



City of Petersburg Virginia

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City Council Meeting

September 16, 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. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
 - a. Hispanic Heritage Month Proclamation – Page 4
 6. **Responses to Previous Public Information Posted**
 7. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes of Previous Meetings: - Pages 5-65
 - July 15, 2025 Meeting Minutes with Correction (Page 11- Changed Ms. Jones to Ms. James)
 - September 2, 2025 Closed Session Minutes
 - September 2, 2025 Special Joint Meeting with the Planning Commission Minutes
 - September 2, 2025 City Council Work Session
 8. **Presentations**
 - a. Capital Plan and Utility Enterprise Study Presentation - Davenport Public Finance
 9. **Official Public Hearings**
 - a. A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 66-79
 - b. A Public Hearing for Consideration of the FY26 Carry Forward Requests From the Previous Fiscal Year – Pages 80-82
 - c. A Public Hearing for Consideration of an Amendment to the FY26 General Fund – Pages 83-86
 - d. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Dale Pittman for the Development of 117 Lafayette Street (Portion of Property) Located in Petersburg, VA – Pages 87-114
 - e. A Public Hearing for Consideration of an Ordinance to Approve a Request by Anthony Lewis, High Stepper Enterprise, LLC, on Behalf of Paula Wynn Harris, for a Special Use Permit to Operate a Stand-Alone Vehicle Repair Shop at 1311 Commerce Street, Parcel ID 024150800, in the M-1, Light Industrial Zoning District – Pages 115-145

- f. A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Allowing Municipal Animal Pounds or Shelters in the A, Agricultural Zoning District and Removing a Requirement for an Approved Special Use Permit for Public and Government Buildings and Public Utilities and Services in the City – Pages 146-170
- g. A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Incorporating Additional Landscaping Requirements for New Land Development and Off-Street Parking Areas – Pages 171-190
- h. A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Updating and Clarifying Sign and Advertising Regulations to Address Ongoing Complaints and Issues Pertaining to Certain Advertising Devices Throughout the City – Pages 191-213
- i. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and Daniel Smith Real Estate LLC, for the Development of Lots 4, 6, 9, and 12 Ross Court, Located in Petersburg, Virginia – Pages 214-288
- j. A Public Hearing for Consideration of an Ordinance to Approve Awarding a 1.5% One-Time Bonus (Approved by the Virginia General Assembly and Governor) to Employees of the City of Petersburg Department of Social Services – Pages 289-298

10. Public Information Period

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

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

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

12. Items removed from Consent Agenda

13. Finance and Budget Report

- a. Department of Finance Monthly Update – Pages 299-304

14. Unfinished Business

15. New Business

- a. Adoption of Resolution in Support of the Appomattox River Trail - Rail Crossing Transportation Alternative Project – Pages 305-309
- b. Adoption of Resolution in Support of the Appomattox River Trail - Grove Avenue Transportation Alternative Project – Pages 310-315

16. City Manager's Report and Special Reports

17. Business or reports from the Clerk

18. Business or reports from the City Attorney

19. Adjournment

Office of the Mayor

Petersburg



Virginia

Proclamation

WHEREAS, the City Council of Petersburg recognizes September 15 – October 15, 2025, as National Hispanic Heritage Month, an observance established to celebrate and honor the history, culture, and significant contributions of individuals tracing their roots to Spain, Mexico, Central America, South America, and the Spanish-speaking nations of the Caribbean; and

WHEREAS, approximately 929,140 individuals, or 10.73% of Virginia’s population, identify as Hispanic or Latino of any race, reflecting significant growth and influence throughout the Commonwealth; and

WHEREAS, in Petersburg, approximately 5.9% of residents—roughly 1,970 people—identify as Hispanic or Latino, contributing to the city’s rich diversity and strengthening our civic, cultural, and economic life; and

WHEREAS, on a national level, Hispanics and Latinos now comprise nearly 19.5% of the U.S. population, numbering over 65 million people, and between 2022 and 2023, accounted for approximately 71% of the nation’s population growth; and

WHEREAS, Hispanic residents and families in Petersburg, across Virginia, and throughout the nation provide invaluable contributions in business, education, healthcare, public service, arts, faith, and culture, shaping our communities and ensuring continued growth and vitality; and

WHEREAS, this Hispanic Heritage Month presents a timely opportunity to highlight achievements, share untold stories, and elevate the voices of Hispanic residents while promoting understanding, equity, and inclusion across our city.

NOW, THEREFORE, I, Mayor Samuel Parham, by virtue of the authority vested in me by the City of Petersburg and on behalf of the City Council, do hereby proclaim the month of

September 15 – October 15, 2025

as

“HISPANIC HERITAGE MONTH”

in the City of Petersburg, and call upon all citizens to celebrate Hispanic culture, support Hispanic-owned businesses, and honor the enduring contributions of the Hispanic and Latino communities to our shared history and future.

Dated: September 16, 2025

Mayor, Samuel Parham

ATTEST:

Clerk of Council, Tangi R. Hill

The work session meeting of the Petersburg City Council was held on Tuesday, July 15, 2025, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:05 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/349809>

1. ROLL CALL:

Present:

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

Absent:

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. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATION

There were no items under this portion of the agenda.

6. RESPONSES TO PREVIOUS PUBLIC INFORMATION POSTED

There were no items under this portion of the agenda.

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

a. Minutes of Previous Meetings

- June 17, 2025 City Council Meeting
- July 1, 2025 City Council Special Meeting
- July 1, 2025 City Council Closed Session
- July 1, 2025 City Council Work Session

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

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

8. OFFICIAL PUBLIC HEARINGS

a. A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

Garry Cozier, Budget Manager, stated that the Sheriff's Department received a grant from the Virginia Department of Criminal Justice Services related to wellness of the officers and amounted to \$21,800. He stated that no local match was required, and the grant was entirely reimbursable, so staff was simply requesting to amend the Grants Fund in that amount.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Vice Mayor Hill made a motion to approve the amendment to the FY26 Grants Fund in the amount of \$21,800. Council Member Myers seconded the motion.

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

b. A Public Hearing for Consideration of an Amendment to the FY26 General Fund

Garry Cozier, Budget Manager, stated that this amendment pertained to the FY26 General Fund. He said that the total amount of the amendment was \$3.3 million, which was allocated as follows: \$2 million for implementing the class and compensation plan study, \$1 million for the city beautification project, \$197,000 for broadband feasibility studies, \$70,000 for pharmaceutical feasibility studies, and \$90,000 for parking studies. Staff was requesting that the budget be amended to include these items.

Mayor Parham opened the public hearing.

Gary Talley, 2323 Fort Rice Street, asked if someone could explain what the broadband feasibility project and the pharma feasibility project actually entailed.

Barb Rudolph, 1675 Mount Vernon Street, said that she had the same questions as Mr. Talley. Additionally, she thought there already was \$2 million for the class and comp study included in the budget. She asked if this amendment would increase that amount already budgeted.

Sarah Melissa Witiak, 22 Centre Hill Court, stated that she was curious about the details of the plan for cleaning up downtown. They had heard about it but had not yet seen the actual plan. She added that the City should be getting input from residents and businesses who resided in the downtown area so that the plan was accurate.

Mayor Parham closed the public hearing. He asked if the City Manager could answer some of the questions raised by their citizens.

March Altman, City Manager, stated that the broadband feasibility study would assess the ability to implement broadband service throughout the City, connecting City properties, and economic development areas, including pharmaceutical and other sectors, to a fiber loop that would provide

redundancy for City services and business entities. The pharmaceutical feasibility study involved looking at the potential for a pharmaceutical training facility in the City. The requested funding would help conduct a feasibility study on that facility to determine the costs involved, including their pharmaceutical cluster and other stakeholders, and evaluate the development of such a facility. They had toured a similar facility at North Carolina State called the Biomanufacturing Training and Education Center (BTEC).

Mr. Altman explained that the funding of \$2 million was in addition to existing budget allocations and would enable them to complete the salary study as part of the implementation of the class and comp study and address a prior error regarding the public safety portion of that study. Finally, the additional \$1 million has been allocated by City Council for downtown area improvements. He stated that they were developing a plan for this, which would involve discussing the project with the business community, gathering their input, and exploring how businesses could prepare for the arrival of the casino and capitalize on this effort. There would be community conversations and discussions about these efforts.

Vice Mayor Hill made a motion to approve the amendment to the FY26 General Fund in the amount of \$3.3 million. Council Member Jones seconded the motion.

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

PRESENTATION

Main Street Petersburg

Senithia Martin stated that she was a resident and small business owner in addition to being the Board President for Main Street Petersburg. She said that they were here tonight to ensure that the community was aware of their presence and to also inform the Council about the purpose of Main Street Petersburg. She explained that Main Street Petersburg is a 501(c)(3) charitable organization founded to improve and revitalize Petersburg's downtown area, which is currently undergoing that process. Their Board of Directors follows the Main Street approach, promoting volunteerism and stakeholder involvement as the best path to a more thriving and livable downtown.

Ms. Martin said that she would like to take a moment to clarify what Main Street Petersburg is. As part of the Main Street America program, their organization is part of a national initiative founded in 1980 through the National Trust for Historic Preservation. Over the past 40 years, the National Main Street America Network has helped generate over \$100 billion in local reinvestment, rehabilitated over 300,000 buildings, and created over 800,000 jobs. She emphasized that Main Street Petersburg is not just an entity on its own; it is part of this national program, facilitated at the state level through the Department of Housing and Community Development.

Ms. Martin said that their efforts focus on promoting downtown Petersburg through dining, arts and entertainment, neighborhood amenities, and tourism, which is accomplished through design, economic vitality, and promotions. She explained that Main Street Petersburg encompasses most of downtown Petersburg, including Old Town, and extends from Halifax Triangle north to the Appomattox River and from I-95 West to Market Street. She clarified that it was not just limited to Old Town, and it includes the historic Halifax Triangle, one of their downtown's most significant features.

Ms. Martin stated that they have been working on several initiatives through their Economic Vitality Committee. This August, they will be hosting business workshop series, which will help

the business community prepare for the casino traffic and extend their hours. They are also developing a new website, featuring a downtown business directory and event calendar, allowing residents and visitors to submit events for approval and display on the calendar. One of their common complaints is the lack of a central location for residents and others to find out what was happening in their downtown and Petersburg area. They aim to assist the community and the City, which is already doing a great job with the Visit Petersburg newsletter, by promoting events as they become available.

Ms. Martin said that they have also hired a restaurant week coordinator to host the event from September 13 – 20, which was made possible by a grant from the Cameron Foundation. She said that in addition, they have been working in partnership with the City to improve wayfinding signage and gateway signage, which is showcased in the marquee signs. She said that they have also completed facade improvement drawings to help downtown building owners who need repairs and renovations, aiming to enhance the overall appearance of downtown.

Ms. Martin said that furthermore, they have developed branding for the Visit Petersburg, Virginia, as part of the grant award, which will also aid in landscaping and planting. Given their previous discussion about the casino, she noted that Danville is also a Main Street community and has won the National Main Street Community of the Year award. This program can benefit and support the revitalization of Petersburg by providing additional resources and expertise.

Ms. Martin said that the City is already doing a great job, but they all need to work together as a team to achieve higher goals. As citizens, businesses, and nonprofit organizations, they can all contribute to this effort. She added that if someone is interested in joining them, they can scan the QR codes to learn more about their organization, how to get involved, or how to support them.

Mayor Parham asked if Main Street Petersburg could assist local businesses in getting started and ensuring they had all the proper permitting in place.

Ms. Martin replied that yes; Main Street Petersburg is currently in the process of breaking up their area into sections and assigning members as “block captains” who could serve as direct contacts for local business owners and help them navigate through the business licensing process or direct them to relevant resources.

Vice Mayor Hill stated that the City would be hosting a town hall meeting with Council Members, City staff, and local business owners to discuss the business environment and permitting processes in the City. He said that they would be announcing the dates of this town hall meeting shortly, so he asked the public to stay tuned.

- c. 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

Jared Crews, Planning Manager, provided a summary of the item. He said that they would be holding a public hearing regarding a requested appeal of an Architectural Review Board (ARB) decision, which can be broken down into two main points. Firstly, the applicant installed vinyl siding and vinyl windows without prior approval of a Certificate of Appropriateness (CoA). Secondly, the decorative corbels on the home were removed without approval. The applicant is seeking to overturn the ARB's decision, which would allow the vinyl siding and windows to remain in place and the corbels to remain removed.

Mr. Crews explained that the subject property is located at 605 West Washington Street, located in the Folly Castle Historic District. He further provided background information on the case. He explained that in late April, the current ARB Chair became aware of the ongoing work over the weekend and spoke with the contractor on site, warning them that exterior changes on such a

historic property would require a Certificate of Appropriateness. Despite this warning, the work was completed. The following week, the owner was notified that they were in violation of the Zoning Ordinance unless a Certificate of Appropriateness was issued.

Mr. Crews stated that the applicant submitted an application for retroactive approval of installing new vinyl windows and siding. The request was heard and denied by the Architectural Review Board on May 14, 2025, which determined that those changes did not abide by the City's historic district design guidelines. As a result, the decision means that the windows and siding would need to be removed and restored to their original state, and the corbels would need to be reinstalled. The applicant is requesting that the decision be overturned in full, meaning the windows and siding would remain, while the corbels would not be reinstated. He indicated the provided photographs that show the original windows and siding, as well as the construction while it was underway.

Mr. Crews stated that the reasoning behind the denial is that it is out of compliance with the historic district guidelines, specifically Chapter 4, which addresses the rehabilitation of building elements, including the retention of original windows, historically significant hardware, and decorative elements when possible to retain these elements. It is recommended to preserve any and all architectural elements that contribute to the overall historic character of the building, including functional and decorative features. Their Ordinance has specific guidance on sensitive remodeling, and when original architectural features were unable to be repaired, their replacements should match the original features in style and material.

Mr. Crews summarized that with this context, the decision before the Board was whether to affirm, reverse, or modify the decision made by the Architectural Review Board. Affirming the decision would require the removal of vinyl windows and the installation of acceptable replacements, vinyl siding should be removed to restore the original wood siding or a to-be-determined acceptable alternative, and finally, decorative corbels would need to be placed back on the exterior of the building.

Mr. Crews explained that overturning the decision in its entirety would mean the house could remain as it was in the initial image, with vinyl windows, siding, and no decorative corbels. Alternatively, the Board has the option to modify the decision, allowing them to uphold or overturn individual elements of the decision. He has Mr. Battison with him from the Architectural Review Board, who can speak to the ARB's perspective on the case, as well as the applicant, who can provide his perspective.

Mayor Parham opened the public hearing.

Joe Battison, 1 South Sycamore Street, stated that he was the former Chair of the ARB as of this past Wednesday. He said that he would like to explain the situation here. He happened to be in his office over a certain weekend and was on his way west on Washington Street when he noticed they were putting vinyl siding on the subject house. He stopped and observed that they were starting to remove the corbels. He said that he asked the contractor to contact the owner and explained that they could not proceed without an Architecture Review Board Certificate of Appropriateness, and that they would be required to put these materials back on the house. He said that he suggested that they hold off until the owner went through the ARB process.

Mr. Battison explained that the next morning, the owner had already taken off the architectural pieces, trim, and corbels, and continued with the vinyl siding. He believed the owner was aware of the potential consequences and chose to proceed without the necessary approval. He said that if one looked at the house to the right, one would see that it had the same architectural features that were removed from this house. The green house to the right had the same corbels and decorative features, and this house had new windows and siding that covered the original

features. He stated that he attempted to help the owner by telling him he should hold off on the work until the ARB approved it as necessary, but he ignored his advice and proceeded anyway.

Antwan Harris stated that he was the owner of this property, which was one of his properties in the VHASH Program. He explained that this program specifically provided housing to veterans. This house was on a parcel with five other properties, and all but one had vinyl siding and all of them had vinyl windows. He had used the same company that installed the windows as two other houses, so none of them had original wooden windows. He noted that when he bought the house, the ARB had not mentioned that only the front portion of the home was wooden, and the rear of the house was vinyl. He believed the upgrades were appropriate because the other half of the home already was in vinyl and matched the other houses on the block that were now in vinyl. He further believed the home was more appealing now with this renovation.

Mayor Parham closed the public hearing.

Council Member Cuthbert asked if the ARB guidelines were applied uniformly to everyone who comes before the ARB.

Mr. Crews replied yes; those guidelines were applied to every case that came before the ARB. However, there may be some cases where the ARB was less stringent on sections of the house, such as the rear of the house mentioned by the applicant. However, the ARB prioritized the street-facing and front facades of homes to ensure the most prominent historic architectural features were preserved.

Council Member Cuthbert asked if anyone had asked for permission to put up the vinyl siding on the back of the house.

Mr. Crews replied that he did not have an answer to that; however, he was aware that vinyl siding was almost always rejected as an option. In his own tenure with the City, he had not seen any vinyl siding approved for historic homes.

Mr. Battison clarified that vinyl siding was never allowed on any portion of a house. However, they may allow composite materials such as Hardy Plank, especially because composites may last longer than just wood because newer lumber was not as strong as wood used in the past.

Council Member Cuthbert asked if Mr. Harris had provided an explanation for why the work was not stopped despite Mr. Battison's caution to his contractor.

Mr. Battison replied no; the owner hung up when he tried to speak with him on the phone, and by the end of the weekend the work had been finished.

Council Member Cuthbert asked if the ARB would have disapproved of the vinyl if the owner had come before the ARB prior to the renovations.

Mr. Battison confirmed that the ARB would have disapproved of it.

Council Member Cuthbert asked if the guidelines permitted vinyl siding at all.

Mr. Battison replied no; they did not.

Council Member Myers said that he had discussed this issue with Mr. Harris, but in their conversation, he had omitted the fact that he and his contractor knowingly removed historic features from a building located in a historic district in Petersburg. He was sympathetic to Mr.

Harris's intent and his good work in the community, but everyone must adhere to the guidelines and decisions of the ARB and City of Petersburg. He said that he supported the ARB's decision with respect to this case; this situation should not have happened, and the work should have stopped when Mr. Battison advised them to wait for approval.

Council Member Myers made a motion to uphold the decision of the Architectural Review Board. Council Member Cuthbert seconded the motion.

Council Member Jones expressed concern that there had been many historic houses, such as the one to the left of the subject house, that illegally put up vinyl siding but had not been brought into compliance. He felt there was an issue with the process because the uneven application of their guidelines caused confusion in cases like Mr. Harris's.

Mr. Battison clarified that the ARB did not have the authority to enforce stop work orders; their Code Compliance Office would need to do that, but that staff was not available over the weekends, which was when most of this work was being done.

Council Member Jones asked Mr. Harris why he had not stopped the work after Mr. Battison had asked him to.

Mr. Harris explained that he did not listen to Mr. Battison because he was aggressive and demeaning in their conversations.

Council Member Jones asked if people who purchased properties in the historic district were informed of the limitations on renovations, so they were educated and did not make these kinds of mistakes.

Mr. Crews explained that when someone was buying a house, realtors were obligated to inform buyers that the property was located in a historic district; however, there was no way to ensure that realtors did so. Additionally, the City's Preservation Planner had ensured they sent out postcards twice per year to all owners of historic district property owners. They also were compiling a list of realtors to provide that information directly to them.

Council Member Jones expressed concern that the City and the ARB were not addressing this type of issue in a proactive way.

Mr. Battison clarified that at the state level, there was an ongoing attempt to require realtors to notify homebuyers that their property was historic, but it was not yet mandated.

Council Member Jones said that the ARB needed to do a better job of enforcing the historic restrictions.

Vice Mayor Hill acknowledged that it was difficult to remedy the situation at this stage. He believed there was an ongoing issue in the City where people did whatever they wanted, regardless of what was told to them, and then asked for forgiveness later, which they could not let continue. He noted that the other buildings with vinyl siding may have been grandfathered in, but they had not investigated those situations. The history of Petersburg was a high priority, and although he admired Mr. Harris for providing housing for their veterans, the historic architecture of this house had been destroyed and needed to be reinstated. He supported upholding the ARB's decision in this case.

Mayor Parham called the vote on upholding the ARB's decision.

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

- d. 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

Jared Crews, Planning Manager, provided background information on the item. He explained that the Subdivision Ordinance, which is part of City Code, governed how land could be divided or reconfigured for sale or development purposes. Subdivisions were approved through plats, which were reviewed either administratively or by the Planning Commission for larger projects. The City's current subdivision ordinance was adopted in 1981, but it was outdated and no longer compliant with State Code.

Mr. Crews stated that as a Dillon Rule state, local ordinances must reflect State Code. Recently passed legislation took effect on July 1, 2025, further putting the city out of compliance. The proposed text amendment aimed to refresh the ordinance and bring it into compliance with State Code. The Planning Commission held a public hearing on the text amendment and voted 6-0 in favor of its approval on June 5, 2025. The current ordinance had two definitions, one for subdivision and one for street. To address existing issues, staff was seeking to add clarity to the ordinance, particularly in defining what constituted a subdivision and the process involved.

Mr. Crews stated that currently, the ordinance required a preliminary plat for all subdivisions, but State Code only allowed this for subdivisions of more than 50 lots. The ordinance did not distinguish between major and minor subdivisions, which could lead to confusion. For example, if a large parcel was split in half, the process was the same as for a subdivision of 50 lots. The fees and ordinance were outdated and did not reflect the level of review required. Additionally, the City lacked provisions for simple reconfigurations, such as combining two lots or moving a property line. The state-mandated changes that took effect this month included requiring all plats to be reviewed by an administrative agent, which meant localities could no longer require plats to be reviewed by the Planning Commission or governing body.

Mr. Crews stated that the appeals process also now went to the Circuit Court rather than the local governing body. The second bill reduced some of the timelines for reviewing plats. He summarized that proposed definitions included: a subdivision agent, who represented the City and enforced regulations; a plat, which was a document capturing and approving a subdivision; and a preliminary plat, which was a broad overview before specific platting. He continued to explain that they were also seeking to distinguish between minor and major subdivisions, with anything less than 10 lots considered a minor subdivision, as long as it did not require new streets, public facilities, or utilities. A major subdivision would be 10 or more lots or any subdivision that would require new utilities and streets.

Mr. Crews stated that the City would only require a preliminary plan for subdivisions of more than 50 lots. For major subdivisions, a site plan would be required prior to approval of the final plat. This was because major subdivisions involved more technical site development, including right-of-way dedication, utility installation, and lot layouts. In contrast, minor subdivisions and simpler reconfigurations would only require a single plat for review. All reviews would be completed administratively. Under State Code, the subdivision agent would be the planning director, and other City departments or state departments would be routed in for larger reviews.

Mr. Crews stated that if a plat was denied, the applicant could appeal according to the state code. The timeframes for these processes would be directly referenced in State Code, allowing for automatic updates. They also wanted to review and update its review fees, which would vary depending on the subdivision type. For major subdivisions, the fee would be \$150 plus \$10 per

lot, exclusive of the parent parcel. For standard plats, the fee would be \$150. He said that currently, their fee is \$25, regardless of the number of lots created. This fee did not reflect the amount of technical review and time involved in reviewing these documents.

Mr. Crews stated that the Comprehensive Plan mentioned that their subdivision ordinance was one of their regulatory tools for implementing the future land use map and framework. It also emphasized the importance of regularly reviewing and updating the ordinance to meet current and future goals.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Cuthbert made a motion to adopt the proposed 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. Vice Mayor Hill seconded the motion.

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

- e. Public Hearing for Consideration of a Resolution to Adopt the City of Petersburg Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan

Jennifer James, representing the Community Development Block Grant, stated that this consolidated plan would cover five years, from program year 2025 to program year 2029, and would conclude with the ending Fiscal Year 2030. The consolidated plan served as a five-year strategy for the Community Development Block Grant, aligning their approach with Housing and Urban Development (HUD) guidelines, as HUD provided the funding for the program.

Ms. James said that the focus of this consolidated plan was on improving access to affordable housing, public services, infrastructure improvements, and it was informed by public input, the Advisory Board, surveys, and public hearings. Key objectives and priorities for the plan included enhancing their parks and recreational spaces, which would support youth development and engagement. They also aimed to promote economic initiatives and infrastructure upgrades towards neighborhood revitalization.

Ms. James stated that a public hearing had been held in March, and an online survey had received 40 responses. The Advisory Board had held meetings with community organizations and community members, and the Chair had met with City Council members individually. A 30-day public comment period had been held, with notices advertised in the newspaper and on the City website, and posted in local venues such as the library. Their past performance had demonstrated their capacity to administer a CDGB program. Their 2023 and 2024 progress report had been well-received by HUD, with the agency acknowledging their timely performance and effective results.

Ms. James stated that they were nearing the completion of their 2024-25 projects and were working on collecting reporting data. They would submit their Consolidated Annual Performance Evaluation Report (CAPER) to HUD in September, which would be transparent and open to public comment. When conducting the needs assessment, they had collected data from the census and other organizations, such as the Cameron Foundation, Virginia Tech, and the Crater Health District. The data revealed that 63% of the community was renter-occupied, with an average housing stock age of 53 years. According to the data, 22% of residents lived in poverty, and there was a need to promote employment opportunities.

Ms. James stated that the top needs identified by the assessments included financial literacy, youth programs, job training, and access to safe and affordable housing. She indicated the next slide that presented the market trend data, which was automatically populated from the census data from HUD. This data indicated that the average home price in the City had increased by 21.5%. The current median home value in the city was approximately \$240,000. They did identify a need for more multi-bedroom units, Americans with Disabilities Act (ADA)-compliant housing, and home ownership support. To address this, they had included collaboration with local and state organizations, such as housing authorities and service providers, in their consolidated plan.

Ms. James stated that this five-year plan would focus on coordination and long-term planning. They also recognized a need for public facilities improvements, including infrastructure upgrades like roads, sidewalks, and utility repairs. They planned to utilize future Community Development Block Grant (CDBG) funding for these improvements. Additionally, they were currently working on park and green space improvements. Looking ahead, their goals included enhancing public services, expanding affordable housing, and improving overall infrastructure and amenities. Their consolidated plan was aligned with the PetersburgNEXT Plan, ensuring they were working together effectively.

Mayor Parham opened the public hearing.

Shanika McClelland, Executive Director of Peoples Advantage Helping Hands, stated that the CDBG plan presentation did not address homelessness, despite acknowledging affordable housing was an issue.

Ms. James stated that reducing and eliminating homelessness was included in their plan, although she had not mentioned it in the presentation. She explained that they had learned that Petersburg was facing affordability issues because of rising rents and aging housing stock. She noted that they would be working with Peoples Advantage and the Crater Area Coalition on Homelessness to develop plans for emergency shelters and permanent supportive housing, along with youth services and other special needs populations. She noted the Peoples Advantage would be offering 0% to low-interest loans for elderly and disabled community members to access critical home repairs that they otherwise could not afford. She added that their full five-year plan was available to the public to review in its entirety.

David Betts stated that in addition to aging housing stock, the City had a major issue of aging infrastructure. He asked if CDBG could help address infrastructure issues such as the recurring drainage issues around the City.

Ms. James said that CDBG funds could be used for infrastructure development, which was included in their plan. In year one, they did not fund any particular infrastructure projects but would be working with Parks and Recreation on community spaces. However, in the subsequent years, they would be reviewing the plan and creating an annual action plan for each year. If infrastructure was identified as a priority through their community engagement, it could definitely be funded by CDBG if the City decided to do so.

Sarah Melissa Witiak, 22 Centre Hill Court, stated that she appreciated the inclusion of green space and parks in the plans for this funding. She noted that with regard to the last speaker's comments, parks and green space could be used to mitigate runoff, and if done properly and with adequate coordination, they could prevent flooding. Additionally, she hoped they would review the Comprehensive Plan and focus some of the green space to be located in the heat islands, which were identified in the Comprehensive Plan as the most in need of trees and green space.

Mayor Parham closed the public hearing.

Council Member Myers thanked Ms. James and the CDBG Advisory Board for all their hard work and working with City Council to formulate a good plan. He believed this plan would help them achieve the future goals for their City.

Council Member Myers made a motion to adopt the Resolution to Adopt the Community Development Block Grant (CDBG) Advisory Board 2025-2029 Consolidated Plan. Vice Mayor Hill seconded the motion.

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

- f. 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

Brian Moore, Director of Economic Development, stated that this was a public hearing regarding the redevelopment of 436 Byrne Street. He explained that this project would be redeveloped as a single-family residence, and the offer was 125% of the property's value.

Priscilla Acuna, 95 Byrne Street, stated that their proposal was to purchase the lot from the City and built a newly constructed home, which they did previously at 86 Byrne Street. The assessed value was \$10,400 and they were offering \$13,000. She had also submitted a copy of the design for the house.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Myers made a motion to adopt the 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. Council Member Westbrook seconded the motion.

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

- g. 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

Brian Moore, Director of Economic Development, stated that this public hearing was regarding the proposed development of 201 Virginia Avenue. The proposal was to construct a single-family home, with the offer at 100% of the assessed value.

Timon Darfield stated that he recently built a home at 303 Webster Street and one on 124 Pine Street, so this would be a continuation of that work.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Myers made a motion to adopt the 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 Avenue. Vice Mayor Hill seconded the motion.

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

- h. 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 Avenue, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street, Located in Petersburg, VA

Brian Moore, Director of Economic Development, stated that this public hearing was regarding a proposed single-family development, with an offer of 100% of the assessed value.

Mayor Parham opened the public hearing. Seeing no speakers, he closed the public hearing.

Council Member Smith-Lee made a motion to adopt the 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 Avenue, 1150 Rome Street, 1162 Hinton Street, 201 Terrace Avenue, 417 S. Jefferson Street, 921 Priam Street, 851 East Bank Street. Council Member Myers seconded the motion.

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

- i. Public Hearing for Consideration of an Ordinance Authorizing 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

Brian Moore, Director of Economic Development, stated that this public hearing was in regard to proposed development of single-family homes, with an offer of 75% of the assessed value.

Mayor Parham opened the public hearing.

Gary Talley, 2323 Fort Rice Street, stated that he was supportive of the City's past practice of accepting 100% of the assessed value, and he would recommend that they not accept anything less than that.

Barb Rudolph, 1675 Mount Vernon Street, stated that she did not see how the offer was 75%; \$6,000 out of \$11,700 was closer to 50%.

David Betts stated that he did not have any issue with people building houses, but he believed the developer needed to have insurance and ensure they were not affecting the neighboring properties, which he had seen happen with other contractors in the City who refused to take responsibility for damages to neighbors' property.

Council Member Myers made a motion to adopt the 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. Vice Mayor Hill seconded the motion.

Vice Mayor Hill asked Mr. Moore if 100% of the assessed value could be the purchase price.

Mr. Moore said that the applicant had wanted to keep it at 50%, and staff had requested 75%. However, the Council could table this item and try to come to an agreement with the applicant.

Council Member Myers acknowledged that they should be seeking 100% of the appraised value, but if they got the property developed and back on the tax rolls, they would make up the difference.

Mayor Parham called the vote.

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

- j. 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

Brian Copple, City Engineer, stated that their paper was for an easement request from Dominion Power to install additional transformers and additional underground lines for the Poor Creek Pump Station. He explained that this was necessary to keep the project moving forward, and staff therefore recommended approval.

Mayor Parham opened the public hearing.

Sarah Melissa Witiak, 2 Centre Hill Court, stated that she was glad to hear the conduits would be going underground, and she believed the City should do everything it could to keep electrical lines underground in their future developments, which would improve and beautify their City.

Mayor Parham closed the public hearing.

Vice Mayor Hill made a motion to adopt the 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. Council Member seconded the motion.

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

9. **PUBLIC INFORMATION PERIOD**

Vice Mayor Hill asked if the City Manager and other public safety staff could address the City's response to the heavy rainfall, they had recently experienced.

March Altman, City Manager, stated that he would like to address the significant rainfall they experienced last night and the preceding days. The rain was not limited to last evening, but rather, it was a prolonged period of heavy precipitation that began on Saturday, Sunday, which had continued through the week leading up to those days. The equivalent of 100-year storms occurred each evening, resulting in substantial rainfall that overwhelmed their creeks and drainage system.

City Manager Altman stated that according to their report, they received at least five inches of rain on Saturday, but he believed the actual amount was closer to 10 inches, given the storm's looping pattern and reformation over the City. The flooding was widespread, with significant damage reported throughout the City. On Sunday evening, the storm brought heavy rain, and they experienced flooding on several roads. The storm also resulted in approximately 1,100 citizens losing power, with about 400 still without power last night due to a transformer fire on one of their Dominion poles. Fortunately, power has been restored. While there were no fatalities or injuries, there was property damage, including several vehicles that were abandoned or damaged by floodwaters.

City Manager Altman said that they are currently working with a Virginia Department of Emergency Management (VDEM) crew to assess damage and will be providing updates on their social media channels and through an email address set up specifically for community members to report damage. The email address is em@petersburg-va.org. He said that they will be tracking and reporting all damage to FEMA, although it was unclear at this time whether any FEMA funds will be available as no state or federal state of emergency had been declared.

City Manager Altman said that they have declared a local emergency state of emergency, as previously done by Council, and will be conducting damage assessments and reports. Today, he will be out and about in the City, and he will provide an update on the damage. At the time of their meeting, the only road closed was 460 between Pine Tree Apartments and Wagner Road, due to water overtopping and sheet flow across all four lanes. They also had floodwaters in the harbor. He would like to commend the Police, Fire, Public Works, and Petersburg Area Transit (PAT) staff for their efforts last night, as it was a team effort. All personnel responded well to the situation, and their team worked diligently to protect the citizens.

City Manager Altman stated that he wanted to publicly commend them for their efforts and the work they undertook on behalf of their citizens. The PAT buses were utilized to provide a safe shelter for those residents from the Woodmere Apartments, who had been evacuated due to flooding from the lake behind the complex. Once the water subsided, they were able to return to their apartments. Throughout the day, water was sitting in various areas of the City, making for a long and challenging night for their staff.

Travis Christian, Police Chief, stated that their public safety staff had been working all night long to ensure everyone in the City was safe. He wanted to caution that in the event anyone saw high waters in the City, to please make sure travel was avoided in those areas, either in vehicle or by foot. While some waters may be shallow, they sometimes only appeared shallow and if the water was moving swiftly enough, it could wash vehicles away and trap people in deep water. Additionally, they had to evacuate some residents who became trapped in apartments. He was grateful that there had been no casualties, and they asked everyone to please stay safe and take precautions, as they were expecting more rain.

Wayne Hoover, Fire Chief, expressed his gratitude to all the public safety staff who had worked tirelessly to keep everyone safe. They became overwhelmed with calls for service by around 10:00 p.m. due to the rapid rise of water. They quickly deployed every available resource to the field, and upon recognizing that the situation was escalating, they activated the Crater Regional Technical Rescue Team for their swift water rescue boat crews. They successfully brought in those crews and also received mutual aid units from surrounding jurisdictions to continue to help with the call load. The apartment buildings posed the biggest threat to life safety due to the rapid rise of water.

Chief Hoover said that they used boats and all public safety personnel participated in removing residents from the building. PAT again demonstrated their capabilities by providing buses, which helped shelter those residents in place until the water receded, and then assisted them back in. He stated that they established a partial Emergency Operations Center at the new Fire Administration Building and worked extensively on logistical matters from that location. Their emergency management team operated from there as well. VDEM had been on site all day, as City Manager Altman had mentioned. He said that they could not express their gratitude enough to the state for their support.

Chief Hoover stated that as he was returning to work this morning, he received a call from Governor Youngkin, offering every resource he could provide to ensure everyone's safety. He said that they did suffer some infrastructure damage last night, particularly to their communications system. However, they were now up and running, and local and state resources had been on scene. He was pleased to report that their infrastructure was now solid, and they remained in a response mode. As he had mentioned to the media today, if a similar situation were to occur this afternoon, they would be fully prepared.

Mayor Parham read the rules for public comment.

Lynn Harrison, 19 Kennedy Court, stated that Ms. Harrison said that she did not wish to be there today, but she had been compelled to attend, and Council was aware of why she was here. She stated that the following information was her personal opinion, supported by documents, emails, text messages, social media posts, and personal experience. To establish her credibility for what she would be discussing today, she wanted to explain that in 1978, she was the first female and minority president of the Greater St. Louis Police Academy. She worked for a police department with 1,200 employees and 900 sworn officers.

Ms. Harrison said that among those 900 sworn officers, there were fewer than 24 officers of minority backgrounds. She held three higher education degrees in criminal justice, and she had taught at several universities and colleges in criminal justice, serving as an associate professor of administration of justice, an adjunct professor, a guest lecturer, and an instructional designer with expertise in homeland security. Her work had been published in the Encyclopedia of Criminology, she had served on several federal and state boards of directors for criminal justice, and she had developed over 50 intellectual properties for law enforcement training.

Ms. Harrison stated that she had also held the position of professor by courtesy, serving as a civilian pro bono for the Federal Bureau of Investigation (FBI) National Academy for a police department under a consent decree, was a former member of the National Organization of Black Law Enforcement Executives (NOBLE), and was a graduate of the Commonwealth of Virginia Certification Magistrate School and a former magistrate of Petersburg.

Ms. Harrison explained that on May 3, 2025, I had filed an internal affairs complaint against a command-level officer of the Petersburg Police Department and the department itself for failure to comply with state law regarding a Freedom of Information Act (FOIA) request. The complaint listed the officer for misuse of public office, defamation, fitness for duty, and knowingly submitting altered, edited, and false evidence of information on an official document. The complaint contained all the supporting evidence of her claims. The complaint was available to the public through a FOIA request and was not exempt from personnel records because no action had been taken, and the complaint itself was not exempt.

Ms. Harrison stated that if the public were aware of the content of this complaint, the Council would be pressed for answers, citizens would be outraged, and they would undoubtedly make national news. Unlike Petersburg, Colonial Heights understood the legal liability for failing to respond to a FOIA request. This particular officer, a high-ranking officer, had solicited from Colonial Heights Police Department, altered and edited an officer's body camera footage and presented it as evidence in her background investigation from the department.

Marlo Green, 301 Rolfe Street, commended the Fire and Rescue Squad and Public Works on their phenomenal work in response to the flooding events. She noted that there had been no flooding on Pocahontas Island, which she was thankful for. She said that she had repeatedly discussed the Appomattox River Trail with this Council, and again she wanted to state that the high grass was being cut inconsistently and needed to be maintain more responsibly. Also, she frequently visited Patton Park and Poplar, and it was appalling to her that they took care of those properties but ignored the Appomattox River Trails. She requested the City to please get that on their maintenance schedule.

Ms. Green said that regarding the sale of City-owned property, she believed that there needed to be some kind of provision in writing that ensured properties were sold rather than rented after the development was approved by Council. Regarding home repairs, Rebuilding Together will be at the Pocahontas Chapel tomorrow, which was a phenomenal opportunity for people to get information about free home repairs in Petersburg. She encouraged anyone in need of free home repair services to come out to the chapel.

Barb Rudolph, 1675 Mount Vernon Street, stated that she was surprised this morning when she was driving on South Crater Road and saw the vape shop that had concerned Council so greatly on April 15.

She reread the minutes and the local Progress Index story, which indicated that Council Members felt passionately that the proliferation of such vape shops needed to stop, and they voted unanimously to turn down the ordinance proposed that would facilitate the opening of this vape shop. At the very least, he should have needed a special use permit, but at 8:30 a.m. this morning, it was open for business. She asked if Council had any information about how this rejected business still was able to open and operate as it now was. She said that there seemed to be very little consistency, and the decisions of Council had no bearing on what would actually happen in the City.

Sarah Melissa Witiak, 22 Centre Hill Court, stated that she wanted to state that in their haste to develop City property, especially near wetlands, they needed to think about a long-term plan and prepare for future flooding. They needed to ensure they protected the land that could absorb floodwaters before people's houses were affected. On another note, she wanted to address the new courthouse project. The new website allowed people to ask questions, but no answers had been provided for over two weeks, so she requested that answers be provided in a timelier manner so they could have continuing conversations throughout the project. She asked if the master plan that included the courthouse project could be posted so the public could see how the courthouse fit into the overall plan and existing infrastructure.

Dr. Witiak stated that additionally, the public had requested to have traffic studies posted on the website for review, but it had been a month since then and the studies had not yet been posted. Furthermore, there have been discussions about how the new courthouse fits into the use of the Hustings Courthouse. She noted that there had been no mention of how the houses in Centre Hill would be considered as part of this plan, despite them being even closer to the new courthouse than the old one. She asked the City to please work with the developer of the new courthouse to ensure Centre Hill was represented in their designs and that their neighborhood's needs were considered.

Johnny Saku, 20 West Old Street, stated that he was the owner of the Art Exchange. He stated that in his time here, he had noticed that Petersburg was a reactionary town. He noticed this distinctly with the flooding they just experienced. He had repeatedly requested for the storm drains on his street to be cleaned but had received no response. He added that he felt it was disrespectful when Mr. Moore had called small business owners "hobbyists." He continued that last night, along with the Police and Fire Departments, he had to personally use sandbags to protect the historic building his business was in, so it did not go underwater in the flooding. He understood the flooding issues in the City had been going on for years, and the building had been there since 1847, so he wondered what the City's plan was to address this longstanding issue.

Mr. Saku stated that he was excited about the new casino and the benefits it would bring to the City and his business, but he must question how the City planned to support the great things they had going on. He emphasized that infrastructure was key in this aspect, and if they did not have working sewers and a plan for drainage, they could not revitalize any part of the City. As a veteran, he understood the importance of following a plan to ensure success and safety, and he was deeply concerned about the consequences if Petersburg did not have a plan for its future.

10. BUSINESS OR REPORTS FROM THE MAYOR OR OTHER MEMBERS OF CITY COUNCIL

Council Member Cuthbert stated that Council Member Jones brought to his attention two weeks ago a fire hydrant outside of the Circuit Courthouse that had been out of service for weeks now. He requested the City Manager to provide Council with a total number of out-of-service fire hydrants at their September meeting, including the addresses of each hydrant, how long they had been out of service, and when the City expected them to come back into service. Additionally, they needed to address the infrastructure needs on West Bank Street, which was disproportionately impacted by flooding.

Council Member Jones stated that regarding vape shops, he was concerned that despite the City's attempts to curb the number of them, they were dealing with business owners who thought they could just call them convenience stores and get around the will of the City. He believed they needed to be more

aggressive with these businesses, which was unfortunate because not all businesses were doing this, but there were some people who wanted to take advantage of Petersburg. Additionally, he felt it was essential that City staff take inventory of every issue in the City and report it to the City Manager and then to City Council so they could resolve things expediently.

Council Member Jones noted that “Operation Gateway” had successfully cleaned up the East Washington Street corridor in a very efficient and collaborative manner, so he would like to have this operation expanded to the other areas of the City. He emphasized that he knew that all of their City staff cared deeply about doing good work, but they could not do it well unless they do it as a team. He said that related to their flooding and drainage issues, he wanted to note that in the past, development of the City had allowed for blockage of waterways, but they no longer did that. However, the problems of those past decisions had resulted in poor water drainage in the City and they would be working to address it.

Council Member Westbrook thanked the Progress-Index for publishing a story about a month ago about the potential plastic bag tax for Petersburg. He noted that there already was widespread use of reusable and biodegradable bags in Virginia, so he thought it would be easy for Petersburg to adopt it as a local practice. He wanted to let their local business owners know that it would be easy for them to get branded bags as a marketing strategy as well as improve their environment. He emphasized that this tax would not hurt the City and was not meant to generate revenue; it was solely focused on being more environmentally friendly as a City and doing everything they could do to clean up litter and fund art projects. In addition to hopefully implementing a plastic bag tax, he wanted to address how artificial intelligence (AI) was being used in their City and how they could implement it in their future work. He hoped that using AI would allow them to make their processes more efficient. He invited everyone to join them for National Night Out on August 5, 2025.

Council Member Smith-Lee stated she would like to give a shout out to Mr. Nelson, who has a community garden on the corner of Wythe and Washington Street, next to the old Owens Printing Company. She said that anyone can visit his garden, which offers a variety of fruits and vegetables, including plums, strawberries, cucumbers, and more. Additionally, they have a community garden on Farmer Street, maintained by Craig Tucker. She recently visited his garden and picked up some cucumbers, onions, potatoes, kale, and collards. She encouraged everyone to visit the community gardens and enjoy the fresh local produce.

Vice Mayor Hill stated that he wanted to clarify that the City did have a plan, which was evident in how properties were being renovated, and economic development opportunities were underway. He agreed with members of the public that infrastructure was a major concern and they were trying to rectify that in their planning, but it took a lot of funding and their needs cost more than their available funding. He wanted to assure the public that they were trying to fix the problems in smaller, more manageable portions rather than all at once.

Vice Mayor Hill expressed concern regarding the vape shop that had been mentioned earlier in the meeting, which should not have been awarded a business license but somehow was approved for one by their City staff, despite the Council’s clear direction that they should not operate. He requested the City Manager to please ensure that the direction given by Council was carried out by every level of their staff and the results were evident to the public. He was concerned about this lack of continuity, which damaged confidence in their local government and the operations of the City. He believed that the situation with the vape shop may mean that someone needs to be fired, because it was an appalling oversight and spoke to a greater problem of their staff not fulfilling their duties. He reiterated that all their staff needed to do better.

Mayor Parham stated that next month they would start having back-to-school events, so he encouraged everyone to look out for those announcements. He commended the Petersburg Fire Department for extinguishing a fire at the Phlow Corporation facility, where they responded within five minutes and allowed the operations to continue uninterrupted. Furthermore, he wanted to thank the Petersburg Police

Department for their patience while the City fixed their pay scales, and he was glad they had finally implemented them and were paying people appropriately for their years of service. He thanked the members of the public who came to tonight's meeting.

11. ITEMS REMOVED FROM THE CONSENT AGENDA

There were no items under this portion of the agenda.

12. FINANCE AND BUDGET REPORT

There was no report.

13. UNFINISHED BUSINESS

- a. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and J.C. BYNUM CONSTRUCTION LLC for the Development of 741 Blick Street Located in Petersburg, VA

Brian Moore, Director of Economic Development, provided background information on the item. He stated that this was a request to update a 2020 development agreement. The property had been paid for by Bynum Construction, but had not been included in the past agreement, so this requested agreement would remedy that. Therefore, staff recommended approval of the proposed resolution.

Council Member Jones made a motion to adopt the Resolution authorizing the City Manager to execute a development agreement between the City of Petersburg and J.C. BYNUM CONSTRUCTION LLC for the development of 741 Blick Street. Vice Mayor Hill seconded the motion.

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

14. NEW BUSINESS

- a. Update by Berkley Group on Comprehensive Overhaul of Zoning and Subdivision Ordinance

Tori Haynes, Senior Planner with the Berkeley Group, stated that tonight she would be giving Council an update on their progress with the Zoning and Subdivision Ordinance. In their overall project schedule, they were in Phase 2 ordinance development, which would conclude in September. They would then move into the final adoption phase, including public review of the full draft ordinance, a joint work session with the Planning Commission, and a final public hearing and vote to adopt in early 2026.

Ms. Haynes stated that when they last spoke with Council in September, they had given an overview of the first phase, which focused on public engagement. Here in the second phase of ordinance development, they have completed eight of 11 proposed articles, and they have working drafts of the remaining articles currently in development. The eight drafted articles included general and administrative provisions, permits and applications, district standards, a use matrix and use performance standards, community development standards, and nonconformities.

Ms. Haynes stated that they had also drafted definitions relevant to each of these articles, which would be compiled into Article 11. Planning staff had reviewed and provided comments on all drafts so far, and they were currently incorporating those edits. Drafting of the final set of articles was in progress. Those would involve overlay districts and subdivisions, and these were slated to be reviewed with the Planning Commission at their next work session in two weeks. As they reviewed the ordinance tonight, it should be kept in mind that these were working drafts, so there was a lot of room to make edits, corrections, and incorporate comments from the public, staff, Planning Commission, and City Council.

Ms. Haynes stated that Article 1 included general provisions and establishment clauses, combining language from their current ordinance and establishing new language needed. It was largely driven by State Code, with references to applicable code sections included in the text. Article 2 established the powers, duties, and procedures for City Planning staff, Zoning staff, the Planning Commission, the Board of Zoning Appeals (BZA), and the Architectural Review Board, as well as provisions related to enforcement and penalties. It also established the fee schedule to be adopted by City Council.

Ms. Haynes noted that the fee schedule was currently adopted within Article 31, they were establishing the language for the fee schedule in the administrative article, but they recommended adopting the actual list of fees separately as an appendix, making it easier to update fees without triggering a full ordinance text amendment process. She continued to explain that Article 3 outlined permits and applications, providing requirements and processes for different types of applications, as well as procedures for administrative determinations, appeals, and public notifications. Currently, this information was scattered throughout the ordinance, and they had compiled it into one concise article. They had also updated public notice requirements to be consistent with recent state code amendments, streamlined the BZA process to focus on variances and appeals, and retained recent amendments such as the new site plan requirements.

Ms. Haynes stated that Article 4 established primary zoning districts and related standards, including setbacks, lot sizes, and measurement guidelines for consistency and plan review. This article also included tables showing development standards for each district, with additional regulations following the table. In the draft versions, they used footnotes as review guides to help with formatting, which may appear slightly off at this stage. They would refine this in any final version. Article 6 dealt with use permissions, covering by-right uses, SUP requirements, accessory uses, and prohibited uses.

Ms. Haynes stated that they had consolidated and revised uses to streamline the ordinance and provide consistency across districts. A use matrix had been created, replacing the waterfall list format, and included modern uses and terms. This matrix categorized all uses and contained associated standards. Article 7 provided use performance standards, outlining provisions and regulations for specific uses that may impact the City. She introduced new standards for existing and newly established uses, as well as clarified uses required by state code. Article 8 was a comprehensive article addressing community development and design standards.

Ms. Haynes stated that they had incorporated items such as outdoor amenity and open space standards, landscaping standards, which had been written to be consistent with the new tree protection ordinance. Additionally, related to landscaping, they introduced new provisions for transitional screening and buffers between uses that may be in conflict. They had also established fence and wall standards, access, and parking standards, and updated the sign ordinance to be compliant with the Supreme Court case Reed versus Gilbert and had introduced outdoor lighting standards.

Ms. Haynes stated that they were still working on street design standards, which would be covered in the Subdivision and may also be addressed here. They were also working on adding graphics from a third-party consultant to better understand dimensional and design standards. Article 9 related to nonconforming uses, lots, and structures, which were heavily dictated by State Code and offered limited flexibility. They had revised and updated definitions from the existing ordinance, State Code, or best practice.

Ms. Haynes stated that the remaining articles included Article 5, Overlay Districts, primarily the historic overlay district. They also had a question from the Planning Commission that she would address momentarily regarding a potential new overlay district in the downtown area. Article 10 would deal with Subdivision, updating Appendix A. She understood that staff had made State Code compliance changes, and they would ensure consistency with that and provide best standards in their

subdivision ordinance. She explained that the Planning Commission had raised two questions that Berkley Group would appreciate City Council direction on.

Ms. Haynes said that they had not pursued these items yet, but they wanted to know how the City would like to proceed. The first question involved data center permission, specifically whether it should be by right or with a Special Use Permit (SUP). Currently, it was drafted as by right in their industrial districts, with applicable performance standards. The Planning Commission had expressed interest in permitting data centers as SUP rather than by right. Either way, the use of performance standards would apply, so they would like to know whether city council would be most comfortable with by right with standards or SUP with standards.

City Manager Altman noted that Council had already taken action on data centers with the adoption of data center standards and a Zoning Ordinance amendment.

Ms. Haynes said that their main concern was whether the use should be by right or by SUP.

City Manager Altman reiterated that Council had voted on this issue and the Ordinance they passed included the information on how they wanted to handle it, so if the Planning Commission was seeking guidance, he would refer them to that document.

Council Member Cuthbert stated that he would like for Council to consider the option of only allowing data centers by SUP. He asked if that option could be included in the draft ordinance for Council to consider.

Ms. Haynes replied that the use would either need to be listed as by right or by SUP in the use matrix of the Ordinance. She understood Council's decision was to keep the use as by right, but the Planning Commission had raised it as an issue and therefore they wanted to confirm that was still the City's intent.

Mayor Parham suggested that Council Member Cuthbert work with their Berkley Group consultants to draft some potential alternatives to present to Council at a later date.

Ms. Haynes said that the second question from Planning Commission was whether the City should consider researching an entertainment overlay district in the downtown area, distinct from the entertainment, resort, and casino district. This could include topics such as open container allowances for strip and stroll events, street performers, outdoor entertainment, and noise flexibility for events and activities. They had considered some of these ideas, and if there was interest, they may need to determine whether they should be included in City Code or Zoning regulations. For example, some activities, like outdoor events, could be established through State Code, but not through Zoning. They would need to discuss the distribution of responsibilities between departments, potential boundaries of the districts, and any necessary project or scope amendments.

Ms. Haynes said that this concept was not currently drafted, and they had not begun working on it. Their question to the City Council was: if there was interest in pursuing this type of overlay, what activities should be explored, and which departments should be responsible for administering and enforcing these regulations? If they did wish to pursue this research, what goal would Council like to achieve?

City Manager Altman noted that this had already been discussed by City Council, and he understood the Planning Commission's interest in seeing if Council may reconsider, but Council had already agreed not to move forward with that idea.

Ms. Haynes replied that the clarification was helpful. She stated that the full contents of their work so far were included in the packet. If Council had any follow-up questions, they were free to email them, and they would address them more directly and in more depth. Looking ahead, they would be back

here in two weeks for a work session with the Planning Commission. If they had any comments on tonight's materials, they were encouraged to submit them to them within the next two weeks by July 29, 2025. Further ahead, they would have a final work session with the Planning Commission in September, followed by the public engagement phase around December, and ultimately, a public hearing and final adoption early next year.

15. CITY MANAGER'S REPORT AND SPECIAL REPORTS

March Altman, City Manager, stated that he had nothing to report this evening.

16. BUSINESS OR REPORTS FROM THE CLERK

Tangi Hill, City Clerk, stated that volunteers were needed for the Summer 2025 Point-in-Time Count. The Crater Area Coalition on Homelessness (CACH) would be conducting the count on July 23 and 24, 2025. She asked anyone interested in volunteering to please contact her office, who could put them in touch with CACH. Additionally, CACH was requesting donations for hygiene kits for their homeless residents.

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 8:14 p.m.

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, September 2, 2025, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:03 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/354115>.

1. ROLL CALL

Present:

Council Member Charles Cuthbert
Council Member Howard Myers
Vice Mayor Darrin Hill
Mayor Samuel Parham

Absent:

Council Member Marlow Jones (Late)
Council Member Arnold Westbrook (Late)
Council Member Annette Smith-Lee (Late)

Present from City Administration:

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

Mayor Parham entertained a motion to add discussion of §2-5 of the City Code 2.2-3112, §§2.2-3112 and 15.2-2285 of the Code of Virginia, and Petersburg Circuit Court Case No.: CL25-409, 414, and 440, and other matters requiring legal advice from the City Attorney to the Closed Session.

Vice Mayor Hill made a motion to add discussion of §2-5 of the City Code; §§2.2-3112 and 15.2-2285 of the Code of Virginia; and Petersburg Circuit Court Case No.: CL25-409, 414, and 440; and other matters requiring legal advice from the City Attorney to the Closed Session. Council Member Myers seconded the motion.

All member of Council present voted in the affirmative. Motion carried.

2. CLOSED SESSION

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

- a. §2.2-3711(A)(1) of the Code of Virginia for the Purpose of Discussion Pertaining to Performance, Assignment, Salaries, 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 Specific Public Officers of the City of Petersburg; 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)(6) of the Code of Virginia for the Purpose of Discussion or Consideration of the Investment of Public Funds Where Competition or Bargaining is Involved, Where If Made Public, the Financial Interest of the Governmental Unit Would Be Adversely Affected; and
- d. §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 §2-5 of the City Code; §§2.2-3112 and 15.2-2285 of the Code of Virginia; and Petersburg Circuit Court Case No.: CL25-409, 414, and 440; and Matters Requiring Legal Advice from the City Attorney and Matters of Probable Litigation; and
- e. §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.

Vice Mayor Hill 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, Myers, Hill, and Parham; No: N/A; Abstain: N/A; Absent: Jones, Westbrook, and Smith-Lee.

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

Council Member Westbrook arrived.

Council Member Smith-Lee arrived.

Council Member Jones 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."

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.

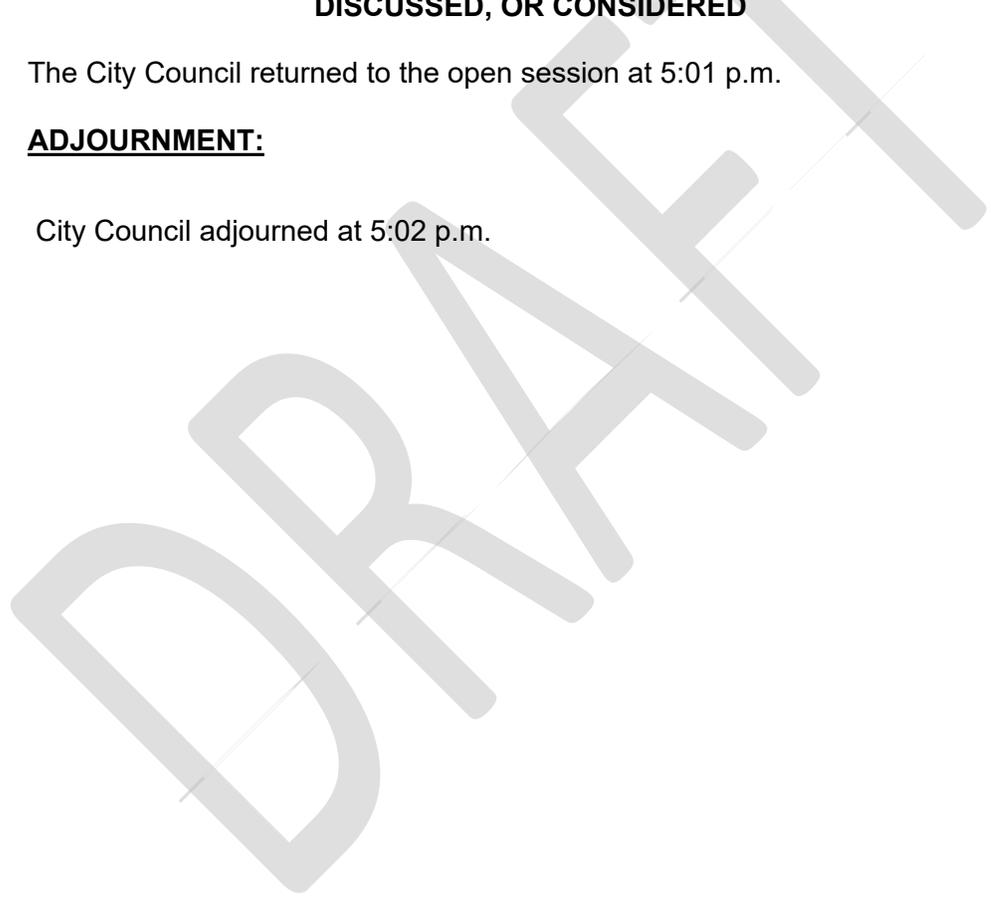
On a roll call vote, voting Yes: Cuthbert, Jones, Myers, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; Abstain: N/A; Absent: N/A.

2025-RES-040 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.

3. ADJOURNMENT:

City Council adjourned at 5:02 p.m.



The special joint meeting of the Petersburg City Council with Petersburg Planning Commission was held on Tuesday, September 2, 2025, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:02 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/354309>

1. ROLL CALL – CITY COUNCIL:

Present:

- 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

Absent:

Present from City Administration:

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

ROLL CALL – PLANNING COMMISSION

Present:

- Marshall Ford, Chair
- Dr. Diane Harley
- Tony McDaniel
- Kristen Katzenbach
- Dr. James Norman
- Fenton Bland

Absent:

- Alvin Cannon, Vice Chair – (Late)
- Aku Reinhardt
- Thomas Hairston – (Late)

Present from City Administration:

- Jared Crews, Interim Director of Planning and Community Development
- Tyler Jackson, Planner I

2. DETERMINATION OF THE PRESENCE OF A QUORUM:

A quorum was present for the City Council and the Planning Commission.

3. OFFICIAL PUBLIC HEARINGS

- a. Public Hearing and Consideration of an Ordinance to Approve a Request by Chris Winslow of Winslow, McCurry, & MacCormac, PLLC, on Behalf of SP-Thirteen Properties, LLC, for a Special Use Permit to Operate an Assisted Living Facility at 36 West Fillmore Street, Parcel ID 022360001, in the R-B Office-Apartment Zoning District

Jared Crews, Interim Director of Planning and Community Development, provided an overview of the item. He explained that 2025-SUP-03 was a special use permit request for an assisted living facility

at 36 West Fillmore Street, located in the R-B Office-Apartment Zoning District. The property was approximately 1.3 acres on the corner of West Fillmore and Harrison Streets. He stated that the applicant's request was to operate an assisted living facility within the existing building on that property. As of 2023, a special use permit was required for an assisted living facility use within the City.

Mr. Crews stated that the Zoning Ordinance defined an assisted living facility as a residential facility where more than eight residents received assistance with activities of daily living or therapeutic care, regardless of whether they were licensed by a governmental agency or not. The Zoning Ordinance also stated that special use permits could be granted if public health, safety, and welfare were not adversely impacted and if safeguards were put in place to protect surrounding properties, persons, and neighborhood values.

Mr. Crews said that he would provide some background information on this specific property. It had been historically used as an assisted living facility through multiple entities over the years. Originally built in the early 1950s as the Petersburg Home for Ladies, the facility operated until September 2022, when the Fillmore Place facility ceased operation after having its license revoked by the Department of Social Services. The applicant, SP-Thirteen Properties LLC, purchased the property in October 2022 and completed renovations on the building over the next couple of years with the intent of reopening the facility as an assisted living facility.

Mr. Crews stated that the Zoning Administrator had previously determined that the assisted living facility use was considered legally nonconforming due to the owner having obtained vested rights during the two-year renovation period. However, this determination was challenged and ultimately overturned by the Board of Zoning Appeals (BZA) in April 2025, which meant that a special use permit was required to reestablish the assisted living facility use.

Mr. Crews stated that the applicant was requesting to operate a facility with between 50 and 60 beds for residents within the existing approximately 22,000 square foot building. The site included an off-street parking area, a central courtyard, and an outdoor terrace. The interior of the facility included resident rooms, a day room, dining and laundry facilities, and office, kitchen, and storage areas for staff.

Mr. Crews stated that the applicant was seeking a new license from the Department of Social Services to operate as an assisted living facility, offering services such as medical oversight, therapeutic programming, management for medication and nutrition, meals, and laundry provided on site. He said that 24-hour staffing and supervision would be provided on site, as stated in the application. The application also included an overview of the property's parking areas, floor plan, courtyard, and terrace area, as well as the surrounding zoning and uses.

Mr. Crews stated that a majority of the parcels surrounding the property were within the R-B Office-Apartment District, while some parcels to the south and east of Harrison Street were in the R-3 and R-5 Zoning Districts, respectively. He noted that Elora Gardens, an age-restricted apartment complex, was directly across the street. When comparing the request to the Comprehensive Plan, a few considerations came into play.

Mr. Crews said that this area was designated as a historic core neighborhood on the Future Land Use Map (FLUM), characterized by its historical development pattern and focus on neighborhood and existing patterns. Senior housing was listed as a primary land use within these areas, along with a mix of other residential uses and community-based uses such as schools, churches, and community centers. He further explained that the principles of development for historic core neighborhood areas included the renovation and reuse of existing structures, diversity amongst housing types and resident types, and the encouragement of community-based uses.

Mr. Crews stated that the application emphasized the focus on older individuals and aging in place, a concept that would become increasingly important as Petersburg's population of older adults continued to grow. Housing options like assisted living facilities could provide seniors with routine medical care and daily support while allowing them to stay within their community.

Mr. Crews stated that in order to ensure the site met the intent of the SUP application, staff proposed the following conditions: the site and facility would be developed and maintained in accordance with the provided site plans and elevations and floor plans; the facility must obtain and maintain the necessary licensure through the Department of Social Services, and failure to maintain active licensure may result in review and possible revocation of the special use permit; qualified staff must be on site 24 hours a day, and repeated, substantiated complaints about adequate staffing and supervision may also lead to review and possible revocation of the permit.

Mr. Crews continued to review the recommended conditions, which included: the permit served as approval for the use of the property as an assisted living facility for the aged and infirmed individuals as described in the application, and any expansion of the scope of services, including using the facility as an outpatient clinic or inpatient medication-assisted treatment, was prohibited; the facility would be limited to a maximum of 60 beds for residents, and any expansion beyond that number would require an amendment to the special use permit; the development shall include amenities for residents, such as outdoor seating areas.

Mr. Crews stated that in addition to the previously mentioned requirements, the on-site dumpsters must be placed within an enclosed enclosure with opaque screening; any new owner or operator of the facility would need to register and certify with the Zoning Administrator, confirming that they were undertaking similar endeavors on the property and that their operation would comply with the approved permit; and finally, this permit may be revoked by the city council or its designated agent if the facility failed to comply with any of the listed conditions or federal, state, or local laws.

Mr. Crews concluded that the proposed use, as described in the application, appeared to align with the Comprehensive Plan and the historic core neighborhood area, given the property's historical use as an assisted living facility and the existing mix of residential use types in the area. He noted that there had been serious issues with the facility that operated in this location in the past, and some neighboring residents continued to express concerns about resident supervision and potential negative community impacts. However, the property owner had made a significant investment in the property's use as an assisted living facility prior to the determination that the use was not legally nonconforming.

Mr. Crews stated that the applicants were now following the recommended process, which involved seeking a special use permit. The property owner was not affiliated with the former Fillmore Place operation that was shut down by the state. To address the concerns of the neighborhood and mitigate potential negative impacts, staff recommended including conditions of approval that prioritized the provision of quality services to residents while also implementing safeguards to address neighborhood concerns.

Mayor Parham asked if the applicant had a presentation.

Chris Winslow, representing SP-Thirteen Properties, stated that this application was for the OneSource Assisted Living Center, a special use permit for a licensed assisted living facility at 36 West Fillmore Street. He noted the need for an assisted living facility in Petersburg and the surrounding area. According to the National Institute of Health (NIH), they could expect 4 million more baby boomers to reach the age of 80 over the next five years. Currently, 16.7% of Petersburg's residents were over the age of 65, and this trend was expected to increase. As they referred to assisted living, he wanted to clarify that it specifically referred to assistance with daily living tasks, medication management, and personal care for elderly individuals.

Mr. Winslow stated that there were limited affordable senior care options available, with 16 in the area and demand increasing. He said that he also wanted to clarify that assisted living facilities were a different level of care than a nursing home, serving as a bridge between independent living and nursing care. The proposed facility would offer 24-hour medical supervision and provide professional oversight to ensure that residents received additional care if needed.

Mr. Winslow stated that they were seeking licensure with the Department of Social Services, which was currently pending. Mental health support was also essential, as social isolation and structured activities could significantly impact residents' well-being. They were incorporating activities such as exercise groups, reminiscing sessions, and community events to promote socialization and reduce depression and anxiety. Their facility would also prioritize enhanced public safety through 24-hour staffing, natural surveillance, key card security, and cameras. This would ensure a consistent level of safety for both residents and the surrounding community, which would be professionally monitored.

Mr. Winslow stated that regarding community stability, they would have professional property management to ensure the property was occupied. He believed their ideal number of residents was between 50 and 60. Since there were no single bedrooms, each room would have at least two occupants. A few rooms were larger and could accommodate three if they reached the 60-resident limit. The economic impact was also crucial to address. This project would create employment opportunities in healthcare, administration, and support roles, as well as professional development opportunities for those with existing jobs.

Mr. Winslow stated that they had already seen some property tax revenue generated from this property. They anticipated that visits from family members would stimulate local commerce. Assisted living was beneficial because it reduced emergency room visits. With medical monitoring in place, they could ensure residents received proper care without sending them to the emergency room; this was a cost-effective approach to healthcare. Staff had discussed aging in place, which was a significant issue. Keeping seniors in their homes, maintaining neighborhood continuity, and adding diverse housing stock were all positive outcomes. This concept was not only beneficial for Petersburg but also for communities nationwide.

Mr. Winslow stated that they foresaw intergenerational program opportunities and community programming, which would involve volunteer engagement and community involvement. Regarding traffic and noise, according to the Institute of Traffic Engineers (ITE) Handbook, a typical bed in an assisted living facility generated 2.6 trips per bed, which was lower than the current zoning for apartments, which was 6.65 trips per unit. The proposed facility would maintain quiet operations and minimize parking demands, as evident in the architecture.

Mr. Winslow noted that the \$1.8 million renovation of the facility had increased the assessed value of surrounding properties. He said that he was happy to share the letter from the City Assessor's Office. They would maintain a neat and well-maintained exterior and interior, with professional landscaping and upkeep. The applicant accepted all the conditions proposed by staff.

Mayor Parham opened the public hearing.

Julian Green, Jr., 1625 Blair Road, Petersburg, stated that he was here at today's special meeting to render his feelings and observations regarding the area where the structure is located. He said that he was a member of the First Baptist Church on Harrison Street, former executive director of the Mary Carter Beacon House, had worked with Sycamore Towers, and the Lafayette House had given him insight into the types of operations that existed in this area. He said that with specific emphasis on the Poplar Lawn Historic District, they had seen, time and time again, that despite efforts to revitalize or rebrand an area, the underlying issues and uses of the property remained unchanged.

Mr. Green said that they had witnessed individuals integrate into the community, and he was sure that Council had seen firsthand how that did not work very well. He said that he would like to conclude

by referencing a quote from Shakespeare, which was that they found in their current times their science and history being challenged. He asked Council to reflect on what their science indicated and what their history indicated in terms of their present conditions. To that avail, he was here because in three particular categories, they came for those in number one, then came for people in number two, and then when they came for number three, there was no one there to help. He stated that this was not the right time nor the right place to establish a business or association in the Poplar Lawn Historic District.

Mark Parson, 13819 Sycamore Village Drive, Midlothian, Virginia, stated that he was a former National Football League (NFL) player for the Houston Texans and New Orleans Saints. He said that he would like to express his strong support for the Fillmore Assisted Living Project in their City. This will be a tremendous asset as it will provide seniors with the high-quality care they deserve, and it will prevent families from having to look outside of the City for these essential services. Most importantly, it will give Petersburg the opportunity to honor and care for its elderly, the very people who built this community with dignity and respect right here at home.

Katrina Parker, 1700 Monticello Street, stated that she was in support of this initiative. She said that she was born and raised here in Petersburg, and she was in support of this initiative because she had had long-standing affiliations with the City. She said that she had worked with many of the populations who would be well served by this initiative. She said that as a housing case manager, she had worked with many of their residents at Sycamore Towers, Carriage House, and other facilities. Personally, she had experienced the limitations of assisted living services in this area.

Ms. Parker said that when her mother and father, both City residents, became ill and needed assisted living services, she wanted to keep them close to home, but unfortunately, there was no availability. She said that given this, she believed this initiative would be a valuable asset to the community, helping their citizens find comfortable and reliable assisted living options. She said that many of the existing facilities were subpar, and the ones she had worked with had not met the needs of her clients. She said that she had confidence that OneSource would bring exceptional services to this community.

Zelda Tucker Dugger, 922 High Pearl Street, stated that the structure that hopefully would be opening was something they desperately needed. She said that it appeared that this community was now attempting to revitalize itself, and she thought this project would be a significant step forward. She said that looking at the former building here, it was there for a long time, and nothing was done. She said that but now, revitalization efforts are underway, and she was grateful that someone had taken the initiative to do provide a quality, affordable assisted living facility. She said that she lived adjacent to a structure that she hoped would be successfully revitalized, and she hoped that Council's support would provide this assisted living facility to the City.

Adrienne Broom, 15012 Enmore Drive, stated that she was here in support of the Fillmore Project, which sought approval to operate an assisted living facility for older adults. She said that as many of the Council Members were aware, their communities were experiencing rapid growth in the number of older adults requiring safe, supportive housing options. Families were searching for high-quality facilities where their loved ones could receive compassionate care close to home. This project directly addressed that need by creating a safe space where older residents, regardless of their economic background, could live with dignity, security, and community connection.

Ms. Broom said that most importantly, it allowed their seniors who built and shaped this community to remain close to family, friends, and familiar surroundings. She said that she understood that neighbors may have concerns about traffic, noise, or the character of the neighborhood. From her experience, OneSource Group consistently demonstrated a commitment to being a good neighbor. She said that she appreciated how this facility was designed to blend seamlessly with the surrounding area, maintaining residential charm, and ensuring that traffic flow and parking were well managed.

Ms. Broom said that in closing, she asked for Council's support in approving this application. She said that this facility represented more than just a business; it was a promise to care for those who once cared for them, strengthening their community and honoring the history of Petersburg by providing peace of mind for families who wanted the very best for their loved ones.

Cherie Parson, 9120 Cardiff Road, stated that she was glad to stand in support of SP-Thirteen Properties by way of OneSource Community Services. A former member recently spoke about revitalization, and she said she could not agree more; that was exactly what this was. She did not have personal knowledge of events prior to 2022, but they had all seen the news articles and the impact it had on their City and the facility residents. They had heard those stories many times since then. However, they were here today to focus on revitalization. There was a need, and she would like to highlight the exceptional facility that OneSource had to offer. With a great heart and compassion, they aimed to serve their community.

Ms. Parson said that when considering their elderly, she wanted to be able to care for her loved ones herself, so she could keep a close eye on them. OneSource stood for transparency and going above and beyond, as demonstrated by their commitment to the well-being of people. She had witnessed this firsthand through their work with organizations like OneSource, particularly with SP-Thirteen Properties and companies owned by OneSource. This was an incredible opportunity to revitalize a part of Petersburg and serve the needs of their citizens.

Calvin Duncan, 1300 Baltney Lane, stated that he was in support of OneSource. He strongly believed that it was crucial for them to continue developing and supporting their seniors. He said that they needed a place to call their own, a safe haven where they could heal, find happiness, and have hope. He was impressed with the facility, which he believed was of the highest quality.

Mr. Duncan said that to enhance Petersburg, they must recognize that sometimes they needed to introduce new things to achieve new results. He said that he appreciated Council taking the time to hear his thoughts. As a preacher, he could have spoken at length, but he would conclude here. He stated that he believed it was essential that they consider implementing this facility in Petersburg that could provide their seniors with a sense of hope, happiness, and healing.

Lisa Ferguson, 6331 Harborside Drive, Midlothian, Virginia, said that she was absolutely in support of opening OneSource Assisted Living. She said that she had worked for Mr. Parson for 16 years, and she had always known him to be of excellent moral character. He said that he genuinely cared about the facilities they had and the residents they served.

Ashley Panar, 1025 Baylors Lane, said that she was here in support of OneSource. She said that she was currently an employee of OneSource, having been employed with them for approximately eight years. She said that previously, she worked at Tri-City Garden Villa, formerly known as Fillmore Place. She said that she would like to speak about the difference in services provided by Mr. Parson. She said that in her current role as a residential supervisor, she was responsible for ensuring that their staff properly cared for their clients, including medication management, safety, and other essential aspects.

Ms. Panar said that with her past experience in this field, and as a native of Petersburg, she understood the importance of quality services and assuaging the concerns of neighbors of the past Fillmore Place. She said that she believed that the services provided by Mr. Parson met were above par, and she was confident in his ability to address any concerns that may arise.

Ting-Yi Oei, 116 Liberty Street, Petersburg, stated that he had three major concerns that he would like to address. First, he wanted to emphasize the importance of adhering to proper process and procedures. According to Virginia Code, any proposal must provide reasonable consideration to the existing Comprehensive Plan. However, there was no reference to the comprehensive plan adopted

in May 2024 that addressed the type of assisted living facility being proposed, which was specifically different from senior housing.

Mr. Oei said that he wished to offer some information from the Comprehensive Plan as reasonable consideration. He said that the Comprehensive Plan stated that when a development or rezoning application was submitted, the City Council and Planning Commission must ensure that the application met ordinance standards and contributed to the implementation of the Comprehensive Plan.

Mr. Oei said that specifically, from page 67 of the document, blight abatement in historic districts, it stated that preserving historic districts "paved the way for infill that is complementary to the surrounding neighborhood and is compatible with existing neighborhood character." The City should establish a data-driven real estate database to include property records, maps, and code violations to support code enforcement and policy development efforts. Ultimately, further study will be necessary to develop a comprehensive blight abatement strategy. This should be a short-term high priority."

Mr. Oei said that additionally, he was concerned about ongoing issues of compliance with City codes. The new owners did not have experience in this specific field of assisted living, and they were painfully aware that code compliance was overwhelmed in efforts to enforce existing violations, particularly those related to R-3 housing. In previous hearings, it was determined that proper procedures were not followed by the applicant, specifically with regard to the expiration of the special use permit application deadline. Secondly, he was concerned about the overall health of the City. They currently ranked 133rd out of 133 Counties and Cities in the Commonwealth in overall health.

Mr. Oei said that given their current capacity to meet community demands, adding another facility without ensuring adequate resources or monitoring was irresponsible. They had a dire shortage of primary care physicians and specialists in geriatric care that were not addressed in the owner's application. He was skeptical about the owner's assurances regarding the responsible operation of this facility. He also firmly believed that the City's position should be to maintain the integrity of what a residential R-3 community should be. They have seen a revival in residential housing in their area, with dramatic improvements in the last few years. They wanted to encourage this development and make it of continued interest for homebuyers and builders to restore and construct homes in their residential area.

Diane Curling, 116 Liberty Street, stated that she thought they were taking a slightly off-track approach to the discussion tonight. She said that they were not solely discussing whether they needed more assisted living or housing for the elderly. While she was in support of housing for the elderly, she believed it was essential to consider where such facilities should be located and how it should be done. Currently, they already have significant traffic on Harrison Street, Liberty Street, and Fillmore. She did not think this one-block area of Fillmore Place could handle the added traffic from staff, residents, and their families.

Ms. Curling said that another concern was that this was a historic district, and she believed the original building here, constructed in 1936, had been a beautiful 90-year-old red brick structure. Unfortunately, OneSource had made significant changes, including painting the building an ugly prison gray color, replacing the original wood windows with vinyl windows, and removing the original slate roof without replacing it with an inappropriate alternative. She stated that this was a historic district where an organization had been given the opportunity to restore a historic building with their resources but instead had blatantly disregarded the historic district requirements. She emphasized that any other property owner in a historic district would not be allowed to make such poor-quality renovations to a historic structure. She asked Council to consider that this organization may do well with an assisted living facility, but not in this historic district that already had traffic issues. The organization had already been given too much leeway for this to be in a historic district.

Malcolm Schweizer, 18 East Fillmore Street, stated that he also owned a business here in Petersburg, which he relocated to this City from the Virgin Islands approximately four years ago. He had become a steadfast member of their community since his move. When he established his business here, he researched properties to determine the best location and found there was a variety of zoning districts. He inquired if there were any ways to amend or change the zoning designation. He was told that the zoning regulations must be adhered to, and there were no exceptions. It appeared that they were backtracking on this part of the Zoning Ordinance.

Mr. Schweizer stated that he had purchased a historic home on Fillmore Street, as he was very interested in history and had served on a Historic Trust in his previous community. He said that he knew that the subject property's building had not been restored according to the Petersburg historic preservation guidelines. He said that he had a note posted on his own home, stating that any changes to the property must be approved by the historical guidelines, which included specific color restrictions. Unfortunately, the building was not constructed in accordance with these guidelines, as evidenced by the different color and non-wooden windows.

Mr. Schweizer said that it had previously been stated that the place that was in this location before OneSource was a different entity, but he would like to reiterate that it was the same type of facility. In a previous meeting, it was stated that this would be an assisted living facility focused on the elderly; however, he was intrigued that the applicant had highlighted mental health as a focus for this facility. This was not what was originally stated, so he was concerned that the applicant may change the purpose of this facility when it was operational. He stated that he believed this facility would bring down property values, which had happened with the previous assisted living facility.

Michelle Murrills, 131 South Market Street, stated that the building in question was originally the first Petersburg Home for Ladies, a legacy that carries a certain cache and sets a standard for all assisted living facilities. She said that it was hard to believe that someone who had navigated so many underhanded deals would now adhere to the City's rules and regulations that had been historically upheld. This was not just about one building; it was about a flawed process that pits the Planning Commission against City Council, forcing them to capitulate personal interests.

Ms. Murrills stated that many citizens had inquired about this property for the past three years, at least once a month. They were repeatedly told that nothing was happening, with no permits requested, no plans submitted, and no movement within any City department. They did not just ask the Planning Department; they asked the former director, Ms. Siodmok, the Planning Manager, Mr. Crews, their City Council Members, Chief Reed, Max Gorman, and the answer was always the same: routine maintenance.

Ms. Murrills stated that at a public meeting in February 2025, it was revealed that a Certificate of Occupancy had already been signed on December 5, 2024. It was puzzling that for months they were told nothing was happening, yet approvals were quietly pushed through behind closed doors. She asked why those who live, work, and pay taxes here were expected to follow every law, rule, and regulation, while outside investors seem to operate above them?

Ms. Murrills stated that this double standard was not only unfair but also unacceptable. Municipalities across the country routinely enact zoning ordinances that restrict certain residential developments to seniors, often setting minimum age limits, such as 55 and older, to meet the specialized housing needs of aging populations. If the applicant intended to market this facility as a place for aging in place, then they should have no objection to reasonable age restrictions; in fact, they should welcome them. There was already a 55-plus apartment community directly across the street, which would align perfectly with the character and needs of the neighborhood.

Ms. Murrills stated that what was truly alarming was the rumor that if this proposal passes, there would be no inspections, no oversight, because City Council allegedly planned to exempt this business from routine checks; that was unacceptable. She asked who among Council would willingly

place their loved ones in a facility that had been granted a free pass from oversight, where no one would be checking to ensure their safety, dignity, or well-being?

Ms. Murrills stated that this was the beginning of a new Petersburg. They would not allow out-of-town investors to treat their City like a playground for privilege and disregard their laws, rules, and regulations; that was the old Petersburg. Of those who live and work there, who must follow the rules, then so must everyone else. This was about more than one building; it was about fairness, accountability, and the future of their City.

Dr. Pam Struss, 1571 Mount Vernon Street, said that she was also the Executive Director of the Greater Richmond Community Mediation Center. She said that conflicts such as the one being faced tonight were quite common, and Cities often struggled with balancing competing interests. In this case, citizens were deeply concerned about their safety, property values, and related issues, while on the other hand, a business was seeking to provide services for seniors, which, in general, would not be a problem. However, she believed that a significant component of the issue lay in the mental health aspect.

Dr. Struss stated that severe mental health conditions may cause people to be abusive and violent, making it challenging to maintain control on an open campus, and they could pose a threat to the surrounding neighborhood. She expressed concern that these groups had not come together to discuss potential solutions that could benefit everyone. She asked if it was too late to do so now, ensuring that all parties received what they wanted while being protected. The lack of oversight was a significant concern, and it must be addressed. She hoped that when the vote was taken, consideration would be given to all perspectives and that the citizens who currently resided there would be protected.

Dale Mullen stated that he served as legal counsel for Ravenscroft Ventures, Historic Poplar Lawn Association, and a group of citizens who lived near 36 West Fillmore Street. As a veteran of local government and land use issues in Virginia, he was asked to express his clients' opposition to this project. They opposed it as inconsistent with the Comprehensive Plan, the general characteristics of the district and the neighborhood, and as not meeting health, safety, and welfare concerns.

Mr. Mullen said that he was also asked to acknowledge that the applicant's assertion that this proposed was as an opportunity for residents to age and avoid premature nursing home placement, and to continue a historic use that once operated as the Petersburg Home for Ladies, and later as a nursing home run by local doctors. He emphasized that nursing homes were a type of assisted living facility, and this proposed use would not be a nursing home. The applicant's special use permit and staff's memorandum create the impression that this is, in fact, a nursing home, but this impression was an illusion.

Mr. Mullen stated that a statement made in this public meeting was not binding on the applicant or future applicants unless it appeared in the special use permit. They could all agree that quality residential options for older adults were necessary and, sadly, lacking. Nationwide, it was crucial for them to help and support their seniors. However, the special use permit conditions did not provide for the protection of older adults, aging in place, or age-dependent housing. These were lofty goals with big promises that were not supported by enforceable special use permit conditions.

Mr. Mullen stated that there was no protection for the 5,572 seniors needing housing. He stated that there was no condition that addresses the legal framework for the story told tonight. Every condition drafted by staff and every licensing requirement cited by the applicant referred exclusively to a generic assisted living facility, licensed by the Virginia Department of Social Services (DSS). They had made it clear: assisted living facilities are not nursing homes.

Mr. Mullen stated that under Virginia law, a nursing home was defined as a facility whose primary function was the continuous provision of nursing and health-related services. If they intend to operate

a nursing home, they must apply for a nursing home license and submit the necessary application. The SUP currently before the City Council and Planning Commission was inconsistent with the promises made. There was no Virginia Department of Health licensing mandate, no requirement for skilled nursing staff, and no operating conditions that would apply to a nursing home.

Mr. Mullen stated that in summary, while the narrative presented to the public evoked a traditional nursing care setting for their elders, a noble goal, the legal instrument being asked to approve governs a different type of care. Unless and until the application and its conditions were amended to match the depiction advanced by the applicant, the SUP should be denied. Anything less misled the public, detracted from the stated goal of providing for the senior citizens of this community, and left the City of Petersburg without enforceable safeguards for its citizens that were equal to the use the applicant promoted.

Mr. Mullen stated that this application was not a plan for a nursing home; these were not conditions for the aged and infirmed. This was a plan for any possible use that could qualify, broadly put, as assisted living, and in the words of their own City code, whether licensed or not. It was not a difficult thing to craft special use permit conditions that addressed exactly what the speakers had asked for and what everyone wanted. He encouraged the Planning Commission and City Council to take the time to do that for the aged and infirmed, the senior citizens, and every single citizen, visitor, and worker in the City of Petersburg.

Conway Boyce, 215 South Jefferson Street, Petersburg, said that he believed it was unfortunate that they were at a crossroads where an organization appeared to want to provide a quality service for seniors, but it was evident that residents in Petersburg had not been adequately involved as stakeholders in the planning process. It was clear that a significant investment had been made in the Comprehensive Plan for Petersburg, with many stakeholders present to create it. However, there did not appear to be any reference to whether the Comprehensive Plan was meeting the needs of the community.

Mr. Boyce suggested that the Council re-examine the assessment process to ensure that the plan meets the needs of both the City of Petersburg and its stakeholders. He said that it was essential that the Council took the needs of the community seriously and provided a means for stakeholders to have a voice and ensure that their interests were represented. He strongly suggested that the Council do not take this lightly and revisit the assessment process to ensure that the community's needs were being met through the goals of the Comprehensive Plan.

Ken Pritchett, 113 Overbrook Road, stated that the two previous speakers had effectively summarized the main points. It was clear that they needed this type of facility, particularly for their elderly citizens, including himself. He believed it was essential that they focus on getting it right. He believed that Council had heard a lot of valuable information from various sources tonight. Rather than reiterating what had already been discussed, he would like to emphasize three key points: first, they needed this facility; second, they must do it correctly; and third, they should send it back to make sure it was done right.

Lawrence Ellis Williams stated that he was the architect on the project and was familiar with the history and timeline. He emphasized that Mr. Parsons successfully renovated the building in a timely manner. He said that the applicant had to work within the existing building code, which required maintenance and repair of existing conditions, so they did that. He said that the second issue that arose was the time frame they took to complete the building. Mr. Parson worked with excellent subcontractors and completed the project on schedule. He said that he met the two-year timeline.

Mr. Williams said that in fact, he received input from the building commissioner, who worked with them on a monthly basis. When there were delays, they were largely due to unforeseen conditions, such as working with the new Fire Marshal and the new building inspectors. He stated that additionally the Fire Department had to destroy part of the building, and they needed to redo the sprinkler system.

He stated that some of the delays were a natural result of this process, and they resulted from both the applicant and the City.

Mr. Williams said that he had previously worked with the City on the USO banquet facility, located about two blocks away from this project. He emphasized this because when one mentioned something as being a historic neighborhood, they now recognized that they should be diverse and inclusive of various ethnic groups. This neighborhood already exhibited this diversity, and he believed it was crucial that they respect this in their application. As an architect, he believed in diverse neighborhoods with a mix of ethnic groups and related facilities.

Mr. Williams stated that the parcels surrounding this building were primarily vacant, with only one or two historic houses in the area. The people who purchased these houses were aware of the neighborhood's existing structure. When it came to adjacent properties, the only development that would occur was a mixed-use project, which would be compatible with the nursing home. He said that the nursing home was consistent with the comprehensive plan.

Mr. Williams said that they had conducted their due diligence to ensure that they were a good planning fit for this area. He reiterated that this was not a deeply historic, specific location with several historic houses adjacent to it. Rather, it was a mixed-use development, which was what some developers wanted to achieve. This was compatible with the Comprehensive Plan, and he encouraged them to recognize that they needed to move this project forward. Mr. Parson had invested \$1.8 million in the building, and they could not stop a person who had done so much work in good faith with the City.

Richard Murphy, 221 South Jefferson Street, stated that he lived just a few blocks from the proposed facility. He said that he would like to address a couple of the concerns that were raised earlier today. He said that primarily, he was concerned about the lack of transparency throughout the application and zoning process. The exemption process had been applied inconsistently to different individuals, and there had been a significant change in the project's purpose, from a drug rehab center to an assisted living facility, without adequate explanation.

Mr. Murphy said that as the attorney had pointed out, there was nothing really stopping the use from changing back to a drug rehab facility or something else. He said that his concern was that the lack of transparency had led to a lack of confidence in the process. He said that they had heard that the applicant spent \$1.8 million on this building, but he should not have spent that money because it was clear the property was not zoned for this use. They should have gone through the zoning process first, and it was not the citizens' responsibility to ensure the applicant's investment was sound.

Mr. Murphy said that he was troubled by the City Attorney's decision to perform legal gymnastics and reversing City zoning administration to justify legal exemptions for outside investor dollars. He said that this lack of transparency and accountability eroded the trust that citizens had in the process. He strongly concurred with others who had suggested that they should go back and do this the right way, with transparency to the citizens who would be affected by this project. This meant that the proper exemptions should be clearly outlined, and the facility's purpose should be subject to enforcement, and staffing should also be adequate to meet the needs of the facility, and that the permit aligned with the Planning Commission's intentions.

Sharon Johnson, 619 Sutton Street, stated that as with any project, there were pros and cons. She had heard a lot of concerns from people here tonight. She said that they should focus on working out the issues with this application so that they could serve the people who would benefit from this proposed facility. She believed that the seniors of Petersburg needed this type of facility, and she supported the application for that reason. She noted that if the facility did not serve the people of the City, the people could choose not to participate. She hoped that this facility would in fact serve people of the community and build a better sense of community. She said that if the negative aspects could be mitigated, then they should do that and focus on the positive aspects that this assisted living facility

would bring. She stated that they should do the best they could for the people who needed a facility such as this in Petersburg.

Andy Dernan, 14 Marshall Street, stated that he had no issue with an assisted living facility, as he believed it could provide a safe and caring environment for seniors. He said that his own grandmother had required such care, and he could attest to the difficulties in finding a suitable facility. What he found incomprehensible was that the insinuation that the proposed facility may not be subject to regular inspections or accountability. The previous facility in this area had been deplorable, with residents left to sit in the yard, catatonic and without proper care. He said that he was appalled by the conditions, especially in a residential area.

Mr. Dernan reiterated that he had no problem with assisted living, but they must ensure that this facility met standards and provided a safe and dignified environment for its residents. He urged Council to hold the facility accountable and approve it only if it met the necessary criteria.

Bob Rogers, 207 Marshall Street, stated that he lived in the Poplar Lawn Historic District. He strongly opposed the special use permit for this facility. He said that a key factor here was the concept of trust. Unfortunately, many residents in the Poplar Lawn Association and neighborhood had lost trust, largely due to concerns about the City's handling of elderly care facilities, particularly group homes. He said that the City's track record on this issue had been concerning, with an excessive number of both legal and illegal group homes operating in Petersburg.

Mr. Rogers said that as a result, many people had lost confidence in the City's ability to manage these facilities effectively. He said that in his opinion, this facility was not suitable for the historic aspects of Poplar Lawn. Furthermore, the City's past experiences with the Fillmore facility, as mentioned by Mr. Dernan, raised serious doubts about the potential consequences of this project. He urged the Council to deny the special use permit. He stated that he had lived in Petersburg for six years, but due to the ongoing, widespread shenanigans in the City, he had listed his home for sale, and his family would soon be leaving Petersburg.

Joel Erb, 414 Harrison Street, stated that he lived directly across the street from the facility and had lived across from Fillmore Place when it operated out of this building. He said that he worked with the state to have it closed due to the state's inability to effectively address the issues, including reports of individuals being intoxicated on his property. While the applicant was requesting a special use permit, the only other operations they handled related to substance use. He noted that the City had all of the supporting documentation in that regard.

Mr. Erb said that he would be completely satisfied to have a senior living facility as his neighbor across the street, but he could not approve of anything similar to what had been there before. He spent two years trying to get Fillmore Place shut down, and to have the same type of facility be its replacement was unacceptable. He said that the architect for the project had downplayed the historic significance of the area, and he would like to correct that. He said that just down the street from this facility was a safehouse at which Martin Luther King, Jr. had stayed at, and one of the oldest African American Baptist Churches in the country was one block away.

Mr. Erb stated that he loved this area, and he was committed to preserving the beauty of the neighborhood. He said that he could not understand how this type of proposal had gotten to this point, other than the obvious motivator of money. He said that after discussion with someone who knew Mr. Parson two years ago, he was convinced that his facilities should not be located in this area. He said that as a resident, investor, and concerned citizen, he could not support the special use permit application and was disappointed at the position the City had put him in.

Kay Freeman stated that she and her husband owned two properties in Poplar Lawn: 221 South Sycamore Street and 225 South Sycamore Street. They had owned these properties for over 32 years. One thing about longevity was that they could see everything come and go. In the last five to

ten years, she has seen revitalization in the historic Poplar Lawn area. She said that new people have moved in, with lots of energy created in the neighborhood. With houses being restored, properties being spiffed up, and a real energy going on that she had seen there in many years.

Ms. Freeman said that therefore, it was very defeating to the people who had spent a lot of money restoring properties in that neighborhood, including the significant amount of money spent on cleaning, policing, and maintaining the neighborhood. This added up to a substantial amount, although she did not know if it added up to Mr. Parson's \$1.8 million. As a property owner, they spent a lot of money on them. She said that regarding traffic, there was no way to avoid South Sycamore Street if one was trying to get to this facility unless they wanted to detour all around the City of Petersburg.

Ms. Freeman said that she believed that as taxpayers, they had stood behind the City of Petersburg in that neighborhood, where many senior citizens currently resided. They had not fled the City during its bad times; they had been there for the good and the bad. She requested that Council consider the concerns of the Historic Poplar Lawn Association and to deny the application.

Crystal Brown, 733 Confederate Avenue, said that what she had heard repeatedly this evening was a lack of transparency and issues with the zoning process. She said that it appeared that the zoning had not been cleared before this company had invested heavily in the property. She said that if that was true, it left them at a crossroads. Moving forward, she would strongly encourage the Council to follow the rules and regulations as outlined, ensuring that potential businesses could have confidence in the City's business practices. She said that as a lifelong resident of this City, born and raised here, she had a deep love for it. She said that she hoped that they could move forward with transparency, with all due respect. She said that it was essential that they adhere to their guidelines to avoid similar mishaps in the future if that was indeed the case.

Mayor Parham closed the public hearing. He asked if Mr. Winslow would like to address some of the concerns raised by the public.

Mr. Winslow said that he would like to clarify a few points regarding the renovation of this building. He said that Mr. Parson, seated next to him this evening, had worked closely with every department in the City to renovate this building. He said that he had been informed early on by the previous Zoning Administrator that he had a vested right to use this building for assisted living purposes and had begun investing in the project. He said that despite some setbacks, including a flood, he had renovated the facility in accordance with the City's code.

Mr. Winslow stated that another point that had been mentioned earlier was that this facility would not be inspected, or that the City did not have the assurances that they would provide the services he had previously discussed. He said that this was not accurate. He said that the Code of Virginia clearly outlined the regulations for assisted living facilities, including staffing, security, education and training, and uniform assessment instruments. He said that for example, Section 63.2 of the Code of Virginia listed specific requirements for licensed facilities.

Mr. Winslow said that in staff's recommendation, they had stipulated that the facility shall obtain and maintain licensure through the Virginia Department of Social Services, to operate an assisted living facility. He said that he wanted to emphasize that they were committed to following these regulations and obtaining and maintaining licensure. He said that they could not do business without the licensure, and they must maintain it in order to continue operations over time. He said that the City did not have to adopt all of the sections of the Code of Virginia at a local level because they were already subject to state code; it did not need to be restated in order for it to apply.

Mr. Winslow said that he also wanted to bring up a few additional points. He said that in addition to the \$1.8 million investment in the building, the architect, Mr. Williams, had discussed the renovation plan with staff early on and had submitted a plan that had accommodated over 60 residents. He said

that these residents were primarily from the local area and were citizens of the City of Petersburg. He said that he also wanted to note that there was a current lawsuit involving Mr. Mullen, who represented a member of the Planning Commission and the Poplar Lawn Historic Association. He said that he believed it was essential for the Council to be aware of this information before voting.

Mr. Winslow said that he also wanted to pass along a letter from the City Assessor's Office regarding the increase in tax value that had occurred since the completion of the renovations on this property. He said that the claim that property values would decrease was not supported by evidence, as they already knew they had increased, and in fact, they had risen at a greater rate than the rest of the City of Petersburg. He said that he was open to answering any questions from the council or staff regarding this matter.

Mayor Parham thanked Mr. Winslow for his response. He asked if the Planning Commission would like to share any comments on this item.

Kirsten Katzenbach, Planning Commissioner, read her statement of conflict of interest into the record. She stated that as a duly appointed Planning Commissioner of the state of Virginia and of the City of Petersburg, hereby stated the following for inclusion in the record of the joint public hearing scheduled for 5:00 p.m. today, September 2, 2025, concerning special use permit application number 25-SUP-03, known as 36 West Fillmore Street. Firstly, she disclosed that she owned real property located at 301 South Jefferson Street and was a member and supporter of the Historic Poplar Lawn Association.

Ms. Katzenbach stated that secondly, the matter before the Commission involved land use action that may affect real property generally, including her property; however, her interest was shared with at least three other persons who were similarly situated, and her personal interest was the same as that of other members of the affected group. Thirdly, due to her interest, which was not unique, and because she would be able to participate fairly, objectively, and in the public interest, she believed she was permitted to participate in the consideration of the Special Use Permit under the Virginia State and Local Government Conflicts of Interest Act. Fourthly, she hereby declared this disclosure on this second day of September 2025 and requested that it be entered into the minutes of this meeting and filed with the Clerk.

Anthony Williams, City Attorney, stated that there was an exclusion under Section 2.231.12 of the Code of Virginia, which roughly mirrored what Ms. Katzenbach was referring to. However, he would like to note that Ms. Katzenbach was specifically identified as a petitioner in the lawsuit that this case was based on. She was a named participant in that lawsuit and had proffered testimony to the BZA, indicating that her property was uniquely impacted by the proposed development, which in his opinion could cause her to run afoul of Section 2.231.12. However, the main concern, however, would not be the Conflict of Interest Act, but rather the City's Code of Ethics for employees, as identified under Section 2.5 of the City Code.

City Attorney Williams stated that this section applied to not only members of Council and employees but also to members of Boards and Commissions, requiring them to be impartial and responsible in the fulfillment of their duties. It also prohibited City officials and employees from participating in transactions that created a conflict between their private interests or may impair their independence of judgment in the accomplishment of their official duties. As someone on the other side of a lawsuit with respect to this issue, he proffered that if Ms. Katzenbach chose to participate, she would be violating this provision of the Code of Ethics.

Ms. Katzenbach said that she would also like to comment on Virginia Code 2.23115, which enabled her participation in this process. She said that she encouraged the City Attorney to further look into this statute. She said that she would like Mr. Mullen to weigh in on the matter.

Vice Mayor Hill said that he was unsure if it was appropriate for Mr. Mullen to give legal advice as part of this process. He said that Council and the Planning Commission would be taking the City Attorney's advice in that regard.

City Attorney Williams stated that he had already stated his perspective on the state and City laws on this matter, and his view was that if Ms. Katzenbach chose to participate, it was at her own legal peril.

Council Member Cuthbert stated that he would like to hear what Mr. Mullen had to say.

Mayor Parham said that he did not think it was appropriate as part of this public hearing.

Council Member Jones stated that legal opinions on conflicts of interest could be discussed at another time. He believed it would be prudent for Council and the Planning Commission to continue with reviewing this special use permit.

Council Member Cuthbert read his statement of conflict of interest into the record. He stated that as a duly elected member of the City Council of the City of Petersburg, hereby stated the following for inclusion in the record of the joint public hearing scheduled for 5:00 p.m. on September 2, 2025, concerning Special Use Permit Application 25-SUP-03, dealing with 36 West Fillmore Street, Petersburg, Virginia. He said that first, he disclosed that his home, located at 405 South Sycamore Street, Petersburg, Virginia, was situated approximately half a block from the proposed facility.

Council Member Cuthbert stated that he was a current or past member and supporter of the Historic Poplar Lawn Association. He said secondly, the application for Special Use Permit involved land use actions that may affect real property and generally, including his home. He said that his interest was shared by at least three other individuals who were similarly situated, and his personal interest was equivalent to that of other members of the affected group.

Council Member Cuthbert said that thirdly, since his interest was not unique and he would be able to participate fairly, objectively, and in the public interest, he was permitted to participate in the consideration of this application for a special use permit under the Virginia State and Local Government Conflict of Interest Act. He made this disclosure on September 2, 2025, and requested that it be entered in the minutes of this Council meeting and filed with the Clerk of Council. He stated that additionally, he had served as the registered agent on a pro bono basis, without compensation, and also fulfilled the responsibility of receiving and forwarding the annual report of the Historic Poplar Lawn Association to the State Corporation Commission. He said that he did not consider this to be a conflict of interest.

City Attorney Williams stated that he did not necessarily believe that Council Member Cuthbert had a conflict of interest in this case. He had disclosed all of his potential conflicts, and it was worth noting that the SCC records reflected that he had been the registered agent for at least 25 years for that organization.

Vice Mayor Hill asked if Mr. Crews knew how many assisted living facilities currently operate in Petersburg and how many people resided in assisted living facilities.

Mr. Crews replied that he did not know the exact number. He clarified that assisted living facilities were a distinct use from group homes.

Vice Mayor Hill asked if the Department of Social Services considered this type of facility as an identified need for the City.

William D'Aiuto, Director of Social Services, clarified that their local department did not get involved in the licensing of these facilities, and they would only be involved if they received reports of abuse.

He was unsure of the need aspect, but he personally could attest that his department regularly worked with elderly and disabled people in need of housing.

Vice Mayor Hill asked staff if their opinion was that this proposal was the best use for this piece of property, especially considering another senior living facility was directly across from this building.

Mr. Crews stated that in terms of making use of the existing facility on the site, he believed an assisted living facility for senior residents would be one of the more appropriate uses. There would be a relatively low impact in terms of traffic generation, noise, and public health. He said that the Comprehensive Plan identified a need for additional senior housing, and he did not see any negative impacts associated with another similar use being located across the street. Furthermore, the assisted living facility was not technically an age-restricted facility, so there were some differences between this and the neighboring building.

Vice Mayor Hill asked what the staffing would be for this facility.

Mr. Winslow replied that registered nurses and licensed nurse practitioners would be on staff 24/7, per state code requirements. He noted that this was included in one of the conditions that the applicant had agreed to with the SUP.

Vice Mayor Hill expressed concern that there had been a history of transiency and poor supervision of at-risk individuals in the City, so he wanted to reiterate that supervision was essential in order to keep a sense of accountability and responsibility for people who needed help. He noted that Council's responsibility was to the current residents of the City, not the people who they may be hoping to bring in as future residents. He said that finally, he wanted to ask if this facility would be a nursing home, mental health facility, or a senior citizen community.

Mr. Winslow clarified that it was just an assisted living facility.

Stephen Parson, OneSource, stated that their facility had rigorous rules in place to ensure that they upheld the standards of the community and respected their residents. They were dedicated to upholding the state and local code requirements as well as their own internal regulations. He hoped that they could partner with the Historic Poplar Lawn Association in order to be the best neighbor possible.

Vice Mayor Hill clarified that this facility would be required to follow all rules associated with inspections and City regulations; he did not know where the rumor of exemptions to that rule had originated. He said that he also wanted to mention that Council had seen this situation happen many times where someone spent a lot of money to renovate a property for a specific use, whether it was zoned for that or not, and with many different circumstances. He stated that Council may still have to deny some applications based on the specific conditions of each land use matter.

Council Member Cuthbert expressed concern regarding a document provided to Council had included language that all of OneSource's facilities were classified as substance abuse facilities only. The document then detailed instances of noncompliance and lack of reporting and remediation in many cases and sometimes led to worsening of situations that had to be referred to other agencies.

City Attorney Williams clarified that the document referred to by Council Member Cuthbert had been handed to Council before this meeting and had no identification of the source of the information.

Mr. Winslow stated that he had not seen the document before; however, he would posit that it had no relevance to this proposed special use permit.

Council Member Cuthbert expressed concern that it would be unwise for Council to support establishment of a facility where the owner and operator had a record of noncompliance. He said that

the applicant's message of caring for their loved ones and aging in place was in great contrast to the allegations he just read in this document. He needed to have a deeper understanding of what was going on before moving forward with this SUP. He asked Mr. Crews on what date his office received the special use permit.

Mr. Crews stated that he did not have the date in front of him, but it was included in the staff report provided to Council.

Council Member Cuthbert asked if staff recommended approval of the SUP.

Mr. Crews confirmed that staff felt the recommended conditions would mitigate any potential negative impacts from this development and ensure compliance with City and state laws, and because the applicant had agreed to those conditions, staff recommended approval of the SUP with those conditions.

Council Member Cuthbert asked when staff decided to recommend approval.

Mr. Crews said that today was when he learned the applicant would be accepting all of the proposed conditions.

Council Member Cuthbert asked if it was correct that the recipient of the SUP could transfer the SUP to a different party.

Mr. Crews confirmed that was correct; however, there was a condition that they must file that with the Zoning Administrator so the change of ownership would be on record with the City.

Council Member Cuthbert asked if staff was aware that this facility could potentially accept only residents with behavioral issues, as opposed to only accepting elderly residents, according to administrative code.

Mr. Crews said that he was unsure. He said that he would have to review the code sections with their local regulations and within the context of the application.

City Attorney Williams noted that Council could impose additional limitations on the use by imposing additional conditions on the SUP.

Council Member Cuthbert said that he believed that Council may need to refer this item back to the Planning Commission for further review and potentially limiting the use to only elderly individuals, without disabled residents. He would like Council and the Planning Commission to receive complete documentation from the applicant about their past enforcement and compliance issues, and to determine the number of existing age-restricted housing options in Petersburg.

Thomas Hairston, Planning Commissioner, expressed concern about the City's ability to enforce the intended use of the property and whether the "assisted living" aspect of the application may allow for interpretation.

Tony McDaniel, Planning Commissioner, asked what equipment they would have on-site at the facility in order to prevent emergency room visits.

Mr. Parson clarified that it would not be a nursing home, but they would have nurses and a nurse practitioner on staff. They were also not a hospital nor a clinic, so individuals who needed urgent care would go to an emergency room or primary care physician.

Mr. McDaniel asked how they planned to limit the visits to emergency rooms.

Mr. Parson clarified that the nurses on staff would identify issues proactively and monitor their residents, but he could not specify the exact equipment that would be on-site.

Ms. Katzenbach stated that she would not be voting on this matter, but she wanted to state something for the record. She stated that her interest could not be represented by the City Attorney, and she would require an opinion from the Commonwealth Attorney in reference to the Virginia Code and an independent representative.

Commissioner Hairston made a motion for the Planning Commission to defer further consideration and action on the Special Use Permit Application 2025-SUP-03 for 36 West Fillmore Street until the next regularly scheduled meeting. The purpose of this deferral is to direct staff to return with a revised set of draft conditions. Commissioner Cannon seconded the motion.

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

On roll call vote, voting yes: Reinhardt; McDaniel; Hairston; Cannon; Norman; Harley; Bland; Ford; no: N/A; Abstain: Katzenbach.

Council Member Jones stated that he had heard many comments regarding transparency and trust from stakeholders in the community. He stated that too many times businesses have come into the City, spending lots of money without first checking the laws, rules, and uses. He expressed concern that the opinions presented by the public tonight were ultimately segregated by race; he questioned whether this entire ordeal boiled down to people of different colors not being able to communicate with one another due to prejudice.

Council Member Jones acknowledged that all the concerns raised were valid, but they should have been addressed much earlier in this zoning process. He agreed that Mr. Parson's investment should not be in vain, but they had to ensure they followed a sensible process in which all concerns were addressed fully and equitably. He requested that the community members, the Planning and Zoning staff, and the applicant come back to the table to work through the identified issues.

City Attorney Williams noted that although the Planning Commission had motioned to bring this item back at their next regularly scheduled meeting, the Commission was allowed 100 days to hear this item. The attorney for the applicant had expressed they would like a shortened time period to resolve this application, so he would recommend to Council that they shorten the 100-day timeline to ensure it was heard sooner.

Council Member Myers noted that the applicant had been told by the City that he met the guidelines to pursue the project, so he moved forward. He stated that this application was representative of the improvements they were trying to make in Ward 5, and the work already completed by Mr. Parson had increased the value of the surrounding properties. He expressed concern that the resistance to development was hindering positive growth in the City.

Council Member Myers made a motion to direct the Clerk to schedule and advertise a public hearing in accordance with Section 15.2-228.5(b) of the Code of Virginia for a special meeting to be held immediately preceding the work session on October 7, 2025, to shorten the 100-day period of time for the Planning Commission to report this item, and to require they report the recommendation to Council on this item on or before the regular business meeting of Council on October 21, 2025, at which time Council will proceed with consideration of the item. 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, Westbrook, Smith-Lee, Hill, Parham; no: N/A; Abstain: N/A.

4. 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 7:30 p.m.

DRAFT

The work session meeting of the Petersburg City Council was held on Tuesday, September 2, 2025, at the Petersburg Public Library. Mayor Parham called the meeting to order at 7:31 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/354129>.

1. ROLL CALL:

Present:

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

Absent:

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. PUBLIC COMMENTS

Ken Pritchett, 1113 Overbrook Road, stated that he had previously commented on most of what he intended to share with Council, but he would mention a few other things. He asked what the delay was in reopening Oak Hill Drive, which had been shut down for almost three years without a clear timeline.

Mr. Altman replied to Mr. Pritchett, explaining that that they were taking the culverts out and putting in a new structure on Oak Hill Drive to handle the bridge, but it was a long-term solution. In the short term, Council had very recently appropriated funding to implement a short-term solution that will allow the road to be reopened for emergency vehicles, and that would be completed as soon as possible.

Mr. Pritchett said that he had one final question regarding the casino. He asked if there was a citizens advisory committee or Council authority board to maintain a level of awareness and responsibility between the City Council, Petersburg residents, and the casino. He asked Council to please present information regarding this issue at their next meeting.

Marlo Green, 301 Rolfe Street, stated that in July, several Pocahontas Island residents attended the South Central Wastewater Authority's meeting. She noted that the Wastewater Authority had about \$28 million in unrestricted revenue, and not a single dollar had been reinvested into the Pocahontas Island community, despite the Authority's location in the neighborhood. She said that she had done some

research and found an example from Buffalo, New York where a betterment fund was created using unrestricted funding for the now-restricted funding specifically to invest more resources there.

Ms. Green said that at that meeting, she had requested the Wastewater Authority to put money back into the neighborhood they affected by repaving the roads once they had finished their remaining upgrades over the next four years; however, they had not received a response as of yet. She emphasized that when large organizations such as this were located in neighborhoods, they should be reinvesting in the neighborhood, especially with \$28 million in revenues.

Ms. Green said that on another note, there would be a candlelight concert that would tell the story of friendship through the music of Whitney Houston on September 25, 2025, through the OCR Community Empowerment Group, and she invited all Council members and staff to attend this free event. She said that finally, she had completed a fellowship program through Preservation Virginia for the Jarratt House. She hoped they would host similar events in the future in order to share a more complete account of the African-American history that encompassed much of the City but sometimes lacked substantial documentation.

David Batts, 1127 High Pearl Street, complained that nothing had been done to fix the storm drains all over the City, despite Council previously assuring him they were going to do something about it. He said that it continued to be a severe situation throughout Petersburg; he had four feet of water in his building during the last storm. He was disappointed and frustrated that Council had decided to allocate funding to other projects in the City when the stormwater management was clearly in desperate need of improvement. He said that it made no sense to ignore major infrastructure failures, but the City continued to do nothing except for putting up warning signs in flood-prone areas. He was appalled at the approach Council had taken so far, especially since this was ultimately a public safety issue. He requested Council to view stormwater management as a top priority and make the necessary physical improvements to the City's infrastructure.

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

a. Minutes of Previous Meetings

- July 15, 2025, Closed Session
- July 25, 2025, Regular City Council Meeting
- July 24, 2025, Special Meeting

b. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

c. First Read and Schedule a Public Hearing for Consideration of the FY26 Carry Forward Requests from the Previous Fiscal Year

d. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Dale Pittman for the Development of 117 Lafayette Street (Portion of Property) Located in Petersburg, VA

e. 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 Daniel Smith Real Estate LLC, for the Development of Lots 4, 6, 9, and 12 Ross Court, Located in Petersburg, VA

f. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve a Request for Anthony Lewis, High Stepper Enterprise, LLC, on Behalf of Paula Wynn Harris, for a

Special Use Permit to Operate a Stand-Alone Vehicle Repair Shop at 1311 Commerce Street, Parcel ID 024150800, in the M-1, Light Industrial Zoning District

- g. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance for the City of Petersburg for the Purpose of Updating and Clarifying Sign and Advertising Regulations to Address Ongoing Complaints and Issues Pertaining to Certain Advertising Devices Throughout the City
- h. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Incorporating Additional Landscaping Requirements for New Land Development and Off-Street Parking Areas
- i. First Read and to Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of Petersburg for the Purpose of Allowing Municipal Animal Pounds or Shelters in the A, Agricultural Zoning District and Removing a Requirement for an Approved Special Use Permit for Public and Government Buildings and Public Utilities and Services in the City
- j. First Reading and schedule a Public Hearing for Consideration of an Ordinance to Approve Awarding a 1.5% One-Time Bonus (Approved by the Virginia General Assembly and Governor) to Employees of the City of Petersburg Department of Social Services

Vice Mayor Hill made a motion to adopt the consent agenda as presented. Council Member Westbrook seconded the motion.

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

7. **SPECIAL REPORTS**

- a. Tri-Cities Realtors Association Presentation

Nancy Stankey, 2025 President of Southside Virginia Association of Realtors (SVAR), gave a presentation to the Board. She stated that she was joined by CEO Danielle Via. She explained that the Southside Virginia Association of Realtors represents more than 450 realtors serving the Tri-Cities area. They have been part of this community for over 100 years, and their mission is clear: to serve as a community resource by enhancing professionalism, upholding the National Association of Realtors Code of Ethics, and protecting home ownership and property rights through advocacy and education. She said they were here today to let the Council know that SVAR is here as a resource to the City of Petersburg.

Ms. Stankey explained that one of the ways they support their local leaders is by providing market reports that break down current trends in the Tri-Cities real estate market. They have already begun sharing these reports with their Economic Development Director, Brian Moore, and they can provide them for anyone on the Council who might find them helpful.

Council Member Cuthbert stated that he was interested in reducing the number of vacant buildings in the City. He asked if there was a possibility of increasing the annual fees associated with vacant buildings, which currently were only \$100 per year. He asked if SVAR would support a proposal to increase the vacancy charge if it were presented before the General Assembly.

Ms. Stankey replied that she could discuss it with SVAR's advocacy committee and report back to Council after that.

Vice Mayor Hill thanked Ms. Stankey and Ms. Via for providing this information to Council. He stated that they could schedule a follow-up presentation with the Clerk of Council.

- b. Petersburg Transit Modernization Initiative Update – Darius Mason, Petersburg Area Transit, and Danielle McCray, Kimley Horn, and Department of Rail and Public Transportation Representatives

Darius Mason, Director of Petersburg Area Transit, stated that staff last discussed this matter with Council on March 18, 2025, when they presented the Pittsburgh Transit Modernization Initiative, a study aimed at improving transportation for elderly individuals, those with disabilities, and low-income areas. He said that they were pleased to provide an update on their progress.

Sarah Sciarrino, Transportation Planner with Kimley-Horn, provided an update on the Petersburg Transit Modernization Initiative. She summarized that the purpose of the project was to increase transit access in the Petersburg community and modernize PAT's operations. This project was being funded through a Federal Transit Administration grant called the Areas of Persistent Poverty Grant, which focused on improving transit accessibility in areas with economic conditions. A significant part of the project involved gathering feedback from the Petersburg community and stakeholders, as well as analyzing data. She explained that the project had three main components: a comprehensive operational analysis of PAT's paratransit service; an accessibility gap assessment for fixed route and paratransit services; and a low-no-fuel feasibility study. She noted that the latter would be an item for future study.

Ms. Sciarrino provided an overview of the project timeline. This project began in the summer of 2024, and when they presented to City Council in March, they discussed the Phase 1 public engagement events and the comprehensive operational analysis of paratransit service. Since then, they have worked on the accessibility gap assessment and Phase 2 public engagement. She noted that the Phase 2 public engagement events involved working with the same community champions they had worked with in Phase 1 to gather recommendations and move forward with next steps. This project was expected to be completed this fall, and the next steps would be the low-no-fuel feasibility study.

Ms. Sciarrino stated that to perform the accessibility gap assessment, they performed an analysis of existing PAT operations and received public input, then identified gaps in PAT service using that data, and finally developed recommendations with PAT staff. She summarized the results of the assessment, which indicated there are gaps in the level and quality of service, customer communications, and operational challenges of PAT.

Danielle McCray, Professional Engineer, provided the recommendations and implementation strategy. She explained that these would form a roadmap for PAT to address the gaps in accessibility defined in the previous phase of the study. These recommendations are intended to improve delivery service, the riders' experience, and overall access to transit in Petersburg. A detailed technical memo had been provided to PAT in partnership with the project team, outlining incremental steps to help PAT achieve these recommendations.

Ms. McCray reviewed the recommendations relating to improving existing services and infrastructure. These recommendations are: to consider extending weekday hours and potentially weekend services to better align with shift workers and employee hours that are earlier in the day or later in the day; to refine services to high-demand areas and underserved communities, potentially including micro-transit and regional partnerships where those opportunities exist; and to improve bus stop infrastructure and amenities, such as sidewalks, shelters, lighting, and accessible pathways. She explained that the Kimley-Horn team would provide criteria to help PAT prioritize these infrastructure improvements, ensuring that future funding was invested

appropriately. She noted that some of the paratransit users may be able to shift to fixed route service if these infrastructure improvements are made.

Ms. McCray reviewed the recommendations focused on improving the public's familiarity with PAT service. These recommendations are to establish a regular channel for feedback through comment forms or annual surveys; and to provide information across multiple platforms, including website information, interactive maps, and multilingual support services. She commended PAT staff for already implementing some improvements on the latter recommendation.

Ms. McCray reviewed the recommendations for optimizing existing services, primarily addressing workforce challenges. The recommendations are exploring educational partnerships with organizations like Richard Bland College, apprenticeships, or mentorship programs to strengthen the workforce pipeline; and to leverage technologies to improve scheduling, routing, and performance metrics, enabling a more automated system.

Ms. McCray explained that the technical detailed document provided near-term improvements, but in the immediate future, PAT should consider the following four steps: first, focusing on high ridership areas and refining services to serve those individuals who needed it most; second, implementing findings from a recent compensation study to attract and retain the most qualified individuals to deliver service; third, to develop a comment feedback form through existing technology platforms, allowing PAT staff to receive regular feedback from riders and improve the delivery of service; and fourth, evaluate opportunities to extend weekend services to accommodate employees who needed the service outside of the hours currently provided.

Ms. McCray stated they were wrapping up the current phase of the project, and PAT had now shifted its focus to the low-no fuel feasibility study, which would focus on vehicles and low-no emission vehicles to help deliver the service in an environmentally friendly manner.

Council Member Jones thanked Mr. Mason for adding all the new bus stops around the City, which have improved access to bus stops and also made the City look great. He asked Mr. Mason to please let Council know what he and his drivers needed in order to continue doing such a great job. He asked if PAT was considering extending their hours of service in the near term.

Mr. Mason replied yes; they needed one Memorandum of Understanding (MOU) to be completed before they could extend their hours until 9:00 p.m. Additionally, they would be extending service back up the boulevard through Colonial Heights to Brightpoint Community College, and extending their Greyhound hours until 9:15 p.m. He noted that it would take more labor and vehicles, but they were very close to making these extensions a reality.

Council Member Jones suggested that PAT consider providing at least one overnight bus in the City, which could help people travel safely throughout the nighttime hours. He asked if information-sharing could be improved at bus stops.

Mr. Mason confirmed that was something they are currently working on right now; Council had previously approved a grant for PAT to pursue signage improvements at bus stops. However, they first needed to study the most effective implementation before installing any new signs.

Council Member Jones noted there had been a shortage of drivers for PAT and the school system. He suggested they consider cross-training so that PAT drivers could drive the school buses and vice versa in order to fill the gaps, as well as have a comprehensive strategy for bus driving in case of emergencies.

Mr. Mason explained that the PAT staff were federally funded, and school bus drivers were funded by the state, so there may be some complexities, but they could discuss it further to see how it could work.

Council Member Smith-Lee asked if PAT could possibly provide transit for students who wanted to stay late for after-school activities. She recalled a student recently telling her that she could not join the cheerleading squad at the high school because she did not have transportation to take her home after practice and games, which was disheartening. She said that she was planning to bring this up to the School Board as well, because it was unacceptable that their City schools did not have activity bus service for after-school activities.

Mr. Mason replied that he completely understood and wanted PAT to be able to provide all of these important transit services. However, PAT required rolling stock to make that happen.

Council Member Jones agreed with Council Member Smith-Lee that they needed an activity bus for the City's children. He asked Mr. Mason to elaborate on what rolling stock was.

Mr. Mason clarified that rolling stock referred to buses.

Council Member Jones asked if they could possibly make it happen.

Mr. Mason noted that PAT would soon be offering extended hours for five of their routes, so students could take those specific buses until 9:00 p.m. He said that he was shocked to hear that the schools did not have an activity bus.

Mayor Parham stated that Council, the School Division, and Transit needed to have a discussion to identify the appropriate solution.

Vice Mayor Hill asked if PAT had considered some form of overnight transit service, as Council Member Jones had suggested. He also asked if tour bus services for the historic districts of the City had been considered.

Mr. Mason confirmed that PAT had discussed 24/7 bus service with Live Casino representatives, which was also contingent on availability of rolling stock and employees. He stated that PAT was preparing for a higher demand for their transit services throughout all hours of the day. Additionally, he was expecting Council's support to make these improvements possible.

Vice Mayor Hill asked how many positions were currently vacant at PAT.

Mr. Mason replied that there were currently four vacancies.

Council Member Cuthbert asked if there was potential for PAT to extend service to Emporia.

Mr. Mason clarified that PAT was currently discussing the possibility of extending service with Brunswick County, which would be grant-funded with local matches of participating localities if approved. In that case, PAT would be contracted to provide the service. He said that he would bring back more information to the Board if it moved forward.

Mayor Parham expressed his gratitude to Transit staff, the Kimley-Horn team, and DRPT representatives for this transit update and all of their dedicated work.

c. UVA Presentation – Innovate Petersburg Fund

Bryan David, Program Director for Southern Virginia, Weldon Cooper Center for Public Service at the University of Virginia, gave a presentation on the Innovate Petersburg Fund. He stated that

he had been working with Mr. Moore and other staff over the last few months to bring back to Council an assessment and strategy for economic development. He provided an overview of the current work, which included establishing a community investment fund and performing a downtown master property infill analysis to include the potential for additional hotels. He noted that they were nearing the final stages of drafting the analysis; he and Mr. Moore were anticipating presenting the findings to Council at one of their October meetings. Mr. David reviewed the next steps, including a strategic managed plan for the Poor Creek Service Area and downtown development work.

Mr. David stated that his report provided a detailed blueprint outlining both the reasoning and the strategy for developing and implementing the Innovate Petersburg Fund. He explained that ambitious, directing a targeted portion of projected new General Fund revenues from resort, casino, and data center developments made this initiative both realistic and achievable if approached incrementally and deliberately. His goal was to provide City leadership with a comprehensive framework that allowed flexibility in determining the sequencing and pace of implementation. He believed the fund could deliver significant economic development benefits for Petersburg while providing City leadership with a strategic tool to guide long-term growth and investment.

Mr. David explained that this initiative converted targeted portions of projected new General Fund revenues into investments that could bring long-term community wealth. However, it was built on three pillars: community participation, transparency, and disciplined fiscal management. He stated that the report outlined the purpose, vision, goals, and investment principles. He noted that these were starting points, and he welcomed Council's input and decision-making, as well as stakeholder group input throughout the process. The investment principles were crucial, as they ensured that investments provided a return to the City.

Mr. David said that he recommended that the front-end work involve engagement strategies, neighborhood listening sessions, and targeted stakeholder meetings. He proposed establishing an Innovate Petersburg Committee to bring this vision to life. This City Council-appointed advisory body would serve as both an advisor and a fiduciary, evaluating and recommending projects. The committee's work would be closely tied to the City's annual capital budgets, with an additional technical advisory committee providing subject matter expertise on specific projects.

Mr. David reiterated that the source of funds for these projects would come from new revenues, specifically targeted amounts from revenues the City received from data centers and the resort casino. This would be part of the annual budget process and therefore would ensure that these projects were sustainable and aligned with the City's overall financial plan.

Mr. David explained that to maintain project level sustainability, recipients of these projects, whether City departments or community groups, would need to provide a business plan outlining how they would sustain the project, including projected revenues and costs. He stated that self-sustaining models and matching funds for projects were recommended as well. He said that Weldon Cooper could provide a pre-funding analysis on the return on investment (ROI) for projects using quantitative and qualitative metrics. After a project was implemented, they could then compare it to the ROI projections to better determine if it was successful or if improvements needed to be made.

Mr. David provided recommendations for what this fund could be used for, including but not limited to economic and workforce development, public education and youth development, small business development and entrepreneurship, infrastructure and civic improvements, fund administration and reserve, public safety, tourism, arts, and culture, and environmental resilience. He had provided example projects that he had experience within local government, regional

economic development, and the GOVirginia program; however, there could be others identified by Petersburg.

Mr. David reviewed the staffing and operational capacity aspects of this fund. He explained that this type of fund would require staffing to oversee the core functions, staffing of the committee, and City staff and community sponsors to coordinate and guide project applications and implementation. He proposed there be a fund manager, administrative support, contracted experts as needed, and technology platforms. Finally, the fund would need a dedicated annual General Fund appropriation, derived from a portion of new local tax revenues generated by major economic development projects, and determined by the City Council during their annual budget process.

Mr. David emphasized that staffing and operations should be considered a strategic investment in effective fund management, with anticipated returns through economic growth and an expanded tax base projects to outweigh administrative expenses over time. He clarified that if it was determined that the fund was contributing to projects that provided a qualitative and quantitative return to the City, staffing would pay for itself over time.

Mr. David reviewed the implementation timeline. He explained that the fund could be implemented in sequenced phases across three fiscal years beginning in FY2026 to ensure strong governance, operational readiness, and measurable community impact. He summarized that the first year would be the organizational launch and planning, followed by the program launch and start of investments, and finally the evaluation, refinement, and expansion of the fund. He added that he could provide many more details associated with implementation to City leadership as needed.

Mayor Parham thanked Mr. David for the presentation.

Mr. David stated that he would follow up with City staff to work through the next steps for implementation of the community investment fund.

d. FY26 Capital Improvement Budget

Garry Cozier, Budget Manager,

Mr. Cozier gave a presentation on a high-level view of the Capital Improvement Plan for FY2026. He noted that the full five-year plan would be presented to the Board at a subsequent meeting. He stated that in the Facilities subcategory, the total across several projects, including Farmer Street, the animal shelter, Union Train, rehabilitation at Parks and Recreation, renovations at City Hall, the courts, HVAC replacements, and Southside Depot, was \$16 million for the current fiscal year. He said that for Fire and Emergency Medical Services (EMS), their current expectation was \$210,000. The next subcategory was Information Technology (IT), at \$72,000.

Mr. Cozier noted that each of these projects had an associated funding source, which was listed next to them in the chart provided. The funding source could be either the Reserve, their regular source for capital funds, or various grants or bonds that they currently had. He continued to state that for Public Works, they anticipated expenditures of \$1.7 million across a couple of traffic-related projects.

Mr. Cozier stated that for Engineering, they had \$775,000; for Street Operations, it was \$6 million, which included the Oak Hill Bridge replacement that had been funded and was anticipated to be completed in this fiscal year. The next subcategory was Stormwater, with several ongoing projects that also had substantial grants currently in place. He noted that these grants were on the consent agenda tonight and would be before the Board at the next meeting for approval. These projects

would help with the drainage and stormwater issues they were experiencing within the City and totaled \$9 million.

Mr. Cozier stated that in the subcategory of Water and Wastewater, it included the two major projects. Together, they totaled \$36 million planned for this current fiscal year across the capital projects. Finally, they had Transit at \$2.8 million across several projects, bringing the total Capital Budget for FY26 to \$73,565,326. He reiterated that this information was an overview of the City's capital projects for this fiscal year, and the full version of this Capital Budget and Capital Improvement Plan would be presented to Council at a future meeting.

Council Member Jones asked if the listed \$1.5 million was the total amount it would cost to fix the Wilcox Lake Dam.

Mr. Cozier clarified that the \$1.5 million was the cost anticipated for this fiscal year, and this would be covered by a grant. He did not have the full project cost in these documents, but he would review that as part of the five-year Capital Improvement Plan.

Vice Mayor Hill requested that staff convene with the contractors and Public Works to determine what steps were necessary to take the trees off the hill at Wilcox Lake.

Council Member Westbrook asked what work had been completed with the previously allocated funds for Wilcox Lake. He recalled that there had been money allocated for that dam for at least the past four years since he had been on Council.

Mr. Cozier replied that he was unsure; however, if Council had set aside the funds and they had not been used, they were still available.

Council Member Cuthbert agreed with Council Member Westbrook that money had been set aside for Wilcox Lake Dam improvements; however, to his knowledge no work had been completed. He asked if City Manager Altman had any information about this issue. He asked if there was a schedule for the work at the dam.

City Manager Altman stated that he did not have the dates available right now, but he was aware they were in the midst of finalizing the contract to be sent out for construction bids. He stated that they did not have funds available to cover the full cost of the project, so they had applied for additional funding. He noted that the main issue had been the past few years of steep inflation, which had affected the City's ability to finance the project.

Council Member Cuthbert noted that this dam had been a long-standing concern for members of Council and to the public. He said that additionally, he wanted to mention the noticeable, widespread growth of weeds in the gutters along City roads. He asked if there was a plan to remove those weeds.

City Manager Altman replied that at the next Council meeting, staff would be requesting Council to approve a resolution to appropriate funding for street sweeping. After that, once they secured a street sweeper machine, they would begin cleaning all the streets and removing the plants growing in the gutters. He added that he already had a list of streets for the street sweeper to clean up.

e. Staff Update on Recreational Substance Retail Uses

Jared Crews, Interim Director of Planning and Community Development, provided an update to Council. He explained that vape shops had been a recurring issue, so he would provide some background on the topic, share the text of the ordinance they had adopted, the challenges they had faced, and potential solutions moving forward. He summarized that prior to July last year,

tobacco and vape shops were allowed by right in the City's commercial districts and the M-1 Light Industrial Zoning District. In late 2023 and early 2024, they saw a significant influx of these shops into the City, and in March, staff began working on a text amendment to limit these uses.

Mr. Crews stated that staff worked with the Planning Commission to develop a recommendation, which was presented to Council in July. He noted that during this timeframe, the state law was amended on April 5, 2025, to specify how localities could regulate tobacco, nicotine, and hemp sales. This caused staff to revisit their original proposal and make adjustments. In July last year, Council adopted Zoning Text Amendment 2024-ZTA-03, which limited recreational substance retail or vape shops to the M-1 zoning district and required a special use permit. Additionally, the ordinance required separation from daycare facilities, public, private, and parochial schools.

Mr. Crews explained that the text amendment defined what recreational substances were, including products made of tobacco, nicotine, and vaping fluid. The text also defined what recreational substance retail was, broken down into two categories: off-site use and on-site use. Off-site use referred to a facility where the retail sale of recreational substances was the primary business operation, while on-site use referred to a business where the product was meant to be consumed on-site, such as a hookah bar or cigar lounge.

Mr. Crews stated that the ordinance also required a special use permit and specified that recreational substance retail must be located at least 1,000 linear feet from the property line of any daycare center, public school, or private school. Furthermore, the Code of Virginia change was important, as it empowered localities to regulate the retail sale locations of tobacco products, nicotine vapor products, alternative nicotine products, or hemp products intended for smoking, and may prohibit sale locations within 1,000 linear feet of a child daycare center, public-private parochial school.

Mr. Crews stated that the state code went on to state that this change would not affect anyone holding a valid license prior to the effective date, which was July 1, 2024, or any facility that was operating before that time. Since adoption, the City has encountered challenges with enforcement, which has caused frustration among staff and Council. Some of these issues included legally nonconforming shops, limitations on local land use regulations, and First Amendment protections.

Mr. Crews stated that additionally, the City faced challenges with regard to business licenses being approved for convenience stores that ultimately became vape shops. The zoning violation enforcement process could only begin once a violation was identified, making it difficult to prevent the vape shop operation from the outset. This process did not produce immediate results, except in cases where businesses voluntarily complied. Another issue was that violations could extend beyond the sale of vape and tobacco products, with some businesses operating skill game machines, violating the sign ordinance, or selling illegal products.

Mr. Crews discussed the Planning staff's ongoing efforts to combat these challenges. One important piece was proactive enforcement, which involved frequent inspections of potential offenders and taking corrective action immediately. Regarding the business license process, staff were intensifying it, including more thorough vetting. This meant they were no longer allowing businesses to simply fill out paperwork and claim to be a convenience store. Instead, they required floor plans and business plans that outlined the business, inventory, and store layout. They were also writing into the approval that these businesses were subject to inspection as soon as they opened, to ensure they were using the approved use.

Mr. Crews continued to explain that they were exploring more intensive requirements, such as requiring a written affidavit that could be attached to the file, swearing that the business intended to operate as approved. They had been collaborating with other City departments, including the

Fire Marshal's Office and the Commissioner of Revenue's office. He added that recently, they had successfully shut down a shop for violating both Fire and Zoning codes.

Mr. Crews stated that they were also reviewing amendments to the Zoning Ordinance to clarify the use of recreational substance retail shops. The revised ordinance would use clear wording to define what a vape shop was and where it was allowed. Additionally, they were considering a text amendment to update their sign ordinance, as many of these shops had unattractive and loud signage. They were also monitoring other localities' approaches to addressing these issues, including adopting new ordinances or conducting systemic raids.

Mr. Crews summarized the goals of this initiative. Their aim was to decrease the number of teenagers using tobacco or vape products, as there was a proven correlation between proximity and volume of stores and the likelihood of younger individuals smoking. They aimed to support a diverse economy while prioritizing public health and safety. They also wanted to promote civic pride and enhance community character. As stated in the Comprehensive Plan, the quality of their built environment had a profound impact on community health, and Petersburg would strive to build upon elements that supported a healthy community.

City Manager Altman added that if Council had any thoughts or suggestions on strengthening this ordinance or other considerations on how to proceed, he would ask they let staff know so they could incorporate them into the language.

Council Member Cuthbert expressed concern about the administrative burden associated with a stipulation in the ordinance. He said that it required a 25% limit on inventory and 15% limit on display shelves for vape products, but he thought it may be difficult to enforce this specific regulation.

Mr. Crews agreed it may be challenging to enforce because the City depended on voluntary cooperation with the store owner. Although it may take staff time, it would result in regular assessments and maintenance of potential offenders. The challenge staff anticipated was that chain stores such as Walmart, Dollar General, Wawa, and Sheetz would be included in this category, which was why they included a measurable limit of inventory.

Council Member Cuthbert asked if Council could specifically prohibit the sale of vape products except in the M-1 District with a special use permit, while still allowing tobacco products to be sold in all districts. He asked for Council's feedback on potentially requesting the City Manager to draft such a proposal for Council to consider at their next meeting. He was concerned that without prohibiting them outright, this ordinance would create a major administrative burden without reducing the number of vape shops in the City.

Mayor Parham recalled that Henrico County was currently drafting something similar, so perhaps the City Manager could create something similar for Petersburg to consider.

Anthony Williams, City Attorney, stated that they may have to specify the language of the amendment to the Zoning Ordinance to define vape shops based on the sale of vape products, rather than prohibiting vape products in general. While it may take a while longer due to the public hearing process, Council had the option to direct that process to begin tonight.

Vice Mayor Hill asked if the City could legally limit the number of vape shops in Petersburg.

City Attorney Williams replied that he believed Council Member Cuthbert's request would achieve that effect. While they could potentially limit the future growth, they could not shut down the shops that were currently licensed.

Vice Mayor Hill noted that the School Division had begun issuing suspensions to students who were caught vaping on school property. He believed they must address this as swiftly and to the greatest extent possible in order to curb this behavior and improve the health and social outcomes for the City's youth.

Council Member Jones stated that pre-market tobacco product application (PMTA) was the process through which products were approved by the Food and Drug Administration (FDA) before their sale was allowed in the United States. He explained that by the end of 2025, it would be illegal for any vape products to be sold in Virginia that were not explicitly stated in this directory, effectively enforcing the federal PMTA at the local level. He suggested that this would greatly assist the City in curbing the proliferation of vape products, as staff could refer to this list of FDA-approved products and eliminate any that were not listed.

f. Petersburg Department of Social Services Presentation on Federal Law Changes Impacting SNAP and Medicaid

Bill D'Aiuto, Director of Social Services, gave a presentation to Council. He stated that he had some negative news regarding the impact federal changes to the Supplemental Nutrition Assistance Program (SNAP) and Medicaid would have on the City, but he also had some positive news to share. He provided background information on the Department of Social Services. He explained that in terms of the programs they administered, their total number of positions was 90, including 10 emergency hires. They had a total of 116 full-time equivalents (FTE), with about 26 vacancies. Of these, about half supported the administration of the SNAP, Temporary Assistance for Needy Families (TANF), and Medicaid programs, which he would discuss in more detail. They also administered childcare subsidy, energy assistance, employment services programming for SNAP and TANF clients, as well as a range of child welfare and adult services programming.

Mr. D'Aiuto stated that as of the end of July, their caseload included 11,262 SNAP recipients, which equated to 6,374 households. The TANF program was composed of 666 individuals or 375 households. Medicaid was their largest program, currently serving 18,221 individuals. Given their approximate population of around 34,058, as of the last census in July 2024, their reach in terms of the percentage of the City population they served for SNAP was approximately 33%, and for Medicaid, it was around 53%. This meant that DSS had a significant presence throughout the community, providing a social safety net.

Mr. D'Aiuto provided some context regarding the fiscal impact of the SNAP program, as some of the changes may result in a reduction in eligible individuals. Currently, as of their caseload in July, the total benefits issued equated to \$2,124,376, with an average household allotment of around \$333. This was a monthly issuance amount, and approximately \$25 million went back to households and the economy in terms of groceries and nutritional support to families.

Mr. D'Aiuto explained that the Federal Reconciliation Act, H.R. 1, which was approved on July 4, 2025, by the President, brought significant and far-reaching changes to eligibility criteria for SNAP and Medicaid. Some of the changes were the first of their kind in the SNAP program, which started as the food stamp program in the mid-1960s. The first change that would impact states was the administrative cost shift. Currently, their programs were funded by a 50%/50% share, with 50% of federal dollars drawn down by the state and the state responsible for paying the other 50% for administration.

Mr. D'Aiuto stated that Virginia was one of 10 states that were unique in this arrangement, as they were a state-supervised but locally administered program. As a City Department, they were responsible for administering these programs, with the state covering 50% of the cost, and their local match from the City of Petersburg being 15.5%. He stated that beginning on October 1, 2026, the state match would increase to 75%. That change alone would increase \$90 million in

additional general revenue that the Commonwealth would need to find to continue supporting SNAP operations across the entire state.

Mr. D'Aiuto stated that at this time, it was unclear how the General Assembly would address this change in the upcoming General Assembly session. They may try to absorb the \$90 million or attempt to cost-share, similar to the 15.5% currently paid by the City for program administration. He noted that the Virginia League of Social Service Executives, of which he was a member, was planning to lobby the General Assembly to absorb this amount.

Mr. D'Aiuto explained that the second impact of the bill came later in October 2027, with the penalty associated with it was significant. He clarified that while he saw it as a penalty, it was referred to it as a "benefit match." He stated that currently, 100% of the SNAP benefit was funded by federal dollars, with no cost-sharing required from states or localities, dating back to the inception of the Food Stamp Act in 1964. This change would result in a significant shift, as states would now be required to match the SNAP benefit based on a "quality control payment error rate."

Mr. D'Aiuto stated that historically, states had administered quality control to prove the program's integrity and eligibility determination accuracy. The penalty would be based on the current payment error rate, determined through a sampling of cases throughout the federal fiscal year. In Virginia, the current payment error rate was 11.5%. According to the bill requirements, if a state's error rate was under 6%, there would be zero penalty. If it fell between 6% and 8%, the penalty would be 5%. If it ranged from 8% to 9.99%, the penalty would be 10%. If it exceeded 10%, the penalty would be 15%. Based on the current total issuance in Virginia, applying this penalty would result in an additional \$270 million. On top of the \$90 million, this could potentially result in a \$360 million hit to the Commonwealth's general revenue.

Mr. D'Aiuto stated that additionally, the changes would expand the able-bodied adults without dependents category. Currently, individuals between the ages of 18 and 54 with no children under 18 were time-limited to a certain number of months of SNAP benefits. This limit would increase to 18 to 64. The caregiver exemption would also be narrowed, meaning that individuals with children aged 14 or over but under 18 would be subject to time limits unless they met an exemption. Waivers, which states had historically used to exempt individuals from work requirements and time limits based on unemployment rates and local economic conditions, would now be subject to stricter requirements.

Mr. D'Aiuto stated that 12 communities in Virginia, including Petersburg, were under a waiver that allowed for exemptions, but that ended on June 30, 2025, and the state's request for feedback on the waiver had not been responded to, and the new H.R.1 bill required waivers to be approved only if the unemployment rate was over 10%. Given Petersburg's current unemployment rate of around 5% or below, they would not qualify under the new requirements. This waiver would be ending on September 30, 2025, meaning that they would have to implement time limits for individuals meeting the able-bodied requirements.

Mr. D'Aiuto stated that furthermore, Medicaid would now have work requirements at the federal level, effective January 1, 2027. This meant that individuals in the expansion Medicaid category, which included those between the ages of 18 and 64, would be required to work, participate in public service, or an education program at least 80 hours a month in some capacity. He noted that they would also have to increase the number of renewals for Medicaid, from once a year to twice a year, which would increase the workload and require clients to complete more renewal applications.

Mr. D'Aiuto summarized that key timelines included October 1 when the cost share for administrative costs would increase to 75%. He said that in June of 2026, the federal government Department of Health and Human Services (HHS) was required to provide interim and final rules

on the Medicaid work requirements to states. By January 1, 2027, Medicaid work requirements and six-month renewals for the expansion categories would take effect. On October 1, 2027, the payment error rate-based benefit match would begin in the state, approximately two years from now.

Mr. D'Aiuto reviewed the local impacts that would occur based on these changes. Locally, they had 11,262 individuals on SNAP in the City, with approximately 5,000 individuals meeting the criteria for able-bodied adults without dependents. Starting on October 1, 2027, these individuals would be required to work at least 20 hours a week or meet an exemption to continue receiving SNAP benefits. If they met the work requirement, their benefits would be based on their income and allotment.

Mr. D'Aiuto stated that for Medicaid, they anticipated about 5,000 of the 18,000 residents falling into the same category, requiring some form of work activity starting January 1, 2027. This would increase DSS staff workload and lead to more appeals as they took negative actions on eligibility for SNAP and Medicaid clients. To address this, they needed to focus on payment error reduction, retrain their team, and conduct outreach within the community. Their next steps included preparing for the waiver ending on October 1, when the State of Virginia and the Department of Social Services would send notices to all impacted SNAP recipients requiring them to comply with work requirements and work to receive more than three months of SNAP benefits in any 36-month period.

Mr. D'Aiuto stated that they were still waiting for the exact dates of these notices, but he anticipated receiving them within the next two weeks. They would also experience increased phone calls and lobby traffic. He had requested the state to provide him with the exact weekend when the notices would be mailed out, so he could anticipate and plan accordingly. He would keep City Manager Altman and the Council updated on these dates.

Council Member Jones thanked staff and Council members for working together to successfully rectify the situation at Petersburg East Apartments, which had positively impacted a large number of people. He asked for clarification regarding the waiver.

Mr. D'Aiuto explained that the current waiver, which was effective July 1, 2024, and was set to expire on June 30, 2025, had undergone significant changes due to the shift in administration at the federal level. He said that the passage of H.R. 1 had altered the requirements for states to meet in order to be eligible for a waiver that exempted SNAP recipients from participating in work programs or working a minimum of 20 hours a week. As a result, they did not know the status of the waiver that ended on June 30, 2025, as the federal government had not yet responded to their request for that information.

Council Member Jones expressed doubt that they would ever receive a response from the federal government. He noted that while the end of the waiver may result in increased employment due to SNAP beneficiaries working to keep their benefits, there were others who may not be able to find work for a variety of reasons and still needed those benefits. He emphasized that all of these cases must be handled with care, as they all should consider the perspective and experience of someone applying for these benefits.

Council Member Jones stated that this would certainly affect a large number of households in the City, and he anticipated that all of their City departments would be handling the fallout at some point. He noted that another result of these changes may affect their Housing Authority, because if people in income-restricted housing got jobs to keep food benefits, they may lose their housing due to changes in their income. He emphasized that the City of Petersburg must become self-sufficient and prepare as best they could for future changes.

Mr. D'Aiuto clarified that the time limits for able-bodied adults would begin on October 1, and they would have 90 days to meet employment, education, or public service requirements before their benefits were terminated. Additionally, families with children under 18 would not be impacted by the time limit.

8. MONTHLY REPORTS

There was no report.

9. FINANCE AND BUDGET REPORT

There was no report.

10. CAPITAL PROJECTS UPDATE

There was no report.

11. UTILITIES

There was no report.

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. Status Update of Project Management Reassignment for the Courthouse Project; Poor Creek Water, Wastewater and Water Tank; Police Station; Animal Shelter; Southside Depot; Oak Hill Bridge, Bank Street Hole; Stormwater Study, Wythe Street Bridge; Storm Clean Up; Wilcox Lake Dam; Grass Cutting, Cemeteries, and Others; Former Roper Property; Paving Downtown Parking Lots; Petersburg Harbor; Mountain Vernon Water Tank and Pump Station; Casino; Lead Pipe Replacement; Virginia Linen; and Travel Inn

Mike Luning, Vice President with JMT, stated that he was joined by his colleague Ben Anderson, and they would brief Council on the status of the Utilities projects, specifically water and wastewater. They had prepared a map to show all the ongoing projects. He noted that there were ongoing projects throughout all areas of the City, and they had identified all the active lead service lines that needed to be replaced.

Ben Anderson, Senior Associate at JMT, reviewed the existing water and wastewater infrastructure projects, some of which they had previously discussed. The two main Poor Creek wastewater projects, the force main replacement and the pump station upgrades, were both long overdue. The facilities were built in 1954 and had limited capacity specifically for the Poor Creek area. These projects were crucial for the pharmaceutical expansion and other development in the area, as they provided the necessary infrastructure.

Mr. Anderson stated that both projects were fully grant funded, ongoing, and expected to be completed in 2026. The photo provided was an actual snapshot of the Poor Creek Pump Station, highlighting the corrosion and rust in the highly corrosive sewer environment. The next main project involved two other Poor Creek core projects on the drinking water side, including a water extension down South Crater, control valves, a booster pumping station, and an elevated water tank.

Mr. Anderson said that these projects were wrapping up construction and were expected to be completed this fall. They were also grant funded, with funding from the Economic Development Authority (EDA) and American Rescue Plan Act (ARPA), aimed at boosting pressures in Poor Creek, serving the pharmaceuticals and hospital, improving fire flows, and resolving long-standing issues. In addition to these projects, they had the Locks Watermain Phase II, which was also grant funded and started earlier this year.

Mr. Anderson said that this was approximately 75% complete, replacing a portion of the 80-year-old asbestos cement water main that served the City's main water supply from Appomattox River Water Authority (ARWA). This project had been overdue due to significant costs associated with emergency repairs. He said that they had already completed the initial inventory of lead service lines and were moving into the replacement planning phase, which was also grant funded.

Mr. Anderson said that they had secured \$3.4 million so far, with another pending application for additional funding, bringing the total to approximately \$57 million of grant funds, with a planned completion period of 2026. He then reviewed projects that were not currently funded but included as part of the five-year CIP and addressed various urgent needs. He explained that the Locks Watermain Phase II and III involved replacing approximately 10,000 linear feet of the asbestos water main.

Mr. Anderson stated that the Locks Booster Station improvements aimed to upgrade the primary pump station from ARWA to deliver water across the City and supply to Poor Creek. He said that the equipment was well past its useful life, and a third pump had been needed for decades. This project was designed in 2008 but had not been constructed, with a budget of approximately \$4 million.

Mr. Anderson stated that the Mount Vernon tank replacement, inspected in 2024, was currently in design for replacement, with about 60% of the design expected to be completed by this fall. However, the construction for this project remained unfunded. He continued to state that the Mount Vernon booster station, which drew drinking water from the Mount Vernon tank and distributed it to Poor Creek was 100% designed and ready for bid, but was also awaiting construction funds.

Mr. Anderson continued that the Wagner Road extension project also faced a similar issue, as the water system was not yet connected to Wagner Road and Interstate 460. Adding a connection point there would enhance resiliency and provide an additional supply line to Poor Creek, the hospital, pharmaceutical campus, and residents. This project was currently under design but lacked current construction funding. He stated that the Prince George Interconnect would serve as an emergency connection point between the City and Prince George using hydrants but currently was unsecure in terms of supplying water during an outage. There was a design for this project which was currently bid-ready, awaiting funding.

City Manager Altman noted that regarding the Prince George Interconnect project, Prince George had agreed to contribute to the costs of the project.

Mr. Anderson continued to explain that the water and sewer extension for the new animal shelter off Flank Road was a key component of the project. Currently, the building and utilities extension

are under design. The project was funded but potentially may require additional funding if the building exceeded the estimated costs. He said that the South Crater Road Interceptor was a large diameter sewer interceptor that ran under the swamp, connecting South Crater, Wagner, and I-95.

Mr. Anderson said that using flow meters purchased by the City, they had found significant inflow and infiltration, particularly during storm events, due to the pipe's location beneath the swamp. He said that this project was crucial and should be expedited as soon as funding became available to ensure sufficient capacity for the development in Poor Creek during heavy rainfall events.

Council Member Cuthbert asked if the Poor Creek accelerated sewer rehabilitation project was part of the Capital Improvement Program.

City Manager Altman said that this was one of the items they would consider when evaluating rates and creating a flow of funding for this project was the reduction of infiltration. Currently, they did not have sufficient funding for this project, but it would be one of the areas they would look to fund, as reducing infiltration would ultimately help decrease costs associated with wastewater treatment.

Council Member Cuthbert asked when they could anticipate inclusion of this project in their CIP budget.

City Manager Altman stated that the main goal was to replace the sewer pipe, so when they discussed the rate study and potential rate increases, as well as their potential to borrow money to fund CIP projects, they could look to reprioritizing their CIP projects accordingly.

Council Member Cuthbert emphasized that this Poor Creek accelerated sewer rehabilitation project should be prioritized.

Mr. Andrews agreed that a proactive approach would not only save money on treated water, but also on emergency repairs, which were typically four to five times the cost of planned repairs. Additionally, trenchless methods would avoid traffic disturbance and road digging, so they could also minimize costs in that area. He said that he believed this project was currently in the five-year Capital Improvement Plan, but it was not funded and was scheduled for a future fiscal year. They had previously applied for grants for this project but were unsuccessful.

Mr. Luning summarized that they had discussed the planned projects, but there was a separate list of projects that they needed to review briefly. He noted that there was likely an excess of \$1 billion in infrastructure needs in the City, so they had compiled a list of projects that should be prioritized for funding when it became available. Some projects were self-sustaining and required minimal investment, such as replacing aging generators and repairing manhole inserts. He said that these small improvements could yield significant returns on investment.

Mr. Luning said that on the other hand, major projects like the Bank Street Pump Station replacement and the Pocahontas Island Pump Station overhaul were costly and would be included in the City's Capital Improvement Plan for future years. He wanted to reiterate that the costs associated with these improvements would be substantial.

Council Member Cuthbert asked if there was potential for moving the pump station from Pocahontas Island to a different location in the future.

Mr. Luning explained that the existing infrastructure currently runs into the pumping station, so it must be located nearby. He said that they could consider relocating it nearby, but it likely could not be moved entirely off the island without incurring new difficulties.

Council Member Jones emphasized that the Poor Creek projects were some of the most important projects the City had undertaken. With that, there was a level of accountability they must expect from their citizens in terms of what they put down the pipes. He asked if they could consider putting in a grinder or separator on the City side of the infrastructure.

Mr. Anderson stated that the pump station upgrade featured two grinders that ground through rags, replacing the previous grinders that had become inoperable. He noted that one of the significant issues was the increased maintenance required at the pump station, and maintenance crews frequently needed to unclog the pumps. With new grinder replacements, they would be brand new and functional. To ensure they continued to function within the system, regular maintenance was crucial. Unfortunately, there was less they could do from the City's perspective, making public education on what should be flushed and what should not be essential to reduce these issues.

Council Member Jones asked the City Manager and City Attorney if the City could potentially send out informational material to educate the public. He said that they must try to change behaviors to reduce stress and damage to their water and wastewater infrastructure. Additionally, they may need to consider reporting violations or issuing fines to property owners so they can ensure accountability and maintain their infrastructure.

City Manager Altman stated that he would review the possibility of levying a fine for those activities. If they could, then he believed it was the City's responsibility to do so. He said that there was an accountability component to this, and it would provide a measure of consequence for noncompliance.

Mayor Parham asked if the City Manager had anything further to discuss.

City Manager Altman stated that at the last meeting, Councilman Cuthbert had inquired about fire hydrants and had requested that he provide a report. He stated that they had identified six inoperable hydrants in the City, with four of those having been repaired. They currently had two hydrants that would be inspected and addressed: one located at 1609 West Washington and the other at 2520 County Drive. As of September 1, they would begin the pressure checking process and would inspect hydrants throughout the City. If the pressures did not meet the required standards, they would report the issue and initiate repairs through Public Works.

16. BUSINESS OR REPORTS FROM THE CLERK

Tangi Hill, City Clerk, stated that she had nothing to report this evening.

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 9:57 p.m.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025
TO: The Honorable Mayor and Members of City Council
THROUGH: Garry Cozier - Budget Manager
FROM: March Altman, Jr.
RE: **A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund**

PURPOSE: A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund

REASON: Various grants have been received by multiple granting agencies, including VA 911 Services, Va State Police, VA Dept. of Health, Dept. of Housing & Community Development, Dept. of Criminal Justice Services, & Dept. of Conservation & Recreation.

RECOMMENDATION: Staff recommends approval and adoption of the ordinance(s).

BACKGROUND:

Name	Granting Agency	Amount	Name	Granting Agency	Amount
FY26 NG911	VA 911 Services Board	\$150,000	CFPF4 - Floodplain Property	DCR	\$2,268,000
FY26 HEAT	VSP	\$8,878.15	CFPF5 - Bank St	DCR	\$4,600,000
RSAF	VDH	\$180,000	CFPF5 - Flap Gates	DCR	\$2,000,000
IRF Travel Inn	DHCD	\$750,000	CFPF5 - Dredging Study	DCR	\$250,000
FY26 Victim Witness	DCJS	\$306,240	CFPF5 - Structure Inventory	DCR	\$650,000
FY26 Community Corrections	DCJS	\$580,552	FY26 Witness Protection	DCJS	\$25,000

COST TO CITY: \$11,768,670.15

BUDGETED ITEM: Grants

REVENUE TO CITY: \$11,768,670.15

CITY COUNCIL HEARING DATE: 9/16/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Department of Public Works & Utilities, Petersburg Bureau of Police, Sheriff's Office, Victim Witness, Community Corrections, Petersburg Fire Rescue & Emergency Services.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Grant Ordinance - FY26 NG911
2. Grant Ordinance - FY26 VSP HEAT
3. Grant Ordinance - FY26 RSAF
4. Grant Ordinance - FY26 IRF Travel Inn
5. Grant Ordinance - FY26 Victim Witness
6. Grant Ordinance - FY26 Community Corrections
7. Grant Ordinance - CFPF4 Floodplain Property
8. Grant Ordinance - CFPF5 Bank St
9. Grant Ordinance - CFPF5 Flap Gates
10. Grant Ordinance - CFPF5 Dredging Study
11. Grant Ordinance - CFPF5 Structure Inventory
12. Grant Ordinance - FY26 Witness Protection

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 NG911 Funding	
Total Revenue	\$150,000

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

Previously adopted Expenditures	\$0.00
ADD:	
FY26 NG911 Funding	
Total Expense	\$150,000

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 VSP H.E.A.T. Grant	
Total Revenue	\$8,878.15

- 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 VSP H.E.A.T. Grant	
Total Expense	\$8,878.15

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 Rescue Squad Assistance Fund RSAF

Total Revenue **\$180,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

FY26 Rescue Squad Assistance Fund RSAF

Total Expense **\$180,000**

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 Industrial Revitalization Fund IRF – Travel Inn

Total Revenue **\$750,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

FY26 Industrial Revitalization Fund IRF – Travel Inn

Total Expense **\$750,000**

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 Victim Witness Grant (548105)	
Total Revenue	\$306,240

- 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 Victim Witness Grant (548105)	
Total Expense	\$306,240

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 Community Corrections Grant (544593)

Total Revenue **\$580,552**

- 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 Community Corrections Grant (544593)

Total Expense **\$580,552**

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:

Community Flood Preparedness Fund CFPP Round 4 Floodplain Property (CFPP-24-04-16)

Total Revenue **\$2,268,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

Community Flood Preparedness Fund CFPP Round 4 Floodplain Property (CFPP-24-04-16)

Total Expense **\$2,268,000**

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:

Community Flood Preparedness Fund CFPF Round 5 Bank St (CFPF-25-05-12)

Total Revenue **\$4,600,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

Community Flood Preparedness Fund CFPF Round 5 Bank St (CFPF-25-05-12)

Total Expense **\$4,600,000**

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:

Community Flood Preparedness Fund CFPF Round 5 Flap Gates (CFPF-25-05-44)

Total Revenue **\$2,000,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

Community Flood Preparedness Fund CFPF Round 5 Flap Gates (CFPF-25-05-44)

Total Expense **\$2,000,000**

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:

Community Flood Preparedness Fund CFPF Round 5 Dredging Study
(CFPF-25-05-52)

Total Revenue **\$250,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

Community Flood Preparedness Fund CFPF Round 5 Dredging Study
(CFPF-25-05-52)

Total Expense **\$250,000**

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:

Community Flood Preparedness Fund CFPP Round 5 Structure Inventory
(CFPP-25-05-65)

Total Revenue **\$650,000**

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

Previously adopted Expenditures **\$0.00**

ADD:

Community Flood Preparedness Fund CFPP Round 5 Structure Inventory
(CFPP-25-05-65)

Total Expense **\$650,000**

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 Witness Protection Grant (556399)	
Total Revenue	\$25,000

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

Previously adopted Expenditures	\$0.00
ADD:	
FY26 Witness Protection Grant (556399)	
Total Expense	\$25,000



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of the FY26 Carry Forward Requests From the Previous Fiscal Year**

PURPOSE: A Public Hearing for Consideration of the FY26 Carry Forward Requests From the Previous Fiscal Year

REASON: The City of Petersburg's use of the Assigned Fund Balance is predicated on the year-end budget of capital expenditures that have an approved budget and remaining budgeted funds.

RECOMMENDATION: Staff recommends approval of the ordinance.

BACKGROUND: The Petersburg Financial Policy allows for an Assigned Fund Balance to complete capital projects that have a remaining budget. This allows the City to reserve general fund-supported capital project funding and designate it as Assigned Fund Balance. These funds will roll from FY25 to be used in FY26 to complete unfinished FY25 purchases. All other remaining funds in the General fund may not be Assigned, and are either Non-spendable, Restricted, Committed, or Unassigned.

COST TO CITY: \$1,018,375.74

BUDGETED ITEM: Previous Fiscal Year

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 9/16/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Ordinance - Carry Forward Requests FY26

AN ORDINANCE TO APPROVE THE FY24 YEAR-END ASSIGNED FUND BALANCE TRANSACTIONS TO BE RECORDED AND COMPLETED IN THE FISCAL YEAR 25, BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025.

WHEREAS, The City of Petersburg’s use of the Assigned Fund Balance is predicated on the year-end budget of capital expenditures that have an approved budget and remaining budgeted funds; and

WHEREAS, The financial policy defines Assigned Fund Balance as amounts set aside with the intent that they be used for specific purposes; and

WHEREAS, The functionality of the Assigned Fund is to allow for the completion of capital expenditures that were initially approved by Council in the adopted budget; and

WHEREAS, The financial policy allows for an Assigned Fund in order to complete capital projects that have remaining budget; and

WHEREAS, Several expenditures have been identified as started in FY25 but not completed, in the amount of \$1,018,375.74, as referenced below; and

<u>EXPENSE DEPT.</u>	<u>TYPE</u>	<u>FY25 BALANCE</u>
Fire	Equip/Vehicles	\$405,846.95
Planning	Projects	\$141,887.52
Library	Vehicles	\$63,000.00
Constitutional	Equip/Projects	\$141,984.25
Police	Vehicles	\$82,402.07
Non-Departmental	Vehicles	\$183,254.95

WHEREAS, these expenditures can be completed and closed out during FY26 with the recording of the transactions in the Assigned Fund.

NOW THEREFORE BE IT ORDAINED that City Council does hereby approve and adopt the ordinance to transfer funds into the Assigned Fund and record transactions in the amount of \$1,018,375.74.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Garry Cozier - Budget Manager

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of an Amendment to the FY26 General Fund**

PURPOSE: A Public Hearing for Consideration of an Amendment to the FY26 General Fund

REASON: 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 vehicle and equipment purchases that are needed within the City.

COST TO CITY: \$4,000,000

BUDGETED ITEM: No

CITY COUNCIL HEARING DATE: 9/16/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Ordinance - FY26 Amendment.2
2. Reimbursement Resolution

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, 2025, in the General Fund, are made for the following resources and revenues of the City, for the fiscal year ending June 30, 2026.

Previously adopted Revenues	\$110,304,573
ADD:	
Draw From Fund Balance	\$4,000,000
Total Revenue	\$114,304,573

- 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	\$110,304,573
ADD:	
Vehicles & Equipment	\$4,000,000
Total Expense	\$114,304,573

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PETERSBURG,
VIRGINIA DECLARING ITS INTENTION
TO REIMBURSE ITSELF FROM THE PROCEEDS OF
ONE OR MORE TAX-EXEMPT FINANCINGS FOR
CERTAIN EXPENDITURES MADE AND/OR TO BE
MADE IN CONNECTION WITH CITY VEHICLE AND CAPITAL
IMPROVEMENT PROJECTS**

WHEREAS, the City of Petersburg, Virginia (**the “City”**) is a municipal corporation and political subdivision organized and existing under the laws of the Commonwealth of Virginia;

WHEREAS, the City is interested in providing funds (**the “Expenditures”**) for the acquisition of certain public safety vehicles and equipment, and other City capital improvements, including police vehicles, tractors, sweepers, trucks and other City vehicles (**the “Projects”**);

WHEREAS, the City Council of the City (**the “Council”**) has determined that those moneys previously advanced no more than sixty (60) days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of one or more issues of tax-exempt bonds (**the “Bonds”**);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA, AS FOLLOWS:

Section 1. The Council hereby declares the City’s intent to reimburse the City with the proceeds of the Bonds for Expenditures with respect to the Projects made on and after sixty (60) days prior to the date of adoption of this Resolution. The City reasonably expects on the date hereof that it will reimburse itself for the Expenditures with the proceeds of the Bonds.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The maximum principal amount of the Bonds expected to be issued for the Projects is \$4,000,000, plus costs of issuance relating to the Bonds.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City’s use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Projects are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small

issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

Passed and adopted this __th day of _____, 2025.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Dale Pittman for the Development of 117 Lafayette Street (Portion of Property) Located in Petersburg, VA**

PURPOSE: A Public hearing for consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Dale Pittman for the Development of 117 Lafayette Street (portion of property) Located in Petersburg, VA.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and DALE PITTMAN to purchase a portion of the City-owned property at 117 Lafayette Street, located in Petersburg, VA.

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

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreement related to the sale of city-owned property located at 117 Lafayette Street (portion of property), located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 9/16/2025

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. Purchase Proposal for 303 Commerce Parking Presentation

2. ORDINANCE (2)
3. 117 Lafayette Street Dale Pittman Packet
4. 117 Lafayette-Pittman Zoning
5. 117 Lafayette Street Survey

Proposal for Purchase of City-Owned Land

Parking for Commercial Property @
303 Commerce Street

Underhill Row LLC

303 Commerce Street – Before & After



Longstanding roof failure leading to rot, termite infestation → total demo of everything except for exterior walls.

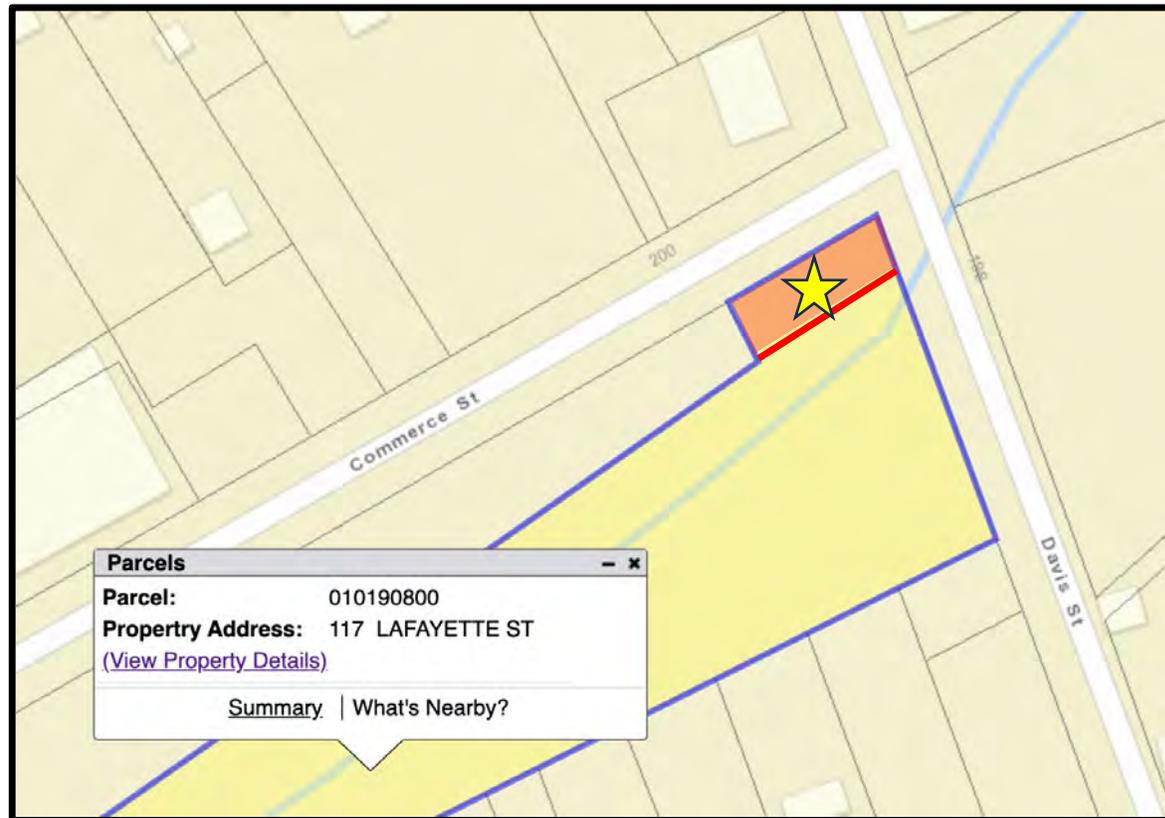
303 Commerce Street – Before & After



Complete renovation of commercial property in Enterprise Zone.



Proposed Purchase of City-Owned Land



- Subdivision of 117 Lafayette Street, City-owned parcel encompassing Brickhouse Run
- 2,320 ft² (0.053 acre) carve-out to be used for parking for 303 Commerce

Proposed Purchase of City-Owned Land

- High population density, apartments in area
- Need for parking for new business
- ~5 off-street parking spots



Proposed Purchase of City-Owned Land

- Same use case as High Street Lofts on same block of Commerce Street
- Proposed purchase at 100% of assessed value of subdivided parcel



AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO SELL A PORTION OF 117 LAFAYETTE STREET TO DALE PITTMAN

WHEREAS, the City is the owner of a parcel of property located at 117 Lafayette Street; and

WHEREAS, Dale Pittman has proposed to purchase a portion of said parcel (approximately 2494.9 square feet as depicted in the attached GIS image (**Exhibit A**)) for two thousand two hundred and twenty and 00/100 dollars (\$2,220.00); and

WHEREAS, it is the desire of Council to accept said offer to purchase and convey said parcel upon conditions and terms contained in the City's Standard Purchase Agreement which shall be prepared by the City to include terms including but not limited to requirements that the purchaser pay all closing costs associated with the property, as a condition precedent to conveyance that within the standard due diligence period, the purchaser will take all action necessary at purchaser's sole expense to facilitate the lawful subdivision of the property including the submission of a recordable plat and any other terms deemed necessary and advisable at the sole discretion of the City Manager and City Attorney.

NOW therefore be it ORDAINED that Council approves the sale of said property upon the conditions described above, and

BE IT FURTHER ORDAINED that the City Manager and City Attorney are hereby directed to take all necessary action to convey said parcel upon conditions and terms contained in the City's Standard Purchase Agreement which shall be prepared by the City to include terms including but not limited to requirements that the purchaser pay all closing costs associated with the property, as a condition precedent to conveyance that within the standard due diligence period, the purchaser will take all action necessary at purchaser's sole expense to facilitate the lawful subdivision of the property including the submission of a recordable plat and any other terms deemed necessary and advisable at the sole discretion of the City Manager and City Attorney.

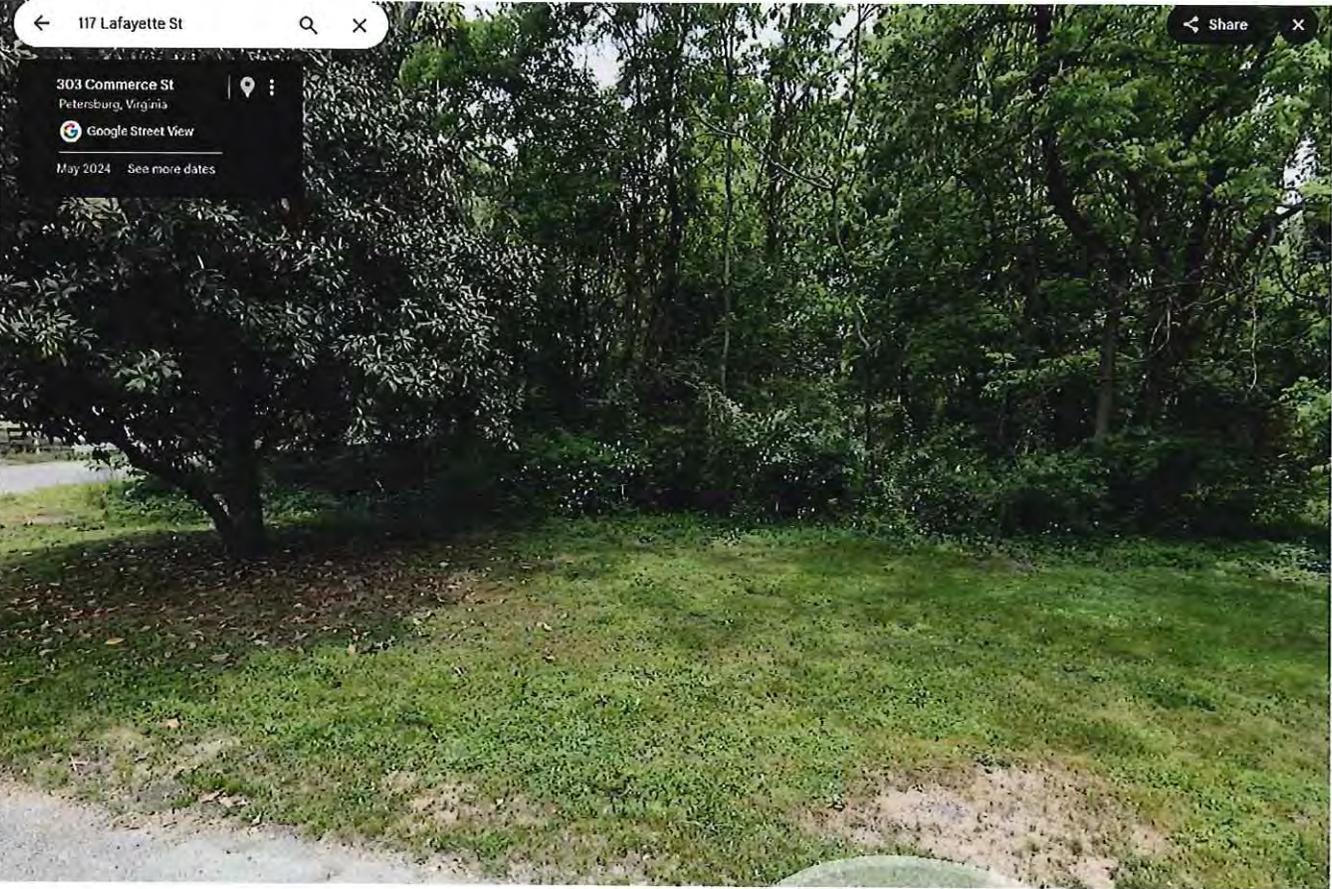
PROJECT BRIEF

Developer:	Dale Pittman
Project Address:	117 Lafayette Street
Assessed Value:	\$59100.00 (total value) but portion value is \$2216.25
Offer Amount:	\$22200.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

Parking for newly renovated building across the street.

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$ \$2,220.00 (portion of parcel, not whole parcel)

Consideration: \$ \$2,220.00 (portion of parcel, not whole parcel)

Tax Map No.: 010190800

This commercial Real Estate Purchase Agreement (the "Agreement") is dated 6/18/25, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Underhill Row 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: 117 Lafayette St, Tax Map Number: 010190800 and further described as a roughly 2,500 sq. ft. portion of 117 Lafayette St across from 303 Commerce St as shown in the attachment as indicated in the recorded deed for the property (**Attachment A**) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

- 1. Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
- 2. Purchase Price:** The purchase price for the Property is twenty two hundred and twenty dollars (\$ \$2,220.00) (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 two hundred and twenty two dollars (\$ \$222.00) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
- 4. Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on July 1st, 2025). Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made July 1st, 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, it's employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

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

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

Petersburg, VA 23803

PURCAHSER:

Underhill Row LLC

Matthew Pittman, Co-Owner

410 High Street

Petersburg, VA 23803

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: Underhill Row LLC

By: _____, Matthew Pittman

Title: Co-Owner

Date: _____

SELLER:

The City of Petersburg, Virginia

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

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

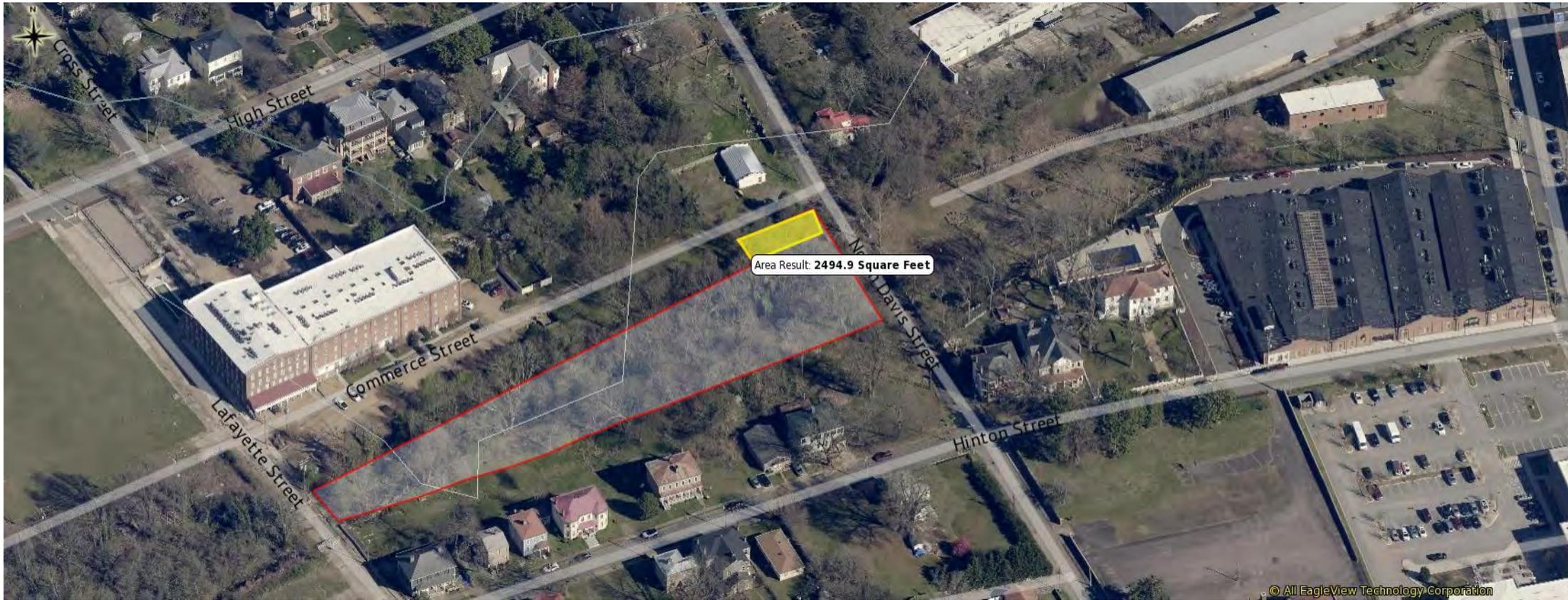
Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Davis and Commerce St



**Letter of Intent
Purchase of City-Owned Land for New Business Parking**

Good Morning,

I am writing to explore the possibility of purchasing a piece of City-owned land across from a newly renovated commercial property to use as parking for the business.

I am one of the owners of 303 Commerce Street. We have recently completed a full restoration of the property and it is now set to be a new commercial space not far from the center of downtown. Property card and photos of the project (before & after) are attached.

We are in the process of selecting a commercial tenant for the space. Several of the prospective tenants we have met with have indicated a desire to use the gated lot on the property as part of business operations (e.g. patio area, display area for outdoor retail, etc.). This would create a challenge with parking, as there is no adjacent street parking on Commerce Street.

We would like to propose the purchase of a small section of City-owned land directly across the street from 303 Commerce. It would be a carve-out from the larger parcel, 117 Lafayette Street, that encompasses the entire creek along that block of Commerce Street. The carve-out would be roughly 2,500 square feet. The use would be identical to the adjacent parcel (310-440 Commerce Street), where the High Street Lofts have a gravel parking area surrounded by mowed grassy area. The property card for 117 Lafayette and map/imagery with proposed carve-out are attached.

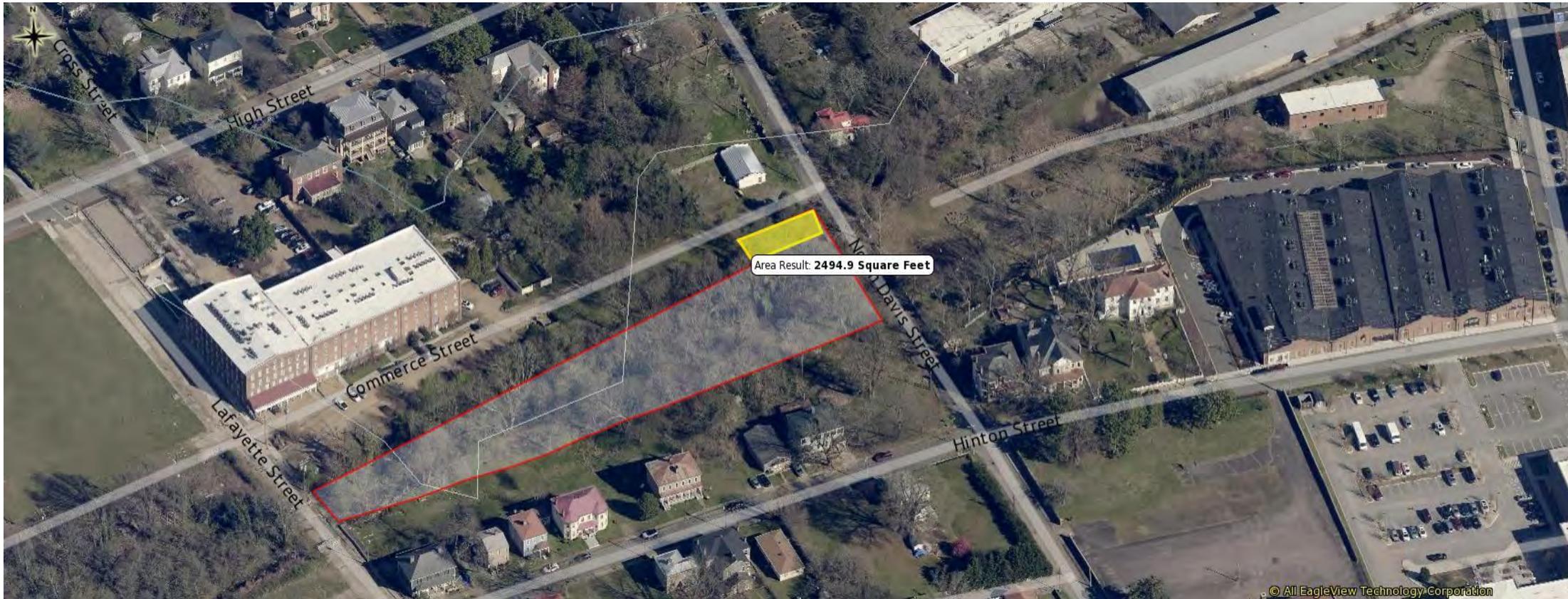
We propose the purchase by Underhill Row LLC of a 2,500 square foot carve-out of 117 Lafayette Street. 117 Lafayette is assessed at \$59,100 for 1.6 acres, and we propose the purchase of .06 acres at that assessed rate, or \$2,220. This would aid in the development of local business, generate tax revenue for the City, and reduce the City's maintenance burden.

Thank you for your consideration.

Best,
Matthew Pittman



Davis and Commerce St



← 201 N Davis St
Petersburg, Virginia
Google Street View
May 2024 See more dates



Map inset showing the current location on a street grid. The text 'Page 108 of 315' is overlaid on the map. Other visible text includes 'rsburg Public Library' and street names like 'High', 'W Tabb', 'N Market St', and 'N Union'.

Google

Navigation controls including a compass, zoom in (+) and zoom out (-) buttons, and a street view pegman icon.

Petersburg, Virginia

Parcel: 010190800

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Folley Castle
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	480	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	M-1	Va House District:	63
Property Address	117 LAFAYETTE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	1.6	City Ward:	4
Legal Description:	1.6 ACRES	Polling Place:	Tabernacle Baptist Church
Subdivision:	Grove-High-Low (Not Platted)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8103
Local Historic District:	Folley Castle	Elementary School:	Pleasants Lane
		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:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	10/20/2003	\$62,000	2003/4589

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	\$59,100	\$59,100	\$59,100	\$59,100	\$59,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$59,100	\$59,100	\$59,100	\$59,100	\$59,100

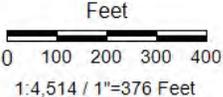
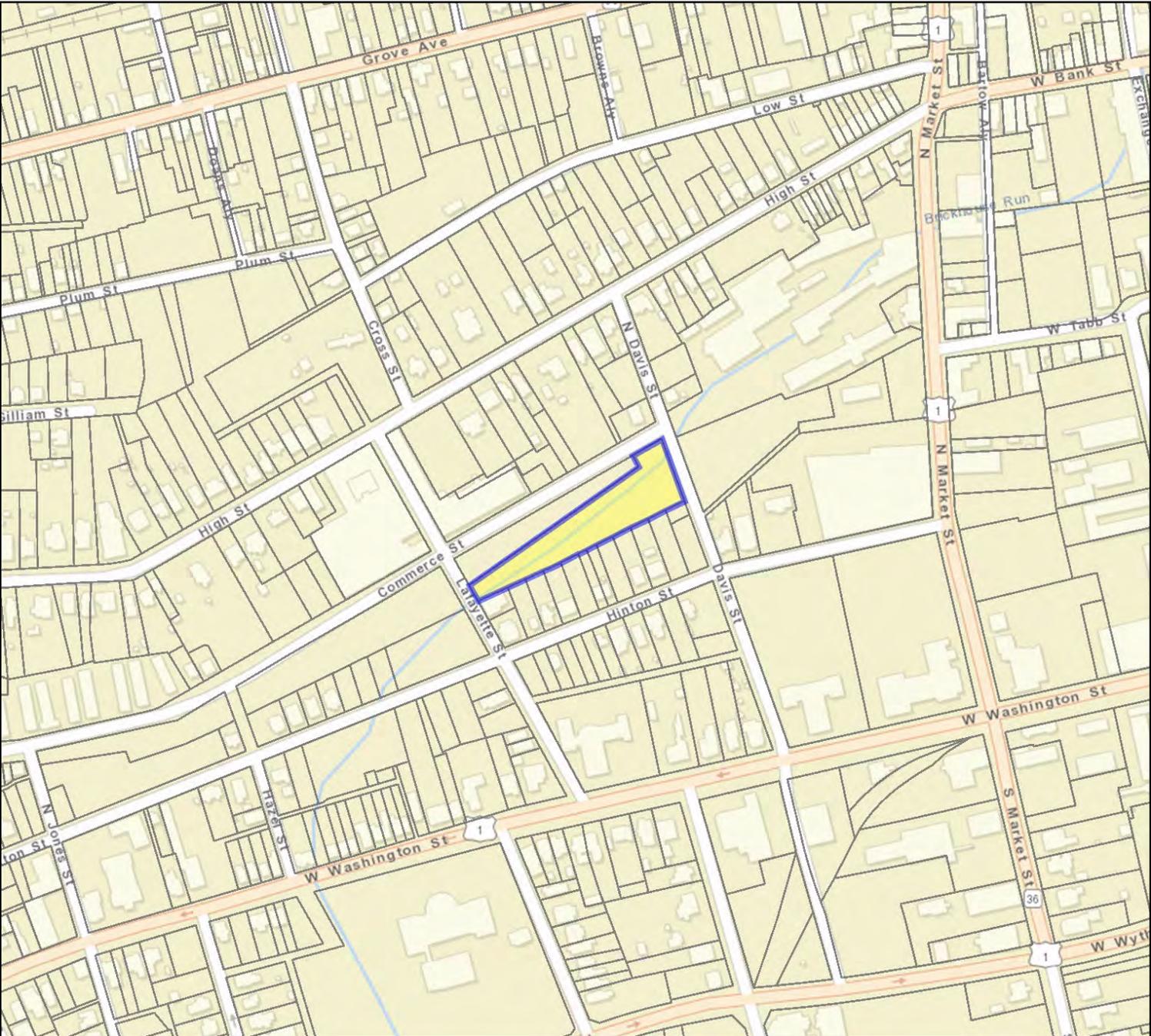
Property Tax (Coming Soon)

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Petersburg, Virginia

Legend

- City Boundary
- Parcels



Parcel #: 010190800

Date: 4/15/2025

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

Petersburg, Virginia

Parcel: 010200011

Summary

Owner Name	UNDERHILL ROW LLC	National Historic District:	Old Towne
Owner Mailing Address	112-A W TABB ST PETERSBURG , VA 23803	Enterprise Zone:	Yes
Property Use	462	Opportunity Zone:	
State Class:	4 Commercial and Industrial	VA Senate District:	16
Zoning:	M-1	Va House District:	63
Property Address	303 COMMERCE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.156	City Ward:	5
Legal Description:	92.8-109.9X65 INCL 301307-309 COMMERCE ST	Polling Place:	Tabernacle Baptist Church
Subdivision:	Grove-High-Low (Not Platted)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8103
Local Historic District:	Old Towne	Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):	1,288	Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	2
Open Porch:		Foundation:	SL
Deck/Patio:		Central A/C:	100%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
ROWLETT, CHARLES A SR	9/30/2020	\$50,000	2020/2525
	12/9/1991	\$31,900	493/199

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment					
Land Value	\$22,600	\$22,600	\$22,600	\$22,600	\$22,600
Improvement Value	\$27,400	\$27,400	\$27,400	\$132,400	\$132,400
Total Value	\$50,000	\$50,000	\$50,000	\$155,000	\$155,000

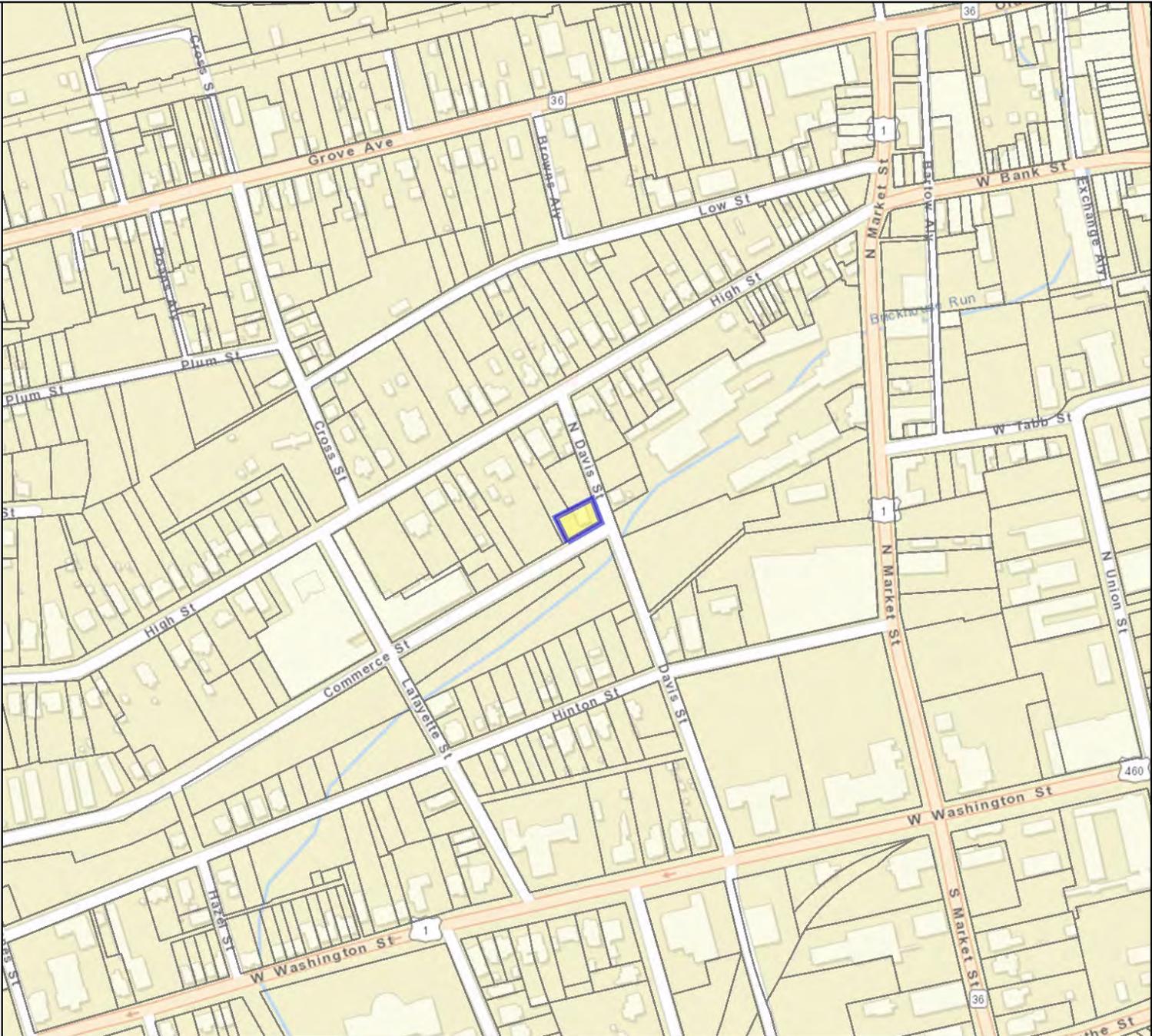
Property Tax (Coming Soon)

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

Petersburg, Virginia

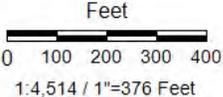
Legend

- City Boundary
- Parcels



Parcel #: 010200011

Date: 4/15/2025



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.

From: Matt P
To: Pandora Gerald
Cc: Dale Pittman; Sharre Moon; Shalonda Venable-Royster; Brian Moore
Subject: Fwd: Purchase of 117 Lafayette
Date: Tuesday, June 24, 2025 12:17:17 PM

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

Please see the statement from Mr. Gorman forwarded below.

Thank you.

- Matt

Begin forwarded message:

From: Maxwell Gorman <mgorman@petersburg-va.org>
Subject: Re: Purchase of 117 Lafayette
Date: June 24, 2025 at 12:00:56 PM EDT
To: Matt P <mttpittman@gmail.com>

Thank you for reaching out.

The use for additional parking is approvable from a zoning standpoint.

As the property is located within a local historic district, any permanent change must be approved by the architecture review board. The zoning requirement does call for an impermeable surface but that requirement can be waived by the city engineer if necessary.

Thank you,

Maxwell Gorman
Zoning Administrator

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

From: Matt P <mttpittman@gmail.com>
Sent: Wednesday, June 18, 2025 11:49 AM
To: Maxwell Gorman <mgorman@petersburg-va.org>
Subject: Purchase of 117 Lafayette

[You don't often get email from mttpittman@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Hello Mr. Gorman,

Thank you for speaking with me this morning about providing a statement from Planning & Community Development for our proposed purchase of City land at 117 Lafayette Street.

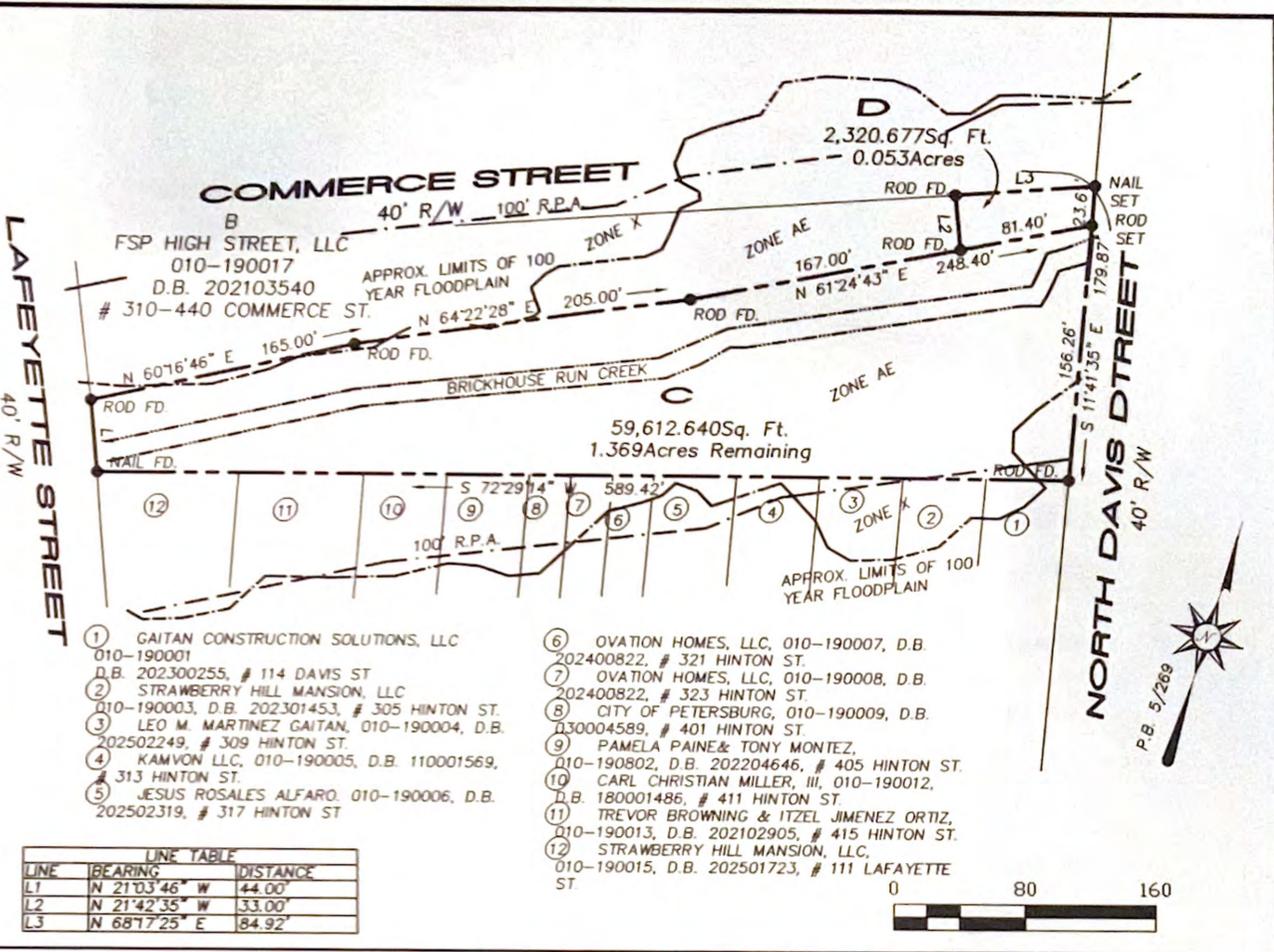
I'm following up here with the Letter of Intent that we submitted to Economic Development. It describes the piece of land we propose to purchase as well as the usage (parking).

Please let me know if there's any other information you need from us.

Thank you.

- Matt

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.



SUBDIVISION CERTIFICATE

THE SUBDIVISION OF LAND SHOWN HEREON DESIGNATED AS A DIVISION OF PARCEL C, # 117 LAFAYETTE STREET IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. THERE IS NOT A MORTGAGE ON THIS PROPERTY. ALL EASEMENTS, STRIPS, AND ROADS ARE OF THE WIDTH AND EXTENT SHOWN AND ARE DEDICATED TO THE CITY OF PETERSBURG FREE AND UNRESTRICTED BY ANY PREVIOUS AGREEMENTS EXCEPT AS NOTED ON THIS PLAT AS OF THE TIME OF RECORDATION. THE DEDICATION OF EASEMENTS TO THE CITY OF PETERSBURG INCLUDES GRANTING THE RIGHT TO MAKE REASONABLE USE OF THE ADJOINING LAND FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES WITHIN THE BOUNDARIES OF EASEMENTS SHOWN HEREIN. ALL EASEMENTS ARE FOR SURFACE AND UNDERGROUND DRAINAGE AND OVERHEAD AND UNDERGROUND UTILITIES EXCEPT AS RESTRICTED USE ON THIS PLAT.

GIVEN UNDER OUR HANDS AND SEALS THIS _____ DAY OF _____,

STATE of VIRGINIA

I, _____, a Notary Public in and for the State of Virginia, do hereby certify that _____ whose names are signed to the Owner's Certificate have acknowledged the same before me in my State aforesaid. Given under my hand this _____ day of _____, 2025.

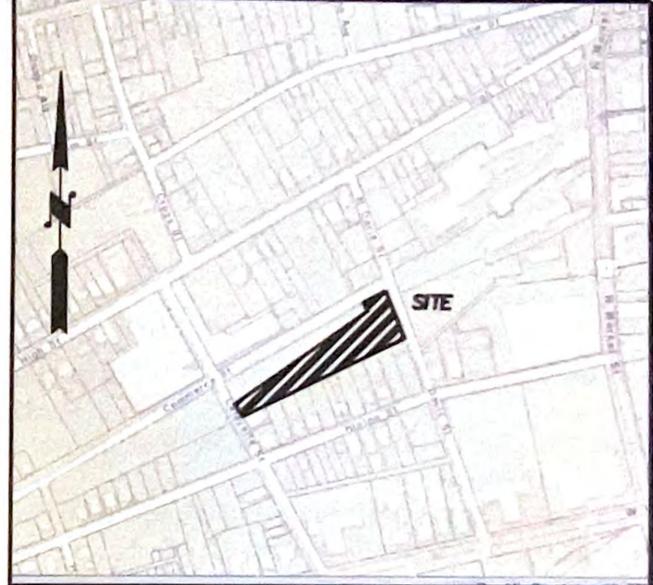
My commission expires _____ Notary Public

STATE of VIRGINIA

I, _____, a Notary Public in and for the State of Virginia, do hereby certify that _____ whose names are signed to the Owner's Certificate have acknowledged the same before me in my State aforesaid. Given under my hand this _____ day of _____, 2025.

My commission expires _____ Notary Public

AREA SUMMARY:
 PARCEL C, # 117 LAFAYETTE ST. WAS 1.422 ACRES
 0.053 ACRES TO PARCEL D LEAVES 1.369 ACRES IN PARCEL C



VICINITY MAP N.T.S.

GENERAL NOTES

- 1. ZONING: M-1
- 2. USE: NON-RESIDENTIAL EXISTING
- 3. ROADS: EX. PUBLIC
- 4. DRAINAGE: EX. ROADSIDE DITCH
- 5. SEWER: EX. PUBLIC
- 6. WATER: EX. PUBLIC
- 7. No. OF LOTS EX./ PROP.: 1/2
- 8. MIN. LOT SIZE: 0.053 ACRES
- 9. AVG. LOT SIZE: 0.711 ACRES
- 10. MAX. LOT SIZE: 1.369 ACRES
- 11. AREA IN STREETS: N/A
- 12. AREA IN LOTS: 1.422 ACRES
- 13. TOTAL AREA: 1.422 ACRES
- 14. TAX PARCEL No.: 010-190800
- 15. NO STRUCTURES WILL BE PERMITTED ON THIS PARCEL OWNERS:

CITY OF PETERSBURG
 135 N. UNION ST.
 PETERSBURG, VA. 23803

PRELIMINARY
 PLAT SHOWING
A DIVISION OF PARCEL C, # 117 LAFAYETTE STREET
 PETERSBURG, VIRGINIA

APPROVALS	
CHAIRMAN OF PLANNING	DATE
DIRECTOR OF PUBLIC WORKS	DATE
DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT	DATE

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 8/12/2025 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON. THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON. THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "AE" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120006D, DATED 12/15/2022.

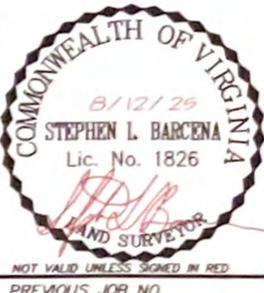
SHEET 1 OF 1

LAND SURVEYING
 526 GROVE AVENUE
 PETERSBURG, VIRGINIA 23803
 PH. 804.520.9180 / FX. 804.722.9517

DATE: AUGUST 12, 2025 SCALE: 1" = 30'
 DRAWN BY: SLB
 CHECKED BY: CALC. CHK.: SLB
 JOB NO.: 24573 F.B. 216/39

Source of Title
 PARCEL C
 The property embraced within the limits of this subdivision was conveyed from CSX Transportation, Inc. by deed dated September 11, 2003 to The City Of Petersburg, Virginia and recorded as Instrument # 030004589 on October 20, 2003 in The Clerk's Office of The Circuit Court, Petersburg, Virginia.

Stephen L. Barcena
 STEPHEN L. BARCENA, L.S.



Surveyor's Certificate
 This plat represents and is based on a survey made by me or under my direction and supervision. This subdivision is entirely within the lands owned by the subdivider. All monuments shown are in place. All applicable provisions and requirements of the Subdivision Ordinance of The City of Petersburg have been complied with.

Stephen L. Barcena
 STEPHEN L. BARCENA, L.S.

NOT VALID UNLESS SIGNED IN RED
 PREVIOUS JOB NO.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of an Ordinance to Approve a Request by Anthony Lewis, High Stepper Enterprise, LLC, on Behalf of Paula Wynn Harris, for a Special Use Permit to Operate a Stand-Alone Vehicle Repair Shop at 1311 Commerce Street, Parcel ID 024150800, in the M-1, Light Industrial Zoning District**

PURPOSE: Consider special use permit request for stand-alone vehicle repair at 1311 Commerce Street

REASON: The City received a petition from Anthony Lewis, High Stepper Enterprise, LLC to operate a stand-alone vehicle repair shop at 1311 Commerce Street in the M-1 Zoning District. A special use permit is required for this use of the property.

RECOMMENDATION: Approval with conditions

BACKGROUND: Below is a general timeline of events for this request:

1. June, 2025 - Staff received petition by applicant for special use permit to operate a stand-alone vehicle repair shop at 1311 Commerce Street.
2. July 10, 2025 - Planning Commission recommended approval of the special use permit with 11 conditions 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. 25-SUP-02 Memo
2. 25-SUP-02 Presentation
3. Ordinance 25-SUP-02
4. 1311 Commerce SUP Application
5. 1311 Commerce plat
6. Zoning Map
7. Future Land Use Map
8. M-1 Use Table
9. Adjoining Property Owners



City of Petersburg

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

MEMORANDUM

DATE: September, 2025

TO: Mayor and City Council

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

RE: 2025-SUP-02: Consideration of an ordinance to approve a request by Anthony Lewis, High Stepper Enterprise, LLC, on behalf of Paula Wynn Harris, for a special use permit to operate a stand-alone vehicle repair shop at 1311 Commerce Street, Parcel ID 024150800, in the M-1, Light Industrial Zoning District

EXECUTIVE SUMMARY:

The applicant requests to be allowed to operate a stand-alone vehicle repair shop at 1311 Commerce Street in the M-1, Light Industrial Zoning District. A Special Use Permit is required to operate a stand-alone vehicle repair shop in the M-1 District. The subject property is designated as Historic Neighborhood on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. The proposed use, if permitted, will be controlled by the Zoning Ordinance as well as any conditions recommended by Planning Commission and accepted by City Council.

CHRONOLOGY OF EVENTS:

1. June 2025 – Staff received petition by applicant for special use permit to operate stand-alone vehicle repair shop at 1311 Commerce Street.
2. July 10, 2025 – Planning Commission recommended approval of the special use permit with 11 conditions in a 6 (aye) and 0 (nay) vote.

BACKGROUND:

The subject property is a 0.336-acre lot located on the north side of Commerce Street. There is an existing structure on the site that formerly operated as a commercial repair shop. The applicant is requesting to improve the overall site and to resume use of the existing structure as a repair shop. The former repair shop on the property was considered a legal non-conforming use, but has been vacant for more than two years, meaning any new use on the

site must meet current ordinance requirements.

Per Article 23, Section 4(23) of the Zoning Ordinance, a special use permit must be granted for stand-alone vehicle repair shops in the M-1 Zoning District. Council may grant approval of special use permits when the public health, safety, moral and general welfare will not be adversely affected by a use, and provided that necessary safeguards will be provided to protect surrounding property, persons, and neighborhood values.

The application was accompanied by a plat indicating that a paved parking area will be installed on the site and privacy fencing will be used for screening. In addition to these improvements, staff is recommending several conditions of approval pertaining to site access, vegetative screening, site cleanliness, and vehicle and material storage.

Please note the property could presently be developed with any use allowed by-right in the M-1 District, including manufacturing, distribution, and freight use.

ADJACENT ZONING/USES:

The subject property is located in an area with varied zoning. Properties on the north side of Commerce Street, including the subject property, are zoned M-1, Light Industrial. Properties on the south side of Commerce Street, including those directly across from the subject property are zoned R-3, Two-Family Residence.

The property is bordered by railroad right-of-way to the north and adjacent and neighboring uses on the north side of Commerce Street are largely industrial, including the MST Medical Supply building to the west and general warehousing and storage yard facilities to the east. The block across Commerce Street in the R-3 District is fully developed with detached single-family dwellings.

COMPREHENSIVE PLAN CONSIDERATIONS:

The subject property is located in a Historic Core Neighborhood area on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. According to the plan, these areas “directly reflect Petersburg’s historic development pattern and are generally located in the heart of Petersburg.” Typically, the primary land uses are residential, but it should be noted that residential uses are not permitted in the M-1 Zoning District. Additionally, the property is located just outside of the Research and Development area, which is generally more accommodating of light industrial uses.

The proposed use does not align with the parcel’s future land use designation in the Comprehensive Plan, but it should be noted that few, if any, uses allowed in the M-1 District would not be in line with a Historic Core Neighborhood area. The request is generally in line with the current land use pattern on the northern side of Commerce Street and is less intensive than several industrial uses that would be allowed on the site without a special use permit.

PUBLIC INPUT:

As of the writing of this report, staff have received no telephone calls, emails, or letters in support of or in opposition to the request.

RECOMMENDATION:

Planning Commission recommended approval of the Special Use Permit subject to the following conditions:

1. Hours of operation shall be limited to between 7:00 a.m. and 8:00 p.m. on weekdays and 10:00 a.m. and 8:00 p.m. on weekends.
2. The property shall be kept and maintained in a clean, orderly manner and with the exception of vehicles on site for repair, no open, outdoor storage of materials, including tires, is permitted.
3. The site shall not operate as a vehicle recovery, storage, or tow lot; wrecked or impounded vehicles shall not be stored on the site.
4. No inoperable vehicles shall be stored for more than seven (7) days on the site unless they are actively being repaired. Active repair shall mean that no seven (7) day period passes in which the condition of a vehicle remains unchanged and/or the vehicle has not moved. No more than five (5) vehicles for repair shall be stored on the site at any point.
5. All repair work shall occur within an enclosed building; work bays shall remain closed while repair work is ongoing.
6. Any portion of the site where vehicles are to be stored shall be screened with an opaque fence at least six feet in height; a continuous row of evergreen trees at least six feet in height shall be installed between the fence and Commerce Street; the plantings shall be subject to review and approval by the City Arborist prior to the issuance of a Certificate of Occupancy for the use of the property.
7. A parking area shall be installed in accordance with Article 19 of the Zoning Ordinance; any vehicles stored on the site for repair shall be located in paved, striped spaces.
8. The existing site entrance shall be improved, including paving and upgraded to a commercial-grade entrance from Commerce Street in accordance with City of Petersburg Department of Public Works specification prior to the issuance of a Certificate of Occupancy for the use of the property.
9. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
10. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.
11. If any portion of the site is located on the neighboring parcels at 1301 or 1309 Commerce Street (PIDs 024150023 and 024150024), those lots shall be consolidated into the

subject property in accordance with the Subdivision Ordinance prior to the issuance of a Certificate of Occupancy for the use of the property.

Staff recognizes that the proposed use does not align with the property's Future Land Use designation, but would note that a rezoning has not been proposed at this time and the existing zoning designation allows for a range of industrial uses, many of which could be more impactful to the neighboring residential properties.

As of the writing of this report, staff have not heard from any neighboring property owners opposing this request. The conditions above have been proposed in an effort to mitigate any adverse impacts and leave the City with the option to rescind the special use permit if the property operates in violation of the permit.

CITY COUNCIL
MEETING

SEPTEMBER,
2025

2025-SUP-02:

Consideration of an ordinance to approve a request by Anthony Lewis, High Stepper Enterprise, LLC, on behalf Paula Wynn Harris, for a special use permit to operate a stand-alone vehicle repair shop at 1311 Commerce Street, Parcel ID 024150800, in the M-1, Light Industrial Zoning District

Subject Property



Request and Background

- Subject property is 0.336 acres located in M-1, Light Industrial District
- Applicant seeking to operate stand-alone vehicle repair shop; special use permit is required
- Proposing to use existing structure on site which formerly operated as repair shop but lost legal non-conforming status; plans to pave a parking area and provide privacy fencing on the site
- Special use permits may be granted if public health, safety, and welfare will not be adversely affected and if safeguards are in place to protect surrounding property, persons, and neighborhood values



Petersburg
VIRGINIA

Adjoining Zoning/Uses

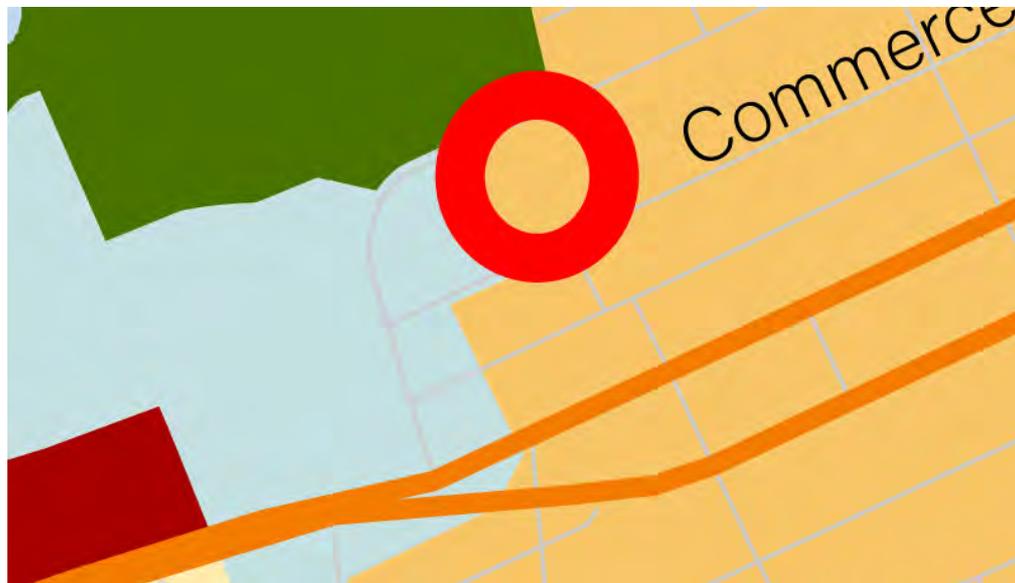






Comprehensive Plan Considerations

- Designated as Historic Core Neighborhood on Future Land Use Map; land uses encouraged in Historic Core Neighborhood are primarily mix of residential
- Directly adjacent to Research and Development area which does encourage some light manufacturing and industrial uses



Proposed Conditions

1. Hours of operation shall be limited to between 7:00 a.m. and 8:00 p.m. on weekdays and 10:00 a.m. and 8:00 p.m. on weekends.
2. The property shall be kept and maintained in a clean, orderly manner and with the exception of vehicles on site for repair, no open, outdoor storage of materials, including tires, is permitted.
3. The site shall not operate as a vehicle recovery, storage, or tow lot; wrecked or impounded vehicles shall not be stored on the site.
4. No inoperable vehicles shall be stored for more than seven (7) days on the site unless they are actively being repaired. Active repair shall mean that no seven (7) day period passes in which the condition of a vehicle remains unchanged and/or the vehicle has not moved. No more than five (5) vehicles for repair shall be stored on the site at any point.
5. All repair work shall occur within an enclosed building; work bays shall remain closed while repair work is ongoing.
6. Any portion of the site where vehicles are to be stored shall be screened with an opaque fence at least six feet in height; a continuous row of evergreen trees at least six feet in height shall be installed between the fence and Commerce Street; the plantings shall be subject to review and approval by the City Arborist prior to the issuance of a Certificate of Occupancy for the use of the property.

Conditions cont.

7. A parking area shall be installed in accordance with Article 19 of the Zoning Ordinance; any vehicles stored on the site for repair shall be located in paved, striped spaces.
8. The existing site entrance shall be improved, including paving and upgraded to a commercial-grade entrance from Commerce Street in accordance with City of Petersburg Department of Public Works specification prior to the issuance of a Certificate of Occupancy for the use of the property.
9. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
10. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.
11. If any portion of the site is located on the neighboring parcels at 1301 or 1309 Commerce Street (PIDs 024150023 and 024150024), those lots shall be consolidated into the subject property in accordance with the Subdivision Ordinance prior to the issuance of a Certificate of Occupancy for the use of the property.

Additional Considerations

- Use in line with current zoning and adjoining land uses, but not Future Land Use Map
- Manufacturing, distribution, freight, material storage uses allowed by-right in M-1 District
- Robust conditions proposed due to mix of uses in area

Recommendation

Planning Commission recommended approval of the special use permit in a 6 (aye) to 0 (nay) vote subject to the conditions as presented.

Questions for staff?

AN ORDINANCE TO APPROVE A PETITION FOR A SPECIAL USE PERMIT TO OPERATE A STAND-ALONE VEHICLE REPAIR SHOP AT 1311 COMMERCE STREET PARCEL IDENTIFICATION NUMBER 024150800 IN THE M-1, LIGHT INDUSTRIAL, ZONING DISTRICT

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district, including uses subject to the approval of a special use permit; and

WHEREAS, the City received a petition from Anthony Lewis, High Stepper Enterprises, LLC, on behalf of Paula Wynn Harris, owner of 1311 Commerce Street, Tax Parcel Number 024150800, located in the M-1, Light Industrial, District for a special use permit to operate a stand-alone vehicle repair shop pursuant to Article 23, Section 4 (23) of the Zoning; and

WHEREAS, the applicant seeks to operate from an existing structure on the site which formerly operated as a vehicle repair shop prior to losing its legal nonconforming use status; and

WHEREAS, the applicant intends to make improvements to the existing site, including paving existing and new parking areas and installing privacy fencing; and

WHEREAS, the Comprehensive Plan designates the property as Historic Core Neighborhood on the Future Land Use Map, but existing land uses surrounding the property on the north side of Commerce Street are largely industrial in character; and

WHEREAS, the Planning Commission have recommended a number of conditions as listed below to mitigate potential adverse impacts to surrounding properties and general welfare; and

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

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve a petition for a Special Use Permit to operate a stand-alone vehicle repair shop at 1311 Commerce Street subject to the following conditions:

1. Hours of operation shall be limited to between 7:00 a.m. and 8:00 p.m. on weekdays and 10:00 a.m. and 8:00 p.m. on weekends.
2. The property shall be kept and maintained in a clean, orderly manner and with the exception of vehicles on site for repair, no open, outdoor storage of materials, including tires, is permitted.
3. The site shall not operate as a vehicle recovery, storage, or tow lot; wrecked or impounded vehicles shall not be stored on the site.
4. No inoperable vehicles shall be stored for more than seven (7) days on the site unless they are actively being repaired. Active repair shall mean that no seven (7) day period passes in which the condition of a vehicle remains unchanged and/or the vehicle has not moved. No more than five (5) vehicles for repair shall be stored on the site at any point.
5. All repair work shall occur within an enclosed building; work bays shall remain closed while repair work is ongoing.
6. Any portion of the site where vehicles are to be stored shall be screened with an opaque fence at least six feet in height; a continuous row of evergreen trees at least six feet in height shall be installed between the fence and Commerce Street; the plantings shall be subject to review

and approval by the City Arborist prior to the issuance of a Certificate of Occupancy for the use of the property.

7. A parking area shall be installed in accordance with Article 19 of the Zoning Ordinance; any vehicles stored on the site for repair shall be located in paved, striped spaces.
8. The existing site entrance shall be improved, including paving and upgraded to a commercial-grade entrance from Commerce Street in accordance with City of Petersburg Department of Public Works specification prior to the issuance of a Certificate of Occupancy for the use of the property.
9. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
10. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.
11. If any portion of the site is located on the neighboring parcels at 1301 or 1309 Commerce Street (PIDs 024150023 and 024150024), those lots shall be consolidated into the subject property in accordance with the Subdivision Ordinance prior to the issuance of a Certificate of Occupancy for the use of the property.



City of Petersburg

Department of Planning and Community Development

PROCEDURES FOR PETITION FOR SPECIAL USE PERMITS

1. Applicant files petition with the Petersburg Department of Planning and Community Development, City Hall, 135 N Union Street, Petersburg, Virginia 23803.
2. **The Filing fee for Petitions for Special Use Permits is \$1,500.** A Check or Money Order *made payable to the City of Petersburg* is to accompany the application.
3. A Plat of the property must also accompany the petition.
4. The Department of Planning and Community Development Staff will refer the petition to the Planning Commission to hold a public hearing and consideration the petition. Department of Planning and Community Development staff shall advertise the public hearing twice during a fourteen-day period, and the Planning Commission will hold a public hearing, and make a recommendation to the City Council regarding the petition.
5. The City Council schedules then advertises a public hearing regarding the petition.
6. The City Council holds a public hearing then considers the petition with the Planning Commission recommendation and renders a final decision to approve or disapprove the petition.

PLEASE NOTE: The special use permit process may take up to three months.

PETITION FOR SPECIAL USE PERMIT

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

CASE NUMBER: _____

APPLICANT: Anthony Lewis - High Stepper Enterprises
ADDRESS: 3836 Doe Run Ct.
North Prince George, Va 23860

I, Anthony Lewis hereby petition for a special use permit for Petersburg Auto Center
at the following described properties:

A. DESCRIPTION OF PROPOSED USE: (INCLUDE ANY PROPOSED CONDITIONS)

Automotive Repair and fleet maintenance
for Petersburg City Vehicle and other consumers

B. PROPERTY INFORMATION

1. Tax Parcel Identification Number(s):

024-15-0800

2. Current Street Address(es) if assigned):

1311 Commerce Street, Petersburg, Va. 23860

3. Approximate Area:

1,200 sq. ft. 0.34 acres

4. Public Street Frontage:

200 ft.

5. A boundary plat of this property outlining the area to be use must be attached to this petition.

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

7. Brief:

Said deed restrictions will expire on: _____

D. CERTIFICATION:

The undersigned applicant certifies that they:

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

(b) possess a proprietary interest in (contract or option agreement)

the property(ies) identified within this PETITION FOR SPECIAL USE PERMIT, and that the foregoing information and statements herein provided, and all other information herewith submitted, are in all respects true and correct to the best of their knowledge and belief.

Signed:

Anthony Shurb

Mailing Address:

3836 Doe Run Ct.

North Prince George, Va. 23860

Phone Number:

864-887-0717

Email Address:

High Stepper Enterprise LLC @ gmail. Com

APPROVED

City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department):

Date of Planning Commission Public Hearing:

Planning Commission Action(s):

Date of City Council Hearing:

City Council Action(s):

C. JUSTIFICATION FOR SPECIAL USE PERMIT

1. The proposed use is in the interest of the public health, safety, morals and general welfare of the community because: (Provide a detailed statement of reasons why the proposed use should be granted).

Our goal is to provide an affordable auto care option for the citizens of Petersburg. We also strive to be an employer who is committed to rehabilitation and providing opportunities for formerly incarcerated individuals.

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

We will not be a nuisance to our community. Petersburg Auto Center will maintain professional practices such as waste removal and recycling to ensure we minimize our carbon footprint.

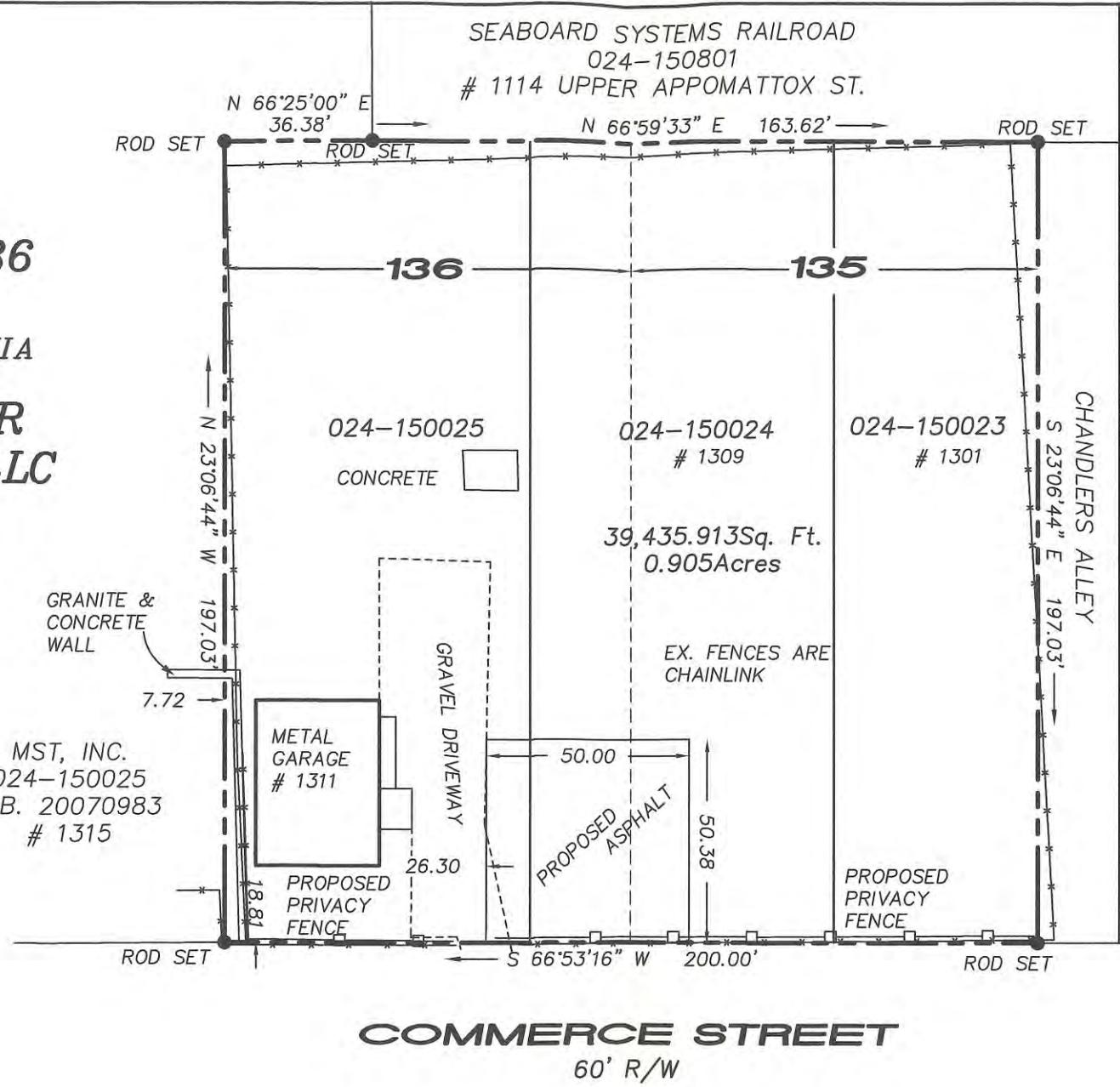
3. The proposed use will be advantageous to the City and benefit the welfare of the general public because: (Specify reasons to substantiate this statement).

We will provide affordable auto care option for the city's fleet vehicles and ensure a long lasting, mutually beneficial relationship.

4. Describe your experience with developing and maintaining the use in question (Provide references and/or examples).

We enter the market with a team that has experience in various industries such as retail and automotive repair.

**PLAT SHOWING
LOTS 135 & 136
WELLS PLAT
PETERSBURG, VIRGINIA
SURVEYED FOR
HIGH STEPPER
ENTERPRISE, LLC**



STATION WAREHOUSE, LLC.
024-150018
D.B. 201903256
1201

JOYNES ESTATE

TCO IV, LLC.
024-150021
D.B. 201700975
1243

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

THIS IS TO CERTIFY THAT ON 5/5/25 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON;

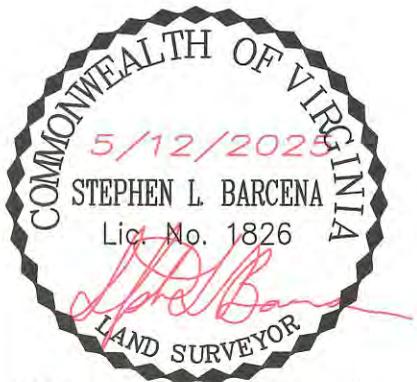
THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.

THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 51011210006D, DATED 12/15/2022.

0 40 80

**BASELINE
LAND SURVEYING**
526 GROVE AVENUE
PETERSBURG, VIRGINIA 23803
BLS23803@MSN.COM
PH.: 804.520.9180 / FX.: 804.722.9517

DATE: MAY 5, 2025	SCALE: 1" = 40'
DRAWN BY: SLB	
CHECKED BY:	CALC. CHK.: SLB
JOB NO.: 24439	F.B. 215/45



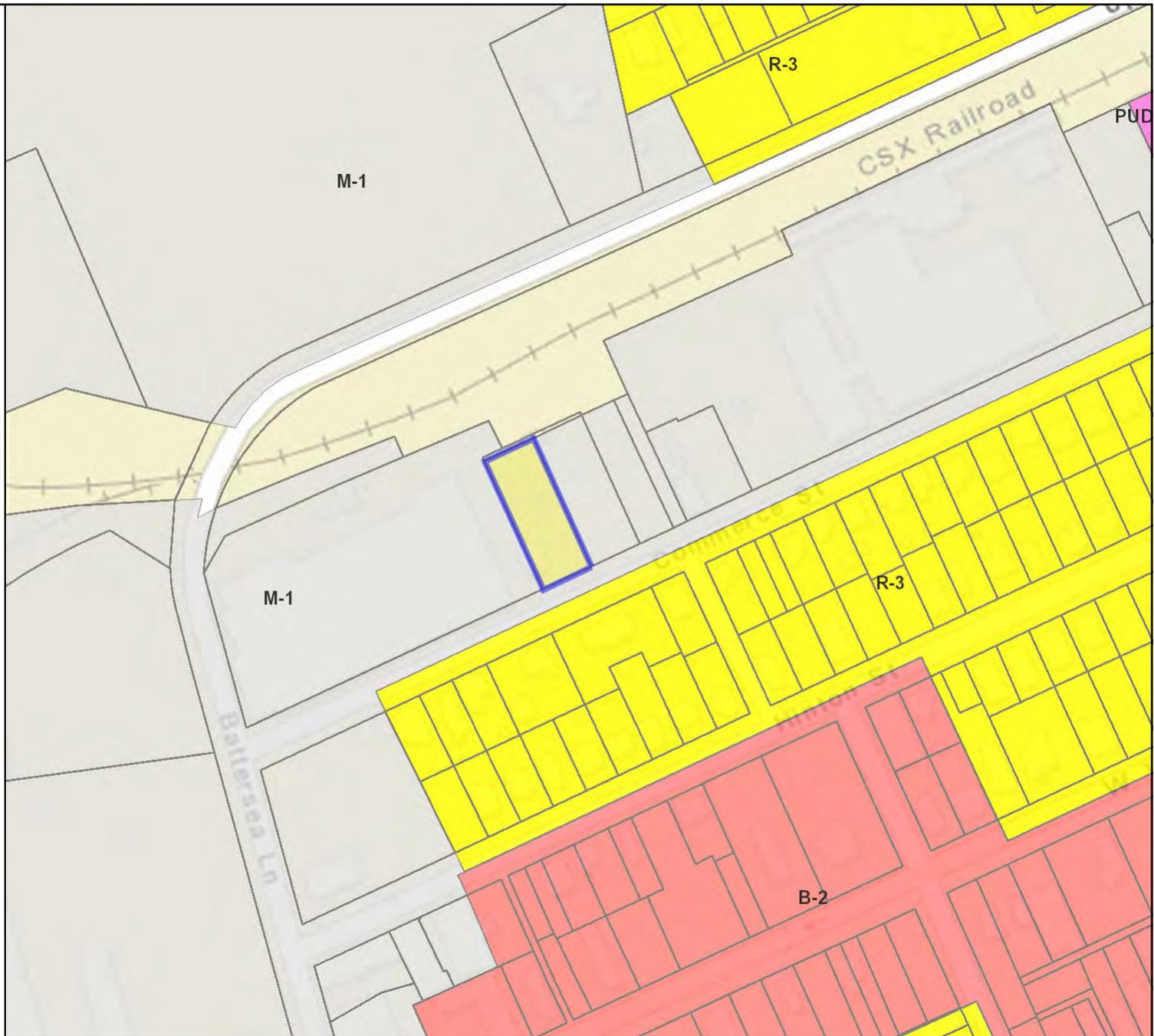
NOT VALID UNLESS SIGNED IN RED
PREVIOUS JOB NO.

REV.: 5/12/25

Petersbug, Virginia

Legend

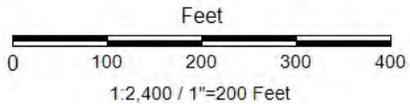
-  City Boundary
-  Parcels
- Zoning**
-  A
-  B-1
-  B-2
-  B-2 (C)
-  B-3
-  B-3 (C)
-  ERC
-  M-1
-  M-1 (C)
-  M-2
-  MXD1
-  MXD2
-  MXD3
-  PUD
-  R-1
-  R-1 (C)
-  R-1A
-  R-1A (C)
-  R-2
-  R-3
-  R-4
-  R-5
-  R-5 (C)
-  R-6
-  RB
-  RMH
-  RTH
-  RTH (C)



Title:

Date: 6/27/2025

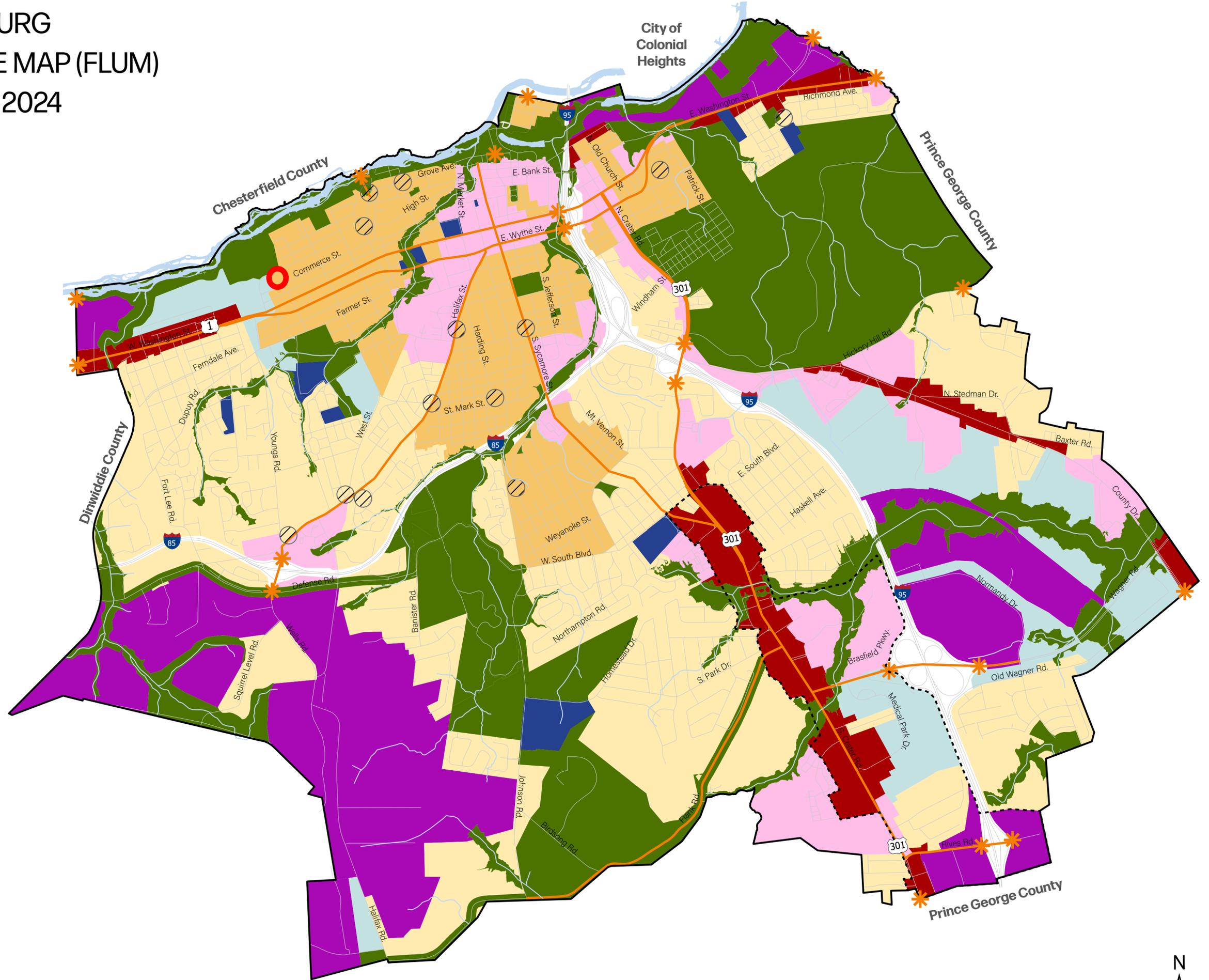
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersbug is not responsible for its accuracy or how current it may be.



CITY OF PETERSBURG FUTURE LAND USE MAP (FLUM) ADOPTED MAY 21, 2024

LEGEND

-  City Limits
-  Roads
-  Appomattox River
-  Waterways
-  South Crater Urban Development Area (UDA)
-  Historic Core Neighborhoods
-  Community Residential
-  Neighborhood Commercial
-  Community Mixed-Use
-  Corridor Commercial
-  Research and Development
-  General Industrial
-  Civic
-  Conservation and Recreation
-  Gateways
-  Corridors



ARTICLE 17. - "M-1" LIGHT INDUSTRIAL DISTRICT REGULATIONS

Section 1. - [Purpose.]

The regulations set forth in this article or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "M-1" Light Industrial District. This district is intended primarily for light manufacturing, fabricating, warehousing and wholesale distributing, in low buildings, with off-street loading, and off-street parking for employees, and with access by major streets or railroads, in either central or outlying locations.

Section 2. - Use regulations.

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

- (1) Any use permitted in the "B-2" General Commercial District, except dwellings, hospitals, institutions, or other buildings used for permanent or temporary housing of persons, except as described in (a) and (b) of this subsection, below:
 - (a) Dwellings for resident watchmen and caretakers employed on the premises;
 - (b) Accessory farm dwellings on a farm of ten (10) acres or more;
- (2) The following uses, and any similar uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences than the minimum amount normally resulting from other uses permitted; such permitted uses being generally wholesale and retail trade, service industries, light industries that manufacture, process, store and distribute goods and materials and are, in general, dependent on raw materials refined elsewhere, and manufacture, compounding, processing, packaging or treatment, as specified, of the following products or similar products:

Chemicals, petroleum, coal and allied products.

Cosmetics and toiletries;

Ice manufacture, including dry ice; Ink manufacture (mixing only);

Insecticides, fungicides, disinfectants, and related industrial and household chemical compounds;

Laboratories;

Perfumes and perfumed soap (compounding only);

Pharmaceutical products;

Soap, washing, cleaning, powder or soda (compounding only).

Clay, stone and glass products.

Clay, stone and glass products;

Concrete products (except central mixing and proportioning plant);

Pottery and porcelain products (electric or gas fired).

Food and beverages.

Bakery products, wholesale (manufacturing permitted);

Beverage blending, bottling (all types);

Candy, wholesale (manufacturing permitted);

Chewing gum;

Chocolate, cocoa and cocoa products;

Coffee, tea and spices processing and packaging;

Condensed and evaporated milk processing and canning;

Creamery and dairy operations;

Dairy products;

Fish, shrimp, oyster and other seafood processing, packing and storing, except fish curing;

Flour, feed and grain (packaging, blending and storage only);

Fruit and vegetable processing (including canning, preserving, drying and freezing);

Gelatin products;

Glucose and dextrine;

Grain blending and packaging, but not milling;

Ice cream, wholesale (manufacturing permitted);

Macaroni and noodle manufacture;

Malt products manufacture (except breweries);

Meat products, packing and processing (no slaughtering);

Oleomargarine (compounding and packaging only);

Metals and metal products.

Agriculture or farm implements;

Aircraft and aircraft parts;

Aluminum extrusion, rolling, fabrication and forming;

Automobile, truck trailer, motorcycle and bicycle assembly;

Boat manufacture (vessels less than five (5) tons);

Bolts, nuts, screws, washers and rivets;

Container (metal);

Culvert;

Firearms;
Foundry products manufacture (electrical only);
Heating, ventilating, cooking and refrigeration supplies and appliances;
Iron (ornamental) fabrication;
Machinery manufacture;
Nails, brads, tacks, spikes and staples;
Needle and pin;
Plating, electrolytic process;
Plumbing supplies;
Scale and fault;
Sheet metal products;
Silverware and plated ware;
Stove and range;
Tool, die, gauge and machine shops;
Tools and hardware products;
Vitreous enameled products.

Textiles, fibers and bedding.

Bedding (mattress, pillow and quilt);
Carpet, rug or mat;
Hat bodies of fur and wool felt (including men's hats) manufacture;
Hosiery mill;
Knitting, weaving, printing, finishing of textiles and fibers into fabric goods;
Rubber and synthetic treated fabrics (excluding all rubber and synthetic processing);
Yarn, threads and cordage.

Wood and paper products.

Basket and hamper (wood, reed, rattan, etc.);
Box and crate;
Cooperage works (except cooperage stock mill);
Furniture (wood, rattan, reed, etc.);
Pencils;
Planing and millwork;
Pulp goods, pressed or molded (including papier mache products);
Shipping container (corrugated board, fiber or wire bound);
Trailer, carriage and wagon;
Wood products.

Unclassified uses.

Animal pound;
Animal, poultry and bird raising, commercial;
Building materials (cement, lime (in bags or containers), sand, gravel, shell, lumber and the like) storage and sales;
Carbon paper and inked ribbons manufacture;
Cigar and cigarette manufacture;
Cleaning and dyeing of garments, hats and rugs;
Exposition building or center;
Fairgrounds;
Fur finishing;
Greenhouses, wholesale;
Industrial vocational training school, including internal combustion engines;
Kennels;
Laboratories, research experimental, including combustion-type motor testing;
Leather goods manufacture, but not including tanning operations;
Laundries;
Livery stables and riding academy;
Market, wholesale;
Motion picture production;
Ophthalmic goods;

Plastic fabrications;

Printing, publishing and engraving;

Produce and storage warehouse;

Railroad switching yard primarily for railroad service in the district;

Theater, including a drive-in or outdoor theater;

Tobacco products, processing, storage and treatment;

Truck or transfer terminal, freight;

Wholesale houses and distributors.

Property Address	Owner	Mailing Address	City, State, Zip
1322 Commerce St	Kim W Price	17 Palisade Point	Hampton, VA 23666
1312 Commerce St	Ortez J Conyers	1312 Commerce St	Petersburg, VA 23803
1309 Commerce St, 1311 Commerce St	Paula Wynn Harris	488 Montibello St	Petersburg, VA 23803
1315 Commerce St	MST Inc.	13340 Eppes Falls Rd	Chesterfield, VA 23838
1114 Upper Appomattox St	Seaboard System Railroad CSX - Tax Dept	500 Water St (J910)	Jacksonville, FL 32202



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Allowing Municipal Animal Pounds or Shelters in the A, Agricultural Zoning District and Removing a Requirement for an Approved Special Use Permit for Public and Government Buildings and Public Utilities and Services in the City**

PURPOSE: To consider an amendment to the Zoning Ordinance which would allow a municipal animal shelter in the Agricultural District and remove requirements for a special use permit for new government buildings and utilities and services in residential zoning districts.

REASON: The city's Zoning Ordinance currently requires the City to grant a special use permit for any new government buildings and, in some cases, new public utilities. Additionally, the ordinance currently limits all animal shelters to the M-1, Light Industrial Zoning District even if the facility is owned and operated by the City. On June 5, City Council directed staff to prepare a draft ordinance for consideration to address these items by removing the requirement for a special use permit for government facilities and utilities in residential districts and allowing municipally-owned animal shelters in the A, Agricultural District, which includes the proposed location for the city's new shelter

RECOMMENDATION: Planning Commission recommended approval in part

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

1. June 3, 2025- Planning staff presented to City Council on the matter based on upcoming plans for city facilities including the proposed animal shelter and courthouse. City Council directed staff to schedule a public hearing on a draft ordinance to be considered.
2. July 10, 2025 - Planning Commission recommended the ordinance be approved in part to allow municipal animal shelters in the Agricultural Zoning District but to keep the requirement in place for a special use permit for government buildings and certain utilities and services in a 6 (aye) to 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. 25-ZTA-06 Memo
2. 25-ZTA-06 Presentation
3. Ordinance 25-ZTA-06
4. Proposed Text as Recommended by Planning Commission
5. Originally Proposed Text Amendment
6. Code of Virginia 15.2-2232



City of Petersburg

Department of Planning and Community Development

135 N Union St, Room 304

Petersburg, VA 23803

(804) 733-2308

MEMORANDUM

DATE: September, 2025

TO: Mayor and City Council

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

RE: 2025-ZTA-06: Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of allowing municipal animal pounds or shelters in the A, Agricultural Zoning District and removing a requirement for an approved special use permit for public and government buildings and public utilities and services in the city.

EXECUTIVE SUMMARY:

The city's Zoning Ordinance currently requires the City to grant itself a special use permit for any new government buildings and, in some cases, new public utilities. Additionally, the ordinance currently limits all animal shelters to the M-1, Light Industrial Zoning District even if the facility is owned and operated by the City. On June 5, City Council directed staff to prepare a draft ordinance for consideration to address these items by removing the requirement for a special use permit for government facilities and utilities in residential districts and allowing municipally-owned animal shelters in the A, Agricultural District, which includes the proposed location for the city's new shelter.

CHRONOLOGY OF EVENTS:

1. June 3, 2025 – City Council directed Planning staff schedule a public hearing on a draft ordinance pertaining to the allowance of municipal animal pounds or shelters in the Agricultural Zoning District and to remove a requirement for a special use permit for public and government buildings in the city.
2. July 10, 2025 – Planning Commission recommended that the ordinance be approved in part to allow municipal animal shelters in the A, Agricultural District but to keep the requirement for special use permits for government buildings and utilities in residential zoning districts in a 6 (aye) and 0 (nay) vote.

BACKGROUND:

Municipal Animal Shelter/Pound

Due to limits on capacity at the existing municipal animal shelter, the City is in the process of designing and planning for a new municipal animal shelter at 1555 Flank Road, a 20-acre property located in the City's Agricultural Zoning District.

Currently, the Zoning Ordinance only lists animal pounds or shelters as a permitted use in the M-1, Light Industrial Zoning District. This limitation applies to privately-run facilities as well as those owned and operated by the City. In general, the M-1 District is intended primarily for light manufacturing, fabricating, warehousing and wholesale distributing. Animal shelters are not typically permitted throughout residential, mixed-use, or business districts due to concerns over objectionable impacts like noise, traffic, or smell considering the density of development in those areas.

The Agricultural district typically consists of larger parcels and lower density development. The raising of livestock and poultry is allowed in the Agricultural District and uses are generally distanced further from each other due to the higher lot size and setback minimums. For these reasons, an animal shelter, particularly one that is city-owned, could be appropriately located in the Agricultural District to avoid adverse impacts to any existing development in the area.

The existing municipal animal shelter is considered a non-conforming use since it is located in the R-1, Single Family Residence Zoning District directly adjacent to residential development.

Government Buildings and Utilities

Article 23 of the Zoning Ordinance currently requires a special use permit for the construction of any government or public buildings. Effectively, this requires the City to grant permits to itself for its own facilities. A special use permit is also required for any public utilities located in a residential zoning district. The provision of public utilities is essential for development of land in the city and the limit on utilities in residential areas is not practical.

The Code of Virginia Section 15.2-2232 requires that any new public infrastructure, buildings, or utilities are subject to review by the Planning Commission to determine if their location is in accord with the Comprehensive Plan unless those facilities are already identified in the plan. Examples of items that would come to the Planning Commission for review under this provision include the proposed animal shelter referenced above, the proposed courthouse, and proposals for substations to power data center developments. The review of these facilities is mandatory and the City also has the option to hold a public hearing on any proposal.

With the requirement for the review of public facilities for conformance with the Comprehensive Plan, the additional requirement for a special use permit can be viewed as redundant.

Proposed Changes

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

- Municipally-owned and operated animal shelters or pounds are added as a permitted use in the A, Agricultural Zoning District
- The requirement for a special use permit for government or public buildings and public utilities and services is removed.

Please note that these provisions most commonly apply to city facilities and utilities but also apply to State or Federal facilities and non-municipal electric, gas, and cable providers. Largely, these additional entities are still subject to reviews for substantial accord with the Comprehensive Plan, but in many cases pre-emption or imminent domain may limit the city's ability to deny their locations.

COMPREHENSIVE PLAN CONSIDERATIONS:

The PetersburgNEXT Comprehensive Plan includes several sections relevant to the proposed amendment. The plan includes information on the capacity of the existing animal shelter on Johnson Road with figures demonstrating the large workload and shortage of resources that have resulted in the need for the new public animal shelter. The plan also speaks to the condition of the existing courthouse facilities noting concerns over efficient operations as well as health and safety of staff and the public. The proposed amendment seeks to remove unnecessary or unessential hurdles for the City to develop these needed facilities.

Additionally, almost 17% of residents in the City listed utilities and infrastructure as their top concern for the City's future according to the plan. Removing the extra step needed for utility infrastructure in residential areas helps the city to more efficiently address infrastructure provision and improvements.

Finally, the plan includes information on the importance of Code of Virginia Section 15.2-2232 and how it allows the Planning Commission to review new public buildings, infrastructure, and utilities to ensure projects are in accord with the plan and the Future Land Use Map. As outlined above, this state code requirement builds in oversight of these projects and makes the special use permit process redundant.

RECOMMENDATION:

Planning Commission recommended approval of the text amendment with changes as follows:

- Municipally-owned animal shelters are added as a permitted use in the A, Agricultural District

- No change to the requirements for special use permits for government buildings in general or public utilities in residential zoning districts, meaning a special use permit would still be required for those facilities.

CITY COUNCIL
MEETING

SEPTEMBER,
2025

2025-ZTA-06:

Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of allowing municipal animal pounds or shelters in the A, Agricultural Zoning District and removing a requirement for an approved special use permit for public and government buildings and public utilities and services in the city.

Background

- Zoning ordinance currently requires a special use permit for government buildings and public utilities in certain areas
- Animal shelters currently only allowed in M-1, Light Industrial District
- City Council directed staff to draft a text amendment for consideration that would remove requirements for SUP for government buildings and utilities and allow a municipal animal shelter in the Agricultural District

SUP for Government Facilities and Public Utilities

- Special use permit required for public or government buildings; in most cases, the city is reviewing and approving its own projects with the potential to place conditions of approval
- Special use permit required for public utilities and services within residential districts; provision is atypical as utilities are generally going to be required all development, including residential Code of Virginia
- Code of Virginia 15.2-2232 requires that all public buildings, infrastructure, and utilities be reviewed by the Planning Commission for substantial accordancy with the Comprehensive Plan; projects like the courthouse, animal shelter, and substations for data centers are all subject to this review
- With current provisions, a single project could need three or more separate hearings through a multi-month process

Animal Shelters

- Currently, animal pounds or shelters are only allowed within the M-1, Light Industrial Zoning District
- City's existing facility is located in R-1 District and considered non-conforming; the facility is at capacity and a new municipal shelter is planned for 1555 Flank Road in the A, Agricultural District
- The Agricultural district typically consists of larger parcels and lower density development; raising of livestock and poultry is allowed in the Agricultural District and uses are generally distanced further from each other due to the higher lot size and setback minimums



Summary of Changes Considered

- Removing requirement for a special use permits for government or public buildings and public utilities and services is removed
- Adding municipally-owned and operated animal shelters or pounds as a permitted use in the A, Agricultural Zoning District

Comprehensive Plan Considerations

- Plan includes information on strained capacity and needed improvements to facilities such as the animal shelter or courthouse
- 17% of residents listed utilities and infrastructure as their top concern for the city's future
- Plan points to the importance of Code of Virginia Sec. 15.2-2232

Additional Considerations

- Code of Virginia 15.2-2232 provides for oversight and public input on public projects, including government buildings, infrastructure, and utilities
- Pre-emption and eminent domain often apply to state or federal buildings as well as utility provisions
- Allowance for animal shelter in Agricultural District would be specific to the city; privately owned and operated facilities would still be limited to M-1 District
- Goal is to assess whether current requirements for multiple reviews results in redundancy and unnecessary steps in approval processes for public projects

Recommendation

Planning Commission recommended approval of the text amendment with amendments* in a 6 (aye) to 0 (nay) vote.

Recommended amendments:

- Municipal animal shelter added as permitted use in the A, Agricultural District (with special use permit)
- Special Use Permits still to be required for government buildings and public utilities and services in residential districts to provide additional review and the opportunity to place conditions on projects

*Both original and amended draft of ordinance provided in packet

Questions for staff?

AN ORDINANCE TO AMEND AND READOPT ARTICLE 4-A.- “A” AGRICULTURAL DISTRICT REGULATIONS AS SET FORTH IN THE ZONING ORDINANCE FOR THE PURPOSE OF ALLOWING MUNICIPAL ANIMAL POUNDS OR SHELTERS IN THE A, AGRICULTURAL DISTRICT AND TO RETAIN PROVISIONS IN ARTICLE 23. - SUPPLEMENTARY USE REGULATIONS – SPECIAL USES AS SET FORTH IN THE ZONING ORDINANCE TO REQUIRE A SPECIAL USE PERMIT FOR GOVERNMENT BUILDINGS AND PUBLIC UTILITIES AND SERVICES IN THE CITY

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 4-A. – “A” Agricultural District Regulations which deals with permitted land uses in the Agricultural Zoning District and Article 23. Supplementary Use Regulations – Special Uses – which deals with land uses requiring a special use permit; and

WHEREAS, the City plans to construct a new municipal animal shelter at 1555 Flank Road, a 20-acre property located in the A, Agricultural District; and

WHEREAS, animal pounds or shelters are not currently a permitted use in the A, Agricultural District; and

WHEREAS, parcels within the A, Agricultural District are typically large with low density residential development and permitted uses include raising of livestock and a city-owned and operated animal shelter could be accommodated without adverse impacts to neighboring properties; and

WHEREAS, the Zoning Ordinance currently requires a special use permit for any government or public building as well as any utility or service use in a residential zoning district; and

WHEREAS, the Code of Virginia Section 15.2-2232 requires that all new public facilities, infrastructure, or utilities be reviewed by the Planning Commission for compliance with the City’s Comprehensive Plan unless those items are explicitly included in the Comprehensive Plan, and

WHEREAS, City Council directed the Planning Commission to consider and make a recommendation on an ordinance which would add municipally-owned animal shelters as a permitted use in the A, Agricultural District and remove the aforementioned special use permit requirements; and

WHEREAS, The Planning Commission recommended adding municipally-owned animal shelters as a permitted use in the A, Agricultural District and determined government and public buildings and public utilities and services in residential areas should still require special use permits which allow the Planning Commission to recommend conditions of approval for those facilities; and

WHEREAS, the PetersburgNEXT Comprehensive Plan notes demands on the city’s existing animal shelter as well as necessary improvements to other public buildings such as the courthouse and schools, and also references Code of Virginia Section 15.2-2232 as a mechanism for reviewing public facilities for accordance with the Comprehensive Plan; and

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

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve an ordinance to amend and readopt Article 4-A.- “A” Agricultural District Regulations as set forth in the Zoning Ordinance and retain provisions in Article 23. –Supplementary Use Regulations – Special Uses as set forth in the Zoning Ordinance as indicated in Exhibit A.

ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS

Section 2. Use regulations.

Any building to be erected or land to be used shall be for one or more of the following uses:

- (1) Single-family dwellings.
- (2) Accessory buildings for residential purposes, as defined, the rear yards only; however, garages or other accessory structures attached to the main building shall be considered part of the main building. No accessory building may be closer than five (5) feet to any party lot line. Accessory buildings and uses customarily incident to any use permitted by this section, such as servants quarters, greenhouses, and workshop; provided, that none shall be conducted for gain; provided, further, accessory buildings shall not exceed thirty (30) percent of the area of the rear yard; provided, still further, that any accessory building to be erected containing an area in excess of one thousand (1,000) square feet shall be referred to the city planning commission, which commission shall make its recommendations to the council. Prior to the recommendation thereof, the planning commission shall give notice and hold a public hearing on such use, after notice is require by article 28 of this ordinance. The council shall likewise hold a public hearing after proper notice, before making its determination as to whether the property can or cannot be used for such purposes.
- (3) Public and nonprofit organizations uses, such as game preserves, playgrounds and parks.
- (4) Community clubs and community-operated playgrounds, parks and nonprofit little theater operations, and similar recreational facilities, including golf courses.
- (5) Agriculture, including accessory buildings and uses incidental thereto.
- (6) The raising of cattle and/or poultry.
- (7) Commercial forestry operations in the nature of tree farms, not including sawmills.
- (8) Public utilities, and poles, lines, distribution transformers, pipes, meters and other facilities necessary for the provision of maintenance of public utilities, as provided in article 23.
- (9) The location and occupancy of a single mobile home; provided, that the following conditions are met:
 - (a) That the parcel which the mobile home is to occupy is located entirely within an area zoned as agricultural ("A");
 - (b) That a property owner residing on the premises in a permanent home wishes to place said mobile home on this property in order to maintain his or her immediate family or full-time agricultural employee. Immediate family shall be defined as lineal relatives of the applicant and his brothers or sisters;
 - (c) That the mobile home and its site satisfy all sanitary and structural requirements deemed applicable by the city building inspector and the state health department;
 - (d) That the mobile home has received a conditional use permit from the board of zoning appeals.
- (10) **Municipal animal pounds or shelters.**

ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS

Section 2. Use regulations.

Any building to be erected or land to be used shall be for one or more of the following uses:

- (1) Single-family dwellings.
- (2) Accessory buildings for residential purposes, as defined, the rear yards only; however, garages or other accessory structures attached to the main building shall be considered part of the main building. No accessory building may be closer than five (5) feet to any party lot line. Accessory buildings and uses customarily incident to any use permitted by this section, such as servants quarters, greenhouses, and workshop; provided, that none shall be conducted for gain; provided, further, accessory buildings shall not exceed thirty (30) percent of the area of the rear yard; provided, still further, that any accessory building to be erected containing an area in excess of one thousand (1,000) square feet shall be referred to the city planning commission, which commission shall make its recommendations to the council. Prior to the recommendation thereof, the planning commission shall give notice and hold a public hearing on such use, after notice is require by article 28 of this ordinance. The council shall likewise hold a public hearing after proper notice, before making its determination as to whether the property can or cannot be used for such purposes.
- (3) Public and nonprofit organizations uses, such as game preserves, playgrounds and parks.
- (4) Community clubs and community-operated playgrounds, parks and nonprofit little theater operations, and similar recreational facilities, including golf courses.
- (5) Agriculture, including accessory buildings and uses incidental thereto.
- (6) The raising of cattle and/or poultry.
- (7) Commercial forestry operations in the nature of tree farms, not including sawmills.
- (8) Public utilities, and poles, lines, distribution transformers, pipes, meters and other facilities necessary for the provision of maintenance of public utilities, as provided in article 23.
- (9) The location and occupancy of a single mobile home; provided, that the following conditions are met:
 - (a) That the parcel which the mobile home is to occupy is located entirely within an area zoned as agricultural ("A");
 - (b) That a property owner residing on the premises in a permanent home wishes to place said mobile home on this property in order to maintain his or her immediate family or full-time agricultural employee. Immediate family shall be defined as lineal relatives of the applicant and his brothers or sisters;
 - (c) That the mobile home and its site satisfy all sanitary and structural requirements deemed applicable by the city building inspector and the state health department;
 - (d) That the mobile home has received a conditional use permit from the board of zoning appeals.
- (10) **Municipal animal pounds or shelters.**

ARTICLE 23. SUPPLEMENTARY USE REGULATIONS—SPECIAL USES

Section 4. Special uses enumerated.

The following special uses may be approved by the council, as provided in this article:

- (1) Airports and landing fields;
- (2) Circus or carnival grounds, temporary for a specified period;
- (3) Drive-in theater;
- (4) Fairgrounds;
- (5) ~~Public utilities or public service uses, buildings, structures or appurtenances thereto, including limited off-street parking adjoining, or adjacent to, the property when located in a residence district; provided no business involving the repair, servicing or sale, or display of vehicles shall be conducted on such parking area; and no structures, including signs, will be erected on the parking area; and no charge will be made for parking within the premises; and the parking will be set back from the street in keeping with the existing front and side yard regulations of the residence district;~~
- ~~(6)~~ Public or government buildings;
- ~~(7 5)~~ Hospitals or sanitariums;
- ~~(8 6)~~ Cemetery;
- ~~(9 7)~~ Sports arena or stadium;
- ~~(10 8)~~ Race track;
- ~~(11 9)~~ Radio or television tower or broadcasting station;
- ~~(12 10)~~ Child care centers in residential district.
- ~~(13 11)~~ Bed and breakfast inn in R-3, R-4, R-5, and RB districts meeting the following requirements:
 - (a) Permitted capacity of two (2) persons per sleeping room, not to exceed a maximum of twenty (20) persons per structure;
 - (b) One-half (½) off-street parking space per sleeping room;
 - (c) Resident-manager on premises;
 - (d) Permitted sign area not to exceed two (2) square feet;
 - (e) Other requirements as deemed necessary to provide for the protection of surrounding property, persons, and neighborhood values.
- ~~(14 12)~~ Operations involving shredding, cutting or otherwise processing of used or discarded tires, or operations involving the storage, distribution, or sale of used tires or discarded tires if more than two hundred (200) such tires are located on site, even if such operation is ancillary to the main use of the site. Notwithstanding any other regulations within this article, these uses may only be permitted in M-1 and M-2 zoning districts.
- ~~(15 13)~~ Nightclub in B-2 and M-1 zoning district only- and subject to the following conditions in addition to any others necessary to safeguard impacts to public health, safety, morals, and general welfare:
 - a. A nightclub shall not serve alcoholic beverages to customers between the hours of 2:00 a.m. and 6:00 a.m.;

EXHIBIT B

- b. A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar;
 - c. No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided;
 - d. The establishment shall maintain a current, active business license at all times while in operation;
 - e. The establishment shall remain current on all food beverages taxes and business personal property taxes which may become due while it is in operation;
 - f. An application for a nightclub use shall include a management program with required elements as follows:
 - 1. Staffing levels;
 - 2. Floor plan showing the general arrangement and seating capacity of tables and bar facilities, dance floor, and standing room areas and capacity; this floor plan shall be posted on the premises in a prominent location viewable by patrons;
 - 3. Total occupant load; the total occupant load shall not exceed what is permitted in the Virginia Statewide Building and Fire Prevention Codes as amended.
 - g. An application for a nightclub use shall include a security plan with provisions for the following:
 - 1. The employment of licensed security personnel trained in crowd control, conflict resolution, and emergency response; Security personnel shall be tasked with ensuring occupancy does not exceed what is permitted;
 - 2. Procedures, features, arrangements, and staffing levels for security and crowd management during and immediately following hours of operation.
 - h. The establishment shall implement soundproofing measures to minimize noise within the establishment and in the surrounding area, to prevent disturbances audible beyond the property line with the doors closed;
 - i. A special use permit granted for a nightclub use shall be subject to review two (2) years after approval for compliance with the conditions of approval.
- ~~(16)~~ **14** Boarding, rooming, or lodging houses such to be permitted only in R-5 and B-2 zoning districts.
 - ~~(17)~~ **15** Convalescent and nursing homes such to be permitted only in R-5 and B-2 zoning districts.
 - ~~(18)~~ **16** Adult book store, adult entertainment establishment, adult motion picture theater and adult video store such to be permitted only in the B-2 zoning district.
 - ~~(19)~~ **17** Vehicle rebuilder, such to be allowed only in the M-1 and M-2 zoning districts.
 - ~~(20)~~ **18** Vehicle removal operator, vehicle storage lot, or vehicle tow lot, such to be permitted within the M-1 and M-2 zoning districts only.
 - ~~(21)~~ **19** Auto body shop and vehicle painting operations not accessory to a new-vehicle dealership such to be permitted only in the B-2, M-1, and M-2 zoning districts only.
 - ~~(22)~~ **20** Stand-alone used vehicle sales not associated with a new-vehicle dealership or not located upon the same parcel as such new-vehicle dealership, if located upon parcels of less than one acre in area, such to be permitted within the B-2 and M-1 zoning districts only.

EXHIBIT B

- (~~23~~ 21) Stand-alone vehicle repair, to include general automobile repair shops, truck repair shops, transmission repair shops, engine repair shops, car washes or car washing and detailing operations, and similar facilities, such to be permitted within the B-2 and M-1 zoning districts only.
- (24 22) Small engine repair shop to be allowed within the B-2 and M-1 zoning districts only.
- (25 23) Tractor-trailer service station, to be allowed within the B-2, M-1, and M-2 zoning districts only.
- (26 24) Automobile service stations, to be permitted within the B-2, M-1, and M-2 zoning districts only.
- (27 25) Boat, semi-trailer truck, or recreational vehicle dealerships, to be allowed in the B-2 and M-1 zoning districts only.
- (~~28~~ 26) Contractor storage yards such to be permitted within the M-1 and M-2 zoning districts only.
- (29 27) Mulching or composting facilities or yards such to be permitted within the M-1 and M-2 zoning districts only.
- (~~30~~ 28) Mini-storage facilities or self-storage facilities such uses permitted within the B-2, M-1, and M-2 zoning districts only.
- (31 29) Homeless shelter.
- (32 30) Private Jails, halfway houses, or private prisons, whether for-profit or non-profit, such to be permitted within the B-2 zoning district only.
- (~~33~~ 31) Hotels and motels providing fewer than forty-five (45) guest rooms, such to be permitted within the B-1, B-2, B-3, and MXD-2 Districts only.
- (34 32) Mobile home sales or the sales, storage, or display of modular housing units or mobile homes, such to be permitted within the M-1 District only.
- (~~35~~ 33) Height waiver for commercial uses including, but not limited to, hotels, offices, and other retail or commercial uses that have been determined by city council to promote and further the city's long-term economic needs and which have been determined by city council to be consistent with the city's strategic plan and goals.
- (~~36~~ 34) Professional and Business Offices in the R-3 (Two-Family Residence) District, with the following conditions:
 - a. Operating hours limited to 7:30 a.m. to 7:00 p.m. Monday-Saturday;
 - b. No exterior alterations to the residence;
 - c. Not transferable;
 - d. If in a historic district; signage requires approval from ARB, all signage limited to an aggregate fifteen (15) square feet;
 - e. No more than two (2) employees;
 - f. 4,500 square foot minimum size of the main structure with the use limited to the first floor of the residence, and the business and professional use not to exceed fifteen hundred (1,500) square feet of the first floor area;
 - g. Three (3) off-street parking spaces provided on site.
- (~~37~~ 35) Multiple dwellings as authorized in and controlled by the "R-5" Multiple Dwelling, such special use permits to be allowed only in the B-2 and B-3 districts.
- (~~38~~ 36) Recreational Substances Retail (both off-site and on-site use) located at least 1,000 linear feet from the property line of any child day care center or public, private, or parochial school, such to be permitted within the M-1 District only.

EXHIBIT B

- (~~39~~ 37) Small box discount stores, such to be permitted within the B-1, B-2, B-3, M-1, MXD-1, and MXD-2 Districts only, , with the following conditions in addition to any others necessary to safeguard impacts to public health, safety, morals, and general welfare:
- a. A new small box discount store shall be located at two (2) miles from any existing small box discount store;
 - b. A minimum of ten (10) percent of floor space shall be dedicated to the sale of fresh foods as defined by the United States Food and Drug Administration
- (~~40~~ 38) Short-term loan establishments, such to be permitted within the B-2 and M-1 Districts only, with the following conditions in addition to any others necessary to safeguard impacts to public health, safety, morals, and general welfare:
- a. The short-term loan establishment shall be located at least two thousand (2000) feet from any parcel occupied by an adult entertainment establishment;
 - b. The short-term loan establishment shall be located at least two thousand (2000) feet from any residential zoning district or existing residential use;
 - c. The short-term loan establishment shall be located at least-two thousand (2000) feet from any parcel occupied by a religious assembly or institution; a school or child-care center serving students in grades K-12; a public park, public playground, or public recreation and community building; or a public library;
 - d. The short-term loan establishment shall be located at least two thousand (2000) feet from another short-term loan establishment
- (~~41~~ 39) Data centers which cannot meet the standards of Article 17 Section 2.3 or Article 18 Section 2.6, such to be permitted within the M-1 and M-2 Districts only.
- (~~42~~ 40) Short-term rental where a dwelling unit is not legally occupied by the property owner as their primary residence except those exempted by Article 39, such to be permitted in the R-3, R-4, R-5, R-6, RB, MXD-1 and MXD-2, B-2, and B-3 Districts only.

EXHIBIT B

§ 15.2-2232. Legal status of plan

A. Whenever a local planning commission recommends a comprehensive plan or part thereof for the locality and such plan has been approved and adopted by the governing body, it shall control the general or approximate location, character and extent of each feature shown on the plan. Thereafter, unless a feature is already shown on the adopted master plan or part thereof or is deemed so under subsection D, no street or connection to an existing street, park or other public area, public building or public structure, public utility facility or public service corporation facility other than a railroad facility or an underground natural gas or underground electric distribution facility of a public utility as defined in subdivision (b) of § 56-265.1 within its certificated service territory, whether publicly or privately owned, shall be constructed, established or authorized, unless and until the general location or approximate location, character, and extent thereof has been submitted to and approved by the commission as being substantially in accord with the adopted comprehensive plan or part thereof. In connection with any such determination, the commission may, and at the direction of the governing body shall, hold a public hearing, after notice as required by § 15.2-2204. Following the adoption of the Statewide Transportation Plan by the Commonwealth Transportation Board pursuant to § 33.2-353 and written notification to the affected local governments, each local government through which one or more of the designated corridors of statewide significance traverses, shall, at a minimum, note such corridor or corridors on the transportation plan map included in its comprehensive plan for information purposes at the next regular update of the transportation plan map. Prior to the next regular update of the transportation plan map, the local government shall acknowledge the existence of corridors of statewide significance within its boundaries.

B. The commission shall communicate its findings to the governing body, indicating its approval or disapproval with written reasons therefor. The governing body may overrule the action of the commission by a vote of a majority of its membership. Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval. The owner or owners or their agents may appeal the decision of the commission to the governing body within 10 days after the decision of the commission. The appeal shall be by written petition to the governing body setting forth the reasons for the appeal. The appeal shall be heard and determined within 60 days from its filing. A majority vote of the governing body shall overrule the commission.

C. Widening, narrowing, extension, enlargement, vacation or change of use of streets or public areas shall likewise be submitted for approval, but paving, repair, reconstruction, improvement, drainage or similar work and normal service extensions of public utilities or public service corporations shall not require approval unless such work involves a change in location or extent of a street or public area.

D. Any public area, facility, park or use as set forth in subsection A which is identified within, but not the entire subject of, a submission under either § 15.2-2258 for subdivision or subdivision A 8 of § 15.2-2286 for development or both may be deemed a feature already shown on the adopted

master plan, and, therefore, excepted from the requirement for submittal to and approval by the commission or the governing body, provided that the governing body has by ordinance or resolution defined standards governing the construction, establishment or authorization of such public area, facility, park or use or has approved it through acceptance of a proffer made pursuant to § 15.2-2303.

E. Approval and funding of a public telecommunications facility on or before July 1, 2012, by the Virginia Public Broadcasting Board pursuant to Article 12 (§ 2.2-2426 et seq.) of Chapter 24 of Title 2.2 or after July 1, 2012, by the Board of Education pursuant to § 22.1-20.1 shall be deemed to satisfy the requirements of this section and local zoning ordinances with respect to such facility with the exception of television and radio towers and structures not necessary to house electronic apparatus. The exemption provided for in this subsection shall not apply to facilities existing or approved by the Virginia Public Telecommunications Board prior to July 1, 1990. The Board of Education shall notify the governing body of the locality in advance of any meeting where approval of any such facility shall be acted upon.

F. On any application for a telecommunications facility, the commission's decision shall comply with the requirements of the Federal Telecommunications Act of 1996. Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within 90 days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than 60 additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission.

G. A proposed telecommunications tower or a facility constructed by an entity organized pursuant to Chapter 9.1 (§ 56-231.15 et seq.) of Title 56 shall be deemed to be substantially in accord with the comprehensive plan and commission approval shall not be required if the proposed telecommunications tower or facility is located in a zoning district that allows such telecommunications towers or facilities by right.

H. A solar facility subject to subsection A shall be deemed to be substantially in accord with the comprehensive plan if (i) such proposed solar facility is located in a zoning district that allows such solar facilities by right; (ii) such proposed solar facility is designed to serve the electricity or thermal needs of the property upon which such facility is located, or will be owned or operated by an eligible customer-generator or eligible agricultural customer-generator under § 56-594 or 56-594.01 or by a small agricultural generator under § 56-594.2; or (iii) the locality waives the requirement that solar facilities be reviewed for substantial accord with the comprehensive plan. All other solar facilities shall be reviewed for substantial accord with the comprehensive plan in accordance with this section. However, a locality may allow for a substantial accord review for such solar facilities to be advertised and approved concurrently in a public hearing process with a rezoning, special exception, or other approval process.

Code 1950, §§ 15-909, 15-923, 15-964.10; 1958, c. 389; 1960, c. 567; 1962, c. 407, § 15.1-456; 1964, c. 528; 1966, c. 596; 1968, c. 290; 1975, c. 641; 1976, c. 291; 1978, c. 584; 1982, c. 39; 1987, c. 312; 1989, c. 532; 1990, c. 633; 1997, cc. 587, 858; 1998, c. 683; 2007, c. 801; 2009, cc. 670, 690; 2012, cc. 803, 835; 2016, c. 613; 2018, cc. 175, 318; 2020, c. 665; 2022, c. 181.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Incorporating Additional Landscaping Requirements for New Land Development and Off-Street Parking Areas**

PURPOSE: To adopt additional standards for landscaping for new land development in the city

REASON: As part of a larger effort to promote public health and increase the sustainability, the city is considering an amendment to the Zoning Ordinance to introduce additional requirements for tree preservation and plantings for private development.

RECOMMENDATION: Approval as drafted

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

1. 2024-2025 - City staff have worked with the Green Infrastructure Center to draft a Strategic Tree Canopy Plan, and ordinance for trees in public, and an ordinance for trees on private development.
2. June 2, 2025- City Arborist was hired to assist with implementation of the Strategic Tree Canopy Plan and the proposed landscaping provisions within City Code.
3. June 5, 2025 - Planning staff presented an overview of the proposed Zoning Ordinance amendment pertaining to landscaping; Planning Commission directed staff to bring the proposed amendment for a public hearing at the July 10 regular meeting.
4. June 17, 2025 - City Council adopted the Strategic Tree Canopy Plan for the City.
5. July 10, 2025 - July 10, 2025 – Planning Commission recommended 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. 25-ZTA-07 Memo
2. 25-ZTA-07 Memo
3. Ordinance 25-ZTA-07
4. Draft Text Amendment



City of Petersburg

Department of Planning and Community Development

135 N Union St, Room 304

Petersburg, VA 23803

(804) 733-2308

MEMORANDUM

DATE: September 2025

TO: Mayor and City Council

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

RE: 2025-ZTA-07: Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of incorporating additional landscaping requirements for new land development and off-street parking areas.

EXECUTIVE SUMMARY:

The city's Zoning Ordinance currently has limited requirements pertaining to landscaping or tree preservation. As part of a larger effort to promote public health and increase the sustainability, the city is considering an amendment to the Zoning Ordinance to introduce additional requirements for tree preservation and plantings for private development. The proposed amendment to the Zoning Ordinance will include minimum standards for preserving tree canopies during land development processes as well as new requirements for landscaping within parking areas

CHRONOLOGY OF EVENTS:

1. 2024-2025 – City staff have worked with the Green Infrastructure Center to draft a Strategic Tree Canopy Plan, and ordinance for trees in public, and an ordinance for trees on private development
2. June 2, 2025 – City Arborist was hired to assist with implementation of the Strategic Tree Canopy Plan and the proposed landscaping provisions within City Code
3. June 5, 2025 – Planning staff presented an overview of the proposed Zoning Ordinance amendment pertaining to landscaping; Planning Commission directed staff to bring the proposed amendment for a public hearing at the July 10 regular meeting.
4. June 17, 2025 – City Council adopted the Strategic Tree Canopy Plan for the City

5. July 10, 2025 – Planning Commission recommended approval of the proposed amendment as drafted in a 6 (aye) and 0 (nay) vote.

BACKGROUND:

Over the last year, City Planning staff, with the assistance of the Green Infrastructure Center, have been working on a number of efforts for preserving trees as well as requiring greenspace and landscaping throughout the city. These efforts include a city-wide Strategic Tree Canopy plan, which was adopted by City Council on June 17, 2025 and an amendment to City Code pertaining to planting and maintaining trees in the public right-of-way which will be considered by City Council in the coming months. Additionally, an amendment to the Zoning Ordinance is proposed which would pertain to preservation and planting of trees for private development; the amendment to the Zoning Ordinance is the subject of this report and public hearing.

The proposed amendment includes standards for preserving and planting trees during land development as well as requirements and standards for plantings in off-street parking areas.

Landscaping Standards for Parking Areas

The proposed text amendment will add the following provisions to Article 19, Off-Street Parking Regulations:

- Minimum 180-square-foot tree islands will be required for every 8 parking spaces within a lot and at the end of parking aisles. Trees planted in the island are required to provide at least 50 percent canopy coverage of the island upon maturity.
- When lots have multiple parking aisles, landscape medians planted with trees or shrubs will be required between the rows. Medians must be 8-feet-wide and 3-feet deep and must be planted with either shrubs or trees.
- Parking lot perimeter landscaping will be required to screen parking areas from streets and pedestrian thoroughfares as well as to provide separation between individual parking lots. The width of the perimeter landscaping may vary if the developer chooses to also use fencing for screening.

All plantings installed in tree islands, landscape medians, and perimeter landscaping must come from the City's list of approved species.

Landscaping Requirements During Site Development

The proposed text amendment will add the following provisions to Article 38, Site Plan Review:

- Any development or subdivision subject to a site plan will be required to retain or install trees on their site to meet a minimum canopy coverage requirement. The minimum coverage required will vary depending on the type of development with commercial and industrial development requiring a minimum of 10 percent coverage and residential

projects ranging between 10 and 20 percent depending on the density of the development.

- Diversity of tree species will be required in residential subdivisions to avoid loss of trees due to pests or disease.
- Incentives for retaining trees beyond what the ordinance requires may be granted with the approval of the Planning Director. The incentives include a reduction of up to five required parking spaces for trees preserved and a reduction of setbacks by up to five feet for the preservation of heritage trees on a site.

COMPREHENSIVE PLAN CONSIDERATIONS:

The PetersburgNEXT Comprehensive Plan includes several sections relevant to the proposed amendment. According to the plan, the natural environment is one of the city's most valued assets and "the preservation of vegetated natural areas helps reduce pollution, provides relief from heat islands, and naturally captures carbon." The plans states adopting Zoning Ordinance regulations that limit adverse development impacts on the natural environment is one of a number of policies that will benefit public health outcomes for residents.

One of the major objectives outlined in the plan is to "improve the environmental resilience and sustainability efforts to protect residents and property owners from the long-term effects of climate change." Strategies under this objective include reducing heat island effects in the city by installing trees where they don't exist, preserving mature tree canopies where they do exist, and requiring native plantings throughout the city. The proposed amendment supports puts these strategies into effect by introducing new tree preservation and installation requirements.

CITY COUNCIL
MEETING

SEPTEMBER,
2025

2025-ZTA-07:

Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of incorporating additional landscaping requirements for new land development and off-street parking areas

Background

- Petersburg has been working with the Green Infrastructure Center for the last ~ year on multiple efforts to encourage tree preservation and planting throughout the city to promote health and wellness goals
- Efforts include the Strategic Tree Canopy Plan (adopted in June) ordinance amendments introducing standards for trees in public areas and on private developments
- Ordinance on public trees to be considered by City Council separately; Planning Commission considered and recommended approval of amendment to Zoning Ordinance for trees on private property

Proposed Changes - Off Street Parking

- Minimum tree cover established for parking lots; applies to new development and redevelopment as well as rezonings and special use permits.
- Landscape Islands
 - Require 1 tree island for every eight or fewer parking spaces or allows a median running the length of parking spaces as an alternative.
 - Islands need to be 180 SF and neighbored by parking spaces with pervious pavers; tree canopy to provide 50% coverage.
 - Must use trees designed for parking lots as identified in the City's tree list.

Proposed Changes - Off Street Parking

- Landscape Medians
 - For parking lots with more than one parking aisle.
 - Minimum width of 8', minimum depth of 3'
 - Requires the inclusion of shrubs and trees
 - Must use the approved tree list
- Parking Lot Perimeter strips
 - Provide screening of parking lots
 - Required between parking areas and public or private thoroughfares
 - Can be provided through mix of plantings and fencing; minimum widths will vary based on design

Proposed Changes – Site Development and Plan Review

- Minimum Canopy Coverage Established
 - Minimum 10 percent for commercial and industrial districts, and residential with 20 or more units per acre.
 - Fifteen percent for residential with more than 10, but less than 20 units per acre.
 - Twenty percent for residential with less than 10 units per acre
- Requires Tree diversity to avoid disease
- Provides incentives to plant trees exceeding minimum required; developers may request reductions to minimum parking spaces (up to five spaces) and setback reductions (up to 5')

Comprehensive Plan Considerations

- Natural environment is one of the city's most valued assets- “the preservation of vegetated natural areas helps reduce pollution, provides relief from heat islands, and naturally captures carbon”
- “Adopting Zoning Ordinance regulations that limit adverse development impacts on the natural environment will benefit public health outcomes for residents”.
- Objective 8.5 to “improve the environmental resilience and sustainability efforts to protect residents and property owners from the long-term effects of climate change”, strategies include:
 - Reduce heat island by installing native trees throughout the City, especially in hot areas.
 - Require native plantings throughout the city
 - Preservation of mature canopy

Additional Considerations

- Proposed new regulations for street trees will be regulated outside of Zoning Ordinance; administration and enforcement will be combined effort by Planning, City Arborist, and Department of Public Works
- Ordinance drafted by Green Infrastructure Center in coordination with Planning staff and City Arborist; incorporates best practices and reflects goals of recently adopted Strategic Tree Canopy Plan
- Proposed amendments are one piece of ongoing efforts to address root causes of poor health and adopt policies that will benefit residents and visitors alike

Recommendation

Planning Commission recommended approval of the text amendment as drafted in a 6 (aye) to 0 (nay) vote.

Questions for staff?

AN ORDINANCE TO AMEND AND READOPT ARTICLE 19. – OFF-STREET PARKING REGULATIONS AND ARTICLE 38. – SITE PLAN REVIEW AS SET FORTH IN THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, FOR THE PURPOSE OF INCORPORATING ADDITIONAL LANDSCAPING REQUIREMENTS FOR LAND DEVELOPMENT AND OFF-STREET PARKING AREAS

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 19. – Off-Street Parking Regulations which deals with minimum design standards for off-street parking areas in the city and Article 38. – Site Plan Review which deals with the review process for land development in the city; and

WHEREAS, the Zoning Ordinance currently has extremely limited requirements for landscaping and greenspace on sites developed in the city, including parking areas; and

WHEREAS, urban trees are a vital component of public health, environmental sustainability, economic vitality, and community well-being; and

WHEREAS, a lack of trees throughout the city contributes to adverse conditions such as heat islands and an overall lower quality of public health; and

WHEREAS, the proposed amendment would introduce minimum standards for landscaping in parking areas including landscaping medians and perimeter plantings as well as minimum standards for maintaining tree canopy coverage on sites when they are developed for residential, commercial, or industrial purposes; and

WHEREAS, the PetersburgNEXT Comprehensive Plan states the city should increase its environmental resilience and sustainability efforts to protect residents and property owners by taking steps to reduce heat islands, encouraging preservation of mature tree canopies, and installing native trees throughout the city; and

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

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve an ordinance amending and readopting Article 19. – Off-street Parking Regulations and Article 38 – Site Plan Review as set forth in the Zoning Ordinance as indicated in Exhibit A.

ARTICLE 19. OFF-STREET PARKING REGULATIONS

Section 10. – Trees in parking lots.

This section requires a minimum tree cover in parking lots and applies to all new development and redevelopment projects. Parking lots without existing canopy must install tree islands and medians as part of installation of new parking lots. Nothing in this section supersedes requirements in Article 19 of the City’s Code. Trees prolong parking lot surfaces as shaded asphalt lasts longer and shaded lots are more attractive to shoppers, businesses and residents.

(a) Tree islands.

Tree islands allow for canopy trees to grow in parking areas for the purpose of providing shade, reducing heat islands, and promoting plant diversity. It is the intent of these standards that upon maturity, trees planted in tree islands provide a minimum canopy coverage of fifty (50)%. These standards apply to all new development as well as redevelopment of existing paved lots or in the case of zoning changes or special use permits.

Applicability

Tree islands are required in all off-street parking areas. This section does not apply to street trees or trees in public rights-of-way.

Requirements

- a) One tree island is required for every eight (8) or fewer parking spaces. Tree islands are required at the end of every parking aisle to separate the last space from adjacent travel lanes. In an effort to save and protect existing trees and provide context-based flexibility in the design of the site, both the location of tree islands and ratio of parking spaces to tree islands may be modified so long as no more than twelve (12) spaces are located in a continuous row without being interrupted by a tree island between spaces; or perpendicular to such spaces. and the site continues to average one (1) tree island per eight (8) parking spaces.
- b) A median running the length of the entire row of parking spaces may be substituted for a tree island(s). A continuous median of trees tends to be more successful in supporting robust tree growth.
- c) Minimum island size is 180 square feet and any groundcover plantings shall be set back 6 feet from the trunk of each tree, unless used for bioretention.
- d) Tree islands are encouraged to be designed as rain gardens or vegetated bioswales. Such features may be combined as a component of a stormwater management plan and shall be appropriately planted using trees, shrubs, and herbaceous plant materials.
- e) Only trees approved for parking lot islands from the City Tree List may be planted in parking lots.

(b) Landscape medians.

Landscape medians separate parking aisles on the interior portion of parking lots. Landscape medians are required for all parking lots that have more than one parking aisle.

Requirements

- a) Minimum size is at least eight (8) feet wide and at least three (3) feet deep.
- b) Shrubs and/or trees shall be installed in the median to provide for semi-continuous planting along the median. Shrubs shall be at least one (1) foot in height at installation and reasonably projected to grow at least two feet in height within three years.
- c) In off-street surface parking areas with one hundred and twenty (120) or more spaces, an alternative configuration of landscape medians allows for an eleven (11) foot wide landscape median with a minimum five (5) foot wide pedestrian walkway running the length of the median to be used between

every other parking aisle in lieu of the required eight (8)-foot-wide median per every parking aisle.

Walkways added must connect to access to commercial areas, building entrances or other access points .

- d) Landscape medians shall be protected from vehicle damage by the installation of curbing, wheel stops, or other comparable methods.
- e) Landscape medians are encouraged to be designed as linear rain gardens or vegetated bioswales. Such features may be combined as a component of a greater stormwater management plan and shall be appropriately planted using native trees, shrubs, groundcover, grasses and other materials.
- f) Only trees approved for parking lot islands from the City Tree List may be planted in parking lots.

(c)Parking lot perimeter landscaping strips.

Parking lot perimeter strips serve the purpose of screening parking lots from thoroughfares and maintaining pedestrian vitality along commercial and mixed-use corridors designed for pedestrian traffic.

Parking lot perimeter landscape strips are required between all off-street parking areas and public or private thoroughfares. Parking lot perimeter landscape strips are also required to buffer adjoining parking lots where no cross access is provided.

Parking lot perimeter landscape strips are required between parking lots and pedestrian friendly internal thoroughfares and frontage roads within residential, mixed-use, planned, and commercial districts.

Requirements

Width and Length

- a) With only landscaping – ten (10) feet
- b) With fences or wall – five (5) feet
- c) Length shall be a minimum of eight (8) feet

Planting and screening requirements

- d) Where no fences or walls are used, evergreen shrubs shall be used to form the continuous visual screen in the perimeter landscaping strip. Shrubs shall be maintained at a minimum height of three (3) feet and set back internally at least one foot from the curb edge.
- e) In order to assure visibility and safety of pedestrians on the public street and within the parking area and maintain a pedestrian-scaled streetscape; shrubs, fences and walls may be no greater than a height of four (4) feet.
- f) Parking lot perimeter strips shall comply with all city, state, and federal highway sight distance standards.
- g) Where fences or walls are utilized, they shall meet the standards within this ordinance and shall incorporate groundcover, low-lying shrubs, ornamental grasses, noninvasive vines.

ARTICLE 38. SITE PLAN REVIEW

Section 5: Required Information

Every site plan shall contain the following information:

1. Name and location of the proposed development;
2. The name and address of the property owner and/or developer of the site, if different than the owner and the name and address of the person or firm preparing the site plan;
3. Area and present zoning of the site proposed for development;
4. Adjacent and abutting properties with information on ownership, tax parcel number, zoning and current use;
5. Location of the lot or parcel by vicinity map. Site plans shall also contain a north arrow, original date, revision dates and graphical scale;
6. The names, locations, and width of existing and proposed public or private streets, alleys and easements on or adjacent to the site. The center lines or boundary of adjacent rights-of-way shall also be shown;
7. The exact location of buildings or structures existing on or proposed for the site, including their setbacks from property lines, and the distance between buildings or structures;
8. The existing topography of the parcel prior to grading and the proposed finished contours of the site with a maximum of two-foot contour intervals;
9. Boundary/Property lines of the parcel(s) proposed for development, including the distances and bearings of these lines. If only a portion of a parcel is proposed for development, a limit of development line shall also be shown;
10. The tax parcel number(s) of parcels proposed for development and depicted on the site plan;
11. The name of adjacent property owners and the owners of any property on which any utility or drainage easement may be required in conjunction with the development;
12. The nature of the land use(s) proposed for the site;
13. The location, type, and size of site access points such as driveways, curb openings, and crossovers. Sight distances at these access points shall be provided. If existing median cuts will serve the site they shall be shown. If new median cuts are proposed, their location shall also be shown;
14. All proffers accepted by City Council as a condition of a rezoning or conditions placed on an approved special use permit;
15. Off-street parking areas and parking spaces including handicapped spaces, loading spaces, and walkways indicating type of surfacing, size, angle of stalls, width of aisles, and a specific schedule showing the number of spaces provided and the number required by this ordinance;
16. The number of stories, floor area, and building height of each building proposed. If more than one land use is proposed the floor area of each land use shall be provided. Floor area shall be calculated on the basis of parking required for the use(s).
17. For residential developments, the type of dwelling unit shall be stated along with the number of units proposed. Where necessary for determining the number of required parking spaces, the number of bedrooms in each unit shall also be provided;
18. The location of proposed or required fire lanes and signs;

-
19. Detailed utility plans and calculations shall be submitted for sites for which public water or sewer will be provided or for sites on which existing utilities will be modified. The Director of Public Works or designee shall have the authority to set the standards for such plans;
 20. An erosion and sedimentation control plan and detail sheet shall be submitted for site developments involving the grading disturbance of greater than 2500 square feet of area, or 1,000 cubic yards of material. A narrative shall be submitted, including a schedule for maintenance and removal of measures
 21. A detailed storm water management plan and calculations shall be submitted. The City Engineer or designee shall determine the requirements for such plans;
 22. The location of existing and proposed freestanding signs on the parcel;
 23. The location and type of proposed exterior lighting, including height of poles and type of fixtures. A photometric detail shall be provided;
 - a. Streetlights shall be provided in accordance with the City's Subdivision Ordinance
 - b. On-site lighting shall be provided for off-street parking areas if parking spaces are to be used at night. Light sources are to be shielded to minimize glare on adjacent properties or streets and the foot-candle for lighting shall not exceed 1.0 at the property line
 24. The location of any 100-year flood plain and floodway on the site and the relationship of buildings and structures to this floodplain and floodway;
 25. All environmentally sensitive features including wetlands, steep slopes, shrink swell soils, historic sites, gravesites and location of endangered species;
 26. The location of required or proposed buffer yards, screening, fencing, and site landscaping and irrigation. The type and size of the plant materials and screening to be used shall be provided. In addition, the relationship of these materials to physical site improvements and easements shall be provided. ~~The preferred trees and shrubs will be native or direct cultivars of native plants (Nativars) to Virginia.~~ The Director of Planning & Community Development, in consultation with the Police Department, shall approve a landscape plan as part of the site plan for the development. To ensure survival, **the landscaping shall be bonded or a guarantee provided for a period lasting two (2) years after installation.**
 27. The location of dumpsters, trash compactors and screening materials;
 28. The location of sidewalk, curb, and gutter, including appropriate corresponding detail;
 - a. Where they do not exist, curbs, gutters, and sidewalks shall be installed along the streets abutting any property subject to a site plan. The applicant shall be responsible for the installation of the curbs, gutters and sidewalks, which shall conform to the applicable requirements of the City Code
 - b. Existing curbs, gutters, and sidewalks along the streets abutting any property subject to a site plan shall be brought into conformance with applicable requirements of the City Code
 29. A traffic impact analysis whenever a proposed site plan substantially affects transportation on City Streets through traffic generation. This requirement may be waived by the Director of Public works.
 30. **Spatial indication of minimum canopy coverage as outlined in Section 12 of this Article.**
-

EXHIBIT A

Section 12: Canopy cover in new developments.

As authorized by Virginia State Code §15.2-961, new developments must maintain a minimum canopy coverage dependent on their zoning classification as follows and must indicate spatially on-site plans how and where these minimums will be achieved.

1. **Minimum coverages:** The site plan for any subdivision or development must include the planting or replacement of trees on the site to the extent that, at 20 years, minimum tree canopies or coverages will be provided as follows:
 - a. Ten percent tree canopy for commercial and industrial zoning districts: RB, B-1, B-2, B-3, MXD-1, MXD-2, MXD-3, M-1, and M-2.
 - b. Ten percent tree canopy for a residential development with 20 or more units per acre.
 - c. Fifteen percent of tree canopy for a residential development with more than 10 but less than 20 units per acre; and
 - d. Twenty percent tree canopy for residential development with 10 units or less per acre.

Section 13: – Tree diversity in new subdivisions.

To ensure a healthy mix of trees and avoid the loss of all neighborhood trees due to a singular pest or disease, new subdivisions of 20 or more single family homes must plant at least 3-5 different genus of trees per block.

Required plantings shall be installed only within the following listed Planting Season: November 1 -March 31 and shall be appropriate stock for planting hardiness zone 7b. Any tree planted outside of these dates will be rejected by the Director or designated consulting arborist upon inspection. A planting season waiver is required for trees/shrubs that must be installed outside of the accepted planting seasons to meet canopy coverage or other requirements as specified in the approved plans for final occupancy. Consideration and approval of a planting season waiver shall be at the discretion of the Director, or their designee.

If a planting season waiver is granted, the applicant shall post a bond (cash or surety) that covers 110% of the cost of any tree plantings required for canopy coverage on the site.

- a. Applicant shall use the American Standard for Nursery Stock (ANSI Z60.1) to compute the cost for proposed trees for canopy coverage.
- b. If required tree plantings are not provided within the following planting season, the owner/applicant will be notified and the entire bond will be forfeited to the City of Petersburg. The city will use the bond money to complete required tree plantings. Any additional charges for completing the plantings shall be borne by the applicant.
- c. Performance Guarantee. All landscaping shall be subject to a three-year survival bond after the final Certificate of Occupancy is approved and released in the form of an irrevocable letter of credit, surety, or cash equal to 110% of the landscaping cost that ensures proper replacement and maintenance.
- d. Bonds will be released upon passing inspection by the Director of Public Works who may engage in any necessary validation from a consulting arborist.
- e. Trees planted on public properties and RoW shall be those specified as appropriate species according to the City Tree List as maintained by the City.

Section 14. Incentives to retain trees.

The following optional tree preservation incentives may be used with the permission of the Planning Director to preserve trees on sites which retain trees in an amount exceeding the minimum canopy coverage outlined in Section 12.1.

-
- a. **Parking space reductions.** For sites with requirements for 20 or more parking spaces, the developer may request a reduction in parking spaces required at a rate of 1 space per tree preserved, up to a maximum of 5 spaces.

 - b. **Side and rear yard setback reductions:** The development may receive a reduction in rear or side yard setbacks to compensate for significant or heritage tree preservation; provided that the setback is not reduced more than five (5) feet, is no closer to the property line than three (3) feet, is the minimum reduction required for tree preservation. A Heritage tree means any tree that has been individually designated by the City as having notable historic or cultural interest or a tree with a minimum diameter at four and a half (4.5) feet off the ground of twelve (12) or more inches.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **A Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Updating and Clarifying Sign and Advertising Regulations to Address Ongoing Complaints and Issues Pertaining to Certain Advertising Devices Throughout the City**

PURPOSE: To update and clarify regulations on signage to address ongoing complaints and enforcement challenges

REASON: To address frequent complaints regarding certain types of signage in the city which are currently underregulated or unregulated entirely. Staff are seeking to clarify certain provisions within the ordinance with the goal of making the entire ordinance easy to interpret and encouraging attractive and cohesive signage throughout the city.

RECOMMENDATION: Approval as drafted

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

1. Ongoing - Planning staff receive complaints regarding signage throughout the city including window signs, flag signs, and illuminated signs, as well as complaints about unclear language in the Zoning Ordinance pertaining to signs.
2. May 1, 2025- Planning staff presented an overview of the proposed text amendment to address ongoing issues with signs to the Planning Commission and were directed to bring the draft amendment for public hearing.
3. June 5, 2025 - Planning Commission held a public hearing on the draft text amendment and tabled the item until their following meeting to allow Commissioners to observe existing signs in the city.
4. July 10, 2025 - Planning Commission recommended approval of the proposed amendment as drafted in a 5 (aye) to 1 (nay) vote with one abstention.

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. 25-ZTA-05 Memo
2. 25-ZTA-05 Presentation
3. Ordinance 25-ZTA-05
4. Draft Text Amendment



City of Petersburg

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

MEMORANDUM

DATE: September 2025

TO: Mayor and City Council

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

RE: 2025-ZTA-05: Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of updating and clarifying sign and advertising regulations to address ongoing complaints and issues pertaining to certain advertising devices throughout the city.

EXECUTIVE SUMMARY:

Planning Staff are seeking to update the Zoning Ordinance to address frequent complaints regarding certain types of signage in the city which are currently underregulated or unregulated entirely. Staff are seeking to clarify certain provisions within the ordinance with the goal of making the entire ordinance easy to interpret and encouraging attractive and cohesive signage throughout the city.

CHRONOLOGY OF EVENTS:

1. May 1, 2025 – Planning staff presented overview of a proposed text amendment to address ongoing issues with signs to Planning Commission and were directed to bring the case for public hearing in June.
2. June 5, 2025 – Planning Commission held a public hearing on the draft text amendment; the item was tabled until the July regular meeting to allow Commissioners to observe existing signs throughout the city.
3. July 10, 2025 – Planning Commission recommended approval of the proposed amendment as drafted in a 5 (aye) and 1 (nay) vote with one abstention.

BACKGROUND:

Existing Ordinance

Article 21 of the Zoning Ordinance pertains to signs and advertising in the city. Article 21 regulates the size, placement, and types of signs allowed in the city. Planning staff frequently receive complaints about the quantity or appearance of certain types of signs, but the existing regulations in Article 21 make it a challenge to address these issues due to a lack of regulation in some cases and unclear or confusing rules in others.

Examples of issues and challenges with the existing ordinance include:

- **Window signs:** Many businesses have an overabundance of advertising covering their windows or doors. According to current regulations, this type of advertising is only considered signage if the device is illuminated. This means that any advertising placed in a window or door is exempt from the need for a permit or any limit on size unless the sign is illuminated even if that advertising covers an entire surface.
- **Sail Signs:** Many businesses or residential developments in the city utilize sail signs, also known as feather or flag signs, along the street to draw attention. The signs usually consist of a banner attached to a staff or cord and tend to create visual clutter and safety concerns. The existing language in the ordinance is unclear whether the signs are allowed at all.
- **String and Tube Lights:** Certain types of businesses often utilize strings or tubes of lighting to illuminate a store face and draw attention, which can create a distracting or unattractive streetscape. This type of advertising isn't explicitly spoken to in the ordinance.
- **Historic District Signage:** There have been several instances in which signs were installed in the City's Historic Districts that do not match the character of the district, particularly in terms of the level of illumination. The Historic District Design Guidelines used by the Architectural Review Board have recommendations for these types of signs, but the recommendations aren't included in the Zoning Ordinance itself.
- **Shopping Center Signage:** The ordinance states that signs within B-1, Shopping Center, Zoning Districts are subject to specific sign plans meant to be adopted when the property was rezoned, but the city has few, if any, of these plans on record. The ordinance doesn't provide any rules for signs in cases where existing shopping centers are redeveloped or look to update signs and staff don't have direction for what rules apply.
- **Sign Refacing:** The ordinance currently requires a fee of \$150.00 for any sign permit, even a sign face is just being replaced in an existing sign structure with no expansion or alteration. Requests for sign refacing typically take significantly less staff time to review, but the cost doesn't vary.

Proposed Changes

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

- **Window signs:** The definition of “window sign” has been updated to remove the exemption for unlit signs. All advertising in windows will count as signage and a rule has been added stating no more than 20 percent of any single window or door surface can be covered by signage.
- **Sail Signs:** A new definition of “sail sign” has been added and it’s been clarified that these signs are prohibited.
- **String and Tube Lights:** Signs consisting of illuminated tubing or strings of lights outlining sections of the building have been added to the list of prohibited signs.
- **Historic District Signage:** A provision was added to require any illuminated sign in a local historic district be indirectly illuminated to match the Historic District Design Guidelines.
- **Shopping Center Signage:** Language was added to clarify limits on signage when sign plans don’t exist for B-1, Shopping Center District properties. Individual businesses will be allowed two square feet of wall signage per linear foot of their tenant space and the total shopping center will be allowed one freestanding sign up to 150 square feet.
- **Sign Refacing:** A definition for “sign reface” has been added and the fee schedule has been updated to \$50.00 for sign refacing.

COMPREHENSIVE PLAN CONSIDERATIONS:

Staff believe the proposed text amendment is supported by the PetersburgNEXT Comprehensive Plan. The plan refers to attractive signage as a way to promote civic pride and enhance community character, noting signs elevate the appearance of the city and create a sense of place. The plan encourages improving existing signs in the city, particularly in Corridor Commercial areas, as well as using signs to establish appropriate transitions between different areas. Additionally, the plan states that citizens routinely cite the historic and attractive downtown as one of the city’s strengths. The goal of the text amendment is to improve the look of signage throughout the city in accordance with these principles.

CITY COUNCIL
MEETING

SEPTEMBER,
2025

2025-ZTA-05:

Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of updating and clarifying sign and advertising regulations to address ongoing complaints and issues pertaining to certain advertising devices throughout the city

Background

- Sign Ordinance included under zoning; regulates size, placement, types of signs allowed in city
- Frequent complaints about certain types of signage, but these signs are unrestricted or unregulated currently; goal is to have consistent and attractive signage
- Several sections of the Sign Ordinance are unclear and leave staff without reference to interpret whether signs are allowed in certain cases

Existing issues – window signs



Existing issues – flag/sail signs



Existing issues – signs in Historic Districts



Existing issues – rules for shopping center signage



Proposed Changes

○ Window signs:

- Definition - Any sign visible outside the window and attached to or within eighteen (18) inches in front of or behind the surface of a window or door
- No exemption for unlit signs
- Window signs can obscure no more than 20% of any window or door whether an individual sign or a combination of signs
- Signs consisting of illuminated tubing or strings of lights outlining building faces or show windows are prohibited

Proposed Changes

○ Sail/Feather/Flag signs:

- Definition - a type of banner typically constructed out of cloth, varying in size, shape, and color, that is attached to a staff or cord for the length of its vertical edge.
- Sail signs are prohibited

○ Signs in historic districts:

- Signs must be indirectly lit with shielded incandescent light source

Proposed Changes

○ B-1 properties without sign plan:

- If there's no sign plan on file, individual businesses are allowed 2 square feet of wall signage for each linear foot of their tenant space
- Overall shopping center would be allowed a 150 square foot freestanding sign

○ Sign reface:

- Definition - Removing and replacing, restoring, repainting, or repairing a sign face within or supported by an existing structure or cabinet. A reface does not include any structural addition or expansion to the sign structure or cabinet
- \$50.00 permit fee to apply for refacing rather than \$150.00 fee

Comprehensive Plan Considerations

- Attractive signage promotes civic pride and enhances community character; signs elevate the appearance of the city and create a sense of place
- Encouraged to improve existing signs in the city, especially in Corridor Commercial areas
- Many citizens cite the historic and attractive downtown as one of the city's strengths; goal of amendment is to improve look of signage city-wide

Additional Considerations

- A total overhaul of the sign ordinance is planned with the overall Zoning Ordinance rewrite; currently looking to address specific issues that we're encountering
- With upcoming developments, emphasis on having attractive and cohesive signage throughout the city
- Signs are protected by First Amendment and we cannot regulate the content of signs, only size, placement, quantity, etc.

Recommendation

Planning Commission recommended approval of the text amendment as drafted in a 5 (aye) to 1 (nay) vote with one abstention.

Questions for staff?

AN ORDINANCE TO AMEND AND READOPT ARTICLE 21. – SIGN REGULATIONS AND ARTICLE 31. – PERMITS, PLATS, AND FILING FEES AS SET FORTH IN THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, FOR THE PURPOSE OF UPDATING AND CLARIFYING SIGN AND ADVERTISING REGULATIONS TO ADDRESS ONGOING COMPLAINTS AND ISSUES PERTAINING TO CERTAIN ADVERTISING DEVICES THROUGHOUT THE CITY

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 21. – Sign Regulations which deals with advertising devices in the city and Article 31. – Permits, Plats, and Filing Fees which deals with permit review costs; and

WHEREAS, Planning staff currently receive complaints regarding several types of signs throughout the city, including window signs, sail signs, illuminated signs, and inappropriate signs in the local historic districts; and

WHEREAS, there are several sections of the ordinance which provide unclear guidance where and if certain types of signs are allowed, including sail signs and new signs in the B-1, Shopping Center Zoning District; and

WHEREAS, The City Council supports updating the regulations to better address issues with existing signs and to clarify rules for the location and size of certain signs; and

WHEREAS, the City Council supports introducing a new fee at a lower cost for permits to reface existing signage when no new supports or cabinets are required; and

WHEREAS, the PetersburgNEXT Comprehensive Plan states signs elevate the appearance of the city and encourages improving the look of signs in the commercial districts ; AND

WHEREAS, on July 10, 2025 the Planning Commission recommended approval of the proposed amendment of the Zoning Ordinance as drafted; and

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

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve an ordinance amending and readopting Article 21. – Sign Regulations and Article 31 – Permits, Plats, and Filing Fees as set forth in the Zoning Ordinance as indicated in Exhibit A.

ARTICLE 21. SIGN REGULATION

Section 4. Definitions.

For the purpose of this article, and notwithstanding other provisions elsewhere in this article, certain terms and words pertaining to signs are hereby defined as follows:

- (1) *Historic area.* Historic area means an area designated by ordinance as containing buildings or places in which historic events occurred, or which have special public value because of notable architectural or other features relating to the cultural or artistic heritage of the community of such significance as to warrant conservation and preservation.
- (2) *Nonconforming sign structure.* A nonconforming sign structure shall be any lawfully erected sign structure that fails to meet current ordinance standards.
- (3) *Sign.* A sign is any structure, or part thereof, or any device attached to, painted on, or represented on a building, fence, or other structure, upon which is displayed or included any letter, word, numeral, picture, illustration or decoration, emblem, symbol or trademark, flag, banner, or pennant, or other device, figure, or character used as, or which is in the nature of, an announcement, direction, advertisement or other attention-directing device, and which is visible beyond the boundaries of the parcel of land on which the same is located.
 - a. A sign shall not include:
 1. A similar structure or device located within a building, except ~~illuminated signs within show windows~~ signs as defined below;
 2. Official court or public notices; or
 3. The painted or posted message on a properly permitted general advertising sign structure.
- (4) *Sign, abandoned.* Any accessory or business sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity located, conducted, or sold on the premises upon which such sign is located, which use has been discontinued for a continuous period of two years.
- (5) *Sign, accessory or business.* A sign directing attention to a business, commodity, service or entertainment conducted, sold or offered on the same premises upon which the sign is located and not included as exemptions in section 5 of this article.
- (6) *Sign, billboard.* A general advertising sign owned or operated by a person engaged in the business of outdoor advertising licensed by the department of transportation, Code of Virginia § 33.1-361.
- (7) *Sign, changeable message.* Any changeable message sign that is illuminated, stationary and constant and does not change more than once every eight seconds shall be permitted, including a billboard sign which contains electronic messaging as expressly authorized by the Code of Virginia in § 33.1-369.
- (8) *Sign, face, surface area.* The surface area of a sign shall be computed as including the entire area within a circle, semicircle, triangle, rectangle, parallelogram, or trapezoid enclosing all elements of the matter displayed, excluding frames and columns or uprights on which the sign is placed. One side of a double-faced sign, whose sign faces are parallel and are at no point more than two feet from one another, shall be included in the computation of total sign area; for all other signs with more than one face, each side shall be included in the computation of total sign area.
- (9) *Sign, flashing.* Any sign displaying flashing or intermittent lights, changing in degrees of intensity, which constitutes public safety or traffic hazard in the judgment of the city's traffic engineer.

- (10) *Sign, freestanding or ground.* A non-movable sign supported by a fence, retaining wall or by upright structural members or braces on or in the ground and not attached to a building.
- (11) *Sign, general advertising.* Any sign which directs attention to a business, commodity, service or entertainment not conducted, sold, or offered on the same premises upon which such sign is located, except a wall sign that is determined to be historic by the architectural review board. General advertising sign includes a "billboard sign" as defined in this article, however, any general advertising or billboard sign owned or operated by the city shall not be subject to the provisions of this article.
- (12) *Sign, height.* The vertical distance from the average street grade or from the average lot grade of the real property upon which the sign is located, at the required minimum front setback line for signs, whichever allows for the greater height, to the highest point of the sign.
- (13) *Sign, illuminated.* Any sign designed to give forth artificial light, or designed to reflect light from one or more sources of artificial light erected to provide light for the sign.
- (14) *Sign, portable.* Any sign not permanently affixed to the ground nor to a building, which is designed or constructed in such manner that it can be moved or relocated without involving any structural or support changes (including a sign attached to or displayed on a vehicle that is used for the express purpose of advertising a business establishment, product or service when the vehicle is parked so as to attract the attention of motoring or pedestrian traffic).
- (15) *Sign, projecting.* Any sign which is attached to and projects more than 12 inches from the face of a wall of a building.
- (16) *Sign Reface.* Removing and replacing, restoring, repainting, or repairing a sign face within or supported by an existing structure or cabinet. A reface does not include any structural addition or expansion to the sign structure or cabinet.
- (17) *Sign, roof.* Any sign painted, erected, or constructed upon or above the roof of a building or structure, or part thereof; any sign that projects above the intersection of the roof decking and wall face; or any sign that extends above the eave or parapet shall be deemed to be a roof sign.
- (18) *Sign, sandwich board.* Portable, freestanding sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sidewalk or A-frame sign.
- (19) *Sign, sail.* Also called a feather flag or flag sign; a type of banner typically constructed out of cloth, varying in size, shape, and color, that is attached to a staff or cord for the length of its vertical edge.
- (20) *Sign, temporary.* A sign which advertises community or civic projects or special events on a temporary basis. Temporary signs for community or civic projects or special events shall be permitted only for events of public interest, e.g. fairs, carnivals, community gatherings, or other similar events.
- (21) *Sign, wall.* A sign attached to or painted on or otherwise inscribed on the outside wall of a building and supported throughout its length by such wall or building and not extending more than 12 inches from the building wall.
- (22) *Sign, window.* Any sign visible outside the window and attached to or within eighteen (18) inches in front of or behind the surface of a window or door.
- (23) *Structure.* Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground, including, but not limited to, advertising signs, billboard signs, main buildings, outbuildings, fences, walls, lamp posts, light fixtures and, posterboards.
- (24) *Structural alterations.* Any change in the supporting members of a building or structure, including, but not limited to, bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls, provided that in order to be a structural alteration, the alteration shall meet the criteria otherwise provided in the Uniform Statewide Building Code.

Section 6. Prohibited signs.

The following signs shall be prohibited in all districts:

- 6.1. Signs which by reason of their location, position, size, shape, color, design or means of illumination may be construed as or confused with, or may interfere with, obstruct or obscure the view of all or any portion of a traffic control sign, signal, or device.
- 6.2. Signs which imitate an official sign or signal or which contain the words "stop," "go," "slow," "yield," "caution," "danger," "warning" or similar words which imply any official warning or command or which may imply the need for special actions on the part of any vehicle operator or pedestrian.
- 6.3. Any flashing sign.
- 6.4. Signs which contain or consist of pennants, ribbons, streamers, spinners, strings of light bulbs, or other similar moving devices. Pennants, flags, and banners, when not part of any sign, even if attached to the poles or other supporting elements of the sign face, however, are allowed in the B-2, General Commercial, and B-3 B, Central Commercial Districts, provided such devices are connected to a rope or wire that is attached securely at both ends or attached directly to a supporting pole; otherwise such devices, when not part of any sign, are prohibited in any district.
- 6.5. Any sign or means of sign illumination which causes glare into or upon any building other than the building to which the sign may be related.
- 6.6. Any sign affixed to, hung, placed, or painted on any other sign, cliff, tree, public utility pole, radio or television or similar tower, provided that this prohibition shall not affect official traffic, parking or informational signs placed on utility poles by the city government.
- 6.7. All portable or nonstructural signs except for sandwich board signs, which are further regulated in this article.
- 6.8. Roof signs.
- 6.9. Signs advertising activities which are illegal under federal, state, or city laws or regulations.
- 6.10. General advertising signs, except billboard signs as otherwise provided herein.
- 6.11. Window signs which obscure more than twenty (20) percent of any window or door, whether through an individual sign or a combination of signs.
- 6.12. Signs consisting of illuminated tubing or strings of lights outlining property lines or open sales areas, rooflines, doors, windows, or wall edges of any building.
- 6.13. Sail signs as defined above.

Section 7. General regulations.

The following regulations apply generally to all signs and are in addition to the regulations contained elsewhere in this article:

- 7.1. Structural and safety features and electrical systems shall be in accordance with the requirements of the Uniform Statewide Building Code. All signs requiring permits shall be inspected by the zoning administrator for compliance with all the requirements of this article and by the building official for compliance with the requirements of the Uniform Statewide Building Code.
- 7.2. The zoning administrator, upon application as required in this article, may issue temporary permits for the following signs and displays for a period not to exceed 30 days, when in the administrator's opinion, the use of such signs and displays would be in the public interest and would not result in damage to private property including signs advertising a special civic or cultural event such as a fair or exposition, play, concert or meeting, sponsored by a governmental, civic or charitable organization.

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- 7.3. Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.
 - 7.4. No signs shall project over public right-of-way without the express written permission of the city manager, except for permitted flat signs which may so project not more than six inches.
 - 7.5. The sign face of a sign which advertises an activity, business, product or service no longer produced or conducted on the premises where the sign is located may remain in place for not more than 90 days from the date of vacancy by the tenant or owner previously occupying the premises on which the sign is located. An abandoned sign structure may be removed in accordance with section 15.2-2307.
 - 7.6. Permanent window signs are permitted, provided that the aggregate area of all window signs on each window or door does not exceed twenty (20) percent of the window or door.

Section 9. Permitted signs by zoning district.

The regulations set forth in this section pertain to the various types and specifications for signs expressly permitted in each designated zoning district, except for billboard signs which are addressed in section 10.14 of this article.

- 9.1. In District R-B, regulations shall be established in accordance with article 13, section 2.
- 9.2. The maximum advertising display area for accessory or business signs in the mixed use districts (MSD MXD) shall not exceed 25 square feet.
- 9.3. In District B-1, regulations shall be established in accordance with article 14, section 6. For properties in the B-1 District without an approved plan for signage, walls sign shall be limited to no more than two (2) square feet per linear foot of building frontage per individual tenant for wall signs and no more than one hundred fifty (150) for freestanding signage for the total shopping center.
- 9.4. The maximum advertising display area for accessory or business signs in District B-2 shall not exceed 150 square feet.
- 9.5. The maximum advertising display area for accessory or business signs in Districts B-3 shall not exceed 125 square feet.
- 9.6. In Districts M-1 and M-2, sign area shall not exceed in the aggregate three square feet in area per linear foot of building frontage, such frontage shall be measured as the longest horizontal dimension of the building and which does not pass through or between any adjacent elements of same, provided, however, no such sign or signs shall exceed an aggregate total of 350 square feet in area.
- 9.7. No part of any freestanding or projecting sign shall be higher than 25 feet from grade.

Section 11. Signs permitted in local historic districts.

Before any sign shall be painted, erected, or constructed in local-designated historical areas, a certificate of appropriateness shall be obtained from the architectural review board, in accordance with the provisions of article 35 of this appendix. Notwithstanding the sign regulations established herein, the architectural review board, in approving a sign, may further regulate such sign with respect to area, height, placement, materials, color, lighting, graphics, lettering or architectural styling, provided that area and height limitations established herein are not exceeded. Sandwich board signs are not subject to this review. Any illuminated sign erected or constructed in a local-designated historical area shall be indirectly illuminated with a shielded, incandescent light source.

ARTICLE 31. PERMITS, PLATS, AND FILING FEES

Section 3. [Filing Fees.]

- (1) Fee schedule:
 - Home occupation permits: \$50.00
 - Zoning permits: \$50.00
 - Zoning confirmation letters: \$100.00 (\$500.00 expedited)
 - Site plans: \$800.00 + \$50.00 for every acre or part thereof disturbed more than one acre
 - Site plan re-review: \$250.00
 - DMV zoning confirmation: \$100.00
 - Temporary sign permit: \$75.00
 - Permanent signs: \$150.00
 - Sign Refacing: \$50.00
 - Zoning ordinance amendment: \$1,500.00
 - Rezoning: \$1,500.00
 - Special use permit: \$1,500.00
 - Plan amendments: \$1,500.00
 - Variance: \$500.00
 - Appeal of zoning administrator: \$500.00
 - Special exception: \$500.00
 - Substantial Accord Review per Code of Virginia Section 15.2-2232: \$500 if Public Hearing is required
- (2) The submission of fees at the time of application and the payment of fees prior to application is required.
- (3) Prior to the initiation of an application any delinquent real estate taxes, nuisance charges, stormwater management utility fees, and any other charges that constitute a lien on the subject property, that are owed to the locality and have been properly assessed against the subject property, have been paid.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and Daniel Smith Real Estate LLC, for the Development of Lots 4, 6, 9, and 12 Ross Court, Located in Petersburg, Virginia**

PURPOSE: A Public Hearing for consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreements Between the City of Petersburg and Daniel Smith Real Estate LLC, for the Development of Lots 4,6,9, and 12 Ross Court, located in Petersburg, Virginia.

REASON: To present an Ordinance Authorizing the City Manager to execute the Purchase Agreements between the City of Petersburg and Daniel Smith Real Estate LLC to purchase City-owned property, specifically lots 4, 6, 9, and 12 on Ross Court, located in Petersburg, VA.

RECOMMENDATION: The Department of Economic Development recommends approval of the Ordinance approving the Purchase Agreements 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 4,6,9, and 12 Ross Court, located in Petersburg, VA.

N/A

CITY COUNCIL HEARING DATE: 9/16/2025

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. 4 Ross Court-Daniel Smith Real Estate LLC Pkt
3. 6 Ross Court-Daniel Smith Real Estate LLC Pkt
4. 9 Ross Court Daniel Smith Real Estate LLC Pkt
5. 12 Ross Court Daniel Smith Real Estate LLC Pkt
6. Ross Court (4,6,9,12)Daniel Smith Real Estate LLC Business Plan

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreements toward the Sale of City-owned properties at 4,6,9, and 12 Ross Court.

WHEREAS, the City of Petersburg has received proposals from DANIEL SMITH REAL ESTATE LLC to purchase the City-owned properties at 4,6,9, and 12 Ross Court; and

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

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute the Purchase Agreements with DANIEL SMITH REAL ESTATE LLC toward the sale and development of City-owned properties located at 4,6,9, and 12 Ross Court.

PROJECT BRIEF

Developer:	Daniel Smith Real Estate LLC
Project Address:	4 ROSS COURT
Assessed Value:	\$3,600.00
Offer Amount:	\$3,600.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$3,600
Consideration: \$ 3,600
Tax Map No.: 031040035

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 5, 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, Daniel Smith Real Estate 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: **4 Ross Court, Tax Map Number: 031040035** and further described as (All that certain lot or parcel of land, with the buildings and appurtenances thereunto belonging, in the City of Petersburg, Virginia, and being known and designated as Lot No. Ten (10) on a plat of "Ross Court" of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 92, page 304; said property also known by current city Street Number as 4 Ross Court; the lot here conveyed fronting 33 feet on Ross Court and extending back by parallel lines 66 feet to an eight foot alley, together with the right to use the said eight foot alley in common with owners of adjoining property abutting thereon; it being the same property in all respects which was conveyed to R. Garland Brockwell, Jr. and John Wesley Brockwell by deed from R Garland Brockwell, Sr. and wife, dated August 25, 1988, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 458, page 57) 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 Three Thousand and Six Hundred Dollars (\$3,600) (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 Three Hundred and Sixty Dollars (%360) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

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

6. Termination Prior to Conclusion of Due Diligence Phase:

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

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

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

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

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

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

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

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

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

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

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

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

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

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

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

responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all 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
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: Daniel Smith Real Estate LLC
Tanya Smith
7014 Tulane Ave
Richmond VA 23226
(804) 721-3045
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: _____

By: _____, _____

Title: _____

Date: _____

SELLER:
The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,
Title: City Manager

Date: _____

ESCROW AGENT:

By: _____, _____

Title: _____

Date: _____

Approved as to form: Date: _____
By: _____, Anthony Williams
Title: City Attorney

Petersburg, Virginia

Parcel: 031040035

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	VA House District:	63
Property Address	4 ROSS CT Petersburg, VA	Congressional District:	4
Legal Acreage:	.05	City Ward:	5
Legal Description:	LOT 10 ROSS CT	Polling Place:	Tabernacle Baptist Church
Subdivision:	Ross Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/21/1988	\$15,000	617/128

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	\$3,500	\$3,500	\$3,600		\$3,600
Improvement Value	\$	\$	\$		\$
Total Value	\$3,500	\$3,500	\$3,600		\$3,600

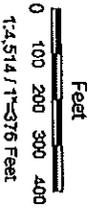
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels



Parcel #: 031040035

Date: 4/25/2025

DISCLAIMER: This drawing is neither 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.

BOOK 0617 PAGE 128

This deed prepared by
Richard L. Jones, city,
31 Walnut Boulevard, Suite 1
Petersburg, VA 23803

THIS DEED, made and entered into this 2nd day of June, 1999, by and between R. Garland BROCKWELL, Jr., and John Wesley BROCKWELL, parties of the first part, hereinafter called the grantors, and CITY OF PETERSBURG, a municipal corporation, party of the second part, hereinafter called the grantee.

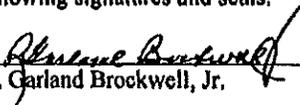
WITNESSETH: That, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, cash in hand paid by the party of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said party of the second part, 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)

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 signatures and seals:

 (SEAL)
R. Garland Brockwell, Jr.

BOOK 0617 PAGE 0129



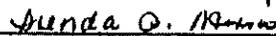
John Wesley Brockwell (SEAL)

STATE OF VIRGINIA

CITY OF PETERSBURG, TO WIT:

The foregoing instrument was acknowledged before me this 25th day
of June, 1999, by R. Garland Brockwell, Jr. and John Wesley Brockwell.

My commission expires: August 31, 2002.



Notary Public

Address of grantee:
City Hall
Petersburg VA 23803

Page Two

BOOK 617 PAGE 130

SCHEDULE "A"

All that certain lot or parcel of land, with the buildings and appurtenances thereunto belonging, in the City of Petersburg, Virginia, and being known and designated as Lot No. Ten (10) on a plat of "Ross Court" of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 92, page 304; said property also known by current City Street Number as 4 Ross Court; the lot here conveyed fronting 33 feet on Ross Court and extending back by parallel lines 66 feet to an eight foot alley, together with the right to use the said eight foot alley in common with owners of adjoining property abutting thereon; it being the same property in all respects which was conveyed to R. Garland Brockwell, Jr. and John Wesley Brockwell by deed from R. Garland Brockwell, Sr. and wife, dated August 25, 1988, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 458, page 57.

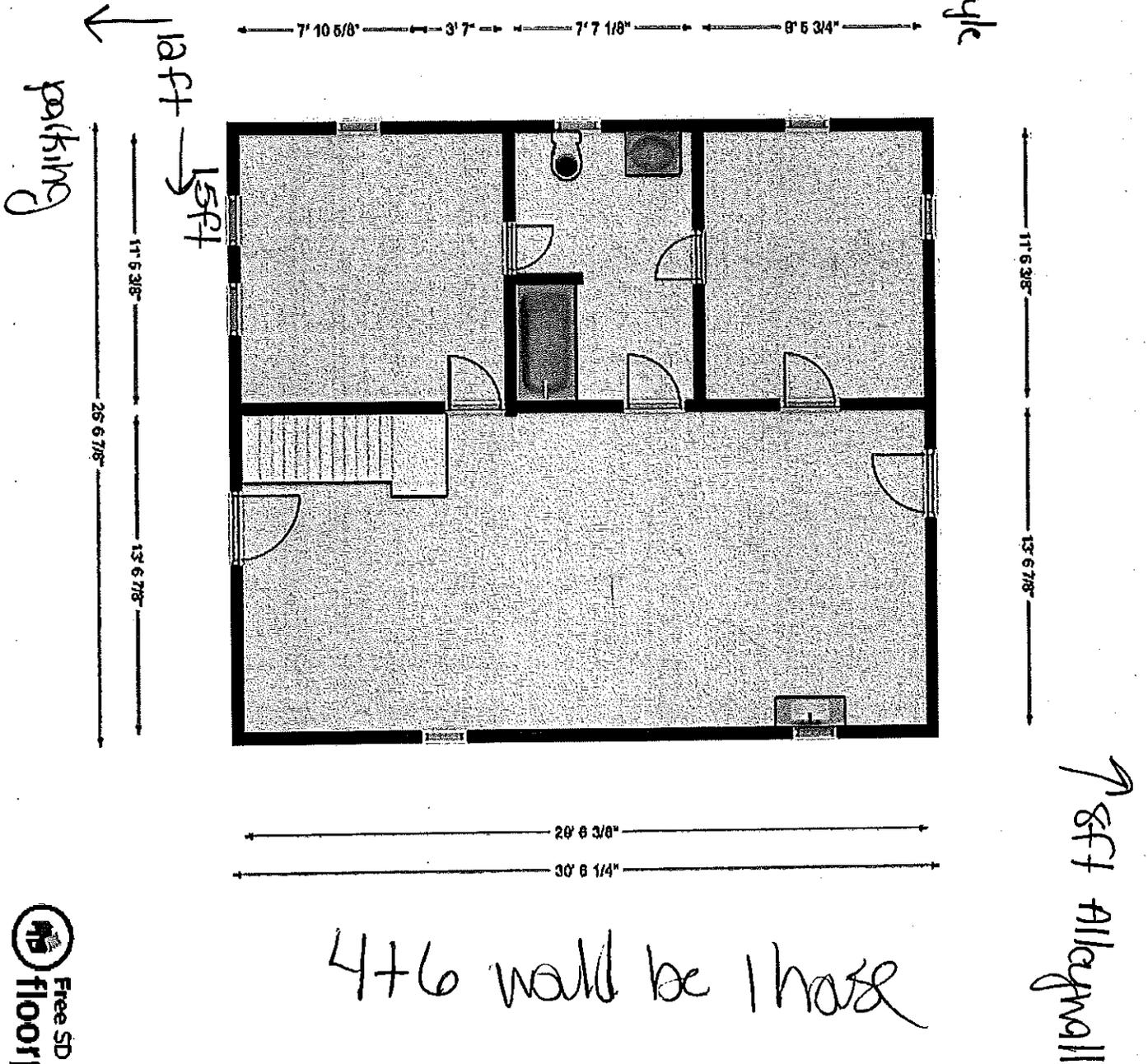
Page Three

INSTRUMENT #990002757
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
JUNE 28, 1999 AT 10:05AM
\$4.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 59.1-802 OF THE VA. CODE
STATE: \$2.00 LOCAL: \$2.00
BENJAMIN O. SCOTT, CLERK

BY: *M. Taylor King* (DC)

All houses will be similar in size and style to current houses on Ross Ct.

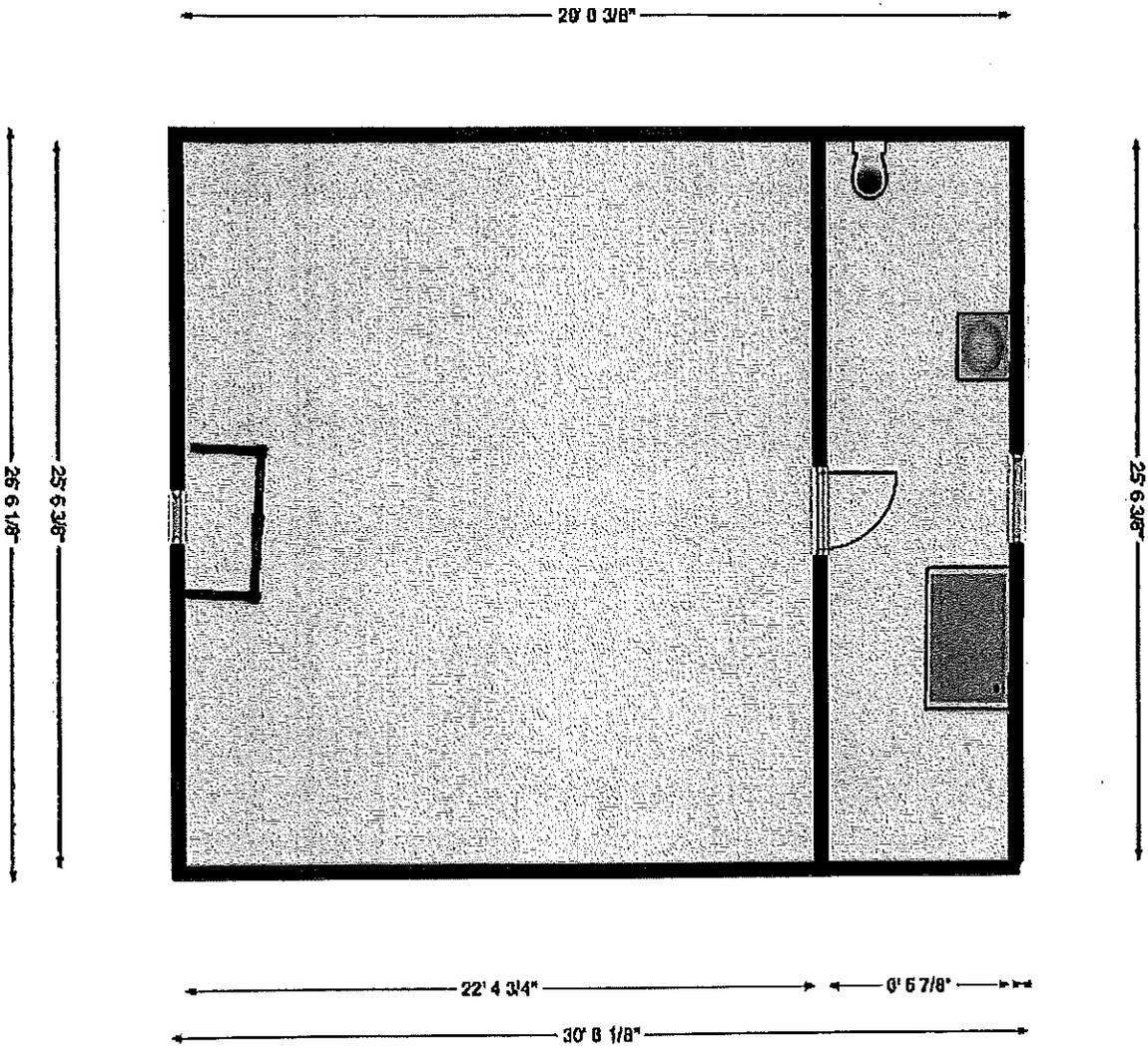
1st Floor



4+6 would be 1 house

2nd Floor

Master BDRM
Bathroom



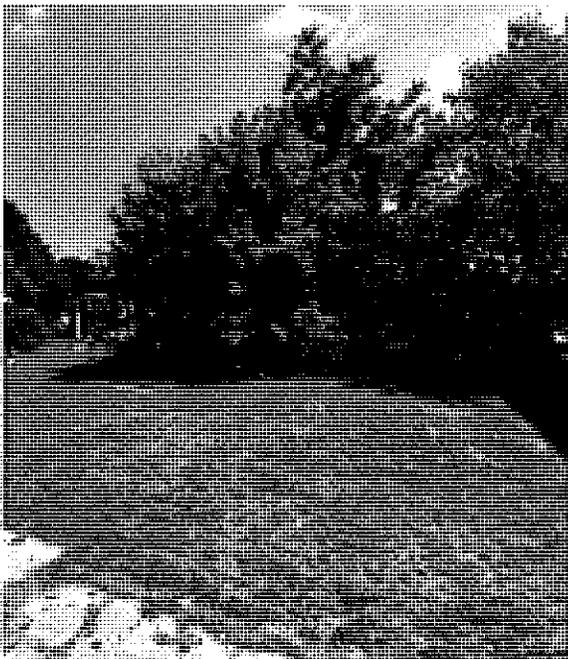
PROJECT BRIEF

Developer:	Daniel Smith Real Estate LLC
Project Address:	6 ROSS COURT
Assessed Value:	\$3,600.00
Offer Amount:	\$3,600.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$3,600
Consideration: \$3,600
Tax Map No.: 031040036

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 5, 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, Daniel Smith Real Estate 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: **6 Ross Court, Tax Map Number: 031040036** and further described as (All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, known, numbered and designated Lot No. 11 on a plat or Ross Court of record in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, in Deed Book 92, at Page 304, said lot fronts thirty-three (33) feet on Ross Court and runs back between parallel lines sixty-six (66) feet to an alley, 6 Ross Court. BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002595.) 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 Three Thousand and Six Hundred Dollars (\$3,600) (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 Three Hundred and Sixty Dollars (%360) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

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

6. Termination Prior to Conclusion of Due Diligence Phase:

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

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

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

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

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

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

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

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

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

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

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

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

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

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

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

responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution into 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
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: Daniel Smith Real Estate LLC
Tanya Smith
7014 Tulane Ave
Richmond VA 23226
(804) 721-3045
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: _____

By: _____, _____

Title: _____

Date: _____

SELLER:
The City of Petersburg, Virginia

By: _____, John M. Altman, Jr.,
Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams
Title: City Attorney

Petersburg, Virginia

Parcel: 031040036

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	6 ROSS CT Petersburg, VA	Congressional District:	4
Legal Acreage:	.05	City Ward:	5
Legal Description:	LOT 11 H R H PLAT	Polling Place:	Tabernacle Baptist Church
Subdivision:	H R H	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/10/2010	\$0	2010/2026
	8/10/2010	\$0	10/2026

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	\$3,500	\$3,500	\$3,600		\$3,600
Improvement Value	\$	\$	\$		\$
Total Value	\$3,500	\$3,500	\$3,600		\$3,600

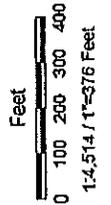
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels



Parcel #: 031040036

Date: 4/25/2025

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.

000000 PAGE 0572

WST# 10-002026

Prepared By:

Harrell & Chambliss LLP
707 East Main Street, Suite 1000
Richmond, Virginia 23219

Consideration: \$24,000.00
~~Assessed Value: \$21,200.00~~

* 031040036
Map Ref. #: ~~031-04-0036~~ (6 Ross Ct. Petersburg, VA 23224)

Title Underwriter: Lawyers Title Insurance Corporation

THIS DEED, made as of the 1st day of July, 2010, by TRINITY CAPITAL DEVELOPMENT, LLC, a Virginia limited liability company ("Grantor") and THE CITY OF PETERSBURG, VIRGINIA ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto Grantee, the real estate set forth and more particularly described in the attached Schedule A.

This conveyance is made subject, however, to any conditions, restrictions, and easements of record to the extent that they may be applicable to the property hereby conveyed and to such state of facts as would be shown by a current survey and inspection of the property.

[SEE NEXT PAGE FOR SIGNATURE]

WITNESS the following signature and seal:

TRINITY CAPITAL DEVELOPMENT, LLC

By: [Signature]
Title: President

STATE OF VIRGINIA

CITY OF RICHMOND; to-wit:

The foregoing deed was acknowledged before me on the 19th day of July, 2010
in my City and State aforesaid by Granita Washington Young behalf of Trinity Capital
Development, LLC.

My commission expires: October 31, 2011; Notary Registration #: 280360

[Signature]
Notary Public



SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, known, numbered and designated Lot No. 11 on a plat of Ross Court of record in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, in Deed Book 92, at Page 304, said lot fronts thirty-three (33) feet on Ross Court and runs back between parallel lines sixty-six (66) feet to an alley. 6 Ross Court.

BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 080002595.

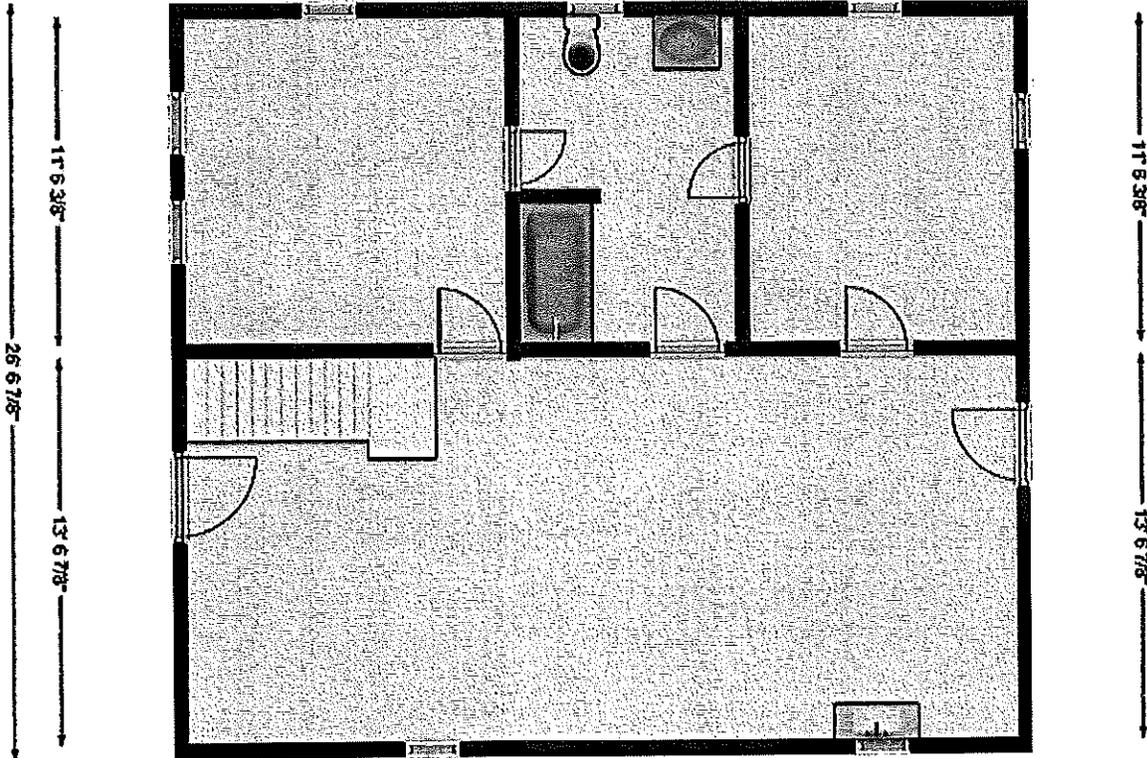
Grantee's Address:
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

INSTRUMENT #100002026
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 10, 2010 AT 11:55AM
\$24.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-902 OF THE VA. CODE
STATE: \$12.00 LOCAL: \$12.00

BENJAMIN O. SCOTT, CLERK
RECORDED BY: NRG

2

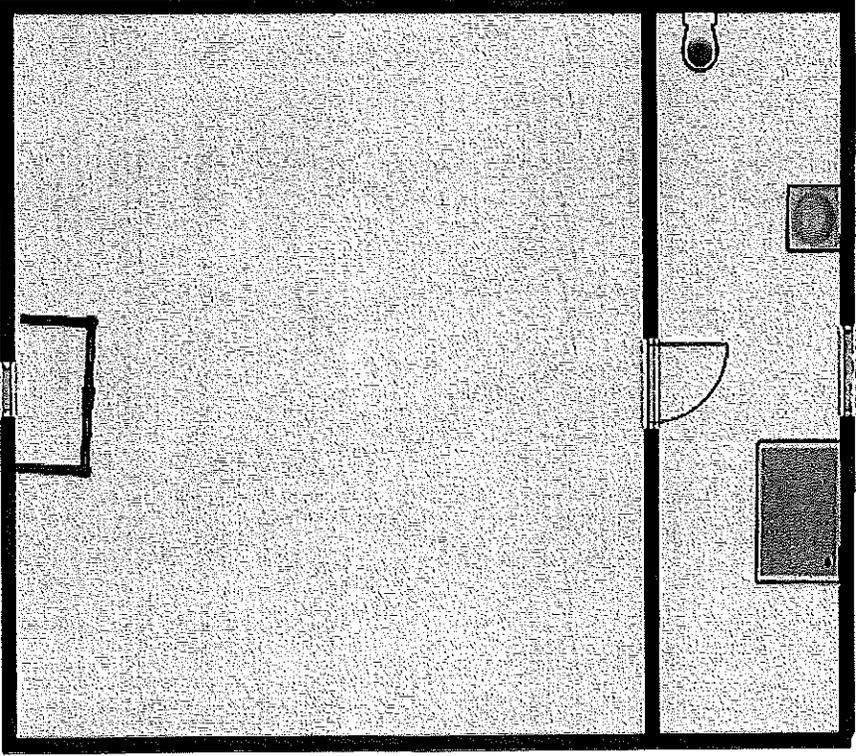
7' 10 6/8" 3' 7" 7' 7 1/8" 9' 8 3/4"



20' 6 3/8" 30' 6 1/4"

28' 0 3/8"

25' 6 3/8"
26' 6 1/8"



25' 6 3/8"

22' 4 3/4" 6' 5 7/8"
30' 0 1/8"



Tyler Jackson

Good Morning,

Please see the following information concerning zoning requirements for the lots. The parcels are located in R-3, Two-Family Residence district, more information can be found [here](#). Please note that the duplex use is only allowed for parcels that meet the minimum lot dimensions, seen [here](#). You would, however, be able to build single-family as long as you meet the required minimum setbacks described below.

Property	Parcel ID	Zoning	*Dimensions	** Front Yard Setbacks	Rear Yard Setbacks	*** Side Yard Setback
4 Ross Court	031040035	R-3	33 x 66	35	25	3.3' each side
6 Ross Court	031040036	R-3	33 x 66	35	25	3.3' each side
9 Ross Court	031040045	R-3	41 x 66	35	25	4.1' each side
12 Ross Court	031040039	R-3	34 x 66	35	25	3.4' each side

*Since all of the lots are under the minimum dimensions for the district, any lots that are adjacent to one another (4 and 6 Ross Court), would be required to be combined into one parcel. Listed dimensions would need to be confirmed with a survey.

** The minimum front yard setback for R-3 is 35 feet, however, we do have an exception in Article 25, Section 3.3(5) that states that if 25% of the adjacent properties (within 400 feet) are found to have front yards less than required, then you are able to use the average of those dimensions as your minimum front yard setback. The specific dimensions would need to be confirmed by our zoning administrator.

*** For lots under 50 feet, the minimum side yard setback is 10% of the lot width or 3 feet, whichever is greater.

Let me know if you have any questions.

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

ARTICLE 8. - "R-3" TWO-FAMILY RESIDENCE DISTRICT REGULATIONS**Section 1. - [Purpose.]**

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "R-3" Two-Family Residence District. The purpose of this district is to maintain a generally spacious residential environment, but at the same time permit a variety of housing types. Population density and height of buildings are low enough to be compatible with neighboring single-family development. Permitted community facilities are the same as for the one-family districts.

Section 2. - Use regulations.

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

- (1) Any use permitted in the "R-1A" Single-Family Residence District;
- (2) Institutions of an educational or religious nature;
- (3) Two-family dwellings

Section 3. - Height, area and bulk regulations.

Height, area and bulk requirements shall be as set forth in the chart of article 22.

Section 4. - Reference to additional regulations.

The regulations contained in this article are supplemented or modified by regulations contained in other articles of this ordinance, especially the following: Article 19, Off-street parking regulations; Article 20, Off-street loading regulations; Article 23, Supplementary use regulations; Article 25, Supplementary height, area and bulk regulations.

PROJECT BRIEF

Developer:	Daniel Smith Real Estate LLC
Project Address:	9 ROSS COURT
Assessed Value:	\$4,900.00
Offer Amount:	\$4,900.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$4,900
Consideration: \$4,900
Tax Map No.: 031040045

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 5, 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, Daniel Smith Real Estate 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: **9 Ross Court, Tax Map Number: 031040045** and further described as (ALL that certain lots or parcels of real property, with the improvements thereon and appurtenances thereto, belonging, lying, being and situated in the City of Petersburg, Virginia, fronting for a distance of 41 feet, more or less, on the north line of Ross Court, and running back therefrom by and between parallel side lot lines for a distance of 66 feet, more or less, to an alley which is 8 feet in width and is adjacent to the north or rear lot line of the subject property, and being a part of the property designated as Lot Five (5) and being a part of the property designated as Lot Six (6) on a plat of "Ross Court" a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 92, at Page 304, reference to said plat being hereby made for a more particular description of the property conveyed herein: said property being known by the current street address of 9 Ross Court, Petersburg Virginia, BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia, limited liability company, by Deed of Gift from Grace Washington, date April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002594.) as indicated in the recorded deed for the property (Attachment A) which is herein adopted and incorporated as if set forth fully herein (hereinafter "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is Four Thousand Nine Hundred Dollars (\$4,900) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, four hundred and ninety dollars (\$490) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire

Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

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

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

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

6. Termination Prior to Conclusion of Due Diligence Phase:

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

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

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

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

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

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

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

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

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

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

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

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

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

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

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

responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution into 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
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: Daniel Smith Real Estate LLC

Tanya Smith

7014 Tulane Ave

Richmond VA 23226

(804) 721-3045

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: _____

By: _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

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

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form: Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 031040045

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	VA House District:	63
Property Address	9 ROSS CT Petersburg, VA	Congressional District:	4
Legal Acreage:	.062	City Ward:	5
Legal Description:	PTS LTS 5 AND 6 ROSS COURT PLAT 41X66	Polling Place:	Tabernacle Baptist Church
Subdivision:	Ross Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/10/2010	\$0	2010/2027
	8/10/2010	\$0	10/2027

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	\$4,800	\$4,800	\$4,900		\$4,900
Improvement Value:	\$	\$	\$		\$
Total Value	\$4,800	\$4,800	\$4,900		\$4,900

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.

000 PAGE 0575

INST# 10-002027

Prepared By:

Harrell & Chambliss LLP
707 East Main Street, Suite 1000
Richmond, Virginia 23219

Consideration: \$32,450.00
~~Assessed Value: \$20,100.00~~

Map Ref. #: [#] 031040045 ~~031-04-0045(9)~~ Ross Ct, Petersburg, VA 23224)

Title Underwriter: Lawyers Title Insurance Corporation

THIS DEED, made as of the 1st day of July, 2010, by **TRINITY CAPITAL DEVELOPMENT, LLC**, a Virginia limited liability company ("Grantor") and **THE CITY OF PETERSBURG, VIRGINIA** ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto Grantee, the real estate set forth and more particularly described in the attached **Schedule A**.

This conveyance is made subject, however, to any conditions, restrictions, and easements of record to the extent that they may be applicable to the property hereby conveyed and to such state of facts as would be shown by a current survey and inspection of the property.

[SEE NEXT PAGE FOR SIGNATURE]

WITNESS the following signature and seal:

TRINITY CAPITAL DEVELOPMENT, LLC

By: [Signature]
Title: President

STATE OF VIRGINIA

CITY OF Richmond; to-wit:

The foregoing deed was acknowledged before me on the 19th day of July, 2010
in my City and State aforesaid by Gracette Washington on behalf of Trinity Capital
Development, LLC.

My commission expires: October 31 2011; Notary Registration #: 280360

[Signature]
Notary Public



SCHEDULE A

ALL that certain lots or parcels of real property, with the improvements thereon and appurtenances thereto, belonging, lying, being and situated in the City of Petersburg, Virginia, fronting for a distance of 41 feet, more or less, on the north line of Ross Court, and running back therefrom by and between parallel side lot lines for a distance of 66 feet, more or less, to an alley which is 8 feet in width and is adjacent to the north or rear lot line of the subject property, and being a part of the property designated as Lot Five (5) and being a part of the property designated as Lot Six (6) on a plat of "Ross Court" a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 92, at Page 304, reference to said plat being hereby made for a more particular description of the property conveyed herein; said property being known by the current street address of 9 Ross Court, Petersburg, Virginia.

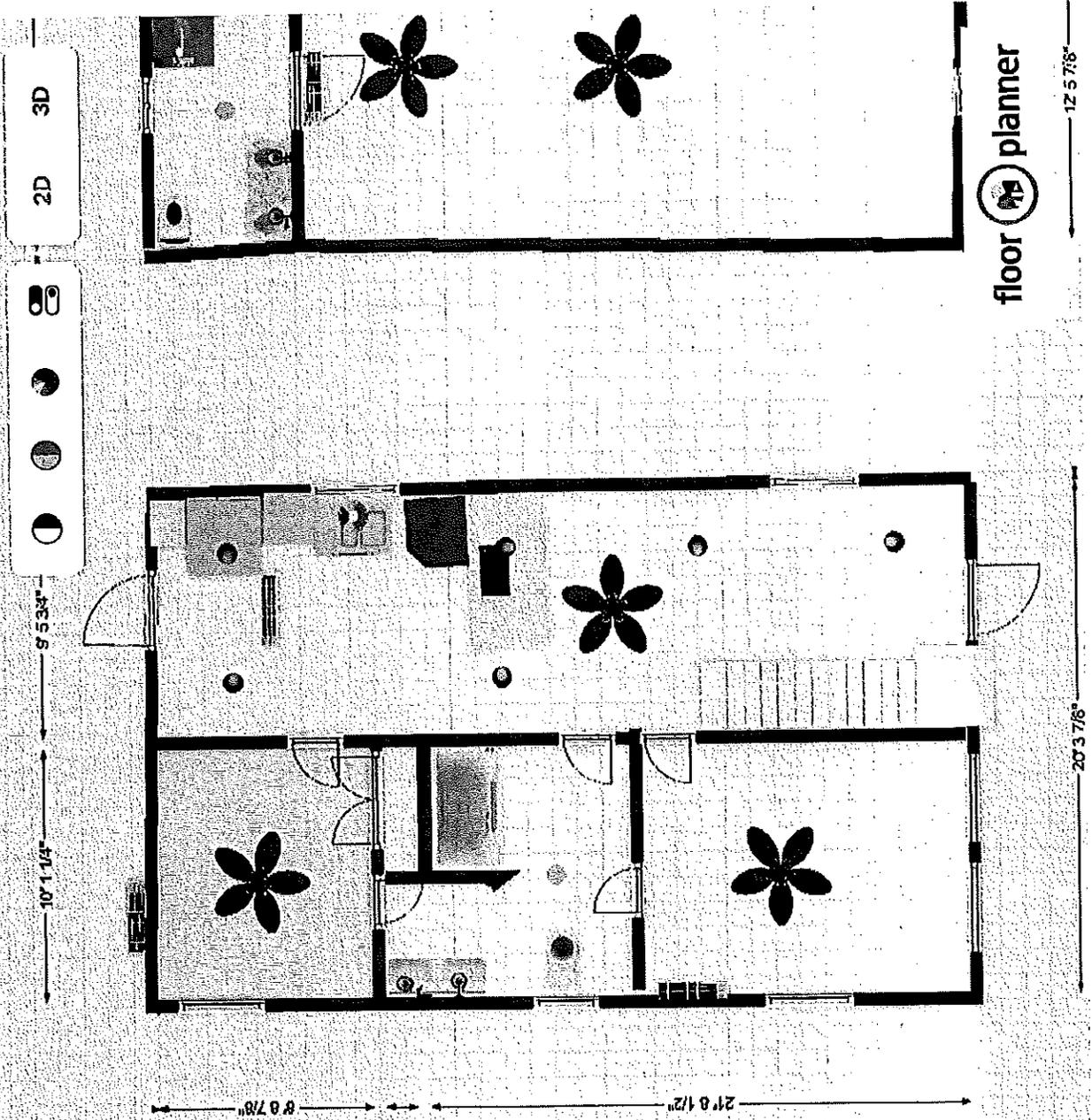
BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002594.

Grantee's Address:
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

INSTRUMENT #100002827
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 10, 2010 AT 11:57AM
\$32.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$16.25 LOCAL: \$16.25

BENJAMIN O. SCOTT, CLERK
RECORDED BY: HRC

3





Tyler Jackson

Good Morning,

Please see the following information concerning zoning requirements for the lots. The parcels are located in R-3, Two-Family Residence district, more information can be found [here](#). Please note that the duplex use is only allowed for parcels that meet the minimum lot dimensions, seen [here](#). You would, however, be able to build single-family as long as you meet the required minimum setbacks described below.

Property	Parcel ID	Zoning	*Dimensions	** Front Yard Setbacks	Rear Yard Setbacks	*** Side Yard Setback
4 Ross Court	031040035	R-3	33 x 66	35	25	3.3' each side
6 Ross Court	031040036	R-3	33 x 66	35	25	3.3' each side
9 Ross Court	031040045	R-3	41 x 66	35	25	4.1' each side
12 Ross Court	031040039	R-3	34 x 66	35	25	3.4' each side

*Since all of the lots are under the minimum dimensions for the district, any lots that are adjacent to one another (4 and 6 Ross Court), would be required to be combined into one parcel. Listed dimensions would need to be confirmed with a survey.

** The minimum front yard setback for R-3 is 35 feet, however, we do have an exception in Article 25, Section 3.3(5) that states that if 25% of the adjacent properties (within 400 feet) are found to have front yards less than required, then you are able to use the average of those dimensions as your minimum front yard setback. The specific dimensions would need to be confirmed by our zoning administrator.

*** For lots under 50 feet, the minimum side yard setback is 10% of the lot width or 3 feet, whichever is greater.

Let me know if you have any questions.

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

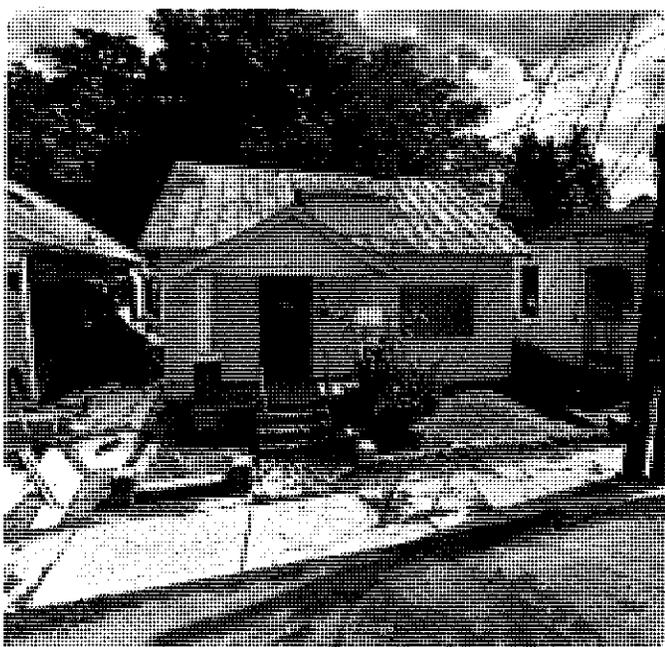
PROJECT BRIEF

Developer:	Daniel Smith Real Estate LLC
Project Address:	12 ROSS COURT
Assessed Value:	\$5,400.00
Offer Amount:	\$5,400.00
Percentage Offered:	100%

PROJECT DESCRIPTION:

A Single Family

PROPERTY PICTURE (TODAY)



**CITY OF PETERSBURG
REAL ESTATE PURCHASE AGREEMENT**

Assessed Value: \$5,400
Consideration: \$5,400
Tax Map No.: 031040039

This Residential Real Estate Purchase Agreement (the "Agreement") is dated April 5, 2025, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as a "Seller" and party of the first part, Daniel Smith Real Estate 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: **12 Ross Court, Tax Map Number: 031040039** and further described as (All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situated in the City of Petersburg, Virginia, fronting on the south side of Ross Court being shown and designated as Lot No. 14 on a certain plat of Ross Court made by R.D. Budd, C.E. dated April 19, 1918, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 91, at Page 45, EXCEPTING, however, a strip of land 8 feet wide along the extreme Southern end of said Lot No. 14, which said strip of land is expressly reserved for the purpose of a contiguous alley-way along the rear of other lots shown on said plat. BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, date April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002596.) 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) (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 and Forty Dollars (\$540) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed without warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

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

6. Termination Prior to Conclusion of Due Diligence Phase:

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

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

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

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

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

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

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

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

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

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

g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

8. Purchaser's Representations and Warranties:

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

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

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

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

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

responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

13. Condemnation: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

14. Notices: All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER: The City of Petersburg
March Altman, City Manager
135 North Union Street
Petersburg, VA 23803
(copy) The City of Petersburg
Anthony C. Williams, City Attorney
135 N. Union Street
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: Daniel Smith Real Estate LLC
Tanya Smith
7014 Tulane Ave
Richmond VA 23226
(804) 721-3045
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: _____

By: _____,

Title: _____

Date: _____

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

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.

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

PURCHASER: _____

By: _____, _____

Title: _____

Date: _____

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

0000 PAGE 0578

INST# 10-002028

Prepared By:

Harrell & Chambliss LLP
707 East Main Street, Suite 1000
Richmond, Virginia 23219

Consideration: \$41,250.00
~~Assessed Value: \$31,200.00~~

031040039
Map Ref. #: ~~031040039~~ (12 Ross Ct. Petersburg, VA 23224)

Title Underwriter: Lawyers Title Insurance Corporation

THIS DEED, made as of the 1st day of July, 2010, by TRINITY CAPITAL DEVELOPMENT, LLC, a Virginia limited liability company ("Grantor") and THE CITY OF PETERSBURG, VIRGINIA ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto Grantee, the real estate set forth and more particularly described in the attached Schedule A.

This conveyance is made subject, however, to any conditions, restrictions, and easements of record to the extent that they may be applicable to the property hereby conveyed and to such state of facts as would be shown by a current survey and inspection of the property.

[SEE NEXT PAGE FOR SIGNATURE]

WITNESS the following signature and seal:

TRINITY CAPITAL DEVELOPMENT, LLC

By: [Signature]

Title: President

STATE OF VIRGINIA

CITY OF Richmond; to-wit:

The foregoing deed was acknowledged before me on the 19th day of July, 2010 in my City and State aforesaid by Gracette Washington Young behalf of Trinity Capital Development, LLC.

My commission expires: October 31, 11; Notary Registration #: 280360

[Signature]
Notary Public



0580

SCHEDULE A

ALL that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situated in the City of Petersburg, Virginia, fronting on the south side of Ross Court being shown and designated as Lot No. 14 on a certain plat of Ross Court made by R.D. Budd, C.E. dated April 19, 1918, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 91, at Page 45, EXCEPTING, however, a strip of land 8 feet wide along the extreme Southern end of said Lot No. 14, which said strip of land is expressly reserved for the purpose of a contiguous alley-way along the rear of other lots shown on said plat.

BEING the same property conveyed to Trinity Capital Development, LLC, a Virginia limited liability company, by Deed of Gift from Grace Washington, dated April 16, 2008, and recorded June 19, 2008, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, as Instrument No. 0800002596.

Grantee's Address:
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

INSTRUMENT #100002028
RECORDED IN THE CLERK'S OFFICE OF
PETERSBURG ON
AUGUST 18, 2010 AT 11:59AM
\$41.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$20.75 LOCAL: \$20.75

BENJAMIN O. SCOTT, CLERK
RECORDED BY: WRG

2

Petersburg, Virginia

Parcel: 031040039

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg, VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	VA House District:	63
Property Address	12 ROSS CT Petersburg, VA	Congressional District:	4
Legal Acreage:	.052	City Ward:	5
Legal Description:	LOT 14 ROSS COURT PLAT34 X 66.25	Polling Place:	Tabernacle Baptist Church
Subdivision:	Ross Court	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/10/2010	\$0	2010/2028
	8/10/2010	\$44,000	10/2028

Assessments

Valuation as of	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Effective for Billing:	07/01/2021	07/01/2022	07/01/2023	07/01/2024	07/01/2025
Reassessment:					
Land Value	\$11,100	\$11,100	\$11,300		\$5,400
Improvement Value	\$	\$	\$		\$
Total Value:	\$11,100	\$11,100	\$11,300		\$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.

Petersburg, Virginia

Legend

-  City Boundary
-  Parcels

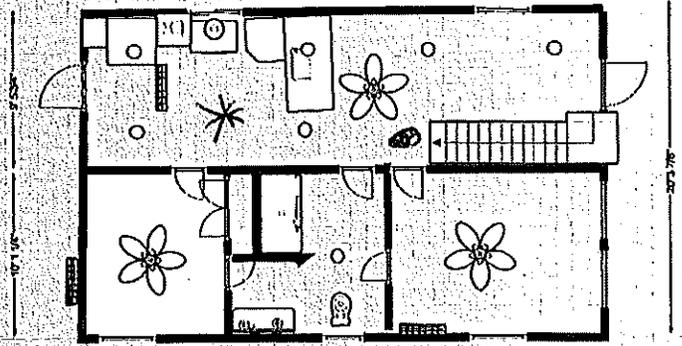
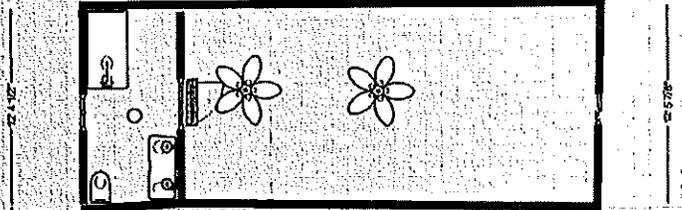


Parcel #: 031040039

Date: 4/25/2025

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.

32' 0 1/2"
32' 0 1/2"



21' 8 1/2"
21' 8 1/2"



Tyler Jackson

Good Morning,

Please see the following information concerning zoning requirements for the lots. The parcels are located in R-3, Two-Family Residence district, more information can be found [here](#). Please note that the duplex use is only allowed for parcels that meet the minimum lot dimensions, seen [here](#). You would, however, be able to build single-family as long as you meet the required minimum setbacks described below.

Property	Parcel ID	Zoning	*Dimensions	** Front Yard Setbacks	Rear Yard Setbacks	*** Side Yard Setback
4 Ross Court	031040035	R-3	33 x 66	35	25	3.3' each side
6 Ross Court	031040036	R-3	33 x 66	35	25	3.3' each side
9 Ross Court	031040045	R-3	41 x 66	35	25	4.1' each side
12 Ross Court	031040039	R-3	34 x 66	35	25	3.4' each side

*Since all of the lots are under the minimum dimensions for the district, any lots that are adjacent to one another (4 and 6 Ross Court), would be required to be combined into one parcel. Listed dimensions would need to be confirmed with a survey.

** The minimum front yard setback for R-3 is 35 feet, however, we do have an exception in Article 25, Section 3.3(5) that states that if 25% of the adjacent properties (within 400 feet) are found to have front yards less than required, then you are able to use the average of those dimensions as your minimum front yard setback. The specific dimensions would need to be confirmed by our zoning administrator.

*** For lots under 50 feet, the minimum side yard setback is 10% of the lot width or 3 feet, whichever is greater.

Let me know if you have any questions.

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

BUSINESS PLAN

Executive Summary

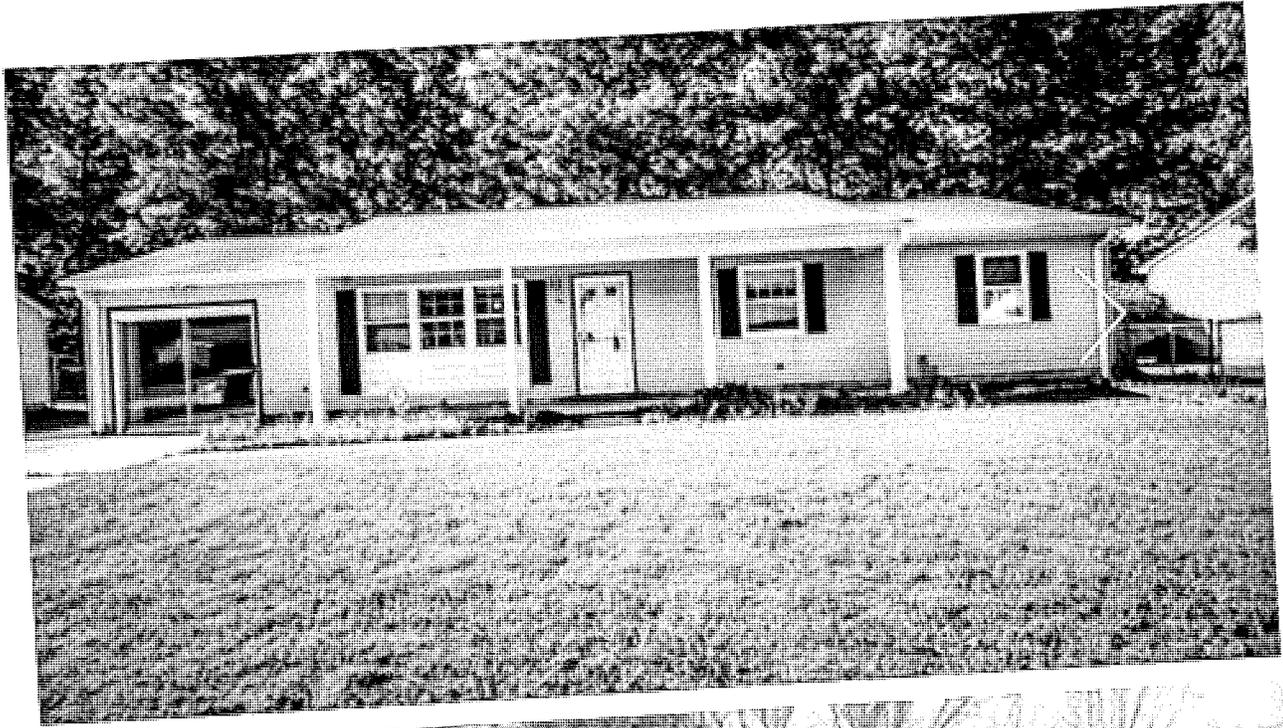
The parcel number 031040035 known as 4 Ross Court, parcel number 031040036 known as 6 Ross Court, parcel number 031040045 known as 9 Ross Court and parcel number 031040039 known as 12 Ross Court all identified as a City-owned real estate property.

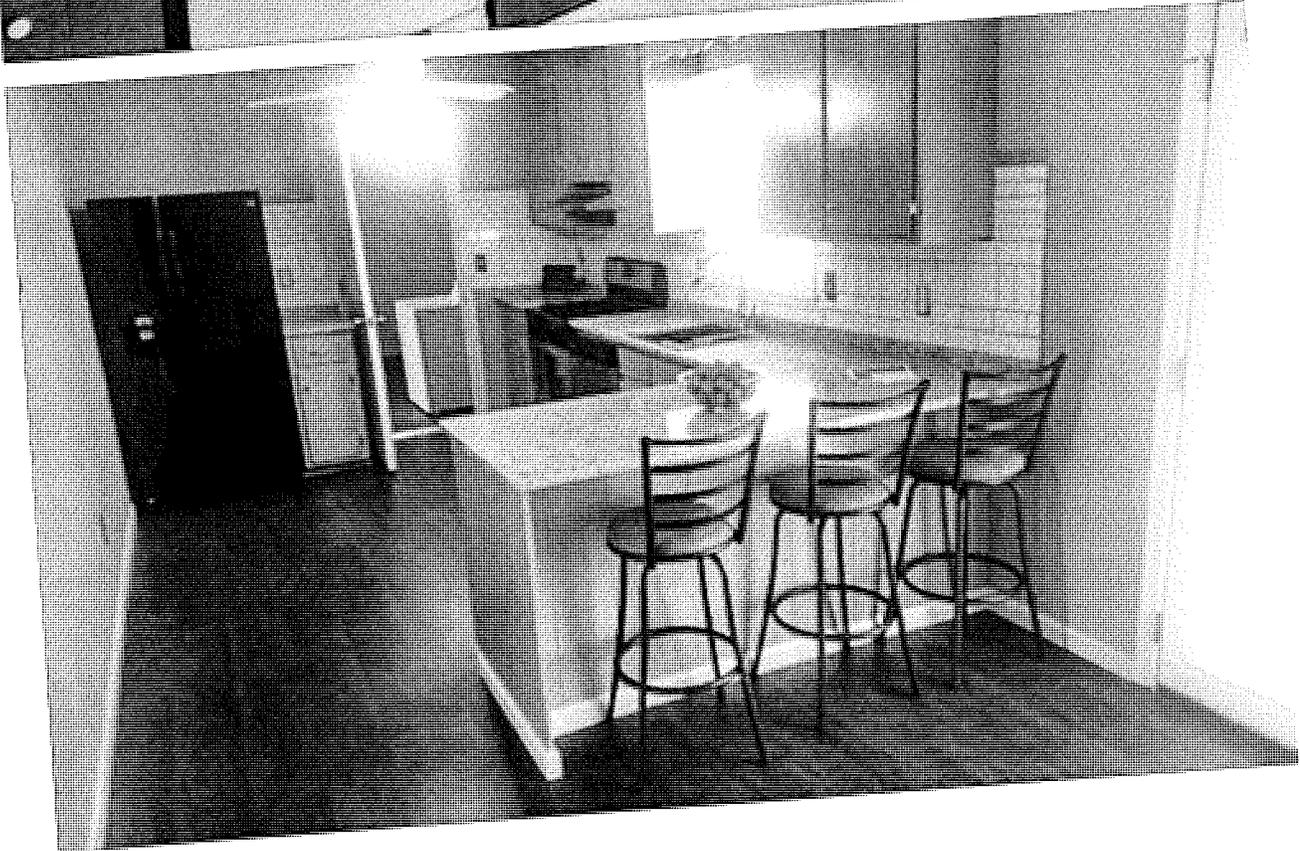
Daniel Smith Real Estate LLC would like to purchase the above parcel for a fair market value price and build a single-family dwelling. Daniel Smith Real Estate is the current owner of three properties on Ross Court. The vision of Daniel Smith Real Estate LLC is to see the potential in each piece of real estate. The purpose of Daniel Smith Real Estate is to walk into what some consider an ugly property, see the beauty, and then make that beauty come to fruition. One of the values of the company is to improve and make each property worth living in it for the people and the community it serves.

The City of Petersburg has a Comprehensive Plan. The Comprehensive Plan for the City of Petersburg intended to facilitate development and an Economic resurgence. This development and economic revival will come as The City turns its challenges into opportunities and capitalizes on its location, historical significance and rich history. The plan emphasizes the need for development in the Central Business District, revitalization and commercial corridors, while preserving the historic properties and neighborhoods that make the City unique. The residential property listed above is just outside of the Central Business District. The proposed use complies the current zoning of the property.

Company Description

Daniel Smith Real Estate LLC is a single member limited liability company established in 2022. Daniel Smith Real Estate is a minority and women owned business. The Owner, Tanya Smith has extensive history as a real estate investor with over 8 years of experience. She has personally purchased and renovated nine properties. Please see enclosed photos.



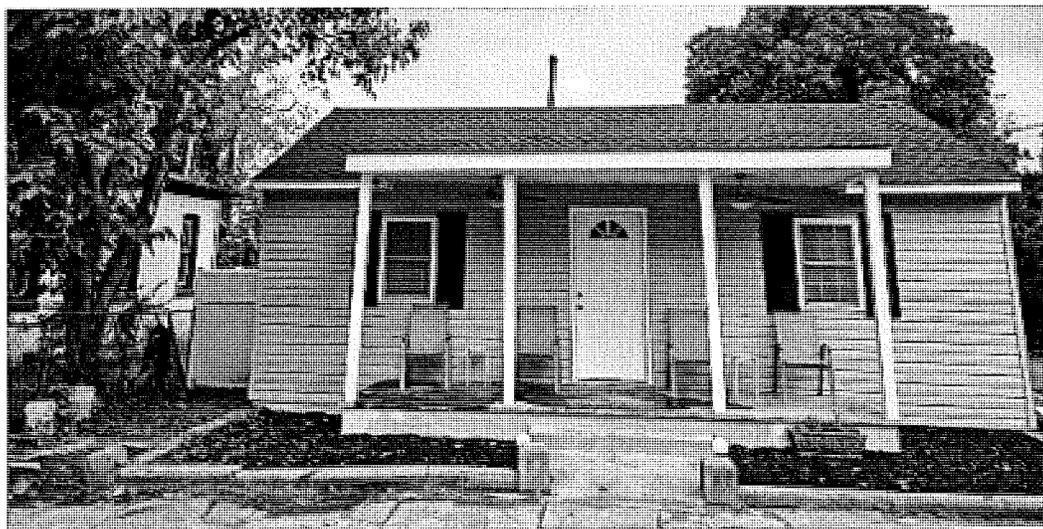


135 Slagle Ave



303 Grigg St





Market Analysis/Competitive Analysis

Ross Court has 11 single-family dwellings and 4 vacant lots. The total assessed value of the homes on this street is \$602,400 with the average being \$54,764. Home values continue to increase. Overall, in Petersburg, Virginia the average home value is \$181,543; that is a increase of 6.1% over the past year. The current assessment is of the land only value, adding a new construction dwelling would add value in assessment value therefore increase tax revenue for the City of Petersburg. In 2024, the rental prices were from \$159 to \$2995. The national average for rent is \$1751, the City of Petersburg's is \$1,289.

Organizational Structure

Daniel Smith Real Estate is a single member LLC registered with the state of Virginia. Please see enclosed picture of 7 Ross Court, recently renovated in 2023.

Project Funding

I am currently renovating 10 Ross Ct. Upon completion I will do a HELOC or a Business Loan to start the construction on the first parcel. After construction is completed on the first parcel, I will have paid the HELOC for my current portfolio therefore the funds will be available to start construction on the second parcel. After construction is complete on the second parcel, the HELOC will be paid off on the first parcel therefore funds will be available to begin construction on the third parcel.

SITE DEVELOPMENT PLAN

Timeline for Construction

Week 1-2: Permits

Week 3-6: Water Tap Connection/Sewer Tap Connection

Week 7-9: Groundbreaking/Site Excavation/Footings

Week 10-16: Foundation and Inspection

Week 17-21: Framing

Week 22-29: Mechanicals Plumbing, HVAC, Electrical and Inspection

Week 30-33: Roof and Insulation

Week 34-36: Siding/Drywall

Week 37-40: Flooring/Trim/Paint

Week 41-42: Exterior Facade

Week 43-44: Fixtures/Appliances/Interior Finish

Week 45: More Exterior Work-Driveways/Walkways/Doors

Week 46: Interior Clean Up

Week 47: Landscape Work

Week 48: Inspection

Week 49: Walk-Through/Review



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: William D'Aiuto

RE: **A Public Hearing for Consideration of an Ordinance to Approve Awarding a 1.5% One-Time Bonus (Approved by the Virginia General Assembly and Governor) to Employees of the City of Petersburg Department of Social Services**

PURPOSE: To approve the ordinance to allow for the one-time bonus

REASON: To review and approve the proposed ordinance to provide the state-approved one-time bonus to eligible city of Petersburg Department of Social Services Employees

RECOMMENDATION: Approve

BACKGROUND: The Virginia General Assembly and Governor approved funding in the 2024–2025 Appropriation Act (Item 469 #1c) for all state employees and certain state-supported local employees, including Local Departments of Social Services.

COST TO CITY: \$9,619.94

BUDGETED ITEM: \$62,064.11

REVENUE TO CITY: \$52,444.17 (already allocated)

CITY COUNCIL HEARING DATE: 9/16/2025

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Petersburg Department of Social Services

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: No relationship to existing ordinance

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. DSS_Bonus_Briefing_Sheet (1)
2. DSS_Bonus_Ordinance (1)
3. Final Update Letter to LDSS Mid May 2025 - 05.13.2024 FINAL (3)
4. DSS_Bonus_Ordinance_Presentation_Final

Ordinance to Approve Awarding the State-Approved 1.5% Bonus

Per § 15.2-1508, Code of Virginia

Presenter: William D'Aiuto, Director of Social
Services

Background

Virginia General Assembly & Governor approved bonus funding in 2024–2025 Appropriation Act (Item 469 #1c)



Covers state employees & state-supported local DSS staff



Bonus: 1.5% of base salary, one-time payment

Fiscal Impact

Total Cost:
\$62,064.11

State Funding:
\$52,444.17
(already allocated)

City Match
(15.5%): \$9,619.94

No additional
General Fund
appropriation
required

Recommendation

Ordinance adoption required before payment

Eligible: DSS staff employed with our department prior to July 1, 2025

Timing: Payment issued this fiscal year upon adoption

Recommendation: Adopt ordinance to allow the bonus to be awarded

CITY OF PETERSBURG

ORDINANCE NO. [XXXX]

AN ORDINANCE AUTHORIZING A ONE-TIME BONUS FOR ELIGIBLE EMPLOYEES OF THE PETERSBURG DEPARTMENT OF SOCIAL SERVICES

WHEREAS, during the 2024–2025 biennium budget process, the Virginia General Assembly and the Governor approved funding for a one-time bonus for all state employees and certain state-supported local entities, including Local Departments of Social Services, as set forth in the Appropriation Act (Item 469 #1c); and

WHEREAS, the Appropriation Act provides that eligible state-supported local employees, including local social services staff, shall receive a one-time bonus of 1.5% of base salary, with funding provided by the Commonwealth and a required local match; and

WHEREAS, pursuant to § 15.2-1508 of the Code of Virginia, no bonus may be paid to employees of a locality without the governing body first adopting an ordinance authorizing such payment; and

WHEREAS, the total cost to implement the bonus for eligible Petersburg Department of Social Services employees is \$62,064.11, of which the City’s mandated local match is \$9,619.94 (15.5%), with the balance funded by the Commonwealth; and

WHEREAS, no additional appropriation from the City’s General Fund will be required beyond the mandated local match, as state funding has already been allocated for this purpose;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PETERSBURG:

1. That a one-time, non-recurring bonus in the amount authorized by the Commonwealth, equivalent to 1.5% of base salary as of the eligibility date established by the Appropriation Act, shall be paid to all eligible employees (employed on or before July 1, 2025) of the Petersburg Department of Social Services.
2. That payment of said bonus shall be made in accordance with applicable state guidelines and funding provisions, and shall be issued in a single payment during the current fiscal year.
3. That this ordinance shall be effective immediately upon adoption.

Adopted: [Insert Date]

Mayor: _____

City Clerk: _____

City of Petersburg – Council Briefing Sheet

Subject: One-Time Bonus for Eligible Department of Social Services Employees

Meeting Date: September 16th, 2025

Presenter: William D’Aiuto, Director of Social Services

Summary

- Action Requested: Adopt ordinance authorizing a one-time bonus for eligible DSS employees, as required by § 15.2-1508, Code of Virginia.
- Reason: The Virginia General Assembly and Governor approved funding in the 2024–2025 Appropriation Act (Item 469 #1c) for all state employees and certain state-supported local employees, including Local Departments of Social Services.
- Purpose: Statewide initiative to support and retain public service employees.

Fiscal Impact

- Total Cost: **\$62,064.11**
- City’s Required Match **(15.5%): \$9,619.94**
- State Funding: \$52,444.17 (already allocated)
- **No additional General Fund appropriation required beyond the mandated match.**

Key Points for Council Members

- This is state-approved and funded, with only a minimal required local match.
- Legally required ordinance before bonuses can be issued (Code of Virginia § 15.2-1508).
- Eligible employees: All DSS staff meeting the state’s designated eligibility date (Must be employed as of July 1, 2025).
- Bonus amount: 1.5% of base salary, one-time payment.
- Timing: Payment issued in current fiscal year upon ordinance adoption.

Recommendation

Adopt the ordinance authorizing the one-time bonus for eligible DSS employees so the City can distribute the state-allocated funding promptly and in compliance with Virginia law regarding awarding bonuses to local government employees (§ 15.2-1508, Code of Virginia).



COMMONWEALTH of VIRGINIA

DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM

To: Local Departments of Social Services

From: Ida Witherspoon, Chief Financial Officer
Debbie Larsen, Budget Director

Re: FY 2026 Final Local Budget Allocations

Date: May 13, 2025

The Appropriation Act for the FY 2025 - FY 2026 biennium, Chapter 725, was signed by the Governor on May 2, 2025. The preliminary local budget allocations issued on May 1, 2025, are consistent with Chapter 725, therefore, the FY 2026 allocations and guidance issued in May should be considered **FINAL**.

Local Bonus

The bonus allocations that were provided May 1, 2025, were based on our estimate of the bonus funding that the Department would receive. We recently received notification from the Department of Planning and Budget of the actual amount of general funds that will be received for the local department bonus, and it is in line with our estimate. Therefore, the bonus allocations provided are correct based on the funding received.

We realize that not all local departments will provide a bonus, and our intention is to reallocate the bonus funds recouped from those local departments. Once recouped, funding will be reallocated based on bonus expenditures recorded in LASER in the applicable bonus account code (**51131** Salaries and Wages-Bonuses and Incentives). Please refer to Section 4.30 of the Finance Guidelines Manual for Local Departments of Social Services for the account code descriptions.

The bonus is limited to 1.5 percent for full-time staff and must be paid in FY 2026. Localities have until October 20, 2025, to submit the FY 2026 Local Government Bonus Certification form indicating whether or not they will provide the bonus. Available funding will be reallocated at that time.

****Localities who are planning on providing the bonus and will need additional funding should submit the certification form as soon as possible. If you know your locality will not be providing a bonus, we ask that you return the certification form as soon as possible as well so the funding can be reallocated.**

Year End Close

As a reminder, BRS will close for FY 2025 at 5:00 pm on Friday, June 6, 2025. All budget requests for FY 2025 must be submitted via BRS no later than 5:00 pm on June 6, 2025. LASER will close for FY 2025 on Tuesday, June 10, 2025, at 7:00 pm.

LASER is scheduled to re-open for FY 2026 on Tuesday, June 17, 2025. Requested adjustments to FY 2026 allocations may be made via BRS at that time.

If you have any questions, please contact Budget Analysts Sandra Avery (804) 726-7251 (Sandra.avery@dss.virginia.gov) or **Stephanie** Davis (804) 325-8486 (stephanie.b.davis@dss.virginia.gov).

Finance Monthly Update

September 16, 2025



DEPARTMENT OF FINANCE

AGENDA

Budget to Actuals



BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 8.31.2025: 16% of YR Completed	Remaining Budget Balance	% of Budget Expended
CITY COUNCIL	362,216	27,437	334,779	7.57%
CITY CLERK	418,563	40,047	378,516	9.57%
CITY MANAGER	1,120,183	369,069	751,114	32.95%
CITY ATTORNEY	511,900	65,774	446,126	12.85%
HUMAN RESOURCES	1,233,781	209,813	1,023,968	17.01%
COMMISSIONER OF REVENUE	494,408	95,087	399,321	19.23%
ASSESSOR	683,469	120,265	563,204	17.60%
CITY TREASURER	415,964	134,358	281,606	32.30%
FINANCE	1,142,027	147,079	994,948	12.88%
CUSTOMER CARE & COLLECTIONS	900,283	122,235	778,048	13.58%
INFORMATION TECHNOLOGY	1,331,238	263,510	1,067,728	19.79%
PROCUREMENT	356,476	43,548	312,928	12.22%
REGISTRAR	657,371	95,428	561,943	14.52%
CIRCUIT CT. JUDGES & ADMIN	96,667	17,638	79,029	18.25%
GENERAL DISTRICT COURT	79,400	44	79,356	0.06%
MAGISTRATES	3,000	0	3,000	0.00%
JUVENILE & DOMESTIC RELATIONS	8,750	209	8,541	2.39%



BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 8.31.2025: 16% of YR Completed	Remaining Budget Balance	% of Budget Expended
CLERK of the CIRCUIT COURT	1,093,879	183,118	910,761	16.74%
SHERIFF	2,251,115	503,500	1,747,615	22.37%
COMMONWEALTH ATTORNEY	1,809,675	369,910	1,439,765	20.44%
VICTIM WITNESS - CITY	26,286	665	25,621	2.53%
POLICE DEPARTMENT	10,679,312	1,940,036	8,739,276	18.17%
911 EMERGENCY COMMUNICATIONS	2,010,963	217,267	1,793,696	10.80%
FIRE DEPARTMENT	9,777,976	1,836,993	7,940,983	18.79%
REGIONAL JAIL SERVICE	3,546,522	337,012	3,209,510	9.50%
11th DISTRICT COURT	114,827	24,644	90,183	21.46%
VJCCA SUB-TOTAL	253,830	37,485	216,345	14.77%
CODE ENFORCEMENT	1,362,061	247,885	1,114,176	18.20%
ANIMAL CONTROL	334,714	39,113	295,601	11.69%
ENGINEERING	1,316,511	89,226	1,227,285	6.78%
REFUSE COLLECTION	2,394,000	83,455	2,310,545	3.49%
GROUNDS	1,433,192	148,305	1,284,887	10.35%
FACILITIES MANAGEMENT	3,354,128	408,695	2,945,433	12.18%
CPO CENTER/VCRC	106,416	11,400	95,016	10.71%



BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 8.31.2025: 16% of YR Completed	Remaining Budget Balance	% of Budget Expended
SOCIAL SERVICES	11,589,663	1,887,020	9,702,643	16.28%
CHILDREN'S SERVICES ACT	4,477,855	906,113	3,571,742	20.24%
TRANSFER TO SCHOOLS	12,977,018	2,111,541	10,865,477	16.27%
RECREATION & LEISURE SERVICES	913,237	215,486	697,751	23.60%
CEMETERIES	82,013	7,730	74,283	9.43%
TURF MANAGEMENT	467,850	110,887	356,963	23.70%
GOV'T RELATIONS	1,316,540	66,692	1,249,848	5.07%
PUBLIC LIBRARY	1,487,380	253,170	1,234,210	17.02%
PLANNING	891,713	182,723	708,990	20.49%
ECONOMIC DEVELOPMENT	564,423	87,700	476,723	15.54%
NON-DEPARTMENTAL	9,914,828	2,000,732	7,914,096	20.18%
DEBT SERVICE	7,295,881	-11,680	7,307,561	-0.16%
TRANSFER TO OTHER FUNDS	3,169,286	3,169,286	0	100.00%
TOTALS	106,947,573	19,230,885	87,716,688	17.98%



BUDGET TO ACTUALS

Fund/Department	FY26 BUDGET	Expended Thru 8.31.2025: 16% of YR Completed	Remaining Budget Balance	% of Budget Expended
STREETS				
Streets Operations Sub-Total	10,641,039	906,262	9,734,777	8.52%
PUBLIC UTILITIES				
Wastewater Sub-Total	7,822,614	1,181,342	6,641,272	15.10%
Water Sub-Total	8,052,005	717,294	7,334,711	8.91%
TOTAL PUBLIC UTILITIES FUND	15,874,619	1,898,636	13,975,983	11.96%
STORMWATER				
Stormwater Services Sub-Total	1,410,564	96,664	1,313,900	6.85%
DOGWOOD				
Dogwood Golf Sub-Total	1,515,186	219,745	1,295,441	14.50%
MASS TRANSIT				
Paratransit Sub-Total	301,016	59,065	241,951	19.62%
State/Projects Sub-Total	824,888	18,195	806,693	2.21%
Administration Sub-Total	4,486,581	700,000	3,786,581	15.60%
Maintenance Sub-Total	907,397	193,215	714,182	21.29%
TOTAL MASS TRANSIT FUND	6,519,882	970,474	5,549,408	14.88%





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Adoption of Resolution in Support of the Appomattox River Trail - Rail Crossing Transportation Alternative Project**

PURPOSE: To adopt a resolution in support of an application for Transportation Alternative Project (TAP) Grant funding for the the Appomattox River Trail - Rail Crossing project

REASON: This multi-use trail will fill in a gap and create a formal railroad crossing between two Appomattox River Trail segments with existing funding.

RECOMMENDATION: Approval

BACKGROUND: This project is an approximately 1,600 linear foot multi-use trail in the City of Petersburg along Joseph Jenkins Roberts Street and River Street. Included is the improvement of the existing pedestrian crossing on the east side of the railroad intersection and installing a new shared use path along the north side of Joseph Jenkins Roberts Street.

COST TO CITY: 20% Match of Project Cost

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 - ART Rail Crossing

2. Project Sketch

RESOLUTION # _____

A RESOLUTION FOR THE COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA
AS AN ENDORSEMENT OF THE APPOMATTOX RIVER TRAIL – RAIL CROSSING
TRANSPORTATION ALTERNATIVE PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project in the City of Petersburg.

NOW, THEREFORE, BE IT RESOLVED, that the City of Petersburg requests the Commonwealth Transportation Board to establish a project for the construction of the Appomattox River Trail – Rail Crossing project.

BE IT FURTHER RESOLVED THAT: The City of Petersburg hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of this project in accordance with the project financial documents subject to appropriation.

BE IT FURTHER RESOLVED THAT: The City of Petersburg hereby agrees to enter into a project administration agreement with VDOT and provide the necessary oversight to ensure the project is developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the project.

BE IT FURTHER RESOLVED THAT: The City of Petersburg will be responsible for maintenance and operating costs of the facility as constructed unless other arrangements have been made with VDOT.

BE IT FURTHER RESOLVED THAT: If the City of Petersburg subsequently elects to cancel the project, the City of Petersburg hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The City of Petersburg also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.

BE IT FURTHER RESOLVED THAT: The Council of the City of Petersburg hereby grants authority for the City Manager to apply for funds and execute project administration agreements, as well as other documents necessary for approved projects.

Adopted: _____

Attest: _____
Clerk *Mayor*

In my capacity as the duly appointed Clerk of the City of Petersburg, I hereby certify that Resolution # _____ which is hereto attached, was adopted at a duly called and constituted meeting of the City of Petersburg held at the Petersburg Public Library, 201 West Washington Street on September 16, 2025. Said meeting was called to order by Mayor Samuel Parham at 5:00 p.m. with the following members present who remained in attendance throughout and constituted a quorum:

The Council of the City of Petersburg voted unanimously to adopt attached Resolution # _____.

Given under my hand this _____ day of _____.

Clerk

STATE OF VIRGINIA
CITY OF PETERSBURG

Attested Photocopy:

On this _____ day of _____, I _____, attest that the preceding document is a true, exact. Complete and unaltered photocopy made by me of Resolution # _____.

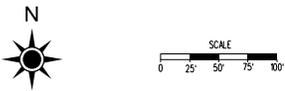
Clerk

Petersburg Shared Use Path Option 3

Project Location



North Arrow & Scale



Legend

	Proposed Asphalt Reconstruction		Existing Right of Way / Property Line
	Proposed Shared Use Path		Proposed Right of Way Line
	Proposed Sidewalk		Proposed Permanent Drainage Easement
	Reuse/Reset Cobblestone		Proposed Temp. Construction Easement
	Sidewalk Removal		Proposed Limits of Construction - Cut
	Proposed Inlet		Proposed Limits of Construction - Fill
	Proposed Pipe		Existing Pipe (Approximate Location)



Petersburg RSG Shared Use Path
Petersburg, Virginia

State Project Number
UPC xxxxx
Federal Project Number

These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way. Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans.

Imagery Courtesy of the Commonwealth of Virginia copyright 2009/2010.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 16, 2025

TO: The Honorable Mayor and Members of City Council

THROUGH: Jared Crews, Manager of Planning and Community Development

FROM: March Altman, Jr.

RE: **Adoption of Resolution in Support of the Appomattox River Trail - Grove Avenue Transportation Alternative Project**

PURPOSE: To adopt a resolution in support of an application for Transportation Alternative Project (TAP) Grant funding for the the Appomattox River Trail - Grove Avenue project

REASON: This portion of the trail from Squaw Alley to the Peter Jones Trading Station down Grove Avenue will connect to Patton Park, which will be the start/end point of the Fall Line Trail. This segment would tie into two funded portions of the trail awarded Smart Scale to the east and west.

RECOMMENDATION: Approval

BACKGROUND: This project is to complete a .4 mile bicycle-pedestrian multi-use trail along Grove Avenue from Squaw Alley to the Peter Jones Trading Station.

COST TO CITY: 20% Match of Project Cost

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 - Grove Ave
2. Project Rendering

RESOLUTION # _____

A RESOLUTION FOR THE COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA
AS AN ENDORSEMENT OF THE APPOMATTOX RIVER TRAIL – GROVE AVENUE
TRANSPORTATION ALTERNATIVE PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project in the City of Petersburg.

NOW, THEREFORE, BE IT RESOLVED, that the City of Petersburg requests the Commonwealth Transportation Board to establish a project for the construction of the Appomattox River Trail – Grove Avenue project.

BE IT FURTHER RESOLVED THAT: The City of Petersburg hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of this project in accordance with the project financial documents subject to appropriation.

BE IT FURTHER RESOLVED THAT: The City of Petersburg hereby agrees to enter into a project administration agreement with VDOT and provide the necessary oversight to ensure the project is developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the project.

BE IT FURTHER RESOLVED THAT: The City of Petersburg will be responsible for maintenance and operating costs of the facility as constructed unless other arrangements have been made with VDOT.

BE IT FURTHER RESOLVED THAT: If the City of Petersburg subsequently elects to cancel the project, the City of Petersburg hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The City of Petersburg also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.

BE IT FURTHER RESOLVED THAT: The Council of the City of Petersburg hereby grants authority for the City Manager to apply for funds and execute project administration agreements, as well as other documents necessary for approved projects.

Adopted: _____

Attest: _____
Clerk *Mayor*

In my capacity as the duly appointed Clerk of the City of Petersburg, I hereby certify that Resolution #_____ which is hereto attached, was adopted at a duly called and constituted meeting of the City of Petersburg held at the Petersburg Public Library, 201 West Washington Street on September 16,2025. Said meeting was called to order by Mayor Samuel Parham at 5:00 p.m._ with the following members present who remained in attendance throughout and constituted a quorum:

The Council of the City of Petersburg voted unanimously to adopt attached Resolution #_ _____.

Given under my hand this _____ day of _____.

Clerk

STATE OF VIRGINIA
CITY OF PETERSBURG

Attested Photocopy:

On this _____ day of _____, I _____, attest that the preceding document is a true, exact. Complete and unaltered photocopy made by me of Resolution #_____.

Clerk

Sample Rendering



Appomattox River Trail Route – Included a look at feasibility – See Appendix F -

<https://www.craterpdc.org/environment/documents/AppRiverPlan2017/ART%20Master%20Plan%20Part%20I-Appendices%20A-F%20-Final-Final-4-9-2017.pdf>

