



# City of Petersburg Virginia

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## City Council Meeting

**February 17, 2026  
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 Deputy City Manager Kenneth Miller, Economic Development Project Manager Shalonda Venable-Royster, and Police Captain Carol Adams, Barbara Coleman. Offices in Petersburg being recognized by the Red Cross are Virginia Community Resource Center (Barbara Coleman), Central Virginia Health Services (Robin Tyler), and the Petersburg YMCA (Marco Calendar). Petersburg Churches and Other Organizations being recognized are Good Shepard Baptist Church, Metropolitan Baptist Church, The Mark Matthews Chapter of the Buffalo Soldiers – Pages 4-5
    - b. Proclamation Honoring Lisa M. Scott Upon the Occasion of Her Retirement – Page 6
  6. **Responses to Previous Public Information Posted**
  7. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. Minutes of Previous Meetings: - Pages 7-18
      - February 3, 2026 Closed Session Meeting
      - February 3, 2026 City Council Joint Meeting
      - February 3, 2026 City Council Work Session
  8. **Unfinished Business**
    - a. Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget – Pages 19-21
    - b. Development Agreement Between TWG Petersburg LLC and the City of Petersburg for the Development of Collier Yard – Pages 22-53
  9. **Official Public Hearings**
    - a. Public Hearing for the Consideration of a Resolution Authorizing the Issuance of One or More Series of General Obligation and Refunding Bonds of the City of Petersburg in the Maximum

Aggregate Principal Amount of \$5,600,000 to Refund the City's Outstanding Water and Sewer Revenue Bond, Series 2015 and Pay All Related Costs of Issuance – Pages 54-95

- b. Public Hearing for Consideration of an Ordinance to Approve a Request by Raymond Akoury, on Behalf of RGC Investments C/O Hotrod Motorsports, for a Special Use Permit for Multiple-Family Dwellings as Authorized and Controlled by the R-5 Multiple Dwelling District Standards at 1325 West Washington Street, Parcel ID 024230005, in the B-2, General Commercial Zoning District – Pages 96-134
- c. Public Hearing for Consideration of an Ordinance to Approve a Request by Pedro Rosario for a Special Use Permit to Operate a Stand-Alone Vehicle Repair Shop at 3857 South Crater Road, Parcel ID 101090005, in the B-2, General Commercial Zoning District – Pages 135-179
- d. Public Hearing for Consideration of an Ordinance to Approve a Request by Donte Threatt, on Behalf of Sweet Investments VA LLC, for a Special Use Permit to Operate a Nightclub at 2793 South Crater Road, Parcel ID 065110004, in the B-2, General Commercial Zoning District – Pages 180-221
- e. Public Hearing for Consideration of an Ordinance to Approve a Request by Alexander Graham Jr., on Behalf of the Warrenton Group, to Rezone Property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel IDs 070080002, 069070001, 077010801, from the A Agricultural and R-1A Single-Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with Proffers and to Amend the Existing Proffers for Property at 2233 Halifax Road, Parcel ID 076030800 in the M-1 Light Industrial Zoning District – Pages 222-299
- f. Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and LDJ Petersburg LLC (Ansal McCal) for the Development of a Sub-Parcel (5.36 Acres) of 3501 Halifax Road, Located in Petersburg, VA, Tax Map No.: 092010001 – Pages 300-325
- g. Public Hearing on Consideration of an Ordinance Adopting the FY27 Real Property Tax Rate - Requesting Motion to Continue the Public Hearing to March 17, 2026, to Allow Compliance with the Statutory 30 Day Advertisement Requirement – Pages 326-329

**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 330-335

**14. New Business**

- a. Resolution of Intent to Implement Categorical Funding of Petersburg City Public Schools – Pages 336-338

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

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

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

**18. Adjournment**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

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

**FROM:** Tangi Hill

**RE:** **Recognition of Deputy City Manager Kenneth Miller, Economic Development Project Manager Shalonda Venable-Royster, and Police Captain Carol Adams, Barbara Coleman. Offices in Petersburg being recognized by the Red Cross are Virginia Community Resource Center (Barbara Coleman), Central Virginia Health Services (Robin Tyler), and the Petersburg YMCA (Marco Calendar). Petersburg Churches and Other Organizations being recognized are Good Shepard Baptist Church, Metropolitan Baptist Church, The Mark Matthews Chapter of the Buffalo Soldiers.**

**PURPOSE:** The American Red Cross will be presenting their Community Partner Award on February 19, 2026. This award recognizes organizations, businesses, and community leaders that demonstrate exceptional support for the mission of the Red Cross through collaboration, volunteerism, blood drives, or financial sponsorship. Its purpose is to highlight partners who enable the Red Cross to deliver services, such as disaster response, blood drives, and supporting military families.

**REASON:** Recognize those that will be the recipients of the Community Partner Award by the American Red Cross on February 19, 2026.

**RECOMMENDATION:** Recognize Deputy City Manager Miller and Economic Development Project Manager Venable-Royster as recipients of the American Red Cross Community Partner Award.

**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:** None

Petersburg



Virginia

# Proclamation

## HONORING LISA M. SCOTT UPON THE OCCASION OF HER RETIREMENT

**WHEREAS**, Lisa M. Scott has dedicated nearly forty-five (45) years of faithful and exemplary service to the City of Petersburg, beginning her career in July 1981 and rising through the ranks through diligence, integrity, and unwavering commitment to public service; and

**WHEREAS**, throughout her distinguished career, Ms. Scott served in multiple capacities including Account Clerk, Assistant Purchasing Agent, Risk Management Officer, Purchasing Specialist, and ultimately Purchasing Agent, demonstrating exceptional leadership and institutional knowledge while serving under seven administrations; and

**WHEREAS**, as Purchasing Agent for the City of Petersburg, Ms. Scott has been responsible for overseeing the procurement of goods and services citywide, ensuring compliance with the Virginia Public Procurement Act, negotiating complex contracts, supervising staff, administering the City's Purchasing Card Program, and upholding the highest standards of transparency, accountability, and fiscal stewardship; and

**WHEREAS**, Ms. Scott's professional excellence is further reflected in her Virginia Contracting Associate Certification and numerous certifications in federal and state procurement practices, equipping her with the expertise to guide departments, train staff, and safeguard the City's procurement processes; and

**WHEREAS**, beyond her professional accomplishments, Ms. Scott is a devoted wife of thirty-six (36) years to her husband, Leon Scott, a proud mother to her sons, Brian and Justin, and a faithful member of Tabernacle Baptist Church where she joyfully serves in the Mass Choir; and

**WHEREAS**, her personal interests in reading, traveling, and gardening reflect the balance and grace with which she has lived her life, and in retirement she looks forward to rest and relaxation, meaningful travel, volunteer service, and faithfully embracing whatever God has in store for her next chapter; and

**WHEREAS**, the City of Petersburg is deeply grateful for Lisa M. Scott's steadfast service, professionalism, and lasting contributions to the operational integrity and fiscal responsibility of municipal government.

**NOW, THEREFORE**, I, Samuel Parham, Mayor of the City of Petersburg, Virginia, on behalf of the Petersburg City Council and the citizens of Petersburg, do hereby recognize and honor

**LISA M. SCOTT**

for her nearly forty-five years of dedicated service to the City of Petersburg and extend our sincere appreciation and best wishes for a fulfilling and blessed retirement.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Petersburg, Virginia, to be affixed this 17<sup>th</sup> day of February 2026.

  
\_\_\_\_\_  
Samuel Parham  
Mayor, City of Petersburg

ATTEST:

  
\_\_\_\_\_  
Tangi R. Hill  
Clerk, City of Petersburg Council

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, February 3, 2026, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:09 p.m. The meeting link is <https://petersburgva.new.swagit.com/videos/373954>.

**1. ROLL CALL**

Present:

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

Absent:

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

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.

**CLOSED SESSION**

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

- a. §2.2-3711(A)(7) and (8) of the Code of Virginia for the Purpose of Receiving Legal Advice and Status Update from the City Attorney and Legal Consultation Regarding the Subject of Actual or Probable Litigation and Specific Legal Matters Requiring the Provision of Legal Advice by the City Attorney, Specifically Including But Not Limited to Discussion Regarding the Legal Requirements of Code of Virginia §§ 15.2-953; 22.1-89; 94; and 115; and Other Probable Litigation and Legal Matters Requiring the Advice of the City Attorney; and
- b. §2.2-3711(A)(3) of the Code of Virginia for the Purpose of Discussion or Consideration of the Acquisition of Real Property for a Public Purpose and the Disposition of Publicly Held Real Property Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body, Specifically Including But Not Limited to the Acquisition and Disposition of Real Property

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

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

The Council entered Closed Session at 3:11 p.m.

Council Member Myers 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 Smith-Lee seconded the motion.

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

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

**2026-RES-005      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 4:17 p.m.

Mayor Parham entertained a motion to add to the agenda a Resolution Ratifying the Declaration of a Local Emergency.

Council Member Myers made a motion to add to the agenda a Resolution Ratifying the Declaration of a Local Emergency. Vice Mayor Hill seconded the motion.

There was no discussion on the motion.

All members of Council present voted in the affirmative. Council Member Jones was absent from the vote.

Mayor Parham entertained a motion to adopt the Resolution Ratifying the Declaration of a Local Emergency.

Vice Mayor Hill made a motion to adopt the Resolution Ratifying the Declaration of a Local

Emergency. Council Member Smith-Lee seconded the motion.

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

**3. ADJOURNMENT:**

City Council adjourned at 4:20 p.m.

DRAFT

The special joint meeting of the Petersburg City Council and the Planning Commission was held on February 3, 2026 at Petersburg Public Library. Samuel Parham called the meeting to order at 4:20 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/373930>

**1. ROLL CALL:**

Present City Council:

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

Absent:

Marlow Jones, Councilor -- Ward 1 (Late)

Present Planning Commissioners:

Marshall Ford  
Dr. Diane Harley  
Kristen Katzenbach  
Dr. James Norman  
Fenton Bland

Absent:

Tony McDaniel  
Dr. Alvin Cannon (Late)  
Aku Reinhardt  
Thomas Hairston

Present from City Administration:

City Manager John "March" Altman, Jr.  
City Attorney Anthony C. Williams  
Clerk Tangi R. Hill  
Interim Planning Director Jared Crews

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

A quorum was present.

**3. PRESENTATION**

a. Presentation on Proposed Zoning and Subdivision Ordinance - Berkley Group

Ms. Tori Haynes of the Berkley Group provided a presentation on the Proposed Zoning and Subdivision Ordinance to City Council. She reviewed the progress to date, the draft Ordinance, and the next steps for this project. She summarized that their general direction on the project was to create a form-based framework with clear, consistent standards and definitions, user-friendly text, expand housing options, particularly missing middle housing, and clarify standards to match specific sites to their surrounding context. Individual articles were presented to staff and the Planning Commission from April to September 2025. Any comments received from staff, Planning Commissioners, or the City Attorney were incorporated into a revised full draft presented to the public at the open house held in November. The version presented today had been updated since the open house with additional comments incorporated from staff and the City Attorney.

Ms. Haynes explained that in terms of revisions, a document was included in the packet that highlighted each article and the major revisions they had made. Footnotes throughout the Ordinance explained where changes had been made and why. Over the course of the project, they had done a general reorganization of the currently existing articles, organizing them into an 11-article structure, all categorized by administrative provisions, district standards, and use standards. This was intended to be easy to follow and user-friendly. They had also ensured State Code compliance, updated references if they were outdated, and referenced the new numbering system instead of the former state code numbering system. They had also incorporated new State Code requirements that had gone into effect in July and clarified permitting processes, compiling them into one place for citizens and applicants to easily access.

Ms. Haynes said that finally, they had aimed to create a form-based code, although it was more of a hybrid approach. They had incorporated form-based code elements, particularly in urban cores, to better support the City's urban character and facilitate compatible design for new development. She then provided an overview of the articles in the Ordinance and the changes made. She encouraged Council and the Commission to read through the draft Ordinance and provide comments and questions, which would be incorporated before the final version was presented at a public hearing.

Anthony Williams, City Attorney, clarified that this was the first time he had seen this draft Ordinance, so he had not reviewed it or commented on it.

Ms. Haynes apologized for the misunderstanding; she believed they had received comments from the City Attorney that were incorporated into the draft Ordinance.

March Altman, City Manager, stated that some comments had been received from Council Members and he was setting up a meeting for the Berkley Group and Planning staff to address those. He asked Council and the Commission to submit any additional comments or questions to himself or Mr. Crews, and they would work through those prior to the public hearing. He commended staff and the Berkley Group for all of their hard work, especially considering this was the first comprehensive update since the Zoning Ordinance was adopted in the 1970s.

Mayor Parham asked the City Manager about the noise regulations. He asked if the updates would adequately address issues with late-night noise downtown.

City Manager Altman replied that it addressed noise, but if they were to make any changes, they should be made within the City Code as well, not just the Zoning Ordinance. He noted that however, his recollection was that the noise downtown had been determined to be consistently within the limits defined in the City Code.

Jared Crews, Interim Director of Planning and Community Development, explained that the specific section being referenced was unique to the Casino Entertainment and Resort District. This was due to the district's character, which required specific noise levels. As a result, that regulation was adopted at the beginning of last year.

Council Member Cuthbert asked the City Manager if there were any specific items he would like the Planning Commission to pursue.

City Manager Altman asked Mr. Crews if the Crater Road Overlay was part of this draft document.

Mr. Crews replied yes, the Highway Corridor Overlay District designation would cover the route coming from Wagner, heading south on Crater, and ultimately returning to the Wythe Street intersection in downtown.

City Manager Altman stated that one of the things he added to their discussion was the overlay to help guide development in relation to the casino and the area around Wagner and Crater. He said that he would recommend to Council that the Planning Commission should examine the area immediately around the casino and consider what rezoning may be necessary to prepare for potential redevelopment. He noted that they had properties in that area currently zoned residential that may not be suitable for residential use in the long term. He said that he believed it would be beneficial to have the Planning Commission bring a recommendation back to Council regarding potential rezoning of these properties

City Manager Altman stated that in his opinion, it would be advantageous to proactively rezone the residential properties. While they may need to make some single-family houses non-conforming, he envisioned redevelopment of the entire area occurring over time. He said that taking a proactive approach would set them up for successful redevelopment, in addition to the zoning overlay district, which could potentially be re-designated as a district once it was incorporated into the Ordinance. By being proactive, they could prepare for the inevitable redevelopment of the area, which was likely to happen given the interest from business owners in the area.

Council Member Cuthbert asked if the City Council needed to direct the Planning Commission to take up that project.

City Manager Altman confirmed that was correct. He explained that there were three ways to initiate a rezoning process: the Planning Commission, the Council, or the individual property owner. He said that in this case, he was not in a position to do so. However, he believed it was a good idea for Council to consider asking the Planning Commission to review that area and provide recommendations, which would be beneficial for the long-term.

Council Member Cuthbert made a motion to direct the Planning Commission to research and provide recommendations to Council regarding potential rezoning opportunities in the area around the casino, with the goal of facilitating commercial development in the area. Vice Mayor Hill 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: Hill, Parham, Cuthbert, Smith-Lee, and Westbrook; no: N/A; abstain: N/A; absent: Myers, Jones.

Council Member Cuthbert asked the City Manager if there was anything else he would like the Planning Commission to explore, such as the extension of Wagner Road to the west.

City Manager Altman stated that he had been studying a map lately, particularly in the area of the casino. One of his thoughts had been considering the possibility of extending Wagner Road over to Flank Road. He said that this would achieve two main goals. Firstly, it would provide a more direct connection between people staying at the casino hotels and facilities in the surrounding area, as well as opening up an 80-acre area that could be utilized. He explained that to the north of where he envisioned the road, a church was planning to build a new development. He said that he believed that if they examined this possibility and presented it to the Planning Commission, they could amend their Transportation Master Plan and Comprehensive Plans to include this extension. If future development occurred, they would be in a better position to acquire right-of-way dedication as part of the development, which would help them further their goals. This extension would also open up development property in that area for them.

Vice Mayor Hill emphasized that they must be sensitive to what was allowed to be developed on Medical Park Boulevard, keeping in mind the commercial development in the area.

Council Member Cuthbert made a motion to direct the Planning Commission to research and provide recommendations to Council regarding the potential expansion of Wagner Road west towards Flank Road. Vice Mayor Hill 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: Jones, Hill, Parham, Cuthbert, Myers, Smith-Lee, and Westbrook.; no: N/A; abstain: N/A.

Mayor Parham thanked the Planning Commission for all their work. He expressed his gratitude for having the Commission at the table to help guide the way of the City.

Dr. Diane Harley, Planning Commissioner, asked when Council expected the Commission to provide their recommendations.

City Manager Altman stated that Council was the authority on that timeline.

Mr. Crews stated that a group of graduate students from Virginia Commonwealth University (VCU) was currently analyzing that corridor. They were due to return with the results of the analysis in May, but they could begin formulating recommendations in the meantime.

Dr. Harley said that she supported the proactive approach Council was taking with this matter.

Dr. James Norman, Planning Commissioner, stated that he was excited about the productivity and proactiveness, but as a citizen of Petersburg, he knew where Petersburg had been. He said that he did not see them looking outside of Petersburg for assistance in this process. He acknowledged that the Planning Commission was composed of professionals who could certainly do their own research, but there were also many experienced individuals who could help them. He suggested that Council set aside funds to assist the Commission in this process, allowing them to bring in consultants with experience in the area.

Vice Mayor Hill suggested that the Planning Department and Economic Development Department leadership work together to find an appropriate avenue. He agreed with Dr. Norman and asked that staff please let Council know if additional funding was necessary to get things done.

Council Member Cuthbert stated that in regards to Dr. Harley's question about when Council would like to hear back from the Commission, he personally would like to receive a report from the Commission in time for Council to consider at the Council's March business meeting.

Mayor Parham asked the Planning Commission if they felt they had sufficient time to provide feedback to Council in March.

Marshall Ford, Chair of the Planning Commission stated that it was a tight timeframe, but they would do their best to provide their recommendation by the second Council meeting in March.

Mr. Crews asked for clarification. He asked if Council was not seeking a public hearing for a rezoning and rather was asking for a recommendation on potential rezoning they should be considering moving forward. If it was the latter, he did not think it would be an issue to provide recommendations as soon as March, but in the case of the former, they would need more time in order to schedule a public hearing.

Council Member Cuthbert made a motion to direct the Planning Commission to provide a recommendation regarding rezoning to facilitate commercial development in the casino area in time for Council to consider the recommendation at the March City Council business meeting. Vice Mayor Hill 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: Jones, Hill, Parham, Cuthbert, Smith-Lee, and Westbrook.; no: Myers; abstain: N/A.

Council Member Jones expressed doubt that outside consulting was necessary for this project. He said that he felt Petersburg had enough in-house expertise to make solid recommendations. He asserted his complete faith and confidence in their elected and appointed officials, as well as the rest of the citizens of Petersburg.

**4. UNFINISHED BUSINESS**

There were no items under this portion of the agenda.

**5. ADJOURNMENT**

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

The City Council adjourned at 5:00 p.m.

The Work Session of the Petersburg City Council was held on February 3, 2026 at Petersburg Public Library. Samuel Parham called the meeting to order at 5:00 p.m. The meeting video link is <https://petersburgva.new.swagit.com/videos/373931>

**1. ROLL CALL:**

Present:

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

Absent:

Present from City Administration:

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

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

A quorum was present.

**3. PRAYER**

Vice Mayor Hill led the Council meeting in prayer.

**4. PLEDGE OF ALLEGIANCE**

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

**5. PUBLIC COMMENTS**

Marlo Green, 301 Rolfe Street, stated that she was here on behalf of OCR Empowerment Group. She said that she wanted to provide an update on the Martin Luther King, Jr. Day cleanup. She gave a shout-out to Vanessa Crawford for her parade on MLK Day, as well. She noted that the cleanup was highly successful, with 43 volunteers participating. She wanted to share some of the highlights with Council. They collected 43 tires and filled 42 trash bags. Additionally, they found a toilet, which was a notable discovery. She said that she wanted to thank everyone who helped them clean up the neighborhood, including St. Joseph Catholic School, Virginia State University (VSU), Flavorful Portions, and many community members who came out to help. She also wanted to thank Mr. Randall Williams, Arthur Yates, and Frankie Whittington for their efforts in cleaning up the trash. Their dedication was impressive, and she appreciated their hard work.

Ms. Green said that in other news, they were moving forward with grant work. She said that they would be hosting an invasive species training in March, in collaboration with Friends of the Lower Appomattox River (FOLAR). This training would focus on invasive species, ecology, and nature, and participants would receive a certificate of completion. They were also working on a master plan for the park locations along the trail on Pocahontas Island, with Timmons Group and Marquis Allen leading the effort. She said that she hoped to

have City input and wanted to invite Council members to attend the listening sessions. She stated that finally, she wanted to remind City Council and the public about the upcoming event, Stories by Candlelight, Love, and Legacy, happening on Valentine's Day at 6:30 p.m. at the Appomattox Event Center. They had a string quartet performing, and the event was 85% sold. If they were interested in attending, they should reserve their tickets now, as they had limited availability. The event would be telling Virginia love stories set to music. She thanked everyone for their support and participation as the Empowerment Group approached their two-year anniversary in July.

Barbara Rudolph, 1675 Mount Vernon Street, stated that she wanted to provide a brief preview for the business meeting in two weeks. She explained that she recently spoke with the Assessor, and she must say that the Assessor staff is very responsive and helpful, but they were facing a challenging situation that may be difficult to communicate effectively to the public. She said that as someone who had experienced a significant increase in her assessment, she was one of the unhappy parties. She said that her initial notice indicated a 48% or 49% increase, but after commenting on it on social media, she received a correction notice from the Assessor that increased the amount to 58%. Although the correction was not what she was hoping for, she did notice that the Assessor's Office is offering a lower rate for assessments of garage and basement space.

Ms. Rudolph said that she had outbuildings at her house, which required additional assessments. She was curious to know how the Assessor's Office measures these outbuildings, and she was told that it was either a flyover or a specialized tool. She requested that Council please ensure that this information is shared with the community, as it is essential to understand how the assessments are conducted and why. Without transparency, misinformation can spread, and she did not want to contribute to that. She said that as someone on a fixed income and supporting two households, the additional \$1,100 annual tax burden was particularly unwelcome.

Joyce Vinson, 1608 Kings Road, stated that she was here to speak about the event center or nightclub that the Planning Commission had denied for the space at 2793 South Crater Road. The address she was speaking on was where her church is located, 2787 South Crater Road, which is in the same corridor. She simply wanted to say that she appreciated it when Council honored and respected the vote of the elected officials that had been deemed qualified and certified to make those decisions. She said that in regard to the recent death of a young man, while unrelated to nightlife in Petersburg, the City should be looking towards providing more opportunities for their youth. She said that she knew the facility in question was well-known to Council Member Jones, and she appreciated the contributions of the developer to the youth and City; however, that corridor was not suitable for an upscale nightclub. There were other areas further south that were more appropriate. She requested Council to consider any personal connections they have to the property or the applications and potentially recuse themselves in order to maintain impartiality on the matter.

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

a. Minutes of Previous Meetings:

- January 20, 2026 Closed Session Meeting
- January 20, 2026 City Council Meeting

b. First Read and Schedule a Public Hearing for the Consideration of a Resolution Authorizing the Issuance of One or More Series of General Obligation and Refunding Bonds of the City of Petersburg in the Maximum Aggregate Principal Amount of \$5,600,000 to Refund the City's Outstanding Water and Sewer Revenue Bond, Series 2015 and Pay All Related Costs of Issuance

- c. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approval a Request by Raymond Akoury, on Behalf of RGC Investment C/O Hotrod Motorsports, for a Special Use Permit for Multiple-Family Dwellings as Authorized and Controlled by the R-5 Multiple Dwelling District Standards at 1325 West Washington Street, Parcel ID 024230005, in the B-2, General Commercial Zoning District
- d. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve a Request by Pedro Rosario for a Special use Permit to Operate a Stand-Alone Vehicle Repair Shop at 3857 South Crater Road, Parcel ID 101090005, in the B-2, General Commercial Zoning District
- e. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve a Request by Donte Threatt, on Behalf of Sweet Investments VA LLC, for a Special Use Permit to Operate a Nightclub at 2793 South Crater Road, Parcel ID 065110004, in the B-2, General Commercial Zoning District
- f. First Read and Schedule a Public Hearing for Consideration of an Ordinance to Approve a Request by Alexander Graham Jr., on Behalf of the Warrenton Group, to Rezone Property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel IDs 070080002, 069070001, 077010801, Industrial Zoning District with Proffers and to Amend the Existing Proffers for Property at 2233 Halifax Road, Parcel ID 076030800 in the M-1 Light Industrial Zoning District
- g. First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and LDJ Petersburg LLC (Ansal McCal) for the Development of a Sub-Parcel (5.36 Acres) of 3501 Halifax Road, Located in Petersburg, VA Tax Map No.: 092010001
- h. First Read and Schedule a Public Hearing on Consideration of an Ordinance Adopting the FY27 Real Property Tax Rate

Vice Mayor Hill made a motion to approve the Consent Agenda as presented. Council Member Myers 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: Jones, Hill, Parham, Cuthbert, Myers, Smith-Lee, and Westbrook.; no: N/A; abstain: N/A.

**7. SPECIAL REPORTS**

There were no items under this portion of the agenda.

**8. MONTHLY REPORTS**

March Altman, City Manager, stated that Public Works had been busy with snow removal and related tasks for the past few weeks, so those reports would be presented at Council's March meeting. In the meantime, he would like to thank Public Works staff for all their hard work in clearing the main thoroughfares in the City. He also thanked Petersburg Area Transit (PAT) staff for keeping the warming center open at the transit station. He additionally thanked the individuals and organizations that donated supplies.

**9. FINANCE AND BUDGET REPORT**

There were no items under this portion of the agenda.

**10. CAPITAL PROJECTS UPDATE**

There were no items under this portion of the agenda.

**11. UTILITIES**

There were no items under this portion of the agenda.

**12. STREETS**

There were no items under this portion of the agenda.

**13. FACILITIES**

There were no items under this portion of the agenda.

**14. ECONOMIC DEVELOPMENT**

There were no items under this portion of the agenda.

**15. CITY MANAGER'S AGENDA**

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

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

Tangi Hill, City Clerk, announced that as February is Black History Month, the City of Petersburg would like to extend an invitation to all citizens to attend their Black History concert at the Petersburg Public Library's Event Center, a free event on Friday, February 13, with doors opening at 6:30 p.m. and the show beginning at 7:00 p.m. Flyers are available in the back of the room. Grammy-nominated Avery Sunshine will be performing, along with Micah "Bam Bam" White, who will serve as the Master of Ceremonies, music from the Sounds Funny Band, and spoken word from Dr. Latorial Faison.

Ms. Hill announced that on Friday, February 20 at 7:00 p.m., the City of Petersburg will host its Unity Fellowship Celebration. Dr. John R. Faison, Sr. will be the guest speaker, and the VSU Gospel Chorale will provide musical entertainment. This event is being held in conjunction with Black History Month, a century of commemoration. Their scripture references Psalms 133, verses 1 through 3, which says, "Behold how good and how pleasant it is for brethren to dwell together in unity." VSU would be here with the Divine Nine, and other non-profit organizations within their community. The City invited everyone to come out and celebrate.

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

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

**18. 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 5:21 p.m.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026  
**TO:** The Honorable Mayor and Members of City Council  
**THROUGH:** Garry Cozier - Budget Manager  
**FROM:** Petersburg City Public Schools  
**RE:** **Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget**

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**PURPOSE:** Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget in the amount of \$2,977,123.61

**REASON:** Consideration of an Amendment to the FY26 Petersburg City Public Schools Budget in the amount of \$2,977,123.61

**RECOMMENDATION:** Approve Amendment

**BACKGROUND:** Petersburg City Public Schools is making a request for appropriation of supplemental revenue in our FY25-26 budget to account for FY25 encumbrance rollover.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 1/20/2026

**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 Carry Forward
2. FY26 Budget Amendment FY25 Carry Forward

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

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**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 FY25 Encumbrance carry forward during the fiscal year FY26; and

**WHEREAS**, the proposed amendment of the Petersburg Public Schools Encumbrance carry forward amends the Fund in the amount of \$2,977,123.61; and

**WHEREAS**, the total proposed amendment of the Petersburg Public Schools FY26 Budget amends the budget in the amount of \$2,977,123.61;

**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>Approved Budget</b>	<b>Revised Budget</b>	<b>Changes</b>	<b>Amended Budget</b>
<b>Appropriations</b>				
Non-Categorical	\$89,018,327	\$89,868,327	\$2,977,123.61	\$91,995,450.61
Total School Operating Fund	\$89,018,327	\$89,868,327	\$2,977,123.61	\$91,995,450.61
<b>Total FY26 School Budget Amendment</b>	<b>\$89,018,327</b>	<b>\$89,868,327</b>	<b>\$2,977,123.61</b>	<b>\$91,995,450.61</b>

	<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	-	2,548,718,.02	2,548,718.02
<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	15,653,192.59	428,405.59
Capital Projects	-	850,000	-
<b>Total all funds</b>	<b>89,018,327</b>	<b>91,995,450.61</b>	<b>2,977,123.61</b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

**THROUGH:**

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

**RE:** **Development Agreement Between the City of Petersburg and TWG Petersburg LLC for the Development of Collier's Yard Property**

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**PURPOSE:** Consideration of a resolution of authorizing the City Manager to execute a Development Agreement between the City of Petersburg and TWG Petersburg LLC for the development of 2233 Halifax Road containing approximately 173 unimproved acres of land, commonly known as the "Colliers Yard" property, and a portion of the property located at 3501 Halifax Road, Petersburg, Virginia, containing approximately 62 unimproved acres of land,

**REASON:** TWG Petersburg LLC intends to purchase the property from the City of Petersburg for the development of a data center.

**RECOMMENDATION:** City Council approve a resolution to authorize the City Manager to execute a Development Agreement Between the City of Petersburg and TWG Petersburg LLC for the development of 2233 Halifax Road and a portion of 3501 Halifax Road.

**BACKGROUND:** City has entered into that certain Option Agreement with Developer dated January 7, 2025, whereby TWG Petersburg LLC has an option to purchase Colliers Yard from the City and begin to perform its pre-development due diligence on the Property prior to committing to purchase the Property. City has entered into an Option Agreement with TWG Petersburg LLC dated April 28, 2025 to purchase the Supporting Parcel from the City and begin to perform its pre-development due diligence on the Property prior to committing to purchase the Property. TWG Petersburg LLC has negotiated to purchase (i) that certain property located in the City and owned by City identified as parcel number 076030800 located at 2233 Halifax Road, Petersburg, Virginia, containing approximately 173 unimproved acres of land that is commonly known as the "Colliers Yard" property and a portion of certain property identified as parcel number 092010001 located at 3501 Halifax Road, containing approximately 62 unimproved acres of land. Subject to the terms and provisions of this Agreement, City desires TWG Petersburg LLC to develop and construct a data center and supporting facilities on the property.

**COST TO CITY:** n/a

**BUDGETED ITEM:** n/a

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 2/17/2026

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** n/a

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Resolution
2. Development Agreement

**DEVELOPMENT AGREEMENT**

**Between**

**CITY OF PETERSBURG, VIRGINIA**

**and**

**TWG PETERSBURG LLC**

**Dated as of [\_\_\_\_\_], 2026**

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) made as of the \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF PETERSBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter, the “City”), and **TWG PETERSBURG LLC**, a Virginia limited liability company (the “Developer”). The City and the Developer are collectively referred to as the “Parties”.

### **W I T N E S S E T H:**

**WHEREAS**, Developer has negotiated to purchase (i) that certain property located in the City and owned by City identified as parcel number 076030800 located at 2233 Halifax Road, Petersburg, Virginia, containing approximately 173 unimproved acres of land that is commonly known as the “Colliers Yard” property, as more particularly described in Exhibit A attached hereto (“Colliers Yard”); and (ii) that certain property located in the City and owned by City identified as parcel number 092010001 located at 3501 Halifax Road, Petersburg, Virginia, containing approximately 62 unimproved acres of land, as more particularly described in Exhibit B attached hereto (the “Supporting Parcel”). Colliers Yard and Supporting Parcel are referred herein collectively as, the “Property”).

**WHEREAS**, Developer is negotiating for additional privately owned property in the City (or to be annexed by the City), which if acquired by Developer will be added to this Agreement by written request of Developer, and which shall be treated as if such additional property was included in the Property.

**WHEREAS**, the City is desirous of having Developer develop a data center (the “Data Center”), on a portion of the Property, with the first phase anticipated to be at Colliers Yard, and Developer has agreed to do so in accordance with the terms of this Agreement; and

**WHEREAS**, the City has entered into that certain Option Agreement with Developer dated January 7, 2025 (the “Colliers Yard Option Agreement”), whereby Developer has an option to purchase Colliers Yard from the City and begin to perform its pre-development due diligence on the Property prior to committing to purchase the Property; and

**WHEREAS**, the City has entered into that certain Option Agreement with Developer dated April 28, 2025 (the “Supporting Parcel Option Agreement” and, collectively with the Colliers Yard Option Agreement, the “Option Agreement”), whereby Developer has obtained an option to purchase the Supporting Parcel from the City and begin to perform its pre-development due diligence on the Property prior to committing to purchase the Property; and

**WHEREAS**, subject to the terms and provisions of this Agreement, Developer desires to develop and construct a Data Center and supporting facilities on the Property (the “Project”); and

**WHEREAS**, the City has determined that development of the Project will result in substantial benefits to the welfare of the City and its inhabitants, and in furtherance of the public purposes and governmental interests being served, including, but not limited to, an increase in real estate and machine tax revenues by the City, new employment opportunities for City residents;

and

**WHEREAS**, the City has further found that the Project is in the public interest of its citizens, and is consistent with both the economic development goals of the City and the City's Comprehensive Plan; and

**WHEREAS**, the City and Developer hereby intend to set forth their respective understandings, agreements, rights and responsibilities in order to facilitate the development of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises, representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

## ARTICLE I

### GENERAL AND DEFINITIONS

Section 1.1 General. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a. The terms defined in this Article have the meanings assigned to them herein and include the plural as well as the singular;
- b. All accounting terms not otherwise defined herein have the meanings provided under generally accepted accounting principles; and
- c. The words "herein", "hereof", "hereby", and "hereunder" and other words of similar import refer to this Agreement as a whole, and not to a particular Article, Section or Subsection.

Section 1.2 Definitions. The definitions set forth below are hereby incorporated into this Agreement by reference and made a part hereof.

- a. "Building Permit" means a construction permit issued for the Project by the City Building Inspector.
- b. "Business Day" means a day other than a Saturday, Sunday, or legal holiday in the Commonwealth of Virginia.
- c. "City" means the City of Petersburg, Virginia.
- d. "City Code" means the code of the City of Petersburg, Virginia, as amended.
- e. "Colliers Yard Option Agreement" shall have the meaning set forth in the Recitals.

- f. “Council” means the City Council of the City of Petersburg, Virginia.
- g. “Data Center” shall have the meaning set forth in the Recitals.
- h. “Estoppel Certificate” shall have the meaning set forth in section 10.12.
- i. “Manager” means the City Manager of the City.
- j. “Mortgage” shall have the meaning set forth in Section 8.1.
- k. “Mortgagee” means the person or entity to whom the Property is mortgaged.
- l. “Project” means the design, development, entitlement, and construction of a data center, parking areas, and associated structures including one or more power substations on the Property, in accordance with, and subject to, all applicable zoning and other land use provisions, and all as further defined in this Agreement.
- m. “Project Architect” means the architect hired by Developer to prepare the plans and specifications for the Project.
- n. “Project Engineer” means the Developer’s Project engineer, or such other engineer Developer appoints from time to time.
- o. “Substantial Completion” means the stage in the progress of the work on the Project when the work or a designated portion thereof is sufficiently complete and in accordance with the final construction documents applicable to such work so that Developer, its tenant(s) or its assignee can occupy and/or utilize the Project for its intended purpose. An item of work shall be deemed sufficiently complete notwithstanding that punch list items have not been undertaken or completed.
- p. “Supporting Parcel Option Agreement” shall have the meaning set forth in the Recitals.

**ARTICLE II**

**REPRESENTATIONS**

Section 2.1 Representations of the City. In order to induce Developer to enter into this Agreement, City represents and warrants to Developer as follows as of the date of this Agreement:

- a. City is a municipal corporation of the Commonwealth of Virginia, duly organized and validly existing under the laws of the Commonwealth of Virginia.
- b. City is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

c. The person or persons executing or attesting to the execution of this Agreement on behalf of the City has been duly authorized and empowered to so execute or attest.

d. The execution of this Agreement on behalf of the City will bind and obligate the City to the extent provided by the terms hereof.

e. There exists no litigation, actions, suits, investigations or proceedings pending against the City, or to the City's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the City to carry out its obligations under this Agreement or the transactions contemplated hereunder.

f. This Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, and any and all actions necessary to enable the City to enter into this Agreement, including action by City Council and approval by the City Attorney, have been taken.

g. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the City is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality.

Section 2.2 Representations of Developer. In order to induce the City to enter into this Agreement, Developer represents and warrants to the City as follows as of the date of this Agreement:

a. Developer is a limited liability company duly organized and validly existing in the Commonwealth of Virginia.

b. Developer is empowered to enter into this Agreement, to be bound hereby, and to perform the obligations according to the terms hereof.

c. Any and all actions necessary to enable Developer to enter into this Agreement, and to be bound hereby, have been duly taken.

d. The person or persons executing or attesting the execution of this Agreement on behalf of Developer has or have been duly authorized and empowered to so execute or attest.

e. The execution of this Agreement on behalf of Developer will bind and obligate Developer to the extent provided by the terms hereof.

f. There exists no litigation, actions, suits, investigations or proceedings pending against Developer, or to Developer's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of Developer to carry out its obligations under this Agreement or the transactions contemplated hereunder, except for such matters as Developer has advised the City in writing.

g. This Agreement is a valid and binding obligation of Developer enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

h. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the organizational agreements creating Developer or of any agreement or instrument to which Developer is now a party or otherwise bound.

### **ARTICLE III**

#### **THE PROJECT**

##### **Section 3.1 Conveyance.**

a. The City shall convey Colliers Yard to Developer by Deed Without Warranty, for Eight Hundred Sixty-Three Thousand Four Hundred and 00/100 dollars (\$863,400.00), subject to and upon the terms of this Agreement and the Colliers Yard Option Agreement.

b. The City shall convey the Supporting Parcel to Developer by Deed Without Warranty, for One Hundred Twenty-Five Thousand and 00/100 dollars (\$125,000.00), subject to a per acre price adjustment (reduction) based on the final acres purchased and subject to and upon the terms of this Agreement and the Supporting Parcel Option Agreement.

##### **Section 3.2 Project.**

a. Subject to the City complying with its obligation contained in Section 3.1 above, Developer shall cause the Project to be developed in accordance with the provisions of this Agreement. The Project shall be designed and constructed consistent with the Project description contained in the proposals submitted by Developer to the City, as may be updated by the Developer from time to time.

b. Developer shall provide sufficient parking for the Data Center and other Project employees working there and shall otherwise meet the parking requirements established under the City Code.

c. Developer shall ensure that the primary Data Center structures (including substations) that adjoin residential properties, shall be located at least 100 feet from the shared boundary with each adjoining residence.

d. Developer will work with its Project Team to select façade typical for Data Centers and shall submit those to the City Planning Department for review prior to construction.

e. A natural and landscaped buffer fifty (50) feet in width shall be provided along the northern and eastern boundary lines of Colliers Yard in the area generally shown on the concept plan entitled "The Warrenton Group Data Center Concept - 1" prepared by Timmons Group and

dated February 21, 2025. A copy of such concept plan has been submitted to the City Planning Department. Such buffer shall be sized to provide visual screening (upon the maturity of the new landscape elements) from residences adjoining such buffer. Developer will submit a drawing of buffer images to the City Planning Department for review prior to construction.

f. Developer shall cause any and all buildings of the Data Center to meet the noise limitation of 79 dBA during the day and 72 dBA at night (or lower), as measured from the Colliers Yard property line. A pre-construction noise study shall be ordered by Developer and delivered to the City when completed; a post-construction noise study shall be submitted to the City within 180 days after receipt of the Certificate of Occupancy. The noise study shall be prepared by a Commonwealth Licensed Professional Engineer. Generator use will be limited to backup/emergency use and testing/commissioning. Any generator testing or commissioning activities shall occur only on weekdays between 8:00 a.m. and 5:00 p.m.

g. Nothing in this Agreement shall preclude the City from exercising its lawful obligations under the City Code in connection with zoning, subdivision or other land use requirements, with the issuance of a special use permit, variance or rezoning, and with the issuance of a Building Permit and any other required permits for the Project; and, the City shall provide Developer with assistance with expedited processing all such permit applications, upon request by Developer.

h. If, as a result of the Project, improvements are needed to the City's water system (the "Water System") and wastewater system (the "Sewer System"), then the Parties will enter into an amendment to this Agreement which will include engineering and construction responsibilities, an engineering and construction timeline and the process by which Developer will reimburse the City for the engineering and construction costs for the water infrastructure and wastewater infrastructure improvements needed for the Project. The City will follow all applicable procurement laws, and to the extent possible, the City will complete a competitive construction bid process.

i. Developer shall engage Dominion Energy regarding the capacity of existing power transmission lines that would serve the Project. Developer will use its commercially reasonable efforts to seek to ensure that any additional power infrastructure required to serve the Project will avoid routing through existing residential neighborhoods. Additionally, the Applicant may assess the viability of utilizing natural gas as a partial or full energy source for the Project. If natural gas is used for Project, Developer shall consult with the local natural gas provider and similarly commits to advocating that any necessary extension or enhancement of natural gas infrastructure will also avoid routing through existing residential neighborhoods.

j. To the extent required by the Virginia Department of Environmental Quality and the Army Corps of Engineers, Developer will work with said entities to comply with any requirements regarding wetlands and stream impacts and the mitigation of those impacts to the maximum extent necessary under applicable law. If any earthworks or other archaeological sensitive areas are identified, Developer will use commercially reasonable efforts to protect any such areas.

k. The Developer shall use commercially reasonable efforts to mitigate traffic impacts to the residential area adjacent to the Project site, including by directing access to the Project site during construction and post-construction operations via Halifax Road or Defense Road (with limited use of Townes Road for (i) emergency use only during construction, and (ii) secondary or ancillary purposes during operations) and not through Vesonder Drive, Ramblewood Road, Bogese Drive or Briarwood Road except for emergency egress and for access by utility providers to maintain, repair, or service utility infrastructure, including during emergencies.

l. Developer shall be responsible for obtaining all necessary permits, and shall commence construction of the Project after City's issuance of the Building Permit. Nothing in this Agreement shall be construed to require the City's issuance of any permit other than in accordance with all applicable laws and regulations.

### Section 3.3 Entitlements to Develop.

a. Exhibit C sets forth the "Project Approvals" that Developer must obtain in order to complete the project and the timeline for obtaining such approvals. It shall be Developer's sole responsibility to obtain such approvals in accordance with all applicable laws and regulations. Nothing in this Agreement shall be construed to obligate the City to issue any "approval" listed in Exhibit C other than in accordance with all applicable laws and regulations.

Following the issuance of a site permit, with the exception of approvals as required and identified in Exhibit C, no ordinance, resolution, rule, regulation, or policy of the City will prohibit or prevent the completion and occupancy of the Project in accordance with the uses, densities, designs, heights, set back requirements, signage regulations, permitted demolition and other development entitlements incorporated in the Project Approvals.

b. The Project Approvals are the only permits and/or approvals that are required from the City for Developer to develop and operate the Project, and the City shall not require Developer to obtain any additional approvals or permits to develop the Project. The Parties agree that Developer, following the issuance of a site permit, has the vested right to develop, occupy, and operate the Project (including any portion thereof) pursuant to the then in place City Code of Ordinances and adopted regulations, rules or policies. Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and absolute discretion, subject to the Project Approvals.

Section 3.4 Project Approval Timeframes. In accordance with Section 3.3, the Project Approvals are the only permits and/or approvals that are required from the City for Developer to complete and operate the Project or any portion thereof under applicable law. The City agrees to process all Project Approvals in accordance with the timeframes set forth on Exhibit C in good faith and in accordance with the City Code of Ordinances. Nothing herein prohibits Developer from seeking other or further reviews, permits or approvals as may be desirable, in Developer's sole discretion, in connection with the Project. In accordance with the timeframes set forth in Exhibit C, the City shall expedite processing of all Project Approvals (including staff review and processing as well as actions by boards and commissions, if any, with any reasonable third-party permit review or similar costs being borne by the Developer) and any other approvals or actions

requested by Developer. The City shall not, under any circumstances, unreasonably withhold, condition, or delay approval of any action requested by Developer with respect to the Project, including without limitation the Project Approvals, provided Developer reasonably complies with the then applicable City Code of Ordinances.

Section 3.5 Designation of Technology Zone and Other Incentives. Following the identification of an end-user by the Developer, the City agrees to work in good faith with the end-user (and Developer) to consider local incentives and to consider designating the Property a “Technology Zone” which will allow for permit fee waivers, expedited plan review (which the Developer pays for), waiver of connection fees.

Section 3.6 Assistance with Lot Reconfiguration or Consolidation. The City agrees to cooperate with any requests by Developer for lot consolidations, subdivisions or reconfigurations of the Property requested by Developer to the extent legally permissible.

Section 3.7 Omitted.

Section 3.8 Reservation of Governmental Authority; Non-Discrimination. This Agreement does not limit or restrict the City’s ability or rights to exercise of its future legislative or governmental authority, nor does it attempt to delegate its responsibilities. The approvals and commitments made in this Agreement are limited to the City’s exercise of its proprietary authority and shall not be construed to restrict or affect the City’s future legislative or police powers, particularly with respect to the health, safety, and welfare of the community. The City and Developer acknowledge that future modifications to municipal laws or regulations may be necessary, not only for the protection of public health, safety, and welfare, but also for other legitimate municipal purposes. The Developer agrees that such changes, when made in good faith and applied uniformly, will not constitute a breach of this Agreement, provided they are enacted to serve public interests. To the extent permitted by law, the City agrees that any special assessments, taxes, or charges will be determined in accordance with applicable law and will not be designed or applied in a manner that unfairly or discriminatorily targets the Project.

Section 3.9 Special Taxes and Assessments. Developer shall have the right, to the extent permitted by law, to protest, and oppose against any and all Taxes, including Taxes imposed with respect to any assessment districts, infrastructure financing, or community facilities districts, community taxing districts, maintenance districts, or other similar districts. The City agrees that, following identification of an end-user, it will consider a request for an economic benefits or similar agreement for a reimbursement of certain taxes, but nothing in this Agreement requires the City to enter into such an agreement.

Section 3.10 Construction Activities. Developer shall commence construction of the Project after the issuance of all necessary permits and approvals required for the Project, Developer shall construct the Project in accordance with the final construction documents as the same may be modified from time to time by the Project Team at the direction of Developer. The general contractor for the Project shall follow all applicable City ordinances and rules, including any insurance and bonding requirements.

Section 3.11 Completion Deadlines. Developer shall submit mass grading and site plans within thirty-six (36) months of conveyance of the Property to Developer. Subject to force majeure, Developer shall achieve Substantial Completion of the construction of the first phase of the Project (the initial building for tenant operations) on or before the thirty-six (36) month anniversary of the date that the Building Permit for such phase is issued, provided, however, that the Developer may request extension of this completion deadline by twelve (12) months for good cause, upon written request to the City whose approval of the extension shall not be unreasonably conditioned, delayed or withheld. Prior to the commencement of construction of the first phase of the Project, Developer shall submit a schedule for the construction of the additional phases of the Project to the City for review. In the event that Substantial Completion of the first phase of construction of the Project is not achieved by the forty-eight (48) month anniversary, Developer may, for good cause determined at the reasonable discretion of the City, request an additional extension to a date mutually agreed upon in writing by the City and Developer. Subject to extensions for force majeure, and except as otherwise extended by mutual agreement of the Parties, the Developer will inform the City in writing within twenty-four (24) months of Developer's acquisition of the Property whether the Developer will develop a Data Center.

Section 3.12 Project Signage. Signage for the Project shall be subject to all applicable laws and regulations including but not limited to the City municipal code and Zoning Ordinance.

Section 3.13 Project Team. Developer's project team (collectively, "Project Team") currently includes Project Engineer; Cultural Resources – ECS; Zoning Counsel – Williams Mullen; Title Company – Stewart Title; Surveyor – Timmons Group and such other professionals and consultants as Developer deems necessary to complete the Project. Nothing in this Agreement limits the right of Developer to change the Project Team members.

## **ARTICLE IV**

### **ADDITIONAL CITY RESPONSIBILITIES**

Section 4.1 Zoning and Permitting. Developer shall be responsible for obtaining all necessary zoning changes, subdivisions, special use permits, variances, permits, certificates of occupancy, and/or certificates of zoning compliance and/or other technical changes and permits as are necessary for the development of the Project. To the extent legal and proper, the City shall expedite the processing of all permits and other applications concerning the Project filed by or for Developer.

Section 4.2 City Process and Review. The City shall provide a plan review and building inspection team dedicated to the timely review of any plans and the timely performance of all inspections required for the design, construction, development, and occupancy of the Project. In addition, the City shall designate an overall project manager (the "Project Manager") who, upon request of Developer, shall assist Developer with the development of the Property. This Project Manager will be responsible for coordinating any requests that Developer may have, including any request to convene meetings between representatives of Developer and its Project Team and the City or other local building, regulatory, and/or local utility officials to address any anticipated or

emerging construction challenges, and facilitate the permitting and site development process within the statutory authority of the City. The Developer will pay the cost of a third-party reviewer engaged by the City to expedite its reviews.

Section 4.3 Other Governmental Approvals. The City shall cooperate in good faith with Developer in connection with obtaining any approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or Project as the Parties agree may be necessary or desirable in connection with the development and/or operation of the Project in the manner contemplated under this Agreement. The City will cooperate with Developer on any regional infrastructure and other requests, including with Dinwiddie County. The City shall expedite any City action required in connection with obtaining any such approvals and permits. The City acknowledges that certain Commonwealth of Virginia (the “State”) incentives may require the cooperation of the City. During the Term, the City agrees to use its best efforts and take all actions reasonably required to enable Developer to secure the benefits of any incentives from the State.

Section 4.4 Rights of Access and Grants of Easements.

a. Access. The right of entrance and egress in travel along any street or drive within the boundaries of the Property shall be provided to the City for the purpose of fire and police protection and maintenance of water mains; provided, access shall be made in adherence with Developer’s and its tenants’ sign-in, security, and access control policies and requirements (the “Secure Access Protocols”). Developer shall have the right, in its sole discretion, from time to time, to add, remove, change or amend any Secure Access Protocols: only the City’s representative(s) granted security clearance may enter the property; the City shall provide names for all persons requiring access to the property; the City representative(s) shall arrive at the security gate located on the property and present government and City-issued identification; the City’s representative(s) shall be issued access control badges and be accompanied by owner’s security escorts at all times; when all activity by City’s representative(s) has been completed the representative(s) shall check out at the security gate. The City’s access shall be subject to at least forty-eight (48) hour advance notice to owner, except in the case of an emergency.

b. Third Party Utility and Landscaping Easements. The City will cooperate with the providers of utility services for electricity, natural gas and telecommunications, to permit the timely extension of these utility services to agreed-upon entry points or interconnection points on the property. The City will reasonably cooperate with property owners adjacent to the Property for the purpose of securing any and all necessary easements to support the extension of those utility services to the Property. The City will provide a copy of any franchise agreement or other agreement that permits utilities in the right-of-way.

c. Temporary Construction Easements. The City shall not unreasonably withhold approval of any requests by Developer for necessary temporary construction easements required for the development of the property. Any such easements shall be formally processed in accordance with all applicable laws and regulations.

Section 4.5 Removal of Easements. The City agrees to cooperate with the Developer

regarding Developer's efforts to remove or relocate easements set forth in Exhibit D.

Section 4.6 Surveys. Upon the execution of this Agreement, the City will make available to Developer all plats, surveys and title insurance policies or title commitments referencing the Property, in its possession.

Section 4.7 Extension of Utility Lines. The Developer shall be responsible for extending water and sanitary sewer lines (wastewater) to the Property.

Section 4.8 Water and Sewer Representations of the City. The City represents, warrants, and covenants to Developer each of the following, as of the Effective Date:

a. Current Capacity. The City has available, as of the Effective Date, approximately [3MGD] of water capacity available for future growth, including for this Project, which will be served by the City water system. The City has available, as of the Effective Date, approximately [3MGD] of wastewater capacity available for future growth, including for this Project, which will be served by the City wastewater system. For the avoidance of doubt, and notwithstanding any other provision in this Agreement, this Agreement shall not bind the City to provide all available water or wastewater to the Project, but the City will work in good faith with the Developer to offer the Project water and wastewater from that capacity, and, if the Developer elects to expend its own funds to deliver additional water and wastewater to the Project, the City will cooperate and use its best efforts to utilize or acquire (with costs being borne by the Developer), such capacity as the Developer requests.

b. Backup Systems. The City will reasonably cooperate with and not object if Developer elects to install, construct and maintain infrastructure and equipment related to establishment of redundant and/or backup water supply and sewer resources, subject to Developer's compliance with the applicable local, state and federal laws and regulations.

Section 4.9 Fees and Rates for Connection and Service. The City agrees that during the Term, it will not charge Developer (i) any additional fees or rates attributable solely to the Project or the Property other than applicable inspection fees and tap fees, each in accordance with the City's published fee schedules, or (ii) any additional fees or rates with the express or inferred intent to specifically or inequitably target the Project or Property.

Section 4.10 Future Utility Infrastructure. To the extent it becomes necessary, as reasonably determined by Developer, now or in the future for the City to construct or cause to be constructed any infrastructure improvements in connection with the Project in order to provide City Utility Services to the Project, those infrastructure improvements shall be made by the City with all deliberate speed and either (a) funded directly by the Developer or (b) paid for over time by the Developer through capital rate or similar charges (over and above water and wastewater rates), provided that the Developer shall not be responsible for the costs of such infrastructure disproportionately to its benefits.

Section 4.11 Protection of Confidential Information. The City will protect all Developer or its tenants' confidential information to the maximum extent permitted by law. Developer's trade secrets disclosed to the City include, but are not limited to, Developer's water need, Developer's sewer need, and the timing thereof.

## **ARTICLE V**

### **ADDITIONAL DEVELOPER RESPONSIBILITIES**

Section 5.1 Compliance with Laws, Regulations and Policies. Notwithstanding any language to the contrary in this Agreement, Developer shall materially comply with all applicable federal, state, and local laws, regulations and enactments, including, but not limited to, all land use, approval, and permitting requirements contained in the City Code, and policies of City in the prosecution of all activities relating to the design and construction of the Project, and shall obtain all necessary licenses and permits required thereunder.

Section 5.2 Topographic Survey. Developer shall cause the Property Engineer or other consultant to prepare a topographic survey for Colliers Yard.

Section 5.3 Preliminary Engineering Report on City Water and Sewer Upgrades. The Project Engineer, working in conjunction with the City Department of Public Works, shall prepare a report providing recommendations for the upgrade and/or extension of existing City water and sewer services to the Property line of the Property that will be adequate to serve the Project.

## **ARTICLE VI**

### **TERM AND EVENTS OF DEFAULT**

Section 6.1 Term. The term of this Agreement shall be from the Effective Date until the completion of construction of all phases of the Project, with the Developer providing the City notice of completion of the Project; provided, that the obligations of Sections 3.2, 3.7 – 3.9, 4.8-4.12 and Articles VI-X shall survive (the "Term").

Section 6.1 Events of Default Caused by Developer. Each of the following shall constitute an event of default ("Event of Default") by Developer:

a. Breach of any material covenant, obligation or requirement of Developer arising under this Agreement or the Option Agreement, and the continuation of such breach for ninety (90) days after receipt of written notice from the City specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such ninety (90) day period, the failure of Developer to commence to cure such breach within such ninety (90) day period and to diligently pursue same to completion. This includes but is not limited to the Developer adhering to the time periods for completion and/or substantial completion as specified in this Development Agreement and any of its Exhibits.

b. The filing by Developer of a voluntary proceeding, or the consent by Developer to an involuntary proceeding, under present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

c. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer or Owner in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days.

Section 6.2 Events of Default Caused by the City. Each of the following shall constitute an Event of Default by the City:

a. Failure of the City to convey title pursuant to the Option Agreement.

b. If the City is constructing the infrastructure for the water and sewer lines being extended to the Property (at the Developer's cost), failure to deliver water and sewer to the Property line by the deadline mutually agreed upon by the City and Developer.

Section 6.3 Withdrawal for Infeasibility. If within twenty-four (24) months of the acquisition of the Property Developer determines that changes in the political, financial, or market environment make the Project (or any portion thereof) substantially infeasible (including, if lenders and investors cannot be found to finance it consistent with now-current market conditions for acceptable levels of sponsor risk), then Developer may in its sole discretion terminate this Agreement by written notice and have no liability to the City, but shall provide the City the right to repurchase the Property (the "Reverter Right") at fair market value, as determined by a third-party appraiser reasonably selected by agreement of the Parties. Developer shall have the right to extend this 24-month period by six (6) months up to three times. The City's Reverter Right shall be available to the City for ninety (90) days following written notice from the Developer to allow time for the City to secure financing, provided, however, that this Reverter Right may not be assigned by the City without the consent of the Developer.

Section 6.4 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may exercise any remedies available to it at law or in equity, and all remedies under this Agreement shall be cumulative and not restrictive of other remedies, including, without limitation, specific performance; provided, however, that that no Party may compel specific performance of the construction of the Project and no remedy shall be disproportionate to the Event of Default. If the City is the defaulting party with respect to the sale of the Property, it shall reimburse Developer for its reasonable out of pocket costs incurred by Developer related to the Project up to the date of Default.

In no event shall a defaulting Party be responsible to the other Party for consequential, exemplary or punitive damages. No personal liability shall accrue hereunder against either Party's individual officials, officers, employees or agents.

## ARTICLE VII

### INDEMNIFICATION

Developer and/or its affiliates are and shall be in exclusive control of the Project, and the City shall not in any event whatsoever be liable for any injury or damage to any person or property happening on, in, about or in connection with the Project, or any part thereof, unless said injury or damage is the proximate result of the City's fault or negligence. Developer shall indemnify and hold harmless the City and all entities claiming by, through or under the City from all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from, directly or indirectly, any and all injuries or damages (including, without limitation, death) to persons or property alleged to arise out of the use and occupation of the Project, and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and other costs of defending against such claims, suits, actions and proceedings). Developer shall assume on behalf of City and all entities claiming by, through or under the City, and conduct with due diligence and in good faith, the defense of all such claims, suits, actions and proceedings against the City or any entity claiming by, through or under the City, whether or not Developer is joined therein, even if such claims, suits, actions or proceedings be groundless, false or fraudulent and Developer shall bear the costs of all judgments and settlements in connection therewith; provided, however, without relieving Developer of Developer's obligations under this Agreement, the City or any entity claiming by, through or under the City may defend or participate in the defense of any or all of such claims, suits, actions or proceedings.

## ARTICLE VIII

### MORTGAGEE RIGHTS

Section 8.1 Right to Finance and Grant a Mortgage. Notwithstanding any other provisions of this Agreement, Developer shall at all times have the right to encumber, pledge, grant, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a mortgage (a "Mortgage") to secure the payment of any loan or loans obtained by Developer to finance the construction of the Project, the acquisition of the Property, or any permanent Mortgage, subject to all obligations of Developer hereunder.

Section 8.2 Notice of Breaches to Mortgagees. In the event the City gives written notice to Developer of a breach of its obligations under this Agreement, the City shall forthwith furnish a copy of the notice to the Mortgagees that have been identified to the City by Developer. To facilitate the operation of this Section, Developer shall at all times keep the City advised with an up-to-date list of Mortgagees.

Section 8.3 Mortgagee May Cure Breach of Developer. In the event that Developer receives notice from the City of a breach by Developer of any of its obligations under this Agreement and such breach is not cured by Developer pursuant to the provisions of this Agreement, the City shall, in addition to the notice provided in Section 10.4 hereof, give notice of

the failure to cure on the part of Developer to the Mortgagee at the expiration of the period within which Developer may cure as set forth in this Agreement. Then the Mortgagee may proceed to cure any such failure and the Mortgagee, and if it elects to cure such default, shall give the City written notice of its intention so to cure within ninety (90) days after the receipt of the additional notice herein set forth. In the event that the Mortgagee elects to proceed to cure any such default, the Mortgagee shall do so within the applicable cure period contained in this Agreement; provided, however, that the commencement of the cure period for the Mortgagee shall commence on the date the Mortgagee notifies the City of the Mortgagee's election to cure such default and each applicable cure period shall be deemed doubled in length for the Mortgagee. For purposes of this Section 8.3, an Event of Termination caused by Developer shall be deemed a breach by Developer of its obligations under this Agreement.

## **ARTICLE IX**

### **DISPUTE RESOLUTION**

Developer and the City will work in good faith to resolve any unexpected issues or complications during the Development in a timely and equitable manner resulting in mutual agreement. Unless otherwise agreed, the Parties will follow this dispute resolution process:

- a. The terms of the dispute shall be submitted in writing to the other Party.
- b. Representatives designated by each of the Parties will meet within five (5) business days of receipt of a written notice of a dispute and attempt to mediate a resolution.
- c. If the parties are unable to resolve the dispute on their own, a facilitated mediation will be held with each party responsible for its own costs and expenses and one-half of the cost of the mediator.
- d. In the event any disputes cannot be resolved by a mediated agreement, either party shall have the right to place the matter before a court of competent jurisdiction selected in accordance with the provisions of this Agreement.

## **ARTICLE X**

### **MISCELLANEOUS**

#### **Section 10.1 Assignment.**

- a. This Agreement is binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. During the Term, Developer will not, without the prior written consent of the City, assign this Agreement, or any of the rights, benefits or obligations hereunder. Notwithstanding the foregoing, the Parties hereby agree that Developer may without the City's consent make: (i) sales and/or leases of portions of the Project and/or Property to tenants, users, third-party developers, or other third-parties; (ii) sales and/or leases of portions of the Project and/or Property to affiliates and (iii) grant a security interest to secure a

mortgage and/or collaterally assign all or a portion of Developer's rights hereunder to a lender for financing purposes. Except for assignment to affiliates, mortgages and collateral assignments described in the preceding sentence, the assignment of any of Developer's obligations under this Agreement to any non-affiliate third-party shall be accompanied by an assignment and assumption agreement executed by Developer and the assignee and approved by the City Council and executed by the City, pursuant to which such assignee expressly assumes and agrees to be bound by all of Developer's obligations under this Agreement (or, in the event the assignment is of or relates to only a portion of the Project, Property, and/or this Agreement, then such obligations to the extent they relate to such portion). The City shall not unreasonably withhold, condition or delay its approval of an assumption agreement. Following execution of such an assumption agreement, the Developer will be released from any and all obligations and liabilities assigned and assumed thereunder.

Section 10.2 Consents and Approvals. The City and Developer commit to work harmoniously with each other, and except in instances (if any) where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that Developer acknowledges that this covenant does not apply to permits required from the City in connection with the Project.

Section 10.3 Entire Agreement. This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Developer for the Project and Improvements. This Agreement may only be modified by written instrument executed by the City and Developer.

Section 10.4 Notices. All notices, consents, approvals or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when personally delivered, (ii) 3 business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below, (iii) one business day after being deposited with a reputable overnight courier, or (iv) when sent by e-mail with automated or verbal confirmation of receipt promptly confirmed by original communication as hereinabove provided, addressed as set forth below:

Developer: TWG Petersburg LLC  
c/o The Warrenton Group  
14 Ridge Square, NW  
Suite 300  
Washington, DC 20016  
Attention: Warren C. Williams  
Email: wwilliams@warrentongroup.com

With a Copy to: Kelly Booker  
14 Ridge Square, NW  
Suite 300  
Washington, DC 20016  
Email: kbooker@warrentongroup.com

And to: Vorys  
1909 K Street NW, Suite 900  
Washington, DC 20006 - 1152  
Attention: Sean Byrne  
Email: [spbyrne@vorys.com](mailto:spbyrne@vorys.com)

Cooley LLP  
11951 Freedom Drive  
Reston, Virginia 20190  
Attention: John Lavoie  
Email: [jlavoie@cooley.com](mailto:jlavoie@cooley.com)

City: City of Petersburg  
135 North Union Street  
Petersburg, VA 23803  
Attention: City Manager  
Email: [maltman@petersburg-va.org](mailto:maltman@petersburg-va.org)

With a Copy to: City of Petersburg  
135 North Union Street  
Petersburg, VA 23803  
Attention: City Attorney  
Email: [awilliams@petersburg-va.org](mailto:awilliams@petersburg-va.org)

Either party may change its address for notice purposes by giving notice thereof to the other parties, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

Section 10.5 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall; at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

Section 10.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to an original, and such counterparts shall constitute one and the same instrument.

Section 10.7 Choice of Laws and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, including its conflicts of laws provisions. Any lawsuit action, or proceeding arising under this Agreement shall, to the extent there is jurisdiction over the parties and subject matter, be brought exclusively in a court located in Petersburg, Virginia.

**WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR RELATING THERETO OR ARISING FROM THE RELATIONSHIP WHICH IS THE SUBJECT OF THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

Section 10.8 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Developer or as constituting Developer as the agent, employee, or representative of the City for any purpose or in any manner under this Agreement, it being understood that at all times herein mentioned, Developer was and remains an independent contractor hereunder.

Section 10.9 Representatives Not Individually Liable. No member, official, representative, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement. No partner, member, representative, or employee of Developer shall be personally liable to the City in the event of any default or breach by Developer for any amount which may become due to the City or on any obligations under the terms of this Agreement.

Section 10.10 Ancillary Documents. The Manager is the City's representative for the purpose of acting behalf of the City to execute any and all other documents necessary or appropriate to effectuate the transactions contemplated by this Agreement and to grant such approvals and consents on behalf of the City, unless approval of City Council is first required.

Section 10.11 Broker. The City and Developer each represent and warrant for itself that it has not dealt with any broker in connection with this Agreement and each covenants and agrees to indemnify and hold the other harmless from and against any claim; cost, liability, or expense (including reasonable attorney's fees) arising or resulting from a breach of this warranty to the extent legally permissible under Virginia law.

Section 10.12 Estoppel. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice from the other Party, execute, acknowledge and deliver to the other Party (and in the case of the City, to a prospective lender, tenant or purchaser of any of the Property) an estoppel certificate (certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications, that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default of this Agreement (or if another Party is then in default hereof, stating the nature and details of such default) (an "Estoppel Certificate"), it being intended that any such statement delivered pursuant to this paragraph may be conclusively relied upon by an addressee of such Estoppel Certificate made in accordance with the provisions of this Agreement.

Section 10.13 Payment or Performance on Saturday, Sunday, or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is not a Business Day, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding Business Day.

Section 10.14 Incorporation into Agreement. All exhibits, schedules, and recitals form a part of this Agreement.

Section 10.15 Conflict of Terms. This document has been prepared by the Developer and shall be construed under Virginia law. Notwithstanding, it is the intention of the City and Developer that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable. If any term of this Agreement is deemed by a Court of competent jurisdiction to be invalid or unenforceable, it shall be deemed severed from this Agreement, and the remaining terms shall remain in full force and effect.

Section 10.16 No Waiver. No failure on the part of the City or Developer to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

Section 10.17 Time is of the Essence. TIME IS OF THE ESSENCE in the performance of the obligations of Developer and the City under this Agreement.

Section 10.18 Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America or any other governmental entity (unless caused by the intentionally wrongful acts or omissions of the Party), market-wide embargos, fire, flood, drought (but subject to the provisions of Section 4.11), hurricanes, tornadoes, fires, explosions, floods, acts of God or a public enemy, war, riot, civil commotion, insurrection, epidemics, pandemics, market-wide strikes, market-wide labor disputes, vandalism or civil commotion. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible. Notwithstanding anything to the contrary contained herein, water shortages shall not constitute force majeure and the Parties' obligations in the event of a water shortage shall be governed by Article IV.

Section 10.19 Further Assurances and Cooperation. Upon request, each Party agrees (i) to furnish to the other Party such further information, (ii) to execute and deliver to the other Party such other documents, and (iii) to do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement. If Developer elects to proceed with water infrastructure or wastewater infrastructure improvements at Developer's cost in accordance with Section 3.2(h), the City agrees to support Developer in seeking State funding to support those

improvements. The City shall support and cooperate in good faith with Developer in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or Project as may be necessary or desirable in connection with developing and/or operating the Project in the manner contemplated under this Agreement and (ii) similar documents and instruments that may be required from third parties and (iii) economic development incentives, throughout the term of those incentives.

**IN WITNESS WHEREOF**, The City has caused this Agreement to be duly executed in its name and on its behalf by the Manager of the City of Petersburg, Virginia, and Developer has caused this Agreement to be duly executed in its name and on its behalf by its authorized signatory.

**CITY OF PETERSBURG, VIRGINIA**

By: \_\_\_\_\_(Seal)

Name: John M. Altman, Jr.

Title: City Manager

**TWG PETERSBURG LLC**, a Virginia limited liability company

By: \_\_\_\_\_(Seal)

Name: Warren C. Williams

Title: Chief Executive Officer

**EXHIBIT A**

**Colliers Yard Property Description**

**EXHIBIT B**

**Supporting Parcel Description**

## **EXHIBIT C**

### **Project Approvals**

#### Development Review and Approval Process

##### Subdivision Plat (including boundary line adjustments, consolidations, and easement plats)

###### How to Submit

- Complete application in [online portal](#).

###### Submittal Requirements

- Review the [subdivision requirements and process](#) found in the City's Ordinance.
- Digital copy only for review.
- Once all comments are addressed, provide four (4) hard copies with notarized signatures for City approval.

###### Process and Turnaround Times for Reviews

- The Planning Department takes in applications.
- Review comments are then sent to the applicant from the Planning Department. Applicant is then to address the comments and resubmit to the City.
- Review times
  - One month for the initial review.
  - Two weeks for the second review.
  - One week for the third review.
- Approvability letter sent once all comments are addressed.

###### Reviewer(s)

- Planning Staff (Development Review Team and third party review as necessary)

\* [Preliminary Plat](#) is required for subdivisions of more than fifty (50) lots. Site plan is required for major subdivisions requiring new streets, utilities, or public improvements.

###### Fees

- \$25.00 plus \$2.00 per lot, exclusive of original

#### Site Plan or Subdivision Plan

###### How to Submit

- Complete application in [online portal](#).

###### Submittal Requirements

- Review the [site plan review requirements and process](#) found in the City's Ordinance.

- Optional (recommended) – Meeting with the Development Review Team to ask questions and receive initial thoughts, concerns, and comments on the project before a formal submittal.
- Required – Completed application, application fee, digital copy of plans, and one (1) hard copy of plans.
- Once all comments are addressed, approval letter is sent. One (1) hard copy of the approved plan is submitted to Planning and Community Development to be signed and kept on file. The applicant may submit as many additional hard copies as desired to be signed and returned, including any sets required to be posted on site or used during land disturbance permitting.

#### Process and Turnaround Times for Reviews

- Review Times\*
  - Four (4) weeks for the first review.
  - Three (3) weeks for the second review.
  - Two (2) weeks for the third review.
- All submittals and resubmittals should be completed in [online portal](#).
- Approval letter and comment letters will be provided to the applicant from Planning and Community Development.

\* Once plans are reviewed two (2) times, a \$250.00 resubmittal fee must be provided. Reviewer(s)

- Neighborhood Services – Reviews application and plans for code compliance.
  - Baldev Krishan at [bkrishan@petersburg-va.org](mailto:bkrishan@petersburg-va.org)
- Planning - Reviews plot plan for setbacks, easements, and zoning compliance.
  - Jared Crews at [jcrews@petersburg-va.org](mailto:jcrews@petersburg-va.org)
- Utilities – Reviews plot plan and application for water line and sanitary sewer availability, and encroachments into water and sewer easements looking at City Codes §114-66, 114-68, 114-201 and 114-204 focused on utility requirements.
  - Peter Eggers at [peggers@petersburg-va.org](mailto:peggers@petersburg-va.org)
- Stormwater Management – Reviews site plan for erosion control, drainage, water quality/quantity and Chesapeake Bay Act, floodplain management, and other environmental features including wetlands.
  - Darryl Walker at [dwalker@petersburg-va.org](mailto:dwalker@petersburg-va.org)
- Fire Marshal – Reviews for required fire suppression and detection systems Fire Department accessibility Ex. fire lanes and fire apparatus roads, fire department connections and their location and fire hydrant location and distancing to ensure compliance with all applicable fire codes.
  - Lemar Johnson [lpjohnson@petersburg-va.org](mailto:lpjohnson@petersburg-va.org); Rufus Atkins [ratkins@petersburg-va.org](mailto:ratkins@petersburg-va.org)
- Budget Management – Reviews application for proffer payments (when applicable)
  - Billing and Collections at [citycollector@petersburg-va.org](mailto:citycollector@petersburg-va.org)
- Engineering Division - Reviews site plan for all items within street right-of-way; traffic related items; items outside the street right-of-way such as utilities, drainage structures, curbing, sidewalks, etc.
  - Brian Copple [bcopple@petersburg-va.org](mailto:bcopple@petersburg-va.org) and Bill Riggleman at [bill@petersburg-va.org](mailto:bill@petersburg-va.org)
- Police Department – Reviews site plan for safety and service response concerns.
  - Larry Mann at [lmann@petersburg-va.org](mailto:lmann@petersburg-va.org)

## Fees and Securities

- A Performance Security Bond, as required, for construction by the Engineering Division and/or landscaping bond as required by Planning and Community Development.
- \$800.00 + \$50.00 per acre disturbed after first acre (Cashier's Check; Check; Money Order)

## Land Disturbance Permit

### How to Submit

Coordinate with the Stormwater Program Manager for a preapplication meeting via email to Darryl Walker at [dwalker@petersburg-va.org](mailto:dwalker@petersburg-va.org).

Once the meeting is completed, submit the land disturbance application to Darryl Walker at [dwalker@petersburg-va.org](mailto:dwalker@petersburg-va.org) following [these guidelines](#).

### Submittal Requirements

All plans and plan sheets must be folded to 8.5" x 14" when submitted to allow filing. You may submit materials in 3-ring binders designed to hold 8.5" x 11" pages.

- For a single-family house project, one (1) copy of an "Agreement In Lieu of a Plan."
- For other projects, six (6) copies of a site plan, including an erosion and sediment control plan; two (2) copies of the required stormwater management calculations; and one original, signed and notarized copy of the land disturbance application; and, in addition, one (1) set of documents to be returned to the applicants with an approval stamp.

More requirements can be found [here](#).

### Process and Turnaround Times for Reviews

- Once a complete application is received, reviews are generally completed within two (2) weeks.

### Reviewer(s)

Darryl Walker at [dwalker@petersburg-va.org](mailto:dwalker@petersburg-va.org)

### Fees and Bonds

- No fee for single-family residential projects with less than 10,000 square feet of disturbed land, not located in a subdivision. (Building Permit approval constitutes a Land Disturbance Permit);
- For all other projects: \$250.00, plus \$50.00 for every acre or part thereof more than one acre.
- No fee for Enterprise Zone projects.
- Submit to the City of Petersburg a performance bond, cash escrow, or an irrevocable letter of credit as surety for the erosion control measures as determined by the engineer. Applicants are required to estimate these costs, however, the City of Petersburg is not required to accept the applicant's costs estimates if these do not correspond to the standards contained in the current edition of the Virginia Erosion and Sediment Control Handbook.

## Building Permit

### How to Submit

- Permits are submitted via email to Renee' Hawkins at [rhawkins@petersburg-va.org](mailto:rhawkins@petersburg-va.org). Applications can be found [here](#).

### Submittal Requirements

- Can be found [here](#).

### Process and Turnaround Times for Reviews

- Reviews are completed in two (2) weeks.
- New construction requires engineered plans.

### Reviewer(s)

The following reviewers are engaged, as needed:

- Planning and Community Development, Maxwell Gorman at [mgorman@petersburg-va.org](mailto:mgorman@petersburg-va.org)
- Building Inspections – John Hines at [jhines@petersburg-va.org](mailto:jhines@petersburg-va.org)
- Utilities – Peter Eggers at [peggers@petersburg-va.org](mailto:peggers@petersburg-va.org)
- Stormwater Management – Darryl Walker at [dwalker@petersburg-va.org](mailto:dwalker@petersburg-va.org)
- Fire Marshal (commercial projects) – Jim Reid at [jreid@petersburg-va.org](mailto:jreid@petersburg-va.org)
- Engineering Division - Bill Riggelman at [bill@petersburg-va.org](mailto:bill@petersburg-va.org) or Brian Copple at [bcopple@petersburg-va.org](mailto:bcopple@petersburg-va.org)

### Fees

- Can be found [here](#). [Subject to Section 3.14 of the Agreement.]

### Issuing a Certificate of Occupancy

A Certificate of Occupancy is issued following a final building inspection (if required). Final building inspections are conducted by Neighborhood Services and the Fire Marshal, as needed. The certificate of occupancy will then be routed to the Zoning Administrator for signature to ensure compliance with zoning before issuance by Neighborhood Services by Renee' Hawkins at [rhawkins@petersburg-va.org](mailto:rhawkins@petersburg-va.org).

**EXHIBIT D**

**Easements**

[May be added after execution of this Agreement]

## **RESOLUTION**

### **A Resolution Authorizing the City Manager to Execute a Development Agreement Between the City of Petersburg and TWG Petersburg LLC for Development of 2233 Halifax Road and a portion of 3501 Halifax Road**

**WHEREAS**, On January 7, 2025, the City of Petersburg entered into a development agreement with TWG Petersburg LLC for the development of the property located at 2233 Halifax Road and on April 28, 2025 entered into a development agreement for the development of a portion of the property located at 3501 Halifax Road; 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 authorizes the City Manager to execute the development agreement between the City of Petersburg and TWG Petersburg LLC for development of 2233 Halifax Road and a portion of 3501 Halifax Road.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

**THROUGH:**

**FROM:** March Altman, Jr.

**RE:** **Public Hearing for the Consideration of a Resolution Authorizing the Issuance of One or More Series of General Obligation and Refunding Bonds of the City of Petersburg in the Maximum Aggregate Principal Amount of \$5,600,000 to Refund the City’s Outstanding Water and Sewer Revenue Bond, Series 2015 and Pay All Related Costs of Issuance**

**PURPOSE:** 2015A Bond Refunding

**REASON:** Funding will be used to begin implementation of identified General Fund Capital Needs and Utility Infrastructure Improvements.

**RECOMMENDATION:** Approval of the issuance of GO Bond Anticipation Notes to address capital improvement needs.

**BACKGROUND:** In May 2015, the City issued \$7,380,000 of Series 2015A bonds through the Virginia Resources Authority (VRA) for water and wastewater projects. There is now a potential refunding opportunity for these bonds. At the January 20, 2026, City Council meeting, Davenport and Company presented the proposed plan of refunding/refinancing for City Council discussion. Council discussed the proposal with staff and Davenport. At the conclusion of the discussion, Council authorized the City Manager and Davenport to move forward with issuing a Request for Proposal (RFP) for distribution to banking institutions and moving forward with a VRA application. Responses to the RFP are due on February 10, 2026.

At the February 17, 2026, City Council meeting, Council will conduct a public hearing to consider the approval of resolution authorizing the refunding through either VRA or a direct bank loan.

The refunding will save the City approximately \$320,000 or \$21,000 annually.

**COST TO CITY:** N/A

**BUDGETED ITEM:**

**REVENUE TO CITY:** \$21,000 annual savings (\$320,000 total)

**CITY COUNCIL HEARING DATE:** 2/17/2026

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

**AFFECTED AGENCIES:** Department of Finance

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Resolution Authorizing the Issuance and Sale of the Series 2015A Bonds.

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Petersburg VA Refunding Summary 1.14.26
2. Resolution approving 2015 Bond refunding - bank option
3. Resolution Authorizing 2015 Refunding-VRA option
4. Specimen VRA refunding bond

# Potential Refunding Opportunities for Debt Service Savings

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City of Petersburg, Virginia



January 20, 2026



- Davenport & Company LLC (“Davenport”) has served as the Financial Advisor to the City of Petersburg (the “City”) since 2016.
- Over the past ten (10) years, Davenport has assisted the City with Direct Bank Loans, Public Issuances, and issuances through the Virginia Resources Authority (“VRA”) for both New Money needs and Refunding opportunities.
- As Financial Advisor to the City, Davenport routinely reviews the City’s debt portfolio for opportunities to refinance existing debt for debt service savings.
- Based on our review of the City’s debt portfolio, we have identified the 2015A Bonds as a potential refunding candidate.
- On the following pages, Davenport has provided a summary of this potential refunding opportunity through the 2026 VRA Spring Pool or a Direct Bank Loan (a “Dual Track Process”) based on current market conditions as of 1/7/2026.
- As a direct result of the City’s strong investment grade credit ratings, the potential opportunity to refinance exists.



## *The Potential Refunding Opportunity...*

- In May 2015, the City issued \$7,380,000 of Series 2015A Bonds through VRA for water and wastewater projects, which are now a Potential Refunding Opportunity.
  - The 2015A Bonds eligible to be refunded are as follows:
    - Maturities: 11/1/2026 – 11/1/2040
    - Par Amount: \$5,365,000
    - Interest Rates: 3.00% - 5.00%
    - Call Date: Currently callable at 100% (i.e., no penalty)
  
- The City is in a very good position to take advantage of this Potential Refunding Opportunity because of the leadership of City Council and Management, which has resulted in the following:
  - ✓ Structurally balanced budgets, which have allowed the City to improve its fiscal health;
  - ✓ Significantly improved fund balance and liquidity;
  - ✓ Elimination of reliance on cash flow Revenue Anticipation Note (“RAN”) borrowings; and
  - ✓ Very strong A1/AA-/A+ credit ratings – a significant achievement since 2016.



## *The Dual Track Process...*

- The City may have an opportunity to refund the callable 2015A Bonds in the **VRA 2026 Spring Pool** or through a **Direct Bank Loan** to achieve debt service savings if interest rates remain favorable.
  - Because the 2015A Bonds are currently callable (i.e., past the call date of 11/1/2025), the 2015A Bonds could be refunded on a Tax-Exempt basis.
  
- Should the City decide to move forward with this refunding, the next steps include the distribution of a Direct Bank Loan RFP and an application to VRA for participation in the 2026 Spring Pool.
  - Formal City Council approvals under either approach would occur in March.

# Summary | Preliminary Refunding Results

Current Market as of 1/7/2026 | 2026 VRA Spring Pool | All Callable Bonds



- In the Current Market, the City may be able to lock in approximately \$320,000 in savings – approximately \$21,000 annually or 4.8% on a present value basis.
  - Please note that is in excess of the industry standard benchmark of 3% present value savings.
  - The refinancing does not extend the final maturity, only exchanging higher interest rates for lower interest rates.
- The summary information reflected below illustrates the preliminary estimated results (and market sensitivity) as of January 7, 2026.

	<u>Current Market</u>	<u>Current Market + 25 bps</u>	<u>Current Market - 25 bps</u>
Bonds Refunded	\$5.4M	\$5.4M	\$5.4M
Refunded Interest Rate (Average Coupon)	4.3%	4.3%	4.3%
Refunding Bonds Issued	\$4.9M	\$5.0M	\$4.8M
Interest Rate (All-in Cost)	3.7%	3.9%	3.5%
Total Savings (\$)	\$320,000	\$210,000	\$427,000
Present Value Savings (%)	4.8%	3.1%	6.5%
Average Annual Savings	\$21,000	\$14,000	\$28,000

# Preliminary Timeline | Dual Track Process



Date	Task
January 20	<b>City Council Meeting</b> <ul style="list-style-type: none"><li>■ Davenport briefs the City Council on the refunding opportunity.</li></ul>
On/About January 21	RFP distributed to local, regional, and national banking institutions.
February 6	VRA Application due (non-binding, no costs incurred).
February 10	RFP responses due.
February 17	<b>City Council Meeting</b> <ul style="list-style-type: none"><li>■ Davenport provides an update to the City Council on the refunding opportunity.</li><li>■ City Council considers approval of a resolution authorizing the refunding through either VRA or a Direct Bank Loan.</li></ul>
March 20	Deadline for City Council action if VRA is the selected refinancing alternative.
Early April	Close on Direct Bank Loan, if selected.
April 28	VRA Bond Sale (interest rates locked in).
May 12	VRA Bond Closing.

# Municipal Advisor Disclosure



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons,

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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**CITY OF PETERSBURG, VIRGINIA**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$5,600,000  
PRINCIPAL AMOUNT OF A GENERAL OBLIGATION REFUNDING BOND OF THE  
CITY OF PETERSBURG, VIRGINIA AND PROVIDING FOR THE FORM, DETAILS  
AND PAYMENT THEREOF  
(BANK OPTION)**

**Adopted on February 17, 2026**

Be it resolved by the Council of the City of Petersburg, Virginia:

**Section 1     Definitions**

Unless the context shall clearly indicate some other meaning, the following words and terms shall for all purposes of the Resolution and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto for all purposes of any opinion or instrument or other documents therein or herein mentioned, have the following meanings:

“**Act**” shall mean the Public Finance Act, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended.

“**Bond**” shall mean the General Obligation Refunding Bond, Series 2026, as authorized to be issued hereunder.

“**Bond Counsel**” shall mean Sands Anderson PC or another attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the City.

“**Bond Fund**” shall mean the Bond Fund established by Section 6(a).

“**Bondholder**” or “**Holder**” shall mean the registered owner of the Bond.

“**Business Day**” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banks generally are open for business in the Commonwealth of Virginia.

“**City**” shall mean the City of Petersburg, Virginia.

“**City Charter**” shall mean the City Charter of the City of Petersburg, Virginia, Chapter 259 of the 1962 Acts of Assembly, as amended.

“**Clerk**” shall mean the Clerk of Council.

“**Closing Date**” shall mean the date on which the Bond is issued and delivered to the Bondholder.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations, procedures and rulings thereunder.

“**Commonwealth**” shall mean the Commonwealth of Virginia.

“**Council**” shall mean the City Council of the City of Petersburg, Virginia.

**“Interest Account”** shall mean the Interest Account in the Bond Fund established by Section 6(a).

**“Interest Payment Date”** [\_\_\_\_\_] and [\_\_\_\_\_] of each year, beginning [\_\_\_\_\_] , 2026.

**“Lender”** shall mean [\_\_\_\_\_], as purchaser of the Bond.

**“Maturity Date”** shall mean [\_\_\_\_\_], 20[\_\_\_].

**“Mayor”** shall mean the Mayor or Vice Mayor of the City.

**“Outstanding”** shall mean, as of a particular date, the Bond authenticated and delivered under this Resolution except:

- (i) if the Bond is cancelled by the City at or before such date;
- (ii) if cash equal to the principal amount of the Bond, with interest to the date of maturity, shall have been deposited with the Paying Agent prior to maturity;
- (iii) the Bond for the redemption or purchase of which cash or noncallable direct obligations of the United States of America, equal to the redemption or purchase price thereof to the redemption or purchase date, shall have been deposited with the Paying Agent, for which notice of redemption or purchase shall have been given in accordance with the Resolution;
- (iv) the Bond in lieu of, or in substitution for which, another Bond shall have been authenticated and delivered pursuant to this Resolution; and
- (v) if such Bond is deemed paid under the provisions of Section 9, except that such Bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of actually being paid.

**“Paying Agent”** shall mean a qualified bank or trust company selected by the City Manager hereunder or the City Treasurer acting as Paying Agent hereunder as designated and authorized under Section 3 or the successors or assigns serving as such hereunder.

**“Principal Account”** shall mean the Principal Account in the Bond Fund established by Section 6(a).

**“Proceeds Fund”** shall mean the Proceeds Fund established by Section 4.

**“Refunded Bonds”** shall mean the City’s outstanding Water and Sewer Revenue Bond, Series 2015.

“**Registrar**” shall mean the Paying Agent, or the successors or assigns serving as such hereunder.

**Section 2      Findings and Determinations**

The Council hereby finds and determines that (i) the City is in need of funds to be used by the City for refinancing the Refunded Bonds to achieve debt service savings for the City and for costs of issuance of the Bonds and for costs of issuance of the Bond, (ii) the refinancing of the Refunded Bonds, will be for municipal purposes of the City, will benefit the health, safety and welfare of the citizens of the City, all for purposes which will serve the City, (iii) the most effective, efficient and expedient manner in which to provide such funds is by the issuance of a tax-exempt general obligation and refunding bond in the maximum principal amount of \$5,600,000 issued by the City as further described herein to be sold to the Bondholder, which has offered to purchase the same on certain terms and conditions pursuant to a Bond Purchase Agreement between the City and the Bondholder (**the “Bond Purchase Agreement”**) a form of which has been presented to the Council, the issuance of such Bond being within the power of the City to contract debts, borrow money and make and issue evidence of indebtedness, and (iv) the issuance of the Bond is in the best interests of the City and its citizens.

**Section 3      Authorization, Form and Details of the Bond**

There is hereby authorized to be issued a general obligation and refunding bond for purpose of refinancing the Refunded Bonds and to pay certain costs of issuance of the Bond, all as described in Section 2 above. The Bond authorized herein shall be designated as “General Obligation and Refunding Bonds, Series 2026”, shall be issuable as a fully registered bond, without coupons, shall be dated the Closing Date, shall be numbered R-1, shall bear interest payable semiannually on each [\_\_\_\_\_] and [\_\_\_\_\_] , commencing [\_\_\_\_\_] , 2026 with principal payable on the Maturity Date, at a rate per annum not to exceed [\_\_\_\_\_] % in accordance with the provisions of the Lender’s written proposal to purchase the Bond, and shall mature on the Maturity Date. [INSERT REDEMPTION PROVISIONS HERE].

The Bond is hereby authorized to be issued under the City Charter and the Act. The Bond shall bear interest from the date on which the Bond is authenticated. Interest on the Bond shall be computed on the basis of 30-day months and a 360-day year.

Principal of, and interest on, the Bond shall be payable in lawful money of the United States of America. Principal of and interest on the Bond shall be payable by wire transfer to the registered holder on the payment dates of the Bond.

The Bond shall be printed, lithographed or typewritten and shall be substantially in the form herein below set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, including such variations, insertions and omissions as

shall be necessary to issue the Bond under a system of book-entry for recording the ownership and transfer of ownership of rights and to receive payments of principal of and interest on the Bond and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

If any principal of, or interest on, the Bond is not paid when due (whether at maturity, by acceleration or call for redemption, or otherwise), then, to the extent permitted by law, the overdue installments of principal shall bear interest until paid at the same rate as set forth in the Bond.

The Bond shall be signed by the facsimile or manual signature of the Mayor. The facsimile of the City's seal shall be printed thereon or manually impressed thereon and attested by the facsimile or manual signature of the Clerk. In case any officer whose signature or facsimile of whose signature shall appear on the Bond shall cease to be such officer before delivery of the Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he remained in office until such delivery. The Bond may bear the facsimile signature of or may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign the Bond although on the date of delivery of the Bond such persons may not have been such officers.

The Bond shall bear a certificate of authentication, in the forms set forth below, duly executed by the Registrar. The Registrar shall authenticate the Bond with the signature of an authorized officer of the Registrar. Only the authenticated Bond shall be entitled to any right or benefit under this Resolution, and such certificate on the Bond issued hereunder shall be conclusive evidence that such Bond has been duly issued and is secured by the provisions hereof.

The Paying Agent shall act as Registrar and shall maintain Registration Books for the registration and the registration of transfer of the Bond. A qualified bank or trust company selected by the City Manager hereunder or the City Treasurer will be designated and authorized to act as Paying Agent and Registrar hereunder. The transfer of the Bond may be registered only on the books kept for the registration and registration of transfer of the Bond upon surrender thereof to the Registrar together with an assignment duly executed by the registered holder in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer, the City shall execute and the Registrar shall authenticate and deliver, in exchange of the respective Bond, a new registered Bond registered in the name of the transferee of the same series, maturity and interest rate as the Bond so exchanged in any denomination or denominations authorized by this Resolution.

The Registrar shall not be required to make any such registration or registration of transfer during the fifteen (15) days immediately preceding an Interest Payment Date, the Maturity Date or a redemption date.

Prior to due presentment for registration of transfer for the Bond, the Registrar shall treat the registered holder as the person exclusively entitled to payment of principal of, premium, if any, and interest on, the respective Bond and the exercise of all other rights and powers of the Holder.

If any Bond has been mutilated, lost or destroyed, the City shall execute and the Registrar shall authenticate and deliver a new Bond of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the City and the Registrar shall execute, authenticate and deliver such Bond only if the Holder has paid the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of a lost or destroyed Bond, has furnished to the City and the Registrar (a) evidence satisfactory to them that such Bond was lost or destroyed and the Holder was the Owner thereof and (b) indemnity satisfactory to them. If the Bond has matured, instead of issuing a new Bond, the Registrar may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

If the Bond has been paid (whether at maturity, by acceleration or otherwise) or delivered to the Paying Agent for cancellation, such Bond shall not be reissued and the Registrar shall, unless otherwise directed by the City, cremate, shred or otherwise dispose of such Bond. The Registrar shall deliver to the City a certificate of any such cremation, shredding or other disposition of such Bond.

CUSIP identification numbers may be printed on the Bond, but such numbers shall not be deemed to be a part of the Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the City or any of the officers or agents thereof because or on account of said CUSIP numbers.

The Bond, the Certificate of Authentication and the provision for the assignment to be inserted in the Bond shall be substantially in the following form, to-wit:

**“FORM OF BOND”**

**No. R-1**

**Dated: \_\_\_\_\_, 2026**

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA, CITY OF PETERSBURG  
GENERAL OBLIGATION REFUNDING BOND,  
SERIES 2026**

**Interest Rate: [\_\_]%**

**Maturity Date: [\_\_\_\_], 20[\_\_]**

**Registered Holder: [\_\_\_\_\_]**

**Principal Sum: [\_\_\_\_\_] AND 00/100 DOLLARS (\$\_\_\_\_\_.00)**

**KNOW ALL MEN BY THESE PRESENTS**, that the City of Petersburg, Virginia (**hereinafter sometimes referred to as the “City”**), a municipal corporation and city of the Commonwealth of Virginia, for value received hereby promises to pay to the registered holder (named above, hereinafter, the “Lender” or the “Holder”), or assigns on the Maturity Date (specified above), subject to prepayment or prior redemption as hereinafter provided, the Principal Sum outstanding (specified above) by wire transfer to the registered holder on the payment dates set forth below by \_\_\_\_\_ (**the “Paying Agent”**), and to pay interest on said Principal Sum, from the date of authentication hereof until the payment of said Principal Sum by wire transfer to the registered holder on the payment dates set forth below, at the rate per annum (specified above) payable as follows:

Commencing on [\_\_\_\_] 1, 202[\_\_\_] and on each [\_\_\_\_\_] and [\_\_\_\_], thereafter, to and including the Maturity Date (**each an “Interest Payment Date”**), interest at the rate set forth above, calculated on the basis of a 360-day year of twelve 30-day months. The principal balance outstanding on this Bond along with interest accrued and unpaid hereunder shall be paid in full on the Maturity Date.

[INSERT REDEMPTION PROVISIONS HERE]

Upon a Determination of Taxability (as defined below), the interest rate on this Bond shall be automatically adjusted to the Taxable Rate (as defined below) from the Date of Taxability (as defined below). For purposes of this Bond, the following terms have the following meanings:

“Date of Taxability” means the earliest date as of which interest on this Bond shall have been determined to be includable in the gross income of the Lender pursuant to a Determination of Taxability.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Lender notifies the City that it has received a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability (as defined below) has occurred unless, within 180 days after receipt by the City of such notification from such Lender, the City shall deliver to the Lender (A) a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of Internal Revenue (or any other governmental official exercising the same or a substantially similar function from time to time) or (B) a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings by the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the City shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Lender the interest on this Bond due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the City have been afforded the opportunity, at the sole expense of the City, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Lender, the City shall immediately reimburse such Lender for any payments such Lender shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Taxability” means the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Bond which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes.

“Taxable Rate” means the interest rate per annum that shall provide the Lender with the same after-tax yield that the Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Determination of Taxability. The Lender shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Both principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this Bond does not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of, and interest on, this Bond as provided in the Resolution.

No registration, transfer or exchange of this Bond shall be permitted within fifteen (15) days of a payment date, the Maturity Date or the date of prepayment or redemption of this Bond.

This Bond is an authorized series in the aggregate principal amount of up to \$5,600,000 authorized of like date and tenor, except for number and denomination, and is issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including the City Charter of the City of Petersburg, Virginia (Chapter 259 of the 1962 Acts of Assembly, as amended) and Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the Resolution duly adopted by the Council on February 17, 2026 (**the “Resolution”**).

This Bond shall bear interest from the date on which this Bond is authenticated. Interest on this Bond shall be computed on the basis of 30-day months and 360-day year.

This Bond is transferable only upon the registration books kept at the office of the Registrar by the registered holder hereof, or by his duly authorized attorney, upon surrender of this Bond (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed by the registered holder or his duly authorized attorney, which may be the form endorsed hereon) and subject to the limitations and upon payment of the charges, if any, as provided in the Resolution, and thereupon as provided in the Resolution a new Bond, in the aggregate principal amount and of the same series, interest rate and maturity as the Bond surrendered, shall be issued in exchange therefor. The City and the Registrar shall deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

**THIS BOND IS A GENERAL OBLIGATION OF THE CITY FOR THE PAYMENT OF WHICH THE CITY'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE CITY COUNCIL IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BOND, TO THE EXTENT OTHER FUNDS OF THE CITY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.**

Reference is hereby made to the Resolution and to all of the provisions thereof to which any holder of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and nature and extent of the security for this Bond; the conditions upon which the Resolution may be amended or supplemented without the consent of the holder of this Bond and upon which it may be amended only with the consent of the holder of this Bond affected thereby; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the City; the provisions discharging the Resolution as to this Bond and for the other terms and provisions of the Resolution.

This Bond shall not be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

**IN WITNESS WHEREOF**, the City of Petersburg, Virginia, by its Council has caused this Bond to be signed by the Mayor and attested by the Clerk of Council, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Bond to be dated as set forth above.

**(SEAL)**

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Bond described in the within-mentioned Resolution.

**REGISTRAR - \_\_\_\_\_**

By: \_\_\_\_\_  
City Treasurer

**DATE OF AUTHENTICATION:**  
\_\_\_\_\_, 2026

**[FORM OF ASSIGNMENT]**

For value received, the undersigned hereby sells, assigns, and transfers unto

---

Please insert social security number or other tax identification number of assignee:

[\_\_\_\_\_]

Name and address of assignee, including zip code:

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\_\_\_\_\_ the within-mentioned Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney-in-fact, to transfer the same on the registration books thereof maintained in the office of the within-mentioned Registrar with the full power of substitution in the premises.

**DATED:** \_\_\_\_\_

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**BOND:** The signature to this assignment must correspond with the name of the registered holder that is written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed

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**NOTICE:** Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

## **SCHEDULE**

**Section 4      Creation of Proceeds Fund**

There is hereby established a fund to be designated the “Proceeds Fund, City of Petersburg, Virginia, Bond General Obligation and Refunding Bonds, Series 2026.”

**Section 5      Payments into Proceeds Fund**

A portion of the funds received from the proceeds of the sale of the Bond after payment of certain costs of issuance of the Bond, shall be deposited into the Proceeds Fund to be used to pay costs of the Refunded Bonds and costs of issuance of the Bond in accordance with applicable law.

**Section 6      Creation of Bond Funds**

a. There is hereby established a trust fund to be designated the “Bond Fund, City of Petersburg, Virginia, General Obligation and Refunding Bonds, Series 2026”, in which Bond Fund there are hereby established two accounts, an Interest Account and a Principal Account. As and when received, monies shall be deposited into the appropriate account of the Bond Fund, and payments from the Bond Fund shall be made as follows:

i. to the Interest Account in the Bond Fund, subject to credit, if any, or proceeds of the Bond deposited therein, on [\_\_\_\_\_] and [\_\_\_\_\_] , beginning [\_\_\_\_\_] , 2026, and on the Maturity Date, an amount equal to the amount of interest that will become due on the Bond on the Interest Payment Date or Maturity Date; and

ii. to the Principal Account in the Bond Fund on the Maturity Date an amount equal to the principal that is required to be deposited into the Principal Account in order to pay the principal amount outstanding due on the Bond on the Maturity Date.

**Section 7      Accounts Within Funds**

Any fund or account created by this Resolution may contain such accounts or subaccounts as may be necessary for the orderly administration thereof.

**Section 8      Investment of Funds**

The City shall separately invest and reinvest any monies held in the funds established by this Resolution in investments which would mature in amounts and at times so that the principal of, premium, if any, and interest on, the Bond can be paid when due at maturity thereof.

Permissible investments include investments in securities that are legal investments under Chapter 45 of Title 2.2 of the Code of Virginia of 1950, as amended (Section 2.2-4500 *et seq.*) and which are otherwise in compliance with Section 15.2-2619 of the Act. The City Treasurer, if and as necessary, is authorized to utilize the Virginia State Non-Arbitrage Program (“SNAP”) in connection with the investment of the proceeds of the Bond.

**Section 9     Defeasance**

The obligations of the City under this Resolution and covenants of the City provided for herein shall be fully discharged and satisfied as to the Bond and the Bond shall no longer be deemed to be Outstanding thereunder when the Bond shall have been purchased by the City and cancelled or destroyed, when the payment of principal of the Bond, plus interest on the principal to the due date thereof either (a) shall have been made or (b) shall have been provided for by irrevocably depositing with the Paying Agent for the Bond, money sufficient to make such payment, or direct and general obligations of, or obligations the principal of, and interest on, which are guaranteed by, the United States of America, maturing in such amounts and at such times as will insure the availability of sufficient monies to make such payment.

**Section 10    General Obligation**

The Council, in accordance with Section 15.2-2624 of the Act, is hereafter authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any and interest on the Bond, to the extent other funds of the City are not lawfully available and appropriated for such purpose.

**Section 11    Event of Default**

Each of the following shall constitute an event of default hereunder:

- a. Failure to pay the principal of the Bond when due;
- b. Failure to pay interest on the Bond when due;
- c. Failure of the City to perform any other covenant or agreement contained in this Resolution, which failure shall have continued for 60 days after the notice thereof from the Holders of the Bond; provided, however, that if any such failure shall be such that it cannot be cured or corrected within a 60-day period but is, in fact, susceptible of cure or correction, it shall not constitute an Event of Default if curative or corrective action is instituted within said period and diligently pursued until the failure of performance is cured or corrected;
- d. The instituting of any proceeding with the consent of the City for the purpose of effecting composition between the City and its creditors or for the purpose of adjusting the claims of creditors pursuant to any federal or state statute; or
- e. If the City for any reason shall be rendered incapable of fulfilling its obligations under this Resolution.

In case an Event of Default shall occur, subject to the provisions referred to in the preceding paragraph, the Holders of the outstanding Bond shall have the right to protect the rights vested in such Holder by the Resolution by such appropriate judicial proceeding as such Holder shall determine either by suit in equity or by action at law.

**Section 12    Enforcement by Bondholder**

The Holder of the Bond may by mandamus or other appropriate proceeding at law or in equity in any court of competent jurisdiction, enforce and compel performance of this Resolution and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties and requirements to be done or performed by the City by the Resolution or by the applicable laws of the Commonwealth.

**Section 13    Modification of Bond Resolution**

The City may without the consent of any Bondholder make any modification or amendment of this Resolution required to cure any ambiguity or error herein contained or to make any amendments hereto or to grant to the Bondholders additional rights.

The Holders of the outstanding Bond shall have the power to authorize any modifications to this Resolution affecting the outstanding Bond proposed by the City other than as permitted above; provided that without the consent of the Holder of the Bond affected thereby, no modifications shall be made which will (a) extend the time of payment of principal of, or interest on, the Bond or reduce the principal amount thereof or the rate of interest thereon or any alteration of prepayment provisions; (b) give to the Bond any preference over any other note or bond secured equally and ratably therewith; (c) deprive the Bondholders of the security afforded by this Resolution, or (d) reduce the percentage in principal amount of the Bond required to authorize any modification to the Resolution.

**Section 14    Application of Proceeds; Sale of Bond**

Proceeds derived from the sale of the Bond together with other monies available therefor shall be used to pay the costs of issuance and other expenses of the City relating to the issuance of the Bond and thereafter any remaining funds shall be deposited in the Proceeds Fund and shall be used for the purposes specified in Section 2 of this Resolution and otherwise used in accordance with the provisions of this Resolution or an opinion of Bond Counsel. Interest accruing on the principal of the Proceeds Fund and any profit realized from it may be transferred to the Bond Fund to be applied to the payment of interest on the Bond.

**Section 15     No Arbitrage Covenant and Covenants and Designations as to the Code**

The City hereby covenants that it will not use or invest, or permit the use or investment of any proceeds of the Bond, in a manner that would cause the Bond to be subjected to treatment under Section 148 of the Code and the regulations adopted thereunder as an “arbitrage bond,” and to that end the City shall comply with applicable regulations adopted under said Section 148 of the Code.

The City covenants to comply with the Code provisions requiring that any issuance of “governmental bonds,” as defined therein, be subject to certain requirements as to rebate and timing and type of payments to be paid for from the proceeds of such notes or bonds, as well as other additional requirements. In order to assure compliance with such Code provisions, the City has entered into a Compliance Certificate, to comply with such requirements and covenants therein that it will not breach the terms thereof.

**Section 16     Further Actions Authorized**

The Mayor and Clerk of Council and the City Manager, City Treasurer, and all other officers, employees and agents of the City are hereby authorized and directed to take any and all such further action and to modify such documents and terms relating to the issuance of the Bond, including but not limited to the terms of payment, amounts, dates, redemption dates and terms, and agreements with the Lender, if any, as shall be deemed necessary, appropriate or desirable in order to effectuate delivery of, and payment for, the Bond all in accordance with the Resolution. The signature of such officers on such documents or certificates shall be conclusive evidence of such determination.

Furthermore, terms and provisions of the Bond may be subsequently modified by a resolution of the Council as may be deemed necessary, appropriate or desirable without modifying this Resolution and without further public hearing.

**Section 17     Invalidity of Sections**

If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining portions of this Resolution.

**Section 18     Headings of Sections, Table of Contents**

The headings of the sections of this Resolution and the Table of Contents appended hereto or to copies hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of such sections of this Resolution.

**Section 19    Effectiveness and Filing of Resolution**

The Council hereby declares that this Resolution shall become effective upon its passage as provided for in the Act. A certified copy of this Resolution shall be filed by the City Clerk with the Clerk of the Circuit Court of the City. The filing of this Resolution with the Clerk of the Circuit Court of the City shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The members of the Council voted as follows:

Ayes

Nays

Absent

Abstentions

Adopted this 17<sup>th</sup> day of February, 2026.

The undersigned Clerk of Council of the City of Petersburg, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Council held on February 17, 2026, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing resolution, a quorum was present and action was taken in an open meeting.

Dated this \_\_\_\_\_ day of February, 2026.

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Clerk of Council  
City of Petersburg, Virginia

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**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF A  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2026, OF THE CITY OF  
PETERSBURG, VIRGINIA AND PROVIDING FOR THE FORM, DETAILS AND  
PAYMENT THEREOF**

**WHEREAS**, the City Council (**the “City Council”**) of the City of Petersburg, Virginia (**the “City”**) has previously issued its \$7,380,000 Water and Sewer Revenue Bond, Series 2015 (**the “2015 Bond”**), which was issued to finance and refinance various public utility capital improvements in the City (**together, the “Project”**);

**WHEREAS**, the City Council has been advised that the Virginia Resources Authority (**“VRA”**), a public body corporate and political subdivision of the Commonwealth of Virginia, is willing to refinance and restructure all or a portion of the 2015 Bond at favorable rates resulting in debt service savings to the City;

**WHEREAS**, the City desires to issue one or more series of general obligation refunding bonds to prepay, redeem and refund all or a portion of the 2015 Bond, subject to the terms and conditions herein; and

**WHEREAS**, VRA has indicated its willingness to purchase such bond from a portion of the proceeds of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2026 (**as more particularly defined in the below defined Local Bond Sale and Financing Agreement, the “VRA Bonds”**) and to provide a portion of the proceeds thereof to the City to refund the 2015 Bond in accordance with the terms of one or more Local Bond Sale and Financing Agreements to be dated as of a date specified by VRA, between VRA and the City (**together, the “Local Bond Sale and Financing Agreement”**), the form of which has been presented to this meeting;

**WHEREAS**, VRA has advised the City that the sale date of the VRA Bonds is tentatively scheduled for \_\_\_\_\_, 2026 but may occur, subject to market conditions, at any time between \_\_\_\_\_, 2026 and \_\_\_\_\_, (**the “VRA Sale Date”**), and that VRA’s objective is to pay the City an amount which, in VRA’s judgment, reflects the market value of the Bond (as defined below) (**the “Purchase Price Objective”**), taking into consideration such factors as the purchase price received by VRA for the VRA Bonds, the underwriters’ discount and other issuance costs of the VRA Bonds, and other market conditions relating to the sale of the VRA Bonds;

**WHEREAS**, the Local Bond Sale and Financing Agreement shall provide that the refunding of the 2015 Bond achieves an aggregate net present value debt service savings of not less than [3%] of the refunded par amount of the 2015 Bond (**the “Targeted Savings”**); and

**WHEREAS**, the Local Bond Sale and Financing Agreement shall provide that the terms of the Bond (as defined below) will not exceed the parameters set forth herein.

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

**1. Issuance of Bond.** Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (**the “Act”**), the City Council hereby authorizes the issuance and sale of one or more general obligation refunding bonds of the City to provide funds to refund all or a portion of the 2015 Bond and to pay related issuance and financing costs incurred in connection with issuing such Bond (as defined below). The City elects to issue the Bond pursuant to the Act. The Bond may be issued in one or more series reflecting the various City projects refinanced thereby and the treatment of the corresponding VRA Bonds for federal income tax purposes.

**2. Authorization of Local Bond Sale and Financing Agreement.** The form of the Local Bond Sale and Financing Agreement submitted to this meeting is hereby approved. The Mayor of the City, Vice Mayor of the City, and City Manager, any of whom may act, are authorized to execute the Local Bond Sale and Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer executing the Local Bond Sale and Financing Agreement, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Bond to VRA shall be upon the terms and conditions of the Local Bond Sale and Financing Agreement. The proceeds of such Bond shall be applied in the manner set forth in the Local Bond Sale and Financing Agreement. All capitalized terms used but not defined herein shall have the same meaning as set forth in the Local Bond Sale and Financing Agreement.

**3. Bond Details.** The Bond shall be issued in an aggregate principal amount not to exceed \$5,600,000 consisting of one or more registered bonds designated “General Obligation Refunding Bond, Series 2026” (**the “Bond”**), shall be numbered R-1, shall be dated on or within 31 days prior to the closing date of the VRA Bonds, and shall mature no later than December 31, 2040. The City Council authorizes the issuance and sale of the Bond to VRA on terms as shall be satisfactory to the City Manager; provided, however, that the aggregate net present value debt service savings resulting from refunding of the 2015 Bond shall not be less than the Targeted Savings and the Bond shall be subject to optional redemption upon the terms set forth in the Local Bond Sale and Financing Agreement. Subject to the preceding terms, the City Council further authorizes the VRA to determine the aggregate total of principal and interest payments on the Bond, establish an amortization schedule for the Bond including the dates and amounts and the optional and extraordinary prepayment provisions, if any, of the Bond, all in accordance with the provisions hereof.

As set forth in the Local Bond Sale and Financing Agreement, the City agrees to pay such “supplemental interest” and other charges as provided therein. The principal of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America.

**4. Payment and Redemption Provisions.** The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Local Bond Sale and Financing Agreement. The City may, at its option, redeem, prepay or refund the Bond upon the terms determined in accordance with Section 3 above and set forth in the Local Bond Sale and Financing Agreement.

**5. Execution and Form of Bond.** The Bond shall be signed by the Mayor or Vice Mayor of the City and the City's seal shall be affixed thereon and attested by the City Clerk. The Bond shall be issued as a typewritten bond in substantially the form of Exhibit A attached hereto, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such officers, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

**6. Pledge of Full Faith and Credit.** The City's full faith and credit are pledged to secure the payment of the principal of, premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the City agrees to levy an annual tax upon all property subject to local taxation in the City sufficient to pay the principal of and premium, if any, and interest on the Bond.

**7. Preparation of Printed Bond.** The City shall initially issue the Bond in typewritten form. Upon request of the registered owner and upon presentation of the Bond at the office of the Registrar (as hereinafter defined), the City shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Bond in typewritten form, in denominations of \$5,000 and multiples thereof (except that one Bond may be issued in an odd denomination of not less than \$5,000), of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice Mayor of the City, the City's seal affixed thereto and attested by the City Clerk; provided, however, that if both such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled.

**8. Registration and Transfer of the Bond.** The City appoints the City Manager as paying agent and registrar (the "**Registrar**") for the Bond. If deemed to be in its best interest, the City may at any time appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, and interest, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books on the 15th day of the month preceding each interest payment date.

**9. Mutilated, Lost or Destroyed Bond.** If the Bond has been mutilated, lost or destroyed, the City shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the City shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the City in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the City evidence satisfactory to the City that such Bond was lost or destroyed and (b) has furnished to the City satisfactory indemnity.

**10. Arbitrage Covenants.** The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the VRA Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (**the “Code”**), or otherwise cause interest on the VRA Bonds (except for any VRA Bonds issued on a taxable basis) to be includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of the Tax Compliance Agreement (as defined below) that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the City receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the VRA Bonds (except for any VRA Bonds issued on a taxable basis) from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The City shall pay any such required rebate from legally available funds.

**11. Tax Compliance Agreement.** Such officers of the City as may be requested are authorized and directed to execute and deliver a tax compliance agreement in relation to the Bond (**the “Tax Compliance Agreement”**) in the form approved by the Mayor or Vice Mayor of the City or the City Manager, or any of them, in collaboration with the City’s bond counsel, with such completions, omissions, insertions and changes as may be approved by the officers of the City executing such Tax Compliance Agreement, whose approval shall be evidenced conclusively by the execution and delivery thereof.

**12. Private Activity Bond Covenant.** The City covenants that it shall not permit the proceeds of the Bond or the Related Financed Property (as defined in the Local Bond Sale and Financing Agreement) to be used in any manner that would result in (a) 5% or more of such proceeds or the facilities financed with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or the facilities financed with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the City receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the VRA Bonds issued as tax-exempt from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the City need not comply with such covenants.

**13. Redemption of 2015 Bond.** The City Manager is authorized and directed to select the portion of the 2015 Bond to be redeemed and to take all proper steps to call for redemption all or the portion of the 2015 Bond designated for redemption and cause such portion or all of the 2015 Bond to be prepaid and refunded in full.

**14. Official Statement.** The City authorizes and consents to the inclusion of information with respect to the City contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. The Mayor of the City, the Vice Mayor of the City or the City Manager, each of whom is authorized to act, are authorized and directed to take whatever actions are necessary and/or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12, including execution and delivery of a continuing disclosure agreement as deemed necessary by VRA.

**15. SNAP Investment Authorization.** The City Council has determined to authorize the City Manager, if and as necessary, to utilize SNAP in connection with the investment of the proceeds of the Bond.

**16. Qualified Tax-Exempt Obligation.** To the extent the City intends to satisfy the requirements set forth in Section 265(b)(3) of the Code, and if requested by VRA, the City Manager is hereby authorized to designate the Bond for purposes of such Section.

**17. Other Actions.** All other actions of City officials in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond and the prepayment, redemption and refunding of the portion of the 2015 Bond to be refunded are ratified, approved and confirmed. The City officials are authorized and directed to execute and deliver all agreements, certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Bond pursuant to this Resolution and the Local Bond Sale and Financing Agreement and the refunding of the portion of the 2015 Bond to be refunded.

**18. Effectiveness and Filing of Resolution.** This Resolution shall become effective immediately upon its passage. After such passage, a certified copy of this Resolution shall be filed by the Clerk with the Clerk of the Circuit Court of the City of Petersburg, Virginia. The filing of this Resolution with the Clerk of the Circuit Court of the City of Petersburg, Virginia shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act. Any ordinances or resolutions inconsistent herewith previously adopted by the City Council are amended to be consistent with this Resolution.

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On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was adopted at a regular meeting of City Council on February \_\_, 2026. Members of the Council voted as follows:

<u>YES</u>		<u>NO</u>
<u>ABSTAINED</u>		<u>ABSENT</u>

Adopted this \_\_\_ day of February, 2026.

The undersigned City Clerk of the City Council of the City of Petersburg, Virginia, hereby certifies that the foregoing constitutes a true and correct copy of an Resolution adopted at a meeting of the City Council of the City of Petersburg, held on February \_\_, 2026. I hereby further certify that such a meeting was a regular meeting, duly called and held, and that during the consideration of the foregoing Resolution, a quorum was present.

\_\_\_\_\_  
 City Clerk, City Council of the  
 City of Petersburg, Virginia

*[Interest on this bond is intended by the issuer thereof to be included in gross income for federal income tax purposes.]*

**REGISTERED**

**REGISTERED**

**R-1**

\_\_\_\_\_, 2026

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA**

**CITY OF PETERSBURG**

**General Obligation Refunding Bond  
Series 2026**

The City of Petersburg, Virginia (**the “City”**), a municipal corporation and political subdivision of the Commonwealth of Virginia, for value received, acknowledges itself in debt and promises to pay to the Virginia Resources Authority, or its registered assigns or legal representative (**“VRA”**), solely from the sources hereinafter described and pledged to the payment of this bond the principal sum of \_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_). Principal of this Bond shall be payable in annual installments in the amounts and on the dates set forth in Schedule I attached hereto. Interest on this Bond shall be payable on each April 1 and October 1, commencing [October 1, 2026,] computed on the basis of a 360-day year of twelve 30-day months at the rates set forth in Schedule I.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond within five days after its due date, the City shall pay to VRA a late payment charge in an amount equal to five percent (5%) of the overdue installment.

Subject to the provisions of the Local Bond Sale and Financing Agreement dated as of \_\_\_\_\_, 2026 (**the “Local Bond Sale and Financing Agreement”**), between VRA and the City, so long as this Bond is held by VRA or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this Bond at the address that appears on the 15th day of the month preceding each interest payment date on the registration books kept by the City Manager, who has been appointed registrar and paying agent, or any successor bank or trust company (**the “Registrar”**). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. “Business Day” means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia.

This Bond has been authorized by a resolution adopted by the City Council of the City on \_\_\_\_\_, 2026 (**the “Resolution”**), and is issued pursuant to the Constitution and statutes of

the Commonwealth of Virginia, including the Public Finance Act of 1991 and the Local Bond Sale and Financing Agreement. Proceeds of this Bond will be used to provide funds to (a) refinance all or a portion of the outstanding principal amount of the City's \$7,380,000 Water and Sewer Revenue Bond, Series 2015 (the "2015 Bond") and (b) pay the issuance and financing costs incurred in issuing this Bond and refunding such bonds.

**THIS BOND IS A GENERAL OBLIGATION OF THE CITY FOR THE PAYMENT OF WHICH THE CITY'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE CITY COUNCIL IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BOND, TO THE EXTENT OTHER FUNDS OF THE CITY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.**

If any failure of the City to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this Bond results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to this Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and/or pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The term "interest" as used in this Bond shall include Supplemental Interest, when and if payable. The City's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the City's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The City's obligation to pay Supplemental Interest shall terminate on the date on which the City makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date, VRA shall deliver to the City a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of debt service provided for by this Bond, the City shall pay, but only from its legally available funds, such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Local Bond Sale and Financing Agreement.

This Bond may be redeemed, prepaid or refunded at the option of the City upon the terms set forth in the Local Bond Sale and Financing Agreement.

This Bond is issuable as a fully registered bond. Upon surrender of this Bond at the Registrar's office, together with an assignment duly executed by the registered owner or such owner's duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute, and the Registrar shall authenticate and deliver in exchange, a new bond or bonds in the manner and subject to the limitations and conditions provided in the Resolution, having an equal aggregate principal amount, in authorized denominations, of the same series, form and maturity, bearing interest at the same rates and in the same manner, and registered in such names as requested by the then registered owner of this Bond or such owner's duly authorized attorney or legal representative. Any such exchange shall be at the City's expense, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect to it.

The Registrar shall treat the registered owner of this Bond as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the 15th day of the month preceding each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the City, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the City of Petersburg, Virginia, by its City Council has caused this Bond to be signed by the Mayor and attested by the City Clerk, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Bond to be dated as set forth above.

**(SEAL)**

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Clerk, City Council of the City of  
Petersburg, Virginia

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Mayor, City of Petersburg, Virginia

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

\_\_\_\_\_  
(please print or typewrite name and address including postal zip code of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF TRANSFEREE

\_\_\_\_\_  
: :  
: :  
: :  
: :  
\_\_\_\_\_

the within bond and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_,  
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association who is a member of a medallion program approved by The Securities Transfer Association, Inc.

\_\_\_\_\_  
(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

**SCHEDULE I TO  
CITY OF PETERSBURG, VIRGINIA  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2026**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

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

**FROM:** March Altman, Jr.

**RE:** **Public Hearing for Consideration of an Ordinance to Approve a Request by Raymond Akoury, on Behalf of RGC Investments C/O Hotrod Motorsports, for a Special Use Permit for Multiple-Family Dwellings as Authorized and Controlled by the R-5 Multiple Dwelling District Standards at 1325 West Washington Street, Parcel ID 024230005, in the B-2, General Commercial Zoning District**

**PURPOSE:** Hold a public hearing to consider special use permit request for multiple-family dwellings at 1325 West Washington Street

**REASON:** The City received a petition from Raymond Akoury, RGC Investments, to construct 7 multiple-family dwelling (apartment) units at 1325 West Washington Street in the B-2 Zoning District. A special use permit is required for this use of the property.

**RECOMMENDATION:** Planning Commission recommended denial of the request in a 5-0 vote.

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

1. December 9, 2025 - Staff received petition by applicant for special use permit to construct 7 multiple-family dwelling units at 1325 West Washington Street.
2. January 8, 2026 - Following a public hearing, Planning Commission recommended denial of the special use permit in a 5 (aye) and 0 (nay) vote.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 25-SUP-05 Memo
2. Presentation
3. Draft Ordinance 25-SUP-05
4. Application
5. Plat
6. Concept Plan
7. Elevations and Floor Plans
8. Zoning Map
9. Future Land Use Map
10. R5 MULTIPLE\_DWELLING\_DISTRICT
11. Historic Core Neighborhood
12. Adjoining Property Owners
13. Public Comment Received
14. Public Comment 2



# City of Petersburg

## MEMORANDUM

**DATE:** February, 2026

**TO:** Mayor and City Council

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

**RE:** 2025-SUP-05: Consideration of a request by Raymond Akoury, on behalf of RGC Investments C/O Hotrod Motorsports, for a special use permit for multiple-family dwellings as authorized and controlled by the R-5 Multiple Dwelling District Standards at 1325 West Washington Street, Parcel ID 024230005, in the B-2 General Commercial District.

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### EXECUTIVE SUMMARY

The applicant is seeking to construct seven townhouse-style apartment units in the B-2, General Commercial Zoning District. A special use permit is required for multi-family housing in the B-2 District and the use, if permitted, will be subject to the area regulations of the R-5, Multiple Dwelling District as well as any conditions recommended by Planning Commission and accepted by City Council. The property is designated a Historic Core Neighborhood on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan.

### CHRONOLOGY OF EVENTS

1. December 9, 2025 – Application for special use permit received
2. January 8, 2026 – Planning Commission recommended denial of the special use permit request in a 5 (aye) and 0 (nay) vote.

### BACKGROUND

The subject property is an approximately 0.40-acre double-frontage lot located between the north side of West Washington Street and the south side of Hinton Street. The property is in the B-2, General Commercial Zoning District and is currently undeveloped. The applicant is seeking to construct seven townhouse-style apartments units. A special use permit is required for multiple-family dwellings in the B-2 District and, if approved, those dwellings are subject to the area and density standards of the R-5, Multiple Dwelling District.

The application was accompanied by a concept plan showing the proposed layout of the site. Access into the property would be provided from West Washington Street; vehicular access from Hinton Street would be restricted according to the requirements of the City's

Subdivision Ordinance. The proposed apartments are shown in one block of three and one block of four side-by-side units. An approximately 1,325 square-foot common area is shown on the north side of the site. The plan also identifies the proposed off-street parking area which includes fourteen spaces and several light fixtures throughout. The plan indicates a wooden fence will be constructed around the perimeter of the property.

The application was also accompanied by elevations and floor plans for the proposed units. The units are two stories and approximately 1,300 square feet with a living room, kitchen, and dining area on the first floor and two bedrooms and two bathrooms on the second floor. The units include eight-foot-wide by four-foot-long covered front porches as well as 152-square-foot rear patio areas separated by privacy fences. The exterior of the buildings are shown with dimensional asphalt shingle roofs and horizontal vinyl siding. The plans note that vinyl windows and metal doors will be used.

Per Article 23 of the Zoning Ordinance, City Council may grant approval of special use permits when the 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. If the special use permit is approved, the property would be subject to all additional City Code requirements prior to construction, including site plan and building permit review. Compliance with all Zoning Ordinance requirements, including landscaping, architectural treatment, and parking would be verified through the review process.

#### **Staff Considerations:**

Following review of the application and plans, staff have noted several points that warrant consideration:

- The proposed development meets the minimum requirements for the number of off-street parking spaces, which is two per unit, but demand for parking in multi-family developments sometimes exceeds what the Zoning Ordinance requires, particularly when guest parking is factored in. On-street parking is available on West Washington and Hinton Streets, but depending on volume, additional vehicles parked on the streets daily could cause conflicts.
- The City recently adopted new requirements for landscaping in off-street parking areas as well as minimum tree canopy coverage for new development. For this site, several planting islands would be required throughout the parking area and approximately 2,600 square feet of the site would need be covered by tree canopy at 20-years maturity. The site is somewhat constrained by its size and shape, and it may be difficult to meet the landscaping requirements with the number of units and required parking spaces.
- While the building materials proposed are not prohibited by the Zoning Ordinance, staff would generally encourage the use of higher quality materials, particularly for the siding and windows. The use of fiber cement siding like Hardie Board and aluminum-clad or composite wood windows rather than vinyl would provide more durability and longevity as well as aesthetic value.
- The concept plan identifies the common area, but does not reference any resident amenities, which staff would encourage. Examples of appropriate amenities for multi-family developments could include areas for gathering such as patios or tables, a playground area, or a garden area. The common area should also include landscaping.

## **ADJACENT ZONING/USES**

Land immediately to the south, east, and west of the subject property is also within the B-2, General Commercial Zoning District and property to the north across Hinton Street is within the R-3, Two-Family Residence Zoning District. There is a range of uses on the neighboring properties along West Washington Street. These uses primarily include commercial and office buildings, some of which are currently vacant, but there are several residential uses on neighboring blocks to the east which are zoned R-3. Neighboring properties along Hinton Street are primarily residential including a mix of single-family and two-family residences.

## **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. According to the plan, "the overall age, development pattern, and scale make Petersburg's historic core neighborhoods special places worthy of preservation." The property is also located along a designated major Corridor where the plan emphasizes the importance of a consistent streetscape to maximize the potential of appealing to visitors and residents.

Multi-family dwellings and infill development are listed as primary land use in Historic Core Neighborhoods and the plan emphasizes the need to ensure that new development fits the scale, proportion, and character of any existing development patterns. Other development principles include providing a variety of housing types to accommodate a range of income levels, providing or enhancing pedestrian and bicycle accommodations, and preserving existing tree canopy or providing new plantings where necessary.

Goal Statement 4 of the Comprehensive Plan reads "Petersburg will be a city where all housing and neighborhoods are attractive, safe, and accessible to all residents." One of the key objectives under this goal is to facilitate the provision of a diverse, safe, attainable, and high-quality housing stock in all neighborhoods, which includes supporting "missing middle" housing options.

In general, the Comprehensive Plan provides support for multi-family development on the subject property. The proposed development would not conflict with the scale of development in the surrounding areas and would provide additional housing options. As noted above, staff have shared some concerns over the constrained size of the site and the ability to completely meet the intent of some of the development principles of the Comprehensive Plan, particularly the provision of amenities and landscaping on the site.

## **PUBLIC INPUT**

Staff received one written comment expressing concerns about the request and one public comment opposing the request at the at the Planning Commission public hearing. Concerns raised included security concerns, the small area of the site, traffic impacts on Hinton Street, and the aesthetic impact of the proposed dwellings.

**POTENTIAL CONDITIONS:**

The following conditions were drafted by staff for consideration should the request be approved:

- 1) The property shall be developed in substantial accordance with the Concept Plan prepared by Baseline Land Surveying dated August 11, 2023 with revision date October 27, 2025 and the elevations prepared by Price Designs Inc. dated March 8, 2025 with revision date December 8, 2025.
- 2) During site development, sidewalk along the frontages of West Washington Street and Hinton Street shall be repaired and/or replaced as necessary to meet current standards and requirements of the Department of Public Works.
- 3) Access to the site shall be limited to the West Washington Street frontage. The entrance shall be designed and constructed in accordance with the standards of the Department of Public Works.
- 4) The site shall meet minimum landscaping requirements as provided in the Zoning Ordinance, including parking lot plantings and overall tree canopy coverage. Street trees shall be provided along both street frontages except where the site entrance and sight distance visibility requirements may preclude plantings. A plan identifying the landscaping features shall be provided to the City Arborist for approval at the time of site plan review and the features shall be installed prior to the issuance of any Certificate of Occupancy for the property.
- 5) The developer shall provide at least one (1), multi-loop bicycle parking rack for each building.
- 6) The common area shall include outdoor seating areas, including benches and tables, as well as at least one (1) of the following outdoor resident amenities: gardening area(s), gazebo(s), or playground. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to approval of a site plan for the development.
- 7) The development shall include on-call management and maintenance staff as well as on-site security surveillance.
- 8) Off-street parking spaces shall be limited to residents only with two (2) parking spaces assigned to each unit.
- 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.

**RECOMMENDATION**

Planning Commission recommended denial of the Special Use Permit due to concerns that the proposed development does not align with the Comprehensive Plan. Issues include the lack of greenspace proposed on the site, the lack of room on the site to provide additional amenities for residents and visitors, and incompatibility between the proposed dwellings and the existing development in the neighborhood.

CITY COUNCIL  
MEETING

FEBRUARY,  
2026

## 2025-SUP-05:

Consideration of an ordinance approving a request by Raymond Akoury, on behalf of RGC Investments C/O Hotrod Motorsports, for a special use permit for multiple-family dwellings as authorized and controlled by the R-5 Multiple Dwelling District Standards at 1325 West Washington Street, Parcel ID 024230005, in the B-2 General Commercial District

# Subject Property

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# Request and Background

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- Subject property is 0.4 acres located in B-2, General Commercial District
- Double frontage lot between West Washington and Hinton Streets
- Applicant seeking to construct seven townhouse-style apartment units
- Special use permit required multi-family in B-2 District; subject to density and area standards of R-5 District



*Petersburg*  
VIRGINIA



*Petersburg*  
VIRGINIA

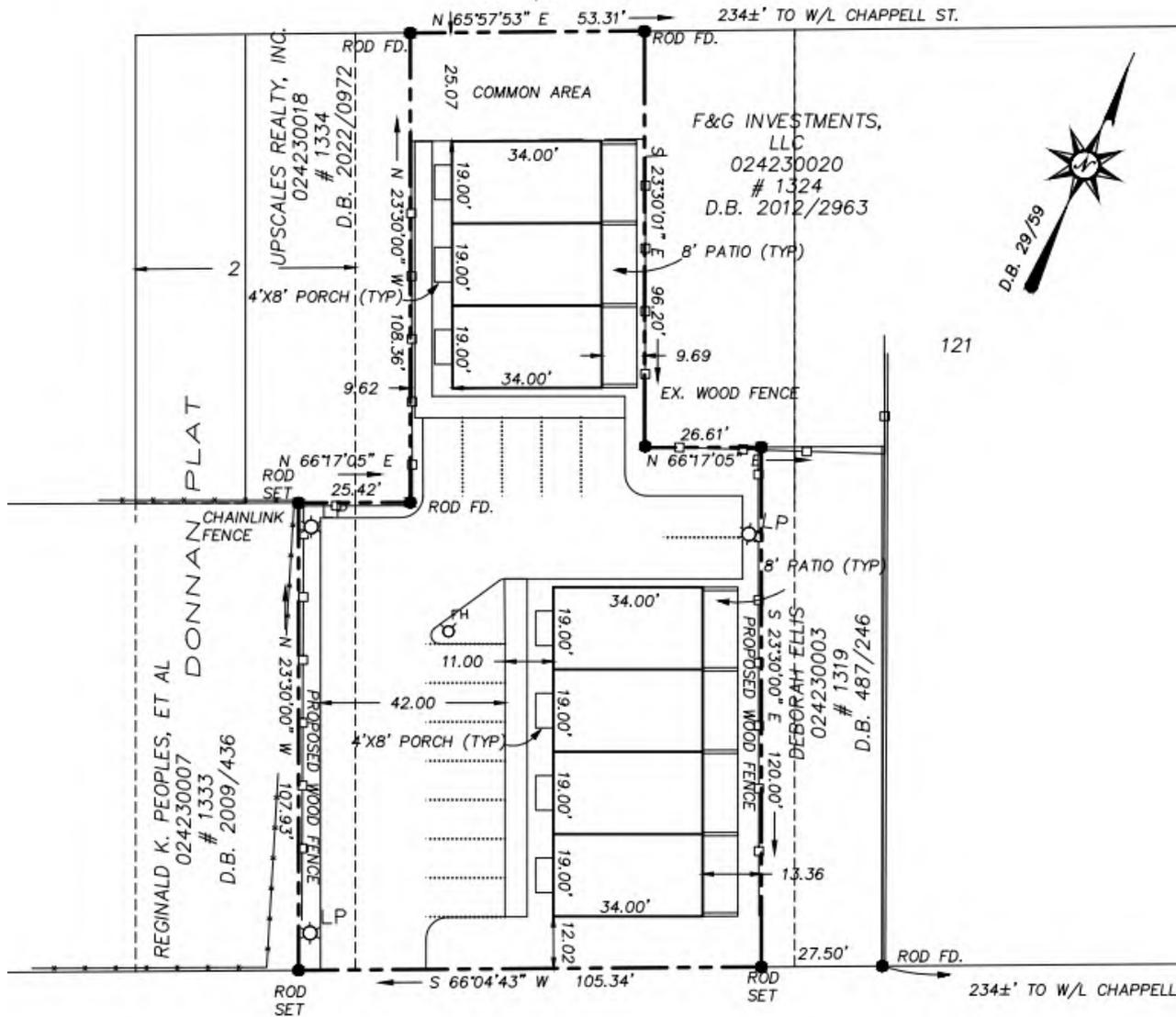
# Proposal

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- Townhouse style units are two stories with two bedrooms each, approximately 1,300 square feet
- Each unit includes covered front porch and rear patio with privacy fences between units
- Site access provided from West Washington Street; access limited from Hinton Street
- Site includes one block of three units, one block of four units, parking area, and 1,325 s.f. common area; wooden fence around property perimeter

# HINTON STREET

60' R/W



# WEST WASHINGTON STREET

VARIABLE WIDTH R/W



Rear Elevation

Scale 1/4"=1'



Left Elevation

Scale 1/8"=1'



Right Elevation

Scale 1/8"=1'



Front Elevation

**JOB SPECS:**

FOOTING CONCRETE 7500# PSI  
SLAB CONCRETE 3000# PSI OVER 1/2" MIL POLY  
2x4 STUD WALLS BOTH FLOORS w/ 8FT CEILING  
8-7/8" FLOOR JOIST FOR 2nd FLOOR  
PRE-ENGINEERED WOOD ROOF TRUSSES 24" O.C.  
30 YR DIMENSIONAL SHINGLES OVER 1/2"  
FELT OVER 7/16" OSB ROOF SHEATHING  
EXTERIOR WALLS COVERED WITH HORIZONTAL  
VINYL SIDING OVER HOUSE WRAP OVER  
7/16" OSB SHEATHING  
ALL EXTERIOR DOORS TO BE METAL WITH  
ALUMINUM THRESHOLDS AND WEATHER SEALED  
GASKETS  
ALL WINDOWS ARE VINYL WITH TILT FEATURES  
AND SCREENS  
INTERIOR FINISHES WITH DRYWALL AND PAINT  
ALONG WITH PAINTED INTERIOR DOORS AND PAINTED TRIM  
FLOORING TO BE DETERMINED

# Staff Considerations

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- Proposed development meets minimum requirements for off-street parking, but demand is sometimes higher for multi-family development
- The plans do not show landscaping, but site would be required to meet newly adopted parking lot landscape and overall canopy coverage requirements
- Building materials are not listed as prohibited, but staff would encourage use of higher quality materials, particularly for siding and windows
- The plan does not include information on resident amenities within common area

# Adjoining Zoning/Uses

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# Comprehensive Plan Considerations

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- Designated as Historic Core Neighborhood on Future Land Use Map;
  - Areas in the heart of the city that reflect city’s historic development pattern
  - Multi-family residences and infill development are listed as primary uses, but plan emphasizes need to fit the scale, proportion, and character of existing development
  - Development principles include providing range of housing options, providing and enhancing pedestrian/bikeway networks, and preserving or planting trees
- Goal Statement 4 reads “Petersburg will be a city where all housing and neighborhoods are attractive, safe, and accessible to all residents”
  - Key objective is to facilitate diverse, safe, attainable, and high-quality housing stock and supporting “missing middle” housing options

# Conditions for Consideration

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1. The property shall be developed in substantial accordance with the Concept Plan prepared by Baseline Land Surveying dated August 11, 2023 with revision date October 27, 2025 and the elevations prepared by Price Designs Inc. dated March 8, 2025 with revision date December 8, 2025.
2. During site development, sidewalk along the frontages of West Washington Street and Hinton Street shall be repaired and/or replaced as necessary to meet current standards and requirements of the Department of Public Works.
3. Access to the site shall be limited to the West Washington Street frontage. The entrance shall be designed and constructed in accordance with the standards of the Department of Public Works.
4. The site shall meet minimum landscaping requirements as provided in the Zoning Ordinance, including parking lot plantings and overall tree canopy coverage. Street trees shall be provided along both street frontages except where the site entrance and sight distance visibility requirements may preclude plantings. A plan identifying the landscaping features shall be provided to the City Arborist for approval at the time of site plan review and the features shall be installed prior to the issuance of any Certificate of Occupancy for the property.

# Conditions cont.

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5. The developer shall provide at least one (1), multi-loop bicycle parking rack for each building.
6. The common area shall include outdoor seating areas, including benches and tables, as well as at least one (1) of the following outdoor resident amenities: gardening area(s), gazebo(s), or playground. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to approval of a site plan for the development.
7. The development shall include on-call management and maintenance staff as well as on-site security surveillance.
8. Off-street parking spaces shall be limited to residents only with two (2) parking spaces assigned to each unit.
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.

# Recommendation

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- Planning Commission recommended denial of the special use permit request in a 5 (aye) to 0 (no) vote.
- Planning Commission found that the request did not align with guidance of Comprehensive Plan; concern over constrained size of site, lack of amenities for residents, and incompatibility with size, scale, and character of neighboring residential development

**AN ORDINANCE APPROVING A PETITION FOR A SPECIAL USE PERMIT FOR MULTIPLE-FAMILY DWELLINGS AS AUTHORIZED AND CONTROLLED BY THE R-5 MULTIPLE DWELLING DISTRICT STANDARDS AT 1325 WEST WASHINGTON STREET PARCEL IDENTIFICATION NUMBER 024230005 IN THE B-2, GENERAL COMMERCIAL DISTRICT.**

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district and multi-family development is permitted with a special use permit in the B-2, General Commercial District; and

WHEREAS, the City received a petition from Raymond Akoury., on behalf of RGC Investments C/O Hotrod Motorsports, owner of property at 1325 West Washington Street for a special use permit pursuant to Article 23) of the Zoning Ordinance to construct a 14 multiple-family units subject to the regulations of the R-5 Multiple Dwelling District; and

WHEREAS, the PetersburgNEXT Comprehensive Plan designates the property as a Historic Core Neighborhood on the Future Land Use Map and multi-family dwellings and infill development are appropriate as long as the development matches the scale, proportion, and character of existing development; and

WHEREAS, the Comprehensive Plan is supportive of increasing the city's housing stock and providing a variety of housing types for residents with a range of income levels; and

WHEREAS, Planning Staff have made recommendations for several conditions to ensure that the proposed development of the property would be in conformance with the Zoning Ordinance and Comprehensive Plan;

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 for multiple-family dwellings as authorized and controlled by the R-5 Multiple Dwelling District standards at 1325 West Washington Street subject to the following conditions:

1. The property shall be developed in substantial accordance with the Concept Plan prepared by Baseline Land Surveying dated August 11, 2023 with revision date October 27, 2025 and the elevations prepared by Price Designs Inc. dated March 8, 2025 with revision date December 8, 2025.
2. During site development, sidewalk along the frontages of West Washington Street and Hinton Street shall be repaired and/or replaced as necessary to meet current standards and requirements of the Department of Public Works.
3. Access to the site shall be limited to the West Washington Street frontage. The entrance shall be designed and constructed in accordance with the standards of the Department of Public Works.
4. The site shall meet minimum landscaping requirements as provided in the Zoning Ordinance, including parking lot plantings and overall tree canopy coverage. Street trees shall be provided along both street frontages except where the site entrance and sight distance visibility requirements may preclude plantings. A plan identifying the landscaping features shall be

provided to the City Arborist for approval at the time of site plan review and the features shall be installed prior to the issuance of any Certificate of Occupancy for the property.

5. The developer shall provide at least one (1), multi-loop bicycle parking rack for each building.
6. The common area shall include outdoor seating areas, including benches and tables, as well as at least one (1) of the following outdoor resident amenities: gardening area(s), gazebo(s), or playground. A plan identifying such amenities shall be provided to the Planning Department for review and approval prior to approval of a site plan for the development.
7. The development shall include on-call management and maintenance staff as well as on-site security surveillance.
8. Off-street parking spaces shall be limited to residents only with two (2) parking spaces assigned to each unit.
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.

Rec. 6/27/24



## City of Petersburg

### Department of Planning and Community Development

#### PROCEDURES FOR PETITION FOR SPECIAL USE PERMITS

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

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

**PETITION FOR SPECIAL USE PERMIT**

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

CASE NUMBER: \_\_\_\_\_  
APPLICANT: RAYMOND AKOURY  
ADDRESS: 22120 LAKE JORDAN LAUDING  
N. Dinwiddie VA, 23803

I, RAYMOND AKOURY hereby petition for a special use permit for Multi Family  
at the following described properties:

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

SEVEN UNIT TOWNHOME APARTMENTS

**B. PROPERTY INFORMATION**

1. Tax Parcel Identification Number(s):

024230005

2. Current Street Address(es) if assigned:

1325 W. WASHINGTON ST.  
PEACERSBURG, VA.

3. Approximate Area:

17464 sq. ft. .401 acres

4. Public Street Frontage:

105' ft.

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

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

N/A

7. Brief:

Said deed restrictions will expire on: N/A

**C. JUSTIFICATION FOR SPECIAL USE PERMIT**

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

NEW DEVELOPMENT IS GOOD FOR THE AREA ECONOMICALLY ALSO INCREASE TAX BASE FOR CITY.

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

THIS DEVELOPMENT WILL NO WAY IMPACT OF THE AREA IN A BAD WAY

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

IT WILL SHOW MORE GROWTH IN THE AREA AND HELP TO REVITALIZE THE CITY.

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

I'VE BEEN IN THE RESIDENTIAL AND COMMERCIAL DEVELOPMENT AREA FOR SOME FORTY YEARS. DEVELOPED RESIDENTIAL AND COMMERCIAL PROPERTIES IN DINWIDDIE COUNTY

**D. CERTIFICATION:**

The undersigned applicant certifies that they:

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

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

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

Signed:

Raymond Akoury / Raymond Akoury

Mailing Address:

22170 LAKE JORDAN LANDING  
N. Dinwiddie, VA, 23803

Phone Number:

804-931-0748

Email Address:

APPROVED

\_\_\_\_\_  
City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

**ACTION RECORD**

Date Filed (with Planning Department):

6/27/2025

Date of Planning Commission Public Hearing:

9/4/2025  
PC

Planning Commission Action(s):

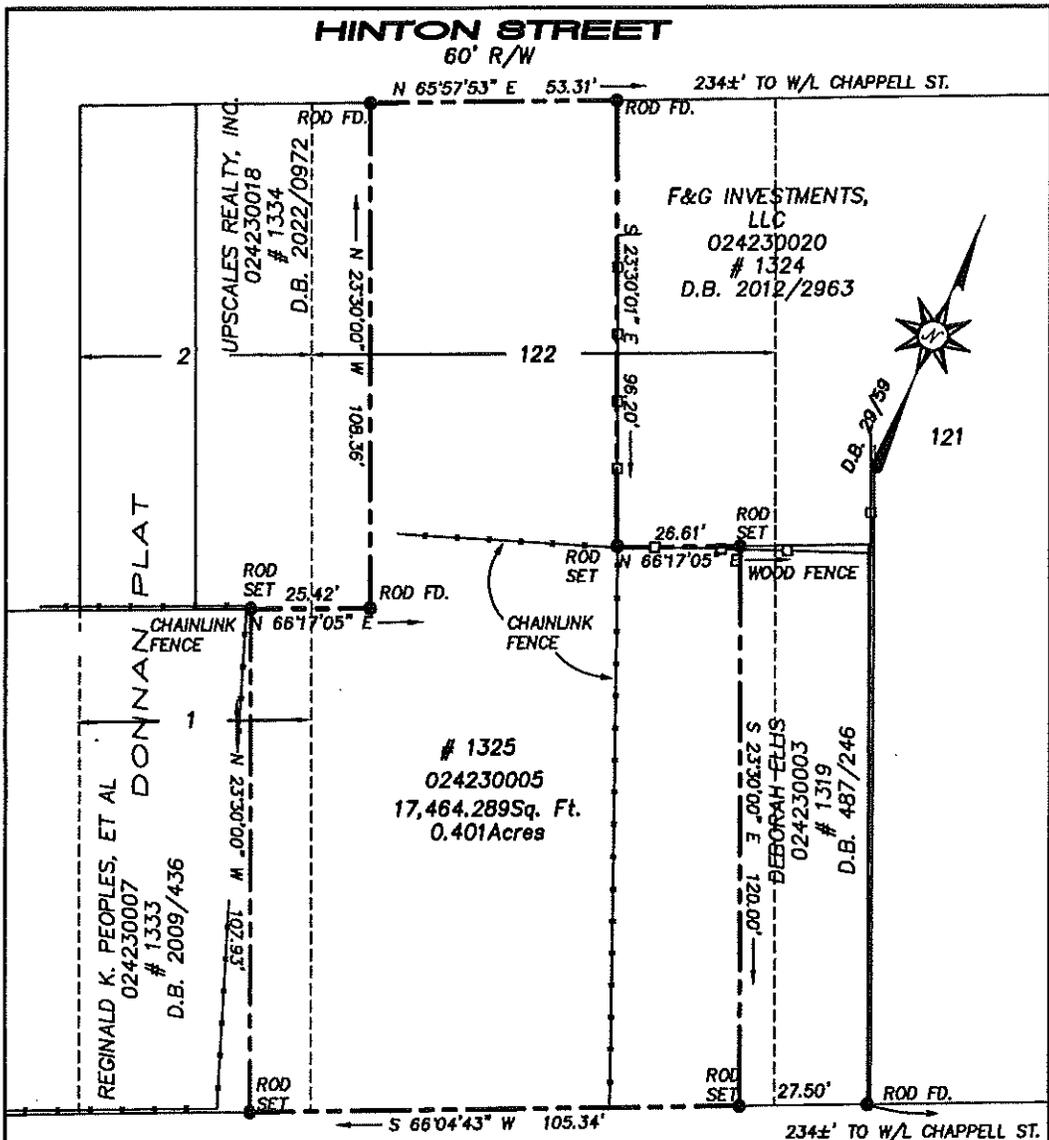
\_\_\_\_\_

Date of City Council Hearing:

10/24/2025

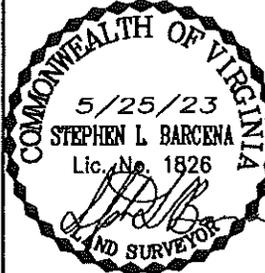
City Council Action(s):

\_\_\_\_\_



**WEST WASHINGTON STREET**  
VARIABLE WIDTH R/W

PLAT SHOWING  
**PART OF LOT 122 ~ WELLS AND**  
**A PART OF LOT 1 DONNAN**  
**PETERSBURG, VIRGINIA**  
**SURVEYED FOR**  
**B & P DEVELOPMENT, LLC**



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER AND IS SUBJECT TO ANY ENCUMBRANCES THAT ONE MAY REVEAL. THIS IS TO CERTIFY THAT ON 5/25/23 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 # 51011200060, DATED 12/15/2022.

0 30 60

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

DATE: MAY 25, 2023 SCALE: 1" = 30'

DRAWN BY: SLB

CHECKED BY: CALC. CHK.: SLB

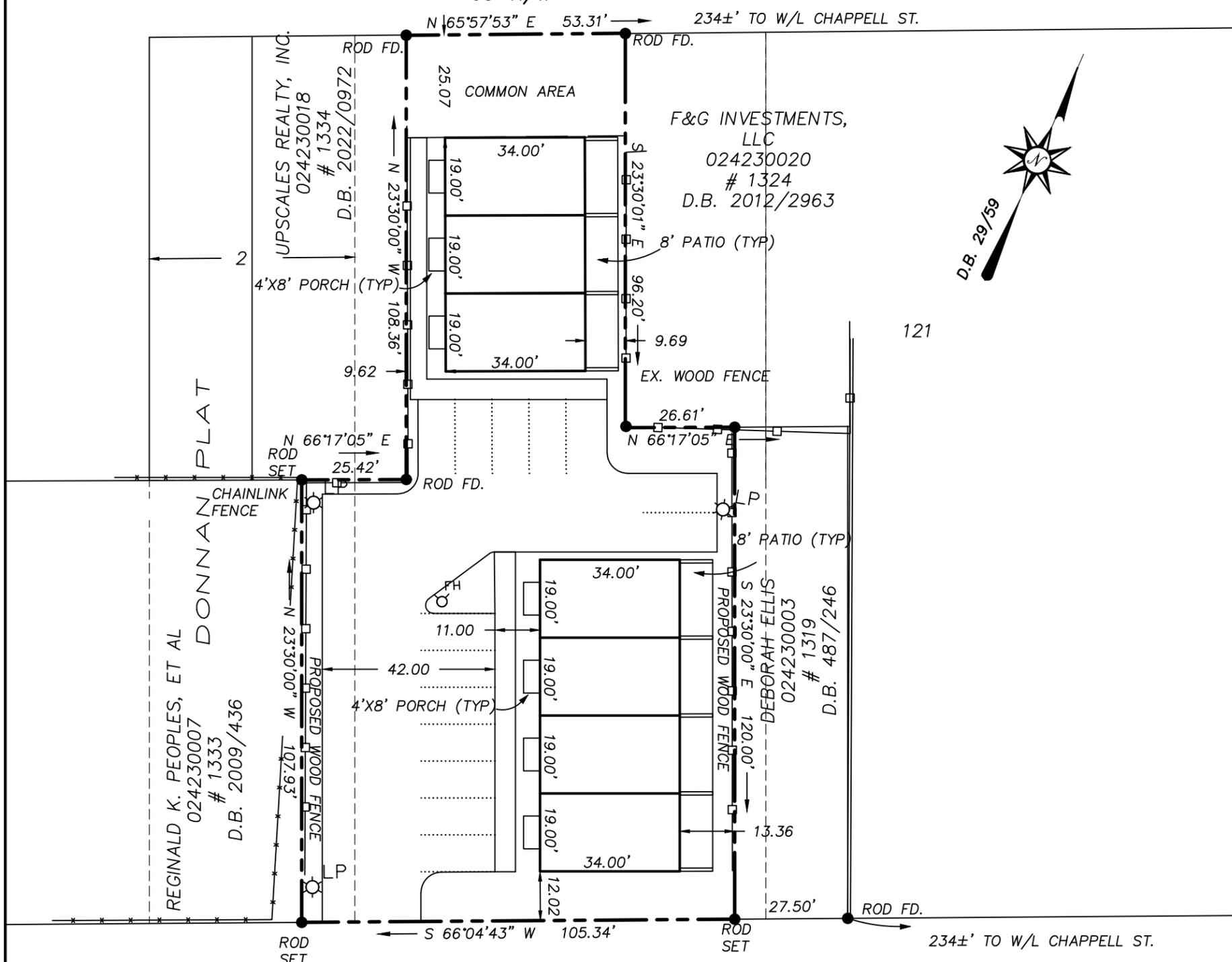
JOB NO.: 23638 F.B. OP

NOT VALID UNLESS SIGNED IN RED  
 PREVIOUS JOB NO.

REV.:

**HINTON STREET**

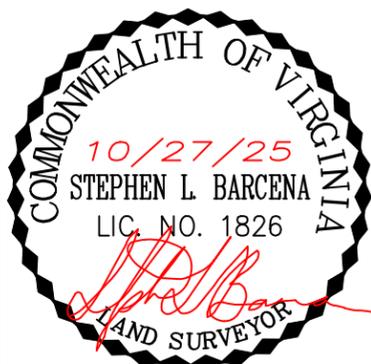
60' R/W



**WEST WASHINGTON STREET**  
VARIABLE WIDTH R/W

**CONCEPT PLAN SHOWING PROPOSED DEVELOPMENT OF  
AKOURY'S TOWNHOUSE APARTMENTS  
PART OF LOT 122 ~ WELLS AND A PART OF LOT 1 DONNAN  
PETERSBURG, VIRGINIA  
SURVEYED FOR  
RGC INVESTMENTS, LLC**

NOTES:  
 ADDRESS : 1325 W. WASHINGTON STREET  
 TAX I.D. : 024230005  
 ZONING : B-2  
 LEGAL DESCRIPTION : PART OF LOT 122 WELLS  
 & PART OF LOT 1 DONNAN  
 COMPILED FROM SURVEY BY BASELINE LAND  
 SURVEYING, 5/23/23  
 OWNER : RGC INVESTMENTS, LLC  
 RAYMOND AKOURY  
 804-931-0748  
 22120 LAKE JORDAN LANDING  
 N. DINWIDDIE, 23803  
 TOTAL AREA : 0.401 ACRES, 17,464.289 SQ.FT.  
 AREA OF IMPERVIOUSNESS :  
 BUILDINGS, PORCHES, PATIOS: 5810.49 SQ.FT.  
 PARKING AND SIDEWALKS: 7008 SQ.FT.  
 0.724 % IMPERVIOUS  
 NUMBER OF UNITS : 7  
 NUMBER OF PARKING SPACES : 14  
 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 # 5101120006D,  
 DATED 12/15/2022.



NOT VALID UNLESS SIGNED IN RED  
 PREVIOUS JOB NO. 23638

REVISED 10/27/25

0 30 60



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

DATE: AUGUST 11, 2023 SCALE: 1" = 30'  
 DRAWN BY: SLB  
 CHECKED BY: CALC. CHK.: SLB  
 JOB NO.: 23733



Rear Elevation  
Scale 1/4"=1'



Right Elevation  
Scale 1/8"=1'



Left Elevation  
Scale 1/8"=1'



Front Elevation  
Scale 1/4"=1'

**JOB SPECS:**

FOOTING CONCRETE 2500# PSI  
SLAB CONCRETE 2500# PSI OVER #8 MIL POLY  
2x4 STUD WALLS BOTH FLOORS w/ 8FT CEILING  
11-7/8" FLOOR JOIST FOR 2nd FLOOR  
PRE-ENGINEERED WOOD ROOF TRUSSES 24" O.C.  
30 YR DIMENSIONAL SHINGLES OVER #9  
FELT OVER 7/16" OSB ROOF SHEATHING  
EXTERIOR WALLS COVERED WITH HORIZONTAL  
VINYL SIDING OVER HOUSE WRAP OVER  
7/16" OSB SHEATHING  
ALL EXTERIOR DOORS TO BE METAL WITH  
ALUMINUM THRESHOLDS AND WEATHER SEALED  
GASKETS  
ALL WINDOWS ARE VINYL WITH TILT FEATURES  
AND SCREENS  
INTERIOR FINISHES WITH DRYWALL AND PAINT  
ALONG WITH PAINTED INTERIOR DOORS AND PAINTED TRIM  
FLOORING TO BE DETERMINED

REVISED: 12/08/25

THIS PLAN WAS DESIGNED FOR  
**RAYMOND AKOURY**

THIS  
PLAN WAS  
DESIGNED  
BY

PRICE DESIGNS INC.  
RESIDENTIAL HOUSE PLAN  
SERVICES  
526-4433

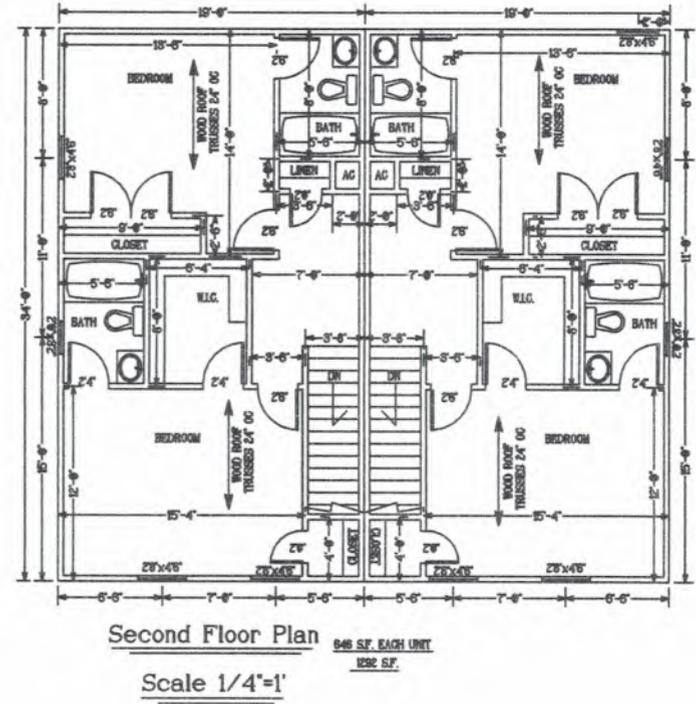
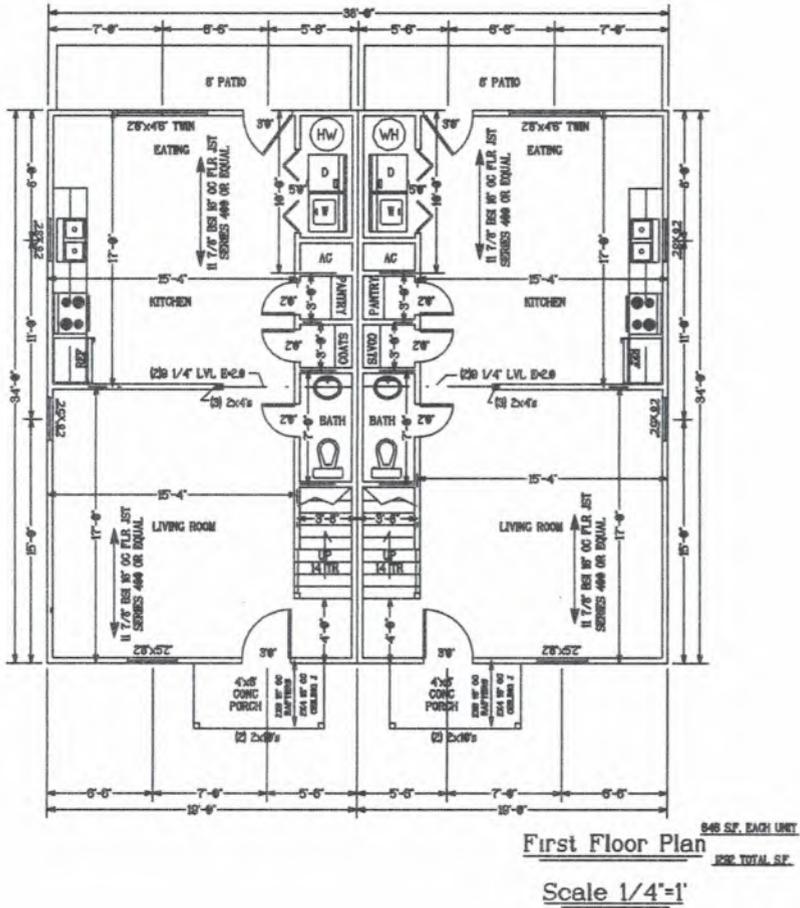


2-STORY  
ELEVATIONS

DATE: 03/08/25  
CODE: 2021 VRC  
PLANS DRAWN BY  
SCOTT PRICE

1  
OF  
3





THIS PLAN WAS DESIGNED FOR  
**RAYMOND AKOURY**

THIS  
 PLAN WAS  
 DESIGNED  
 BY

PRICE DESIGNS INC.  
 RESIDENTIAL HOUSE PLAN  
 SERVICES  
 526-4433



2-STORY  
 FLOOR PLAN

REVISED: 12/08/25  
 DATE: 03/08/25  
 CODE: 2021 VRC  
 PLANS DRAWN BY  
 SCOTT PRICE

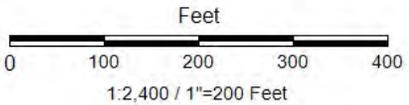
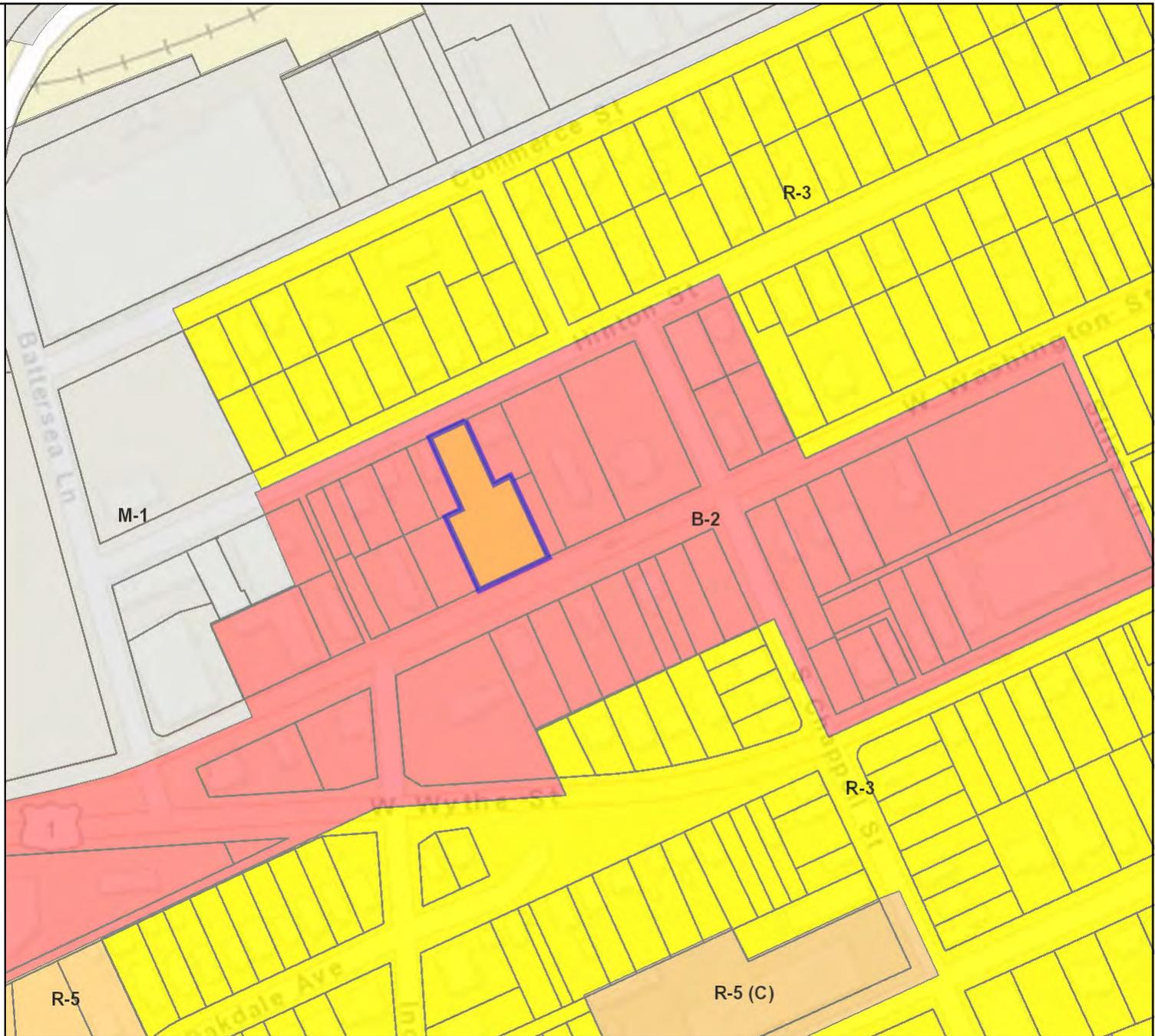
3  
 OF  
 3

WIND SPEED (MPH)		115		115		115		115		115		
STORY												
BWL NAME / IDENTIFIER		FRONT		REAR		LEFT		RIGHT				
AVG BWL SPACING (ft)		36		36		34		34				
BRACED WALL PANEL METHOD		CONTINUOUS		CONTINUOUS		CONTINUOUS		CONTINUOUS				
TABULAR REQUIRED (ft)		10.50		10.50		10.00		10.00				
ADJUSTMENT	EXPOSURE	B	1.00	B	1.00	B	1.00	B	1.00	B		
	EAVE-RIDGE HEIGHT (ft)	8.00	0.94	8.00	0.94	8.00	0.94	8.00	0.94			
	WALL HEIGHT (ft)	8	0.90	8	0.90	8	0.90	8	0.90			
	# BWLs	2	1.00	2	1.00	2	1.00	2	1.00			
	OMIT INTERIOR GB	NO	1.00	NO	1.00	NO	1.00	NO	1.00			
	ADD PAIR 800# HOLD DOWNS	NO	1.00	NO	1.00	NO	1.00	NO	1.00			
	HORIZONTALLY BLOCKED	YES	1.00	YES	1.00	YES	1.00	YES	1.00			
	METHOD GB FASTEN @ 4" o.c	NO	1.00	NO	1.00	NO	1.00	NO	1.00			
REQUIRED BWP LENGTH (ft)		8.88		8.88		8.46		8.46				
ACTUAL BWP	CONTRIBUTING LENGTH	BWP	METHOD	LENGTH (ft)								
	SS-GB= 1/2 ACTUAL DS-GB= ACTUAL INTERMITTENT= ACTUAL CS-WSP = ACTUAL CS-PF = 1.5X ACTUAL (enter the contributing length)	1	CS-WSP	4.10	CS-WSP	3.40	CS-WSP	13.60	CS-WSP	13.60		
		2		4.20		6.00		8.40		8.40		
		3		6.00		3.40		6.60		6.60		
		4		4.20								
		5		4.10								
		6										
		7										
ACTUAL BWP LENGTH (ft)		22.60		12.80		28.60		28.60		0.00		
ACTUAL ≥ REQUIRED		YES		YES		YES		YES				
BWP <sub>s</sub> ≤ 20' APART		YES		YES		YES		YES				
LENGTH OF BWL (ft)		>16'		>16'		>16'		>16'				
≥1 BWP ≤ 16', OR ≥ 2 BWP > 16'		YES		YES		YES		YES				
BWP ≤ 10' OF CORNERS		YES	YES	YES	YES	YES	YES	YES	YES			
CONTINUOUS END CONDITION		1	1	1	1	1	1	1	1			
BWL COMPLIANCE (PASS-FAIL)		PASS		PASS		PASS		PASS				

# 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: 12/27/2025**

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



## **ARTICLE 10. "R-5" MULTIPLE DWELLING 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-5" Multiple Dwelling District. This district provides for the highest density multiple-family residence, either in new construction or for conversion of existing dwellings to apartments, in older sections of the city.

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

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

- (1) Any use permitted in the "R-1" Two-Family Residence District and the "R-3" Two-Family Residence District;
- (2) Multiple-family dwellings;
- (3) Private clubs, fraternities, sororities, and lodges excepting those the chief activity of which is a service customarily carried on as a business;
- (4) Parking areas (Ground level);
- (5) Accessory buildings and uses not otherwise prohibited in this section;
- (6) Nonprofit religious, educational and philanthropic institutions.

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

The height, area and bulk requirements shall be as set forth in the chart of article 22 of this ordinance; except:

- (1) Requirements for lot area per family shall not apply to dormitories, fraternities or sororities where no cooking facilities are provided in individual rooms or apartments.

### **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, except that required off-street parking shall be provided in the rear of such buildings or in the portion of the side yards except adjacent to a street, if a corner lot, lying to the rear of extensions of the front line of such building; Article 20, Off-street loading regulations; Article 23, Supplementary use regulations; Article 25, Supplementary height, area and bulk regulations.

## 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.

<b>Owner</b>	<b>Address</b>	<b>Mailing Address</b>	<b>City, State, ZIP</b>
Deborah Ellis	1319 W Washington St	1741 Ferndale Ave	Petersburg, VA 23803
Douglas Peoples	1322 W Washington St	1328 W Washington St	Petersburg, VA 23803
F&G Investments LLC	1324 Hinton St	6212 Stile Gate Terrace	Moseley, VA 23120
James River Rentals LLC	1318 W Washington St	PO Box 2370	Chester, VA 23831
Loyce Weatherington	1325 Hinton St	1325 Hinton St	Petersburg, 23803
Profreedom Renovations LLC	1329 Hinton St	537 Scott St	Petersburg, VA 23805
Reginald Peoples	1328 W Washington St, 1333 W Washington St	905 Northern Pines Dr	McDonough, GA 30253
RGC Investments C/O Hotrod Motorsports	1325 W Washington St	6751 Beck Chappell Dr	N Dinwiddie, VA 23803
Royal Investment Firm of VA LLC	1331 Hinton St	4501 E Main St Apt 344	Richmond, VA 23231
Upscales Realty LLC	1334 Hinton St	9724 Lockberry Ridge Loop	N Chesterfield, VA 23237

## Jared Crews

---

**From:** dpe823@aol.com  
**Sent:** Thursday, January 8, 2026 1:58 PM  
**To:** Jared Crews  
**Subject:** 2025-SUP-05

You don't often get email from dpe823@aol.com. [Learn why this is important](#)

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

Good afternoon, Mr. Crews and the PCD department members,

I am owner of the property at 1319 W Washington Street adjacent to the in question special use permit for multiple-family dwellings at 1325 W Washington Street.

Due to prior obligations, I am unable to attend this meeting at this time; however, I wish to be presented the below in my absence.

My concerns are

1. the number of proposed units (7) in relation to the amount of space allocated, (tight fit)
2. Security, Trash, Congestion, Traffic
3. and I am requesting fencing for separation (security/safety) from my property located at 1319 W Washington Street.

Thank you for airing my concerns

Deborah P. Ellis

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

## Jared Crews

---

**From:** dpe823@aol.com  
**Sent:** Sunday, February 8, 2026 1:55 PM  
**To:** Jared Crews  
**Subject:** Fw: 2025-SUP-05

You don't often get email from dpe823@aol.com. [Learn why this is important](#)

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

Good afternoon, Mr. Crews and the PCD department members,

My position remains the same. I am unable to attend, Tuesday, February 17, 2026, 5:00 PM, because of work obligations.

I am owner of the property at 1319 W Washington Street adjacent to the in question special use permit for multiple-family dwellings at 1325 W Washington Street.

I wish to be represented with the following concerns in my absence.

My concerns are

1. the number of proposed units (7) in relation to the amount of space allocated, (tight fit)
2. Security, Trash, Congestion, Traffic
3. and I am requesting fencing for separation (security/safety) from my property located at 1319 W Washington Street.

Thank you for airing my concerns

Deborah P. Ellis

Good afternoon, Mr. Crews and the PCD department members,

I am owner of the property at 1319 W Washington Street adjacent to the in question special use permit for multiple-family dwellings at 1325 W Washington Street.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

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

**FROM:** March Altman, Jr.

**RE:** **Public Hearing for Consideration of an Ordinance to Approve a Request by Pedro Rosario for a Special Use Permit to Operate a Stand-Alone Vehicle Repair Shop at 3857 South Crater Road, Parcel ID 101090005, in the B-2, General Commercial Zoning District**

**PURPOSE:** Hold a public hearing to consider special use permit request for stand-alone vehicle repair at 3857 South Crater Road

**REASON:** The City received a petition from Pedro Rosario to construct and operate a stand-alone vehicle repair shop at 3857 South Crater Rad in the B-2 Zoning District. A special use permit is required for this use of the property.

**RECOMMENDATION:** Planning Commission recommended approval of the request with conditions in a 5-0 vote.

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

1. November 12, 2025 - Staff received petition by applicant for special use permit to construct and operate a stand-alone vehicle repair shop at 3857 South Crater Road.
2. December 4, 2025 - Planning Commission held a public hearing and tabled the request to give the applicant an opportunity to address concerns with the proposal.
3. January 8, 2026 - After reviewing the updated proposal, Planning Commission recommended approval of the special use permit subject to 11 conditions in a 5 (aye) and 0 (nay) vote.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 25-SUP-07 Memo
2. Presentation
3. Draft Ordinance 25-SUP-07
4. Application
5. Location Map
6. Concept Plan
7. Zoning Map
8. Future Land Use Map
9. Adjoining Property Owners



# City of Petersburg

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

## MEMORANDUM

**DATE:** February 2026

**TO:** Mayor and City Council

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

**RE:** 2025-SUP-07: Consideration of a request by Pedro Rosario for a special use permit to operate a stand-alone vehicle repair shop at 3857 South Crater Road, Parcel ID 101090005, in the B-2, General Commercial Zoning District

### EXECUTIVE SUMMARY:

The applicant is requesting to operate a stand-alone vehicle repair shop at 3857 South Crater Road in the B-2, General Commercial Zoning District. A Special Use Permit is required to operate a stand-alone vehicle repair shop in the B-2 District. The subject property is designated as Corridor Commercial on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan and is also located near a designated Gateway. The proposed use, if permitted, will be controlled by the Zoning Ordinance as well as any conditions recommended by Planning Commission and accepted by City Council.

### CHRONOLOGY OF EVENTS:

1. November 12, 2025 – Staff received petition by applicant for special use permit to operate stand-alone vehicle repair shop at 3857 South Crater Road.
2. December 4, 2025 – Planning Commission held public hearing on the request.
3. January 9, 2026 – Planning Commission recommended approval of the request subject to eleven conditions.

### BACKGROUND:

The subject property is a 0.459-acre lot located on the east side of South Crater Road in the B-2, General Commercial Zoning District. Per Article 23, Section 4(23) of the Zoning Ordinance, a special use permit must be granted for stand-alone vehicle repair shops in the B-2 Zoning District. Council may grant approval of special use permits when the public health, safety,

moral and general welfare will not be adversely affected by a use, and provided that necessary safeguards will be provided to protect surrounding property, persons, and neighborhood values.

The applicant currently operates “PJ Auto Repair” located on the adjoining property at 3851 South Crater Road, which is considered a legal nonconforming use. The application states that this facility will be closed and the vehicle repair shop will be moved to the subject property. The applicant intends to construct a 50-foot by 100-foot facility on the subject property, allowing for a new use of the property at 3851 South Crater Road. The application states all vehicle repair work will occur within the enclosed building and that no long-term storage of vehicles will occur on the site.

The application was accompanied by a site plan showing the proposed layout of the site, including the proposed building, off-street parking spaces, and the dumpster enclosure. Access is shown from South Crater Road and a gated entrance. The plan also includes several notes stating the site will comply with City code in terms of construction, parking, storage of vehicles, entrance design, stormwater management, site lighting, screening and landscaping, utility connections, and waste management.

On December 4, 2025, the Planning Commission held a public hearing on the request. During the public hearing and subsequent discussion, several concerns with the request were raised, including the following:

- The subject property and the adjacent property with the current shop have a number of vehicles stored. The number of vehicles currently on the site would exceed what would be allowed if the special use permit is approved.
- The applicant noted that some of the cars on the site were abandoned and could not be removed without coordination from the Department of Motor Vehicles (DMV). The Commission explained this would not be acceptable if the special permit was granted.
- There was a lack of detail on landscaping and screening in the plans provided.
- The existing chain-link fence around the property is not attractive, particularly at a city gateway along a main corridor.
- There is an existing billboard on the site

Following the public hearing, the applicant submitted updated plans which include streetscape improvements for the property. The plans show the construction of sidewalk along the frontage of the site as well as the replacement of the chain-link fence with an ornamental metal fence including masonry piers. Additionally, the plan shows vegetative screening comprising evergreen trees at a minimum of six feet in height at time of planting to be installed along the street frontage. The plans also include additional elevations, renderings, and floorplans for the proposed facility.

The applicant has noted that the billboard on the site is subject to an existing lease with a

third party which does not expire until October 31, 2028. The applicant provided a copy of the lease for reference and has requested the billboard remain on the property until the lease expires.

The applicant has also indicated that the subject property is actively being cleaned up and the vehicles stored on the property have been removed and relocated. At the time of the writing of this report, the vehicles on the site, but there is still a semi-trailer stored which the applicant has stated is used for storage and will remain until the site is developed.

**Staff Considerations:**

Upon review of the application and site plan, staff identified several items that warrant consideration:

- The application and site plan indicate that the existing facility at 3851 South Crater Road will be closed and that there will be no dual operation. Though the applicant is the operator of the business, he is not owner of the property at 3851 South Crater Road. The legal nonconforming status for the property would exist for two years and the City has no way to guarantee a facility could not be taken over by a new operator.
- The site plan shows the site as almost entirely paved. Based on recently-adopted regulations, at least 10 percent of the site would need to be landscaped area and landscaping would be required throughout the parking area.
- There are a number of vehicles currently stored throughout the property at 3851 South Crater Road as well as on the subject property. The existing facility is considered legally nonconforming, but it does not comply with all current zoning requirements.
- Over the last several years, City Council has emphasized the importance of the corridors and gateways of the City and the desire to avoid uses that may have a negative visual impact. The storage of vehicles on the site currently makes a visual impact on the corridor.

**ADJACENT ZONING/USES:**

Property adjoining the subject property on the east side of South Crater Road are zoned B-2, General Commercial and include commercial and automotive uses such as an auto rental business to the south and the applicant’s current repair shop to the north. Property to the east is undeveloped. The properties across South Crater Road are in the R-1, Single-Family Residence District and consist of single-family dwellings in the South Plains subdivision.

**COMPREHENSIVE PLAN CONSIDERATIONS:**

The subject property is located in a Corridor Commercial area on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. According to the plan, these areas “provide goods and services for the community, allowing residents to access amenities without leaving and keeping tax dollars within Petersburg.” The plan calls for a connected “Main Street”

development pattern with buildings oriented toward the street with parking areas to the rear or side. Primary land uses in Corridor Commercial areas include hospitality, large commercial, office, and personal service uses and small-scale manufacturing. Development principles for these areas include incorporating alternative transportation methods, public art, amenities, and signage, traffic calming, and high-quality building materials, preserving existing tree canopies and providing new plantings, and providing access management and connections to reduce dependence on vehicles trips.

The property is also located at a designated gateway on one of the city's main corridors. The plan states that these corridors strongly influence the city's "accessibility, attractiveness, and economic vitality" and that gateways are key places that "serve as the community's front door, establishing first impressions and reinforcing perceptions of the city." The plan states that the City should prioritize improving the image and attractiveness of gateways.

While automotive repair can be considered a personal service use, which is listed as appropriate in Corridor Commercial areas, there is a heavier focus on attractive, economically viable uses along the main corridors and particularly at gateways. Existing uses surrounding the subject property include automotive repair, but the Comprehensive Plan emphasizes finding strategies to make these areas more attractive to create a strong sense of arrival in the city and establish community character.

#### **PUBLIC INPUT:**

Three members of the public spoke during the public hearing on the request. Two individuals spoke in favor of the request and one individual spoke against the request.

#### **RECOMMENDATION:**

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

1. The site shall be developed in substantial conformance with the application as well as the site plan, elevations, and renderings prepared by Purecraft Homes titled "PCH New PJ Auto Repair Shop" dated December 23, 2025.
2. The proposed streetscape improvements, including the installation of sidewalk, the ornamental fence, and the evergreen plantings shall be completed prior to issuance of a Certificate of Occupancy for the facility. Plantings within the screening area shall be located on private property and maintained by the property owner.
3. The applicant shall create and implement a plan for additional plantings along the perimeter of the property subject to review and acceptance by the City Arborist; the plantings shall be in place prior to issuance of a Certificate of Occupancy for the facility.
4. The property shall be kept and maintained in a clean, orderly manner and with the exception of vehicles on site for repair, no open, outdoor storage of materials, including tires, is permitted.

5. The site shall not operate as a vehicle recovery, storage, or tow lot; wrecked or impounded vehicles shall not be stored on the site. Vehicles may be towed to the site for service, but the operator shall keep an inventory of when the vehicles arrive for service to assure compliance with condition 6 below.
6. No inoperable vehicles shall be stored for more than fourteen (14) days on the site unless they are actively being repaired. Active repair shall mean that no fourteen (14) day period passes in which the condition of a vehicle remains unchanged and/or the vehicle has not moved. No more than five (5) vehicles for repair shall be stored on the site at any point.
7. The existing billboard sign on the site shall be removed following the termination of the current lease on October 31, 2028.
8. A parking area shall be installed in accordance with Article 19 of the Zoning Ordinance; any vehicles stored on the site for repair shall be located in paved, striped spaces.
9. If an entrance from the Orchard Street right-of-way is installed, the right-of-way shall be improved to standards acceptable to the Department of Public Works.
10. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
11. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

CITY COUNCIL  
MEETING

FEBRUARY,  
2026

## 2025-SUP-07:

Consideration of a request by Pedro Rosario for a special use permit to operate a stand-alone vehicle repair shop at 3857 South Crater Road, Parcel ID 101090005, in the B-2, General Commercial Zoning District

# Subject Property

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# Request and Background

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- Subject property is 0.459 acres located in B-2, General Commercial District
- Applicant seeking to operate stand-alone vehicle repair shop in new 50' by 100' facility; special use permit is required
- Applicant currently operates PJ Auto Repair on adjoining property to north; states existing shop will be closed and operations moved to new facility
- Application accompanied by site plan showing proposed layout along with notes on compliance with City Code
- Special use permits may be granted public health, safety, and welfare will not be adversely affected and if safeguards are in place to protect surrounding property, persons, and neighborhood values

# Public Hearing and Applicant Response

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- At December 4, 2025 public hearing, concerns were raised about the current condition of the site, lack of landscaping shown in the plans, need for screening and attractive uses at city's gateway, and confusion over the existing billboard on the site
- Applicant updated plans to include sidewalk, landscaping, and screening along the front of the site, ornamental fence surrounding the property
- Applicant volunteered condition to remove billboard from the site when lease terminates in 2028
- Applicant removed existing vehicles from site outside of semi-trailer used for storage







*Petersburg*  
VIRGINIA

# Comprehensive Plan Considerations

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- Designated as Corridor Commercial on Future Land Use Map;
  - Provide goods and services “allowing residents to access amenities without leaving and keeping tax dollars within Petersburg”
  - “Main-Street” development pattern with buildings oriented towards street; high quality building materials, amenities, traffic calming encouraged
  - Land uses encouraged include hospitality, large commercial, office, and personal service uses and small-scale manufacturing
- Property located on designated corridor and near a city gateway:
  - Corridors strongly influence city’s “accessibility, attractiveness, and economic vitality”
  - Gateways are key places that “serve as the community’s front door, establishing first impressions and reinforcing perceptions of the city.”
  - Corridors can vary depending on surrounding uses, but City should prioritize improving image and attractiveness of gateways

# Recommendation

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- Based on the updated plans, Planning Commission recommended approval of the request in a 5 (aye) and 0 (nays) vote subject to the following conditions:

# Proposed Conditions

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1. The site shall be developed in substantial conformance with the application as well as the site plan, elevations, and renderings prepared by Purecraft Homes titled “PCH New PJ Auto Repair Shop” dated December 23, 2025.
2. The proposed streetscape improvements, including the installation of sidewalk, the ornamental fence, and the evergreen plantings shall be completed prior to issuance of a Certificate of Occupancy for the facility. Plantings within the screening area shall be located on private property and maintained by the property owner.
3. The applicant shall create and implement a plan for additional plantings along the perimeter of the property subject to review and acceptance by the City Arborist; the plantings shall be in place prior to issuance of a Certificate of Occupancy for the facility
4. The property shall be kept and maintained in a clean, orderly manner and with the exception of vehicles on site for repair, no open, outdoor storage of materials, including tires, is permitted.
5. The site shall not operate as a vehicle recovery, storage, or tow lot; wrecked or impounded vehicles shall not be stored on the site. Vehicles may be towed to the site for service, but the operator shall keep an inventory of when the vehicles arrive for service to assure compliance with condition 6 below.
6. No inoperable vehicles shall be stored for more than fourteen (14) days on the site unless they are actively being repaired. Active repair shall mean that no fourteen (14) day period passes in which the condition of a vehicle remains unchanged and/or the vehicle has not moved. No more than five (5) vehicles for repair shall be stored on the site at any point.

# Conditions cont.

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7. The existing billboard sign on the site shall be removed following the termination of the current lease on October 31, 2028.
8. A parking area shall be installed in accordance with Article 19 of the Zoning Ordinance; any vehicles stored on the site for repair shall be located in paved, striped spaces.
9. If an entrance from the Orchard Avenue right-of-way is installed, the right-of-way shall be improved to standards acceptable to the Department of Public Works.
10. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
11. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

**AN ORDINANCE APPROVING A PETITION FOR A SPECIAL USE PERMIT TO OPERATE A STAND-ALONE VEHICLE REPAIR SHOP AT 3857 SOUTH CRATER ROAD PARCEL IDENTIFICATION NUMBER 101090005 IN THE B-2, GENERAL COMMERCIAL ZONING DISTRICT**

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

WHEREAS, the City received a petition from Pedro Rosario, owner of 3857 South Crater Road, Tax Parcel Number 101090005, located in the B-2, General Commercial Zoning District for a special use permit to operate a stand-alone vehicle repair shop pursuant to Article 23, Section 4 of the Zoning Ordinance; and

WHEREAS, the applicant seeks to cease operations at his current shop at 3851 South Crater Road to construct a new vehicle repair shop on the subject property; and

WHEREAS, the applicant intends to develop the subject property in accordance with the site plan entitled "PCH New PJ Auto Repair Shop" dated November 19, 2025; and

WHEREAS, the Comprehensive Plan designates the property as Corridor Commercial on the Future Land Use Map and the property is within a designated corridor and gateway area; and

WHEREAS, the City Council has considered a number of conditions as listed below to mitigate potential adverse impacts to surrounding properties and general welfare; and

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

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby approve a petition for a Special Use Permit to operate a stand-alone vehicle repair shop at 3857 South Crater Road subject to the following conditions:

1. The site shall be developed in substantial conformance with the application as well as the site plan, elevations, and renderings prepared by Purecraft Homes titled "PCH New PJ Auto Repair Shop" dated December 23, 2025.
2. The proposed streetscape improvements, including the installation of sidewalk, the ornamental fence, and the evergreen plantings shall be completed prior to issuance of a Certificate of Occupancy for the facility. Plantings within the screening area shall be located on private property and maintained by the property owner.
3. The applicant shall create and implement a plan for additional plantings along the perimeter of the property subject to review and acceptance by the City Arborist; the plantings shall be in place prior to issuance of a Certificate of Occupancy for the facility.
4. The property shall be kept and maintained in a clean, orderly manner and with the exception of vehicles on site for repair, no open, outdoor storage of materials, including tires, is permitted.
5. The site shall not operate as a vehicle recovery, storage, or tow lot; wrecked or impounded vehicles shall not be stored on the site. Vehicles may be towed to the site for service, but the operator shall keep an inventory of when the vehicles arrive for service to assure compliance with condition 6 below.

6. No inoperable vehicles shall be stored for more than fourteen (14) days on the site unless they are actively being repaired. Active repair shall mean that no fourteen (14) day period passes in which the condition of a vehicle remains unchanged and/or the vehicle has not moved. No more than five (5) vehicles for repair shall be stored on the site at any point.
7. The existing billboard sign on the site shall be removed following the termination of the current lease on October 31, 2028
8. A parking area shall be installed in accordance with Article 19 of the Zoning Ordinance; any vehicles stored on the site for repair shall be located in paved, striped spaces.
9. If an entrance from the Orchard Street right-of-way is installed, the right-of-way shall be improved to standards acceptable to the Department of Public Works.
10. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
11. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.



## City of Petersburg

### Department of Planning and Community Development

#### PROCEDURES FOR PETITION FOR SPECIAL USE PERMITS

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

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

**PETITION FOR SPECIAL USE PERMIT**

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

CASE NUMBER: \_\_\_\_\_

APPLICANT: PEDRO ROSARIO

ADDRESS: 3857 S CRATER ROAD, PETERSBURG, VIRGINIA

I, Pedro Rosario hereby petition for a special use permit for \_\_\_\_\_  
at the following described properties:

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

AUTO REPAIR SHOP PROVIDING ROUTINE VEHICLE MAINTENANCE & REPAIRS SERVICES INSIDE AN ENCLOSED BUILDING. ORGANIZED OUTSIDE PARKING OF VEHICLES AWAITING SERVICE WILL BE LIMITED, STRIPPED SPACES ONLY

**B. PROPERTY INFORMATION**

1. Tax Parcel Identification Number(s):

101090005

2. Current Street Address(es) if assigned:

3857 S CRATER ROAD, PETERSBURG VA

3. Approximate Area:

19,994 sq. ft.

0.459 acres

4. Public Street Frontage:

≅ 102 ft.

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

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

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

7. Brief:

Said deed restrictions will expire on: \_\_\_\_\_

**C. JUSTIFICATION FOR SPECIAL USE PERMIT**

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

THE PROPOSED AUTO REPAIR SHOP WILL CONSTRUCT A NEW 50' X 100' FACILITY AT 3857 S. CRATER RD & RELOCATE THE EXISTING BUSINESS, LEAVING THE CURRENT LOCATION VACANT. ALL REPAIR WORK WILL OCCUR INSIDE THE BUILDING. THE NEW FACILITY WILL IMPROVE THE APPEARANCE & FUNCTION OF THE COMMERCIAL CORRIDOR, SUPPORT LOCAL JOBS, & PROVIDE A NEEDED COMMUNITY SERVICE.

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

ALL ACTIVITIES WILL OCCUR INSIDE THE NEW BUILDING, ENSURING NOISE, ODOR, & WORK OPERATIONS ARE FULLY CONTAINED. VEHICLES AWAITING SERVICE PARKED ONLY IN DESIGNATED SPACES TO MAINTAIN ODOR & CLEAN SITE. THE RELOCATION WILL IMPROVE SITE CONDITIONS, OPERATOR VISUAL QUALITY, & SUPPORT LOCAL EMPLOYMENT WITHOUT CREATING NEGATIVE IMPACT.

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

THE PROPOSED USE WILL PROVIDE A NEEDED AUTOMOTIVE SERVICE TO RESIDENTS & BUSINESSES WHILE SUPPORTING LOCAL EMPLOYMENT & ECONOMIC ACTIVITY. RELOCATING THE EXISTING SHOP INTO A NEW, CODE COMPLIANT BUILDING IMPROVES THE VISUAL QUALITY FUNCTION OF THE CORRIDOR.

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

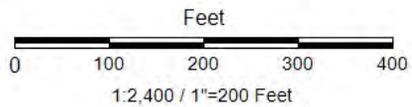
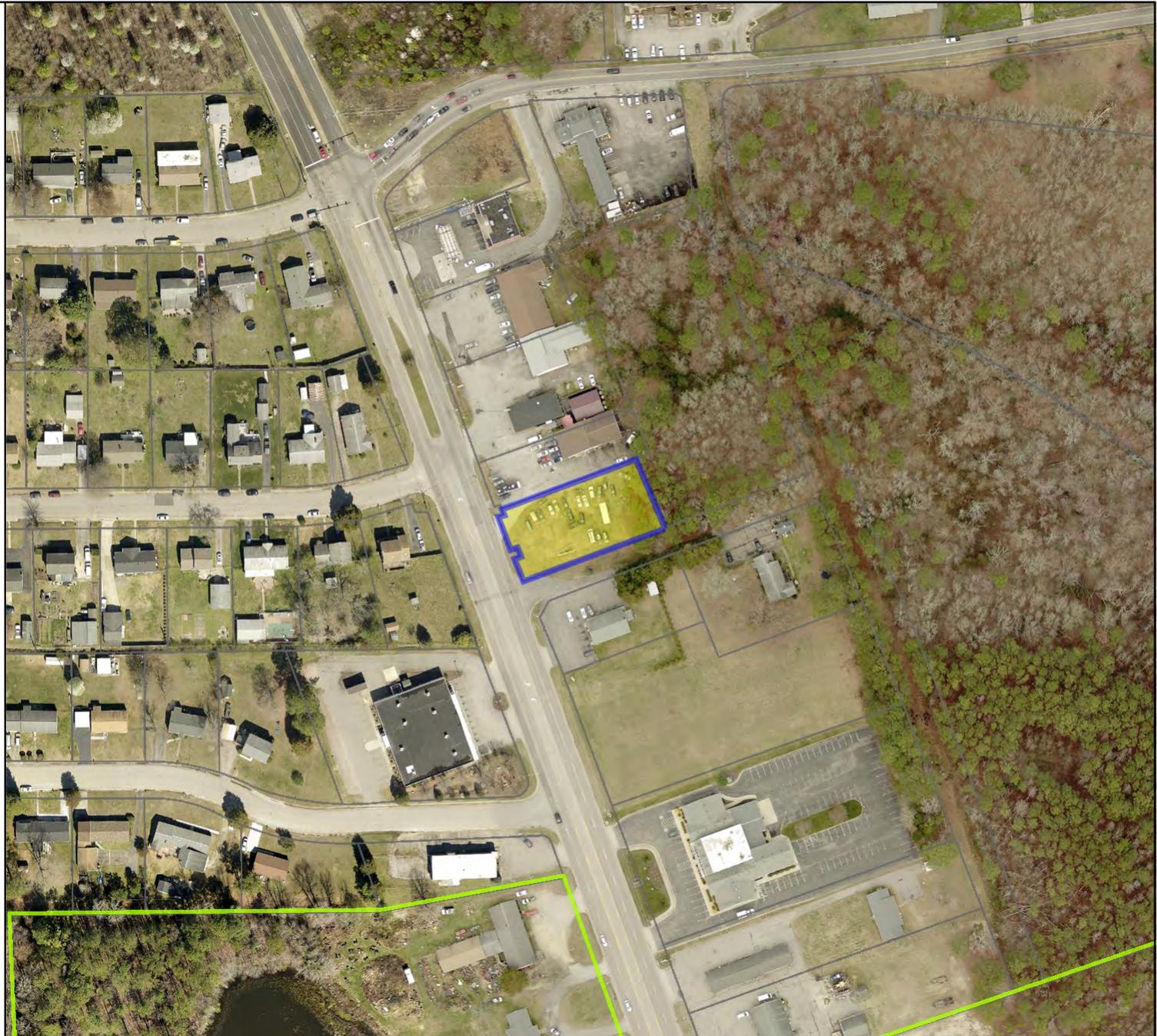
I CURRENTLY OWN & OPERATE PJ AUTO REPAIR SHOP AT 3851 S. CRATER RD, WHERE I HAVE SUCCESSFULLY PROVIDED AUTOMOTIVE REPAIR SERVICES FOR SEVERAL YEARS, I MAINTAIN A CLEAN & PROFESSIONAL OPERATION WITH STRONG CUSTOMER RELATIONSHIPS. RELOCATING TO A NEW BUILDING WILL ALLOW ME TO CONTINUE THE SAME QUALITY OF SERVICE IN AN IMPROVED & MODERN FACILITY.



# Petersburg, Virginia

## Legend

-  City Boundary
-  Parcels



**Title: Location Map**

**Date: 11/25/2025**

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



3857 S CRATER ROAD, PETERSBURG, VIRGINIA 23805



12/31/2025

PRELIMINARY

RESIDENTIAL  
DESIGNER

NAMESON, JONES, JR.  
njones@purecraft-homes.com  
(703) 664-0223

CLIENT

PERCUT DESIGN  
perc\_design@hotmail.com  
904-846-5386

METAL BUILDING  
SUPPLIER

BOB BARTLETT  
rob@craftmetalsstructures.com  
(888) 907-6006

# PCH NEW PJ AUTO REPAIR SHOP

## the 2025-061

# GENERAL NOTES

- GENERAL CONSTRUCTION NOTES:**
- THESE DRAWINGS ESTABLISH THE COLLABORATIVE RELATIONSHIP BETWEEN THE DESIGNER AND THE CLIENT. WITH THE DESIGNER PROVIDING CREATIVE SOLUTIONS AND EXPERTISE TO FULFILL THE CLIENTS VISION AND PROJECT REQUIREMENTS.
  - ALL CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND ORDINANCES OR AGENCIES HAVING JURISDICTION OVER THIS PROJECT.
  - ESTABLISH AND MAINTAIN PROJECT SAFETY DURING CONSTRUCTION TO PROTECT PERSONNEL, TENANTS, AND BUILDING OCCUPANTS. REQUIREMENTS INCLUDE, BUT SHALL NOT BE LIMITED TO OSHA PART 1926 LATEST EDITION.
  - THE GENERAL CONTRACTOR SHALL ARRANGE ALL INSPECTIONS AND TESTS AS SPECIFIED OR REQUIRED BY THE BUILDING DEPARTMENT AND SHALL PAY ALL COSTS AND FEES FOR SAME. THE CONTRACTOR SHALL SECURE ALL BUILDING PERMITS AND UPON COMPLETION OF THE PROJECT (PRIOR TO FINAL PAYMENT) DELIVER TO THE OWNER A CERTIFICATE OF OCCUPANCY OR USE FROM THE BUILDING DEPARTMENT.
  - ALL PLUMBING AND ELECTRICAL WORK SHALL BE PERFORMED BY STATE LICENSED CONTRACTORS. CONTRACTORS SHALL SUBMIT ALL REQUIRED PERMITS, CERTIFICATES, AND SIGN-OFFS TO OWNER AND RESIDENTIAL DESIGNER FOR THEIR RECORDS.
  - THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, BE FAMILIAR WITH THE EXISTING CONDITIONS, AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT PRIOR TO SUBMISSION OF CONSTRUCTION PROPOSAL AND BEFORE COMMENCEMENT OF THE WORK. THE DRAWINGS REFLECT CONDITIONS REASONABLY INFERRED FROM THE EXISTING VISIBLE CONDITIONS BUT CANNOT GUARANTEED BY THE RESIDENTIAL DESIGNER. DRAWINGS MAY BE SCALED FOR ESTIMATING PURPOSES AND FOR GENERAL REFERENCE ONLY. FOR ALL OTHER DIMENSIONS OR LOCATIONS CONSULT THE RESIDENTIAL DESIGNER OR REFER TO DIMENSIONS ON DRAWINGS. VERIFY ALL DIMENSIONS IN THE FIELD.
  - CONTRACTOR SHALL FIELD VERIFY ALL MEASUREMENTS, LOCATIONS, AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT (WHETHER SUPPLIED BY THE OWNER OR OTHERS) WITH THE SUPPLIER OR MANUFACTURER PRIOR TO THE START OF RELATED WORK.
  - THE GENERAL CONTRACTOR SHALL LAY OUT ALL WORK AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS FOR TRADES SUCH AS ELECTRICAL, PLUMBING, ETC.
  - THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER SHALL PROVIDE AND MAINTAIN ACCESS TO THE PREMISES AT ALL TIMES.
  - THE GENERAL CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE FREE AND CLEAR OF ALL DEBRIS AND KEEP OUT ALL UNAUTHORIZED PERSONS. UPON COMPLETION OF WORK, THE ENTIRE CONSTRUCTION AREA IS TO BE THOROUGHLY CLEANED AND PREPARED FOR OCCUPANCY BY OWNER. ALL MATERIALS AND DEBRIS RESULTING FROM THE CONTRACTOR'S WORK SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY. CARE SHALL BE TAKEN DURING CONSTRUCTION THAT NO DEBRIS OR MATERIALS ARE DEPOSITED IN ANY RIGHT OF WAY AREA.
  - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING AND NEW CONDITIONS AND MATERIALS ON THE SITE. ANY DAMAGE CAUSED BY OR DURING THE EXECUTION OF THE WORK IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
  - ANY VARIATIONS FROM INDICATED DIMENSIONS OR CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE RESIDENTIAL DESIGNER.
  - NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE RESIDENTIAL DESIGNER.
  - NO CUTTING OR DAMAGE TO BUILDING STRUCTURAL COMPONENTS** WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE RESIDENTIAL DESIGNER.
  - PROVIDE BRACING, BLOCKING, AND/OR STRUCTURE AS REQUIRED TO FACILITATE INSTALLATION OF ALL WALL AND MILLWORK MOUNTED EQUIPMENT. IN NEW AND EXISTING WALLS THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SUPPORT REQUIRED TO MAINTAIN THE INTEGRITY OF THE WALLS AND THE SECURITY OF THE EQUIPMENT.
  - ALL WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. PROVIDE WOOD BLOCKING IN ALL STUD WALLS AT MILLWORK AND SPECIAL ITEM ANCHORING POINTS. WOOD BLOCKING SHALL **BIMODISTURE TREATED IF LOCATED IN DAMP LOCATIONS OR ADJACENT TO CONCRETE OR MASONRY CONSTRUCTION** . IF WOOD BLOCKING IS NOT PERMITTED BY CODE, THEN METAL STRIPS SHALL BE USED.
  - THE CONTRACTOR IS RESPONSIBLE FOR FIELD DIMENSIONS OF ALL MILLWORK, GLASS, DOOR OPENINGS, AND OTHER STRUCTURES PRIOR TO COMMENCEMENT OF FABRICATION.
  - ALL WORK SHALL CONFORM IN QUALITY TO ACCEPTED INDUSTRY STANDARDS. ALL MILLWORK SHALL CONFORM TO A.W.I. PREMIUM GRADE STANDARDS, UNLESS OTHERWISE NOTED.
  - THE MATERIALS USED FOR CONSTRUCTION OF SPACE SHALL NOT CONTAIN ASBESTOS, P.C.B. OR ANY OTHER HAZARDOUS MATERIALS OF ANY TYPE. MANUFACTURERS' NAMES AND TRADEMARKS SHALL NOT BE PROMINENTLY VISIBLE TO THE PUBLIC.
  - ALL WALLS TO BE LAID OUT AT 90 DEGREE ANGLES UNLESS OTHERWISE NOTED.
  - THE SCOPE OF WORK OF ALL TRADES IS TO INCLUDE ALL MATERIALS AND LABOR REQUIRED TO TOTALLY COMPLETE THE PROJECT AND BE FUNCTIONALLY CONSISTENT WITH THE DESIGN INTENT AS EXPRESSED IN THE CONSTRUCTION DOCUMENTS.
  - ALL UTILITIES SHALL BE CONNECTED TO PROVIDE GAS, ELECTRIC, AND WATER TO ALL EQUIPMENT **WHETHER SAID EQUIPMENT IS IN CONTRACT OR NOT, EQUIPMENT SHALL BE GUARANTEED TO FUNCTION PROPERLY UPON COMPLETION.**
  - ALL APPLIANCES, FIXTURES, EQUIPMENT, HARDWARE, ETC. SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND PROCEDURES.
  - THERMOSTATS SHALL NOT BE LOCATED IN THE CENTER OF A WALL, ON AN ACCEP/ SPECIALTY WALL, OR IN A LOCATION WHICH CONFLICTS WITH FURNISHINGS WITHOUT THE ARCHITECT'S APPROVAL.
  - WRITTEN WORDS TAKE PRECEDENCE OVER DRAWN LINES.** LARGE SCALE DETAILS AND PLANS TAKE PRECEDENCE OVER SMALLER DETAILS AND PLANS.
  - MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED BUT NECESSARY FOR PROPER AND ACCEPTABLE CONSTRUCTION, INSTALLATION, OR OPERATION OF ANY PART OF THE WORK AS DETERMINED BY THE RESIDENTIAL DESIGNER SHALL BE INCLUDED IN THE WORK AS INDICATED ON THE DRAWINGS.
  - ALL ARCHITECTURAL DRAWINGS AND CONSTRUCTION NOTES ARE COMPLEMENTARY. WHAT IS INDICATED AND CALLED FOR BY ONE SHALL BE BINDING AS THOUGH CALLED FOR BY ALL. NO DEVIATION FROM THE DRAWINGS SHALL BE MADE WITHOUT THE RESIDENTIAL DESIGNER'S WRITTEN AUTHORIZATION.
  - ALL WORK SHALL BE GUARANTEED FOR ONE YEAR AFTER FINAL APPROVAL. THE GENERAL CONTRACTOR SHALL SIGN THE WRITTEN GUARANTEE AS PROVIDED BY THE OWNER. THE GUARANTEE SHALL COVER ALL GENERAL AND SUBCONTRACTOR WORK. ALL DEFECTS DISCOVERED DURING THIS PERIOD SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
  - ALL DIMENSIONS ARE TO FACE OF STUD.** OR CENTERLINE OF STRUCTURE UNLESS OTHERWISE NOTED.
  - DOOR AND WINDOW DETAILS ARE INDICATED ON THE DOOR AND WINDOW SCHEDULES. DOOR AND WINDOW DIMENSIONS ARE TO CENTERLINES OF UNITS UNLESS OTHERWISE NOTED.

# LEGEND

- Wall Type (see wall type schedule)
- Door Type (see door schedule)
- Window Type (see window schedule)
- Building Section
- Wall Section
- Detail Number
- Building Elevation
- Interior Elevation
- Elevation Mark
- Room Name / Number
- Column Line
- Centerline
- Revision Tag

- A.C.I. AMERICAN CONCRETE INSTITUTE
- BLDG. BUILDING
- CONC. CONCRETE
- C.J. CONTROL JOINT
- COL. COLUMN
- DET. DETAIL
- DIA. DIAMETER
- DN. DOWN
- EL/ELEV. ELEVATION
- ELEC. ELECTRICAL
- EQ. EQUAL
- FIN. FINISH
- FLR. FLOOR
- GALV. GALVANIZED
- GYP. GYPSUM
- I.D. INSIDE DIAMETER
- JT. JOINT
- MECH. MECHANICAL
- MIN. MINIMUM
- N.T.S. NOT TO SCALE
- NO. NUMBER
- O.C. ON CENTER
- OPG. OPENING
- O.D. OUTSIDE DIAMETER
- U.N.O. UNLESS NOTED OTHERWISE
- REF. REFERENCE
- R. RISER
- R.O. ROUGH OPENING
- RM. ROOM
- S./STL. STAINLESS STEEL
- STRUCT. STRUCTURAL
- SPEC. SPECIFICATIONS
- T.O. TOP OF (...)
- T.O.CONC. TOP OF CONCRETE
- T.O.F. TOP OF FRAMING
- T.O.STL. TOP OF STEEL
- T.O.W. TOP OF WALL
- T. TREAD
- TYP. TYPICAL
- @ AT
- + AND
- BD. BOARD
- A.F.F. ABOVE FINISHED FLOOR
- U.N.O. UNLESS OTHERWISE NOTED
- V.L.F. VERIFY IN FIELD

# DRAWING LIST

- C0.0 COVER PAGE
- G0.1 GENERAL NOTES
- G0.2 DRAWING STANDARDS
- C0.1 ARCHITECTURAL SITE PLAN
- C0.2 ARCHITECTURAL SITE PLAN DETAILS
- C0.3 ARCHITECTURAL SITE RENDERINGS
- C0.4 ARCHITECTURAL SITE RENDERINGS
- C0.5 ARCHITECTURAL SITE RENDERINGS
- C0.6 ARCHITECTURAL SITE RENDERINGS
- C0.7 ARCHITECTURAL SITE RENDERINGS
- A0.1 NEW WORK FOUNDATION PLAN
- A0.1a NEW WORK FOUNDATION DETAILS
- A1.1 NEW WORK FLOOR PLAN
- A1.2 NEW WORK ROOF PLAN
- A2.1 ELEVATIONS
- A2.2 ELEVATIONS
- A3.1 BUILDING SECTIONS

# SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF THE CONSTRUCTION OF A NEW 100'-0" x 50'-0" (5,000 SF) SINGLE-STORY AUTO REPAIR FACILITY ON THE SUBJECT PROPERTY. THE PROJECT INCLUDES AN 80'-0" x 50'-0" PRE-ENGINEERED METAL BUILDING (PEMB) SUPPLIED AND ENGINEERED BY THE METAL BUILDING MANUFACTURER TO HOUSE THE AUTO MECHANIC SHOP AND SERVICE BAYS, AND A 20'-0" x 50'-0" CONVENTIONALLY CONSTRUCTED SUPPORT AREA FRAMED WITH NON-LOAD-BEARING COLD-FORMED METAL STUDS TO ACCOMMODATE THE WAITING AREA, RECEPTION, OFFICE, RESTROOM, AND EMPLOYEE ROOM. THE BUILDING WILL BE CONSTRUCTED ON A 6-INCH CONCRETE SLAB-ON-GRADE WITH INTEGRAL TURNDOWN FOOTINGS, WITH CONTROL JOINTS PROVIDED AT GRID LINES AS INDICATED. ALL VEHICLE REPAIR ACTIVITIES WILL OCCUR WITHIN THE ENCLOSED SHOP AREA. ASSOCIATED WORK INCLUDES INTERIOR PARTITIONS, DOORS, FINISHES, UTILITIES, SITE ACCESS, PARKING, LANDSCAPING, SCREENING, AND COORDINATION WITH EXISTING SITE FEATURES, INCLUDING MAINTENANCE ACCESS TO THE EXISTING BILLBOARD. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE, APPLICABLE ZONING ORDINANCES, AND APPROVED CONSTRUCTION DOCUMENTS.

# DISCLAIMER

IN ACCORDANCE WITH THE CODE OF VIRGINIA § 54.1-402, A LICENSED ARCHITECT IS NOT REQUIRED FOR THE DESIGN OF SINGLE-FAMILY HOMES, DUPLEXES, OR OTHER RESIDENTIAL STRUCTURES OF UP TO TWO STORIES. THESE DRAWINGS HAVE BEEN PREPARED BY A QUALIFIED RESIDENTIAL DESIGNER AND ARE INTENDED FOR USE WITHIN THE SCOPE OF RESIDENTIAL PROJECTS AS PERMITTED BY VIRGINIA LAW.

# CODE ANALYSIS

CODE EDITION: VIRGINIA CONSTRUCTION CODE, 2021  
 USE GROUP: S-3, B  
 CONSTRUCTION TYPE: I-B (NON-COMBUSTIBLE CONSTRUCTION)

CONDITIONED SPACE SQ FT  
 1ST FLOOR: 5000 SQ FT

BUILDING SITE COVERAGE  
 SITE AREA: 20,700 SQ FT  
 APPROXIMATE HEIGHT: 22'-0"

# DESIGN CRITERIA

FLOOR LIVE LOAD: 125 PSF  
 OFFICE ROOMS LIVE LOAD: 40 PSF  
 ROOF LIVE LOAD: 20 PSF  
 GROUND SNOW LOAD (ASCE): 5 PSF  
 BASIC WIND SPEED: 115 MPH, RISK CATEGORY II  
 SEISMIC CATEGORY: C  
 FROST/FOOTING DEPTH: 18 INCHES

# ENERGY CODE

SYSTEM: 2021 IECC CODE REQUIRED MINIMUMS  
 Windows: U-Value: 0.38  
 Ceiling: R30  
 Walls: R13 or R13 (cavity) + R3.8 (insulated shtg)  
 Slab: R10

STAMP SEAL



**PCH NEW PJ AUTO REPAIR SHOP**  
**2025-061**  
3807 S CENTER ROAD, FREDERICKSBURG, VIRGINIA 22405

Project No. 250061

**12/31/2025**

Revisions

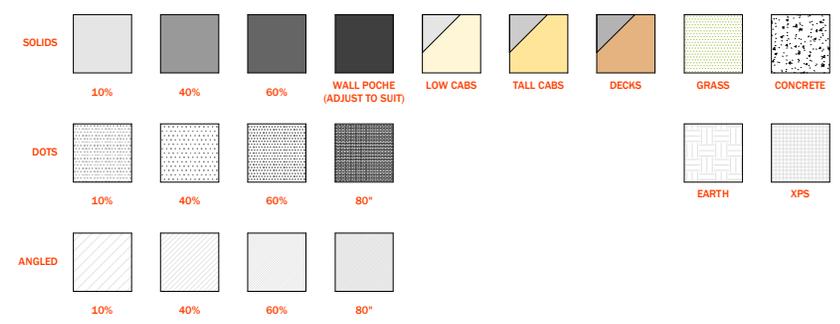
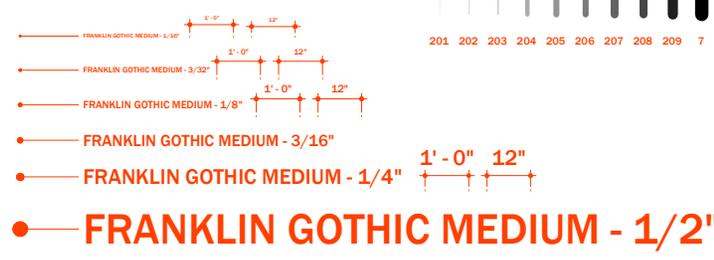
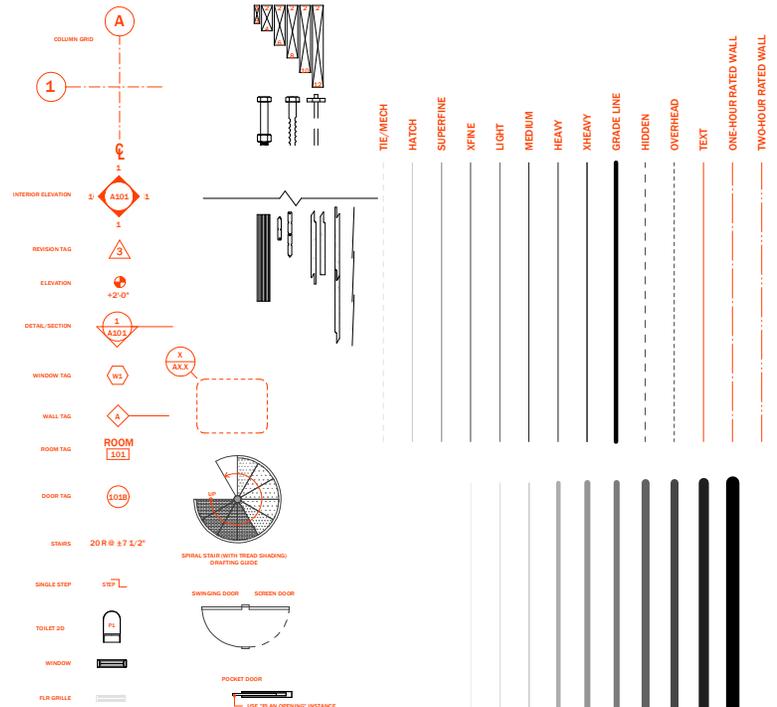

Name  
 1. PERMIT DRAWINGS  
 2.  
 3.

Scale: 1/4" = 1'-0"

**GENERAL NOTES**

**GO.1**

Sheet No. 02025



PCH NEW PJ AUTO REPAIR SHOP  
 2025-061  
3807 S GARDNER ROAD, PETERSBURG, VIRGINIA 23081

Project No. 250061

12/31/2025

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Note  
 1. PERMIT DRAWINGS  
 2.  
 3.

Scale As Indicated

DRAWING STANDARDS

**G0.2**

Sheet No. 02025





**ARCHITECTURAL SITE RENDERING NOTES**

THESE RENDERINGS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE INTENDED TO CONVEY THE OVERALL DESIGN INTENT, SCALE, MATERIAL CHARACTER, AND SITE ORGANIZATION OF THE PROPOSED DEVELOPMENT.

THE PROPOSED AUTO REPAIR FACILITY IS DESIGNED AS A LOW-PROFILE, CLEAN, AND WELL-ORGANIZED COMMERCIAL USE THAT COMPLEMENTS THE SURROUNDING CORRIDOR AND ADJACENT PROPERTIES.

THE BUILDING ARCHITECTURE EMPHASIZES A SIMPLE FORM, NEUTRAL COLORS, AND DURABLE MATERIALS TO PRESENT A PROFESSIONAL AND MAINTAINED APPEARANCE CONSISTENT WITH CITY BEAUTIFICATION GOALS.

ALL VEHICLE SERVICE AND REPAIR ACTIVITIES ARE INTENDED TO OCCUR WITHIN THE ENCLOSED BUILDING. NO OUTDOOR REPAIR ACTIVITIES ARE PROPOSED.

PARKING AREAS ARE ORGANIZED AND STRIPED TO PROMOTE SAFE VEHICLE CIRCULATION, CLEAR SIGHTLINES, AND AN ORDERLY SITE LAYOUT.

**SCREENING, FENCING, & LANDSCAPE INTENT**

DECORATIVE METAL FENCING WITH MASONRY PIERS IS PROVIDED ALONG STREET FRONTAGES AND PERIMETER AREAS TO DEFINE THE SITE EDGE, ENHANCE SECURITY, AND IMPROVE VISUAL APPEARANCE.

EVERGREEN LANDSCAPING IS USED ALONG THE PERIMETER AND STREET FRONTAGES TO PROVIDE YEAR-ROUND VISUAL SCREENING AND TO SOFTEN THE APPEARANCE OF PARKING AND OPERATIONAL AREAS.

TREE PLANTINGS SHOWN IN THE RENDERINGS REPRESENT PROPOSED EVERGREEN SPECIES SUCH AS THUJA 'GREEN GIANT', EASTERN RED CEDAR, OR NELLIE R. STEVENS HOLLY, OR APPROVED EQUAL.

THE COMBINATION OF DECORATIVE FENCING AND EVERGREEN LANDSCAPING IS INTENDED TO MEET THE SCREENING AND BEAUTIFICATION OBJECTIVES OF THE PETERSBURG ZONING ORDINANCE.

**BILLBOARD CONTEXT & COMPATIBILITY**

THE EXISTING BILLBOARD SHOWN IN THE RENDERINGS IS AN EXISTING CONDITION OWNED AND MAINTAINED BY A THIRD-PARTY SIGN COMPANY AND IS NOT PART OF THE PROPOSED DEVELOPMENT SCOPE.

THE SITE DESIGN INTENTIONALLY MAINTAINS CLEAR, PAVED ACCESS TO THE BILLBOARD STRUCTURE TO ALLOW MAINTENANCE AND SIGN CHANGES WITHOUT INTERFERING WITH SITE OPERATIONS.

NO PARKING OR STORAGE IS PERMITTED WITHIN THE BILLBOARD ACCESS AREA, AS DEPICTED IN THE SITE PLAN AND ILLUSTRATED IN THE RENDERINGS.

LANDSCAPING AND FENCING ARE ARRANGED TO VISUALLY INTEGRATE THE BILLBOARD INTO THE SITE WHILE MAINTAINING A CLEAN AND ORDERLY APPEARANCE FROM PUBLIC VIEW.

**OVERALL PROJECT INTENT**

THE RENDERINGS DEMONSTRATE THE INTENDED RELATIONSHIP BETWEEN THE BUILDING, PARKING, LANDSCAPING, AND STREET FRONTAGES TO CREATE A COHESIVE AND ATTRACTIVE COMMERCIAL DEVELOPMENT.

THE PROPOSED DESIGN SEEKS TO ENHANCE THE VISUAL CHARACTER OF THE S. CRATER ROAD AND ORCHARD STREET CORRIDORS WHILE SUPPORTING A FUNCTIONAL AND COMPLIANT AUTO REPAIR USE.

FINAL MATERIALS, COLORS, AND LANDSCAPE INSTALLATIONS SHALL BE SUBJECT TO CITY REVIEW AND APPROVAL IN ACCORDANCE WITH APPLICABLE ORDINANCES AND PERMIT REQUIREMENTS.



STAMP SEAL



Premier Partner  
**AIBD**  
 AMERICAN INSTITUTE OF BUILDING DESIGN  
 MEMBER NUMBER: 700508071  
 PCH NEW PJ AUTO REPAIR SHOP  
 2025-061  
3807 S CRATER ROAD, PETERSBURG, VIRGINIA 23080

Project No. 250061

12/31/2025

Revisions


Note  
 1. PERMIT DRAWINGS  
 2.  
 3.

Scale

ARCHITECTURAL SITE RENDERINGS

**C0.3**

Sheet No. 03025



STAMP SEAL



Premier Partner



AMERICAN INSTITUTE OF BUILDING DESIGN  
MEMBER NUMBER: 700508071

PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S CENTER ROAD, PETERSBURG, VIRGINIA 23086

Project No. 250061

12/31/2025

Revisions


Note  
1. PERMIT DRAWINGS  
2.  
3.

Scale

ARCHITECTURAL  
SITE RENDERINGS

**C0.4**

Sheet No. 0205



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PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S CENTER ROAD, PETERSBURG, VIRGINIA 23103

Project No. 250061

12/31/2025

Revisions


Notes  
1. PERMIT DRAWINGS  
2.  
3.

Scale

ARCHITECTURAL  
SITE RENDERINGS

**C0.5**

Sheet No. 02025



STAMP SEAL



Premier Partner



PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S CENTER ROAD, PETERSBURG, VIRGINIA 23103

Project No. 250061

12/31/2025

Revisions


Notes  
1. PERMIT DRAWINGS  
2.  
3.

Scale

ARCHITECTURAL  
SITE RENDERINGS

**C0.6**

Sheet No. 02005

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
2025-061

3807 S CENTER ROAD, PETERSBURG, VIRGINIA 23103

Project No. 250061

12/31/2025

Revisions


Name

1. PERMIT DRAWINGS
- 2.
- 3.

Scale

ARCHITECTURAL SITE RENDERINGS

C0.7

Sheet No. 02005



# FOUNDATION/ SLAB ON GRADE NTOES

## SUBGRADE / EARTHWORK

CONTRACTOR SHALL VERIFY SUBGRADE IS UNDISTURBED, COMPETENT SOIL OR PROPERLY COMPACTED STRUCTURAL FILL PRIOR TO PLACEMENT OF BASE AND CONCRETE. REMOVE ORGANIC MATERIAL, TOPSOIL, DEBRIS, SOFT/UNSTABLE AREAS, AND REPLACE WITH COMPACTED STRUCTURAL FILL. PROVIDE PROOF-ROLLING OF BUILDING PAD TO IDENTIFY SOFT SPOTS; REMOVE AND RECOMPACT AS REQUIRED.

FILL PLACEMENT SHALL BE IN MAX 8" LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR (ASTM D1557) UNDER SLABS, FOUNDATIONS UNLESS OTHERWISE DIRECTED BY GEOTECHNICAL RECOMMENDATIONS.

MINIMUM COMPACTED GRANULAR BASE: 4" (MIN) CRUSHED STONE / VDOT #57 OR APPROVED EQUIVALENT UNDER ALL SLABS (UNLESS OTHERWISE NOTED).

## SLAB-ON-GRADE

PROVIDE 6" THICK NORMAL-WEIGHT CONCRETE SLAB-ON-GRADE OVER GRANULAR BASE. SLAB SHALL BE PLACED ON PROPERLY COMPACTED SUBGRADE AND GRANULAR BASE; DO NOT PLACE CONCRETE ON FROZEN SUBGRADE OR STANDING WATER. PROVIDE VAPOR RETARDER: 10 MIL (MIN) POLYETHYLENE, LAPPED 6" (MIN) AT JOINTS AND TAPED; EXTEND TO SLAB EDGES AND PENETRATIONS (COORDINATE WITH PEMB/ DETAILS). PROVIDE TERMITE TREATMENT WHERE REQUIRED BY CODE / LOCAL PRACTICE AND SITE CONDITIONS; COORDINATE WITH LICENSED PEST CONTROL PROVIDER.

## THICKENED EDGE / TURNDOWN FOOTING

PROVIDE CONTINUOUS THICKENED SLAB EDGE (TURNDOWN FOOTING) AT PERIMETER OF BUILDING (AND AT INTERIOR THICKENED LINES WHERE REQUIRED BY METAL BUILDING MANUFACTURER). TURNDOWN FOOTING WIDTH/DEPTH AND REINFORCEMENT SHALL BE PER METAL BUILDING FOUNDATION REACTIONS AND/OR ENGINEERED FOUNDATION DESIGN. BOTTOM OF FOOTING SHALL BE SET BELOW LOCAL FROST DEPTH AND ON COMPETENT SOIL. IF LOCAL FROST DEPTH IS NOT SPECIFIED ON THE PLANS, SET FOOTING BEARING ELEVATION PER CITY OF PETERSBURG REQUIREMENTS AND FIELD VERIFIED CONDITIONS.)

## CONCRETE MATERIALS

CONCRETE SHALL CONFORM TO ASTM C94. MIN COMPRESSIVE STRENGTH: SLAB F'c = 3,500 PSI (MIN); FOOTINGS/THICKENED EDGE F'c = 3,000 PSI (MIN) UNLESS OTHERWISE REQUIRED BY ENGINEER OR PEMB DESIGN. AIR ENTRAINMENT AND ADMIXTURES SHALL BE PER MIX DESIGN AND WEATHER CONDITIONS; CALCIUM CHLORIDE ADMIXTURES NOT PERMITTED.

## REINFORCEMENT / ANCHORAGE

SLAB AND TURNDOWN REINFORCEMENT SHALL BE PROVIDED AS INDICATED ON PLANS AND/OR AS REQUIRED BY ENGINEERED FOUNDATION DESIGN AND METAL BUILDING MANUFACTURER.

ANCHOR BOLTS/RODS SHALL BE LOCATED PER PEMB ANCHOR BOLT SETTING PLAN; TEMPLATE/SETTING SHALL BE VERIFIED PRIOR TO CONCRETE PLACEMENT. PROVIDE REBAR SUPPORTS/CHAIRS TO MAINTAIN REQUIRED POSITION AND CONCRETE COVER.

MINIMUM CONCRETE COVER SHALL CONFORM TO ACI REQUIREMENTS (TYPICAL: 3" WHERE CAST AGAINST EARTH, 2" TO WEATHER/EARTH FOR #6 AND LARGER, 1-1/2" FOR #5 AND SMALLER, AND 3/4" (MIN) IN SLABS UNLESS NOTED OTHERWISE).

## CONTROL JOINTS (REQUIRED)

PROVIDE CONTROL JOINTS AT EACH GRID LINE, TYPICAL, UNLESS OTHERWISE NOTED. CONTROL JOINTS SHALL BE SAW-CUT OR TOOLED TO A DEPTH OF 1/4 SLAB THICKNESS (MIN). CONTROL JOINTS SHALL BE INSTALLED AS SOON AS PRACTICAL AFTER FINISHING (TYPICALLY SAME DAY) TO MINIMIZE RANDOM CRACKING. CONTROL JOINT LAYOUT SHALL BE COORDINATED WITH DOOR OPENINGS, COLUMN LINES, AND EQUIPMENT PADS TO AVOID "T" INTERSECTIONS WHERE POSSIBLE.

## ISOLATION JOINTS

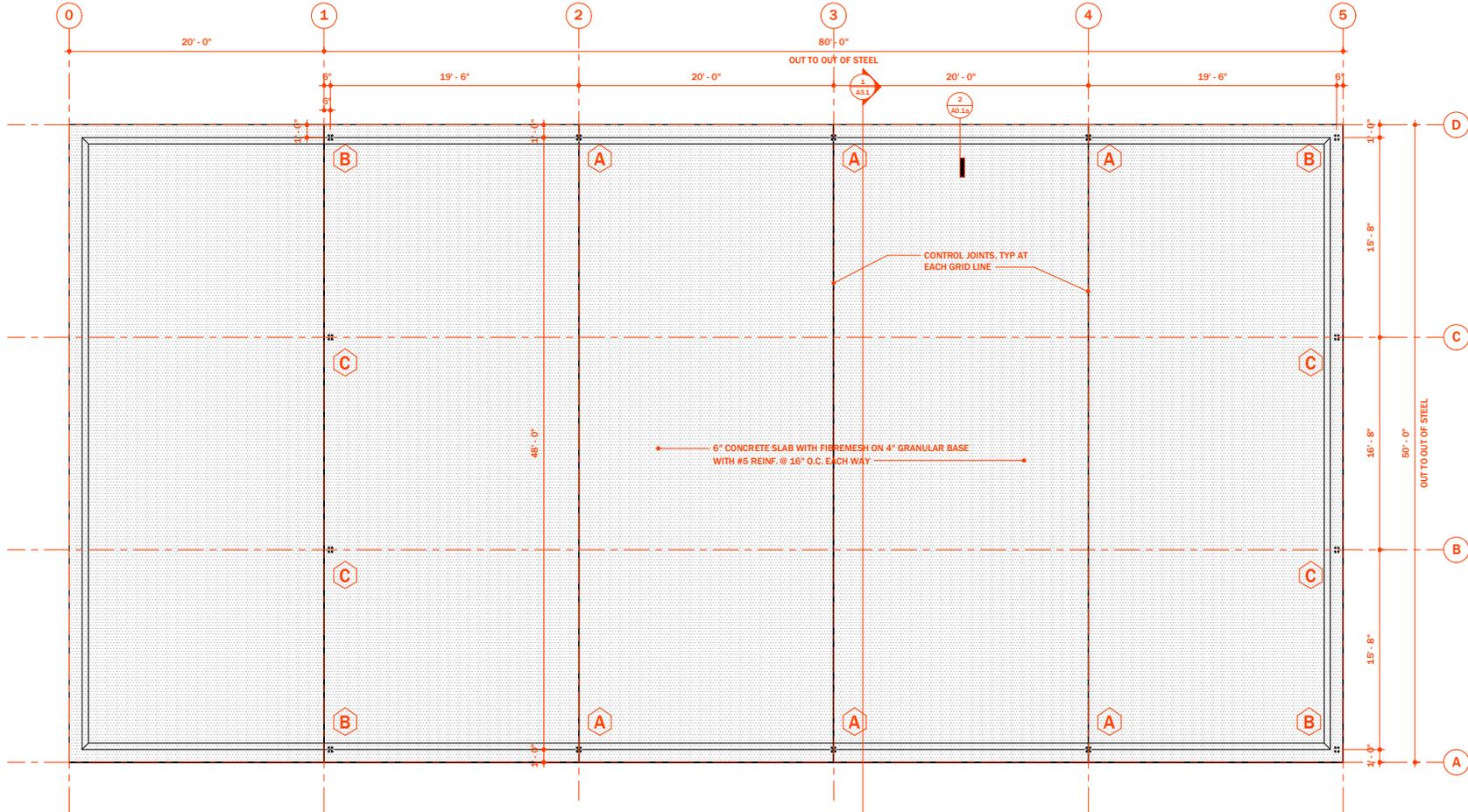
PROVIDE ISOLATION JOINTS AT SLAB-TO-WALL/FOUNDATION INTERFACES WHERE REQUIRED, AROUND COLUMNS/POSTS, AT EQUIPMENT PADS, AND AT PENETRATIONS AS NEEDED TO ALLOW MOVEMENT AND REDUCE RESTRAINT CRACKING.

## SLAB FINISH / SLOPES

PROVIDE SMOOTH, HARD-TROWEL FINISH IN SHOP AREAS UNLESS OTHERWISE NOTED. VERIFY REQUIRED SLOPES TO FLOOR DRAINS (IF ANY) AND COORDINATE WITH PLUMBING DRAWINGS/OWNER EQUIPMENT. (IF NO DRAINS ARE PROVIDED, CONFIRM FINAL FLOOR SLOPES WITH OWNER REQUIREMENTS.)

## FIELD VERIFICATION / COORDINATION

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, PROPERTY CONDITIONS, AND UTILITY LOCATIONS PRIOR TO EXCAVATION. COORDINATE FOUNDATION ELEVATIONS AND ANY REQUIRED UNDER-SLAB UTILITIES WITH CIVIL/MEP PLANS BEFORE POUR. ANY DISCREPANCIES BETWEEN SITE CONDITIONS AND PLANS SHALL BE REPORTED TO DESIGNER/ENGINEER BEFORE PROCEEDING



## NEW WORK FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S GARDNER ROAD, PETERSBURG, VIRGINIA 23080

Project No. 250061

12/31/2025

Revisions

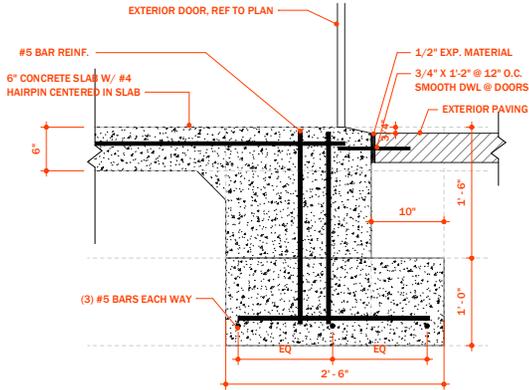

Name  
1. PERMIT DRAWINGS  
2.  
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Scale 1/4" = 1'-0"

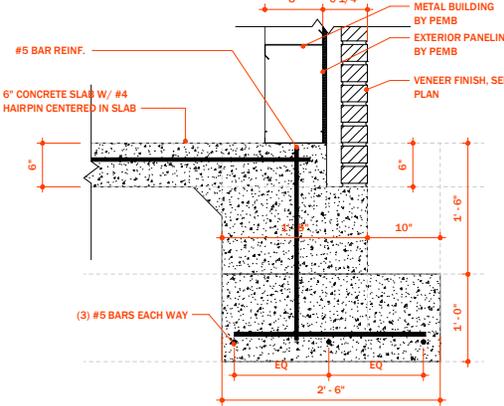
NEW WORK FOUNDATION PLAN

# A0.1

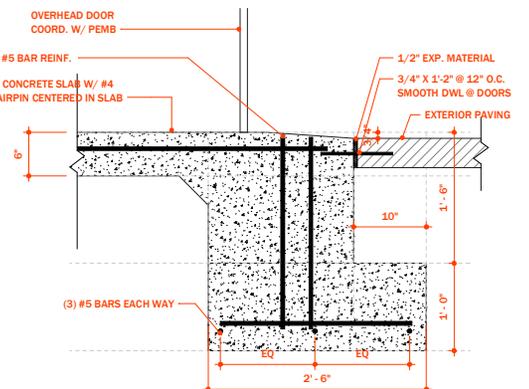
Sheet No. 0205



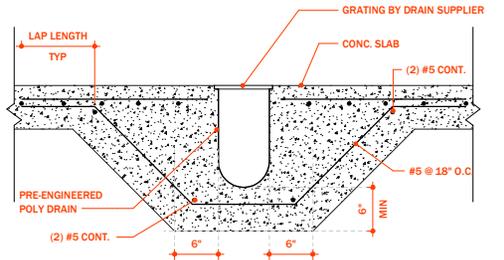
**4 SECTION AT DOOR**  
SCALE: 1 1/2" = 1'-0"



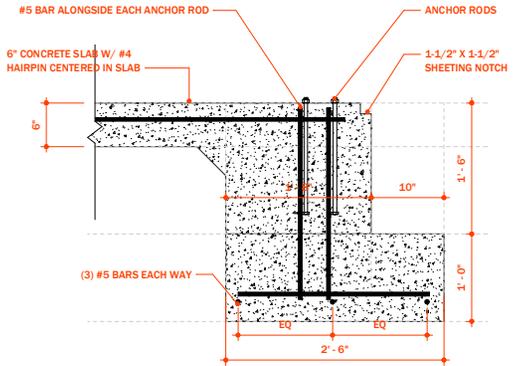
**5 FOUNDATION DETAIL W/ BRICK**  
SCALE: 1 1/2" = 1'-0"



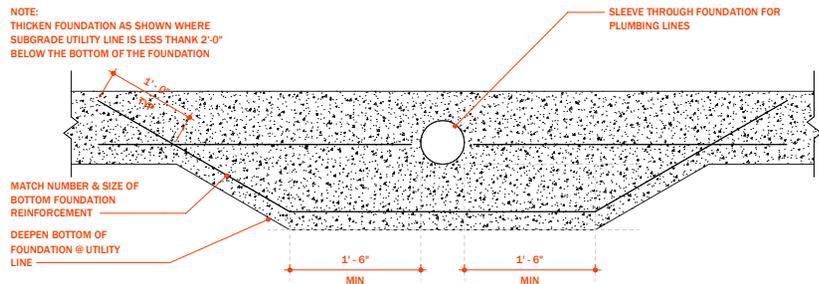
**3 SECTION AT OVERHEAD DOOR**  
SCALE: 1 1/2" = 1'-0"



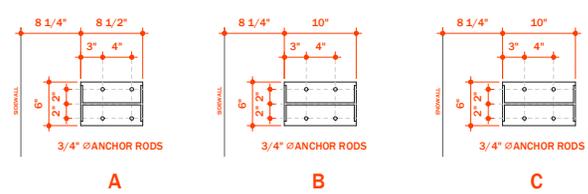
**6 TRENCH DRAIN DETAIL**  
SCALE: 1 1/2" = 1'-0"



**2 FOUNDATION DETAIL**  
SCALE: 1 1/2" = 1'-0"



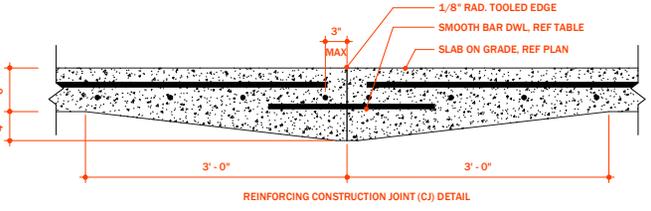
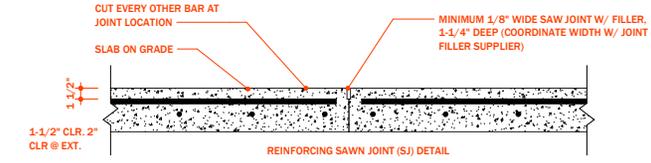
**1 THICKENED FOUNDATION DETAIL**  
SCALE: 1 1/2" = 1'-0"



**8 ANCHOR ROD PLAN**  
SCALE: 1 1/2" = 1'-0"

**SMOOTH BAR DOWELS**

SLAB DEPTH	DOWEL DIMENSIONS	DOWEL SPACING
4" TO 6"	3/4"Ø X 1'-2"	12" O.C.
7" TO 8"	1"Ø X 1'-4"	12" O.C.
9" TO 11"	1-1/4"Ø X 1'-6"	12" O.C.



**7 TYP SLAB ON GRADE JOINT DETAIL**  
SCALE: 1 1/2" = 1'-0"

STAMP SEAL

PURECRAFT HOMES

Premier Partner

**AI**  
**BD**

AMERICAN INSTITUTE OF BUILDING DESIGN  
MEMBER NUMBER: T0036081

PCH NEW PJ AUTO REPAIR SHOP  
2025-061

3807 S CENTER ROAD, PEBBLE BEACH, VIRGINIA 22080

Project No. 250061

12/31/2025

Revisions

1. PERMIT DRAWINGS

2.

3.

Note

Scale: 1 1/2" = 1'-0"

NEW WORK  
FOUNDATION  
DETAILS

**A0.1a**

Sheet No. 02025

### FLOOR PLAN NOTES

**PRE-ENGINEERED METAL BUILDING (PEMB) SCOPE**  
 THE EAST 80'-0" x 50'-0" PORTION OF THE BUILDING IS A PRE-ENGINEERED METAL BUILDING (PEMB) SUPPLIED AND ENGINEERED BY THE METAL BUILDING MANUFACTURER. THE PEMB PORTION INCLUDES THE PRIMARY AUTO MECHANIC SHOP AREA AND ASSOCIATED STRUCTURAL FRAMING, WALL PANELS, AND ROOF SYSTEM. PEMB STRUCTURE, CONNECTIONS, AND LOAD PATHS SHALL BE DESIGNED IN ACCORDANCE WITH THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE (VUSBC) AND SEALED BY THE MANUFACTURER'S ENGINEER OF RECORD.

**CONVENTIONAL CONSTRUCTION SCOPE**  
 THE WEST 20'-0" x 50'-0" PORTION OF THE BUILDING IS CONVENTIONAL CONSTRUCTION AND IS NOT PART OF THE PEMB SCOPE. THIS AREA SHALL BE CONSTRUCTED USING NON-LOAD-BEARING COLD-FORMED METAL STUD WALLS SUPPORTED ON THE CONCRETE SLAB AND INDEPENDENT OF THE PEMB STRUCTURAL FRAME. CONVENTIONAL FRAMING INCLUDES THE WAITING AREA, RECEPTION, OFFICE, RESTROOM, AND EMPLOYEE ROOM AS SHOWN.

**STRUCTURAL SEPARATION / COORDINATION**  
 THE PEMB AND CONVENTIONAL FRAMED PORTIONS SHALL BE STRUCTURALLY COORDINATED BUT DESIGNED AS DISTINCT SYSTEMS. NO LOAD FROM THE PEMB SHALL BE TRANSFERRED TO THE CONVENTIONAL METAL STUD FRAMING UNLESS SPECIFICALLY DETAILED AND ENGINEERED. ALL INTERFACE CONDITIONS BETWEEN PEMB AND CONVENTIONAL CONSTRUCTION SHALL BE COORDINATED IN SHOP DRAWINGS AND FIELD VERIFIED PRIOR TO CONSTRUCTION.

**USE & OCCUPANCY**  
 BUILDING USE IS AUTO REPAIR SHOP WITH ACCESSORY OFFICE AND CUSTOMER AREAS. ALL VEHICLE REPAIR AND SERVICE OPERATIONS SHALL OCCUR WITHIN THE ENCLOSED AUTO MECHANIC SHOP AREA.

**INTERIOR PARTITIONS**  
 INTERIOR PARTITIONS WITHIN THE CONVENTIONAL CONSTRUCTION ZONE SHALL BE COLD-FORMED METAL STUDS, TYPICAL 3 5/8" OR 6", NON-LOAD-BEARING UNLESS NOTED OTHERWISE. INTERIOR WALLS SHALL EXTEND TO THE UNDERSIDE OF STRUCTURE OR CEILING AS REQUIRED FOR FIRE, ACOUSTIC, AND CODE COMPLIANCE.

### DOORS & EGRESS

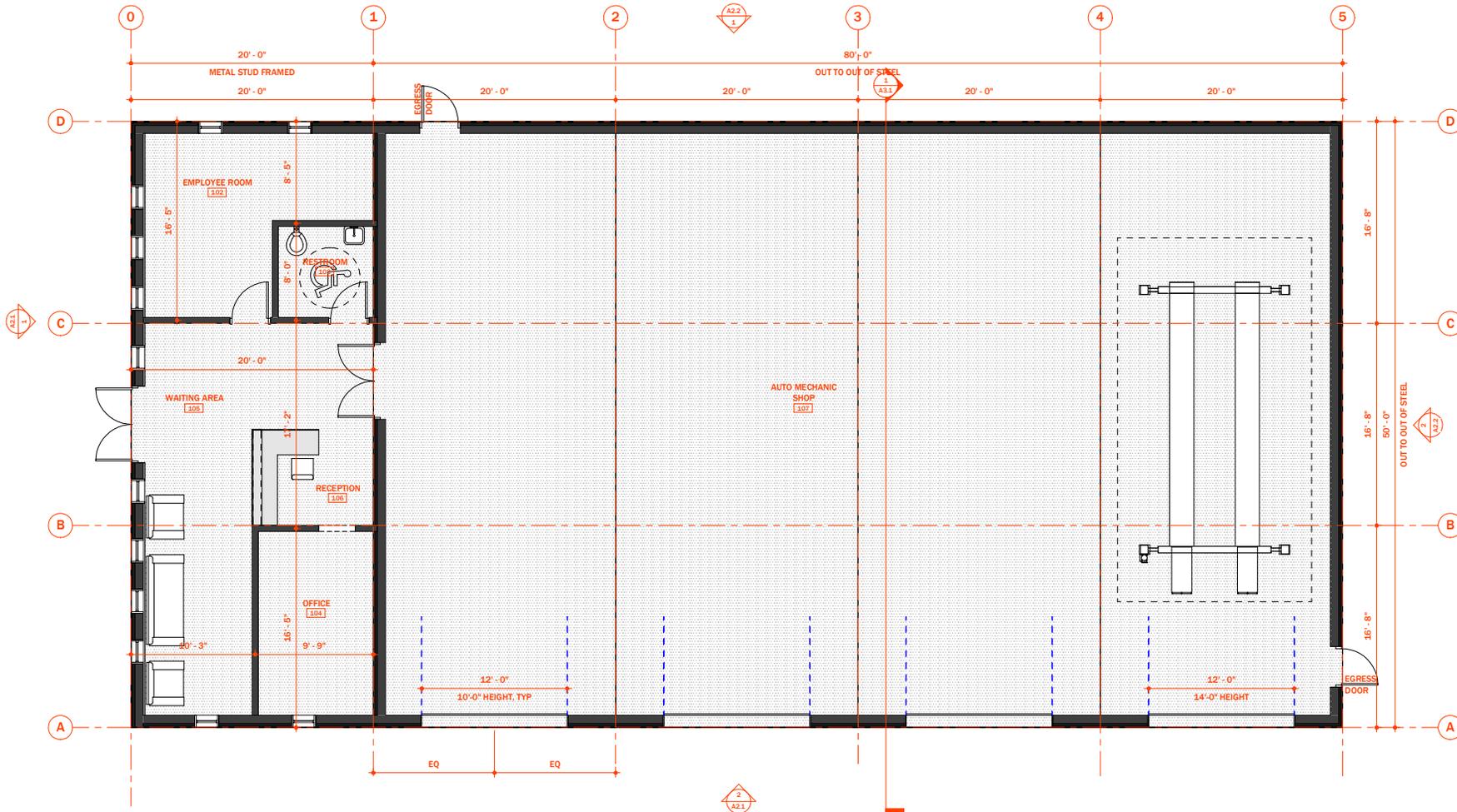
DOOR SWINGS, HARDWARE, AND EGRESS PATHS SHALL COMPLY WITH VUSBC AND ACCESSIBILITY REQUIREMENTS. EGRESS DOORS FROM BOTH THE OFFICE AREA AND SHOP AREA ARE PROVIDED AS SHOWN.

### ACCESSIBILITY

ACCESSIBLE ROUTES, DOORS, AND RESTROOM FACILITIES SHALL COMPLY WITH ANSI A117.1 AND VUSBC ACCESSIBILITY REQUIREMENTS.

### FIELD VERIFICATION

CONTRACTOR SHALL VERIFY ALL DIMENSIONS, EXISTING CONDITIONS, AND EQUIPMENT REQUIREMENTS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE DESIGNER PRIOR TO PROCEEDING.



**1 FIRST FLOOR NEW WORK PLAN**  
 SCALE: 1/4" = 1'-0"

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
 2025-061  
 3807 S GATEWAY ROAD, FREDERICKSBURG, VIRGINIA 22405

Project No. 250061

12/31/2025

Revisions


Note:  
 1. PERMIT DRAWINGS  
 2.  
 3.

Scale: 1/4" = 1'-0"

**NEW WORK FLOOR PLAN**

**A1.1**

Sheet No. 02005

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S CENTER ROAD, PETERSBURG, VIRGINIA 23103

Project No. 250061

12/31/2025

Revisions

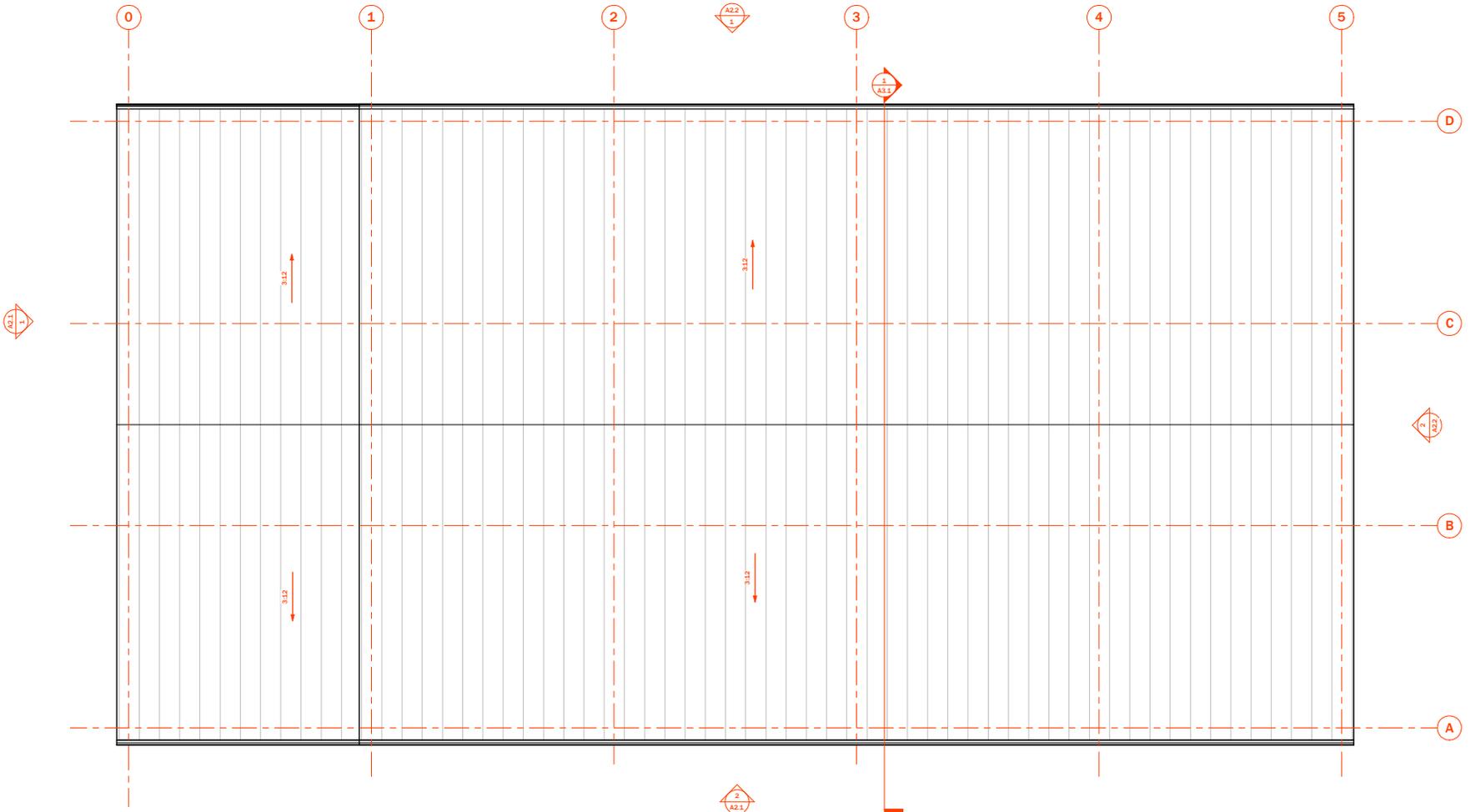
Note  
 1. PERMIT DRAWINGS  
 2.  
 3.

Scale 1/4" = 1'-0"

NEW WORK ROOF PLAN

# A1.2

Sheet No. 02025



**1** NEW WORK ROOF PLAN  
 SCALE: 1/4" = 1'-0"

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S GAITHER ROAD, PETERSBURG, VIRGINIA 23086

Project No. 250061

12/31/2025

Revisions

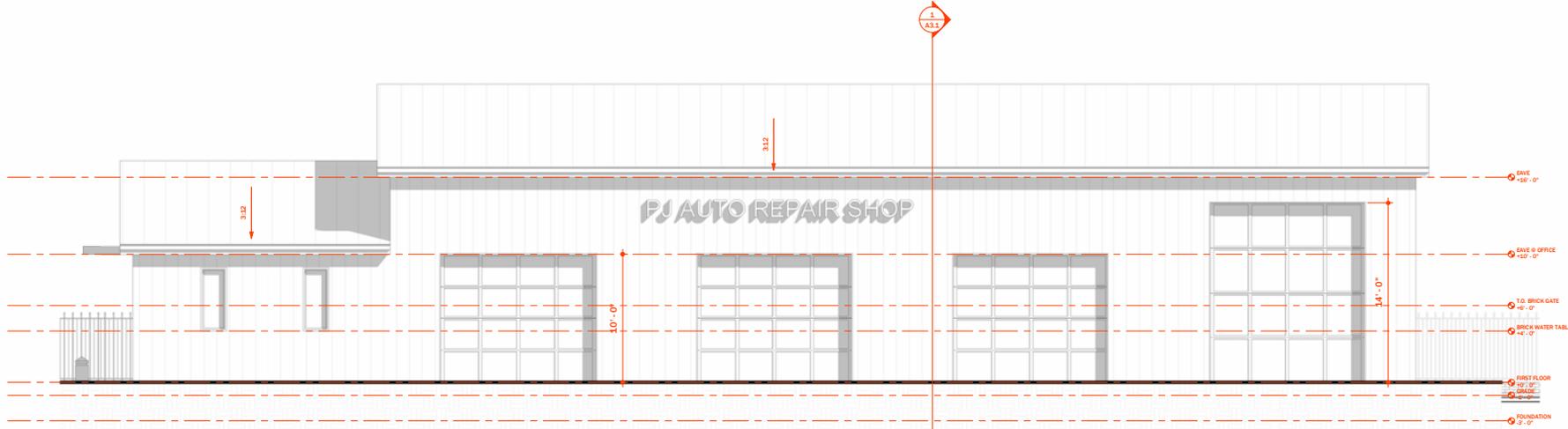

Note  
1. PERMIT DRAWING  
2.  
3.

Scale 1/4" = 1'-0"

ELEVATIONS

A2.1

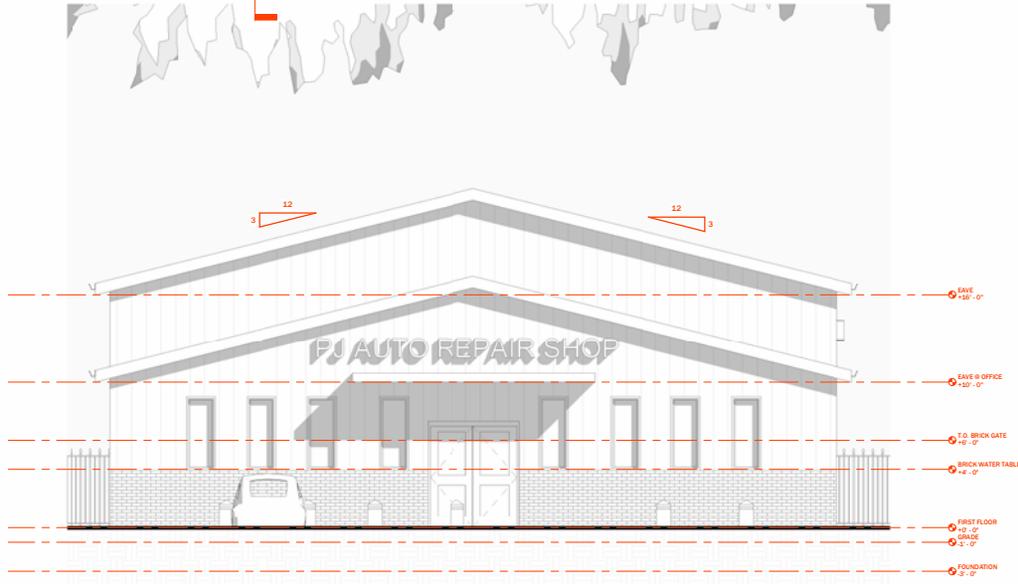
Sheet No. 02025



2 RIGHT ELEVATION  
SCALE: 1/4" = 1'-0"

ELEVATION NOTES

- PROPOSED NEW 50' x 100' PRE-ENGINEERED METAL BUILDING FOR AUTO REPAIR SHOP USE.
- EXTERIOR WALL SYSTEM CONSISTS OF METAL WALL PANELS ABOVE A MASONRY VENEER WAINSCOT.
- METAL WALL PANELS TO BE 26-GAUGE STANDING SEAM OR RIBBED SYSTEM WITH MATCHING TRIM AND FASTENERS.
- BRICK OR SPLIT-FACE CMU WAINSCOT TO 4'-0" HEIGHT AROUND PERIMETER FOR DURABILITY AND IMPACT RESISTANCE.
- ROOF TO BE STANDING SEAM METAL, 6:12 PITCH, COLOR TO MATCH WALL SYSTEM.
- STOREFRONT ENTRANCE SYSTEM WITH INSULATED GLAZING AND DOUBLE ALUMINUM DOORS AT MAIN ENTRY.
- OVERHEAD DOORS: (3) 12'-0" x 14'-0" ALUMINUM-FRAMED GLASS PANEL DOORS WITH INSULATED GLASS.
- MAN DOORS: 3'-0" x 7'-0" INSULATED STEEL DOORS WITH PANIC HARDWARE AND WEATHER SEALS.
- EXTERIOR LIGHTING MOUNTED ABOVE DOORS AND ENTRY; ALL FIXTURES DOWNWARD-DIRECTED AND DARK-SKY COMPLIANT.
- BUILDING SIGN "PJ AUTO REPAIR SHOP" TO BE WALL-MOUNTED, NON-ILLUMINATED, AND SIZED PER CITY SIGN REGULATIONS.
- FINISH GRADE TO SLOPE AWAY FROM BUILDING MINIMUM 5% FOR DRAINAGE.
- FOUNDATION TO BE CONCRETE SLAB-ON-GRADE WITH 8" CMU STEM WALL OR PER ENGINEERED FOUNDATION DESIGN.
- ROOF DRAINAGE VIA GUTTERS AND DOWNSPOUTS DIRECTED TO APPROVED STORM DRAINAGE SYSTEM.
- COLORS: NEUTRAL METAL PANEL WITH CONTRASTING TRIM AND BRICK WAINSCOT FOR A CLEAN, PROFESSIONAL APPEARANCE.
- ALL MATERIALS AND ASSEMBLIES TO COMPLY WITH 2021 VIRGINIA USBC AND LOCAL AMENDMENTS.



1 FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
2025-061  
3807 S GARDNER ROAD, PETERSBURG, VIRGINIA 23103

Project No. 250061

12/31/2025

Revisions


Note  
1. PERMIT DRAWINGS  
2.  
3.

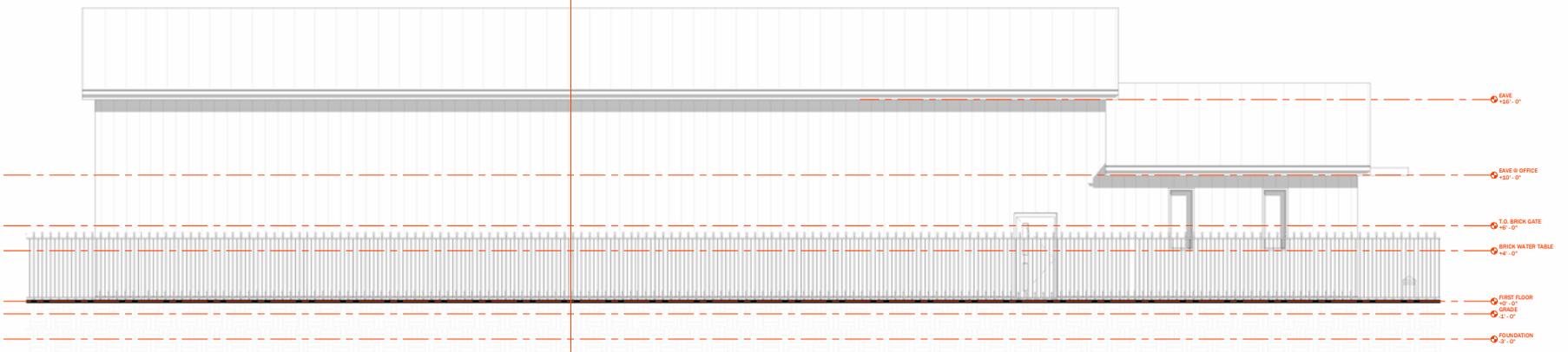
Scale 1/4" = 1'-0"

ELEVATIONS

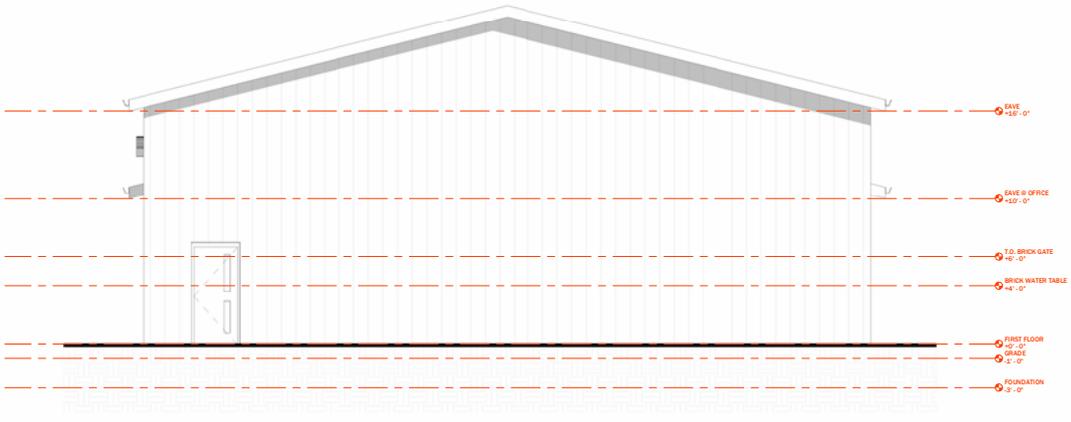
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Sheet No. 02025

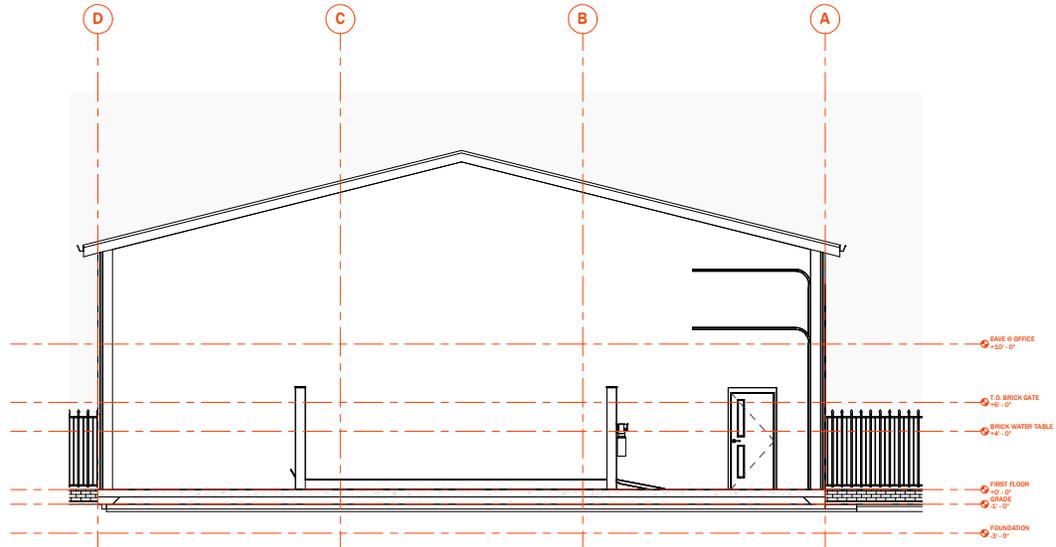
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A3.5



1 LEFT ELEVATION  
SCALE: 1/4" = 1'-0"



2 REAR ELEVATION  
SCALE: 1/4" = 1'-0"



**1** Section 1  
SCALE: 1/4" = 1'-0"

STAMP SEAL



PCH NEW PJ AUTO REPAIR SHOP  
 2025-061  
3807 S CENTER ROAD, PETERSBURG, VIRGINIA 22080

Project No. 220061

12/31/2025

Revisions


Notes  
 1. PERMIT DRAWINGS  
 2.  
 3.

Scale 1/4" = 1'-0"

**BUILDING SECTIONS**

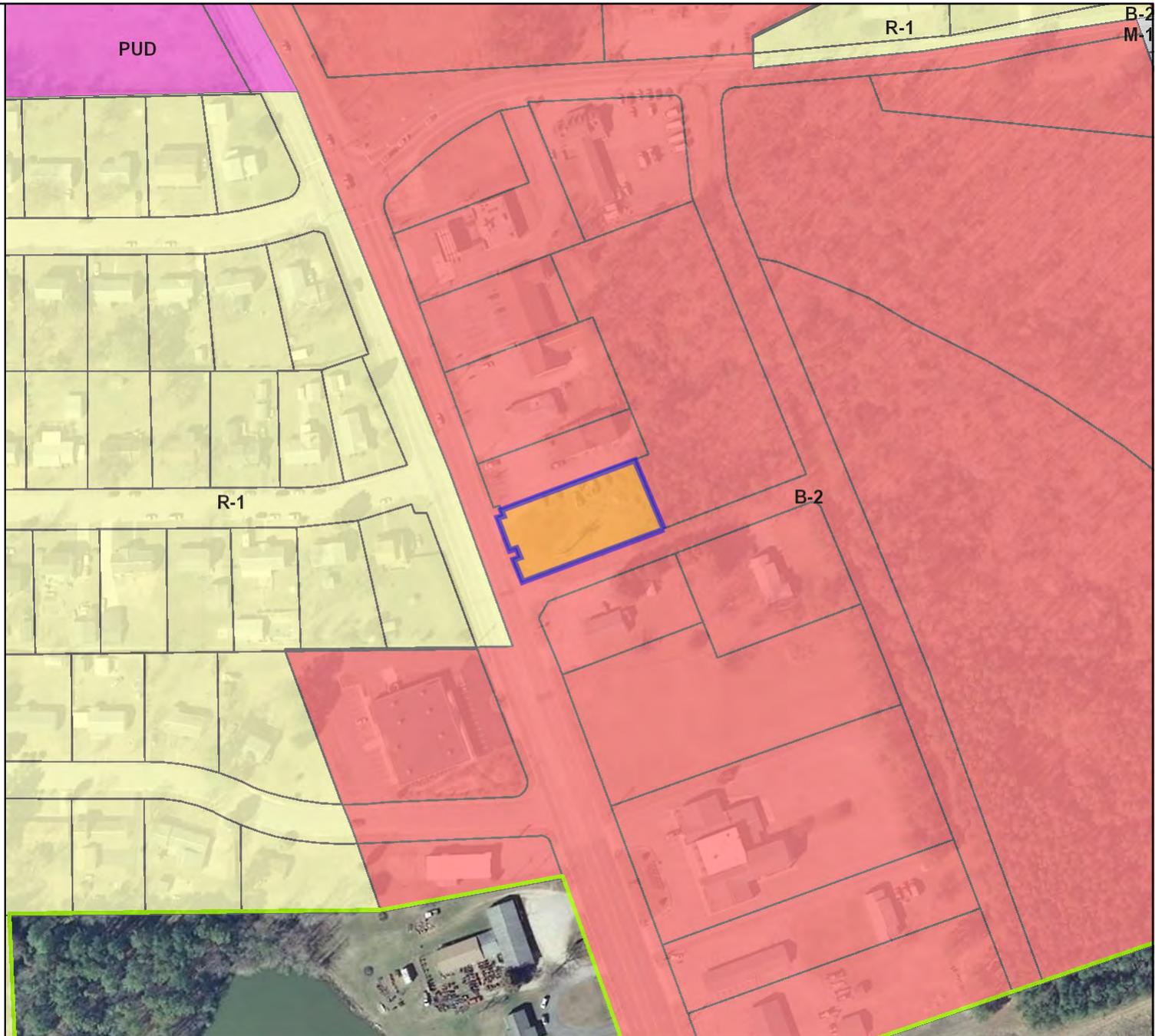
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Sheet No. 02025

# Petersburg, Virginia

## Legend

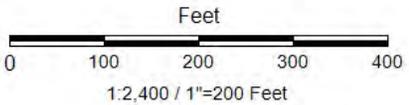
- City Boundary
- Parcels
- Zoning
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXD1
- MXD2
- MXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)



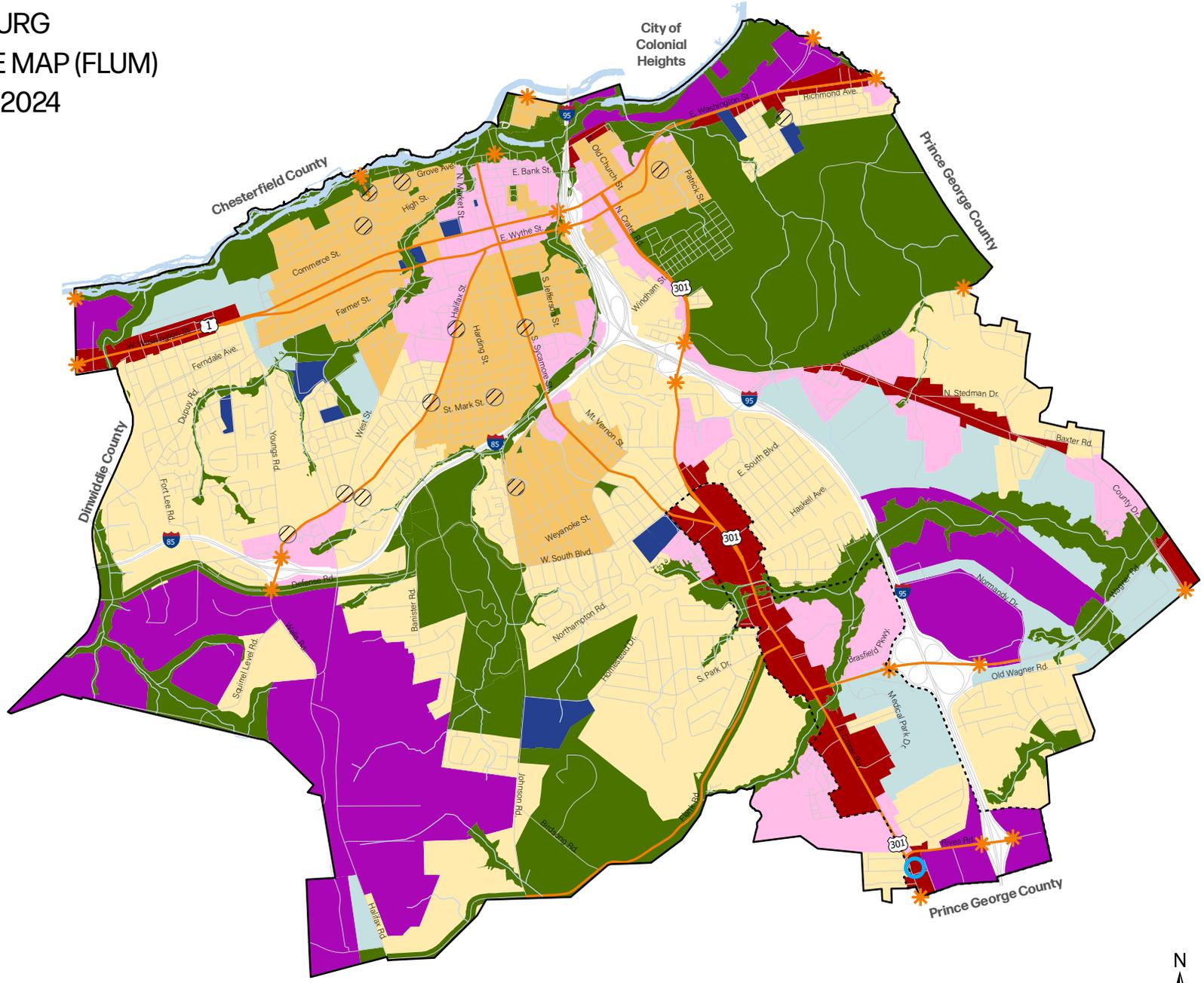
**Title: Zoning Map**

**Date: 11/25/2025**

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



**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



**ADJOINING PROPERTY OWNERS**

<b>Address</b>	<b>Owner</b>	<b>Mailing Address</b>	<b>City, State, ZIP</b>
3905 S Crater Rd	Cockade Properties L.C.	PO Box 751	Petersburg, VA 23804
3908 Allegheny Ave	Cockade Properties L.C.	PO Box 751	Petersburg, VA 23804
3916 S Crater Rd	Crater Community Hospice Inc	3916 S Crater Rd	Petersburg, VA 23805
3857 S Crater Rd	Family Investments LLC	7136 Bridgeside Ct	N Chesterfield, VA 23234-8230
3851 S Crater Rd	Family Investments LLC	7136 Bridgeside Ct	N Chesterfield, VA 23234-8230
3834 Allegheny Ave	Pg Holdings LLC	12001 S Crater Rd	S Prince George, VA 23805
98 S Plains Dr	Taylor Nathaniel J White Jessica Hanifah	98 S Plains Dr	Petersburg, VA 23805



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

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

**FROM:** March Altman, Jr.

**RE:** **Public Hearing for Consideration of an Ordinance to Approve a Request by Donte Threatt, on Behalf of Sweet Investments VA LLC, for a Special Use Permit to Operate a Nightclub at 2793 South Crater Road, Parcel ID 065110004, in the B-2, General Commercial Zoning District**

**PURPOSE:** Hold a public hearing to consider special use permit request for a nightclub at 2793 South Crater Road

**REASON:** The City received a petition from Donte Threatt to operate a nightclub in the existing approximately 40,000 square-foot building at 2793 South Crater Road in the B-2 Zoning District. A special use permit is required for this use of the property.

**RECOMMENDATION:** Planning Commission recommended denial of the request in a 4-1 vote.

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

1. January 21, 2025 - City Council approved 2024-ZTA-08 which incorporated updated regulations and requirements for nightclubs in the Zoning Ordinance.
2. October 29, 2025 - Staff received petition by applicant for special use permit to operate a nightclub repair shop at 2793 South Crater Road.
2. December 4, 2025 - Planning Commission held a public hearing and tabled the request to give the applicant an opportunity to address concerns with the proposal.
3. January 8, 2026 - Planning Commission recommended denial of the special use permit in a 4 (aye) and 1 (nay) vote.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. 25-SUP-06 Memo
2. Presentation
3. Draft Ordinance 25-SUP-06
4. Application
5. Plat
6. Location Map
7. Facility
8. Management Program and Floor Plan
9. Security Plan
10. Zoning Map
11. Future Land Use Map
12. Adjoining Property Owners
13. Public Comment - Oppose
14. Public Comment - Support



# City of Petersburg

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

## MEMORANDUM

**DATE:** February, 2026

**TO:** Mayor and City Council

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

**RE:** 2025-SUP-06: Consideration of a request by Donte Threatt, on behalf of Sweet Investments VA LLC, for a special use permit to operate a nightclub at 2793 South Crater Road, Parcel ID 065110004, in the B-2 General Commercial Zoning District

### EXECUTIVE SUMMARY:

The applicant is requesting to operate a nightclub at 2793 South Crater Road in the B-2, General Commercial Zoning District. The application was accompanied by a management program and security plan in accordance with the Zoning Ordinance and the proposed use, if permitted will be subject to the general provisions of the Zoning Ordinance as well as any conditions recommended by the Planning Commission and accepted by City Council. The property is designated as Corridor Commercial on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan.

### CHRONOLOGY OF EVENTS:

1. May – October, 2024 – Planning Staff worked with Planning Commission to draft updated regulations pertaining to nightclubs in the City.
2. January 21, 2025 – City Council approved 2024-ZTA-08 and incorporated updated regulations for nightclubs into Zoning Ordinance.
3. October 14, 2025 – Planning staff met with the applicant to discuss the proposed use and the special use permit process.
4. October 29, 2025 - Staff received petition by applicant for special use permit to operate a nightclub at 2793 South Crater Road.
5. December 4, 2025 – Planning Commission held public hearing on the request.
6. January 8, 2025 – Planning Commission recommended denial of the request in a 4 (aye) to 1 (nay) vote.

## **BACKGROUND:**

The subject property is a 5.375-acre lot located on the east side of South Crater Road and north of Roberts Avenue in the B-2, General Commercial Zoning District. The property can be accessed by an existing entrance from South Crater Road at the signalized intersection of South Crater Road and Flank Road as well as an entrance from Roberts Avenue . The property is developed with two buildings, and the applicant is seeking to operate a nightclub in the larger of the two which is approximately 45,000 square feet. The property includes an existing parking area with approximately 206 parking spaces.

*A nightclub is defined as “an establishment where entertainment, live or otherwise, predominates over food service, becoming the principal use for at least during part of the business's operations, with or without dancing, and typically involving a cover or other charge for admission and event advertising. An establishment that serves alcoholic beverages, that provides live entertainment with live music, a disc jockey and a dance floor and that operates late in the evening later than 11:00 p.m.”*

Per Article 23, Section 4(15) a special use permit must be granted for the operation of a nightclub in the B-2 Zoning District. In general, City Council may approve special use permits when the public health, safety, moral and general welfare will not be adversely affected by a use, and provided that necessary safeguards will be provided to protect surrounding property, persons, and neighborhood values. Article 23 also includes several conditions that will apply to all nightclub uses:

- Alcoholic beverages cannot be served between the hours of 2:00 and 6:00 a.m.
- A menu with food options is to be available while the club is in operation
- No door opening onto or facing a public right-of-way can be propped open
- The club must maintain an active business license and remain current on all taxes
- The operator must submit a management plan and security plan for the club’s operation
- Soundproofing measures must be used to minimize noise so that it can’t be heard beyond an adjoining property boundary
- The special use permit is subject to review after two years to ensure compliance with the conditions and City Code.

As required, the application was accompanied by a management program detailing staffing levels for management, front-of-house, security, and support staff. The management program also includes information on the layout of the proposed club and a floorplan showing the proposed entrance/check-in area, bar, lounge area, dance floor, stage, VIP sections and restrooms. The applicant has verified that the total occupant load will not exceed the number permitted in the Virginia Statewide Building and Fire Codes.

The application also included the required security plan detailing licensing requirements for the security personnel through the Department of Criminal Justice Services. The plan states

security staff will receive annual training in crowd control, conflict de-escalation, emergency evacuation, first aid, and ABC law compliance. The plan details the staffing levels for security which vary based on anticipated occupancy as well as the minimum staffing to be present during all operating hours. The plan states a security supervisor will be present during all shifts. The security plan includes procedures for ensuring compliance with occupancy maximums and implementing crowd control prior to events, during operation, and during closing. Finally, the security plan includes emergency response protocols and means of communication between personnel.

If the special use permit is approved, the site and facilities would be reviewed for compliance with zoning standards, including any conditions of approval for the permit as well as for off-street parking, loading, and signage regulations. Inspections by the Fire Marshal and Code Compliance office would also be required to ensure compliance with the Fire and Building Codes prior to the issuance of a business license and certificate of occupancy for the club.

On December 4, 2025, the Planning Commission held a public hearing on the request. During the public hearing and subsequent discussion, several concerns with the request were raised, including the following:

- Neighboring property owners mentioned issues with the existing Elite Horsemen club on the same property, including littering on the site, parking overflow, noise, and illegal activity. The speakers and Commission noted these issues could be worsened by the new club.
- There are concerns over compatibility with the existing uses in the area, particularly the churches and Jessie Lee Apartments adjoining the property. There was discussion over the proposed club's hours of operation which could conflict with church events and ensuring soundproofing would be adequate to not impact the surrounding residences.
- There were questions on whether parking on the site was adequate, particularly if both the existing club and proposed club were to operate at the same time.
- The speakers during public comment mentioned the applicant had not reached out to them prior to the hearing to talk about the request. Additionally, the speakers mentioned the proposed club did not provide a clear community benefit or any benefits for the city's youth.

Following the public hearing and subsequent discussion, the Planning Commission voted to table the request to give the applicant a chance to reach out to neighboring properties and coordinate potential solutions to their concerns.

### **ADJACENT ZONING/USES:**

Property to the north, northwest, and south of the subject property shares the B-2, General Commercial Zoning. Property to the southwest across South Crater Road is Zoned R-1 and R-1A, Single-Family Residence and property to the east is zoned PUD, Planned Unit Development.

The neighboring uses along Crater Road in the B-2 District include a variety of commercial uses, including restaurant, convenience store, office, and retail uses. The adjacent land across South Crater Road within the R-1 and R-1A Districts is undeveloped and protected by covenants associated with the National Park Service. The property adjoining to the east within the PUD District includes the Jesse Lee apartments.

### **COMPREHENSIVE PLAN CONSIDERATIONS:**

The subject property is located within a Corridor Commercial Area on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. Corridor Commercial Areas are described as providing “goods and services for the community, allowing residents to access amenities without leaving and keeping tax dollars within Petersburg.” Entertainment and event venues are listed as primary land uses in addition to commercial, hospitality, and personal service uses. The property is also located along a designated corridor. Corridors are described as “defined places that should be managed to maximize their potential to not only invite visitors in, but welcome them to stay.” The Comprehensive Plan also states that entertainment uses are among most desired non-residential land uses according to residents surveyed.

The proposed nightclub appears to be in line with the guidance of the Comprehensive Plan and the Future Land use map by providing a large-scale entertainment and event venue within a Corridor Commercial Area. In conjunction with other anticipated development along the South Crater Road Corridor, the proposed use would work towards providing desired amenities and keeping residents and tax dollars in the City.

### **PUBLIC INPUT:**

Four members of the public spoke during the public hearing on December 4, 2025 in opposition to the request. At the January 8, 2026 meeting, Planning Commission allowed an additional public comment period on the request where six comments opposing the request and four comments in support of the request were received. Two written comments were received; one in support of the request and one opposing the request.

Comments in opposition to the request cited concerns over site cleanliness, issues with the existing club on the same property, parking needs, and incompatibility with neighboring uses existing in the area, particularly the churches. Comments in support of the request mentioned the need for additional entertainment venues in the city and the applicant’s focus on older clientele as well as his plans for management and security.

### **POTENTIAL CONDITIONS:**

The following conditions were drafted by staff for consideration should the request be approved:

1. The establishment shall not serve alcoholic beverages to customers between the hours

of 2:00 a.m. and 6:00 a.m.

2. A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.
3. No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided. Additionally, no doors facing the adjacent residential development shall be propped open at any time entertainment is being provided.
4. The establishment shall maintain a current, active business license at all times while in operation.
5. The establishment shall remain current on all food beverages taxes and business personal property taxes which may become due while it is in operation.
6. The establishment shall comply with the "Royalty Lounge – Management Program," including the floor plan provided and the "Royalty Lounge Security and Crowd Management Plan" which accompanied the application. The floor plan for the facility will be posted on the premises in a prominent location viewable by patrons.
7. The establishment shall implement soundproofing measures to minimize noise within the establishment and in the surrounding area, to prevent disturbances audible beyond the property line with the doors closed.
8. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
9. The property shall be kept and maintained in a clean, orderly manner and the parking area shall be cleared of litter and debris following each night of operation. Repeated substantiated complaints regarding site cleanliness shall result in review and possible revocation of the special use permit.
10. The special use permit shall be subject to review two (2) years after approval for compliance with the conditions of approval.
11. The special use permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

### **RECOMMENDATION:**

Planning Commission recommended denial of the Special Use Permit, stating the use would result in adverse impacts to neighboring properties. The Commission cited concerns over parking needs, noise levels, and demands on law enforcement. The Commission also noted the applicant did not coordinate with adjoining property owners as requested.

CITY COUNCIL  
MEETING

FEBRUARY,  
2026



## 2025-SUP-06:

Consideration of a request by Donte Threatt, on behalf of Sweet Investments VA LLC, for a special use permit to operate a nightclub at 2793 South Crater Road, Parcel ID 065110004, in the B-2 General Commercial Zoning District

# Subject Property

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# Request and Background

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- Subject property is 5.375 acres located in B-2, General Commercial District
- Applicant seeking to operate nightclub in existing ~45,000 s.f. building on property; site is developed with existing parking area
- Special use permit required for nightclub in B-2; Updated regulations for nightclubs adopted in January, 2025
- If approved, facility is subject to automatic conditions and review, management program, and security plan
- Special use permits may be granted public health, safety, and welfare will not be adversely affected and if safeguards are in place to protect surrounding property, persons, and neighborhood values

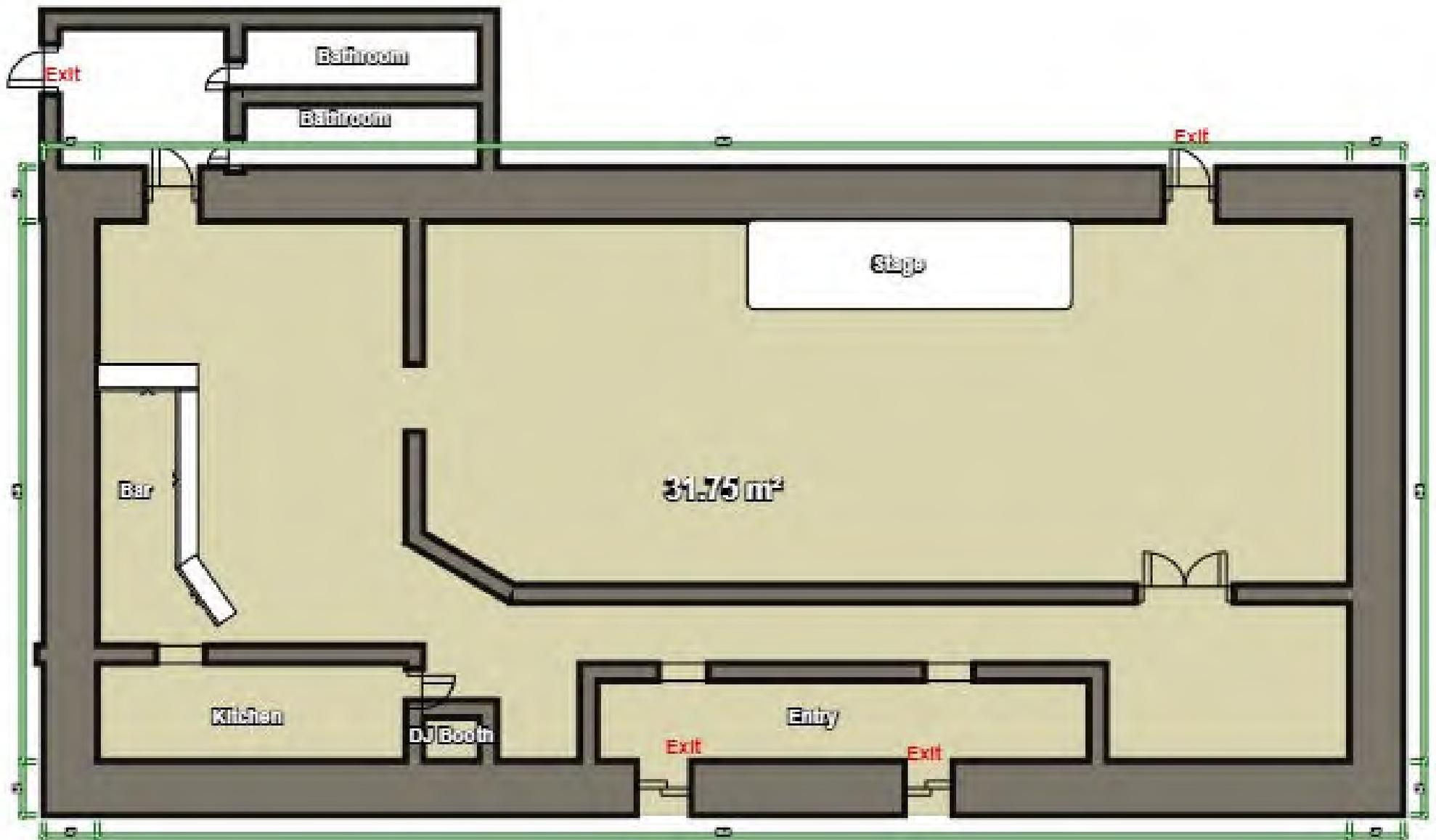


*Petersburg*  
VIRGINIA

# Management Program

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- Floor plan showing layout of club, including dancefloor, kitchen, bar, restrooms
- Details staffing levels for management, front-of-house, security, and support staff
- Verifies total occupant load will not exceed 500 persons (to be verified by Fire Marshal)
- Monthly safety checks, full compliance with ABC, Health Department, and Commissioner of Revenue



*Petersburg*  
VIRGINIA

# Security Plan

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- Security staff to be licensed through Department of Criminal Justice Services
- Security staff to receive initial and annual training in crowd control, conflict de-escalation, emergency evacuation, first aid, and ABC compliance
- Staffing levels vary based on anticipated occupancy, supervisor present during all shifts
- Provides procedures for ensuring compliance with occupancy limits and crowd control before, during, and after hours of operation
- Provides emergency response protocols and means of communication between staff

# Adjoining Zoning/Uses

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# Public Input

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- Four public comments received opposing the request at Planning Commission hearing; 6 additional comments opposing the request and 4 comments in favor of the request were received at January 8 meeting.
- Several concerns raised:
  - Issues with existing club on property, including littering, parking spillover, illegal activity
  - Potential conflicts with neighboring uses, particularly churches and apartments
  - Availability of parking if both clubs operate at same time
  - Communication between applicant and neighbors, questions on proposed benefit of proposed use
- Comments in favor of the request noted the need for entertainment venues in the city, the applicants focus on older clientele, and the plans for effective management and security

# Comprehensive Plan Considerations

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- Designated as Corridor Commercial on Future Land Use Map;
  - Provide goods and services “allowing residents to access amenities without leaving and keeping tax dollars within Petersburg”
  - Entertainment and event venues listed as primary land uses in addition to commercial, hospitality, and personal service uses
- Property located on designated corridor:
  - “Corridors are not only passageways through Petersburg but are defined places that should be managed to maximize their potential to not only invite visitors in, but welcome them to stay”
- Entertainment uses are among the most desired non-residential land uses

# Conditions for Consideration

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1. The establishment shall not serve alcoholic beverages to customers between the hours of 2:00 a.m. and 6:00 a.m.
2. A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.
3. No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided. Additionally, no doors facing the adjacent residential development shall be propped open at any time entertainment is being provided.
4. The establishment shall maintain a current, active business license at all times while in operation.
5. The establishment shall remain current on all food beverages taxes and business personal property taxes which may become due while it is in operation.

# Conditions cont.

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6. The establishment shall comply with the “Royalty Lounge – Management Program,” including the floor plan provided and the “Royalty Lounge Security and Crowd Management Plan” which accompanied the application. The floor plan for the facility will be posted on the premises in a prominent location viewable by patrons.
7. The establishment shall implement soundproofing measures to minimize noise within the establishment and in the surrounding area, to prevent disturbances audible beyond the property line with the doors closed.
8. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
9. The property shall be kept and maintained in a clean, orderly manner and the parking area shall be cleared of litter and debris following each night of operation. Repeated substantiated complaints regarding site cleanliness shall result in review and possible revocation of the special use permit.
10. The special use permit shall be subject to review two (2) years after approval for compliance with the conditions of approval.
11. The special use permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

# Recommendation

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- Planning Commission recommended denial of the special use permit request in a 4 (aye) to 1 (no) vote.
- Planning Commission found that the proposed use would result in adverse impacts to neighboring properties; concerns include conflict over parking needs, noise levels and impacts to neighboring churches and residences, and demands on law enforcement. Planning Commission noted applicant did not coordinate with neighbors to find solutions to questions raised.

**AN ORDINANCE APPROVING OF A PETITION FOR A SPECIAL USE PERMIT TO OPERATE A NIGHTCLUB AT 2793 SOUTH CRATER ROAD PARCEL IDENTIFICATION NUMBER 065110004 IN THE B-2, GENERAL COMMERCIAL ZONING DISTRICT**

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

WHEREAS, the City received a petition from Donte Threatt, on behalf of Sweet Investments VA LLC, owner of 2793 South Crater Road in the B-2, General Commercial Zoning District for a special use permit to operate a nightclub pursuant to Article 23, Section 4 of the Zoning Ordinance; and

Whereas; nightclubs are allowed in the B-2, General Commercial Zoning District with an approved special use permit and subject to several automatic conditions; and

WHEREAS, the application was accompanied by a management program detailing staffing levels, floor plans, and occupant load and a security plan with provisions for the employment of licensed and trained personnel and procedures for security and crowd management as required by the Zoning Ordinance; and

WHEREAS, the Comprehensive Plan designates the property as Corridor Commercial on the Future Land Use Map and entertainment and event venues are listed as primary land uses in Corridor Commercial areas; and

WHEREAS, City Council has considered a number of conditions as listed below to mitigate potential adverse impacts to surrounding properties and general welfare; and

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

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby approve a petition for a Special Use Permit to operate a nightclub at 2793 South Crater Road subject to the following conditions:

1. The establishment shall not serve alcoholic beverages to customers between the hours of 2:00 a.m. and 6:00 a.m.
2. A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.
3. No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided. Additionally, no doors facing the adjacent residential development shall be propped open at any time entertainment is being provided.
4. The establishment shall maintain a current, active business license at all times while in operation.
5. The establishment shall remain current on all food beverages taxes and business personal property taxes which may become due while it is in operation.
6. The establishment shall comply with the "Royalty Lounge – Management Program," including the floor plan provided and the "Royalty Lounge Security and Crowd Management Plan" which

accompanied the application. The floor plan for the facility will be posted on the premises in a prominent location viewable by patrons.

7. The establishment shall implement soundproofing measures to minimize noise within the establishment and in the surrounding area, to prevent disturbances audible beyond the property line with the doors closed.
8. Any new owner or operator of the property must certify with the Zoning Administrator that the party will be undertaking the same or like endeavor and that their operation will remain in compliance with the approved Special Use Permit.
9. The property shall be kept and maintained in a clean, orderly manner and the parking area shall be cleared of litter and debris following each night of operation. Repeated substantiated complaints regarding site cleanliness shall result in review and possible revocation of the special use permit
10. The special use permit shall be subject to review two (2) years after approval for compliance with the conditions of approval.
11. The special use permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.



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: 10/28/2025 Case Number: 450

---

## Applicant / Owner

Applicant Name: Donte Threatt  
Address: 15631 Chesdin Manor Dr  
City, State, Zip: CHESTERFIELD  
Phone: 8046915928  
Email: [REDACTED]

Owner Name: Donte Threatt  
Address: 15631 Chesdin Manor Dr  
City, State, Zip: Chesterfield  
Phone: 8046915928  
[REDACTED]

---

## Property

Current Zoning: B2  
Proposed Zoning: B2  
Tax Parcel ID: 065110004  
Current Address: 2793 S Crater Rd.  
Petersburg, Va 23805  
Approximate Area: 16,000 sq. ft.  
Acres: 5.375  
Public Street Frntg.: 100'

The following deed restrictions may affect the use of this property:  
None  
Restrictions Expire:

Description of Proposed Use: Upscale Lounge and Event Space

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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 proposed change directly supports Petersburg's broader goals of revitalizing South Crater Road and expanding entertainment and tourism options near the new casino. Allowing this use preserves the property owner's right to participate in the city's economic growth by attracting visitors, generating local tax revenue, and increasing corridor vitality. The project complements public investments and private developments already. The proposed change in zoning (or special use permit approval) is necessary to allow the property at 2793 S. Crater Road to be used in a manner that is economically viable, compatible with its surroundings, and supportive of the City's long-term redevelopment goals. Approval will preserve the owner's right to make reasonable use of the property while delivering substantial public benefits through increased safety, investment, and community engagement occurring in this high-visibility area. Royalty Lounge will contribute directly to Petersburg's economic development by creating employment opportunities and generating new local tax revenue. Its proximity to the new casino makes it ideally positioned to capture and retain visitor spending within the city, complementing—not competing with—existing entertainment options. The project supports the city's vision for revitalizing the Crater Road commercial corridor by transforming an underutilized property into a vibrant, high-quality destination that attracts both residents and tourists. The owners of Royalty Lounge are committed to providing a secure, well-managed environment. The venue will comply with all ABC regulations, city codes, and fire and occupancy standards, and will implement a comprehensive safety plan including professional security personnel, video surveillance, controlled entry, and parking management. These measures ensure that patrons and nearby properties are protected, helping to deter loitering, noise disturbances, and other nuisances often associated with lower-quality nightlife uses. Royalty Lounge is designed as an upscale social environment that encourages positive community interaction. With tasteful décor, curated music, and attentive service, it provides Petersburg residents and visitors with a safe and elegant option for nightlife entertainment. The establishment's focus on class, comfort, and respect aligns with community morals and contributes to improving the overall perception of the South Crater Road corridor as a safe and thriving area.

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 rezoning for Royalty Lounge at 2793 S. Crater Road will not have any detrimental impact on public welfare or adjacent properties. On the contrary, it will strengthen the local economy, improve the corridor's appearance, enhance safety, and foster responsible redevelopment that benefits the entire Petersburg community. Royalty Lounge will operate under a comprehensive safety and management plan that emphasizes security, crowd control, and regulatory compliance. The establishment will employ trained, licensed security personnel, maintain a state-of-the-art surveillance system, and implement strict age verification at entry. All operations will comply fully with Virginia ABC laws, city fire and occupancy codes, and Petersburg Police Department recommendations. These measures will ensure that the venue operates in a way that protects patrons, employees, and the surrounding neighborhood.

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

Rather than increasing strain on public resources, the rezoning and reuse of the existing building will revitalize the site through private investment in building upgrades, landscaping, lighting, and signage improvements. These improvements will enhance property values and overall aesthetics along Crater Road, benefitting both the city and neighboring property owners. Additionally, the project will create new local jobs and increase sales and business tax revenues, directly supporting Petersburg's fiscal stability and long-term economic health. The transformation of the existing building into Royalty Lounge will enhance the visual appeal and activity level along South Crater Road — a major gateway into the city. The renovation will include improvements in lighting, landscaping, signage, and building aesthetics, encouraging further private investment in surrounding properties. This redevelopment aligns with Petersburg's ongoing goals of corridor beautification, commercial revitalization, and the creation of safe, inviting business environments. Royalty Lounge's ownership is committed to working collaboratively with the City of Petersburg, community leaders, and public safety officials to ensure ongoing alignment with city goals. The business plans to participate in civic events, support local artists and small vendors, and engage in charitable initiatives that uplift the surrounding community. This civic-minded approach fosters goodwill, mutual respect, and shared prosperity.

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

The proposed rezoning is necessary and justified because there are no other suitable, properly zoned, and strategically located properties that can accommodate an upscale, safety-focused entertainment venue of this nature. Approval of this rezoning will enable the responsible reuse of existing infrastructure, support economic growth, and ensure the property contributes positively to the public welfare and redevelopments

goals of the City of Petersburg. Through a combination of hands-on experience, responsible management practices, and proven redevelopment success, the Royalty Lounge team is fully equipped to develop, maintain, and operate this establishment in a manner that reflects positively on the City of Petersburg and supports its goals for safe, sustainable economic growth. Donte Threat and mother Denise Taylor both are well established entrepreneurs in the city. We both have been contributing financially to the growth of Petersburg for well over 2 decades. Donte is the owner of Threatt Counseling & Behavioral Health Services and Denise is the owner of Taylor's Enhanced Living and Taylor-Starkewood Enterprises.

---

The undersigned applicant certifies that they:

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

The Lease agreement (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.

\_\_\_\_\_  
Donte Threatt  
Name

\_\_\_\_\_  
10/28/2025  
Date



# Petersburg, Virginia

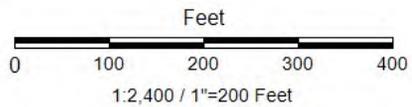
## Legend

-  City Boundary
-  Parcels



**Title: Location Map**

**Date: 11/20/2025**



*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.*



# Royalty Lounge – Management Plan

**Business Name:** Royalty Lounge

**Owner:** Donte Threatt

**Location:** Petersburg, Virginia

**Projected Opening:** Early 2026

**Venue Type:** Upscale Social and Lounge venue with Live Entertainment

**Occupancy:** Approximately 500 guests (final number subject to Fire Marshal approval)

---

## 1. Staffing Levels

Royalty Lounge will maintain appropriate staffing levels to ensure smooth operations, guest safety, and compliance with all local codes and ABC regulations. Staffing will adjust based on event type and anticipated attendance.

### a. Management and Administrative Staff

- **General Manager (1):** Oversees daily operations, staffing, finances, and compliance.
- **Assistant Manager (1):** Supports management and supervises floor operations.
- **Event Coordinator (1):** Manages artist bookings, private events, and VIP experiences.
- **Security Supervisor (1):** Oversees safety personnel and coordinates with local law enforcement.

### b. Front-of-House Staff

- **Bartenders (4–6):** Provide beverage service at main and VIP bars.
- **Servers/Cocktail Waitresses (6–10):** Manage table and bottle service.
- **Host/Hostess (2):** Manage guest entry, reservations, and VIP seating.
- **Barbacks (2):** Support bartenders with stock and cleanliness.
- **DJ/Entertainment Crew (2–3):** Includes house DJ, lighting, and sound technician.

### c. Security and Safety

- **Security Personnel (6–10 per event):** Licensed staff controlling entry, ID checks, crowd monitoring, and closing procedures.
- **Certified Crowd Manager (1):** On duty per state fire code requirements.
- **On-Call Off-Duty Police Officer (as needed):** For high-traffic nights or special events.

### d. Support Staff

- **Cleaning Crew (2–3):** Maintain cleanliness throughout the night and post-event.
- **Maintenance (1):** On-call for minor repairs and facility checks.

*Total Estimated Staff on a Standard Operating Night: 25–35 people*

---

## 2. Floor Plan & Layout

A detailed **architectural floor plan** will be provided with the building permit and inspection process. The general layout includes:

### Main Floor

- **Entrance & Check-In Area:** ID check, ticket scanning, coat check (optional).
- **Main Bar:** 40-foot curved bar with standing rail and seating for 20 guests.
- **Lounge Seating Area:** Tables and chairs for approximately 150 seated guests.
- **Dance Floor:** Centralized open area with LED flooring and lighting capacity for ~100 standing patrons.
- **Stage Area:** For live music, DJs, and performances (approximately 15' x 20').
- **VIP Sections:** 6 semi-private VIP lounges with bottle service seating (each 8–10 guests).
- **Restrooms:** ADA-compliant facilities for men and women.

### Emergency Exits and Fire Safety

- Clearly marked emergency exits on all sides of the main floor.
- Exit lighting, sprinkler system, and alarm devices per code.
- Fire extinguishers placed at required intervals.

**Note:** The finalized **floor plan with labeled areas and occupant load** will be posted in a **prominent location** at the main entrance and staff areas per Virginia Fire Prevention Code.

---

## 3. Total Occupant Load

The **anticipated total occupant load** for Royalty Lounge is **500 persons**, subject to verification and approval by the **Building Official** and **Fire Marshal** in accordance with the **Virginia Statewide Building Code** and **Fire Prevention Code**.

This load includes:

- **Seated Guests:** 250
- **Standing Room/Dance Floor:** 150
- **Staff and Performers:** 100 (approximate)

The official **maximum occupancy certificate** will be displayed near the main entrance and strictly enforced by management and security staff. Counter systems and security staff will monitor guest counts throughout each night to ensure compliance.

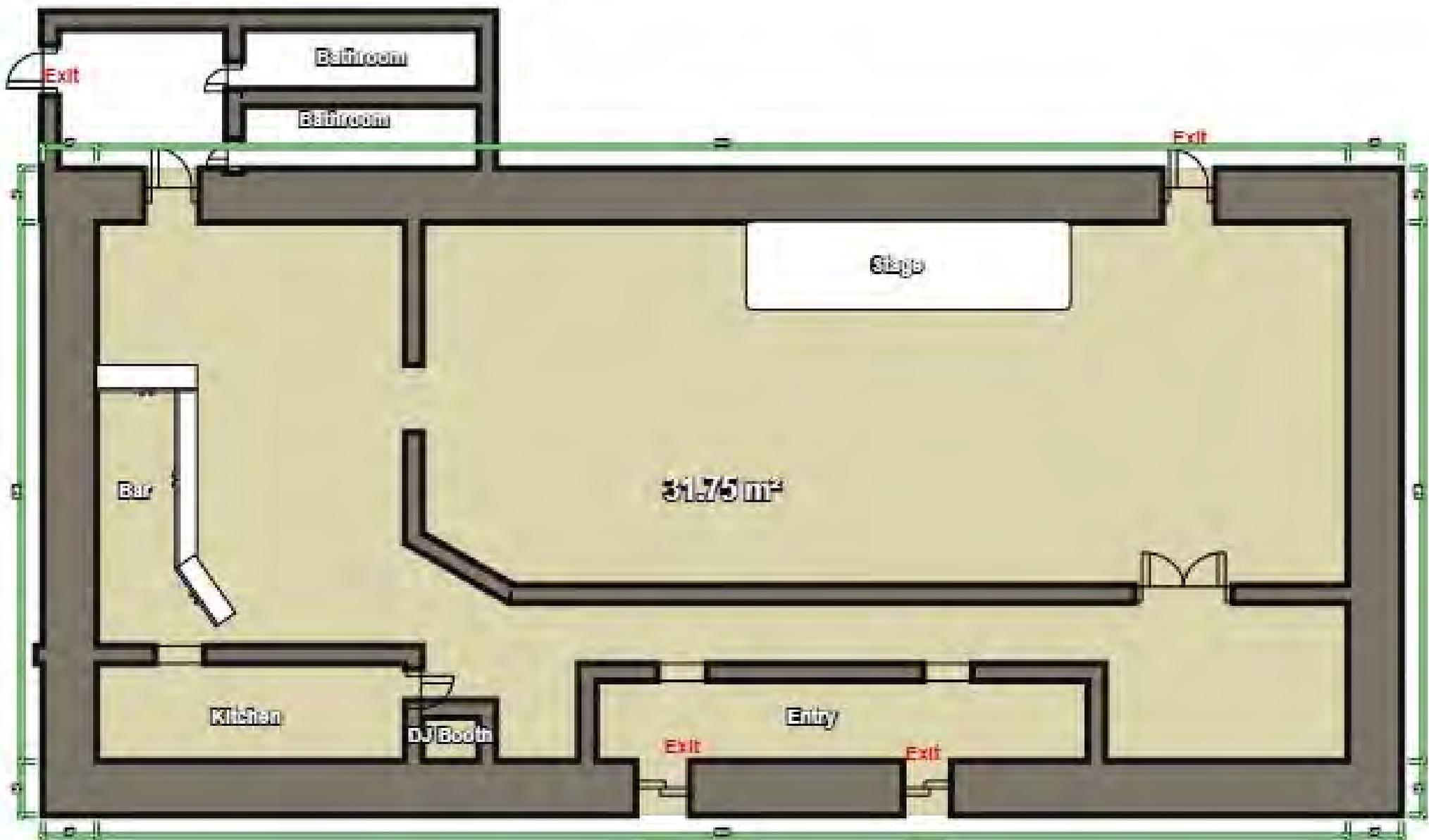
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#### 4. Operations and Compliance Measures

- Staff will be trained on **fire safety procedures, evacuation plans, and emergency communication.**
  - The **floor plan and occupancy limit signage** will remain posted in visible areas accessible to both patrons and staff.
  - Royalty Lounge will conduct **monthly safety checks** with the manager and security supervisor.
  - The establishment will fully comply with **ABC regulations, health department, and city licensing** requirements.
- 

#### 5. Summary

Royalty Lounge is committed to operating as a safe, elegant, and compliant entertainment venue that enhances Petersburg's social life and downtown revitalization. Through clear staffing protocols, capacity management, and transparency with local authorities, Royalty Lounge will provide premium experience while upholding the highest operational standards.



# Royalty Lounge – Security and Crowd Management Plan

**Business Name:** Royalty Lounge

**Owner:** Donte Threatt

**Location:** Petersburg, VA

**Type:** Upscale Social Lounge

**Projected Opening:** Early 2026

**Maximum Occupant Load:** 500 persons (subject to Fire Marshal approval)

---

## 1. Security Staffing and Licensing Requirements

Royalty Lounge will contract **licensed and trained security personnel** to maintain a safe, controlled, and compliant environment at all times.

### Security Personnel Standards

- All security staff will hold valid **Department of Criminal Justice Services (DCJS)** licenses for security employment in the Commonwealth of Virginia.
  - Security staff will receive annual training in:
    - **Crowd control techniques**
    - **Conflict de-escalation and resolution**
    - **Emergency evacuation procedures**
    - **First aid/CPR** and emergency medical coordination
    - **ABC law compliance** (checking IDs and spotting intoxication)
  - The **Security Supervisor** will ensure all team members remain in compliance with licensing and training updates.
- 

## 2. Security Staffing Levels

Security staffing will scale based on occupancy and event type to ensure adequate coverage at all times.

<b>Event Type</b>	<b>Estimated Attendance</b>	<b>Security Personnel On Duty</b>
Regular Night	200–300 guests	8-10 licensed guards + 1 supervisor
High-Traffic Night (Fri/Sat)	300–400 guests	10-14 licensed guards + 1 supervisor + 1 off-duty police officer
Live Events or Celebrity Performances	400–500 guests	15–20 licensed guards + 1 supervisor + 2 off-duty police officers

### Minimum Staffing Breakdown (Regular Operations):

- **2 guards** stationed at entrance for ID checks and guest screening
  - **4 guard** stationed near the **VIP section**
  - **2 guard** monitoring **dance floor and bar areas**
  - **2 guard** posted near **rear exits** for safety and emergency egress
  - **1 supervisor** on mobile patrol inside and outside the venue
  - **2 guard** positioned in parking lot during entry/exit periods
- 

### 3. Occupancy Management

Security personnel are responsible for monitoring and maintaining the approved occupant load in compliance with the **Virginia Statewide Building and Fire Prevention Code**.

#### Procedures

- Occupancy counts are monitored in real-time using a **digital clicker system** or mobile app at the front entry.
  - Entry is suspended once occupancy reaches the approved limit (as stated on the Fire Marshal's posted occupancy certificate).
  - Security personnel maintain communication via **two-way radios** for immediate coordination.
  - Managers and security supervisors will conduct random headcounts throughout the night for verification.
- 

### 4. Crowd Control Procedures

Royalty Lounge will implement strict crowd control procedures before, during, and after operating hours to prevent overcrowding and maintain orderly flow.

#### Pre-Event and Entry

- Security conducts bag checks, ID verification, and visual inspections upon entry.
- Guests are guided through **stanchioned entry lanes** to ensure organized flow.
- Individuals showing signs of intoxication or aggression will be denied entry.

#### During Operation

- Security personnel will patrol all areas — dance floor, bar, VIP, restrooms, and exits — to identify potential conflicts early.
- Staff will maintain **clear pathways** to emergency exits at all times.

- The **Security Supervisor** coordinates responses to any disturbance and communicates with on-site management.
- **Surveillance cameras** cover all key interior and exterior points (entrances, exits, stage, bar, and parking lot).

### **Closing and Post-Event Procedures**

- Security will announce last call and closing procedures in a calm, organized manner 15–30 minutes before closing.
  - Lights will be raised gradually, and music volume will decrease to encourage a smooth exit.
  - Guards will guide guests toward exits and parking areas while preventing loitering.
  - At least **two security personnel** remain inside and outside for **30 minutes post-closing** to ensure the property clears safely.
- 

## **5. Emergency Response Protocols**

In the event of a fire, medical emergency, or disturbance:

1. **Security Supervisor** initiates the **Emergency Response Plan** and contacts **911**.
  2. Designated staff assist in **evacuation procedures** per the posted floor plan.
  3. Security maintains clear **egress routes** and assists patrons toward exits.
  4. One staff member will remain at the **front entrance** to guide emergency responders to the correct area.
  5. Incident reports will be documented in writing and reviewed by management within 24 hours.
- 

## **6. Communication and Coordination**

- Security personnel will operate on **dedicated radio channels** for internal communication.
  - The **General Manager** or **Security Supervisor** will serve as the **point of contact** for law enforcement and fire officials.
  - Security logs will be maintained nightly, noting:
    - Staffing levels
    - Crowd estimates
    - Incidents (if any)
    - Entry/exit headcounts
- 

## **7. Commitment to Safety**

Royalty Lounge is committed to maintaining a **professional and proactive security presence** that protects guests, staff, and surrounding businesses. Through continuous training, strong coordination with local authorities, and diligent adherence to occupancy and safety standards, Royalty Lounge will uphold the highest standards of crowd and risk management in Petersburg's social life community.

# Petersburg, Virginia

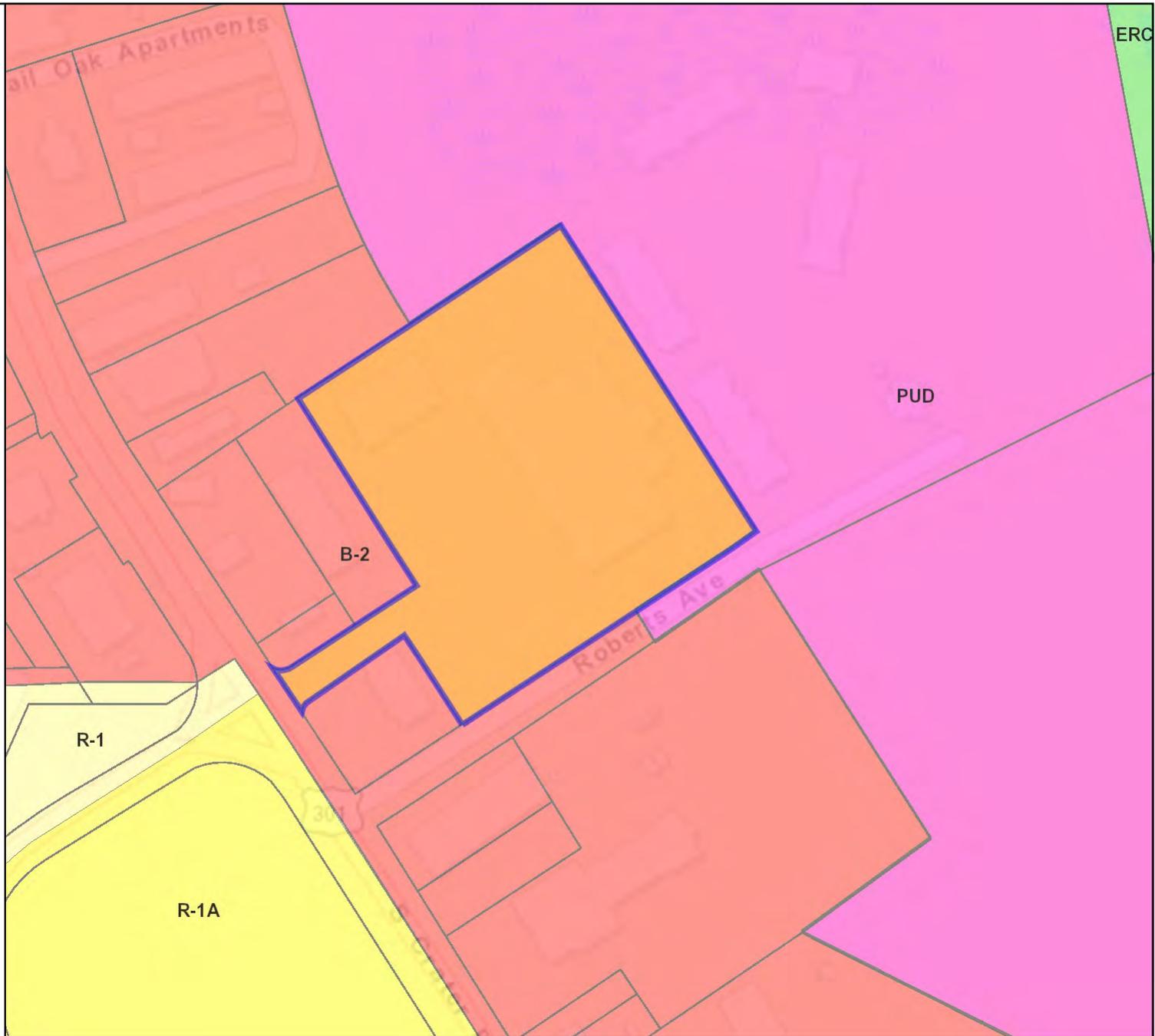
## Legend

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)

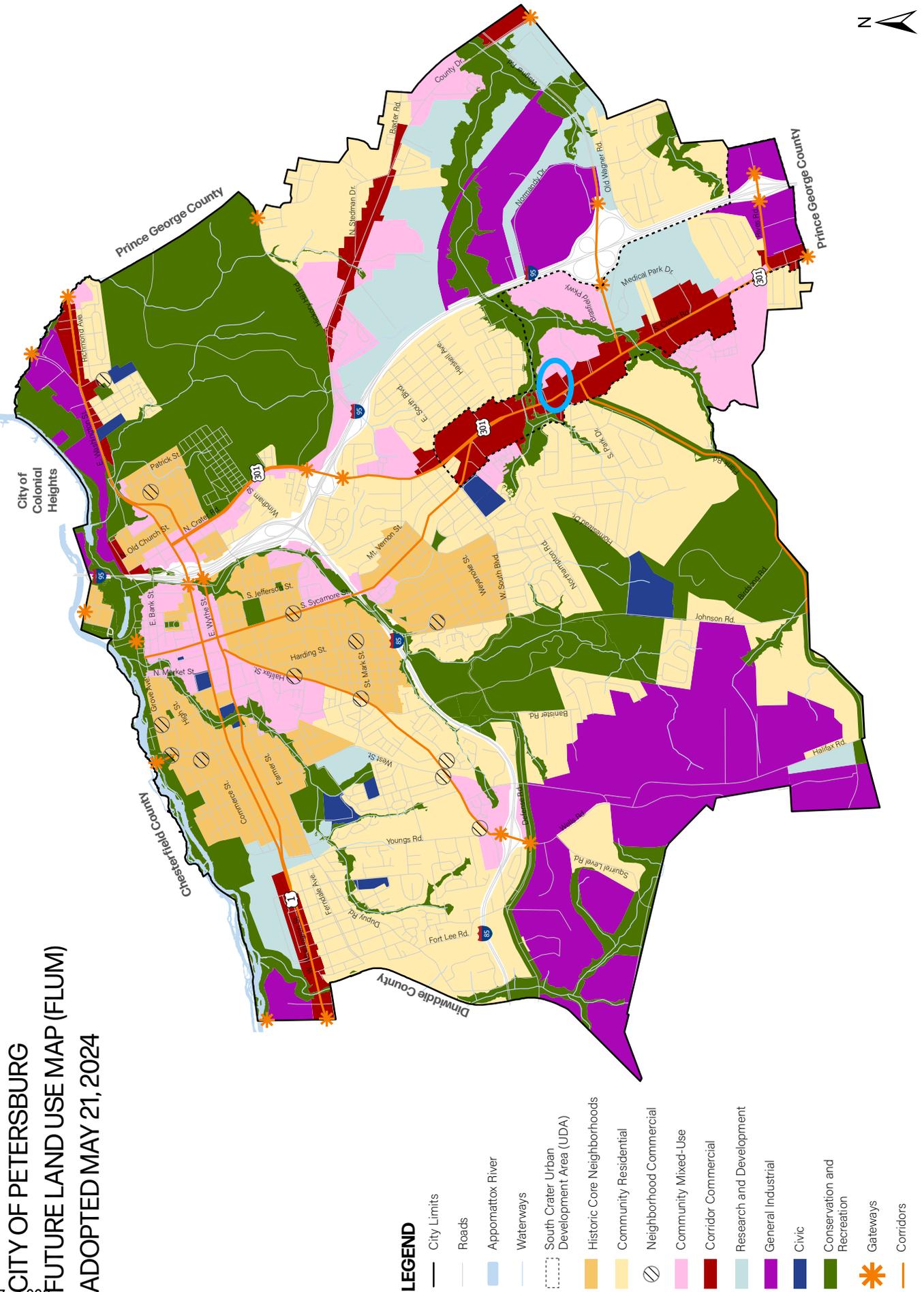


**Title: Zoning Map**

**Date: 11/20/2025**

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



<b>Address</b>	<b>Owner</b>	<b>Mailing Address</b>	<b>City</b>
2795 S Crater Rd	English Hills Properties LLC	PO Box 872	Colonial Heights, VA 23834
2791 S Crater Rd	Storehouse Of Virginia Inc	PO Box 1805	Petersburg, VA 23805
2787 S Crater Rd	Barksdale Bruner Lash	PO Box 910	Petersburg, VA 23803
2731 S Crater Rd	Sayyar Petersburg Property LLC	5231 Hickory Park Dr Ste E	Glen Allen, VA 23059
2727 S Crater Rd	Gurugi LLC	2727 S Crater Rd	Petersburg, VA 23805
2825 S Crater Rd	JDP Real Estate LLC	1506 Staples Mill Rd	Richmond, VA 23230
2833 S Crater Rd	Jarls Motors Richmond LLC	2000 Walthall Center Dr	Colonial Heights, VA 23834
2793 S Crater Rd	Sweet Investments VA LLC	7460 Conowingo Ave Units 5-11	Jessup, MD 20794
401 Roberts Ave	Jesse Apts LLC	123 Town Square Pl #667	Jersey City, NJ 07310

## Jared Crews

---

**From:** Kevin Winfree <kevin.englishhills@gmail.com>  
**Sent:** Thursday, December 4, 2025 2:14 PM  
**To:** PCD  
**Subject:** Adjacent Property Notification 2025-SUP-06- Hearing tonight

Some people who received this message don't often get email from kevin.englishhills@gmail.com. [Learn why this is important](#)

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

Good afternoon Planner Tyler Jackson, and/ or other members of the Department of Planning & Community Development,

I am the owner of the property at 2795 S. Crater Road, Petersburg, adjacent to the subject property in question and received your letter of notice.

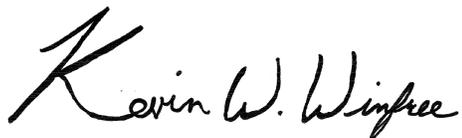
I regret that I am unable to attend the public hearing tonight, as I am currently out of town.

However, please consider this email as written opposition to the property behind mine, identified as 2793 South Crater Road (Parcel ID 065-11004), being used as a night club. I strongly appose this use as it is not the highest and best use of the parcel as certainly not compatible with the current uses of surrounding properties.

Noise, trash strewn about the area, increased crime, and increased wear and tear on the parking lot access (where there is no maintenance agreement in place), would negatively affect the quiet enjoyment of the apartment community behind this property, as well as the established retail and office properties along Crater Road.

Please consider, for the record, that **I am enthusiastically opposed** to allowing a night club to further degrade the area where my property is located.

Thank you for your time and consideration.



**Kevin W. Winfree, Owner**  
**English Hills Properties, LLC**

Phone: 804-892-0532

Fax: 804-631-9977

Email: [kevin.englishhills@gmail.com](mailto:kevin.englishhills@gmail.com)

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## Jared Crews

---

**From:** Jared Crews  
**Sent:** Thursday, January 8, 2026 2:17 PM  
**To:** Jared Crews  
**Subject:** FW: Statement of Support for New Lounge at 2793 S. Crater Road

Dear Members of the Zoning and Planning Board,

I am writing to you today to express my strong support for the approval and operation of the new lounge proposed for 2793 S. Crater Road.

I am aware that there is opposition to this establishment. My support, however, is grounded in a fundamental principle: respect for our city's laws and the integrity of our regulatory processes. This applicant has diligently and transparently navigated every required procedure to establish their business legally. They have sought the necessary permits, undergone the proper reviews, and have been open and cooperative with city departments throughout. This responsible approach is commendable and deserves recognition.

It has come to my attention, through consultation with our own Zoning and Planning Department, that this lounge stands to be the only establishment in the immediate vicinity operating with full compliance.

Other nearby businesses and entities, including the church and the reportedly private club, do not have the requisite paperwork on file such as a valid Certificate of Occupancy, Special Use Permit, or Place of Assembly Permit that would confirm their legal operation.

In essence, they are operating without having completed the proper and legal procedures that this applicant has faithfully followed.

My purpose is not to cast undue criticism on existing entities, but to highlight a critical point of fairness and civic duty. We cannot in good conscience penalize an applicant who has shown respect for our city's ordinances, while turning a blind eye to others who have not.

To deny this application would send a damaging message that compliance is optional and that those who follow the rules are at a disadvantage.

This lounge represents more than a new business; it represents a commitment to lawful operation and partnership with the City. Supporting this application reinforces the importance of our zoning and safety standards for all.

Therefore, I support approval the application for the lounge at 2793 S. Crater Road. It is a step toward ensuring consistent application of our laws and rewarding those who choose to operate within the framework we have established.

Thank you for your time and consideration of this important matter.

Sincerely,

Councilman Marlow Jones  
Petersburg City Council, Ward 1  
[mjones@petersburg-va.org](mailto:mjones@petersburg-va.org)

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# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

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

**FROM:** March Altman, Jr.

**RE:** **Public Hearing for Consideration of an Ordinance to Approve a Request by Alexander Graham Jr., on Behalf of the Warrenton Group, to Rezone Property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel IDs 070080002, 069070001, 077010801, from the A Agricultural and R-1A Single-Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with Proffers and to Amend the Existing Proffers for Property at 2233 Halifax Road, Parcel ID 076030800 in the M-1 Light Industrial Zoning District**

---

**PURPOSE:** Hold a public hearing to consider special use permit request for rezoning of property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive to the M-1 District with proffers and to amend proffers for property at 2233 Halifax Road.

**REASON:** The city received a petition from Alexander Graham Jr. on behalf of the Warrenton Group to rezone the subject properties to the M-1 District with proffers and to amend the existing proffers for 2233 Halifax Road in the M-1 District.

**RECOMMENDATION:** Planning Commission recommended approval of the rezoning with the proffers as submitted in a 5-1 vote with 2 abstentions.

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

1. April 3, 2025, - Planning Commission recommended approval of 2025-REZ-03, , a petition to rezone property at 2233 Halifax Road to the M-1, Light Industrial District for the purpose of constructing a data center campus in a 8-0 vote.
2. April 15, 2025 - City Council approved rezoning of 2233 Halifax Road, subject to 10 proffered conditions.
3. April, 2025 - Present - Through ongoing site design, the developer has identified the need for additional land for access to the development and mitigation of wetland impacts.
4. November 12, 2025 - Staff received a petition to rezone three additional parcels for inclusion in the project area and to amend the approved proffers to reflect the proposed update to the site layout
5. December 4, 2025 - Planning Commission held a public hearing on the request. The request was tabled until the applicant could hold a community meeting.
6. January 12, 2026 - The applicant attended the Ward 7 public meeting to address the community on concerns

and questions with the proposal.

7. January 15, 2026 - The Planning Commission recommended approval of the request with the proffers as submitted in a 5 (aye) and 1 (nay) vote with two abstentions.

**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-06 Memo
2. Presentation
3. Draft Ordinance
4. Application
5. Proposed Proffers
6. Original Proffers
7. Boundary Exhibit
8. Concept Plan
9. Traffic Impact Study
10. Zoning Map
11. Future Land Use Map
12. Adjoining Property Owners
13. Public Comment Received 1
14. Public Comment Received 2
15. Public Comment Received 3
16. Public Comment Received - Petition
17. Warrenton Group Responses to Public Comments



## City of Petersburg

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

# MEMORANDUM

**DATE:** February, 2026

**TO:** Mayor and City Council

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

**RE:** 2025-REZ-06: Consideration of a request by Alexander Graham, Jr., on behalf of the Warrenton Group, to rezone property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel IDs 070080002, 069070001, 077010801, from the A Agricultural and R-1A Single-Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with proffers and to amend the existing proffers for property at 2233 Halifax Road, Parcel ID 076030800, in the M-1 Light Industrial Zoning District

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### EXECUTIVE SUMMARY:

The City has received a request to modify rezoning request 2025-REZ-03 by including three additional parcels within the M-1, Light Industrial Zoning District and amending the approved proffers, which would apply to both the existing and newly added property. The proposed use of the property remains a data center and the modifications are proposed to add additional space for site design and options for site access; no structures are proposed on the additional parcels.

### CHRONOLOGY OF EVENTS:

1. January 7, 2025 – City Council voted to authorize the City Manager to enter into an option agreement and convey the subject property to Warrenton Group.
2. January 21, 2025 – City Council approved Zoning Ordinance amendment permitting and regulating data center uses in the city
3. April 3, 2025 – Planning Commission recommended approval of 2025-REZ-03, , a petition to rezone property at 2233 Halifax Road to the M-1, Light Industrial District for the purpose of constructing a data center campus in a 8-0 vote.
4. April 15, 2025 – City Council approved 2025-REZ-03, subject to 10 proffered conditions.

5. April, 2025 – Present – Through ongoing site design, the developer has identified the need for additional land for access to the development and mitigation of wetland impacts.
6. November 12, 2025 – Staff received a petition to rezone three additional parcels for inclusion in the project area and to amend the approved proffers to reflect the proposed update to the site layout.
7. December 4, 2025 – Planning Commission held a public hearing on the request.
8. January 12, 2026 – The applicant attended the Ward 7 public meeting to address the community on concerns and questions with the proposal.
9. January 15, 2026 – The Planning Commission recommended approval of the request with the proffers as submitted in a 5 (aye) and 1 (nay) vote with two abstentions.

**BACKGROUND:**

On April 15, 2025 City Council approved 2025-REZ-03, which rezoned 173 acres commonly known as the Collier Yard property, located at 2233 Halifax Road from the A, Agricultural Zoning District to the M-1, Light Industrial District subject to ten proffered conditions. Since that time, the developer has been working on plans for site design and layout and during this process, challenges were identified, particularly with gaining primary access to the site from Halifax Road and avoiding and mitigating impacts to wetlands on the site. The current request, 2025-REZ-06, is to expand the rezoning to include three additional parcels in the M-1 district to add room to design around wetlands and create alternative points of access. The request also includes amending the originally approved proffers and applying those proffers to the three additional parcels.

The application was accompanied by an updated concept plan showing the proposed layout of the site with six data centers as well a gatehouse and an electric substation. All structures on the site would still be constructed on the originally rezoned property at 2233 Halifax Road and the new parcels would be used for access and potential wetland mitigation. Upon completion, primary access to the development is proposed from a newly-constructed entrance drive from Defense Road. Secondary emergency access is shown from the newly-constructed Townes Road and access to the substation would be provided from Brierwood Road. The applicant has noted that final site design is ongoing and the concept plan may be subject to change.

The applicant also provided a traffic evaluation report addressing the projected impacts of the data center development. The study area included the Squirrell Level Road and Defense Road intersection as well as the proposed site entrance from Defense Road which will serve as the construction entrance and the primary access for the site after construction. Traffic volume to the site will be highest during construction with approximately 492 trips during peak morning hours and 268 trips during peak evening hours. Once the site is operational, the report estimates about 1,424 daily trips with 181 trips during peak morning hours and 57 trips during peak evening hours.

The report includes a turn lane warrant analysis which demonstrates that a 100-foot right turn taper is warranted at the proposed entrance to the site from Defense Road. The report also indicates that If adjustments to signal timings at the Squirrell Level Road and Defense Road intersection may be necessary during construction. If the request is approved, these improvement will be reviewed during the site plan review process.

The applicant has stated the site is ideal for the data center development due its size and proximity to existing electrical infrastructure supportive of large industrial development, including a 230-kilovolt transmission line. The application also states the approval of the rezoning would unlock the economic potential of the subject properties and create a significant source of tax revenue for the City through a large-scale industrial development.

If the rezoning is approved, the property will be subject to Article 17 of the Zoning Ordinance which specifies the regulations of the M-1, Light Industrial District in general as well the specific regulations for data centers. Development of the property would also be subject to rules for parking, loading, architectural treatment, and site plan review found in Articles 19, 20, 25, and 38 respectively. Once the definite location of the substations on the property is determined, the Planning Commission will be asked to review that location for accordance with the PetersburgNext Comprehensive Plan as required by Code of Virginia Section 15.2-2232. Additionally, if the proposed data center development on the site cannot meet the development standards listed in Article 17, a special use permit would be required before the use could be established.

#### **Additional Parcels:**

The applicant is seeking to add three properties to the M-1, Light industrial District to accommodate the planned data center campus. The properties are located at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive. 2088 Defense Road and 1926 Bogese Drive are currently within the A, Agricultural Zoning District and 1918 Townes Road is currently within the R-1A, Single-Family Residence Zoning District. The properties total approximately 37.18 acres in area.

The applicant plans to use the property at 2088 Defense Road to create the primary entrance into the site from Defense Road in place of the originally planned primary entrance from Halifax Road. The access drive would be improved to VDOT street standards. There is an existing at-grade railroad crossing into the site from Halifax Road, but this crossing would not be feasible for a permanent full accessway into the site due to the frequency of train travel.

The property at 1918 Townes Road is split into three pieces of land which are planned to be incorporated into the site for additional buffer. Townes Road is currently unimproved right-of-way and the developer intends to pave the street and install a restricted-access emergency egress point from the site onto the improved street. Construction traffic during site development would be limited to the new entrance from Defense Road and potentially the existing at-grade crossing from Halifax Road.

The property at 1926 Bogese is intended to be incorporated into the site to expand the total site area allowing more space to avoid the wetlands and to mitigate wetland impacts if necessary. No buildings or utility infrastructure is planned to be constructed on the parcel which will remain vegetated.

**Amended Proffers:**

2025-REZ-03 was approved subject to ten proffered conditions voluntarily offered by the applicant and accepted by the City. Due to the changes in the planned design of the project, the applicant is proposing to amend several proffers and offering four new proffers. The full list of proposed proffers is included as an attachment to this report, but the amended and new proffers are covered below.

Amended Proffers:

- There will be a minimum of 125-foot setbacks from all residential properties for all principal structures, including substations. Where possible, these setbacks will be increased. The originally accepted proffer was for 100-foot setbacks.
- The data center buildings will be designed with architectural treatment features to be reviewed by Planning staff during site plan and permit review; originally this proffer included design for substations, but those designs would be dependent on the utility provider rather than the applicant.
- The applicant will work with the Department of Environmental Quality (DEQ) and the Army Corp of Engineers to avoid or mitigate any wetland or stream impacts. If any historic archaeological features are identified on the site, the applicant will negotiate protection of those features during site plan review. This proffer was accepted with the original approval, but the updated proffer would expand its conditions to the new parcels.
- Access to the site during construction and operation of the facilities will be provided from Halifax Road and Defense Road. Access during operation will be provided primarily from the access drive off Defense Road, which will be improved to VDOT standards. Emergency egress and access for emergency vehicles and utility servicers will be available from Townes Road and Brierwood Road. The original proffer limited site access to Halifax Road other than for emergencies and utility servicing.

Additional Proffers:

- The site will exceed the City's newly adopted standards for parking lot landscaping and overall tree canopy coverage by 10 percent.
- Any required wetland mitigation will be determined and negotiated with the City and the Army Corps of Engineers during the site plan review process.
- The cost of construction of water and sewer infrastructure throughout the site will be responsibility of the applicant.

- The newly added parcels will be kept in the existing vegetative state except where wetland mitigation or the construction of the access drives requires disturbance.

The remainder of the originally accepted proffers are proposed to remain unchanged, including conditions pertaining to the site’s landscape buffer, pre-and-post-construction noise studies, generator testing, use of recycled water for cooling, avoiding residential areas for utility extensions, abandonment of easements, and planning commission review of utility infrastructure such as the substation.

**PUBLIC HEARING:**

On December 4, 2025, the Planning Commission held a public hearing on the request. During the public hearing and subsequent discussion, several concerns with the request were raised, including the following:

- Noise impacts from the proposed development and whether proposed buffers are sufficient
- Traffic impacts from the proposed development, particularly impacts to residential streets
- Environmental impacts, including to wildlife and potential cultural and historic resources
- Incompatibility with the surrounding residential development and quality of life
- Proposed access and
- and capacity concerns for construction traffic
- The density of the proposed buildings
- Water demands
- Impacts from lighting
- Potential effects from railroad traffic
- Lack of community engagement

Following the public hearing, the Planning Commission tabled the request and directed staff to schedule a special meeting for the request once the applicant could hold a meeting with community members to discuss concerns. The applicant attended the Ward 7 meeting on January 13, 2026 to provide additional information and answer questions from the community. The above mentioned concerns were raised again at the meeting and the applicant provided written responses to the concerns prior to the January 15, 2026 Planning Commission meeting.

**ADJACENT ZONING/USES:**

Property directly to the north of the subject property is zoned a combination of A, Agricultural and R-1A, Single-Family Residence while the property to the east is zoned entirely R-1A. The property to the south is zoned a combination of A, Agricultural and M-2, Heavy Industrial and the property to the west . The property to the west across Halifax Road is zoned M-1, Light Industrial.

Land uses to the north and east are primarily residential, including the Ramblewood and Westbourne subdivisions. The property is bordered to the south by the CSX railroad, but uses south of the railroad are within the Petersburg Industrial Park, including Bleachtech, Infra-Metals, and Allan Myers Asphalt Plant. The property is bordered to the west by both CSX railroad and Halifax Road, but uses across Halifax Road are also industrial, including International Paper.

**COMPREHENSIVE PLAN CONSIDERATIONS:**

The property at 2233 Halifax Road which was rezoned in 2025-REZ-03 is designated as General Industrial on the Future Land Use Map of the PetersburgNEXT Comprehensive Plan. The plan states that these are areas readily accessible by road and rail and are where heavy industrial uses should be sited. The plan goes on to say that where these areas border residential development, ample setbacks and buffering should be provided and where sites are largely impervious, adequate elements for stormwater management should be provided and environmental justice considerations should be addressed. Primary land uses in General Industrial areas include business and employment uses, logistics and distribution, and moderate to heavy industrial uses like factories or lumberyards.

The new parcels within the subject request are designated as Community Residential on the Future Land Use Map. Community Residential areas are generally more suburban in character than the majority of the city and uses encouraged in these areas are residential. The Comprehensive Plan states that new construction in these areas should fit or enhance the scale of the existing development pattern.

The M-1 Zoning would not typically be appropriate for an area designated as Community Residential, but it should be noted that the applicant is not proposing any industrial development on the newly-acquired properties. If the request is approved with the proffered conditions as drafted, these parcels would remain undisturbed and vegetated except for the construction of the access drive and potentially wetland mitigation. The proposed project and the proffered conditions do incorporate several development principles for General Industrial areas, including enhancing setbacks and screening from residential areas, providing plantings through the site where existing trees cannot be preserved, and incorporating the environmental assessments and avoiding and/or mitigating potential impacts to the environment.

The Comprehensive Plan also talks specifically about the development of the Collier Yard site at 2232 Halifax Road and its importance for economic development. Strategy 3.1.4 under “Strategies for a Healthy and Robust Economic Climate” is to develop Collier Yard which would expand one of Petersburg’s existing industrial clusters. Finding alternative means to access the site from Halifax Road is listed as a priority transportation project. While the applicant has explored potential ways to access the site from Halifax Road, the existing railroad right-of-way and frequency of train traffic makes this difficult. To address this challenge, the applicant has

proposed the entrance from Defense Road as an alternative which still largely avoids the existing residential development adjoining the subject property.

**PUBLIC Input:**

Seven members of the public spoke in opposition to the request during the public hearing on December 4, 2025. Approximately 20 comments and questions were received at the Ward 7 meeting on January 13, 2026 and the Planning Commission allowed six individuals to speak on the request at the January 15, 2026 special meeting. Several written comments on the request were also received, including a petition opposing the request with signatures from neighboring property owners.

**RECOMMENDATION:**

Planning Commission recommended approval of the rezoning with the proffers as submitted.

CITY COUNCIL  
MEETING

FEBRUARY,  
2026

## 2025-REZ-06:

Consideration of a request by Alexander Graham, Jr., on behalf of the Warrenton Group, to rezone property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel IDs 070080002, 069070001, 077010801, from the A Agricultural and R-1A Single-Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with proffers and to amend the existing proffers for property at 2233 Halifax Road, Parcel ID 076030800, in the M-1 Light Industrial Zoning District

# Subject Properties

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# Background and Request Overview

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- April 15, 2025 – City Council approved rezoning of 2233 Halifax Road to M-1 with 10 proffers for data center development
- During site design process, developer has identified challenges with access from Halifax Road and presence of wetlands on site
- Seeking to expand overall project footprint to provide alternative access to the site and to provide room for wetland avoidance/mitigation
- Seeking to amend proffers to account for updated plans

# Expansion of Footprint

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- Three additional parcels acquired; 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive; currently zoned A, Agricultural and R-1A, Single-Family Residence
- New entrance and access drive proposed from Defense Road; traffic study provided with application outlining improvements during and after construction
- Townes Road to be improved and provide point of emergency egress from property
- Property at 1926 Bogese Drive allows the site layout to be adjusted to avoid wetland impacts
- Newly acquired properties to remain undeveloped with exception of infrastructure for access and potential wetland mitigation





# Amended Proffers

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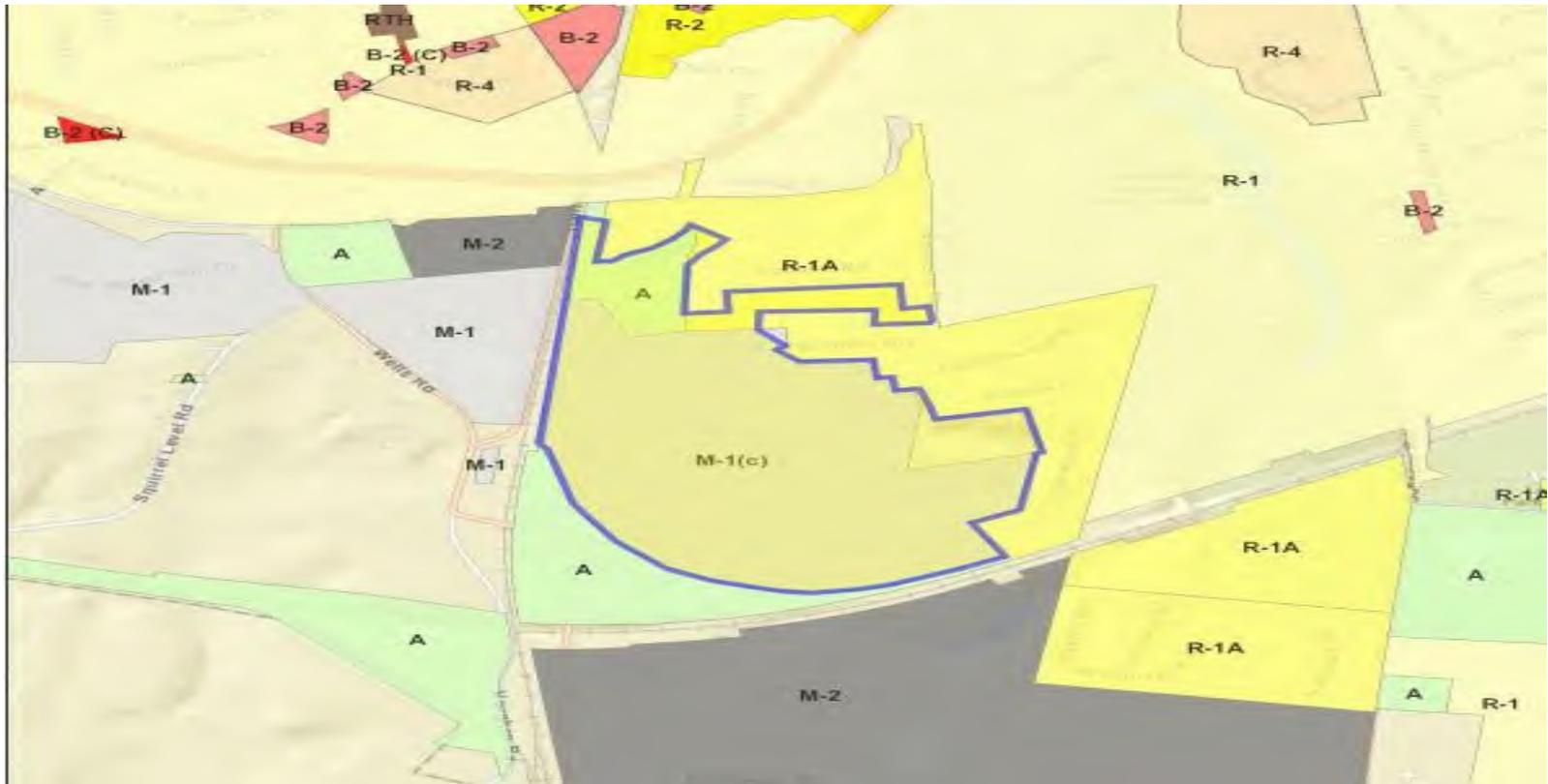
- Existing proffer limits site access to Halifax Road; proposed proffer allows access from proposed Defense Road entrance
- Minimum setbacks are enhanced from 100 feet to 125 from all residential properties
- Proffers pertaining to architectural treatment, landscaping buffer, noise studies, water recycling, power supply, environmental resources, title matters, and review of the substation will remain in place will expand to apply to newly-acquired properties

# Additional Proffers

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- Site will exceed newly adopted landscaping regulations for new plantings and canopy preservation by a minimum 10 percent
- Any required wetland mitigation will be coordinate with City and Army Corps of Engineers
- Applicant will be responsible for cost of water/sewer infrastructure throughout site
- Newly added parcels will be kept in existing vegetative state except where wetland mitigation or the construction of the access drives requires disturbance

# Adjoining Zoning/Uses



# Comprehensive Plan Considerations

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- Property at 2233 Halifax Road is designated General Industrial on Future Land Use Map
  - Enhanced screening and setbacks from residential development encouraged
  - Focus on planting and retaining trees, avoiding and mitigating impacts to environment
- Newly acquired parcels are designated as Community Residential;
  - Uses encouraged are residential, new development should fit or enhance scale of existing pattern
  - M-1 Zoning not typically appropriate for Community Residential area; applicant is proffering no industrial structures on the new parcels
- Economic Development Strategies include utilizing Collier Yard site; finding means to access the site is listed as a priority transportation project

# Public Input

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- Several concerns raised during and following public hearing:
  - Noise, light, traffic impacts to surrounding community
  - Environmental impacts
  - Incompatibility with surrounding residential developments
  - Insufficient buffers
  - Lack of community engagement
  - Site access
  - Street capacity for construction traffic
- Applicant attended Ward 7 meeting to provide additional information and address questions; written responses to concerns provided subsequently

# Recommendation

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- Planning Commission recommended approval of the rezoning with the 14 proffers as submitted in a 5 (aye) and 1 (nay) vote with two abstentions.

**AN ORDINANCE APPROVING A PETITION TO REZONE PROPERTY LOCATED AT 2088 DEFENSE ROAD, 1918 TOWNES ROAD, AND 1926 BOGESE DRIVE, PARCEL IDENTIFICATION NUMBERS 070080002, 069070001, 077010801, FROM THE A AGRICULTURAL AND R-1A SINGLE-FAMILY RESIDENCE ZONING DISTRICTS TO THE M-1 LIGHT INDUSTRIAL ZONING DISTRICT WITH PROFFERS AND TO AMEND THE EXISTING PROFFERS FOR PROPERTY AT 2233 HALIFAX ROAD, PARCEL IDENTIFICATION NUMBER 076030800 IN THE M-1 LIGHT INDUSTRIAL ZONING DISTRICT**

WHEREAS, the City of Petersburg approved a petition from The Warrenton Group to rezone the property located at 2233 Halifax Road from A, Agricultural District to M-1, Light Industrial District with proffers on April 15, 2025; and

WHEREAS, The Warrenton Group proffered conditions for the City's consideration including a condition that access to the site would be provided via Halifax Road; and

WHEREAS, the applicant has determined that access to the site from Halifax Road is not feasible and that the presence of wetlands on the property warrants an expansion of the overall project area; and

WHEREAS, an updated concept plan was provided showing the expansion of the site to include property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese drive for the purpose of providing alternative site access and potential for wetland mitigation; and

WHEREAS, the applicant has offered amended proffers for consideration which would apply to the property at 2233 Halifax Road as well as the properties at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive; and

WHEREAS, the proposed proffers include a condition that the properties at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive will remain undeveloped with the exception of infrastructure providing access to the site and potential wetland mitigation; and

WHEREAS, the proposed proffers include commitments to exceeding the minimum landscaping and planting requirements of the Zoning Ordinance and an increase to the buffer from residential properties; and

WHEREAS, the remaining proffers will still apply, including conditions for architectural treatment, landscaping buffer, noise, water recycling, power supply, environmental resources, title matters, and review of the substation will remain in place; 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 Commission does hereby approve the petition to rezone property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, from the A Agricultural and R-1A Single-Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with proffers and to amend the existing proffers for property at 2233 Halifax Road as presented in Exhibit A.

## EXHIBIT A

### Summary of Proffers to be Negotiated between the Applicant and the City of Petersburg Relating to 2233 Halifax Road Site, as Expanded

1. Setbacks. Applicant agrees to increase its prior setback commitment by 25%. Where the data center (“Project”) adjoins residential properties, the primary Project structures (including substations) will now be located at least 125 feet from the shared boundary with each adjoining residence (prior commitment was 100 feet).
2. Architectural Treatment. Applicant will work with its design team on façade treatments for the data center buildings and submit those for review by the City Planning Staff during the Site Plan negotiations.
3. Enhanced Landscape Buffer. A natural and landscaped buffer fifty (50) feet in width shall be provided along the northern and eastern boundary lines of the Project site in the area generally shown on the concept plan entitled “The Warrenton Group Data Center Concept Plan prepared by Timmons Group and dated September 22, 2025. Such buffer shall be sized to provide visual screening (upon the maturity of the new landscape elements) from residences adjoining such buffer. Applicant will submit a drawing of proposed buffer images to the City Planning Department for its review.
4. Noise from Operations and Generators. Applicant will cause the data center buildings to meet the statutory noise limitation of 79 dBA during the day and 72 dBA at night (or lower), as measured from the property line. A pre-construction noise study shall be ordered by the Applicant and delivered to the City when completed; a post-construction noise study shall be submitted to the City within 180 days after receipt of the Certificate of Occupancy for the Project. The noise study shall be prepared by a Commonwealth Licensed Professional

## EXHIBIT A

Engineer. Outside of backup/emergency use, generator use will be limited to testing or commissioning activities on weekdays between 8:00am and 5:00pm.

5. Water. If water-based cooling is employed for the Project, a closed-loop system will be utilized.
6. Power Supply. Applicant has engaged with Dominion Energy regarding the capacity of existing power transmission lines that would serve the Project. The Applicant will advocate that any additional power infrastructure required to serve the Project will avoid routing through existing residential neighborhoods. Additionally, the Applicant is assessing the viability of utilizing natural gas as a partial or full energy source for the Project. The Applicant is actively consulting with the local natural gas provider and similarly commits to advocating that any necessary extension or enhancement of natural gas infrastructure will also avoid routing through existing residential neighborhoods.
7. Environmental, Historic and Cultural Resources Assessments. To the extent required by the Virginia Department of Environmental Quality (“DEQ”) and/or the U.S. Army Corps of Engineers (“USACE”), the Applicant will engage with them on issues of wetlands and stream impacts and how those impacts can be mitigated to the maximum extent practicable. Applicant has previously contracted with ECS Mid-Atlantic to perform a preliminary archeological sensitivity analysis of the original 172-acre site. The additional parcels being acquired to enlarge the Project site will also be investigated by ECS Mid-Atlantic. Should any earthwork fortifications or other archaeologically sensitive areas be identified, Applicant will coordinate an appropriate response during the site plan negotiation with the City Planning Department.
8. Access to Project Site. Primary access to the Project site during construction activities shall be via Defense Road through the Patton parcel and via Halifax Road. No construction

## EXHIBIT A

entrance will be routed through any residential neighborhood. Upon conclusion of Project construction, access to the Project site will be primarily via Defense Road and the internal access road within the Project site from Defense Road will be constructed to VDOT standards by the Project developer. Emergency egress and access by utility providers to maintain, repair, or service utility infrastructure, will occur via Townes Road, Halifax Road, Brierwood Road, and the new road to be constructed through the Patton property.

9. Title Matters. A title report on the original Project site and the additional five parcels has been received by the Applicant indicating the presence of easements on several of the sites. To the extent that any existing easements cannot be abandoned, Applicant will work with its design and engineering teams to accommodate those easements.
10. Compliance with VA Code Section 15.2-2232. Prior to construction of any new utilities on the Project site, Applicant will submit the location and character of the utilities to the Planning Commission for its determination that those utilities are substantially in accord with the City's Comprehensive Plan.
11. Compliance with Off-Street Parking Regulations in Article 19 of the City of Petersburg Zoning Ordinance. Applicant will exceed the minimum design standards for off-street parking areas including landscaping medians, perimeter plantings, and maintaining the requisite tree canopy coverage by a minimum of 10% above the amounts found in the City's Zoning Ordinance.
12. Wetlands Mitigation. Discussions with the City about wetlands mitigation will occur during negotiation of the Site Plan with the City Planning Department, and with the USACE during the permitting process.
13. Construction of new water and sewer lines within the Project site will be the responsibility of the Applicant who shall pay the costs of these infrastructure improvements.

EXHIBIT A

14. Voluntary Limitation of Construction on Additional Parcels. Applicant will commit to leave the five additional parcels being acquired (identified on the concept plan entitled “The Warrenton Group Data Center Concept Plan prepared by Timmons Group and dated September 22, 2025) in their existing vegetative state except as may be required for the construction of new wetlands, access roads, or any related improvements.



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Adam C. Weers

TWG Petersburg LLC

Submitted November 12, 2025

DRAFT



## City of Petersburg

### Department of Planning and Community Development

#### **PROCEDURES FOR PETITION FOR REZONINGS**

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

*PLEASE NOTE: The rezoning process may take up to three months.*

**PETITION FOR REZONING**

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

CASE NUMBER: 2025-REZ-03  
APPLICANT: TWG Petersburg LLC  
ADDRESS: 14 Ridge Square, NW, Suite 300  
Washington, DC 20016

I, Adam Weers hereby petition to rezone the following described properties  
from zoning district A- Agricultural for 2088 Defense Rd, and to zoning district M-1 Light Industrial  
1926 Bogese Dr.- R-1A for 3 parcels with a common address of 1918 Townes Rd

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

See Response A and Summary of Proffers attached.

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**B. PROPERTY INFORMATION**

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

Original Petition- 070080800; Amended Petition- 7008002, 77010801, 69070001

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

Original Petition- 2233 Halifax Rd., Petersburg, VA 23805; Amended Petition- 1926 Bogese Dr. Petersburg, VA 23805

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2088 Defense Rd, Petersburg, VA 28305, 1918 Townes Rd, Petersburg, VA 28305

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**3. Approximate Area:**

7,522,216 (Original Petition)  
1,611,720 (Amended Petition) sq. ft.                      Original Petition - 172.66  
Amended Petition - 37.00                      **acres**

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**4. Public Street Frontage:**

Original Petition - 1,510  
Amended Petition- 3,311                      **ft.**

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

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

Not Applicable

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**7. Brief:**

Said deed restrictions will expire on:

Not Applicable

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**C. JUSTIFICATION FOR REZONING**

1. **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).**

See Response C-1 attached.

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

See Response C-2 attached.

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

See Response C-3 attached.

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

See Response C-4 attached.

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**D. CERTIFICATION:**

The undersigned applicant certifies that they:

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

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

the property(ies) identified within this PETITION FOR 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.



Signed: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**14 Ridge Square, NW, Suite 300  
Washington, DC 20016**

Phone Number: \_\_\_\_\_

**202-731-2688**

Email Address: \_\_\_\_\_

**aweers@warrentongroup.com**

**APPROVED**

\_\_\_\_\_  
City Attorney

**TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT**

**ACTION RECORD**

Date Filed (with Planning Department): \_\_\_\_\_

Date of Planning Commission Public Hearing: \_\_\_\_\_

Planning Commission Action(s): \_\_\_\_\_

Date of City Council Hearing: \_\_\_\_\_

City Council Action(s): \_\_\_\_\_

## **RESPONSE “A” TO JUSTIFICATION FOR REZONING**

The proposed use is for a data center that will support and secure the future of critical digital infrastructure in the Tri-Cities region. An initial Concept Plan for the site, prepared by the Timmons Group, was included with the original Petition and is appended here. An Updated Concept Plan by Timmons shows how the site is proposed to be expanded by 37 acres through the addition of five more parcels to create a more campus-like setting. Having more land will allow for multiple access points and create more options to deal with existing wetlands. Three of the five additional parcels are currently zoned R-1A and the other two are zoned A-Agricultural.

Included with this Amended Petition is a list of proposed proffer topics that the Applicant would like to discuss with Planning Department staff. One such proffer relates to the construction of tree islands in the designated parking areas to comply with new City Ordinance 2025-ORD-056.

The Project site does not share a boundary with any public parks. The cooling systems will use recycled water. As more engineering occurs, all later iterations of the Concept Plans will be shared with Planning Department Staff.

150297876.2

## RESPONSES TO JUSTIFICATION FOR REZONING

### **Response: C.1**

Goal 1 of the City's Comprehensive Plan (adopted 5/21/24) is aimed at developing a plan to transfer or sell City-owned property to private investors and lists development of Collier Yard among the City's economic objectives (see p.271).

The current agricultural zoning and residential use of the five additional parcels are inconsistent with the highest and best use of these properties. These parcels are ill-suited for agricultural and residential use due to their proximity to existing industrial infrastructure and the presence of a 230 kV power line, which makes these parcels far more suitable for industrial development, such as a data center. Rezoning the five additional parcels to M-1, light industrial use, will align their proposed use with nearby industrial properties, creating a cohesive land-use pattern that supports the City's economic growth objectives.

### **Response: C.2**

The proposed rezoning of the five additional parcels to M-1, light industrial use (which now expressly permits data center development) will transform these agricultural and single-family properties into revenue-generating assets, contributing meaningfully to the City's tax base without placing additional burdens on having to provide public services. Additionally, M-1, light industrial zoning setbacks and buffers will be proffered to protect the residential neighborhoods to the North and Northeast of the Collier Yard site, maintaining privacy and mitigating noise both during the construction period and later during the operation of the data center. The addition of the Nester property will help ensure this goal.

This redevelopment project will promote job creation, economic growth, and technological advancement, consistent with the City's long-term development goals while ensuring compatibility with surrounding land uses.

**Response: C.3**

This is a unique opportunity to both convert a large, public, non-revenue-generating parcel (i.e., Collier Yard) and residential and agricultural-zoned properties into a significant source of tax revenue and economic development for the City. The proposed use will not only generate substantial tax revenues, but also create high-quality jobs, further supporting the local economy. The City would receive more real estate and machinery tax revenues that could be directed to the improvement of the public school system and other priorities.

From a planning perspective, M-1, light industrial zoning now requires setbacks, screening, and buffer requirements for data centers adjacent to residential properties. The addition of five more parcels to the development site will result in more buffering while allowing for sustainable redevelopment. By granting rezoning of the five additional parcels, the City will unlock the economic potential of all these properties, align land use with modern infrastructure, and support the broader community welfare, all while preserving and enhancing the value and enabling the highest and best use of all these properties.

**Response: C.4**

Given the City's small land area, and significant existing development, very few sites in the City are large enough to support investment of the magnitude being proposed in this Amended Petition.

The subject properties are uniquely suited for industrial use, due to their adjacency to a 230 kV power transmission line — a critical infrastructure component for high-demand technology facilities. Despite this advantageous positioning, the current agricultural and residential zoning of the five additional lots prohibits industrial development, preventing those properties from being repurposed for their highest and best use.

While there are other properties zoned M-1, light industrial use within the City, they lack the essential combination of size and proximity to high-voltage power infrastructure required for a data center. In short, there are no other industrial properties in the City large enough to support a large-scale industrial facility with proper setbacks and buffers than the proposed, enlarged site which would have a total size of almost 210 acres if re-zoned.

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**Summary of Proffers to be Negotiated between the  
Applicant and the City of Petersburg  
Relating to 2233 Halifax Road Site, as Expanded**

1. Setbacks. Applicant agrees to increase its prior setback commitment by 25%. Where the data center (“Project”) adjoins residential properties, the primary Project structures (including substations) will now be located at least 125 feet from the shared boundary with each adjoining residence (prior commitment was 100 feet).
2. Architectural Treatment. Applicant will work with its design team on façade treatments for the data center buildings and submit those for review by the City Planning Staff during the Site Plan negotiations.
3. Enhanced Landscape Buffer. A natural and landscaped buffer fifty (50) feet in width shall be provided along the northern and eastern boundary lines of the Project site in the area generally shown on the concept plan entitled “The Warrenton Group Data Center Concept Plan prepared by Timmons Group and dated September 22, 2025. Such buffer shall be sized to provide visual screening (upon the maturity of the new landscape elements) from residences adjoining such buffer. Applicant will submit a drawing of proposed buffer images to the City Planning Department for its review.
4. Noise from Operations and Generators. Applicant will cause the data center buildings to meet the statutory noise limitation of 79 dBA during the day and 72 dBA at night (or lower), as measured from the property line. A pre-construction noise study shall be ordered by the Applicant and delivered to the City when completed; a post-construction noise study shall be submitted to the City within 180 days after receipt of the Certificate of Occupancy for the Project. The noise study shall be prepared by a Commonwealth Licensed Professional Engineer. Outside of backup/emergency use, generator use will be limited to testing or commissioning activities on weekdays between 8:00am and 5:00pm.

5. Water. If water-based cooling is employed for the Project, a closed-loop system will be utilized.
6. Power Supply. Applicant has engaged with Dominion Energy regarding the capacity of existing power transmission lines that would serve the Project. The Applicant will advocate that any additional power infrastructure required to serve the Project will avoid routing through existing residential neighborhoods. Additionally, the Applicant is assessing the viability of utilizing natural gas as a partial or full energy source for the Project. The Applicant is actively consulting with the local natural gas provider and similarly commits to advocating that any necessary extension or enhancement of natural gas infrastructure will also avoid routing through existing residential neighborhoods.
7. Environmental, Historic and Cultural Resources Assessments. To the extent required by the Virginia Department of Environmental Quality (“DEQ”) and/or the U.S. Army Corps of Engineers (“USACE”), the Applicant will engage with them on issues of wetlands and stream impacts and how those impacts can be mitigated to the maximum extent practicable. Applicant has previously contracted with ECS Mid-Atlantic to perform a preliminary archeological sensitivity analysis of the original 172-acre site. The additional parcels being acquired to enlarge the Project site will also be investigated by ECS Mid-Atlantic. Should any earthwork fortifications or other archaeologically sensitive areas be identified, Applicant will coordinate an appropriate response during the site plan negotiation with the City Planning Department.
8. Access to Project Site. Primary access to the Project site during construction activities shall be via Defense Road through the Patton parcel and via Halifax Road. No construction entrance will be routed through any residential neighborhood. Upon conclusion of Project construction, access to the Project site will be primarily via Defense Road and the internal

access road within the Project site from Defense Road will be constructed to VDOT standards by the Project developer. Emergency egress and access by utility providers to maintain, repair, or service utility infrastructure, will occur via Townes Road, Halifax Road, Brierwood Road, and the new road to be constructed through the Patton property.

9. Title Matters. A title report on the original Project site and the additional five parcels has been received by the Applicant indicating the presence of easements on several of the sites. To the extent that any existing easements cannot be abandoned, Applicant will work with its design and engineering teams to accommodate those easements.
10. Compliance with VA Code Section 15.2-2232. Prior to construction of any new utilities on the Project site, Applicant will submit the location and character of the utilities to the Planning Commission for its determination that those utilities are substantially in accord with the City's Comprehensive Plan.
11. Compliance with Off-Street Parking Regulations in Article 19 of the City of Petersburg Zoning Ordinance. Applicant will exceed the minimum design standards for off-street parking areas including landscaping medians, perimeter plantings, and maintaining the requisite tree canopy coverage by a minimum of 10% above the amounts found in the City's Zoning Ordinance.
12. Wetlands Mitigation. Discussions with the City about wetlands mitigation will occur during negotiation of the Site Plan with the City Planning Department, and with the USACE during the permitting process.
13. Construction of new water and sewer lines within the Project site will be the responsibility of the Applicant who shall pay the costs of these infrastructure improvements.
14. Voluntary Limitation of Construction on Additional Parcels. Applicant will commit to leave the five additional parcels being acquired (identified on the concept plan entitled "The

Warrenton Group Data Center Concept Plan prepared by Timmons Group and dated September 22, 2025) in their existing vegetative state except as may be required for the construction of new wetlands, access roads, or any related improvements.

A handwritten signature in black ink, appearing to read "Adam C. Weers", with a long, sweeping horizontal stroke extending to the right.

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Adam C. Weers  
TWG Petersburg LLC  
Submitted November 12, 2025

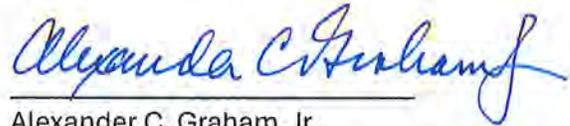
**Summary of Proffers to be Negotiated between the  
Applicant and the City of Petersburg  
Relating to 2233 Halifax Road**

1. Setbacks. Where the data center ("Project") adjoins residential properties, the primary Project structures (including substations) would be located at least 100 feet from the shared boundary with each adjoining residence. Provided wetlands are not adversely impacted, Applicant will endeavor to increase this setback.
2. Architectural Treatment. Applicant will work with its design team on façade treatments for the data center buildings, and the two substations, and submit those for review by Planning Staff.
3. Enhanced Landscape Buffer. A natural and landscaped buffer fifty (50) feet in width shall be provided along the northern and eastern boundary lines of the Property in the area generally shown on the concept plan entitled "The Warrenton Group Data Center Concept - 1" prepared by Timmons Group and dated February 21, 2025. Such buffer shall be sized to provide visual screening (upon the maturity of the new landscape elements) from residences adjoining such buffer. Applicant will submit a drawing of buffer images to the City Planning Department for review.
4. Noise from Operations and Generators. Applicant will cause the data center buildings to meet the noise limitation of 79 dBA during the day and 72 dBA at night (or lower), as measured from the property line. A pre-construction noise study shall be ordered by the Applicant and delivered to the City when completed; a post-construction noise study shall be submitted to the City within 180 days after receipt of the Certificate of Occupancy for the Project. The noise study shall be prepared by a Commonwealth Licensed Professional Engineer. Generator use will be limited to testing or commissioning activities on weekdays between 8:00 a.m. and 5:00 p.m. and for backup/emergency use only.

5. Water. If water-based cooling is employed for the Project, a closed-loop system will be utilized.
6. Power Supply. Applicant has engaged Dominion Energy regarding the capacity of existing power transmission lines that would serve the Project. The Applicant will advocate that any additional power infrastructure required to serve the Project will avoid routing through existing residential neighborhoods. Additionally, the Applicant is assessing the viability of utilizing natural gas as a partial or full energy source for the Project. The Applicant is actively consulting with the local natural gas provider and similarly commits to advocating that any necessary extension or enhancement of natural gas infrastructure will also avoid routing through existing residential neighborhoods.
7. Environmental, Historic and Cultural Resources Assessments. To the extent required by the Virginia Department of Environmental Quality (“DEQ”) and the Army Corps of Engineers, the Applicant will engage with them on issues of wetlands and stream impacts and how those impacts can be mitigated to the maximum extent practicable. Applicant has engaged ECS Mid-Atlantic to perform a preliminary archeological sensitivity analysis of the site, and that work is ongoing. Should any earthworks or other archaeological sensitive areas be identified, Applicant will proffer to protect those during the site plan negotiation.
8. Access to Site. Access to the Project site during construction and post-construction activities shall be via Halifax Road and shall not occur through any residential neighborhood, except for emergency egress and for access by utility providers to maintain, repair, or service utility infrastructure, including during emergencies.
9. Title Matters. A title report on the Project site has been received by the Applicant indicating the presence of easements on the site. To the extent that any existing easements cannot be

abandoned, Applicant will work with its design and engineering teams to accommodate those easements.

10. Compliance with VA Code Section 15.2-2232. Prior to construction of any new utilities on the site, Applicant will submit the location and character of the utilities to the Planning Commission for its determination that those utilities are substantially in accord with the City's Comprehensive Plan.



Alexander C. Graham, Jr.  
Legal Counsel for The Warrenton Group

Submitted March 26, 2025

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S:\110671897-Preleburg\_Data\_Concept\DWG\Sheet\Exhibit\Exhibit\_Zoning.dwg | Plotted on 11/11/2025 11:47 AM | by Justin Blanks



THE WARRETON GROUP  
CONCEPT PLAN

6333 WALFORD ROAD     PETERSBURG, VA  
DATE: SEP 20, 2024     SCALE: AS SHOWN  
DRAWING: OF     PROJECT: T787

To: Jared Crews (Petersburg Planning)  
From: Scott Dunn, AICP, PTP  
RE: 2233 Halifax Road Site – Traffic Evaluation  
Date: November 24, 2025  
Copy: Adam Weers (WG); Derrick Johnson (TG); Steve Schmidt (TG)

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This work provides an overview of the anticipated traffic impacts associated with the proposed 1,989,940 sf data center in the City of Petersburg, Virginia, located to the east of Halifax Road and south of Defense Road as shown on Figure 1.

Once operational, access to the site will be provided via one (1) entrance on Defense Road as shown on Figure 2.

When complete, the data center will generate 1,424 daily trips, 171 AM peak hour trips (94 in and 77 out) and 57 PM peak hour trips (17 in and 40 out). For the purposes of this analysis, it was assumed that the development will be completed and occupied by 2034.

The study area consists of two (2) intersections, the signalized intersection of Squirrel Level Road and Defense Road and the intersection of Defense Road and the proposed Site Entrance. The existing intersection geometry can be found in Figure 3.

### **Background Information**

**Squirrel Level Road** is a two-lane, undivided major collector road with a posted speed limit of 35 mph. According to 2024 VDOT AADT data, the most recent available, Squirrel Level Road services 5,094 vehicles per day.

**Defense Road** is a two-lane, undivided minor arterial roadway with a posted speed limit of 35 mph. According to 2024 VDOT AADT data, the most recent available, Defense Road services 3,547 vehicles per day between Johnson Road and Squirrel Level Road and 2,437 vehicles per day between Squirrel Level Road and Boydton Plank Road.

### **Existing Analysis**

Peak hour turning movement counts were completed at the intersection of Squirrel Level Road and Defense Road on April 4, 2025. The AM peak hour was found to be 7:30 AM – 8:30 AM; the PM peak hour was found to be 4:30 PM – 5:30 PM. The 2025 existing volumes can be found in Figure 4.

Analysis for 2025 existing conditions was performed using Synchro version 11 and Simtraffic. The performance of the intersection under existing conditions is shown in Table 1 below.

As shown in Table 1, the overall intersection operates at LOS B during both peaks. All approaches operate at LOS B during both peaks with minimal queuing present. All queues fit within the existing provided storage.

**Table 1: 2025 Existing Analysis LOS and Queueing**

Intersection and Type of Control	Movement and Approach	Turn Lane Storage (ft)	AM PEAK HOUR				PM PEAK HOUR			
			Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)	Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)
1. Squirrel Level Road (N-S) Defense Road (E-W) Signalized	EB Left-Thru		14.6	B	59	74	15.1	B	82	100
	EB Right	140	13.5	B	0	32	13.4	B	0	56
	<i>EB Approach</i>		14.4	B	--	--	14.7	B	--	--
	WB Left-Thru		13.7	B	33	57	13.9	B	57	74
	WB Right	175	14.0	B	1	58	14.0	B	19	58
	<i>WB Approach</i>		13.9	B	--	--	14.0	B	--	--
	NB Left	225	12.4	B	20	81	14.3	B	18	41
	NB Thru-Right		16.0	B	133	155	18.9	B	157	169
	<i>NB Approach</i>		15.7	B	--	--	18.6	B	--	--
	SB Left	165	13.3	B	36	56	16.3	B	61	87
	SB Thru		16.5	B	118	143	19.2	B	128	144
	SB Right		12.8	B	0	3	15.3	B	0	4
	<i>SB Approach</i>		15.8	B	--	--	18.2	B	--	--
Overall			15.4	B	--	--	17.1	B	--	--

<sup>1</sup> Overall intersection LOS and delay reported for signalized intersections and roundabouts only.

**2034 Background Analysis**

The 2025 existing traffic volumes were grown by a 0.5% growth rate for nine (9) years to obtain the 2034 background traffic volumes shown in Figure 5. The performance of the intersection under 2034 background conditions can be found in Table 2 below.

**Table 2: 2034 Background Analysis LOS and Queueing**

As shown in Table 2, the intersection continues to operate similar to existing conditions at an overall LOS B with similar queueing and similar delay.

Intersection and Type of Control	Movement and Approach	Turn Lane Storage (ft)	AM PEAK HOUR				PM PEAK HOUR			
			Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)	Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)
1. Squirrel Level Road (N-S) Defense Road (E-W) Signalized	EB Left-Thru		14.8	B	61	74	15.9	B	86	101
	EB Right	140	13.6	B	0	33	13.6	B	0	44
	<i>EB Approach</i>		<i>14.6</i>	<i>B</i>	--	--	<i>15.4</i>	<i>B</i>	--	--
	WB Left-Thru		13.8	B	34	59	14.3	B	60	71
	WB Right	175	14.0	B	1	61	14.3	B	21	55
	<i>WB Approach</i>		<i>13.9</i>	<i>B</i>	--	--	<i>14.3</i>	<i>B</i>	--	--
	NB Left	225	12.7	B	21	79	15.2	B	20	38
	NB Thru-Right		16.3	B	137	164	20.1	C	166	173
	<i>NB Approach</i>		<i>16.0</i>	<i>B</i>	--	--	<i>19.8</i>	<i>B</i>	--	--
	SB Left	165	13.6	B	37	48	17.5	B	66	83
	SB Thru		16.8	B	121	119	20.6	C	136	138
	SB Right		13.1	B	0	3	16.4	B	0	11
	<i>SB Approach</i>		<i>16.7</i>	<i>B</i>	--	--	<i>19.5</i>	<i>B</i>	--	--
	Overall			15.6	B	--	--	18.1	B	--

<sup>1</sup> Overall intersection LOS and delay reported for signalized intersections and roundabouts only.

**Trip Generation**

The proposed development consists of a 1,989,940 sf data center which will be accessed via one (1) entrance on Defense Road as shown in Figure 2.

In March 2023, Bowman Consulting Group published a trip generation study of six (6) existing data centers in Virginia. The study analyzed the trips generated by each site over the course of a full year and averaged the trips to determine rates for the AM peak hour, PM peak hour, and average daily trips. The study was approved by VDOT Central Office and has become the standard for estimating data center trip generation.

The site generated trips shown in Table 3 below were calculated using the Bowman Study rates with square footage as the independent variable.

**Table 3: Trip Generation**

Proposed Use	Size	Units	AM PEAK HOUR			PM PEAK HOUR			ADT
			IN	OUT	TOTAL	IN	OUT	TOTAL	
Data Center Trip Generation									
Total Volumes	1,898,940	SF (GFA)	94	77	171	17	40	57	1,424
Total Trips			94	77	171	17	40	57	1,424

Note: (1) Trip generation based on AWS Data Center Trip Generation Assessment (Table 3 and Table 6) prepared by Bowman Consulting Group, March 2023.

As shown in Table 3, the proposed development will generate 1,424 daily trips, 171 AM peak hour trips (94 in and 77 out) and 57 PM peak hour trips (17 in and 40 out).

The site trips were distributed across the roadway network based on the nature of use, the existing traffic counts and local knowledge with the following distributions:

- 85% to/from the north on Squirrel Level Road;
- 5% to/from the south on Squirrel Level Road; and
- 10% to/from the west on Defense Road.

The site trip distributions can be found in Figure 6 and the distributed trips can be found in Figure 7.

**2034 Future Analysis**

The 2034 background volumes (Figure 5) were combined with the site trips (Figure 7) to develop the 2034 total future volumes shown in Figure 8.

The performance of the intersection of Squirrel Level Road and Defense Road and the Site Entrance and Defense Road can be found in Table 4 below.

As shown in Table 4 below, the intersection of Defense Road and Squirrel Level Road continues to operate at an overall LOS B during both peaks. All approaches continue to operate at LOS B or better with queueing of less than ten vehicles present.

At the unsignalized intersection of the Site Entrance and Defense Road, the Site Entrance operates at LOS B during both peaks with a maximum queueing of approximately 3 vehicles.

**Table 4: 2034 Total Future Analysis LOS and Queueing**

Intersection and Type of Control	Movement and Approach	Turn Lane Storage (ft)	AM PEAK HOUR				PM PEAK HOUR			
			Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)	Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)
1. Squirrel Level Road (N-S) Defense Road (E-W) Signalized	EB Left-Thru		15.2	B	69	90	15.7	B	88	90
	EB Right	140	14.4	B	0	48	13.7	B	0	41
	<i>EB Approach</i>		15.0	B	--	--	15.3	B	--	--
	WB Left-Thru		14.6	B	44	75	14.4	B	64	75
	WB Right	175	17.8	B	38	71	14.8	B	39	73
	<i>WB Approach</i>		16.9	B	--	--	14.7	B	--	--
	NB Left	225	12.2	B	22	69	15.1	B	20	43
	NB Thru-Right		15.8	B	146	162	19.9	B	167	173
	<i>NB Approach</i>		15.5	B	--	--	19.6	B	--	--
	SB Left	165	14.0	B	87	116	17.6	B	74	82
	SB Thru		15.4	B	125	132	20.4	C	137	125
SB Right		12.3	B	0	3	16.2	B	0	7	
<i>SB Approach</i>		14.8	B	--	--	19.3	B	--	--	
Overall			15.4	B	--	--	17.9	B	--	--
2. Defense Road (E-W) and Site Entrance (S) Unsignalized	EB Thru-Right		†	†	†	0	†	†	†	0
	<i>EB Approach</i>		†	†	--	--	†	†	--	--
	WB Left-Thru		0.0	A	0	0	0.0	A	0	0
	<i>WB Approach</i>		0.0	A	--	--	0.0	A	--	--
	NB Left-Right		10.2	B	10	63	10.8	B	5	52
<i>NB Approach</i>		10.2	B	--	--	10.8	B	--	--	

<sup>1</sup> Overall intersection LOS and delay reported for signalized intersections and roundabouts only.

† SYNCHRO does not provide level of service or delay for unsignalized movements with no conflicting volumes.

**Turn Lane Warrant Analysis**

A right turn lane warrant analysis was completed at the proposed site entrance on Defense Road using the appropriate nomograph from Appendix F of VDOT’s *Roadway Design Manual*. The nomograph can be found in Figure 9.

As a result of the turn lane warrant analysis, a 100’ right turn taper is warranted at the proposed entrance on Squirrel Level Road.

**Construction Traffic Evaluation**

A construction scenario was also completed to determine the impact of construction traffic on the study intersections. This traffic is temporary in nature and will only occur during the buildout of the site. Once construction is complete (assumed 2034), this traffic will cease and be replaced by the site traffic discussed above.

The construction traffic volumes were developed from construction traffic counts at a data center in Mecklenburg County, Virginia that was actively under construction at the time of the counts. The construction site trips are shown in Table 5 below and in Figure 10. The total 2034 construction volumes are shown in Figure 11.

**Table 5: Construction Site Trips**

				AM			PM		
				IN	OUT	TOTAL	IN	OUT	TOTAL
<b>Data Center Trip Generation</b>									
Data Center	3,894,000	SF (GFA)		471	21	492	16	252	268
<b>Total Trips</b>				<b>471</b>	<b>21</b>	<b>492</b>	<b>16</b>	<b>252</b>	<b>268</b>

Note: (1) Trip generation based on traffic counts from under construction data center in Mecklenburg County, Virginia, April 2023

The performance of the intersection of Squirrel Level Road and Defense Road and the Site Entrance and Defense Road under construction conditions are shown in Table 6 below. It is noted adjustments to the signal timings (splits/offsets) may be required during construction and the results below include those adjustments.

As shown in Table 6 below, under the construction scenario the intersection of Squirrel Level Road and Defense Road operates at an overall LOS C during the AM peak and LOS B during the PM peak. All approaches operate at LOS C or better during both peaks. Some queueing issues are present for the southbound left queue which fills the existing provided storage and extends into the through lane during the AM peak. At the unsignalized intersection of Defense Road and the Site Entrance, the northbound approach of the Site Entrance operates at LOS B during both peaks with a maximum queue of seven vehicles in the PM peak.

**Table 6: 2034 Construction Analysis LOS and Queueing**

Intersection and Type of Control	Movement and Approach	Turn Lane Storage (ft)	AM PEAK HOUR				PM PEAK HOUR			
			Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)	Delay <sup>1</sup> (sec/veh)	LOS <sup>1</sup>	95th Percentile Queue Length (ft)	Simulated Maximum Queue Length (ft)
1. Squirrel Level Road (N-S) Defense Road (E-W) Signalized	EB Left-Thru		34.5	C	124	135	14.5	B	88	106
	EB Right	140	20.0	B	0	53	13.8	B	0	63
	<i>EB Approach</i>		<i>32.9</i>	C	--	--	<i>14.4</i>	B	--	--
	WB Left-Thru		21.0	C	47	63	14.4	B	86	122
	WB Right	175	20.8	C	11	67	19.7	B	61	51
	<i>WB Approach</i>		<i>20.9</i>	C	--	--	<i>18.3</i>	B	--	--
	NB Left	225	21.9	C	28	91	15.3	B	19	51
	NB Thru-Right		29.1	C	209	225	20.1	C	168	171
	<i>NB Approach</i>		<i>28.6</i>	C	--	--	<i>19.8</i>	B	--	--
	SB Left	165	23.8	C	329	164	17.8	B	74	112
	SB Thru		17.2	B	125	283	20.6	C	137	154
	SB Right		15.1	B	0	8	16.4	B	0	8
	<i>SB Approach</i>		<i>21.8</i>	C	--	--	<i>19.5</i>	B	--	--
Overall			24.7	C	--	--	18.5	B	--	--
2. Defense Road (E-W) and Site Entrance (S) Unsignalized	EB Thru-Right		†	†	†	0	†	†	†	2
	<i>EB Approach</i>		<i>†</i>	†	--	--	<i>†</i>	<i>†</i>	--	--
	WB Left-Thru		0.0	A	0	0	0.0	A	0	0
	<i>WB Approach</i>		<i>0.0</i>	A	--	--	<i>0.0</i>	A	--	--
	NB Left-Right		11.3	B	5	36	14.1	B	50	125
<i>NB Approach</i>		<i>11.3</i>	B	--	--	<i>14.1</i>	B	--	--	

<sup>1</sup> Overall intersection LOS and delay reported for signalized intersections and roundabouts only.

† SYNCHRO does not provide level of service or delay for unsignalized movements with no conflicting volumes.

## **Conclusions**

The proposed data center located east of Halifax Road and south of Defense Road will be serviced by one (1) entrance on Defense Road. When complete, the development will generate 1,424 daily trips, 171 AM peak hour trips (94 in and 77 out) and 57 PM peak hour trips (17 in and 40 out).

Under 2025 existing and 2034 background conditions, the intersection of Squirrel Level Road and Defense Road operates at an overall LOS B during both peaks with minimal queueing present.

Under 2034 future conditions, the intersection of Squirrel Level Road and Defense Road continues to operate and at overall LOS B during both peaks with some extension of queues present. At the unsignalized intersection of Defense Road and the Site Entrance, the northbound approach of the Site Entrance operates at LOS B during both peaks with a maximum queue of approximately 3 vehicles.

A turn lane warrant analysis was completed at the proposed Site Entrance and indicates an eastbound right turn taper is warranted at the entrance.

Under 2034 construction conditions, the overall intersection of Squirrel Level Road and Defense Road operates at LOS C during the AM peak and LOS B during the PM peak with some extension of queueing present, namely the southbound left in the AM peak which extends beyond the existing provided storage. Signal timing adjustments may be required during the construction of the site.

At the unsignalized intersection of Defense Road and the Site Entrance, the northbound approach of the Site Entrance operates at LOS B during both peaks with a maximum queue of approximately ten vehicles in the PM peak.

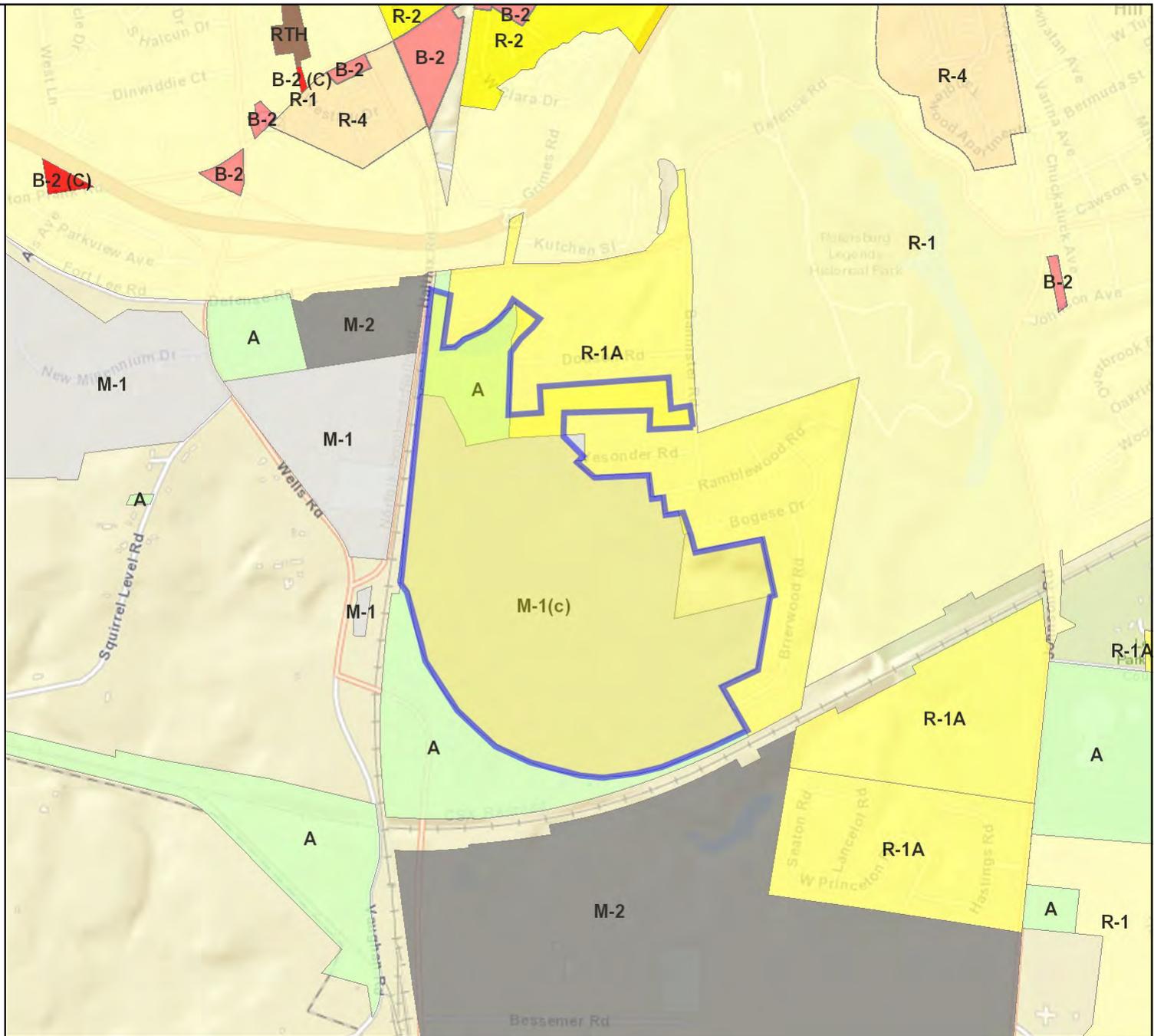
Overall, during construction and built out of the site, the proposed development will have minimal impact on the surrounding roadway network.

# Petersburg, Virginia

## Legend

### Zoning

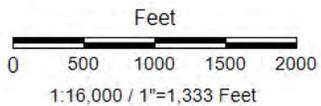
- A
- B-1
- B-2
- B-2 (C)
- B-3
- B-3 (C)
- ERC
- M-1
- M-1 (C)
- M-2
- MXD1
- MXD2
- MXD3
- PUD
- R-1
- R-1 (C)
- R-1A
- R-1A (C)
- R-2
- R-3
- R-4
- R-5
- R-5 (C)
- R-6
- RB
- RMH
- RTH
- RTH (C)



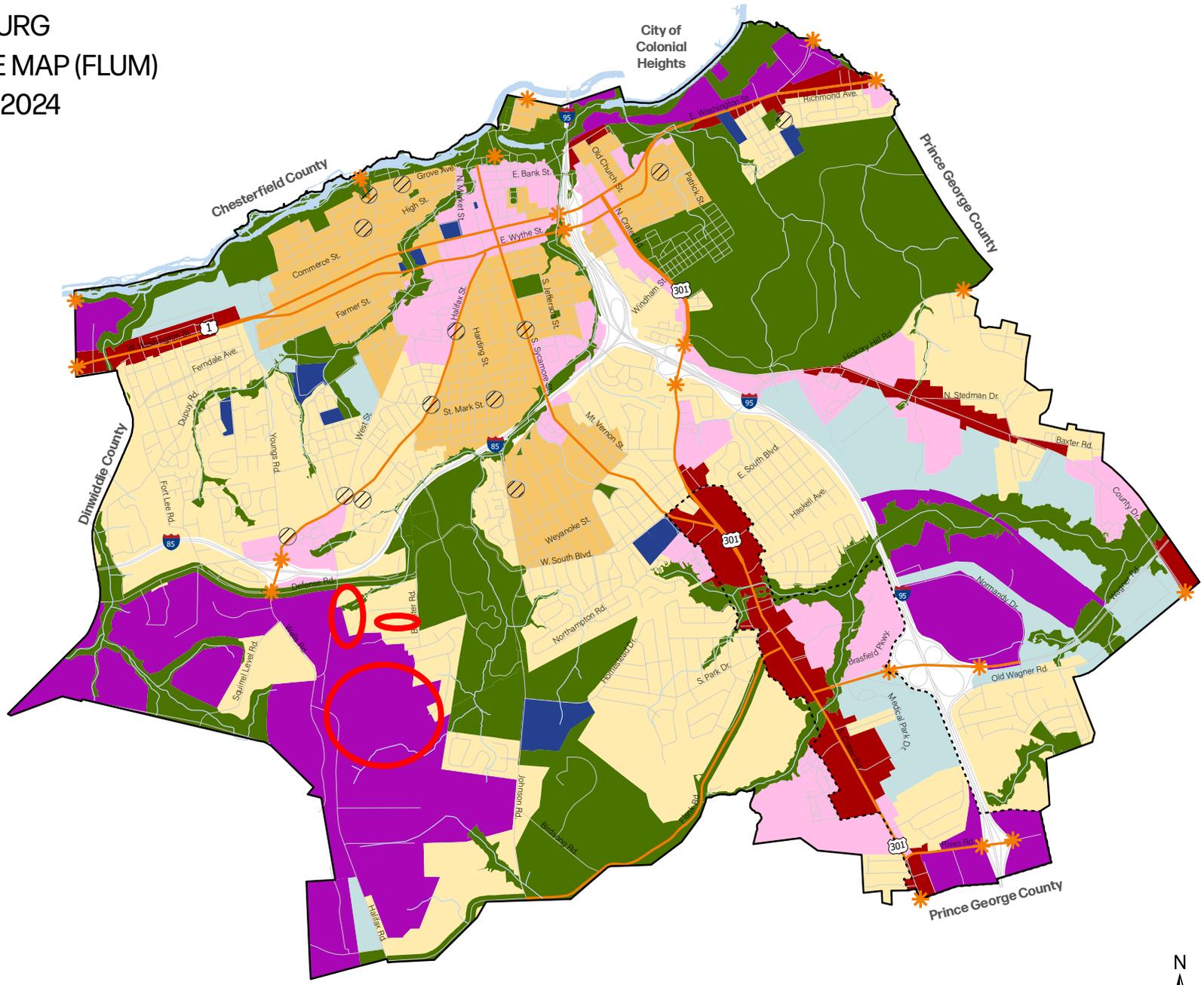
**Title: Zoning Map**

**Date: 11/18/2025**

*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



ADJOINING PROPERTY OWNERS			
Address	Owner	Mailing Address	City, State, ZIP
2066 Defense Rd	Abacus Construction LLC	101 W Front St Ste A	Monroe, MI 48161
1918 Dodson Rd	Adams Michael L Teresa M	1918 Dodson Rd	Petersburg, VA 23805
1862 Bogese Dr	Balthrop Willie L Doris C	1862 Bogese Dr	Petersburg, VA 23805
2832 Brierwood Rd	Bannister-Grant Norma J	2832 Brierwood Rd	Petersburg, VA 23805
1985 Vesonder Rd, 1996 Townes Rd, 1982 Townes Rd	Beck James D Gale L	1977 Vesonder Rd	Petersburg, VA 23803
2445 Halifax Rd, 2425 Halifax Rd	Bluewater Transport LLC	10713 Squirrel Level Rd	Dinwiddie, VA 23803
1842 Bogese Dr	Bradley Jerry M Et Ux	1842 Bogese Dr	Petersburg, VA 23805
2930 Brierwood Rd	Burgess Michele	2930 Brierwood Rd	Petersburg, VA 23805
1946 Townes Rd, 1668 Townes Rd	Carey Andrew T Gloria A	1969 Vesonder Rd	Petersburg, VA 23805
2233 Halifax Rd, 2000 Tyler Rd	City Of Petersburg	135 N. Union St	Petersburg, VA 23803
2032 Dodson Rd	Clarke John M	2032 Dodson Rd	Petersburg, VA 23805
2947 Brierwood Rd	Cornerstone Development Group LLC	6507 Whisperwood Dr	N Chesterfield, VA 23234
1948 Vesonder Rd	Craine Kyle J Craine Cassandra J	1948 Vesonder Rd	Petersburg, VA 23805
2626 Brierwood Rd	Creal Delinda	2626 Brierwood Rd	Petersburg, VA 23805
1918 Townes Rd	Crosspoint Development Corp	10132-C Hull St Rd	Midlothian, VA 23112
2701 Halifax Rd	Csx Transportation Inc. Csx-Tax Dept	500 Water St	Jacksonville, FL 32202
1812 Bogese Dr	Dial James L Jr Debra Lee	1812 Bogese Dr	Petersburg, VA 23805
1950 Dodson Rd	Edmonds Elwin Iii Jacqueline	1950 Dodson Rd	Petersburg, VA 23805
1941 Ramblewood Rd	Florentine Holding Co Vi LLC	2400 First St Ste 3003	Ft Myers, FL 33901
1934 Dodson Rd	Fuller Olando Wayne	294 Hutchinson Blvd	Mount Vernon, NY 10552
2734 Brierwood Rd	Global Economic Consortium Co	20 E Tabb St Ste 106	Petersburg, VA 23803
1938 Vesonder Rd	Good Neighbor Properties LLC	7001 Jahnke Rd	Richmond, VA 23225
1986 Vesonder Rd	Grant John A Linda E	1986 Vesonder Rd	Petersburg, VA 23805
1923 Vesonder Rd	Greely Heather	1923 Vesonder Rd	Petersburg, VA 23805
2110 Dodson Rd	Greer Jacqueline J	2110 Dodson Rd	Petersburg, VA 23805
2016 Dodson Rd	Hollemon Constance	18706 Telegraph Springs Rd	Purcellville, VA 20132
1910 Bogese Dr	In His Presence Apostolic Ministry Inc	2787C S Crater Rd	Petersburg, VA 23805
2333 Wells Rd	Inland Container Corporation C/O International Paper Co.	Po Box 2118	Memphis, TN 38101
1918 Bogese Dr	Johnson Taylor Jr Irene	1918 Bogese Dr	Petersburg, VA 23805
2942 Brierwood Rd	Jones Arnetta T	2942 Brierwood Rd	Petersburg, VA 23805
1852 Bogese Dr	Keaton James E Betty J	1852 Bogese Dr	Petersburg, VA 23805
2918 Brierwood Rd	Kelley Joan Shawntae	2918 Brierwood Rd	Petersburg, VA 23805
2810 Brierwood Rd	Long Tara	2810 Brierwood Rd	Petersburg, VA 23805
1982 Dodson Rd	Manns Theresa A	1982 Dodson Rd	Petersburg, VA 23805
1941 Vesonder Rd	Mccarthy Paul W Fumiko M	1941 Vesonder Rd	Petersburg, VA 23805
2720 Brierwood Rd	Mitchell-Keith Willia G	2720 Brierwood Rd	Petersburg, VA 23805
1913 Vesonder Rd	Moore Roy Jr	1913 Vesonder Rd	Petersburg, VA 23805
1926 Bogese Dr	Nester Debra L	403 Maycox St	Petersburg, VA 23805
2088 Defense Rd	Patton William A	2066 Defense Rd	Petersburg, VA 23805
2100 Defense Rd	Petersburg VA Holdings LLC	3480 Grand Ave	Pittsburgh, PA 15225
1962 Vesonder Rd	Polk Walter Jr Annie J	1962 Vesonder Rd	Petersburg, VA 23805
1932 Ramblewood Rd	Pulliam Kelvin W Valerie	1932 Ramblewood Rd	Petersburg, VA 23805
1974 Vesonder Rd	Reyes Guzman Edwin Rene Reyes Maria Anita	1974 Vesonder Rd	Petersburg, VA 23805
2936 Brierwood Rd	Ricks-Haskett Gwendolyn L	2936 Brierwood Rd	Petersburg, VA 23805
2820 Brierwood Rd	Robinson Natonya S Helen J Williams	2820 Brierwood Rd	Petersburg, VA 23805
2086 Defense Rd	Skinner Gary N Sr Johnnie	2086 Defense Rd	Petersburg, VA 23805
2115 Dodson Rd	Sports Performace Properties LLC	3200 Sailview Dr	Midlothian, VA 23112
1925 Bogese Dr	Squires Kelly J Et Als	23717 Sparrow Ct	N Dinwiddie, VA 23803
2708 Brierwood Rd	Thompson Rhonda T	2708 Brierwood Rd	Petersburg, VA 23803
1933 Vesonder Rd	Tucker Fabian S Bartina A	1933 Vesonder Rd	Petersburg, VA 23805
1919 Townes Rd	VA Equity Solutions LLC	10312 Doyle Blvd	Mckenny, VA 23872
2912 Brierwood Rd	Walton Hope N Walton Walton Roy Hugh Jr Kent Nina	Po Box 1193	Colonial Heights, VA 23834
2636 Brierwood Rd	Watson Ronnie D	2636 Brierwood Rd	Petersburg, VA 23805
2924 Brierwood Rd	Weaver Anthony A	2924 Brierwood Rd	Petersburg, VA 23805
1922 Ramblewood Rd	Whitehead Jordan B	1922 Ramblewood Rd	Petersburg, VA 23805
2426 Wells Rd	Wilkins Troy Melissa	2344 Wells Rd	Petersburg, VA 23805
1832 Bogese Dr, 1822 Bogese Dr	Williams Kenya	20900 Truth Dr	S Chesterfield, VA 23803
1966 Dodson Rd	Yancey Lawrence A Jr	1966 Dodson Rd	Petersburg, VA 23805

# Public Comment for Planning Commission Record

**Rezoning Case:** 2025-REZ-06

**Name:** Grant Northrop

**Address:** 2034 Bannister Rd, Petersburg, VA 23805

**Date:** January 8, 2026

**Meeting:** Planning Commission – Public Comment (Non-Agenda Items)

Good evening.

My name is **Grant Northrop**, and I live in the neighborhood directly adjacent to the parcels involved in **Rezoning Case 2025-REZ-06**, concerning **Defense Road, Townes Road, and Bogese Drive**.

I understand this item is not on tonight's agenda, but I want to ensure that my comments are entered into the public record **before this case returns for further consideration**.

## Key Concerns

### 1. Property Value Impacts

This rezoning would place **M-1 Light Industrial zoning within an established Community Residential area**, solely to support access and mitigation for an existing data center.

No independent **property value impact study** has been completed for the residential properties directly bordering these parcels. Residents are being asked to accept potential loss in property value without analysis or safeguards.

### 2. Flooding and Access Feasibility

The proposed primary access route relies on **Defense Road at the railroad underpass**, which floods frequently.

No environmental or engineering study has been presented demonstrating that this corridor can reliably support data center traffic or emergency access without increasing flooding or creating additional safety risks.

### 3. Enforcement of "Emergency-Only" Access

The applicant has stated that **Townes Road access will be limited to emergency use**, but there is currently **no clearly defined or enforceable mechanism** to prevent construction or operational traffic from using this road in the future once rezoning is approved.

## **Ordinance and Subdivision Consistency Addendum**

Recent updates to the City's Zoning and Subdivision Ordinances place increased emphasis on site suitability, stormwater management, enforceable access controls, and compatibility with surrounding residential areas. In this case, the requested rezoning would permanently convert Residential and Agricultural parcels to M-1 Light Industrial zoning **before** critical issues such as flooding, wetlands mitigation, access feasibility, and enforcement mechanisms are fully evaluated through site plan or subdivision review. Approving rezoning in advance of these analyses reverses the intent of the updated ordinance framework, which is designed to ensure environmental impacts, pedestrian safety, and neighborhood compatibility are addressed **prior to** committing land to more intensive industrial use. I respectfully request that ordinance consistency and cumulative impacts be explicitly considered before this case advances.

### **Closing**

I respectfully ask that when this case returns, the Planning Commission require **clear, enforceable conditions and independent studies** addressing these unresolved issues **before** considering a recommendation.

Thank you for allowing these comments to be entered into the public record.

My name is Scott Perkins and I live at 1918 Dodson Road.

- I want to first state that I want our city to prosper. I want to see it move forward and make decisions that will benefit and make life better for everyone who lives in Petersburg.
- I want to address the Data Center and Substations on Halifax road that were approved on April 3, 2025, and the subsequent Rezoning Request by the Warrenton Group on December 4, 2025.
  - I do not think the Data Center should have been approved. It is simply too close to the Ramblewood community.
  - We already hear a lot of noise from the steel plant, but at least it is not all the time.
  - The noise from the Data Center will be constant, 24/7 and 365 days a year.
- I am **very much** opposed to the Rezoning Request by the Warrenton group at the Dec. 4 meeting.
  - They seek to rezone large tracts of land in our community from Residential to light industrial
    - They want to create a main access point off of defense road, an emergency access point from townes, and service access from Brierwood road.
    - If rezoned and these roads are used for access to the data centers and sub stations, our community will never be the same
  - The Warrenton group knew the challenges of entering the property from Halifax when they sought approval for the data center at the April 3 meeting
  - They are now seeking the least expensive and easiest way to access the property
  - They have decided that coming through a residential community is the way they want to proceed.
- Since April 3, they have purchased large tracts of land in our community
- They ARE NOW seeking to rezone it from Residential to Light Industrial

- They say they are not planning to build structures on this land, but they do plan to build roads that will negatively effect our residential neighborhood.
- And what will stop them in the future from putting structures on this land?

The City of Petersburg has a Future Land Use Map that was referenced on page 74 of the December 4, Petersburg Planning Agenda Packet....

### **And I Quote:**

“The new parcels within the subject request are designated as Community Residential on the Future Land Use Map.

Community Residential areas are generally more suburban in character than the majority of the city, and uses encouraged in these areas are residential.

The Comprehensive Plan states that new construction in these areas should **fit or enhance the scale of the existing development pattern.**

### **Let me repeat,**

new construction in these areas should **fit or enhance the scale of the existing development pattern**

### **And then it is written:**

LIGHT INDUSTRIAL Zoning would not be appropriate for an area designated as Community Residential.....”

### **END Quote.**

I say that Nothing about rezoning this land to Light Industrial Fits or Enhances our current Community Residential Area, known as Ramblewood.

I would ask that you go by **your own guidelines** and not allow our Residential Community to be rezoned to Light Industrial.

If a data center is to be built, the Warrenton group needs to find a way to access it from Halifax Road and leave our community alone.

health issues with data center in Data c X [voice icon] [camera icon] [search icon] [flask icon] [grid icon] [S icon]

AI Mode All Images News Shopping Short videos Videos More Tools

Submitted by Cyndi Perkins of 1918 Dodson Rd -

These are results for health issues with data center in Data center alley in Loudoun County, VA

Search instead for health issues with data center in Data center alley in Loudoun County, VA

*who said no to in Loudoun County health issues*

AI Overview

Health issues near Loudoun County's "Data Center Alley" primarily stem from **persistent, low-frequency noise** causing sleep disruption, stress, anxiety, and reduced quality of life, alongside concerns over **air pollution (diesel fumes/particulates)** from backup generators and increased power demand, impacting respiratory/cardiovascular health, with residents reporting effects even miles away.

Key Health Concerns:

- **Noise Pollution:** Constant humming/whirring from cooling systems disrupts sleep, concentration, and mental well-being, leading to anxiety, stress, and general misery, even with windows closed.
- **Air Quality:** Backup diesel generators, used during grid strain, emit pollutants (NOx, particulate matter) that raise concerns about respiratory and cardiovascular problems, notes.
- **Electromagnetic Fields (EMFs):** Residents and schools near new high-voltage transmission lines express worry about potential health hazards from these lines, according to LoudounNow.

Reported Impacts:

- Residents describe an "eerie hum" affecting daily life, with some experiencing symptoms like headaches and poor concentration.
- Concerns exist about long-term impacts, including increased cancer risk and respiratory illnesses from generator emissions.

Mitigation & Response:

- Loudoun County is exploring stricter zoning and design standards to mandate better soundproofing for new facilities.

- Environmental groups advocate for stricter regulations and better planning to reduce impacts, like locating centers away from homes.
- Some data centers have retrofitted older facilities with sound dampening, but residents still push for better solutions. 

In essence, while data centers bring economic benefits, their density in Loudoun County has created significant environmental noise and air quality challenges impacting local residents' health and quality of life. 

Virginia's 'Data Center Alley' residents say an eerie hum is keeping ...

Nov 26, 2023 — As more data centers get built across the nation, public-health experts expect to see noise complaints from adjacent communities i...

 Business Insider 



Virginia's 'Data Center Alley' residents say an eerie hum is keeping ...

Nov 26, 2023 — While the data-center noise generally doesn't reach these levels, people could deal with sleep interference and annoyance over tim...

 Prince William County Governmen... 



Mitigating the Public Health Impacts of AI Data Centers

Nov 4, 2025 — AI data centers pose public health risks by releasing ambient air pollutants—"digital smog"—both directly and indirectly. Direct r...

 Harvard Business Review 



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Virginia Mercury

<https://virginiamercury.com> › 2025/12/16 › virginia-re...

Virginia regulators weigh expanded use of data centers ...

Dec 16, 2025 — This past summer, a fire at an electrical substation forced **data centers in Loudoun County** to rely on backup diesel generators as their power ... [Read more](#)



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These are results for increase in health concerns since data centers have come to Loudoun County, VA

Search instead for increase in health concerns since data centers have come to Loudoun County, VA

AI Overview

*Submitted by Cyndi Perkins of 1918 Dodson Rd. In response to Warrenton developer who said no*

Yes, residents and environmental groups in Loudoun County have raised **significant health concerns** related to the proliferation of data centers, specifically regarding **air quality, noise pollution, and water contamination**.

*↑ in health concerns in Loudoun County!*

### Key Health Concerns

- **Air Quality and Pollution:** Data centers rely on thousands of backup diesel generators that produce harmful pollutants like nitrogen oxides (NOx), particulate matter (PM2.5), carbon monoxide, and volatile organic compounds (e.g., benzene).
  - These emissions are linked to serious health issues, including cardiopulmonary disease, respiratory problems, asthma, and even death.
  - While data centers are not always running their generators, routine testing and potential use during grid strain expose nearby residents to these toxins. A legislative report noted that in a worst-case scenario, backup generators could release tons of NOx, equivalent to a significant portion of the region's annual emissions.
- **Noise Pollution:** The constant low-frequency hum and whirring from cooling fans and ventilation systems have been a major source of complaint.
  - Residents report that this persistent industrial noise, audible even indoors, disrupts sleep, causes stress and anxiety, and generally diminishes their quality of life.
- **Water Quality:** Concerns have been raised about the massive water consumption of data centers (Loudoun County data centers used 899 million gallons of potable water in 2023) and potential water contamination.
  - Some reports allege links between data centers and worsened nitrate contamination in local water supplies due to the concentration of pollutants during the cooling process.



Community groups like the [Loudoun Climate Project](#) have launched local air monitoring initiatives to gather more data and advocate for greater transparency and stricter regulations. Elected officials and residents have held town halls to vocalize their opposition and demand action from local and state governments.

### Virginia's 'Data Center Alley' residents say an eerie hum is ...

Nov 26, 2023 — As more data centers get built across the nation, public- health experts expect to see noise complaints from adjacent communities ...

Prince William County Government ...



### Health, Security, Environmental Impacts of Data Centers ...

Dec 4, 2025 — "And I actually have a few questions at the federal level about the national security implications of building so many data center...

LoudounNow.com



### Data Center Impacts in Virginia | Sierra Club

Data Center Impacts in Virginia. Data Centers are expanding across Virginia and they present serious impacts to our land and neigh...

Sierra Club

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AI responses may include mistakes. [Learn more](#)



LoudounNow.com

<https://www.loudounnow.com/news/health-security-...>

### Health, Security, Environmental Impacts of Data Centers ...

Dec 5, 2025 — Recent investigative reports, notably by Rolling Stone, **have** alleged a link between **data centers** in rare cancers and miscarriages among ... [Read more](#)

Missing: increase | Show results with: increase



VIRGINIA MERCURY

submitted by Cyndi Perkins 1918 Dodson Rd

## Virginia regulators weigh expanded use of data centers' polluting generators

The state's Department of Environmental Quality would expand permissible uses during emergencies to include "planned outages" by grid operators, presumably for power line upgrades.

BY: CHARLES PAULLIN - DECEMBER 16, 2025 5:22 AM



The construction of a data center in Loudoun County, Virginia. (Photo by Charles Paullin/Inside Climate News)

This past summer, a fire at an electrical substation forced data centers in Loudoun County to rely on backup diesel generators as their power source.

Grid failures like this happen often, but this time, shoppers in a nearby Walmart parking lot heard the noisy generators start up and reported smelling diesel fumes.

"People were like, 'What is going on?'" said Julie Bolthouse, the director of land use for the Piedmont Environmental Council, an environmental nonprofit fighting data center sprawl. "This sounds like planes landing constantly for over 24 hours."

Loudoun County Supervisor Mike Turner, who represents the Ashburn region known as "Data Center Alley" because it is home to the world's largest concentration of the facilities, said email complaints flooded his inbox during the incident.

"Frankly, they're filthy," Turner said of the diesel generators that had to run for four or five days. "As soon as they start running their backup generators, we start getting complaints."

Now, new guidance from the state's Department of Environmental Quality (DEQ) may expand the circumstances under which data centers could use their backup diesel generators next year, raising concerns among residents and environmentalists about air and noise pollution.

"Any increase in how often they're running is going to cause corresponding localized air pollution," said Tyler Demetriou, an associate attorney with the Southern Environmental Law Center.

The DEQ guidance surfaced in a Sept. 30 [memo](#) from Mike Dowd, director of the Air and Renewable Energy Division, to Director Michael Rolband. It expands the definition of an emergency, allowing for the use of the diesel generators, known as Tier II generators.

Currently, Virginia's regulations allow Tier II generators to operate only in emergencies, generally defined as "sudden and reasonably unforeseeable" events, including power outages or natural disasters. Cleaner-burning generators, known as Tier IV generators, can run outside of emergencies, but their emission-control technology is more costly.

The new guidance would add a "planned outage" scheduled by a utility to the list of emergencies when dirtier, cheaper Tier II generators could run. DEQ uses a scenario in which notice of an outage is provided within 14 days or less.

"In light of this analysis, DEQ considers that an electric outage may sometimes be a 'sudden and reasonably unforeseeable' event, even if the electricity service provider has 'scheduled' or 'planned' the outage and given notice to a source in advance," Dowd wrote in his memo to Rolband.

Dominion Energy, Virginia's largest utility, did not respond to requests for comment on the DEQ guidance.

But the Data Center Coalition, an industry group representing data center developers and many of the world's wealthiest big-tech corporations, supports the new definition, given data centers' need for guaranteed, continuous power.

Despite its support, the coalition deferred questions about the guidance to DEQ, which told Inside Climate News that interested parties had requested the guidance.

"DEQ is unable to speculate on the timing or duration of potential future outages," a DEQ spokesperson said. "However, each data center will need to comply with their permitted emission limits."

There are about 9,000 generators in Virginia, with about 4,700 in Loudoun County. Of the total, around 8,000 are Tier II, Bolthouse said. A recent report from Virginia's legislative research arm noted that data center operators want to use backup generators for days-long outages. "But in practice, the generators are rarely run for prolonged periods," the report said. "Most [data center] operators reported experiencing zero to two minor outages per site in the last two years, with nearly all outages being between one and five hours long."

Currently, Tier II generators have limits on how many hours they can run and the amount of pollutants they can emit. From a local health perspective, diesel generators produce [many harmful pollutants](#), including those that contribute to ground-level ozone formation and particulate matter.

Among those substances: air pollutants such as particulate matter (PM<sub>2.5</sub>), nitrogen oxides, carbon monoxide, sulfur dioxide and ozone precursors; toxic air contaminants, such as black carbon, polycyclic aromatic hydrocarbons, benzene, formaldehyde and aldehydes, and the greenhouse gases carbon dioxide (CO<sub>2</sub>) and methane.

[These pollutants have been associated](#) with cardiopulmonary death, hospitalizations for cardiovascular and respiratory disease and emergency room visits for asthma, among other health effects.

The Virginia legislative research report determined that, in a worst-case scenario, data centers' backup generators could release 9,000 tons of nitrogen oxides in the region. "That is equal to about half of what has typically been emitted annually in Northern Virginia by all sources," the report said.

One factor driving the desire for greater flexibility in diesel generator use in Virginia is the state's need for upgrades to grid transmission lines, over 100 of which are planned to deliver more power to energy-guzzling data centers. These upgrades involve cutting existing lines before adding new ones, which often necessitates temporary outages for grid users.

Waiting for transmission upgrades prompted an earlier attempt by DEQ in 2023 to grant a broader variance from emission controls for diesel generators. Patrick Fanning, Virginia staff attorney with the Chesapeake Bay Foundation, sees this guidance memo as another attempt.

"I think the whole concept is that you plan ahead for the outage, not treat it as an emergency," said Fanning. "I don't see it as beneficial to the public or Dominion (Energy), more so as beneficial to the data centers themselves, so that they can ensure no power interruption, which seems to be sort of like their golden standard—never having a power disruption."

Questions about exactly when diesel generators could be used, and pollution concerns, point to flaws in DEQ's efforts to "shoehorn these planned outages into its existing definition of an emergency, where they don't really fit," SELC's Demetriou said. "If it wants to expand that

definition to cover this sort of thing, it has the regulatory power to do that, but it needs to go through the full notice and comment rulemaking process to amend the regulation.”

The Northern Virginia area just east of Loudoun remains under an ozone “non-attainment” designation for failing to meet air quality standards due to heavy car use in the region. DEQ’s Dowd and local government officials recently celebrated findings showing attainment has been achieved, but a formal plan to maintain attainment needs to be devised by the agency and approved by the EPA before the designation is lifted.

The increased use of diesel generators may have an impact, particularly on hot days when air quality worsens, said Jeff King, director of climate, energy, and air programs with the Metropolitan Washington Council of Governments. But it’s not clear if it would affect attainment measures, he said.

“Without having all the emissions data, and all the understanding of how much are we really talking about, it’s hard to know for sure,” said King.

But recent reports indicate that ratepayer savings could be realized by avoiding grid investments if data centers use less grid energy, which worries Bolthouse, of the Piedmont Environmental Council. Bolthouse is concerned that onsite generator use will happen more often. Data center developers are now often trying to “bring their own power capacity” to be plugged into the grid faster, without disruption or delay.

At the same time, the U.S. Department of Energy under President Donald Trump wants to eliminate emissions controls to enable faster data centers connectivity. The Trump administration’s Speed to Power Initiative, a related effort, includes 17.6 gigawatts of planned data center capacity across five Virginia counties.

“Of course, the Trump administration is trying to dismantle the Clean Air Act,” Bolthouse said, raising the possibility that Trump might in the future favor diesel generator use more broadly, beyond emergencies.

Battery storage systems are available to help power data centers during grid outages, the Sierra Club pointed out in comments submitted to DEQ. But Bolthouse noted those systems take up land space. Turner, the Loudoun County supervisor, noted that traditional battery systems provide power for only four hours before they need to be recharged.

“I am not that surprised,” Turner said of DEQ’s guidance memo. “All these forces are operating right now simultaneously. We have a constrained grid in Loudoun County. It makes perfect sense for DEQ to widen the aperture of what constitutes an emergency, to allow the data centers to use the backup generators ... I don’t know if I agree with it.”

All this has led environmental groups to request a 30-day extension to comment on the guidance. Under Virginia rules, DEQ must grant it, which would mean the change would still be under review when governor-elect Abigail Spanberger, a moderate Democrat, takes office in January.

Where she will come down on diesel generators isn't clear. For now, a Spanberger spokesperson declined to comment.

*This article originally appeared on [Inside Climate News](#), a nonprofit, non-partisan news organization that covers climate, energy and the environment. Sign up for their newsletter [here](#).*

*Hand-Submitted*  
packet 1 of 2 1/14/2026 @ 10:35 AM

## **Protest Petition Against Rezoning Application 2025-REZ-06**

This petition was Presented December 4, 2025 regarding "Consideration of a resolution recommending approval of a request by Alexander Graham, Jr., on behalf of the Warrenton Group, to rezone property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel Ida 070080002, 06907070001, 077010801, from the A Agricultural and R-1A Single Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with proffers and to amend the existing proffers for property at 2233 Halifax Road, Parcel ID 076030800, in the m-1 Light Industrial Zoning District.

**We are opposed to approving this rezoning Application and ask that you DO NOT approve this rezoning application.**

**Approval of this Rezoning Application will negatively impact on our community.**

- This is a quiet, residential community with much natural beauty. Rezoning sections in the middle of our neighborhood from Residential to Light Industrial will forever change our peaceful and quiet residential community.
- On page 85 of the minutes from the December 4, 2025 planning commission meeting it is written:
  - Newly acquired parcels (as stated in resolution above) are designated as Community Residential:
    - Uses encouraged are residential, new development should fit or enhance scale of existing pattern
    - M-1 Zoning not typically appropriate for Community Residential area
- I submit that rezoning sections in the middle of our community from Residential to Light Industrial does not "fit or enhance" the scale of existing pattern.
- M-1 Zoning is not typically appropriate for Community Residential, and it is still not appropriate in this case.
- Defense road at the railroad underpass frequently floods. The proposed main entrance to the Data center will be unavailable quite often due to this flooding.
- The proposed access road off of Defense will run right along our community. It will run beside several homes. These homes are residential, single-family homes. This new road will change the neighborhood forever.
- Banister Road and other roads in our community are not built to withstand the increased traffic. The increase in traffic is a particular concern. The roads are narrow with no shoulders.

- The increase in traffic is a safety hazard. Many residents in our community walk our streets regularly. They walk their dogs, exercise and just enjoy walking in the neighborhood. More traffic will make walking on these streets hazardous.
- Concerning the proposed “emergency access road” developed as Townes:
  - There are no guarantees this road will not eventually be used for more than emergencies.
  - It will be very hard to monitor its use.
  - There will be increased traffic on Banister Road during construction of Townes and then there will most likely be much more traffic than “emergency” traffic
- The use of the land acquired at the end of Bogese is not addressed very well. There is no mention of where this property will be accessed. Our fear is there will be more traffic down Bannister.
- Property values will be lowered if sections of our community are allowed to be Rezoned from Residential to Light Industrial.
- The current rezoning application states that no structures will be built on these properties and they will be left in vegetative state.
  - We have no confidence that at some point in the future, there will be more applications to develop these properties.

**We are respectfully asking you Not to Approve this Rezoning Application.**

NAME	ADDRESS	PHONE NUMBER
Sandra K. Rush	1961 Dodson Rd 23805	804-307-3795
Randolph A. Rush	1961 Dodson Rd 23805	804-731-5965
Greg Kitaly	1983 Dodson Rd 23805	804-995-6767
Mercedes Colon	1983 Dodson Rd 23805	646-684-5332
Jacqueline J. Allen	2110 Dodson Rd 23805	804-733-3807
John Williams	2110 Dodson Rd 23805	804-733-3807
Theresa Mann	1982 Dodson Rd	804-721-7751
James V. [unclear]	1944 Dodson Rd 23805	804-300-2561
Alice Wilson	1919 Dodson Road 23805	804-869-8776
Gray Wilcox	2108 Bannister Rd	804-704-4937
Chynah M. [unclear]	2052 Bannister Rd.	910-916-4309
Donna B. [unclear]	2052 Bannister Rd.	804-896-5438
Melvin E. West II	2052 Bannister Rd.	703-408-5444
Nykecia J. [unclear]	4250 Creech Way Chester	972-878-3289
Frederick [unclear]	1933 Vesonder Rd 23805	804-943-9391



PETITION CONTINUED - PAGE  
3

NAME	ADDRESS	PHONE NUMBER
CASSANDRA MATTO	1948 Vesonder Rd	910 233-3411
Walter Paik	1962 Vesonder Rd	804-931-4880
Linda Grant	1986 Vesonder Rd	84-733-6706
Jayla Grant	1986 Vesonder Rd	804-733-6706
JOHN A. GRANT	1986 Vesonder Rd	" " "
Jordan Whitehead	1922 Ramblewood Rd	804 243 6722
Azaka Thompson	1922 Ramblewood Rd "	" "
Natalie J Whitehead	1922 Ramblewood Rd	" "
Joshua Martin	1929 Ramblewood Rd	765-491-3658
Scott Perkins	1918 Dodson Rd	575-973-5518
Cyndi Perkins	1918 Dodson Rd	575-973-5518
Valerie Pulliam	1932 Ramblewood Rd	804-726-4567
Ruth Mickens	1966 Dodson Rd. 23805	804-289-0993
Orlando Mickens	1966 Dodson Rd. 23805	" " "
Maria P. Harris	1849 Ramblewood Rd 23805	804-318-0094
Celest Wynn Rensik	4006 Twisted Oak Ln	804 592-0262
MARY S HOWARD	6085 Park Drive 23805	804-943-9227
W. E. MURPHY	1638 E. TUCKAHOE ST 23805	804 721 7515
Kathleen Murphy	1638 E. Tuckahoe St.	(804) 721 7985
Grant Northrop	2034 Pamister Rd	787 676 2198
Roy Johnston	1842 Bogese Drive	804-919-0363
Stacy Johnston	" " "	804-914-3222
Jerry Gary Bask	" " "	804-894-1342
Sharon Bask	" " "	804-908-9816
Bobbie Johnston	" " "	804-926-5739
Barbara Marris Green	4 Botany Bay Cir Petersburg	804 943 2626
Nathan Howard	10119 Townes Rd 23805	804 920 6826
Jordan Howard	1919 Townes Rd 23805	804-295-8097

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## **Protest Petition Against Rezoning Application 2025-REZ-06**

This petition was Presented December 4, 2025 regarding "Consideration of a resolution recommending approval of a request by Alexander Graham, Jr., on behalf of the Warrenton Group, to rezone property at 2088 Defense Road, 1918 Townes Road, and 1926 Bogese Drive, Parcel Ida 070080002, 06907070001, 077010801, from the A Agricultural and R-1A Single Family Residence Zoning Districts to the M-1 Light Industrial Zoning District with proffers and to amend the existing proffers for property at 2233 Halifax Road, Parcel ID 076030800, in he m-1 Light Industrial Zoning District.

**We are opposed to approving this rezoning Application and ask that you DO NOT approve this rezoning application.**

**Approval of this Rezoning Application will negatively impact on our community.**

- This is a quiet, residential community with much natural beauty. Rezoning sections in the middle of our neighborhood from Residential to Light Industrial will forever change our peaceful and quiet residential community.
- On page 85 of the minutes from the December 4, 2025 planning commission meeting it is written:
  - Newly acquired parcels (as stated in resolution above) are designated as Community Residential:
    - Uses encouraged are residential, new development should fit or enhance scale of existing pattern
    - M-1 Zoning not typically appropriate for Community Residential area
- I submit that rezoning sections in the middle of our community from Residential to Light Industrial does not "fit or enhance" the scale of existing pattern.
- M-1 Zoning is not typically appropriate for Community Residential, and it is still not appropriate in this case.
- Defense road at the railroad underpass frequently floods. The proposed main entrance to the Data center will be unavailable quite often due to this flooding.
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- Property values will be lowered if sections of our community are allowed to be Rezoned from Residential to Light Industrial.
- The current rezoning application states that no structures will be built on these properties and they will be left in vegetative state.
  - We have no confidence that at some point in the future, there will be more applications to develop these properties.

**We are respectfully asking you Not to Approve this Rezoning Application.**

NAME	ADDRESS	PHONE NUMBER
<del>Maxine Wilson</del>	<del>1910 Bogese DR</del>	
Maxine Wilson	1910 Bogese DR	804-721-7828
Joyce Vinson	1608 Kings Rd	804-655-8759
Hilda Dailey	2555 Bogese Dr.	804 720-3540
Kenya Williams	1822 Bogese DR.	804/7201542
Roger Clarke	2032 Dodson Rd	—
Januk Milligan Artis	1827 Bogese Drive	804-727-4107
DAVID ARTIS	1827 Bogese Drive	804-943-2130
Andrew T. Carey	1969 Vesonder Rd.	804-861-0074
Charles Williams	1822 Bogese Drive	804-704-2740



## Additional Community Feedback (w/responses)

1. This is the wrong use for this site
  - The City's vision for this site has always been for commercial development, and the site was originally acquired from Norfolk Southern for this purpose. Development as a data center (rather than other uses) provides significant benefit to the City in the form of high paying jobs and taxes that can be used to reinvest in services that will directly benefits residents
2. The site should remain undeveloped so wildlife so birds and deer can stay
  - The City has not communicated wildlife protection as a primary factor in its land use policy to date. Given the significant positive impacts to the residents of Petersburg that can come from development of this site, it may be prudent for the City to prefer benefit to its residents over birds and deer.
3. There could be historic artifacts on the site
  - The development is subject to the USACE and NEPA processes that require extensive study and exploration of the historic significance of the site and testing for the existence of artifacts on the property.
  - These are Federal regulations that cannot be sidestepped, and construction will not be allowed to start until a USACE approval is obtained.
4. There should be a bigger buffer
  - The City's zoning regulations require a 100-foot buffer for this project when adjacent to residential uses.
  - The project has committed to a 25% increase over the required buffer (125-feet) which is a voluntary proffer made to ensure added mitigation of community concerns (light, noise, site-lines, etc.).
5. You can't access the site as shown on the plans
  - All plans shown to date are created by Timmons, one of the most prolific and well-respected civil engineering firms in the region. The team is confident in our ability to build what is proposed.
6. You won't be able to use Defense Road as you expect (overpass/bridge concerns)
  - The team has no concerns about the use of Defense Road as a primary access point for permanent and construction traffic. If certain trucks or equipment are too large for the underpass, they will utilize a different rout to the Defense Road entrance which will not impact the neighborhoods.
7. You can't cross the railroad tracks as shown on the plans

- The team is in direct conversations with Norfolk Southern about this project and they have expressed strong support for the project as currently designed (including access point on Halifax Rd.).
8. General concerns about environmental impact
    - Our project is subject to all local, state, and federal environmental regulations. The team will comply with all of them.
  9. There is a lot of flooding in the area already and your project will make it worse
    - The project is subject to all local, state, and federal environmental regulations and will comply with all of them.
  10. Some neighbors weren't aware any of this was happening
    - The team has participated in numerous public meetings and hearings over the past year, each of which was properly advertised and announced, and intends to continue to this public engagement going forward.
  11. Will there be a high-speed rail line coming to this site that will impact your plans?
    - The team has no evidence of any high-speed rail planned for this site based on our research and direct conversations with Norfolk Southern to date, has no reason to believe that will change.
  12. What is the need for Brierwood access to the substation? Will it be used only in an emergency and primarily for Dominion?
    - Yes. The Brierwood access is intended primarily for Dominion Energy to reach the electrical substation. It would be used rarely and mainly for emergency response, maintenance, or utility-related work, not for regular data center traffic.
  13. Will there be a locked gate on Townes Road?
    - Yes. Access points into the data center campus will be controlled with locked gates. Only authorized personnel and emergency responders will be allowed through.
  14. How do you plan to handle access from Defense Road?
    - Defense Road access would be for construction and operations and controlled. Regular operational traffic would be routed to minimize neighborhood impact.
  15. Will there be a physical gatehouse with operational or physical controls?
    - Yes. The site will include physical security measures such as controlled gates, access controls, cameras, and a staffed or monitored gatehouse (depending on final security design).
  16. Air emissions and noise from the generators

- Backup generators will comply with all state and federal air-quality regulations and emissions limits. Testing is limited in frequency and duration.
- Noise mitigation measures (acoustic enclosures, barriers, and distance) will be used to reduce impact to surrounding properties.

#### 17. Low-frequency hums

- Equipment will be designed, oriented, and buffered to meet local noise ordinances, including use of sound attenuation, enclosures, and setbacks to minimize any audible hum at nearby homes.

#### 18. Water supply and the amount of water used per day

- The facility will use a controlled and permitted water supply. Water use depends on final cooling design, but the intent is to minimize consumption and avoid stress on local water resources.
- Current water use is minimal prior to operation. Once operational, water usage will be monitored, reported as required, and kept within permitted limits.
- Hyperscale users are aware of this issue and actively work to partner with local jurisdictions to address concerns and minimize impacts. An example of this can be seen in a recent (1/13/26) announcement from Microsoft that included their commitment to “replenish more water than its data centers consume, saying it would start publishing water-use information for each data center region in the U.S., along with its progress on replenishment”
  - [Microsoft rolls out initiative to limit data-center power costs, water use impact | Reuters](#)

#### 19. How do you deal with e-waste?

- All electronic waste is handled by certified recyclers following state and federal regulations. Equipment is reused or recycled whenever possible, and hazardous materials are disposed of properly.

#### 20. Why are you using Townes Road and not another access road?

- Townes Road provides the safest and most practical access based on existing infrastructure, traffic patterns, and emergency response needs while minimizing impacts to surrounding residential streets.

#### 21. How is the equipment going to be cooled? Liquid vs. air cooling?

- Cooling may involve a combination of high-efficiency air cooling and limited liquid cooling, depending on final design. The goal is to maximize energy efficiency and minimize water use.

#### 22. What are the envisioned emergencies that create the need for emergency access?

- Potential emergencies include power outages, severe weather events, utility failures, or safety incidents requiring utility or first-responder access.

23. Will there be traffic lights at Bannister Road?

- Any required traffic improvements, including signals (if warranted), will be determined by the City and/or VDOT to ensure safe operations.

24. Native American artifacts

- Cultural and archaeological assessments are conducted as required by state and federal regulations. If artifacts are discovered, work stops and appropriate authorities are notified to ensure preservation.

25. How will neighbors a few hundred feet from the project be affected?

- Buffering, setbacks, landscaping, and noise mitigation are planned to reduce visual and sound impacts on nearby residents, including properties close to the site.

26. What is TWG's expertise in data centers?

- The Warrenton group has nearly 30 years of development experience. Our team has over 90 years of experience developing many different property types. We always employ the best professionals and consultants and in this case our partners at Timmons (civil engineer) and Gensler (architect) have designed a significant number of data centers of the size planned and larger.

27. Health issues associated with data centers

- Data centers do not emit radiation or pollutants beyond regulated limits. When properly designed and operated, they pose no known unique health risks to nearby residents. This project is committed to complying with all local, state, and federal laws and regulations.

28. How did we acquire the land?

- The land was acquired through a legal, voluntary transaction from the previous owner, following all applicable zoning and land-use regulations.

29. What will this development do to property values?

- Data centers do not inherently reduce property values. As with any high quality new development that is thoughtfully planned and executed, this project may very well increase property values as well as the local tax base, benefiting community services.

30. How many jobs are going to be available at the data center?

- Construction will create a significant number of temporary jobs. Once operational, the data center will employ a smaller number of permanent, well-paying technical, security, and facilities roles.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 3, 2026

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

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

**FROM:** Brian Moore

**RE:** **First Read and Schedule a Public Hearing for Consideration of an Ordinance Authorizing the City Manager to Execute the Purchase Agreement Between the City of Petersburg and LDJ Petersburg LLC (Ansal McCal) for the Development of a Sub-Parcel (5.36 Acres) of 3501 Halifax Road, Located in Petersburg, VA, Tax Map No.: 092010001**

**PURPOSE:**

**REASON:**

**RECOMMENDATION:** To Authorize the City Manager to Execute the Purchase Agreement Between the City of Petersburg and LDJ Petersburg LLC (ANSA McAL) for the development of a sub-parcel (5.36 acres) of 3501 Halifax Road, located in Petersburg, VA, Tax Map No.: 092010001.

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 2/17/2026

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Purchase Agreement with markup
2. Ordinance - Ansa McCAL

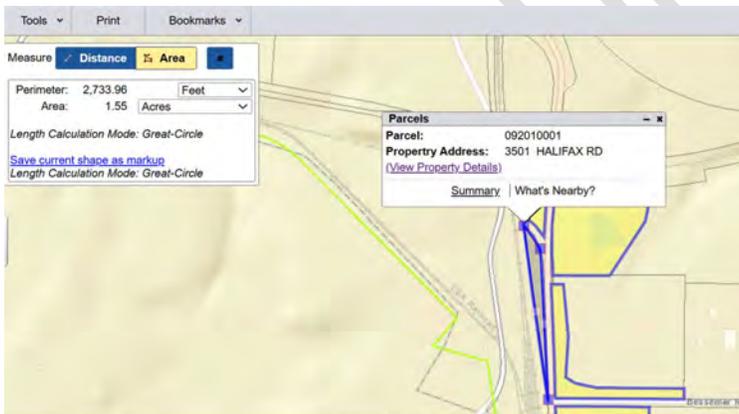
REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$ 188,600, 94.131 acres  
 Consideration: \$ 26,800, 5.36 acres

Tax Map No.: 092010001 (sub-parcels identified below)

Parcel: 092010001

Summary	Improvements	Ownership History	Assessments	Property Tax	Images
<b>Owner Name:</b> CITY OF PETERSBURG <b>Owner Mailing Address:</b> 130 N. Union St. Petersburg, VA 23802  <b>Property Use:</b> 490 Industrial Vacant <b>State Class:</b> 7 General Local <b>Zoning:</b> M-2  <b>VA Senate District:</b> 16 <b>VA House District:</b> 63 <b>Congressional District:</b> 4 <b>City Ward:</b> 1 <b>Feeling Place:</b> Stuart School <b>Primary Service Area:</b> W-5 <b>Census Tract:</b> 8111	<b>Property Address:</b> 3501 HALIFAX RD Petersburg VA <b>Legal Acreage:</b> 94.131 <b>Legal Description:</b> PT FRANCES ABB 94.131 ACRES. <b>Subdivision:</b> Petersburg Industrial Park <b>Assessment Neighborhood Name:</b> <b>Local Historic District:</b> <b>National Historic District:</b> <b>Enterprise Zone:</b> <b>Opportunity Zone:</b>	<b>School:</b> Elementary School: Pleasant Lane Middle School: Vernon Johns Middle School High School: Petersburg High School	<ul style="list-style-type: none"> <li>To confirm utility information please contact Public Utilities at 804-733-2353</li> <li>To confirm zoning, historic districts, national use permits and approved property uses please contact Planning and Community Development at 804-733-2308.</li> <li>To confirm Enterprise and Opportunity zones please contact Economic Development at 804-618-2292.</li> </ul>		



1600244574.2

insert date

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, LDJ Petersburg LLCANSA McALMcAL, 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:

3501 Halifax Road, being a portion of Tax Map No.: 092010001092010001, as further described and shown on Exhibit A attached hereto and made a part hereof (the "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is twenty-six thousand, eight-hundred dollars (\$26,800) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, Two-thousand, six-hundred eighty dollars (\$2,680) (the "Deposit") within fifteen (15) business days of the Effective Date of the Agreement, to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement. The Deposit and any interest accrued thereon, shall be applicable to the Purchase Price at Closing.
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 "Closing Date"). The Purchaser may close on the Property prior to completion of the Due DiligentDiligence Period with reasonable advancefifteen (15) days prior written notice to the Seller.
  - a. At Closing, the Seller shall convey to Purchaser, by Quitclaim Deed Without Warranty, (the "Deed"), 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.

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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.~~

~~b. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. Seller and Purchaser shall execute any affidavits or other documents required by the title insurance company as a prerequisite of issuing an owner's title insurance policy without standard exceptions, written evidence of the consent and approval of the partners or members, if the Seller is an entity, a closing statement and such additional documents as might be reasonably requested by Purchaser or the title company to consummate the sale of the Property.~~

~~c. At Closing, the Property shall be free and clear of any claims or rights of possession of any party other than Purchaser or as indicated on the Title Commitment.~~

5. **Due Diligence Period:** 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; ~~for a period not to exceed one hundred twenty (120) calendar days after the Effective Date, as may be extended as set forth in Section 6 below (the "Due Diligence Period").~~ 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. ~~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. Notwithstanding the foregoing, Seller shall be obligated to take all necessary action to remove all monetary encumbrances revealed by Purchaser's title search on the Property on or before the Closing Date. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier, including but not limited to executing a commercially reasonable form of Owner's Affidavit.~~

~~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.~~

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a.—**Subdivision.** At or before the ~~extinguishing~~ expiration of the Due Diligence Period, the Purchaser shall ~~is~~ be responsible for ~~surveying the sub-parcels and obtaining an ALTA Survey of the Property, and submitting all applications required to legally subdivide the Property as may be necessary to convey such Property as a separately conveyable parcel to Purchaser at Closing, including~~ complying with all requirements of Appendix A of the Petersburg Zoning Ordinance with respect to the subdivision of land, including but not limited to dividing the sub-parcels from the main parcel subject to the division of the property via approval and recordation of a minor subdivision plat in accordance with Appendix A. – Subdivisions of the City Code: ~~(the “Subdivision”).~~ The plat shall be submitted for review to the office of Planning & Community Development and, upon approval, recorded at the office of the Circuit Court Clerk.<sup>22</sup>

b.a. ~~The Purchase 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 Purchase Agreement.~~

b. The ~~purchaser~~ Purchaser shall be required to maintain and pay for any rail repairs required for operations on the rail or spur on the ~~sub-parcels~~ Property.

6.

6. ~~Upon satisfaction of all subdivision requirements, the Purchaser will be required to ensure that it~~he submits any necessary documentation to the City to ensure that new parcel numbers and street addresses are assigned to the subdivided parcels.

~~6.~~ In the event Purchaser has not completed the Subdivision on or before the expiration of the Due Diligence Period, Purchaser shall have the right, by providing written notice to Seller on or before the expiration of the Due Diligence Period, to extend the Due Diligence Period by an additional ninety (90) days in order for Purchaser to complete the Subdivision.

#### **7. Closing Costs.**

All closing costs shall be paid as follows: Purchaser shall pay Purchaser’s attorney fees, title examination and abstracts, title insurance premiums, property tax certificates, recording of the Quitclaim Deed, escrow fees, and any fees for surveys, property inspections, and appraisals that are ordered by Purchaser, applicable Grantor’s tax and the costs associated with the preparation of the deed and other documents required hereunder. The Purchase Price shall be adjusted by all taxes, assessments, utility charges, and other customary items that are normally prorated at Closing. If the Property is not assessed as a separate tax parcel, the existing assessment will be further prorated based on the allocation of acres contained in the Property and the acres contained in the tax parcel. Purchaser will pay the real estate commission for its broker. Seller will pay the real estate commission for its broker. Purchaser and Seller each agree to indemnify, defend and hold each other harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys’ fees and expenses and costs of litigation) that either may suffer or incur because of any claim by any broker, agent or finder engaged by Purchaser or Seller, for any compensation with regard to this Agreement or this transaction. This paragraph shall survive Closing or any termination of this Agreement.

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#### **7.8 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 Purchaser shall have the right to terminate this Agreement upon~~ written notice ~~by Purchaser delivered to the Seller prior to the expiration of the Due Diligence Period, in which case,~~ nine percent (9%) of the Purchase Price shall be returned to the Purchaser ~~by Escrow Agent~~ and one percent (1%) of the Purchase Price shall be ~~delivered by Escrow Agent to Seller, which shall be~~ disbursed ~~to Seller~~ from the Deposit held by Escrow Agent, and ~~thethereafter Seller and~~ Purchaser ~~waives any shall have no further rights, duties or remedies it may have at law or in equity obligations hereunder.~~

~~b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the sale of the sub-parcels, 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 the parties are unable to agree on the terms of the Purchase 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.~~

**8.9. 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.

h. To Seller's knowledge the Property is not in violation of any federal, state or local law, ordinance or regulation or to the environmental conditions on or under the Property including but not limited to soil and groundwater conditions. During the time in which Seller owned the Property, neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on or under the Property or transported to or from the Property or the Servitude Area any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves (collectively, "Hazardous Materials"). To Seller's knowledge, there is no proceeding or inquiry by any governmental authority with respect to the presence of such Hazardous Materials on the Property or the migration thereof from or to other property. For the purpose of this Agreement, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "hazardous waste" under Virginia law and in the regulations adopted and publications promulgated pursuant to said laws. To Seller's knowledge there is not on or under the Property any underground storage tanks of any size or for any purpose. Seller has never received written notice or other written communication concerning any alleged violation of any governmental requirement relating to the Property or concerning alleged liability (including claims, suits or investigations) associated with the presence of suspected presence of any toxic or Hazardous Material on the Property.

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i. As of the Closing, there will be no leases, easements, encumbrances or other contracts or agreements affecting the Property except as disclosed to Purchaser by the Seller and approved in writing by Purchaser. To Seller's knowledge, Seller is not in violation of any covenants, conditions or restrictions set forth in any document of record or otherwise disclosed to Purchaser by Seller.

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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.

**9-10. 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 each of which~~ 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~~ obligations hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

**10-11. 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.

**11-12. 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. **Notwithstanding the foregoing, Purchaser shall only be responsible for any exacerbating of documented environmental conditions which exist on the Property and the Servitude Area as of the date hereof. "Documented environmental conditions" is defined as those conditions made known to Purchaser by Seller in writing. This indemnity shall survive any termination of this Agreement for a period of one year.** 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.

**12-13. 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

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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.

**13-14. 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.

**14-15. 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.

**16. Default by Seller.** In the event Seller shall fail to consummate this Agreement for any reason, Purchaser shall be entitled, at its sole discretion, to either (i) specifically enforce the terms and conditions of this Agreement, including, but not limited to, requiring the Seller to convey and deliver the Property in accordance with the terms and conditions of this Agreement, together with payment of damages caused by such delay, or (ii) obtain the return of the Deposit, together with recovery of Purchaser's reasonable out-of-pocket diligence and inspection costs. In the event Purchaser engages an attorney to enforce its rights under this Section 16, Purchaser shall be entitled to recover from Seller its reasonable attorney's fees resulting from Seller's breach of this Agreement. Purchaser's damages in the event of Seller's default shall not exceed return of the Deposit and, if applicable, Purchaser's actual out of pocket diligence costs and reasonable attorney fees.

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**17. Default by Purchaser.** In the event Purchaser shall fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by Purchaser as provided for herein, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and to receive the Deposit as liquidated damages for the breach of the Agreement, it being

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understood and agreed between Seller and Purchaser that the calculation of the actual damages to Seller, in the event of such breach, is impractical or impossible to ascertain and the amount of the Deposit is a reasonable estimate of liquidated damages. In the event Seller engages an attorney to enforce its rights under this Section 17, Seller shall be entitled to recover from Purchaser its reasonable attorney fees resulting from Purchaser's breach of this Agreement. Seller's damages in the event of Purchaser's default shall not exceed the Deposit amount and, if applicable, Seller's reasonable attorney fees.

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15.18. 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

PURCAHSERPURCHASER:

ANSA McAL LimitedLDJ Petersburg LLC  
Robert Richard, Chief Financial Officer  
9<sup>th</sup>-11<sup>th</sup> Floors, TATIL Building  
11 Maraval Road  
Port of Spain, Trinidad  
West Indies

COPY TO:

K & L Gates LLP  
Olivia Byrne, Esq.  
1601 K Street NW, Suite 1  
Washington, DC 20006

Commented [1]: Once we confirm the Purchaser, we will provide the contact details.

(202) 778-9000

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~~ one (1) day 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.

**16-19. 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.

**17-20. 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.

**18-21. 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.

**19-22. 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.

**20-23. 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.

**21-24. 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.

**22-25. 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.

**23-26. 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.

24-27. **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.

25-28. **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.

26. **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.

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29. **Title Protection:** Intentionally Omitted.

**Commented [2]:** As-is covered above. Property being conveyed via quitclaim deed, which is without warranty.

27-30. **Purchase Agreement:** A Purchase agreement shall be executed prior to the transfer of the deed for the property. Intentionally Omitted.

**Commented [3]:** PSA required to be executed prior to deed... Not necessary

28. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if purchase requirements are not met by the Developer within the time period specified in the Purchase Agreement upon Notice of Breach to the Purchaser 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.

restore

31. **Reversion Provision:** Intentionally Omitted.

29-32. **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.

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**30.33.** 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: \_\_\_\_\_

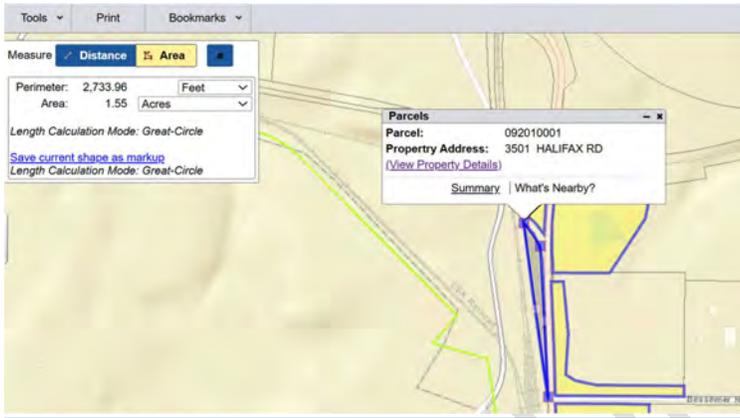
Approved as to form:

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

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

Title: City Attorney

EXHIBIT A



## **ORDINANCE**

This is an Ordinance Authorizing the City Manager to execute a Purchase Agreement toward the sale of a City-owned property to LDJ Petersburg LLC (Ansal McCal) for the Development of a Sub-Parcel (5.36 Acres) of 3501 Halifax Road, Located in Petersburg, VA, Tax Map No.: 092010001.

WHEREAS, the City of Petersburg has received a proposal to sell city owned property from LDJ Petersburg LLC (Ansal McCal) for the Development of a Sub-Parcel (5.36 Acres) of 3501 Halifax Road, Located in Petersburg, VA, Tax Map No.: 092010001.; 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 LDJ Petersburg LLC (Ansal McCal) for the Development of a Sub-Parcel (5.36 Acres) of 3501 Halifax Road, Located in Petersburg, VA, Tax Map No.: 092010001.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$ 188,600, 94.131 acres  
 Consideration: \$ 26,800, 5.36 acres

Tax Map No.: 092010001 (sub-parcels identified below)

Parcel: 092010001

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> 480 Industrial/Vacant <b>State Class:</b> 7 Exempt Local <b>Zoning:</b> M-2  <b>VA Senate District:</b> 16 <b>VA House District:</b> 63 <b>Congressional District:</b> 4 <b>City Ward:</b> 7 <b> polling Place:</b> Stuart School <b>Primary Service Area:</b> W/S <b>Densus Tract:</b> 8111	<b>Property Address:</b> 3501 HALIFAX RD Petersburg VA <b>Legal Acreage:</b> 94.131 <b>Legal Description:</b> PT PARCELS ASB 94.131 ACRES <b>Subdivision:</b> Petersburg Industrial Park <b>Assessment Neighborhood Name:</b> Industrial <b>Local Historic District:</b> No Data <b>National Historic District:</b> No Data <b>Enterprise Zone:</b> No Data <b>Opportunity Zone:</b> No Data	<b>School:</b> <b>Elementary School:</b> Pleasant Lane <b>Middle School:</b> Vernon Johns Middle School <b>High School:</b> Petersburg High School	<ul style="list-style-type: none"> <li>To confirm utility information please contact Public Utilities at 804-733-2253.</li> <li>To confirm zoning, historic districts, special use permits and approved property uses please contact Planning and Community Development at 804-733-2309.</li> <li>To confirm Enterprise and Opportunity Zones please contact Economic Development at 804-616-2392.</li> </ul>		

1600244574.2

This Real Estate Purchase Agreement (the "Agreement") is dated [REDACTED], 2025 [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, LDJ Petersburg LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

**Commented [A1]:** PSA to be dated upon agreement of all terms.

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as:

3501 Halifax Road, being a portion of Tax Map No.: 092010001, as further described and shown on Exhibit A attached hereto and made a part hereof (the "Property").

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is twenty-six thousand, eight-hundred dollars (\$26,800) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, Two-thousand, six-hundred eighty dollars (\$2,680) (the "Deposit") within fifteen (15) business days of the Effective Date of the Agreement, to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement. The Deposit and any interest accrued thereon, shall be applicable to the Purchase Price at Closing.
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 "Closing Date"). The Purchaser may close on the Property prior to completion of the Due Diligence Period with fifteen (15) days prior written notice to the Seller.
  - a. At Closing, the Seller shall convey to Purchaser, by Quitclaim Deed Without Warranty (the "Deed"), 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.
  - b. Seller and Purchaser shall execute any affidavits or other documents required by the title insurance company as a prerequisite of issuing an owner's title insurance policy without standard exceptions, written evidence of the consent and approval of the partners or members, if the Seller is an entity, a closing statement and such additional

documents as might be reasonably requested by Purchaser or the title company to consummate the sale of the Property.

c. At Closing, the Property shall be free and clear of any claims or rights of possession of any party other than Purchaser or as indicated on the Title Commitment.

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5. **Due Diligence Period:** 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 for a period not to exceed one hundred twenty (120) calendar days after the Effective Date, as may be extended as set forth in Section 6 below (the "Due Diligence Period"). 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. 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, including but not limited to executing a commercially reasonable form of Owner's Affidavit.

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. **Subdivision.** At or before the expiration of the Due Diligence Period, the Purchaser shall be responsible for obtaining an ALTA Survey of the Property, and submitting all applications required to legally subdivide the Property as may be necessary to convey such Property as a separately conveyable parcel to Purchaser at Closing, including complying with all requirements of Appendix A of the Petersburg Zoning Ordinance with respect to the subdivision of land, including but not limited to dividing the sub-parcels from the main parcel subject to the division of the property via approval and recordation of a minor subdivision plat in accordance with Appendix A. – Subdivisions of the City Code (the "Subdivision"). The plat shall be submitted for review to the office of Planning & Community Development and, upon approval, recorded at the office of the Circuit Court Clerk
- b. The Purchaser shall be required to maintain and pay for any rail repairs required for operations on the rail or spur on the Property.

6. Upon satisfaction of all subdivision requirements, the Purchaser will be required to ensure that it submits any necessary documentation to the City to ensure that new parcel numbers and street addresses are assigned to the subdivided parcels.

In the event Purchaser has not completed the Subdivision on or before the expiration of the Due Diligence Period, Purchaser shall have the right, by providing written notice to Seller on or before the expiration of the Due Diligence Period, to extend the Due Diligence Period by an additional ninety (90) days in order for Purchaser to complete the Subdivision.

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

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, Purchaser shall have the right to terminate this Agreement upon written notice to the Seller prior to the expiration of the Due Diligence Period, in which case, nine percent (9%) of the Purchase Price shall be returned to the Purchaser by Escrow Agent and one percent (1%) of the Purchase Price shall be delivered by Escrow Agent to Seller, which shall be disbursed from the Deposit held by Escrow Agent, and thereafter Seller and Purchaser shall have no further rights, duties or obligations hereunder.

8. **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.
- h. To Seller's knowledge, Seller is not in violation of any covenants, conditions or restrictions set forth in any document of record or otherwise disclosed to Purchaser by Seller.

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.

**9. 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, each of which 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 obligations hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

**10. 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.

**11. 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.

12. **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.
13. **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.
14. **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.
15. **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

PURCHASER:

LDJ Petersburg LLC

Robert Richard, Chief Financial Officer  
9<sup>th</sup>-11<sup>th</sup> Floors, TATIL Building  
11 Maraval Road  
Port of Spain, Trinidad  
West Indies

COPY TO:

K & L Gates LLP  
Olivia Byrne, Esq.  
1601 K Street NW, Suite 1  
Washington, DC 20006  
(202) 778-9000

**Commented [2]:** Once we confirm the Purchaser, we will provide the contact details.

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, one (1) day 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.

16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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~~17.
24. **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.
25. **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.
26. **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.

27. **Purchase Agreement:** A Purchase agreement shall be executed prior to the transfer of the deed for the property.

28. **Reversion Provision:** Intentionally Omitted.

29. **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

**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: \_\_\_\_\_

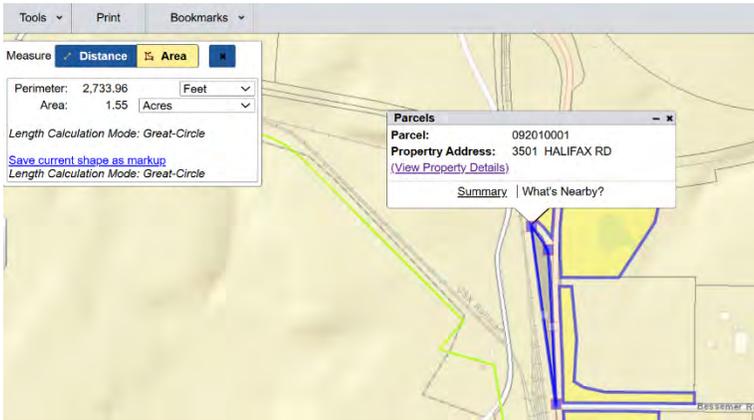
Approved as to form:

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

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

Title: City Attorney

EXHIBIT A





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

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

**FROM:** March Altman, Jr.

**RE:** **Public Hearing on Consideration of an Ordinance Adopting the FY27 Real Property Tax Rate - Requesting Motion to Continue the Public Hearing to March 17, 2026, to Allow Compliance with the Statutory 30 Day Advertisement Requirement**

**PURPOSE:** Motion to Continue the Public Hearing on Consideration of an Ordinance adopting the FY27 Real Property Tax Rate to March 17, 2026.

**REASON:** Consideration of the tax rates to support the Fiscal Year 2026-2027 Operating and Capital Improvement Budgets

**RECOMMENDATION:** Motion to Continue the Public Hearing for the Consideration of an Ordinance Adopting the FY27 Real Property Tax Rate to March 17, 2026.

**BACKGROUND:** The adoption of the ordinance establishing the annual tax levy on various classes of real estate and personal property is required of the City Council each year. The ordinance establishes the real property tax rate at \$1.27/\$100 of assessed value. The attached tax rate ordinance proposed no changes to the current tax rate structure established with the adoption of the FY 2026-2027 Operating Budget.

Maintaining the real estate tax rate of \$1.27/\$100 of assessed value represents a proposed increase in real property tax resulting from the increase in the total assessed value of the real property exceeding last year's total assessed value of real property by 15.2 percent, resulting in a lowered tax rate of \$1.09/\$100 to offset the increase in assessed value. Based on the proposed real property tax rate and changes in other revenues, the total budget will exceed last year's by 5.37 percent.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 3/17/2026

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. FY 27 Budget - Notice of Real Property Tax Increase
2. Ordinance - FY27 Tax Rate

# **CITY OF PETERSBURG**

## **NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE**

The City Council of the City of Petersburg will hold a public hearing on Tuesday, February 17, 2026, at 5:00 PM in the Multi-Purpose Room, Petersburg Public Library, 201 W. Washington Street, Petersburg, Virginia to receive public comments regarding the proposed FY 2026-2027 Real Property Tax Rate.

The City of Petersburg proposes to increase real property tax levies.

1. **Assessment Increase:** Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 15.2 percent.
2. **Lowered Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$1.09 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. **Effective Rate Increase:** The City of Petersburg proposes to adopt a tax rate of \$1.27 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.18 per \$100, or 16.51 percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. **Proposed Total Budget Increase:** Based on the proposed real property tax rate and changes in other revenues, the total budget of the City of Petersburg will exceed last year's by 5.37 percent.

A public hearing on the increase will be held on February 17, 2026, at 5:00 PM in the Multi-Purpose Room, Petersburg Public Library, 201 W. Washington Street, Petersburg, Virginia.

**AN ORDINANCE TO IMPLEMENT THE ANNUAL AMENDMENT TO THE TAX RATE**

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**WHEREAS**, the City of Petersburg Code has a codified section that depicts a real property tax for all tracts of land, lots and improvements thereon; and

**WHEREAS**, this aforementioned tax is referenced in Section 106.1 of the Petersburg City Code; and

**WHEREAS**, the City of Petersburg City Council revisits this section of the Petersburg City Code in correlation with reviewing budget options for the impending fiscal year and amends the aforementioned tax rate to accomplish Council's priorities in the City of Petersburg next fiscal year's budget.

**NOW THEREFORE BE IT ORDAINED** that City Council does hereby adopt this ordinance and implement no change to the real estate tax rate of \$1.27 per \$100 of assessed value.

# Finance Monthly Update

February 17, 2026



**DEPARTMENT OF FINANCE**

# AGENDA

Budget to Actuals



# BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 1.31.2026: 58% of YR Completed	Remaining Budget Balance	% of Budget Expended
CITY COUNCIL	362,216	108,275	253,941	29.89%
CITY CLERK	418,563	228,611	189,952	54.62%
CITY MANAGER	1,193,189	683,607	512,582	57.15%
CITY ATTORNEY	511,900	212,303	299,597	41.47%
HUMAN RESOURCES	1,233,781	682,422	548,359	55.45%
COMMISSIONER OF REVENUE	494,408	291,317	203,091	58.92%
ASSESSOR	683,469	446,296	237,173	65.30%
CITY TREASURER	489,328	388,567	100,761	79.41%
FINANCE	1,152,659	656,742	495,916	56.98%
CUSTOMER CARE & COLLECTIONS	916,230	458,987	457,244	50.10%
INFORMATION TECHNOLOGY	1,331,238	735,166	596,072	55.22%
PROCUREMENT	356,476	137,551	218,925	38.59%
REGISTRAR	657,371	395,084	262,287	60.10%
CIRCUIT CT. JUDGES & ADMIN	96,667	57,804	38,863	59.80%
GENERAL DISTRICT COURT	79,400	7,063	72,337	8.90%
MAGISTRATES	3,000	-32	3,032	-1.06%
JUVENILE & DOMESTIC RELATIONS	8,750	941	7,809	10.75%



# BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 1.31.2026: 58% of YR Completed	Remaining Budget Balance	% of Budget Expended
CLERK of the CIRCUIT COURT	1,093,879	662,076	431,803	60.53%
SHERIFF	2,293,156	1,486,136	807,020	64.81%
COMMONWEALTH ATTORNEY	1,810,537	1,125,289	685,248	62.15%
VICTIM WITNESS - CITY	26,286	3,307	22,979	12.58%
POLICE DEPARTMENT	12,999,236	7,358,584	5,640,652	56.61%
911 EMERGENCY COMMUNICATIONS	2,010,963	926,647	1,084,316	46.08%
FIRE DEPARTMENT	9,983,823	6,520,994	3,462,829	65.32%
REGIONAL JAIL SERVICE	3,546,522	1,979,588	1,566,934	55.82%
11th DISTRICT COURT	114,827	71,993	42,834	62.70%
VJCCA SUB-TOTAL	253,830	117,698	136,132	46.37%
CODE ENFORCEMENT	1,362,061	846,654	515,407	62.16%
ANIMAL CONTROL	334,714	146,556	188,158	43.79%
ENGINEERING	1,390,264	322,102	1,068,162	23.17%
REFUSE COLLECTION	2,394,000	1,336,992	1,057,008	55.85%
GROUNDS	1,358,068	627,842	730,226	46.23%
FACILITIES MANAGEMENT	3,427,767	2,289,515	1,138,252	66.79%
CPO CENTER/VCRC	106,416	63,004	43,412	59.21%



# BUDGET TO ACTUALS

GF Department	FY26 BUDGET	Expended Thru 1.31.2026: 58% of YR Completed	Remaining Budget Balance	% of Budget Expended
SOCIAL SERVICES	11,589,663	6,502,782	5,086,881	56.11%
CHILDREN'S SERVICES ACT	4,477,855	3,333,482	1,144,373	74.44%
TRANSFER TO SCHOOLS	12,977,018	7,569,927	5,407,091	58.33%
RECREATION & LEISURE SERVICES	1,034,464	828,833	205,632	80.12%
CEMETERIES	82,013	26,875	55,138	32.77%
TURF MANAGEMENT	646,689	1,524,844	-878,155	235.79%
GOV'T RELATIONS	1,433,456	568,832	864,624	39.68%
PUBLIC LIBRARY	1,551,034	852,868	698,165	54.99%
PLANNING	1,033,601	505,922	527,679	48.95%
ECONOMIC DEVELOPMENT	564,423	327,495	236,928	58.02%
NON-DEPARTMENTAL	14,853,788	4,485,129	10,368,659	30.20%
DEBT SERVICE	7,295,881	3,833,171	3,462,710	52.54%
TRANSFER TO OTHER FUNDS	3,169,286	3,169,286	0	100.00%
<b>TOTALS</b>	<b>115,322,949</b>	<b>64,905,127</b>	<b>50,417,822</b>	<b>56.28%</b>



# BUDGET TO ACTUALS

Fund/Department	FY26 BUDGET	Expended Thru 1.31.2026: 58% of YR Completed	Remaining Budget Balance	% of Budget Expended
<b>STREETS</b>				
Streets Operations Sub-Total	10,641,039	5,727,138	4,913,901	53.82%
<b>PUBLIC UTILITIES</b>				
Wastewater Sub-Total	7,822,614	5,013,106	2,846,528	63.78%
Water Sub-Total	8,052,005	4,868,479	3,146,506	60.74%
<b>TOTAL PUBLIC UTILITIES FUND</b>	<b>15,874,619</b>	<b>9,881,585</b>	<b>5,993,034</b>	<b>62.25%</b>
<b>STORMWATER</b>				
Stormwater Services Sub-Total	1,410,564	689,193	721,371	48.86%
<b>DOGWOOD</b>				
Dogwood Golf Sub-Total	1,515,186	1,201,722	313,464	79.31%
<b>MASS TRANSIT</b>				
Paratransit Sub-Total	301,016	210,396	90,620	69.90%
State/Projects Sub-Total	824,888	336,303	488,585	40.77%
Administration Sub-Total	4,486,581	2,336,894	2,149,687	52.09%
Maintenance Sub-Total	907,397	688,309	219,088	75.86%
<b>TOTAL MASS TRANSIT FUND</b>	<b>6,519,882</b>	<b>3,571,903</b>	<b>2,947,979</b>	<b>54.78%</b>





# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** February 17, 2026

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

**THROUGH:**

**FROM:** Anthony Williams

**RE:** **Resolution of Intent to Implement Categorical Funding of Petersburg City Public Schools**

**PURPOSE:** To memorialize the intent of Council to utilize Categorical Funding for Petersburg City Public Schools for the currently pending budget as well as all future budget appropriations.

**REASON:** The protection and education of Petersburg’s youth is of paramount importance to City Council. However, the Code of Virginia vests the authority and responsibility for the management and oversight of public schools in the hands of the School Board (whose members are independently elected here in Petersburg).

Section 22.1-89 of the Code of Virginia grants the School Board the specific authority to manage and control funds made available to public schools. Council has in recent years permitted lump sum appropriations to Petersburg City Public Schools (meaning that Council appropriates a specific sum that the schools are free to allocate at their discretion), Section 22.1-94 of the Code of Virginia authorizes Council to make appropriations (hereinafter “Categorical Funding”), specifying amounts apportioned to each major classification prescribed by the Board of Education pursuant to §22.1-115 of the Code of Virginia.

Section 22.1-89 of the Code of Virginia requires that when such categorical funding has been imposed, the school board may only expend its appropriated funds in accordance with such classifications unless formal consent is granted otherwise by City Council.

The Major classifications for expenditures of school funds are detailed in Section 22.1-115 of the Code of Virginia as (i) instruction, (ii) administration, attendance and health, (iii) pupil transportation, (iv) operation and maintenance, (v) school food services and other noninstructional operations, (vi) facilities, (vii) debt and fund transfers, (viii) technology, and (ix) contingency reserves.

Council has expressed an interest in considering budgeting using categorical funding for Petersburg’s public schools commencing with the currently pending and all future annual budget appropriations.

This Resolution would formalize Council’s intentions and serve to provide Notice to Petersburg Public Schools of such intentions in order that they may prepare their annual budget request accordingly.

**RECOMMENDATION:** Adopt the Resolution.

**BACKGROUND:** The protection and education of Petersburg’s youth is of paramount importance to City Council. However, the Code of Virginia vests the authority and responsibility for the management and oversight of public schools in the hands of the School Board (whose members are independently elected here in Petersburg).

Section 22.1-89 of the Code of Virginia grants the School Board the specific authority to manage and control funds made available to public schools. Council has in recent years permitted lump sum appropriations to Petersburg City Public Schools (meaning that Council appropriates a specific sum that the schools are free to allocate at their discretion), Section 22.1-94 of the Code of Virginia authorizes Council to make appropriations (hereinafter “Categorical Funding”), specifying amounts apportioned to each major classification prescribed by the Board of Education pursuant to §22.1-115 of the Code of Virginia.

Section 22.1-89 of the Code of Virginia requires that when such categorical funding has been imposed, the school board may only expend its appropriated funds in accordance with such classifications unless formal consent is granted otherwise by City Council.

The Major classifications for expenditures of school funds are detailed in Section 22.1-115 of the Code of Virginia as (i) instruction, (ii) administration, attendance and health, (iii) pupil transportation, (iv) operation and maintenance, (v) school food services and other noninstructional operations, (vi) facilities, (vii) debt and fund transfers, (viii) technology, and (ix) contingency reserves.

Council has expressed an interest in considering budgeting using categorical funding for Petersburg’s public schools commencing with the currently pending and all future annual budget appropriations.

This Resolution would formalize Council’s intentions and serve to provide Notice to Petersburg Public Schools of such intentions in order that they may prepare their annual budget request accordingly.

**COST TO CITY:** \$0

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** UNK

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:** Will require currently pending and future budget appropriations Ordinances to fund in accordance with the Major Classifications as described in 22.1-115 of the Code of Virginia.

**ATTACHMENTS:**

1. RESOLUTION OF INTENT TO IMPLEMENT CATEGORICAL FUNDING OF

**RESOLUTION OF INTENT TO IMPLEMENT CATEGORICAL FUNDING OF PETERSBURG CITY PUBLIC SCHOOLS**

WHEREAS, the education of Petersburg’s youth is of paramount importance to Petersburg City Council, and

WHEREAS, the Code of Virginia vests the authority and responsibility for the management and oversight of public schools in the hands of the School Board; and

WHEREAS, Section 22.1-89 of the Code of Virginia grants the School Board the specific authority to manage and control funds made available to the public schools; and

WHEREAS, Council has, in recent years, permitted lump sum appropriations to the Petersburg City Public Schools, and

WHEREAS, Section 22.1-94 of the Code of Virginia authorizes City Council to make appropriations (hereinafter “Categorical Funding”), specifying amounts apportioned to each major classification prescribed by the Board of Education pursuant to §22.1-115 of the Code of Virginia; and

WHEREAS, Section 22.1-89 of the Code of Virginia requires that when such categorical funding has been imposed, the school board may only expend its appropriated funds in accordance with such classifications unless formal consent is granted otherwise by City Council; and

WHEREAS, in accordance with §22.1-115 of the Code of Virginia, the State Board shall prescribe the following major classifications for expenditures of school funds: (i) instruction, (ii) administration, attendance and health, (iii) pupil transportation, (iv) operation and maintenance, (v) school food services and other noninstructional operations, (vi) facilities, (vii) debt and fund transfers, (viii) technology, and (ix) contingency reserves.

NOW therefore be it RESOLVED that City Council does hereby provide Notice of its intent to implement Categorical Funding of the Petersburg Public Schools for the currently pending and future annual budget appropriations.