CITY COUNCIL
REVISED AGENDA
TUESDAY, JULY 19, 2016

Work Session Agenda

5:00 PM – City Hall - 10th Floor Conference Room

Closed Session

- Legal Matter

Council Interests

Documents:

07-19-16 COUNCIL INTERESTS.PDF

Break For Dinner

Agenda Overview

Presenter: *Marcus D. Jones, City Manager*

Regional Opportunities - Hampton Roads Planning District Commission And Hampton Roads Transportation Planning Organization

Presenter: *Robert Crum, Executive Director Hampton Roads Planning District Commission*

Documents:

07-19-16 PDC TPO OVERVIEW.PDF

Retreat Planning

Presenter: *Mayor Kenneth C. Alexander*

Poverty Commission And Housing Recommended Update

Presenter: *Peter Chapman, Deputy City Manager Susan Perry, Special Assistant to the City Manager*

Additional Documents

Documents:

07-19-16 NONSTANDARD LOT CERTIFICATE - 1040 BALTIMORE ST.PDF

07-19-16 NORFOLK CHRISTIAN SCHOOLS - GENERAL PLAN AMENDMENT AND CHANGE OF ZONING.PDF
07-19-16 NORFOLK CHRISTIAN SCHOOLS.PDF
07-19-16 PENDING LAND USE ACTIONS.PDF

Announcement Of Meeting

Documents:

ANNOUNCEMENT OF MEETING.PDF

Formal Session

7:00 PM - Council Chambers, City Hall, 11th Floor

Prayer

Prayer to be offered by Rabbi Michael Panitz of Temple Israel, followed by the Pledge of Allegiance.

Public Hearings

PH-1

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to **Section 2-3, "Definitions**," and **Table 4-A**, "**Residential Districts Table of Land Uses**," within the City's **Zoning Ordinance** to amend definitions and regulations pertaining to "Family" and "Group Home" to maintain consistency with the requirement that state-licensed group homes be treated the same as single-family.

Documents:

PH-01 ZONING TEXT AMENDMENT - SECTION 2-3 OF ZONING ORDINANCE.PDF

PH-2

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, to amend the **General Plan**, *plaNorfolk2030*, to add new action items to the **Wards Corner Area Plan**.

Documents:

PH-02 AMEND PLANORFOLK 2030 - GREATER WARDS CORNER AREA.PDF

PH-3

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to **Section 24-6**, "**Standards for conditional zoning map amendments**" of the ***Zoning Ordinance*** to modify language applicable to conditional zoning map amendments for residential development as a result of changes to State Law.

Documents:

PH-03 ZONING TEXT AMENDMENT - STATE LAW RESTRICTIONS ON

PROFFERS.PDF

PH-4

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Christian Schools**, to amend the Future Land Use Designation in the **General Plan**, *plaNorfolk2030*, from Single- Family Traditional to Institutional at **260 Filbert Street** and for a change of zoning from IN-1 (Institutional), Conditional IN-1, and R-8 (Single- Family) to Conditional IN-1 at **255 Thole Street and 260 Filbert Street**.

Documents:

PH-04 GENERAL PLAN AMENDMENT AND CHANGE OF ZONING - NORFOLK CHRISTIAN SCHOOLS.PDF

PH-5

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Premium Outlets**, for a zoning text amendment to repeal **Section 11-54**, "**Norfolk Premium Outlets Localized Alternative Sign Overlay District (NPO-LASO)**," of the *Zoning Ordinance* on property located at **6282 Northampton Boulevard**.

Documents:

PH-05 ZONING TEXT AMENDMENT - NORFOLK PREMIUM OUTLETS.PDF

PH-6

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Henriette Quenza**, for a change of zoning from I- 1 (Limited Industrial) District to C-2 (Corridor Commercial) District and Pedestrian Commercial Overlay District – **21st Street (PCO-21st)** on property located at **925 W. 21st Street**

Documents:

PH-06 CHANGE OF ZONING AND SPECIAL EXCEPTION - HENRIETTE QUENZA.PDF

PH-7

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Claus Ihlemann** , for a change of zoning from I-1 (Limited Industrial) District to C-2 (Corridor Commercial) District and Pedestrian Commercial Overlay District – **21st Street (PCO-21st)** on property located at **2202 Llewellyn Avenue**.

Documents:

PH-07 CHANGE OF ZONING AND SPECIAL EXCEPTION - CLAUS IHLEMANN.PDF

PH-8

PUBLIC HEARING scheduled this day under the State law, public notice having

been inserted in the local press by the City Clerk, on the application of **DSF Development, LLC**, for a change of zoning from **R-6** (Single-Family) District to Conditional **R-8** (Single-Family) District at **421 Brockwell Avenue**.

Documents:

PH-08 CHANGE OF ZONING - DSF DEVELOPMENT LLC.PDF

PH-9

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **TCS Leasing and Building**, for a change of zoning from C-2 (Corridor Commercial) District to Conditional **R-7** (Single- Family) District at **3649 Sewells Point Road**.

Documents:

PH-09 CHANGE OF ZONING - TCS LEASING AND BUILDING LLC.PDF

PH-10

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Balance Builders, Inc.** on property located at **1426 W. 41st Street**.

Documents:

PH-10 SALE OF PROPERTY TO BALANCE BUILDERS, INC. - 1426 W 41ST ST.PDF

PH-11

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on granting an exemption from real estate taxes for real property of **St. James Holiness Church of Christ** retroactive to September 1, 2013.

Documents:

PH-11 TAX EXEMPTION - ST. JAMES HOLINESS CHURCH OF CHRIST.PDF

PH-12

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving a **Lease Agreement** with **Verizon Virginia, LLC** for the Lease of city owned property located in the City of Virginia Beach near Shell Road.

Documents:

PH-12 RENEWAL OF LEASE AGREEMENT WITH VERIZON VIRGINIA LLC.PDF

PH-13

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on granting an exemption from real estate taxes for three parcels of real property of **First**

Baptist Church of Campostella Trust retroactive to September 1, 2014 and one parcel of real estate retroactive to January 1, 2015.

Documents:

PH-13 TAX EXEMPTION - FIRST BAPTIST CHURCH OF CAMPOSTELLA.PDF

PH-14

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving a **Lease Agreement** with **Garden of Hope, Inc.** as Lessee, for the Mezzanine Floor of City Hall at 810 Union Street in the City of Norfolk.

Documents:

PH-14 LEASE AGREEMENT WITH GARDEN OF HOPE INC..PDF

Regular Agenda

R-1

Matter of a letter from the City Manager and a Resolution entitled, "A Resolution approving the formation of legal entities by the Norfolk Redevelopment and Housing Authority to facilitate the renovation of the **Young Terrace and Diggs Town Communities**," will be introduced in writing and read by its title. (This matter was continued to July 19, 2016)

Documents:

R-01 NRHA - APPROVE FORMATION OF LEGAL ENTITIES FOR RENOVATION PROJECTS.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Pedestrian Commercial Overlay District Development Certificate** to permit the renovation of an existing, nonconforming sign on property located at *222 West 21st Street*," will be introduced in writing and read by its title.

Documents:

R-02 PCO 21ST ST DEVELOPMENT CERTIFICATE WAIVER - 21ST STREET PAVILION SHOPS.PDF

R-3

Letter from the City Manager and a Resolution entitled, "A Resolution requesting the **Virginia Department of Transportation** to accept certain additional city streets for municipal assistance payments pursuant to Section 33.1-41.1 of the Code of Virginia, 1950, as amended," will be introduced in writing and read by its title.

Documents:

R-03 VDOT URBAN MAINTENANCE STREET INVENTORY.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the dedication of a small piece of land owned by **200 E. 22nd Street, LLC**, measuring 21.45 square feet in area, for the purpose of widening the public right of way at that corner of **East 22nd Street** and **Monticello Avenue**, and authorizing the City Manager to accept the **Deed of Dedication** on behalf of the City of Norfolk," will be introduced in writing and read by its title.

Documents:

R-04 DEDICATION OF PROPERTY FOR WIDENING OF PUBLIC RIGHT-OF-WAY.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **131 Granby LLC** permission to encroach into the right-of- way at **131 Granby Street** approximately 27 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

Documents:

R-05 ENCROACHMENT FOR OUTDOOR DINING - 131 GRANBY LLC.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Liberty Street, LLC** permission to encroach into the right-of-way at **765 Granby Street** approximately 115 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

Documents:

R-06 ENCROACHMENT FOR OUTDOOR DINING - LIBERTY STREET LLC.PDF

R-7

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the conveyance by **Quitclaim Deed** of the underlying fee of a portion of **Powhatan Avenue** from **Norfolk Southern Railway Company** to the City of Norfolk, and authorizing the City Manager to accept the **Quitclaim Deed** on behalf of the City," will be introduced in writing and read by its title.

Documents:

R-07 QUITCLAIM DEED FROM NORFOLK SOUTHERN FOR A PORTION OF POWHATAN AVE.PDF

R-8

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting grant funds in the amount of $46,392 from the **Commonwealth of Virginia Department of Criminal Justice Services** to support the continuation of the **Violence Against Women V-Stop Program** and appropriating and authorizing the expenditure of $46,392 in grant funds and $15,464 in a local cash match for total grant funding of $61,856 for the program," will be introduced in writing and read by its title.

Documents:

R-08 VIOLENCE AGAINST WOMEN V-STOP PROGRAM GRANT AWARD.PDF

R-9

Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating **One Hundred Seventy Eight Thousand Six Hundred Dollars** ($178,600) if and when received from the Sheriff and authorizing the expenditure thereof towards salaries and benefits for three Sheriff Employees," will be introduced in writing and read by its title.

Documents:

R-09 SHERIFFS CLASSIFICATION SPECIALISTS - SPECIAL REVENUE APPROPRIATIONS.PDF

R-10

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the acceptance of receipts from a **Special Revenue Project**, the **Sheriff's Community Corrections Program**, appropriating **Four Hundred Ninety Thousand Dollars** ($490,000.00) for Fiscal Year 2017, authorizing the expenditure thereof by the Sheriff, authorizing the Sheriff's continued employment of twelve (12) persons for the program and providing funds for their salaries and benefits," will be introduced in writing and read by its title.

Documents:

R-10 SHERIFFS COMMUNITY CORRECTIONS PROGRAM - SPECIAL REVENUE APPROPRIATIONS.PDF

R-11

Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating **Thirty Five Thousand Dollars** ($35,000.00) and authorizing the expenditure thereof by the Sheriff, if and when received from the **Deputy Fund Service Special Revenue Account**, to pay for holding functions for his employees, extending condolences and congratulations to his employees and similar incentive-related benefits for his employees," will be introduced in writing and read by its title.

Documents:

R-11 SHERIFFS DEPUTY FUND - SPECIAL REVENUE APPROPRIATIONS.PDF

R-12

Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating **Two Hundred Thousand Dollars** ($200,000.00) from the **U.S. Marshal Service Special Revenue Account**, if and when received, and authorizing the expenditure thereof at the direction of the Sheriff to pay for various employee benefits, equipment purchases and maintenance costs related to programs designed to improve the efficiency of the jail," will be introduced in writing and read by its title.

Documents:

R-12 UNITED STATES MARSHALL SERVICE - SPECIAL REVENUE APPROPRIATIONS.PDF

R-13

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $19,210.16, plus interest to **Alion Science & Technology Corporation** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-13 TAX OVERPAYMENT - ALION SCIENCE AND TECHNOLOGY CORP.PDF

R-14

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $13,442.53, plus interest to **Archer Western Contractors, LLC** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-14 TAX OVERPAYMENT - ARCHER WESTERN CONTRACTORS LLC.PDF

R-15

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $7,361.07, plus interest to **Campostella Builders & Supply Corporation** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-15 TAX OVERPAYMENT - CAMPOSTELLA BUILDERS AND SUPPLY CORP.PDF

R-16

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $11,659.57, plus interest to **Titan Virginia Ready-Mix LLC** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

Documents:

R-16 TAX OVERPAYMENT - TITAN VIRGINIA READY MIX LLC.PDF

R-17

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $31,361.65, plus interest to **First Team Auto Norfolk, LLC** based upon the overpayment of its Business

License Tax for the Tax Year 2015," will be introduced in writing and read by its title.

Documents:

R-17 TAX OVERPAYMENT - FIRST TEAM AUTO NORFOLK LLC.PDF

R-18

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a **Right of Entry Agreement** with the **Commonwealth of Virginia, Department of Transportation and Corman-E.V. Williams** , a joint venture for work related to **Virginia Department of Transportation Military Highway Continuous Flow Intersection Project**," will be introduced in writing and read by its title.

Documents:

R-18 RIGHT OF ENTRY AGREEMENT FOR MILITARY HIGHWAY CONTINUOUS FLOW INTERSECTION PROJECT.PDF

R-19

Letter from the City Manager and an Ordinance entitled, An Ordinance authorizing **Section 108 Economic Development Loans** not to exceed $19,000,000, appropriating the loan funds, authorizing their expenditure and the execution of the documents required by **HUD**, and authorizing the **Subrecipient Agreement** with the **Economic Development Authority** for the administration of the loan fund," will be introduced in writing and read by its title.

Documents:

R-19 AUTHORIZING SECTION 108 ECONOMIC DEVELOPMENT LOANS.PDF

THE CITY OF NORFOLK

July 15, 2016

City Council;

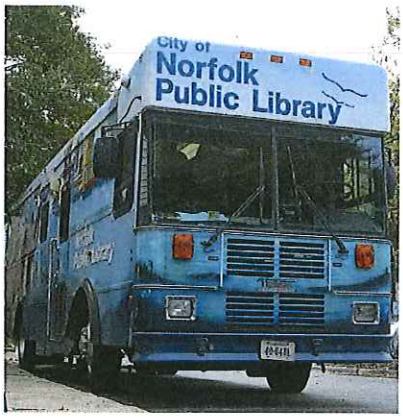
Today's memo provides you with information from the July 12th Council meeting. Highlights include:

- Mowing Updates
- Major Resurfacing Project Notification
- Call Center Process

As part of a Well-Managed Government, the City is enhancing our human resources management system. In addition to improving employee time and absent management, we are moving to bi-weekly payroll. In preparation, the departments of Human Resources and Finance held the City's first Financial Transition Fair at The Norfolk Scope on Wednesday, July 13th.

Partners like the Urban League of Hampton Roads, the UP Center, STOP Inc. and others came out to share financial management and mortgage tips while local banking institutions including our own credit union shared paycheck planners, financial education tips and hands-on money management assistance. There were financial coaches and advisors in attendance as well that offered free advice and financial planning consultations.

On Monday, the Norfolk Public Library Bookmobile will celebrate its 60th Anniversary! Launched in 1956, the library's bookmobile serves as its mobile branch extending services into the community to meet the diverse needs of Norfolk's neighborhoods. In fiscal year 2015, the bookmobile circulated 15,572 books and materials.



THE CITY OF NORFOLK

MEMORANDUM

TO:	City Council
FROM:	Lori A. Crouch, Corporate Communications Director
COPIES TO:	City Clerk, City Attorney
SUBJECT:	Council Interests
DATE:	July 15, 2016

Today's memo includes information regarding Council Interests from Tuesday, July 12th Informal Session.

Mowing Schedule: The grass was cut at Richard Bowling, Jacox, Campostella and Booker T. Washington this week per the mowing schedule. Staff revised the mowing schedule to account for delays due to weather and the July 4th holiday. Crews worked additional hours and mowing is now back on schedule.

Beginning the first of August, crews will start preparing public schools for the new school year. In addition to mowing, the work includes mulch and landscaping.

Call Center Process: Neighborhood Quality supports the highest quality of life in all Norfolk's neighborhoods by maintaining citywide standards for addressing blight, nuisances and environmental conditions in coordination with other city departments, agencies, residents and businesses.

When a Citizen Service Advisor receives a request through the online reporting system or a phone call, the request is reviewed, entered into the system and assigned to the appropriate department. An initial response is sent within 24 hours to the requestor and updated accordingly with new information from the department handling the request.

The Citizen Service Advisor will continue to monitor the request and/or complaint until the concern is completed and provide response when the concern is closed.

Military Highway Continuous Flow Intersection Update: Construction is scheduled to begin on August 6th. The Virginia Department of Transportation (VDOT) has been hosting community meetings about the project which will improve the flow of traffic at the intersection of Military Highway and Northampton Blvd. The communication plan also calls for radio, billboard and print advertisements. The project website is http://www.virginiadot.org/projects/hamptonroads/military_highway_continuous_flow_intersection.asp

THE CITY OF NORFOLK

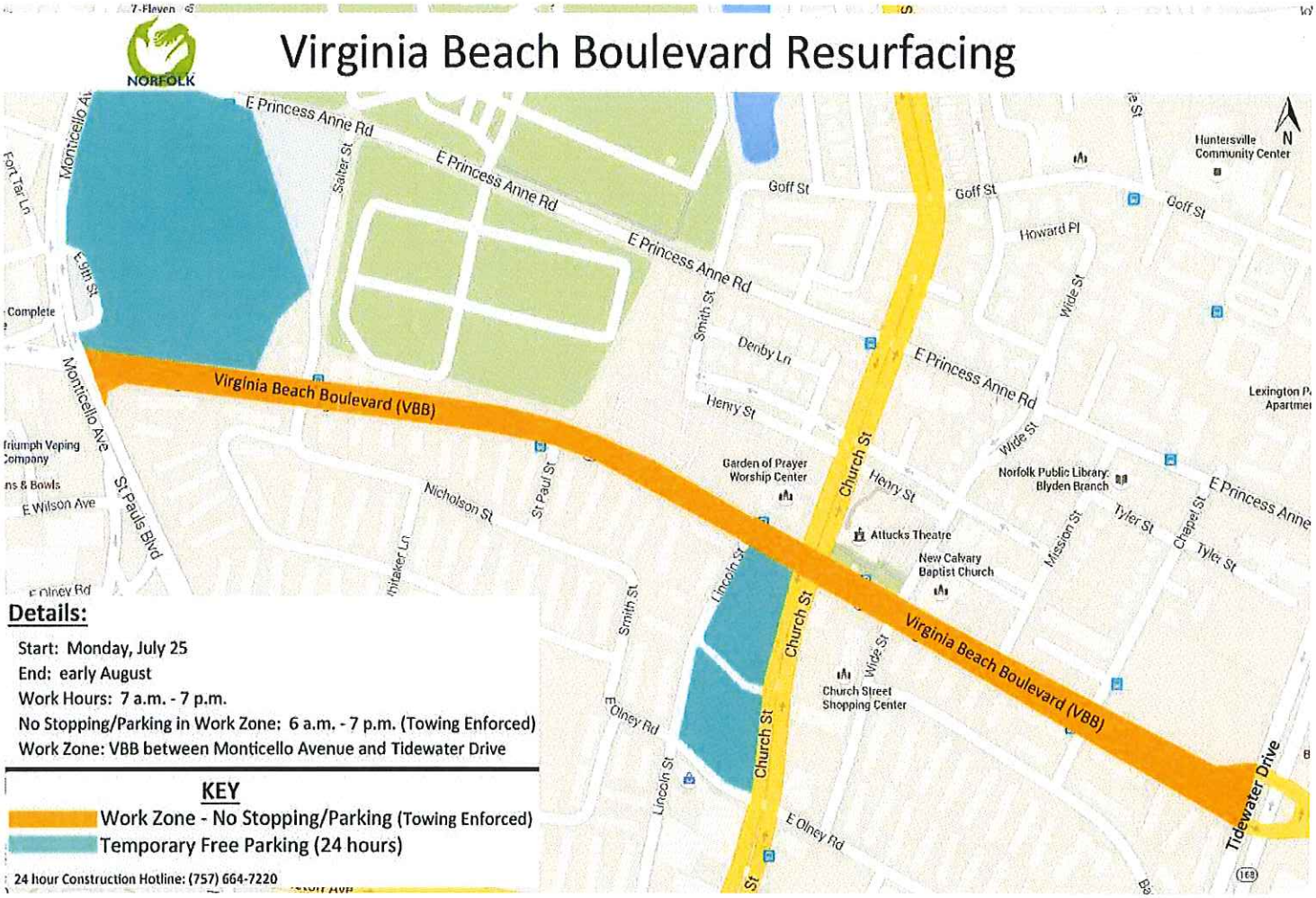
Major Resurfacing Project: Beginning Monday, July 25th through early August, Virginia Beach Boulevard between Monticello Avenue and Lincoln Street and Virginia Beach Boulevard between Wide Street and Tidewater Drive will be resurfaced. One lane of traffic will remain open in each direction during work hours.

There is a high volume of overnight on-street parking on these streets. City staff has ensured ample parking is available on nearby city-owned lots. Staff is communicating to area churches, Norfolk Redevelopment and Housing Authority and adjacent stakeholders about the project and parking arraignments. A flyer of the project is attached to this memo.

Have a good weekend.

THE CITY OF NORFOLK

Beginning Monday, July 25 through early August, Virginia Beach Boulevard between Monticello Avenue and Lincoln Street and Virginia Beach Boulevard between Wide Street and Tidewater Drive will be resurfaced. One lane of traffic will remain open in each direction during work hours. Because of the high volume of overnight on-street parking, **all parking will be removed on Virginia Beach Boulevard between Monticello Avenue and Tidewater Drive from 6 a.m. To 7 p.m. on workdays**. Parking removals will start at 6 a.m. and the contractor will work during the day from 7 a.m. to 7 p.m., Monday through Saturday. **Please remove your vehicle from Virginia Beach Boulevard by 6 a.m. each workday.** Residents that normally park on Virginia Beach Boulevard may park for free in Cedar Grove Lot or in one of two vacant lots between Lincoln Street and Church Street. Parking in these lots is available 24 hours per day. Details and a map are below.



City of Norfolk

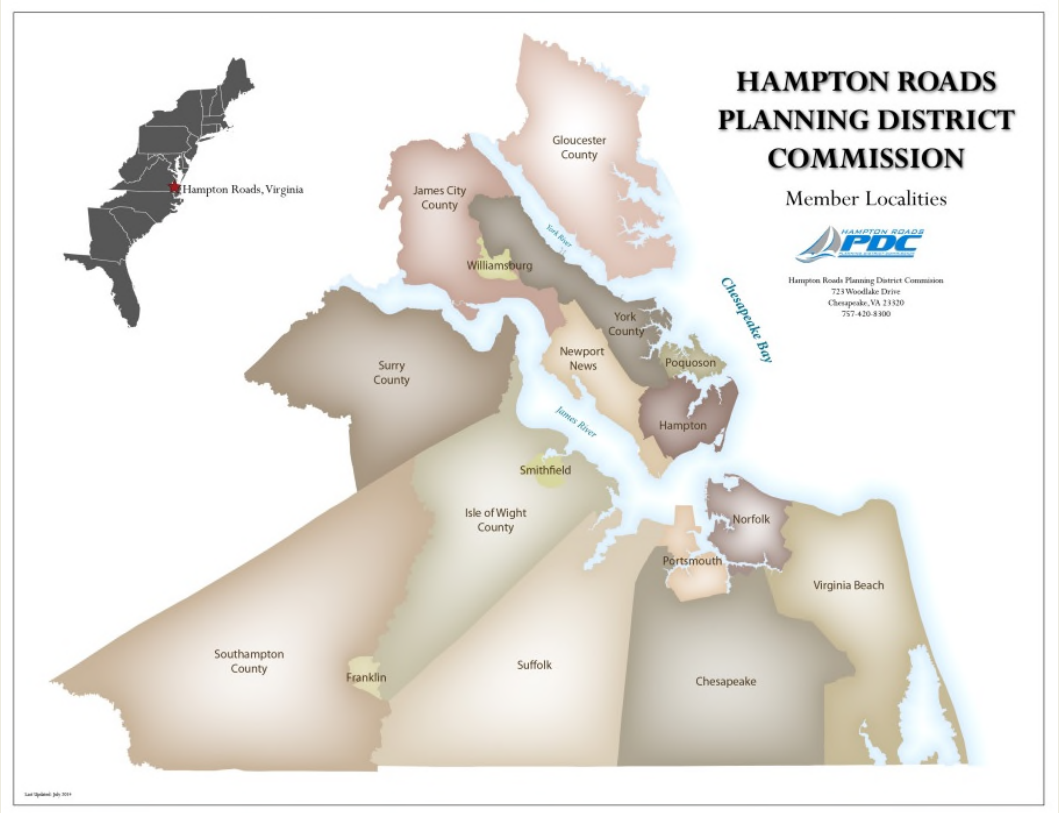
July 19, 2016

HAMPTON ROADS PDC
PLANNING DISTRICT COMMISSION

the heartbeat of HAMPTON ROADS TPO
TRANSPORTATION PLANNING ORGANIZATION

We Serve:

- The HRPDC Serves 17 Localities
- 1.7 million people that call Hampton Roads home

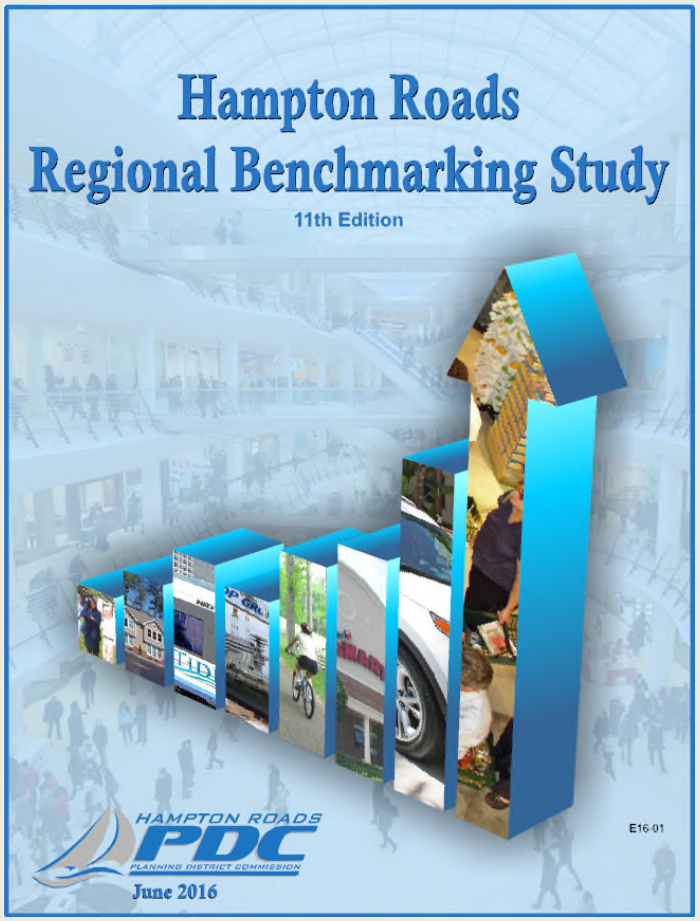


Program Areas:

- Economics
- Education/Information
- Housing/Human Services
- Emergency Management
- Regional Planning
- Water Resources
- Legislative Affairs
- Transportation (HRTPO)

Benchmarking Chapters

- Introduction
- The Economy
- Defense Industry
- The Port
- Tourism Industry
- Retail Industry
- Demographics
- Real Estate
- Transportation
- Education
- Government Finances
- Quality of Life
- Local Comparison

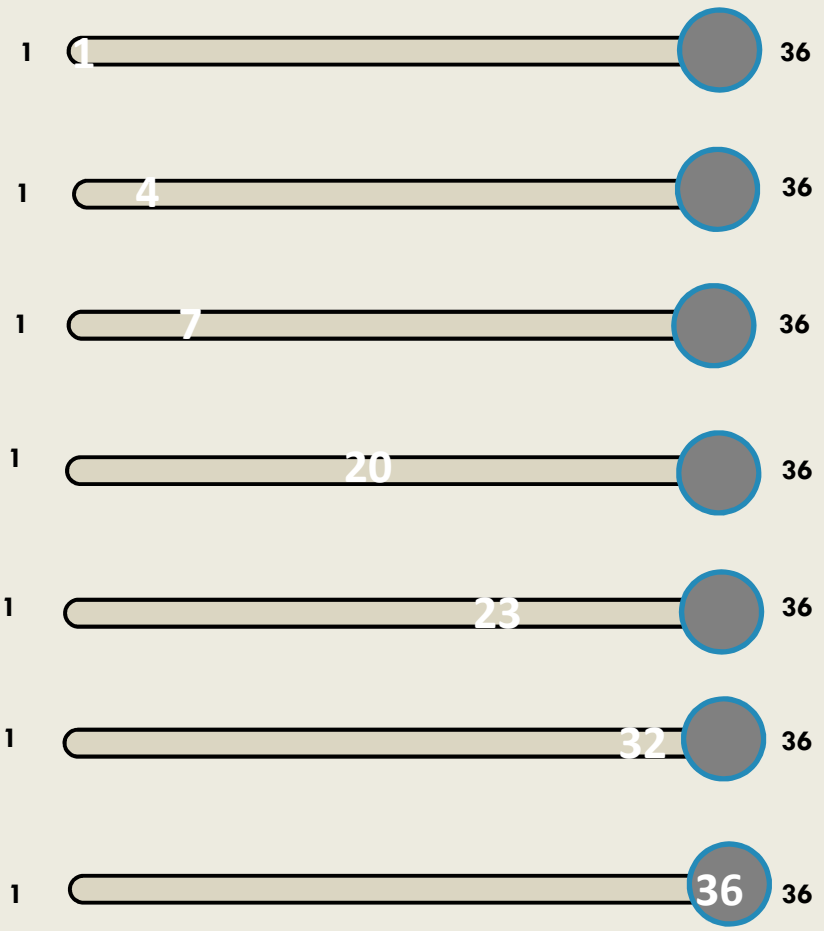


Available Online

2014 American Community Survey Data for Hampton Roads

HR Rank in the Comparable Metro Areas

		Highest Value	Lowest Value
7.8 %	% of the Labor Force that are in the Armed Forces	1	36
46.2%	% Who Worked Outside County of Residence	4	36
54.7%	% of Renter's Spending >30% of Income on Housing	7	36
$28,755	Per Capita Income	20	36
29.6%	% of People Who Have a Bachelor's Degree	23	36
35.5	Median Age	32	36
.43	Gini Coefficient (Measure of Income Equality)	36	36



The Little Book of Big Data

Hampton Roads Regional Benchmarking Study

Coastal Resiliency

- Joint Land Use Studies – Sea Level Rise
  - Norfolk and Virginia Beach
  - Chesapeake and Portsmouth

Legislative Affairs

- Public Education Funding – Urban Crescent Initiative
- Passenger Rail Service
- I-64 Improvements
- UASI Designation/Funding

Comprehensive Economic Development Strategy (CEDS)

- Regional Strategy
- Evaluates Strengths, Weaknesses and Opportunities for Regional Economy
- Identifies Regional Economic Development Opportunity Areas
- Infrastructure Investments and Strategies to Support these Areas
- CEDS is Prerequisite for some EDA funding programs

HAMPTON ROADS TRANSPORTATION FUND

Additional Sales Tax

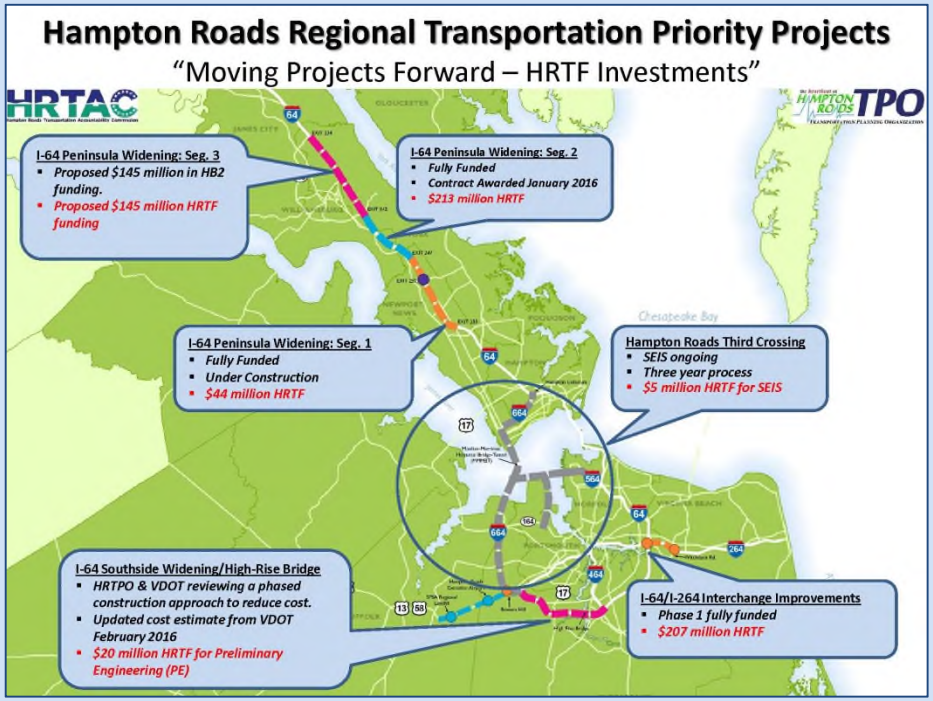
- - Additional 0.7%

Additional Fuels Tax

- - Wholesale tax on motor fuels
- - Additional 2.1%

2040 LRTP: Regional Priority Projects

Sequencing Based on Project Readiness



I
- I-64 Peninsula Widening
- I-64/I-264 Interchange

II
- I-64 Southside Widening/High-Rise Bridge - Phase 1

III
- Hampton Roads Crossing: Locally Preferred Alternative - Phase 1

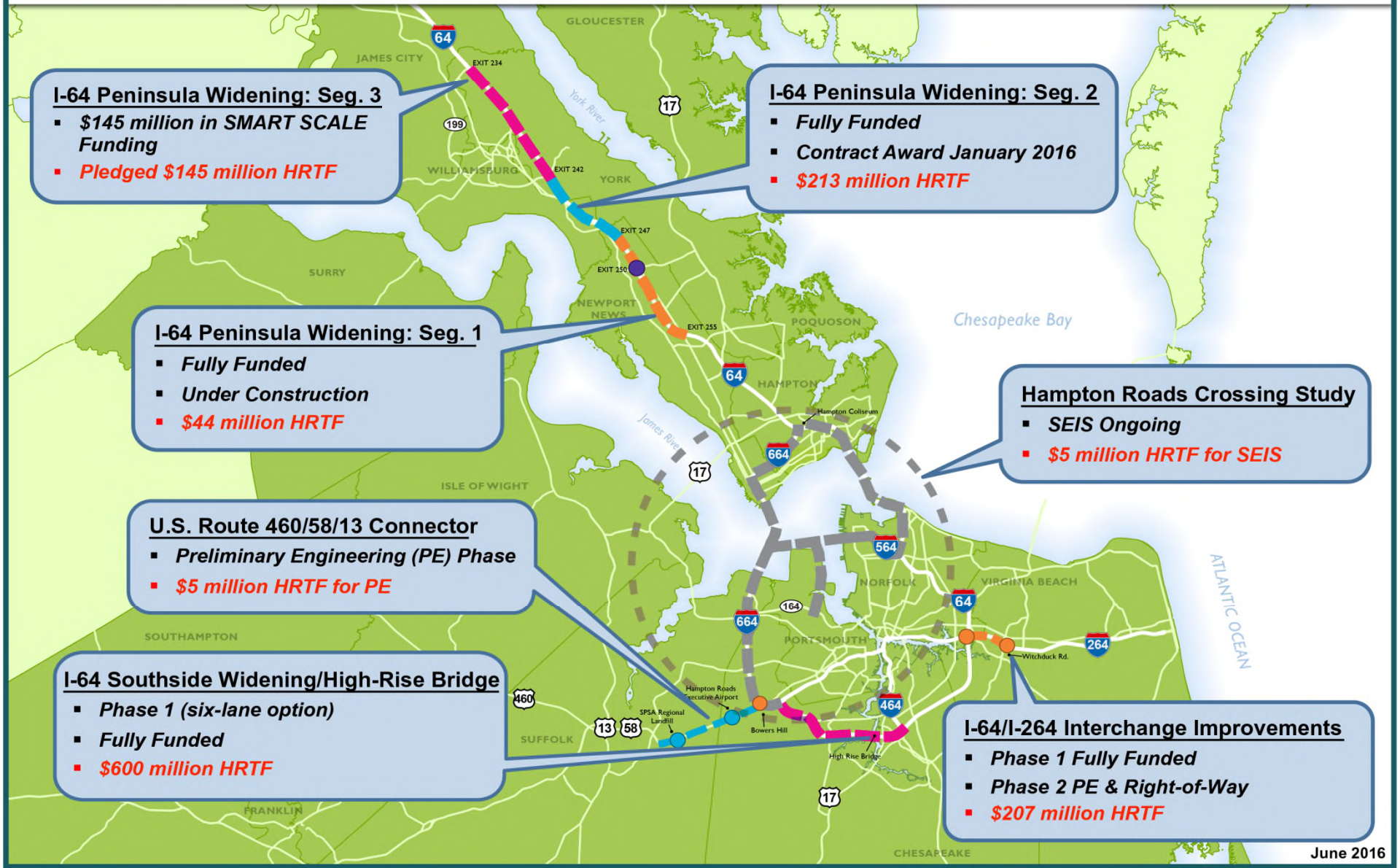
IV
- I-64 Southside Widening/High-Rise Bridge - Phase 2

V
- I-64/Fort Eustis Blvd Interchange
- US Route 460/58/13 Connector

❖ **Approved by the HRTPO Board at its February 18, 2016 Meeting.**

HAMPTON ROADS REGIONAL PRIORITY PROJECTS

"Moving Projects Forward – HRTF Investments"



I-64 Peninsula Widening: Seg. 3

- *$145 million in SMART SCALE Funding*
- *Pledged $145 million HRTF*

I-64 Peninsula Widening: Seg. 2

- *Fully Funded*
- *Contract Award January 2016*
- *$213 million HRTF*

I-64 Peninsula Widening: Seg. 1

- *Fully Funded*
- *Under Construction*
- *$44 million HRTF*

Hampton Roads Crossing Study

- *SEIS Ongoing*
- *$5 million HRTF for SEIS*

U.S. Route 460/58/13 Connector

- *Preliminary Engineering (PE) Phase*
- *$5 million HRTF for PE*

I-64 Southside Widening/High-Rise Bridge

- *Phase 1 (six-lane option)*
- *Fully Funded*
- *$600 million HRTF*

I-64/I-264 Interchange Improvements

- *Phase 1 Fully Funded*
- *Phase 2 PE & Right-of-Way*
- *$207 million HRTF*

June 2016

Hampton Roads Commuting Patterns by Jurisdiction:

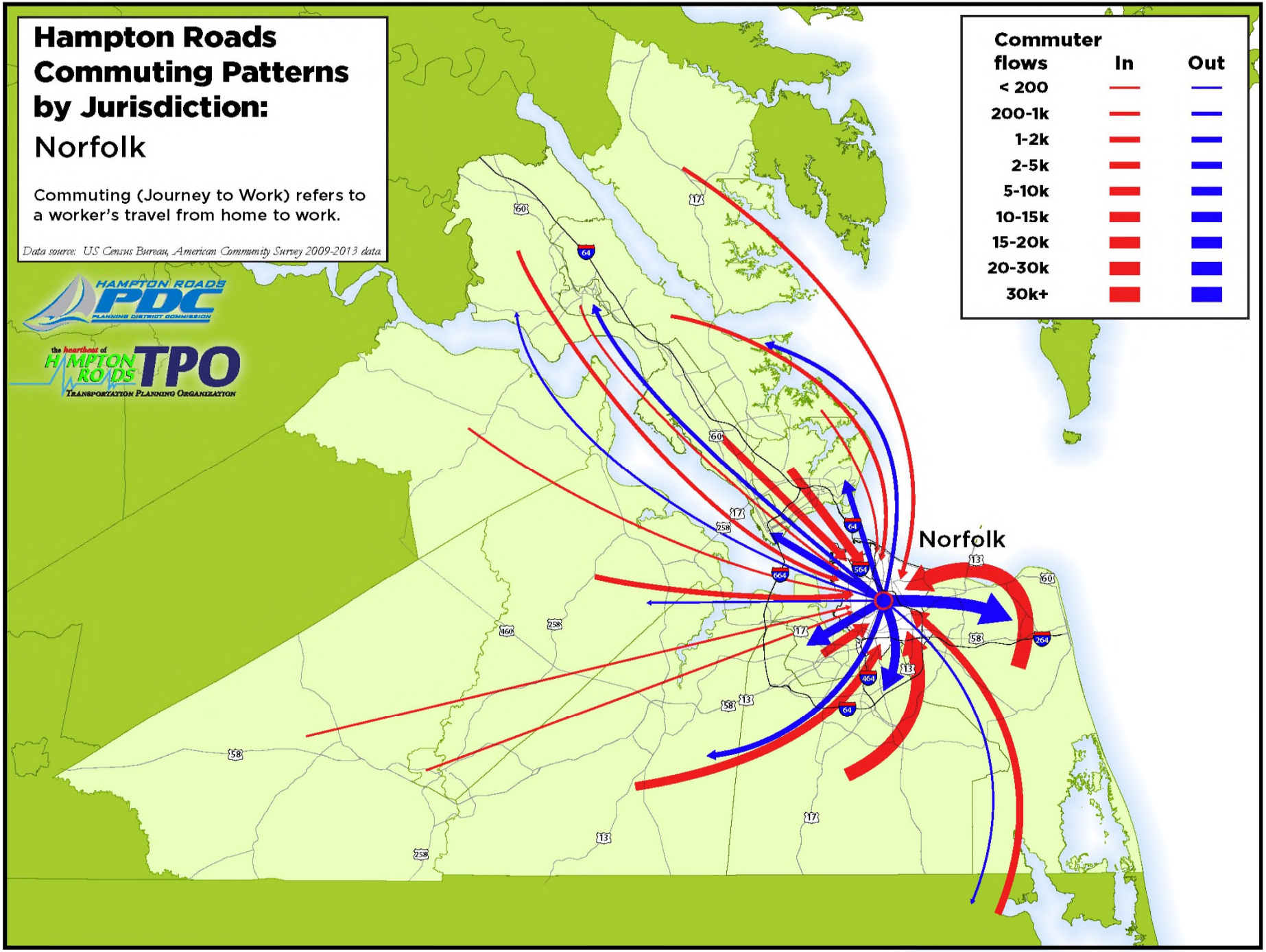
Norfolk

Commuting (Journey to Work) refers to a worker's travel from home to work.

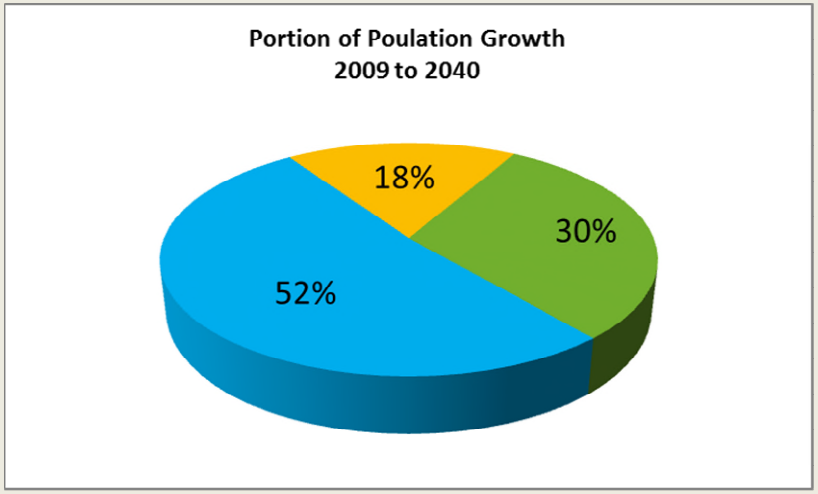
Data source: US Census Bureau, American Community Survey 2009-2013 data

HAMPTON ROADS PDC
PLANNING DISTRICT COMMISSION

the heartbeat of HAMPTON ROADS TPO
TRANSPORTATION PLANNING ORGANIZATION



Portion of Population Growth 2040



	2009 Population	2040 Population	Projected Growth
Peninsula	519,124	583,000	63,876
East Southside	763,861	875,466	111,605
West Southside	344,289	533,534	189,245
Total	1,627,274	1,992,000	364,726

HAMPTON ROADS PDC
PLANNING DISTRICT COMMISSION

Sections that comprise the alternatives retained for analysis

Alternative A

- Includes improvements to I-64 between I-664 and I-564
- Would result in a consistent six-lane facility
- Improvements to HRBT would be largely confined to existing right of way

Alternative B

Includes:

- I-64/HRBT
- I-564
- I-564 Connector
- Route 164 Connector
- Route 164

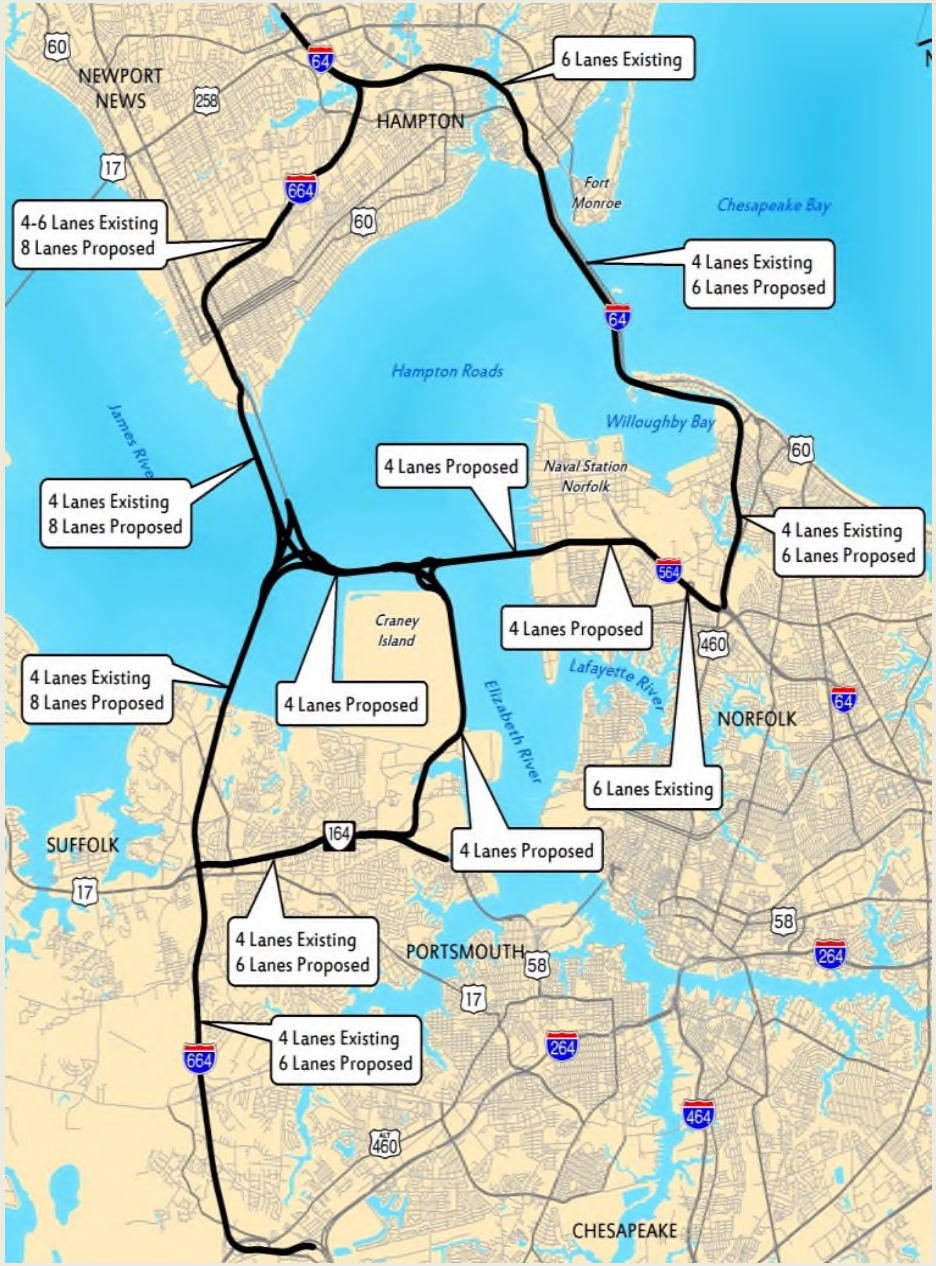
Alternative C

Includes:

- I-664
- I-664/I-564 Connectors
- I-564
- Route 164 Connector

Alternative D

- Includes all components of Alternatives B and C
- Applies a more narrow footprint than Alternative C
- The different footprint allows for more information and options to be available to the study



Sections that comprise the alternatives retained for analysis

HRPDC/HRTPO

Forum for Regional Discussion and Consensus Building

Robert Crum
Executive Director
rcrum@hrpdcva.gov

HAMPTON ROADS PDC PLANNING DISTRICT COMMISSION

the heartbeat of HAMPTON ROADS TPO TRANSPORTATION PLANNING ORGANIZATION

THE CITY OF NORFOLK
CITY PLANNING

Inter Departmental Memorandum

TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George Homewood, AICP, Director of City Planning
COPIES TO:	Ronald G. Moore, Sr. Design & Rehabilitation Consultant
SUBJECT:	Non Standard Lot Certificate – 1040 Baltimore Street
DATE:	July 15, 2016

Attached is a Certificate for a Nonstandard Lot authorizing development of a nonstandard lot consistent with the process authorized by Council in 2009. The approved design has been determined to be consistent with the character of the neighborhood in which it will be located.

Council requested this information be provided whenever development of a nonstandard lot has been authorized at the time the new ordinance was adopted.

Property Information

Location:	1040 Baltimore Street	**Neighborhood:**	Titustown
Zoning:	R-8	**Standard Lot Size:**	50 Ft. x 100 Ft.
House Type:	2 Story Single Family	**Proposed Lot Size:**	35 Ft. x 105 Ft.
House Size: (Width x Depth)	21 Ft. x 46 Ft.	**Square Footage:**	1932 Sq. Ft.

A copy of the Survey and the Front Elevation is included for your review.

For more information, please contact George Homewood, Planning Director at 664-4747 or Ronald Moore, Sr. Design & Rehabilitation Consultant at 664-6778.

THE CITY OF NORFOLK
CITY PLANNING

Department of Planning and Community Development
Zoning Certification for Non-Standard Lots

Applicant Information

Applicant Name:	LRJ Developers, LLC	**Date of Application:**	June 29, 2015
Mailing Address:	429 Middlesex Avenue		
City, State, Zip Code:	Norfolk, VA 23504		
Phone Number:	757-276-1449	**E-Mail:**	

Property Information

Location:	1040 Baltimore Street	**Neighborhood:**	Titustown
Zoning:	R-8	**Standard Lot Size:**	50 Feet x 100 Feet
House Type:	2 Story Single Family	**Proposed Lot Size:**	35 Feet X 105 Feet
Proposed House Size:	21 Feet x 46 Feet	**Square Footage:**	1932 SF

The proposed building plans and elevations for development of the site at 1040 Baltimore Street and located in the Titustown neighborhood in Norfolk, Virginia have been determined to be in keeping with the character of the neighborhood using the standards established by City Council in Section 4-0.15 of the Zoning Ordinance, which include but are not limited to location and placement of windows, doors, roof(s), porch(es), columns, driveways, garage(s), and building height.

Please submit three sets of final plans and elevations to the Department of Planning and Community Development to be stamped "approved". After plans have been stamped, two sets of the approved plans will need to be presented to the Building Safety Division for consistency with Building Code requirements and for issuance of the required building permits.

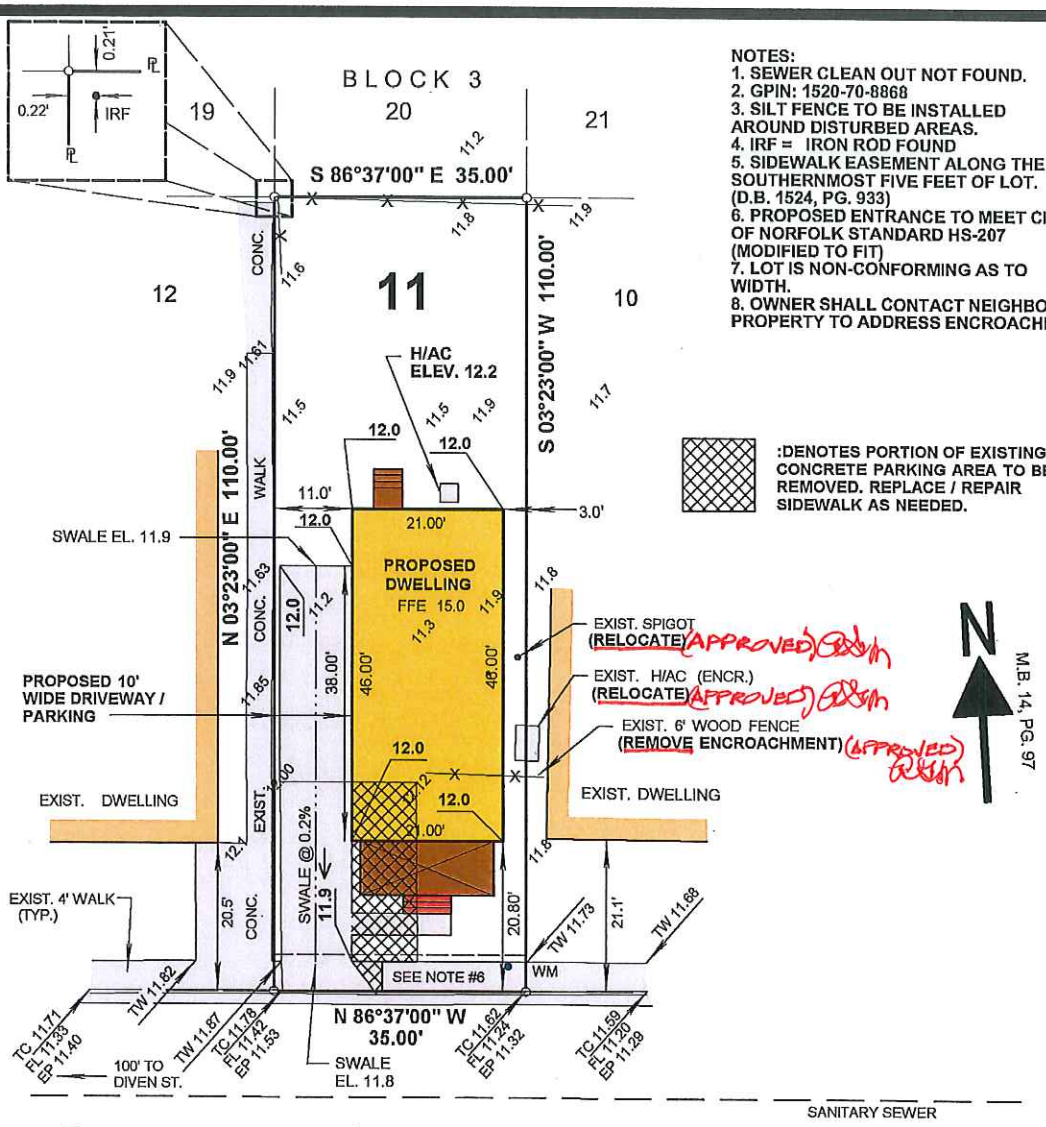
George Homewood, AICP, Director
City Planning

July 22, 2016
Date

BC: City Manager's Office
Planning Director
Program Manager
Building Official

FRONT ELEVATION

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



NOTES:
1. SEWER CLEAN OUT NOT FOUND.
2. GPIN: 1520-70-8868
3. SILT FENCE TO BE INSTALLED AROUND DISTURBED AREAS.
4. IRF = IRON ROD FOUND
5. SIDEWALK EASEMENT ALONG THE SOUTHERNMOST FIVE FEET OF LOT. (D.B. 1524, PG. 933)
6. PROPOSED ENTRANCE TO MEET CITY OF NORFOLK STANDARD HS-207 (MODIFIED TO FIT)
7. LOT IS NON-CONFORMING AS TO WIDTH.
8. OWNER SHALL CONTACT NEIGHBORING PROPERTY TO ADDRESS ENCROACHMENTS.

:DENOTES PORTION OF EXISTING CONCRETE PARKING AREA TO BE REMOVED. REPLACE / REPAIR SIDEWALK AS NEEDED.

BALTIMORE STREET (30' R/W)

PBM
DRILL HOLE SET
ELEV. 11.82

LEGEND	
FFE	FINISHED FLOOR ELEVATION
GAR.FL.	GARAGE FLOOR ELEVATION
11.9	EXISTING GROUND ELEVATION
11.9	PROPOSED GROUND ELEVATION

SITE PLAN
OF
LOT 11, BLOCK 3
AMENDED MAP OF
NORTH TITUSTOWN
1040 BALTIMORE STREET
NORFOLK, VIRGINIA
FOR
LRJ DEVELOPERS, LLC

REF: INSTR. # 150011815

0 5 10 20 40
GRAPHIC SCALE

REVISED 5-25-2016: OWNER'S COMMENTS.

VERTICAL DATUM: NAVD 1988
BENCHMARK USED: CITY OF NORFOLK STATION GPS187, ELEV. 10.89

In Association With:

J.M. Daughtry
Construction Layout
(757) 406-7744

DATE OF SURVEY: 5-21-2016 | DATE DRAWN: 5-21-2016

THE PROPERTY APPEARS TO FALL WITHIN ZONE(S) "X" AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 510104, PANEL NO. 0055 F, NORFOLK, VIRGINIA, DATED 9-02-2009.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

RICKS PALMER JONES
PROFESSIONAL LAND SURVEYOR
314 SHERWOOD DRIVE
SUFFOLK, VIRGINIA 23434-6633
TELEPHONE: 757-809-0487
surveyor.jones@outlook.com

SCALE: 1" = 20'
M. B. 14, PG. 97
JOB: 160521-55
ZONED: R-8

COMMONWEALTH OF VIRGINIA
5-21-2016
RICKS PALMER JONES
LIC.NO. 3033
LAND SURVEYOR

THE CITY OF NORFOLK

MEMORANDUM

TO: The Honorable City Council

REVIEWED: Ronald H. Williams, Jr. Deputy City Manager

CC TO: Leonard M. Newcomb III, CFM, Assistant Director, City Planning
Susan Pollock Hart, CFM, Principal Planner, City Planning

FROM: George M. Homewood, FAICP, CFM, Director, City Planning

SUBJECT: General Plan Amendment from Single-Family Traditional to Institutional at 260 Filbert Street and change of zoning from IN-1 (Institutional), conditional IN-1, and R-8 (Single-Family) to conditional IN-1 at 255 Thole Street and 260 Filbert Street – Norfolk Christian Schools

DATE: July 13, 2016

On the July 19, 2016 Public Hearing Agenda, City Council will be reviewing two requests by Norfolk Christian Schools: a general plan amendment from Single-Family Traditional to Institutional at 260 Filbert Street and a change of zoning from IN-1 (Institutional), conditional IN-1, and R-8 (Single-Family) to conditional IN-1 at 255 Thole Street and 260 Filbert Street.

Norfolk Christian Schools was established in 1952 and offers pre-K through grade 12 programs at various locations. The school site located at 255 Thole Street houses the Middle and High School grades, as well as the Administrative Offices. In 2011, the school sought a rezoning from residential to institutional to develop multipurpose fields (western portion of the site along Midfield Street) and an athletic building, as well as codify their site/campus plan. Norfolk Christian had recently acquired the properties where the proposed fields were to be located and the rezoning was needed to move forward with the construction of the facilities. The rezoning ordinance also prohibited lighting of the multi-purpose fields to ensure that all athletic activities would cease by sunset or 8:00 p.m., whichever was earlier. This restriction on lighting of the athletic field is not included in this rezoning request. In 2013, Norfolk Christian obtained a street closure of a portion of Seekel Street east of Midfield Street, which ran through the school property. The purpose of this street closure was to transfer ownership of the land from the City of Norfolk to Norfolk Christian to allow for the development of a regulation size field for football, lacrosse, soccer, and field hockey. Norfolk Christian proposes to modify the original site plan from 2011 to show this new athletic field and to allow for a reconfiguration of proposed facilities, including a bus parking area along Thole Street and a new parking lot at the corner of Filbert and Midfield Streets. The property at 260 Filbert Street is owned by Norfolk Christian and will be combined with the school property. In order to construct an academic building at this site, it must be rezoned to IN-1 to match the zoning for the rest of the school property (see attached conceptual site plan for the detailed proposal and site conditions).

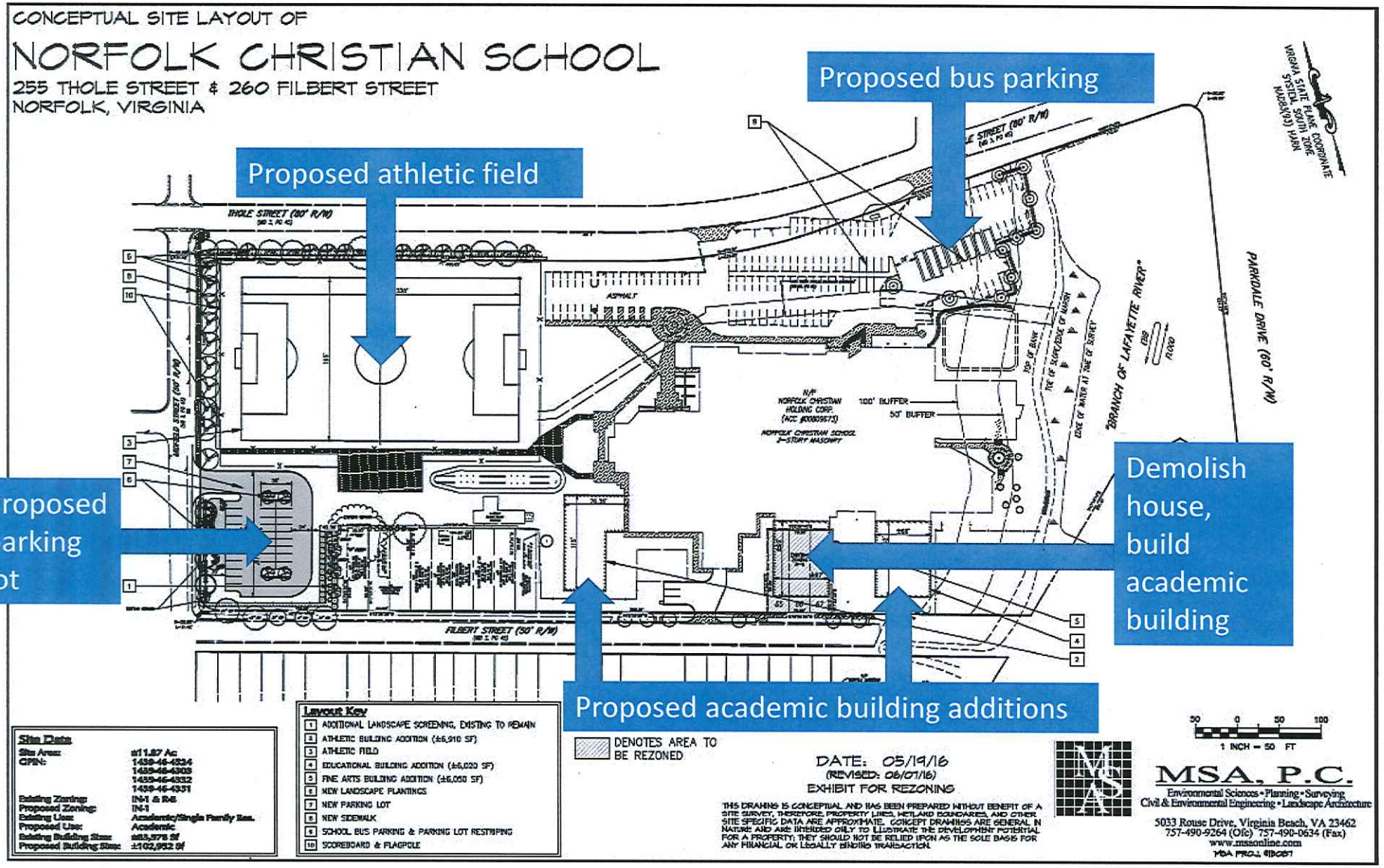
Since portions of this property are designated Single-Family Traditional by the City's general plan, *plaNorfolk2030*, a plan amendment to Institutional is necessary. The proposed amendment will create a cleaner line of demarcation, therefore staff recommended approval. The property has multiple zoning designations, and staff suggested changing the zoning to create a single, unified district for the campus. Cleaning up those inconsistencies, along with the fact that the new campus plan includes site improvements such as improved accessibility, landscaping, etc., led staff to recommend approval of the request.

Due to perceived communication issues, along with a general lack of trust, between Norfolk Christian and the Bolling Brook Civic League directly to the south of this site, the Planning Commission continued this application from the April 28, 2016 Planning Commission public hearing to the June 23, 2016 public hearing. The Planning Commission directed Norfolk Christian to attempt to work out their differences with the Civic League, particularly regarding the location of the bus parking lot, removing the bus fueling tank from the site, and additional landscaping along Filbert Street to further screen the development from the houses to the south. The Planning Commission was also concerned about the vacant house at 260 Filbert Street and its detrimental aesthetic impact on the neighborhood. On the same day of the original hearing (April 28), the Planning Department received an email of no objection from the Cromwell Farms/Ellsworth Civic League.

At a meeting scheduled by Norfolk Christian with members of the Bolling Brook Civic League on May 16, 2016, many comments were heard, mainly negative. However, this meeting provided more clarity on the neighborhood's desires regarding specific site modifications. Following the meeting, Norfolk Christian modified the original site plan to include a complete removal of the bus fueling tank from the site, relocation of the bus parking area from the Filbert Street side to the Thole Street side, and additional landscaping along Thole, Midfield, and Filbert Streets to screen the proposed athletic field at the corner of Thole and Midfield Streets and the parking lot at the corner of Midfield and Filbert Streets. Norfolk Christian has also proffered the demolition of the vacant house at 260 Filbert Street once the fully satisfied deed of ownership has been recorded.

After conducting a duly advertised public hearing on June 23, 2016, at which the applicant and members of the Bolling Brook Civic League provided comments, the City Planning Commission voted **4 to 2** (Mr. Houchins was absent for this vote) to recommend **approval** of the application. The dissenting votes were based on concerns raised by residents of the neighborhood, two of which came to the hearing. The residents felt that Norfolk Christian had not communicated with them enough about the development plans and that the conversion of the area at the corner of Midfield and Filbert Streets to a student parking lot is not the best use for that site. They were also concerned about the use of lighting within this parking lot and the potential effects on the residences to the south along Filbert Street as well as the proposed lighting for the athletic field.

Staff contact: Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov


CONCEPTUAL SITE LAYOUT OF
NORFOLK CHRISTIAN SCHOOL
255 THOLE STREET & 260 FILBERT STREET
NORFOLK, VIRGINIA
Proposed bus parking
Proposed athletic field
Proposed parking lot
Demolish house, build academic building
Proposed academic building additions
THOLE STREET (80' R/W)
FILBERT STREET (50' R/W)
PARKDALE DRIVE (60' R/W)
"BRANCH OF LAFAYETTE RIVER"
N/F NORFOLK CHRISTIAN HOLDING CORP.
NORFOLK CHRISTIAN SCHOOL 3-STORY MASONRY
100' BUFFER
50' BUFFER
Site Data
Site Area: ±11.87 Ac
CPIN: 1439-46-4324
1439-46-4309
1439-46-4332
1439-46-4351
Existing Zoning: IN-1 & R-8
Proposed Zoning: IN-1
Existing Use: Academic/Single Family Res.
Proposed Use: Academic
Existing Building Size: ±83,978 SF
Proposed Building Size: ±102,952 SF
Layout Key
1 ADDITIONAL LANDSCAPE SCREENING, EXISTING TO REMAIN
2 ATHLETIC BUILDING ADDITION (±6,910 SF)
3 ATHLETIC FIELD
4 EDUCATIONAL BUILDING ADDITION (±6,020 SF)
5 FINE ARTS BUILDING ADDITION (±6,050 SF)
6 NEW LANDSCAPE PLANTINGS
7 NEW PARKING LOT
8 NEW SIDEWALK
9 SCHOOL BUS PARKING & PARKING LOT RESTRIPING
10 SCOREBOARD & FLAGPOLE
DENOTES AREA TO BE REZONED
DATE: 05/19/16
(REVISED: 06/07/16)
EXHIBIT FOR REZONING
THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED WITHOUT BENEFIT OF A SITE SURVEY. THEREFORE, PROPERTY LINES, WETLAND BOUNDARIES, AND OTHER SITE SPECIFIC DATA ARE APPROXIMATE. CONCEPT DRAWINGS ARE GENERAL IN NATURE AND ARE INTENDED ONLY TO ILLUSTRATE THE DEVELOPMENT POTENTIAL FOR A PROPERTY; THEY SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR ANY FINANCIAL OR LEGALLY BINDING TRANSACTION.
50 0 50 100
1 INCH = 50 FT
MSA, P.C.
Environmental Sciences • Planning • Surveying
Civil & Environmental Engineering • Landscape Architecture
5033 Rouse Drive, Virginia Beach, VA 23462
757-490-9264 (Ofc) 757-490-0634 (Fax)
www.msaonline.com

THE CITY OF NORFOLK

City Council
Public Hearing
July 19, 2016

Norfolk Christian Schools
plaNorfolk2030 Amendment and Rezoning
255 Thole St., 260 Filbert St.

Location

- **Property bounded by Midfield, Filbert, Thole Streets**

Existing Development

- **Norfolk Christian School**
- **Residential directly to the north, south and west**

Request

- **To allow for the development of additional buildings, athletic field, and parking areas**

Request

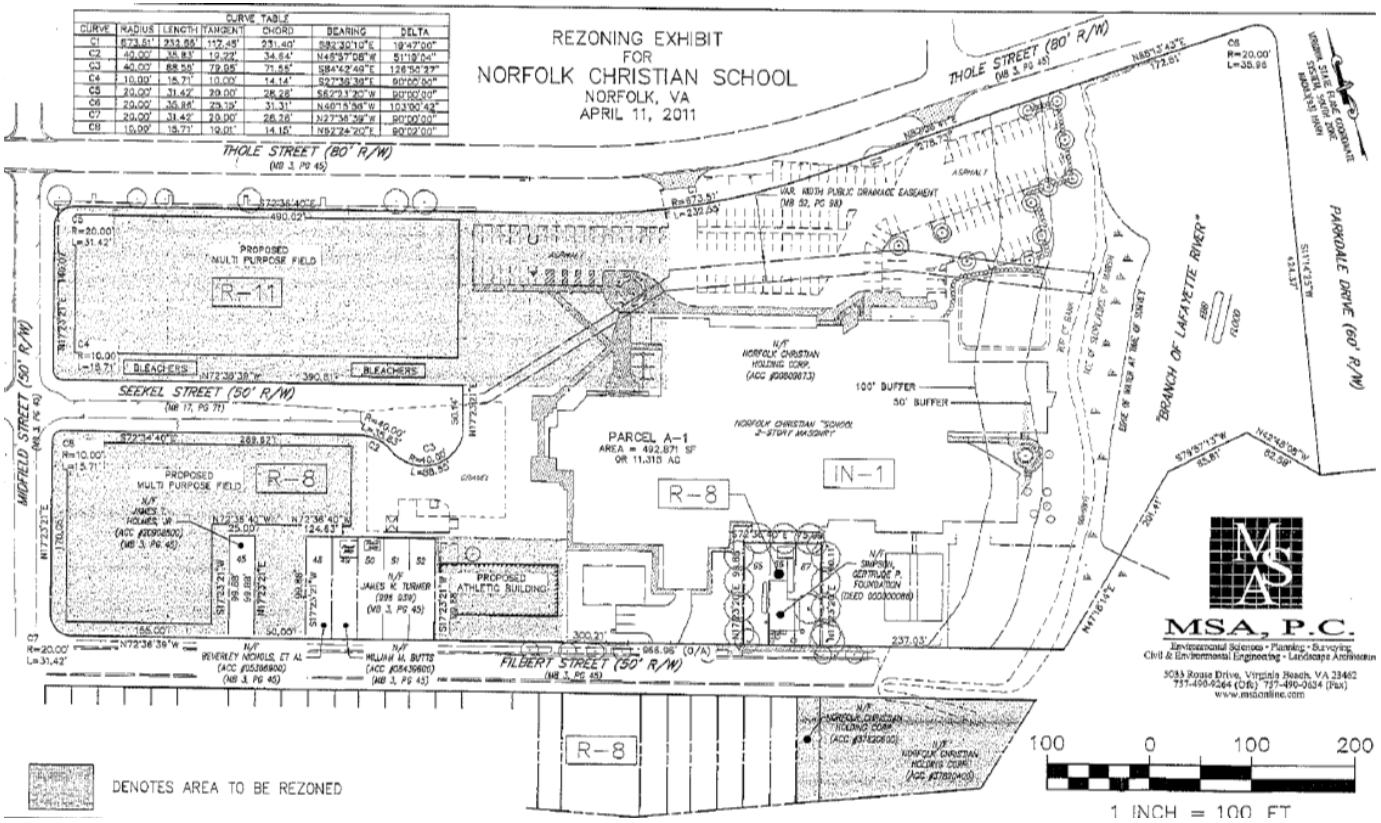
November 2011

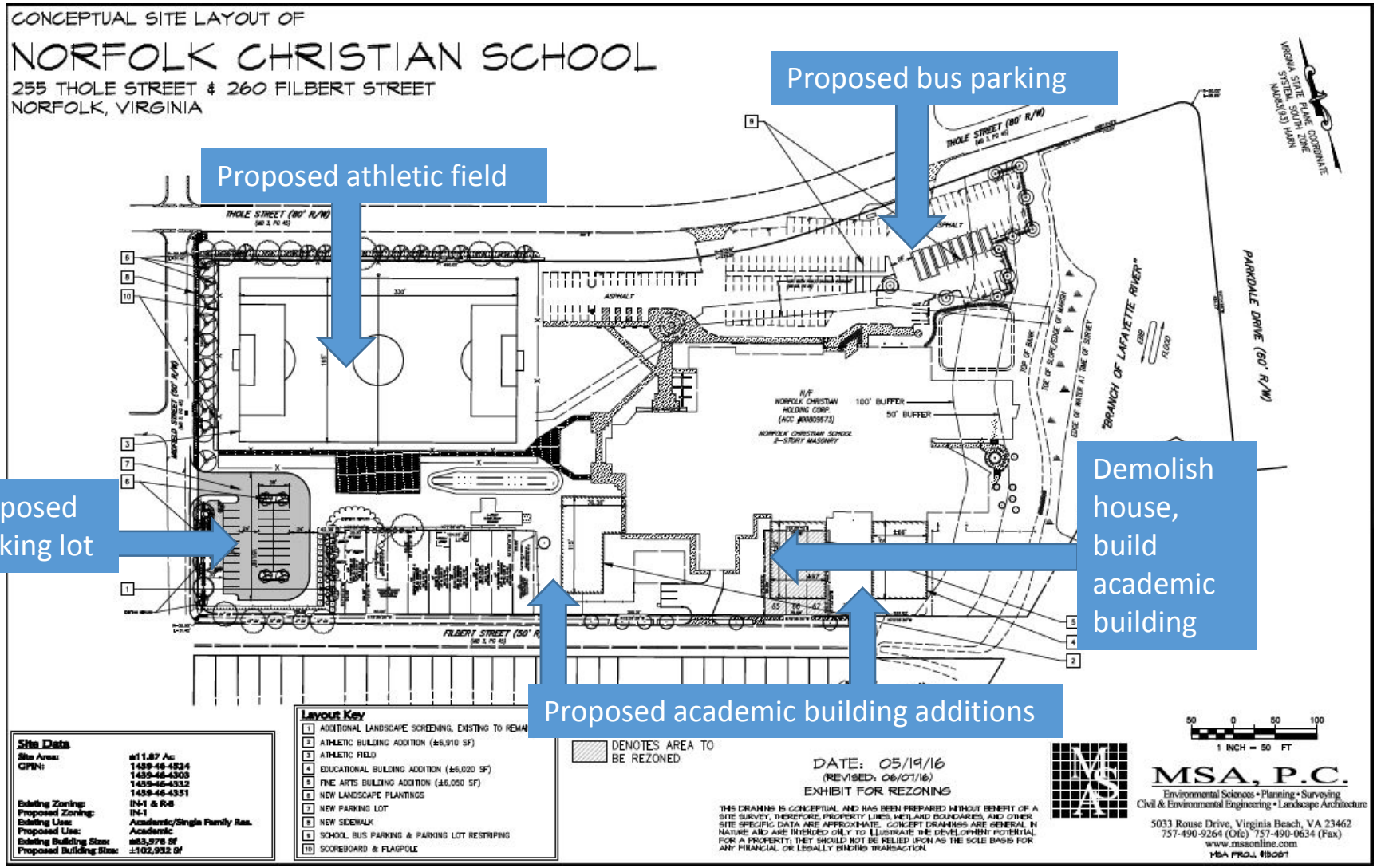
- Portion of property rezoned to allow for athletic fields

Proposal

- Modify existing plan to allow for a bus parking area, new parking lot, and larger athletic field with score board
- Include an area not covered by the prior rezoning
  - Vacant single-family home to be demolished to allow an academic building expansion

Previously Approved Site Plan - 2011

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FILBERT STREET (50' R/W)
PARKDALE DRIVE (60' R/W)
"BRANCH OF LAFAYETTE RIVER"
100' BUFFER
50' BUFFER
Site Data
Layout Key
DENOTES AREA TO BE REZONED
DATE: 05/19/16
(REVISED: 06/07/16)
EXHIBIT FOR REZONING
1 INCH = 50 FT
MSA, P.C.
Environmental Sciences • Planning • Surveying
Civil & Environmental Engineering • Landscape Architecture
5033 Rouse Drive, Virginia Beach, VA 23462
757-490-9264 (Ofc) 757-490-0634 (Fax)
www.msaonline.com

City Planning Commission

By a vote of **4 to 2**, the Planning Commission recommends **Approval.**

- Majority voted for approval based on staff recommendation of approval and belief that the site, with the conditions proposed, is appropriate to handle any potential impacts to the surrounding neighborhood.

- Minority voted for denial based on neighborhood concerns, and the concern that Norfolk Christian has not communicated effectively with the Bolling Brook Civic League about their plans for the site.

THE CITY OF NORFOLK
CITY PLANNING

MEMORANDUM

TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George M. Homewood, FAICP, CFM, Planning Director
COPIES TO:	City Attorney, City Clerk
SUBJECT:	Pending Land Use Actions
DATE:	July 15, 2016

Attached for your review is the Pending Land Use Report, identifying applications received from July 6, 2016 through July 12, 2016. The report reflects items that are tentatively scheduled to be heard at the July 25, 2016 Architectural Review Board and the August 25, 2016 City Planning Commission meetings. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

If you have any questions about these items, please contact me.

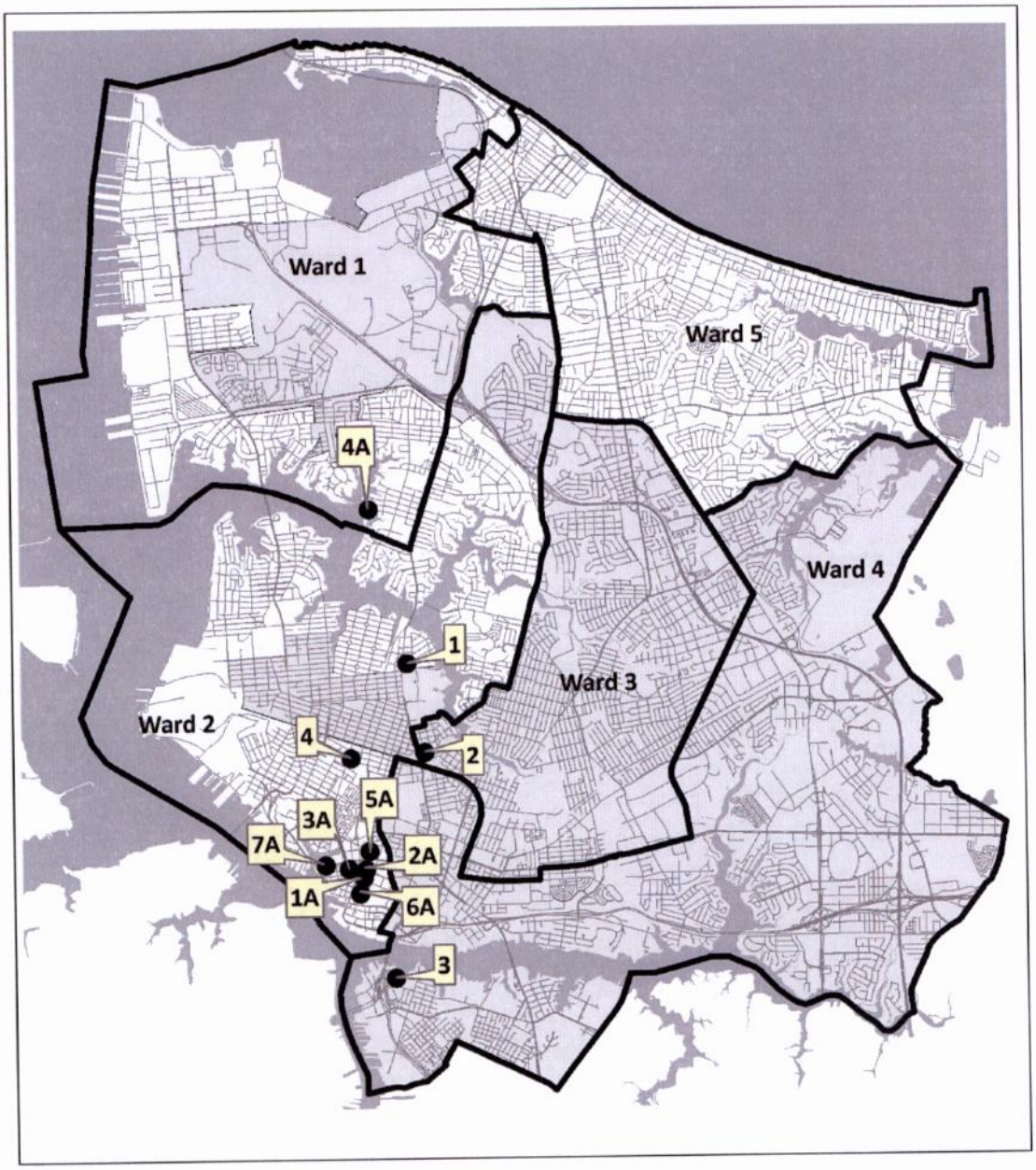
Architectural Review Board – July 25, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1A	Michael Pitney	401 Granby Street	Business sign	2	6	Downtown
2A	John Yarrington	455 Granby Street	Business sign	2	6	Downtown
3A	Lauren Ronald	251 W Bute Street	Business sign	2	6	West Freemason
4A	Paige Pollard	6651 Talbot Hall Court	Exterior renovations	1	6	Talbot Park
5A	John Stephens	727 Granby Street	Business sign encroachment	2	6	Downtown
6A	Rick Henn	257 Granby Street	Business sign	2	6	Downtown
7A	Admiral Sign	415 York Street	Business sign	2	6	West Freemason

City Planning Commission – August 25, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	Clementine's LLC	110 LaValette Avenue, Suite C	Special exception to operate an eating and drinking establishment	2	6	Riverview
2	Collector Norfolk	2409 Fawn Street	Special exception to operate an entertainment establishment with alcoholic beverages.	3	7	N/A

3	Sunsations Realty, LLC	335 Emmett Place	Zoning text amendment to section 27-27, "River's Edge at Berkley Residential Planned Development District" (PD-R River's Edge at Berkley) of the *Zoning Ordinance* to create new development standards for a residential planned development on the property.	4	7	Berkley
4	Exception Ale	2000 Colonial Avenue, Suite 6	Special exception to operate an eating and drinking establishment	2	6	Ghent



Pending Land Use Actions
JULY 6 - JULY 12

0 4,000 8,000 16,000 Feet

Superwards
6
7

N

This map is for graphic purposes only.

Map compiled, designed and produced by the Department of City Planning.

CITY OF NORFOLK
OFFICE OF THE MAYOR

KENNETH COOPER ALEXANDER
MAYOR

July 15, 2016

The Honorable Angelia Williams Graves
The Honorable Mamie B. Johnson
The Honorable Andria P. McClellan
The Honorable Paul R. Riddick
The Honorable Thomas R. Smigiel, Jr.
The Honorable Theresa W. Whibley

Ladies and Gentlemen:

Pursuant to Section 12 of the City Charter, I hereby call a special meeting of the Council to meet at 5:00 P.M., July 19, 2016, in the 10th floor conference room at City Hall for a Business Meeting.

Thank you,

Kenneth C. Alexander
Mayor

cc: Mr. Marcus Jones, City Manager
Mr. Bernard A. Pishko, City Attorney
Mr. R. Breckenridge Daughtrey, City Clerk

810 Union Street • Suite 1001 • Norfolk, Virginia 23510 • (757) 664-4679 • (757) 441-2909 • kenneth.alexander@norfolk.gov

CITY OF NORFOLK
OFFICE OF THE MAYOR

Paul D. Fraim
Mayor

July 15, 2016

The following meetings will take place on Tuesday, July 19, 2016:

1. 5:00 P.M. Council to assemble in the 10th floor conference room at City Hall for a Business Meeting.

2. 7:00 P.M. Regular Council Meeting.

810 Union Street • Suite 1001 • Norfolk, Virginia 23510 • (757) 664-4679 • (757) 441-2909 • kenneth.alexander@norfolk.gov

NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, JULY 19, 2016 – 7:00 P.M.

Prayer to be offered by Rabbi Michael Panitz of Temple Israel, followed by the Pledge of Allegiance.

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to **Section 2-3, "Definitions,"** and **Table 4-A, "Residential Districts Table of Land Uses,"** within the City's ***Zoning Ordinance*** to amend definitions and regulations pertaining to "Family" and "Group Home" to maintain consistency with the requirement that state-licensed group homes be treated the same as single-family.

PH-2 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, to amend the **General Plan**, *plaNorfolk2030*, to add new action items to the **Wards Corner Area Plan**.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to **Section 24-6, "Standards for conditional zoning map amendments"** of the ***Zoning Ordinance*** to modify language applicable to conditional zoning map amendments for residential development as a result of changes to State Law.

PH-4 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Christian Schools**, to amend the Future Land Use Designation in the **General Plan**, *plaNorfolk2030*, from Single-Family Traditional to Institutional at **260 Filbert Street** and for a change of zoning from IN-1 (Institutional), Conditional IN-1, and R-8 (Single-Family) to Conditional IN-1 at **255 Thole Street and 260 Filbert Street**.

PH-5 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Premium Outlets**, for a zoning text amendment to repeal **Section 11-54**, "**Norfolk Premium Outlets Localized Alternative Sign Overlay District** (NPO-LASO)," of the *Zoning Ordinance* on property located at **6282 Northampton Boulevard**.

PH-6 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Henriette Quenza**, for a change of zoning from I-1 (Limited Industrial) District to C-2 (Corridor Commercial) District and Pedestrian Commercial Overlay District – **21st Street** (PCO-21st) on property located at **925 W. 21st Street**

PH-7 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Claus Ihlemann**, for a change of zoning from I-1 (Limited Industrial) District to C-2 (Corridor Commercial) District and Pedestrian Commercial Overlay District – **21st Street** (PCO-21st) on property located at **2202 Llewellyn Avenue**.

PH-8 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **DSF Development, LLC**, for a change of zoning from R-6 (Single-Family) District to Conditional R-8 (Single-Family) District at **421 Brockwell Avenue**.

PH-9 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **TCS Leasing and Building**, for a change of zoning from C-2 (Corridor Commercial) District to Conditional R-7 (Single-Family) District at **3649 Sewells Point Road**.

PH-10 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Balance Builders, Inc**. on property located at **1426 W. 41st Street**.

PH-11 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on granting an exemption from real estate taxes for real property of **St. James Holiness Church of Christ** retroactive to September 1, 2013.

PH-12 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving a **Lease Agreement** with **Verizon Virginia, LLC** for the Lease of city owned property located in the City of Virginia Beach near Shell Road.

PH-13 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on granting an exemption from real estate taxes for three parcels of real property of **First Baptist Church of Campostella Trust** retroactive to September 1, 2014 and one parcel of real estate retroactive to January 1, 2015.

PH-14 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving a **Lease Agreement** with **Garden of Hope, Inc**. as Lessee, for the Mezzanine Floor of City Hall at 810 Union Street in the City of Norfolk.

REGULAR AGENDA

R-1 Matter of a letter from the City Manager and a Resolution entitled, "A Resolution approving the formation of legal entities by the Norfolk Redevelopment and Housing Authority to facilitate the renovation of the **Young Terrace and Diggs Town Communities**," will be introduced in writing and read by its title.

(This matter was continued to July 19, 2016)

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Pedestrian Commercial Overlay District Development Certificate** to permit the renovation of an existing, nonconforming sign on property located at **222 West 21st Street**," will be introduced in writing and read by its title

R-3 Letter from the City Manager and a Resolution entitled, "A Resolution requesting the **Virginia Department of Transportation** to accept certain additional city streets for municipal assistance payments pursuant to **Section 33.1-41.1 of the Code of Virginia, 1950**, as amended," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the dedication of a small piece of land owned by **200 E. 22nd Street, LLC**, measuring 21.45 square feet in area, for the purpose of widening the public right of way at that corner of **East 22nd Street** and **Monticello Avenue**, and authorizing the City Manager to accept the **Deed of Dedication** on behalf of the City of Norfolk," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **131 Granby LLC** permission to encroach into the right-of-way at **131 Granby Street** approximately 27 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Liberty Street, LLC** permission to encroach into the right-of-way at **765 Granby Street** approximately 115 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R-7 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the conveyance by **Quitclaim Deed** of the underlying fee of a portion of **Powhatan Avenue** from **Norfolk Southern Railway Company** to the City of Norfolk, and authorizing the City Manager to accept the **Quitclaim Deed** on behalf of the City," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting grant funds in the amount of $46,392 from the **Commonwealth of Virginia Department of Criminal Justice Services** to support the continuation of the **Violence Against Women V-Stop Program** and appropriating and authorizing the expenditure of $46,392 in grant funds and $15,464 in a local cash match for total grant funding of $61,856 for the program," will be introduced in writing and read by its title.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating **One Hundred Seventy Eight Thousand Six Hundred Dollars** ($178,600) if and when received from the Sheriff and authorizing the expenditure thereof towards salaries and benefits for three Sheriff Employees," will be introduced in writing and read by its title.

R- 10 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the acceptance of receipts from a **Special Revenue Project**, the **Sheriff's Community Corrections Program**, appropriating **Four Hundred Ninety Thousand Dollars** ($490,000.00) for Fiscal Year 2017, authorizing the expenditure thereof by the Sheriff, authorizing the Sheriff's continued employment of twelve (12) persons for the program and providing funds for their salaries and benefits," will be introduced in writing and read by its title.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating **Thirty Five Thousand Dollars** ($35,000.00) and authorizing the expenditure thereof by the Sheriff, if and when received from the **Deputy Fund Service Special Revenue Account**, to pay for holding functions for his employees, extending condolences and congratulations to his employees and similar incentive-related benefits for his employees," will be introduced in writing and read by its title.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating **Two Hundred Thousand Dollars** ($200,000.00) from the **U.S. Marshal Service Special Revenue Account**, if and when received, and authorizing the expenditure thereof at the direction of the Sheriff to pay for various employee benefits, equipment purchases and maintenance costs related to programs designed to improve the efficiency of the jail," will be introduced in writing and read by its title.

R-13 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $19,210.16, plus interest to **Alion Science & Technology Corporation** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-14 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $13,442.53, plus interest to **Archer Western Contractors, LLC** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-15 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $7,361.07, plus interest to **Campostella Builders & Supply Corporation** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-16 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $11,659.57, plus interest to **Titan Virginia Ready-Mix LLC** based upon the overpayment of its Business Personal Property Tax for the Tax Year 2016," will be introduced in writing and read by its title.

R-17 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund in the amount of $31,361.65, plus interest to **First Team Auto Norfolk, LLC** based upon the overpayment of its Business License Tax for the Tax Year 2015," will be introduced in writing and read by its title.

R- 18 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to enter into a **Right of Entry Agreement** with the **Commonwealth of Virginia, Department of Transportation and Corman-E.V. Williams**, a joint venture for work related to **Virginia Department of Transportation Military Highway Continuous Flow Intersection Project**," will be introduced in writing and read by its title.

R-19 Letter from the City Manager and an Ordinance entitled, An Ordinance authorizing **Section 108 Economic Development Loans** not to exceed $19,000,000, appropriating the loan funds, authorizing their expenditure and the execution of the documents required by **HUD**, and authorizing the **Subrecipient Agreement** with the **Economic Development Authority** for the administration of the loan fund," will be introduced in writing and read by its title.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Zoning Text Amendment to section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "Family" and "Group Home," add new definitions for "Disabled Individual" and "Single Housekeeping Unit," and make related reference changes throughout in order to better align the *Zoning Ordinance* with both State and Federal law regarding reasonable accommodations for any individuals protected by the provisions of the Americans with Disabilities Act or the Fair Housing Act**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-1**

I. **Staff Recommendation:** **Approval**.

II. **Commission Action:** By a vote of **6 to 0**, the Planning Commission recommends **Approval.**

III. **Request:** The request amends the definitions of "Family" and "Group Home" as defined within the City's *Zoning Ordinance*, add definitions for "Disabled Individual" and "Single Housekeeping Unit," and revises all associated language throughout the *Zoning Ordinance* in order to remain consistent with the provisions of the Americans with Disabilities Act of 1990 and the Fair Housing Act.

IV. **Applicant:** **City Planning Commission**

V. **Description:** State Law also requires that lawfully-established group homes serving aged, infirm, or disabled individuals must be regulated with no higher scrutiny by a locality than that which applies to a single-family residence.

VI. **Historic Resources Impacts**
N/A

VII. **Public Schools Impacts**
N/A

Staff point of contact: Matthew Simons at 664-4750, matthew.simons@norfolk.gov

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated June 23, 2016 with attachments
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No.** C-2	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Zoning Text Amendment to section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "Family" and "Group Home," add new definitions for "Disabled Individual" and "Single Housekeeping Unit," and make related reference changes throughout in order to better align the *Zoning Ordinance* with both State and Federal law regarding reasonable accommodations for any individuals protected by the provisions of the Americans with Disabilities Act or the Fair Housing Act.

A. Summary of Request

The request amends the definitions of "Family" and "Group Home" as defined within the City's *Zoning Ordinance*, add definitions for "Disabled Individual" and "Single Housekeeping Unit," and revises all associated language throughout the *Zoning Ordinance* in order to remain consistent with the provisions of the Americans with Disabilities Act of 1990 and the Fair Housing Act.

B. Plan Consistency

N/A

C. Zoning Analysis

- The *Zoning Ordinance of the City of Norfolk*, 1992, as amended, does not specifically recognize certain forms of disability in a manner consistent with Federal definitions and requirements for how localities must provide reasonable accommodations for such protected classes of individuals.
- State Law also requires that lawfully-established group homes serving aged, infirm, or disabled individuals must be regulated with no higher scrutiny by a locality than that which applies to a single family residence.
    - Consistent with Federal and State law, the proposed changes would not apply the term *Disabled Individuals* to any individual who currently engages in the illegal use of a controlled substance, nor any individual who presents a direct threat to the health, safety or property of others.
- The amendment has been drafted with and coordinated by the City Attorney's Office.

D. Transportation Impacts
N/A

E. Historic Resources Impacts
N/A

F. Public Schools Impacts
N/A

G. Environmental Impacts
N/A

H. AICUZ Impacts
N/A

I. Surrounding Area/Site Impacts
N/A

J. Payment of Taxes
N/A

K. Civic League
N/A

L. Communication Outreach/Notification
Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

M. Recommendation
Staff recommends that the text amendment request be **approved.**

Attachments:
Proposed text

Proponents and Opponents

Proponents
None

Opponents
None

06/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.S.

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ADJUST DEFINITIONS AND REFERENCES TO MAINTAIN CONSISTENCY WITH THE REQUIREMENT THAT A LICENSED GROUP HOME SHALL BE TREATED THE SAME AS A SINGLE-FAMILY RESIDENCE.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That Section 2-3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Definitions," is hereby amended and reordained so as to amend the definitions for "Family" and "Group home" and to create definitions for the new terms of "Disabled individual" and "Single housekeeping unit" so as to maintain consistency with a state law requirement that a licensed group home shall be treated, for zoning purposes, the same as a single-family residence. The definitions shall read as forth in "Exhibit A," attached hereto.

Section 2:- That Section 2-3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Definitions," is hereby amended and reordained so as to repeal and remove the definition for "Handicapped" for the reasons stated in Section 1, above, of this ordinance.

Section 3:- That Sections 4-1.3, 4-2.3, 4-3.3, 4-4.3, 4-5.3, 4-6.3, 4-7.3, 4-8.3, 4-9.3, and 4-10.4 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) are hereby amended and reordained so as to remove the listed use of "Group Home for the Handicapped" from each table for the reasons stated in Section 1, above, of this ordinance. The tables shall read as forth in "Exhibit B," "Exhibit C," "Exhibit D," "Exhibit E," "Exhibit F," "Exhibit G," "Exhibit H," "Exhibit J," "Exhibit K," and "Exhibit L," all attached hereto.

Section 4:- That Sections 4-11.4, 4-12.4, 4-13.4, 4-14.4, and 4-15.4 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) are hereby amended and reordained so as to remove the listed uses of "Group Home for the Handicapped" and "Group Home"

from each table for the reasons stated in Section 1, above, of this ordinance. The tables shall read as forth in "Exhibit M," "Exhibit N," "Exhibit O," "Exhibit P," and "Exhibit R," all attached hereto.

Section 5:- That Section 16.4 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) is hereby amended and reordained so as to remove the listed use of "Group Home for the Handicapped" from the table for the reasons stated in Section 1, above, of this ordinance. The table shall read as forth in "Exhibit S," attached hereto.

Section 6:- That Table 4-A, Table 4-B, and Table 10-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) are hereby amended and reordained so as to remove the listed uses of "Group Home for the Handicapped" and "Group Home" from each table for the reasons stated in Section 1, above, of this ordinance. The tables shall read as forth in "Exhibit T," "Exhibit U," and "Exhibit V," all attached hereto.

Section 7:- That Table 11-51-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) is hereby amended and reordained so as to remove the listed use of "Group Home for the Handicapped" from the table for the reasons stated in Section 1, above, of this ordinance. The table shall read as forth in "Exhibit W," attached hereto.

Section 8:- That Section 15-6.4 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) is hereby amended and reordained so as to remove the reference to a "group home" for the reasons stated in Section 1, above, of this ordinance. The text shall read as forth in "Exhibit X," attached hereto.

Section 9:- That Table 27-22-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) is hereby amended and reordained so as to remove the listed uses of "Group Home for the Handicapped" and "Group Home" from the table for the reasons stated in Section 1, above, of this ordinance. The table shall read as forth in "Exhibit Y," attached hereto.

Section 10:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 11:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:
Exhibit A (2 pages)
Exhibit B (1 page)
Exhibit C (1 page)
Exhibit D (1 page)
Exhibit E (1 page)
Exhibit F (1 page)
Exhibit G (1 page)
Exhibit H (1 page)
Exhibit J (1 page)
Exhibit K (1 page)
Exhibit L (1 page)
Exhibit M (1 page)
Exhibit N (1 page)
Exhibit O (2 pages)
Exhibit P (2 pages)
Exhibit R (2 pages)
Exhibit S (1 page)
Exhibit T (4 pages)
Exhibit U (3 pages)
Exhibit V (7 pages)
Exhibit W (2 pages)
Exhibit X (1 page)
Exhibit Y (3 pages)

EXHIBIT A

2-3 Definitions.

Disabled individual: Any individual with a physical or mental disability, including recovering from drug or alcohol abuse, or who otherwise possess a disability or handicap which is protected by the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101) or the Fair Housing Act, as amended (42 U.S.C. section 3601 *et seq.*), but not including any individual who currently engages in the illegal use of a controlled substance as defined in either section 54.1-3401 of the Code of Virginia or section 102 of the Controlled Substance Act (21 U.S.C. section 802), nor any individual who, with or without a disability or handicap, presents a direct threat to the health, safety or property of others.

...

Family.

(a) One (1) or more persons related by blood, marriage, adoption, or legal guardianship, including foster children, living together as a Single Housekeeping Unit in a dwelling unit; or

(b) A group of not more than four (4) persons not related by blood, marriage, adoption, or legal guardianship living together as a Single Housekeeping Unit in a dwelling unit; or

(c) Two (2) unrelated persons and their children living together as a Single Housekeeping Unit in a dwelling unit; or

(d) A group of individuals residing in a dwelling unit in accordance with the standards and requirements of a Group Home.

The term "family" does not include any group of people living in a dwelling unit as members or residents of a club, a lodge, a rooming house, or a fraternity/sorority house.

...

Group home.

(a) A residential facility shared by eight (8) or fewer aged, infirm, or Disabled Individuals residing in a dwelling with one or more resident counselors or other staff persons operated in compliance with a license issued by the Virginia Department of Social Services or the Virginia Department of Behavioral Health and Developmental Services; or

(b) A residential facility shared by eight (8) or fewer Disabled Individuals operating as a Single Housekeeping Unit and providing for the protection and well-being of the residents.

This definition does not include care facilities such as nursing homes, shelter care or intermediate care facilities.

...

Single Housekeeping Unit. A form of occupancy of a residential dwelling in which all of the individuals occupying the building interact and associate with each other such that they maintain established ties and familiarity with each other and share (i) possession or ownership of the entire property, resources, furniture, personal items, (ii) cleaning and maintenance of the dwelling, and (iii) use of bathrooms, a kitchen, common eating areas, and common recreational and living areas. Facts which support a determination that a group of unrelated individuals is living together as a single housekeeping unit include: sharing the entire dwelling unit and not acting as separate roomers, a single lease with all members of the group listed as lessees, proof of sharing expenses for food, rent, utilities, and other household expenses, sharing ownership of furnishings and appliances, interacting with each other on a frequent basis, maintaining a permanent and not transient living arrangement, establishing a basis for the housekeeping unit that is not temporary in nature, and other factors reasonably related to distinguishing whether the group of individuals is the functional equivalent of a family.

Exhibit B

4-1.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use* Residential	25,000 sq. ft.	100 ft.
(b) *Other Permitted Uses*	25,000 sq. ft.	100 ft.
Governmental Operations (non-industrial)	None	None
Utility Facility	None	None

Exhibit C

4-2.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use* Residential	20,000 sq. ft.	100 ft.
(b) *Other Permitted Uses*	20,000 sq. ft.	100 ft.
Governmental Operations (non-industrial)	None	None
Utility Facility	None	None

Exhibit D

4-3.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use* Residential	15,000 sq. ft.	100 ft.
(b) *Other Permitted Uses*	15,000 sq. ft.	100 ft.
Governmental Operations (non-industrial)	None	None
Utility Facility	None	None

Exhibit E

4-4.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use* Residential	12,000 sq. ft.	100 ft.
(b) *Other Permitted Uses* Governmental Operations (non-industrial) Utility Facility	12,000 sq. ft. None None	100 ft. None None

Exhibit F

4-5.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	**Minimum Lot Area**	**Minimum Lot Width**
(a) *Principal Permitted Use* Residential	10,000 sq. ft.	100 ft.
(b) *Other Permitted Uses* Governmental Operations (non-industrial) Utility Facility	10,000 sq. ft. None None	100 ft. None None

Exhibit G

4-6.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use* Residential	7,500 sq. ft.	75 ft.
(b) *Other Permitted Uses* Governmental Operations (non-industrial) Utility Facility	7,500 sq. ft. None None	75 ft. None None

Exhibit H

4-7.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use*		
Residential	6,000 sq. ft.	60 ft.
(b) *Other Permitted Uses*		
	6,000 sq. ft.	60 ft.
Governmental Operations (non-industrial)	None	None
Utility Facility	None	None

Exhibit J

4-8.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use* Residential	5,000 sq. ft.	50 ft.
(b) *Other Permitted Uses* Governmental Operations (non-industrial) Utility Facility	5,000 sq. ft. None None	50 ft. None None

Exhibit K

4-9.3 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use*		
Residential	4,000 sq. ft.	40 ft.
(b) *Other Permitted Uses*		
	4,000 sq. ft.	40 ft.
Governmental Operations (non-industrial)	None	None
Utility Facility	None	None

Exhibit L

4-10.4 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use	Minimum Lot Area	Minimum Lot Width
(a) *Principal Permitted Use*		
Townhouse [2]	2,000 sq. ft.	20 ft.
(b) *Other Permitted Uses*		
Governmental Operations (non-industrial)	None	None
Utility Facility	None	None
(c) *Special Exception Uses*		
Recreation Center, Community (private)[1]	20,000 sq. ft.	100 ft.
Recreation Center, Community (public)[1]	20,000 sq. ft.	100 ft.
Religious Institution[1]	20,000 sq. ft.	100 ft.

Notes:

[1] Maximum lot coverage for Recreation Center, Community (private) and Recreation Center, Community (public) is 45 percent (45%); for Religious Institution is 65 percent (65%).

[2] Lots narrower than the minimum lot width set forth in this table may be permitted in certain character districts by special exception and such lots may be required to have a certain minimum lot width to be eligible for special exception review and approval, as set forth in Table 4-A, below.

Exhibit M

4-11.4 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use		Minimum Lot Area	Minimum Lot Area Per Unit	Minimum Lot Width Per Structure	Minimum Lot Width
(a)	Principal Permitted Use				
	Single-Family[1]	5,000 sq. ft.	5,000 sq. ft.	37.5 ft.	37.5 ft.
	Residential – Semi-Detached Dwelling	2,500 sq. ft.	2,500 sq. ft.	25 ft.	25 ft.
	Two-Family	5,000 sq. ft.	2,500 sq. ft.	25 ft.	50 ft.
	Multi-Family (3—6 units)	10,000 sq. ft.	2,900 sq. ft.	100 ft.	100 ft.
(b)	Other Permitted Uses				
	Congregate Housing	20,000 sq. ft.	600 sq. ft.	100 ft.	100 ft.
	Governmental Operations (non-industrial)	None	—	None	None
	Utility Facility	None	—	None	None

Notes:

[1] On any lot at least 37.5 feet in width but less than 50 feet in width, the residential dwelling shall be constructed so as to conform in all respects to the massing, scale, appearance, fenestration, roof lines and other exterior elements, including but not limited to porches, decks, pedestrian entrances, and stairways, with any of those designs shown to be prevalent in the surrounding neighborhood according to either "A Pattern Book for Norfolk Neighborhoods" dated 2003, prepared by Urban Design Associates and on file with the Department of Planning or any other pattern book developed for and approved by the city and maintained by the Department of Planning for use in the vicinity of the lot.

Exhibit N

4-12.4 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

Permitted Use		Minimum Lot Area	Minimum Lot Area Per Unit	Minimum Lot Width Per Structure	Minimum Lot Width
(a)	Principal Permitted Use				
	Single-Family[1]	5,000 sq. ft.	5,000 sq. ft.	37.5 ft.	37.5 ft.
	Residential – Semi-Detached Dwelling	2,500 sq. ft.	2,500 sq. ft.	25 ft.	25 ft.
	Two-Family	5,000 sq. ft.	2,500 sq. ft.	25 ft.	50 ft.
	Multi-Family (3—6 units)	10,000 sq. ft.	2,200 sq. ft.	100 ft.	100 ft.
(b)	Other Permitted Uses				
	Congregate Housing	20,000 sq. ft.	600 sq. ft.	100 ft.	100 ft.
	Governmental Operations (non-industrial)	None	—	None	None
	Utility Facility	None	—	None	None

Notes:

[1] On any lot at least 37.5 feet in width but less than 50 feet in width, the residential dwelling shall be constructed so as to conform in all respects to the massing, scale, appearance, fenestration, roof lines and other exterior elements, including but not limited to porches, decks, pedestrian entrances, and stairways, with any of those designs shown to be prevalent in the surrounding neighborhood according to either "A Pattern Book for Norfolk Neighborhoods" dated 2003, prepared by Urban Design Associates and on file with the Department of Planning or any other pattern book developed for and approved by the city and maintained by the Department of Planning for use in the vicinity of the lot.

EXHIBIT O

4-13.4 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

	Permitted Use	Minimum Lot Area	Minimum Lot Area Per Unit	Minimum Lot Width Per Structure	Minimum Lot Width
(a)	Principal Permitted Uses				
	Single-Family	5,000 sq. ft.	5,000 sq. ft.	50 ft.	50 ft.
	Residential – Semi-Detached Dwelling [2]	2,500 sq. ft.	2,500 sq. ft.	25 ft.	25 ft.
	Two-Family	5,000 sq. ft.	2,500 sq. ft.	25 ft.	50 ft.
	Townhouse [2]	6,000 sq. ft.	2,000 sq. ft.	20 ft.	60 ft.
	Multi-Family	10,000 sq. ft.	1,800 sq. ft.	100 ft.	100 ft.
(b)	Other Permitted Uses				
	Congregate Housing	20,000 sq. ft.	600 sq. ft.	100 ft.	100 ft.
	Governmental Operations (non-industrial)	None	—	None	None
	Utility Facility	None	—	None	None
(c)	Special Exception Uses				
	Recreation Center, Community (private)[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Recreation Center, Community (public) [1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Religious Institution[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Day Care Center	10,000 sq. ft.	—	75 ft.	75 ft.
	Fraternity and Sorority House	10,000 sq. ft.	60 sq. ft.	75 ft.	75 ft.

Notes:

[1] Maximum lot coverage for Recreation Center, Community (private) and Recreation Center, Community (public) is 45 percent (45%); for Religious Institution is 65 percent (65%).

[2] Lots narrower than the minimum lot width per structure set forth in this table may be permitted in certain character districts by special exception and such lots may be required to have a certain minimum lot width to be eligible for special exception review and approval, as set forth in Table 4-A, below.

EXHIBIT P

4-14.4 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

	Permitted Use	Minimum Lot Area	Minimum Lot Area Per Unit	Minimum Lot Width Per Structure	Minimum Lot Width
(a)	Principal Permitted Uses				
	Single-Family	5,000 sq. ft.	5,000 sq. ft.	50 ft.	50 ft.
	Residential – Semi-Detached Dwelling [2]	2,500 sq. ft.	2,500 sq. ft.	25 ft.	25 ft.
	Two-Family	5,000 sq. ft.	2,500 sq. ft.	25 ft.	50 ft.
	Townhouse [2]	6,000 sq. ft.	2,000 sq. ft.	20 ft.	60 ft.
	Multi-Family	10,000 sq. ft.	1,333 sq. ft.	100 ft.	100 ft.
(b)	Other Permitted Uses				
	Congregate Housing	20,000 sq. ft.	600 sq. ft.	100 ft.	100 ft.
	Governmental Operations (non-industrial)	None	—	None	None
	Utility Facility	None	—	None	None
(c)	Special Exception Uses				
	Recreation Center, Community (private)[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Recreation Center, Community (public)[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Religious Institution[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Day Care Center	10,000 sq. ft.	—	75 ft.	75 ft.
	Fraternity and Sorority House	10,000 sq. ft.	60 sq. ft.	75 ft.	75 ft.

Notes:

[1] Maximum lot coverage for Recreation Center, Community (private) and Recreation Center, Community (public) is 45 percent (45%); for Religious Institution is 65 percent (65%).

[2] Lots narrower than the minimum lot width per structure set forth in this table may be permitted in certain character districts by special exception and such lots may be required to have a certain minimum lot width to be eligible for special exception review and approval, as set forth in Table 4-A, below.

EXHIBIT R

4-15.4 *Minimum lot area and lot width.* The minimum lot areas and lot widths permitted in this district are as follows:

	Permitted Use	Minimum Lot Area	Minimum Lot Area Per Unit	Minimum Lot Width Per Structure	Minimum Lot Width
(a)	Principal Permitted Uses				
	Single-Family	5,000 sq. ft.	5,000 sq. ft.	50 ft.	50 ft.
	Residential – Semi-Detached Dwelling [2]	2,500 sq. ft.	2,500 sq. ft.	25 ft.	25 ft.
	Two-Family	5,000 sq. ft.	2,500 sq. ft.	25 ft.	50 ft.
	Townhouse [2]	6,000 sq. ft.	2,000 sq. ft.	20 ft.	60 ft.
	Multi-Family	10,000 sq. ft.	1,000 sq. ft.	100 ft.	100 ft.
(b)	Other Permitted Uses				
	Congregate Housing	20,000 sq. ft.	600 sq. ft.	100 ft.	100 ft.
	Governmental Operations (non-industrial)	None	—	None	None
	Utility Facility	None	—	None	None
(c)	Special Exception Uses				
	Recreation Center, Community (private)[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Recreation Center, Community (public)[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Religious Institution[1]	20,000 sq. ft.	—	100 ft.	100 ft.
	Day Care Center	10,000 sq. ft.	—	75 ft.	75 ft.
	Fraternity and Sorority House	10,000 sq. ft.	60 sq. ft.	75 ft.	75 ft.

Notes:

[1] Maximum lot coverage for Recreation Center, Community (private) and Recreation Center, Community (public) is 45 percent (45%); for Religious Institution is 65 percent (65%).

[2] Lots narrower than the minimum lot width per structure set forth in this table may be permitted in certain character districts by special exception and such lots may be required to

have a certain minimum lot width to be eligible for special exception review and approval, as set forth in Table 4-A, below.

EXHIBIT S

4-16.4 *Minimum lot area and lot width.* The minimum lot areas and minimum lot widths permitted in the district shall be as follow:

Permitted Use	Minimum Lot Area	Minimum Lot Area Per Unit	Minimum Lot Width Per Unit	Minimum Lot Width
Residential – Semi-Detached Dwelling [1]	2,500 sq. ft.	2,500 sq. ft.	25 ft.	25 ft.
Single-family	3,500 sq. ft.	3,500 sq. ft.	—	35 ft.
Single-family with auxiliary structure	5,000 sq. ft.	—	25 ft.	50 ft.
Townhouse [1]	6,000 sq. ft.	2,000 sq. ft.	20 ft.	60 ft.

Note:
[1] Lots narrower than the minimum lot width per unit set forth in this table may be permitted in certain character districts by special exception and such lots may be required to have a certain minimum lot width to be eligible for special exception review and approval, as set forth in Table 4-A, below.

EXHIBIT T

RESIDENTIAL DISTRICTS
TABLE 4-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS																COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
RESIDENTIAL USES																	
Congregate Housing											P	P	P	P	P		
Day Care Home - large lot (maximum of 9 children)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Minimum lot area of 6,000 sq. ft. required Subject to the requirements of § 4-0.5 Day care home
Day Care Home - small lot (maximum of 9 children)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		Minimum lot area of 5,000 sq. ft. required Subject to the requirements of § 4-0.5 Day care home
Day Care Home (more than 9 children)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		Minimum lot area of 10,000 sq. ft. required Maximum of 12 children; Subject to the requirements of § 4-0.5 Day care home and § 25-10.2.2 Day care home

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS																COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
Dormitory											S	S	S	S	S		
Fraternity/Sorority House											S	S	S	S	S		
Multi-Family (3-6 units)											P	P	P	P	P		
Multi-Family (7 or more units)											S	S	P	P	P		
Rooming House											S	S	S	S	S		Subject to the requirements of City Code § 22-27 – 34
Semi-Detached Dwelling											P	P	P	P	P	P	Lot must be a minimum of 25 feet in width
Semi-Detached Dwelling (on lots equal to or greater than 16 but less than 25 feet in width)													S	S	S	S	Only allowed in the Traditional and Downtown character district
Single-Family	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	Auxiliary units allowed in UR District by special exception; subject to the requirements of § 4-16
Townhouse										P			P	P	P	P	Lot must be a minimum of 20 feet in width

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS																COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
Townhouse (on lots equal to or greater than 16 but less than 20 feet in width)										S			S	S	S	S	Only allowed in the Traditional and Downtown character district
Townhouse (on lots less than 16 feet in width)										S			S	S	S	S	Only allowed in the Downtown character district
Two-Family											P	P	P	P	P		
COMMERCIAL USES																	
Bed and Breakfast Home											S	S	S	S			Subject to the requirements of § 25-10.10 Bed and Breakfast
PUBLIC AND CIVIC USES (Sites < 1 Acre)																	
Community Dock	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care Center, Adult											S	S	S	S	S		
Day Care Center, Child											S	S	S	S	S		Subject to the requirements of § 25-10.2 Day care center
Day Care Center, Child (only as accessory uses to nonresidential uses)	S	S	S	S	S	S	S	S	S	S							Subject to the requirements of §25-10.2 Day care center; on lots at least 20,000 square feet in area

LAND USES P = Permitted Use S = Special Exception Use	RESIDENTIAL DISTRICTS																COMMENTS
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	R-11	R-12	R-13	R-14	R-15	UR	
Governmental Operations (non-industrial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation Center, Community (Private)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Maximum lot coverage is 45%
Recreation Center, Community (public)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Maximum lot coverage is 45%
Religious Institution	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Maximum lot coverage is 65%
Utility Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Yacht Club/Country Club	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	

EXHIBIT U

TABLE 4-B
YARD REQUIREMENTS RESIDENCE DISTRICTS
(In Linear Feet)

District	Residential Uses	Front Yard	Corner Side Yard[3]	Interior Side Yard[3]	Rear Yard
R-1	Single-Family	Avg./25[1]	25	10	25
R-2	Single-Family	Avg./25[1]	25	10	25
R-3	Single-Family	Avg./25[1]	25	10	25
R-4	Single-Family	Avg./25[1]	25	10	25
R-5	Single-Family	Avg./25[1]	10	10	25
R-6	Single-Family	Avg./25[1]	10	5	25
R-7	Single-Family	Avg./25[1]	10	5	25
R-8	Single-Family	Avg./25[1]	10	5	25
R-9	Single-Family	Avg./25[1]	10	3	25
R-10 through R-15 and UR	Townhouse or Semi-Detached Dwelling (located in Traditional or Downtown character district)	Minimum = 5 Maximum = 12	10	5	20
R-10 through R-15 and UR	Townhouse or Semi-Detached Dwelling (located in Suburban character district)	Minimum = 10 Maximum = 15[5]	10	10[6][7]	20

R-11	Single-Family and Two-Family (lots at least 50 feet in width)	20	10	5	25
R-11	Single-Family (lots less than 50 feet in width)	20	10	3.5	25
R-11	Multi-Family—Moderate Density	20	10	10[4]	25
R-12	Single-Family and Two-Family (lots at least 50 feet in width)	20	10	5	20
R-12	Single-Family (lots less than 50 feet in width)	20	10	3.5	20
R-12	Multi-Family—Medium Density	20	10	10[4]	20
R-13	Multi-Family—Moderately High Density	20	10	10[2]	25
R-14	Multi-Family—High Density	20	10	10[2]	25
R-15	Multi-Family—High Density	20	10	10[2]	25
UR	Single-Family (with or without auxiliary structure)	15	5	3.5	5
	Nonresidential Uses				
	Recreation Center, Community (private)	25	10	25	25
	Recreation Center, Community (public)	25	10	25	25
	Congregate Housing	20	10	10	25
	Park	None	None	None	None
	Religious Institution	25	10	25	25

	Day Care Center, Child	25	10	25	25
	Day Care Center, Adult	25	10	25	25
	Dormitory	20	10	10	25
	Fraternity/Sorority House	20	10	10	25
	Utility Facility	20	10	10	25
	Governmental Operations (non-industrial)	20	10	10	25

Notes:

(1) Front yard requirements may be the average of the existing front yards on adjacent properties; however, in no case shall such front yard be required to be more than twenty-five (25) feet. If there are no structures on an adjacent zoning lot the required front yard of that zoning lot shall be twenty-five (25) feet.

(2) The required interior yard shall be five (5) feet for single-, semi-detached and two-family residences.

(3) On nonconforming residential lots which are less than 40 feet in width, side yards or corner side yards not less than three (3) feet shall be provided.

(4) Side yards shall have a combined width of not less than thirty (30) feet, and there shall be at least ten (10) feet of space between buildings on the same site.

(5) Upon consideration and approval of a special exception requesting such, these minimum and maximum dimensions for the required front yard of any townhouse or semi-detached dwelling located in the Suburban character district may be modified.

(6) Whenever the interior yard abuts a residential zoning district that requires less than a ten (10) foot interior side yard, the interior side yard required for the townhouse or semi-detached dwelling may be reduced to match the interior side yard requirement of the abutting residential zoning district.

(7) The required interior yard located at the ends of any joined set of townhouses or semi-detached dwellings shall be five (5) feet.

EXHIBIT V

SPECIAL PURPOSE DISTRICTS
TABLE 10-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS														COMMENTS
	IN-1	IN-2	MHP	GA	OSP	MI	UV	EBH	OVR	CA	43rd-RV	TOD-C	TOD-S	G-1	
RESIDENTIAL USES															
Congregate Housing	P	P										S	S		
Dormitory		P					P								
Fraternity, Sorority House		P					P					S			
Manufactured Home			P												
Mixed Uses							P	P				P	P	P	
Multi-Family (3-6 units)							P	P	P			P	P	P	TOD-C and TOD-S: using the standards of the R-14 District
Multi-Family (7 or more units)							P	P	P	P		P	S	P	TOD-C and TOD-S: using the standards of the R-15 District
Nursing Home	P	P													
Semi-Detached Dwelling												S	S		
Single-Family									P				P		TOD-C and TOD-S: using the standards of the R-8 District
Townhouse							P	P			P	P	P	P	TOD-C and TOD-S: using the standards of the R-10 District

LAND USES	DISTRICTS														
P = Permitted Use S = Special Exception Use	IN-1	IN-2	MHP	GA	OSP	MI	UV	EBH	OVR	CA	43rd-RV	TOD-C	TOD-S	G-1	COMMENTS
Two-Family												S	S		
OFFICE USES															
Laboratory		P					P					P			
Office	P	P		P			P	P				P	P	P	
Office, Contractor (no exterior storage)														P	
Office/Clinic, Medical		P					P	P				P	P	P	
Office, Veterinary												P	P		Without outdoor kennels or runs
COMMERCIAL USES															
After Hours Membership Organization												S	S		
Art Gallery							P	P				P	P	P	
Auction House															
Automobile and Truck Rental				P										S	
Automobile and Truck Repair														S	Subject to the requirements of § 25-10.3 Automobile repair and gas station
Bed and Breakfast												P	P		Subject to the requirements of §25-10.10, Bed and breakfast
Building Materials Sales and Distribution															

LAND USES	DISTRICTS														
P = Permitted Use S = Special Exception Use	**IN-1**	**IN-2**	**MHP**	**GA**	**OSP**	**MI**	**UV**	**EBH**	**OVR**	**CA**	**43rd-RV**	**TOD-C**	**TOD-S**	**G-1**	**COMMENTS**
Car Wash				S											
Commercial Drive-Through							S							S	Subject to the requirements of § 25-10.8 Commercial drive-through facility
Convenience Store, 24-Hours (no fuel sales)				P* S**			S	S				S	S		GA: *Permitted Use within terminal complex only, **Special Exception Use outside terminal complex
Eating and Drinking Establishment	S	S		S	S		S	S				S	S	S	Subject to the requirements of § 25-10.1 Adult uses
Eating Establishment	P	P		P	P		P	P				P	P	P	
Entertainment Establishment	S	S		S	S		S	S				S	S	S	Subject to the requirements of § 25-10.1 Adult uses
Farmer's Market												P			
Financial Institution		P		P				P				P	P	P	
Flea Market, Indoor															
Funeral Home													P		
Gas Station														S	Subject to the requirements of § 25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility				P			P	P				P	S	P	

LAND USES	DISTRICTS														COMMENTS
P = Permitted Use S = Special Exception Use	IN-1	IN-2	MHP	GA	OSP	MI	UV	EBH	OVR	CA	43rd-RV	TOD-C	TOD-S	G-1	
Hotel/Motel		S		S			P					P		P	Subject to the permit requirements of Norfolk City Code chapter 22, article II (§ 22-27 et seq.)
Kennel (with no outdoor area)				P											
Marina (with or without boat repair)								P							
Mini-Warehouse													S		
Recreation Center, Commercial				S			S					S	S		GA: Within terminal complex only
Recreational Sports, Indoor							S					P	S	P	
Recreational Sports, Outdoor					P		S								
Retail Goods Establishment		P		P			P	P				P	P	P	IN-2: limited to a pharmacy
Retail Goods Establishment (operating after midnight)				P* S**			S	S				S	S	S	GA: *Permitted Use within terminal complex only, **Special Exception Use outside terminal complex
Retail Services Establishment		P		P			P	P				P	P	P	IN-2: limited to medical supplies and equipment

LAND USES	DISTRICTS														COMMENTS
P = Permitted Use S = Special Exception Use	**IN-1**	**IN-2**	**MHP**	**GA**	**OSP**	**MI**	**UV**	**EBH**	**OVR**	**CA**	**43rd-RV**	**TOD-C**	**TOD-S**	**G-1**	
Retail Services Establishment (operating after midnight)				P* S**			S	S				S	S	S	GA: *Permitted Use within terminal complex only, **Special Exception Use outside terminal complex
Sale of Alcoholic Beverages for Off-Premise Consumption		S	S	S	S		S	S				S	S	S	Subject to the requirements of § 25-10.1 Adult uses
Studio, Arts							P					P	P		
Studio, Dance							P					P	P	P	
Taxicab Operation				S											
Theater	P						P					S		P	
Therapeutic Massage Facility				P											
Used Books/Media Sales				P											
Used Merchandise Sales															
Vendor		P			P										Subject to the requirements of City Code § 42 – Article I-A
PUBLIC AND CIVIC USES															
Airport				P											
Amphitheater, Arena, Stadium							P								
Boat Ramp					P										
Broadcast Studio	S	P					P							P	

LAND USES	DISTRICTS														
P = Permitted Use **S = Special Exception Use**	**IN-1**	**IN-2**	**MHP**	**GA**	**OSP**	**MI**	**UV**	**EBH**	**OVR**	**CA**	**43rd-RV**	**TOD-C**	**TOD-S**	**G-1**	**COMMENTS**
Cemetery					P										
Communication Tower (Commercial)	S	S		S	S		S	S				S	S	S	Subject to the requirements of § 25-10.5 Communication Tower
Community Dock					P										
Conference Center				P			P								GA: Permitted within terminal complex only
Correctional Facility		S													
Day Care Center, Adult	P	P					S					P	S	P	
Day Care Center, Child	P	P		S			S	S				S	S	S	Subject to the requirements of § 25-10.2 Day care center
Educational Facility, College/University		P					P					P			
Educational Facility, K-8	P	P					P					P	P		Kindergartens subject to the requirements of §25-10.2
Educational Facility, 6-12	P	P					P					P	P		
Educational Facility, Professional and Vocational	P	P					P					P			
Governmental Operations (non-industrial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Heliport		P		P											
Hospital		P													

LAND USES	DISTRICTS														COMMENTS
P = Permitted Use S = Special Exception Use	**IN-1**	**IN-2**	**MHP**	**GA**	**OSP**	**MI**	**UV**	**EBH**	**OVR**	**CA**	**43rd-RV**	**TOD-C**	**TOD-S**	**G-1**	
Library	P	P					P	P				P	P		
Membership Organization	P	P										S	S	S	
Military Installation						P									
Museum	P						P	P				P	S	P	
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation Center, Community (private)	P	P													
Recreation Center, Community (public)	P	P													
Religious Institution	P	P										S	S	S	
Utility Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
INDUSTRIAL USES															
Food Production/Processing				P											
Manufacturing, Light				P								S			
Moving and Storage				P											
Ship Chandler															
Trucking Terminal				P											
Warehouse/Wholesale				P										S	

EXHIBIT W

BROAD CREEK GATEWAY OVERLAY
TABLE 11-51-A – TABLE OF LAND USES

LAND USE	DISTRICT		COMMENTS
P = Permitted Use S = Special Exception Use	Where Underlying Zoning is Residential	Where Underlying Zoning is Nonresidential	
RESIDENTIAL USES			
Mixed Uses		P	
Single-Family	P		
OFFICE USES			
Office		P	
Office/Clinic, Medical		P	
Office, Veterinary		P	
COMMERCIAL USES			
Art Gallery		P	
Commercial Drive-Through		S	Subject to the requirements of § 25-10.8 Commercial drive-through facility
Convenience Store, 24-Hours (no fuel sales)		S	
Convenience Store, 24-Hours (with fuel sales)		S	Subject to the requirements of § 25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Eating and Drinking Establishment		S	Subject to the requirements of § 25-10.1 Adult uses
Eating Establishment		P	
Entertainment Establishment		S	Subject to the requirements of § 25-10.1 Adult uses

Financial Institution		P	
Gas Station		S	Subject to the requirements of § 25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility		P	
Retail Goods Establishment		P	
Retail Goods Establishment (operating after midnight)		S	
Retail Services Establishment		P	
Retail Services Establishment (operating after midnight)		S	
Sale of Alcoholic Beverages for Off-Premises Consumption		S	Subject to the requirements of § 25-10.1 Adult uses
Studio, Arts		P	
Studio, Dance		P	
PUBLIC AND CIVIC USES (Sites < 1 Acre)			
Day Care Center, Adult		S	
Day Care Center, Child		S	Subject to the requirements of § 25-10.2 Day care center
Governmental Operations (non-industrial)	P	P	
Museum		P	
Park	P	P	
Utility Facility	P	P	

EXHIBIT X

15-6.4 Minimum bicycle parking requirements.

...

(b) *Exemptions.*

(1) No bicycle parking spaces are required for any of the following:

(A) Any single-family dwelling or two-family dwelling.

(B) Any industrial use.

(C) Any non-residential use located on property in the D-2, D-3, or D-4 zoning districts.

(2) No short-term bicycle spaces are required for any residential use located on property in the D-2, D-3, or D-4 zoning districts.

...

EXHIBIT Y

PD-MU EAST BEACH
Table 27-22-A — TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	DISTRICT PD-MU East Beach	COMMENTS
RESIDENTIAL USES		
Mixed Use	P	
Multi-Family (3 to 6 units)	P	
Multi-Family (more than 7 units)	P	
Semi-Detached Dwelling	P	
Single-Family	P	
Townhouse	P	
Two-Family	P	
OFFICE USES		
Office	P	
Office/Clinic, Medical	P	
COMMERCIAL USES		
Art Gallery	P	
Bed and Breakfast	P	Maximum of 5 permitted by-right. Any additional require a Special Exception – subject to the requirements of §25-10.10, Bed and breakfast
Boat Sales and Services	P	
Commercial Drive-Through	S	Subject to the requirements of § 25-10.8 Commercial drive-through facility

LAND USES	DISTRICT	COMMENTS
P = Permitted Use **S = Special Exception Use**	**PD-MU East Beach**	
Eating Establishment	P	
Eating and Drinking	S	Subject to the requirements of § 25-10.1 Adult uses
Entertainment Establishment	S	Subject to the requirements of § 25-10.1 Adult uses
Farmer's Market	P	
Financial Institution	P	
Funeral Home	S	
Gas Station	S	Subject to the requirements of § 25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility	P	
Hotel/Motel	S	Subject to the permit requirements of Norfolk City Code chapter 22, article II (§ 22-27 et seq.)
Personal Watercraft Rental	S	Subject to the requirements of § 25-10.6 Rental of personal watercraft
Recreation Center, Commercial	S	
Recreational Sports, Indoor	S	
Recreational Sports, Outdoor	S	
Retail Goods Establishments	P	
Retail Services Establishments	P	
Sale of Alcoholic Beverages for Off-Premises Consumption	S	Subject to the requirements of § 25-10.1 Adult uses
Studio, Arts	P	
Studio, Dance	P	
Theater	S	
PUBLIC AND CIVIC USES (Sites < 1 Acre)		
Broadcast Studio	S	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICT PD-MU East Beach	COMMENTS
Communication Tower (commercial)	S	Subject to the requirements of § 25-10.5 Communication Towers
Day Care Center Adult	P	
Day Care Center, Child	P	
Educational Facility, College/University	S	
Educational Facility, K-8	P	
Educational Facility, 6-12	P	
Governmental Operations (non-industrial)	P	
Membership Organization	S	
Museum	S	
Park	P	
Recreation Center, Community (private)	P	
Recreation Center, Community (public)	P	
Religious Institution	S	
Utility Facility	P	

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **General Plan amendment to support community efforts to address the need for recreation and open space, property maintenance and informed land use decisions in the Greater Wards Corner area**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-2

I. **Staff Recommendation: Approval.**

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval.**

III. **Request:** To amend *plaNorfolk2030* to modify actions to support community efforts in the Greater Wards Corner Area.

IV. **Applicant: City Planning Commission**

V. **Description:**

- The proposed plan amendment will add actions to ensure proper maintenance of City acquired properties as well as guidance to pursue short term recreation opportunities for these properties until desirable long term uses are possible.
- The proposed plan amendment will also add an action calling for the evaluation of land use changes in light of current and future transportation options.
- The proposed plan amendment will add an action to pursue opportunities for passive and active recreation space, landscaping, and trees throughout Wards Corner.

Staff point of contact: Paula M. Shea 664-4772, paula.shea@norfolk.gov.

Attachments:

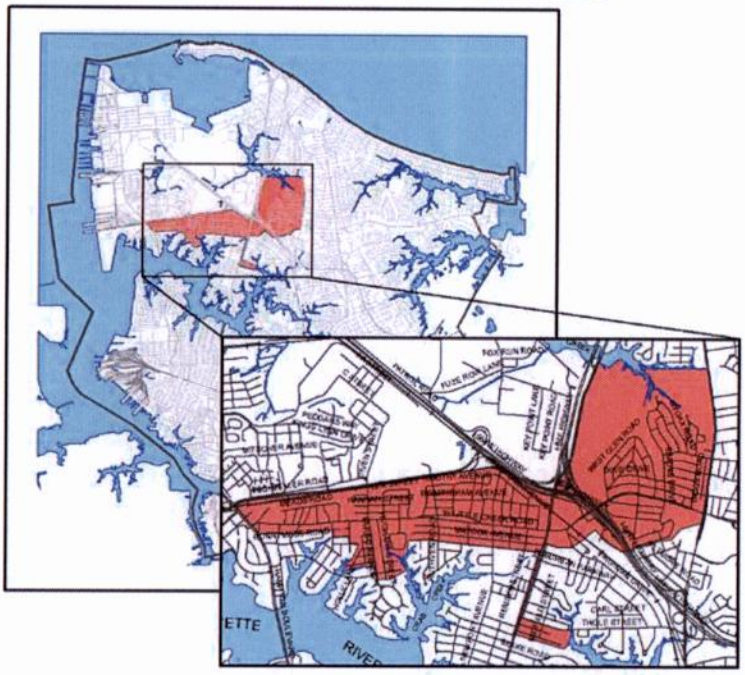
- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Paula M. Shea, AICP (PS)

Staff Report	Item No. 1	
Applicant	City Planning Commission	
Request	General Plan Amendment	Amend *plaNorfolk2030* to modify actions to support community efforts in the Greater Wards Corner Area.

Greater Wards Corner Area



A. Summary of Request

- This agenda item is to amend *plaNorfolk2030* to support community efforts to address the need for recreation and open space, property maintenance and informed land use decisions in the Greater Wards Corner area.
  - The proposed plan amendment will add actions to ensure proper maintenance of City acquired properties as well as guidance to pursue short term recreation opportunities for these properties until desirable long term uses are possible.
  - The proposed plan amendment will also add an action calling for the evaluation of land use changes in light of current and future transportation options.

- The proposed plan amendment will add an action to pursue opportunities for passive and active recreation space, landscaping, and trees throughout Wards Corner.

- In an effort to address blight, the City and NRHA have been acquiring property in Denby Park resulting in an aggregation of publicly-owned vacant land.
- The plan for the Greater Wards Corner Area calls for a mix of residential and commercial uses on this property, but the community wanted to confirm that this was still the correct vision for the area.
  - The City held a Greater Wards Corner and Denby Park Community Visioning exercise on October 19, 2015.
  - While there was no clear consensus on a new vision for Denby Park, participants agreed that the City-acquired property should be well maintained and that the community should pursue passive and active recreation partnerships on the City-owned property in the short term until more permanent uses are identified.
  - In addition, participants agreed that all of Wards Corner needs "greening up."
- Staff discussed potential *plaNorfolk2030* revisions to address the issues raised at the community meeting with the Wards Corner Task Force and the Denby Park Civic League during which staff was directed to move forward with the proposed amendments.

B. Plan Consistency

The preparation of amendments such as these is directly in keeping with Neighborhood Goal 4, Outcome 4.1 calling for the preparation of plans in areas experiencing or in need of change. One outcome of the community meeting was an understanding that if there are any significant changes to transportation in Wards Corner, such as light rail transit, a new area plan would be needed.

C. Financial Impact

The actions being added to *plaNorfolk2030* will require some budget expenditure on the part of the City to pursue passive or active recreation opportunities, add landscaping and continued maintenance of City-owned property.

D. Traffic Impact

The impact of the proposed amendments on the City's transportation network should be minimal.

E. Impact on the Environment

The impact of the proposed amendments on the City's environment should be positive with the potential addition of green space.

F. Communication Outreach/Notification

- The Planning Department hosted a Community Visioning Exercise for Greater Wards Corner and Denby Park on October 19, 2015.
- Staff presented the results from the Community Visioning Exercise to the Wards Corner Task Force on November 12, 2015.

- Staff presented the proposed *plaNorfolk2030* text amendments to the Denby Park Civic League on April 18, 2016 and to the Wards Corner Task Force on May 12, 2016.
- Legal notification was placed in *The Virginian-Pilot* on June 8, 2016 and June 15, 2016.
- This amendment has been coordinated with the Departments of Recreation, Parks and Open Space, Public Works and Neighborhood Development.

G. Recommendation

Staff recommends that the requested amendments to *plaNorfolk2030* be **approved.**

Attachments:

Proposed text
Proposed implementation table

Proponents and Opponents

Proponents
None

Opponents
None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO ADD NEW ACTION ITEMS FOR THE WARDS CORNER AREA PLAN TO SUPPORT IDENTIFIED COMMUNITY GOALS.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the general plan of Norfolk, plaNorfolk2030, is hereby amended so as to add new action items for the Wards Corner Area Plan to support community goals of addressing a need for recreational open space, property maintenance, and evaluation of land use decisions in light of current and future transportation options. The changes to be made to the General Plan are as follow:

(a) In Chapter 3, "Creating and Maintaining Healthy and Vibrant Neighborhoods," revise Action N5.1.12 to read as follows:

Action N5.1.12. Continue to implement the following actions for the Greater Wards Corner area.

- N5.1.12(a). Identify and pursue acquisition and demolition of properties on both sides of East Little Creek Road.
- N5.1.12(b). Ensure proper maintenance of City acquired properties.
- N5.1.12(c). Pursue opportunities for passive and active recreation in partnership with the community on City-owned properties in Denby Park for short term use.
- N5.1.12(d). Encourage townhomes and market-rate rentals in residentially-designated areas along East Little Creek Road.
- N5.1.12(e). Evaluate land use changes fully considering current and future transportation

opportunities.

- N5.1.12(f). Support relocation of the head-in parking in the Titustown retail area in order to facilitate streetscape improvements and the use of the parking lots located at the rear of the retail buildings.
- N5.1.12(g). Support the redevelopment of commercial properties at the intersection of Granby Street and Little Creek Road.
- N5.1.12(h). Continue to monitor traffic conditions at the intersection of East Little Creek Road and Virginian Drive to ensure that appropriate traffic conditions are maintained.
- N5.1.12(i). Consolidate and relocate points of access in the commercial areas along Granby Street and Little Creek Road.
- N5.1.12(j). Improve pedestrian and bicycle connections throughout Wards Corner, especially to and in the commercial areas.
- N5.1.12(k). Pursue opportunities to add passive and active recreation space, landscaping, and trees throughout the Wards Corner area.

(b) In Chapter 13, "Implementing plaNorfolk2030," amend the table to include the information shown in the exhibit attached hereto and marked as "Exhibit A."

Section 2:- The Council hereby finds that this general plan amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 3:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (1 page)

Table IP-1. Implementation Matrix

Exhibit A

IMPLEMENTATION ITEM		ACTION	LEAD RESPONSIBILITY	TIMEFRAME FOR COMPLETION	COST CATEGORY	COMMENTS
Neighborhoods Goal 5. Continue the implementation of area plans.						
Outcome N5.1. Support for the following actions in designated areas.	N5.1.14	Continue to implement the following actions for the Greater Wards Corner area.				
	Greater Wards Corner	N5.1.14(a). Identify and pursue acquisition and demolition of properties on both sides of East Little Creek Road.	Development; GS; ND	Long-Term	Several Million	
		N5.1.12(b). Ensure proper maintenance of City acquired properties.	RPOS	Ongoing	Existing Resources	
		N5.1.12(c). Pursue opportunities for passive and active recreation in partnership with the community on City-owned properties in Denby Park for short term use.	RPOS; ND	Immediate	Existing Resources	Private partners would be asked to bring resources
		N5.1.14(d). Encourage townhomes and market-rate rentals in residentially-designated areas along East Little Creek Road.	Planning	Ongoing	Existing Resources	
		N5.1.12(e). Evaluate land use changes fully considering current and future transportation opportunities.	Planning; Development	Ongoing	Existing Resources	
		N5.1.14(f). Support relocation of the head-in parking in the Titustown retail area in order to facilitate streetscape improvements and the use of the parking lots located at the rear of the retail buildings.	PW; Planning	Ongoing	Existing Resources	
		N5.1.14(g). Support the redevelopment of commercial properties at the intersection of Granby Street and Little Creek Road.	Development; Planning	Immediate	$250,000 to $1 Million	
		N5.1.14(h). Continue to monitor traffic conditions at the intersection of East Little Creek Road and Virginian Drive to ensure that appropriate traffic conditions are maintained.	PW	Ongoing	Existing Resources	
		N5.1.14(i). Consolidate and relocate points of access in the commercial areas along Granby Street and Little Creek Road.	PW; Planning	Ongoing	Existing Resources	
		N5.1.14(j). Improve pedestrian and bicycle connections throughout Wards Corner, especially to and in the commercial areas.	PW; Planning	Immediate	*	Part of work program for T1.3.5.
		N5.1.12(k). Pursue opportunities to add passive and active recreation space, landscaping, and trees throughout the Wards Corner area.	RPOS	Ongoing	$250,000 to $1 Million	

* Cost for this action included in another action as noted under comments.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Zoning Text Amendment to section 24-6, "Standards for conditional zoning map amendments" of the Zoning Ordinance to modify language applicable to conditional zoning map amendments for residential development as a result of changes to state law.**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-3**

I. **Staff Recommendation:** **Approval**.

II. **Commission Action:** By a vote of **6 to 0**, the Planning Commission recommends **Approval.**

III. **Request:** The 2016 session of the Virginia General Assembly adopted, and the Governor signed, substantial new limitations on the ability of localities to accept proffers for any rezoning applications. As a result, on July 1, 2016, every locality will thereafter be prohibited from accepting or suggesting any "unreasonable" proffer as part of a rezoning related to a residential development. The request would remove the city's ability to accept proffers and provides the most effective and comprehensive approach to eliminating all unlawful proffers.

IV. **Applicant:** **City Planning Commission**

V. **Description:** The new state law restrictions on proffers contain several provisions which make it exceedingly difficult and expensive to devise a process that keeps out unreasonable proffers. Staff from City Planning and the City Attorney's propose amending the zoning text to not allow the acceptance of any proffers for residential development. As a result, all residential rezonings will be required to be analyzed based on the application complying with *plaNorfolk2030* and not the inducements which may or may not be offered.

VI. **Historic Resources Impacts**
N/A

VII. Public Schools Impacts

N/A

Staff point of contact: Matthew Simons at 664-4750, matthew.simons@norfolk.gov

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated June 23, 2016 with attachments
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016

Executive Secretary: George M. Homewood, FAICP, CFM GS

Planner: Robert J. Tajan, AICP, CFM RJT

Staff Report	**Item No. 3**	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Zoning text amendment to section 24-6, "Standards for conditional zoning map amendments" of the *Zoning Ordinance* to modify language applicable to conditional zoning map amendments for residential development as a result of changes to state law.

A. Summary of Request

The 2016 session of the Virginia General Assembly adopted, and the Governor signed, substantial new limitations on the ability of localities to accept proffers for any rezoning applications. As a result, on July 1, 2016, every locality will thereafter be prohibited from accepting or suggesting any "unreasonable" proffer as part of a rezoning related to a residential development. The request would remove the city's ability to accept proffers and provides the most effective and comprehensive approach to eliminating all unlawful proffers.

B. Plan Consistency

The proposed changes to the *Zoning Ordinance* is neither consistent nor inconsistent with the policies of *plaNorfolk2030*.

C. Zoning Analysis

The new state law restrictions on proffers contain several provisions which make it exceedingly difficult and expensive to devise a process that keeps out unreasonable proffers but permits reasonable ones. These include:

- *Most proffers are off-site proffers*. The new statute has a multi-part test for determining which off-site proffers are lawful, while the process for on-site proffers is less difficult. However, the definition of "off-site proffer" is broad and encompasses nearly all proffers, including nearly all of the ones that have been typical in Norfolk rezonings. In light of the amount of information and study that would be needed to evaluate compliance, most applications which contain an off-site proffer would not satisfy all of the required tests. The following checklist presents a simplified version of the process for determining which proffers are lawful:

(1) Does the proffer address an impact that is specifically attributable to the proposed activity on the residentially zoned property that is being applied for?
   (a) If NO, stop. The proffer is unacceptable. (to meet definition of either "onsite proffer" or "offsite proffer at § 15.2-2303.4(A), and fails § 15.2-2303.4(C)(i))
   (b) If YES, continue.

(2) Does the proffer address at least one impact outside the boundaries of the residentially zoned property that is the subject of the application?
   (a) If NO, stop. The proffer is acceptable. (satisfies § 15.2-2303.4(C)(i))
   (b) If YES, continue.

(3) Does the proffer address an impact to an offsite road, transit-related improvement, police station, fire station, hospital, school, or recreational facility?
   (a) If NO, stop. The proffer is unacceptable. (fails § 15.2-2303.4(C)(ii))
   (b) If YES, continue.

(4) Does the activity being applied for create a need, or an identifiable portion of a need, for a new or expanded road, transit-related improvement, police station, fire station, hospital, school, or recreational facility in excess of the capacity of the facility that exists at the time of the application?
   (a) If NO, stop. The proffer is unacceptable. (fails § 15.2-2303.4(C)(ii)(a))
   (b) If YES, continue.

(5) Does each of the activities proposed for the residentially zoned property receive a direct and material benefit from the proffer?
   (a) If NO, stop. The proffer is unacceptable. (fails § 15.2-2303.4(C)(ii)(b))
   (b) If YES, stop. The proffer is acceptable. (satisfies all applicable requirements of § 15.2-2303.4)

Please note that if logic has to be twisted in order to satisfy the tests above, it is almost certain that the proffer is much more likely to be found unacceptable than not.

- *Unlawful proffers can be challenged at any time.* Once an unreasonable proffer has been accepted, the new statute gives the property owner 30 days to appeal to court to have the illegality corrected. After that time, the owner (or any subsequent owner) can apply for a rezoning to remove the proffer. If the application is denied so that the proffer remains in place, the 30-day clock starts over. This means that any proffer can be alleged at any time to be unlawful and challenged.

- *The appeal process is designed to favor the property owner.* The new statute creates legal presumptions so that courts reviewing a rezoning decision must assume that the illegal proffer was the basis for the decision. Furthermore, the costs and attorneys' fees for any successful appeal must be paid by the locality. These changes make it more difficult for the locality to defend a zoning decision.

- *The appeal process can remove proffers found to be illegal while keeping the underlying rezoning in place.* The very conditions that allowed the Planning Commission and City Council to approve a proposed residential rezoning may be removed by the court without

returning the application to City Council for further consideration as has been the case up until now. Thus, it is a better and more certain process to consider only straightforward residential zoning applications with no conditions.

- *Costs exceed the benefits.* The costs and uncertainties associated with determining which proffers are unreasonable and, therefore, illegal are considerable. Nearly all of those costs would be borne by the City. Yet the benefits of the proffer process are generally shared by the developer and the immediate neighborhood. Given the considerable increase in costs that are imposed by the new statute, with no commensurate increase in benefits to the public, it now appears that the costs exceed the benefits so significantly that the conditional zoning process for residential development will no longer be viable. The proposed text amendment eliminates this process for residential uses and developments and, thereby, eliminates any prospect of accepting illegal proffers.

- *Applicable date of state law.* The state law amendment, which clarifies what would be considered an unreasonable proffer, will be effective on July 1, 2016.

- *Residential rezoning analysis.* All residential rezonings will now be analyzed solely on the proposed applications compliance with *plaNorfolk 2030*. Any proffers that may be offered by the applicant will not be accepted for all applications submitted after July 1, 2016. Typical residential proffers that will no longer be accepted are the design of the buildings, area and width of lots, and location of primary entrances.

D. Transportation Impacts
N/A

E. Historic Resources Impacts
N/A

F. Public Schools Impacts
N/A

G. Environmental Impacts
N/A

H. AICUZ Impacts
N/A

I. Surrounding Area/Site Impacts
Proffers that deal with design or layout for residential buildings will no longer be permitted.

J. Payment of Taxes
N/A

K. Civic League

N/A

L. Coordination

This application and the draft language have been coordinated with the City Attorney Office.

M. Communication Outreach/Notification

Legal notification was placed in *The Virginian-Pilot* on June 9 and 16.

N. Recommendation

While some have pointed out the perceived negatives regarding having to give up the inducements previously offered as part of residential rezoning requests, staff is of the opinion that, instead, it is a benefit to having the City's comprehensive plan be the primary driver of whether a rezoning should or should not be approved. Perhaps too often of late, the discussion has centered on the quality of quantity of the inducements instead of how the proposal comports with the comprehensive plan. Accordingly, staff recommends that the text amendment request be **approved.**

Attachments:

Proposed text

Proffer Statute Outline

Proponents and Opponents

Proponents
None

Opponents
None

06/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 24-6 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO CONFORM TO NEW RESTRICTIONS IMPOSED BY STATE LAW RELATED TO ANY CONDITIONAL REZONING FOR A RESIDENTIAL USE IN A RESIDENTIAL DISTRICT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That Section 24-6 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Standards for conditional zoning map amendments," is hereby amended and reordained so as to revise the process for applications seeking a conditional rezoning to conform to new restrictions imposed by state law related to any conditional rezoning for a residential use in a residential district. The text shall read as set forth in "Exhibit A," attached hereto.

Section 2:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 3:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (2 pages)

EXHIBIT A

24-6 Standards for conditional zoning map amendments.

24-6.1 *Intent*. It is the intent of this section, in conformance with section 15.2-2296 of the Code of Virginia, to provide a flexible and adaptable zoning method through conditional zoning, whereby a zoning reclassification may be allowed subject to certain conditions proffered by the applicant for the protection of the community that are not generally applicable to land similarly zoned. The provisions of this section shall not be used for the purpose of discrimination in housing.

24-6.2 *Conditions as part of an amendment to the zoning map*. The regulations of this section 24-6 permit voluntary proffering in writing, by the owner, of reasonable conditions, prior to public hearings before the planning commission and the city council, in addition to the regulations provided for the Zoning District, as a part of a rezoning or amendment to the zoning map. Such proffers and amendments shall only be permitted as follows:

(a) *Residential development*. No proffer shall be submitted or accepted for any use or development on any property that is proposed, as part of a rezoning application, to be zoned for either single-family or multifamily housing. If an application for rezoning is submitted with proffered conditions and the property is proposed for either single-family or multifamily housing, then the proffer shall be stricken and the applicant may elect to withdraw the application or else proceed with the rezoning without any conditions. If the applicant fails to make an election after being notified that that application does not comply with this provision, then the application shall be deemed incomplete.

(b) *All development other than residential development*. On any property that is proposed, as part of a rezoning application, to be zoned for any use other than either single-family or multifamily housing, proffered conditions may be proposed when all of the following criteria are satisfied:

(1) The rezoning itself shall give rise for the conditions.

(2) Such conditions shall have a reasonable relation to the rezoning.

(3) Such conditions shall not include a cash contribution to the city.

(4) Such conditions shall not include the mandatory dedication of property for public facilities not otherwise provided for in section 15.2-2241 or 15.2-2242 of the Code of Virginia.

(5) Such conditions shall not include payment for or construction of off-site improvements except those provided for in section 15.2-2241 or 15.2-2242 of the Code of Virginia.

(6) No condition shall be proffered that is not related to the physical development or physical operation of the property.

(7) All such conditions shall be in conformity with the comprehensive plan as defined in section 15.2-2223 of the Code of Virginia.

(c) *Limitations on city staff involvement*. No employee or agent of the city is or shall be authorized to suggest, request, recommend, or require any proffer condition or portion of a proffer condition submitted as part of a rezoning application. This prohibition shall not prevent any such person from providing copies of public documents that contain proffered conditions which may be requested by an applicant.

(d) *Proffer sheet shall be in writing*. The initial written statement of the proffered conditions, with any supporting materials, shall be signed by the owner and attached to the petition for amendment at the time of filing for the public hearing before the planning commission. The proffered conditions shall be explained fully by the owner or his agent at the public hearings before the planning commission and the city council.

(e) *Limitation on amendment of proffered conditions*. No proffered condition shall be altered or amended after the commencement of the first public hearing at which the application is voted on by the city planning commission for recommendation to the city council.

24-6.3 *Records*. The zoning map shall show by an appropriate symbol on the map the existence of conditions attaching to the zoning on the map. The zoning administrator shall keep in his office and make available for public inspection a conditional zoning index. The index shall provide ready access to the ordinance creating the conditions in addition to the regulations provided for in a particular Zoning District or zone.

24-6.4 *Amendment or change of conditions*. There shall be no amendment or change of conditions created pursuant to the provisions of section 24-6.2 until after public hearings before the planning commission and the city council. Such proposed amendment or change of conditions shall be considered and processed as an amendment to this zoning ordinance pursuant to section 24-4.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **General Plan Amendment from Single-Family Traditional to Institutional at 260 Filbert Street and change of zoning from IN-1 (Institutional), conditional IN-1, and R-8 (Single-Family) to conditional IN-1 at 255 Thole Street and 260 Filbert Street – Norfolk Christian Schools**

Reviewed: _____ **Ward/Superward: 2/6**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: PH-4**
Marcus D. Jones, City Manager

I. **Staff Recommendation:** **Approval**.

II. **Commission Action:** By a vote of **4 to 2**, the Planning Commission recommends **Approval**.

III. **Requests:**
- General Plan Amendment from Single-Family Traditional to Institutional – 260 Filbert Street.
- Change of zoning from IN-1 (Institutional), conditional IN-1, and R-8 (Single-Family) to conditional IN-1 – 255 Thole Street and 260 Filbert Street.

IV. **Applicant:** **Norfolk Christian Schools**

V. **Description:**
- This request would allow Norfolk Christian to:
  - Modify the original site plan for the school (255 Thole Street) to allow for a reconfiguration of proposed facilities, including a bus parking area along Thole Street, a new parking lot at the corner of Filbert and Midfield Streets, a new sidewalk along Midfield Street, and an athletic field with a scoreboard and flagpole.
  - Rezone property at 260 Filbert Street in order to demolish the existing, vacant house and construct an academic building in its place.
- The property at 260 Filbert Street includes parcels that will be vacated and combined with the school property at 255 Thole Street.
- The proposed additions and site modifications will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.

- The conceptual site plan includes new landscape plantings along Filbert Street, buffering the parking lot, and along Thole Street to buffer the proposed athletic field.
- The proffered conditions require the following:
    - The existing bus fueling tank at 255 Thole Street shall be removed and no bus fueling tanks shall be located on site in the future.
    - The proposed parking lot to be located at the corner of Filbert Street and Midfield Street as shown on the attached "Exhibit A" shall not be used for overnight bus parking. It may be lit with dark sky, low profile, security lighting. On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.
    - The proposed athletic, academic, and fine arts buildings shall maintain a twenty-five (25) foot setback from the property line on Filbert Street.
    - The landscape buffers shown on conceptual site plan shall consist of plants determined by the Department of Recreation, Parks, and Open Space to be sufficient to provide a sound and sight barrier along the fence line.
- A multi-purpose field was approved at the corner of Midfield Street and Thole Street in 2011. This is where the athletic field is proposed under the proposed proffers.
- Since the proposal will create a cleaner line demarcating the boundary between the school and the neighborhood, for a section of Filbert Street, and the site improvements will be made to improve accessibility to the school and to improve the characteristic of its southern boundary, the proposed amendment can be supported by *plaNorfolk2030*.

VI. Historic Resources Impacts

The site is not located within a federal, state, or local historic district.

VII. Public Schools Impacts

N/A

Staff point of contact: Chris Whitney at 823-1253, chris.whitney@norfolk.gov

Attachments:

- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Chris Whitney, CFM

Staff Report	Item No. C-1	
Addresses	**255 Thole Street and 260 Filbert Street**	
Applicant	**Norfolk Christian Schools**	
Requests	**Plan Amendment**	**From Single-Family Traditional to Institutional at 260 Filbert Street**
	Conditional Rezoning	**From IN-1 (Institutional), conditional IN-1, and R-8 (Single-Family) to conditional IN-1 at 255 Thole Street and 260 Filbert Street**
Property Owner	Norfolk Christian Holding Corp.	
Site Characteristics	Site/Building Area	11.87 acres/103,000 sq. ft.
	Future Land Use Map	• Institutional (255 Thole Street) • Single-Family Traditional (260 Filbert Street)
	Zoning	IN-1, conditional IN-1, and R-8
	Neighborhood	Bolling Brook
	Character District	Suburban
Surrounding Area	North	R-7 (Single-Family): Single-family homes
	East	R-3 (Single-Family): Single-family homes
	South	R-8: Single-family homes
	West	R-8, IN-1: Single-family homes, Fire Station #9

A. Summary of Request

- The property is bounded by Thole Street to the north, Filbert Street to the south, Midfield Street to the west, and the Lafayette River wetlands to the east.
- This request would allow Norfolk Christian School to:
    - Modify the original site plan for the school (255 Thole Street) to allow for a reconfiguration of proposed facilities, including a bus parking area along Thole Street, a new parking lot at the corner of Filbert and Midfield Streets, a new sidewalk along Midfield Street, and an athletic field with a scoreboard and flagpole.
    - Rezone property at 260 Filbert Street in order to demolish the existing, vacant house and construct an academic building in its place.
- The property at 260 Filbert Street includes parcels that will be vacated and combined with the school property at 255 Thole Street.

B. Plan Consistency

Analysis

Plan Amendment

- *plaNorfolk2030* designates this site as Single-Family Traditional, making the proposed use inconsistent with *plaNorfolk2030*.
    - An amendment to institutional is necessary for the proposed rezoning to be consistent with *plaNorfolk2030*.
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* identifies the Institutional land use category as a location for a wide range of institutional users, including public and private schools and their surrounding recreational fields.
    - It further calls for recognizing the importance of accessibility, infrastructure capacity, and the relationship of non-residential uses with the surrounding neighborhood.
- Since the proposal will create a cleaner line demarcating the boundary between the school and the neighborhood, for a section of Filbert Street, and the site improvements will be made to improve accessibility to the school and to improve the characteristic of its southern boundary, the proposed amendment can be supported by *plaNorfolk2030*.

Change of Zoning

If the plan amendment is approved, the rezoning request would be consistent with *plaNorfolk2030*.

C. Zoning Analysis

i. General

- The site located at 255 Thole Street is currently zoned IN-1 and conditional IN-1 and is being operated as a private school. The existing, principal building is approximately 84,000 square feet and houses the Middle and High School grades, as well as the Administrative Offices.

- The site located at 260 Filbert Street is currently zoned R-8 and includes the vacant house (approx. 2,000 sq. ft.).
    - In order to construct an academic building at this site, it must be rezoned to IN-1.
- The proposed project consists of the following:
    - At 255 Thole Street:
        - Change the uses of portions of the site from the multi-purpose fields previously shown on the rezoning exhibit approved in 2011 to an athletic field and parking lot.
            - The multi-purpose field at the corner of Midfield Street and Filbert Street would change to a parking lot with one ingress and egress driveway on Midfield Street and additional landscaping between the parking lot and the adjacent residential property at 214 Filbert Street.
            - The multi-purpose field at the corner of Midfield Street and Thole Street would change to an athletic field with a scoreboard and flagpole. There will also be additional landscaping along Thole Street.
        - A new bus parking area and parking lot restriping at the northeastern corner of the school site along Thole Street.
        - Educational Building addition (approx. 6,020 sq. ft.) to the southern side of the school facing Filbert Street.
        - Athletic Building addition (approx. 6,910 sq. ft.) also to the southern side of the building facing Filbert Street. This was previously shown on the rezoning exhibit from 2011.
        - New sidewalk along Midfield Street.
    - At 260 Filbert Street:
        - Fine Arts Building addition (approx. 6,050 sq. ft.).

ii. Parking

- The site is located in the Suburban Character District. The parking requirement for educational facilities is determined by the Zoning Administrator.
    - There is sufficient parking on-site. No reductions in parking on-site are proposed.

iii. Flood Zone

- The property is located in the AE (7.6 Base Flood Elevation), X (Shaded), and X (Low to Moderate) Flood Zones.
    - The finished floors of the three proposed additions are required to be elevated three feet above the Base Flood Elevation (BFE), which is 10.6 feet, or flood-proofed to the BFE.

D. Proffered Conditions

- The applicant has voluntarily proffered the following conditions:
    - The site shall be designed generally in accordance with the conceptual site plan prepared by MSA, P.C., dated May 19, 2016, revised June 7, 2016, entitled, "Exhibit for Rezoning," attached hereto and marked as "Exhibit A," subject to any

revisions required by the city to be made during the Site Plan Review and building permit plan review processes.

- The existing bus fueling tank at 255 Thole Street shall be removed and no bus fueling tanks shall be located on site in the future.
- The proposed parking lot to be located at the corner of Filbert Street and Midfield Street as shown on the attached "Exhibit A" shall not be used for overnight bus parking. It may be lit with dark sky, low profile, security lighting. On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.
- The proposed athletic, academic, and fine arts buildings shall maintain a twenty-five (25) foot setback from the property line on Filbert Street.
- The landscape buffers shown on the attached "Exhibit A" shall consist of plants determined by the Department of Recreation, Parks, and Open Space to be sufficient to provide a sound and sight barrier along the fence line.
- The structure located at 260 Filbert Street shall be demolished. A demolition permit shall be applied for once the fully satisfied deed of ownership has been recorded.

E. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that the proposed school expansion will generate 283 new vehicle trips per day.
- Based upon ITE data, the single family home on this site would be expected to generate 10 weekday trips while the proposed school additions would be expected to generate 293 trips on weekdays.
- Thole Street adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- Thole Street adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

F. Historic Resources Impacts

The site is not located within a federal, state, or local historic district.

G. Public Schools Impacts

N/A

H. Environmental Impacts

- The proposed additions and site modifications will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.
- The conceptual site plan includes new landscape plantings along Filbert Street, buffering the parking lot, and along Thole Street to buffer the proposed athletic field.

- The proffered conditions require the following:
    - The existing bus fueling tank at 255 Thole Street shall be removed and no bus fueling tanks shall be located on site in the future.
    - The proposed parking lot to be located at the corner of Filbert Street and Midfield Street as shown on the attached "Exhibit A" shall not be used for overnight bus parking. It may be lit with dark sky, low profile, security lighting. On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.
    - The proposed athletic, academic, and fine arts buildings shall maintain a twenty-five (25) foot setback from the property line on Filbert Street.
    - The landscape buffers shown on conceptual site plan shall consist of plants determined by the Department of Recreation, Parks, and Open Space to be sufficient to provide a sound and sight barrier along the fence line.
- A multi-purpose field was approved at the corner of Midfield Street and Thole Street in 2011. This is where the athletic field is proposed under the proposed proffers.

I. AICUZ Impacts

N/A

J. Surrounding Area/Site Impacts

Over the past year there have been two calls for police service at this site with no arrests made.

K. Payment of Taxes

The owner of the property is current on all real estate taxes.

L. Civic League

- Notice was sent to the Bolling Brook, Suburban Acres, and Cromwell Farm/Ellsworth Civic Leagues on March 16.
- An email of no objection was received from the Cromwell Farm/Ellsworth Civic League on April 28.
- A meeting was held between representatives of Norfolk Christian and the Bolling Brook Civic League on May 16.

M. Communication Outreach/Notification

- Legal notice was posted on the property on March 22.
- Letters were mailed to all property owners within 300 feet of the property on April 15 and June 9.
- Legal notification was placed in *The Virginian-Pilot* on April 14 and April 21.

N. Recommendation

Staff recommends **approval** of the Future Land Use Map amendment and the conditional rezoning request, subject to the proffered conditions.

Attachments

- Location Map
- Future Land Use Map
- Zoning Map
- Application
- Notice to the Civic Leagues
- Email of no objection from the Cromwell Farm/Ellsworth Civic League

Proponents and Opponents

Proponents

Tim Daffron – Representative
255 Thole Street
Norfolk, VA 23505

Nathan Lahy
5033 Rouse Drive
Virginia Beach, VA 23462

Opponents

Ada Blair
119 Filbert Street
Norfolk, VA 23505

James Holmes
214 Filbert Street
Norfolk, VA 23505

04/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 260 FILBERT STREET FROM SINGLE-FAMILY TRADITIONAL TO INSTITUTIONAL.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the land use designation set forth in the City's general plan, plaNorfolk2030, for the property located at 260 Filbert Street is hereby changed from Single-Family Traditional to Institutional. The property which is the subject of this change in land use designation are more fully described as follow:

> Property fronting 75 feet, more or less, along the northern line of Filbert Street, beginning 680 feet, more or less, from the eastern line of Midfield Street and extending eastwardly; premises numbered 260 Filbert Street.

Section 2:- The Council hereby finds that this general plan amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 3:- That this ordinance shall be in effect from the date of its adoption.

06/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTIES LOCATED AT 255 THOLE STREET AND 260 FILBERT STREET FROM IN-1 (INSTITUTIONAL), CONDITIONAL IN-1 (INSTITUTIONAL), AND R-8 (SINGLE-FAMILY RESIDENTIAL) TO CONDITIONAL IN-1 (INSTITUTIONAL) DISTRICT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the properties located at 255 Thole Street and 260 Filbert Street are hereby rezoned from IN-1 (Institutional), conditional IN-1 (Institutional), and R-8 (Single-Family Residential) Districts to conditional IN-1 (Institutional) District. The properties which are the subject of this rezoning are more fully described as follows:

Properties front 1,174 feet, more or less, along the southern line of Thole Street, 424 feet, more or less, along the western line of Parkdale Drive, 380 feet, more or less, along the eastern line of Midfield Street, and 992 feet, more or less, along the northern line of Filbert Street; but excluding those properties fronting 225 feet, more or less, along the northern line of Filbert Street beginning 155 feet, more or less, from the eastern line of Midfield Street and extending eastwardly. The rezoned properties are numbered 255 Thole Street and 260 Filbert Street.

Section 2:- That the properties rezoned by this ordinance shall be subject to the following conditions:

(a) The site shall be designed generally in accordance with the conceptual site plan prepared by MSA, P.C., dated May 19, 2016, revised June 7, 2016, entitled "Exhibit for Rezoning," attached hereto and marked as "Exhibit A," subject to any revisions required by the city to be made during the Site Plan Review and building permit plan review

processes.

(b) The existing bus fueling tank at 255 Thole Street shall be removed and no bus fueling tanks shall be located on site in the future.

(c) The proposed parking lot to be located at the corner of Filbert Street and Midfield Street as shown on the attached "Exhibit A" shall not be used for overnight bus parking. It may be lit with dark sky, low profile, security lighting. On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(d) The proposed athletic, academic, and fine arts buildings shall maintain a 25-foot setback from the property line on Filbert Street.

(e) The landscape buffers shown on the attached "Exhibit A" shall consist of plants determined by the Department of Recreation, Parks, and Open Space to be sufficient to provide a sound and sight barrier along the fence line.

(f) The structure located at 260 Filbert Street shall be demolished. A demolition permit shall be applied for once the fully satisfied deed of ownership has been recorded.

Section 3:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 4:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 5:- That this ordinance shall be in effect from the date of its adoption.

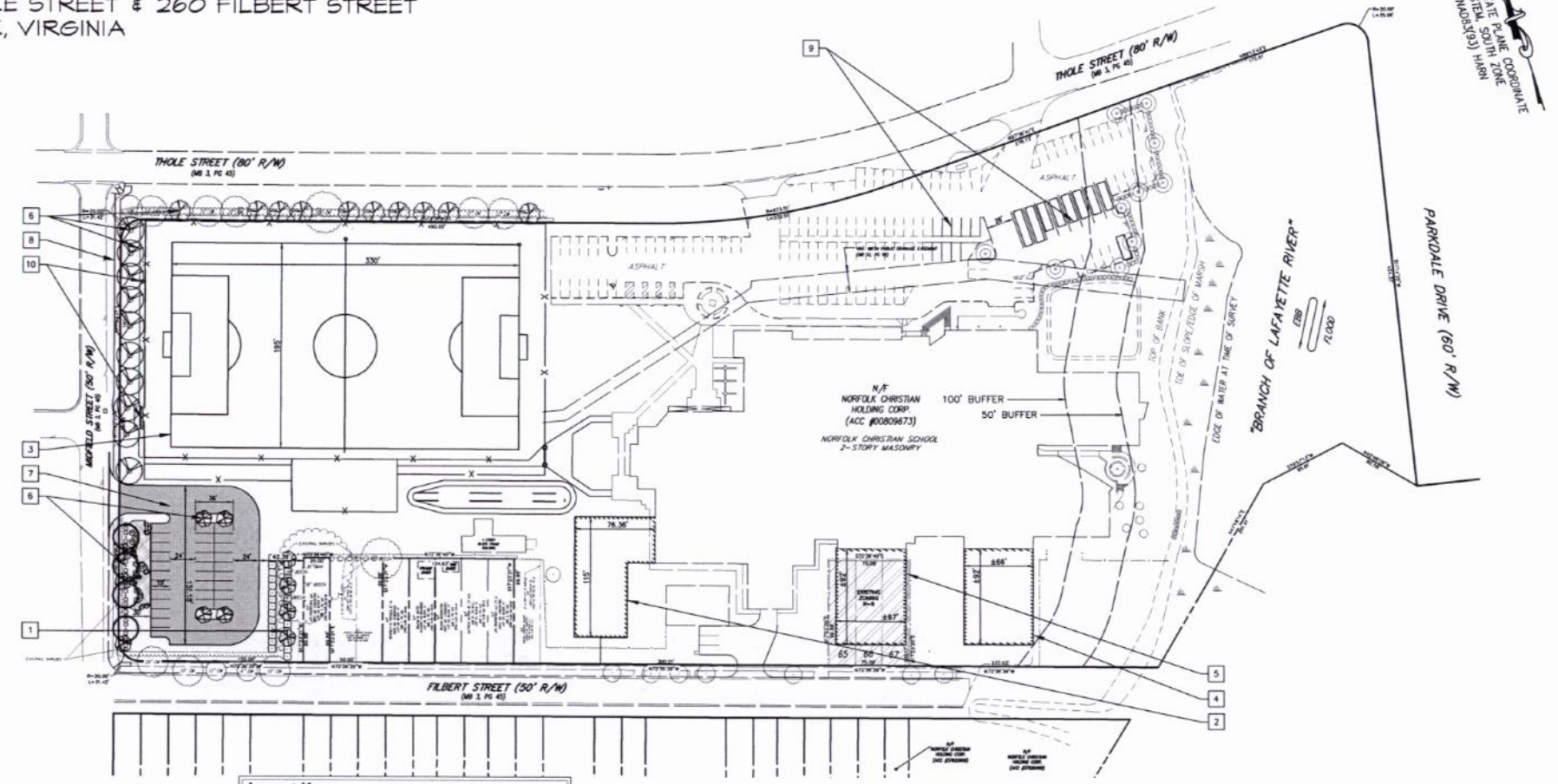
ATTACHMENT:
Exhibit A (1 page)

CONCEPTUAL SITE LAYOUT OF

NORFOLK CHRISTIAN SCHOOL

255 THOLE STREET & 260 FILBERT STREET
NORFOLK, VIRGINIA

Exhibit A



VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83(93) HARN

Site Data

Site Area:	±11.87 Ac
GPIN:	1439-46-4524 1439-46-4303 1439-46-4332 1439-46-4351
Existing Zoning:	IN-1 & R-8
Proposed Zoning:	IN-1
Existing Use:	Academic/Single Family Res.
Proposed Use:	Academic
Existing Building Size:	±83,978 Sf
Proposed Building Size:	±102,952 Sf

Layout Key

1	ADDITIONAL LANDSCAPE SCREENING, EXISTING TO REMAIN
2	ATHLETIC BUILDING ADDITION (±6,910 SF)
3	ATHLETIC FIELD
4	EDUCATIONAL BUILDING ADDITION (±6,020 SF)
5	FINE ARTS BUILDING ADDITION (±6,050 SF)
6	NEW LANDSCAPE PLANTINGS
7	NEW PARKING LOT
8	NEW SIDEWALK
9	SCHOOL BUS PARKING & PARKING LOT RESTRIPING
10	SCOREBOARD & FLAGPOLE

DENOTES AREA TO BE REZONED

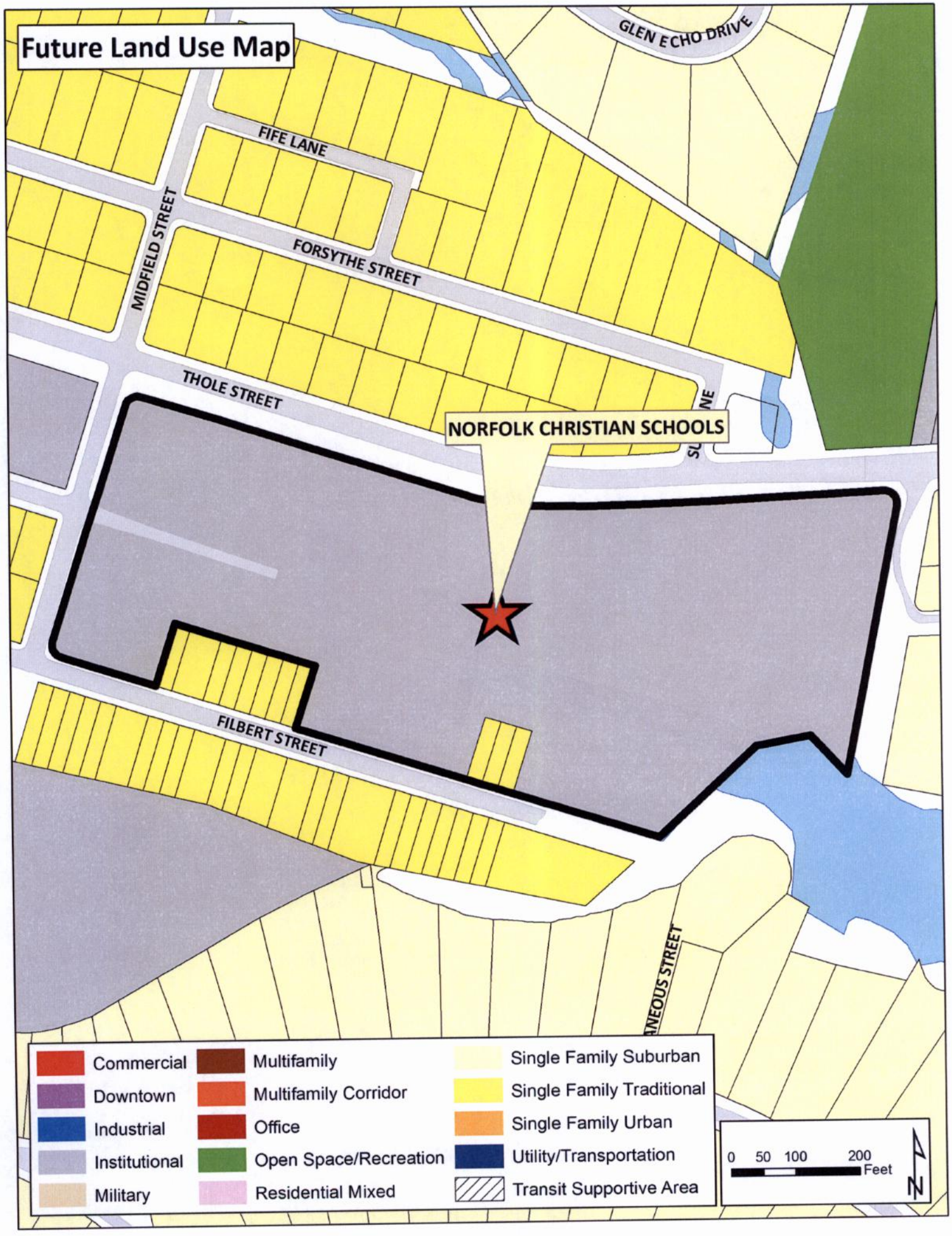
DATE: 05/19/16
(REVISED: 06/07/16)
EXHIBIT FOR REZONING

THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED WITHOUT BENEFIT OF A SITE SURVEY, THEREFORE, PROPERTY LINES, WETLAND BOUNDARIES, AND OTHER SITE SPECIFIC DATA ARE APPROXIMATE. CONCEPT DRAWINGS ARE GENERAL IN NATURE AND ARE INTENDED ONLY TO ILLUSTRATE THE DEVELOPMENT POTENTIAL FOR A PROPERTY; THEY SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR ANY FINANCIAL OR LEGALLY BINDING TRANSACTION.

50 0 50 100
1 INCH = 50 FT

MSA, P.C.
Environmental Sciences • Planning • Surveying
Civil & Environmental Engineering • Landscape Architecture
5033 Rouse Drive, Virginia Beach, VA 23462
757-490-9264 (Ofc) 757-490-0634 (Fax)
www.msaonline.com
MSA PROJ. #15051

Location Map
FIFE LANE
MIDFIELD STREET
FORSYTHE STREET
THOLE STREET
NORFOLK CHRISTIAN SCHOOLS
FILBERT STREET
MISCELLANEOUS STREET
NORTH BLAKE ROAD
0 55 110 220
Feet
N


Future Land Use Map
GLEN ECHO DRIVE
FIFE LANE
MIDFIELD STREET
FORSYTHE STREET
THOLE STREET
NORFOLK CHRISTIAN SCHOOLS
FILBERT STREET
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 50 100 200
Feet
N

Zoning Map
R-7
R-11
R-11
R-7
FIFE LANE
R-7
R-7
OSP
R-7
MIDFIELD STREET
FORSYTHE STREET
R-7
THOLE STREET
IN-1
NORFOLK CHRISTIAN SCHOOLS
IN-1
R-3
R-8
IN-1
R-3
IN-1
R-8
IN-1
FILBERT STREET
R-3
R-8
R-8
R-8
IN-2
R-6
MISCELLANEOUS STREET
NORTH BLAKE ROAD
R-6
0 55 110 220
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 03-08-2016

Change of Zoning IN-1 & Cond. IN-1 cond. IN-1 (modify proffers)

From: R-8 **Zoning** **To:** IN-1 **Zoning** (260 Filbert St.)
cond?

DESCRIPTION OF PROPERTY

Property location: (Street Number) 255 (Street Name) Thole Street
260 Filbert Street

Existing Use of Property: Private School (Thole), Single Family Detached (Filbert)

Current Building Square Footage 84,000

Proposed Use Academic Building Additions (Educational, Fine Arts, Athletic)

Proposed Building Square Footage 19,000

Trade Name of Business (If applicable) Norfolk Christian Schools

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) Daffron (First) Timothy (MI) P

Mailing address of applicant (Street/P.O. Box): 255 Thole Street

(City) Norfolk (State) VA (Zip Code) 23505

Daytime telephone number of applicant ( ) 757.423.5770 Fax ( ) 757.440.5388

E-mail address of applicant: TDaffron@coastalequipment.net

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

AUTHORIZED AGENT (if applicable)
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) Lahy (First) Nathan (MI) A

Mailing address of applicant (Street/P.O. Box): 5033 Rouse Drive

(City) Virginia Beach (State) VA (Zip Code) 23462

Daytime telephone number of applicant ( ) 757.490.9264 Fax ( )

E-mail address of applicant: nathan.lahy@msaonline.com

PROPERTY OWNER
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

Norfolk Christian Holding Corp.

3. Name of property owner: (Last) (First) (MI)

Mailing address of property owner (Street/P.O. box): 255 Tholc St.

(City) Norfolk (State) VA (Zip Code) 23505

Daytime telephone number of owner (757) 423-5770 email: Tdaffron@coastalequipment.net

CIVIC LEAGUE INFORMATION

Civic League contact: Bolling Brook Civic League - Adia Blair (contact)

Date(s) contacted: 3-1-2016, 3.14.16

Ward/Super Ward information: Ward 2; Super Ward 6

CERTIFICATION:

I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Timothy P. Daffron **Sign:** _____ 3, 14, 16
(Property Owner or Authorized Agent of Signature) President (Date)

Print name: Timothy P. Daffron **Sign:** _____ 3, 14, 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ **Sign:** NATHAN LAHM 3, 14, 16
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569

PROFFERS FOR CONDITIONAL REZONING
Norfolk Christian Schools
255 Thole Street
260 Filbert Street

a) The site shall be designed generally in accordance with the conceptual site plan prepared by MSA, P.C., dated May 19, 2016, revised June 7, 2016, entitled, "Exhibit for Rezoning," attached hereto and marked as "Exhibit A," subject to any revisions required by the city to be made during the Site Plan Review and building permit plan review processes.

b) The existing bus fueling tank at 255 Thole Street shall be removed and no bus fueling tanks shall be located on site in the future.

c) The proposed parking lot to be located at the corner of Filbert Street and Midfield Street as shown on the attached "Exhibit A" shall not be used for overnight bus parking. It may be lit with dark sky, low profile, security lighting. On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

d) The proposed athletic, academic, and fine arts buildings shall maintain a twenty-five (25) foot setback from the property line on Filbert Street.

e) The landscape buffers shown on the attached "Exhibit A" shall consist of plants determined by the Department of Recreation, Parks, and Open Space to be sufficient to provide a sound and sight barrier along the fence line.

f) The structure located at 260 Filbert Street shall be demolished. A demolition permit shall be applied for once the fully satisfied deed of ownership has been recorded.

Current Property Owner

Print Name: Timothy P. Daffron President, NCHC

Sign: _____ Date: 6.21.16

Proposed Property Owner (if different than current owner)

Print Name: _____

Sign: _____ Date: _____

Applicant/Authorized Agent

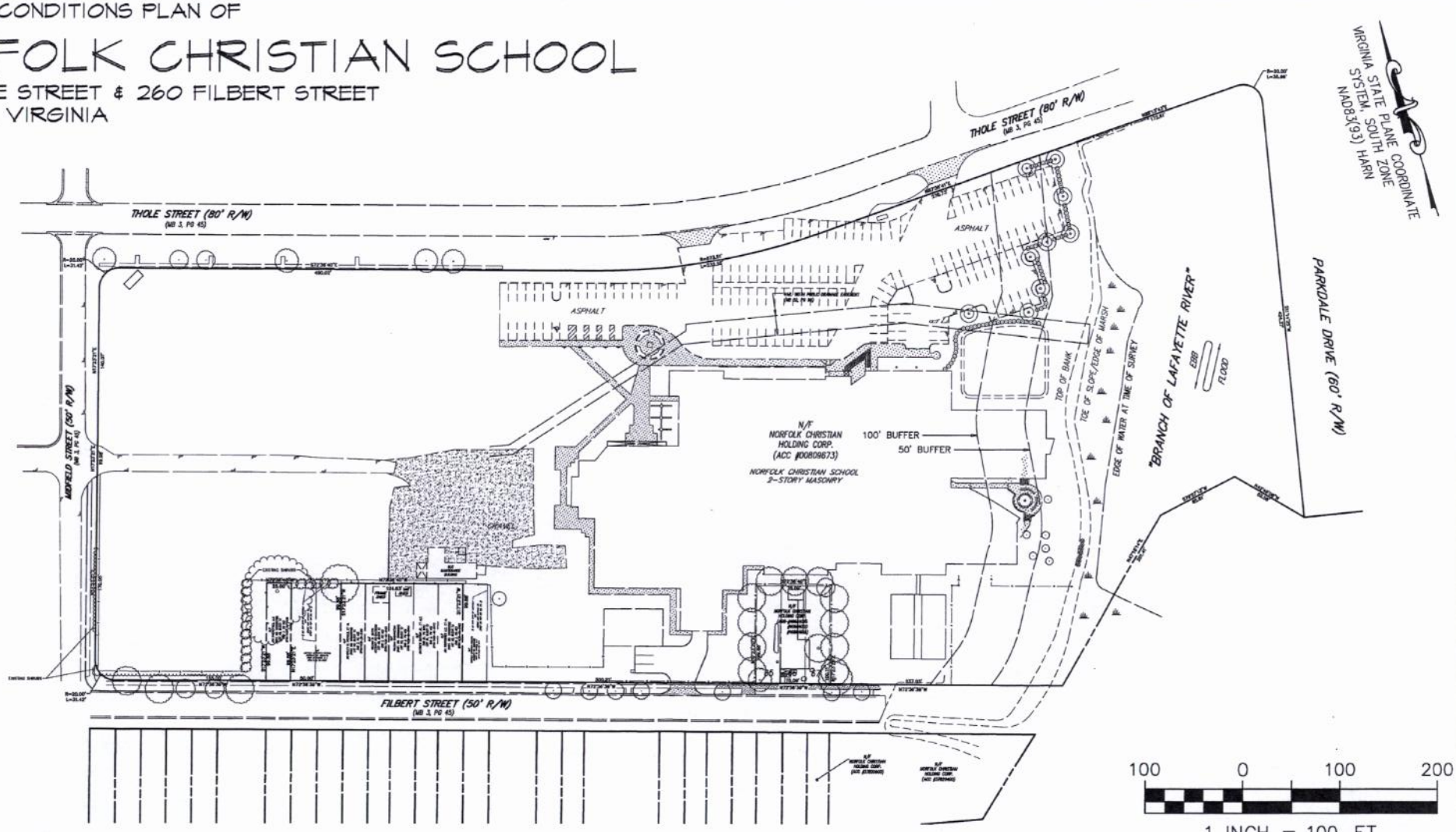
Print Name: Timothy P. Daffron President, NCHC

Sign: _____ Date: 6.21.16

EXISTING CONDITIONS PLAN OF

NORFOLK CHRISTIAN SCHOOL

255 THOLE STREET & 260 FILBERT STREET
NORFOLK, VIRGINIA



Site Data

Site Area:	±11.87 Ac
GPIN:	1439-46-4524
	1439-46-4303
	1439-46-4332
	1439-46-4351
Existing Zoning:	IN-1 & R-8
Existing Use:	Academic/Single Family Res.
Existing Building Size:	±83,978 Sf

DATE: 03/14/16
EXHIBIT FOR REZONING

MSA, P.C.
Environmental Sciences • Planning • Surveying
Civil & Environmental Engineering • Landscape Architecture
5033 Rouse Drive, Virginia Beach, VA 23462
757-490-9264 (Ofc) 757-490-0634 (Fax)
www.msaonline.com
MSA PROJ. [redacted] 15087

Norfolk Christian Schools
2011 Proffered Conditions

1. The site shall be generally developed in accordance with the conceptual site plan entitled "Rezoning Exhibit" prepared by MSA, P.C. dated September 19, 2011, attached hereto and marked as "Exhibit A."
2. The proposed athletic building shall maintain a twenty-five foot setback from the property line on Filbert Street.
3. The landscape buffers shown on the attached "Rezoning Exhibit" shall consist of plants determined by the Department of Planning to be sufficient to provide a sound and sight barrier of the fence line.
4. The smaller multi-purpose field at the corner of Filbert Street and Midfield Street shall be restricted to practice fields and physical education classes and will not be lighted to ensure that all athletic use is ceased by sunset or 8:00 p.m., whichever is earlier.

REZONING EXHIBIT
FOR
NORFOLK CHRISTIAN SCHOOL
NORFOLK, VA
APRIL 11, 2011

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	673.51'	232.55'	117.45'	231.40'	S82°30'10"E	19°47'00"
C2	40.00'	35.83'	19.22'	34.64'	N46°57'08"W	51°19'04"
C3	40.00'	88.55'	79.95'	71.55'	S84°42'49"E	126°50'27"
C4	10.00'	15.71'	10.00'	14.14'	S27°36'39"E	90°00'00"
C5	20.00'	31.42'	20.00'	28.28'	S62°23'20"W	90°00'00"
C6	20.00'	35.96'	25.15'	31.31'	N40°15'56"W	103°00'42"
C7	20.00'	31.42'	20.00'	28.28'	N27°36'39"W	90°00'00"
C8	10.00'	15.71'	10.01'	14.15'	N62°24'20"E	90°02'00"

THOLE STREET (80' R/W)
(MB 3, PG 45)

MIDFIELD STREET (50' R/W)
(MB 3, PG 45)

SEEKEL STREET (50' R/W)
(MB 17, PG 71)

FILBERT STREET (50' R/W)
(MB 3, PG 45)

PARKDALE DRIVE (60' R/W)

"BRANCH OF LAFAYETTE RIVER"

PROPOSED MULTI PURPOSE FIELD

PROPOSED MULTI PURPOSE FIELD

PROPOSED ATHLETIC BUILDING

R-11

R-8

IN-1

BLEACHERS

BLEACHERS

ASPHALT

GRAVEL

VAR. WIDTH PUBLIC DRAINAGE EASEMENT
(MB 52, PG 98)

N/F
NORFOLK CHRISTIAN
HOLDING CORP.
(ACC #00809673)

NORFOLK CHRISTIAN "SCHOOL
2-STORY MASONRY

100' BUFFER

50' BUFFER

PARCEL A-1
AREA = 492,871 SF
OR 11.315 AC

TOE OF SLOPE/EDGE OF MARSH

TOE OF BANK

EDGE OF WATER AT TIME OF SURVEY

EBB

FLOOD

N/F
JAMES T.
HOLMES, JR
(ACC #20908500)
(MB 3, PG 45)

N/F
BEVERLEY NICHOLS, ET AL
(ACC #05366900)
(MB 3, PG 45)

N/F
WILLIAM M. BUTTS
(ACC #06439600)
(MB 3, PG 45)

N/F
JAMES W. TURNER
(996 93W)
(MB 3, PG 45)

N/F
SIMPSON,
GERTRUDE P.
FOUNDATION
(DEED 000000086)

N/F
NORFOLK CHRISTIAN
HOLDING CORP.
(ACC #37820600)

N/F
NORFOLK CHRISTIAN
HOLDING CORP.
(ACC #37820400)

VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83(93) HARN

DENOTES AREA TO BE REZONED

100 0 100 200

1 INCH = 100 FT

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Civil & Environmental Engineering • Landscape Architecture
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www.msaonline.com

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, March 16, 2016 12:32 PM
To: 'AgBlair@verizon.net'; 'wspeid@cox.net'; 'saclpresident@gmail.com'
Cc: Whibley, Terry; Winn, Barclay; Ransom, Carlton; Whitney, Chris
Subject: new Planning Commission application
Attachments: NorfolkChristian.pdf

Ms. Blair, Mr. Speidel, Mr. Janney:

Attached please find the following applications

a. Property at 255 Thole Street:
    i. Change of zoning from IN-1 (Institutional) and conditional IN-1 to conditional IN-1 in order to modify conditions pertaining to the entire school campus.
b. Property at 260 Filbert Street:
    i. Amendment to the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Single-Family Traditional to Institutional.
    ii. Change of zoning from R-8 (Single-Family) to conditional IN-1.

The purpose of the requests is to modify the site layout of the school campus.

The item is tentatively scheduled for the April 28, 2016 Planning Commission public hearing.

Staff contact: Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov

Thank you.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4769

Connect with us:
www.norfolk.gov

Whitney, Chris

From: wspeid@cox.net
Sent: Thursday, April 28, 2016 4:39 PM
To: Whitney, Chris
Cc: tdaffron@coastalequipment.net
Subject: Norfolk Christian Schools expansion - No objections

Follow Up Flag: Flag for follow up
Flag Status: Flagged

The Cromwell Farm/Elsworth Civic League has no objections to the proposed changes to at Norfolk Christian Schools and Midfield Avenue and does not need to be included in any community outreach regarding this project.

Regards.

Bill Speidel
President, Cromwell Farm/Elsworth Civic League

C: Dir., Department of City Planning

City of NORFOLK

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Text amendment to Repeal section 11-54, "Norfolk Premium Outlets Localized Alternative Sign Overlay District (NPO-LASO)," of the *Zoning Ordinance* and a special exception to permit alternative signage at 6282 Northampton Boulevard – Norfolk Premium Outlets**

Reviewed: _____ **Ward/Superward**: 5/6
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number:** **PH-5**
Marcus D. Jones, City Manager

I. **Staff Recommendation:** **Approval**.

II. **Commission Action:** By a vote of **7 to 0**, the Planning Commission recommends **Approval.**

Request: The applicant proposes to amend the previously approved comprehensive signage plan to account for the extensive road alignment.

IV. **Applicant:** **Norfolk Premium Outlets**

V. **Description:**

- In 2014 this site was rezoned and a comprehensive signage package was approved as a Localized Alternative Sign Overlay.
- Since the original approval, access to the site has been modified and as a result, the applicant proposes to add two new monument style project identification signs.
    - One sign is proposed at the end of Premium Outlet Boulevard and the second is proposed at the end of the secondary entrance on Pritchard Street.
- As part of the comprehensive rewrite of the Signage chapter, a special exception replaced the prior method of requiring a Localized Alternative Sign Overlay District.
    - This simplifies the process in that applicants will no longer need to request both a text amendment and a rezoning, but only a special exception.

Staff point of contact: Susan Pollock Hart at 664-4765, susan.pollock@norfolk.gov

Attachments:

- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Susan Pollock Hart, CFM

Staff Report	**Item No. 4**	
Address	**6282 Northampton Boulevard**	
Applicant	**Norfolk Premium Outlets**	
Requests	**Zoning Text Amendment**	Repeal section 11-54, "Norfolk Premium Outlets Localized Alternative Sign Overlay District (NPO-LASO)," of the *Zoning Ordinance*.
	Special Exception	To permit alternative signage at 6282 Northampton Boulevard.
Property Owner	City of Norfolk	
Site Characteristics	Site/Building Area	40 acres
	Future Land Use Map	Commercial
	Zoning	Conditional C-3 (Retail Center) and NPO-LASO (Norfolk Premium Outlet Localized Alternative Sign Overlay) districts.
	Neighborhood	Lake Wright
	Character District	Suburban
Surrounding Area	North	I-2 (Light Industrial): Police K-9 Training Center
	East	City of Virginia Beach: Burton Station residential neighborhood
	South	C-2 (Corridor Commercial): Lake Wright, Lake Wright Hotel
	West	Interstate 64; O-1 (Office); Office uses

A. Summary of Request

The applicant proposes to amend the previously approved comprehensive signage plan to account for the extensive road alignment.

B. Plan Consistency

The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as commercial.

C. Zoning Analysis

i. General

- In 2014 this site was rezoned and a comprehensive signage package was approved as a Localized Alternative Sign Overlay.
- Since the original approval, access to the site has been modified and as a result, the applicant proposes to add two new monument style project identification signs.
  - One sign is proposed at the end of Premium Outlet Boulevard and the second is proposed at the end of the secondary entrance on Pritchard Street.
- As part of the comprehensive rewrite of the Signage chapter, a special exception replaced the prior method of requiring a Localized Alternative Sign Overlay District.
  - This simplifies the process in that applicants will no longer need to request both a text amendment and a rezoning, but only a special exception.

ii. Parking

N/A

iii. Flood Zone

The property is located in the X Flood Zone, which is a low-risk flood zone.

D. Transportation Impacts

N/A

E. Historic Resources Impacts

N/A

F. Public Schools Impacts

N/A

G. Environmental Impacts

All improvements to the site will be approved through the site plan review process.

H. AICUZ Impacts

The site located in an AICUZ noise zone (65 DNS (day/night level), but the accident potential zoned associated with the Norfolk international Airport are located to the west and north of this site.

I. **Surrounding Area/Site Impacts**
Two additional on-site signs would not have a negative impact on the surrounding area.

J. **Payment of Taxes**
The property is currently owned by the City of Norfolk.

K. **Communication Outreach/Notification**
- Letters were mailed to all property owners within 300 feet of the property on June 8.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and May 16.

L. **Recommendation**
Staff recommends **approval** of the special exception request subject to the conditions below:

(a) All signs may be internally illuminated except for vehicular directional, parking identification, bus/taxi stop, delivery/service area, and temporary project announcement signs.

(b) Signs permitted on this site shall be limited in location, sign face area, and height as shown in the table below:

Sign	Type	Locations where signs are permitted	Number of signs	Maximum Sign Area Per Face (square feet)	Maximum Height (feet above grade)	Illumination
Project Identification (Project name and logo only)						
	Pylon (double-sided face)	South property line visible from Interstate 64	1	700	100	Internally illuminated, routed and push through / individual channel letters with either face of halo-illuminated or a combination of both. Structure to be illuminated with external ground up lights.
	Monument (double-sided face)	Along Miller Store Road	1	150	15	Internally illuminated, routed and push through / individual channel letters with either face of halo-illuminated or a combination of both. Structure to be illuminated with external ground up lights.

Proponents and Opponents

Proponents

Randy Royal
Kimley Horn and Associates
4500 Main Street, Suite 500
Virginia Beach, VA 23462

Opponents

None

06/22/2016 lds

Form and Correctness Approved: RAO

By _____
Office of the City Attorney

Contents Approved: AP

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REPEAL SECTION 11-54 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, ENTITLED "NORFOLK PREMIUM OUTLETS LOCALIZED ALTERNATIVE SIGN OVERLAY DISTRICT (NPO-LASO)."

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That Section 11-54 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Norfolk Premium Outlets Localized Alternative Sign Overlay District (NPO-LASO)" is no longer needed because the regulations that were contained in said section are made effective through the approval of a special exception authorizing alternative signage, wherefore it is hereby repealed.

Section 2:- The Council hereby finds that this repeal is required by public necessity, convenience, general welfare, or good zoning practice.

Section 3:- That this ordinance shall be in effect from the date of its adoption.

06/22/2016 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: _____

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT ALTERNATIVE SIGNAGE FOR "NORFOLK PREMIUM OUTLETS" ON PROPERTY LOCATED AT 6282 NORTHAMPTON BOULEVARD.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a Special Exception is hereby granted authorizing alternative signage for "Norfolk Premium Outlets" on property located at 6282 Northampton Boulevard. The property which is the subject of this Special Exception is more fully described as follows:

> Properties generally bounded on the north by Command Corporate Center Office Park and South Cape Henry Road, on the east by the corporate boundary of the City of Virginia Beach and other properties of the City of Norfolk, on the south by Lake Wright, and on the west by Interstate 64 and other properties of the City of Norfolk; premises numbered 6282 Northampton Boulevard.

Section 2:- That the Special Exception granted hereby shall be subject to the following conditions:

(a) The following types of signs are permitted in the district:

(1) Project identification signs.

(2) Wall signs.

(3) Vehicular directional signs.

(4) Parking identification signs.

(5) Bus plaza identification signs.

(6) Bus/Taxi stop signs.

(7) Delivery/service area signs.

(8) Temporary project announcement signs.

(b) All signs shall be limited in location, sign face area, and height as shown in the Table entitled "Sign Dimensional Standards," attached hereto and marked as "Exhibit A."

(c) All signs may be internally illuminated except for vehicular directional, parking identification, bus/taxi stop, delivery/service area, and temporary project announcement signs.

(d) This special exception does not regulate the content or message contained on any sign permitted on the property, and any sign may be changed so long as the size, location, and number remain unaltered by the change.

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

(a) The proposed use and development will be in harmony with the objectives and policies of the adopted General Plan of Norfolk and with the general and specific purposes for which this ordinance was enacted and for which the regulations of the district in question were established;

(b) The proposed use and development will not substantially diminish or impair the value of the property within the neighborhood in which it is located;

(c) The proposed use and development will not have an adverse effect upon the character of the area or the public health, safety and general welfare. Conditions may be applied to the proposed use and development, as specified in section 25-8 below, to mitigate potential adverse impacts;

(d) The proposed use and development will be constructed, arranged and operated so as not to interfere with the use and development of neighboring property in accordance with the

applicable district regulations;

(e) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;

(f) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;

(g) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance;

(h) The proposed use and development will not cause substantial air, water, soil or noise pollution or other types of pollution which cannot be mitigated;

(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city as a whole;

(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

(k) No application for a special exception shall be recommended or granted until any and all delinquent real estate taxes owed to the City of Norfolk on the subject property have been paid.

Section 4:- That this ordinance shall be in effect from the date of its adoption.

EXHIBIT A

Table of Sign Dimensional Standards

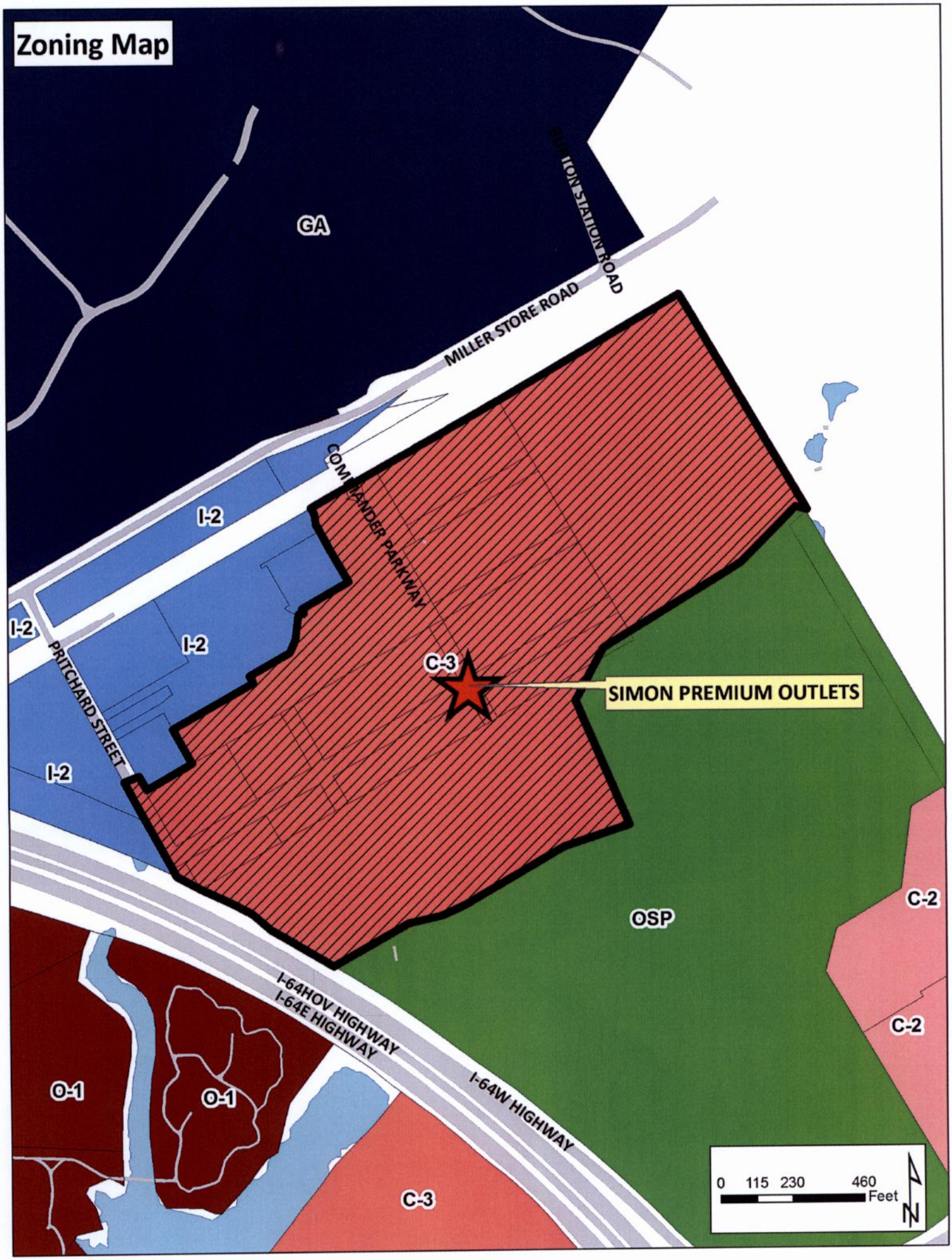
Sign Type	Sign Structure	Locations where signs are permitted	Maximum Number	Maximum Area (square feet)	Maximum Height (feet above grade)
Project Identification (project name and logo only)					
	Pylon (2 faces)	South property line, visible from Interstate 64	1	700 per sign face	100
	Monument (2 faces)	Along Miller Store Road	1	150 per sign face	15
	Monument (2 faces)	South side of Pritchard Street near southern terminus	1	150 per sign face	15
	Monument (2 faces)	West side of Premium Outlets Boulevard near northern terminus	1	150 per sign face	15
	Wall	Towers or other building features	6	250 per sign face	n/a
Vehicular Directional					
	Pole (1 face)	Parking lot intersections and drive aisles	40	12 per sign face	7
Parking Lot Identification					
	Mounted (3 faces)	Mounted to parking lot light poles	n/a	8 per sign face	n/a
Bus Plaza Identification					
	Wall (1 face)	Building	2	30 per sign face	n/a

Sign Type	Sign Structure	Locations where signs are permitted	Maximum Number	Maximum Area (square feet)	Maximum Height (feet above grade)
Tenant					
	Wall (letters shall not exceed 72" in height)	Towers or other building features	n/a	20% of surface area of building wall, cumulative [1]	n/a
	Wall (letters shall not exceed 48" in height)	Building	n/a	15% of surface area of building wall, cumulative [1]	n/a
Bus/Taxi Stop					
	Pole (1 face)	At bus/taxi stop	4	7	9
Delivery/Service Area					
	Pole (1 face) or Wall	At delivery/service area access	4 per service area	8	9
Temporary Project Announcement					
	Any	Any	3	256	20

Note:

[1] Raceways and other elements used to support letters or other sign content are excluded from the computation of cumulative maximum area.

Location Map
BURTON STATION ROAD
MILLER STORE ROAD
COMMANDER PARKWAY
SIMON PREMIUM OUTLETS
I-64W HIGHWAY
I-64HOV HIGHWAY
I-64E HIGHWAY
0 95 190 380
Feet
N


Zoning Map
GA
BUSTON STATION ROAD
MILLER STORE ROAD
COMMANDER PARKWAY
I-2
I-2
I-2
I-2
PRITCHARD STREET
C-3
SIMON PREMIUM OUTLETS
OSP
C-2
C-2
I-64HOV HIGHWAY
I-64E HIGHWAY
I-64W HIGHWAY
O-1
O-1
C-3
0 115 230 460
Feet
N

APPLICATION
TEXT AMENDMENT

Date of application: May 5, 2016

Zoning Ordinance Text Amendment

Amend Section(s) 11-54

Add New Section(s)

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) Richardson (First) Scott (MI) A

Mailing address of applicant (Street/P.O. Box): 225 West Washington Street

(City) Indianapolis (State) Indiana (Zip Code) 46204-3438

Daytime telephone number of applicant (317) 685-7284 Fax (317) 685-7299

E-mail address of applicant: srichard@simon.com

AUTHORIZED AGENT (if applicable)

(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) Royal (First) Randy (MI)

Mailing address of applicant (Street/P.O. Box): 4500 Main Street, Suite 500

(City) Virginia Beach (State) VA (Zip Code) 23462

Daytime telephone number of applicant (757) 548-7335 Fax (757) 213-8601

E-mail address of applicant: randy.royal@kimley-horn.com

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

PROPERTY OWNER(S)

(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) Norfolk Department of Development (First) _____ (MI) _____

Mailing address of property owner (Street/P.O. box): 500 East Main Street, Suite 1500

(City) Norfolk (State) VA (Zip Code) 23510

Daytime telephone number of owner (757) 664-4338 email: chuck.rigney@norfolk.gov

If applicable – list all property owners information with signatures on a separate attachment

DESCRIPTION OF AMENDMENT

Purpose of Amendment

Please see attachments.

CIVIC LEAGUE INFORMATION

Civic League contact: Not Applicable

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS

- ✓ Language for the text amendment (*see Example attached).
- ✓ Required application fee, **$420.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.

CERTIFICATION:

I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: J. Randall Royal **Sign:** [signature] 4/12/2016
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Scott A. Richardson **Sign:** [signature] 4, 12, 2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ **Sign:** _____ / _____ / _____
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 · Fax (757) 441-1569

Purpose of Amendment

Since the date of the original Norfolk Premium Outlets Localized Area Signage Overlay (LASO) District adoption, conditions have changed on the subject site with regard to site access which now necessitate a reevaluation of the originally proposed signage master plan. At the time of the original adoption, the primary site access was envisioned as crossing through property owned by the City of Norfolk, but located within the corporate limits of the City of Virginia Beach, with associated necessary signage located within Virginia Beach. The secondary site access was proposed at the existing Commander Corporate Center (CCC) drive off of Miller Store Road.

The primary access route to the development was drastically modified as a result of political difficulties associated with establishing a roadway alignment and configuration that would be mutually agreeable to both the City of Norfolk and the City of Virginia Beach. Ultimately, it was not possible to satisfy the requirements of both cities and the decision was jointly made between the developer and the City of Norfolk to place the primary access road fully within the City of Norfolk. As a result of this change, the signage proposed upon entering the development now must be located fully within the City of Norfolk and thus requires inclusion in the signage master plan adopted under the LASO. This text amendment respectfully requests an additional site identification sign be placed on-site near the terminus of Premium Outlets Boulevard as depicted on the revised signage master plan.

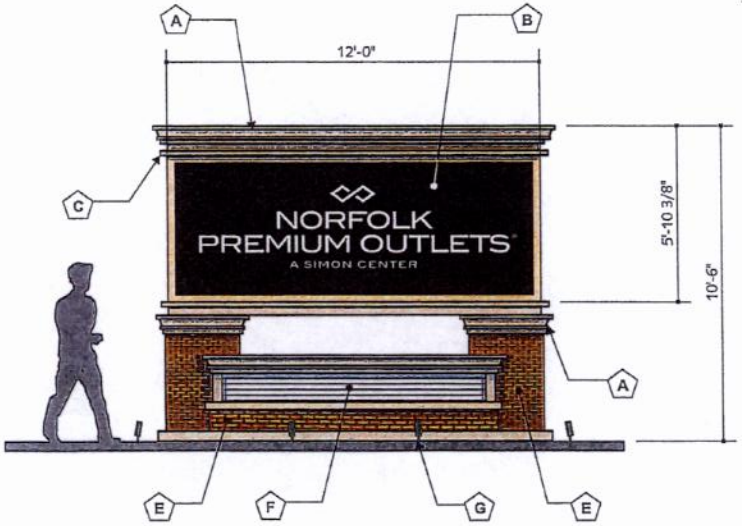
The location of the secondary access to the site also required significant modification since the time of the original LASO adoption. Due to issues involving the temporary and revocable nature of the right of easement and access across the railroad right-of-way to the Commander Corporate Center, it was found to be necessary to relocate it to come off of an extension of Pritchard Street in order to secure a permanent non-revocable secondary site access to the property. Originally, a site identification sign was proposed for installation at the existing CCC entrance. This text amendment respectfully requests an additional site identification sign be placed on-site, near the terminus of Pritchard Street as depicted on the revised signage master plan.

General Material Notes:

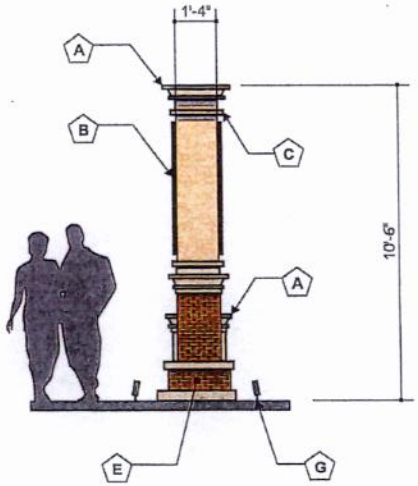
- (A) Fabricated aluminum crown cap
- (B) Fabricated aluminum cabinet w/ routed and back lit letters
- (C) Painted aluminum tube
- (D) Fabricated aluminum architectural brackets
- (E) Stone veneer over fabricated metal or concrete base
- (F) Cementitious exterior cladding board
- (G) Low voltage accent lighting

General Design Note:

Sign design shown are illustrated for conceptual review only. Final design, dimensions and area may vary from concept illustration shown, but max. allowable sign area and sign structure area will not be exceeded.



Secondary Identity Monument - Front Elevation
Scale 1/4"=1'-0"



Secondary Identity Monument - Side Elevation
Scale 1/4"=1'-0"

3D STUDIO
graphic design services
1765 South Kings Ave. • Brandon, FL 33511
P: 813-684-0255 • F: 813-684-0293

Project Name:

NORFOLK PREMIUM OUTLETS
A SIMON CENTER

Project Owner:

SIMON PREMIUM OUTLETS

Project Architect:

No.	Description	Date:
01	SPO Review	05/05/16
02	SPO Review	05/06/16

Site Identity Monument Sign

Sign Type:

B2

Elevation Study

Project:	13 1204
Date:	04/15/16
Scale:	Noted
Drawn By:	NL
Checked By:	DG

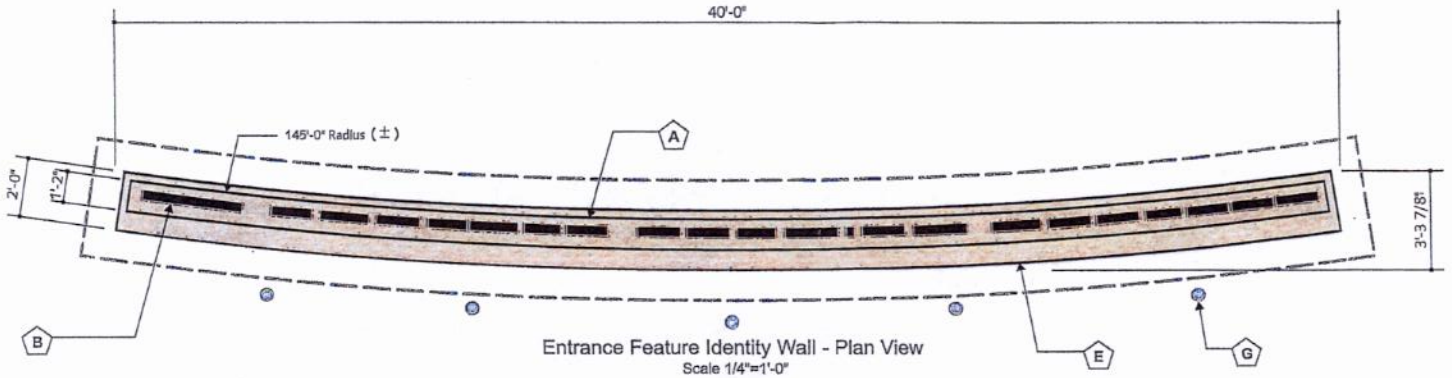
B2.01

General Material Notes:

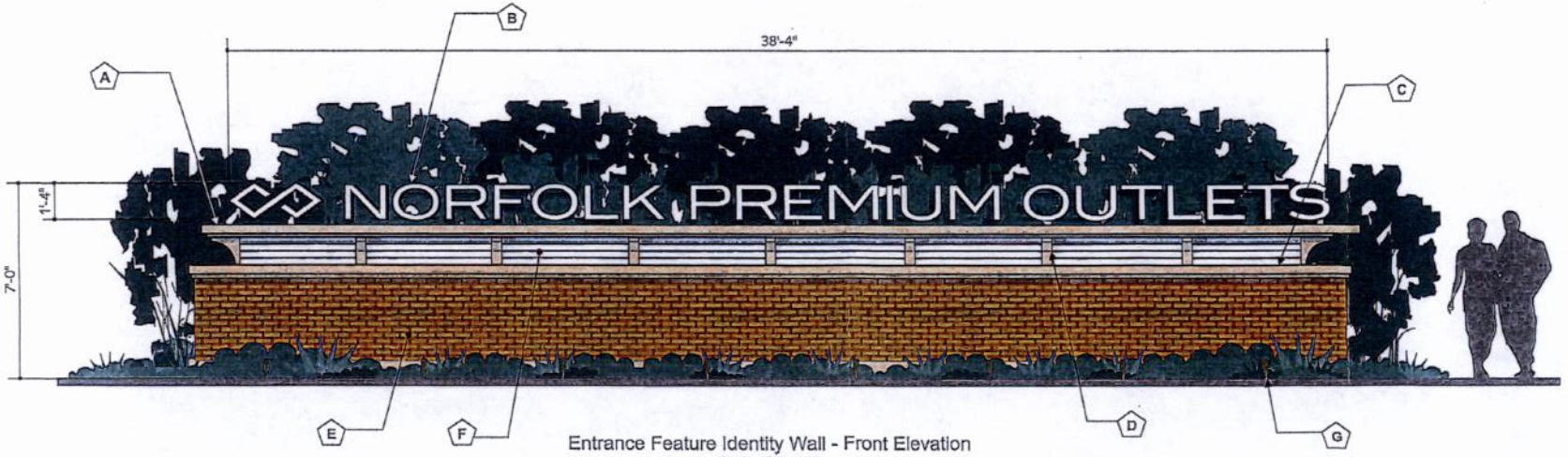
- (A) Fabricated aluminum crown cap
- (B) Internally illuminated channel letters
- (C) Painted aluminum tube
- (D) Fabricated aluminum architectural brackets
- (E) Stone veneer over fabricated metal or concrete base
- (F) Cementitious exterior cladding board
- (G) Low voltage accent lighting

General Design Note:

Sign design shown are illustrated for conceptual review only. Final design, dimensions and area may vary from concept illustration shown, but max. allowable sign area and sign structure area will not be exceeded.



Entrance Feature Identity Wall - Plan View
Scale 1/4"=1'-0"



Entrance Feature Identity Wall - Front Elevation
Scale 1/4"=1'-0"

3D STUDIO
graphic design services
1710 South Kings Ave. - Brandon, FL 33511
P: 813-684-5225 - F: 813-684-5515

Project Name:

NORFOLK PREMIUM OUTLETS
A SIMON CENTER

Project Owner:

SIMON PREMIUM OUTLETS

Project Architect:

No.	Description	Date:
01	SPO Review	05/05/16
02	SPO Review	05/06/16

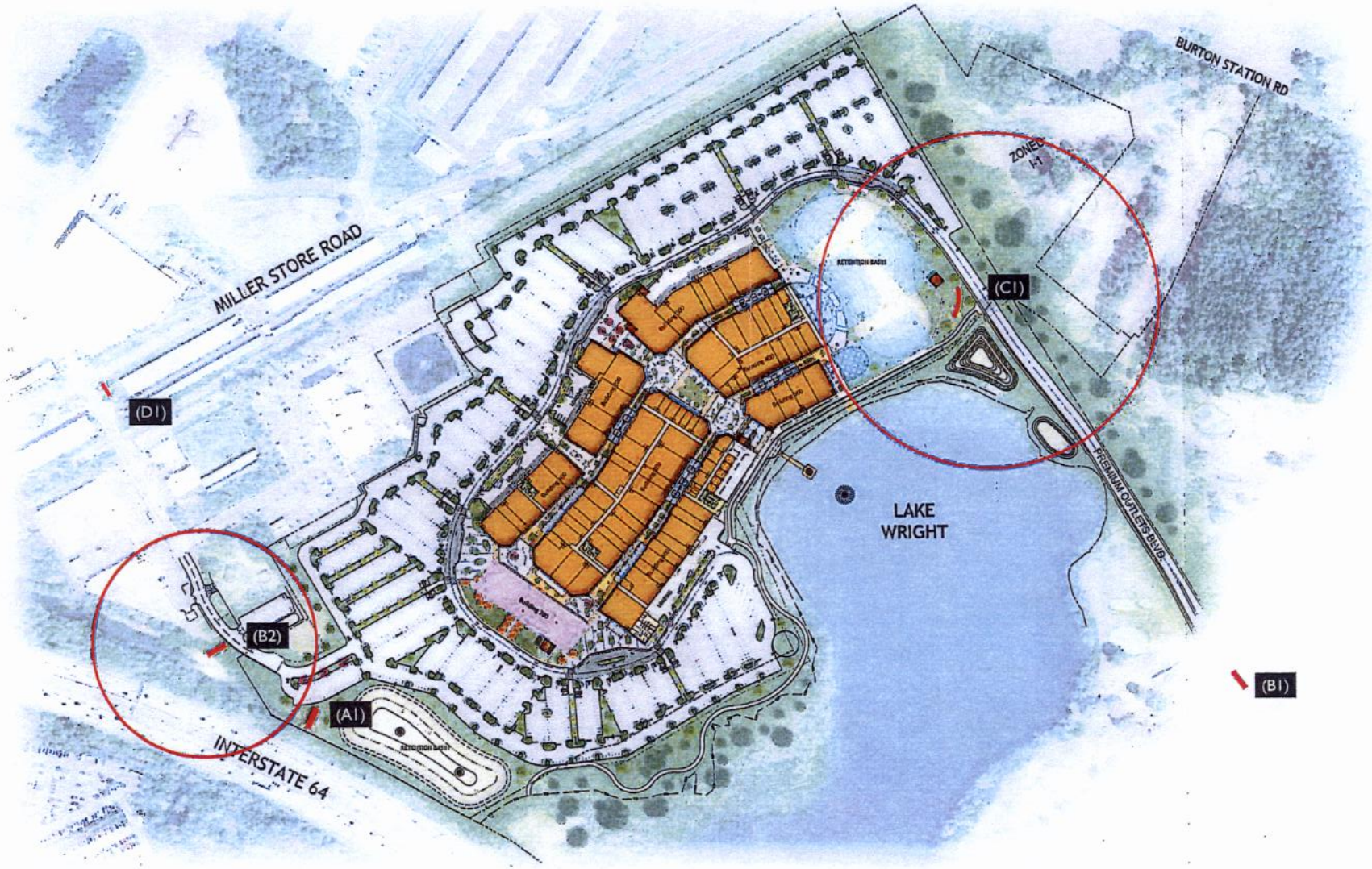
Site Identity
Monument
Wall Graphic

Sign Type:
CI

Elevation Study

Project:	131204
Date:	04/15/16
Scale:	Noted
Drawn By:	NL
Checked By:	DG

CI.01



3D STUDIO
graphic design services

Project Name:

NORFOLK PREMIUM OUTLETS
A SIMON CENTER

Project Owner:

SIMON PREMIUM OUTLETS

Project Architect:

No.	Description	Date:
D1	SPO Review	05/05/16

Site Identity
Monument
Wall Graphic

Sign Type:

C1

Site Placement Plan

Project:	131204
Date:	04/15/16
Scale:	Noted
Drawn By:	NL
Checked By:	DG

C1.00

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Change of Zoning from I-1 (Limited Industrial) to C-2 (Corridor Commercial) and PCO-21st Street (21st Street Pedestrian Commercial Overlay) and for a Special Exception for Mixed Uses (residential unit above) at 925 W. 21st Street – Henriette Quenza**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-6

I. **Staff Recommendation: Approval.**

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval.**

III. **Requests:** Change of Zoning from I-1 to C-2 and PCO-21st Street and for a Special Exception for Mixed Uses (residential unit above).

IV. **Applicant: Henriette Quenza**

V. **Description:**

- The site is located at the south side of W. 21st Street across from the Ghent Station shopping center within the Ghent Business District.
- The applicant proposes to rezone the industrial property, which is the last remaining industrially-zoned property along the 900 block of W. 21st Street.
- The rezoning and special exception requests are also in keeping with the recent revitalization to the 900 block of W. 21st Street, which includes a transition from light industrial uses to commercial, office and mixed-uses.

VI. **Historic Resources Impacts**

- The building is not located within a federal, state, or local historic district.
  - Since the building on the site is at least 50 years old, it could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

VII. **Public Schools Impacts**

This site is located in the Taylor Elementary School, Blair Middle School and Maury High School Attendance Zones.

Staff point of contact: Matthew Simons at 664-4750, matthew.simons@norfolk.gov

Attachments:

- Proponents and Opponents
- Staff Report to CPC dated June 23, 2016 with attachments
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	**Item No.: 5**	
Address	**925 W. 21st Street**	
Applicant	**Henriette M. Quenza**	
Requests	**Rezoning**	**From I-1 (Limited Industrial) to C-2 (Corridor Commercial) and PCO-21st Street (21st Street Pedestrian Commercial Overlay)**
	Special Exception	**Mixed-Uses (residential unit above)**
Property Owner	Henriette M. Quenza	
Site Characteristics	Site/Building Area	7,328 sq. ft./7,485 sq. ft.
	Zoning	I-1 (Limited Industrial)
	Neighborhood	Ghent
	Character District	Traditional
Surrounding Area	North	C-2 & PCO-21st Street: Bon Secours office and Ghent Station; The Fresh Market, retail shops
	East	C-2 & PCO-21st Street: Retail and offices; Mermaid Factory, Table Seven, Streats
	South	R-11 (Moderate Density Multi-Family): single-family homes
	West	C-2 & PCO-21st Street: Retails shops under construction

A. Summary of Request

- The site is located at the south side of W. 21st Street across from the Ghent Station shopping center within the Ghent Business District.
- The applicant proposes to rezone the industrial property, which is the last remaining industrially-zoned property along the 900 block of W. 21st Street.

B. Plan Consistency

Change of Zoning

The proposed change of zoning is consistent with *plaNorfolk2030*, which designates this site as commercial.

Special Exception

The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as commercial.

C. Zoning Analysis

i. General

- The site is currently zoned I-1 and the building has historically contained a warehouse for HMZ, a wholesaler of lighters, with a dwelling unit located on the second floor.
- The dwelling unit has gone through periods of vacancy in the past and it is no longer grandfathered since mixed-uses are not permitted in the I-1 district.
  - In order to allow the residential dwelling unit to be legally occupied, the site must be rezoned to a district that permits mixed-uses and a special exception must be granted.
- The rezoning and special exception requests are also in keeping with the recent revitalization to the 900 block of W. 21st Street, which includes a transition from light industrial uses to commercial, office and mixed-uses.
  - The front portion of the building has recently been converted into a retail and office space.
- The building currently meets of the development standards for the PCO-21st Street district.
- The site is surrounded by a mix of commercial, office and residential uses nearby.

ii. Parking

- The site is located in the Traditional Character District.
- The proposed request proposes no increase in occupancy or building floor area and no additional parking impacts are anticipated.

ii. Flood Zone

The property is located in the X Flood Zone, which is a low risk flood zone.

D. Transportation Impacts

- No new trips are forecast related to the proposed rezoning and special exception since the existing office, commercial and residential uses on site will continue.
- W. 21st Street adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus route 4 (Church) operating near the site.
- W. 21st Street adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan

E. Historic Resources Impacts

- The building is not located within a federal, state, or local historic district.
  - Since the building on the site is at least 50 years old, it could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

F. Public Schools Impacts

The site is located in the Taylor Elementary School, Blair Middle School and Maury High School Attendance Zones.

G. Environmental Impacts

- The applicant has agreed to make landscaping improvements to the site to bring the site closer to conformance with the landscaping and buffering requirements in the *Zoning Ordinance*.
  - Landscaping will be installed and maintained in the front yard between the building and the sidewalk.
- The new landscaping will also reduce the imperviousness of the site, which will reduce stormwater runoff.

H. Impact on Surrounding Area/Site

Granting the requests should not have a negative impact on the surrounding area, indeed, the proposal is entirely in character with the rest of W. 21st Street.

I. Payment of Taxes

The owner of the property is current on all real estate taxes.

J. Civic League

- Letters were sent to the Ghent Neighborhood League and Ghent Business Association on May 11.
- A letter of support was received from the Ghent Neighborhood League on June 24.

K. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16

L. Recommendation

Staff recommends that the rezoning and special exception request be **approved** subject to the special exception conditions shown below:

(a) Landscaping on the site shall installed and maintained in accordance with the attached landscape plan prepared by Robyn Thomas Architecture, dated June 8, 2016, attached hereto and marked as "Exhibit A," subject to any revisions as may be requested by the applicant and subsequently approved by the City's Department of Recreation Parks and Open Space.

(b) Not more than one (1) residential dwelling unit shall be located on the property.

Attachments:

Location map
Zoning map
Applications
Notice to the Ghent Neighborhood League and Ghent Business Association
Letter of support – Ghent Neighborhood League

Proponents and Opponents

Proponents

Mike Ziegenfuss – Applicant
925 W. 21st Street
Norfolk, VA 23517

Robyn Thomas – Representative
913 W. 21st Street
Norfolk, VA 23517

Opponents

None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 925 WEST 21ST STREET FROM I-1 (LIMITED INDUSTRIAL) TO C-2 (CORRIDOR COMMERCIAL) DISTRICT AND PCO-21ST STREET (PEDESTRIAN COMMERCIAL OVERLAY - 21ST STREET) OVERLAY DISTRICT).

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the property located at 925 West 21st Street is hereby rezoned from I-1 (Limited Industrial) district to C-2 (Corridor Commercial) district and PCO-21st Street (Pedestrian Commercial Overlay - 21st Street) overlay district. The property which is the subject of this rezoning is more fully described as follows:

> Property fronts 75 feet, more or less, along the southern line of West 21st Street beginning 1,450 feet, more or less, from the western line of Core Avenue and extending westwardly; premises numbered 925 West 21st Street.

Section 2:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 3:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 4:- That this ordinance shall be in effect from the date of its adoption.

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT MIXED USES ON PROPERTY LOCATED AT 925 WEST 21ST STREET.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a Special Exception is hereby granted to permit mixed uses on property located 925 West 21st Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 75 feet, more or less, along the southern line of West 21st Street beginning 1,450 feet, more or less, from the western line of Core Avenue and extending westwardly; premises numbered 925 West 21st Street.

Section 2:- That the Special Exception granted hereby shall be subject to the following conditions:

(a) Landscaping on the site shall installed and maintained in accordance with the attached landscape plan prepared by Robyn Thomas Architecture, dated June 8, 2016, attached hereto and marked as "Exhibit A," subject to any revisions that may be requested by the applicant and approved by the City's Department of Recreation Parks and Open Space.

(b) Not more than one (1) residential dwelling unit shall be located on the property

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

(a) The proposed use and development will be in harmony

with the objectives and policies of the adopted general plan and with the general and specific purposes for which this ordinance was enacted and for which the regulations of the district in question were established;

(b) The proposed use and development will not substantially diminish or impair the value of the property within the neighborhood in which it is located;

(c) The proposed use and development will not have an adverse effect upon the character of the area or the public health, safety and general welfare. Conditions may be applied to the proposed use and development, as specified in section 25-8 below, to mitigate potential adverse impacts;

(d) The proposed use and development will be constructed, arranged and operated so as not to interfere with the use and development of neighboring property in accordance with the applicable district regulations;

(e) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;

(f) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;

(g) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance;

(h) The proposed use and development will not cause substantial air, water, soil or noise pollution or other types of pollution which cannot be mitigated;

(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect

of the proposed type of special exception use on the city as a whole;

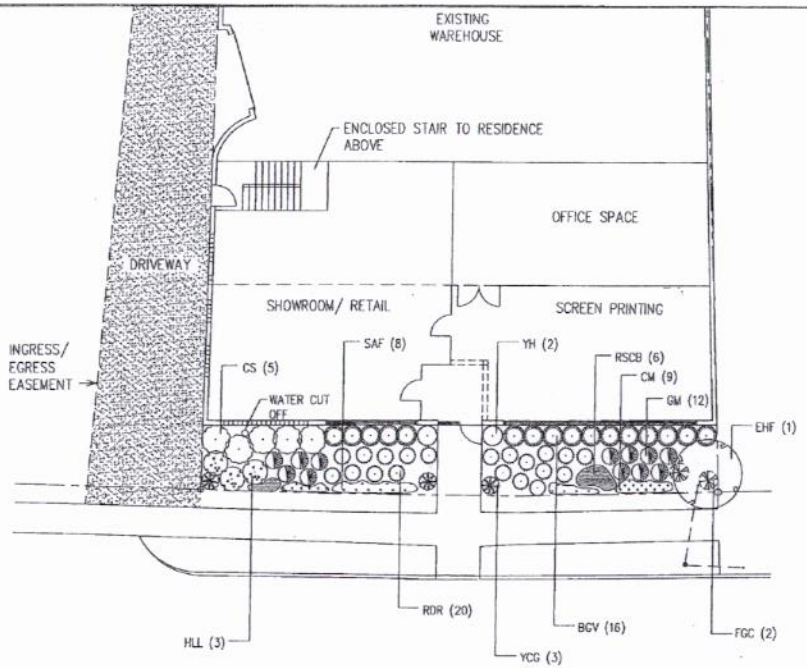
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

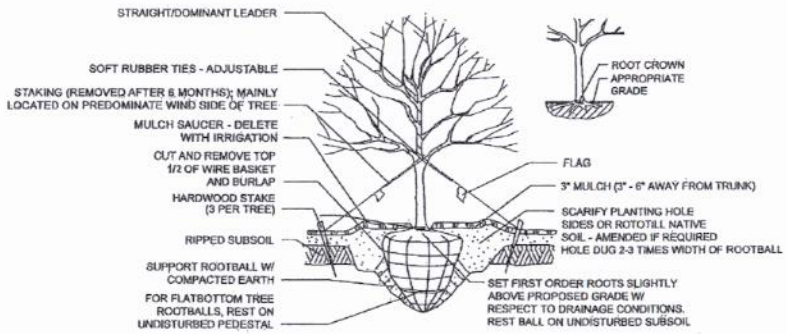
(k) No application for a special exception shall be recommended or granted until any and all delinquent real estate taxes owed to the City of Norfolk on the subject property have been paid.

Section 4:- That this ordinance shall be in effect from the date of its adoption.

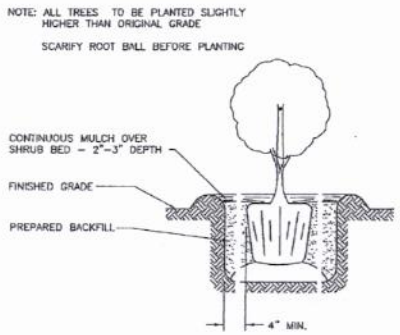
ATTACHMENT:
Exhibit A (1 page)

EXHIBIT A





TREE PLANTING DETAIL
N.T.S.



CONTAINER SHRUB DETAIL
N.T.S.

PLANTING SCHEDULE

Key	Botanical Name	Common Name	QTY	Size	Notes
BGV	*Buxus x. 'Green Velvet'*	Green Velvet Boxwood	16	18"	
HLL	*Hydrangea paniculata 'Little Lime'*	Little Lime Hydrangea	3	18"	
EHF	*Carpinus betulus 'Fastigiata'*	Columnar European Hornbeam	1	2" Cal, 8-10'	
YH	*Taxus x. media 'Hicksii'*	Hicks Yew	2	18"	
GM	*Muhlenbergia capillaris*	Muhly Grass	12		
SAF	*Sedum x. 'Autumn Fire'*	Autumn Fire Stonecrop	8		
CM	*Coreopsis verticillata 'Moonbeam'*	Moonbeam Coreopsis	9		
RSCB	*Perovskia atriplicifolia 'Crazy Blue'*	Crazy Blue Russian Sage	8		
CS	*Camellia sasanqua 'Shi-Shi Gashira'*	Shi-Shi Gashira Camellia	5	18"	
YCG	*Yucca filamentosa 'Color Guard'*	Color Guard Yucca	3	18"	
RDR	*Rosa x. 'Meigalpio'*	Drift Red Rose	20	18"	
FGC	*Pennisetum alopecuroides 'Cassian'*	Cassian Fountain Grass	2		

GENERAL NOTES:

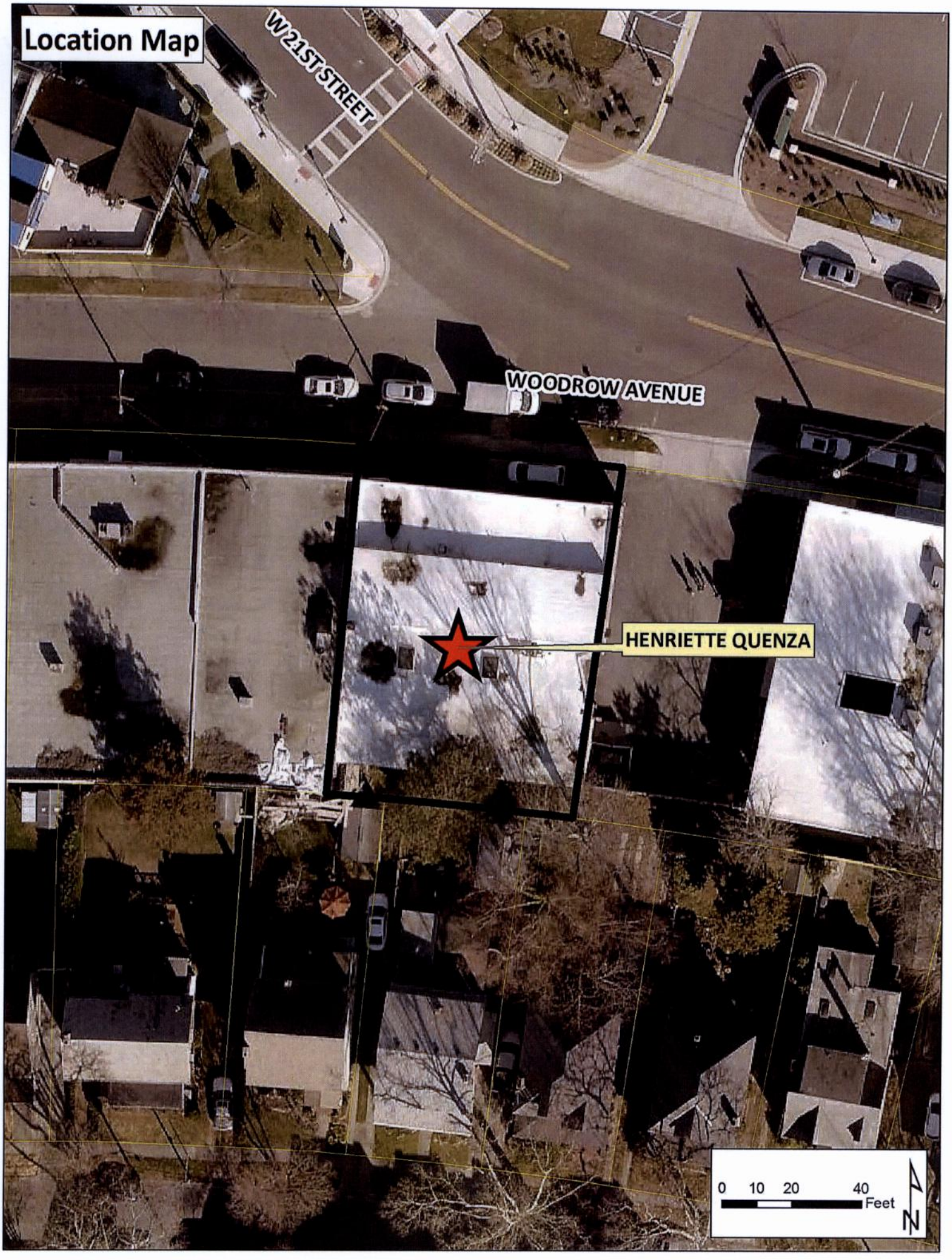
1. CONTRACTOR SHALL CONTACT 'MISS UTILITY' (1-800-552-7001) PRIOR TO THE COMMENCEMENT OF WORK.
2. CONTRACTOR SHALL VERIFY PLANT COUNTS. IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLAN AND PLANT SCHEDULE, THE PLAN SHALL GOVERN.
3. ALL PLANT MATERIALS SHALL CONFORM TO THE LANDSCAPE SPECIFICATIONS SET FORTH IN THE AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
4. MULCH SHALL BE APPLIED AT A CONSITENT DEPTH OF, AT MINIMUM, TWO (2) INCHES. MULCH SHALL NOT TOUCH TRUNKS OR STEMS OF PLANT MATERIALS.

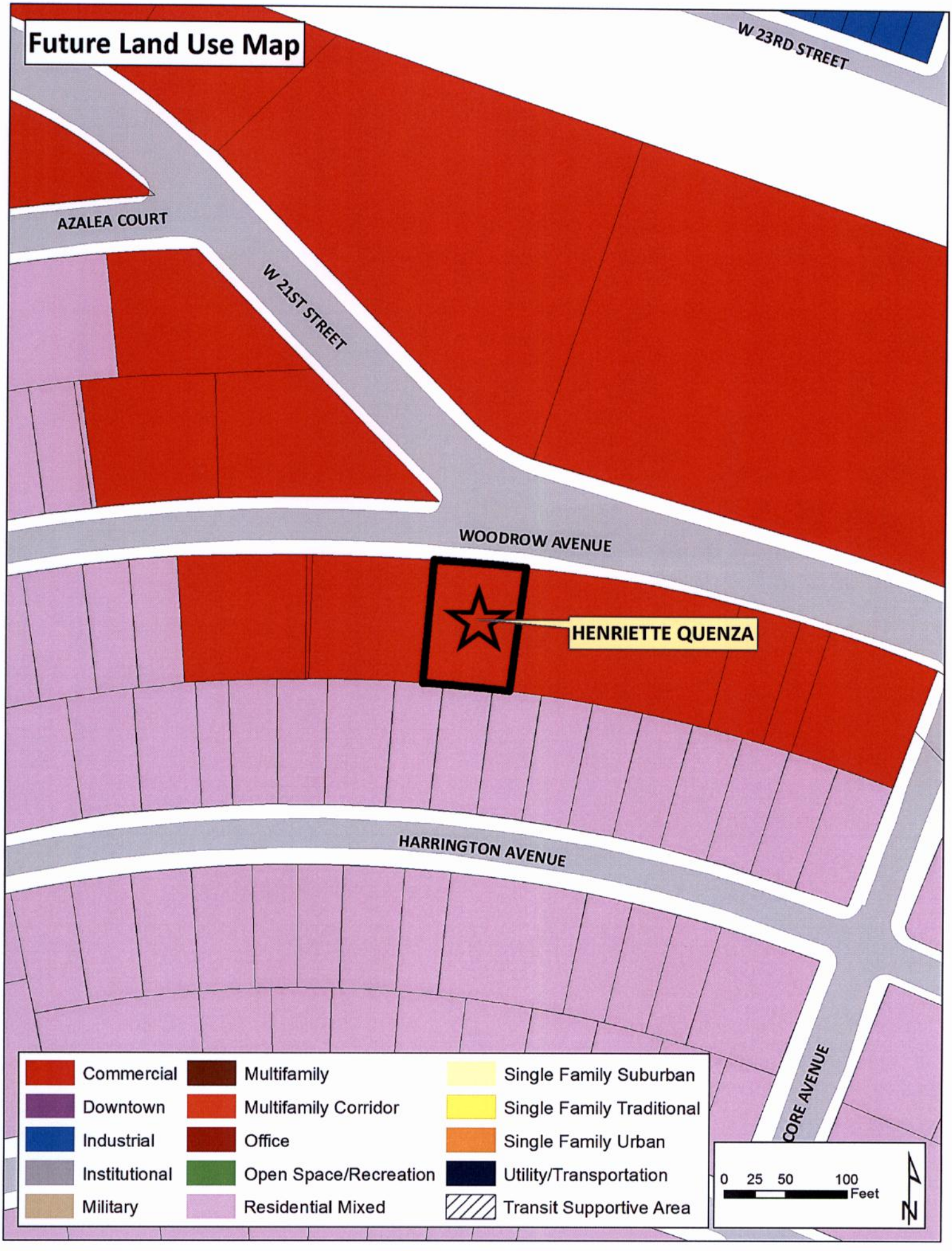
ROBYN THOMAS
ARCHITECTURE
913 W. 21st Street, Suite C
Norfolk, VA 23517
Ofc: 757.622.7100
Fax: 757.640.1014

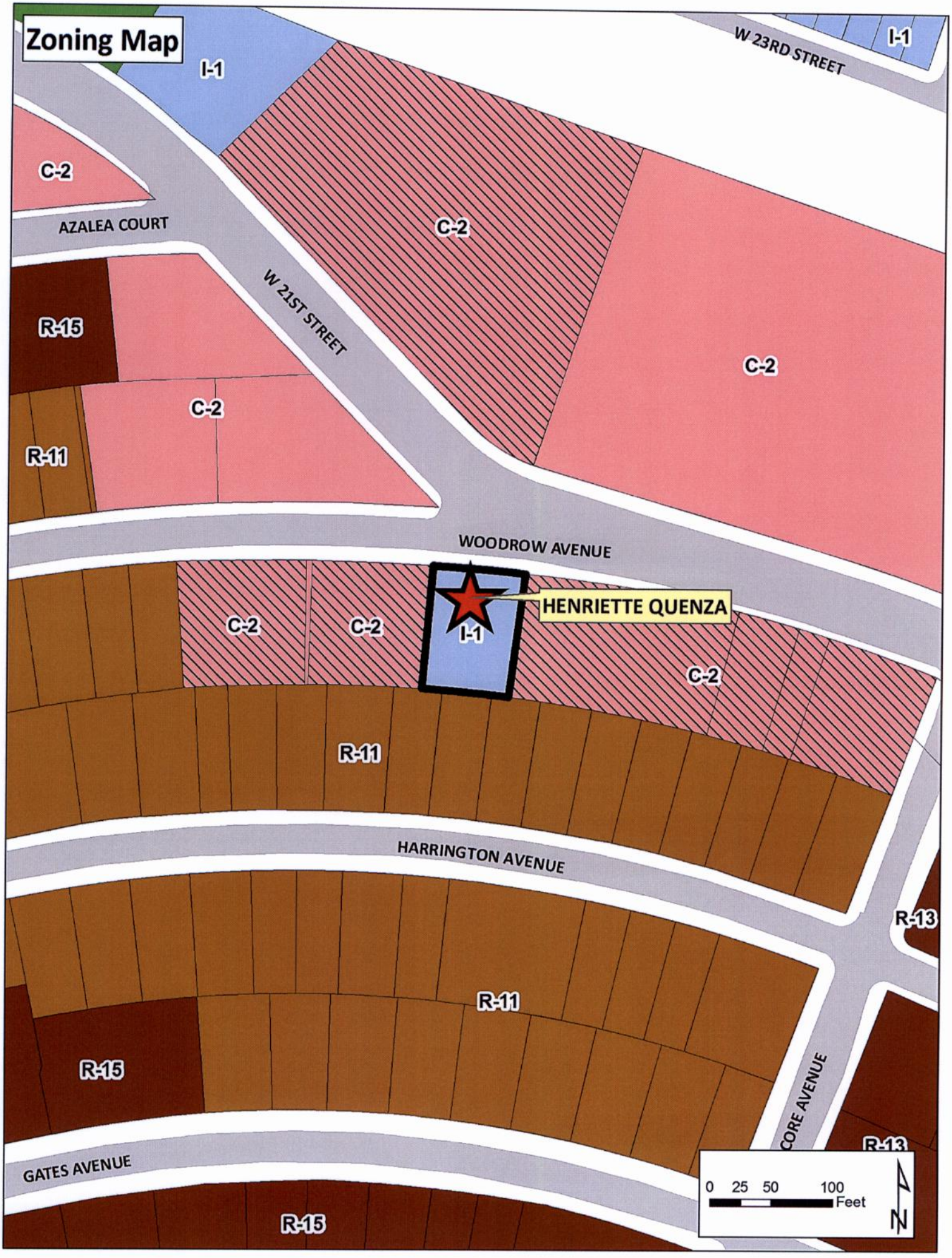
LANDSCAPE PLAN
925 21ST STREET
NORFOLK, VIRGINIA

REVISIONS		
△	DATE	COMMENTS
1	6/6/16	REVISED & ADDED PLANTS

1 OF 1	LS-1
06/05/16 DATE	
00-000 COMM NO.	
DRAWN	K.T.D.
CHECKED	M.L.T.
SCALE:	1/8"=1'-0"


Location Map
W 21ST STREET
WOODROW AVENUE
HENRIETTE QUENZA
0 10 20 40
Feet
N


Future Land Use Map
W 23RD STREET
AZALEA COURT
W 21ST STREET
WOODROW AVENUE
HENRIETTE QUENZA
HARRINGTON AVENUE
CORE AVENUE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 25 50 100
Feet
N


Zoning Map
I-1
W 23RD STREET
I-1
C-2
AZALEA COURT
C-2
W 21ST STREET
R-15
C-2
C-2
R-11
WOODROW AVENUE
HENRIETTE QUENZA
C-2
C-2
I-1
C-2
R-11
HARRINGTON AVENUE
R-13
R-11
R-15
CORE AVENUE
R-13
GATES AVENUE
R-15
0 25 50 100
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 4/27/16.

Change of Zoning

From: I1 **Zoning** **To:** C-2 **Zoning** CONDITIONAL USE W/ PCO. DISTRICT.

DESCRIPTION OF PROPERTY

Property location: (Street Number) 925 (Street Name) W. 21ST STREET

~~OFFICE/SALES~~

Existing Use of Property: OFFICE/SALES WITH RESIDENTIAL ON 2ND FLOOR

Current Building Square Footage 7500SF

Proposed Use NO CHANGE IN USE

Proposed Building Square Footage —

Trade Name of Business (If applicable)

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) QUENZA (First) HENRIETTE (MI) M

Mailing address of applicant (Street/P.O. Box): 925 W21ST STR.

(City) NORFOLK (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 537-7979 Fax (757) 623-4103

E-mail address of applicant: MIKE@HMZINC.COM

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

AUTHORIZED AGENT (if applicable)
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

ROBIN THOMAS ARCHITECTURE

2. Name of applicant: (Last) THOMAS (First) ROBIN (MI) J.

Mailing address of applicant (Street/P.O. Box): 913 W 21ST ST SUITE C

(City) NORFOLK (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 343-9567 Fax ( )

E-mail address of applicant: rthomas@robynthomasarchitect.com

PROPERTY OWNER
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) QUENZA (First) HENRIETTE (MI) M

Mailing address of property owner (Street/P.O. box): 925 W 21ST STR.

(City) NORFOLK (State) VA (Zip Code) 23517

Daytime telephone number of owner (757) 537-7979 email: MIKE@HMZINC.COM

CIVIC LEAGUE INFORMATION

Civic League contact: EMILY BIRKNOS GHS GNL

Date(s) contacted: TOM ENRIGHT GBA.

Ward/Super Ward information:

REQUIRED ATTACHMENTS

- ✓ Required application fee, **$705.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
  - If accompanied with a necessary map amendment to the City's adopted general plan, *plaNorfolk2030*, an additional technology surcharge of **$5** will be required.
- ✓ One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Property lines (see attached example)
- ✓ One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.
- ✓ Written description and details of the operation of the business (i.e., # of employees, # of bays, reason for rezoning, etc…)

CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: HENRIETTE Quenza QUENZA **Sign:** H Quenza 4 / 27 / 16
(Property Owner) (Date)

Print name: SAME **Sign:** _____ / ____ / ____
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: R Thomas **Sign:** Robin J Thomas / 4 / 27 / 16.
(Authorized Agent Signature) (Date)

APPLICATION
SPECIAL EXCEPTION

Special Exception for: 1 RESIDENTIAL UNIT IN C-2 ZONING

Date of application: 4/27/16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 925 (Street Name) W. 21ST ST

Existing Use of Property OFFICE/SALES W/ RESIDENCE ABOVE

Current Building Square Footage 7500 SF

Proposed Use NO CHANGE OF USE

Proposed Square Footage NO CHANGE

Proposed Hours of Operation: N/A

Weekday From _____ To _____

Friday From _____ To _____

Saturday From _____ To _____

Sunday From _____ To _____

Trade Name of Business (If applicable) —

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

APPLICANT
(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) QUENZA (First) HENRIETTE (MI) M

Mailing address of applicant (Street/P.O. Box): 925 W 21ST STR

(City) NORFOLK (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 537-7979 Fax (757) 623-4103

E-mail address of applicant: MIKE@HMZINC.COM

AUTHORIZED AGENT (if applicable)
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)
ROBYN THOMAS ARCHITECTURE PC

2. Name of applicant: (Last) THOMAS (First) ROBYN (MI) J

Mailing address of applicant (Street/P.O. Box): 913 W 21ST ST SUITE C

(City) NORFOLK (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 343-9567 Fax ( )

E-mail address of applicant: rthomas@robynthomasarchitect.com

PROPERTY OWNER
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) QUENZA (First) HENRIETTE (MI) M

Mailing address of property owner (Street/P.O. box): 925 W 21st street

(City) NORFOLK (State) VA (Zip Code) 23517

Daytime telephone number of owner (757) 537-7979 email: MIKE@HMZINC.COM

CIVIC LEAGUE INFORMATION

Civic League contact: Emily Barkness GNL Too Enright GBK

Date(s) contacted: 4/27/16.

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS:

- ✓ Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
- ✓ One 8½ x 14 inch or 11 x 17 inch copy of a physical survey, drawn to scale and showing site conditions and improvements (including portions of the right-of-way to the curb line):
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Property lines (see attached example)
- ✓ One 8 ½ x 14 inch or 11 x 17 inch copy of a conceptual site plan drawn to scale and showing all proposed site improvements, landscaping, drive aisles and parking with dimensions, and proposed changes to parcel/property lines (including lease lines) if applicable.

CERTIFICATION:

I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: HENRIETTE QUENZA (Property Owner) **Sign:** _____ 4/27/16 (Date)

Print name: HENRIETTE QUENZA (Applicant) **Sign:** _____ 4/27/16 (Date)

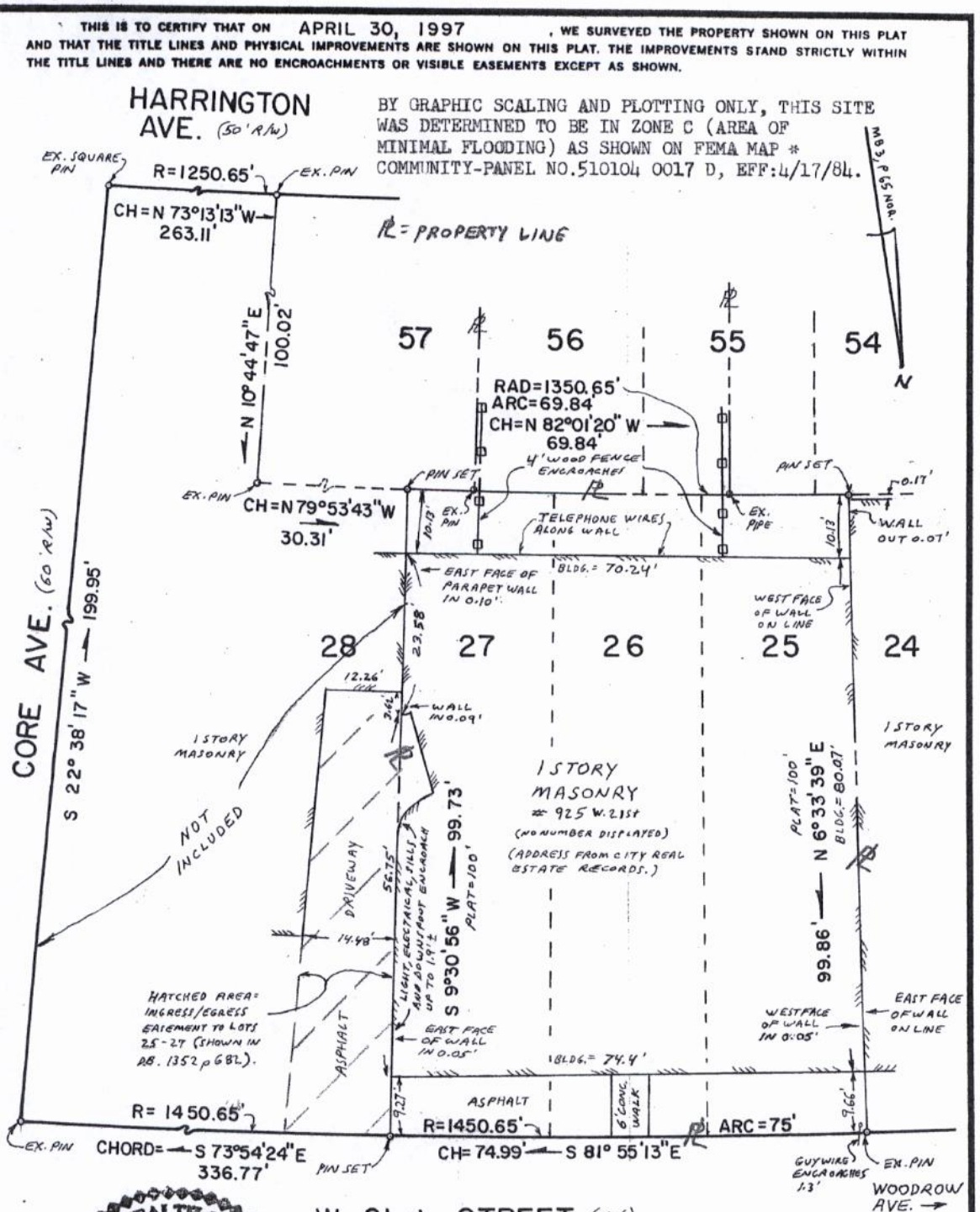
ONLY NEEDED IF APPLICABLE:

Print name: Robin J Thomas (Authorized Agent Signature) **Sign:** _____ 4/27/16. (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569

FOLDER
P-12468 (SWA)
P-80-5904
7F-22-3257

THIS IS TO CERTIFY THAT ON APRIL 30, 1997, WE SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE SHOWN ON THIS PLAT. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN.



COMMONWEALTH OF VIRGINIA
JOSEPH ANTHONY BECK
NO. 26
PROFESSIONAL ENGINEER
LAND SURVEYOR
4/30/97

PHYSICAL SURVEY
OF
LOTS 25, 26, & 27, BLOCK 8, PLAT B, WEST GHENT BLVD. CO., INC. (MB 3, P 65NOR) NORFOLK, VA

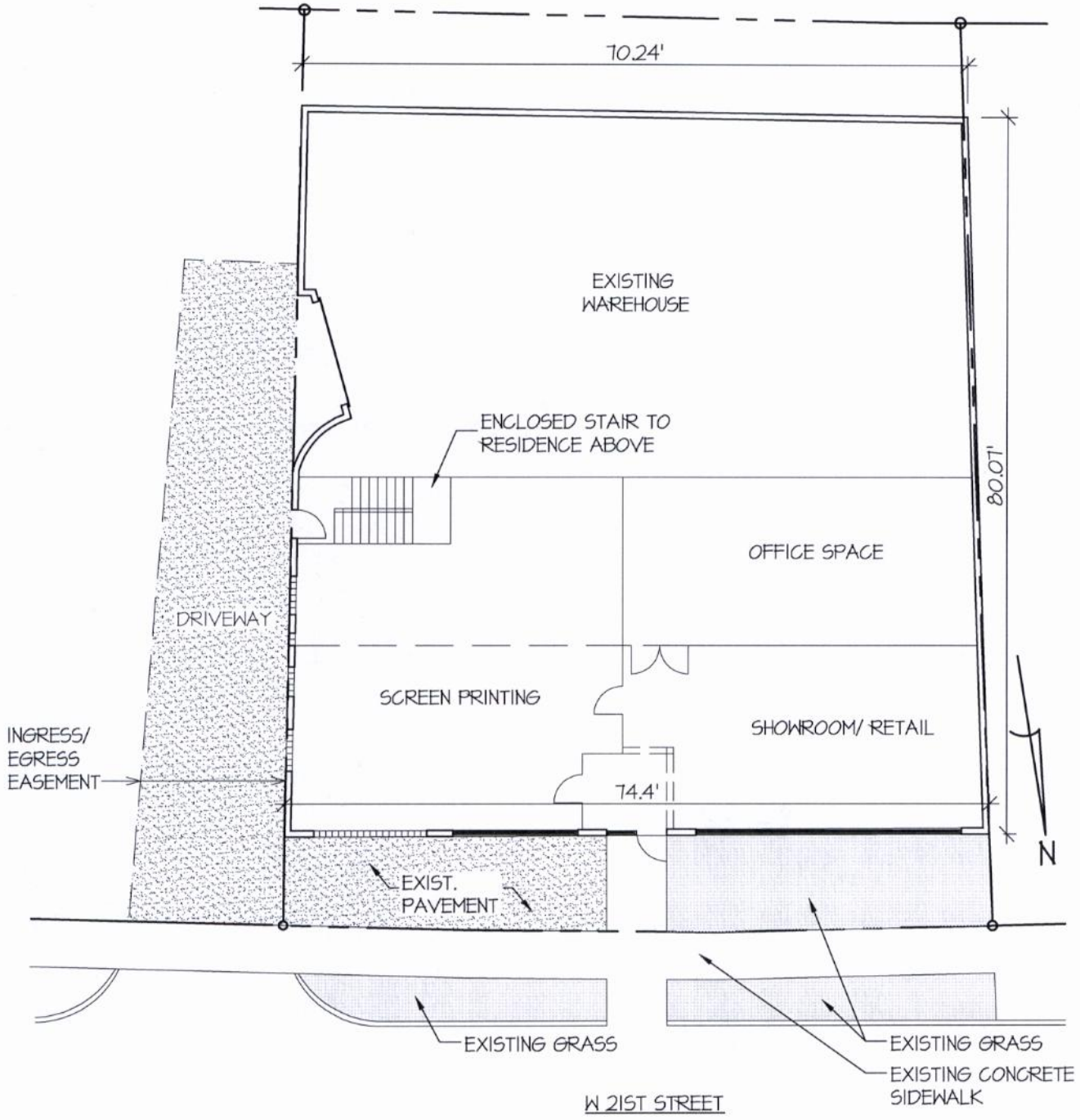
FOR
HENRIETTE M. QUENZA & LARRY T. BAUM

SCALE: 1" = 20'

CONSULTING ENGINEERS
BECK ASSOCIATES
NORFOLK VIRGINIA pc

DEED & TITLE REPORT NOT FURNISHED BY CLIENT.

P-97-9125



925 W. 21ST STREET

1/16" = 1'-0"

ROBYN THOMAS
ARCHITECTURE
913 W. 21st Street, Suite C
Norfolk, VA23517
Ofc: 757.622.7100
Fax: 757.640.1014

1 OF 1	A1
4-29-2016 DATE	
16-035 COMM NO.	
DRAWN NL	
CHECKED RJT	
16-035 BASE	

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:41 AM
To: 'Emily Birknes'; 'info@ghentva.org'; 'ted@nusbauminsurance.com'
Cc: Whibley, Terry; Winn, Barclay; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission applications - 925 W 21st St
Attachments: Quenza_rezoning.pdf; Quenza_special_exception.pdf

Ms. Birkness and Mr. Enright,

Attached please find the following applications at 925 W. 21st Street:

a. Change of zoning from I-1 (Limited Industrial) district to conditional C-2 (Corridor Commercial) district and Pedestrian Commercial Overlay District – 21st Street (PCO-21st).
b. Special exception for mixed uses.

The purpose of this request is to allow the existing warehouse building to add a retail and office suite along W. 21st Street and bring the existing nonconforming dwelling unit on the second floor into conformity.

The item is tentatively scheduled for the June 23, 2016 Planning Commission public hearing.

Staff contact: Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov

Thank You.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4769

Connect with us:
www.norfolk.gov

Simons, Matthew

From: Nathaniel McCormick <nmccormick@nrha.us>
Sent: Friday, June 24, 2016 9:29 AM
To: Homewood, George; Pollock, Susan; Simons, Matthew; Straley, Matthew
Cc: Emily Birknes (Emily@ghentva.org)
Subject: City Planning Commission - Ghent Neighborhood League Comments

Dear Mr., Homewood:

The purpose of this letter is to provide comments from the Ghent Neighborhood League (GNL) regarding two projects on the current City Planning Commission agenda and one project previously presented at the April and May CPC meetings.

The owner of the property at 925 West 21st Street made a presentation to the GNL at our regular meeting on June 16 regarding the proposed rezoning. Discussion raised no concerns among membership and GNL has no objection to this application.

On May 27, Claus Ihlemann and his architect Robyn Thomas offered a tour of his property at 2202 Llewellyn Avenue to discuss his proposed project. Three GNL Board members attended and discussed the project at the June 16 general membership meeting. Since it appears parking for this larger project will be able to be accommodated on (or adjacent to) the site, the discussion raised no concerns among membership. GNL supports the current rezoning application but would like to be kept apprised of design details as the project develops.

Finally, GNL had a representative from The Monument Companies make a presentation at the June 16 meeting regarding their project at 200-210 East 22nd Street. Again, as it appears there is adequate on-site parking to accommodate the proposed residential units, GNL has no objection to the project.

Thank you for your consideration of this input.

Respectfully,

Nat McCormick
Ghent Neighborhood League
Project Review Committee Chairman

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Change of Zoning from I-1 (Limited Industrial) district to C-2 (Corridor Commercial) district and Pedestrian Commercial Overlay District – 21st Street (PCO-21st) and a special exception for mixed uses at 2200 Llewellyn Avenue – Claus Ihlemann**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-7

I. **Staff Recommendation: Approval**.

II. **Commission Action:** By a vote of **7 to 0**, the Planning Commission recommends **Approval** of the requests.

III. **Request:** The applicant proposes to convert the existing industrial warehouse to commercial uses with three residential units on the second floor.

IV. **Applicant: Claus Ihlemann**

V. **Description:**

- The site is currently developed with a warehouse used to store furniture.
- The applicant proposes to convert the space into 25,866 square feet of retail space with multiple tenants and add a second floor to the southern wing of the building for three residential units.
- To accommodate the proposal:
  - The site is being rezoned to C-2 and will be included in the 21st Street PCO which surrounds the site to the south and west.
  - A special exception for the mixed uses is proposed.

VI. **Historic Resources Impacts**

- The warehouse is a contributing structure in the Williamson/Woodland State and National Historic District.
- The applicant will apply for state historic tax credits for improvements to the structure.

VII. Public Schools Impacts

- School attendance zones include Taylor Elementary School (74% utilization), Blair Middle School (77% utilization) and Maury High School (95% utilization).
- Generally, no school aged children are projected to be generated by the proposed development (0.1 school aged children per unit).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

Staff point of contact: Susan Pollock at 664-4765, susan.pollock@norfolk.gov

Attachments:

- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Susan Pollock Hart, CFM

Staff Report	**Item No. 6**	
Addresses	**2202 Llewellyn Avenue**	
Applicant	**Claus Ihlemann**	
Requests	**Conditional Rezoning**	I-1 (Limited Industrial) district to C-2 (Corridor Commercial) district and Pedestrian Commercial Overlay District – 21st Street (PCO-21st).
	Special Exception	**Mixed Uses**
Property Owner	3920 Granby, LLC	
Site Characteristics	Site Area/Building Area	36,964/59,800 square feet
	Future Land Use Map	Commercial
	Zoning	I-1 (Limited Industrial) district
	Neighborhood	Ghent
	Character District	Traditional
Surrounding Area	North	I-2 (Light Industrial): The Desk Doctor Furniture Repair
	East	I-1: Albano Cleaners
	South	C-2/21st Street PCO; Retail sales and services
	West	C-2/21st Street PCO; Palace Station

A. Summary of Request

- The property is located on the east side of Llewellyn Avenue between W. 22nd Street and the railroad.
- The applicant proposes to convert the existing industrial warehouse to commercial uses with three residential units on the second floor.

B. Plan Consistency

Analysis

The proposed change of zoning and special exception are consistent with *plaNorfolk2030*, which designates this site as commercial.

C. Zoning Analysis

i. General

- The site is currently developed with a warehouse used to store furniture.
- The applicant proposes to convert the space into 25,866 square feet of retail space with multiple tenants and add a second floor to the southern wing of the building for three residential units.
- To accommodate the proposal:
  - The site is being rezoned to C-2 and will be included in the 21st Street PCO which surrounds the site to the south and west.
  - A special exception for the mixed uses is proposed.

ii. Parking

- The applicant proposes to improve the parking lot located directly across Llewellyn Avenue to the west in accordance with the Site Plan Review requirements including parking, landscaping and stormwater.
- This lot, in conjunction with the existing parking will provide sufficient parking for the Palace Station and the new adaptive reuse mixed use project.

iii. Flood Zone

The property is located in the X (Low to Moderate) zone which is not considered a special flood hazard area.

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposed mixed use development will generate 1,236 new vehicle trips per day.
- Based upon ITE data, the existing warehouse use on this site would be expected to generate 115 weekday trips while the proposed restaurant, retail and residential uses would be expected to generate 1,351 trips on weekdays.
- Llewellyn Avenue adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.

- However, 21st Street near the site is identified as a severely congested corridor in the PM peak in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus route 4 (Church) operating near the site.
- Llewellyn Avenue adjacent to the site an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

- The warehouse is a contributing structure in the Williamson/Woodland State and National Historic District.
- The applicant will apply for state historic tax credits for improvements to the structure.

F. Public Schools Impacts

- School attendance zones include Taylor Elementary School (74% utilization), Blair Middle School (77% utilization) and Maury High School (95% utilization).
- Generally, no school aged children are projected to be generated by the proposed development (0.1 school aged children per unit).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

G. Environmental Impacts

The proposed additions, parking lot improvements and site modifications will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.

H. AICUZ Impacts

The site is not located in any noise or accident potential zones.

I. Surrounding Area/Site Impacts

- This site is located just south of the railroad tracks and on the perimeter of the Ghent Business District.
- An adaptive reuse of the structure will expand the 21st Street PCO district while saving a contributing historic structure.
- The proposed, newly improved parking lot, should serve to provide needed parking for adaptive reuse as well as other tenants of the Palace Station.

J. Payment of Taxes

The owner of the property is current on all real estate taxes.

K. Civic League

Notice was sent to the Ghent Neighborhood League and the Ghent Business Association on May 11.

L. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 10.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and 16.

M. Recommendation

Staff recommends **approval** of the rezoning request, and the special exception for mixed use.

Attachments

Location Map
Future Land Use Map
Zoning Map
Application
Notice to the Civic League

Proponents and Opponents

Proponents
Robyn Thomas
913 W. 21st Street
Norfolk, VA 23517

Opponents
None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 2202 LLEWELLYN AVENUE FROM I-1 (LIMITED INDUSTRIAL) TO C-2 (CORRIDOR COMMERCIAL) DISTRICT AND PCO-21ST STREET (PEDESTRIAN COMMERCIAL OVERLAY - 21ST STREET) OVERLAY DISTRICT).

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the property located at 2202 Llewellyn Avenue is hereby rezoned from I-1 (Limited Industrial) district to C-2 (Corridor Commercial) district and PCO-21st Street (Pedestrian Commercial Overlay - 21st Street) overlay district. The property which is the subject of this rezoning is more fully described as follows:

> Property fronts 177 feet, more or less along the eastern line of Llewellyn Avenue and 185 feet, more or less, along the northern line of West 22nd Street; premises numbered 2202 Llewellyn Avenue.

Section 2:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

Section 3:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 4:- That this ordinance shall be in effect from the date of its adoption.

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT MIXED USES ON PROPERTY LOCATED AT 2202 LLEWELLYN AVENUE.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a Special Exception is hereby granted to permit mixed uses on property located 2202 Llewellyn Avenue. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 177 feet, more or less along the eastern line of Llewellyn Avenue and 185 feet, more or less, along the northern line of West 22nd Street; premises numbered 2202 Llewellyn Avenue.

Section 2:- That the Special Exception granted hereby shall be subject to the following condition:

(a) Not more than three (3) residential dwelling units shall be located on the property.

Section 3:- That the City Council hereby determines that the Special Exception granted herein complies with each of the requirements of § 25-7 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), namely that:

(a) The proposed use and development will be in harmony with the objectives and policies of the adopted general plan and with the general and specific purposes for which this ordinance was enacted and for which the regulations of the district in question were established;

(b) The proposed use and development will not substantially diminish or impair the value of the property within the neighborhood in which it is located;

(c) The proposed use and development will not have an adverse effect upon the character of the area or the public health, safety and general welfare. Conditions may be applied to the proposed use and development, as specified in section 25-8 below, to mitigate potential adverse impacts;

(d) The proposed use and development will be constructed, arranged and operated so as not to interfere with the use and development of neighboring property in accordance with the applicable district regulations;

(e) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;

(f) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;

(g) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance;

(h) The proposed use and development will not cause substantial air, water, soil or noise pollution or other types of pollution which cannot be mitigated;

(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city as a whole;

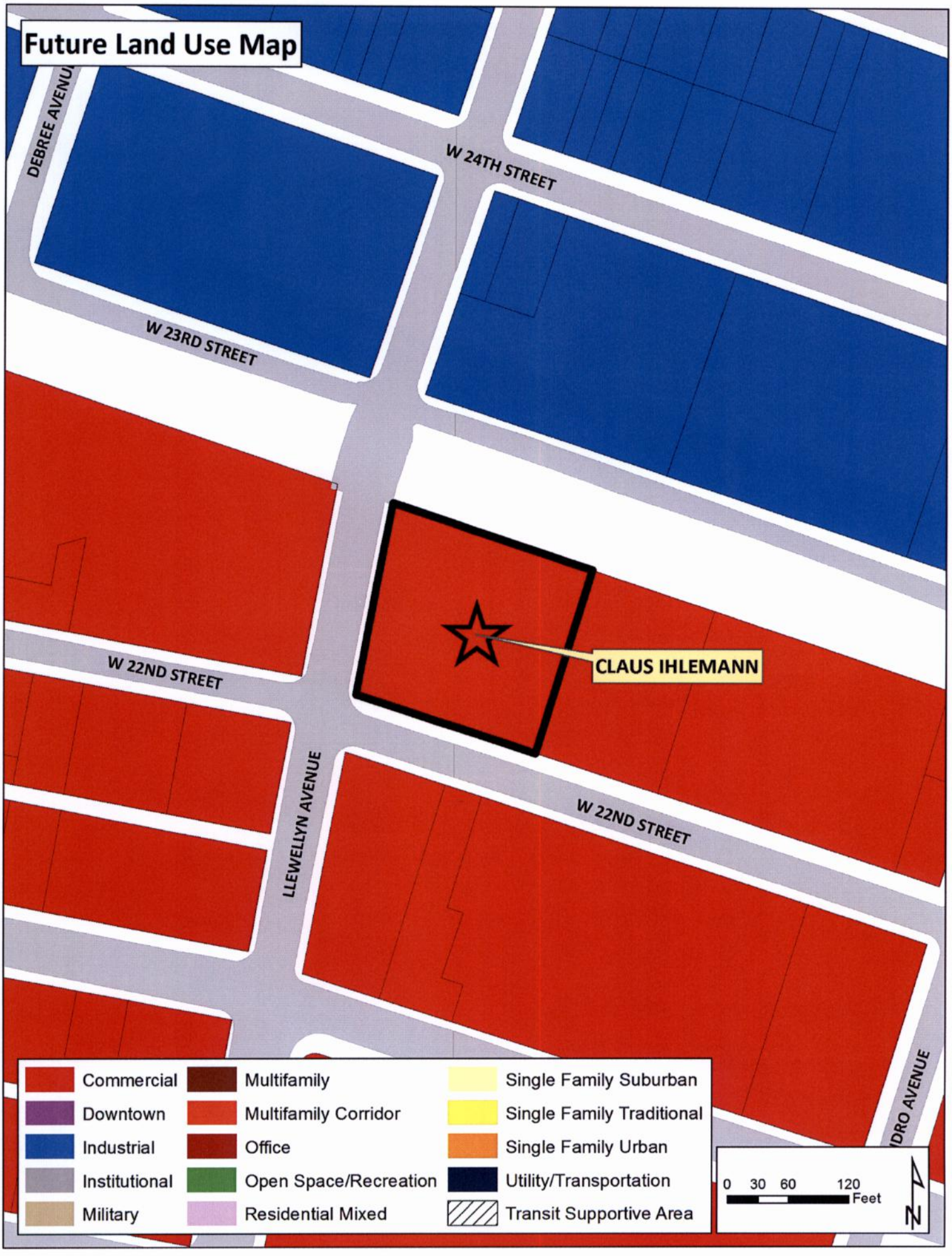
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

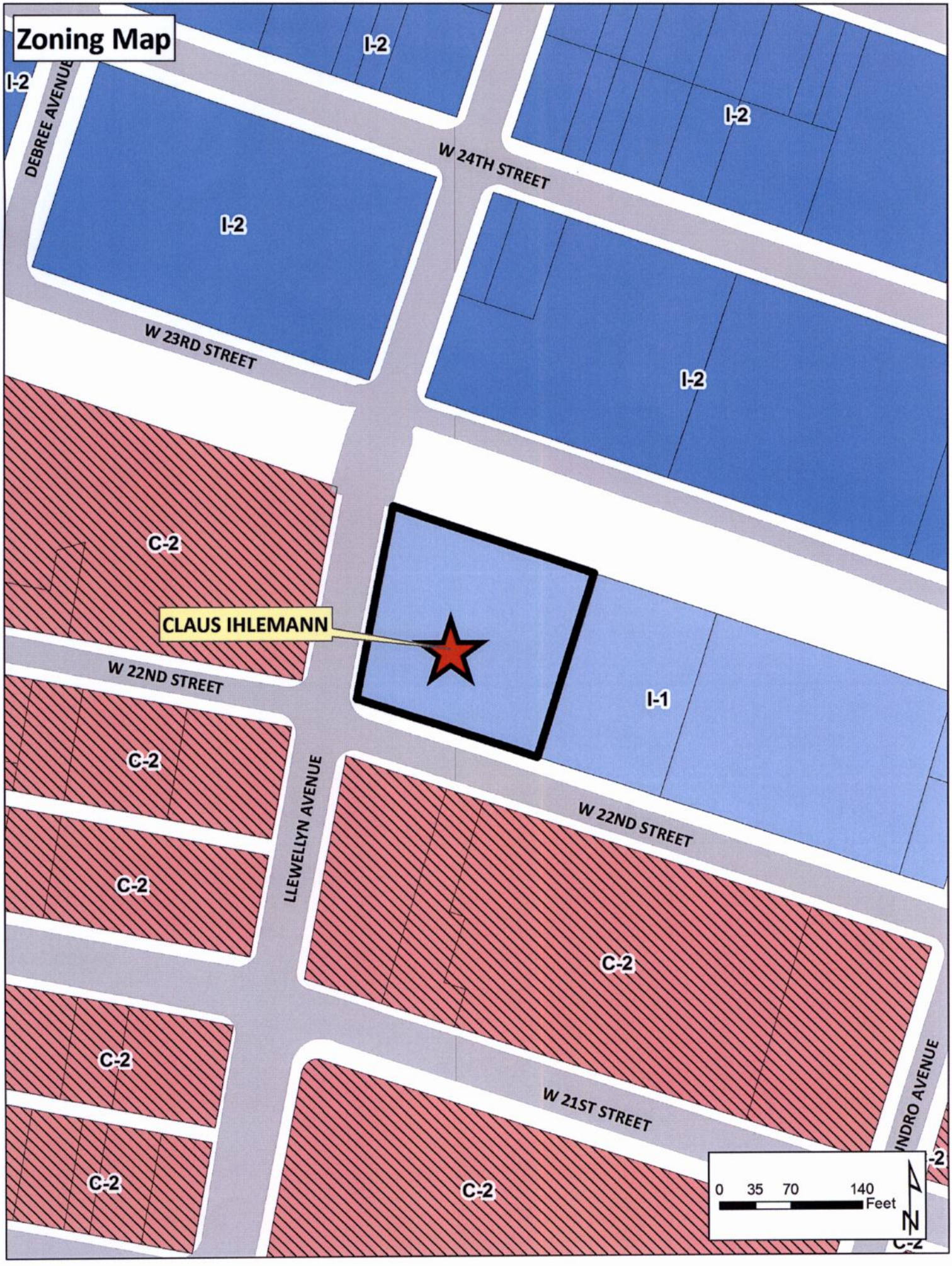
(k) No application for a special exception shall be recommended or granted until any and all delinquent

real estate taxes owed to the City of Norfolk on the subject property have been paid.

Section 4:- That this ordinance shall be in effect from the date of its adoption.

Location Map
W 23RD STREET
W 22ND STREET
CLAUS IHLEMANN
LLEWELLYN AVENUE
W 22ND STREET
0 15 30 60
Feet
N


Future Land Use Map
DEBREE AVENU
W 24TH STREET
W 23RD STREET
CLAUS IHLEMANN
W 22ND STREET
LLEWELLYN AVENUE
W 22ND STREET
DRO AVENUE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 30 60 120
Feet
N


Zoning Map
I-2
DEBREE AVENUE
W 24TH STREET
I-2
I-2
W 23RD STREET
I-2
C-2
CLAUS IHLEMANN
W 22ND STREET
I-1
C-2
C-2
LLEWELLYN AVENUE
W 22ND STREET
C-2
C-2
C-2
W 21ST STREET
C-2
0 35 70 140 Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 4/27/2016

Change of Zoning

From: I1 Zoning To: Conditional C2 with PCO Zoning

Conditional C-2 w/ PCO.-21st Street

DESCRIPTION OF PROPERTY

Property location: (Street Number) 2202 (Street Name) Llewellyn Ave

Existing Use of Property: Warehouse / Business / Retail

Current Building Square Footage 32,340

Proposed Use Mixed use including Residential

Proposed Building Square Footage 27,460

Trade Name of Business (If applicable)

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) Ihlemann (First) Claus (MI)

Mailing address of applicant (Street/P.O. Box): 301 W. 21st Street

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 622-9999 Fax ( )

E-mail address of applicant: claus@decorumfurniture.com

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

AUTHORIZED AGENT (if applicable)
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) Thomas (First) Robyn (MI) J

Mailing address of applicant (Street/P.O. Box): 913 W. 21st Street Ste. C

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 343-9567 Fax ( )

E-mail address of applicant: rthomas@robynthomasarchitect.com

PROPERTY OWNER
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) Ihlemann (First) Claus (MI)

Mailing address of property owner (Street/P.O. box): 301 W. 21st Street

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of owner (757) 622-9999 email: ~~claus@decorum.com~~ claus@decorumfurniture.com

CIVIC LEAGUE INFORMATION

Civic League contact: Emily Birkness (GNL), Ted Enright (GBA)

Date(s) contacted: 4/27/2016

Ward/Super Ward information:

CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

✓ Print name: CLAUS IHLEMANN Sign: [signature] 4/28/2016
(Property Owner or Authorized Agent of Signature) (Date)

same

✓ Print name: _____ Sign: _____ / ____ / ____
(Applicant) (Date)

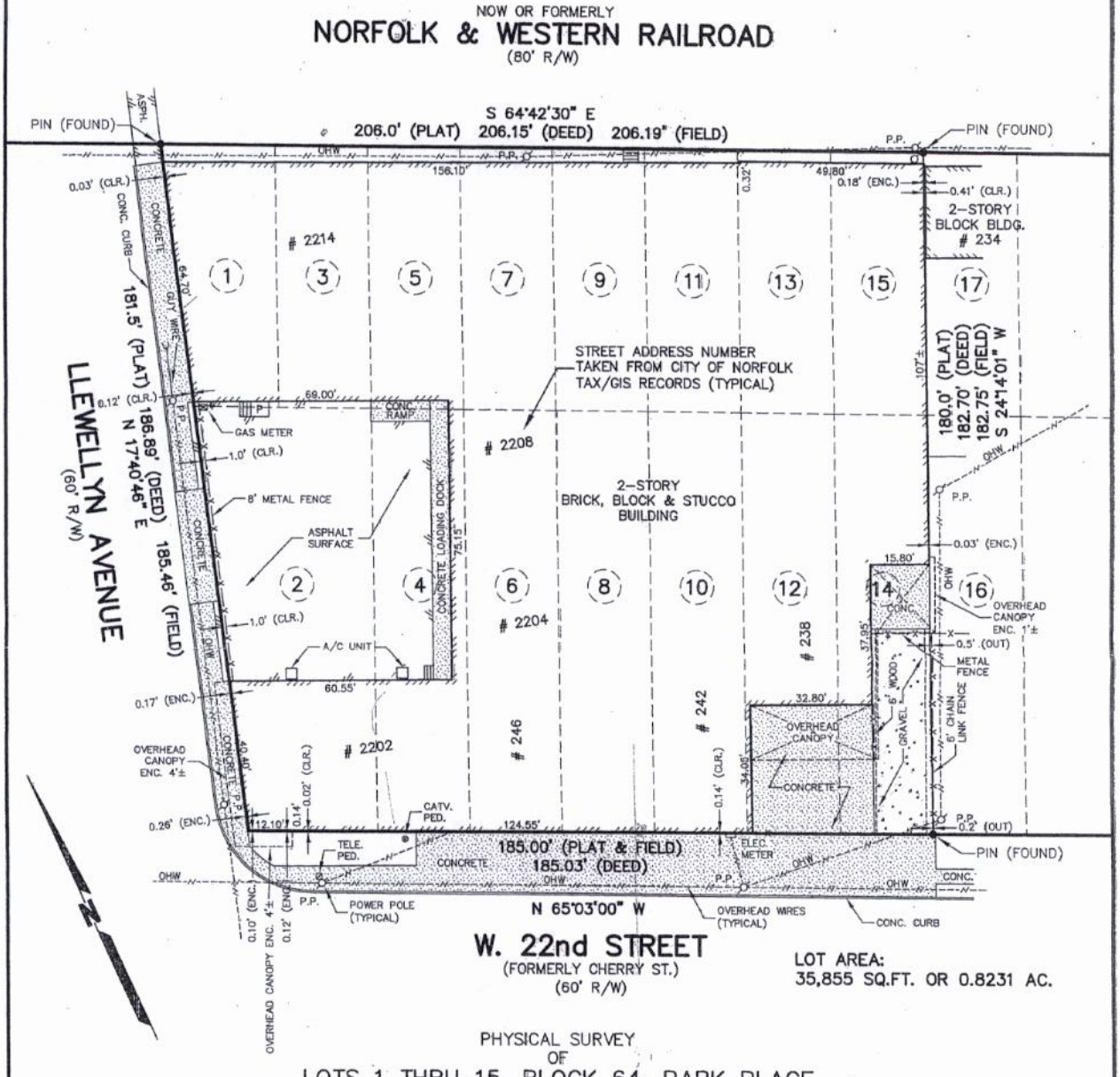
ONLY NEEDED IF APPLICABLE:

Print name: Robert J Thomas Sign: [signature] 4/27/16.
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

THIS IS TO CERTIFY THAT I ON AUGUST 3, 2013 SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS ON THE PROPERTY EXCEPT AS SHOWN.

SIGNED :



PHYSICAL SURVEY
OF
LOTS 1 THRU 15, BLOCK 64, PARK PLACE
NORFOLK, VIRGINIA
FOR
CLAUS IHLEMAN

REFERENCE:
INST. #990002772

NOTES :

1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ANY/ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT SAID PROPERTY AS SHOWN.

2) ROOD LAND SURVEYING, P.C. IS NOT A PARTY IN DETERMINING THE REQUIREMENTS FOR FLOOD INSURANCE ON THE PROPERTY SHOWN HEREON. THIS SURVEY DOES NOT IMPLY THAT THIS PROPERTY WILL OR WILL NOT BE SUBJECT TO FLOODING. FOR FURTHER INFORMATION, CONTACT THE LOCAL COMMUNITY FLOOD OFFICIAL.

FLOOD ZONE INFORMATION : ACCORDING TO F.E.M.A.'S FLOOD INSURANCE RATE MAP (F.I.R.M.), THE PROPERTY SHOWN HEREON APPEARS TO FALL WITHIN FLOOD ZONE(S) X
COMMUNITY-PANEL NO. 510104 0130 F MAP REVISED: 09/02/2009 BASE FLOOD ELEVATION = N/A

COMMONWEALTH OF VIRGINIA
ARTHUR L. ROOD
Lic. No. 1543
08/08/13
LAND SURVEYOR

ROOD
LAND SURVEYING, P.C.
5737 BARTEE STREET
NORFOLK, VA. 23502
TEL: (757) 466-1111
FAX: (757) 466-9384

GRAPHIC SCALE
0 15 30 60 90

SCALE:	1"=30'	DRAWN BY:	W.W.L.
DATE:	08/03/2013	F.B. 241	PG. 48-49
REF:	M.B. 1, Pg. 8A & 8B (Norfolk)		

62,507 S-1221

REF: 16,363-85 & 50,526-99
F.B. 743, PG. 24

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Three residential units in a C2 Zoning

Date of application: 4/27/2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 2202 (Street Name) Llewellyn

Existing Use of Property Warehouse, Business, Retail

Current Building Square Footage 32,340

Proposed Use

Mixed use including Residential (3 dwelling units)

Proposed Square Footage 27,460

Proposed Hours of Operation:

Weekday	From	n/a	To	n/a
Friday	From	n/a	To	n/a
Saturday	From	n/a	To	n/a
Sunday	From	n/a	To	n/a

Trade Name of Business (If applicable) n/a

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569

(Revised January, 2015)

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) Ihlemann (First) Claus (MI)

Mailing address of applicant (Street/P.O. Box): 301 W 21st St.

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 622-9999 Fax ( )

E-mail address of applicant: claus@decorumfurniture.com

AUTHORIZED AGENT (if applicable)

(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) Thomas (First) Robyn (MI) J

Mailing address of applicant (Street/P.O. Box): 913 W 21st St Ste. C

(City) Norfolk (State) Va (Zip Code) 23517

Daytime telephone number of applicant (757) 343-9567 Fax ( )

E-mail address of applicant: rthomas@robynthomasarchitect.com

PROPERTY OWNER

(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) Ihlemann (First) Claus (MI)

Mailing address of property owner (Street/P.O. box): 301 W. 21st St

(City) Norfolk (State) Va (Zip Code) 23517

Daytime telephone number of owner (757) 622-9999 email: claus@decorumfurniture.com

CIVIC LEAGUE INFORMATION

Civic League contact: Emily Birkness (GNL), Ted Enright (GBA

Date(s) contacted: 4/27/2016

Ward/Super Ward information:

CERTIFICATION:

I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

✓ **Print name:** CLAUS ILLGEMANN **Sign:** _____ / 4/28/2016
(Property Owner or Authorized Agent of Signature) (Date)

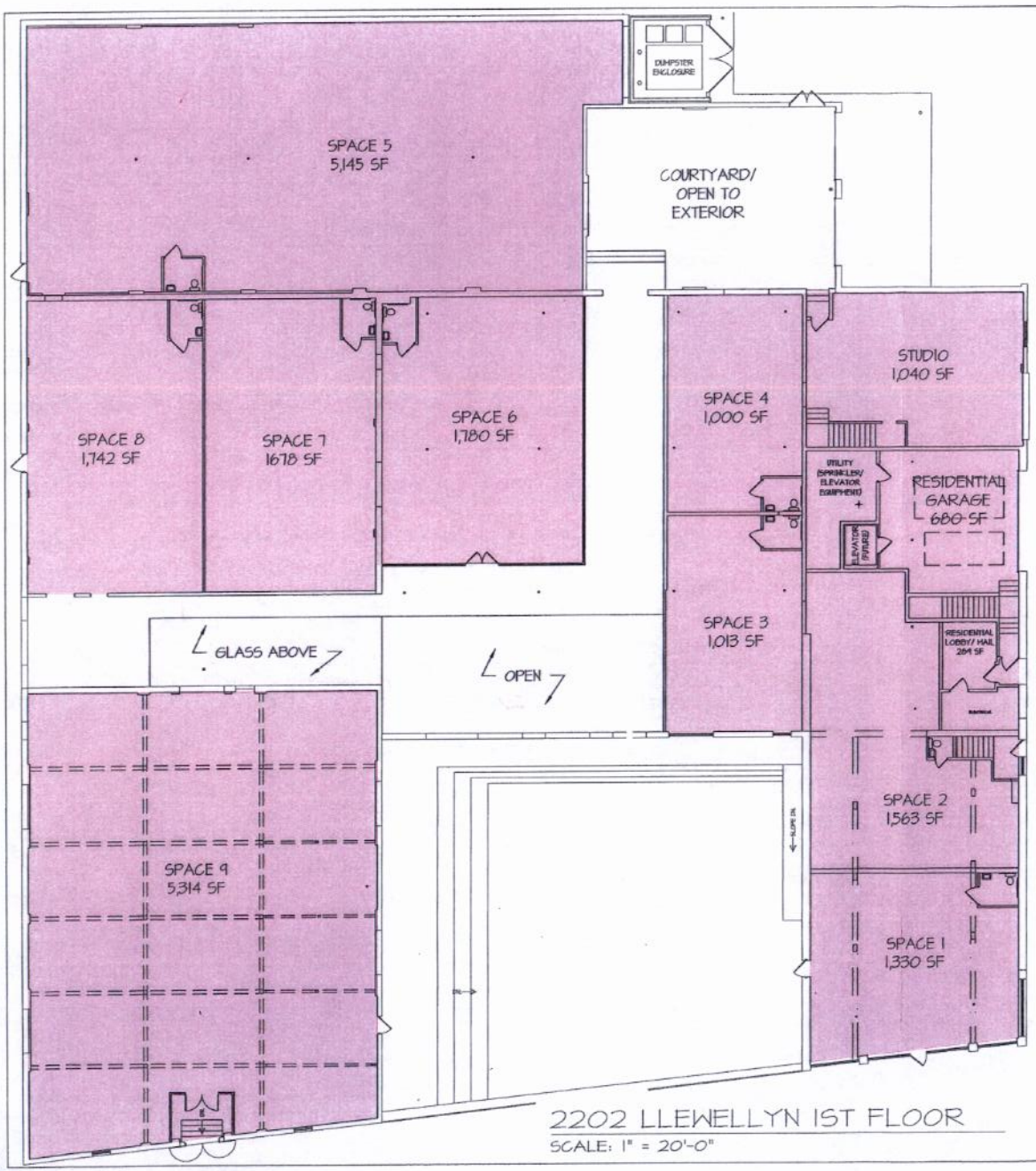
same

✓ **Print name:** _____ **Sign:** _____ / ____ / ____
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

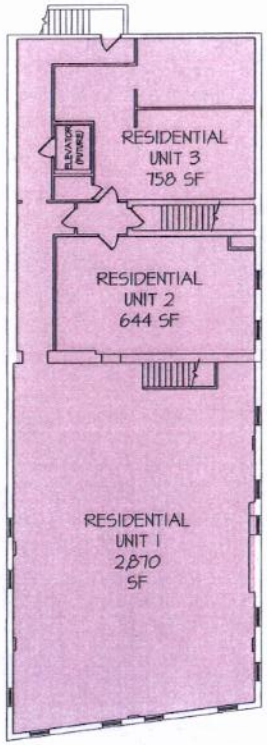
Print name: Robin J Thomas **Sign:** _____ 4/27/16
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569



2202 LLEWELLYN 1ST FLOOR

SCALE: 1" = 20'-0"



2ND FLOOR

SCALE: 1" = 20'-0"

DEPOT PARKING ANALYSIS

NORFOLK, VIRGINIA

4/19/16 PALACE SHOPS, STATION, DEPOT - PARKING ANALYSIS

ADDRESS STREET	ADDRESS NUMBER	SQ. FT.	TENANT	SEATS	USE	REQ'D PARKING
2202 LLEWELLYN	1	1,330	AVAILABLE			2
2202 LLEWELLYN	2	1,563	AVAILABLE			2.4
2202 LLEWELLYN	3	1,013	AVAILABLE			1.5
2202 LLEWELLYN	4	1,000	AVAILABLE			1.5
2202 LLEWELLYN	5	5,154	AVAILABLE			21
2202 LLEWELLYN	6	1,780	AVAILABLE			3
2202 LLEWELLYN	7	1,678	AVAILABLE			3
2202 LLEWELLYN	8	1,742	AVAILABLE			3
2202 LLEWELLYN	9	5,314	AVAILABLE	340		85
2202 LLEWELLYN	R-1 STUDIO	1,040	LANDLORD			-
2202 LLEWELLYN	R-1	2,870	LANDLORD			1
2202 LLEWELLYN	R-2	758	LANDLORD			1
2202 LLEWELLYN	R-3	644	LANDLORD			1
		25,866 TOTAL				

ACTUAL PARKING: 132 SPACES (2 GARAGE SPACES + 130 GRANDFATHERED SPACES)

REQUIRED PARKING: 126 SPACES (2 GARAGE SPACES, 48 REMAINING ACTUAL SPACES FROM PALACE SHOPS & PALACE STATION + 78 GRANDFATHERED SPACES)

THE PROPERTY AT 2202 LLEWELLYN AVENUE HAS PREVIOUSLY WITHOUT PARKING. THE 32,540 SF SPACE WOULD REQUIRE 130 PARKING SPACES. THESE 130 GRANDFATHERED SPACES ARE COUNTED IN THE TOTAL DEPOT ACTUAL PARKING COUNT.

MERCANTILE (M)= 4/ 1,000 S.F.
RESTAURANT/ ASSEMBLY (A)= 1/ 4 SEATS
RESIDENTIAL= 1/ UNIT

BUSINESS (B)= 4/ 1,000 S.F.
SPECIALTY (S)= 1.5/ 1,000 S.F.
STOCKROOM (sr)= 1/ 1,000 S.F.

ROBYN THOMAS
ARCHITECTURE

913 W. 21st Street, Suite C
Norfolk, VA 23517

Ofc: 757.622.7100
Fax: 757.640.1014

2 OF 2	
4.28.16 DATE	SK2
15-047 COMM. NO.	
DRAWN	JRC
CHECKED	RJT

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:37 AM
To: 'Emily Birknes'; 'info@ghentva.org'; 'ted@nusbauminsurance.com'
Cc: Whibley, Terry; Winn, Barclay; Wilson, Denise; Pollock, Susan
Subject: new Planning Commission applications - 2202 Llewellyn Ave
Attachments: PalaceShops_rezoning.pdf; PalaceShops_special_exception.pdf

Ms. Birkness and Mr. Enright,

Attached please find the following applications at 2202 Llewellyn Avenue:

a. Change of zoning from I-1 (Limited Industrial) district to conditional C-2 (Corridor Commercial) district and Pedestrian Commercial Overlay District – 21st Street (PCO-21st).
b. Special exception for mixed uses.

The purpose of this request is to allow the vacant warehouse building to be converted into commercial suites with three dwelling units above on the second story.

The item is tentatively scheduled for the June 23, 2016 Planning Commission public hearing.

Staff contact: Susan Pollock Hart at (757) 664-4765, susan.pollock@norfolk.gov

Thank You.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4769

Connect with us:
www.norfolk.gov

Simons, Matthew

From: Nathaniel McCormick <nmccormick@nrha.us>
Sent: Friday, June 24, 2016 9:29 AM
To: Homewood, George; Pollock, Susan; Simons, Matthew; Straley, Matthew
Cc: Emily Birknes (Emily@ghentva.org)
Subject: City Planning Commission - Ghent Neighborhood League Comments

Dear Mr., Homewood:

The purpose of this letter is to provide comments from the Ghent Neighborhood League (GNL) regarding two projects on the current City Planning Commission agenda and one project previously presented at the April and May CPC meetings.

The owner of the property at 925 West 21st Street made a presentation to the GNL at our regular meeting on June 16 regarding the proposed rezoning. Discussion raised no concerns among membership and GNL has no objection to this application.

On May 27, Claus Ihlemann and his architect Robyn Thomas offered a tour of his property at 2202 Llewellyn Avenue to discuss his proposed project. Three GNL Board members attended and discussed the project at the June 16 general membership meeting. Since it appears parking for this larger project will be able to be accommodated on (or adjacent to) the site, the discussion raised no concerns among membership. GNL supports the current rezoning application but would like to be kept apprised of design details as the project develops.

Finally, GNL had a representative from The Monument Companies make a presentation at the June 16 meeting regarding their project at 200-210 East 22nd Street. Again, as it appears there is adequate on-site parking to accommodate the proposed residential units, GNL has no objection to the project.

Thank you for your consideration of this input.

Respectfully,

Nat McCormick
Ghent Neighborhood League
Project Review Committee Chairman

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Change of zoning from R-6 (Single-Family) to conditional R-8 (Single-Family) at 421 Brockwell Avenue – DSF Development, LLC**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-8

I. **Staff Recommendation:** **Approval**.

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval**.

III. **Request:** Change of zoning from R-6 to conditional R-8.

IV. **Applicant:** **DSF Development, LLC**

V. **Description:**

- The site is located within the Glenrock neighborhood, on the west side of Brockwell Avenue between Bartee and Finney Streets.
- This application will allow the site to be resubdivided, permitting two single-family homes where currently only one home is permitted under the R-6 zoning district.
    - Development of the two homes would require the existing home on the site to be demolished.
- Given that the proposed rezoning will permit the construction of two single family homes on 50 foot wide lots, the proposed rezoning is consistent with *plaNorfolk2030*, which designates this site as single family traditional.

VI. **Historic Resources Impacts**

The site is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**

- School attendance zones include Fairlawn Elementary School (82% utilization), Lake Taylor Middle School (95% utilization) and Booker T. Washington High School (62% utilization).
- Approximately 1 school aged child could be generated by the proposed development (0.5 school aged children per unit).

- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

Staff point of contact: Chris Whitney at 823-1253, chris.whitney@norfolk.gov

Attachments:

- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM GH
Planner: Chris Whitney, CFM CW

Staff Report	Item No. 7	
Address	**421 Brockwell Avenue**	
Applicant	**DSF Development, LLC**	
Request	**Conditional Change of Zoning**	**From R-6 (Single-Family) to conditional R-8 (Single-Family)**
Property Owner	Apolinario and Victoria Maninding	
Site Characteristics	Site Area	10,000 sq. ft.
	Future Land Use Map	Single Family Traditional
	Zoning	R-6
	Neighborhood	Glenrock
	Character District	Suburban
Surrounding Area	North	R-6: Single-family home
	East	R-6: Single-family home
	South	R-6: Single-family home
	West	R-6: Single-family home

A. Summary of Request

- The site is located within the Glenrock neighborhood, on the west side of Brockwell Avenue between Bartee and Finney Streets.
- This application will allow the site to be resubdivided, permitting two single-family homes where currently only one home is permitted.
  - Development of the two homes would require the existing home on the site to be demolished.

B. Plan Consistency

- *plaNorfolk2030* identifies this site as single family traditional.
  - The Identifying Land Use Strategies Chapter of *plaNorfolk2030* identifies the single family traditional land use category as a location for single family detached development characterized by houses set back a moderate distance from the street with driveways leading to rear garages on lots of 50 to 70 feet wide and approximately 4,000 to 7,500 square feet.
- Given that the proposed rezoning will permit the construction of two single family homes on 50 foot wide lots, the proposed rezoning is consistent with *plaNorfolk2030*.

C. Zoning Analysis

i. General

- The site is within the Glenrock neighborhood, an area developed with single-family homes.
- The site is currently zoned R-6, which requires a minimum lot width of 75 feet and a minimum lot size of 7,500 square feet.
- The applicant proposes to resubdivide the existing lot into two lots, each with 50 feet in width and 5,000 square feet in lot area.
- The proposed rezoning is appropriate for this area given that there is a mixture of R-6 and R-8 districts, with lot widths as large as 100 feet and as small as 25 feet, which is consistent with the lot sizes called for in *plaNorfolk2030*.

ii. Parking

The site is located in the Suburban Character district, which requires two off-street parking spaces per dwelling unit.

iii. Flood Zone

The property is located in the X (Low to Moderate) Flood Zone, which is a low-risk flood zone.

D. Proffered Conditions

- The applicant has voluntarily proffered the following two conditions:
  - The site shall be resubdivided and designed in accordance with the physical survey/conceptual site plan entitled, "Conceptual Plan Pending Proposed Rezoning of Lots 26, 27, 28, and 29, Block 20 Glenrock," prepared by *Hayden Frye and Associates, Inc. Land Surveyors,* dated May 3, 2016, attached hereto as "Exhibit A," subject to any

revisions required by the City to be made during the building permit plan review process.
    - The homes to be developed on the site shall be the "Oakdale II-B, and Oakdale II-C," models as attached.
- These two proffered conditions apply to a "new residential development" and as such, if offered after July 1, 2016, could potentially be deemed to be "unreasonable proffers" under the 2016 amendments to section 15.2-2303.4 of the Code of Virginia.

E. Transportation Impacts

- Institute of Transportation Engineers figures estimate that the net addition of one new single family home on this site will generate 10 additional vehicle trips per day.
- Brockwell Avenue adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

F. Historic Resources Impacts

The site is not located within a federal, state, or local historic district.

G. Public Schools Impacts

- School attendance zones include Fairlawn Elementary School (82% utilization), Lake Taylor Middle School (95% utilization) and Booker T. Washington High School (62% utilization).
- Approximately 1 school aged child could be generated by the proposed development (0.5 school aged children per unit).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

H. Environmental Impacts

The new houses will comply with all standards set forth in the *Zoning Ordinance*.

I. AICUZ Impacts

N/A

J. Surrounding Area/Site Impacts

Over the past year, there have been no calls for police service at this site.

K. Payment of Taxes

The owner of the property is current on all real estate taxes.

L. Civic League

Notice was sent to the Glenrock Civic League on May 11.

M. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

N. Recommendation

Staff recommends **approval** of the rezoning request subject to the proffered conditions.

Attachments

Location Map
Future Land Use Map
Zoning Map
Application
Proposed Elevations
Notice to the Glenrock Civic League

Proponents and Opponents

Proponents

Bobby Feinman – Applicant
4873 S. Oliver Drive, Suite 103
Virginia Beach, VA 23455

Howard Smith, Jr.
4098 Ivywood Drive
Virginia Beach, VA 23462

Opponents

None

06/23/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 421 BROCKWELL AVENUE FROM R-6 (SINGLE-FAMILY RESIDENTIAL) TO CONDITIONAL R-8 (SINGLE-FAMILY RESIDENTIAL) DISTRICT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the property located at 421 Brockwell Avenue is hereby rezoned from R-6 (Single-Family Residential) district to conditional R-8 (Single-Family Residential) district. The property which is the subject of this rezoning is more fully described as follows:

> Property fronts 100 feet, more or less, along the western line of Brockwell Avenue beginning 75 feet, more or less, from the southern line of Finney Street and extending southwardly; premises numbered 421 Brockwell Avenue.

Section 2:- That the Special Exception granted hereby shall be subject to the following conditions:

(a) The site shall be resubdivided and designed in accordance with the physical survey/conceptual site plan entitled, "Conceptual Plan Pending Proposed Rezoning of Lots 26, 27, 28, and 29, Block 20 Glenrock," prepared by Hayden Frye and Associates, Inc. Land Surveyors, dated May 3, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the building permit review process.

(b) The homes developed on the site shall be consistent with the design elevations identified as the "Oakdale II-B" and "Oakdale II-C" models, as shown in "Exhibit B" attached hereto.

Section 3:- That the official Zoning Map for the City of

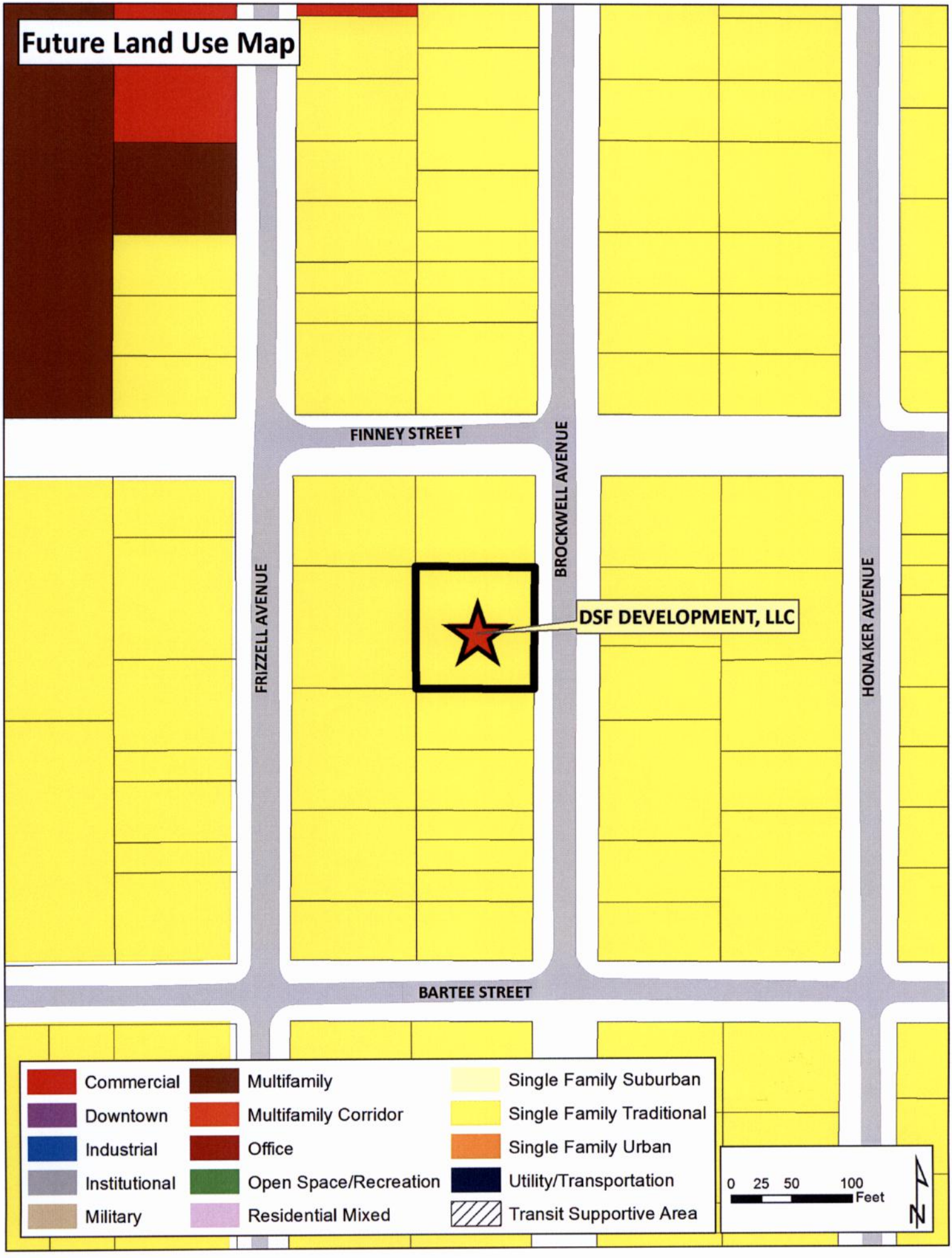
Norfolk is hereby amended and reordained so as to reflect this rezoning.

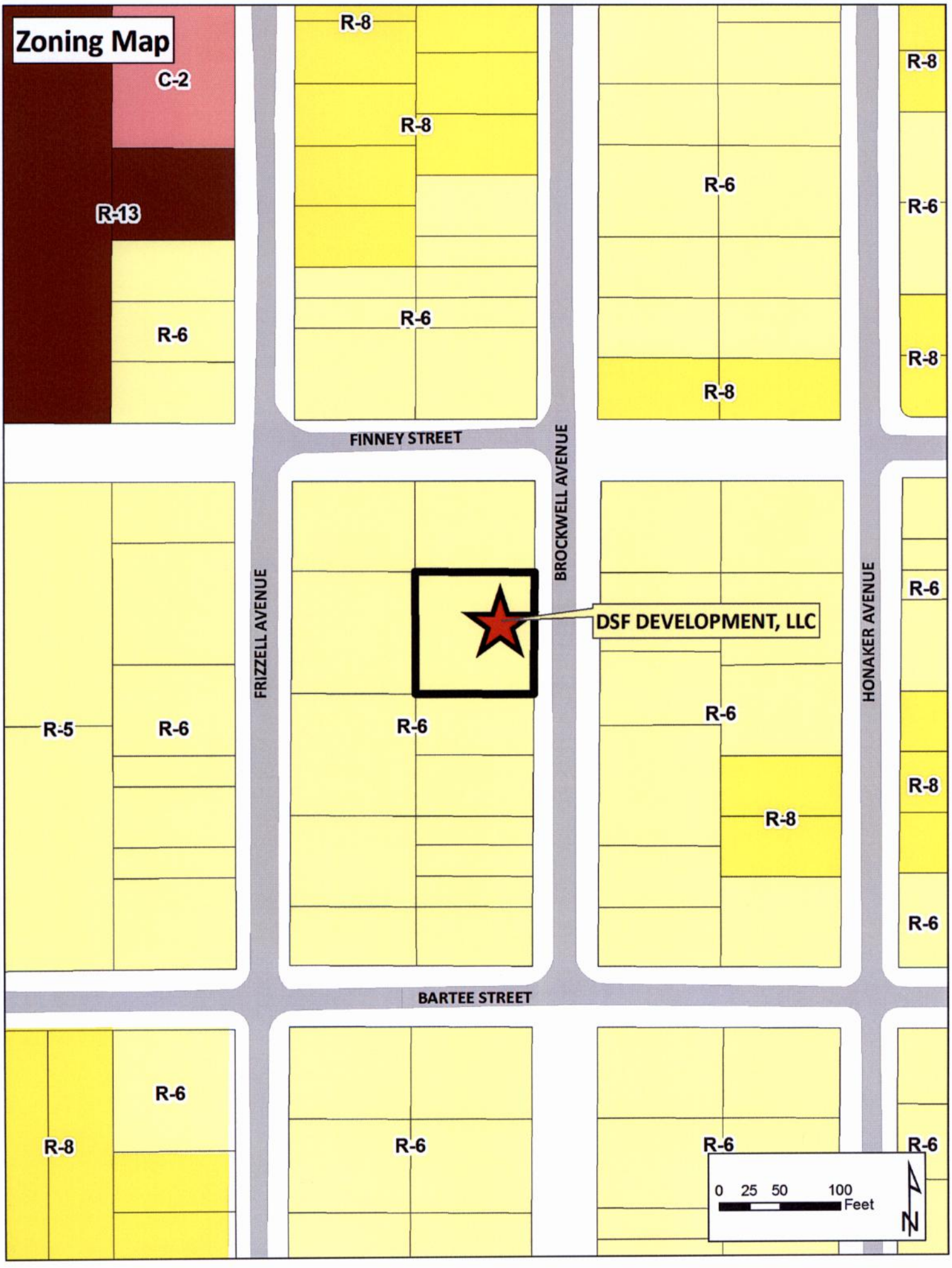
Section 4:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 5:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:
Exhibit A (1 page)
Exhibit B (2 pages)

Location Map
FINNEY STREET
DSF DEVELOPMENT, LLC
BROCKWELL AVE
0 10 20 40
Feet
N


Future Land Use Map
FINNEY STREET
BROCKWELL AVENUE
FRIZZELL AVENUE
HONAKER AVENUE
DSF DEVELOPMENT, LLC
BARTEE STREET
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 25 50 100
Feet
N


Zoning Map
C-2
R-13
R-6
R-8
R-8
R-6
R-8
R-6
R-8
R-8
R-6
R-8
FINNEY STREET
BROCKWELL AVENUE
HONAKER AVENUE
FRIZZELL AVENUE
R-5
R-6
R-6
DSF DEVELOPMENT, LLC
R-6
R-8
R-6
R-8
R-6
BARTEE STREET
R-8
R-6
R-6
R-6
R-6
0 25 50 100
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 5-6-16

Change of Zoning

From: R-6 **Zoning** **To:** conditional R-8 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 421 (Street Name) Brockwell Ave.

Existing Use of Property: Residential

Current Building Square Footage 792

Proposed Use Residential New Homes (2)

Proposed Building Square Footage 2000

Trade Name of Business (If applicable) _____

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) DSF Development, LLC (First) _____ (MI) ☐

Mailing address of applicant (Street/P.O. Box): 4873 S. Oliver Drive, Suite 103

(City) Virginia Beach (State) VA (Zip Code) 23455

Daytime telephone number of applicant (75) 241-5678 Fax (75) 333-4788

E-mail address of applicant: bobby@dsfdeveloment.com

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

AUTHORIZED AGENT (if applicable)
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) Smith (First) Howard (MI) ____

Mailing address of applicant (Street/P.O. Box): 4873 S. Oliver Drive, Suite 103

(City) Virginia Beach (State) VA (Zip Code) 23455

Daytime telephone number of applicant (75) 241-5678 Fax (75) 333-4788

E-mail address of applicant: bobby@dsfdevelopment.com

PROPERTY OWNER
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) Maninding (First) Apolinario (MI) ____

Mailing address of property owner (Street/P.O. box): 421 Brockwell AVe

(City) Norfolk (State) VA (Zip Code) 23502

Daytime telephone number of owner ( ) ____ email: ____

CIVIC LEAGUE INFORMATION

Civic League contact: David Hicks

Date(s) contacted: 5-6-16

Ward/Super Ward information: Ward 4/Paul Riddick, Superward 7/Angelia W. Graves

CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Howard Smith **Sign:** _____ 5 / 6 / 16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Robert Feinman **Sign:** _____ 5 / 6 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ **Sign:** _____ / _____ / _____
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

421 Brockwell Avenue
Proffered Conditions

1. The site shall be resubdivided and designed in accordance with the physical survey/conceptual site plan entitled, "Conceptual Plan Pending Proposed Rezoning of Lots 26, 27, 28, and 29, Block 20 Glenrock," prepared by *Hayden Frye and Associates, Inc. Land Surveyors,* dated May 3, 2016, attached hereto as "Exhibit A."

2. The homes to be developed on the site shall be the "Oakdale II-B, and Oakdale II-C," models as attached.

Current Property Owner

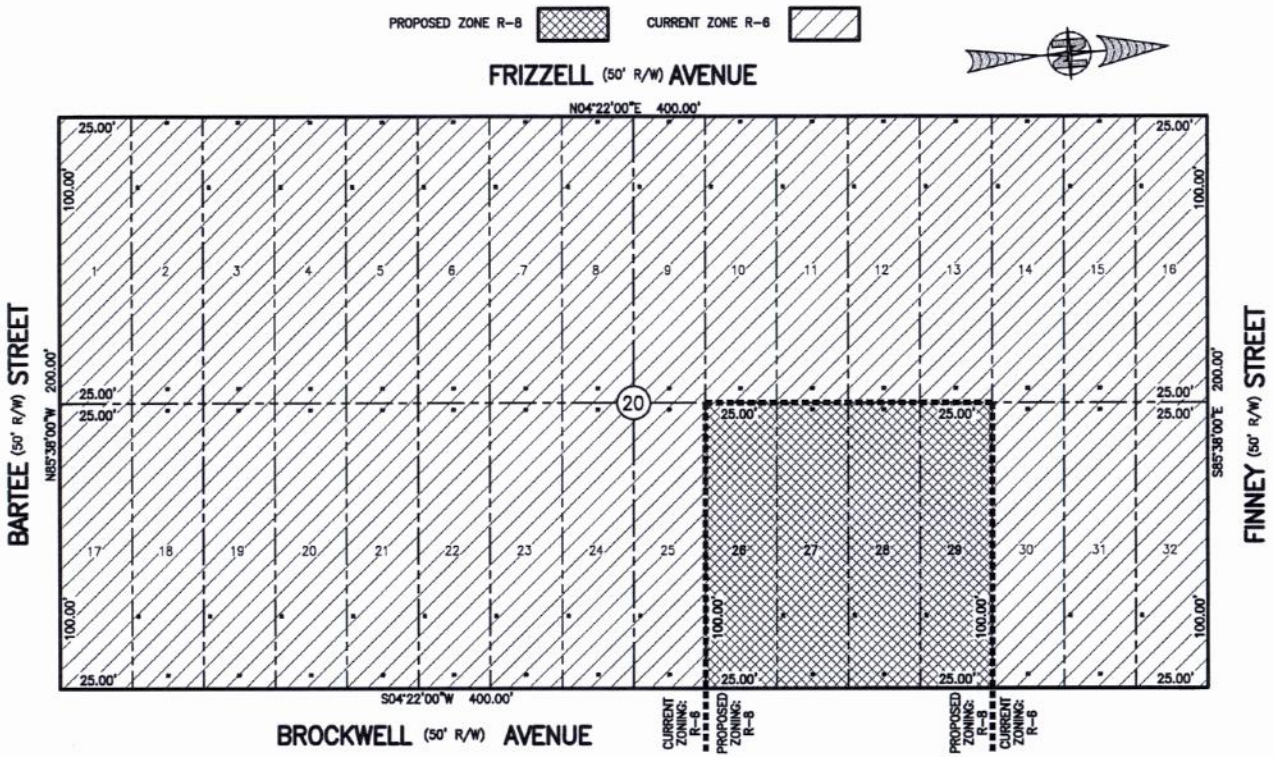
Print Name:_____

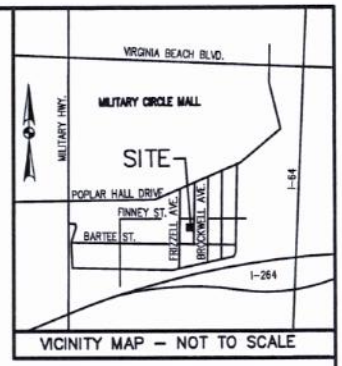
Sign:_____ Date: _____

Applicant/Authorized Agent

Print Name:_____

Sign:_____ Date: _____





VICINITY MAP – NOT TO SCALE

0 25 50 100 150 FEET

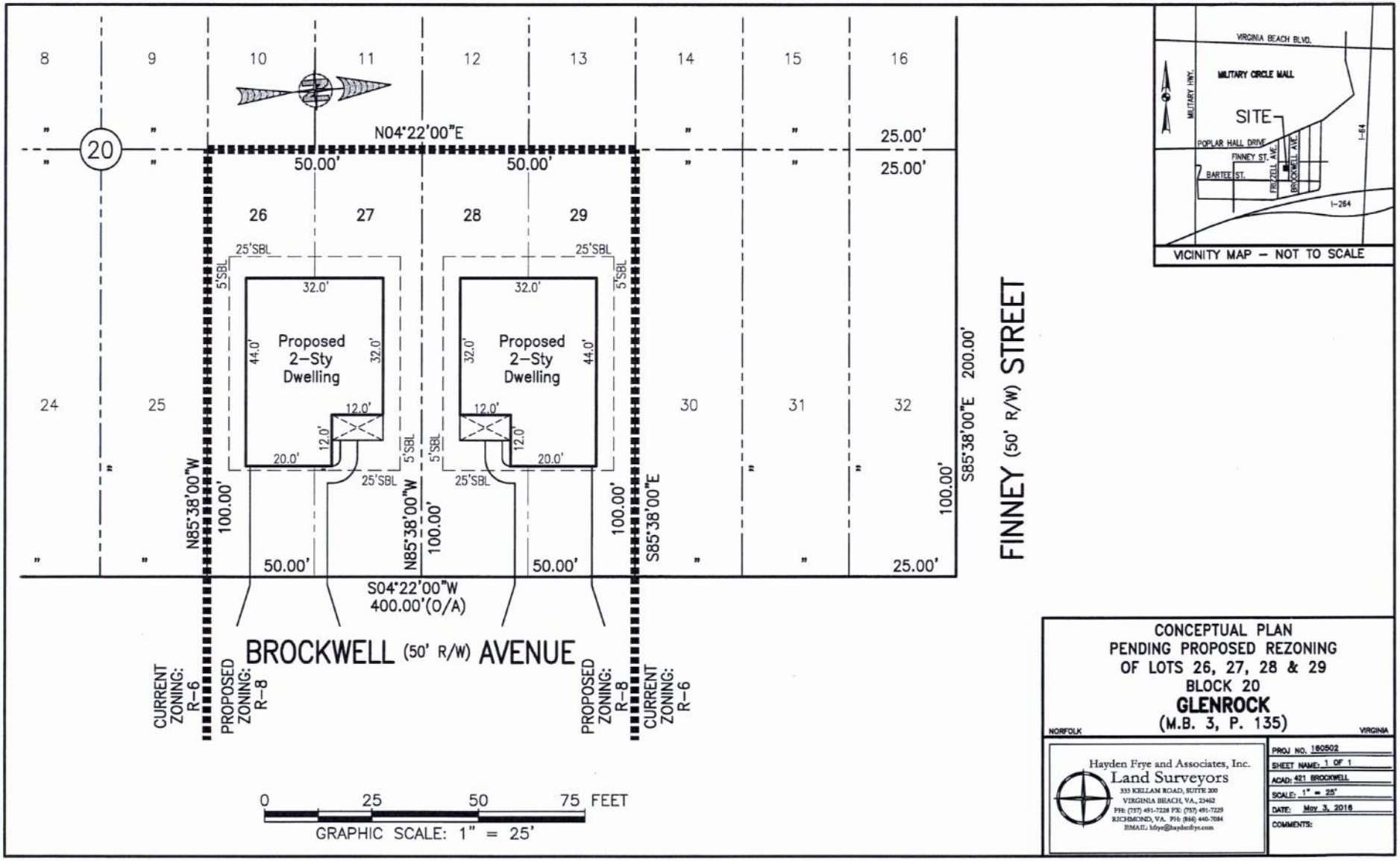
GRAPHIC SCALE: 1" = 50'
(8.5"x14"legal sheet)

EXHIBIT SHOWING
PROPOSED REZONING
OF PROPERTY
LOCATED IN
BLOCK 20
GLENROCK
(M.B. 3, P. 135)

NORFOLK VIRGINIA

Hayden Frye and Associates, Inc.
Land Surveyors
333 KELLAM ROAD, SUITE 200
VIRGINIA BEACH, VA. 23462
PH: (757) 491-7228 FX: (757) 491-7229
RICHMOND, VA. PH: (866) 440-7084
EMAIL: hfrye@haydenfrye.com

PROJ NO. 180502
SHEET NAME: 1 OF 1
ACAD: 421 BROCKWELL
SCALE: 1" = 50'
DATE: May 3, 2018
COMMENTS:



CONCEPTUAL PLAN
PENDING PROPOSED REZONING
OF LOTS 26, 27, 28 & 29
BLOCK 20
GLENROCK
(M.B. 3, P. 135)

NORFOLK VIRGINIA

Hayden Frye and Associates, Inc.
Land Surveyors
333 KELLAM ROAD, SUITE 200
VIRGINIA BEACH, VA., 23462
PH: (757) 491-7228 FX: (757) 491-7229
RICHMOND, VA. PH: (866) 440-7084
EMAIL: hfye@haydenfye.com

PROJ NO. 160502
SHEET NAME: 1 OF 1
ACAD: 421 BROCKWELL
SCALE: 1" = 25'
DATE: May 3, 2016
COMMENTS:

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:15 AM
To: 'wewatchglenrock@live.com'
Cc: Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Whitney, Chris
Subject: new Planning Commission application - 421 Brockwell Ave
Attachments: DSF Development.pdf

Mr. Hicks,

Attached please find the application for a change of zoning from R-6 (Single-Family) district to conditional R-8 (Single-Family) district at 421 Brockwell Avenue.

The purpose of this request is to allow for the construction of two single-family homes where only one is permitted under the current zoning district.

Staff contact: Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov

Thank you.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4769

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Change of zoning from C-2 (Corridor Commercial) to conditional R-7 (Single-Family) at 3649 Sewells Point Road – TCS Leasing and Building, LLC**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 3/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-9

I. **Staff Recommendation:** **Approval**.

II. **Commission Action:** By a vote of **5 to 0**, the Planning Commission recommends **Approval**.

III. **Request:** Change of zoning from C-2 to conditional R-7.

IV. **Applicant:** **TCS Leasing and Building, LLC**

V. **Description:**

- The site is located within the Norview Heights neighborhood, at the northwest corner of Sewells Point Road and Hampshire Avenue.
- This application will allow the construction of one single-family home on a vacant site.
- Single-family homes are currently located to the south and west of this site.
- The adjacent property to the north is zoned C-2 and is currently developed with a communication tower.
- Given that the proposed rezoning will permit the construction of a single family home on a lot wider than 50 feet, the proposed rezoning is consistent with *plaNorfolk2030*.
- *plaNorfolk2030* calls for future single-family uses to the north of this site, along Sewells Point Road on both sides of the street.

VI. **Historic Resources Impacts**

The site is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**

- School attendance zones include Sherwood Forest Elementary School (99% utilization), Norview Middle School (79% utilization) and Norview High School (99% utilization).
- Approximately 1 school aged child could be generated by the proposed development (0.5 school aged children per unit).

- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

Staff point of contact: Chris Whitney at 823-1253, chris.whitney@norfolk.gov

Attachments:

- Staff Report to CPC dated June 23, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM GH
Planner: Chris Whitney, CFM CW

Staff Report	**Item No. 8**	
Address	**3649 Sewells Point Road**	
Applicant	**TCS Leasing and Building, LLC**	
Request	**Conditional Change of Zoning**	**From C-2 (Corridor Commercial) to conditional R-7 (Single-Family)**
Property Owner	TCS Leasing and Building, LLC	
Site Characteristics	Site Area	Approx. 7,000 sq. ft.
	Future Land Use Map	Single Family Traditional
	Zoning	C-2
	Neighborhood	Norview Heights
	Character District	Suburban
Surrounding Area	North	C-2: Communication tower
	East	C-2: 7-Eleven
	South	R-7: Duplex, single-family home
	West	R-7: Single-family home

A. Summary of Request

- The site is located within the Norview Heights neighborhood, at the northwest corner of Sewells Point Road and Hampshire Avenue.
- This application will allow the construction of one single-family home on a vacant site.

B. Plan Consistency

- *plaNorfolk2030* identifies this site as single family traditional.
  - The Identifying Land Use Strategies Chapter of *plaNorfolk2030* identifies the single family traditional land use category as a location for single family detached development characterized by houses set back a moderate distance from the street with driveways leading to rear garages on lots of 50 to 70 feet wide and approximately 4,000 to 7,500 square feet.
- Given that the proposed rezoning will permit the construction of a single family home on a lot wider than 50 feet, the proposed rezoning is consistent with *plaNorfolk2030*.
- *plaNorfolk2030* calls for future single-family uses to the north of this site, along Sewells Point Road on both sides of the street.

C. Zoning Analysis

i. <u>General</u>

- The site is within the Norview Heights neighborhood, an area developed with single-family homes and adjacent to the Sewells Point Road commercial corridor.
- The site is currently zoned C-2, and was most recently developed with a single-family home, which was demolished in 2014.
- The applicant is proposing to build a new 2,146 square-foot single-family home.
- The proposed rezoning is appropriate for this area given that the future land use designation calls for a residential use on this property, as opposed to commercial.

ii. <u>Parking</u>

The site is located in the Suburban Character district, which requires two off-street parking spaces per dwelling unit.

iii. <u>Flood Zone</u>

The property is located in the X (Low to Moderate) Flood Zone, which is a low-risk flood zone.

D. Proffered Conditions

- The applicant has voluntarily proffered the following two conditions:
  - The site shall be designed in accordance with the physical survey/conceptual site plan entitled, "Conceptual Plan Pending Proposed Rezoning of Lot 1, Block 12 Norview Heights," prepared by *Hayden Frye and Associates, Inc. Land Surveyors,* dated May 5, 2016, attached hereto as "Exhibit A," subject to any revisions required by the City to be made during the building permit plan review process.
  - The home to be developed on the site shall be the "Sherwood B," model as attached.

- These two proffered conditions apply to a "new residential development" and as such, if offered after July 1, 2016, could potentially be deemed to be "unreasonable proffers" under the 2016 amendments to section 15.2-2303.4 of the Code of Virginia.

E. Transportation Impacts

- Institute of Transportation Engineers figures estimate that the construction of one new single family home on this site will generate 10 additional vehicle trips per day.
- Sewells Point Road adjacent to the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- Sewells Point Road adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

F. Historic Resources Impacts

The site is not located within a federal, state, or local historic district.

G. Public Schools Impacts

- School attendance zones include Sherwood Forest Elementary School (99% utilization), Norview Middle School (79% utilization) and Norview High School (99% utilization).
- Approximately 1 school aged child could be generated by the proposed development (0.5 school aged children per unit).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

H. Environmental Impacts

- The new house will comply with all standards set forth in the *Zoning Ordinance*.
- Currently, sidewalks are located along the perimeter of the property.

I. AICUZ Impacts

N/A

J. Surrounding Area/Site Impacts

- Over the past year, there have been no calls for police service at this site.
- Single-family homes are currently located to the south and west of this site.
- The adjacent property to the north is zoned C-2 and is currently developed with a communication tower.
- There are commercial properties to the east across Sewells Point Road, with a 7-Eleven directly across the street.

K. Payment of Taxes

The owner of the property is current on all real estate taxes.

L. Civic League

- Notice was sent to the Norview Civic League on May 11.
- A letter of support was received from the Greenwood/Elmhurst/Norview Heights Civic League on May 17.

M. Communication Outreach/Notification

- Legal notice was posted on the property on May 17.
- Letters were mailed to all property owners within 300 feet of the property on June 9.
- Legal notification was placed in *The Virginian-Pilot* on June 9 and June 16.

N. Recommendation

Staff recommends **approval** of the rezoning request subject to the proffered conditions.

Attachments

Location Map
Future Land Use Map
Zoning Map
Application
Proposed Elevations
Notice to the Norview Civic League
Letter of Support from the Greenwood/Elmhurst/Norview Heights Civic League

Proponents and Opponents

Proponents
Bobby Feinman – Applicant
4873 S. Oliver Drive, Suite 103
Virginia Beach, VA 23455

Opponents
None

06/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 3649 SEWELLS POINT ROAD FROM C-2 (CORRIDOR COMMERCIAL) DISTRICT TO CONDITIONAL R-7 (SINGLE-FAMILY RESIDENTIAL) DISTRICT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the property located at 3649 Sewells Point Road is hereby rezoned from C-2 (Corridor Commercial) district to R-7 (Single-Family Residential) district. The property which is the subject of this rezoning is more fully described as follows:

Property fronts 72 feet, more or less, along the western line of Sewells Point Road and 142 feet, more or less, along the northern portion of Hampshire Avenue; premises numbered 3649 Sewells Point Road.

Section 2:- That the Special Exception granted hereby shall be subject to the following conditions:

(a) The site shall be designed in accordance with the site plan entitled, "Conceptual Plan Pending Proposed Rezoning of Lot 1, Block 12 Norview Heights," prepared by Hayden Frye and Associates, Inc. Land Surveyors, dated May 5, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the building permit review process.

(b) The home developed on the site shall be consistent with the design elevation identified as the "Sherwood B" model, as shown in "Exhibit B" attached hereto.

Section 3:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect this rezoning.

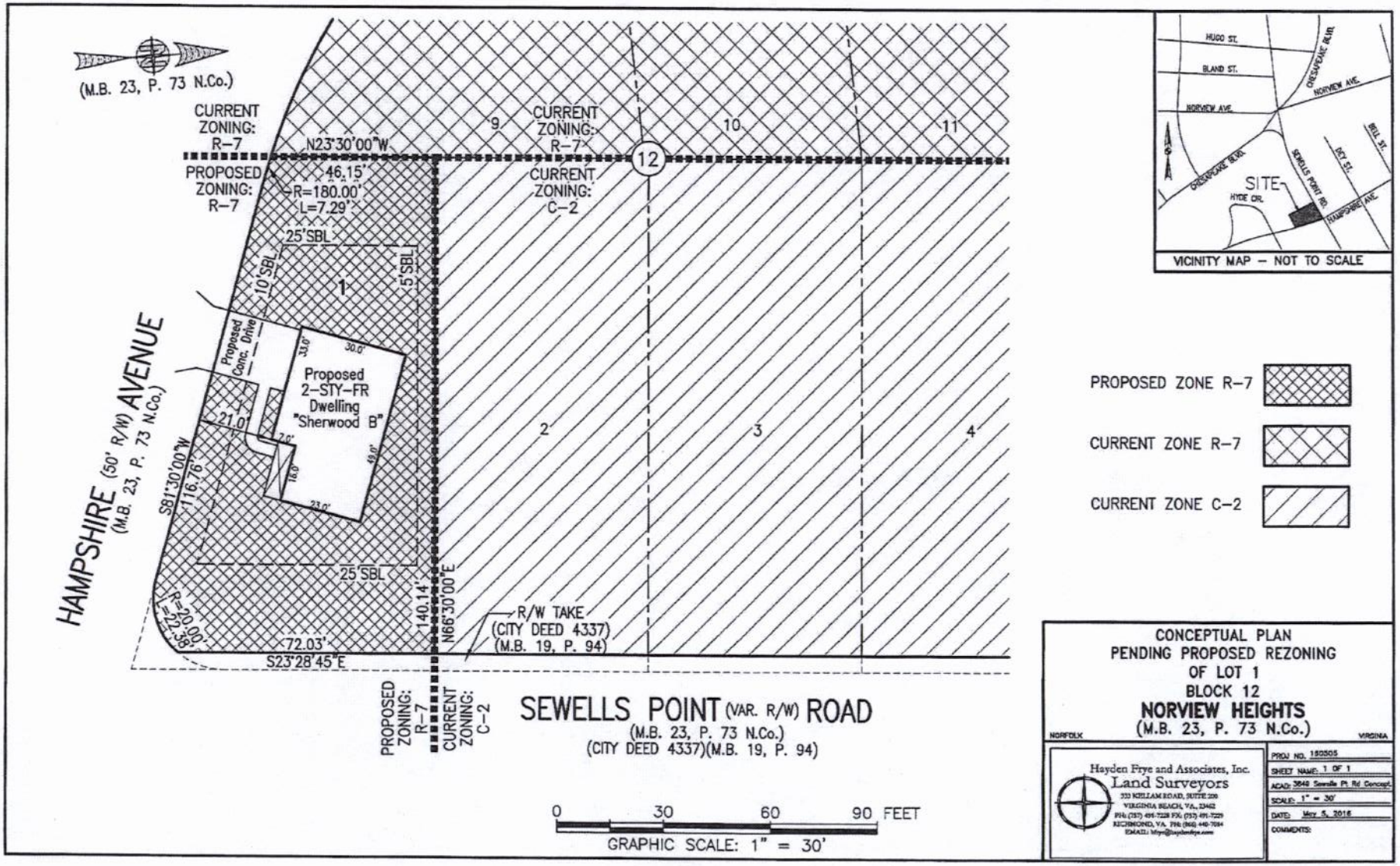
Section 4:- The Council hereby finds that this zoning

amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 5:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:
Exhibit A (1 page)
Exhibit B (1 page)

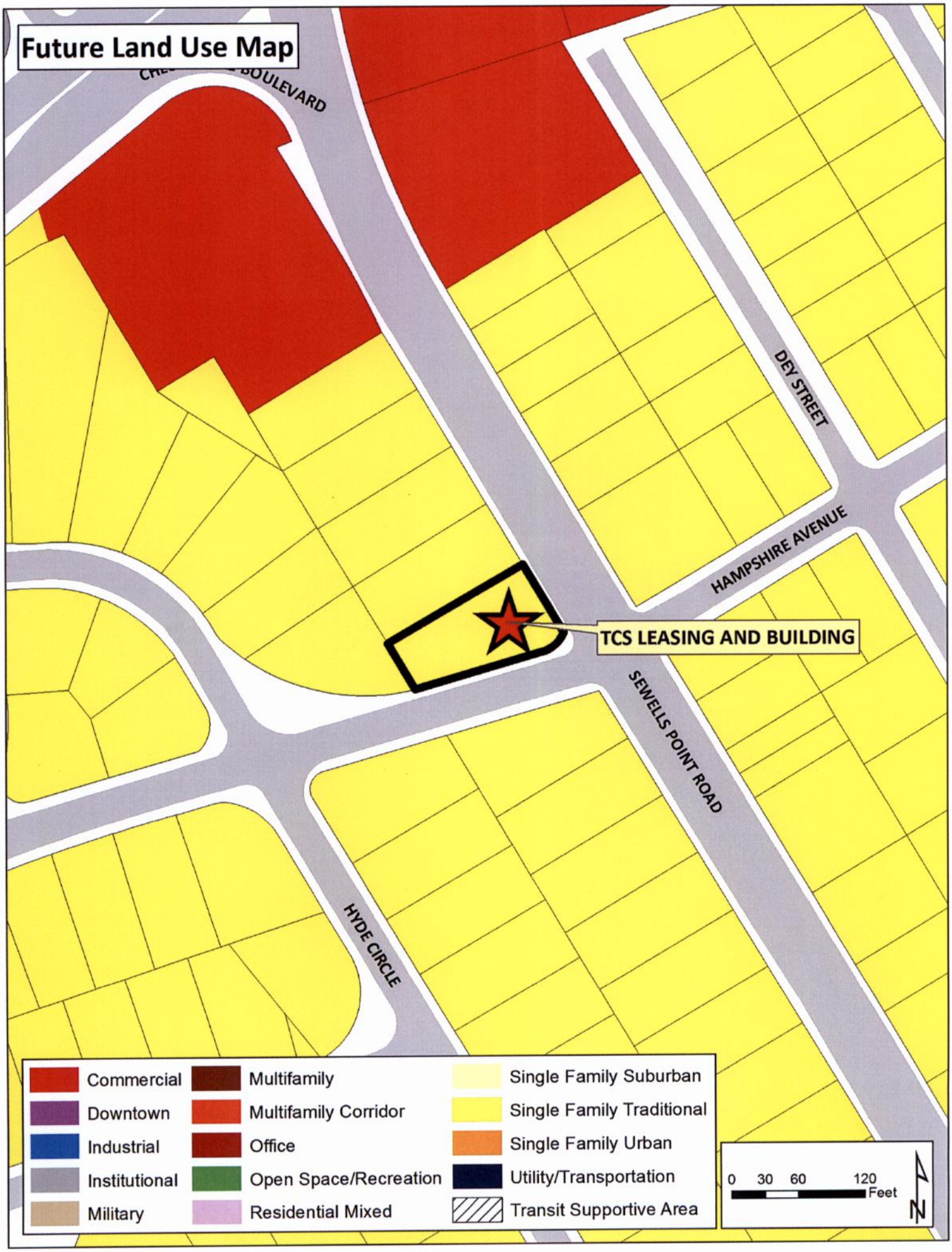
EXHIBIT A



(M.B. 23, P. 73 N.Co.)
CURRENT ZONING: R-7
PROPOSED ZONING: R-7
N23°30'00"W
46.15'
R=180.00'
L=7.29'
25'SBL
10'SBL
5'SBL
1
Proposed Conc. Drive
Proposed 2-STY-FR Dwelling "Sherwood B"
33.0'
30.0'
21.0'
7.0'
16.0'
49.0'
23.0'
S81°30'00"W
116.76'
HAMPSHIRE (50' R/W) AVENUE
(M.B. 23, P. 73 N.Co.)
R=20.00'
L=22.38'
72.03'
S23°28'45"E
140.14'
N66°30'00"E
R/W TAKE
(CITY DEED 4337)
(M.B. 19, P. 94)
9
CURRENT ZONING: R-7
CURRENT ZONING: C-2
12
10
11
2
3
4
PROPOSED ZONING: R-7
CURRENT ZONING: C-2
SEWELLS POINT (VAR. R/W) ROAD
(M.B. 23, P. 73 N.Co.)
(CITY DEED 4337)(M.B. 19, P. 94)
0 30 60 90 FEET
GRAPHIC SCALE: 1" = 30'
HUGO ST.
BLAND ST.
NORVIEW AVE.
CHESAPEAKE BLVD.
SEWELLS POINT RD.
DEY ST.
BELL ST.
HAMPSHIRE AVE.
SITE
HYDE CIR.
VICINITY MAP – NOT TO SCALE
PROPOSED ZONE R-7
CURRENT ZONE R-7
CURRENT ZONE C-2
CONCEPTUAL PLAN
PENDING PROPOSED REZONING
OF LOT 1
BLOCK 12
NORVIEW HEIGHTS
(M.B. 23, P. 73 N.Co.)
NORFOLK
VIRGINIA
Hayden Frye and Associates, Inc.
Land Surveyors
333 KELLAM ROAD, SUITE 200
VIRGINIA BEACH, VA., 23462
PH: (757) 491-7228 FX: (757) 491-7229
RICHMOND, VA. PH: (866) 440-7084
EMAIL: hfrye@haydenfrye.com
PROJ NO. 150505
SHEET NAME: 1 OF 1
ACAD: 3649 Sewells Pt Rd Concept
SCALE: 1" = 30'
DATE: May 5, 2016
COMMENTS:

Exhibit B

Location Map
SEWELLS POINT ROAD
TCS LEASING AND BUILDING
HAMPSHIRE AVENUE
HYDE CIRCLE
0 12.5 25 50
Feet
N


Future Land Use Map
BOULEVARD
DEY STREET
HAMPSHIRE AVENUE
TCS LEASING AND BUILDING
SEWELLS POINT ROAD
HYDE CIRCLE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
0 30 60 120
Feet
N

Zoning Map
CHESAPEAKE BOULEVARD
R-14
R-8
R-8
C-2
C-2
R-8
DEY STREET
R-7
TCS LEASING AND BUILDING
HAMPSHIRE AVENUE
R-8
R-7
R-8
SEWELLS POINT ROAD
R-13
R-7
HYDE CIRCLE
R-7
SHARPLEY AVENUE
R-7
0 30 60 120
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 5-6-16

Change of Zoning

From: C-2 **Zoning** **To:** Conditional R-7 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 3649 (Street Name) Sewell Point Road

Existing Use of Property: Vacant Land

Current Building Square Footage _____

Proposed Use Residential New Home

Proposed Building Square Footage 2146

Trade Name of Business (If applicable) _____

APPLICANT

(If applicant is a LLC or a Corp./Inc., include name of official representative and/or all partners)

1. Name of applicant: (Last) TCS Leasing & Buildin (First) _____ (MI) _____

Mailing address of applicant (Street/P.O. Box): 1549 Juniper Street

(City) Norfolk (State) VA (Zip Code) 23502

Daytime telephone number of applicant (75) 287-9521 Fax (75) 853-3606

E-mail address of applicant: ~~tom@tasheetsinc.com~~ diana.tcsleasing@verizon.net

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

AUTHORIZED AGENT (if applicable)
(If agent is a LLC or a Corp./Inc., include name of official representative and/or all partners)

2. Name of applicant: (Last) Feinman (First) Robert (MI) ____

Mailing address of applicant (Street/P.O. Box): 4873 S. Oliver Drive, Suite 103

(City) Virginia Beach (State) VA (Zip Code) 23455

Daytime telephone number of applicant (75) 241-5678 Fax (75) 333-4788

E-mail address of applicant: bobby@dsfdevelopment.com

PROPERTY OWNER
(If property owner is a LLC or a Corp./Inc., include name of official representative and/or all partners)

3. Name of property owner: (Last) Sheets (First) Thomas (MI) ____

Mailing address of property owner (Street/P.O. box): 1549 Juniper Street

(City) Norfolk (State) VA (Zip Code) 23502

Daytime telephone number of owner (75) 287-9521 email: tom@tasheetsinc.com

CIVIC LEAGUE INFORMATION

Civic League contact: Jerry Hollobaugh

Date(s) contacted: 5/8/16

Ward/Super Ward information: Ward 3/Mamie Johnson, Ward 7/angelia Williams Graves

CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: T. A. Sheets **Sign:** _____ / 5 / 16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Robert M Fellman **Sign:** _____ 5 / 6 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: _____ **Sign:** _____ / _____ / _____
(Authorized Agent Signature) (Date)

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January, 2015)

3649 Sewells Point Road
Proffered Conditions

1. The site shall be designed in accordance with the physical survey/conceptual site plan entitled, "Conceptual Plan Pending Proposed Rezoning of Lot 1, Block 12 Norview Heights," prepared by *Hayden Frye and Associates, Inc. Land Surveyors,* dated May 5, 2016, attached hereto as "Exhibit A."

2. The home to be developed on the site shall be the "Sherwood B," model as attached.

Current Property Owner

Print Name:_____

Sign:_____ Date: _____

Applicant/Authorized Agent

Print Name:_____

Sign:_____ Date: _____

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, May 11, 2016 11:11 AM
To: 'JanetteWoodruff@gmail.com'; 'NorviewNewsletter@gmail.com'
Cc: Johnson, Mamie; Williams, Angelia M.; Herbst, James; Whitney, Chris
Subject: new Planning Commission application - 3649 Sewells Point Rd
Attachments: TCS Leasing.pdf

Ms. Woodruff,

Attached please find the application for a change of zoning from C-2 (Corridor Commercial) district to conditional R-8 (Single-Family) district at 3649 Sewells Point Road.

The purpose of this request is to allow for the construction of one single-family home.

The item is tentatively scheduled for the June 23, 2016 Planning Commission public hearing.

Staff contact: Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov

Thank you.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4769

Connect with us:
www.norfolk.gov

Whitney, Chris

From: Jackie Rochelle <greenwoodcivic1@aol.com>
Sent: Tuesday, May 17, 2016 2:25 PM
To: Straley, Matthew; Whitney, Chris
Cc: Pollock, Susan; Johnson, Mamie; angelia.williams-graves@norfolk.gov
Subject: Re-Zoning of 3649 Sewells Point Road

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Mathew

Please be advised that Bobby Feinman, applicant for the re-zoning and building of a proposed home on the property located at 3649 Sewells Point Road appeared at the Greenwood/Elmhurst/Norview Heights (GENH) Civic League last night (May 16) for the purpose of presenting his application and proposed building plan for that property.

After reviewing the proposal, the civic league voted unanimously to SUPPORT the proposed zoning change from C-2 to Conditional R-8. We agree that returning this property to the original residential use represents the best use of this property. Further, GENH has voted unanimously to SUPPORT the establishment of the "Sherwood B" model home included in the application. The civic league agrees that turning the residence to face Hampshire instead of Sewells Point Road would make sense in establishing a home that would be both aesthetically appealing and provide a functional floor plan. Additionally, preserving the yard spaces on each side would compensate for the minimal space in the rear of the home.

If you have any questions, please call me directly at 757-435-2302.

Regards

Jackie Rochelle

GENH Civic League

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Sale of city-owned property located at 1426 W. 41st Street to Balance Builders, Inc.

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-10**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Balance Builders, Inc.
2525 Oconee Avenue, Suite 101.
Virginia Beach, VA 23454

III. **Description:**
This agenda item is an ordinance to authorize the sale of a vacant parcel of land owned by the City of Norfolk (the "city"), and located at 1426 W. 41st Street (the "property"), to Balance Builders, Inc. ("Balance Builders").

IV. **Analysis**
Balance Builders seeks to purchase and develop the property located at 1426 W. 41st Street. The city has agreed to sell the property to Balance Builders for the appraised value of $17,000. The appraised value of the property differs from the assessed value as the property is subject to deed restrictions which limit its development to a single-family, owner-occupied home. As a condition of the sale of this property, no building permit shall be issued until a zoning certificate has been obtained from the Department of City Planning verifying the proposed single-family dwelling to be built on the property is consistent with the prevailing patterns of the neighborhood.

The development of a quality home built on this property will help to exemplify the continued expansion efforts in the area and will add to local comparable real estate values. Conveyance to Balance Builders will subject the property to real estate taxes, thereby creating on-going revenue for the city. No specific city use has been identified for this property.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

V. Financial Impact

Purchase price	$17,000 (appraised value)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees
FY 2016 Assessed Value of Parcel	$22,000
Annual Real Property Tax Revenue	• $253 annually (current total revenue for this lot) • Potential $2,070.00 annually (with land and improvements at a proposed value of $180,000)

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Legal Description
- Purchase and Sale Agreement
- Aerial map

12/15/2015-wld
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO BALANCE BUILDERS, INC. OF A CERTAIN PARCEL OF PROPERTY LOCATED AT 1426 W. 41st STREET FOR THE TOTAL SUM OF $17,000.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property known as 1426 W. 41st Street; and

WHEREAS, Balance Builders, Inc. ("BB") has offered to purchase the said property being described in Exhibit A attached hereto, from the City of Norfolk for the sum of $17,000.00; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the property to BB for the sum of $17,000.00 upon the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit B; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the sale to BB of that certain parcel of property described in Exhibit A, for the sum of $17,000.00, is hereby authorized and the Purchase and

Sale Agreement, a copy of which is attached as Exhibit B, is hereby approved.

Section 2:- That upon receipt of the sum of $17,000.00 and the satisfaction of all terms and conditions set forth in the Purchase and Sale Agreement, the City Manager is authorized to deliver a deed conveying the said property to BB, with Special Warranty of Title, in form satisfactory to the City Attorney, and the City Manager is further authorized to do all things necessary and proper to carry out the terms of the Purchase and Sale Agreement.

Section 3:- That the City Manager, with the advice and counsel of the City Attorney, may correct, revise or amend the Purchase and Sale Agreement as he may deem advisable in order to carry out the intent of the Council as expressed herein.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT A TO ORDINANCE

1426 West 41st Street
Lot 32 – Southern Development & Exchange Company

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being bounded on the south by West 41st Street and described as follows: Lot 32 in Block 9 as shown on a plat entitled, "Southern Development & Exchange Company," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 6 at Page 49.

September 28, 2015

EXHIBIT B TO ORDINANCE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2015, by and between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia ("City"), and **BALANCE BUILDERS, INC.**, a Virginia corporation ("BB"), whose address is 2525 Oconee Avenue, #101, Virginia Beach, Virginia 23454.

RECITALS:

A. City is the owner in fee simple of certain real property known as 1426 W. 41st Street, together with all improvements thereon and all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, said property being described in Exhibit A, which is attached hereto and made a part hereof ("Property").

B. BB desires to purchase the property from City and City desires to sell the Property to BB in accordance with the terms and conditions of this Agreement.

C. These recitals are incorporated by this reference into this Agreement.

D. The conveyance of the Property to BB will enable BB to construct attractive and affordable housing that will enhance the Property, as well as the neighborhood generally, and will return the Property to the real estate tax rolls.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the parties agree as follows:

1. SALE. City agrees to sell and BB agrees to purchase the Property, together with all easements, rights, and appurtenances thereto, and all buildings and improvements now located thereon.

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property is **Seventeen Thousand Dollars and 0/100 ($17,000.00)**, and the Purchase Price will be paid in the form of a certified check or by wire transfer of funds at Closing.

3. DEPOSIT. Within five (5) business days from the date this Agreement is fully executed by City, BB shall deposit with an escrow agent selected by City ("Escrow Agent") the sum of **One Thousand Seven Hundred Dollars and 0/100 ($1,700.00)** in cash as earnest money ("Deposit"). The Deposit shall be deposited by the Escrow Agent in a fully federally insured interest bearing account and all interest accruing on the Deposit shall belong to BB in all events. The Deposit shall be non-refundable except as specifically set forth herein.

4. CONVEYANCE.

a. City agrees to convey the Property "AS IS" to BB by Special Warranty Deed, subject to applicable easements and restrictive covenants of record.

b. Possession of the Property will be given to BB at closing.

c. City agrees to pay the expenses of preparing the deed and to pay any fees or costs that are normally the responsibility of the Grantor. BB will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

d. City and BB agree that the attorney or title insurance company ("Title Company") selected by BB shall act as the settlement agent ("Settlement Agent") at BB's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 18.

5. FEASIBILITY PERIOD. BB shall have 120 days from the date the Purchase and Sale Agreement is executed by all parties in which to complete its assessment of the Property, including title examination and environmental assessment.

6. CLOSING. Closing will be made at the offices of the Norfolk City Attorney, 810 Union Street, Suite 900, Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the property by City ("Effective Date"), or as soon thereafter as settlement documents can be prepared and any title issues can be resolved.

7. CONDITIONS. BB's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of BB, it being understood that City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within the Feasibility Period, BB may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report ("Phase 1 Report") conducted and prepared by an environmental engineering and inspection company selected by BB at BB's expense, and such other testing and reports as may be reasonably required by BB or recommended in the Phase I Report, any such additional testing and reports will be at the BB's expense.

c. Satisfaction by City of all obligations under this Agreement.

8. SOLD "AS IS"; NO REPRESENTATIONS AND WARRANTIES BY CITY. BB acknowledges that City has made no representations or warranties whatsoever in regard to the Property, except for Special Warranty of Title. BB agrees that they have inspected and are thoroughly familiar with the Property and are acquiring the Property in its "as is" condition. BB understands and agrees that City has not made and makes no representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose, and City shall not be liable for any latent or patent defects therein.

9. DEVELOPMENT. BB understands and agrees that no building permit shall be issued for the development of a single-family dwelling on the parcel until a zoning certificate has been granted by the Department of City Planning, which verifies that the proposed single-family dwelling to be built on the parcel is consistent with the prevailing pattern in the neighborhood with respect to the footing, massing, scale, appearance, fenestration, roof lines and other exterior elements.

10. OWNER OCCUPIED. The deed shall contain a restrictive covenant limiting construction upon the property to single-family, owner occupied dwellings and structures appurtenant thereto.

.

11. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

Purchaser: Geoffrey Wallace
Balance Builders, Inc.
2525 Oconee Avenue, #101
Virginia Beach, Virginia 23454

City: City of Norfolk
Attn: Bernard Pishko, City Attorney
810 Union Street, Suite 900
Norfolk, Virginia 23510

12. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

13. BROKERAGE OR AGENT'S FEES. Neither City nor BB are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by City as a result of this transaction. City shall not have any obligation whatsoever to pay any brokers or agent's fees or commissions, nor shall City have any obligation whatsoever to see that any such fees or commissions are paid.

14. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or BB's default, the non-defaulting party may elect to:

i. Terminate this Agreement;

ii. Seek and obtain specific performance of this Agreement; or

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

16. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

17. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors and assigns.

18. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Purchase and Sale Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), City and BB hereby designate and appoint BB's attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Purchase and Sale Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, City and BB hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that City and BB each retain an original counterpart of this Purchase and Sale Agreement for at least four (4) years following the calendar year of the Closing.

WITNESS the following duly authorized signatures and seals:

[SIGNATURES ON FOLLOWING PAGE]

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Purchase and Sale Agreement dated this _____ day of _____, 20___, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 20___.

_____
Notary Public

Registration No._____

APPROVED AS TO CONTENTS:

_____
Director, Department of General Services

APPROVED AS FORM AND CORRECTNESS:

_____
Deputy City Attorney

PURCHASER:

BALANCE BUILDERS, INC.

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that _____, the _____ of Balance Builders, Inc., whose name is signed to the foregoing Purchase and Sale Agreement dated _____, has acknowledged the same before me in my City and State aforesaid. He is personally known to me or has produced a driver's license as identification.

Given under my hand this___ day of_____, 20___.

_____
Notary Public

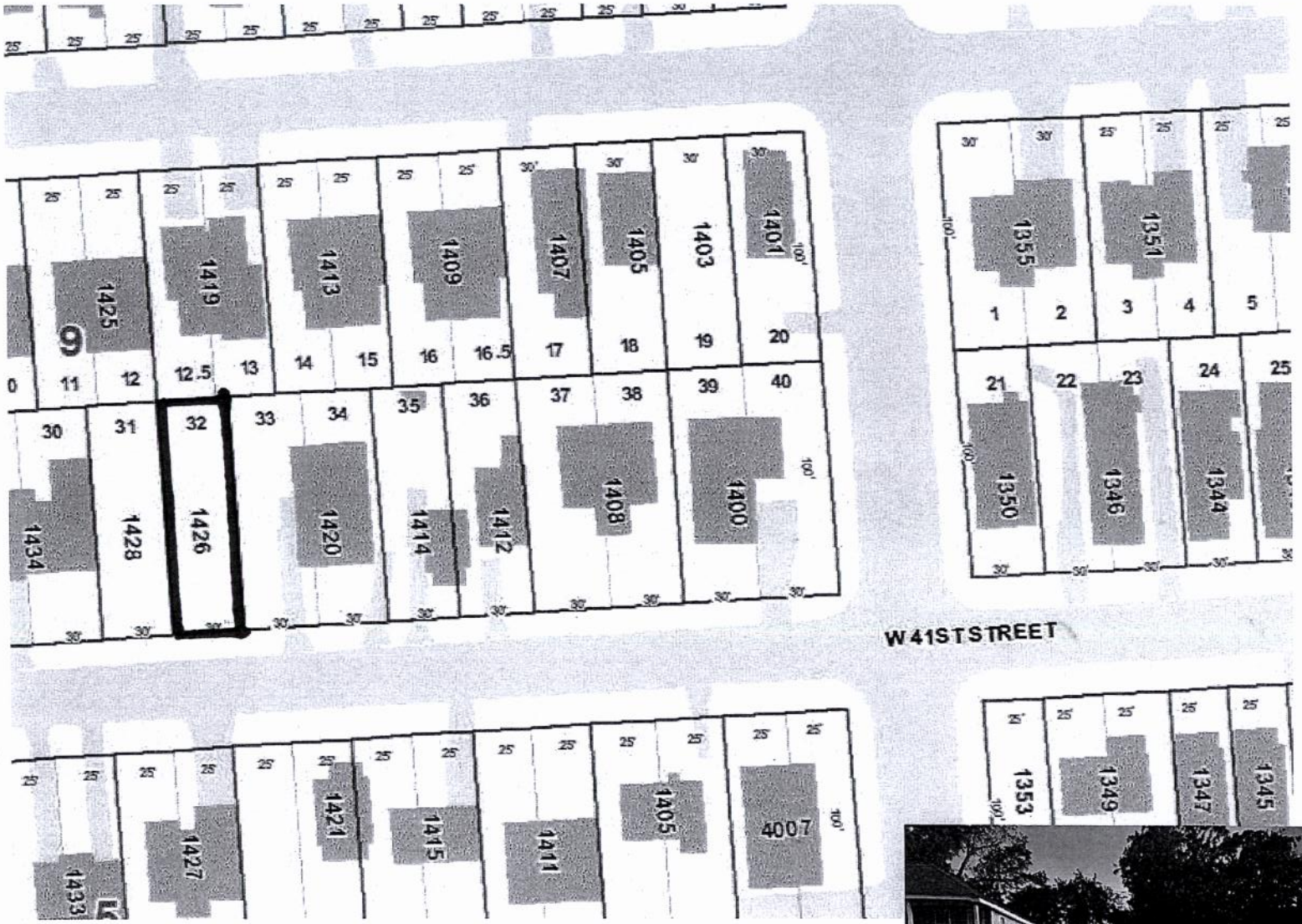
Registration No._____

EXHIBIT A

1426 West 41st Street
Lot 32 – Southern Development & Exchange Company

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being bounded on the south by West 41st Street and described as follows: Lot 32 in Block 9 as shown on a plat entitled, "Southern Development & Exchange Company," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 6 at Page 49.

September 28, 2015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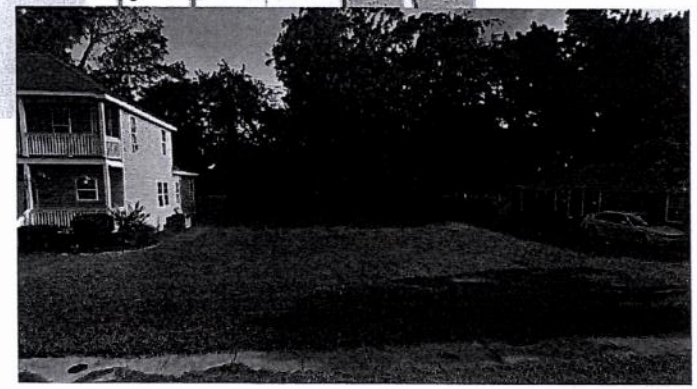

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NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
DEREK A. MUNGO
TAMELE YVETTE HOBSON
NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

PH-11

Re: Ordinance Granting an Exemption from Real Estate Taxes for Real Property of St. James Holiness Church of Christ Retroactive to September 1, 2013

Dear Ladies and Gentlemen:

This agenda item is an application for tax relief from St. James Holiness Church of Christ ("St. James"), a church which failed to properly maintain its exemption by failing to complete the required forms. The Assessor is satisfied that the property houses a church and ancillary buildings and qualifies for the exemption with reason for assessment being the Church's failure to complete the required paperwork. The application requests that it be relieved of the consequences of failing to maintain the exemption to which it was entitled. The ordinance grants the exemptions retroactive to September 1, 2013 in the amount of $9,609.52.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

7/1/16 sb

Form and Correctness Approval:

By Martha P. McGann
Office of the City Attorney

Form CCO-003

Contents Approved:

By
DEPT. REAL ESTATE ASSESSOR

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING AN EXEMPTION FROM REAL ESTATE TAXES FOR REAL PROPERTY OF ST. JAMES HOLINESS CHURCH OF CHRIST RETROACTIVE TO SEPTEMBER 1, 2013.

- - -

WHEREAS, St. James Holiness Church of Christ ("St. James") has filed an application for exemption from real estate taxes for A parcel of real property; and

WHEREAS, such application was filed pursuant to the provisions of §24-212.5 of the Norfolk City Code, 1979, as amended; and

WHEREAS, each parcel is exempt pursuant to Article X, § (6)(a)(2) of the Virginia Constitution; and

WHEREAS, the parcel was removed from tax exempt status as of September 1, 2013, because St. James failed to file triennial recertification applications for the parcels; and

WHEREAS, the revenue impact to the City and its taxpayers for granting retroactive exemption is $9,609.52; and

WHEREAS, the Council has considered other criteria, facts and circumstances deemed pertinent to the adoption of this ordinance; and

WHEREAS, it is the desire of this Council that St. James's application for retroactive exemption to September 1, 2013 be granted; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That St. James Holiness Church of Christ is hereby granted an exemption for Parcel No. 8289-4800 retroactive to September 1, 2013.

Section 2:- That the tax exemption granted herein is based on the Council's finding that the St. James Holiness Church of Christ is a religious organization within the meaning of Article X, Section 6, Subsection (a)(2) of the Constitution of Virginia, 1971, and §24-212.5 of the Norfolk City Code, 1979, as amended.

Section 3:- That this ordinance shall be in effect from and after the date of its adoption.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Renewal of Lease Agreement between the City of Norfolk and Verizon Virginia, LLC

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: N/A

Approved: Marcus D. Jones, City Manager

Item Number: **PH-12**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Verizon Virginia, LLC
c/o Verizon Global Real Estate
Attn: Lease Administration
7701 E. Telecom Parkway
Mail Code: FLTDSB1W
Temple Terrace, FL 33637

III. **Description:**
This agenda item is an ordinance to approve a lease agreement between the City of Norfolk (the "city") and Verizon Virginia, LLC ("Verizon") for the continued lease of city-owned property located near Shell Road in the City of Virginia Beach (the "property").

IV. **Analysis:**
This lease agreement is a renewal and will permit Verizon to continue to lease and use the property for the maintenance and operation of a communications building. The term of the proposed lease is five (5) years, commencing on August 1, 2016 and terminating on July 31, 2021.

V. **Financial Impact:**
The rent will be subject to a 3% annual escalation.

Term	Annual Rent
08/01/2016 – 07/31/2017	$2,463.48
08/01/2017 – 07/31/2018	$2,537.35
08/01/2018 – 07/31/2019	$2,613.47
08/01/2019 – 07/31/2020	$2,691.87
08/01/2020 – 07/31/2021	$2,772.53

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

Liability insurance (Verizon Virginia, LLC)	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

VI. **Environmental**

There are no known environmental issues associated with this property.

VII. **Community Outreach/Notification**

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. **Board/Commission Action**

N/A

IX. **Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Lease Agreement
- Exhibit A to Lease Agreement – Legal Description
- Map

6/13/2016 -wld

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH VERIZON VIRGINIA, LLC FOR THE LEASE OF CITY OWNED PROPERTY LOCATED IN THE CITY OF VIRGINIA BEACH NEAR SHELL ROAD.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Lease Agreement, a copy of which is attached hereto as Exhibit A, between the City of Norfolk ("City") and Verizon Virginia, LLC ("Verizon"), whereby the City leases certain property located near Shell Road in the City of Virginia Beach to Verizon for use as a communications equipment building, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Lease on behalf of the City and to do all things necessary and proper to implement its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Lease Agreement as he may deem advisable consistent with the intent of the Council.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT A TO ORDINANCE

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Lease"), dated this ____ day of _____, 2016, by and between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia ("City"), Lessor, and **VERIZON VIRGINIA LLC**, a Virginia limited liability company ("Verizon"), Lessee, whose address is Verizon Global Real Estate, Attn: Lease Administration, 7701 E. Telecom Parkway, Mail Code: FLTDSB1W, Temple Terrace, Florida 33637.

WITNESSETH:

That for and in consideration of the rents, covenants, and agreements herein respectively made and assumed by the City and Verizon, the City hereby leases to Verizon and Verizon hereby leases from City that certain land owned by the City of Norfolk situate in the City of Virginia Beach as described in Exhibit A and shown on Exhibit B, attached hereto and incorporated by reference ("Premises").

1. **TERM OF LEASE.** The term of this Lease shall be five (5) years ("Term") to commence August 1, 2016 ("Commencement Date"), and to end on the last day of July, 2021 ("Termination Date"), subject to the provisions herein contained.

2. **USE.** Verizon covenants and agrees to use and occupy the Premises for the maintenance and operation of a communications building.

3. **ACCEPTANCE OF PREMISES.** Verizon acknowledges that it is familiar with the Premises and hereby agrees to accept the Premises in their present condition, as is. Verizon further acknowledges that neither City nor anyone on City's behalf has made any representations or warranties with respect to the condition of the Premises.

4. **RENT**. The rental payment ("Rent"), payable annually on the 1st day of August for each year of this Lease, shall be $2,463.48 for the first year of the term of this Lease.

During the remaining years of this Lease, Rent shall be adjusted three percent (3%) annually in the following manner:

August 1, 2017 to last day of July, 2018	$2,537.35/yr
August 1, 2018 to last day of July, 2018	$2,613.47/yr
August 1, 2019 to last day of July, 2020	$2,691.87/yr
August 1, 2020 to last day of July, 2021	$2,772.53/yr

Each installment of Rent shall be made promptly in advance of the first day of August during the term of this Lease without demand and without offset or deduction. The Rent shall be paid by check or money order made payable to the City Treasurer and sent to the Office of Real Estate, 232 East Main Street, Norfolk, Virginia, 23510.

No payment by Verizon or receipt by City of a lesser amount than the Rent stipulated in this Lease shall be deemed other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such Rent, be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

5. **LATE FEE**. For any payments of Rent paid after the date such payments were due, Verizon shall pay a late fee of 5% of the amount not paid when due. The payment of any late fee shall not in any way be curative of any Event of Default and payments pursuant to this section shall not affect any of the City's rights and remedies under Section 20.

6. **INSURANCE**. Verizon, at its own cost and expense, shall obtain and maintain during the Term of this Lease insurance of the types and in the amounts as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than $1,000,000 each occurrence, $2,000,000 general aggregate. CGL will cover liability arising from Premises, operations, independent contractors, products-completed operations, personal

injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and/or, State statutes, and Employer's Liability Insurance. The limits of such policies will be at least $500,000 per accident/disease, and with a policy limit of $500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than $2,000,000 combined single limit; or, bodily injury $1,000,000 each person, $2,000,000 accident, and property damage $100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. This insurance is required only if Verizon, or Verizon's representatives will operate motor vehicles on the Premises.

Unless otherwise specifically approved by the City, general liability policies will be written in an "occurrence" ISO form approved for coverage in the Commonwealth of Virginia. The "City of Norfolk, VA, and its employees" will be included as an "Additional Insured" as their interests may appear under this Lease on the Commercial General Liability and the Automobile/Motor Vehicle Liability policies. All insurance policies affected by this Lease shall be primary and noncontributory to any other insurance or self-insurance maintained by City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies where the City is an additional insured shall provide that City will receive written notice in the event of cancellation of, or material change in, any of the policies in accordance with the terms of such policies.

At least fifteen (15) days prior to the Commencement Date, Verizon shall deliver to City certificates evidencing the issuance of the policy required above, and also evidencing that the policy is then in effect. Verizon shall have the right to self-insure for all coverages required, and shall provide written certification to the City of such self-insurance at least fifteen (15) days prior to the Commencement Date. Failure by City to either demand such certificates or other evidence of full compliance with these requirements and/or to identify a deficiency from evidence that is provided will not be construed as a waiver of Verizon's obligation to maintain the insurance

required in this Lease.

7. **UTILITIES.** Verizon shall, at its own cost and expense, pay all utility meter and service charges, including but not limited to those for gas, sewer, electricity, water, standby sprinkler charges, and any deposits required by utility suppliers with respect to the Premises.

8. **REPAIRS.** Verizon shall keep and maintain the Premises in a good and complete state of repair and condition, except for ordinary wear and tear. Verizon shall make all repairs and replacements of every kind and character, to include, but not be limited to plumbing, heating, ventilation, air conditioning, electrical equipment and systems, lights and lighting, stanchions and fences, if any, and sidewalks and paved areas, necessary to preserve and maintain the Premises and the appurtenances belonging thereto, and will not call upon City during the term of this Lease to make any repairs or replacements whatsoever. All repairs and replacements shall:

(a) be performed in a good and workmanlike manner,
(b) be at least substantially equal in quality and usefulness to the original work,
(c) be of first-class modern character, and
(d) not diminish the overall value of the Premises.

9. **REQUIREMENTS OF PUBLIC AUTHORITIES**. Verizon shall suffer no waste or injury in or about the Premises and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Premises, including, without limiting the generality of the foregoing, the making of any structural repairs that may be required in order to comply with said laws, ordinances and regulations. In addition, Verizon shall effect the correction, prevention and abatement of nuisances, violations or other grievances in upon or connected with the Premises and shall also promptly comply with all rules, orders and regulations of the Board of Fire Underwriters and any insurance company insuring the Premises.

10. **NET RENT**. It is the purpose and intent of City and Verizon that the Rent shall

be absolutely net to City, so that this Lease shall yield, net, to City, the Rent specified in Section 4 herein in each year during the term of this Lease without any abatement, deduction, set off or counterclaim. All costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises which may arise or become due during or out of the term of this Lease shall be the responsibility of Verizon, except debt service arising in connection with any mortgage placed on the Premises by City or unless such charge or obligation arises as a result of an Event of Default (as hereinafter defined) on the part of City.

11. **INDEMNIFICATION**. Verizon shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Lease by Verizon, or by Verizon's intentional act or negligence. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Lease by Verizon.

12. **NON-LIABILITY OF CITY**. City shall not be liable for any damage or injury which may be sustained by Verizon or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, heating or other systems, elevators or hoisting equipment, if any, in the Premises; or by reason of the elements; or resulting from acts, conduct, or omissions on the part of Verizon or of Verizon's agents, employees, guests, licensees, invitees, assignees, or successors, or on the part of any other person or party.

13. **ALTERATIONS**. Verizon covenants and agrees that it will not make any

improvements, changes, installations, renovations, additions or alterations in and about the Premises without the prior written consent of City, such consent not to be unreasonably withheld, and the approval of the Norfolk Design Review Committee.

14. **ASSIGNMENT AND SUBLETTING**. With the exception of assignments to its affiliates, parent company, or any entity acquiring a major interest in Verizon, Verizon will not assign this Lease or sublet the Premises without obtaining City's prior consent in writing, such consent not to be unreasonably withheld. Any change in ownership or control of management of Verizon, directly or indirectly, whether by merger, consolidation or otherwise, shall be deemed an assignment for the purposes of this section. If this Lease is assigned with the consent of City as aforesaid, or if the Premises or any part thereof is occupied by anybody other than Verizon, City may collect rent from the assignee, Verizon, or the occupant, and may apply the net amount collected to the Rent herein reserved; but notwithstanding such assignment or subletting, Verizon shall remain liable for the payment of Rent reserved hereunder and for the performance of all obligations imposed upon Verizon by this Lease.

15. **AIR AND WATER POLLUTION.** Verizon expressly covenants and agrees to indemnify, defend and save City harmless against any claim, damage, liability, cost, penalty, or fine which City may suffer as a result of air, noise or water pollution caused by Verizon in its use of the Premises. Verizon covenants and agrees to notify City immediately of any claim or notice served upon it containing any allegation that Verizon is causing air, noise, or water pollution. Verizon, in any event, will take immediate steps to halt, remedy or cure any such pollution caused by Verizon in connection with its use of the Premises.

16. **COVENANT AGAINST LIENS.** Verizon agrees that it shall not encumber, or suffer or permit to be encumbered, the Premises or the fee thereof by any lien, charge or

encumbrance, and Verizon shall have no authority to mortgage or hypothecate this Lease in any way whatsoever.

17. **SUBORDINATION**. This Lease shall be subject and subordinate at all times to any lien of any mortgage now or hereafter placed on the Premises or any part thereof by City, without the necessity of any further instrument or act on the part of Verizon to effectuate such subordination, but Verizon covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage as shall be desired by a mortgagee.

18. **ENVIRONMENTAL**.

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. § 6901 et seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA") or any other federal, state or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency ("USEPA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission resulting or which may result in the Releasing of Hazardous Substances into the waters or onto the

lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment", as such terms are defined in CERCLA. Notice shall include the imposition of any lien on any real property, personal property or revenues of Verizon, including but not limited to Verizon's interest in the Premises or any of Verizon's interest in the Premises or any of Verizon's property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, of any facts which could give rise to any of the above.

(b) To the extent that Verizon may be permitted under applicable law to use the Premises for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, Verizon shall ensure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances, and governmental rules and regulations. Verizon shall not cause or permit, as a result of any intentional or unintentional act or omission, a Release of Hazardous Substances on the Premises. If any such intentional or unintentional act or omission results in such a Release of Hazardous Substances on the Premises, Verizon shall promptly clean up and remediate such Release in accordance with the applicable federal, state, and local regulations, and to the reasonable satisfaction of City.

(c) Verizon shall comply with all applicable federal, state and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with any and all permits required thereunder or any successor or new environmental laws. Upon the receipt of any Notice, Verizon shall notify City promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to Verizon, whether due to merger, sale of assets, or other business combination or change of control.

(e) Verizon hereby agrees to defend (with counsel satisfactory to City) and to indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances on the Premises and losses and claims against City resulting from Verizon's failure to comply strictly with the provisions of this section. The provisions of this section shall survive the expiration or earlier termination of this Lease for those occurrences arising out of Verizon's use of the Premises.

19. **SURRENDER BY VERIZON AT END OF TERM.** Verizon will surrender possession of the Premises and remove all structures, improvements, goods, chattels, and other personal property in the possession of Verizon, by whomsoever owned, at the end of the term of this Lease, or at such other time as City may be entitled to re-enter and take possession of the Premises pursuant to any provision of this Lease, and leave the Premises in as good order and condition as they were on the Commencement Date, reasonable wear and tear and alterations approved pursuant to Section 13 above excepted. In default of surrender of possession and removal of all structures, improvements, goods, and chattels at the time aforesaid, Verizon will pay to City the Rent reserved by the terms of this Lease for such period as Verizon either holds over possession of the Premises or allows its structures, improvements, goods, chattels, or other personal property in its possession at such time to remain in the Premises, and in addition thereto, statutory penalties and all other damages which City shall suffer by reason of Verizon holding over in violation of the terms and provisions of this Lease, including all reasonable claims for damages made by any succeeding tenant or purchaser of the Premises against City which may be founded upon delay by

City in giving possession of the Premises to such succeeding tenant or purchaser, so far as such damages are occasioned by the holding over of Verizon.

If Verizon fails to remove all goods, chattels, and other personal property in possession of Verizon, by whomsoever owned, at the end of the term of this Lease, or at such other time as City may be entitled to re-enter and take possession of the Premises pursuant to any provision of this Lease, Verizon hereby irrevocably makes, constitutes and appoints the Norfolk City Manager or his designee as the agent and attorney-in-fact of Verizon to remove all goods, chattels, and other personal property, by whomsoever owned, from the Premises to a reasonably safe place of storage, such moving and storage to be at the sole cost and expense of Verizon, and Verizon covenants and agrees to reimburse and pay to City all expenses which City incurs for the removal and storage of all such goods, chattels, and other personal property. In addition, at the option of City, Verizon shall be deemed to have abandoned such goods, chattels, and other personal property and the same shall become the property of City. Verizon shall reimburse and pay City for all expenses incurred in the removing or disposing of the abandoned property.

No act or thing done by City shall be deemed an acceptance of the surrender of the Premises unless City, by its duly authorized officials, shall execute a written release of Verizon. Verizon's liability hereunder shall not be terminated by the execution by City of a new lease of the Premises.

20. **DEFAULT BY TENANT**. If before or during the term of this Lease any of the following events ("Events of Default") shall occur, this Lease shall be deemed to be in default:

(a) if Verizon shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition

against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Verizon or of any material part of its assets, and such appointment shall not have been vacated; or

(b) if, within 60 days after the commencement, any proceeding against Verizon seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within 60 days after the appointment without the consent or acquiescence of Verizon of any trustee, receiver or liquidator of Verizon or of any material part of its assets, such appointment shall not have been vacated; or

(c) if the interest of Verizon in the Premises shall be sold under execution or other legal process; or

(d) if Verizon shall fail to pay any installment of the Rent within five (5) days after receipt of written notice of delinquency from City; or

(e) if Verizon shall fail to perform or observe any requirement, obligation, agreement, covenant or condition of this Lease, other than the payment of any installment of Rent, and any such failure shall continue for 30 days after City gives Verizon written notice thereof, or if such failure cannot be remedied within 30 days, then for a reasonable time thereafter, provided Verizon commences to remedy such failure within said 30 day period and prosecutes the same to completion with diligence; or

(f) if any representation or warranty contained in this Lease shall prove to be incorrect in any material respect on the date upon which it was made.

At any time following any of such Events of Default, City, without waiving any other rights herein available to City at law or in equity, may either (a) give Verizon notice of termination of this Lease, or (b) without terminating this Lease, give Verizon notice of City's intention to re-enter

and take possession of the Premises, with or without legal process. The giving of either of such notices to Verizon shall terminate Verizon's right to possession of the Premises under this Lease without prejudice, however, to the rights of City to exercise all other available legal remedies and without discharging Verizon from any of its liabilities hereunder.

If City elects to terminate Verizon's right to possession of the Premises under this section following an Event of Default, City may re-enter and take possession of the Premises, with or without legal process, and Verizon hereby waives any claim for damages as a result thereof, and Verizon shall be obligated to pay to City as damages upon demand, and City shall be entitled to recover of and from Verizon:

(a) all Rent which is in arrears as of the date of termination of Verizon's right to possession, plus

(b) the cost to City of all reasonable legal and other expenses and costs, including reasonable attorney's fee, incurred by City in obtaining possession of the Premises, in enforcing any provision of this Lease, in preserving the Premises during any period of vacancy, in making such alterations and repairs to the Premises as Verizon was required to make pursuant to the terms of this Lease and in re-letting the Premises, including all reasonable brokerage commissions therefore, plus

City may re-let the Premises, or any part thereof, and may grant concessions or charge a rent in excess of that agreed to in this Lease. In that event, Verizon shall pay rent, damages, costs and expenses, as specified above, and the net amount of rent collected and received by City as a result of re-letting the Premises during the balance of the term shall be applied against the rent still owed by Verizon, not against damages or expenses. Verizon shall have no right to any excess.

City may sue for and collect any amounts which may be due pursuant to the provisions of this section from time to time as City may elect, but no such suit shall bar or in any way prejudice

the rights of City to enforce the collection of amounts due at any time or time thereafter by a like or similar proceeding.

Verizon agrees to pay all costs of proceedings by City for the enforcement of any breach of the terms and conditions of this Lease by Verizon, including reasonable attorney's fees and expenses, payable immediately upon the filing of any suit for possession or money damages.

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The receipt and acceptance by City of rent with knowledge of the default by Verizon in any of Verizon's obligations under this Lease shall not be deemed a waiver by City of such default. Nothing contained in this Lease shall limit or prejudice the right of City to prove for and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings, in which the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

No waiver by City of any Event of Default or any default by Verizon in any covenant, agreement, or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by City to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of City.

21. **TAXES**. During the Term of this Lease, Verizon shall pay all taxes and/or assessments imposed on the Premises by any lawful authority by virtue of this Lease and shall pay any and all taxes and/or assessments levied or assessed and which become payable during the Term

hereof upon all of Verizon's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in or on the Premises.

22. **TERMINATION BY DESTRUCTION**. Should the building(s) upon the Premises be destroyed or rendered unfit for use by fire or other casualty, this Lease shall thereupon terminate. City shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any of Verizon's leasehold improvements, fixtures or other personal property. Verizon shall give City prompt notice following Verizon's becoming aware of any damage or destruction of any portion of the Premises.

23. **QUIET ENJOYMENT**. City covenants that Verizon, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term aforesaid.

24. **CERTIFICATES BY VERIZON**. Verizon agrees at any time and from time to time during the term of this Lease, within fifteen (15) days after written request from City, to execute, acknowledge and deliver to City or to a third party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification), and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether, to the best knowledge of Verizon, City is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Verizon may have knowledge. Such third party shall have the right to rely upon the contents of any such written statement.

25. **NOTICES**. Whenever it is provided herein that payment, notice, demand, request or other communication shall or may be given to or served upon either of the parties, or if either of the parties shall desire to give or serve upon the other any notice, demand, request or other

communication with respect hereto or the Premises, each such notice, demand, request or other communication shall be given in writing, and, any law or statute to the contrary notwithstanding, shall be given or served as follows:

City: City of Norfolk
Office of Real Estate
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
Attn: Manager of Real Estate

Verizon: Verizon Virginia, LLC
c/o Verizon Global Real Estate
Attn: Lease Administration
7701 E. Telecom Parkway
Mail Code: FLTDSB1W
Temple Terrace, Florida 33637

26. **CAPTIONS**. The captions to the sections of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease or any part thereof nor in any way affect this Lease or any part thereof.

27. **COVENANTS AND CONDITIONS**. All of the terms and provisions of this Lease shall be deemed and construed to be covenants and conditions to be performed by the respective parties as though words specifically expressing or importing covenants and conditions were used in each separate term and provision hereof.

28. **WAIVER OF TRIAL BY JURY**. City and Verizon hereby mutually waive their rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, Verizon's use or occupancy of the Premises, and any claim of injury or damage.

29. **DEFINITION OF TERM "CITY"**. When the term "City" is used in this Lease, it shall be construed to mean and include only the then owner of the fee title of the Premises. Upon the transfer by City of the fee title to the Premises, City shall give Verizon notice in writing of the

name and address of City's transferee. In such event, the then City shall be automatically free and relieved from and after the date of such transfer of title of all personal liability with respect to the performance of any of the covenants and obligations on the part of City herein contained to be performed, provided any such transfer and conveyance by City is expressly subject to the assumption by the grantee or transferor of the obligations of City to be performed pursuant to the terms and conditions of this Lease.

30. **BROKERAGE REPRESENTATION**. Verizon hereby represents and warrants to City that it did not see the Premises with, nor was it introduced to the Premises by, any real estate broker or agent thereof. Verizon further represents and warrants that it knows of no person who is entitled to a real estate brokerage commission or sum in lieu thereof in connection with the execution of this Lease.

29. **COVENANTS OF FURTHER ASSURANCES**. If, in connection with obtaining financing for the Premises, a lender shall request reasonable modifications in this Lease as a condition to such financing, Verizon will not unreasonably withhold, delay, or defer its written consent thereto, provided that such modifications do not, in Verizon's reasonable judgment, increase the obligations of Verizon hereunder or materially adversely affect the leasehold interest hereby created or Verizon's use and enjoyment of the Premises.

30. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

31. **APPLICABLE LAW**. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any suit arising out of this Lease only shall be brought in the State or Federal Courts located in the State of Virginia. In the event

of any such suit, the parties hereto consent to the personal jurisdiction of such courts and waive any defense based on improper venue.

32. **BIND AND INURE CLAUSE**. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors and assigns.

33. **ACCESS**. Access to the leased area is to be by way of the existing curb cut and driveway currently being utilized by the City of Norfolk's Department of Utilities.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties have executed or have caused this Lease to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____ (SEAL)
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, TO-WIT:

I, _____, a Notary Public in and for the City of Norfolk in the Commonwealth of Virginia, whose term of office expires on the ____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public
Registration No._____

APPROVED AS TO CONTENTS:

_____
Director of General Services

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

VERIZON VIRGINIA LLC

By: _____
Name: _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

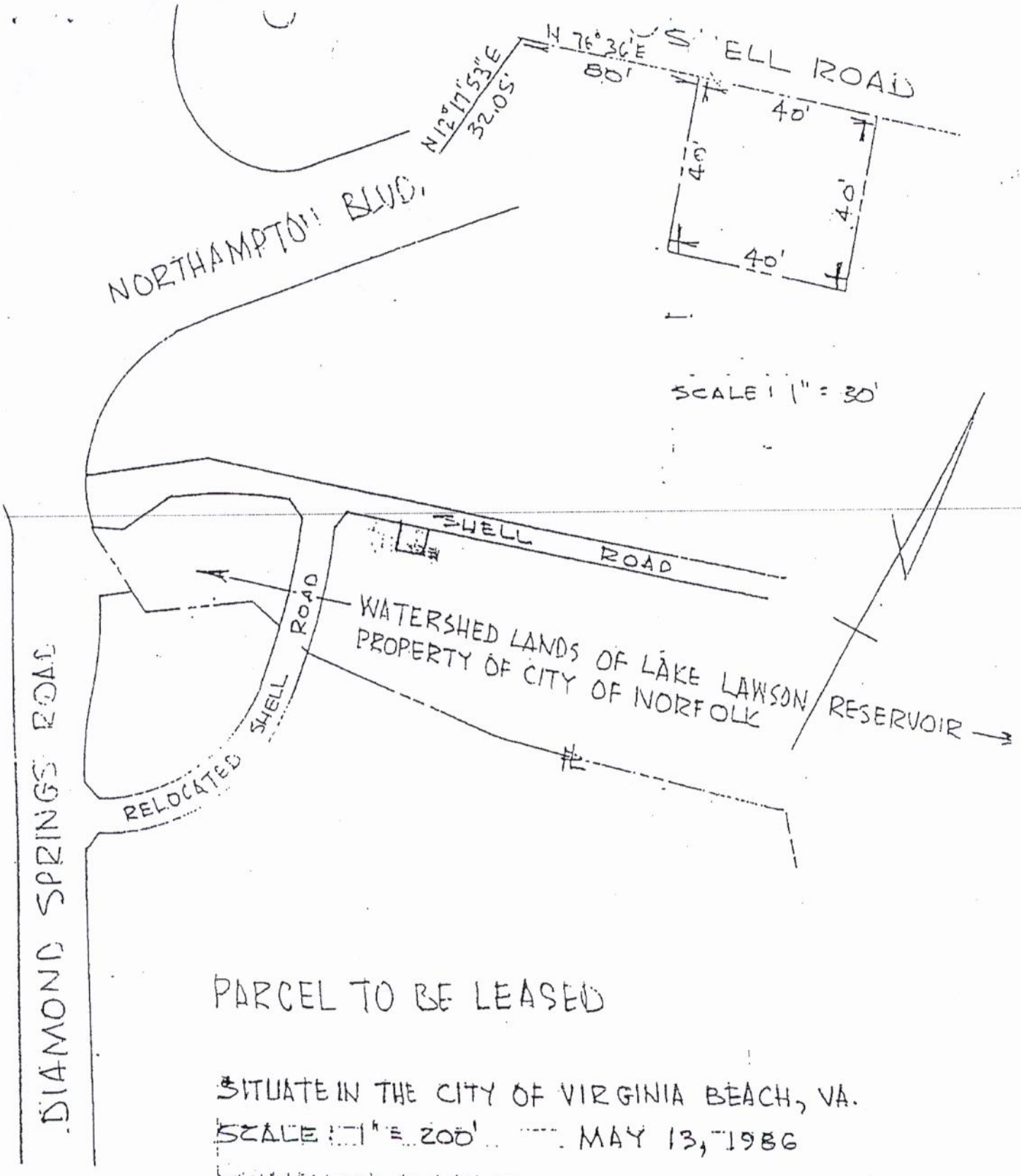
I, _____, a Notary Public in and for the City/County of _____ in the State of _____, whose term of office expires on the ___ day of _____, 20___, do hereby certify that _____, _____ (Title) of Verizon Virginia LLC, whose name is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public
Registration No._____

EXHIBIT "A" TO LEASE

A square parcel of land measuring forty feet on all sides, abutting the south side of Shell .Road near its relocated intersection with Diamond Springs Road, said parcel being situate in the watershed lands of Lake Lawson reservoir in the City of Virginia Beach, Virginia, the northwestern corner of said parcel being a point in the southern line of Shell Road that is distant the following two courses and distances from the intersection of the southern line of Shell Road with the eastern line of relocated Shell Road: N 12° 17' 53" E, 32.05 feet along the southeastern corner of said intersection; N 74° 36' E, 80.00 feet along the southern line of Shell Road.



PARCEL TO BE LEASED

SITUATE IN THE CITY OF VIRGINIA BEACH, VA.

SCALE: 1" = 200' MAY 13, 1986

DIVISION OF SURVEYS
DEPARTMENT OF PUBLIC WORKS
NORFOLK, VA.

Exhibit B

NORFOLK

Office of the City Attorney

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ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

PH-13

Re: Ordinance Granting an Exemption from Real Estate Taxes for Real Property of First Baptist Church Retroactive

Dear Ladies and Gentlemen:

This agenda item is an application for tax relief from First Baptist Church of Campostella Trust ("FBCCT"), a church which failed to complete the required forms. The Assessor is satisfied that the property houses a church and ancillary buildings and qualifies for the exemption with reason for assessment being the Church's failure to complete the required paperwork. The application requests that it be relieved of the consequences of failing to perfect the exemption to which it was entitled. The ordinance grants the exemptions retroactive to September 1, 2014 for one parcel and to January 1, 2015 for the other parcel in the amount of $5,439.89.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

7/1/16 sb

Form and Correctness Approval:

By Martha P. McGann
Office of the City Attorney

Form CCO-003

Contents Approved:

By _____
DEPT. REAL ESTATE ASSESSOR

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING AN EXEMPTION FROM REAL ESTATE TAXES FOR THREE PARCELS OF REAL PROPERTY OF FIRST BAPTIST CHURCH OF CAMPOSTELLA TRUST RETROACTIVE TO SEPTEMBER 1, 2014 AND ONE PARCEL OF REAL ESTATE RETROACTIVE TO JANUARY 1, 2015.

- - -

WHEREAS, First Baptist Church of Campostella Trust ("FBCCT") has filed an application for exemption from real estate taxes for three parcels of real property; and

WHEREAS, such application was filed pursuant to the provisions of §24-212.5 of the Norfolk City Code, 1979, as amended; and

WHEREAS, one parcel was exempt from taxation as of September 1, 2014, and one parcel was exempt from taxation as of January 1, 2015 pursuant to Article X, § (6)(a)(2) of the Virginia Constitution; and

WHEREAS, FBCCT failed to file applications for exemption from taxation for the parcels until June 28, 2016; and

WHEREAS, the revenue impact to the City and its taxpayers for granting retroactive exemption is $5,439.89; and

WHEREAS, the Council has considered other criteria, facts and circumstances deemed pertinent to the adoption of this ordinance; and

WHEREAS, it is the desire of this Council that FBCCT's application for retroactive exemption for two of the parcels to September 1, 2014 and for one parcel to January 1, 2015, be granted; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That First Baptist Church of Campostella Trust is hereby granted an exemption for Parcel No. 4745-6005 and Parcel No. 4600-9305 retroactive to September 1, 2014 and exemption for Parcel No. 4868-9340 retroactive to January 1, 2015.

Section 2:- That the tax exemption granted herein is based on the Council's finding that the First Baptist Church of Campostella Trust is a religious organization within the meaning of Article X, Section 6, Subsection (a)(2) of the Constitution of Virginia, 1971, and §24-212.5 of the Norfolk City Code, 1979, as amended.

Section 3:- That this ordinance shall be in effect from and after the date of its adoption.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Lease Agreement between the City of Norfolk and Garden of Hope, Inc.

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-14**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Garden of Hope, Inc.
1317 E. Brambleton Avenue
Norfolk, VA 23504

III. **Description:**
This agenda item is an ordinance to approve a lease agreement between the City of Norfolk (the "city") and Garden of Hope, Inc. ("GOH") for the lease of city-owned property located on the mezzanine floor of the City Hall building.

IV. **Analysis**
This lease agreement will permit GOH to lease office space in support of its activities and clerical needs relating to its administration of the Second Chances program. This lease does not create a partnership or joint venture between the city and GOH. The term of the proposed lease is five (5) years beginning thirty (30) days from the effective date of the adopted ordinance.

V. **Financial Impact**
The rent will be $1,053.75 per month; the City will also pay all charges due for water, garbage removal, sewage, gas, electricity, and utility taxes in connection with use of the premises.

Liability insurance to be provided by Garden of Hope, Inc.	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A to Ordinance – Proposed Lease Agreement

5/20/2016-lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____ for OSF
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH GARDEN OF HOPE, INC. AS LESSEE, FOR THE MEZZANINE FLOOR OF CITY HALL AT 810 UNION STREET IN THE CITY OF NORFOLK.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and provisions of the Lease Agreement between the City of Norfolk as lessor, and Garden of Hope, Inc. as lessee, a copy of which is hereto attached as Exhibit A, by which the City of Norfolk leases to Garden of Hope, Inc. the mezzanine floor of City Hall, are hereby approved.

Section 2:- That the City Manager is authorized to execute said Lease Agreements for and on behalf of the City.

Section 3:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

Lease Agreement

THIS LEASE AGREEMENT made this _____day of _____, 2016, by and between the **CITY OF NORFOLK** (Lessor), a municipal corporation of the Commonwealth of Virginia, and **GARDEN OF HOPE, INC.** (Lessee), a non-stock corporation of the Commonwealth of Virginia.

WITNESSETH THAT:

1. **PREMISES**. Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, a portion of the property known as 810 Union Street, in Norfolk, Virginia, hereinafter referred to as "Premises." Premises consist of 1405 square feet on the mezzanine floor of City Hall, as shown on **Exhibit A**, which is hereto attached and incorporated by reference.

2. **LEASE USE.** Lessee covenants and agrees to use and occupy Premises as office space, as further detailed in Paragraph 9 "Operation" below.

3. **LEASE TERM.** This lease agreement is for a five-year term (Term) beginning thirty (30) days after the Norfolk City Council adopts an ordinance authorizing this Lease Agreement ("Lease") and ending five (5) years from the beginning date, subject to the default provisions of Paragraph 24.

4. **RENT:** In consideration for the use of the Premises, Lessee pay Lessor a monthly rent of One Thousand Fifty-Three Dollars and 75/100 ($1.053.75) due on the first day of each calendar month.

5. **NO JOINT VENTURE:** It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Lessor and Lessee, or between Lessor and any other party, or cause either party to be responsible or liable in any way for the debts or obligations of the other party. Lessee is not an agent of Lessor.

6. **UTILITIES:** Lessor shall pay all charges when due for water, garbage removal, sewerage, gas and electricity and utility taxes in connection with the use of the Premises. Other utility charges or fees shall be Lessee's exclusive responsibility .

7. **NO ASSIGNMENT OR SUBLEASE:** Lessee covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any portion thereof to be used by others. The use of the Premises will be such that it will not violate any other agreements or covenants affecting the Premises and will not violate or create any potential violation of any laws.

8. **VOLUNTEERS:** Lessor acknowledges that some of Lessee's activities will be organized and conducted by community volunteers. Lessor requires that volunteers who will be interfacing with community members undergo a background check. Volunteers shall be supervised by Lessee's staff members at all times that they are in the Premises.

9. **OPERATION:**

(a) The Premises shall be used as office space in support of Lessee's activities and clerical needs relating to its administration of the Second Chances progam.

10. **LESSEE INDEMNIFICATION AND LESSEE INSURANCE:** Lessee agrees that it will hold harmless Lessor from any and all injury or damage to person or property in, on or about the Premises, including, without limitation, all costs, expense, claims or law suits arising in connection therewith, except for injury or damage arising from Lessor's negligence or willful misconduct. Lessee covenants that it will, at all times during the Term of this Lease and at its own cost and expense, carry public liability insurance on the Premises, with limits of not less than $1,000,000.00 each occurrence, $2,000,000.00 aggregate and $100,000.00 fire legal liability. Lessee further covenants that it will, at all times during the Lease Term and at its own cost and expense, carry insurance against damage by fire or other perils in an amount equal to the replacement value thereof on Lessee's furniture, fixtures and equipment. Each liability insurance policy shall name the City and its employees as additional insured and the originals of each and all such policies of insurance, or certifcates thereof issued by the insurance company, also known as Insurance Certificates, shall be delivered to the Lessor. The Insurance Certificate shall also acknowledge the hold harmless and waiver of subrogation, as described in Paragraph 19 herein. If Lessee fails to provide such insurance, Lessor may terminate this Lease with ten (10) days prior written notice to Lessee. Lessee shall maintain the applicable statutory Workers' Compensation Insurance and or Employer's Liability Insurance with a limit of at least $500,000.00 per accident/injury.

11. **ACCEPTANCE OF PREMISES**: Lessee hereby agrees to accept the Premises from the Lessor as they are found by Lessee on the date that Lessee takes possession in "what is, as is and where is" condition.

12. **SUBORDINATION AND ATTORNMENT:** Lessee agrees that this Lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Premises have been built or upon any building hereafter placed upon the land, of which the Premises are a part. Lessee will, further, attorn to and acknowledge the foreclosure purchaser or purchasers as the Lessor hereunder. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee.

13. **QUIET ENJOYMENT:** Lessor hereby covenants that Lessee, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, shall have and quietly enjoy the Premises for the Lease Term set forth herein.

14. **LESSOR MAINTENANCE:** Lessor covenants that it will be responsible for all structural repairs to the property. At the Landlord's sole discretion, should structural repair be deemed excessive, Landlord may elect to not make the repair. If Landlord elects not to make a repair, then Tenant may at its option elect to complete that repair at its sole cost and expense, or terminate the lease.

15. **LESSEE MAINTENANCE:** Tenant shall keep and maintain the Premises in a good and complete state of repair and condition, except for ordinary wear and tear. All repairs shall:

(a) be performed in a good and workmanlike manner,
(b) be at least substantially equal in quality and usefulness to the original work,
(c) not diminish the overall value of the Demised Premises.

16. **ADDITIONAL LESSEE COVENANTS:**

(a) Lessee shall not make alterations, additions or improvements to the building structure of which the Premises are a part without first obtaining Lessor's written approval and consent. For purposes of this Lease, the structural components of the building are hereby defined as the foundation, structural steel, roof, exterior walls, doors, deck, existing interior plumbing improvements, exterior plumbing lines, HVAC unit components and ductwork, electric service, ceiling and light fixtures.

(b) All fixtures installed by Lessee shall remain the property of Lessee, and if Lessee is not in default of the Lease, its terms and covenants herein, the same fixtures shall be removed by Lessee at the expense of Lessee at the end of the Lease Term. Lessee further agrees to repair and/or to reimburse Lessor for the cost of repair for any damages to the Premises caused by the installation and removal of its fixtures. In the event that fixtures are left behind or abandoned, Lessee shall pay to Lessor any expenses associated with repairs to the Premises caused by the removal of same fixtures.

(c) Lessee will not use nor permit the Premises to be used for any illegal or immoral purpose. Lessee hereby agrees to comply with all Federal, State and Municipal laws, ordinances and regulations as they relate to Lessee's activities and/or to the Premises and to the use, storage and disposal of hazardous substances.

(d) Lessee agrees to contain within its Premises any and all noise, music, or odors and/or aromas, to the extent that no nuisance will be created to its neighbor.

(e) Lessee shall store all trash, rubbish and garbage in fully closed containers at the rear of the Premises. Lessee shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in and or about the Premises.

(f) Lessor covenants that it will take such steps as shall be necessary to keep the Leased Premises free of termites, rodents, insects and other pests. It is Lessee's obligation to notify Lessor of any unusual infestation. This obligation shall extend to any neighboring

Premises should Lessee's use of its Premises be the predominant and likely cause of same problems in the neighbor Premises.

(g) Lessee shall not make any use of the Premises, which would make voidable or void any policy of fire or extended coverage insurance covering any of the building or cause the building to become uninsurable. Lessee covenants that, without prior written consent of the Lessor, Lessee will not do anything, which will increase the rate of fire insurance premium on the building. If by reason of any use by Lessee of the Premises or the keeping by Lessee of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by Lessor shall be increased over normal rates for comparable premises, the amount of the increase in the Lessor insurance premium shall be paid to Lessor by Lessee from time to time on demand. Lessee hereby covenants that it shall cease and desist any activity so affecting the insurability of the Premises upon written demand of the Lessor.

(h) Lessee will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign.

(i) All laws and regulations will be adhered to and any required permits shall be obtained by lessee. Lessee shall provide the City with a financial report at the end of the Term pertaining to all activities held at the Premises. The Lessee shall provide an audit if requested by the City.

(j) Lessee shall participate in active recycling. To the extent reasonably possible, Lessee will use environmentally green products.

(k) There shall be no smoking allowed in the building or within Twenty-Five (25) feet of the building.

17. **LESSOR INSPECTION AND ACCESS:** Lessor or its Agent, employees and/or contractors shall have the right to enter the Premises to examine the same and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. If Lessee is not personally present to permit entry and an entry is necessary, Lessor or its Agent may, in the case of emergency, or if the Premises are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that Lessor deems appropriate, without rendering Lessor liable therefore. Otherwise, all such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Lessee's use of the Premises.

18. **WAIVER OF SUBROGATION:** Lessor and Lessee waive all right of recovery against each other for any loss in or about the Premises, from perils insured against and under the fire insurance contract, including any all risk endorsements thereof, whether due to negligence or any other cause. This release of liability shall be operative only as long as waiver of subrogation clauses are available on insurance policies, in the amounts, form, kinds and with a company satisfactory to Lessor.

19. **INDEMNITY AGAINST LIENS:** Lessee agrees that it will, at all times during the Term of this Lease, take any and all steps necessary to prevent the filing of mechanics liens against the Premises. Lessee further agrees to indemnify and save the Lessor harmless from and against any and all liabilities incurred by Lessee or claimed or charged against the Premises for labor or materials contracted for by Lessee or its sublessees. Lessee shall promptly pay, or otherwise discharge, any and all such claims, expenses and liens, including the mechanic's materialmen's and other laborer's liens asserted or claimed against the Premises or any part thereof. In no event shall Lessor or any of the Lessor's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Premises; or for any improvements thereof or changes made upon the order of Lessee, or to discharge the obligations of the Lessee.

20. **FIRE AND/OR DESTRUCTION:** If the Premises shall be damaged by fire or other casualty during the Term hereof, Lessor, at its sole discretion, will make the decision as to whether it will restore the structural components and items. Lessor, at its option, may terminate this Lease as of the date of such destruction by giving Lessee written notice of its intention to do so within thirty (30) days after such date of destruction.
Unless Lessor gives such notice, this Lease shall remain in full force and effect and Lessor shall repair such damage as its expense, as expeditiously as possible under the circumstances. Notwithstanding the foregoing, in the event of damage to the Premises by fire or casualty which is not the result of Lessee's negligence, and which cannot be repaired within sixty (60) days of occurrence, Lessor or Lessee shall have the right to terminate this Lease by giving the other party thirty (30) days prior written notice.

21. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease Paragraph shall not operate to release Lessee from this Lease nor to excuse Lessee, nor shall Lessee in any event be excused from prompt payment of Rent and all other charges due Lessor by Lessee.

22. **EMINENT DOMAIN:** If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Lessee is required to vacate the Premises. Lessee hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial taking of the Premises and/or any portion of the Common Areas if any. If there is only a partial taking of the Common Areas, this Lease shall not terminate and this Lease shall remain in full force and in effect. After partial taking of the Common Areas, the Lessor, within a reasonable time thereafter, shall repair or reconstruct the

remaining portion of the Common Areas to the extent necessary to make the same a complete architectural unit.

23. **LESSEE DEFAULT:** The occurrence of any one of the following events constitutes a default by the Lessee and a breach of this Lease and its covenants by the Lessee, if such default, breach or non performance is continued and not cured within ten (10) days after written notice from Lessor: (a) The vacating or abandonment of the Premises by Lessee, or the failure of the Lessee to occupy and use the Premises as described in the Use Clause Paragraph or the Operation Paragraph found in this Lease Agreement, (b) The failure by Lessee to perform any covenants herein or the breach by Lessee of any Lease covenants herein, other than those described in section (a) of this Paragraph, and the further failure by Lessee to cure such covenant breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant breach or non-performance which cannot be fully remedied within ten (10) days, (c) Petition by Lessee for bankruptcy, insolvency, or general assignment for the benefit of its creditors, or receiver appointment for Lessee for the substantial part of its assets and properties and such receiver is not removed with ten (10) days after its appointment.

24. **LESSOR REMEDIES:** In the event of Lessee Default, including Lessee's abandonment or vacating the Premises, Lessor shall have the right, in addition to all other rights and remedies provided by the law, to terminate this Lease, and/or to re-enter and take possession of the Premises, peaceably or by force, and/or to change the locks thereto and to remove any property therein, without liability to Lessee for damage arising therefrom and without obligation to Lessee to store any property. Any costs of removal and storage of Lessee's fixtures, inventory, equipment or any other personal property shall be the expense of Lessee. Lessor may, at its option and without subsequent notice to Lessee, re-let the Premises for such term and on such covenants and purposes as Lessor, in its sole discretion, may determine are in the best interest of the Lessor.

25. **HOLDOVER AND SUCCESSIVE LESSEE:** Lessee acknowledges that possession of the Premises must be surrendered to Lessor on the Termination Date or sooner. Lessee agrees to indemnify and save Lessor harmless from any and all costs, claims, loss or liability resulting from delay by Lessee in so surrendering the Premises. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Premises after the termination of the Lease Term, unless specifically agreed to in writing. The provisions of this Paragraph shall survive the expiration or said sooner termination of Lease Term.

26. **TERMINATION AND SURRENDER:** Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in as good as condition as they were found upon the Lessee taking possession of the Premises; except for ordinary wear and tear, reduction of the Premises by condemnation or damage by fire, destruction or other casualties or causes beyond Lessee's control. Lessee shall deliver to Lessor or its Agent all keys to the Premises and remove all its personal property, and make such necessary repairs or reimbursement, pursuant to Paragraphs 17(b) found in this Lease. After Lessee vacating or Lessee abandonment, Lessor may elect to retain or dispose of, in any manner, Lessee alterations and improvements or Lessee's personal property that Lessee does not remove from the Premises before or after the Termination

Date of the Term. Title to any such Lessee alterations or Lessees personal property, that Lessor elects to retain or dispose of after the Term, shall vest to and in the Lessor. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention or disposition of any such alterations or personal property. Lessee is further liable to Lessor for Lessor's expenses and costs for removing and disposing of any Lessee alterations or Lessee personal property, which Lessor does not elect to acquire.

27. **LESSEE WAIVERS:** The failure of Lessor to insist, in any one or more instances, to strict performance by Lessee as to any Lease covenants shall, not be construed as a waiver by Lessor or relinquishment, in the future, of such covenants, but the same shall continue and remain in full force and effect.

28. **EXCULPATION:** The term "Lessor" as used in this Lease means only the owner, for the time being or at the time of Lease execution by Lessee, of the building in which the Premises are located. Lessor shall be liable for the performance of its obligations hereunder only to the extent of Lessor's assets as they pertain to the Premises.

29. **SUCCESSORS AND ASSIGNS:** All the terms, covenants and agreements of this Lease shall extend to and be binding upon the Lessor and be binding upon the Lessee and its respective heirs, administrators, executors, successors, assignees, sublessees, concessionaires, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

30. **NOTICES:** Any notice herein provided for to be given to Lessor shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to:

LESSOR'S NOTICE ADDRESS:
City of Norfolk
Attn: Director, Department of General Services
232 East Main Street
Suite 250
Norfolk, Virginia 23510
With copy to :
Sabrina Joy-Hogg
Deputy City Manager
11th Floor – City Hall
810 Union Street
Norfolk, Virginia 23510

LESSEE'S NOTICE ADDRESS:
Mr. Alphonso Albert, Executive Director
Garden of Hope, Inc.
1317 East Brambleton Avenue
Norfolk, Virginia 23504

Any notice herein provided for to be given to Lessee shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid. Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

31. **LEASEHOLD TAXES:** Lessee will be responsible for the payment of all leasehold taxes if any levied on Premises.

32. **OPTION:** Providing Lessee is not in default at any time during the term of this Lease, Lessee must notify Lessor, in writing, no less than ninety (90) days prior to the expiration of the original Lease term if it wishes to negotiate a new lease.

36. **EARLY TERMINATION RIGHT:**
Lessor and Lessee shall have the right to terminate the lease at any time with sixty (60) days prior written notice.

34. **AMERICANS WITH DISABILITIES ACT:** In the event that any federal, state, or local government authority (the "Applicable Authority") with jurisdiction determines that the exterior and interior of the Prmises is not in compliance with the Americans with Disabilities Act of 1990 (the "ADA"), Lessor, at its sole cost, agrees to take such remedial action as is required by the Applicable Authority pursuant to the ADA to correct or remedied such noncompliance. Alternatively, if in Lessor's judgment the remedial or corrective measures proposed by the Applicable Authority do not have to be performed in order for Lessor to be in compliance with the ADA, Lessor may contest, at its sole cost, such matter in lieu of performing the remedial action. However, upon final judgment being entered against Lessor in a court of competent jurisdiction with regard to ADA requirements, Lessor agrees to take such remedial actions, at its sole cost, as ordered by such court.

35. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Original Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this original Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

36. **SEVERABILITY:** In the event that any provision herein is unlawful, or otherwise unenforceable, it shall be severed and deemed null and void ab initio and shall not impair the validity of the remaining provisions of this Lease.

IN WITNESS WHEREOF, the parties have caused this lease agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

_____

Marcus D. Jones, City Manager

Attest:

_____

City Clerk Date

GARDEN OF HOPE, INC.

_____

Alphonso Albert, Executive Director

APPROVED AS TO CONTENTS:

_____

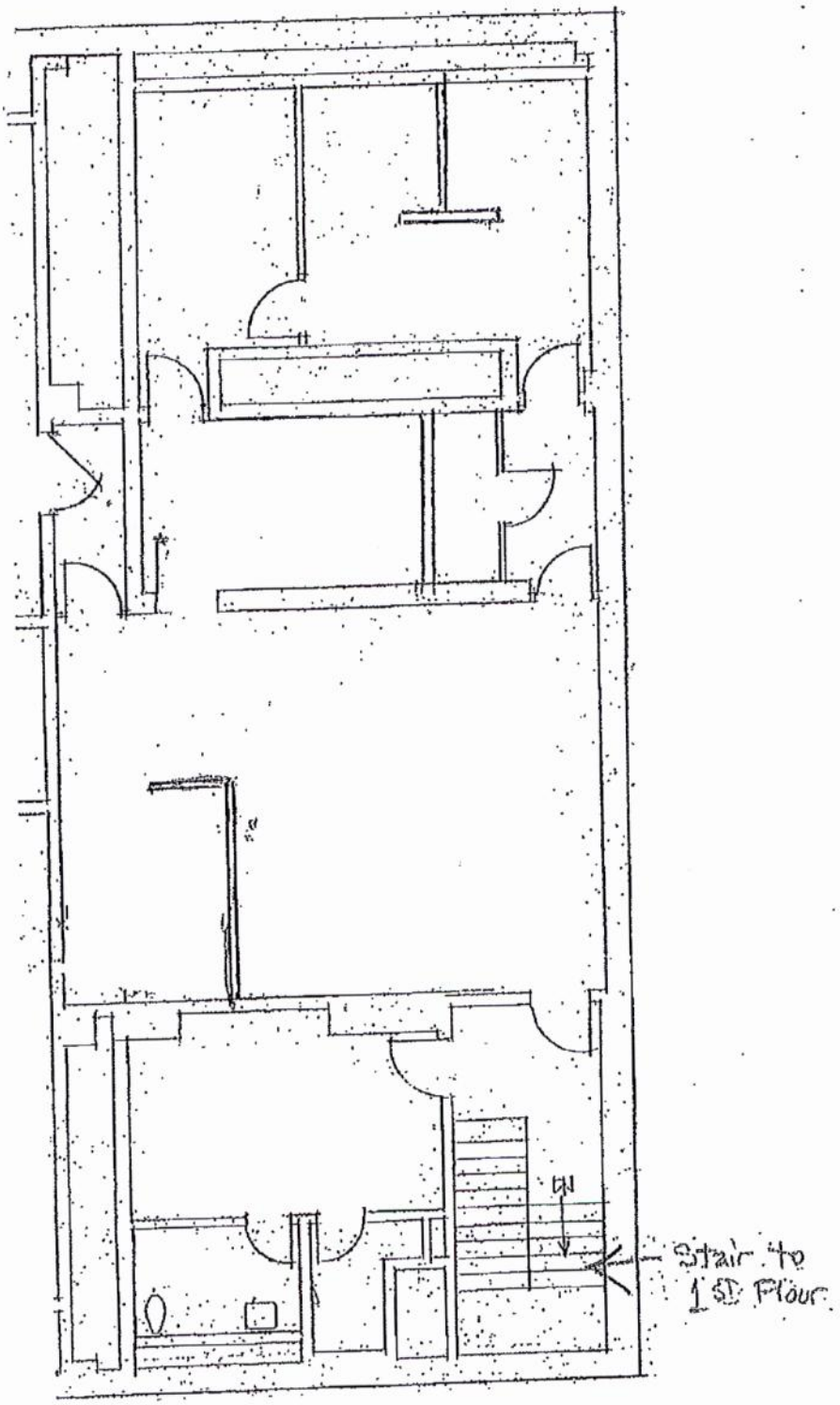
David S. Freeman, AICP
Director of Department of General Services

APPROVED AS TO FORM AND CORRECTNESS

_____

Deputy City Attorney

Exhibit A



C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Charles E. Rigney, Sr., Director
Department of Development

Subject: Young Terrace & Diggs Town Communities- NRHA Renovations

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-1**

I. **Recommendation:** Approve Resolution

II. **Applicant:** Norfolk Redevelopment and Housing Authority

III. **Description:**
This agenda item is a resolution to approve the formation of legal entities by the Norfolk Redevelopment and Housing Authority ("NRHA") to facilitate the renovation of the communities known as Young Terrace and Diggs Town (collectively, the "Communities").

IV. **Analysis:**
NRHA has determined it is appropriate to renovate, modernize and improve the Communities. The formation by NRHA of limited liability companies, limited partnerships and other entities may be necessary to facilitate its participation in one or more transactions using low-income housing tax credits.

V. **Financial Impact**
N/A

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and resolution have been coordinated with the Department of Development and the City Attorney's Office.

Supporting Material from the Department of Development:

- Ordinance

02/17/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

RESOLUTION

R-1

RESOLUTION APPROVING THE FORMATION OF LEGAL ENTITIES BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY TO FACILITATE THE RENOVATION OF THE YOUNG TERRACE AND DIGGS TOWN COMMUNITIES

- - -

WHEREAS, the Board of Commissioners of the Norfolk Redevelopment and Housing Authority (the "Authority") has determined that it is appropriate to renovate, modernize and improve the communities known a Young Terrace and Diggs Town (collectively, the "Communities") located in Norfolk, Virginia, and to convert the Communities from Low Income Public Housing ("LIPH") to Project Based Section 8 Vouchers through the Rental Assistance Demonstration ("RAD") initiative (collectively hereinafter referred to as the "Project"); and

WHEREAS, the Project may be implemented in several phases; and

WHEREAS, the Authority intends to use low-income housing tax credits to help finance one or more phases of the Project; and

WHEREAS, the participation of the Authority in transactions using low-income housing tax credits to support the Project necessitates the creation of such limited liability companies, limited partnerships and other entities as may be desirable to

facilitate the use of low-income housing tax credits under Section 42 of the Internal Revenue Code, as amended; and

WHEREAS, pursuant to subsection 12 of Section 36-19 of the Virginia Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended (the "Act"), the Authority is authorized to form corporations, partnerships, joint ventures, trusts, or any other legal entity or combination thereof, with the approval of the local governing body; and

WHEREAS, on December 10, 2015, the Board of Commissioners of the Authority adopted a Resolution authorizing the formation of such limited liability companies, limited partnerships and other entities as may be necessary to facilitate the participation of the Authority in one or more transactions using low income housing tax credits for the Project, subject to the approval of the Council of the City of Norfolk (the "City Council"); and

WHEREAS, the City Manager of the City of Norfolk has recommended that the City Council approve the creation of such entities and the participation of the Authority therein;

BE IT RESOLVED by the Council of the City of Norfolk that:

Section 1:- The formation by the Authority of such limited liability companies, limited partnerships and other entities as may be necessary to facilitate the participation of the Authority in one or more transactions using low-income housing tax credits for the Project is hereby authorized and approved.

Section 2:- That this resolution shall be in effect from and after its adoption.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: George M. Homewood, FAICP, CFM, Planning Director

Subject: **Pedestrian Commercial Overlay (PCO) Development Certificate waiver to erect a new sign structure within the Pedestrian Commercial Overlay District (PCO-21st) larger than what is currently permitted within the standards of the PCO-21st district at 222 W. 21st Street – 21st Street Pavilion Shops**

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-2

I. **Staff Recommendation: Denial**.

II. **Commission Action:** By a vote of **5 to 1**, the Planning Commission recommends **Denial.**
- Majority voted for denial based on the concerns that no effort had occurred to reduce the degree of nonconformity and that certain sites have larger signage than others outside of the rules of the PCO. The majority preferred that if larger signs were desired by GBA and others, that the PCO rules be amended to allow for them.
- Minority voted for approval based on the support of the Ghent Business Association and because the proposed sign would not be larger than the existing sign.

III. **Request: PCO-21st Street Development Certificate waiver**

IV. **Applicant: 21st Street Pavilion Shops**

V. **Description:**
- The site is located along the north side of W. 21st Street within The 21st Street Pavilion Shops, which is midblock between Llewellyn Avenue and Omohundro Avenue.
- A Development Certificate is required for any development or substantial renovation within the PCO, this includes the partial reconstruction of a sign.
  - The existing sign was constructed prior to the adoption of the PCO-21st Street requirements and does not conform to the size or height requirements.
  - In the case of nonconforming signs, the expectation is that normal wear and tear will lead to replacement or substantial renovation as is the case here.
  - When that occurs, the nonconforming elements should be brought into conformance – entirely whenever possible, but at least to some extent when full conformity cannot be reasonably achieved.

- In this case, no effort has been made to reduce the degree of nonconformity.

VI. Historic Resources Impacts

The site is not located within a federal, state, or local historic district.

Staff point of contact: Matthew Simons at 664-4750, matthew.simons@norfolk.gov

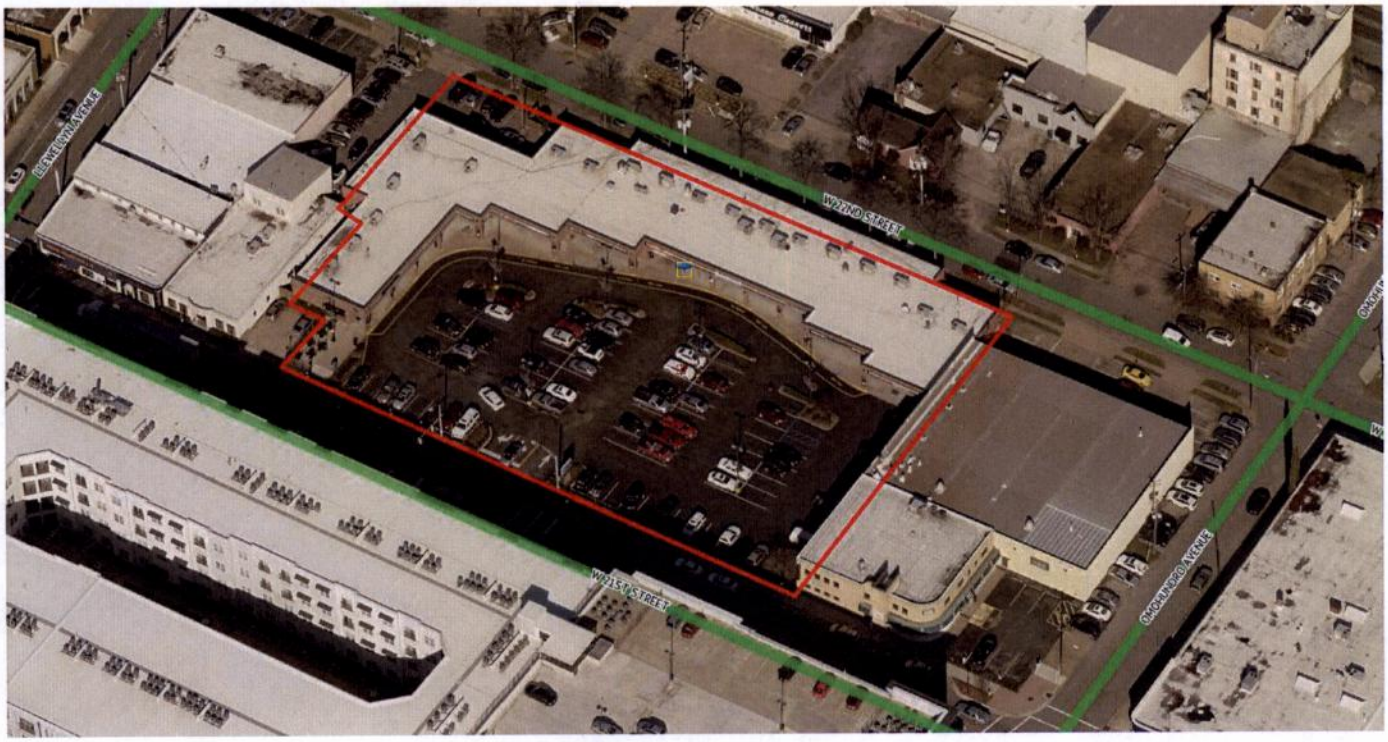
Attachments:

- Proponents and Opponents
- Staff Report to CPC dated June 23, 2016 with attachments
- Letter of support – Ghent Business Association
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

City Planning Commission: June 23, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Staff: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. D-1	
Address	**222 West 21st Street**	
Applicant	**21st Street Pavilion Shops**	
Request	**Development Certificate**	**New sign structure within the Pedestrian Commercial Overlay District (PCO-21st)**
Property Owner	Twenty-First St Development, LLC	
Site Characteristics	Site/Building Area	71,142 sq. ft./23,427 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial) & PCO-21st districts
	Neighborhood	Ghent
	Character District	Traditional
Surrounding Area	North	I-1 (Limited Industrial): Albano Cleaners
	East	C-2 & PCO-21st: S. Ray Barrett Cleaners
	South	C-2 & PCO-21st: 201 Twenty-One apartments with ground floor retail
	West	C-2 & PCO-21st: Dog and Cat Hospital



A. Summary of Request

- The site is located along the north side of W. 21st Street within The 21st Street Pavilion Shops, which is midblock between Llewellyn Avenue and Omohundro Avenue.
- The proposal is for a PCO Development Certificate for a new sign.
  - The new sign would replace an existing monument sign on the site.

B. Plan Consistency

- Within the Creating and Maintaining Healthy and Vibrant Neighborhoods chapter of *plaNorfolk2030*, one of the goals applicable to this area reiterates the purpose statement of the PCO:
  - *PCO zoning districts encourage the location of specialty retail, entertainment, and restaurant uses in concentrations and to a scale that encourages pedestrian movement.*
- A freestanding sign at the size and height proposed is not within a scale that encourages pedestrian movement, but instead it functions on an automobile-oriented scale, more appropriate for corridors with automobile traffic traveling at higher speeds.
- Thus the sign as proposed is not consistent with the PCO purpose statement nor with *plaNorfolk2030*.

C. Zoning Analysis

i. <u>General</u>

- A Development Certificate is required for any development or substantial renovation within the PCO, this includes the partial reconstruction of a sign.
  - The existing sign was constructed prior to the adoption of the PCO-21st Street requirements and does not conform to the size or height requirements.
  - Monument signs are permitted in the 21st Street PCO with a maximum square footage of 32 square feet and a maximum height of six feet.
  - The existing sign is 58 square feet and 13.5 feet tall and is nonconforming.
  - The applicant proposes to replace the actual sign portion with one that also has 58 square feet, and would perpetuate the nonconformity.
  - The base of the sign would remain unchanged, keeping the overall height at 13.5 feet tall, which is also perpetuating the nonconformity.
- As a general principle of planning and zoning, nonconforming uses and structures are expected to diminish or be abated over time as attrition, reconstruction and maintenance occurs.
  - In the case of nonconforming signs, the expectation is that normal wear and tear will lead to replacement or substantial renovation as is the case here.
  - When that occurs, the nonconforming elements should be brought into conformance – entirely whenever possible, but at least to some extent when full conformity cannot be reasonably achieved.
  - In this case, no effort has been made to reduce the degree of nonconformity.

ii. Parking
N/A

iii. Flood Zone
N/A

D. Transportation Impacts
N/A

E. Historic Resources Impacts
The site is not located within a federal, state, or local historic district.

F. Public Schools Impacts
N/A

G. Environmental Impacts
None

H. AICUZ Impacts
None

I. Surrounding Area/Site Impacts
Given that the Pavilion Shops are located in a portion of the PCO that has undergone substantial pedestrian-oriented changes since the shopping center was originally developed, granting the development certificate waiver will have a negative effect on the surrounding area, which has evolved into a public realm within a pedestrian scale.

J. Payment of Taxes
The owner of the property is current on all real estate taxes.

K. Civic League
- Notice was sent to the Ghent Neighborhood League and Ghent Business Association on May 5.
- A Letter of support was received from the Ghent Business Association.

L. Recommendation
- Staff recommends **denial** of the PCO Development Certificate waiver, since the proposal is not in conformity with the PCO-21st Street requirements and no effort has been made to bring the sign into conformance with regards to either square footage or height.
- Should the PCO Development Certificate waiver be approved, staff recommends that the approval be subject to the following condition:

PCO-21st Street Development Certificate

(a) The sign shall be generally designed in accordance with the attachment prepared by Cardinal Sign Corp., dated March 31, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the City to be made during the building permit plan review process.

Attachments

Location Map
Zoning Map
Application
Notice to the Ghent Neighborhood League and Ghent Business Association
Letter of support from the Ghent Business Association

Proponents and Opponents

Proponents

Richard Levin – Applicant/Property Owner
610 Pembroke Avenue
Norfolk, VA 23507

Norma Dorey – Applicant/Property Owner
710 W. 21st Street
Norfolk, VA 23517

Opponents

None

05/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A PEDESTRIAN COMMERCIAL OVERLAY DISTRICT DEVELOPMENT CERTIFICATE TO PERMIT THE RENOVATION OF AN EXISTING, NONCONFORMING SIGN ON PROPERTY LOCATED AT 222 WEST 21 STREET.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1: - That a Pedestrian Commercial Overlay District (PCO) Development Certificate is hereby granted to permit the renovation of an existing, nonconforming sign on property located at 222 West 21st Street. The property to which this PCO Development Certificate applies is more fully described as follows:

> Property fronts 300 feet, more or less, along the northern line of East 21st Street beginning 125 feet, more or less, from the western line of Omohundro Avenue and extending westwardly; property also fronts 335 feet, more or less, along the southern line of West 22nd Street; premises now or formally known as the "21st Street Pavilion Shops" and numbered 222 West 21st Street.

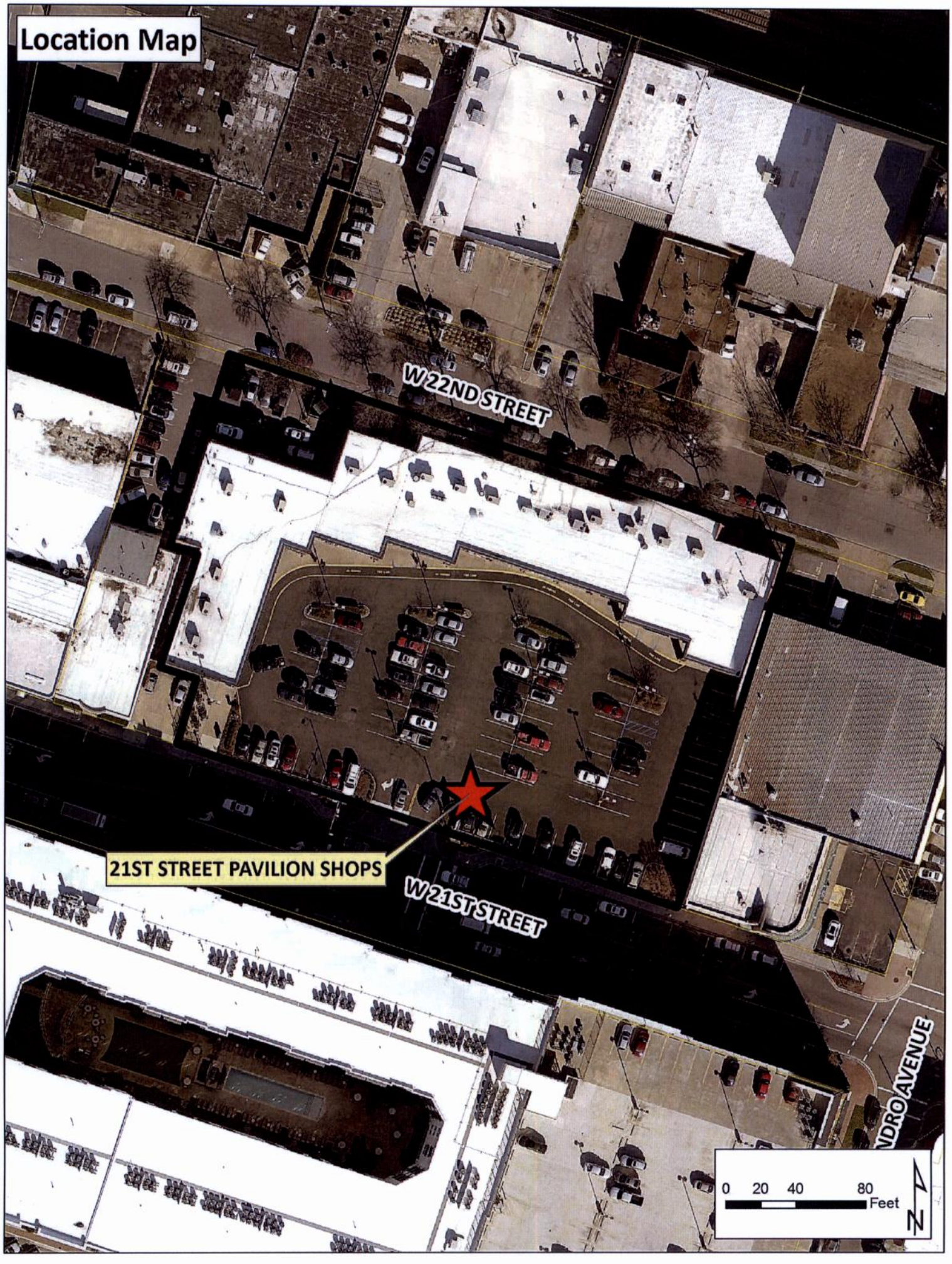
Section 2:- That the PCO Development Certificate granted hereby shall be subject to the following condition:

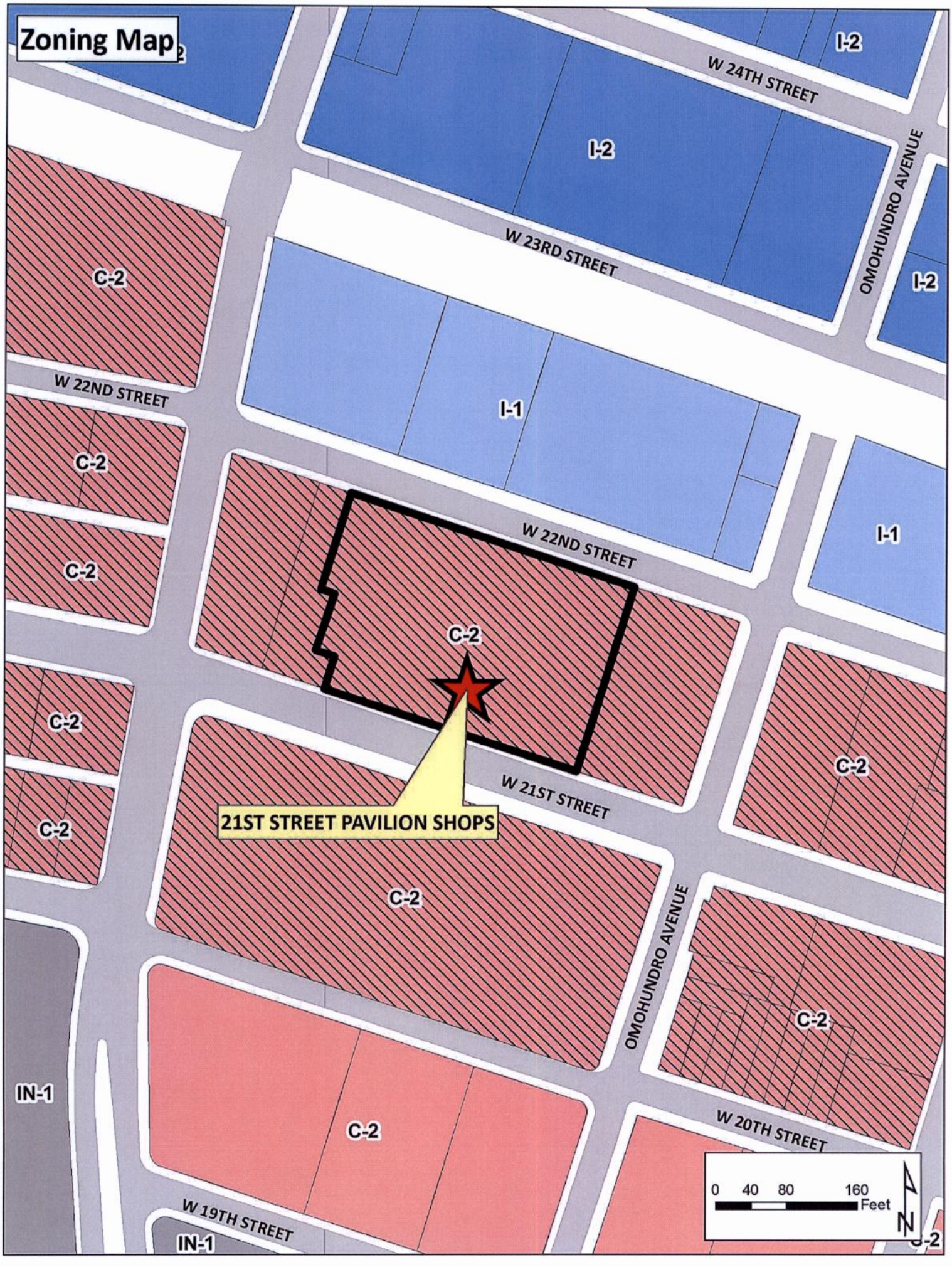
(a) Any subsequent changes made to the project, as described in the staff report and as approved through this development certificate process, shall be reviewed as an amendment to the development certificate.

Section 3:- That the Council expressly finds that waivers from the requirements of § 11-21.3(h) of the Zoning Ordinance of the City of Norfolk, 1992, (as amended) regarding development standards for signs are appropriate because the application submitted, while not strictly in accord with certain general regulations, meets public purposes, is not contrary to planning principals contained in the adopted Downtown Norfolk Plan or general plan and provides public protection to an equivalent or

greater degree, and because, in the particular circumstances of the case, strict application of these regulations is not necessary for the accomplishment of public purposes or the provision of public protection at this time or in the future; wherefore such waivers are hereby granted.

Section 4:- That this ordinance shall be in effect from the date of its adoption.


Location Map
W 22ND STREET
21ST STREET PAVILION SHOPS
W 21ST STREET
NDRO AVENUE
0 20 40 80
Feet
N


Zoning Map
W 24TH STREET
I-2
I-2
I-2
OMOHUNDRO AVENUE
W 23RD STREET
C-2
W 22ND STREET
I-1
C-2
C-2
I-1
W 22ND STREET
C-2
C-2
C-2
21ST STREET PAVILION SHOPS
W 21ST STREET
C-2
C-2
C-2
OMOHUNDRO AVENUE
IN-1
C-2
W 20TH STREET
W 19TH STREET
IN-1
0 40 80 160 Feet
N

APPLICATION
Pedestrian Commercial Overlay Development Certificate

Date of application: 5-4-16

DESCRIPTION OF PROPERTY

Proposed Location of Property: Street Number) 222 (Street Name) 21ST

Zoning Classification: C-2/PCO-21st Street

Existing Use of Property: Shopping Center w/freestanding sign

Current Building Square Footage N/A

Proposed Use New freestanding sign

Trade Name of Business (If applicable) Twenty-First St Pavilion Shops

APPLICANT/ PROPERTY OWNER

1. Name of applicant: (Last) Dorey (First) Norma (MI) J

Mailing address of applicant (Street/P.O. Box): 710 W 21ST

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of applicant (757) 289-5191 Fax (757) 622-3748

E-mail address of applicant: NJDorey@Aol.com

2. Name of property owner:(Last) Levin (First) Richard (MI)

Mailing address of property owner (Street/P.O. box):

(City) Norfolk (State) VA (Zip Code) 23517

Daytime telephone number of owner (757) 630-2547 Fax number ( )

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised December, 2014)

REQUIRED ATTACHMENTS

- Check for **$5** made payable to Treasurer, City of Norfolk,
- **If waivers are requested**, additional analysis will be needed; which will require an additional fee of **$100**.
- Description and details of proposal.
- Two 8½ x 14 inch copies of a survey or site plan drawn to scale showing:
  - ▪Existing and proposed building structures
  - ▪Driveways
  - ▪Parking
  - ▪Landscaping
  - ▪Physical and architectural relationships to surrounding development
  - ▪Location, access, and egress, and site design of parking serving the principal use(s)
  - ▪Pedestrian circulation on and near the site, including pedestrian connections between the designated parking and principal use(s)
  - ▪Location and character and continuity of any open space and landscaping on the site.
  - ▪Location and dimensions of onsite signage
  - ▪Please provide the names and addresses of all professional consultants advising the applicant in the proposed development

---

CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Richard Levine Norma Dorey **Sign:** Norma Dorey / 5 / 4 · 16
(Property Owner or Authorized Agent Signature) (Date)

Print name: Norma J. Dorey **Sign:** 5 / 4 / 16
(Applicant or Authorized Agent Signature) (Date)

CIVIC LEAGUE INFORMATION

Civic League contact: GBA

Date(s) contacted: _____

Ward/Super Ward Information: _____

CRITERIA FOR REVIEW

Please provide the following information:

(a) Use characteristics of the proposed development, including the types of ground-floor active uses and activity continuity along the street front.

N/A

(b) Location and adequacy of off-street parking and loading provisions, including desirability of bicycle parking.

N/A

(c) Architectural relationships, both formal and functional, of the proposed development of both surrounding buildings and the public right-of-way, including siting, massing, proportion, and scale.

(d) Suitability of signs, landscape, lighting, and other site or building features in relations to the existing or planned public improvements in the district.

Due To the property being set Back from the Street The sign would Enable us (The landlord) To provide more visibility for The Tenants in The Center. We can upgrade To low voltage LED cabinet.

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised December, 2014)

21st Street
Pavilion
LEASING INFORMATION
NOW LEASING
757-321-0411

Os DONUTS
BATTERIES+BULBS
Changes
HAIRSTYLING
BUS
STOP
JIMMY JOHNS
GOURMET SANDWICHES
PAKMAIL
groomingdales
CHINESE
RESTAURANT
21 ST. STREET
PAVILION
222

PROPERTY OF

Cardinal
SIGN CORPORATION

2629 Dean Drive
Virginia Beach, Va. 23452

Phone:
(757) 486-3412

Fax:
(757) 486-7658

E-Mail:
MBALDWIN@
CARDINALSIGN.COM

Client:
21st Street
Pavilion

Sign Location:
710 W 21st St
Norfolk VA

Design No.:
26009-R3c

Designer:
kd

Salesman:
Mike Baldwin

Scale:
3/8"=1'-0"

Date:
3-31-16

Customer Approval:
Signature

Date

OPTION B: NEW D/F SIGN CABINET
- TOP FACE TO BE EMBOSSED
- TENANTS TO BE PANFORMED W/ VINYL GRAPHICS

Simons, Matthew

From: Straley, Matthew
Sent: Thursday, May 05, 2016 10:16 AM
To: 'Emily Birknes'; 'info@ghentva.org'; 'ted@nusbauminsurance.com'
Cc: Simons, Matthew
Subject: new 21st Street PCO Development Certificate application
Attachments: PCO Dev Certificate.pdf

Ms. Birknes and Mr. Enright,

Attached please find the application to grant a development waiver for a 21ST Street Pedestrian Commercial Overlay (PCO-21st Street) development certificate to permit a substantial renovation of an existing, nonconforming sign at the *21st Street Pavilion Shops* located at 222 West 21st Street.

The item is tentatively scheduled for the May 26, 2016 Planning Commission public hearing.

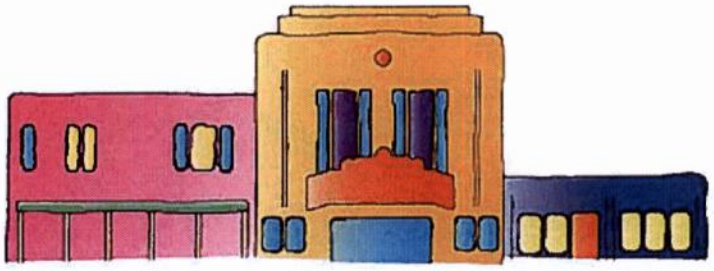
Staff contact: Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov

Thank you.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510
757-664-4769

Connect with us:
www.norfolk.gov



Ghent Business Association

May 24, 2016

City Council
City of Norfolk
City Hall
Norfolk, VA 23510

To whom it may concern,

The GBA would like to express its support for the upgrades proposed for the sign at 21st Street Pavilion (Norma Dorey).

Sincerely,

Ted Enright
Corresponding Secretary
Development Committee Chairman
Ghent Business Association

P.O. Box 11571 • Norfolk, VA 23517

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David L. Ricks, Director of Public Works

Subject: VDOT Urban Maintenance Street Inventory

Reviewed: Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: All

Approved: Marcus D. Jones, City Manager

Item Number: **R-3**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is a resolution to request the Virginia Department of Transportation ("VDOT") to accept certain additional City streets for municipal assistance payment pursuant to Section 33.1-41.1 of the *Code of Virginia*.

IV. **Analysis:**

- General - The City of Norfolk (the "City") receives funding annually from VDOT for street maintenance based on data submitted by the City. In order to request additions in lane mileage eligible for street maintenance payments, localities are required by VDOT to submit their additions to VDOT, including a City Council Resolution. The additions being submitted for this year are based on additional streets platted before 1950 and new streets that meet VDOT criteria.
- Fiscal - This resolution is a periodic request from the City to receive funding from VDOT to provide maintenance on City streets. The adoption of appropriate funds to be received by the state, is expected to be an approximate total of $86,167 in municipal assistance payments.

V. **Financial Impact:**
The added funds from the state for urban street maintenance as a result of the additional 6.27 lane miles of street segments within the City will improve the City's infrastructure and improve quality of life, while increasing the safety of pedestrians and bicyclists.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

	2016 Additional Lane Miles	Payment Rate per Lane Mile	2016 Urban Street Maintenance - Payment Rate
Principal/Minor Arterial Roads	0.90	$19,958	$17,962.20
Collector/Local Streets	5.82	$11,719	$68,204.58
Norfolk Street Additions	6.72		$86,166.78

VI. Environmental:

N/A

VII. Community Outreach/Notification:

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach:

This letter and resolution have been coordinated with the Department of Public Works and City Attorney's office.

Supporting Material from the Department of Public Works:

- Resolution
- Exhibit A - City of Norfolk 2016 Street Addition Summary Map
- Exhibit B - City of Norfolk 2016 Street Addition Detail Maps

6/27/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

Resolution

A RESOLUTION REQUESTING THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ACCEPT CERTAIN ADDITIONAL CITY STREETS FOR MUNICIPAL ASSISTANCE PAYMENTS PURSUANT TO SECTION 33.1-41.1 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.

- - -

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1:- That the Virginia Department of Transportation is hereby requested to accept the streets listed in Exhibits A and B attached hereto for municipal assistance payments pursuant to the provisions of Section 33.1-41.1 of the Code of Virginia, 1950, as amended, and to begin making municipal assistance payments to the City of Norfolk based upon the established rates.

Section 2:- That this resolution shall be in effect from and after its adoption.

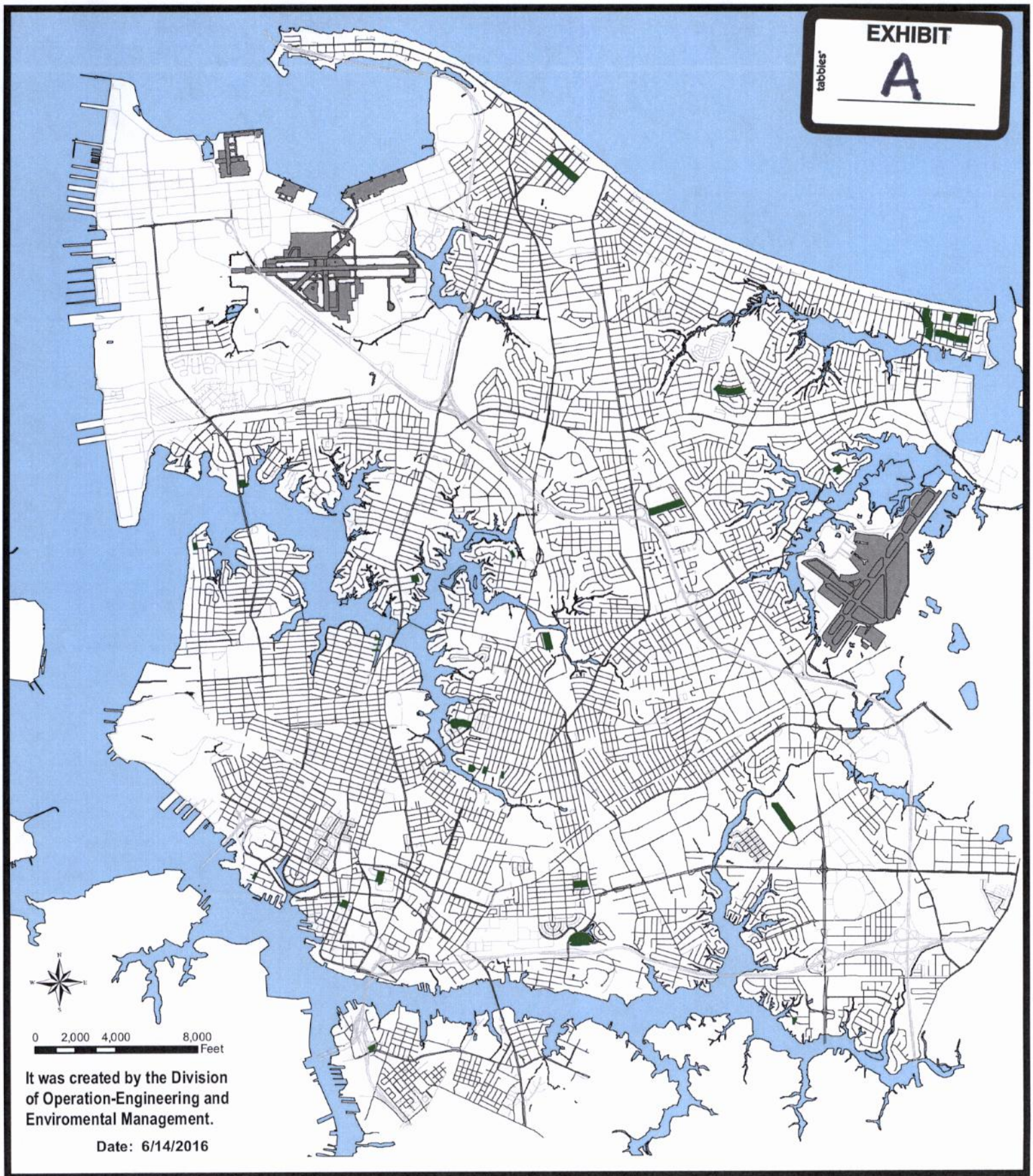
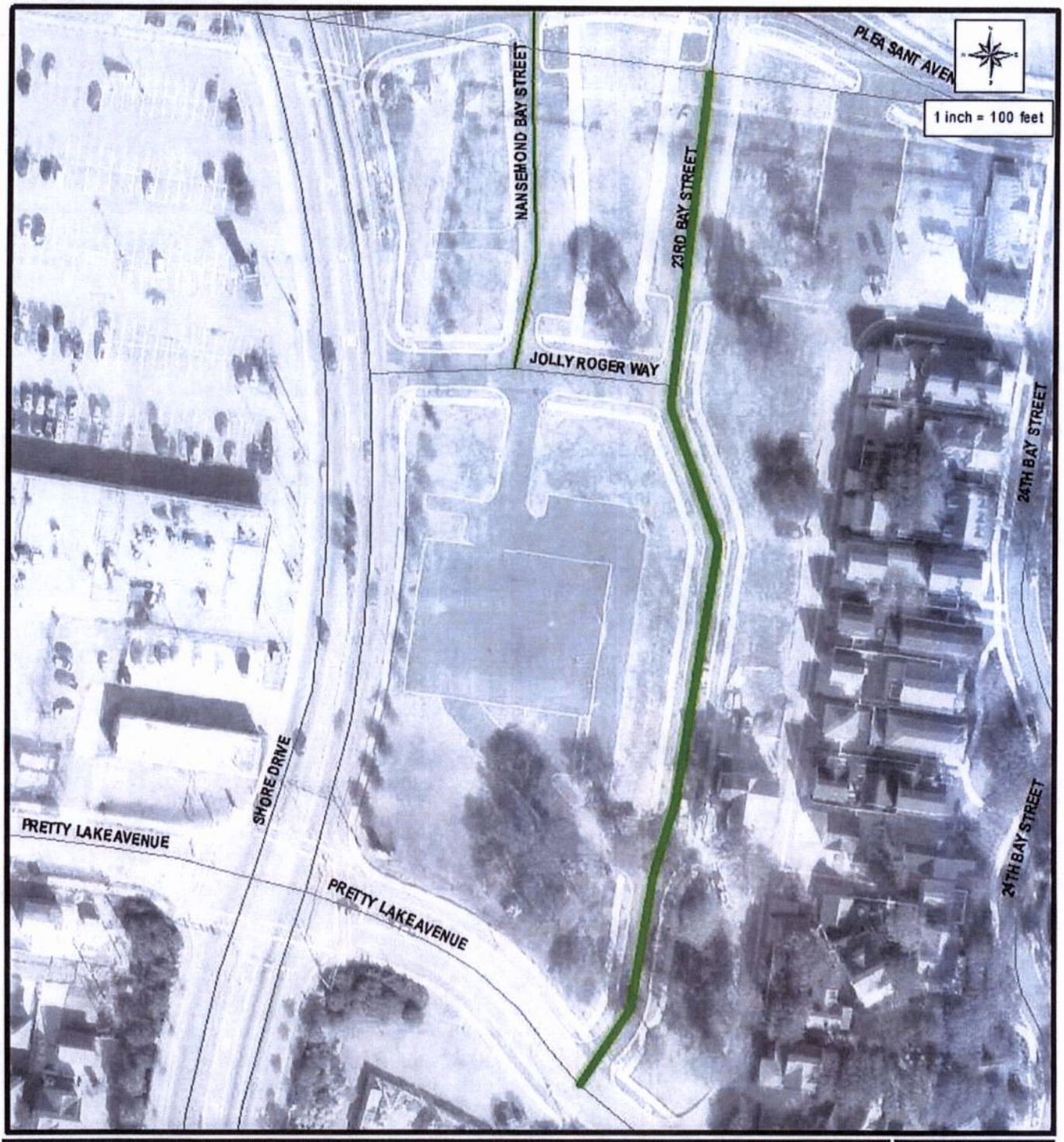


EXHIBIT
tabbies
A
0 2,000 4,000 8,000
Feet
It was created by the Division of Operation-Engineering and Enviromental Management.
Date: 6/14/2016
Legend
U1_2016_Additions
VDOT Streets
Hwy & Private Areas
Airport
Water
Form U1 -- 2016 Additions
THE CITY OF NORFOLK

City of Norfolk 2016 Additions

NORFOLK



Street: 23RD BAY ST (new)

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
JOLLY ROGER WAY	PLEASANT AVENUE	50	24.00	0.057	2	0.11
PRETTY LAKE AVENUE	JOLLY ROGER WAY	45	18.00	0.105	1	0.10
	Total			0.162		0.21

Date: 6/7/2016

EXHIBIT

B

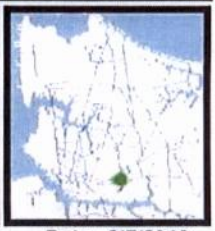
tabbies

City of Norfolk 2016 Additions

NORFOLK
Department of Public Works

Street: BEACHMONT AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
GODFREY AVENUE	WOODLAND AVENUE	50	27.08	0.055	2	0.11
PARISH ROAD	GODFREY AVENUE	50	27.08	0.076	2	0.15
	Total			0.131		0.26



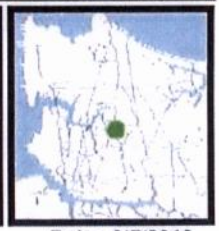
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

Street: BECKNER ST

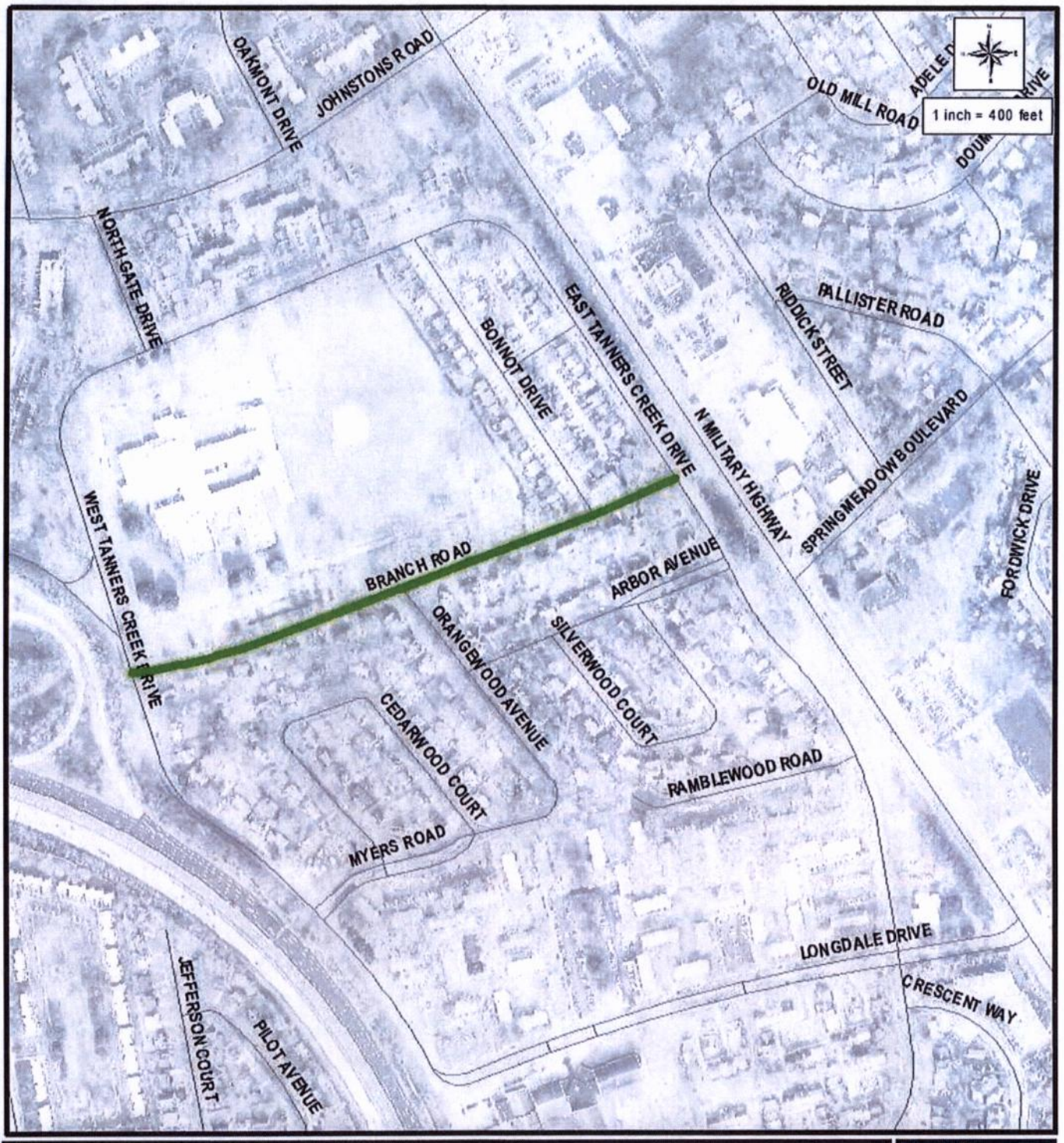
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
SOMME AVENUE	SILBERT ROAD	45	26.70	0.158	2	0.32



Date: 6/7/2016

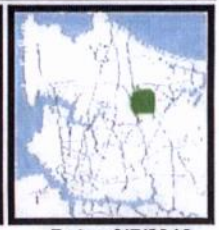
City of Norfolk 2016 Additions

NORFOLK



Street: BRANCH RD

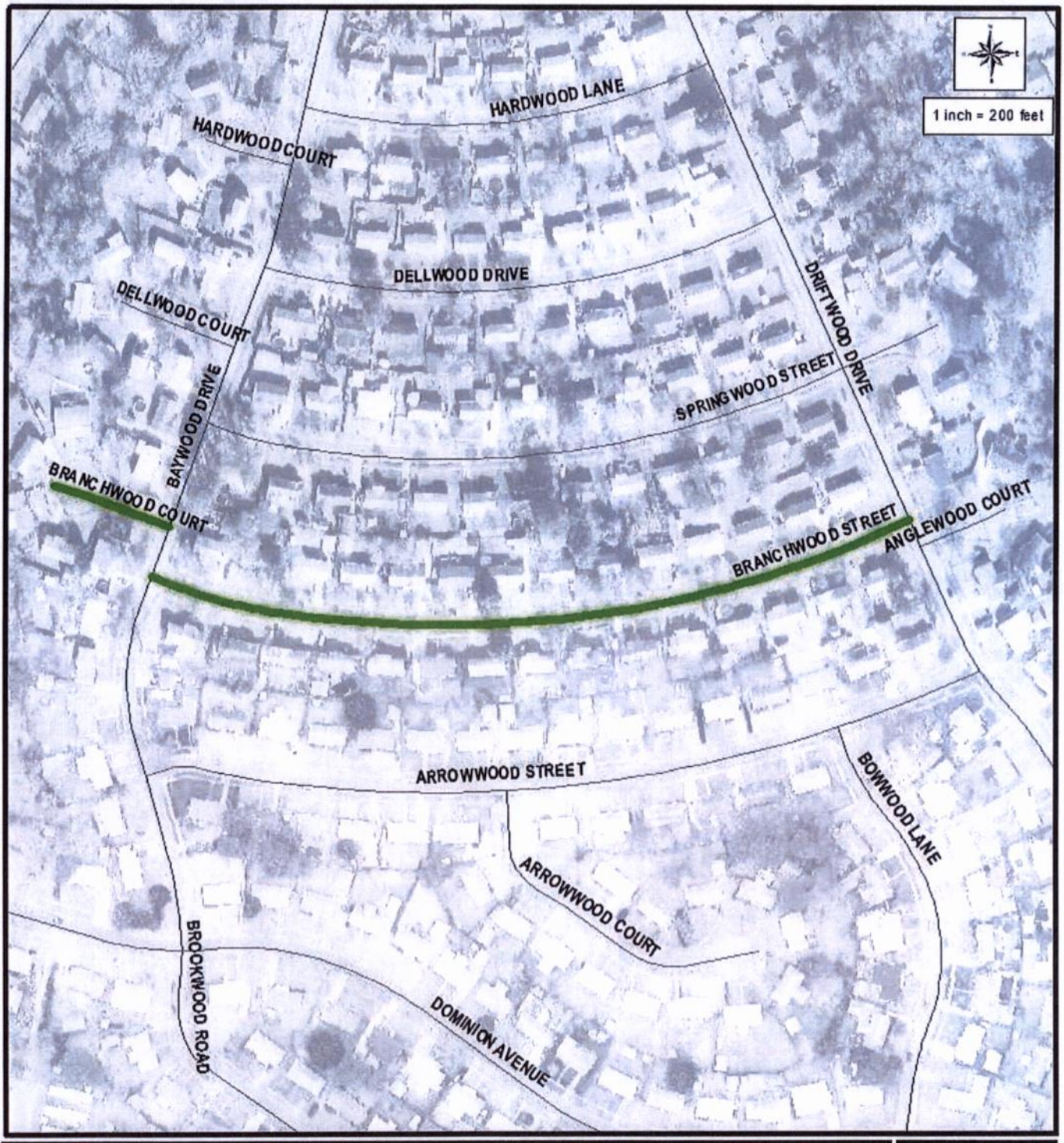
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
WEST TANNERS CREEK DR	ORANGEWOOD AVE	50	31.43	0.164	2	0.33
ORANGEWOOD AVE	BONNOT DRIVE	50	28.68	0.119	2	0.24
BONNOT DRIVE	EAST TANNERS CREEK DR	50	29.70	0.051	2	0.10
	Total			0.333		0.67



Date: 6/7/2016

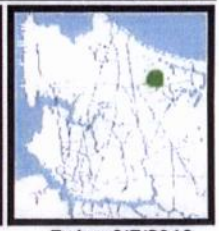
City of Norfolk 2016 Additions

NORFOLK



Street: BRANCHWOOD ST & CT

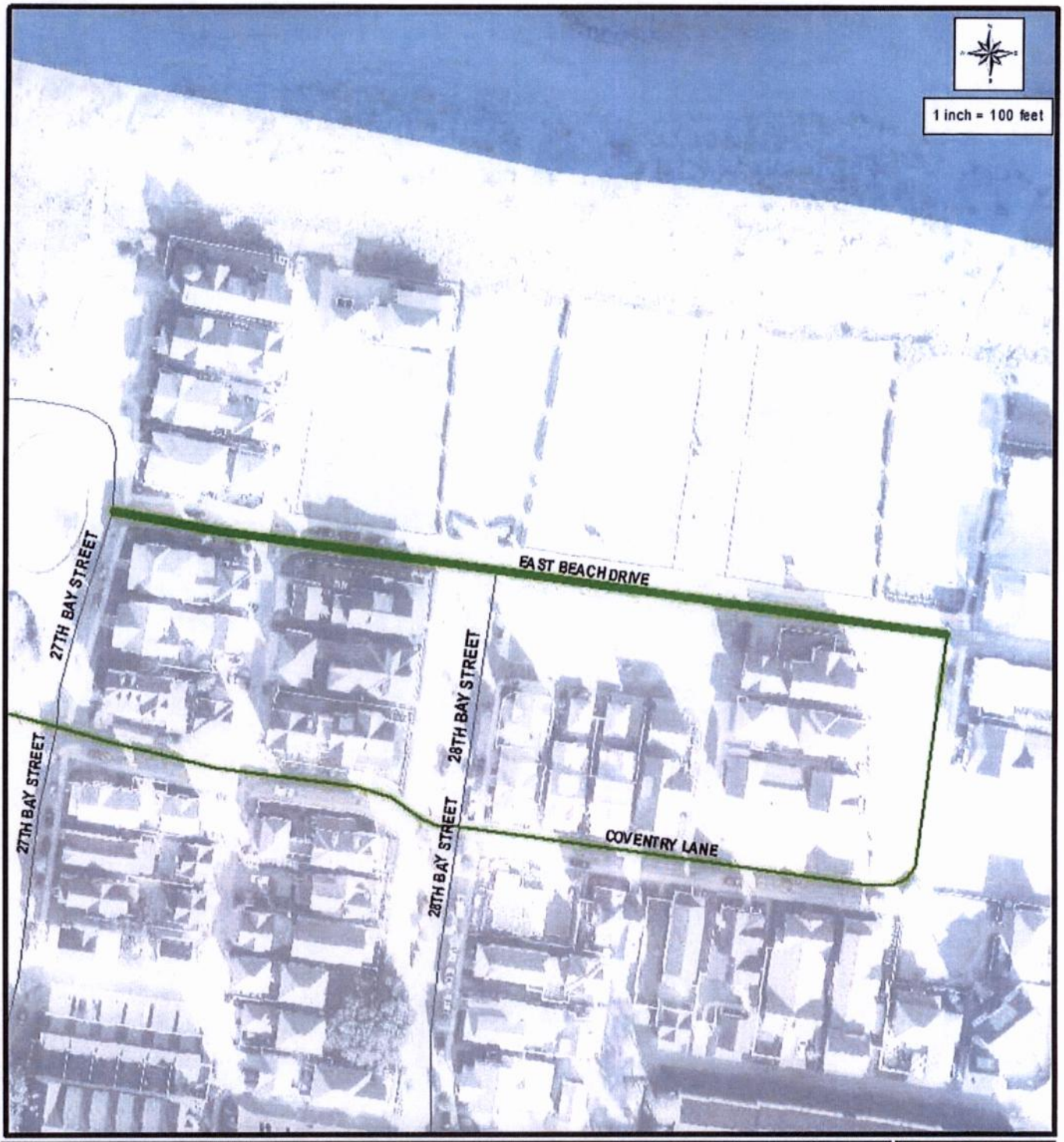
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
DEAD END	BAYWOOD DRIVE	50	40.84	0.036	2	0.07
BAYWOOD DRIVE	DRIFTWOOD DRIVE	50	24.34	0.224	2	0.45
	Total			0.260		0.52



Date: 6/7/2016

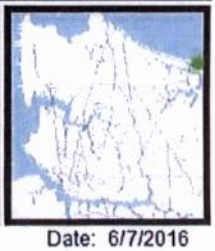
City of Norfolk 2016 Additions

NORFOLK
Department of Public Works



Street: EAST BEACH DR

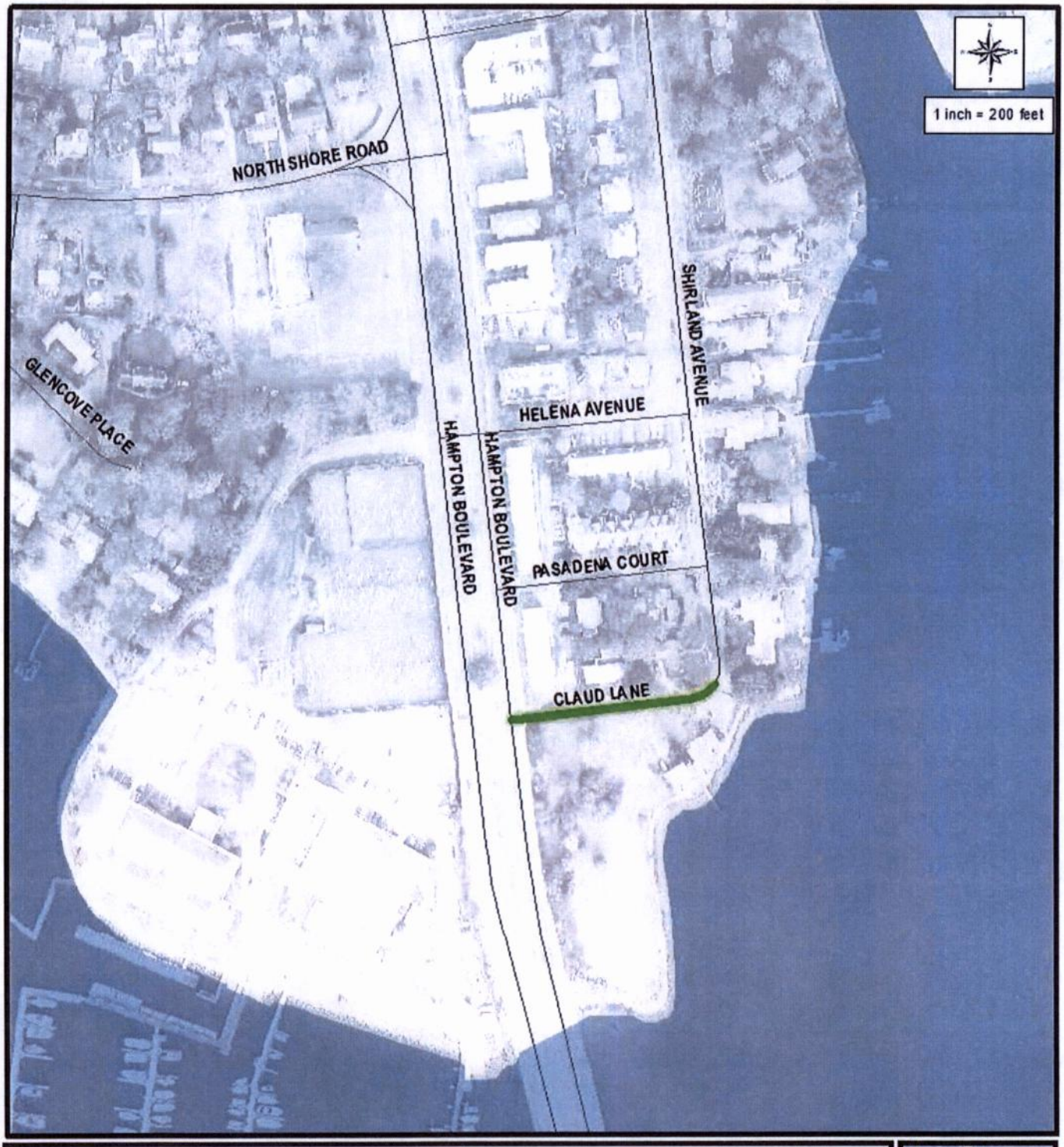
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
27TH BAY STREET	28TH BAY STREET	30	12.33	0.056	1	0.06
28TH BAY STREET	COVENTRY LANE	30	12.33	0.065	1	0.07
	Total			0.121		0.12



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK



Street: CLAUD LANE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
HAMPTON BLVD	SHIRLAND AVE	20	11.93	0.060	1	0.06

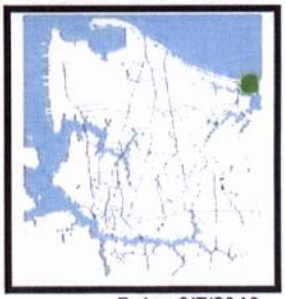
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

Street: COVENTRY LN

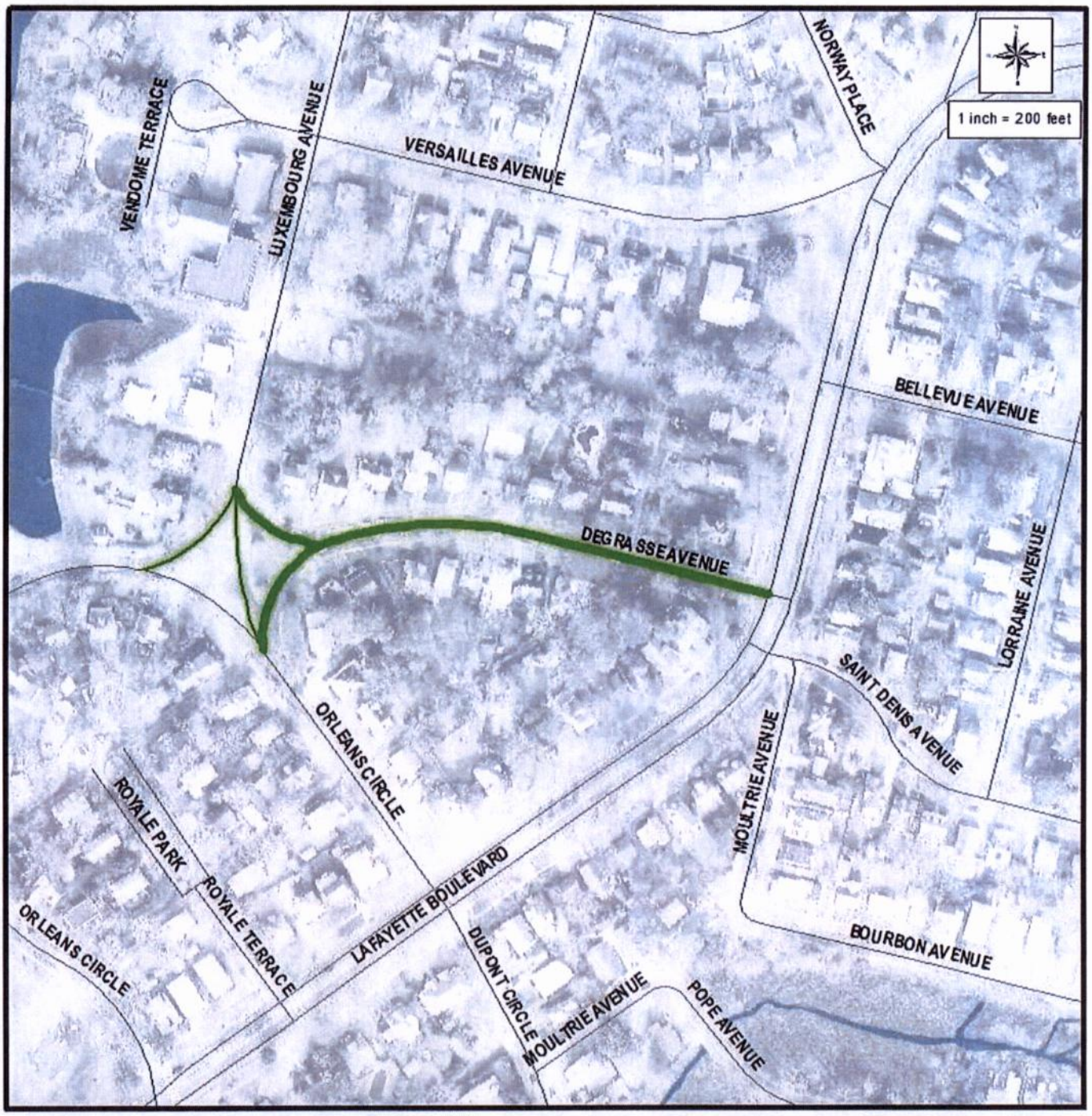
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
27TH BAY STREET	28TH BAY STREET	30	11.84	0.061	1	0.06
27TH BAY STREET	27TH BAY STREET	30	14.28	0.014	1	0.01
28TH BAY STREET	COVENTRY LANE	30	12.00	0.065	1	0.07
COVENTRY LANE	EAST BEACH DRIVE	30	12.00	0.036	1	0.04
	Total			0.176		0.18



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK



Street: DEGRASSE AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
LUXEMBOURG AVE	DEGRASSE AVE		13.00	0.030	1	0.03
PUBLIC ALLEY ST	PUBLIC ALLEY ST	50	27.38	0.079	2	0.16
PUBLIC ALLEY ST	LAFAYETTE BLVD	50	27.38	0.039	2	0.08
ORLEANS CIR	DEGRASSE AVE SPLIT		13.00	0.035	1	0.03
DEGRASSE AVE SPLIT	PUBLIC ALLEY ST	50	27.38	0.011	2	0.02
	Total			0.194		0.32

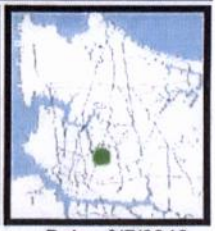
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK
Department of Public Works

Street: FEARER AVE

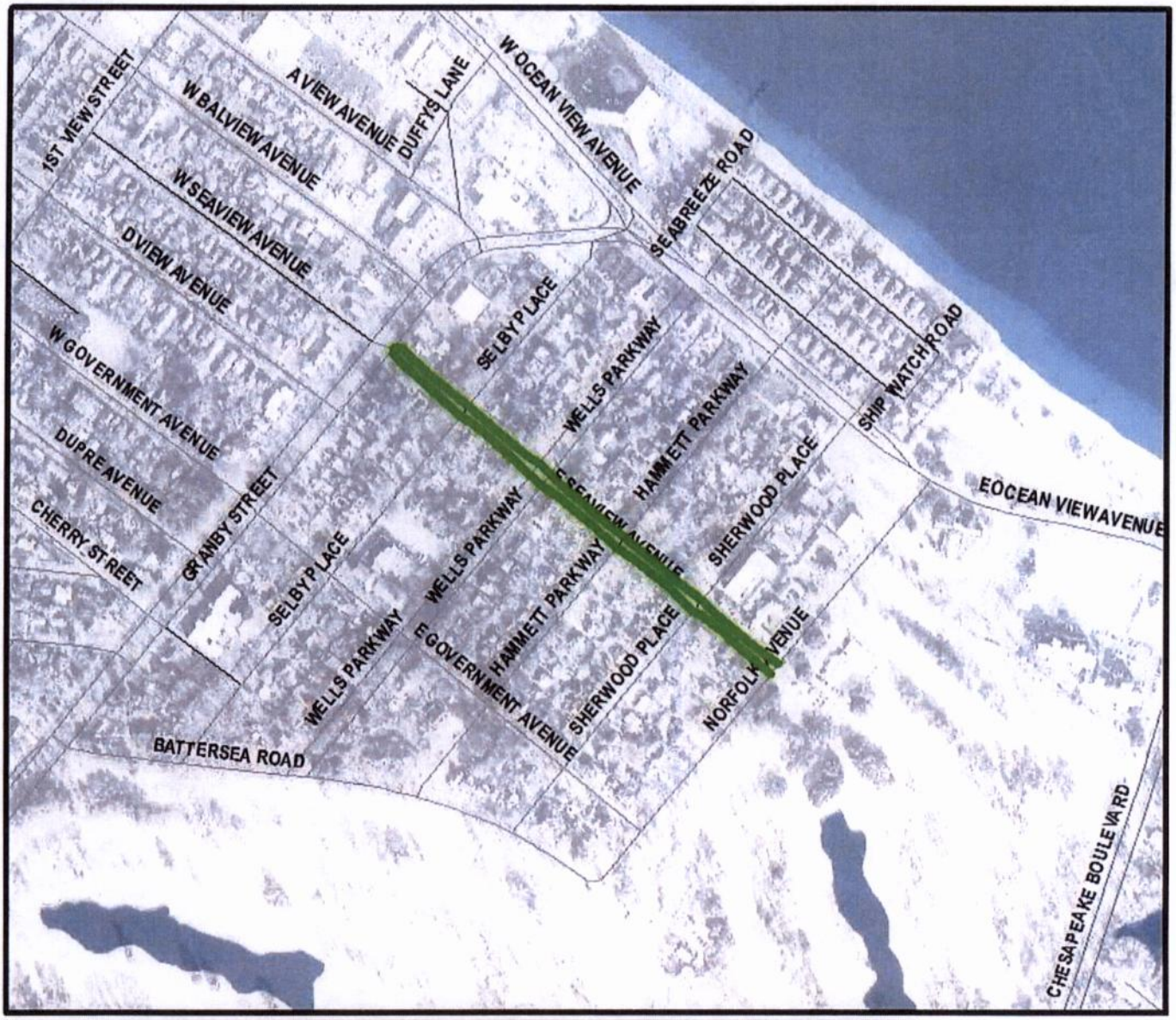
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
BAPAUME AVENUE	PERONNE AVENUE		22.00	0.022	2	0.04
DEAD END	SOMME AVENUE		20.00	0.036	2	0.07
	Total			0.058		0.12



Date: 6/7/2016

City of Norfolk 2016 Additions

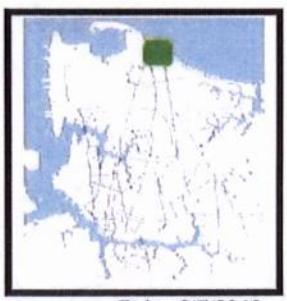
NORFOLK



Street: E SEAVIEW AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
NORFOLK AVENUE	SHERWOOD PLACE	80	18.00	0.065	1	0.07
HAMMETT PARKWA	WELLS PARKWAY	80	18.28	0.063	1	0.06
SHERWOOD PLACE	HAMMETT PARKWA	80	18.12	0.065	1	0.06
SELBY PLACE	GRANBY STREET	80	16.54	0.063	1	0.06
SELBY PLACE	WELLS PARKWAY	80	16.54	0.059	1	0.06
WELLS PARKWAY	WELLS PARKWAY		40.31	0.010	1	0.01
HAMMETT PARKWA	SHERWOOD PLACE	80	17.26	0.065	1	0.06
WELLS PARKWAY	SELBY PLACE	80	22.66	0.059	1	0.06
WELLS PARKWAY	HAMMETT PARKWA	80	18.00	0.063	1	0.06
GRANBY STREET	SELBY PLACE	80	17.92	0.064	1	0.06
WELLS PARKWAY	WELLS PARKWAY		39.85	0.010	1	0.01
SHERWOOD PLACE	NORFOLK AVENUE	80	16.57	0.065	1	0.07
	Total			0.651		0.65

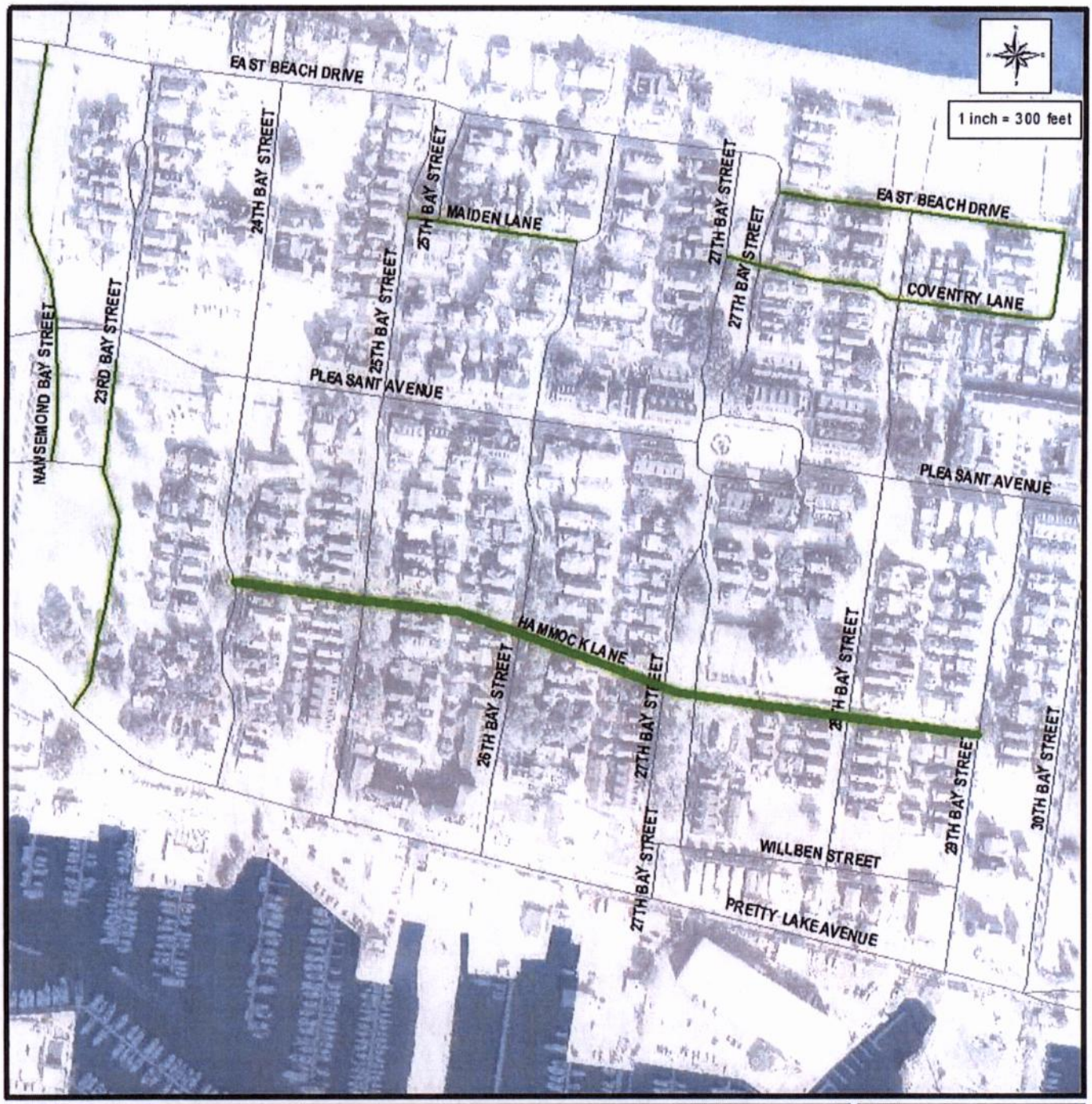
1 inch = 500 feet



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK



Street: HAMMOCK LN

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
25TH BAY STREET	26TH BAY STREET	38	17.54	0.068	1	0.07
26TH BAY STREET	27TH BAY STREET	38	16.97	0.065	1	0.06
27TH BAY STREET	27TH BAY STREET	38	18.58	0.014	1	0.01
28TH BAY STREET	29TH BAY STREET	38	18.58	0.055	1	0.06
27TH BAY STREET	28TH BAY STREET	38	18.58	0.065	1	0.06
24TH BAY STREET	25TH BAY STREET	38	18.54	0.055	1	0.06
	Total			0.321		0.32

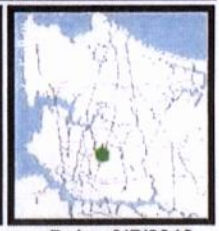
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

Street: JASON AVENUE

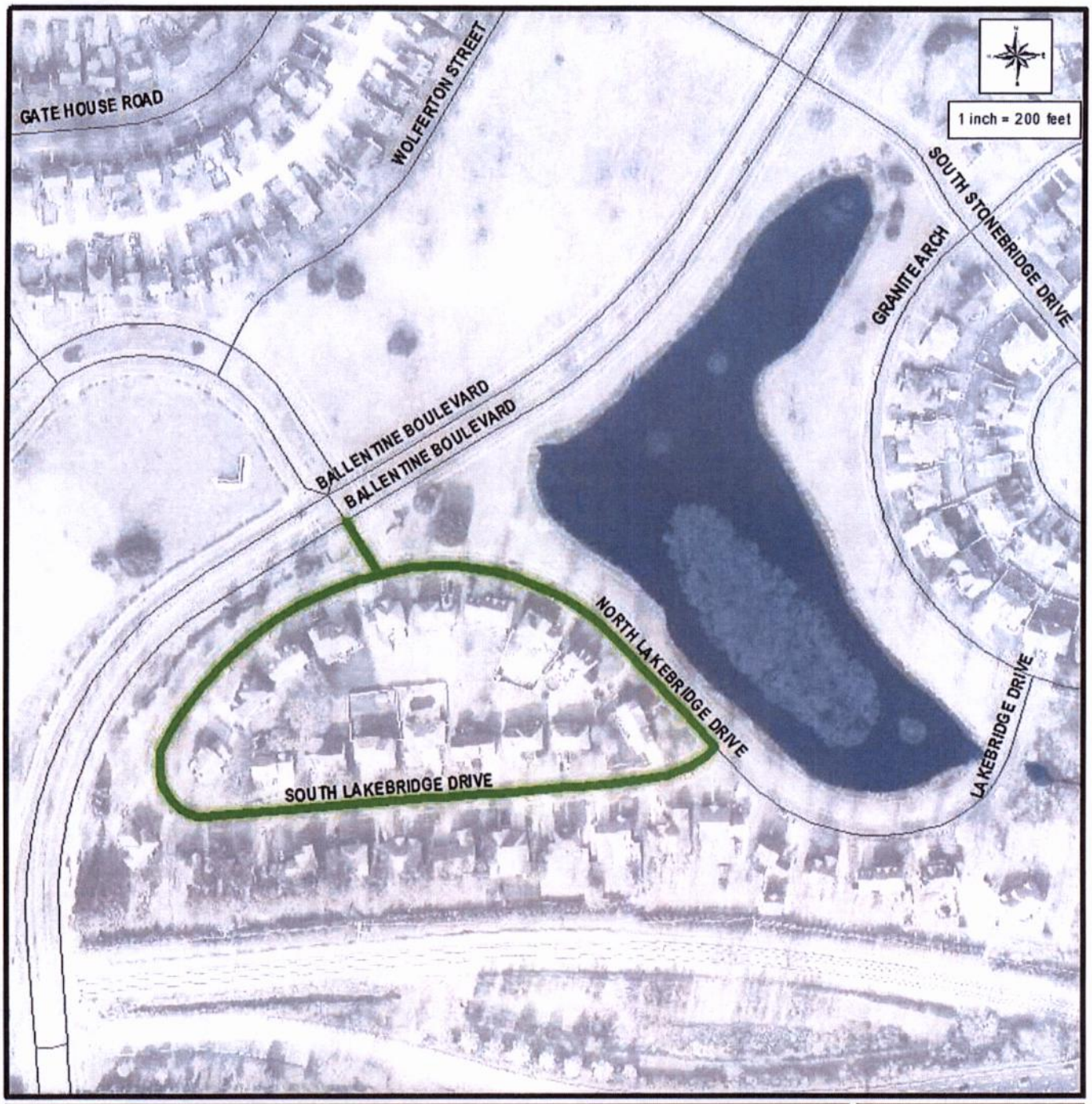
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
WEBSTER AVENUE	END	50	27.00	0.040	2	0.08



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK



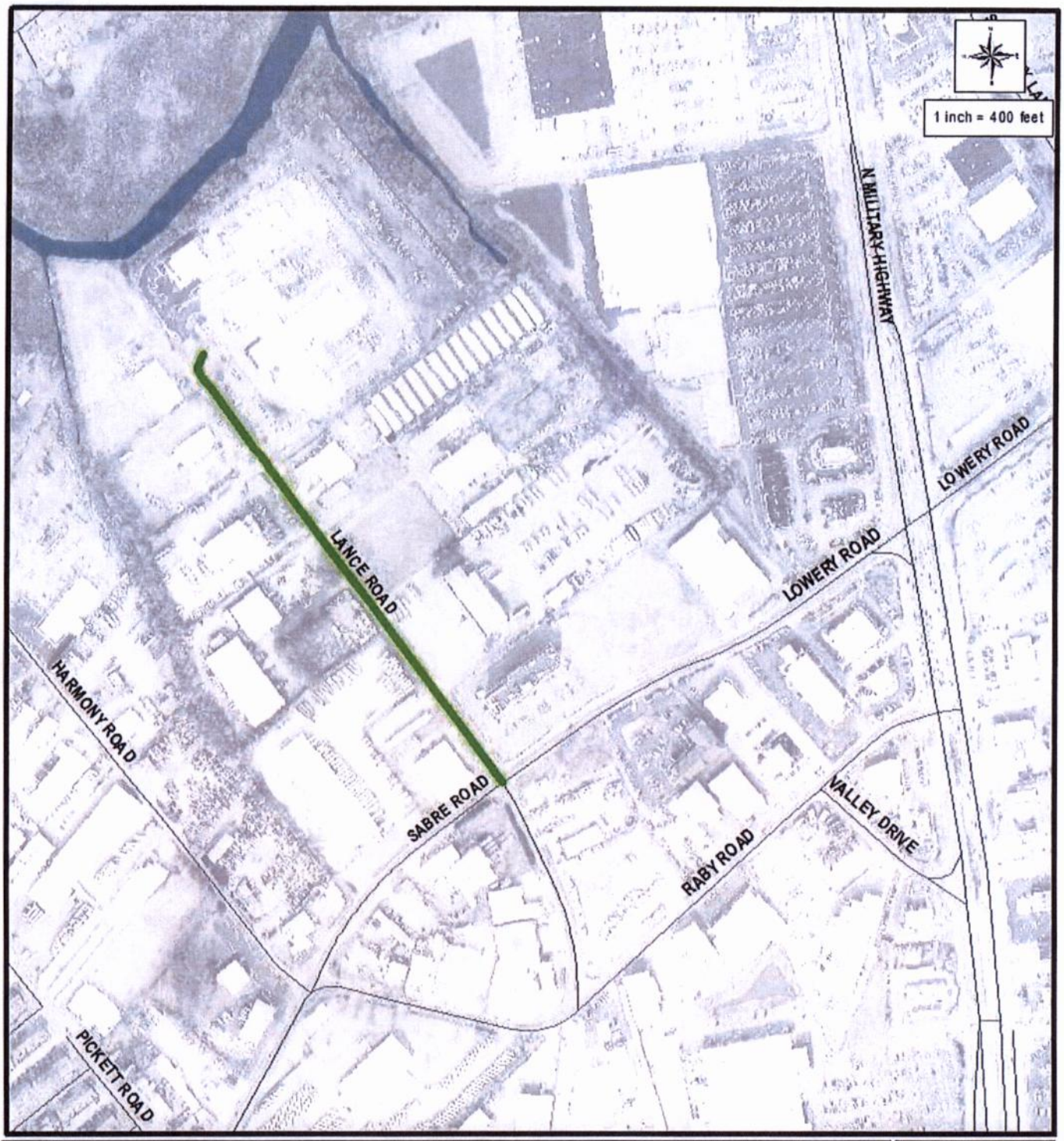
Street: LAKEBRIDGE DR & N. S.

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
BALLENTINE BLVD	NORTH LAKEBRIDGE	50	26.00	0.018	2	0.04
SOUTH LAKEBRIDGE	LAKEBRIDGE DR	45	28.00	0.113	2	0.23
LAKEBRIDGE DR	SOUTH LAKEBRIDGE	50	28.02	0.096	2	0.19
NORTH LAKEBRIDGE	LAKEBRIDGE DR	50	28.02	0.157	2	0.31
	Total			0.384		0.77

Date: 6/7/2016

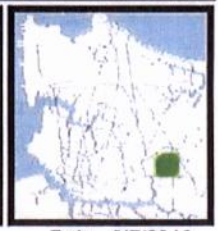
City of Norfolk 2016 Additions

NORFOLK



Street: LANCE RD

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
LOWERY ROAD	DEAD END	55	30.32	0.305	2	0.61



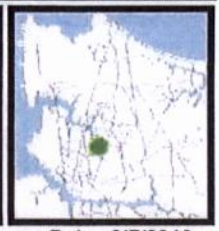
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

Street: LUXEMBOURG AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
DEGRASSE AVENUE	DEGRASSE AVENUE		16.48	0.046	1	0.05
DEGRASSE AVENUE	ORLEANS CIRCLE		18.75	0.036	2	0.07
	Total			0.081		0.12



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK
Department of Public Works

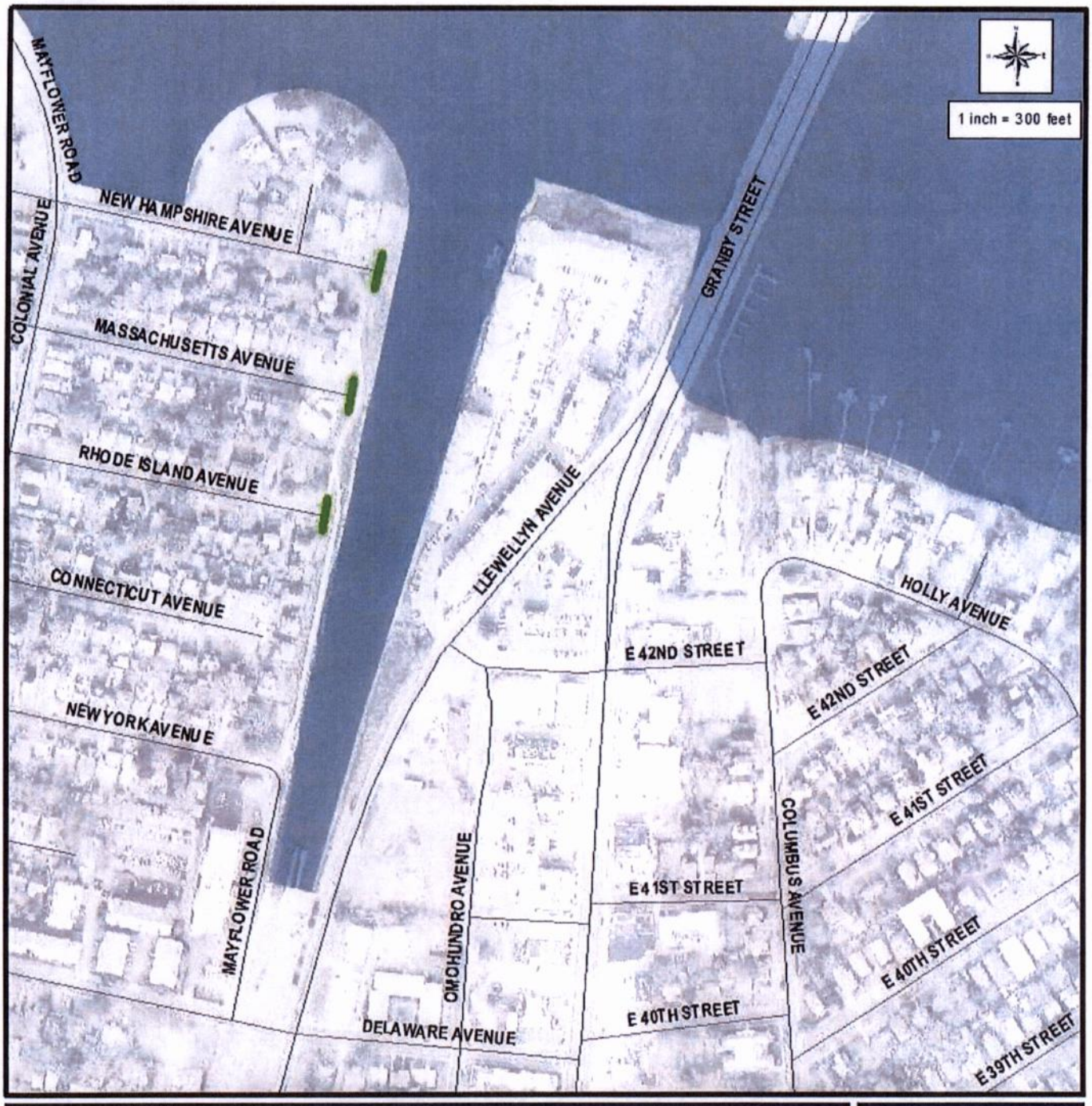
Street: MAIDEN LN

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
25TH BAY STREET	25TH BAY STREET	30	12.96	0.013	1	0.01
25TH BAY STREET	26TH BAY STREET	30	11.56	0.060	1	0.06
	Total			0.073		0.07

Date: 6/7/2016

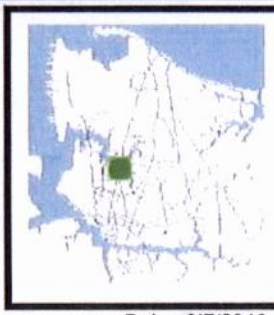
City of Norfolk 2016 Additions

NORFOLK



Street: MAYFLOWER RD

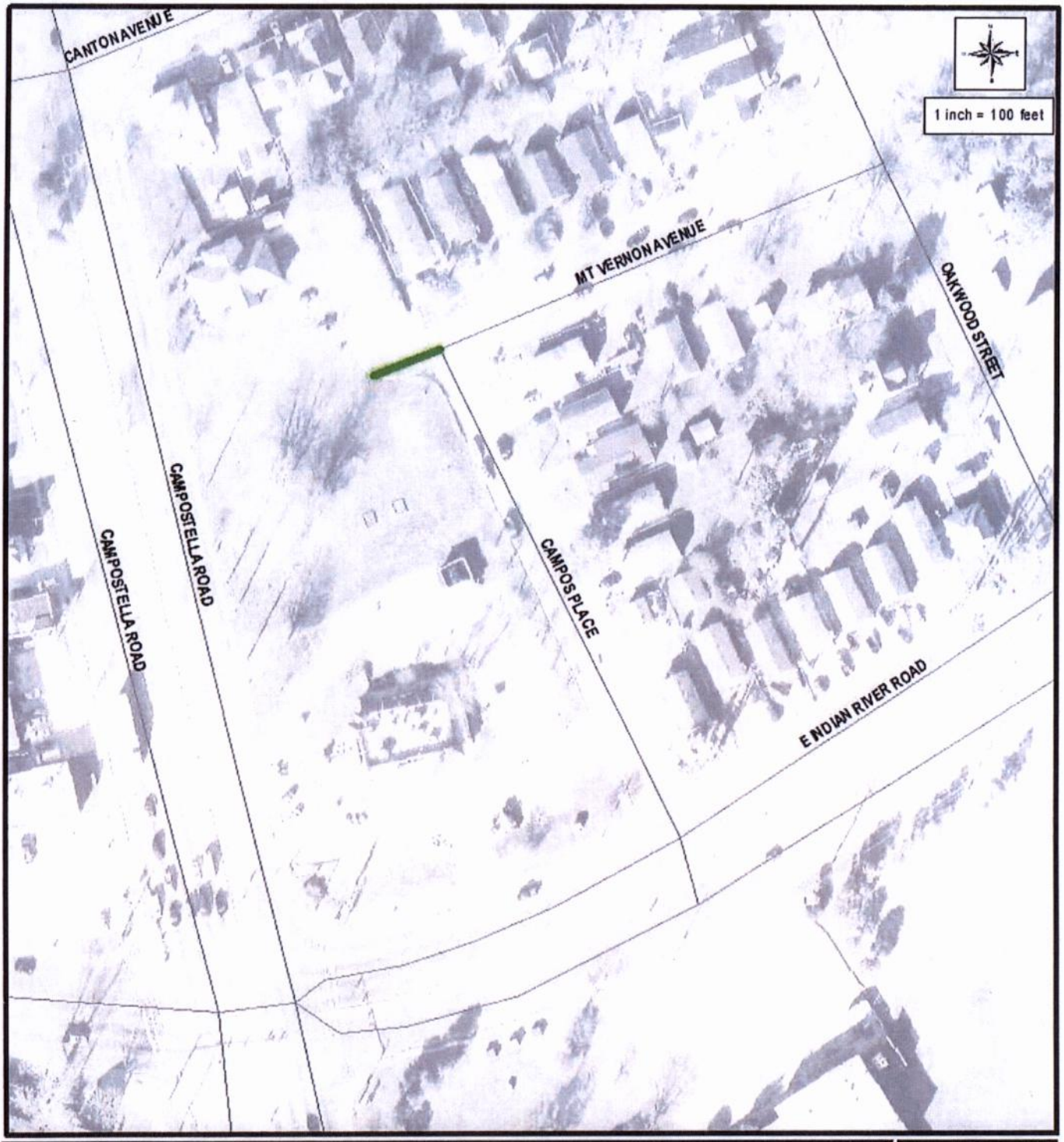
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
DEAD END (S)	MASSACHUSETTS AVE		20.00	0.007	2	0.01
DEAD END (S)	NEW HAMPSHIRE AVE		20.00	0.008	2	0.02
MASSACHUSETTS AVE	DEAD END (N)		20.00	0.007	2	0.01
NEW HAMPSHIRE AVE	DEAD END (N)		20.00	0.007	2	0.01
RHODE ISLAND AVE	DEAD END (N)		20.00	0.008	2	0.02
DEAD END (S)	RHODE ISLAND AVE		20.00	0.006	2	0.01
	Total			0.043		0.09



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK



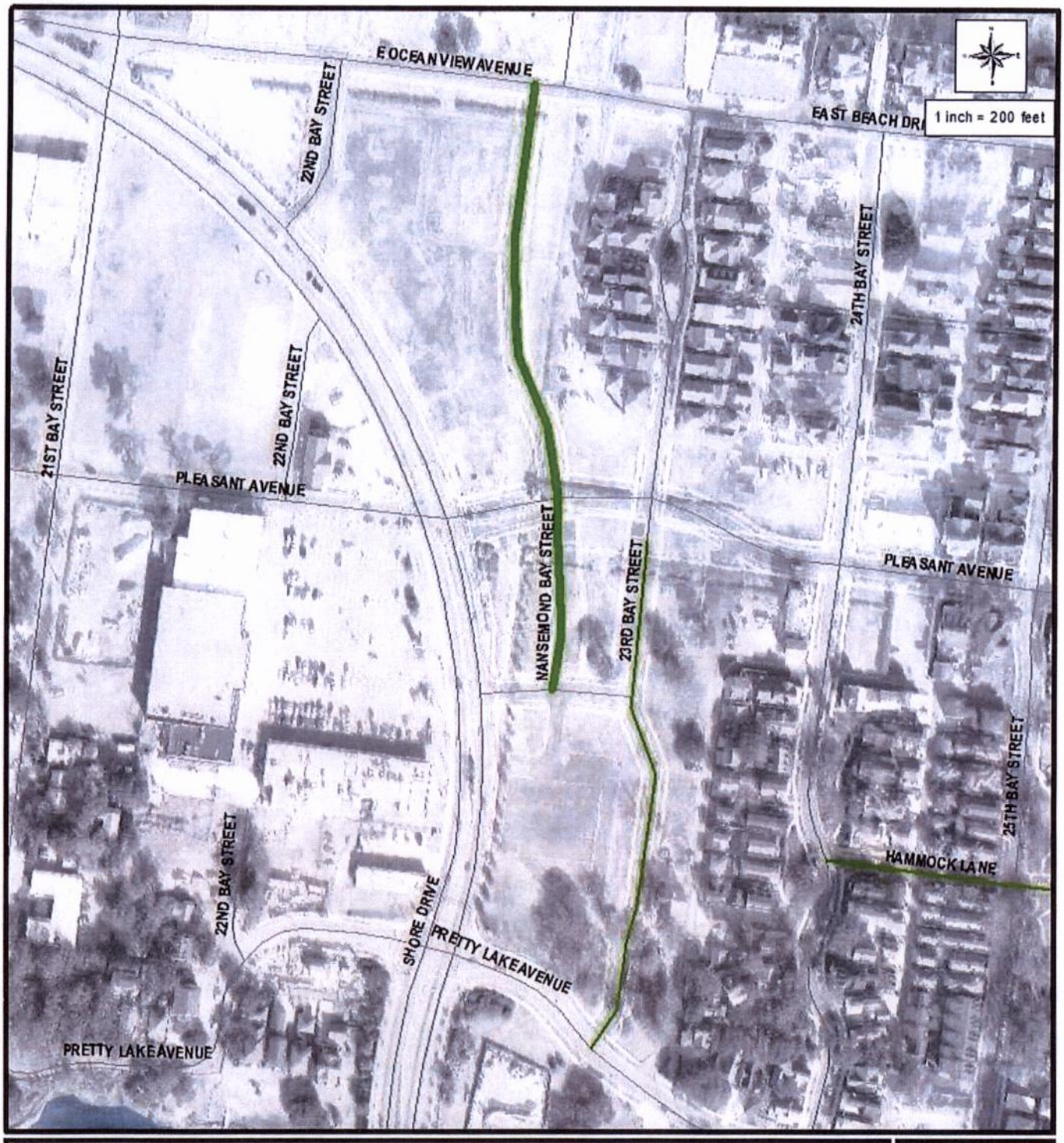
Street: MT VERNON AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
DEAD END	CAMPOS PLACE	50	25.83	0.005	2	0.01

Date: 6/7/2016

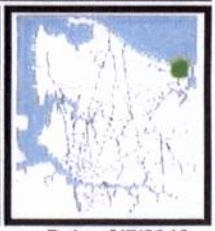
City of Norfolk 2016 Additions

NORFOLK



Street: NANSEMOND BAY ST (new)

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
PLEASANT AVE	JOLLY ROGER WAY	50	18.00	0.055	2	0.11
E OCEAN VIEW AVE	PLEASANT AVE	50	18.00	0.120	2	0.24
	Total			0.181		0.36



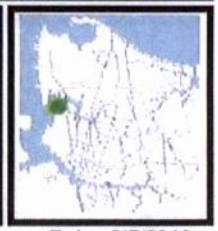
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

Street: SHIRLEY LN

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
ELEANOR CT	POWHATAN AVE	50	17.28	0.036	1	0.04



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

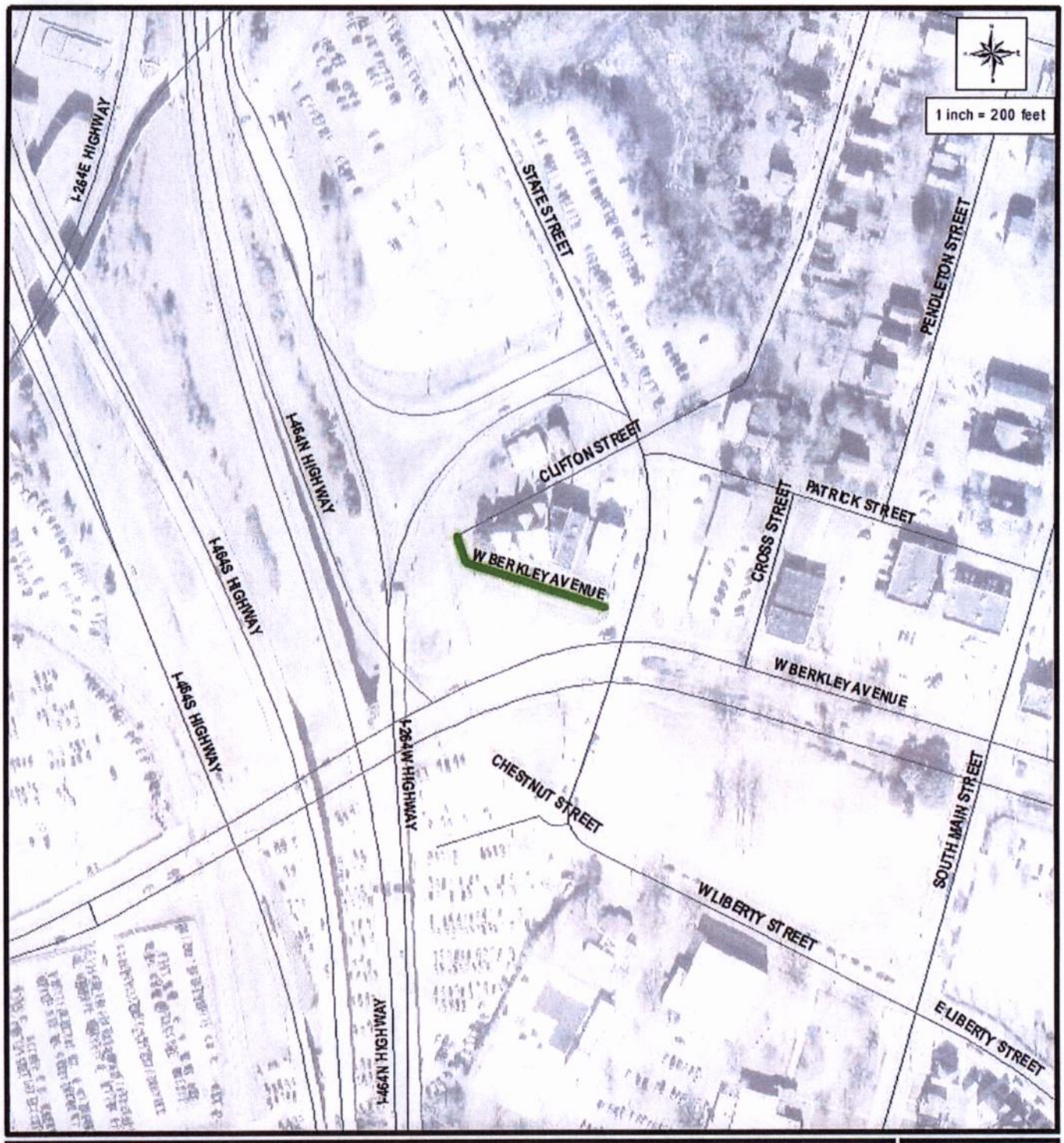
Street: SUMMERS DR

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
SUMMERS DRIVE	CDS	99	59.93	0.022	2	0.04

Date: 6/7/2016

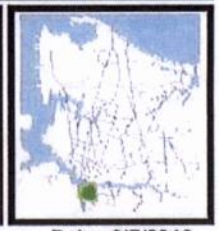
City of Norfolk 2016 Additions

NORFOLK
Department of Public Works



Street: W BERKLEY AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
CLIFTON STREET	END	50	32.85	0.045	2	0.09



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

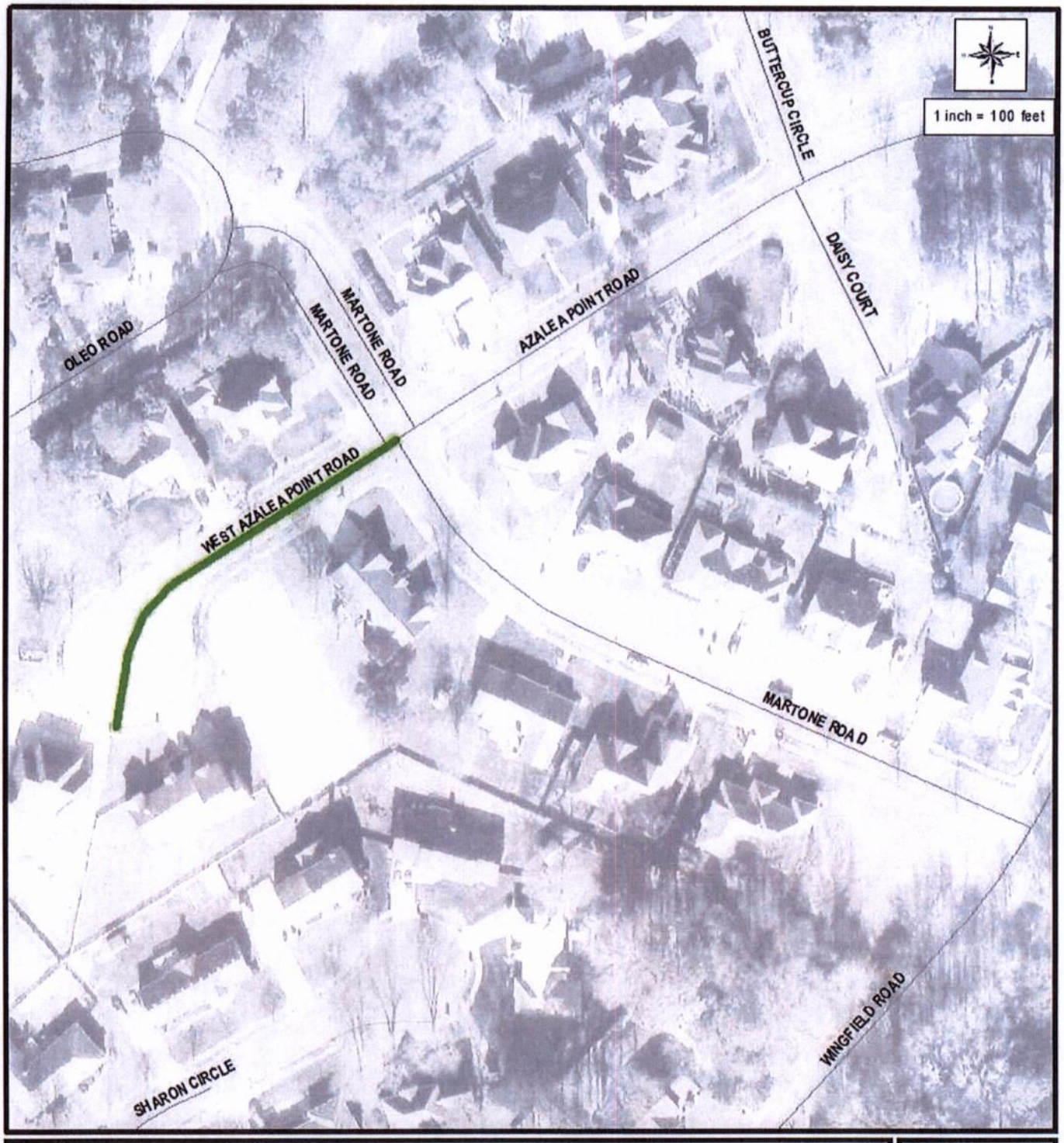
Street: W CHARLOTTE ST

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
W BUTE STREET	GRANBY STREET	50	12.00	0.063	1	0.06

Date: 6/7/2016

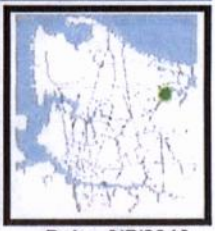
City of Norfolk 2016 Additions

NORFOLK
Department of Public Works



Street: WEST AZALEA POINT RD

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
DEAD END	MARTONE RD	50	40.25	0.059	2	0.12
MARTONE RD	AZALEA POINT RD	50	28.00	0.002	2	0.00
	Total			0.061		0.12



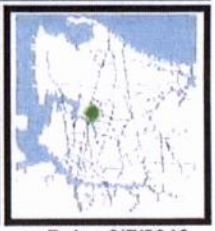
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK
Department of Public Works

Street: WEST DOVER CIR

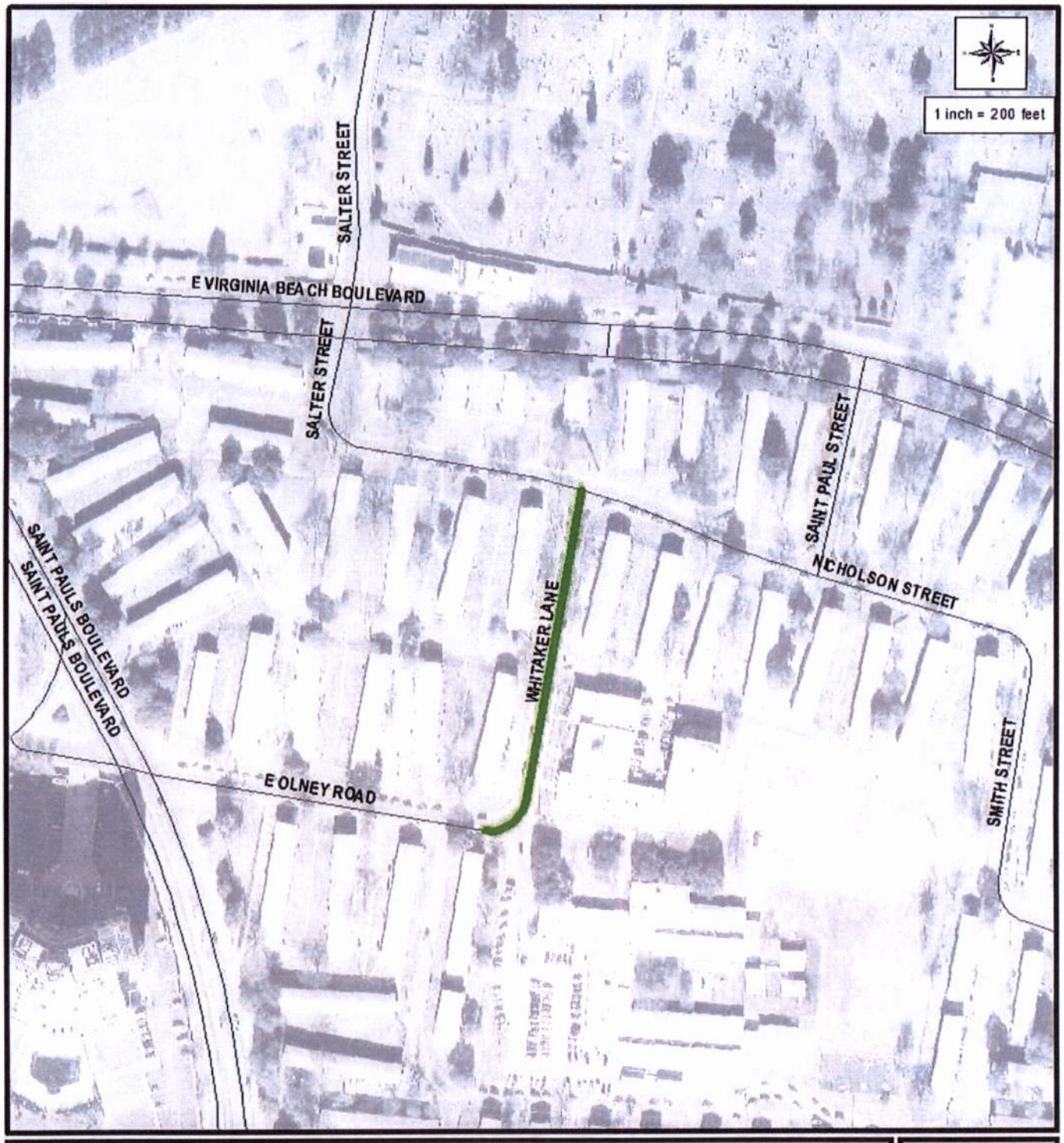
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
BELVEDERE ROAD	DOVER CIRCLE	45	23.73	0.060	2	0.12



Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK



Street: WHITAKER LN

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
E OLNEY ROAD	NICHOLSON STREET	38	23.00	0.106	2	0.21

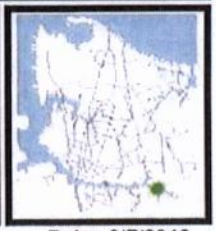
Date: 6/7/2016

City of Norfolk 2016 Additions

NORFOLK

Street: WOODBINE RD

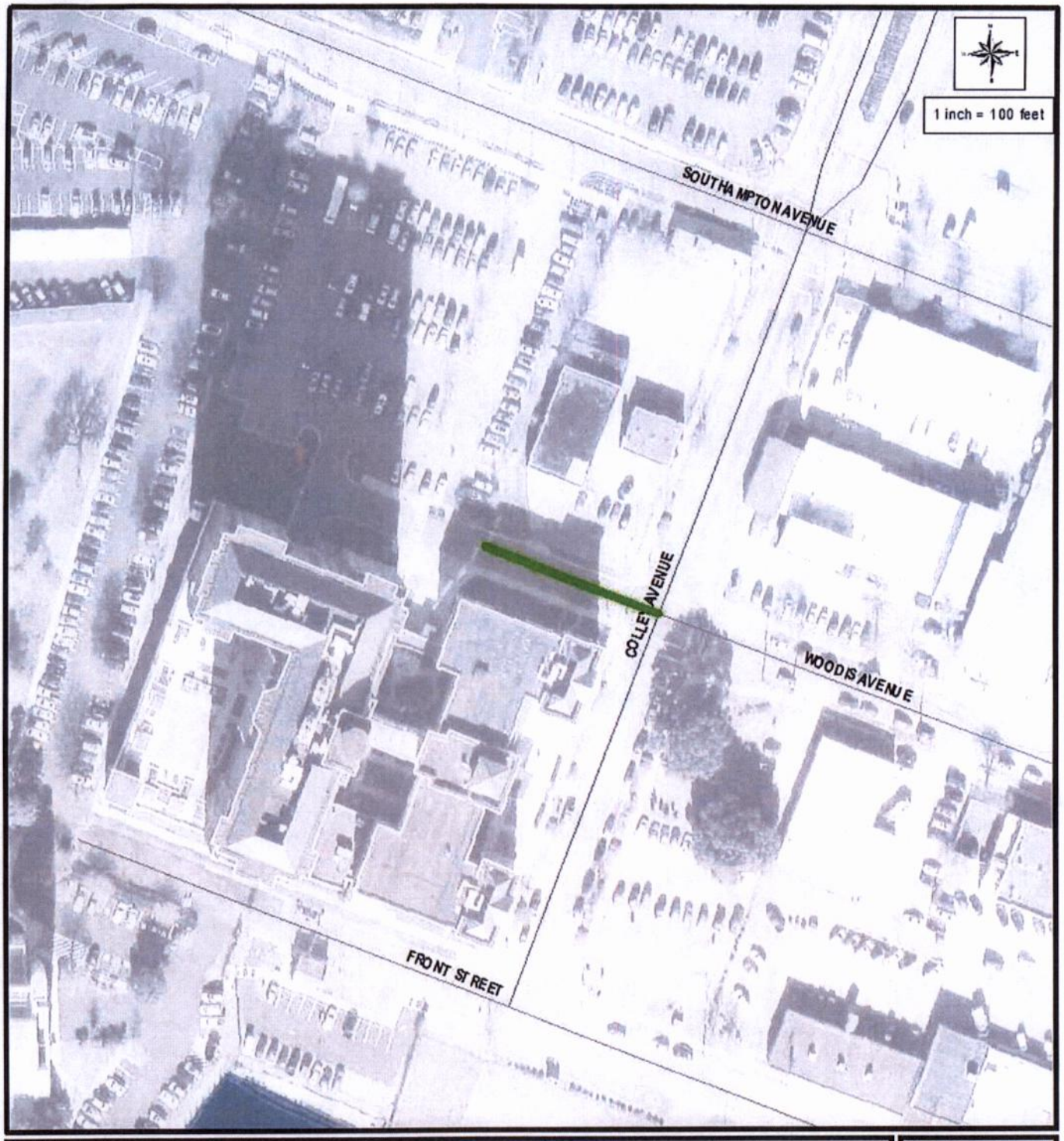
From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
WEST DEAD END	LEVINE COURT	38	22.00	0.126	1	0.13



Date: 6/7/2016

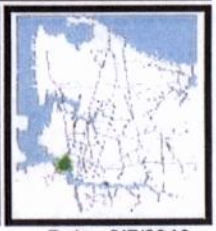
City of Norfolk 2016 Additions

NORFOLK
Department of Public Works



Street: WOODIS AVE

From	To	W_R_Width	Pave_Width	Centerline Miles	Number of Lane	Lane Miles
FORT STREET	COLLEY AVENUE	50	25.00	0.027	2	0.05



Date: 6/7/2016

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David Ricks, Director of Public Works

Subject: Dedication of property for widening of the public right-of-way at the corner of East 22nd Street and Monticello Avenue

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** 200 E. 22nd Street, LLC
200 E. 22nd Street
Norfolk, Virginia 23508

III. **Description:**
This agenda item is an ordinance to accept the dedication of a small piece of land owned by 200 E. 22nd Street, LLC for the purpose of widening the public right-of-way, and authorizing the City Manager to accept the deed of dedication on behalf of the City of Norfolk (the "City").

IV. **Analysis:**
The dedication of this property, measuring approximately 21.45 square feet, will provide the City the opportunity to widen the right-of-way at the corner of East 22nd Street and Monticello Avenue.

V. **Financial Impact:**
N/A

VI. **Environmental Impact:**
There is no environmental impact associated with this dedication of property.

VII. **Community Outreach/Notification:**
Public notification for this agenda item was conducted through the City's agenda notification process.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach:

This letter and ordinance have been coordinated with Department of Public Works and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A, B and C (7 sheets)

6/28/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE DEDICATION OF A SMALL PIECE OF LAND OWNED BY 200 E. 22ND STREET, LLC, MEASURING 21.45 SQUARE FEET IN AREA, FOR THE PURPOSE OF WIDENING THE PUBLIC RIGHT OF WAY AT THE CORNER OF EAST 22ND STREET AND MONTICELLO AVENUE, AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE DEED OF DEDICATION ON BEHALF OF THE CITY OF NORFOLK.

- - -

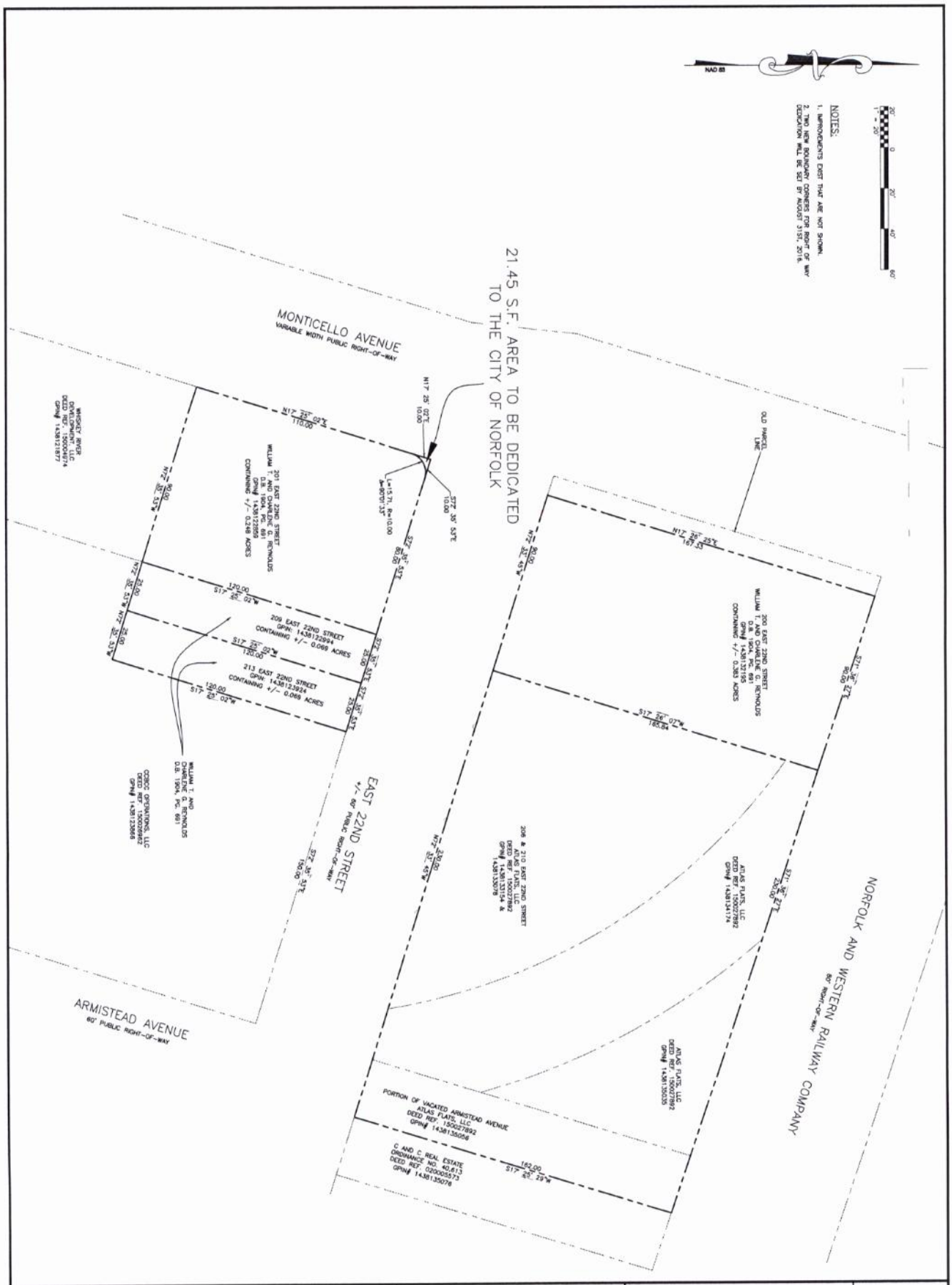
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the City of Norfolk hereby accepts the dedication of a small piece of land owned by 200 E. 22nd Street, LLC, measuring 21.45 square feet in area, to the City of Norfolk for the purpose of widening the public right of way at the corner of East 22nd Street and Monticello Avenue, as shown on Exhibit A and described in Exhibit B, both of which are attached hereto.

Section 2:- That the City Manager is authorized to accept the Deed of Dedication, a copy of which is attached hereto as Exhibit C, on behalf of the City of Norfolk.

Section 3:- That this ordinance shall be in effect from and after the date of its adoption.

EXHIBIT A TO ORDINANCE



RIGHT-OF-WAY DEDICATION EXHIBIT	DATE: 5/9/2016	NYFELER ASSOCIATES	
FOR	JOB NUMBER: 16003	LAND SURVEYING & MAPPING	
201 EAST 22ND STREET	SCALE: 1"=20'	619 W CARY STREET, RICHMOND, VA 23220	
CITY OF NORFOLK, VA	DRAWN BY: JRW	804-277-4231 nyfelerassociates.com	
Prepared For: SILVERCORE	APPROVED BY: GLN		

EXHIBIT B TO ORDINANCE

SCHEDULE "A"

ALL that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Norfolk, Virginia labeled as "21.45 S.F. AREA TO BE DEDICATED TO THE CITY OF NORFOLK," on that certain plat entitled "RIGHT-OF-WAY DEDICATION EXHIBIT FOR 201 EAST 22ND STREET," prepared by Nyfeler Associates, dated May 9, 2016, and recorded herewith.

BEING a portion of the real property located in the City of Norfolk, Virginia having a GPIN# of 1438122859 and commonly known as 201 East 22nd Street.

EXHIBIT C TO ORDINANCE

Prepared by: Richard Lawrence, VSB #27960
MeyerGoergen PC
Return to: Office of the Norfolk City Attorney
GPIN: Portion of 1438122859
Title Insurance Underwriter: N/A
Consideration: $0.00

This deed is exempt from the recordation taxes imposed by Section 58.1-801 of the Code of Virginia, 1950, pursuant to Section 58.1-811(A)(3).

THIS DEED OF DEDICATION, made and entered into this ____ day of _____, 2016, by and between **200 E. 22ND STREET, LLC**, a Virginia limited liability company, ("22nd Street"), **Grantor**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, (the "City"), **Grantee**, whose address is City Hall Building, 810 Union Street, Norfolk, Virginia 23510.

WITNESSETH:

Pursuant to Section 58.1-811(3) of the Code of Virginia and for and in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does grant and convey, with Special Warranty of title unto the Grantee, in fee simple, the following described real estate, to-wit:

SCHEDULE "A" ATTACHED

This conveyance is made subject to easements, agreements, conditions and restrictions of records insofar as the same may lawfully affect the property.

WITNESS the following signatures and seals:

(SIGNATURE PAGES FOLLOW)

200 E. 22ND STREET, LLC

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public in and for the City of _____ in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of 200 E. 22nd Street, LLC, whose name is signed to the foregoing Deed of Dedication, have acknowledged the same before me in the County and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public
Registration No.: _____

The signature of Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, is affixed hereto on behalf of the Council of the City of Norfolk, Virginia, pursuant to an ordinance duly adopted by the City Council, to evidence the acceptance of this Deed of Dedication by the City, in accordance with Section 15.2-1803, Code of Virginia, 1950, as amended.

CITY OF NORFOLK

By:_____(SEAL)
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Quitclaim Deed, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2016.

_____
Notary Public
Registration No._____

Approved as to Form and Correctness:

_____
Deputy City Attorney

SCHEDULE "A"

ALL that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Norfolk, Virginia labeled as "21.45 S.F. AREA TO BE DEDICATED TO THE CITY OF NORFOLK," on that certain plat entitled "RIGHT-OF-WAY DEDICATION EXHIBIT FOR 201 EAST 22ND STREET," prepared by Nyfeler Associates, dated May 9, 2016, and recorded herewith.

BEING a portion of the real property located in the City of Norfolk, Virginia having a GPIN# of 1438122859 and commonly known as 201 East 22nd Street.

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Encroachment Agreement with 131 Granby, LLC for Outdoor Dining at 131 Granby Street, Norfolk, VA

Reviewed: Sabrina Joy-Hogg
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones
Marcus D. Jones, City Manager

Item Number: **R-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** 131 Granby, LLC
Attn: R. Craig Burns
207 Granby Street, Suite 203
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to permit 131 Granby, LLC ("131 Granby") to encroach into the City of Norfolk's (the "city's") right-of-way at 131 Granby Street with an area measuring approximately 27 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis:**
This encroachment will permit 131 Granby, and its tenant, to utilize this area for outdoor dining in addition to the establishment's indoor seating options. The term of the encroachment is no longer than five (5) years, commencing on August 1, 2016, or the date of any authorizing ordinance, and terminating on July 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact:**

Encroachment Fee (131 Granby, LLC)	Annual Rent: $162.00 (to be paid annually)
Liability insurance (131 Granby, LLC)	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the city

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

6/2/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING 131 GRANBY LLC PERMISSION TO ENCROACH INTO THE RIGHT-OF-WAY AT 131 GRANBY STREET APPROXIMATELY 27 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and 131 Granby LLC ("131"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to 131 to encroach into the right-of-way at 131 Granby Street approximately 27 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **131 GRANBY LLC,** a Virginia limited liability company, ("131"), whose address is 207 Granby Street, Suite 203, Norfolk, Virginia 23510.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to 131 to encroach into the right-of-way at 131 Granby Street approximately 27 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** 131, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on August 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on July 31, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation 131, and its tenant(s), shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, 131 shall pay City an annual encroachment fee in the amount of **One Hundred and Sixty-Two Dollars and 0/100 ($162.00)**, beginning on the first day of August, 2016 and annually thereafter. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer"

and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, 131 shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. 131 shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other utilities necessary to serve the Encroachment Area.

7. **REPAIRS:** 131, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. 131, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** 131, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, 131, and its tenant(s), shall be responsible for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining compliance with this Agreement, and making any repairs, which City deems necessary because of

any failure of 131, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon 131's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

131: 131 Granby LLC
Attn: Mr. R. Craig Burns
207 Granby Street, Suite 203
Norfolk, Virginia 23510

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by 131, its tenant(s), or any other person as a consequence of the failure,

breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements, or resulting from acts, conduct or omissions on the part of 131, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** 131, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** 131, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If 131, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, 131, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event 131, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, and changes. 131, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and 131 agree that the permission to encroach granted hereby is for the benefit of 131 and its tenant(s), and may not be assigned by 131 without express authorization by the City. Further, upon 131's lease of the premises (adjoining the

Encroachment Area) to a tenant, 131 shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** 131, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. 131, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of 131's use of the Encroachment Area. If 131, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and 131, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** 131, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. 131, and its tenant(s), shall inform the City Attorney and the Department

of General Services within 15 days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, 131, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of 131's employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: 131, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by 131, or its tenant(s), or by 131's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by 131, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by 131, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and 131, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by 131, and/or its tenant(s), in the Encroachment Area shall be and remain the property of 131, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (CERCLA) or any other federal, state, or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPA) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of 131, and/or its tenant(s), including but not limited to the 131's, or its tenant(s)', interest in the Encroachment Area or any of 131's, and/or its tenant(s), property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that 131, and its tenant(s), may be permitted under applicable law to use the Encroachment Area for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, 131, and its tenant(s), shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. 131, and its tenant(s), shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances in the Encroachment Area. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance in the Encroachment Area, 131, and its tenant(s), shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of City.

(c) 131, and its tenant(s), shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, as well as under any successor or new environmental laws. Upon the receipt of any Notice, 131, and its tenant(s), shall notify City promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to 131, and/or its tenant(s), whether due to merger, sale of assets or other business combination or change of control.

(e) 131, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from

131's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES :** If because of any act or omission of 131, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, 131, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to 131, and/or its tenant(s), of the filing thereof, and 131, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in Norfolk, Virginia.

23. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and 131, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to 131, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) 131, and its tenant(s), shall comply with the City of Norfolk's Downtown Outdoor Dining Policy, as amended from time to time.

(b) 131, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) 131's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and 131, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and 131, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: In the event 131 assigns, conveys, sells, or otherwise disposes of its interest in the property located at 9659 First View Street to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to 131 that desires to encroach into the right-of-way must submit a new application for approval by the City.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, 131, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United states Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE:** The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** 131, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Encroachment Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___ day of _____, 2016.

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Deputy City Attorney

131 GRANBY LLC

By:_____
Name (Printed): _____
Title:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of 131 Granby LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

By:_____
Name (Printed): _____
Title:_____

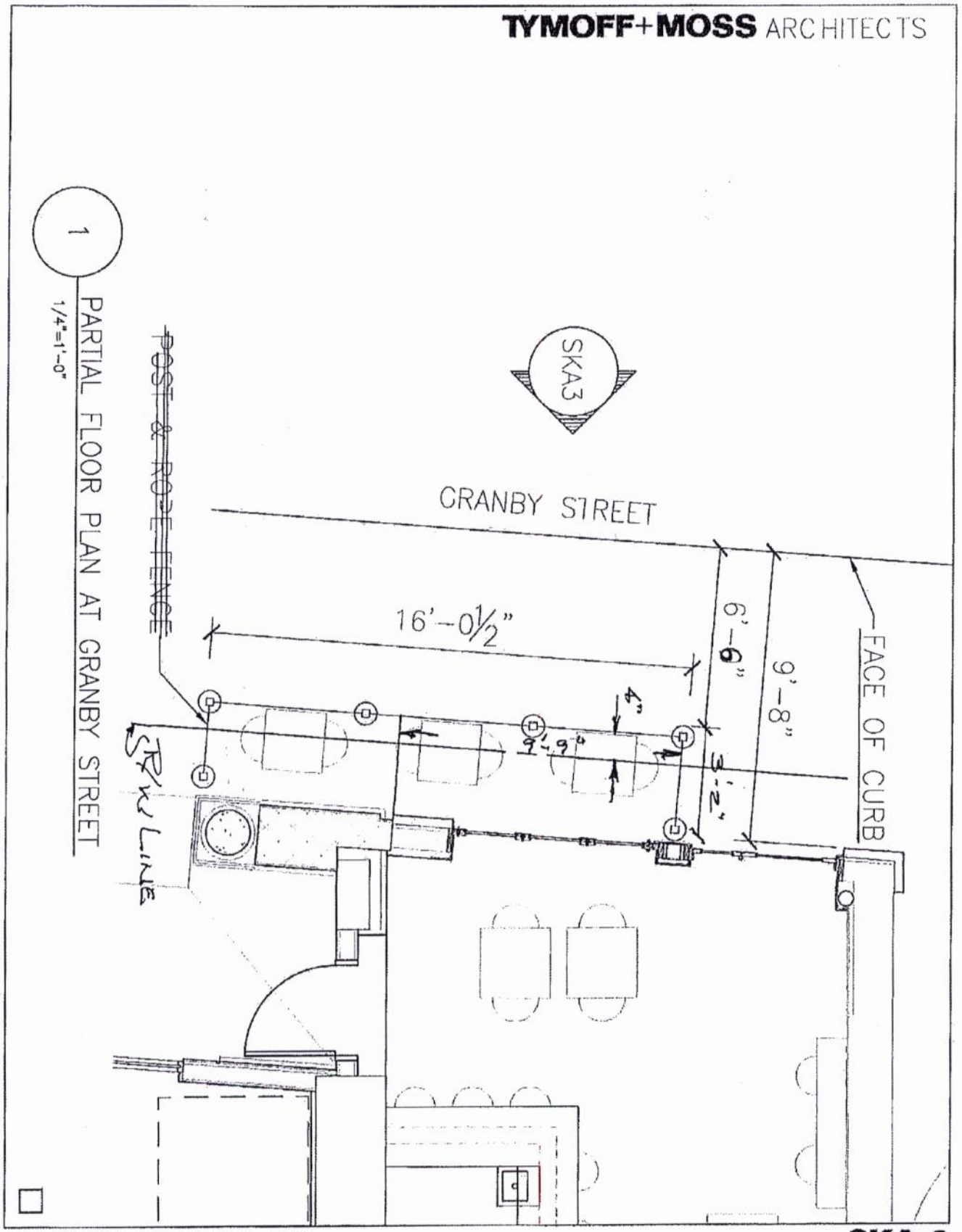
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of _____, whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A



JACK BROWNS BEER&BURGER JOINT
MARCH 3 20 6

SKA-2

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Encroachment Agreement with Liberty Street, LLC for Outdoor Dining at 765 Granby Street

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-6**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Liberty Street, LLC
Attn: Mr. Geoff Wallace
2525 Oconee Avenue, Suite 101
Virginia Beach, Virginia

III. **Description:**
This agenda item is an ordinance to permit Liberty Street, LLC ("Liberty") to encroach into the City of Norfolk's (the "City's") right-of-way at 765 Granby Street with an area measuring approximately 115 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit Liberty, and its tenant, to utilize this area for outdoor dining in addition to the establishment's indoor seating options. The term of the encroachment is no longer than five (5) years, commencing on August 1, 2016, or the date of any authorizing ordinance, and terminating on July 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact**

Encroachment Fee (Liberty Street, LLC)	Annual Rent: $690.00 ($57.50 to be paid monthly)
Liability Insurance (Liberty Street, LLC)	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Encroachment Agreement

6/8/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING LIBERTY STREET, LLC PERMISSION TO ENCROACH INTO THE RIGHT-OF-WAY AT 765 GRANBY STREET APPROXIMATELY 115 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and Liberty Street, LLC ("Liberty"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to Liberty to encroach into the right-of-way at 765 Granby Street approximately 115 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **LIBERTY STREET, LLC,** a Virginia limited liability company, ("Liberty"), whose address is 2525 Oconee Avenue, Suite 101, Virginia Beach, Virginia 23454.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to Liberty to encroach into the right-of-way at 765 Granby Street approximately 115 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** Liberty, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on August 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on July 31, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation Liberty, and its tenant(s), shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, Liberty shall pay City an annual encroachment fee in the amount of **Six Hundred Ninety and 0/100 Dollars ($690.00)**, to be paid in monthly installments of **Fifty Seven and 50/100 Dollars ($57.50)**, beginning on the first day of August, 2016 or the day the ordinance is effective,

whichever is later. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, and Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, Liberty shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. Liberty shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other utilities necessary to serve the Encroachment Area.

7. **REPAIRS:** Liberty, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. Liberty, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** Liberty, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, Liberty, and its tenant(s), shall be responsible for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining

compliance with this Agreement, and making any repairs, which City deems necessary because of any failure of Liberty, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon Liberty's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

Liberty: Liberty Street, LLC
Attn: Mr. Geoff Wallace
2525 Oconee Avenue, Suite 101
Virginia Beach, Virginia 23454

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by Liberty, its tenant(s), or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Liberty, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** Liberty, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** Liberty, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If Liberty, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, Liberty, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event Liberty, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, and changes. Liberty, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and Liberty agree that the permission to encroach granted hereby is for the benefit of Liberty and its tenant(s), and may not be assigned by Liberty without express authorization by the City. Further, upon Liberty's lease of the premises (adjoining the Encroachment Area) to a tenant, Liberty shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** Liberty, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. Liberty, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of Liberty's use of the Encroachment Area. If Liberty, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and Liberty, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** Liberty, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies

and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. Liberty, and its tenant(s), shall inform the City Attorney and the Department of General Services within 15 days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, Liberty, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of Liberty's employees, as well as its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: Liberty, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by Liberty, or its tenant(s), or by Liberty's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by Liberty, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by Liberty, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and Liberty, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Liberty, and/or its tenant(s), in the Encroachment Area

shall be and remain the property of Liberty, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (CERCLA) or any other federal, state, or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPA) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of Liberty, and/or its tenant(s), including but not limited to the Liberty's, or its tenant(s)', interest in the Encroachment Area or any of Liberty's, and/or its tenant(s), property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental

actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that Liberty, and its tenant(s), may be permitted under applicable law to use the Encroachment Area for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, Liberty, and its tenant(s), shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. Liberty, and its tenant(s), shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances in the Encroachment Area. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance in the Encroachment Area, Liberty, and its tenant(s), shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of City.

(c) Liberty, and its tenant(s), shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, as well as under any successor or new environmental laws. Upon the receipt of any Notice, Liberty, and its tenant(s), shall notify City promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to Liberty, and/or its tenant(s), whether due to merger, sale of assets or other business combination or change of control.

(e) Liberty, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and

attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from Liberty's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES :** If because of any act or omission of Liberty, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, Liberty, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to Liberty, and/or its tenant(s), of the filing thereof, and Liberty, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in Norfolk, Virginia.

23. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and Liberty, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to Liberty, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) Liberty, and its tenant(s), shall comply with the City of Norfolk's Outdoor Dining Policy, as amended from time to time.

(b) Liberty, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) Liberty's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and Liberty, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and Liberty, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: In the event Liberty assigns, conveys, sells, or otherwise disposes of its interest in the property located at 765 Granby Street to a party other than an affiliated entity, the permission granted by this Agreement shall immediately terminate. Any such successor in interest to Liberty that desires to encroach into the right-of-way must submit a new application for approval by the City.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, Liberty, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United states Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE:** The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Liberty, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Encroachment Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___ day of _____, 2016.

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Assistant City Attorney

LIBERTY STREET, LLC

By:_____
Name (Printed): _____
Title:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of Liberty Street, LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

By:_____
Name (Printed): _____
Title:_____

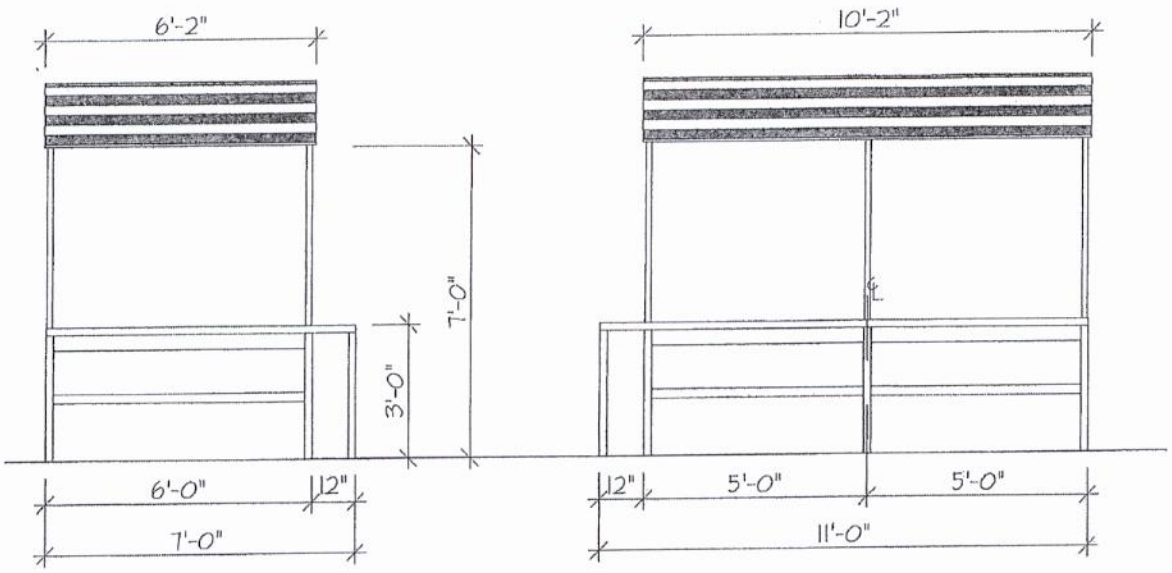
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of _____, whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

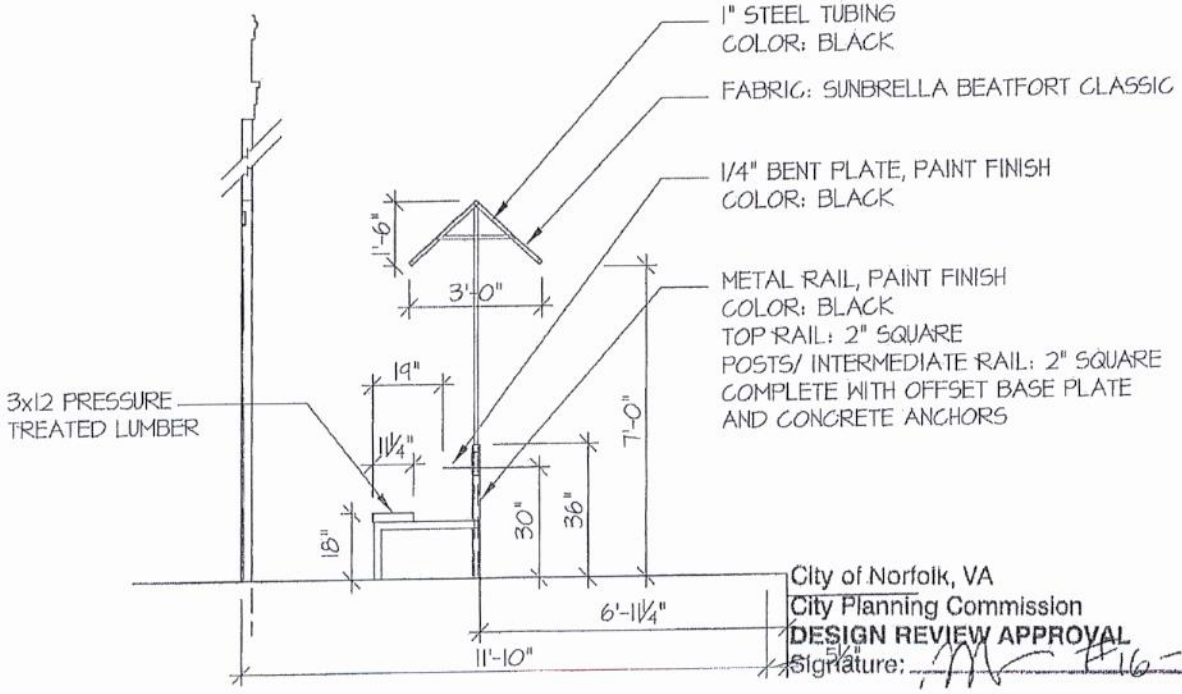
_____
Notary Public
Registration: _____

EXHIBIT A



ELEVATION - OUTDOOR DINING

1/4" = 1'-0" 3-7-2016



City of Norfolk, VA
City Planning Commission
DESIGN REVIEW APPROVAL
Signature: F16-18

MAR 10 2016

SECTION - OUTDOOR DINING

1/4" = 1'-0" 3-7-2016

THE GRANBY SOCIAL CLUB
OUTDOOR DINING
765 GRANBY STREET

P#:16-010

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Acceptance of a Quitclaim Deed from Norfolk Southern Railway Company for a portion of Powhatan Avenue

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-7**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a quitclaim deed for the underlying fee of a portion of Powhatan Avenue from Norfolk Southern Railway Company ("Norfolk Southern") to the City of Norfolk (the "city").

IV. **Analysis**
The city intends to close a portion of Powhatan Avenue for the purpose of expanding its water treatment plant. Norfolk Southern is the owner of the property abutting the said portion of Powhatan Avenue to be closed and has agreed to convey to the City any interest it may have in the underlying fee of that abutting property.

V. **Financial Impact**

Purchase price	$1.00
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.
FY2016 Assessed Value of Parcel	(No assessment data available)
Annual Real Property Tax Revenue	N/A

VI. **Environmental**
There are no known environmental issues associated with this property.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A to Ordinance
- Quitclaim Deed and Exhibits

6/29/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE CONVEYANCE BY QUITCLAIM DEED OF THE UNDERLYING FEE OF A PORTION OF POWHATAN AVENUE FROM NORFOLK SOUTHERN RAILWAY COMPANY TO THE CITY OF NORFOLK, AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE QUITCLAIM DEED ON BEHALF OF THE CITY.

- - -

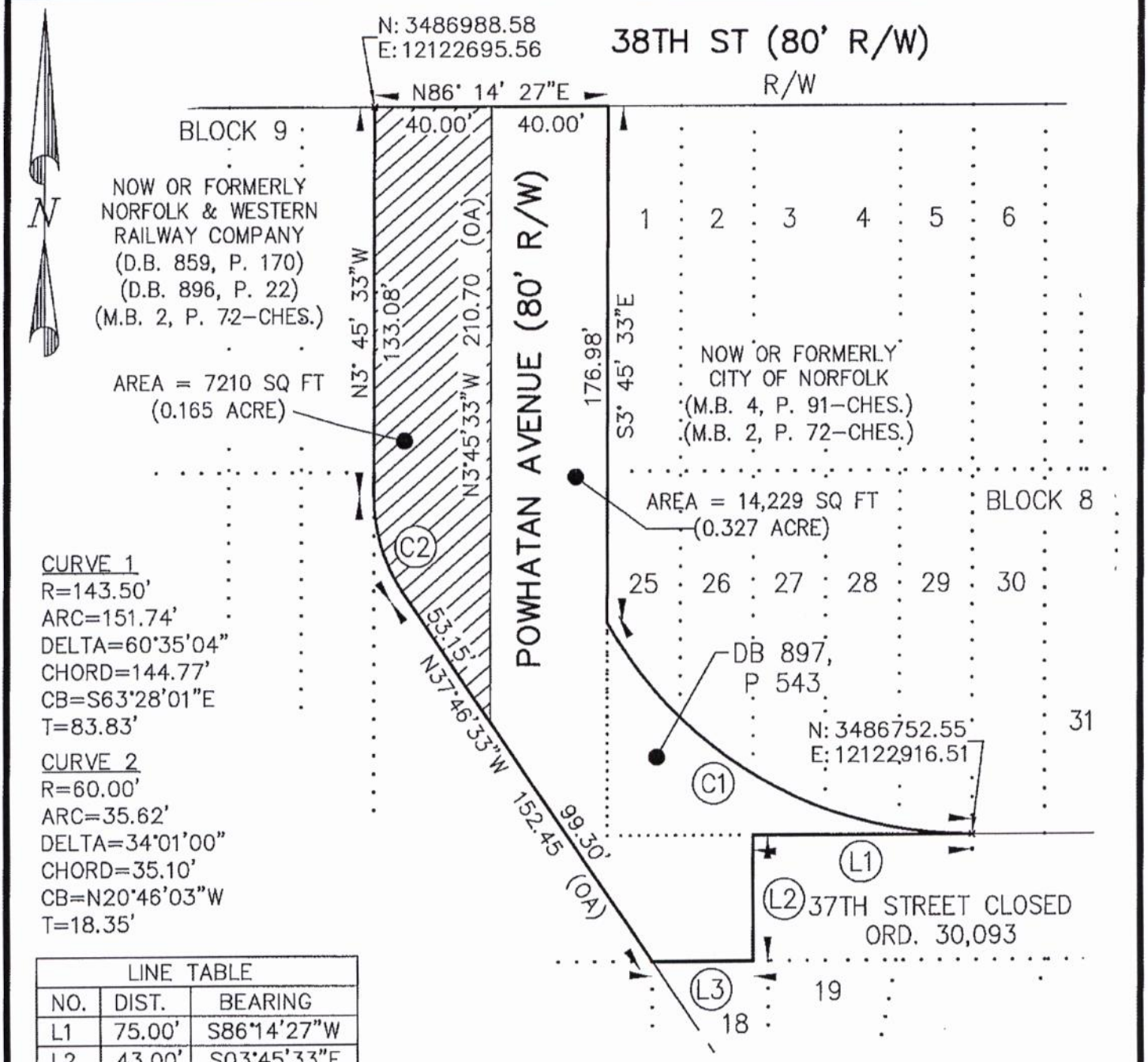
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance by Quitclaim Deed of the underlying fee of a portion of Powhatan Avenue, as shown on Exhibit A attached hereto, from Norfolk Southern Railway Company to the City of Norfolk ("City") is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to accept the Quitclaim Deed, a copy of which is attached hereto as Exhibit B, and to do all things necessary and proper to effect the conveyance of the underlying fee of a portion of Powhatan Avenue to the City.

Section 3:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE



CURVE 1
R=143.50'
ARC=151.74'
DELTA=60°35'04"
CHORD=144.77'
CB=S63°28'01"E
T=83.83'

CURVE 2
R=60.00'
ARC=35.62'
DELTA=34°01'00"
CHORD=35.10'
CB=N20°46'03"W
T=18.35'

LINE TABLE		
NO.	DIST.	BEARING
L1	75.00'	S86°14'27"W
L2	43.00'	S03°45'33"E
L3	34.45'	S86°14'27"W

NOTES:
1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD83)(1993-HARN).
2. AREA OF CLOSURE= 21,439 SQUARE FEET OR 0.492 ACRE.

HATCHED AREA DENOTES INGRESS/EGRESS, UTILITY & DRAINAGE EASEMENT

EXHIBIT SHOWING NORFOLK & WESTERN RAILWAY COMPANY PORTION OF POWHATAN AVENUE.
NORFOLK, VIRGINIA

50 0 50 100

DRAWING SCALE 1"=50' 140145

DATE	SCALE	DRAWN BY	CHECKED BY
FEB 5, 2015	1"=50'	ELG	JTW

DIVISION OF SURVEYS
DEPARTMENT OF PUBLIC WORKS
NORFOLK, VIRGINIA

LF-333

REVISED: 8/12/2015 (QMW)

EXHIBIT B TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference No.: N/A
Title Insurance Underwriter: Unknown
Consideration: $0.00

This deed is exempt from the recordation taxes imposed by Section 58.1-801 of the Code of Virginia, 1950, pursuant to Section 58.1-811(A)(3).

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this ____ day of _____, 2016, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, ("NS"), **Grantor**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, (the "City"), **Grantee**, whose address is City Hall Building, 810 Union Street, Norfolk, Virginia 23510.

WITNESSETH:

WHEREAS, the City intends to close a portion of Powhatan Avenue, as described in Exhibit A and shown on Exhibit B attached hereto, for the purpose of expanding its water treatment plant; and

WHEREAS, NS is the owner of the property abutting the said portion of Powhatan Avenue to be closed and may therefore have an interest in the underlying fee of that portion of Powhatan Avenue; and

WHEREAS, NS is agreeable to conveying to the City any interest it has or may have in the underlying fee of that said portion of Powhatan Avenue;

NOW, THEREFORE, for and in consideration of the sum of One Dollar and 0/100 ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby quitclaim, release, grant and convey to the Grantee, any and all right, title and interest the Grantor may possess in and to that portion of

Powhatan Avenue described in Exhibit A and shown on Exhibit B, said Exhibits being attached hereto and made a part hereof.

This conveyance is made, however, expressly subject to any conditions, easements, restrictions, licenses and reservations, whether or not of record.

WITNESS the following signatures and seals:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
Name (Printed): _____
Title: _____

STATE OF GEORGIA
COUNTY OF FULTON, to wit:

I, _____, a Notary Public in and for the County of Fulton, in the State of Georgia, do hereby certify that _____, _____ (Title) of Norfolk Southern Railway Company, whose name are signed to the foregoing Quitclaim Deed, have acknowledged the same before me in the County and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public
Registration No.: _____

The signature of Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, is affixed hereto on behalf of the Council of the City of Norfolk, Virginia, pursuant to an ordinance duly adopted by the City Council, to evidence the acceptance of this Quitclaim Deed by the City, in accordance with Section 15.2-1803, Code of Virginia, 1950, as amended.

CITY OF NORFOLK

By:_____(SEAL)
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Quitclaim Deed, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2016.

_____
Notary Public
Registration No._____

Approved as to Form and Correctness:

_____
Deputy City Attorney

EXHIBIT A

NORFOLK WESTERN - A PORTION OF POWHATAN AVE.

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: BEGINNING at a point that is the southwestern corner of the intersection of the right-of-ways of Powhatan Avenue and 38th Street; being shown on that certain plat entitled, "Town of Lamberts Point"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 2, Page 72; thence, from the point of beginning running along the southern right of way line of 38th Street, N 86°14'27" E, 40.00 feet, more or less, to a point; thence, leaving the southern line of 38th Street, S 03°45'33" E, 210.70 feet, more or less, to a point on the southwestern right-of-way of Powhatan Ave; thence along Powhatan right-of-way, N 37°46'33" W, 53.15 feet, more or less, to a point of curve to the right; thence, 35.62 feet along the arc of said curve, the radius of which is 60.00 feet, with a chord bearing and distance of N 20°46'03" W, 35.10 feet, more or less, to a point; thence, N 03°45'33" W, 133.08 feet, to the point of beginning, all as shown on an exhibit entitled "Exhibit Showing the Norfolk & Western Railway Company Portion of Powhatan Avenue," dated February 05, 2015 and revised August 12, 2015, being prepared by and on file with the Division of Surveys in the Department of Public Works in the City of Norfolk, Virginia as LF-333.

The above-described parcel contains 0.165 acre of land, more or less.

August 19, 2015
Checked: June 21, 2016

C: Commonwealth's Attorney

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Gregory D. Underwood
Commonwealth's Attorney

Subject: Acceptance of a Grant Award for the Violence Against Women V-STOP Program Grant

Reviewed: _____
Morgan A. Whayland
Assistant to the City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-8**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Gregory D. Underwood, Commonwealth's Attorney
800 E. City Hall Avenue, Suite 600
Norfolk, VA 23510

III. **Description:**
This agenda item is an ordinance to accept a grant award from the Virginia Department of Criminal Justice Services ("VDCJS") to support the continuation of the Violence Against Women V-Stop Program.

IV. **Analysis**
This grant award will support the continuing employment of one full-time prosecutor and one full-time advocate. The prosecutor works in conjunction with the advocate dedicated to the V-Stop program to form a team that handles the prosecution of persons who commit violent crimes against women and provides services to the victims of those violent crimes.

V. **Financial Impact**
This grant award is for $61,856. Funding in the amount of $46,392 is provided by the VDCJS and a local cash match of $15,464 is provided from the General Fund Operating Budget of the Office of the Commonwealth's Attorney.

VI. **Environmental:**
N/A

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Office of the Commonwealth's Attorney, the City Attorney's Office and the Office of Budget and Strategic Planning.

Supporting Material from the Office of the Commonwealth's Attorney:

- Ordinance
- Statement of Grant Award

6/17/16 - bjl

Form and Correctness Approved: BAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Commonwealth Attorney's Office

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 61,856.00 2275-120-8028-9160-C416
Account

Director of Finance 6/23/16 Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING GRANT FUNDS IN THE AMOUNT OF $46,392 FROM THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF CRIMINAL JUSTICE SERVICES TO SUPPORT THE CONTINUATION OF THE VIOLENCE AGAINST WOMEN V-STOP PROGRAM AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF $46,392 IN GRANT FUNDS AND $15,464 IN A LOCAL CASH MATCH FOR TOTAL GRANT FUNDING OF $61,856 FOR THE PROGRAM.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That grant funds in the amount of $46,392 from the Commonwealth of Virginia Department of Criminal Justice Services for the continuation of the Violence Against Women V-STOP Program are hereby accepted.

Section 2:- That $46,392 in grant funds are hereby appropriated and authorized to be expended for the V-STOP Program, if and when the funds are made available from the Virginia Department of Criminal Justice Services.

Section 3:- That a local cash match in the amount of $15,464 for the V-STOP Program is hereby appropriated and authorized to be expended for the V-STOP Program, if and when the funds are made available from the Norfolk's Commonwealth's Attorney's FY-16 budget.

Section 4:- That this ordinance shall be in effect from and after its adoption.

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

December 15, 2015

Mr. Marcus D. Jones
City Manager
City of Norfolk
810 Union Street, Ste 1101
Norfolk, VA 23510

Title: Violence Against Women's Act - Prosecution

Dear Mr. Jones:

I am pleased to advise you that grant number **16-U9223VA15** for the above-referenced grant program has been approved in the amount of $46,392 in Federal Funds and $15,464 in Matching Funds for a total award of $61,856.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ~~*Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).*~~

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Julia Fuller-Wilson at (804) 371-0386.

Sincerely,

Francine C. Ecker
Director

Enclosures

cc: The Hon. Gregory D. Underwood, Commonwealth's Attorney
Ms. Christine Garczynski, Acting Director of Finance
Ms. Julia Fuller-Wilson, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Norfolk City

Date: December 15, 2015

Grant Period:
From: 01/01/2016 **Through:** 12/31/2016

Grant Number: 16-U9223VA15

Project Director	Project Administrator	Finance Officer
The Hon. Gregory D. Underwood Commonwealth's Attorney City of Norfolk 800 E. City Hall Ave., Ste 600 Norfolk, VA 23510 **Phone:** (757) 664-4835 **Email:** gregory.underwood@norfolk.gov	Mr. Marcus D. Jones City Manager City of Norfolk 810 Union Street, Ste 1101 Norfolk, VA 23510 **Phone:** (757) 664-4242 **Email:** marcus.jones@norfolk.gov	Ms. Christine Garczynski Acting Director of Finance City of Norfolk 810 Union Street, Ste. 600 Norfolk, VA 23510 **Phone:** (575) 664-4106 **Email:** christine.garczynski@norfolk.gov

Grant Award Budget

Budget Categories	DCJS Funds Federal	DCJS Funds General	DCJS Funds Special	Local	TOTALS
Travel	$0	$0	$0	$0	$0
Supplies/Other	$0	$0	$0	$0	$0
Personnel	$46,392	$0	$0	$15,464	$61,856
Indirect Cost	$0	$0	$0	$0	$0
Equipment	$0	$0	$0	$0	$0
Consultant	$0	$0	$0	$0	$0
Totals	$46,392	$0	$0	$15,464	$61,856

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.

Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this day of , 20 .

Signature:

Title: CITY MANAGER

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

For the Violence Against Women's Act (V-STOP) Grant Program	
Subgrantee: Norfolk, City of	**Grant Number: 16-U9223VA15**
Federal Catalog Number 16.588	
Title: Violence Against Women's Act	**Date: December 15, 2015**

The following conditions are attached to and made a part of this grant award:

1. V-STOP funds may not be used to pay more than 75% of the costs of proposed projects. The remaining 25% or designated match must be provided by the applicant, in cash or in-kind. **All funds designated as match are restricted to the same uses as the V-STOP Program funds and must be reported and expended in the same period.** In-kind match must be documented in the same manner as grant funded activities. **All funds designated as match are restricted to the same uses as the V-STOP Program funds and must be expended in the same period.**

2. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
   - To use the grant funds only to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
   - To adhere to the approved budget contained in this award and amendments made to it in accordance with these terms and conditions;
   - And to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

3. Grant funds, including matching funds, may only be expended and/or obligated during the grant period. All legal obligations must be fulfilled no later than 90 days after the end of the grant period.

4. The Subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
   - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
   - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
   - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
   - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
   - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
   - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
   - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
   - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).

- Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
- No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under (VAWA), and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women.

5. The Subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

6. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.

7. The Subgrantee agrees to submit, by the specified deadlines, quarterly financial and bi-annual progress reports as well as any other necessary reports requested by DCJS on forms provided by DCJS. DCJS may withhold disbursement of grant funds if reports are not submitted as required. In addition to a project's implementation and performance, and the availability of funds, a key factor in determining eligibility for continuation funding will be compliance with grant financial and progress reporting requirements. **No current recipient of funding through this grant program will be considered for continuation funding if, as of the continuation application due date, any of the required financial and progress reports for the current grant are more than 30 days overdue.** For good cause, submitted in writing, DCJS will waive the provision.

8. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf.28 C.F.R. parts 66, 70.

9. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

10. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html.

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11. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://www.ovw.usdoj.gov/grantees.html.

12. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery.

13. The grantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The grantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

14. The grantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and outreach to victims about available services.

15. Subgrantee may follow their own established travel rates if they have an established travel policy. If Subgrantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate: **http://www.irs.gov/taxpros/article/0,,id=156624,00.html**: Transportation costs for air and rail must be at coach rates.

16. Within 60 days of the starting date of the project, the Subgrantee must initiate the program funded. If not started during this period, **the Subgrantee must report to the DCJS**, by letter, the steps taken to initiate the project and the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the Subgrantee must receive approval in writing from DCJS for a new implementation date or DCJS may cancel and terminate the project and redistribute the funds to another program.

17. No amendment to the approved grant budget may be made without the prior written approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested through Grants Management Information System (GMIS). No budget amendments will be allowed after October 31st.

18. The recipient agrees to notify DCJS in writing within thirty (30) days of any hiring of or change in grant-funded personnel, or any change in the Project Administrator, Project Director or Finance Officer from the persons listed in the Grant Application. To provide the required notification to DCJS, the recipient agrees to complete and submit the DCJS Program Change/Update form available on the DCJS website at: http://www.dcjs.virginia.gov/forms/sectionForms.cfm?code=9&program=victims.

19. The Subgrantee agrees to forward a copy to DCJS of the scheduled audit of this grant award.

20. Acceptance of this grant award by a local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accordance with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.

21. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

22. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to DCJS.

23. PROJECT INCOME: Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).

24. Subgrantee must submit a final report outlining the progress and accomplishments of the program on forms provided by DCJS.

25. DCJS will not disburse funds from this grant if any of the required Financial or Progress reports are overdue by more than 30 days unless you can show good cause for missing the reporting deadline.

26. DCJS will perform on-site monitoring as required. DCJS staff will notify Subgrantee in advance of the visit and forward a copy of the monitoring checklist in the notification.

27. **The applicant must assure funds budgeted for staff will not be used to replace funds already available for that purpose and will be used to expand services to victims.**

28. The Subgrantee agrees to sign up for DCJS Updates at http://www.dcjs.virginia.gov/subscribe/ for the announcements regarding trainings, funding opportunities, and information on victims services.

29. The Subgrantee agrees that DCJS, Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFC) and its representatives shall be granted access to and the right to examine all records, books, paper or documents related to the VOCA grant.

30. Prior to DCJS disbursing funds, the Subgrantee must comply with the following special conditions:

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

NOTICE

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY.

☐ ***GRANT AWARD AND SPECIAL CONDITIONS***:
Please review your Award and Special Conditions very carefully. ***Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.*** Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

☐ ***REPORTING REQUIREMENTS***
By accepting the accompanying grant award, you are agreeing to submit on-line quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and ***progress reports**** are due no later than the close of business on the 12th working day after the end of the quarter ***(*except Pre- and Post-Incarceration Services reports which are due by the last working day of the end of the following month). Also, V-STOP progress reports are submitted on a semi-annual schedule 12th working day after 6/30 and 12/31 quarters.)*** Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is also attached for your reference.

❑ ***PROGRESS REPORTS***

Refer to our website: **http://www.dcjs.virginia.gov/** for submitting progress reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance. ***Paper copies of progress reports are no longer accepted. You are required to use the online system to submit your progress reports.***

****FOR THE BYRNE/JAG PROGRAM: PLEASE NOTE, INFORMATION ON SUBMITTING QUARTERLY PROGRESS REPORTS WILL BE SEND AT A LATER DATE.***

❑ ***FINANCIAL REPORTS***

Refer to our website for submitting financial reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance. ***Paper copies of financial reports are no longer accepted. You are required to use the online system in reporting your expenditures.*** The address is: http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4

❑ ***REQUESTING GRANT FUNDS***

Refer to our website for requesting funds through the Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance.
*Please note, you can access this system using the same password assigned for the online financial reporting system. ***Paper copies of request for funds are no longer accepted. You are required to use the online system for requesting funds.***

❑ ***BUDGET AMENDMENTS***

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the online Grants Management Information System.
*Please note again that you can access this system using the same password assigned for the online financial reporting system.
Paper copies of budget amendments are no longer accepted. You are required to use the online system for submitting budget amendments.

If you have any questions, please contact Virginia Sneed at (804) 786-5491 or by e-mail at virginia.sneed@dcjs.virginia.gov.

PROJECTED DUE DATES
FINANCIAL & PROGRESS REPORTS

Reports are due by the 12th working date following the close of the quarter covered in the report. *

- ***Financial reports** are required quarterly, even if no expenditures have occurred.*

- ***Progress reports** are required as follows:*
  *Victim/Witness, SAGP and VSDVVF- **quarterly** (period ending 9/30, 12/31, 3/31, and 6/30).*
  *V-STOP- **semi-annual** (period ending 6/30 and 12/31) **and** CY **annual** (due 1/31).*
  *SASP- CY **annual** (period ending 12/31).*

QUARTER ENDING	*DUE DATE*
3/31/2016	4/18/2016
6/30/2016	7/19/2016
9/30/2016	10/19/2016
12/31/2016	1/20/2017

Please contact the appropriate DCJS staff person if you need assistance with the following:

- Financial Reports and Requests for Funds - DCJS Fiscal Services Manager Bill Dodd at 804/371-0638 or bill.dodd@dcjs.virginia.gov
- GMIS - Complete and send an email to grantsweb@dcjs.virginia.gov citing the error message received, to request assistance from the GMIS Program Coordinator DeAndrea Williams
- CIMS or VSDVVF Reporting Software- DCJS IT Contact Specialist at 804/786-4576 or 804/225-4868.
- Progress Reports and Other Requests- your assigned DCJS Grant Program Monitor.

Commonwealth of Virginia
Virginia Department of Criminal Justice Services

Grant Application

Attachment IA

Grant Program & Program Sponsor	V-STOP	Congressional District(s)	2nd, 3rd
Applicant:	Office of the Norfolk Commonwealth's Attorney	Faith Based Organization?	☐ Yes ☒ No
Applicant Federal ID Number:	54-6001455	Best Practice?	☐ Yes ☐ No
Jurisdiction(s) Served and Zip +4 Codes:	Norfolk, Virginia – 23501 23502 23503 23504 23505 23506 23507 23508 23509 23510 23511 23512 23513 23514 23515 23516 23517 23518 23519 23520 23521 23523 23529 23541 23551		
Program Sponsor	Office of the Commonwealth's Attorney	Congressional District(s)	
Program Title:	V-STOP Violence Against Women	Certified Crime Prevention Community?	☐ Yes ☒ No
Grant Period:	January 1, 2016- December 31, 2016	DUNS NUMBER:	74740069
Type of Application:	☒ Continuation	☒ Continuation of Grant Number 15-T9223VA14	☐ Rural ☒ Urban ☐ Suburban

	Project Director	Project Administrator	Finance Officer
Name:	The Hon. Gregory D. Underwood	Mr. Marcus D. Jones	Ms. Christine Garczynski
Title:	Commonwealth's Attorney City of Norfolk	City Manager City of Norfolk	Acting Dir of Finance/Debt Mgr City of Norfolk
Address including Zip+4:	800 E. City Hall Avenue, Ste 600 Norfolk, VA 23510	810 Union Street, Ste 1101 Norfolk, VA 23510	810 Union Street, Ste 600 Norfolk, VA 23510
Phone:	757-664-4835	757-664-4242	757-664-4106
Fax:	757-664-4445	757-664-4239	757-664-4110
E-Mail:	gregory.Underwood@norfolk.gov	Marcus.jones@norfolk.gov	christine.garczynski@norfolk.gov

Signature of Project Administrator:

Brief Project Description:

The Norfolk Commonwealth's Attorney's Office is requesting V-STOP continuation funding for a full time prosecutor. Our office worked with 1278 domestic violence victims and 11 stalking victims in the 2014 calendar year. Our office worked with 675 domestic violence victims and 2 stalking victims in the first half of 2015. This office projects serving 1350 domestic violence victims and 4 stalking victims in 2016.

Project Budget	DCJS Funds		Local Match	Total Requested
	Federal	State		
Personnel	$46,392		$15,464	$61,856
Consultants				
Travel				
Equipment				
Supplies/Other				
Indirect Costs				
Total Requested				

ITEMIZED BUDGET

Attachment IIA

1. Personnel/Employees				DCJS FUNDS	APPLICANT MATCH		TOTAL
Name of Employees	Position Titles	Annual Salary	Hours devoted	Federal VSTOP Funds	CASH	IN-KIND	
Susan Brock	Attorney I	55,621	2080	$ 46,392.00	$ 9,229.00		$ 55,621.00
							$ -
							$ -
							$ -
							$ -
			TOTAL:	$ 46,392.00	$ 9,229.00	$ -	$ 55,621.00
Fringe Benefits		Pro-rated Salary					
FICA %= 7.65	7.65%	$ 55,621.00			$ 4,255.00		$ 4,255.00
Retirement							$ -
Group Life Insurance	0.08%						$ -
Other (itemize): Health Insurance					$ 1,980.00		$ 1,980.00
			TOTAL:	$ -	$ 6,235.00	$ -	$ 6,235.00
			TOTAL PERSONNEL (a+b):	$ 46,392.00	$15,464.00	$ -	$ 61,856.00
2. Consultants (including travel and subsistence)							
a. Individual Consultants							
Type:							$ -
Hours Devoted:							$ -
			TOTAL:	$ -	$ -	$ -	$ 61,856.00
b. Organizations and Associations							
Type:							$ -
Fee:							$ -
Time Devoted:							$ -
			TOTAL:	$ -	$ -	$ -	$ 61,856.00
c. Consultant's subsistence and travel							
Number of days:							$ -
Rate/per day:							$ -
			TOTAL:	$ -	$ -	$ -	$ 61,856.00
			TOTAL CONSULTANTS (a+b+c):	$ -	$ -	$ -	$ -
3. Travel and Subsistence for Project Personnel *(Mileage rate cannot exceed the federal rate of $.575/per mile)*							
a. Local Mileage _____ X _____ per mile							$ -
b. Non-Local Miles _____ X _____ per mile							$ -
c. Subsistence _____ days X _____ per day							$ -
d. Air or other fares _____							$ -
			TOTAL TRAVEL:	$ -	$ -	$ -	$ -

ITEMIZED BUDGET *(continued)*

Attachment IIA

4. Equipment	DCJS FUNDS	APPLICANT MATCH		TOTAL

Type	Quantity	Unit Price	Purchase or Rental	Federal VSTOP Funds	CASH	IN-KIND	
							$ -
							$ -
							$ -
							$ -
							$ -
TOTAL EQUIPMENT :				$ -	$ -	$ -	$ -

5. Supplies and Other Expenses

Type	Quantity	Price				
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
TOTAL SUPPLIES AND OTHER :			$ -	$ -	$ -	$ -

6. Indirect Costs

							$ -
							$ -
							$ -
TOTAL INDIRECT COSTS :				$ -	$ -	$ -	$ -
GRAND TOTAL:				$ 46,392	$ 15,464	$ -	$ 61,856

7. Cash Funds *(Cash funds from other than grant program supporting this project- itemize)(Do not add to requested Project Budget Summary accounts.)*

				$ -
				$ -
				$ -
TOTAL CASH FUNDS :	$ -	$ -	$ -	$ -

Required Match *(Required for law enforcement, prosecution, courts, and discretionary grantees)* =	$ 15,464

BUDGET NARRATIVE- CY 2016

The Office of the Commonwealth's Attorney is requesting continuation funding to support the salary and fringe benefits of one full-time prosecutor and one full-time advocate. The cash match figure is 25% of the Federal Funding. A detailed breakdown of the proposed budget follows containing the 2016-2018 Maximum Award amounts:

Federal:	**$46,392.00**
Match:	**$15,464.00**
In-Kind:	**$0.00**
GRAND TOTAL:	**$61,856.00**

While the Continuation Funding and Match total $61,856.00, the cost of the Norfolk Commonwealth's Attorney's Office VSTOP Program is much higher. The true cost of salaries for the VSTOP Attorney, VSTOP Advocate, and 5 other attorneys who contribute a portion of their time is approximately $123,474 Salaries, $9,446 FICA, $987 Group Life and $13,959 Health Insurance.

Personnel

$46,392 in federal funds is requested to fund a portion of the prosecutor's full time salary of $55,621. The remaining salary of $9,229, FICA of $4,225 and $1,980 of the Health Insurance expense is funded by the 25% Cash Match. **The $46,392.00 is the 2016 – 2018 Maximum Award Amount.** The VSTOP Prosecutor works in conjunction with a full time Victim Advocate dedicated to the VSTOP program and 5 additional prosecutors funded through the Commonwealth's

Attorney's budget to form a team that handles domestic violence, sexual assault, dating violence and stalking cases and the victims associated with these cases.

Benefits

Fringe benefits are consistent with those received by employees of the City of Norfolk and adhere to the city's policy concerning grant funded positions. The full-time VSTOP Attorney receives FICA at 7.65% of salary which is $4,225. While the cost of Health Insurance for a full-time attorney is $5,808, only $1,198 is charged to the VSTOP Grant. The remaining Health Insurance is paid by the Commonwealth's Attorney's budget.

Consultants

There are no funds requested in this category.

Travel and subsistence

There are no funds requested in this category.

Equipment

There are no funds requested in this category.

Indirect Costs

Not allowed.

Cash funds from sources other than grant program supporting this project

$15,464 will be funded by the general operating budget of the Commonwealth's Attorney.

C: Dir., Sheriff Robert McCabe

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Sheriff Robert J. McCabe

Subject: Special Revenue Appropriations for the Sheriff's Classification Specialists

Reviewed: _____
Morgan A. Whayland
Assistant to the City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-9**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Sheriff's Office

III. **Description:**
This agenda item is an ordinance appropriating funds in the amount of $178,600 from the Inmate Commissary Account to provide salary and benefits for three (3) full-time Inmate Classification Specialists in the Norfolk City Jail.

IV. **Analysis**
This is a continuation project involving the Inmate Classification Specialists as recommended by the Sheriff. The ordinance appropriates $178,600, if and when available in the Inmate Commissary Account, for the Sheriff to employ three full-time Inmate Classification Specialists as recommended by the Sheriff. These employees are not City employees.

The funds for these positions are derived from the net profits of the operation of the Norfolk City Jail Canteen, which the Sheriff is authorized to use for the benefits of prisoners. These employees provide intake, case management and classification services for the benefit of the inmates in the Norfolk City Jail.

V. **Financial Impact**
There is no fiscal impact to the Sheriff's allocated budget.

VI. **Environmental**
N/A

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Norfolk Sheriff's Office and the City Attorney's Office.

Supporting Material from the Sheriff's Department:

- Ordinance

6/15/2016 JEC/11

Form and Correctness Approved: BAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Sheriff

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 178,600.00 2275-6-8618-9165
Account

_____ 6/23/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROPRIATING ONE HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED DOLLARS ($178,600) IF AND WHEN RECEIVED FROM THE SHERIFF AND AUTHORIZING THE EXPENDITURE THEREOF TOWARDS SALARIES AND BENEFITS FOR THREE SHERIFF EMPLOYEES.

- - -

WHEREAS, the Sheriff of the City of Norfolk, Virginia desires to continue to employ during fiscal year 2017 three (3) persons as Inmate Classification Specialists, said positions having been previously created and filled by the Sheriff for service in the Jail during earlier fiscal years; and

WHEREAS, "Inmate Classification Specialist" is an employee classification previously created by the Sheriff, the salary and benefits of which (including retirement through the Virginia Retirement System) were previously established by the Sheriff; and

WHEREAS, the Sheriff is authorized by Virginia Code Section 53.1-127.1 to use funds from his Inmate Commissary Account for the benefit of prisoners; and it has been represented by the Sheriff that funds of at least One Hundred

Seventy Eight Thousand Six Hundred Dollars ($178,600.00) exists within that account and are therefore available to be disbursed through the City's Department of Finance in the same manner as the funds for the salaries and benefits of other employees of the Sheriff; and

WHEREAS, the positions the Sheriff created are not City positions and the employees appointed to them are not City employees and do not have the rights or benefits accruing to City employment; and

WHEREAS, the Sheriff created the positions and appointed the employees and any rights they may have pursuant to their appointment, such as membership in the Virginia Retirement System, only accrue from the Sheriff's lawful action and their status as Sheriff's employees; and

WHEREAS, no part of the funding of their salaries or benefits will be provided by the City; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the sum of One Hundred Seventy Eight Thousand Six Hundred Dollars ($178,600.00) is hereby appropriated and authorized to be expended, if and when received by the City from the Sheriff in the form of Inmate Commissary Account funds, toward the continued funding of the salaries and benefits of three (3) employees for the Sheriff in positions created by the Sheriff titled Inmate Classification Specialist.

Section 2:- That such positions are not City positions, they are constitutional officer positions created by the Sheriff; that the assignment of City class titles, position numbers and similar designations

to them is for administrative purposes only; that the persons the Sheriff appoints into these positions are not City employees; and that their rights to salaries and benefits, such as membership in the Virginia Retirement System, are as may be lawfully determined by the Sheriff, the State Compensation Board and the laws of the Commonwealth of Virginia.

Section 3:- That this ordinance shall be in effect from and after the date of its adoption.

NORFOLK SHERIFF'S OFFICE		SR #		
CLASSIFICATION OFFICE		ORIDANCE #		
TITLE: CLASSIFICATION SPECIALISTS				
FY 16 BUDGET				
OBJECT CODE	DESCRIPTION			
5110	SALARIES	132,285		
5140	F.I.C.A.	10,119		
5142	HOSPITALIZATION	16,995		
5148	GROUP LIFE INSURANCE	3,685		
5150	RETIREMENT	15,516		
	TOTAL EXPENSES	178,600		

NORFOLK SHERIFF'S OFFICE **TITLE: CLASSIFICATION**
CLASSIFICATION DIVISION
FY 17 PAYROLL BUDGET

LAST NAME	FIRST NAME	CP#	5110 SALARY	5140 F.I.C.A.	5142 INSURANCE	5150 RETIREMENT	5148 GROUP
Williams	Alan	8446	46,972	3,593	5,665	5,509	1,310
Doyle	William	8447	44,736	3,422	5,665	5,247	1,248
McClam,	Edom	9611	40,577	3,104	5,665	4,760	1,127
TOTAL PR & FRINGES			132,285	10,119	16,995	15,516	3,685
ROUND TO NEAREST $ 500							

C: Dir., Sheriff Robert McCabe

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Sheriff Robert J. McCabe

Subject: Special Revenue Appropriations for the Sheriff's Community Corrections Program

Reviewed: _____
Morgan A. Whayland
Assistant to the City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-10**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Sheriff's Office

III. **Description:**
This agenda item is an ordinance appropriating funds in the amount of $490,000 for the Norfolk Sheriff's Office Community Corrections Program. This provides the necessary revenues and expenditures to support the activities for FY 2017.

IV. **Analysis**
This is a continuation project involving the Community Corrections Program as recommended by the Sheriff. The ordinance provides for the continuation of funding for Sheriff's positions in the following programs: Electronic Monitoring, Inmate Work Force and Work Release. A total of twelve (12) staff positions support these programs.

V. **Financial Impact**
There is no fiscal impact to the Sheriff's FY 2017 allocated budget.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. **Board/Commission Action**
N/A

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Norfolk Sheriff's Office and the City Attorney's Office.

Supporting Material from the Sheriff's Department:

- Ordinance

6/15/2016 JEC/11

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Sheriff

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

SBH $ 490,000 00 2275-6-8216-9163
Account

Director of Finance 6/22/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE ACCEPTANCE OF RECEIPTS FROM A SPECIAL REVENUE PROJECT, THE SHERIFF'S COMMUNITY CORRECTIONS PROGRAM, APPROPRIATING FOUR HUNDRED NINETY THOUSAND DOLLARS ($490,000.00) FOR FISCAL YEAR 2017, AUTHORIZING THE EXPENDITURE THEREOF BY THE SHERIFF, AUTHORIZING THE SHERIFF'S CONTINUED EMPLOYMENT OF TWELVE (12) PERSONS FOR THE PROGRAM AND PROVIDING FUNDS FOR THEIR SALARIES AND BENEFITS.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the sum of Four Hundred Ninety Thousand Dollars ($490,000.00) in funds generated by the Sheriff's Community Corrections Program (Work Release, Inmate Work Force and Electronic Monitoring) is hereby accepted and appropriated if and when it is received from the Sheriff, all funds to be used for fiscal year 2017 to meet jail support and other capital needs as approved by the City Manager upon the recommendation of the Sheriff.

Section 2:- That the City Manager is hereby authorized to continue to fund the salaries and benefits of twelve (12) positions in the following job classifications in the Community Corrections Program, the positions having been previously created and filled by the Sheriff. Such positions shall not be City positions and the persons appointed by the Sheriff to fill them shall not be City employees. All such positions shall be Sheriff's positions; all employees appointed to them shall be employees of the Sheriff, and they shall receive such salary and benefits as may be determined by the Sheriff, the State Compensation Board and/or by the laws of the Commonwealth of Virginia. All rights that such employees may have pursuant to their appointment, such as membership in the Virginia Retirement System, shall only accrue from the Sheriff's lawful action and their status as the Sheriff's employees. The assignment of class

titles, position numbers and plan/code designations to these positions is for administrative purposes only and in no way indicates City employment.

Norfolk Sheriff's Office

No.	Class Title	Position No.	Plan/Grade
6	Deputy Sheriffs	0716, 0717, 0722 7232, 8502, 8503	SHF 002
1	Family Services Worker II	7762	1/11 (7/1/14) 1/12 (1/8/15)
5	Secretary I	0715, 0718, 0720 5890, 6026	SHC-3

Section 3:- That this ordinance shall be in effect from and after its adoption.

NORFOLK SHERIFF'S OFFICE		SR #		
COMMUNITY CORRECTIONS DIVISION		ORDINANCE #		
TITLE: COMMUNITY CORRECTIONS				
FY 17 BUDGET				
OBJECT CODE	DESCRIPTION			
5110	SALARIES	294,733		
5140	F.I.C.A.	22,486		
5142	HOSPITALIZATION	50,985		
5148	GROUP LIFE INSURANCE	8,290		
5150	RETIREMENT	34,483		
5211	REPAIRS - PORTABLE EQUIP.	12,000		
5217	REPAIRS - AUTOMOTIVE	31,295		
5232	SUPPLIES - OFFICE	2,000		
5238	SUPPLIES - DRUG TEST & COUNSELING	7,000		
5239	SMALL TOOLS	2,000		
5411	EQUIPMENT - PORTABLE	13,728		
5412	EQUIPMENT - AUTO	9,000		
5415	EQUIPMENT - HOUSEHOLD	2,000		
	TOTAL EXPENSES	490,000		
				.

NORFOLK SHERIFF'S OFFICE — **TITLE: WORK RELEASE**

COMMUNITY CORRECTIONS DIVISION

FY 17 PAYROLL BUDGET

LAST NAME	FIRST NAME	CP#	5110 SALARY	5140 F.I.C.A.	5142 INSURANCE	5150 RETIREMENT	5148 Group In
Brown	Joseph	715	34,364	2,629	5,665	4,034	962
Stevenson	Ceila	720	27,445	2,100	5,665	3,222	769
Vacant		6026					
TOTAL PR & FRINGES			61,809	4,729	11,330	7,256	1,731
ROUND TO NEAREST $ 500							

NORFOLK SHERIFF'S OFFICE — **TITLE: ELECT. MONITORING**

COMMUNITY CORRECTIONS DIVISION

FY 17 PAYROLL BUDGET

LAST NAME	FIRST NAME	CP#	5110 SALARY	5140 F.I.C.A.	5142 INSURANCE	5150 RETIREMENT	5148 GROUP
Boyd,	Allison	7762	42,605	3,259	5,665	4,998	1,189
Giles	Ann	5890	41,579	3,180	5,665	4,877	1,160
TOTAL PR & FRINGES			84,184	6,439	11,330	9,875	2,349
ROUND TO NEAREST $ 500							

NORFOLK SHERIFF'S OFFICE			TITLE: WORK FORCE				
COMMUNITY CORRECTIONS DIVISION							
FY 17 PAYROLL BUDGET							
			5110	5140	5142	5150	5148
LAST NAME	FIRST NAME	CP#	SALARY	F.I.C.A.	INSURANCE	RETIREMENT	GROUP
Allen	James	8502	38,769	2,966	5,665	4,548	1,082
VACANT		8503			5,665		
Chade	Christan	722	36,148	2,765	5,665	4,144	988
Bean	K	718	37,712	2,885	5,665	4,424	1,052
VACANT		717					
McInnis	Tanula	716	36,111	2,762	5,665	4,236	1,007
VACANT		7232					
TOTAL PR & FRINGES			148,740	11,378	28,325	17,352	4,129
ROUND TO NEAREST $ 500							

C: Dir., Sheriff Robert McCabe

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Sheriff Robert J. McCabe

Subject: Special Revenue Appropriations for the Sheriff's Deputy Fund

Reviewed: _____
Morgan A. Whayland
Assistant to the City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-11**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Sheriff's Office

III. **Description:**
This agenda item is an ordinance appropriating funds in the amount of $35,000, if and when received from the Deputy Fund, for the Sheriff to provide certain employment benefits to his employees. This amount represents expected revenues in the Deputy Fund Special Revenue Account during FY 2017.

IV. **Analysis**
The ordinance appropriates $35,000 based on the expected revenues from the vending machine sales, locker rentals and notary charges in the Norfolk City Jail during FY 2017. The Sheriff will use the funds for staff-wide functions, extending condolences and congratulations to staff members and employee of the month awards to sheriff employees.

V. **Financial Impact**
There is no fiscal impact to the Sheriff's Fiscal Year 2017 allocated budget. The funds are based on expected revenues from vending machine sales, locker rentals and notary charges in the Norfolk City Jail during FY 2017.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Norfolk Sheriff's Office and the City Attorney's Office.

Supporting Material from the Sheriff's Department:

- Ordinance

6/15/16 JEC/ll

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Sheriff

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 35,000.00 2215-6-9166-9166
Account

Director of Finance 6/23/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROPRIATING THIRTY FIVE THOUSAND DOLLARS ($35,000.00) AND AUTHORIZING THE EXPENDITURE THEREOF BY THE SHERIFF, IF AND WHEN RECEIVED FROM THE DEPUTY FUND SERVICE SPECIAL REVENUE ACCOUNT, TO PAY FOR HOLDING FUNCTIONS FOR HIS EMPLOYEES, EXTENDING CONDOLENCES AND CONGRATULATIONS TO HIS EMPLOYEES AND SIMILAR INCENTIVE-RELATED BENEFITS FOR HIS EMPLOYEES.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That Thirty Five Thousand Dollars ($35,000.00) is hereby appropriated and the Sheriff is authorized to expend them, if and when received from the Deputy Fund Service Special Revenue Account (the funds of which come from the profits from jail vending machine sales, locker rentals and notary fee charges), to pay for holding functions for his employees, extending condolences and congratulations to his employees and for similar, incentive-related benefits for his employees, such as employee of the month awards.

Section 2:- That this ordinance shall be in effect from and after its adoption.

C: Dir., Sheriff Robert McCabe

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Sheriff Robert J. McCabe

Subject: Special Revenue Appropriations for the United States Marshall Service

Reviewed: Morgan A. Whayland
Assistant to the City Manager

Ward/Superward: Citywide

Approved: Marcus D. Jones, City Manager

Item Number: **R-12**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Sheriff's Office

III. **Description:**
This agenda item is an ordinance appropriating funds if and when received from the United States Marshall Service in the amount of $200,000 for the continued operation of certain programs in the Sheriff's Office. The amount represents expected revenues from payments to house federal inmates during FY 2017.

IV. **Analysis**
This ordinance provides appropriations, if and when received, from the United States Marshall Service as recommended by the Sheriff and approved by the City Manager. The appropriation will enable the Sheriff to continue funding employee training and jail operation expenses. The appropriation is requested in conformance with state accounting for the Sheriff's Office.

V. **Financial Impact**
There is no fiscal impact to the Sheriff's allocated budget. The funds are based on expected revenue from payments to house federal inmates in the Norfolk City Jail during FY 2017.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This ordinance has been coordinated with the Norfolk Sheriff's Office and the City Attorney's Office.

Supporting Material from the Sheriff's Department:

- Ordinance

6/15/2016 JEC/ll

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Sheriff

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 200,000.00 — 2275-6-7299-9164
Account

Director of Finance — 6/23/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROPRIATING TWO HUNDRED THOUSAND DOLLARS ($200,000.00) FROM THE U.S. MARSHAL SERVICE SPECIAL REVENUE ACCOUNT, IF AND WHEN RECEIVED, AND AUTHORIZING THE EXPENDITURE THEREOF AT THE DIRECTION OF THE SHERIFF TO PAY FOR VARIOUS EMPLOYEE BENEFITS, EQUIPMENT PURCHASES AND MAINTENANCE COSTS RELATED TO PROGRAMS DESIGNED TO IMPROVE THE EFFICIENCY 0F THE JAIL.

- - -

BE IT ORDAINED by the Council of the City of Norfolk.

Section 1:- That the sum of Two Hundred Thousand Dollars ($200,000.00) is hereby appropriated from the U.S. Marshal Service Special Revenue Fund, if and when received from the U.S. Marshal Service, to be disbursed and expended at the direction of the Sheriff for the following purposes: (a) to pay for fitness and education allowances and other personnel incentive programs for his employees; and (b) to pay for the equipment purchases and maintenance costs of programs such as the Video Visitation System, designed to improve the efficient running of the Norfolk City Jail.

Section 2:- That this ordinance shall be in effect from and after its adoption.

C: Dir., Sheriff Robert McCabe

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 12, 2016

From: Sheriff Robert J. McCabe

Subject: Special Revenue Appropriations for the United States Marshall Service

Reviewed: Kim Markowski, Assistant to City Manager

Ward/Superward: City-wide

Approved:

Item Number:

_____
Marcus D. Jones, City Manager

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Sheriff's Office

III. **Description:**

This agenda item is an ordinance appropriating funds if and when received from the United States Marshall Service in the amount of $200,000 for the continued operation of certain programs in the Sheriff's Office. The amount represents expected revenues from payments to house federal inmates during Fiscal Year 2017.

IV. **Analysis**

This ordinance provides appropriations, if and when received, from the United States Marshall Service as recommended by the Sheriff and approved by the City Manager. The appropriation will enable the Sheriff to continue funding employee training and jail operation expenses. The appropriation is requested in conformance with State Accounting for the Sheriff's Office.

V. **Financial Impact**

There is no fiscal impact to the Sheriff's allocated budget. The funds are based on expected revenue from payments to house federal inmates in the Norfolk City Jail during Fiscal Year 2017.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VI. Environmental
N/A

VII. Community Outreach/Notification
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action
N/A

IX. Coordination/Outreach
This ordinance has been coordinated with the Norfolk Sheriff's Office and the City Attorney's Office.

Supporting Material from the Sheriff's Department:

- Ordinance

Agenda Overview

It is recommended that the City Council approve the ordinance to appropriate $240,000 from the United States Marshall Service. These funds assure the continual successful operation of the Norfolk City Jail.

Marcus, please approve text for Agenda Overview

❒ Approved

❒ Approved with changes

From Department Head to City Manager

This agenda item appropriates the expected revenues from payments to house federal inmates in the Norfolk City Jail during Fiscal Year 2017. The appropriation will enable the Sheriff to continue funding employee training and jail operation expenses.

NORFOLK SHERIFF'S OFFICE		SR #		
		ORDINANCE #		
TITLE: U.S. MARSHALL SERVICE				
FY 17 BUDGET				
OBJECT CODE	DESCRIPTION			
5130	EDUCATION/FITNESS	75,000		
5405	EQUIPMENT-SOFTWARE	65,000		
5307	OTHER CONTRACTUAL SERVICES	60,000		
	TOTAL EXPENSES	200,000		

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
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NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

R-13

Re: Tax Overpayment
Alion Science & Technology Corporation

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Alion Science & Technology Corporation in the amount of $19,210.16 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $19,210.16, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

6/27/2016MR
Form and Correctness Approved:
By _____
Office of the City Attorney

Contents Approved:
By _____
Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 19,210.16 (Refund) 10001050204022 (Account)
$ 318.89 (Interest) 10001050204024 (Account)

_____ 7/6/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO ALION SCIENCE & TECHNOLOGY CORPORATION BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Alion Science & Technology Corporation for the tax year 2016, and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $19,210.16, plus interest; now, therefore

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That $19,210.16, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Alion Science &

Technology Corporation for the tax year 2016.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Alion Science & Technology Corporation in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Alion Science & Technology Corp
Account Number
4237/044378

June 21, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business personal property tax revenue by **$19,210.16** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business personal property overpayment of **$19,210.16.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $19,210.16 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business Personal Property Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date 6/24/16

Bernard Pishko, City Attorney — Date 6/28/16

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
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MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

R-14

Re: Tax Overpayment
Archer Western Contractors, LLC

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Archer Western Contractors, LLC in the amount of $13,442.53 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $13,442.53, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

6/27/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 13,442.53 (Refund) 1000 105020 4022 (Account)

$ 223.15 (Interest) 1000 105 020 4024 (Account)

_____ (Director of Finance) 7/6/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO ARCHER WESTERN CONTRACTORS, LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Archer Western Contractors, LLC for the tax year 2016, and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $13,442.53, plus interest; now, therefore

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That $13,442.53, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Archer Western

Contractors, LLC for the tax year 2016.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Archer Western Contractors, LLC in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Archer Western Contractors LLC
Account Number
132496/903640

June 21, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business personal property tax revenue by **$13,442.53** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business personal property overpayment of **$13,442.53.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $13,442.53 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business Personal Property Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date 6/24/16

Bernard Pishko, City Attorney — Date 6/28/16

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
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HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

R-15

Re: Tax Overpayment
Campostella Builders & Supply Corporation

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Campostella Builders & Supply Corporation in the amount of $7,361.07 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $7,361.07, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

6/27/2016MR

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 7,361.07 — 1000105020 4022
Refund — Account

$ 122.19 — 1000105020 4024
Interest — Account

_____ 7/6/16
Director of Finance — Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO CAMPOSTELLA BUILDERS & SUPPLY CORPORATION BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Campostella Builders & Supply Corporation for the tax year 2016, and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $7,361.07, plus interest; now, therefore

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That $7,361.07, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Campostella Builders &

Supply Corporation for the tax year 2016.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Campostella Builders & Supply Corporation in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Campostella Builders & Supply Corp
Account Number
18684/017411

June 21, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business personal property tax revenue by **$7,361.07** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business personal property overpayment of **$7,361.07.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $7,361.07 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business Personal Property Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date 6/24/16

Bernard Pishko, City Attorney — Date 6/28/16

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
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MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

R-16

Re: Tax Overpayment
Titan Virginia Ready-Mix LLC

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Titan Virginia Ready-Mix LLC in the amount of $11,659.57 based upon the overpayment of its Business Personal Property Tax for the tax year 2016, resulting in a refund due of $11,659.57, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

6/27/2016MR
Form and Correctness Approved:
By _____
Office of the City Attorney

Contents Approved:
By _____
Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 11,659.57 (Refund) 10001050204022 (Account)
$ 96.77 (Interest) 10001050204024 (Account)

_____ 7/6/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO TITAN VIRGINIA READY-MIX LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS PERSONAL PROPERTY TAX FOR THE TAX YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business personal property tax was erroneously overpaid by Titan Virginia Ready-Mix LLC for the tax year 2016, and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $11,659.57, plus interest; now, therefore

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That $11,659.57, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Titan Virginia Ready-Mix

LLC for the tax year 2016.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Titan Virginia Ready-Mix LLC in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Titan Virginia Ready Mix LLC
Account Number
72820/800123

June 22, 2016

Overview:

Taxpayer paid statutory assessment on business personal property. When a filing detailing taxpayer's actual business personal property was received and calculated, taxpayer should be refunded the difference between the statutory assessment and the actual assessment.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business personal property tax revenue by **$11,659.57** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business personal property overpayment of **$11,659.57.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $11,659.57 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business Personal Property Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — 6/24/16 Date

Bernard Pishko, City Attorney — 6/28/16 Date

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
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MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

July 19, 2016

To the Honorable Council
City of Norfolk, Virginia

R-17

Re: Tax Overpayment
First Team Auto Norfolk, LLC

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to First Team Auto Norfolk, LLC in the amount of $31,361.65 based upon the overpayment of its Business License Tax for the tax year 2015, resulting in a refund due of $31,361.65, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

First Team Auto Norfolk, LLC
Account Number
828727/914758

July 7, 2016

Overview: First Team Auto Norfolk LLC overpaid its 2015 BPOL tax. The taxpayer made an error computing its gross receipts. Taxpayer reported more in gross receipts than the business made in 2014. The taxpayer overpaid their BPOL tax in the amount of $31,361.65. See the attached letter.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business license tax revenue by **$31,361.65** for the 2017 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business license overpayment of **$31,631.65.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $31,361.65 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — 7/7/16 Date

Bernard Pishko, City Attorney — 7/7/16 Date

7/8/2016MR
Form and Correctness Approved:
By _____
Office of the City Attorney

Contents Approved:
By _____
Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ $31,361.65 1000 104 010 4101 01
Refund Account

$ 2,665.74 1000 104 010 4101 03
Interest Account

_____ 7/10/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO FIRST TEAM AUTO NORFOLK, LLC BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE TAX YEAR 2015.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by First Team Auto Norfolk, LLC for the tax year 2015, and has corrected this assessment in accordance with Virginia Code § 58.1-3981;

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $31,361.65, plus interest; now, therefore

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That $31,361.65, plus interest at the rate established by applicable law, is hereby appropriated for a refund to First Team Auto Norfolk, LLC for the tax year 2015.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to First Team Auto Norfolk, LLC in the amount specified above as soon as practicable upon passage of this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.

City of NORFOLK

C: Dir., Department of Public Works

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: David L. Ricks, Director of Public Works

Subject: Right of Entry Agreement for VDOT's Military Highway Continuous Flow Intersection Project

Reviewed: _____
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-18**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to authorize a Right of Entry Agreement between the City of Norfolk (the "City"), the Commonwealth of Virginia, Department of Transportation ("VDOT"), and Corman-E.V. Williams, a Joint Venture ("CEV") for improvements to property located between 1209 and 1387 N. Military Highway for work related to the Military Highway Continuous Flow Intersection Project (the "Project").

IV. **Analysis**
- The right of entry is required for construction of the Project.
- This agreement supports the Project that will produce capacity improvements along one of the most important retail corridors in the region as well as an important connecting route for traffic to and from economic centers located at Norfolk International Airport, Naval Station Norfolk, and the Joint Expeditionary Base Little Creek.
- The City is willing to permit VDOT and CEV to enter upon the property for purposes of installation of erosion and sediment control measures, clearing, placement of fill, installation of wick drains, and installation of storm drain outfalls.
- The right of entry permission granted shall be from August 1, 2016 to August 1, 2017.

V. **Financial Impact**
There is no financial impact associated with this right-of-entry.
- The construction of this project will improve the City's infrastructure and improve safety and quality of life, with the potential for encouraging economic development within the City.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

VI. Environmental

N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of Public Works and the City Attorney's office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A: Right of Entry
- Exhibit B: Legal Description

6/28/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION AND CORMAN-E.V. WILLIAMS, A JOINT VENTURE, FOR WORK RELATED TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION MILITARY HIGHWAY CONTINUOUS FLOW INTERSECTION PROJECT.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the City Manager is hereby authorized to enter into a right of entry agreement, a copy of which is attached hereto as Exhibit A, on behalf of the City of Norfolk with the Commonwealth of Virginia, Department of Transportation and Corman-E.V. Williams, A Joint Venture, relative to certain city-owned property located between 1209 and 1387 N. Military Highway and adjacent to the right-of-way of N. Military Highway in the City of Norfolk, such parcel of property being designated in Exhibit B attached hereto, for work related to the Virginia Department of Transportation Military Highway Continuous Flow Intersection Project.

Section 2:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the right of entry agreement as he may deem necessary, consistent with the purposes stated herein, and to do all things necessary and proper to implement the agreement.

Section 3:- That this ordinance shall be in effect from and after the date of its adoption.

EXHIBIT A TO ORDINANCE

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this _____ day of July, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (hereinafter "City"), Grantor, the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION** (hereinafter "VDOT") and **CORMAN-E.V. WILLIAMS, A JOINT VENTURE** (hereinafter "CEV"), Grantees.

WITNESSETH:

WHEREAS, the City owns certain city-owned property located between 1209 and 1387 N. Military Highway and adjacent to the right-of-way of N. Military Highway in the City of Norfolk, said properties being shown on Exhibit A and described on Exhibit B attached hereto ("Property"); and

WHEREAS, VDOT has initiated a project for certain improvements to Military Highway known as the Military Highway Continuous Flow Intersection Project (the "Project"); and

WHEREAS, CEV was hired by VDOT for work as part of the Project; and

WHEREAS, in order complete the Project, CEV will need access to the Property for the purposes of installation of erosion and sediment control measures, clearing, placement of fill, installation of wick drains, and installation of storm drain outfalls in relation to the Project; and

WHEREAS, VDOT and CEV have requested permission to utilize the Property for such purpose, to which the City is agreeable upon certain terms and conditions.

NOW, THEREFORE, the City hereby grants to VDOT and CEV, their employees, agents, subcontractors and consultants, permission to enter upon and use the Property for the purposes set forth above upon the following terms and conditions:

1. The permission granted by this Agreement shall commence on August 1, 2016 and will terminate on August 1, 2017, subject to the City's right of revocation at any time in its sole discretion.

2. The City shall have access to the Property at all times.

3. Except as otherwise provided herein, VDOT and CEV shall take all necessary measures to ensure that the Property is returned to its original condition.

4. The City shall have the right to make periodic inspections of the manner in which CEV is using the Property and CEV shall exercise reasonable care in the performance of its work and other authorized activities.

5. Any costs associated with violations of the law, including but not limited to, remediation, clean-up costs, fines, administrative or civil penalties or charges, and third-party claims imposed on the City by any regulatory agency or by any third-party as a result of the noncompliance with applicable Federal, State or local environmental laws, regulations or nuisance statutes by VDOT and CEV, or by any of their subcontractors, consultants or sub-consultants, in connection with the work or other activities contemplated herein, shall be paid by VDOT and/or CEV.

6. CEV, at their own cost and expense, shall take out and keep in full force and effect during the term of this Agreement general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming VDOT and the City as an additional insured in the amount of at least $1,000,000 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or VDOT and/or CEV, and their successors and assigns, for any injury to, or death of

any person or persons, or for any damage to, or destruction of Properties resulting from CEV's use of the Property, with evidence of such insurance being provided to the City.

7. The City shall not be responsible or liable for injuries to persons, including death or damage to the Property, when such injuries or damages are caused by or result from CEV's use of the Property under the terms of this Agreement, and CEV agrees to indemnify and hold harmless the City from and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to any person or the Property, arising or resulting, directly or indirectly, from CEV's use of the Property under this Agreement.

8. This Agreement shall not be assigned by VDOT or CEV to any other party or entity.

9. Upon completion of the Project and all other activities on the Property permitted by this Agreement, VDOT and CEV shall leave the Property in the same condition as they existed prior to their entry upon the Property.

10. In exercising the rights granted hereby and undertaking activity pursuant to this Agreement, VDOT and CEV shall act in accordance with the applicable laws of the Commonwealth of Virginia and any other governmental body, State or Federal, having jurisdiction over such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

(SIGNATURE PAGES FOLLOW)

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the ____ day of_____, 20___, do hereby certify that_____, _____ (Title) of the Virginia Department of Transportation, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.:_____

CORMAN-E.V. WILLIAMS, A JOINT VENTURE

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____, Commonwealth of Virginia, whose term of office expires on the ____ day of_____, 20___, do hereby certify that_____, _____ (Title) of Corman-E.V. Williams, A Joint Venture, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

CITY OF NORFOLK

By:_____ (SEAL)
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public of the City of Norfolk, State of Virginia, whose term of office expires on the _____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2016.

_____
Notary Public
Registration No.:_____

APPROVED AS TO CONTENT:

_____
Director of Public Works

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

July 19, 2016

From: Charles E. Rigney, Sr., Director
Department of Development

Subject: An ordinance authorizing the Section 108 Economic Development Loan Program

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-19**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk, Department of Development

III. **Description**

The City Council passed a resolution in July of 2015 authorizing the City of Norfolk (the "City") to apply for federal Section 108 Capital. In May of 2016, the Department of Housing and Urban Development ("HUD") announced the award of $19 million loan guarantee to the City for larger economic development projects. If approved, this agenda item authorizes the City to move forward and appropriates the loan funds to the Economic Development Authority (the "EDA") for their implementation of the loan program.

Operating through the EDA, the City will use the funds to establish a revolving catalytic projects fund to provide senior and gap financing for various types of brick-and-mortar transactions as well as loans to businesses. The program will support affordable/mixed-income housing rehabilitation; commercial, office, industrial, and non-profit facilitates; and working capital for operating businesses. The loan fund will focus investments in priority development areas and commercial districts.

IV. **Analysis**

The City is pursuing a holistic approach to economic and community development and the Section 108 loan program will leverage private capital with federal funds to foster vibrant neighborhoods and stimulate job creation. The City will utilize these federal dollars to establish a loan pool. Loan proceeds will be used for (1) acquisition of improved or unimproved real property in fee or by long-term lease, including the acquisition for

economic development purposes, (2) rehabilitation of real property owned or acquired by the City or its designated public agency, and (3) other economic development activities.

V. Financial Impact

The City will use guidelines and objectives for evaluating project costs and financial requirements with a framework for financially underwriting and selecting assisted economic development projects, including outlining underwriting criteria in its application for the evaluation of loans.

VI. Environmental

N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action:

N/A

IX. Coordination/Outreach

This agenda item has been coordinated with the Department of Development and the City Attorney's Office.

Supporting Material from the Office of the City Attorney:

- Ordinance
- Contract for Loan Guarantee Assistance

7/14/2016-lm

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING SECTION 108 ECONOMIC DEVELOPMENT LOANS NOT TO EXCEED $19,000,000, APPROPRIATING THE LOAN FUNDS, AUTHORIZING THEIR EXPENDITURE AND THE EXECUTION OF THE DOCUMENTS REQUIRED BY HUD, AND AUTHORIZING THE SUBRECIPIENT AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY FOR THE ADMINISTRATION OF THE LOAN FUND.

- - -

WHEREAS, Section 108 of the Housing and Community Development Act of 1974 provides long-term, low-cost, flexible capital for eligible community and economic development projects in Community Development Block Grant (CDBG) entitlement localities; and

WHEREAS, the U.S. Department of Housing and Urban Development has determined that the Section 108 loan guarantee program has leveraged $3 in private capital for every dollar of federal funds invested, and that the program has helped create or retain over 200,000 jobs; and

WHEREAS, entitlement localities such as the City of Norfolk have borrowing capacity up to five times their annual CDBG allocation under the Section 108 loan guarantee program; and

WHEREAS, the City receives an annual allocation of approximately $3,800,000, which allows for borrowing up to approximately $19,000,000; now, therefore

BE IT ORDAINED, by the Council of the City of Norfolk:

Section 1:- That the terms of the attached "Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, As Amended, 42 U.S.C. §5308" (Contract) including, and for the City limited to, the pledge of federal Community Development Block Grant funds to the United States Department of Housing and Urban Development ("HUD") as collateral for a section 108 economic development loan fund guarantee of up to $19,000,000 is hereby authorized. (HUD may require additional collateral from the EDA's borrowers under this program).

Section 2:- That in order to cause funds to continue to be available for loan, in the nature of a loan pool, so long as the outstanding principal balance owed HUD is less than $19,000,000, additional Section 108 loans are hereby authorized.

Section 3:- That principal and interest payments made by the borrowers under the Economic Development Authority's loan program shall be the City's source for its debt service. The full faith and credit of the City is not pledged, this is a revenue bond where HUD's recourse is limited to its security.

Section 4:- That the loan funds are hereby appropriated to the Economic Development Authority for their implementation of the loan program to be described in a subrecipient agreement.

Section 5:- That the City Manager is hereby authorized to execute loan documents in substantial conformity with the attached Contract as necessary to implement this ordinance.

Section 6:- That the execution of a subrecipient agreement between the City and the Economic Development Authority for the administration of the loan program is hereby authorized.

Section 7:- That this ordinance shall be in effect from and after its adoption.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, 42 U.S.C. §5308

Date of Contract_____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between _____, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered _____, in the Maximum Commitment Amount of $_____, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the [***first, second, etc., as applicable***] Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on _____ in the amount of $_____, and this Contract covers other Notes having the same Note number up to such Commitment amount. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the

applicable Commitment Amount for such Principal Due Date set forth in the Commitment Schedule of the Note. Prior to the Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than $1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment

Amounts/Principal Due Dates, the Borrower hereby authorizes the Secretary to direct the Fiscal Agent to allocate the Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.

D. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

PART II

1. **Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after _____, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter

Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by _____. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically

required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq.* of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on

receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the

balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.

8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of $100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future

amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act. Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if

applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

Borrower:

_____
_____
_____
_____
_____

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on _____, under the Funding Approval for grant number _____ to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

[Rest of Page Intentionally Left Blank]

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

_____
BORROWER

BY: _____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: _____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)