



# City of Petersburg Virginia

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## City Council Work Session

**July 1, 2025**  
**Petersburg Library**  
**201 W. Washington Street**  
**Petersburg, VA 23803**  
**5:00 PM**

### City Council

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

### City Administration

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

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1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Public Comments**
  6. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. Minutes of Previous Meetings: - Pages 3-30
      - June 3, 2025 Special Meeting Minutes
      - June 3, 2025 Closed Session Minutes
      - June 3, 2025 Work Session Minutes
      - June 17, 2025 Closed Session Minutes
      - June 26, 2025 Special Meeting Closed Session Minutes
    - b. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Subdivision Ordinance of the City of Petersburg for the Purpose of Updating the City's Subdivision Regulations and Bringing the Ordinance into Compliance with the Code of Virginia – Pages 31-70
    - c. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 71-74
    - d. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 General Fund – Pages 75-76
    - e. First Read and Schedule a Public Hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board Regarding 605 West Washington Street in the Folly Castle Historic District. The Architectural Review Board Determined that the Vinyl Windows and Vinyl Siding Installed Without an Approved Certificate of Appropriateness Should be Removed and that the Decorative Corbels Removed Without an Approved Certificate of Appropriateness Should be Restored; the Applicant is Requesting the Decision be Overturned in its Entirety – Pages 77-98
    - f. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA

PROPERTIES LLC for the Development of 436 Byrne Street, Located in Petersburg, VA – Pages 99-133

- g. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA – Pages 134-154
- h. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA – Pages 155-327
- i. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA – Pages 328-353
- j. First Reading & Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute a Deed of Easement Between the City of Petersburg and Virginia Electric and Power Company to Install a Transformer and Associated Underground Conduits and Cables for the Poor Creek Pumping Station Project on City Property Located at 960 Winfield Road – Pages 354-361
- l. First Read and to Schedule a Public Hearing to Adopt the City of Petersburg Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan – Pages 362-503

**7. Special Reports**

**8. Monthly Reports**

**9. Finance and Budget Report**

**10. Capital Projects Update**

**11. Utilities**

- a. July 2025 Presentation – Pages 504-510

**12. Streets**

**13. Facilities**

**14. Economic Development**

**15. City Manager's Agenda**

**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:** July 1, 2025

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

**THROUGH:**

**FROM:**

**RE: Minutes of Previous Meetings:**  
 June 3, 2025 Special Meeting Minutes  
 June 3, 2025 Closed Session Minutes  
 June 3, 2025 Work Session Minutes  
 June 17, 2025 Closed Session Minutes  
 June 26, 2025 Special Meeting 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. Petersburg\_CC.2025.06.03\_specialmeeting
2. 06032025 Closed Session Minutes

3. Petersburg\_CC.2025.06.03\_worksession
4. 06172025 Closed Session Minutes
5. 06262025 Special Closed Session Minutes

The special meeting of the Petersburg City Council was held on Tuesday, June 3, 2025 at the Petersburg Public Library. Mayor Parham called the meeting to order at 3:00 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/344619>

**1. ROLL CALL:**

Present:

Darrin Hill, Vice Mayor – Ward 2  
Charles Cuthbert, Jr., Councilor – Ward 4  
W. Howard Myers, Councilor– Ward 5  
Annette Smith-Lee, Councilor - Ward 6

Absent:

Marlow Jones, Councilor – Ward 1 (Late)  
Samuel Parham, Mayor – Ward 3  
Arnold Westbrook, Jr., Councilor – Ward 7

Present from City Administration:

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

**2. PRAYER:**

Vice Mayor Hill led the Council meeting in prayer.

**3. PLEDGE OF ALLEGIANCE:**

Mayor Parham led the Council and the citizens in the pledge of allegiance.

**4. DETERMINATION OF THE PRESENCE OF A QUORUM:**

A quorum was present.

**5. OFFICIAL PUBLIC HEARING**

- a. A Public Hearing for the Consideration of an ordinance to Appropriate Funding for the Sports Training Facility (Fieldhouse) at Petersburg High School in the Amount of \$300,000

Garry Cozier, Budget Manager, stated that this item was to appropriate \$300,000, as stated, pursuant to the Memorandum of Understanding (MOU) between the City and the School Board, and the Stadium Enhancement Committee. The request was \$300,000, which would be drawn from the funds set aside for this purpose from Capital Improvements. He noted that this action would fulfill their full commitment of \$2.7 million, as outlined in the Memorandum of Understanding.

Vice Mayor Hill opened the public hearing.

Barbara Rudolph, 1675 Mount Vernon Street, stated that she felt it was essential to explicitly state the confirmation of the City’s contribution in a written resolution. She emphasized that someone other than the City must contribute to this project, considering it was intended to be a public-private partnership.

Seeing no other speakers, Vice Mayor Hill closed the public hearing and the matter rested with Council.

Council Member Smith-Lee made a motion to adopt the Ordinance to Appropriate Funding for the Sports Training Facility (Fieldhouse) at Petersburg High School in the Amount of \$300,000. Council Member Myers seconded the motion.

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

## 6. UNFINISHED BUSINESS

### a. Consideration of the Approval of the Proposed City of Petersburg FY26 Operating Budget

Garry Cozier, Budget Manager, stated that he presented this item for a public hearing at the last regular scheduled meeting, where it was tabled until this meeting. As a result, the budget was currently balanced at \$144,338,153 across all funds.

Vice Mayor Hill asked if there were any questions from Council Members at this time.

Council Member Cuthbert said that there was a \$3 million line item for a class and compensation study in the budget on page 77, currently listed as non-departmental. However, it was departmental, but they did not yet know how it would be divided among their departments. He stated that he was not prepared to support a budget that lacked transparency regarding this allocation. He expressed concern that this lack of description was not in the spirit of transparency.

Council Member Cuthbert said that he was concerned about how the \$3 million would be distributed among the Police, Fire Department, and other City departments. He said that at this point, Council did not have the answer to that, but it was important for them to know that in order to make these very important budgetary decisions. They had been discussing the need for this funding for a long time, and he completely agreed that they needed to attract and retain qualified City employees. He also did not necessarily have an issue with the \$3 million figure, but he could not adequately do his job as a Council Member if he did not know how that \$3 million was being distributed among their various departments.

Vice Mayor Hill asked if the City Manager could provide some context regarding that line item.

John Altman, City Manager, explained that they had taken a similar approach to last year's pay increase, placing it in a single line item in the budget. This allowed for adjustments to be made by the Council, such as reducing the percentage salary increase, without having to revisit the salary and benefits for each department individually. They did not allocate funds for salary and benefits in each departmental budget separately; instead, they held the item as a single line until the budget was adopted, and then distributed the funds accordingly.

City Manager Altman stated that they had the class and comp study as well as a request he would share with Council. He noted that they had not had individual meetings with employees to discuss what they potentially may be getting. He did not want to get too ahead of that, but he understood Council Member Cuthbert's concern. He reiterated that by placing the item in a single line, they could ensure that the funds were distributed according to the plan once the budget was adopted.

Vice Mayor Hill asked if Council Member Cuthbert would be supportive of City staff explaining the departmental needs and how the \$3 million would be used after the budget was adopted.

Council Member Cuthbert stated that he felt that the Council and the public should have the opportunity to consider the allocation of the \$3 million.

Mr. Cozier clarified that the study would be shared with Council once it was finalized, so they would have the opportunity to review those recommendations.

Council Member Cuthbert asked why that was not done before Council was presented this item.

City Manager Altman explained that they knew the cost of the implementation of the program, which was provided in the budget. The City Administration wanted to have meetings with individual staff members before it became a public topic, which was why the \$3 million was considered departmental at this time. They would have the funding available before distributing it to their employees, which they would also provide to Council.

Council Member Cuthbert asked why that had not been done upfront.

City Manager Altman clarified that they must have Council's approval and the adopted budget before they could move forward with their meetings with staff.

Vice Mayor Hill stated that ultimately, they could not have meetings with department heads if the necessary funding was not in place. They could not inform department heads that they would receive a certain amount of money before Council approved or denied it.

City Manager Altman stated that he understood Council Member Cuthbert's position on the matter, and he respected the preference for having those details, but the majority of Council did not feel those details were necessary at this time in the process. As a result, they proceeded with the majority consensus of Council, which had been supportive of implementing the class and comp study recommendations to make their community more competitive with neighboring areas. If his approach was an overstep, he apologized to the Council for any inconvenience that may have caused.

Council Member Cuthbert asked why the proposal was not included in the budget on a department-by-department basis in the budget.

City Manager Altman replied that their initial focus was on funding the overall implementation, rather than individual departmental information.

Council Member Cuthbert asked how they would determine if a department was staying within its budget if the full departmental budget had not been presented to the Council beforehand.

City Manager Altman explained that when the Council adopted the budget, the allocated dollars would be distributed to the departments based on the plan's specifications for each individual employee. This included the adjustments for promotions to new grades and corresponding step increases within those grades. The goal was to ensure that each department received the necessary funding to implement the new pay plan and address compression, without exceeding their budget. By breaking down the numbers, they could provide the departments with the exact amount they needed, ensuring they stayed within budget and aligned with the plan.

Mr. Cozier explained that they were conducting a monthly budget-to-actual review, where they closely monitored the budget as it was implemented after the budget was adopted on July 1.

Council Member Myers made a motion to approve the Proposed City of Petersburg FY26 Operating Budget. Council Member Smith-Lee seconded the motion.

Council Member Cuthbert made a substitute motion that they table this item until the City Manager provides information to Council and to the public about how the \$3 million would be allocated among the various departments.

Council Member Cuthbert stated that he believed that this information was essential to understanding the total picture they were being asked to approve.

Council Member Jones apologized for being late to the conversation. He asked what the concern was regarding the \$3 million.

Vice Mayor Hill explained that the \$3 million was allocated as a single line item in the budget, which would be used to implement the recommendations from the comp and class study. It would be distributed among departments from that line item's amount. He said that Council Member Cuthbert had requested to see itemized breakdowns for how the money would be distributed to different departments.

Council Member Jones asked if this \$3 million would be providing raises to their employees.

City Manager Altman clarified that this item was meant to address issues of pay scale compression and adjusted salaries. The intent was to make their City employee salaries more competitive within the region to attract talent and retain employees with the updated pay scales. The \$3 million would accomplish that; the Council would adopt the budget and staff would distribute the funds accordingly to departments. He explained that Council Member Cuthbert wanted a breakdown of those funds prior to adoption. He confirmed that this item was part of the City's promise to address their employees' pay.

Council Member Jones noted that Council Member Cuthbert was the main proponent for adjusting their City employees' salaries to be more competitive. He asked the City Manager if they had the ability to itemize the funds once the total amount was approved, in order to ensure they prioritized giving raises to their lowest-paid employees rather than those making over \$100,000.

City Manager Altman explained that the class and comp study worked by placing the City on a pay scale, while also positioning individual employees within their respective grade and step. Their goal was to become more competitive. They were not yet on par with localities like Henrico and Chesterfield, but they were making progress and this plan would bring them closer to that level of competitiveness. Once the amount was adopted, they would then focus on addressing individual employees based on the study's findings, rather than the Administration's or Council's preferences. He reiterated that they would align employees' grades and steps according to the study's recommendations.

Council Member Jones asked if, once the allocation was approved, they would begin reviewing the individual departments and determining how to implement their respective salary increases.

City Manager Altman confirmed that yes, they would do so based on the study's results.

Council Member Jones expressed concern about all of their departments, but especially their Police, Fire, Social Services, and Parks and Recreation Departments. He emphasized that they must be fair across the board with compensating their employees. He said that he was supportive so long as they had the ability to adjust the allocations once it was approved.

City Manager Altman confirmed that they had the flexibility to adjust upwards; however, he did not believe they could reduce anyone's salaries as they were based on the current market.

However, if they found employees were working additional hours or duties had been combined, they always had the ability to provide adjustments in pay as a result of that.

Vice Mayor Hill asked if there was a second to Council Member Cuthbert's substitute motion. With no second, the substitute motion died and the original motion remained on the floor.

Vice Mayor Hill called the vote on the original motion to approve the Proposed City of Petersburg FY26 Operating Budget.

On a roll call vote, voting yes: Myers, Jones, Smith-Lee, and Hill; no: Cuthbert; Abstain: n/a; Absent: Jones.

Council Member Cuthbert expressed concern that he had questions that remained unanswered so he could not vote in support of the budget.

**7. ADJOURNMENT**

Vice Mayor Hill made a motion to adjourn. All members of the Council present voted in the affirmative. Meeting adjourned.

The City Council adjourned at 3:36 p.m.

DRAFT

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, June 3, 2025, at the Petersburg Public Library. Vice Mayor Hill called the Closed Session Meeting to order at 3:36 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/344627>.

**1. ROLL CALL**

Present: Council Member Charles Cuthbert  
Council Member Marlow Jones  
Council Member Howard Myers  
Council Member Annette Smith-Lee  
Vice Mayor Darrin Hill

Absent: Council Member Arnold Westbrook  
Mayor Samuel Parham

Present from City Administration:  
City Manager John March Altman, Jr.  
City Attorney Anthony Williams  
City Clerk Tangi Hill

**2. CLOSED SESSION**

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

- a. §2.2-3711(A)(3) of the Code of Virginia for the Purpose of Discussion or Consideration of the Acquisition of Real Property for a Public Purpose and the Disposition of Publicly Held Real Property Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body, Specifically Including But Not Limited to the Acquisition and Disposition of Real Property; and
- b. §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 Actual or Probable Litigation; 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

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

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

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

The Council entered Closed Session at 3:39 p.m.

Mayor Parham arrived.

Vice Mayor Hill left the meeting.

**CERTIFICATION**

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

Council Member Myers made a motion to return the City Council to 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, Jones, Myers, Smith-Lee, and Parham; No: N/A; abstain: N/A.

**2025-RES-027**

**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 5:01 p.m.

Mayor Parham entertained a motion to add to the agenda a Resolution to Authorize a Competitive Application for the Industrial Revitalization Fund in Support of the Demolition of the Former Travel Inn.

Council Member Myers made a motion to add to the agenda a Resolution to Authorize a Competitive Application for the Industrial Revitalization Fund in Support of the Demolition of the Former Travel Inn. 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, Jones, Myers, Smith-Lee, and Parham; No: N/A; abstain: N/A.

Mayor Parhan entertained a motion to adopt a Resolution to Authorize the Competitive Application for the Industrial Revitalization Fund in the Support of the Demolition of the Former Travel Inn.

Council Member Myers made a motion to adopt a Resolution to Authorize the Competitive Application for the Industrial Revitalization Fund in the Support of the Demolition of the Former Travel Inn. Council Member Jones seconded the motion.

**2025-RES-026      A RESOLUTION TO AUTHORIZE THE COMPETITIVE APPLICATION FOR THE INDUSTRIAL REVITALIZATION FUND IN THE SUPPORT OF THE DEMOLITION OF THE FORMER TRAVEL INN**

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

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

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

**3.      ADJOURNMENT:**

City Council adjourned at 5:02 p.m.

The work session meeting of the Petersburg City Council was held on Tuesday, June 3, 2025 at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:00 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/344635>

**1. ROLL CALL:**

Present:

Samuel Parham, Mayor – Ward 3  
Marlow Jones, Councilor – Ward 1  
Charles Cuthbert, Jr., Councilor – Ward 4  
W. Howard Myers, Councilor – Ward 5  
Annette Smith-Lee, Councilor - Ward 6

Absent:

Darrin Hill, Vice Mayor – Ward 2  
Arnold Westbrook, Jr., Councilor – Ward 7

Present from City Administration:

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

**2. PRAYER:**

Council Member Smith-Lee led the Council meeting in prayer.

**3. PLEDGE OF ALLEGIANCE:**

Mayor Parham led the Council and the citizens in the pledge of allegiance.

**4. DETERMINATION OF THE PRESENCE OF A QUORUM:**

A quorum was present.

**5. PUBLIC COMMENTS**

Marlo Green, 301 Rolfe Street, stated that she would like to briefly mention the rules of Council. She said that she was not aware of any explicit language prohibiting the use of visual aids, such as screen presentations, but she was notified in April that they could no longer offer visual aids during the public comment period. She expressed concern that removing this option limited the public's ability to effectively communicate important information, particularly for those watching virtually at home. This decision was a disservice to residents who rely on these meetings to stay informed and engaged.

Ms. Green said that she understood the desire for order and structure, but she suggested considering a requirement for public presentations to be given two business days prior to the City Council meeting. She respectfully requested clarification on this decision and whether any formal policy change was taking place. She emphasized that the community deserved transparency and access to the same tools used by Council and City staff to convey information.

Ms. Green stated that she would also like to discuss an incident that occurred on Pocahontas Island. She said that the gentleman she saw in the packet was at her home on May 28. The same day, he placed red tag notices on several properties on the island. His initial question after ringing her doorbell

was whether she was the person who prepares the newsletter. He then asked if she knew a certain individual, which was unusual because that individual was with him the first time she had seen him. She wanted to be clear that this is not a case of checkers, but chess. She said that she will not tolerate directed intimidation by individuals targeting her.

Ms. Green said that she did not wish to imply that anyone on City Council or the City Manager was involved, but the sequence of events was unusual. Furthermore, she wanted to emphasize that they are a community, and they should not point fingers at each other. She said that she did not want City officials knocking on her door unless they have a scheduled appointment, as this was not safe and it was very unusual.

MS. Green said that furthermore, she had provided photographs of 1206 West High Street. She said that she hoped the City would get a code compliance notice, similar to the swift action taken to put red tag notices on Pocahontas Island properties. She said that the property had a collapsing roof line, a deteriorating porch, and a compromised foundation. She said that she had lived there in 2016 and had complained about it every other month, but it had never been red tagged. She said that it was alarming to see how quickly Pocahontas Island properties had been addressed, so she expected to see a red tag on this property tomorrow.

Amanda Wyatt, 224 Witten Street, said that she was one of the properties that was red-tagged on Pocahontas Island, but she had the chance to speak with some individuals who were working with her. She said that they were helpful, as she had just had a contractor visit the property the day before. She said that the property was red-tagged the same day. She said that she wanted to thank the City for working with her, but she was getting ready to do some work herself.

Barbara Rudolph, 1675 Mount Vernon Street, said that she wanted to commend Marlo Green for her comments regarding citizens providing presentation materials, and she hoped the council would take that to heart and review the policy. She said that she would like to bring up a couple of points. Firstly, she wanted to mention the ordinance that was added to the closed session agenda at the previous meeting, which was to rescind the ordinance to make the deal for Sycamore Grove and the Adams Street development.

Ms. Rudolph said that she understood from reading the recent article in the Progress Index that the City had not been willing to provide any information on the situation. She hoped the Council would reconsider and provide more transparency, as there had been many promises made over the past two and a half years. For example, Governor Youngkin's visit in 2022, when he and Mayor Parham discussed bringing a major grocer to the area, and the fact that two different chains were competing for the project. Unfortunately, it appeared they were back to square one.

Ms. Rudolph said that she believed the public deserved more attention and information on this matter. Additionally, she shared Councilor Cuthbert's concern about the compensation and class study. It had been over two years since the Request For Proposal (RFP) closed, and she thought it was essential that they had a clear understanding of the study's findings and how they would impact various City departments and positions. Specifically, she would like to know the incremental changes that would result from the study and how they would affect staffing levels, salaries, and departmental budgets.

Ms. Rudolph said that she had discussed these questions with Mr. Cozier and Mr. Glaster, and she appreciated their efforts to provide information. However, she believed it was crucial that they had a clear and transparent understanding of the study's findings and their implications for the City's employees. She reiterated that they did not have any current information on the positions and salaries they have. She noted that this information used to be provided with the budget presentation, so she hoped it would be included in the final budget along with a distribution of the comp and class funding. Otherwise, the \$3 million was an estimate that needed to be developed further. She added that the employees needed to be informed of this as well in order to maintain their morale.

Bobby Beverly, 225 Dundee Drive, stated that Mr. Cory Harris had a nonprofit organization with a virtual museum, a website, and tens of thousands of dollars in donations throughout the state of Virginia. He explained that Mr. Harris had also donated to City Hall, schools, other nonprofits, and provided thousands of dollars for Christmas items the previous year. Yet, he received no respect. He did not understand why this was the case. This was important because their residents needed help.

Mr. Beverly said that he believed Mr. Harris was due an apology, although he did not think that would happen. He said that he was not sure where to take this, but he would touch on one point - the virtual museum. He explained that Dr. Farley was supposed to be the one who came up with the idea with Mr. Harris. He said that some of the Council Members were aware of this, but he was supposed to be involved with the museum. He said that he was shocked that some of the Council Members had joined forces with people who were not qualified to speak on this subject.

Mr. Beverly said that he would like to close by addressing a video that had been circulating online. He said that it had been seen by everyone, and it was about Ms. Atkinson's claim that Petersburg was the origin of Memorial Day. He said that this was not accurate. He said that Memorial Day actually started in South Carolina, specifically in Charleston. He said that it was 13 Black women who started it, and this could be easily proven. He said that he had already put this online to debunk Ms. Atkinson's narrative. He said that he would like to thank Council for their work and hope that they would correct this situation with Mr. Harris, as he deserved to be respected, just like everyone else in this room.

Sarah Melissa Widiak, 22 Center Hill Court, stated that she was here today to request transparency. She said that the article on Sycamore Grove had raised questions about the lack of information regarding the project's cancellation. She believed the citizens deserve to know the reasons behind this decision and the motivations behind it. She thought the courthouse project also deserved greater transparency. As far as she knows, there had been no public meetings, which was concerning, especially considering its impact on two historic districts in the City.

Ms. Widiak stated that it seemed they had invested more time and resources into informing the public about minor projects, such as sandwich signs, than they were allocating to a million-dollar contract and building project that would have a significant impact on downtown for decades to come. She said that she hoped that they would prioritize community input on these major projects as much as they did for the sandwich board signs. Finally, she would like clarification on the process for community input after a motion has been seconded. She said that she missed the discussion earlier today and was wondering if someone could explain the procedure to her.

**6. APPROVAL OF CONSENT AGENDA (TO INCLUDE MINUTES OF PREVIOUS MEETINGS)**

a. Minutes of Previous Meetings

May 20, 2025 City Council Closed Session Minutes

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

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

d. First Read and Schedule a Public Hearing for the 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

- e. First Read and Schedule a Public Hearing for the 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
- f. First Read and Schedule a Public Hearing for Amend and Readopt the City Ordinance Pertaining to the Planning Commission to add Language Clarifying the Ability to Compensate Planning Commission Members
- g. First Read and Schedule a Public Hearing for Michael 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
- 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
- i. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

Council Member Smith-Lee made a motion to adopt the consent agenda as presented. Council Member Jones seconded the motion.

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

## **7. SPECIAL REPORTS**

- a. LISC Petersburg – Jane Ferrara, Executive Director of LISC Virginia

Jane Ferrara, Director of Local Initiatives Support Corporation (LISC) Virginia, gave an update on some of the activities LISC Virginia was undertaking in the City of Petersburg. She explained that Local Initiatives Support Corporation is a non-profit organization that provides financial and programmatic resources to communities in need. As a Community Development Financial Institution (CDFI), they act as lenders and resource providers, bringing capital and expertise to communities to catalyze economic opportunities. They had been working in Petersburg for quite some time, and their vision for this City and community was hopeful. They believed that investments could catalyze lasting economic opportunities for residents throughout the city.

Ms. Ferrara stated that their work focused on aggregating financial resources, primarily in the form of loans and grants, and deploying them in neighborhoods that needed these investments. As a national organization headquartered in New York City, they had coverage in most states, including rural areas. They also had affiliate organizations that provided for-fund management and tax credit syndication, such as Broad Street, LISC Fund Management, LISC Green, and the National Equity Fund. In this region and Richmond, they focused on four of their ten core areas, which she would discuss in more detail later. Before she proceeded, she would like to announce that in 2025, LISC was celebrating 35 years of work in the Central Virginia region.

Ms. Ferrara stated that over this period, they had invested over \$203 million in the Central Virginia MSA, which had been leveraged to almost \$800 million of investment. This had

supported the development of 6,900 affordable homes and apartments, as well as 1.1 million square feet of commercial space. As she mentioned earlier, they had four pillars of work, including affordable housing, wealth building, economic development, and lending.

Ms. Ferrara said that with wealth building, this area of work primarily took place within their financial opportunity centers. She said that in Petersburg, they had served 309 residents over the last few years. She said that they had launched a Smart Savings Program, an asset-building program that encouraged participants to establish savings accounts, which were then matched with money provided through grants. She said that they had also integrated this program with their home ownership readiness program through Wealth Opportunities Realized Through Homeownership (WORTH).

Ms. Ferrara continued to explain that they had partnered with Virginia State University (VSU) to create a Digital Inclusion program, which was launched a couple of years ago. This program trained VSU students to teach fundamental computer and internet skills, including job searches, telehealth, and access to resources. She said that they had hosted these classes on Saturday mornings at the Petersburg YMCA, and in the last two years, they had assisted 120 Petersburg residents. Those who completed the program received a free laptop as a result.

Ms. Ferrara said that on the affordable housing front, they worked in a couple of key areas. Their longest-standing program was the Partnership for Neighborhood Renewal (PNR), funded by the Cameron Foundation. They also partnered with organizations like Project Homes and Rebuilding Together Richmond, among others, including the Historic Petersburg Foundation, which had helped them with intensive investment in the Poplar Lawn Historic District. She said that they had renovated 14 homes in this neighborhood, such as the provided before-and-after pictures of a house at 120 Liberty Street. This was about 10 or 11 years of work, and the last house was sold recently.

Ms. Ferrara stated that two years ago, they had initiated a homeownership program to help aspiring homeowners achieve that dream, with a focus on those who had experienced historical barriers to achieving homeownership. She said that through the Wealth Opportunities Realized Through Homeownership Program, they had made significant progress in this area. She said that the program, funded by the Wells Fargo Foundation, had enabled them to assist aspiring homeowners with down payment assistance, housing counseling, and other services to prepare them for homeownership.

Ms. Ferrara said that their partners had also provided down payment assistance grants and housing counseling services. This program required a diverse group of partners to be successful, but they were seeing significant results in the region in terms of helping people become homeowners. In the City of Petersburg, over the past two years, they had assisted 78 families, with 68 becoming homeowners since 2023. They had also deployed 120,000 down payment assistance grants and provided housing counseling services.

Ms. Ferrara added that this year, they would be launching additional homebuyers clubs in rental communities and faith-based organizations to provide homeownership education. She said that they were also conducting a housing developer training institute to prepare small contractors and businesspeople who wanted to become housing developers. Furthermore, they would be standing up an Heirs' Property Services program, also known as Tangled Title, to address the issue of unclear property titles. She said that Heirs' Property, or Tangled Title, occurred when a property's legal title did not accurately reflect the current ownership or occupancy of a dwelling.

Ms. Ferrara said that this could happen when a property was passed down through generations without proper documentation or legal transfers. As a result of an unclear title, individuals may not be able to qualify for home repair programs, grants, and resources. In disaster situations,

unclear title could also make it difficult to access disaster relief funding through FEMA and other sources. To address this issue, they had created the Heirs' Property Network, a free and charitable network of legal providers aimed at helping individuals qualify for full legal rights as homeowners. By clearing these titles, homeowners could access their equity and use it to their advantage. The Richmond Heirs' Property Network could fund cases up to \$7,500 per case to clear these services.

Ms. Ferrara stated that additionally, they had been working in the economic development space in the Petersburg area for at least five years. They had provided low-cost capital to small business entrepreneurs through a zero percent business loan program. This program was paired with technical assistance through the small business development program. To date, in the City of Petersburg, they had provided \$415,000 in zero percent interest loans to businesses across the City.

Ms. Ferrara said that as a Community Development Financial Institution and a lender, lending was at the core of LISC's mission. It involved bringing capital and making it accessible to projects and businesses that might not otherwise qualify for traditional forms of financing or other lending products. They primarily financed affordable housing, economic development, and community facilities. They also invested in other ways through her affiliate organizations, such as new market tax credits and low-income housing tax credit (LIHTC) syndications. In fact, this very building they were in today was assisted by a LISC new market tax credit investment.

Ms. Ferrara said that they were proud to be a contributor to the establishment of such a lovely facility and an anchor in the community. They were delighted to help with the Petersburg Hotel project, restoring the building to its original grandeur. She noted that LISC did not do what it did in a vacuum or by itself. They relied on strong, like-minded partners to achieve everything they did and create the impacts they did in the communities they served.

Ms. Ferrara summarized that LISC believed in a collective impact approach to comprehensive development, where diverse groups worked together towards common goals. They were pleased to do this work in the City of Petersburg. She said that they were currently wrapping up her new three-year strategic plan, which placed a prominent role in the City of Petersburg. She said that they were making deeper commitments in this City and were proud to do so.

b. Presentation of the Recommended Community Development Block Grant (CDBG) Fund Subrecipients for Program Year 2025 – 2026 and Fiscal Year 2026

Naomi Siodmok, Director of Planning and Community Development, introduced Kofi Adih, who would be leading the presentation, as well as the draft recommendations. She said that the action meeting on this item was scheduled for next month.

Kofi Adih, Chairman of the CDBG Advisory Board, stated that he would be presenting information on CDBG Program Year 2025. He explained that the CDBG Advisory Board administered the program under the guidance of Ms. Siodmok, the Director of Planning and Community Development, and Jennifer Murphy, their administrator for CDBG. This marked his fourth year as Chairman of the Board, and he could say it had been an interesting and rewarding journey as they helped numerous non-profit and government agencies use CDBG funds effectively.

Mr. Adih stated that in terms of their Board's structure, they had one member per ward and five at-large members, totaling 12. He said that currently, they had six active members on the Board. He noted that they currently had multiple vacancies on the Board, so he implored Council Members Westbrook and Jones to encourage their constituents to apply for the ward positions, as well as for the at-large positions.

Mr. Adih explained that the CDBG funding program was divided based on population. For areas with a population of 50,000 or more, the program was administered directly by Housing and Urban Development (HUD). For areas with a population of 50,000 or less, the program was administered by the state. He noted that Petersburg was a special case, as they did have a smaller population but did report directly to HUD. He said that examples of projects included Parks and Recreation, City demolitions, and numerous non-profit organizations providing community services.

Mr. Adih stated that they were governed by 24 CFR 570, which required all projects and subrecipients to meet one of the three national objectives. He stated that 15% of a municipality's CDBG allocation was allowed to support public services and a capped 20% for administrative fees, so no more than 20% of their yearly application could be allocated to CDBG administrative costs. He continued to explain that some of the City's census tracts were not eligible to receive CDBG funding as they once did.

Mr. Adih emphasized that they must ensure the program was administered properly, including having a target population for the funding. This was true for any City. He said that Petersburg, unfortunately, was once considered as a whole to be a low to moderate income area, but as the economy improved, some areas may not be directly eligible. However, the City as a whole could still utilize CDBG funding in certain pockets. This did not change their current program.

Mr. Adih said that next, he would like to present their progress over the past four years. One of their goals was to fill their vacant Board seats. They also aimed to strengthen their connections with community stakeholders. In March and April, he met with their subrecipients to provide them with a platform to share their programs and community initiatives. They also conducted a public hearing on community needs, gathering insight from the community. They strove to take their own recommendations and incorporate community input, resulting in a viable consensus.

Mr. Adih said that furthermore, they would continue to update their operating procedures. He recalled when Mayor Parham first appointed him, he received a binder dated 1992. They aimed to keep their processes updated to avoid similar issues in the future. Now, he would discuss some of their accomplishments. In November 2024, the HUD field office from Richmond recognized their efforts in administering the CDBG program. He said that he would like to extend his gratitude to Ms. Siodmok and Ms. Murphy, as well as all the other parties involved, for their contributions. He said that he hoped HUD would continue to acknowledge Petersburg's progress in CDBG administration.

Mr. Adih said that he had provided a letter from HUD regarding the current year's potential allocation. It discussed the current year's potential allocation and HUD's recommendations for their funding uses. He said that key points included that they had been awarded or were potentially awarded \$585,812, and they were eligible for the Section 108 program. One important note was that since they had met their timeliness goals and were compliant, they were eligible to borrow against their future awards, resulting in a potential allocation of \$2,929,060.

Mr. Adih said that this amount was contingent on their timeliness and progress as a Board. He said that recommended uses, as outlined in the letter, included funding opportunity zones, gap financing for large-scale community projects, and addressing local housing shortages. He said that as they were aware, housing remained an issue in the City of Petersburg, as it was nationwide. However, the planning deadline was August 16, when they must have an annual action plan and all necessary details wrapped up for this program year.

Mr. Adih said that moving forward, he would present the applicants. As they would see, they would review the metrics and statistics on subsequent slides. He said that a total of \$1,385,355 was requested from the Advisory Board, whereas their budget was approximately \$585,000.

Unfortunately, they had more need than they had funding, a trend that occurred every year. Next, they would review the breakdown of statistics, which showed that public services continued to be the largest request for CDBG funding. Furthermore, there was a breakdown of which requests met each of the three national objectives from HUD.

Mr. Adih said that the majority of applicants were non-profit and charitable organizations, a trend that had persisted for the past four years. They had been awarded \$585,812, which for public services was capped at \$87,871, and an administrative cap of \$117,162. Due to the timing of the letter, there were some minor adjustments to allocations to subrecipients, so the total amount recommended for funding was \$582,436. The Board's goal was to make a decision on June 17, after City Council had had a chance to consider the applications. To facilitate this, they would be meeting individually or in pairs with City Council members to provide insight into the applications and answer any questions to ensure the Council's decisions on June 17 were well-informed.

**8. MONTHLY REPORTS**

There was no report.

**9. FINANCE AND BUDGET REPORT**

There was no report.

**10. CAPITAL PROJECTS UPDATE**

There was no update.

**11. UTILITIES**

a. June Presentation

Jerry Byerly, Director of Public Works & Utilities, presented the monthly Utilities report. He stated that they had 29 water utility work orders, 44 wastewater work orders, and 54 water meter work orders. Utility billing reported a total of 246 transactions, with 63 terminations and 186 new services. From the Street Operations division, they began inspecting street lights in the City last night. He explained that this process was expected to take four to six weeks to complete and would be done annually. They had four employees working overnight, and they were logging any street lights that were theirs and sending notifications to Dominion Virginia Energy for them to repair.

Mr. Byerly stated that the Citywide pothole blitz concluded on May 2, with over 3,200 potholes repaired using City crews and contractors. Residents could report any remaining potholes or new ones that had appeared since May 2 by contacting the Street Operations division or submitting a service request through the City's website. The Citywide cleanup event took place on May 10, with Streets arranging for dumpsters at various locations. The cleanup accepted items such as trash, furniture, appliances, carpet, food waste, grass, leaves, and brush.

Mr. Byerly stated that ongoing weekly litter control, street operations, and maintenance activities continued in all seven wards. Special attention was given to the City's gateways, major roadways, and downtown areas, with weekly debris and illegal dumping control. The Street Operations division was also addressing illegally dumped items in the right of way and removing illegal signs. They had seen a decrease in these issues since they began aggressively addressing them over the past two months. Physical management was also being addressed, with a contractor assessing the roof and providing a quote for repairs.

Mr. Byerly stated that Frasier Electric had provided a quote for overhead signs, which would begin work next week. Additionally, a hole at the base of one of the columns at the train station was repaired after an engineer took a piece of wood out to conduct a study. The P.O. had been approved for a new HVAC system at 309 Fairgrounds, and Grounds staff were performing their routine grass-cutting as well as handling the illegal dumping on Prince George Avenue, Albert Jones field, North Union Street, playgrounds, Pocahontas Island, and 801 South Adams Street.

Mr. Byerly said that in the Stormwater Division, the Citywide Drainage Study data collection and inventory phase was complete, and the modeling phase had begun. Multiple construction projects were underway, with North Whitehill now complete and Fleets Branch nearing completion. The pre-construction and notice to proceed phases for these projects had been successfully completed.

Mr. Byerly said that regarding the sinkhole on Bank Street, the approval process had been re-established, and an external consultant, Timmons, had been retained as the certified floodplain manager for another year. He said that the CFPF Round 4 applications were being considered for award by the DCR, with three of the five applications being awarded. The EPA dispute had been settled in the City's favor, and the latest candidate was interviewed for floodplain administrator, who began working on May 19 and was doing well so far. He said that 95% of all stormwater reviews had been completed on time, and the three stormwater site plans had been reviewed, with 16 stormwater and soil erosion building permit reviews also completed.

**12. STREETS**

There was no report.

**13. FACILITIES**

There was no report.

**14. ECONOMIC DEVELOPMENT**

There was no report.

**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

Naomi Siodmok, Director of Planning & Community Development, stated that she would discuss a potential text amendment to their City Ordinance and seek Council's direction. Currently, they were moving forward with improvements to City facilities, including the animal shelter and courthouse. Staff would like to gauge the Council's interest in amending their code. At present, their code required a special use permit for any government building and did not currently permit animal shelters in agricultural districts.

Ms. Siodmok explained that they had already received direction from Council regarding the courthouse and animal shelter, so staff would like to ask if there was interest in removing the requirement for a special use permit for projects that Council was already in support of. Specifically, they were considering removing this requirement for public and government buildings and allowing animal shelters in agricultural zoning districts. She said that she would appreciate any questions, comments, or direction Council may have on this matter.

Council Member Jones said that he was supportive of the amendments, but he would like to hear Ms. Siodmok's professional opinion on the matter.

Ms. Siodmok replied that staff had been working with Council throughout this entire process. They had worked with the Council to help government buildings move forward, so the need for a special use permit on City-owned property for a government structure that they were working on collaboratively seemed a bit redundant. She stated that for animal shelters in the agricultural district, staff could review any stipulations or standards that should be in place, including acre size, noise, or other factors, to establish a standard for other agricultural zones. With that in mind, they believed that this type of use could be accommodated on a large property, including an agricultural property.

Council Member Jones noted that this may provide some benefit to their new animal shelter.

Ms. Siodmok stated that staff would work with the Planning Commission to move this forward, and then would come back to Council with an update.

b. COPS and SAFER Grant Presentations

John Altman, City Manager, stated that Council had previously discussed these two grants at their annual retreat meeting. At the time, they were aware that the programs were more substantial than initially thought. However, there had been changes since then. He would like to discuss these changes with Council and determine if there was still interest in pursuing both programs, which would support the addition of additional police officers and firefighters.

Travis Christian, Chief of Police, stated that this year, there had been changes to the grant offered through the Federal Government Department of Justice Office of Community Oriented Policing Services. In previous years, this grant had been funded annually. This year, the grant had undergone slight modifications. It provided up to 75% funding for entry-level officers, salaries, and fringe benefits over a three-year period. There was a one-time, one-officer payment of \$125,000, which was not per year.

Chief Christian said that the grant also required a 25% local match, which was required by the City, and its purpose was to enhance community policing capacity and public safety overall. The requirements were that they must hire a new officer, additional full-time sworn officers, and these officers must be above the current budgeted officer's level. He said that the City's current full-strength complement was 88 sworn officers. They could not use these grant funds to supplant existing positions or replace retirees. The grant cycle was five years, which included one year of recruitment, three years of actual funding of the officer, and then one year of retention obligation required by the City.

Chief Christian said that the DOJ capped the request at 20% of the actual strength, and at that 20% of the actual strength, they were able to apply for up to 17 officers based on their complemented strength of 88 officers. For example, the NYPD had approximately 33,000 officers, Chicago had approximately 13,000, and Cincinnati had approximately 1,000. However, these agencies had received about 50 officers as opposed to their requests. They would be discussing with the City Manager exactly what their department would be requesting, but if they were to request a full complement of 17 additional officers, they would have a match, and the actuality of it was that they would probably get about three to seven officers based on previous years and other agencies' requests.

Chief Christian noted that it was a possibility that they would not get any based on the cut by DOJ. He said that this grant was competitive nationwide, and there were only 250 grant

opportunities that would be awarded. Therefore, staff was asking if the City would be willing to put forth a 25% match if they were able to move forward with this grant opportunity.

Council Member Jones asked how their current authorized strength compared to what they had 10 years ago.

Chief Christian said that looking back about 10 years ago, they had approximately 126 authorized sworn officers, and today, they had 88.

Council Member Jones said that he believed they should move forward with both grants, but he had concerns that these grants may not be sufficient for their needs, particularly what they required to stay ahead of the curve. He asked how fluctuations in crime affected their local police department.

Chief Christian explained that currently, their department received approximately 70,000 to 100,000 calls for service annually. This past year, they reported around 98,000 calls for service. As the number of calls for service continued to rise, it put an immense strain on their department. They faced numerous demands, including traffic enforcement, investigations, and other tasks that required significant manpower. Right now, they were stretched very thin. With the anticipated growth of their community and the expected influx of new residents and visitors, it was clear that they would need to work very hard to regain the level of service they had 10 years ago.

Council Member Jones stated that he believed it was essential to provide not only an adequate number of officers, but more than what was required, so that their streets were protected. He added that they could receive more local revenues from drivers speeding through their locality if they had enough officers to patrol their major travel corridors.

Chief Christian confirmed that they had observed an increase in traffic flow in the City, particularly in the major corridors, mostly due to rerouted traffic from interstate construction. A significant portion of this traffic passed through the City via Adams Street, entering from Colonial Heights and being redirected onto the interstate. He noted that one crucial aspect was that the police officers were required to enforce traffic, but due to the high demands on their calls for service, they were unable to effectively utilize stationary or mobile radar equipment. Instead, they conducted traffic enforcement between calls, albeit briefly. He believed that a dedicated team needed to be engaged to address this issue.

Council Member Jones expressed concern that a much greater investment was necessary for their police department to do their work effectively and keep their community safe. He noted that the SAFER and COPS grants were not guaranteed, and they must consider how to maintain and improve their emergency services regardless of the outcome of the grant applications. He recalled that Petersburg once did have adequate staffing to handle multiple emergencies simultaneously, and he would like to know what was necessary to be proactive from their current position.

City Manager Altman stated that when they first discussed the grant program, they were under the impression that it would be for three years, and 100% of salary would be covered, which would have allowed them to make those requests on both the Police and Fire Departments, get people in, and then utilize the permanent casino revenues during that timeframe to plan for and fall back on to handle the increased costs. However, due to the changes in the program, they would not have that full advantage, so they would have to take it on a bit earlier.

City Manager Altman explained that what he recommended was to apply for the grant, and he believed they could afford the five-year match. They would review upcoming budgets to see if

they could reapply, and also look towards the casino revenues starting next year to add additional officers. Currently, they did not have the capacity, but moving forward, they would. They needed to be financially secure and do it in a sound manner. They were committed to building both departments up to strength, but they had been dealt a curveball with the new administration's changes to the program.

City Manager Altman stated that they were confident in their previous plan, but the rules changed, and now it was essentially a one-year program. If they took the 25% match and divided it by three, their salaries were more than the match, so they would be investing their own dollars into this more than the 25% match. Staff wanted to be transparent about this before moving forward. He noted that on the Fire side, their program was slightly different, with three years of \$125,000 each year, making it easier for them than for Chief Christian's side. Staff just wanted to ensure Council was aware of the changes and whether they were comfortable with staff moving forward.

Council Member Jones stated that he would like to know staff's confidence level regarding how prepared they were for the anticipated changes coming to the City this fall. He asked if they were at least prepared for an increase in traffic, and if not, what they needed to do to be responsive.

City Manager Altman replied that he believed they needed to bolster their personnel in both their Police and Fire Departments. Ultimately, staff recognized that they would need another station on the City's southern end. He said that he thought both chiefs would agree that they would be able to handle whatever challenges arose, as they had no choice but to do so. They would begin by reviewing the possibility of adding positions, and as revenue increased, they would have the opportunity to revisit the Council and request funding for additional police or fire personnel in the third or fourth quarters of the fiscal year.

City Manager Altman said that as revenues came in, they could propose budgeting and appropriating funds to support the hiring of new officers before the next Police and Fire training academies. They would be in a position to make adjustments and address additional positions beyond what was currently possible with the grants they had. He asked Council if there was support for staff to move forward with pursuing the SAFER and COPS grants with this updated information.

Mayor Parham confirmed there was consensus that supported staff continuing to pursue the COPS and SAFER grant opportunities.

c. Multi-Year Strategic Plan Finance Update – Davenport & Company, LLC

Mr. Altman stated that their friends at Davenport had requested to move this presentation to June 17. He explained that they had been unexpectedly occupied with another client this evening, and they would be short on time. If it was acceptable to Council, they would table this item for the next meeting, when they would present.

Mr. Altman added that if that was okay with Council, he would like to briefly mention an additional item that staff would be bringing forward. They planned to propose adding the stormwater fee to the real estate tax bill in order to increase collections on their stormwater fee. Staff would be working to bring this proposal to City Council for consideration. If everything went as planned, and the council was supportive, they hoped to have it in place by the time of the first billing, which would be sent out in August for the first quarter, with a due date in September.

Mayor Parham asked City Manager Altman if Council or staff should discuss the item provided by Chief Hoover.

City Manager Altman clarified that it was simply an overview of the SAFER grant. If Council was supportive, staff would move forward with both grant opportunities and report back to Council with the results.

**16. BUSINESS OR REPORTS FROM THE CLERK**

Tangi Hill, City Clerk, expressed her excitement for completing one year of work with the City.

**17. BUSINESS OR REPORTS FROM THE CITY ATTORNEY**

Anthony Williams, City Attorney, stated that he had nothing to report this evening.

**18. ADJOURNMENT**

Mayor Parham made a motion to adjourn. All members of the Council present voted in the affirmative. Meeting adjourned.

The City Council adjourned at 6:16 p.m.

DRAFT

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, June 17, 2025, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:13 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/345960>.

**1. ROLL CALL**

Present: Council Member Charles Cuthbert  
Council Member Marlow Jones  
Council Member Howard Myers  
Vice Mayor Darrin Hill  
Mayor Samuel Parham

Absent: Council Member Arnold Westbrook

Present from City Administration:  
City Manager John March Altman, Jr.  
City Attorney Anthony Williams  
City Clerk Tangi Hill

**2. CLOSED SESSION**

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

- a. §2.2-3711(A)(3) of the Code of Virginia for the Purpose of Discussion or Consideration of the Acquisition of Real Property for a Public Purpose and the Disposition of Publicly Held Real Property Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body, Specifically Including But Not Limited to the Acquisition and Disposition of Real Property; and
- b. §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 Actual or Probable Litigation and Legal Matters Requiring the Advice of the City Attorney; and
- c. §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
- d. §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 Jones seconded the motion.

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

On roll call vote, voting Yes: Cuthbert, Jones, Myers, Hill, and Parham; No: N/A; abstain: N/A.

The Council entered Closed Session at 3:15 p.m.

Council Member Smith-Lee arrived.

**CERTIFICATION**

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

Council Member Myers made a motion to return the City Council to 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, Jones, Myers, Smith-Lee, Hill, and Parham; No: N/A; abstain: N/A.

**2025-RES-028      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 5:04 p.m.

**3. ADJOURNMENT:**

City Council adjourned at 5:05 p.m.

The Closed Session Meeting of the Petersburg City Council was held on Thursday, June 26, 2025, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 12:30 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/345960>.

**1. ROLL CALL**

Present: Council Member Charles Cuthbert  
Council Member Howard Myers  
Council Member Arnold Westbrook  
Vice Mayor Darrin Hill  
Mayor Samuel Parham

Absent: Council Member Marlow Jones (Late)  
Council Member Smith-Lee

Present from City Administration:  
City Manager John March Altman, Jr.  
City Attorney Anthony Williams  
City Clerk Tangi Hill

**2. CLOSED SESSION**

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

- a. §2.2-3711(A)(3) of the Code of Virginia for the Purpose of Discussion or Consideration of the Acquisition of Real Property for a Public Purpose and the Disposition of Publicly Held Real Property Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body, Specifically Including But Not Limited to the Acquisition and Disposition of Real Property; 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 Westbrook seconded the motion.

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

On roll call vote, voting Yes: Cuthbert, Myers, Westbrook, Hill, and Parham; No: N/A; Abstain: N/A.

The Council entered Closed Session at 12:36 p.m.

Council Member Jones arrived at 12:38 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 Westbrook 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, Jones, Myers, Westbrook, Hill, and Parham; No: N/A; Abstain: N/A.

**2025-RES-030**

**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 1:53p.m.

Mayor Parham entertained a motion to suspend the rules of Council.

Vice Mayor Hill made a motion to suspend the rules of the Council. Council Member Myers seconded the motion. All members of the Council present voted in the affirmative. Motion carried.

Mayor Parham entertained a motion to add an Ordinance to Authorize the City Manager to Negotiate a Master Development Agreement Between the City and a Selected Developer for the Conveyance of Real Property in Furtherance of the 801 S Adams Street Project.

Vice Mayor Hill made a motion to add an Ordinance to Authorize the City Manager to Negotiate a Master Development Agreement Between the City and a Selected Developer for the Conveyance of Real Property in Furtherance of the 801 S Adams Street Project. Council Member Westbrook seconded the motion. All members of the Council present voted in the affirmative. Motion carried.

Mayor Parham entertained a motion for the adoption of an Ordinance to Authorize the City Manager to Negotiate a Master Development Agreement Between the City and a Selected Developer for the Conveyance of Real Property in Furtherance of the 801 S Adams Street Project.

Vice Mayor Hill made a motion to adopt an Ordinance to Authorize the City Manager to Negotiate a Master Development Agreement Between the City and a Selected Developer for the Conveyance of Real Property in Furtherance of the 801 S Adams Street Project. Council Member Myers seconded the motion.

Council Member Cuthbert stated that he wanted to have some debate on the motion. He added that he felt that they were entitled to that. He stated that he was going to vote against this motion. His reason for doing so was that the language of the ordinance is too vague and consequently is going to get the City into legal trouble. He added that this ordinance was drafted without input from the City Attorney, and we are going to get ourselves into trouble by adopting this ordinance. He reiterated that he was going to vote against it. He closed by thanking the Mayor.

On roll call vote, voting Yes: Jones, Myers, Westbrook, Hill, and Parham; No: Cuthbert; Abstain: N/A.

The motion was approved on a roll call vote.

**2025-ORD- 42      AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY AND A SELECTED DEVELOPER FOR THE CONVEYANCE OF REAL PROPERTY IN FURTHERANCE OF THE 801 S ADAMS STREET PROJECT**

Vice Mayor Hill called for a point of order.

Council Member Cuthbert asked that Clerk to record his vote as a no. City Clerk Hill confirmed that she did record his vote as a no.

Vice Mayor Hill stated that it's amazing. The way we try to do things is perfectly in order. Everybody is entitled to their opinion on things. We just discussed this matter and for you to give an outside entity almost ammunition against the City is terrible. Vice Mayor Hill stated that he wanted to go on the record for saying that. He closed by thanking the Mayor.

Mayor Parham stated that it is. He thanked the City Council for this vote to keep 801 South Adams Street moving. He wanted to let the people know that the people have spoken that they want to see this project move forward.

**3.      ADJOURNMENT:**

City Council adjourned at 1:56 p.m.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

**THROUGH:** Jared Crews, Manager 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 Subdivision Ordinance of the City of Petersburg for the Purpose of Updating the City’s Subdivision Regulations and Bringing the Ordinance into Compliance with the Code of Virginia**

**PURPOSE:** To update subdivision regulations to comply with State Code

**REASON:** The City’s Subdivision Ordinance has not been updated since 1981 and is out of compliance with current laws as well as recently adopted changes in the Code of Virginia. A text amendment is proposed to bring the Subdivision Ordinance up to date and into compliance with State Code with changes including updates to definitions, platting requirements, review processes, fees, and timelines.

**RECOMMENDATION:** Approval

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

1. 1981 – City’s Subdivision Ordinance adopted
2. March, 2025 – Virginia Governor signed HB2660 and SB974 which shorten timeframes for subdivision reviews and requires that reviews be completed administratively.
3. May 1, 2025 – Planning staff presented overview of proposed text amendment to Planning Commission and were directed to bring the case for public hearing in June.
4. July 1, 2025 – Changes from HB2660 and SB974 come into effect.
5. June 5, 2025 – Planning Commission recommend approval of the proposed amendment as drafted in a 6 (aye) and 0 (nay) 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. 25-ZTA-04 Memo
2. 2. Subdivision Ordinance
3. 3. Ordinance 25-ZTA-04
4. 4. Draft Subdivision Regs
5. 5. HB2660
6. 6. SB974



## City of Petersburg

Department of Planning and Community Development

135 N Union St, Room 304

Petersburg, VA 23803

(804) 733-2308

# MEMORANDUM

**DATE:** July 2025

**TO:** Mayor and City Council

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

**RE:** 2025-ZTA-04: Consideration of a resolution recommending approval of an amendment to the Subdivision Ordinance of the City of Petersburg for the purpose of updating the city's subdivision regulations and bringing the ordinance into compliance with the Code of Virginia.

## EXECUTIVE SUMMARY:

The City's Subdivision Ordinance has not been updated since its adoption in 1981 and is out of compliance with current laws as well as recently adopted changes in the Code of Virginia. A text amendment is proposed to bring the Subdivision Ordinance up to date and into compliance with State Code with changes including updates to definitions, platting requirements, and review processes, fees and timelines.

## CHRONOLOGY OF EVENTS:

1. 1981 – City's Subdivision Ordinance adopted
2. March, 2025 – Virginia Governor signed HB2660 and SB974 which shorten timeframes for subdivision reviews and requires that reviews be completed administratively.
3. May 1, 2025 – Planning staff presented overview of proposed text amendment to Planning Commission and were directed to bring the case for public hearing in June.
4. June 5, 2025 – Planning Commission recommend approval of the proposed amendment as drafted in a 6 (aye) and 0 (nay) vote.
5. July 1, 2025 – Changes from HB2660 and SB974 come into effect.

## **BACKGROUND:**

### **Existing Ordinance**

The City's Subdivision Ordinance provides the regulations that govern the division or reconfiguration of land in the city for development purposes. The City's current ordinance was adopted in 1981 and needs to be updated for several reasons. Certain sections of the ordinance do not comply with State Code regulations and many of the provisions on processes for review are unclear or outdated. There is also a lack of clarity and depth compared to the number and variety of items that are subject to the ordinance.

Examples of issues and challenges with the existing ordinance include:

- There are currently only two definitions including in the ordinance; one for "street" and one for "subdivision." The ordinance is missing helpful definitions that distinguish between types of subdivisions as well as terms that help clarify the subdivision process such as "plat" and "subdivision agent."
- The ordinance does not specify the process for adjusting a property line or combining multiple properties into one, which are the most common types of requests.
- The process for reviewing a proposed subdivision is the same regardless of its scale; a minor subdivision with only a few lots must follow all of the same steps as a larger subdivision that includes many lots as well as new streets or utilities.
- The ordinance requires preliminary plats for **all** subdivisions, regardless of size. These plans show proposed lots, streets, and utilities and State Code only allows localities to provide them for subdivisions with more than 50 lots.
- Review fees for subdivision plats have not been updated and do not reflect the appropriate cost for the time and level of review needed.

In addition to these existing issues, the Subdivision Ordinance is also affected by two recently adopted amendments to the Code of Virginia (see attachments) which come into effect on July 1, 2025:

- 1) A requirement that all subdivision plat reviews be completed by an administrative agent; the city's ordinance currently requires most subdivisions to be approved by the Planning Commission. Additionally, there's a requirement that any plats that are denied will now have to be appealed to the circuit court rather than local governing bodies which is what the ordinance currently calls for.
- 2) A reduction in the timeframes allowed for review of plats; the shortened timeframe would not match what's currently specified in the ordinance.

As a Dillon Rule State, localities in Virginia must follow the provisions set at the State level. Once the two amendments take effect July 1, the city's ordinance will be further out of compliance with State Code.

## **Proposed Changes**

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

- New definitions have been added to define the different types of subdivisions and the processes, roles, and tools for subdivision approval.
- Review processes are more clearly defined. The draft ordinance distinguishes between minor subdivisions and major subdivisions and specifies what's required for each. Additionally, the process for lot consolidations and boundary line adjustments is defined.
- The requirements for appealing a denied subdivision are updated to match State Code.
- Outdated titles, requirements, or references throughout the ordinance are updated to reflect current practices and comply with State Code.
- The ordinance specifies that preliminary plats are only mandatory for subdivisions of more than 50 lots and are optional for subdivisions of fewer lots.
- Plat review fees are updated to better reflect the time and level of review with different costs for preliminary plats, major subdivision plats, and minor subdivision plats.
- An administrative "subdivision agent" is defined and referenced throughout the ordinance to specify the agent's responsibility for subdivision review in accordance with State Code.
- The timeframes for plat review are tied to State Code through direct references to bring the ordinance into compliance and ensure any future changes will automatically take effect.

## **COMPREHENSIVE PLAN CONSIDERATIONS:**

While the Subdivision Ordinance is focused on current land use rather than future land use, the PetersburgNEXT Comprehensive Plan is supportive of reviews and updates of the ordinance.

The Comprehensive Plan states the Subdivision Ordinance is a "regulatory tool by which the Future Land Use Map and Framework are implemented" and notes reviewing the ordinance is critical for ensuring the goals and strategies of the plan can be implemented.

CITY COUNCIL  
MEETING

JULY, 2025

# 2025-ZTA-04:

Consideration of an ordinance to approve an amendment to the Subdivision Ordinance of the City of Petersburg for the purpose of updating the city's subdivision regulations and bringing the ordinance into compliance with the Code of Virginia

# Background

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- Subdivision Ordinance: Regulations that govern the division or reconfiguration of land for development purposes; subdivisions are approved through plats that are reviewed either administratively or by Planning Commission
- City's current ordinance adopted in 1981; now outdated and not compliant with State code
- Recent laws passed by State will become effective July 1, 2025 and ordinance should be updated accordingly
- Planning Commission voted 6-0 to recommend approval of text as drafted on June 5, 2025

# Existing issues

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- Ordinance currently has two definitions; clarity is needed to capture the breadth of items that fall under subdivision regulations
- Ordinance currently requires preliminary plat for all subdivisions; localities are only able to require preliminary plats for subdivisions of over 50 lots
- The ordinance does not distinguish between major and minor subdivisions; a single large parcel split into three is subject to the same in-depth reviews and processes as a large subdivision with many lots, utilities, streets, etc.
- The fees attached to subdivision reviews are outdated and do not reflect the appropriate time or level of review
- The ordinance does not have provisions for other reconfigurations of land such as boundary line adjustments or lot consolidations

# State-Mandated Changes

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- S.B. 974 - All plats must be reviewed by administrative agent; localities cannot require plats to go to Planning Commission or City Council. Appeals will go to Circuit Court rather than local governing body.
- H.B. 2660 - Review deadlines for plat will be shortened from 60 to 40 days for first submissions and from 45 to 30 days for resubmissions

# Proposed Updates - Definitions

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- Subdivision Agent - The representative of the City who has been appointed by the City Manager to serve as the agent in administering the regulations of the subdivision ordinance herein
- Plat - A map or plan of a tract or parcel of land which is to be, or has been, subdivided
- Preliminary Plat - A tentative plan showing proposed streets, lot layouts, existing and proposed buildings, water and sewer connections and other proposed improvements

# Proposed Updates - Definitions

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- Minor subdivision - Any subdivision containing not more than nine (9) lots including the remnant; which fronts on an existing street; does not involve any new road, the extension or installation of public facilities, or the creation of any public improvements. For the purposes of these regulations, the adjustment or vacation of boundary lines of any parcel shall be considered a minor subdivision
- Major subdivision - Any subdivision not classified as a minor subdivision, including but not limited to a subdivision of ten (10) or more lots including the remnant, or any size subdivision requiring any new street or extension of or installation of public facilities or the creation of any public improvements

# Proposed Updates – Plat/Plan Requirements

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- Preliminary plan will be required for subdivisions of more than 50 lots, optional for other subdivisions
- Major subdivisions will require approved site plan prior to approval of final subdivision plat
- Minor subdivisions, boundary line adjustments, and lot consolidations will require approval of final subdivision plat

# Proposed Updates – Review Processes

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- All reviews will be completed administratively by subdivision agent and other city/state departments as applicable
- If a plat/plan is denied, applicant can appeal to Circuit Court
- Timeframes for review will directly reference State Code so that any future amendments automatically take effect
- Review fees will be updated and vary depending on subdivision type:
  - Preliminary Plat - \$250 plus \$10 per lot exclusive of original parcel
  - Final Plat for Major Subdivision - \$150 plus \$10 per lot exclusive of original parcel
  - Final Plat for Minor Subdivision - \$150

# Comprehensive Plan Considerations

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- Subdivision Ordinance is “regulatory tool by which the Future Land Use Map and Framework are implemented”
- It’s critical that the ordinance is reviewed and updated regularly to meet current and future goals

# Sample Motion

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I move that we APPROVE/DENY/AMEND an amendment to the Subdivision Ordinance of the City of Petersburg for the purpose of updating the subdivision regulations and bringing the ordinance into compliance with State Code.

IF DENIED: state the reason why.

IF AMENDED: with the following amendment...

**AN ORDINANCE TO AMEND AND READOPT APPENDIX A – SUBDIVISIONS, AS SET FORTH IN THE CODE OF THE CITY OF PETERSBURG FOR THE PURPOSE OF UPDATING THE CITY’S SUBDIVISION REGULATIONS AND BRINGING THE ORDINANCE INTO COMPLIANCE WITH THE CODE OF VIRGINIA**

WHEREAS, the Code of the City of Petersburg includes Appendix A – Subdivisions, also known as the Subdivision Ordinance, which governs the division of reconfiguration of land in the city for purpose of development; and

WHEREAS, the existing Subdivision Ordinance has not been updated since 1981 and contains several outdated requirements which do not comply with the Code of Virginia and is limited in scope compared to the number and variety of subdivision requests the City receives; and

WHEREAS, the Virginia Assembly recently passed legislation amending requirements for subdivision review processes and plat review timelines for local governments in the state and these amendments will come into effect July 1, 2025; and

WHEREAS, when the aforementioned amendments come into effect, the Subdivision Ordinance will become further out of compliance with the Code of Virginia; and

WHEREAS, the PetersburgNEXT Comprehensive Plan supports regular review and update of the Subdivision Ordinance which is described a regulatory tool by which the Future Land Use Map and Framework are implemented and critical for ensuring the goals and strategies of plan can be implemented; and

WHEREAS, on June 5, 2025 the Planning Commission recommended approval of the proposed amendment of the Subdivision Ordinance as drafted; and

WHEREAS, pursuant to the requirements of Titles 15.2-2204, 15.2-2253, 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 ORDIANED** that the City Council does hereby approve an ordinance amending and readopting Appendix A- Subdivisions, as set forth in the Code of the City of Petersburg as indicated in exhibit A.

## APPENDIX A SUBDIVISIONS

### ARTICLE I. IN GENERAL

#### Sec. 33-1. Definitions.

For the purposes of this chapter the following words and phrases shall have the meaning respectively ascribed to them by this section:

*Plat:* A map or plan of a tract or parcel of land which is to be, or has been, subdivided.

*Plat, Preliminary:* A tentative plan showing proposed streets, lot layouts, existing and proposed buildings, water and sewer connections and other proposed improvements.

*Street:* A vehicular way (which may also serve, in part, as a way for pedestrian traffic) whether called street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, alley, mall or otherwise designated.

- (1) Arterial or major streets or highways are used by or designated primarily for fast or heavy traffic, and for the purpose of this chapter shall be considered to be as shown in any comprehensive plan or element thereof designating such arterial or major streets or highways officially adopted by the city council.
- (2) Collector streets are used primarily to carry traffic from minor streets to arterial or major streets or highways.
- (3) Minor streets are used primarily for access to abutting properties and include marginal access streets, which are generally parallel and adjacent to arterial streets or highways, serve abutting properties and provide protection from friction with through traffic.
- (4) Marginal access streets are used to separate local traffic from through traffic on an adjacent thoroughfare and to provide controlled ingress to and egress from through traffic.
- (5) Alleys are minor ways used primarily for vehicular access to the rear or side of properties otherwise abutting a street.
- (6) Half-width streets are streets which have their center line along a property line.

*Subdivision:* The word "subdivision" shall be taken to mean a division of a lot, tract or parcel of land into three (3) or more lots or other subdivisions of land, for the purpose, whether immediate or future, of transfer of ownership or building development, including all changes in street or lot lines, and including any parcel previously separated by the then owner of such tract for such purpose subsequent to the adoption, of this chapter. Division of land in parcels of two (2) acres or more not involving any new street or easement of access shall be exempt. ~~The division of any tract, parcel or lot of land into two (2) or more parts by plat or replat.~~

*Subdivision Agent:* The representative of the City who has been appointed by the City Manager to serve as the agent in administering the regulations of the subdivision ordinance herein. Unless otherwise acted upon by the City Manager, the Director of the Department of Planning and Community Development or his or her designee shall serve as the subdivision agent until such time as the Manager may designate the subdivision agent.

*Subdivision, Major:* Any subdivision not classified as a minor subdivision, including but not limited to a subdivision of ten (10) or more lots including the remnant, or any size subdivision requiring any new street or extension of or installation of public facilities or the creation of any public improvements.

*Subdivision, Minor:* Any subdivision containing not more than nine (9) lots including the remnant; which fronts on an existing street; does not involve any new road, the extension or installation of public facilities, or the

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creation of any public improvements. For the purposes of these regulations, the adjustment or vacation of boundary lines of any parcel shall be considered a minor subdivision.

The term "to subdivide" shall not include a bona fide division or partition of agricultural land for agricultural purposes or for the building site for members of the immediate family owning any such agricultural land.

The agent, with the approval of the planning commission, may however, permit the separation of one parcel from a tract of land, if:

- (1) It is not in conflict with the general meaning and purpose of this chapter;
- (2) No new streets are required to serve the parcel;
- (3) The smaller of the two (2) subsequent parcels is at least one acre of area; and
- (4) It has not less than one hundred fifty (150) feet of road frontage.

### **Sec. 33-2. Penalty for violation of chapter.**

Any violation of the provisions of this chapter shall be punishable by a fine of not more than one hundred dollars (\$100.00) for each lot or parcel of land subdivided, transferred or sold without compliance with the terms hereof; and the description of such lot or parcel by metes and bounds in the instruments of transfer or other documents used in the process of selling or transferring shall not exempt the transaction from such penalties or from other lawful remedies.

### **Sec. 33-3. Appeals from decisions or orders of administrative officers under chapter.**

Where it is alleged that there is an error in any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this chapter, the owner or subdivider or agent may appeal to the circuit court of the city as prescribed by law. In the case of design standards and general procedural matters, the appeal shall be to the city council.

### **Sec. 33-4. Vacation, relocation of boundary lines.**

The boundary lines of any lot or parcel of land may be vacated, relocated or otherwise altered as a part of an otherwise valid and properly recorded plat of subdivision or resubdivision (1) approved as provided in Sec. 33-24 of this subdivision ordinance, or (2) properly recorded prior to the applicability of a subdivision ordinance, and executed by the owner, or owners, of such land as provided in Code of Virginia, § 15.2-2264, as amended, provided such action does not involve the relocation or alteration of streets, alleys, easements for public passage, or other public areas; and provided further, that no easements or utility rights-of-way shall be relocated or altered without the express consent of all persons holding any interest therein.

### **Sec. 33-4. Modification of chapter requirements.**

Upon appeal, the planning commission may modify design standards or other requirements of this chapter in order to preserve noteworthy features or otherwise enhance the amenity of neighborhoods. Where such modification is granted, the planning commission will attach such conditions and safeguards as are deemed necessary to protect general public interest or the character of the neighborhood and may require a guarantee or bond to assure compliance.

### **Sec. 33-5. Variances from terms of chapter.**

- (a) The planning commission may authorize, upon appeal only in specific cases, such variances from the strict application of the terms of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement will result in unnecessary hardships, provided that the spirit of this chapter shall be observed. No variance shall be authorized by the commission, unless it finds that:

- 
- (1) ~~Strict application of the chapter would produce undue hardship.~~
  - (2) ~~The authorization of the variance will not be of substantial detriment to adjacent property and the character of the neighborhood will not be adversely affected.~~
  - (3) ~~The problem involved is not of so general or recurring a nature as to make reasonably practicable the formulation of general regulations to be adopted as an amendment to the chapter.~~
  - (4) ~~The hardship is created by the physical character of the property, including dimensions and topography, or by other extraordinary situation or condition of such property, or by the use or development of property immediately adjacent thereto. Personal or self-inflicted hardship shall not be considered as grounds for the issuance of a variance.~~
- (b) ~~Where a variance is granted, the planning commission will attach such conditions and safeguards as are deemed necessary to protect general public interest or the character of the neighborhood and may require a guarantee or bond to assure compliance.~~

**Sec. 33-6. Appeals from decisions of planning commission.**

Appeals from decisions of the planning commission on matters covered in sections 33-3, 33-4 and 33-5 shall be brought before the city council within thirty (30) days from date of the decision.

(Code 1981, § 33-6)

**Secs. 33-5—33-18. Reserved.**

**ARTICLE II. PLATS**

**Sec. 33-19. Conference prior to application for plat approval.**

Before filing application for approval of a plat for a major subdivision under this article, the subdivider is required to confer with the planning director subdivision agent and such other department heads as the director agent deems necessary. Such action does not require formal application, fees, or filing of a plat and is not to be construed as application for approval of a plat in computing time limitations in relation thereto.

**Sec. 33-20. Plat review fees. –**

At the time preliminary plats are presented under this article, a fee of twenty-five dollars (\$25.00) per plat shall be paid. In addition, a fee of two dollars (\$2.00) per lot, exclusive of the original parcel, shall be paid at the time of submission, for examination and approval, of final subdivision plats the appropriate fee shall be paid as provided below. Such fee shall be payable to the treasurer of the city.

Preliminary Plat: Two hundred fifty dollars (\$250.00) plus ten dollars (\$10.00) per lot, exclusive of the original parcel.

Final Plat for Minor Subdivision: One hundred fifty dollars (\$150.00)

Final Plat for Major Subdivision: One hundred fifty dollars (\$150.00) plus ten dollars (\$10.00) per lot, exclusive of the original parcel.

**Sec. 33-21. Preparation and contents of preliminary plat.**

For subdivisions involving more than fifty (50) lots, each subdivider shall cause to be prepared a preliminary plat of the subdivision. A preliminary plat for subdivisions involving fifty (50) or fewer lots may be submitted at the request of the subdivider.

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The preliminary plat shall be at a scale of not less than one inch equals one hundred (100) feet and may be of one or more sheets as necessary. The plat shall include the following:

- (1) Name of subdivision (not duplicating the name of an existing subdivision), names and addresses of owners of record, the subdivider and the person or firm responsible for preparation of the preliminary plat, date of drawing date of revisions, number of sheets, north point and scale.
- (2) A boundary survey or survey of record, including map book and page reference, locating and identifying adjacent or abutting streets (existing or platted), subdivisions, unsubdivided parcels, easements, water areas and all visible monuments.
- (3) Location and identification of existing features and improvements within the tract, including streets, structures, water areas by type (including areas in marsh or subject to frequent inundation), wooded areas, easements, installed utilities and other important details. Information on soil and subsoil conditions shall be provided in the form and manner indicated in the specifications of the department of public works. Plats of tracts abutting on or containing natural or artificial bodies of water shall show the top of banks and toe of slope.
- (4) Location and identification of proposed uses within the tract.
- (5) Location, identifications, grades and widths of proposed streets, alleys and easements.
- (6) Location of proposed water mains, sanitary sewer and storm sewers and catch basins, with indication of proposals for disposal of surrounding drainage, if other than, or in addition to, storm drains.
- (7) Lot lines, with dimensions and areas in square feet. Where sewerage is to be by septic tanks or similar devices, percolation test results will be required for each lot or selected lots at locations as indicated by the state health department.
- (8) Location, dimensions and areas in square feet of all parcels proposed to be dedicated or reserved for public use or common use by occupants of the subdivision, with conditions or restrictions, if any, of such dedication or reservation.
- (9) Location of proposed streetlights and their easements. Such easements, where possible, shall be along lot lines.
- (10) Private restrictions, if any, proposed to be included in deeds.
- (11) Topographic map of suitable scale and contour interval, not exceeding five (5) foot intervals, based on U.S. Cost & Geodetic Survey datum.

### **Sec. 33-22. Conditional preliminary plat approval.**

- (a) The procedure prescribed in this section must be followed to obtain conditional preliminary plat approval.
- (b) The subdivider shall submit seven (7) copies of the preliminary plat to the ~~Planning Commission~~ **subdivision agent** for processing and referral to affected agencies, together with an application for approval and such fee as is established ~~by the city council~~ **in Section 33-20** in relation to processing subdivision plats. Time limitations in relation to such processing shall begin as of the date of receipt of the preliminary plat, application and fee, as indicated on such documents when they are received by the planning commission. Such review shall be completed within ~~sixty (60) days of submittal~~ **the timeframe prescribed in Code of Virginia § 15.2-2260 as amended.**
- (c) After the preliminary plat and related material have been submitted, it shall be reviewed by the ~~Director of Public Works and the Director of Traffic and Planning~~ **city's development review team** for conformity to this chapter and other applicable regulations, and negotiations shall be made with the subdivider as to changes deemed advisable and the kind and extent of improvements to be made by him. The ~~Planning Commission~~

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**subdivision agent** shall act upon the preliminary plat and related material as submitted or as modified by the subdivider, and if approved, shall certify its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall indicate its disapproval and the reasons therefor.

- (d) The action of the ~~planning commission~~ **subdivision agent** shall be noted on all copies of the preliminary plat to be retained in the record, referenced and attached to any changes or conditions determined. One such copy shall be returned to the subdivider, and others retained as required for records or further action of the department or other affected agencies of the city.
- (e) Conditional approval of a preliminary plat shall not constitute approval of the final plat, but shall be deemed an expression of approval of the layout submitted on the preliminary plat and other matters determined in connection therewith which shall serve as a guide in preparation of the final plat to be submitted for final approval and for recording upon fulfillment of the requirements of this chapter and the conditions of the conditional approval, if any. Such approval of the preliminary plat shall be valid for a period of ~~one year and may be extended by the planning commission upon written request~~ **five years, provided the subdivider submits a final subdivision plat for all or a portion of the property within one year of such approval and thereafter diligently pursues approval of the final subdivision plat. "Diligent pursuit of approval" means that the subdivider has incurred extensive obligations or substantial expenses relating to the submitted final subdivision plat or modifications thereto.**

**Sec. 33-23. Submission of additional information when preliminary plat filed or thereafter; submission of preliminary plat in final plat form.**

- (a) At the time of submission of preliminary plats and related data, or at any time thereafter, appropriate officers of the city ~~or the planning commission~~ may request, and the applicant shall supply, additional information required in the circumstances of the particular case.
- (b) Nothing contained in this article shall be construed to prohibit submittal of preliminary plats and data in the form required for final plats and data, for use in both preliminary and final review.

**Sec. 33-24. Preparation and contents of final plat.**

The final subdivision plat shall be prepared by a certified professional engineer or certified land surveyor in ink on an approved durable tracing medium at a scale of one inch equals one hundred (100) feet, unless a different scale is approved by general rule for classes of cases or by the director of public works in a particular case. All original tracings shall be sixteen (16) inches by twenty-four (24) inches, including a margin of one-half inch outside ruled border lines at the bottom and right sides and one and one-half (1½) inches for binding on the left sixteen (16) inch end and at the top of the sheet. When more than one sheet is required, all sheets shall be numbered and of the same size, with match marks to guide preparation of composite maps, and an index map on the sheet of the same size as the sectional maps shall be filed, which shall show, among other things, sectional map numbers, all lot and block numbers and street names. In addition, a small-scale location map showing the property shall be required. The final plat shall show the following data and shall be completed and processed as indicated:

- (1) The subdivision name, the date the plat was prepared, graphic scale and north arrow.
- (2) A certificate endorsed by a certified professional engineer or certified land surveyor indicating the source of title of the owner of the land subdivided and the place of record of the last instrument in the chain of title. When the plat is of land acquired from more than one source, outlines of the several tracts shall be indicated on the plat. The certificate shall further state that the subdivision is entirely within lands owned by the subdivider and that monuments shown on the plat have been put in place and that their location and character are correctly shown.
- (3) Protective covenants in form for recording **when applicable**.
- (4) Each plat or deed of dedication to which the plat is attached shall contain a statement as follows: "The platting or dedication of the following described land (here insert correct description of the land

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subdivided) is with the free consent and in accordance with the desire of the undersigned (indicate owners, proprietors and trustees, if any) ...."This statement shall be signed by such person and acknowledged before an officer authorized to take acknowledgments of deeds. When thus executed and acknowledged, said plat, upon final approval and in accord with other provisions specified herein, shall be filed and recorded in the office of the clerk of the circuit court of the city.

- (5) On the face of the plat, a place shall be prepared to receive the signature, with date, of the director of public works ~~or city engineer, the chairman of the planning commission~~ and the director of traffic and planning, which signatures, when affixed, shall indicate approval of the plat. In the event of private water or sewer, a place shall be provided for the signature of the health director. (All required signatures shall be in a durable ink.)
- (6) All linear and angular dimensions for locating boundaries of the subdivision, lots, streets, alleys and public and private easements. Linear dimensions shall be expressed in feet and hundredths of a foot. Angular measurements shall be expressed by bearings. All curve data shall be expressed by a curve table on the face of the plat, each curve being tabulated and numbered to correspond with the respective numbered curves shown throughout the plat. Dimensions, both linear and angular, shall be determined by an accurate control survey in the field which shall be checked for closure and must balance and close within 1 to 10,000. Plan and profile sheets shall be provided on all new streets and underground utilities, as required by specifications of the department of public works, as approved by the council of the city. The director of public works may require such office and field checks as necessary to assure the accuracy of the plat.
- (7) Description and location of all monuments.
- (8) The boundary of the property being subdivided, names of all proposed streets and boundaries of all property within the subdivision intended to be dedicated to public use. In resubdivisions of existing recorded lots, existing lot lines shall be shown by dotted lines and resubdivisions by full lines. The map book and page number of property being resubdivided shall be specified.
- (9) Exact lengths and bearings of boundary lines of blocks, public grounds, streets and alleys and existing locations of all easements.
- (10) Exact widths of all easements, streets and alleys.
- (11) Angles of departure of adjoining property, street and alley lines, with names of abutting recorded subdivisions. Unsubdivided abutting acreage property shall be designated by the names of owners with deed book references.
- (12) Width and names of abutting or adjoining roads, streets and alleys.
- (13) A definite bearing and distance tie shall be shown between not less than two (2) permanent boundaries on the exterior boundary of the subdivision and to existing street intersections, where possible and reasonably convenient.
- (14) Exact length and bearing of all lot lines, provided that where lines in any rectangular tier of lots are parallel, it shall be sufficient to mark the bearings of the outer lines thereof.
- (15) Designating symbols for all lots and blocks. If the finished plat consists of one section of a proposed larger subdivision, then the block numbers shall run consecutively throughout the several sections of the entire subdivision and each section shall be designated by letter. All lots in each block shall be consecutively numbered.
- (16) All plats of property abutting on or containing any natural or artificial bodies of water shall show the top of the bank and the toe of the slope, and where such lines are intersected by lot or block lines, measurements locating such intersections shall be given along such lot or block lines.
- (17) ~~All subdivision plans shall show, in writing, the proposals of the developer for the provision of erosion and sediment control during the construction period.\* Such proposals shall be reviewed by the director~~

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of public works, with his written comments made available for review by the planning commission prior to plat approval.

### Sec. 33-25. Approval of final plat.

- (a) The procedure prescribed in this section must be followed to obtain approval of the final plat of a subdivision.
- (b) **For subdivisions subject to a preliminary plan**, the final plat and other exhibits required for approval shall be prepared as specified in this article and submitted to the ~~planning commission~~ **subdivision agent** within the time limit specified in the conditional approval of the preliminary plat, ~~or such extension as may be granted by the commission~~. Where provision has been made for staged development in connection with conditional approval of the preliminary plat, including time limitations, the subdivider may submit a final plat for only that portion of the approved preliminary plat which he proposes to record and develop at that time, if such portion conforms to all requirements of this chapter.
- (c) Four (4) copies of the final plat shall be submitted for approval on an approved durable tracing medium and copies required for city processing will be prepared by the city, with the original tracing returned to the subdivider or his agent. Copies of other materials required for approval shall be provided by the subdivider, in such numbers as may reasonably be required in the case.
- (d) Upon submittal of the final plat and other materials required with application for final approval, ~~the planning commission~~ **subdivision agent** shall initiate and coordinate review by affected agencies of the city to determine:
  - (1) **Where applicable**, substantial compliance with the preliminary plat and any conditions of the conditional approval thereof.
  - (2) General compliance with the regulations set forth in this chapter and other applicable regulations.

Such review shall be completed within ~~sixty (60) days of submittal (or such longer period as may be agreed upon in writing by the subdivider and the department)~~ **the timeframe prescribed in Code of Virginia § 15.2-2259 as amended** and, within such time, the final plat and related materials shall be approved or disapproved. Approval shall be in the form provided in section 33-24. Disapproval shall include written reasons thereof. In the event that action is not taken within ~~sixty (60) days~~ **the timeframe prescribed in Code of Virginia § 15.2-2259 as amended**, recourse shall be as provided by law. Approval of the final plat shall be void:

- (1) Unless the approved plat is recorded in the office of the clerk of the circuit court of the city within one year from the date of approval.
- (2) If there are any additions, deletions or alterations in the original tracing following approval, except for marking incidental to recording.
- (3) **For major subdivisions**, unless, before the approved plat is recorded in the office of the clerk of the circuit court, the subdivider enters into a contract entitled, "Subdivision Agreement—City of Petersburg, Virginia," a copy of which is made a part of this chapter by reference.

### Sec. 33-26. Recordation of plats.

- (a) The owner or proprietor of any tract who desires to subdivide it shall submit a plat to the ~~planning commission~~ **subdivision agent**, which is hereby charged with the responsibility for coordinating the processing of such plats. If and after a final plat has been approved by the ~~planning commission~~ **subdivision agent** as conforming to regulations relating to subdivisions, the owner or proprietor may cause it to be recorded with the clerk of the circuit court of the city.
- (b) No person shall subdivide land without making and recording a plat thereof and complying fully with the provisions of this chapter and all other state and local laws applying to subdivisions.

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- (c) No person shall sell or transfer such land or any part thereof by reference to, or exhibition of, or by any other use of, a plat of a subdivision before such plat has been duly recorded as provided herein, unless such subdivision was lawfully created prior to the adoption of a subdivision ordinance applicable thereto; provided, that nothing herein contained shall be construed as preventing the recordation of the instrument by which such land is transferred or the passage of title as between parties to the instrument.

State law reference(s)—Subdivider's recourse if action on plat not taken within sixty days, Code of Virginia, § 15.1-475.

**Secs. 33-27—33-37. Reserved.**

### **ARTICLE III. DESIGN STANDARDS**

#### **Sec. 33-38. Streets and alleys.**

- (a) Streets and alleys within subdivisions shall meet the design standards prescribed in this section.
- (b) The arrangement, character, extent, width and location of all streets shall conform to the comprehensive plan, insofar as elements of the plan relating to streets have been officially adopted by the city council, and shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety and appropriate relation to the proposed uses of land to be served by such streets.
- (c) Where not indicated in the comprehensive plan, the arrangement of streets in a subdivision shall either:
- (1) Provide for continuation or appropriate projection of existing arterial or collector streets in surrounding areas; or
  - (2) Where topography or other conditions make continuance or projection of existing streets unnecessary or impracticable, shall conform to a general area plan approved by the ~~Planning Commission~~ **department of public works**.
- (d) Minor streets in residential neighborhoods shall be so laid out that their use by through traffic will be discouraged.
- (e) Where a subdivision abuts or contains an existing or proposed arterial street or other streets carrying heavy traffic, the ~~planning commission~~ **subdivision agent** may require marginal access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service alleys or such other treatment, including wider pavement widths, as may be necessary for adequate protection of residential or other properties and separation of local and through traffic.
- (f) Where a subdivision borders or contains a railroad or limited access highway right-of-way, the ~~planning commission~~ **subdivision agent** may require a street approximately parallel to and on each side of such right-of-way and at such distance therefrom as required for appropriate use of intervening land, if any, and as determined with due regard for requirements of future approach grades and grade separations.
- (g) Reserve strips controlling sole access to public streets shall be prohibited.
- (h) Street jogs with center line off-sets of less than one hundred twenty-five (125) feet shall be prohibited.
- (i) No street intersection shall include more than four (4) street approaches.
- (j) Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect another at less than sixty (60) degrees.
- (k) Property lines at the intersection of minor streets with each other or with alleys shall be rounded with minimum radius of ten (10) feet. Property lines at the intersection of alleys with any streets shall be rounded

with a minimum' radius of ten (10) feet. Property lines at all other street intersections shall be rounded with a minimum radius of twenty (20) feet.

- (l) A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
- (m) When connecting street lines deflect from each other, they shall be connected by a curve with a radius sufficient to ~~insure~~ **ensure** a sight distance adequate for visibility and safety, as determined by the ~~planning commission~~ **subdivision agent** in consultation with the department of public works after consideration of the character of the street and the types and speed of traffic anticipated.
- (n) Street right-of-way widths shall be specified in officially adopted elements of the comprehensive plan relating to streets. Where not shown therein, pavement widths and right-of-way widths for public streets shall be in relation to the proposed density and/or the land use of the property adjacent to the roads and within the parcel sought to be subdivided, but in no case shall they be less than as follows:

	Min. R/W Width	Min. Paved Width (Face to Face of Curb) (in feet)
Arterial	80	52
Collector	60	36
Minor		
(1) Serving commercial or industrial uses	60	46
(2) Serving residential uses	50	36
Marginal access	40	30
Alley	20	20

- (o) Half-width streets are prohibited, except where essential to the reasonable development of the subdivision in relation to surrounding lands and where the ~~planning commission~~ **subdivision agent** finds it practicable **in consultation with the department of public works**. No residence shall be constructed with sole access from a half-width street.
- (p) Except where unusual land configuration requires otherwise, cul-de-sac streets, designed to be so permanently, shall not be longer than seven hundred (700) feet to the turnaround. All cul-de-sac streets shall be provided at the closed end with a circular turn-around having an outside roadway radius of at least forty (40) feet and a right-of-way radius of at least fifty (50) feet, except where other forms of turnaround are approved by the ~~Planning Commission~~ **subdivision agent, in consultation with the department of public works**, as conforming to standard practice.
- (q) Street names shall be subject to approval ~~by the Planning Commission~~ **per Chapter 98 of the City Code** and conform with the city's specifications on signs. No name shall be used which duplicates or is likely to be confused with the name of an existing street.
- (r) Unless other definite and assured provision is made for service access, such as off-street loading, unloading and the like, alleys with a minimum paved width of twenty (20) feet shall be provided in commercial and industrial districts.
- (s) Grades on streets shall not be in excess of five (5) percent, unless special conditions make it advisable to alter this rule. Alleys shall avoid grades in excess of ten (10) percent. No street shall have a minimum grade of less than 0.4 percent.

**Sec. 33-39. Easements.**

- (a) Easements within subdivisions shall meet the standards prescribed in this section.

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- (b) Easements for utilities and drainage shall be provided, unless waived in writing by an official having cognizance of the requirement, across lots or overlapping or adjoining rear or side lot lines, and shall be of whatever width is necessary to provide for installation of such utilities or drainage and for access for maintenance; provided, however, that no such easement shall be less than ten (10) feet wide.
  - (c) Where a subdivision is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines thereof and of such further width or further construction, or both, as will be required for the purpose of handling drainage. Streets or parkways parallel, but not necessarily adjacent, to such water courses may be required. Shifts from existing locations of water courses, drainage ways, channels or streams may be permitted by the public works department only where such result in equivalent or better drainage within the surrounding subdivision than will the existing location; provided, however, that any such change shall be explained, in writing, including the specific reasons therefor, and be made a part of the permanent application record.

### **Sec. 33-40. Blocks.**

Block lengths in subdivisions shall not exceed one thousand (1,000) feet nor be less than four hundred (400) feet, except where alternate designs are approved by the ~~Planning Commission~~ **subdivision agent** as conforming to standard practice; provided, however, that any such waiver shall be put into writing and include the reasons therefor and be made a part of the permanent application record.

### **Sec. 33-41. Lots.**

- (a) Lots within subdivisions shall conform to the standards prescribed in this section.
- (b) Lot size, width, depth, shape and orientation and minimum building setback lines shall be appropriate for the location of the subdivision and the type of development and use contemplated and as set forth in the city's ordinance.
- (c) The depth and width of properties subdivided for nonresidential purposes shall be adequate for off-street parking and service facilities required by the type of use and development anticipated.
- (d) Corner lots shall be platted not less than ten (10) feet wider than the minimum required by the Zoning Ordinance for interior lots in the district, except that no such increase shall be required where the minimum lot width for interior lots is one hundred (100) feet or more.
- (e) Each lot created in a subdivision shall have direct access to a public street, unless it is a part of an approved planned unit development or ~~otherwise approved by the Planning Commission~~ **town house development with shared private drives**.
- (f) Double frontage and reversed frontage residential lots shall, in general, be avoided, except where essential to provide residential separation from traffic arteries or to overcome other disadvantages of orientation or topography. A planting screen easement of at least ten (10) feet shall be provided along the line of lots abutting such traffic artery or other disadvantageous use, across which there shall be no right of access.
- (g) Side lot lines shall be substantially perpendicular or radial to street lines, unless a satisfactory lot pattern, area for access and utility easement pattern can otherwise be provided.
- (h) Where utility or other easements are involved, lot lines shall be so arranged with respect to such easements as to permit efficient installation of the utilities without unnecessary irregularities in alignment.
- (i) The minimum lot size when septic tanks are used shall be a function of the minimum number of square feet of area which shall be required for absorption of effluent from the septic tank system. It shall be based either on the result of a percolation test or inspection of the soil condition by the state health department and, in no instance, shall lot areas be smaller than those outlined in the zone in which the subdivision is located.

- (j) Land subject to flooding and land deemed to be topographically unsuitable shall not be platted for residential occupancy, nor for such other uses as may increase danger to health, life or property or to aggravate erosion or flood hazard. Such land within the subdivision shall be set aside on the plat for such uses as shall not be endangered by periodic or occasional inundation or shall not produce conditions contrary to public welfare.

Cross reference(s)—Private sewage disposal systems, § 114-301 et seq.

**Sec. 33-42. Public sites and open spaces.**

- (a) The provisions shall be made for public sites and open spaces in subdivisions as set out in this section.
- (b) Where a proposed school, park, playground, open space or other public use shown in an officially adopted element of the comprehensive plan or land use plan is located, in whole or in part, in a proposed subdivision, reservation, but not dedication, of such area shall be required, subject to the following provisions:
  - (1) Any reservation of land for public acquisition and use required under this provision shall be void, if not executed within one and one-half years from the date of recordation. However, the City Council, acting through an amendment to the officially adopted comprehensive plan, may release such reserved land at an earlier date, if it is found to be no longer necessary to the public purpose.
  - (2) During that period in which the land is held in "reserve" by the developer, the land shall be assessed at raw land value.
  - (3) The developer shall be required to show, in dotted lines on the final plat, how he will develop such reserved areas in the event that the City fails to acquire the reserved property.
  - (4) Required reservations shall not exceed twenty (20) percent of the total land area of the development and the compensation due the developer shall be an expressed element of the subdivision agreement.
- (c) **For major subdivisions with ten (10) or more lots**, a residential developer, in order to serve the open space requirements of the residents of his subdivision, shall make available to the city or a homeowner's association an option to acquire a certain amount of open space within that subdivision. At the discretion of the developer, he may make this land available to the city or homeowner's association either by gift or sale at raw land value. This option shall be exercised by the city or association within the specified period of time stated in the subdivision agreement or the land reverts to the subdivider. During this period of reservation, the land shall be assessed at raw land value. The following guidelines shall determine the amount and types of land to be made available:
  - (1) In subdivisions of from ~~three (3)~~ **ten (10)** to twenty-five (25) lots, the developer shall reserve a parcel of land acceptable to the ~~Planning Commission~~ **subdivision agent**. Required open space shall not exceed fifteen (15) percent of total land area and may be waived by the ~~planning commission~~ **subdivision agent**, if the land is found to be unnecessary or unsuited to recreation purposes; provided that any such waiver shall be noted, in writing, and shall include the reasons therefor and be made a part of the permanent application record.
  - (2) In subdivisions of more than twenty-five (25) lots, the developer may be required to reserve open space at the following rates:

Lot Size	Percent of Total Land Required for Open Space
Less than 5,000 sq. ft.	15
5,000—7,999 sq. ft.	10
8,000—14,999 sq. ft.	8
15,000—29,999 sq. ft.	6
Greater than 30,000 sq. ft.	3

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- (3) All land reserved as a result of this provision must be accessible to all the residents of the subdivision or development in question and must be acceptable to the planning commission as to size and location.
  - (4) The developer must provide clearly defined street and pedestrian access to the open areas.
  - (5) The developer may establish a homeowner's association to own and maintain open space in perpetuity as required by this provision in lieu of reservation; provided, however, that the homeowner's agreement be reviewed and approved by the planning commission and the city attorney.
- (d) ~~When a proposed development is not included in an officially adopted element of the comprehensive plan or when such development requires an amendment to an officially adopted plan, the planning commission may require reservation of such areas or sites of a character, extent and location suitable to meet the needs created by such development for schools and other public purposes, provided that such required reservations will be administered under the provisions of subsection (b) of this section.~~

### **Sec. 33-43. Preservation of noteworthy features.**

In all subdivisions, to the maximum degree reasonably practicable, efforts shall be made to preserve historic sites, large trees and other desirable natural growths, watercourses and other water areas, and other features worthy of preservation, either as portions of public sites and open spaces as described in section 33-42 or in such other form as to provide amenity to the neighborhood. ~~To the extent necessary for desirable preservation under this section, the planning commission may waive or alter specific requirements of this chapter, as provided in section 33-5.~~

### **Secs. 33-44—33-55. Reserved.**

## **ARTICLE IV. REQUIRED IMPROVEMENTS**

### **Sec. 33-56. Permanent monuments.**

- (a) Permanent monuments shall be placed in a subdivision at the following locations:
  - (1) At all lot and block corners and at the tangent points of curves connecting intersecting street lines.
  - (2) At the points of curvature and tangency in curved street lines.
  - (3) At all corners in the exterior boundary of the subdivision, except those inaccessible due to topography.
  - (4) At such other points as may be designated by the director of public works.
- (b) The material, size and length of monuments required by this section shall be as prescribed by specifications of the department of public works. The location and character of such monuments shall be clearly designated on the final plat.
- (c) Monuments required by this section shall be set not less than three (3) nor more than nine (9) inches below the finished grade of the ground.
- (d) Any developer, builder, owner, occupant, firm or corporation or any person shall take precautions to protect all monuments, and any monument which is moved or destroyed shall be immediately reported to the department of public works and shall be replaced as directed.

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### **Sec. 33-57. Streets.**

All streets in subdivisions shall be excavated and graded to a profile and cross section. Six (6) inches of stone base meeting state highway specifications shall be placed on the roadway and the surface treatment shall be primed and sealed in accordance with applicable state highway specifications. Curbing and gutters shall be constructed on all streets, except as otherwise provided in section 33-62.

### **Sec. 33-58. Street signs.**

Street signs shall be erected and located in accordance with the specifications of the department of traffic and planning-public works at all street intersections.

### **Sec. 33-59. Streetlights.**

Streetlights shall be provided and installed:

- (1) Along arterial or collector streets.
- (2) In all multiple family, hotel, commercial and industrial districts.
- (3) In such other locations as are found by the department of public works to require such lighting in the interests of safety and security for persons, property or traffic.

Such lighting shall be provided and installed as set forth in the specifications of the department of public works. The recorded subdivider shall provide for necessary street light easements. If the street light fixtures to be installed are above standard, the subdivider shall pay the differential. The same type and design light shall be installed throughout the subdivision.

### **Sec. 33-60. Sidewalks.**

Where constructed, sidewalks shall be forty-eight (48) inches in width, or such additional width as required by the director of public works to match existing improvements. Sidewalks shall be constructed on both sides of minor streets within subdivisions in districts where zoning is for multiple family or commercial use. Sidewalks shall be required on one side of a street to be extended up to one-half mile from the point of access to an existing or planned school site by normal pedestrian routes. This shall include the full length of a block which would otherwise have such sidewalks for only a portion of its full length.

### **Sec. 33-61. Off-street parking.**

Off-street parking shall be provided as required in Article 19 of the Zoning Ordinance for each lot in all subdivisions and shall be stated as a restriction.

### **Sec. 33-62. Drainage.**

- (a) Every subdivision shall have a drainage system adequate for the type of development proposed and so related to existing or potential surrounding development as to form a logical part of a coordinated system minimizing potential drainage problems for the general area. Storm drainage calculations will be provided by the subdivider with a minimum ten (10) year storm frequency being used. No plan or development shall take such form as to create potential or actual impoundment of water on, or discharge of water onto, adjacent property in such a manner as to affect adversely existing development or to increase problems of future development on such adjacent property, except with the written and recorded consent of the adjoining

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property owners affected and the approval of the department of public works. To these ends, the department of public works is empowered to require such changes in plans or to establish such minimum and maximum elevations and gradients in particular sub-divisions as to provide for orderly and efficient development of coordinated drainage systems, even though the drainage proposed for a particular subdivision might be adequate for the subdivision itself. In addition, where adjoining lands are in districts with varying improvement requirements or in other cases where similar adjustments are necessary, the department of public works is empowered to establish such transitional requirements as to types of curbs and gutters, storm drains, and the like as are appropriate and reasonably necessary in the circumstances of the case.

- (b) Curbs and gutters shall be built to specifications of the department of public works and shall be required on all streets, except when it is determined by the director of public works that existing soil or site conditions would make this requirement impractical. Any such waiver shall be put into writing and include the reasons therefore and be made a part of the permanent application record.
- (c) Where required by the director of public works, underground storm sewers meeting specifications of the department of public works shall be installed. Elsewhere, open drainage ways meeting specifications of the department of public works shall be used.

### **Sec. 33-63. Water supply.**

- (a) Where an approved public water supply is reasonably accessible, as determined by the city council, the city will extend water mains to the subdivision. The subdivider shall connect with such water mains and provide adequate water mains accessible to each lot within the subdivision and provide laterals to each lot to the meter before completion of streets.
- (b) Every subdivision shall have a water supply system adequate for the type of development proposed and so related to existing or potential surrounding development as to form a logical part of a coordinated system minimizing potential water supply problems for the general area. Design information shall be supplied for line sizing.
- (c) Each lot in a subdivision shall be provided with water from the public water system or from general water supply systems provided by the developer, if public water is not available, except as modified in this section.
- (d) Privately provided general and individual water supply systems shall be permitted only when approved by the state health department and the city director of public works. Such systems shall be constructed to facilitate later connection with the public system.
- (e) Where general water supply systems are provided by the developer, they shall be offered to the city at no cost in accordance with the terms and provisions of the standard subdivision agreement.
- (f) Fire hydrants shall be installed in the manner and at locations required by the specifications of the department of public works.
- (g) All provided water supply systems shall be planned and constructed to meet the specifications of the department of public works, as provided by the city council. Before construction is commenced, plans and specifications shall be reviewed and approved by that department. All construction shall be in accordance with approved plans.

### **Sec. 33-64. Sanitary sewerage.**

- (a) Where a public sanitary sewer is reasonably accessible, as determined by the city council, the city will extend such sewer to the subdivision. The subdivider will connect with such sewer and provide adequate sewer mains accessible to each lot and construct laterals to each lot before completion of streets. If public sewerage is not available, or if neither public nor general sewerage is provided, each lot shall have an individual sewerage system.

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- (b) Every subdivision shall have a sanitary sewerage system adequate for the type of development proposed and so related to existing or potential surrounding development as to form a logical part of a coordinated system minimizing potential sanitary sewerage problems for the general area. Design information shall be supplied for line sizing.
  - (c) Privately provided general and individual sewerage systems shall be permitted only when approved by the state health department and the city director of public works, and shall be constructed to facilitate later connection with the public system.
  - (d) Where general sewerage systems are provided by the developer, they shall be offered to the city at no cost in accordance with the terms and provisions of the standard subdivision agreement.
  - (e) Individual sewerage systems shall be permitted only when approved by the state health department, upon findings that the type of system proposed will be effective in the area in which it is proposed to be used, and will not create health hazards on the lot, on adjacent property, or in the form of unlawful pollution of water. The state health department may prohibit certain types of systems in areas to which they are not adapted, may require the use of other systems, may specify increases in lot sizes above those generally required, if necessary, to make such systems effective, and may specify the manner in which such systems are to be located or designed to meet the needs of particular sites or areas.
  - (f) All sewerage systems, other than individual, shall be planned and constructed to meet the specifications of the department of public works, as approved by the city council. Before construction is commenced, plans and specifications shall be reviewed and approved by that department. All construction shall be in accordance with approved plans.

### **Sec. 33-65. Underground Utilities.**

Except as provided below, transmission, distribution and customer service utility facilities carrying or used in connection with electric power, streetlights, telephone, telegraph, cable television, petroleum, gas or steam shall be placed below the surface of the ground. Exceptions are as follows:

- (1) Equipment such as electric distribution transformers, switchgear, meter pedestals, telephone pedestals, meters, service connections and the like normally installed above ground in accordance with accepted utility practices for underground distribution.
- (2) Temporary overhead facilities required for construction purposes.
- (3) High tension transmission lines of fifty thousand (50,000) volts or more.

All installations shall be in accord with applicable codes and the specifications of the department of public works and shall be in accordance with charges, as approved by the state corporation commission.

### **Secs. 33-66—33-76. Reserved.**

## **ARTICLE V. IMPROVEMENT PROCEDURE**

### **Sec. 33-77. Plans and specifications **Site Plan Required for Major Subdivisions.****

- (a) **Prior to approval of a final plat for any major subdivision, a site plan showing all general improvements in the subdivision shall be prepared, reviewed, and approved in accordance with Article 38, Site Plan Review, of the Zoning Ordinance.** The plans and specifications for general improvements in a subdivision shall be prepared and endorsed by a registered professional engineer or a certified land surveyor, as defined in section 54-17.1(3b) of the Code of Virginia. ~~The manner of preparation and number of copies provided shall be as appropriate to the type of improvements and the requirements for local review, approval, inspection and~~

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recording, plus one copy for return to the subdivider or his agent, bearing certification of approval by the appropriate official or officials, if approved, or if disapproved, indicating the reasons for such disapproval.

- (b) Improvements for which such plans and specifications are required include all required improvements and any gas, water, sewer or electric light or power works, pipes, wires, fixtures or systems, or any telephone or community antenna television systems or the like, in, on or under any streets, alleys or easements within the subdivision, and all other general improvements to be provided by the subdivider or his agent, including preparation of land by grading, clearing, filling or drainage.
- (c) To the extent that specifications have been established by the city or other public agency having jurisdiction concerning a particular type of improvement, they may be included by reference and need not be restated in relation to a particular plan.

### **Sec. 33-78. Permits and inspection generally.**

- (a) Where permits are generally required by other regulations of the city, they shall be obtained before the installation of improvements in a subdivision begins. In other cases, approval of plans and specifications by all agencies or officers required to pass thereon by state or local law shall constitute permission to proceed.
- (b) During the preparation of land and the installation of general improvements in a subdivision, inspections shall be made to ~~insure~~ensure conformity with the plans, specifications and standards established by the ordinances of the city. Except where the nature and timing of such inspections is set forth generally by other regulations of the city, required inspections shall be indicated on the approved copy of the plans and specifications returned to the subdivider or his agent. The developer will be required to give seventy-two (72) hours' notice to the engineering division of beginning work.
- (c) Appropriate agencies of the city may make inspections at any time during the progress of the work, but if a required inspection has not been made by the time the work reaches the stage where such inspection is called for, the subdivider or his agent shall notify the agency involved, not less than two (2) working days in advance of the time such inspection is requested, unless the agency involved has previously agreed to a shorter period of notification. The agency responsible for making the inspection shall not be required to do so with less than the required notice. The inspector shall notify the subdivider of approval or disapproval at the time of inspection. These provisions shall not be construed to require inspection of construction or installation of their own facilities by public service corporations that have received franchises from the city.

### **Sec. 33-79. Permit and Inspection Fees.**

At the time of installation of improvements, permit and inspection fees shall be as generally provided for permits and inspections as specified in other ordinances of the city.

### **Sec. 33-80. Performance security in lieu of installation.**

Where installations as required by this chapter have not been made, in whole in or part, the city may accept, for dedication for public use, any right-of-way located within the subdivision which has constructed therein, or proposed to be constructed therein according to plans and specifications filed and approved, any street, curb, gutter, sidewalk, drainage or sewerage system or other improvement, financed or to be financed other than by city funds, only if the owner or developer furnishes to the city a certified check in the amount of the estimated costs of construction (with estimate of costs agreed to by the Department of Public Works) or a bond with a subdivision agreement attached, with surety satisfactory to the city attorney, in an amount sufficient for and conditioned upon the construction of such facilities, or a contractor's bond, with like surety in like amount and so conditioned.

**Sec. 33-81. As-built construction drawings.**

As-built construction drawings for all improvements in a subdivision shall be provided on an approved durable tracing medium prior to posting a defect bond or at the time of posting such bond.

**Sec. 33-82. Security against defects.**

With regard to any improvement to be accepted for dedication, maintenance or operation by the city, the owner or developer shall, at the time of city acceptance of responsibility, provide a certified check in the amount of five (5) percent of the total construction costs of the improvement, or a bond, with surety satisfactory to the city attorney, in an amount sufficient for to cover the costs of remedy of defects appearing in such improvements within one year.

**Sec. 33-83. Release of securities.**

- (a) Performance bonds or other sureties established in accordance with the provisions of section 33-80 shall be released when the director of public works or other affected official certifies that the requirements set forth in this chapter have been met. On application by the owner or developer, portions of such bonds or other sureties may be released in proportion to the cost of the requirements certified by the director of public works or the affected official as having been met.
- (b) Defect bonds or other sureties established in accordance with the provisions of section 33-82 shall be released at the end of one year from the date of city acceptance of responsibility. Such release shall be in full, if no defects have been found to exist, or if defects found to exist have been corrected by the owner or developer. If defects found to exist have been corrected by action of the city, the costs of such action shall be deducted from the defect bond. If defects found to exist within the one-year period have not been corrected after proper notice by the end of such period, the director of public works shall make an estimate of the cost of correction and such cost shall be deducted from the defect bond, and any balance remaining as a result of lesser actual than estimated cost shall be paid to the owner or developer.

**Sec. 33-84. Public acceptance of improvements or proposed dedications.**

The installation of improvements or the offer of dedications in subdivisions created hereafter under the terms of this chapter shall in no case bind the city to accept such improvements or offers to dedicate. Upon certification of completion of required improvements, as set forth in section 33-83, the Director of Public Works is authorized to accept, on behalf of the city, such dedications and/or improvements as the city may then be prepared to accept and maintain.

Search for keyword or bill numl

Advanced Search

2025 Regular Session

HB2660 Subdivision ordinance; shortens timeframe for local approvals.

Print

Status: Acts of Assembly Chapter

Patrons

All Patrons

Introduced by: Marcus B. Simon (Chief Patron)

All Summaries

Summary As Passed House

Subdivision ordinance; local approvals; report. Shortens the timeframes for various local government approvals of subdivision plats and site plans. Additionally, the bill calls on the Virginia Code Commission to convene a work group consisting of various stakeholders to review existing provisions related to the submission, review, and approval of subdivision plats and site plans. The work group shall develop recommendations to (i) organize procedural steps in a clear, logical, and sequential order to enhance ease of reference; (ii) clarify the processes, requirements, and timelines applicable to each type of plat or plan; (iii) standardize terminology to ensure consistency, reduce ambiguity, and minimize misinterpretation; and (iv) identify and eliminate redundant or duplicative provisions to streamline the Code and improve its usability and shall submit a report to the General Assembly by November 1, 2025.

Bill Versions

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House

Counties, Cities and Towns Amendment Offered

House

Counties, Cities and Towns Subcommittee Amendment Offered

## History

1/15/2025	House	Presented and ordered printed 25104595D
1/15/2025	House	Referred to Committee on Counties, Cities and Towns
1/20/2025	House	Assigned CCT sub: Subcommittee #2
1/30/2025	House	Subcommittee recommends reporting with amendment(s) (8-Y 0-N)
1/31/2025	House	Reported from Counties, Cities and Towns with amendment(s) (21-Y 1-N)
2/2/2025	House	Read first time
2/3/2025	House	Read second time
2/3/2025	House	Counties, Cities and Towns Amendment agreed to
2/3/2025	House	Engrossed by House as amended
2/3/2025	House	Printed as engrossed 25104595D-E
2/4/2025	House	Read third time and passed House (97-Y 1-N)
2/5/2025	Senate	Constitutional reading dispensed (on 1st reading)
2/5/2025	Senate	Referred to Committee on Local Government
2/10/2025	Senate	Reported from Local Government (15-Y 0-N)
2/11/2025	Senate	Rules suspended
2/11/2025	Senate	Constitutional reading dispensed (on 2nd reading) (40-Y 0-N)
2/11/2025	Senate	Passed by for the day
2/12/2025	Senate	Read third time
2/12/2025	Senate	Passed Senate (39-Y 0-N)
2/17/2025	House	Enrolled

2/17/2025	House	Bill text as passed House and Senate (HB2660ER)
2/17/2025	House	Signed by Speaker
2/20/2025	Senate	Signed by President
3/3/2025	House	Enrolled Bill communicated to Governor on March 3, 2025
3/3/2025	Governor	Governor's Action Deadline 11:59 p.m., March 24, 2025
3/19/2025	Governor	Approved by Governor-Chapter 100 (Effective 07/01/25)
3/19/2025	Governor	Acts of Assembly Chapter text (CHAP0100)

Search for keyword or bill numl

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[2025 Regular Session](#)

[SB974 Subdivision ordinance; plan review by designated agent, definition of "designated agent."](#)

[Print](#)

Status: Acts of Assembly Chapter

[Patrons](#)

[All Patrons](#)

Introduced by: Schuyler T. VanValkenburg (Chief Patron)

[All Summaries](#)

[Summary As Passed](#)

**Subdivision ordinance; plan review by designated agent.** Removes planning commission and governing body approval authority for the administrative review process for plats and plans and assigns such authority solely to a designated agent, defined in the bill. However, the bill provides that the local planning commission may serve as the designated agent of any locality with a population of 5,000 or less. The bill also expedites the review process by shortening the timeframe for forwarding plats and plans to state agencies for review.

[Bill Versions](#)

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Governor Chaptered PDF

House Counties, Cities and Towns Subcommittee Amendment Offered

House Counties, Cities and Towns Subcommittee Amendment Offered

## History

1/7/2025	Senate	Prefiled and ordered printed; Offered 01-08-2025 25104271D
1/7/2025	Senate	Referred to Committee on Local Government
1/27/2025	Senate	Reported from Local Government with substitute (12-Y 2-N)
1/27/2025	Senate	Committee substitute printed 25106055D-S1
1/28/2025	Senate	Rules suspended
1/28/2025	Senate	Constitutional reading dispensed (on 1st reading) (39-Y 0-N)
1/28/2025	Senate	Passed by for the day
1/29/2025	Senate	Read second time
1/29/2025	Senate	Reading of substitute waived
1/29/2025	Senate	Local Government Substitute agreed to
1/29/2025	Senate	Engrossed by Senate - committee substitute
1/30/2025	Senate	Read third time and passed Senate (35-Y 5-N)
2/4/2025	House	Placed on Calendar
2/4/2025	House	Read first time
2/4/2025	House	Referred to Committee on Counties, Cities and Towns
2/4/2025	House	Assigned CCT sub: Subcommittee #2
2/6/2025	House	Subcommittee recommends reporting with amendment(s) (8-Y 0-N)
2/7/2025	House	Reported from Counties, Cities and Towns with amendment(s) (17-Y 4-N)
2/11/2025	House	Read second time
2/12/2025	House	Read third time

2/12/2025	House	Passed by temporarily
2/12/2025	House	Counties, Cities and Towns Amendments agreed to
2/12/2025	House	Engrossed by House as amended
2/12/2025	House	Passed House with amendments (89-Y 8-N)
2/14/2025	Senate	House Amendments agreed to by Senate (30-Y 5-N)
2/18/2025	Senate	Enrolled
2/18/2025	Senate	Bill text as passed Senate and House (SB974ER)
2/18/2025	House	Signed by Speaker
2/20/2025	Senate	Signed by President
3/3/2025	Senate	Enrolled Bill Communicated to Governor on March 3, 2025
3/3/2025	Governor	Governor's Action Deadline 11:59 p.m., March 24, 2025
3/24/2025	Governor	Approved by Governor-Chapter 594 (Effective 07/01/25)
3/24/2025	Governor	Acts of Assembly Chapter text (CHAP0594)





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

**THROUGH:** Garry Cozier - Budget Manager

**FROM:** Petersburg Sheriff's Office

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

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

**REASON:** The Sheriff's Office has received a grant from the VA DCJS in the amount of \$21,800.

**RECOMMENDATION:** Staff recommends approval of the ordinance.

**BACKGROUND:** The Sheriff's Office has received a grant from the VA Department of Criminal Justice Services (DCJS) in the amount of \$21,800.

**COST TO CITY:** \$21,800

**BUDGETED ITEM:** Grant

**REVENUE TO CITY:** \$21,800

**CITY COUNCIL HEARING DATE:** 7/15/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** Petersburg Sheriff's Office

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Grant Ordinance - FY26 First Responder Wellness Grant
2. Petersburg, City 550194

**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 First Responder Wellness Gant (550194)

**Total Revenue** **\$21,800**

- 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 First Responder Wellness Gant (550194)

**Total Expense** **\$21,800**



# 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](http://www.dcjs.virginia.gov)

June 11, 2025

Mr. John Altman  
City Manager  
135 North Union Street  
Petersburg, Virginia 23803

RE: 547066-FY26 Office of First Responder Wellness Grant Program

Dear Mr. John Altman:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **550194** and was approved for a total award of **\$21,800**, funded through Award Number **2026-OFRW-GRANT**. The project period is **7/1/2025** through **6/30/2026**.

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](http://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](mailto:grantsmgmt@dcjs.virginia.gov). If you have questions, contact your DCJS Grant Monitor **Phyllis Vaughan** at **804-340-9754** or via email at [phyllis.vaughan@dcjs.virginia.gov](mailto:phyllis.vaughan@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, 12<sup>th</sup> Floor  
 Richmond, VA 23219

<b>547066-FY26 Office of First Responder Wellness Grant Program</b>
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Subgrantee:	Petersburg, City
DCJS Grant Number:	550194
Grant Start Date:	7/1/2025
Grant End Date:	6/30/2026
Indirect Cost Rate:	_____ % <b>*If applicable</b>

State General Funds:	<b>\$21,800</b>
State Special Funds:	<b>\$ 0</b>
Local Match:	<b>\$ 0</b>
Total Budget:	<b>\$21,800</b>

Project Director	Project Administrator	Finance Officer
Lt. Christopher Bailey Lieutenant 8 Courthouse Avenue Petersburg, Virginia 23803 804-733-2369 clbailey@petersburg-va.org	Mr. John Altman City Manager 135 North Union Street Petersburg, Virginia 23803 804-733-2301 maltman@petersburg-va.org	Mr. Leon Glaster Chief Financial Officer 144 North Sycamore Street Petersburg, Virginia 23803 510-862-8842 lglaster@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: \_\_\_\_\_



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 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 General Fund**

**PURPOSE:** First Read & Schedule a Public Hearing for Consideration of an Amendment to the FY26 General Fund

**REASON:** To Schedule a Public Hearing for Consideration of an Amendment to the FY26 General Fund

**RECOMMENDATION:** Staff recommends approval of the ordinance.

**BACKGROUND:** The General Fund needs to be amended to allow for the appropriation of several projects from the unassigned fund balance as follows: \$1,000,000 City Beautification Project, \$197,000 Broadband Feasibility Project, \$70,000 Pharma Feasibility Project, \$90,000 & Parking Study.

**COST TO CITY:** \$1,357,000

**BUDGETED ITEM:** No

**CITY COUNCIL HEARING DATE:** 7/15/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Ordinance - FY26 Amendment

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR THE GENERAL FUND**

---

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

- I. That appropriations for the fiscal year commencing July 1, 2024, in the General Fund, are made for the following resources and revenues of the City, for the fiscal year ending June 30, 2026.

<b>Previously adopted Revenues</b>	<b>\$106,947,573</b>
<b>ADD:</b>	
Draw From Fund Balance	\$1,357,000
<b>Total Revenue</b>	<b>\$108,304,573</b>

- 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:

<b>Previously adopted Expenditures</b>	<b>\$106,947,573</b>
<b>ADD:</b>	
City Beautification	\$1,000,000
Broadband Feasibility Study	\$197,000
Parking Study	\$90,000
Pharma Feasibility	\$70,000
<b>Total Expense</b>	<b>\$108,304,573</b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

**THROUGH:** Jared Crews, Manager of Planning and Community Development

**FROM:** March Altman, Jr.

**RE:** **First Read and Schedule a Public Hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board Regarding 605 West Washington Street in the Folly Castle Historic District. The Architectural Review Board Determined that the Vinyl Windows and Vinyl Siding Installed Without an Approved Certificate of Appropriateness Should be Removed and that the Decorative Corbels Removed Without an Approved Certificate of Appropriateness Should be Restored; the Applicant is Requesting the Decision be Overturned in its Entirety**

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**PURPOSE:** For Antwan Harris to appeal a decision made by the Architectural Review Board requiring him to remove the vinyl windows and vinyl siding installed without an approved Certificate of Appropriateness and to restore the decorative corbels removed without an approved Certificate of Appropriateness. The applicant is seeking the Board's decision be overturned in full.

**REASON:** For the applicant, Antwan Harris, to have an appeal hearing for an Architectural Review Board decision.

**RECOMMENDATION:**

**BACKGROUND:** On May 14, 2025, Antwan Harris went before the Architectural Review Board for retroactive approval of work that had been completed including the installation of vinyl windows and vinyl siding and the removal of decorative corbels under the roof eaves. The Board determined the work was not in accordance with the Historic District Guidelines and denied the request, stating the windows and siding should be removed and the corbels be restored.

**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. 605 Washington Appeal
2. 2. Denial Letter
3. 3. Request to appeal
4. 605 West Washington Staff Report

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# CITY COUNCIL JULY 2025

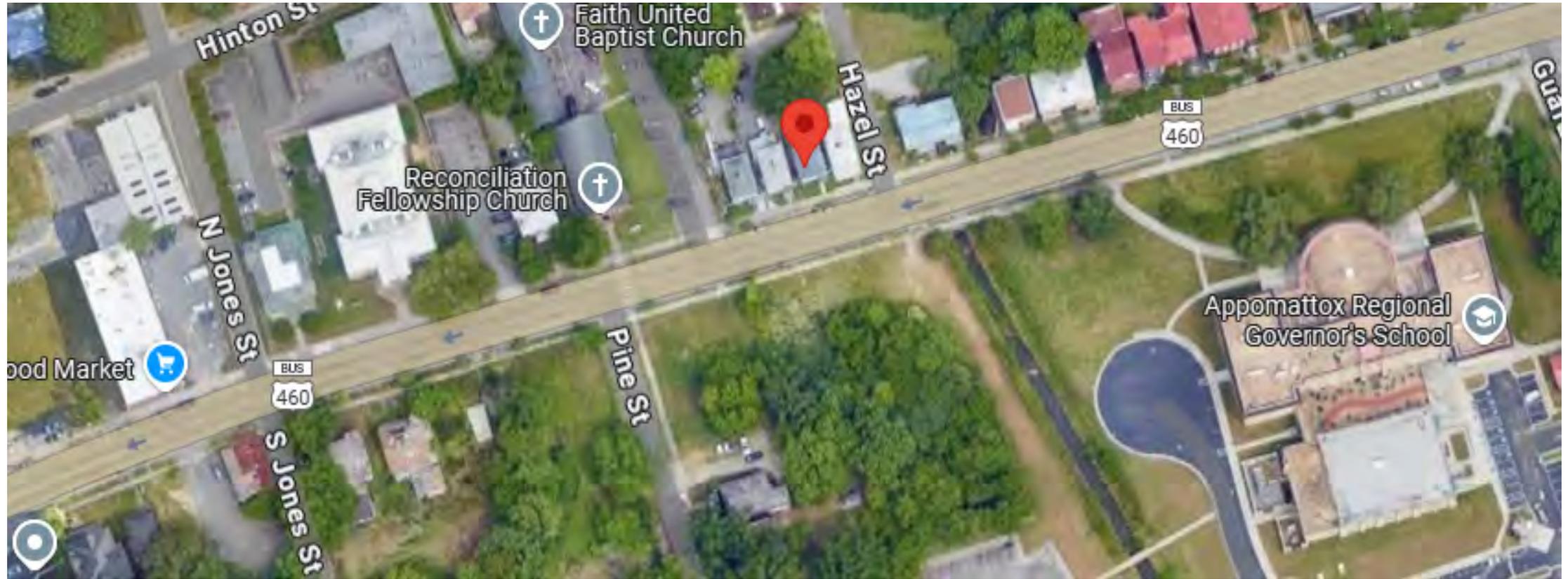
Public hearing for Antwan Harris to Appeal a Decision Made by the Architectural Review Board that Unapproved Vinyl Windows and Siding Should be Removed and Decorative Corbels Should be Restored at 605 W Washington Street in the Folly Castle Historic District– the Applicant Wishes to Keep the Changes as-is.



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# REQUEST BEFORE COUNCIL

- Determine if the decision of the Architectural Review Board (ARB) should be overturned allowing the previously unapproved work to remain or upheld requiring the applicant to replace the vinyl windows with the originals, take off the vinyl siding, and return the decorative corbels to the exterior.



**LOCATION – 605 W WASHINGTON**

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# BACKGROUND

- Late April, 2025 – Architectural Review Board Chair (ARB) became aware of ongoing work on home occurring over the weekend and spoke with contractor on site to make them aware of need for approval; work was completed despite the warning. Subsequently, staff made the owner aware that the property was in violation of the Zoning Ordinance unless a Certificate of Appropriateness (COA) was issued for the work.
- On May 5th, 2025, a COA application for retroactive approval of the new vinyl windows and vinyl siding and the removal of the corbels was submitted for consideration of the Architectural Review Board.
- On May 14, 2025 The request was heard and denied by the ARB, who determined the changes to the exterior do not abide by what the Historic District Design Guidelines.
- The applicant requests the ARB's decision be overturned in full, allowing the home to remain as is with vinyl windows and vinyl siding and without the decorative corbels.



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CURRENT  
FRONT  
ELEVATION  
PHOTO

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# ORIGINAL ELEVATION AND RENOVATIONS

(Applicant has owned the building since 2021)



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# REASON FOR DENIAL

- The Historic District Design Guidelines – Chapter 4. Rehabilitation of Building Elements/Features notes:

*Retain original windows and historically significant examples including glass and hardware, when possible. The first growth wood, from which many original older windows are fabricated, has more dense growth rings that provide for better resistance to water and insect damage.*

*Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, glass, muntins, sills, heads, moldings, surrounds, shutters, and blinds.*

---

# CONT.

- *Retain all elements, materials, and features that are original to the building, are historically significant, or are sensitive remodelings.*
- *Repair as many original elements as possible, particularly the materials, windows, decorative details and cornice.*
- *Retain wood as the dominant framing, cladding and decorative material for Petersburg's historic buildings.*
- *Use new wood, epoxy consolidates or fillers to patch, piece or consolidate parts.*
- *Match existing materials and details.*

---

# SAMPLE MOTION

- I Move that We **AFFIRM/REVERSE/MODIFY** the Decision Made by the Architectural Review Board Regarding 605 W Washington Street in the Folley Castle Historic District that Determined the Windows and Vinyl Siding should be Removed and Replaced to the Originals. The Decorative Elements should be Placed back on the Exterior.
- IF OVERTURNED/MODIFIED: **provide a reason**
- IF UPHELD: due to the request conflicting with the Petersburg Historic Districts' Guidelines.



# 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](mailto:sgranger@petersburg-va.org)

Antwan Harris  
605 W Washington St  
Petersburg, VA 23803

## **RE: Certificate of Appropriateness (COA) Application for 605 W Washington St – Folley Castle Historic District**

Mr. Harris,

Thank you for your application for a Certificate of Appropriateness for 605 W Washington Street, located in the Folley Castle Historic District. Your request was reviewed and denied at our May meeting—Wednesday, May 14th, 2024. The Architectural Review Board (ARB) found the application for vinyl windows and vinyl siding to not comply with the Design Guidelines (Chapter 4).

Either you replace the vinyl windows with the original windows, take off the vinyl siding in the front, and replace the decorative corbels 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](mailto:sgranger@petersburg-va.org).

Respectfully,

Soren Granger  
Secretary to the ARB

June 1, 2025

Antwan Harris

605 W. Washington St.

Petersburg, Va. 23803

To whom it may concern:

My name is Antwan Harris. Owner of 605 W Washington St. Petersburg, Va. 23803. I am writing to appeal the decision made May 14th, 2025 regarding my application for a Certificate of Appropriateness. I am requesting a hearing before city council in relation to the matter.

Sincerely,



Antwan Harris

Antwanh82@gmail.com



**j. 605 W Washington**

**Historic District:** Folley Castle  
**Review Date:** May 14th, 2025  
**Tax Parcel #:** 023100010

**Applicant:** Antwan Harris

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

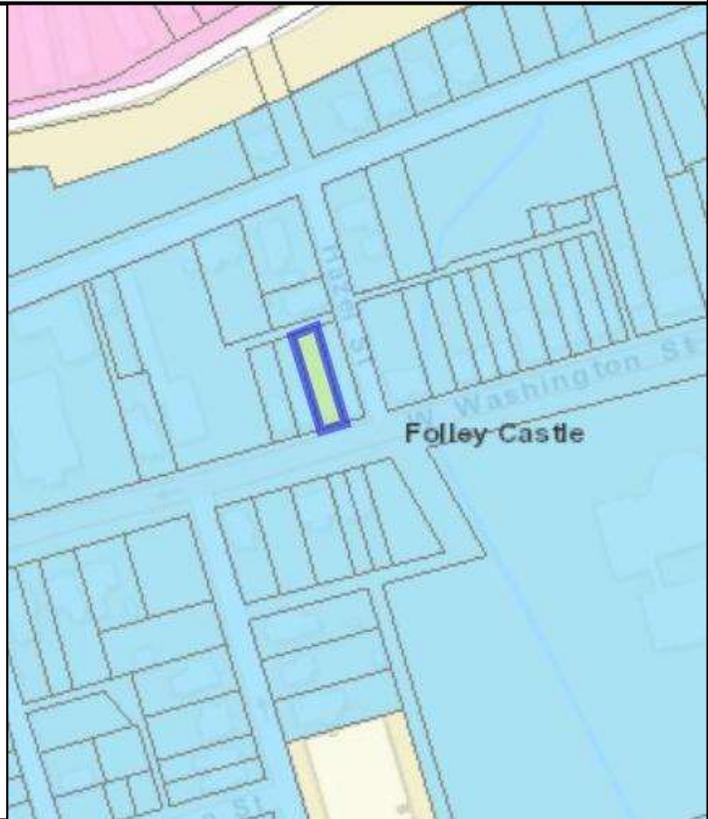


**Project Description:** Renovation

**Applicant proposal:**

- Applicant has taken off the decorative elements of the exterior
- Vinyl siding has been placed over wood exterior
- Original windows have been replaced and the one above the door has been resized to be smaller

**Attachments:** Application, pictures



**Staff Recommendation:**

**Renovation: Denial based on Design Guidelines Chapter 4**

The applicant will need to take off the vinyl siding; restore the one window back to its original size. The top floor window was an original 12 pane window that needs to be put back in. The owner reached out before this could be a violation, but this will need to be resolved quickly. The ARB can discuss alternative methods with the owner if desired. If the wood siding needs repair, it should be, and if rotten can be replaced with new wood siding.

Note: In between 2021 and 2022, the original bottom window was replaced with a vinyl one that is seen today.



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

Address: 605 W Washington St.  
Historic District: \_\_\_\_\_

Application for COA       Application for Historic Building Plaque       Application for Discussion

Applicant: Antwan Harris      E-Mail: Antwanh82@gmail  
Address: 302 Colonel Dr. 23075      Phone: (804) 502-1755

Owner: \_\_\_\_\_      E-Mail: \_\_\_\_\_  
Address: \_\_\_\_\_      Phone: \_\_\_\_\_

Firm/Contractor Preparing Plans: \_\_\_\_\_      E-Mail: \_\_\_\_\_  
Address: \_\_\_\_\_      Phone: \_\_\_\_\_

Firm/Contractor to Perform Work: Ronnie Jenkins      E-Mail: \_\_\_\_\_  
Address: \_\_\_\_\_      Phone: (804) 739-8207

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.*

[Signature]  
Applicant's Signature

4/20/2025  
Date

FOR OFFICE USE		
Date received: <u>5/1/2025</u>	Agenda date: _____	<u>Folly Castle</u>
Tax Parcel: <u>023100010</u>	Zoning: <u>R-3</u>	
Additional permits needed from planning: _____		

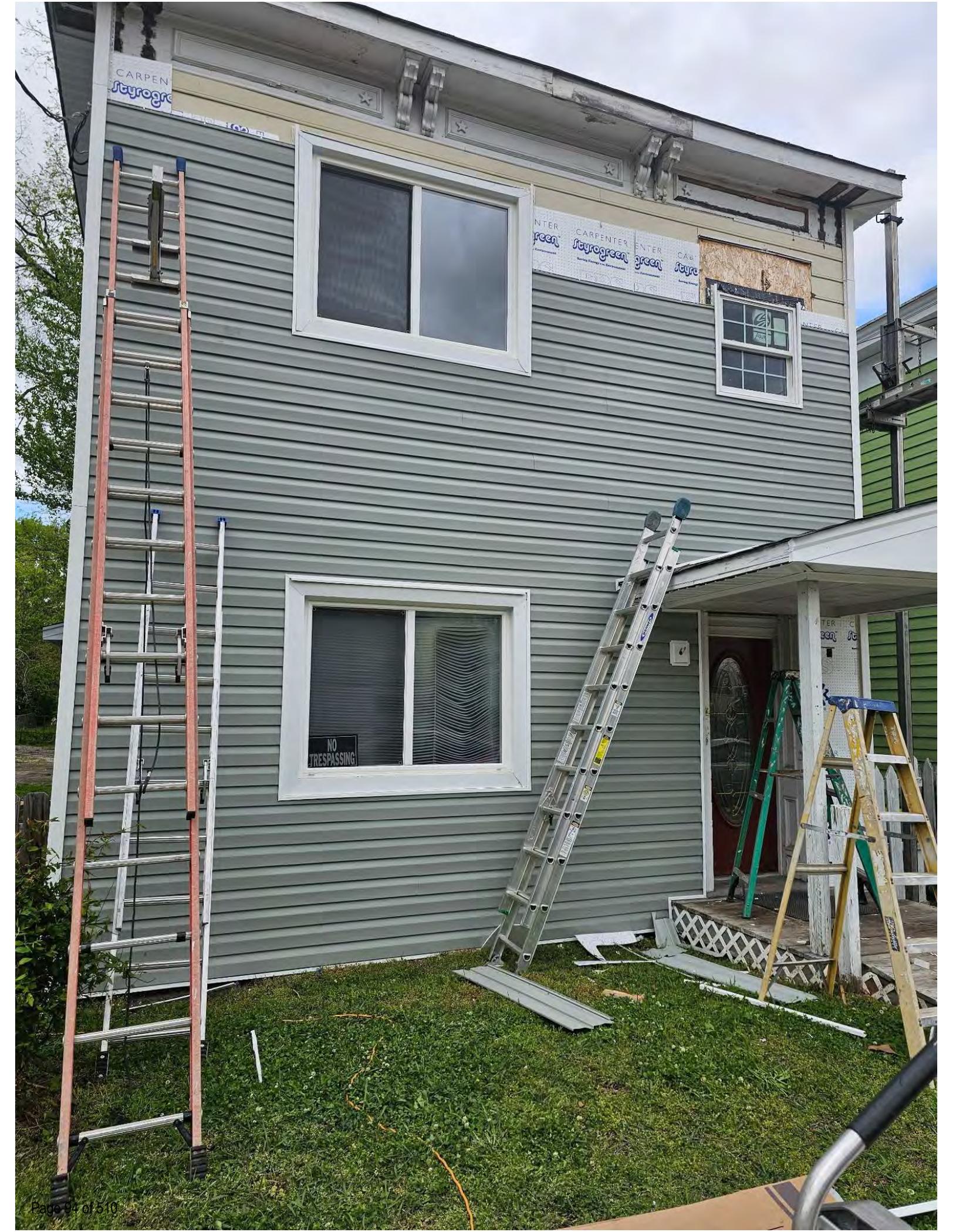
**\*A complete application must be received at least 15 days prior to a regular Architectural Review Board meeting to be heard at that meeting.**



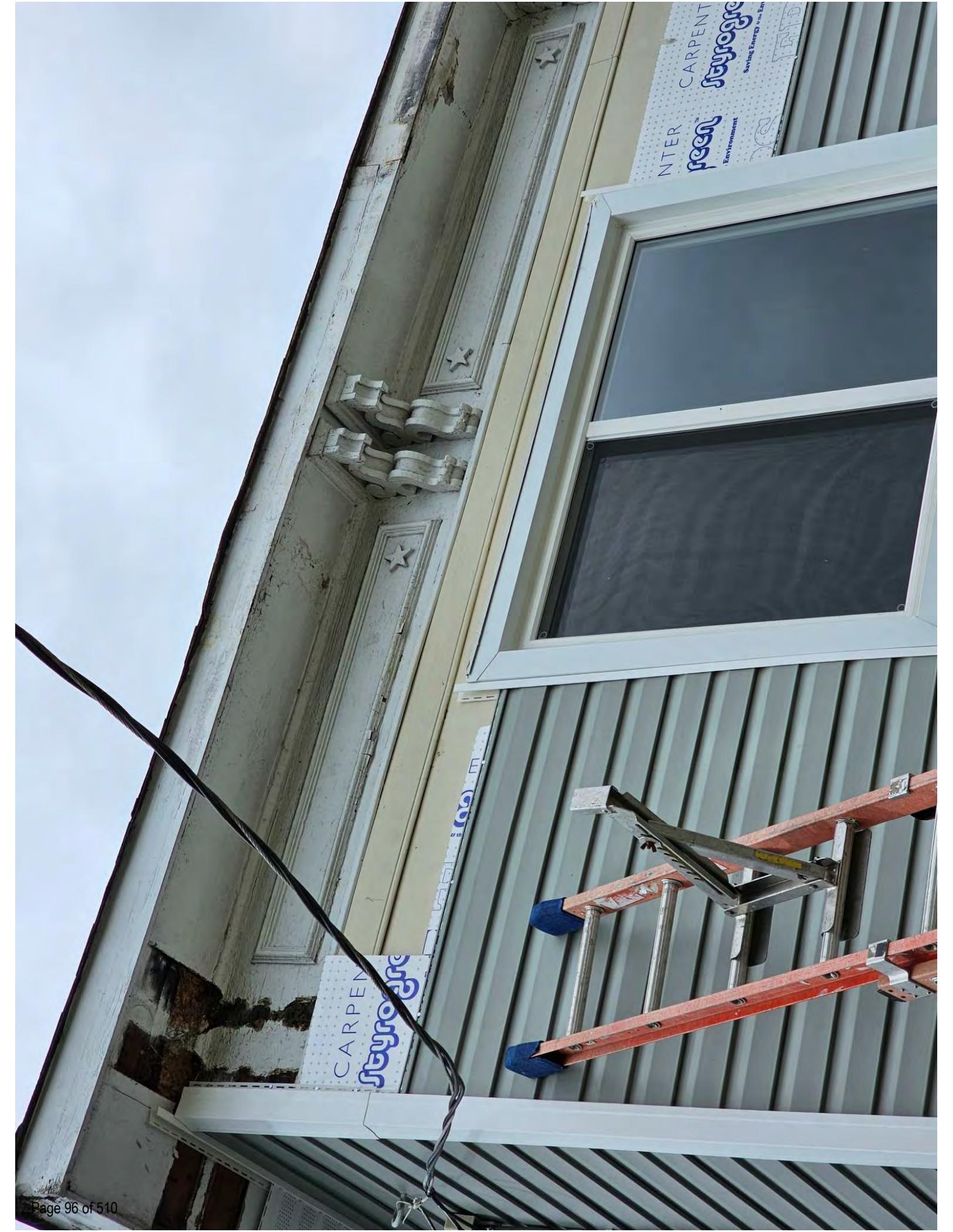
CARPEN  
styrogreen

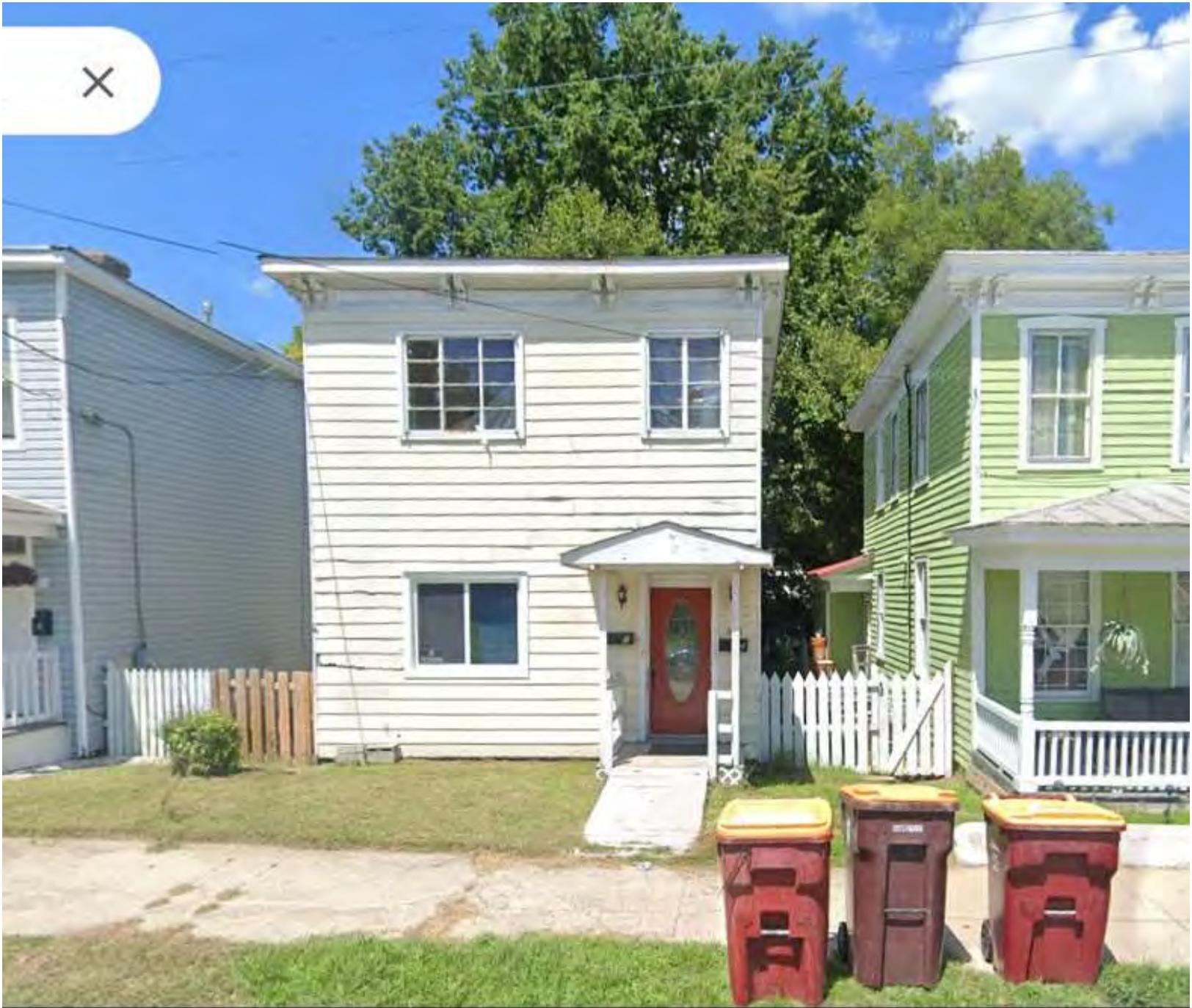
ENTER CARPENTER ENTER CAB  
styrogreen styrogreen styro

NO  
TRESPASSING









4



May 2024



Aug 2022



Aug 2021

Image





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

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

**FROM:** Brian Moore

**RE:** **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street, Located in Petersburg, VA**

**PURPOSE:** Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street, Located in Petersburg, VA

**REASON:** To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne 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 property located at 436 Byrne Street, Located in Petersburg, VA.

N/A

**CITY COUNCIL HEARING DATE:** 7/1/2025

**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. ACUNA Ordinance
2. ACUNA Pur Agreement Pkt
3. ACUNA Resolution. PDF

## **ORDINANCE**

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 436 Byrne Street.

WHEREAS, the City of Petersburg has received proposals from ACUNA PROPERTIES LLC to purchase the City-owned property at 436 Byrne 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 a Purchase Agreement with ACUNA PROPERTIES LLC toward the sale and development of City-owned property located at 436 Byrne Street.

DRAFT

# PROJECT BRIEF

Developer:	ACUNA PROPERTIES LLC
Project Address:	436 BYRNE STREET
Assessed Value:	\$10,400.00
Offer Amount:	\$13,000.00
Percentage Offered:	125%

## PROJECT DESCRIPTION:

A Single Family dwelling.

## PROPERTY PICTURE (TODAY)



# Letter of Intent

---

April 25, 2025

Acuna Properties LLC  
495 Byrne Street  
Petersburg, VA 23803  
[priscilaacunava@gmail.com](mailto:priscilaacunava@gmail.com)  
804-295-8842

To: City of Petersburg  
City Manager  
John M. Altman JR

**PROPERTY ADDRESS: 436 BYRNE STREET, PETERSBURG VA 23803**

**PARCEL #031040003**

**PROPOSED OFFER: \$13,000**

**PROPOSED UTILIZATION: The proposed utilization is for residential development for the betterment of the community.**

**Property Sheet included in packet**

**CITY OF PETERSBURG  
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ \$ 10,400

Consideration: \$ \$ 13,000

Tax Map No.: 031040003

This Residential Real Estate Purchase Agreement (the "Agreement") is dated 4/25/25 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Acuna Prop, 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 436 Byrne St Tax Map Number: 031040003 and further described as 436 Byrne St 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 Thirteen thousand (\$ 13,000) (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 One thousand three hundred (\$ 1,300 ) (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, inquiries 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 30, 2025 (\_\_\_\_). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made May 30, 2025 and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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

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

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

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

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

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

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

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

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

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

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

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, 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 or 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:

Acuna Properties LLC  
495 Byrne Street  
Petersburg VA  
23803

COPY TO:

Acuna Properties LLC  
495 Byrne Street  
Petersburg VA  
23803

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: Acuna Properties LLC

By: Priscila Acuna

Title: owner

Date: 04/28/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Crystal Ralls,

Title: Escrow Agent

Date: 04/28/2025

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

Prepared by Richard L. Jones  
Attorney at Law  
21 Walnut Boulevard, Suite 1  
Petersburg, VA 23805  
804-681-8801  
Tax ID No: 0310400003  
Sales Price \$3,000.00

THIS DEED, made and entered into this 19<sup>th</sup> day of July, 2004 by and between **TABB STREET PROPERTIES L.L.C.**, a Virginia limited liability company, party of the first part, hereinafter called the grantor, and **CITY OF PETERSBURG**, a municipal corporation, party of the second part, hereinafter called the grantee.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, unto City of Petersburg, a municipal corporation, the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED AND MADE A PART  
HEREOF.

Tax exempt pursuant to Sec. 58.1-811 (3)

|| A ||

This conveyance is made expressly subject to all existing conditions and reservations of record affecting the said land to the extent that they may lawfully apply.

WITNESS the following signature and seal:

TABB STREET PROPERTIES, L.L.C.

By: *R. Brockwell*  
Manager

STATE OF VIRGINIA  
CITY OF PETERSBURG, TO WIT:

The foregoing instrument was acknowledged before me this 19th day of July, 2004 by R. Garland Brockwell, Jr., Manager, on behalf of Tabb Street Properties, LLC.

My commission expires: 8/31/06

*Sunda O. Morris*  
Notary Public

ADDRESS OF GRANTEE:  
135 N. Union St., Room 204  
City Hall, Petersburg VA 23803.

Page Two

Schedule "A"

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the west side of Byrne Street, fronting thereon 29 1/2 feet, and extending back westwardly between parallel lines a distance of 219 1/2 feet, more or less, and designated by current city street number 436 Byrne Street.

It being part of the same property in all respects which was conveyed to Tabb Street Properties, L.L.C., a Virginia limited liability company, by deed from R. Garland Brockwell, Jr., dated July 20, 1999, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 620, page 322.

Page Three

INSTRUMENT #040003167  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON  
JULY 23, 2004 AT 11:33AM  
\$3.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$1.50 LOCAL: \$1.50  
BY: BENJAMIN O. SCOTT, CLERK  
*Shondal J. Jorgensen* (DC)

221,976.00

BOOK 467 PAGE 235

THIS DEED, made this 25th day of August, 1989, by and between the CITY OF PETERSBURG, a Virginia municipal corporation, (hereinafter sometimes called "Grantor"), party of the first part; and UNION CAMP CORPORATION, a Virginia corporation (hereinafter sometimes called "Company"), party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor hereby grants, bargains, sells and conveys unto the said Company, in fee simple and with Special Warranty of title, all of the timber, wood, pulpwood and trees (hereinafter called "Timber") of every kind, species and description, lying, standing, being or growing upon a portion of that certain tract or parcel of land in the City of Petersburg, Virginia, known as a part of the Marlbrook tract, containing 190 acres, more or less, and more particularly described in Exhibit "A" attached hereto and made a part hereof, and further shown, on the Company's Cruise Map attached hereto and incorporated herein as Exhibit "B". The boundary lines of the aforesaid 190+ acre timber area as indicated on the aforesaid Exhibits A and B, have been painted in blue and shown to the Company by the Grantor.

The said 190+ acre timber area is a part of the tract of land containing 854.53 acres conveyed to the City of Petersburg by J. Roper Johnson and wife and others, by deed dated April 14, 1895, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Deed Book 40, at page 348.

*Brittany C. Edwards  
@demonenergy.com*

*804-835-4267*

It is covenanted and agreed by and between the parties hereto that the timber hereby conveyed shall be clear cut.

1. It is understood and agreed that Company shall have the right to cut the Timber as close to the ground as may be practicable, with power saws or otherwise.
2. It is understood and agreed that the Company shall have, and it is hereby granted, the full term of two (2) years, ending two (2) years from the recordation of this Timber Deed, in which to cut and remove the Timber from the said land, at any time and from time to time during said term, including the right to cut over the said land or any portion thereof as many times as the Company may desire.
3. It is further agreed, for the same consideration, that the Company's access to the above described timber area for the purpose of cutting, hauling and removing of the timber hereby conveyed shall be restricted to access only from the adjacent State Highway 629, known as Birdsong Road, and logging road entrances from the said Birdsong Road are to be at angles to avoid direct sightings into the harvested area. It is further agreed for the same consideration that the Company is hereby granted all rights, ways, privileges and easements in and/or upon the above described 190+ acre timber area, which may be useful, convenient, necessary or desirable in cutting, removing or handling the timber, or any other timber, wood, pulpwood or trees, or other thing whatsoever, and the exclusive right to locate, build, construct, erect, maintain, operate and utilize roads, buildings, structures, skidders, vehicles, tools and appliances, and

other means or instrumentalities that the Company may see fit or desire, on, over and across the said land, for all such purposes as the Company may see fit or desire, for itself, its agents, employees and licensees, and also the right to cut, use and remove any small timber and trees, undergrowth, brush or earth, the cutting, use or removal of which may be useful, convenient, necessary or desirable in the exercise of any of the rights granted hereby. All of the rights and privileges hereby granted shall continue until the expiration of the full term hereinabove granted for the cutting and removal of said timber from the said land, whether or not the said timber be cut and removed from the said land prior to the expiration of said term, and whether or not the notice hereinafter provided for be given. The Company shall not be liable for any damages that may be done the timber, trees or undergrowth on the parcel described herein in the cutting, handling or removal of the Timber hereby conveyed or in the exercise of any of the rights or privileges herein granted. The Company shall have the right to remove any property whatsoever placed by it upon the said land, at any time during the continuance of this contract and within one (1) year after the expiration of the rights and privileges enumerated in this paragraph.

**4. Reforestation:**

It is understood and agreed by and between the parties hereto that the "Company" will site prepare and plant pine seedlings upon the above described 190± acre parcel of land in accordance with an Alternate Management Plan

obtained by the "Grantor" and the "Company" from the Division of Forestry of the Commonwealth of Virginia. No seed trees shall be required to be left standing upon the above timber tract.

5. It is understood and agreed that the Company will not be responsible for any damage which may be done to interior fences by its logging operations.
6. Company agrees that at the end of its logging operations it will leave paths used by it in as good condition as they were at the beginning of its logging operations.
7. Grantor covenants and agrees that it has caused the boundary lines of the 190+ acre parcel of land herein described, on which the timber is being conveyed, to be plainly marked with blue paint; that the lines as marked are the true and correct boundary lines of the timber area; that the Company has relied on the lines as marked for its determination of the location of the timber purchased.
8. The Party of the First Part agrees that the property lines of the within-described tracts are clearly marked, or will be so marked prior to any timber cutting, and are the correct property lines, and the Party of the First Part will be solely liable for any damage or claim which may be made because of improper or inadequate marking of the property lines.
9. Other terms and conditions:  
The Company covenants and agrees by and with the Grantors that no line trees or marked trees are to be cut; that it

will remove all lops from the buffer areas as indicated on the aforesaid Exhibits A and B; that it will remove all logging debris, cans, paper, trash, and etc. from the timber area; that it will comply with the Best Management Practices; that no logging road entrances will be used from Flank Road; that all logging shall be conducted during dry periods to avoid rutting; that the Grantor reserves the right to stop harvesting due to wet soil conditions, however, if that right is exercised then extra time will be granted to remove the aforesaid timber; that it will notify the Grantor prior to road construction from Birdsong Road or harvesting; that if a dispute arises between the Grantor and the Company pertaining to the cutting and said removal of said timber, or any right or condition herein contained, an arbitration committee of three persons shall resolve any such dispute. The arbitration committee shall consist of one person chosen by each of the parties hereto, who will choose a third party to complete the arbitration committee, and the decision of the arbitration committee as to any such dispute shall be final and conclusive.

10. All of the covenants, conditions and provisions hereof shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representative, successors or assigns, whether herein so expressed or not; and "Grantor", wherever used herein, shall be construed to mean and shall include the party of the first part.

IN WITNESS WHEREOF, the City of Petersburg has caused its municipal corporate name to be hereto signed by Richard N.

B.77X .167 PAGE 240

Brown, City Manager, on behalf of the City of Petersburg, all in accordance with a resolution adopted by the City Counsel of the City of Petersburg at a counsel meeting duly and lawfully held on the 6th day of June, 1989.

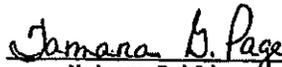
The City of Petersburg  
By:

 (SEAL)  
Richard M. Brown, City Manager of the  
City of Petersburg

STATE OF VIRGINIA

City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this  
6th day of September, 1989, by the City of  
Petersburg, by Richard M. Brown, City Manager of the City of  
Petersburg.

  
Notary Public

My commission expires: November 3, 1989.

I was commissioned a notary public as Tamara G. Wells.

BOOK 167 PAGE 241

EXHIBIT "A"

ALL that certain tract or parcel of land, lying, situate and being in the City of Petersburg, Virginia, containing 190+ acres, more or less, and bounded generally as follows:

On the South by Birdsong Road; on the Southeast by the right of way of Flank Road; on the West by the property of Second Baptist Church and the Fire Station property of the City of Petersburg; and on the North by the Petersburg High School Property and the property now or formerly belonging to Walter A. Edens, Joe E. Edens and Mary E. Chrane.



DEED OF BARGAIN AND SALE

PLAT BOOK 5  
PAGE 155

THIS DEED, dated as of March 22, 1996, between THE CONSERVATION FUND, a Maryland not-for-profit corporation, (the "Grantor"), and the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, (the "Grantee"), recites and provides as follows:

RECITALS

The real estate described hereinafter is being conveyed to the City of Petersburg, and is, therefore, exempt from recordation taxes imposed by Section 58.1-802 of the Code of Virginia, 1950, as amended pursuant to the provisions of subparagraph 2 of paragraph C of Section 58.1-811 of the Code of Virginia, 1950, as amended.

CONVEYANCE

For and in consideration of the conveyance made hereby, the consideration received therefor by the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, subject to the matters described herein, hereby grants and conveys to the Grantee with special warranty of title, the real estate described on Exhibit A attached hereto. .

The Grantor does hereby further quitclaim to the Grantee any and all right, title and interest which the Grantor may have in the real estate as described in Exhibit B attached hereto.

DEED BOOK 551 PAGE 834

This conveyance is made subject to all easements, conditions, restrictions and agreements of record that lawfully apply to the Real Estate or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by a duly authorized officer. 134

THE CONSERVATION FUND

By Richard Edmann

COMMONWEALTH  
STATE OF VIRGINIA, AT LARGE, to-wit:  
COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me in the  
County of Arlington, Virginia, this 22<sup>nd</sup> day of March, 1996, by  
Richard L. Erdman as Vice President of The Conservation  
Fund, a Maryland not-for-profit corporation, on behalf of said  
corporation.

My commission expires: 3/31/98.

[Signature]  
Notary Public

The address of the Grantee is:

The City of Petersburg  
City Hall  
Room 204  
Petersburg, Virginia 23803  
Attn: Michael Packer

DEED BOOK 551 PAGE 836

## EXHIBIT A

Description of the Real Estate

## PARCEL A

All that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, designated as Parcel "A" and shown as containing 294.227 acres on plat of survey entitled "Plat of Property Situated on the Eastern Line of Halifax Road and South of the N. & W. Railroad, Petersburg, Va.", made by Chas. H. Fleet & Assocs., Engineer & Surveyors, dated July 14, 1978, revised March 19, 1979, and in accordance with which plat is more particularly described as follows:

BEGINNING at an iron rod marking the intersection of the Eastern line of the Seaboard Coastline Railroad right of way and the Southern line of the Norfolk and Western Railroad right of way; thence (1) in an Eastwardly direction along the said Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left having a radius of 5899.60' and a length of 747.97' to a point; thence (2) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 3° 50' 14" E. 30.0' to a point; thence (3) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left having a radius of 5869.60' and a length of 700.69' to a point; thence (4) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 3° 00' 09" W. 80.0' to a point; thence (5) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way, which is a curved line to the left, having a radius of 5789.60' and a length of 1706.47' to a point; thence (6) continuing along the Southern line of the Norfolk and Western Railroad right of way in an Eastwardly direction N. 70° 08' 10" E. 127.20' to a point; thence (7) in a Southwardly direction along the Southern line of the Norfolk and Western Railroad right of way S. 19° 51' 50" E. 90.0' to a point; thence (8) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 70° 00' 10" E. 200.0' to a point; thence (9) in a Northwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 19° 51' 50" W. 90.0' to a point; thence (10) in an Eastwardly direction along the Southern line of the Norfolk and Western Railroad right of way N. 70° 08' 10" E. 419.50' to an iron rod; thence (11) in a Southwardly direction S. 17° 35' 50" W. 1558.61' to an old iron rod; thence (12) continuing in a Southwardly direction S. 17° 49' 30" W. 1039.43' to a stone monument; thence (13) in an Eastwardly direction S. 84° 55' 30" E. 378.0' to an iron rod; thence (14) continuing in an Eastwardly direction S. 61° 25' 30" E. 170.0' to an iron rod; thence (15) continuing in an Eastwardly direction S. 86° 55' 30" E. 202.0' to an iron rod; thence (16) continuing in an Eastwardly

direction N. 69° 06' 50" E. 101.08' to an old pipe; thence (17) continuing in an Eastwardly direction N. 89° 04' 30" E. 217.0' to an iron rod; thence (18) continuing in an Eastwardly direction S. 81° 55' 30" E. 508.0' to an iron rod; thence (19) in a Southwardly direction S. 31° 48' 10" W. 114.46' to an old pipe; thence (20) continuing in a Southwardly S. 28° 59' 30" W. 352.30' to an iron rod; thence (21) continuing in a Southwardly direction S. 43° 17' 30" W. 310.70' to a twin gum tree thence (22) continuing in a Southwardly direction S. 43° 41' 30" W. 309.12' to a railroad rail; thence (23) in an Westwardly direction N. 83° 58' W. 1159.03' to a maple tree; thence (24) in a southwardly direction S. 8° 41' 20" W. 663.60' to an oak tree; thence (25) continuing in a Southwardly direction S. 8° 01' W. 398.0 to a stone monument; thence (26) in a Westwardly direction N. 82° 50' 10" W. 572.0' to an oak tree; thence (27) continuing in a Westwardly direction N. 81° 16' 30" W. 1346.71' to an old iron; thence (28) continuing in a Westwardly direction N. 81° 12' 30" W. 221.52' to an iron rod on the Eastern line of Halifax Road (Route No. 604); thence (29) along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 12° 27' 15" W. 617.03' to a point; thence (30) leaving the said Eastern line of Halifax Road (Route No. 604) in an Eastwardly direction N. 89° 32' 45" E. 599.08' to a point; thence (31) in a Northwardly direction N. 2° 38' 25" E. 672.63' to a point; thence (32) in a Westwardly direction N. 89° 31' 14" W. 763.88' to a point; on the Eastern line of Halifax Road (Route No. 604); thence (33) in a Northwardly direction along the said Eastern line of Halifax Road (Route No. 604), which is a curved line to the right having a radius of 2833.23' and a length of 708.71' to an old pipe; thence (34) continuing along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 5° 48' 15" E. 1243.62' to an iron rod; thence (35) continuing in a Northwardly direction along the Eastern line of Halifax Road (Route No. 604), which is a curved line to the left having a radius of 411.72' and a length of 422.01' to an old pipe marking the intersection of the Eastern line of Halifax Road (Route No. 604) and the Eastern line of the Seaboard Coastline Railroad right of way; thence (36) along the said Eastern line of the Seaboard Coastline Railroad right of way in a Northwardly direction N. 00° 13' 45" E. 163.09' to an iron rod, the point of beginning.

LESS AND EXCEPT (i) that portion of Parcel A conveyed to the City of Petersburg, Virginia, a political subdivision of the Commonwealth of Virginia, by Deed of Gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated May 10, 1990, recorded December 21, 1990, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 483, page 148; and (ii) that portion of Parcel A conveyed to the City of Petersburg, a municipal corporation of the Commonwealth of Virginia, by Deed from The Conservation Fund, a Maryland not-for-profit corporation, dated August 25, 1995, recorded September 20,

DEED BOOK 551 PAGE 838

1995, in the aforesaid Clerk's Office, in Deed Book 544, page 555.

**PARCEL B**

ALL that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, designated as Parcel "B" and shown as containing 10.676 acres on plat of survey entitled "Plat of Property Situated on the Eastern line of Halifax Road and South of the N. & W. Railroad, Petersburg, Va.", made by Chas. H. Fleet & Assocs., Engineer & Surveyors, dated July 14, 1978 revised March 19, 1979, a copy of which plat is attached to and recorded with that certain deed from Mary Elizabeth Stewart to General Foods Corporation, dated March 27, 1979, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

BEGINNING at a point on the Eastern line of Halifax Road (Route No. 604) which point is 2537.43' South of an iron rod marking the intersection of the Eastern line of the Seaboard Coastline Railroad right of way and the Southern line of the Norfolk & Western Railroad right of way, thence (1) leaving the said Eastern line of Halifax Road (Route No. 604) in an Eastwardly direction S. 89° 31' 14" E. 763.80' to a point; thence (2) in a Southwardly direction S. 2° 38' 25" W. 672.63' to a point; thence (3) in a Westwardly direction S. 89° 32' 45" W. 599.08' to a point on the Eastern line of Halifax Road (Route No. 604); thence (4) along the said Eastern line of Halifax Road (Route No. 604) in a Northwardly direction N. 12° 27' 15" W. 501.84' to an iron rod; thence (5) in an Eastwardly direction along the Eastern line of Halifax Road (Route No. 604) N. 77° 32' 45" E. 10.0' to an iron rod; thence (6) in a Northwardly direction along the Eastern line of Halifax Road (Route No. 604) which is a curved line to the right having a radius of 2833.23' and a length of 194.15' to a point, the point of beginning.

LESS AND EXCEPT that portion of Parcel B conveyed to the City of Petersburg, Virginia, political subdivision of the Commonwealth of Virginia, by Deed of Gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated May 10, 1990, recorded December 21, 1990, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 483, page 148.

BEING as to both Parcel A and Parcel B portions of the same property conveyed to The Conservation Fund, a Maryland not-for-profit corporation, by deed of gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods Corporation, a Delaware corporation, dated November 13, 1992, recorded November 17, 1992, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 503, page 507.

DEED BOOK 551 PAGE 839

EXHIBIT B

Description of the Real Estate

ALL that certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, containing 202.304 acres as shown on plat of survey dated January 22, 1996, and January 23, 1996, by Harvey L. Parks, Inc., Land Surveyors entitled "Plat of 202.304 Acres Situated on the East side of Halifax Road and South of the Norfolk Southern Railroad, City of Petersburg, Virginia" a copy of which plat is attached hereto as a part hereof, and to which plat reference is made for a more particular description.

BEING portions of the same property conveyed to The Conservation Fund, a Maryland not-for-profit corporation, by deed of gift from Kraft General Foods, Inc., a Delaware corporation, Successor by Merger to General Foods corporation, a Delaware corporation, dated November 13, 1992, recorded November 17, 1992, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 503, page 507.

I hereby certify that the taxes imposed by  
Sec. 58.1-302 of the Code in the amount of  
\$1,000 <sup>00</sup>/<sub>100</sub> have been paid to this office

VIRGINIA: In the Clerk's Office of the Circuit Court of  
the City of Petersburg MARCH 25 1996  
The foregoing instrument was this day lodged in said  
office and, with the certificate \_\_\_\_\_ annexed,  
admitted to record at 12:55 PM  
Teste: Benjamin D. Smith Clerk

RETURNED APRIL 10, 1996 TO:  
HUNTON AND WILLIAMS  
RIVERFRONT PLAZA EAST TOWER  
951 EAST BYRD ST  
RICHMOND, VIRGINIA 23219-4074

# Petersburg, Virginia

Parcel: 031040003

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	Yes
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	436 BYRNE ST Petersburg, VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.148	<b>City Ward:</b>	5
<b>Legal Description:</b>	29.5X219.5	<b>Polling Place:</b>	Tabernacle Baptist Church
<b>Subdivision:</b>	Charlton	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8107
<b>Local Historic District:</b>		<b>Elementary School:</b>	Cool Springs
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/23/2004	\$3,000	2004/3167

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$4,500	\$4,500	\$4,500	\$10,400	\$10,400
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$4,500	\$4,500	\$4,500	\$10,400	\$10,400

## Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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 #: 031040003**

**Date: 5/6/2025**

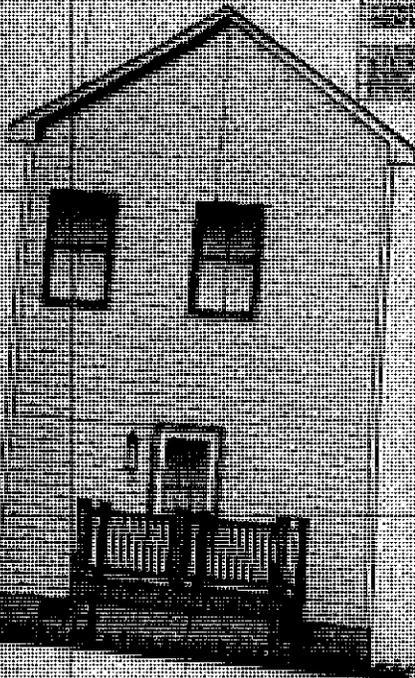
*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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



FRONT ELEVATION

*19' wide x 60' long*

RIGHT



REAR ELEVATION

LEFT



Priscila Acufia <priscilaacunava@gmail.com>

---

**436 Byrne street**

---

Maxwell Gorman <mgorman@petersburg-va.org>  
To: Priscila Acufia <priscilaacunava@gmail.com>

Mon, Apr 28, 2025 at 1:14 PM

From a zoning 436 Byrne street is considered buildable for a single-family dwelling.  
All setbacks must be met, off-street parking must be provided.

Maxwell Gorman  
Zoning Administrator

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

---

From: Priscila Acufia <priscilaacunava@gmail.com>  
Sent: Friday, April 25, 2025 11:36 AM  
To: Maxwell Gorman <mgorman@petersburg-va.org>  
Subject: 436 Byrne street

You don't often get email from priscilaacunava@gmail.com. Learn why this is important

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

---

Hey Mex this is Priscila we spoke a little bit ago. This is the Scaled sketch for city owned property I am trying to purchase.

Thank you  
Priscila Acufia

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.

**Resolution**

**A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street**

**WHEREAS;** On June 18, 2024, the City of Petersburg entered into a development agreement with ACUNA PROPERTIES LLC for the Development of 436 Byrne Street; and

**WHEREAS;** The due diligence period is not to exceed 120 days except by the written consent of the City as approved by Petersburg City Council; and

**WHEREAS;** the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

**NOW THEREFORE BE IT RESOLVED,** that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and ACUNA PROPERTIES LLC for the Development of 436 Byrne Street.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

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

**FROM:** Brian Moore

**RE:** **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA**

**PURPOSE:** Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, Located in Petersburg, VA

**REASON:** To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and SQUARE ACRE PROPERTY for the Development of 201 Virginia Ave, 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 Virginia Ave, located in Petersburg, VA.

N/A

**CITY COUNCIL HEARING DATE:** 7/1/2025

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

**AFFECTED AGENCIES:** City Manager, Economic Development, City Attorney

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

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

**ATTACHMENTS:**

1. Ordinance
2. 201 Virginia Ave -Teman Square Acre Property Packet
3. Square Acre Property Resolution. PDF

**ORDINANCE**

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 201 Virginia Ave.

WHEREAS, the City of Petersburg has received proposals from SQUARE ACRE PROPERTY to purchase the City-owned property at 201 Virginia Ave; and

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

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with SQUARE ACRE PROPERTY toward the sale and development of City-owned property located at 201 Virginia Ave.

DRAFT

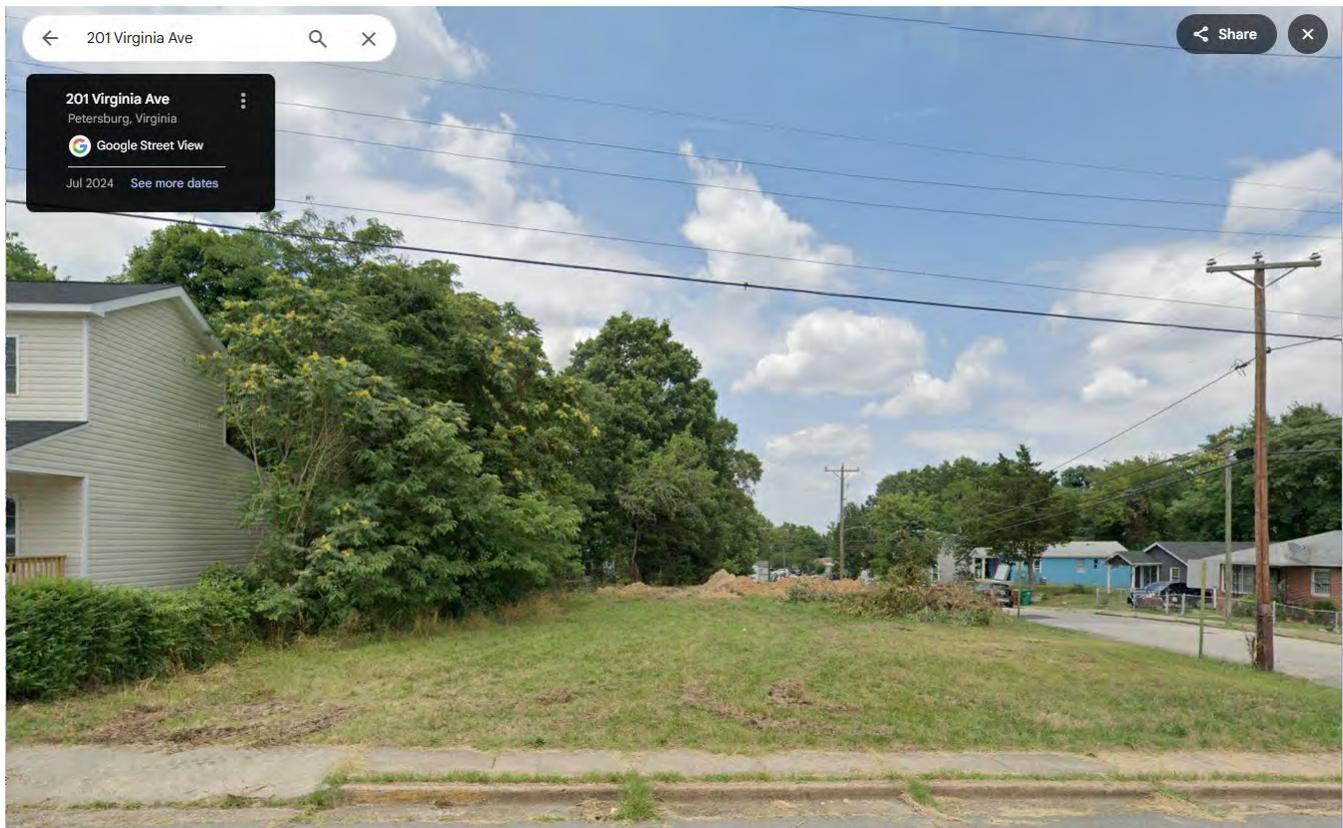
# PROJECT BRIEF

Developer:	Square Acre Property
Project Address:	201 Virginia Avenue
Assessed Value:	\$6700.00
Offer Amount:	\$6700.00
Percentage Offered:	100%

## PROJECT DESCRIPTION:

Developer proposes the construction of a custom built single family home.

## PROPERTY PICTURE (TODAY)



Square Acre Property  
Group, LLC. 9609 Dink  
Ln  
Glen Allen, VA 23060  
804-402-6192

Date: April 14, 2025

City of Petersburg Real Estate Department

Subject: Offer to Purchase Lot at 201 Virginia Ave., Petersburg, VA 23803

To Whom It May Concern,

I am writing to formally express my interest in purchasing the property located at 201 Virginia Ave, Petersburg, VA 23803. As part of this offer, I propose to pay the assessed value of \$6,700 for the property.

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

Thank you for considering my offer. I look forward to working with the City of Petersburg to complete this acquisition. Please feel free to contact me at your convenience via phone at 804-402-6192 or email at [squareacreproperty@gmail.com](mailto:squareacreproperty@gmail.com).

Sincerely,

Teman P. Darville, MM



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:

Square Acre Property Group, LLC

9609 Dink Ln  
Glen Allen, VA 23060

804-402-6192

squareacreproperty@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: Square Acre Property Group, LLC

By: Teman P. Darville, Managing Member

Title: Owner

Date: 04/12/2025

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

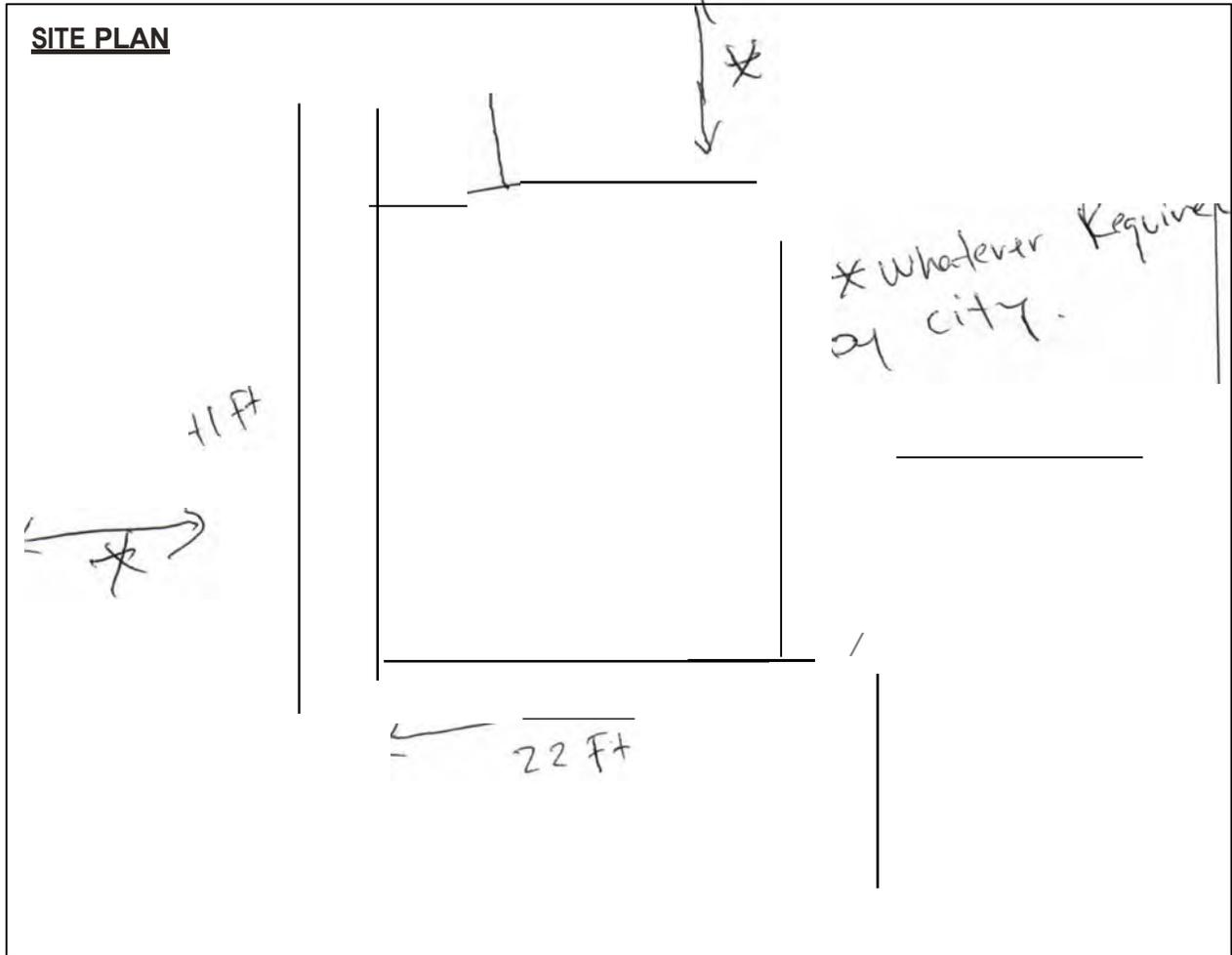
# CITY OF PETERSBURG

PLANNING AND COMMUNITY DEVELOPMENT

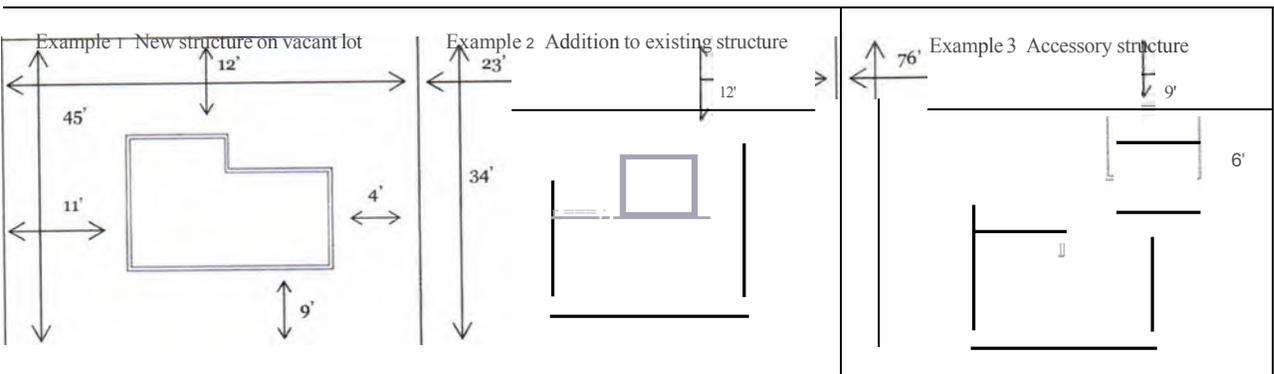
106 W. TABBSTREET, PETERSBURG, VIRGINIA 23803

PHONE (804) 733-2409 FAX (804) 863-2780 TDD (804) 732-8003

-----REAR PROPERTY LINE



-----FRONT PROPERTY LINE



## Business Plan for 201 Virginia Ave, Petersburg, VA 23803

### Executive Summary

Teman P. Darville, an experienced owner and general contractor, specializes in building high-end affordable housing. The project at 201 Virginia Ave 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. Teman P. Darville 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 201 Virginia Ave 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: Teman P. Darville 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 1,600 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 (\$6,700)
- 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. \$270,000-\$299,000)
- 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:

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

## Site Development Plan for 201 Virginia Ave., Petersburg, VA 23803

### Project Overview

- Project Type: New Construction, Single-Family Home
- Home Specifications:
- **Size: 1,600 sq. ft.**
- Bedrooms: 3
- Bathrooms: 2.5
- Features: Porch, Deck

### Development Timeline

- June 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.
- July 2025:
- Begin foundation work (excavation, pouring foundation).
- Start framing and structural construction.
- August - September 2025:
- Complete roofing, exterior finishes, and interior rough-ins (plumbing, electrical, HVAC).
- Begin interior drywall and insulation installation.
- October 2025:
- Finalize interior finishes (flooring, paint, cabinetry, and fixtures).
- Landscaping and driveway installation.
- Conduct final inspections and obtain certificate of occupancy.

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

#### Projected Costs

- Total Estimated Cost: \$170,000

#### Roles and Responsibilities

- Owner and General Contractor is Square Acre Property Group. LLC.
- 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 51 West 27<sup>th</sup> Street Richmond, Va. The house design could differ slightly.

# Petersburg, Virginia

Parcel: 031350014

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg , VA 23803	<b>Enterprise Zone:</b>	
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-2	<b>Va House District:</b>	63
<b>Property Address</b>	201 VIRGINIA AVE Petersburg , VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.087	<b>City Ward:</b>	5
<b>Legal Description:</b>	PT LT 451 THE HEIGHTS BOLLING PLAT 76X50	<b>Polling Place:</b>	Tabernacle Baptist Church
<b>Subdivision:</b>	Delectable Heights	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8107
<b>Local Historic District:</b>		<b>Elementary School:</b>	Cool Springs
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	10/15/1985	\$3,050	554/872

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$6,600	\$6,700	\$6,700	\$6,700	\$6,700
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$6,600	\$6,700	\$6,700	\$6,700	\$6,700

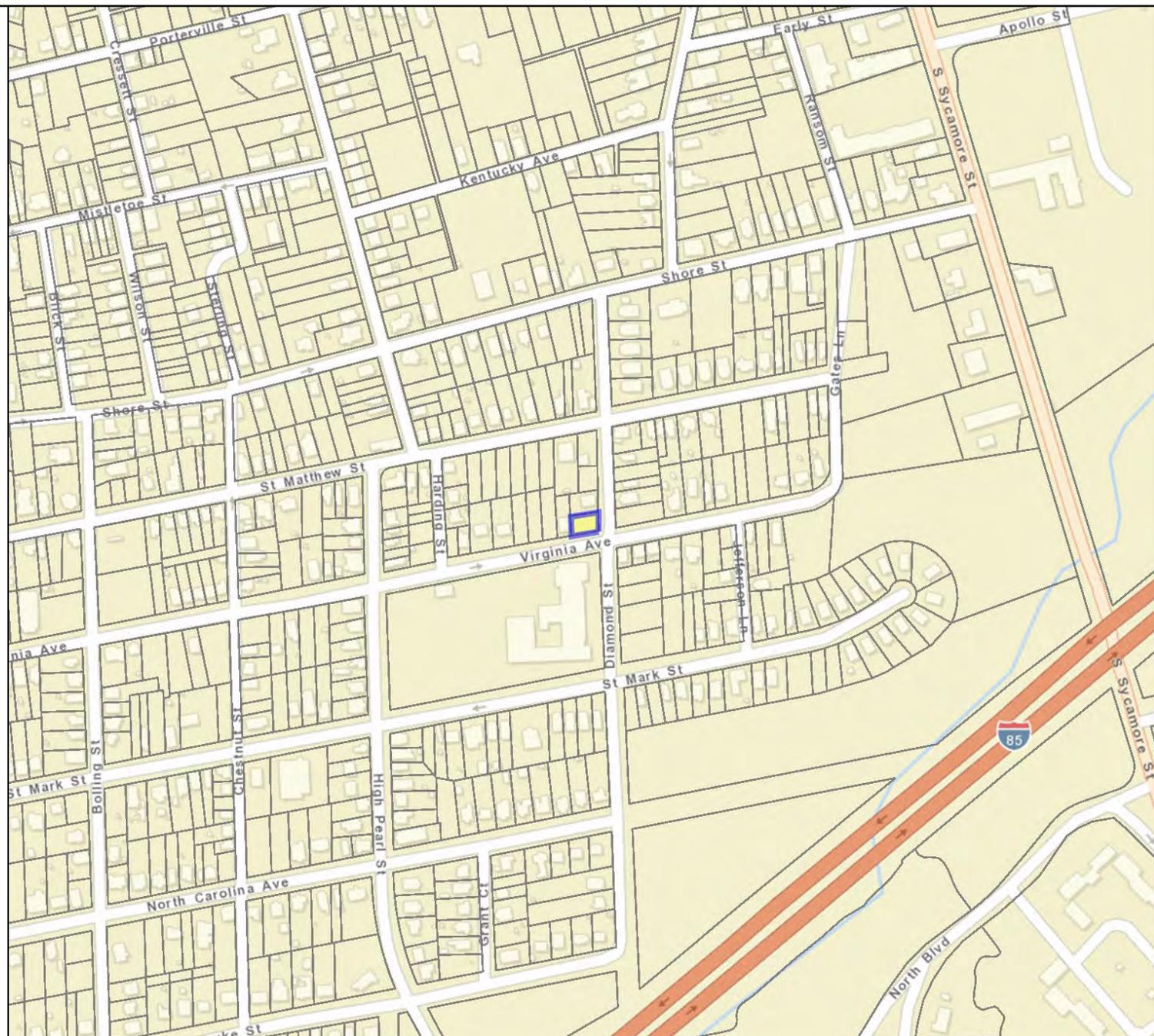
## Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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

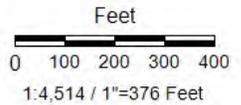
- City Boundary
- Parcels



**Parcel #: 031350014**

**Date: 4/12/2025**

*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.*



## **Resolution**

### **A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Square Acre Property for the Development of 201 Virginia Ave**

**WHEREAS;** On June 18, 2024, the City of Petersburg entered into a development agreement with Square Acre Property for the Development of 201 Virginia Ave; and

**WHEREAS;** The due diligence period is not to exceed 120 days except by the written consent of the City as approved by Petersburg City Council; and

**WHEREAS;** the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City - owned property in accordance with applicable legal requirements.

**NOW THEREFORE BE IT RESOLVED,** that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and Square Acre Property for the Development of 201 Virginia Ave.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

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

**FROM:** Brian Moore

**RE:** **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA**

**PURPOSE:** Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA.

**REASON:** To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and NUWAVE for the Development of 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA.

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

**BACKGROUND:** The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreements related to the sale of city-owned property located at 215 S. Jones Street, 1420 Ferndale Ave, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA.

N/A

**CITY COUNCIL HEARING DATE:** 7/1/2025

**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. NUWAVE Coversheets
2. NUWAVE Ordinance
3. 201 Terrace Street Pur Agreement Pkt
4. 215 S. Jones Street Pur Agreement Pkt
5. 417 S. Jefferson Street Pur Agreement Pkt
6. 851 E. Bank Street Pur Agreement Pkt
7. 921 Priam Street Pur Agreement Pkt
8. 1150 Rome ST Pur Agreement Pkt
9. 1162 Hinton Street Pur Agreement Pkt
10. 1420 Ferndale Pur Agreement Pkt
11. NUWAVE Resolution. PDF

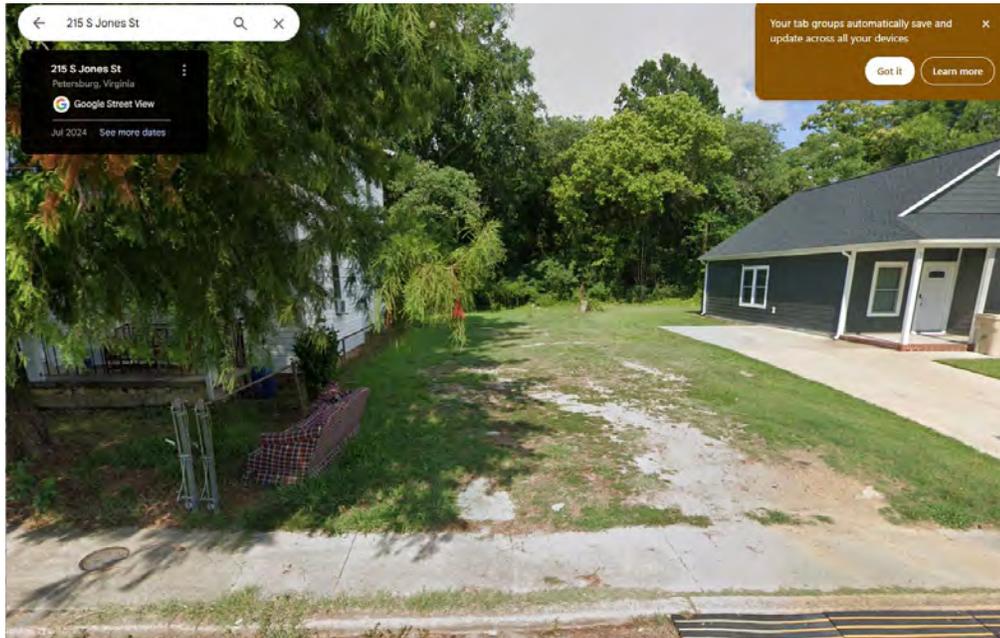
# PROJECT BRIEF

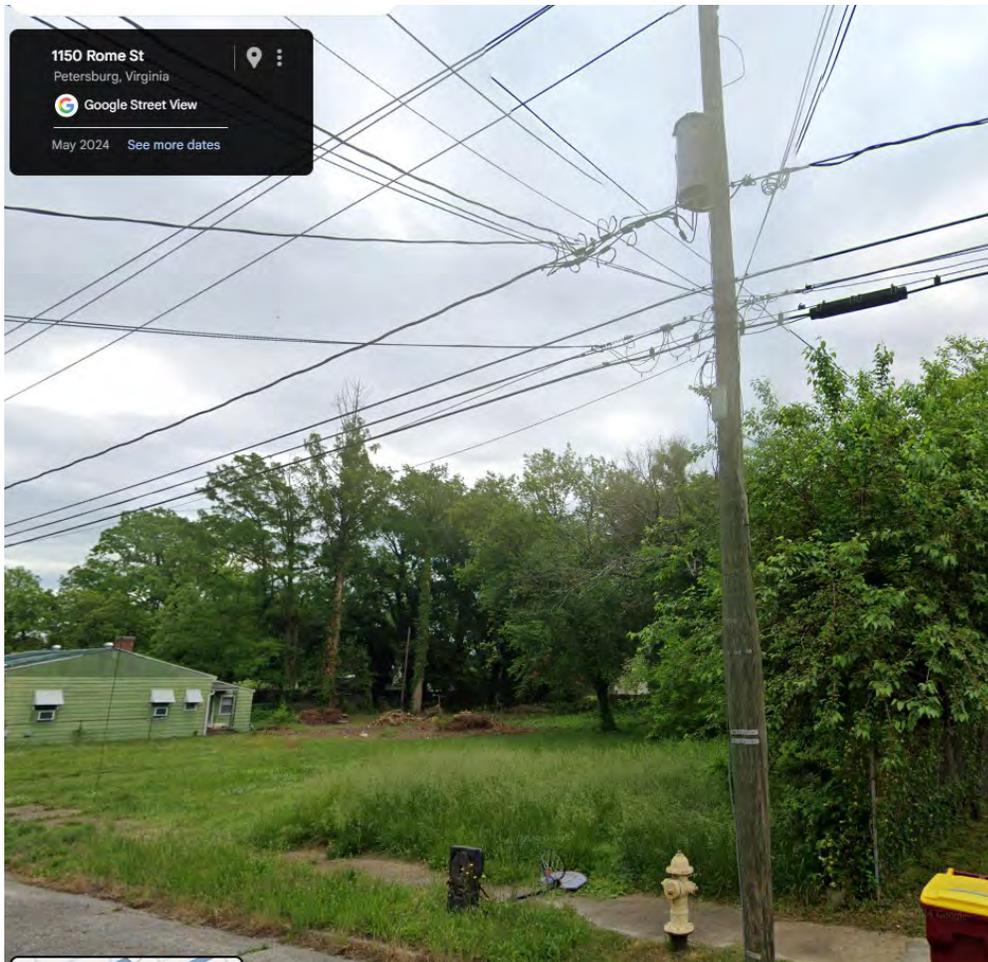
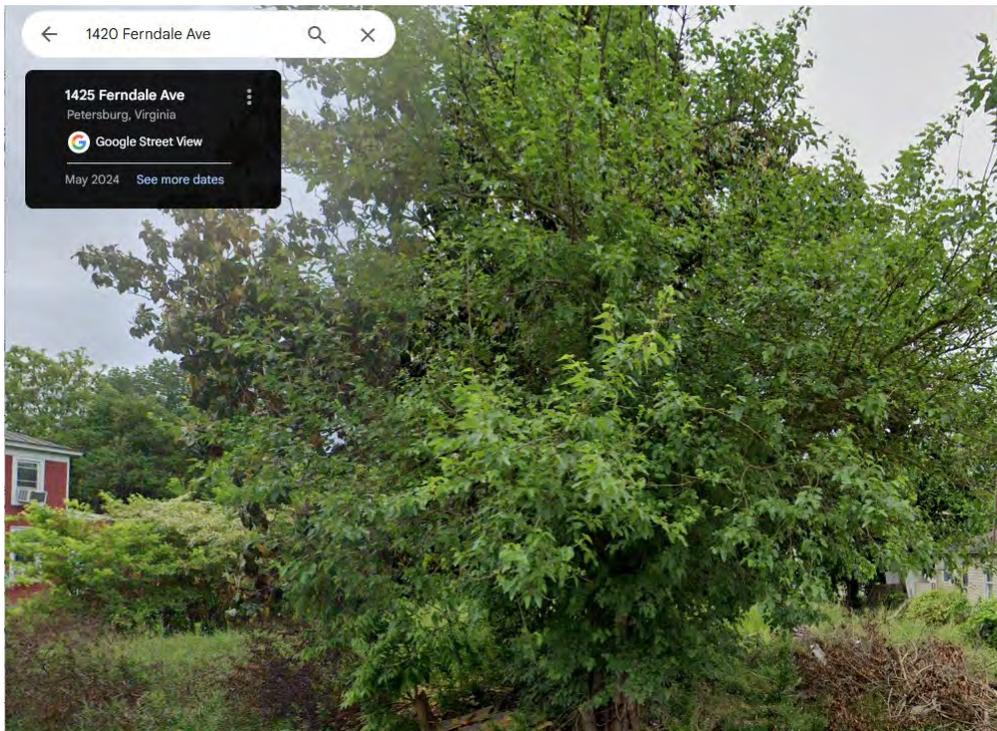
Developer:	Nuwave Development
Project Address:	215 South Jones Street 1420 Ferndale Avenue 1150 Rome Street 1162 Hinton Street 201 Terrace Avenue 417 South Jefferson Street 921 Priam Street 851 East Bank Street
Assessed Value:	\$55,000.00
Offer Amount:	\$55,000.00
Percentage Offered:	100%

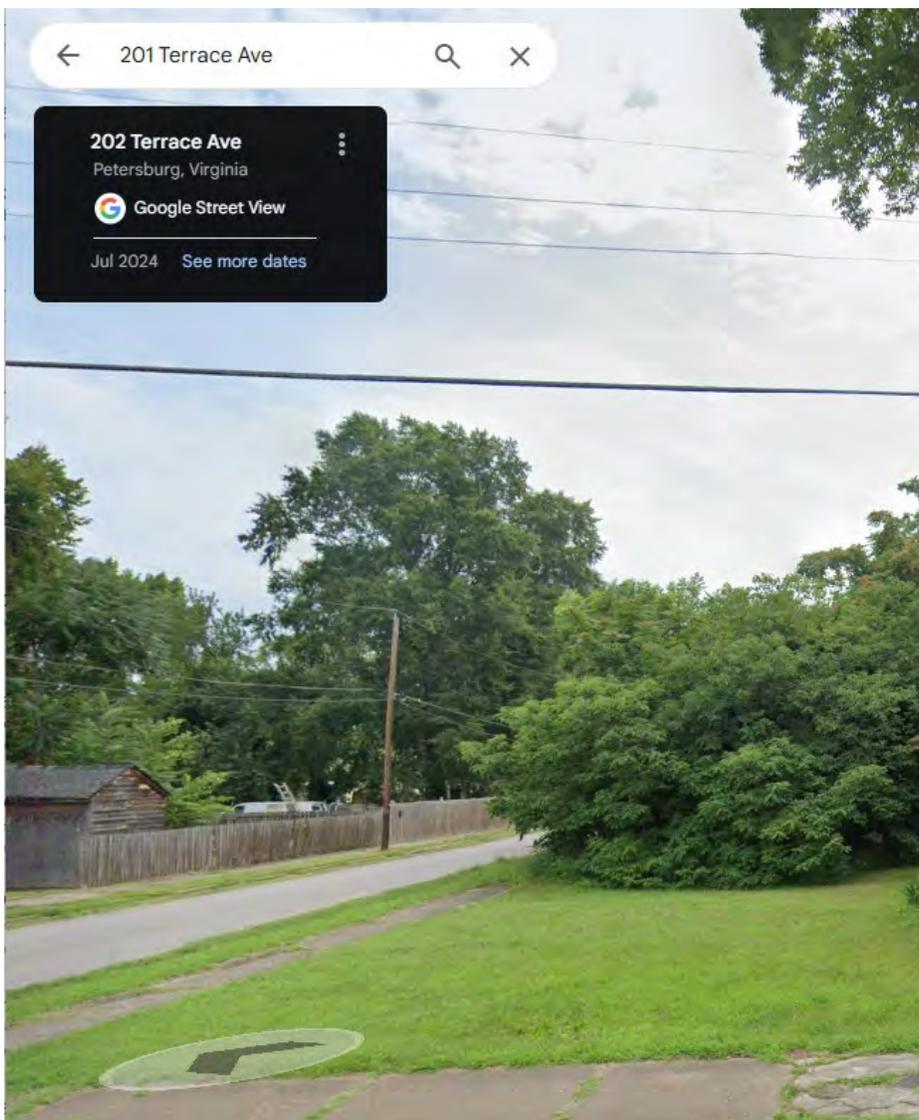
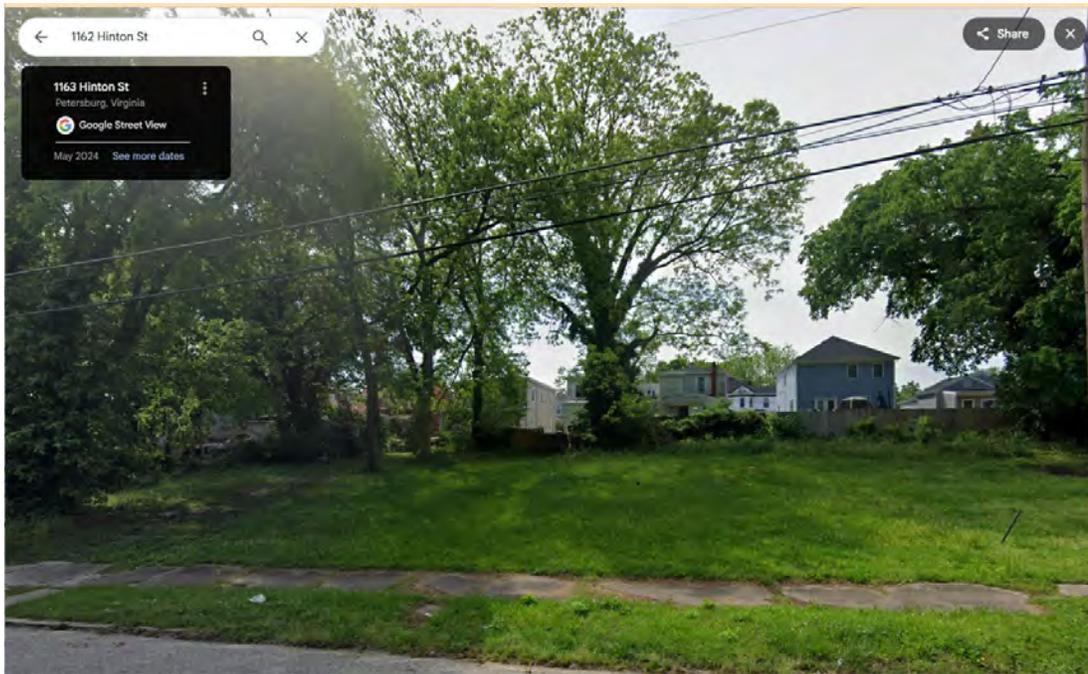
## PROJECT DESCRIPTION:

Developer's proposal is to build single family homes to be sold at market value.

## PROPERTY PICTURE (TODAY)

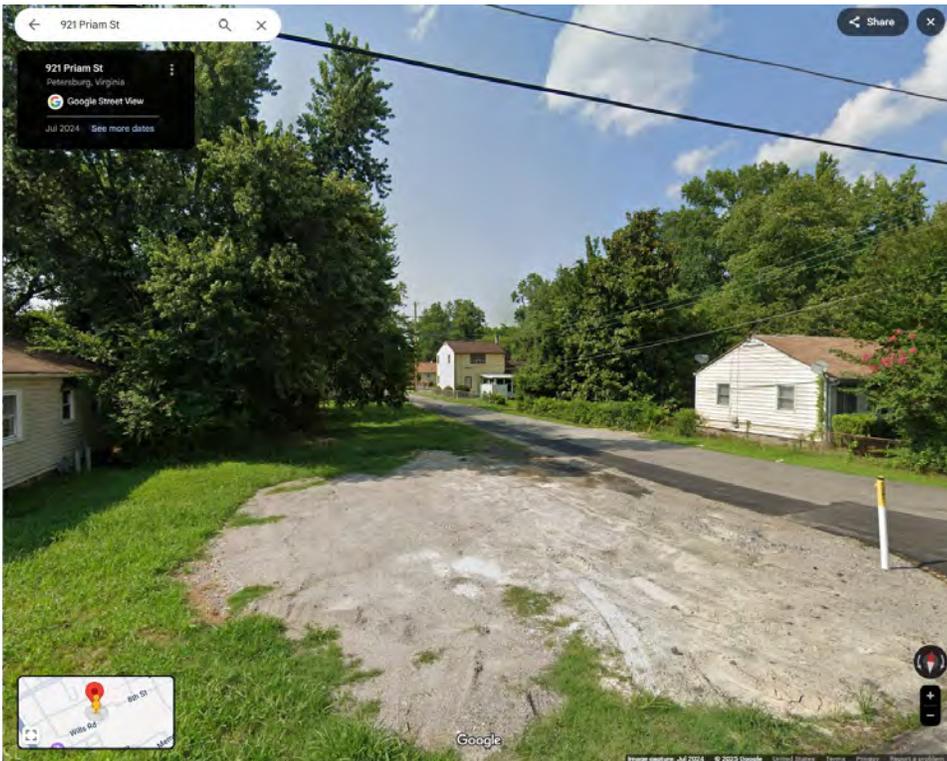








← 417 S Jefferson St 🔍 ✕





## ORDINANCE

This is an Ordinance Authorizing the City Manager to execute Purchase Agreements toward the Sale of a City-owned property at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

WHEREAS, the City of Petersburg has received proposals from NUWAVE to purchase the City-owned property at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave; 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 Purchase Agreements with NUWAVE toward the sale and development of City-owned property located at 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.

DRAFT



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
[buildwithus@contractor.net](mailto:buildwithus@contractor.net)  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$5,400.00

Consideration: \$5,400.00

Tax Map No.: 21240001

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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 Terrace Ave, Tax Map Number: 21240001 and further described as, Parcel 2 at the southeast corner of Terrace Avenue and Cameron Street fronting on Terrace Ave, 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 Four Hundred Dollars \$5,400.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Forty Dollars \$540.00 (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, inquiries 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 TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

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

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, 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 or 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: Nuwave Construction & Development

2025 E Main St. ste 201

Richmond, VA, 23222

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 insure 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 instruments.

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, the 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.

PETERSBURG, VA 23805

BOOK 0599 PAGE 0697

THIS DEED, Made this 17th day of April, 1998, by and between J. Roland PIERCE and Addie S. PIERCE, husband and wife, hereinafter called the Grantors, parties of the first part; and City of PETERSBURG, Virginia, a municipal corporation, hereinafter called the Grantee, party of the second part.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, cash in hand paid, receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the City of Petersburg, a municipal corporation, the following described property, to-wit:

See Attached Schedule "A"

This conveyance is made subject to all recorded easements, conditions, restrictions and reservations affecting said property which may lawfully apply.

WITNESS the following signatures and seals:

J. Roland Pierce (SEAL)  
Addie S. Pierce (SEAL)

Tax exempt pursuant to 58.1-811(3)

STATE OF VIRGINIA AT LARGE,  
City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by J. Roland Pierce and Addie S. Pierce, husband and wife.

My commission expires: 8/31/2001

Notary Public

Grantees Address:  
City Hall  
714 VA 23803

Prepared by Jerry H. Jones

Schedule "A"

PARCEL 1:

ALL that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the south side of Washington Street, on which it fronts 50 feet, and from which it runs back between parallel lines along the east side of Pine Street on its western boundary 130 feet, and being Lot No. 1 on a plat of subdivision of the lands of Ann Smith, deceased, made by F. L. Leavenworth, Surveyor, of recorded in Volume 55, page 94, of the books of the Clerk's Office of the Circuit Court (formerly Hustings Court) of the City of Petersburg, Virginia, and being currently known as 618 West Washington Street.

It being the same property in all respects which was conveyed to J. Roland Pierce and Addie S. Pierce, husband and wife, by deed from Barbara I. Francis, widow, dated October 31, 1985, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 240, page 528.

PARCEL 2:

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, situate and being in the City of Petersburg, Virginia, at the southeast corner of Terrace Avenue and Cameron Street, fronting on Terrace Avenue thirty (30) feet and running back eastwardly by parallel lines 135 feet to other property now or formerly belonging to Dewitt Burnett, the North line of said property being along the South line of Cameron Street, it being a part of Lot No. Forty-eight (48) on the plat of Highland Terrace made by T. R. Dunn, C.E., dated July 25, 1890, and recorded in the Clerk's Office of said City in Deed Book 54, at page 156, the residence on said property being known by the current City street numbers as 201 Terrace Avenue.

It being the same property in all respects which was conveyed to J. Roland Pierce and Addie S. Pierce, husband and wife, by deed from Harold Raymond Francis, Jr. and Kay B. Francis, his wife, dated April 8, 1991, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 486, page 292.

INSTRUMENT #980001422  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON

-2-

APRIL 20, 1998 AT 12:28PM

\$14.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-302 OF THE VA. CODE  
STATE: \$7.00 LOCAL: \$7.00

BENJAMIN O. SCOTT, CLERK

BY: Dawn Boze (DC)

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: **201 Terrace Ave**

Parcel Number: 021240001

Lot Size: .093

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,400.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 201 TERRACE AVE Petersburg VA

Legal Acreage: .093

Legal Description: PT LOT 48 HIGHLANDTERRACE PLAT 30 X 135

Subdivision: Highland Terrace

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: 51730810100

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 4

Polling Place: Union Train Station

Primary Service Area: No Data

Census Tract: 8101

School

Elementary School: Lakemont

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

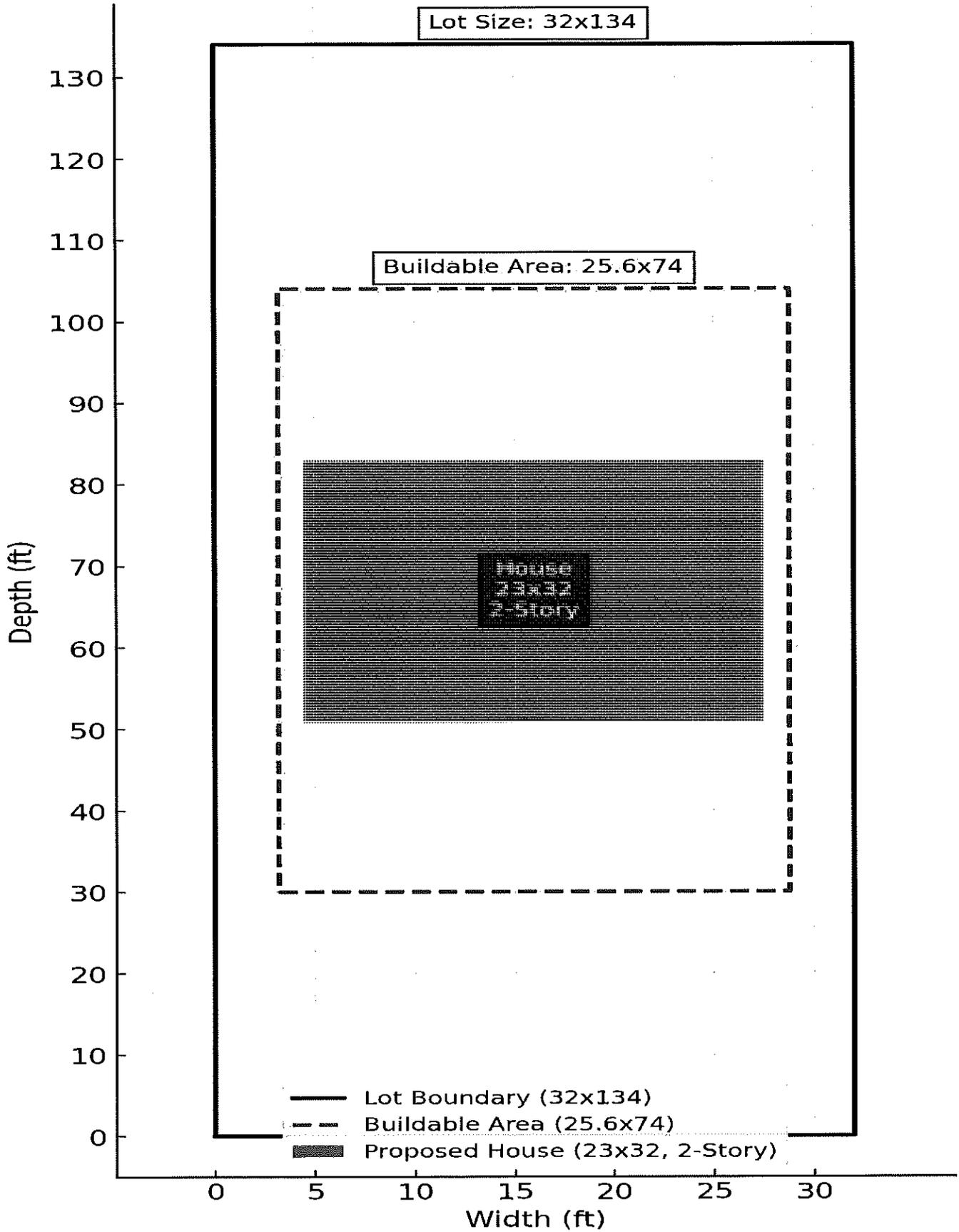
I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer  
Founder  
Nuwave Construction & Development  
[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 201 Terrace Ave

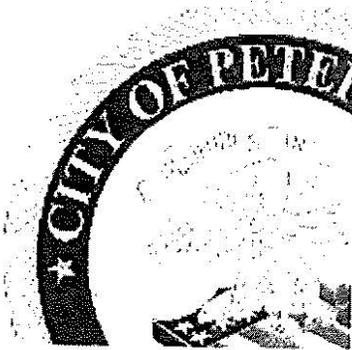


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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

# Petersburg, Virginia

Parcel: 021240001

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	51730810100
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	201 TERRACE AVE Petersburg, VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.093	<b>City Ward:</b>	4
<b>Legal Description:</b>	PT LOT 48 HIGHLANDTERRACE PLAT 30 X 135	<b>Polling Place:</b>	Union Train Station
<b>Subdivision:</b>	Highland Terrace	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8101
<b>Local Historic District:</b>		<b>Elementary School:</b>	Lakemont
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/20/1998	\$13,600	589/697

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$4,900	\$5,400	\$5,400	\$5,400	\$5,400
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$4,900	\$5,400	\$5,400	\$5,400	\$5,400

## Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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.





Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
[buildwithus@contractor.net](mailto:buildwithus@contractor.net)  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$5,900.00

Consideration: \$5,900.00

Tax Map No.: 23280005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 215 S Jones St, Tax Map Number: 23280005 and further described as, situated on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, 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 NineHundred Dollars \$5,900.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Ninety Dollars \$590.00 (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, inquiries 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 TBD– date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

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

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, 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 or 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: Nuwave Construction & Development

2025 E Main St Ste 201

Richmond Va 23223

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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William Zimmer 

Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Pender & Coward,

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: 215 S Jones St

Parcel Number: 023280005

Lot Size: .093

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,900.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 215 JONES ST S Petersburg VA

Legal Acreage: .093  
Legal Description: 30.10X135  
Subdivision: Bishop  
Assessment Neighborhood Name: No Data  
Local Historic District: Folley Castle  
National Historic District: Folley Castle  
Enterprise Zone: Yes  
Opportunity Zone: No Data

VA Senate District: 16  
Va House District: 63  
Congressional District: 4  
City Ward: 5  
Polling Place: Tabernacle Baptist Church

Primary Service Area: No Data  
Census Tract: 8104

School  
Elementary School: Pleasants Lane  
Middle School: Vernon Johns Middle School  
High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

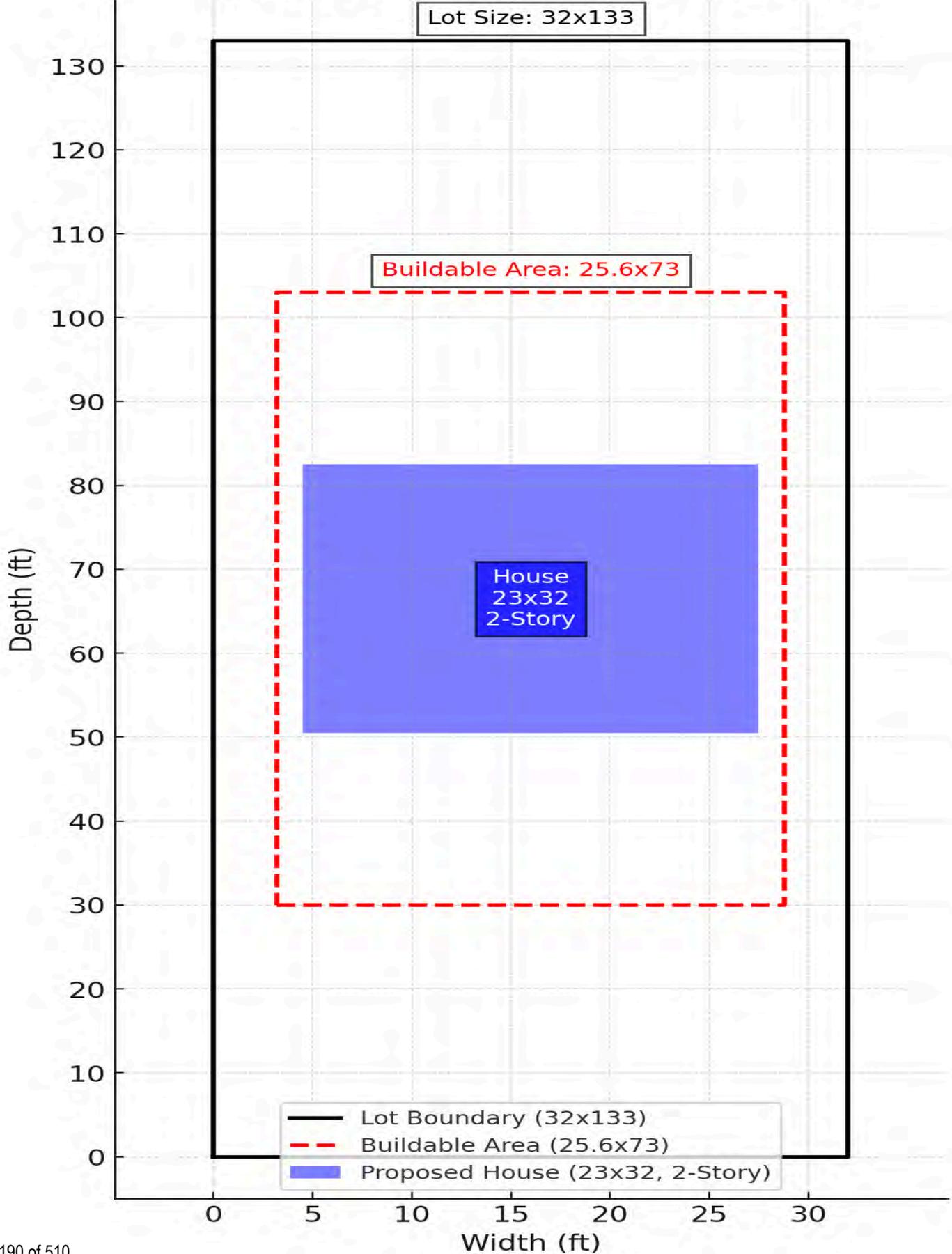
William Zimmer

Founder

Nuwave Construction & Development

[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 215 S Jones St

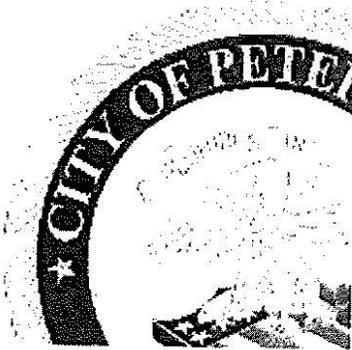


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
buildwithus@contractor.net  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$9,200.00

Consideration: \$9,200.00

Tax Map No.: 22390008

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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:417 S Jefferson St, Tax Map Number: 22390008 and further described as, Parcel NO. 30 of Lot No. 7, on the east side of 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 Nine Thousand Two Hundred Dollars \$9,200.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Nine Hundred Twenty Dollars \$920.00 (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, inquiries 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 TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

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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.

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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 interpleades 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 or 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: Nuwave Construction & Development**

**2025 E Main St. Ste 201**

**Richmond VA, 23223**

**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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

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

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$9,200.00

Consideration: \$ 9,200.00

Tax Map No.: 22390008

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 451 S Jefferson St, Tax Map Number: 22390008 and further described as, Parcel NO. 30 of Lot No. 7, on the east side of 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 Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (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, inquiries 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 TBD. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD 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: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond Va, 23223

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 insure 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 instruments.

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, the 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.

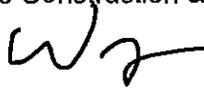
27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer 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: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

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

THIS DEED, made and entered into this 1st day of May, 1991, by and between Richard L. JONES, Special Commissioner in the chancery suit of "Commonwealth of Virginia, City of Petersburg v. A & B Builders etc., et al", Chancery No. 77-1990, party of the first part, and CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia, party of the second part.

WHEREAS, by Decrees entered in the Circuit Court of the City of Petersburg, Virginia, in the above styled cause on March 13, 1991 and March 18, 1991, Richard L. Jones was appointed a Special Commissioner to make sale of the property hereinafter mentioned and described; and

WHEREAS, by Decree entered in said cause on the 1st day of May, 1991, the sale of the said property to CITY OF PETERSBURG or its assigns, was confirmed by the Court and the said Richard L. Jones was directed by said Decree to deliver as Special Commissioner a good and sufficient deed, with SPECIAL WARRANTY, conveying to the said CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth of Virginia, or to such person as it may in writing direct, the tract of land hereinafter mentioned, all of which has been done in strict pursuance of the terms of said Decree.

NOW, THEREFORE WITNESSETH: That, for and in consideration of the premises and in further consideration of the sum of FOUR THOUSAND, TWO HUNDRED DOLLARS (\$4,200.00), the said Richard L. Jones, Special Commissioner

RICHARD L. JONES  
ATTORNEY AT LAW  
31 S. Jefferson Street  
Petersburg, Virginia  
804/861-8801

187 241

as aforesaid, doth hereby grant and convey, unto the  
said CITY OF PETERSBURG, A Municipal Corporation of the Commonwealth  
of Virginia the following described property, to wit:

SEE SCHEDULE "A" HERETO ATTACHED

Purchaser to pay taxes on the above described property  
from January 1, 1991. Said Decree of May 1, 1991, having transferred  
all taxes and other liens prior to January 1, 1991 to the proceeds of sale.

This deed is executed on behalf of unknown heirs  
of Joseph I. Richardson  
and all parties bound by said suit.

WITNESS the following signature and seal:

Richard L. Jones (SEAL)  
Richard L. Jones, Special Commissioner

STATE OF VIRGINIA

CITY OF PETERSBURG, to wit:

The foregoing instrument was acknowledged before me  
this 1st day of May, 1991, by Richard L. Jones, Special Commissioner.

My commission expires: June 8, 1994.

Brenda D. Muraw  
Notary Public

Address of grantee:

City Hall

Petersburg, VA 23803

RICHARD L. JONES  
ATTORNEY AT LAW  
31 S. Jefferson Street  
Petersburg, Virginia  
804/861-8801

487 : 242

PARCEL NO. 30: JOSEPH I. RICHARDSON ESTATE, MAP NO. 022-39-008  
(417 S. JEFFERSON STREET)

SCHEDULE "A":

DESCRIPTION:

All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the east side of Jefferson Street, in the City of Petersburg, Virginia, fronting on said Jefferson Street 50 feet, and running back eastwardly between parallel lines 175 feet to the property of Corinna Russell Williams, which property was formerly a part of the lot hereby conveyed, said lot being known as a part of Lot No. 7, on the east side of Jefferson Street on the Bolling Plat of that part of the City of Petersburg, Virginia; it being the same property which was conveyed to Joseph I. Richardson, by deed from Clara C. Gilliam and Robert B. Gilliam, her husband, dated August 8, 1931, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 123, page 178.

I hereby certify that the taxes imposed by  
Sec. 88.1-602 of the Code in the amount of  
\$4.50 have been paid to this office.

VIRGINIA: In the Clerk's Office of the Circuit Court of the  
City of Petersburg, the 15TH day of MAY, A.D. 1991

The foregoing Instrument was this day lodged in said  
office and, with the certificate annexed, admitted to record  
at 1:25 o'clock P.M.

Teste:  
Albert A. Dawson Jr.

JUNE 7, 1991 RETURNED TO: BARBARA MOORE  
CLERK OF COUNCIL  
CITY HALL

RICHARD L. JONES  
ATTORNEY AT LAW  
31 S. Jefferson Street  
Petersburg, Virginia  
804/861-8801

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: **417 S Jefferson St**

Parcel Number: 022390008

Lot Size: .172

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$9,200.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 417 JEFFERSON ST S Petersburg VA

Legal Acreage: .172

Legal Description: 50 X 150

Subdivision: Bolling (Central Park)

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: Yes

Opportunity Zone: 51730811300

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 4

Polling Place: Union Train Station

Primary Service Area: No Data

Census Tract: 8108

School

Elementary School: Cool Springs

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

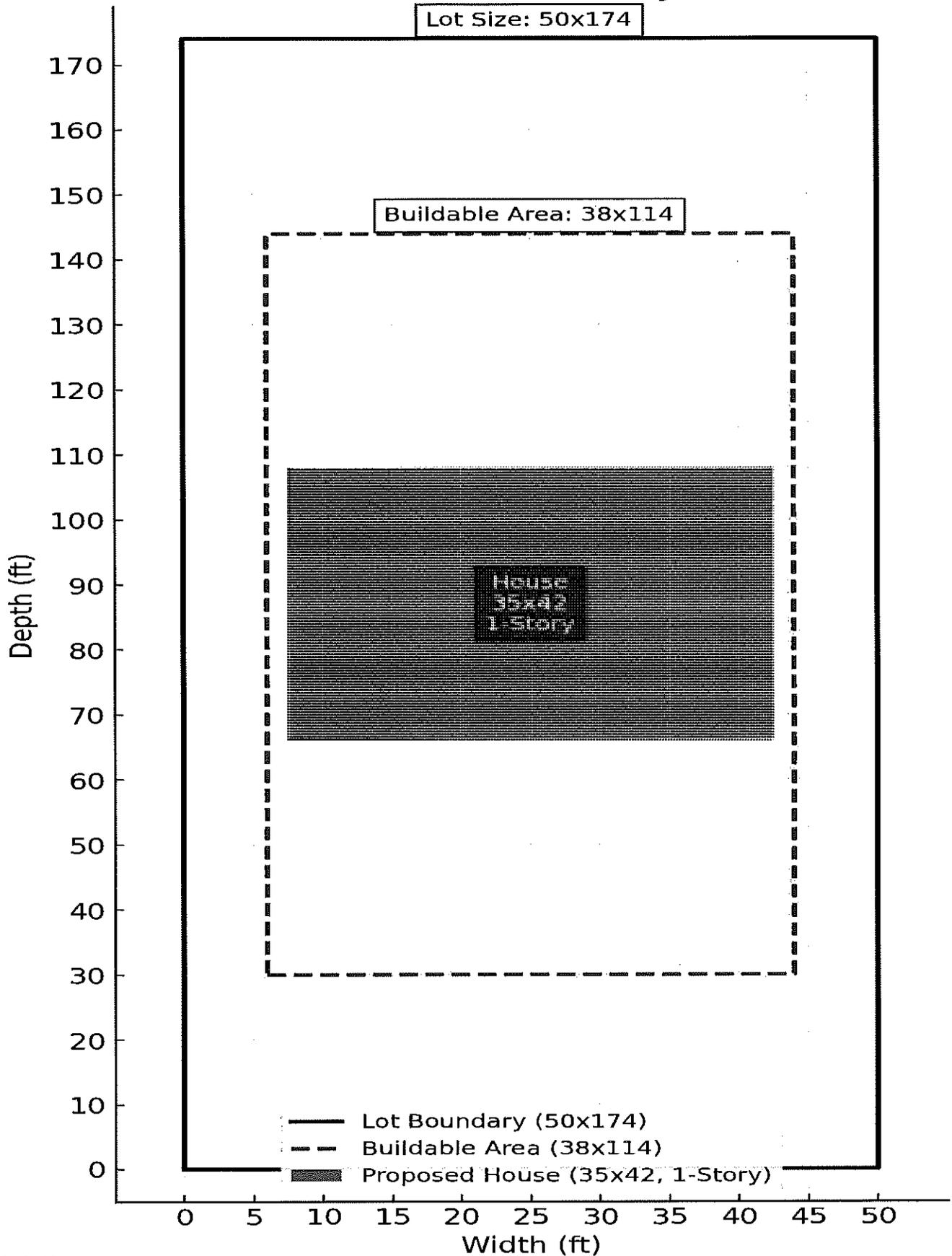
I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer  
Founder  
Nuwave Construction & Development  
[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 417 S Jefferson St



# Petersburg, Virginia

Parcel: 022390008

**Summary**

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	Yes
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	51730811300
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	417 JEFFERSON ST Petersburg, VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.172	<b>City Ward:</b>	4
<b>Legal Description:</b>	50 X 150	<b>Polling Place:</b>	Union Train Station
<b>Subdivision:</b>	Bolling (Central Park)	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8108
<b>Local Historic District:</b>		<b>Elementary School:</b>	Cool Springs
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

**Improvements**

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

**Ownership History**

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/15/1991	\$4,200	487/240

**Assessments**

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200

**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

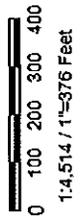
-  City Boundary
-  Parcels



Parcel #: 022390008

Date: 4/10/2025

Feet



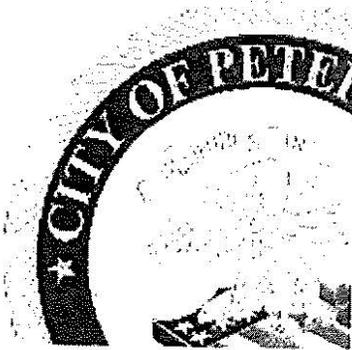
*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
[buildwithus@contractor.net](mailto:buildwithus@contractor.net)  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$5,500.00

Consideration: \$5,500.00

Tax Map No.: 12070018

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7th 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, Nuwave Construction & Development, 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: 851 E Bank St, Tax Map Number: 12070018 and further described as the western half of Lot Ten (10) on the north side of East Bank 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 Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (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, inquiries 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 TBD. Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD 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 or 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: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

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 insure 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 instruments.

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, the 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.

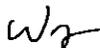
27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer 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: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Pender & Coward,

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

This Document Prepared By:  
 Montgomery & Simpson, LLP  
 2116 Dabney Road, Suite A-1  
 Richmond, Virginia 23230  
 Tax Parcel ID: ~~012-07-0018~~ 012070018  
 Consideration: \$22,000.00

THIS SPECIAL COMMISSIONER'S DEED, made this 2 day of March, 2007, by and between John W. MONTGOMERY, Special Commissioner, executing this deed on behalf of Carl A. RIDLEY, the heirs of Arthur MOOREFIELD, Parcel M. BATTLE, Janice Ridley HARKINS, Francine I. ROBINSON and Linwood C. RIDLEY (the "Grantors" for indexing purposes), and The CITY OF PETERSBURG, (the "Grantee").

WITNESSETH:

That, whereas, on the 17<sup>th</sup> day of January, 2007, the Circuit Court of the City of Petersburg decreed and ordered in the cause entitled City of Petersburg v. Carl A. Ridley, et al, Case No. CL06-469, that John W. Montgomery, Jr., appointed Special Commissioner, for and on behalf of all parties to this suit and others bound thereby to prepare, execute and deliver a deed conveying with Special Warranty of Title the real property described herein to the City of Petersburg, a Municipal Corporation of the Commonwealth of Virginia, the Grantee.

NOW, THEREFORE, in consideration of the premises and of the sum of \$22,000.00, paid by the Grantee to the City of Petersburg, to the credit of the court in this cause, in accordance with the terms of the court's order of this day, John W. Montgomery, Jr., Special Commissioner, in order to carry into effect the said sale in execution of the directions of the Court, the Grantor, the Special Commissioner, does hereby grant and convey with Special Warranty of Title unto the Grantee, the real

property situated in the City of Petersburg, Virginia described in Schedule "A" attached hereto and made a part hereof.

This conveyance is made subject to easements, conditions, agreements and restrictions of record to the extent that they may lawfully apply.

This conveyance, executed pursuant to Section 58.1-3965 et seq. Of the Code of Virginia, is made on behalf of all parties to this suit, and others bound thereby.

WITNESSS the following signature and seal:

John W. Montgomery, Jr.  
Special Commissioner

STATE OF VIRGINIA, at-Large

County of Henrico, to-wit:

I, Cappie L. Takacs, a Notary Public for the Commonwealth of Virginia, at-Large, whose commission expires on 2/29/08, do certify that John W. Montgomery, Jr., Special Commissioner, whose name is signed to the writing above, bearing date of 2<sup>nd</sup> day of March, 2007, has this day acknowledged the same before me in my City aforesaid.

Given under my hand this 2 day of March, 2007.

Cappie L. Takacs  
Notary Public



I hereby acknowledge that I have inspected the foregoing Special Commissioner's Decd and certify to the approval and acceptance of the conveyances of the real estate as stated herein.

B. David Canada  
B. David Canada  
City of Petersburg City Manager

STATE OF VIRGINIA, at-Large

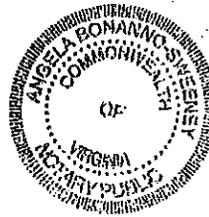
CITY OF PETERSBURG, to-wit:

I, ANGELA BONANNO-SWEENEY, a Notary Public for the Commonwealth of Virginia, at-

Large, whose commission expires on 10-31-09 do certify that B. David Canada, City of Petersburg City Manager, whose name is signed to the writing above, has this day acknowledged the same before me in my City aforesaid.

Given under my hand this 9th day of March, 2007.

Grantee's Address:  
103 West Tabb Street  
Petersburg, Virginia 23803



SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, being the western half of Lot Ten (10) on the north side of East Bank Street (formerly known as Nelson Street and Lombardy Street) in that part of the City of Petersburg, Virginia, known as Blanford, fronting on said East Bank Street Twenty-five (25) feet, and running back northwardly One Hundred Eight (108) feet, Ten (10) inches, to the line of Emory's lot, now or formerly, together with the buildings on said lot. The aforesaid property is known and designated by current street No. 851 East Bank Street and is the same in all respects.

It being the same real estate conveyed to Moses Z. Moorefield from Churchill Gibson Dunn by deed dated October 20, 1944, recorded October 24, 1944 in the Hustling Court of the City of Petersburg, Virginia in Deed Book 150, at Page 398.

INSTRUMENT #070001513  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON  
MARCH 14, 2007 AT 12:40PM  
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: 851 E Bank St, Petersburg, VA, 23803

Parcel Number: 012070018

Lot Size: .06

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,500.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 851 BANK ST E Petersburg VA

Legal Acreage: .06  
Legal Description: 24 X 108  
Subdivision: Old Blandford  
Assessment Neighborhood Name: No Data  
Local Historic District: No Data  
National Historic District: No Data  
Enterprise Zone: No Data  
Opportunity Zone: 51730810100

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 4

Polling Place: Blandford Academy

Primary Service Area: No Data

Census Tract: 8101

School

Elementary School: Lakemont

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer  
Founder  
Nuwave Construction & Development  
[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Petersburg, Virginia

Parcel: 012070018

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	851 BANK ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.06	City Ward:	4
Legal Description:	24 X 108	Polling Place:	Blandford Academy
Subdivision:	Old Blandford	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		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

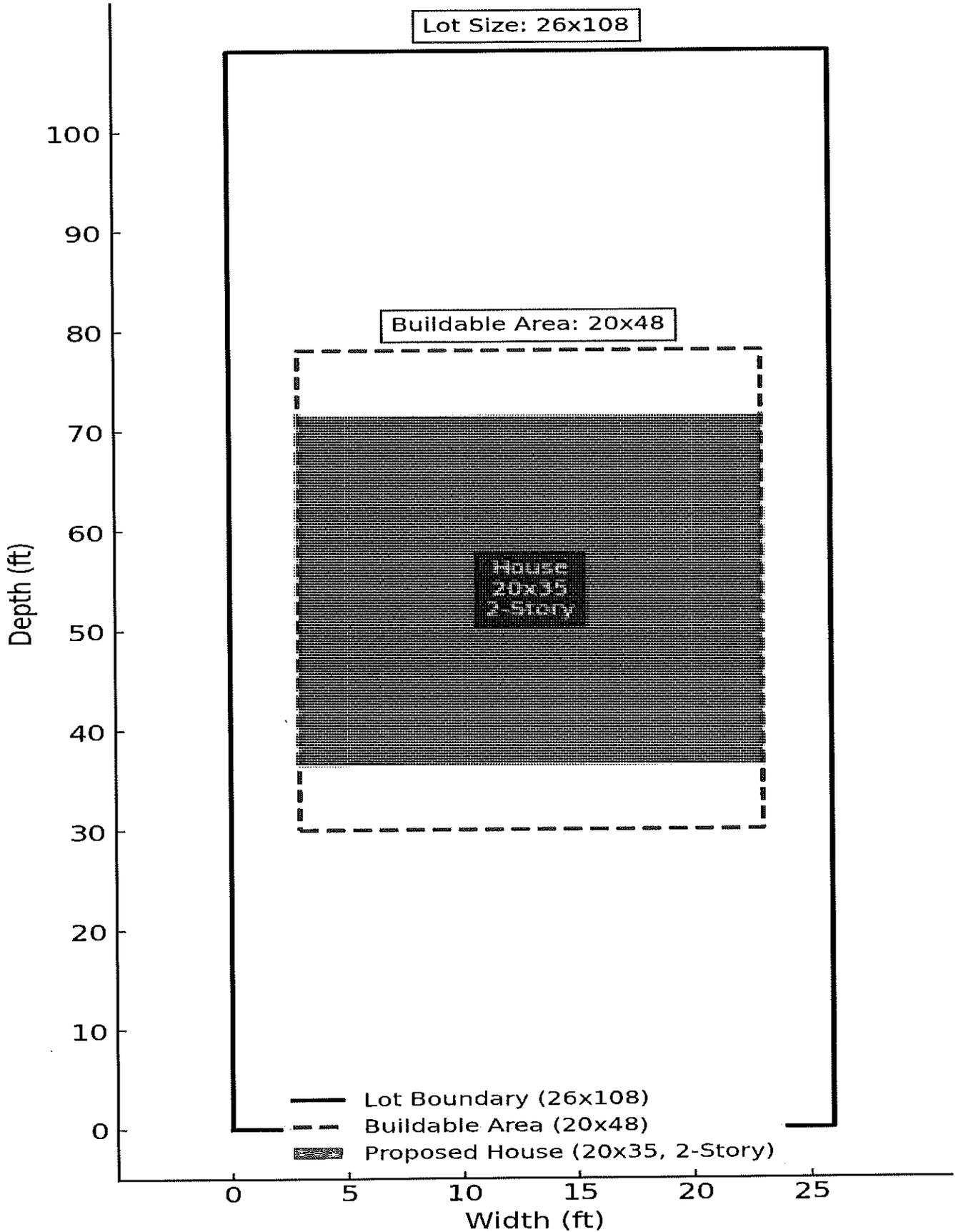
Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	3/14/2007	\$22,000	2007/1513

## 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	\$5,400	\$5,500	\$5,500	\$5,500	\$5,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,400	\$5,500	\$5,500	\$5,500	\$5,500

## Property Tax (Coming Soon)

# Final Structure for 851 E Bank St

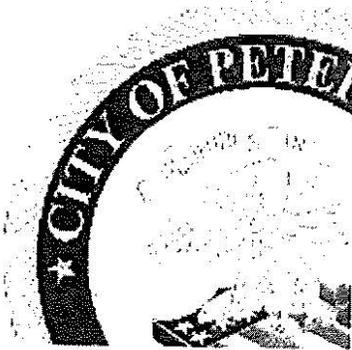


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
buildwithus@contractor.net  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$9,100.00

Consideration: \$9,100.00

Tax Map No.: 13190007

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 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, Nuwave Construction & Development, 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: 921 Priam St, Tax Map Number: 13190007 and further described as, Lots Nos. 17 and 18, in Block "H", in section Coxendale, as indicated in the recorded deed for the property (Attachment A) [attach current deed and mark "A"] which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property"). Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the following terms and provisions of this Agreement:

1. Sale and Purchase: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. Purchase Price: The purchase price for the Property is Nine Thousand One Hundred Dollars \$9,100.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Nine Hundred Ten Dollars \$910.00 (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, inquiries 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 TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph

5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.
- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

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

**9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the**

Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

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

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleades 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: Nuwave Construction & Development**

2025 E Main St. Ste 201

Richmond Va, 23223

**COPY TO: The City of Petersburg**

Anthony C. Williams, City Attorney

135 N. Union Street

Petersburg, VA 23803

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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William, Zimmer 

Title: Co-Owner

Date: April 7 2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Pender & Coward ,

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ 9,100.00

Consideration: \$ 9,100.00

Tax Map No.: 13190007

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 921 Priam St, Tax Map Number: 13190007 and further described as, Lots Nos. 17 and 18, in Block "H", in section Coxendale, 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 Nine Thousand One Hundred Dollars, \$9,100.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Nine Hundred Ten Dollars \$910.00 (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, inquiries 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 TBD. Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made, TBD 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 or 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: Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond Va, 23223

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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William, Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Pender & Coward ,

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

0925

INST# 01-004560

Tax Map #013-190007  
921 Priam Street

NO TITLE SEARCH WAS DONE ON THIS PROPERTY NOR WAS ONE REQUESTED TO BE  
DONE BY THE PARTIES HERETO FOR THE PROPERTY HEREIN CONVEYED NOR WAS THERE  
ANY PRORATION OF TAXES.

THIS DEED, made this 12th day of September, 2001, by and between LOUIS  
GRANGER ANDREWS, JR, by T.O. RAINEY, III, SPECIAL COMMISSIONER,  
hereinafter call the Grantor, party of the first part and the City of Petersburg, a municipal  
corporation, hereinafter called the grantee, party of the second part.

WHEREAS this deed is tax exempt, pursuant to Code of Virginia, §58.1-811A(3).

WHEREAS, Louis Granger Andrews, Jr., is a party defendant in that certain suit filed  
in the Circuit Court of the City of Petersburg, Virginia, styled, "Commonwealth of Virginia,  
City of Petersburg, a Municipal Corporation v. PARCEL B00-1; 921 Priam Street; Tax Map  
#013-190007; Louis Granger Andrews, Jr., Owner, et als", Chancery No. 01-127-00; and

WHEREAS, the said suit was filed pursuant to Code of Virginia, §58.1-3970, to  
convey the below described real estate unto the City of Petersburg for failure to pay real  
estate taxes and assessments; and

WHEREAS, Louis Granger Andrews, Jr., failed to file responsive pleadings after  
proper notice; and

WHEREAS, Louis Granger Andrews, Jr. is the owner of the below described real  
estate which has an assessed value of \$3,800.00 and in which these are unpaid taxes of  
\$7,371.91; and

WHEREAS, the Circuit Court of the City of Petersburg, Virginia, on September 4,  
2001 found the said Louis Granger Andrews, Jr. in default for failing to file responsive  
pleadings and appointed T.O. Rainey, III, a Special Commissioner to execute a deed

HILL, RAINEY  
&  
ELIADES  
ATTORNEYS AT LAW  
3601 BOULEVARD  
SUITE B  
COLONIAL HEIGHTS, VA  
23834

conveying the below described real estate to the City of Petersburg, Virginia, pursuant to the Virginia Code §58.1-3920.1.

WITNESSETH: That for and in consideration of the sum of ten dollars and other valuable consideration, cash in hand paid the receipt whereof is hereby acknowledged at and before the signing, sealing and delivery of these present, the said Grantor does hereby grant, bargain, sell and convey, with SPECIAL WARRANTY unto the Grantee, the City of Petersburg the following property, to wit:

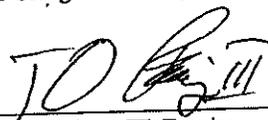
ALL those certain lots or parcels of land, lying, being and situate in the City of Petersburg, Virginia (formerly Rives Magisterial District, Prince George County, Virginia), and known, numbered and designated as Lots Nos. 17 and 18, in Block "H", in Section Coxendale, as shown on a plat of East Petersburg made for the East Petersburg Development Corporation by C.R. Bishop, C.E., dated October, 1920, recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, in Plat Book 3, at page 156, and known by the city street number 921-923 Priam Street.

BEING the same property conveyed to Louis Granger Andrews, Jr. by deed dated March 22, 1987 from Marcus O. Minton, Sole Acting Trustee and recorded March 23, 1987 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 395 at page 235.

Grantee Address: City Hall  
Petersburg, VA 23803

WITNESS the following signature and seal:

Louis Granger Andrews, Jr.

By:  (SEAL)  
T.O. Rainey, III, Esquire  
Special Commissioner

HILL, RAINEY  
&  
ELIADES  
ATTORNEYS AT LAW  
3601 BOULEVARD  
SUITE B  
COLONIAL HEIGHTS, VA  
23834

927

STATE OF VIRGINIA  
CITY OF PETERSBURG, to-wit:

The foregoing document was acknowledged before me by T.O. Rainey, III, this 7<sup>th</sup>  
day of November 2001.

*Linda K. Michael*  
Notary Public

My commissioner expires: 6/30/04

HILL, RAINEY  
&  
ELJADES  
ATTORNEYS AT LAW  
3601 BOULEVARD  
SUITE B  
COLONIAL HEIGHTS, VA  
23834

INSTRUMENT #010004560  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON  
NOVEMBER 28, 2001 AT 01:24PM  
BENJAMIN O. SCOTT, CLERK

BY: *[Signature]* (DC)  
3

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: 921 Priam St, Petersburg, VA, 23803

Parcel Number: 013190007

Lot Size: .126

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$9,100.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 921 PRIAM ST Petersburg VA

Legal Acreage: .126

Legal Description: LTS 17-18 BK HCOXENDALE PLAT

Subdivision: Coxendale

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: 51730810100

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 1

Polling Place: Blandford Academy

Primary Service Area: No Data

Census Tract: 8101

School

Elementary School: Lakemont

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer

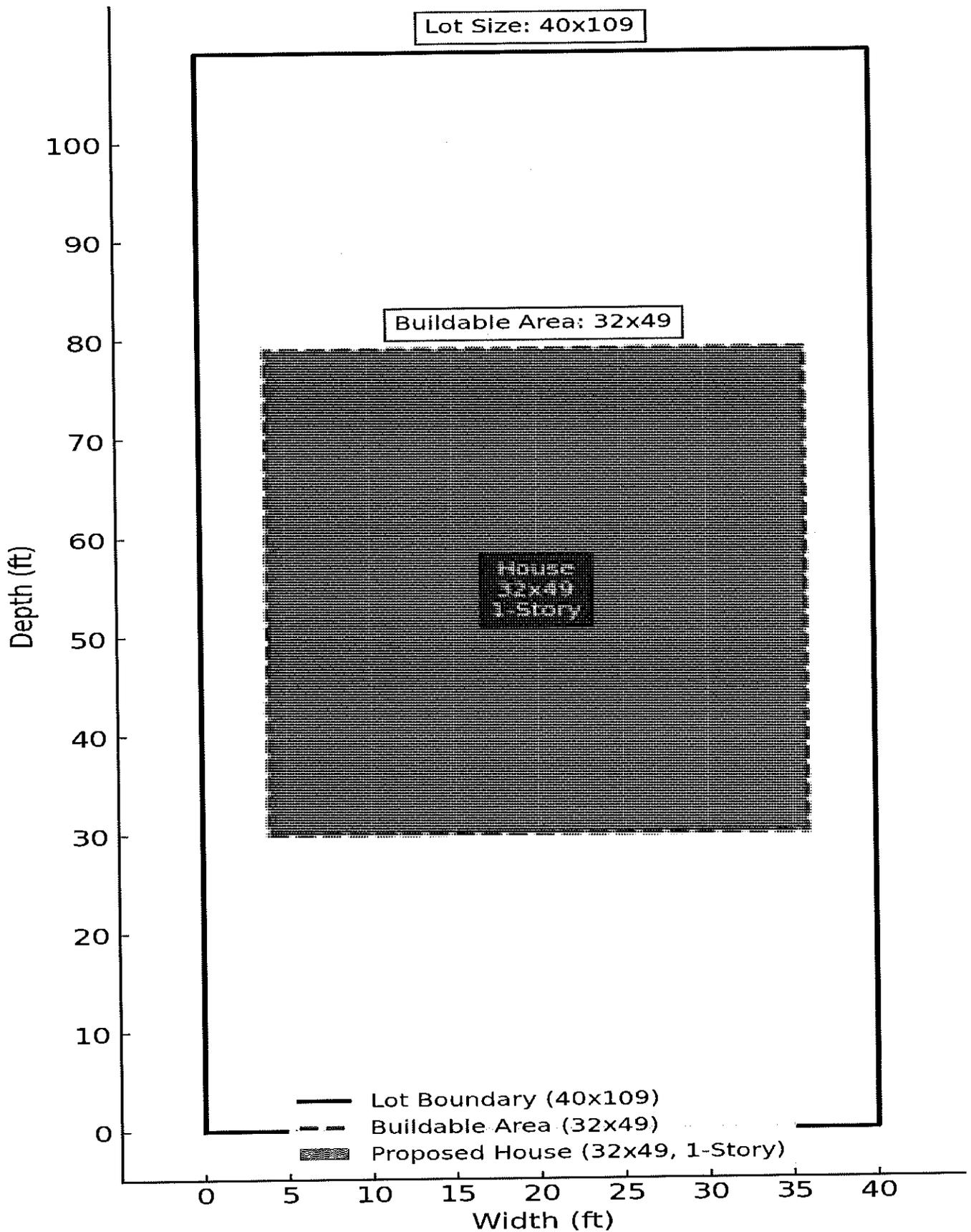
Founder

Nuwave Construction & Development

[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 921 Priam St

Lot Size: 40x109



# Petersburg, Virginia

Parcel:

013190007

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	51730810100
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	921 PRIAM ST Petersburg, VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.126	<b>City Ward:</b>	1
<b>Legal Description:</b>	LTS 17-18 BK HCOXENDALE PLAT	<b>Polling Place:</b>	Blandford Academy
<b>Subdivision:</b>	Coxendale	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8101
<b>Local Historic District:</b>		<b>Elementary School:</b>	Lakemont
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/28/2001	\$0	2001/4560

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$8,900	\$9,100	\$9,100	\$9,100	\$9,100
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$8,900	\$9,100	\$9,100	\$9,100	\$9,100

## 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

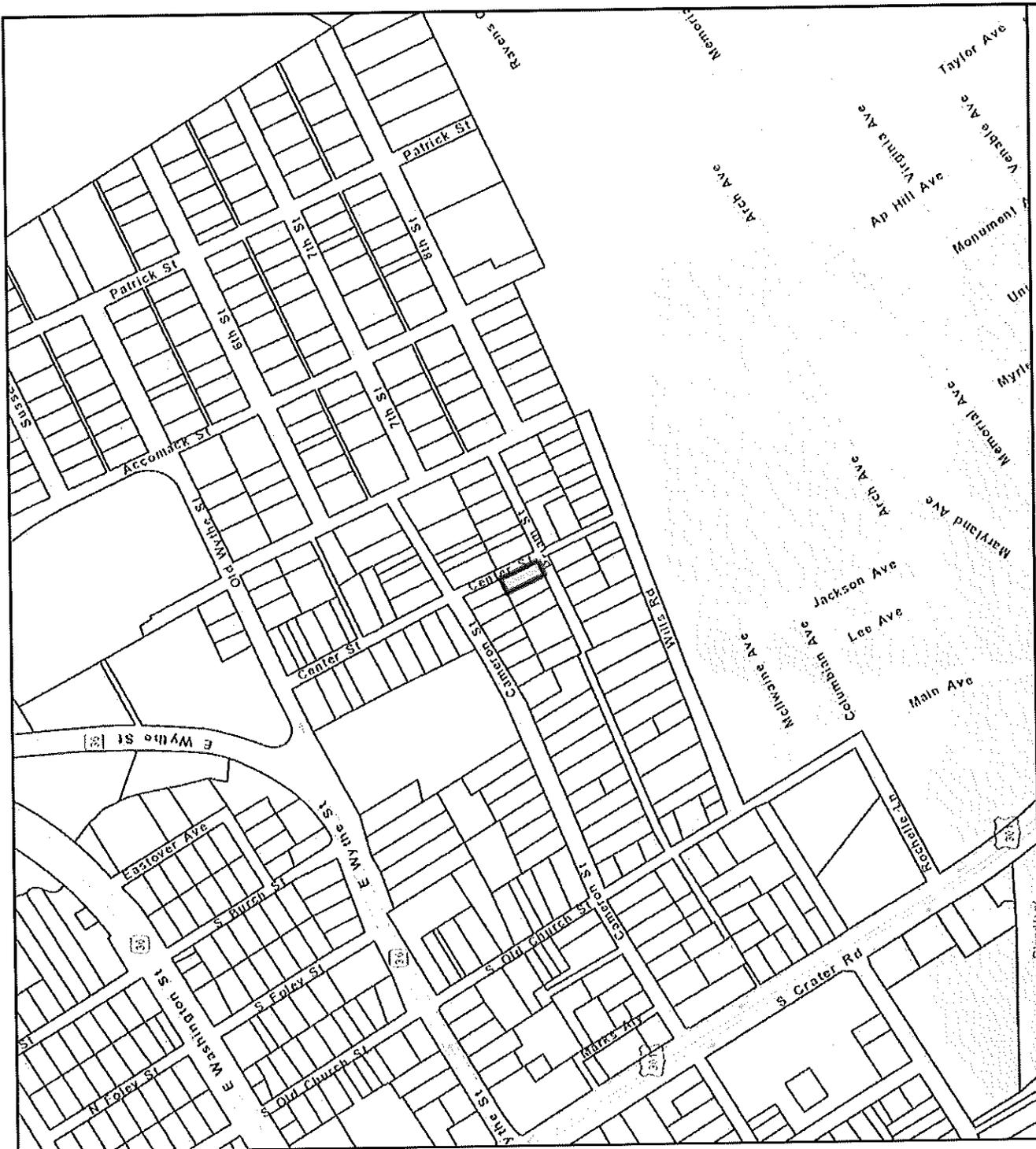
## Legend

-  City Boundary
-  Parcels

Feet



1:4,514 / 1"=376 Feet



**Parcel #: 013190007**

**Date: 4/10/2025**

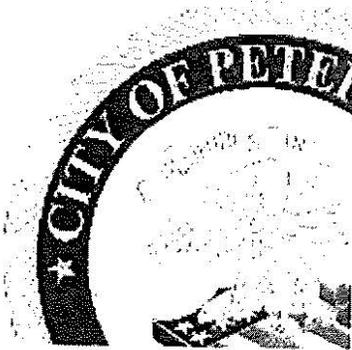
*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
buildwithus@contractor.net  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$5,400.00

Consideration: \$5,400.00

Tax Map No.: 29100013

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 1150 Rome St, Tax Map Number: 29100013 and further described as, Parcel 2: being designated by current City street number as 1150 Rome 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 Four Hundred Dollars \$5,400.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Forty Dollars \$540.00 (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, inquiries 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 TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph

5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the

Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

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

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleades 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 or 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:** Nuwave Construction & Development

2025 E Main St. Ste 201

Richmond VA, 23223

**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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William Zimmer 

Title: Co-Owner

Date: 04/07/2025

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

THIS DEED OF GIFT, Made this 16th day of January, 2002, by and between **JAMES EDWARD WHITLEY AND ZELDA ANN WHITLEY**, husband and wife, hereinafter called the Grantors, parties of the first part, and **CITY OF PETERSBURG**, a municipal corporation, hereinafter called Grantee, party of the second part.

WITNESSETH: That for and in consideration of the premises and other valuable consideration, the said Grantors do hereby grant and convey, with OENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said City of Petersburg, a municipal corporation, the following property, to-wit:

**Parcel 1:**

1. All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the North side of Hinton Street, formerly Pearl Street, in the City of Petersburg, Virginia, designated by current City street number 827 Hinton Street, fronting on said Hinton Street; formerly Pearl Street, Forty (40) feet, and running back northwardly between parallel lines One Hundred (100) feet to the property now or formerly belonging to J. G. Quarles and bounded on the East by the property now or formerly of R. Emmett Gates and on the West by the property now or formerly of Cornelia M. Walsh.

2. All that certain strip or parcel of land with the improvements thereon and appurtenances thereto belonging, situate, lying and being on the North side of Hinton Street, in the City of Petersburg, Virginia, fronting thereon Twelve (12) feet and running back between parallel lines One Hundred (100) feet and adjoining the property described in Paragraph 1 above on the East.

It being the same properties conveyed to the Grantors herein by deed dated May 25, 1979, from J. C. Kirkpatrick, Sr. and Courtney A. Kirkpatrick, his wife, and recorded in Deed Book 366 at page 580 of the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

**Parcel 2:** All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, being designated by current City street number as 1150 Rome Street, fronting 34 feet on the South side of Rome Street and extending back southwardly on its western line 146.1 feet, more or less, and on its eastern line 146 feet 9 inches, more or less, and having a rear width of 28 feet 4 inches, more or less.

It being the same property conveyed to the Grantors herein by deed dated October 29, 1980, from Verinice Savage Camm, widow, and others, and recorded in Deed Book 378 at page 674 of the aforesaid Clerk's Office.

**Parcel 3:** All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being designated by current City street number as 931 West High Street, fronting 24 feet on the North side of West High Street and running back therefrom northwardly between parallel lines 135.3 feet to a fence; said property being designated as No. 931 on a certain plat of property owned by Evelyn Blanche Harrison, widow, made by F.D.P. Bruner, dated August 27, 1942, attached to and recorded as a part of deed dated August 31, 1943 from Evelyn Blanche Harrison, widow, to Ladye E. Harrison, in Deed Book 148 at page 110 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

It being the same property conveyed to the Grantors herein by deed dated September 16 1983, from C. Y. Nobles and Virginia S. Nobles, husband and wife, and recorded in Deed Book 399 at page 559 of the aforesaid Clerk's Office.

**Parcel 4:** All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the East side of Harding Street in the City of Petersburg, Virginia, fronting thereon 34.4 feet and running back in an easterly direction between lines nearly parallel 82.1 feet on its southern line and 83.5 feet on its northern line, with a rear width of 34.5 feet, more or less; the aforesaid property is designated as Nos. 815-817 Harding Street on a plat entitled, "Property Owned by C. G. Dunn and W. P. Johnson", dated February 9, 1948, made by F.D.P. Bruner, Engr., which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Plat Book 2 at page 36.

It being the same property conveyed to James E. Whitley by deed dated February 27, 1984 from J.P.W. Enterprises, Inc., a Virginia corporation, and recorded in Deed Book 402 at page 767 of the aforesaid Clerk's Office.

**Parcel 5:** All those certain lots or parcels of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being known by current City street numbers 708-710, 712-714 and 716 Kirkham Street; said property being shown on a "Plat of 708-716 Kirkham Street, Petersburg, Virginia", made for J. O. Patram by Charles C. Townes & Associates, Civil Engineers, Colonial Heights, Virginia, dated October 9, 1978; said plat being recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 361 at page 127; said property fronting 160.73 feet on the South side of Kirkham Street and running back on its eastern boundary 126.05 feet; on its western boundary 125.67 feet, with a rear width of 157.51 feet.

It being the same property conveyed to the Grantors herein by deed dated November 21, 1979 from Thomas E. Whitley, single, and recorded in Deed Book 379 at page 86 of the aforesaid Clerk's Office.

The above conveyances are made subject to all restrictions, conditions, and easements of record affecting the aforesaid described property to the extent that they may lawfully apply.

GRANTORS AND GRANTEE HEREIN ARE EXEMPT FROM RECORDING TAXES PURS. TO THE 1950 CODE OF VIRGINIA, SEC. 58.1-811(D), as amended.

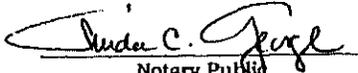
WITNESS the following signatures and seals:

 (SEAL)  
JAMES EDWARD WHITLEY  
 (SEAL)  
ZELDA ANN WHITLEY

STATE OF VIRGINIA,  
City of Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of FEBRUARY, 2002 by James Edward Whitley and Zelda Ann Whitley.  
My commission expires: 7/31/02

SEAL

  
Notary Public

Grantee: City of Petersburg  
103 W. TABB ST  
Petersburg, VA 23803

INSTRUMENT #020001956  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON  
MAY 16, 2002 AT 10:26AM  
BENJAMIN D. SCOTT, CLERK

BY: *Dawn Boye* (DC)

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: 1150 Rome St  
Parcel Number: 029100013  
Lot Size: .114

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,400.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St  
Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 1150 ROME ST Petersburg VA

Legal Acreage: .114

Legal Description: 34-28.4X146.1-146.9

Subdivision: Pillow

Assessment Neighborhood Name: No Data

Local Historic District: No Data

National Historic District: No Data

Enterprise Zone: No Data

Opportunity Zone: No Data

VA Senate District: 16

Va House District: 63

Congressional District: 4

City Ward: 6

Polling Place: Westview School

Primary Service Area: No Data

Census Tract: 8104

School

Elementary School: Pleasants Lane

Middle School: Vernon Johns Middle School

High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps

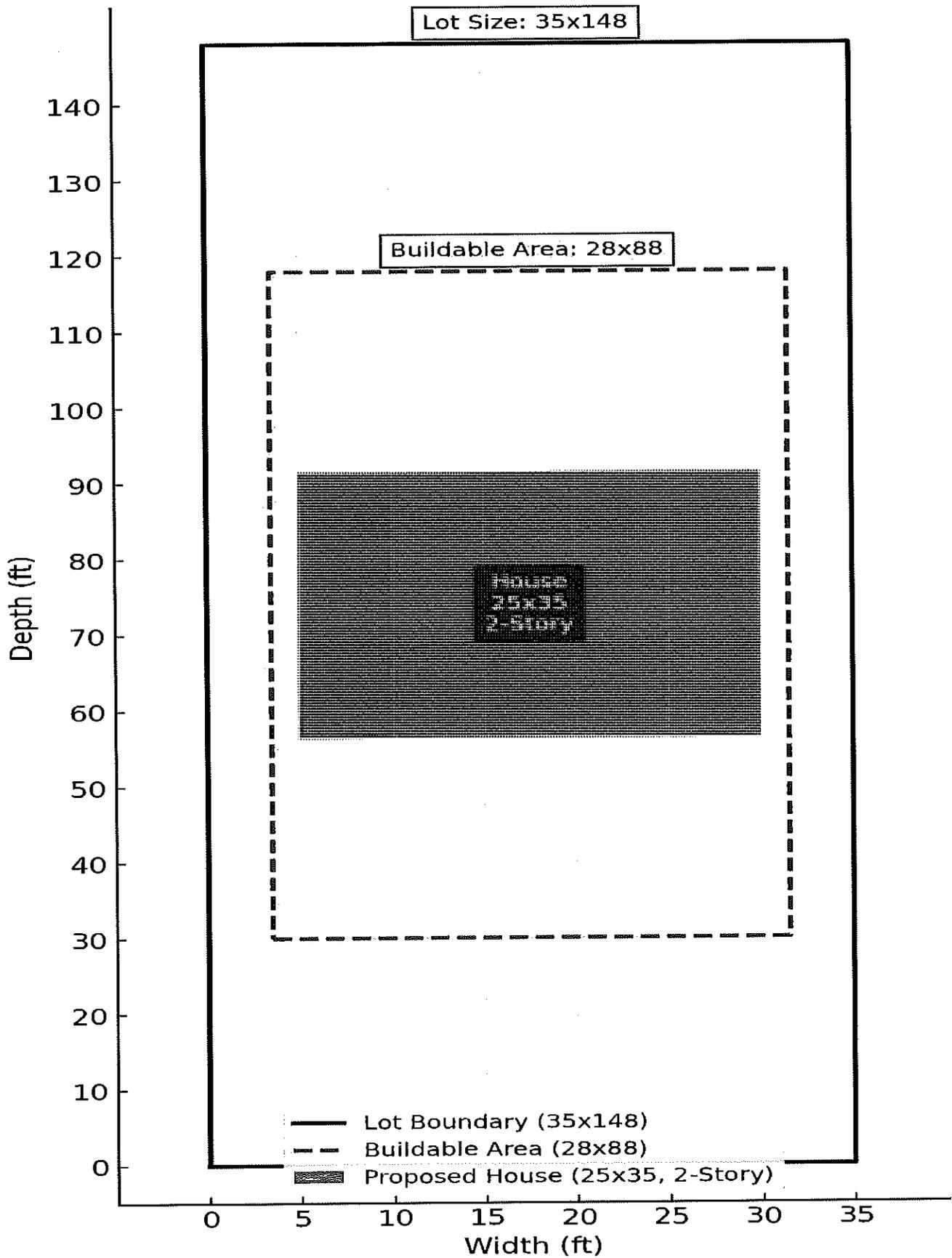
toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer  
Founder  
Nuwave Construction & Development  
[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 1150 Rome St



# Petersburg, Virginia

Parcel: 029100013

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	1150 ROME ST Petersburg, VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.114	<b>City Ward:</b>	6
<b>Legal Description:</b>	34-28.4X146.1-146.9	<b>Polling Place:</b>	Westview School
<b>Subdivision:</b>	Pillow	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8104
<b>Local Historic District:</b>		<b>Elementary School:</b>	Pleasant Lane
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/16/2002	\$0	2002/1956

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400

## Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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.

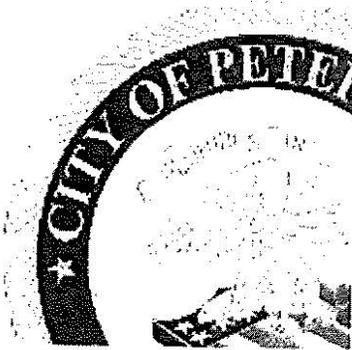


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
buildwithus@contractor.net  
804-716-8404

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$6,500.00

Consideration: \$6,500.00

Tax Map No.: 24220039

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 1162 Hinton St, Tax Map Number: 24220039 and further described as, Lot number six (6) on said plat of lots belonging to J.W. Young, 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 Six Thousand Five Hundred Dollars \$6,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Six Hundred Fifty Dollars \$650.00 (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, inquiries 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 TBD – date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

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

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, 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 or 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: Nuwave Construction & Development**

2025 E Main St. Ste 201

Richmond VA, 23223

**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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

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

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$6,500.00

Consideration: \$6,500.00

Tax Map No.: 24220039

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 1162 Hinton St, Tax Map Number: 24220039 and further described as , Lot number six (6) on said plat of lots belonging to J.W. Young, 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 Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (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, inquiries 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 TBD. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD 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 or 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: Nuwave Construction & Development**

**2025 E Main St. Ste 201**

**Richmond VA, 23223**

**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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

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

AGE0820

TAX MAP # 024220039

CONSIDERATION: \$13,450.00

THIS DEED, made and entered into on this 05TH day of September, 2006, by and between JASON L. COWAN, and NIKI JEAN COWAN, "Grantors", and THE CITY OF PETERSBURG, VIRGINIA "Grantee", whose mailing address is 135 N. Union Street, Petersburg, VA 23803.

INST#06-004622

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by the Grantees to the Grantor, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, except as hereinafter set forth, unto the said Grantees, as fee simple, the following described property, to-wit:

ALL that certain lot, piece or parcel of land with the improvements and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting thirty-four (34) feet on the south side of W. Pearl Street (now Hinton Street) and running back therefrom Southwardly between parallel lines one hundred (100) feet, and being designated as lot number six (6) on said plat of lots belonging to J.W. Young, which said plat is recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, as Instrument No. 2004-3188.

IT BEING the same real estate conveyed to Jason L. Cowan and Nikki Jean Cowan, husband and wife, by Deed from Lee Reed and Vera Reed, husband and wife, dated July 23, 2004 and recorded July 23, 2004, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument No. 2004-3188.

HILL & RAINEY  
ATTORNEYS AT LAW  
2425 BOULEVARD  
SUITE 9  
COLONIAL HEIGHTS, VA  
23834

0821

This conveyance is made expressly subject to all restrictions, reservations, conditions, covenants and easements of record affecting the aforesaid property to the extent that they may lawfully apply.

WITNESS the following signature and seal:

 (SEAL)  
Jason L. Cowan

 (SEAL)  
Niki Jean Cowan

STATE OF VIRGINIA  
City/County of Stafford to-wit:

The foregoing instrument was acknowledged before me this 5th day of September, 2006, by Jason L. Cowan and Niki Jean Cowan.

My Commission Expires:

  
Notary Public

HILL & RAINEY  
ATTORNEYS AT LAW  
2425 BOULEVARD  
SUITE 9  
COLONIAL HEIGHTS, VA  
23834

INSTRUMENT #060004622  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON  
SEPTEMBER 12, 2006 AT 10:04AM  
\$13.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$6.75 LOCAL: \$6.75  
BENJAMIN O. SCOTT, CLERK

RECORDED BY: RLG

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: 1162 Hinton St

Parcel Number: 024220039

Lot Size: .078

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$6,500.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 1162 HINTON ST Petersburg VA

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Legal Acreage: .078  
Legal Description: LT 6YOUNG PLAT  
Subdivision: Young  
Assessment Neighborhood Name: No Data  
Local Historic District: No Data  
National Historic District: No Data  
Enterprise Zone: No Data  
Opportunity Zone: No Data

VA Senate District: 16  
Va House District: 63  
Congressional District: 4  
City Ward: 6  
Polling Place: Westview School  
Primary Service Area: No Data  
Census Tract: 8104

School  
Elementary School: Pleasants Lane  
Middle School: Vernon Johns Middle School  
High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

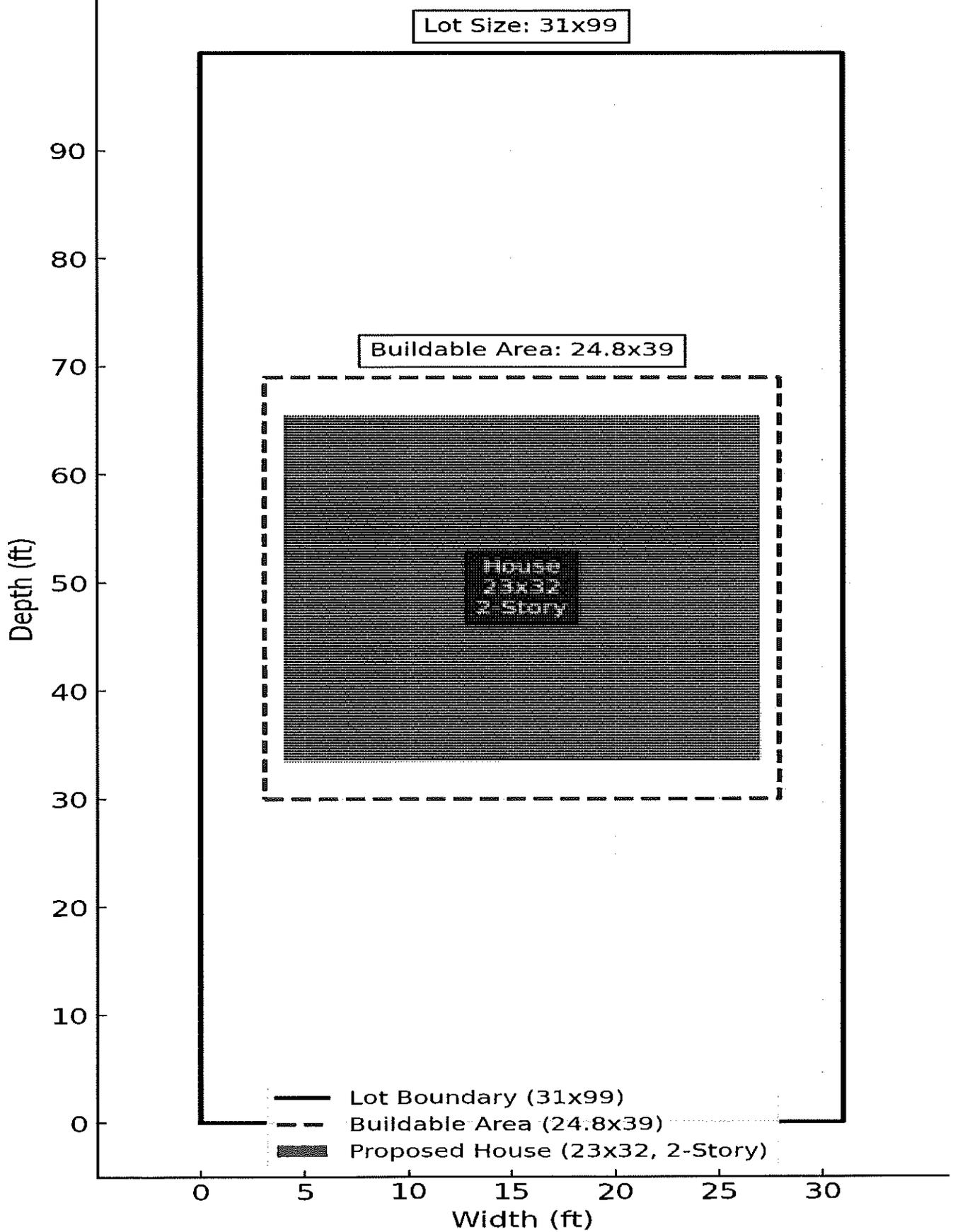
William Zimmer

Founder

Nuwave Construction & Development

[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 1162 Hinton St



# Petersburg, Virginia

Parcel: 024220039

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	1162 HINTON ST Petersburg, VA	<b>Congressional District:</b>	4
<b>Legal Acreage:</b>	.078	<b>City Ward:</b>	6
<b>Legal Description:</b>	LT 6YOUNG PLAT	<b>Polling Place:</b>	Westview School
<b>Subdivision:</b>	Young	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8104
<b>Local Historic District:</b>		<b>Elementary School:</b>	Pleasants Lane
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	9/12/2006	\$13,450	2006/4622

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

## Property Tax (Coming Soon)

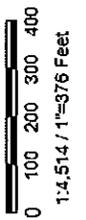
DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all 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

Feet



**Parcel #: 024220039**

**Date: 4/10/2025**

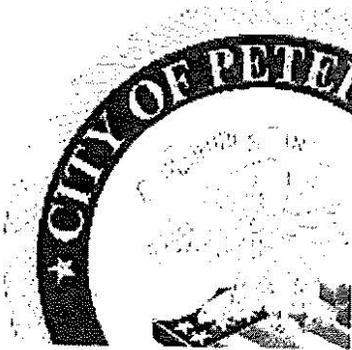
*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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

11/11/2020



Nuwave Construction & Development  
2025 E Main St. Ste 201  
Richmond, VA, 23223  
buildwithus@contractor.net  
804-716-8404

## CITY OF PETERSBURG

### REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5,900.00

Consideration: \$5,900.00

Tax Map No.: 23280005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 215 S Jones St, Tax Map Number: 23280005 and further described as, situated on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, 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 NineHundred Dollars \$5,900.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price, Five Hundred Ninety Dollars \$590.00 (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, inquiries 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 TBD– date of Council Presentation regarding Purchase Agreement]). Such a proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on TBD – date of Council Presentation regarding Purchase Agreement] and must be formally approved by Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. Termination Prior to Conclusion of Due Diligence Phase:

a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.

e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price. As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.

b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no

warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

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

11. Escrow Agent: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, 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 or 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: Nuwave Construction & Development**

2025 E Main St Ste 201

Richmond Va 23223

**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 insure 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 instruments.

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, the 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: Nuwave Construction & Development

By: William Zimmer 

Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Pender & Coward,

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

**CITY OF PETERSBURG**  
**REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$5,900.00

Consideration: \$5,900.00

Tax Map No.: 23280005

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 7 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, Nuwave Construction & Development, 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: 215 S Jones St, Tax Map Number: 23280005 and further described as, situated on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, 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 Five Hundred Dollars, \$5,500.00 (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. Deposit: Purchaser shall pay ten percent (10%) of the Purchase Price Five Hundred Fifty Dollars \$550.00 (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, inquiries 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 TBD. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made TBD 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: Nuwave Construction & Development

2025 E Main St Ste 201

Richmond Va 23223

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 insure 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 instruments.

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, the 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.

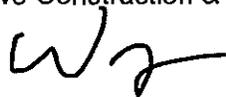
27. Reversion Provision: The deed of conveyance to this property shall contain a provision that this property will automatically revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer 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: Nuwave Construction & Development

By: William Zimmer



Title: Co-Owner

Date: 04/07/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

By: Pender & Coward ,

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

202302457

*The Grantor is Exempt from Recordation Taxes as to this Deed by Section 58.1-811 of the Code of Virginia, 1950, as amended, especially subsection (C)(4) and (E), thereof.*

THIS DEED Made this 22 day of June, 2023, by and between the CITY OF PETERSBURG, a municipal corporation, Grantor, party of the first part, and HAROLD BEASLEY and PATRICIA A. BEASLEY, Grantees, party of the second part, whose address is:

1918 Tyler Rd. Petersburg, Va. 23805

WITNESSETH:

THAT FOR and in consideration of the sum of Two Thousand Nine Hundred Fifty Dollars (\$2,950.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantees, Howard Beasley and Patricia A. Beasley, husband and wife, as tenants by the entirety with right of survivorship, the following described property, to-wit:

ALL that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the EAST SIDE of Jones Street, in the City of Petersburg, Virginia, the street number of the buildings thereon being 215, and further described on a plat showing property to be acquired by Henry E. Greene, Sr., drawn by Richard A. Bristow, C.L.S., dated December 13, 1982, a copy of which is attached to a deed recorded in Deed Book 393, page 417, and further described as follows:

COMMENCING at a set rod 138.7 feet, more or less, from Lawrence Street and running North 75 degrees 38'20"E. for 132.5 feet, more or less, to a set rod; thence running South 14 degrees 18'50"E. 30.83 feet, more or less, to a set rod; thence running South 75 degrees 38'20"W. 132.45 feet, more or less, to a set rod lying on the east side of Jones Street, thence North 14 degrees 30'W. along the east side of South Jones Street 30.83 feet to a set rod making the point of beginning.

BEING THE same real estate conveyed to the City of Petersburg, from Joseph A. Perini, Special Commissioner in the chancery suit of "Commonwealth of Virginia, City of Petersburg, Virginia, v. 215 S. Jones Street, Tax Map 02328005 HH&B,

PREPARED BY: Pender & Coward, P.C.

TAX MAP NO: 023-280005

TITLE CO: Chicago Title Insurance Company

RETURN TO: Hill & Rainey, 2425 Boulevard, Suite 9, Colonial Heights, VA 23834

Sales Price: \$2,950 Assessed Value: \$ 5,900

Inc., Chancery No. CL06-440", by deed dated October 24, 2006, recorded November 2, 2006, in the Circuit Court Clerk's Office, City of Petersburg, Virginia, as Instrument No. 060005304.

This conveyance is made expressly subject to any conditions, restrictions, reservations and easements, if any of record, affecting subject property and constituting constructive notice.

WITNESS the following signatures and seals:

**GRANTOR:**

**CITY OF PETERSBURG,  
a municipal corporation**

By *John M. Altman Jr.* (SEAL)  
John M. Altman Jr., City Manager

COMMONWEALTH OF VIRGINIA  
CITY OF Prince George, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of June, 2023, by John M. Altman Jr., City Manager whose name is signed as such on behalf of the City of Petersburg. The said John M. Altman Jr. (  ) is personally known to me or (  ) has presented sufficient identification to me and who swears and affirms that by virtue of their position, they have all necessary power and authority to execute this Deed on behalf of GRANTOR.

*Shaunta Smith Beasley*  
Notary Public

My commission expires: 10/31/24.

Registration No.: 7599193.

Approved as to Form:

*[Signature]*  
Anthony Williams, City Attorney



INSTRUMENT 202302457  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG CIRCUIT COURT ON  
JULY 13, 2023 AT 12:32 PM  
MAYTEE E. PARHAM, CLERK  
RECORDED BY: KMN



OFFICIAL RECEIPT  
PETERSBURG CIRCUIT COURT  
DEED RECEIPT

DATE : 07/13/2023

TIME : 12:32:40

CASE # : 730CLR202302457

RECEIPT # : 23000006712 TRANSACTION # : 23071300025 PACKAGE NAME : BEASLEY CLOSING

CASHIER : KMN

REGISTER # : H996

FILING TYPE : DBS

PAYMENT : FULL PAYMENT

INSTRUMENT : 202302457

BOOK :

PAGE : RECORDED : 07/13/2023

AT : 12:32

GRANTOR : CITY OF PETERSBURG

EX : Y

LOC : CI

GRANTEE : BEASLEY, HAROLD

EX : N

PCT : 100%

RECEIVED OF : HILL & RAINEY ATTORNEYS AT LAW

ADDRESS : 1918 TYLER ROAD PETERSBURG, VA 23805

ELECTRONIC FUND TRANSFER : \$66.67

DESCRIPTION 1 : 215 JONES ST S

PAGES : 002

OP : 0

NAMES : 0

CONSIDERATION : \$2,950.00

AVAIL : \$5,900.00

PIN OR MAP : 023280005

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00
036	DEED PROCESSING FEE	\$20.00
039	STATE GRANTEE TAX	\$14.75
106	TECHNOLOGY TRST FND	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$3.50
212	TRANSFER FEES	\$1.00
214	CITY GRANTEE TAX	\$4.92
301	CLERK RECORDING/INDEXING FEE	\$14.50

TENDERED : \$ 66.67  
AMOUNT PAID : \$ 66.67

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

## Letter of Intent to Purchase City-Owned Property

March Altman,

I am writing to formally express our intent to purchase the following city-owned property:

### 1. Identification of Property:

Property Address: 215 S Jones St

Parcel Number: 023280005

Lot Size: .093

### 2. Proposed Offer:

I propose to purchase the above-referenced property for \$5,900.00 USD, subject to further negotiations, due diligence, and any conditions set forth by the city.

### 3. Proposed Utilization of Property:

My intention for the property is to develop a new single-family home that will contribute to the local community, enhance neighborhood aesthetics, and support housing needs. The development will comply with all zoning requirements and city regulations.

### 4. Property Sheet:

Owner Name: CITY OF PETERSBURG

Owner Mailing Address: 135 N. Union St

Petersburg, VA 23803

Property Use: 100 Urban Residential Vacant

State Class: 7 Exempt Local

Zoning: R-3

Property Address: 215 JONES ST S Petersburg VA

Legal Acreage: .093  
Legal Description: 30.10X135  
Subdivision: Bishop  
Assessment Neighborhood Name: No Data  
Local Historic District: Folley Castle  
National Historic District: Folley Castle  
Enterprise Zone: Yes  
Opportunity Zone: No Data

VA Senate District: 16  
Va House District: 63  
Congressional District: 4  
City Ward: 5  
Polling Place: Tabernacle Baptist Church  
Primary Service Area: No Data  
Census Tract: 8104

School

Elementary School: Pleasants Lane  
Middle School: Vernon Johns Middle School  
High School: Petersburg High School

To confirm utility information please contact Public Utilities at 804-733-2353.

To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2308.

To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.

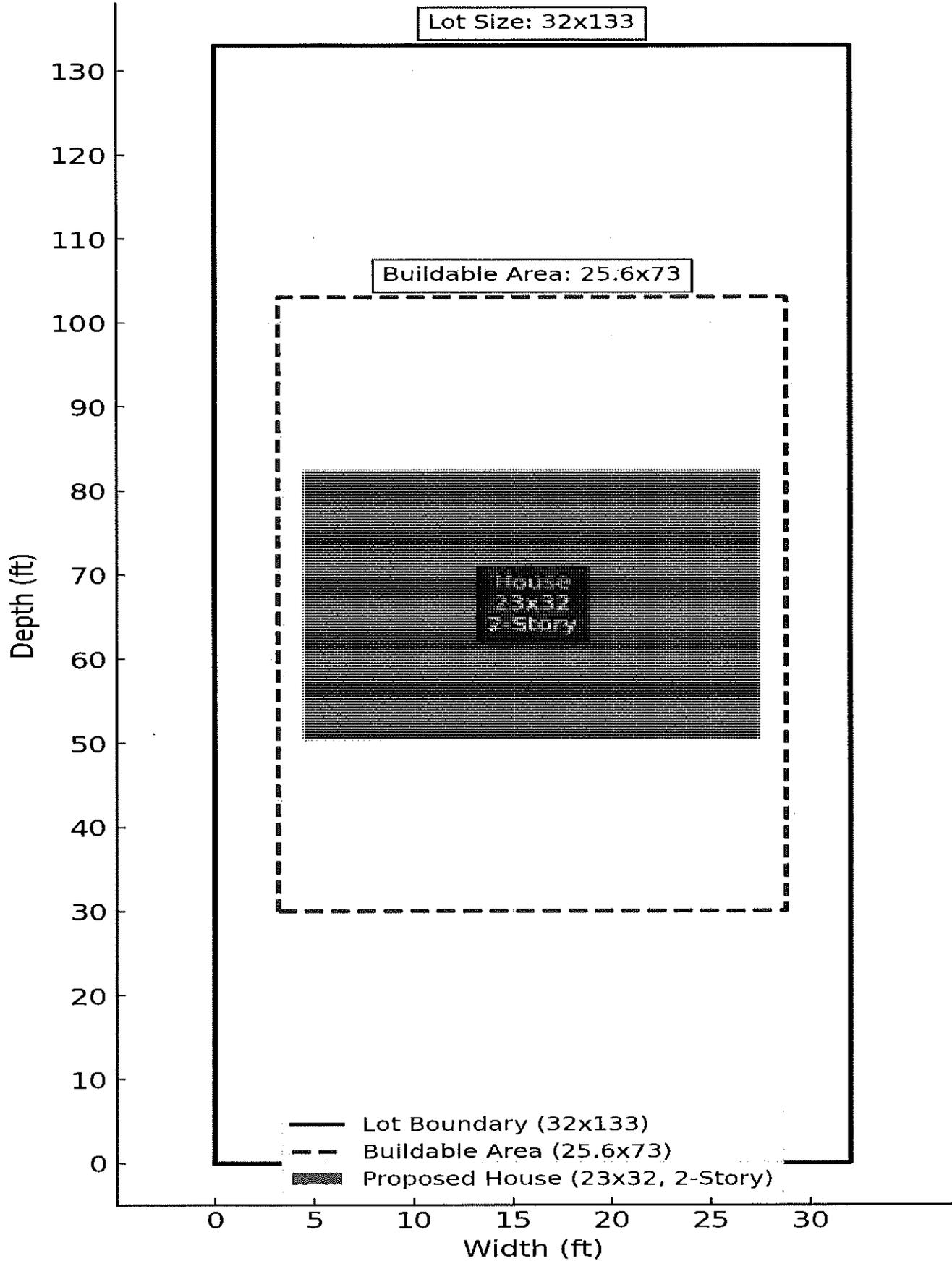
I would appreciate the opportunity to discuss this further and proceed with the necessary steps toward acquisition. Please let me know the next steps in the process, including any required applications, approvals, or meetings.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

William Zimmer  
Founder  
Nuwave Construction & Development  
[w.zimmer@nuwavedevelopment.com](mailto:w.zimmer@nuwavedevelopment.com)

# Final Structure for 215 S Jones St



# Petersburg, Virginia

Parcel: 023280005

## Summary

<b>Owner Name</b>	CITY OF PETERSBURG	<b>National Historic District:</b>	Folley Castle
<b>Owner Mailing Address</b>	135 N. Union St Petersburg, VA 23803	<b>Enterprise Zone:</b>	Yes
<b>Property Use</b>	100	<b>Opportunity Zone:</b>	
<b>State Class:</b>	7 Exempt Local	<b>VA Senate District:</b>	16
<b>Zoning:</b>	R-3	<b>Va House District:</b>	63
<b>Property Address</b>	215 JONES ST Petersburg, VA	<b>Congressional Disrict:</b>	4
<b>Legal Acreage:</b>	.093	<b>City Ward:</b>	5
<b>Legal Description:</b>	30.10X135	<b>Polling Place:</b>	Tabernacle Baptist Church
<b>Subdivision:</b>	Bishop	<b>Primary Service Area:</b>	
<b>Assessment Neighborhood Name:</b>		<b>Census Tract:</b>	8104
<b>Local Historic District:</b>	Folley Castle	<b>Elementary School:</b>	Pleasants Lane
		<b>Middle School:</b>	Vernon Johns Middle School
		<b>High School:</b>	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/2/2006	\$10,100	2006/5604

## Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
<b>Effective for Billing:</b>	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
<b>Reassessment</b>					
<b>Land Value</b>	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900
<b>Improvement Value</b>	\$	\$	\$	\$	\$
<b>Total Value</b>	\$5,900	\$5,900	\$5,900	\$5,900	\$5,900

## Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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.

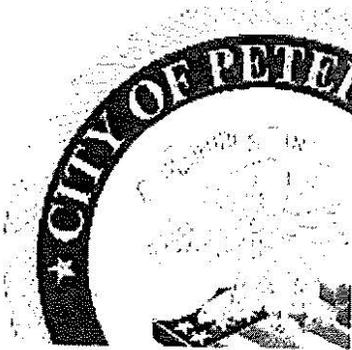


Good Afternoon,

All the lots are buildable for single-family residential, however, they must abide by the setbacks provided. This means that while all the lots are legally able to build on, you must make your own determination on if it would be financially viable to build say a 20 x 48 house.

As far as letters go, Economic Development doesn't require an official Zoning Verification letter for each property, and instead an email like this one could serve as confirmation of buildability. This would serve as confirmation of buildability for **zoning only**; we are unable to assess site conditions (ex. soil type, availability of utilities, etc.) and we rely on the developer to perform their due diligence in assessing properties for financial viability.

Thanks,



Tyler Jackson  
Planner I  
Department of Planning and Community Development  
135 N Union Street, Petersburg, VA 23803  
(804)-481-0800  
tjackson@petersburg-va.org

---

**From:** Todd Marks <t.marks@nuwavedevelopment.com>  
**Sent:** Thursday, March 27, 2025 3:57 PM  
**To:** William Zimmer <wzimmerrealestate@gmail.com>  
**Cc:** Tyler Jackson <tjackson@petersburg-va.org>; Jared Crews <jcrews@petersburg-va.org>  
**Subject:** Re: FW: Confirmation of Buildability for Proposed Property Acquisitions

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

**Resolution**

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

**WHEREAS;** On June 18, 2024, the City of Petersburg entered into a development agreement with NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave; and

**WHEREAS;** The due diligence period is not to exceed 120 days except by the written consent of the City as approved by Petersburg City Council; and

**WHEREAS;** the development agreement amendment authorizes the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

**NOW THEREFORE BE IT RESOLVED,** that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and NUWAVE for the Development of 851 E. Bank Street, 1420 Ferndale Ave, 1162 Hinton Street, 417 S. Jefferson Street, 215 S. Jones Street, 921 Priam Street, 1150 Rome Street, 201 Terrace Ave.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

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

**FROM:** Brian Moore

**RE:** **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the Development of 10 N. Foley Street and 340 Mistletoe Street Located in Petersburg, VA**

---

**PURPOSE:** Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

**REASON:** To Consider an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and STEPPING STONES PROPERTIES, LLC for the development of 10 N. Foley Street and 340 Mistletoe Street located in Petersburg, VA.

**RECOMMENDATION:** The Department of Economic Development recommends 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 10 N. Foley Street and 340 Mistletoe Street, located in Petersburg, VA.

N/A

**CITY COUNCIL HEARING DATE:** 7/1/2025

**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. Stepping Stones Ordinance
2. 10 N. Foley Street Purchase Agreement
3. 340 Mistletoe Street Purchase Agreement

## ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of a City-owned property at 1205 Farmer Street, 10 N. Foley Street and 340 Mistletoe Street.

WHEREAS, the City of Petersburg has received proposals from STEPPING STONES PROPERTIES, LLC to purchase the City-owned properties at 1205 Farmer Street, 10 N. Foley Street and 340 Mistletoe 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 a Purchase Agreement with STEPPING STONES PROPERTIES, LLC toward the sale and development of City-owned property located at 1205 Farmer Street, 10 N. Foley Street and 340 Mistletoe Street.

Stepping Stones Properties, LLC  
12307 Hillcreek Terrace  
Midlothian, VA 23112  
Shantai@steppingstonesproperties.com

February 7, 2025

Dear Ms. Venable,

I am writing to express our interest and intent to purchase the vacant lot located at 10 N. Foley St., Petersburg, VA for \$8775. The city assessed value in March 2024 was \$11,700. As stated, the lot is vacant and is currently being used by the surrounding neighbors for what appears to be car and lawn equipment storage.

Our goal is to build a new single family home (3 beds, 2 baths) on the lot which aligns with our mission to build quality affordable housing. This addition will increase property value and add curb appeal to the immediate area.

In March 2024, we confirmed with the City of Petersburg Zoning Department that the lot is buildable. Ms. Robinson was our point of contact at the time; however, I believe she no longer works for the City of Petersburg. I can contact Mr. Gorman if written confirmation is needed to proceed.

Please let us know if these terms are acceptable to the City of Petersburg and if we can move forward with finalizing the purchase.

Thanks,  
*Antonia H. Rogers*

Antonia Rogers  
Registered Agent  
Stepping Stones Properties, LLC  
[shantai@steppingstonesproperties.com](mailto:shantai@steppingstonesproperties.com)  
804-475-3297

Letter of Justification

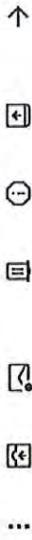
10 N Foley St.

Hello,

We are offering less than the total assessed value because at the time of our initial proposal in March 2024, the requirement was 75% which is what we offered. Since that time, that city's requirement has changed to 100%; however, we would like to request that our initial offer be approved since it was compliant at the time of submission.

Regards,

*Antonia H. Rogers*



1 of 1



**Shantai Rogers**

Hello, Just following up on this. Thanks

Thu, Feb 13, 4:26 PM (8 days ago)



**Maxwell Gorman**

to me

Fri, Feb 14, 3:40 PM (7 days ago)

Are you only looking to merge 340 and 330 Mistletoe, not building on 340 Mistletoe? If you are just merging, there will be no issue from my perspective.

10 N Foley is considered buildable and the proposed dwelling may fit. The lot is a standard conforming lot and any building must meet setback minimum requirements. See [Article 22](#) for the listed setbacks for the R3 zoning district. Additionally, the lot is on the corner of N Foley and E Washington.

Any corner lot must have a 15-foot side yard along the adjacent street. For this lot, there must be a 5-foot side yard along the internal property line and a 15-foot side yard along the property line running with E Washington.

1205 Farmer is considered buildable for only a single-family dwelling. The R3 zoning district permits single- and two-family dwellings. To build a two-family dwelling, the lot must be at least 60 feet wide and 6000 square feet in total are, this lot does not meet that minimum requirement. Triplexes are not a permitted use in this zoning district.

Maxwell Gorman  
Zoning Administrator

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

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$11,700

Consideration: \$12,525

Tax Map No.: 012180010

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Stepping Stones Property LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

### RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 10 N. Foley Street, Tax Map Number: 012180010 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is twelve thousand five hundred twenty-five dollars (\$12,525) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, one thousand two hundred fifty-two dollars and fifty cent (\$1252.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquiries 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 \_\_\_\_\_ and must \_\_\_\_\_). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made \_\_\_\_\_. 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 (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 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

PURCHASER:

Petersburg, VA 23803

Stepping Stones Development, LLC  
12307 Hillcreek Terrace,  
Midlothian, VA 23112

COPY TO:

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

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

- 15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
- 16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
- 17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the 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: Stepping Stones Development, LLC

By: Antone Rys

Title: Owner

Date: 2/21/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

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

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

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

Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

# Presentation

*10 N Foley Street  
Petersburg, VA 23803*

*City Assessment \$11,700  
Stepping Stones Properties, LLC offer \$6,000*



# What We Bought



# What We Developed



## WHY PARTNER WITH US

Stepping Stones Properties, LLC founded by Jamethro & Shantai Rogers in 2019, is a family-first business on an epic growth trajectory. Thanks to the vision and leadership of our founders, we have a tireless grassroots work ethic, an unconventional business model, a unique development roadmap, and a history of outperforming even our loftiest goals. Tenacity and ingenuity are key to our success.

SSP is an emerging leader in real estate development and property management. We're on a mission to elevate single & multifamily housing by developing and operating market-rate and affordable housing in highly desired and deprived neighborhoods.

SSP is a real estate investment, development, construction, and property management company focused on the multifamily apartment sector. Our diverse in-house expertise enables us to conduct robust pre-project assessments and facilitates long-term asset performance. We've sold or retained more than \$2 million in real estate in our short time.

SSP developers aren't afraid of a challenge. We scour the areas high-growth, low-inventory neighborhoods for opportunities to elevate the housing options for residents through new construction or redevelopment. SSP helps meet the demand for housing by partnering with local government agencies, contractors, banks, and investors. Through careful analysis of market trends and the financial viability of each project, our development team vets each potential building site and moves forward with those that enrich the community and support our company's continued growth.

Stepping Stones Properties, LLC  
12307 Hillcreek Terrace  
Midlothian, VA 23112  
shantai@steppingstonesproperties.com

March 15, 2024

Dear Ms. Venable,

I am writing to express to our interest and intent to purchase the lot located at 340 Mistletoe St., Petersburg, VA for \$5775. The lot is adjacent to the property we own at 330 Mistletoe St and we confirmed with the City of Petersburg Zoning Department that the lot is unbuildable because it's under 5,000 sq ft.

We would like to purchase 340 Mistletoe St. to expand the lot size of our existing property. Our plan is to clear the tree brush and debris from the vacant lot, add landscaping, fencing and create a larger back and side yard for our property. This addition will add value and curb appeal to our property and the entire street.

Please let us know if these terms are acceptable to the City of Petersburg and if we can move forward with finalizing the purchase.

Thanks,  
*Antonia H. Rogers*

Antonia Rogers  
Registered Agent  
Stepping Stones Properties, LLC  
[shantai@steppingstonesproperties.com](mailto:shantai@steppingstonesproperties.com)  
804-475-3297

Letter of Justification

340 Mistletoe St.

Hello,

We are offering less than the city assessed value because at the time of our initial proposal in March 2024, the requirement was ~~50%~~ <sup>50%</sup> which is what we offered. Since that time, that city's requirement has changed to 100%; however, we would like to request that our initial offer be approved since it was compliant at the time of submission. Additionally, the City of Petersburg Zoning Office has confirmed that the lot is unbuildable because it's less an 5000 sq feet. We have also had to contact the city to address the overgrown landscaping to avoid the lot being used to dump trash and debris.

Regards,

*Antonia H. Rogers*

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$7700

Consideration: \$5775

Tax Map No.: 031250047

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Stepping Stones Property LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

### RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 340 Mistletoe Street, Tax Map Number: 031250047 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is five thousand seven hundred seventy-five dollars (\$5775) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, five hundred seventy-seven dollars and fifty cent (\$577.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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  
<https://www.docusign.com/docuSign> Page 3 of 3

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:

Stepping Stones Properties, LLC  
12307 Killcreek Ter.  
Midlothian, VA 23112

COPY TO:

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

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

- 15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.
- 16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
- 17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the 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: Stepping Stones Properties, LLC

By: Antonia Rogers, \_\_\_\_\_

Title: Owner

Date: 2/21/2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John M. Altman, Jr.,

Title: City Manager

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

ESCROW AGENT:

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

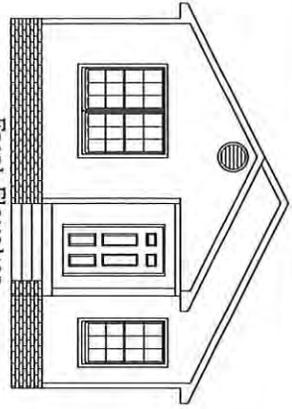
Title: \_\_\_\_\_

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

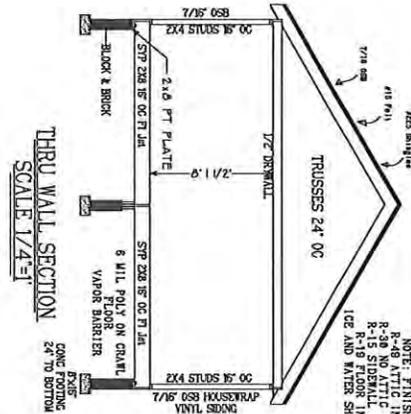
Approved as to form: Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

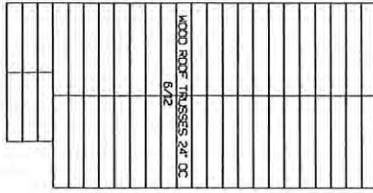


Front Elevation  
Scale 1/4"=1'

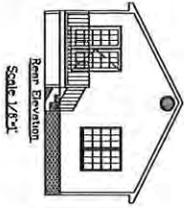


THRU WALL SECTION  
SCALE 1/4"=1'

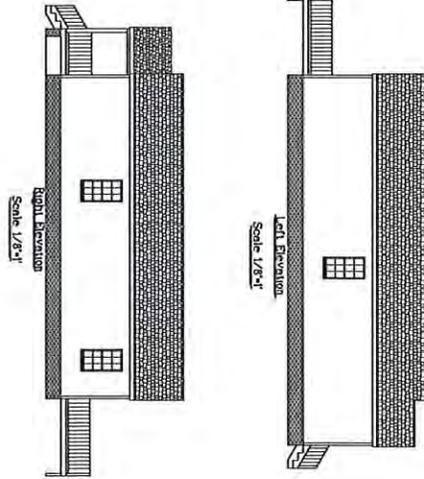
NOTE: FINISHED AREA  
R-48 ATTIC INSULATION  
R-15 SIDEWALL INSULATION  
ICE AND WATER SHIELD @ EAVES



Roof Framing Detail  
Scale 1/8"=1'

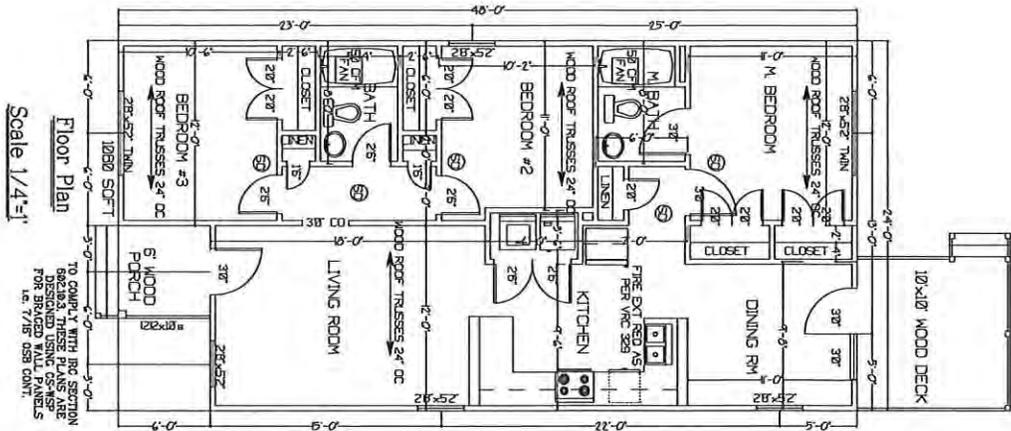


Rear Elevation  
Scale 1/8"=1'

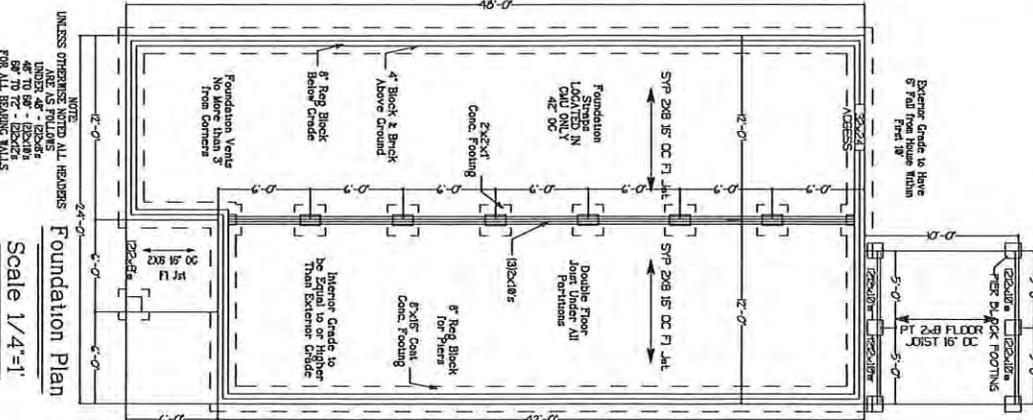


Left Elevation  
Scale 1/8"=1'

THIS PLAN IS DRAWN TO MEET  
IRC 2018 & VIRC 2018  
BRANDED WALL LINES USING  
PRACTICAL METHOD



Floor Plan  
Scale 1/4"=1'



Foundation Plan  
Scale 1/4"=1'

SOUTH HILL RANCHER

THIS PLAN WAS DESIGNED FOR

NetCaddrafting

THIS PLAN DESIGNED BY

800-440-0139  
www.netcaddrafting.com

RANCHER  
PLANS

DATE OF PLANS  
5/6/24

PLANS DRAWN BY  
BRAD PRICE

1 OF 1

**This Deed of Easement is exempt from recordation taxes pursuant to §58.1-811A(3) and §58.1-811C(4) of the Code of Virginia and exempt from Clerk's fees pursuant to §17.1-266 of the Code of Virginia.**

TAX MAP PARCEL I.D. NO: 034020800  
960 Winfield Rd, Peterburg VA 23803

### **DEED OF EASEMENT**

THIS DEED OF EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between CITY OF PETERSBURG, VA ("Grantor"), a municipal corporation formed and operating under the laws of the Commonwealth of Virginia, whose principal office is located at 135 North Union Street, Petersburg, Virginia 23803, and VIRGINIA ELECTRIC AND POWER COMPANY ("Grantee"), a Virginia public service corporation whose principal office is in Richmond, Virginia, its successors, assigns lessees and agents.

#### **W I T N E S S E T H:**

1. For and in consideration of One Dollar (\$1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") upon property of the Grantor located at 960 Winfield Rd; Tax Map Parcel ID No.: 034020800, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend FIFTEEN ( 15 ) feet in width across the lands of GRANTOR; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of GRANTOR situated in CITY OF PETERSBURG, Virginia, as more fully described on Plat(s) Numbered 02-25-0051, attached to

and made a part of this Deed of Easement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by GRANTOR, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the right granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to GRANTEE'S rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE'S option, for other damage done to GRANTOR'S property inside the boundaries of the easement (subject, however, to GRANTEE'S rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE'S facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE'S exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE'S rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE'S exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE'S exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of GRANTEE'S obligations as a public service company or such other obligations as may be related to or incidental to GRANTEE'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. The easement granted hereby shall additionally be subject to all terms and conditions contained in (Exhibit A) which shall be recorded with and as a part of this Deed of Easement. Any conflict between (Exhibit A) and this Deed of Easement shall be resolved in favor of this Deed of Easement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

11. GRANTOR hereby represents to GRANTEE that to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has the right to convey this easement and the rights and privileges granted hereunder; and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR as described in the attached Ordinance (Exhibit B) adopted by Petersburg City Council on \_\_\_\_\_.

[signatures on following pages]

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first written.

GRANTOR:

CITY OF PETERSBURG, VIRGINIA

By: \_\_\_\_\_  
John M. Altman, Jr., CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
ANTHONY C. WILLIAMS,                      DATE  
CITY ATTORNEY

COMMONWEALTH OF \_\_\_\_\_

County/City of \_\_\_\_\_; to wit:

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid do hereby certify that John M. Altman, Jr., City Manager for the City of Petersburg, Virginia, whose identity was verified by valid photographic identification, did personally appear before me and acknowledge the foregoing writing dated \_\_\_\_\_ in the jurisdiction aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Notary ID No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL

GRANTEE: VIRGINIA ELECTRIC AND POWER COMPANY

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

COMMONWEALTH OF \_\_\_\_\_

County/City of \_\_\_\_\_; to wit:

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Ellen Jackson as Manager of Electric Delivery Design-System for Virginia Electric and Power Company, whose identification was confirmed by valid photographic identification, did personally appear before me and acknowledge the foregoing writing dated \_\_\_\_\_ in the jurisdiction aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

Notary ID No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL



**AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED OF EASEMENT TO VIRGINIA ELECTRIC AND POWER COMPANY ACROSS CITY OF PETERSBURG PROPERTY LOCATED AT 960 WINFIELD ROAD FOR THE FUTHERANCE OF THE CITY'S POOR CREEK PUMPING STATION PROJECT – TAX MAP PARCEL NO.: 034020800**

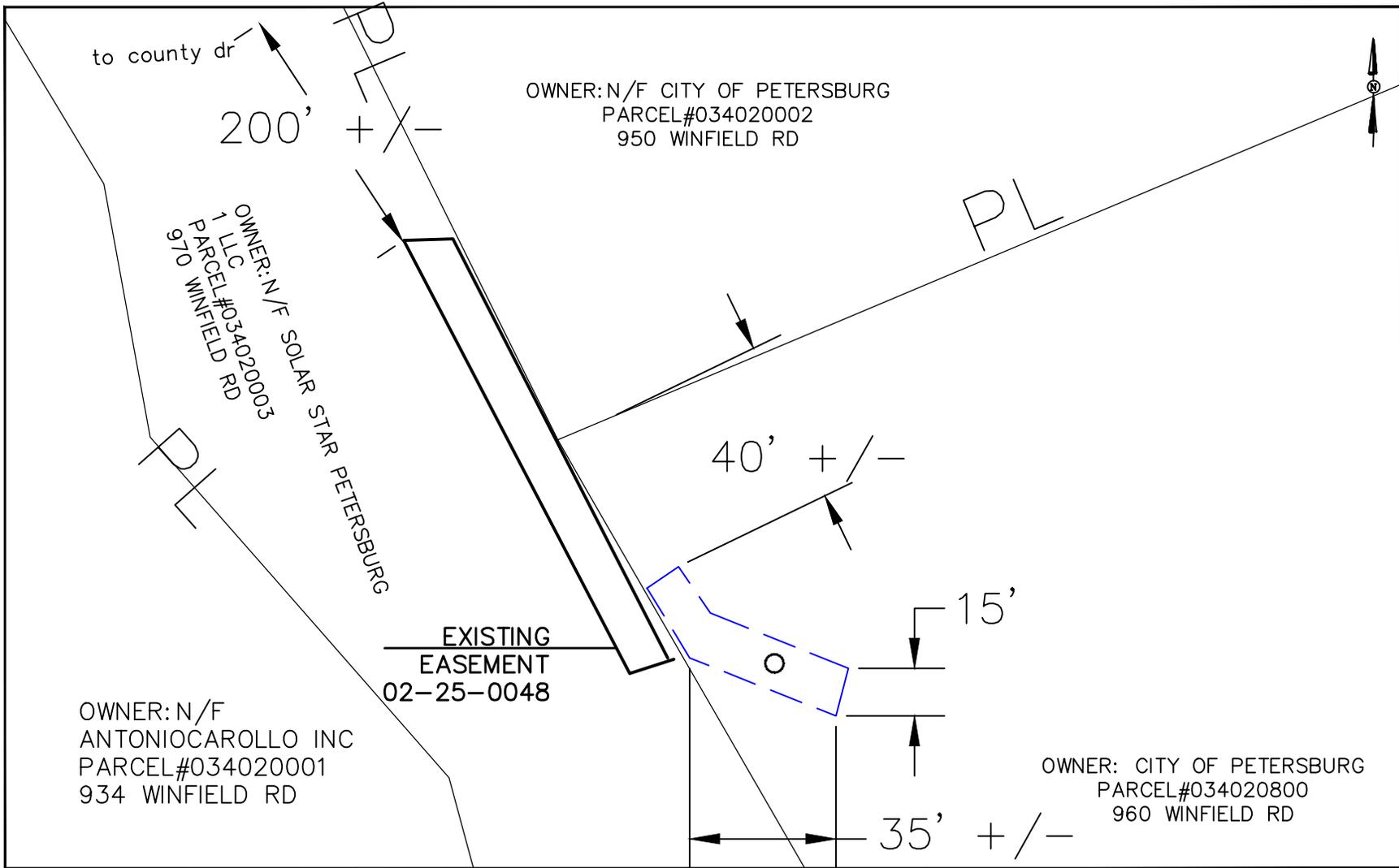
WHEREAS, the City is the owner of certain property located at 960 Winfield Road, Petersburg, VA (Tax Map Parcel No.: 034020800 (hereinafter “the Property”); and

WHEREAS, Virginia Electric and Power Company has requested an easement upon the Property for the purpose to construct, maintain, and operate equipment necessary for the provision of services to said pump station as well as transmitting and distributing electric power; for its own internal telephone and other communications purposes; and communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and the transmission facilities, and all equipment, accessories, and appurtenances desirable in connection therewith for the furtherance of the City of Petersburg’s Poor Creek Pumping Station located at 960 Winfield Road; and

WHEREAS, said easement is described in the attached draft Deed of Easement and depicted in the accompanying plat entitled “Plat to Accompany Right of Way Agreement Virginia Electric and Power Company doing business as Dominion Energy Virginia” dated 05/28/2025, Work Request No.: 10662989; and

WHEREAS, City Council believes that it is in the best interests of the City to grant said easement.

NOW therefore be it ORDAINED that the City Manager and City Attorney are hereby authorized to take all actions necessary to execute and allow for the recordation of said Deed of Easement.



<b>LEGEND</b> Location of Right of Way Boundary Indicates Property Line is Right of Way Boundary	Region CENTRAL	Local Office 02	State VA	OH/UG PLAT TO ACCOMPANY RIGHT OF WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>	
	County/City PETERSBURG	Work Request Number 10662989	DEVID No. 02-25-0051		Grid Number M0233
	Date 05-28.2025	By MATTHEW RASNICK	Scale Not to Scale		
	OWNER INITIALS _____				Page 6 of 6



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 1, 2025

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

**THROUGH:** Jared Crews, Manager of Planning and Community Development

**FROM:** March Altman, Jr.

**RE:** **First Read and to Schedule a Public Hearing to Adopt the City of Petersburg Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan**

**PURPOSE:** To adopt the 2025-2029 Consolidated Plan for Community Development Block Grant, which describes the city's 5-year goals related to affordable housing, neighborhood facilities and infrastructure, public services and other community-based needs.

**REASON:** To adopt the blueprint for how the City of Petersburg plans to spend its annual funding allocation from the U.S. Department of Urban Development (HUD). This will be the guiding document for the City for CDBG funds from July 1, 2025 to June 30, 2029.

**RECOMMENDATION:** Approval

**BACKGROUND:** This Consolidated Plan outlines the needs identified by the community during the annual Hearing of Needs held by the CDBG Advisory Board. Further, it is a collection of data and resources from various sources that outlines the numbers behind the needs of the Petersburg community. Needs were generally identified as improvements to recreation, youth development, job creation, slum and blight, sidewalk and street repair, water upgrades, and support for existing collaborative networks like the Continuum of Care and Social Services.

**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. Resolution Con Plan
2. PY2025 to PY2029\_FY2026 to FY2030 Consolidated Plan Draft

**RESOLUTION OF SUPPORT OF THE CITY OF PETERSBURG COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2025-2029 CONSOLIDATED PLAN**

**WHEREAS**, the City of Petersburg is a designated entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program; and

**WHEREAS**, HUD requires that entitlement communities prepare and submit a Consolidated Plan every five years to receive continued CDBG funding; and

**WHEREAS**, the Consolidated Plan for Program Years 2025–2029 (Fiscal Years 2026–2030) sets forth the City's strategy for addressing housing and community development needs, including affordable housing, public facilities and infrastructure, youth and workforce development, green space improvements, and support for vulnerable populations; and

**WHEREAS**, the City's Department of Planning and Community Development, with input from the Community Development Block Grant Advisory Board, conducted a public engagement process, including a public hearing of needs, stakeholder consultations, and a community-wide survey, to ensure that the Plan reflects the priorities of Petersburg's residents and neighborhoods; and

**WHEREAS**, the Plan incorporates key strategies aligned with the City's Comprehensive Plan and other regional efforts to improve quality of life, economic opportunity, and equitable access to services and amenities; and

**WHEREAS**, HUD has recognized the City's capacity and progress in the implementation and management of prior CDBG program years, including timely completion of funded projects and effective engagement with the public and stakeholders; and

**WHEREAS**, the City Council affirms its commitment to the goals outlined in the Consolidated Plan and supports the use of CDBG funds to advance inclusive and sustainable community development over the next five years;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Petersburg, Virginia, that it hereby endorses the PY2025–PY2029 Consolidated Plan and supports the continued application for and use of Community Development Block Grant funding as outlined in the Plan to improve housing, infrastructure, public services, and neighborhood conditions for the residents of Petersburg.

CITY OF PETERSBURG VIRGINIA  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2025\_2029 Consolidated Plan



I.

## II. Executive Summary

### A. ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The Consolidated Plan describes the city's 5-year goals related to affordable housing, neighborhood facilities and infrastructure, public services and other community-based needs. It serves as a blueprint for how the city of Petersburg Virginia plans to spend its annual funding allocation from the U.S. Department of Urban Development (HUD). The plan was developed through a comprehensive process involving the community development block grant advisory board, public hearing of needs and survey. The final draft will be used in allocating Community Development Block Grant (CDBG) funding and will also be used in conjunction with the city's Comprehensive and Strategic Plan. The Consolidated Plan will be effective program years July 1, 2025, through June 30, 2029.

#### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The findings from the public hearing of needs, survey and community meetings did show the following areas of public service for the city to address:

- continued improvement of parks, green spaces and recreational facilities
- youth development programming and activities for youth engagement
- job creation
- slum and blight, sidewalk and street repairs, water, sewer and drainage upgrades
- support for the already existing collaborative networks focused on continuum of care and social services

#### 3. Evaluation of past performance

The Consolidated Annual Performance and Evaluation Report (CAPER) outlines the performance of the City on the administration of the CDBG funded activities for the year. The final report must be submitted to HUD within 90 days following the end of the program year. Prior to submitting the CAPER, the City will obtain comments from the public, including residents and organizations. The City will notify the public regarding the availability of the draft CAPER for public review and comment. The public review and comment period for the CAPER will be no less than 15 calendar days.

The City of Petersburg has made progress in timeliness and with the completion of its program year 2023\_fiscal year 2024 projects and activities. The HUD office acknowledged the City of Petersburg Virginia's programmatic accomplishments during PY2023\_FY2024 and concluded that the City has the capacity to carry out its community planning and development programs and met reporting requirements. The current program year 2024\_fiscal year 2025 projects are making progress and successfully coming to a close.

#### **4. Summary of citizen participation process and consultation process**

The CDBG Advisory Board Chair met with city council members in one on one engagements; the advisory board also hosted a public hearing of needs and launched a survey; additionally, potential subrecipients were able to pitch their proposals in a public meeting of the advisory board. The proposed consolidated plan and year 1 annual action plan will be available on a public forum for 30 days for the public to submit comments.

#### **5. Summary of public comments**

Comments from the public hearing of needs included references to:

- educational and support services youth
- support for job creation and securing employment such as vocational counseling, skills building and technical training
- improvement and creation of green spaces for family recreation and entertainment
- improving the city's infrastructure and eliminating urban blight

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

N/A

#### **7. Summary**

The Community Development Block Grant (CDBG) will support a range of initiatives outlined in the Consolidated Plan, and year 1 annual action plan. The funds will be utilized to promote sustainable community growth. Funding will prioritize youth development through expanded educational and recreational programs and improvements to parks and recreational facilities, while also enhancing public health and quality of life by improving and increasing access to green spaces. The grant will also support existing Continuum of Care efforts and collaborations that are coordinating services and resources. CDBG funds will support infrastructure improvements, including critical repairs and upgrades to the city's infrastructure, alongside strategic efforts to eliminate urban blight through property revitalization, fostering safer and more vibrant neighborhoods.

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### III. The Process

#### A. PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

##### 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PETERSBURG	Planning & Community Development

**Table 1 – Responsible Agencies**

#### Narrative

The City of Petersburg Virginia is preparing its Consolidated Plan (Con Plan) for Program Years (PY) 2025-2029 \_ Fiscal Years (FY) 2026-2030. The plan outlines goals and objectives for the next five-year period and how CDBG funds will best be used to meet the city’s community development needs. The year 1 annual action plan is a part of the consolidated plan.

#### Consolidated Plan Public Contact Information

City of Petersburg Virginia

Community Development Block Grant Administrator, Department of Planning and Community Development

135 N. Union Street

Petersburg VA 23803

<https://www.petersburgva.gov/2300/Staff-Directory>

1-804-733-2308

## **B. PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**

### **1. Introduction**

The City of Petersburg VA Consolidated Plan (Con Plan) for Program Years (PY) 2025-2029 \_ Fiscal Years (FY) 2026-2030 outlines goals and objectives for the next five-year period and shows how CDBG funds will best be used to meet the city's community development needs. The year 1 annual action plan is a part of the consolidated plan. The City's CDBG Advisory Board hosted monthly meetings and a public "hearing of needs" was held on March 12, 2025. The community development block grant administrator was able to observe city council meeting public comment periods regarding community development matters such as critical home repair and addressing the needs of homeless citizens. A Community Development Consolidated Plan Survey was administered from April 4, 2025 to May 7, 2025; the survey received forty (40) responses.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

The City of Petersburg, Virginia, employs a multifaceted approach to enhance coordination between public housing providers and health, mental health, and service agencies, aligning with HUD's Consolidated Plan requirements under 24 CFR 91.215(I).

#### **Key Coordination Mechanisms**

**1. Petersburg Housing Network (PHN):** Established in 1991, the PHN is a collaborative platform comprising public and private housing and support service providers. Chaired by the Executive Director of the Petersburg Redevelopment and Housing Authority (PRHA), the network facilitates regular communication and joint planning to address housing and community development needs.

**2. Resident Services at PRHA:** PRHA offers programs aimed at promoting self-sufficiency and quality of life for residents. These include food pantries, tenant meetings, and community engagement activities, which are supported by partnerships with local organizations and funded through HUD resources.

**3. Resident Services Coordination Program by PCDC:** The Petersburg Community Development Corporation (PCDC) provides on-site coordinators who assist residents in accessing health, nutrition, education, and employment services. This program emphasizes collaboration with community-based providers to deliver comprehensive support.

**4. Community Development Block Grant (CDBG) Program:** Administered by the City's Department of Planning and Community Development, the CDBG program involves public hearings and a Citizens

Advisory Board to identify community needs and allocate funds effectively. This process encourages input from various stakeholders, including housing and service providers.

**5. Partnership for Petersburg:** This state-led initiative brings together local, state, and private entities to address health disparities and improve community well-being. Notable achievements include the establishment of a maternal health hub, expansion of before and after-school care, and the launch of a resource center offering health clinics and telemedicine services.

**6. MolinaCares Partnership for Petersburg:** MolinaCares, in collaboration with Molina Healthcare of Virginia, has invested over \$430,000 to enhance access to care. Initiatives include creating calming rooms in schools, providing childcare scholarships for single mothers, and supporting programs focused on health literacy and maternal health.

Through these examples of coordinated efforts, Petersburg effectively integrates housing, health, and social services to support its residents, ensuring a holistic approach to community development.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The City of Petersburg, Virginia, collaborates with Continuum of Care (CoC) service providers to address homelessness, focusing on chronically homeless individuals and families, veterans, families with children, and unaccompanied youth. This partnership involves coordinated efforts among local government agencies, nonprofits, and housing authorities to provide comprehensive services and support.

**Coordinated Systems and Partnerships**

Petersburg is part of the Crater Region, which includes the cities of Petersburg and Hopewell, and several surrounding counties. This region is a member of the Virginia Balance of State Continuum of Care and has been recognized for its effective coordination in addressing homelessness. In 2021, the Crater Region achieved "functional zero" for veteran homelessness, meaning there were fewer veterans experiencing homelessness than could be routinely housed within a month.

The Petersburg Housing Network, established in 1991, serves as the primary coordination mechanism for housing and support services in the city. This network includes public and private sector providers and is chaired by the Executive Director of the Petersburg Redevelopment and Housing Authority (PRHA).

**Supportive Housing and Emergency Services**

The PRHA administers the Housing Choice Voucher Program (Section 8), which offers rental assistance to qualified families. Additionally, the PRHA has been awarded 15 Emergency Housing Vouchers (EHVs) to assist individuals and families experiencing homelessness, including unaccompanied youth aged 18–24. Eligibility for EHVs requires a referral from the Crater Area Coalition on Homelessness.

Local shelters and crisis services further support these efforts. For instance, the Crisis Assistance Response Emergency Services (CARES) provides emergency shelter for women and children, along with essential supplies and services.

### **Youth-Focused Initiatives**

The Crater Area Coalition on Homelessness has received funding to expand outreach and housing solutions for unaccompanied youth aged 18–24 in Petersburg. This initiative builds upon the Petersburg High School Pilot Program and includes targeted youth outreach, housing solutions, and youth-driven system planning.

### **Chronic Homelessness and Supportive Housing**

The Virginia Housing Trust Fund has awarded grants to support permanent supportive housing for chronically homeless individuals. These grants fund housing stabilization services and case management to assist individuals in maintaining stable housing.

### **Community Engagement and Grassroots Efforts**

Community involvement plays a crucial role in addressing homelessness in Petersburg. A grassroots initiative led to the opening of an overnight men's shelter at 22 North South Street, a building donated by a city council member and renovated with community volunteer support.

### **Conclusion**

Petersburg's coordinated approach, involving local government, housing authorities, nonprofits, and community members, demonstrates a comprehensive effort to address homelessness. Through targeted programs, supportive services, and community engagement, the city strives to meet the needs of its most vulnerable populations.

### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

N/A. The city of Petersburg VA does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

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**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	HOPE Center
	<b>Agency/Group/Organization Type</b>	non-profit food pantry and lunch program Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Economic Development non-profit utilities assistance
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
2	<b>Agency/Group/Organization</b>	Peoples Advantage Federal Credit Union Helping Hands
	<b>Agency/Group/Organization Type</b>	Credit Union Foundation Community Development Financial Institution
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Economic Development Eviction Prevention/Financial Education
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
3	<b>Agency/Group/Organization</b>	The B.R.A.V.E. Project Inc.
	<b>Agency/Group/Organization Type</b>	Services-Education Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Youth Services
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.

4	<b>Agency/Group/Organization</b>	JJD Heart Foundation
	<b>Agency/Group/Organization Type</b>	Services-Health Services-Education health and hygiene access Foundation Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs heart health promotion
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
5	<b>Agency/Group/Organization</b>	St. Joseph's Villa/Flager Housing Resource Center
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
6	<b>Agency/Group/Organization</b>	Elder Homes Inc, VA
	<b>Agency/Group/Organization Type</b>	Housing dba as projectHomes
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy Non-Homeless Special Needs Economic Development Community Development Corporation

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
7	<b>Agency/Group/Organization</b>	Virginia Employment Commission Petersburg
	<b>Agency/Group/Organization Type</b>	Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
8	<b>Agency/Group/Organization</b>	Department of Veterans Service
	<b>Agency/Group/Organization Type</b>	Services-Employment Other government - Federal
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Veterans Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.
9	<b>Agency/Group/Organization</b>	Rotary Club of Petersburg VA
	<b>Agency/Group/Organization Type</b>	Civic Leaders social welfare organization
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This organization participated in the public hearing of needs and maintained ongoing communication with the city's planning and community development CDBG administration.

**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CACH	The focus on strategic resource targeting is an overlap, especially in regards to data driven decision making. The city's strategic plan seeks to increase housing stock, to foster comprehensive services that enable community resilience and foster sustainable development.

**Table 3 – Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

Via collaboration, coordination and participation with the Crater Planning District Commission, the city of Petersburg VA partners with state regional and local partners such as DHCD, DEQ, and DHR to address projects addressing the environment, transportation, recreation, historic preservation and economic development for example.

**Narrative (optional):**

In addition to the sample of organizations listed here, the City of Peterburg VA CDBG program will align with the "PetersburgNEXT" plan, which is the city's comprehensive plan. The development of the comprehensive plan involved extensive community engagement and collaboration with various stakeholders.

As the primary consulting firm, the Berkley Group led the planning process, conducting a diagnostic report, facilitating community workshops, and drafting the plan's chapters. Their efforts were instrumental in shaping the comprehensive plan.

Collaborating with Berkley Group, the city's school district engaged high school students in interactive activities, such as mapping school routes and creating future land use maps, to incorporate youth perspectives into the planning process.

The City Council and the Planning Commission were actively involved in the consultation process; these governing bodies participated in interviews, bimonthly work sessions, and public hearings to ensure that the plan reflects community input. The CDBG Advisory Board Chair conducted one on one meetings

## Demo

with members of the Petersburg City Council, to obtain their input regarding the CDBG year one annual action plan potential subrecipients.

The public participated through online surveys, focus groups, open houses, and workshops, providing valuable feedback that influenced the plan's development.

Eight focus group meetings included professionals and experts from various local, regional and state sectors, offering insights into housing, transportation, economic development, and environmental stewardship.

This collaborative approach ensured that the comprehensive plan addressed the diverse needs and aspirations of Petersburg's residents and stakeholders.

The City's Planning and Community Development Department, Community Development Block Grant Administrator and members of the CDBG Advisory Board actively participated in local community coalition and consortium meetings such as the Cameron Foundation's "Partners for Neighborhood Renewal \_Poplar Lawn meetings, and the Healthy Start Loving Steps Community Action Network (CAN), which is now called their consortium. There have been meetings with the Department of Social Services, interactions with the Housing Authority and other processes for community engagement have occurred.

**C. PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

On Wednesday, March 12, 2025, the CDBG Advisory Board hosted a public hearing of needs in accordance with its citizen participation plan. The hearing of needs event was advertised in the local Progress Index newspaper and on the city's website and social media. Notices were posted in the library and local area public spaces such as cafes and coffee shops. The event was hosted at the Virginia Community resource Centers, which is centrally located in the city and easily accessible by public transportation. Persons that required special accommodation were instructed to contact the city's CDBG administrator in advance of the event.

This public hearing of needs served to inform the advisory board recommendations to city council, and enabled citizens to express their views and concerns. The intention behind the event was to ensure a thorough consideration of all perspectives and potential impacts

**Citizen Participation Outreach**

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
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Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	23	Citizens in attendance at the Peterburg VA CDBG Public Hearing of Needs shared that it is their hope that CDBG funding is administered in a manner in which recipients of services may be able to recognize	N/A	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				<p>their personal dignity. Some areas of concern included educational support services and assistance for students from pre-K onward, especially in the areas of science, technology, and mathematics, in</p>		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				<p>addition to vocational programs for example. Improvements to facilities such as schools, parks and public spaces. The city's infrastructure and the elimination, or remediation of blight</p>		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
				were also mentioned.		

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Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Survey	Non-targeted/broad community	40 Responses	Affordable housing and the need for activities for youth and families (such as accessible parks, green spaces and recreational facilities) stood out as top comments, in addition to addressin	N/A	<a href="https://forms.office.com/Pages/AnalysisPage.aspx?AnalyzerToken=jnHAHtXvt3ffQQR5PkFaXDYN2Ia1uEpN&amp;id=d0pdkRGCakWXpDE1-znEKrWSapaSiVNBmXJZ-ghmWklUOTVVQ0d">https://forms.office.com/Pages/AnalysisPage.aspx?AnalyzerToken=jnHAHtXvt3ffQQR5PkFaXDYN2Ia1uEpN&amp;id=d0pdkRGCakWXpDE1-znEKrWSapaSiVNBmXJZ-ghmWklUOTVVQ0d</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
				g crime, and slum/blight. Job creation and affordable child care were also top concerns.		

**Table 4 – Citizen Participation Outreach**

## IV. Needs Assessment

### A. NA-05 Overview

#### Needs Assessment Overview

Housing and economic stability were areas of concern, in addition to the environment and infrastructure. Approximately 82% of the city's 17,941 housing units are occupied, with 63% being renter-occupied, according to the Virginia Tech study. The study also showed that 22.2% of residents live in poverty, and the unemployment rate is higher than the state average.

These assessments identified a need for financial literacy programs to support families with navigating credit, debt management, savings, investments and home ownership.

The results loosely align with the findings from the public hearing of needs, the survey and community meetings, which showed the following areas of need to be addressed:

- continued improvement of parks, green spaces and recreational facilities
- youth development programming and activities for youth engagement
- job creation
- slum and blight, sidewalk and street repairs, water, sewer and drainage upgrades
- support for the already existing collaborative networks focused on continuum of care and social services

Comments from the public hearing of needs included references to:

- educational and support services youth
- support for job creation and securing employment such as vocational counseling, skills building and technical training
- improvement and creation of green spaces for family recreation and entertainment
- improving the city's infrastructure and eliminating urban blight

The Community Development Block Grant (CDBG) program intends to support initiatives that improve the quality of life, and economic stability of the city's residents.

**B. NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)**

**Summary of Housing Needs**

The city of Petersburg is experiencing shifts in the affordability of the housing market, due to rising home prices and increased rents. In the past year, the city experienced a 21.5% increase in home sale prices. In spite of this trend, homeownership is more affordable than in neighboring localities. However, LMI renters may be feeling a strain. In addition to rent increases, the housing stock in Petersburg averages 53 years in age, contributing to high maintenance costs and management challenges.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	32,125	30,790	-4%
Households	12,805	13,230	3%
Median Income	\$31,798.00	\$43,029.00	35%

**Table 5 - Housing Needs Assessment Demographics**

**Data Source:** 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

**Number of Households Table**

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,490	2,135	3,420	1,530	2,660
Small Family Households	1,020	630	955	630	955
Large Family Households	100	180	125	75	65
Household contains at least one person 62-74 years of age	810	525	700	280	945
Household contains at least one person age 75 or older	469	285	375	170	235
Households with one or more children 6 years old or younger	395	369	385	150	155

**Table 6 - Total Households Table**

**Data Source:** 2016-2020 CHAS

**Housing Needs Summary Tables**

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Substandard Housing - Lacking complete plumbing or kitchen facilities	45	0	65	10	120	20	0	0	0	20
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	10	40	10	60	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	30	60	30	35	155	4	30	0	20	54
Housing cost burden greater than 50% of income (and none of the above problems)	1,760	385	90	0	2,235	360	255	20	25	660

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	265	510	565	4	1,344	100	330	210	90	730
Zero/negative Income (and none of the above problems)	160	0	0	0	160	60	0	0	0	60

**Table 7 – Housing Problems Table**

Data 2016-2020 CHAS  
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Having 1 or more of four housing problems	1,830	450	220	50	2,550	385	285	20	45	735
Having none of four housing problems	995	735	2,065	865	4,660	280	660	1,115	565	2,620
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

**Table 8 – Housing Problems 2**

Data 2016-2020 CHAS  
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	615	300	34	949	160	150	80	390
Large Related	45	50	20	115	0	40	10	50
Elderly	540	185	100	825	240	170	115	525
Other	895	370	525	1,790	74	230	25	329
Total need by income	2,095	905	679	3,679	474	590	230	1,294

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS  
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	135	135	130	55	0	185
Large Related	0	0	0	0	0	0	0	0
Elderly	415	115	0	530	175	65	20	260
Other	0	775	135	910	70	0	0	70
Total need by income	415	890	270	1,575	375	120	20	515

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS  
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	30	70	55	35	190	4	4	0	4	12

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	0	15	0	15	0	30	0	15	45
Other, non-family households	0	0	0	10	10	0	0	0	0	0
Total need by income	30	70	70	45	215	4	34	0	19	57

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source  
Comments:

**Describe the number and type of single person households in need of housing assistance.**

It is estimated that 41% of households in the City of Petersburg are considered single person households. A significant number of these single person households are seniors aged 65 or older, living on a fixed income and having increased healthcare expenses.

**Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.**

The census.gov, reveals that approximately 16.8% of individuals under 65 in Petersburg have a disability. The Petersburg VA Redevelopment Housing Authority Reports that in their managed public housing, 11.59% of units are designated for disabled residents. Additionally the Housing Authority has been awarded 15 emergency housing vouchers (EHVs) to assist individuals and families experiencing homelessness, including those fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking.

**What are the most common housing problems?**

Infestations, inadequate heating and cooling systems, unfair housing practices, illegal evictions, blighted properties (approximately 18% of the city's housing units are unoccupied/vacant), criminal activity, absentee landlords, older housing stock with outdated plumbing and electrical systems... Residents report problems such as foundation issues, roofing, and drainage.

**Are any populations/household types more affected than others by these problems?**

Low to moderate income persons are the most affected, whether they are elderly, disabled or parenting households. With a poverty rate hovering around 30%, many Petersburg residents struggle to afford decent housing. The combination of low income and high housing costs forces many individuals and families to live in substandard conditions or overcrowded situations. Affordable housing options are limited, and the demand for assistance often exceeds availability.

**Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance**

Children age 5 and under experience poverty at a rate of 26.8%. Youth 16-17 experience poverty and risk of homelessness at a rate of 47.3%. Many Low-income households rent; 74.3% of families below poverty level rent. Lack of employment opportunities, high medical expenses, rental expenses higher than 30% of income, and emergencies may lead this population to not pay rent. Each household has unique circumstances causing housing instability.

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

Petersburg defines at-risk groups as individuals and families facing housing instability due to various socio-economic factors. The city's methodology combines federal definitions, local data collection, and community engagement to assess needs and allocate resources effectively.

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

There has been a recent uptick in housing development in certain areas of Petersburg, yet there are still concerns that this growth may lead to gentrification. As property values rise, long-term residents, particularly those with fixed incomes, may be displaced, exacerbating existing affordability issues. Ensuring that new developments include affordable housing options is crucial to prevent further socioeconomic divides.

## Discussion

Petersburg's housing challenges are multifaceted, involving a combination of blighted properties, substandard living conditions, aging infrastructure, affordability issues, and limited resources for maintenance and enforcement. Addressing these problems requires a coordinated effort from local, state, and federal entities, as well as community involvement, to ensure that all residents have access to safe, decent, and affordable housing.

DRAFT

**C. NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

In Petersburg, Virginia, housing and community development challenges disproportionately affect Black residents. Petersburg's population is predominantly Black or African American, comprising approximately 77.3% of residents, with White residents making up about 16.6%.

**0%-30% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,585	910	0
White	335	75	0
Black / African American	2,100	775	0
Asian	10	10	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	70	45	0

**Table 13 - Disproportionally Greater Need 0 - 30% AMI**

Data Source: 2016-2020 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**30%-50% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,575	555	0
White	205	85	0
Black / African American	1,250	470	0
Asian	8	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	100	0	0

**Table 14 - Disproportionally Greater Need 30 - 50% AMI**

Data 2016-2020 CHAS  
Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**50%-80% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,015	2,400	0
White	155	440	0
Black / African American	680	1,865	0
Asian	0	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	90	45	0

**Table 15 - Disproportionally Greater Need 50 - 80% AMI**

Data 2016-2020 CHAS  
Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**80%-100% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	190	1,340	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	25	225	0
Black / African American	145	945	0
Asian	0	4	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	20	30	0

**Table 16 - Disproportionally Greater Need 80 - 100% AMI**

Data 2016-2020 CHAS  
 Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**Discussion**

Black residents in Petersburg face compounded challenges related to housing, economic stability, and health, stemming from systemic inequities. Addressing these disparities requires targeted community development efforts, equitable housing policies, and comprehensive support services to ensure all residents have access to safe, affordable, and healthy living conditions.

**D. NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

The majority (over 75%) of the city's citizens in Petersburg make up a homogeneous group. As a group they face significant housing challenges. 1 in 5 of the majority group live below the poverty line. This group of residents has lower homeownership rates. Housing conditions that are substandard impact this group of residents disproportionately; this includes conditions that may pose health and environmental risks.

**0%-30% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,215	1,275	0
White	245	160	0
Black / African American	1,850	1,030	0
Asian	10	10	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	40	75	0

**Table 17 – Severe Housing Problems 0 - 30% AMI**

Data Source: 2016-2020 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**30%-50% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	735	1,395	0
White	55	235	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	640	1,080	0
Asian	0	8	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	45	55	0

**Table 18 – Severe Housing Problems 30 - 50% AMI**

Data 2016-2020 CHAS  
Source:

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

**50%-80% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	240	3,180	0
White	25	565	0
Black / African American	150	2,405	0
Asian	0	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	65	70	0

**Table 19 – Severe Housing Problems 50 - 80% AMI**

Data 2016-2020 CHAS  
Source:

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

**80%-100% of Area Median Income**

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	95	1,430	0
White	10	235	0
Black / African American	65	1,025	0
Asian	0	4	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	20	30	0

**Table 20 – Severe Housing Problems 80 - 100% AMI**

Data 2016-2020 CHAS  
Source:

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**Discussion**

A majority group of residents in Petersburg experience a disproportionately greater need for safe, affordable, and quality housing compared to the general population, reflecting system and infrastructure challenges that persist across economic, health, and community development dimensions. There is a need for greater investment in infrastructure and community development, regarding improvements to neglected housing stock and limited supportive services.

**E. NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction:**

Existing data on the city's housing cost burden suggests that a significant portion of households face affordability challenges. Statewide, approximately 30% of households are considered "cost-burdened," meaning they spend more than 30% of their income on housing expenses. This issue is particularly acute small localities such as the city of Petersburg VA.

**Housing Cost Burden**

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	7,825	2,200	2,965	235
White	1,360	405	300	30
Black / African American	5,865	1,585	2,470	195
Asian	170	8	10	10
American Indian, Alaska Native	14	0	25	0
Pacific Islander	0	0	0	0
Hispanic	255	110	120	0

**Table 21 – Greater Need: Housing Cost Burdens AMI**

Data Source: 2016-2020 CHAS

**Discussion:**

In respect to the statewide trends, it's reasonable to infer that Petersburg residents, especially those with lower incomes, experience significant housing cost burdens. Factors contributing to this include limited affordable housing options, economic disparities, and rising housing costs. Addressing these challenges requires targeted policies and investments to improve housing affordability and availability in the region.

**F. NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)**

**Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?**

As of the most recent data, the median household income in Petersburg, Virginia, is approximately \$44,890. However, income levels vary significantly across different racial and ethnic groups within the city. Keep in mind that a household of 7 with an income of \$44,890 would be below the poverty line regardless of race or ethnicity. According to beautifydata.com, Black residents have the lowest median, average and per capita income than any other identified group.

**If they have needs not identified above, what are those needs?**

To improve income outcomes for residents in Petersburg, the city must implement a comprehensive, opportunity-focused economic development strategy. This includes improving education k-12 and college and/or workforce development, entrepreneurship/small business investment and technical support, housing stability and homeownership access, healthcare, and support systems—all rooted in community engagement and culturally responsive planning.

**Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?**

N/A. According to the U.S. Census Bureau, as of 2023, approximately **77.3%** of the city's population is homogeneous. Census tracts 8109 and 8110 lack readily available income data and may not be considered as low - moderate income (LMI) areas.

**G. NA-35 Public Housing – 91.205(b)**

**Introduction**

For detailed information or to address specific concerns, contacting the Petersburg Redevelopment and Housing Authority directly is recommended. They can provide the most current data and resources regarding accessible housing options and waiting lists.

**Totals in Use**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	344	688	99	586	0	0	0

**Table 22 - Public Housing by Program Type**

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

**Characteristics of Residents**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	10,612	12,976	10,689	13,331	0	0	
Average length of stay	0	0	7	5	4	6	0	0	

Demo

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Household size	0	0	2	2	1	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	102	114	42	72	0	0
# of Disabled Families	0	0	67	178	47	131	0	0
# of Families requesting accessibility features	0	0	344	688	99	586	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	14	23	8	15	0	0	0
Black/African American	0	0	329	665	91	571	0	0	0

Demo

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Asian	0	0	1	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	19	21	6	15	0	0	0
Not Hispanic	0	0	325	667	93	571	0	0	0

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

**Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:**

Specific data on the needs of public housing tenants and applicants on the waiting list for accessible units in Petersburg, Virginia, is not publicly available. However, based on general trends and the requirements outlined in Section 504 of the Rehabilitation Act of 1973, we can infer several key needs: increased availability of accessible units, timely access to accessible housing, and adequate housing for diverse disabilities. Beyond structural accessibility, tenants may require reasonable accommodations or modifications to fully utilize their housing. This could include changes to policies or physical alterations to units to meet the specific needs of individuals with disabilities.

**Most immediate needs of residents of Public Housing and Housing Choice voucher holders**

The Petersburg Redevelopment and Housing Authority (PRHA) manages approximately 1,151 public housing units. PRHA administers 988 Housing Choice Vouchers (formerly Section 8), providing rental assistance to low-income families in the private rental market. The majority of households in these programs are headed by females (87%) and are predominantly Black (98%). With a significant portion of the population earning less than 30% of the Area Median Income (AMI), there is a pressing need for more affordable and accessible housing options. There is a demand for larger units, particularly two- and three-bedroom apartments, to accommodate families. Overcrowding in smaller units is a concern. Many residents require access to support services, including job training, childcare, and transportation assistance, to improve their quality of life and achieve self-sufficiency. The PRHA has been awarded 15 Emergency Housing Vouchers (EHVs) to assist individuals and families experiencing homelessness or fleeing domestic violence.

**How do these needs compare to the housing needs of the population at large**

The median income for households in public housing and those receiving Section 8 assistance is significantly lower than the city's overall median income. This highlights the economic challenges faced by these residents. The general population also faces housing affordability issues, with a significant percentage of households spending more than 30% of their income on housing. However, the challenges are more acute among public housing residents and voucher holders. While the general population may possibly have better access to support services, residents of public housing and voucher holders often face barriers to accessing these services, exacerbating their housing and economic challenges.

## Discussion

The immediate needs of public housing residents and Housing Choice Voucher holders in Petersburg are multifaceted, encompassing the need for affordable and accessible housing, larger family-sized units, support services, and emergency housing assistance. These needs are more pronounced compared to the general population, underscoring the importance of targeted policies and investments to address these disparities.

DRAFT

## H. NA-40 Homeless Needs Assessment – 91.205(c)

### Introduction:

Petersburg, Virginia, is actively addressing homelessness through community advocacy and non-profits that are supporting the existence of emergency shelters continuum of care services. Please refer to the published results of the Crater Area Coalition on Homelessness, Point-in-Time counts, and shelter data: <https://www.homewardva.org/point-in-time-count>. What stands out in this report is that 45% of individuals identified as experiencing homelessness were over 55 years old, highlighting a growing trend of older adults being affected by displacement. Families with minor children accounted for 5.5% of the identified homeless. Economic hardship and housing loss are leading causes of homelessness, according to those surveyed as part of the PIT count. Approximately 50 percent of respondents cited cost of housing, unemployment, or eviction as the primary reason they are experiencing homelessness. Additionally, more than 25 percent stated that the breakdown of a family or relationship was their primary cause for homelessness.

**If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

- Chronically Homeless Individual and Families: Individuals (or families) with a disabling condition who have been continuously homeless for at least 12 months or experienced at least four episodes of homelessness in the past three years.
- Families with children: Households with at least one adult and one child under 18 experiencing homelessness.
- Unaccompanied youth: Individuals under age 25 who are not part of a family unit or who are parenting alone.
- Victims of domestic violence: Individuals or families fleeing domestic violence, dating violence, sexual assault, or stalking.
- Veterans: Individuals with prior military service experiencing homelessness.

## Demo

- Unsheltered homeless: Individuals living in places not meant for habitation (cars, tents, streets).
- Individuals at imminent risk of homelessness: People who are at risk of losing their housing within 14 days and have no subsequent residence or resources to obtain housing.

DRAFT

**Nature and Extent of Homelessness: (Optional)**

<b>Race:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
<b>Ethnicity:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments:

See the Crater Area Coalition on Homelessness

**Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.**

Specific data on the racial and ethnic breakdown of the homeless population in Petersburg is limited, available information indicates that Black and Hispanic residents are disproportionately affected by homelessness. Addressing these disparities requires targeted interventions, increased data collection, and community-driven solutions to ensure the opportunity to access housing and support services. Please contact the Crater Area Coalition on Homelessness for additional information.

**Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

The January 2025 Point-in-Time (PIT) count recorded 660 individuals experiencing homelessness in the region. While homelessness is a regional concern, with potential racial disparities affecting the broader area, homelessness in Petersburg, Virginia, disproportionately affects Black and Hispanic residents, reflecting broader regional and national disparities. While comprehensive, up-to-date racial and ethnic breakdowns specific to the homeless population in Petersburg are limited, available data and regional trends provide insight into these disparities.

**Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

CARES, Inc.: Operates two shelters with a total of 42 beds, serving approximately 1,500 individuals annually. South Dunlop Street Shelter: A grassroots initiative led by Pat Hines, offering overnight shelter for up to 15 men during the winter. The shelter operates with donations and volunteer support. In Petersburg, the combination of limited shelter capacity and the high number of unsheltered individuals underscores the need for expanded services and resources. Community advocacy groups continue to

push for increased support, including the establishment of additional shelters and long-term housing solutions, to address the ongoing homelessness crisis in Petersburg.

**Discussion:**

Petersburg is making concerted efforts to address homelessness through shelters, supportive services, and community advocacy. However, challenges persist, including limited shelter capacity and high eviction rates. Continued collaboration among city officials, nonprofit organizations, and community members is essential to develop sustainable solutions and ensure that all residents have access to safe and stable housing.

## **I. NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)**

### **Introduction:**

In Petersburg, Virginia (ZIP codes 23803 and 23805), "special needs" populations encompass various groups with unique characteristics that influence urban planning and community development. Understanding these characteristics is crucial for effective planning and development of services that meet the needs of special needs populations in Petersburg.

### **Describe the characteristics of special needs populations in your community:**

**Disability prevalence:** Approximately 16.8% of individuals under age 65 report having a disability. The school district reports serving 431 students with disabilities in the 2023-2024 school year (this accounts for 9.6% of enrollment). Disabilities includes persons living with intellectual and developmental (IDD) needs.

**Age distribution:** 23% of the city's population is under 18 years of age. 17% is 65 and over. these age groups have specific needs related to education, healthcare and social services.

**Education attainment:** 87.0% of residents aged 25 and over have a high school diploma or higher, and 25.0% hold a bachelor's degree or higher. In the school district, 310 students (approximately 6.8%) are English learners, indicating a need for language support services.

**Economic disadvantage:** A significant portion of the population faces economic challenges. 21.1% of residents live below the poverty line. In the school district, 2,179 students (approximately 47.6%) are economically disadvantaged.

**Mental health:** The Virginia Well Being dashboard reports that 22.8% of Virginia adults have a diagnosed mental illness. The US News and World Report suggests that approximately 18.7% of adults in Petersburg report frequent mental distress; the report uses sources such as the CDC's Behavioral Risk Factor Surveillance System (BRFSS).

Substance use disorder is often associated with mental health. There may be a need for more targeted and connected services to support this population.

**Formally incarcerated persons:** While precise current figures for formally incarcerated citizens in Petersburg are not available, regional insights suggest that a notable portion of the city's population may have been impacted by incarceration. According to a July 2022 prison policy initiative report, the city of Petersburg VA is missing a large share of its population to incarceration with an incarceration rate of 1632 per 100,000. This underscores the importance of targeted reentry and support services to assist

individuals that may transition back into the community, and the families/loved ones that support them (or in some cases are supported by...).

Foster care and family support: The city's Resource Family Program focuses on recruiting and supporting foster, adoptive, and kinship caregivers to maintain children's connections within their communities. This initiative aims to reduce the trauma associated with foster care placements and strengthen community networks. For more detailed information, visit <https://www.petersburgva.gov/328/Permanency>.

Data sources: [vpm.org/news/2022-07-14/report-](http://vpm.org/news/2022-07-14/report-); [prisonpolicy.org/origin/va/2020/report.html](http://prisonpolicy.org/origin/va/2020/report.html); [city-data.com](http://city-data.com); [d19csb.com](http://d19csb.com); and [petersburgva.gov](http://petersburgva.gov).

### **What are the housing and supportive service needs of these populations and how are these needs determined?**

The housing and supportive service needs of special needs populations in Petersburg, VA (ZIP codes 23803 and 23805), are shaped by socioeconomic vulnerabilities, health disparities, and system structure regarding access to opportunity. These needs are assessed through a combination of local data collection, federal mandates, community input, and service provider feedback. Key housing and supportive needs are affordable and accessible housing is also safe and stable for low to moderate income persons and families, person with disabilities, seniors ... The drivers of this need are a poverty rate of 21.1%, limited low-moderate income housing stock, and a 16.8% disability prevalence. Ways to support this need are establishing more ADA compliant housing units, creating rent subsidies and providing emergency and transitional housing with a continuum of care (CoC) plan. Adjacent needs include permanent supportive housing (PSH), support for serious mental illness, support for substance use disorders, in-home support services for persons with physical and/or cognitive disabilities, transportation services (this is critical for accessing employment opportunities, medical care, fresh produce etc.). These needs are determined by community health assessments, school system data, point in time counts, public housing authority plans, state and regional health and human services data and other community based surveys and focus groups.

### **Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

As of the most recent data, the Richmond-Petersburg Metropolitan Statistical Area (MSA), which includes Petersburg, Virginia, has an estimated 355 individuals living with HIV, equating to a prevalence rate of approximately 1.28% of the population. This rate is notably higher than the state average of 0.4%. According to the Virginia Department of Health and CDC websites, the following statements are true: Gender Distribution: The majority of individuals living with HIV are male, consistent with broader national trends. Age Group: The highest burden of HIV is observed in individuals aged 50 and older, reflecting both historical diagnoses and challenges in later-life testing and care. Ethnicity: Black or African American individuals are disproportionately affected by HIV in Virginia, including the Petersburg

area. Transmission Risk: The most commonly reported mode of transmission is male-to-male sexual contact (MSM). Some available supportive services for families include: Central Virginia Health Services: Offers a range of services, including HIV testing, prevention education, PrEP (Pre-Exposure Prophylaxis), medication adherence counseling, and case management; and, Free STD Testing Clinics: Provide confidential, same-day HIV testing and counseling, contributing to early detection and linkage to care.

**If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))**

N/A

**Discussion:**

Based on the analysis above, a comprehensive discussion about the special needs of Petersburg, Virginia—particularly in the context of community development and planning—should address the intersection of poverty, disability, housing instability, aging, health, and barriers to opportunity. Community development in Petersburg must take on a holistic approach that ensures data driven, locally informed decisions with ongoing community engagement opportunities.

## **J. NA-50 Non-Housing Community Development Needs – 91.215 (f)**

### **Describe the jurisdiction’s need for Public Facilities:**

The public school system has an aging infrastructure with decades old school buildings that are in need of repairs and modernization, technology upgrades and safety improvements. Police and fire station upgrades for the improvement of staff retention which will boost public safety and improve the emergency response infrastructure. There is a need for community recreation centers, spaces for youth programming, job training, senior services and event spaces, in addition to well-maintained outdoor recreation areas; the city is focused on improving its parks facilities (and green spaces). There is also a plan in place to improve and develop new medical facilities/health clinics.

### **How were these needs determined?**

These needs were determined based on a review of recent trends, community assessments, and public planning reports.

### **Describe the jurisdiction’s need for Public Improvements:**

Improvements to the public transportation infrastructure are on the radar with a focus on safe streets for all (roads, sidewalks, curb ramps, street lighting, traffic lights, speed bumps, improved signage...), bus shelters, and the provision of transportation to green groceries, medical appointments and employment centers for example. The city is also aware that its water, sewer line and watershed infrastructure is an aging system that is the cause of service disruptions, stormwaters drainage issues and requires green infrastructure solutions, especially for flood prone areas. Note: updates to parks/green spaces also falls under public improvements and beautification. The city is still diligently working to eliminate slum and blight through its code enforcement activities. See the city's capital improvement plan for more information about both public facilities and public improvement projects in the works.

### **How were these needs determined?**

These needs were determined based on a review of recent trends, community assessments, and public planning reports.

### **Describe the jurisdiction’s need for Public Services:**

The City of Petersburg, Virginia, faces deep-rooted and multifaceted challenges that create a strong need for expanded and improved public services; public services are operational programs that support

meeting essential needs for citizens. These needs may be shaped by economic distress/or poverty, aging, etc. and include services such as critical home repair, food pantry, utilities assistance, credit counseling, rent subsidies, youth programming, maternal/child health and family support services for example. Public services in Petersburg are critical for community health, safety, equity, and quality of life. Strategic investment in public services—especially those that are community-based and culturally competent—will be essential to the city's long-term revitalization.

### **How were these needs determined?**

Based on the city's Community Development Advisory Board's public hearings on need, the need for public services is great. Approximately 58.33% of the responses to a call for CDBG subrecipient applications were for public service projects and activities.

## V. Housing Market Analysis

### A. MA-05 Overview

#### Housing Market Analysis Overview:

The housing market in Petersburg, Virginia, has experienced significant growth and transformation in recent years, driven by factors such as affordability, proximity to urban centers, and increased investment in housing stock. The housing market in Petersburg, Virginia, has experienced significant growth and transformation in recent years, driven by factors such as affordability, proximity to urban centers, and increased investment in housing stock. Market Activity: Homes in Petersburg are selling more quickly, with Redfin noting an average of 43 days on the market in February 2025, up from 22 days the previous year. This indicates a somewhat competitive market, with some homes receiving multiple offers. Affordability: Compared to neighboring areas like Richmond, Petersburg offers more affordable housing options, attracting buyers seeking lower entry costs. As noted by the Richmond Times-Dispatch, Petersburg's home prices have increased by 135% since 2020, the highest percentage increase among over 3,000 counties nationwide. Proximity to Urban Centers: Petersburg's location near Richmond provides residents with access to urban amenities while maintaining a more suburban lifestyle, appealing to families and professionals. Investment in Housing Stock: The city has seen a surge in both new construction and home renovations. In 2024, there were 128 new homes under construction and 70 homes undergoing renovation, indicating a robust investment in the housing sector. Single-Family Homes: These properties dominate the market, with significant year-over-year price increases. For instance, the median price for 1-bedroom homes rose by 46.9%, while 4-bedroom homes saw a 15.9% increase. Inventory Levels: As of early 2025, there were 170 homes for sale in Petersburg, ranging from \$5,500 to \$1 million. The median listing price was \$240,000, reflecting a 9.9% increase from the previous year. Sale-to-List Price Ratio: Homes in Petersburg are selling for approximately 98.5% of the listing price, indicating that while the market is competitive, buyers may still negotiate below asking prices. Days on Market: The average time for homes to sell has increased to 43 days, up from 22 days the previous year, suggesting a slight cooling in the market. The Petersburg housing market is expected to continue its growth trajectory, driven by ongoing investments in housing, its strategic location near Richmond, and its appeal to buyers seeking affordable options. However, potential challenges include maintaining housing affordability amidst rising prices and ensuring that infrastructure keeps pace with development. Sources for this information: wtvr.com; realtor.com; Zillow.com; rocket.com; #richmondtimesdispatch at Richmond.com; and redfin.com.

## B. MA-10 Number of Housing Units – 91.210(a)&(b)(2)

### Introduction

As per the office of the city assessor, the goal of the biennial reassessment is to apply real estate mass appraisal methodologies, standards, and strategies to ensure that the real estate parcels are valued at the market rate. The City of Petersburg has approximately 15,000 parcels (residential, commercial, industrial, and agricultural). For residential properties (1 - 4 RES units), we are assessing based on the square footage, location, age/effective age, size, and condition. Please keep in mind we are conducting our assessment from the exterior of the home over 95% of the time. The city does not track the availability of residential properties (vacant/occupied) and the quality of stock as our inspections are done from the outside. The last reassessment was effective July 1, 2024 (FY2025), with the average residential home value of \$200,000 (10,734 residential structures). 10,125 Single Family Residence; 542 Duplex/2 Units; 36 Triplex/3 Units; 31 Quadraplex/4 Units. All residential properties (excluding land only parcels) increased \$52,558,000 from the FY2023 reassessment. All residential properties (including land only parcels) increased \$55,451,500 from the FY2023 reassessment. As of 2021, there has been 141 new constructed parcels. As of 2021, there has been 961 renovated (like new) parcels. 166 residential parcels built between 2001 – 2025. 608 residential parcels built between 1981 – 2000. 3,031 residential parcels built between 1961 – 1980. 3,602 residential parcels built between 1941 -1960. 1,199 residential parcels built between 1921 – 1940. 1,101 residential parcels built between 1900 – 1920. 1,027 residential parcels built 1899 and older.

### All residential properties by number of units

Property Type	Number	%
1-unit detached structure	8,550	52%
1-unit, attached structure	920	6%
2-4 units	2,295	14%
5-19 units	1,940	12%
20 or more units	2,330	14%
Mobile Home, boat, RV, van, etc	310	2%
<b>Total</b>	<b>16,345</b>	<b>100%</b>

**Table 26 – Residential Properties by Unit Number**

Data Source: 2016-2020 ACS

### Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	490	6%
1 bedroom	110	2%	2,170	26%
2 bedrooms	755	16%	3,070	36%
3 or more bedrooms	3,905	82%	2,730	32%

	Owners		Renters	
	Number	%	Number	%
<b>Total</b>	<b>4,770</b>	<b>100%</b>	<b>8,460</b>	<b>100%</b>

**Table 27 – Unit Size by Tenure**

Data Source: 2016-2020 ACS

**Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.**

The City of Petersburg, Virginia, offers a variety of housing assistance programs through federal, state, and local initiatives to support low- to moderate-income families, seniors, individuals with disabilities, and veterans. These programs aim to provide affordable rental and homeownership opportunities, as well as specialized support for vulnerable populations. The Petersburg Redevelopment and Housing Authority (PRHA) manages approximately 310 public housing units across two family developments: Pecan Acres Estates and Pin Oaks Estates. These units are available to low-income families, the elderly, and persons with disabilities. Eligibility is determined based on annual gross income, family composition, and U.S. citizenship or eligible immigration status. PRHA administers 837 Housing Choice Vouchers (HCV), also known as Section 8, which provide rental assistance to eligible families seeking quality, affordable housing in the private rental market throughout Petersburg. Additionally, PRHA has been awarded 15 Emergency Housing Vouchers (EHV) to assist individuals and families experiencing homelessness or fleeing domestic violence. PRHA manages 38 units of rental housing that are part of the Low-Income Housing Tax Credit program, which provides affordable rental housing to low-income households. RHA oversees 100 units in a HUD Section 202 program, which provides rental assistance for low-income elderly individuals. These units are designed to meet the unique needs of seniors, offering affordable housing options with supportive services. Through the Virginia Down Payment and Closing Cost Assistance (DPA) program, PRHA provides grants to lower-income, first-time homebuyers for the purchase of their primary residence. The program targets households with incomes not exceeding 80% of the Area Median Income (AMI), as determined by the U.S. Department of Housing and Urban Development (HUD). The housing assistance programs in Petersburg primarily target the following income levels: Extremely Low Income (30% of AMI): Households earning up to 30% of the Area Median Income. Very Low Income (50% of AMI): Households earning up to 50% of the Area Median Income. Low Income (80% of AMI): Households earning up to 80% of the Area Median Income. These programs serve various family types, including: Families with children; Elderly individuals; Persons with disabilities; Veterans; and Individuals and families experiencing homelessness.

**Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.**

Some of Petersburg's affordable housing units are aging and may require significant repairs or renovations. For instance, the Petersburg Redevelopment and Housing Authority (PRHA) has previously considered the demolition or disposition of units due to issues like lead-based paint, asbestos, and structural concerns. While no specific units have been identified for demolition at this time, ongoing

maintenance and modernization needs could pose challenges to maintaining the current inventory. The local housing market in Petersburg has experienced price increases, with the median sale price of homes rising by 17.9% year-over-year as of February 2025. While this indicates a growing market, it also raises concerns about the potential for displacement if affordable units are converted to market-rate housing.

**Does the availability of housing units meet the needs of the population?**

No.

**Describe the need for specific types of housing:**

Accessible, low maintenance, ADA compliant units for the elderly and those experiencing physical mobility challenges. Overcrowding is a concern; there is a need for multiple bedroom units, especially for households raising young children. Affordability overall is a major concern, especially for persons living on a fixed income or on a low to moderate income. Supportive and transitional housing. Last, but far from least is a need for home ownership opportunities to create generational wealth.

**Discussion**

Stakeholders in Petersburg will need to engage with local housing authorities and community organizations to advocate for the preservation of affordable housing and to stay updated on any potential changes. They will need to support policies that incentivize the maintenance and development of affordable housing, such as extending the duration of affordability requirements in low income housing tax credit (LIHTC) projects and ensuring adequate funding for public housing modernization. In Petersburg, Virginia, the need for specific types of housing reflects the city’s demographic composition, economic challenges, and shifts in population. These needs are critical to shaping future housing policy, development incentives, and community revitalization strategies. Targeted investments in these housing types can directly address housing insecurity, support vulnerable residents, and contribute to neighborhood revitalization.

## C. MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

The housing market in Petersburg, Virginia, has experienced significant growth in recent years, driven by its relative affordability compared to neighboring Richmond and a surge in investment in residential properties. As of early 2025, the median home sale price has risen to approximately \$237,000—a year-over-year increase of over 20%—while rents have also climbed, with median monthly rents approaching \$1,322. Despite these increases, the city remains more affordable than much of the region, attracting first-time buyers and investors. However, this rapid appreciation creates challenges for low- and moderate-income households, many of whom are rent-burdened or priced out of homeownership. The gap between Area Median Income (AMI), Fair Market Rents (FMR), and actual market rents underscores the growing need for targeted affordable housing strategies, including the production of low-cost rental units, preservation of aging housing stock, and expanded access to down payment assistance.

### Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	111,900	111,800	(0%)
Median Contract Rent	657	752	14%

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	1,675	19.8%
\$500-999	5,345	63.2%
\$1,000-1,499	1,240	14.7%
\$1,500-1,999	135	1.6%
\$2,000 or more	64	0.8%
<b>Total</b>	<b>8,459</b>	<b>100.0%</b>

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

### Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	1,160	No Data
50% HAMFI	3,340	1,300
80% HAMFI	6,575	2,710
100% HAMFI	No Data	3,337
<b>Total</b>	<b>11,075</b>	<b>7,347</b>

**Table 30 – Housing Affordability**

Data Source: 2016-2020 CHAS

**Monthly Rent**

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

**Table 31 – Monthly Rent**

Data Source Comments:

**Is there sufficient housing for households at all income levels?**

Yes. Extremely low, low and moderate income households are struggling. The high rate of evictions testifies to this fact.

**How is affordability of housing likely to change considering changes to home values and/or rents?**

The cost of housing is rising. In addition, the cost to repair and maintain housing units is also increasing.

**How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?**

While the area median rent AMR in Petersburg is slightly below the fair market rents FMRs, it still exceeds the affordability threshold for many low-income households. For instance, a household earning 50% of the area median income AMI (approximately \$26,000 annually) would find it challenging to afford the median 2-bedroom rent of \$1,322, as it exceeds 30% of their income.

**Discussion**

The discrepancy between the AMR and FMR in Petersburg highlights the need for a multifaceted approach to affordable housing. By aligning housing policies with the actual market conditions and focusing on the needs of low-income residents, Petersburg can develop a more effective and fair housing strategy.

## D. MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

### Introduction

The housing stock in Petersburg, Virginia, reflects a mix of aging structures and increasing housing challenges. A significant portion of the city’s housing was built before 1980, indicating potential issues with outdated infrastructure, lead-based paint, and energy inefficiency. Many homes show signs of deterioration due to deferred maintenance and limited reinvestment, particularly in lower-income neighborhoods. Vacancy rates are higher than the state average, contributing to blight and decreased property values in some parts of the city. Despite these challenges, there are opportunities for revitalization through targeted investment, historic preservation efforts, and affordable housing initiatives aimed at improving overall housing conditions and stabilizing communities.

### Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

In accordance with federal and state housing standards, particularly those set by the U.S. Department of Housing and Urban Development (HUD) and the Virginia Housing Development Authority (VHDA),

Standard Condition in Petersburg is a housing unit is considered in standard condition if it meets all applicable local and state building codes and housing quality standards. This includes functional major systems such as plumbing, electrical, heating, and structural components. Units in standard condition are deemed safe, sanitary, and habitable without the need for significant repairs.

Substandard Condition but Suitable for Rehabilitation is a unit is classified as substandard but suitable for rehabilitation if it has deficiencies that pose health or safety hazards but can be corrected through rehabilitation efforts. These deficiencies may include issues like faulty wiring, plumbing leaks, or structural damage. Rehabilitation is considered feasible if the cost of repairs is economically justifiable and the property can be restored to a standard condition, ensuring long-term habitability and compliance with housing quality standards

### Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	1,540	32%	3,835	45%
With two selected Conditions	20	0%	40	0%
With three selected Conditions	0	0%	60	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	3,210	67%	4,530	54%
<b>Total</b>	<b>4,770</b>	<b>99%</b>	<b>8,465</b>	<b>100%</b>

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

## Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	215	5%	1,420	17%
1980-1999	465	10%	1,715	20%
1950-1979	2,995	63%	3,440	41%
Before 1950	1,095	23%	1,885	22%
<b>Total</b>	<b>4,770</b>	<b>101%</b>	<b>8,460</b>	<b>100%</b>

**Table 33 – Year Unit Built**

Data Source: 2016-2020 CHAS

## Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,090	86%	5,325	63%
Housing Units build before 1980 with children present	455	10%	85	1%

**Table 34 – Risk of Lead-Based Paint**

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

## Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

**Table 35 - Vacant Units**

Data Source: 2005-2009 CHAS

## Need for Owner and Rental Rehabilitation

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## Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

In Petersburg, Virginia, a significant portion of the housing stock poses lead-based paint hazards, particularly affecting low- and moderate-income families. Approximately 87% of the city's housing units

were built before 1979, a period when lead-based paint was commonly used. Given that older homes are more likely to contain lead paint, it's reasonable to estimate that a substantial number of these units harbor lead hazards. Furthermore, many of these older homes are occupied by low- and moderate-income households, who are at higher risk due to factors such as limited resources for maintenance and renovation. This situation underscores the urgent need for targeted interventions to mitigate lead exposure risks in these vulnerable communities.

## **Discussion**

To repeat the need: Petersburg, Virginia, faces substantial housing challenges tied to its aging and often deteriorated housing stock. A large percentage of homes were built before 1980, making them vulnerable to issues like structural decay, outdated systems, and lead-based paint hazards. Many of these units are in substandard condition but remain suitable for rehabilitation, particularly in low-income neighborhoods where resources for upkeep are limited. Both owner-occupied and rental properties show significant need for repair and investment to meet modern safety and quality standards. An estimated high number of low- and moderate-income families reside in units with potential lead-based paint risks, reinforcing the importance of targeted rehabilitation programs. Addressing these conditions is vital for community stabilization, health, and long-term housing sustainability.

## E. MA-25 Public and Assisted Housing – 91.210(b)

### Introduction

Based on information retrieved from the HUD housing network (<https://hudhousingnetwork.com/housing-authorities/va/petersburg>) and wtvr.com: The public and assisted housing market in Petersburg, Virginia, is a mix of revitalization efforts and ongoing challenges. The Petersburg Redevelopment and Housing Authority (PRHA) owns and manages approximately 310 public housing units, administers around 837 Housing Choice Vouchers, and oversees 138 units in Low-Income Housing Tax Credit (LIHTC) and HUD Section 202 programs. Recent redevelopment projects, such as the \$9.2 million Pecan Acres revitalization, have replaced outdated units with modern townhome and garden-style apartments, signaling a commitment to improving living conditions. However, issues persist in some assisted housing properties. For instance, Carriage House Apartments, a 137-year-old senior housing facility, has faced citations for plumbing and mechanical issues, as well as concerns over pests and elevator functionality, prompting intervention from HUD and state lawmakers. These mixed conditions highlight both progress and the need for continued investment and oversight in Petersburg's assisted housing sector.

### Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			459	737			0	0	0
# of accessible units									

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

### Describe the supply of public housing developments:

**Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:**

The Petersburg Redevelopment and Housing Authority (PRHA) manages approximately 310 public housing units across two family developments—Pecan Acres Estates and Pin Oaks Estates—and a senior high-rise, Sycamore Towers. These properties offer a range of unit sizes from one to six bedrooms, serving low-income families, the elderly, and persons with disabilities. The PRHA is actively engaged in revitalization efforts, including the redevelopment of Pecan Acres and Pin Oaks Estates, which are being upgraded with new construction to replace outdated units. Additionally, PRHA administers approximately 837 Housing Choice Vouchers, 38 Low-Income Housing Tax Credit (LIHTC) units, and 100 HUD Section 202 units. The PRHA's Annual and Five-Year Agency Plans outline policies, programs, and services aimed at improving housing conditions and operations. These plans are developed in compliance with the U.S. Department of Housing and Urban Development (HUD) requirements and are subject to public review and hearings. source: <https://petersburgrha.org/agencyplan>.

**Public Housing Condition**

Public Housing Development	Average Inspection Score

**Table 37 - Public Housing Condition**

**Describe the restoration and revitalization needs of public housing units in the jurisdiction:**

Petersburg, Virginia, faces significant challenges in restoring and revitalizing its public housing stock. Many of the city's public housing units, including those in developments like Pecan Acres and Pin Oaks Estates, suffer from aging infrastructure, outdated systems, and environmental hazards such as lead-based paint and asbestos. These issues not only compromise the safety and livability of the units but also contribute to blight in surrounding neighborhoods. Efforts to address these challenges have been ongoing, with initiatives like the \$9.2 million redevelopment of Pecan Acres, which replaced outdated buildings with 50 new townhome and garden-style apartments. Additionally, the South Adams Street Townhouses and Bunker Hill Community Revitalization Projects have utilized innovative funding strategies to rehabilitate and replace deteriorated units, aiming to enhance the quality of life for residents. Despite these efforts, the need for comprehensive restoration and revitalization remains pressing, requiring continued investment and strategic planning to ensure the long-term sustainability of public housing in Petersburg.

**Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:**

The Petersburg Redevelopment and Housing Authority (PRHA) is actively enhancing the living environment for low- and moderate-income families residing in public housing through comprehensive revitalization and community engagement initiatives. Key projects include the \$9.2 million redevelopment of Pecan Acres, which replaced outdated units with 50 modern townhome and garden-style apartments, and the \$16.8 million transformation of Pin Oaks Estates, introducing 98 updated units with amenities such as a clubhouse, fitness center, and computer lab. These efforts are part of a broader strategy to improve housing quality and resident well-being. In addition to physical upgrades, PRHA offers resident services aimed at promoting self-sufficiency and enhancing quality of life. Programs at Pecan Acres and Pin Oaks Estates include food pantries, tenant meetings, and youth activities like movie nights and reading sessions. These initiatives are designed to foster community engagement, support personal development, and improve overall living conditions for residents.

**Discussion:**

The Petersburg Redevelopment and Housing Authority (PRHA) manages several public housing developments in Petersburg, Virginia. These include:

Pecan Acres Estates: A family development with 150 units, offering 1- to 6-bedroom apartments.

Pin Oaks Estates: Another family development with 150 units, providing 1- to 6-bedroom apartments.

Sycamore Towers: A high-rise facility with 100 units for elderly and disabled residents.

As of the latest available data, the PRHA's public housing portfolio consists of approximately 310 units. However, specific inspection scores for each development are not publicly available. For detailed inspection results, you may refer to the U.S. Department of Housing and Urban Development's (HUD) Real Estate Assessment Center (REAC) inspection scores database. Alternatively, contacting the PRHA directly at (804) 733-2200 or visiting their official website at [petersburgrha.org](http://petersburgrha.org) may provide more specific information for discussion.

## **F. MA-30 Homeless Facilities and Services – 91.210(c)**

### **Introduction**

Petersburg, Virginia, offers a range of services to support individuals experiencing homelessness. The CARES (Crisis Assistance Response Emergency Shelter) Shelter, a 20-bed facility, provides emergency housing for women and children in crisis. While the shelter is temporarily closed for renovations, the CARES Service Center continues to offer essential non-shelter services, including a food pantry, clothing closet, and household items, free of charge to community members in need. Additionally, the Petersburg Redevelopment & Housing Authority administers the Housing Choice Voucher Program, which includes Emergency Housing Vouchers for those experiencing homelessness or fleeing domestic violence, accessible through referrals from the Crater Area Coalition on Homelessness. For broader assistance, the Housing Resource Center in Petersburg provides referrals and rapid rehousing services for individuals and families facing housing crises. Residents can also access the Homeless Connection Line at (804) 972-0813 for immediate support. These services collectively aim to alleviate homelessness and support individuals in regaining stability and independence.

Flagler Housing & Homeless Services, operated by St. Joseph’s Villa, plays a pivotal role in addressing homelessness in Petersburg and the broader Tri-Cities region. Through its Housing Resource Center in Petersburg, Flagler offers rapid re-housing assistance to individuals and families facing housing crises. This community-based model provides essential support services, including case management, budgeting assistance, and connections to community resources, to help clients secure and maintain permanent housing. Additionally, Flagler has initiated a youth-focused pilot program targeting young adults aged 18–24, aiming to address the unique needs of this demographic and facilitate their transition to stable housing. The Housing Resource Center also serves as a coordinated point of entry for households experiencing housing crises in the Tri-Cities area, offering referrals and rapid re-housing services to those in need. By providing comprehensive support tailored to the specific needs of individuals and families, Flagler Housing & Homeless Services significantly contributes to the efforts to alleviate homelessness in the region.

Commonwealth Catholic Charities (CCC) plays a significant role in addressing homelessness in Petersburg, Virginia, through a variety of programs and partnerships. Located at 111 Perry Street in Petersburg, CCC offers housing counseling services, including rental housing counseling, financial and budgeting workshops, and assistance with mortgage delinquency and default resolution. Additionally, CCC collaborates with the Crater Area Coalition on Homelessness (CACH) to provide emergency shelter options during colder months. For instance, the Winter Shelter Fund, in partnership with CACH, utilizes emergency funds to offer safety and shelter to unhoused residents in the Petersburg area. Through

these initiatives, CCC contributes to the broader network of services aimed at preventing and alleviating homelessness in the region. Sources of information include: cares-va.org; petersburgrha.org; cccofva.org and yourunitedway.org

**Facilities and Housing Targeted to Homeless Households**

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	0	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

**Table 38 - Facilities and Housing Targeted to Homeless Households**

Data Source Comments:

**Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons**

The Hope Center, located at 827 Commerce Street, The Hope Center offers a food pantry, daily lunch program, and utility assistance to financially distressed residents of Greater Petersburg. These services help individuals and families maintain housing stability and meet basic needs.

Legal Aid Justice Center (LAJC), with an office in Petersburg, LAJC provides legal assistance to low-income individuals, including those facing housing instability. Their services cover areas such as housing rights, public benefits, and consumer protection, which are crucial for preventing and addressing homelessness. Central Virginia Legal Aid Society (CVLAS), serving the Petersburg area, CVLAS offers free legal services in civil matters, including housing law, to low-income residents. Their support helps individuals navigate legal challenges that may contribute to or result from homelessness.

The District 19 Community Services Board (D19 CSB) plays a crucial role in addressing homelessness in Petersburg, Virginia, by integrating behavioral health case management services with housing assistance to support individuals and families, including those with chronic homelessness, children, veterans, and unaccompanied youth. Crisis intervention is vital in behavioral health to support persons facing housing instability due to mental health or substance use; D19 CSB provides a 24/7 support service for emergency response risk assessment.

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

In addition to the CARES shelter and service center, PRHA, and St. Joseph's Villa Flagler House, Petersburg is serviced by its Department of Social Services, Virginia Department of Veterans Services and United Methodist Family Foster Care Services. These services are designed to address the diverse needs of homeless populations in Petersburg, ensuring access to emergency shelter, supportive housing, and essential resources for individuals and families striving to achieve stability and independence. Petersburg is also served by area community stakeholders and advocates who have formed non-profits to help aid the fight to end homelessness.

## **G. MA-35 Special Needs Facilities and Services – 91.210(d)**

### **Introduction**

N/A

**Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

- Unaccompanied/Independent Youth/Young Adults
- Formally incarcerated persons
- Low wage earners (including English Second Language speakers)
- ...

**Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing**

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PLAN\_SECTION\_ID=[1350402000]>

**Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)**

Petersburg has identified the provision of housing units and support services for persons and households with special needs as a priority. The city plans to continue efforts to develop affordable housing options tailored to these populations. This includes ensuring that housing developments are accessible and provide necessary support services to meet the unique needs of residents

The city has allocated funds to support critical home repairs for elderly, disabled, and other at-risk populations. These repairs aim to maintain safe and habitable living conditions, thereby preventing displacement and promoting stability for vulnerable residents.

The Petersburg Department of Social Services (DSS) offers the Fostering Futures program, which extends foster care financial and social support services up to age 21. This program assists youth transitioning from foster care or the Department of Juvenile Justice, providing them with the necessary resources to achieve independence and stability.

The city is in the process of revising and updating its Zoning and Subdivision Ordinances. This revision aims to reflect changes in the Code of Virginia, address new land use issues, and accommodate shifts in development patterns and demands. The updated ordinances are expected to support the development of housing that meets the needs of special populations.

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

One example is the city's code enforcement team is working to collaborate with area non-profits to support assisting homeowners with addressing code violations. Please view the recommended subrecipient list.

## **H. MA-40 Barriers to Affordable Housing – 91.210(e)**

### **Negative Effects of Public Policies on Affordable Housing and Residential Investment**

In its recent past, the City of Petersburg, Virginia, public policies may have negatively impacted affordable housing and residential investment due to a lack of consistency with zoning regulations, limited incentives for developers, and underinvestment in infrastructure. Restrictive zoning and land-use policies constrained the development of multi-family and mixed-income housing, thereby limiting affordable options. Additionally, the city's past financial challenges and historical disinvestment hindered its ability to maintain or upgrade essential services and infrastructure. This in turn deterred private residential investment. These issues, combined with slow policy implementation and limited access to state or federal housing programs, have contributed to a stagnant housing market and unmet demand for affordable, quality housing. However, Petersburg, Virginia, is actively addressing past challenges in affordable housing and residential investment through a combination of public-private partnerships, state funding, and targeted incentives. A notable example is the Sycamore Grove project, a \$9 million mixed-use development that will introduce 174 townhomes, a grocery store to combat food insecurity, and diverse retail options. This initiative is a collaboration between the Virginia Development Consortium, the City of Petersburg, and various private enterprises, including minority-owned businesses. Additionally, the city has secured over \$10 million in Industrial Revitalization Fund grants to convert vacant industrial sites into productive spaces, aiming to create over 330 jobs and 87 new housing units. To further stimulate residential investment, Petersburg offers incentives such as the Enterprise Zone Program, providing grants for real property investments and job creation in designated areas. The Petersburg Redevelopment & Housing Authority (PRHA) has also completed the \$9.2 million Pecan Acres project, which replaced outdated structures with 50 modern townhome and garden-style apartments, enhancing the city's affordable housing stock. Moreover, PRHA facilitates homeownership through down payment assistance programs for first-time buyers earning up to 80% of the area median income, promoting long-term residential stability. These concerted efforts reflect Petersburg's commitment to revitalizing its housing landscape, fostering inclusive growth, and attracting sustainable investment.

## I. MA-45 Non-Housing Community Development Assets – 91.215 (f)

### Introduction

Petersburg, Virginia has several non-housing community development assets that contribute to the city's revitalization and quality of life. These assets include: **Historic and Cultural Resources:** Petersburg boasts a rich history with well-preserved Civil War sites, museums (like the Siege Museum and Centre Hill Mansion), and historic districts that attract tourism and support cultural identity. **Education and Workforce Development:** Institutions like Virginia State University (VSU) play a major role in workforce training, economic development, and community outreach. **Health and Human Services:** The presence of Southside Regional Medical Center and various health clinics support public health initiatives and access to care. **Transportation Infrastructure:** The city is a regional transportation hub with access to Interstates 85 and 95, rail lines, and proximity to the Port of Virginia, enhancing connectivity and economic potential. **Parks and Recreation:** Petersburg has a network of parks, trails, and recreational facilities that support community wellness and provide venues for events and activities. **Economic Development Programs:** The city collaborates with regional and state partners to promote small business development, downtown revitalization, and industrial growth, particularly in logistics and manufacturing. These non-housing assets are key to Petersburg's ongoing efforts to enhance livability, economic opportunity, and community engagement.

### Economic Development Market Analysis

#### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	38	5	0	0	0
Arts, Entertainment, Accommodations	1,727	1,034	16	10	-6
Construction	518	589	5	6	1
Education and Health Care Services	2,277	4,113	21	40	19
Finance, Insurance, and Real Estate	569	283	5	3	-2
Information	129	54	1	1	0
Manufacturing	1,101	1,190	10	12	2
Other Services	560	807	5	8	3
Professional, Scientific, Management Services	724	205	7	2	-5

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Public Administration	0	0	0	0	0
Retail Trade	1,674	1,382	15	14	-1
Transportation and Warehousing	1,248	231	11	2	-9
Wholesale Trade	533	339	5	3	-2
Total	11,098	10,232	--	--	--

**Table 39 - Business Activity**

**Data Source:** 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

## Labor Force

Total Population in the Civilian Labor Force	14,950
Civilian Employed Population 16 years and over	13,065
Unemployment Rate	12.56
Unemployment Rate for Ages 16-24	44.31
Unemployment Rate for Ages 25-65	7.54

**Table 40 - Labor Force**

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	1,935
Farming, fisheries and forestry occupations	345
Service	2,070
Sales and office	2,570
Construction, extraction, maintenance and repair	790
Production, transportation and material moving	1,215

**Table 41 – Occupations by Sector**

Data Source: 2016-2020 ACS

## Travel Time

Travel Time	Number	Percentage
< 30 Minutes	8,407	67%
30-59 Minutes	3,618	29%
60 or More Minutes	548	4%
<b>Total</b>	<b>12,573</b>	<b>100%</b>

**Table 42 - Travel Time**

Data Source: 2016-2020 ACS

## Education:

### Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	965	290	1,025

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	3,760	655	1,605
Some college or Associate's degree	3,305	190	920
Bachelor's degree or higher	2,440	105	495

**Table 43 - Educational Attainment by Employment Status**

Data Source: 2016-2020 ACS

### Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	84	115	120	510	740
9th to 12th grade, no diploma	320	310	295	930	555
High school graduate, GED, or alternative	935	1,820	1,215	3,025	1,435
Some college, no degree	1,070	925	810	1,670	1,105
Associate's degree	165	325	340	545	310
Bachelor's degree	205	1,070	355	765	545
Graduate or professional degree	75	445	195	500	480

**Table 44 - Educational Attainment by Age**

Data Source: 2016-2020 ACS

### Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,870
High school graduate (includes equivalency)	27,034
Some college or Associate's degree	33,177
Bachelor's degree	48,375
Graduate or professional degree	49,875

**Table 45 – Median Earnings in the Past 12 Months**

Data Source: 2016-2020 ACS

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

- Arts and entertainment
- Education and health care services

- Manufacturing
- Retail trade
- Transportation and warehousing

**Describe the workforce and infrastructure needs of the business community:**

The business community in Petersburg, Virginia, demonstrates a need for strategic investments in infrastructure and workforce development. The city is actively working to create a robust business environment, to support its evolving business community. The city's strategic location at the intersection of major interstates I-95 and I-85, along with Routes 1, 460, and 301, facilitates efficient transportation and logistics, making it an attractive hub for businesses. Additionally, Petersburg is enhancing its infrastructure with projects like the \$1.4 billion Live! Gaming & Entertainment District, which is expected to create over 7,500 jobs and provide extensive training programs in partnership with local educational institutions. To further support businesses, the city offers incentives through its Enterprise Zone Program, providing grants for real property investments and job creation.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

Petersburg, Virginia, is undergoing significant transformations poised to bolster its economy, enhance job opportunities, and stimulate business growth. A cornerstone of this revitalization is the \$1.4 billion Live! Casino Resort, which has received zoning approval and is set to create over 7,500 jobs and generate an estimated \$2.8 billion in regional economic impact. This development includes a 400,000-square-foot gaming area, a 200-room hotel, and a 3,000-seat entertainment venue, with a portion of dining spaces designated for local businesses. Complementing this, the city has secured a \$3.9 million federal grant to enhance its workforce through the Advanced Pharmaceutical Manufacturing and Biotechnology Workforce Initiative. This program, managed by the Community College Workforce Alliance, aims to provide training for high-demand sectors, addressing both local and national needs in pharmaceutical manufacturing. Infrastructure improvements are also a priority. The city is investing in water system upgrades, including the \$959,752 Poor Creek Force Main Capacity Improvement Project, to replace outdated infrastructure and reduce the risk of wastewater overflows. Additionally, the Fall Line Trail, a 43.6-mile multi-use path connecting Ashland to Petersburg, is under development, aiming to boost regional connectivity and attract tourism.

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

The current workforce in Petersburg VA has access to technical and vocational training, including higher education at area colleges and universities. Initiatives such as the Partnership for Petersburg focus on workforce skills.

Recent data on the educational attainment levels for individuals aged 25 and over in Petersburg, Virginia, show that approximately 87.0% of the population has completed high school or obtained an equivalent qualification. About 25.0% of residents have earned a bachelor's degree or a higher level of education. These figures suggest a workforce with a solid educational foundation, potentially aligning with various employment opportunities in the region.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

In 2018, Petersburg's unemployment rate currently stands at 7.1 percent, which is well above the state's unemployment rate of 3.8 percent. In response, the Petersburg Works program was launched as a pilot program, aiming to connect residents with employment opportunities and support their journey toward economic independence. The program is open to all Petersburg residents aged 18 and older, regardless of education level or prior work experience. Presently, the most recent unemployment data shows that the unemployment rate went down to 5.3% as of October 2023. The Petersburg Works program is still active and continues to serve as a key workforce development initiative in the city. Additionally, the Crater Regional Workforce Development Board, designated as the administrative entity for the Virginia Career Works – Crater Region, coordinates workforce training and career services through federal funding from the Workforce Innovation and Opportunity Act (WIOA). The CRWDB collaborates with contracted program operators and workforce system partners to assist employers with applicant screening, writing job descriptions, and training new employees. It also ensures that classes and career services are effectively delivered for Virginia Career Works – Crater Region youth and adult residents as well as businesses. Let's also mention that the City of Petersburg, Virginia, has established robust collaborations with local colleges and universities to enhance education, workforce development, and community engagement. Virginia State University (VSU), Brightpoint Community College and Richard Bland College are central to these efforts, particularly in addressing educational needs and fostering innovation. One example is how VSU and Richard Bland College are collaborating with Petersburg City Public Schools to establish a lab school. This partnership aims to pilot innovative educational models, train future educators in live classroom settings, and address learning gaps exacerbated by the COVID-19 pandemic. The consolidated plan is considering support of local area public service providers that will support and booster STEM education.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDs)?**

Yes

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

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PLAN\_SECTION\_ID=[1370705000]>

### **Discussion**

While Petersburg has made strides in aligning workforce skills with employment opportunities through education and targeted programs, ongoing efforts are necessary to address existing challenges and ensure sustainable economic growth.

## **J. MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

Based on the Census Bureau definition concentration refers to neighborhoods or census tracts where a significant proportion of residents are simultaneously experience overlapping housing challenges, such as high housing cost burdens, overcrowding, and substandard housing conditions. Due to factors like housing cost burdens or substandard housing conditions, low median income, high poverty rate, or qualification as an economic distress opportunity zone, areas such as Census Tracts 8101, 8105, 8109, 8110, and 8111 in Petersburg, VA, have been identified as having a concentration of households facing multiple housing problems.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

Yes, certain areas in Petersburg, Virginia, exhibit concentrations of low-income households and racial or ethnic minorities. These concentrations are particularly evident in specific census tracts, reflecting broader socioeconomic patterns within the city. Income distribution and ethnicity diversity maps may be found on websites such as <https://statisticalatlas.com/place/Virginia/Petersburg/Household-Income>, <https://censusreporter.org/>, <https://bestneighborhood.org/>, <https://www.censusdots.com/race/petersburg-va-demographics> and <https://www.vpap.org/>. Note: the city is over 70% homogeneous in its ethnic make-up.

### **What are the characteristics of the market in these areas/neighborhoods?**

The housing market in Petersburg, Virginia, particularly in neighborhoods with high concentrations of low-income and non white residents, reflects a complex interplay of historical disinvestment, economic challenges, and ongoing efforts toward revitalization. Many homes in these areas are older and have suffered from years of deferred maintenance, leading to issues such as overcrowding and inadequate facilities. These conditions contribute to the city's designation as having the worst health outcomes in Virginia, with poor housing quality being a significant factor. These areas face higher eviction rates and pay higher rents causing economic instability and housing insecurity.

### **Are there any community assets in these areas/neighborhoods?**

The city has several important community assets that serve residents and contribute to neighborhood resilience. Groups such as the Pocahontas Island Community Foundation actively engage in preserving culture and history while advocating for community improvements. Virginia State University is a

historically Black university providing educational, cultural, and community outreach programs benefiting local residents. Many churches in these neighborhoods provide not only spiritual support but also host food drives, health clinics, after-school programs, and emergency assistance. Parks and recreation services are definitely an asset, providing outdoor recreation, community events, and opportunities for physical activity. Local non-profits and cultural groups, entrepreneurs and local arts and cultural festivals that celebrate African American history and culture contribute to community cohesion and identity. The Petersburg Public Library is a major community asset. The library hosts cultural events and art exhibits; it hosts a living and learning center in collaboration with the Crater Health District health department, it hosts an indoor market providing access to local produce and goods. The library houses the Healthy Community Action Team, which support the promotion of local community gardens and so much more.

### **Are there other strategic opportunities in any of these areas?**

There is so much that is happening in Petersburg Virginia. Organizations such as the Cameron Foundation, Habitat for Humanity and the Downtown Churches United Hope Center provide opportunities for strategic collaborations to address the city's housing and non-housing community development needs.

Community driven strategies to foster economic inclusion, improve health outcomes and leverage assets may help to break cycles of poverty and disinvestment. Strategic opportunities include creating entrepreneurship hubs, health and wellness initiatives, youth programs, community lead planning and leadership development and infrastructure and environmental improvements.

**K. MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

**Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

In the city of Petersburg, VA, there is a critical need for expanded broadband infrastructure, particularly in low- and moderate-income neighborhoods where many households lack reliable high-speed internet access. This digital divide disproportionately affects Black and low-income residents, limiting their ability to access remote education, telehealth services, job opportunities, and essential public resources. With a significant portion of the population relying on mobile-only internet or lacking access altogether, the absence of affordable, wired broadband connections exacerbates existing socioeconomic disparities. Addressing this gap through strategic broadband expansion would not only support digital equity but also stimulate economic development and improve overall quality of life in underserved areas.

**Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

In Petersburg, VA, the presence of limited broadband Internet service providers has contributed to high costs, inconsistent service quality, and reduced access—especially in low-income and historically underserved neighborhoods. The lack of competition allows dominant providers to set prices and service terms without pressure to improve infrastructure or customer experience, leaving many residents with few or no viable options for reliable connectivity. Increasing competition by attracting additional broadband providers would promote affordability, drive innovation, and expand coverage across the city, particularly benefiting households that are currently unserved or underserved. More choices in broadband services would also support economic development, remote work, and digital inclusion for all Petersburg residents.

## **L. MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**

### **Describe the jurisdiction's increased natural hazard risks associated with climate change.**

Petersburg, Virginia, faces escalating natural hazard risks due to climate change, particularly concerning flooding and extreme weather events. While not a coastal city, Petersburg is vulnerable to inland flooding exacerbated by heavy rainfall and inadequate stormwater infrastructure. The Virginia Environmental Justice Collaborative (VEJC) highlights that neighborhoods like The Heights experience frequent flash floods, blocked drains, and water main breaks, leading to boil water advisories and public health concerns. Additionally, the region's susceptibility is heightened by land subsidence, which amplifies the effects of sea-level rise and increases flood risks. These compounded challenges underscore the urgent need for comprehensive climate adaptation strategies to protect vulnerable communities in Petersburg.

### **Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

Low- and moderate-income households in Petersburg, Virginia, are particularly vulnerable to climate change-induced natural hazards, especially flooding, due to a combination of socioeconomic factors and inadequate infrastructure. Neighborhoods such as The Heights have experienced frequent flooding, water main breaks, and blocked drains, leading to public health concerns like boil water advisories. These communities often lack the financial resources and political influence to advocate for necessary infrastructure improvements. Additionally, many of these areas are located within floodplains, making them susceptible to increased flooding risks exacerbated by climate change. The prevalence of older, poorly maintained housing stock further compounds these vulnerabilities, as these structures are less resilient to environmental stresses. Efforts like the establishment of a solar-powered Resiliency Hub in The Heights aim to address these challenges by providing resources and support to affected residents. However, systemic issues such as limited access to resources and historical disinvestment continue to hinder comprehensive resilience in these communities.

## **VI. Strategic Plan**

### **A. SP-05 Overview**

#### **Strategic Plan Overview**

The Petersburg NEXT Comprehensive Plan, adopted on May 21, 2024, serves as the city's strategic framework for growth and development over the next two decades. Developed through extensive community engagement—including over 320 surveys, 150+ public participants, and input from an advisory committee—the plan integrates insights from residents to shape its direction. It encompasses nine key chapters: Economic Development, Housing and Neighborhoods, Quality of Life, Community Facilities and Services, Public Safety, Environmental Stewardship, Mobility and Transportation, and Implementation Strategies. The plan emphasizes fostering a resilient economy, enhancing housing accessibility, preserving cultural heritage, and improving infrastructure to ensure a high quality of life for all residents. Notably, it aligns with the Petersburg Downtown Plan, ensuring cohesive development strategies across the city. This CDBG consolidated plan will attempt to align with the city's comprehensive plan, and will contain a focus on supporting public services to enhance the quality of life for residents.

## B. SP-10 Geographic Priorities – 91.215 (a)(1)

### Geographic Area

Table 46 - Geographic Priority Areas

<b>1</b>	<b>Area Name:</b>	Battersea STAR
	<b>Area Type:</b>	Local Target area
	<b>Other Target Area Description:</b>	
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	Comprehensive
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	
	<b>Include specific housing and commercial characteristics of this target area.</b>	
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	
	<b>Identify the needs in this target area.</b>	
	<b>What are the opportunities for improvement in this target area?</b>	
	<b>Are there barriers to improvement in this target area?</b>	
<b>2</b>	<b>Area Name:</b>	City Service Area
	<b>Area Type:</b>	Citywide
	<b>Other Target Area Description:</b>	Citywide
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	
	<b>Include specific housing and commercial characteristics of this target area.</b>	
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	
	<b>Identify the needs in this target area.</b>	
	<b>What are the opportunities for improvement in this target area?</b>	

	<b>Are there barriers to improvement in this target area?</b>	
<b>3</b>	<b>Area Name:</b>	Halifax STAR Area
	<b>Area Type:</b>	Local Target area
	<b>Other Target Area Description:</b>	
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	Comprehensive
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	
	<b>Include specific housing and commercial characteristics of this target area.</b>	
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	
	<b>Identify the needs in this target area.</b>	
	<b>What are the opportunities for improvement in this target area?</b>	
	<b>Are there barriers to improvement in this target area?</b>	
<b>4</b>	<b>Area Name:</b>	Historic Downtown
	<b>Area Type:</b>	Local Target area
	<b>Other Target Area Description:</b>	
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	Commercial
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	
	<b>Include specific housing and commercial characteristics of this target area.</b>	
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	
	<b>Identify the needs in this target area.</b>	
	<b>What are the opportunities for improvement in this target area?</b>	
	<b>Are there barriers to improvement in this target area?</b>	

<b>5</b>	<b>Area Name:</b>	Revitalization Strategy Area
	<b>Area Type:</b>	Local Target area
	<b>Other Target Area Description:</b>	
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	Comprehensive
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	
	<b>Include specific housing and commercial characteristics of this target area.</b>	
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	
	<b>Identify the needs in this target area.</b>	
	<b>What are the opportunities for improvement in this target area?</b>	
	<b>Are there barriers to improvement in this target area?</b>	

### General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

All boxes are checked. The entire city/or the city as a whole qualifies for Community Development Block Grant (CDBG) support.

**C. SP-25 Priority Needs - 91.215(a)(2)**

**Priority Needs**

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
<TYPE=[pivot_table] REPORT_GUID=[FA94014F47E6D9E2B2BD089A3161AB93]>						

**Table 47 – Priority Needs Summary**

**Narrative (Optional)**

Public services, youth development and family support services, parks facilities and outdoor green spaces, critical home repair/housing rehabilitation, rent subsidies, food security and direct services to the unsheltered.

## D. SP-30 Influence of Market Conditions – 91.215 (b)

### Influence of Market Conditions

<b>Affordable Housing Type</b>	<b>Market Characteristics that will influence the use of funds available for housing type</b>
Tenant Based Rental Assistance (TBRA)	Households that fall below the median income have a challenge in the increasingly high rent market.
TBRA for Non-Homeless Special Needs	Stable housing alone can't address all the challenges in low-income communities. Programs that support youth programming and food access, for example, help to break cycles of poverty.
New Unit Production	N/A
Rehabilitation	Petersburg, VA faces a growing need for home repairs and rehabilitation due to its aging housing stock, limited homeowner resources, and rising housing costs. Many homes suffer from deferred maintenance, leading to serious issues like foundation damage, mold, and outdated systems. With home prices up 21.5% year-over-year, many residents can't afford necessary repairs, highlighting the urgent need for critical home repair programs.
Acquisition, including preservation	The preservation of parks is vital because these spaces promote physical health, mental well-being, and community cohesion. Access to safe, well-maintained parks provides residents with opportunities for exercise, relaxation, and social interaction, which can reduce stress and improve quality of life. Parks also serve as important venues for community events and youth activities, helping to strengthen neighborhood ties and foster a sense of pride and belonging. Investing in outdoor facilities complements housing initiatives by creating healthier, more vibrant neighborhoods where people want to live and thrive.

**Table 48 – Influence of Market Conditions**

**SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)**

**Introduction**

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	585,812	0	0	585,812	0	

**Table 49 - Anticipated Resources**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

N/A

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The plan addresses supporting efforts to improve parks facilities and outdoor spaces.

## Discussion

## SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
			Jurisdiction

Table 50 - Institutional Delivery Structure

### Assess of Strengths and Gaps in the Institutional Delivery System

#### Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy			
Legal Assistance			
Mortgage Assistance			
Rental Assistance			
Utilities Assistance			
<b>Street Outreach Services</b>			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services			
<b>Supportive Services</b>			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			
Life Skills			
Mental Health Counseling			
Transportation			
<b>Other</b>			

Table 51 - Homeless Prevention Services Summary

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

## SP-45 Goals Summary – 91.215(a)(4)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 52 – Goals Summary

### Goal Descriptions

Goal Name	Goal Description
	<TYPE=[pivot_table] REPORT_GUID=[260B38D44EF01E6D4D95179E260BE876]>

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

N/A

**E. SP-50 Public Housing Accessibility and Involvement – 91.215(c)  
Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary  
Compliance Agreement)**

**Activities to Increase Resident Involvements**

**Is the public housing agency designated as troubled under 24 CFR part 902?**

**Plan to remove the ‘troubled’ designation**

## **F. SP-55 Barriers to affordable housing – 91.215(h)**

### **Barriers to Affordable Housing**

In its recent past, the City of Petersburg, Virginia, public policies may have negatively impacted affordable housing and residential investment due to a lack of consistency with zoning regulations, limited incentives for developers, and underinvestment in infrastructure. Restrictive zoning and land-use policies constrained the development of multi-family and mixed-income housing, thereby limiting affordable options. Additionally, the city's past financial challenges and historical disinvestment hindered its ability to maintain or upgrade essential services and infrastructure. This in turn deterred private residential investment. These issues, combined with slow policy implementation and limited access to state or federal housing programs, have contributed to a stagnant housing market and unmet demand for affordable, quality housing. However, Petersburg, Virginia, is actively addressing past challenges in affordable housing and residential investment through a combination of public-private partnerships, state funding, and targeted incentives. A notable example is the Sycamore Grove project, a \$9 million mixed-use development that will introduce 174 townhomes, a grocery store to combat food insecurity, and diverse retail options. This initiative is a collaboration between the Virginia Development Consortium, the City of Petersburg, and various private enterprises, including minority-owned businesses. Additionally, the city has secured over \$10 million in Industrial Revitalization Fund grants to convert vacant industrial sites into productive spaces, aiming to create over 330 jobs and 87 new housing units. To further stimulate residential investment, Petersburg offers incentives such as the Enterprise Zone Program, providing grants for real property investments and job creation in designated areas. The Petersburg Redevelopment & Housing Authority (PRHA) has also completed the \$9.2 million Pecan Acres project, which replaced outdated structures with 50 modern townhome and garden-style apartments, enhancing the city's affordable housing stock. Moreover, PRHA facilitates homeownership through down payment assistance programs for first-time buyers earning up to 80% of the area median income, promoting long-term residential stability. These concerted efforts reflect Petersburg's commitment to revitalizing its housing landscape, fostering inclusive growth, and attracting sustainable investment.

### **Strategy to Remove or Ameliorate the Barriers to Affordable Housing**

This consolidated plan aims to support critical home repair and rehabilitation programs.

## **G. SP-60 Homelessness Strategy – 91.215(d)**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

This plan will support area non-profit public service organizations that provide homeless and unsheltered persons with direct services. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

### **Addressing the emergency and transitional housing needs of homeless persons**

This plan will support area non-profit public service organizations that provide homeless and unsheltered persons with direct services. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

This plan will support area non-profit public service organizations that provide homeless and unsheltered persons with direct services. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

This plan will support area non-profit public service organizations that provide prevention services such as family support programs and rent subsidy programs. The CDBG Advisory Board and administrative office will collaborate with the Crater Area Coalition on Homelessness to identify additional strategies.

## **H. SP-65 Lead based paint Hazards – 91.215(i)**

### **Actions to address LBP hazards and increase access to housing without LBP hazards**

The subrecipient Project:HOMES addresses lead-based paint hazards through its Lead-Based Paint Hazard Control Program, a HUD-funded initiative aimed at protecting children under six years old and pregnant individuals from the health risks associated with lead exposure. This program is administered in collaboration with the Virginia Department of Housing and Community Development.

### **How are the actions listed above related to the extent of lead poisoning and hazards?**

A comprehensive assessment is conducted to identify lead-based paint hazards within the home. Qualified contractors implement safety measures, which may include repainting, repairing, or replacing deteriorated surfaces and fixtures, under the supervision of Project:HOMES. To ensure safety, residents must temporarily relocate during the remediation process, which typically lasts 8 to 10 days.

### **How are the actions listed above integrated into housing policies and procedures?**

Residents of homes built before 1978, where a child under six or a pregnant woman resides, are eligible. Renters may qualify with landlord permission. Income restrictions apply, with household income not exceeding 80% of the area median income.

## **I. SP-70 Anti-Poverty Strategy – 91.215(j)**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

Public service non-profits—such as youth programs, maternal and child health initiatives, and food access programs—play a critical role in reducing poverty by addressing its root causes and breaking cycles of disadvantage.

### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

Public service non-profits help to reduce poverty by: meeting immediate needs (food, safety, health), building long-term capacity (education, job skills, health literacy), interrupting cycles of disadvantage through early and sustained support. When coordinated effectively, these services create a supportive ecosystem that empowers individuals and strengthens communities, laying a foundation for lasting economic mobility.

## **J. SP-80 Monitoring – 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The community development block grant administrative office under the guidance of the planning and community development department and in collaboration with all city departments will adhere to HUD guidelines for program monitoring, subrecipient oversight and compliance, adhering to national objectives and by following federal regulations and maintaining proper documentation, financial records and reporting.

## VII. Expected Resources

### A. AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	585,811.90	0.00	0.00	585,811.90	0.00	

Table 53 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

N/A

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The plan addresses supporting efforts to improve parks facilities and outdoor spaces.

**Discussion**

## VIII. Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 54 – Goals Summary

#### Goal Descriptions

Goal Name	Goal Description
	<TYPE=[pivot_table] REPORT_GUID=[8259A9F3469186F518038A8E2F9CBDBA]>

## A. Projects

### B. AP-35 Projects – 91.220(d)

#### Introduction

The Petersburg City Council will adopt priorities for the use of CDBG funds. These include: #1 public improvements and housing, #2 Public facilities, including facilities owned and operated by not for profits, but open to the public, #3 Planning and #4 Public Services. These serve as an overall guide, but the City has over the last few years funded several public service programs. The priorities are intended to support the City's "Petersburg Next" comprehensive plan to stabilize and enhance residential and commercial environments for the promotion of investment by others and the creation of jobs. This focus can be seen in the City's proposed uses of funds for infrastructure, facilities, critical home repair/residential repairs, while providing support for the ongoing public service needs in the community.

#### Projects

#	Project Name
1	projectHomes Critical Home Repair CHR

Table 55 – Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Petersburg Virginia is a HUD entitlement community. As such, the City is required to prepare an Annual Action Plan (or AAP) in correlation to the Five Year Consolidated CDBG Plan.

CDBG funds will be used to support services that fill essential gaps in local government service provision, such as: homeless outreach and shelter services and food assistance programs (food pantries, daily lunch program).

Note: Per HUD regulations, no more than 15% of a grantee's annual CDBG entitlement plus program income may be used for public services. This makes strategic targeting critical.

**C. AP-38 Project Summary**

**Project Summary Information**

1	<b>Project Name</b>	projectHomes Critical Home Repair CHR
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$132,090.00
	<b>Description</b>	Critical Home Repair Program. 14A Rehabilitation; Single-Unit Residential
	<b>Target Date</b>	7/6/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Nine (9) to ten (10) households are expected to benefit from the critical home repair (CHR) program effort.
	<b>Location Description</b>	Entire city service area
	<b>Planned Activities</b>	<ul style="list-style-type: none"> <li>&lt;p data-start="649" data-end="701"&gt;Structural repairs (roof, foundation, windows, etc.)&lt;/p&gt;</li> <li>&lt;p data-start="706" data-end="750"&gt;System upgrades (plumbing, HVAC, electrical)&lt;/p&gt;</li> <li>&lt;p data-start="755" data-end="785"&gt;Energy efficiency improvements&lt;/p&gt;</li> <li>&lt;p data-start="790" data-end="838"&gt;Accessibility modifications for disabled persons&lt;/p&gt;</li> <li>&lt;p data-start="843" data-end="871"&gt;Lead-based paint and/or radon remediation&lt;/p&gt;</li> </ul>

**D. AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

**Geographic Distribution**

Target Area	Percentage of Funds

**Table 56 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

**Discussion**

## IX. Affordable Housing

### A. AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported
Homeless
Non-Homeless
Special-Needs
Total

**Table 57 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through
Rental Assistance
The Production of New Units
Rehab of Existing Units
Acquisition of Existing Units
Total

**Table 58 - One Year Goals for Affordable Housing by Support Type**  
**Discussion**

**B. AP-60 Public Housing – 91.220(h)**

**Introduction**

**Actions planned during the next year to address the needs to public housing**

**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

**Discussion**

## **C. AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

**Addressing the emergency shelter and transitional housing needs of homeless persons**

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

### **Discussion**

**D. AP-75 Barriers to affordable housing – 91.220(j)**

**Introduction:**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

**Discussion:**

**E. AP-85 Other Actions – 91.220(k)**

**Introduction:**

**Actions planned to address obstacles to meeting underserved needs**

**Actions planned to foster and maintain affordable housing**

**Actions planned to reduce lead-based paint hazards**

**Actions planned to reduce the number of poverty-level families**

**Actions planned to develop institutional structure**

**Actions planned to enhance coordination between public and private housing and social service agencies**

**Discussion:**

## X. Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
  2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
  3. The amount of surplus funds from urban renewal settlements
  4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
  5. The amount of income from float-funded activities
- Total Program Income

#### Other CDBG Requirements

1. The amount of urgent need activities

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text] REPORT\_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>

## Attachments



*City of Petersburg*

**Community Development Block Grant (CDBG)  
Advisory Board Meeting**

*“CDBG 2025 Public Hearing of Needs”*

**March 12, 2025**

6:00 PM

Veterans Resource Center  
22 W. Washington Street  
Petersburg, VA 23803

**Summary Notes**

**XI. Call to Order: Meeting called to order by Ethan Calvert.**

*A. Advisory Board Members Roll Call and Determination of a Quorum: Advisory*

*B. Board Members (AB) in attendance: Sonja Holt-Cartwright, Leonard Curry and Ethan Calvert. CDBG Admin Jennifer Murphy-James. No Quorum for this meeting. No votes taken or decisions made.*

*C. Review of CDBG edited Timeline: Key dates include the March 19<sup>th</sup> presentation of proposals and the March 31<sup>st</sup> application deadline.*

**XII. Special Action Item: “CDBG 2025 Public Hearing of Needs”**

*A. CDBG Overview: Ethan Calvert opened the meeting and informed attendees of the three objectives of the CDBG Fund. The objectives are benefiting low- and moderate-income persons, preventing or eliminating slums and blight, or meeting other community development needs having a particular urgency. See presentation slides.*

**B. Public Comment Period (comments were limited to 3 minutes per speaker).**

**Public Need Comments:**

- Scott Fisher with Downtown Churches, United Hope Center - we want to enhance the dignity of all the residents of Petersburg. To help them recognize their own personal dignity, whether through housing, food or other programs. Programs are designed to help lift the level of their understanding about how important they are, and importance to our community.
- Ethan Calvert reminded of the three national objectives for CDBG - benefiting low- and moderate-income persons, preventing or eliminating slums and blight, or meeting other community development needs having a particular urgency. And how what Mr. Fisher shared fit into was in relation to benefiting our low- and moderate-income people.
- AB member Leonard Curry asserted that CDBG is a HUD program, speaking specifically about critical home repair.
- Shanika McClellan, Executive Director of People's Advantage Helping Hands - They launched a program last year for eviction prevention and families who are considered unhoused. Will be applying again this year for additional funding and educational support for those families.
- LaVerle Talley, Lending Helping Hands - Petersburg needs a shelter for women, men and children. Asked what the citizens can do to make sure that the needs of the community are taken into better consideration by City Council. Jennifer Murphy-James recommended that citizens attend City Council meetings, particularly those in April where she will be presenting. Also, continue to keep coming back to CDBG applying for funding.
- Jamie McPherson, The Break Project, Inc. - The city really needs to invest in STEM. Providing resources to the students around STEM and stem books. Also, the schools are in need of serious repair. Children can't be successful when conditions are poor.
- Darrell Horn/Thomas Pierce, contracting company - Recently purchased a duplex on Hinton St, modifying into a 10-bedroom rooming house for Veterans. Mr. Pierce is a Veteran craftsman. He expressed the need for education and internships teaching individuals trades and would like to develop that community with the aspect of tutoring individuals.
- Natasha Crawford, local farmer and owner of Healing Hope Urban Garden - There is a need for more programs like the Market at PPL, that provides easy access to local produce.
- Cyndi Koe, VP of PAAL - Feels there is a need for free family entertainment. They will be providing free Friday night entertainment 24 times, starting in May through October.
- Rick Maddux, board member of Habitat for Humanity and Petersburg Rotary Club - Shared knowledge about the need for access to fresh produce, how the Rotary Club donates books to the library. Mr. Maddux clarified that housing, and development is the conduit for CDBG funds.
- A. Marlo Green, Pocahontas Island resident - Pocahontas Island has been forgotten by the city. There is a need for mixed-income apartments in Old Towne. An additional need is infrastructure and roads, particularly on Pocahontas Island. Revitalization of historic city owned properties.

There was a question posed about the availability of funds for this year with the cutbacks of the current presidential administration. Administrator Jennifer Murphy-James informed that she's been instructed to move forward with our process and prepare, but no other information has come down. She also informed attendees that it would be beneficial to visit the HUD website to view the rubric that the AB utilizes to score project applications.

***C. Meeting summary and thank you for participation: Ethan Calvert reviewed items shared by community members in attendance as being important areas of housing and community development needs for the City of Petersburg Virginia. Those areas are as follows:***

- Help those being served by CDBG funding in such a way that it helps them to recognize their personal dignity
- Eviction prevention
- Educational support
- Homeless shelter
- Educational assistance for pre-k through 12<sup>th</sup> grade students. STEM resources for students. Funding for improvement of school facilities.
- Veteran housing
- Funding for trade programs (vocational/technical training).
- Support for food producers and Petersburg residents without access to nutritional food.
- Free family entertainment
- Community gardens (food and nutritional needs).
- Proactive preparation for the housing needs of future LMI residents.
- City infrastructure
- Urban blight
- Jarratt House

### **XIII. Adjournment: the meeting was adjourned at 7:06 PM**

# Grantee Unique Appendices

## Responses Overview Closed

Responses

40



Average Time

13:08



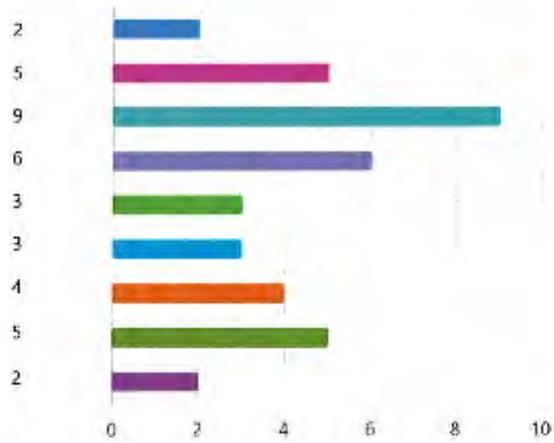
Duration

33 Days

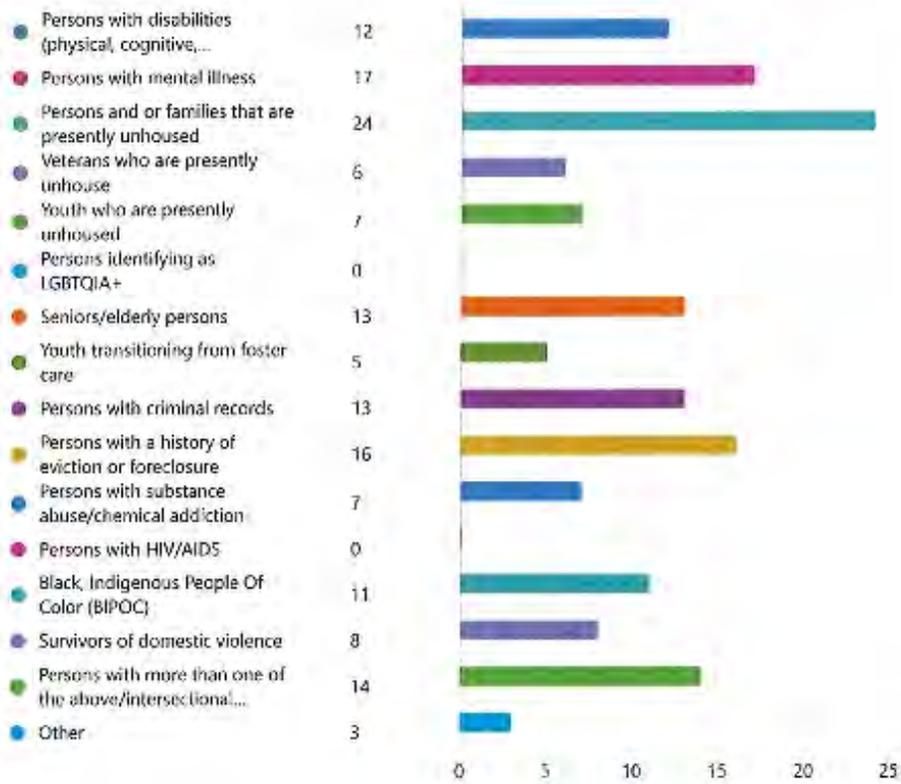


1. What Ward do you reside in?

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7
- I do not live in Petersburg.  
However, I may work, attend a...
- Other



2. Regarding housing needs in Petersburg, VA, in your opinion, which groups have the greatest challenge as finding and keeping housing? Please limit your selections to five or less.

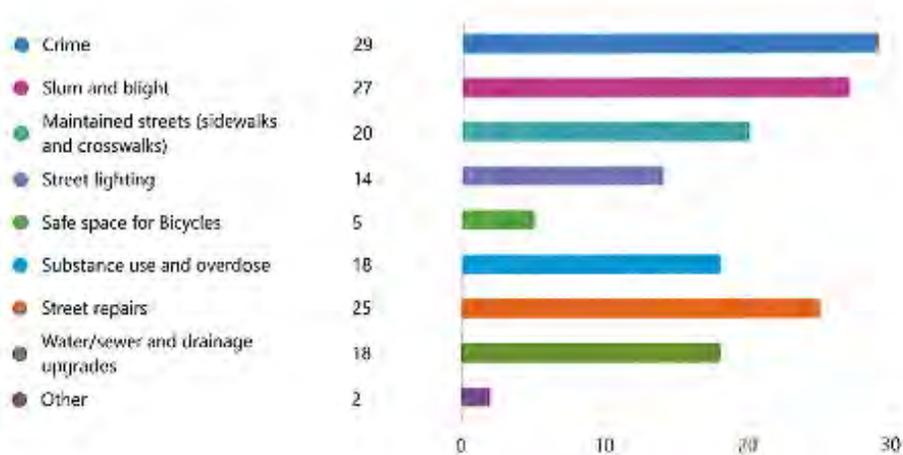


3. If you selected other, please explain.

4  
Responses

Latest Responses  
+++

4. What safety needs are most prevalent to address in Petersburg? Please limit your selections to five or less.

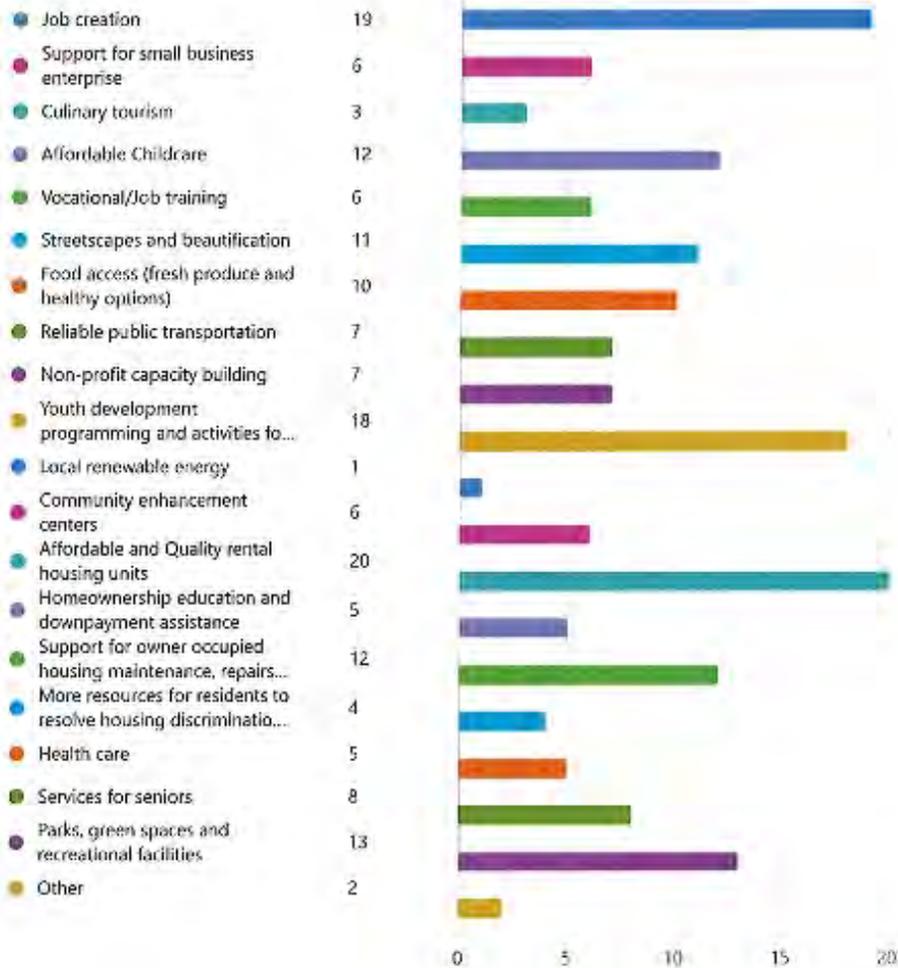


5. If you selected other, please explain/or describe your concern.

4  
Responses

Latest Responses  
...

6. Where would you like to see investment in improvements related to the economy, housing, and community development? Please limit your selections to five or less.



7. If you selected Other, please provide details.

4 Responses

Latest Responses ...

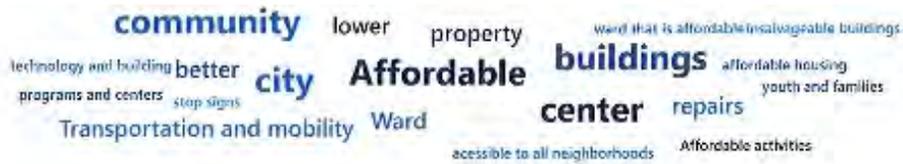
8. What other community needs are important to you?

23  
Responses

Latest Responses

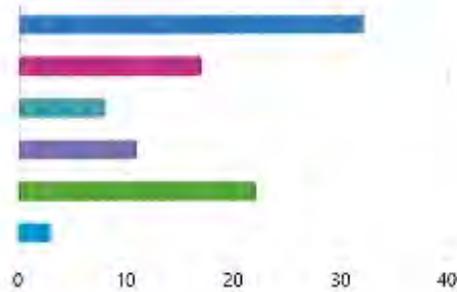
"Public transportation should be accessible to all neighborho... "  
 "Way more youth programs and centers need to be built so ... "  
 ...

3 respondents (13%) answered Affordable for this question.



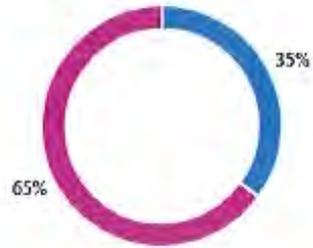
9. How do you usually learn about community events and services? Select all that apply.

● Social media/or Email	32
● Flyers and posters	17
● Local news paper	8
● City website	11
● Word of mouth	22
● Other	3



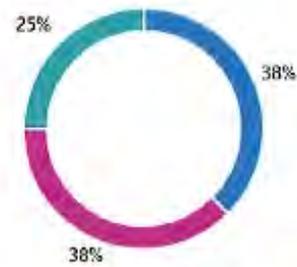
10. There are members of my household that are under the age of 18

Yes	14
No	26



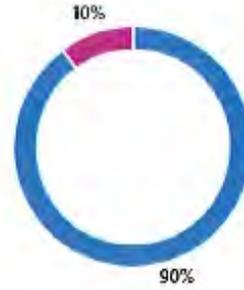
11. My household is a single parent household

Yes	15
No	15
N/A	10



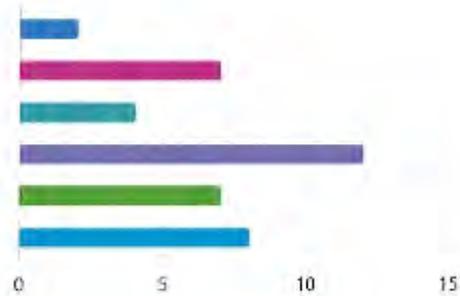
12. I am

● A woman	36
● A man	4
● Nonbinary	0



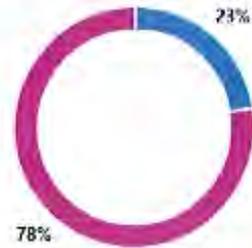
13. I am

● 18 to 24 years old	2
● 25 to 34 years old	7
● 35 to 44 years old	4
● 45 to 54 years old	12
● 55 to 64 years old	7
● 65 years old and over	8



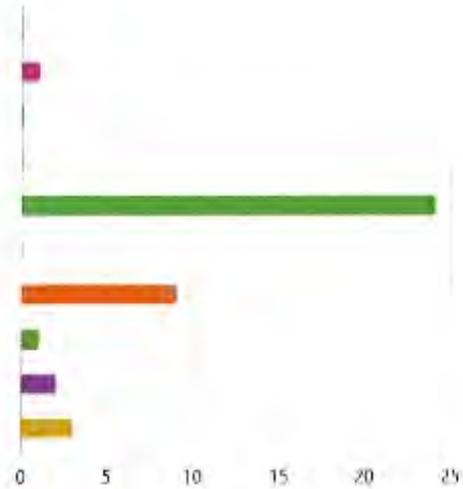
14. At least one member of my household has a disability of some kind (physical, mental, intellectual, developmental, other).

Yes 9  
No 31



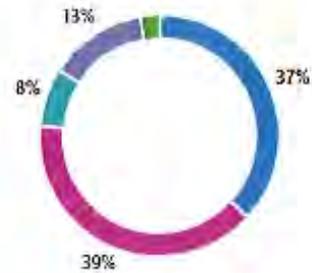
15. I identify as

American Indian/Native American	0
East Asian	1
Asian Indian	0
Asian Pacific	0
Black American/African American	24
Native Hawaiian/Pacific Islander	0
White/Caucasian/Anglo American	9
Hispanic/Latino/Latina/ Latinx	1
Multi racial and/or multi-ethnic	2
I prefer not to identify my ethnicity or race	3



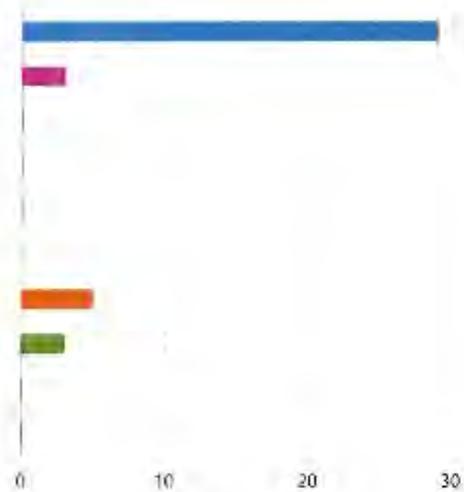
16. I have completed

● A bachelor's degree	14
● A master's degree/or higher	15
● A high school diploma or GED	3
● An associate's degree	5
● Special license or certification	1



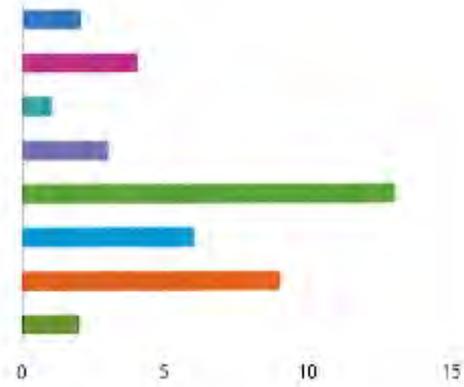
17. I am

● Employed full-time	29
● Employed part-time	3
● Self-employed or contract worker	0
● A temporary worker/ or work odd jobs	0
● Unemployed/ or looking for work	0
● A stay-home parent/ or caregiver	0
● Retired	5
● Receiving disability benefits	3
● A part-time student	0
● A full-time student	0



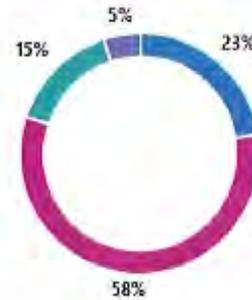
18. My household income is

● Less than \$15,000	2
● \$15,000 up to \$24,999	4
● \$25,000 up to \$34,999	1
● \$35,000 up to \$49,999	3
● \$50,000 up to \$74,999	13
● \$75,000 up to \$99,999	6
● \$100,000 up to \$149,999	9
● \$150,000 or more	2



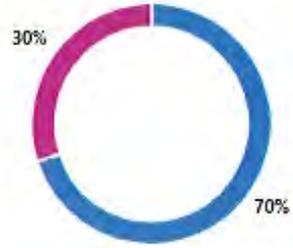
19. My household size is

● 1 person	9
● 2-3 people	23
● 4-5 people	6
● 6+ people	2



20. I am

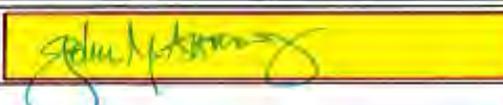
● A homeowner	28
● A renter	12



**Grantee SF-424's and Certification(s)**

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Change/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="B-24-UC-51-0017"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="B-24-UC-51-0017"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Petersburg, Virginia"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="54-000150"/>	* c. UEI: <input type="text" value="0600037500"/>	
d. Address:		
* Street1: <input type="text" value="115 N. Union Street"/>	* Street2: <input type="text"/>	
* City: <input type="text" value="Petersburg"/>	* County/Parish: <input type="text"/>	
* State: <input type="text"/>	* Province: <input type="text"/>	
* Country: <input type="text"/>	* Zip / Postal Code: <input type="text" value="23803-3267"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Planning Community Development"/>	Division Name: <input type="text" value="UCB CBPG Administration"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Demi"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Stobbe"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director, PCP"/>	
Organizational Affiliation: <input type="text" value="City of Petersburg Virginia"/>		
* Telephone Number: <input type="text" value="804-733-2308"/>	* Fax Number: <input type="text"/>	
* Email: <input type="text" value="djanice@petersburgva.org"/>		

Application for Federal Assistance SF-424	
<p><b>* 9. Type of Applicant 1: Select Applicant Type:</b>  <input type="text" value="City or Township Government"/></p> <p>Type of Applicant 2: Select Applicant Type:  <input type="text"/></p> <p>Type of Applicant 3: Select Applicant Type:  <input type="text"/></p> <p>* Other (specify):  <input type="text"/></p>	
<p><b>* 10. Name of Federal Agency:</b>  <input type="text" value="Department of Housing and Urban Development"/></p>	
<p><b>11. Catalog of Federal Domestic Assistance Number:</b>  <input type="text" value="14.218"/></p> <p>CFDA Title:  <input type="text" value="CDBG/Entitlement"/></p>	
<p><b>* 12. Funding Opportunity Number:</b>  <input type="text" value="CDBG Entitlement"/></p> <p>* Title:  <input type="text" value=""/></p>	
<p><b>13. Competition Identification Number:</b>  <input type="text"/></p> <p>Title:  <input type="text"/></p>	
<p><b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b>  <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/></p>	
<p><b>* 15. Descriptive Title of Applicant's Project:</b>  <input type="text" value="Public facilities improvement, economic development and revitalization of parks, public services, youth and CDBG administration services."/></p>	
<p>Attach supporting documents as specified in agency instructions.  <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/></p>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="1"/>	* b. Program/Project: <input type="text" value="0002"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text"/>	* b. End Date: <input type="text"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="583,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL:	<input type="text" value="583,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="John"/>
Middle Name: <input type="text" value="N"/>	
* Last Name: <input type="text" value="Kutman"/>	
Suffix: <input type="text" value="Jr."/>	
* Title: <input type="text" value="City Manager"/>	
* Telephone Number: <input type="text" value="804-733-2301"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="j.kutman@petersburg-va.org"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="5-8-2025"/>

**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

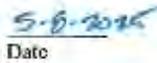
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require (that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

  
Signature of Authorized Official

  
Date

  
Title

### Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

**1. Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

**2. Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 to 2029 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

**3. Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

  
Signature of Authorized Official

5-8-2025  
Date

City Manager  
Title

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4726-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1942 (42 U.S.C. §§290 (d)-5 and 290 e-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of food hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11695 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <u>City Manager</u>
APPLICANT ORGANIZATION <u>City of Hopewell</u>	DATE SUBMITTED <u>9-8-2025</u>

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## Appendix - Alternate/Local Data Sources

<b>1</b>	<p><b>Data Source Name</b></p> <p>Department of Planning and Community Development</p>
	<p><b>List the name of the organization or individual who originated the data set.</b></p> <p>Petersburg Virginia CDBG Consolidated Plan Survey</p>
	<p><b>Provide a brief summary of the data set.</b></p> <p>Respondents to the survey identified the following areas of need/concern: crime, slum and blight, streets repairs, sidewalks and crosswalks, water, sewer and drainage, job creation, youth development, parks green spaces and recreational facilities.</p>
	<p><b>What was the purpose for developing this data set?</b></p> <p>The survey was created to assist with planning to ensure that CDBG funds are invested effectively in support of the needs identified by the community.</p>
	<p><b>Provide the year (and optionally month, or month and day) for when the data was collected.</b></p> <p>The survey was administered April 4 through May 7, 2025.</p>
	<p><b>Briefly describe the methodology for the data collection.</b></p> <p>The survey was designed to gather qualitative and quantitative data from community residents, stakeholders, and organizations to inform the priorities and goals of the CDBG Consolidated Plan. It aimed to identify housing and community development needs and to help shape local priorities for HUD funding. The survey targeted to community at large and was based online. Information about the survey was shared on the city's social media platforms and via an email distribution; it was also shared in local gathering spaces such as the library and coffee shops. Questions were multiple choice, and there were some demographic questions.</p>
	<p><b>Describe the total population from which the sample was taken.</b></p> <p>According to censusreporter.org, the total population of the city of Petersburg Virginia is approximately 33K. 55% Female. 75% Black. 29% Married. 87% high school grad or higher; 25% Bachelor's degree or higher.</p>
	<p><b>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</b></p> <p>The survey was administered to the community at large. 35% of respondents have a youth under the age of 18 in the household. 90% of respondents were women. 30% were between the ages of 45 to 54. 60% identified as Black/or African American. 73% are employed fulltime. 33% earn 50K to 75K annually. 58% percent live in a household with 2 to 3 persons. 70% identified as home owners.</p>

# City of Petersburg, Virginia



## Department of Public Works & Utilities

Presenter: Mr. Jerry Byerly, DPW&U Director

# Utilities Division



## Status Update

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I. Water Utilities Work Orders	23
II. Wastewater Work Orders	21
III. Water Meter Work Orders	53
IV. Utility Billing	155
I. Terminations	38
II. New Services	117

# Street Operations Division



## Monthly Update

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### **FY25 Street Operations Division Projects**

#### **Traffic Signal Intersection Upgrades Completed:**

- E Washington Street at Slagel Avenue
- E Washington Street at Jefferson Street
- Defense Road at Squirrel Level Road
- S. Crater Road at Tollgate Lane/Myrick Avenue
- S. Crater Road at Graham Road
- S. Crater Road at Windham Street

#### **Stormwater Drainage Projects Completed:**

- Varina Avenue at Bermuda Avenue
- Johnson Avenue at Chuckatuck Avenue
- Berkeley Avenue at W. Tuckahoe Street
- Church Street at Summit Street
- Chuckatuck Avenue at South Blvd.
- Melville Street at Kirkham Street
- Richmond Avenue
- Wooded Lane

#### **Pothole Repair Activities:**

- Annual Citywide Pothole Blitz to address potholes in all seven wards.
- Year-round roadway maintenance to repair potholes.
- Total Number of Potholes Repaired = 5,267

# Street Operations Division



## Monthly Update

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### **Citywide Clean-up, Debris-Litter Control and Illegal Signs:**

- Two Citywide Clean-up Events were conducted in FY 25.
- 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.
- Crews continuously perform removal activities in all seven wards in the City to address items illegally dumped and debris placed in the roadway right-of-way.
- The Division has assigned personnel to remove illegal signs that are being placed along the roadway right-of-way.

**Streetlight Operational Inspection:** The Division is currently conducting an inspection of streetlights around the City to identify any lights that are not illuminating. 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.

**Work Orders:** A total of 1,158 work orders were completed in FY25.

# Facilities and Grounds Highlights



## Facilities & Ground Division Highlights:

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### FACILITIES DIVISION

- **ROPER PROPERTY** - Re-established daisy-chain lock at main entry gates, after upper management approval
- **SHERIFF'S DEPT** - Gathered 3 NO TRESPASSING SIGNS and placed on gate/fence, as per deputy's direction:
  - Between Circuit Courts I & II
  - Hustings/JDR Courts
  - General District Court entrance from Police Dept. parking lot
- **HEALTH DEPARTMENT** - Completed painting of exterior columns and trim at front entryway. Completed masonry work at side entry steps and landing
- **POLICE DEPT** - Serviced hot water heater in basement, so water is now hot again to all fixtures.
- **FIRE STATION 4** - Cleared drain port on window AC unit, so it will condensate properly

### HVAC CONCERNS

- **POLICE DEPT** - AC concerns in 911 Communications area current AC is not sufficient for space; plans to upgrade to more efficient system.

### GROUNDS DEPARTMENT

- **GRASS CUTTING**
  - Performed regular grass cutting throughout the City.
- **ILLEGAL DUMPING**
  - Pocahantas Island
  - 126 Kentucky Ave
- **MISCELLANEOUS ITEM** - Moved Farmers St Pool Cover to FMD warehouse. Removed Cobble Stones from Southside Depot and placed in rear of Public Works. University Blvd River Trail/FOLAR: Removed trash and Debris
- **TREES AND LIMBS**
  - Recreation Office

# 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 24<sup>th</sup>)
- EPA Dispute on Upcoming Consent Actions (from July 2022 Audit) Resolved In Our Favor (Consent Decree Has Now Been Signed by All Parties)

## Statistics:

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

# City of Petersburg, Virginia



## Thank you

Mr. Jerry Byerly

[jbyerly@petersburg-va.org](mailto:jbyerly@petersburg-va.org)

<https://petersburgva.gov/147/Public-Works>

