



City of Petersburg Virginia

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City Council Work Session

June 3, 2025
Petersburg Library
201 W. Washington Street
Petersburg, VA 23803
5:00 PM

City Council

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

City Administration

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

1. **Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Determination of the Presence of a Quorum**
5. **Public Comments**
6. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes of Previous Meeting(s):
- May 20, 2025, City Council Closed Session Minutes – Pages 3-6
 - b. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and URBAN DEVELOPMENT CORPORATION for the Development of 135 Franklin Street, 116 and 120 N. Jefferson Street, Located in Petersburg, VA – Pages 7-42
 - c. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Anthony Jackson for the Development of 723 Harding Street, Located in Petersburg, VA – Pages 43-65
 - d. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg, VA – Pages 66-136
 - e. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg Pertaining to Short-Term Rental Uses in the City of Petersburg – Pages 137-159
 - f. First Read and Schedule a Public Hearing to Amend and Readopt the City Ordinance Pertaining to the Planning Commission to add Language Clarifying the Ability to Compensate Planning Commission Members – Pages 160-169
 - g. First Read and Schedule a Public Hearing for Michal Knick to Appeal a Decision Made by the Architectural Review Board Regarding 224 E Fillmore Street in the Poplar Lawn Historic District that Determined the Windows Should be Repaired when Possible and Replaced if Necessary with

Wood Clad in Aluminum - the Applicant Seeks to Replace All Windows with Wood Clad in Aluminum – Pages 170-185

- h. First Read and Schedule a Public Hearing to Approve the Community Development Block Grant (CDBG) Funds for Program Year 2025 - 2026 and Fiscal Year 2026 as Recommended by the CDBG Advisory Board – Pages 186-211
- i. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 212-215

7. Special Reports

- a. LISC Petersburg - Jane Ferrara, Executive Director of LISC Virginia – Pages 216-237
- b. Presentation of the Recommended Community Development Block Grant (CDBG) Fund Subrecipients for Program Year 2025 - 2026 and Fiscal Year 2026 – Pages 238-260

8. Monthly Reports

9. Finance and Budget Report

10. Capital Projects Update

11. Utilities

- a. June Presentation – Pages 261-266

12. Streets

13. Facilities

14. Economic Development

15. City Manager's Agenda

- a. Discussion on Amending the City of Petersburg Zoning Ordinance to Remove the Requirement for a Special Use Permit for Public or Government Buildings and to Allow Animal Pounds in A, Agricultural District Regulations – Pages 267-270
- b. COPS and SAFER Grant Presentations
- c. Multi-Year Strategic Plan Finance Update - Davenport & Company, LLC

16. Business or reports from the Clerk

17. Business or reports from the City Attorney

18. Adjournment



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM:

RE: Minutes of Previous Meeting(s):
- May 20, 2025, City Council Closed Session Minutes

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 05202025 Closed Session Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, May 6, 2025, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:01 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/343259>.

1. ROLL CALL

Present:

Council Member Howard Myers
Council Member Annette Smith-Lee
Vice Mayor Darrin Hill (Late)
Mayor Samuel Parham

Absent:

Council Member Charles Cuthbert (Late)
Council Member Marlow Jones
Council Member Arnold Westbrook (Late)

Present from City Administration:

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

Mayor Parham entertained a motion to amend the Closed Session agenda to include the acquisition of real property.

Vice Mayor Hill made a motion to amend the Closed Session agenda to include the acquisition of real property. Council Member Smith-Lee seconded the motion.

There was no discussion on the motion. The motion was approved by a unanimous affirmative vote of all present.

2. CLOSED SESSION

The purpose of this meeting is to convene in the closed session pursuant to:

- a. §2.2-3711(A)(7) and (8) of the Code of Virginia for the Purpose of Receiving Legal Advice and Status Update from the City Attorney and Legal Consultation Regarding the Subject of Actual or Probable Litigation and Specific Legal Matters Requiring the Provision of Legal Advice by the City Attorney, Specifically Including But Not Limited to Discussion Regarding the Legal Requirements of §15.2-2013 of the Code of Virginia and Actual or Probable Litigation; and
- b. §2.2-3711(A)(29) of the Code of Virginia for the Purpose of Discussion Regarding the Subject of Award of a Public Contract Involving the Expenditure of Public Funds, and Discussion of the Terms or Scope of Such Contract, Where Discussion in an Open Session Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body; and
- c. §2.2-3711(A)(1) of the Code of Virginia for the Purpose of Discussion Pertaining

to Performance, Assignment, and Appointment of Specific Public Employees of the City of Petersburg, Specifically Including but Not Limited to Discussion of the Performance, Assignment, and Appointment of a Specific Public Officer of the City of Petersburg.

Vice Mayor Hill made a motion to enter into Closed Session for the purpose stated. Council Member Smith-Lee seconded the motion.

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

On roll call vote, voting Yes: Myers, Smith-Lee, Hill, and Parham; No: N/A; abstain: N/A.

The Council entered Closed Session at 3:05 p.m.

Council Member Cuthbert arrived at 3:06 p.m.

Council Member Westbrook arrived at 3:07 p.m.

CERTIFICATION

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

Vice Mayor Hill made a motion to return the City Council to the open session and certify the purposes of the closed session. Council Member Smith-Lee seconded the motion.

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

On a roll call vote, voting Yes: Cuthbert, Myers, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; abstain: N/A.

2025-RES-023

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

The City Council returned to the open session at 5:21 p.m.

Mayor Parham recognized Council Member Cuthbert.

Council Member Cuthbert made a motion to suspend the Rules of Council and add an ordinance to rescind 23-ORD-51 concerning the North Adams and Sycamore Grove projects to the agenda. Vice Mayor Hill seconded the motion.

There was no discussion on the motion. The motion was approved by a unanimous affirmative vote of all present.

Mayor Parham noted that the item was added to the agenda. He opened the floor to receive public comments concerning the rescission of 23-ORD-51. Hearing no one, Mayor Parham recognized Council Member Cuthbert.

Council Member Cuthbert made a motion to adopt the ordinance to rescind 23-ORD-51 concerning the Adams North and Sycamore Grove projects. Vice Mayor Hill seconded the motion.

There was no discussion on the motion. The motion was approved by a unanimous affirmative vote of all present.

Mayor Parham recognized Council Member Myers.

Council Member Myers made a motion to direct the City Manager to allocate, as part of the City's budget, the amount of \$1 million; these funds will serve instrumentally to improve the landscape and visual pathway from downtown to the casino site; it will include the following: façade grant access, parking lot improvements, sidewalk, streetscape, vegetation and landscaping. Council Member Westbrook seconded the motion.

There was no discussion on the motion. The motion was approved by a unanimous affirmative vote of all present.

Mayor Parham recognized Council Member Myers.

Council Member Myers made a motion to appropriate the amount of \$32,090 to the Virginia Community Resource Center for the purpose of a collaboration with CACH to disseminate funding for homeless prevention to Petersburg residents only. Vice Mayor Hill seconded the motion.

There was no discussion on the motion. The motion was approved by a unanimous affirmative vote of all present.

3. ADJOURNMENT:

City Council adjourned at 5:24 p.m.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and URBAN DEVELOPMENT CORPORATION for the Development of 135 Franklin Street, 116 and 120 N. Jefferson Street, Located in Petersburg, VA**

PURPOSE: To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and URBAN DEVELOPMENT CORPORATION for the Development of 135 Franklin Street, 116 and 120 N. Jefferson Street, located in Petersburg, VA

REASON: To consider an Ordinance authorizing the City Manager to execute the Purchase Agreements related to the sale of city-owned properties located at 135 Franklin Street, 116 and 120 N. Jefferson Street, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreements related to the sale of city-owned properties located at 135 Franklin Street, 116 and 120 N. Jefferson Street, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 6/3/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Urban Developers LLC Ordinance
2. Urban Development Corporation

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute Purchase Agreements toward the Sale of City-owned properties at 116 and 120 Jefferson Street, and 135 Franklin Street.

WHEREAS, the City of Petersburg has received proposals from URBAN DEVELOPERS LLC to purchase the City-owned properties at 116 and 120 Jefferson Street, and 135 Franklin Street; and

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

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute the Purchase Agreements with URBAN DEVELOPERS LLC toward the sale and development of City-owned properties located at 116 and 120 Jefferson Street, 135 Franklin Street.

DRAFT

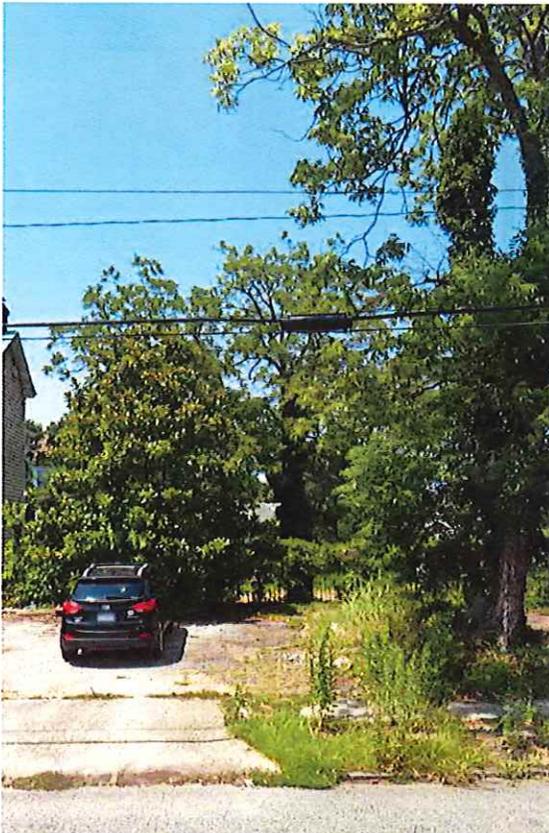
PROJECT BRIEF

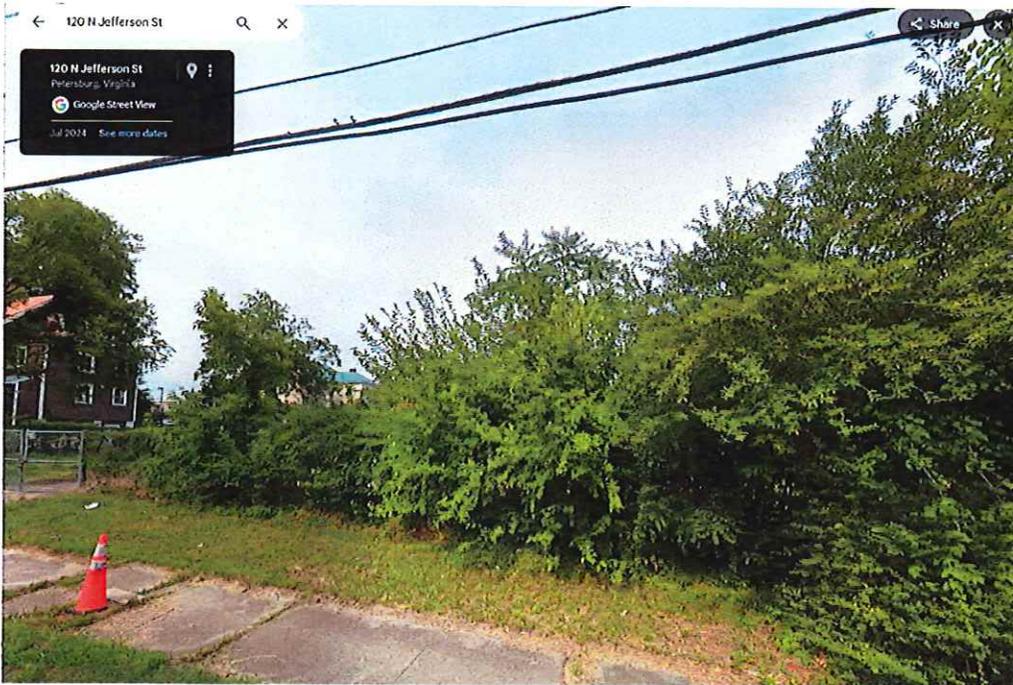
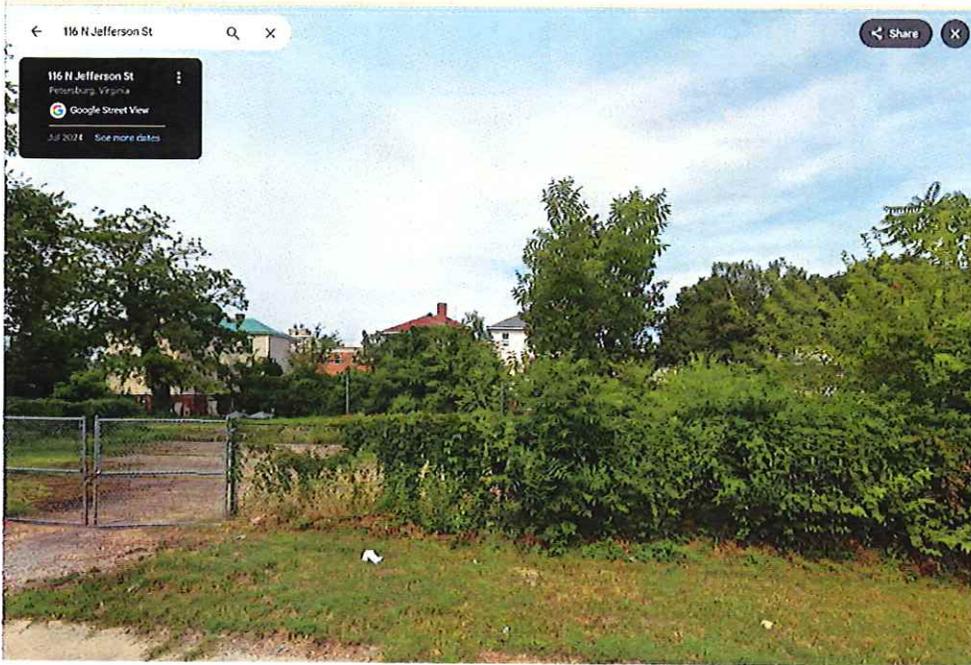
Developer:	Urban Development Corporation
Project Address:	135 Franklin Street 116 North Jefferson Street 120 North Jefferson Street
Assessed Value:	\$58,700.00
Offer Amount:	\$50,000.00
Percentage Offered:	83%(average of all properties)

PROJECT DESCRIPTION:

Developer proposes the construction of single family homes to be sold at market rate pricing.

PROPERTY PICTURE (TODAY)







To: City of Petersburg

April 18, 2025

From: Urban Development

We are submitting an offer to acquire: 135 Franklin St (Offer \$20,000 for 0.121 acres), 116 N Jefferson St (Offer \$25,000 for 0.268 acres), and 120 N Jefferson St (Offer \$5,000 for 0.093 acres).

- 135 Franklin St: The land is sized at 0.121 acres or approximately 5,200 square feet. Urban Development Corporation intends to build a Single-Family residence on the property. From an initial review, we estimate that the size of the residence would range from 2,000 - 2,500 sq ft.
- 116 & 120 N Jefferson: Combined the land is 0.360 acres or approximately 15,600 square feet. The lot at 116 N Jefferson is not continuous and is divided by a vacant alley. Any development plan is contingent on a zoning adjustment by the city to combine 116 N Jefferson and 120 N Jefferson. On the combined property, Urban Development Corporate intends to build two to three single- family residences or one to two Duplexes. From an initial review, we estimate that single-family residences would range in size from 1,600- 2,200 square feet each.

The offers for these three parcels may be less than the current assessed price because Urban Development Corporation agrees to incur the cost of having the parcels surveyed with the intention of eliminating a vacant alley that runs along all three parcels.

These development plans are contingent on a study period to assess the lots and approved zoning from the City of Petersburg.

We agree to comply with requirements outlined by the Petersburg Planning Department and the Architectural Review Board since these lots reside in a Historic District.

Sincerely

A handwritten signature in blue ink that reads "Larry B. Murphy". The signature is fluid and cursive, with the first name "Larry" being particularly prominent.

Larry B. Murphy

President

Urban Development Corp

804 586-1361 c

LICENSED AND INSURED • VA CONTRACTOR #2705145041 • CLASS "A" GENERAL CONTRACTOR

P.O. BOX 2111 • CHESTER, VA 23831 • 804.586.1361 • LARRYBMURPHY@URBANDEVELOPMENTVA.COM

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$ 22,100

Consideration: \$ 20,000

Tax Map No.: 011300024

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 20, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Urban Development Corp, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as 135 Franklin Street Tax Map Number: 011300024 and further described as 135 Franklin Street as indicated in the recorded deed for the property (**Attachment A**) _____ which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Twenty thousand dollars (\$ 20,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price Two thousand dollars (\$ 2,000) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on _____). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made _____ and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

SELLER:

The City of Petersburg
March Altman, City Manager
135 North Union Street
Petersburg, VA 23803

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCHASER:

Urban Development Corp

235-B N. Sycamore Street

Petersburg, VA 23803

COPY TO:

Larry B. Murphy

4106 Rockridge Place

Chester, VA 23831

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to “day” or “days” shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Urban Development Corp

By: Larry B. Murphy

Larry B. Murphy 

Title: President

Date: April 20, 2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 011300024

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Centre Hill
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	135 FRANKLIN ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.121	City Ward:	4
Legal Description:	40X130-150	Polling Place:	Union Train Station
Subdivision:	Centre Hill Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:	Centre Hill	Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/22/2006	\$351,410	2006/4230

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100

Property Tax (Coming Soon)

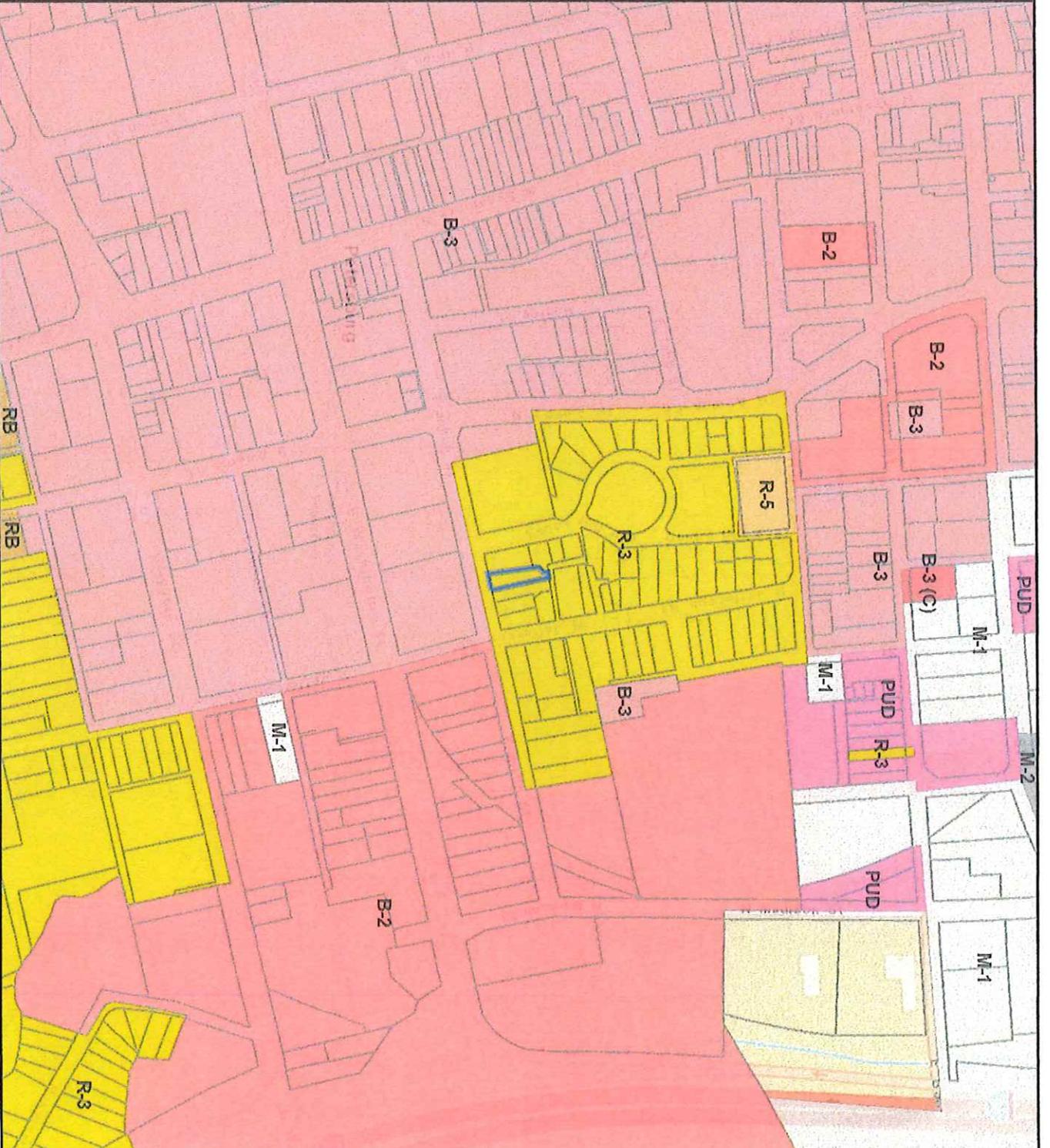
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all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

Petersburg, Virginia

Legend

- City Boundary
- Parcels
- Zoning**
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXD1
- MXD2
- MXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)

Feet



Parcel #: 011300024

Date: 4/17/2025

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Petersburg, Virginia

Legend

- City Boundary
- Parcels
- Zoning**
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
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- RTH (C)

Feet



Parcel #: 011300024

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Date: 4/17/2025

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$33,200

Consideration: \$ 25,000

Tax Map No.: 011300019

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 20, 2025 , between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Urban Development Corp , hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 116 N. Jefferson Street , Tax Map Number: 011300019 and further described as 116 N. Jefferson Street as indicated in the recorded deed for the property (**Attachment A**) _____ which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Twenty-five thousand dollars (\$ 25,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price two thousand five hundred dollars (\$ 2,500) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on May 6, 2025). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made November 2, 2023 and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

SELLER:

The City of Petersburg
March Altman, City Manager
135 North Union Street
Petersburg, VA 23803

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCHASER:

Urban Development Corp

235-B N. Sycamore Street

Petersburg, VA 23803

COPY TO:

Larry B. Murphy

4106 Rockridge Place

Chester, VA 23831

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

- 15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
- 16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
- 17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
- 18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
- 19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
- 20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
- 21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to “day” or “days” shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Urban Development Corp

By: Larry B. Murphy

Larry B. Murphy 

Title: President

Date: April 20, 2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 011300019

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Centre Hill
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	116 JEFFERSON ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.268	City Ward:	4
Legal Description:	LTS 1-2 BISHOP PLAT	Polling Place:	Union Train Station
Subdivision:	Centre Hill Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:	Centre Hill	Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/22/2006	\$351,410	2006/4230

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$33,200	\$33,200	\$33,200	\$33,200	\$33,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$33,200	\$33,200	\$33,200	\$33,200	\$33,200

Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels
- Zoning**
-  A
-  B-1
-  B-2
-  B-2 (C)
-  B-3
-  B-3 (C)
-  ERC
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-  MXD1
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-  MXD3
-  PUD
-  R-1
-  R-1 (C)
-  R-1A
-  R-1A (C)
-  R-2
-  R-3
-  R-4
-  R-5
-  R-5 (C)
-  R-6
-  RB
-  RMH
-  RTH
-  RTH (C)

Feet



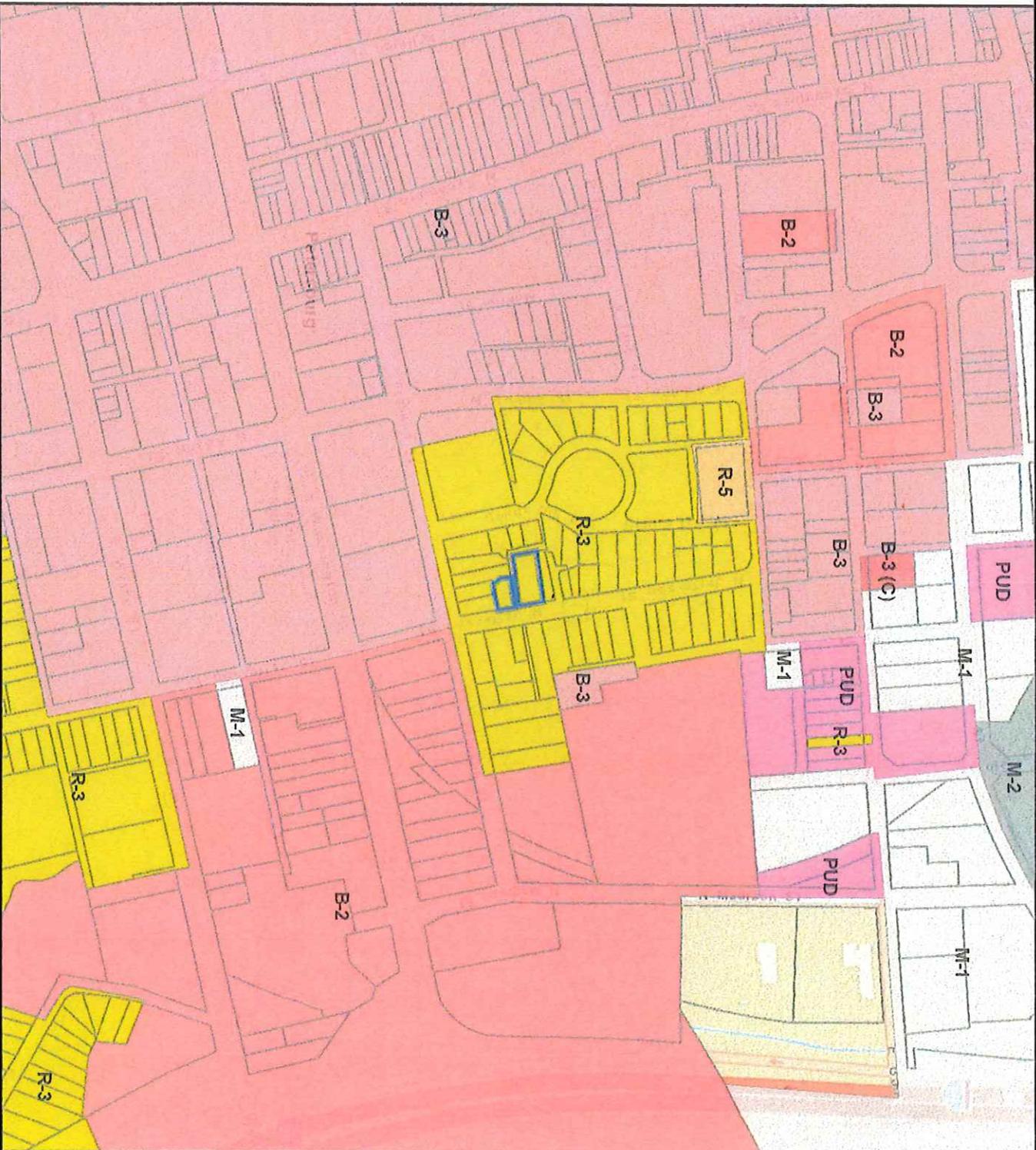
Parcel #: 011300019

Date: 4/17/2025

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Petersburg, Virginia

- Legend**
- City Boundary
 - Parcels
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 - A
 - B-1
 - B-2
 - B-2 (C)
 - B-3
 - B-3 (C)
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 - R-3
 - R-4
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 - RMH
 - RTH
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Parcel #: 011300019

Date: 4/17/2025

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**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 11,600

Consideration: \$ 5,000

Tax Map No.: 011300017

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 20, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Urban Development Corp, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 120 N. Jefferson Street, Tax Map Number: 011300017 and further described as 120 N. Jefferson Street as indicated in the recorded deed for the property (**Attachment A**) _____ which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Five thousand dollars (\$ 5,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price Five hundred dollars (\$ 500) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on May 6, 2025). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made November 2, 2023 and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

SELLER:

The City of Petersburg
March Altman, City Manager
135 North Union Street
Petersburg, VA 23803

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

Urban Development Corp

235-B N. Sycamore Street

Petersburg, VA 23803

COPY TO:

Larry B. Murphy

4106 Rockridge Place

Chester, VA 23831

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Urban Development Corp

By: Larry B. Murphy, Larry B. Murphy

Title: President

Date: April 20, 2025

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

ON SITE Parking April 17, 2025

Parcel: 011300017

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Centre Hill
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	120 JEFFERSON ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.093	City Ward:	4
Legal Description:	LOT 3 BISHOP PLAT	Polling Place:	Union Train Station
Subdivision:	Centre Hill Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:	Centre Hill	Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/22/2006	\$351,410	2006/4230

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600

Property Tax (Coming Soon)

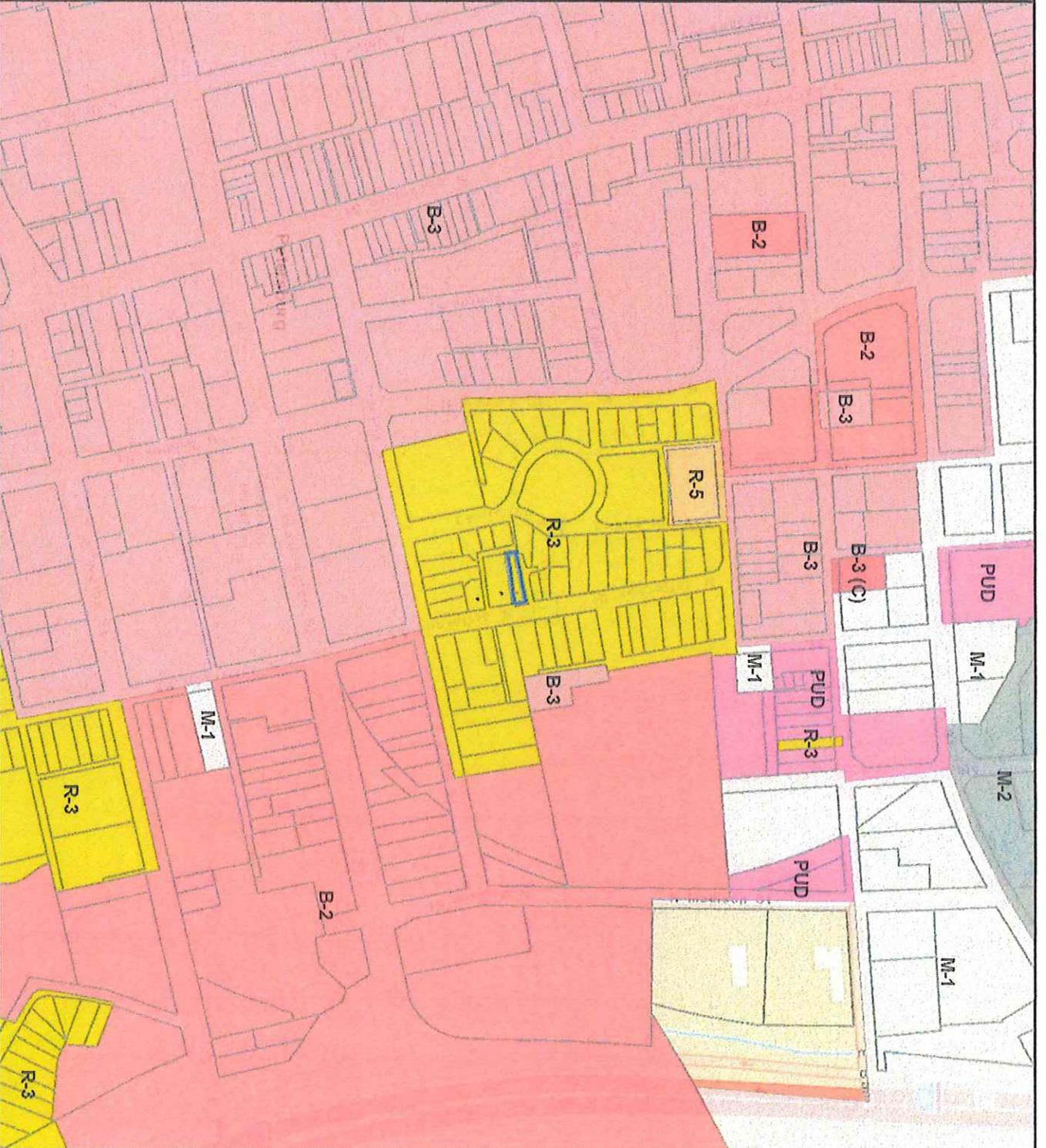
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all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

Petersburg, Virginia

Legend

- City Boundary
- Parcels
- Zoning**
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXXD1
- MXXD2
- MXXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)

Feet



Parcel #: 011300017

Date: 4/17/2025

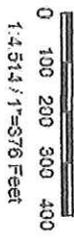
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may be.

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels
- Zoning**
-  A
-  B-1
-  B-2
-  B-2 (C)
-  B-3
-  B-3 (C)
-  ERC
-  M-1
-  M-1 (C)
-  M-2
-  MXXD1
-  MXXD2
-  MXXD3
-  PUD
-  R-1
-  R-1 (C)
-  R-1A
-  R-1A (C)
-  R-2
-  R-3
-  R-4
-  R-5
-  R-5 (C)
-  R-6
-  RB
-  RMH
-  RTH
-  RTH (C)

Feet



Parcel #: 011300017

Date: 4/17/2025

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Anthony Jackson for the Development of 723 Harding Street, Located in Petersburg, VA**

PURPOSE: To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Anthony Jackson for the Development of 723 Harding Street, Located in Petersburg, VA.

REASON: First Read & Schedule Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Anthony Jackson for the Development of 723 Harding Street, Located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreement related to the sale of city-owned property located at 723 Harding Street.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 6/3/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. ANTHONY JACKSON Ordinance
2. Anthony Jackson Packet

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of City-owned property at 723 Harding.

WHEREAS, the City of Petersburg has received proposals from ANTHONY JACKSON to purchase the City-owned property at 723 Harding Street and

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

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute the Purchase Agreements with ANTHONY JACKSON toward the sale and development of City-owned property located at 723 Harding Street.

DRAFT

PROJECT BRIEF

Developer:	Anthony Jackson
Project Address:	723 Harding Street
Assessed Value:	\$4200.00
Offer Amount:	\$4200.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

Developer proposes the construction of new, single-family dwellings to be sold at market value pricing.

PROPERTY PICTURE (TODAY)



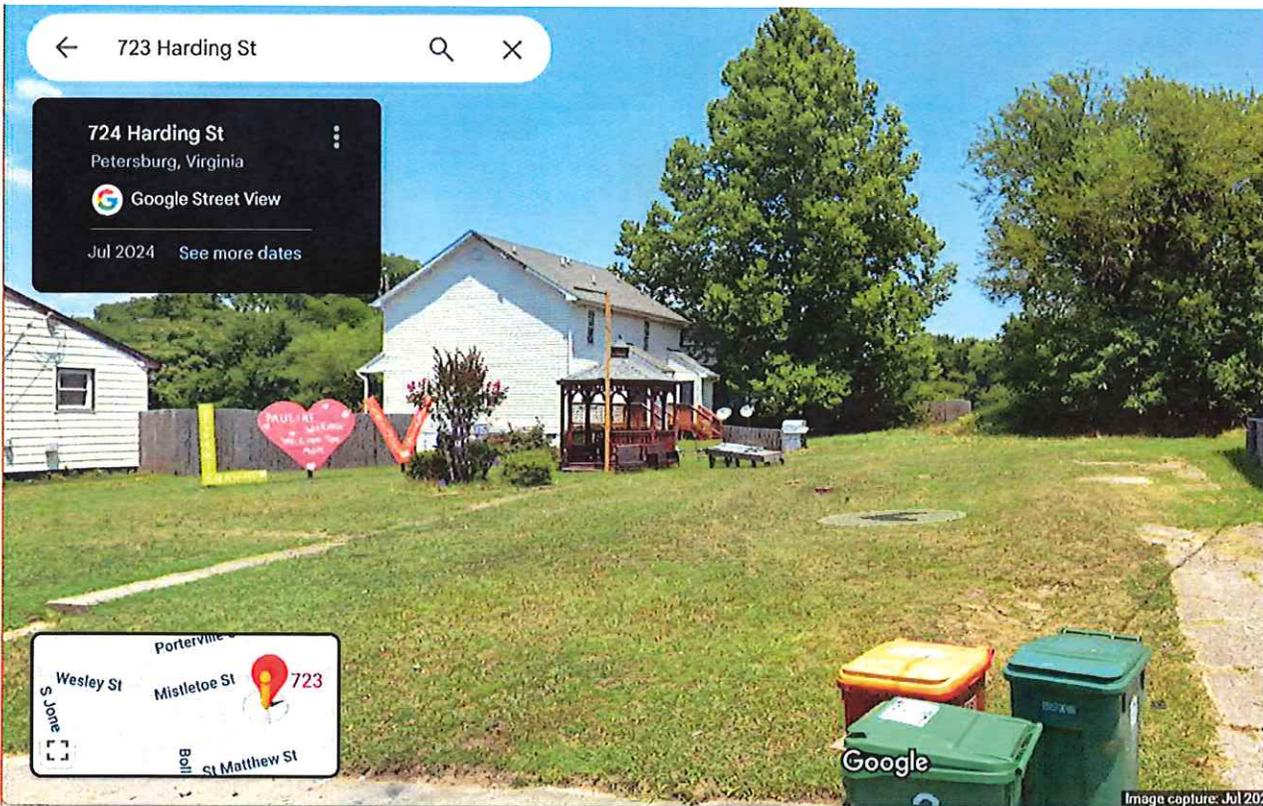
PROJECT BRIEF

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Percentage Offered:	100%

PROJECT DESCRIPTION:

Developer proposes the construction of new, single-family dwellings to be sold at market value pricing.

PROPERTY PICTURE (TODAY)



Anthony Jackson

16001 Clawton Ct.

Chesterfield, VA 23832

804-971-7183

Date: December 9, 2024

City of Petersburg Real Estate Department

Subject: Offer to Purchase Lot at 723 Harding St., Petersburg, VA 23803

To Whom It May Concern,

I am writing to formally express my interest in purchasing the property located at 723 Harding St., Petersburg, VA 23803. As part of this offer, I propose to pay the assessed value of \$4,200 for the property.

I understand that the property is owned by the City of Petersburg and would like to proceed with the necessary steps to finalize this transaction. Please advise me on any further information or documentation required to facilitate this process.

Thank you for considering my offer. I look forward to working with the City of Petersburg to complete this acquisition. Please feel free to contact me at your convenience via phone at 804-971-7183 or email at 2ndALJ@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Jackson', written in a cursive style.

Anthony Jackson

**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ \$4,200

Consideration: \$ \$4,200

Tax Map No.: 031260024

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 12/9/24, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Anthony Jackson, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 723 Harding St., Tax Map Number: 031260024 and further described as _____ as indicated in the recorded deed for the property (**Attachment A**) _____ which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Four thousand Two Hundred Dollars (\$ 4,200) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price Four hundred and Twenty Dollars (\$ 420.00) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on _____). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made _____ and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

SELLER:

The City of Petersburg
March Altman, City Manager
135 North Union Street
Petersburg, VA 23803

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

Anthony Jackson
16001 Clawton Ct.
Chesterfield, VA 23832
~~804-971-7183~~
2ndALJ@gmail.com

COPY TO:

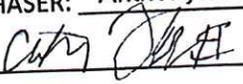
Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) as indicated on applicable delivery receipt, if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier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

- 15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
- 16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
- 17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
- 18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
- 19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
- 20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
- 21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection –** deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements –** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Anthony Jackson

By: , Anthony Jackson

Title: Owner

Date: 12/09/2024

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

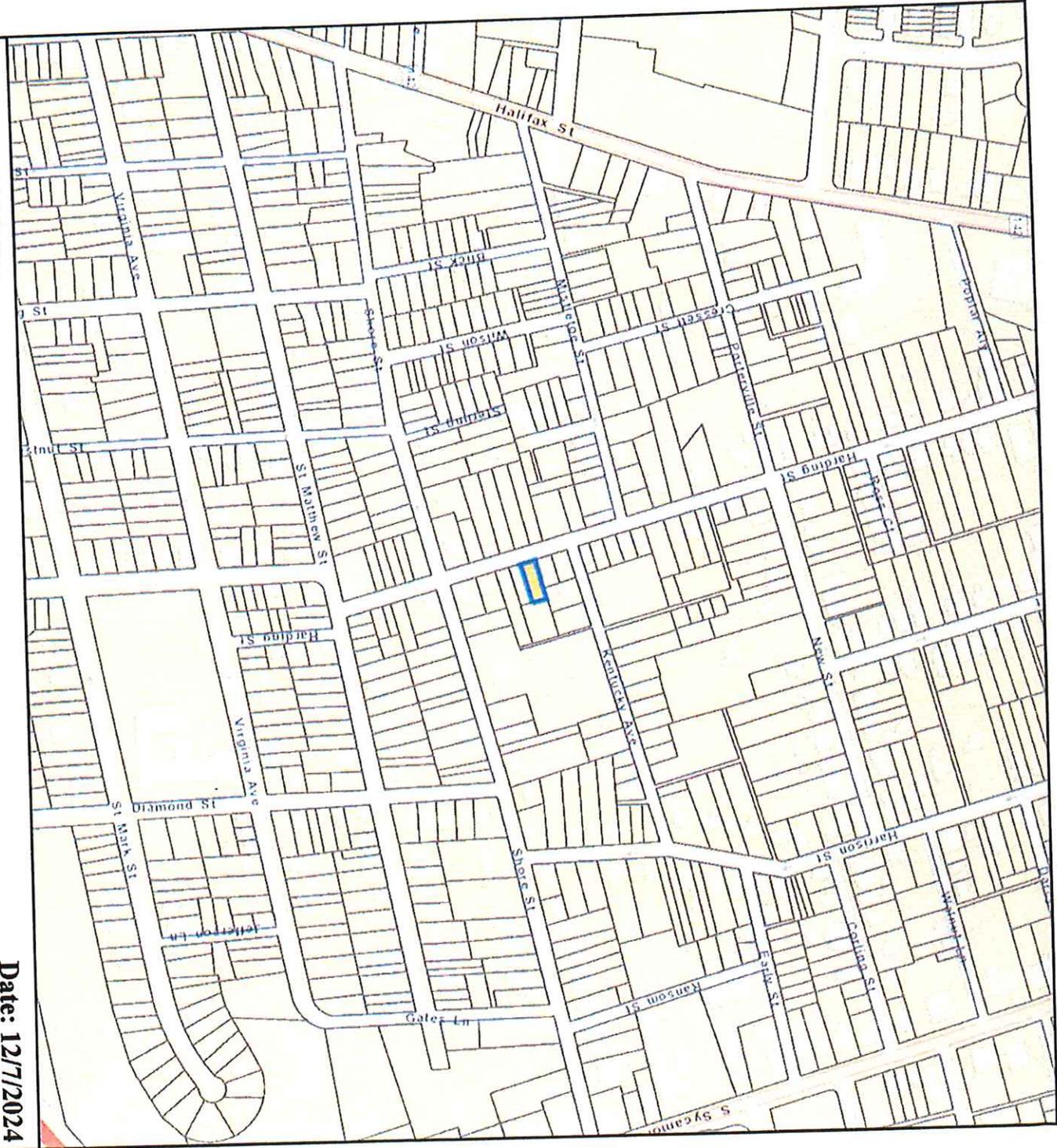
Parcel: 031260024

Summary	
Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg, VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	723 HARDING ST Petersburg, VA
Legal Acreage:	.092
Legal Description:	38X105
Subdivision:	Tucker
Assessment Neighborhood Name:	
Local Historic District:	
National Historic District:	
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional District:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8107
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

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

Petersburg, Virginia

- Legend**
- City Boundary
 - Parcels



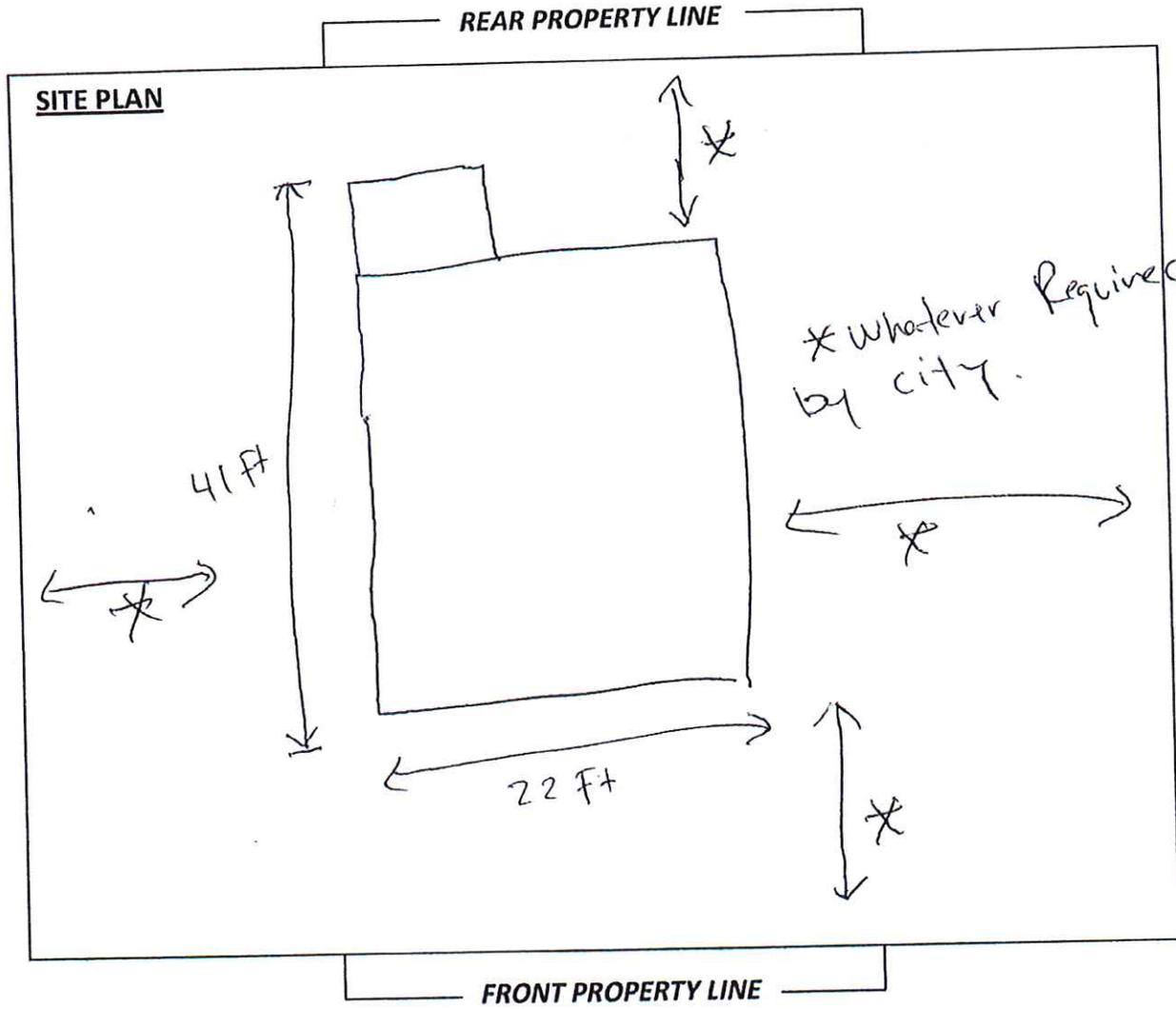
Parcel #: 031260024

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

Date: 12/7/2024

CITY OF PETERSBURG

PLANNING AND COMMUNITY DEVELOPMENT
 106 W. TABB STREET, PETERSBURG, VIRGINIA 23803
 PHONE (804) 733-2409 FAX (804) 863-2780 TDD (804) 732-8003



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

Business Plan for 723 Harding St., Petersburg, VA 23803

Executive Summary

Anthony Jackson, an experienced owner and general contractor, specializes in building high-end affordable housing. The project at 723 Harding St. will deliver a quality, single-family home tailored to the needs of local families. This 1,500 sq. ft. residence will include 3 bedrooms, 2.5 bathrooms, a porch, and a deck, offering a blend of affordability and upscale design. Financed through personal and family funds, the project is a cash build, ensuring efficient completion.

Company Description

The business focuses on creating affordable housing solutions that maintain high-quality construction standards. Each project is crafted with attention to detail and compliance with local building codes. Anthony Jackson operates as both owner and general contractor, leveraging his expertise to oversee each phase of construction directly.

Market Analysis

Petersburg's housing market demonstrates a strong demand for affordable, high-quality single-family homes. The city is undergoing revitalization, with increased interest from families seeking modern homes near local amenities. This project aligns with local housing needs, addressing the shortage of affordable yet stylish residences.

Competitive Analysis

The project at 723 Harding St. stands out in its market due to:

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

Organizational Structure

- **Owner/General Contractor:** Anthony Jackson oversees all aspects of the project, from design to completion.
- **Subcontractors:** Licensed professionals for specific tasks, including electrical, plumbing, and landscaping.

Breakdown of Products and Services

The primary deliverable is a 1,500 sq. ft. single-family home with modern amenities, designed for comfort and practicality. The project includes:

- Construction and finishing of the home.
- Site improvements, including landscaping and driveway installation.

Marketing Plan

Upon completion, the property will be marketed to local families through:

- Online real estate platforms.
- Collaboration with local real estate agents.
- Word-of-mouth referrals.

Capital Budget

The total project budget is \$170,000, covering:

- Land acquisition (\$4,000).
- Construction costs, including materials, labor, and permits.
- Landscaping and site improvements.

Operating Budget

Minimal operating costs during construction include:

- Temporary utilities.
- Insurance.

Pro Forma Financial Projections

- Estimated Sale Price: Competitive with similar homes in the neighborhood (approx. \$250,000–\$275,000).
- Projected Profit: \$80,000–\$105,000, depending on market conditions.

Project/Investment Funding

The project will be entirely funded through personal savings and family contributions, eliminating the need for bank financing. This ensures a streamlined process and the ability to adapt quickly to unforeseen circumstances.

Tentative Site Development Plan

The project timeline is as follows:

- March 2025: Begin site preparation and utility connections.
- April–June 2025: Construction of the home, including framing, roofing, and interior finishes.
- July 2025: Final inspections, landscaping, and completion.
- August 2025: Home ready for occupancy.

!

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

Project Overview

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

Development Timeline

- March 2025:
 - Begin site preparation (clearing, grading, and soil testing).
 - Install utility connections (water, sewer, electricity, and gas).
 - Obtain final permits from the City of Petersburg.
- April 2025:
 - Begin foundation work (excavation, pouring foundation).
 - Start framing and structural construction.
- May–June 2025:
 - Complete roofing, exterior finishes, and interior rough-ins (plumbing, electrical, HVAC).
 - Begin interior drywall and insulation installation.
- July 2025:
 - Finalize interior finishes (flooring, paint, cabinetry, and fixtures).
 - Landscaping and driveway installation.
 - Conduct final inspections and obtain certificate of occupancy.

- Early August 2025: Complete construction and prepare for occupancy.

Projected Costs

- Total Estimated Cost: \$170,000

Roles and Responsibilities

- Owner and General Contractor: Anthony
- Overseeing the entire project, managing subcontractors, and ensuring compliance with building codes.

Compliance

All development will adhere to City of Petersburg building codes and zoning requirements. Any recommendations or adjustments suggested by the Code Enforcement Office will be implemented promptly.

Additional Information

- Utility Confirmation: Verified availability of water, sewer, and electricity with the city.
- Reference Design: Identical to 124 Pine St project.



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

ANTHONY JACKSON
16001 CLAWTON CT
CHESTERFIELD, VA 23832-2836

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

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

Sincerely,

Mary McNally
Member Services Representative

723 Harding buildability info

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

Wednesday, Dec 18 at 11:12 AM

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

723 Harding street is zoned R3. The property is considered to be non-conforming, however a single-family dwelling may still be built on non-conforming lots.

The dwelling must still conform to all setback and off-street parking requirements.

723 Harding street is considered to be buildable from a zoning standpoint.

If you have any additional questions please let me know, I will be happy to assist.

Thank you,



Maxwell Gorman
Zoning Administrator, Planning & Community Development
135 N Union Street, Petersburg, VA 23803
D:804-733-2312
C:804-892-7630

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

This e-mail message and any attached files are for the sole use of the intended recipient(s) and may contain privileged, confidential or otherwise protected from disclosure information. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg, VA**

PURPOSE: To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg, VA.

REASON: First Read & Schedule Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Barber Construction for the Development of 201 Graham Street and 617 S. Sycamore Street, Located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreement related to the sale of city-owned property located at 201 Graham Street and 617 S. Sycamore Street, located in Petersburg, VA.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 6/3/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Barber Ordinance
2. Barber Construction Pur Agreement
3. Barber Construction Pur Agreement 2
4. 617 S.Sycamore 201 Graham St-Barber

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of City-owned properties at 201 Graham Street and 617 S. Sycamore Street.

WHEREAS, the City of Petersburg has received proposals from BARBER CONSTRUCTION to purchase the City-owned properties at 201 Graham Street and 617 S. Sycamore Street and

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

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute the Purchase Agreement with BARBER CONSTRUCTION to purchase the City-owned properties at 201 Graham Street and 617 S. Sycamore Street and

DRAFT

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$ 7,200
Consideration: \$ 3,600
Tax Map No.: 032-030019

This residential Real Estate Purchase Agreement (the "Agreement") is dated 5/29/25, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Barber Construction LLC hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as 201 Graham St, Tax Map Number: 032-030019 and further described as Lot 24 Bolling Plat 48x110 as indicated in the recorded deed for the property (**Attachment A**) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

- Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
- Purchase Price:** The purchase price for the Property is thirty six hundred (\$3,600) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
- Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price three hundred and sixty (\$360) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
- Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

SELLER:

The City of Petersburg
March Altman, City Manager
135 North Union Street
Petersburg, VA 23803

(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street

Petersburg, VA 23803

PURCHASER:

Barber Construction CO Inc
402 E Poythress St.
Hopewell, VA 23860

COPY TO:

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

- 15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
- 16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
- 17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
- 18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
- 19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
- 20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
- 21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: ^{Authentign} Donnie Barber

By: Donnie Barber

Title: President

Date: 05/29/25

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT: ^{Authentign}

By: Lauren Edmonson

Title: _____

Date: 05/29/25

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$ 50,000
Consideration: \$ 25,000
Tax Map No.: 031-180013

This residential Real Estate Purchase Agreement (the "Agreement") is dated 5/29/25, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Baker Construction Inc hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as 117 South Sycamore St, Tax Map Number: 031-180013 and further described as 70x145 as indicated in the recorded deed for the property (**Attachment A**) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

- 1. Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
- 2. Purchase Price:** The purchase price for the Property is fifty thousand (\$50,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
- 3. Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price five thousand (\$5,000) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
- 4. Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with the purchase including but not limited to any real estate commission, Seller's attorney fees, applicable grantor's tax (if any), and the cost associated with preparation of the deed and other Seller's documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on 11/26/24 (____). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made 11/26/24 and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely

Petersburg, VA 23803

PURCHASER:

Barber Construction CO Inc.
402 E Poythress St.
Hopewell, VA 23860

COPY TO:

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

- 15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
- 16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
- 17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
- 18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
- 19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
- 20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
- 21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection** – deed to his property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.
26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by the Purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements** – Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER Donnie Barber

By: Donnie Barber, _____

Title: President

Date: 05/29/25

SELLER:

The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,

Title: City Manager

Date: _____

ESCROW AGENT:

By: Lauren Edmonson, _____

Title: Lauren Edmonson

Date: 05/29/25

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

PROJECT BRIEF

Developer:	BARBER CONSTRUCTION
Project Address:	201 GRAHAM STREET
Assessed Value:	\$7,200.00
Offer Amount:	\$3,600.00
Percentage Offered:	50%

PROJECT DESCRIPTION:

PROPERTY PICTURE (TODAY)



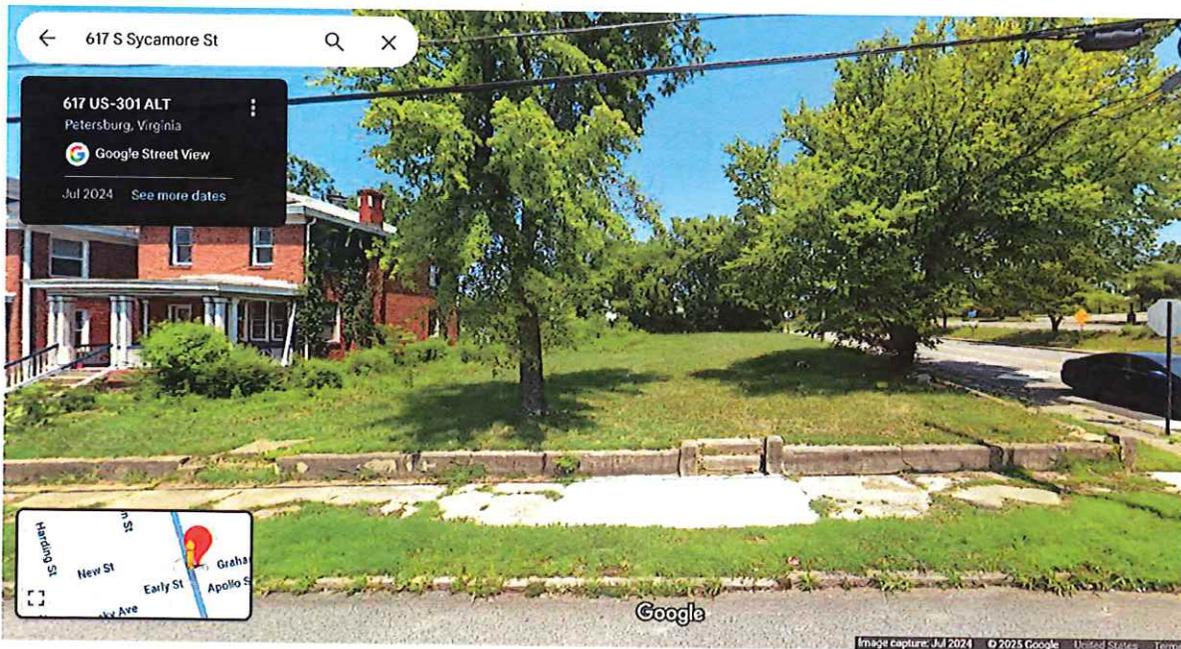
SKETCHED SCALE (IF AVAILABLE)

PROJECT BRIEF

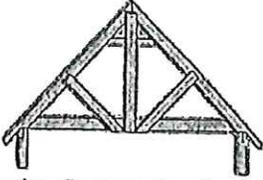
Developer:	BARBER CONSTRUCTION
Project Address:	617 Sycamore ST. South
Assessed Value:	\$50,000.00
Offer Amount:	\$25,000.00
Percentage Offered:	50%

PROJECT DESCRIPTION:

PROPERTY PICTURE (TODAY)



SKETCHED SCALE (IF AVAILABLE)



Barber Construction Co., Inc.
"YOUR HOMETOWN BUILDER"
(804)731-1051

Barber Construction Co., Inc.
402 E. Poythress St, Hopewell, VA 23860
support@barberconstructioncoinc.com
(804) 731-1051

Re: 617 S Sycamore St, Petersburg, VA 23803

The cost of construction for this would be \$250,000 and Barber Construction Co Inc, would rent the property for about \$2,000 per side. The construction time will be within 12 months of purchasing and closing on the property.

Thank you for your attention to this matter.

Respectfully,

Barber Construction Co., Inc.
License #: 2701010056
Donald S. Barber
President

Donnie Barber - Rec'd 11/26/24

November 26, 2024

Petersburg, Virginia

Property Identification

Parcel: 031180013

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Poplar Lawn
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	RB	Va House District:	63
Property Address	617 SYCAMORE ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.233	City Ward:	4
Legal Description:	70 X 145	Polling Place:	Union Train Station
Subdivision:	Bishop	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:	Poplar Lawn	Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
CAMERON FOUNDATIONTHE	10/11/2013	\$0	2013/2820
	7/13/2005	\$0	2005/3211

Assessments

Valuation as of	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024
Effective for Billing:	07/01/2020	07/01/2021	07/01/2022	07/01/2023	07/01/2024
Reassessment					
Land Value	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

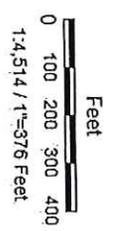
-  City Boundary
-  Parcels



Parcel #: 031180013

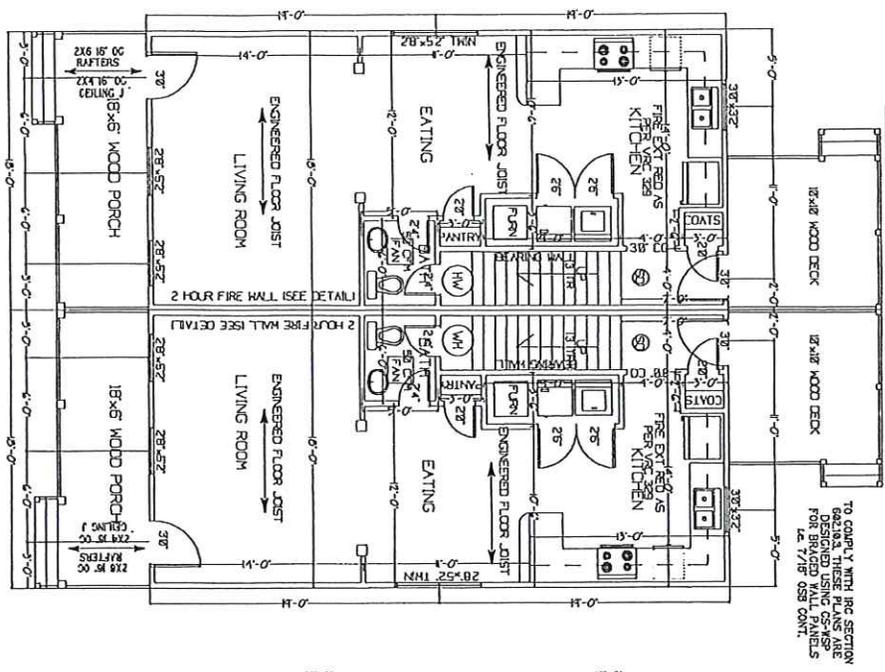
Date: 11/26/2024

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



First Floor Plan

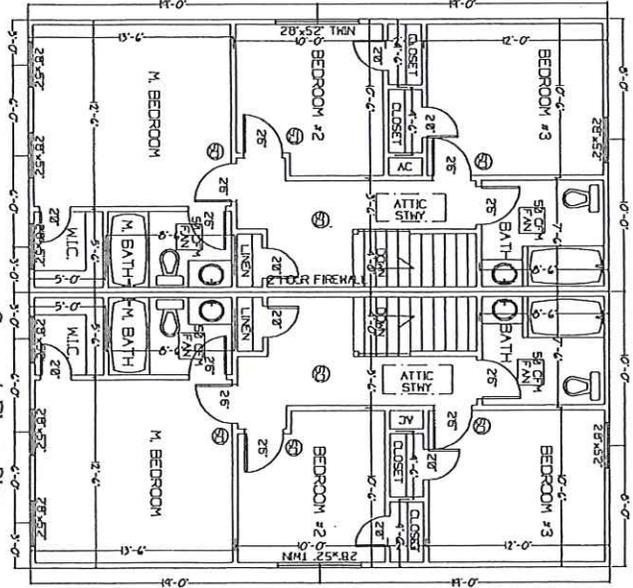
Scale 1/4"=1'



TO COMPLY WITH IRC SECTION 602.10.2.3 THESE PLANS ARE DESIGNED USING OSB PANELS FOR 7/16" OSB CONT.

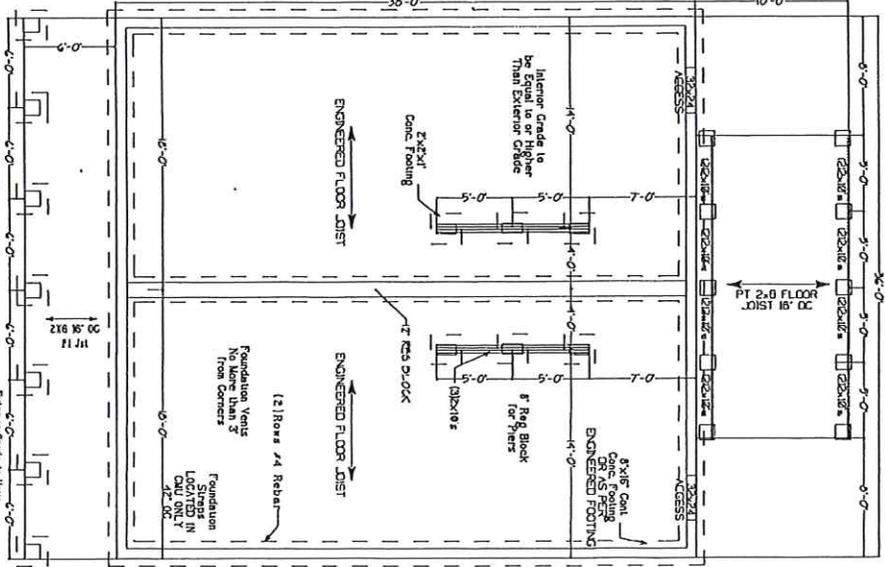
TO COMPLY WITH IRC SECTION 602.10.2.3 THESE PLANS ARE DESIGNED USING OSB PANELS FOR 7/16" OSB CONT.

Second Floor Plan
Scale 1/4"=1'



Foundation Plan

Scale 1/4"=1'



NOTE: EXTERIOR GRADE IS TO BE EQUAL TO OR HIGHER THAN EXTERIOR GRADE.
NOTE: UNLESS OTHERWISE NOTED ALL HEADERS ARE AS FOLLOWS: 4" x 10" 2x8 - 1250025, 4" x 12" 2x8 - 1250025, 4" x 14" 2x8 - 1250025, 4" x 16" 2x8 - 1250025 FOR ALL BEARING WALLS.

THIS PLAN WAS DESIGNED FOR
BARBER CONSTRUCTION CO

THIS PLAN DESIGNED BY
NetCaddrafting

801-440-0019
www.netcaddrafting.com

TWO STORY PLANS	DATE OF PLANS 10/2/24	PLANS DRAWN BY BRAD PRICE	2 OF 2
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Thank you for banking with Touchstone Bank. If you need assistance, contact customer service.

**Barber Construction Co Inc .ECONOMY
BUSINESS-0585**

\$129,204.12
Available balance

Pending Transactions

No Records Available

Posted Transactions

Date	Description	Withdrawal/Deposit	Balance
11/12/2024	Check 3007	-\$59,043.78	3129,204.12
11/07/2024	INCOMING WIRE FEE-P202411070109153	\$35.00	3188,247.90
11/07/2024	ORIG:COOPERATIVE BUSINESS SERVICES TRN:P202411070109153	\$75,873.44	1188,282.90
11/05/2024	Internet Transfer To 3565	-\$50,000.00	112,409.46
11/05/2024	Internet Transfer To 3565	-\$16,000.00	162,409.46
11/05/2024	Internet Transfer From 3565	\$50,000.00	178,409.46
10/30/2024	Internet Transfer From 3565	\$125,000.00	128,409.46

Account Summary

Available Balance	\$129,204.12
Current Balance	\$129,204.12
As Of	11/20/2024
Interest Paid YTD	\$0.00
Interest Rate	0%
Interest Accrued	\$0.00
Last Deposit Amount	\$75,873.44

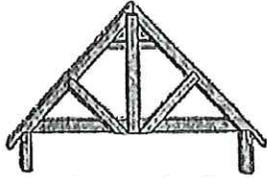
End

Barber Construction

Profit and Loss

February - August, 2024

	TOTAL
Income	
Construction Income	814,501.53
Total Income	\$814,501.53
Cost of Goods Sold	\$436,453.34
GROSS PROFIT	\$378,048.19
Expenses	
Advertising and Promotion	590.28
Auto and Truck Expenses	8,293.09
Bank Service Charges	8,636.16
Business Licenses and Permits	2,298.26
Casual Labor	6,731.00
Computer & Internet	1,255.38
Continuing Education	5,186.71
Donation	300.00
Dues & Subscriptions	880.36
Insurance Expense	12,642.12
Interest Expense	17,555.59
Meals Expense	4,312.11
Office Supplies	11,274.54
Parking & Tolls	11.00
Payroll Expenses	75,017.39
Postage	279.35
Professional Fees	12,827.88
Repairs and Maintenance	2,489.41
Storage Fee	2,497.00
Taxes - Property	7,763.37
Taxes-Other	794.70
Telephone Expense	1,343.63
Travel Expense	5,202.84
Utilities	8,133.48
Total Expenses	\$196,315.65
NET OPERATING INCOME	\$181,732.54
Other Income	
CC Rewards	224.94
Total Other Income	\$224.94
Other Expenses	
Corp Tax	6,100.84
Total Other Expenses	\$6,100.84
NET OTHER INCOME	\$ -5,875.90
NET INCOME	\$175,856.64



Barber Construction Co., Inc.
"YOUR HOMETOWN BUILDER"
(804)731-1051

Barber Construction Co., Inc.
402 E. Poythress St, Hopewell, VA 23860
support@barberconstructioncoinc.com
(804) 731-1051

Barber Construction Co., Inc.

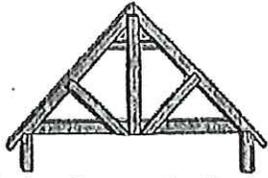
BUSINESS PLAN

402 E. Poythress St

Hopewell, VA 23860

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I. EXECUTIVE SUMMARY

Barber Construction Co Inc (referred to from hereon in as the "Company" was established as a C-Corporation at 402 E. Poythress St, Hopewell, Virginia 23860 with the expectation of expansion in the residential and commercial construction industry.

Business Description

The Company was formed on 10/20/1965 as a C-Corporation under Virginia state laws and headed by Jesse Lee "Jake" Barber. Barber Construction Co., Inc is a Class A Contractor, endorsements in CBC and RBC, with 59 years of experience in building.

I, Donald Barber, am the President of Barber Construction Co., Inc., fifty percent owner in Vision BBQ, President of Good Ship Brewing & Eatery and the President of D-Town Rentals. I have many partnerships with the Hopewell Downtown Partnership, Hopewell City Staff and HPG Chamber of Commerce and continue to grow new relationships.

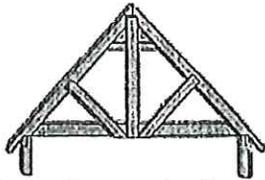
Management Team

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Office Manager - Mariah Barber

Office Administrator - Chris Hager



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New Service

The Company introduces the following services to the market:

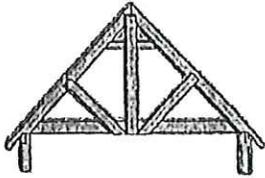
New Residential Construction Single Family Homes, Additions, Renovations, Commercial Building Construction

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Industry Overview

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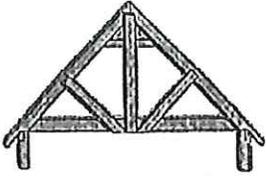
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Attached we have provided the following financial information:

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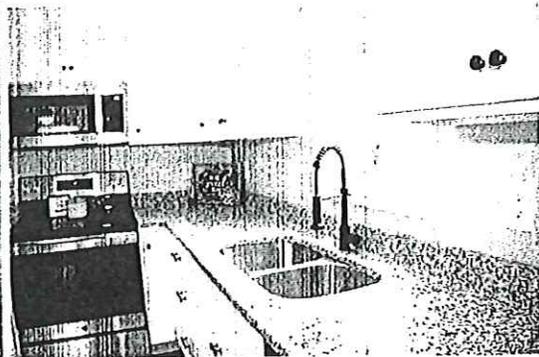
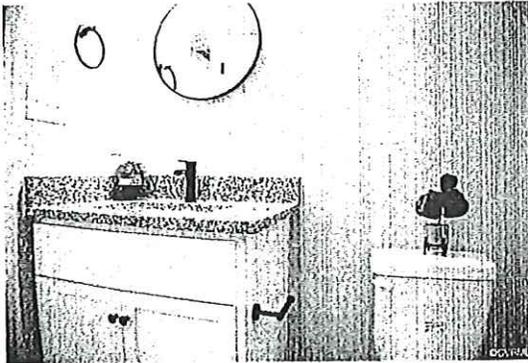
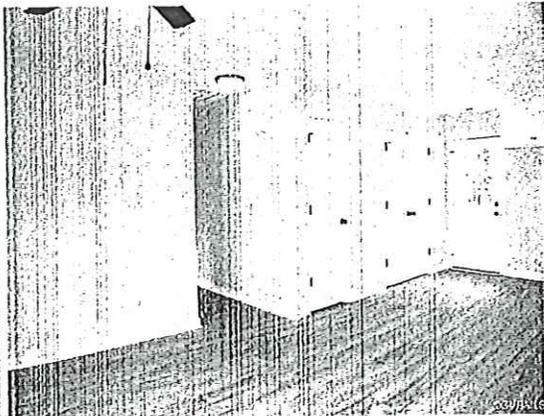


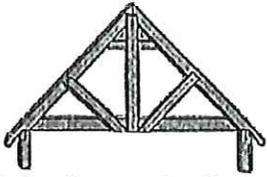
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V. PROOF OF EXPERIENCE

2107 Freeman St, Hopewell, VA 23860 | 3 Beds, 2 Baths | 1,100 Sq Ft. | Sold for \$229,000

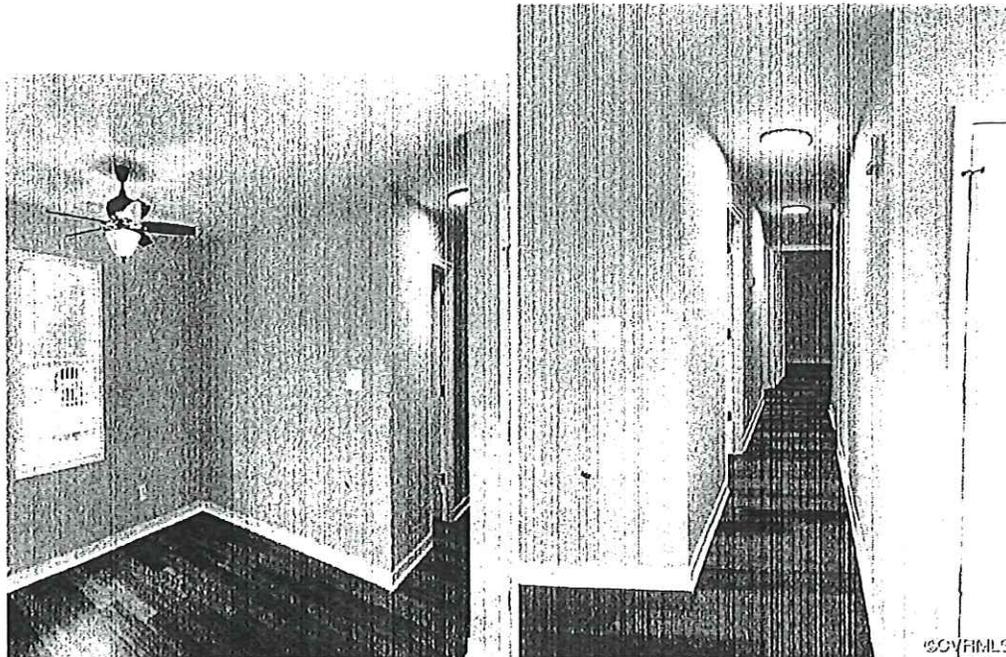
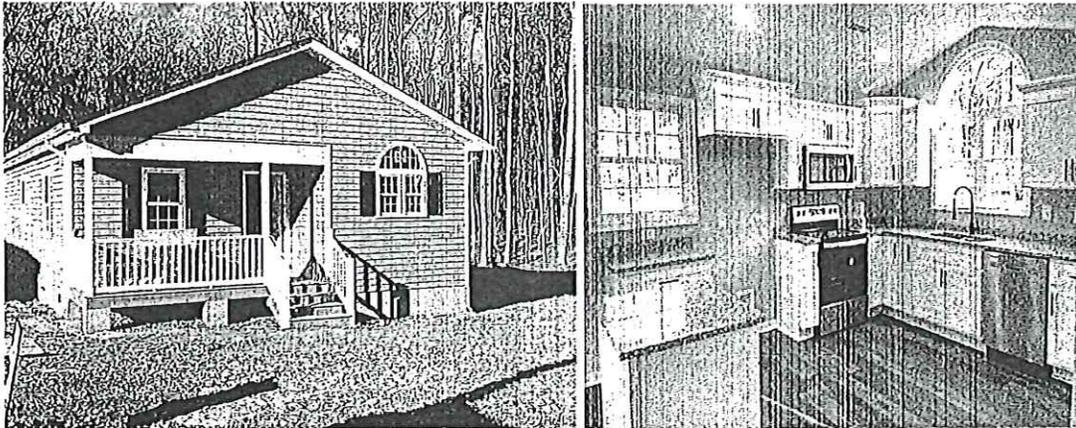




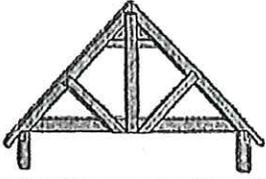
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2103 Freeman St, Hopewell, VA 23860 | 3 Beds, 2 Baths | 1,100 Sq Ft | Sold For \$235,000



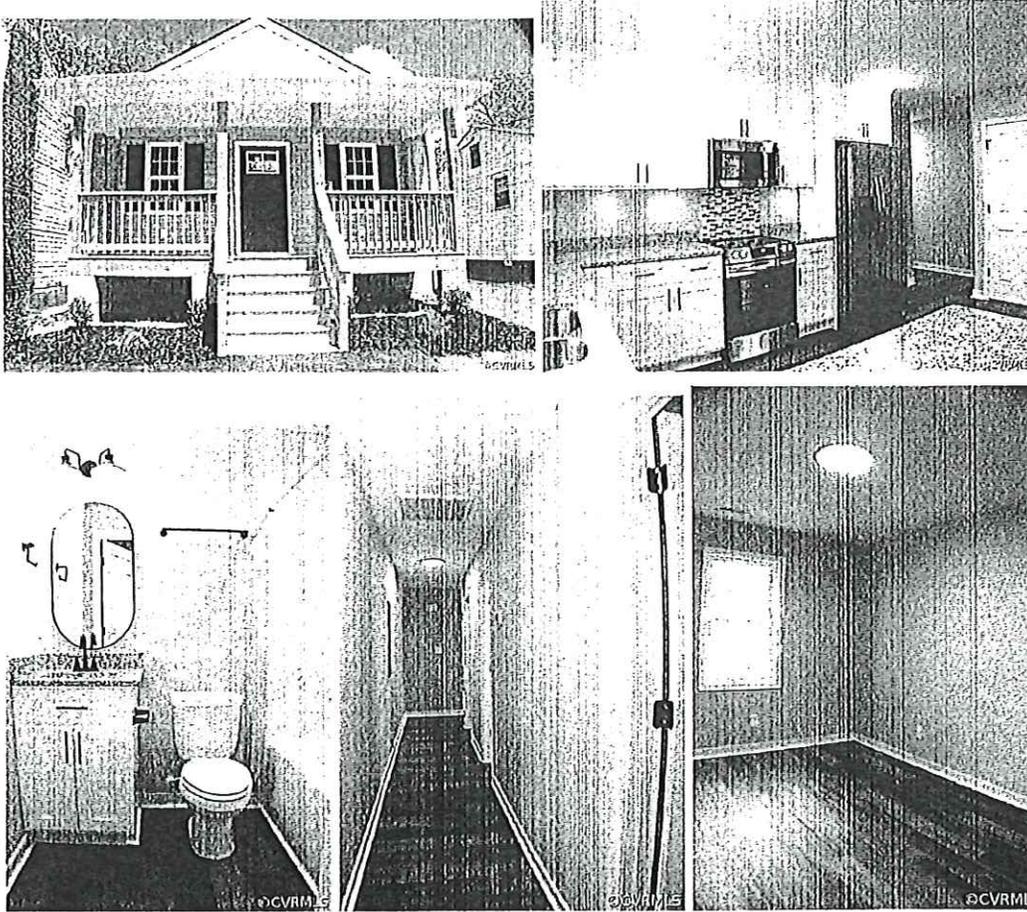
©COVERMILLS

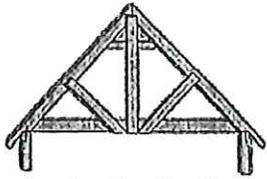


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411 S. Jefferson St, Petersburg, VA 23803 | 3 Beds, 2 Baths | 1,144 Sq Ft | Sold For \$234,900

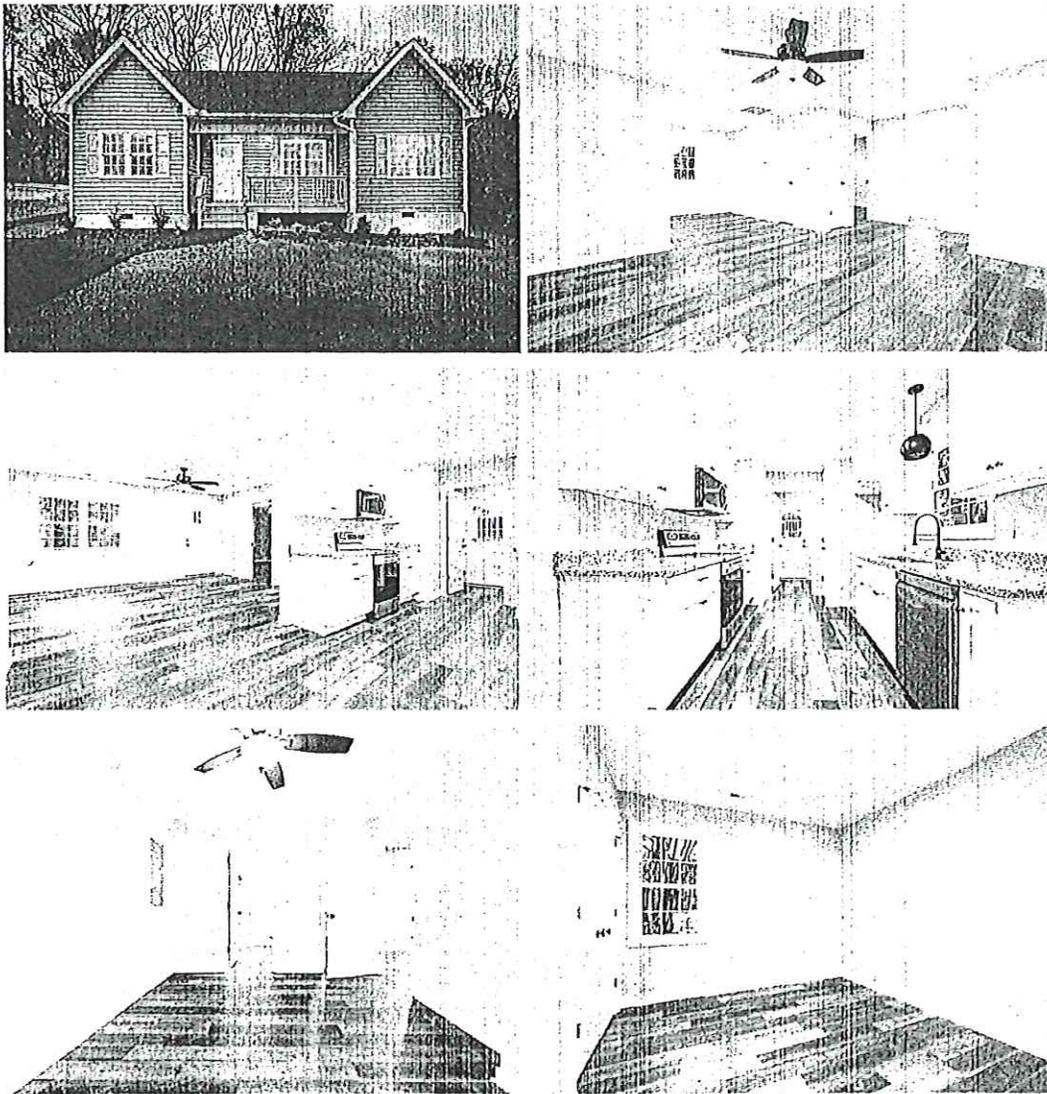


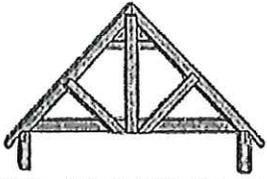


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1815 Sunnyside Ave, Hopewell, VA 23860 | 3 Beds, 2 baths | Closing for \$275,000

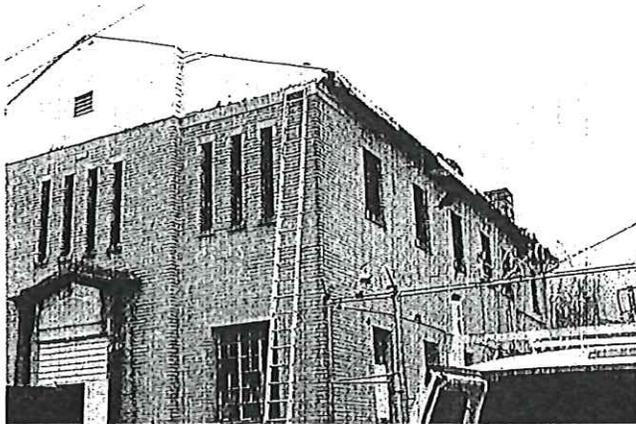
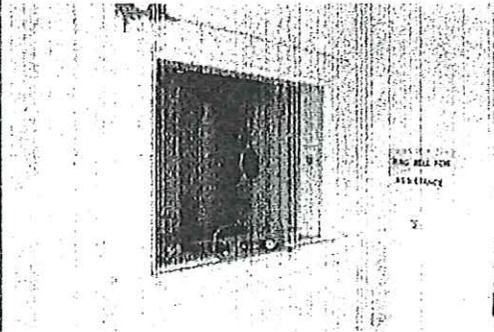
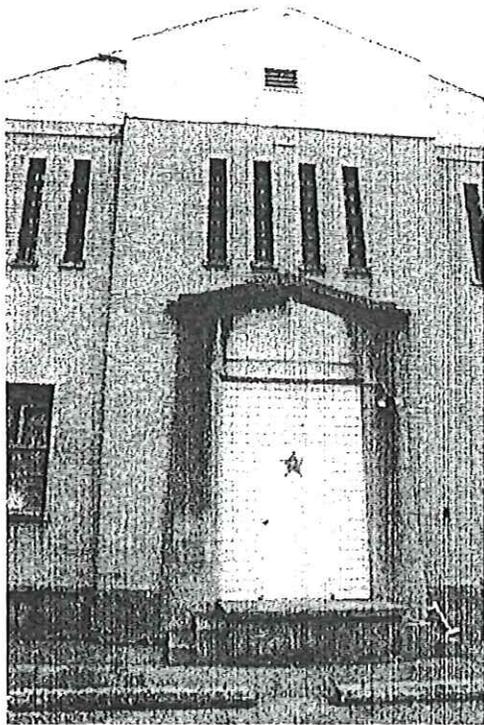


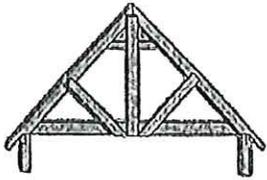


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BEFORE the Rehabilitation of 402 E . Poythress St, Hopewell, VA 23860 | Old Hopewell City Jail

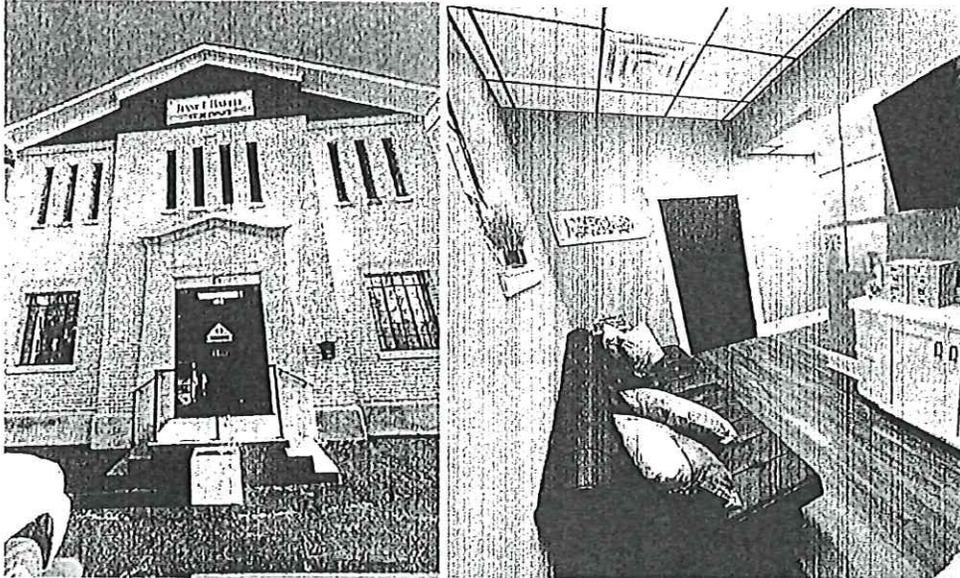


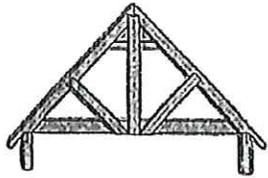


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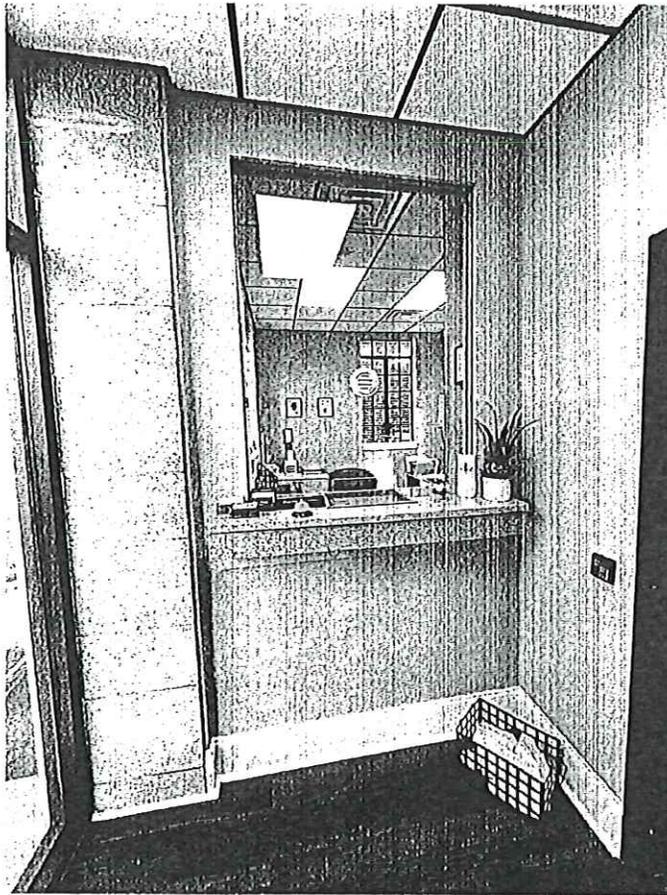
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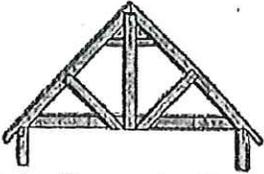


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THIS CONCLUDES THE END OF THIS DOCUMENT



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Re: 201 Graham Rd, Petersburg, VA 23803

The cost of construction would be \$175,000 and Barber Construction Co Inc, would sell the property for about \$250,000. The construction time will be within 60 days of purchase of the property and closing, we will start breaking ground

Thank you for your attention to this matter.

Respectfully,

Barber Construction Co., Inc.
License #: 2701010056
Donald S. Barber
President

Thank you for banking with Touchstone Bank. If you need assistance, contact customer service.

**Barber Construction Co Inc .ECONOMY
BUSINESS-0585**

\$129,204.12
Available balance

Pending Transactions

No Records Available

Posted Transactions

Date	Description	Withdrawal/Deposit	Balance
11/12/2024	Check 3007	-\$59,043.78	3129,204.12
11/07/2024	INCOMING WIRE FEE-P202411070109153	\$35.00	3188,247.90
11/07/2024	ORIG:COOPERATIVE BUSINESS SERVICES TRN:P202411070109153	\$75,873.44	3188,282.90
11/05/2024	Internet Transfer To 3565	-\$50,000.00	3112,409.46
11/05/2024	Internet Transfer To 3565	-\$16,000.00	3162,409.46
11/05/2024	Internet Transfer From 3565	\$50,000.00	3178,409.46
10/30/2024	Internet Transfer From 3565	\$125,000.00	3128,409.46

Account Summary

Available Balance	\$129,204.12
Current Balance	\$129,204.12
As Of	11/20/2024
Interest Paid YTD	\$0.00
Interest Rate	0%
Interest Accrued	\$0.00
Last Deposit Amount	\$75,873.44

End

Barber Construction

Profit and Loss

February - August, 2024

	TOTAL
Income	
Construction Income	814,501.53
Total Income	\$814,501.53
Cost of Goods Sold	\$436,453.34
GROSS PROFIT	\$378,048.19
Expenses	
Advertising and Promotion	590.28
Auto and Truck Expenses	8,293.09
Bank Service Charges	8,636.16
Business Licenses and Permits	2,298.26
Casual Labor	6,731.00
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Other Expenses	
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Total Other Expenses	\$6,100.84
NET OTHER INCOME	\$ -5,875.90
NET INCOME	\$175,856.64

Petersburg, Virginia

Parcel: 032030019

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	201 GRAHAM RD Petersburg, VA	Congressional Disrict:	4
Legal Acreage:	.121	City Ward:	4
Legal Description:	LOT 26 BOLLING PLAT 48 X 110	Polling Place:	Union Train Station
Subdivision:	Bolling (Central Park)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
CAMERON FOUNDATIONTHE	10/11/2013	\$0	2013/2820
	7/13/2005	\$0	2005/3211

Assessments

Valuation as of	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024
Effective for Billing:	07/01/2020	07/01/2021	07/01/2022	07/01/2023	07/01/2024
Reassessment					
Land Value	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200

Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels



Parcel #: 032030019

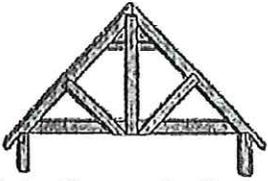
Date: 11/26/2024

Feet



1:4,514 / 1"=376 Feet

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



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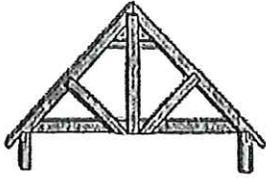
BUSINESS PLAN

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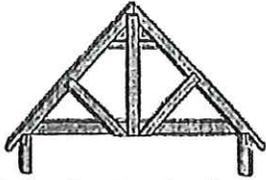
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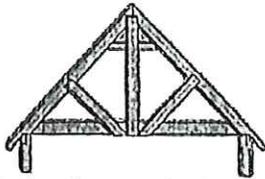
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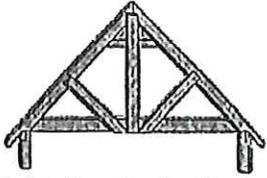
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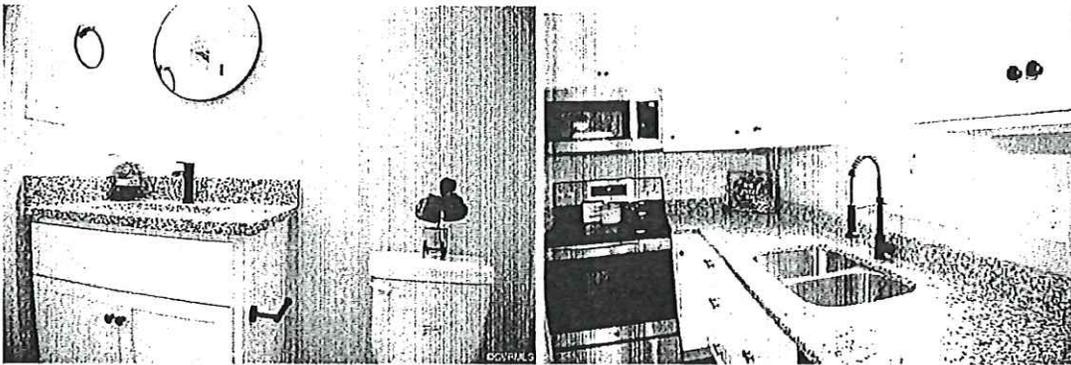


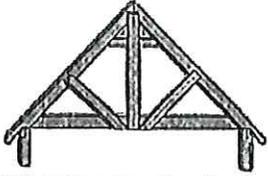
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2107 Freeman St, Hopewell, VA 23860 | 3 Beds, 2 Baths | 1,100 Sq Ft. | Sold for \$229,000

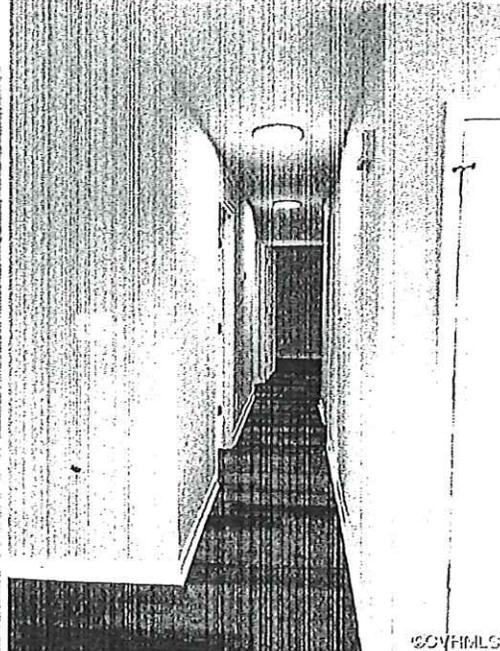
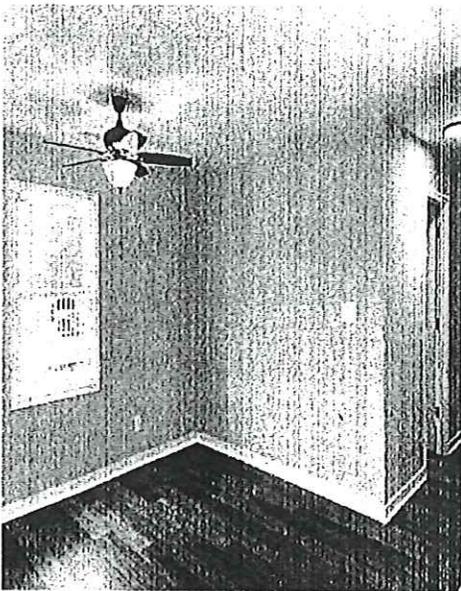
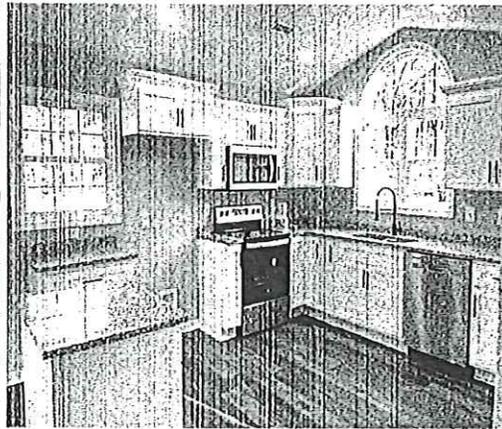
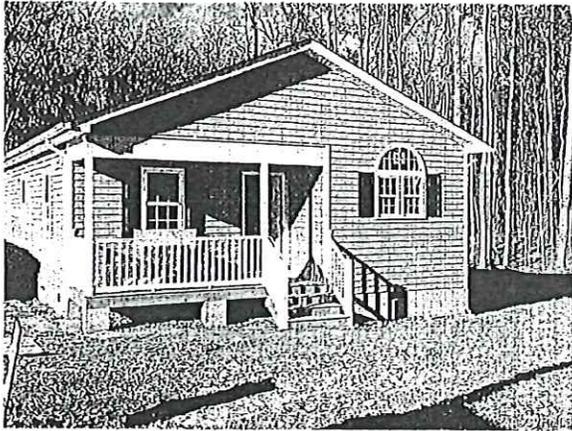




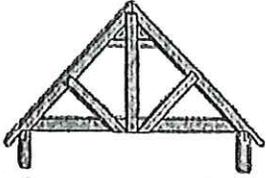
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"YOUR HOMETOWN BUILDER"
(804)731-1051

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402 E. Poythress St, Hopewell, VA 23860
support@barberconstructioncoinc.com
(804) 731-1051

2103 Freeman St, Hopewell, VA 23860 | 3 Beds, 2 Baths | 1,100 Sq Ft | Sold For \$235,000



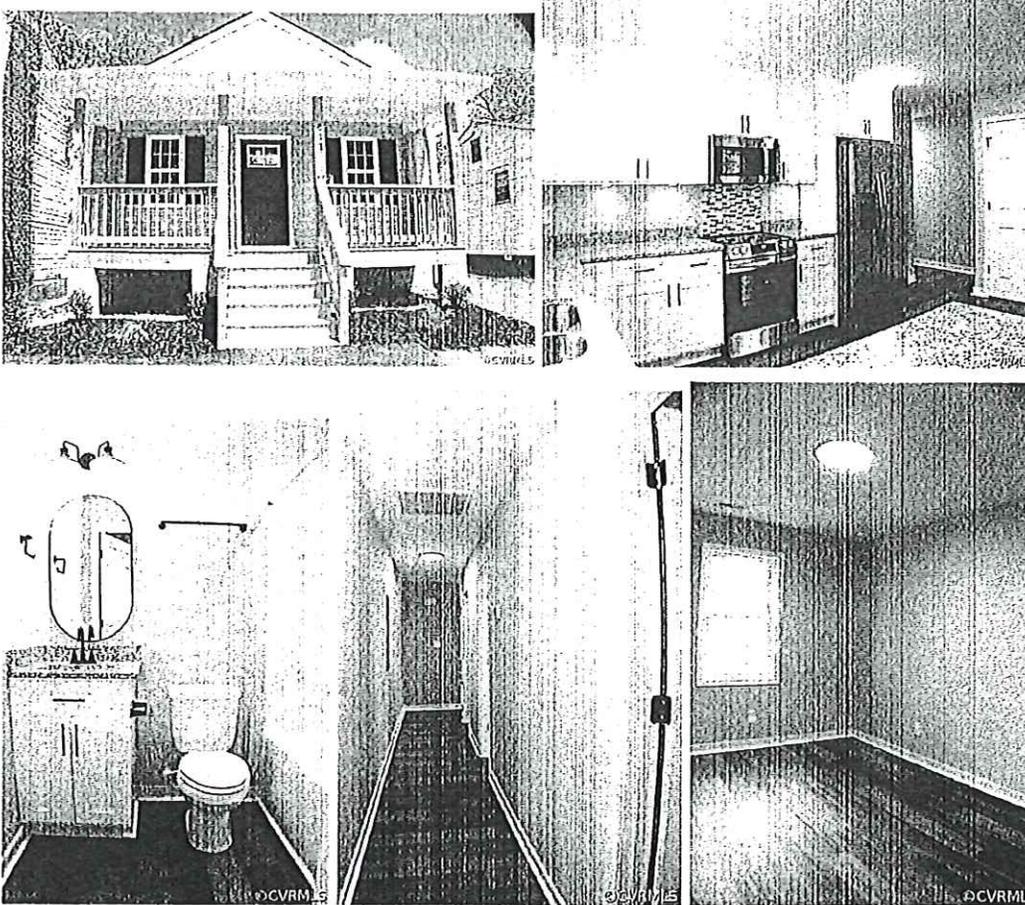
©2011 HMLS

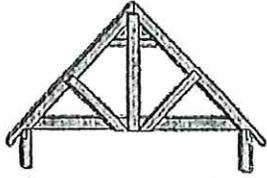


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411 S. Jefferson St, Petersburg, VA 23803 | 3 Beds, 2 Baths | 1,144 Sq Ft | Sold For \$234,900

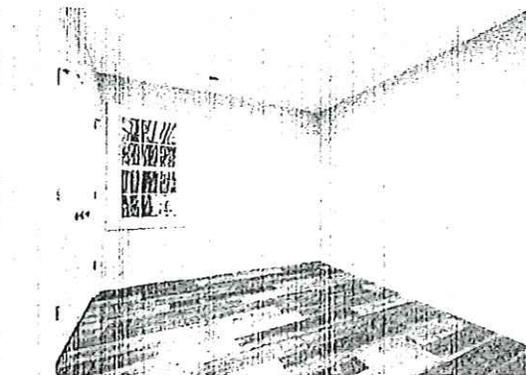
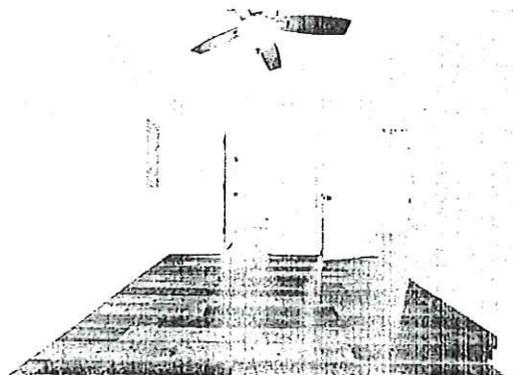
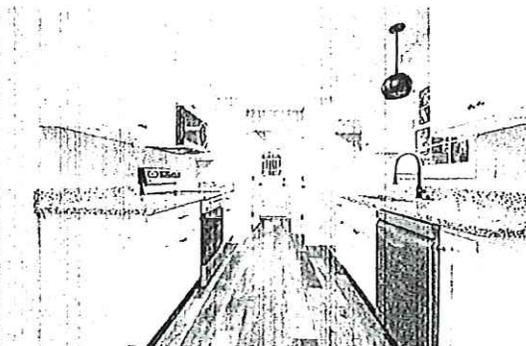
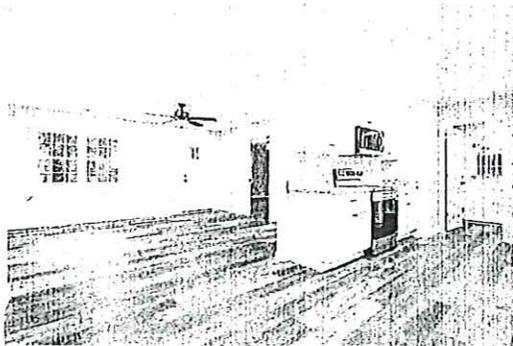
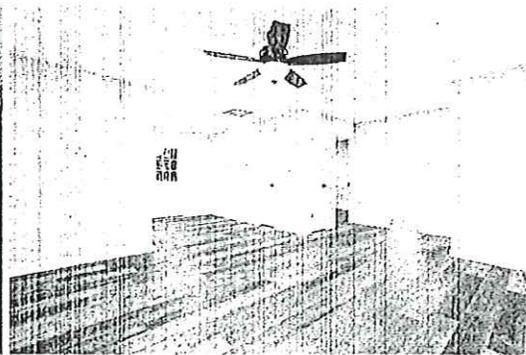


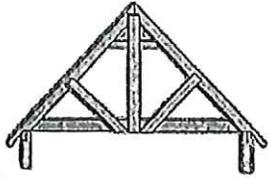


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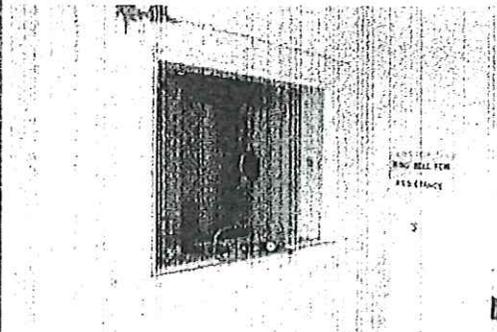
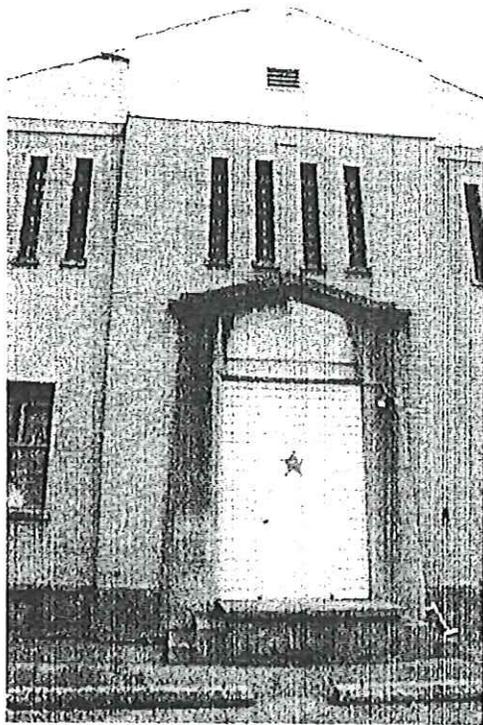


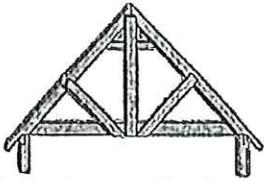


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BEFORE the Rehabilitation of 402 E . Poythress St, Hopewell, VA 23860 | Old Hopewell City Jail

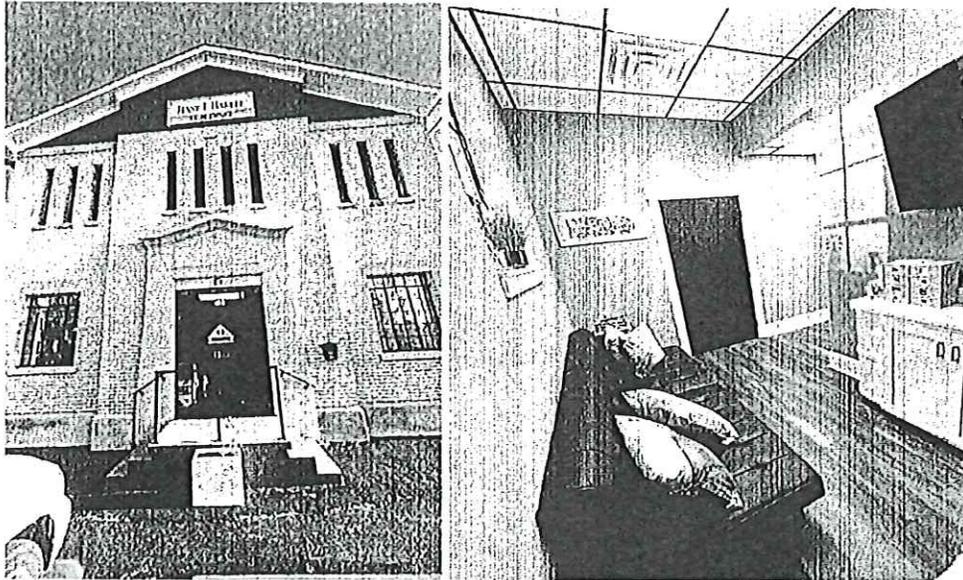


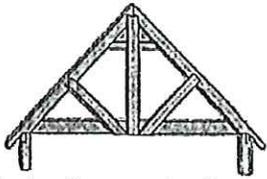


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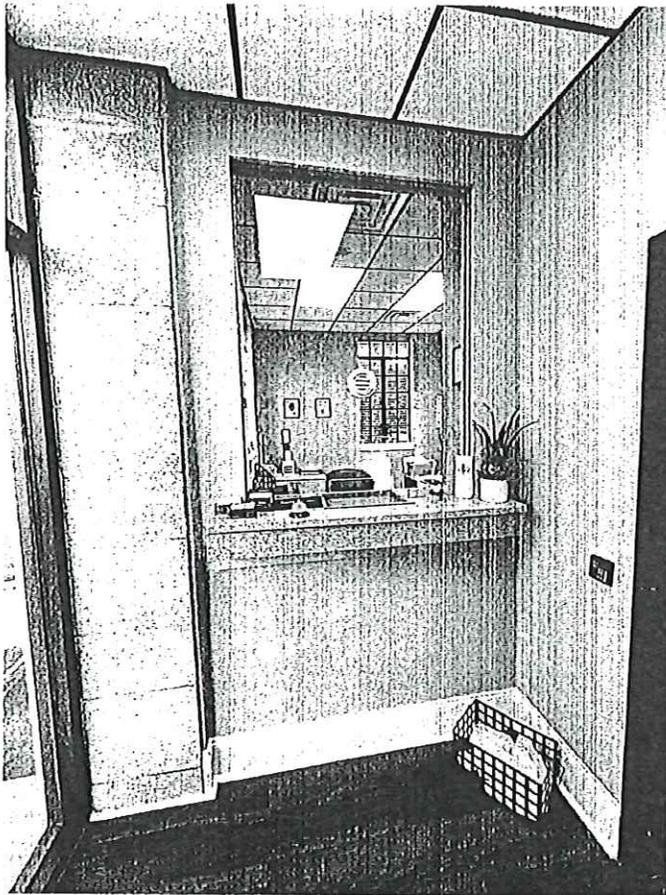
AFTER the Rehabilitation of 402 E . Poythress St, Hopewell, VA 23860 | Old Hopewell City Jail



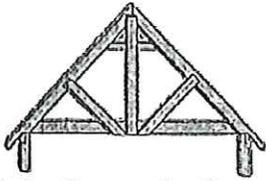


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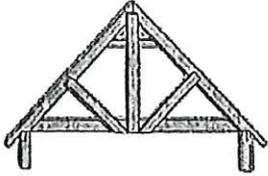
BUSINESS PLAN

402 E. Poythress St

Hopewell, VA 23860

(804) 731-1051

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I. EXECUTIVE SUMMARY

Barber Construction Co Inc (referred to from hereon in as the "Company" was established as a C-Corporation at 402 E. Poythress St, Hopewell, Virginia 23860 with the expectation of expansion in the residential and commercial construction industry.

Business Description

The Company was formed on 10/20/1965 as a C-Corporation under Virginia state laws and headed by Jesse Lee "Jake" Barber. Barber Construction Co., Inc is a Class A Contractor, endorsements in CBC and RBC, with 59 years of experience in building.

I, Donald Barber, am the President of Barber Construction Co., Inc., fifty percent owner in Vision BBQ, President of Good Ship Brewing & Eatery and the President of D-Town Rentals. I have many partnerships with the Hopewell Downtown Partnership, Hopewell City Staff and HPG Chamber of Commerce and continue to grow new relationships.

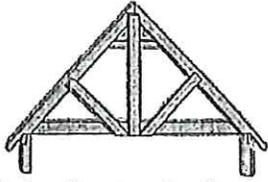
Management Team

The Company has assembled an experienced management team:

President - Donald Barber

Office Manager - Mariah Barber

Office Administrator - Chris Hager



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Business Mission

At Barber Construction Co., Inc., we take pride in being "Your Hometown Builder" in Hopewell, VA. Our mission is to bring visions and ideas to life with exceptional craftsmanship and a deep commitment to our community. We strive to build not just structures, but lasting relationships with all of our clients, ensuring every project reflects the unique character and needs of our beloved hometown.

New Service

The Company introduces the following services to the market:

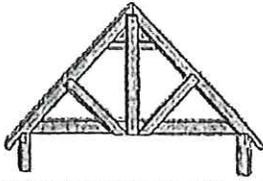
New Residential Construction Single Family Homes, Additions, Renovations, Commercial Building Construction

II. BUSINESS SUMMARY

Industry Overview

In the United States, the residential and commercial construction industry presently is a major contributor to the economy, creating nearly \$2.1 trillion in structures yearly.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decision: Affordability, Location, Square Footage, Basic Features, Energy Efficiency, Build Quality, Reputation of the Builder, Warranty, Timeline For Completion, and Potential for Future Appreciation.



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Business Goals and Objectives

Long Term:

We specialize in building single-family starter homes on unoccupied land to provide new homebuyers with affordable options for their first home. Our goal is to create welcoming communities and offer quality housing solutions that make homeownership accessible to everyone.

III. MARKETING SUMMARY

Target Markets

The Company's major target markets are as follows: Potential Homeowners, Real Estate Developers, Commercial Property Managers, DIY enthusiasts and Contractors.

The estimated number of potential clients within the Company's geographic scope is 30-50 annually. In October 2024, both Hopewell and Petersburg, Virginia were sellers markets, meaning more people were looking to buy than there were homes available.

The estimated number of potential clients within the Company's geographic scope is

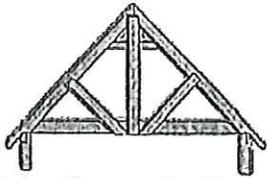
Services

First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts or complaints. This is expected to create a loyal brand following and return business.

IV. FINANCIAL PLAN

Attached we have provided the following financial information:

PFS for Donald Barber and current Bank Statement

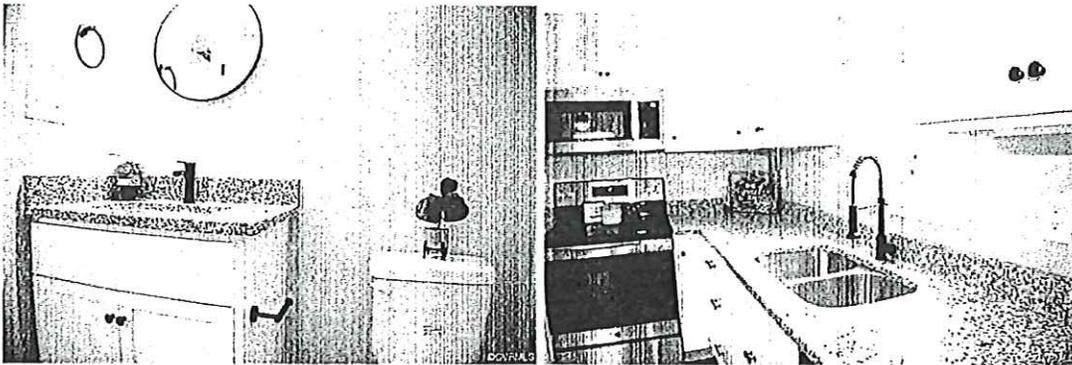


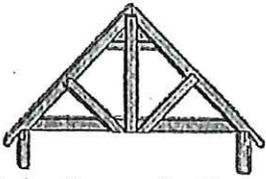
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V. PROOF OF EXPERIENCE

2107 Freeman St, Hopewell, VA 23860 | 3 Beds, 2 Baths | 1,100 Sq Ft. | Sold for \$229,000

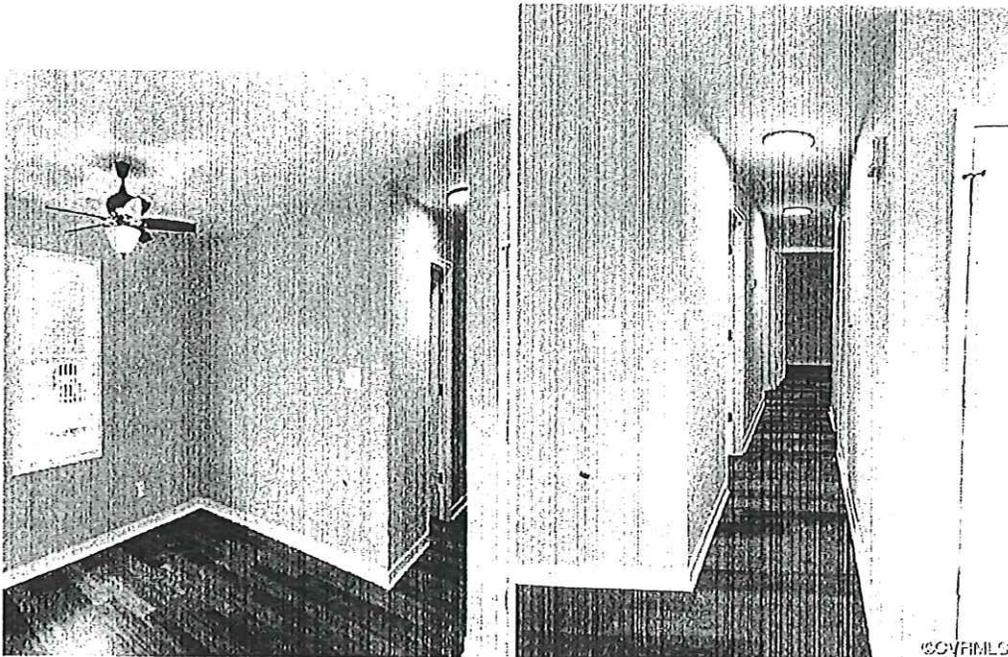
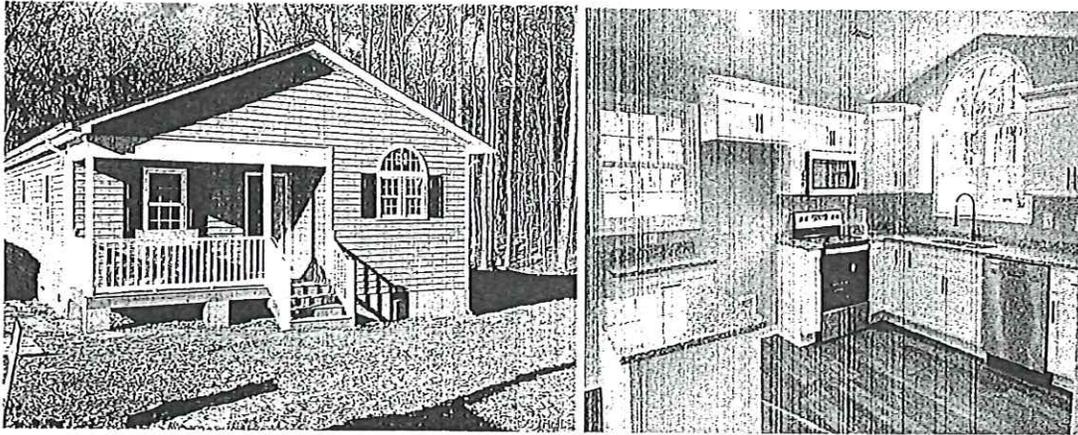


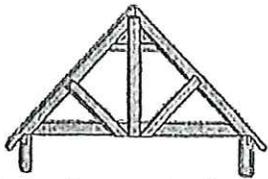


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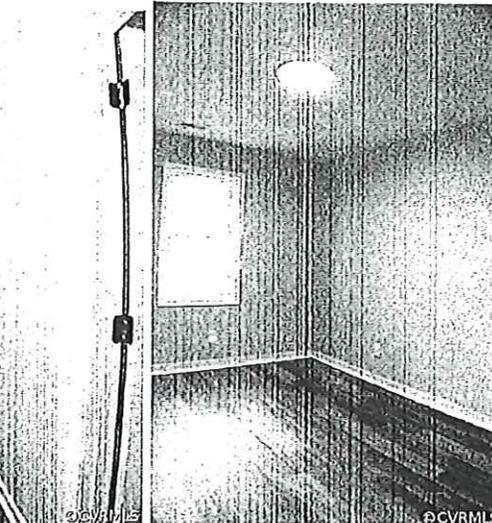
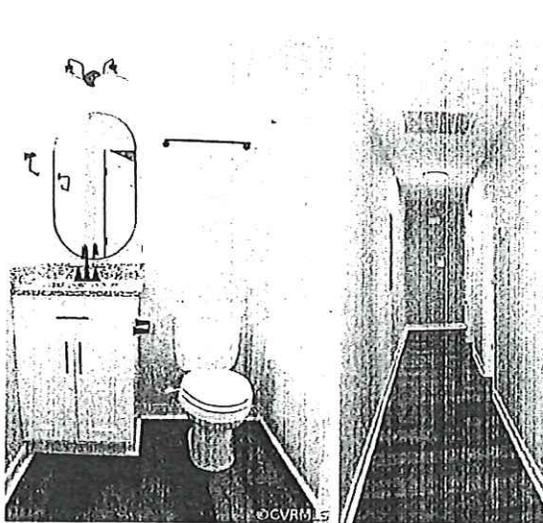
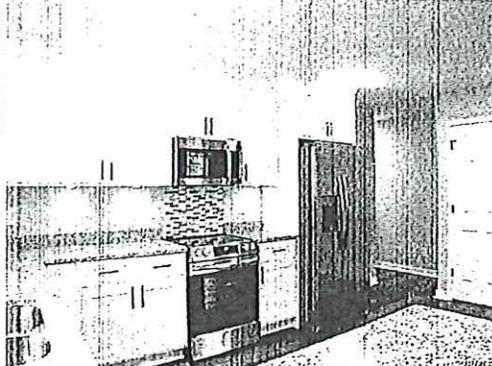
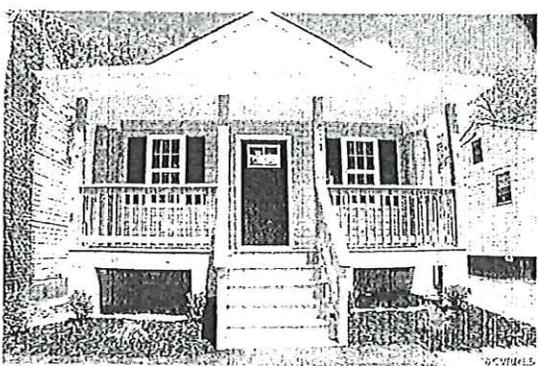


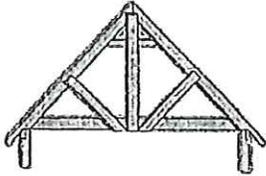


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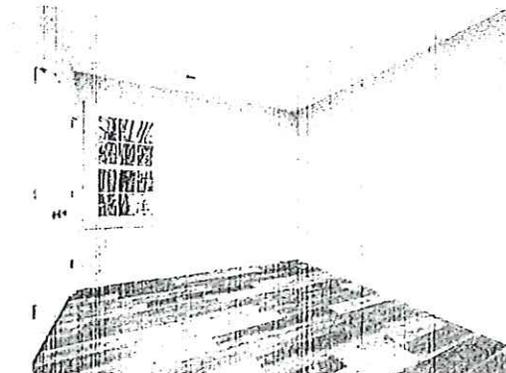
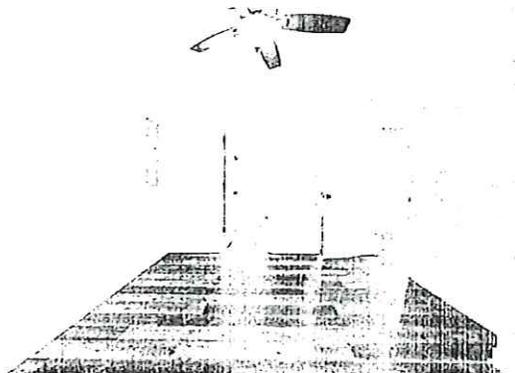
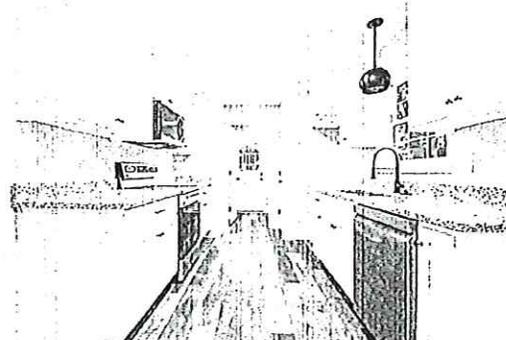
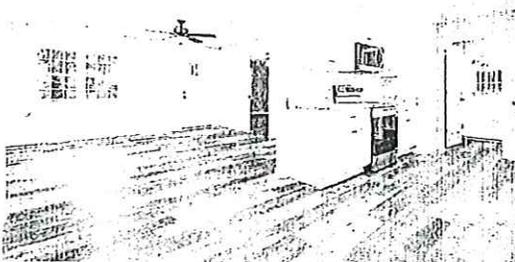
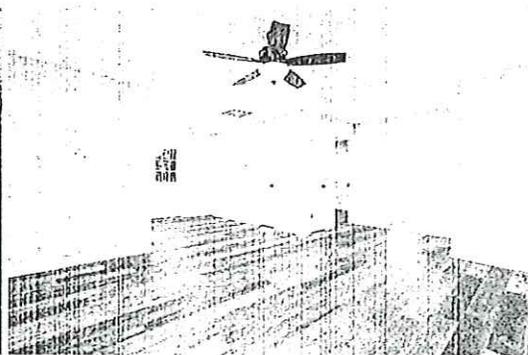
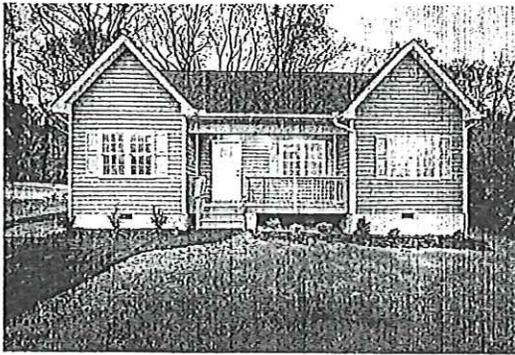


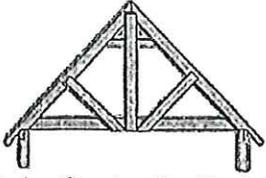


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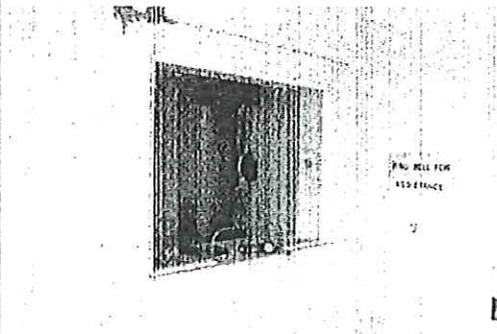
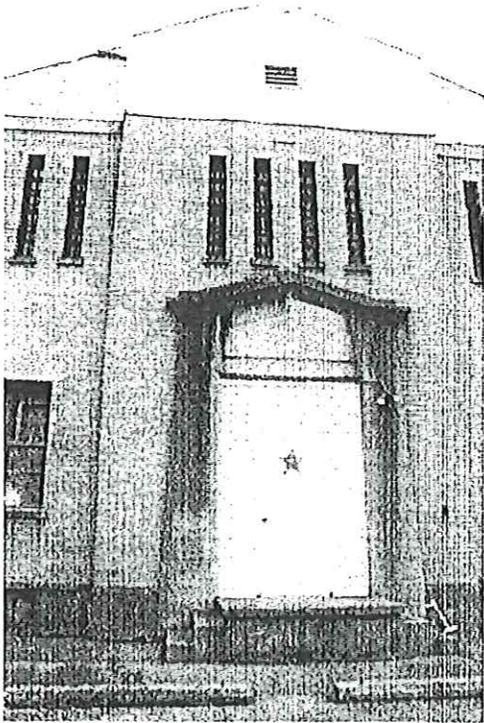


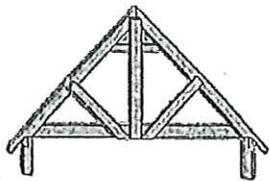


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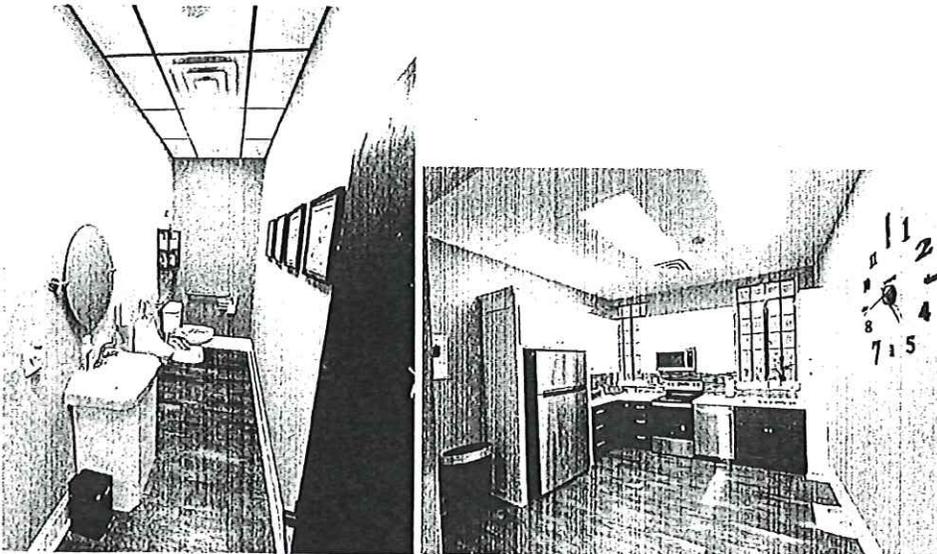
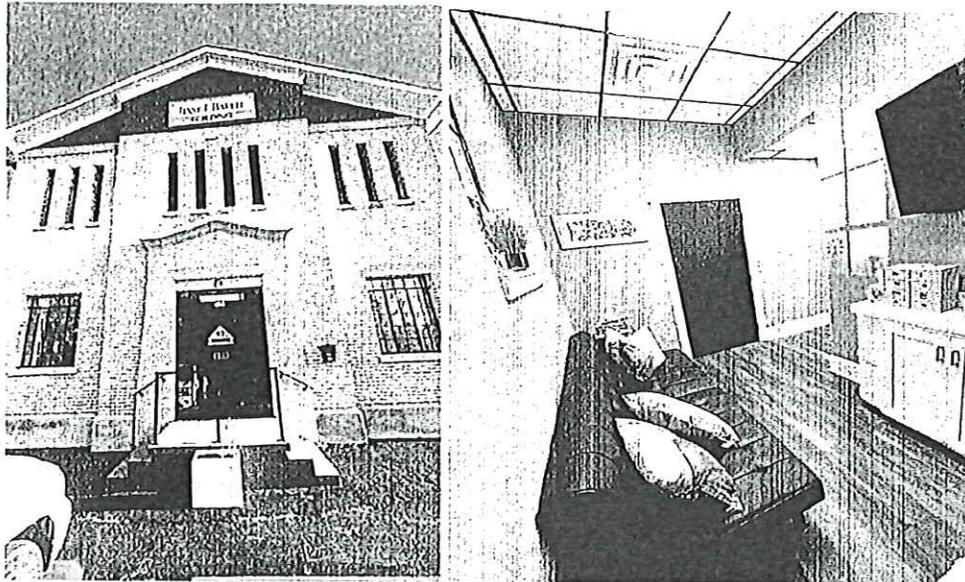


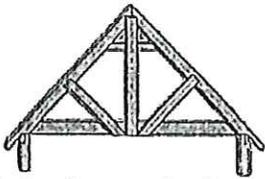


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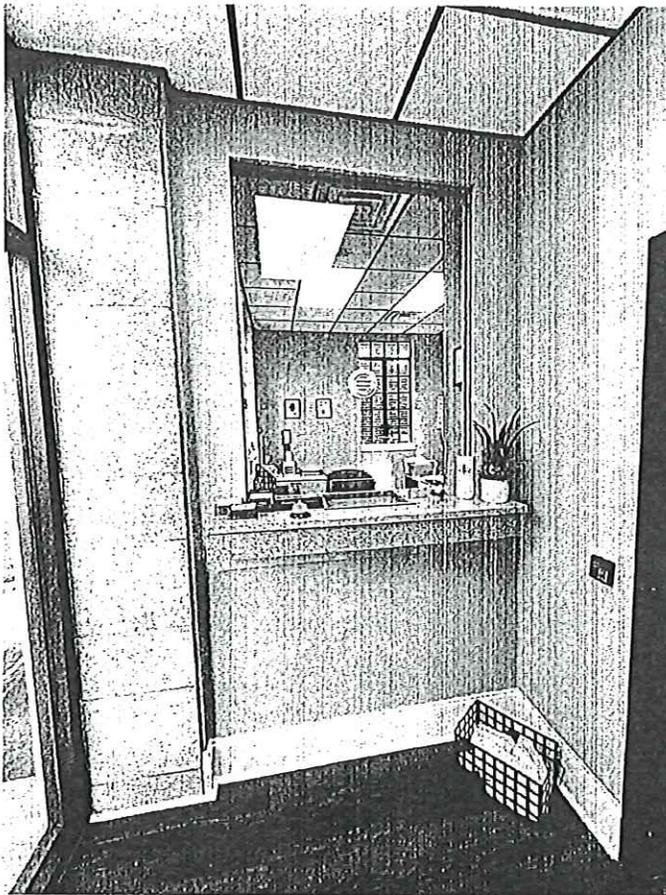
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THIS CONCLUDES THE END OF THIS DOCUMENT

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels

Feet



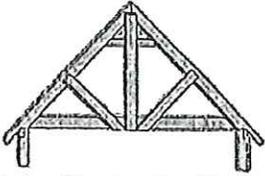
1:4,514 / 1"=376 Feet



Parcel #: 032030019

Date: 11/26/2024

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Re: 201 Graham Rd, Petersburg, VA 23803

The cost of construction would be \$175,000 and Barber Construction Co Inc, would sell the property for about \$250,000. The construction time will be within 60 days of purchase of the property and closing, we will start breaking ground

Thank you for your attention to this matter.

Respectfully,

Barber Construction Co., Inc.
License #: 2701010056
Donald S. Barber
President

Petersburg, Virginia

Parcel: 032030019

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	201 GRAHAM RD Petersburg, VA	Congressional District:	4
Legal Acreage:	.121	City Ward:	4
Legal Description:	LOT 26 BOLLING PLAT 48 X 110	Polling Place:	Union Train Station
Subdivision:	Bolling (Central Park)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
CAMERON FOUNDATIONTHE	10/11/2013	\$0	2013/2820
	7/13/2005	\$0	2005/3211

Assessments

Valuation as of	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024
Effective for Billing:	07/01/2020	07/01/2021	07/01/2022	07/01/2023	07/01/2024
Reassessment					
Land Value	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200

Property Tax (Coming Soon)

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Thank you for banking with Touchstone Bank. If you need assistance, contact customer service.

**Barber Construction Co Inc .ECONOMY
BUSINESS-0585**

\$129,204.12
Available balance

Pending Transactions

No Records Available

Posted Transactions

Date	Description	Withdrawal/Deposit	Balance
11/12/2024	Check 3007	-\$59,043.78	3129,204.12
11/07/2024	INCOMING WIRE FEE-P202411070109153	\$35.00	3188,247.90
11/07/2024	ORIG:COOPERATIVE BUSINESS SERVICES TRN:P202411070109153	\$75,873.44	3188,282.90
11/05/2024	Internet Transfer To 3565	-\$50,000.00	3112,409.46
11/05/2024	Internet Transfer To 3565	-\$16,000.00	3162,409.46
11/05/2024	Internet Transfer From 3565	\$50,000.00	3178,409.46
10/30/2024	Internet Transfer From 3565	\$125,000.00	3128,409.46

Account Summary

Available Balance	\$129,204.12
Current Balance	\$129,204.12
As Of	11/20/2024
Interest Paid YTD	\$0.00
Interest Rate	0%
Interest Accrued	\$0.00
Last Deposit Amount	\$75,873.44

End

Barber Construction

Profit and Loss

February - August, 2024

	TOTAL
Income	
Construction Income	814,501.53
Total Income	\$814,501.53
Cost of Goods Sold	\$436,453.34
GROSS PROFIT	\$378,048.19
Expenses	
Advertising and Promotion	590.28
Auto and Truck Expenses	8,293.09
Bank Service Charges	8,636.16
Business Licenses and Permits	2,298.26
Casual Labor	6,731.00
Computer & Internet	1,255.38
Continuing Education	5,186.71
Donation	300.00
Dues & Subscriptions	880.36
Insurance Expense	12,642.12
Interest Expense	17,555.59
Meals Expense	4,312.11
Office Supplies	11,274.54
Parking & Tolls	11.00
Payroll Expenses	75,017.39
Postage	279.35
Professional Fees	12,827.88
Repairs and Maintenance	2,489.41
Storage Fee	2,497.00
Taxes - Property	7,763.37
Taxes-Other	794.70
Telephone Expense	1,343.63
Travel Expense	5,202.84
Utilities	8,133.48
Total Expenses	\$196,315.65
NET OPERATING INCOME	\$181,732.54
Other Income	
CC Rewards	224.94
Total Other Income	\$224.94
Other Expenses	
Corp Tax	6,100.84
Total Other Expenses	\$6,100.84
NET OTHER INCOME	\$ -5,875.90
NET INCOME	\$175,856.64



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Naomi Siodmok, Director of Planning and Community Development

FROM: March Altman, Jr.

RE: **First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg Pertaining to Short-Term Rental Uses in the City of Petersburg**

PURPOSE: To define, permit, and regulate short-term rentals.

REASON: A number of residential properties in the City are utilized for short-term rental, but the City currently has no registry of these properties, and the use is currently unregulated by the Zoning Ordinance. The proposed text amendment would introduce short-term rental as a use in the Ordinance, allowing the City to create a registry of properties conducting short-term rentals and to introduce standards to regulate the use.

RECOMMENDATION: Approval

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

- 2022 - Discussion on this topic began
- 2023 - Met with the City Manager, Joanne Williams, and Brittany Flowers to discuss reviving this text amendment in anticipation of the casino
- July 2024 – May 2025: Working with the Planning Commission and subcommittee to create the language presented today.
- March 17, 2025 – Created a subcommittee to review draft regulations; clarifications were incorporated
- May 1, 2025 – Planning Commission recommended approval in a 5 ayes to 0 nays vote.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 1. Updated 24-ZTA-09 Memo
2. 2. Short Term Rental UPDATED
3. 3. Ordinance 24-ZTA-09
4. 4. Updated Draft Text



City of Petersburg

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

MEMORANDUM

DATE: June 2025

TO: Mayor and City Council

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

RE: 2024-ZTA-09: Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg Pertaining to Short-Term Rental Uses in the City of Petersburg.

EXECUTIVE SUMMARY:

A number of residential properties in the City are utilized for short-term rental, but the City currently has no registry of these properties, and the use is currently unregulated by the Zoning Ordinance. The proposed text amendment would introduce short-term rental as a use in the Ordinance, allowing the City to create a registry of properties conducting short-term rentals and to introduce standards to regulate the use.

An initial public hearing was held with the Planning Commission on October 3, 2024, and the Commission requested several changes to the drafted text, including allowing short-term rental uses in the Mixed Use Zoning Districts and allowing a “grace period” for operators of properties currently offered as short-term rentals. A second public hearing was held on January 2, 2025, and the Planning Commission tabled the item so that a subcommittee could review the recommendations. The subcommittee recommended several clarifications of the drafted text and at the April 3, 2025 meeting, the Planning Commission directed staff to remove the requirement for a special use permit for short-term rental uses where a property owner does not occupy a rental unit as their primary residence.

The updated text is reflective of the changes from the subcommittee and full Planning Commission and is being brought back for Planning Commission action. Planning staff recommend approval of the text amendment as drafted.

CHRONOLOGY OF EVENTS

1. July-September 2024 – The Planning Commission has a potential text amendment regarding short-term rental uses, including being surveyed on preferences for use standards. At the September 5 meeting, Staff were directed to bring the proposed amendment to public hearing.
2. October 3, 2024 – The Planning Commission held a public hearing on draft short-term rental regulations. The Commission requested several changes, and it was decided to hold a new public hearing in December.
3. November 7, 2024 – Staff presented draft changes based on the Commission’s comments; the Commission stated the changes seemed to address their concerns from October.
4. December 5, 2024 – A public hearing on the amendment was scheduled but not held due to time constraints.
5. January 2, 2025 – A public hearing on the amendment was held and the Planning Commission deferred action until a subcommittee could be appointed to review the drafted regulations.
6. March 17, 2025 – The subcommittee met and directed staff to make several clarifications to the ordinance and consult with the City Attorney on the grace period for existing rental properties.
7. April 3, 2025 – Staff reported to the full Planning Commission on the City Attorney’s recommendation and were directed to remove the requirement for a special use permit for short-term rental of non-owner-occupied properties.
8. May 1, 2025 – Planning Commission recommended approval of the short-term rental language in a 5 (aye) and 0 (nay) vote.

BACKGROUND

Short-term rental refers to the rental of a dwelling unit or room for fewer than 30 days in exchange for payment. Short-term rental uses are commonly associated with entities like Airbnb, Homestay, or Flipkey. Short-term rental uses typically occur within the residence of the operator and distinguishing them from traditional bed-and-breakfast inns, which are built specifically for transient guests and include eating accommodations and a resident-manager on site. An unknown number of dwellings within the City are currently used for short-term rental and the properties are not tracked or governed by any specific regulations in the Zoning Ordinance. Without being listed in the Ordinance, the use is technically prohibited.

The Code of Virginia empowers the City to regulate short-term rental as a land use and to create a registry of properties being used for short-term rental. Penalties can be applied to properties which fail to register that are. The City can also require Special Use Permits for short-term rentals of property that are not occupied by a property owner as their primary residence.

Proposed Changes

The proposed text amendment would introduce short-term rental as a permitted use in the R-3 Two-Family Residence, R-4 Multiple-Dwelling, R-5 Multiple-Dwelling, R-6 High Rise, RB Office-Apartment, MXD-1, Mixed Use, MXD-2, Mixed Use, B-2 General Commercial, and B-3 Central Commercial District. The use would be by-right but subject to certain development standards as covered below.

The former draft of the text would have required a special use permit to operate a short-term rental in a property not occupied by the owner as their primary residence, but that requirement was removed at the direction of Planning Commission. Short-term rental of apartment units would be permitted but limited to no more than ten units or one-third of total units in a development, whichever is less. On properties where apartments are being used for short-term rental when the text amendment is adopted, those rentals may continue regardless of the number or portion of units as long as they register by the deadline and no additional units are rented in cases that exceed the established limits.

The proposed amendment would stipulate that properties used for short-term rental would need to register annually with the Zoning Administrator to certify the property meets regulations. A penalty fee would apply to any property that does not register. Existing short-term rental properties would be given a grace period through October 1, 2025 to register. Approval to operate as a short-term rental would be revocable based on violations of any regulations and operators would not be able to re-register for the remaining portion of the year in which they lose a license. In cases of repeated violations, the Zoning Administrator can prohibit rental of that property indefinitely. Prior to a revocation, a rental operator would be made aware of the applicable violations and would be given a chance to appeal the revocation to the Board of Zoning Appeals within 30 days.

The proposed text amendment would also introduce Article 39 of the Zoning Ordinance which would introduce specific regulations of the use which would include:

- Operators must provide floor plans and emergency contact information to the City and renters and provide smoke detectors, carbon monoxide detectors, and fire extinguishers in accordance with the Building Code
- Lodging accommodations are limited to primary structures
- The primary renter must be at least 18 and the total number of overnight renters cannot exceed the maximum occupancy of the dwelling unit based on its underlying zoning. Additionally, no more than six unrelated individuals will be allowed in the rental unit at one time during the rental
- Rental units cannot be double-booked or split to accommodate multiple parties
- No recreational vehicles, buses, or trailers associated with a short-term rental use can be visible on the property or an adjoining street
- No signs are permitted associated with the short-term rental use
- The dates for trash and recycling collection for a property shall be posted for renters and renters are required to follow City policy on waste disposal

- A short-term rental operator cannot prepare or serve food or beverages to guests
- A property used for short-term rental cannot include commercial use unless that use is permitted by the Zoning Ordinance

Inspection of properties for compliance with these regulations would be required prior to approval of a registration as well as in the case of any complaints against the property. Failure of an operator to allow an inspection could result in revocation of a registration.

COMPREHENSIVE PLAN CONSIDERATIONS

In general, The PetersburgNEXT Comprehensive Plan speaks to the importance of the hospitality industry within the City, mentioning that hospitality uses are expanding and should be accommodated as the City looks towards the future. The plan also specifically mentions short-term rental uses as potential revenue streams not currently being utilized by the City.

The Comprehensive Plan is supportive of permitting short-term rental uses and further appears to support the creation of a registry to ensure that those uses are accounted for and taxed appropriately.

CITY COUNCIL
MEETING

JUNE 2025



2024-ZTA-09:

Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg Pertaining to Short-Term Rental Uses in the City of Petersburg.

Purpose + About

To define, permit, and regulate short-term rentals.

Short-term Rental – rental of dwelling unit or room for fewer than 30 consecutive days, in exchange for payment.

Examples: AirBNB, FlipKey, Homestay

Use exists within City but not accounted for; currently not spoken to in Zoning Ordinance

Background

2022 - Discussion on this topic began

2023 - Met with the City Manager, Joanne Williams, and Brittany Flowers to discuss reviving this text amendment in anticipation of the casino

July 2024 – May 2025: Working with the Planning Commission and subcommittee to create the language presented today.

March 17, 2025 – Created a subcommittee to review draft regulations; clarifications were incorporated

May 1, 2025 – Planning Commission recommended approval in a 5 ayes to 0 nays vote.

Where/How Permitted

- To be allowed by-right in higher-density residential districts (R-3, 4, 5, and 6), mixed use (MXD-1 and 2), and commercial districts that allow multi-family housing (RB, B-2, and B-3).
- Registry to be created with deadline to register for existing rentals; operators to apply to Zoning Administrator annually and verify compliance with standards; \$500 applies for existing rentals not registered by deadline or rentals operating without registering after deadline.
- Use standards included in text to speak to safety, occupancy, minimum standards, and penalties for violations.

Use Standards

- Limited to primary structure.
- Need to be at least 18 years of age to rent.
- Overnight guests to never exceed six unrelated adults.
- No visible or on street recreational vehicle storage associated with use.
- No signage.
- Trash is the responsibility of renters/operators to ensure it is taken out on time.
- No food prepared by property owner for guests.
- No prohibited commercial uses allowed.

Other Key Components

- All short-term rental uses will be subject to the same registration process; no units will require a special use permit regardless of whether the owner occupies the dwelling as their primary residence.
- Limit on number of apartment units that can be rented will still apply (max of ten or 1/3 of units, whichever is less), but existing units can be registered by October 1 deadline and continue to be rented.

Revocation

Registration can be revoked for:

1. Failure to collect and/or remit any required taxes or to register and maintain a business license for the short-term rental use:
 - a) Three or more substantiated claims of failure to maintain compliance with regulations set forth in this article within a 12-month period
 - b) The failure to abide by other regulations in the Zoning Ordinance
 - c) Before revocation, written notice will be provided by the Zoning Administrator.

A short-term rental operator whose registration has been revoked shall not be eligible to re-register for the remaining portion of the calendar year and for the entire succeeding calendar year. If a registration is reinstated and subsequently revoked for the same property, the Zoning Administrator may prohibit any subsequent registration of that property.

Comprehensive Plan Considerations

- Hospitality uses are expanding and should be accommodated as City looks forward.
- Existing short-term rentals are currently un-utilized revenue stream.
- Plan recommends ensuring that short-term rental uses pay taxes; registry is first step in this process.

Planning Commission Recommendation + Next Steps

Planning Commission recommended approval in a five ayes to 0 nays vote.

After adoption and creation of a registry, Petersburg can levy a tax on short term rental establishments.

Sample Motion

I move that we **APPROVE/DENY/AMEND** an amendment to the Zoning Ordinance of the City of Petersburg Pertaining to Short-Term Rental Uses in the city.

IF DENIED: state the reason why.

IF AMENDED: with the following amendment...

AN ORDINANCE TO ADOPT ARTICLE 39. – SHORT-TERM RENTAL REGULATIONS AND AMEND AND READOPT ARTICLE 3. – DEFINITIONS, ARTICLE 8. – R-3 TWO-FAMILY RESIDENCE DISTRICT REGULATIONS, ARTICLE 9. – R-4 MULTIPLE DWELLING DISTRICT REGULATIONS, ARTICLE 18.1, MXD-1 MIXED USE DISTRICT, AND ARTICLE 18.2, MXD-2 MIXED USE DISTRICT AS SET FORTH IN THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, TO PERMIT AND INTRODUCE REGULATIONS FOR SHORT-TERM RENTAL USES IN THE CITY

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 3. – Definitions, Article 8. – R-3 Two-Family Residence District Regulations, Article 9.- Multiple Dwelling District Regulations, Article 18.1.- MXD-1, Mixed Use District, and Article 18.2.- MXD-2, Mixed Use District, which deal with land uses in the City and regulation of such uses; and

WHEREAS, there are residential properties throughout the City currently being used for short-term rental, which is not a permitted use according to the Zoning Ordinance; and

WHEREAS, City Council is supportive of allowing short-term rental uses within certain districts which permit residential uses and subject to certain regulations as well as creating a registry of properties being used for short-term rental; and

WHEREAS, The Planning Commission supports the adoption of Article 39. – Short-term rental regulations to create the aforementioned registry and introduce use standards for short-term rental uses; and

WHEREAS, the PetersburgNEXT Comprehensive Plan is supportive of hospitality uses in general and short-term rental uses in particular, but mentions the need to register short-term rental properties to raise revenue through appropriate taxes; and

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

NOW THEREFORE BE IT ORDAINED that the City Council does hereby approve of an ordinance adopting Article 39. – Short-term Rental Regulations and amending and readopting Article 3. – Definitions, Article 8. – R-3 Two-Family Residence District Regulations, Article 9.- Multiple Dwelling District Regulations, Article 18.1, MXD-1, Mixed Use District, and Article 18.2, MXD-2, Mixed Use District, as indicated in Exhibit A.

ARTICLE 3. - DEFINITIONS

Section 2. Definitions.

Abattoir. A commercial slaughterhouse.

.....

Short-term loan establishment. A business licensed to make payday loans under Chapter 18 of Title 6.2, Code of Virginia, licensed to sell money orders or engage in the business of money transmission under Chapter 19 of Title 6.2, Code of Virginia, registered as a check casher under Chapter 21 of Title 6.2, Code of Virginia, or licensed to make motor vehicle title loans under Chapter 22 of Title 6.2, Code of Virginia. Banks, savings and loans institutions, credit unions, and retail stores, among others, are not considered to be short-term loan establishments.

Short-term rental. The provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

Short-term rental operator. The proprietor of any dwelling, lodging, or sleeping accommodations offered as a short-term rental, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other possessory capacity.

Short-term renter. Any person who contracts with a short-term rental operator to occupy a short-term rental in exchange for a charge for such occupancy, and any companions or guests of such person.

Sign. A sign is any structure, or part thereof or any device attached to, painted on, or represented on a building, fence or other structure, upon which is displayed or included any letter, work, model, banner, flag, pennant, insignia, decoration, device or representation used as, or which is in the nature of an announcement, direction, advertisement or other attention-directing device. A sign shall not include a similar structure or device located within a building, except illuminated signs within show windows.

.....

ARTICLE 8. "R-3" TWO-FAMILY RESIDENCE DISTRICT REGULATIONS

Section 2. Use regulations.

A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the "R-1A" Single-Family Residence District;
- (2) Institutions of an educational or religious nature;
- (3) Two-family dwellings;
- (4) *Short-term rental of an existing dwelling, subject to the provisions of Article 39, Short-term rental regulations.*

ARTICLE 9. "R-4" MULTIPLE DWELLING DISTRICT REGULATIONS

Section 2. Use regulations.

A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the "R-1A" Single-Family Residence District;
- (2) Two-family dwelling;
- (3) Multiple-family dwelling or group of dwellings designed to be operated as a unit by an individual, partnership, corporation or cooperative;
- (4) Off-street parking of private automobiles in connection with any use permitted in this section;
- (5) Short-term rental of an existing dwelling, subject to the provisions of Article 39, Short-term rental regulations.

ARTICLE 18.1. "MXD-1" MIXED USE DISTRICT

Section 2. Use regulations.

Within the "MXD-1" Mixed Use District, the permitted uses are as follows:

- (a) *Residential:*
 - (1) Single-family and two-family residences;
 - (2) Residential townhouses.
 - (3) Redevelopment and adaptive reuse of existing structures, originally designed for ground level commercial use and upper floor residential use, to multiple-family dwelling designed to be operated as a unit by an individual, partnership, corporation or cooperative. Such redevelopment/adaptive reuse shall not exceed four dwelling units. Off-street parking regulation as per article 19 of this zoning ordinance shall apply.
 - (4) Short-term rental of an existing dwelling, subject to the provisions of Article 39, Short-term rental regulations.

ARTICLE 18.2. "MXD-2" MIXED USE DISTRICT

Section 1. Purpose.

Section 2. Use regulations.

A building or premises shall be used for the following purpose:

(a) *Residential:*

- (1) Single-family and two-family residences;
 - (2) Residential townhouses;
 - (3) Short-term rental of an existing dwelling, subject to the provisions of Article 39, Short-term rental regulations.
-
-

ARTICLE 39. SHORT-TERM RENTAL REGULATIONS

Section 1. – Registry.

1. Prior to utilizing any dwelling unit for short-term rental, a short-term rental operator shall apply to be registered by the Zoning Administrator who shall review the application for conformance with this article. Registrations shall be recertified yearly no later than January 31.
2. The registration form shall include the following information:
 - a. The name, telephone number, address, and email address of the short-term rental operator;
 - b. If the property shares a common wall or common driveway with another property owner, proof of written notification to such property owner(s);
 - c. The designation of a responsible party who will be available twenty-four (24) hours a day, seven (7) days a week, to respond to and resolve issues and complaints that arise during the period of time in which the dwelling is being used for short-term rental;
 - d. Certification that the short-term rental unit meets the requirements of this article and, as part of the registration, the operator is agreeing to permit inspections of the home (at reasonable times and after notice has been provided) to address complaints. Failure to permit such an inspection is grounds for registration suspension;
 - e. Proof of commercial general liability in a coverage amount of at least one million dollars (\$1,000,000.00).
3. Registration is not required for persons who are (i) licensed by the Real Estate Board or a property owner who is represented by a real estate licensee; (ii) registered pursuant to the Virginia Real Estate Time-Share Act (§ 55.1-2200); (iii) licensed or registered with the Department of Health, related to the provision of room or space for lodging; or (iv) licensed or registered with the locality, related to the rental or management of real property, including licensed real estate professionals, hotels, motels, campgrounds, and bed and breakfast establishments.
4. An operator's failure to register a short-term rental property prior to use shall result in a registration fee of \$500 as a penalty. Until the operator has completed registration, including payment of the registration fee, the property shall not be offered for short-term rental.
5. The owner or manager of any property actively providing room or space for dwelling, sleeping, or lodging purposes for fewer than thirty (30) consecutive days in exchange for a charge at the time of adoption of the article may register the property by no later than October 1, 2025, without incurring the penalty fee outlined in Section 1.4.

Section 2. - Safety.

1. Each short-term rental operator shall provide to the Zoning Administrator and conspicuously post within the short-term rental a floor plan of the layout of the dwelling unit, on which floor plan the short-term rental operator shall label the following:
 - a. The use of each room;
 - b. The occupancy level of sleeping rooms and cooking facilities;
 - c. The location and size of emergency egress and rescue openings; and
 - d. The location of fire and carbon monoxide detectors.
2. Smoke detectors, fire extinguishers, and carbon monoxide detectors shall be present and functional in compliance with the current edition of the Virginia Uniform Statewide Building Code.

3. The name and telephone number of the responsible party shall be conspicuously posted within the short-term rental unit.

Section 3. - Use standards.

Short-term rental uses shall adhere to the following:

1. Lodging accommodations shall be limited to primary structures;
2. The principal short-term renter shall be at least eighteen (18) years of age;
3. The number of overnight guests during a short-term rental shall not exceed the maximum number of occupants that would otherwise be permitted to reside in the dwelling by the Zoning Ordinance. The total occupant load of the dwelling at any one time during the rental shall not exceed six (6) unrelated adults;
4. No short-term rental operator shall agree to more than one booking transaction during the same period that results in reservations for two or more separately-booked short-term renters to occupy the same short-term rental at the same time;
5. No recreational vehicles, buses, or trailers shall be parked on the adjoining street or visible on the property in conjunction with the short-term rental use;
6. No signage may be placed on the exterior of a dwelling in conjunction with the short-term rental use;
7. The dates for trash and recycling collection shall be posted prominently within the short-term rental unit. Short term rental operators and/or renters shall be responsible for management of waste in accordance with Chapter 94 – Solid Waste of the City code;
8. No food shall be prepared for or served to guests by the property owner or short-term rental operator; and
9. No short-term rental operator shall offer, provide, advertise or permit use of a dwelling unit for any commercial use that is prohibited by law.

Section 4. - Short-term rental of multiple-family dwelling units.

For multiple-family dwellings, a maximum of ten (10) or one-third (1/3) of the dwelling units, whichever is lesser, on a lot shall be registered for short-term rental use unless the dwelling units used for such short-term rental are registered in accordance with Section 1 prior to October 1, 2025.

Section 5. - Revocation of short-term rental registration.

1. Registration approval for a short-term rental use can be revoked by the Zoning Administrator for the following reasons:
 - a. Failure to collect and/or remit any required taxes or to register and maintain a business license for the short-term rental use;
 - b. Three (3) or more substantiated claims of failure to maintain compliance with any of the regulations set forth in this article within a twelve (12) month period; and
 - c. The failure to abide by any other regulations set forth in the Zoning Ordinance or City Code
2. Before any revocation is made effective, the Zoning Administrator shall give written notice to the short-term rental operator. The notice shall be sent by certified mail and a copy of the notice shall be posted in a conspicuous place on the premises. The notice shall contain:
 - a. A description of the violation(s) constituting the basis of the revocation;

- b. If applicable, a statement of acts necessary to correct the violation(s); and
 - c. A statement that if no request for appeal is made within thirty (30) days from the date of the notice, the registration will be revoked.
3. A short-term rental operator whose registration has been revoked pursuant to this section shall not be eligible to re-register for a short-term rental use for the remaining portion of the calendar year in which the registration is revoked, and for the entire succeeding calendar year. If a registration is reinstated and subsequently revoked for the same property, the Zoning Administrator may prohibit any subsequent registration of that property.

Section 6. - Petition for review of decision by Zoning Administrator.

1. Any short-term rental operator who is aggrieved by a decision of the Zoning Administrator to revoke registration approval may petition the Board of Zoning Appeals for review of such decision pursuant to the provisions of [Article 27](#) within thirty days of the notice given by the Zoning Administrator.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Naomi Siodmok, Director of Planning and Community Development

FROM: March Altman, Jr.

RE: **First Read and Schedule a Public Hearing to Amend and Readopt the City Ordinance Pertaining to the Planning Commission to add Language Clarifying the Ability to Compensate Planning Commission Members**

PURPOSE: To formally adopt language that allows compensation for the Planning Commission's time and efforts.

REASON: The Planning Commission invests significant time in reviewing documents to make recommendations to Council on items such as rezonings, the Comprehensive Plan, and the zoning ordinance update. Compensation would be provided to support those efforts.

RECOMMENDATION: Approval

BACKGROUND: State Code § 15.2-2212 allows Planning Commissioners to be compensated for their work. This text amendment would formally adopt that language within the City's Code. This idea was presented to the Council on May 6th for consideration as a work session item and is now before you all for adoption.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Planning Commission Compensation
2. PC Comp Language
3. 3. Ordinance PC Comp

AMEND AND
READOPT THE CITY
ORDINANCE
PERTAINING TO THE
PLANNING
COMMISSION TO ADD
LANGUAGE
CLARIFYING THE
ABILITY TO
COMPENSATE
PLANNING
COMMISSIONERS

City Council

June 2025



REQUEST

Compensation for the time and effort of Planning Commissioners in performing their duties.

BACKGROUND

Came before Council as a discussion item in May. There was a mix of support and opposition. Seemed like for those that supported the idea, \$75 a meeting (based on attendance) was a reasonable payment as is currently proposed in the Planning Department's budget.

CODE LANGUAGE

City Council may provide for compensation to Planning Commission members for their services, reimbursement for actual expenses incurred, or both.

SAMPLE MOTION

I move that we APPROVE/DENY/AMEND to Amend and Readopt the City Ordinance Pertaining to the Planning Commission to add Language Clarifying the Ability to Compensate Planning Commissioners and to set that rate at \$75 per meeting, based on attendance.

IF DENIED: state the reason why.

IF AMENDED: with the following amendment...

Chapter 82 PLANNING¹

ARTICLE I. IN GENERAL

Secs. 82-1—82-30. Reserved.

ARTICLE II. PLANNING COMMISSION²

Sec. 82-31. Created.

Under the authority of the applicable provisions of state law, there is hereby created a city planning commission.

(Code 1981, § 2-156)

State law reference(s)—Duty of city to create planning commission, Code of Virginia, § 15.2-2210.

Sec. 82-32. Composition; appointment, qualifications, terms and removal of members.

- (a) The number of voting members of the planning commission shall be nine. They shall be appointed by the city council, with one member being appointed from each ward, and two members at-large, for staggered terms of four years. All voting members shall be residents of the city qualified by knowledge and experience to make decisions on questions of community growth and development. At least one-half of the members so appointed shall be owners of real property.
- (b) Two additional members, who are members of the administrative branch of the city, may be appointed to the planning commission by the city council, to serve ex officio without vote. These members shall perform such administrative duties as the commission may prescribe. The term of these members shall be coextensive with the terms of office to which they have been appointed, unless the city council, at its first regular meeting of the year, appoints another to serve as its representative.
- (c) Members of the planning commission may be removed for malfeasance in office.
- (d) The terms of the voting members shall expire on September 30.

¹Cross reference(s)—Any ordinance relative to zoning or to a zoning map saved from repeal, § 1-7(8); administration, ch. 2; buildings and building regulations, ch. 22; community development, ch. 38; environment, ch. 50; floods, ch. 58; streets, sidewalks and other public places, ch. 98; subdivisions, app. A; utilities, ch. 114; waterways, ch. 122; zoning, app. B.

State law reference(s)—Planning, subdivision of land and zoning, Code of Virginia, § 15.2-2200 et seq.; local planning commission, Code of Virginia, § 15.2-2210 et seq.

²Cross reference(s)—Boards and commissions, § 2-241 et seq.

(e) City Council may provide for compensation to Planning Commission members for their services, reimbursement for actual expenses incurred, or both.

(Code 1981, § 2-157; Ord. No. 95-96, § 2-157, 9-5-1995; Ord. No. 02-70, 10-1-2002)

State law reference(s)—Composition, etc., of planning commission, Code of Virginia, § 15.2-2212.

Sec. 82-33. Powers and duties generally.

The planning commission shall have and exercise all such powers and shall discharge all such duties and functions as are set out in applicable provisions of the state law.

(Code 1981, § 2-158)

State law reference(s)—Local planning commissions, Code of Virginia, § 15.2-2210 et seq.

AN ORDINANCE TO AMEND AND READOPT CHAPTER 82 PLANNING OF THE CITY OF PETERSBURG CODE TO INCORPORATE THE ABILITY TO COMPENSATE THE PLANNING COMMISSION FOR THEIR SERVICES

WHEREAS, the City of Petersburg Zoning Ordinance includes Chapter 82, Planning, which establishes and regulates the Planning Commission; and

WHEREAS, Planning Commissioners spend a significant amount of time preparing for meetings in order to make educated recommendations to the City Council; and

WHEREAS, State Code § 15.2-2212 allows Planning Commissioners to be compensated for their work; and

WHEREAS, the City Council supports the efforts of the Planning Commission and would like to compensate them at a rate of \$75 per meeting subject to attendance;

NOW THEREFORE BE IT ORDAINED that the City Council does hereby approve of an ordinance amending and readopting Chapter 82 Planning of the City of Petersburg Code to incorporate the ability to compensate the Planning Commission for their services.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Naomi Siodmok, Director of Planning and Community Development

FROM: March Altman, Jr.

RE: **First Read and Schedule a Public Hearing for Michal Knick to Appeal a Decision Made by the Architectural Review Board Regarding 224 E Fillmore Street in the Poplar Lawn Historic District that Determined the Windows Should be Repaired when Possible and Replaced if Necessary with Wood Clad in Aluminum - the Applicant Seeks to Replace All Windows with Wood Clad in Aluminum**

PURPOSE: For Michael Knick to appeal a decision made by the Architectural Review Board requiring him to repair original windows and only replace original windows with wood clad in aluminum if necessary. The applicant is seeking to replace all windows.

REASON: For the applicant, Michael Knick, to have an appeal hearing of an Architectural Review Board decision.

RECOMMENDATION:

BACKGROUND: On May 14, 2024, Michael Knick went before the Architectural Review Board requesting to replace the windows, repair the front gutter, and add a roof made of asphalt shingles at 224 E Fillmore Street. Most of these requests were approved by the ARB except for replacing all the windows. The ARB asked that the original windows be repaired to the greatest extent possible and only windows that cannot be repaired be replaced by aluminum clad wood.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Staff Report - 224 Fillmore
2. 224 E Fillmore COA (2)
3. denial letter

d. 224 E. Fillmore Street

Historic District: Poplar Lawn
Review Date: May 14th, 2025
Tax Parcel #: 021100001

Applicant: Michael Knick

**City of Petersburg
Architectural Review Board
Staff Report**

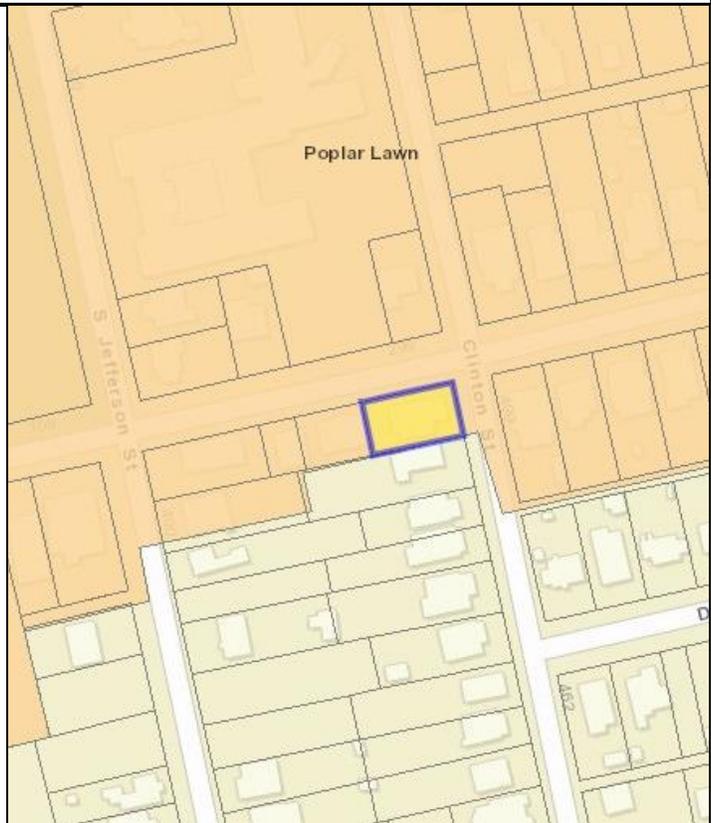


Project Description: Renovation

Applicant proposal:

- Window replacement
- Front gutter repair
- Roofing material -asphalt shingles
- Note: The house was bought with no roofing material on it, but records show the ARB approved synthetic slate to the previous owner last May.

Attachments: Application, May's certificate, Pictures



Staff Recommendation:

Windows: Removal denied based on Design Guidelines Chapter 4 Section C

Gutters: Approval based on Design Guidelines Chapter 4 Section G

Roofing: Denied based on Design Guidelines Chapter 4 Section F

The windows look like they are in decent condition, so they should be repaired where needed and then storm windows can be placed over the exterior for energy efficiency concerns. The gutters are in very bad shape, and should be replaced with either half-round, ogee or square types. Regarding the roof, since it was approved to be synthetic slate shingles last year by the ARB, I think that should still be the case for this new owner.

Edit: Our inspector noticed they have built a fence around their HVAC unit, and it is quite tall. However, it is not obstructing view in the front yard, and is behind the front line of the house, so the ARB can discuss.



City of Petersburg - Architectural Review Board
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (COA)

Address: 224 E. Filmore
Historic District: _____

Application for COA Application for Historic Building Plaque Application for Discussion

Applicant: Michael Knick (MAL310 Properties LLC) E-Mail: Mike.Knick@a.yahoo.com
Address: 1121 Goldenbrook Rd Phone: 504-910-7988

Owner: MAL310 Properties LLC E-Mail: Same
Address: 10931 Branch Rd Glen Allen Phone: Same

Firm/Contractor Preparing Plans: _____ E-Mail: _____
Address: _____ Phone: _____

Firm/Contractor to Perform Work: _____ E-Mail: _____
Address: _____ Phone: _____

Type of Project:

- Residential
 Commercial

Category:

- Repair
 Renovation, Restoration
 Change in materials
 Approval of paint colors
 Fencing
 Signage

- Addition
 Driveway, sidewalk, parking lots
 New construction
 Demolition
 Plaque
 Other:

Project Description (attached additional sheets as needed):

Please provide as much information as possible. The Architectural Review Board may deny or table requests that lack sufficient information for review and if you or your representative are not present. Please see Application Guidance and the Historic District Design Guidelines for additional information. The Historic District Guidelines are available for \$25 in the Planning Department.

Window Replacement
Front Gutter Repair
Roofing material Allowed
Michael Knick MAL310 Properties LLC
Applicant's Signature

Date

FOR OFFICE USE <u>4/14/2025</u>	
Date received: <u>4/14/2025</u>	Agenda date: _____
Tax Parcel: <u>021106001</u>	Zoning: <u>R-3</u>
Additional permits needed from planning: _____	

*A complete application must be received at least 15 days prior to a regular Architectural Review Board meeting to be heard at that meeting.

Mail body: 224 e Fillmore

1. What roofing product can I put on my property? We just purchased a property and there is no existing roofing. It's only covered in felt paper..
2. Existing dormers have no covering on the sides of them. Would like to know what is needed to meet guidelines for siding on those..
3. Front soffit and gutter are in need of replacement and or repair. Was told we could use aluminum gutters but needed to be half round. Is that correct??
4. Only 25% of my windows are functioning or are all there. Would like to replace with wooden windows clad and aluminum. Is this acceptable? I have pictures listed to show the condition of most of the windows.





















City of Petersburg

Department of Planning and
Community Development
135 N. Union Street, Room 304
Petersburg, Virginia 23803

Soren Granger
Preservation Planner
804-933-1436
sgranger@petersburg-va.org

Michael Knick
224 E Fillmore St
Petersburg, VA 23803

RE: Certificate of Appropriateness (COA) Application for 224 E Fillmore St – Poplar Lawn Historic District

Mr. Knick,

Thank you for your application for a Certificate of Appropriateness for 224 E Fillmore Street, located in the Poplar Lawn Historic District. Your request was reviewed and partially denied at our May meeting—Wednesday, May 14th, 2024. The Architectural Review Board (ARB) found the application for the windows to be replaced to not comply with our Design Guidelines Chapter 4.

Either you repair the original windows and replace the windows that cannot be repaired with the appropriate options (aluminum clad, wood or wood composite) or go before City Council. You may appeal this decision to City Council as authorized in the Zoning Ordinance Article 35, Section 13, which states:

“Whenever the architectural review board shall, in a final decision, deny an applicant a certificate of appropriateness, the applicant shall have the right to appeal to and be heard before city council, provided he files with the clerk of council, on or before thirty (30) days after the decision of the board, a notice, in writing, of his intention to appeal. Upon receipt of such notice, the clerk of council shall forthwith notify the city manager, who shall schedule a public hearing before city council at a time not to exceed thirty (30) days after receipt by the clerk of such notice. On any such appeal, the final decision of the architectural review board shall be stayed, pending the outcome of the appeal before council, except that the filing of the appeal shall not stay the decision of the board if such decision denies the right to raze, move or demolish

any historic landmarks, building or structure. The council shall conduct a full and impartial public hearing on the matter before rendering a decision. The same standards and considerations aforesaid in this article shall be applied by the council as are established for the architectural review board. By majority of those members present and voting, the council may affirm, reverse or modify the decision of the board, in whole or in part. The decision, subject to section 14 of this article, shall be final. If approved, a certificate of appropriateness shall be signed and issued by the clerk of council, and processed in the same manner as if it had been approved by the architectural review board.”

Failure to appeal the decision within 30 days will result in ratification of the Board’s decision.

Should you have questions or concerns, please feel free to contact this office at (804) 933 – 1436 or via email at sgranger@petersburg-va.org.

Respectfully,

Soren Granger
Secretary to the ARB



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Naomi Siodmok, Director of Planning and Community Development

FROM: March Altman, Jr.

RE: **First Read and Schedule a Public Hearing to Approve the Community Development Block Grant (CDBG) Funds for Program Year 2025 - 2026 and Fiscal Year 2026 as Recommended by the CDBG Advisory Board**

PURPOSE: To select subrecipients for Community Development Block Grant funds in the upcoming fiscal year (2026).

REASON: Annually, Petersburg is provided with an allocation from the Department of Housing and Urban Development of Community Development Block Grant (CDBG) funds for which the CDBG Advisory Board and CDBG Administrator work to identify subrecipients. The anticipated allocation for this year is \$585,812. The City received 24 applications and almost \$1.4 million dollars in requests for funding. The CDBG Advisory Board has recommended the funding of 17 applications.

RECOMMENDATION:

BACKGROUND: The CDBG Advisory Board began this process in December with a workshop. Applications opened in January 2025 and closed March 31, 2025. In March, a public hearing of needs was held and applicants presented their proposals. The Advisory Board also met with the City Manager and other stakeholders resulting in the recommendations before Council today.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. June 3 2025 Memo regarding presentation to City Council
2. CDBG AB Presentation to City Council_ June 2025
3. draft py25_fy26 CDBG Subrecipient Ordinance



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

MEMORANDUM

DATE: June 2025
TO: City Council
FROM: Planning and Community Development _CDBG
RE: Council Action to approve the PY25_FY26 CDBG Advisory Board Subrecipient Recommendations

SUMMARY

The CDBG Advisory Board will present to the City Council of Petersburg Virginia to request approval of their PY2025_FY2026 subrecipient recommendations for **Community Development Block Grant (CDBG)** funding. The goal is to ensure that federal funds are allocated to local organizations and projects that align with community needs and program goals.

In short, the Council's approval will formalize the funding decisions and support the effective use of CDBG resources for community development and equitable growth.

BACKGROUND

The CDBG Advisory Board has taken the following actions to arrive at recommendations for subrecipients to receive funding from the City's PY2025_FY2026 (HUD's FY2025) Community Development Block Grant (CDBG) federal allocation:

- A CDBG Workshop was hosted on Wednesday, December 18, 2024, 6:00 PM, at the Petersburg Public Library Multi-Purpose Room on the First Floor.
- The CDBG 2025 Application opened 6:00 PM on January 15th, 2025 and closed on March 31, 2025.
- On March 12, 2025, a Public Hearing of Needs was conducted at 6:00 PM at the Virginia Community Resource Center located at 22 West Washington Street.
- On March 19, 2025, there was an opportunity for potential subrecipients to present their proposals. The event was held at 6:00 PM at Petersburg Public Library in the Multi-Purpose Room on First Floor.

The advisory board has reviewed 24 applications, completed scoring rubrics and has arrived at the decision to recommend 16 projects to receive CDBG funding.

IMPACT

Subrecipient approvals will help to:

1. **Support low- and moderate-income residents** through housing, public services, and infrastructure.
2. **Ensure compliance** with federal CDBG regulations and local priorities.
3. **Promote transparency and accountability** in the funding process.
4. **Strengthen community partnerships** by funding nonprofits and service providers with proven impact.

RECOMMENDATIONS

<h1 style="margin: 0;">2025 Subrecipient CDBGAB</h1> <h2 style="margin: 0;">Recommendations</h2>			
Organization	Category	Matrix Code	Amount Recommended
Downtown Churches United, Inc.	Public Services	05 Public Services (General)	\$9,732.00
Peoples Advantage Credit Union	Public Services	05S Rental Housing Subsidies	\$9,706.00
YMCA of Greater Richmond	Public Services	05L Child Care Services	\$9,706.00
Pretty Purposed	Public Services	05D Youth Services	\$9,706.00
City of Petersburg – Office of Recreation	Improvement of Public Facilities	03F Parks, Recreational Facilities	\$75,000.00
project: HOMES	Housing Rehabilitation	14A Rehab: Single -Unit Residential	\$91,751.00
Tri-Cities Habitat for Humanity	Housing Rehabilitation	14A Rehab: Single -Unit Residential	\$91,761.00
OCR Community Empowerment Group	Public Services	05 Public Services (General)	\$8,000.00
River Street Education	Public Services	05 Public Services (General)	\$9,706.00
Healthy Families			
"Hopewell/Petersburg Healthy Start Loving Steps	Public Services	05 Public Services (General)	\$9,706.00
Lending Helping Hands	Public Services	05 Public Services (General)	\$9,706.00
The Alamo Recovery House	Rehabilitation for Historic Preservation	14A Rehab: Single -Unit Residential	\$27,000.00
Hebron	Public Services	05D Youth Services	\$9,706.00
CDBG Admin	Admin	19C CDBG Operations and Administration	\$116,000.00
Petersburg Area Art League	Public Services	05 Public Services (General)	\$15,250.00
CARES Inc	Housing Rehabilitation	03C Homeless Facilities (not operating costs)	\$80,000.00
			\$582,436.00



City of Petersburg



**City Council
Community Development Block Grant Advisory Board**

June 2025

Overview



- Introductions
- What is CDBG and the CDBG Advisory Board?
- Who makes up the CDBG Advisory Board?
- What can CDBG funding do?
- Criteria of Funding
- Goals
- Accomplishments
- Submitted Applications & Metrics
- PY2025_FY2026 Subrecipient Recommendations
- Remarks and Closing

What is CDBG and the Advisory Board?



- The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.
- The CDBG Advisory Board is responsible for making recommendations to City Council regarding the City's Community Development Block Grant (CDBG) program that includes both public services and non-public services community development activities. By regulation, CDBG funds must be awarded primarily to projects, programs, and services that improve the lives of Petersburg residents.
- The CDBG program resides under the Office Planning & Community Development

What is CDBG and the Advisory Board?



Board Composition

- CDBG Advisory Board members serve four-year terms.
- 1 Member per ward (7 members), plus 5 at-large members for a total 12 board members.
- Presently, there are 6 active CDBG Advisory Board members.

Who is CDBGAB?



Ward	Board Member	Council Member
CDBG Administrator PCD Director	Jennifer Murphy-James Naomi Siodmok	
1		Marlow Jones
2	Sonja Holt, Secretary	Darrin Hill
3	Kofi Adih, Chairman	Sam Parham
4	Shabaka Moore	Charlie Cuthbert
5	Ethan Calvert	Howard Myers
6	Maisha Henry	Annette Smith-Lee
7		Arnold Westbrook
At Large		
At Large	Leonard Curry, CDBG Historian	
At Large		
At Large		
At Large		

What can CDBG funding do?



How is CDBG funded?

- For municipalities with a population of 50k or more they will receive funds directly from HUD
- Municipalities with a population of less than 50k will participate in the State CDBG Program
- As a city with a population less than 50K, the Petersburg is unique in that it reports directly to HUD

Examples of Funding Categories

CDBG Economic Development And Entrepreneurship Fund

CDBG Community Improvement Grants

CDBG Construction-Ready Water And Sewer Fund

CDBG Planning Grants

CDBG Urgent Need Fund

What can CDBG funding do?



Examples of Projects

- Housing Rehabilitation
- Acquisition of Real Property
- Demolition
- Infrastructure and Public Facility Improvements for Economic Development
- Public Services supporting low to moderate income persons and families

What can CDBG funding do?



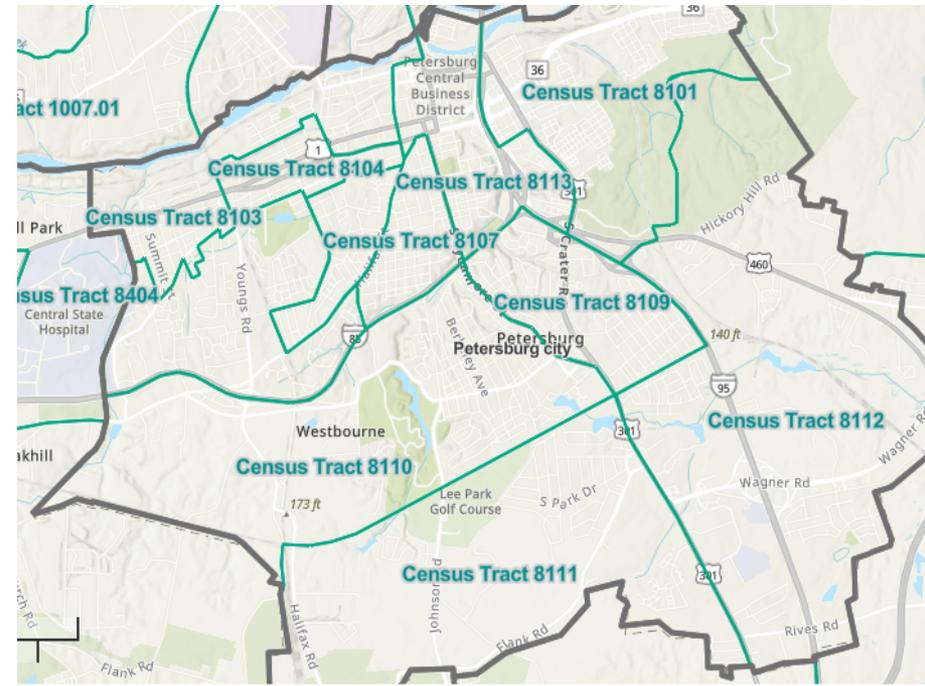
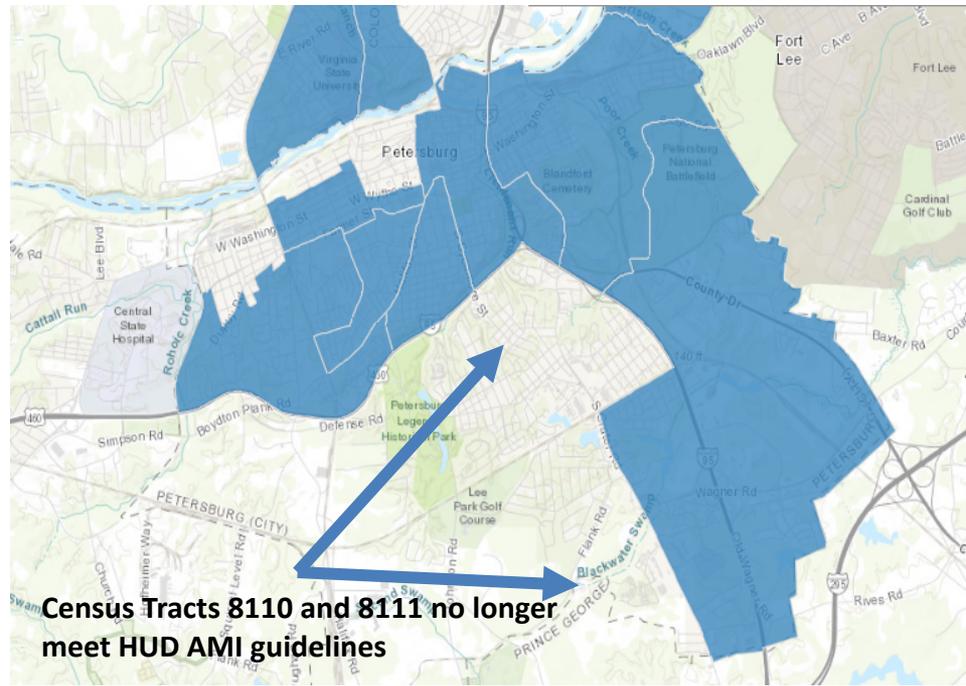
CDBG Activities Must

- Be Eligible Under 24 CFR 570; AND
- Meet One of Three National Objectives:
 1. Provide a Benefit to Low to Moderate Income Persons
 2. Prevent or Eliminate Slum & Blight
 3. Meet An Urgent Community Development Need

*15% of a municipalities CDBG allocation is allowed to support public services

*There is a 20% cap for Administrative costs

CDBG Census Tract Update



This map identifies Census Tracts in which 51% or more of the households earn less than 80 percent Area Median Income (AMI). The CDBG program requires that each CDBG funded activity must either 1) principally benefit low- and moderate-income persons 2) aid in the prevention/elimination of slums or blight, or 3) meet a community development need having a particular urgency. With respect to activities, at least 51 percent of the activity's beneficiaries must be low and moderate income.

AB Goals for CDBG PY 2025_FY2026



- Publish a PY24_FY25 Progress Report
- Fill Vacant Board Seats
- Meet & Network with Community Stakeholders
- Update the Advisory Board's CDBG Operating Procedure Manual

Accomplishments



- The City was congratulated on meeting and improving its timeliness (the rate at which allocation funds are expended) requirement. This improvement indicates that projects are completed within a reasonable timeframe and has improved the City's eligibility to receive loan funds, due to successful program administration.
- The CDBG program is improving outreach. This year, the City received 24 CDBG subrecipient applications.
- Meeting with multiple community stakeholders

HUD Letter for PY 25



- **CDBG Award:** Petersburg has been allocated **\$585,812** for the City's PY25_FY26 under the CDBG program.
- **Loan Authority:** Petersburg is eligible for up to **\$2,929,060** in Section 108 loan guarantee borrowing authority to support major development or investment projects.
- **Recommended Use:** HUD encourages using these funds and borrowing authority to support **Opportunity Zones**, provide **gap financing** for large-scale community projects, and **address the local housing shortage** by expanding the housing supply and reducing costs.
- **Planning Deadline:** The city's Consolidated Plan, including the Year 1 Annual Action Plan, is due to HUD by **August 16, 2025**, and must align with executive orders and applicable laws.



2025 CDBG Subrecipient Submitted Applications

2025 CDBG Subrecipient Applicants



Organization	Category	Matrix Code	Amount Requested
Downtown Churches United, Inc.	Public Services	05W Food Pantry Public Services (General)	\$20,000.00
SOVA Community Bridge Foundation	Economic Development/Micro Enterprise	18C Micro-Enterprise Assistance	\$5,000.00
Peoples Advantage Credit Union	Public Services	05S Rental Housing Subsidies	\$25,000.00
Southern VA Regional Chamber of Commerce	Economic Development/Micro Enterprise	18C Micro-Enterprise Assistance	\$10,000.00
YMCA of Greater Richmond	Public Services	05L Child Care Services	\$35,000.00
Pretty Purposed	Public Services	05D Youth Services	\$20,000.00
City of Petersburg – Office of Recreation	Improvement of Public Facilities	03F Parks, Recreational Facilities	\$306,924.00
project: HOMES	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$113,931.00
Tri-Cities Habitat for Humanity	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$125,000.00
OCR Community Empowerment Group	Public Services	03Z Public Improvements (other)	\$8,000.00
Rebuilding Together Richmond	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$80,000.00
The BRAVE Project	Public Services	05 Public Services (General)	\$20,000.00

2025 CDBG Subrecipient Applicants Cont'd



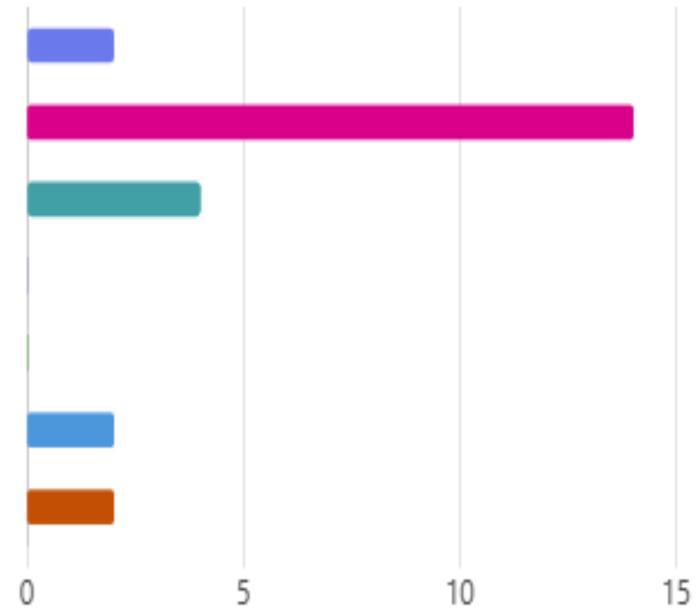
Organization	Category	Matrix Code	Amount Requested
River Street Education Healthy Families	Public Services	05 Public Services (General)	\$20,000.00
"Hopewell/Petersburg Healthy Start Loving Steps	Public Services	05 Public Services (General)	\$15,000.00
Lending Helping Hands	Public Services	05 Public Services (General)	\$30,000.00
The Alamo Recovery House	Rehabilitation for Historic Preservation	14A Rehab: Single-Unit Residential	\$27,000.00
Hebron	Public Services	05D Youth Services	\$15,000.00
The James House Intervention/Preventions Services Inc.,	Public Services	05 Public Services (General)	\$15,000.00
Quality First Custom Contractors, LLC	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$42,000.00
Leslie International Public Press Center	Public Services	05 Public Services (General)	\$20,000.00
Petersburg is Growing	Economic Development/Micro Enterprise	18C Micro-Enterprise Assistance	\$200,000.00
Petersburg Area Art League	Public facilities	03F Recreational Facilities	\$35,500.00
CARES Inc	Housing Rehabilitation	03C Homeless Facilities (not operating costs)	\$80,000.00
Go Forward Give Back	Public Services	05D Youth Services	\$1,000.00
			\$1,385,355.00

PY25_FY26 CDBG Submissions Metrics



Application Types

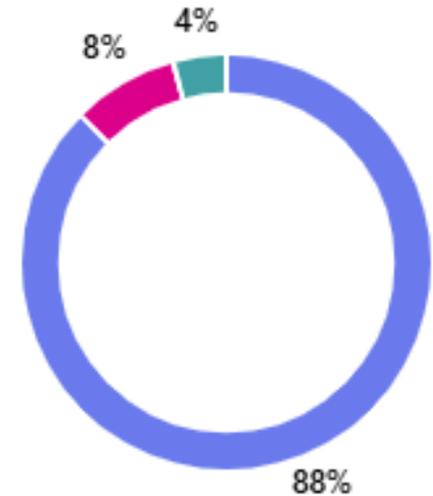
● Improvement of Public Facilities	2
● Public Services	14
● Housing Rehabilitation	4
● Housing Construction	0
● Demolition	0
● Economic Development/Micro Enterprise	2
● Rehabilitation for Historic Preservation	2





HUD National Objective to be Served

● Benefit to low and moderate income (LMI) persons	21
● Aid in the prevention or elimination of slums and blight	2
● Meet a need having a particular urgency (referred to as urgent need; disaster response is an example)	1

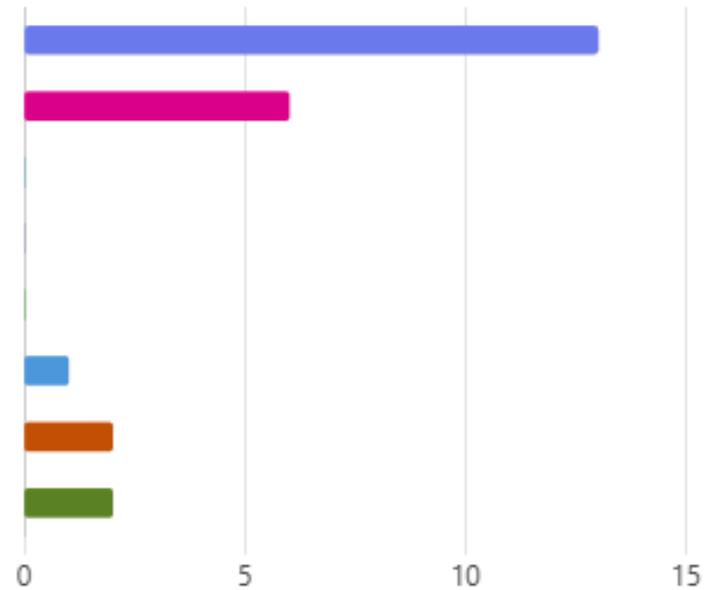


PY25_FY26 CDBG Submissions Metrics



Type of Prganization that Applied

● Non-profit business	13
● Charitable organization	6
● Church and religious organization	0
● Private foundation	0
● Political organization	0
● Other nonprofit	1
● Government organization	2
● Other	2



PY2025_FY2026 Allocation Breakdown



Total Projected Allocation: **\$585,812.00**

Public Services Cap %15: **\$87,871.80**

Administrative Cap %20: **\$117,162.40**

2025 Subrecipient CDBGAB Recommendations



Organization	Category	Matrix Code	Amount Recommended
Downtown Churches United, Inc.	Public Services	05 Public Services (General)	\$9,732.00
Peoples Advantage Credit Union	Public Services	05S Rental Housing Subsidies	\$9,706.00
YMCA of Greater Richmond	Public Services	05L Child Care Services	\$9,706.00
Pretty Purposed	Public Services	05D Youth Services	\$9,706.00
City of Petersburg – Office of Recreation	Improvement of Public Facilities	03F Parks, Recreational Facilities	\$75,000.00
project: HOMES	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$91,751.00
Tri-Cities Habitat for Humanity	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$91,761.00
OCR Community Empowerment Group	Public Services	05 Public Services (General)	\$8,000.00
River Street Education	Public Services	05 Public Services (General)	\$9,706.00
Healthy Families "Hopewell/Petersburg Healthy Start Loving Steps	Public Services	05 Public Services (General)	\$9,706.00
Lending Helping Hands	Public Services	05 Public Services (General)	\$9,706.00
The Alamo Recovery House	Rehabilitation for Historic Preservation	14A Rehab: Single-Unit Residential	\$27,000.00
Hebron	Public Services	05D Youth Services	\$9,706.00
CDBG Admin	Admin	19C CDBG Operations and Administration	\$116,000.00
Petersburg Area Art League	Public Services	05 Public Services (General)	\$15,250.00
CARES Inc	Housing Rehabilitation	03C Homeless Facilities (not operating costs)	\$80,000.00
			\$582,436.00



Closing Remarks and Questions

ORDINANCE APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR PROGRAM YEAR 25_Fiscal Year 26

WHEREAS, the City of Petersburg receives funding through the U.S. Department of Housing and Community Development (HUD) Community Development Block Grant (CDBG) Program; and

WHEREAS, the City distributes the funding to address housing and community development needs; and

WHEREAS, up to 15% of CDBG funding can be allocated to public service activities, 20% of CDBG funding can be allocated to administration, and the remainder to housing and community development projects; and

WHEREAS, the following are projects City Council has selected for funding to address the areas of need in Petersburg:

2025 Subrecipient CDBGAB Recommendations



Organization	Category	Matrix Code	Amount Recommended
Downtown Churches United, Inc.	Public Services	05 Public Services (General)	\$9,732.00
Peoples Advantage Credit Union	Public Services	05S Rental Housing Subsidies	\$9,706.00
YMCA of Greater Richmond	Public Services	05L Child Care Services	\$9,706.00
Pretty Purposed	Public Services	05D Youth Services	\$9,706.00
City of Petersburg – Office of Recreation	Improvement of Public Facilities	03F Parks, Recreational Facilities	\$75,000.00
project: HOMES	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$91,751.00
Tri-Cities Habitat for Humanity	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$91,761.00
OCR Community Empowerment Group	Public Services	05 Public Services (General)	\$8,000.00
River Street Education	Public Services	05 Public Services (General)	\$9,706.00
Healthy Families "Hopewell/Petersburg Healthy Start Loving Steps	Public Services	05 Public Services (General)	\$9,706.00
Lending Helping Hands	Public Services	05 Public Services (General)	\$9,706.00
The Alamo Recovery House	Rehabilitation for Historic Preservation	14A Rehab: Single-Unit Residential	\$27,000.00
Hebron	Public Services	05D Youth Services	\$9,706.00
CDBG Admin	Admin	19C CDBG Operations and Administration	\$116,000.00
Petersburg Area Art League	Public Services	05 Public Services (General)	\$15,250.00
CARES Inc	Housing Rehabilitation	03C Homeless Facilities (not operating costs)	\$80,000.00
			\$582,436.00

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg adopts this ordinance and approves these subrecipients of CDBG funding for Program Year 2025 and Fiscal Year 2026.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

RE: **First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund**

PURPOSE: The Petersburg Bureau of Police has been awarded a grant from the VA Department of Criminal Justice Services.

REASON: The Petersburg Bureau of Police has been awarded a grant from the VA Department of Criminal Justice Services.

RECOMMENDATION: Staff recommends approval of the ordinance.

BACKGROUND: Petersburg Bureau of Police has been awarded \$125,000 for software upgrades.

COST TO CITY: \$125,000

BUDGETED ITEM: Grant

REVENUE TO CITY: \$125,000

CITY COUNCIL HEARING DATE: 6/17/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Petersburg Bureau of Police

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Grant Ordinance - Operation Ceasefire Technology Grant FY26
2. Petersburg City 546364

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR THE GRANTS FUND

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

- I. That appropriations for the fiscal year commencing July 1, 2025, in the Grants Fund, are made for the following resources and revenues of the City, for the fiscal year ending June 30, 2026.

Previously adopted Revenues **\$0.00**

ADD:

FY26 Operation Ceasefire Technology Grant (546364)

Total Revenue **\$125,000**

- II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2025, and ending June 30, 2026, the following sums for the purposes mentioned:

Previously adopted Expenditures **\$0.00**

ADD:

FY26 Operation Ceasefire Technology Grant (546364)

Total Expense **\$125,000**



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

April 29, 2025

John Altman
City Manager
135 N. Union St.
Petersburg, Virginia 23803

RE: 543671-2025 Operation Ceasefire Forensic and Analytical Technology

Dear John Altman:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **546364** and was approved for a total award of **\$125,000**, funded through Award Number **2024-OCGF-GRANT** and **2025-OCGF-GRANT**. The project period is **7/1/2025** through **6/30/2027**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov>. Additionally, if you cannot access your grant in OGMS, your application may be under negotiation. Please check your email and/or spam for OGMS correspondence and follow up with your DCJS Grant Monitor.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here www.dcjs.virginia.gov/grants/ogms-training-resources along with other resources and training videos. All registrants will be approved within 3–5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Jennifer Quitquit** at **804-363-6027** or via email at jennifer.quitquit@dcjs.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson H. Miller".

Jackson Miller
Director

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

543671-2025 Operation Ceasefire Forensic and Analytical Technology

Subgrantee:	Petersburg City
DCJS Grant Number:	546364
Grant Start Date:	7/1/2025
Grant End Date:	6/30/2027

Indirect Cost Rate: _____% ***If applicable**

State General Funds:	\$ 0
State Special Funds:	\$125,000
Local Match:	\$ 0
 Total Budget:	 \$125,000

Project Director	Project Administrator	Finance Officer
Christina Barry Grant Manager/Coordinator 37 E. Tabb St. Petersburg, Virginia 23803 330-285-5597 cbarry@petersburg-va.org	John Altman City Manager 135 N. Union St. Petersburg, Virginia 23803 804-733-2301 maltman@petersburg-va.org	Shekira Wynn Finance Manager 144 N. Sycamore St. Petersburg, Virginia 23803 804-733-2331 swynn@petersburg-va.org

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

LISC



LISC Virginia in Petersburg, VA

June 3, 2025

Who We Are

- LISC is one of the country's largest community development nonprofits, helping forge vibrant, resilient communities across America.
- We work with residents and partners to close gaps in health, wealth, and opportunity so that people and places can thrive.



The LISC Virginia team with our LISC National CEO, Michael Pugh

The Vision

Paving a path to opportunity.

- We believe that closing our country's unacceptable gaps in health, wealth, and opportunity is a moral and economic imperative.
- Together with our partners, we strive to create communities of opportunity for all.



How LISC Works

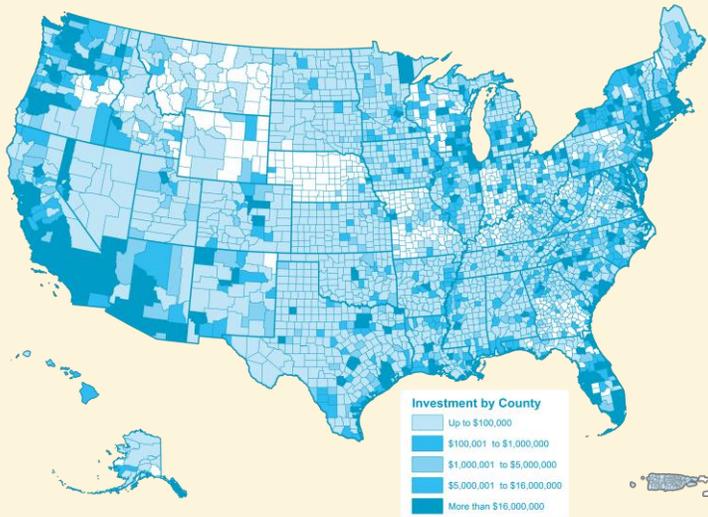
We deliver grants, loans, equity, and capacity-building support to under-resourced communities. We help leverage these resources, making for even greater impact.



How LISC Works

- We do this through:

- Our network of
 - **37 local markets** and nationwide **rural program**



- Our four fund-management and tax credit
 - syndication **affiliates**

BROADSTREET

LISC FUND MANAGEMENT

LISC GREEN

NEF
NATIONAL EQUITY FUND*

- **10 program areas** that address all the building blocks of community wellbeing



LISC
VIRGINIA

LISC VA 35 Years of Impact



LISC VIRGINIA

By the numbers
Since 1990

203 million
Invested

793 million
Leveraged

6,910
Affordable homes & apartments

1.1 million
Sq. ft. of commercial space

Our Impact in Petersburg, Virginia: Since 2020

Affordable Housing

- Supported 78 new homeowners through WORTH RVA
- Partnered with Cameron in support of the PNR Initiative
- Provided **down payment assistance**
- Piloted the **Heirs Property Program**

Wealth Building

- Served over **120 residents** via **Digital Navigation workshops**
- Supported **financial coaching** through the Petersburg FOC
- Launched **Smart Savings Program** to help clients build assets

Our Impact in Petersburg, Virginia: Overview Since 2020

Economic Development

- Invested **\$415,000** in small business support
- Supported **18 local businesses** via grants and recoverable loans
- Strengthened Crater Region SBDC with capacity grant

Lending

- Workforce Housing
- Broad Street (NMTC)



LISC

Wealth Building and Community Development

Wealth Building: Financial Opportunity Center (FOC) Program



5 LISC FOC Network sites: Richmond, Petersburg, and Charlottesville

Core services:

- Employment training
- Financial education
- Benefits access

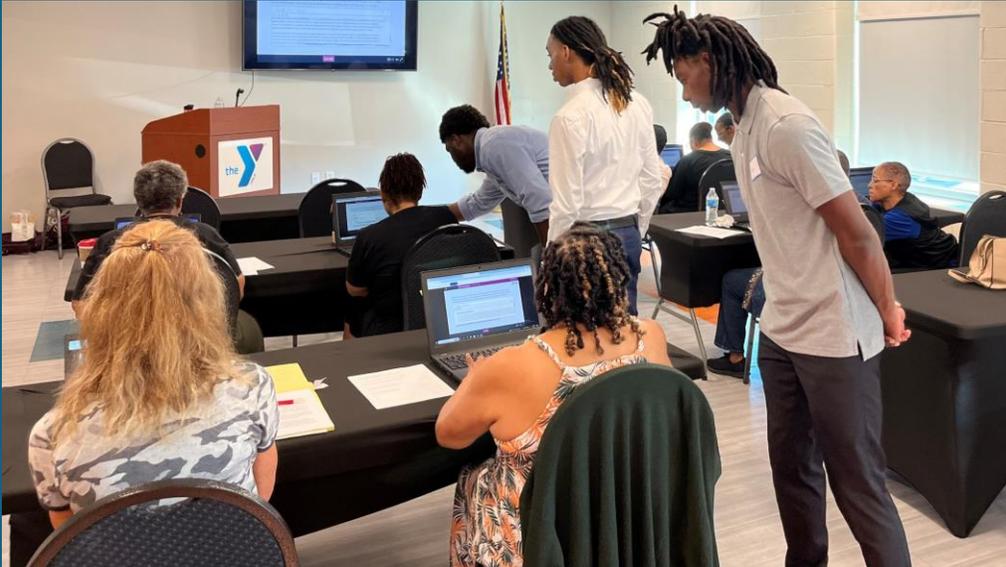
Outcomes:

- Better jobs, higher wages, improved credit/cash flow
- Path to financial independence for LMI residents

Petersburg impact: Southside Community Development and Housing Corporation (SCDHC)

- 309 Petersburg residents served
- Smart Savings Program
- Integrated with homeownership readiness programs
- Digital Inclusion

Wealth Building: Digital Navigation



A digital skills workshop in September 2024.

The Digital Navigation program seeks to empower residents with technology access and skilling.

- Crater Region digital gaps: 25.6% lack a desktop/laptop; 11.1% lack any device
- Skills taught: foundational laptop and internet skills, job searching, telehealth, tech literacy
- 120+ residents served since October 2023

A photograph of a Black couple embracing on a porch. The woman is leaning her head on the man's shoulder, and both are smiling warmly. They are wearing light-colored clothing. In the background, several wooden chairs are stacked on the porch, and a white house is visible. The scene is brightly lit, suggesting a sunny day.

LISC

Affordable Housing

Affordable Housing: Partnership for Neighborhood Renewal



120 Liberty Street

- Key Partners: Project:HOMES, Rebuilding Together Richmond
- Target Area: Poplar Lawn Historic District
- Focus: Renovating historic homes to stabilize neighborhood

Outcomes

- Owner-occupied home rehab
- Vacant property redevelopment
- Historic preservation

Affordable Housing: Homeownership



Unlocking doors to homeownership

Bridging the homeownership gap

- Assisted 78 Petersburg residents
- 62 residents became homeowners
- \$120K+ deployed in DPA grants
- Housing Counseling

Upcoming:

- Homebuyer clubs
- Housing Developer Training Institute
- Heirs Property services

Homeownership Preservation: Heirs Property



Key Partners

- Key Partners: HD Advisors, Central Virginia Legal Aid Society
- Untangling Title
- Wills Clinics
- Facilitates home repair

Upcoming:

- Summer 2025: Wills Clinic at Petersburg Library

LISC

Economic Development

LISC
VIRGINIA

Economic Development: Small Business Support

Total investment: \$415K



Trapezium Brewing

Access to Capital for local entrepreneurs supporting:

- Commercial corridor revitalization
- Small business ecosystem strengthening

Loan Programs:

- 0% Small Business Loan Program
- Capital Access Program
- Technical Assistance

Petersburg Small Business Investments:

- COVID relief: 13 businesses, \$135K total
- Recoverable grants: 5 businesses, \$250K total
- \$30K grant to Crater Region SBDC
- Notable businesses: Griffin Lounge, Trapezium Brewing



LSC

Lending

Lending



Petersburg Public Library

Through loans, equity, and grants, we provide financing for:

- Affordable housing
- Economic development
- Community facilities

Petersburg impact Projects:

- ArtistSpace Lofts
- Petersburg Public Library
- Hotel Petersburg restoration

The Power of Partnership

- LISC + CITY OF PETERSBURG

Our values are aligned.
And our partnership can
be a force multiplier,
helping the City of
Petersburg achieve scale
and impact as a
changemaker.



Seeding opportunities and Maximizing Impact



Partnership is in LISC's DNA. We've always been an intermediary that directs investment in nonprofit organizations and under-resourced communities that need it most.

We cultivate deep local roots. Because authentic relationships are key to authentic progress.

Demonstrated track record. Our many long-term partners trust us to steward their philanthropic investments with a focus on success, scale, and leverage.



Contact

Jane Ferrara, Executive Director
E: jferrara@lisc.org

Find us online: lisc.org/virginia

Instagram: [@lisc_virginia](https://www.instagram.com/lisc_virginia)

LinkedIn: [linkedin.com/company/virginia-lisc/](https://www.linkedin.com/company/virginia-lisc/)



Access our website using the QR code!



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 3, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Naomi Siodmok, Director of Planning and Community Development

FROM: March Altman, Jr.

RE: **Presentation of the Recommended Community Development Block Grant (CDBG) Fund Subrecipients for Program Year 2025 - 2026 and Fiscal Year 2026**

PURPOSE: To make an initial presentation of proposed subrecipients for the upcoming CDBG funding year to be voted on at the June 17th meeting.

REASON: Annually, Petersburg is provided with an allocation from the Department of Housing and Urban Development of Community Development Block Grant (CDBG) funds for which the CDBG Advisory Board and CDBG Administrator work to identify subrecipients. The anticipated allocation for this year is \$585,812. The City received 24 applications and almost \$1.4 million dollars in requests for funding. The CDBG Advisory Board has recommended the funding of 17 applications. This is an initial presentation from the Advisory Board.

RECOMMENDATION:

BACKGROUND: The CDBG Advisory Board began this process in December with a workshop. Applications opened in January 2025 and closed March 31, 2025. In March, a public hearing of needs was held and applicants presented their proposals. The Advisory Board also met with the City Manager and other stakeholders resulting in the recommendations before Council today. Council will take action on the recommendations at the June 17th meeting. Today will be a presentation of those recommendations.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. CDBG AB Presentation to City Council_ June 2025

City of Petersburg



City Council Community Development Block Grant Advisory Board

June 2025

Overview



- Introductions
- What is CDBG and the CDBG Advisory Board?
- Who makes up the CDBG Advisory Board?
- What can CDBG funding do?
- Criteria of Funding
- Goals
- Accomplishments
- Submitted Applications & Metrics
- PY2025_FY2026 Subrecipient Recommendations
- Remarks and Closing

What is CDBG and the Advisory Board?



- The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.
- The CDBG Advisory Board is responsible for making recommendations to City Council regarding the City's Community Development Block Grant (CDBG) program that includes both public services and non-public services community development activities. By regulation, CDBG funds must be awarded primarily to projects, programs, and services that improve the lives of Petersburg residents.
- The CDBG program resides under the Office Planning & Community Development

What is CDBG and the Advisory Board?



Board Composition

- CDBG Advisory Board members serve four-year terms.
- 1 Member per ward (7 members), plus 5 at-large members for a total 12 board members.
- Presently, there are 6 active CDBG Advisory Board members.

Who is CDBGAB?



Ward	Board Member	Council Member
CDBG Administrator PCD Director	Jennifer Murphy-James Naomi Siodmok	
1		Marlow Jones
2	Sonja Holt, Secretary	Darrin Hill
3	Kofi Adih, Chairman	Sam Parham
4	Shabaka Moore	Charlie Cuthbert
5	Ethan Calvert	Howard Myers
6	Maisha Henry	Annette Smith-Lee
7		Arnold Westbrook
At Large		
At Large	Leonard Curry, CDBG Historian	
At Large		
At Large		
At Large		

What can CDBG funding do?



How is CDBG funded?

- For municipalities with a population of 50k or more they will receive funds directly from HUD
- Municipalities with a population of less than 50k will participate in the State CDBG Program
- As a city with a population less than 50K, the Petersburg is unique in that it reports directly to HUD

Examples of Funding Categories

CDBG Economic Development And Entrepreneurship Fund

CDBG Community Improvement Grants

CDBG Construction-Ready Water And Sewer Fund

CDBG Planning Grants

CDBG Urgent Need Fund

What can CDBG funding do?



Examples of Projects

- Housing Rehabilitation
- Acquisition of Real Property
- Demolition
- Infrastructure and Public Facility Improvements for Economic Development
- Public Services supporting low to moderate income persons and families

What can CDBG funding do?



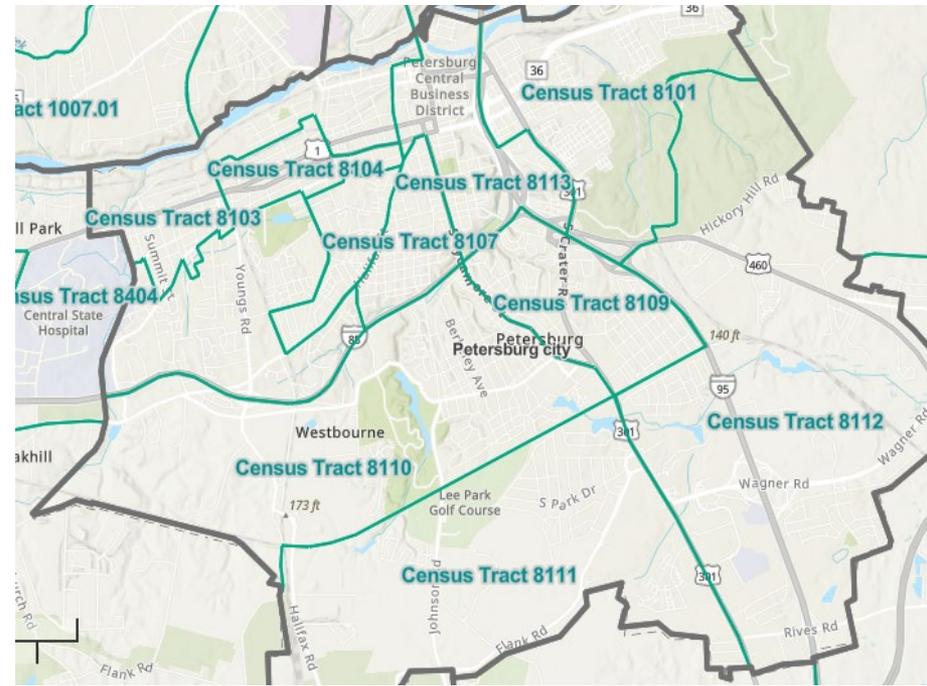
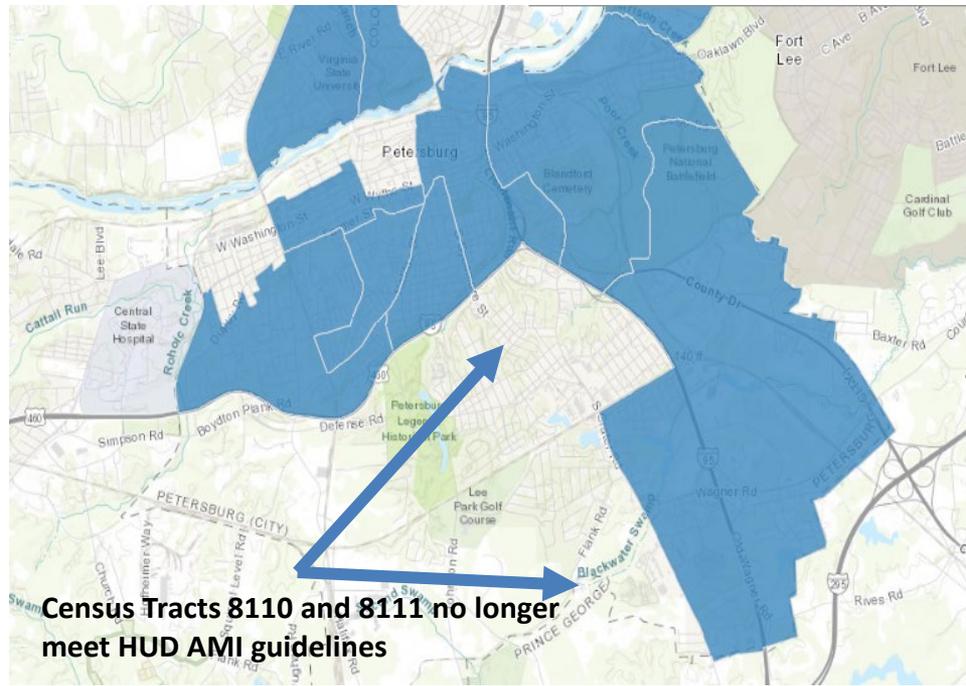
CDBG Activities Must

- Be Eligible Under 24 CFR 570; AND
- Meet One of Three National Objectives:
 1. Provide a Benefit to Low to Moderate Income Persons
 2. Prevent or Eliminate Slum & Blight
 3. Meet An Urgent Community Development Need

*15% of a municipalities CDBG allocation is allowed to support public services

*There is a 20% cap for Administrative costs

CDBG Census Tract Update



This map identifies Census Tracts in which 51% or more of the households earn less than 80 percent Area Median Income (AMI). The CDBG program requires that each CDBG funded activity must either 1) principally benefit low- and moderate-income persons 2) aid in the prevention/elimination of slums or blight, or 3) meet a community development need having a particular urgency. With respect to activities, at least 51 percent of the activity's beneficiaries must be low and moderate income.

AB Goals for CDBG PY 2025_FY2026



- Publish a PY24_FY25 Progress Report
- Fill Vacant Board Seats
- Meet & Network with Community Stakeholders
- Update the Advisory Board's CDBG Operating Procedure Manual

Accomplishments



- The City was congratulated on meeting and improving its timeliness (the rate at which allocation funds are expended) requirement. This improvement indicates that projects are completed within a reasonable timeframe and has improved the City's eligibility to receive loan funds, due to successful program administration.
- The CDBG program is improving outreach. This year, the City received 24 CDBG subrecipient applications.
- Meeting with multiple community stakeholders

HUD Letter for PY 25



- **CDBG Award:** Petersburg has been allocated **\$585,812** for the City's PY25_FY26 under the CDBG program.
- **Loan Authority:** Petersburg is eligible for up to **\$2,929,060** in Section 108 loan guarantee borrowing authority to support major development or investment projects.
- **Recommended Use:** HUD encourages using these funds and borrowing authority to support **Opportunity Zones**, provide **gap financing** for large-scale community projects, and **address the local housing shortage** by expanding the housing supply and reducing costs.
- **Planning Deadline:** The city's Consolidated Plan, including the Year 1 Annual Action Plan, is due to HUD by **August 16, 2025**, and must align with executive orders and applicable laws.



2025 CDBG Subrecipient Submitted Applications

2025 CDBG Subrecipient Applicants



Organization	Category	Matrix Code	Amount Requested
Downtown Churches United, Inc.	Public Services	05W Food Pantry Public Services (General)	\$20,000.00
SOVA Community Bridge Foundation	Economic Development/Micro Enterprise	18C Micro-Enterprise Assistance	\$5,000.00
Peoples Advantage Credit Union	Public Services	05S Rental Housing Subsidies	\$25,000.00
Southern VA Regional Chamber of Commerce	Economic Development/Micro Enterprise	18C Micro-Enterprise Assistance	\$10,000.00
YMCA of Greater Richmond	Public Services	05L Child Care Services	\$35,000.00
Pretty Purposed	Public Services	05D Youth Services	\$20,000.00
City of Petersburg – Office of Recreation	Improvement of Public Facilities	03F Parks, Recreational Facilities	\$306,924.00
project: HOMES	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$113,931.00
Tri-Cities Habitat for Humanity	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$125,000.00
OCR Community Empowerment Group	Public Services	03Z Public Improvements (other)	\$8,000.00
Rebuilding Together Richmond	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$80,000.00
The BRAVE Project	Public Services	05 Public Services (General)	\$20,000.00

2025 CDBG Subrecipient Applicants Cont'd

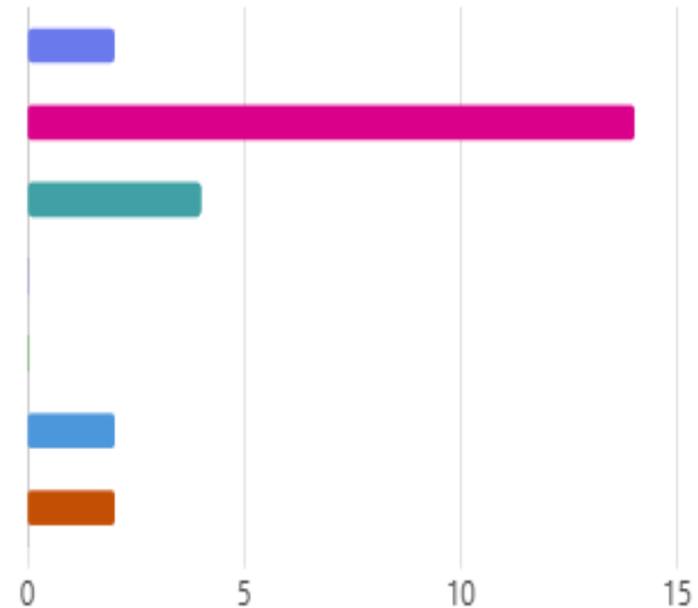


Organization	Category	Matrix Code	Amount Requested
River Street Education Healthy Families "Hopewell/Petersburg Healthy Start Loving Steps	Public Services	05 Public Services (General)	\$20,000.00
Lending Helping Hands	Public Services	05 Public Services (General)	\$15,000.00
The Alamo Recovery House	Rehabilitation for Historic Preservation	14A Rehab: Single-Unit Residential	\$30,000.00
Hebron	Public Services	05D Youth Services	\$27,000.00
The James House Intervention/Preventions Services Inc.,	Public Services	05 Public Services (General)	\$15,000.00
Quality First Custom Contractors, LLC	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$42,000.00
Leslie International Public Press Center	Public Services	05 Public Services (General)	\$20,000.00
Petersburg is Growing	Economic Development/Micro Enterprise	18C Micro-Enterprise Assistance	\$200,000.00
Petersburg Area Art League	Public facilities	03F Recreational Facilities	\$35,500.00
CARES Inc	Housing Rehabilitation	03C Homeless Facilities (not operating costs)	\$80,000.00
Go Forward Give Back	Public Services	05D Youth Services	\$1,000.00
			\$1,385,355.00



Application Types

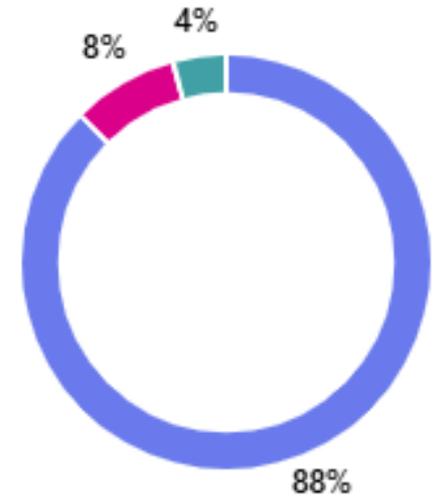
● Improvement of Public Facilities	2
● Public Services	14
● Housing Rehabilitation	4
● Housing Construction	0
● Demolition	0
● Economic Development/Micro Enterprise	2
● Rehabilitation for Historic Preservation	2





HUD National Objective to be Served

● Benefit to low and moderate income (LMI) persons	21
● Aid in the prevention or elimination of slums and blight	2
● Meet a need having a particular urgency (referred to as urgent need; disaster response is an example)	1

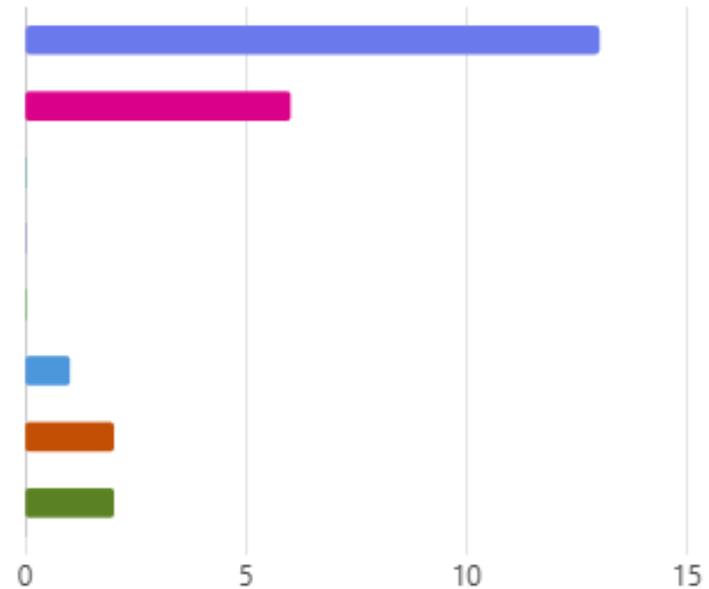


PY25_FY26 CDBG Submissions Metrics



Type of Prganization that Applied

● Non-profit business	13
● Charitable organization	6
● Church and religious organization	0
● Private foundation	0
● Political organization	0
● Other nonprofit	1
● Government organization	2
● Other	2



PY2025_FY2026 Allocation Breakdown



Total Projected Allocation: **\$585,812.00**

Public Services Cap %15: **\$87,871.80**

Administrative Cap %20: **\$117,162.40**

2025 Subrecipient CDBGAB Recommendations



Organization	Category	Matrix Code	Amount Recommended
Downtown Churches United, Inc.	Public Services	05 Public Services (General)	\$9,732.00
Peoples Advantage Credit Union	Public Services	05S Rental Housing Subsidies	\$9,706.00
YMCA of Greater Richmond	Public Services	05L Child Care Services	\$9,706.00
Pretty Purposed	Public Services	05D Youth Services	\$9,706.00
City of Petersburg – Office of Recreation	Improvement of Public Facilities	03F Parks, Recreational Facilities	\$75,000.00
project: HOMES	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$91,751.00
Tri-Cities Habitat for Humanity	Housing Rehabilitation	14A Rehab: Single-Unit Residential	\$91,761.00
OCR Community Empowerment Group	Public Services	05 Public Services (General)	\$8,000.00
River Street Education	Public Services	05 Public Services (General)	\$9,706.00
Healthy Families "Hopewell/Petersburg Healthy Start Loving Steps	Public Services	05 Public Services (General)	\$9,706.00
Lending Helping Hands	Public Services	05 Public Services (General)	\$9,706.00
The Alamo Recovery House	Rehabilitation for Historic Preservation	14A Rehab: Single-Unit Residential	\$27,000.00
Hebron	Public Services	05D Youth Services	\$9,706.00
CDBG Admin	Admin	19C CDBG Operations and Administration	\$116,000.00
Petersburg Area Art League	Public Services	05 Public Services (General)	\$15,250.00
CARES Inc	Housing Rehabilitation	03C Homeless Facilities (not operating costs)	\$80,000.00
			\$582,436.00



Closing Remarks and Questions

City of Petersburg, Virginia



Department of Public Works & Utilities

Presenter: Mr. Jerry Byerly, DPW&U Director

Utilities Division



Status Update

I. Water Utilities Work Orders	29
II. Wastewater Work Orders	44
III. Water Meter Work Orders	54
IV. Utility Billing	246
I. Terminations	63
II. New Services	186

Street Operations Division



Monthly Update

- **Streetlight Operational Inspection:** The Street Operations Division will be conducting an inspection of streetlights around the City to identify any lights that are not illuminating. Beginning June 2, 2025, a crew of four employees will begin conducting inspections between the hours of 9:00 PM and 5:30 AM. Any inoperative City owned streetlights will be scheduled for repairs. Any inoperative streetlights owned by Dominion Virginia Energy will be reported to them for repair.
- **2025 Citywide Pothole Blitz:** The Street Operations Division completed the *Annual Citywide Pothole Blitz* on May 2nd. This annual maintenance activity focused on the repair of potholes in all seven wards. Division personnel and contractors were utilized to make repairs to more than 3,200 potholes. Throughout the year citizens can still report potholes directly to the Street Operations Division or through the City's service request portal.
- **Citywide Clean-up:** The Street Operations Division conducted a City clean-up event on Saturday May 10, 2025. This event was highly successful with many citizens taking advantage of the opportunity to dispose of items at the six designated locations around the City. The six designated sites were: Site 1 – Cool Springs Elementary School, Site 2 – 100 Pleasants Lane Parking Lot, Site 3 – Peabody Middle School Halifax Street Parking Lot, Site 4 – Pittman Annex Wythe Street Parking Lot, Site 5 – Blandford School Parking Lot, and Site 6 – Legends Park 1037 Johnson Road Parking Lot. Accepted items include household trash, furniture, appliances, carpet, food waste, grass, leaves and brush.
- **Weekly Litter Control:** The Street Operations Division continuously performs litter removal activities in all seven wards in the City. Special attention and effort are also directed at the City's gateways, major roadways and the downtown area.
- **Weekly Debris and Illegal Dumping Control:** The Street Operations Division continuously performs removal activities in all seven wards in the City to address items illegally dumped and debris placed in the roadway right-of-way. Special attention and effort are also directed at the City's gateways, major roadways and the downtown area.
- **Illegal Sign Removal:** The Division has assigned personnel to remove illegal signs that are being placed along the roadway right-of-way.

Facilities and Grounds Highlights



Facilities & Ground Division Highlights:

- **FISCAL MANAGEMENT** - Contractor assessed roof and will send quote for space over procurement
- **LEGENDS PARK** - Frazier Electric has quoted the replacement of overhead signs and will start work next week, pending approval due to spending freeze order
- **TRAIN STATION** - Repaired hole in base of column, that was created by engineering firm for inspection

HVAC CONCERNS

- **309 FAIRGROUNDS** - P.O. has been approved for replacement HVAC system

GROUNDS DEPARTMENT

- **GRASS CUTTING – Various City properties**
- **ILLEGAL DUMPING/TRASH & DEBRIS**
 - 1610 Prince George Ave
 - Albert Jones Field
 - 125 N Union St
 - Playgrounds
 - Pocahantas Island
 - 801 S ADAMS ST

Stormwater Division



- Citywide Drainage Study Work Progressing
 - Data Collection/Inventory Phase-Completed – Deliverables Submitted to GIS Coordinator (Inaccessible Structures Still Outstanding)
 - Modeling Phase Has Begun (Neighborhood Priorities for Modeling Being Re-evaluated due to Changing Development)
- Construction Phase On Multiple Projects
 - North Whitehill Drainage Improvements – Phase 1 (Construction Now Complete)
 - Fleets Branch Stream Restoration Project (Pre-Construction & NTP Completed; Construction Activity Underway)
- Path Forward For Successful Floodplain Management Review/Approval **Re-established** for the Sink Hole/Culvert Replacement @ 110 & 20 W. Bank Street (Per Meeting on 1/30/2024); NEW-Path Now Being Determined Since Collapse of Old DMW Building on 110 W. Bank Street (Decisions Pending Management/Legal Review)
- External Consultant CFM Successfully Retained To Satisfy DCR Requirements
- CFPF Round 4 Applications Being Considered by DCR for Award – Three of Five Grant Applications Submitted Were Awarded; CFPF Round 5 Applications Submitted January 24th)
- EPA Dispute on Upcoming Consent Actions (from July 2022 Audit) Resolved In Our Favor (Consent Decree Has Now Been Signed by All Parties)
- Latest Candidate Interviewed for Permanent “Floodplain Administrator” Position-Started On May 19, 2025

Statistics:

- 95%+ Of All Stormwater Reviews and Inspections Accomplished Within Timeframes Established by VESMA Regulations
- 3 Stormwater Site Plan Review Were Completed
- 16 Stormwater/Soil Erosion Building Permit Reviews Were Completed

City of Petersburg, Virginia



Thank you

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DISCUSSION ON
AMENDING THE
PETERSBURG ZONING
ORDINANCE TO REMOVE
THE REQUIREMENT FOR
A SPECIAL USE PERMIT
FOR PUBLIC OR
GOVERNMENT
BUILDINGS AND TO
ALLOW ANIMAL POUNDS
IN A, AGRICULTURAL
DISTRICT REGULATIONS

City Council

June 2025



REASON

The City of Petersburg is making needed improvements to government facilities, which includes building new facilities such as the courthouse and animal shelter to support local and regional needs.

Staff is seeking Council interest in removing the need for a special use permit to be approved for a new government buildings.

Staff is looking for direction to permit animal pounds within the A, Agricultural, District as a by-right use to support development of the new facility.

BACKGROUND

Right now, per article 23 - Supplementary Use Regulations, a special use permit is needed for public or government buildings. Further, animal pounds are not currently permitted in the A, Agricultural, District in the City Code. This amendment would allow these projects to advance as has already been supported and directed by the Council without the need to request further approvals via a special use permit and rezoning.

THE ASK

Is Council interested in staff advancing the following text amendments:

- 1) Removing the Special Use Permit requirements for public and government buildings
- 2) Adding Animal Pounds as a permitted use in A, Agricultural, Districts within the Zoning Ordinance