



# City of Petersburg Virginia

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## City Council Meeting

**November 18, 2025**  
**Petersburg Library**  
**201 W. Washington Street**  
**Petersburg, VA 23803**  
**5:00 PM**

### City Council

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

### City Administration

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

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1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
    - a. Recognition of 2025 UNCF Keeper of the Flame Award Honoree Wayne Crocker, Director of Library Services, Petersburg Public Library
  6. **Presentations**
    - a. Overview of Crater District Area Agency on Aging Services — Renata Sharnick, Chief Executive Officer
  7. **Responses to Previous Public Information Posted**
  8. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. Minutes of Previous Meetings: - Pages 4-17
      - November 5, 2025 Closed Session
      - November 5, 2025 City Council Work Session
    - b. Adoption of the 2026 Petersburg City Council Meeting Calendar – Pages 18-22
    - c. Adoption of the FY 2027 Budget Calendar – Pages 23-24
    - d. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Clarifying and Updating Regulations on Recreational Substance Retail Uses by Defining Vape Shop and Cigar Lounge Uses and Specifying Their Allowance in the City – Pages 25-41
    - e. First Read and to Schedule a Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 42-43
    - f. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve a Request by Rudalma Mata, on behalf Ruth Investments, LLC, to Rezone Property at 318 Irving Street, Parcel ID 006050012 from the M-2, Heavy Industrial District to the R-3, Two-Family Residence District – Pages 44-76

- g. First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and I AM POWER to Purchase the City-Owned Properties at 35 and 17 Bank Street, Located in Petersburg, VA – Pages 77-154
- h. First Read & To Schedule a Public Hearing for Consideration of an Amendment to the FY26 General Fund – Pages 155-156
- i. Consideration of a Resolution Authorizing the City Manager to Execute a Lease Agreement Between the City of Petersburg and Mama's House Too, LLC for Property Located at 595 Old Wagner Road, Suites C & D (Tax Parcel 083-010805) – Pages 157-169

## 9. Official Public Hearings

- a. A Public Hearing for Consideration of an Amendment to the FY26 Grants Fund – Pages 170-171
- b. A Public Hearing for Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget – Pages 172-176
- c. A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 106 of the City Code to Include Article XIII - Local Disposable Plastic Bag Tax – Pages 177-181
- d. A Public Hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board that an Unapproved Shed in the Front Yard of 214 South Adams Street in the Poplar Lawn Historic District Should Be Removed Until Its Permanent Location is Reviewed and Approved – Pages 182-202
- e. A Public Hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board to Deny the Construction of Stairs and a Walkway for a Subterranean Entrance at 214 S Adams Street in the Poplar Lawn Historic District – Pages – 203-220
- f. A Public Hearing to Consider Amendment to Ordinance Sections 106-8 and 106-10 Personal Property Tax to Change Due Dates, and Section 110-115 Change the Due Date for Vehicle License Fee – Pages 221-237
- g. A Public Hearing to Vacate an Alley Between 223 and 227 Kentucky Avenue – Pages 238-254
- h. A Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street – Pages 255-265

## 10. Public Information Period

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

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

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

**12. Items removed from Consent Agenda**

**13. Finance and Budget Report**

- a. Department of Finance Monthly Update – Pages 266-272

**14. Unfinished Business**

- a. Consideration of an Ordinance to Approve a Request by Chris Winslow of Winslow, McCurry & MacCormac, PLLC, on Behalf of SP-Thirteen Properties, LLC, for a Special Use Permit to Operate an Assisted Living Facility at 36 West Fillmore Street, Parcel ID 022360001, in the R-B Office-Apartment Zoning District – Pages 273-312
- b. Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Updating and Clarifying Sign and Advertising Regulations to Address Ongoing Complaints and Issues Pertaining to Certain Advertising Devices Throughout the City – Pages 313-350
- c. Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street – Pages 351-367
- d. Consideration and Adoption of Resolution Appointing and Reappointing Members to Boards and Commissions – Pages 368-385
  - Crater Youth Care Commission
  - Petersburg Redevelopment Housing Authority
  - Petersburg Arts Council
  - Community Development Block Grant Advisory Board
  - Architectural Review Board
  - Greater Reach Community Services Board

**15. New Business**

**16. City Manager's Report and Special Reports**

- a. 2026 Legislative Agenda

**17. Business or reports from the Clerk**

**18. Business or reports from the City Attorney**

**19. Adjournment**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025  
**TO:** The Honorable Mayor and Members of City Council  
**THROUGH:**  
**FROM:**  
**RE:** **Minutes of Previous Meetings:**  
- November 5, 2025 Closed Session  
- November 5, 2025 City Council Work Session

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**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 11052025 Closed Session Minutes
2. Petersburg CC 11\_05\_25

The Closed Session Meeting of the Petersburg City Council was held on Wednesday, November 5, 2025, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:07 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/360014>.

**1. ROLL CALL**

Present:

Charles Cuthbert, Jr., Councilor – Ward 4  
Arnold Westbrook, Jr., Councilor – Ward 7  
Annette Smith-Lee, Councilor - Ward 6  
Samuel Parham, Mayor – Ward 3  
Darrin Hill, Vice Mayor – Ward 2

Absent:

Marlow Jones, Councilor – Ward 1 (Late)  
W. Howard Myers, Councilor – Ward 5

Present from City Administration:

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

A quorum of the City Council was present.

**2. CLOSED SESSION**

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

- a. §2.2-3711(A)(3) of the Code of Virginia for the Purpose of Discussion or Consideration of the Acquisition of Real Property for a Public Purpose and the Disposition of Publicly Held Real Property Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body, Specifically Including But Not Limited to the Acquisition and Disposition of Real Property; and
- b. §2.2-3711(A)(7) and (8) of the Code of Virginia for the Purpose of Receiving Legal Advice and Status Update from the City Attorney and Legal Consultation Regarding the Subject of Actual or Probable Litigation and Specific Legal Matters Requiring the Provisions of Legal Advice by the City Attorney, Specifically Including But Not Limited to Discussion Regarding the Legal Requirements of Chapter 41 of Title 58.1 of the Code of Virginia; Petersburg Circuit Court Case No.: CL25000745-00; and Other Probable Litigation and Legal Matters Requiring the Advice of the City Attorney; and
- c. §2.2-3711(A)(29) of the Code of Virginia for the Purpose of Discussion Regarding the Subject of Award of a Public Contract Involving the Expenditure of Public Funds, and Discussion of the Terms or Scope of Such Contract, Where

Discussion in an Open Session Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body

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

There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting Yes: Cuthbert, Westbrook, Smith-Lee, Hill, and Parham; No: N/A; Abstain: N/A; Absent: Jones and Myers.

The Council entered Closed Session at 3:09 p.m.

Council Member Jones arrived.

**CERTIFICATION**

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

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

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

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

**2025-RES-049      A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED**

The City Council returned to the open session at 5:02 p.m.

Mayor Parham entertained a motion to amend the agenda to include a Resolution to Amend the Interim Agreement for the New Consolidated Courthouse.

Vice Mayor Hill made a motion to amend the agenda to include a Resolution to Amend the Interim Agreement for the New Consolidated Courthouse. Council Member Smith-Lee

seconded the motion.

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

Mayor Parham entertained a motion to adopt the Resolution to Amend the Interim Agreement for the New Consolidated Courthouse.

Vice Mayor Hill made a motion to adopt the Resolution to Amend the Interim Agreement for the New Consolidated Courthouse. Council Member Smith-Lee seconded the motion.

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

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

**3. ADJOURNMENT:**

City Council adjourned at 5:03 p.m.

DRAFT

The work session of the Petersburg City Council was held on Wednesday, November 5, 2025, at the Petersburg Public Library. Samuel Parham called the meeting to order at 5:03 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/360016>

**1. ROLL CALL:**

Present:

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

Absent:

W. Howard Myers, Councilor -- Ward 5

Present from City Administration:

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

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

A quorum was present.

**3. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATION**

- a. Proclamation Honoring Grand Basileus Ricky Lawrence Lewis, and Declaring November 15, 2025, as Grand Basileus Ricky L. Lewis Day

Mayor Parham presented the Proclamation Honoring Grand Basileus Ricky Lawrence Lewis, and Declaring November 15, 2025, as Grand Basileus Ricky L. Lewis Day.

Members of the Omega Psi Phi Fraternity accepted the Proclamation.

**4. PUBLIC COMMENTS**

Marlo Green, 301 Rolfe Street, stated that she would like to inform Council and the public of a few upcoming events hosted by OCR Community Empowerment Group. She said that the first event, an African American tour, was scheduled for November 16, 2025, from 12:00 p.m. to 3:00 p.m. They would be utilizing the Petersburg trolley to visit Pocahontas Island and other African American locations and sites throughout the City. The event would be free and over 60% of tickets were already sold.

Ms. Green said that the second event, Stories by Candlelight, would tell the history of the Jared House. She said that this event would take place on December 4, 2025, 7:00 p.m. to 8:00 p.m. at the Appomattox Event Center. She said that tickets were available for early bird discounts until November 10, 2025, and VIP tickets were still available. She said that she would like to express her gratitude to Mr. Altman for his letter of support regarding the Jared House, although they were unable to secure the Black and Indigenous People of Color

(BIPOC) grant they had applied for. She said that she planned to continue writing grants to explore options for the Jared House.

Ms. Green said that she had obtained an estimate from an architectural firm, which gave a cost of approximately \$118,000 for the renovations and community engagement work. She said that she hoped the City would be able to contribute a portion of that so they could work together to get the Jared House in a usable state. She said that she was also pleased to announce that they had received a grant through the Environmental Protection Agency (EPA), which would provide \$75,000 for capacity building and hiring additional staff. She said that this grant would also enable them to collaborate with Marquis Allen from Park and Recreation to create a master plan for the park areas on Pocahontas Island. She said that this would require community support and engagement Citywide so they planned to create something that would be utilized effectively by local residents.

Ms. Green said that she was excited to receive the award in the next week or two, as it was the first successful grant they had received for this type of work. She said that she did not want to always ask the City for funding; she wanted to bring in funding from other sources, and she appreciated the City's support as always.

Otis Hill, 6th Street, signed that he wanted to know if the City could provide a picture of a fire system provided to the deaf community for carbon monoxide safety. He asked for that picture so he could share copies with the Virginia Deaf Association, as they had expressed interest in learning more about this initiative and wanted to present it to other communities in Virginia. He signed that it was from a while ago, around April 18, 2023, and he was unsure if they could find that newspaper because he was not sure where to look.

March Altman, City Manager, suggested that Joanne Williams, Public Information Officer, may be able to coordinate and find that information for Mr. Hill.

Sharon Johnson, 619 Summit Street, said that she would like to offer a compliment and a question. Her compliment was that she recently visited the park. She said that she was impressed by the newly painted tennis courts and the large signs. It was a breath of fresh air, so she wanted to thank Council for that. She stated that two weeks prior, she visited Petersburg High School, where she noticed they were building a training center. However, upon her return a couple of days ago, she noticed how it had improved. It looked wonderful and she wanted to give thanks to Council for their hard work. She also wanted to acknowledge the hard work of the Parks and Recreation Department. She said that it was one thing to just fulfill a job description, but when people truly cared and loved the work, it showed. Sometimes, they overlooked the dedication and commitment that went beyond the job requirements and appreciated the extra effort that Parks and Rec put into their work.

Ms. Johnson said that her question was regarding a project that was scheduled to be presented before Council, with over 300 pages of information. She was surprised by the complexity of the issue. She said that as a constituent of Petersburg, she had noticed that the City Council's responsibilities had increased significantly over the past couple of years. She said that with the excitement and growth in the City, she expected this trend to continue. While it was easy to get elected and sit on this stage, the real work was in making it look easy. She would like to know what she could do to support the Council in getting a raise.

Ms. Johnson said that many items had been included on their agendas, but she had not heard anything about Council getting a raise. She said that the Council had demonstrated dedication, commitment, and love for the City, she believed their income should increase along with the increase in responsibility. If necessary, she would be willing to gather signatures to advocate for a raise. She said that she was not aware of the current compensation structure, but she knew for certain that they needed to be paid more.

Cheryl Brown said that she would like to address the comments she had heard from the public regarding the "knee-jerk reaction" of Petersburg's cleanup efforts in relation to the casino. She said that she would like to

set the record straight, as this was not necessarily true. When she made a request to clean up Exit 52 coming into the City, she was pleased to see that Petersburg took immediate action and addressed the issue. In fact, it had been a pleasure driving into the City since then. She also said that she wants to commend the City's efforts to beautify downtown, which was not solely due to the casino. She appreciated the hard work of the municipal and City workers, and she asked Council to thank them on her behalf. She said that she knew it was not easy work, but it was also not a knee-jerk reaction on the part of the City. They had been very expeditious and methodical about improving the City.

Ms. Brown said that she noticed that there were book nooks near Virginia State University (VSU), and there was a food bin on Henton Street that she had stumbled upon by accident. She said that as a result, she decided to fill the bin, but it quickly emptied. She said that if the City would like to point out the locations of other bins, her organization and she would be happy to help fill them. She said that they could make a difference, especially during times when benefits were being cut. They could not do everything, but each person could do something, so she would like to offer her service in that capacity.

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

a. Minutes of Previous Meetings:

- August 9-11, 2025, Council Advance
- September 16, 2025, Closed Session
- October 7, 2025, Closed Session
- October 7, 2025, Work Session
- October 21, 2025, Closed Session
- October 21, 2025, City Council Meeting

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

c. First Read and Schedule a Public Hearing for Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget

d. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 106 of the City Code to Include Article XIII – Local Disposable Plastic Bag Tax

e. First Read and a Public Hearing for Consideration of an Amendment to Ordinance Sections 106-8 and 106-10 Personal Property Tax to Change Due Dates, and Section 110-115 Change the Due Date for Vehicle License Fee

f. First Read and Schedule a Public Hearing to Vacate an Alley Between 223 and 227 Kentucky Avenue

g. First Read and Schedule a Public Hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board that an Unapproved Shed in the Front Yard of 214 South Adams Street in the Poplar Lawn Historic District Should be Removed Until Its Permanent Location is Reviewed and Approved

- h. First Read and Schedule a Public Hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board to Deny the Construction of Stairs and a Walkway for a Subterranean Entrance at 214 South Adams Street in the Poplar Lawn Historic District

Council Member Westbrook made a motion to approve the Consent Agenda as presented. Council Member Smith-Lee seconded the motion.

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

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

**6. SPECIAL REPORTS**

There were no items under this portion of the agenda.

**7. MONTHLY REPORTS**

There were no items under this portion of the agenda.

**8. FINANCE AND BUDGET REPORT**

There were no items under this portion of the agenda.

**9. CAPITAL PROJECTS UPDATE**

There were no items under this portion of the agenda.

**10. UTILITIES**

There were no items under this portion of the agenda.

**11. STREETS**

There were no items under this portion of the agenda.

**12. FACILITIES**

There were no items under this portion of the agenda.

**13. ECONOMIC DEVELOPMENT**

There were no items under this portion of the agenda.

**14. CITY MANAGER'S AGENDA**

- a. Increasing the Water and Sewer Fund Accounts Collection Rate
- b. Increasing the Water and Sewer Fund Rates
- c. Transferring the Stormwater Fees to the Real Estate Tax Bills

March Altman, City Manager, stated that he must apologize to Council, as he had committed to bringing the first three items on the City Manager's Agenda back to Council with schedules and suggestions for

implementation. Unfortunately, he did not take into account the fact that the City's audit was being finalized by staff so it could be submitted on time in December, and that took precedence. He said that he apologized to Council for the delay, but staff would be prepared to present information on these items at their work session in January 2026.

Council Member Cuthbert said that he was glad to hear that the Annual Comprehensive Financial Report (ACFR) would be filed on time. He said that this was important, as it affected their bond rating and demonstrated their commitment to meeting deadlines. He thanked the City Manager again and would be glad to hear when it was done. He asked City Manager Altman when they could expect the ribbon-cutting for the South Side Depot to take place.

City Manager Altman said that they were aiming for December 12, 2025, as the official opening date for South Side Depot.

d. Downtown Improvements

Jamie Fagan provided an update to Council, reporting on a number of improvements and ongoing projects in their downtown area. He stated that this work had been guided by three core principles: providing a safe experience for their citizens and visitors, providing the best visual appearance for their visitors and citizens, and providing a friendly and easy-to-use experience for their citizens and guests. Although some of the work they had done may not have been immediately visible, there were many subsurface, foundational issues that needed to be addressed first. He provided updates on improvements and fixes made to lighting, electrical systems, landscaping and weed control, power washing the brick sidewalks, streetscaping, road and parking lot resurfacing, signage, and holiday decorations.

City Manager Altman added that there would be a Christmas tree in front of the historic courthouse this year, which was a change from its usual location at the train station.

Mayor Parham thanked Mr. Fagan and Ms. Williams for all their hard work on these initiatives to make their City look great.

Vice Mayor Hill thanked staff for making all these improvements possible. He said that he would be working with the City Clerk and Ms. Williams to schedule a business roundtable meeting to discuss other potential improvements they could make to assist their local businesses. He noted that although trash and littering had seen marked improvements, he noticed some people still were clearly choosing to litter even with trash cans nearby. He asked his fellow community leaders and citizens to please do better and hold each other accountable. He emphasized that keeping the streets clean was an important facet of their community's respect for their environment and overall wellbeing. He thanked the public for all the efforts so far in this regard.

Vice Mayor Hill asked City Manager Altman if there was some way they could address an organization on Sycamore Street that left food outside. He said that he understood that it was done with the intent of feeding people in need, but they did not secure the food, and it was often subject to bad weather conditions and may be more hazardous than helpful.

Council Member Westbrook said that he had a concern about vegetation management around the City. He asked if staff had a schedule for removing the dead weeds after they sprayed them in order to ensure they cleaned up the debris.

Mr. Fagan replied that yes, they did that for the properties they were in charge of. He said that he was trying to establish a collaborative effort with the other properties they could not control. He completely agreed with Council Member Westbrook's concern, but it was difficult to do it comprehensively.

Council Member Smith-Lee thanked staff for all of the work they had been doing. She said that the improvements were very noticeable now, even from a distance. She looked forward to seeing the rest of the projects completed.

Council Member Jones asked for more information about the art show they would be hosting at the South Side Depot.

Ms. Williams said that this would be a new initiative, and she was attempting to collaborate with Petersburg Area Art League (PAAL) to create a gallery space in two rooms that would be available for rotating art shows. The first show would feature an artist from Richmond, who had never exhibited in Petersburg before. She had reached out to him because PAAL planned to bring large groups of visitors from Richmond, and she wanted to showcase their visitor center and encourage them to spend money in Petersburg. From then on, she planned to promote Petersburg artists, as well as artists from the region, to participate in the gallery space.

Council Member Jones asked how closely staff was working with their new City Arborist to ensure all of their work was following the appropriate best practices for tree care and maintenance.

Mr. Fagan confirmed that yes, the City Arborist was working with them on their tree installations and care.

Council Member Jones thanked staff for the excellent signage they had installed downtown; it was noticeable and impressive. He noted that while downtown was seeing some visible improvements, he would like the trees, grass, and lighting improved in the area along Wagner Road and Berkley Manor, between the casino and downtown.

City Manager Altman explained that this effort was focused on the corridor from Wagner Road to Route 460, extending to Crater, Sycamore, and into the downtown area. He said that he brought up Route 460 because they anticipated people arriving from Interstate 295, so they needed to address the entire corridor. He said that this was part of their long-term plan, which was currently concentrated on downtown before expanding to rest of the City. He noted that they would be getting a new street sweeper to assist with maintenance as well. He said that there were some long-term plans that had not yet been fully realized, such as streetscaping designs for the downtown area and the corridor he previously mentioned.

Council Member Jones said that he understood there were some long-term aspects of this work, but he could attest that the Wagner Road and Berkley Manor area was feeling neglected and needed some basic care. He added that the traffic control and speed bumps were very well-received, so he wanted to thank staff for that.

City Manager Altman agreed that they needed to improve the maintenance and upkeep of that area. He asked Council Member Jones to please let his constituents know that they were not forgotten; the work was on their list and they were working their way down the corridor.

Mr. Fagan added that he spoke with his superintendent this morning and he could confirm there would be crews on Crater Road by next week at the latest for maintenance.

Council Member Cuthbert thanked staff for all the improvements shared in Mr. Fagan's presentation this evening. He said that it was very exciting to see, as it was a symbol of all of staff's hard work and a symbol of the City turning a corner. It raised their collective self-esteem, which was crucial in so many areas of society and life. He emphasized that there was a positive consequence to improving their environment, and Council thanked staff for all they had done. He agreed with Council Member Jones that this was just the beginning, and everyone was energized by this good work.

Mayor Parham said that he was looking forward to the South Side Depot opening on December 12.

- e. Governor's State of Emergency and Virginia Emergency Nutrition Assistance (VENA) Initiative and Potential Fiscal Impacts of a Prolonged Federal Shutdown

William D'Aiuto, Director of Social Services, provided a brief update on the prolonged federal government shutdown, which had now become the longest in the nation's history, and the impacts it had on the Supplemental Nutrition Assistance Program (SNAP), as well as potential financial impacts on reimbursements the City relied on for funding daily operations. He said that regarding the SNAP program, on October 28, 2025, Governor Youngkin declared a state of emergency to leverage state general revenue and ensure that Virginia SNAP recipients would receive food assistance in November, as the federal shutdown did not fund SNAP for November.

Mr. D'Aiuto said that October's funding was already available, so there was no impact to the October issuance, nor to the City's reimbursements for daily operations in October. The Governor's declaration created the Virginia Emergency Nutritional Assistance (VENA) Program to provide a weekly benefit to current SNAP recipients as of October. The benefit would be delivered on a weekly basis. The purpose of the weekly issuance was to protect state general revenue, as the federal government would not reimburse the state of Virginia for VENA program assistance.

Mr. D'Aiuto said that this gave the state flexibility, as seen with the recent court ruling and the president's announcement that U.S. Department of Agriculture (USDA) would use \$5.2 billion to cover November benefits, but only enough to cover 50% of the November issuance. USDA notified the states yesterday of that fact. He clarified that he did not have details on the timing of when the benefits would be issued. The Virginia Department of Social Services (VDSS) was working behind the scenes to transfer funds from the federal government to the state, and then to the Electronic Benefits Transfer (EBT) vendor conduit to manage card issuance and balances. This process involved many moving parts, and things were changing by the day.

Mr. D'Aiuto explained that for Virginia SNAP recipients, the VENA program's first payments were issued on Monday, and those were for the first third of recipients who normally received their SNAP benefits on the 1st of the month. There was a two-day delay in this issuance. Today, the second third was issued to SNAP recipients who received their benefits normally on the 4th. And on Friday, the last third of Virginia SNAP recipients would receive the first week of their 25% monthly allotment. For example, if a recipient's allotment was \$400, they would receive \$100 on their card this week. A flyer was available, which he thanked the City Clerk for providing, and it was also posted on the City website.

Mr. D'Aiuto said that they had not heard of any problems so far with the issuance. They had anticipated a large increase in client flow, but foot traffic had not actually increased. They were receiving phone calls from current recipients with questions, and their team was fielding those as they came in. Tomorrow, all local directors will be briefed by VDSS at a statewide meeting, where they expect to receive some details on the SNAP issuance for November. They hoped to get an estimated timeline for when this would occur. If it was a week or several weeks out, thankfully, they had the VENA program.

Mr. D'Aiuto stated that those weekly allotments would continue to be dispersed to current recipients as of October and would stop once federal SNAP benefits began to be issued again. As he mentioned earlier, the November issuance would be 50% of what recipients normally receive. However, for Virginia residents, the situation was different. The federal funding for SNAP benefits typically came into play on the third week of the month. By that time, recipients would have already received two weeks of their normal allotment. As a result, Virginia SNAP recipients should remain whole in terms of what they would have received. Their benefits would remain on their EBT cards and would not be pulled back from the state.

Mr. D'Aiuto stated that next, he would like to discuss the potential fiscal impacts of a prolonged shutdown. Their City budget was fully funded by the City, and they relied on federal and state reimbursement every month for their operating expenses and services provided to child welfare and adult protection clients. Their budget was approximately \$12 million. The City's reimbursement match rate was 15.5 percent for all operational costs and administrative costs. On average, the combined reimbursements from the federal government and the state of Virginia for the first three months of this fiscal year were around \$843,000. 50 percent of that came from the federal government, and 34.5 percent came from the state of Virginia.

Mr. D'Aiuto stated that they were informed by the state of Virginia Department of Social Services Commissioner a few weeks ago that because they had to make whole all of the local departments for their expenditures in October, the state would cover the full 84.5 percent reimbursement. However, if the shutdown continued through November, the Department was at risk of not receiving reimbursement for their November expenditures, or at least until the government reopened.

Mr. D'Aiuto stated that in previous federal shutdowns, Congress would approve retroactive reimbursements to states that received federal revenue, but they did not know, in this current administration and state of affairs, whether there would be a retroactive reimbursement. This was why the state had put all local departments and municipalities on notice that they may lose some revenue reimbursement, depending on how long the government shutdown continued. He added that last week, City Manager Altman had emailed the Governor's Office to request that the state fund the full reimbursement for the month of November to mitigate the impact on local government, as part of the emergency declaration the Governor had issued. The Governor's Office had forwarded this request to the Commissioner of the Virginia Department of Social Services, who had acknowledged it. However, as of today, they had not received a response.

Mr. D'Aiuto stated that they were currently operating as normal, delivering all their services. He said that the only impacts were related to the SNAP program, which he had previously outlined. He said that one program they were unable to implement was the Crisis Assistance program, a 100% federally funded initiative that provided assistance with heating service deposits, repairs, or new equipment. He said that last year, they had served 106 individuals through this program, so the impact was relatively small. He said that they were still accepting applications, which began on November 1. He said that unfortunately, they could not process them until the federal government reopened. He concluded that otherwise, they were operating as usual.

Mayor Parham thanked Mr. D'Aiuto for all that he did. He knew that they were working out ways to manage this situation and were working on providing further assistance to their local food pantries. He asked anyone interested in working with their food pantries to please contact City Clerk Hill to coordinate that.

Council Member Jones said that he definitely wanted to assist with donating food as well as cooking hot meals with their local food pantries. He asked how many people relied on assistance in the City.

Mr. D'Aiuto said that as of the end of September, the City had approximately 6,298 households and 11,089 individuals participating in SNAP, which accounted for roughly 34 percent of the City's residents.

Council Member Jones asked for clarification regarding whether VENA would only partially fund SNAP benefits.

Mr. D'Aiuto clarified that VENA would fully cover SNAP benefit amounts for recipients but would be distributed on a weekly basis rather than a monthly one. Therefore, if a recipient's monthly SNAP benefit was \$400, VENA would disburse \$100 per week to the recipient.

Council Member Jones expressed concern that working through this situation was not only a stressor on the recipients of these benefits but also on their Social Services staff, who likely would be working overtime to handle all of these new issues.

Mr. D'Aiuto said that they were continuing to work overtime, as discussed during their meeting with City Manager Altman. He said that one of the ways they aimed to reduce their exposure to potential lack of federal and state reimbursement was by reducing overtime. However, this could have unintended consequences, such as a reduced ability to respond to situations as effectively as they could.

Council Member Jones said that it was concerning to him that they had to rely on reimbursements from the federal or state governments that seemed to be unreliable. He asked if the City could consider establishing programs in the future to provide self-sufficiency. He suggested that they could look into fast-tracking employment opportunities for those on government assistance so they could depend on steady income for their needs. He stated that it was dangerous to rely on programs that could be taken away in this way. He would greatly appreciate if the City could find a way to provide for its own citizens and encourage them to be self-sufficient so they did not have to look to the state or federal governments for help.

City Manager Altman stated that when they met last week to prepare for this Council presentation, one of the conversations they had was about developing opportunities for workforce development. They discussed how individuals who were currently receiving SNAP benefits would soon be required to start working, which could potentially create a built-in workforce for the City. He said that this benefit requirement could be met through employment, volunteer hours, and other means.

City Manager Altman said that they began this conversation with Mr. D'Aiuto last week regarding how they might be able to implement this to foster self-sufficiency. He said that given the 34-percent figure, which represented a third of the City, they recognized the need to get a significant portion of the population up and running. He confirmed that they were committed to working towards this goal and clearly heard Council Member Jones' concern.

Council Member Jones asked if a team would be assembled to work through this crisis. He emphasized that they could take care of themselves if they put their minds to it.

Mr. D'Aiuto replied that they could start to put together some preliminary plans for what that would look like as a collaboration within the City to encourage and incentivize SNAP recipients who were required to work to volunteer or connect them with paid employment opportunities. He said that it would probably take about a month to put together a brief proposal.

Council Member Jones suggested that the Housing Authority should be involved in this work as well.

City Manager Altman said that regarding the \$800,000 reimbursement, they should expect to receive their November payment soon. He said that if they continued into a federal shutdown in December, they would have a certain period of time to continue operating without interruption. He said that when they reached a breaking point, they would reassess. However, they would continue to provide updates at Council work sessions to keep everyone informed of their progress. It was essential for the Council to be aware of the situation from a policymaking perspective. He said that Mr. D'Aiuto would be attending the statewide conference and should return tomorrow with some more detailed information. Furthermore, they would post confirmed information to the City website for their citizens' awareness.

Council Member Jones asked if, in the worst-case scenario, they would be able to make it through until the new year.

City Manager Altman replied that if the shutdown ended in December, they would likely be fine as the new year came around. However, if the shutdown continued into the third or fourth quarters of the fiscal year, they would need to reevaluate some things. He noted that per Council's policies, they had a Budget Stabilization Fund and an Emergency Fund that could be used to address any situations that arise. However, he hoped that since elections were over this year, they would see some movement on policy development.

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

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

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

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

Mayor Parham stated that before they adjourned, he wanted to congratulate Paul Mullen, their Treasurer, who was elected last night. He further congratulated Commissioner of Revenue Brittany Flowers, Tiffany Buckner, their Commonwealth Attorney, and Sheriff Crawford. He also welcomed their new Delegate, Kimberly Pope Adams.

**17. ADJOURNMENT**

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

The City Council adjourned at 6:29 p.m.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Tangi Hill

**RE:** **Adoption of the 2026 Petersburg City Council Meeting Calendar**

**PURPOSE:** Pursuant to Code of Virginia § 2.2-3707, meeting notices are posted at least three working days prior to a meeting, except for special meetings which are noticed as soon as reasonable under the circumstances. The City of Petersburg posts its notice of regular public meetings for the calendar year following adoption of the annual meeting calendar. The calendar will be posted on the board near the clerk's office for public viewing and the city's website.

**REASON:** Pursuant to Code of Virginia § 2.2-3707, meeting notices are posted at least three working days prior to a meeting, except for special meetings which are noticed as soon as reasonable under the circumstances.

Every public body shall give notice of the date, time, location, and remote location, if required, of its meetings by:

1. Posting such notice on its official public government website, if any;
2. Placing such notice in a prominent public location at which notices are regularly posted; and
3. Placing such notice at the office of the clerk of the public body or, in the case of a public body that has no clerk, at the office of the chief administrator.

**RECOMMENDATION:** Adopt 2026 City Council Meeting Calendar.

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 11/18/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

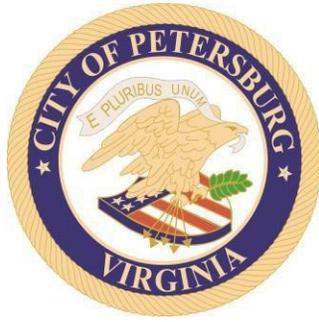
**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Council Meeting Calendar Memo 2026



# City of Petersburg

Clerk of City Council  
City Hall

Suite 210  
Petersburg, VA 23803

## MEMORANDUM

**Date:** November 18, 2025

**To:** All Department Heads

**From:** Tangi R. Hill, Clerk of Council

**Subject:** 2026 Council Agenda Schedule and Agenda Request Timeline

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### **Council Meetings:**

City Council Meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. There are no meetings during the month of August. The Work Sessions will be on the first Tuesday of the month and the Regular City Council Meetings will take place on the third Tuesday of the month.

Please note that the November Work Session will be held on Wednesday, November 4, 2026 due to Elections Day. There is only one meeting in the month of December, scheduled for the 2<sup>nd</sup> Tuesday on December 8, 2026.

### **Agenda Request Deadlines:**

Agenda requests and reports are due on Tuesday, two weeks prior to the scheduled council meeting or work session. They will need to be uploaded onto the CivicClerk portal and then approved by administration to be added to the agenda.

Agenda requests and reports for the December 8, 2026, meeting will be due on Monday, December 1, 2026.

### **Notes for Agenda Items:**

Some items that require advertisement for public hearings include, but are not limited to disposing of property, vacating of right-of-ways, and changes/additions to City Code.

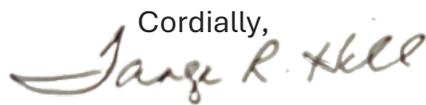
- Most Public Hearings need to run in the newspaper **twice**.
- If you're unsure if your request requires a public hearing, please send a message to

[thill@petersburg-va.org](mailto:thill@petersburg-va.org) for clarification.

- Changing of an ordinance or resolution will require a first reading at one meeting and then the next meeting will consist of action on the agenda request.
- Any water rates or fees that need to be changed must be introduced at one meeting and then action at the next meeting.
- If you need an additional day to load an agenda item on CivicClerk, please reach out to me.

**2026 Calendar**

	** Submit Request by this day to add to the agenda on this Council Meeting date to the left.
<b>Council Meeting and Work Session Dates</b>	<b>Agenda Items due by COB</b>
January 6 (Work Session)	December 23
January 20	January 6
February 3 (Work Session)	January 27
February 17	February 10
March 3 (Work Session)	February 24
March 17	March 10
April 7 (Work Session)	March 24
April 21	April 14
May 5 (Work Session)	April 28
May 19	May 12
June 2 (Work Session)	May 26
June 16	June 9
July 7 (Work Session)	June 30
July 21	July 14
September 1 (Work Session)	August 25
September 15	September 8
October 6 (Work Session)	September 29
October 20	October 13
November 4 (Work Session)	October 27
November 17	November 10
December 8	December 1

Cordially,  


Tangi R. Hill  
 Clerk of City Council



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:**

**FROM:**

**RE:** Adoption of the FY 2027 Budget Calendar

**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. FY27 Budget Calendar



**I AM  
PETERSBURG  
VIRGINIA**

**City of Petersburg  
Department of Finance  
144 N. Sycamore St.  
Petersburg, Virginia 23803  
(804) 324-5760**

**Garry Cozier  
[gcozier@petersburg-va.org](mailto:gcozier@petersburg-va.org)  
Budget & Grants Manager**

## **MEMORANDUM**

**To:** John, M. Altman, City Manager  
City Council

**From:** Garry Cozier, Budget Manager

**Subject:** FY27 Budget Calendar

Below is the proposed Budget Calendar for FY27.

- Budget Kickoff Meeting November 19-20, 2025
- Distribute Agency Budget Instructions & Templates November 30, 2025
- Agency Budgets due to Finance January 2, 2026
- Recommend to CM February 2, 2026
- Departmental Budget Meetings February 16-20, 2026
- CM Proposed Budget March 3, 2026
- Council Budget Meetings March 9-20, 2026
- Community Budget Meetings April 6-10, 2026
- Public Hearing May 5, 2026
- City Council Adoption of Budget May 19, 2026

**Cc:** Leon Glaster, Interim Chief Financial Officer  
Kenneth Miller, Deputy City Manager



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** March Altman, Jr.

**RE:** **First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Clarifying and Updating Regulations on Recreational Substance Retail Uses by Defining Vape Shop and Cigar Lounge Uses and Specifying Their Allowance in the City**

**PURPOSE:** To consider an ordinance clarifying the regulations for recreational substance retail uses, particularly vape shops within the city.

**REASON:** Due to ongoing challenges with the regulation of recreational substance retail uses throughout the city, including vape shops, City Council has directed staff to draft an amendment to the Zoning Ordinance for further clarification on how these uses are defined and permitted.

**RECOMMENDATION:** Planning Commission recommended approval of the amendment as drafted in a 7-0 vote

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

1. Prior to July 30, 2024 - Facilities involving retail sale and use of tobacco and vaping products were considered by-right uses allowed in the B-1, B-2, B-3. and M-1 Zoning Districts
2. March - June, 2024 – Staff worked with Planning Commission on recommendation for ordinance to introduce regulations for these facilities.
3. July 30, 2024 – City Council adopted 2024-ZTA-03 which defined “recreational substance retail” uses and limited those uses to the M-1 Zoning District subject to an approved special use permit
4. September 2, 2025 - Following a presentation by Planning staff on challenges with application and enforcement of 2024-ZTA-03, City Council directed staff to bring an ordinance which would clarify the allowance of vape shops in the city to address ongoing challenges with enforcement of the provisions from 2024-ZTA-03 to the Planning Commission for consideration and recommendation
5. November 6, 2025 - Planning Commission held a public hearing on the drafted text amendment and recommended approval as drafted in a 7-0 vote.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 2025-ZTA-08 Memo
2. ZTA-08 Presentation
3. Draft Ordinance
4. Draft Text Amendment



# City of Petersburg

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

## MEMORANDUM

**DATE:** December, 2025

**TO:** Mayor and City Council

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

**RE:** 2025-ZTA-08: Consideration of an ordinance to amend the Zoning Ordinance of the City of Petersburg for the purpose of clarifying and updating regulations on recreational substance retail uses by defining vape shop and cigar lounge uses and specifying their allowance in the City

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### EXECUTIVE SUMMARY:

Due to ongoing challenges with the regulation of recreational substance retail uses throughout the city, including vape shops, City Council has directed staff to draft an amendment to the Zoning Ordinance for further clarification on how these uses are defined and permitted. The proposed amendment introduces definitions specifically addressing nicotine vapor products, vape shops and cigar lounges, and clarifies these uses are allowed only in the M-1, Light Industrial Zoning District subject to an approved special use permit and at least 1,000 linear feet from any child day care center or school.

### CHRONOLOGY OF EVENTS:

1. Prior to July 30, 2024 – Facilities involving the retail sale and use of tobacco and vaping products were considered to be by-right uses allowed in the city's B-1, B-2, B-3, and M-1 Zoning Districts.
2. March – June, 2024 – staff worked with Planning Commission on recommendation for ordinance to introduce regulations for these facilities.
3. July 30, 2024 – City Council adopted 2024-ZTA-03 which defined "recreational substance retail" uses and limited those uses to the M-1 Zoning District subject to an approved special use permit.

4. September 2, 2025 – City Council directed staff to bring an ordinance which would clarify the allowance of vape shops in the city to address ongoing challenges with enforcement of the provisions from 2024-ZTA-03 to the Planning Commission for consideration and recommendation.
5. November 6, 2025 – Planning Commission recommended approval of the text amendment as drafted.

#### **BACKGROUND:**

On July 30, 2024, City Council adopted 2024-ZTA-03, an amendment to the Zoning Ordinance to address the growing number of facilities in the city where the primary operation was the sale of tobacco and vaping products. Like many localities across the state, the City had concerns over the number of these uses and the availability of their products to teens. 2024-ZTA-03 included the following components:

- “Recreational substances” were defined as products made from tobacco, noncombustible products containing nicotine and vaping fluid, and materials made from
- “Recreational substance retail, off-site use” was defined for facilities where these substances were sold if the substances accounted for more than 25% of the store’s overall inventory or more than 15% of the store’s display shelf area.
- “Recreational substance retail, on-site use” was defined for facilities where products could be used on the premises.
- Recreational substance retail uses were added to the list of uses requiring a special use permit, with an automatic requirement that the facilities be at least 1,000 linear feet from any child day care or public, private, or parochial school

Since the adoption of 2024-ZTA-03, staff have faced challenges in effectively applying and enforcing the provisions and meeting the original intent of the ordinance to limit the availability of products like vaping devices. Major challenges have included:

- **Uses tied to inventory and display areas:** While the definitions adopted provided specific quantities of products that would constitute a recreational substance retail use, staff has found it difficult to ensure that businesses are strictly adhering to these limits. Continuous inspections are required, and these tend to be tedious for both staff and business owners as the total display area and the area of each product considered to be a recreational substance must be calculated. Additionally, staff generally do not have access to inspect overall product inventory.
- **Business license permitting and code enforcement:** In several cases, businesses have registered themselves convenience stores or grocery stores and proceeded to open as recreational substance retail facilities. Despite certifying that the inventory of recreational substances was below the maximum threshold, these businesses exceeded the thresholds and, in some cases, market the business specifically towards the sale of these products. This is made more challenging due to First Amendment protections on

business names and advertisements. In these cases, staff have had to pursue zoning violations against the businesses directly following their opening.

- **Distinction between land use types:** Many businesses in the city such as gas stations, convenience stores, and grocery stores routinely offer tobacco products for sale. While the intent of the ordinance was not necessarily to restrict these uses, the thresholds on shelf-space and inventory could potentially classify one of these businesses as a recreational substance retail use.

### Proposed Changes

The proposed amendment comprises the following:

- 1) The current definitions for recreational substances and recreational substances retail, off-site have been removed in favor of the newly proposed definitions.
- 2) Recreational substance retail, on-site use has been redefined to “cigar lounge” for clarification.
- 3) The following new definitions have been introduced:
  - a. *Nicotine Vapor Products: Any noncombustible product containing nicotine or vaping fluid that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form, including liquid nicotine. "Nicotine vapor product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, closed system, open system, or similar product or device and any cartridge or other container of nicotine in a solution or other form, including liquid nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device.*
  - b. *Vape Shop: Any establishment, facility, or location whose business operation involves the sale of nicotine vapor products. An establishment, facility, or location whose operation includes the sale of tobacco products other than nicotine vaping products, such as cigarettes, cigars, smokeless tobacco and pipe tobacco, shall not be considered a vape shop unless nicotine vapor products are offered for sale.*
- 4) Article 23, Section 4(36) has been amended to state that vape shops and cigar lounges are limited to the M-1, Light Industrial Zoning District with a special use permit and separated by at least 1,000 linear feet from any child day care or school.

The amended and newly introduced definitions are intended to eliminate any confusion over what is meant by “recreational substances” by using clear terminology that spells out exactly what products and facilities are being regulated. The definitions will also make permit reviews and code enforcement significantly simpler by removing the need to quantify how much of a business’s inventory or display space consists of vape products and to determine if a business might be considered under a different classification even if it sells vape products. With the new

definitions, any business that includes the sale of vape products would meet the definition of “vape shop,” regardless of amount.

With the proposed amendment, the Ordinance will clearly state that the special use permit and separation requirement would apply only to facilities meeting the definitions of either “vape shop” or “cigar lounge.” Businesses which include the sale of tobacco products, such as grocery or convenience stores, would not be subject to these provisions unless they also include the sale of nicotine vapor products.

**COMPREHENSIVE PLAN CONSIDERATIONS:**

While the Comprehensive Plan does not provide guidance specific to vape shops or cigar lounges, the plan does stress the importance of healthy citizens and communities. Public health is identified as one of the key themes of the plan, which commits the City to making decisions “intended to advance public health and safety” over the next 20 years.

The Comprehensive Plan also includes considerations for a diverse economy and states the City should ensure support for new businesses, particularly small businesses and general retail such as grocery stores and pharmacies, which are noted as the most desirable types of non-residential land uses based on public engagement.

In keeping with the Comprehensive Plan, the major goal of this text amendment is to improve the overall health of the public by reducing smoking rates, particularly among the City’s youth. The amendment will also clearly differentiate between vape shops and more traditional retail facilities that may sell tobacco products and ensure that the ordinance is placing limitations only where intended.

**RECOMMENDATION:**

Planning Commission recommended approval of the text amendment as drafted in a 7-0 vote.

CITY COUNCIL  
MEETING

DECEMBER,  
2025

## 2025-ZTA-08:

Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of clarifying and updating regulations on recreational substance retail uses by defining vape shop and cigar lounge uses and specifying their allowance in the City

# Background

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- Prior to July 30, 2024 – Facilities involving the retail sale and use of tobacco and vaping products were considered to be by-right uses allowed in the city’s B-1, B-2, B-3, and M-1 Zoning Districts.
- March – June, 2024 – staff worked with Planning Commission on recommendation for ordinance to introduce regulations for these facilities.
- July 30, 2024 – City Council adopted 2024-ZTA-03 which defined “recreational substance retail” uses and limited those uses to the M-1 Zoning District subject to an approved special use permit.
- September 2, 2025 – City Council directed staff to bring an ordinance which would clarify the allowance of vape shops in the city to address ongoing challenges with enforcement of the provisions from 2024-ZTA-03 to the Planning Commission for consideration and recommendation.

# 2024-ZTA-03 Challenges

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- “Recreational substance retail, off-site use” was defined for facilities where these substances were sold if they accounted for more than 25% of the store’s overall inventory or more than 15% of the store’s display shelf area; this has proven difficult to quantify and enforce
- Business License and Permitting Process: Businesses register under false pretenses resulting in Zoning Violations immediately after opening (e.g. claiming to be convenience or grocery stores)
- Distinction between land use types: Uses like gas stations, convenience stores, and grocery stores routinely offer tobacco products for sale but are distinctive from “vape shops” or “cigar lounges”

# Proposed Changes

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- Remove complicated definitions for “recreational substances” and “recreational substances retail, off-site use” in favor of updated, more direct definitions
- Redefine “recreational substance retail, on-site use” to “cigar lounge” for clarification
- Introduce new definitions for “nicotine vapor products” and “vape shops”
- Clarify that any uses qualifying as a vape shop or cigar lounge would be limited to the M-1, Light Industrial District subject to an approved special use permit and at least 1,000 linear feet from any child day care or school

# New Definitions

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Nicotine Vapor Product - Any noncombustible product containing nicotine or vaping fluid that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form, including liquid nicotine. "Nicotine vapor product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, closed system, open system, or similar product or device and any cartridge or other container of nicotine in a solution or other form, including liquid nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. (From VA State Code)

Vape Shop - Any establishment, facility, or location whose business operation involves the sale of nicotine vapor products. An establishment, facility, or location whose operation includes the sale of tobacco products other than nicotine vaping products, such as cigarettes, cigars, smokeless tobacco and pipe tobacco, shall not be considered a vape shop unless nicotine vapor products are offered for sale.

# Comprehensive Plan Considerations

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- Public health is identified as one of the key themes of the plan, which commits the City to making decisions “intended to advance public health and safety” over the next 20 years.
- “The quality of the built environment has profound impacts on community health. Petersburg will strive to build upon elements that support a healthy community”
- City should ensure support for new businesses, particularly small businesses and general retail such as groceries stores and pharmacies which are noted as some of the most desirable types of non-residential land uses

# Additional Considerations

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- Text reflects direction from City Council to specifically define and regulate vape shops and remove ambiguity that can lead to zoning violations
- Distinction is made between vape shops and more traditional retail uses that may include sale of tobacco products; ordinance remains supportive of businesses in general, but clear on limitation of vape shops/cigar lounges
- Overall goal is to simplify and clarify the ordinance so that it can be more easily interpreted, applied, and enforced

# Recommendation

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On November 6, 2025 Planning Commission recommended approval of the text amendment as drafted in a 7-0 vote.

**AN ORDINANCE TO AMEND AND READOPT ARTICLE 3. - DEFINITIONS AND ARTICLE 23. -  
SUPPLEMENTARY USE REGULATIONS – SPECIAL USES, AS SET FORTH IN THE ZONING ORDINANCE OF  
THE CITY OF PETERSBURG, TO CLARIFY AND UPDATE REGULATIONS ON RECREATIONAL SUBSTANCE  
RETAIL USES BY DEFINING VAPE SHOP AND CIGAR LOUNGE AND SPECIFYING THEIR ALLOWANCE IN  
THE CITY.**

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 3. – Definitions and Article 23. – Supplementary Use Regulations – Special Uses and the purpose of these sections is to define and regulate uses of property within City limits; and

WHEREAS, The City of Petersburg adopted 2024-ZTA-03 on July 30, 2024 which defined recreational substances and recreational substance retail uses and clarified these uses were allowed in the M-1, Light Industrial Zoning District only and subject to an approved special use permit; and

WHEREAS, staff have faced challenges with application and enforcement of the provisions adopted through 2024-ZTA-03, including difficulty determining whether a business meets the definition of recreational substance retail based on display area and inventory, businesses licensing themselves as convenience stores or grocery stores and opening as recreational substance retail uses, and confusion over how the provisions would apply to existing general retail uses that include tobacco sales; and

WHEREAS, on September 2, 2025, City Council directed staff to draft an amendment to the Zoning Ordinance for the consideration that would clearly distinguish between vape shops, cigar lounges, and other general retail uses and introduce simpler metrics for classifying these uses; and

WHEREAS, the proposed amendment would clarify the Zoning Ordinance by replacing the definitions of recreational substances and recreational substance retail uses with definitions of nicotine vapor products, vape shops, and cigar lounges and specifying that a facility would be considered a vape shop if any nicotine vapors were sold; and

WHEREAS, the proposed amendment would differentiate vape shops and cigar lounges from more traditional retail uses that include the sale of tobacco products for off-site use and limit these uses to the M-1, Light Industrial Zoning District at least 1,000 linear feet from any child day care or private, public or parochial school, and subject to an approved special use permit; and

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

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby approve an ordinance amending and readopting Article 3. – Definitions and Article 23.- Supplementary Use Regulations – Special uses as indicated in Exhibit A.

## EXHIBIT A

### Section 2. Definitions.

*Nicotine vapor product.* Any noncombustible product containing nicotine or vaping fluid that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form, including liquid nicotine. "Nicotine vapor product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, closed system, open system, or similar product or device and any cartridge or other container of nicotine in a solution or other form, including liquid nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device.

*Recreational substances.* Recreational substances includes the following:

- (1) Any product made of tobacco including cigarettes, cigars, smokeless tobacco, and pipe tobacco.
- (2) Any noncombustible product containing nicotine or vaping fluid that employs a heating element, power source, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other form.
- (3) Any product, including any raw materials from hemp that are intended to be consumed by inhalation.

*Recreational substances retail, off-site use.* (i) the retail sale of recreational substances and (ii) includes recreational substances as 25% or more of its total inventory or 15% or more of its total display shelf area.

*Recreational substances retail, on-site use Cigar lounge.* Any establishment, facility, or whose business operation allows the on-site use of recreational substances any product made of tobacco including cigarettes, cigars, smokeless tobacco, and pipe tobacco. A vape shop shall not be considered a smoking lounge.

*Vape Shop.* Any establishment, facility, or location whose business operation involves the sale of nicotine vapor products. An establishment, facility, or location whose operation includes the sale of tobacco products other than nicotine vaping products, such as cigarettes, cigars, smokeless tobacco and pipe tobacco, shall not be considered a vape shop unless nicotine vapor products are offered for sale.

**ARTICLE 23. SUPPLEMENTARY USE REGULATIONS—SPECIAL USES**

**Section 4. Special uses enumerated.**

The following special uses may be approved by the council, as provided in this article:

- (36) ~~Recreational substances retail (both off-site and on-site use)~~ **Vape shop or cigar lounge** located at least 1,000 linear feet from the property line of any child day care center or public, private, or parochial school, such to be permitted within the M-1 district only.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** Garry Cozier - Budget Manager

**FROM:** March Altman, Jr.

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

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

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

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

**BACKGROUND:** VA Department of Historic Resources (DHR) has awarded the Planning & Community Development Department with a grant for preservation of Centre Hill Mansion \$24,000 with a match from the City in the same amount.

**COST TO CITY:** \$48,000

**BUDGETED ITEM:** Grant

**REVENUE TO CITY:** \$24,000

**CITY COUNCIL HEARING DATE:** 12/9/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** Planning & Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Grant Ordinance - DHR Centre Hill

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

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

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

<b>Previously adopted Revenues</b>	<b>\$0.00</b>
<b>ADD:</b>	
<b>DHR Centre Hill Grant</b>	<b>\$24,000</b>
<b>Total Revenue</b>	<b>\$24,000</b>

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

<b>Previously adopted Expenditures</b>	<b>\$0.00</b>
<b>ADD:</b>	
<b>DHR Centre Hill Grant</b>	<b>\$24,000</b>
<b>Total Expense</b>	<b>\$24,000</b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** March Altman, Jr.

**RE:** **First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve a Request by Rudalma Mata, on behalf Ruth Investments, LLC, to Rezone Property at 318 Irving Street, Parcel ID 006050012 from the M-2, Heavy Industrial District to the R-3, Two-Family Residence District**

**PURPOSE:** Consider request to rezone property at 318 Irving Street from M-2, Heavy Industrial to R-3, Two-Family Residence

**REASON:** The City received a petition from Rudalma Mata, Ruth Investments, LLC, to rezone the property for the purpose of constructing a single-family dwelling.

**RECOMMENDATION:** Approval as requested

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

1. August 13, 2025 - Staff received petition by applicant to rezone the property
2. November 6, 2025 - Planning Commission recommended approval of the rezoning in a 6 (aye) and 0 (nay) vote.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 25-REZ-04 Memo
2. REZ-04 Presentation
3. Ordinance 25-REZ-04
4. Application
5. Deed
6. Zoning Map
7. Future Land Use Map
8. Historic Core Neighborhood
9. M-2 Uses
10. R-3 Uses
11. Adjoining Property Owners



## City of Petersburg

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

# MEMORANDUM

**DATE:** November 6, 2025

**TO:** Planning Commission

**FROM:** Planning and Community Development

**RE:** 2025-REZ-04: Consideration of an ordinance to approve a request by Rudalma Mata, on behalf of Ruth Investments LLC, to rezone property at 318 Irving Street, Parcel ID 006050012 from the M-2 Heavy Industrial District to the R-3 Two-Family Residence District

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### EXECUTIVE SUMMARY:

The City has received a request to rezone property at 318 Irving Street from the M-2, Heavy Industrial District to the R-3, Two-Family Residence District for the purpose of constructing a single-family dwelling on the lot. All existing development on Irving Street is residential and the property is designated primarily as a Historic Core Neighborhood on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan.

### CHRONOLOGY OF EVENTS:

1. August 13, 2025 – Petition for rezoning received
2. November 6, 2025 – Planning Commission held a public hearing and recommended approval of the request in a 6-0 vote.

### BACKGROUND:

The subject property is located on the west side of Irving Street and approximately 0.11 acres in area. Irving Street is approximately 20-feet-wide and runs for less than one-tenth of a mile (about 430 feet). The street has a mix of zoning with the northern portion zoned M-2, Heavy Industrial and the southern portion zoned R-3, Two-Family Residence, but development on the street is entirely residential, consisting of five single-family dwellings.

The subject property is currently within the M-2 District which allows for a range of heavy industrial uses, including manufacturing, processing, storage, and distribution as well as data centers and large farms and plant nurseries. Residential uses are not allowed in the M-2 District apart from dwellings for watchmen or caretakers for industrial or farming uses.

The applicant is seeking to rezone the property to the R-3, Two-Family Residence Zoning District to allow for the construction of a single-family dwelling to match the existing development on Irving Street. The R-3 District allows for development of single-family and two-family dwellings (duplex) as well as educational and religious institutions.

According to the deed of sale for the subject property, it comprises two parcels, both 32.5 feet in width and 75 feet in depth. Please note these lots would be considered nonconforming and could not be developed separately. The individual parcels would have to be combined to create a single conforming lot before any construction could occur according to Article 25, Section 3.6 of the Zoning Ordinance. Additionally, since the subject property would not meet the minimum lot area requirement for the construction of duplex, residential use would be limited to one single-family dwelling.

If the rezoning is approved, the property would be subject to the requirements of the R-3 District and overall development standards of the Zoning Ordinance, including requirements for parking and architectural treatment.

**ADJACENT ZONING/USES:**

Property to the north and directly to the east and west of the subject property is zoned M-2, Heavy Industrial while property directly to the south and to the southeast and southwest are zoned R-3, Two Family Residence.

All existing development along Irving Street consists of single-family dwellings, including on parcels on properties within the M-2 District. Adjoining and adjacent properties to the west contain industrial uses, including a vehicle tow yard and storage and operations for a landscaping service.

**COMPREHENSIVE PLAN CONSIDERATIONS:**

The property is designated primarily as a Historic Core Neighborhood on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. Historic Core Neighborhoods generally consist of relatively short blocks, small lots, and a variety of residential uses in moderate density. According to the Comprehensive Plan, development in historic core neighborhoods should be complementary to existing development and should include compact lots fronting on the street.

Development principles for Historic Core Neighborhoods state that new and infill development should fit the scale, size, and character of existing development in the neighborhood and should include a variety of housing types. One major objective of the Comprehensive Plan is to

facilitate a diverse and attainable housing stock in the City. The plan encourages identification of key opportunity areas for infill development that's compatible with its surroundings.

The rezoning request appears to be supported by the Comprehensive Plan. The proposed single-family dwelling is in keeping with the scale and character of the existing development pattern along Irving Street. The construction of a dwelling on the subject property would be an example of appropriate, low-impact infill development that does not disrupt the existing built environment on the street.

A small portion of the subject property to its north is included in the Corridor Commercial area on the Future Land Use Map, which supports higher intensity residential uses such as multi-family as well as a range of commercial and service uses, but it should be noted this site would not be supportive of these higher intensity uses due to its size and location. Additionally, these uses would not be permitted under the request to rezone to the R-3 District and would require a rezoning to a higher-density residential district, or a commercial or mixed-use district.

**PUBLIC Input:**

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

**RECOMMENDATION:**

Planning Commission recommended approval of the request in a 6-0 vote.

CITY COUNCIL  
MEETING

DECEMBER,  
2025

## 2025-REZ-04:

Consideration of an ordinance to approve a request by Rudalma Mata, on behalf of Ruth Investments LLC, to rezone property at 318 Irving Street, Parcel ID 006050012 from the M-2 Heavy Industrial District to the R-3 Two-Family Residence District

# Subject Property

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# Request Overview

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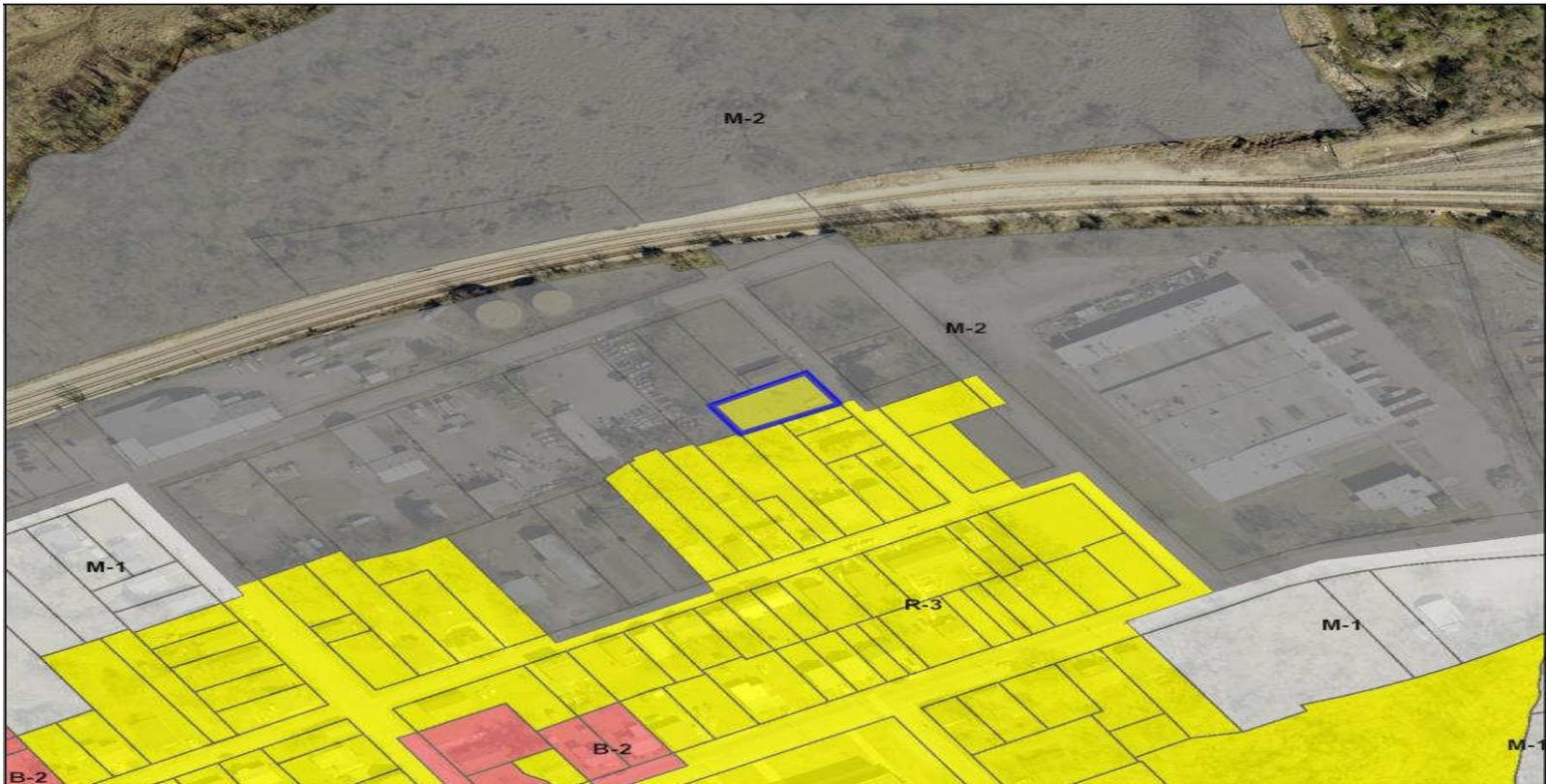
- 0.11-acre property located in M-2, Heavy-Industrial District
- Applicant seeking rezoning to R-3, Two-Family Residence to construct single-family dwelling
- Irving street is approximately 430 feet long with mix of M-2 and R-3 zoning, but all existing development is residential
- Property comprises two parcels; if rezoning is approved, parcels would need to be combined prior to construction
- R-3 District allows both single-family and two-family (duplex) dwellings, but subject property would be limited to single-family due to lot size

# Existing Conditions



# Adjoining Zoning/Uses

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# Comprehensive Plan Considerations

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- Historic Core Neighborhood on Future Land Use Map:
  - Short blocks, small lots, variety of residential uses at moderate density
  - New and infill development should fit scale, size, and character of existing neighborhood
- Objective: “Facilitate a diverse and attainable housing stock in the City.”
  - City should identify key opportunity areas for infill development compatible with surroundings
- Small portion of the site is designated as Corridor Commercial, but primary uses encouraged for Corridor Commercial areas would require rezoning to higher-density or commercial district

# Additional Considerations

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- Existing development on Irving Street is residential, including single-family dwellings on either side of subject property
- Subject property would be limited to construction of a single home, development standards would apply (architectural treatment, parking, setbacks, etc.)
- Industrial development abutting and neighboring the subject property is unlikely to extend to Irving Street due to size constraints and incompatibility with existing uses

# Recommendation

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On November 6, 2025 Planning Commission recommended approval of the rezoning in a 6-0 vote.

**AN ORDINANCE TO REZONE PROPERTY LOCATED AT 318 IRVING STREET, PARCEL IDENTIFICATION NUMBER 006050012 FROM M-2, HEAVY INDUSTRIAL DISTRICT TO R-3, TWO-FAMILY RESIDENCE DISTRICT**

WHEREAS, the City of Petersburg received a petition from Rudalma Mata, on behalf of Ruth Investments LLC, to rezone the property located at 318 Irving Street from the M-2, Heavy Industrial District to the R-3, Tw-Family Residence District in order to construct a single-family dwelling on the property; and

WHEREAS, existing development on Irving Street entirely consists of residential development, namely five single-family dwellings; and

WHEREAS, due to the size of the subject property, a single-family dwelling would be the highest residential use permitted on the property per the regulations of the R-3, two-family residential district; and

WHEREAS, the property is designated primarily as a Historic Core Neighborhood on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan, a designation that calls for small lots with a mix of residential uses at a moderate density and does not support heavy industrial uses; and

WHEREAS, the Petersburg NEXT Comprehensive Plan further states that infill development within a Historic Core Neighborhood area should match the scale, proportion, and character of the existing development pattern; and

WHEREAS, the Planning Commission has determined the construction of a single-family dwelling at 318 Irving Street would be a more appropriate use for the property than the heavy industrial uses permitted by the M-2, Heavy Industrial District; and

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

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby approve the petition to rezone the property located at 318 Irving Street from the M-2, Heavy Industrial to the R-3, Two-Family Residence District



City of Petersburg  
 Department of Planning and Community Development  
 Zoning Administration  
 135 North Union Street, Room 304  
 Petersburg, Virginia 23803  
 (804) 733-2308

# Special Use Permit and Rezoning Application

Date: 08/13/2025 Case Number: 401

## Applicant / Owner

Applicant Name:	Rudalma Mata	Owner Name:	Ruth Investments LLC
Address:	6325 Jahnke Rd	Address:	6325 Jahnke Rd
City, State, Zip:	Richmond, VA, 23225 - 4142	City, State, Zip:	Richmond, VA, 23225 - 4142
Phone:	8043346472	Phone:	8043346472
Email:	rmata0911@hotmail.com	Email:	rmata0911@hotmail.com

## Property

Current Zoning:	M-2	The following deed restrictions may affect the use of this property:
Proposed Zoning:	R-3	
Tax Parcel ID:	006-050012	Restrictions Expire:
Current Address:	318 Irving St, Petersburg, VA 23803-3424	
Approximate Area:	7,750 sq. ft.	
Acres:	0.1779	
Public Street Frntg.:	Yes	

Description of Proposed Use: Single Family Home

## Justification for Special Use

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

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

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

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

## Justification for Rezoning

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

I want to build a single family home for my mom to give her a secure place for living.

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).

All material will be according environmental regulations, I will not used any material that will impact the public welfare of the city.

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

Yes, it will be advantageous bringing more urbanization to the city.

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).

Yes, the lot is located nearby residential homes, at front and on both sides.

The undersigned applicant certifies that they:

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

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

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

I do hereby certify that the information contained herein is true and correct.

Rudalma Mata

08/13/2025

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Parcel ID No.: 006050012  
Title Insurer: Fidelity National Title Insurance Company  
Consideration: \$28,000.00  
Assessed Value: \$11,500.00

THIS DEED OF BARGAIN AND SALE made this 26<sup>th</sup> day of June, 2025, by and between, **Arturo J. MENDEZ**, hereinafter referred to as the "Grantor" and **RUTH INVESTMENTS LLC**, a Virginia limited liability company, hereinafter referred to as the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does grant and convey, with GENERAL WARRANTY and with ENGLISH COVENANTS of title unto the Grantee, in fee simple, the following described real estate, to-wit:

**SCHEDULE "A" ATTACHED**

This conveyance is made subject to such covenants, restrictions, conditions and easements of record as may lawfully affect said property.

Words of any gender set out in this instrument shall include any other gender and words in the singular shall include the plural as required.

[Signature appears on next page]

Prepared by and Mail to:  
John M. Vandenhoff, Esquire  
VSB # 46486  
The Law Offices of John M. Vandenhoff, PLLC  
4914 Fitzhugh Avenue, Suite 105  
PO Box 6202  
Richmond, VA 23230

DATED: 6/20/26

Cetero J. Mandy (SEAL)  
Seller

\_\_\_\_\_  
Seller (SEAL)

STATE OF VIRGINIA  
CITY/COUNTY OF Charlottesville, to wit:

The foregoing affidavit was acknowledged before me this 26 day of June,  
2025, by Achro J. Mandy and \_\_\_\_\_  
My Commission expires: 5/31/29  
Notary Public.

Attygne



SCHEDULE "A"

PARCEL I:

ALL that lot or parcel of land, belonging in that part of the City of Petersburg called Blanford, lying and being on the west side of Irving Street fronting thereon thirty (30) feet and extending back westwardly by parallel lines seventy-five (75) feet and known and designated as Lot No. 23 in a subdivision of Lot No. 35 on a plat of Old Blanford, said plat will be found recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia in Deed Book 42 at page 406, to which reference is hereby made for a more particular description of said property.

PARCEL II:

ALL that certain other lot or parcel of land, belonging in that part of the City of Petersburg called Blanford, fronting on the west side of Irving Street, thirty-two and one-half (32 1/2) feet and extending back westwardly by parallel lines seventy-five (75) feet and designated as Lot No. Twenty-two (22) in a subdivision of Lot No. 35 on the plat of Old Blanford, said plat will be found recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia in Deed Book 42 at page 406, to which reference is hereby made for a more particular description of said property.

BEING the same property conveyed to Arturo J. Mendez, by Deed from Shirley C. Shepperson, dated December 1, 2023 and recorded December 6, 2023 in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 202304203.

4. Knowledge or evidence of any boundary line dispute and  
6. Improvements appearing to be on or over any real estate.  
7. That there are no known violations of any existing restrictive covenants.  
THE UNDERSIGNED ACKNOWLEDGES THAT THIS AFFIDAVIT IS GIVEN TO NAIACE FIDELITY NATIONAL TITLE INSURANCE COMPANY BY NEW YORK TO ISSUE A LENDER'S TITLE INSURANCE POLICY SURVEY COVERAGE AS TO SURVEY MATTERS. ANY BORROWERS EXPECTING THIS AFFIDAVIT TO PROVIDE SURVEY COVERAGE IS NOT BEING PROVIDED TO THEM BY THE COMPANY IN AN OWNER'S TITLE INSURANCE POLICY UNLESS THE COMPANY IS FURNISHED AN ACCEPTABLE SURVEY NOTE TO AFFIRMATIVE TITLE. UNCERTAIN WHETHER YOU SHOULD OBTAIN A SURVEY TO PROTECT YOUR INTERESTS, YOU SHOULD SEEK ADVICE OF AN ATTORNEY.

DATED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
STATE OF VIRGINIA  
COUNTY OF \_\_\_\_\_  
The foregoing affidavit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_

WITNESS the following signature(s) and seal(s):

Arturo J Mendez (SEAL)  
Arturo J. Mendez

STATE OF Virginia :

CITY/COUNTY OF Chesapeake, to wit:

The foregoing deed was acknowledged before me this 26 day of June,  
2025, by **Arturo J. Mendez**.

Stephanie Joy Gagne  
Notary Public

My commission expires: 5/31/29

Grantee Address:

\_\_\_\_\_  
\_\_\_\_\_



TAX AUTHORIZATION FORM

Treasurer, City of Petersburg  
PO Box 1271  
Petersburg, VA 23804

Property: RUTH INVESTMENTS LLC  
318 IRVING STREET  
PETERSBURG, VA 23803  
Map # 006-050012

As the new owner of the above referenced property, I/we hereby authorize you to forward all tax bills to the following:

6325 JAHNKE ROAD  
RICHMOND, VA 23225

---

RUDALMA A. MATA

# Petersburg, Virginia

## Legend

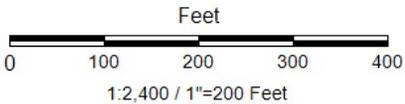
- City Boundary
- Parcels
- Zoning**
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXD1
- MXD2
- MXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)



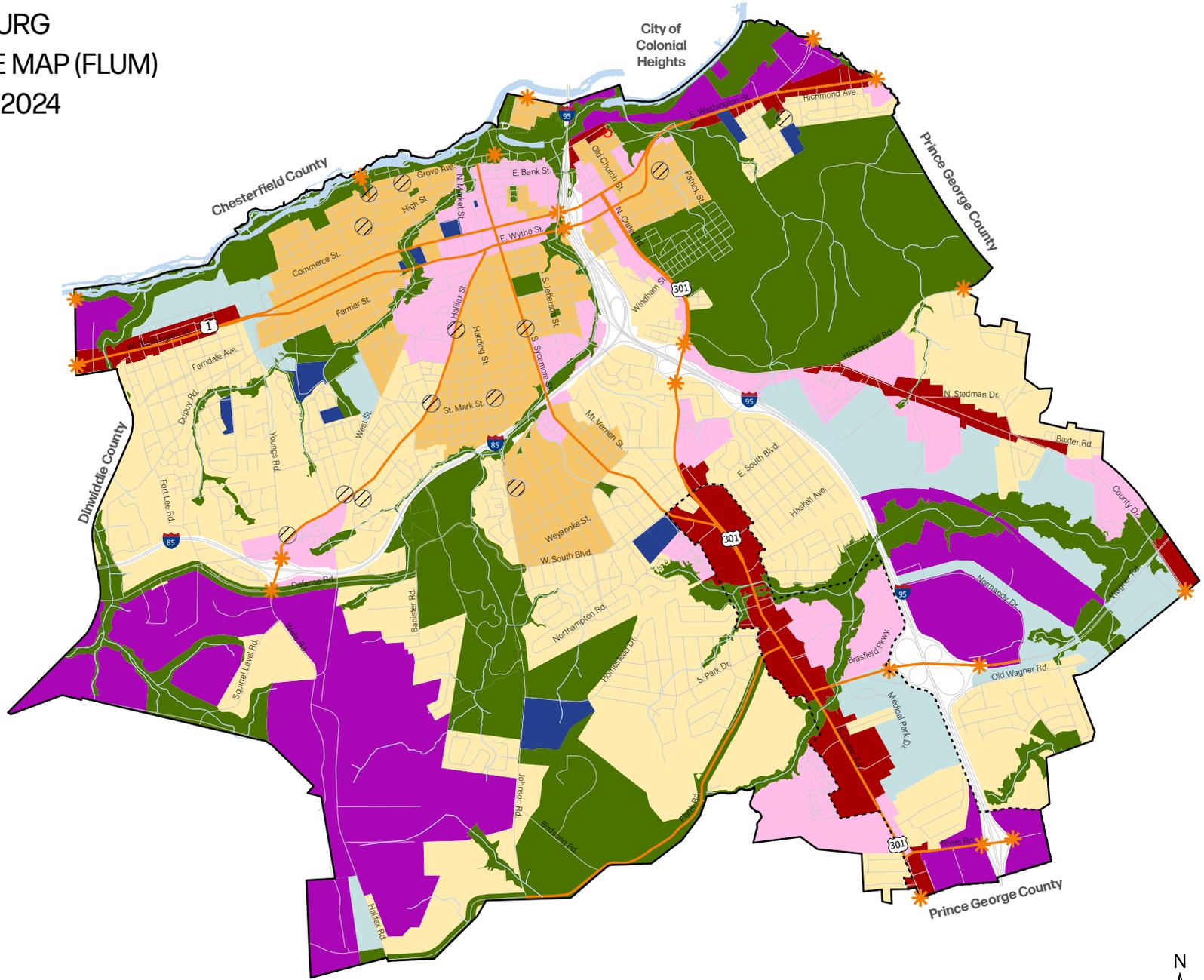
**Title:**

**Date: 9/20/2025**

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



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



**LEGEND**

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



## HISTORIC CORE NEIGHBORHOODS

Historic core neighborhoods directly reflect Petersburg's historic development pattern and are generally located in the heart of Petersburg north of Interstate 85 and west of Interstate 95. This development pattern consists of relatively short blocks in a grid orientation, small lots, and residential dwellings in a variety of architectural styles and developed at a moderate density. The overall age, development pattern, and scale make Petersburg's historic core neighborhoods special places worthy of preservation. Revitalization of historic core neighborhoods will serve as a catalyst for revitalization throughout the City.

Development in historic core neighborhoods should continue the existing historic street grid, be sited on compact lots, front on the public right-of-way, and use architecture that is complementary to the historic character of surrounding structures. Single-family attached and detached dwellings, accessory dwelling units, and the adaptive reuse of former single-family structures into triplexes or fourplexes are all appropriate to expand the variety of housing options. Triplexes and fourplexes are appropriate, even if not part of a retrofitted structure, provided they fit the architectural character of the surrounding area. Streetscapes should integrate streetlighting

and landscaping, with separated pedestrian and bicycle infrastructure on higher volume streets. Renovation of existing structures, adaptive reuse, and infill are the most appropriate methods of new construction in historic core neighborhoods due to a high number of blighted properties and few large, vacant lots. All renovations and infill within designated Local Historic Districts should conform to the Historic District Design Guidelines and decisions of the Architectural Review Board (ARB).

### **Primary Land Uses**

- Accessory dwelling units
- Multi-family dwellings
- Parks, open space, trails, and recreational facilities
- Places of worship
- Residential adaptive reuse
- Residential infill development
- Schools and daycares
- Senior housing
- Single-family attached dwellings (e.g., rowhouses, duplexes)
- Single-family detached dwellings
- Triplexes and fourplexes



### **Planning + Development Principles**

- Continue the existing street grid pattern, with new development providing interconnected streets and pedestrian infrastructure where appropriate.
- Direct the preservation, renovation, reuse, and adaptive use of existing structures.
- Protect and enhance historic structures.
- Ensure that both new and infill development fits the scale, size, proportion, and character of any existing development pattern.
- Include a variety of housing types, including accessory dwelling units, to accommodate varying income levels.
- Incorporate pedestrian and bicycle connections and safety enhancements where possible.
- Orient new buildings towards the street.
- Preserve the existing tree canopy and include native plantings when new landscaping is necessary.

## **ARTICLE 18. "M-2" HEAVY INDUSTRIAL DISTRICT REGULATIONS**

### **Section 1. [Purpose.]**

The regulations set forth in this article or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "M-2" Heavy Industrial District. This district provides for industrial operations of all types, except that certain potentially hazardous industries are permitted only after public hearing and review, to assure protection of the public interest and surrounding property and persons.

### **Section 2. Use regulations.**

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

1. Any manufacturing, processing, storing or distributing use permitted in the "M-1" Light Industrial District;
2. Dwellings for resident watchmen and caretakers employed on the premises;
3. Accessory farm dwellings, on a farm often (10) acres or more;
4. Farm, truck garden, orchard, or nursery for growing or propagation of plants, trees and shrubs, including temporary stands for seasonal sales of products raised on the premises; but not including the raising for sale of birds, bees, rabbits, or other animals, fish or other creatures to such an extent as to be objectionable to surrounding residences by reason of odor, dust, noise, or other factors; and provided no retail or wholesale business office or store is permanently maintained on the premises;
5. The following uses and any similar industrial uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from other uses permitted; and manufacture, compounding, processing, packaging, or treatment of the following products or similar products:

*Chemicals, petroleum, coal and allied products.*

- Adhesives;
- Alcohol;
- Bleaching products;
- Bluing;
- Calcimine;
- Candle;
- Cleaning and polishing preparations (nonsoap) dressings and blackings;
- Dye-stuff;
- Essential oils;
- Exterminating agents and poisons;
- Fertilizer (nonorganic);

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Fuel briquettes;  
Glue and size (vegetable);  
Ink manufacture from primary raw materials (including colors and pigments);  
Soap and soap products.

*Clay, stone and glass products.*

Abrasive wheels, stones, paper, cloth and related products;  
Asbestos products;  
Brick, fire brick and clay products;  
Concrete central mixing and proportioning plant;  
Glass and glass products;  
Graphite and graphite products;  
Monument and architectural stone;  
Pottery and porcelain products (coal-fired);  
Refractories (other than coal-fired);  
Sand-lime products;  
Wallboard and plaster, building, insulation and composition flooring.

*Food and beverage.*

Casein;  
Cider and vinegar;  
Distilleries (alcoholic), breweries and alcoholic spirits (nonindustrial);  
Flour, feed, and grain milling and storage;  
Molasses;  
Oils, shortenings, and fats (edible) and storage;  
Pickles, vegetable relish and sauces;  
Rice cleaning and polishing;  
Sauerkraut;  
Sugar refining; Rubber tire and tube;  
Shell grinding;  
Storage batter (wet cell).

*Unclassified uses.*

Accessory advertising device giving the name of the industry or advertising products  
manufactured on the premises;  
Bag cleaning;  
Coal pocket;

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Railroad switching and classification yard, roundhouse, repair and overhaul shops;  
Oils, vegetable and animal (nonedible), and storage;  
Paint, lacquer, shellac, and varnish (including colors and pigments, thinners and removers);  
Roofing materials, building paper and felt (including asphalt and composition);  
Salt tanning materials and allied products;  
Tar products.

6. Data centers, subject to the following conditions:
- a. All principal structures shall be set back at least one hundred (100) feet from any property line abutting a property used or zoned for residential purposes or a public park;
  - b. A vegetated buffer fifty (50) feet in width shall be required along any property line abutting or across a road from a property used or zoned for residential purposes or a public park; for sites on which seventy (70) percent or more of the existing open space or vegetated area is cleared for the development, the buffer shall be a minimum of one hundred (100) feet in width;
    1. The buffer shall consist of an earthen berm that has a minimum height of six (6) feet and a slope not steeper than two-to-one (2:1) with plantings including a combination of large and understory deciduous trees, large and small evergreen trees, and ornamental trees and shrubs at a rate of one hundred twenty (120) plants per one hundred (100) linear feet; a minimum of forty (40) percent of the plantings shall be large evergreen trees on minimum 20-foot centers and no more than twenty (20) percent of the plantings shall be shrubs.
    2. Notwithstanding the requirements of this section, use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed, or on the outside of a six-foot-tall solid fence, may be substituted for the above requirements when found by the Planning Director to provide visual screening equivalent to the buffer yard with earthen berm.
  - c. For sites that abut property used or zoned for residential purposes or a public park, the following noise studies must be prepared by a Commonwealth Licensed Professional Engineer (PE) verifying the maximum sound levels for the development;
    1. A pre-construction study shall be submitted at the time of site plan review evaluating the existing noise conditions prior to the development and model-predicted noise conditions resulting from the development.
    2. A post-construction study of noise conditions at the time of operations shall be submitted at least one (1) month but no more than twelve (12) months after the issuance of the first Certificate of Occupancy for the development.
    3. Notwithstanding any provision to the contrary, if either the pre-construction or post-construction noise study demonstrates the development exceeds the maximum sound levels specified in Chapter 50, Section 50-36 of the City Code as measured at the boundary abutting a property used or zoned for residential purposes or a public park, noise mitigation measures shall be required to secure conformance. Each study shall be accompanied by an affidavit or certificate signed by the PE stating whether noise mitigation measures are required by the noise study. If mitigation measures are required, they shall be designed in compliance with the noise study and shown on the site plan. The Zoning Administrator has the authority to interpret and enforce the Pre- and Post-Construction Study and any necessary noise mitigation measures.

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- d. Closed-loop systems shall be utilized if water-based cooling is employed for the facility. This requirement may be waived or amended by the Director of Public Works.

(Ord. No. 2025-012, Exh. A, 1-21-2025)

### **Section 3. Objectionable uses.**

The following uses, or manufacture, compounding, processing, packaging or treatment of the following products, having accompanying hazards, such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, or toxic gases may, if no in conflict with any law or ordinance in the City of Petersburg or State of Virginia, be located in the "M-2" Heavy Industrial District, only after the location and nature of such use shall have been approved by the city council after public hearing. The planning commission shall review the plans and statements and shall not permit such buildings, structures, or uses until there has been shown 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. The planning commission, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety:

#### *Metal and metal products.*

- Boat manufacture (over five (5) tons);
- Boiler manufacture (other than welded);
- Brass and bronze foundries;
- Forge plant, pneumatic, drop and forging hammering;
- Foundries;
- Galvanizing or plating (hot dip);
- Lead oxide;
- Locomotive and railroad car building and repair;
- Motor testing (internal combustion motors);
- Ore dumps;
- Shipyards;
- Structural iron and steel fabrication;
- Wire rope and cable.

#### *Textiles, fibers and bedding.*

- Bleachery;
- Cotton wadding and linter;
- Hair and felt products, washing, curing, dyeing;
- Jute, hemp and sisal products;
- Linoleum and other surface floor covering (except wood);
- Nylon;
- Oilcloth, oil-treated products and artificial leather;
- Rayon;

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Shoddy;

Wool pulling or scouring.

*Wood and paper products.*

Charcoal and pulverizing;

Excelsior;

Paper and paperboard (from paper machine only);

Sawmill (including cooperage stock mill);

Wallboard;

Wood preserving treatment.

*Unclassified industries.*

Leather tanning and curing;

Rubber (natural or synthetic), gutta percha, chicle and balata processing.

*Chemicals, petroleum, coal and allied products.*

Acids and derivatives;

Acetylene, generation and storage;

Ammonia;

Caustic soda;

Cellulose and cellulose storage;

Chlorine;

Coke oven products (including fuel gas);

Creosote;

Distillation, manufacture or refining of coal, tar asphalt, wood and bones;

Explosives (including ammunition and fireworks) and explosives storage;

Fertilizer (organic);

Fish oils and meal; Glue, gelatin (animal);

Hydrogen and oxygen;

Lamp black, carbon black and bone black;

Nitrating of cotton or other materials;

Nitrates (manufactured or natural) of an explosive nature, storage;

Petroleum, gasoline and lubricating oil;

Plastic materials and synthetic resins;

Potash;

Pyroxylin;

Rendering and storage of dead animals, offal, garbage or waste products;

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Turpentine and resin.

*Clay, stone and glass products.*

Brick and firebrick refractories and clay products (coal-fired);

Cement, lime, gypsum, or plaster of Paris;

Minerals and earths: quarrying, extracting, grinding, crushing and processing.

*Food and beverage.*

Fat rendering;

Fish curing;

Slaughtering of animals;

Starch manufacture.

*Metals and metal products.*

Aluminum powder and paint manufacture;

Blast furnace, cupolas;

Blooming mill;

Metal and metal ores, reduction, refining, smelting and alloying;

Scrap metal reduction;

Steel works and rolling mill (ferrous).

*Wood and paper products.*

Match manufacture;

Wood pulp and fiber, reduction and processing.

*Unclassified industries and uses.*

Cotton ginning;

Cotton seed oil refining;

Hair, hides and raw fur, curing, tanning, dressing, dyeing and storage; Shell dredging;

Stockyard.

#### **Section 4. Height, area and bulk regulations.**

Height, area and bulk requirements shall be as set forth in the chart of article 22, and in addition the following regulations shall apply:

- (1) There shall be a side yard not less than twenty-five (25) feet in width on the side of a lot adjoining a residence district;
- (2) There shall be a rear yard not less than twenty-five (25) feet in depth on the rear of a lot adjoining a residence district;
- (3) Grain elevators, gas holders, coal bunkers, oil cracking towers and other similar structures may exceed one hundred twenty-five (125) feet in height, but whenever any building or structure in the "M-2" Heavy Industrial District adjoins or abuts upon a residence district, such building or structure shall not

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exceed fifty (50) feet in height, unless set back one foot from all required yard lines for each foot of additional height above fifty (50) feet.

**Section 5. Reference to additional regulations.**

The regulations contained in this article are supplemented or modified by regulations contained in other articles of this ordinance, especially the following: Article 19, Off-street parking regulations; Article 20, Off-street loading regulations; Article 23, Supplementary use regulations; Article 25, Supplementary height, area and bulk regulations.

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

### **Section 1. [Purpose.]**

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "R-3" Two-Family Residence District. The purpose of this district is to maintain a generally spacious residential environment, but at the same time permit a variety of housing types. Population density and height of buildings are low enough to be compatible with neighboring single-family development. Permitted community facilities are the same as for the one-family districts.

### **Section 2. Use regulations.**

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

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

(Ord. No. 2025-RES-041, Exh. A, 6-17-2025)

### **Section 3. Height, area and bulk regulations.**

Height, area and bulk requirements shall be as set forth in the chart of article 22.

### **Section 4. Reference to additional regulations.**

The regulations contained in this article are supplemented or modified by regulations contained in other articles of this ordinance, especially the following: Article 19, Off-street parking regulations; Article 20, Off-street loading regulations; Article 23, Supplementary use regulations; Article 25, Supplementary height, area and bulk regulations.

<b>Address</b>	<b>Owner</b>	<b>Mailing Address</b>	<b>City, State, Zip</b>
858 Bollingbrook St	Christian Sloan	840 Bollingbrook St	Petersburg, VA 23803
847 Miller St	House of Restoration	PO Box 2489	Petersburg, VA 23804
860 Bollingbrook St	James Moorefield	1436 Whittier Pl	Washington, DC 20012
319 Irving St	RD Group/1 LLC	PO Box 869	Petersburg, VA 23804
314 Irving St	Robert Williams	314 Irving St	Petersburg, VA 23803
318 Irving St	Ruth Investments LLC	6325 Jahnke Road	Richmond, VA 23225
849 Miller St	Terry Jung	540 S Crater Rd	Petersburg, VA 23803
322 Irving St	Willie Shpperson	1616 Drury St	Petersburg, VA 23805
315 Irving St	Winifred Walker	2974 Blendwell Rd	Richmond, VA 23224



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Brian Moore

**RE:** **First Read and to Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and I AM POWER to Purchase the City-Owned Properties at 35 and 17 Bank Street, Located in Petersburg, VA**

**PURPOSE:** Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and I AM POWER to purchase the City-owned properties at 35 and 17 Bank Street located in Petersburg, VA.

**REASON:** The City of Petersburg has received a proposal from I AM POWER to purchase the City-owned properties at 35 and 17 Bank Street, located in Petersburg, VA.

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

**BACKGROUND:** The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute the Purchase Agreement related to the sale of city-owned property located at 35 and 17 Bank Street, located in Petersburg, VA.

N/A

**CITY COUNCIL HEARING DATE:** 12/9/2025

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

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

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

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

**ATTACHMENTS:**

1. Ordinance

2. I AM POWER EDA Bond Application Hearing Presentation
3. 35 &17 Bank Street I AM POWER LOI
4. 35 &17 Bank Street I AM POWER Packet
5. 17 E. Bank Street-Deed & Plat Bk 4 Pg 153

## **ORDINANCE**

This is an Ordinance Authorizing the City Manager to execute the Purchase Agreement toward the Sale of City-owned properties at 35 and 17 Bank Street.

WHEREAS, the City of Petersburg has received a proposal from I AM POWER to purchase the City-owned properties at 35 and 17 Bank Street; and

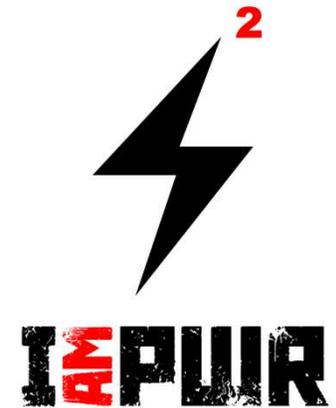
WHEREAS, the potential benefits to the City include infill development, economic growth, and increased tax base; and

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

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute the Purchase Agreement with I AM POWER toward the sale and development of City-owned properties located at 35 and 17 Bank Street.

# EDA BOND APPLICATION HEARING

DATE: 7/31/25





## AGENDA



- 1. Introduction to I AM POWER Team**
- 2. Summary of I AM POWER Manufacturing Plant**
- 3. Summary of POWER CENTER**
- 4. Economic Impact of Power Projects**
- 5. Q & A**

# POWER TEAM

**Education:** University of Virginia, Charlottesville, VA May 1999

- Bachelor of Arts in Architecture – Urban Planning & Development
- Selected First team All-ACC Football, 2nd team All-American
- Defensive MVP 1998, Recipient of Joe Palumbo Award for dedication & enthusiasm
- Helped address zoning, traffic pattern, and developmental issues along the Route 29 corridor in Charlottesville





# POWER TEAM

## NFL Professional Experience:

National Football League 1999 - 2008

### ***Cleveland Browns (1999-2001)***

- Selected by 2001 NFL Man of the Year for Community which recognizes the player who best exemplifies the dedication and love of football, fans and community.

### ***Jacksonville Jaguars (2002)***

- 2002 NFL Man of the Year

### ***Detroit Lions (2003-2005)***

- Lead Superbowl XL Committee Chairmans Bill Ford / Roger Penske in beautify Detroit MI project



# POWER TEAM

## Professional Profile & Experience

- I AM POWER LLC ( CEO /Founder)
- VAPROELITE Foundation (Co-Founder)
- Residential Developer – land acquisition & development
- I-95 LLC (Co-Owner) – Acquisition of 3200 Acre of Prime Raw land in VA
- Pre-Construction & Condo hotel properties in Florida
  - Gansevoort Hotel, Sanctuary Hotel, Canyon Ranch – Miami Beach
- Miller International Foods



# POWER TEAM



## Terrance Edwards

- Virginia Union University /Bachelor of Science in Psychology/ Social work – May 2005
- I AM POWER / Chief Operating Officer
- Program Director & Mental Health Counselor – City of Richmond
- Mental Health Professional – 20 years

## Tiffany Velez Rodgers

- Hampton University / Business Management May 2001
- I AM POWER / Director of Brand & Business Development
- Director of Marketing - Hampton University Proton Cancer Institute
- Wyndam Hotel Marketing Manager
- Over 15yrs Marketing Experience <sup>6</sup>

# I AM POWER ENERGY – STORY

## Story

- Wali's mission – I AM
- Powder product
- RTD cans
- Manufacturing plant

## Goals:

- Empower all individuals to be their highest self
- Increase the energy & frequency level of humanity
- To be a movement that empowers and crosses boundaries
- To be the #1 natural energy drink company in the country and world

## Our Mission:

Provide an array of natural products that enhance your molecular makeup to be your best



# I AM POWER MANUFACTURING PLANT

I AM POWER is a wellness-driven beverage company focused on producing natural, mushroom-based energy drinks that support vitality, focus, and overall well-being. We are planning to develop a 40,000 sq. ft. manufacturing facility in Petersburg, Virginia, which will serve as the operational hub for the brand's national expansion.

## **This plant will house three lines of business:**

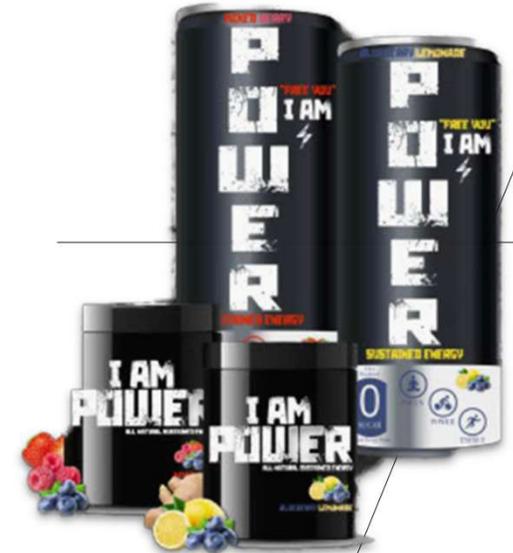
1. Canned Beverage Production
2. Powder Supplement Formulation & Packaging
3. Contract Manufacturing Services for Other Brands

**Location:** Under Contract



# I AM POWER MANUFACTURING PLANT

- Expect to sell 1.2 million bottles in Year 1 increasing by 5% annually
- \$4.00 starting retail price
- Hiring 15 Full time employees first year increasing to over 40 in year 5
- Estimating \$3M+ per year



# ROUTE TO MARKET

- National Presence
- Distribution across several colleges and universities
- Gyms & Casinos

## COLLEGES & UNIVERSITIES



## VITAMIN SPECIALTY & DRUG



## FITNESS



## GROCERY



## NATURAL CHANNEL



## CONVENIENCE



## ECOMMERCE



## ENTERTAINMENT



## EVENTS

Youth Camps &  
Community Events

# SUMMARY OF POWER CENTER

The **Power Center** will be a transformative mixed-use development including:

- Office space / 20,000 sq. ft.
- Retail outlets / 50,000 sq. ft.
- Marriott Courtyard Hotel accommodations/ 125 rooms / 68,000 sq ft
- Health club – 15,000 sq ft
- Parking facilities – 250 parking spaces with North American Charging Standard
- Housing units – 140 units / 133,000 sq ft

The **Power Center** will attract businesses, residents, and visitors alike, generating steady revenue streams across multiple business sectors.

The retail and hospitality sectors will foster economic growth by creating jobs and supporting local businesses,

The office space encourages corporate investment and entrepreneurship.

The **Power Center** will significantly contribute to the city's economic development, increase property values, increase tax revenue, and create a reason to come downtown!



# SUMMARY OF POWER CENTER



Components	Measurement	Rooms/Space	Notes
Office Space	20,000	TBD	Class A space, designed for efficiency and affordability
Retail Space	50,000	TBD	Space for dining options, grocery, salons, etc.
Hotel	68,800	125	Marriott Courtyard – business and tourists, event attendees
Housing	133,000	140	(70) 1-bedrooms / 70 2-bedrooms – market rates
Health Club	15,000	TBD	POWER Gym with fitness and wellness amenities – I AM POWER products
Parking	TBD	250	North American Charging standard (NACS) electric vehicle (EV) charging connectors and charging ports

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## BENEFITS OF MULTI-USE TOWN CENTERS

- 80% of US population lives in an Urban City
- Community & Lifestyle Benefits (LIVE-PLAY-WORK Integration)
- Environmental & Sustainability Benefits (reduce vehicle use, efficient land use, energy use)
- Urban revitalization & Identity - spark community
- Increased tax revenue - boost sales, property and occupancy tax bases for local governments
- The average commute for a Petersburg resident is 27 min

# ECONOMIC IMPACT OF THE POWER PROJECTS



## **Job Creation:**

- The facility is projected to create hundreds of full-time and part-time jobs across production, manufacturing, administration, hotel and property management, maintenance, etc. (+150)

## **Workforce Development**

- We plan to partner with local institutions for workforce training and internship opportunities, with a focus on empowering underserved communities through second chances.
- Youth Engagement & Entrepreneurship

## **Innovation & Sustainability**

- The POWER PROJECTS will operate using energy-efficient systems and sustainable measures, aligning with our brand's commitment to wellness and environmental responsibility.

## **Housing & Urban Vitality**

- Mixed-income housing options to support diverse families, professionals, and seniors. Revitalizes underutilized urban land, increasing vibrancy and reducing blight. Increased population density to support local businesses, schools, and transit

## **Revenue**

- 125M projected revenue into the city of Petersburg : 125M over the next 5 years



# WHY PETERSBURG?

- Petersburg's strategic location off I-95 and I-85
- Military bases
- Talent pool from community, local colleges and second changes (program)
- Collaboration and Partnership with LIVE CASINO

We believe **I AM POWER** is more than a brand—it's a movement for health, self-empowerment, and economic revitalization.



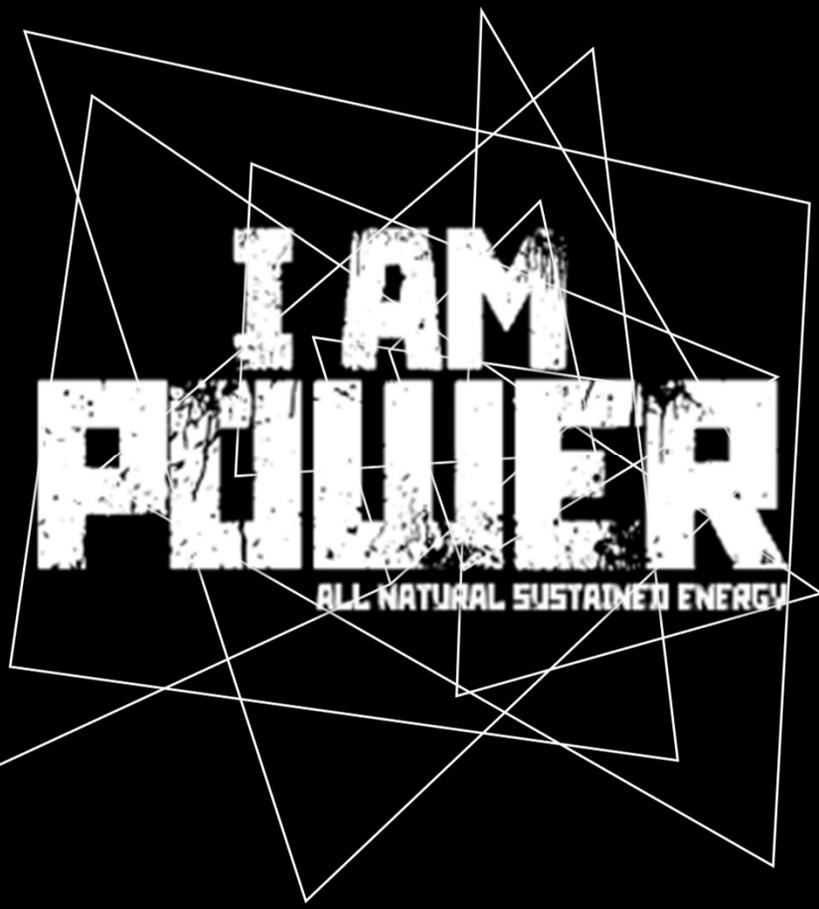
**I AM**  
**PETERSBURG**  
**VIRGINIA**



# Q&A

WALI RAINER

[WWW.IAMPWR.COM](http://WWW.IAMPWR.COM)



# Letter of Intent

I AM POWER LLC  
14400 Hull Street  
Richmond, Virginia 23223

May 27, 2025

Mr. Brian A. Moore  
Director, Economic Development  
City of Petersburg  
135 North Union Street  
Petersburg, VA 23803

Dear Mr. Moore,

I am writing to formally express my intent, as Managing Member of I AM POWER LLC, located at 14400 Hull Street, Richmond, VA 23832, to purchase two parcels of property situated in downtown Petersburg, Virginia. The properties are:

35 Bank Street, Parcel 011140009, assessed price \$ 315,500.  
17 Bank Street, Parcel 011140011, assessed price \$ 55,500.

The purchase price offered for these properties is **\$556,500**, compared to their assessed value of **\$371,000**. The price offered is **150%** of the assessed value of the two parcels.

The purpose of this acquisition is to develop **The Power Center and Hotel**. This development will significantly contribute to the economic growth of the City of Petersburg's downtown and will align with the shared goals of fostering business opportunities and enhancing community vitality. We are fully committed to ensuring that this undertaking is in harmony with the city's development priorities.

I understand that the finalization of this transaction will require further discussions and negotiations. I am confident that this endeavor will result in a mutually beneficial outcome and serve as a catalyst for positive collaboration between I AM POWER LLC and the City of Petersburg.

Kindly advise on the next steps required to advance this process. Should you require any additional documentation or information, please do not hesitate to contact me.

I look forward to collaborating with the city administration to bring this exciting project to fruition. Thank you for your time and attention to this matter.

Sincerely,

Wali Rainer  
Managing Member

# The Power Center and Hotel

## Project Summary

The **Power Center** will be a **mixed-use development** blending historic charm with modern functionality. The design features a **red brick facade with dark glass accents**, creating a distinctive and timeless aesthetic. The estimated total budget range for the project is **\$120–\$140 million dollars**.

### **Key Components:**

- **Office Space:** 20,000 sq. ft. of Class A office space, designed for efficiency and affordability.
- **Retail:** 50,000 sq. ft. of dynamic retail space, dining options, and a grocery store.
- **Hotel:** 80–100-room hotel, catering to business travelers, tourists, and event attendees. It would have the following amenities:
  - Comfortable bedding with quality linen.
  - Free Wi-Fi access.
  - Flat-screen TV with cable or streaming services.
  - Mini-fridge and coffee maker.
  - Work desk and ergonomic chair.
  - In-room safe.
  - Iron and ironing board.
  - Complimentary toiletries.
- **Health Club:** 15,000 sq. ft. of fitness and wellness amenities, focused on key essentials for health and wellness.
- **Parking Garage:** 200–250 spaces, with North American Charging Standard (NACS) electric vehicle (EV) charging connectors and charging ports.

### **Budget & Cost Strategies:**

The project will prioritize affordability while maintaining quality:

- **Energy-efficient systems** to minimize long-term expenses.
- **Smart material choices** optimizing cost while preserving aesthetics.
- **Shared infrastructure** across uses to maximize efficiency.
- **Phased development approach** to control initial investment.

**Vision & Community Impact:**

The Power Center is designed to be a **vibrant, multi-use urban hub**, catering to office workers, visitors, shoppers, and residents while reflecting the **rich historic character of Petersburg**. It will enhance the local economy and community.

**Project Specifications**

- **Class A Office Space: 20,000 sq. ft.**
- **Retail Space: 50,000 sq. ft.** with flexible tenant spaces to attract retail brands.
- **Hotel: 80–100 rooms.**, A **Mariott Courtyard** is the desired hotel.
- **Health Club: 15,000 sq. ft.**, focusing on key fitness amenities without extensive spa features. The health club name would be **“I AM POWER.”**
- **Parking Garage: 200–250 spaces**, starting at ground level.
- **Overall Design: Historic red brick structure with dark glass** with cost-effective materials and efficient energy solutions to reduce long-term operational expenses.

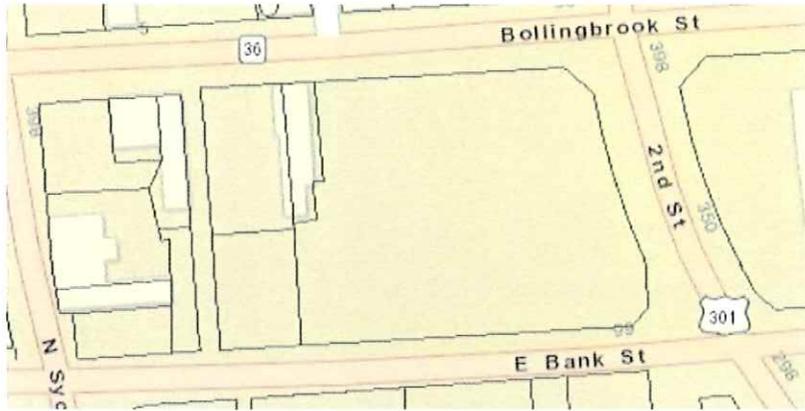
**Project Area**

The project would be on 2 adjoining parcels of 35 East Bank Street and 17 East Bank Street, respectively. The parcel information for the parcels is listed below:

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
<b>Owner Name:</b> CITY OF PETERSBURG <b>Owner Mailing Address:</b> 135 N UNION ST PETERSBURG, VA 23803  <b>Property Use:</b> 479 Parking Lots <b>State Class:</b> 7 Exempt Local <b>Zoning:</b> B-3				<b>Property Address:</b> 35 BANK ST E Petersburg VA <b>Legal Acreage:</b> 1.366 <b>Legal Description:</b> 6 PARCELS 1.35 ACRES <b>Subdivision:</b> Bolling Terminal <b>Assessment Neighborhood Name:</b> No Data <b>Local Historic District:</b> Old Towne <b>National Historic District:</b> Old Towne <b>Enterprise Zone:</b> Yes <b>Opportunity Zone:</b> 51730811300	

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
<b>Owner Name:</b> CITY OF PETERSBURG <b>Owner Mailing Address:</b> 135 N UNION ST PETERSBURG, VA 23803  <b>Property Use:</b> 479 Parking Lots <b>State Class:</b> 7 Exempt Local <b>Zoning:</b> B-3				<b>Property Address:</b> 17 BANK ST E Petersburg VA <b>Legal Acreage:</b> .157 <b>Legal Description:</b> TWO PARCELS <b>Subdivision:</b> Bolling Terminal <b>Assessment Neighborhood Name:</b> No Data <b>Local Historic District:</b> Old Towne <b>National Historic District:</b> Old Towne <b>Enterprise Zone:</b> Yes <b>Opportunity Zone:</b> 51730811300	

The following pictures show the properties from the City Real website and Google Maps:



**Cost Summary**

**Estimated Cost Breakdown**

<b>Component</b>	<b>Size</b>	<b>Estimated Cost Range</b>
<b>Class A Office Space</b>	20,000 sq. ft.	\$200-\$400 per sq. ft.
<b>Retail Space</b>	50,000 sq. ft.	\$150-\$350 per sq. ft.
<b>Hotel (80-100 rooms)</b>	80-100 rooms	\$200,000-\$450,000 per room
<b>Health Club</b>	15,000 sq. ft.	\$150-\$300 per sq. ft.
<b>Parking Garage</b>	200-250 spaces	\$12,000-\$25,000 per space

## Total Estimated Cost

The total cost is projected to fall within **\$120 million to \$140 million**, depending on final design choices, materials, and regional construction costs.

## Sample Renderings

The following are two sample renderings for The Power Center:



## Summary

The Power Center will be a transformative mixed-use development that seamlessly blends modern amenities with historic architectural charm, creating a vibrant hub in downtown Petersburg. With its thoughtfully integrated office space, retail outlets, hotel accommodations, health club, and parking facilities, The Power Center will attract businesses, residents, and visitors alike, generating steady revenue streams across multiple business sectors. The retail and hospitality sectors will foster economic growth by creating jobs and supporting local businesses, while the office space encourages corporate investment and entrepreneurship. The Power Center's commitment to smart urban planning and energy-efficient design enhances the sustainability and appeal of downtown, while reinforcing its role as a thriving commercial and social destination. By revitalizing the underutilized space in the center of downtown, The Power Center will significantly contribute to the city's economic development, increase property values, increase tax revenue, and create a reason to come downtown!

REAL ESTATE PURCHASE AGREEMENT

Assessed Values: \$371,000  
Consideration: \$556,500

Tax Map No.: 011140009, 35 Bank Street  
011140011, 17 Bank Street

This Real Estate Purchase Agreement (the "Agreement") is dated [Date], between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, I AM POWER LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 35 Bank Street, Tax Map Number: 011140009, and 17 Bank Street, Tax Map Number: 011140011.

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is five hundred and fifty-six thousand, five hundred dollars (\$556,500) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, fifty-five, six hundred and fifty dollars (\$55,650) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. The purchaser may close on the Property prior to completion of the Due Diligent Period with reasonable advance notice to the Seller. At Closing, the Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period:** Not to exceed one hundred eighty (180) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

All closing costs shall be paid by the Purchaser including but not limited to any real estate commission, Seller's attorney fees, applicable Grantor's tax and the costs associated with the preparation of the deed and other documents required hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg

John "March" Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

Mr. Wali Rainer, Managing Member

I AM POWER LLC

14400 Hull Street

Richmond, VA 23832

COPY TO:

James Bruno, Counsel

James River Law

1710 East Franklin Street, Suite 100

Richmond, VA 23223

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the

substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.
22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection:** Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title

insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

CA Final Draft

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

PURCHASER: I AM POWER LLP

By: Wali Rainer 

Title: Ceo

Date: 27 May 2025

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John "March" Altman

Title: City Manager

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

ESCROW AGENT:

By: \_\_\_\_\_,

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

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

Approved as to form:

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

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

Title: City Attorney

CA Final Draft

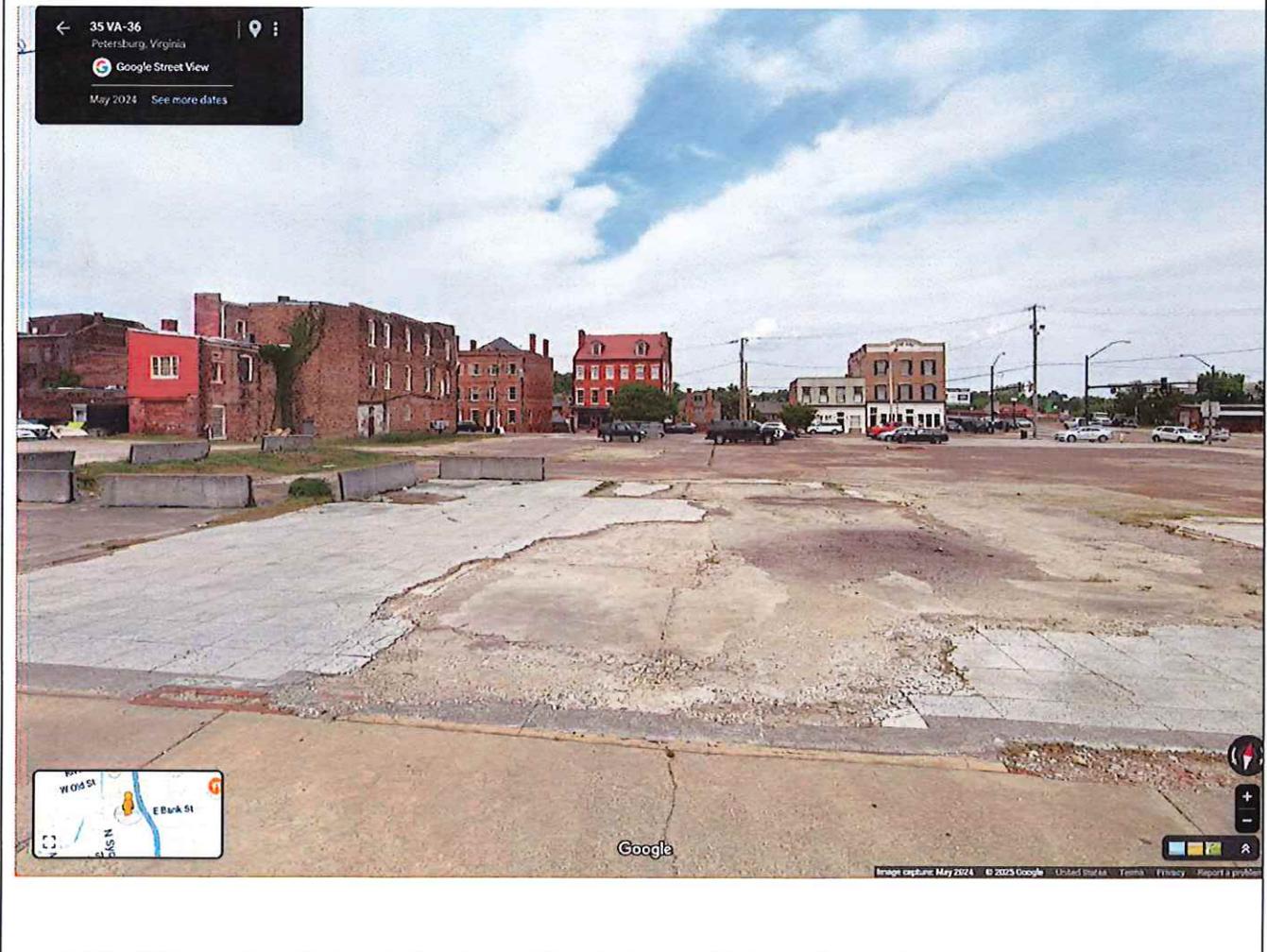
# PROJECT BRIEF

Developer:	I AM POWER LLC
Project Address:	35 BANK STREET 17 BANK STREET
Assessed Value:	\$371,000
Offer Amount:	\$556,500
Percentage Offered:	150%

## PROJECT DESCRIPTION:

To develop the I AM POWER Center and Hotel.

## PROPERTY PICTURE (TODAY)



REAL ESTATE PURCHASE AGREEMENT

Assessed Values: \$371,000  
Consideration: \$556,500

Tax Map No.: 011140009, 35 Bank Street  
011140011, 17 Bank Street

This Real Estate Purchase Agreement (the "Agreement") is dated [Date], between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, I AM POWER LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 35 Bank Street, Tax Map Number: 011140009, and 17 Bank Street, Tax Map Number: 011140011.

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is five hundred and fifty-six thousand, five hundred dollars (\$556,500) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, fifty-five, six hundred and fifty dollars (\$55,650) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. The purchaser may close on the Property prior to completion of the Due Diligent Period with reasonable advance notice to the Seller. At Closing, the Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period:** Not to exceed one hundred eighty (180) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

All closing costs shall be paid by the Purchaser including but not limited to any real estate commission, Seller's attorney fees, applicable Grantor's tax and the costs associated with the preparation of the deed and other documents required hereunder.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on [Date]. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on [Date], and must be formally approved by City Council. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.
6. **Termination Prior to Conclusion of Due Diligence Phase:**
  - a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

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

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

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

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

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

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

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

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

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

Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Except for damages proximately caused by Purchaser, its employees, agents, or assigns, in the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

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

Anthony C. Williams, City Attorney  
City of Petersburg, Virginia  
135 N. Union Street  
Petersburg, VA 23803

PURCAHSER:

Mr. Wali Rainer, Managing Member  
I AM POWER LLC  
14400 Hull Street  
Richmond, VA 23832

COPY TO:

James Bruno, Counsel  
James River Law  
1710 East Franklin Street, Suite 100  
Richmond, VA 23223

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

15. **Attorneys' Fees and Costs:** Except as otherwise provided in this Agreement, should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the

substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
19. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
20. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
21. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.
22. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
23. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
24. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
25. **Title Protection:** Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title

insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

26. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
27. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure. In the event of reversion, the property reverts to the City with all improvements thereon, and without reimbursement of any of the purchase price or expenses incurred by purchaser for improvements.
28. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

CAFFREY

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

PURCHASER: \_\_\_\_\_

By: \_\_\_\_\_

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

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

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, John "March" Altman

Title: City Manager

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

ESCROW AGENT:

By: \_\_\_\_\_

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

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

Approved as to form:

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

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

Title: City Attorney

*CRAFTED DRAFT*

## Letter of Intent

I AM POWER LLC  
14400 Hull Street  
Richmond, Virginia 23223

May 27, 2025

Mr. Brian A. Moore  
Director, Economic Development  
City of Petersburg  
135 North Union Street  
Petersburg, VA 23803

Dear Mr. Moore,

I am writing to formally express my intent, as Managing Member of I AM POWER LLC, located at 14400 Hull Street, Richmond, VA 23832, to purchase two parcels of property situated in downtown Petersburg, Virginia. The properties are:

35 Bank Street, Parcel 011140009, assessed price \$ 315,500.

17 Bank Street, Parcel 011140011, assessed price \$ 55,500.

The purchase price offered for these properties is **\$556,500**, compared to their assessed value of **\$371,000**. The price offered is **150%** of the assessed value of the two parcels.

The purpose of this acquisition is to develop **The Power Center and Hotel**. This development will significantly contribute to the economic growth of the City of Petersburg's downtown and will align with the shared goals of fostering business opportunities and enhancing community vitality. We are fully committed to ensuring that this undertaking is in harmony with the city's development priorities.

I understand that the finalization of this transaction will require further discussions and negotiations. I am confident that this endeavor will result in a mutually beneficial outcome and serve as a catalyst for positive collaboration between I AM POWER LLC and the City of Petersburg.

Kindly advise on the next steps required to advance this process. Should you require any additional documentation or information, please do not hesitate to contact me.

I look forward to collaborating with the city administration to bring this exciting project to fruition. Thank you for your time and attention to this matter.

Sincerely,

Wali Rainer  
Managing Member

# The Power Center and Hotel

## Project Summary

The Power Center will be a mixed-use development blending historic charm with modern functionality. The design features a red brick facade with dark glass accents, creating a distinctive and timeless aesthetic. The estimated total budget range for the project is \$120–\$140 million dollars.

### Key Components:

- **Office Space:** 20,000 sq. ft. of Class A office space, designed for efficiency and affordability.
- **Retail:** 50,000 sq. ft. of dynamic retail space, dining options, and a grocery store.
- **Hotel:** 80–100-room hotel, catering to business travelers, tourists, and event attendees. It would have the following amenities:
  - Comfortable bedding with quality linen.
  - Free Wi-Fi access.
  - Flat-screen TV with cable or streaming services.
  - Mini-fridge and coffee maker.
  - Work desk and ergonomic chair.
  - In-room safe.
  - Iron and ironing board.
  - Complimentary toiletries.
- **Health Club:** 15,000 sq. ft. of fitness and wellness amenities, focused on key essentials for health and wellness.
- **Parking Garage:** 200–250 spaces, with North American Charging Standard (NACS) electric vehicle (EV) charging connectors and charging ports.

### Budget & Cost Strategies:

The project will prioritize affordability while maintaining quality:

- **Energy-efficient systems** to minimize long-term expenses.
- **Smart material choices** optimizing cost while preserving aesthetics.
- **Shared infrastructure** across uses to maximize efficiency.
- **Phased development approach** to control initial investment.

**Vision & Community Impact:**

The Power Center is designed to be a **vibrant, multi-use urban hub**, catering to office workers, visitors, shoppers, and residents while reflecting the **rich historic character of Petersburg**. It will enhance the local economy and community.

**Project Specifications**

- **Class A Office Space: 20,000 sq. ft.**
- **Retail Space: 50,000 sq. ft.** with flexible tenant spaces to attract retail brands.
- **Hotel: 80–100 rooms.**, A **Mariott Courtyard** is the desired hotel.
- **Health Club: 15,000 sq. ft.**, focusing on key fitness amenities without extensive spa features. The health club name would be **"I AM POWER."**
- **Parking Garage: 200–250 spaces**, starting at ground level.
- **Overall Design: Historic red brick structure with dark glass** with cost-effective materials and efficient energy solutions to reduce long-term operational expenses.

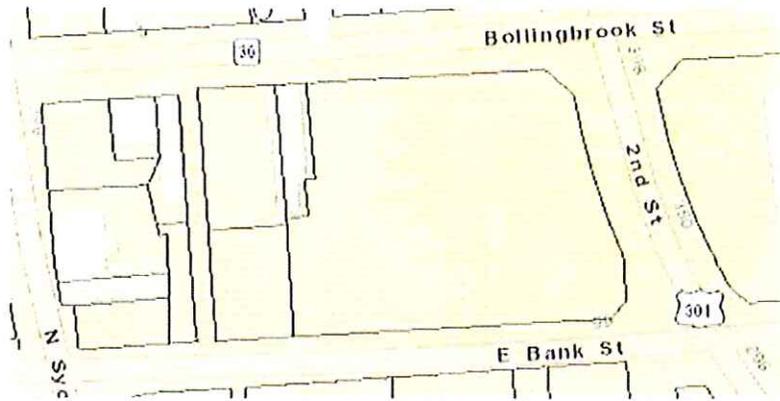
**Project Area**

The project would be on 2 adjoining parcels of 35 East Bank Street and 17 East Bank Street, respectively. The parcel information for the parcels is listed below:

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
<b>Owner Name:</b> CITY OF PETERSBURG <b>Owner Mailing Address:</b> 135 N UNION ST PETERSBURG, VA 23803  <b>Property Use:</b> 479 Parking Lots <b>State Class:</b> 7 Exempt Local <b>Zoning:</b> B-3				<b>Property Address:</b> 35 BANK ST E Petersburg VA <b>Legal Acreage:</b> 1.366 <b>Legal Description:</b> 6 PARCELS 1.35 ACRES <b>Subdivision:</b> Bolling Terminal <b>Assessment Neighborhood Name:</b> Old Towne <b>Local Historic District:</b> Old Towne <b>National Historic District:</b> Old Towne <b>Enterprise Zone:</b> Yes <b>Opportunity Zone:</b> 51730811300	

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
<b>Owner Name:</b> CITY OF PETERSBURG <b>Owner Mailing Address:</b> 135 N UNION ST PETERSBURG, VA 23803  <b>Property Use:</b> 479 Parking Lots <b>State Class:</b> 7 Exempt Local <b>Zoning:</b> B-3				<b>Property Address:</b> 17 BANK ST E Petersburg VA <b>Legal Acreage:</b> .167 <b>Legal Description:</b> TWO PARCELS <b>Subdivision:</b> Bolling Terminal <b>Assessment Neighborhood Name:</b> Old Towne <b>Local Historic District:</b> Old Towne <b>National Historic District:</b> Old Towne <b>Enterprise Zone:</b> Yes <b>Opportunity Zone:</b> 51730811300	

The following pictures show the properties from the City Real website and Google Maps:



**Cost Summary**

**Estimated Cost Breakdown**

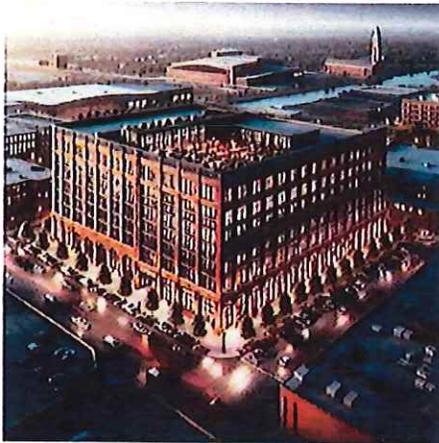
<b>Component</b>	<b>Size</b>	<b>Estimated Cost Range</b>
<b>Class A Office Space</b>	20,000 sq. ft.	\$200-\$400 per sq. ft.
<b>Retail Space</b>	50,000 sq. ft.	\$150-\$350 per sq. ft.
<b>Hotel (80-100 rooms)</b>	80-100 rooms	\$200,000-\$450,000 per room
<b>Health Club</b>	15,000 sq. ft.	\$150-\$300 per sq. ft.
<b>Parking Garage</b>	200-250 spaces	\$12,000-\$25,000 per space

## Total Estimated Cost

The total cost is projected to fall within \$120 million to \$140 million, depending on final design choices, materials, and regional construction costs.

## Sample Renderings

The following are two sample renderings for The Power Center:



## Summary

The Power Center will be a transformative mixed-use development that seamlessly blends modern amenities with historic architectural charm, creating a vibrant hub in downtown Petersburg. With its thoughtfully integrated office space, retail outlets, hotel accommodations, health club, and parking facilities, The Power Center will attract businesses, residents, and visitors alike, generating steady revenue streams across multiple business sectors. The retail and hospitality sectors will foster economic growth by creating jobs and supporting local businesses, while the office space encourages corporate investment and entrepreneurship. The Power Center's commitment to smart urban planning and energy-efficient design enhances the sustainability and appeal of downtown, while reinforcing its role as a thriving commercial and social destination. By revitalizing the underutilized space in the center of downtown, The Power Center will significantly contribute to the city's economic development, increase property values, increase tax revenue, and create a reason to come downtown!

Prepared By:  
Nathaniel A. Scaggs, VSB#77286  
Hill & Rainey, Attorneys  
2425 Boulevard, Suite 9  
Colonial Heights, VA 23834

202302112

TITLE INSURANCE: Fidelity Title Insurance Company  
TAX MAP #: 011-220800; 011-220802; 011-220803; 011-  
220804; 011-220018; 011-140014; 011-140020; 011-140011;  
011-140009; 011-140004; 011-090015; 011-220005

CONSIDERATION: \$3,232,000.00  
ASSESSMENT: \$1,252,700.00

**58.1-811(A3) EXEMPTION**

THIS **DEED** made and entered into on this 5th day of June, 2023, by and between, **BOLLINGBROOK PROPERTIES, LLC F/K/A MASTER PROPERTIES, LLC** AND **WORTHER G. BECKER, III AND KAREN K. BECKER**, hereinafter referred to collectively as “Grantors” and each a Grantor, and **CITY OF PETERSBURG**, hereinafter referred to as “Grantee”.

**WITNESSETH:** That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, the said **BOLLINGBROOK PROPERTIES, LLC F/K/A MASTER PROPERTIES, LLC** does hereby grant and convey, with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, unto the said Grantee, in FEE SIMPLE, the following described property, to-wit:

**See attached Exhibit A for Legal Description;**

**AND FURTHER WITNESSETH:** That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, the said **WORTHER G. BECKER, III AND KAREN K. BECKER** do hereby grant and convey, with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, unto the said Grantee, in FEE SIMPLE, the following described property, to-wit:

**See attached Exhibit B for Legal Description;**

**AND FURTHER WITNESSETH:** It being the intent of the parties hereto to convey all right title and interest held by the Grantors in the properties to be conveyed herein, regardless of any vagaries in the above-referenced descriptions, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, the GRANTORS, hereby quitclaim any and all right, title, and interest, of Grantors, unto the said Grantee, in the following described properties located in the City of Petersburg, to wit:

Street Address	Tax Map #
48 E. Bank St.	011-220800
20 E. Bank St.	011-220802
18 E. Bank St.	011-220803
243 N. Sycamore St.	011-220804
241 N. Sycamore St.	011-220018
301 N. Sycamore St.	011-140014
315 N. Sycamore St.	011-140020
17 E. Bank St.	011-140011
35 E. Bank St.	011-140009
20 Bollingbrook St.	011-140004
31 Bollingbrook St.	011-090015
226 Second St.	011-220005.

These conveyances are made expressly subject to all restrictions, reservations, conditions, covenants, and easements of record affecting the aforesaid property to the extent that they may lawfully apply.

**\*Signatures Appear on the Next Page\***

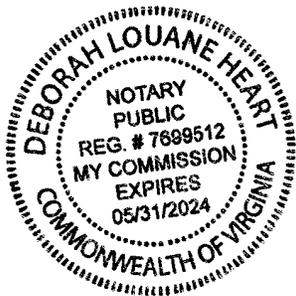
WITNESS the following signature and seal.

W.G. Becker (SEAL)  
Bollingbrook Properties, LLC f/k/a Master  
Properties, LLC  
By: Worther Guy Becker, III, Manager

**STATE OF VIRGINIA  
CITY OF COLONIAL HEIGHTS, to-wit:**

The foregoing instrument was acknowledged before me this 12 day of June,  
2023 by Worther Guy Becker, III, Manager of Bollingbrook Properties, LLC, formerly  
known as Master Properties, LLC.

My Commission Expires: 5/31/2024



Deborah Louane Heart  
Notary Public

W.G. Becker (SEAL)  
Worther G. Becker, III

Karen K. Becker (SEAL)  
Karen K. Becker

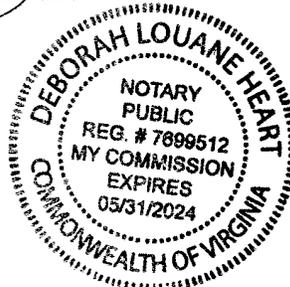
**STATE OF VIRGINIA  
CITY OF COLONIAL HEIGHTS, to-wit:**

The foregoing instrument was acknowledged before me this 12 day of June,  
2023 by Worther G. Becker, III and Karen K. Becker.

My Commission Expires: 5/31/2024

Deborah Louane Heart  
Notary Public

GRANTEE(S) ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_



GRANTEE:

**CITY OF PETERSBURG, VIRGINIA**  
a municipal corporation

By: *John M. Altman, Jr.* (SEAL)  
Name: *John M. Altman, Jr.*  
Title: *City Manager*

**COMMONWEALTH OF VIRGINIA,**  
CITY/COUNTY OF *Prince George*, to-wit:

I, *Shaunta' Smith Beasley* do hereby certify that  
*John M. Altman, Jr.*, in his/her capacity as *City Manager* of the  
City of Petersburg, Virginia, whose name is signed to the foregoing Deed, has acknowledged  
the same before me in my City and State aforesaid.

Given under my hand this *9th* day of *June*, 2023.

*Shaunta' Smith Beasley*  
Notary Public

My commission expires: *10/31/26*  
Registration No.: *7599193*



APPROVED AS TO FORM:

*[Signature]* *6/6/2023*  
Anthony C. Williams, City Attorney  
City of Petersburg, Virginia

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## EXHIBIT A

### FIRST 011-220800 – 48 E. Bank Street

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia fronting 71 feet, more or less, on the south side of East Bank Street and running back therefrom southwardly between parallel lines (parallel to the western line of Second Street) 117.75 feet, more or less, being known, numbered and designated as 48 East Bank Street, Petersburg, Virginia, and shown as Parcel Two (2) on a plat entitled “Plat of #48 East Bank Street, Petersburg, Virginia”, made by Charles C. Townes & Associates, dated December 2, 1982 and recorded along with and made a part of deed dated December 20, 1982 from Worther Guy Becker, III and Karen K. Becker, husband wife, to Albert Suttle, Sr., recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 410 at Page 588, and the property being conveyed being shown on that certain plat entitled “Plat Showing # 48 East Bank Street, Parcel 20F Lot 23 ~ Robert Bolling Estate Petersburg Virginia” prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

### SECOND 011-220802 – 20 E. Bank Street

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, currently known as 20 E. Bank Street, Petersburg, Virginia, having City Tax Map No. 011-220802, the parcel being conveyed being shown on that certain plat entitled “Plat Showing # 20 East Bank Street Lot 4 Robert Bolling Estate Petersburg, Virginia” prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk’s Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

### THIRD 011-220803 - 18 E. Bank Street

- (a) All those three certain lots or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the south side of East Bank Street in the City of Petersburg, Virginia, having an aggregate frontage on the south side of said street 86.55’ and extending back southwardly therefrom

between parallel lines 200' to an alley, the said lots being known, numbered and designated as Lots 2, 3 and 4 on a plat thereof recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia with a certain deed from Oliver H. Palmer and wife to William J. Crowder, dated March 17, 1876, in Deed Book 37 at Page 574, and also all of the right, title and interest of the Grantors in and to the alley on the east side of said lots, extending southwardly along Lot No. 4, and about 13' wide, and also all right, title and interest of the Grantors in and to alley on the south side of said lots, extending westwardly along the south side of said lots, and being 16.5' wide, both of which alleys are shown on the aforesaid plat.

- (b) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, being situate and fronting 47 feet, more or less, on the south side of East Bank Street in the City of Petersburg, Virginia and extending back southwardly 216 feet, more or less, and more accurately described according to a plat of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 34 at Page 386, recorded along with a deed from C.F. Collier to T.S. Johnson, dated June 20, 1872, being Lot Number 2 as shown on said plat as follows: Beginning at a point on the south line of said East Bank Street, thence westwardly along the south line of said East Bank Street 47 feet to a point; thence southwardly 63-1/4 feet to a point; thence westwardly 17-3/4 feet to a point; thence southwardly 153.05 feet to a point; thence eastwardly 63-1/2 feet to a point; thence northwardly 216 feet to the point of beginning on East Bank Street.
- (c) All that certain lot or parcel of land fronting 17-3/4 feet on the south side of East Bank Street in the City of Petersburg, Virginia and extending back therefrom, between parallel lines, a distance of 64-14 feet, and more accurately described according to a plat of record in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 34 at Page 386, recorded along with a deed from C.F. Collier to T.S. Johnson dated June 20, 1872, being Lot Number 3 as shown on said plat as follows: Beginning at a point on the south line of East Bank Street, thence westwardly along the south line of said street 17-3/4 feet to a point; thence southwardly 63-1/4 feet to a point; thence eastwardly 17-3/4 feet to a point; thence northwardly 63-1/4 feet to the point of beginning.
- (d) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, being and situate on the east side of Sly Alley in the City of Petersburg, Virginia, fronting on Sly Alley 33 feet 7 inches, more or less, commencing at an iron pin at the dividing line between the property hereby conveyed and the property formerly owned by Robert H. O'Kennon on the south, thence running north along the east line of said Sly Alley 33 feet 7 inches to another iron pin, said lot running back eastwardly between parallel lines 44 feet 6 inches to the property formerly owned by John V. Willcox, bounded on the south by the property formerly owned by Robert H. O'Kennon and on the west side by Sly Alley.

- (e) All that certain lot, or parcel of land, with improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia on the east side of Sly Alley, fronting thereon 60 feet, being the same more or less, and running back to the lot formerly of George W. Bolling's Estate 44 feet, being the same more or less, bounded on the south by Jail Alley, on the north by a lot formerly belonging to the heirs of Dr. John Bragg; and also that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying on the east side of Sly Alley, fronting thereon 24 feet, being the same more or less, and bounded on the south by the property above mentioned.
- (f) All that certain lot or parcel of land, with all the improvements thereon and appurtenances thereto belonging, on the east side of Sly Alley in the City of Petersburg, Virginia and bounded as follows: Commencing at an iron pin on the east side of Sly Alley 104 feet 8 inches south of East Bank Street, running thence east 44 feet 6 inches to an iron pin, meeting an alley 4 feet and 8 inches wide for the use of the owners of the two lots, thence south 61 feet 5 inches, more or less, to the dividing line of the lot formerly owned by J.A. Lanier, thence west along the former J.A. Lanier's line 44 feet 6 inches to Sly Alley; thence northwardly along the east side of Sly Alley 64 feet 5 inches to the point of beginning, excepting a certain parcel of land 19 feet front and 44 feet and 6 inches back, which was conveyed by the said J.A. Lanier and wife to Laura Stafford by deed dated February 24, 1916 and recorded in the abovementioned Clerk's Office in Deed Book 87 at Page 184.
- (g) All that certain lot or parcel of land, with the improvements thereon and appurtenance thereto belonging lying in the City of Petersburg, Virginia, on the south side of East Bank Street, fronting thereon fifty (50) feet, and running back between parallel lines one hundred ninety-three (193) feet, and being a part of the eastern half of Lot No. 6 on Bolling's Plat of Petersburg.
- (h) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia at the southeast corner of East Bank Street and Sly Alley, bearing the current city street number 20 East Bank Street, fronting on the south side of East Bank Street 45.52 feet and extending back therefrom southwardly 119 feet on its western line (which is the eastern line of Sly Alley), and 117.7 feet on its eastern line, having a rear width of 45.52 feet; the metes and bounds of said property being shown on a plat made by F.D. P. Bruner, Engineer, dated July 24, 1951, attached to and recorded along with a deed from L.P. Johnson and others to M.D. Goodrich and Son, Incorporated dated July 25, 1951 and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 179 at Page 493.

The parcel being conveyed being shown on that certain plat entitled "Plat Showing # 18 East Bank Street Lots 2 & 3 Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed

to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

FOURTH 011-220804 - 243 N Sycamore Street

- (a) All that certain lot or parcel of land, with all the improvements thereon and the appurtenances thereto belonging, lying, being and situate at the southeast corner of North Sycamore Street and East Bank Street, in the City of Petersburg, Virginia, fronting on said North Sycamore Street 50 feet, more or less, and on East Bank Street 136 feet, more or less, and bounded on the north by East Bank Street, on the east by Jail or Sly Alley, on the south by property formerly owned by James H. Bailey, and on the west by North Sycamore Street, LESS & EXCEPT that portion of said parcel conveyed to the City of Petersburg by Albert Suttle and wife by deed dated July 30, 1971 and recorded in Deed Book 308 at Page 348 in the Clerk's Office of the Circuit Court of said city.
- (b) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate immediately south of and adjoining the property hereinbefore described, fronting 13 feet 10 inches on Jail or Sly Alley and running back westwardly between parallel lines 18 feet 4 inches, and bounded on the north by the property immediately above described, on the east by Jail or Sly Alley, and on the south and west by other property formerly owned by Petersburg Insurance Company, Incorporated.
- (c) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 24 feet, more or less, on the east side of North Sycamore Street, and running back eastwardly on its northern line 109 feet 8 inches, more or less, thence southwardly parallel to Jail or Sly Alley 13 feet 10 inches, more or less, thence eastwardly 18 feet 4 inches, more or less, to Jail or Sly Alley, thence southwardly along said alley 10 feet 2 inches, more or less, thence westwardly parallel to the line first abovementioned 128 feet, more or less, to North Sycamore Street, thence northwardly along North Sycamore Street 24 feet, more or less, to the point of beginning, bounded on the north by property formerly belonging to Petersburg Theatres, Incorporated.
- (d) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate and fronting 27 feet, more or less, on the east side of North Sycamore Street, in the City of Petersburg, Virginia, and extending back eastwardly to Sly Alley, and bounded as follows: on the north by land formerly belonging to James K. Minnis, on the south by land formerly belonging to Charles Brown, on the west by Sycamore Street, and on the east by Sly Alley.

LESS and EXCEPT that portion of the above parcels (c) and (d) conveyed to the City of Petersburg by Albert Suttle and wife by deed dated July 30, 1971 and recorded in Deed Book 308 at Page 348 in the aforementioned Clerk's Office.

- (e) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current city street number 243 North Sycamore Street, fronting on the east side of North Sycamore Street and running back eastwardly to the western line of Sly Alley, the metes and bounds whereof are set forth and described on a certain plat of said property made by R.A. Bristow, Engineer, attached to a deed dated February 18, 1971 from Louis Ginsberg and Shirley P. Ginsberg, husband and wife, to Albert Suttle, recorded in the Circuit Court Clerk's Office of the City of Petersburg, Virginia in Deed Book 305 at Page 690.

LESS and EXCEPT that portion of said parcel conveyed to the City of Petersburg, Virginia by Albert Suttle and wife by deed dated July 30, 1971 and recorded in Deed Book 308 at Page 348 in the abovementioned Clerk's Office.

The parcel being conveyed being shown on that certain plat entitled "Plat Showing # 243 N. Sycamore Street, Part of Lots 1 & 2 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 26, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

FIFTH 011-220018 - 241 N. Sycamore Street

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia on the east side of North Sycamore Street between East Bank Street and Courthouse Avenue, known by the current city street number 241 North Sycamore Street, and bounded and described as follows: Commencing at a point on the east line of North Sycamore Street 121.89 feet south of the intersectional point of the east line of North Sycamore Street with the southern line of East Bank Street, and thence running southwardly along the east line of North Sycamore Street and fronting thereon a distance of twenty-two (22) feet six and one-half (6-1/2) inches, and from said frontage extending back eastwardly between parallel lines (or nearly so) a distance of one hundred fifteen (115) feet to the western line of Sly Alley. A plat of survey of the premises herein described, made by Carter R. Bishop, C.E., dated February 26, 1927, is attached to and recorded with a certain deed of trust from Archie Wice and wife to Virginia Trust Company, Trustee, dated March 1, 1927 and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia I Deed Book 112, Page 562, reference to which is here made, said property being further shown on that certain plat entitled "Plat Showing # 241 N. Sycamore Street, Part of Lots 1 & 2 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline

Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

SIXTH 011-140014 - 301 N. Sycamore Street

All those two certain lots described on a plat made by C.R. Bishop, Chief Eng., dated December 12, 1929, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 119 at Page 452, as follows:

All that certain lot or parcel of land situate at the intersection of the northerly line of East Bank Street and the easterly line of Sycamore Street; extending thence (1) along said easterly side of Sycamore Street northwardly 20.9 feet to a point in the line of land designated as Lot #2 on the above mentioned survey; thence (2) along the line of said lot eastwardly 87.0 feet to a point on the westerly side of a certain alley which extends northwardly from East Bank Street (at which point it is 7 feet wide) a distance of 41 feet (at which northern extremity said alley is 8.20 feet wide); thence (3) along the westerly line of said alley southwardly 21.0 feet to the northerly line of East Bank Street; thence (4) westwardly 85.1 feet to the first mentioned point and place of beginning; being designated as Lot #1 on the abovementioned survey.

All that certain lot or parcel of land situate on the easterly line of Sycamore Street at a distance of 20.9 feet northwardly from the northerly line of East Bank Street; extending thence (1) along said easterly line of Sycamore Street 20.5 feet to a point in land formerly of Louis Rosenbloom; thence (2) along said land eastwardly 87.92 feet to a point on the westerly line of the abovementioned alley; thence (3) along said alley southwardly 20 feet to a point in the line of land designated as Lot #1 on abovementioned survey; and thence (4) along the line of said lot westwardly 87.0 feet to the first mentioned point and place of beginning; being designated as Lot #2 on above-mentioned survey.

Said property being shown on that certain plat entitled "Plat Showing # 241 N. Sycamore Street, Part of Lots 1 & 2 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

SEVENTH 011-140020 - 315 N. Sycamore Street

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia at the southeast intersection of

North Sycamore and Bollingbrook Streets, and more particularly described according to a plat of survey made by F.D.P. Bruner, Engineer, dated July 23, 1959, revised September 30, 1959, a copy of which is recorded along with the deed from Tidewater Oil Company, a Delaware corporation to Master Chevrolet Sales, Incorporated, a Virginia corporation, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 266 at Page 300, as follows: BEGINNING at the intersection of the easterly line of North Sycamore Street with the southerly line of Bollingbrook Street; thence along the east right-of-way line of North Sycamore Street S.0 degrees 37' E. 77.33 feet to a point; thence N 89 degrees 21' E. 88.20 feet to a point; thence N 0 degrees 23' W. 3 feet; thence N. 89 degrees 37' E. 4.5 feet; thence N 0 degrees 23' W. 7.05 feet; thence S 89 degrees 37' W. 4.5 feet; thence N 0 degrees 23' W. 15.75 feet; thence S 87 degrees 24' W. 28.38 feet; thence N 0 degrees 50' W. 51.95 feet to the southerly line of Bollingbrook Street; thence along the southerly line of Bollingbrook Street S 89 degrees 52' W. 59.58 feet to the point of beginning. Said property being further shown on that certain plat entitled "Plat Showing # 315 N. Sycamore Street, Part of Lot 19 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

EIGHTH 011-140011 - 17 E. Bank Street

All those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia on the north side of East Bank Street, and known by the current city street numbers as #13-15, 17, 19, 21-25 East Bank Street, and as further shown and described on a certain plat entitled "Plat of #16, 18-20, 24, 26 Bollingbrook Street and #13-15, 17, 19, 21-25 East Bank Street, Petersburg, Virginia for Albert Suttle, Sr.", made by Charles C. Townes & Associates, dated December 15, 1983 and recorded in the Circuit Court Clerk's Office of said city in Deed Book 401 at Page 436. Said property being further shown on that certain plat entitled "Plat Showing # 17 East Bank Street, Part of Lot 20 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

NINTH 011-140009 - 35 E. Bank Street

- (a) All that certain piece or parcel of land situate in the City of Petersburg, Virginia, with the improvements thereon situate and the appurtenances thereunto belonging, fronting on the south side of Bollingbrook Street 48 feet 2 inches, more or less, and

running back in a southerly direction to East Bank Street, on which street it fronts 41 feet 5 inches, more or less, together with all right, privileges an ownership now existing in the present owner of said property in the east and west walls of the building situate on said property and the ground upon which said walls are located, as set out in deeds recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 22 at Page 15 and Deed Book 24 at Page 21.

- (b) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the north side of East Bank Street in the City of Petersburg, Virginia, fronting thereon 34 feet, more or less, and running back northwardly between practically parallel lines 110 feet, more or less, and bounded as follows, to-wit: to the north by property formerly belonging to Timothy Rivers and William I. Jones, on the east by property formerly belonging to B.D. Booth, on the south by East Bank Street, and on the west by the property belonging to the Estate of H. Peroneau Brown, the property above described being the southern portion of Lot Number 22 on Bolling's plat recorded in the Circuit Court Clerk's Office in Deed Book 1 at Page 301.
  
- (c) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the south side of Bollingbrook Street in the City of Petersburg, Virginia, fronting thereon 33 feet 4 inches, more or less, and running back southwardly between parallel lines 107 feet 9 inches, more or less, and bounded as follows: on the north by Bollingbrook Street, on the east by property formerly owned by B.D. Booth, on the south by the property conveyed by the heirs of S.H. Jones and the heirs of Timothy Rives to the Columbian Peanut Company by deed dated July 5, 1900, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 63 at Page 104, on the west by property formerly belonging to the Estate of H. Peroneau Brown; Together with the joint use in common with the property conveyed as aforesaid to the Columbian Peanut Company of an alley running from East Bank Street northwardly under an archway on the east side of the building upon the land conveyed as aforesaid to Columbian Peanut Company, which said alley is for the joint use of the said property of the said company and the property hereby conveyed, the property hereby conveyed being subject to the right of the owner of the lot lying to the east thereof on Bollingbrook Street of the joint use with the owner of the property hereby conveyed of the division wall between the two lots and the buildings thereon.
  
- (d) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying in the City of Petersburg, Virginia, and more particularly described as follows: Beginning at a point marking the intersection of the north line of East Bank Street with the west line of Second Street; thence northwardly along the west line of Second Street 130 feet, more or less, to

what was a previously the center line of the north wall of a building on the property hereby conveyed, which was a party wall; thence westwardly along what was the center line of said wall 50 feet, more or less, to the center of what was the partition wall between the property hereby conveyed and that which formerly adjoined it on the west, thence southwardly along what was the center line of said partition wall 60 feet, more or less, to a point; thence westwardly at right angles along what was the northern line of another wall 4 feet 5 inches to a point; thence continuing westwardly along said last mentioned line 2 feet to a point; thence southwardly along a line parallel with what was the west wall of the property hereby conveyed 70 feet, more or less, to the north line of East Bank Street; thence eastwardly along the north line of East Bank Street 48 feet to the point of beginning.

The parcel being conveyed being as being shown on that certain plat entitled "Plat Showing # 35 East Bank Street, Lots 22, 23 & Part of 21 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated April 17, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

#### TENTH 011-140004 - 20 Bollingbrook Street

All those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia on the south side of Bollingbrook Street, and known by the current city street numbers as 16, 18-20, 24 and 26 Bolingbrook Street, and as further shown and described on a certain plat entitled "Plat of #16, 18-20, 24 and 26 Bollingbrook Street and #13-15, 17, 19, 21-25 East Bank Street, Petersburg, Virginia, for Albert Suttle, Sr.", made by Charles C. Townes & Associates, dated December 15, 1983, which plat is attached to and made a part of the deed from Marie Schwarz and Edward F. Schwarz, her husband, to Albert Suttle, Sr. and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia Deed Book 401 at Page 436. The property being conveyed being shown on a certain plat shown on that certain plat entitled "Plat Showing # 20 Bollingbrook Street, Part of Lot 20 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

#### ELEVENTH 011-090015 -31 Bollingbrook Street

- (a) All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, fronting

on the north side of Bollingbrook Street 34.65 feet, more or less, and running back therefrom 150 feet to Bear Alley, and having a rear width of 37.5 feet, more or less, said property being known by the current city street numbers 31-33 Bollingbrook Street.

- (b) All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying on the north side of Bollingbrook Street in the City of Petersburg, Virginia, and being a part of Lots Nos. 40 and 41 on a plat of Bollingbrook Street, said property fronting on the north side of Bollingbrook Street 30 feet, more or less, and running back between parallel lines to an alley about 150 feet, more or less.

LESS, SAVE and EXCEPT that portion of said lots conveyed to the City of Petersburg by Irving L. Dorsk and wife by deed dated June 28, 1958, which is recorded in Deed Book 209, at Page 177, to which deed and the plat recorded therewith in Deed Book 209, at Page 179, reference is here made for a further and more complete description of the property hereby conveyed.

The property being conveyed being shown on a certain plat entitled "Plat Showing # 20 Bollingbrook Street, Part of Lot 20 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 483.

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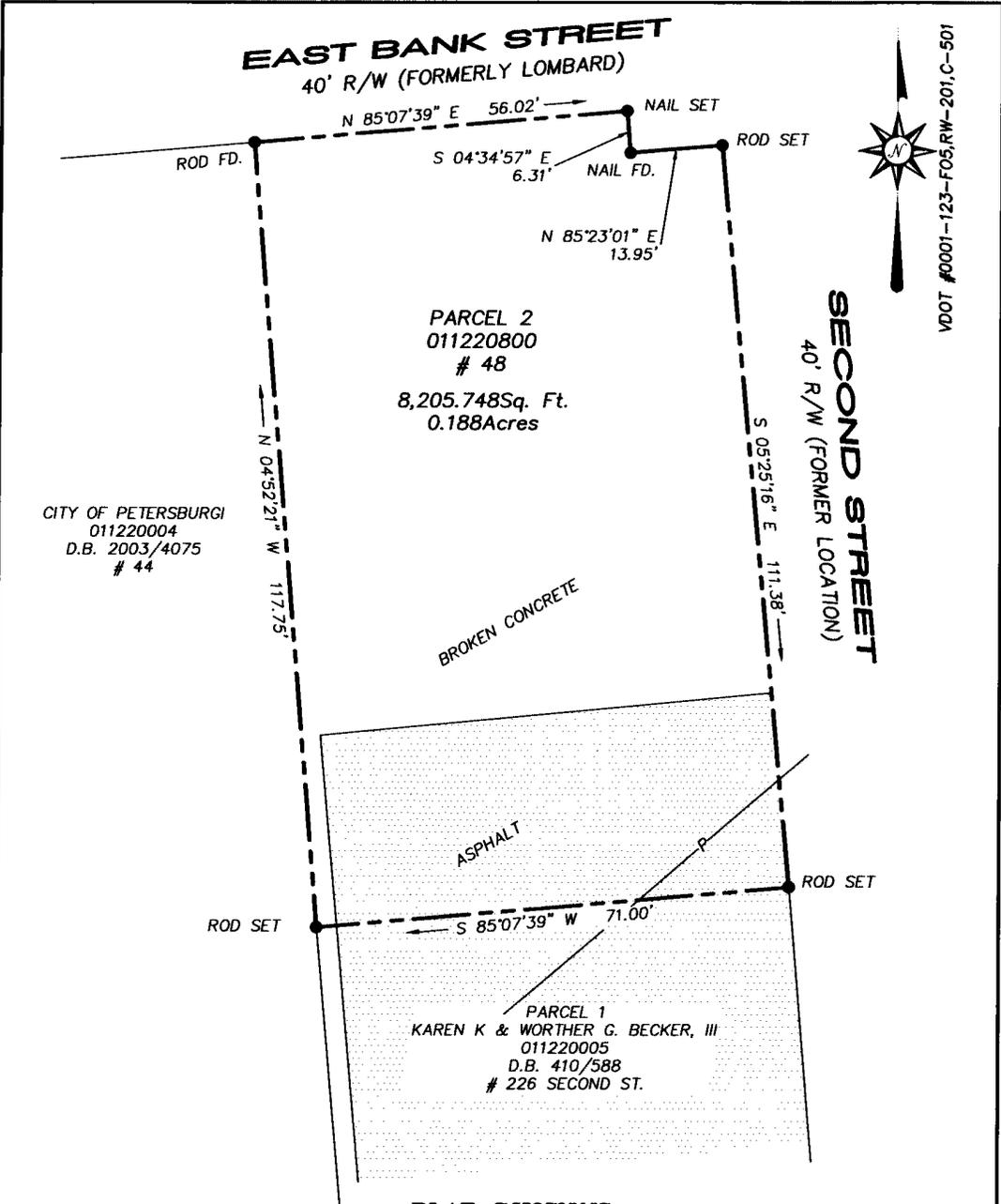
**EXHIBIT B**

TWELFTH 011-220005 - 226 Second Street

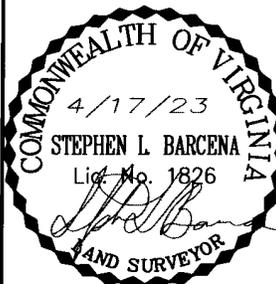
All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying at the southwest corner of East Bank and Second Streets in the City of Petersburg, Virginia, fronting 71 feet, more or less, on the south side of Est Bank Street and running back therefrom southwardly between parallel lines (parallel to the western line of Second Street) 217 feet 9 inches; and being in all respects the same property conveyed to Delta Properties as the first item in a certain deed from First and Merchants National Bank, Trustee, dated December 31, 1965, and recorded in the Clerk's Office of the Circuit (formerly Hastings) Court of the City of Petersburg, Virginia, in Deed Book 278, at page 408.

LESS, SAVE, and EXCEPT that portion of the property shown as Parcel Two (2) on a plat entitled "Plat of #48 East Bank Street, Petersburg, Virginia", made by Charles C. Townes & Associates, dated December 2, 1982, and recorded along with and made a part of the deed dated December 20, 1982, from Worther Guy Becker, III and Karen K. Becker, husband and wife, to Albert Suttle Sr., recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 410 at Page 588.

The property being conveyed being shown on a certain plat entitled "Plat Showing # 226 Second Street, Parcel 1 of Lot 5 ~ Robert Bolling Estate Petersburg, Virginia" prepared by Stephen L. Barcena, Land Surveyor, Baseline Land Surveying, dated March 22, 2023, and recorded herewith and made a part hereof. IT BEING a portion of the property conveyed to Master Properties, LLC (now known as Bollingbrook Properties, LLC) by deed dated the 3rd day of November, 1998, by Albert Suttle, Jr., and Grace Ellis Suttle, recorded in the Clerk's Office of the Circuit Court of the City of Petersburg in Deed Book 602, at Page 403. IT BEING a portion of the same property conveyed to Worther G. Becker, III and Karen K. Becker by deed dated November 10, 1982 from Delta Properties, acting by Delta Oil Company, its general partner, recorded in the Clerk's Office aforesaid in Deed Book 393 page 72.

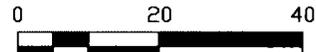


**PLAT SHOWING  
# 48 EAST BANK STREET, PARCEL 20F  
LOT 23 ~ ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



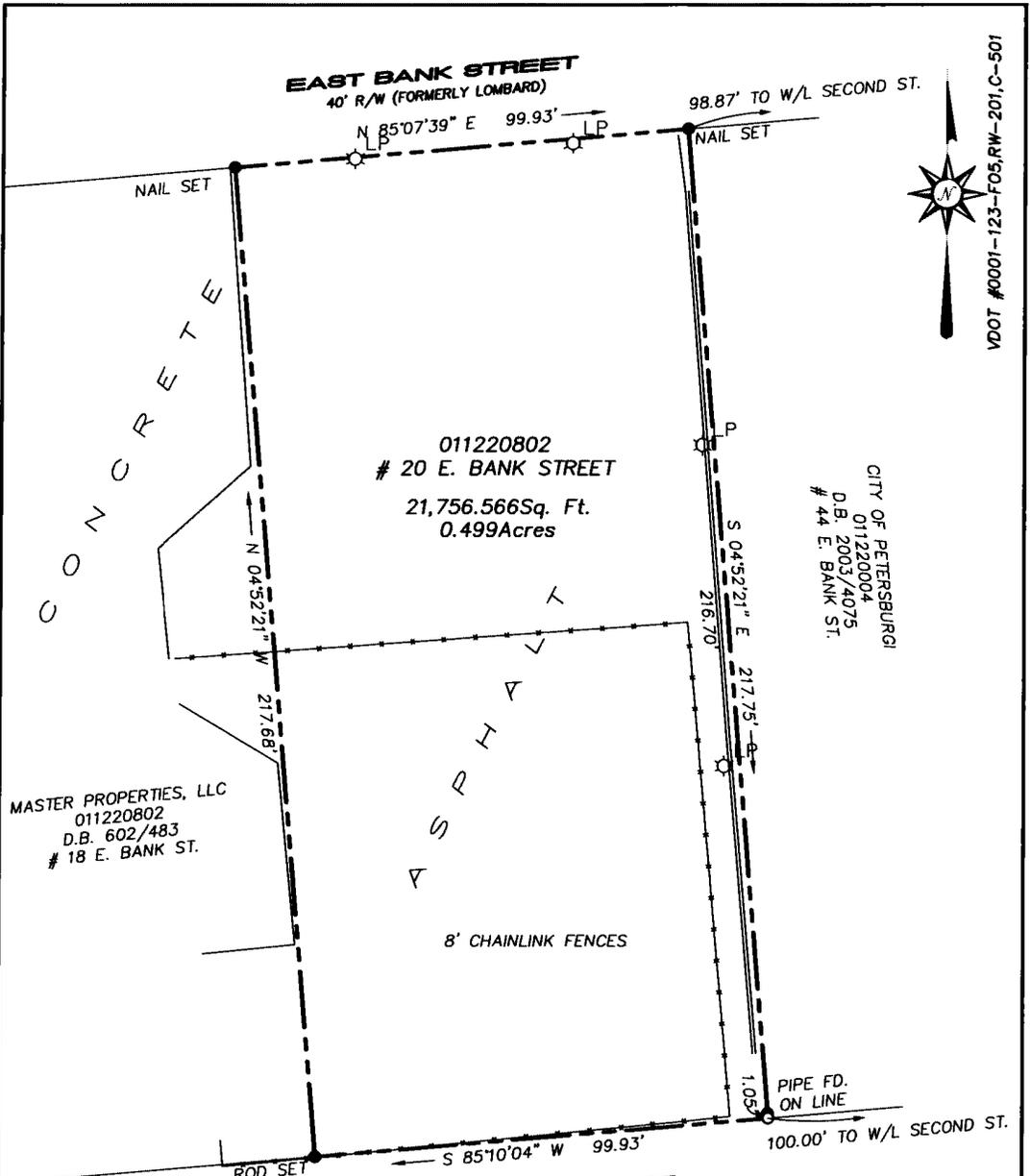
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.

THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



	<b>BASELINE LAND SURVEYING</b> 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
	DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB		
CHECKED BY:	CALC. CHK.: SLB	
JOB NO.: 23554	F.B. O.P.	

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO. \_\_\_\_\_ REV.: \_\_\_\_\_

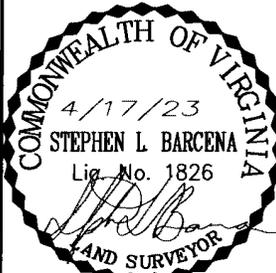


VDOT #0001-123-F05,RW-201,C-501

CITY OF PETERSBURG  
011220004  
D.B. 2003/4075  
# 44 E. BANK ST.

MASTER PROPERTIES, LLC  
011220802  
D.B. 602/483  
# 18 E. BANK ST.

**PLAT SHOWING  
# 20 EAST BANK STREET LOT 4  
ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

0 30 60

**BASELINE LAND SURVEYING**  
526 GROVE AVENUE  
PETERSBURG, VIRGINIA 23803  
BL523803@MSN.COM  
PH.: 804.520.9180 / FX.: 804.722.9517

DATE: APRIL 17, 2023 SCALE: 1" = 30'

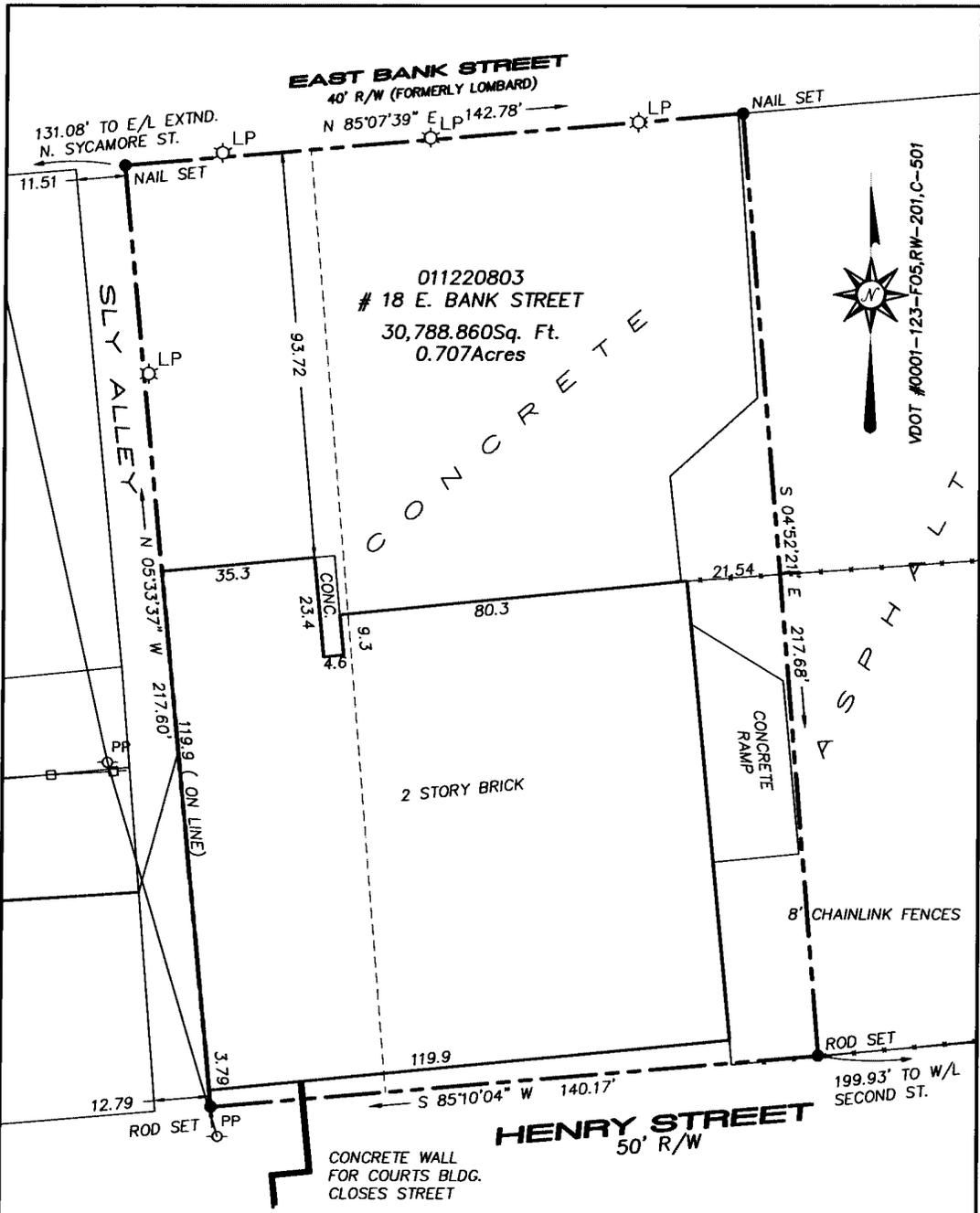
DRAWN BY: SLB

CHECKED BY: CALC. CHK.: SLB

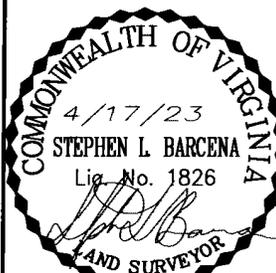
JOB NO.: 23555 F.B. LL.

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO.

REV.:

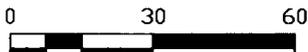


**PLAT SHOWING  
# 18 EAST BANK STREET LOTS 2 & 3  
ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.

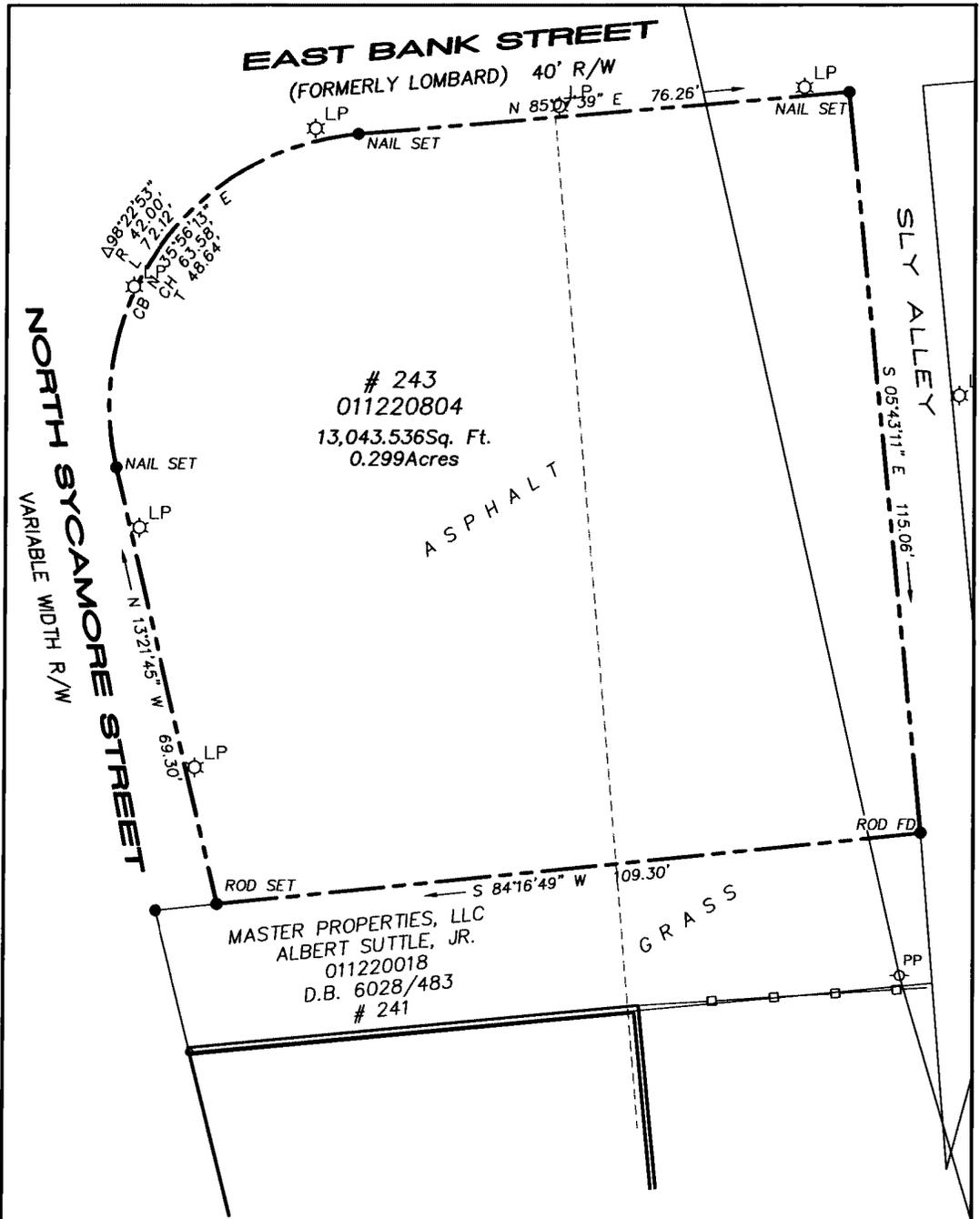
THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 510120007D, DATED 12/15/2022.



	<b>BASELINE LAND SURVEYING</b> 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
	DATE: APRIL 17, 2023	SCALE: 1" = 30'
DRAWN BY: SLB		
CHECKED BY:	CALC. CHK.: SLB	
JOB NO.: 23556	F.B. L.L.	

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO.

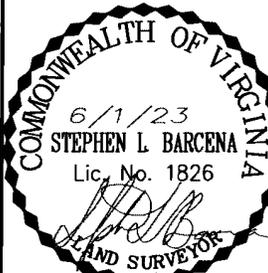
REV.:



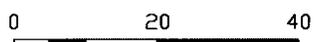
# 243  
011220804  
13,043.536 Sq. Ft.  
0.299 Acres

MASTER PROPERTIES, LLC  
ALBERT SUTTLE, JR.  
011220018  
D.B. 6028/483  
# 241

**PLAT SHOWING**  
**# 243 N. SYCAMORE STREET, PART OF**  
**LOTS 1 & 2 ~ ROBERT BOLLING ESTATE**  
**PETERSBURG, VIRGINIA**



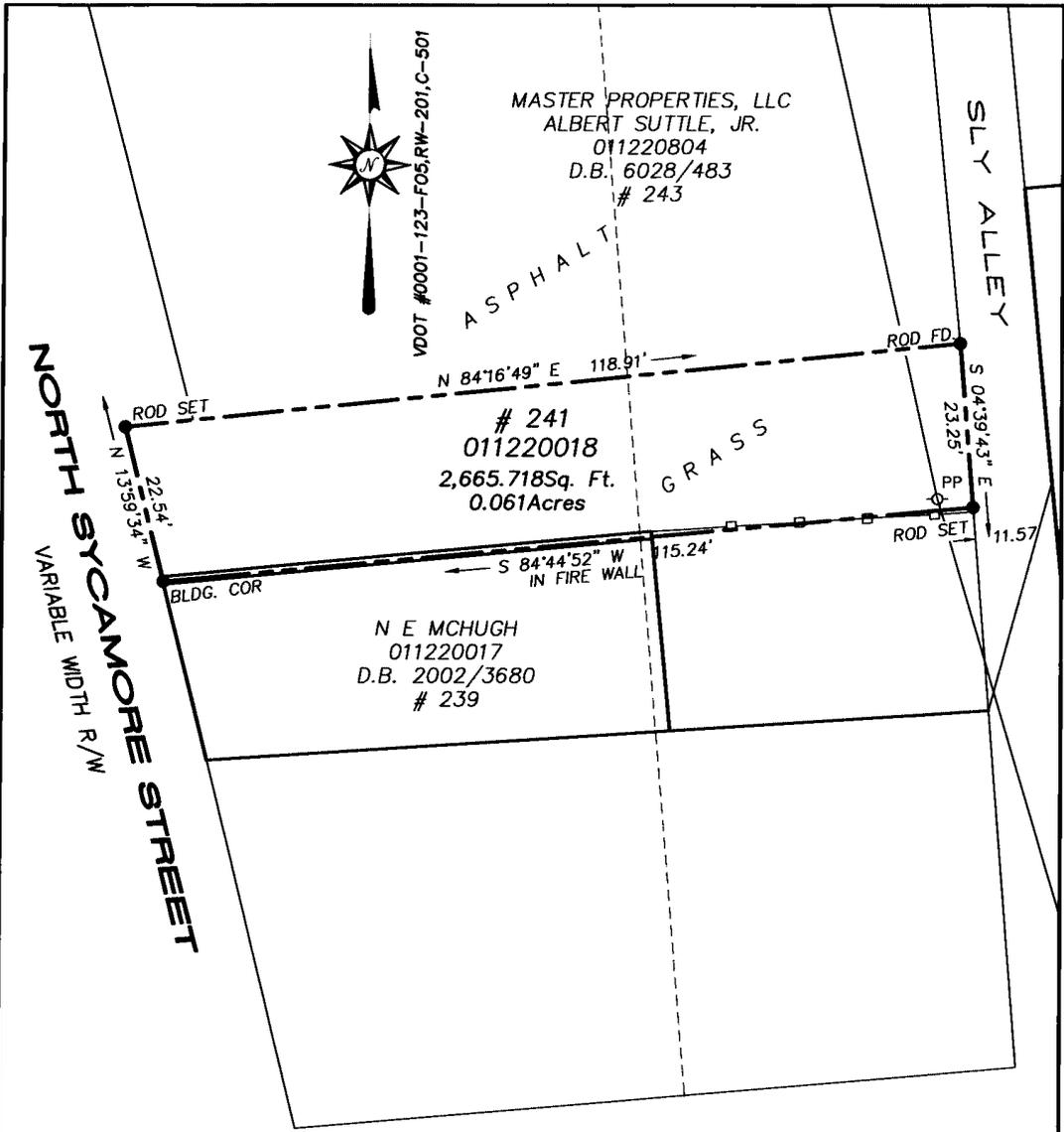
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/26/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



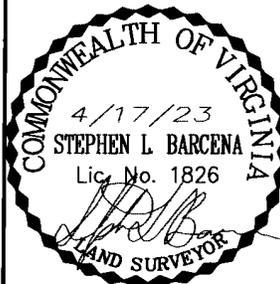
<b>BASELINE</b> <b>LAND SURVEYING</b>	
526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BL523803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
DATE: APRIL 26, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	
CHECKED BY:	CALC. CHK.: SLB
JOB NO.: 23615	F.B. LL

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO.

REV.: 6/1/23



**PLAT SHOWING  
# 241 N. SYCAMORE STREET, PART OF  
LOTS 1 & 2 ~ ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



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

DATE: APRIL 17, 2023 SCALE: 1" = 20'

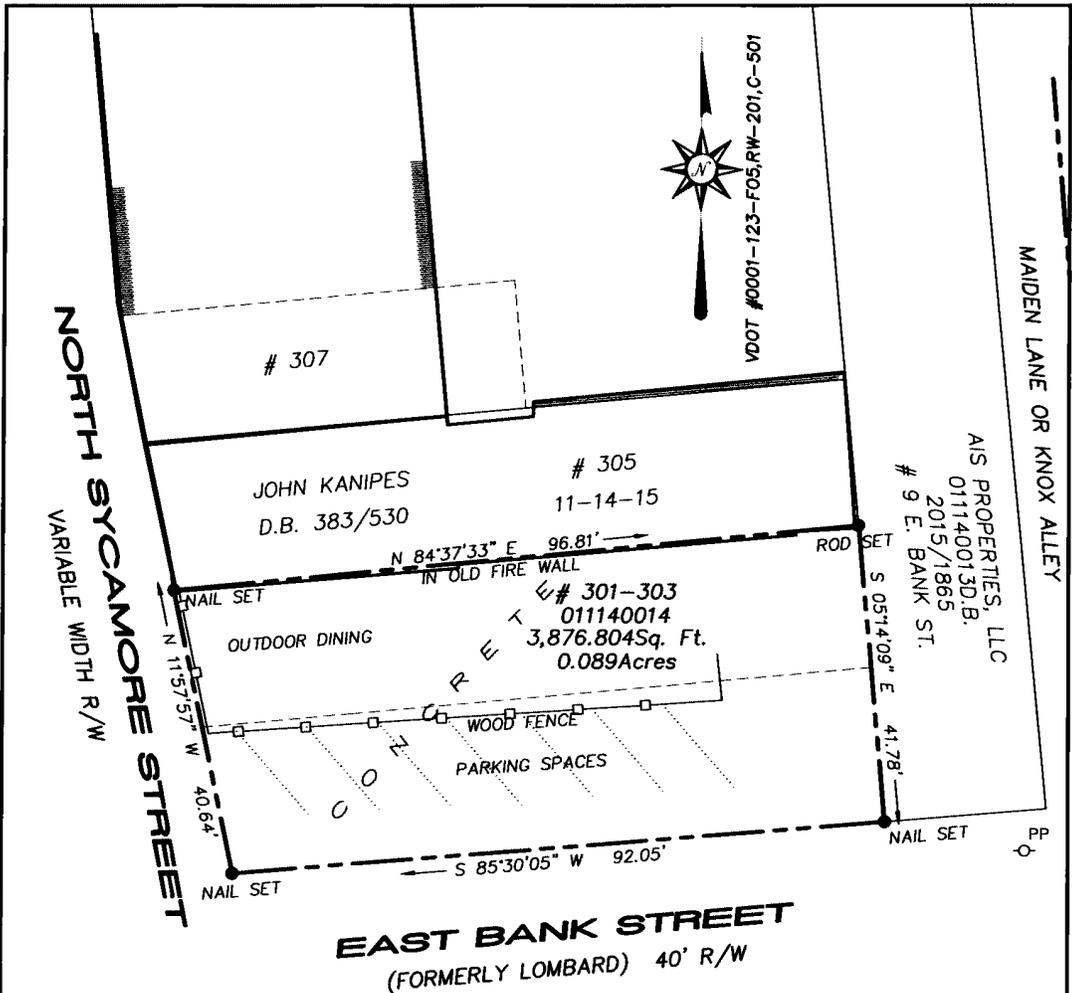
DRAWN BY: SLB

CHECKED BY: CALC. CHK.: SLB

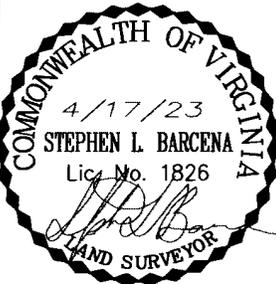
JOB NO.: 23558 F.B. LL

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO.

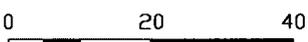
REV.:



**PLAT SHOWING  
 # 301 N. SYCAMORE STREET, PART OF  
 LOT 19 ~ ROBERT BOLLING ESTATE  
 PETERSBURG, VIRGINIA**



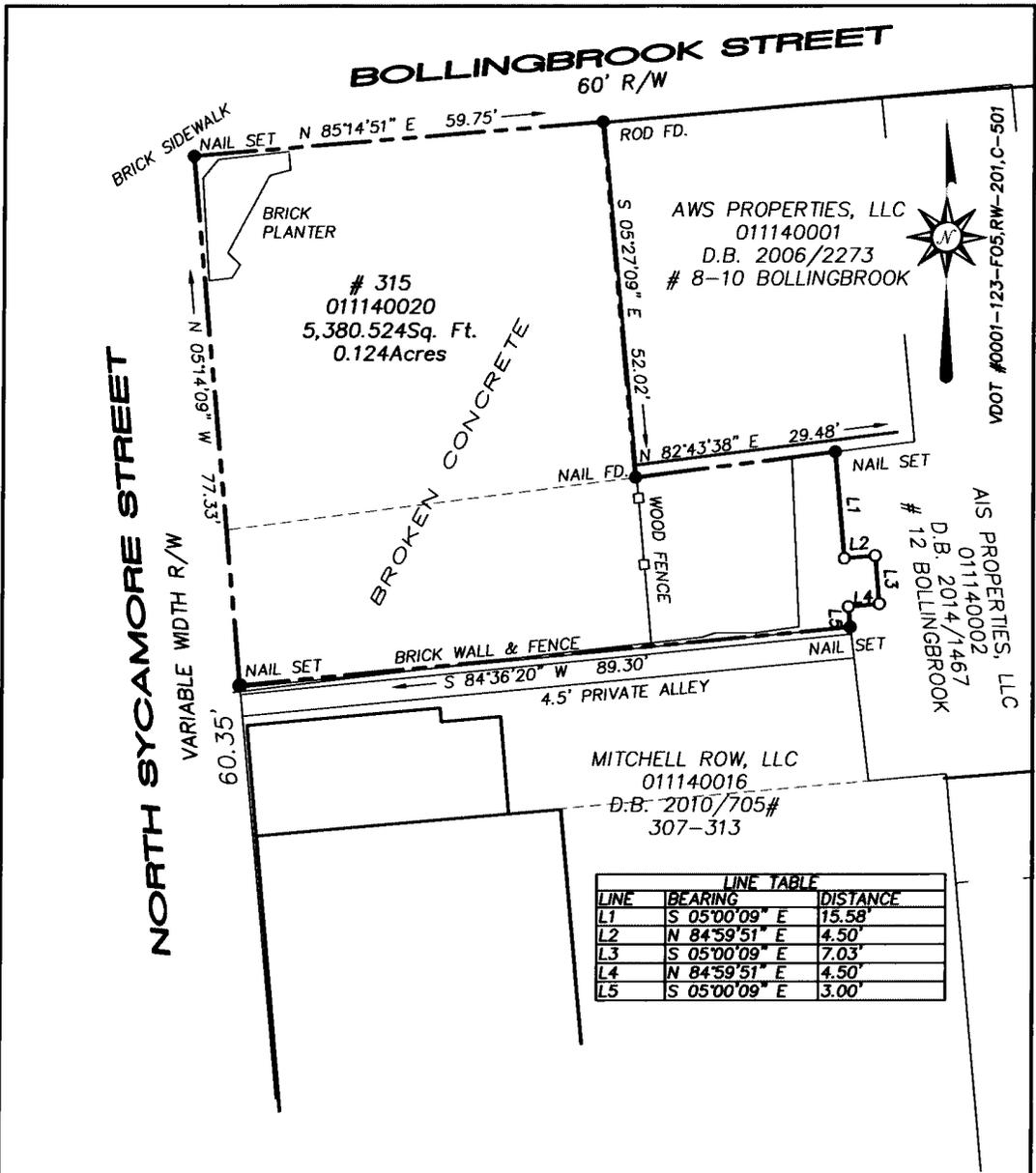
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



<b>BASELINE          LAND SURVEYING</b> 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 BLS23803@MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	CALC. CHK.: SLB
CHECKED BY:	F.B. LL
JOB NO.: 23559	

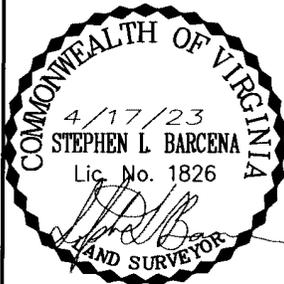
NOT VALID UNLESS SIGNED IN RED  
 PREVIOUS JOB NO.

REV.:

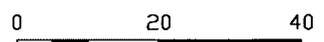


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°00'09" E	15.58'
L2	N 84°59'51" E	4.50'
L3	S 05°00'09" E	7.03'
L4	N 84°59'51" E	4.50'
L5	S 05°00'09" E	3.00'

**PLAT SHOWING  
# 315 N. SYCAMORE STREET, PART OF  
LOT 19 ~ ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

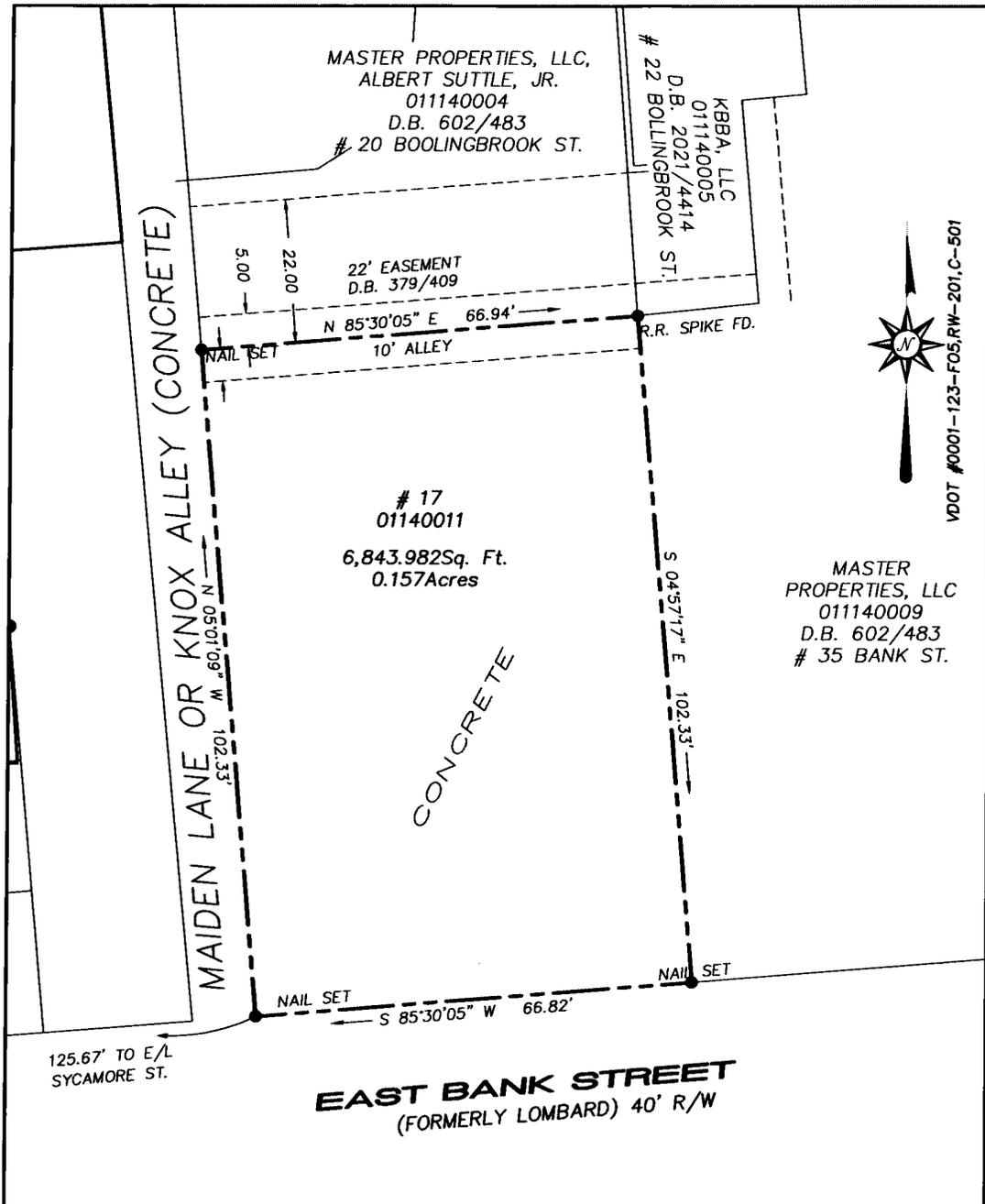


**BASELINE  
LAND SURVEYING**  
526 GROVE AVENUE  
PETERSBURG, VIRGINIA 23803  
BLS23803@MSN.COM  
PH.: 804.520.9180 / FX.: 804.722.9517

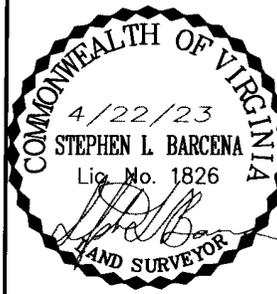
DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	CHECKED BY: CALC. CHK.: SLB
JOB NO.: 23563	F.B. LL

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO.

REV.:



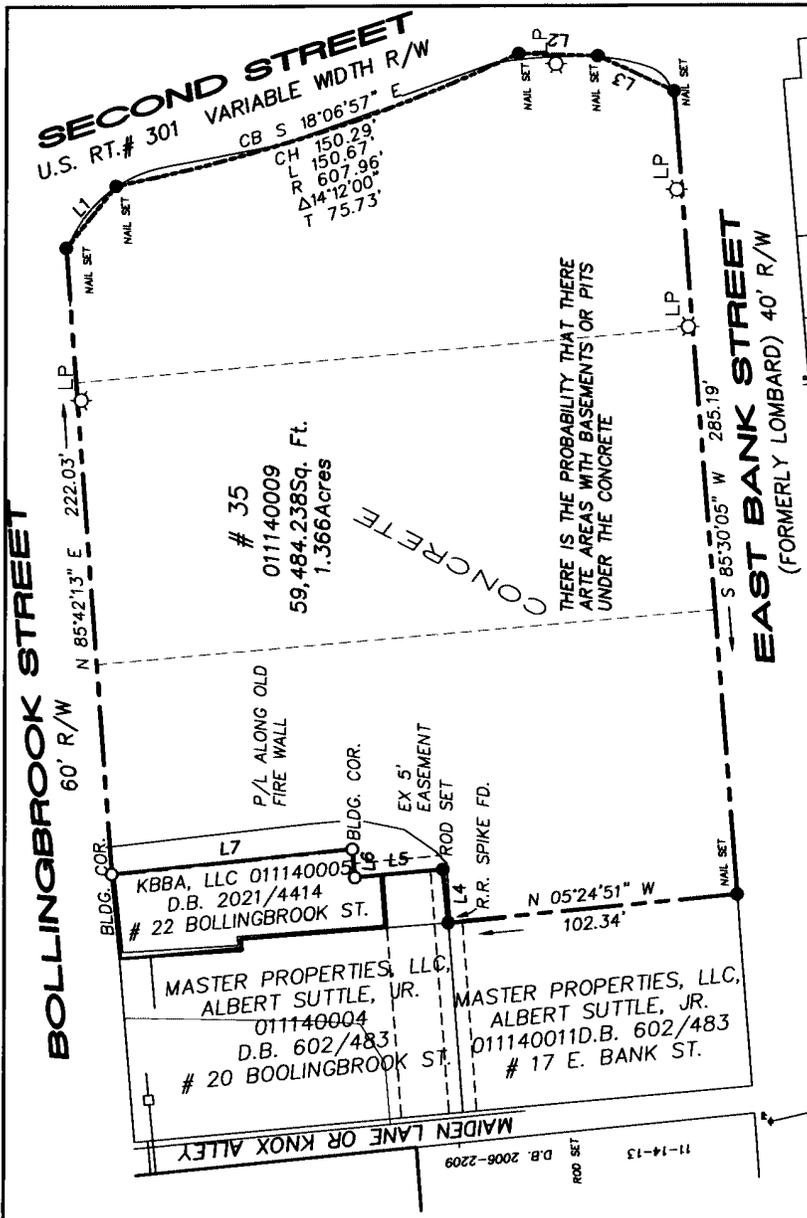
**PLAT SHOWING  
# 17 EAST BANK STREET, PART OF  
LOT 20 ~ ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 3/22/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 51011200070, DATED 12/15/2022.

<b>BASELINE LAND SURVEYING</b> 526 GROVE AVENUE PETERSBURG, VIRGINIA 23803 815.2380.30MSN.COM PH.: 804.520.9180 / FX.: 804.722.9517	
DATE: MARCH 22, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	CHECKED BY: _____
CHECKED BY: _____	CALC. CHK.: SLB
PREVIOUS JOB NO. _____	REVISION: 4/22/23
JOB NO.: 23560	F.B. 210/3

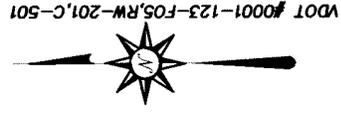
NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO. \_\_\_\_\_



**BASELINE LAND SURVEYING**  
 526 GROVE AVENUE  
 PETERSBURG, VIRGINIA 23803  
 813.523.9031  
 PH.: 804.520.9180 / FX.: 804.722.9517  
 DATE: APRIL 17, 2023 SCALE: 1" = 30'  
 DRAWN BY: SLB  
 CHECKED BY: CALC. CHK.: SLB  
 JOB NO.: 23562 F.B. L.L.

**PLAT SHOWING  
 # 35 EAST BANK STREET LOTS 22, 23 &  
 PART OF 21 ~ ROBERT BOLLING ESTATE  
 PETERSBURG, VIRGINIA**

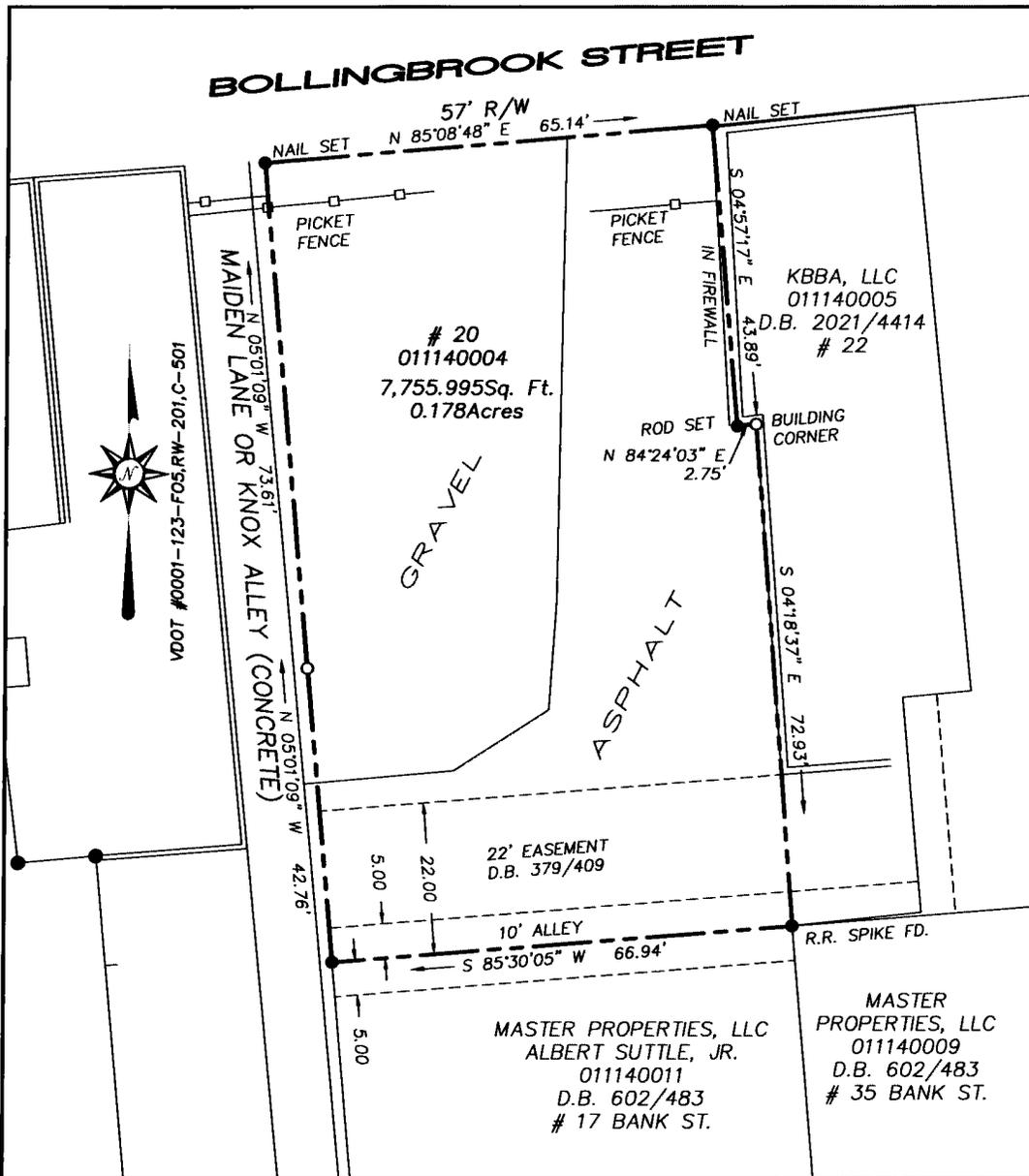
LINE	BEARING	DISTANCE
L1	S 51°07'40" E	28.22
L2	S 01°47'00" W	27.97
L3	S 25°19'52" W	29.50
L4	N 83°59'47" E	18.82
L5	N 05°05'00" W	31.28
L6	N 84°43'39" E	10.05
L7	N 05°46'41" W	185.43



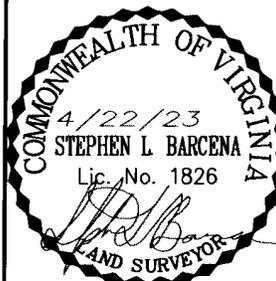
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ANY INSTRUMENTS OR RECORDS AND IS SUBJECT TO ANY ENCUMBRANCES THAT MAY AFFECT THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM OTHER PREMISES, UPON ADJOINING PREMISES OR THIS PROPERTY; IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.



NOT VALID UNLESS SIGNED IN RED  
 PREVIOUS JOB NO.



**PLAT SHOWING  
# 20 BOLLINGBROOK STREET, PART OF  
LOT 20 ~ ROBERT BOLLING ESTATE  
PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 3/22/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120070, DATED 12/15/2022.



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

DATE: MARCH 22, 2023      SCALE: 1" = 20'

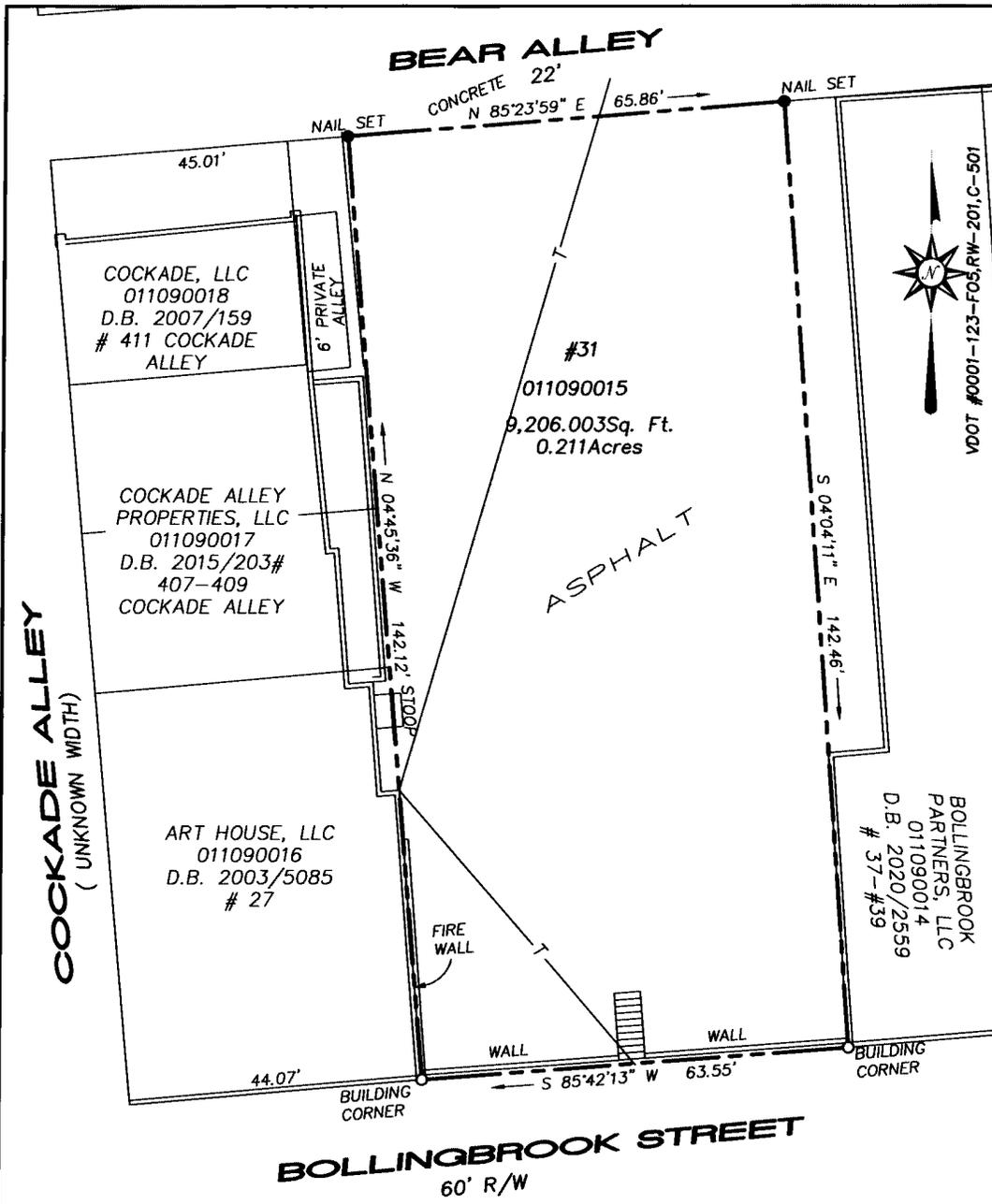
DRAWN BY: SLB

CHECKED BY:      CALC. CHK.: SLB

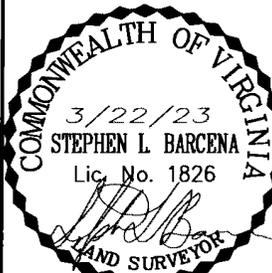
JOB NO.: 23563      F.B. 210/3

NOT VALID UNLESS SIGNED IN RED  
PREVIOUS JOB NO.

REV.: 4/22/23



PLAT SHOWING  
**# 31 BOLLINGBROOK STREET**  
**PART OF LOT 40 ~ ROBERT BOLLING ESTATE**  
**PETERSBURG, VIRGINIA**

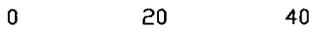


THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL.

THIS IS TO CERTIFY THAT ON 3/22/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON;

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

THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 2022.

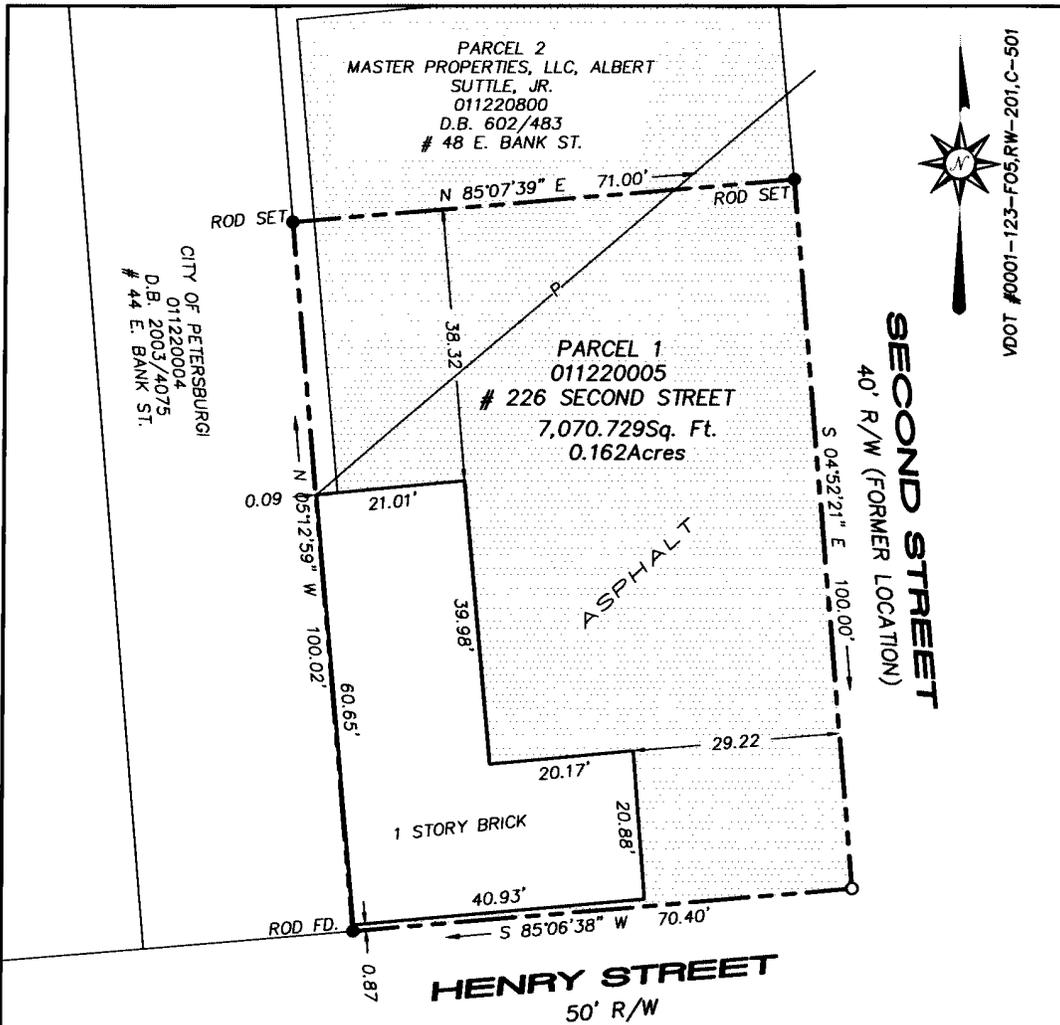


**BASELINE LAND SURVEYING**  
 526 GROVE AVENUE  
 PETERSBURG, VIRGINIA 23803  
 BLS23803@MSN.COM  
 PH.: 804.520.9180 / FX.: 804.722.9517

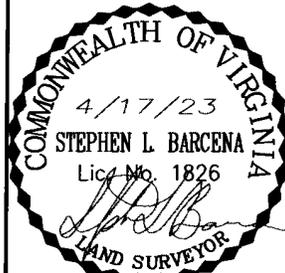
DATE: MARCH 22, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	
CHECKED BY:	CALC. CHK.: SLB
JOB NO.: 23564	F.B. 210/1

NOT VALID UNLESS SIGNED IN RED  
 PREVIOUS JOB NO.

REV.:



**PLAT SHOWING**  
**# 226 SECOND STREET, PARCEL 1**  
**OF LOT 5 ~ ROBERT BOLLING ESTATE**  
**PETERSBURG, VIRGINIA**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 4/17/23 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON; THAT ALL IMPROVEMENTS KNOWN OR VISIBLE ARE SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON. THIS PROPERTY IS IN ZONE "X" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL # 5101120007D, DATED 12/15/2022.

0 20 40

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

DATE: APRIL 17, 2023	SCALE: 1" = 20'
DRAWN BY: SLB	
CHECKED BY:	CALC. CHK.: SLB
JOB NO.: 23565	F.B. LL.

NOT VALID UNLESS SIGNED IN RED  
 PREVIOUS JOB NO. \_\_\_\_\_ REV.: 4/21/23

INSTRUMENT 202302112  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG CIRCUIT COURT ON  
JUNE 15, 2023 AT 03:23 PM  
\$3232.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$1616.00 LOCAL: \$1616.00  
MAYTEE E. PARHAM, CLERK  
RECORDED BY: KMN



OFFICIAL RECEIPT  
PETERSBURG CIRCUIT COURT  
DEED RECEIPT

DATE : 06/15/2023 TIME : 15:23:31 CASE # : 730CLR202302112  
RECEIPT # : 23000005804 TRANSACTION # : 23061500025 PACKAGE NAME : BOLLINGBROOK PROPERTIES ET AL TO CITY OF PETERSBURG  
CASHIER : KMN REGISTER # : H996 FILING TYPE : DBS PAYMENT : FULL PAYMENT  
INSTRUMENT : 202302112 BOOK : PAGE : RECORDED : 06/15/2023 AT : 15:23  
GRANTOR : BOLLINGBROOK PROPERTIES LLC EX : N LOC : CI  
GRANTEE : CITY OF PETERSBURG EX : Y PCT : 100%  
RECEIVED OF : PENDER & COWARD PC>

ELECTRONIC FUND TRANSFER : \$3,273.00  
DESCRIPTION 1 : 48 BANK ST E  
NAMES : 0  
CONSIDERATION : \$3,232,000.00 ANVAL : \$1,252,700.00  
PIN OR MAP : 011220800

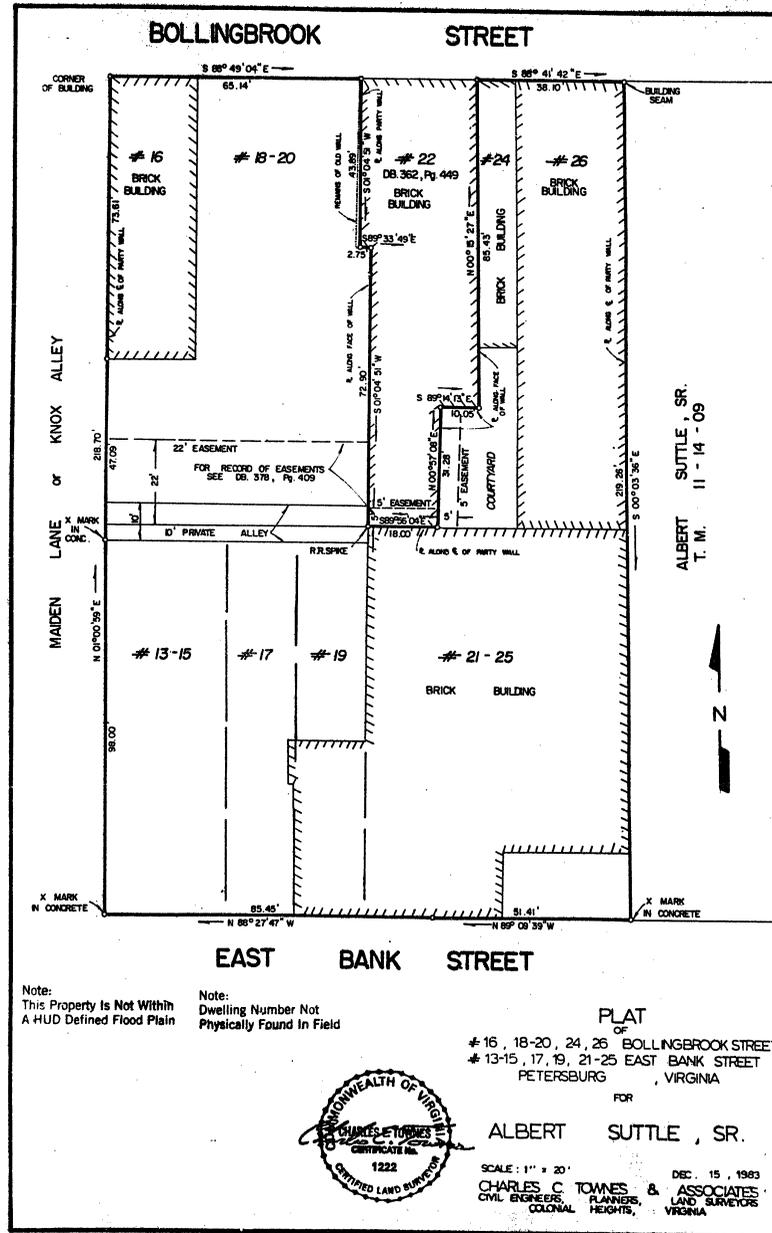
PAGES : 027 OP : 0

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00
038	STATE GRANTOR TAX	\$1,616.00
106	TECHNOLOGY TRST FND	\$5.00
145	VSLF	\$3.50

ACCOUNT CODE	DESCRIPTION	PAID
212	TRANSFER FEES	\$1.00
220	COUNTY GRANTOR TAX	\$1,616.00
301	CLERK RECORDING/INDEXING FEE	\$28.50

TENDERED : \$ 3,273.00  
AMOUNT PAID : \$ 3,273.00

153



Note:  
This Property Is Not Within  
A HUD Defined Flood Plain

Note:  
Dwelling Number Not  
Physically Found In Field

PLAT  
OF  
# 16, 18-20, 24, 26 BOLLINGBROOK STREET  
# 13-15, 17, 19, 21-25 EAST BANK STREET  
PETERSBURG, VIRGINIA  
FOR  
ALBERT SUTTLE, SR.



SCALE: 1" = 20'  
DEC. 15, 1983  
CHARLES C. TOWNES & ASSOCIATES  
CIVIL ENGINEERS, PLANNERS,  
LAND SURVEYORS  
COLONIAL HEIGHTS, VIRGINIA

Plat Book 4 Page 153  
Deed Book 401 page 436

VIRGINIA: In the Clerk's Office of the Circuit Court of the  
City of Petersburg, the 22nd day of December A.D. 1983  
The foregoing Instrument was this day lodged in said  
office and, with the certificate annexed, admitted to record  
at 3:45 o'clock P.M.

Witness:  
*Walter J. ...*



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** Garry Cozier - Budget Manager

**FROM:** March Altman, Jr.

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

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

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

**RECOMMENDATION:** Staff recommends approval.

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 12/9/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Ordinance - FY26 Amendment.3

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

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

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

<b>Previously adopted Revenues</b>	<b>\$114,304,573</b>
<b>ADD:</b>	
Draw From Fund Balance	\$2,100,000
<b>Total Revenue</b>	<b>\$116,404,573</b>

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

<b>Previously adopted Expenditures</b>	<b>\$114,304,573</b>
<b>ADD:</b>	
PHS Stadium Enhancement Committee	\$2,100,000
<b>Total Expense</b>	<b>\$116,404,573</b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 14, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Delvont'e Frenzley

**RE: Consideration of a Resolution Authorizing the City Manager to Execute a Lease Agreement Between the City of Petersburg and Mama's House Too, LLC for Property Located at 595 Old Wagner Road, Suites C & D (Tax Parcel 083-010805)**

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**PURPOSE:**

The purpose of this agenda item is to authorize the City Manager to execute a five-year lease agreement between the City of Petersburg and Mama's House LLC for the Human Resources Department's new office space located at 595 Old Wagner Road.

**REASON:**

The purpose of this agenda item is to authorize the City Manager to execute a five-year lease agreement between the City of Petersburg and Mama's House LLC for the Human Resources Department's new office space located at 595 Old Wagner Road. The HR Department is currently operating at 120 Perry Street, which is a temporary location that is not conducive to confidential HR operations, is overly accessible to the public, and has resulted in exposure to repeated unprofessional behavior from other building tenants.

**RECOMMENDATION:** As the Director of Human Resources, I recommend approval of the lease agreement for the relocation of the Human Resources Department to 595 Old Wagner Road. The current temporary facility at 120 Perry Street is not suitable for confidential HR operations, lacks the privacy and security needed for sensitive employee matters, and exposes staff and visitors to ongoing unprofessional behavior from other tenants in the building. Relocating to the proposed space will provide a professional, secure, and controlled environment that supports the essential functions of the HR Department and reflects the standards expected for employee relations and customer service delivery.

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

**STAFF:**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF PETERSBURG AND MAMA’S HOUSE TOO, LLC FOR PROPERTY LOCATED AT 595 OLD WAGNER ROAD, SUITES C & D**

**WHEREAS**, the City of Petersburg desires to lease office space for the purpose of supporting City operations; and

**WHEREAS**, Mama’s House Too, LLC (“Lessor”) is the owner of certain real property located at 595 Old Wagner Road, Suites C & D, Petersburg, Virginia, further identified as Tax Parcel ID 083-010805 (the “Leased Premises”); and

**WHEREAS**, the Lessor and the City (“Lessee”) have negotiated a Lease Agreement for the Leased Premises, attached hereto and incorporated by reference as Exhibit A; and

**WHEREAS**, the Lease provides for a five (5) year term, commencing upon completion of the Lessor’s construction improvements and the City’s issuance of a Certificate of Occupancy, with an estimated construction period of approximately two (2) months from the issuance of a building permit; and

**WHEREAS**, the Lease establishes the following rental payments during the initial term:

- Year 1: \$6,300.00 per month / \$75,600.00 annually
- Year 2: \$6,489.00 per month / \$77,868.00 annually
- Year 3: \$6,683.67 per month / \$80,204.04 annually
- Year 4: \$6,884.18 per month / \$82,610.16 annually
- Year 5: \$7,090.71 per month / \$85,088.52 annually

**WHEREAS**, the Lease includes a five (5) year renewal option with pre-defined escalated rent, subject to written notice at least 180 days prior to expiration of the initial term; and

**WHEREAS**, the Lease outlines responsibilities of the parties including, but not limited to:

- Lessor: construction per agreed floor plan, exterior building maintenance (excluding doors/windows), grounds maintenance, dumpster provision, fire and extended insurance, and water/sewer utilities unless later separately metered.
- Lessee: interior maintenance, HVAC maintenance contract, separately metered utilities, personal property insurance, general liability insurance naming the Lessor as additional insured, and compliance with applicable laws; and

**WHEREAS**, the City Attorney has reviewed the Lease Agreement for legal sufficiency;  
and

**WHEREAS**, the City Council finds it to be in the best interest of the City to authorize the City Manager to execute the Lease Agreement and all related documents necessary to effectuate the lease.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Petersburg that the City Manager is hereby authorized to execute the Lease Agreement between the City of Petersburg and Mama's House Too, LLC for the premises located at 595 Old Wagner Road, Suites C & D, for a term of five (5) years, together with any accompanying documents required to complete the lease transaction.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to approve and execute minor, non-material modifications to the Lease Agreement when such modifications are deemed necessary and are approved as to form by the City Attorney, provided that no such modifications alter the essential terms of rent, term length, renewal option, permitted use, or insurance requirements.

THIS LEASE AGREEMENT (this "Lease"), made as of November 12, 2025 by and between MAMA’S HOUSE TOO, LLC, (“Lessor”), party of the first part, and City of Petersburg, Virginia, a municipal corporation, (“Lessee”), party of the second part, witnesseth:

That for and in consideration of the rents reserved, and the mutual covenants, conditions and agreements as hereinafter set forth, Lessor and Lessee hereby agree as follows:

1. LEASED PREMISES: Lessor hereby leases and demises to Lessee, and Lessee hereby rents from Lessor a portion of a building and land situated in the City of Petersburg, Virginia, designated by street address as 595 Old Wagner Road, Suites C & D and consist of Tax Parcel ID Number 083-010805 (the “Leased Premises”). Exhibit I – Floor plan with specifications will be added to Lease when applying for building permit, which shows the construction that Lessor will be completing on the Leased Premises.

Lessee acknowledges that neither Lessor nor Specter Properties, Inc. (“Broker”) has made any warranties or representations, oral or written, as to the use or fitness of the Leased Premises for any particular purpose. Neither Lessor nor Broker shall be responsible for obtaining any governmental approvals and permits necessary to enable Lessee to occupy or use the Leased Premises and such approvals and permits shall be the sole responsibility of Lessee. Neither Lessor nor Broker shall be responsible for obtaining any certificates of occupancy or other approvals required in connection with construction work done by Lessee or contractors engaged by Lessee.

2. TERM: This Lease shall be for a term of five (5) years beginning once the construction has been completed and the city of Petersburg gives a certificate of occupancy for the Leased Premises. It is estimated that once the Lessor receives a building permit from the city of Petersburg, construction should take approximately two (2) months subject to the holiday season. Once Lessee takes possession, Lessor will provide Lessee with the exact dates for the Lease term by a separate Agreement. In the event occupancy is given on a date other than the first day of a month, that first month will be prorated and the initial five (5) year term will begin the following month.

3. RENT: For the term of the Lease, Lessee shall pay to Lessor, or Lessor’s designee, the rent amount of:

Beginning	Ending	Monthly Rent	Yearly Rent
TBD	TBD	\$6,300.00	\$75,600.00
TBD	TBD	\$6,489.00	\$77,868.00
TBD	TBD	\$6,683.67	\$80,204.04
TBD	TBD	\$6,884.18	\$82,610.16
TBD	TBD	\$7,090.71	\$85,088.52

Rental payment are due in advance on the first (1st) day of each month; provided, however, the first installment shall be due and payable upon the execution of this Lease.

Lessee shall also pay Lessor a late charge of ten percent (10%) of the total monthly rent not paid to Lessor or Lessor’s designee within five (5) days after it is due and Lessee shall pay Lessor an additional late charge of ten percent (10%) of the total monthly rent not paid within twenty (20) days after it is due.

Rent payments by Lessee shall be made payable to MAMA'S HOUSE TOO, LLC and mailed to 7106 Perrin Drive, Prince George, VA 23875 or at such other place that Lessor may designate by notice to Lessee.

In the event Lessee issues a check for non-sufficient funds, Lessee will be subject to a \$50.00 service fee and will be required to make rental payments in the form of a money order or cashier's check for the duration of the lease term.

4. SECURITY DEPOSIT: Lessee has paid the amount of Six Thousand Three Hundred Dollars (\$6,300.00) to Lessor as a security deposit, hereinafter referred to as "the Security Deposit," for the faithful performance of the obligations of Lessee under this Lease. If Lessee defaults under this Lease, Lessor may use the Security Deposit, or a portion or portions thereof, to satisfy obligations of Lessee under this Lease. To the extent the Security Deposit is not so used, it will be returned to Lessee at the end of this Lease, without interest. If Lessor sells the Leased Premises while this Lease is in effect, such sale will be subject to this Lease and Lessor will deliver to the new owner the Security Deposit or portion thereof that has not been used by Lessor as authorized by this paragraph. Upon such delivery of the Security Deposit or portion thereof, Lessor will have no further obligation to return Security Deposit or any portion thereof to Lessee.

5. OPTION TERM AND RENT: Lessee shall have the option to renew this Lease for one 5-year period, provided that Lessee is not in default under the provisions hereof. To exercise the option to renew, Lessee must furnish Lessor with written notice at least one hundred eighty (180) days prior to the expiration of the current term. The terms and conditions of the option term will be the same as the original term, except for Rent, as set forth below.

For the term of the option period, Lessee shall pay to Lessor the rent amount of :

Beginning	Ending	Monthly Rent	Yearly Rent
TBD	TBD	\$7,303.43	\$87,641.16
TBD	TBD	\$7,522.53	\$90,270.36
TBD	TBD	\$7,748.21	\$92,978.52
TBD	TBD	\$7,980.66	\$95,767.92
TBD	TBD	\$8,220.08	\$98,640.96

Rental payments are in advance with the first installment shall be due and payable on a date TBD and on the first day of each month thereafter.

6. HOLDOVER: If Lessee remains in possession of the Leased Premises at the end of the term or option term, if taken, this Lease will automatically continue on a month-to-month basis at a monthly rate of the previous month's rent upon the same provisions, covenants and conditions until terminated by thirty (30) days notice by either Lessor or Lessee. Such thirty (30) day notice by either Lessor or Lessee becomes effective on the first day of the month following written notice unless such notice is given on the first day of the month, in which case the notice becomes effective immediately.

7. DELIVERY OF POSSESSION TO LESSEE: Lessor shall deliver possession of the Leased Premises to Lessee on the date of the commencement of this Lease. If Lessor is unable to give possession of the Leased Premises on the date of commencement of the Lease term because the Leased Premises are not ready for occupancy, or because a Temporary Certificate of Occupancy has not been procured, or for any other reason, Lessor shall not be subject to any

liability for such inability to give possession. In such case of Lessor unable to give possession, Lessee will not be required to pay rent until possession is granted.

8. USE AND OCCUPANCY: Lessor grants Lessee the right to use the Leased Premises for business offices. Lessee shall restrict its use to such purposes and shall not permit the Leased Premises to be used for any other purpose(s) without written consent of Lessor, which consent shall not be withheld unreasonably, conditioned or delayed. Lessee shall (A) remove all trash accumulated in connection with its use of the Leased Premises and be responsible for its janitorial service, (B) permit no nuisance or noise in the Leased Premises which will include the grounds and parking areas that affects other tenants, (C) keep the building on the Leased Premises free of insects and other pests, (D) not permit smoking in the building on the Leased Premises, (E) immediately provide a key to Lessor and his agent in the event Lessee rekeys or replaces the locks and (F) use the Leased Premises in a manner which complies with all laws, ordinances and regulations applicable thereto, including without limitation all laws, ordinances and regulations relating to hazardous and/or toxic materials. Lessee warrants that it will not allow hazardous and/or toxic materials on the Leased Premises except for normal cleaning and office products that might be considered hazardous or toxic, so long as Lessee uses, stores and disposes of any such products in accordance with recommended procedures. Lessee shall be liable to Lessor for damage and loss including any costs arising out of the presence of hazardous substances brought on to the Leased Premises by Lessee, along with reasonable attorney's fees, incurred by Lessor as a result of such action, unless the hazardous and/or toxic materials were placed on the Leased Premises by Lessor or Lessor's representatives.

Lessor will be responsible for providing a dumpster for Lessee's trash along with being responsible for ground maintenance which includes grass cutting, shrubbery and snow removal.

9. REPAIRS AND MAINTENANCE: The heating, air conditioning, plumbing, water, sewer, gas and electric systems, hereinafter referred to as "the Systems," serving the Lease Premises will be in good working order when Lessee begins its occupancy of the Lease Premises.

Lessor shall maintain, repair and replace the exterior of the building including the roof, exterior walls and foundation, but not including the doors and windows (doors and windows are 100% the responsibility of Lessee and the \$1,000.00 amount below does not apply). Lessee will be responsible for all other maintenance, repairs and replacements to the Leased Premises occurring or necessary while this Lease is in effect along with maintaining a HVAC maintenance contract with a license contractor. However, if any maintenance, repair or replacement (not including the HVAC maintenance contract) exceeds \$1,000.00 per each occurrence or a series of occurrences within a twelve (12) month period related to a single item, collectively exceeds \$1,000.00, then Lessor will have the right to hire his own contractor to perform the work. In this case, Lessee will be responsible for the first \$1,000.00 of the bill and Lessor will be responsible for the balance.

In the event that Lessee, Lessee's employees, guests or invitees cause damage or repair as a result of gross negligence or intentional misconduct, Lessee shall promptly repair the damage at Lessee's total expense. The \$1,000.00 maximum expense to Lessee does not apply in the event of negligence. In addition, Lessor is not responsible for repairs in the event Lessee is delinquent or in default of the Lease.

10. UTILITIES: Lessee shall pay all charges or fees for use or consumption of all separately metered utilities provided to the Leased Premises while this Lease is in effect, together with any tax thereon. Lessor will be responsible for paying the water and sewer to the Leased Premises since that utility is not separately metered. However, in the event the Lessor separates the water/sewer service, then Lessee will be responsible for that utility once separation occurs.

11. TAXES: Lessor will pay all real estate taxes and assessments on the Leased Premises. Lessee will pay all personal property taxes and any other taxes assessed against its property on the Leased Premises.

12. DAMAGES TO LEASED PREMISES: If the Leased Premises or any part thereof are damaged by fire, the elements, or any other casualty, not caused by the negligence or willful act or omission of Lessee or Lessee's employees, agents or invitees and remains wholly tenantable, Lessor shall at its own expense cause such damage to be repaired and the rent shall not abate. If by any reason of such occurrence the Leased Premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired and, until the repairs are performed, the rent shall abate proportionately as to the portion of the Leased Premises rendered untenable. If by reason of such occurrence the Leased Premises shall be rendered wholly untenable, Lessor shall at its own expense cause such damage to be repaired and, until the repairs are performed, the rent shall abate in full, provided, however, that Lessor shall have the right to be exercised by notice given to Lessee within sixty (60) days after the date of such occurrence, to elect not to repair the Leased Premises, and in such event this Lease shall be terminated as of the date of such occurrence, and the rent will be prorated as of such date. If by reason of such occurrence the Leased Premises are rendered wholly untenable for more than ninety (90) days, Lessor will have the right to terminate this Lease by giving written notice to Lessee and the rent will be prorated as of the date of such occurrence. If any such damage is caused by negligence of Lessee and/or Lessee's employees, agents or invitees, there shall be no abatement of rent or right of Lessee to terminate this lease during any reasonable period required for repairs.

13. ALTERATIONS: Lessee shall not make any alterations to the Leased Premises without the prior written consent of Lessor, which consent shall not be withheld unreasonably, conditioned or delayed with respect to non-structural alterations. If consent is given by Lessor, any alteration shall become the property of Lessor unless otherwise agreed in writing by Lessor and Lessee.

Lessor, at Lessor's expense will renovate the Leased Premises based on specifications and a floor plan which will be completed once all parties agree to and sign a Lease. The layout of the floor plan has been shown on the floor of the Leased Premises which is agreeable to Lessee.

Lessee, at Lessee's expense will have their contractor come in during construction to install any specialize items, such as wiring for computers that Lessee needs.

14. WARRANTIES OF LESSOR: Lessor warrants and represents unto Lessee that: (a) Lessor is the owner of the Leased Premises and the person signing this Lease on behalf of Lessor is duly authorized to do so, (b) to the best of Lessor's knowledge, there are no pending proceedings or plans to change the zoning of the Leased Premises and (c) neither the Leased

Premises nor any portion thereof is being condemned or taken by eminent domain and to the best of Lessor's knowledge, no such proceedings are contemplated by any lawful authority.

15. INSURANCE: At all times while this Lease is in effect, Lessor shall maintain fire and extended insurance covering the Leased Premises for its full replacement value and Lessee shall not do or permit anything to be done to the Leased Premises, or bring or keep anything therein, which will increase the rate of fire insurance. Lessee shall maintain (A) insurance covering Lessee's personal property for its full replacement value and (B) comprehensive general liability insurance with a combined single limit of at least \$1,000,000.00 for injury to person (including, but not limited to, death) and damage to the Leased Premises, covering Lessee and Lessor (as an additional insured) for the actions of Lessee and Lessee's employees and agents. The insurance policy required by this paragraph shall provide that Lessor shall be notified by the insurance company at least thirty (30) days before any cancellation, termination or non-renewal of the policy, and all of the policies required by this paragraph shall be endorsed to prohibit subrogation by the insurance company against Lessor or Lessee or any employee or agent of Lessor or Lessee. Lessee shall furnish Lessor with a certificate or other evidence from the insurance company confirming that any coverage required by this paragraph is in effect.

16. CONDEMNATION: If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable or untenable for Lessee's continued use, is condemned for any public use or purpose by any legally constituted authority then, such event, either Lessor or Lessee may elect to terminate this Lease effective as of the date Lessee must surrender possession of the portion of the Leased Premises that is condemned and the rent shall be prorated as of such date. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for their respective loss or damage caused by such condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority. Lessee hereby assigns to Lessor any award or payment which is payable for the fee simple value of the real estate.

17. SUBLEASE OR ASSIGNMENT BY LESSEE: Lessee may not mortgage, pledge or otherwise encumber this Lease. Lessee may not assign this Lease nor sub-let the property without the expressed written consent of Lessor being first obtained, which consent shall not be unreasonably withheld. Even if Lessor's consent is given, no subletting or assignment shall release Lessee from any present or future obligation pursuant to this Lease or alter the primary liability and obligation of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder.

18. SUBORDINATION OF LEASE: This Lease, and any modification of this Lease, shall be subordinate to any first lien Deed of Trust against the Leased Premises. Lessee agrees to execute any document(s) necessary to effectuate such a subordination so long as such document(s) acknowledge Lessee's right to continue in possession of the Leased Premises pursuant to this Lease so long as Lessee is not in default under the terms of this Lease.

19. SURRENDER OF PREMISES: Lessee shall peaceably surrender the Leased Premises to Lessor on the expiration date or earlier termination of this Lease, with the buildings in broom-clean condition and in as good condition (except for reasonable wear and tear) as when Lessee took possession. Before surrendering the Leased Premises, Lessee will remove its personal property from the Leased Premises and will repair any damage to the Leased Premises

resulting from the installation and/or removal of such personal property. Any of Lessee's equipment and other property left on or in the Leased Premises after the expiration date or earlier termination of this Lease shall be deemed to be abandoned, and at Lessor's option, title thereto shall pass to Lessor under this Lease.

20. DEFAULT BY LESSEE: Each of the following shall constitute an Event of Default by Lessee:

(a) Failure of Lessee to pay any rent or late charge within 15 days after it is due. Lessor shall have no obligation to give Lessee notice of such default.

(b) Failure of Lessee to perform any obligation of Lessee under this Lease, other than the payment of rent or late charge, within 15 days after Lessor gives Lessee notice that Lessee has failed to perform such obligation.

(c) Lessee abandons or vacates the Leased Premises and ceases paying rent to Lessor as and when due.

(d) The filing of a petition by or against Lessee under any provision of any bankruptcy or insolvency law, or the appointment of a receiver for Lessee, or an assignment by Lessee for the benefit of one or more creditors of Lessee.

21. LESSOR'S REMEDIES: Upon the occurrence of a default by Lessee, Lessor may at its option terminate this Lease by notice to Lessee, in which event Lessor shall have the right to enter the Leased Premises and take possession thereof, and Lessor shall have the right to resort to any other remedies provided by law or equity, including but not limited to the right to distrain upon any and all property of Lessee located in or on the Leased Premises. Lessee agrees to pay all reasonable costs, including but not limited to reasonable attorney's fees, incurred by Lessor as a result of such default.

22. ENTRY BY LESSOR: Lessor and/or its agent shall have the right to enter the Leased Premises at reasonable times during Lessee's business hours for any reasonable purpose which includes but not limited to showing the property to prospective tenants and/or purchasers. Lessor and/or his agent may also place a "Lease or Sale" sign on the Leased Premises.

23. NOTICES: All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered by Federal Express or UPS to the following addresses:

LESSOR:		LESSEE:	
Name:	Loretta McCray	Name:	John "March" Altman, City Manager Anthony William, City Attorney
Company:	MAMA'S HOUSE TOO, LLC	Company:	City of Petersburg
Address:	7106 Perrin Drive	Address:	135 N. Union Street
City/St/Zip:	Prince George, VA 23875	City/St/Zip:	Petersburg, VA 23803
Phone:	804-721-5601	Phone:	
Email:	<a href="mailto:Jakasykes@comcast.net">Jakasykes@comcast.net</a>	Email:	<a href="mailto:maltman@petersburg-va.org">maltman@petersburg-va.org</a> <a href="mailto:awilliams@petersburg-va.org">awilliams@petersburg-va.org</a>

Each notice given as provided in this paragraph shall be considered to have been given on the date of delivery. Either Lessor or Lessee may change its address by notice to the other.

24. MECHANIC'S LIENS: Lessee shall not permit any mechanic's or materialmen's liens to be filed against or upon the Leased Premises for work claimed to have been done for, or materials claimed to have been furnished to Lessee. Lessee, at its sole cost and expense, including but not limited to attorney's fees incurred in connection with the discharge of a lien or the filing of any bond required by law, shall cause any such lien to be released or discharged within ten (10) days after notification of the filing thereof by Lessor.

25. SIGNS: Before installing any signs (which must comply with City or County sign ordinances), Lessee will obtain the prior consent of Lessor, which consent will not be unreasonably withheld. Lessee will remove any such signs at the end of the Lease and will repair any and all damage caused by or due to the installation, maintenance and/or removal of such signs.

26. PARKING: Lessee will have available to it free parking in the Common Areas as may be from time to time designated for parking. All parking shall be subject to such rules and regulations as Lessor may, from time to time, issue. Lessor shall have the right to designate reserved parking spaces in its sole discretion.

27. NO AGENCY: Nothing in this Lease will be construed to constitute Lessor and Lessee as an agent of the other or to constitute Lessor and Lessee as partners or joint ventures.

28. AMENDMENT OR MODIFICATION: This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose whatsoever unless it is in writing signed by the party against whom enforcement thereof is sought.

29. SEVERABILITY OF PROVISIONS: If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

30. AGENCY DISCLOSURE/COMMISSION: Mark B. Specter and Specter Properties, Inc. have acted on behalf of and represented Lessor in this transaction. Lessor shall have the sole responsibility to pay all fees and commissions due to Specter Properties, Inc. with such payment to be made pursuant to an agreement that is separate from this Lease. Lessor and Lessee each covenants to the other that it has not incurred or created any other obligation to pay a commission or other amount to any broker, agent or finder in connection with this Lease and each agrees to indemnify and save the other harmless from and against any and all liability, damages and expenses incurred by the other because the indemnifying party incurred or created such an obligation to pay such a commission or other amount.

31. TRANSFER OF PROPERTY: In the event of the sale of the Leased Premises by Lessor, the terms and provisions of this Lease shall be assumed by the new owner and Lessor shall thereupon be released from all liability under this lease.

32. NON-WAIVER OF FUTURE PERFORMANCE: The failure of Lessor to insist upon strict performance of any of the covenants, conditions or agreements of this Lease, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the future performance of any such covenants, conditions, agreements or options, but the same shall be and remain in full force and effect.

33. BINDING EFFECT: This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

34. QUIET ENJOYMENT: Upon due performance of the covenants and agreements to be performed by Lessee under the terms and provisions of this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease.

35. GENDER: Any word contained in the text of this Lease shall read as the singular or the plural and as the masculine, feminine or neutral gender as may be applicable in the particular context.

36. ENTIRE AGREEMENT: This Lease contains all of the agreements of the parties and cannot be changed unless in writing and signed on behalf of both Lessor and Lessee.

37. LAW TO BE APPLIED: This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

38. COUNTERPARTS AND SIGNATURES: This Lease may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument. An electronic (e-mail) signature or DocuSign on this Lease shall have the same force and effect as an original signature for the purposes of this Lease.

39. LIMITATION OF LESSOR'S LIABILITY: The obligation and liability of Lessor hereunder shall be binding only upon its interest in the property where the Leased Premises is located, and not upon any other assets of Lessor or any member of Lessor personally. Lessee agrees to look solely to the equity of Lessor in the property where the Leased Premises is located for the satisfaction of any remedies of Lessee or judgement obtained by Lessee as a result of a breach by Lessor of this Lease. Such exculpation of liability shall be absolute and without any exception whatsoever.

[signatures on the following page]

WITNESS the following signatures pursuant to due authority:

**LESSOR: MAMA'S HOUSE TOO, LLC**

By: \_\_\_\_\_ (SEAL)  
Loretta McCray – Managing Member

**LESSEE: City of Petersburg**

By: \_\_\_\_\_ (SEAL)  
John M. Altman, Jr.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** Garry Cozier - Budget Manager

**FROM:** March Altman, Jr.

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

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

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

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

**BACKGROUND:** Petersburg Fire Rescue & Emergency Services FEMA Assistance to Firefighters Grant \$74,890.91 with \$7,489.09 local match  
Petersburg Bureau of Police Department of Justice COPS Grant \$5,664,825

**COST TO CITY:** 5,747,205

**BUDGETED ITEM:** Grants

**REVENUE TO CITY:** 5,739,715.91

**CITY COUNCIL HEARING DATE:** 11/18/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** Petersburg Fire Rescue & Emergency Services, Petersburg Bureau of Police

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Grant Ordinance - AFG.COPS.FY26

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

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

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

<b>Previously adopted Revenues</b>	<b>\$0.00</b>
<b>ADD:</b>	
<b>COPS Grant</b>	<b>\$5,664,825</b>
<b>AFG Grant</b>	<b>\$74,890.91</b>
<b>Total Revenue</b>	<b>\$5,739,715.91</b>

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

<b>Previously adopted Expenditures</b>	<b>\$0.00</b>
<b>ADD:</b>	
<b>COPS Grant</b>	<b>\$5,664,825</b>
<b>AFG Grant</b>	<b>\$74,890.91</b>
<b>Total Expense</b>	<b>\$5,739,715.91</b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** Garry Cozier - Budget Manager

**FROM:** Petersburg City Public Schools

**RE:** **A Public Hearing for Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget**

**PURPOSE:** A Public Hearing for Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget

**REASON:** A Public Hearing for Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget

**RECOMMENDATION:** Staff recommends approval.

**BACKGROUND:** PCPS is making a request for appropriation of supplemental revenue in the FY25-26 budget to advance the pre-construction phase for the Walnut Hill Elementary School & Westview Early Childhood Education Center projects.

**COST TO CITY:** N/A

**BUDGETED ITEM:**

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/18/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** Petersburg City Public Schools

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. FY26 PCPS Budget Amendment Ordinance (20251029) Final
2. FY26 Budget Amendment 10292025 Finalized

3. Budget Supplement Request 10.01.2025

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 PETERSBURG CITY PUBLIC SCHOOLS OPERATING BUDGET**

---

**WHEREAS**, the City Council of the City of Petersburg adopted the Petersburg City Public Schools FY26 Operating Budget on May 20, 2025; and

**WHEREAS**, the Petersburg Public Schools has received additional revenue from SCAP (School Construction Assistance Program) and PPEA Conceptual and Phase 2 Design Support fees during the fiscal year; and

**WHEREAS**, the proposed amendment of the Petersburg Public Schools Capital Projects Fund (Fund 05) amends the Fund in the amount of \$675,000 for SNAP; and

**WHEREAS**, the proposed amendment of the Petersburg Public Schools Capital Projects Fund (Fund 05) amends the Fund in the amount of \$ 175,000 for Contractor Proposal fees; and

**WHEREAS**, the total proposed amendment of the Petersburg Public Schools FY26 Budget amends the budget in the amount of \$850,000;

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby approve and adopt the Fiscal Year 2026 Petersburg Public Schools budget amendment, and appropriates all funds as set forth in the amendment below:

**SCHOOL FUNDS**

<b>Revenues</b>	<b>Approved Budget</b>	<b>Changes</b>	<b>Amended Budget</b>
From General Sources	\$70,493,540		\$70,493,540
From Grant Sources	\$15,224,787		\$15,224,787
From Food Service Sources	\$3,300,000		\$3,300,000
From Capital Projects Sources	\$0	\$850,000	\$850,000
Total Revenues	\$89,018,327	\$850,000	\$89,868,327
<b>Appropriations</b>			
Non-Categorical	\$89,018,327	\$850,000	\$89,868,327
Total School Operating Fund	\$89,018,327	\$850,000	\$89,868,327
<b>Total FY26 School Budget Amendment</b>	\$89,018,327	\$850,000	\$89,868,327

	<b>FY 2026 Adopted</b>	<b>FY 2026 Proposed</b>	<b>Change</b>
<b>Operating Fund</b>			
Local Fees	240,749	240,749	-
Erate	225,000	225,000	-
Sales Tax	6,481,023	6,481,023	-
State	50,569,750	50,569,750	-
City Transfer	12,977,018	12,977,018	-
Encumbrance Carryover	-	-	-
<b>Total Operating</b>	<b>70,493,540</b>	<b>70,493,540</b>	
Food Service	3,300,000	3,300,000	-
Special Revenue (Grants)	15,224,787	15,224,787	
Capital Projects	-	850,000	850,000
<b>Total all funds</b>	<b>89,018,327</b>	<b>89,868,327</b>	<b>850,000</b>



October 1, 2025

**By Hand**

John March Altman, Jr.  
City Manager  
Petersburg City

Samuel Parham  
Mayor  
Petersburg City

**RE: APPROPRIATION**

Dear Mr. Altman, Mayor Parham, and Honorable Members of the Petersburg City Council,

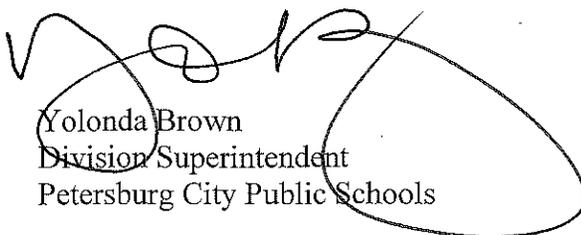
On behalf of the Petersburg City Public Schools Board, I am writing to formally request approval and appropriation of supplemental revenue into our FY2025-2026 budget to advance the pre-construction phase for the Walnut Hill Elementary School and Westview Early Childhood Education Center project. This funding represents a pivotal step in enhancing our city's educational infrastructure and ensuring a strong foundation for our students.

The proposed allocation of \$850,000 in FY26 will support critical pre-construction activities, including schematic design, community engagement initiatives, environmental studies, and permitting. These components are integral to a transparent and compliant process that prioritizes the needs of our community while advancing this essential project. Specifically, \$175,000 is earmarked for PPEA conceptual and Phase 2 design support, encompassing stakeholder coordination and project management tools, while \$675,000 will address owner costs such as environmental and geotechnical studies, inspections, surveying, and permitting fees.

We respectfully urge the City Council to approve this additional budget authority, enabling the Division to proceed with the PPEA conceptual and Phase 2 schematic design negotiations and site preparation efforts. Your support in this matter will ensure the continued progress of this project and reinforce our shared commitment to providing high-quality educational opportunities for the children and families of Petersburg.

Thank you for your collaboration and dedication to the advancement of public education in our community.

Sincerely,

  
Yolonda Brown  
Division Superintendent  
Petersburg City Public Schools

  
Kenneth Pritchett  
Chairman  
Petersburg City School Board



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** Garry Cozier - Budget Manager

**FROM:** March Altman, Jr.

**RE:** **A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 106 of the City Code to Include Article XIII - Local Disposable Plastic Bag Tax**

**PURPOSE:** A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 106 of the City Code to Include Article XIII - Local Disposable Plastic Bag Tax

**REASON:** A Public Hearing for Consideration of an Ordinance to Amend and Re-Adopt Chapter 106 of the City Code to Include Article XIII - Local Disposable Plastic Bag Tax

**RECOMMENDATION:** Staff recommends approval.

**BACKGROUND:** This tax is intended to assist with the reduction of litter on public and private properties, reduce impacts on local streams and by extension, into rivers, bays and oceans, reduce impacts on infrastructure, such as blocked and clogged storm drains, and otherwise lessen the impact on the environment of single-use disposable plastic bags.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 11/18/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. petersburg - plastic bag tax.lg



**AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 106 OF THE CITY CODE TO INCLUDE ARTICLE XIII – LOCAL DISPOSABLE PLASTIC BAG TAX**

WHEREAS, Section 58.1-1745 *et. seq.*, of the Code of Virginia allows localities to impose a tax on certain disposable plastic bags; and

WHEREAS, this tax is intended to assist with the reduction of litter on public and private properties, reduce impacts on local streams and by extension into rivers, bays and oceans, reduce impacts on infrastructure, such as blocked and clogged storm drains, and otherwise lessen the impact on the environment of single use disposable plastic bags; and

WHEREAS, Chapter 106 of the City Code pertains to the imposition of local taxes; and

WHEREAS, City Council wishes to amend and re-adopt Chapter 106 to include Article XIII to impose a local disposable bag tax.

NOW therefore be it ORDAINED that Chapter 106 of the City Code is hereby amended and re-adopted to include Article XIII pertaining to Local Disposable Plastic Bag Tax as described in the attached (**Exhibit A**); and

BE IT FURTHER ORDAINED that this Ordinance shall become effective on [the first day of the quarter immediately after the 95 day after the City Council approval date of the Ordinance]; and

BE IT FURTHER ORDAINED that within five days of adoption of this Ordinance by Council, the Clerk of Council shall provide the Virginia Tax Commissioner a certified copy of this Ordinance.

EXHIBIT A

## ARTICLE XIII. LOCAL DISPOSABLE PLASTIC BAG TAX

### **Sec. 106-500. Purpose.**

It is the purpose of this article to implement the provisions of Code of Virginia, § 58.1-1745 et seq., permitting the city to impose a tax on certain disposable plastic bags, as provided herein and as governed by applicable law. This tax is intended to assist with the reduction of litter on public and private properties, reduce impacts on local streams and by extension into rivers, bays and oceans, reduce impacts on infrastructure, such as blocked and clogged storm drains, and otherwise lessen the impact on the environment of single use disposable plastic bags.

### **Sec. 106-501. Levy and rate.**

Except as expressly provided herein, there is hereby levied and imposed by the city a tax of \$0.05 for each disposable plastic bag provided to a consumer of tangible personal property by retailers in grocery stores, convenience stores, or drugstores located within the municipal boundaries of the city. The tax shall be applicable and shall be collected whether or not such disposable plastic bag is provided free of charge to the consumer. The tax levied hereby shall be in strict conformance with applicable law, in addition to the provisions of this article, together with guidelines promulgated from time to time by the Virginia Tax Commissioner, to include any definitions and limitations contained therein.

### **Sec. 106-502. Exemptions.**

The tax imposed under this article shall be inapplicable to the following:

- (1) Durable plastic bags with handles that are specifically designed and manufactured for multiple re-use, and that are at least four mils thick;
- (2) Plastic bags that are solely used (and are actually used at the time provided to the consumer) to wrap, contain, or package ice cream, meat, fish, poultry, produce, unwrapped bulk food items, or perishable food items in order to avoid or minimize damage or contamination;
- (3) Plastic bags used to carry dry cleaning or prescription drugs; and
- (4) Multiple plastic bags sold in packages and intended for use as garbage, pet waste, or leaf removal bags.

### **Sec. 106-503. Collection, administration and enforcement; retailer discount.**

- (a) The tax imposed under this article shall be collected by the applicable retailer, along with the purchase price and all other fees and taxes, at the time the consumer pays for such personal property. The state tax commissioner shall then collect, administer and enforce this tax from the retailer in accordance with Virginia law, and shall distribute the net tax revenue (the gross amount of taxes collected hereunder by the retailers, less any applicable retailer discount as set forth in this section, less any direct costs incurred by the department of tax administration in administering, enforcing, and collecting the tax) to the city in accordance with applicable law.

- (b) Every retailer that collects the tax imposed under this article shall be allowed to retain \$0.01 from the tax collected on each disposable plastic bag.
- (d) Any retailer that retains a discount pursuant to the provisions of this section shall account for said discount in the form of a deduction when submitting its tax return and paying the amount due in a timely manner.

**Sec. 106-504. Limitation on use of revenue received from tax.**

All revenue that accrues to the city from the tax imposed by this article shall be appropriated only for one or more of the purposes set forth in Code of Virginia, § 58.1-1745, as the same may be amended.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** March Altman, Jr.

**RE:** **A Public Hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board that an Unapproved Shed in the Front Yard of 214 South Adams Street in the Poplar Lawn Historic District Should Be Removed Until Its Permanent Location is Reviewed and Approved**

**PURPOSE:** For Carol Williams to appeal a decision made by the Architectural Review Board (ARB) denying the location of a shed and requiring the shed to be removed until/unless an appropriate location is approved. The applicant is seeking to have the shed remain in its current location until spring when an updated request would be brought to the ARB

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

**RECOMMENDATION:**

**BACKGROUND:** On August 13, 2025, the ARB reviewed an application for the placement of the shed in the rear yard of the property. Prior to the meeting the shed was installed in the side/front yard along Tulip Alley. The ARB determined the current location of the shed did not comply with the Historic District Guidelines and asked for clarification on where the shed would be located permanently. The case was deferred until September 10, but no additional information was provided and the application was denied. The applicant has indicated she would like the shed to remain where it is at least until spring when she will bring a new application to the ARB.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Staff Presentation
2. Denial Letter
3. Appeal Request
4. Staff Report - 214 S Adams shed

---

# CITY COUNCIL NOVEMBER 2025

Public hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board that an Unapproved Shed in the Front Yard of 214 S Adams Street in the Poplar Lawn Historic District should be Removed until its Permanent Location is Reviewed and Approved.



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## REQUEST BEFORE COUNCIL

- Determine if the decision of the Architectural Review Board (ARB) should be reversed or upheld which would require the applicant to remove the shed from the front/side yard of her property.



**LOCATION – 214 S ADAMS STREET**

---

# BACKGROUND

- On August 13th, 2025, the Architectural Review Board (ARB) reviewed a Certificate of Appropriateness application to install a prefabricated shed in the rear yard of the property; prior to the meeting, the shed was placed in the yard bordering Tulip Alley, which is considered a front yard and is largely visible from public right-of-way.
- The ARB deferred action on the application and requested additional information from the applicant on the intended location of the shed; application did not include plot plan.
- No additional information was provided, and the ARB denied the request on September 10th due to the current placement of the shed and a lack of clarity on where it would be permanently located; The shed's design and materials were deemed appropriate; however, the location was not, and the Board's decision would mean the shed should be removed unless/until an application is provided and approved for the relocation of the shed.
- The applicant has indicated she would like for the new shed to remain in the front/side yard temporarily with the intent of bringing a new request to the ARB in the spring.



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**CURRENT SHED  
ELEVATION  
PHOTO**

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# VISIBILITY AT INTERSECTION

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# PROPOSED LOCATION PER APPLICATION



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# REASON FOR DENIAL

- The Historic District Design Guidelines – Chapter 8. Outbuildings notes:
- *New outbuildings should be designed to be compatible with the style of the primary building on the site, especially in materials and roof slope.*
- *New outbuildings should be placed to the rear of lots that are large enough to accommodate them.*



# City of Petersburg

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

Soren Granger  
Preservation Planner  
804-933-1436  
[sgranger@petersburg-va.org](mailto:sgranger@petersburg-va.org)

Carol Williams  
214 S Adams St  
Petersburg, VA 23803

## **RE: Certificate of Appropriateness (COA) Application for 214 S Adams St – Poplar Lawn Historic District**

Ms. Williams,

Thank you for your application for a Certificate of Appropriateness for 214 S Adams Street, located in the Poplar Lawn Historic District. Your request was reviewed and denied at our September meeting—Wednesday, September 10th, 2025. The Architectural Review Board (ARB) found the application unacceptable due to lack of details submitted to the Preservation Planner regarding the shed and steps to the crawl space (Chapter 8).

You must submit more measurement details to keep the shed and build the steps or appeal this decision to City Council as authorized in the Zoning Ordinance Article 35, Section 13, which states:

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

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

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

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

Respectfully,

Soren Granger  
Secretary to the ARB

...Dear Soren, and additional Board Members. Priorly discussed upon my visit to Ms. Granger's office, this is my written notice of my wish to appeal the decision on my shed, and the outdoor subterranean doorway/walkway leading to my basement. I will forward measurements as soon as possible. Due to my own personal medical illnesses and a dying family member, I anticioate the completion of this project in Spring 2026. Thank you, Carol Williams...

**Delivered**

**b. 214 S Adams Street**

**Historic District:** Poplar Lawn  
**Review Date:** August 13th, 2025  
**Tax Parcel #:** 022250005  
**Applicant:** Carol Williams

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



**Project Description:** New shed

**Applicant proposal:**

- The applicant wishes to place a 12 x 28 shed in the backyard of her property.
- The exterior material is wood siding with a metal roof.

**Attachments:**

Application, photo references



**Staff Recommendation:**

**New shed: Approval based on Design Guidelines Chapter 8 Section G**

The proposed shed is compatible with the house in color and design and the materials are appropriate. The 12 x 28 massing of the shed should also be acceptable with the size of the backyard. Removing the fence is also acceptable as it is not original to the property. Applicant has already placed shed in the side yard; if approved, it should be placed in the back yard.



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

Address: 214 S. Adams St.  
Historic District: Poplar Lawn

Application for COA       Application for Historic Building Plaque       Application for Discussion

Applicant: Carol Mason Williams      E-Mail: carolwilliamskitter2025@gmail.com  
Address: 214 S. Adams St.      Phone: (434) 906-0498  
Petersburg, Va. 23803

Owner: same as applicant      E-Mail: \_\_\_\_\_  
Address: same      Phone: \_\_\_\_\_

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

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

- Type of Project:      Category:
- Residential
  - Commercial
  - Repair
  - Renovation, Restoration
  - Change in materials
  - Approval of paint colors
  - Fencing
  - Signage
  - Addition
  - Driveway, sidewalk, parking lots
  - New construction
  - Demolition
  - Plaque
  - Other:

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

shed to face tulip alley, built by Hickory Builders.  
part of white fence moved to white fence on street side of house.

Carol Mason Williams  
Applicant's Signature

July 1, 2025  
Date

FOR OFFICE USE	
Date received: _____	Agenda date: _____
Tax Parcel: _____	Zoning: _____
Additional permits needed from planning: _____	

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







©GVEMLS



8/23/25, 10:41 AM



Price Sheet

A.P. Hill Storage  
North Dinwiddie, Virginia  
AUTHORIZED DEALER  
804-894-8515

Building Style: Lofted Barn  
New/Used: USED  
Roof Color: BLACK  
Trim Color: BARN WHITE PAINT

Size: 12x28  
Inventory#: HDLPY4-E41974-1228-052024-SP  
Wall Color: CREWEL TAN PAINT

Options  
Deluxe Playhouse Package  
Additional Color (Different Door Color)



SCAN THIS QR CODE TO OBTAIN A  
COPY OF OUR COMPLETE PRICE GUIDE  
SHOWING ALL OUR BUILDING STYLES  
AND OPTIONS

Cost Each	Qty/Ft.	Total Cost
\$1,765.00	1.00	\$1,765.00
\$70.00	\$70.00	

### Price Summary

Total Options Cost	
Building Base Cost	\$1,835.00
Building Cost Including Options	\$9,745.00
Discount	\$11,580.00
<b>TOTAL</b>	\$2,480.00
<b>MONTHLY PAYMENT*</b>	
36 Months	\$421.30
60 Months	\$337.04

\*Pricing above does not include tax.

\*ESTIMATE ONLY: PLEASE CONTACT YOUR DEALER FOR FINAL PRICING. ALL REQUIRED PACKAGE OPTIONS MAY NOT BE LISTED. PRICES SUBJECT TO CHANGE. ANY SURCHARGE SUBJECT TO CHANGE. TAX NOT INCLUDED. TO GET THE TOTAL COST FOR RENT TO OWN/TOTAL COST OF LEASE, multiply the monthly amount by the total number of months.

\$421.30 x 36 (total number of months) = \$15,166.67. \$337.04 x 60 (total number of months) = \$20,222.22.

The advertised transaction is a rental-purchase agreement (rent-to-own agreement, consumer rental-purchase agreement or a lease/lease-purchase agreement, depending on your state). Ownership is optional. You will not own the merchandise until the total amount necessary to acquire ownership is paid in full or you exercise your early purchase option ("EPO"). The total cost exclusive of sales or applicable taxes, late fees, reinstatement fees, or other fees.

# \$2,480.00 Off!

<https://inventorylookup.oldhickorybuildings.com/inventorylookup?dealerid=90629>

# THIS BUILDING IS ON SALE!







# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** March Altman, Jr.

**RE:** **A Public Hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board to Deny the Construction of Stairs and a Walkway for a Subterranean Entrance at 214 S Adams Street in the Poplar Lawn Historic District**

**PURPOSE:** For Carol Williams to appeal a decision made by the Architectural Review Board (ARB) denying an application for the creation of a walkway with stairs to an existing crawlspace due to lack of information. The applicant is seeking the decision to be reversed.

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

**RECOMMENDATION:**

**BACKGROUND:** On August 13, 2025, the ARB reviewed an application for the installation of a walkway and stairs to an existing crawlspace entrance on the home. The application was not accompanied by plans or specifications and the ARB deferred action, requesting additional information and plans. No additional information was provided and the application was denied on September 10.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Staff Presentation
2. Denial Letter
3. Appeal Request
4. Staff Report - 214 Adams stairs

---

**CITY COUNCIL  
NOVEMBER 2025**

Public hearing for Carol Williams to Appeal a Decision Made by the Architectural Review Board to Deny the Construction of Stairs and a Walkway for a Subterranean Entrance at 214 S Adams Street in the Poplar Lawn Historic District.



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# REQUEST BEFORE COUNCIL

- Determine if the decision of the Architectural Review Board (ARB) should be reversed or upheld. Reversal of the decision would approve the requested work.



**LOCATION – 214 S ADAMS STREET**

---

# BACKGROUND

- On September August 13th, 2025, the Architectural Review Board (ARB) reviewed a Certificate of Appropriateness application to construct a walkway and subterranean entrance to an existing crawlspace on the home.
  - The application was deferred based on lack of detail for what was proposed, including materials, design, measurements, and overall scope of work.
  - No additional information on the request was provided and the application was denied on September 10<sup>th</sup>, 2025.
  - The applicant has requested the decision be overturned because she is currently unable to provide detailed plans for the proposed work.
-

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# PROPOSED LOCATION



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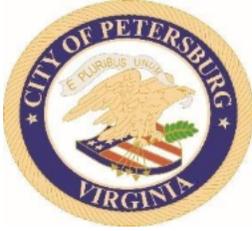
# PROPOSED LOCATION



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## REASON FOR DENIAL

- Lack of information with application: the application was not accompanied by any plans specifying the scope of work or showing the design of the proposed entranceway. It is unclear what materials would be used and what the work would look like. There is no information demonstrating whether the work as described would impact the historic character of the home visually or potentially damage the structural integrity of the home.



# City of Petersburg

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

Soren Granger  
Preservation Planner  
804-933-1436  
[sgranger@petersburg-va.org](mailto:sgranger@petersburg-va.org)

Carol Williams  
214 S Adams St  
Petersburg, VA 23803

## **RE: Certificate of Appropriateness (COA) Application for 214 S Adams St – Poplar Lawn Historic District**

Ms. Williams,

Thank you for your application for a Certificate of Appropriateness for 214 S Adams Street, located in the Poplar Lawn Historic District. Your request was reviewed and denied at our September meeting—Wednesday, September 10th, 2025. The Architectural Review Board (ARB) found the application unacceptable due to lack of details submitted to the Preservation Planner regarding the shed and steps to the crawl space (Chapter 8).

You must submit more measurement details to keep the shed and build the steps or appeal this decision to City Council as authorized in the Zoning Ordinance Article 35, Section 13, which states:

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

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

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

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

Respectfully,

Soren Granger  
Secretary to the ARB

...Dear Soren, and additional Board Members. Priorly discussed upon my visit to Ms. Granger's office, this is my written notice of my wish to appeal the decision on my shed, and the outdoor subterranean doorway/walkway leading to my basement. I will forward measurements as soon as possible. Due to my own personal medical illnesses and a dying family member, I anticioate the completion of this project in Spring 2026. Thank you, Carol Williams...

**Delivered**

**a. 214 S Adams Street**

**Historic District:** Poplar Lawn  
**Review Date:** August 13th, 2025  
**Tax Parcel #:** 022250005

**Applicant:** Carol Williams

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



**Project Description:** New steps

**Applicant proposal:**

- The applicant wishes to build subterranean cement steps that will lead to the basement/crawl space door.
- Brick walkway

**Attachments:** Application, pictures



**Staff Recommendation:**

**Steps: Defer to the ARB**

This request is not specifically mentioned in the Design Guidelines, so the ARB should discuss. I don't think it will take away from the building's integrity, and will allow ease of access to the crawl space area.



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

Address: 214 S Adams St.  
Historic District: Poplar Lawn

Application for COA       Application for Historic Building Plaque       Application for Discussion

Applicant: Carol Mason Williams  
Address: 214 S Adams St.  
Petersburg, Va. 23803  
Owner: self  
Address: same

E-Mail: carolwilliamsbutler2025@gmail.com  
Phone: (434) 906-0498  
E-Mail: —  
Phone: —

Firm/Contractor Preparing Plans: \_\_\_\_\_  
Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

Firm/Contractor to Perform Work: \_\_\_\_\_  
Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

Type of Project:  
 Residential  
 Commercial

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

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

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

Please see attached images, requesting permission to dig in ground for normal door size. Brick walkway w/ historic bricks.

Carol Mason Williams  
Applicant's Signature

July 1, 2025  
Date

FOR OFFICE USE  
Date received: \_\_\_\_\_ Agenda date: \_\_\_\_\_  
Tax Parcel: \_\_\_\_\_ Zoning: \_\_\_\_\_  
Additional permits needed from planning: \_\_\_\_\_

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











# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Brittany Flowers

**RE:** **A Public Hearing to Consider Amendment to Ordinance Sections 106-8 and 106-10 Personal Property Tax to Change Due Dates, and Section 110-115 Change the Due Date for Vehicle License Fee**

**PURPOSE:** To request City Council consideration for a First Read and to schedule a Public Hearing to amend Sections 106-8, 106-10, and 110-155 of the City Code regarding Personal Property Tax. The amendment updates personal property tax due dates to improve accuracy and efficiency in assessment and collection.

**REASON:** The proposed schedule aligns billing with assessment cycles, reduces abatements, and simplifies taxpayer compliance.

**RECOMMENDATION:** Approve amending Sections 106-8, 106-10, and 110-155 to change personal property tax due dates from February 28 and June 10 to June 5 and December 5, respectively.

**BACKGROUND:** Current ordinance requirements include: (1) the Commissioner of the Revenue furnishes personal property assessment lists to the Collector of City Taxes by January 20 and April 30 each year; (2) taxes are presently due February 28 and June 10; (3) the vehicle license fees are presently due June 10. The proposed amendment changes the due dates to June 5 and December 5 to streamline billing, allow time for DMV data synchronization and high-mileage exemption processing, reduce abatements following mid-cycle vehicle sales or transfers, and better align with neighboring localities.

**COST TO CITY:** No additional cost.

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** No change anticipated in annual revenue; improved collection efficiency and accuracy.

**CITY COUNCIL HEARING DATE:** 11/18/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None.

**AFFECTED AGENCIES:** Commissioner of the Revenue; Treasurer's Office/Collector of City Taxes; Finance Department.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Amends City Code Sec. 106-8 (Personal property tax lists; personal property assessments to be furnished to collector of city taxes) and Sec. 106-10 (Proration of personal property tax) to reflect new due dates of June 5 and December 5.

**REQUIRED CHANGES TO WORK PROGRAMS:** Update billing calendar and software; public communication of new due dates.

**ATTACHMENTS:**

1. Sec. 106\_10. Proration of personal property tax.
2. Sec. 110\_154. When tax payable. (1)
3. Change due dates PP

---

**Sec. 106-8. Personal property tax lists; personal property assessments to be furnished to collector of city taxes.**

The commissioner of the revenue shall ascertain and list such personal property and subjects as are taxable by the city, which lists shall be embraced in his annual return. The original of such lists shall be retained by the commissioner of the revenue as long as he shall remain in office and shall then be delivered to his successor. The commissioner of the revenue shall furnish a copy of the personal property assessments to the collector of city taxes by ~~January 20 and~~ April 30 of each year, and in default of his furnishing such copy to the collector of city taxes, as required, he shall pay a fine of \$10.00 per day for every day thereafter until the personal property assessment is furnished.

(Code 1981, § 34-8; Ord. No. 14-83, 9-2-2014; Ord. No. 17-30, 7-11-2017)

**Sec. 106-10. Proration of personal property tax.**

- (a) The tangible personal property tax, at a rate established by the ordinance which annually fixes such rate, shall be levied upon motor vehicles, trailers, semitrailers and boats which have acquired a situs within the city on January 1 of any tax year. The tax shall be due and owed on or before ~~February 28~~ June 5 of each year and ~~June 10~~ December 5 of each year after being billed by the collector of city taxes. Any person failing to pay any taxes on or before the due date shall incur penalties and interest as established in the ordinance which annually fixes the rate for personal property tax.
- (b) When any person acquired a motor vehicle, trailer, semitrailer or boat with situs in the city after January 1 or situs day, the tax shall be assessed for the portion of the tax year during which the new owner owns the motor vehicle, trailer, semitrailer or boat and it has situs in the city.
- (c) When any motor vehicle, trailer, semitrailer or boat loses its situs after January 1 or after the day on which it acquired situs ("situs day"), the tax shall be relieved and the appropriate amount of tax which shall be prorated on a monthly basis, shall be refunded if such tax has already been paid.
- (d) When any person sells or otherwise transfers title to a motor vehicle, trailer, semitrailer or boat with a situs in the city after January 1 or situs day, the tax shall be relieved, prorated on a monthly basis, and the appropriate amount of tax already paid shall be refunded.
- (e) For the purposes of proration under subsections (a) through (d) of this section, a period of more than one-half of a month shall be counted as a full month and a period of less than one-half of a month shall not be counted.
- (f) Any refund shall be made within 30 days of the date the city determines that the tax is properly relieved. At the option of the tax payer, any refund due under subsections (c) and (d) of this section may be credited against the tax due on any motor vehicle, trailer, semitrailer or boat owned by the taxpayer during the same tax year.

(Code 1981, § 34-10; Ord. No. 97-12, § 34-10, 1-21-1997; Ord. No. 14-83, 9-2-2014; Ord. No. 17-16, 4-4-2017; Ord. No. 17-17, 5-2-2017; Ord. No. 17-30, 7-11-2017)

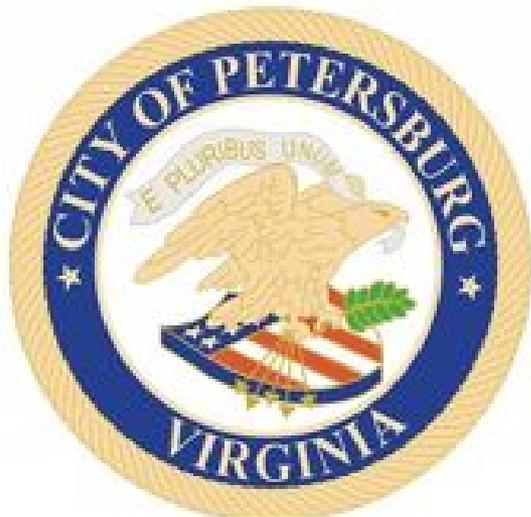
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**Sec. 110-155. Payment of license tax.**

The license tax provided for by this division shall be payable in full for any motor vehicle, trailer or semi-trailer normally garaged in the city on January 1 of any taxable year and for any motor vehicle, trailer or semi-trailer subsequently garaged in the City of Petersburg. Such license tax shall be nonrefundable and shall not be pro-rated. The annual tax license year shall commence on January 1 of each year. The annual tax license fee shall be payable ~~June 10~~ June 5 of every year. The license tax shall be collected as taxes are collected.

(Ord. No. 96-183a, § 16.1-100, 12-6-1996; Ord. No. 18-4, 2-6-2019)

Editor's note(s)—Ord. No. 18-4, adopted Feb. 6, 2019 changed the title of § 110-155 from "Proration of tax" to read as herein set out.

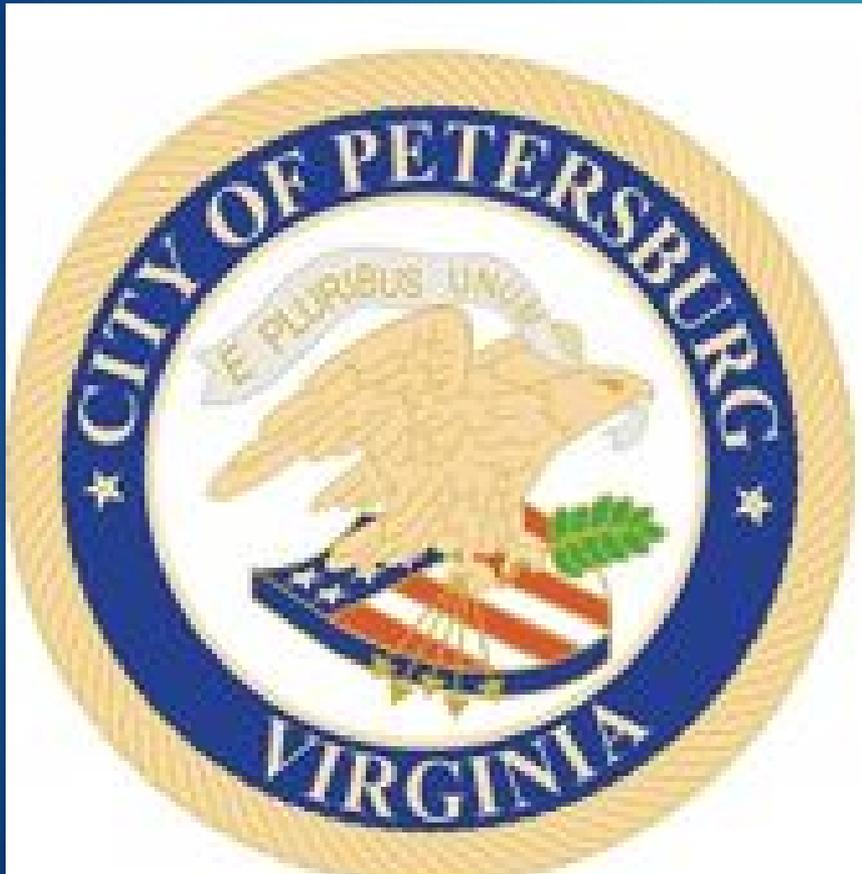


# Recommendation to Change Personal Property Due Dates

PRESENTED TO: CITY COUNCIL OF  
PETERSBURG

PREPARED BY: COMMISSIONER OF THE  
REVENUE'S OFFICE

Personal property is defined as any asset that can be owned and is not permanently attached to land or buildings.



Personal Property is assessed on movable assets such as, cars, trucks, motorcycle, boat/trailers that belong to taxpayers/business owners

SITUS – legal location of where the vehicle is garaged  
(Jan 1<sup>st</sup>)

Weekly DMV download captures updates on taxpayer/business owners that have moved to, within/out, purchased, sold, or traded in

# Background



- PRIOR TO 2014, THE CITY OF PETERSBURG HAD ONE DUE DATE OF JUNE 10TH.



- CURRENTLY, THERE ARE TWO DUE DATES: FEBRUARY 28TH AND JUNE 10TH.



- FEBRUARY BILLING COVERS JANUARY–JUNE; JUNE BILLING COVERS JULY–DECEMBER.



- THE PROPOSED RECOMMENDATION WOULD MOVE TO TWO NEW DUE DATES: JUNE 5TH AND DECEMBER 5TH.

# Locality Due Date Comparison

Prorating Localities	Due Dates
Chesterfield Co.	June 5 <sup>th</sup> Billed for whole year
Dinwiddie Co.	June 5 <sup>th</sup> & Dec 5 <sup>th</sup>
City of Hopewell	February 15 <sup>th</sup> Bill for prior year
Prince George Co.	June 5 <sup>th</sup> Bill for whole year
Portsmouth	June 5 <sup>th</sup> Bill for whole year

Non-Prorating Localities	Due Dates
Colonial Heights	June 5 <sup>th</sup> & Dec 5 <sup>th</sup>
Mecklenburg	Dec 5 <sup>th</sup> & June 5 <sup>th</sup>
Sussex Co.	Dec 5 <sup>th</sup>

Delays from third-party assessment companies returning mass filings.

Two federal holidays in January cause delays.

Weather conditions in January may affect operations.

These factors in past forced the city to use Code of Virginia §58.1-3912 where bills are mailed out 14 days prior to bill being due which is not fair to taxpayers or business owners. In addition, business license is due March 1<sup>st</sup>, per Code of Virginia §58.1-3703.1

# Challenges with Current February Due Date



- Reduces number of abatements for citizens trading or selling vehicles mid-year.



- Allows installment payments prior to due date to reduce penalties and interest.



- Prevents using Code of Virginia §58.1-3912.



- Simplifies billing cycles for taxpayers and businesses.

# Benefits of Proposed Change

# Example Scenario

- ◆ If a taxpayer paid January–June in February but sold a vehicle in April, an abatement would be required. Under the new schedule, the first bill would be due June 5th for January–April, simplifying corrections and payments.

## High Mileage Exemption

In December, forms will be available for a smoother assessment in the following year.

You can also find the forms at

Petersburg Website:  
[Forms | Petersburg, VA - Official Website](#)

# Active-Duty Exemption

An Active-Duty Exemption for vehicle(s) property tax is a benefit available to members of the armed forces who are currently serving on active duty. This exemption allows eligible service members to be relieved from paying personal property taxes on vehicles they own or lease while they are stationed away from their legal residence due to military orders. The purpose of the exemption is to prevent double taxation and recognize the unique circumstances of military service. To qualify, the service member must provide proof of active-duty status—such as military orders or a leave and earnings statement (LES)—and the vehicle(s) must be titled in the service member's name.

This document will also be sent in Dec of every year to our Active-Duty military members for accurate billing and preventing abatements. It will also be a form that active-duty military members will have access to on their own through the city website



# Tangible Personal Property

- ◆ Business, leased equipment, and machinery & tools forms will continue to be due March 31<sup>st</sup>
- ◆ Adjusting due date from June 10<sup>th</sup> to June 5<sup>th</sup>.

# Recommendation Summary



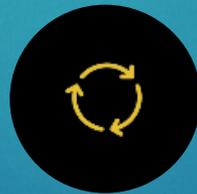
- Change personal property due dates to June 5th and December 5th.



- Vehicle license fees moved from June 10th to December 5th.



- Reduces confusion and improves consistency for taxpayers and business owners.



- Keeps personal and business property cycles aligned.

# Conclusion



**Changing the due dates to June 5th and December 5th creates a smoother and commonsensical billing cycle for both taxpayers and the Commissioner's office.**

**Improves fairness and efficiency.**

**Keeps compliance with state codes.**

**Enhances taxpayer experience.**



*Brittany C. Flowers*  
Comissioner of Revunue  
City of Petersburg

Thank  
you



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Randall Williams

**RE:** **A Public Hearing to Vacate an Alley Between 223 and 227 Kentucky Avenue**

**PURPOSE:** A Public Hearing to vacate an alley between 223 & 227 Kentucky Avenue.

**REASON:** To vacate an alley between 223 & 227 Kentucky Avenue.

**RECOMMENDATION:** The Department of Public Works recommends that this alley be vacated.

**BACKGROUND:** The Department of Public Works & Utilities has been engaged in this process with the applicant & Planning since mid to late August. The city policy for consideration and review of application to vacate street, alley, easement, public way, plat or portion thereof was followed to get us to this point.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/12/2025

**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:**

1. Ordinance - Alley Vacation
2. Application To Vacate Alley
3. Vacate Notification Letter
4. Letter to Adjacent Prop Owner
5. Certified Mail to Adjacent Prop Owner

6. Letters from Utilities & Utility Companies
7. Plat Showing 5' Easement

**AN ORDINANCE TO VACATE A PORTION OF  
BLAKES LANE ADJACENT TO 223 KENTUCKY  
AVENUE**

---

**WHEREAS**, the City of Petersburg has received a request to vacate a portion of existing right-of-way on an alley identified as Blakes Lane adjacent to property at 223 Kentucky Avenue, Tax Identification Number 031-00039, as described as shown in the plat from Baseline Land Surveying titled “Preliminary Plat showing Lot 1 on the North Side of Kentucky Avenue, A Boundary Line Adjustment/Lot Line Vacation Between #217, 223 Kentucky Avenue and Vacated Blake’s Lane” dated October 1, 2025, and

~~\_\_\_\_\_WHEREAS~~, the City has no planned use for the subject right-of-way ~~and; and~~  
~~\_\_\_\_\_WHEREAS,~~ the owner of property at 223 Kentucky Avenue has agreed to dedicate a public utility easement over the portion of vacated right-of-way for any future utility expansion; and

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

**WHEREAS**, a public hearing was duly advertised in the local newspaper, and the City of Petersburg held a public hearing on November 18, 2025, pursuant to notice thereof as required by law.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Petersburg, that it hereby approves the vacation the right-of-way located directly adjacent to 223 Kentucky Avenue as shown on the plat titled Preliminary Plat showing Lot 1 on the North Side

of Kentucky Avenue, A Boundary Line Adjustment/Lot Line Vacation Between #217, 223  
Kentucky Avenue and Vacated Blake's Lane" and dated October 1, 2025.



**CITY OF PETERSBURG**  
**DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION**  
 103 W. TABB STREET, PETERSBURG, VIRGINIA 23803  
 PHONE (804) 733-2355 FAX (804) 732-2030

**APPLICATION TO VACATE A STREET, ALLEY,  
 EASEMENT, PUBLIC WAY, PLAT OR PORTION THEREOF**

The following information must be typed or printed and completed in full. Attach additional information pages where necessary. No application will be considered unless all necessary documents and fees are received by the Engineering Division Office.

**1. IDENTIFICATION OF REQUEST** *(check all that apply)*

Vacation of: ( ) Street () Alley ( ) Easement ( ) Other \_\_\_\_\_

**2. APPLICANT AND AGENT**

a) Name of applicant: Mikeishia Kennedy  
 (If a corporation or private person, represented by an attorney, lines D through F below must be completed.)

b) Mailing Address: PO BOX 2096 Chester, VA 23831

c) Telephone numbers: Home: (804) 301-9507 Office: \_\_\_\_\_

d) Agent's name: \_\_\_\_\_

e) Agent's mailing address: \_\_\_\_\_

f) Agent's telephone number: \_\_\_\_\_

**3. LOCATION OF PROPERTY**

This information must be completed and is available from the Office of the City's Assessor. Attach additional pages where necessary.

a) Ward District: 5

b) Tax Parcel Number: N/A

c) Subdivision name: N/A Section: N/A

Block: N/A Lot: N/A

d) Subdivision plat by: N/A

e) Subdivision plat dated: N/A

f) Plat book: N/A Page: N/A

g) Street Address: north side of Kentucky Ave (between 223 & 227 Kentucky Ave)

h) Type of easement (where applicable): N/A

i) Existing land use(s): unimproved alley

j) Existing structure: None

k) Existing zoning: R-3

4. Fully explain the reasons for the request: To meet the minimum lot size and dimensional requirements for construction on 223 Kentucky. At present, the lot does not have sufficient land area to qualify for a building permit under city's zoning.

5. Fully state the proposed use of the land to be vacated:  
The vacated alley will be combined with 223 Kentucky Ave and borderline adjustment with 219 Kentucky Ave. It will increase the overall lot size to build a duplex. This will bring the project into full compliance with zoning and building regulations.

7. Attach signed vacated notification letter or certified letter and return receipt: () yes ( ) no

8. Attach all utility companies letters: () yes ( ) no

9. Six copies of the plat must be submitted with this application.

10. A certified check or money order in the amount of \$600.00 (application fee and the estimated cost of advertising), payable to the Treasurer, City of Petersburg, Virginia must be submitted with this application.

11. When the completed application is received, the applicant will be notified of the date and time at which the City Council will consider the request.

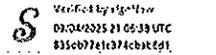
12. Upon approval of this request by the City Council, the City Attorney will revise the agreement or ordinance by incorporating therein any conditions or restrictions requested by the City. The revised document will be returned to the Public Works Engineering Division who shall at the applicants expense, record it in the Clerk's Office of the City Petersburg Circuit Court and notify the applicant of the date of recordation. *(two copies required for recordation)*

**Incomplete applications will delay the scheduling and hearing of requests.**

I/We hereby certify that all of the above statements and the statements contained in all required documents submitted herewith are true:

Date: 09/04/2025

Signature of applicant(s): *Alisha Kennedy*

 A circular digital signature verification stamp with a stylized 'S' in the center. To the right of the 'S' is the text: 'VeriPic by eSign' followed by a vertical line, '09/04/2025 21:05:39 UTC' followed by a vertical line, and '835cb77e1c374cb04e91' followed by a vertical line.

Signature of Agent: \_\_\_\_\_

Submit this application, fees, and the required documents to:

**Public Works Engineering Division  
103. W. Tabb Street, Petersburg, Virginia 23803  
Phone (804) 733-2355  
Fax (804) 732-2030**

\*

\*



**CITY OF PETERSBURG**  
**DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION**  
 103 W. TABB STREET, PETERSBURG, VIRGINIA 23803  
 PHONE (804) 733-2355 FAX (804) 732-2030

**VACATE NOTIFICATION LETTER**

I/We, Mikeishia Kennedy  
 owner(s) of a parcel/parcels of land known, numbered, and designated as \_\_\_\_\_  
031200039  
 am/are aware of the application filed with City of Petersburg requesting the vacation of  
 alley \_\_\_\_\_  
 adjacent to my/our property.

**I/we, have no objections to this vacation:**

*Mikeishia Kennedy*  
 Notary Public  
 State of Virginia  
 Commission Expires 09/04/2025

09/04/2025  
 DATE

\_\_\_\_\_  
 OWNER DATE

**I/we object to this vacation for the following reasons:**

\_\_\_\_\_  
 OWNER DATE

\_\_\_\_\_  
 OWNER DATE

**Mikeishia Kennedy**  
223 Kentucky Ave  
Petersburg, VA 23803  
(804) 301-9507

**August 6, 2025**

**JWA Almonte Inc**  
15040 NE 7th Ave  
Miami, FL 33161

Dear Property Owner,

My name is Mikeishia Kennedy, and I am the owner of the property located at **223 Kentucky Ave, Petersburg, VA 23803**.

I am in the process of submitting an application to the **City of Petersburg** to request the **vacation of the alley** that runs adjacent to both **223 Kentucky Ave** and **227 Kentucky Ave**. As part of the City's application process, **all adjoining property owners must either sign the enclosed Vacate Notification Letter or be notified via certified mail, with a return receipt included in the application.**

Additionally, please note that **when vacating City parcels, the adjoining parcel at 227 Kentucky Ave is entitled to half of the vacated parcel, as per City of Petersburg policy.**

I kindly ask for your assistance in this process by reviewing the enclosed Vacate Notification Letter and signing where indicated. For your convenience, I have included a stamped, self-addressed return envelope.

If you have any questions that you would like to direct to the City of Petersburg, you may contact the **Department of Public Works – Engineering Division** at **(804) 733-2355**.

Should you have any questions or require additional information, please feel free to contact me directly at **(804) 301-9507**.

Thank you in advance for your time and cooperation.



Sincerely,  
Mikeishia Kennedy

# U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Miami FL 33161

Certified Mail Fee	\$ 5.30	0831
Extra Services & Fees (check box, add fee as appropriate)		1c
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00	Postmark
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00	Here
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$ 0.72	
Total Postage and Fees	\$ 10.42	08/07/2025

Sent To JWA Almonke Inc  
 Street and Apt. No., or PO Box No. 15040 NE 7th Ave  
 City, State, ZIP+4 Miami FL 33161

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JWA Almonte Inc  
 15040 NE 7th Ave  
 Miami FL 33161



9590 9402 9485 5069 9475 61

2. Article Number (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Juan Almonte

Agent

Addressee

B. Received by (Printed Name)

Juan Almonte

C. Date of Delivery

8/11/2025

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (Over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



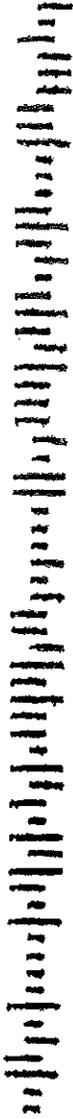
9590 9402 9485 5069 9475 61

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Mikeishia Kennedy  
PO Box 2096  
Chester VA 23031

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



-244096



Public Works – Utilities Division  
1340 E. Washington Street  
Petersburg, Virginia 23803  
(804) 300-1087

Peter Eggers  
Utilities Engineer

To: Keishia Kennedy,

Concerning the alley located between 223 Kentucky Ave. and 227 Kentucky Ave. There are no known water or sewer utilities located in the ROW. There are no current plans for use but, retention of the ROW or a utility easement will be necessary to ensure utility access for the properties to the north on the alley.

Thank you,

Peter Eggers

Department of Public Works and Utilities  
Utilities Engineer  
1340 E. Washington Street  
Petersburg, VA 23803  
804-300-1087



Date 9/4/2025

Via Electronic Mail

RE: Acknowledgment of City Alley Vacation

To Whom It May Concern,

Dominion Energy has reviewed the access needs related to the alleyway located off 223 Kentucky Avenue, within the City of Petersburg. Based on the location of existing power facilities and available access routes, there is no anticipated need to use or access this part of the alley. The pole line located at 227 Kentucky Avenue is accessible via Harding Street, as well as through Blake South Lane.

Additionally, Dominion does not have any existing facilities located within the area of the alley. Therefore, an easement will not be required following the vacation.

From a right of way perspective, Dominion Energy has no objection to the vacation of the alleyway near 223 Kentucky Avenue.

We hope this response provides the necessary approval. Please feel free to contact us if you have any questions or need further clarification.

Sincerely,

A handwritten signature in black ink that reads "John Perkins".

John Perkins  
Right of Way Agent  
Dominion Energy

Dominion Energy Virginia  
600 East Canal Street, Richmond VA 23219

Columbia Gas<sup>®</sup>  
of Virginia

*A NiSource Company*  
1809 Coyote Drive  
Chester, Virginia 23836

September 4, 2025

Mikeishia Kennedy  
PO Box 2096  
Chester, VA 23831

**RE: Alley Between 223 and 227 Kentucky Avenue  
Petersburg, Virginia**

Dear Mikeishia,

Columbia Gas of Virginia does not have any existing utilities, nor are there currently any plans to install utilities, in the alley on Kentucky Avenue. Should you need more information, feel free to contact us.

Sincerely,

Christiana Linebrink  
Land Technician  
Columbia Gas of Virginia



Verizon Network Engineering  
3011 Hungary Spring Rd  
Floor 2  
Richmond VA, 23228

September 3rd, 2025

To: Mikeishia Kennedy

Re: Alley between 223 and 227 Kentucky Ave, Petersburg, VA 23803

Mikeishia,

In reference to the above-mentioned alley that is adjacent to 223 Kentucky Ave, Verizon Virginia, LLC, does *not* currently have any facilities to be vacated or planned facilities in the alley right of way. If future service is needed for the properties behind you, we would need an easement from you to serve them.

Sincerely,

A handwritten signature in black ink that reads "Jason D Anderson".

Jason D Anderson  
Engineering Assistant  
Access Engineering & Operations  
Verizon Consumer Group  
O 804 923 1558  
M 804 297 9858





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Brian Moore

**RE:** **A Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street**

**PURPOSE:** A Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street.

**REASON:** To present an Ordinance authorizing the City Manager to execute the Purchase Agreement between the City of Petersburg and Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street.

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

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

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY: N/A**

**CITY COUNCIL HEARING DATE: 11/12/2025**

**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:**

1. 110 Spruce 704 and 706 Wesley and 126 Kentucky
2. 321 Witten
3. 724 Harding
4. 137 Franklin
5. 746 Mt. Airy
6. Ordinance - Various Properties

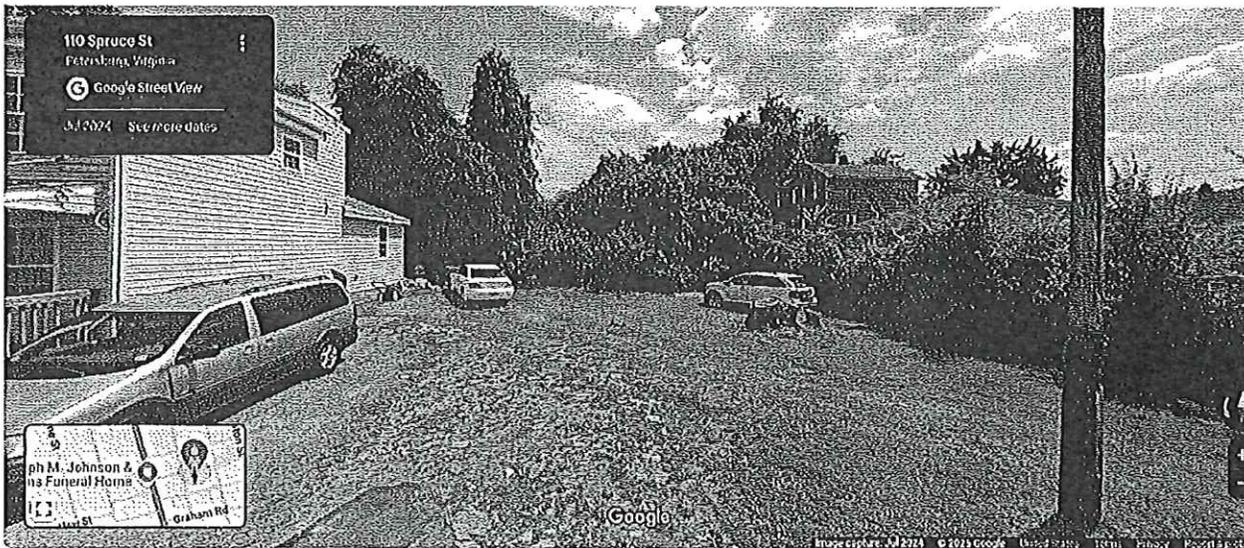
# PROJECT BRIEF

Developer:	Kai Haskett
Project Address:	110 Spruce ST
Assessed Value:	7,700.00
Offer Amount:	7,700.00
Percentage Offered:	100%

## PROJECT DESCRIPTION:

SINGLE FAMILY HOMES

## PROPERTY PICTURE (TODAY)



# PROJECT BRIEF

Developer:	Kai Haskett
Project Address:	126 Kentucky Avenue
Assessed Value:	\$3,400.00
Offer Amount:	\$3,400.00
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family

## PROPERTY PICTURE (TODAY)



# PROJECT BRIEF

Developer:	KAI HASKETT
Project Address:	706 WESLEY STREET
Assessed Value:	\$4,500
Offer Amount:	\$4,500
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family dwelling.

## PROPERTY PICTURE (TODAY)



# PROJECT BRIEF

Developer:	KAI HASKETT
Project Address:	704 WESLEY STREET
Assessed Value:	\$3,100
Offer Amount:	\$3,100
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family dwelling.

## PROPERTY PICTURE (TODAY)



# PROJECT BRIEF

Developer:	New Town Station LLC
Project Address:	321 Witten ST
Assessed Value:	\$1200.00
Offer Amount:	\$1200.00
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family

## PROPERTY PICTURE (TODAY)



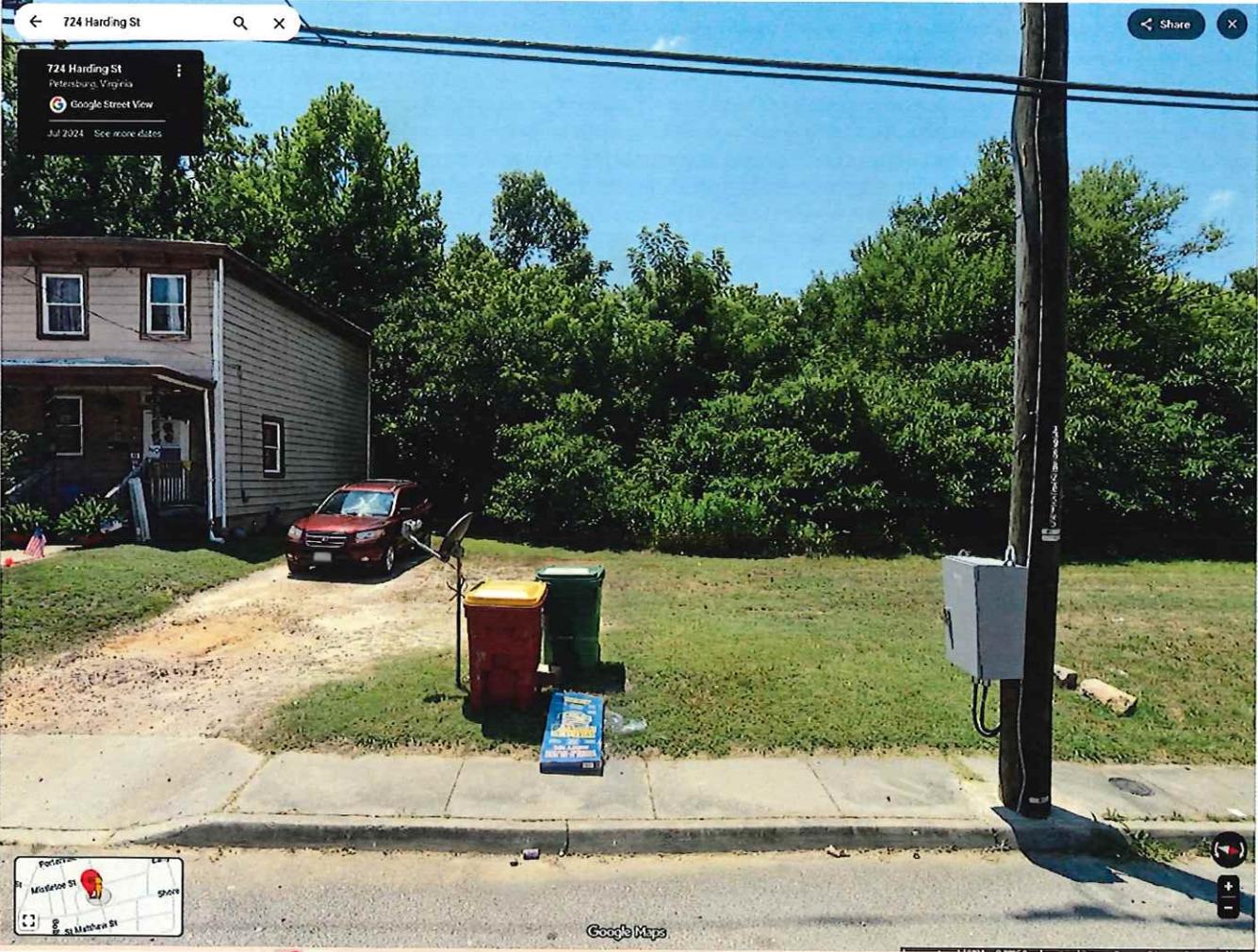
# PROJECT BRIEF

Developer:	ANTHONY JACKSON
Project Address:	724 HARDING STREET
Assessed Value:	\$9600
Offer Amount:	\$9600
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family dwelling.

## PROPERTY PICTURE (TODAY)



## SKETCHED SCALE (IF AVAILABLE)

# PROJECT BRIEF

Developer:	SKYE IS THE LIMIT
Project Address:	137 FRANKLIN STREET
Assessed Value:	\$20700
Offer Amount:	\$20700
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family dwelling.

## PROPERTY PICTURE (TODAY)



## SKETCHED SCALE (IF AVAILABLE)

# PROJECT BRIEF

Developer:	Zebrina Meade
Project Address:	746 Mount Airy
Assessed Value:	\$900.00
Offer Amount:	\$900.00
Percentage Offered:	100%

## PROJECT DESCRIPTION:

A Single Family

## PROPERTY PICTURE (TODAY)



## **ORDINANCE**

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the sale of a City-owned property to Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street.

WHEREAS, the City of Petersburg has received a proposal to sell city owned property from Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the lease 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 Zebrina Meade for the Development of 746 Mount Airy Street; K&K Beginnings LLC for the Development of 110 Spruce Street; Entrusted Visions LLC and Fetko Properties LLC for the Development of 126 Kentucky Avenue, 704 and 706 Wesley Street; Skye is the Limit Residential Services LLC for the Development of 137 Franklin Street; Anthony Jackson for the Development of 724 Harding Street; and New Town Station LLC for the Development of 321 Witten Street.

# Finance Monthly Update

November 18, 2025



**DEPARTMENT OF FINANCE**

# AGENDA

Budget to  
Actuals

FY27 Budget  
Calendar



# BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 10.31.2025: 33% of YR Completed	Remaining Budget Balance	% of Budget Expended
CITY COUNCIL	362,216	47,972	314,244	13.24%
CITY CLERK	418,563	86,474	332,089	20.66%
CITY MANAGER	1,120,183	474,072	646,111	42.32%
CITY ATTORNEY	511,900	121,624	390,276	23.76%
HUMAN RESOURCES	1,233,781	370,271	863,510	30.01%
COMMISSIONER OF REVENUE	494,408	168,322	326,086	34.05%
ASSESSOR	683,469	227,120	456,349	33.23%
CITY TREASURER	415,964	245,300	244,028	50.13%
FINANCE	1,142,027	319,978	832,681	27.76%
CUSTOMER CARE & COLLECTIONS	900,283	255,443	660,788	27.88%
INFORMATION TECHNOLOGY	1,331,238	468,420	862,818	35.19%
PROCUREMENT	356,476	84,385	272,091	23.67%
REGISTRAR	657,371	196,551	460,821	29.90%
CIRCUIT CT. JUDGES & ADMIN	96,667	32,665	64,002	33.79%
GENERAL DISTRICT COURT	79,400	3,474	75,926	4.37%
MAGISTRATES	3,000	-175	3,175	-5.85%
JUVENILE & DOMESTIC RELATIONS	8,750	406	8,344	4.64%



# BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 10.31.2025: 33% of YR Completed	Remaining Budget Balance	% of Budget Expended
CLERK of the CIRCUIT COURT	1,093,879	377,491	716,388	34.51%
SHERIFF	2,251,115	875,933	1,417,223	38.20%
COMMONWEALTH ATTORNEY	1,809,675	656,091	1,153,584	36.25%
VICTIM WITNESS - CITY	26,286	1,383	24,903	5.26%
POLICE DEPARTMENT	10,679,312	3,898,897	6,862,817	36.23%
911 EMERGENCY COMMUNICATIONS	2,010,963	421,190	1,589,773	20.94%
FIRE DEPARTMENT	9,777,976	3,595,627	6,388,196	36.01%
REGIONAL JAIL SERVICE	3,546,522	993,408	2,553,114	28.01%
11th DISTRICT COURT	114,827	43,600	71,227	37.97%
VJCCA SUB-TOTAL	253,830	69,255	184,575	27.28%
CODE ENFORCEMENT	1,362,061	475,630	886,431	34.92%
ANIMAL CONTROL	334,714	77,815	256,899	23.25%
ENGINEERING	1,316,511	177,479	314,244	13.24%
REFUSE COLLECTION	2,394,000	712,926	1,681,074	29.78%
GROUNDS	1,433,192	399,050	959,018	29.38%
FACILITIES MANAGEMENT	3,354,128	1,060,875	2,366,892	30.95%
CPO CENTER/VCRC	106,416	43,657	62,759	41.03%



# BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 10.31.2025: 33% of YR Completed	Remaining Budget Balance	% of Budget Expended
SOCIAL SERVICES	11,589,663	3,710,122	7,879,541	32.01%
CHILDREN'S SERVICES ACT	4,477,855	1,772,482	2,705,373	39.58%
TRANSFER TO SCHOOLS	12,977,018	4,274,377	8,702,641	32.94%
RECREATION & LEISURE SERVICES	913,237	480,706	440,031	52.21%
CEMETERIES	82,013	14,978	67,035	18.26%
TURF MANAGEMENT	467,850	296,334	171,516	63.34%
GOV'T RELATIONS	1,316,540	263,054	1,053,486	19.98%
PUBLIC LIBRARY	1,487,380	474,124	1,076,256	30.58%
PLANNING	891,713	310,421	723,179	30.03%
ECONOMIC DEVELOPMENT	564,423	200,117	364,306	35.46%
NON-DEPARTMENTAL	9,914,828	3,127,371	7,163,212	30.39%
DEBT SERVICE	7,295,881	1,692,427	5,603,454	23.20%
TRANSFER TO OTHER FUNDS	3,169,286	3,169,286	0	100.00%
<b>TOTALS</b>	<b>106,947,573</b>	<b>36,792,667</b>	<b>79,888,476</b>	<b>34.08%</b>



# BUDGET TO ACTUALS

Fund/Department	FY26 BUDGET	Expended Thru 10.31.2025: 33% of YR Completed	Remaining Budget Balance	% of Budget Expended
<b>STREETS</b>				
Streets Operations Sub-Total	10,641,039	3,063,012	7,578,027	28.78%
<b>PUBLIC UTILITIES</b>				
Wastewater Sub-Total	7,822,614	2,744,860	5,077,754	35.09%
Water Sub-Total	8,052,005	2,707,399	5,344,606	33.62%
<b>TOTAL PUBLIC UTILITIES FUND</b>	<b>15,874,619</b>	<b>5,452,259</b>	<b>10,422,360</b>	<b>34.35%</b>
<b>STORMWATER</b>				
Stormwater Services Sub-Total	1,410,564	451,815	958,749	32.03%
<b>DOGWOOD</b>				
Dogwood Golf Sub-Total	1,515,186	906,452	608,734	59.82%
<b>MASS TRANSIT</b>				
Paratransit Sub-Total	301,016	110,957	190,059	36.86%
State/Projects Sub-Total	824,888	229,772	595,116	27.85%
Administration Sub-Total	4,486,581	1,315,960	3,170,621	29.33%
Maintenance Sub-Total	907,397	365,168	542,229	40.24%
<b>TOTAL MASS TRANSIT FUND</b>	<b>6,519,882</b>	<b>2,021,857</b>	<b>4,498,025</b>	<b>31.01%</b>



# FY27 BUDGET CALENDAR

Below is the proposed Budget Calendar for FY27.

- Budget Kickoff Meeting November 19-20, 2025
- Distribute Agency Budget Instructions & Templates November 30, 2025
- Agency Budgets due to Finance January 2, 2026
- Recommend to CM February 2, 2026
- Departmental Budget Meetings February 16-20, 2026
- CM Proposed Budget March 3, 2026
- Council Budget Meetings March 9-20, 2026
- Community Budget Meetings April 6-10, 2026
- Public Hearing May 5, 2026
- City Council Adoption of Budget May 19, 2026





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** March Altman, Jr.

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

**PURPOSE:** City Council to take action on a special use permit request to operate an assisted living facility at 36 West Fillmore Street.

**REASON:** The applicant is seeking to reestablish the assisted living facility at 36 West Fillmore Street; the Board of Zoning Appeals determined the use is not legally nonconforming, meaning a special use permit is required.

**RECOMMENDATION:** Planning Commission recommended denial of the request on October 16, 2025 in a 4-2 vote

**BACKGROUND:**

1. 1950s-2022 - Assisted living facility constructed and operated at 36 West Fillmore Street.
2. August-September, 2022 - Fillmore Place facility ceased operation following decision by Department of Social Services to deny license renewal.
3. October, 2022 - Current owner, SP-Thirteen Properties, LLC purchased the property.
4. November, 2022 - October, 2024 - Property owner completed renovations of the existing facilities to reestablish assisted living facility use.
5. March 21, 2023 - City Council adopted an ordinance requiring a special use permit for the operation of an assisted living facility.
6. October-December, 2024 - Property owner filed a request for a business license to reestablish the assisted living facility use; the request was approved by the Zoning Administrator after determining the use was considered legal nonconforming.
7. April 24, 2025 - Board of Zoning Appeals overturned the Zoning Administrator's determination that an assisted living facility was a legal nonconforming use of the subject property and determined the property would need an approved special use permit to operate the proposed facility.
8. August 13, 2025 - Application for special use permit was received.
9. September 2, 2025 – Joint public hearing held on request by Planning Commission and City Council; Planning Commission Recommended deferral of the project to consider additional conditions for the use

10. October 7, 2025 – City Council voted to direct Planning Commission to provide a recommendation by October 21, 2025

11. October 16, 2025 – Planning Commission held special meeting and recommended denial of the request in 4-2-1 vote.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 9/2/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 25-SUP-03 Memo - Updated
2. Updated Presentation
3. Draft Ordinance 25-SUP-03
4. Application
5. Plot and Floor Plans
6. Elevations
7. Interior Renovations
8. 2024 Zoning Determination
9. 2025 BZA Decision
10. Zoning Map
11. Future Land Use Map
12. Adjoining Property Owners



# City of Petersburg

## MEMORANDUM

### UPDATE – NEW INFORMATION IN RED

**DATE:** November 18, 2025

**TO:** City Council

**FROM:** Planning and Community Development

**RE:** 2025-SUP-03: Consideration of an ordinance approving a request by Chris Winslow of Winslow, McCurry & MacCormac, PLLC, on behalf of SP-Thirteen Properties LLC, for a special use permit to operate an assisted living facility at 36 West Fillmore Street, Parcel ID 022360001, in the R-B, Office-Apartment Zoning District.

---

### EXECUTIVE SUMMARY

The applicant is seeking to operate an assisted living facility in an existing structure at 36 West Fillmore Street in the R-B, Office-Apartment Zoning District. The property is located in the Poplar Lawn Historic District and is designated as a Historic Core Neighborhood area on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. The proposed use, if permitted, will be subject to any conditions recommended by Planning Commission and accepted by City Council.

### CHRONOLOGY OF EVENTS

1. 1950s-2022 – Assisted living facility constructed and operated at subject property (major additions around 1980)
2. August-September, 2022 – Fillmore Place assisted living facility ceased operation following decision by Department of Social Services to deny license renewal
3. October, 2022 – Current owner purchased the subject property
4. November, 2022 – October, 2024 - Property owner completed renovations of the existing facilities to re-establish assisted living facility use
5. March 21, 2023 – City Council adopted an ordinance requiring a special use permit for the operation of an assisted living facility.
6. October-December 2024, Property owner filed a request for a business license to reestablish the assisted living facility use; the request was approved by the Zoning Administrator after determining the use was considered legal nonconforming.
7. April 24, 2025 – Board of Zoning Appeals overturned the Zoning Administrator’s determination that an assisted living facility was a legal nonconforming use of the

subject property and determined the property would need an approved special use permit to operate the proposed facility.

8. August 13, 2025 – Application for special use permit received
9. September 2, 2025 – Joint public hearing held on request by Planning Commission and City Council; Planning Commission Recommended deferral of the project to consider additional conditions for the use
10. October 7, 2025 – City Council voted to direct Planning Commission to provide a recommendation by October 21, 2025
11. October 16, 2025 – Planning Commission special meeting held; Planning Commission recommended denial of the request in a 4-2-1 vote.

## **REQUEST**

The subject property totals 1.3 acres and is located southeast of the intersection of Harrison and West Fillmore Streets. The property includes an existing approximately 22,350-square-foot structure which historically operated as an assisted living facility and has been renovated by the applicant. The applicant is seeking to re-establish the assisted living use in the existing structure. Currently, a special use permit is required to operate an assisted facility within the city.

The Zoning Ordinance defines an assisted living facility as “a residential facility, other than a group home, where more than eight residents who are not related by blood or marriage receive assistance with activities of daily living or therapeutic care, regardless of whether licensed by a governmental agency or not.”

According to the application, the renovated building will serve as a state-licensed residential facility for aged and infirmed individuals. The facility will provide daily care and monitoring, including medical oversight, medication and nutrition management, and supportive services such as therapeutic programming, meals and laundry. The facility will include 24-hour staffing and surveillance to address immediate resident needs and emergencies. The applicant has stated the facility will provide an option for aging citizens to age in place and avoid premature nursing home placement.

The application was accompanied by a plot plan and floor plans showing the layout of the property and the facility as well as exterior elevations showing the existing building and photos of the interior renovations. The property includes on-site parking as well as a central courtyard and outdoor terrace and the building includes office and medicine-storage areas, a day room, kitchen, dining and laundry facilities, and between 50 and 60 beds for residents.

Per Article 23 of the Zoning Ordinance, Council may grant approval of a special use permit when public health, safety, moral and general welfare will not be adversely affected, and provided that necessary safeguards will be provided to protect surrounding property, persons, and neighborhood values from a proposed use.

## **BACKGROUND**

The facility on the subject property was built circa 1950 and originally operated as Petersburg Home for Ladies. Major additions were made to the facility in the early 1980's and the property continued to be operated as an assisted living facility, though with several iterations, through September of 2022. At that time, the current facility, Fillmore Place, ceased operations following a decision by the Department of Social Services to disapprove the

renewal of its licensing due to the condition of the facility and multiple violations for sanitary conditions, record keeping, and staff training.

In October of 2022, the current owner, SP-Thirteen Properties, LLC, purchased the property. From November of 2022 through October of 2024, the owner applied for several building permits and completed interior and exterior building renovations, including plumbing, electrical, and structural improvements, with the intention of reestablishing the assisted living facility use. According to the applicant, 1.8 million dollars were invested into the renovation of the facilities. In March of 2023, the Zoning Ordinance was amended to require special use permits for the operation of assisted living facilities, meaning any existing facilities would be considered legal non-conforming unless the use terminates for more than two years.

The owner applied for a certificate of occupancy and business license in October, 2024 to officially begin operations of an assisted living facility at the subject property. The application was reviewed by the city's Zoning Administrator, who determined the property owner had attained vested rights in the use of the property as an assisted living facility through the issuance of building permits and the associated financial investment. The Zoning Administrator made an official determination that the use was legally nonconforming per the Code of Virginia Section 15.2-2307 and Article 24 of the Zoning Ordinance. Since the vested rights were obtained during the two-year window for legal nonconforming uses, the Zoning Administrator approved the requests for a business license and certificate of occupancy to operate an assisted living facility on the subject property.

Subsequently, the Zoning Administrator's determination was appealed to the Board of Zoning Appeals by Historical Poplar Lawn Association and Ravenscroft Ventures, LLC. On April 24, 2025, the Board of Zoning Appeals voted to overturn the Zoning Administrator's determination, meaning the use is not considered legal nonconforming and an approved special use permit is required before an assisted living facility can be operated on the subject property.

## **JOINT PUBLIC HEARING**

A special joint meeting between the Planning Commission and City Council was held on September 2, 2025 to hold a public hearing on the subject request. During the public comment period, approximately 26 individuals spoke on the request. Several concerns about the proposed facility were raised, including the potential behavior of residents, staff credentials and living conditions, appropriate oversight of facility operations, and impacts to surrounding properties. Additionally, support for the request was expressed by some speakers who noted the need for such a facility.

The applicant's agent was present to provide an overview of the project and respond to questions from the Planning Commission and City Council. Questions were raised regarding the type of treatment and services that would be provided and the type of residents which could be accepted into the facility, particularly whether individuals with negative behavioral patterns could be accepted. City Council also questioned staff about the total number of assisted-living facilities already located within the facility and whether conditions could be placed to limit or prohibit residents who may display abusive, aggressive, or disruptive behavior.

Following the public hearing and discussion on the request, the Planning Commission voted

to table the request until the October regular Planning Commission meeting and requested staff bring additional conditions for consideration.

The regular October Planning Commission meeting was cancelled due to a lack of a quorum and the Planning Commission has scheduled a special meeting on October 16 to make a recommendation on the request prior to the October 21, 2025 deadline.

### **ADJACENT ZONING/USES**

The subject property is bordered on the north and east by properties also within the R-B, Office-Apartment Zoning District. Properties to the south and to the east across Harrison Street are largely within the R-3, Two-Family Residence District, with the exception of several parcels to the northwest which are in the R-5, Multiple Dwelling District.

Adjoining land uses are largely a mix of residential, including single-family duplexes, and multi-family dwellings. The Elora Gardens Senior Community apartment homes are directly across Fillmore Street in the historic Anna P Bolling Junior High School building.

### **COMPREHENSIVE PLAN CONSIDERATIONS**

The subject property is located within a Historic Core Neighborhood area on the Future Land Use Map of the Comprehensive Plan. The Comprehensive Plan describes Historic Core Neighborhoods as areas located in the heart of Petersburg which directly reflect the city's historic development pattern. Senior housing is noted as one of the primary land uses for Historic Core Neighborhood areas along with a mix of other dwelling types and community uses like places of worship, schools, and parks. Development principles for Historic Core Neighborhoods include the renovation and reuse of existing structures as well as provision of a variety of housing types which accommodate a diverse range of residents.

The Comprehensive Plan also notes the importance of giving older adults an opportunity to "age in place," explaining senior housing provides options for those who wish to stay in the city but are looking to transition out of homeownership. According to the plan, housing options like assisted living facilities are beneficial in providing support to residents in need of more routine medical care and daily assistance. The plan states "as Petersburg's population of older adults continues to increase, it will be important to ensure that those who desire to age in place are supported."

### **PUBLIC INPUT**

At the September 2 public hearing, a number of citizens spoke during public comment with approximately 12 individuals speaking against the request, approximately 10 individuals speaking in support of the request and approximately 4 individuals who asked for additional information on the request.

### **RECOMMENDATION**

Planning Commission recommended denial of the request in a 4-2-1 vote.

If the special use permit is approved, Planning staff would recommend attaching the following conditions of approval:

1. The site and facility shall be developed and maintained in substantial accordance with the Site Plans & Elevations and Floor Plans prepared by Lawrence Ellis Williams Consulting, LLC and dated August 15, 2025.
2. The facility shall obtain and maintain appropriate licensure through the Virginia Department of Social Services to operate as an assisted living facility; failure to maintain active licensure shall result in review and possible revocation of the special use permit.
3. Qualified staff shall be on-site twenty four (24) hours per day. Repeated substantiated complaints regarding adequate staffing and resident supervision shall result in review and possible revocation of the special use permit.
4. The special use permit serves as approval for use of the property as an assisted living facility for aged and infirmed as described in the application; any expansion of the scope of services, including use of the facility as an outpatient clinic or medication assisted treatment facility is prohibited.
5. The facility shall be limited to a maximum of sixty (60) beds for residents; any expansion beyond this number shall require an amendment to the approved special use permit.
6. The development shall provide outdoor seating areas, including benches and tables, as well as at least two of the following outdoor resident amenities: gardening area(s), gazebo(s), outdoor fitness equipment, or gaming area. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to operation of the facility.
7. The on-site dumpsters shall be placed within an enclosed area consisting of opaque screening a minimum of six (6) feet in height.
8. Any new owner or operator of the facility must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved special use permit
9. This permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

CITY COUNCIL  
MEETING

NOVEMBER 18, 2025

## 2025-SUP-03:

Consideration of a request by Chris Winslow of Winslow, McCurry & MacCormac, PLLC, on behalf of SP-Thirteen Properties LLC, for a special use permit to operate an assisted living facility at 36 West Fillmore Street, Parcel ID 022360001, in the R-B, Office-Apartment Zoning District



# Subject Property

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# Case Overview

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- Subject property 1.3 acres located in R-B, Office-Apartment District
- Applicant seeking to operate an assisted living facility in existing building; as of 2023, special use permit is required
- Assisted living facility defined as “a residential facility, other than a group home, where more than eight residents who are not related by blood or marriage receive assistance with activities of daily living or therapeutic care, regardless of whether licensed by a governmental agency or not”
- Special use permits may be granted if public health, safety, and welfare will not be adversely affected and if safeguards are in place to protect surrounding property, persons, and neighborhood values

# Joint Public Hearing

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- Special meeting joint meeting with City Council held September 2, 2025 with presentations by staff and applicant and public hearing
- 26 individuals spoke during public comment with 10 in support of request, 12 against the request, and 4 seeking additional information
- Planning Commission voted to table the request and directed staff to bring additional conditions for consideration

# Planning Commission Recommendation

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- Planning Commission held special meeting October 16 to discuss and take action on the request
- Planning Commission considered conditions drafted by staff as well as condition offered by applicant; determined use would adversely affect health, safety, welfare of community
- Planning Commission recommended denial of the request in a 4-2 vote with one abstention

# Proposed Conditions (original recommendation)

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1. The site and facility shall be developed and maintained in substantial accordance with the Site Plans & Elevations and Floor Plans prepared by Lawrence Ellis Williams Consulting, LLC and dated August 15, 2025.
2. The facility shall obtain and maintain appropriate licensure through the Virginia Department of Social Services to operate as an assisted living facility; failure to maintain active licensure shall result in review and possible revocation of the special use permit.
3. Qualified staff shall be on-site twenty four (24) hours per day. Repeated substantiated complaints regarding adequate staffing and resident supervision shall result in review and possible revocation of the special use permit.
4. The special use permit serves as approval for use of the property as an assisted living facility for aged and infirmed only as described in the application; any expansion of the scope of services, including use of the facility as an outpatient clinic or medication assisted treatment facility is prohibited.
5. The facility shall be limited to a maximum of sixty (60) beds for residents; any expansion beyond this number shall require an amendment to the approved special use permit.

# Conditions (original recommendation) cont.

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6. The development shall include outdoor seating areas, including benches and tables, as well as at least two of the following outdoor resident amenities: gardening area(s), gazebo(s), outdoor fitness equipment, or gaming area. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to operation of the facility.
7. The on-site dumpsters shall be placed within an enclosed area consisting of opaque screening a minimum of six (6) feet in height.
8. Any new owner or operator of the facility must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved special use permit
9. This permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

**AN ORDINANCE TO APPROVE PETITION FOR A SPECIAL USE PERMIT TO OPERATE AN ASSISTED LIVING FACILITY AT 36 WEST FILLMORE STREET, PARCEL IDENTIFICATION NUMBER 022360001 IN THE R-B, OFFICE-APARTMENT ZONING DISTRICT.**

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district; and

WHEREAS, assisted living facilities are a permitted use within all zoning districts subject to the approval of a special use permit; and

WHEREAS, the City received a petition from Chris Winslow of Winslow, McCurry & MacCormac, PLLC., on behalf of SP-Thirteen Properties, LLC, owner of property at 36 West Fillmore Street for a special use permit pursuant to Article 3, Section 2 of the Zoning Ordinance to operate an assisted living facility; and

WHEREAS, the subject property was historically operated as an assisted living facility from its construction in the 1950s through 2022 when the Fillmore Place facility ceased operations; and

WHEREAS, the property owner has renovated the existing building with the intent of reestablishing the assisted living facility use; and

WHEREAS, the PetersburgNEXT Comprehensive Plan designates the property as a Historic Core Neighborhood on the Future Land Use Map and states Historic Core Neighborhoods where senior housing is listed as a primary land use and the plan is supportive of providing opportunities for city residents to age in place; and

WHEREAS, Planning Commission has determined public health, safety, moral, and general will not be adversely affected by the proposed use;

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

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

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby approve a petition for a special use permit to operate an assisted living facility at 36 West Fillmore Street subject to the following conditions:

1. The site and facility shall be developed and maintained in substantial accordance with the Site Plans & Elevations and Floor Plans prepared by Lawrence Ellis Williams Consulting, LLC and dated August 15, 2025.
2. The facility shall obtain and maintain appropriate licensure through the Virginia Department of Social Services to operate as an assisted living facility; failure to maintain active licensure shall result in review and possible revocation of the special use permit.
3. Qualified staff shall be on-site twenty four (24) hours per day. Repeated substantiated complaints regarding adequate staffing and resident supervision shall result in review and possible revocation of the special use permit.

4. The special use permit serves as approval for use of the property as an assisted living facility for aged and infirmed as described in the application; any expansion of the scope of services, including use of the facility as an outpatient clinic or medication assisted treatment facility is prohibited.
5. The facility shall be limited to a maximum of sixty (60) beds for residents; any expansion beyond this number shall require an amendment to the approved special use permit.
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7. The on-site dumpsters shall be placed within an enclosed area consisting of opaque screening a minimum of six (6) feet in height.
8. Any new owner or operator of the facility must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved special use permit
9. This permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant to comply with any of the listed conditions or any provision of Federal, State, or local regulations.



City of Petersburg  
Department of Planning and Community Development  
Zoning Administration  
135 North Union Street, Room 304  
Petersburg, Virginia 23803  
(804) 733-2308

# Special Use Permit and Rezoning Application

Date: 08/13/2025 Case Number: 400

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## Applicant / Owner

Applicant Name:	SP-THIRTEEN PROPERTIES LLC	Owner Name:	Stephen A. Parson
Address:	7806-C Forest Hill Ave	Address:	7806-C Forest Hill Ave, Richmond
City, State, Zip:	Richmond, VA 23225	City, State, Zip:	Richmond, VA 23225
Phone:	8044231382	Phone:	8044231382
Email:	chris@wmmlegal.com	Email:	chris@wmmlegal.com

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## Property

Current Zoning:	RB Office Apartment Residential	The following deed restrictions may affect the use of this property: Restrictions Expire:
Proposed Zoning:	RB Assisted Living Facility	
Tax Parcel ID:	022360001	
Current Address:	36 Fillmore W Petersburg, VA 23803	
Approximate Area:	56933 sq. ft.	
Acres:	1.3	
Public Street Frntg.:	Fillmore Street / Harrison Street	

Description of Proposed Use: Assisted Living Facility

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**Justification for Special Use**

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

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

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

Our assisted living facility will be advantageous to the City of Petersburg and benefit the general public welfare through multiple interconnected advantages that address critical community needs while generating positive economic and social impacts. The facility directly serves Petersburg's substantial senior population by providing essential healthcare infrastructure that reduces costly emergency services usage, prevents premature nursing home placements, and enables aging in place within the community, thereby preserving family connections and social stability. Economically, the facility creates sustainable employment opportunities in healthcare, administration, and support services while generating ongoing property tax revenue, local purchasing activity, and professional service contracts that stimulate the local economy without the environmental impacts or infrastructure strain of industrial development. The facility enhances public safety through professional 24-hour staffing that provides neighborhood surveillance, reduces crime, and ensures immediate response to emergencies, while the structured care environment prevents accidents and health crises that would otherwise burden municipal emergency services. From a community planning perspective, the facility addresses housing diversity needs by providing appropriate housing options for the aging population, supports efficient land use through higher-density senior housing, and contributes to the community's long-term sustainability by ensuring that established residents can remain in their city as they age rather than relocating to other jurisdictions. The facility promotes public health through professional medical oversight, medication management, nutritional programs, and social engagement opportunities that prevent isolation and depression among seniors, while serving as a community resource for health education and wellness programs. Additionally, the facility strengthens the community's social fabric by enabling intergenerational connections, providing volunteer and social opportunities for residents and community members, and supporting local businesses through ongoing operational needs, ultimately creating a model of community care that enhances Petersburg's reputation as a desirable place to live and age while addressing the demographic realities of an aging population. This benefits all residents.

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

SP-Thirteen Properties, LLC purchased 36 W Fillmore in 2022 and completed its \$1.8m+ renovation of the property in 2024.

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**Justification for Rezoning**

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

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).

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

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).

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The undersigned applicant certifies that they:

- SP-Thirteen Properties, LLC (a) are the owner, lessee or agent for (specified in writing)
- (b) possess a proprietary interest in (contract or option agreement)

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

I do hereby certify that the information contained herein is true and correct.

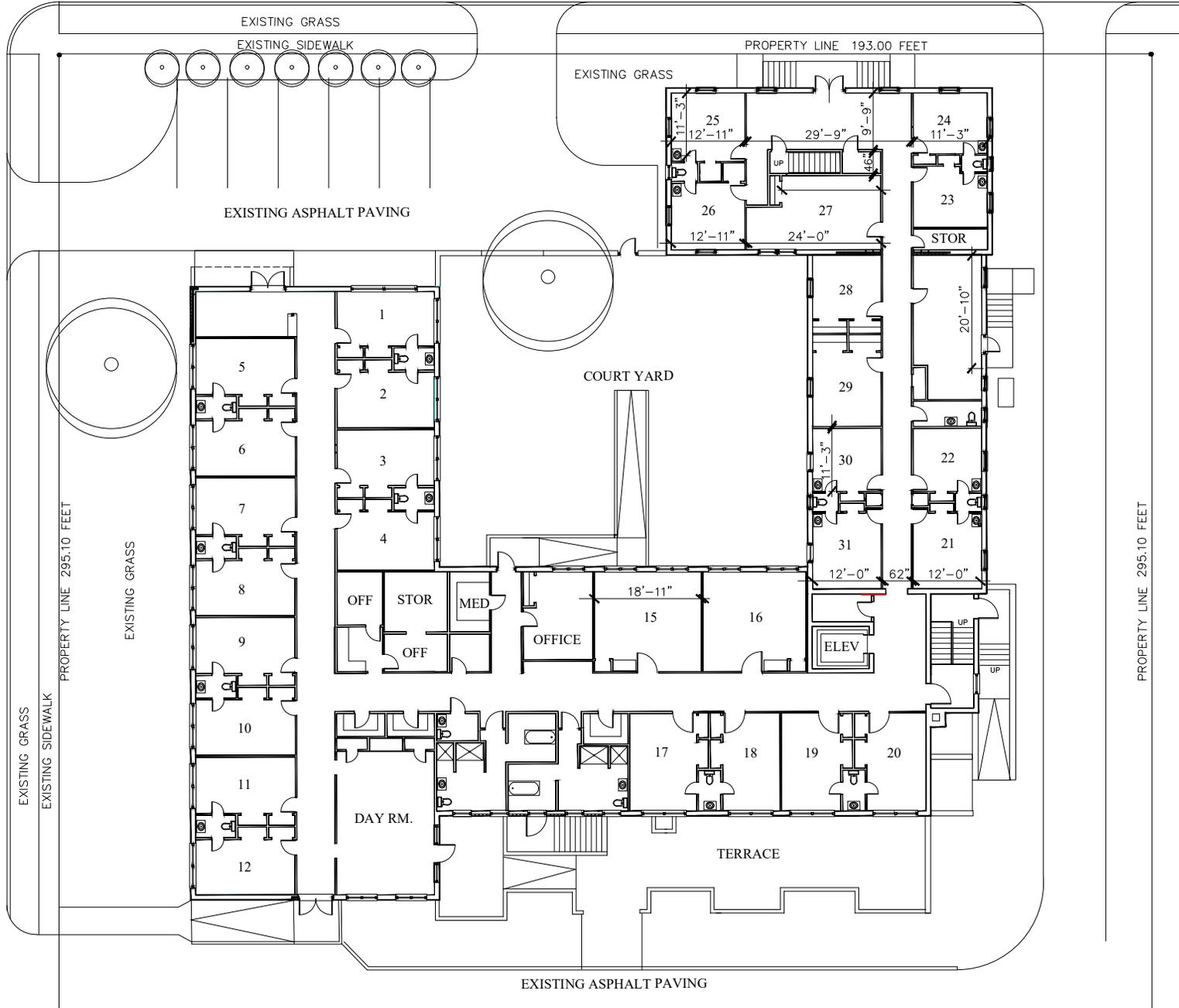
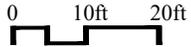
Christopher M. Winslow, Esq., counsel to SP-Thirteen  
Properties, LLC

08/13/2025

Name

Date

SCALE: 1/8" = 1 FOOT



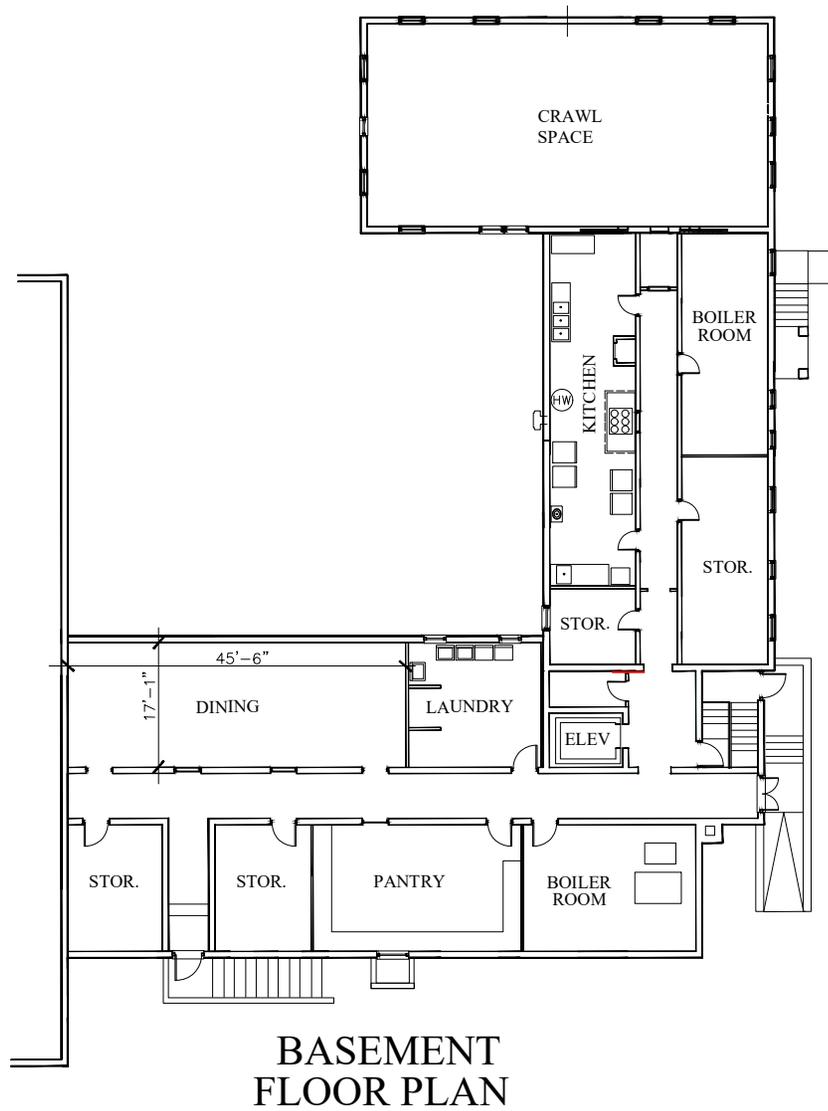
LAWRENCE ELLIS WILLIAMS CONSULTING LLC  
Environmental Planners  
Architects Engineers  
Construction Managers  
2518 FORD AVENUE RICHMOND, VIRGINIA 23223 TEL (804)437-5360

### FIRST FLOOR PLAN

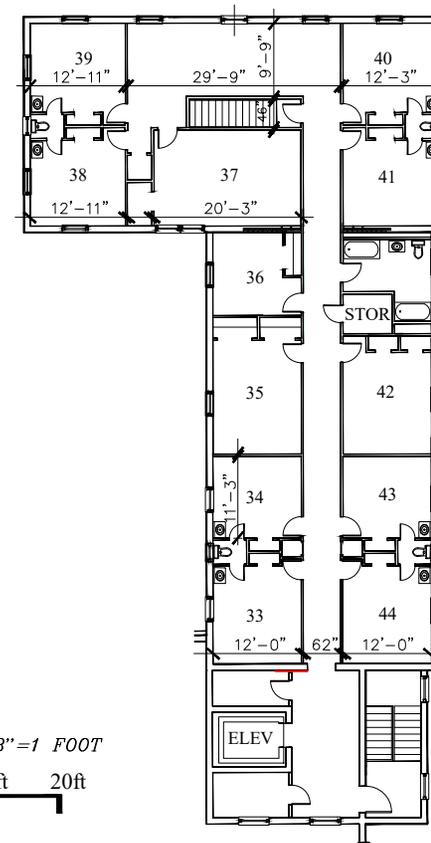
SITE ADDRESS: 36 WEST FILLMORE STREET  
PETERSBURG VIRGINIA

**A1**

Drawn By: LR 8/15/22  
Issue/Revision: Date  
Design Development

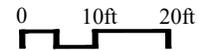


**BASEMENT FLOOR PLAN**



**SECOND FLOOR PLAN**

SCALE: 1/8" = 1 FOOT



**LAWRENCE ELLIS WILLIAMS CONSULTING LLC**  
 ENVIRONMENTAL PLANNERS  
 ARCHITECTS ENGINEERS  
 CONSTRUCTION MANAGERS  
 FACILITY MANAGERS  
 2518 FORD AVENUE RICHMOND, VIRGINIA 23223 TEL (804)437-5360

**FLOOR PLANS**

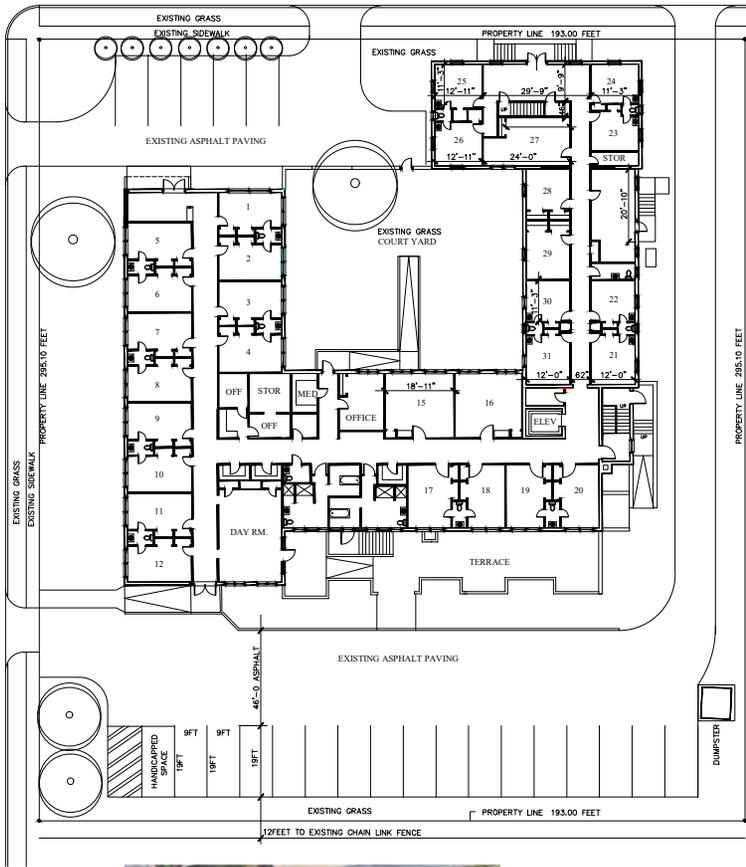
SITE ADDRESS: 36 WEST FILLMORE STREET  
 PETERSBURG VIRGINIA

**A2**

Drawn By: LW 8/15/22  
 Issue/Revision: Date  
 Design Development

# FILLMORE STREET

# HARRISON STREET



EXTERIOR ELEVATIONS  
TWO STORY STRUCTURE



EXTERIOR ELEVATIONS  
SINGLE STORY STRUCTURE

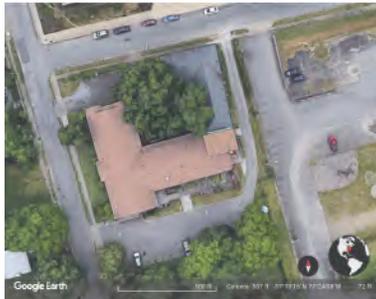


VICINITY MAP

## SITE PLAN

SCALE: 1/16" = 1 FOOT

0 20ft 30ft



LAWRENCE ELLIS WILLIAMS CONSULTING LLC  
 ENVIRONMENTAL PLANNERS  
 ARCHITECTS ENGINEERS  
 CONSTRUCTION MANAGERS  
 FACILITY MANAGERS  
 2518 FORD AVENUE RICHMOND, VIRGINIA 23223 TEL (804)437-5360  
 email: lawrence@elliwilliamsarchitect.com website: lawrence@elliwilliamsarchitect.com

## SITE PLAN & ELEVATIONS

SITE ADDRESS: 36 WEST FILLMORE STREET  
 PETERSBURG VIRGINIA

A1  
 Drawn By: LWF 8/15/22  
 Issue/Revision: 01/01  
 Design/Development





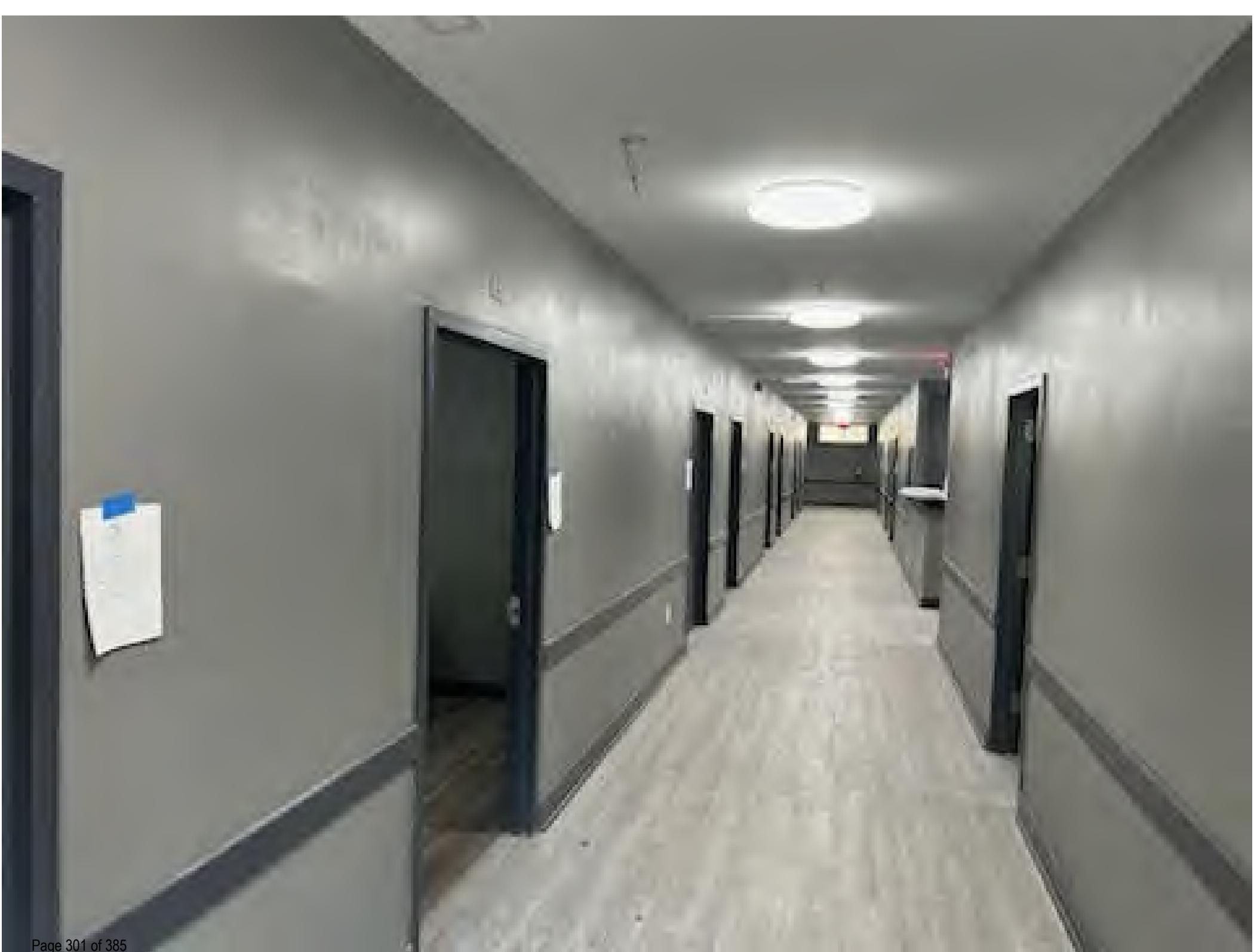


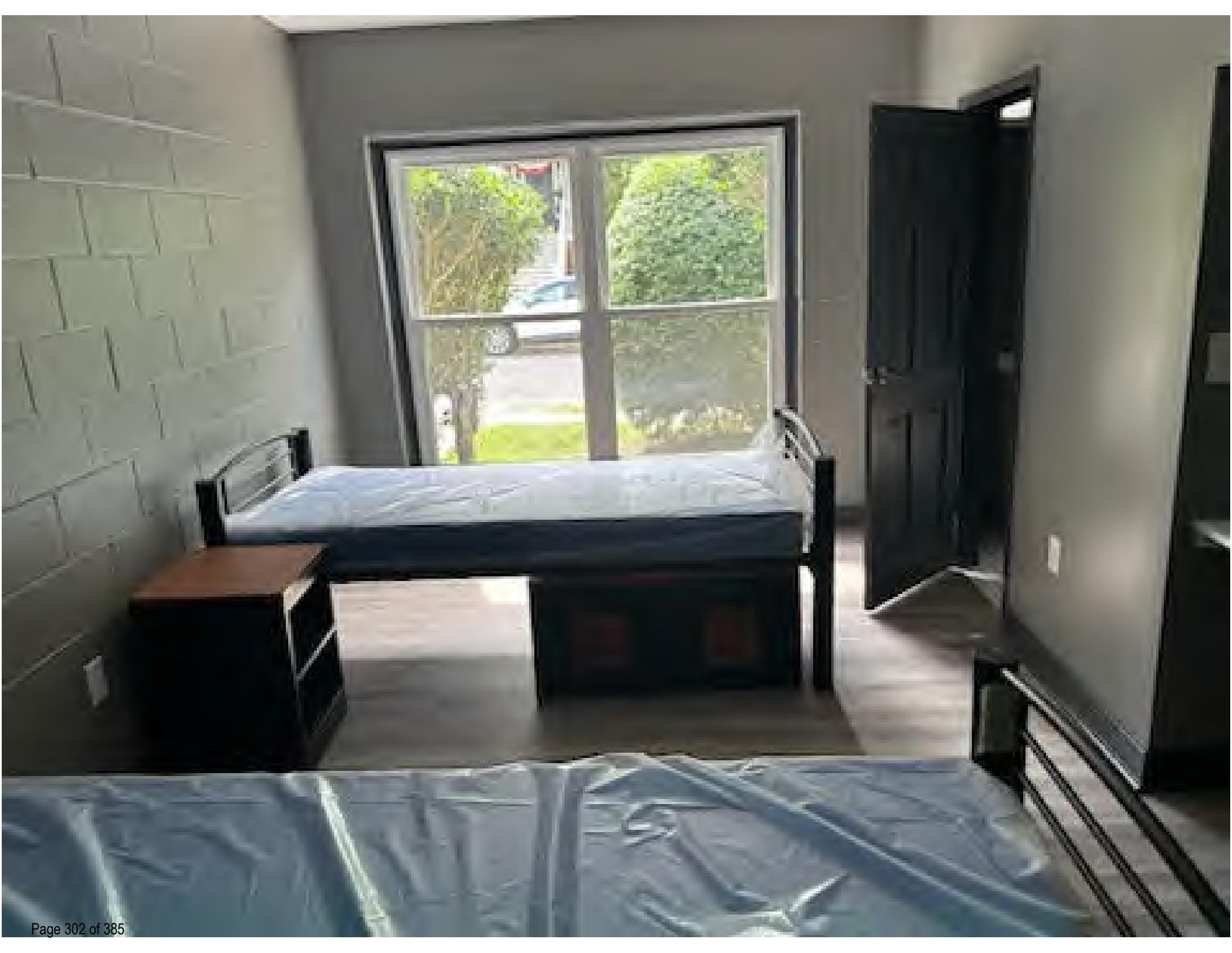




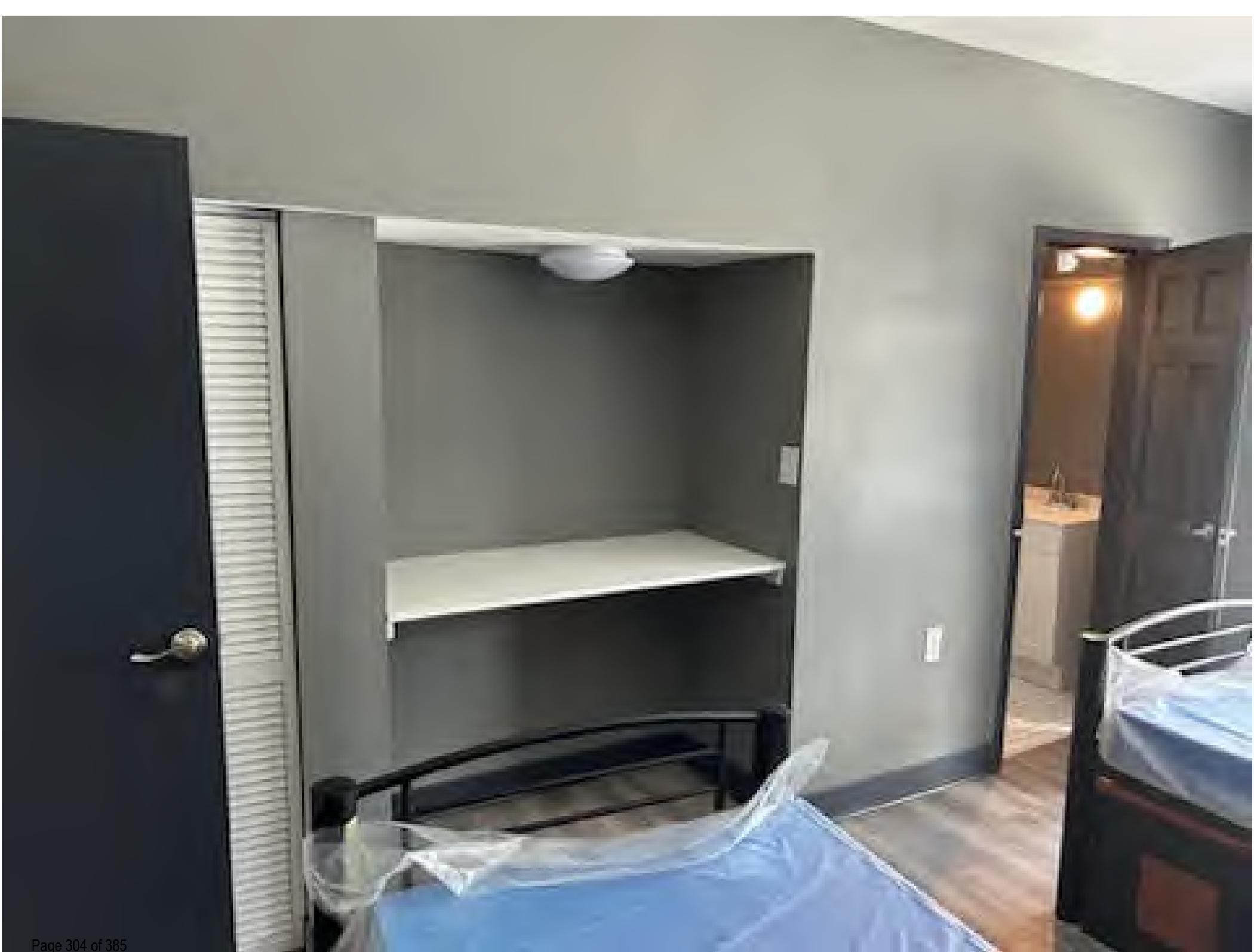


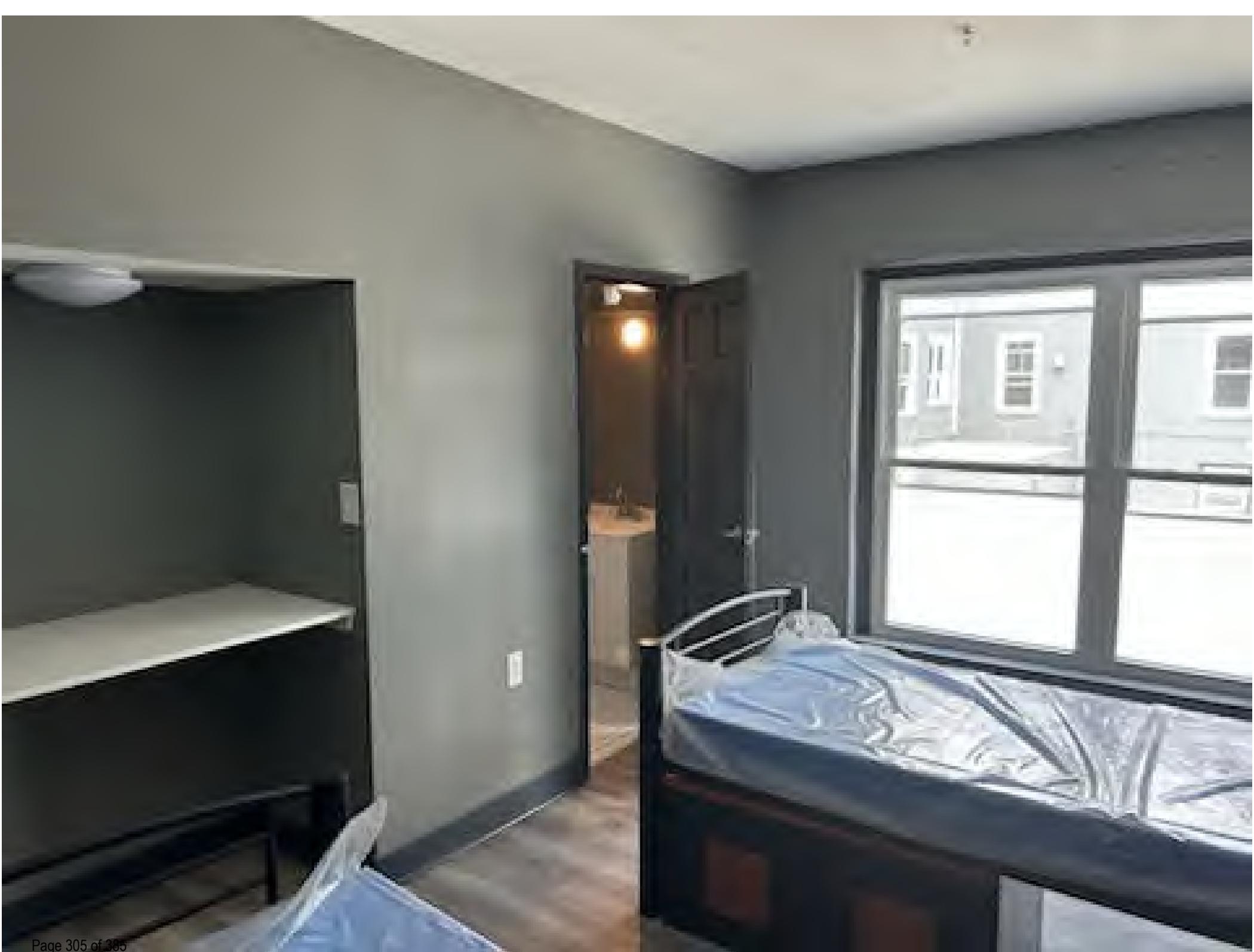


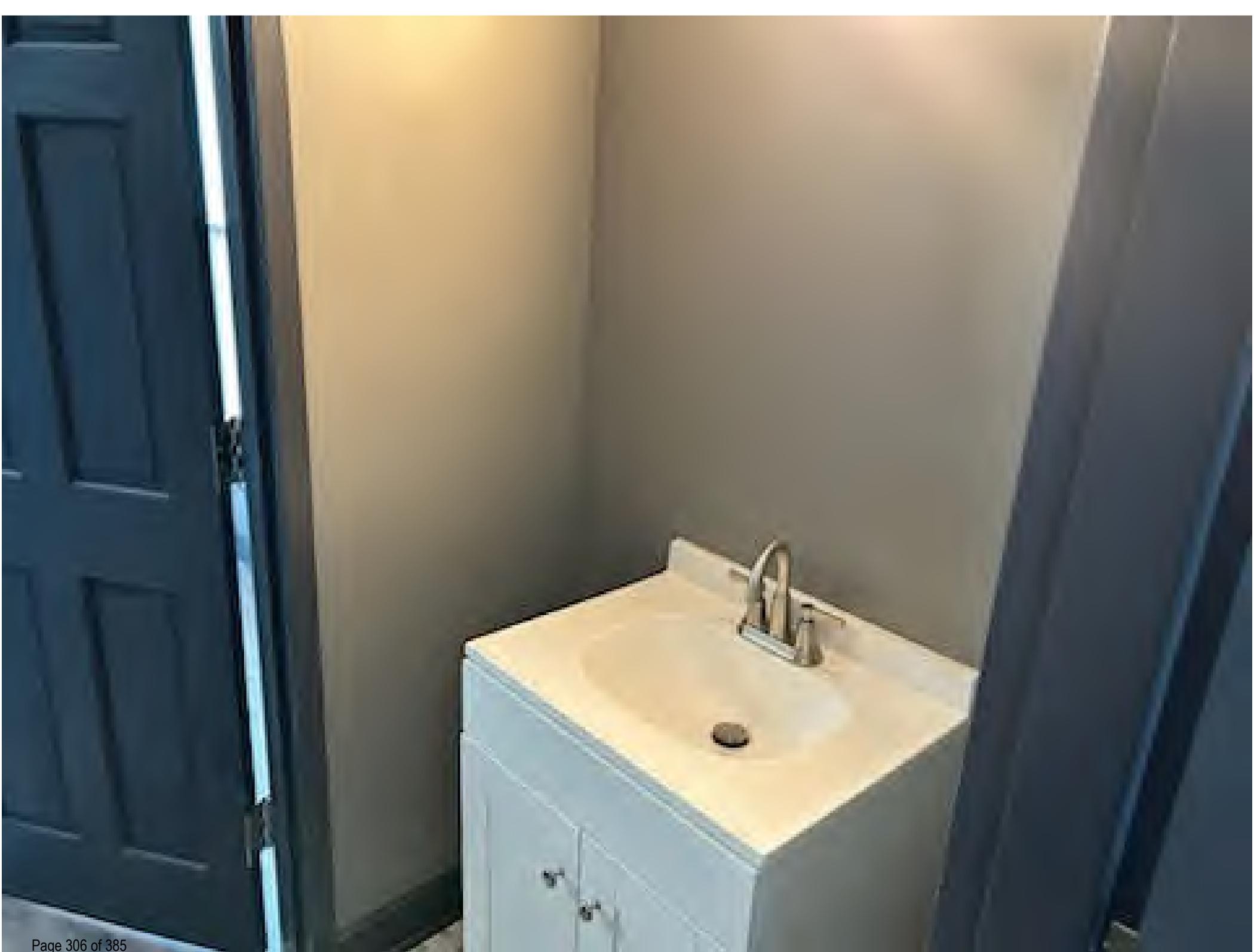














# City of Petersburg

Department of Planning &  
Community Development  
804-733-2312

135 N. Union Street, Room 304  
Petersburg, Virginia 23803  
mgorman@petersburg-va.org

Mr. Steve Parson  
7806 Forest Hill Avenue  
Richmond, Virginia 23225

December 18, 2024

RE: 36 West Fillmore Street, Petersburg, Virginia  
Zoning Determination

Following extensive research and discussion, the Petersburg Zoning Administrator has determined that the proposed assisted living facility at 36 West Fillmore street is permitted as a legally non-conforming use.

36 West Fillmore Street is zoned RB- Office Apartment Residential. Assisted living facilities are a permitted use within RB zoning districts with a Special Use Permit. Previously, an assisted living facility was operating at this location but was closed in September 2022. The former facility's use was considered legal non-conforming as its opening predated the Special Use Permit requirement. The current owner, Mr. Steve Parson, purchased the property with the intent to renovate and operate the facility under a new company. While Mr. Parson was renovating the facility, he received multiple permits from the city's building department with the listed use as "assisted living." With each permit, Mr. Parson invested a significant sum of money, totaling over \$165,000, under the impression that the use was approved.

Via Code of Virginia § 15.2-2307, Mr. Parson has gained vested rights in the property by investing a significant sum of money while receiving documented approvals from city officials. Due to these vested rights, the assisted living use at 36 West Fillmore Street, Petersburg, Virginia is considered legally non-conforming and permitted.

The assisted living facility is subject to all applicable zoning regulations, must maintain all proper licensing, and keep a properly trained staff onsite at all times. Should any legal non-conforming use halt for a period of two years or more, all non-conforming statuses are terminated.

The above information is valid as of December 18, 2024, and based on the current Zoning Ordinance. Permitted uses and use requirements are subject to change with potential changes to the zoning ordinance.

For additional questions or information please contact the Petersburg Department of Planning & Community Development at 804-733-2312 or by email at [mgorman@petersburg-va.org](mailto:mgorman@petersburg-va.org).

In accordance with Section 15.2-2311 of the Code of Virginia (1950), as amended, this decision may be appealed to the Board of Zoning Appeals within 30 days of receipt of this letter. Otherwise, the decisions set forth in this letter shall be final and unappealable if not appealed within the thirty-day period. The filing fee associated with the appeal is \$500.00 and should be enclosed with a signed letter of intent to appeal this decision.

Thank you,

A handwritten signature in black ink, appearing to read 'Maxwell Gorman', with a long horizontal stroke extending to the right.

Maxwell Gorman  
Zoning Administrator

cc: 36 West Fillmore Street  
Petersburg, Virginia, 23803



# City of Petersburg

Department of Planning &  
Community Development  
804-733-2312

135 N. Union Street, Room 304  
Petersburg, Virginia 23803  
mgorman@petersburg-va.org

May 5, 2025

Board of Zoning Appeals action on case 2025-APP-02

The Petersburg Board of Zoning Appeals held a public hearing on February 27, 2025, to discuss the following appeal request in accordance with Virginia State Code § 15.2-2309 and § 15.2-2311, and Article 27. Section 4 (1) of the Petersburg Zoning Ordinance:

“2025-APP-02: A request from Dale Mullen of Whiteford, Taylor & Preston L.L.P. on behalf of the Historical Poplar Lawn Association and Ravenscroft Ventures LLC to appeal the Zoning Administrator’s determination letter. In December 2024, the zoning administrator wrote a determination letter stating that the proposed assisted living facility at 36 W Fillmore Street was a legal nonconforming use and permitted.”

At the April 24, 2025, regular meeting of the Board of Zoning Appeals, Mr. Steven Simonson motioned to overturn the Zoning Administrator’s determination. Mr. Simonson cited a previous statement from the Zoning Administrator which stated that the facility must receive a Special Use Permit. Mr. Jeffrey Clark seconded the motion. Chair Brenda Henderson, Mr. Jeffrey Clark, Mr. Steven Simonson, and Mr. Robert Baer all voted to carry the motion and the Zoning Administrator’s determination was overturned.

Per the Petersburg Board of Zoning Appeals’ decision, there is no legal nonconforming status for an assisted living facility at 36 West Fillmore Street and a special use permit would be required to operate such a facility at this location.

A handwritten signature in black ink, appearing to read "Maxwell Gorman", written over a horizontal line.

Maxwell Gorman  
Zoning Administrator

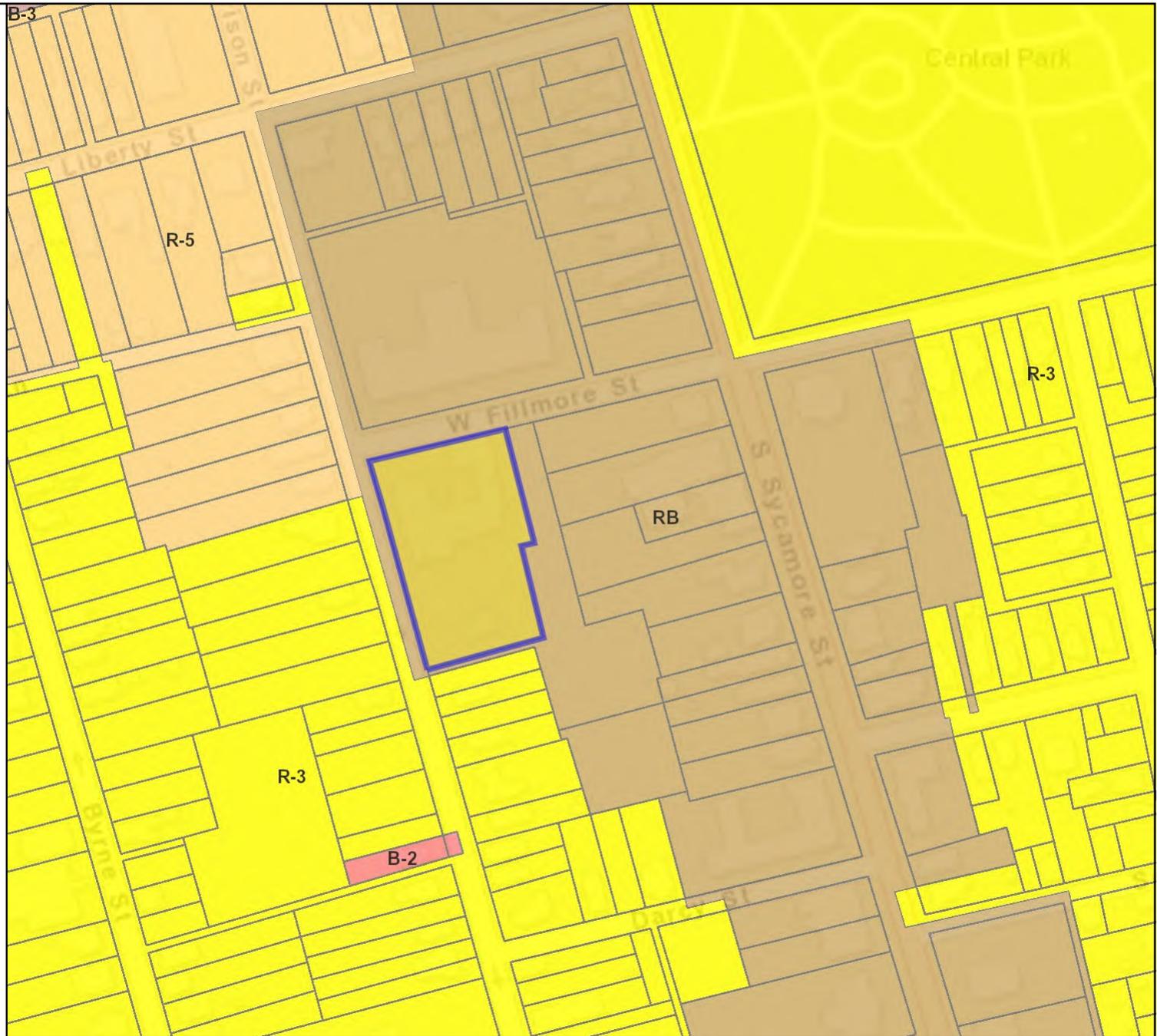
A handwritten signature in black ink, appearing to read "Brenda Henderson", written over a horizontal line.

Brenda Henderson, Chair  
Petersburg Board of Zoning Appeals

# Petersburg, Virginia

## Legend

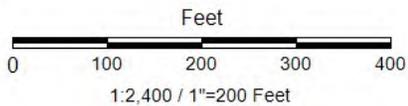
- City Boundary
- Parcels
- Zoning**
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXD1
- MXD2
- MXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)



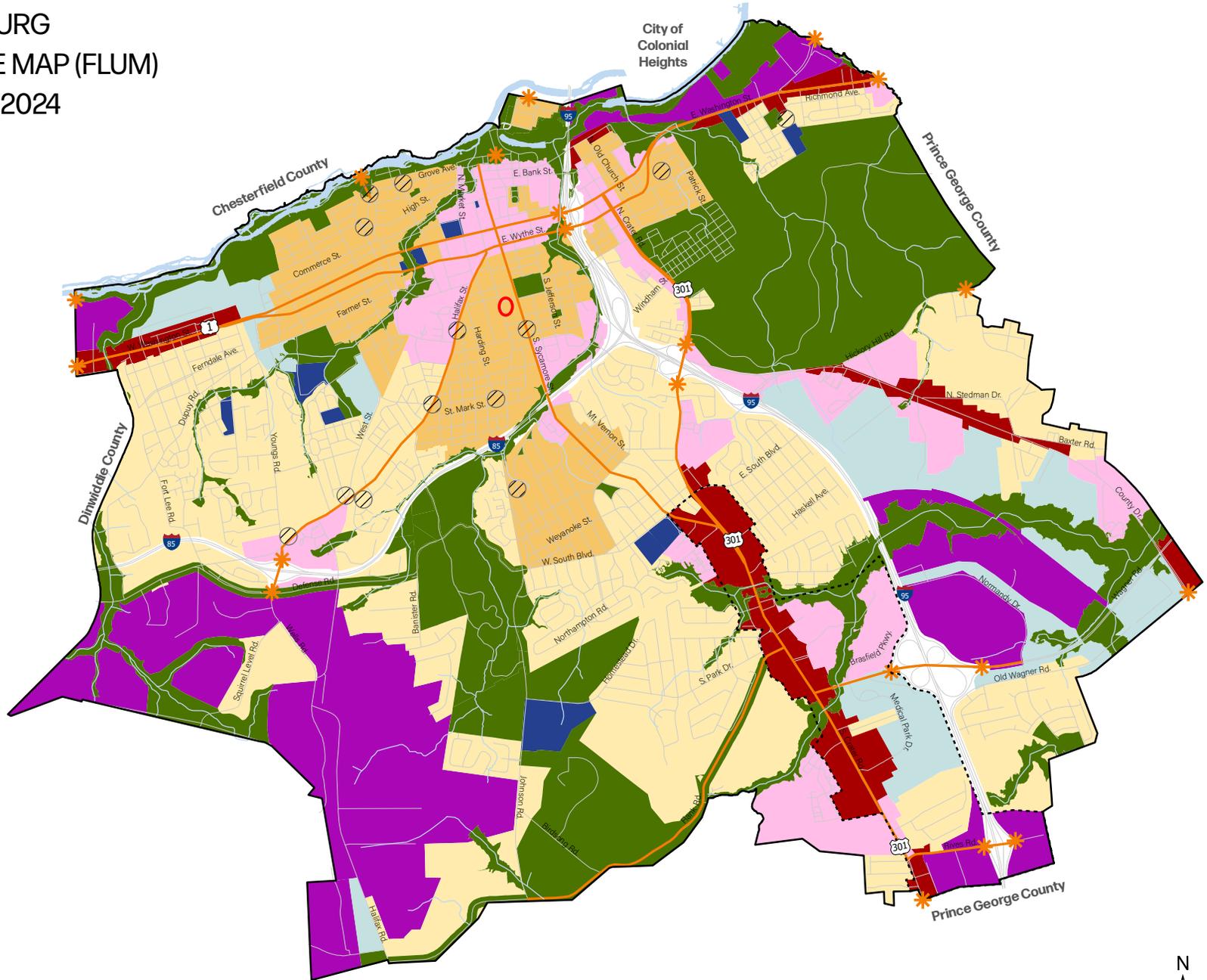
**Title: 36 West Fillmore Zoning Map**

**Date: 8/18/2025**

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



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



**LEGEND**

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



Address	Parcel ID	Owner Name	Mailing Address	City, State	Zip Code
35 West Fillmore Street	022300017	AHR VA2 LLC	170 N Henderson Road, Suite 310	King of Prussia, PA	19406
424 South Sycamore Street	022360006	David Andrew Stokes	424 South Sycamore Street	Petersburg, VA	23803
426 Harrison Street	031050004	Deal's Incorporated	9108 Jefferson Davis Highway	North Chesterfield, VA	23237
402 Harrison Street	022350012	Jeroyd L Greene	402 Harrison Street	Petersburg, VA	23803
422 Harrison Street, 414 Harrison Street, 406 Harrison Street	031050003, 031050001, 022350013	Joel Erb	414 Harrison Street	Petersburg, VA	23803
427 Harrison Street	031060020	Ravenscroft Ventures LLC	414 Harrison Street	Petersburg, VA	23803
402 South Sycamore Street	022360002	RC Investments Properties LLC	601 Turner Road	North Chesterfield, VA	23225
338 Harrison Street	022350011	Sandra M Cruz	110 Northbourne Court, Apt A	Henrico, VA	23228
34 West Fillmore Street, 408 South Sycamore Street, 414 South Sycamore Street, 420 South Sycamore Street	031060800, 022360003, 022360004, 022360005	Topline Incorporated	21402 US Route 1	Ruher Glen, VA	22546



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** March Altman, Jr.

**RE:** **Consideration of an Ordinance to Approve an Amendment to the Zoning Ordinance of the City of Petersburg for the Purpose of Updating and Clarifying Sign and Advertising Regulations to Address Ongoing Complaints and Issues Pertaining to Certain Advertising Devices Throughout the City**

**PURPOSE:** To update and clarify regulations on signage to address ongoing complaints and enforcement challenges

**REASON:** To address frequent complaints regarding certain types of signage in the city which are currently underregulated or unregulated entirely. Staff are seeking to clarify certain provisions within the ordinance with the goal of making the entire ordinance easy to interpret and encouraging attractive and cohesive signage throughout the city.

**RECOMMENDATION:** Approval as drafted

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

1. Ongoing - Planning staff receive complaints regarding signage throughout the city including window signs, flag signs, and illuminated signs, as well as complaints about unclear language in the Zoning Ordinance pertaining to signs.
2. May 1, 2025- Planning staff presented an overview of the proposed text amendment to address ongoing issues with signs to the Planning Commission and were directed to bring the draft amendment for public hearing.
3. June 5, 2025 - Planning Commission held a public hearing on the draft text amendment and tabled the item until their following meeting to allow Commissioners to observe existing signs in the city.
4. July 10, 2025 - Planning Commission recommended approval of the proposed amendment as drafted in a 5 (aye) to 1 (nay) vote with one abstention.
5. September 16, 2025 - City Council held a public hearing on the proposed text amendment. The item was tabled to provide additional time for consideration.
6. October 7, 2025 - Planning Staff presented an overview of the existing sign ordinance and additional information on proposed changes

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 9/16/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 25-ZTA-05 Memo
2. Presentation 9/16
3. Presentation 10/07
4. Draft Ordinance
5. Draft Text Amendment



## City of Petersburg

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

# MEMORANDUM

**DATE:** September 2025

**TO:** Mayor and City Council

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

**RE:** 2025-ZTA-05: Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of updating and clarifying sign and advertising regulations to address ongoing complaints and issues pertaining to certain advertising devices throughout the city.

### EXECUTIVE SUMMARY:

Planning Staff are seeking to update the Zoning Ordinance to address frequent complaints regarding certain types of signage in the city which are currently underregulated or unregulated entirely. Staff are seeking to clarify certain provisions within the ordinance with the goal of making the entire ordinance easy to interpret and encouraging attractive and cohesive signage throughout the city.

### CHRONOLOGY OF EVENTS:

1. May 1, 2025 – Planning staff presented overview of a proposed text amendment to address ongoing issues with signs to Planning Commission and were directed to bring the case for public hearing in June.
2. June 5, 2025 – Planning Commission held a public hearing on the draft text amendment; the item was tabled until the July regular meeting to allow Commissioners to observe existing signs throughout the city.
3. July 10, 2025 – Planning Commission recommended approval of the proposed amendment as drafted in a 5 (aye) and 1 (nay) vote with one abstention.

## **BACKGROUND:**

### **Existing Ordinance**

Article 21 of the Zoning Ordinance pertains to signs and advertising in the city. Article 21 regulates the size, placement, and types of signs allowed in the city. Planning staff frequently receive complaints about the quantity or appearance of certain types of signs, but the existing regulations in Article 21 make it a challenge to address these issues due to a lack of regulation in some cases and unclear or confusing rules in others.

Examples of issues and challenges with the existing ordinance include:

- **Window signs:** Many businesses have an overabundance of advertising covering their windows or doors. According to current regulations, this type of advertising is only considered signage if the device is illuminated. This means that any advertising placed in a window or door is exempt from the need for a permit or any limit on size unless the sign is illuminated even if that advertising covers an entire surface.
- **Sail Signs:** Many businesses or residential developments in the city utilize sail signs, also known as feather or flag signs, along the street to draw attention. The signs usually consist of a banner attached to a staff or cord and tend to create visual clutter and safety concerns. The existing language in the ordinance is unclear whether the signs are allowed at all.
- **String and Tube Lights:** Certain types of businesses often utilize strings or tubes of lighting to illuminate a store face and draw attention, which can create a distracting or unattractive streetscape. This type of advertising isn't explicitly spoken to in the ordinance.
- **Historic District Signage:** There have been several instances in which signs were installed in the City's Historic Districts that do not match the character of the district, particularly in terms of the level of illumination. The Historic District Design Guidelines used by the Architectural Review Board have recommendations for these types of signs, but the recommendations aren't included in the Zoning Ordinance itself.
- **Shopping Center Signage:** The ordinance states that signs within B-1, Shopping Center, Zoning Districts are subject to specific sign plans meant to be adopted when the property was rezoned, but the city has few, if any, of these plans on record. The ordinance doesn't provide any rules for signs in cases where existing shopping centers are redeveloped or look to update signs and staff don't have direction for what rules apply.
- **Sign Refacing:** The ordinance currently requires a fee of \$150.00 for any sign permit, even a sign face is just being replaced in an existing sign structure with no expansion or alteration. Requests for sign refacing typically take significantly less staff time to review, but the cost doesn't vary.

## Proposed Changes

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

- **Window signs:** The definition of “window sign” has been updated to remove the exemption for unlit signs. All advertising in windows will count as signage and a rule has been added stating no more than 20 percent of any single window or door surface can be covered by signage.
- **Sail Signs:** A new definition of “sail sign” has been added and it’s been clarified that these signs are prohibited.
- **String and Tube Lights:** Signs consisting of illuminated tubing or strings of lights outlining sections of the building have been added to the list of prohibited signs.
- **Historic District Signage:** A provision was added to require any illuminated sign in a local historic district be indirectly illuminated to match the Historic District Design Guidelines.
- **Shopping Center Signage:** Language was added to clarify limits on signage when sign plans don’t exist for B-1, Shopping Center District properties. Individual businesses will be allowed two square feet of wall signage per linear foot of their tenant space and the total shopping center will be allowed one freestanding sign up to 150 square feet.
- **Sign Refacing:** A definition for “sign reface” has been added and the fee schedule has been updated to \$50.00 for sign refacing.

## **COMPREHENSIVE PLAN CONSIDERATIONS:**

Staff believe the proposed text amendment is supported by the PetersburgNEXT Comprehensive Plan. The plan refers to attractive signage as a way to promote civic pride and enhance community character, noting signs elevate the appearance of the city and create a sense of place. The plan encourages improving existing signs in the city, particularly in Corridor Commercial areas, as well as using signs to establish appropriate transitions between different areas. Additionally, the plan states that citizens routinely cite the historic and attractive downtown as one of the city’s strengths. The goal of the text amendment is to improve the look of signage throughout the city in accordance with these principles.

CITY COUNCIL  
MEETING

SEPTEMBER,  
2025

# 2025-ZTA-05:

Consideration of an ordinance to approve an amendment to the Zoning Ordinance of the City of Petersburg for the purpose of updating and clarifying sign and advertising regulations to address ongoing complaints and issues pertaining to certain advertising devices throughout the city

# Background

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- Sign Ordinance included under zoning; regulates size, placement, types of signs allowed in city
- Frequent complaints about certain types of signage, but these signs are unrestricted or unregulated currently; goal is to have consistent and attractive signage
- Several sections of the Sign Ordinance are unclear and leave staff without reference to interpret whether signs are allowed in certain cases

# Existing issues – window signs

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# Existing issues – flag/sail signs

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# Existing issues – signs in Historic Districts



# Existing issues – rules for shopping center signage



# Proposed Changes

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## ○ Window signs:

- Definition - Any sign visible outside the window and attached to or within eighteen (18) inches in front of or behind the surface of a window or door
- No exemption for unlit signs
- Window signs can obscure no more than 20% of any window or door whether an individual sign or a combination of signs
- Signs consisting of illuminated tubing or strings of lights outlining building faces or show windows are prohibited

# Proposed Changes

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## ○ Sail/Feather/Flag signs:

- Definition - a type of banner typically constructed out of cloth, varying in size, shape, and color, that is attached to a staff or cord for the length of its vertical edge.
- Sail signs are prohibited

## ○ Signs in historic districts:

- Signs must be indirectly lit with shielded incandescent light source

# Proposed Changes

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## ○ B-1 properties without sign plan:

- If there's no sign plan on file, individual businesses are allowed 2 square feet of wall signage for each linear foot of their tenant space
- Overall shopping center would be allowed a 150 square foot freestanding sign

## ○ Sign reface:

- Definition - Removing and replacing, restoring, repainting, or repairing a sign face within or supported by an existing structure or cabinet. A reface does not include any structural addition or expansion to the sign structure or cabinet
- \$50.00 permit fee to apply for refacing rather than \$150.00 fee

# Comprehensive Plan Considerations

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- Attractive signage promotes civic pride and enhances community character; signs elevate the appearance of the city and create a sense of place
- Encouraged to improve existing signs in the city, especially in Corridor Commercial areas
- Many citizens cite the historic and attractive downtown as one of the city's strengths; goal of amendment is to improve look of signage city-wide

# Additional Considerations

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- A total overhaul of the sign ordinance is planned with the overall Zoning Ordinance rewrite; currently looking to address specific issues that we're encountering
- With upcoming developments, emphasis on having attractive and cohesive signage throughout the city
- Signs are protected by First Amendment and we cannot regulate the content of signs, only size, placement, quantity, etc.

# Recommendation

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Planning Commission recommended approval of the text amendment as drafted in a 5 (aye) to 1 (nay) vote with one abstention.

Questions for staff?

CITY COUNCIL  
MEETING

OCTOBER 7,  
2025



# Staff Presentation:

Overview of Sign Ordinance and  
Proposed Amendments

# Background

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- May, 2025 – Present – Planning Staff have been working on proposed amendments to sign ordinance to address recurring issues and questions relating to signs
- July 10, 2025 – Planning Commission recommended approval of draft amendment to sign ordinance
- September 16, 2025 – City Council held public hearing on proposed amendment and action was deferred pending additional consideration

# Sign Regulations - General

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- Purpose: To permit and regulate all signs.. in such a manner as to protect property values, promote neighborhood character and stability, ensure safety on the streets by minimizing obstruction of vision or confusion of those utilizing the streets, promote clarity in the transmission of sign information, and to facilitate the creation of an attractive and harmonious community
- Sign Permits: Prior to the erection, installation, placement, or alteration of any sign, a permit application an application is required with information on dimensions, height, location, illumination, structural support, etc.
- Exemptions: Signs for address or hours of operation, signs for government buildings or with public information from city, for sale/lease signs, warning signs, home occupation signs, construction signs, historic markers, yard sale signs, seasonal agricultural sale signs, political signs during campaign season, sandwich board signs \*subject to maximum sizes\*

# Sign Regulations – General

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- **Prohibited Signs:** Signs simulating or confusing traffic management, flashing signs, signs consisting of moving parts, illuminated signs causing glare on neighboring properties, signs on trees, utility poles, towers, roof signs, signs advertising illegal activity, off-premise signs
- **Maintenance:** All signs, including structural supports and equipment shall be maintained in good structural condition, free of holes, rotting, peeling paint, and general decay. The area surrounding a sign should be free of weeds, trash, and other debris. Failure to maintain signs is considered a zoning violation and possible building code violation
- **Abandonment:** A sign which advertises an activity, business, product or service no longer produced or conducted on the premises where the sign is located may remain in place for not more than 90 days from the date of vacancy by the tenant or owner previously occupying the premises on which the sign is located

# Sign Regulations – General

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- Sign Size: The total area of signage allowed for any property varies by zoning district; 150 sf for B-2, 125 sf for B-3, 3 sf per linear foot of building frontage in M-1 and M-2; one sign up to 16 sf allowed for subdivisions and non-residential uses in residential districts
- Calculation of area: The entire area within a circle, semicircle, triangle, rectangle, parallelogram, or trapezoid enclosing all elements of the matter displayed, excluding frames and columns or uprights on which the sign is placed. For double faced signs, area of only one face is calculated if faces are parallel and no more than two feet apart; otherwise, each face counts toward area
- Height: Freestanding signs cannot exceed 25 feet in height

# Window Signs - Current

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- Definition of sign says “A sign shall not include a similar structure or device located within a building, except illuminated signs within show windows”
- Only illuminated advertising on windows or doors count as signs under this definition; all other advertising is exempt from regulations and permit requirements and do not factor into overall area allowed for on-site signage
- Staff receive complaints about overabundance of advertising on windows in certain locations, but are unable to require permits, enforce any limits
- According to Journal of Retailing, window transparency tends to increase consumer comfort, interest, and the likelihood of entering a store; transparent windows increase attractiveness, enhance natural light, reduce visual complexity of environment

# Window Signs Proposed

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- Amend definition of sign to remove exemption for non-illuminated advertising on windows
- Introduce definition of window sign: “Any sign visible outside the window and attached to or within eighteen (18) inches in front of or behind the surface of a window or door”
- Permanent window signs are permitted, provided that the aggregate area of all window signs on each window or door does not exceed twenty (20) percent of the window or door
- Potential alternative(s): Consider different percentage (e.g. 25, 50, 75) for window coverage, limit coverage maximums to Historic Districts and/or B-3 (downtown) District, rephrase requirement to speak directly to transparency rather than sign area

# Sail/Flag Signs - Current

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- Language is unclear: Prohibited except “Pennants, flags, and banners, when not part of any sign, even if attached to the poles or other supporting elements of the sign face, however, are allowed in the B-2, General Commercial, and B-3, Central Commercial Districts, provided such devices are connected to a rope or wire that is attached securely at both ends or attached directly to a supporting pole; otherwise such devices, when not part of any sign, are prohibited in any district”
- Complaints received about visual clutter, quality of materials, durability, and safety hazards

# Sail/Flag Signs Proposed

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- Introduce clear definition: “*Sign, sail*. Also called a feather flag or flag sign; a type of banner typically constructed out of cloth, varying in size, shape, and color, that is attached to a staff or cord for the length of its vertical edge”
- Add sail signs to list of prohibited sign types
- Potential alternative: Allow sail signs occasionally on commercial properties subject to permit and with limits on quantity, size, placement, height, and period of time (e.g. sign(s) can be placed for up to 30 days on no more than 4 occasions per calendar year)

# Signs in B-1 District - Current

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- During rezoning to B-1, Shopping Center District, Applicant is required to provide plan of use and development, including regulations for signs and advertising devices
- There is no guidance in the Zoning Ordinance for how to permit signs in the B-1 District if there is not a plan on record with specific regulations
- New owners and tenants of B-1 properties face unclear rules when seeking sign permits; historically, Zoning Administrator determination has been to use rules for B-2 District, but properties in B-1 District are significantly larger and have advertising needs for both overall center and the individual tenants

# B-1 Signs Proposed

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- Introduce new standard: “For properties in the B-1 District without an approved plan for signage, signs shall be limited to no more than two (2) square feet per linear foot of building frontage per individual tenant for wall signs and no more than one hundred fifty (150) for freestanding signage for the total shopping center”
- Proposed language provides guidance for individual businesses locating in existing shopping centers and new owners who may be interested in redeveloping/rehabilitating overall shopping centers

# Sign Reface - Current

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- Sign permits costing \$150.00 are required for all alterations to existing signs, including face/panel replacements which involve no change to dimensions or structural supports
- Simple face replacements using existing supports require significantly less review by staff during permitting process

# Sign Reface - Proposed

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- Define Sign Reface: “Removing and replacing, restoring, repainting, or repairing a sign face within or supported by an existing structure or cabinet. A reface does not include any structural addition or expansion to the sign structure or cabinet”
- Amend fee schedule to add \$50.00 permit review fee for sign refacing
- Potential alternative: Many localities do not require permits for sign refacing

# Goals

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- Attractive signage promotes civic pride and enhances community character; signs elevate the appearance of the city and create a sense of place
- Comprehensive Plan encourages improvement to signs in the city, especially in Corridor Commercial areas
- With upcoming development and anticipated redevelopment along major corridors, recommending focus on attractive and consistent signage throughout city

# Questions for staff?

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**AN ORDINANCE TO AMEND AND READOPT ARTICLE 21. – SIGN REGULATIONS AND ARTICLE 31. – PERMITS, PLATS, AND FILING FEES AS SET FORTH IN THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, FOR THE PURPOSE OF UPDATING AND CLARIFYING SIGN AND ADVERTISING REGULATIONS TO ADDRESS ONGOING COMPLAINTS AND ISSUES PERTAINING TO CERTAIN ADVERTISING DEVICES THROUGHOUT THE CITY**

WHEREAS, the City of Petersburg Zoning Ordinance includes Article 21. – Sign Regulations which deals with advertising devices in the city and Article 31. – Permits, Plats, and Filing Fees which deals with permit review costs; and

WHEREAS, Planning staff currently receive complaints regarding several types of signs throughout the city, including window signs, sail signs, illuminated signs, and inappropriate signs in the local historic districts; and

WHEREAS, there are several sections of the ordinance which provide unclear guidance where and if certain types of signs are allowed, including sail signs and new signs in the B-1, Shopping Center Zoning District; and

WHEREAS, The City Council supports updating the regulations to better address issues with existing signs and to clarify rules for the location and size of certain signs; and

WHEREAS, the City Council supports introducing a new fee at a lower cost for permits to reface existing signage when no new supports or cabinets are required; and

WHEREAS, the PetersburgNEXT Comprehensive Plan states signs elevate the appearance of the city and encourages improving the look of signs in the commercial districts ; AND

WHEREAS, on July 10, 2025 the Planning Commission recommended approval of the proposed amendment of the Zoning Ordinance as drafted; and

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

**NOW THEREFORE BE IT ORDAINED** that the City Council does hereby approve an ordinance amending and readopting Article 21. – Sign Regulations and Article 31 – Permits, Plats, and Filing Fees as set forth in the Zoning Ordinance as indicated in Exhibit A.

**ARTICLE 21. SIGN REGULATION**

**Section 4. Definitions.**

For the purpose of this article, and notwithstanding other provisions elsewhere in this article, certain terms and words pertaining to signs are hereby defined as follows:

- (1) *Historic area.* Historic area means an area designated by ordinance as containing buildings or places in which historic events occurred, or which have special public value because of notable architectural or other features relating to the cultural or artistic heritage of the community of such significance as to warrant conservation and preservation.
- (2) *Nonconforming sign structure.* A nonconforming sign structure shall be any lawfully erected sign structure that fails to meet current ordinance standards.
- (3) *Sign.* A sign is any structure, or part thereof, or any device attached to, painted on, or represented on a building, fence, or other structure, upon which is displayed or included any letter, word, numeral, picture, illustration or decoration, emblem, symbol or trademark, flag, banner, or pennant, or other device, figure, or character used as, or which is in the nature of, an announcement, direction, advertisement or other attention-directing device, and which is visible beyond the boundaries of the parcel of land on which the same is located.
  - a. A sign shall not include:
    1. A similar structure or device located within a building, except ~~illuminated signs within show windows~~ signs as defined below;
    2. Official court or public notices; or
    3. The painted or posted message on a properly permitted general advertising sign structure.
- (4) *Sign, abandoned.* Any accessory or business sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity located, conducted, or sold on the premises upon which such sign is located, which use has been discontinued for a continuous period of two years.
- (5) *Sign, accessory or business.* A sign directing attention to a business, commodity, service or entertainment conducted, sold or offered on the same premises upon which the sign is located and not included as exemptions in section 5 of this article.
- (6) *Sign, billboard.* A general advertising sign owned or operated by a person engaged in the business of outdoor advertising licensed by the department of transportation, Code of Virginia § 33.1-361.
- (7) *Sign, changeable message.* Any changeable message sign that is illuminated, stationary and constant and does not change more than once every eight seconds shall be permitted, including a billboard sign which contains electronic messaging as expressly authorized by the Code of Virginia in § 33.1-369.
- (8) *Sign, face, surface area.* The surface area of a sign shall be computed as including the entire area within a circle, semicircle, triangle, rectangle, parallelogram, or trapezoid enclosing all elements of the matter displayed, excluding frames and columns or uprights on which the sign is placed. One side of a double-faced sign, whose sign faces are parallel and are at no point more than two feet from one another, shall be included in the computation of total sign area; for all other signs with more than one face, each side shall be included in the computation of total sign area.
- (9) *Sign, flashing.* Any sign displaying flashing or intermittent lights, changing in degrees of intensity, which constitutes public safety or traffic hazard in the judgment of the city's traffic engineer.

- (10) *Sign, freestanding or ground.* A non-movable sign supported by a fence, retaining wall or by upright structural members or braces on or in the ground and not attached to a building.
- (11) *Sign, general advertising.* Any sign which directs attention to a business, commodity, service or entertainment not conducted, sold, or offered on the same premises upon which such sign is located, except a wall sign that is determined to be historic by the architectural review board. General advertising sign includes a "billboard sign" as defined in this article, however, any general advertising or billboard sign owned or operated by the city shall not be subject to the provisions of this article.
- (12) *Sign, height.* The vertical distance from the average street grade or from the average lot grade of the real property upon which the sign is located, at the required minimum front setback line for signs, whichever allows for the greater height, to the highest point of the sign.
- (13) *Sign, illuminated.* Any sign designed to give forth artificial light, or designed to reflect light from one or more sources of artificial light erected to provide light for the sign.
- (14) *Sign, portable.* Any sign not permanently affixed to the ground nor to a building, which is designed or constructed in such manner that it can be moved or relocated without involving any structural or support changes (including a sign attached to or displayed on a vehicle that is used for the express purpose of advertising a business establishment, product or service when the vehicle is parked so as to attract the attention of motoring or pedestrian traffic).
- (15) *Sign, projecting.* Any sign which is attached to and projects more than 12 inches from the face of a wall of a building.
- (16) *Sign Reface.* Removing and replacing, restoring, repainting, or repairing a sign face within or supported by an existing structure or cabinet. A reface does not include any structural addition or expansion to the sign structure or cabinet.
- (17) *Sign, roof.* Any sign painted, erected, or constructed upon or above the roof of a building or structure, or part thereof; any sign that projects above the intersection of the roof decking and wall face; or any sign that extends above the eave or parapet shall be deemed to be a roof sign.
- (18) *Sign, sandwich board.* Portable, freestanding sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sidewalk or A-frame sign.
- (19) *Sign, sail.* Also called a feather flag or flag sign; a type of banner typically constructed out of cloth, varying in size, shape, and color, that is attached to a staff or cord for the length of its vertical edge.
- (20) *Sign, temporary.* A sign which advertises community or civic projects or special events on a temporary basis. Temporary signs for community or civic projects or special events shall be permitted only for events of public interest, e.g. fairs, carnivals, community gatherings, or other similar events.
- (21) *Sign, wall.* A sign attached to or painted on or otherwise inscribed on the outside wall of a building and supported throughout its length by such wall or building and not extending more than 12 inches from the building wall.
- (22) *Sign, window.* Any sign visible outside the window and attached to or within eighteen (18) inches in front of or behind the surface of a window or door.
- (23) *Structure.* Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground, including, but not limited to, advertising signs, billboard signs, main buildings, outbuildings, fences, walls, lamp posts, light fixtures and, posterboards.
- (24) *Structural alterations.* Any change in the supporting members of a building or structure, including, but not limited to, bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls, provided that in order to be a structural alteration, the alteration shall meet the criteria otherwise provided in the Uniform Statewide Building Code.

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## Section 6. Prohibited signs.

The following signs shall be prohibited in all districts:

- 6.1. Signs which by reason of their location, position, size, shape, color, design or means of illumination may be construed as or confused with, or may interfere with, obstruct or obscure the view of all or any portion of a traffic control sign, signal, or device.
- 6.2. Signs which imitate an official sign or signal or which contain the words "stop," "go," "slow," "yield," "caution," "danger," "warning" or similar words which imply any official warning or command or which may imply the need for special actions on the part of any vehicle operator or pedestrian.
- 6.3. Any flashing sign.
- 6.4. Signs which contain or consist of pennants, ribbons, streamers, spinners, strings of light bulbs, or other similar moving devices. Pennants, flags, and banners, when not part of any sign, even if attached to the poles or other supporting elements of the sign face, however, are allowed in the B-2, General Commercial, and B-3 B, Central Commercial Districts, provided such devices are connected to a rope or wire that is attached securely at both ends or attached directly to a supporting pole; otherwise such devices, when not part of any sign, are prohibited in any district.
- 6.5. Any sign or means of sign illumination which causes glare into or upon any building other than the building to which the sign may be related.
- 6.6. Any sign affixed to, hung, placed, or painted on any other sign, cliff, tree, public utility pole, radio or television or similar tower, provided that this prohibition shall not affect official traffic, parking or informational signs placed on utility poles by the city government.
- 6.7. All portable or nonstructural signs except for sandwich board signs, which are further regulated in this article.
- 6.8. Roof signs.
- 6.9. Signs advertising activities which are illegal under federal, state, or city laws or regulations.
- 6.10. General advertising signs, except billboard signs as otherwise provided herein.
- 6.11. Window signs which obscure more than twenty (20) percent of any window or door, whether through an individual sign or a combination of signs.
- 6.12. Signs consisting of illuminated tubing or strings of lights outlining property lines or open sales areas, rooflines, doors, windows, or wall edges of any building.
- 6.13. Sail signs as defined above.

## Section 7. General regulations.

The following regulations apply generally to all signs and are in addition to the regulations contained elsewhere in this article:

- 7.1. Structural and safety features and electrical systems shall be in accordance with the requirements of the Uniform Statewide Building Code. All signs requiring permits shall be inspected by the zoning administrator for compliance with all the requirements of this article and by the building official for compliance with the requirements of the Uniform Statewide Building Code.
- 7.2. The zoning administrator, upon application as required in this article, may issue temporary permits for the following signs and displays for a period not to exceed 30 days, when in the administrator's opinion, the use of such signs and displays would be in the public interest and would not result in damage to private property including signs advertising a special civic or cultural event such as a fair or exposition, play, concert or meeting, sponsored by a governmental, civic or charitable organization.

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- 7.3. Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.
  - 7.4. No signs shall project over public right-of-way without the express written permission of the city manager, except for permitted flat signs which may so project not more than six inches.
  - 7.5. The sign face of a sign which advertises an activity, business, product or service no longer produced or conducted on the premises where the sign is located may remain in place for not more than 90 days from the date of vacancy by the tenant or owner previously occupying the premises on which the sign is located. An abandoned sign structure may be removed in accordance with section 15.2-2307.
  - 7.6. Permanent window signs are permitted, provided that the aggregate area of all window signs on each window or door does not exceed twenty (20) percent of the window or door.

### **Section 9. Permitted signs by zoning district.**

The regulations set forth in this section pertain to the various types and specifications for signs expressly permitted in each designated zoning district, except for billboard signs which are addressed in section 10.14 of this article.

- 9.1. In District R-B, regulations shall be established in accordance with article 13, section 2.
- 9.2. The maximum advertising display area for accessory or business signs in the mixed use districts (MSD MXD) shall not exceed 25 square feet.
- 9.3. In District B-1, regulations shall be established in accordance with article 14, section 6. For properties in the B-1 District without an approved plan for signage, signs shall be limited to no more than two (2) square feet per linear foot of building frontage per individual tenant for wall signs and no more than one hundred fifty (150) for freestanding signage for the total shopping center.
- 9.4. The maximum advertising display area for accessory or business signs in District B-2 shall not exceed 150 square feet.
- 9.5. The maximum advertising display area for accessory or business signs in Districts B-3 shall not exceed 125 square feet.
- 9.6. In Districts M-1 and M-2, sign area shall not exceed in the aggregate three square feet in area per linear foot of building frontage, such frontage shall be measured as the longest horizontal dimension of the building and which does not pass through or between any adjacent elements of same, provided, however, no such sign or signs shall exceed an aggregate total of 350 square feet in area.
- 9.7. No part of any freestanding or projecting sign shall be higher than 25 feet from grade.

### **Section 11. Signs permitted in local historic districts.**

Before any sign shall be painted, erected, or constructed in local-designated historical areas, a certificate of appropriateness shall be obtained from the architectural review board, in accordance with the provisions of article 35 of this appendix. Notwithstanding the sign regulations established herein, the architectural review board, in approving a sign, may further regulate such sign with respect to area, height, placement, materials, color, lighting, graphics, lettering or architectural styling, provided that area and height limitations established herein are not exceeded. Sandwich board signs are not subject to this review. Any illuminated sign erected or constructed in a local-designated historical area shall be indirectly illuminated with a shielded, incandescent light source.

## **ARTICLE 31. PERMITS, PLATS, AND FILING FEES**

### **Section 3. [Filing Fees.]**

- (1) Fee schedule:
  - Home occupation permits: \$50.00
  - Zoning permits: \$50.00
  - Zoning confirmation letters: \$100.00 (\$500.00 expedited)
  - Site plans: \$800.00 + \$50.00 for every acre or part thereof disturbed more than one acre
  - Site plan re-review: \$250.00
  - DMV zoning confirmation: \$100.00
  - Temporary sign permit: \$75.00
  - Permanent signs: \$150.00
  - Sign Refacing: \$50.00
  - Zoning ordinance amendment: \$1,500.00
  - Rezoning: \$1,500.00
  - Special use permit: \$1,500.00
  - Plan amendments: \$1,500.00
  - Variance: \$500.00
  - Appeal of zoning administrator: \$500.00
  - Special exception: \$500.00
  - Substantial Accord Review per Code of Virginia Section 15.2-2232: \$500 if Public Hearing is required
- (2) The submission of fees at the time of application and the payment of fees prior to application is required.
- (3) Prior to the initiation of an application any delinquent real estate taxes, nuisance charges, stormwater management utility fees, and any other charges that constitute a lien on the subject property, that are owed to the locality and have been properly assessed against the subject property, have been paid.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Brian Moore

**RE:** **Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street**

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**PURPOSE:** Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street.

**REASON:** Consideration of a Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street.

**RECOMMENDATION:** The Department of Economic Development recommends that the City Manager execute the Development Agreement between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton

Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street.

**BACKGROUND:** The City of Petersburg entered into a purchase agreement with Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 11/18/2025

**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:**

1. 201 Virginia Ave
2. 117 Lafayette
3. 4 6 9 12 Ross Ct
4. 436 Byrne
5. 10 N Foley 340 Mistletoe
6. 851 E Bank 1420 Ferndale 1162 Hinton 417 S Jefferson 921 Priam 1150 Rome 201 Terrace
7. 723 Harding
8. 1 - Resolution for Development Agreement MULTIPLE PROPERTIES

# PROJECT BRIEF

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

## PROJECT DESCRIPTION:

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

## PROPERTY PICTURE (TODAY)



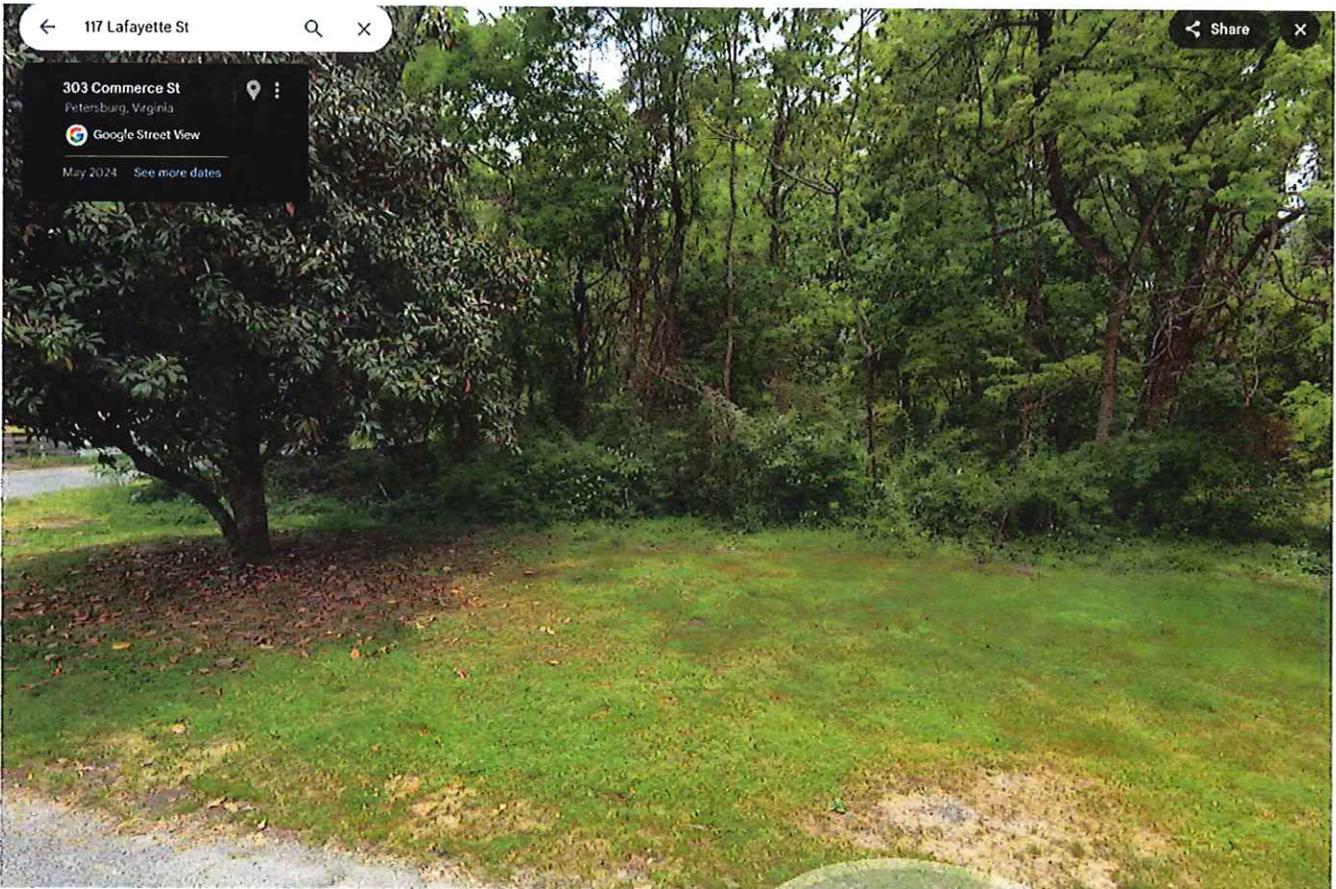
# PROJECT BRIEF

Developer:	Matthew Pittman
Project Address:	117 Lafayette Street
Assessed Value:	\$59100.00 (total value) but portion value is \$2216.25
Offer Amount:	\$2220.00
Percentage Offered:	100%

## PROJECT DESCRIPTION:

Parking for newly renovated building across the street.

## PROPERTY PICTURE (TODAY)



# PROJECT BRIEF

Developer:	Daniel Smith Real Estate LLC
Project Address:	4 Ross Court 6 Ross Court 9 Ross Court 12 Ross Court
Assessed Value:	\$17,500
Offer Amount:	\$17,500
Percentage Offered:	100%

## PROJECT DESCRIPTION:

To develop single family, market rate homes.

### PROPERTY PICTURE (TODAY)



# PROJECT BRIEF

Developer:	Acuna Properties LLC
Project Address:	436 Byrne Street
Assessed Value:	\$13,000.00
Offer Amount:	\$10,400.00
Percentage Offered:	125%

## PROJECT DESCRIPTION:

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

## PROPERTY PICTURE (TODAY)



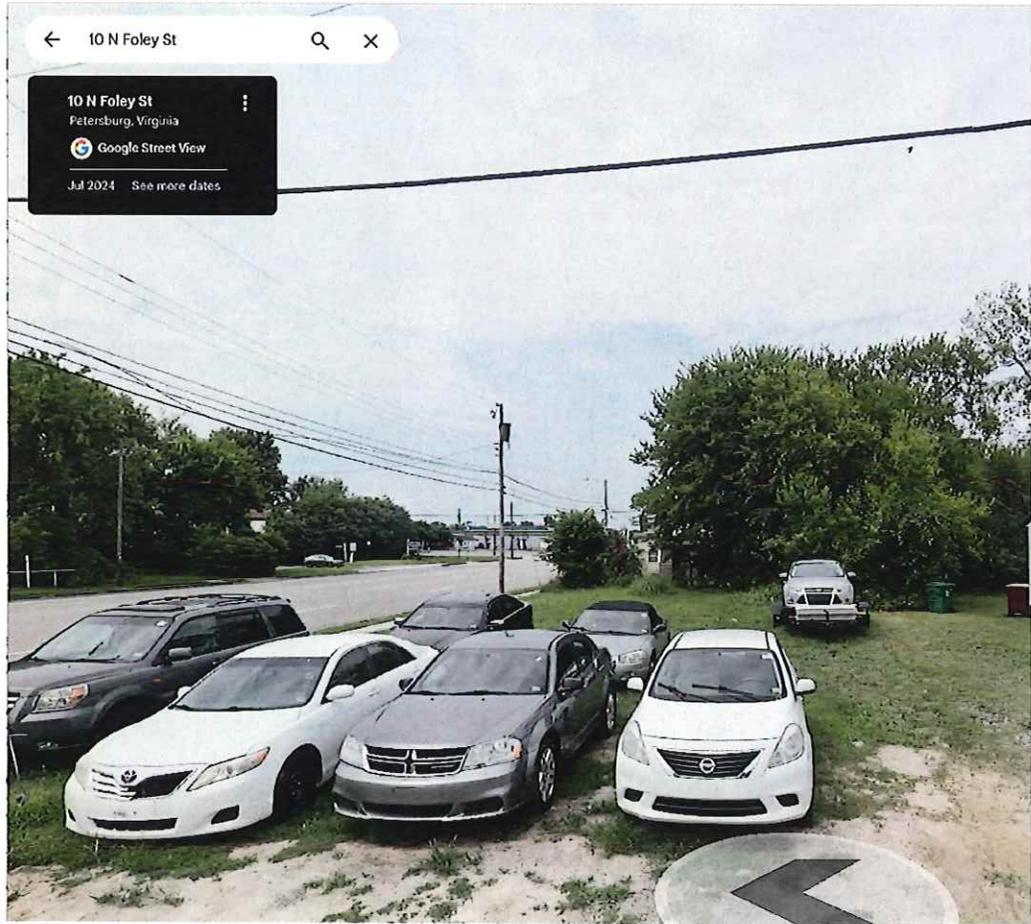
# PROJECT BRIEF

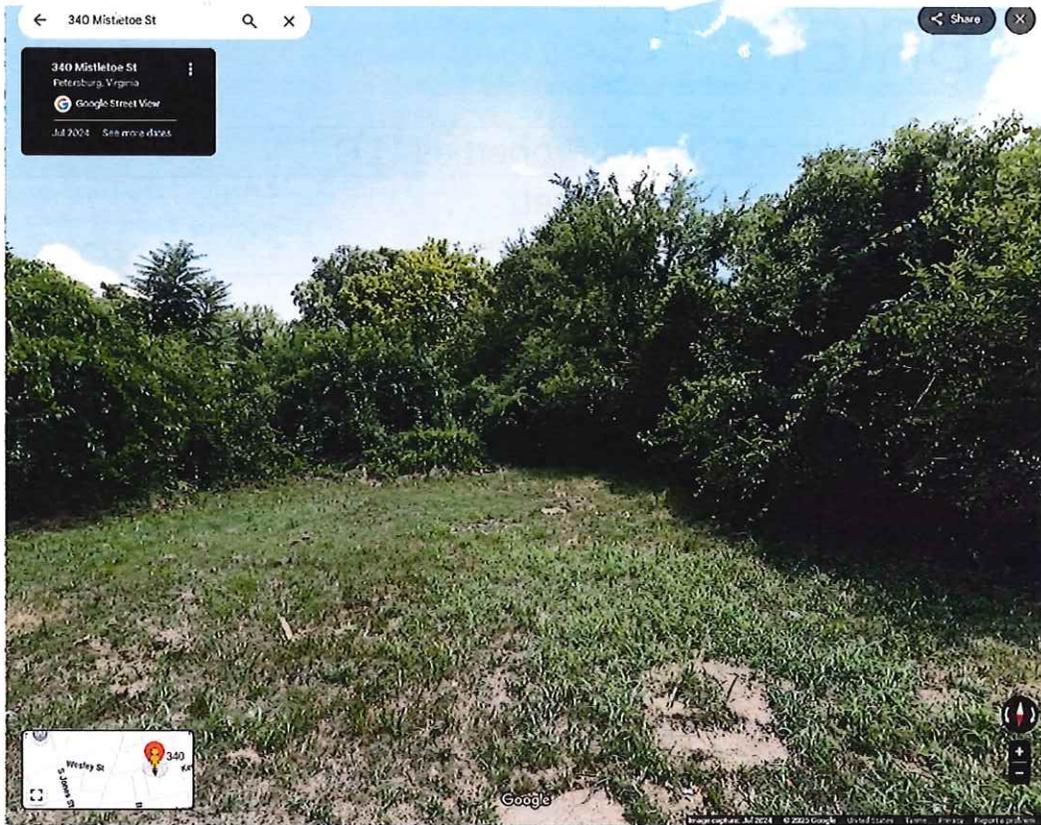
Developer:	Stepping Stones Properties LLC
Project Address:	10 North Foley Street 340 Mistletoe Street
Assessed Value:	\$19,400.00
Offer Amount:	\$14,550.00
Percentage Offered:	75%

## PROJECT DESCRIPTION:

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

## PROPERTY PICTURE (TODAY)





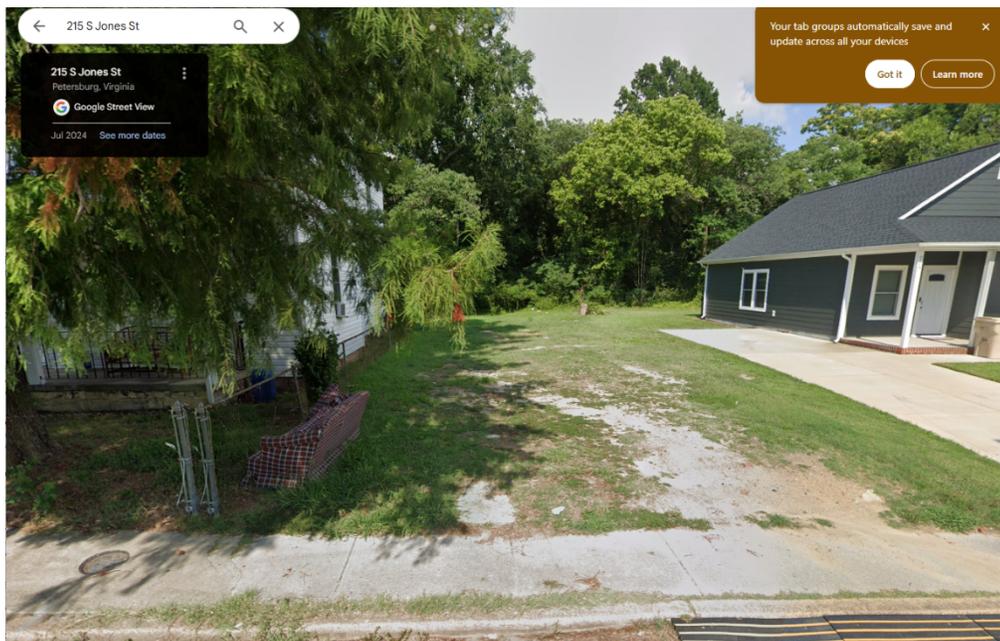
# PROJECT BRIEF

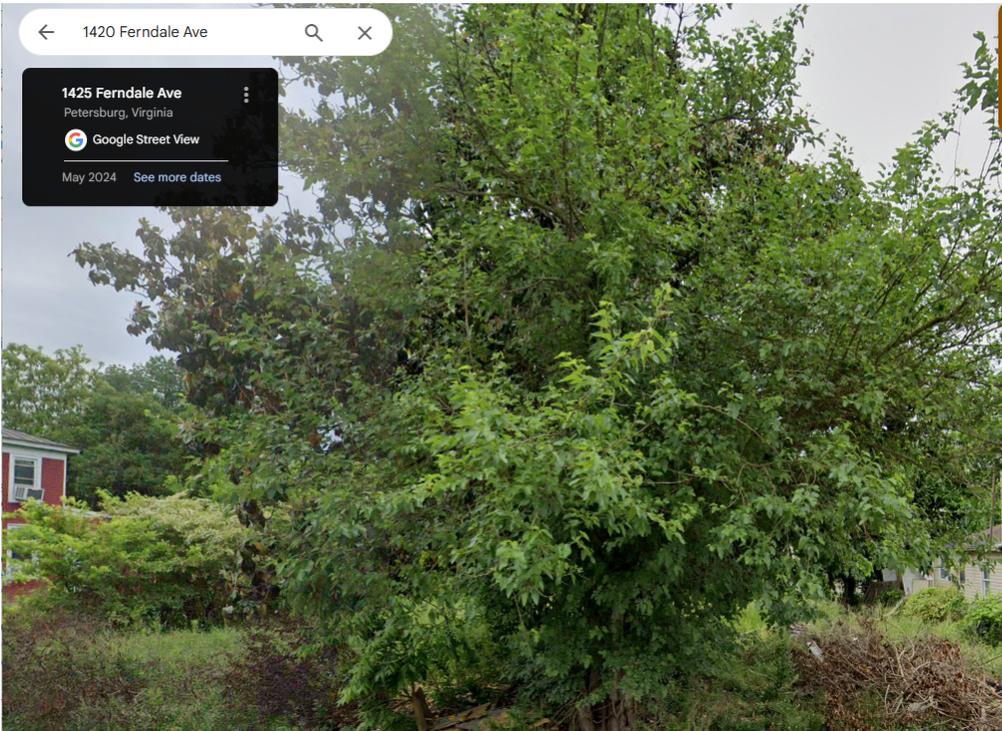
Developer:	Nuwave Development
Project Address:	215 South Jones Street 1420 Ferndale Avenue 1150 Rome Street 1162 Hinton Street 201 Terrace Avenue 417 South Jefferson Street 921 Priam Street 851 East Bank Street
Assessed Value:	\$55,000.00
Offer Amount:	\$55,000.00
Percentage Offered:	100%

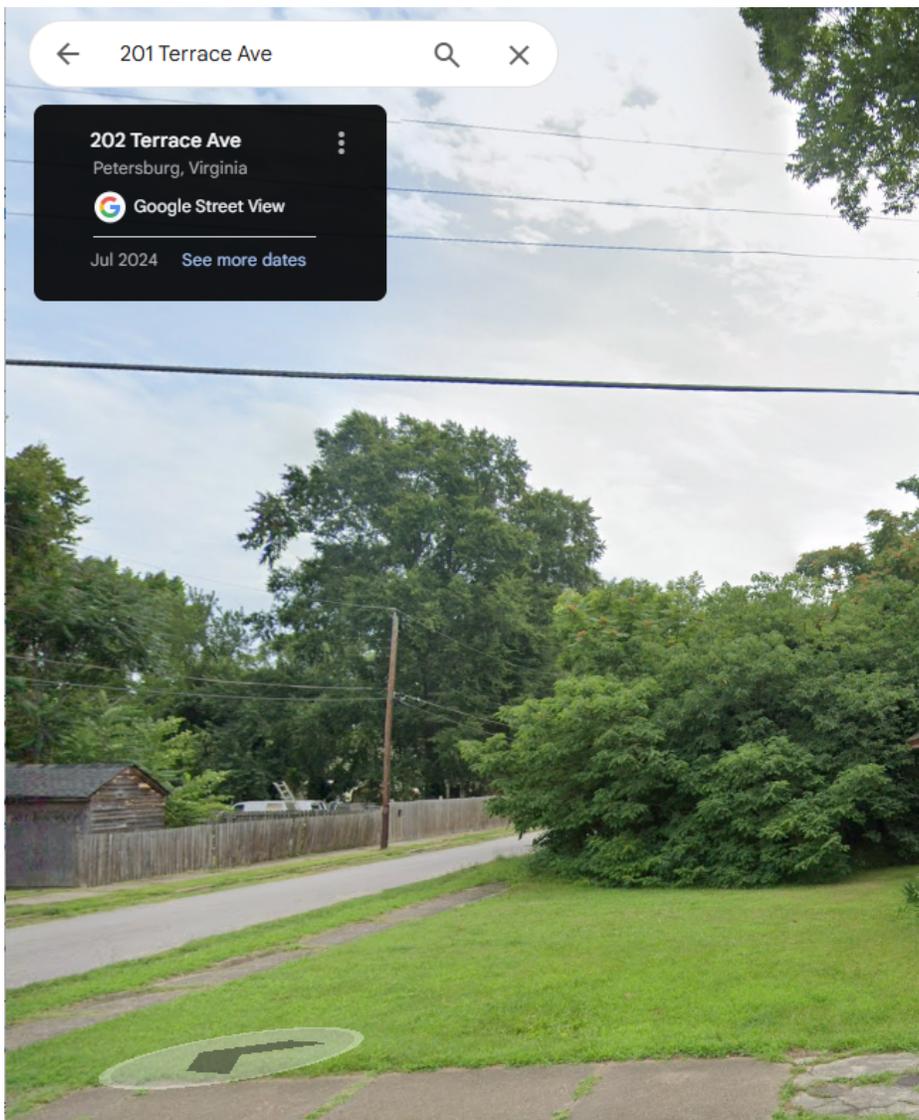
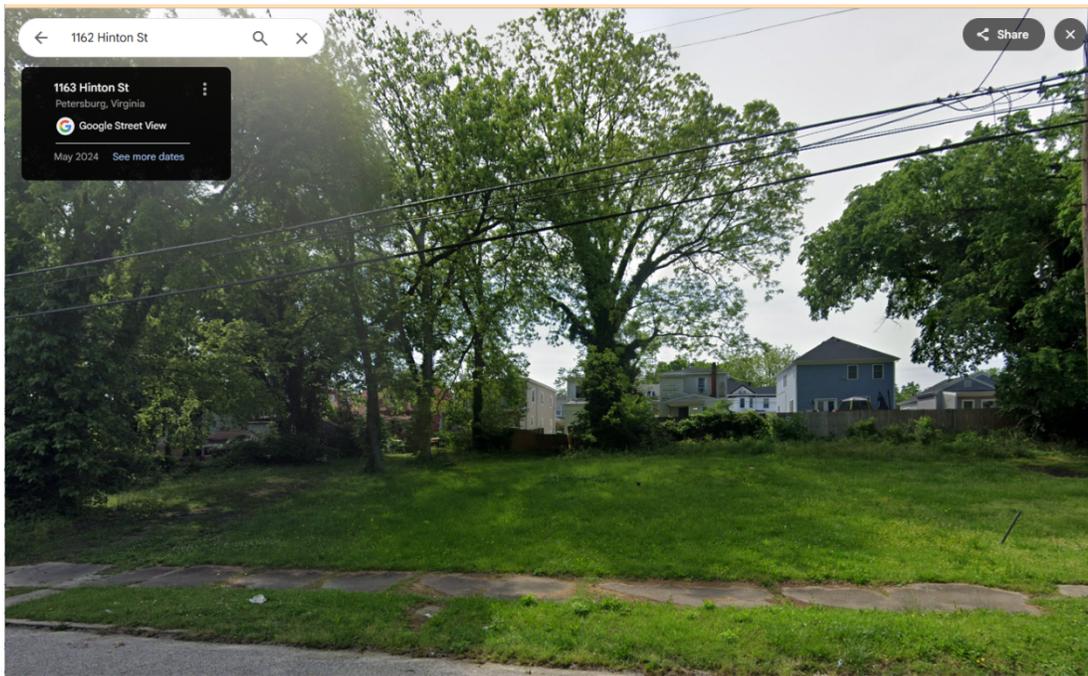
## PROJECT DESCRIPTION:

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

## PROPERTY PICTURE (TODAY)

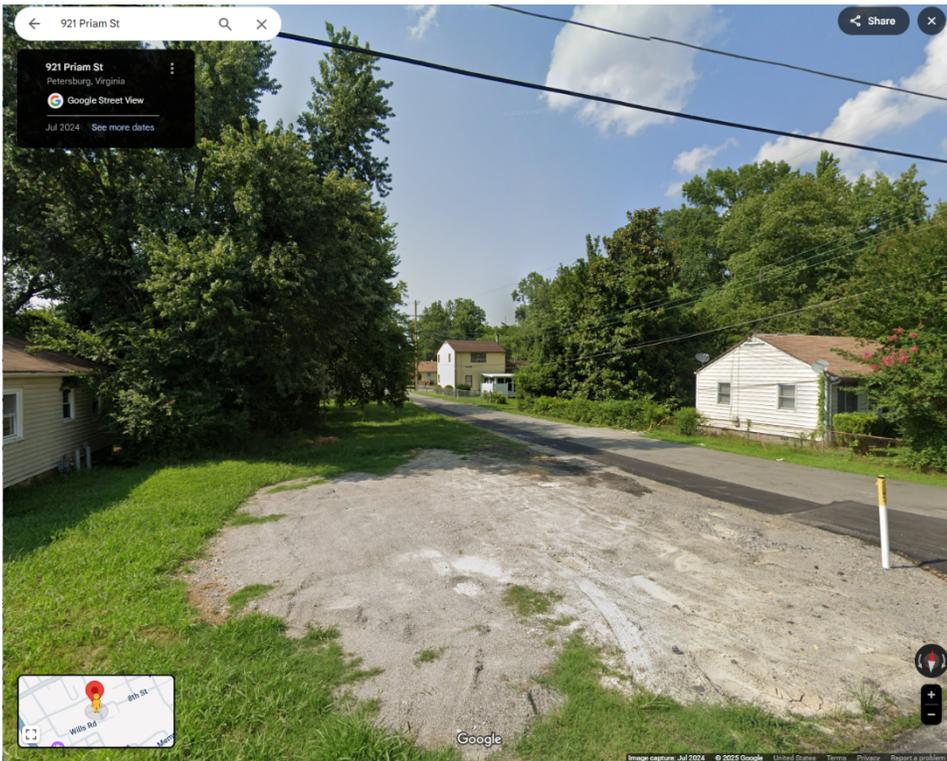








← 417 S Jefferson St 🔍 ✕





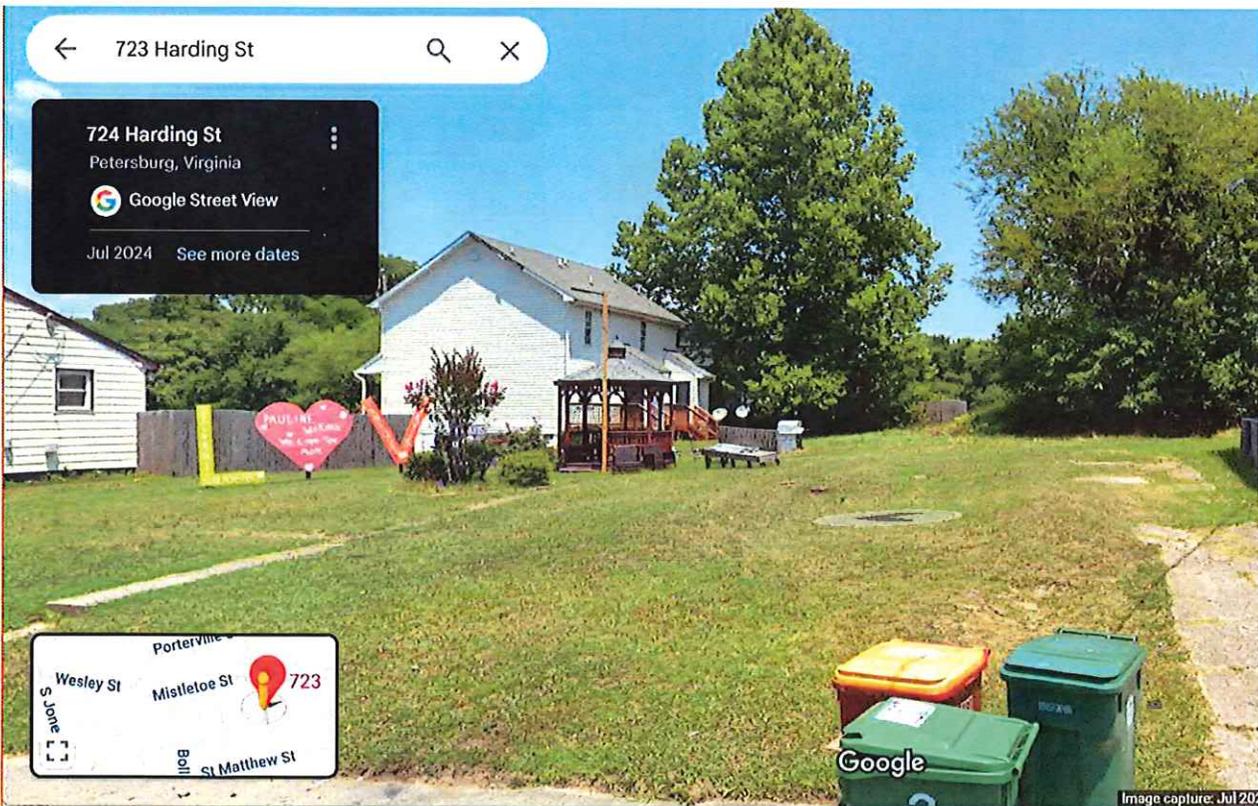
# PROJECT BRIEF

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

## PROJECT DESCRIPTION:

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

## PROPERTY PICTURE (TODAY)



## Resolution

**A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street**

**WHEREAS;** On November 18, 2025, the City of Petersburg entered into a development agreement with Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street; and

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

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

**NOW THEREFORE BE IT RESOLVED,** that the City Council of the City of Petersburg hereby approves the City Manager to approve the development agreement between the City of Petersburg and Stepping Stones Properties LLC for Development of 10 N. Foley Street and 340 Mistletoe Street; Square Acre Property for the Development of 201 Virginia Avenue; Nuwave for the Development of 851 E. Bank Street, 1420 Ferndale Avenue, 1162 Hinton Street, 417 S. Jefferson Street, 921 Priam Street, 1150 Rome Street, and 201 Terrace Avenue; Anthony Jackson for the Development of 723 Harding Street; Underhill Row LLC for the Development of a portion of 117 Lafayette Street; Daniel Smith Real Estate LLC for the Development of 4, 6, 9, 12 Ross Court; and Acuna Properties LLC for the Development of 436 Byrne Street.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

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

**FROM:** Tangi Hill

**RE:** **Consideration and Adoption of Resolution Appointing and Reappointing Members to Boards and Commissions**

- Crater Youth Care Commission
- Petersburg Redevelopment Housing Authority
- Petersburg Arts Council
- Community Development Block Grant Advisory Board
- Architectural Review Board
- Greater Reach Community Services Board

**PURPOSE:** Council to make appointments by resolution to fill vacant seats on the Crater Youth Care Commission, Petersburg Redevelopment Housing Authority, Petersburg Arts Council, Community Development Block Grant Advisory Board, and Architectural Review Board

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 10/21/2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Crater Youth Commission Appointment Abstract
2. Appointment to Crater Youth Commission Resolution
3. Petersburg Redevelopment Housing Authority Appointment Abstract
4. Appointment to PRHA Resolution
5. Petersburg Arts Council Appointment Abstract
6. Appointment to PAC Resolution
7. CDBG Appointment Abstract
8. Appointment to CDBG Resolution
9. Architectural Review Board Appointment Abstract
10. Appointment to ARB Resolution
11. Greater Reach Community Services Board
12. Appointment to Greater Reach Resolution



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Tangi R. Hill, City Clerk

**RE:** Consideration of Appointment to the Crater Youth Care Commission

---

**PURPOSE:** To make appointment to fill the vacant seat for the Crater Youth Care Commission.

**REASON:** The City Manager from each participating jurisdiction and one other person mutually interested in the Detention Center and have direct liaison with the appointing governmental unit may serve on the Crater Youth Care Commission. Currently, City Manager John M. Altman, Jr. serves on the commission.

**RECOMMENDATION:** Council consider the appointment by resolution of Margo Hardy, Supervisor of the Petersburg Community Juvenile Services, to fill the vacant seat. Ms. Hardy will serve a two-year term. Ms. Hardy meets the qualifications to serve due to her mutual interest in the Detention Center. She also serves as a direct liaison with the City of Petersburg.

**BACKGROUND:** The vacant seat must be filled with a person who has a mutual interest in the Detention Center and serves as a direct liaison with the appointing governmental unit. The Commission is the policy making body for Crater Juvenile Detention Center. The appointees are to report at least annually to their respective political subdivisions on the operations of the facility

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** November 18, 2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:** Resolution

**STAFF:**

**A RESOLUTION APPOINTING  
MARGO HARDY WITH A TERM BEGINNING ON  
SEPTEMBER 30, 2025 TO THE CRATER YOUTH CARE  
COMMISSION**

---

**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby appoints **MARGO HARDY**, with a term beginning September 30, 2025, to the Crater Youth Care Commission.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Tangi R. Hill, City Clerk

**RE:** Consideration of Appointments for the Petersburg Redevelopment Housing Authority

---

**PURPOSE:** To make appointments/reappointments to fill the expired terms for the Petersburg Redevelopment Housing Authority.

**REASON:** The Petersburg Redevelopment Housing Authority has 3 seats whose terms expired on September 30, 2025.

**RECOMMENDATION:** Council consider appointing or reappointing three applicants to serve a 4 year term by resolution.

The following applicants are asking to be considered for reappointment:

Angela Dance  
Joseph Dickens  
Mary Howard

The following applicants are asking to be considered for appointment:

Patrick Ingram, Ward 6  
Michael Maszaros, Ward 4  
Lamont Hobbs, Ward 6  
Dominique Thaxton, Ward 5  
James Walke, Ward 6

**BACKGROUND:** The purpose of the Petersburg Redevelopment Housing Authority is to study slum and blighted areas within the City and to recommend programs for their improvement. To provide quality housing for low income families at rents within their ability to pay. To serve as the duly designated agent for financial assistance in order to undertake urban redevelopment and low-

rent housing programs approved by the City Council. There are three seats becoming vacant due to terms that expired on September 30, 2025.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** November 18, 2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:** Resolution

**STAFF:**

**A RESOLUTION APPOINTING**

\_\_\_\_\_  
**WITH A TERM ENDING,**

**TO THE**  
**PETERSBURG REDEVELOPMENT HOUSING**  
**AUTHORITY**

\_\_\_\_\_

**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby appoints \_\_\_\_\_, with a term ending \_\_\_\_\_, to the Petersburg Redevelopment Housing Authority.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Tangi R. Hill, City Clerk

**RE:** Consideration of Appointments for the Petersburg Arts Council

---

**PURPOSE:** To make appointment to fill the two vacant seats for the Petersburg Arts Council.

**REASON:** The Petersburg Arts Council currently has one vacant At-Large seat and another vacant seat, effective October 31, 2025, in Ward 3. The Arts Council is seeking to fill one of the vacant seats with someone who has financial background to serve as Treasurer.

**RECOMMENDATION:** Council consider appointing by resolution two applicants to fill the At-Large seat and the Ward 3 seat, with one of the appointees having a financial background.

The following applicants are asking to be considered for appointment:

Jospeh Dickens, Ward 3  
Jacquelyn Bland Monroe, Ward 5 \* Financial Background  
Daniel Jones, Ward 4  
Tonya Brown, Ward 6  
Wendell Jones, Ward 4 or Ward 5  
Amber Salter  
Ximara Wilson  
Quiera Jones  
Andre Perez  
Corey Wesson

**BACKGROUND:** The purpose of the public arts council is to make recommendations to city council and city management on the acquisition, donation, commission and/or funding of public art and the acceptance of gifts and loans of public art and the deaccession of public art from the city's collection. The Arts Council is composed of nine (9) members and two (2) ex-officio members appointed by the City Council. The Council consists of two at-large members. The remaining seven members shall be appointed one for each ward based either upon their residence

or business location in the respective ward that they serve. The public art council members must be residents of the city or represent a business or an arts non-profit located in the city. The public art council shall consist of nine members and be composed of the following representatives: at least three practicing artists, at least two members belonging to an arts or culture organization, at least two members associated with design and historical architecture.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** November 18, 2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:** Resolution

**STAFF:**

**A RESOLUTION APPOINTING**

\_\_\_\_\_  
**WITH A TERM ENDING,**

\_\_\_\_\_ **TO THE**  
**PETERSBURG ARTS COUNCIL**

\_\_\_\_\_  
**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby appoints \_\_\_\_\_, with a term ending \_\_\_\_\_, to the Petersburg Arts Council.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Tangi R. Hill, City Clerk

**RE:** Consideration of Appointments for the Community Development Block Grant Advisory Board

---

**PURPOSE:** To make appointments/reappointments to fill the vacant seats for the Community Development Block Grant Advisory Board.

**REASON:** The Community Development Block Grant Advisory Board has four vacant seats and two expired terms, and one seat due to lack of participation.

**RECOMMENDATION:** Council consider removing Maisha Henry, Ward 6, from the Community Development Block Grant Advisory Board due to a lack of participation.

Council considers appointing by resolution applicants to fill the 7 seats available, 1 seat in Ward 1 (term to expire September 30, 2030), 1 seat in Ward 3 (term to expire September 30, 2030), 1 seat in Ward 5 (unexpired term to end September 30, 2028), 1 seat in Ward 6 (unexpired term to end on September 30, 2027), 2 At-Large seats (terms to expire September 30, 2030).

The following applicants are asking to be considered for appointment:

Corey Wesson, Ward 1  
Melissa Boyd, Ward 2  
Sonja Holt, Ward 2  
Leonard Curry, Ward 3  
Bernard Harper, Ward 3  
Kera Chambers, Ward 4  
Marcus Squires, Ward 4  
Taurean Morrow, Ward 4  
Letisha White, Ward 4  
Genevieve Lohr, Ward 5  
Michelle Murrills, Ward 5

Theodore Jonas, Ward 5  
Andre Perez, Ward 5  
Quiera Jones, Ward 6  
Kameko Coleman, Ward 7

**BACKGROUND:** The purpose of the Community Development Block Grant Advisory Board is to serve in an advisory capacity to the City Council. The Advisory Board reviews, conducts public hearings, and makes recommendations for City Council action regarding requests for projects to be funded from the City's annual CDBG entitlement under this federal program. The City Council makes the final approval of project allocations. The CDBG Advisory Board is comprised of 12 members appointed by the City Council; 1 from each of the 7 wards and 5 at large. Each member serves a four year term.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** November 18, 2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:** Resolution

**STAFF:**

**A RESOLUTION APPOINTING**

\_\_\_\_\_  
**WITH A TERM ENDING,**

**TO THE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ADVISORY BOARD**  
\_\_\_\_\_

**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby appoints \_\_\_\_\_, with a term ending \_\_\_\_\_, to the Community Development Block Grant Advisory Board.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 18, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Tangi R. Hill, City Clerk

**RE:** Consideration and Adoption of Resolution Appointing Members for the Architectural Review Board

---

**PURPOSE:** To make appointments/reappointments to fill the expired terms for the Architectural Review Board.

**REASON:** The Architectural Review Board has 6 seats whose terms expired on September 30, 2025.

**RECOMMENDATION:** Council consider appointing or reappointing 6 applicants to serve a 3 year term by resolution.

The following applicants are asking to be considered for reappointment:

Louis Malon  
William Hartsock  
Larry Murphy  
Joseph Yates  
Joe Battison  
Celeste Wynn

The following applicants are asking to be considered for appointment:

Calvin Phelps – Does not reside in Petersburg. Minority status could not be determined by application.  
Xiomara Wilson – Does not reside in Petersburg. Minority status could not be determined by application.  
Dino Lunsford  
Corey Wesson  
Quiera Jones

Andre Perez

**BACKGROUND:** The Architectural Review Board must be a resident or business owner with an established background/knowledge in architecture/history, except Council may appoint, as one of the seven qualified members, a licensed architect who is not a resident of the City, and one to be a federally defined minority. There are three seats becoming vacant due to terms that expired on September 30, 2025.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** November 18, 2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

**STAFF:**

**A RESOLUTION APPOINTING**

\_\_\_\_\_  
**WITH A TERM ENDING,**

**TO THE**  
**ARCHITECTURAL REVIEW BOARD**

\_\_\_\_\_

**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby appoints \_\_\_\_\_, with a term ending \_\_\_\_\_, to the Architectural Review Board.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** November 12, 2025

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

**THROUGH:** John M. Altman, Jr, City Manager

**FROM:** Tangi R. Hill, City Clerk

**RE:** Consideration of Re-Appointment to the Greater Reach Community Services Board

---

**PURPOSE:** To make reappointment to the Greater Reach Community Services Board.

**REASON:.** Gary Talley and Daphne Turner terms expired on September 30, 2025. Greater Reach Community Services Board. Greater Reach Community Services is asking for the reappointment of Gary Talley and Daphne Turner. Their terms expired on September 30, 2025.

**RECOMMENDATION:** Greater Reach Community Services Board is requesting the reappointment of Gary Talley and Daphne Turner, with terms beginning on September 30, 2025, and expiring on September 30, 2028.

**BACKGROUND:** Greater Reach Community Services Board is a volunteer Board of Directors which provides oversight to the Greater Reach Community Services Board. Interested citizens are appointed by each of the participating localities for a term of three years.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** November 18, 2025

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS: Resolution**

**STAFF:**

**A RESOLUTION APPOINTING  
GARY TALLEY AND DAPHNE TURNER WITH A TERM  
BEGINNING ON SEPTEMBER 30, 2025 AND ENDING,  
SEPTEMBER 30, 2028 TO THE GREATER REACH  
COMMUNITY SERVICES BOARD**

---

**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby appoints Gary Talley and Daphne Turner, with a term beginning on September 30, 2025 and ending September 30, 2028 to the Greater Reach Community Services Board.