City of Petersburg
Virginia

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City Council

Samuel Parham, Mayor – Ward 3
John A. Hart, Sr., Vice-Mayor– Ward 7
Treska Wilson-Smith, Councilor – Ward 1
Darrin Hill, Councilor – Ward 2
Charlie Cuthbert, Councilor – Ward 4
W. Howard Myers, Councilor– Ward 5
Annette Smith-Lee, Councilor – Ward 6

Agenda

February 4, 2020
Union Train Station
103 River Street
6:30 p.m.

City Manager
Aretha R. Ferrell-Benavides

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1. **Roll Call**

2. **Prayer**

3. **Closed Session**

4. **Moment of Silence**

5. **Pledge of Allegiance**

6. **Determination of the Presence of a Quorum**

7. **Proclamations/Recognitions**
   a. Proclamation recognizing the week of February 9-15 as National FBLA-PBL Week.

8. **Reports/Responses to Previous Public Information Period**

9. **Communications/special reports**
   a. City Treasurer Report – Kenneth Pritchett, City Treasurer
   b. City Assessor Report – Brian Gordineer, AAS, City Assessor (No Report)
   c. City Manager Report – Aretha R. Ferrell-Benavides, City Manager (Written Report Only)
   d. Financial Report/Budget Update – Robert Floyd
   e. Legislative Update – Reginald Tabor
   f. Water Quality Update – Andrew Barnes

10. **Consent Agenda (to include minutes of previous meeting/s):**
    a. Minutes of the Regular City Council Meeting of January 21, 2020.
    b. ABC Application for Sindhi Brothers Inc., located at 1500 E. Washington Street.
    c. Supplemental appropriations for Community Corrections - $1,959.00 – (1st reading).

d. Appropriation for Virginia Department of Emergency Management – Radiological Preparedness Grant - $1,830.00 – (1st reading).
e. Appropriation for Jarratt House project funding - $20,000.00 – (1st reading).
f. A request for a public hearing to consider an ordinance authorizing the sale of 1000 diamond Street.
g. A request for a public hearing to consider an ordinance authorizing the sale of 709 Ann St; 1200 Baylors Ln; 741,742 Blick St; 109 Burch St N; 436, 469 Byrne St; 1118 Chestnut St; 127 Dunlop St S; 1004 Farmer St; 708 Federal St; 735, 808, 811 Halifax St; 449, 615, 627, 716, 724, 723-25 Harding St; 334 Harrison St; 1022 High Pearl St; 516, 522 Hinton St; 706 Independence Ave; 115 Jolley Alley; 206, 215, 751, 803, 804, 808, 809, 829, 839-41 Jones St S; 126, 135, 202, 204 Kentucky Ave, 230 Kentucky Ave Rear, 716, 708-10, 712-14 Kirkham St; 650 Lawrence St; 205 Maple Ln; 340Mistletoe St; 742, 746 Mount Airy St; 244 New St; 101 North Blvd; 52, 105, 249 North Carolina Ave; 612 Pegram St; 852 Rome St; 802 Rosemont St; 4, 6, 9, 12 Ross Ct; 322, 328, 408, 604 Shore St; 813 St. James St; 300, 500 St. John St; 246 St. Luke St; 151, 152, 521, 535 St. Mark St; 415, 517 St. Matthew St; 725 Sterling St; 980 Sycamore St; 151, 201 Virginia Ave; 539 Washington St W; 519 RE Washington St. W; 704, 706, 710 Wesley St; 323, 425, 715, 731 West St S; 919 Wythe St W.

11. Official Public Hearings:

a. A public hearing request of Equity Plus, LLC to rezone the property from A (Agricultural) District to a PUD (Planned Unit Development) District to allow a residential subdivision of 168 single family dwellings. The property address is 2557 North Stedman Drive, T.P. 036-09-0001.
b. A public hearing upon request of John Ruffin (Clearfield MMG, Inc.) to construct and operate a Waste Disposal Solution Facility. The property is zoned M-2. The property address is 2851 Frontage Road, T.P. 064-03-0006. The property is being subdivided to create an 8 acre parcel for development.
c. A public hearing to amend the Commercial Property Assessed Clean Energy (C-Pace) ordinance.
d. A public hearing to endorse a proposed tourism development project, and to authorize other actions consistent with Virginia Tourism Gap Financing.
e. A request for a public hearing to consider an ordinance authorizing the sale of 602 Commerce Street.

12. 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**

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

a. Consideration of reappointment /appointment to the Planning Commission.

14. Items removed from consent agenda

15. Unfinished Business

16. New Business

a. Proposed amendments to the Rules of Council

17. City Manager's Agenda

18. Business or reports from the Clerk

19. Business or reports from the City Attorney

20. Adjournment

Office of The Mayor

PETERSBURG VIRGINIA

Proclamation

WHEREAS, Future Business Leaders of America-Phi Beta Lambda is a nonprofit educational organization whose first chapter was established in Johnson City, Tennessee, in 1942; and

WHEREAS, this organization has grown now to encompass over 250,000 members and advisers nationwide in middle schools, high schools, colleges, universities, career and technical schools, and private business schools; and

WHEREAS, FBLA-PBL inspires and prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences; and

WHEREAS, members perform community service activities and strive to build a student's understanding of the realities of the modern business world ; and

WHEREAS, FBLA teaches high school students basic business and leadership principles; and PBL helps university, college, technical, and business school students to make the transition from school to work;

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

February 9-15

As

"NATIONAL FBLA-PBL WEEK"

in the City of Petersburg.

Dated: February 4, 2020

Mayor

ATTEST:

Clerk of Council

January 21st City Council Meeting Q&A Follow-up

February 4th, 2019

1. **Q. Can we get a plan from the police department regarding crime within the City and how we plan to reduce crime? Councilmember Wilson-Smith**
   a. During the meeting the City Manager pledged to work with Chief Miller to bring back a plan to City Council. Chief Miller will present a plan during the first meeting in March.

2. **Q. There are serious issues with water billing and collections. What steps are being taken to ensure bills are accurate and a plan of action moving forward to correct issue. Councilmember Wilson-Smith**
   a. We have made great strides in reducing our error rates. Collection has been a challenge, but overall, we are seeing an increase in collection rates. During the meeting the City Manager introduced the new Billing & Collections Manager, Mr. Monte Evans and planned to bring back a plan of action for the department, including observations and recommendations for continuous improvement at the February 18th meeting.

3. **Q. At some point we set aside $250,000 for the public library contingent upon funding. When will we know if that is available? Councilmember Cuthbert**
   a. At the August 12, 2019 Council meeting Mayor Parham made a motion that anything past $1 million-dollar should go into our capital fund to support the library expansion of the auditorium up to $250,000 (FY19/20 budget). The motion was seconded by Council Member Hill. There was discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Smith-Lee, Wilson-Smith, Myers, Hill, Hart and Parham.

      Based on the motion, the City Attorney interprets the motion to direct that such surplus funds be placed "in our capital fund" it does not direct a donation or "release of funds to the Foundation". If the funds are to be expended or donated to the Board (as indicated in the letter) rather than simply earmarked for prospective future use by the City (as the Motion reads), then it would require an Ordinance after public hearing per 15.2-2507 of the Code of Virginia and Article 7 Section 7 of the Virginia Constitution. This would occur after the $1M reserve was confirmed after the completion of the FY19/20 CAFR.

4. **Q. What are we going to do about our old historic buildings that we need to preserve. Can we get a list of these buildings and plan for what we need to do? Councilmember Wilson-Smith**
   a. Staff from Capital Improvement and General Services are preparing a summary report of facilities for City Council's review by February 18th.

5. **Q. What is the status of the Battlefield Park and dog park? I am waiting on feedback from Mr. Tabor on this item. Councilmember Wilson-Smith**
    a. There are some concerns with the proposed location and staff is exploring alternative options for the location of the dog park.

6. **Will the water at Wilcox Lake be turned back on in time for the Spring? Councilmember Wilson-Smith**
    a. No water services will be provided without an active account.

City of Petersburg

Office of the City Manager
135 North Union Street
Petersburg, Virginia 23803

(804) 733-2301

MEMORANDUM

Date: February 4, 2020

To: Honorable Mayor and Members of City Council

From: Aretha R. Ferrell-Benavides, City Manager

Subject: **City Manager's Report – February 4, 2020**

Budget and Procurement

- GovDeals has assisted in selling $135,377.68 in City assets from 7/1/2019 – 1/23/2020.
- Currently in the beginning stages of meeting with departments concerning development of FY 2020-21 budget.
- Preparing for March as National Procurement Month

Public Safety

- Citizens Police Academy will begin on February 5th
- Weight enforcement on heavy capacity vehicles has begun with certified officers.
- Operation No Guns, Safe Streets 2020: 37 illegal guns removed
- Inoperative vehicles: 16 towed, 67 tagged.

Public Works

- Traffic Signal tech. worked on repairing all light fixtures at entrance and court at Centre Hill.
- The sign shop is continuing to repair and replace street name signs, traffic signs and u-channel post on city streets.
- Changed 2 Pedestrian Crossing signs on Halifax St. in front of Tabernacle Baptist Church. Installed 8 Towing Enforced signs at N. Sycamore @ E. Tabb St.
- Installed 30 min Parking/Towing enforced signs at W. Tabb @ N. Union St. Numbered parking spaces at Fire Admin. Parking lot.
- W. Tabb St. was closed b/w N. Union St. and N. Sycamore St. on 1/28/20 and 1/29/20 for sidewalk repairs.

Public Utilities

- Requisitions have been submitted to Budget and Procurement for the purchase of 221 cubic ft. meters for the Meter Replacement Program.
- Meters converted from cubic ft. meters to gallon meters

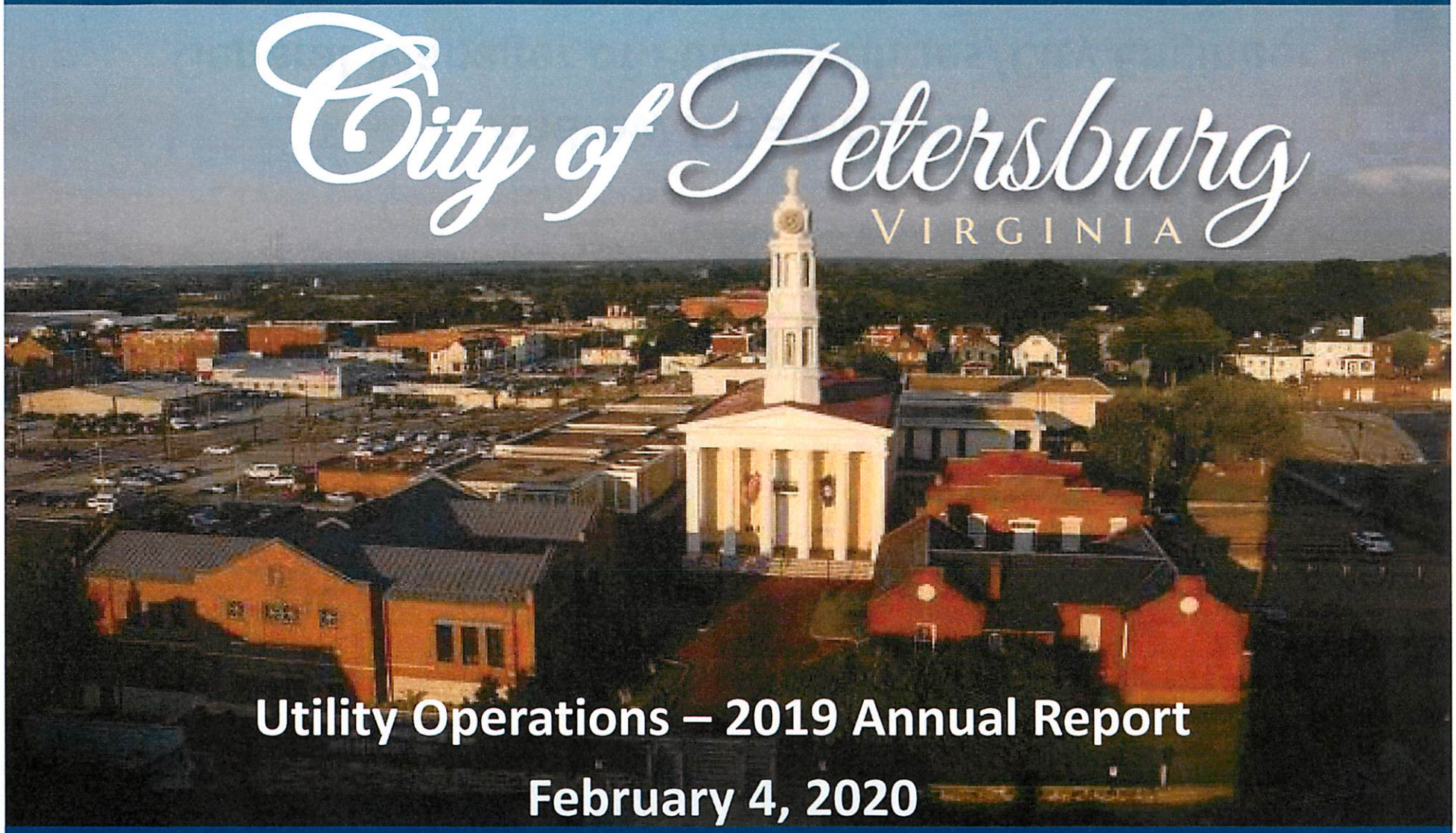
- FY 19: 315
- FY 20 *(07/01/2019 – 01/22/2020)*: 142

- FY 20 *(as of 01/22/2020)* Cut-Offs – 718
  - July – 84
  - August – 40
  - September – 45
  - October – 175
  - November – 84
  - December – 129
  - January - 161

Petersburg Area Transit

- PAT has recently completed its Transportation Development Plan which includes new recommended routes. Transit will be bringing the plan to City Council for approval.
- PAT is in the process of completing its Fiscal Year 2021 grant with the Department of Transportation.

The Department of Public Works and Utilities



Utility Operations – 2019 Annual Report

February 4, 2020

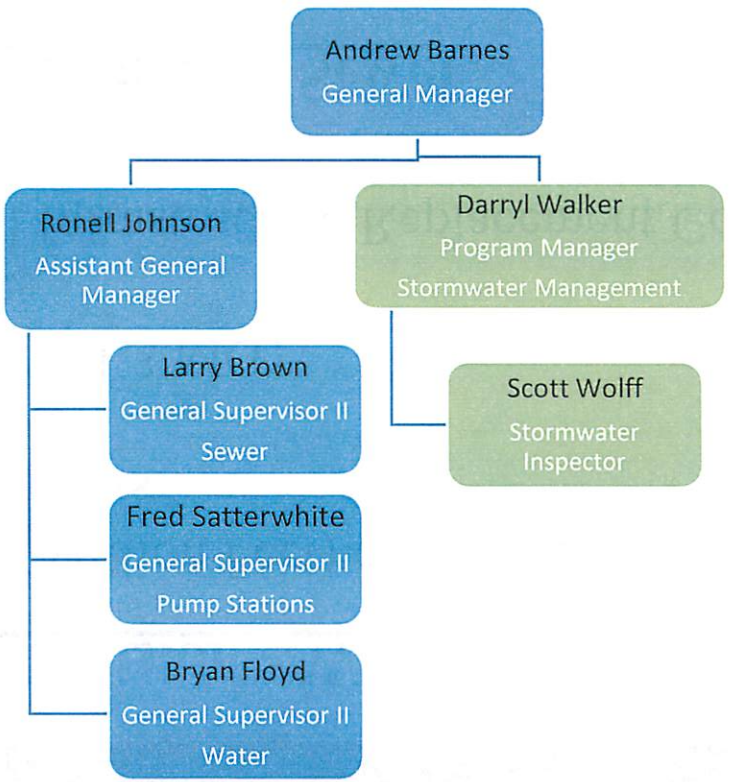
The Department of Public Works and Utilities
Utility Operations (Water & Sewer)

2019 Annual Report

Andrew J. Barnes, P.E.
General Manager of Public Utilities/City Engineer

Public Utilities - Overview

The Public Utilities Division is charged with the task of providing water transmission, distribution, and storage; wastewater collection and conveyance; and Stormwater Management administration.



Public Utilities – Infrastructure Overview

Public Utilities Division - Water

- ~225 miles (1.2 Million Feet) of water mains (from 2" to 20")
- ~1,500 Fire Hydrants
- 2 Pressure Zones
- 6 Storage Tanks (11.3 MG)
- 2 Pump Stations
- Estimated Total Infrastructure Replacement Cost = **$500,000,000** (min.)

Public Utilities Division - Sewer

- ~200 miles (1.0 Million Feet) of sewer mains (from 4" to 48")
- 3,000+ Manholes
- 18 Pump Stations
- 2 MG Equalization Basin
- Estimated Total Infrastructure Replacement Cost = **$300,000,000** (min.)

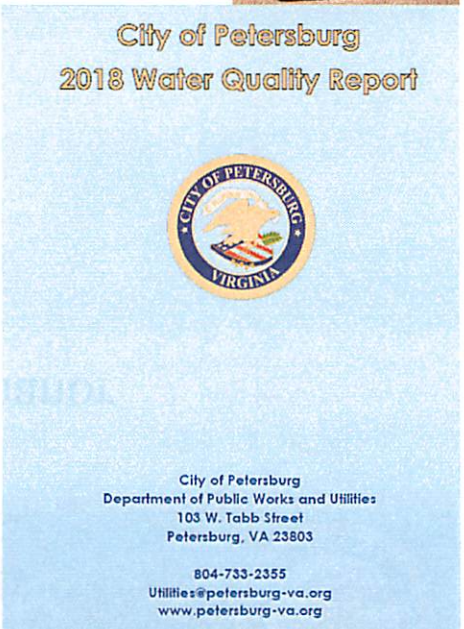
Public Utilities – Accomplishments (Water)

- Fully compliant with all EPA and VDH regulations
  - Completed all sampling (monthly, quarterly, and UCMR4)
  - Published Annual Water Quality Report
  - Completed Triennial Lead & Copper Testing (no exceedance)
  - Regular/Routine interactions with VDH officials

- 684 Work orders
- 28 Hydrants repaired or replaced
- 8 Lead Services Replaced
- 9 new water service connections

- 27 Water Main Repairs
- **No Boil Water Notices**

- In-house Hydrant flow testing


City of Petersburg
2018 Water Quality Report

City of Petersburg
Department of Public Works and Utilities
103 W. Tabb Street
Petersburg, VA 23803

804-733-2355
Utilities@petersburg-va.org
www.petersburg-va.org

Public Utilities – Accomplishments (Sewer)

- Overflow (spill) reports submitted to DEQ in a timely manor
- 18 sewer connections
- 1,324 Work orders
- Major Repairs
  - Old Wythe Street
    - 330' of 8" sewer main (contractor assisted)
  - Oklahoma Avenue
    - 50' of 8" sewer main
  - Walnut Blvd
    - 70' of 8" sewer main
- Numerous point repairs for cave-ins, slipped joints, and failed laterals.

Public Utilities – Accomplishments (General)

- Average Household Utility Cost = $0.013/ gallon (1.3 cents/gallon)
  - Includes water, sewer, and capacity fees
- All Field staff received Trench Safety and Confined Space Training
- 70% of field staff have work zone safety and flagger certification
- Upgraded SCADA system at all sites
- 6,572 Utility Location Requests (811/Miss Utility)
- Utility Map Books (GIS) for field staff supervisors and locators
- Begun purchasing AWWA Manuals of Practice
- Two new Utility trailers for the work crews

Public Utilities – Current Events

- Winter Preparation
  - Winter has been mild and main breaks have not been a major issue.
  - Performing an inventory of all parts to ensure material and parts are available.
  - Weatherizing all heavy equipment
- Getting training lined up for the next few months
- Assessing new Maintenance/Workorder Management System
- Material Contracts
- Reviewing website content
- Fire Hydrant Inspection/Maintenance Program
  - Pre-planning, inspection, minor maintenance, documentation, record keeping, digital asset inventory
  - 1500 hydrants in 250 working days will be a full-time job (about 1.5 FTE, actually)

Public Utilities – Current Projects

- Locks Water Main Replacement
  - 7,650+ LF of 20" ductile iron pipe.
  - VDH has issued a construction permit
  - Still requires additional external approvals
    - Historic/Cultural Resources through VDHR
    - Floodplain due to CDBG/HUD funding
      - Looking to reimburse and reprogram funding

- Prince George County Interconnection
  - 450' of 8" waterline to connect with PG.
  - Consultant request for task order in the next few weeks
  - Design by Spring.
  - Construction IFB by summer (funding through current O&M budget)
  - Scheduling contingency for permitting and approvals.

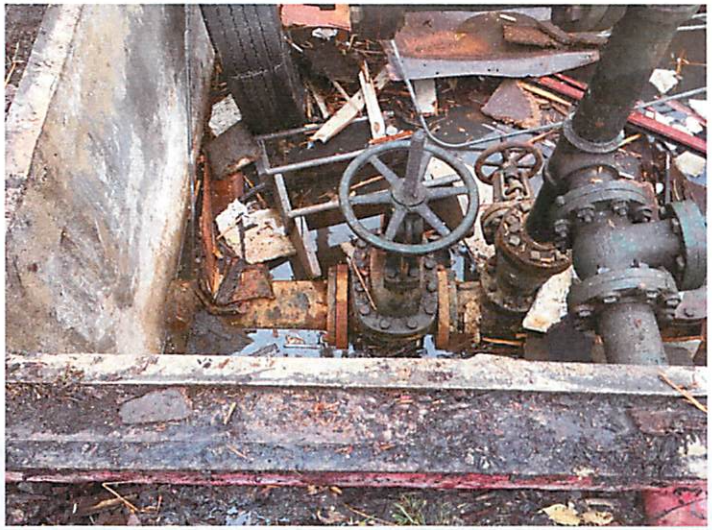
- Flow Meters at Pump Stations for I&I monitoring underway

- Poor Creek Force Main Replacement/Realignment
  - Will begin design this calendar year

- Working on Project Priorities and Needs Assessment for future CIP

Public Utilities – Prince George Interconnect

Public Utilities - Infrastructure Work



Public Utilities – Moving Forward

- Vehicle Purchases
- New CCTV equipment (sewer inspection)
- Continuing to build and maintain professional relationships with neighboring municipalities, vendors, and officials.
- Updating GIS
- Developing Standard Operating Procedures and mapping workflows
- Prioritizing Preventive Maintenance
- Developing Asset Management Plans and Asset Registries
- EPA revising the Lead and Copper Rule this year
  - Likely to need a full survey of services (beginning 2021)
  - Replacement "quota" will be likely

Public Utilities - Challenges

- Staff Retention
  - Vacancies for Pump Station Mechanic, Motor Equip. Operators, Crew Supervisor II.
- Corrective (reactive) maintenance vs. preventive (proactive) maintenance
  - PM not fully supported at existing staffing levels
- Aging Infrastructure (and getting older)
  - Lots of "Band-Aids"
  - Need to better understand what we have
  - Replacement projects impact businesses and residents
- Major projects require planning, engineering, funding, inspection, and project management.
- Records Management (project/staff needed)
  - GIS missing key attributes
    - Not accessible to field crews
  - Old plans require research at CH Annex.
- Lacking internal Technical Capacity

Questions

Andrew J. Barnes, P.E.
General Manager of Utilities/City Engineer
103 W. Tabb Street

804-733-2356
abarnes@petersburg-va.org

The regular meeting of the Petersburg City Council was held on Tuesday, January 21, 2020, at the Union Train Station. Mayor Parham called the meeting to order at 6:31p.m.

1. **ROLL CALL:**

Present:

Council Member Charles H. Cuthbert, Jr.
Council Member Annette Smith-Lee
Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member Darrin Hill
Mayor Samuel Parham

Absent: Vice Mayor John A. Hart, Sr

Present from City Administration:
City Manager Aretha R. Ferrell-Benavides
City Attorney Anthony C. Williams
Clerk of Council Nykesha D. Jackson

2. **PRAYER:**

Mayor Parham stated, "Councilman Darrin Hill will lead us in our prayer."

Council Member Hill led the council meeting in prayer.

3. **CLOSED SESSION:**

*No items for a closed session.

4. **MOMENT OF SILENCE:**

Mayor Parham led the meeting into the moment of silence.

5. **PLEDGE OF ALLEGIANCE:**

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

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

A quorum was determined with the presence of all City Council Members except for Vice Mayor Hart.

7. **PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATIONS:**

a. Proclamation for Zeta Phi Beta Sorority, Inc.

Mayor Parham stated, "We have a proclamation for Zeta Phi Beta Sorority, Inc. That is tabled until the next meeting."

8. **REPORTS/RESPONSES TO PREVIOUS PUBLIC INFORMATION PERIOD:**

*Audio available upon request.

Folakemi Osoba, Public Information Period, read comments and responses from previous public information at the January 7, 2020, regular council meeting.

1. **What is the update on the potential dog park?**
   The terms are currently being worked through with the proposed Lessee. Staff members are also working with the National Park Service to ensure it conforms with development agreements for the Southside Depot and with FOLAR to ensure it conforms with the Appomattox River Trail.

2. **Update on St. Andrews Street Pump House**
   A consultant study was recently completed for this property. In summary, this 1856 pump house property is distressed. The study raised significant interior and exterior structure concerns. The foundation is partially collapsed. Therefore, limited access to the structure is recommended at this time.

3. **Will there be residential street sweeping soon?**
   The Street Operations team is currently finalizing the dates for residential street sweeping. More information will be provided once the schedule is complete.

4. **What is the update with leaf collection?**
   Completed: Wards 5,1,6,7, and 2. Wards 4 and 3 are ongoing. Expected leaf collection end date is January 24, 2020. Staff members will conduct a second-round leaf pick-up in each ward for residents that might have missed the 1st pick-up. The second round will take place January 27 - 31.

5. **Has anyone followed up with Mr. Crockett about the bench in front of his store?**
   This bench has been removed.

India Adams-Jacobs, Public Information Officer, gave follow-up responses to City Council from the January 7, 2020, council meeting.

1. **Can we paint the parking spots from Washington to Tabb Street in the front of the new building? -Councilmember Hill**
   a. Staff is waiting for warmer weather to restripe the spots from Washington to Tab Street. We anticipate the restriping to begin within the next three to five weeks depending on weather.

2. **Could you all provide the next steps on building code violations efforts from the meeting in the fall? -Council Member Cuthbert**
   a. Ms. Peters provided an update during the meeting regarding surveys received by the department and indicated there will be a follow-up meeting in February on this topic and will notify City Council of the meeting date.

3. **Could the City look into holding a job fair to fill some of the vacant positions? – Councilmember Smith-Lee**
   a. Ms. Kim Robinson, HR Director is working with staff to coordinate a job fair to be held in late February.

4. **Can we remove the benches in front of Mr. Crocker's store? – Councilmember Hill**
   a. Staff removed the benches on Wednesday, January 8, 2020.

5. **Can we look into covering the one stop cancer test for all fire employees? – Mayor Parham**
   a. Staff has reached out to Southside Regional Medical Hospital to gauge whether or not it can be covered by our insurance. Deputy City Manager, Ms. Darnetta Tyus, is taking the lead on this item.

*Audio available upon request.

6. **Can we get an update and timeline on the repairs of the marquee kiosk downtown? Councilmember Cuthbert**
   a. Mr. Sergei Troubetzkoy is awaiting an update from vendor on the replacement timeline. We expect an update by the February 4th council meeting.

Mayor Parham stated, "Tonight, I would like to recognize our Petersburg Parks and Leisure Services for hosting a wonderful workshop for our Petersburg Youth. Yesterday, during the time we honor the legacy of Rev. Dr. Martin Luther King, Jr, our youth participants were able to engage in workshops covering: Mock interviews, resume writing, etiquette, completing online applications and summer employment. This was a magnificent day for our young people to take part in. I want to thank Mrs. Tami Yerby and her team for planning this day for our youth and also for our City Manager, Mrs. Benavides and Mr. Lyons. They came out and Ms. Tyus and also Council Member Cuthbert and Council Member Hill who was there for excellent MLK service. Thank you."

9. **COMMUNICATIONS/SPECIAL REPORTS:**

a. City Assessor Report – Brian Gordineer, AAS, City Assessor

Mr. Gordineer gave a PowerPoint presentation.

Key Points:

- With the last reassessment the total value of property in the City has increased by 1.81%.
- Office/Team has analyzed over 500 fair market value transactions in the City. All are typical real estate transactions.
- Nationally the City is in a good environment and sales have increased.
- Petersburg does not operate the market in isolation.
- There are 2.7% more transactions than last time.
- Sales have increased by 5.4% nationally since last year.
- Long & Foster tracks pricing and regional sales. They noted in the Greater Richmond Market that there are 20% more sales than last year.

Mayor Parham stated, "Thank you Mr. Gordineer for your report and thank your staff for all the hard work. It was good news right there for the City of Petersburg. Any questions for Mr. Gordineer? Okay, we will move right along to the City Manager's Report. Mrs. Benavides."

b. City Manager Report – Aretha R. Ferrell-Benavides, City Manager

Mrs. Benavides stated, "Good evening Mayor and Council. Included you have a copy of my overall report with an update included in their on the healthcare RFP and the things that council and staff have been interested in with assuring that we get the most competitive rates for health insurance. So, that RFP process is underway. We have submitted an RFP and we have received proposals and we do have a selection committee that is working on reviewing the RFPs. That is one thing that I wanted to highlight. Another highlight is 'Operation No Guns.' One of the efforts of the City and the police chief are to take weapons of the streets in Petersburg. And as of 2020 we have removed 28 illegal guns off the street. And I would like to commend thank our chief and police force for creating a safe City for the City of Petersburg. The 2019 leaf collection is still underway. We have completed Wards 5, 1, 6, 7 and 2. Wards 4 and 3 are still underway. Bids are dues on February 24, 2020, for the Jarratt House. That is one of the big projects that we have underway. Moving to my presentation one update that is very important to everyone is that each week we need to provide a council meeting update on our audit. Today we had a meeting not only with VML VaCO Group, but we received an update from Robinson, Farmer and Cox Auditors. They have stated that they will have the audit to staff by next

*Audio available upon request.

week. I said January 31st, but they said next week. From that information, we will have the opportunity to review and provide management responses. Council will receive a copy of the draft audit by February 4th without the response. And the CAFR is still scheduled to be presented to council by February 18th. That will give you adequate time to review and develop questions as well as any briefing that is necessary with the auditors. In our previous years, when we have done the audit report, we held a special council meeting. I recommend that we do it during a regular council meeting, but we will try to make sure council agenda as enough adequate time to focus on questions and answers. If council would like to start it earlier that is also an option. But we believe that we will be ready with a final document by February 18th. But we will receive the draft audit from our auditors on next week. Second part is that we will be working with VML VaCO and our finance team to develop our management response management letter. In discussion out 2018/19 we have secured a contract with our project manager for our preaudit team that is underway. We held our first meeting today to discuss our 2020/21 planning. Part of our focus this year is to not only get information but to complete it as quickly as possible but also some lessons learned. One is the biggest challenge that we found with the audit is the lack of consistency of information. What we are going to be working on is not only completing the 2018/19 audit but documenting the steps. We think that part of the staff that we have on board will be helping with this process because we have folks that have experience this time. But we also want to document that experience and not continue to start over again with the process. Big announcement, as many of you have found out that the Office of Financial Management is now open. We have consolidated all of our financial functions. The Office of Finance, Budget, IT and Billing and Collections have now moved to our new site. There are customers being served there. I know that it is still confusing for folks who are coming to the original site. But as we work on getting the word out, we are going to try and have better signage out front so that people will not get out their cars and walk up there looking for it. The only park that is underwork is the Commission of Revenue Office. As you can see its all doors that they need, and we will be working this week to complete the glass for that area. Once that occurs, they should be moving over next week sometime, and we will be fully integrated in that area. We will have an open house around the first or second week in February. The black drop box will continue until January 24th, because that is what many people are used to. After that time, we will move our depository to drop off to the new site. From a location standpoint about parking and the availability of parking we know that there is a little bit of adjustment. We have restriped the parking areas and made sure that we have adequate parking for short term folks to come and be worked there. Handicapped parking spaces have also been repainted to make sure that it is available and visible to the residents. Good feedback so far. I want to commend our staff once again. This was a staff effort. And if you look at the site and the building this work was done internally by our general service of staff. We have had limited contractual staff working on it. But as we start to look at consolidation of our site, we believe that we will be better able to serve our residents. And that concludes my presentation."

There was discussion among City Council and staff.

c. Presentation by the Petersburg Healthy Options Partnership (pHOP)

BACKGROUND: Petersburg Healthy Options Partnership (pHOP) is a new collaborative effort to reduce obesity in the city of Petersburg. The Program is funded by a five-year High Obesity Prevention (HOP) grant from the Centers for Disease Control and Prevention. The Petersburg Healthy Options Partnership (pHOP) aims to 1) increase access to healthier foods in the city and 2) improve and connect routes to everyday destinations (with an emphasis on walking).

Led by the Virginia Cooperative Extension (VCE) and the Virginia Tech Center for Public Health Practice and Research (CPHRP), the pHOP project is pushing for the development of mobile produce markets for the city, more fresh fruits and vegetables at corner stores, and more places to walk and get fit.

To see these changes in the city, the pHOP project is partnering with several organizations including: Crater Health District (Petersburg office), the Petersburg City Library Healthy Living and Learning Center, the

*Audio available upon request.

Petersburg Wellness Consortium, River Street Farmers' Market, Friends of the Lower Appomattox River (FOLAR) and the Petersburg Healthy Community Action Team.

Additional partners are welcomed as strategizing continues, needs are assessed, and new initiatives are planned. For example, the pHOP project aims to support FOLAR and Bike Walk Petersburg with soon-to-begin expansions to the Appomattox River Trail and other initiatives to promote biking and walking.

RECOMMENDATION: It is recommended that the Petersburg Healthy Options Partnership (pHOP) be provided an opportunity on the Agenda to make a presentation to the City Council.

Pat Caulkins, Petersburg Healthy Community Action Team (HCAT) coordinator, Provisional Healthy Living & Learning Center and Dr. Morgan Maxwell, Project Manager, gave a PowerPoint presentation on the work that they have been doing in the City.

Key points:

- Robert Wood Johnson has ranked Petersburg 133 out of 133 counties. That is across health areas and economic factors.
- With health access Petersburg also ranks poorly.
- It is a 21% capacity of citizens in Petersburg knowing about healthy food.
- 42% of the population is obesity.
- Obesity is related to stroke, heart disease, gout, cancer and other health problems.

There was discussion and comments among City Council and the presenters.

d. Presentation on the Appomattox River Trail Phase I Project

BACKGROUND: This project started back in 2015 as a gateway project in collaboration with the Cameron Foundation and the City Administration. The project was allocated $500,000.00 in the Capital Improvement Plan. This money was later moved to the Exit 52 Gateway Bridge Project. The agreement with Cameron Foundation was the City pays ½ of the Construction cost, the Cameron Foundation pays the other ½ of the Construction cost and 100% of the design cost.

The City expended funds on the relocation of Utility and Verizon poles in preparation for the project. City Council authorized staff to purchase the easement and land from CSX for this project.

RECOMMENDATION: That City Council will adopt a resolution authorizing and supporting staff to continue to work with the Cameron Foundation, FOLAR, Virginia State University (VSU), Virginia Department of Transportation (VDOT), and out Regional partners to develop the trail.

Michelle Peters, Director of Planning and Community Development, gave a PowerPoint presentation on the Appomattox River Trail.

Heather Barrar, Regional Trails Program Director for FOLAR, stated, "It is good to be back here before you. Remember I was here last summer with you when you adopted a resolution for the park and the MOU for the Appomattox River Trail. So, we are here asking for support for the Appomattox River Trail to support continuing the project. We do have quiet a few members of the community that would like to show their support tonight but not take all your time. So, I am going to ask them to raise their hands now to show their support. So, you can see our community support that we have with us tonight. I just want to point out again like Michelle said that this particular project is really vital to the entire 20-mile system. This project is actually at the very midpoint of the entire 20 mile. So, we look at it has the beating heart of the system. It's a spot that we will have amazing views of the river and also that really great access to old town. We can get dining and services and

*Audio available upon request.

other regional needs. And as Michelle said it is going to be the intersection point between the east and west trail and the north south Petersburg trail. I also want to mention to you that FOLAR has been actively leveraging this project site with public and private partners to fundraise and to invest in the City of Petersburg both east and west of the project area. FOLAR in 2019 secured funding to purchase more properties on the river for public access. And we are also poised to start putting some investments in Petersburg in 2020. We have been bringing public and private investors to the site and they are all excited to build on this momentum that we have going. And as you heard earlier, we have new public partners coming together. This work is important. And we have seen time again across the country cities improving their health and improve their economic landscape."

Council Member Myers made a motion to adopt the resolution authorizing and supporting staff to work with the Cameron Foundation, FOLAR, Virginia State University (VSU), Virginia Department of Transportation (VDOT), and our regional partners to develop the trail. The motion was seconded by Council Member Hill.

Mayor Parham opened the floor for public comment.

Richard Taylor, 828 W. Tuckahoe Street, stated, "I don't know if I am the oldest one talking about supporting this project, but I guarantee that I am the oldest residential member hear to speak about it. I have lived in Petersburg now for 76 years. When we started this project almost 15 years, we removed 20,000 tires from Patton Park. Most of you probably would never have seen it because it was so overgrown you couldn't but with volunteers from Fort Lee, we were able to move some of those tires. I wholeheartedly endorse your support of this resolution and hope that you will consider it."

Richard Stewart, 129 Rolfe Street, stated, "Let me say this. Richard Taylor, I call him my brother by another mother. But what Richard Taylor and that group did for Pocahontas Shore Line off Rolfe Street is right behind my property. I have been living in Pocahontas, matter of fact my family goes back eight or nine generations to the 17th Century. That was called a slaughterhouse. And after the tornado came through many tires and some of everything was wrong. Richard and his crew made a difference. There is a lady that in the paper named Walthall. I want to meet that lady. Her name is Walthall. Because it is part of our history of the William Walthall House in Pocahontas. But they came in and trees and beautiful rocks. People are coming in walking the trail. Matter of fact thank the police department because I call them sometimes too. Because there are too many people walking down there at night at 12am when you cannot see the water. Anyway, what I am saying is that whatever you can do to help them, please help them. Because they have helped Pocahontas a lot. Thank you."

Willie Noise, 1508 Circle Drive, stated, "Happy New Year to the Mayor and Council persons and the citizens of Petersburg. And I have been down the river for quite some time now. That is my home. I have met everybody down their and everyone knows me. And during my visit there for the time that I have been spending there on the river right there at the rock and the toilet bowl. And if you don't know about that then you have not been talking to us on the river. I have watched that trial come up on Colonial Heights side all the way over there by the dog pound. And it is beautiful, and I love it. And I was comparing it with the Petersburg side. And so, whoever is in charge is bringing up the Colonial Heights side and they barely touching the Petersburg side. I was shocked about Pocahontas. And you just keep doing little stuff that don't make no sense. You got the trail there and somebody planted a tree right in the trail road. So, what about the fire department and big vehicles that have to come through there. Bicycles are not the only one. And getting back up to Virginia State area, the rock, the toilet boil and Patton Park. You been coming in there so fast all the time and we have been sitting there watching and wondering what is going on now. Nobody talked to us. There was some kind of rule that said that if you are going to make a development somewhere you first have to poll the people that live in that area. No one has every polled anybody down there on the river as far as the citizens except a select few or whatever. But it is not equally shared. Now the Petersburg side is the best side to run this thing all the way to Matoaca. On the Colonial Heights side there are too many obstacles. But I cannot say for sure this is the

*Audio available upon request.

first time tonight. I am the one to talk to the people in charge and this is my first time. And the roads up through there just don't make no sense. What is wrong with clearing that path so people with beautiful cars can come through. Right now, the only way that you can come through is if you are driving a truck. And that don't make no sense. It doesn't take nothing to run the grader through there and smooth out everything. Make the permanent road that is going to structure all of this. Good afternoon."

Sara Melissa Witiak, 22 Centre Hill Court, stated, "I would like to also add my support for the trial. I have been working with the university to make sure that part of the trail coming from Ashland is aligned with the trial coming through Petersburg. We have been working very hard to make sure that the trial is acceptable and hopefully very cool with the old train Trussell to make a really cool pedestrian path near the river. And making the university more acceptable to people. So, I fully support this and if anyone has any questions about what the university is doing, I will be happy to talk to you. Thank you very much for your time."

Sam Jean, 39 River Street, stated, "Good evening. I must agree that we do need a trail. I also see that the dog park can coexist with the trail park and that is the reason why I am standing for it. I agree that just like humans need exercising, animals need exercising. We are in an area that have a lot of issues when it comes to animals. So, I am asking council to pay attention to what is going on. Not pay attention to the people that are against it and see it for what it is worth. It is an attraction and it is going to bring people here, and dogs and a whole bunch of situations here."

There was discussion among City Council and staff.

Council Member Wilson-Smith made a motion to adopt the resolution regarding the Appomattox River Trail Phase I Project. The motion was seconded by

The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Smith-Lee, Myers, Hill, and Parham; Absent: Hart

20-R-6 **A RESOLUTION AUTHORIZING AND SUPPORTING STAFF TO CONTINUE TO WORK WITH THE CAMERON FOUNDATION, FOLAR, VIRGINIA STATE UNIVERSITY (VSU), VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT), AND OUT REGIONAL PARTNERS TO DEVELOP THE TRAIL.**

10. APPROVAL OF CONSENT AGENDA (to include minutes of previous meeting/s)

a. Minutes of the Regular City Council Meeting of January 7, 2020
b. Minutes of the Organizational Meeting of January 7, 2020 and the Special Closed Session meeting of January 7, 2020.
c. A request to schedule a public hearing request of Equity Plus, LLC to rezone the property from A (Agricultural) District to a PUD (Planned Unit Development) District to allow a residential subdivision of 168 single-family dwellings. The property address is 2557 North Stedman Drive, T.P. 036-09-0001.
d. A request to schedule a public hearing upon request of John Ruffin (Clearfield MMG, Inc.) to construct and operate a Waste Disposal Solution Facility. The property is zoned M-2. The property address is 2851 Frontage Road, T.P. 064-03-0006. The property is being subdivided to create an 8-acre parcel for development.
e. A request to schedule a public hearing to amend the Commercial Property Assessed Clean Energy (C-pace) ordinance.
f. A request to schedule a public hearing to endorse a proposed tourism development project, and to authorize other actions consistent with Virginia Tourism Gap Financing.

*Audio available upon request.

Council Member Myers made a motion to approve the consent agenda and to accept the public hearings date for February 4, 2020. The motion was seconded by Council Member Wilson-Smith.

Council Member Cuthbert stated, "I am going to abstain because a member of my family has an interest in '10f'. And where it is not a conflict of interest under the state statue, I do not feel comfortable voting."

The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Smith-Lee, Myers, Hill, and Parham; Abstain: Cuthbert; Absent: Hart

11. OFFICIAL PUBLIC HEARINGS:

a. A public hearing to consider an ordinance authorizing the sale of 602 Commerce Street.

BACKGROUND: The City has received a proposal from High Street Lofts, LLC to purchase the following City-owned property:

Parcel ID	Premise	Street	Proposed Use
23050800	602	Commerce Street	Parking

High Street Lofts, LLC proposes to use the property for parking, especially for tenants of the adjacent apartment development.

The parcel is one of three former sections of 400 Commerce Street, which was purchased from the City of Petersburg in 2010. The parcel was not separated when the deed was recorded and the description of the property purchased from the City by High Street Lofts, LLC includes one of the three sections. High Street Lofts, LLC would like to purchase only one of the remaining two portions, addressed as 602 Commerce Street.

The City Assessor has provided the assessed value of the .82-acre parcel at 602 Commerce Street, which totals $30,300. According to the City Assessor, it is based on the proportional size of the property and the assessed value of the former combined parcel at 400 Commerce Street.

The offer price is $10,000, which considers real estate taxes paid by High Street Lofts, LLC for the combined parcel at 400 Commerce Street, which included property owned by the City of Petersburg because the portion of the parcel purchased by High Street Lofts, LLC in 2010 was not separated from the City-owned parcel when the deed was recorded.

In accordance with applicable legal requirements, A public hearing is required prior to approving and authorizing the sale of City-owned property. The City Council scheduled the public hearing during their January 7, 2020 meeting.

RECOMMENDATION: Following a duly advertised public hearing, Council by majority of those members present and voting, the council may firm, reverse or modify the decision of the Architectural Review Board (ARB) in whole or part.

Council Member Myers stated, "From my understanding it was not properly advertised. And it probably should be tabled until the next meeting until after its advertisement."

Council Member Myers made a motion to table until the February 4, 2020, council meeting with proper advertisement. The motion was seconded by Council Member Hill. The motion was approved on roll call. There was discussion on the motion. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, Hill and Parham; Absent: Hart

*Audio available upon request.

b. A public hearing to consider an ordinance authorizing the sale of 10 N. Jefferson Street and 125 E. Washington Street.

BACKGROUND: The City has received a proposal from Mr. Ezaddin Alasad to purchase the following City-owned property:

Parcel ID	Premise	Street	Proposed Use
011-290004	10	N Jefferson Street	Commercial Development
011-290007	125	E Washington Street	Commercial Development

Mr. Alasad proposes to establish Alshami Pitstop Center on the property that would include a 4-bay Branded Gas Station with an adjacent 4-bay Shopping Center to include a convenience store and three commercial restaurant or retail tenants. Mr. Alasad is working to secure agreements with national chains to serve as tenants. The number of projected jobs includes 25-35 Temporary Construction Jobs, and 30-40 Permanent Jobs amongst all of the businesses, with average wages between $10-16/hr. The proposed hours of the businesses would be 6:00a.m. to 12:00 a.m. the property is not located within a Historic District. The proposed use of a Convenience Store with Gas is allowed in within the current zoning, B-3. Wine and Beer off-premises would be sold pending an ABC License.

The Offered Purchase Price is $80,000, and the proposed total investment is $2,500,000. The project financing would include Equity – 50%, and Debt Financing – 50%. The potential benefits include new businesses that would generate property, sales and meals tax revenue as well as jobs. The Developer estimates a Due Diligence Period of 120 Days.

In accordance with applicable legal requirements. A public hearing is required prior to approving and authorizing the sale of City-owned property.

RECOMMENDATION: It is recommended that the City Council holds a public hearing on January 21, 2020 and subsequently considers adoption of an ordinance approving and authorizing the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

Reginald Tabor, Project Manager, gave an update on the request to adopt an ordinance approving and authorizing the City Manager to execute a purchase agreement and proceed with the sale of City-owned in accordance with applicable legal requirements.

Mayor Parham opened the floor for public comments.

Linwood Christian, 410 Mistletoe Street, stated, "First and foremost that name Alasad, I am wondering when he said on Halifax Street are, we are talking about Spurs. Is that one of the places that he owns or where? But normally I be one especially looking at the ways and that is something that we don't have around here. Here is what I am going to say. For the simple fact, that we have had schools. We are looking at Virginia Avenue and A.P. Hill. I don't mean no harm, but I like Family Dollar because I shop there but Family Dollar and convenient stores we have had enough. And I am sorry I don't want to subject anybody else. And this is right across from St. Joseph School. I don't want to subject to anybody else having to deal with anybody urinating in public during the day. First of all, I am just going to put it like this, most of the convenient stores in my neighborhood and some of them are in yours. Persons that run them do not contribute anything positive to our neighborhood. And I say what I want for fear of somebody saying it is a racist statement. Black people do not run these convenient stores in my neighborhood. And they are contributing to the demised neighborhood. I do

*Audio available upon request.

not want to be subjected to our kids or anybody being subjected to someone walking up to you asking do you have a dollar. You do not have to be subjected to tricks in the daytime bad enough in the nighttime. And I am only telling you not from what somebody told me but from what I see. And if you think that it is bad in the neighborhoods go to churches. I would say to this one 'NO.' We have had enough. I cannot speak for anybody else but speaking from what I am seeing just in my neighborhood alone we have had enough. Thank you."

Michael Packer, 1245 Woodland Road, stated, "I come to speak in opposition in the sale of this property in the City of Petersburg. It is located adjacent to the Centre Hill Historic District. There are historical structures both on the Jefferson Street side and on Franklin Street side. A service station would not be compatible or attractive to the use especially on one of the main entrance ways to the City. More importantly the property is across the street from St. Joseph School. Council has historically denied and done its best to restrict the sale of off premises alcoholic beverages in close proximity of a school. The ones that come to my mind is the property directly across from Walnut Hill School that was proposed to be a convenient center. It was zoned properly, and we fought in Richmond at the ABC Board to keep the ABC License Off Premises from being and now that is a laundromat. There was also a piece of property across from Peabody Middle School. A convenient store that wanted alcoholic beverages. We fought against that and kept that from happening. There was the Utotem, those of you that have a little age. The Utotem directly across the street from Lee Park Baseball Field that opened but had to close because they couldn't get an ABC License because the City was against that. On premises of a restaurant or something like that would be a different story. When you have off premises and you have people buying beer all day and all night across the street from a school is it not a good situation. The City has always recognized that. I am sure that the people from the school would be down here wearing mask if they had any indication that this was the proposed use for the property. I don't know how they would have found that out based on the information in the ad. They would have actually had to go to the council website and read that. Folks don't necessarily do that all the time. I think that those folks have made a tremendous improvement to the City of Petersburg especially in recent years. A substantial amount of money on the restoration of the school and its technology that this would not be a good use. The owns the property and the City can control it in every way. The good news is that it is a public use. There is a sign on the property now that says that it is for public parking and because it is a public use it would require ¾ vote of this body which would be six votes. If one of the six of you voted negatively then the property would not be sold. Thank you very much."

Ron Flock, 1708 Pender Avenue, stated, "Just a couple of things. I don't see how this fit in with the development that we are proposing and looking at in that whole section between Wythe and Washington Street. Throwing a convenient store in the middle of it does not make any sense. What is the actual value of that property? Is it $80,000 or $250,000? Are we really getting anything for it or are we just giving it away to just have some development? Thank you."

Marcus Squires, 1701 Monticello Street, stated, "The hotel project at the intersection of 95 and Washington/Wythe Street has been standing in its derelict form for the past couple of years. And this is what the free market has brought out to Petersburg. My wish is that council would table the motion until next couple meeting so that more members of the community and public can come out and voice their concerns about the project. Not all these slides are posted online. So, the public wasn't fully informed about the project. Thank you."

Michelle Moseley, 103 N. Jefferson Street, stated, "It is my understanding that this project is to also grant a gas station. And I am opposed to selling this particular property for several reasons. Number one is that I would like to know if a needs assessment was done for having a particular gas station. It does show that gas stations are declining in the U.S. In a particular, gas station in smaller rural areas have far less to have them adjacent to each other. Also, it shows as well that they are encouraging cities to find blighted gas stations that will allow individuals to buy those particular properties. Because we do know that when you have more than the market can sustain than other gas stations should be particularly closed because it is hard to sell those

*Audio available upon request.

particular properties to blight in other areas because of the health and environment concerns of gas tanks underneath the City. Another particular piece for particular gas stations is concerned with housing. And with that particular piece I wanted to bring that to your attention. The U.S. Department of Housing and Urban Development report shows the potential of property values going down as well as the Federal Housing Administration (FHA) insurance mortgages are not available for property located within 300 feet of tanks and having the capacity of 1000 or more in gasoline. Most particular new stations have tanks of 1000 or more of gasoline. That can affect it. I live in the community and I do know that there are other houses in that area that need to be sold and improved. So, we are looking to provide FHA loans for those individuals, and they may not be able to get those loans because how close they are to particular residential areas. So, I would like the City to reconsider selling this particular property and having a particular business to do a needs assessment to see the need for this particular property because it can create ripple effect for businesses that are closing down which places additional blight in the community. Thank you."

Conner Kruger, 131 Franklin Street, stated, "I really don't have an issue with you putting a gas station there. I think if anyone that wants to spend $2.5 million dollars in the City all the better. But the fact that you are serving a half of a million-dollar lot for $80,000 does concern me because you are not getting anything from it. You spent a huge amount of money improving the City with sculptures on the bridge and everything and then having it led to a gas station sounds foolish to me. I would propose that if he wants to do this that even though it is not in a historical district it is surrounded by historic districts and it is the gateway to our City that we get him to voluntarily meet the criteria of a historic neighborhood and be under the purview of the Architectural Review Board. I don't want to stop progress, but you should get something for what you are giving away. That is my thoughts. Thank you."

Father Brown, 11 N. Market Street, stated, "I am responsible for property in Centre Hill as well as the property at 151 W. Washington Street, the church and the school at 123 Franklin Street. I lived in Centre Hill by myself for five years. Some of my neighbors are here and we have picked up beer cans at 2:00am in the morning. I keep people from cutting through on my property of the school in order to go in the gas station that is already across from the school. At the current residence with the WIFI connected 24/7 at the library I regularly go out on my front step at 2-3:00am to pickup beer cans and pull people away from the edges of the library and to get them to lower their car radios and to invite them to go home. And all of that traffic is coming from the convenient store that is cross the street from where I live. That particular convenient store has retail space that has gone unused in the entire seven years that I have been here in the City. I am certainly not opposed to additional development. I like Conner's recommendation to ask the developer to improve the visuals. With all of that said there certainly is concern on my part for a convenient store or facility that would be run up until midnight. Just this past summer I installed additional fencing at the school and continued picking up beer cans and crumpled up paper around the school. Thank you."

Brandon Martin, 1546 Berkeley Avenue, stated, "I would ask that this council turn down the proposition to sell this property. As an alternative I am suggesting turning this into a welcoming green space. Take up all the tar and remove the trash and convert it into a nice welcoming park right in the center of downtown. Thank you."

Sara Marsh-Read, 12 Centre Hill Court, stated, "Just to underscore some of our neighbors' previous comments on blight and everything else. This is actually in contravention of everything else that you reported this evening. And that includes that if this particular business is going to incur three additional bays of restaurant that is likely fast food. And fast food is not necessarily healthy for everyone. Similar to what our neighbors have said I would recommend potentially put the space as an agricultural spot or garden center for people as they enter Petersburg. Or even parking for the trail because we are not that far away. We are may be two or three blocks down from the river. Within a basic google search within a mile of this particular area there are seven gas stations. That does not include Quik Marts that are available as well. Our neighbors are wonderful people, but we do have some people that like to transit the area and just like was said earlier there is

*Audio available upon request.

so much trash. I have spent days picking it up no Franklin, Jefferson and Centre Hill. I think we have a couple of solutions, but I would recommend that council deny this sale. Thank you.

Ann Marie Donlon, 19 Centre Hill Court, stated, "We are trying to revitalize Petersburg here and a convenient store is not exactly the revitalization that is right it is the complete opposite. It is right there near the beautiful Centre Hill Neighborhood. It will decimate the property value and it will be ruined. The museum is right there and most importantly is there is a school. So, when I first moved to Petersburg, and I am not making this story up, someone told me, 'I am going to tell you what gas stations you should not go to.'" And I thought what in the world a gas station that I cannot go to. If we put a gas station, there would it be one of those. It is going to impede the mansion and the museum there. But mostly importantly there are young children at the school directly across the street. And you must have blinders on if you don't know that there is human trafficking and there are children predators who look for them. A parking lot and gas station in front of the school is a playground. Please look after the children. Thank you."

Joseph Trisler, 22 Centre Hill Court, stated, "I am also opposed to this for simple reason as mentioned. We have a business that is being proposed that has no value here for the City of Petersburg. You are proposing to sell this at 15% less than value. We are basically giving this property away for something that we have too much up. And if I am not mistaken many states have laws against selling alcohol and tobacco within the distance of a school. So, even if it is not illegal in Virginia it in law. Thank you and I hope you oppose it."

Lawrence McLaughlin, 115 Marshall Street, stated "Petersburg is working on escape ways in the City. WE have had some success. It is way better than it was before. What we allow to be build is critical to our image especially the escape way. We have to hold out a project that enhances Petersburg and which doesn't do the opposite. Five days a week I walk past Liberty gas station. I pick up the trash when I walk past. If you walk on the side of Liberty, it is pretty clean. Is the new place going to sell lottery tickets? I am sure it will. What are they going to do? What do I do? What does anyone do? They finish the ticket and pinch them, and it does not get picked up. Also, finally we just do not need to sell this prime piece of property for 15% of its assessment. We cannot afford to do this. Thank you."

Sara Melissa Witiak, 22 Centre Hill Court, stated, "I am speaking to oppose this sale for this purpose. I have very serious questions about the proposed purchase price and the assessed value of this property. I am sure somebody like FOLAR can raise enough money to make a wonderful green space to welcome people into our community for $80,000. The other piece of opposition is that there is a Liberty gas station already and multiple gas stations within a few blocks. Which do not help us get out that 133 of 133 for the City. I like the fat food mart. Let's find something that really makes us proud. I do not drive into any City and look for a gas station. When we drive in a City and we see an important business, a green space or something that shows pride in that City. We want to continue on and spend time in that City. However, in Petersburg you come into a hotel that is not fixed and then a gas station and another gas station does not encourage people to continue on into the City to see the beautiful things that we have here. In addition, there is a school that is adjacent to that property. These are young children that have to have crossing guards to cross the street every day. Chain restaurants do not bring money in the City the way that independent restaurants do. In chain restaurants most of the money leaves the City. Thank you."

Richard Taylor, 828 Chuckatuck Street, stated, "The Petersburg Foundation spent over $500,000 to make the improvements to the entryway to Petersburg on Washington Street. All those brick sidewalks and nice lights. We cleaned that whole area up. At our meeting last week, we decided to continue bringing those improvements down Washington Street. We are not going to do it if you approve this project. And we have some money to put into the project now and we would like to do but this particular development is not what we need on that corner there. I wish I had the money to put in a nice office building, but I don't. but anyway, I hope you will consider to not sell it for this reason. Thank you."

*Audio available upon request.

Seeing no further hands, Mayor Parham closed the public hearing.

There was discussion among City Council and staff.

No action or motion.

c. A public hearing to consider an ordinance requesting that the General Assembly approves an amendment to the City's Charter Section 2-7 Councilmen's salaries.

BACKGROUND: During the December 10, 2019, City Council Meeting, the City Council adopted the City's 2020 Legislative Agenda.

The Legislative Agenda includes a request for an amendment to the City's Charter section 2-7. Councilmen's salaries, that would streamline the process and allow the City Council to establish the salaries of the City Council by ordinance.

This process of the City Council adopting an ordinance to establish the salaries of the City Council is consistent with the process defined in the Code of Virginia. The proposed Charter Amendment would stipulate that the change would be effective immediately upon adoption.

In accordance with applicable legal requirements, a public hearing is required prior to approving a request for the General Assembly to amend the existing Charter.

During the January 7, 2020, City Council scheduled a public hearing to be held on January 21, 2020 to consider an ordinance requesting that the Virginia General Assembly approves an amendment to the City's Charter Section 2-7 Councilmen's salaries.

RECOMMENDATION: It is recommended that the City Council holds a public hearing on January 21, 2020, and considers an ordinance requesting that the Virginia General Assembly approves an amendment to the City's Charter Section 2-7 Councilmen's salaries.

Mr. Williams stated, "And just for point of clarification, council's current charter provides a process in which council would adopt its own salary. The process that it includes is beyond what the state code requires. But if you look at the second or third page in the package you will see that there is a code section 15.2-1414.6 which provides that council may set its own salary by ordinance not withstanding any contrary provision of law. Which means that even if you have a provision in your charter it is to the contrary that council can use the state code provision instead as its process. So, the only thing that you would be doing by approving this ordinance would be asking the General Assembly to waive the waiting period which is further down in the ordinance. It is not changing the process that they can use with the existing state code provision."

Mayor Parham opened the floor for public comments.

Willie Noise, 1508 Circle Drive, stated, "And every time you come up with certain topics you always compare with the local towns and what not. Can you provide a little more information on the current salaries of Colonial Heights, Hopewell and Dinwiddie? Thank you."

Barb Rudolph, 1675 Mt. Vernon Street, stated, "I appreciate the City Attorney getting some clarity to this. And I hope that all of you absorbed all of that and are aware. I think what he is saying though that basically what you are going to do is just remove the special instructions in the charter that pertains to Petersburg and fall back on the state code. But actually, take out the waiting period which I think is probably,

*Audio available upon request.

and I commented on this previously just in a public information period, that I think cutting out the waiting period is pretty presumptuous to do. I do believe that there are certainly reasons that the City Council might need to increase your salaries, but I think the current process does give citizens a voice in that. Which we don't have otherwise. I do understand the case being made that other localities are just using the state code. So, its kind of hard to argue against that so I am just going to say that eliminating the waiting period is a step to far. And if that is what ends up being supported by the council I for one will address it to my legislators and suggest that they don't support this legislation. Thank you."

Richard Stewart, 129 Rolfe Street, stated, "I am in favor of council getting a pay raise. Not only council but City workers, police department and fire department. The way that the economy is right now you need some money. How many years has it been since City Council had a raise? I bet it is more than 25 years. I bet you back during a civil right struggle they were trying to get council a pay raise. I think that council need a pay raise. When you look at the General Assembly now, they are trying to increase the minimum wage to $15/hr. People are struggling out here. So, I am totally in favor of City Council, city workers, etc. getting a pay raise. Thank you."

Taylor Moore, 307 N. Boulevard stated, "Anytime I have gotten a pay raise it was based on my performance review from my manager so, I am not sure if that is something that can be taken into account. I have always been told that City Council works for the people. And so, I think that it might be something to take into consideration. Maybe a citywide survey for satisfactory performance for a pay raise. Thank you."

Ron Flock, 1708 Pender Avenue, stated, "I am a plant manager. And I have been in upper management for 40 plus years. I have always been clear with my employees that you will get a raise when you can show me you can do the job. For the most part, it has been a little bumpy road. But I don't know. I have been coming to these council meetings for five years now. We still to this day cannot get our heads out of our backside in this water billing. Show me you can fix that, and I am all for a raise because you all deserve a raise. It has been way too long. But I mean sit down and buckle down and figure out the problem and fix it. Don't just. You cannot let these problems go on and on and year after year after year. It is like the Ramada. Do something and show us that you have earned the money. Thank you."

Linwood Christian, 410 Mistletoe Street, stated, "Looking at some things. I too like Mrs. Rudolph, there are a lot of things that I can see all kinds of sides to this. As a citizen of this community if we were talking about our Clerk of Council, I would be trying to flip up here and say yes. Because if anybody deserves a raise she does. If it was our police, then yes. Because if anybody deserves a raise they do. Considering the health situation and other things and our firemen. If anybody deserves a raise they do. our elected officials, if anybody deserve a raise you don't. I am sorry to say that. As it was said before there are certain processes that you have an evaluation. Although the greatest evaluation will come in November when some of you may or may not be in the seat that you are sitting. But I hope that you all take into consideration and understand why we are saying this. Because I think about the time even though you reimplemented when you were talking about a raise, yet you cut the salary of some of our City workers. I look at how we have to advocate and fuss and fight to get money for our schools, but you all want a raise. Some of our City Council people, most of the people in the City do not know. I am not being funny. People think that this lady right here, Treska Wilson-Smith, is the Mayor or something in the City. What does that say about the other six City Council people? They know our City Manager because she is out and about. So, I would say if anybody deserve a raise then our City Manager. You had to look at our evaluation. Now you whether pass this along, remember the final evaluation will come in November. And even if you get back on council look at the margin at which you got back on council. And I hope that sends a signal. Did we really deserve that raise when we have don't nothing? See a lot of council members say citizens bad mouth Petersburg. We don't have to bad mouth Petersburg because everywhere we go people talk about the leadership in Petersburg and why don't we change it. But yet you all want a raise. Thank you."

*Audio available upon request.

Sam Jean, 38 River Street, stated, "A lot of people on the sideline say things that they don't like. But the key word is that they on the sideline. I think you all deserve a raise. Because Petersburg is not where it was before. Everybody remember how Petersburg was when things were really upside down. The problems did not happen overnight, and you know that right. They are trying. And the first thing you can say is they do not deserve a raise. Then who do? It is better than it was before. So, let's act like it. You all deserve a raise. Raise yourself. You deserve it."

Sara Melissa Witiak, 22 Centre Hill Court, stated, "I understand that being a City Council Member is a lot of hard work and you get beaten up here some days. And I understand that you feel like you would like to have some more money and I am not necessarily opposed to that. However, I think something that should be decided by the citizens at election time. So, I really do not feel that you should be able to vote your own salary up. Which is essentially what you are asking council to vote on tonight. I think if you are so confident that you are doing a really good job and that you have really good evaluations and you are going to get reelected then wait until election time. It is not that long. Give yourself a nice good raise and let's see who run. If you are going to put more money out there, then maybe we will get some new faces. Maybe they will do a good job and maybe you will find something else to do. But I would really encourage you to keep the waiting period. I think it is a good idea to just take that time to wait so, that way we make sure that we have things in the budget and politics stay out of it a little bit. Thank you."

Cory Harris, 2316 Anderson Street, stated, "Why? Tell us why you deserve a raise. You want a raise? Tell us why. You deserve a raise for walking in the back when citizens come to the podium? Do you deserve a raise for discrediting citizens because they care about the City? Do you deserve a raise because of what? If you can tell me why you deserve a raise, I will go to bat for you. Tell me. I am not going to criticize, and I am not going to tell you that you don't deserve. Because I believe that 1973 was the last time City Council got a raise. I am not going to say that. Tell the citizens of Petersburg why you deserve a raise. That is, it. If you can tell us why you deserve a raise in detail, I am all for it. But if you cannot tell us then you don't deserve. She does. Thank you."

Seeing no further hands, Mayor Parham closed the public hearing.

Council Member Myers made a motion to approve an ordinance requesting that the General Assembly approve an amendment to the City's Charter Section 2-7 Councilmen's salaries. The motion was seconded by Council Member Hill. There was discussion on the motion. The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Myers, Smith-Lee, Hill and Parham; Voting No: Cuthbert; Absent: Hart

20-ORD-4 AN ORDINANCE OF AN ORDINANCE REQUESTING THAT THE VIRGINIA GENERAL ASSEMBLY APPROVES AN AMENDMENT TO THE CITY'S CHARTER SECTION 2-7 COUNCILMEN'S SALARIES

d. A public hearing to consider an ordinance requesting that the General Assembly approves an amendment to the City's Charter Section 6-8 related to land book duties.

BACKGROUND: During the December 10, 2019, City Council Meeting, the City Council adopted the City's 2020 Legislative Agenda, which includes an amendment to the City's Charter regarding land book duties.

The change would be consistent with the assignment of land book duties in other jurisdictions. The land book serves as an appraisal report for the City Assessor. The Commissioner of Revenue supports these changes.

In accordance with applicable legal requirements, a public hearing is required prior to approving a

*Audio available upon request.

request for the General Assembly to amend the existing Charter and revise related ordinances.

RECOMMENDATION: It is recommended that the City Council requests that the Virginia General Assembly approves an amendment to the City's Charter Section 6-8 related to land book duties and subsequently considers amendment of related ordinances Section 106-64. Transfer of property upon land book and Section 106-146. – Land Book.

Mr. Gordineer and Mr. Williams gave a briefing of the request on the amendment to the City's Charter.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Myers made a motion to table until he can certify what is written in the agenda and talk to the Commissioner of Revenue. The motion was seconded by Council Member Hill. There was discussion on the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, Hill and Parham; Absent: Hart

20-ORD-5 AN ORDINANCE OF AN ORDINANCE REQUESTING THAT THE VIRGINIA GENERAL ASSEMBLY APPROVES AN AMENDMENT TO THE CITY'S CHARTER SECTION 2-7 COUNCILMEN'S SALARIES

12. 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.

Linwood Christian, 410 Mistletoe Street, stated, "There was something that I was getting ready to say in response to a comment made by a member of council. But I am not going to do that other than just to remember that we as citizens have the right to say how we feel about our elected officials. Good, bad or in differ, when you got in the seat that is what comes with the job. I want to say to you Mayor Parham, although I told you this personally, but I want to thank you as a citizen for your stance. You gave a very good public speaking and it paid off very well. As far as the second amendment issue and us becoming a sanction City. I want to tell you that as a citizen, I stand behind you. Wrong is wrong but at the same time you are my City Council and I am going to stand behind you. And I just want you to know that as one citizen I am standing behind you. Also, I need to let you all know that pretty soon the Harding Street Neighborhood Association, we are going to be doing some follow-up press conference about the gun shootings and all. We hope to have a plan to present to you. We are very happy that we are going to be working with our police department as well. And one thing that I have to say because we don't say it enough, our police department and our leaders, Deputy Chief Christian and Chief Kenneth Miller, they need to be applauded because if they have done nothing else they have kept our police department like the police departments around the country. Where the citizens and the police department are at arms with each. And that should be a Positive Petersburg moment if not anything else. And I think that we ought to give them a hand for that. We good be a City off the chain such as the others. I must say that I do hope that this council would work very hard to work with some of those that are stepping forward to do something with the A.P. Hill Community Center. Because in addition to that hotel

*Audio available upon request.

looking like hell and by the way I have sent some pictures to the City Manager and I am going to send some to the other members of council. But there are other ways that people are still getting into that Ramada. Had you all done what you did as far as passing that. But if nothing else is our shame, whether you are coming from the north bound or south bound you see the Ramada and the graffiti. And some of that graffiti is gang stuff. Please do something about that very quickly. Thank you."

Barb Rudolph, 1675 Mt. Vernon Street, stated, "That was a great discussion about the property at 125 East Washington Street. But I couldn't help but think is that it seems optimistic that anybody is going to get off the interstate to get on Washington Street going that way when they see going up and down the road is the Ramada Inn. So, this is kind of part two from last week. There was an article in the Progress-Index a week ago and it was very interesting. The first thing that came to mind when I read it was why was Chris Harrison, the developer, communicating with City officials through the Progress-Index. I mean it was like he was interviewed by the paper. He had his comments and then they interviewed the Mayor and he has his comments. That was odd. But I have a concern. I do not know how you can deal with Mr. Harrison if he does actually come forth and deal with you in person rather than the newspaper. I mean he is so untruthful. I am saying that as nicely as I can. Because he said in the course of this article that he said that the loss of the tourism department was a big blow. And that it set him off and he loss all of this money that he was going to get and do the development. Now the tourism department, it was announced in October and closed in November 2016. That is a long time ago folks. It is January 2020. He has been here as recently as May 209 talking with you all. Did he say anything about that? This is the first time I have ever heard anything about the tourism department being the whole fly and ointment for him. So, basically every time that he has interviewed or speaks with council or comes out and talks about this there is a different excuse. So, I don't know how you can believe someone like that and how do you deal with him. He is not truthful. He is kind of trying to put you over a barrel by saying if you tried to hold my feet to the fire that nobody is going to give me money and I am never going to be able to accomplish the project. I feel like you are being held hostage by all of his outrageous claims. Things that are going wrong for him as I have said changes every time. Also, you were quoted Mayor Parham as saying, 'that it is just a black eye right now for the City of Petersburg and I hate it.' Which, I think you speak for all of us when you say that. It really is a deterrent for the City of Petersburg. But the whole strategy of continuing to deal with it through code violations. I am not saying that we shouldn't be doing code violations, but I don't think that is enough. I don't think that you are dealing with someone who is an honest player. I think you are going to have to come up with something that is more radical. Because even if somehow, he is induced to start working on this building it is going to take more than a year, and I am being very optimistic, more than a year to finish it. If anybody believe in work form, remember people sue him all the time. So, if we go out from here and it got done, we would be talking about a minimum of fours years after he said it was going to be done. I can give you more information and I have exceeded my time. I appreciate you listening, and I will be back with more. Thank you."

Bruce Richardson, 201 W. Washington Street, stated, "I am here this evening because we offer First-Time Home Buyer Education throughout the Commonwealth of Virginia. We have been doing this event for years. And we are glad to be back in the City of Petersburg. It has been too long. So, on Saturday, February 29th at the Petersburg Public Library, from 10am to 4:15pm, we will be hosting a free First-time Home Buyer Education Course. This course will talk to participants about credit and what is your credit and personal financing. Working with a lender and working with a local real estate agent. Learning the home inspection before you purchase and then what happens at loan closings. I am fortunate as being a product of the City of Petersburg, born and raised in the City of Petersburg and owning property in Petersburg. But I am fortunate from the standpoint and I have helped many residents in the City of Petersburg become homeowners. I have sold millions of dollars of property in the City of Petersburg. It impairs me to come back to the City that I was born and raised in to make these opportunities available. Right now, we have a high rate of rent a month for residents and we need o do things to mitigate the high rates of rents. One of the things that we are doing in this class that we have done over the year in putting on these events is that we offered down payment assistance. We have walked individuals who have one time come to these events and said that I do not know how to

*Audio available upon request.

purchase a home. We have walked them through the process and now they have purchased a home. We are talking about law enforcement officers with the City of Petersburg. We are talking about firefighters with the City of Petersburg. We are talking about educators with the City of Petersburg. We are talking about the City Clerk with the City of Petersburg. We are talking about so many individuals with the City of Petersburg that we have helped. We have assisted since beginning this event in 2012. We have assisted over 78 people in the City of Petersburg purchase homes. We are always eager to come back to the City of Petersburg. The only thing that I would ask is that if you are holding your ward meeting, please invite us and please invite me. Use me as a resource. I grew up on The Heights in Petersburg. I am native to the City of Petersburg and even though I may work from a far I love the City of Petersburg. And no one can tell me. I have watched all of your walks. I know each of you on this stage. And don't you dare think that maybe I am not here every day I don't know what you are doing. Your work is appreciated. And regardless of what you say. I am not going to get up here and go back and forth but regardless of what people say I know your worth. The point that I make is that your work is appreciated. As a real estate broker in this area I would love the opportunity to increase home ownership in the City of Petersburg. Thank you."

Marcus Squires, 1701 Monticello Street, stated, "I am actually really impressed with the progress that has occurred in our City. There is a lot of progress regarding just citizens going around on the 'Go Request' app reporting blighted structures. I would like to thank the City Manager and her staff for that progress in our City. But we still have some buildings that could be like Blandford Church. It is a very historical setting. And our cultural is falling in Petersburg. Peabody, the old library, Titmus Optical Building and what all these buildings have in common is that they are owned by the City. Perhaps it is time that we come together as a City and community and have a talk about the structures and what the future hold. How we can contribute to that conversation. This is our history, and this is our heritage. Once it is gone it is gone. I mean there is no reviving it and we cannot bring it back. So, you may have pictures, or you may have architectural salvage. But that is our heritage. And I hope that the City will continue to care about that heritage. Thank you."

Ron Moore, 307 N. Boulevard, stated, "Thank you all for supporting the historic district of Walnut Hill last weekend with your vote. I want to also thank you supporting the dredging of the Appomattox. I think that it is in the legislative package. I think finding my way to Chesapeake Bay would be really awesome approach and it will help the City greatly. Also, I want to briefly mention that the entrance way on 95, I know there was some studies on how to get people more efficiently. Since I travel, I will put two cents worth. It is a four-lane highway that is coming in down Washington Street from the other side from Hopewell coming this way. If you all are familiar with that. I don't think you need four lanes there. I think it is a real simple solution. Merge two lanes over to the left and take the other two lanes and open them up and let the traffic free flow into Washington and have a nice day. They did that at 95, where 64 merges back into the 95N. It used to back up there really bad. And 95 is a three-lane highway at that point and they got rid of to lanes and it worked. So, basically, they stopped the whole congestion. I hope that you all consider that under your own money or from a grant. I want to go back and mention what I talked about last week briefly which is the two lane sanctionary. I know that it is not popular here. Mayor Parham, I want to thank you for your commitment in not wanting to infringe the law-abiding gun rights. I thank you for saying that. Unfortunately, the legislation does not support it. So, what I am afraid of is that normal law-abiding citizens that are not involved in gangs, drugs or shooting people are not going to be able to clear ammunition or guns, or pistols anywhere based on what is submitted. I suggest that you take a second and look at the details on this legislation because I do not think that it is going to hold up to what you were saying in the media. Reward money. I would like to thank Willie Noise for raising $1,000 of his own money to find the murder of Joey Spillane. I just saw this article. His mother is having a bake sale to raise money to increase that to encourage people to turn them in. The ATF in Hopewell gave $5,000 to reward money to the fire lady that died defending her son. The ATF is here, and I recommend that the City raise funds and at least to match Willie's donation or raise even more. I do not think that the gun laws that are being proposed at the General Assembly will be making a dent. It has not improved in itself in Chicago. It has failed in Baltimore miserably and it is going to fail here. I hope that we consider that with the specifics of the legislation. Thank you for your time. And thank you Willie."

*Audio available upon request.

Taylor Moore, 307 N. Boulevard, stated, "I wanted to start off by thanking Brad and Chief Reid with working with Code Compliance. There are a blighted abandoned property two doors down from where my husband and I live, and we have been working with Code Compliance for quite some time in trying to get in contact with the owner who lives in the State of New York and is very seldom here. She was recently down here bagging up leaves on her property and it was on a weekend on a Sunday. So, we called our nonemergency police line and I would like to thank our people answering the phone there because they helped us to get in contact with Chief Reid as well as with Brad to see if anyone can come out to serve the owner of the property. Unfortunately, they were not able to come out on that Sunday, but they were there at 8am the Monday following. And the owner was not there and two hours later she was. And I called Brad back and said that she is here can you come, and he said I am on my way. So, he came, and he was able to issue her whatever the appropriate legal notice is and site her for the code compliance violations that he noticed. So, I really want to thank them for being dedicated to our comprehensive plan to eradicate blight. I had a suggestion on it. It made me think since she was here on the weekend and she is out of state. I spoke with a couple other citizens on this. It might be good to have an on-call person on the weekends or after hours with Code Compliance. I conjecture that there are a lot of property owners that live outside the City or state that come on the weekends because it is easier to travel and they are working during the week or they have children or they know that Code Compliance does not work on the weekends. Just something to think about. I wanted to ask about the legislative agenda. I saw a lot of great things regarding public safety, education and transportation. I just wanted to ask what happens next with that. We put our agenda out there. A lot of great things on there and things that could help the City. So, but what happens next with that. I know that they are getting close time. I also wanted to piggyback on some things that have been spoken on regarding the health of the City. I also I know that it has been mentioned many times before that we live in a food desert with only three buyable grocery stores. So, that is something that Petersburg Hops and different initiatives that we are working on can look into. May be attracting an affordable grocery store that has healthy options. And also working with the local restaurants to have one to two Petersburg Hops approved meals on the menu. That may be something to work in collaboration with that initiative as well. Thank you."

Willie Noise, 1508 Circle Drive, stated, "I want to thank the gentleman for mentioning my son. It was a tough day and started a program. We call him 'Damnit Boy'. And we discussed that with the police and that is part of the campaign about things that have to stop. So much for that. I went to see Martin Luther King program which was outstanding. And the City officials that were there represented the City very well. Tonight, we the citizens of Ward 7, Western Hills, are here tonight with two objectives on our list. We want to thank God for giving us such a great council who endlessly give their all day in and day out. A couple who has a listening ear and a positive attitude. We want to remind you of this book. We came to you to publish for us in the 7th Ward. When we presented the book and the contents it read acknowledgment, introduction, list of topics, chapters sources and index. If you are going to finish this book you then are on the introduction too long. It is time to complete a chapter. On several occasions we have come to the table and commitments were made. As of today, we have come to see on paper an action plan on a time limit. We cannot finish this book if you will not get off the introduction page. In conclusion this is our final notice to collect this debt. Our next stop is to knock on the door of the council attorney. Thank you for the opportunity to review our concerns. We love you. Hey America. I can see when Donald Trump said that we need to take America back. I sit in my room watching TV. There I can see what, when, where and who being pieces on a Chess and being manipulated here and there. Going to play God be fair. This journey is going to take us all to hell. Hey America, I can see when Donald Trump said we need to take America back along with other things. Saving a race. What about my race? We save the race or lose it to changing the time. Gone forever. We are like all other pieces and specimens on earth. We die by nature. Life is like dilemma. Do we get doo-doo up or let it harden? Thank you."

Richard Stewart, 129 Rolfe Street, stated, "I am behind you all. I have been coming to City Council ever since back when Roy Hines was here. And Petersburg was in terrible shape. I stand behind you all. You all have come a long way. I hear them talk about that Ramada Inn. I am sure that the Ramada Inn is a problem

*Audio available upon request.

but if you make the wrong turn in Petersburg right now it can cost you your life. Murder on Terrance Street. Murder on Sixth Street. Murder all of the City. The police department is doing the best that they can. If we were to take more pride in our neighborhood than we do the Ramada Inn, then we probably would cut down on some of the killing. Where is our neighborhood watch that use to be? We do not have a neighborhood watch. We are looking at the Ramada Inn and killing is going all around. There on Terrance Avenue right now they are getting ready to build something there very nice. Two people got killed there nearly 30 years ago. I wonder what is going to be in that neighborhood. On Little Church Street, drug dealing and prostitution. What are we going to do? Let us take our eyes off of Ramada Inn and look at our neighborhoods. The wrong turn can get you killed. I am afraid to go out at night now. That is what we need to do. We come here to City Council and we in unity talking about Ramada Inn. But we go our separate ways to Walnut Hill, The Heights, and 5th Ward and we don't even communicate. Is it that we only come together in Petersburg at City Council? Do you ever meet once you leave here? I have never seen no meeting in 5th Ward. No meeting of whites and blacks. Blacks and whites need to come together. The bullets do not discriminate and can kill anybody. That is what I am saying. Let's cut this stuff trying to put City Council down. And the only thing is blight property. We send a man to General Assembly named Joe Morrisey and he said that he was going to do so much. When he is going to come home and do something about blight property and so forth? Thank you."

Ron Flock, 1708 Pender Avenue, stated, "Real quick on the two-way sanctuary City thing. I am not either way on that. From what I understand Mr. Mayor you came out made a statement on behalf of the City. I just don't know if that was representative of the entire council or not. But I think you all should as a group make that statement. Second, when I was talking earlier about doing something about water billing and all that. I came to you all in November and I said that I went down there and had utilities turned over in my name and I had to pay a $75 security deposit. And I said that if decided to sell my house, I was told that the ordinance said that I will not get my money back under any circumstances. So, I had come and asked you to fix that verbiage to say that I can get my money back as long as my bill is in good standing. I have not seen any action on that whatsoever. So, I would appreciate if you would. Councilwoman Annette Smith, thank you for your support and encouragement, one year and five days. Thank you all."

13. BUSINESS OR REPORTS FOR/FROM THE MAYOR OR COUNCIL MEMBERS:

a. Consideration of reappointment/appointment to the Petersburg Redevelopment and Housing Authority Board.

BACKGROUND: The Petersburg Redevelopment and Housing Authority (PRHA) Board consists of seven (7) members who are appointed by City Council to serve four-year, staggered terms. PRHA was created to study blighted areas within the City and to recommend programs for the improvement of such areas; to provide quality housing for low-income families at rents within their ability to pay; and to serve as the duly designated agent for the City to contract with federal agencies for financial assistance in order to undertake urban redevelopment and low-rent housing programs approved by City Council.

RECOMMENDATION: Recommend Council make re/appointments to the Petersburg Redevelopment and Housing Authority Board.

Council Member Myers made a motion to reappoint Jerry Clark and appoint Linda Poe (resident of Sycamore Towers) to the Petersburg Redevelopment and Housing Authority. There was discussion on the motion. The motion was seconded by Council Member Cuthbert. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, Hill and Parham; Absent: Hart

20-R-7 A RESOLUTION REAPPOINTING JERRY CLARK AND APPOINTING LINDA POE TO THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY FOR A TERM EXPIRING SEPTEMBER 30, 2024.

*Audio available upon request.

Council Member Cuthbert stated, "Mr. Mayor would you tell us the status of the initiative to help pay for the addition to Petersburg Public Library. We are talked about $250,000. Maybe the vote was contingent upon receiving money from the sale of real estate."

Mayor Parham stated, "Which was the build up of the general fund of our reserves. Anything over the million-dollar reserves would go toward the library or auditorium fund based on when the CAFR was completed and we knew exactly was in the rainy-day account."

Council Member Cuthbert stated, "So, we need to complete both the 2018/2019 and the 2020/2021 CAFR. The two CAFRs that are overdue, we need to complete that?"

Mayor Parham stated, "We need to get the first one completed and then we will know exactly where we are."

Council Member Cuthbert stated, "Great. We all look forward to the day those two CAFRs are completed and this is just one more to look forward to that. Thank you. I do not have anything else to bring forward to council."

Council Member Wilson-Smith stated, "I have some concerns about our old buildings which seem to not get any attention until it is time to tear them down. And I have asked before for some information. If we have a listing of buildings which are very old. If we had any type of report, I would suppose from Code Compliance that can give us some type of insight about those buildings. Say the library for instance. Has Code Compliance been there, what is there report, what is the cost of the upkeep to fix it? Some type of report such as that would help us not wait until the point of tearing buildings down. I asked about this and asked for this information when we were talking about turning the parking lot behind the multimodal center into a parking lot, I have asked several times since then. So, please Mrs. City Manager or whoever is in charge of that. I am very interested in us making some attempts to save the old buildings. Peabody would be one of those buildings. What are we going to be Giles B. Cook? Who has been in there? The tin roof went back in one corner and the classrooms are still standing. That building is historical for the State of Virginia as the first African American School in Virginia. There has to be something that we can do to look at where we are, so we know how to preserve, and we know where to go. Another thing I wanted to look at is the conversation between the Battlefield Park people and the situation with the dog park. Sorry that Mr. Tabor has left but he was to have a conversation about. I had shared the email that went out from the park services. Park services wanted to know why we were entertaining this so to speak and that we had not discussed this with them before we took the vote on that. I have not heard anymore about it so I would like to know. And I can resend the email that Mr. Tabor said that he would talk to everybody about it. Did we come to some conclusion about the park and the azalea's and the water at Wilcox Lake? Is the water going to be turned back on before the spring of the year before the azaleas start to bloom? If we can get something about that I would appreciate it in writing."

Mrs. Benavides stated, "I think some of those questions were asked. We did respond to the water being cut on. But we will get that information to you as well, not only is staff recording your questions, staff will respond to any question from council before the next meeting. We will get you responses to everything that you asked for tonight."

Council Member Wilson-Smith stated, "And one of the questions had to do with the sports complex and the people who were interested pulling out of that. Do we have that in writing that they were no longer? And I don't remember their names. I'll pull that up and send that back to you. Thank you. That is all that I have."

Council Member Smith-Lee stated, "Good evening and congratulations Mr. Flock. Continue to do your great work. Also, I just want to say that when you are saying your prayers or meditation please meditate or

*Audio available upon request.

pray for John Hart. John is a good person and he is going through some things and health issues right now. We got to keep uplifting him up in prayer. Also, congratulations to Messiah Scott. He made All-State First Team Petersburg High School Quarterback. If I am not mistaken, he is the first person that got that honor as a quarterback. My brother was a running back. Also, February 11th I am still going to have a joint meeting with Ward 6 and 7. I am going to carry on and make sure that John constituents are informed. It is on Tuesday at 6pm at Cool Springs Elementary School."

Council Member Hill stated, "Please pray for John Hart. Prayer does change things. Also, can we get an update Madam City Manager on our economic developer. Where are you with that as far as the process on interviews and what have you."

Mrs. Benavides stated, "We have received several applications and anticipate interviews to occur the first week of February. The first week in February we will hold interviews. I believe that we are putting together a joint selection committee with some of our intergovernmental partners as well as council and staff for this process."

Council Member Hill stated, "Glad to see that we are moving. Also, I would like to thank Mr. Lyons for taking me through the new collection building. I think the citizens would be pleased with it. I am happy to see that we are using some of our facilities. I agree with Councilwoman Wilson-Smith that we have to come up with a plan on how we are going to do our buildings, especially the ones that are vacant. If we can get our heads together. I know that there are limited funds for some buildings. If we can partner up with some people. I know that there are some people that is interested in A.P. Hill or Virginia Avenue and things of that nature. I want to thank all of those that came out to the MLK Celebration on yesterday. I want to thank Mrs. Tami Yerby for putting some of the things together on the recreation side for our youth. It was very inspirational, and it was just a great day on yesterday. Senator Tim Kaine was there, and he was very pleased with the outcome. He was pleased with the direction that the City is going in and we prayed for him for what he has to go through in Washington right now. We pray for all our senators and leaders no matter what side you stand on in our government. It is just trying times. We will be trying to have a Ward 2 meeting in February. I will give you a date as soon as I talk to the facility. I want to thank Berkeley Manor Association. I had another meeting with them on this past Sunday. I want to thank them. I want to thank Mr. Tony Gaines for opening up his home again. They have their meeting every second Sunday of the month. Members of City Council we have a Planning Commission application in our packet, and I would like to now make a motion that we appoint James Norman. He lives at 3201 Hastings Road in Camelot in Ward 7. He works at Virginia State University and is a citizen of the City of Petersburg."

Council Member Hill made a motion to appoint James Norman to the Planning Commission. The motion was seconded by Council Member Myers. There was discussion on the motion.

Council Member Cuthbert stated, "Point of order, Mr. Mayor. I am looking at Rule 3, Section 1, that says only those proposed ordinances, resolutions or motions that have been presented by the clerk or on the docket of the meeting in accordance with the requirements of Rule 2, Section 2, will be considered for action at such a meeting. I know Mr. Norman and I think that he would be a tremendous addition to the Planning Commission. But I think we should wait until the motion to appoint him appears in our agenda packet. I think that can happen at our first meeting in February."

Council Member Hill rescinded him motion.

Mayor Parham stated, "Also, I would like to ask everyone to keep John Hart in your prayers. Because he is an awesome man here in the City of Petersburg and has given this City his all. And he is going through his share of things but yet he keeps pushing for the City of Petersburg and now the City needs too get together and help push John back to good help and to get him back up here. So, Council Member Smith-Lee I will be

*Audio available upon request.

there at the ward meeting as well and so will Councilman Hill. So, Mr. Noise and others let us know if there is anything that we can do over there in Ward 7. And we will be representing anything that you need just give us a call. We are going to be on it in John Hart's absence. This weekend we had a great number of MLK event starting at Virginia State University. They invited us to their Freedom Classic Festival this past Saturday. It was a wonderful event and we thank Dr. Abdullah. I also like to thank Mr. Noise as well as Richard Taylor. I invited them to the MLK Ceremony that we had at Tabernacle Baptist Church. We had a great program. Dr. Lyons spoke and really touched on what Mr. Stewart said earlier about building your community with the City. I encourage each and every one of you all to get together and have conversations with each other. An example of that is that Mr. Richard Taylor came to my church service and then he invited me to his family's church Martin Luther King event. I had a privilege to attend that Monday evening. And we had a nice open and honest discussion about how even though we may be different races and different age groups we have similar things in common. The church opened up and we had a great conversation about racism in this country and the different types of experiences that we have had. Whether it was in the City. We had a great time and it was great fellowship. So, I encourage each and every one of you all to get to know somebody other than your normal network of people and you will find that you have many, many similarities and very few differences between our lives. Next, I just wanted to say also that I enjoy serving on City Council and this is something that growing up here in the City of Petersburg I always wanted to do here as a child. I really value being here but the City really has to look forward to the next generation of council people. Just touching on what Councilman Hill said that people do not understand that Petersburg has suffered due to lack of representation. And I have a council that represents the City to the fullest. And we do our share of meeting. We went to the General Assembly a few times to advocate the dredging of the river and will spend a day up there and nobody knows. We have Virginia Gateway Board meetings early in the morning and Crater Planning meetings at night. Chief Elected Officials for Workforce Development on Monday and meeting with the Chamber of Commerce on tomorrow morning. So, when you look at it this job entails a lot of sacrifices. And this is not something that you get a wage on or gas to get to these events. Most of us use our own cars and own cellphones and own computers. Take all of these things home and catalogue information because we don't have any offices here within the City of Petersburg. So, in order to do this effective you really go all in. And I have a council of seven people that have gone all in and spent countless meetings. We have more council meetings than anyone in this region. And I have had several people from Hopewell and Colonial Heights say, 'that it is amazing what you all go through in Petersburg. We don't do nothing like that. Our council meetings are pretty simple. We don't have that level of intensity.' So, when you look at the City moving forward you want to always look at how people that come here and they want to invest in the City. Sure it may not be a project that you like but when you look at moving a City forward and you are here on various nights when these people say that we have so much course in Petersburg and that is why they are not coming here with their hotel or restaurant. You have to realize that everyone here is definitely being observed both ways. We conduct ourselves a certain way and it is important for the City of Petersburg to move forward and to believe where Petersburg is going. And I see it all the time. We have a lot of positive feedback on the work that we are doing. People see the difference and they really appreciate you all for what you do. Councilwoman Wilson-Smith happy to see you back because you battled with sickness this last meeting, but you always bounce back with resiliency because you are dedicated to the City of Petersburg. So, I know you have lot on your plate as well and I really value everyone's time and all that you do here. I have no other items."

14. ITEMS REMOVED FROM CONSENT AGENDA:

*No items for this portion of the agenda.

15. UNFINISHED BUSINESS:

*No items for this portion of the agenda.

16. NEW BUSINESS:

*Audio available upon request.

a. Consideration of supplemental appropriations for Community Corrections - $6,998.00

BACKGROUND: Community Corrections in Petersburg is responsible for local probation and pretrial services for individuals in Petersburg and Dinwiddie County. The Commonwealth of Virginia via the Virginia Department of Criminal Justice Services has authorized the following revenue for the Petersburg Community Corrections agency.

- Total Authorized Revenue $418,955
  - $184,689 for local probation
    - $182,060 for personnel
    - $1,614 for equipment
    - $1,015 for supplies/other costs
  - $145,490 for pretrial services
    - $143,876 for personnel
    - $1,614 for equipment
  - $41,256 from fees collected
  - $47,520 from local funds
    - This is one City funded position within the Community Corrections agency
    - The salary (including benefits) totals $45,008 which is less than the authorized $47,520.

RECOMMENDATION: Recommend City Council approve the attached appropriation ordinance in the amount of $6,998.

Council Member Myers made a motion to approve the appropriation ordinance in the amount of $6,998. The motion was seconded by Council Member Hill.

Mayor Parham opened the floor for public comment.

Seeing no hands, Mayor Parham closed the public comments.

There was discussion among City Council and staff.

Council Member Wilson-Smith made a motion to table action until the next meeting and this be the 1st reading of such appropriation. The motion was seconded by Council Member Myers. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, Hill and Parham; Absent: Hart

b. Consideration of an Honorary Street Name Policy & Program

BACKGROUND: This ordinance will allow City Council to recognize the significant contributions by or importance of certain individuals and organization to the City of Petersburg by renaming sections of public streets in their honor. **The honorary street names do not change or affect the existing names of those public streets.**

RECOMMENDATION: Recommend City Council adopt the attached ordinance.

India Adams-Jacob, Assistant to the City Manager, gave an overview of consideration of policy on honorary street names.

Mrs. Benavides gave brief information on the request.

*Audio available upon request.

Council Member Wilson-Smith made a motion to adopt the ordinance. The motion was seconded by Council Member Myers.

Mayor Parham opened the floor for public comments.

Ron Flock, 1708 Pender Avenue, stated, "I just want to thank you all for coming together and finding a way to get this done as a group."

Willie Noise, 1508 Circle Drive, stated, "I just want to request that you all check with the neighborhood watches and get their comments and suggestions about any person or street that you want to change. And let them be a big part of the naming and approving. Thank you."

Linwood Christian, 410 Mistletoe Street, stated, "Like Mr. Flock, I am finally glad to see the coming together of the minds. Because when this stuff all started, if someone had listened again to us citizens when this was first started as a suggestion, rather than the stuff of going back before we probably wouldn't be where we are today. Thank you."

Seeing no further hands, Mayor Parham closed the public comments.

There was discussion among City Council. The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Myers, Smith-Lee, Hill and Parham; Voting No: Cuthbert; Absent: Hart

20-ORD-6 AN ORDINANCE TO ADOPT SECTION 98-52 OF THE CITY CODE TO ALLOW FOR THE USE OF HONORARY STREET NAMES.

17. CITY MANAGER'S AGENDA:

Mrs. Benavides stated, "I have to say something. Will Mr. Monte Evans please stand. Please help me in welcoming our new Manager of Billing and Collections. Monty joins us with over 14 years of experience. He has both a Bachelor of Science and an MBA. But most recently he has worked with us as part of our pre-audit team. With both his financial experience and process reengineering experience I think that he will be a valuable asset to the City of Petersburg. And I am so happy to welcome him to our team. Thank you for coming and look forward to hearing your plan of action and tackling our billing and collection challenges in the next few weeks."

18. BUSINESS OR REPORTS FROM THE CLERK:

*No items for this portion of the agenda.

19. BUSINESS OR REPORTS FROM CITY ATTORNEY:

*No items for this portion of the agenda.

20. ADJOURNMENT:

Mayor Parham stated, "I just want to thank all of our police that are present tonight with us. We appreciate you all being here for us."

City Council adjourned at 10:14p.m.

*Audio available upon request.

Clerk of City Council

APPROVED:

Mayor

*Audio available upon request.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **January 21, 2020**

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha Ferrell Benavides, City Manager

FROM: **Captain Chris Walker**

RE: **ABC Application for Sindhi Brothers Inc**

PURPOSE: To receive comments from City Council in the regards to the application for a ABC License for property located at 1500 E. Washington St. Petersburg, VA 23805-9203
REASON: Except for applicants for wine shipper's, beer shipper's, wine and beer shipper's licenses, and delivery permits, the Board shall notify the local governing body of each license application through the county or city attorney or the chief law-enforcement officer of the locality. Local governing bodies shall submit objections to the granting of a license within 30 days of the filing of the application

RECOMMENDATION: Staff recommends City Council to review information on the ABC License Application request and provide comments or questions to the chief law enforcement officer.

BACKGROUND: See attached

COST TO CITY: None

BUDGETED ITEM: N/ A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: ABC Application Letter

STAFF: Captain Chris Walker

Virginia Alcoholic Beverage Control Authority

Chief Executive Officer
Travis G. Hill

January 16, 2020

To Whom It May Concern:

This is to inform you that a retail application has been received from an establishment that is located in your city/county. The following is the basic information pertaining to the application:

License Number: 752324
Company Name: Sindhi Brothers Inc
Trade Name: Petersburg Food Mart
Address, City, State & Zip Code: 1500 E Washington St Petersburg VA 23803-3629
Type of Establishment: Convenience Store
Type of License Applied For: Wine and Beer Off Premises
Date of Receipt: January 14, 2020

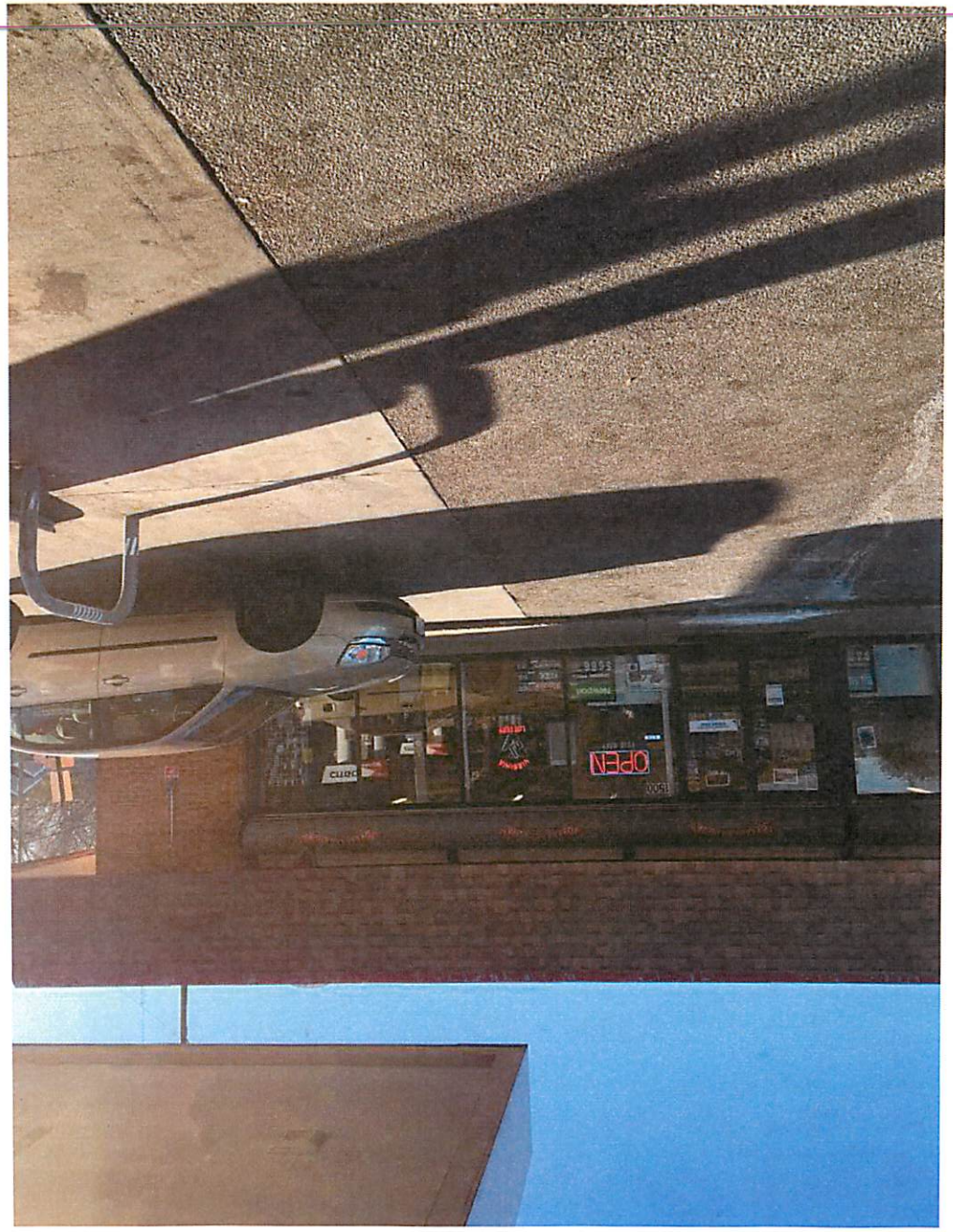
You are receiving this email notification per Code §4.1-230-B, which states:

"Except for applicants for wine shipper's, beer shipper's, wine and beer shipper's licenses, and delivery permits, the Board shall notify the local governing body of each license application through the county or city attorney or the chief law-enforcement officer of the locality. Local governing bodies shall submit objections to the granting of a license within 30 days of the filing of the application."

Please feel free to contact our office at (804) 213-4477 if you have any questions, need any further information or wish to file any objections against the above listed application. Please be sure to reference the license number listed above.

Thank you,

Nicole Corley
License Technician
(804) 219-2057 - Phone
(804) 213-4592 - Fax
nicole.corley@abc.virginia.gov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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Robert A. Floyd, Director of Budget & Procurement

RE: Supplemental Appropriations for Community Corrections

PURPOSE: To appropriate grant funds awarded to the City of Petersburg. The City has received notice of award that exceeds the amount that was adopted in the Fiscal Year 2019-20 Operating Budget.

REASON: The Commonwealth of Virginia via the Virginia Department of Criminal Justice Services has awarded the City of Petersburg Community Corrections funding totaling $418,955. The Adopted Fiscal Year 2019-20 Operating Budget approved the funding amount for Community Corrections to be $409,445. Since the adoption of the FY2019-20 Operating Budget, the City Council has appropriated an additional $6,998. The Commonwealth of Virginia has subsequently authorized an additional increase of $1,959.

RECOMMENDATION: Recommend City Council approve the attached appropriation ordinance in the amount of $1,959

BACKGROUND: Community Corrections in Petersburg is responsible for local probation and pretrial services for individuals in Petersburg and Dinwiddie County. The Commonwealth of Virginia via the Virginia Department of Criminal Justice Services has authorized the following increase to Petersburg Community Corrections.

- $1,959 for "Supplies and Other" for staff development and/or the advancement of evidence based practices.

COST TO CITY: $1,959

BUDGETED ITEM: Yes

REVENUE TO CITY: $1,959

CITY COUNCIL HEARING DATE: January 9, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Community Corrections

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Appropriation Ordinance

STAFF: Robert A. Floyd, Director of Budget & Procurement

AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020 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, 2019, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2020.

Previously adopted	**$416,443.00**
ADD:	
Community Corrections	**1,959.00**
Total Revenues	**$418,402.00**

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2019 and ending June 30, 2020, the following sums for the purposes mentioned:

Previously adopted	**$416,443.00**
ADD:	
Community Corrections	**1,959.00**
Total Expenses	**$418,402.00**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Kenneth A. Miller – Managing Director of Public Safety
Bobby L. Harvell – Deputy Fire Chief

RE: **Virginia Department of Emergency Management – Radiological Preparedness Grant.**

PURPOSE: The Commonwealth of Virginia, Department of Emergency Management allocates funding form Dominion Energy for the purpose of radiological preparedness. This funding is a result of the City's close proximity to the Surry Nuclear Power Station and the potential for radiological emergencies resulting from transportation incidents.

REASON: To provide training and equipment for firefighters and hazardous material response in and around our jurisdictions.

RECOMMENDATION: Recommend that Council accept and appropriate the Virginia Department of Emergency Management – Radiological Preparedness grant funding in the amount of $1,830.00 for year 2020.

BACKGROUND: The City of Petersburg receives grants annually to assist with training and equipment to assist in response to radiological emergencies. These funds are programed for calibration of current equipment and additional monitoring equipment for responders in hazardous environments.

COST TO CITY: No Cost to City

BUDGETED ITEM: N/A (Grant)

REVENUE TO CITY: $1,830.00

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Department of Fire, Rescue and Emergency Services.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS: Code of Virginia Title §44-146.33, Radiological Emergency Preparedness letter from Virginia Department of Emergency Management.

STAFF: Kenneth A. Miller – Managing Director of Public Safety
Bobby L. Harvell – Deputy Chief of Fire

City of Petersburg

Office of the City Manager
135 North Union Street
Petersburg, Virginia 23803

(804) 733-2301
Fax 732-9212
TDD 733-8003

November 1, 2019

Virginia Department of Emergency Management
10501 Trade Court
Richmond, VA 23236

Dear REPP Grant Specialist:

The City of Petersburg has deemed the planning and mitigation of a radiological event in our area a priority of the Emergency Services Coordinator in the Emergency Manager. An event is a realistic possibility that poses a potential threat and hazard to our City. In developing this process, we will accept and utilize the fiscal year 2020 radiological emergency preparedness funds, in the amount of $1,830.00, to establish the organizational framework and operational concepts and procedures designed to minimize the loss of life and property and to expedite the restoration of essential services following a radiological emergency. This project will require updating of the plan for distribution, addendums and amendments to the City of Petersburg's Emergency Operations Plan and Preparedness procedures.

Once finalized, the revisions and procedures will be incorporated into our Emergency Operations Plan and awareness training will be conducted with our emergency responder leaders.

There is an extreme amount of work to be done on this preparedness project, but with the radiological emergency preparedness funds we will be able to accomplish the revisions and updates as necessary.

Sincerely,

Aretha R. Ferrell-Benavides
City Manager
City of Petersburg

Code of Virginia
Title 44. Military and Emergency Laws
Chapter 3.4. Funding for State and Local Government Radiological Emergency Preparedness

§ 44-146.33. Radiological Emergency Preparedness Fund

All moneys received by the Department under this chapter shall be deposited in the state treasury and set apart in a special fund to be known as the "Radiological Emergency Preparedness Fund." Moneys deposited in this fund shall be expended by the Department to the extent appropriated only to support the activities of state agencies and the local governments in establishing, maintaining and operating such emergency plans, programs and capabilities to deal with nuclear accidents as are required by the Nuclear Regulatory Commission and the Federal Emergency Management Agency with respect to nuclear power stations.

1982, c. 222.

The chapters of the acts of assembly referenced in the historical citation at the end of this section 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: January 24, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Michelle B. Peters, Director of Planning & Community Development

RE: Request for approval to carry forward prior year Jarratt House project funding from the Cameron Foundation to Fiscal Year 2019-2020

PURPOSE: To carry forward the Cameron Foundation Grant for the Jarratt House into the Fiscal Year 2020.

REASON: This project is on-going and requires City Council approval to bring forth the funds and allocate these funds for the Jarratt House project. The original grant amount was $81,060.00 the remaining funds total approximately $20,000.00

RECOMMENDATION: Staff recommends the City Council's approval

BACKGROUND: The Cameron Foundation funding of the Jarratt House is continuous to pay invoices for the stabilization of the Jarratt House.

COST TO CITY: None

BUDGETED ITEM: Yes

REVENUE TO CITY: Yes, the remaining grant funds to pay project related invoices

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Finance and Budget

AFFECTED AGENCIES: Planning and Community Development, Budget, and Finance.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS: None

STAFF: Planning & Community Development

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **February 4, 2020**

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

THROUGH: Lionel D. Lyons, Deputy City Manager – Development

FROM: Reginald Tabor, Economic Development Manager

RE: **A Request to schedule a Public Hearing on February 18, 2020 regarding a Proposal to Purchase and Develop City-owned property at 1000 Diamond Street and consideration of an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property**

PURPOSE: For the City Council to schedule a public hearing February 18, 2020 regarding a Proposal to Purchase and Develop City-owned property at 1000 Diamond Street and, consideration of an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property.

REASON: To schedule a public hearing and consider an Ordinance that authorizes the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

RECOMMENDATION: It is recommended that the City Council holds a public hearing on February 18, 2020, and subsequently considers adoption of an Ordinance approving and authorizing the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City has received a proposal from PB Petersburg Owner LLC to purchase the following City-owned property:

Parcel ID	Premise	Street	Proposed Use
044-080006	1000	Diamond Street	Mixed Use

PB Petersburg Owner LLC proposes to develop the property to include a Community Space and 50 one- and two-bedroom apartments.

The parcel is located in a residential neighborhood and the building on the parcel has been vacant for several years. The building is the former Virginia Avenue School. The site includes a 3.93-acre parcel with a building that is 56,000 sf. Potential benefits include, a revitalized vacant school building, housing opportunities for middle income families, and a community center.

The assessed value of the property is $5,168,100.00. The offer price is $10, and the proposed private investment is $6,000,000.

In accordance with applicable legal requirements, A public hearing is required prior to approving and authorizing the sale of City-owned property.

COST TO CITY: Conveyance of Real Property

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes.

CITY COUNCIL HEARING DATE: February 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTIOIN: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Ordinance, Assessment, Property Report, Maps

STAFF: Reginald Tabor, Economic Development Manager

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property at 1000 Diamond Street

WHEREAS, the City of Petersburg has received a proposal from PB Petersburg Owner LLC to purchase the City-owned property at 1000 Diamond Street for a mixed used development that would include multi-family housing and a community center; and

WHEREAS, the potential benefits to the City include a revitalized vacant school building, housing opportunities for middle income families, and a community center.; and

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with PB Petersburg Owner LLC toward the Sale and development of the City-owned property at 1000 Diamond Street.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **February 4, 2020**

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

THROUGH: Lionel D. Lyons, Deputy City Manager – Development

FROM: Reginald Tabor, Economic Development Manager

RE: **A Request to schedule a Public Hearing on February 18, 2020 regarding a Proposal to Purchase and Develop eighty-eight (88) parcels in Ward 5 of City-owned property and consideration of an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property**

PURPOSE: For the City Council to schedule a public hearing February 18, 2020 regarding a Proposal to Purchase and Develop eighty-eight (88) parcels in Ward 5 of City-owned property and, consideration of an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property.

REASON: To schedule a public hearing and consider an Ordinance that authorizes the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

RECOMMENDATION: It is recommended that the City Council holds a public hearing on February 18, 2020, and subsequently considers adoption of an Ordinance approving and authorizing the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City has received a proposal from PB Petersburg Owner LLC to purchase the following City-owned property:

	Parcel ID	Premise	Street	Total Assessed Value	Gross Building Area (Sf)	Land Area (ac)	Zoning	Current Use	City Council Disposition of Property Date
1	030-180009	709	Ann St	$ 25,800		0.31	R-3		3/19/2019
2	045-170057	1200	Baylors Ln	$ 6,300		0.10	R-3		3/19/2019

3	031-240016	741	Blick St	$ 4,500		0.10	R-3		3/19/2019
4	031-230009	742	Blick St	$ 9,000		0.18	R-3		3/19/2019
5	012-080014	109	Burch St N	$ 5,300		0.07	R-3		3/19/2019
6	031-040003	436	Byrne St	$ 4,500		0.15	R-3		3/19/2019
7	031-050039	469	Byrne St	$ 5,000		0.08	R-3		3/19/2019
8	044-130012	1118	Chestnut St	$ 3,300		0.04	R-2		3/19/2019
9	023-250007	127	Dunlop St S	$ 3,000		0.03	R-3		3/19/2019
10	030-040002	1004	Farmer St	$ 6,500		0.14	R-3		3/19/2019
11	030-180007	708	Federal St	$ 4,400		0.07	R-3		3/19/2019
12	030-200011	735	Halifax St	$ 17,400		0.31	R-3		3/19/2019
13	030-250011	808	Halifax St	$ 10,400		0.20	R-2		11/21/2017
14	030-240007	811	Halifax St	$ 8,000		0.20	R-3		3/19/2019
15	031-040057	449	Harding St	$ 6,300		0.23	R-3		3/19/2019
16	031-200043	615	Harding St	$ 3,900		0.09	R-3		3/19/2019
17	031-200046	627	Harding St	$ 9,000		0.18	R-3		3/19/2019
18	031-250012	716	Harding St	$ 7,400		0.22	R-3		3/19/2019
19	031-250014	724	Harding St	$ 9,600		0.21	R-3		3/19/2019
20	031-260024	723-25	Harding St	$ 4,100		0.09	R-3		3/19/2019
21	022-350010	334	Harrison St	$ 6,900		0.29	R-5		11/21/2017
22	044-070009	1022	High Pearl St	$ 39,800	1,216	0.11	R-2	Vacant House	11/21/2017
23	023-110002	516	Hinton St	$ 16,500		0.18	R-3		3/19/2019
24	023-110001	522	Hinton St	$ 38,400		1.07	R-3		3/19/2019
25	030-200004	706	Independence Ave	$ 4,400		0.03	R-3		3/19/2019
26	031-050038	115	Jolly Alley	$ 13,600		1.11	R-3		3/19/2019
27	023-270001	206	Jones St S	$ 5,400		0.07	R-3		3/19/2019
28	023-280005	215	Jones St S	$ 5,900		0.10	R-3		3/19/2019
29	030-200019	751	Jones St S	$ 5,100		0.10	R-3		3/19/2019
30	030-200018	803	Jones St S	$ 18,100		0.29	R-3		3/19/2019
31	030-230012	804	Jones St S	$ 7,400		0.17	R-3		3/19/2019
32	030-230013	808	Jones St S	$ 7,100		0.10	R-3		3/19/2019
33	030-240014	809	Jones St S	$ 10,100		0.15	R-3		3/19/2019
34	030-240011	829	Jones St S	$ 11,129		0.19	R-3		3/19/2019
35	045-060002	839-41	Jones St S	$ 11,800		0.20	R-3		3/19/2019
36	031-260039	126	Kentucky Ave	$ 3,300		0.06	R-3		3/19/2019
37	031-200028	135	Kentucky Ave	$ 11,000		0.17	R-3		3/19/2019
38	031-260037	202	Kentucky Ave	$ 4,500		0.11	R-3		3/19/2019
39	031-260036	204	Kentucky Ave	$ 5,400		0.12	R-3		3/19/2019
40	031-260022	230	Kentucky Ave Rea	$ 2,800		0.16	R-3		3/19/2019
41	045-380031	716	Kirkham St	$ 6,300		0.20	R-2		11/21/2017
42	045-380033	708-10	Kirkham St	$ 6,800		0.22	R-2		11/21/2017
43	045-380032	712-14	Kirkham St	$ 5,000		0.16	R-2		11/21/2017
44	023-280012	650	Lawrence St	$ 3,500		0.05	R-3		3/19/2019
45	022-320016	205	Maple Ln	$ 3,500		0.04	R-5		3/19/2019
46	031-250047	340	Mistletoe St	$ 7,500		0.08	R-3		3/19/2019
47	030-220012	742	Mount Airy St	$ 7,800		0.20	R-3		3/19/2019
48	030-220013	746	Mount Airy St	$ 900		0.02	R-3		3/19/2019
49	031-200003	244	New St	$ 5,600		0.08	R-3		3/19/2019
50	044-320003	101	North Blvd	$ 45,900		16.60	R-1		3/19/2019
51	044-200001	52	North Carolina Av	$ 9,800		2.15	R-2		3/19/2019
52	044-100035	105	North Carolina Av	$ 11,000		2.40	R-2		3/19/2019
53	044-110020	249	North Carolina Av	$ 6,600		0.21	R-2		11/21/2017

54	030-090003	612	Pegram St	$ 14,400		0.43	R-3		3/19/2019
55	023-400025	852	Rome St	$ 7,400		0.14	R-3		3/19/2019
56	030-230023	802	Rosemont St	$ 600		0.02	R-2		3/19/2019
57	031-040035	4	Ross Ct	$ 3,500		0.05	R-3		3/19/2019
58	031-040036	6	Ross Ct	$ 3,500		0.05	R-3		3/19/2019
59	031-040045	9	Ross Ct	$ 4,800		0.06	R-3		3/19/2019
60	031-040039	12	Ross Ct	$ 11,100		0.05	R-3		3/19/2019
61	031-380004	322	Shore St	$ 6,000		0.13	R-2		11/21/2017
62	031-380003	328	Shore St	$ 6,600		0.14	R-2		11/21/2017
63	031-390005	408	Shore St	$ 6,900		0.15	R-2		11/21/2017
64	030-250003	604	Shore St	$ 17,300		0.27	R-2		11/21/2017
65	030-260009	813	St James St	$ 3,500		0.07	R-2		3/19/2019
66	044-300001	300	St John St	$ 10,800		2.31	R-2		3/19/2019
67	044-280002	500	St John St	$ 1,900		0.79	R-2		3/19/2019
68	044-210001	246	St Luke St	$ 8,400		1.84	R-2		3/19/2019
69	044-090016	151	St Mark St	$ 34,100		0.39	R-2		11/21/2017
70	044-100034	152	St Mark St	$ 5,400		0.08	R-2		3/19/2019
71	044-050011	521	St Mark St	$ 5,000		0.12	R-2		11/21/2017
72	045-110008	535	St Mark St	$ 3,500		0.09	R-2		3/19/2019
73	031-390009	415	St Matthew St	$ 11,800		0.15	R-2		11/21/2017
74	030-260005	517	St Matthew St	$ 9,400		0.23	R-2		11/21/2017
75	031-250024	725	Sterling St	$ 2,800		0.12	R-3		3/19/2019
76	031-310011	980	Sycamore St S	$ 10,900		0.23	R-2		3/19/2019
77	031-320023	151	Virginia Ave	$ 6,900		0.11	R-2		11/21/2017
78	031-350014	201	Virginia Ave	$ 6,600		0.09	R-2		3/19/2019
79	023-110025	539	Washington St W	$ 16,600		0.11	R-3		3/19/2019
80	023-110028	519 RE	Washington St W	$ 1,500		0.03	R-3		3/19/2019
81	030-180006	704	Wesley St	$ 3,000		0.05	R-3		3/19/2019
82	030-180005	706	Wesley St	$ 4,400		0.05	R-3		3/19/2019
83	030-180004	710	Wesley St	$ 5,000		0.08	R-3		3/19/2019
84	029-120016	323	West St S	$ 7,400		0.10	R-3		3/19/2019
85	029-150006	425	West St S	$ 15,700		0.27	R-3		3/19/2019
86	030-090035	715	West St S	$ 10,300		0.24	R-3		3/19/2019
87	030-090029	731	West St S	$ 3,000		0.12	R-3		3/19/2019
88	024-270022	919	Wythe St W	$ 6,300		0.12	R-3		3/19/2019
			Total	$ 778,829		39.48			

PB Petersburg Owner LLC proposes to develop the property as infill development of single-family homes. Homes will be lease to purchase.

The parcels are located in residential neighborhoods and they include vacant lots and one parcel with an existing structure. The parcels total 39.48 acres and the single-family structure totals 1,216 sf. Potential benefits include, infill development, population growth, increased tax base, and future homeownership.

The total assessed value of the property is $778,829.00. The offer price is $880.00, and the proposed private investment is $12,000,000.

In accordance with applicable legal requirements, A public hearing is required prior to approving and authorizing the sale of City-owned property.

COST TO CITY: Conveyance of Real Property

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes.

CITY COUNCIL HEARING DATE: February 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTIOIN: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Ordinance, Assessment, Property Report, Maps

STAFF: Reginald Tabor, Economic Development Manager

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 24, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Michelle B. Peters, Director Planning and Community Development

RE: Request of Equity Plus, LLC to rezone the property from A (Agricultural) District to a PUD (Planned Unit Development) District to allow a residential subdivision of 168 single family dwellings. The property address is 2557 North Stedman Drive, T.P. 036-09-0001.

PURPOSE: To hold a public hearing to receive citizen comment on the rezoning request from Equity Plus, LLC.

REASON: Council is required to schedule and conduct a public hearing, upon receiving a recommendation from the Planning Commission, before it takes legislative action on the rezoning application.

RECOMMENDATION: Following a duly advertised public hearing, Council by majority of those members present and voting, the council may affirm, reverse or modify the decision of the Planning Commission. Staff recommends City Council to hold a public hearing on this matter for the February 4, 2020 regular Council meeting. The Planning Commission sends forth a recommendation of denial.

BACKGROUND: The Zoning Ordinance requires that City Council must take action once a recommendation is forwarded from the Planning Commission. The residential property is zoned Agricultural and must be rezoned to allow the residential development. The rezoning would facilitate the construction of 168 single family residential units for rent on separate lots. The applicant will apply to the Planning Commission for the subdivision review and ultimately approval. The developer has met with the community, neighbors and the schools to amend the proposal taking into account feedback provided during the two public hearings held by the Planning Commission.

COST TO CITY: None

BUDGETED ITEM: No

REVENUE TO CITY: Potential Real Estate Taxes

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: NONE

ATTACHMENTS: Application, Planning Commission Resolution and supporting documentation

STAFF: Planning and Community Development

20-ORD-
Adopted:

ORDINANCE AMENDING THE ZONING OF 2557 NORTH STEDMAN DRIVE, TAX MAP PARCEL NUMBER 036-090001 FROM "A", AGRICULTURAL TO A "PUD", PLANNED UNIT DEVELOPMENT TO ALLOW FOR THE DEVELOPMENT OF 166 SINGLE-FAMILY DWELLINGS ON INDIVIDUAL LOTS.

WHEREAS Avram Fechter of Equity Plus, LLC, on behalf of said corporation, petitioned the City Council of the City of Petersburg for a change of zone and amendment to the zoning district map from "A" Agricultural District to "PUD" Planned Unit Development, with conditions, for the purpose of developing a 166 lot, single-family residential subdivision; and

WHEREAS, a public hearing having been held pursuant to notice thereof as required by law, and statements against the request were offered by the public; and

WHEREAS, subsequent meetings have been held with the developer and the residents of the Timberly Heights community to discuss the rezoning request; and

WHEREAS, the Planning Commission is of the opinion that the request to rezone is consistent with the Comprehensive Plan General land Use MAP which suggests the area is suitable for residential uses; and

RESOLUTION OF THE PLANNING COMMISSION

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission of the City of Petersburg, Virginia, held two public hearings to consider the request of Equity Plus, LLC to rezone 2557 North Stedman Drive, T.P. 036-09-0001 from Agricultural to Planned Unit Development (PUD).

WHEREAS, the Planning Commission has given interested citizens and other parties the opportunity to comment on the proposed request at the duly advertised public hearings conducted on September 4, 2019 and October 2, 2019; and

WHEREAS, the Planning Commission considered the information provided by the applicant regarding the request; and

WHEREAS, the Planning Commission receive public comments in opposition; and

WHEREAS, a petition was presented to the Planning Staff with signatures opposing the rezoning; and

WHEREAS, the applicant met with the community to discuss the proposal during a community meeting, and have had several follow-up meetings.

THEREFORE, BE RESOLVED that the Planning Commission of the City of Petersburg at its October 2, 2019 meeting recommends that City Council not approve the rezoning request.

I, Michelle B. Peters, Secretary to the Planning Commission of the City of Petersburg, do hereby certify that the foregoing action was taken by said Commission at its meeting held on October 2, 2019.

Michelle B. Peters

Michelle B. Peters

CITY COUNCIL STAFF REPORT
REZONING 19-REZ-03
PUBLIC HEARING: February 4, 2020

Request:

19-REZ-03: Request of Equity Plus, LLC to rezone the property from A (Agricultural) District to a PUD (Planned Unit Development) district to allow a residential subdivision of 166 single family dwellings. The property address is 2557 North Stedman Drive, T.P. 036-09-0001. The number of units have changed since the original request was presented.

Summary:

The request is for the development of vacant land into 166 single family residential dwellings on individual lots with driveways and front porches on each home. The request is consistent with the Comprehensive Land Use Map, as the map shows this area as a residential use.

Staff and the development review team met with the developer, as well as the City Councilwoman representative for this area to discuss the proposed rezoning of the parcel of land. The property is privately owned and is being rezoned from an agricultural zoning district to the PUD, closely following the regulations outlined for the R-3 zoning district. There are proposed exceptions to the R-3 zoning regulations with respect to the 25' minimum rear yard and the 35' minimum front yard setbacks. The applicant is proposing to have 15' rear yards and 11' minimum front yards. The square footage of the houses range from 900 square feet to 1,400 square feet with two and three bedrooms and 2 bathrooms for each unit, and a 2 car driveway for each unit. Front and rear porches are not on all the units, but you have at least one or the other a front porch or a rear porch or in certain cases both.

The proposed development will have the homes clustered with the development in the middle of the lot and the existing natural buffer along the border of the community. This development will require a subdivision to be reviewed, and approved by this Commission. The project includes the development of all 166 lots as rentals, unless there is a demand for home ownership prior to the completion of the project.

The development will be managed and controlled under a single entity.

The development proposal includes a recreation area with a playground, basketball courts and a community center with parking. The roads will be private and will be maintained by the developer.

The development market include persons with incomes in a range of $35,000 to $50,000. The development will be set up with a Home Owner's Association with fees for maintenance of the landscape, lawns and streets.

Zoning Districts Surrounding Properties:

The properties surrounding this proposed development are developed with Mobile Homes and RMH zoning or single-family residential dwellings with the zoning of R-1A.

Comprehensive Plan:

The Comprehensive Plan dictates orderly land development with the Zoning Ordinance as the regulatory instrument in which orderly development is managed. The zoning ordinance governs the features of a use such as height, setbacks, density, screening, off-street parking, and open spaces. This proposal is consistent with the land use map.

Public Input:

Our office has not received any phone calls since the October Planning Commission meeting. Prior to the October Planning Commission meeting our office had received several telephone calls, as well as a few in-person visits. The concerns raised during that time were from adjacent property owners concerned about safety, traffic, and the type of development that is being proposed.

Updated Information:

The information below was updated after the September Planning Commission meeting. The Planning Commission was presented with the updates in numbers 1-3. The action taken by the Developer after the October, 2019 Planning Commission meeting is represented in numbers 4-5.

1. In 2009, the current owners petitioned for a change of zoning and amendment to the zoning district map from A "Agriculture" to "R-1A", Single Family Residence District with proffered conditions. The purpose was to develop a seven-lot, single family residential subdivision on a portion of the acreage.

   The Planning Commission recommended approval to City Council. The then City Manager B. David Canada submitted documentation to the City Council showing that this property is served by an eight inch sewer line and a ten inch water line and that the request should be denied.

   Mr. Canada didn't believe that the City had the sewer capacity at the Poor Creek Pump Station to facilitate the project.

   This project was discussed with the Utilities Division during the Development Review Team meeting, and in a separate conversation with the Planning Department to make sure that the concerns raised by the previous case have been addressed.

   This development will provide the appropriate improvements to minimize the impact to the current infrastructure and it is being designed and built on the site of the development.

2. The Developer attended a neighborhood meeting on Saturday, September 28, 2019 at Bethany Baptist Church. The presentation tonight has been updated to address some of the concerns raised during the meeting.

3. The City staff, Civil Engineers from Timmons and the developer met to discuss the requirements of Public Works for this project. Mr. William "Bill" Riggleman met with the Planning staff in a separate meeting to review the traffic impacts and requirements.

The developer will be making improvements along the frontage of the property, installing curb/gutter and sidewalk along the north side of N. Steadman Drive and entire overlay of existing road.

Improvements will not extend beyond the property lines, approximately 1,200'.
Right-of-way will be dedicated, as required for development of an 18' face of curb to centerline of road right of way.

There are a few options offered to the developer to address the traffic turning onto 460 County Drive. There is a requirement for the developer to address the additional traffic that will be turning onto 460.

4. Since the October, 2019 Planning Commission meeting, the developer has met with the Petersburg Public School Administration to determine the impacts on the school and has a draft copy of a MOU included in the Council's packet.

5. Since the October, 2019 meeting, the developer has reduced the length of time that a rental unit can be eligible for purchase.

09-Ord-12
Adopted: 03/24/09

AN ORDINANCE DENYING THE REQUEST OF PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE REQUEST TO CHANGE THE ZONING DESIGNATION OF A PORTION OF 2557 NORTH STEDMAN DRIVE FROM A, AGRICULTURE DISTRICT, TO R-1A(C), SINGLE-FAMILY RESIDENCE DISTRICT WITH PROFFERED CONDITIONS.

WHEREAS, Larry L. Henshaw and H. Keith Henshaw, owners of the subject property, petitioned for a change of zone and amendment to the zoning district map from "A" Agriculture District to "R-1A", Single Family Residence District, with proffered conditions, for the purpose of developing a seven-lot, single family residential subdivision, said property described as follows:

> That certain 15.92 +/- acres parcel of land situate and being in the City of Petersburg, with approximately one thousand one hundred forty (1,140') feet of frontage along the north side of N. Stedman Drive, as shown on "Compiled Zoning Plat 15.92 Acres of Land Part of 2557 Stedman Drive" (Dated November 24, 2008 by Townes Site Engineering) addressed as 2557 North Stedman Drive and further identified as p/o Tax Parcel 036-09-0001; and

WHEREAS, a public hearing was held pursuant to notice, as required by law, and no statements for or against the request were offered by the public; and

WHEREAS, the Planning Commission has opined that the request to rezone is consistent with the Comprehensive Plan 2000 General Land Use Plan (Map) which suggests the area is suitable for low density residential uses; and

WHEREAS, the Planning Commission of the City of Petersburg has recommended that the requested zoning change be approved; and

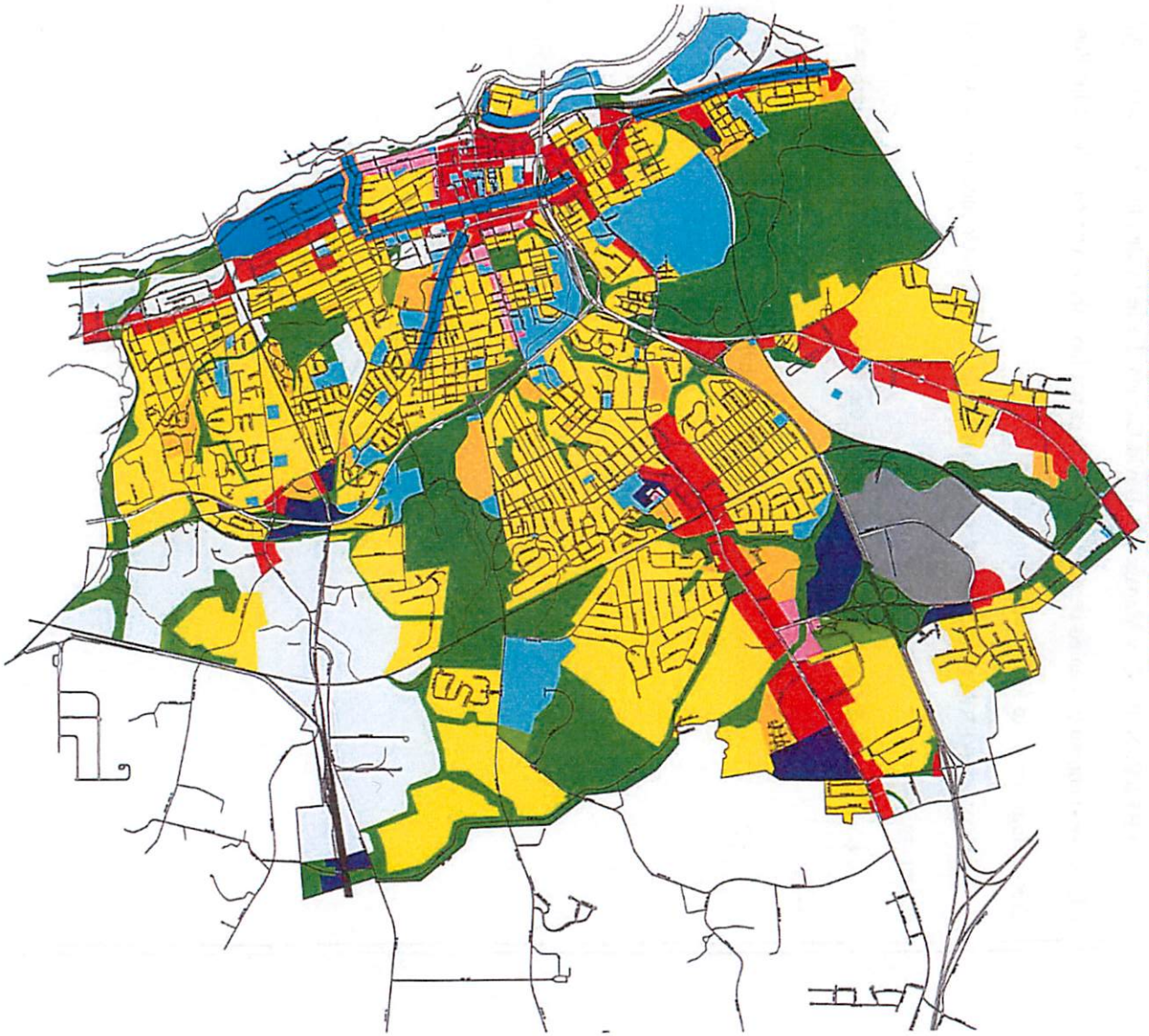
WHEREAS, the City Manager, B. David Canada, submitted documentation to the City Council of the City of Petersburg showing that this property is served by an eight inch sewer line and a ten inch water line; and

WHEREAS, the City Manager, B. David Canada, further stated that he believes that this proposal should be denied because the City does not have the sewer capacity at the Poor Creek Pump Station to facilitate this project.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Petersburg:

§ 1. That the request for a rezoning of the above-referenced property is hereby denied.

§ 2. That this ordinance shall take effect immediately upon adoption.



LEGEND

- LOW DENSITY RESIDENTIAL
- MEDIUM / HIGH DENSITY RESIDENTIAL
- MIXED COMMERCIAL / PROFESSIONAL
- COMMERCIAL
- LIGHT INDUSTRIAL/FLEXIBLE
- HEAVY INDUSTRIAL
- INSTITUTIONAL
- PUBLIC USES
- PARKS & OPEN SPACE
- MIXED USE (OFFICE, INSTITUTIONAL, COMMERCIAL, RESIDENTIAL)
- RTE. 36 (E. WASHINGTON STREET) DEVELOPMENT CORRIDOI EAST CITY LIMITS to E. BANK STREET
- WASHINGTON STREET DEVELOPMENT CORRIDOR CRATER ROAD to ADAMS STREET
- WASHINGTON STREET DEVELOPMENT CORRIDOR ADAMS STREET TO SOUTH STREET
- HALIFAX STREET DEVELOPMENT CORRIDOR W. WYTHE STREET to VIRGINIA AVENUE
- UNIVERSITY BOULEVARD / N. SOUTH STREET DEVELOPMENT CORRIDOR W. WASHINGTON STREET to APPOMATTOX RIVER
- POCAHONTAS ISLAND DEVELOPMENT DISTRICT
- BATTERSEA DEVELOPMENT DISTRICT

FUTURE LAND USE PLAN

CITY OF PETERSBURG, VIRGINIA

COMPREHENSIVE PLAN 2014

Petersburg Planning Commission Meeting Minutes
Regular Meeting
Wednesday, September 4, 2019
City of Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
6:00 pm

I. CALL TO ORDER

Chairman Tammy Alexander called to order the regular scheduled meeting of the City of Petersburg Planning Commission on Wednesday, September 4, 2019, at 6:05 p.m. in the City of Petersburg Public Library.

II. ATTENDANCE

The following members responded to Roll Call:

Fenton Bland, Jr.	Present
William Irvin	Present
Patricia Miller	Present
Elizabeth McCormack	Present
Conrad Gilliam	Absent
Vice-Chairman Brenda Henderson	Present
Chairman Tammy Alexander	Present

The following staff was also present: Michelle B. Peters, Director of Planning/Community Development, Sandra Robinson, Zoning Administrator and Deborah Porter, Planning/Zoning Technician.

A quorum was established.

III. ADOPTION OF THE AGENDA

Chairman Alexander stated that the adoption of the agenda is the first order of business. Commissioner Irvin so moved, and then Vice-Chair Henderson asked if there were any changes. Planning Director stated no ma'am, and the Chair requested that Commissioner Irvin so move again. Commissioner Irvin so moved and Vice-Chair Henderson seconded. The motion was carried and the agenda was adopted.

IV. ADOPTION OF THE MINUTES

Chairman Alexander moved onto the adoption of the minutes. Mrs. Peters laughed and Chairman Alexander stated that we will move the minutes to the next meeting.

you see now is not the site plan that we showed up with a year ago. They listened and heard and absorbed the input from Police to fire to traffic all of that has been vetted at this point. already and vetted through Fire and Police, traffic and changes have been incorporated and is included in the plan that is being reviewed at this meeting.

Avram stated that he and his partner would like to purchase the property to build 168 single family detached homes on small lots. If you turn, so yeah this first page is a pretty decent 3-D view from the street as you move through the community, as you flip through this other 3-d rendering of how the homes will look from the front porches and last but not least you see different angles as you look at different streetscapes. As you see they are all single story with front porches, it is very important for every home design a community that is communal.

The first page of the presentation is the streetscape and a 3 d model and how the homes will look from the street. The other 3-d renderings shows how the houses look with the front *porches* and the different angles if you look at the houses from the street. All the homes have front porches so the community looks communal and it is important to the developers. If you look at the site plan you see the amenities such as a community center, several playgrounds, basketball courts those type of things. We do preserve the wetlands that are there.

These homes are designed to be workforce housing for teachers, firefighters, police officers, nurses, if you look at the incomes needed to afford these homes those are the incomes earned by City of Petersburg and County employees that's the target. The market study indicates that they can build many more than this and have them full overnight. We wish we could do more, if we can.

I should note that we made an offer for a 21 acre parcel about 500 yards down the road from here that is currently owned by the Economic Development Authority (EDA) that will be tentative as a phase II to this, and we made this offer when we became aware that there was so much demand for the product that we can do more.

A lot of Petersburg workforce would like to live closer to home in a better quality home than they have now and an opportunity both from an income and quality perspective, because I think you would agree if you look at the pictures and renderings and read the descriptions of the homes this is a better quality product that many of the people in this income can afford. So, we do have an offer on the property down the street. Doing that follow-up up project is condition for us if they are doing this one. These communities need some scale to be managed effectively to provide amenities like community centers and playgrounds so if we can't get this site done then we don't have enough infrastructure to do the one down the road, we have conditioned our offer on that. With that I will stop talking because its after work and I know you have families to get to, but I am sure you have questions, and I would love to answer any or all questions that you have about this project, our company. We are open to anything.

switch gears if the market hasn't picked up by the time we are finish building out the first site then we will move forward with rental. The market study says they can build 400 additional rental housing units on the second site at this quality and price point. As they are talking to people and showing them the products and explaining the price point and describing what will come in the house, people are not sure the for sale homes in this area will sell for 190,000.00. Avram hopes they are wrong and hope that the market study proves to be wrong.

One thing that might happen is that after a year of construction on site one and people see this brand new neighborhood going in and see a higher quality product than what you would imagine going in, and realize there are parks and other amenities such as a community center this may create the demand and we raise what people think. However, they can't assume that and their investors can't assume that so they are doing a worst case scenario from a financial perspective. Equity plus doesn't want to make promises that they can't keep.

Avram stated that his answer was a very long answer to what appeared to be a simple question. Commissioner Henderson stated that it was okay and proceeded to ask again, so the development currently won't have any for sale units in this development. Avram replied no, not at this price point within this particular neighborhood that are new construction. Will the people who want to rent in this neighborhood be given an opportunity to rent to own. Avram said yes, the people will be given the opportunity, however, at the same price point. He used an example if he came to Commissioner Henderson and stated you know the area and you know the lot and he said hey the rent will be $1,000.00 and then in four years you are going to pay $190,000 for the house will you purchase? You may or you may not be depending on the market. They are trying to have it both ways to have the rental units go in first that they know they can lease and then hold out other units for sale and if the market comes great but if not then in four years when the entire community is built out and people ask why there wasn't homeownership in this community, the entire room can respond that we saw for sale housing and you saw the signs for a while, but the homes didn't sell. That is why there is no homeownership in this community.

Tom Heinemann, partner in Equity Plus stated that there are important things that they are doing in the way the community is laid out each lot will be deeded as separate lots, 5,000 square feet lots, the homes are manufactured homes they will be set on permanent foundations, drywall throughout.

Chairwomen Alexander opened the Public Hearing Period, and asked if there was anyone who wished to speak in Favor of this request. Anyone? There being none, Chairwoman Alexander then asked if there was anyone who wished to speak against this request.

Ms. Peters asked those in the audience who wished to speak to please come forward and state their names and address.

the project. She stated that from a Staff's position, we think that it's a good idea that they would talk to the community, but then again, as businessman and developers, they have to make decisions, because this is private property, this is not City owned property, and so they have been working with Councilwoman Treska Wilson-Smith, and they are aware she does regular Ward meetings, so she left that to them, because she knew she had to advertise public meeting. She stated that she wanted to be fair to everybody, and that she wanted them to know it's not like oh we forgot the public, it's just there were some thing on the table.

Commissioner Patricia Miller stated that in the packet that they received for this evening, there pages that said petition for zoning change, I took that to mean, the person names that listed here, signed the petition in favor, to which Mrs. Peters explained that this was a process that staff uses to notify adjacent persons living in the area, notifying them of the meeting only. Commissioner Miller acknowledged that she understood.

Paul Gillespie – 2473 N. Stedman Drive, where he lives, and 2345 County Drive, which is at the end of N. Stedman Drive, which he also owns in Petersburg, VA 23805. Mr. Gillespie stated that he had concerns of heavy traffic at the Intersection and N. Stedman and 460 County Dr. He stated that this was a very narrow road, whereby it was difficult for cars to even pass each other. He also stated that he was concerned because his driveway was close to the road, that he had concerns of them taking a position of his driveway, if they were to widen the road. He also stated that he did not wish to sell his property.
Mr. Gillespie also stated that if they were to widen the road, then this would produce more traffic and that the at the intersection, it was already difficult to see, because N. Stedman Dr. is built at an angle which made it so difficult to see.
Mr. Gillespie stated that even if the developers widened the road near their property, it still wouldn't help with the traffic near his property.

Mrs. Peters stated that this was private transaction, and that the project would need to go before Development Review Team, was well as Planning, Engineering, Transportation, as well as Utilities Divisions. She also stated that the City doesn't own the land, and traditionally, when not coming before Planning Commission and City Council, then we can only request what is required of them to do.
Mrs. Peters stated that she could take it back to the Team and meet with Timmons Group, who is present, and they can condition that they will purchase or we request an acquisition to widen the road.

Mr. Gillespie stated that it needs to be address. Mrs. Peters stated that staff can bring it up at the next Council Meeting.

Ms. Rasheda Farid - 18 Jarratt Court, Petersburg, VA 23803 came forward to speak. Ms. Farid stated that she was glad to see an interest in replacing single-family dwellings that were dilapidated and run down, but she had concerns of this project down the line being turned over to Section 8 Voucher housing program, owned by the Petersburg Redevelopment and Housing Authority. She stated that this is want happened in the City of Richmond, and what's to say this won't happen to Petersburg.

which stays with the unit, and there is a "Corridor"? Voucher that moves with the person, whereby, the landlord receives the payment from the Housing Authority.

Mrs. Peters stated that "it's not about being right; it's just about not misleading. She stated that Mr. Packer talked about it being illegal, that is why I didn't use the word "Proffers". If you notice on your sheet it says proffers. She stated "I'm not an engineer, my response was, "I don't know what Department of Public Works has in its plans as far as widening the roads, but as far if this was a goal of something they have in its plan of widening the road, it could very well be something that could be done during this project, having to follow the requirements of each department in doing this development.

Mrs. Peters stated that not that Mr. Packer was trying correct her, that's not his style. She stated that she heard what I said and what he said, but she wasn't trying to request something that she know illegally she could not request. Mr. Packer stated that he agreed.

Chairwoman Alexander stated that they had to hurry up, because they only had 4 minutes left.

Mrs. Peters stated "Don't feel rushed", we used this location because of work going on at City Hall. She stated that if you feel you need more time then you can ask for a continuance or set another meeting, or you could have heard what you heard and send forth a recommendation.

Commissioner Irvin stated that his preference would be for a continuance, for one primary, to get additional information for public safety concerns, and to converse as to what this project can become, other than what they are proposing.

Commissioner Bland stated that he would like them to meet with the community and public at one of the churches to have discussions.

Commissioner Henderson stated that there need to be more time for input.

Commissioner Irvin stated that he was in support of the project, but the intersection is a dangerous road to start with.

Commissioner Irvin asked if there was any way if the City could partner in terms of improving the overall safety at this intersection. He stated it would be a win/win.

Commissioner Irvin made a motion and Commissioner Henderson second.

Mr. Fetcher stated that he didn't think they would have an answer by the October 2, or November 1, to which Ms. Henderson corrected him, and stated October 1st meeting. Mr. Fetcher stated that there was only so much information they would have at this stage.

There was a motion on the table stated Chairwomen Alexander.

Petersburg Planning Commission Meeting Minutes
Regular Meeting
Wednesday, October 2, 2019
Petersburg Public Library Meeting Room
201 West Washington Street
Petersburg, VA 23803
6:00 pm

I. CALL TO ORDER

Chairwoman Tammy Alexander called to order the regular scheduled meeting of the City of Petersburg Planning Commission on Wednesday, October 2, 2019, at 6:00 p.m. in the Petersburg Public Library, Community Room, 201 West Washington Street Petersburg, Virginia 23803.

II. ATTENDANCE

The following members responded to Roll Call:

Fenton Bland	Present	arrived 6:33pm
Dr. Conrad Gilliam	Present	
William D. Irvin	Present	
Patricia Miller	Present	
Elizabeth McCormack	Present	
Brenda Henderson Vice-Chairman	Present	
Tammy Alexander Chairwoman	Present	

The following staff was also present: Michelle B. Peters, Director of Planning/ Community Development, Deborah D. Parham, Zoning Technician, and Sandra A. Robinson, Zoning Administrator.

Prior to the start of the meeting Mrs. Peters advised the Commissioners of the by-laws regarding the meeting start time. She advised the Planning Commissioners that the meeting shall not begin prior to 6:00pm and a discussion ensued as to the amount of time to allow speakers for the public hearing due to the number of speakers in attendance and since the Libraries meeting room closes at 8:00 pm noting that there were two public hearings being held. Mrs. Peters stated that unlike Council the Commission just needed to know the number of speakers to establish the amount of time to allocate to those wishing to speak.

A quorum was established.

III. ADOPTION OF THE AGENDA

Chairwoman Alexander asked if there were any changes, deletions, additions to the agenda. No changes were necessary. Commissioner Irvin made a motion to adopt the agenda as presented and Commissioner Alexander seconded the motion. The motion carried and the agenda was unanimously adopted.

IV. ADOPTION OF THE MINUTES

Chairwoman Alexander asked if any minutes would be presented. Mrs. Peters stated that the minutes will be presented at the next regularly scheduled Planning Commission Meeting. She explained that staff is working to have minutes prepared by a transcriber due to the workload undertaken by the Planning Department staff has not contracted with anyone to date. Minutes should be sent out by the next meeting.

Commissioner Irvin made a motion to defer the minutes until the next scheduled Planning Commission Meeting. Commissioner Alexander seconded the motion which carried.

V. PUBLIC INFORMATION PERIOD

Chairwoman Alexander opened the Public Comment Period to anyone who wished to speak on any matter not on the agenda. With no one coming forward, the Public Comment Period was closed.

VI. PUBLIC HEARING(S):

19-REZ-03: Request of Equity Plus to rezone the property from "A" (Agricultural District), to a "PUD" (Planned Unit Development District) to allow a residential subdivision of 168 single family dwellings. The property address is 2557 North Stedman Drive, T.P. 036-09-0001.

Michelle B. Peters, Planning Director for the City of Petersburg presented the staff report, advising the Commissioners and the public that the initial public hearing request by the applicants was held at the September 4, 2019, meeting but that the Commissioners felt that there was a need for additional information and at the last meeting questions were raised about traffic and what the City would require this developer to do on North Stedman Drive. Commissioners nor Staff were not in a position to provide answers. Action taken by the Commission was deferred on the request.

Mrs. Michelle Peters, Director of Planning/CD provided a recap of the request for the public stating that the proposal is for construction of 168 Single Family dwellings on detached lots within a subdivision to be plated by the Planning Commission. The project will use VHDA tax credits and it would be considered a LIHTC (Low -Income Housing Tax Credits) project. All homes initially to be built in the first phase and all the property will be used for rental purposes. If the market changes during construction the developer will commit to offer the houses for sale totally based on demand. This developer also has a contract for property down the street that is owned by the Economic Development Authority. Mrs. Peters proceeded to inform the public that said property is not a part of this consideration, however you may see it or hear it mentioned because what they are proposing to do if demand changes in the market they're committed to doing single family for homeownership on the second tract. All based on market demand. Mrs. Peters reminded the Planning Commissioners again, during the last meeting they weren't in a position to provide answers or make a recommendation to the City Council so therefore they tabled taking action on the request and it was requested/suggested that the representatives of Equity Plus LLC, introduce themselves and participate in a community/neighborhood meeting which would be assisted by Councilwoman for the Ward, to ask and answer any questions which

needed clarification with regards to the project. A meeting was held on September 28, 2019 at Bethany Baptist Church in the City by the developers, public and Council Representative for the Ward. Mrs. Peters asked by a show of hands from those persons in the audience who attended the meeting. She stated since that time the developers addressed the concerns mentioned by the community. The developers sent in an updated Power Point presentation to the Planning Department, Commissioners, Council Representative and Department of Public Works, Mr. Bill Riggleman, to ensure that the staff and developers are on one accord. The City has been in talks regarding the property with the developers for the past year and discussions were held about the concerns and shared with the developers. Mrs. Peters also shared the vision and concerns of the Planning Dept and that the Council in general doesn't want any more Tax Credit projects. Not saying that she as the Planning Director doesn't want them but explained what types of projects the Planning Department reviews and is approached with daily. She stated that people get confused when it comes to the responsibilities and reviews of projects within the Department. The Department is charged with keeping development in line with the Comprehensive Plan which was adopted by City Council and the Comp Plan map which indicates how and what the land should be used for, whether it is Residential, Commercial or Business, Medical or Industrial it is the tool which the Department utilizes. When individuals come into the office to inquire about land use questions the staff uses these resources as a tool.

Mrs. Peters informed the public and the Commissioners that the Planning Department had undergone renovations involving painting and carpet replacement and that as a result there were files moved out of the office which were missing and simply not in the proper places so the staff went back to researching the property to ensure that we were dotting our "I's" and crossing our "T". Staff discovered in 2009 the owners requested to rezone the property from "A", Agricultural to "R-1A", Single-Family Residential District. Mrs. Peters stated that it doesn't matter if an individual or group likes a development, if the Comprehensive Plan which is a guide to how property should be utilize and the uses proposed be compatible with any existing or new use. The City is not in the business of costing the developers money. Information wasn't shared with the Planning Commission in 2009 when a recommendation was sent to Council to approve the request for the owners at that time desired to create a seven (7) lot subdivision which would have had larger lot sizes of 100 ft frontage and a minimum lot area of 15,000 square feet. Former City Manager, B. David Canada, advised that the Poor Creek Pump couldn't support the lots proposed and recommended to the Council that the request be denied. Mrs. Peters stated she was sharing this information in order to provide full disclosure to the Commission in their efforts to make an informed decision regarding the request on the table. The Engineers have covered the matters of design in the proposed development. Mrs. Peters stated that she had met with the Department of Public Utilities to ensure that there wouldn't be any additional unforeseen problems with the project if Council saw fit to approve it they would have a problem but that is why the Engineers would design an appropriate detention/retention basin. Mr. Riggleman had provided updated comments from the Development Review Committee meeting. Mrs. Peters clarified past issues and brought Commissioners up to date with where the project stands at the present time covering traffic, Poor Creek Pump, prior request, community concerns, the

Planning Departments position from a zoning/land use perspective and other input from various City departments and representatives to include J.K. Timmons, Engineer, Derek Johnson.

Due to the time limitations it was requested by Chairwoman Alexander and the Planning Director, Michelle B. Peters that questions be deferred until the end of the applicant presentation from Equity Plus, LLC. The floor was opened for the applicants of Equity Plus, LLC.

Mr. Tom Heinemann, Heinemann Consulting and Mr. Avram Fechter, representing Equity Plus, LLC spoke on behalf of the rezoning request. They held a screen presentation to the public and the Commissioners to enlighten them on the housing plans and the style of the homes to be constructed in the subject community if approved by the City Council. The homes will be factory built and brought to the site and will range in size from 900 sf to 1400 sf. Each home is proposed to have a front poarch and some will have rear porches. Homes to meet high energy efficiency standards with quality finishes throughout the interior and exterior. Rents to fall in a range from $975 for a 2BR home, $1150 for a 3BR home and $1300 for a 4BR home; the Community is targeted for Middle Income families with household income earnings up to $50,000 per year. The project is to develop 168 homes on 5000 SF separately recorded and deeded lots. The subdivision will offer ample green and open space with a "green buffer" to neighboring communities and recreational amenities will include a club house, playing fields and nature trails. Security features will include street lighting and security cameras throughout the entire community. This development is targeted to working families and the targeted income levels for this development will be as follows: Family of 2: $39,900, Family of 3: $44,940, Family of 4: $49,920 and Family of 5: $53,940. The professions that are said to fall within the targeted income levels are as follows: Office Manager: $38,000, Licensed Practical Nurse: $38,000, Police Officer: $37,000, Fire Fighter: $40,000, Elementary School Teacher: $37,000, and Full-time hourly wage between $20-$25 per hour. All homes within the development will be fee simple real estate. They will have permanent foundations and be deeded and titled on individual 5000 SF lots. Examples of the home elevations were shown. A list of resources and references was provided. The presenters stated that the project must meet FNMA standards/guidelines and in closing showed pictures to the public and spoke on findings of studies on property values, specs, architectural standards, crime rates etc...

Chairwoman Alexander asked the Commissioners if they had any questions for staff, or the applicants and it was decided that any party there to speak in favor or against the request would do so first then questions would be taken at the end of the parties expressing their concerns.

After further discussion, Mrs. Peters informed all parties speaking to state their name & address into the microphone. The speakers were as follows:

Caron C. Scott of 1890 Pender Avenue, raised a question regarding the gas lines, stating that there was a concern raised at the previous 2009 request for rezoning and wanting to know if the issue had been resolved and what the status is. Stated against the request.

Bill Hallman of 1832 Pender Avenue, Against the request of a new housing project and the City has enough low-income housing and it is hard enough getting in and out of the area. The area can't absorb more traffic and expect the neighborhood to remain peaceful. How many people will take care of their properties since it is targeted at renters.

Ronald E. Flock, Jr. of 1708 Pender Ave, raised the question if there has been any environmental impact studies performed on how the development will impact schools, Poor Creek, Fort Lee and traffic. The entrance of the neighborhood is literally impossible to get out of the subdivision. Student/teacher ratio which impacts schools and the community. People living in the existing neighborhood actually take care of their property. 10 to 15% of the renters take care of their property however, 2 streets into the neighborhood are not properly maintained and are rental properties.

Alyssa J. (Baron) & Charles M. Johnston of 1819 Walker Ave, said they moved to their home in 2009 and loves the neighborhood, it's quiet, stable, private and each of the neighbors takes pride and care of their properties and in assisting each other. She stated she's learned a lot about tax credits in the past several days. The City of Petersburg's Housing Choice Voucher program is closed right now and not accepting new applications. Mrs. Johnston said that she doesn't have any concerns about affordable housing but is concerned with the strings that may be attached to the projects associated with the usage of Tax Credits developing the property. Rents seem relatively high for incomes mentioned by the developers regarding and the homes being provided in the applicant's proposal. Projects like this have serious maintenance problems and according to the GOA report about 40% of tenants needs housing vouchers to meet rent obligations. Not like the 168 new housing lots being created. The government pays some of the rent after the developers obtain the property. In speaking with Avram Fechter, who submitted the application Mrs. Johnston stated she now understands producing enough cash flow to meet their operating needs. The Timberly Heights neighborhood doesn't want to connect the roads encompassing the neighborhood. Planning Commissioners you have the opportunity to stop the new development of the rental properties that will remain rental properties. Mrs. Johnston proceeded to submit a petition with 70 signatures opposing the rezoning of the subject property and respectfully requested that the rezoning be denied.

Monek Y. Kim, 1820 Walker Avenue, Petersburg, VA 23803 stated if you really looked at our area it's the best kept secret in Timberly Heights. Most people are retired whom live in the neighborhood. He said he didn't see a road being built there and the trailer park is currently in the way. Police are called to that area on numerous occasions. Low income housing is already within the trailer park. Students on post at Fort Lee generally stay at the most 2 years. Where will the trailer park go as its always been a thorn in the neighborhoods foot. Mr. Kim proceeded to ask Who are the people stirring up this commotion? Laughter ensued and Mr. Fechter responded while writing down questions that he will address at the end of everyone's questions. In closing, Mr. Kim also wanted to know when the projected start and completion dates of the proposed project were.

Jacqueline L. Powell, 2519 Baxter Rd & (2519 North Stedman Drive-location), stated that she met with the Commission about 15 years ago, but the proposal fell through. Now widowed and a stroke victim she has trouble speaking. She stated that she owned 28 acres of land with a pond and that the water from the pond comes from the Black Water Swamp area which flows onto their property. Taking land from one area to another is detrimental to the land and it should be stable. In the next three years she'll own her land. She asked that the land not be disturbed the land is wetlands. Developing the property could cause problems to her property. Ms. Powell stated she hopes that the Commission will not allow the development to take place. Although it's a large tract of land to be developed the Commission should take the concerns of the people who currently live in the area and the water tables under advisement.

Chairman Alexander asked if there were any other individuals who wished to speak and Mr. and

Mrs. Tyrone Harvey (Teresa) 1904 Pender Avenue spoke on their behalf. Mrs. Harvey stated she loves her home and it is a hidden jewel. She enjoys the area because its quite and she admits to being a loud sleeper and loves to sleep in on Saturdays and Sundays but the noise from the adjoining trailer park is a nuisance. Vehicles coming and going, zooming down the street, so if you are talking about rerouting that traffic along Pender Ave the Commission and the City would be making a terrible mistake. The community tried to have speed bumps installed to slow down the traffic, kids playing outside in the streets all day long and its unfair to the people who have lived there all their lives, retirees, military, stable working people to work all there lives and be uprooted to low income housing...it's simply unfair. Go to Chesterfield and Henrico counties to see and get a nice home in which there are several people who work in Petersburg and lie in order to register their children in those localities school districts to get a better education. In closing she stated How about let's work on the school system first and then look at redevelopment efforts.

Mr. Robert Flock, of 1708 Pender Avenue stated he wanted to bring attention to the petition submitted and that he wasn't available at the time it was circulated to sign. To the best of his knowledge there were 78 out of 82 signatures.

A lengthy discussion ensued regarding concerns the Councilwoman for the Ward had regarding the development of the subject property and how those issues could be mitigated to address the neighborhood and ongoing City issues such as traffic, ingress and egress, water quality and sewer lines, wetlands and the Poor Creek Pump station.

Commissioner Alexander asked if the Poor Creek Pump station has been upgraded? Mrs. Peters responded that there have been some improvements to the station but there's a hydraulic issue that they've been dealing with and they are not at capacity at least that was the conversation that I had with Andrew Barnes, Utilities Manager. Mrs. Peters stated that any further questions will be answered by Mr. Derrick Johnson, J K Timmons Group and the applicants regarding the water, sewer, gas and the environmental impact findings.

Mr. Derrick Johnson, with Timmons Group Civil Engineers, the engineering company who has worked extensively for the City and in the City of Petersburg and is working on this project to assist the developers. He stated that there have been several great questions asked tonight by the citizens and informed the Commissioners and the citizens that there is a gas line with an eight (8) foot easement that cuts through the site, extending up into Timberly Heights and the backs of lots 6, 7, 8 and 9 on the plan and continues to the West. That gas line is an easement, transmission gas line the site has been designed so you're only crossing the line at one location along with the road. With respect to wetlands, a wetlands study has been done for this site and the proposed site has been developed to help minimize any impacts of those wetlands because impacting the wetlands is very expensive. Mr. Johnson went on the explain how wetlands impact the area and what they will be doing to minimize the wetlands and adjacent property owners land by trying to maintain as much of the existing natural vegetation and trees as possible to and along the project site clustering the development together. A discussion on water quality standards which the City and developers must adhere to took place. With respect to the sewer issues that impacted the project in 2009 which was at the time wherein the City placed a moratorium on sewer development in the subject area because of the problems with the Poor Creek Pump station, which Timmons Group firm working on and completed improvements which was a big investment and opened up development opportunities for more development

along 460 (County Drive). Mr. Johnson gave clarification on where the new pump station would be housed at on the property based on a question from Commissioner McCormick in addition to a question posed by Commissioner Gilliam and Chairwoman Alexander referencing the gas & sewer lines. Mr. Johnson replied that the gas line is an existing line with the eighty (80) foot easement and would need to go through procedure and processing with the gas company to make the necessary crossings. Commissioner Gilliam asked if the sewer line would be pumped back to the City's line and Mr. Johnson replied, that is correct, Sir. Commissioner Gilliam mentioned that the citizens are already experiencing problems with the sewer infrastructure situation and rested his comment. Mr. Johnson stated the eight (8) inch line is adequate to handle the capacity to serve the One Hundred and Sixty-Eight (168) lot development proposed. Gravity and the way the line runs eliminate flow issues. Commissioner Gilliam, proceeded to ask a question "What about the water flow and water pressure?" Mr. Johnson stated there is a ten (10) inch line in Stedman Road and they would design and install additional lines which they would build and the City would own them. These lines would provide for the necessary fire hydrants and individual service lines for water to the development. He further stated that the ten (10) inch lines would be adequate at least that is what he had been told by our Public Works Department. Commissioner Gilliam stated that the City already has problems with water pressure. Mr. Johnson stated the age of the old infrastructure is a concern for them as well, but new lines are being installed. 460 has pretty good water and sewer pressure and there are other areas from 36, back towards Fort Lee along Washington Street that Timmons Group is currently doing developments for such as the Pin Oaks project for the Petersburg Redevelopment and Housing Authority. Mr. Johnson stated that he had addressed all issues that were related to site concerns. Chairwoman Alexander asked Mr. Johnson if the gas line that he spoke of was that a new line and was it sufficient in size to handle this new development. Mr. Johnson responded that the line she spoke of was a transmission line and that it is shown on the plan as an easement and nothing they are doing will connect to this line.

Mrs. Peters clarified to the Commission that there were two (2) additional questions needing to be addressed. She stated the matter of the Homeowners Association (HOA) and that there will be an HOA because the subdivision development will be recorded as single-family lots. All 168 homeowners will be Equity Plus LLC. Avram stated that they will be marketing their product to the community, as they will be the owners. To attract people to this development it has to be attracted, people can go and live anywhere in the City why would they chose this development. Therefore, their product has to be of good quality to attract persons to either rent or purchase the homes. Avram Fechter went on to state that the incomes are not really that low. Commissioner Gilliam wanted to know why they selected Petersburg, and the response was that three is an affordable housing crisis in this country. The market dictates that a need exist in the City of Petersburg. Based on the market study they can build about 1000 units and fill them, so they didn't pick Petersburg, Petersburg picked them. He went on further to state that there are no intentions to build a road, the project has always faced on North Stedman, and they have no plans to build a road anywhere else. The demand is here for affordable new constructed housing. Mr. Heinemann shared what attracted him to the City. He stated that the location was great and he got a sense that the community is a great place to be and live. A community meeting can be coordinated through Mrs. Wilson-Smith since they have been meeting with her and keeping her informed. Petersburg is a special place the design with the community center, clubhouse and the design would be a great place to live. Commissioner Gilliam stated that since the developer spoke of the incomes of the teachers and the police officers could afford to live here but Commissioner Gilliam wanted to know why would someone at that rental rate would I want to live behind a trailer park? The developer stated that getting to the neighborhood may be a challenge that they will face, but hopefully the design and the fact that its new construction

would be an attraction. The close proximity to the major highways and work. The amenities and the demographics would attract people to the development.

Mr. Heinemann stated that someone wanted to know who would manage the property, and the development that they currently manages in the City of Petersburg. TM Management is the managing company and they manage Henry Williams Townhomes in the City of Petersburg, as well as about 10,000 other units in the Maryland, Virginia, DC area. They stated that since they will be owning the units, they are better neighbors than an owner, because they will protect their investment by taking care of the units. If not they will lose money.

Commissioner Gilliam also wanted to know how much money was in the budget for landscaping because Henry Williams Development that they referenced is being managed by their partner has limited landscaping. The budget includes 13 million dollar infrastructure budget that includes landscaping. The exact figure is not known, but we recognize that landscaping has to be nice in order to attract people. Commissioner Gilliam stated that this would be the first one to have money allocated for landscaping. His experience is that all the projects that are LIHTC always cut back on landscaping and landscaping is necessary for the residents to take pride and for the community to retain its attractiveness. If you are successful in getting this approved, please don't cut the landscaping budget.

Through the Home Owner's Association they plan to maintain continuity and consistency of the landscaping. Although each home will be given a five foot area that they can plan or maintain, the major of the areas will be maintained by the HOA.

The homes will all have front porches with an open community feel. Back stoops, and designed to encourage interacting amongst the neighbors.

Chairwoman Alexander asked if there were any other questions of the Commissioners, because of time, this case needed to be wrapped up since the Library closes at 8 and there was one more case to be presented to the Commissioners.

Commission Irvin stated that he had a question for Mrs. Peters. Mrs. Peters stated that all questions have been addressed based on the outstanding issues she had in her notes. Mrs. Peters further stated that she wasn't sure if the answers were satisfactory, but the questions had been addressed.

Commissioner McCormack asked Mr. Johnson from Timmons Group what his relationship is with the City and the Developer. Mr. Johnson responded that Timmons Group has 560 employees they have 10 offices. Headquarters in Chesterfield, County. They do residential and commercial development. The other side of Timmons work with localities, they work with the City of Petersburg and help Public Works with design and other infrastructure projects. Commissioner McCormack wanted to know who Mr. Johnson represented with this project and he responded that he works for the developer in this particular project.

Chairwoman Alexander asked Director Peters if she could close out this conversation. Mrs. Peters stated the two questions still needed an answer. What is the timeline on the project and

the answer was about a year? The other question was have the impact on the school system been explored, and Mrs. Peters stated that she would make sure this information is available by the Public Hearing before City Council.

Commissioner Irvin asked Mrs. Peters how North Stedman Road would be affected based on the conversation had back in September there was a question about the 1200 feet of frontage and the concern between one or more residents and his concern. You have a widening at some point along the street but it will return to the existing two-lane road. Has anything changed from that design? No, nothing changes because the City can't require the developer to widen North Stedman Road beyond the frontage of their development. A traffic impact study was performed at the request of Public Works. There are some improvements required to be made at one end of the Stedman Road as required by Public Works. They will need to determine how to do the improvements required by Public Works at North Stedman and Route 460.

Will the City in its road plan skip over other existing projects to pay for the necessary improvements needed by this development? The answer is no, the City will not have any investment in this project. The cost associated with the improvements will be the project cost.

The approval or denial of this project does not waive any requirements of any division. The recommendation from Planning Commission will not waive any City code requirements.

The Commissioner asked if staff had a recommendation. Staff responded that from a land use perspective the recommendation supports residentially zoned property and that is what the developer is proposing, a residential development.

Impact on schools, will the information or some numeration be presented to City Council? Mrs. Peters stated that yes it will be a part of the presentation to Council.

Commissioner Gilliam moved that this Commission will deny the proposal of 168 units on Stedman Road as presented. Commissioner McCormack seconded the motion. Chairwoman Alexander expressed her displeasure with the size of the lots, the overburden of traffic. Commissioner Gilliam stated that he has a problem with LIHTC housing, he doesn't see where it will be positive over the next 30 years. If the houses were of a higher value, he wouldn't have any problems. However, on the other hand who would want to live behind a trailer park if you built a $300,000 house. If you build it, they will come doesn't work for the City of Petersburg because it will burden the school system, and the City. Commissioner Henderson stated that she has a problem with the development since almost all the adjacent property owners signed a petition to deny the request. Chairwoman Alexander asked Mrs. Porter to call the roll. Commissioner Irvin requested that the motion be repeated. It was repeated that the Commission was voting to deny the request. On roll call the vote was 5 to deny and 1 not to deny.

The developers were thanked for coming and informed that they will have an opportunity for another public hearing at City Council.

19-REZ-04: Request of Roslyn Farm Corporation to rezone the property from A (Agricultural) District to B-2 (General Commercial) District to allow commercial and business development, to include potential medical offices. The property address is 151 rear Wagner Road, T.P. 064-02-0800 parcel B and 301-301A Wagner Road, T.P. 082-01-0001, a portion of parcel A.

Mrs. Peters asked the public to please speak outside the room if they wanted to continue to have conversation with the developers from Equity Plus, so the next case could move forward.

Mrs. Peters proceeded to explain the next request from Roslyn Farm to rezone their property for future development. The property is west of 95 along Wagner Road, East of Crater Road and across the street from DMV.

The original rezoning was only a portion and they are now coming back to rezone the remaining portion of the land so they can pursue development. The parcels in the front along Wagner Road has been developed with Sheetz, Dunkin Donuts and along 95 an office building.

Mrs. Peters stated that there is only a few true Agricultural uses in the City with A zoning. Most of the parcels that are A zoning has been rezoned. All of the properties along Wagner Road have been rezoned to commercial.

This rezoning request is a straight B-2 rezoning versus B-2 with conditions. There have been companies approaching the City for uses at various locations, but the conditions have prohibited the development without coming back to Planning Commission and City Council. Most developers don't want to go through a 4 month process to get the site ready for development.

Staff is supporting this request to rezone the property. Mr. Nick Walker, the applicant is present and would love to address the Commission.

Mr. Nick Walker from Roslyn Farm Corporation, a local developer involved in commercial development. Rezoned the original parcel back in 2000, they are running outside of the original rezoning and now find it necessary to seek rezoning.

Commissioner Gilliam stated that the last time they saw the map it was three different sections, the middle section is the rezoning area. The rear is being saved for residential or market-rate age restricted housing.

Commissioner McCormack asked if the first part of the parcel rezoned to straight B-2 or does it have conditions? The first section has restrictions, but Roslyn Farms is not seeking restrictions on this middle section. Any automotive uses will still require a special use regardless. Commissioner McCormack wants to protect against vehicle related uses that are not regulated. She wanted to make sure automotive related uses will require additional review and not be permitted by-right.

Wagner Road has been developed after the parcels that are owned by Roslyn Farm were rezoned.

Commissioner Irvin stated that he was slightly confused but not totally confused. If we went with B-2 all uses that are permitted by right and uses that would require a special use permit how is that different than the B-2 with conditions. Mrs. Peters explained that without the C (conditions) it would only require one application for a special use permit, and not two. If the c is placed on this rezoning and someone wants to develop a use that is only permitted by special use. The applicant or the owner would have to amend the rezoning first and if it is approved, then the applicant or the owner would then request a special use permit. A total cost of $3,000.00 versus no c or conditions, the applicant would only apply for the special use permit at

the cost of $1,500.00. The reason for not adding conditions had nothing to do with the cost as much as it has to do with timing for development.

Commissioner Irvin motioned to approve and Commissioner Gilliam seconded the motion. On roll call the motion passed 6-0 to approve the rezoning.

Old Business:
2019 Planning Month activity/Comprehensive Plan Kick-Off Event. Mrs. Peters thanked the Planning Commissioners for all that they do. Happy Planner's Month. Mrs. Peters explained the Block Party concept and she explained that the event will take place on the Avenue on November 7, 2019. The idea will be to have tables representing every aspect of the Comprehensive Plan. Staff and Planning Commissioners will man the tables along with our neighbors and partners. This would introduce the plan and to request citizens to take a survey and to engage them in a conversation to get their feedback.

The Commissioners accepted the idea with a start time of 5:15-6:30 p.m. Mrs. Peters asked if the Commissioners would support the idea. The Commissioners agreed that they could support this and attend.

Commissioner Miller was wondering if the Avenue is the best location. She stated that the only time that area draws people is during the Jazz Festival. She agreed that the area was a good area, she just wanted to make sure we would get the exposure.

Other questions were asked about logistics and Mrs. Peters stated that this would be a well-planned out event, we won't be half-stepping.

Commissioner McCormack stated that social media is so real in our world that we need to utilize that for the survey and the event. The idea is to push the information using the social media and make sure the word is getting out on the street. Mrs. Peters stated that we are pushing it and the Chairwoman of the Commission will present to City Council on October 15, 2019 to share the concept and to encourage their participation.

Commissioner Miller stated that she is on board because she has been pushing this type of work for a long time.

The Commissioners agreed to the event.

New Business:
Comprehensive Plan Committee/Section Assignments was sent to the Commissioners in an e-mail so that they could sign up and participate.

Mrs. Peters requested the Planning Commission to hold a second meeting in October to review the Pinetree Drive subdivision preliminary review. The Commissioners voted unanimously to hold a meeting on October 23, 2019 at 6:00 p.m. in the City Council Chambers, at City Hall 135 North Union Street.

Adjournment:

The meeting adjourned at 8:00 p.m.

CITIZEN'S PETITION AGAINST RE-ZONING OF 2557 STEDMAN DRIVE

We, the undersigned, **oppose** the re-zoning request 19-REZ-03 of Equity Plus, LLC from agricultural to planned unit development at 2557 N Stedman Drive to build **168 single family dwelling rental homes.**

- The use of **Low Income Housing Tax Credits** requires these properties be **rental properties for 15 years.**
- **This will increase the number of rental units in Petersburg.** According to the Census Bureau (2013-2017), Petersburg owner-occupied housing rate is **only 41.7%**
- **Increased noise** and **traffic** along Stedman Drive and Route 460.
- **Increased noise** and **traffic** through Timberly Heights.
- The City of Petersburg's 2014 Comprehensive Plan stated **home ownership rates are low** (pg 98) and established **renovation, revitalization and redevelopment priorities.**

Name (First and Last)	Street Address	Signature
Altoria Harris	1912 Walker Ave	Altoria Harris
Guery, Levic	1950 Walker Ave	
Burnett, John D.	1961 Walker Ave	
Kristz, Gore	1911 Walker Ave	
Bobbie Atkins	1901 WALKER AVE	Bobbie Atkins
Marlon Carpio	1808 Pender Ave	
	1745 Pender Ave	
	~~1737 Pender Ave~~	
	1737 PENDER AVE	
STEVEN WHITE	1737 PENDER AVE	
Barbara Cenffis	2145 Armistead	Barbara Cenffis
Morris Williams	2131 Armistead	Morris Williams
Felicia Boulding	2125 Armistead AVE	Felicia Boulding
T. Austin Porter	2123 ARMISTEAD AVE	
Chris Parham	1692 Hickory Ave	
Pamela C. Tauer	2124 Blackenridge Ave	

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Name (First and Last)	Street Address	Signature
Robert WALKER	1847 WALKER AVE Petg. VA	Robert M. Walker
Elsie WALKER	1847 WALKER AVE. Petg. VA	Elsie C. Walker
Hildegards Schulz	1855 WALKER AVE	[illegible]
Gary WILKERSON	1859 Pender Ave Petg. Va	[illegible]
Natalie WILKERSON	1859 Pender Ave. Petg. VA	Natalie Wilkerson
LIANE WACKED	2266 WALSH AVE Petg.	Liane Wacked
Ken WACKED	1881 Pender AVE Petg.	Ken Wacked
Teresa Burton	1881 Pender Ave.	Teresa Burton
MARVIN PHINIZY	2280 WALSH AV	[illegible]
Carla PHINIZY	2280 Walsh Ave	Carla P
ROBERT CARTER	2234 Walsh AVE	Robert Carter
Sandra K. Smith	2220 Walsh Ave	Sandra K. Smith
MERRITT G SMITH	2220 WALSH Ave	Merritt G Smith
Cathy McCuffey	2226 Walsh Ave	Cathy McCuffey
James McCuffey	2226 Walsh Ave	James R. McCuffey
Mone K Kim	1820 Walker Ave	[illegible]
Marion L. Washington	1820 Walker Ave.	Marion L. Washington

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Name (First and Last)	Street Address	Signature
Sonja Hazelwood	2131 Breckenridge Ave	
Vinetta Freeman	2144 Breckenridge Ave	
Doris Pegram	2145 Breckenridge Ave	
JoAnnie Howie	2160 Breckenridge Ave	
Diana Diaz	2168 Breckenridge Ave	
Rudolph Bates	2176 Breckenridge	Rudolph BATES
Karl Roth	1809 Pender Ave Petersburg VA 23834	

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Guery, Louie	1950 Walker Ave	[illegible]
Burnett, John D	1961 Walker Ave	John D Burnett
Kristz, Gore	1911 Walker Ave	Kgore
Bobbie Atkins	1901 WALKER AVE	Bobbie Atkins
M Atkins	1871 Pender Ave	[illegible]
E Middleton	1871 Pender Ave	[illegible]
AMBROSE BROWN	1912 WALKER AVE	Ambrose Brown

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Name (First and Last)	Street Address	Signature
Efrain Ferreira	1734 Pender Ave.	Efrain Ferreira
Daniel W. West	2152 Armistead Ave	[illegible]
Kirk Widmayer	2152 Armistead Ave	[illegible]
David Jones	2144 Armistead Ave	David Jones
Dawne S Lee	1708 Hickory Hill Rd	Dawne S. Lee
John Hatch	2123 Breckenridge Ave	J Hatch
Michael Tavel	2124 Breckenridge Ave.	MICHAEL D TAVEL

CASE NUMBER 19 REZ-03

Applicant: EquityPlus, LLC
Avram Fechter
Re: 2557 N. Stedman Dr.

PETITION FOR REZONING OR SPECIAL USE PERMIT

RETURN TO: DEPARTMENT OF PLANNING (CITY HALL, THIRD FLOOR, ROOM 304) WITH THE FILING FEE: $1,500 (CHECK/MONEY ORDER/CASH) AT THE TIME OF SUBMITTAL

A. Property Information

1. **EquityPlus LLC, does hereby petition to rezone the following described properties from zoning district A, Agricultural District to zoning district PUD, Planned Unit Development District to permit the development of single-family dwellings on a 57.311 acre parcel land.**

2. **Legal Description: (Use attachment if necessary) - Identify proposed Use:**
   57.311 acres of land located on the North side of N. Stedman Rd. known as Parcel ID #036-090001

3. **Tax Parcel Identification Number(s):**

Map	Block	Lot
36	09	1

4. **Current Street Address(es): - (if assigned) 2557 N Stedman Drive**
5. **Approximate Area: 2,496,467sq. ft. or 57.311_acres**
6. **Public Street Frontage: 1,230.40 ft.**
7. **A boundary plat of this property outlining the area to be rezoned shall be attached to this petition.**
8. **The following deed restrictions may affect the use of this property:**
   NONE
9. **Brief: Said deed restrictions will expire on : N/A**

B. JUSTIFICATION FOR REZONING

1. The proposed change in zoning is necessary for the preservation and enjoyment of a substantial property right because: (A detailed statement of reasons why the proposed rezoning should be granted).

The PUD zoning designation is required for this development to allow for the creation of a single-family home subdivision which clusters the home sites thus creating for more open space, with the added benefits of conservation of existing wooded areas and wetlands in and around the development.

2. The material impact of the proposed rezoning 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).

This development will not be detrimental to the adjacent property owners or public welfare as this subdivision will be consistent with surrounding residential uses in the area. The development will include large open

spaces that will be kept in an existing natural state and include buffers around the developed areas of the site. Infrastructure of the development will be the current City standards with respect to sewer, water, and stormwater management.

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

   This development will create new high-quality single-family dwelling units that will be affordable to households with annual incomes of between $35,000 - $50,000 (the typical salary of a teacher, firefighter, police officer).

4. **The proposed rezoning is necessary because suitable property for the proposed use is not presently situated within required existing zoning districts. (Specify reasons for this determination).**

This development is unique in that it will provide for single family living within a privately maintained community and clustering the amount of developed area to reduce sprawl. The cluster concept further allows for more overall open space and concentrating the area of development for the project so that the recreation areas and open space is available to all the residents.

C. CERTIFICATION:

The undersigned applicant certifies that: (He) (She):

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

____X____ (b) Possesses a proprietary interest in: (contract or option agreement)

the property(ies) identified within this PETITION FOR REZONING; and that the foregoing answer and statements herein contained, and all other information herewith submitted are in all respects true and correct to the best of (his) (her) knowledge and belief.

APPROVED

Signed: Avram Fechter

Mailing Address: 24851 Quimby Oaks Place, Aldie, VA 20105

_____

City Attorney

Phone Number: 202-236-4402

TO BE FILED IN TRIPLICATE (3-SETS) IN THE PLANNING DEPARTMENT, CITY HALL

RECEIVED DP
AUG 07 2019
Planning Dept.
Petersburg, VA

ACTION RECORD

Date Filed (with Planning Department) 8-7-19

Date of Planning Commission Public Hearing 9-4-19

Planning Commission Action(s) Denial

Date of City Council Hearing: February 4, 2020

City Council Action(s): _____

PC. Ad Dates: 8-23 + 8-29

2557 N. Stedman Dr

Larry L Henshaw, property owner, does hereby acknowledge that EquityPlus LLC, is the contract purchaser for property that we owned identified as Parcel Id 036-090001 at 2557 N. Stedman Dr in the City of Petersburg, Virginia and that Avram Fechter is acting as an agent for the property owner with respect to the rezoning of the property.

We understand that the agent is seeking to rezone the property to allow for single family dwellings and we give them the right to act as our agent during this process with the City of Petersburg. This power of attorney does not allow for any expenses to be made. (J.H.)

Property Owner – Signature

Date: August 7th, 2019

LARRY L. HENSHAW
Type or print name

I Shannon Michelle Riggs a Notary for the State of Virginia, do verify that the foregoing instrument was signed before me this the 7 day of August, 2019.

Shannon Michelle Riggs 1/31/20
My Commission Expires

SHANNON MICHELLE RIGGS
NOTARY PUBLIC
REG # 7512090
COMMISSION EXPIRES 1/31/20
COMMONWEALTH OF VIRGINIA

PB Petersburg Owner LLC

Equity Plus • President Street Development • MH Advisors

January 27, 2020

Ms. Michelle Peters
Planning Director
Office of Planning
City of Petersburg
135 N Union St
Petersburg, VA 23803

Re: PBP Commitments to the City of Petersburg, VA – 2557 N. Stedman Dr.

Dear Ms. Peters:

We would like to share the commitments that PB Petersburg Owner LLC (PBP) is making to the City of Petersburg for the proposed Eagles Landing development at 2557 N. Stedman Dr. Over the course of numerous meetings and conversations with Petersburg leadership and stakeholders, PBP is proposing a series of commitments that we hope will be favorably received by the City. The commitments fall into the following areas: 1) opportunities for Homeownership through a lease to purchase program, 2) attracting military and public service households to Petersburg, 3) supporting the Petersburg school system, and 4) creating an attractive community with minimal disruption to the surrounding neighborhood.

Eagles Landing, a $40 million investment, will be a community of 166 two, three, and four-bedroom single family homes, each on separately deeded 5,000 square foot lots, all subject to applicable Petersburg property taxes. The new neighborhood will anchored by a 3,000 SF community center and be surrounded by walking trails, recreational amenities, and green space. The community will be centrally managed by a professional on-site property manager who will maintain all common elements, as well as the front and back yards of each home.

<u>PBP Commitments to the City of Petersburg, VA</u>

1. *Lease to Purchase -Establishing a Path to Homeownership:*
   PBP will offer a lease to purchase program that will provide residents the option to purchase their home 15-years following Eagles Landing's completion. This lease to purchase program is modeled after a successful lease to purchase program in Cleveland, OH[1] where within 3-years of transitioning to homeownership, 85-90% of residents took title to their home, and 99% were current on their mortgage after five years.

   The program at Eagles Landing will be structured as follows:

1 https://www.enterprisecommunity.org/download?fid=1401&nid=3568

- At the time of lease signing, residents will be given the option to purchase their home 15-years after the development's completion. Home prices will be between $140,000 and $150,000[2].
- Monthly rents will likely start from $980 for a two-bedroom home to $1,300 for a four-bedroom home.
- For every year of tenancy, residents would be eligible to earn a $1,000 credit towards the purchase of their home. Fifteen-year residents would be able to purchase their home for between $125,000 and $135,000 as a result of the $1,000 annual credits.

2. *Attracting Service Members, Veterans and Public Servants:*
PBP has met with the Freedom Support Center and the housing office at Fort Lee and have committed to being a housing resource for both entities. The Freedom Support Center waitlist varies, but as of October, it consisted of over 100 veterans. Fort Lee supports close to 90,000 individuals, including active military personnel, contractors, retirees and dependents[3] - 62,000 of which live within a 40-mile radius of Fort Lee. Additionally, based on conversations with Fort Lee's housing office, the housing wait list can vary between 50 and 250 individuals at any time. The partners will work with Fort Lee's housing office to ensure that Eagle's Landing is presented as an option. PBP will also establish a waiting list through a website run by the Eagle Landing property manager approximately 6-9 months prior to first home's completion, marketed to service members, veterans, and public service professionals.

3. *Commitment to the Community and Schools:*
PBP is committed to becoming a strong civic partner with the City of Petersburg. This means supporting the Petersburg City Public Schools (PCPS) in their efforts to modernize school facilities and improve educational outcomes. PBP's partnership with Petersburg also means supporting non-profit organizations that provide meaningful after school activities for students.

PBP is working with PCPS to establish a Memorandum of Understanding that would provide $15,000 to PCPS for every certificate of occupancy issued for a completed Eagles Landing home. Under the current development plan of 166 homes, contributions to PCPS could reach $2,490,000. Additionally, PBP will commit up to $100,000 to a non-profit partner to support after school programming for the Petersburg's youth.

4. *Creating an Attractive Community, with Minimal Disruption to Surrounding Neighbors:*
PBP is committed to developing a safe and attractive community that complements the surrounding neighborhoods. The new single-family homes at Eagles Landing will feature:

- <u>High-End Off-Site Built Homes:</u> The developers will use high-end off-site built homes that will be indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage

[3] https://s3-us-west-2.amazonaws.com/army-jtl/wp-content/uploads/sites/4/2019/10/30134549/Fort_Lee_Fast_Facts_2019Q3.pdf

loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site built homes[4]. Features include:

Design Elements:
- ✓ Steep 5/12 roof pitch
- ✓ Front porch and gable-covered side entry
- ✓ Solid wood kitchen and bathroom cabinets

Build Quality:
- ✓ 25-year guaranteed roofing shingles
- ✓ 10-year guaranteed windows
- ✓ Permanent foundations set on masonry wall

Additionally, all homes must also meet VHDA's construction standards[5]. Adhering to both sets of build quality requirements ensures that the durability of the home will match the length of financing and adhere to the collateral policies Fannie and Freddie use to underwrite traditional mortgages.

- Natural 100 ft Buffer to Timberly Heights: Through a number of community meetings, the partners have heard concerns from Timberly Heights residents that they would prefer ample green space between their lots and the Eagles Landing community. PBP has committed to create a 100 ft buffer between neighborhoods by both preserving existing natural green space and incorporating evergreen trees into the landscape design.

- Infrastructure Improvements: PBP will work with the City of Petersburg to improve the infrastructure along N. Stedman Drive. Specifically, PBP will widen the road with a curb and sidewalk along the property line.

- Traffic Impacts: City will work with PBP to secure and entitle any additional land that may be required to improve the intersection of County Rt. 460 and Steadman Rd. For the sake of clarity, PBP will pay the cost of the intersection improvements.

Finally, the community will be subject to all applicable real estate taxes. We strongly believe that Eagles Landing, through attracting service members, veterans, public servants and working families can help strengthen the economic vitality of Petersburg. We hope that the Office of Planning and the City can support this effort. We would welcome discussions to further memorialize these commitments in the coming week

Sincerely;

Thomas E. Heinemann
Partner

[4] https://www.fanniemae.com/singlefamily/manufactured-homes
[5] https://www.vhda.com/BusinessPartners/MFDevelopers/MF-LoanApplication-Guides/MF%20Loan%20Applications%20and%20Guides/2019%20Min%20Design%20and%20CR.pdf

A PLACE TO REST GATHER PLAY

Unique Lease to Own community in Petersburg providing rental and homeownership opportunities to active duty and retired members of the military.

NEIGHBORHOOD LIVING AT ITS BEST

- 166 Homes
- 2 - 4 Bedrooms
- 1.5 - 2 Baths
- Energy Efficient
- Large Front Porches
- Community Center
- Walking Trails
- Playground
- Sports Fields

Rents $980 - $1,300

Opportunity to purchase 15 years after project's completion for $130,000 - $140,000

Brought to you by Equity Plus, President Street Development and MH Advisors

EAGLES LANDING SITE PLAN

- Zoning as residential PUD is pending.
- 166 homes each on a 5,000 SF separately recorded and deeded lot.
  - Approximately 70 two bedrooms, 86 three bedrooms, 10 four bedrooms.
- Ample green and open space with a "green buffer" to Timberley Heights.
- Recreational amenities will include a community center, playing fields, and nature trails.
- Property, including landscaping, roads, and other common areas will be professionally maintained and managed.
- Security features include street lighting and security cameras throughout the entire community.

EAGLES LANDING BROUGHT TO YOU BY

President Street Development

Matthew Summers, President of President Street Development.

President Street Development is a service-disabled veteran owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. They work closely with communities to understand their unique needs and create customized neighborhoods for retired and working Americans. President Street Development has projects underway in VA, MD, NC, and SC. Matt knows firsthand about the military, serving our country and coming home after deployment. Matt is a decorated service-disabled veteran who left college and gave up his real estate development company after 9/11, joined the Army and became a Green Beret. He spent five years in Afghanistan and Eastern Europe fighting the Global War on Terrorism. By the end of his military career, he had earned three bronze stars (two for valor) two Army Commendation Medals with V, a Purple Heart, and other awards. After he fulfilled his contract with the US Army, he returned to school and earned a Master of Real Estate Development from Clemson University. He is truly honored to use those skills and his background to create a unique multi-generational community, especially for active and retired service members.

MH Advisors

Tom Heinemann, Principal at MH Advisors

MH Advisors provides advisory services to clients on housing finance and housing regulations. They have developed modernized criteria on the aesthetics, build quality, and energy efficiency of higher end manufactured homes for clients. MH Advisors is also a development partner on multiple LIHTC single family rental developments in Maryland and Virginia with over 400 planned units. They are responsible for home selection, construction standards, and regulatory compliance as well as relationships with state and local planning and housing finance officials, and LIHTC application compliance. Before founding MH Advisors, Tom held roles at the U.S. Department of Housing and Urban Development, the U.S. Department of the Treasury, the Manufactured Housing Institute, PMI Group, and the National Association of Realtors. He has a Master's in Public Policy from Georgetown University and a Bachelor's in Political Science from Fordham University.

EquityPlus

Avram Fechter, Managing Director of EquityPlus

EquityPlus works with both investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country. Before co-founding EquityPlus, Avi worked for the District of Columbia Government underwriting and closing over $400 million in LIHTC and NMTC financed projects while deploying $3 million of 9% LIHTC Allocation, and $80 million of District of Columbia Government loans. Avi has closed over $800 million in NMTC/HTC/LIHTC financing and has served as an NMTC Allocation Application reader for the CDFI Fund. He has a Master's in Public Policy from Rutgers University.

Clean
Draft 1/13/2020

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this ____ day of February, 2020, between the Petersburg City School Board, a Virginia municipal corporation (the "School Board"), and PB Petersburg Owner, LLC, a Virginia limited liability company (the "Developer").

WHEREAS, Developer and the City of Petersburg (the "City") are parties to a Purchase and Sale Agreement (the "PSA") dated January ____, 2020 stating the intentions of Developer to purchase from the seller a 56-acre site in Ward 1 of the City of Petersburg, the parcel on which Developer intends to construct a planned residential community to be known as "Eagles Landing" (the "Parcel"); and

WHEREAS, the City Council has approved the Developer's application for re-zoning the Eagles Landing site on February ____, 2020.

WHEREAS, representatives of the Developer have met with the Superintendent of the City Schools, Dr. Maria Pitre-Martin, and discussed the financial impacts on the City School System occasioned by increased student enrollment in City Public Schools from families residing in the new housing units, and have jointly developed a plan to address such impacts as described in this MOU.

NOW, THEREFORE, the Developer and the School Board agree as follows:

1. Financial Donation by Developer to School Board. With respect to Eagles Landing, Developer voluntarily offers to donate to the School Board the sum of $15,000 cash for each new home constructed by Developer (or its agents) in Eagles Landing, payable at such time as the City issues its final certificate of occupancy for each home.

2. Use of Developer Donations by School Board. The School Board shall use all such Developer cash donations exclusively for capital improvements to infrastructure for the

E. The School Board acknowledges that part of the financing for the housing part of Eagles Landing will be sourced through the Low Income Housing Tax Credit program sponsored by the Virginia Housing Development Authority.

F. The School Board has had the opportunity to review all documents and ask all questions of the Developer regarding the financial donations to the School Board.

G. All consents and approvals, both to make and receive the financial donations, have been obtained by Developer and the School Board, respectively.

H. The School Board represents that it is authorized to accept donations by VA. Code §22.1-88.

4. Prior Proposals. The School Board and Developer agree that this MOU supersedes in full all prior discussions and proposals, whether written or oral, regarding the financial donations to be made by the Developer contemplated by this MOU.

5. Remedies. In the event that either the Developer or the School Board breaches any of the covenants, representations or warranties made to the other in Section 3 of this MOU, the non-defaulting party shall have all rights and remedies available to it at law, or in equity, to remedy such breach, including specific performance of the obligation.

6. No Waiver of Sovereign Immunity. Developer and the School Board acknowledge that neither this MOU nor the transactions contemplated hereunder constitutes or shall result in a waiver of the School Board's sovereign immunity.

7. No Partnership. Nothing contained in this MOU shall create an agreement of partnership or joint venture between the Developer and the School Board.

8. Governing Law. The laws of the Commonwealth of Virginia shall govern the interpretation and enforcement of the terms of this MOU.

WHEREFORE, the parties evidence their agreement by their duly authorized signatures below:

THE PETERSBURG CITY SCHOOL BOARD

By:_____
Kenneth L. Pritchett
Chair

PB PETERSBURG OWNER, LLC

By:_____
Avram Fechter
Manager

41740715_2

PROJECT SUMMARY
Application by EquityPlus LLC
Stedman Subdivision
Petersburg, Virginia
July 25, 2019

EquityPlus, LLC(the **"Applicant"**) submits this application for rezoning for a residential development called Stedman Subdivision (the **"Project"**). The reason for this rezoning is to allow for development of 168 single family homes. The Applicant is seeking PUD, Planned Unit Development zoning for the Project to accommodate the proposed uses.

The proposed property included in the zoning request consists of a 57.311 acre parcel located along the north side of Stedman Road in Petersburg, Virginia, (the Property") as shown on the conceptual plan dated July 2019. The parcel ID number is 036-090001. The current zoning of the Property is A, Agricultural district.

The site is totally wooded sloping to a low area that drains from the middle of the property to the north west corner of the parcel. This low area contains wetlands and is considered a Resource Protection Area (RPA) feature. There are also pockets of isolated wetland areas throughout the parcel. We anticipate no impacts to wetlands and the RPA with the development of this project as it has been design to avoid the low are and isolated wetlands. Soils throughout the development are moderately well drained loamy clay and suitable for residential development.

Project Description

The Project will create 168 single family lots under the Planned Unit Development, PUD regulations and will utilize the R-3, zoning height, area and bulk regulations with the following exceptions to the R-3 requirements.

R-3 Requirements	Exceptions
35' height; 2 ½ stories	No Exception
]5,000 square feet	No Exception
50' minimum lot width	No Exception
5' minimum side yard setback, 2 require total width 12'	No Exception
25' minimum rear yard setback	15' minimum setback
35' minimum front yard setback	11' minimum setback

The roads throughout this property will be private. The lots be accessed by a 36' wide curb and gutter roads within a 50' private access easement. The project is designed to cluster development together to provide for the maximum amount of open space around the development and to minimize the amount of disturbance to natural areas on the site.

A community center with parking will be provided along with a basketball court, tennis court and soccer field. Sidewalks will be provided throughout the development to connect the lots to recreational areas and the community center.

Access and Traffic

Access to the property will be provided at connections to N. Stedman Road in multiple locations by private curb and gutter roads. These roads will connect internal within the development to allow for secondary emergency services access.

Storm Water Management

Water quality and water quantity runoff from this developed site will be handled using Best Management Practices (BMP). These BMPs will provide compliance with City and State regulations and will include structural measures to control runoff from the site. These BMP's will avoid environmentally sensitive areas as much as possible and either retention or extended detention basins that control the storm water runoff and protect downstream properties from flooding. Water quality will be addressed through the construction of the BMP's and/or the purchase of nutrient credits.

Utilities

Water services serving each lot will be public and connect to the existing 10" waterline along N. Stedman Road. This public water network will be along the proposed private roads within the development and each lot will have a separate water meter for service. Fire hydrants will be provided throughout the development per the City spacing requirements.

Sewer services within the development will be public and consist of gravity sewer lines that will connect to the existing 8" sewer line within the N. Stedman Road right of way.

Some portions of the site we anticipate will be served with gravity sewer lines that will drain to a public pump station on the site and them be discharged by a force main into the existing gravity system. The design and construction cost for this public pump station will be the responsibility of the applicant and built as part of the development. This pump station will be dedicated to the City upon acceptance by the City Utility Department and become part of the public sewerage system serving the site. An area enclosing this pump station site and providing access will be provided by the Applicant. The location and final design of the pump station will be approved as part of the subdivision process. If the City deems that the pump station will serve more areas than the Property, then the construction cost for the pump station and any access will be shared on a prorate share between the Applicant and the City.

Economic Contributions

The project will generate increased tax revenue for the City of Petersburg via the property taxes paid by the owner(s) of the single-family detached housing. Initial projections place the

total property value at $16.5 M once developed. Provided this is accurate, new annual property tax revenue will be created in the amount of $220,000 annually.

Additionally, and more importantly, the availability of high-quality affordable housing for Petersburg's workforce will be a "free" tool for the City to recruit employers to move to or expand their businesses in the Petersburg area. This will ne made possible by their knowing that their high performing employees will have the ability to live in newer, affordable, quality housing.

Community Impacts

The project will have no negative impact on the surrounding neighborhoods, communities or environment. It is expected to be a net positive to the area as project will be walkable (via sidewalks and walking trails), have parks and sports fields and is expected to improve the accessibility of Steadman Rd. To the best of the applicant's knowledge, none of these amenities currently exist in or around the project area. The applicant has specifically committed to maintaining landscaping, lighting, buffers, storm water basins and other areas of the project.

Proffers have been submitted to provide for a well designed and constructed Project. The high-quality single-family detached homes will be affordable to the public servants and other working families that serve the Petersburg community (annual household income of between $35,000 – and $50,000). It can be reasonably expected that the project will serve as a catalyst for redevelopment of existing commercial development along and near Stedman Road as this will be the first high quality single-family subdivision developed in this community in over 15 years.

STATEMENT OF PROFFER

Pursuant to Section 15.2-2296 of the Code of Virginia and Article 26A of Appendix A in the Petersburg Zoning Ordinance, EquityPlus, LLC (the "Applicant") do hereby voluntarily proffer, as the contract purchaser of the property (the "Property") respectively, which is the subject of this rezoning request, that the development of the Property shall be in strict accordance with the following conditions set forth in this submission:

We present the following proffers for the Stedman Subdivision at 2557 N Steadman Drive know as Parcel ID #: 36-090001.

1. The Property shall be developed in general conformance with the street and lot layout as set forth in the layout sheet by AMS Construction dated 04/2019. The total number of dwelling units on the Property shall be 168 lots and shall be controlled by the ordinance standards of the City of Petersburg (the "City").

2. The Applicant shall execute a "Declaration of Covenants and Restrictions" (Declaration), approved in advance by the City Attorney as consistent with the Ordinance adopted approving this zoning case, and so by create a homeowners association (the "HOA"). The HOA shall adopt and enforce the standards for development, consistent with the proffers, and assure the quality of development, architectural compatibility, environmental protection, maintenance of common and recreational areas and roads and other elements of development control.

   The Declaration shall be recorded among the land records of the City of Petersburg prior to the conveyance of any properties by the Applicant to third parties and as soon as practicable upon approval of the zoning case. The HOA shall be funded by all owners of property within the development by payment of dues to the HOA based upon the number of lots approved as part of the subdivision process.

3. Roads throughout the Property shall be private. These private roads shall be contained within a private 50' access easement and consist of a curb and gutter section with a total width of 36' and include utility strips and sidewalks. Sidewalks shall connect lots to the proposed recreation and common areas within the Property and N. Stedman Drive rights of way. The private access easement shall be dedicated to the HOA.

4. STATEMENT OF TYPE OF UNITS. All units will be single story, single family detached units. Below is a table outlining the different unit types:

Unit Type	Min. Finished Living Space (sf)	Bedrooms	Bathrooms	Front Porch	Rear Porch	2 car driveways
1	900	2	2	Yes	No	Yes
2	900	2	2	No	Yes	Yes
3	1,100	3	2	Yes	No	Yes
4	1,100	3	2	No	Yes	Yes
5	1,400	4	2	Yes	Yes	Yes
6	1,400	4	2	Yes	No	Yes

For the purposes of this condition, "finished living space" shall not include garages, patios, open porches or any accessory structures. Each dwelling unit shall have a concrete driveway and each dwelling unit will have a permanent concrete or masonry foundation.

5. Signage shall be in general conformance with the purposes of Article 21 (Sign Regulations) of the Zoning Ordinance of the City of Petersburg. All signs shall require a sign permit issued under the provisions of Article 21 of the Zoning Ordinance of the City of Petersburg.

6. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site and off-site water and sewer lines necessary to provide service to the land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized in accordance with the applicable requirements of City and be contained within easements dedicated to the City.

7. A pump station may be required to serve parts of the Property and will be designed and constructed by the Applicant at his expense. This pump station will be dedicated to the City upon acceptance by the City Utility Department and become part of the public sewerage system serving the site. An area enclosing this pump station site and providing access will be provided by the Applicant. The location and final design of the pump station will be approved as part of the subdivision process. If the City deems that the pump station will serve more areas than the Property, then the construction cost for the pump station and any access will be shared on a prorate share between the Applicant and the City.

8. Stormwater management facilities shall be owned and maintained by the Applicant. The stormwater management BMP's shall be constructed by the Applicant as determined to be necessary and appropriate by the City, based on a Stormwater Management Plan consistent with the laws of the Commonwealth of Virginia and the requirements of the City of Petersburg. Such plans shall be required at the time of subdivision plan submission. Stormwater management BMP's shall primarily be extended detention basins and shall be designed to enhance the areas in which the BMP's are located. The design and location of the various BMP's shall be approved by the City of Petersburg at the time of subdivision plan submission.

9. The Applicant shall grant utility easements, or such other easements as are necessary and appropriate for the development. All utilities shall be underground. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.

10. Except for timbering approved by the Virginia Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering on the Property until a land disturbance permit has been obtained from the City and the approved erosion control devices installed.

11. The Applicant shall install ornamental lighting throughout the Property in conformance with Dominion Power guidelines. The design and location of the lighting improvements shall be approved by the City of Petersburg at the time of subdivision plan submission. The Applicant shall be responsible for the capital cost and operating and maintenance cost for such lighting.

12. The Applicant shall install sidewalks as shown on the street and lot layout to provide pedestrian access and connectivity to public right of ways and recreational areas on the property. The design and location of the sidewalks and the connection to public rights of way shall be approved by the City at the time of subdivision plan submission.

I hereby acknowledge as the Property Owner that the Rezoning of the Subject Property gives rise to the need for these conditions.

Applicant – Signature

Date: 06 August, 2019

Timothy McCarty
Type or print name

I Sandra Flier - a Notary for the State of Mississippi, do verify that the foregoing instrument was signed before me this the 6 day of August, 2019.

3-23-2022
My Commission Expires

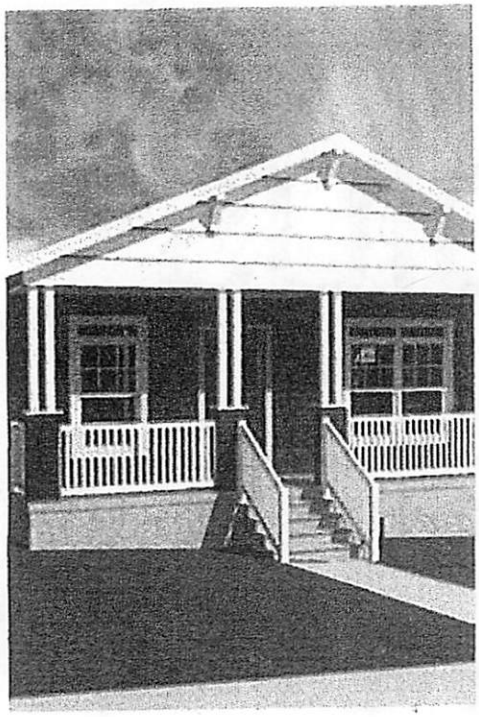
STATE OF MISSISSIPPI
SANDRA FLIER
NOTARY PUBLIC
ID No.108390
MY COMMISSION EXPIRES
MARCH 23, 2022
MADISON COUNTY

equityplus

Petersburg, VA
2655 N. Stedman Dr.

EquityPlus Background

- Privately-held investment banking, consulting, and development company specializing in projects that leverage Low-Income Housing, New Markets, and Historic Tax Credits. Projects in 14 states.
- Manages $200M+ in assets for two large regional banks and has $300M+ in its development pipeline. Has closed $600M+ in tax credit financing since its inception in 2011.
- Joint-venture partner in seven LIHTC projects in the District of Columbia and Maryland developing ~2,000 affordable housing units over the next five to ten years. Investment Banker/Owner's Representatives to multiple non-profit affordable housing developers.
- Proven record of managing development projects from inception to construction to lease-up to operations.



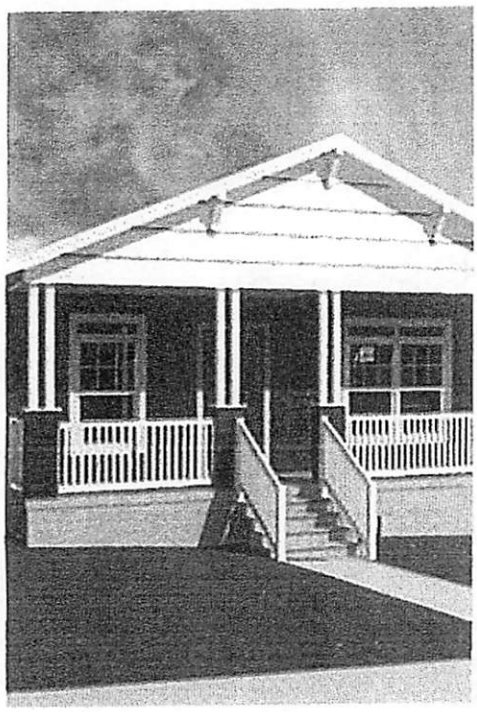
Development Team
EquityPlus has partnered with:

AMS Construction has been leading site work and civil infrastructure projects for over 15 years and will manage the design and construction.

Tom Heinemann, MH Advisors advised Fannie Mae on the development of their MH Advantage product and has over five years of experience in the manufactured housing (MH) industry. He will take the lead on working with the factory and dealing with MH regulatory issues.

TM Associates will be the property manager and is one of the largest LIHTC property management companies in the Mid-Atlantic.

555 South South St.
Henry Williams Town Homes



Meeting Petersburg's Demand
for affordable housing

EquityPlus is working with Eagle River - a manufactured housing provider in Lancaster, PA - to deliver high quality 2, 3 and 4 BR single-family detached homes that fit on 5,000 sq. ft. lots.

Homes will meet the higher end construction standards of Fannie Mae's MH Advantage or Freddie Mac's Choice Homes programs. They will be set on permanent foundations, have solid wood kitchen and bathroom cabinets and have varying exterior architectural design elements.

According to our market study, rents will be approximately 20% below market comparable rents.

Homes will be affordable for families earning 50%-60% of AMI, or roughly $40,000 - $50,000 annually. This means homes will rent at:

- ~$975 for a 2BR home
- ~$1150 for a 3BR home
- ~$1300 for a 4BR home

- For-sale home prices will be determined as the property is developed.

Purchase Proposal: 2655 N. Stedman Drive

Proposed Purchase price: $500,000

Purchase Price: $500,000 contingent on zoning approval of both this site and the nearby 2557 N. Stedman Drive, as well as further due diligence findings.

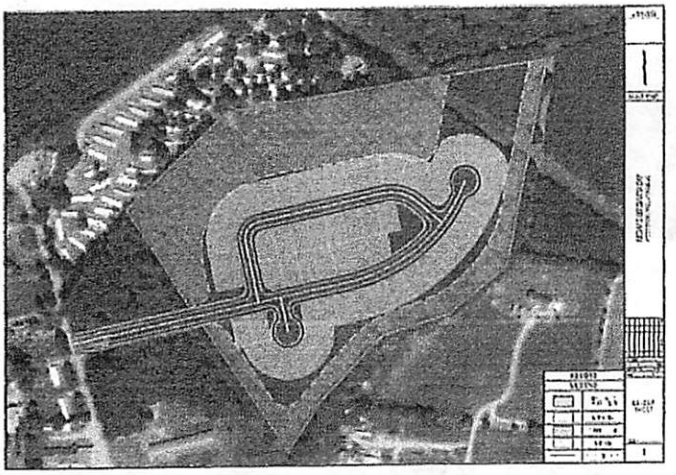
Proposed Uses:

Rental: Most of the 50 homes to be developed on this site will be rental and affordable to working families earning 60% of area median income.

Homeownership: A portion of those homes will be offered for sale for a two to three month trial period. If the homes do not sell, they will be converted to rental.

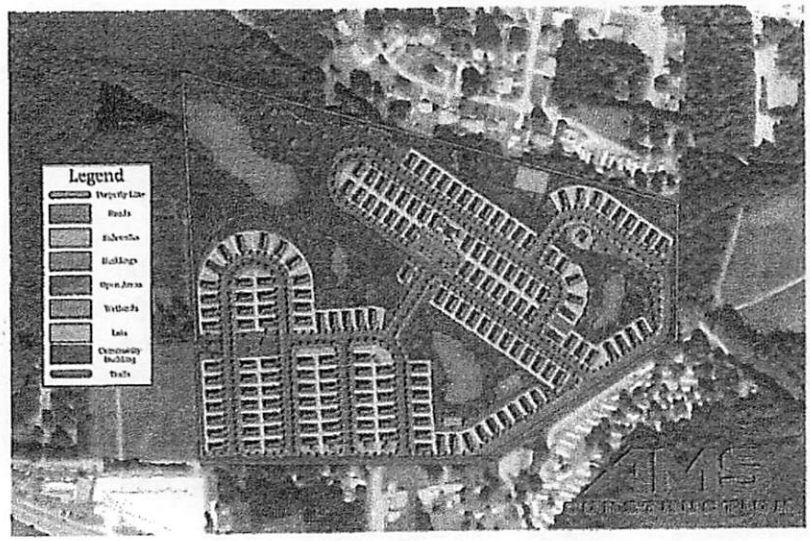
Development Timeline: The property will be developed simultaneously with 2557 N. Stedman Drive, which will have 168 homes, community center, and recreational amenities.

2655 N. Stedman Drive Site Plan



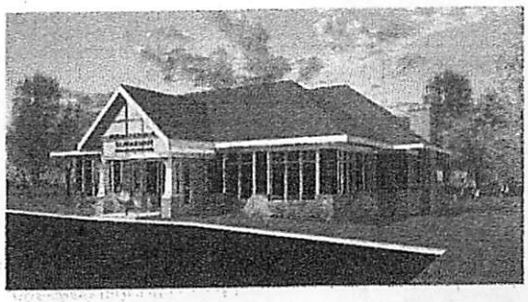
- 50 5,000 SF home sites.
- Ample green and open space.
- Homes will have access to all the recreational amenities offered at 2557 N. Stedman Drive.
- Security features will include street lighting and security cameras throughout the entire community.

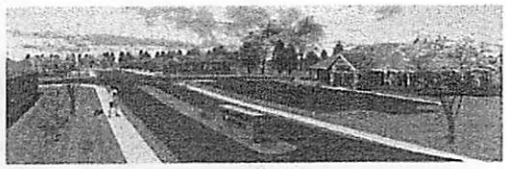
Proposed 2557 North Stedman Drive Site Plan

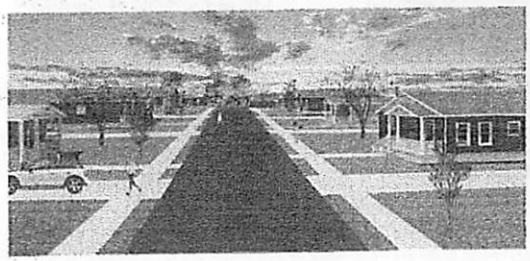


- 168 5,000 SF home sites.
- Ample green and open space.
- Recreational amenities will include a club house, playing fields, and nature trails.
- Security features will include street lighting and security cameras throughout the entire community.

Example Elevations



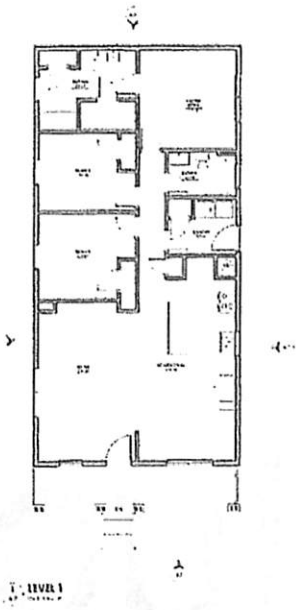


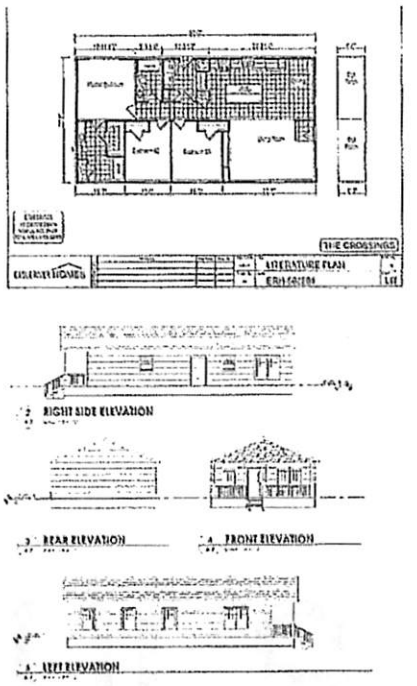


Unit Design

All homes will meet or exceed VHDA requirements and will feature:

- Front porches
- 2, 3 or 4 bedrooms
- Solid wood kitchen cabinets
- Drywall throughout
- 5/12 roof pitch
- Distinguishing exterior features, including choices on the color of the siding and type of shingle within the gables





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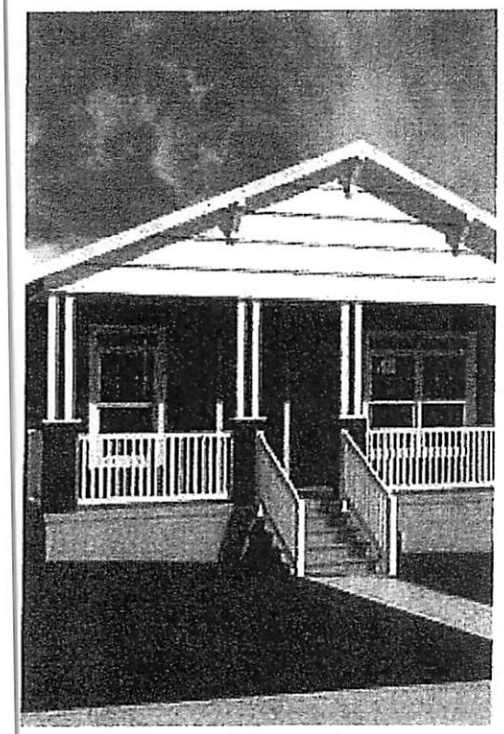
2557 N. Stedman Drive
Petersburg, VA



Building a Vibrant New Community for Middle Income Families

2557 N. Stedman Drive will be a rental community and marketed to households earning up to $50,000 per year.

- Homes will be factory built and brought to the site and will meet Virginia Housing Development Authority (VHDA) and Fannie Mae's MH Advantage standards.

Rents will fall in the following range:

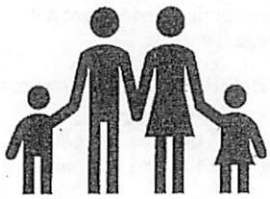
- ~$975 for a 2BR home
- ~$1150 for a 3BR home
- ~$1300 for a 4BR home

- Homes will range in size from 900 SF to 1,400 SF.
- Every home will have a front porch, and some will have rear porches.
- Homes will meet high energy efficiency standards and will have quality finishes throughout the interior and exterior.

FACT: This development is targeted to working families

What are the targeted income levels for this development?

- Family of 2: $39,960
- Family of 3: $44,940
- Family of 4: $49,920
- Family of 5: $53,940

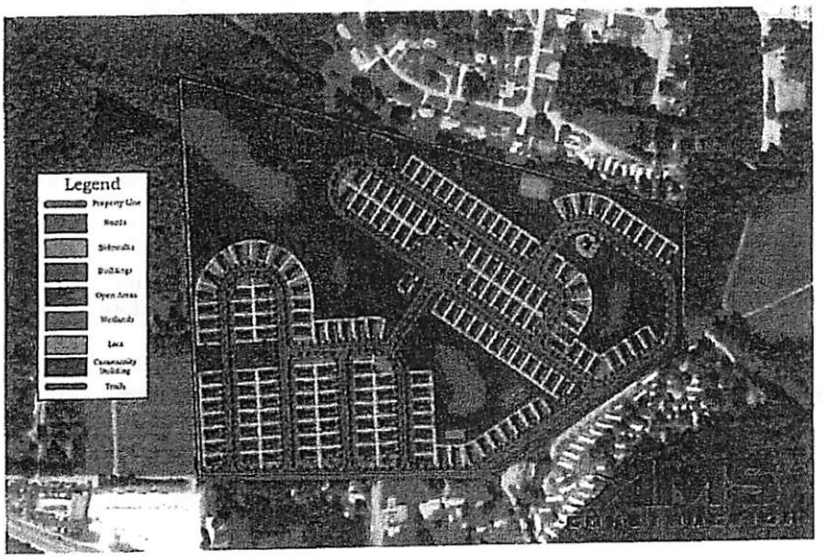


What are the professions that fall within the targeted income levels?

- Office Manager: $38,000
- Licensed Practical Nurse: $38,000
- Police Officer: $37,000
- Fire Fighter: $40,000
- Elementary School Teacher: $37,000
- Full-time hourly wage between $20-$25 per hour

Although this new neighborhood is taking advantage of Low-Income Housing Tax Credits (LIHTC), this long-standing Federal tax program is designed to support the creation of workforce housing.

2557 North Stedman Drive Site Plan



- Zoned as residential PUD
- 168 homes set 5,000 SF separately recorded and deeded lots.
- Ample green and open space with a "green buffer" to neighboring communities
- Recreational amenities will include a club house, playing fields, and nature trails.
- Security features will include street lighting and security cameras throughout the entire community.

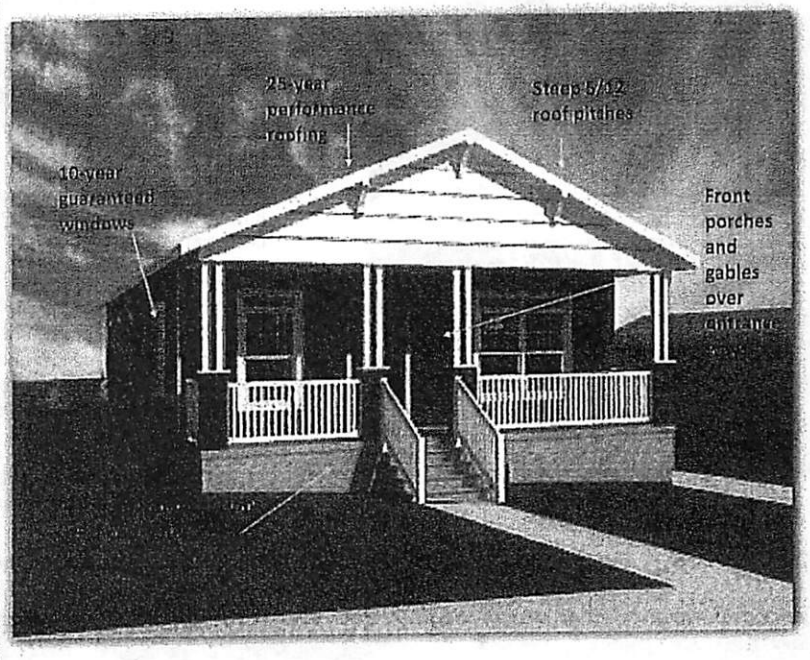
FACT: 2557 North Stedman Drive will <u>not</u> become a "trailer park"

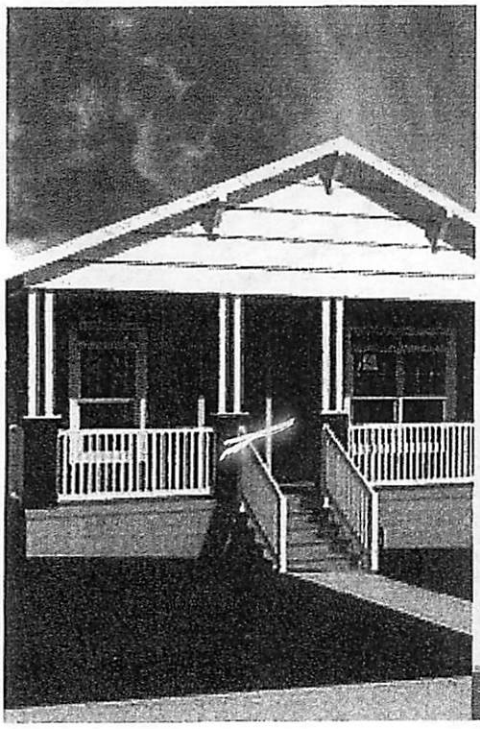
The Federal tax credit being used to finance this project expressly excludes "trailer parks". The 1986 Tax Act that established the LIHTC prohibits its use to develop "trailer parks".

All homes in this development will be fee simple real estate. They will have permanent foundations and be deeded and titled on individual 5,000 SF lots.

Today's manufactured homes are built in a controlled factory setting and use the same materials as site-built homes but are constructed in a more cost-effective manner with a build quality equal to or better than site-built homes.

FACT: The homes in this development will meet or exceed the Virginia Housing Development Authority's (VHDA) and Fannie Mae's MH Advantage build quality standards





Who we are:

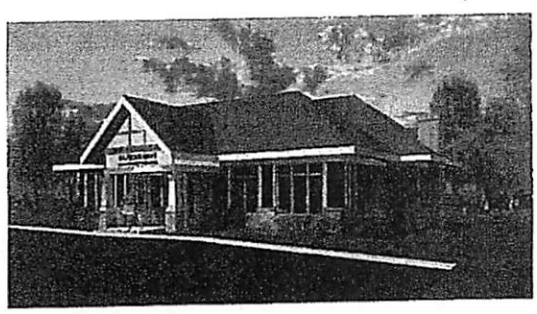
- **Equity Plus** works with both investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country.

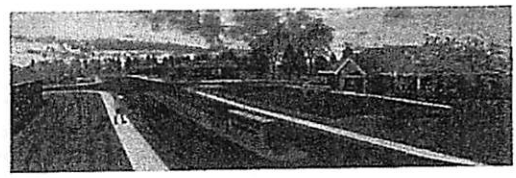
- **AMS Construction** has been leading site work and civil infrastructure projects for over 15 years and will manage the design and construction.

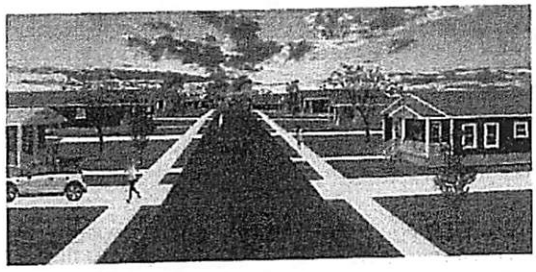
- **MH Advisors** advised Fannie Mae on the development of their MH Advantage product and has over five years of experience in the manufactured housing (MH) industry. They will take the lead on working with the factory and dealing with MH regulatory issues.

- **TM Associates** will be the property manager and is one of the largest LIHTC property management companies in the Mid-Atlantic.
  - Area projects include the Henry Williams Town Homes located at 555 S. South St.

Example Elevations







Further reading

Real Estate Values and Crime

Articles on Real Estate Values

From Novogradac: "As such, the primary way to measure resulting improvements would be through examining impacts on property values. The reviewed research found property value increases when LIHTC developments are built in low-income areas. One large study determined housing within 0.1 miles increased in value by 6.5 percent after a development was placed in service. Five additional studies found modest impacts."

https://www.gsb.stanford.edu/insights/affordable-housing-good-neighborhood
://www.novoco.com/notes-from-novogradac/how-do-lihtc-properties-affect-their-surroundings

https://www.wsj.com/articles/low-income-housing-shown-to-not-weigh-on-nearby-property-values-1480361327

Articles on links to Crime

https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4933022/

"We find that the opening of the affordable housing development was *not* associated with trends in crime, property values, or taxes…."

Resources and References:

[illegible]	[illegible] https://www.vhda.com/BusinessPartners/PropertyOwnersManagers/Income-Rent-Limits/Income%20and%20Rent%20Limits%20Archive/2018HUD-Income-Limits.pdf [illegible] https://www.vhda.com/BusinessPartners/MFDevelopers/LIHTCProgram/Pages/LIHTCProgram.aspx#.XZDtGndFz4g
VHDA build quality requirements:	https://www.vhda.com/BusinessPartners/MFDevelopers/MF-LoanApplication-Guides/MF%20Loan%20Applications%20and%20Guides/2019%20MIn%20Design%20and%20CR.pdf
Fannie Mae's MH Advantage Requirements	https://www.fanniemae.com/content/fact_sheet/manufactured-homes-advantage
86 Tax Act; Committee Report	https://www.jct.gov/publications.html?func=startdown&id=2355 Page 164
Salary / wage data	Salary.com

Manufactured Home:

Mobile Home:

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 24, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Michelle B. Peters, Director Planning and Community Development

RE: Request of John Ruffin (Clearfield MMG, Inc.) to construct and operate a Waste Disposal Solution Facility. The property is zoned M-2. The property address is 2851 Frontage Road, T.P. 064-03-0006. The property is being subdivided to create an 8 acre parcel for development.

PURPOSE: To hold a public hearing to receive citizen comment on the request to construct and operate a Waste Disposal Facility by Clearfield MMG, Inc (John Ruffin).

REASON: Council is required to schedule and conduct a public hearing, upon receiving a recommendation from the Planning Commission, before it takes legislative action on the objectionable use as defined by Article 18§3.

RECOMMENDATION: Following a duly advertised public hearing, Council by majority of those members present and voting, the council may affirm, reverse or modify the decision of the Planning Commission. Staff recommends City Council to hold a public hearing on this matter for the February 4, 2020 regular Council meeting. The Planning Commission sends forth a recommendation of approval.

BACKGROUND: The Zoning Ordinance requires that City Council must take action once a recommendation is forwarded from the Planning Commission. The current property is zoned M-2 but the zoning ordinance doesn't specifically speak to this use. This is not considered a landfill and therefore Chapter 37 is not applicable, which permits these uses. This use was determined by the Planning staff to be an objectionable use and would require review by the Planning Commission and the City Council. The Planning Commission held a public hearing on the matter at its regular meeting held on January 8, 2020. The Planning Commission sends forth a recommendation of approval with conditions, and contingent upon an inspection of an existing facility in Chesapeake, VA operated by the same owner/company. This use is considered an industrial use and the proposed facility will be licensed by the Virginia Department of Environmental Quality (VDEQ).

On January 22, 2020, the Planning Commission visited the site in Chesapeake, Virginia which is the same operation to be constructed in the City of Petersburg. Five of the seven Planning Commissioners visited the site, the Planning staff (Director, Zoning Administrator and Zoning Technician) accompanied the Commission.

COST TO CITY: None

BUDGETED ITEM: No

REVENUE TO CITY: Potential Real Estate Taxes

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: NONE

ATTACHMENTS: Application, Planning Commission Resolution and supporting documentation

STAFF: Planning and Community Development

20-ORD-
Adopted:

ORDINANCE APPROVING THE CONSTRUCTION OF A WASTE DISPOSAL SOLUTION FACILITY AT A PORTION OF 2851 FRONTAGE ROAD 064-030006.

WHEREAS John Ruffin of Clearfield MMG, on behalf of said corporation, petitioned the City Council of the City of Petersburg for permission to construct a waste disposal solution facility in the "M-2" Heavy Industrial District under the Objectionable uses section of this zoning district; and

WHEREAS, a public hearing having been held pursuant to notice thereof as required by law; and suggested conditions were offered by the public; and incorporated into conditions that have been placed on the development; and

WHEREAS, the Planning Commission visited a facility in Chesapeake, Virginia, which is owned and operated by the same company to inspect the property and to understand the operation to make sure that the public health, safety, morals and general welfare will be properly protected, and that necessary safeguards will be provided for the protection of surrounding property; and

WHEREAS, the Planning Commission of the City of Petersburg has recommended that the request be approved conditionally subject to the conditions listed in this Ordinance.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg, that Clearfield, MMG be allowed to construct a waste disposal facility subject to the following conditions:

1. A fence must be maintained around the entire perimeter of the site.

2. A 100' buffer to be maintained on the Frontage and Normandy Road sides. A 50' buffer on the remaining sides of the parcel. To the extent possible, the existing trees shall be kept to preserve the wooded buffers. No structures can be built in the buffer area. However, access roads are permitted within the buffer.

3. The hiring of staff for the Petersburg location will be coordinated through the Petersburg office of the Virginia Career Works Center.

4. A copy of the approved permit from the Virginia Department of Environmental Quality (VDEQ) will be submitted to the City.

5. A waste disposal landfill accepting household trash and debris is prohibited.

6. A City of Petersburg Inspection will occur every 6 months with the staff from the Planning, Building, and Public Safety office. The inspection report shall be maintained in the files of each of the offices and the office of the facility. In the event that a violation is discovered, the owner/operator will be notified in writing within 24 hours of the inspection. Compliance will be required as dictated by the applicable laws governing at the time of a citation.

7. A copy of each VDEQ Inspection Report shall be submitted to the City of Petersburg Planning Department to be included in the files maintained by the City of Petersburg.

8. If the facility is sold or transferred the owner must notify the City of Petersburg.

RESOLUTION OF THE PLANNING COMMISSION

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission of the City of Petersburg, Virginia, held a public hearing to consider a request of John Ruffin on behalf of Clearfield, MMG to construct a Waste Disposal Solution Facility at a portion of 2851 Frontage Road (currently being subdivided) T.P. 064-03-0006. The zoning is M-2 "Heavy Industrial".

WHEREAS, the Planning Commission has given interested citizens and other parties the opportunity to comment on the proposed request at a duly advertised public hearing conducted on January 8, 2020; and

WHEREAS, the Planning Commission considered the information provided by the applicant regarding the request; and

WHEREAS, the Planning Commission receive a written correspondence suggesting conditions from the public; and

WHEREAS, the Planning Commission visited a facility in Chesapeake, Virginia, which is owned and operated by the same company to inspect the property and to understand the operation to make sure that the public health, safety, morals and general welfare will be properly protected, and that the necessary safeguards will be provided for the protection of surrounding property; and

THEREFORE, BE RESOLVED that the Planning Commission of the City of Petersburg at its January 8, 2020 meeting recommends that City Council approve the request with conditions. The conditions that were recommended are incorporated in the conditions outlined in the draft ordinance in the City Council's packet.

I, Michelle B. Peters, Secretary to the Planning Commission of the City of Petersburg, do hereby certify that the foregoing action was taken by said Commission at its meeting held on January 8, 2020 and its subsequent inspection on January 22, 2020.

Michelle B. Peters

Michelle B. Peters

CITY COUNCIL STAFF REPORT

SPECIAL USE PERMIT– Objectionable Use
CASE 19-SUP-04
John Ruffin (Clearfield MMG), Applicant
PUBLIC HEARING: February 4, 2020

Request:

Request of John Ruffin to construct a Resource Recovery Facility pursuant to Article 18, Section 3 Objectionable Uses, and subject to certain terms and conditions at 2851 Frontage Road, T.P. 064-030006. The property is zoned M-2, Heavy Industrial District.

Project Summary & Background Information:

The property is currently a part of a larger tract of land owned by Virginia Abrasives Corporation. A subdivision is being proposed for the construction of 4 warehouse buildings with accessory off-street parking.

The zoning ordinance does not have a classification for the proposed facility. The applicant has operated the same type of business in the City of Chesapeake, VA since 2017. Our office contacted Chesapeake, VA to understand how they permit the use, and the use in their jurisdiction is permitted by right as an industrial use.

The Zoning Ordinance has an article 37 entitled Municipal Solid Waste Landfill Uses that permits City owned landfills in the M-1, M-2 and A districts, and accessory uses incidental thereto.

Since the use is not enumerated in the zoning ordinance it was determined by the Planning office that this use would be reviewed under the objectionable uses which require City Council approval and the Planning Commission review.

The applicant has provided to the Planning Commission a detailed description of the proposed use. In addition, staff provided a frequently asked question and answer sheet that the applicant provided. This fact sheet provides details about the operation of the facility, the hours, the frequency of truck traffic, the regulatory agency, and the reason for the selected location in the City of Petersburg.

The Development Review Team met with the applicant and the Timmons Group on October 31, 2019 to discuss the proposed project.

The following summarizes the discussion had with the development team:

1. Will there be any sewage discharge? Only what will be discharged by the office use.
2. What is the daily intake? 7-10 trucks a day
3. Project Investment? $4.5 million dollar investment
4. Number of Jobs? 10-12 Full-time jobs
   Types of Jobs: Truck Drivers, Equipment Operators, Heavy Equipment Operators, Administrative Staff
5. Will you hire locally or bring in people from other locations? Will hire locally, will not bring in people from Suffolk or Chesapeake to work at the Petersburg location
6. Construction schedule? Approximately 6-9 months with operation beginning shortly after

7. Attraction to Petersburg? Close proximity to 95, existing buffer (50' required by DEQ) plan to provide a greater buffer, the lot size
8. The buildings as shown on the site plan will be used in what way? Office Administrative Services, Warehouse for separation/treatment of materials, maintenance metal building for vehicle repairs, building for storage warehouse

9. How are the materials kept on the site? The materials brought to the site are tanked or go into vaults until they can be processed

10. Licensing Authority? Virginia Department of Environmental Quality

11. Will there be any medical waste or hazardous material or household trash? No, none of these items will be allowed. Can't accept any lead based paint or oil based paint either because of flammability

The project will still be subject to compliance with all local and state requirements. The site plan process is where these requirements will be reviewed and determined to be in compliance.

This request will not waive any requirements, the purpose of the public hearing and the Planning Commission review is to make sure that the public health, safety, morals and general welfare will be properly protected, and that necessary safeguards will be provided for the protection of surrounding property and persons.

This property is consistent with industrial type uses.

Existing Uses and Zoning:

The parcels surrounding this property in all directions are zoned M-2 (Heavy Industrial).

Comprehensive Plan:

The Comprehensive Plan identifies this area as an industrial area.

Public Input:

Our office has received an email from an adjacent property owner requesting that the Planning staff put conditions in place to safeguard adjacent properties and property owners. The following conditions were suggested:

All environmental permits and requirements are obtained and remain in good standing throughout the duration of the use.
All waste material is kept enclosed and does not create any noticeable smells or visual concerns to adjacent landowners (no smell that would create issues for neighbors).
Clarification that this is not a waste disposal facility similar to the landfill on Washington Street.

The property owner further expressed his concern that if the above-referenced safeguards are not in place that this project would be a major hindrance on future development in this area.

Recommendation:

Staff recommends that the Planning Commission sends forth an approval to City Council; contingent upon a site visit to the facility in Chesapeake or Suffolk prior to the City Council public hearing.

1. A copy of the approved permit from the Virginia Department of Environmental Quality (VDEQ) will be submitted to the City.
2. A waste disposal landfill accepting household trash and debris is prohibited.
3. A City of Petersburg Inspection will occur every 6 months with the staff from the Planning, Building, and Public Safety office. The inspection report shall be maintained in the files of each of the offices and the office of the facility.
4. A copy of each VDEQ Inspection Report shall be submitted to the City of Petersburg Planning Department to be included in the files maintained by the City of Petersburg.
5. If the facility is sold or transferred the owner must notify the City of Petersburg.

The site visit to Chesapeake, VA on January 22, 2020 with 5 of the 7 Planning Commissioners, and 3 Planning Department staff proved to be helpful in seeing firsthand the operation.

During the visit, we observed an office building for the office manager, the site manager and a few other positions that will not be included in the Petersburg location.

We observed a holding building that is enclosed on three sides with bays that do not have doors. This is where certain items are brought in like ink in drums from printing companies to liquid spills from interstates/highways. This building also had the materials stored that is used to absorb liquids. The material is what is found in baby diapers it looks like cotton and is used to absorb liquids. This building also had ink drums that are drying before they are crushed and recycled.

We observed a sorting building that is enclosed on three sides with bays that do not have doors. This building accepts construction debris and other mulch, dirt that may be contaminated with oil or other liquids that is not considered hazardous. The dirt and items are sorted and put in the different bays for transport from the site.

In addition, we observed a washing/cleaning building that is enclosed on three sides with bays and no doors

We observed above ground tanks used to store liquids. We observed the well system that pumps the liquid to these storage tanks. The liquids are pumped from the onsite holding tanks to trucks with tanks and transported to other facilities for disposal.

The only water coming into the site from the City of Chesapeake is for restrooms in the office area. This will be the same set-up in the City of Petersburg.

The Health Department will have to review and approve the well system.

In summary of the site visit, the site was clean, we observed trucks waiting to unload, we observed items waiting to be sorted and we observed what a clean pile of material that had been sorted looks like that was waiting to be transported.

While on the site under two of the bays, we did smell ink, and oil. However, this odor was not noticeable beyond the buildings in which the items were located. You could not smell anything by the office building or anywhere else on the site.

The day we visited the site it was cold and windy, and we didn't observe any dust, or debris blowing from the site or on the site.

In the City of Chesapeake, the facility is located adjacent to other commercial and industrial uses. We did observe on the same road as this operation, what appeared to be a nonconforming residential use.

The conditions included in the draft ordinance have been amended since the Planning Commission meeting to include additional information such as an access road being permitted in the buffer area, and the hiring of persons for the Petersburg location should be done in collaboration between Clearfield MMG and our Workforce development center in the City of Petersburg.

Mr. John Ruffin, the applicant is supportive of the conditions that have been put forth.

Clearfield MMG

resourceful waste management

WASTE TREATMENT & DISPOSAL

Common examples of waste accepted and processed at our facilities include the following:

- Petroleum Contaminated Soil
- Spent Absorbents, Rags and Boom
- RCRA Metals Impacted Soils & Sludge
- Petroleum Tank Bottoms
- Paints, Inks, Dyes & Resins
- Sanitary Pump Station Waste
- Storm Drain Sediment
- Car Wash Sludge
- Motor Oil, Transmission & Hydraulic Oils
- Dredge Sediment
- Marine Bilge Waste
- Non-Recyclable Liquids (ie. AFFF, Detergents)
- Fly Ash / Bottom Ash
- Filter Cake
- Off-Spec / Expired Products
- Abrasive Blast Materials
- Used Oil Filters & Antifreeze
- Lubricants & Greases
- Oil / Water Separator Sludge

MATERIAL ACCEPTANCE PROCEDURES

ACCEPTABLE WASTE MATERIALS

Clearfield MMG may accept non-hazardous special waste for treatment and disposal, provided that the material has been properly characterized and profiled into the facility.

Both liquid and solid materials may be received and frequently include petroleum contaminated waste, petroleum tank sludge and similar industrial products.

PROHIBITED WASTE MATERIALS

Clearfield MMG will NOT accept any waste products or soils which may be classified as hazardous waste, radioactive materials, explosive materials, infectious waste or municipal garbage.

WASTE SHIPMENTS

Clearfield MMG accepts material in bulk quantities, drums, and other containers, such as roll-off boxes. All wastes, regardless of shipment method, must receive prior approval from the facility and must be accompanied by a Non-Hazardous Shipping Manifest. If the material is non-conforming for any reason, the facility reserves the right to reject the load.

ANALYTICAL REQUIREMENTS FOR DISPOSAL

The waste generator must provide specific analytical information prior to the shipment of any waste materials. We suggest that customers consult with Clearfield MMG prior to sampling, since the analytical requirements may be waived or reduced in certain circumstances.

GENERATOR CERTIFICATION

We require that a Waste Profile be completed by the agent or generator and returned to our office prior to shipment. In many cases, this application of knowledge may waive the requirements for lab analysis; however, each waste stream is evaluated on a case by case basis.

Clearfield MMG
resourceful waste management

WASTE TREATMENT & DISPOSAL SERVICES

Specialized Environmental Remediation & Waste Management

Clearfield MMG, Inc. is a provider of specialized environmental remediation and waste management services in the Mid-Atlantic region. Founded in 1991, the company serves customers in all industry sectors and throughout the entire East Coast. Clearfield MMG owns and operates two permitted waste management facilities in eastern Virginia, both of which are permitted to accept non-hazardous wastes, including those generated on CERCLA sites.

ADDRESSES

CORPORATE MAILING ADDRESS

Clearfield MMG, Inc.
Post Office Box 1444
Chesapeake, VA 23327

PHYSICAL ADDRESS

Clearfield MMG, Inc.
3900 Shannon Street
Chesapeake, VA 23324

CONTACT

OFFICE

PHONE: 757.549.8448
FAX: 757.549.6668
WEB: clearfieldmmg.com
BILLING: June Fusco

POINT OF CONTACT

Hunter McCaa, Senior Vice President
ADDRESS: P.O. Box 1444
Chesapeake, VA 23327
OFFICE: 757.549.8448
EMAIL: hmccaa@clearfieldmmg.com

INFORMATION

COMPANY INFO

FEDERAL TAX ID
54-1607073

ENTITY TYPE
Corporation (est. Virginia 1991)

NAICS (Primary)
Code 562219
Non-Hazardous Waste
Treatment & Disposal

LICENSES & PERMITS

VIRGINIA CONTRACTOR'S LICENSE
Class A #2705147289

VIRGINIA SOLID WASTE FACILITY OPERATOR
LICENSE # 4605002028 & 4605003516

VIRGINIA DEQ SOLID WASTE MANAGEMENT FACILITY PERMITS
Chesapeake Facility: PBR #622
Suffolk Facility: PBR #155

LICENSES & CERTIFICATIONS

DPOR Department of Professional and Occupational Regulation
Virginia Class A Contractor License #2705147289

DEQ Virginia Department of Environmental Quality
Chesapeake Plant Permit-by-Rule #622
Suffolk Plant Permit-by-Rule #155

United States Environmental Protection Agency
Affirmative Determination under the CERCLA Off-Site Rule

SWANA®
Member, Solid Waste Association of North America

TWO PERMITTED FACILITIES

ɔur modern waste management
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zardous wastes including those
generated on CERCLA sites.

DRUM MANAGEMENT

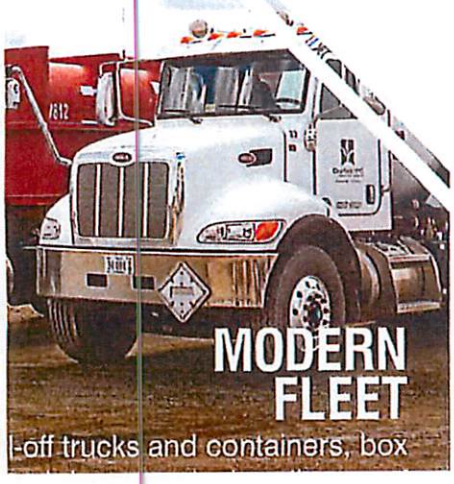
Superior containerized waste capabilities for projects big and small. We routinely accept drums, totes, pails and cubic yard boxes.

Clearfield MMG
resourceful waste management

WASTE MANAGEMENT and DISPOSAL SERVICES

Since 1991, Clearfield MMG has provided customers throughout the mid-Atlantic region with specialized environmental remediation and waste management services. We serve customers in all industry sectors by providing them with the knowledge, skills and equipment necessary to meet their diverse needs.

clearfieldmmg.com
757.549.8448



MODERN FLEET

l-off trucks and containers, box

SUPPORT & SATISFACTION

Safe, dependable and cost-effective

OSAL

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Oils

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MATERIAL ACCEPTANCE PROCEDURES

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The waste generator must provide specific analytical information prior to the shipment of any waste materials. We suggest that customers consult with Clearfield MMG prior to sampling, since the analytical requirements may be waived or reduced in certain circumstances.

GENERATOR CERTIFICATION

We require that a Waste Profile be completed by the agent or generator and returned to our office prior to shipment. In many cases, this application of knowledge may waive the requirements for lab analysis; however, each waste stream is evaluated on a case by case basis.

Department of Professional and Occupational Regulation
Virginia Class A Contractor
License #2705147289

Chesapeake Plant
Permit-by-Rule #622

Suffolk Plant
Permit-by-Rule #155

Affirmative Determination under the CERCLA Off-Site Rule

Member, Solid Waste Association of North America

CASE NUMBER 1954P-04

Applicant: John Ruffin
P. O. Box 1444
Chesapeake, VA 23327

PETITION FOR REZONING OR SPECIAL USE PERMIT

RETURN TO: DEPARTMENT OF PLANNING (CITY HALL, THIRD FLOOR, ROOM 304) WITH THE FILING FEE: $1,500 (CHECK/MONEY ORDER/CASH) AT THE TIME OF SUBMITTAL

A. Property Information

1. CLEARFIELD MMG, INC., ~~do hereby petition to rezone the following described properties from zoning district~~ _____ to zoning district _____ to permit SEEKS A SPECIAL USE PERMIT FOR THE FOLLOWING PROPERTY.

2. Legal Description: (Use attachment if necessary) - Identify proposed Use
A PARCEL CONTAINING 8.183 ACRES OF LAND, LOCATED ON THE SOUTH SIDE OF NORTH NORMANDY ROAD & THE EAST SIDE OF FRONTAGE ROAD IN PETERSBURG, VA.

3. Tax Parcel Identification Number(s):

	Map	Block	Lot
A PORTION OF 064-030006			

M-2

4. Current Street Address(es): - (if assigned) A PORTION OF 2851 FRONTAGE RD, PETERSBURG, VA

5. Approximate Area: _____ sq. ft. 8.183 acres

6. Public Street Frontage 1,215 ft.

7. A boundary plat of this property outlining the area to be rezoned shall be attached to this petition. ✓

8. The following deed restrictions may affect the use of this property:
NONE

9. **Brief:**

Said deed restrictions will expire on : _____

B. JUSTIFICATION FOR REZONING

1. **The proposed change in zoning is necessary for the preservation and enjoyment of a substantial property right because: (A detailed statement of reasons why the proposed rezoning should be granted).**

   The Special Use Permit is required per the Planning Department to allow the applicant to conduct resource recovery activities within the proposed buildings.

2. **The material impact of the proposed rezoning 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).**

   Please see the attached development summary.

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

   In addition to the creation of new jobs in this market, the proposed facility will pay real estate, personal property and other taxes as prescribed by the City of Petersburg.

4. **The proposed rezoning is necessary because suitable property for the proposed use is not presently situated within required existing zoning districts. (Specify reasons for this determination).**

   This parcel of land is properly zoned and well-suited to the proposed activity. The adjacent properties are all zoned M-2 with similar heavy industrial uses. All resource recovery operations are sited with a minimum 50' buffer from adjacent properties and we will endeavor to maintain a fully wooded buffer on both the North Normandy and Frontage Road sides.

C. **CERTIFICATION:**

The undersigned applicant certifies that: (He) (She):

_____ **(a) Is the owner or lessee or agent specified in writing, for**

✓ **(b) Possesses a proprietary interest in: (contract or option agreement)**

the property(ies) identified within this PETITION FOR REZONING; and that the foregoing answer and statements herein contained and all other information herewith submitted are in all respects true and correct to the best of (his) (her) knowledge and belief.

APPROVED

Signed: JOHN RUFFIN PRESIDENT

Mailing Address: P.O. BOX 1444 CHESAPEAKE, VA 23327

City Attorney

Phone Number: 757-549-8448

TO BE FILED IN TRIPLICATE (3-SETS) IN THE PLANNING DEPARTMENT, CITY HALL

ACTION RECORD

RECEIVED DEC 09 2019 Planning Dept. Petersburg, VA

Date Filed (with Planning Department) 12-9-19 19 SUP-03

Date of Planning Commission Public Hearing 1-8-20 AD DATES: 12/18th & 12/25th

Planning Commission Action(s) _____

Date of City Council Hearing: _____

City Council Action(s): _____

JUNE A. FUSCO COMMONWEALTH OF VIRGINIA Expires 6/30/20 ID# 192026 NOTARY PUBLIC

Certification of Acknowledgement

Commonwealth of Virginia

City of Chesapeake

State of Virginia

On this date before me personally came John W. Ruffin, to me known, who being by me duly sworn, did depose and say that he is President of Clearfield MMG, Inc., the corporation described in and which executed the above instrument.

(Signature of Notary Public) June A Fusco Date: 12/4/2019

Registration # 192026 My commission expires: 6/30/2020

Description of Proposed Use

1. Describe the general design specifications for the facility.

The proposed resource recovery facility will be constructed on an 8.1 acre site, located at 2700 North Normandy Road in the City of Petersburg, Virginia. The site is zoned M-2 and is bordered entirely by properties also designated as M-2, "Heavy Industrial". All resource recovery operations will occur under roof within three pre-engineered metal buildings, consisting of masonry and steel construction with concrete floors.

2. Describe the proposed hours of operation.

Typical hours of operation will be from 7:30 am to 5:00 pm Monday through Friday. Work days may be extended as necessary to accommodate higher than usual processing demands.

3. Describe the type(s) and origination of the solid waste materials to be accepted at the facility.

The proposed facility will accept non-hazardous materials from commercial, industrial and municipal customers. Some examples of typical waste products include: Petroleum Contaminated Soil / Water & Sludge, Drilling Mud, Storm Sewer Grit, Sanitary Sewer Grit, Oil Water Separator Solids, Spent Abrasive Material, Marine Bilge Waters and Car Wash Sediment.

4. Describe the methods by which the solid waste will be transported, separated, treated, processed, stored or disposed.

Approved non-hazardous materials will be delivered by commercial vehicles, including dump trucks, dump trailers, box trucks and vacuum trucks.

Once received, the processing of liquid commences immediately and includes the recovery of recyclable petroleum products, separation of solids, the recovery of wastewater suitable for offsite treatment and solidification. Liquids will be received and processed inside the building in either an above ground mixing vessel or an engineered concrete structure equipped with a synthetic liner, secondary containment and witness zone monitoring points. Petroleum products and wastewater are recycled off-site at a facility permitted to accept and treat oily water. Solidified waste is disposed of at a Subtitle D landfill or other approved off-site facility.

The processing of solid materials also begins immediately upon receipt and includes the recovery of recyclable materials (concrete, asphalt, scrap metal, etc.), separation of residual debris (poly sheeting, wood, etc.), bulking of like material types, and bioremediation of petroleum contaminated soil. Residual debris will be containerized while awaiting transport to a Subtitle D landfill. Concrete, asphalt and scrap metal will be recycled at an appropriate off-site facility. Soil, which has been treated and determined by lab analysis to be clean, will be transported to a Subtitle D landfill for beneficial reuse as daily cover.

Equipment to be used includes wheel loaders, hydraulic excavator, forklift, vacuum truck, dump truck, box truck and water truck.

5. ***Describe the proposed method of protecting solid waste from exposure to wind, rain, or other precipitation.***

All materials will be stored under roof on a concrete floor, pending off-site disposal or off-site re-use. As a result, no solid waste will come into contact with rain or stormwater.

6. ***Describe how the proposed resource recovery facility will be designed and operated in order to ensure that neighboring properties will not be impaired or adversely affected.***

The site is zoned M-2 and bordered entirely by properties also designated as M-2, "Heavy Industrial". Neighboring properties are currently in use for industrial purposes with similar features, including the use of commercial trucks, the operation of heavy equipment, and the storage or stockpiling of materials.

Since all recovery activities will occur within the buildings and the site is well-buffered, the neighboring properties will not experience any adverse effects from smoke, dust or odor. Additionally, since the facility does not accept municipal garbage, no litter or other blowing debris will be present.

7. ***Describe any potentially adverse effects that may be associated with the proposed resource recovery facility, and the means proposed by the applicant to avoid, minimize or mitigate such effects related to the following:***

a. ***The estimated noise levels during operation and whether they exceed the maximum sound levels that are typical of uses permitted as a matter of right in the district.***

Noise levels will be less than or consistent with those currently generated by the surrounding industrial properties.

b. The anticipated glare from vehicular and stationary lights, and the extent to which such lights will be visible from any residential district.

The facility will not generate any unusual glare from vehicular or stationary lighting. Lighting will be consistent with that of the surrounding industrial users.

c. The vulnerability of the proposed solid waste management to fire and related safety hazards.

No unusual fire hazard will be created by the operation.

d. The interference by the solid waste management activities with any easements, roadways, rail lines, utilities and public or private rights of way.

None.

e. The possible destruction, loss or damage of a natural, scenic or historic feature of significant importance.

None.

f. The adequacy of proposed landscaping and buffering measures to screen the site from neighboring properties zoned for or containing less intensive uses.

The facility will be sited such that a minimum 100' buffer will be maintained on the Frontage Road and Normandy Road sides. We will maintain a 50' buffer on the remaining sides of the parcel. To the extent practical, the existing trees will be kept to preserve the wooded buffers.

8. Describe the safety and maintenance measures to be taken to prevent harm to public health or to the environment, along with the description of means to monitor complaints.

We are committed to following our written health and safety programs and facility Operations Manuals, both of which are integral parts of our Virginia Department of Environmental Quality permits. Clearfield also employs environmental professionals, who maintain Waste Management Facility Operators licenses, issued by the Virginia Department of Professional and Occupational Regulation. We are proud of our operating record and long history of compliance with municipal and state regulations.

In the event that a complaint does occur, management and facility operators will act promptly to investigate, respond to and mitigate valid areas of concern.

9. Describe the impact the resource recovery facility will have on groundwater and surface water.

All incoming materials will be stored under roof and on a concrete floor. No impact to groundwater or surface water is expected to occur.

10. Provide the average number and types of vehicles entering the site per day and a listing of hauling routes within the City of Petersburg from the site to the first four lane primary roads.

A variety of commercial vehicles, including dump trucks, dump trailers, roll-off trucks, box trucks, and vacuum trucks, may be used to deliver approximately a total of 8-10 loads of material per day. Trucks will enter and exit the property via Normandy Drive and use Wagner Road to access Interstate 95.

11. Describe the financial assurance provided to the Commonwealth of Virginia by the facility to ensure proper closure of the building.

The facility is required to maintain financial assurance, payable to the Commonwealth of Virginia DEQ, in an amount sufficient to cover the proper clean up and closure of the facility, should the owner fail to do so.

12. Describe the inspection process, both internal and external, to ensure compliance with federal, state and local regulations.

The facility is inspected by the Virginia DEQ on a quarterly basis, with inspection results available to the public. Facility operators also must perform daily inspections to ensure permit, safety and operating procedure compliance.

13. List all necessary state, local and federal permits and approvals and certification that application will be made for all such permits and approvals.

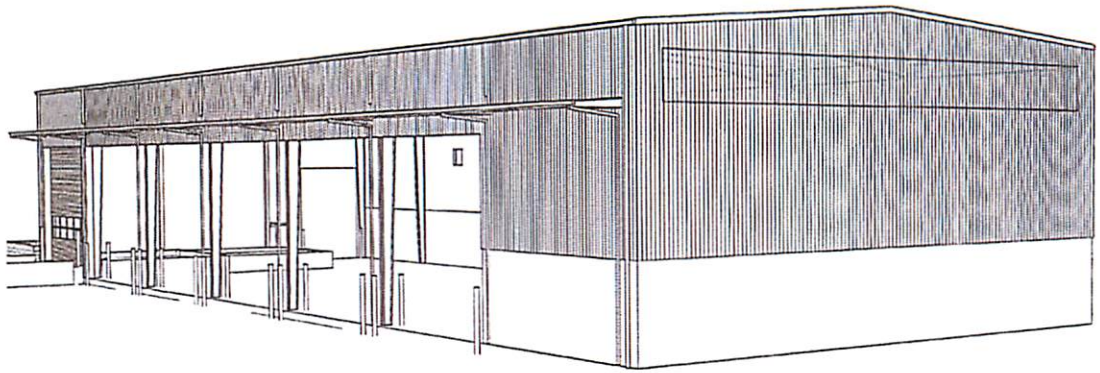
- Special Use Permit / Local Government Approval – City of Petersburg
- Permit-by-Rule for a Materials Recovery Facility – Virginia Department of Environmental Quality

14. Provide a description of proposed use and ownership of site after completion of all closure and restoration activities.

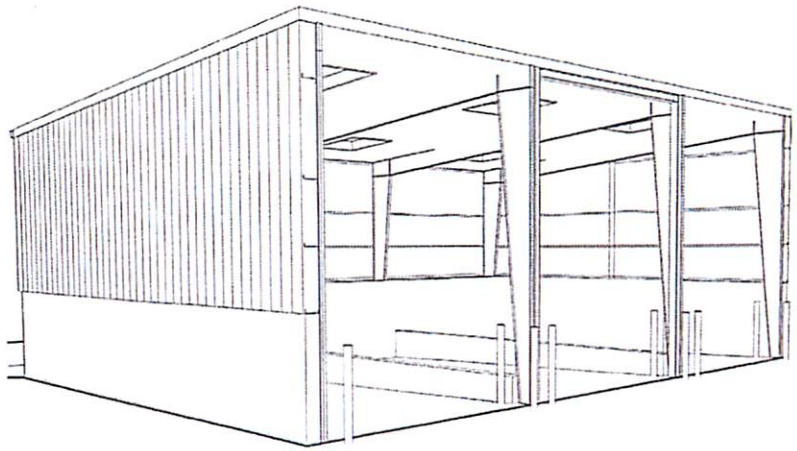
The facility will be determined to be closed at such time when all visible evidence of waste and waste residues has been removed. Upon final closure and following approval from Virginia DEQ, the site will be returned to an industrial use consistent with M-2 zoning.

Clearfield MMG

resourceful waste management



- BUILDING SF: 11,375
- BUILDING HEIGHT: 30'



- BUILDING SF: 2,400
- BUILDING HEIGHT: 26'

PROPOSED PETERSBURG FACILITY	NOVEMBER, 2019

VICINITY MAP
SCALE: 1" = 2,000'
SITE
INTERSTATE 85
FRONTAGE ROAD
TIMMONS GROUP
CLEARFIELD MMG
PRELIMINARY LAYOUT

City of Petersburg Development Review
Meeting Request Form

Consultant: Timmons Group Developer: Clearfield MMG

Phone / Fax: 541-6602 / 458-1511 Phone / Fax: 757 549-8448 / 757-549-6668

E-Mail Address: derrick.johnson@timmons.com

Site Plan Meeting Requested: (*Please Check One*)

X Preliminary Meeting ____Minor Site Plan Meeting ____Site Plan Meeting

Site Information:

Project Name: Clearfield MMG Petersburg Site

Proposed Use: Industrial

Property Zoning: M-2 Zoning Case / Approval Date: (if applicable)

Required Information:

Tax Map Number(s): 064 03 0006

Site Address (if assigned): 2851 Frontage Rd

Property Owner(s) Name: VA Abrasives Corp

Address / Phone / Fax / E-Mail:

THE DESIGN CONSULTANT MUST BE PRESENT AT THE SITE PLAN MEETING

Meeting Date: 10/31/19 **Meeting Time:** Anytime 9:30am

Development Review Meetings are held every Thursday from 9 a.m. until 11a.m. (*except the 3rd Thursday of each month*) within the Council Chambers in City Hall, 3rd Floor, located at 135 North Union Street. Please contact the Planning Department at (804) 733-2308 with any questions prior to your scheduled meeting. If you have preliminary sketches or plans, please provide 9 copies of an 8 ½" X 11" ***OR*** 11" X 17" sketch of the site layout to present to the Site Plan Team Members no later than the Monday prior to your scheduled meeting. The Planning Department is located across the hall from the Council Chambers in City Hall. The hours of operation are 8:30 a.m. to 5 p.m. Monday through Friday. Please visit the City of Petersburg website and select the Planning Department and then Development Review for additional information: www.petersburgva.gov.

(Form: 11/15)

Proposed Resource Recovery Facility
2700 North Normandy Road, Petersburg, VA

Clearfield MMG
resourceful waste management

What is the proposed use? Clearfield MMG proposes to construct and operate a resource recovery facility at the subject location.

Who is the applicant, Clearfield MMG, Inc.? Founded in 1991, Clearfield MMG is a Chesapeake based small business, with offices and facilities in Chesapeake and Suffolk, Virginia.

What is a resource recovery facility? A type of solid waste management facility which provides for material recovery through the separation, reclamation and/or recycling of specific solid wastes.

What types of solid waste will be processed at this facility? Clearfield accepts and recycles petroleum contaminated liquids and solids, which may include inert materials such as concrete, asphalt, metal and clean soil. Other acceptable materials include storm sewer grit, spent abrasive material, marine bilge waters and car wash sediment.

What types of solid waste are prohibited at the facility? The facility may **NOT** accept municipal garbage, medical waste, hazardous waste, materials containing strong odors or asbestos.

Will other permits be required before Clearfield can operate? Yes, Clearfield will be required to obtain a Solid Waste Management Facility Permit by Rule from the Virginia Department of Environmental Quality. Additionally, the Code of Virginia also requires that solid waste management facilities operate under the direct supervision of a Waste Management Facility Operator, who is trained and licensed by the Commonwealth.

What happens to the material after it has been treated? After the waste has been processed and treated, non-recyclable residuals are transported off-site to a permitted landfill for proper disposal. Recyclable materials, such as concrete and steel, are transported to an appropriate recycler. Recovered soil, which has been treated to below regulatory standards, is transported to an approved landfill, where it is used to cover trash.

How will you prevent contaminated stormwater or leaks from running off the property? All materials are stored indoors and processed inside on a concrete floor. As a result, stormwater will not come into contact with any waste materials, thereby eliminating the possibility of any contamination leaving the site.

Is any waste stockpiled or buried on-site? In accordance with our DEQ permit, no waste is stockpiled outdoors nor is any material buried or left on-site.

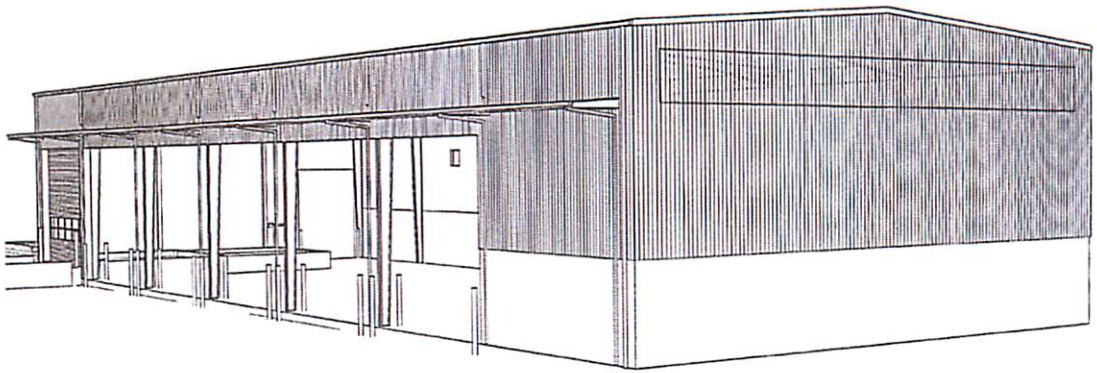
Who inspects the facility to ensure compliance with City and State regulations? The facility is inspected by the Virginia DEQ on a quarterly basis, with inspection results available to the public.

Why has Clearfield selected this particular location? The Normandy Road site is an ideal location for our intended use. The site is in close proximity to Interstate 95, is zoned industrial and entirely surrounded by other industrial users with activities of similar intensity.

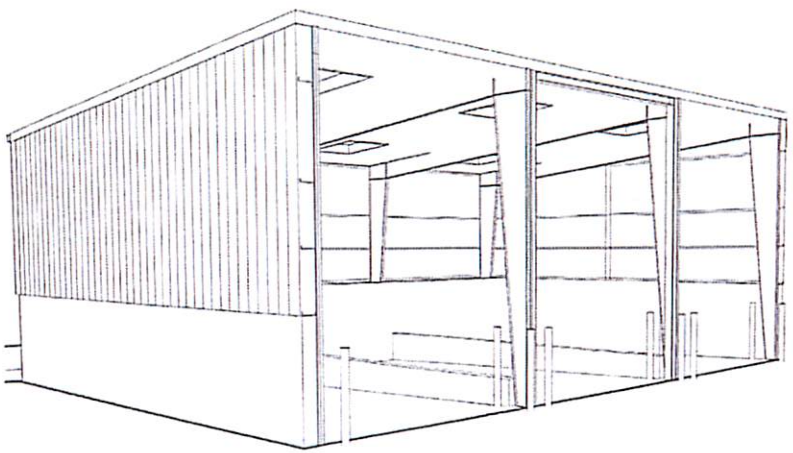
Post Office Box 1444 Chesapeake, Virginia 23327

Clearfield MMG

resourceful waste management



- BUILDING SF: 11,375
- BUILDING HEIGHT: 30'



- BUILDING SF: 2,400
- BUILDING HEIGHT: 26'

PROPOSED RICHMOND FACILITY	AUGUST, 2018

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 4, 2020

TO: The Honorable Mayor and City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

THROUGH: Lionel D. Lyons, Deputy City Manager of Development

FROM: India J. Adams- Jacobs, Assistant to the City Manager

RE: Commercial Property Assessed Clean Energy (C-PACE) Ordinance Amendment

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PURPOSE: To provide City Council with an amendment to the Commercial Property Assessed Clean Energy (C-PACE) ordinance adopted in July 2019.

REASON: The state legislation regarding C-PACE was updated on July 1, 2019 to include the inclusion of stormwater and solar as a use that could be eligible under the program. In addition, with the City Council electing a third-party as Program Administrator, language related to billing and collecting of payments and program administration needed to be amended.

RECOMMENDATION: Recommendation to schedule public hearing for February 4, 2020.

BACKGROUND: On July 2, 2019 City Council adopted an ordinance creating a Commercial Property Assessed Clean Energy (C-PACE) program and draft guidelines. City Council also chose to acquire a third-party administrator to administer the program. As a result, language in the original ordinance must be amended to allow for third-party administration and include the updated eligible uses under the program.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 19-ORD-37

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: N/A

STAFF: India J. Adams-Jacobs, Assistant to the City Manager; Reggie Tabor, Economic Development Manager

ORDINANCE

AN ORDINANCE TO ADOPT CHAPTER 107 OF THE PETERSBURG CODE OF ORDINANCES ENTITLED "COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY FINANCING PROGRAM"

Chapter 107
Commercial Property Assessed Clean Energy Financing Program.

Sec. 107-1. Commercial Property Assessed Clean Energy Financing Program; established; purpose.

A. City Council hereby establishes the Commercial Property Assessed Clean Energy Financing Program; (C-PACE), under the authority of Code of Virginia §15.2-958.3. Under C-PACE, the City may authorize contracts to provide loans for the initial acquisition and installation of clean energy improvements with free and willing property owners of both existing properties and new construction. In addition, private lending institutions shall be provided the opportunity to participate in C-PACE.

B. The purpose of C-PACE is to promote the renovation and construction of commercial, non-profit and multi-family buildings and structures by incorporating renewable energy production and distribution facilities, energy usage efficiency improvements, or water usage efficiency improvements. City Council finds that this will promote the general health and welfare of the community. Water usage efficiency improvements, in particular, benefit the public water supply and wastewater treatment services provided by the City.

C. In establishing C-PACE, the City Council finds that Petersburg has numerous older buildings with many years of remaining life, and that the renovation, retrofit, or rehabilitation of these buildings with qualifying clean energy improvements would make them more efficient and reduce their greenhouse gas emissions. The rehabilitation of commercial and industrial buildings and structures that are at least 40 years old, in particular, supports the same public purposes advanced by the historic preservation efforts of this City.

D. City Council further finds that the promotion and development of new buildings and structures with energy efficient or water efficient features that exceed current building code requirements, or which use renewable energy will enhance the real property tax base of the

City, make these buildings, if rented, more attractive to tenants, and thereby promote employment and economic growth in the City.

Sec. 107-2. Definitions.

"Borrower" means the person, as defined in Code of Virginia §1-230, who owns an eligible property and voluntarily applies for and obtains a C-PACE loan, or that person's successor in title.

"Borrower Certificate" means a notarized certificate from Borrower, certifying that (i) Borrower is (A) current on payments on all loans secured by a mortgage or deed of trust lien on the Property, (B) current on real and personal property tax payments, (C) current on all federal, state, and local taxes and that there is no federal income tax lien, judgment lien, or other involuntary lien against the Property, and (D) not insolvent or in bankruptcy proceedings, and (ii) that the title of the benefitted property is not in dispute as evidenced by a title report or title insurance commitment from a title insurance company acceptable to Capital Provider and City.

"C-PACE Assessment and Financing Agreement" means the C-PACE Program Agreement between the Borrower, City, and Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program; the Borrower's acknowledgment and consent for the City to impose a voluntary special assessment and record a C-PACE Lien Certificate against the Borrower's Eligible Property; and a summary of the terms of the C-PACE Loan.

"C-PACE Memorandum" means a Memorandum of C-PACE Assessment Lien, which shall (i) be executed by Borrower, Capital Provider, and the City, (ii) include the Amortization Schedule, and (iii) be recorded in the Clerk's Office against the Property at closing to evidence the C-PACE voluntary special assessment lien and to secure the repayment of the C-PACE financing to the Capital Provider.

"Capital Provider" means the private lending institution that originates a C-PACE loan, or its successors or assigns in interest; or, if City Council appropriates funds for this purpose and if applicable, the City. The Capital Provider is the source of funding for, or the current holder of, C-PACE loans.

"Project Costs" as applied to "Eligible Improvements" shall include the cost of all (a) labor, (b) materials, machinery and equipment, (c) architectural, engineering, consulting (such as energy audits and assessments, feasibility studies and reports, and financial projections), financial and legal services, (d) plans, specifications and studies, (e) physical and building condition surveys, (f) commissioning expenses, (g) project management, (h) energy savings or performance guaranty or insurance, (i) post-installation evaluation, measurement and verification, and building accreditation, (j) permitting fees,

due diligence, financing, and closing costs for the C-PACE Loan, including administrative and Capital Provider fees that are directly attributable to an Eligible Improvement, and (l) reserves for construction period interest.

"Program" means the Commercial Property Assessed Clean Energy Financing Program created by this article.

"Program Administrator" means (i) an independent third party whose services are procured by the City, or (ii) the City Manager or his or her designee.

"Program Guidelines" means those procedures, rules, disclosures, and restrictions promulgated, imposed and enforced by the Program Administrator for the administration of the Program.

"Project" means the development of Qualifying Improvements on an Eligible Property.

"Property" means an Eligible Property as defined in Section 107-4 located within the City of Petersburg, for which a program loan is applied for or received.

Sec. 107-3. Eligible improvements.

The Cost of the following types of Eligible Improvements to existing buildings and structures, or new construction, on Eligible Property, may be financed through C-PACE.

1. Renewable energy production and distribution facilities, including but not limited to, solar photovoltaic, solar thermal, geothermal, wind, fuel cells, biomass systems, biogas or methane recovery systems.

2. Energy usage efficiency systems reasonably expected to reduce the energy usage of the Eligible Property, including but not limited to, high efficiency lighting and building systems, heating, ventilation and air conditioning (HVAC) upgrades, air duct sealing, high efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, cogeneration systems, building shell or envelope improvements, reflective roof, cool roof or green roof systems, weather-stripping, fenestration and door improvements and modifications, insulation (both in walls, roofs, floors and foundations and in HVAC systems' radiant barriers), building energy management systems, process equipment upgrades, and other forms of conservation; provided, that for Eligible Improvements that are part of a new building

or structure, such Eligible Improvements shall exceed the minimum energy efficiency requirements of then-applicable law, ordinance, regulation or code.

3. Water usage efficiency improvements, such as recovery, purification, recycling and other forms of water conservation. For new construction, these improvements qualify for C-PACE financing only if they exceed the minimum water usage efficiency requirements of then-applicable law, ordinance, regulation, or code.

4. Resiliency and stormwater management improvements. Resiliency improvements may include mitigation of flooding or the impacts of flooding or stormwater management improvements with a preference for natural or nature-based features and living shorelines as defined in § 28.2-104.1;

5. Construction, renovation or retrofitting of Eligible Property directly related to the accomplishment of any purpose listed in clauses 1, 2, 3, or 4 above, whether such Eligible Improvement was erected or installed in or on a building or on the ground, it being the express intention of the City to allow Eligible Improvements that constitute, or are part of, the construction of a new structure or building to be financed with a C-PACE Loan.

6. Any other category of improvement approved by the City Manager as qualifying for financing under C-PACE, with the concurring written opinion of either the City Attorney or other legal counsel engaged to serve as counsel for C-PACE that such improvement is authorized by or consistent with the Commonwealth's authorizing legislation for C-PACE programs.

7. The Sample List of Eligible Improvements published by the Mid-Atlantic PACE Alliance dated June 2018 is non-exhaustive and may be used as a guide in determining which proposed improvements qualify for C-PACE funding.

Sec. 107-4. Eligible Properties.

Eligible Properties include all assessable real estate located within the City of Petersburg, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the City, other than (a) any condominium project as defined in Code of Virginia §55-79.2, or (b) any residential property containing four or fewer dwelling units. Eligible Properties shall be eligible to participate in C-PACE.

Sec. 107-5. Program arrangements.

A. The Capital Providers for C-PACE may be private lending institutions. Public funds may be the source of C-PACE funding to the extent appropriated for that purpose by City Council.

B. The time period during which Borrowers shall repay the C-PACE loan shall not exceed the weighted average useful life of the Eligible Improvements or 30 years, whichever is less.

   C-PACE Loans will be repaid by the Borrower through Loan Payments made in the amounts and at such times as set forth in the Loan Documents and Program Guide. Loan Documents shall be defined as and include: project application, borrower's certificate, financing agreement The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other Loan Documents, for the servicing of the C-PACE Loans and the collection of Loan Payments. In the alternative, C-PACE Loans may be serviced by the Program Administrator. For Loans serviced by the Program Administrator, the Borrower shall remit all Loan Payments to the CityThe City shall remit Loan Payments it receives from Borrowers to the Capital Provider within thirty (30) days of receipt.

C. C-PACE loan payments shall be combined with the City's real property tax billing and collection, and payable into the treasury of the City. The ~~or~~ Collector of Taxes shall apply any loan payment first to the City's real estate taxes, penalties, and interest which are due and payable on the date of receipt of the payment, and second, upon having paid all real estate taxes due, to the C-PACE voluntary special assessment in accordance with the C-PACE loan documents. Borrower shall notify the Capital Provider and the Collector of Taxes if any C-PACE loan payment is a prepayment, at the time the payment is made.

D. The interest rate of a C-PACE loan shall be determined by mutual agreement of the Borrower and the Capital Provider.

E. All of the costs incidental to the financing, administration, and collection of the C-PACE loan shall be borne by the Borrower. C-PACE is intended to be self-financed through fees that are designed to cover the costs to design and administer the program, including the compensation of any third-party administrator. The City Manager shall collect a non-refundable program application fee from the Borrower upon receipt of a Final Application for C-PACE financing with the remainder of the application fee due at closing. There may be a semi-annual fee to service the C-PACE Loans if required by the Program Administrator.

F. The minimum amount of any single C-PACE loan shall be $50,000. The maximum amount of any single C-PACE loan shall be $5 million.

G. If the City or other public body is originating a C-PACE loan, the maximum aggregate dollar amount that may abe finance through C-PACE is $15 million. In the event that applications that have been originated from the City or other public body for C-PACE financing appears likely to exceed the maximum aggregate dollar mount, priority shall be given to the applicants on a first-come, first-served basis.

H. The Program Administrator is authorized and directed to prepare Program Guidelines for C-PACE loans The Program Guidelines shall include, without limitation:

   a. disclosures about C-PACE fees, costs, and Program processes;

   b. eligibility requirements for participation in the Program by Capital Providers, contractors and other PACE stakeholders;

   c. eligibility requirements for Borrowers and C-PACE improvements and projects; and

I. Additional requirements.

1. Every Borrower, on behalf of itself and any affiliated entities whether in existence at the time of the C-PACE application or created thereafter and any of its individual shareholders, principals, managers or other associated individuals, shall (a) waive the right to bid, either directly or indirectly, on the property at any auction held in the course of foreclosure for delinquent real estate taxes or the C-PACE voluntary special assessment, and (b) waive the right to occupy, possess, or use, either directly or indirectly, any Eligible Property for a period of five years after the date of the foreclosure auction.

2. Every Borrower shall:
    a. Waive all defenses, affirmative or otherwise, to the foreclosure action related to any collection suit brought for the nonpayment of any C-PACE obligation. This waiver shall apply to any litigation action initiated under the laws of the Commonwealth of Virginia or any administrative collection action as afforded the City of Petersburg Collector of Taxes or their duly appointed collection agent;

    b. Waive all defenses to the imposition of personal liability for corporate officers as permitted under Virginia Code §58.1-3965(F) and the collection thereof as stated in subparagraph (a) above;

    c. Agree to provide a confession of judgment pursuant to Virginia Code §8.01-432, *et seq.*, if requested by the City or the Capital Provider to accompany any note related to the financing for any Qualifying Project.

    d. These waiver provisions shall be a burden that runs with the land intended to bind successors or assigns in title while any C-PACE obligation remains outstanding.

Sec. 107-6. City Manager authorization; loan agreements.

A. A draft contract specifying the terms and conditions of C-PACE Program Agreements is adopted as an appendix to this Chapter. Each C-PACE Program Agreement shall be in substantially the form established by the draft contract, with such additions, deletions or alterations as permitted by this article.

B. The City Manager is authorized to enter into C-PACE Program Agreements on behalf of the City. The City Manager may procure Program administration services if needed, to the extent that funds for this purpose are appropriated.

C. The parties to any C-PACE Program Agreement shall be the Borrower, the Capital Provider, and the City.

D. The City Manager may not execute any C-PACE Program Agreement unless the conditions for the priority status of the voluntary special assessment lien are met, in addition to the underwriting requirements.

E. The C-PACE loan documents shall include provisions for the amendment of the C-PACE loan agreement. No Capital Provider or Borrower may amend any C-PACE loan agreement without consent of the City, as evidenced by the signature of the City Manager, which shall not be unreasonably withheld, conditioned or delayed.

Sec. 107-7. Voluntary special assessment lien.

A. A C-PACE loan shall be secured by a voluntary special assessment lien in the amount of the initial C-PACE loan amount, plus all interest, penalties, fees, costs and other amounts accrued or accruing thereon in accordance with the C-PACE loan documents against the property where the Eligible Improvements are being installed, the existence, terms and conditions of which shall be evidenced by the recordation of C-PACE Lien Certificate in the Clerk's Office of the Circuit Court of the City of Petersburg. The Capital Provider shall record the Certificate at closing. The Program Administrator or Capital Provider shall inform the Commissioner of Revenue of any changes to the anticipated yearly assessment, and the Collector of Taxes of any changes to the amortization schedule, on or before July 1st of each year for which C-PACE loan payments are due.

B. The voluntary special assessment lien shall have the same priority status as a property tax lien against real property so long as (1) a written subordination agreement, in a form and substance acceptable to each prior lien holder in its sole and exclusive discretion, is executed by the holder of each mortgage or deed of trust lien on the property and recorded with the special assessment lien, ~~and (2) a Borrower Certificate is submitted to the City prior to recording the C-PACE Memorandum~~.

C. The voluntary special assessment lien, and the C-PACE Lien Certificate, shall not be amended without the City's consent, except as provided in the C-PACE loan documents, including, without limitation Capital Provider's transfer, assignment, or sale as provided in this section. The City's consent shall not be unreasonably withheld, conditioned or delayed. C-PACE loans may be transferred, assigned or sold by a Capital Provider at any time during the loan term without consent from Borrower or the City or any other party; provided that Capital Provider shall (i) record a C-PACE Assignment in the Clerk's Office, and (ii) deliver a copy of the recorded C-PACE Assignment to the Commissioner of Revenue, Collector of Taxes, and program administrator if applicable. The Collector of Taxes shall not be obligated to remit C-PACE payments to a new Capital Provider unless a recorded copy of the C-PACE

Assignment has been provided to the-Collector of Taxes at least thirty days before the next installment payment due date. Recordation of the C-PACE Assignment shall constitute an assumption by the new Capital Provider of the C-PACE rights and obligations contained in the C-PACE loan documents.

D. The voluntary special assessment lien shall run with the land. That portion of the assessment that has not yet become due shall not be eliminated by foreclosure of a property tax lien.

E. The voluntary special assessment shall be payable in installments over a period of years, due at the same time as real property taxes. C-PACE loans shall not constitute a pledge of the faith and credit of the City.

F. Delinquent payments shall be subject to all fees and collection methods permitted under the laws of the Commonwealth of Virginia for the collection of delinquent taxes.

G. The -Collector of Taxes shall enforce the voluntary special assessment lien in the same manner that a property tax lien against real property is enforced. The- Collector of Taxes shall be entitled to recover costs and expenses, including attorneys' fees, in a suit to collect a delinquent installment of an assessment in the same manner as in a suit to collect delinquent property taxes, including utilizing any administrative remedies provided by Virginia law. The costs and expenses recovered by the-Collector of Taxes shall be in addition to any costs, expenses, interest, or other amounts due and owing to the Capital Provider in accordance with the C-PACE loan documents. For the purposes of enforcement of the voluntary special assessment lien herein, any Eligible Property which has an outstanding voluntary special assessment imposed pursuant to this Article shall be enforceable after June 30th following the first anniversary of either the real estate tax or the special assessment having become due under the authority of Virginia Code §58.1-3965.1.

Sec. 107-8. Role of the City; limitation of liability.

Borrowers and Capital Providers participate in C-PACE at their own risk. The City makes no representation or warranty as to the validity, enforceability, priority, or any other character of any C-PACE loan agreement or voluntary special assessment lien and Borrowers and Capital Providers agree to release and hold the City of Petersburg harmless from and against any and all liabilities, claims, suits, liens, judgments , damages, losses and expenses, including without limitation,

reasonable legal fees and costs arising in whole or in part from acts, omissions, breach or default of Borrowers or Capital Providers in relation to or under the performance of any C-PACE loan agreement.

APPENDIX

C-PACE ASSESSMENT AND FINANCING AGREEMENT

by and among

_____,
as Borrower

and

[CAPITAL PROVIDER NAME] (together with its successors, assigns and/or designees),
as Capital Provider

and

[CITY/COUNTY] OF _____,
as **[CITY/COUNTY]**

Dated as of_____, 20___

C-PACE ASSESSMENT AND FINANCING AGREEMENT

THIS C-PACE ASSESSMENT AND FINANCING AGREEMENT (this "**Agreement**") is made as of [_____, 20_] ("**Effective Date**") between **[BORROWER NAME]**, a_____organized under the laws of the [Commonwealth of Virginia] ***[IF FOREIGN ENTITY ADD:*** and authorized to do business in the Commonwealth of Virginia] (together with its successors and/or assigns, "**Borrower**"), **[CAPITAL PROVIDER NAME]**, a _____organized under the laws of the [Commonwealth of Virginia] ***[IF FOREIGN ENTITY ADD:*** and authorized to do business in the Commonwealth of Virginia] (together with its successors and/or assigns, "**Capital Provider**"), and the [City/County] of _____, Virginia ("**[City/County]**"). Borrower, Capital Provider and the [City/County] are referred to herein individually as a "**Party**" and collectively as the "**Parties**." Any and all capitalized terms used in this Agreement, which are not specifically defined herein, shall have the meanings set forth in **Section 1.01** below.

RECITALS

A. Pursuant to the C-PACE Act and the Ordinance, the [City/County] established the [City/County] C-PACE program to facilitate financing for the initial acquisition and installation of Eligible Improvements with willing owners of Eligible Property ("**Program**"). The Program allows private financing for Eligible Improvements by utilizing the local C-PACE assessment and collection mechanism to provide security for repayment of C-PACE financing in accordancewith the C-PACE Act, the Ordinance, the Program Guidelines and the C-PACE Documents.

B. Borrower is the legal and beneficial fee simple title owner/[leasehold] of that certain real property, together with all improvements thereon and appurtenances thereto (including without limitation the Improvements), located in _, Virginia and havingan address of____, as more particularly described in **Exhibit A** attached hereto and incorporated herein ("**Property**").[1]

C. Borrower has applied to the Program to obtain C-PACE Financing from Capital Provider for the Improvements, which C-PACE Financing is further evidenced and secured by, among other things, the C-PACE Lien.

D. In accordance with the Program's energy efficiency eligibility requirements, Borrower has contracted to [renovate or retrofit the Property and/or construct a new building and/or improvements on the Property to reduce energy and/or water consumption and/or install renewable energy systems on the Property]. The C-PACE improvements to be constructed on the Property (1) are generally described in the Financing Schedule and more particularly described in the Construction Contract, (2) meet the requirements of the C-PACE Act and the Ordinance, and

---

[1] *Note to Drafter: If Borrower has a leasehold interest in a long-term lease, this Agreement will need to be revised to include the fee simple owner as a party and to incorporate certain other provisions related to the leasehold structure as may be required by Capital Provider and the [City/County]. Additionally, if the transaction structure involves a PACE-secured Power Purchase Agreement, this Agreement will need to be revised to include relevant provisions required by Capital Provider and the [City/County].*

(3) shall be permanently affixed to the Property and installed in accordance with the Program Guidelines ("**Improvements**").

E. Borrower (1) has completed the Program application requirements, including without limitation, obtaining a Lender Consent from each Senior Lender, and (2) has agreed to the recordation of the C-PACE Lien against the Property in the amount of the C-PACE Financing.

F. Capital Provider has agreed to provide the C-PACE Financing for the Improvements on the condition of Borrower's agreement to repay the C-PACE Financing and subject to the terms and conditions contained in the C-PACE Documents, including without limitation, Borrower's execution and delivery of the C-PACE Note to Capital Provider.

G. The [City/County] has agreed to levy, assess, collect and enforce the C-PACE Lien in the same manner as the [City/County] levies, assesses, collects and enforces Real Estate Taxes on the Property, subject to the terms and conditions contained in the C-PACE Documents.

H. Borrower shall repay the C-PACE Financing in accordance with the C-PACE Documents, and the [City/County] will use the C-PACE Payments to make payments to Capital Provider and the [City/County] as provided in the Amortization Schedule and the Ordinance.

I. The Parties have determined that the most efficient and effective way to implement the financing, acquisition, construction and installation of the Improvements and to further the public purposes contained in the C-PACE Act and Ordinance is through this Agreement, pursuant to the C-PACE Act and Ordinance and on the terms contained in the C-PACE Documents, with (i) Capital Provider funding the C-PACE Financing; (ii) Borrower acquiring, constructing, and installing the Improvements and timely making the C-PACE Payments to fully repay the C-PACE Financing to Capital Provider; and (iii) the [City/County] levying, collecting and enforcing the C-PACE Lien, including remitting all C-PACE Payments actually received by Borrower to Capital Provider.

J. Borrower, Capital Provider and the [City/County] desire to set forth their respective rights and obligations relating to the C-PACE Financing in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

INTERPRETATION

Section 1.01. ***Definitions.*** Any and all capitalized terms used in this Agreement, which are not specifically defined, shall have the meanings set forth below.

(a) "**Agreement**" is defined in the Preamble, and all references to the Agreement herein include all exhibits and schedules attached hereto.

(b) "**Amortization Schedule**" means that certain amortization schedule of C-PACE Payments necessary to repay the C-PACE Financing, which is attached to this Agreement, the C-PACE Note and the C-PACE Memorandum. The initial Amortization Schedule shall be established on the Closing Date and may be updated periodically in accordance with this Agreement.

(c) "**Assignment and Assumption Agreement**" is defined in **Section 4.14**.

(d) "**Borrower**" means [_____] and includes any and all successors in title to Borrower.

(e) "**Borrower Certificate**" means a notarized certificate from Borrower, certifying that (i) Borrower is (A) current on all loan payments secured by a lien on the Property, (B) current on Real Estate Tax and personal property tax payments, (C) current on all federal, state and local taxes and that there is no federal income tax lien, judgment lien, or other involuntary lien against the Property, and (D) not insolvent or in bankruptcy or foreclosure proceedings, and (ii) the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to Capital Provider.

(f) "**Budget**" means the detailed budget of all costs necessary to purchase, install, and/or construct the Improvements in accordance with the Plans.

(g) "**Business Day**" means any day on which Capital Provider and City/County are open for business, other than a Saturday, Sunday, federal holiday or state holiday in Virginia.

(h) "**Capital Provider**" is defined in the Preamble.

(i) "**Capitalized Interest**" means the interest that accrues on the C-PACE Financing (at the Interest Rate) from the Closing Date to the Repayment Start Date, which shall be capitalized into the C-PACE Financing amount, as reflected on the Amortization Schedule.

(j) "**[City/County]**" means the [City/County] of [*Insert Locality Name*], Virginia, and its [City/County] , collector of taxes, finance director, assessor, commissioner of revenue or other [City/County] officials responsible for levying, assessing, collecting and/or enforcing taxes (including Real Estate Tax) for the [City/County].

(k) "**Clerk's Office**" means the Clerk's Office of the Circuit Court of [City/County].

(l) "**Closing**" means the closing of the transactions contemplated by this Agreement, which shall take place on the Closing Date.

(m) "**Closing Conditions**" is defined in **Section 2.04**.

(n) "**Closing Date**" means the Effective Date.

(o) "**Code**" means the Code of Virginia of 1950, as amended to date and as it may hereafter be amended.

(p) "**Completion Certificate**" means a certificate of completion executed by Borrower and Contractor in substantially the form attached hereto and incorporated herein as **Exhibit C**, as may be modified by Capital Provider in its reasonable discretion.

(q) "**Completion Date**" means the date on which all of the following events have occurred: (i) construction of the Improvements has been completed in accordance with the Plans, in a lien-free condition, except for the Permitted Liens and any other liens that Borrower is appealing or contesting by appropriate legal or other proceeding (which shall be promptly initiated and conducted by Borrower in good faith and with due diligence); (ii) Borrower has delivered a fully-executed Final Lien Waiver and a fully-executed Completion Certificate to Capital Provider; (iii) Borrower has delivered a temporary or final certificate of occupancy to Capital Provider, if required for the Improvements; (iv) all required approvals, reports and information required to be submitted to Capital Provider and/or the [City/County] have been submitted and approved, and (v) all other requirements of the C-PACE Documents have been satisfied. The Completion Date is estimated to occur on or before [_____, 20]. Notwithstanding anything to the contrary contained in this Agreement, the Completion Date shall occur no later than [_____, 20], unless otherwise approved by Capital Provider, in its reasonable discretion.

(r) "**Construction Contract**" means that certain fully-executed construction contract dated [_____, 20] between Borrower and Contractor.

(s) "**Construction Period**" means the period of time beginning on the Closing Date and ending on the Completion Date, which is estimated to be [_____( )] months after the Closing Date.

(t) "**Contractor**" means **[NAME OF GENERAL CONTRACTOR]**, a general contractor that is licensed, bonded and insured in Virginia and has been approved by Capital Provider. If Contractor is changed, Borrower shall obtain prior written consent from Capital Provider approving the replacement contractor.

(u) "**C-PACE**" means Commercial Property Assessed Clean Energy.

(v) "**C-PACE Act**" means Virginia's clean energy financing law, codified at Section 15.2-958.3 of the Code.

(w) "**C-PACE Advance**" means an advance of the C-PACE Financing proceeds made by Capital Provider to Borrower during the Construction Period in accordance with the terms and conditions of this Agreement.

(x) "**C-PACE Advance Schedule**" means that certain schedule of C-PACE Advances, which is attached hereto and incorporated herein as **Schedule II**.

(y) "**C-PACE Amendment**" means a written amendment executed by Borrower, Capital Provider and [City/County], which shall be recorded in the Clerk's Office

against the Property to evidence each amendment to the C-PACE Financing and the C-PACE Lien, a form of which C-PACE Amendment is attached hereto and incorporated herein as **Exhibit D**.

(z) "**C-PACE Assignment**" means a written assignment executed by Capital Provider from time to time without consent from Borrower or [City/County], which shall be recorded in the Clerk's Office against the Property to evidence Capital Provider's assignment of the C-PACE Financing and C-PACE Lien, a form of which C-PACE Assignment is attached hereto and incorporated herein as **Exhibit E**.

(aa) "**C-PACE Documents**" means this Agreement, the C-PACE Note, C- PACE Memorandum, Disbursement Memorandum, C-PACE Amendment (if any), C-PACE Assignment (if any), completion guaranty (if any), UCC-1 Financing Statement(s) (if any), ***[INSERT OTHER APPLICABLE DOCUMENTS]***, and any other document executed in connection with the transactions contemplated by this Agreement.

(bb) "**C-PACE Financing**" means that certain C-PACE loan in the aggregate amount of [_____and_/100 Dollars ($_._)] made under the Program by Capital Provider to Borrower to finance the Improvements on the Property in accordance with the C-PACE Act, the Ordinance and the C-PACE Documents, which (i) includes principal, interest, Capitalized Interest, fees (including Program Fees), and transaction expenses (including costs of appraisals, environmental reports, title reports, transfer and/or recording fees and taxes), and (ii) shall be paid back with interest (at the Interest Rate) over the Term in accordance with the C-PACE Documents. During the Term, the C-PACE Financing amount may be modified by Capital Provider to reflect accrued interest, Default Interest, late fees, penalties, payments, prepayments and other adjustments that are contemplated by the C-PACE Documents.

(cc) "**C-PACE Lien**" means the voluntary, irrevocable, special assessment lien levied against the Property pursuant to the C-PACE Act, at Borrower's request, to evidence and secure the C-PACE Financing, which (i) is of equal priority with the [City/County] Real Estate Tax lien; (ii) as to the current C-PACE Payment that is due and any Delinquent C-PACE Payments, is senior to (A) all other special assessment liens, and (B) all previously recorded senior liens, provided a Lender Consent is recorded for each senior lien; (iii) shall run with title to the Property and shall not be extinguished by a foreclosure; and (iv) is evidenced by the C-PACE Memorandum, as such C-PACE Lien may be amended and assigned from time to time in accordance with the C-PACE Documents.

(dd) "**C-PACE Lien Certificate**" means that certain Certificate of C-PACE Assessment Lien, which shall (i) be executed by Borrower, Capital Provider, and the [City/County], (ii) include the Amortization Schedule, and (iii) be recorded in the Clerk's Office against the Property at Closing to evidence the C-PACE Lien and to secure the repayment of the C-PACE Financing to Capital Provider, a form of which C-PACE Lien Certificate is attached hereto and incorporated herein as **Exhibit B**.

(ee) "**C-PACE Note**" means a promissory note evidencing Borrower's obligation to repay the C-PACE Financing, executed by Borrower and made payable to Capital Provider in the original principal amount of the C-PACE Financing, a form of which is attached

hereto and incorporated herein as **Exhibit G**, and shall include without limitation, any and all modifications, restructurings, extensions, consolidations, amendments and/or assignments thereof.

(ff) "**C-PACE Payments**" means the periodic, installment payments of the C-PACE Financing, due and payable by Borrower to the Capital Provider or in the alternative to the [City/County] to repay the C-PACE Financing in such amounts and at such times as set forth on the Amortization Schedule (as may be amended from time to time in accordance with the C-PACE Documents).

(gg) "**Default Interest**" means the interest that accrues at the Default Rate if Borrower defaults under the C-PACE Documents or an Event of Default occurs. Computations of Default Interest shall be based on a year of 360-days but shall be calculated for the actual number of days in the period for which Default Interest is charged.

(hh) "**Default Rate**" means the lower of [_____percent (_%)] per annum or the highest annual interest rate allowed by applicable law.

(ii) "**Delinquency**" is defined in **Section 5.01**.

(jj) "**Delinquent C-PACE Payment**" means any C-PACE Payment that was not paid by Borrower when due, which shall include without limitation, all interest, late fees, penalties and costs of collection incurred pursuant to the C-PACE Documents.

(kk) "**Disbursement Conditions**" is defined in **Section 2.05**.

(ll) "**Disbursement Memorandum**" means that certain memorandum containing the Closing disbursements and wiring instructions for the transactions contemplated by this Agreement, which shall be executed by Borrower, Capital Provider, and the [City/County], a form of which is attached hereto and incorporated herein as **Exhibit L**.

(mm) "**DMME**" means the Virginia Department of Mines, Minerals and Energy.

(nn) "**DMME Guidelines**" means the Uniform Statewide Financial Underwriting Guidelines for C-PACE Financings, issued on December 1, 2015, by the PACE Stakeholder Committee organized by DMME.

(oo) "**Effective Date**" is defined in the Preamble.

(pp) "**Eligible Improvement**" means any improvement, renovation, addition, construction, installation, modification of or to, an Eligible Property or a building located on an Eligible Property, if designed to (i) facilitate renewable energy production and distribution, (ii) reduce energy consumption, or (iii) reduce water consumption, which Eligible Improvements include without limitation, the types of Eligible Improvements listed in the Ordinance and may include new construction or renovations to existing improvements or structures.

(qq) "**Eligible Property**" means all assessable real estate located within the [City/County], with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject

to taxation by the [City/County], other than (a) any condominium project as defined in §55-79.2 of the Code, or (b) any residential property containing four (4) or fewer dwelling units.

(rr) "**Environmental Claim**" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or legally binding directive, by any Governmental Authority or any other Person, arising (i) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (ii) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (iii) in connection with any actual or alleged damage, injury, threat or harm to health and safety of any Person or to natural resources or the environment.

(ss) "**Environmental Laws**" means any and all federal or state (or any subdivision of either of them) statutes, ordinances, directives, orders, rules, regulations, judgments, governmental authorizations, or any other requirements of Governmental Authorities relating to (i) environmental matters, including those relating to any Hazardous Materials Activity; (ii) the generation, use, storage, transportation or disposal of Hazardous Materials; or (iii) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health or welfare, in any manner applicable to Borrower or the Property.

(tt) "**Event of Default**" has the meaning given such term in **Section 5.01**.

(uu) "**Exclusivity Covenants**" means the covenants and undertakings of Borrower and its affiliates, for the benefit of Capital Provider, whereby Borrower shall not (i) solicit, initiate or encourage submission of proposals or offers from any third person, relating to any acquisition or purchase of the C-PACE Financing, or (b) participate in any discussions or negotiations regarding, or furnish any information or otherwise cooperate in any way with, facilitate or encourage any effort or attempt by any person to purchase the C-PACE Financing.

(vv) "**Failure to Complete Fee**" is defined in **Section 2.11**.

(ww) "**Final Conditions**" is defined in **Section 2.06**.

(xx) "**Final Lien Waiver**" means a final lien waiver and release approved by Capital Provider in its reasonable discretion and executed by Contractor, which shall be in substantially the form attached hereto as **Exhibit I**.

(yy) "**Financing Schedule**" means that certain C-PACE Financing Schedule attached hereto and incorporated herein as **Schedule I**.

(zz) "**Financing Term**" means a period of [_____(_)] years, beginning on the Repayment Start Date and ending on the date on which the C-PACE Financing and any other amounts owed pursuant to the C-PACE Documents have been repaid in full in accordance with the C-PACE Documents and the Amortization Schedule (as may be amended from time to time).

(aaa) "**Governmental Authority**" means any federal, state, municipal, county, national or other government, governmental department, commission, board, bureau, court, agency, instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining

to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

(bbb) "**Hazardous Materials**" means any chemical, material or substance, exposure to which is prohibited, limited or otherwise regulated pursuant to any Environmental Law.

(ccc) "**Hazardous Materials Activity**" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Materials, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Materials, and any corrective action or response action with respect to any of the foregoing.

(ddd) "**Improvements**" is defined in **Recital D** of this Agreement.

(eee) "**Indemnified Party**" is defined in **Section 4.10**.

(fff) "**Interest Rate**" means the annual interest rate under the C-PACE Financing, as determined by Capital Provider, which equals [_____percent (_%)].

(ggg) "**Lender Consent**" means, for each Senior Lender, an executed, written consent and subordination agreement (in substantially the form attached hereto and incorporated herein as **Exhibit F**), which shall be recorded in the Clerk's Office at Closing to evidence Senior Lender's consent to the C-PACE Financing and to subordinate Senior Lender's lien on the Property to the C-PACE Payments (as and when each C-PACE Payment becomes due and payable) during the Term.

(hhh) "**Lien Waiver**" means a lien waiver and release (other than a Final Lien Waiver) approved by Capital Provider in its reasonable discretion and executed by Contractor and Borrower, certifying to Capital Provider that all materials furnished and work performed under the Construction Contract to date have been fully paid (except for any retainage allowed by the Construction Contract and any outstanding change requests) and confirming that there will be no mechanics' liens or claims therefor by Contractor or any subcontractors with respect to the amounts covered in the Lien Waiver, which Lien Waiver shall be in substantially the form attached hereto as **Exhibit H**.

(iii) "**Material Adverse Effect**" means a material adverse effect on and/or material adverse developments with respect to (i) the business, operations, properties, assets or condition (financial or otherwise) of Borrower; (ii) the ability of Borrower to fully and timely perform its obligations pursuant to this Agreement; (iii) the legality, validity, binding effect or enforceability against Borrower of the C-PACE Documents; (iv) the rights, remedies and benefits available to, or conferred upon, Capital Provider under this Agreement or any related agreements; or (v) the construction, development, operation, leasing, use or value of the Improvements.

(jjj) "**Ordinance**" means the "**[*Insert Locality Name*]** Commercial Property Assessed Clean Energy (C-PACE) Ordinance," adopted on [_____, 20_], in accordance with the C-PACE Act, which establishes the Program.

(kkk) "**PACE**" means Property Assessed Clean Energy.

(lll) "**PACE Confirmation**" is defined in **Section 2.08**.

(mmm)"**Party**" and "**Parties**" are defined in the Preamble.

(nnn) "**Permitted Liens**" means any of the following affecting Borrower or the Property: (i) the Permitted Title Exceptions; (ii) any lien, encumbrance or restriction permitted under any Senior Lender agreement evidencing or securing the debt obligations of Borrower to Senior Lender in connection with the Property; (iii) the C-PACE Lien as evidenced by the recorded C-PACE Memorandum; (iv) any other liens or encumbrances as Capital Provider may approve in writing from time to time; and (v) any subleases, concessions, occupancy agreements, use agreements and licenses in the ordinary course of business for the operation of the business on the Property, as approved by Capital Provider in its reasonable discretion.

(ooo) "**Permitted Title Exceptions**" means the title exceptions set forth on **Exhibit K** attached hereto and incorporated herein.

(ppp) "**Plans**" is defined in **Section 3.05**.

(qqq) "**Program**" is defined in **Recital A** of this Agreement.

(rrr) "**Program Administrator**" means (i) an independent third party (authorized by written contract with the [City/County]), or (ii) a designated [City/County] official, which, in either case, possesses the authority to administer the Program as provided by the Code, the Ordinance and the Program Guidelines.

(sss) "**Program Fee**" means the [City/County] fee for managing the Program (including levying the C-PACE Lien and collecting and disbursing the C-PACE Payments), which Program Fee shall be due and payable to the [City/County] in in accordance with this Agreement.

(ttt) "**Program Guidelines**" means those procedures, rules, disclosures, and restrictions promulgated, imposed and enforced by Program Administrator for the governance of the Program.

(uuu) "**Property**" is defined in **Recital B** of this Agreement.

(vvv) "**Real Estate Tax**" means the local tax on real estate which the [City/County] levies pursuant to Title 58.1, Chapter 32 of the Code.

(www) "**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

(xxx) "**Repayment Date**" means the due date for each of Borrower's C-PACE Payments during the Financing Term, which is the date that Real Estate Taxes are due to the [City/County] (i.e., [May 15 (for the period from January 1 through June 30) and November 15 (for the period from July 1 through December 31)]), as provided in the Amortization Schedule.

(yyy) "**Repayment Start Date**" means the first Repayment Date that occurs after the Completion Date.

(zzz) "**Senior Lender**" means each lender entitled to the benefits of a security interest in the Property, whether evidenced by an existing security instrument recorded in the Clerk's Office against the Property, or a security instrument to be recorded in connection with the Closing.

(aaaa) "**Term**" is defined in **Section 2.01**.

(bbbb) "**Virginia**" means the Commonwealth of Virginia.

Section 1.02 ***Conventions.*** Unless otherwise expressly provided in this Agreement:

(a) references to Persons include their successors and permitted assigns, and whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter, and singular or plural, forms;

(b) the terms "include," "includes" or "including" shall be deemed to be followed by the phrase "without limitation;" and,

(c) references to the Recitals, Articles, Sections, Exhibits and Schedules mean the recitals, articles, sections, exhibits and schedules referenced in or attached to this Agreement, respectively.

ARTICLE II

C-PACE FINANCING

Section 2.01. C-PACE Financing of Improvements; Term; Interest. Capital Provider will provide the C-PACE Financing to Borrower for the construction of the Improvements, and Borrower hereby agrees to (a) use the proceeds of the C-PACE Financing solely to construct the Improvements and pay the allowable fees and costs required to be paid in connection therewith, and (b) cause the C-PACE Financing to be repaid on the terms and conditions contained in the C-PACE Documents. The C-PACE Financing will be provided for a term commencing on the Closing Date and ending on the expiration of the Financing Term ("**Term**"), unless the C-PACE Financing is prepaid (if permitted) in accordance with this Agreement. During the Term, interest shall accrue on the unpaid principal balance of the C-PACE Financing at the Interest Rate. The Interest Rate is not necessarily the lowest rate charged by Capital Provider. The C-PACE Financing will be fully amortized over the Term as shown on the Amortization Schedule.

Section 2.02. Absolute Obligation; Evidence of Indebtedness. This Agreement is an "evidence of indebtedness" for all purposes, it being the express intent of the Parties that this

Agreement contains all of the loan and repayment terms and the provisions imposing the C-PACE Lien against the Property for the benefit of Capital Provider. The debt evidenced by the C-PACE Financing is a commercial (and not a consumer) loan for the specific purpose of financing the Improvements on the terms and conditions as set forth herein. Borrower hereby promises and agrees to repay the C-PACE Financing, as such amount may be increased during the Term to include applicable interest, Default Interest, fees and/or C-PACE expenses, in accordance with the provisions of the C-PACE Act, the Ordinance, the C-PACE Documents and other applicable law.

Section 2.03. Security/Collateral for C-PACE Financing. To secure the C-PACE Financing, Borrower hereby grants to Capital Provider the C-PACE Lien. Borrower and the [City/County] hereby consent to the C-PACE Lien being recorded against the Property for the benefit of Capital Provider to evidence and secure the C-PACE Financing. Borrower and [City/County] acknowledge and agree to the imposition of the C-PACE Lien on the Property as a priority lien (equal in priority with Real Estate Taxes) to secure the C-PACE Financing, enforceable against the Property as provided in the C-PACE Act, the Ordinance and the C-PACE Documents.

Section 2.04. Funding; Conditions Precedent to Closing. On the Closing Date, Capital Provider shall disburse the C-PACE Financing (net of Capitalized Interest, which shall be retained by Capital Provider) in accordance with the Disbursement Memorandum, subject to the Closing Conditions. The remaining C-PACE Financing amount (after all disbursements have been made in accordance with the Disbursement Memorandum) will be deposited into an account to be maintained with Capital Provider (or its designee) for the benefit of Borrower, the proceeds of which will be disbursed from time to time in accordance with this Agreement. In connection with Closing and prior to Capital Provider funding the C-PACE Financing, the following conditions precedent to Closing shall be fully satisfied, in Capital Provider's sole and absolute discretion, or waived in writing by Capital Provider ("**Closing Conditions**"):

(a) Borrower shall have provided to Capital Provider fully-executed originals of the C-PACE Documents.

(b) Borrower shall have disclosed all financial liens and/or encumbrances on the Property, and the title report for the Property shall have been updated prior to Closing, confirming that no additional matters of record exist.

(c) The final, fully-executed Construction Contract shall have been approved by Capital Provider.

(d) The current Plans and current Budget shall have been approved by Capital Provider.

(e) Borrower shall have provided to Capital Provider evidence satisfactory to Capital Provider of current insurance policies on the Property as required by this Agreement.

(f) Borrower shall be current on all payments of (i) debt service for indebtedness secured by a lien on the Property, and (ii) Real Estate Taxes and other assessments levied on the Property, and Borrower shall have delivered the executed Borrower's Certificate to Capital Provider and [City/County].

(g) Capital Provider shall have received the fully-executed Memorandum and confirmation that the Memorandum has been recorded in the Clerk's Office.

(h) All Lender Consents shall have been approved by Capital Provider, and Capital Provider shall have received all fully-executed Lender Consents and confirmation that all Lender Consents have been recorded in the Clerk's Office.

(i) Program Administrator has completed its review of the transaction contemplated by this Agreement and has determined that the transaction meets the Program requirements and is in compliance with the Program Guidelines.

(j) Borrower shall have submitted such additional documents as Capital Provider may reasonably require, all in form and substance satisfactory to Capital Provider in its reasonable discretion.

(k) ***[INSERT ADDITIONAL CLOSING CONDITIONS REQUIRED BY CAPITAL PROVIDER].***

Section 2.05. Conditions Precedent to Disbursements. Capital Provider's obligation to make any C-PACE Advances (excluding the final C-PACE Advance, which is addressed in **Section 2.06** below) shall be subject to the complete satisfaction of the following conditions precedent, in Capital Provider's sole and absolute discretion ("**Disbursement Conditions**"):

(a) Borrower's continued satisfaction of all Closing Conditions (other than those that correspond solely to an earlier date).

(b) The final Plans and the final Budget, in each case as then in effect, shall have been approved by Capital Provider.

(c) Upon Capital Provider's request, Borrower shall have provided copies of all existing permits received as of such date and not previously delivered to Capital Provider.

(d) Borrower shall be in compliance in all material respects with the terms and conditions of the C-PACE Documents, and no Event of Default shall have occurred and be continuing in connection with the C-PACE Documents.

(e) No order or notice shall have been given by any Governmental Authority stopping construction or stating that the work or construction is in violation of any law, ordinance, code or regulation that could reasonably be expected to have a Material Adverse Effect, unless such order or notice has been rescinded or stayed, and a copy of such rescission or stay has been delivered to and shall be satisfactory to Capital Provider in its sole discretion.

(f) All C-PACE Advances shall be made in accordance with this Agreement and the C-PACE Advance Schedule, or as otherwise mutually agreed by the Parties.

(g) ***[INSERT ADDITIONAL DISBURSEMENT CONDITIONS REQUIRED BY CAPITAL PROVIDER].***

Section 2.06. Conditions Precedent to Final C-PACE Advance. Capital Provider's obligation to make the final C-PACE Advance shall be subject to the satisfaction of the following conditions precedent, in Capital Provider's sole and absolute discretion ("**Final Conditions**"):

(a) Continued satisfaction of all Closing Conditions and all Disbursement Conditions (in each case, other than those that correspond solely to an earlier date).

(b) Construction of the Improvements has been completed in accordance with the Plans, in a lien-free condition, except for the Permitted Liens and any other liens that Borrower is appealing or contesting by appropriate legal or other proceeding (which shall be promptly initiated and conducted by Borrower in good faith and with due diligence).

(c) Borrower has delivered a fully-executed Final Lien Waiver and a fully-executed Completion Certificate to Capital Provider.

(d) Borrower has delivered a temporary or final certificate of occupancy (as applicable) and all engineer's and architect's certifications (as applicable) to Capital Provider.

(e) All required approvals, reports and information required to be submitted to Capital Provider and/or the [City/County] have been submitted and approved.

(f) All other requirements of the C-PACE Documents have been satisfied.

(g) ***[INSERT ADDITIONAL FINAL CONDITIONS REQUIRED BY CAPITAL PROVIDER].***

Section 2.07. Amount and Frequency of C-PACE Financing Disbursements.

(a) Provided that the Disbursement Conditions (or the Final Conditions in the case of the final C-PACE Advance) have been fully satisfied, each C-PACE Advance will be disbursed by Capital Provider to or at the direction of Borrower within ten (10) days after Capital Provider receives a disbursement request in a form reasonably acceptable to Capital Provider, together with documentation satisfactory to Capital Provider, in its sole discretion, to support the amount and recipients of each C-PACE Advance.

(b) Each disbursement of a C-PACE Advance by Capital Provider shall either reimburse Borrower for construction costs already incurred by Borrower or be disbursed directly to Contractor, subcontractors or other suppliers for construction costs incurred in accordance with the Budget and the C-PACE Advance Schedule. Borrower may apply any savings or under-Budget line item cost in the approved Budget to increase the amount of any other line item in the approved Budget, subject in each instance to Capital Provider's review and approval, which approval shall not be unreasonably withheld.

(c) Each disbursement of a C-PACE Advance by Capital Provider shall be conditioned upon Borrower's compliance with the provisions of the C-PACE Documents and shall be made in accordance with the approved Plans, Budget, and C-PACE Advance Schedule, in each case as then in effect; provided, however, that at all times the undisbursed portion of the C-PACE

Financing shall be sufficient, in Capital Provider's sole discretion, to complete the Improvements (including, without limitation, all non-construction costs associated with the Improvements).

(d) Capital Provider shall have the right to make the final determination, in its sole discretion, as to the amount of each C-PACE Advance. Capital Provider may, in its sole discretion, determine the number and frequency of each C-PACE Advance, which will not exceed one hundred (100%) percent of the cost of the work then completed and in place or contemplated in the Plans and Budget, less the standard retainage of [_____percent (%)] for all construction costs, which retainage will be disbursed to Borrower in connection with the final C-PACE Advance.

(e) The final C-PACE Advance will be made once all of the Final Conditions have been satisfied, in Capital Provider's sole and absolute discretion.

(f) The aggregate amount of all C-PACE Advances shall not exceed the amount of the C-PACE Financing, and Capital Provider shall have no obligation to make any C-PACE Advances from and after the date on which the final C-PACE Advance was made.

(g) ***[INSERT ADDITIONAL DISBURSEMENT PROVISIONS AS REQUIRED BY CAPITAL PROVIDER].***

Section 2.08. Repayment of C-PACE Financing.

(a) No C-PACE Payments shall be due from Borrower until the Repayment Start Date. Borrower and Capital Provider shall execute a written acknowledgement of the Completion Date (and any related dates) for purposes of updating the Amortization Schedule, which will be substantially similar to the form attached hereto and incorporated herein as **Exhibit J** ("**PACE Confirmation**").

(b) Beginning on the Repayment Start Date and continuing on each Repayment Date during the Financing Term, in addition to paying Real Estate Taxes, Borrower shall pay the C-PACE Payment in the same manner as Real Estate Taxes are paid to the [City/County], in accordance with the Amortization Schedule. It is a material provision of the C-PACE Financing that Borrower timely makes each C-PACE Payment on or before its respective Repayment Date so that the [City/County] can timely distribute each C-PACE Payment in accordance with the C-PACE Documents.

(c) Borrower acknowledges and agrees that (i) the C-PACE Lien shall run with the title to the Property and shall automatically bind all successor owners of the Property until the C-PACE Financing is paid in full and the C-PACE Lien is released by Capital Provider in accordance with the C-PACE Documents and the C-PACE Act; and (ii) the C-PACE Financing may not be prepaid, in whole or in part, except as follows:

(i) [INSERT PREPAYMENT TERMS/ PREPAYMENT PREMIUM, IF ALLOWED]

(d) Within [ten (10)] days after each Repayment Date, provided that Borrower has remitted funds sufficient to pay each C-PACE Payment (and related fees detailed below), the

[City/County] shall pay to Capital Provider each C-PACE Payment, less the Program Fee, which shall be retained by the [City/County] (and shall be in addition to the amount of the C-PACE Payment due to Capital Provider), in accordance with the Amortization Schedule. Upon receipt of each C-PACE Payment from the [City/County], Capital Provider shall apply each C-PACE Payment as follows:

(i) First, to pay Capital Provider for any shortfall with respect to interest payments, penalties, late fees and other charges (including Default Interest and costs of collection) due but unpaid in prior months;

(ii) Second, to pay Capital Provider for any shortfall with respect to principal due but unpaid in prior months;

(iii) Third, to pay to pay Capital Provider for current interest; and,

(iv) Fourth, to pay Capital Provider for current principal.

Section 2.09. Commitment Fee; Deposit. Borrower shall pay to Capital Provider in readily available funds, a commitment fee equal to [$_____] and payable as follows:

(a) a [$_____] deposit upon acceptance of Capital Provider's term sheet, which has been received by Capital Provider; and

(b) the remaining commitment fee balance in the amount of [$_____] to be paid to Capital Provider at Closing.

Section 2.10. Expenses of Capital Provider. Borrower shall pay all reasonable, documented out-of-pocket costs associated with the C-PACE Financing, including without limitation, any reasonable attorney's fees, third party reports, bank inspector fees, lien searches, filing fees, recordation taxes, other taxes, insurance premiums, etc., whether or not Closing occurs, which fees shall be capitalized into the C-PACE Financing at Closing as shown on the Amortization Schedule.

Section 2.11. Failure to Complete the Improvements. Borrower hereby freely and willingly agrees to forfeit the payment of the commitment fee to Capital Provider and to pay the additional fee identified in the Financing Schedule if Borrower fails to draw down the C-PACE Financing to complete the Improvements under the provisions of the C-PACE Documents ("**Failure to Complete Fee**"). Borrower acknowledges and agrees that the purpose of the Failure to Complete Fee is to make Capital Provider whole and to pay all costs incurred by the [City/County] in processing Borrower's application and filing (and releasing) the C-PACE Memorandum.

Section 2.12. Borrower's Failure to Repay C-PACE Financing. If Borrower fails to pay all or part of the C-PACE Financing when due, the Parties hereby acknowledge and agree to the following:

(a) Default Interest on any unpaid C-PACE Payments (or portions thereof) shall accrue at the Default Rate from the date such C-PACE Payment was due until it is paid in full in accordance with the C-PACE Documents.

(b) The Default Interest shall be added to the C-PACE Financing balance and shall continue to accrue Default Interest thereafter unless and until all accrued and unpaid Default Interest is paid in full.

(c) The Default Interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the [City/County] as a result of Borrower's failure to pay Real Estate Taxes or other taxes or assessments on the Property. In addition, C-PACE Payments shall continue to be levied as special assessments in accordance with the existing Amortization Schedule, notwithstanding Borrower's failure to pay all or part of any past C-PACE Payment. From time to time during the Term, Capital Provider may request the [City/County] and Borrower to approve and execute a C-PACE Amendment, which contains an amended Amortization Schedule that includes then-current accrued and unpaid interest, Default Interest, penalties, expenses and collection costs due to Capital Provider in connection with the C-PACE Financing. Capital Provider will record the C-PACE Amendment in accordance with the provisions of this Agreement.

(d) Borrower hereby acknowledges and agrees that failure to pay any C-PACE Payment will result in penalties and interest accruing in favor of Capital Provider on the amounts due, in addition to penalties and interest that may accrue in favor of the [City/County].

(e) Borrower's failure to pay each C-PACE Payment on or before the respective Repayment Date shall result in a late fee to Capital Provider in the amount of [ten percent (10%)] of the delinquent C-PACE Payment, without regard to the number of months such C-PACE Payment has been delinquent. A delinquent C-PACE Payment will also accrue Default Interest at the Default Rate. The late fee and the Default Interest shall be due and owing to Capital Provider, in addition to any other fees, penalties or interest due and owing to the [City/County].

ARTICLE III

BORROWER'S REPRESENTATIONS AND WARRANTIES

Borrower hereby represents and warrants to and for the benefit of Capital Provider and the [City/County] that the following statements are true, complete and correct as of the Effective Date and will be true, complete and correct as of the Completion Date and during the Financing Term:

Section 3.01. Organization and Authority. Borrower is a _____ _____*[INSERT TYPE OF ENTITY AND STATE]*, duly organized, validly existing and in good standing in the state of its organization and with authority to do business under the laws of Virginia. Borrower has all necessary power and authority to own the Property, conduct its business and enter into the transactions contemplated by this Agreement. Borrower has the right to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement, the C-PACE Documents and all other documents executed in connection therewith have been duly authorized, executed and delivered and constitute legal, valid and binding

obligations of Borrower, each enforceable in accordance with its respective terms. Borrowershall maintain in full force and effect at all times its existence, rights, privileges, and franchises and shall qualify and remain qualified in all jurisdictions where qualification is required.

Section 3.02. Financial Statements. All financial statements delivered to Capital Provider are true, complete and correct, have been prepared in accordance with generally accepted accounting principles (or such alternate accounting method acceptable to Capital Provider) consistently applied, fairly represent the financial condition of Borrower as of the date thereof, and no material adverse change has occurred in the financial condition presented therein since such date.

Section 3.03. No Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Borrower threatened, against or affecting Borrower or the Property, which could have a Material Adverse Effect on Borrower, its financial condition, the Property, the Improvements or Borrower's ability to satisfy its obligations under this Agreement.

Section 3.04. Title. Borrower has good, marketable and insurable fee simple/[leasehold] title to the Property, and there are no liens or encumbrances on the Property other than the Permitted Liens. Prior to completion of the Improvements, Borrower shall preserve and retain title to the Property. When completed, Borrower will be the only owner of the Improvements and all equipment related to the Improvements.

Section 3.05. Compliance With Laws. Borrower has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Improvements. All permits, consents, approvals and authorizations required to be issued by any governmental body necessary for (a) the construction of the Improvements in accordance with the plans and specifications submitted by Borrower and which are incorporated into the Construction Contract ("**Plans**"); (b) the construction, connection and operation of all utilities necessary to service the Improvements; and (c) the construction and use of all roadways, driveways, curb cuts and other vehicular or other access to and egress from the Improvements, as shown on the Plans either (i) have been obtained, are valid, are in full force and effect and have been complied with by Borrower in all respects; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction, and Borrower will be in compliance therewith in all respects prior to Capital Provider's disbursing any C-PACE Financing proceeds. Construction of the Improvements in accordance with the Plans will comply with applicable zoning, use, building or other applicable codes, laws, regulations and ordinances and any restrictive covenants affecting the Property.

Section 3.06. Approval of Plans and Budgets. Each set of Plans, upon submission to Capital Provider, shall represent a true and accurate reflection of the Improvements (at the time of submission) and shall have been approved as required by all governmental bodies or agencies having jurisdiction or will be approved prior to the first disbursement request. Upon submission to Capital Provider, the Budget shall represent an accurate, current estimate of all costs necessary to construct the Improvements in accordance with the Plans. The construction costs for the Improvements (or any portion thereof) shall not exceed the cost therefor contained in the Budget. Borrower is responsible for any costs in excess of the Budget.

Section 3.07. Compliance With Documents. The execution and delivery of this Agreement by Borrower and compliance with the provisions hereof, do not and will not, in any material respect, conflict with or constitute on the part of Borrower a breach or default under any agreements or instruments to which it is a party or by which it is bound. No Event of Default has occurred hereunder, and no event has or shall have occurred and/or be continuing, which with the passage of time or the giving of notice, or both, would constitute a default or an Event of Default under this Agreement.

Section 3.08. No Misrepresentation or Material Nondisclosure. The information provided by Borrower to Capital Provider and the [City/County] in the C-PACE application and other C-PACE Documents was true and correct as of the effective date of each documents and remains true and correct as of the Effective Date and during the Term. Borrower has not made and will not make to Capital Provider or the [City/County], in this Agreement, the C-PACE Documents or otherwise, any untrue statement of a material fact, and Borrower has not omitted and will not omit to state a material fact, the omission of which makes any statement misleading.

Section 3.09. Insurance. Borrower has provided to Capital Provider and the [City/County] satisfactory evidence of current insurance policies on the Property, which meet the requirements of this **Section 3.09**, and Borrower has provided evidence that such insurance shall be maintained in force during the Term, which meets the requirements set forth below:

(a) *Property Insurance:* Insurance against loss or damage to the Property by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter included on a "Special Form" or "Special Cause of Loss" insurance policy. Such policy will name Capital Provider as mortgagee/loss payee on the improvements and the personal property at the Property: (i) in an amount equal to one hundred percent (100%) of the "Full Replacement Cost," which for purposes of this Agreement shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation (the determination of the replacement cost amount shall be adjusted annually to comply with the requirements of the insurer issuing such coverage or, at Capital Provider's election, by reference to such indices, appraisals or information as Capital Provider determines in its sole discretion); (ii) containing an agreed amount endorsement with respect to the improvements and personal property at the Property or waiving all co-insurance provisions; (iii) providing for no deductible in excess of [$10,000] for all such insurance coverage other than the coverage provided for water damage and coverages for which deductibles are measured in days instead of monetary value; (iv) containing an "Ordinance or Law Coverage" or "Enforcement" endorsement if any of the improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses; and (v) containing such other insurance as Capital Provider may reasonably require from time to time during the Term. This coverage is to be evidenced on Acord 27.

(b) *Commercial General Liability Insurance:* Insurance against liability arising on the Property and out of the ownership, use, occupancy, or maintenance of the Property or the business conducted on the Property, including liability arising from the negligence or other acts or omissions of all insured and additional insured parties, with limits of [$2,000,000] per occurrence (or such other amount as Capital Provider may reasonably require from time to time during the

Term, naming each of Capital Provider and the [City/County] as an additional insured. This coverage is to be evidenced on Acord 25.

(c) Each insurance policy must provide for thirty (30) days' notice to Capital Provider in the event of cancellation or nonrenewal.

(d) Such insurance shall be maintained in force during the Term, and all insurance policies must be issued by insurance companies admitted in the Virginia having a Best rating of "A-" or better, and in form and content reasonably acceptable to Capital Provider and the [City/County].

(e) If Borrower fails to maintain the required insurance, Capital Provider may obtain the required insurance in amounts and limits sufficient to protect Capital Provider's interests, and Borrower shall be obligated to pay Capital Provider for the cost of such insurance.

(f) During the Construction Period, Borrower shall provide to Capital Provider evidence of any additional insurance coverage required to be maintained by Capital Provider.

Section 3.10. Environmental Laws. Borrower does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of Hazardous Materials or hazardous wastes (as defined in any Environmental Laws), and the Property has not been so used previously, except as previously disclosed in writing to Capital Provider. There are no underground storage tanks located on the Property. There is no past or present non-compliance with Environmental Laws in connection with the Property, which hasnot been fully remediated in accordance with Environmental Laws. There is no environmental remediation required (or anticipated to be required) with respect to the Property. Borrower does not know of, and has not received, any written or oral notice or other communication from any Person relating to (a) any Hazardous Materials or remediation thereof, (b) the possible liability of any Person pursuant to any Environmental Law or other environmental conditions in connection with the Property, or (c) any actual or potential administrative or judicial proceedings in connection with the foregoing.

Section 3.11. Improvements. The Improvements are in compliance with the Program, the C-PACE Act, the Ordinance, and the C-PACE Documents.

Section 3.12. No Damage or Condemnation. The Property is not damaged by waste, vandalism, fire, hurricane, earthquake or earth movement, windstorm, flood, tornado or other casualty adversely affecting the value of a Property or the use for which the Property was intended, and the Property is in substantially the same condition it was at the time the most recent appraisal was obtained. There is no proceeding pending or, to the knowledge of Borrower, threatened for the total or partial condemnation of the Property.

Section 3.13. Lienholder Consent. Borrower has disclosed to Capital Provider the identities of all Senior Lenders and has obtained and delivered to Capital Provider a Lender Consent for each Senior Lender to be recorded in connection with Closing. To Borrower's knowledge, no Lender Consent has been withdrawn or revoked.

Section 3.14. Repayment of C-PACE Financing. Borrower shall pay the C-PACE Financing and all other amounts due hereunder and under the C-PACE Note at the times and in the amounts required by this Agreement, the Note and the Amortization Schedule.

Section 3.15. Incorporation of Representations and Warranties. Each request by Borrower for a C-PACE Advance shall constitute a covenant and certification by Borrower that the representations and warranties contained herein are true, complete and correct as of the date of each C-PACE Advance request.

ARTICLE IV

ADDITIONAL COVENANTS AND AGREEMENTS

Section 4.01. Compliance With C-PACE Act. Borrower has read the C-PACE Act and the Ordinance and covenants and agrees to comply in all respects with the provisions of the C-PACE Act and the Ordinance, including without limitation the following:

(a) The repayment obligation of the C-PACE Financing shall constitute and secure the C-PACE Lien against the Property until paid in full.

(b) The C-PACE Financing (and each C-PACE Payment) shall be collected in the same manner as the Real Estate Taxes are collected by the [City/County]. The C-PACE Lien shall be enforced in the same manner as the Real Estate Taxes are enforced by the [City/County], including the collection of any penalties or fees and the exercise of any remedies. The C-PACE Lien shall be evidenced by the C-PACE Memorandum, which shall be recorded against the Property in the Clerk's Office. The C-PACE Lien shall be released when all amounts due thereunder are paid in full in the manner provided for by the C-PACE Act.

Section 4.02. Maintenance of Property. Borrower shall, at all times, maintain the Property and, after construction, the Improvements, in good condition and repair. Borrower shall pay when due all taxes and assessments (including the Real Estate Taxes and the C-PACE Payments), water charges, sewer charges and all other charges levied on or against the Property, and upon written request, submit to Capital Provider and the [City/County] official receipts evidencing such payments.

Section 4.03. Construction Start and Completion. Borrower shall commence construction of the Improvements and shall diligently proceed with construction of the Improvements in accordance with the approved Plans and Budget and in a good and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules and regulations. Construction of the Improvements shall be completed on or prior to the Completion Date, which is estimated to be [_____, 20_].

Section 4.04. Protection Against Liens. Borrower shall promptly pay and discharge all claims for labor performed and materials and services furnished in connection with construction of the Improvements and shall take all other steps necessary to prevent the assertion of mechanics' or materialmen's claims or liens either against the Property or the Improvements.

Section 4.05. Construction Inspections; Reports. Capital Provider, the [City/County] and/or their respective representatives shall have the right at all reasonable times to enter upon the Property and inspect the construction of the Improvements. Borrower shall permit Capital Provider and the [City/County] to examine all records and other documents relating to the Property and the Improvements and to perform such examinations or energy audits as may be reasonably necessary to confirm compliance with the C-PACE Act, the Ordinance and the C-PACE Documents.

Section 4.06. Periodic Reports/Certifications. During the Construction Period, Borrower shall provide to Capital Provider and the [City/County] upon reasonable request (but not more than once every six (6) months), a written statement, certified as true, correct and complete, setting forth the status of the Improvements and all sources and uses of funds with respect to the Improvements, a current actual Budget analysis and an updated schedule for the completion of the Improvements, a current list of all directors and officers of the Borrower and such other information as Capital Provider and/or the [City/County] may reasonably require.

Section 4.07. Notice of Claims; Adverse Matters. Borrower shall promptly notify Capital Provider and the [City/County] in writing of all pending or threatened litigation or other matters that may materially adversely affect the Property or Borrower's ability to meet its obligations under this Agreement or otherwise with respect to the Improvements.

Section 4.08. Damage or Destruction. Borrower shall promptly notify Capital Provider and the [City/County] if the Improvements or the Property is damaged or destroyed by fire or any other cause. Upon the occurrence of a casualty, Capital Provider will either apply the insurance proceeds to the restoration of the Property or repay the outstanding balance of the C-PACE Financing. Capital Provider shall not have any obligation to make additional C-PACE Advances upon the occurrence of a casualty. If restoration of the Property is approved by Capital Provider, Borrower shall immediately proceed with the restoration thereof and shall restore the Improvements in accordance with the Plans or other similar plans approved by Capital Provider. If, in Capital Provider's judgment, the proceeds of insurance are insufficient to complete the restoration, Borrower shall deposit with Capital Provider such amounts as are necessary, in Capital Provider's reasonable judgment, to complete the restoration. Disbursement of insurance proceeds (plus any supplemental funds provided by Borrower) shall, at Capital Provider's election (made by written notice to Borrower), be deposited with Capital Provider and disbursed in Capital Provider's reasonable discretion.

Section 4.09. Condemnation. If the Improvements or the Property or any part thereof are taken by condemnation or subject to an imminent threat of condemnation, Capital Provider's obligation to make additional C-PACE Advances shall immediately terminate unless, in Capital Provider's sole discretion, the Property and the Improvements can be replaced and restored in a manner which will enable the Improvements to be functionally and economically utilized and occupied as originally intended. If Capital Provider determines in its sole discretion that the Improvements can be so restored, then the rights and obligations of Borrower, Capital Provider and the [City/County] subsequent to a taking by condemnation or imminent threat thereof and the disbursement of any condemnation proceeds actually paid to Capital Provider and undisbursed C-PACE Advances, shall be the same as described in **Section 3.08** with regard to insurance proceeds.

Section 4.10. Indemnification. Without limitation of any other obligation or liability of Borrower or any right or remedy of Capital Provider or the [City/County] contained herein, Borrower agrees to indemnify and hold harmless Capital Provider and the [City/County], as well as their respective directors, officers, employees, agents, subsidiaries and affiliates (each, an "**Indemnified Party**"), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether statutorily created or under the common law, including all costs and expenses (including, without limitation, reasonable fees and disbursements of attorneys, engineers and consultants) and all other liabilities whatsoever (including, without limitation, liabilities under any applicable environmental laws, regulations or rules) which shall at any time or times be incurred, suffered, sustained or required to be paid by any such Indemnified Party (except any of the foregoing which result from the negligence or willful misconduct of the Indemnified Party) on account of or in relation to or in any way in connection with any of the arrangements or transactions contemplated by, associated with or ancillary to this Agreement, or any other documents executed or delivered in connection herewith or therewith, all as the same may be amended from time to time, whether or not all or part of the transactions contemplated by, associated with or ancillary to this Agreement or any such other documents are ultimately consummated, resulting from any conduct, act or failure to act by Borrower or its affiliates or related parties. In any investigation, proceeding or litigation, or the preparation therefor, Capital Provider and the [City/County] shall each select its own counsel and, in addition to the foregoing indemnity, Borrower agrees to pay promptly the reasonable fees and expenses of such counsel. In the event of the commencement of any such proceeding or litigation, Borrower shall be entitled to participate in such proceeding or litigation with counsel of its choice at its own expense; provided that such counsel shall be reasonably satisfactory to Capital Provider and the [City/County]. This section shall survive the execution, delivery, performance and repayment of this Agreement and the C-PACE Financing, and the extinguishment of the C-PACE Lien.

Section 4.11. Further Assurances. Upon request of Capital Provider and/or the [City/County], Borrower shall provide such additional information and execute such additional documents as Capital Provider and/or the [City/County] deem reasonably necessary or appropriate (in their sole discretion) to carry out the purposes of this Agreement, the C-PACE Documents and/or the Program in relation to the Improvements.

Section 4.12. Assignment of C-PACE Financing and C-PACE Lien.

(a) Capital Provider shall have the unrestricted right at any time and from time to time, and without Borrower's or [City/County]'s consent, to transfer and assign all of its rights and obligations under the C-PACE Documents to one or more entities, persons, banks or financial institutions capable of funding the C-PACE Financing. Each assignment by Capital Provider shall be evidenced by a C-PACE Assignment, together with such other documentation required by Capital Provider and the assignee, and Borrower shall execute such documents (if any) that Capital Provider or the assignee deems necessary to effect a transfer. Upon the full execution and recordation of the C-PACE Assignment, the assignee shall be a successor party to the C-PACE Documents and shall have all of the rights and obligations of Capital Provider provided herein and therein, and Capital Provider shall be released from its obligations, effective as of the date of the C-PACE Assignment.

(b) In furtherance of the foregoing, Capital Provider may furnish any information concerning the Property, Borrower or the Improvements in its possession from time to time to prospective assignees. Borrower hereby agrees to the release of such information.

(c) Capital Provider shall cause the C-PACE Assignment to be recorded in the Clerk's Office and shall furnish a recorded copy of any C-PACE Assignment to the [City/County].

Section 4.13. Integrity of the Property as a Single Parcel. Borrower shall not, by act or omission, impair the integrity of the Property as a single, separate, subdivided and zoned taxable lot or otherwise remove or separate the Improvements from the Property, without the express written consent of Capital Provider and the [City/County], which consent may be withheld in Capital Provider's or the [City/County]'s sole and absolute discretion. If the Property consisted of multiple parcels as of the Closing Date, Borrower shall not, by act or omission, cause any changes to such parcels, including but not limited to consolidating the parcels, changing the parcel boundaries, and/or modifying the tax parcel identification numbers, without the express written consent of Capital Provider and the [City/County], which consent may be withheld in Capital Provider's or the [City/County]'s sole and absolute discretion.

Section 4.14. Transfers; Binding on Future Owners. The sale, transfer, pledge or hypothecation of the Property or any reorganization or modification of Borrower's ownership structure shall be permitted only following the completion of the Improvements construction (as evidenced by the Completion Certificate), and then only if such transfer is fully subject to the C-PACE Financing, the C-PACE Lien and the provisions of the C-PACE Documents. Any and all transfers of the Property shall be subject automatically to this Agreement and the C-PACE Lien. All obligations under the C-PACE Documents shall run with the land and shall bind all future owners and tenants, where applicable, of the Property or any interest therein as if the same were expressly assumed by such parties. Notwithstanding the foregoing, upon transfer of fee simple title to or a possessory interest in the Property or any portion thereof to a new owner, Borrower (and each person or entity who may, from time to time, own fee simple title to or a possessory interest (other than a leasehold interest for a term) in all or part of the Property) shall cause the new owner to execute an assignment and assumption of this Agreement, substantially in the form attached hereto as **Exhibit O** ("**Assignment and Assumption Agreement**") and shall promptly deliver the fully-executed Assignment and Assumption Agreement to Capital Provider, which Capital Provider shall cause to be recorded in the Clerk's Office.

Section 4.15. Exclusivity Covenants; New C-PACE Projects. Borrower shall comply with and abide by the Exclusivity Covenants as of the Effective Date and during the Term. Borrower agrees that if, during the Term, Borrower submits an application with respect to a new C-PACE project, Borrower shall immediately notify Capital Provider and provide to Capital Provider copies of all application materials and other information reasonably requested by Capital Provider regarding each new C-PACE project. Capital Provider shall have a period of 30 days after receipt of notice to elect to provide additional C-PACE financing for each new C-PACE project. Capital Provider shall exercise this right by providing written notice to Borrower of its election during such 30-day period. If Capital Provider provides notice of its intent to provide additional C-PACE financing for a new project, then the Exclusivity Covenants shall apply with respect to each new project. If Capital Provider does not timely provide notice of its election to provide additional C-PACE financing for the new C-PACE project, then Capital Provider shall be

deemed to have waived its rights under this **Section 4.15** with respect to such new project only, but shall retain its rights hereunder for any subsequent new projects during the Term.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Events of Default. The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) failure by Borrower to make any payment required under the C-PACE Documents when due or beyond any applicable cure period, if any ("**Delinquency**");

(b) failure by Borrower to perform or observe any covenant, condition or agreement to be performed or observed by Borrower under this Agreement (other than a Delinquency) or any other C-PACE Documents, and such failure continues for 30 days after written notice thereof to Borrower from Capital Provider;

(c) Borrower is in default or there exists an Event of Default (as defined in any of the C-PACE Documents) under any of the C-PACE Documents or any other agreement to which Borrower is a party;

(d) any written representation, warranty or disclosure made to Capital Provider or the [City/County] by Borrower proves to be materially false or misleading as of the date when made, whether or not such representation or disclosure appears in the C-PACE Documents;

(e) failure to pay Real Estate Taxes, other taxes or other assessments on the Property when due and payable;

(f) failure to commence and diligently pursue construction of and completion of the Improvements;

(g) there occurs any event which, in Capital Provider's reasonable discretion, has a Material Adverse Effect on: (i) the ability of Borrower to perform any of its obligations hereunder or under any of the C-PACE Documents; (ii) the business or financial condition of Borrower; or (iii) the timely repayment of the C-PACE Financing;

(h) any encumbrance on any portion of the Property is created, which encumbrance purports to have priority over the C-PACE Lien with the exception of general Real Estate Tax liens;

(i) the existence of any liens with respect to the Property, including mechanics,' materialmen's, repairmen's or other liens that have not been dismissed or bonded within thirty (30) days;

(j) there is a material deviation in the Improvements from the Plans without the prior written consent of Capital Provider, or the appearance of defective workmanship or materials,

in Capital Provider's sole discretion, which has not been cured for a period exceeding thirty (30) days;

(k) Borrower shall institute or have instituted against it any proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, receivership, or relief of debtors, (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, composition of it or its debts or any similar order; or (iii) seeking entry of an order for relief or appointment of a custodian, receiver, trustee, conservator, liquidating agent, liquidator, or other official with similar powers, for it or for any substantial part of its property; and in the case of any such proceeding or other action instituted against (but not by or with the consent of) such credit party, either (A) such proceeding or action shall remain undismissed or unstayed for a period of 60 days or more; or (B) any action sought in such proceedings shall occur. Nothing in this **Section 5.01** shall be deemed to be a waiver of any right which Capital Provider or the [City/County] may have under Sections 506(a), 506(b), 1111(b) or any other provision of the United States Bankruptcy Code, as may be amended, to file a claim or submit a ballot to accept or reject a proposed plan of reorganization in any relevant bankruptcy proceeding for the full amount due to Capital Provider under the C-PACE Documents;

(l) Borrower commences any legal proceeding against Capital Provider or the [City/County] seeking to recover damages or other affirmative recovery against Capital Provider or the [City/County], including any proceeding asserting claims based on any theory of lender liability; or contests or in any way interferes, directly or indirectly, with (i) any foreclosure action, other action or proceeding to exercise remedies hereunder; or (ii) any other enforcement of Capital Provider's rights, powers, and remedies under any of the C-PACE Documents;

(m) there is any fraud or material misrepresentation by Borrower made in or in connection with the C-PACE Financing or C-PACE Documents;

(n) ***[INSERT ADDITIONAL EVENTS OF DEFAULT REQUIRED BY CAPITAL PROVIDER].***

(o) Borrower ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties; or

(p) Borrower attempts to remove, sell, transfer, encumber, part with possession or sublet the Property, the Improvements or any part thereof without Capital Provider's prior written consent.

Section 5.02. Capital Provider Remedies. Upon the occurrence of an Event of Default, Capital Provider may (but shall not be obligated to), in addition to any other remedies which it

may have under the C-PACE Act, Ordinance, C-PACE Documents or applicable law, at its option and without prior demand or notice, take any or all of the following actions:

(a) If a Delinquency occurs, Capital Provider shall have the remedy provided in [Section [58.1-3915] of the Code, which includes, among other remedies, Borrower's payment to [City/County] (for the benefit of Capital Provider) a penalty equal to [ten percent (10%) of the unpaid C-PACE Financing and one and one-half percent (1.5%) interest accrued monthly on the outstanding C-PACE Financing balance]. Following a Delinquency, Capital Provider shall also have any and all foreclosure and tax sale rights provided in the C-PACE Act, the Ordinance and Section [58.1-3915.1] of the Code. If any or all of the Property is sold at a tax sale for the failure to pay Real Estate Taxes, the Property shall remain subject to the obligation to pay the C-PACE Financing in subsequent years as provided in the C-PACE Act. A failure to repay the C-PACE Financing is similar to a failure to pay Real Estate Taxes and could ultimately result in a tax foreclosure upon the Property if a cure is not undertaken by Borrower or a Senior Lender. There is no right of acceleration with respect to the C-PACE Financing, however Capital Provider shall have all other rights and remedies at law and in equity. All fees and expenses of the [City/County] Collector of Taxes in collecting the C-PACE Financing shall be included and paid for by Borrower.

(b) If a Delinquency occurs, all Parties to this Agreement shall be notified in accordance with the notice requirements contained in this Agreement.

(c) If an Event of Default occurs prior to Borrower's completion of the Improvements, Capital Provider may immediately terminate any pending disbursement of a C-PACE Advance (and Capital Provider shall have no obligation to make any additional C-PACE Advances) and apply all or any part of any undisbursed C-PACE Advance amounts to any amounts owing on the C-PACE Financing and/or to any other obligations of Borrower under the C-PACE Documents.

(d) If an Event of Default occurs prior to Borrower's completion of the Improvements, Capital Provider may enter the Property and complete construction of the Improvements in accordance with the Plans, with such changes therein as Capital Provider may from time to time and in its reasonable discretion deem appropriate, all at the risk and expense of Borrower.

(e) If any proceedings are instituted by or against Borrower related to the C-PACE Financing, Borrower shall pay any and all costs incurred by Capital Provider, including reasonable attorneys' fees actually incurred. No remedy contained in this Agreement is intended to be exclusive of any other remedy stated herein or of any other remedy otherwise available to Capital Provider at law or in equity. Capital Provider's failure to exercise any remedy provided herein shall not constitute a waiver of the right to exercise the same remedy at a later time or in connection with a subsequent Event of Default.

(f) Capital Provider may exercise any and all remedies available under the C-PACE Act, the Ordinance and/or the C-PACE Documents and may exercise any other rights and remedies available to it at law or in equity.

(d) All remedies of Capital Provider provided for herein are cumulative.

Section 5.03. C-PACE Enforceability. If (a) the C-PACE Act, the C-PACE Documents and/or any material provisions thereof are found by a court of competent jurisdiction to be illegal or otherwise unenforceable such that the C-PACE Financing and/or C-PACE Lien are not enforceable or otherwise not collectible in the manner set forth in the C-PACE Act or the C-PACE Documents for any reason, or (b) an action is brought by any person to have the C-PACE Act, the C-PACE Documents and/or the C-PACE Lien challenged, nullified or overturned, and during the pendency of the action, the C-PACE Documents and/or the C-PACE Lien may not be enforceable or collectible as contemplated under the C-PACE Act, then Borrower (i) shall continue to make the C-PACE Payments as required under the C-PACE Documents, and (ii) shall execute any and all documentation necessary to perfect and enforce the C-PACE Documents and the C-PACE Lien as may be required by Capital Provider or the [City/County].

ARTICLE VI

MISCELLANEOUS

Section 6.01. No Waiver. No waiver of any default or breach by Borrower hereunder shall be implied from any failure by Capital Provider or the [City/County] to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

Section 6.02. Successors and Assigns. This Agreement is binding upon and made for the benefit of Borrower, Capital Provider, the [City/County], and their successors and/or permitted assigns, and no other person or persons shall have any right of action hereunder.

Section 6.03. Notices. All notices or other communications hereunder shall be in writing, addressed as set forth below (or at such other address as shall be specified by like notice), and delivered by any of the following methods: (a) by hand, (b) by certified mail (return receipt requested, postage pre-paid), (c) by nationally-recognized, overnight commercial courier, or (d) by e-mail (with read-receipt confirmation of transmission). Notices shall be deemed to have been duly given as follows: (i) if delivered by hand, on the date of delivery; (ii) if delivered by certified mail, on the date of delivery; (iii) if delivered by overnight courier, on the next Business Day after the notice is deposited with the overnight courier; or (iv) if delivered by e-mail, on the date sent (if sent during normal business hours of recipient), or on the next Business Day (if sent after normal business hours of recipient), provided, however, that an email shall be deemed to have been received when sending party receives a delivery-receipt confirmation of transmission, regardless of normal business hours of recipient:

To Capital Provider: _____

_____

_____

Attn:_____,_____

E-mail: _____

To the [City/County]: _____

_____

_____

Attn:_____,_____

E-mail: _____

To Borrower: _____

_____

_____

Attn:_____,_____

E-mail: _____

If notice is tendered under the terms of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been received and shall be effective as provided in this **Section 6.03**. The giving of any notice required hereunder may be waived in writing by the Party entitled to receive such notice. Failure or delay in delivering copies of any notice to persons designated to receive copies shall in no way adversely affect the effectiveness of such notice to the Parties. The addresses of any Party may be changed by notice to the other Parties given in the same manner as provided above.

Section 6.04. Captions. The headings or captions in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Section 6.05. Amendments. No amendment, modification, termination or waiver of any provisions of this Agreement shall be effective unless in writing and signed by all of the Parties.

Section 6.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Virginia.

Section 6.07. WAIVER OF JURY TRIAL. THE BORROWER HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE C-PACE FINANCING, THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 6.08. Jurisdiction. Borrower agrees that the execution of this Agreement andthe other C-PACE Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Virginia situs, and Borrower agrees to submit to the personal jurisdiction of the federal or state courts of Virginia with respect to any action that Capital Provider, the [City/County], or their respective successors or assigns, may commence hereunder or thereunder. Accordingly, Borrower hereby specifically and irrevocably consents to the jurisdiction of the federal or state courts of Virginia with respect to all matters concerning this Agreement or any of

the other C-PACE Documents, or the enforcement thereof. Any such action shall be brought in the [city/county or federal district] in which the Property is located.

Section 6.09. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the [City/County], its officials, employees, contractors, or agents, or any other person acting on behalf of the [City/County] and, in particular, governmental immunity afforded or available pursuant to Virginia law.

Section 6.10. Survival. The C-PACE Documents and the provisions thereof shall survive Closing and shall be enforceable against the Parties until the C-PACE Financing and all amounts due and owing in connection with the C-PACE Financing have been paid in full, as evidenced by the recordation of the termination of the C-PACE Memorandum.

Section 6.11. Virginia FOIA. Borrower understands and agrees that all data created, collected, received, stored, used, maintained or disseminated by the [City/County]in connection with the Program, including that related to Borrower's use of the C-PACE Financing funds, may be subject to the [Virginia Freedom of Information Act]

Section 6.12. Power of Attorney. For the purposes of carrying out the provisions of this Agreement, Borrower hereby irrevocably constitutes and appoints Capital Provider and any of its officers, agents or designees, each with full power of substitution, as Borrower's true and lawful attorneys-in-fact (which appointment is coupled with an interest, cannot be revoked prior to payment in full of the C-PACE Financing and all sums secured by the C-PACE Lien and the C-PACE Documents and shall not terminate upon the disability, termination or dissolution of Borrower), in its name or otherwise, and at Borrower's expense, and authorizes any of them to perform any act described in the C-PACE Documents and to take any and all actions necessary and incidental thereto on behalf of Borrower and to execute such instruments or documents in its name or in the name of Borrower necessary or incidental to the realization or Capital Provider's rights under the C-PACE Documents. Borrower recognizes and agrees that the power of attorney granted pursuant to this **Section 6.11** is coupled with an interest and is not revocable until the termination of this Agreement in accordance with its terms, at which time the power of attorney shall automatically terminate. Borrower ratifies and confirms all actions taken by Capital Provider or its agents pursuant to this power of attorney in accordance herewith.

Section 6.13. Schedules and Exhibits. The following schedules and exhibits are attached hereto and incorporated herein as if fully set forth in this Agreement:

Schedule I - Financing Schedule
Schedule II - C-PACE Advance Schedule

Exhibit A - Property Description
Exhibit B - Form of C-PACE Memorandum
Exhibit C - Form of Completion Certificate
Exhibit D - Form of C-PACE Amendment

Exhibit E	-	Form of C-PACE Assignment
Exhibit F	-	Form of Lender Consent
Exhibit G	-	Form of C-PACE Note
Exhibit H	-	Form of Lien Waiver
Exhibit I	-	Form of Final Lien Waiver
Exhibit J	-	Form of PACE Confirmation
Exhibit K	-	Permitted Exceptions
Exhibit L	-	Form of Disbursement Memorandum
Exhibit M	-	Confession of Judgment
Exhibit N	-	Miscellaneous Waivers

{THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE FOLLOWING PAGES.}

IN WITNESS WHEREOF, Borrower, Capital Provider and the [City/County] have executed this Agreement as of the Effective Date by and through their duly authorized representatives.

[CITY/COUNTY]

By:_____
Name:_____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___, by_____, as _____ of the [City/County] of _____, Virginia.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

Registration No.: _____

IN WITNESS WHEREOF, Borrower, Capital Provider and the [City/County] have executed this Agreement as of the Effective Date by and through their duly authorized representatives.

[CAPITAL PROVIDER]

By:_____
Name:_____
Title: _____

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___, by_____, as _____ of the_____.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

Registration No.: _____

IN WITNESS WHEREOF, Borrower, Capital Provider and the [City/County] have executed this Agreement as of the Effective Date by and through their duly authorized representatives.

[INSERT NAME OF BORROWER]

By:_____
Name:_____
Title _____

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___, by_____, as _____ of the_____.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

Registration No.: _____

SCHEDULE I
C-PACE FINANCING SCHEDULE

[PENDING]

1. **Failure to Complete Fee:**

   [TBD]

2. **Improvements:**

   The Improvements are generally described as follows:
   [_____].

SCHEDULE II

C-P ACE Advance Schedule

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

FORM OF C-PACE MEMORANDUM

EXHIBIT C

form of completion certificate

EXHIBIT d

form of c-PACE AMENDMENT

EXHIBIT E

form of C-PACE assignment

EXHIBIT f

form of lender consent

EXHIBIT G

FORM OF C-PACE NOTE

EXHIBIT H

FORM OF LIEN WAIVER

EXHIBIT I

FORM OF FINAL LIEN WAIVER

EXHIBIT J

FORM OF PACE CONFIRMATION

EXHIBIT K

PERMITTED EXCEPTIONS

EXHIBIT L

FORM OF DISBURSEMENT MEMORANDUM

DRAFT PROGRAM GUIDELINES

DRAFT - City of Petersburg C-PACE Program Guidelines

CONTENTS

Introduction and purpose of the program.

Petersburg City Council adopted a program for financing clean energy and water efficiency improvements, known as "C-PACE," by adopting Chapter 17 of the City Code.[2] C-PACE is a special loan program that promotes both renovation and new construction of commercial, non-profit, and multi-family buildings and structures by incorporating renewable energy production and distribution facilities, energy usage efficiency improvements, or water usage efficiency improvements. The program is authorized by Virginia Code §15.2-958.3.

In authorizing C-PACE, City Council determined that it would serve several public purposes. Water usage efficiency improvements, for example, benefit the public water supply and wastewater treatment services provided by the City. But the public benefits of C-PACE go beyond the benefits to the City's own utility facilities. Petersburg has numerous older buildings with many years of remaining life; the renovation, retrofit, or rehabilitation of these buildings with qualifying clean energy improvements would make them more energy efficient and reduce their associated greenhouse gas emissions. The rehabilitation of commercial and industrial buildings and structures located in the Old and Historic Petersburg District ("HFD"), that are at least 40 years old, in particular, supports the same public purposes advanced by the City's partial real estate tax exemption provided for this activity. A project that qualifies for both programs could use both the partial real estate tax exemption and the C-PACE financing.

City Council also determined that private investment in the renovation or rehabilitation of existing buildings, and the construction of new buildings, with energy efficient or water efficient features that exceed current building code requirements, or which use renewable energy, will enhance the real property tax base of the City, make these buildings, if rented, more attractive to tenants, and thereby promote employment and economic growth in the City.

The United States Department of Energy (DOE) advises that most C-PACE projects are expected to reduce a building's energy use, which in turn should lead to cost savings on the utility bill. But the benefits of C-PACE go beyond cost savings, according to the DOE – "there are other benefits associated with efficiency investments for building owners, tenants, the servicing energy utilities, and society as a whole . . . [including] lower water costs, increased property values, and higher rents and better retention (landlord benefits); improvements in comfort and productivity (tenant benefits); avoided transmission and distribution costs, energy price and reliability effects (utility system benefits); and local economic development and jobs (societal benefits).[3]

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[2] This ordinance is codified as City Code Chapter 107.

[3] US DOE p. 27.

Chapter 107 of the City Code directs the City Manager to prepare C-PACE Program Guidelines to inform interested borrowers and capital providers on the City's program. This booklet was prepared in response to this direction. These Program Guidelines are for informative purposes and reflect the City staff's best effort to translate the C-PACE ordinance into a practical guide. If any statement in these Guidelines conflicts with Chapter 107 of the City Code, then the ordinance clearly prevails. Participants are urged to read Chapter 107 of the City Code, which is available online, in full for more information.

Borrowers:

To be eligible to participate in C-PACE, a Borrower must own or lease an Eligible Property. The Borrower must be (A) current on payments on all loans secured by an existing mortgage or deed of trust lien on the Property, (B) current on real and personal property tax payments, (C) current on all federal, state, and local taxes (additionally, there may be no federal income tax lien, judgment lien, or other involuntary lien against the Property), and (D) not insolvent or in bankruptcy proceedings. The Borrower must be able to certify that the title of the benefitted property is not in dispute, as evidenced by a title report certifying the state of title performed and signed by a certified title examiner duly certified by the Virginia Land and Title Association or a title insurance commitment from a title insurance company acceptable to the Capital Provider and the City.

Eligible Properties:

C-PACE is flexible with regard to what types of properties may participate.[4] Eligible Properties include:

- All assessable real estate whether it is currently improved (with a building or structure) or unimproved;
- All buildings, vacant or occupied, located or to be located on assessable real estate;
- Property owned by a non-profit organization, or even a tax-exempt organization or church. The C-PACE loan is secured by a voluntary special assessment lien, which a tax-exempt land owner may choose to place on its property. The will still bill and collect loan payments during the regular real estate billing/collection cycle.

All assessable real estate in the City is eligible for participation in C-PACE with these exceptions:

- Any condominium project as defined in Code of Virginia §55-79.2;
- Any residential property with four or fewer dwelling units.

[4] See US DoE page 24 for more information on the implications of property type for the feasibility of C-PACE financing.

Qualifying Improvements:

- Generally:

"Qualifying Improvements" qualify for C-PACE financing. They include improvements for energy efficiency, renewable energy production and distribution, or water efficiency.
The C-PACE voluntary special assessment lien runs with the land, and loan payments are collected with the real estate tax billing cycle. Therefore, all Qualifying Improvements must be affixed to the Eligible Property. That way, any subsequent owner, who will be responsible for paying the remaining loan payments, will also own and benefit from the Qualifying Improvements.
Qualifying Improvements for the City's program are restricted to those that have a solid track record and, where possible, an independent verification of their ability to save energy or reduce water use. Qualifying Improvements, ultimately, must align closely with the purpose of the program, discussed in the introduction to these Guidelines.

- Sample List:

The Mid-Atlantic PACE Alliance published a "Sample List of Eligible Improvements" in its June, 2018 Regional C-PACE Toolkit, on pages 41 – 44. This sample list is a starting point for identifying Qualifying Improvements. City Council specifically referenced this list as a guide in Chapter 107 of the City Code. ENERGY STAR® and WaterSense certified improvements are featured in this sample list because equipment or products obtaining these certifications exceed minimum federal efficiency requirements.

Qualifying Improvements to an Eligible Property may be improvements to existing structures, or they may be incorporated into new construction. Chapter 107 of the City Code includes a list of categories of Qualifying Improvements. Note that for energy usage efficiency systems and water usage efficiency improvements, the Qualifying Improvements must exceed the minimum energy efficiency or water usage efficiency standards of the Building Code. Qualifying Improvements include:

7. Renewable energy production and distribution facilities, including but not limited to, solar photovoltaic, solar thermal, geothermal, wind, fuel cells, biomass systems, biogas or methane recovery systems.

8. Energy usage efficiency systems reasonably expected to reduce the energy usage of the Eligible Property, including but not limited to, high efficiency lighting and building systems, heating, ventilation and air conditioning (HVAC) upgrades, air duct sealing, high

efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, cogeneration systems, building shell or envelope improvements, reflective roof, cool roof or green roof systems, weather-stripping, fenestration and door improvements and modifications, insulation (both in walls, roofs, floors and foundations and in HVAC systems' radiant barriers), building energy management systems, process equipment upgrades, and other forms of conservation; provided, that for Qualifying Improvements that are part of a new building or structure, such Qualifying Improvements shall exceed the minimum energy efficiency requirements of then-applicable law, ordinance, regulation or code.

9. Water usage efficiency improvements, such as recovery, purification, recycling and other forms of water conservation. For new construction, these improvements qualify for C-PACE financing only if they exceed the minimum water usage efficiency requirements of then-applicable law, ordinance, regulation, or code.

10. Construction, renovation or retrofitting of Eligible Property directly related to the accomplishment of any purpose listed in clauses 1, 2, or 3, above, whether such Qualifying Improvement was erected or installed in or on a building or on the ground, it being the express intention of the City to allow Qualifying Improvements that constitute, or are part of, the construction of a new structure or building to be financed with a C-PACE Loan.

- Application of historic preservation regulations:

If the Eligible Property is in the Historic Petersburg District, (HFD), then any proposed new construction or exterior alterations must be approved by the City's Architectural Review Board. C-PACE does not exempt these improvements or alterations from this historic preservation law. Instead, City Council believes that C-PACE improvements should enhance the City's historic preservation goals by promoting private investment, consistent with the HFD regulations, in historic buildings.

- Technical Assessments:

For Qualifying Improvements, Borrowers are required to obtain and submit a technical assessment or audit that is based on the size and type of the building and the size and scope of the project, and which identifies potential energy and/or water-saving measures. The City will use the recommendations of the Investor Confidence Project (ICP) Efficiency Project Framework to

determine which protocols are suitable for a particular building type, or size or scope of a project. For larger projects, and independent third-party assessment is required. [5] For projects that include solar PV or solar thermal systems, a feasibility study to include estimated system production and associated reductions to utility bills must be provided.
[get help writing this portion of the Guidelines.]

Capital Providers

A "Capital Provider" is the lender that originates a C-PACE loan. Under C-PACE, either the City or a private lending institution may act as the Capital Provider. City Council is authorized to appropriate funds for this program, but has not done so at the time of this writing. Therefore, private lending institutions will provide the capital – act as lenders – for C-PACE loans.
C-PACE adopts the "Open Market Model," where Borrowers may choose among multiple private financial institutions for their loans. This model creates competition among lenders, which is attractive to property owners and allows them to negotiate the best market-based terms. Under this model, a first mortgage-holder (or other lender a property owner has an existing relationship with) may capitalize a C-PACE project.[6]
"Financial institutions" include banks or other institutional lenders. At this time, C-PACE is not open to "specialty capital providers" – i.e. non-institutional firms that specialize in providing capital for C-PACE projects or firms that may have been created specifically for this purpose. [Non-institutional lenders – including private individuals – are not eligible to act as Capital Providers for the City's program.][7] Interested Capital Providers should file the Lender Application at no cost for approval to participate in the program. **[Adapt MAPA page 74.]**
The duties of the Capital Provider include making the loan, recording the C-PACE Memorandum at loan closing, informing the Commissioner of Revenue of any changes to the anticipated yearly assessment, providing updated amortization schedules to the for billing and collection, and notifying the whenever an assignment of a loan takes place. The deadline for notifications to the of changes to the amortization schedule is on or before July 1st of each year for which C-PACE loan payments are due.[8]

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[5] See recommendations of Virginia Department of Mines, Minerals, and Energy, page 6.
[6] US DoE page 20. MAPA strongly recommends that jurisdictions maintain an open market for capital. MAPA page 32.
[7] ***Need advice here – MAPA application includes certain really big and experienced non-institutional lenders.***
[8] See City Code §107-7.

C-P ACE Loan:

- Costs that may be financed:

The "Costs" of a Qualifying Improvement may be financed through the C-PACE loan. C-PACE defines "Costs" broadly, to encompass a number of expenses that may arise from developing and constructing a C-PACE project. "Costs" include all:

> (a) labor, (b) materials, machinery and equipment, (c) architectural, engineering, consulting (such as energy audits and assessments, feasibility studies and reports, and financial projections), financial and legal services, (d) plans, specifications and studies, (e) physical and building condition surveys, (f) commissioning expenses, (g) project management, (h) energy savings or performance guaranty or insurance, (i) post-installation evaluation, measurement and verification, and building accreditation, (j) permitting fees, (k) due diligence, financing, and closing costs for the C-PACE Loan, including administrative and Capital Provider fees that are directly attributable to a Qualifying Improvement, and (l) reserves for construction period interest.[9]

- Minimum and maximum loan amounts:

The City Council established a minimum C-PACE loan amount of $20,000 so that the program would be accessible to owners of smaller properties and non-profits who may be interested in participating.[10] City Council wants to provide the opportunity for small business to use C-PACE financing if they are able to find a willing Capital Provider, for example, local banks.
The maximum C-PACE loan amount is $5 million.[11]

- Maximum aggregate loan amount:

Chapter 107 of the City Code establishes a maximum aggregate loan amount, as required by state law. The maximum aggregate dollar amount that may be financed through C-PACE at any one time is $15 million. In the event that applications for C-PACE financing appear likely to exceed the maximum aggregate dollar amount, priority shall be given to applicants on a first-come, first-served basis.

- Loan term:

The maximum term of a C-PACE loan is the weighted average useful life of the Qualifying Improvements, or 20 years, whichever is less. However, a C-PACE loan for solar improvements

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[9] City Code §107-2.
[10] City Code §107-5(F).
[11] City Code §107-5(F).

may have a longer maximum term – up to 25 years. [Need to provide direction on how to calculate weighted average useful life or cross-reference.]

- Loan interest rate:

The interest rate of a C-PACE loan is established by agreement between the Borrower and Capital Provider. Fixed interest rates are typical for C-PACE loans.[12]

- Loan payment schedule:

C-PACE loan payments are due at the same time as the City's real estate taxes, which are billed and collected twice each year. The due dates for the City's real estate taxes are May 15 and November 15 of each year.[13] The will include the bill for the installment of the C-PACE loan (plus a $250 processing fee) on the real estate tax bill for the property.

- Non-acceleration:

The non-acceleration clause is an important feature of all C-PACE loan arrangements. If there is a foreclosure, the owner is only obligated to pay the arrearages (i.e. late payments); the subsequent owner is responsible for future remaining C-PACE assessment payments.[14] The non-acceleration clause is regarded as one of the key benefits of C-PACE for commercial real estate.[15]

- Underwriting criteria:

Chapter 107 of the City Code requires the Program Guidelines to include suggested underwriting criteria for C-PACE loans.[16] In preparing these suggested criteria, the City consulted underwriting guidelines established by the Virginia Department of Mines, Minerals, and Energy; and the Mid-Atlantic PACE Alliance Regional C-PACE Toolkit, published in June 2018.
Underwriting criteria are important to the integrity of C-PACE and to the interests of the Borrowers, Capital Providers, and the City. However, if underwriting criteria are too stringent or too inflexible, they may have the unintended effect of limiting program participation. Flexibility is particularly appropriate for the City's program, where private lending institutions are the Capital Providers, and where the required consent of existing lien holders provide some assurances of sound underwriting.

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[12] MAPA pp. 6, 7.
[13] City Code §70-93.
[14] DOE pp. vii and 6. This Program Guideline may not be relied upon as legal advice or any guarantee of the nature or characteristics of the C-PACE voluntary special assessment lien. All interested parties are advised to seek their own counsel.
[15] DOE p. 6 n. 9.
[16] City Code §107-5(G)(d).

The program requires the following underwriting criteria, which are based in part on the guidelines developed by the Virginia Department of Mines, Minerals, and Energy and best practices in the C-PACE industry.

The **Total Loan to Value (LTV) Ratio** is the ratio of the total debt secured by the property (including the C-PACE financing) to the assessed or appraised property value. The purpose of setting a maximum LTV ratio is to ensure that there is sufficient collateral to secure the C-PACE assessment in the event of a default. The loan value should include the amount of C-PACE financing. The City will accept LTVs determined using either assessed value or appraised value. MAPA advises that it is important to accept property appraisals, and not rely solely on tax assessments, because assessment values may not reflect the actual saleable market value of a property with the proposed improvements.[17] If the Capital Provider obtains an appraisal during the loan approval process, then that appraisal will be used by the City for purposes of determining the LTV. The program's maximum allowable LTV is 90% consistent with DMME's recommendation. MAPA advises that, since the consent of existing mortgage lenders to the C-PACE assessment is required, it is highly unlikely that any property with a mortgage will obtain such consent if the property leverage poses a financial risk of default; and that C-PACE lenders' underwriting criteria typically take careful consideration that a property owner will be in good financial position to pay taxes as well as debt service each year.[18]

The **C-PACE assessment to value ratio** is the ratio of the C-PACE assessment to the value of the property, as determined by a recent appraisal, market study, or tax assessment.[19] The City's benchmark is set at 30%.

Savings to investment ratio (SIR) refers to the ratio of overall project savings to overall project costs. An SIR greater than one indicates a project whose savings are greater than the costs. DOE notes two primary benefits of calculating and disclosing the SIR in C-PACE projects:

- Increases net operating income (NOI). NOI is a property's revenue minus its operating expenses, including utility expenses and property taxes. If utility bill savings from a C-PACE project are greater than the loan payment, NOI will increase, all else being equal. NOI is used to determine a property's capitalization rate, or rate of return. A higher NOI results in a higher capitalization rate, which makes the property more attractive to potential buyers.

- Helps facilitate mortgage holder consent. Demonstrating to mortgage holders the potential for a C-PACE project to generate savings in excess of annual operating expenses (thus

[17] MAPA p. 47.
[18] MAPA p. 47.
[19] MAPA p. 47.

> increasing the building's NOI) provides an incentive to consent to the project because the owner is likely to be in an improved cash flow position. Even for projects in which expected savings do not exceed increased property taxes, C-PACE's long terms will probably impact NOI less negatively than other financing options. As a general principle, however, mortgage holders will need to be convinced that energy savings and utility bill projections have been produced by a professional and unbiased source.[20]

DOE also cautions that increased NOI is not the only reason for using C-PACE and not the only criteria that building owners and managers use to invest in energy projects. [21] According to DOE, there is no formal evidence that SIR requirements correlate to improved loan performance, though having an independent party-calculated SIR that is presented to the owner and the mortgage holder falls into the category of responsible due diligence.[22] DOE recommends that local programs consider giving borrowers the ability to move forward with a project regardless of whether the SIR is greater than one, requiring only the disclosure of the SIR without making SIR > 1 a requirement of financing eligibility.

MAPA also cautions that strict SIR requirements may have unintended consequences on program participation.[23]

The City recognizes that the many public and private benefits of energy efficiency improvements intended to be achieved through the program go beyond simple cost savings. Accordingly, it will follow DOE's and MAPA's recommendation. The program will require the disclosure to the Capital Provider, Borrower, and City of an independently-calculated SIR as part of the loan due diligence process, but will not make an SIR > 1 a requirement of program eligibility.

Debt service coverage ratio (DSCR) is defined as the net operating income (yearly gross revenue minus operating expenses including the C-PACE financing) divided by the total debt service. [24] The City will/will not require a minimum debt service coverage ratio for the following reasons: DMME recommends a DSCR equal to or greater than one, which indicates that a property generates enough revenue to cover its debt service. Together with the LTV, the DSCR should provide sufficient risk mitigation for lenders and borrowers. Likewise, DOE observes that properties with a DSCR greater than one should be able to cover their current debt obligations.[25]

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[20] DOE p. 25.
[21] DOE p. 25 n. 42.
[22] DOE p. 29.
[23] MAPA pp. 48 – 49.
[24] DMME p. 5.
[25] DOE p. 25.

MAPA does not recommend a specific DSCR, because Capital Providers should ensure that the property demonstrates sufficient cash flow to pay the C-PACE assessment.[26]

- **Draft loan agreement:**

Virginia law requires localities to adopt a draft loan agreement for C-PACE loans, and City Council did so as an appendix to Chapter 107 of the City Code. Each C-PACE loan agreement shall be in substantially the form established by the Ordinance, with such additions, deletions, or alterations as permitted by Chapter 107 of the City Code.

The key feature of the City's draft loan agreement is that it is a three-party agreement between the Capital Provider, Borrower, and the City. The purpose of adopting this approach is to achieve clarity, and to eliminate the potential for conflict that arises when several legal instruments govern the same transaction. The City's program requires this loan agreement structure.[27] The draft loan agreement puts all three parties literally on the same page.

Another key feature is the incorporation of protections for the City and the Capital Provider in the event of a Borrower default. As required by the ordinance, the draft loan agreement includes the Borrower's waiver of its right to bid at a foreclosure auction on the property, and waives several legal defenses to a foreclosure auction or collection suit.

The City recognizes that private lending institutions have pre-approved loan documents that they prefer, and that these documents may vary from institution to institution. The City will work with Capital Providers to adapt the draft loan agreement to their various institutional practices, within the parameters of the program.

Voluntary Special Assessment Lien

The C-PACE loan is secured by a voluntary special assessment lien on the Eligible Property. Relative to third-party liens, the voluntary special assessment lien has the same priority as the City's real estate tax lien. The Capital Provider records the C-PACE Memorandum in the office of the Clerk of the Circuit Court so there is notice of this lien in the record to any subsequent buyer, tenant, or lender. The C-PACE voluntary assessment lien runs with the land. If the property is sold to a new owner, the lien remains in place to secure the remainder of the loan payments, and the new owner will be liable for these future payments. Even in the event of a foreclosure on the propertyby the for unpaid real estate taxes, the C-PACE lien remains in place, and the portion of the loan that has not yet become due survives the foreclosure.[28]

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[26] MAPA p. 48.

[27] City Code §107-6(C).

[28] City Code §107-7(E).

Because the C-PACE voluntary special assessment lien will "outrank" pre-existing mortgages and liens on the Eligible Property, the Borrower is required to obtain the consent of the holders of these existing mortgages and liens before the C-PACE application is approved. This consent will take the form of a written subordination agreement, which must be executed by the holder of each mortgage, deed of trust or other lien on the Eligible Property. The written subordination agreement(s) are to be recorded with the C-PACE Memorandum and all recorded documents are to be provided to the **City Attorney.**

The role of the City Commissioner of Revenue and the City :

The Commissioner of Revenue and are elected public officials whose duties include real estate tax assessment (Commissioner of Revenue) and real estate tax billing, collection, and enforcement (.) Thus, each official has a role to play in the C-PACE program.

The Capital Provider must provide the Commissioner of Revenue with the original C-PACE voluntary special assessment amount for recordation in her land book records. If there are any changes to the anticipated yearly assessment, the Capital Provider must inform the Commissioner of Revenue on or before [**date**] so that she may update the land book, which is the basis of the 's billing and collection efforts.[29] If there is an assignment of the C-PACE loan, the Capital Provider must deliver a copy of the recorded C-PACE Assignment to the Commissioner of Revenue.[30]

Once the Commissioner of Revenue has recorded the C-PACE assessment in her land books, she delivers the books to the for use in billing and collection of real estate taxes and assessments, including the C-PACE voluntary special assessment. The will include the C-PACE loan installment in the real estate tax bill sent to the landowner, and collect the C-PACE loan payment. The will promptly process, deposit, and credit C-PACE installment payments no later than 45 days after receipt.

The has the duty to enforce the C-PACE voluntary assessment lien if the Borrower fails to make loan payments when they are due and owing. The has extraordinary powers of collection, including, if necessary, bringing a lawsuit to foreclose on the property in the Petersburg Circuit Court. The is authorized to foreclose on the property after June 30th following the first anniversary of any unpaid portion of the C-PACE assessment having become due.[31]

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[29] City Code §107-6(A).

[30] City Code §107-6(D).

[31] City Code §107-7(H); Code of Virginia §58.1-3965.1.

Application process; fees.

The application fee for participation in the City's C-PACE program is 0.5% of the C-PACE loan amount, up to $10,000.[32] The City will not begin to process the application until this payment is received. The application process is broken down into three steps, but the Borrower may provide all of the required information at any time.

The Borrower should file the C-PACE Project Application with the following documentation with the City Manager's office:

Step 1: Preliminary review and qualification:

- C-PACE Project Application
- Title insurance commitment
- Written subordination agreements
- Description of the Qualifying Improvements
- Independent third party technical energy assessment; weighted average useful life assessment;
- Lender Application, if applicable.

Step 2: Detailed review and qualification:

- Documentation of project costs
- Proposed loan amount and term
- Any proposed revisions to the draft loan agreement
- Property appraisal, if available **(Question: how to protect confidentiality?)**
- Savings to investment ratio
- Debt service coverage ratio. **Same question - FOIA**

Step 3: Final review:

- Borrower Certificate
- C-PACE Memorandum
- Yearly assessment
- Amortization schedule

Record	Reviewer
Project application	City Manager
Title insurance commitment	City Attorney
Written subordination agreement	City Attorney

[32] City Council may update these fees from time to time, upon recommendation of the City Manager.

Description of Qualifying Improvements	Building Code Official
Technical assessment; weighted average useful life assessment	Building Code Official
Lender application	City Manager
Documentation of project costs	Building Code Official
Proposed loan amount and term	City Manager
Any proposed revisions to the draft loan agreement	City Attorney
Property appraisal, if available	Commissioner of Revenue
Savings to investment ratio	Building Code Official
Debt service coverage ratio	Commissioner of Revenue
C-PACE Memorandum	City Attorney
Borrower Certificate	City Attorney
Yearly assessment	Commissioner of Revenue
Amortization schedule	

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **January 30, 2020**

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

THROUGH: Lionel D. Lyons, Deputy City Manager – Development

FROM: Reginald Tabor, Economic Development Manager

RE: **AN ORDINANCE TO ENDORSE A PROPOSED TOURISM DEVELOPMENT PROJECT, AND TO AUTHORIZE OTHER ACTIONS CONSISTENT WITH VIRGINIA TOURISM GAP FINANCING**

PURPOSE: An ordinance to endorse a proposed tourism development project, and to authorize other actions consistent with Virginia Tourism Gap Financing.

REASON: This ordinance will formally endorse the Hotel Development Project at 20 West Tabb Street as a tourism project for the purposes of allowing the project to qualify for the Commonwealth of Virginia Tourism Development Financing program.

RECOMMENDATION: It is recommended that the City Council adopts the Ordinance.

BACKGROUND: The City of Petersburg City Council established the Petersburg Tourism Zone pursuant to the Virginia Code Section 58.1-3851 by adopting 16-ORD-6 on February 2, 2016. This ordinance is in furtherance of the goals set forth in the City's Comprehensive Plan, Vision 20/20. Compliance with the Virginia Code Section 58.1-3851 requires approval and

certification by the Comptroller of the Commonwealth of Virginia, and the execution of a Performance agreement between the Developer and the City of Petersburg.

A Tourism Development Financing Program, administered by the Virginia Tourism Corporation, is a two-tiered gap financing program for qualified tourism development projects in Virginia. The Tourism Development Financing Program provides gap financing to support tourism-related development in designated Tourism Zones through a partnership between a Project Developer, the Locality and the Commonwealth of Virginia. The program requires a Performance Agreement between Commonwealth of Virginia, the Locality and the Developer, as well as a Tourism Development Plan.

Once the Project is completed and generating income, the Locality with the Virginia Department of Taxation performs quarterly reviews of Sales and Use taxes collected from the Tourism Development Project. One percent of the quarterly Sales and Use tax revenue generated from the Development Project is the amount each of the three partners contributes toward the debt service of the project until the debt is fully paid.

The Hotel Development Project at 20 West Tabb Street is a qualified tourism development project seeking to participate in the Virginia Tourism Development Financing Program. The total cost for the project is approximately $_____, and it will generate approximately _____ part-time and _____ full-time jobs. As a qualified Tourism Development Project, the Developer is eligible to apply for up to 30% of the total project costs for gap financing.

COST TO CITY: 1% of the quarterly Sales and Use Tax generated by the Project until the gap financing is repaid. The Developer and the Commonwealth of Virginia will also pay 1% of the quarterly Sales and Use Tax generated by the Project until the gap financing is repaid..

BUDGETED ITEM: N/A

REVENUE TO CITY: New Sales and Use Tax revenue beginning with the opening of the Hotel Development Project, associated other revenue from the project including, Meals, Lodging, and increased Real Estate Taxes.

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Tourism Corporation, the Virginia Resources Authority and the Commonwealth of Virginia Comptroller.

AFFECTED AGENCIES: The City of Petersburg Department of Finance, the City Assessor, the Commissioner of the Revenue, the Office of Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTIOIN: 16-Ord-06

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Ordinance

STAFF: Reginald Tabor, Economic Development Manager

ORDINANCE

AN ORDINANCE TO ENDORSE A PROPOSED TOURISM PROJECT, AND TO AUTHORIZE OTHER ACTIONS CONSISTENT WITH VIRGINIA TOURISM GAP FINANCING

WHEREAS, the Code of Virginia Section 58.1-3851, as amended authorizes localities to establish one or more tourism zones; and

WHEREAS, the city of Petersburg adopted Ordinance 16-ORD-06 on February 2, 2016 which established the Downtown Petersburg Tourism Zone pursuant to Code of Virginia Section 58.1-3851; and

WHEREAS, the City has determined that it would be advantageous to support economic activity that capitaliz3es on the City's locational advantages and economic assets by promoting downtown as the business, financial, and cultural center of the region and support efforts to promote Petersburg as a tourist destination; and

WHEREAS, the City has received an application from _____ (the Developer), requesting gap financing assistance pursuant to the Code of Virginia Section 58.1-3851.1, as amended for the Hotel Development Project at 20 West Tabb Street; and

WHEREAS, the property at 20 West Tabb Street is located within the City of Petersburg Tourism Zone; and

WHEREAS, the City finds that the Hotel Development Project will increase employment, fill a void identified in the Tourism Development Plan, and the Developer ha ssubmitted proof of the need for gap financing to the satisfaction of the city; and

WHEREAS, the City has submitted the Petersburg Tourism Development Plan to the Virginia Tourism Corporation, as required by the Code of Virginia Section 58.1-3851.1; and

WHEREAS, the Ctiy of Petersburg, the Petersburg Economic Development Authority, and the Developer, _____ will be required to enter into a performance agreement.

NOW THEREFORE BE ITORDAINED, that the City Council of the City of Petersburg endorses the Hotel Development Project at 20 West Tabb Street as a project that purposes of the Code of Virginia Section 58.1-3851.1, and accordingly, the City Council finds that the Hotel Development Project fills a void described in the Petersburg Tourism Development Plan.

BE IT FURTHER ORDAINED, that subject to the approval and certification of the State Comptroller of the Commonwealth of Virginia, and conditioned upon the execution of a performance Agreement between the Developer, the City of Petersburg and the Petersburg Economic Development Authority, the City Council hereby designates to the Hotel Development

Project at 20 West Tabb Street and directs, subject to appropriation of such funds, that an amount equal to the revenues generated by one percent (1%) of local sales and use tax generated by transactions on the premises of the Hotel Development Project, as allocated between the Hotel Development Project pursuant to the Performance Agreement to be entered into, be applied to the payment of principal and interest of the qualified gap financing for the Hotel Development Project for the duration and purposes set forth in the Code of Virginia Section 58.1-3851.1.

BE IT FURTHER ORDAINED, that this Ordinance shall be in effect immediately.

16-Ord-06
Adopted:02/02/16

AN ORDINANCE TO ADD SECTION 38-110 TO CHAPTER 38 OF THE 2000 CODE OF THE CITY OF PETERSBURG, VIRGINIA AS AMENDED BY ESTABLISHING A TOURISM ZONE PURSUANT TO VIRGINIA CODE § 58.1-3851

BE IT ORDAINED by the City Council of the City of Petersburg, Virginia, that, pursuant to the authority contained in Virginia Code § 58.1-3851, a tourism zone is hereby established on those lands within the boundaries of the tourism zone shown on the map attached as Exhibit A, which is incorporated herein as a part of this ordinance; and

BE IT FURTHER ORDAINED that the tourism zone established by this ordinance shall be named the "Downtown Petersburg Tourism Zone"; and

BE IT FURTHER ORDAINED that the purpose of the tourism zone will be to provide a gap financing mechanism authorized by Virginia Code § 58.1-3851.1 for those qualifying tourism development projects identified as critical and which address specific critical tourism infrastructure deficiencies under criteria to be established by the City Council in conjunction with satisfying all other requirements of Virginia Code § 58.1-3851.1.

Sec. 38.110 – Creation of the Downtown Petersburg Tourism Zone

(A) Introduction

Virginia Code 58.1-3851 authorizes Virginia localities to establish, by ordinance, one or more tourism zones for the purpose of granting tax incentives and providing regulatory flexibility to qualified businesses.

The purpose of the Downtown Petersburg Tourism Zone is to facilitate the establishment and growth of businesses that (1) increase capital investment and create jobs, (2) increase the inventory of tourism-related businesses, and (3) enhance public amenities, attractions, and revenue.

The Petersburg Downtown Tourism Zone overlaps the city's existing Enterprise Zone, Central Business District, and historic districts. There are currently incentives in these areas. The Tourism Zone adds additional resources that businesses can receive through the Virginia Tourism Corporation. The City of Petersburg will enter into performance agreements with qualified new and expanding businesses within this zone.

(B) Boundaries

The boundaries of the Petersburg Tourism Zone are as follows: the south bank of the original channel of the Appomattox River; thence along the said south bank in an easterly direction to Poor Creek; thence along Poor Creek to East Bank Street; thence eastwardly along the centerline of East

Bank Street to a point which is the intersection of East Bank Street with the northern projection of Patrick Street; thence southwardly along the said northern projection of Patrick Street and along the centerline of Patrick Street to Nottoway Street; thence westwardly along Nottoway Street to Accomack Street; thence southwardly along Accomack Street to Wythe Street; thence westwardly along Wythe Street to I-95; thence southwardly along the centerline of I-95 to its intersection with the eastward projection of the centerline of Surry Lane; thence westwardly along the projected and actual centerline of Surry Lane to South Sycamore Street; thence southwardly along the centerline of South Sycamore Street to Shore Street; thence westwardly along the centerline of Shore Street to Halifax Street; thence northwardly along the centerline of Halifax Street to Independence Street; thence westwardly along the centerline of Independence Street to South Jones Street; thence northwardly along the centerline of South Jones Street to Lee Avenue; thence westwardly along the centerline of Lee Avenue to South Street; thence northwardly along the centerline of South Street to West High Street; thence westwardly along the centerline of West High Street to its intersection with the abandoned right-of-way of the Seaboard Coast Line Railway; thence northwardly along the centerline of said right-of-way to the Appomattox River, said river being the northern city limits of the City of Petersburg, Virginia; thence along the northern city limits to the point of beginning.

(C) Eligibility Requirements

(1) Economic incentives and regulatory flexibility may be made available to any new or expanded business which seeks to attract customers from the Tri-Cities region and beyond. The business must advance the city's strategic goals and the city's Comprehensive Plan. The business must commit to a performance agreement based upon investment, historic preservation, jobs, sales revenues, or other significant criteria. Examples of eligible business include retail trade establishments, eating establishments, museums, bed and breakfasts, hotels, theaters, cultural art centers, health clubs/fitness centers, conference centers, commercial parking garages, and commercial recreation facilities.

(2) An existing business must make a capital investment of at least $125,000.00 or create and sustain at least 5 new full time jobs in order to be eligible for economic incentives or regulatory flexibility. A new business must make a capital investment of at least $250,000.00 or create and sustain at least 10 new full time jobs in order to be eligible for economic incentives or regulatory flexibility.

(3) Economic incentives may be provided for up to ten years through the performance agreement. In the case of multi-year incentives, the business shall establish its qualification for the incentives on an annual basis.

(D) Rules and Regulations

Rules and regulations prescribing procedures effectuating the purpose of this chapter shall be promulgated by the City Manager and approved by the City Council.

(E) Administration

The Downtown Petersburg Tourism Zone will be administered through the Petersburg Office of Economic Development.

(F) Effective

This ordinance shall be effective immediately.

Ordinance 14-Ord.06
adopted by the City of Petersburg Council
of the City of Petersburg on:
February 2/2014

Clerk of City Council

Mayor

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **January 30, 2020**

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

THROUGH: Lionel D. Lyons, Deputy City Manager – Development

FROM: Reginald Tabor, Economic Development Manager

RE: **A Public Hearing regarding a Proposal to Purchase and Develop City-owned property at 602 Commerce Street and consideration of an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property**

PURPOSE: For the City Council to hold a public hearing on February 4, 2020, regarding a Proposal to Purchase and Develop City-owned property at 602 Commerce Street and consideration of an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property.

REASON: To hold a public hearing and consider an Ordinance that authorizes the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

RECOMMENDATION: It is recommended that the City Council holds a public hearing on February, 2020 and subsequently considers adoption of an Ordinance approving and authorizing the City Manager to execute a Purchase Agreement and proceed with the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City has received a proposal from High Street Lofts, LLC to purchase the following City-owned property:

Parcel ID	Premise	Street	Proposed Use
23050800	602	Commerce Street	Parking

High Street Lofts, LLC proposes to use the property for parking, especially for tenants of the adjacent apartment development.

The parcel is one of three former sections of 400 Commerce Street, which was purchased from the City of Petersburg in 2010. The parcel was not separated when the deed was recorded and the description of the property purchased from the City by High Street Lofts, LLC includes one of the three sections. High Street Lofts, LLC would like to purchase only one of the remaining two portions, addressed as 602 Commerce Street.

The City Assessor has provided the assessed value of the .82 acre parcel at 602 Commerce Street, which totals $30,300. According to the City Assessor, it is based on the proportional size of the property and the assessed value of the former combined parcel at 400 Commerce Street.

The offer price is $10,000, which considers real estate taxes paid by High Street Lofts, LLC for the combined parcel at 400 Commerce Street, which included property owned by the City of Petersburg because the portion of the parcel purchased by High Street Lofts, LLC in 2010 was not separated from the City-owned parcel when the deed was recorded.

In accordance with applicable legal requirements, A public hearing is required prior to approving and authorizing the sale of City-owned property. The City Council scheduled the public hearing during their January 7, 2020 meeting.

COST TO CITY: Conveyance of Real Property

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes.

CITY COUNCIL HEARING DATE: February, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTIOIN: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Ordinance, Assessment, Property Report, Maps

STAFF: Reginald Tabor, Economic Development Manager

ORDINANCE

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the Sale of the City-owned property at 602 Commerce Street

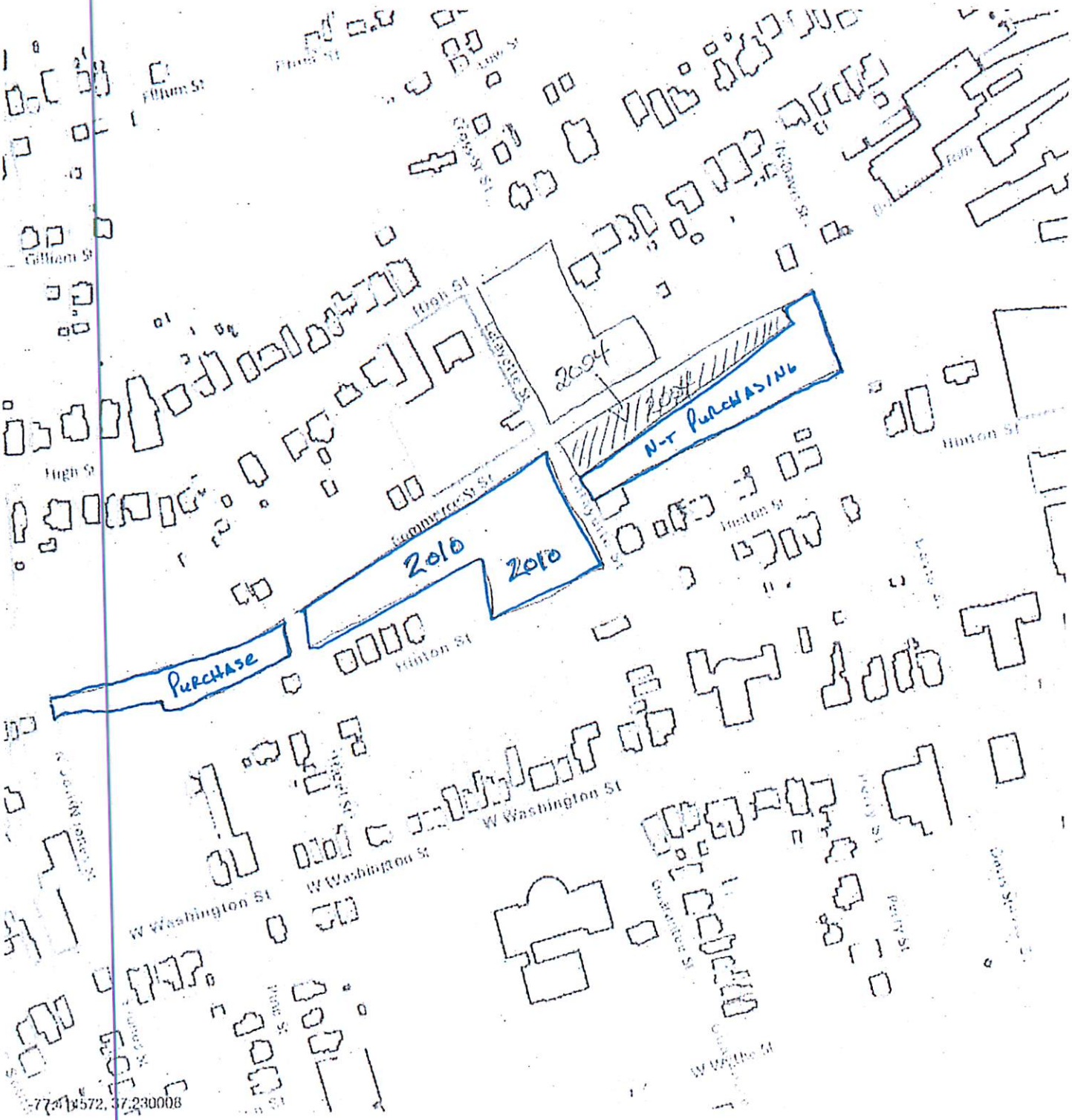
WHEREAS, the City of Petersburg has received a proposal from High Street Lofts, LLC to purchase the City-owned property at 602 Commerce Street for parking; and

WHEREAS, The potential benefits to the City include parking for the adjacent Apartment Development; and

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with High Street Lofts toward the Sale and development of the City-owned property at 602 Commerce Street.

(ht' ".petersburgva.gov/)



-77.41x572, 37.230008

Proposal to Purchase City-Owned Property

Purchaser

Project Name	High Street Lofts		
Property Address	602 Commerce Street		
Parcel Number	23050800	Acreage 0.82	Bldg SF 0
Year Constructed	N/A		
Project Developer	High Street Lofts, LLC		
Contact Name	Robert W. Miller, Jr.		
Address	116 E. Franklin Street	Phone	
	Richmond, VA 23219		
Email	robin.miller@robinmillerassociates.com		
Experience/Qualifications	20+ Years of real estate developer experience		
Development Description	Parking only		
Offered Purchase Price	$ 10,000.00	Total Investment	
Description of Financing (%)	Cash		
Community Benefit	Parking for residents of real estate projects nearby		
Due Diligence Period (months)	0		
Construction Start Date	None	Completion Date	
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

			Yes	No
Outstanding Obligations				
Proposed Land Use	Parking			
Comp Plan Land Use		Conformance	X	
Zoning	M-1	Conformance	X	
Enterprise Zone			X	
Rehab/Abatement				X
New Construction				X
Historic District				
Assessed Value	$ 30,300.00	Appraised Value	$ -	Date
City Revenue from Sale	$ (20,300.00)			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 409.05	$ 2,045.25	$ 8,181.00
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total Tax Abatement	$ -	$ -	$ -	$ -
Total Tax Revenue	$ -	$ -	$ -	$ 8,181.00
Costs to the City	$ -	$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ -	$ -	$ -

Staff Recommendation			
Committee Recommendation		Comm. Review Date	
Last Use (Public)			
Council Decision		Council Review Date	
Disposition Ord #		Ord Date	

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **January 28, 2020**

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Nykesha D. Jackson, Clerk of City Council

RE: **Consideration of re/appointment to the Planning Commission**

PURPOSE: To consider re/appointments to the Planning Commission.

REASON: The term of six of the City's representatives expired and there are four vacancies.

RECOMMENDATION: Recommend Council make re/appointments to the Planning Commission.

BACKGROUND: The Planning Commission consists of 4 at-large members and 7 members appointed by City Council.

The duties of the Board include, but are not limited to, the following: Promote the orderly development of the City and its environs; serves primarily in an advisory capacity to the City Council in matters pertaining to land use, future development, and capital improvements..

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: February 4, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Boards and Commission Excel Sheet and re/appoint applications

STAFF: Nykesha D. Jackson, Clerk of City Council

2020 Boards and Commissions

	PLANNING COMMISSION				
	Number of members: 11				
TERMS	**APPOINTMENTS**	**WARDS**	**Appointed**	**NEW APPLICANTS**	**WARDS**
10/20/15 - 09/30/18	Tammy L. Alexander, 110 Liberty Street	Ward 5		Gianna Grier, 614 High Street	Ward 5
10/20/15 - 09/30/19	Elizabeth M. McCormack, 251 Grove Avenu	Ward 4	6/20/2017	Cynthia Richardson, 3300 Johnson Road	Ward 7
09/30/16 - 09/30/20	Conrad Gilliam, 1200 Woodland Road	Ward 3	6/20/2017	Gerry Rawlinson, 1749 S. Sycamore Street	Ward 3
02/28/12 - 09/30/16		Ward 6		Michael Edwards, 409 Grove Street	Ward 4
10/20/15 - 09/30/19	Brenda Henderson, 936 Cool Springs Drive	At-Large		David Coleman, 1213 Hamilton Street	Ward 6
11/14/06 - 09/30/10		Ward 1		Marie Vargo, 410 Grove Avenue	Ward 4
02/03/15 - 09/30/19	Patricia Miller, 1732 S. Halcun Drive	Ward 7	6/20/2017	Chloe N. Carter, 250 E. Bank Street	Ward 5
09/30/16 - 09/30/20			6/20/2017	Thomas S. Hairston, 1201 Halifax Street	Ward 6
02/03/15 - 09/30/19	Fenton L. Bland, 1840 S. Westchester Drive	At-Large		James Norman, 3201 Hastings Road	Ward 7
3/17/2015 - 09/30/19				Brenda Henderson, 936 Cool Springs Drive	
3/17/15 - 09/30/19	William Irvin, 26 Perry Street	At-Large		Patricia Miller, 1732 S. Halcun Drive	
	AUTHORITY:				
	Code of Virginia, Title 15.1, Chapter 11; City Code, Section 2-156 (City Council Ordinance #2630 adopted January 1937) Amended 9/5/95 - Ordinance #95-32 - Increasing membership to eleven.			**COMPOSITION:**	
	MEETING DATE AND TIME: Monthly, first Wednesday, 6pm at the Petersburg Public Library.			Nine (11) voting members, one from each of the seven (7) wards and four (4) at large appointed by the City Council; Director of Planning, Director of Public Works, ex officio members.	
	STAFF LIAISON:				
	Michelle Peters, Director of Planning and Community Development			**TERMS:**	
	135 North Union Street			Four (4) years	
	Petersburg, VA 23803				
	(804) 733- 2312				

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 30, 2020

TO: Honorable Members of Council

FROM: Mayor Samuel Parham

RE: Resolution to Amend Rule III, Section 3 of the Rules of Council Pertaining to Appropriations to allow Adoption of such legislation on the same day they are first presented to Council

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PURPOSE: To amend the Rules of Council to allow adoption of ordinances and resolutions appropriating money exceeding $1,000 to be adopted on the same date that it is introduced.

REASON: Requested by Mayor.

RECOMMENDATION: Requested by Mayor.

BACKGROUND: Rule III, Section 3 of the Rules of Council currently requires that "No ordinance or resolution appropriating money exceeding the sum of $1,000; imposing taxes or authorizing borrowing of money shall pass on the date of introduction." The proposal would amend that language to "No ordinance or resolution ~~appropriating money exceeding the sum of $1,000~~ imposing taxes or authorizing borrowing of money shall pass on the date of introduction."

COST TO CITY: $0

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: N/A

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: N/A

STAFF: Anthony C. Williams, City Attorney

RESOLUTION TO AMEND RULE III, SECTION 3 OF THE RULES OF COUNCIL PERTAINING TO APPROPRIATIONS TO ALLOW ADOPTION OF SUCH LEGISLATION ON THE SAME DAY THEY ARE FIRST PRESENTED TO COUNCIL

WHEREAS, on January 7, 2020, City Council approved 20-R-01 adopting the Rules of Council with approved changes; and

WHEREAS, a proposal has been made to amend Rule III, Section 3 of the Rules of Council pertaining to limitations on adoption of ordinances appropriating funds to allow such resolutions and ordinances making such appropriations to be adopted upon the dates of introduction; and

WHEREAS, under the proposed revisions, the restrictions would still apply to the imposition of taxes and borrowing of money; and

WHEREAS, it is the belief of Council that the adoption of such a revision would serve the best interests of the City and facilitate more efficient operations.

NOW therefore be it RESOLVED that Rule III, Section 3 of the Rules of Council is hereby amended and readopted as follows:

> **Section 3. Approval Requirements for Certain Ordinances and Resolutions.** No ordinance or resolution appropriating money exceeding the sum of One Hundred Dollars ($100.00), imposing taxes or authorizing the borrowing of money, shall be passed except by a recorded affirmative vote of a majority of Council Members. No ordinance or resolution ~~**appropriating money exceeding the sum of $1,000**~~ imposing taxes or authorizing borrowing of money shall pass on the date of introduction. The vote on such ordinance or resolution shall be taken by "ayes" and "nays" and shall be entered on the journal, and the affirmative vote of a majority of Council Members shall be necessary for its passage. No ordinance or resolution amending or changing the rate of license fees or taxes imposed by the City of Petersburg shall pass on the day of its introduction.