRACT COSTS			Total Cost
Item No.	Subcontractor Name		
2.01		C	\$0.00
2.02			
2.03			
2.04			
2.05			
2.06			
2.07			
2.08			
2.09			
2.99	Total Subcontract Costs		\$0.00

Name: Eric Niskott
 Signature: *[Signature]*
 Title: Project Manager
 Date: 8/22/2024

I have reviewed the costs proposed and find them to be reasonable (as marked).
 A/E Signature: _____

Note: Markup is capped in conformance with the provisions of the General Conditions (CO-7).
 *Limited to 15% on self-performed work.
 **Limited to a total of 10% shared (cumulative total) if multiple tier subs, on subcontracted work. See Mark-up limitations for a more detailed description.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 15, 2024

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Copple

RE: **Resolution Authorizing the City Manager to Enter into an Interim Agreement with Gilbane Building Company for the Design and Construction of the New Petersburg Courthouse as per PPEA Guidelines as Adopted by City Council on January 8, 2008, along with the Formation of a Design Working Group Consisting of the Sheriff, Judge, Clerk of the Court (as Designated by the Judge), City Manager, and the City Engineer - Pages 113 - 123**

PURPOSE: Entering into an Interim Agreement with Gilbane Building Group in order to proceed with the design and engineering and project planning and development of the New Petersburg Courthouse.

REASON: Per the PPEA Guidelines and process, staff is requesting moving forward with the project by entering into an Interim Agreement.

RECOMMENDATION: Staff recommends approval.

BACKGROUND: The City of Petersburg received 3 (three) unsolicited proposals for the design and construction of the New Petersburg Courthouse in reference to Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act (PPEA) of 2002 adopted by the Council of the City of Petersburg on January 8, 2008. The City Manager directed Public Works and Engineering to form a Working Group to evaluate these 3 proposals per the established criteria and guidelines. Gilbane Building Company and Commonwealth Architects were selected by this Working Group through this evaluation. Staff is now requesting that City Council concur with this evaluation and approve to proceed to entering into an Interim Agreement with Gilbane and Commonwealth Architects.

COST TO CITY: To be determined.

BUDGETED ITEM: Yes.

REVENUE TO CITY: PPEA Application fee by Contractor

CITY COUNCIL HEARING DATE: 10/15/2024

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Planning Commission; Architectural Review Board

AFFECTED AGENCIES: Public Works, Public Utilities, City Attorney's Office, Planning and Development, Economic and Community Development, Assessor, Finance, Fire Department, Police Department, Sheriff's Office, Courts, City Manager's Office, Mayor's Office

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS:

1. Standard Form of Preliminary_Interim Agreement October 2024

**Standard Form of Preliminary Agreement
Between Owner and Design-Builder
(INTERIM AGREEMENT)**

THIS INTERIM AGREEMENT (this "**Agreement**"), dated as of _____, 2024, (the "**Effective Date**"), between **CITY OF PETERSBURG**, a local government of the Commonwealth of Virginia (the "**City**") and **GILBANE BUILDING COMPANY** (**Gilbane**), recites and provides as follows:

OWNER:

City of Petersburg
135 N. Union Street
Petersburg, VA 23803

DESIGN-BUILDER:

Gilbane Building Company
3435-B W. Leigh Street
Richmond, VA 23230

RECITALS

A. On (DATE) , the City received an unsolicited proposal, under the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 ("**PPEA**") and the City's PPEA Guidelines ("**Guidelines**"), pursuant to an unsolicited proposal for a Consolidated Government Center Complex (the "**Project**"). After public notice, other proposals were received by the (DATE) deadline.

B. As permitted by the PPEA, the City and Gilbane now desire to enter into this Agreement to facilitate and support the efficient and comprehensive evaluation of the Project, as hereinafter more particularly set forth.

AGREEMENT

In consideration of the premises set forth in the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Gilbane. (each, a "**Party**" and together, the "**Parties**") hereby agree as follows:

1. Interim Agreement: Purpose; Scope.

a. **Interim Agreement.** This Agreement is an "Interim Agreement" (as that term is used under the PPEA and the Guidelines) between the City and Gilbane in regard to the Project.

b. **Purpose and Scope.** The Purpose of this Agreement is to engage GILBANE to produce for the City certain services, reports, plans, and recommendations (collectively, the "Deliverables") regarding the design and construction of the Project. The Parties anticipate that the City will use all, or a portion of, the Deliverables to determine whether to approve the Project and whether to pursue a Comprehensive Agreement with GILBANE pursuant to the PPEA and the Guidelines. The scope of work will include working with the City to finalize the project space program, as well as providing architectural site plans, floor plans, colored elevations, perspective drawings, topographic survey, subsurface utility engineering and base map, geotechnical surveys, confirming the budget, and other deliverables listed in Exhibit E. GILBANE will also meet with City agencies and provide the necessary information for the City's use in required rezoning and Special Use Permit (SUP). Exhibits A through G, listed below shall govern this agreement.

GILBANE/City

- Exhibit A- Major Components/Scope of Project Narrative
- Exhibit B- Key Personnel for City of Petersburg (provided by City)
- Exhibit C- Key Personnel for GILBANE Team (provided by GILBANE)
- Exhibit D- Schedule of Values in the amount of the Interim Agreement broken down into the design stages, deliverables, studies/surveys, etc. (H-G provide)
- Exhibit E- List of Deliverables
- Exhibit F- Agreed upon baseline schedule for the pre-construction work to be performed under the Interim Agreement (tied to the actual execution date of the Interim Agreement)
- Exhibit G- GILBANE proposal, amendment, updated concept map

2. Term. The term of this Agreement (the "**Term**") starts upon execution of the interim agreement and ends upon successful completion of deliverables in accordance with schedule Exhibit F as may be amended throughout the design phase, unless this Agreement expires or is terminated at an earlier date under a provision of this Agreement. The Term may be extended by amendment of this Agreement, and such extensions shall be liberally granted so long as GILBANE and the City are continuing negotiations and the work contemplated by this Agreement is in progress.

3. Deliverables; Schedule; Reports; Meetings.

a. **Deliverables and Schedule.** GILBANE will use its best efforts to provide the City with the Deliverables (Exhibit E-Attached) in a timely fashion.

b. **Reports and Meetings.** GILBANE and its designees as its project managers for the Project ("GILBANE Project Principals"), along with its other principal development team members, consultants and subcontractors (collectively, "GILBANE Project Team"),

as appropriate, will participate in regular meetings with all or portions of the group the City designates as its management team for the Project (the "City's Management Team") and its selected consultants. The City's Project Manager (or the City Administrator's designee), in consultation with the designee of GILBANE's Project Principals, will specify the reasonable dates and times for these meetings.

4. GILBANE Compensation and Reimbursements; Payments; Limitations;

a. **Compensation.** As full and complete compensation for its production and provision of the Deliverables and its performance of any other obligations under this Agreement, the City will pay to GILBANE \$. This payment is subject to adjustment by amendment (i.e change order) to this Agreement if changes in the Project Components, schedule, or other details of Project Design are requested by the City.

b. **Payments.** The Contractor shall submit monthly to the Owner a statement for its services rendered in accordance with the compensation and reimbursable expenses described in Article 4a, and percent completion of line items in Schedule of Values Exhibit D. Payment by the Owner to the Contractor of the statement amount shall be made within thirty (30) days after it is submitted, and accepted as approved for payment by the City in conjunction with regular monthly progress meetings.

c. **Limitations.** The City's aggregate total liability to compensate and reimburse GILBANE in connection with the scope of this Agreement (whether as part of a Compensable Cost, or otherwise) will not exceed \$, unless this Agreement is amended in accordance with paragraph 4.a above.

5. Project Approval; Possible Comprehensive Agreement.

a. **Approval Status.** The City is still evaluating feasibility of the Project. Accordingly, this Agreement is not, and is not intended to be, evidence of any such approval, or a promise or assurance that the City will approve the Project, or that the City will approve another Interim Agreement or a Comprehensive Agreement with GILBANE. GILBANE has submitted the Proposal, has entered into the engagement evidenced by this Agreement, and will contribute to the evaluation process of the Project at its own risk and cost, except for its rights to compensation expressly set out in this Agreement. GILBANE's requirements for performance are expressly set out in Exhibit E and unless additional services are approved via amendment (change order) to this Agreement, GILBANE will have no requirement to perform services outside of what's set out in Exhibit E.

b. **Possible Comprehensive Agreement.** The City (in its sole discretion) may determine that it is appropriate to attempt to negotiate the form of a Comprehensive Agreement with GILBANE that is acceptable to the City and GILBANE if the City so determines. The City and GILBANE will formulate a negotiating and drafting schedule for this task and will endeavor to produce such a Comprehensive Agreement in accordance with the applicable timetable.

6. Expiration/Termination of Term.

This Agreement will automatically end **upon the earliest** of: (i) execution of a Comprehensive Agreement, or another interim agreement, in respect of the Project; (ii) the 5th business day after the date that either Party receives notice from the other that the Party giving notice does not intend to approve, or proceed with development of, the Project, or that it does not intend to otherwise pursue the Project with the other Party and elects to end this Agreement; or (iii) the completion of services as described in this Interim Agreement. If a Party ends this Agreement under clause (ii), immediately above, or the Term expires, all Deliverables then made or in production, including any work product, plans, projections, design concepts and other items delivered or due to be delivered to the City on or before the date of termination, or expiration, will become the property of the City upon delivery, the date of the termination, or the date of expiration of the Term, **whichever is earlier**; provided that the City has paid to GILBANE all sums which are due and payable to GILBANE as required by the terms of this Agreement.

7. Designated Project Personnel.

- a. **Contractor.** GILBANE's Project Principals, and the members of GILBANE's Project Team are all listed on **Exhibit B**. While this Agreement is in effect, GILBANE will cause each of GILBANE's Project Principals to devote sufficient time and attention to directing and overseeing GILBANE's performance under this Agreement, ensure participation in all meetings and conferences specified in the Schedule or required under this Agreement by appropriate team members, and to interact with members of the City's Project Management Team and the City's consultants and representatives for purposes of this Agreement. GILBANE may change the composition of GILBANE's Project Principals only upon receiving the prior consent of the City, which will not be unreasonably withheld.
- b. **City.** The City's Project Manager and the members of the City's Project Management Team are all listed on Exhibit C. While this Agreement is in effect, the City will cause all the City's Project Management Team to devote sufficient time and attention to directing and overseeing the City's performance under this Agreement, including supplying timely approvals as needed per the Project Schedule as amended, ensure participation in all meetings and conferences specified in the Schedule or required under this Agreement by appropriate team members and to interact with members of GILBANE's Project Principals for purposes of this Agreement.

8. Accuracy of Proposal; Representation & Warranties. GILBANE represents and warrants to the City that (i) to the best of GILBANE's knowledge and belief as of the date of this Agreement all factual statements made in GILBANE's submissions to the City evidencing the Project (including those pertaining to prior experience and expertise) are true, accurate, and not misleading in any material respects, (ii) GILBANE has the expertise and capacities to perform its other obligations under this Agreement, (iii) the data and other information contained within the Deliverables will be accurate and complete and its use for the purposes of this Agreement will not violate any law, or infringe or violate any property right, and (iv) GILBANE has full power and authority to enter into this Agreement, and the person[s] signing this Agreement on behalf of GILBANE has full power and authority to bind GILBANE under this Agreement.

9. No Liability of Officials, Employees or Agents. No director, officer, official, employee,

agent or representative of the City is, or will be, personally liable to GILBANE or any of GILBANE's Project Team, or any successor in interest of any of them, as a consequence of any default or breach by the City for any sum that may become due to GILBANE, any of the GILBANE Project Team, or any successor in interest of any of them, or on any obligation incurred under this Agreement. No officer, official, employee, agent or representative of GILBANE or GILBANE's Project Team will be personally liable to the City, or any successor in interest, as a consequence of any default or breach by GILBANE or GILBANE's Project Team for any amount which may become due to the City or any successor in interest, or on any obligation incurred under this Agreement.

10. Insurance.

a. **Coverages.** GILBANE at its expense and not as a Compensable Cost, must carry the following insurance coverages: Workers' compensation insurance; commercial general liability insurance (on an occurrence basis); automobile liability insurance for any automobile owned, hired, or non-owned; professional liability/errors and omissions insurance; and umbrella/excess liability insurance. The commercial general liability policy must be for a combined single limit for personal injury and property damage of not less than \$1,000,000.00, and must provide coverage, at a minimum, for (i) broad form contractual liability specifically covering this Agreement, (ii) products liability and completed operations, and (iii) broad form property damage coverage. The automobile liability policy must a combined single limit policy for bodily injury and property damage of not less than \$1,000,000.00. The professional liability/errors and omissions policy must cover liability due to errors or omissions in the performance of services and production of the Deliverables under this Agreement, including the job functions of each GILBANE employee or contractor performing Services under this agreement, with limits of not less than \$2,000,000.00 per claim. If the professional liability/errors and omissions insurance policy is written on a "claims made" basis, GILBANE shall maintain such coverage or exercise an extended reporting period for at least three years after completion of the Deliverables pursuant to this Agreement. The umbrella/excess liability policy must be for a maximum single limit of \$25,000,000.00 for supplementing the commercial general liability policy, workers compensation and automobile liability policy. Workers' compensation coverage must conform to statutory requirements.

b. **Minimum Requirements.** The required insurance coverages specified in this provision are minimum insurance coverages and coverage amounts, and those specifications are only for the purposes of this Agreement. The City has not assessed the risk to which GILBANE may be exposed, or the liability GILBANE may incur, in connection with this Agreement, nor has the City represented in any fashion that such coverages or coverage amounts are prudent or otherwise sufficient to protect GILBANE's interests.

11. Default; Remedies; Limitations.

1. **Default.** If a Party fails to perform any of its obligations under this Agreement (a "**Default**"), the other Party is entitled to give notice to the defaulting Party, which must specify the Default and demand of performance. The defaulting Party must cure the specified Default within ten (10) calendar days after it receives the notice of Default.

2. **Remedies. If the defaulting Party does not cure the Default within that 10-day period,** the non-defaulting Party will be entitled to (i) terminate this Agreement immediately by giving notice of termination to the defaulting Party and (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement.

3. **Limitations.** Notwithstanding anything in this Agreement, neither the City nor H-G Inc. will liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity costs, or any other damages).

12. Notices. To be effective, each notice, consent, approval, waiver, or similar communication or action required or permitted to be given under this Agreement (a "Notice") must be in writing and must be delivered either by private messenger service (including a nationally recognized overnight courier), or by USPS mail, addressed as provided in this provision or delivered via email with delivery confirmation.. Each Notice will be considered given on the date it is provided to the applicable messenger, or to the USPS, or on the delivery confirmation notification as the case may be, and will be considered received on the date actually received, unless delivery is evaded, in which case, the date delivery is attempted will be considered the date the Notice is received. Each address set forth in this provision will continue in effect for all purposes under this Agreement unless a Party replaces its address information by appropriate new information by a Notice to the other Parties in compliance with this provision:

To the City:

Name
Title
City of Petersburg
Tel.:
Email:

To GILBANE

Name
Design Manager
Gilbane Building Company
Address
Tel.:
Email:

11. Various Contract Matters.

a. **Governing Law; Binding Contract; Waiver.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its choice of law principles. This Agreement is binding upon, and inures to, the benefit of each of the Parties and their respective permitted legal successors and permitted assigns. The failure of a Party to demand strict performance of any provision, or to exercise any right conferred, under this Agreement is not,

and is not to be construed as, a waiver or relinquishment of that Party's right to assert or rely on that provision or right in the future. Either Party, however, may elect to waive any right or benefit to which it is entitled under this Agreement.

b. **No Third-Party Beneficiary or Other Similar Rights.** There are no third-party beneficiaries to this Agreement. Accordingly, no third-party is entitled to make any claim under this Agreement for failure to perform or other breach under this Agreement. Only the Parties (and their respective permitted successors and permitted assigns) are entitled to rely upon the provisions of this Agreement.

c. **Compliance with Laws.** GILBANE must comply, and must cause the GILBANE Project Team, and GILBANE's agents and subcontractors to comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of its obligations under this Agreement.

d. **Prior Agreements and Discussions.** Any agreements (whether in writing or oral) between the City and GILBANE existing before or contemporaneously with this Agreement relating to the Project (or any prior versions of the Project) are superseded by this Agreement. All prior discussions and negotiations as to the Project (or any prior versions of this project) are merged into this Agreement. The submission of any unexecuted copy of this Agreement does not constitute an offer to be legally bound by the provisions of the document submitted; and no Party will be bound by this Agreement until it is approved, executed and delivered on behalf of by both of the Parties.

e. **Assignment.** GILBANE is not entitled to assign its rights, nor delegate its duties, under this Agreement without the prior consent of the City, which consent the City may withhold in its sole discretion.

f. **Entire Agreement; Amendment; Counterparts.** This Agreement constitutes the entire agreement of the Parties as to the Project. This Agreement may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed in any number of counterparts, and, so long as each Party signs at least one counterpart, each signed counterpart evidences an original Agreement, but all signed counterparts together constitute but one Agreement.

g. **Rules of Usage and Interpretation.** The captions in this Agreement are for convenience only and are not to be used in its interpretation. This Agreement shall not be construed against one Party, or the other Party, on the basis that its counsel drafted it or participated in its drafting. The words "include," "including," or words to similar purport are not to be construed to be words of limitation. References to a Party means and includes that Party and its permitted successors and permitted assigns.

h. **Venue.** Any legal action, equitable cause, or other judicial proceeding with respect to this Agreement must be brought in the courts of the Commonwealth of Virginia, and in no other courts. By signing this Agreement, each Party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of this court.

[Signatures on next page.]

WITNESS the following signatures and seals.

CITY OF PETERSBURG

By: _____

Name: _____

Title: _____

Date: _____

APPROVED TO FORM:

City Attorney

GILBANE BUILDING COMPANY

By: _____

Name: _____

Title: _____

Date: _____