# CITY COUNCIL AGENDA
# TUESDAY, February 23, 2016

## Work Session Agenda

4:00 PM – City Hall - 10th Floor Conference Room

### Health, Education And Families Committee

- Southside Aquatics Center and other Recreation, Parks, and Open Space Updates

## Work Session Agenda Continued

4:30 PM – City Hall - 10th Floor Conference Room

### Council Interests

Documents: 02-23-16 COUNCIL INTERESTS.PDF

### Break For Dinner

### Closed Session

- Real Estate Matters

### Agenda Overview

***Presenter:*** *Marcus D. Jones, City Manager*

### Mid-Year And Five Year Forecast

***Presenter:*** *Marcus D. Jones, City Manager and Sabrina Joy-Hogg, Deputy City Manager*

### Vision 2100

***Presenter:*** *George Homewood, Director of City Planning*

### Additional Documents

Documents: 02-23-16 MEMO - CHARTWAY FEDERAL CREDIT UNION.PDF, 02-23-16 MEMO - ELEGANT OCCASIONS.PDF, 02-23-16 MEMO - TRAFFIC CONTROL SIGNS - WARDS CORNER AND ARTS DISTRICT.PDF, 02-23-16 MINUTES OF CITY COUNCIL MEETING OF FEBRUARY 9.PDF, 02-23-16 MINUTES OF TRANSPORTATION AND INFRASTRUCTURE COMMITTEE MEETING OF

FEBRUARY 9.PDF, 02-23-16 NON-STANDARD LOT CERTIFICATE - 609 GEORGIA AVE.PDF, 02-23-16 PENDING LAND USE ACTIONS.PDF, 02-23-16 MEMO - TRAFFIC CONTROL SPEED LIMIT SIGNS - MEADOWBROOK.PDF

### Announcement Of Meeting

Documents: 02-23-16 ANNOUNCEMENT OF MEETING.PDF

## Formal Session Agenda

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

### Prayer

Prayer to be offered by Councilman Paul Riddick, followed by the Pledge of Allegiance.

### Invitation To Bid

### IB-1

**INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a **Long-Term Garage Parking Agreement**, with a term of approximately eleven years and six months for 1,600 to 2,000 parking spaces in the City of Norfolk in Fountain Park Garage located at 130 Bank Street, MacArthur Center North and MacArthur Center South Garages located at 500 E. City Hall Avenue, Bank Street Garage located at 441 Bank Street, and Freemason Street Garage located at 161 Freemason Street.

Documents: IB-1 ACCEPTANCE OF BID FOR LONG TERM PARKING AGREEMENT.PDF

### 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 **Brock Ventures, Inc.**, for an amendment to the future land use designation in the General Plan, *plaNorfolk2030*, from Institutional to Multifamily and for a change of zoning from IN-1 (Institutional) District to R-13 (Moderately High Density Multi-Family) District on property located at **435 Virginia Avenue**.

(A request has been made to continue to April 26, 2016)

Documents: PH-01 PLAN AMENDMENT AND REZONING - BROCK VENTURES, INC..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 Auto Connection**, for a change of zoning from R-8 (Single-Family) District to Conditional C-2 (Corridor Commercial) District on an approximately 80-foot by 125-foot portion of the property located to the northwest of the site on property located at **6336-6352 E. Virginia Beach Boulevard**.

Documents: PH-02 REZONING AND SPECIAL EXCEPTION - AUTO CONNECTION.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 permit, by special exception, any one use listed in Table 4-A or Table 6-A of the *Zoning Ordinance of the City of Norfolk, 1992*, as amended, in a building which has been designated as a **Norfolk Historic Landmark** under Chapter 9 of the *Zoning Ordinance*, even when the use does not appear on the use table for the zoning district in which the building is located.

Documents: PH-03 ZONING TEXT AMENDMENT FOR NORFOLK HISTORIC LANDMARK.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 the **City Planning Commission**, to amend *plaNorfolk2030* so as to adopt the **Coastal Character District** with associated actions and for a zoning Text Amendment to Section 2-3, "Definitions," Table 4-B, "Yard Requirements in Residential Districts," Section 15-4, "Motor vehicle parking design standards," Table 15-A, "Table of Minimum Parking Requirements," and Table 15-B, "Table of Bicycle Parking Requirements," of the *Zoning Ordinance of the City of Norfolk, 1992* as amended, to define **"Character District, Coastal,"** to amend the zoning map to adopt the Coastal Character District boundaries and to amend various development and design standards within the district.

Documents: PH-04 GENERAL PLAN AMENDMENT TO ADOPT THE COASTAL CHARACTER DISTRICT.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, to hear comments on an Ordinance to amend and reordain Sections 1 and 2 of the **Capital Improvement Program Budget** and to add a new Section 3 to the Capital Improvement Program Budget for the fiscal year 2016 to finance Economic Development Authority costs in the amount of $14,500,000 related to the conversion of the former J.C. Penney store at Military Circle to an office building.

Documents: PH-05 AMEND FY 2016 CAPITAL IMPROVEMENT PROGRAM BUDGET.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, to hear comments on **The Economic Development Authority of the City of Norfolk's** (the "EDA") issuance of up to $14,500,000 in Notes (the "EDA Notes") to finance, in whole or in part, certain costs of the EDA related to the acquiring, constructing and equipping of the former J.C. Penney store at the Gallery at Military Circle and the property related thereto and the costs of issuing the EDA Notes.

Documents: PH-06 COOPERATION AGREEMENT WITH ECONOMIC DEVELOPMENT AUTHORITY.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, to hear comments on the City's issuance of up to $8,000,000 in **Wastewater System Revenue Bonds** (the "Wastewater Revenue Bonds") to finance, with respect to the City's wastewater system, certain costs of acquiring, constructing and equipping capital improvements for which bond proceeds have been appropriated pursuant to the City's Capital Improvement Plan.

Documents: PH-07 SERIES 2016 WASTEWATER SYSTEM REVENUE BOND ISSUANCE.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, to hear comments on the City's issuance of up to $3,000,000 in **General Obligation Storm Water System Bonds** (the "General Obligation Bonds") to finance, with respect to the City's storm water system, certain costs of acquiring, constructing and equipping capital improvements for which bond proceeds have been appropriated pursuant to the City's Capital Improvement Plan.

Documents: PH-08 SERIES 2016 STORM WATER SYSTEM REVENUE BOND ISSUANCE.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, to hear comments on an Ordinance authorizing the vacation and release by the City of Norfolk to **City Walk Two, LLC**, those certain two pedestrian access easements located on and running through the **Two Commercial Place Building**.

Documents: PH-09 VACATION AND RELEASE OF PEDESTRIAN ACCESS EASEMENTS.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 an Ordinance authorizing an Amendment to the Lease between the City of Norfolk and **The Muddy Paws Grooming and Retail Store, LLC** for that certain property located at **400 Granby Street, Suite North B**.

Documents: PH-10 AMENDMENT TO LEASE AGREEMENT WITH THE MUDDY PAW GROOMING AND RETAIL STORE.PDF

## Consent Agenda

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1

Letter from the City Manager advising, in accordance with Chapter 33.1-41 of the Norfolk City Code, of emergency/sole source procurement during Hurricane Joaquin with the Department of Public Works.

**Recommended Action:** Receive and file.

## Regular Agenda

R-1

Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as 'Elegant Occasions by Krista' on property located at **9605 Granby Street**," will be introduced in writing and read by

its title. (

**PASSED BY AT THEMEETING OF FEBRUARY 9, 2016)**

Documents: R-01 SPECIAL EXCEPTION - ELEGANT OCCASIONS.PDF

R-2

Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Commercial Drive-Through for 'Chartway Federal Credit Union' on property located at **132 Kempsville Road**," will be introduced in writing and read by its title.

**(PASSED BY AT THEMEETING OF FEBRUARY 9, 2016)**

Documents: R-02 SPECIAL EXCEPTION - JOHN BLUM.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting an exemption from real estate taxes for real property to **St. Thomas A.M.E. Zion Church** retroactive to July 1, 2013," will be introduced in writing and read by its title.

Documents: R-03 ST. THOMAS A.M.E. ZION CHURCH - REAL ESTATE TAX EXEMPTION.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Subsection (f) of Sections 24-160, Section 25- 219, Section 42-34, and Subsection (a) of Section 42-35 of the *Code of the City of Norfolk, 1979*, **SO AS TO** replace the words Sunday School, Church and Churches with the words Religious Education, Religious Institution and Religious Institutions and **SO AS TO** correct the typographical error in Section 42-34 by replacing the word show with the word snow," will be introduced in writing and read by its title.

Documents: R-04 AMEND NORFOLK CITY CODE SECTIONS 24-160, 25-219, 42-34, AND 42-35.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Sections 25-646 and 25-654 of the *Norfolk City Code, 1979* **SO AS TO** add seven new speed limits and one new stop intersection," will be introduced in writing and read by its title.

Documents: R-05 AMEND NORFOLK CITY CODE SECTIONS 25-646 AND 25-654.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Sections 25-652 and 25-654 of the *Norfolk City Code, 1979*, **SO AS TO** add one new one-way street and five new stop intersections," will be introduced in writing and read by its title.

Documents: R-06 AMEND NORFOLK CITY CODE SECTIONS 25-652 AND 25-654.PDF

R-7

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting

a 2015 **State Homeland Security Program Grant Award** of $71,370.00 from the Virginia Department of Emergency Management (VDEM) for the City of Norfolk Office of Emergency Management for Community Sheltering Enhancement equipment," will be introduced in writing and read by its title.

Documents: R-07 FY 2015 STATE HOMELAND SECURITY PROGRAM GRANT.PDF

R-8

Letter from the City Manager and a Resolution entitled, "A Resolution to designate the area generally to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street in the City of Norfolk as the **Greater St. Paul's Revitalization** area," will be introduced in writing and read by its title.

Documents: R-08 RESOLUTION DESIGNATING THE GREATER ST. PAULS REVITALIZATION AREA.PDF

R-9

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **Miller Oil Co., Inc.**, in the amount of $624,684.00, plus interest, based upon the **overpayment of its Business Professional and Occupational License Tax for the years 2012 through 2015**," will be introduced in writing and read by its title.

Documents: R-09 TAX OVERPAYMENT - MILLER OIL CO., INC..PDF

R-10

Letter from the City Manager and an Ordinance entitled, "An Ordinance amending and reordaining the **Fiscal Year 2016 Compensation Plan** (Ordinance No. 45,954) to add one new section authorizing a bonus for certain employees," will be introduced in writing and read by its title.

Documents: R-10 AMEND FY 2016 COMPENSATION PLAN.PDF

THE CITY OF NORFOLK

# MEMORANDUM

| | |
|---|---|
| TO: | City Council |
| FROM: | Lori A. Crouch, Public Relations Manager |
| COPIES TO: | City Clerk, City Attorney |
| SUBJECT: | Council Interests |
| DATE: | February 19, 2016 |

I hope you all had a nice week. In today's memo you will find information on several Council Interest items and another national award Norfolk can claim.

**Wetlands Fees** – The Norfolk Wetlands Board collects wetland fees and deposits the money into one of two city special revenue accounts: payments-in-lieu of mitigation or compensation account and the civil charge assessment account.

Marine Resources Commission generally governs the use of these funds. The funds deposited in the mitigation account can only be used for tidal wetland restoration and the funds in the civil charge account can be used for environmental management related to the protection of wetlands and sand dunes.

**Tire Store Displays** – Zoning inspectors will inspect the auto related uses and review all displays. For 20 years the city has allowed a total of 10 tires displayed outdoors in the following manner:

- 2 stacks of five tires; or
- 5 single tires and 5 rims separated; or
- 10 tires with rims

I have attached the tire brochure the city provides to tire stores to the memo.

**Signs** – Planning staff is reviewing the temporary signs on the corridors mentioned during the council meeting. The current sign regulations places limitations on the time allowed to display a temporary sign. Staff will review the areas over the next month. The sign specifically mentioned at Clancy's was given a violation notice last week.

**Urgency of Now** – City staff from several departments attended the Urgency of Now regional symposium recently. The event was a collaboration of government and community stakeholders dedicated to addressing black male achievement. The event provided an opportunity to share information, provide insight and develop strategies on how communities can work together to address issues which are the leading cause of death in black males ages 15-24.

**Keep Norfolk Beautiful Receives National Award** – Keep Norfolk Beautiful (KNB) is one of the best in the country! Keep America Beautiful awarded KNB with the Award of Excellence (winner of population 100,001 – 250,000) at the national conference in January. Keep America Beautiful recognized KNB for its 2015 efforts which included planting 540 trees, hosting 41 Great American Cleanup events and cleaning up 26,887 pounds of debris around the Chesapeake Bay. KNB volunteers were recognized for picking up 29,000 pounds of litter, cleaning up 1.5 acres of wetlands and planting 100 trees, plants and shrubs. Keep America Beautiful also praised KNB for its cigarette litter campaign which saw a 74% reduction in cigarette litter after placing receptacles in the area.

**Project Homeless Connect Wrap-Up** – On January 27th Project Homeless Connect kicked off its 20th event. 400 attendees came through the door that day for an array of services from the clothing closet to health care. 600 volunteers, including City leadership, guided attendees to various services. Highlights of services include:

- 78 dental clinic visits
- 112 haircuts
- 333 clothing closet visits
- 65 City of Norfolk employment opportunities
- 150 First Aid kits distributed
- 137 HRT Farecards

Have a great weekend.

## Am I permitted to store tires or vehicles outside of my facility?

It is unlawful for any person to accumulate, store, leave, place or deposit or allow to be accumulated, stored, left, placed or deposited, any solid waste on the property. (i.e. Litter, garbage, trash, industrial waste, bulk waste, yard waste, commercial waste, hazardous waste, structural waste, tires, etc.).

There shall be no storage on site of wrecked or inoperative vehicles. In addition, no vehicles awaiting service shall be parked on any public right-of-way. Inoperative vehicles will be towed.

## Can I use a shipping container for storage?

Shipping containers are not permitted for permanent storage of tires. Any additional storage buildings requested must obtain a building permit and must be approved by the Zoning Administrator.

## What are the requirements regarding property maintenance?

It is the duty of the property owner to cut grass, weeds, and other vegetable matter on the property, and between the sidewalk and curb. Grass, weeds, and other vegetable matter should not grow to a height of more than 12 inches.

## Where can I obtain a building permit?

Permits are required for all signs and structures. Permits may be obtained from the Development Services Center in City Hall.

## Additional Information

Questions regarding the Tire Store process? Suggestions for improvement? Please contact the following:

- Department of City Planning (zoning information): 757-664-4752 or email at: planning@norfolk.gov.
- Norfolk Cares Assistance: 757-664-6610.
- Bureau of Neighborhood Quality: 757-664-6500.
- Department of Fire-Rescue: 757-664-6604

THE CITY OF NORFOLK
CITY PLANNING

**810 Union Street**
**Suite 508**
**Norfolk, VA 23510**
**Phone (757) 664-4752**
**Fax (757) 441-1569**

*Last Updated: 12/2/2015*

# TIRE STORE REGULATIONS

THE CITY OF NORFOLK
CITY PLANNING

# TIRE STORE REGULATIONS

## What am I permitted to do as a tire store?

- Buy, sell, or trade new and used tires and rims.
- Remove, mount, balance, repair, rotate, and install tires and rims.
- Work must be done inside a bay or building if designed for the work.
- Minor repair work (i.e. wiper and lamp replacement).

## What am I not permitted to do as a tire store?

- Store or repair vehicles.
- Do any work outside of a structure unless approved by the Zoning Administrator.
- Perform mechanical or body work.
- Change fluids.

## How may I display the tires at my store?

A total of 10 tires may be displayed outdoors:

- 2 stacks of five tires; OR
- 5 single tires and 5 rims separated; OR
- 10 tires with rims

In addition, banners must be inside bay doors and not visible from the street when the bay doors are closed. **A building permit required**

## What are the sign regulations for my tire store?

A business shall be permitted one square foot of sign surface area for each linear foot of building frontage facing a public street, but not less than 32 square feet. **A building permit is required.**

**Temporary signs**, or those constructed of cloth, canvas, fabric paper, plywood, or other light material and designed to be displayed and removed within certain time periods, have a different set of rules. Temporary signs for **commercial sale events** may be displayed for the duration of the sale event, with a limit of 15 times per year. Removal is required by 3 days after the end of the sale. **A building permit is required.**

**Balloon signs** may be displayed for a maximum of 7 days, with a limit of 3 times per year:

- One sign per business except that two such signs shall be permitted on corner lots.
- **A building permit is required.**

## What signs are prohibited for my tire store?

- Portable signs
- Signs that move or flash
- Roof top signs

## What are the fencing regulations for tire stores?

- A building permit is required for fences over 6 feet in height.
- Opaque fencing or landscaping, not less than 6 nor more than 8 feet in height, shall be installed along the entire length of abutting Residential Zoning Districts.
- All storage must be shielded from view.

## Are there any fire regulations or inspections?

- An inspection will be required.
- Additional permits maybe required.
- All buildings or structures shall be provided with portable fire extinguishers.
- Tires are only to be stored inside of a building.
- Where tires are stored on-tread, the dimension of the pile in the direction of the wheel hole shall not be more than 50 feet.
- Tires stored adjacent to or along one wall shall not extend more than 25 feet from that wall.
- Other piles shall not be more than 50 feet in width.
- High piled storage of tires greater than 6 feet is limited to 500 square feet of rack footprint area in spaces not protected by fire sprinklers.

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, AICP, CFM, Director, City Planning

SUBJECT: Special Exception for a commercial drive-through at 132 Kempsville Road – Chartway Federal Credit Union

DATE: February 19, 2016

On the February 23, 2016 Regular Agenda, City Council will be reviewing a special exception request by Chartway Federal Credit Union (Chartway) to operate a commercial drive-through at 132 Kempsville Road on the northwest corner of Newtown Road and Kempsville Road. It is also adjacent to the western corporate boundary of the City of Virginia Beach. The former gas station site is currently zoned C-2 (Corridor Commercial), which allows the financial institution component by-right. However, the commercial drive-through requires a special exception.

This request would allow Chartway to construct a two-story banking branch with a commercial drive-through. Chartway proposes to relocate their national headquarters from the eastern side of Newtown Road in Virginia Beach to this location. According to Chartway, this branch is their busiest. Newtown Road is a six-lane road with a traffic count of 30,487 between Kempsville Road and I-264. Kempsville Road is a four-lane road with a traffic count of 21,166 between Newtown Road and Virginia Beach Boulevard. While the City Planning Commission unanimously recommends denial, staff had recommended and continues to recommend approval.

The City's general plan, *plaNorfolk2030*, identifies this site as commercial. Given its location across Kempsville Road from the Newtown Road light rail station, the site is also located within a "Transit Supportive Area," where uses that promote transit, bicycle, and pedestrian activity are encouraged and low intensity, auto-oriented uses are discouraged. Given the commercial designation, the proposed use as a financial institution with a drive-through is consistent with *plaNorfolk2030.* However, in order to be fully consistent with the plan staff suggested the site

be laid out in such a way as to encourage safe and easy pedestrian access from the adjacent light rail station.

At the same time the Transit Supportive Areas were added to *plaNorfolk2030*, two "Transit Oriented Development (TOD) Districts" were created within the *Zoning Ordinance*. At that time, staff intentionally chose not to recommend the placement of those districts on the ground anywhere in the city, leaving them available for developers who might choose to take advantage of the increased density they would provide. Since the creation of the TOD zoning districts, there have been no applications to rezone property within the city to these districts. Additionally, staff feels that those districts may need some revision as part of the overall Zoning Ordinance Rewrite to ensure that they will function properly when they are applied by developers.

The proposed site plan shows pedestrian improvements near the street intersection; a change in the pavement materials is proposed as well as a raised elevation to match that of the sidewalks. This "raised speed table paver plaza," as depicted in the site plan, permits traffic circulation, however it would act as a traffic calming measure and provide a more connected pedestrian experience from the external sidewalks into the site than shown in the original submission.

Staff's recommendation of **approval** is based on the following criteria:

- The proposal is consistent with the City's adopted Future Land Use Map within *plaNorfolk2030*, as the future land use designation of this site is commercial.
- By providing additional pedestrian accommodations between the light rail station and the primary building entrance, the proposal is in consistent with the Transit Supportive Area's goal of promoting transit usage and pedestrian activity.
- The proposal conforms to all zoning requirements of the C-2 district, including landscaping and off-street parking.

After conducting a duly advertised public hearing on January 28, 2016, at which the representative for the applicant provided comments, the City Planning Commission voted **7 to 0** to recommend **denial** of the application. This recommendation stemmed from the disagreement that the site has been designed to promote a high level of pedestrian walkability but perhaps more importantly that the drive-through use is inconsistent with the designation as a Transit Supportive Area in *plaNorfolk2030*. Based on the concerns over the building location raised by the Commission, Planning staff had recommended a continuance of this item at the public hearing, in order to allow more time for the applicant to further modify the site layout in a more pedestrian-friendly manner. However, the applicant asked for an up or down vote instead of a continuance. The Commission based its denial primarily on the perception that any commercial drive-through is inconsistent with being within a Transit Supportive Area, regardless of the building location and design of the site.

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

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, AICP, CFM, Director, City Planning

SUBJECT: Special Exception for an entertainment establishment with alcoholic beverages at 9605 Granby Street, Suite A – Elegant Occasions

DATE: February 19, 2016

On the February 23, 2016 Regular Agenda, City Council will be reviewing a special exception request by Elegant Occasions to operate an entertainment establishment with alcoholic beverages at 9605 Granby Street, Suite A. The property is located on the west side of Granby Street, between W. Balview Avenue and W. Seaview Avenue, in the West Ocean View. The site was most recently occupied by East Coast Bicycles (retail) and Arianna's Café (take-away café), and is currently zoned C-2 (Corridor Commercial), which allows entertainment establishments with a special exception.

All land uses near Naval Station Norfolk Chambers Field have been evaluated in an adopted report known as the 2005 Hampton Roads Joint Land Use Study (HR JLUS); the subject site is located within an Accident Potential Zone (APZ-II) and the 65-70 DNL noise zone [2005 HR JLUS, revised 2010]. The Identifying Land Use Strategies chapter of *plaNorfolk2030* replicates the HR JLUS map and includes an action calling for the City to not support any increase in intensity of incompatible uses in those zones. The site is designated commercial; however, since the proposed special exception would permit the existing retail sales and service space to be intensified and used as a place of assembly, it is not consistent with *plaNorfolk2030*.

In 2005, the City Council adopted Resolution 1,276, approving the HR JLUS. The Resolution states that "... the City Council recognizes that the findings and recommendations contained in the report will help protect the public health, safety and welfare of our citizens..." [2005 City Council Resolution 1,276]. The proposed use of the site for a "public assembly" is listed as a prohibited

use within the APZ-II and is, by definition, an intensification in use from the prior use as a retail establishment. The HR JLUS recommend land uses with "low density" occupancy levels; occupancy levels should in general be restricted to "50 persons per acre in APZ-II are...considered to be low density." Additionally, the HR JLUS indicates that "meeting places, auditoriums, etc. are not recommended." The approximately quarter acre site with a proposed occupant load of 80 persons equates to roughly 320 persons per acre on the site, which is more than six times more dense than the HR JLUS recommendation. The 3,543 square foot tenant space itself would potentially congregate patrons at a level over 20 times more dense than the HR JLUS recommendation.

Currently there are ten parking spaces available on-site. Off-street parking is shared amongst two uses in one structure. However, at times when the entertainment establishment is operating the remaining office space will be closed. The adjacent dentist office has agree to lease two additional off-street parking spaces at times when the dentist office is closed.

The C-2 district permits dozens of office and retail opportunities as a matter of right, all of which would be allowed in the location for which this application has been submitted. Thus, the existence of the APZ and noise zones from Chambers Field do not, as has been alleged, diminish the economic value of the investment. Special Exceptions are a privilege, not a right. The decision as to whether to grant or not depends on the specific situation and location and whether or not conditions can be applied that would ameliorate the concerns that arise from location and type of enterprise; in this case there are no conditions that can address the location within the APZ and the inherent added danger to the public from establishing a new public assembly use in the existing building.

Citing the 2005 City Council approved Resolution, which recognized that the HR JLUS report recommendations will help protect the public health, safety and welfare of our citizens, and given that *plaNorfolk2030* discourages any increase in intensity of incompatible uses within the Accident Potential Zones, staff recommends **denial** of the special exception request.

After conducting a duly advertised public hearing on January 28, 2016, at which representatives for the applicant and from the United States Navy provided comments and responded to questions from Commissioners, the City Planning Commission voted **7 to 0** to recommend **denial** of the application.

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

THE CITY OF NORFOLK
PUBLIC WORKS

# MEMORANDUM

TO: City Council

CC TO: Marcus D. Jones, City Manager; Ronald H. Williams, Jr., Deputy City Manager Richard Broad, Assistant Director; Rob Brown, City Transportation Engineer

FROM: David Ricks, Director of Public Works

SUBJECT: Traffic Control Signs – Additional Information Wards Corner/Arts District

DATE: February 19, 2016

On the February 23, 2016 regular agenda, City Council will be reviewing an ordinance authorizing the traffic control signage within the Wards Corner neighborhood and the Arts District. The Wards Corner Civic League has requested measures to help address speed levels on several street within the neighborhood. As a result of the meetings, an ordinance has been drafted to include this proposal and submitted to City Council for approval.

The request is for stop sign control at the following intersections:

1. Burleigh Avenue at Colonial Avenue
2. Maycox Avenue at Cedar Level Avenue
3. Maycox Avenue at Colonial Avenue
4. North Shore Road at Cedar Level Avenue
5. North Shore Road at Colonial Avenue

The measures have written support from the Wards Corner CivicLeague.

In addition, at the request of Downtown Norfolk Council and Arts District businesses and residents, the Division of Transportation investigated measures to help improve traffic flow conditions and increase parking on W. Wilson Avenue. Based on several meetings with area businesses and residents, the division is recommending that W. Wilson Avenue be changed from two-way traffic to one-way traffic in the westbound direction from Granby Street to W. Olney Road.

The measures have written support from Downtown Norfolk Council.

The Department of Public Works follows well developed, nationally recognized guidelines to assess traffic control sign requests. Upon receiving a request for traffic control devices, Division of Transportation staff analyzes the request and conducts a field investigation. The purpose of the investigation and analysis is to ensure adherence with Manual on Uniform Traffic Control Devices (MUTCD) regulations and to determine if the installation of the requested traffic control sign(s) is warranted.

THE CITY OF NORFOLK

Inter Department Correspondence Sheet

TO: Members of City Council

FROM: Breck Daughtrey, City Clerk

COPIES TO:

SUBJECT: **Minutes of the City Council Meeting**

**February 12, 2016**

**Attached are the minutes from the City Council meeting held on February 9, 2016.**

# NORFOLK, VIRGINIA

# BUSINESS MEETING OF COUNCIL

# TUESDAY, FEBRUARY 9, 2016

Mayor Fraim called the meeting to order at 5:12 p.m. with the following members present: Ms. Graves, Ms. Johnson, Dr. Whibley, Mr. Protogyrou, Mr. Riddick and Mr. Smigiel. Mr. Winn was absent.

City Manager Jones reviewed the agenda, noting that Police Chief Michael Goldsmith is back to answer any questions that Council may have as well as provide information related to his last presentation. George Homewood and Adam Melita will give Council an update on the Sand Management Plan. In addition, he introduced and welcomed the new Chief Marketing Officer Brent Kelly.

Mayor Fraim thereupon called for the first item of business.

## A. COUNCIL INTERESTS

1. Referencing an earlier request to meet with the auditor to examine the practices and culture of City Hall following the indictment of the Treasurer, Councilman Protogyrou noted the indictment included 17 paragraphs that dealt with Council business, NRHA business and City Hall business. He distributed copies of a letter he sent to the City Auditor asking for a review of 17 paragraphs and a report to Council so they can have a discussion.

2. Councilman Riddick asked to schedule a meeting with School Superintendent Dr. Boone, Deputy City Manager Ron Williams and the Southside Educational Committee at the Southside Aquatic Center to find out why the community was thinking one thing was going to occur with the new school that's not occurring.

3. Vice Mayor Williams Graves referenced a memo that was sent out regarding employees and expressed concern with the way the compensation plan is laid out because it's not clear and that it's not going to allow the city to retain or attract people who work for the city. She stated that none of the employees should have been left out in the first place and that some employees who received increases are having to pay

them back because they didn't qualify for the raise because of where they are on the pay scale.

She also commented on what she heard about Human Resources advising payroll clerks that they shouldn't tell people that they're nearing their pay scale ceiling, so they don't know that they won't be receiving a cost of living adjustment due to a stipulation in the compensation plan that prevents them from getting a cost of living adjustment or prevents them from getting a bonus. She stated that the entire compensation plan needs to be looked at and when they say employees are getting a raise every employee should get a raise and not some employees based on this qualification and that qualification.

4. Councilman Smigiel eexpressed concern with Liberty Tax dancing statue of liberty people out on the street corners spinning signs. He stated that he wants to know what code they are violating and, asked: 1) that they look into some kind of sign committee or code enforcement committee to focus on inappropriate signs in the Little Creek Road, Virginia Beach Boulevard and Military Highway corridors and 2) stated that the business signs and what they're adding to their signs and banners are getting out of hand.

## B. CLOSED SESSION

Motion for closed session was approved for purposes which are set out in **Clause 3 of subsection (A) of Section 2.2-3711** of **the Virginia Freedom of Information Act**, as amended:

(3) Discussion of the disposition of publicly owned real property in the area in the downtown and Oakwood areas of the city.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley, and Fraim.

No: None.

## C. SAFE, HEALTHY, AND INCLUSIVE COMMUNITIES REPORT

Mike Goldsmith, Chief of Police reported as follows:

The Fair and Impartial Policing Workgroup (FIP) is a group of community stakeholders who meet to talk about and review policies and procedures to seek citizen input to help NPD build the police department with community involvement. The group is looking at all policies including use of force policies and to examine what can be done differently and where improvements can be made.

Cops and Curls is a new initiative to build public trust among underserved communities with young girls 6 to 12 years of age. It will pair girls with police officers for a safe and fun dance party similar to a prom-type of event.

The department is involved with many community partnerships, and is looking at implementation pathways for the President's 21st Century Policing Report.

The entire police department has been trained in active threat response and have been training since 1999. The department is ready to launch an extensive training effort to ensure they are current with all tactics and procedures. They have equipment available for the special operations team, including an armored vehicle used for officer and citizen rescue and a mobile command post ready to be set up when needed.

NPD has contracted with the International Association of Chiefs of Police for a complete staffing study of the Norfolk Police Department that will look at numbers of police officers, where they are deployed, shift schedules and the most efficient use of manpower. Regarding police pursuits, as a result of a study within the department a stricter pursuit policy will be implemented. More information will be provided at a later date.

## D. SAND MANAGEMENT PLAN

George Homewood, Director of City Planning and Adam Melita, Deputy City Attorney, reported as follows:

Mr. Homewood stated that the process started 18 months ago where a number of residents of Cottage Line-East Ocean View had a desire to remove some of the sand that had been encroaching on their residential structures. The process to begin a sand management plan was developed so that citizens could work cooperatively to find solutions to the sand encroachment problem.

Mr. Melita reported as a result of the committee's work, solutions have been prepared for a more consistent and fairer approach to managing sand up and down the entire Ocean View corridor from the Little Creek Jetty to the end of Willoughby Spit. It will replace the piecemeal approach with a plan that is comprehensive and that puts citizens and the city in charge of the process instead of the State Dune Act Permit Process.

The plan addresses when and how sand replenishment can be done, how to repair breaches in the dune and how to deal with accretion of sand especially in the Cottage Line area where sand has accumulated and the dunes have grown. It sets out procedures for monitoring what is going on with sand, how it is moving and what procedures are working.

The principal agent of that monitoring process would be a new review board that would meet at least twice a year to review projects, review science, lidar data and other metrics of how the projects are working. The plan would essentially automate many of the processes internally and would not be using the Wetlands Board for any of those procedures that the city is undertaking. The next steps will be to bring a resolution to initiate the comprehensive plan amendments, which will result in public hearings and Planning Commission review of the plan.

# NORFOLK, VIRGINIA

# ACTION OF THE COUNCIL

# CITY COUNCIL MEETING

# TUESDAY, FEBRUARY 9, 2016 – 7:00 P.M.

President Fraim called the meeting to order at 7:00 p.m.

The opening prayer was offered by Councilwoman Theresa Whibley, M.D., followed by the Pledge of Allegiance.

President Fraim moved to excuse Mr. Winn from today's meeting.

**Motion adopted.**

Yes: Graves, Johnson, Riddick, Protogyrou, Smigiel, Whibley and Fraim.

No: None.

The following members were present: Mrs. Graves, Mrs. Johnson, Mr. Protogyrou, Mr. Riddick, Mr. Smigiel, Dr. Whibley and Mr. Fraim.

President Fraim moved to dispense with the reading of the minutes of the previous meeting.

**Motion adopted.**

Yes: Graves, Johnson, Riddick, Protogyrou, Smigiel, Whibley and Fraim.

No: None.

## CERTIFICATION OF CLOSED MEETING

A Resolution entitled, "A Resolution certifying a closed meeting of the Council of the City of Norfolk in accordance with the provisions of the Virginia Freedom of Information Act," was introduced in writing and read by its title.

**ACTION:** The Resolution as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Riddick, Protogyrou, Smigiel, Whibley and Fraim.

No: None.

## INVITATION TO BID

IB-1 **INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a **Long-Term Garage Parking Agreement**, with a term of twenty years for the lease of 400 parking spaces in the parking garage located at **130 Bank Street** in the City of Norfolk.

One bid was submitted by City Walk, LLC that was opened, numbered and read.

Thereupon, An Ordinance entitled, An Ordinance accepting a bid submitted by **CITY WALK ONE, LLC,** for a Long Term Garage Parking Agreement, with a term of twenty years, for the lease of 400 parking spaces in the parking garage located at 130 Bank Street in the City of Norfolk," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective March 11, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

## REGULAR AGENDA

R-1 Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance approving an **Encroachment Agreement** with **EDR Enterprises, Inc.**, dba **Pimento Island Bistro**, for property located at **1902 Colley Avenue**," was introduced in writing and read by its title.

**(PASSED BY AT THE MEETING OF JANUARY 26, 2016)**

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-2 Matter of a letter from the City Manager and a Resolution entitled, "A Resolution to designate the area to east of **St. Paul's Boulevard**, to the south of **East Princess Anne Road**, **Goff Street**, and **Saint Julian Avenue**, to the west of **Roberts Road** and **Park Avenue** and to the north **Holt Street** and the southernmost portion of **Tidewater Drive** in the City of Norfolk as the **Greater St. Paul's Revitalization Area**," was introduced in writing and read by its title.

**(PASSED BY AT THE MEETING OF JANUARY 26, 2016)**
**(A REQUEST HAS BEEN MADE TO WITHDRAW THIS MATTER)**

**ACTION: WITHDRAWN.**

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City of Norfolk to enter into a **Cooperation Agreement** for the payment of certain funds to enable the **Economic Development Authority of the City of Norfolk** to enter into and fulfill its obligations under a Grant Agreement with ADP, LLC," was introduced in writing and read by its title.

The following persons spoke in favor of this matter.

Chuck McPhillips, President Greater Norfolk Corporation, 1543 Cloncurry Road, Barry Bishop, Executive Vice President, Greater Norfolk Corporation, 9508 25th Bay Street, Rodney Jordan, 2506 Myrtle Avenue, Mary Miller, President & CEO, Downtown Norfolk Council and Bryan Stephens, President & CEO, Hampton Roads Chamber of Commerce.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **"Peck and Pour, Work Class Wings and Beer"** on property located at **1310 Colley Avenue**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a commercial drive-through for **'Chick-Fil-A'** on property located at **1205 North Military Highway**," was introduced in writing and read by its title.

Daniel Hines, representing the applicant, 28 Blackwell Park Lane, Warrington, VA, was present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to operate an entertainment establishment with alcoholic beverages known as **'The Muse Writers Center'** on property located at **2200 Colonial Avenue, Suite 3**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-7 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Tap It Local'** on property located at **244 Granby Street**," will be introduced in writing and read by its title," was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street, Unit 407 and Chris McGrath, applicant, 244 Granby Street, were present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-7A An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'Tap it Local'** on property located at **244 Granby Street**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Glass Wheel Studio'** on property located at **116 to 128 West Olney Road**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of **a Day Care Home** on property located at **3611 Bell Street**," was introduced in writing and read by its title.

Bettina Bell, 3611 Bell Street, the applicant, was present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Granny's Country Cooking'** on property located at **628 35th Street, Suites 636-A and 636-B**," was introduced in writing and read by its title.

Randy Baker, the applicant, 636 West 35th Street, was present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Juicebar Juices'** on property located at **245 Granby Street, Suite 247**," was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street, Unit 407, was present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-12 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Lamia's Crepes'** on property located at **401 Granby Street, Suite B**," was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street, Unit 407, was present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-12A An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'Lamia's Crepes'** on property located at **401 Granby Street**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Commercial Drive-Through for **'Steak 'n Shake'** on property located at **2437 East Little Creek Road**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-14 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Starbucks'** on property located at **7550 Granby Street, Suite 10,**" was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street, Unit 407, and Tom Lisk, representative, 919 East Main Street, Richmond, VA, were present to answer questions and Kevin Sutton, representative, 1026 Silver Charm Circle, Suffolk, VA, was present to support this matter.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Starbucks'** on property located at **143 Granby Street, Suites 141 and 143**," was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street Unit 407 and Tom Lisk, representative, 919 East Main Street were present to answer questions and Kevin Sutton, representative, 1026 Silver Charm Circle, Suffolk, VA, was present to support this matter.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Rama Garden'** on property located at **441 Granby Street**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Elegant Occasions by Krista'** on property located at **9605 Granby Street**," was introduced in writing and read by its title.

**ACTION:** Continued to February 23, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Commercial Drive-Through for **'Chartway Federal Credit Union'** on property located at **132 Kempsville Road**," was introduced in writing and read by its title.

**(THE APPLICANT HAS REQUESTED A CONTINUANCE TO FEBRUARY 23, 2016)**

**ACTION:** Continued to February 23, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-19 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Humboldt Steel Corporation II'** on property located at **150 Boush Street**," was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street, Unit 407 and Christopher Bowman, applicant, 150 Boush Street, were present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-19A An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'Humboldt Steel Corporation II'** on property located at **150 Boush Street**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-20 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit a convenience store 24-hours (no fuel sales) known as **'7-Eleven'** on property located at **1877 East Ocean View Avenue**," was introduced in writing and read by its title.

Steve Romine, 909 Waterside Drive, Suite 2100, the applicant's attorney and Steve Blevins, 770 Independence Circle, Virginia Beach, were present to answer questions. Amanda Schmidt, 1408 Stephanie Way, and James Karides, 2247 West Great Neck Road, were present to support this matter.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-20A An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'7-Eleven'** on property located at **1877 East Ocean View Avenue**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-21 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'O'Connor Brewing Company'** on property located at **211 West 24th Street**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-21A An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a microbrewery named **'O'Connor Brewing Company'** on property located at **211 West 24th Street**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-22 Letter from the City Manager and the following two Ordinances:

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Mack's Barge'** on property located at **4300 Colley Avenue**," was introduced in writing and read by its title.

Rick Henn, representing the applicant, 1400 Granby Street, Unit 407, was present to answer questions.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-22A An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'Mack's Barge'** on property located at **4300 Colley Avenue**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-23 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting and appropriating the sum of $50,000 from the **Virginia Brownfield Assistance Fund** for additional environmental assessments at **Harbor Park and Shoreline area**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-24 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing a **Cost Sharing Agreement** with Hampton Roads Sanitation District for the relocation and replacement of Force Main SF-007 at Buckman Avenue," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-25 Letter from the City Manager and a Resolution entitled, "A Resolution naming the public City Park located at southwest corner of **Duke and York Streets** for **Admiral David G. Farragut**," was introduced in writing and read by its title.

**ACTION:** The Resolution as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-26 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **Metal Concepts, Inc.**, in the amount of $46,770.69, plus interest, based upon the **overpayment of its machinery and tools tax for the years 2012 through 2015**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-27 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **SureID, Inc., f/k/a EID Passport, Inc.**, in the amount of $7,325.62, plus interest, based upon the **overpayment of its Business Personal Property Tax for the years 2013 and 2014**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-28 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **London Plaza Coin Laundry, Inc.**, in the amount of $2,693.46, plus interest, based upon the **overpayment of its Business Personal Property Tax for the years 2012 through 2014**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-29 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **All Carolina Crane & Equipment, L.L.C.** in the amount of $13,191.61, plus interest, based upon the **overpayment of its Business Personal Property Tax for the year 2015**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-30 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **Bayview Plaza Pharmacy Inc,** in the amount of $31,476.05, plus interest, based upon the **overpayment of its Business License Tax for the year 2015**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-31 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **ABNB Federal Credit Union** in the amount of $3,290.96, plus interest, based upon the **overpayment of its Business Personal Property Tax for the year 2014**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-32 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **AT&T Capital Services, Inc.,** in the amount of $18,703.77, plus interest, based upon the **overpayment of its Business Personal Property Tax for the years 2013 through 2015**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-33 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Section 25.1-37, Section 25.1-75 and Section 25.1-87 of the *Norfolk City Code, 1979*, as amended, concerning parking rates for residents of the **Central Business District**, rates for parking in off-street facilities and designating a parking garage," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-34 An Ordinance entitled, "An Ordinance to amend and reordain **Section 2.1-58** of the **Code of the City of Norfolk, 1979** as amended, to designate a committee membership position on the **Military Economic Development Advisory Committee** for the **Executive Director** of the **Hampton Roads Military** and **Federal Facilities Alliance**," was introduced in writing and read by its title.

**ACTION:** The Ordinance as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

R-35 A Resolution entitled, "A Resolution appointing **Craig Quigley** to the **Military Economic Development Advisory Committee** for a certain term," was introduced in writing and read by its title.

**ACTION:** The Resolution as introduced was **adopted**, effective February 9, 2016.

Yes: Graves, Johnson, Protogyrou, Riddick, Smigiel, Whibley and Fraim.

No: None.

Mayor Fraim departed at the conclusion of the agenda. Vice Mayor Mrs. Williams Graves in the chair.

## NEW BUSINESS

1. Roy B. Martin, IV, Chair of the Public Library Board of Trustees, thanked Council for their continuous support to the Libraries. He also informed Council that even though the Slover Library is the premier Library, the branches are during really well. There has been an enormous increase of citizens coming through all of the branches and services provided to the citizens.

2. Janice McKee, 903 Hatton Street, spoke regarding the Campostella STEM School. She stated that she was the one who came to Council and asked for the school, that they did not get all the rooms that were promised and that going back to a neighborhood school will not provide the diversity that is needed.

3. Sarah Peoples-Perry, 405 Pendleton Street, spoke about the Southside STEM School, stating that they have been working hard to get diversity to the Southside.

4. Rodney Jordan, 2506 Myrtle Avenue, stated he wanted to share with the council a portion of an Old Dominion University master's thesis entitled, "Residential Segregation in Norfolk, Virginia: How the federal Government Reinforced Racial Segregation in A Southern City, 1914-1957." He read from the preface that gave background information on the author - a naval officer – and his experience looking for a place to live in Norfolk, noting Norfolk's neighborhoods are divided by race and how he was advised by other officers against living in an African American neighborhood. Mr. Jordan commented that the decisions made 70 years ago during urban renewal continue to affect the city today, and that he hopes that we can be proudly diverse and that school and housing policies can support the type of city we want to be.

5. Michael McKenna, 3124 Douglas Road, Chesapeake, spoke about **1)** Retirees receiving two 1099-R tax forms, stating that there was a printing error in the first 1099-R received, and **2)** Mr. McKenna next stated retirees were mailed a second W-2 form correcting the original, that some had filed their taxes before receiving the correction, and that the city should pay the re-filing fee, and asked: **3)** for assistance to re-open the Police and Fire Museum **4)** Employees who retired 3 years ago who were overpaid have been asked to pay back the money and **5)** for a recount of the ERC election that was recently held, since the ballot box was left unattended.

6. Danny Lee Ginn, 3844 Dare Circle, requested televising persons speaking on new business.

THE CITY OF NORFOLK

Inter Department Correspondence Sheet

**TO:** Members of Council

**FROM:** City Clerk

**COPIES TO:**

**SUBJECT:** Minutes of the Transportation Infrastructure Committee Meeting

February 12, 2016

Attached are the minutes from the Transportation Infrastructure Committee meeting held February 9, 2016.

R. Breckenridge Daughtrey

# NORFOLK, VIRGINIA

# TRANSPORTATION INFRASTRUCTURE COMMITTEE MEETING

# TUESDAY, FEBRUARY 9, 2016

The meeting was called to order with the following members present: Mayor Fraim, Mr. Riddick, Mr. Protogyrou and Mrs. Williams Graves

## I-564 UPDATE

Presenter: Mr. Tim Brown, Construction Operations Engineer, Eastern Federal Lands Highway Division:

Mr. Brown gave a brief history of the Federal Lands Highway divisions. The eastern division controls everything east of the Mississippi River and their design and construction roles are contract administration, design oversight/coordination and construction management. Their main goal is delivery of the final project.

A map was presented showing the full 1-564 intermodal connector project. There are five main bridges on the project. Part of the project includes relocating Patrol Road. The intermediate (60%) Design for Mainline was submitted February 5, 2016. The intermediate design for connection to Hampton Boulevard is scheduled for February 29, 2016. Final plans are anticipated April/May 2016.

Utility, earthwork and foundation work at existing 1-564 is underway. The mainline earthwork construction is scheduled for April 2016. Construction is scheduled to be complete in the summer of 2018.

Traditional FLH partners: National Park Service, U.S. Forest Service, State DOTs, U.S. Fish and Wildlife Service, Departments of Defense, Bureau of Indian Affairs.

Non-traditional FLH partners: Norfolk Southern Corporation, CSX Transportation, Local government agencies, National Trust for Historic Preservation.

Project Design Challenges-2014:

- Alternate technical concept for 564 interchange
- Storm water management modifications near airfield
- Traffic volume changes
- Air terminal interchange/Patriot Crossing evaluation/accommodations

Project Design Challenges-2015:

- Navy security requirements
- Information Technology Security integration

Mayor Fraim asked why the project is taking so long and who can give him a completion date. Mr. Brown suggested he talk with Melissa Ridenour, the Division Engineer for EFL.

## NORFOLK INTERNATIONAL TERMINALS UPDATE

Presenter: Ms. Sarah McCoy, Manager, Government and Community Affairs, Port of Virginia:

NIT is one of four terminals around the harbor, and is the oldest and largest container handling facility. Photographs and drawings were presented showing where the North Gate will be positioned on the facility. The North Gate will connect to I-564. The project will add 26 lanes of ingress and egress to the terminal's North Berth, which will double the gate capacity, and will improve the flow of truck traffic at NIT. After looking at modeling, they anticipate approximately a third of the volume of truck traffic will be removed from Hampton Boulevard on a daily basis.

The North Gate is part of an Infrastructure Optimization for the entire facility:

- 6 OCR Portals
- Automated to increase safety
- Rail Mounted Gantry Cranes
- Rail improvements to increase velocity of rail cargo
- Increase capacity to decrease congestion

Schedule:

- Broke ground July 22
- North Gate closed on October 9, 2015
- All cargo traffic routed to South Gate
- North Gate open December, 2016

## MIDTOWN TUNNEL UPDATE

Presenter: Daniel Norman, Construction Director, Elizabeth River Crossings

**Drawings and photographs were presented for review.**

- Rehabilitation Projects and Activities:
- Existing Westbound Downtown Tunnel
- Existing Eastbound Downtown Tunnel
- (Completion date August 2016)

Photographs were presented showing current progress on the MLK Freeway extension. The completion date is December 2016.

Photographs of the new Midtown Tunnel tube were presented for review. Construction began two years ago at Sparrows Point. Two milestones celebrated this year: March 24th - floated the second set of tunnel sections out of Baltimore; July 14th - immersed tunnel sections. They are presently working on how they will phase new tunnel traffic with existing tunnel traffic.

The existing railroad bridge was recently demolished as part of flood protection mitigation measures. A new bridge with a higher profile will be constructed. A system of berms and a sheet pile wall are being built which will protect the tunnel from flooding up to an elevation of 8.25 feet. Part of the area has been converted to be used as part of the Elizabeth River Trail. The completion date is December 2016.

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 – 609 Georgia Avenue |
| DATE: | February 19, 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:** | 609 Georgia Avenue | **Neighborhood:** | Colonial Place |
| **Zoning:** | R-8 | **Standard Lot Size:** | 50 Ft. x 100 Ft. |
| **House Type:** | 2 Story Single Family | **Proposed Lot Size:** | 25 Ft. x 110 Ft. |
| **House Size: (Width x Depth)** | 18.83 Ft. x 40 Ft. | **Square Footage:** | 1,610 Sq. Ft. |

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

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

THE CITY OF NORFOLK
CITY PLANNING

2q

# Office of Housing
Department of Planning and Community Development
## Development Certification for Non-Standard Lots

### Applicant Information

| | | | |
|---|---|---|---|
| **Applicant Name:** | Georgia Construction | **Date of Application:** | August 25, 2015 |
| **Mailing Address:** | 1340 N. Great Neck Road, Suite 1272-354 | | |
| **City, State, Zip Code:** | Virginia Beach, VA 23454 | | |
| **Phone Number:** | 757.472.4725 | **E-Mail:** | |

### Property Information

| | | | |
|---|---|---|---|
| **Location:** | 609 Georgia Avenue | **Neighborhood:** | Colonial Place |
| **Zoning:** | R-8 | **Standard Lot Size:** | 50 Feet x 100 Feet |
| **House Type:** | 2 Story Single Family | **Proposed Lot Size:** | 25 Feet X 110 Feet |
| **Proposed House Size:** | 18.10 Feet x 40 Feet | **Square Footage:** | 1610 SF |

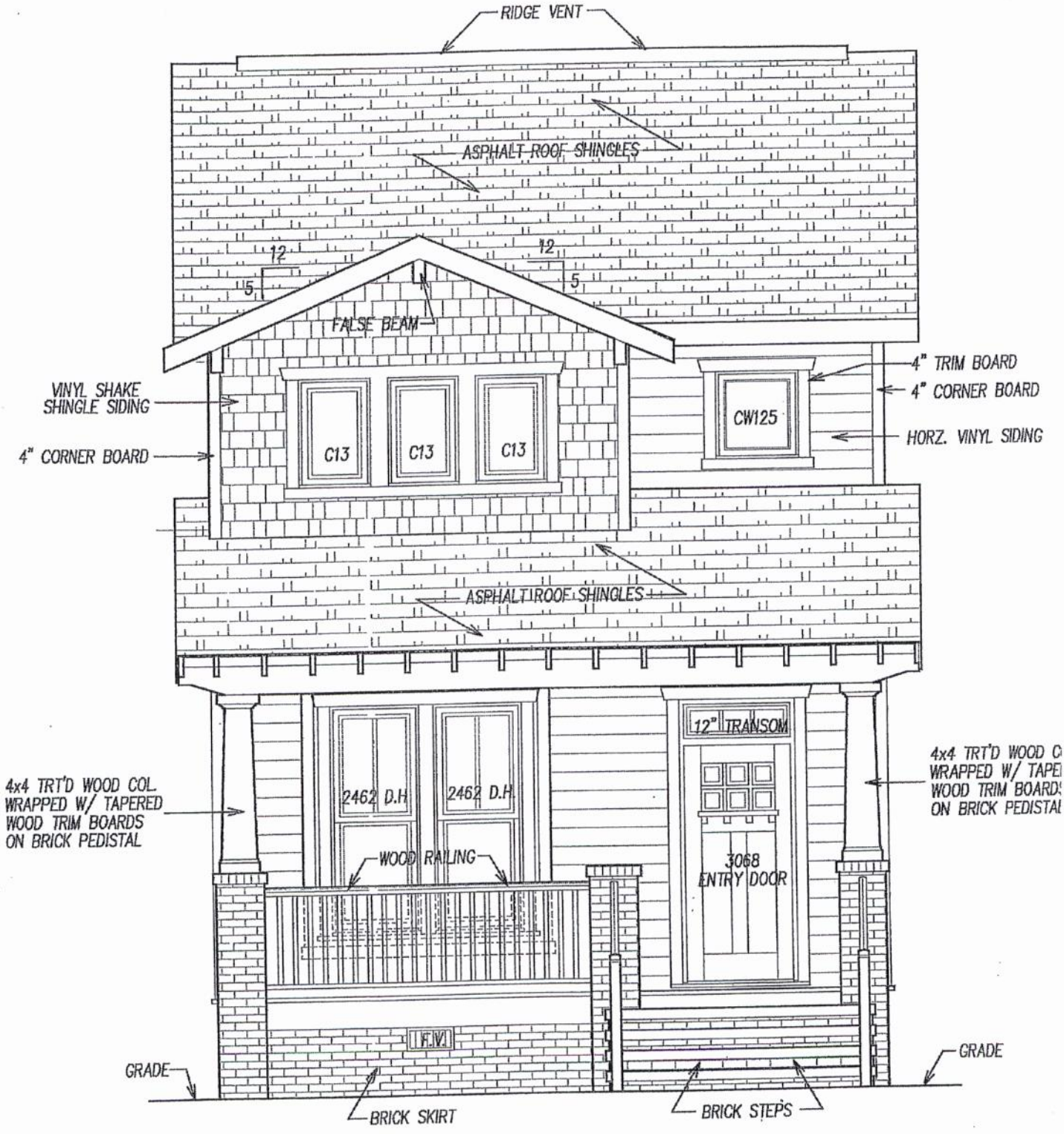
The proposed building plans and elevations for development of the site at 609 Georgia Avenue and located in the Colonial Place neighborhood in Norfolk, Virginia has been determined to be in keeping with the character of the neighborhood using the standards established by City Council in Section 4-0.15 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

February 17, 2016
Date

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




# FRONT ELEVATION

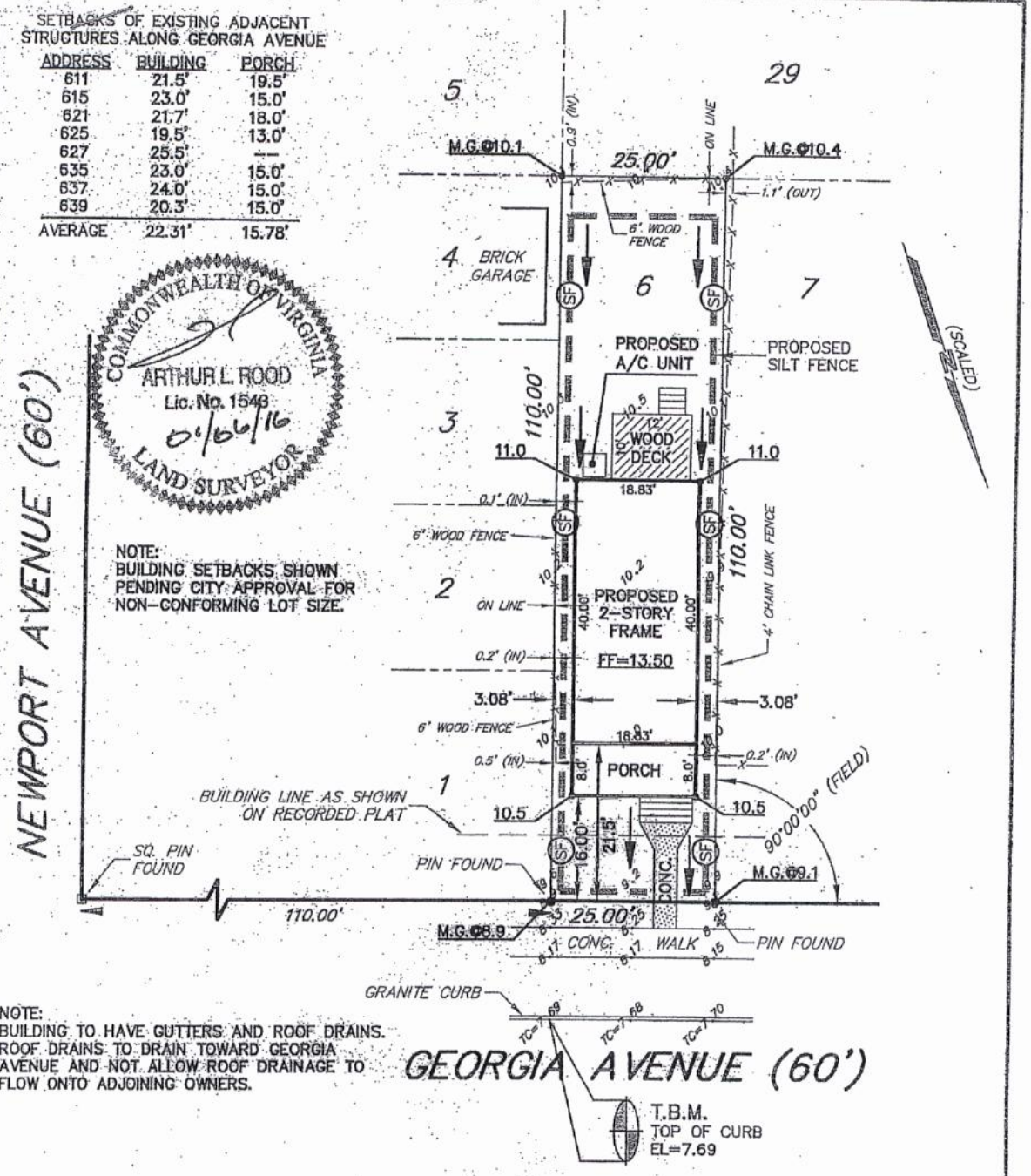
SCALE : 1/4" = 1'-0"

SETBACKS OF EXISTING ADJACENT STRUCTURES ALONG GEORGIA AVENUE

| ADDRESS | BUILDING | PORCH |
|---|---|---|
| 611 | 21.5' | 19.5' |
| 615 | 23.0' | 15.0' |
| 621 | 21.7' | 18.0' |
| 625 | 19.5' | 13.0' |
| 627 | 25.5' | -- |
| 635 | 23.0' | 15.0' |
| 637 | 24.0' | 15.0' |
| 639 | 20.3' | 15.0' |
| AVERAGE | 22.31' | 15.78' |

COMMONWEALTH OF VIRGINIA
ARTHUR L. ROOD
Lic. No. 1548
01/06/16
LAND SURVEYOR

NOTE:
BUILDING SETBACKS SHOWN PENDING CITY APPROVAL FOR NON-CONFORMING LOT SIZE.




NOTE:
BUILDING TO HAVE GUTTERS AND ROOF DRAINS. ROOF DRAINS TO DRAIN TOWARD GEORGIA AVENUE AND NOT ALLOW ROOF DRAINAGE TO FLOW ONTO ADJOINING OWNERS.

LEGEND:

- 10.0 EXIST. SPOT ELEVATION
- 12.5 PROPOSED ELEVATION
- PROP. DIRECTION OF FLOW
- BENCH MARK
- EXISTING FENCE
- EXISTING TREE

SITE PLAN
OF
LOT 6, BLOCK 51
COLONIAL PLACE
NORFOLK, VIRGINIA
FOR
GEORGIOU CONSTRUCTION


ROOD
LAND SURVEYING, P.C.
5737 BARTEE STREET
NORFOLK, VA. 23502
TEL: (757) 466-1111
FAX: (757) 466-9384


GRAPHIC SCALE
0 10 20 40 60

| | | | |
|---|---|---|---|
| SCALE: | 1"=20' | DRAWN BY: | W.W.L. |
| DATE: | 01/04/2016 | SHEET | 1 OF 5 |
| PLAT/DEED REFERENCE: | M.B. 4, P. 36 (Norfolk) | F.B. T-121 PG. | 9-10 |

63,196

THE CITY OF NORFOLK
CITY PLANNING

# MEMORANDUM

| | |
|---|---|
| TO: | City Council |
| THROUGH: | Marcus D. Jones, City Manager |
| FROM: | George M. Homewood, AICP, CFM, Planning Director |
| COPIES TO: | City Attorney, City Clerk |
| SUBJECT: | Pending Land Use Actions |
| DATE: | February 19, 2016 |

Attached for your review is the Pending Land Use Report, identifying applications received from February 3, 2016 through February 16, 2016. The report reflects items that are tentatively scheduled to be heard at the February 22, 2016 Architectural Review Board and the March 24, and April 28, 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 – February 22, 2016

| Number | Applicant | Location | Request | Ward | SW | Neighborhood |
|---|---|---|---|---|---|---|
| 1A | The Monument Companies | 200 E. 22nd Street | Encroach into the right-of-way with a canopy & door | 4 | 7 | N/A |
| 2A | Rolf Williams | 201 E. City Hall Avenue | Storefront renovation | 2 | 6 | Downtown |
| 3A | Matthew Wallace | 433 Granby Street | Business sign & encroachment | 2 | 6 | Downtown |

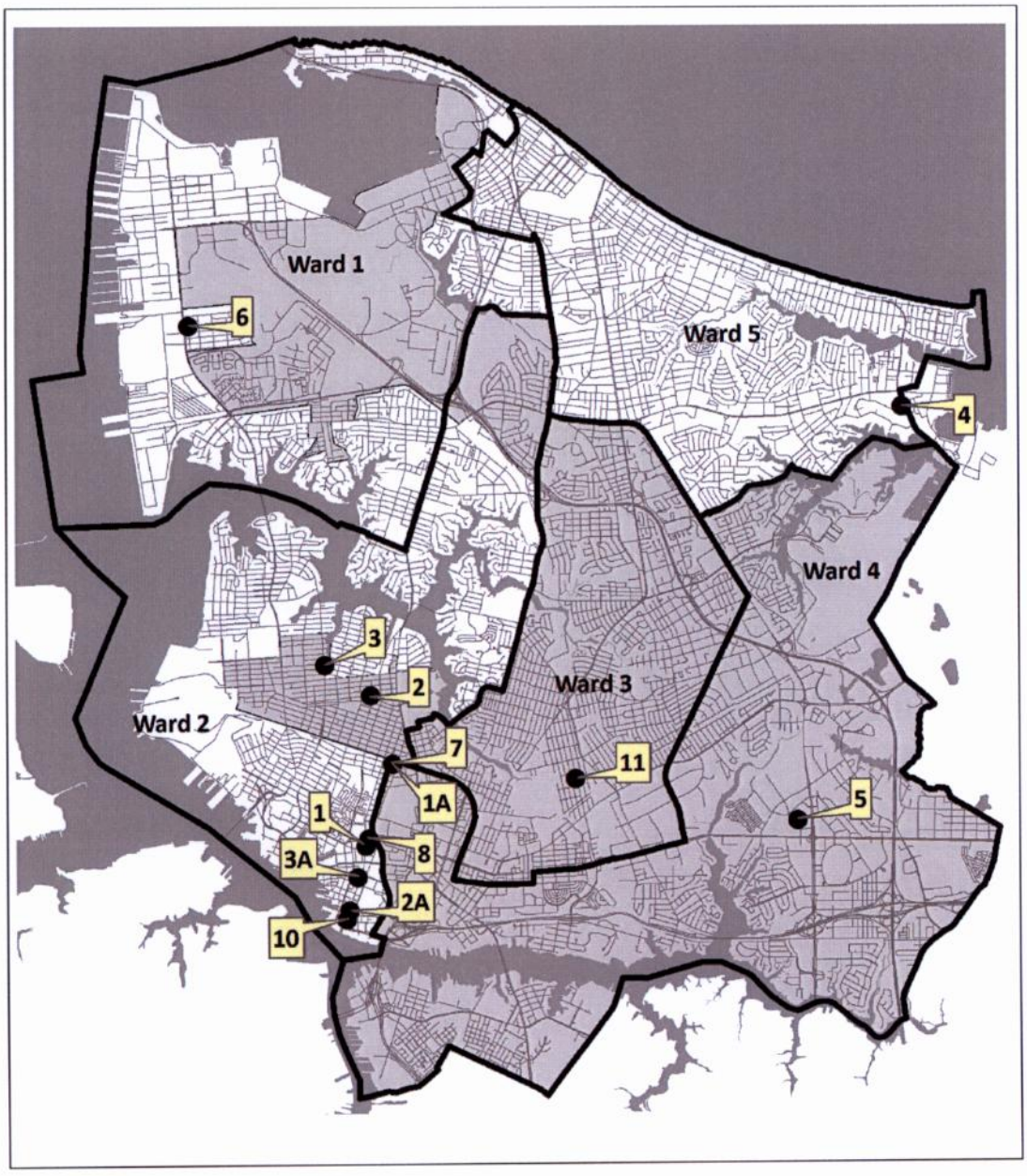
## City Planning Commission – March 24, 2016

| Number | Applicant | Location | Request | Ward | SW | Neighborhood |
|---|---|---|---|---|---|---|
| 1 | The Granby Social Club Incorporated | 763 Granby Street, Suite 765 | Special exception to operate an entertainment establishment with alcoholic beverages. | 2 | 6 | Downtown |
| 2 | Christy's Daycare | 406 W 33rd Street | Special exception to operate a day care home | 2 | 7 | Park Place |
| 3 | The Dirty Buffalo | 4012 Colley Avenue | • Special exception to operate an eating and drinking establishment<br>• Special exception to operate a commercial recreation center | 2 | 7 | Highland Park |
| 4 | Jimmy John's | 7813 Shore Drive | Special exception to operate a commercial drive-through | 5 | 6 | N/A |
| 5 | Noodles & Company, Inc. | 1081 N Military Highway | Special exception to operate an eating and drinking establishment | 4 | 7 | N/A |
| 6 | Dunkin Donuts | 8410 Hampton Boulevard | Special exception to operate a commercial drive-through | 1 | 6 | Glenwood Park |
| 7 | The Monument Companies | 200 E 22nd Street | Development waivers for a Granby Development Certificate to permit a substantial renovation of an existing structure located at 200 East 22nd Street. | 4 | 7 | N/A |

| | | | | | | |
|---|---|---|---|---|---|---|
| 8 | The Parlor on Granby | 804 Granby Street, Suite 806 | Special exception to operate an entertainment establishment with alcoholic beverages. | 2 | 7 | Downtown |
| 9 | City Planning Commission | N/A | Text amendment to section Table 11-31-A, "PCO-35th Table 11-31-A – Table of Land Uses" of the *Zoning Ordinance* to permit Funeral Homes as a land use permitted by special exception within the 35th Street Pedestrian Commercial Overlay (PCO-35th Street) district. | N/A | N/A | N/A |
| 10 | The Main Hotel and Conference Center | 100 and 120 E. Main Street | Special exception to permit alternative signage | 2 | 6 | Downtown |

## City Planning Commission – April 28, 2016

| Number | Applicant | Location | Request | Ward | SW | Neighborhood |
|---|---|---|---|---|---|---|
| 11 | Luna Development | 2415 Ballentine Boulevard | • Amendment to the future land use designation in the general plan, *plaNorfolk2030*, from Institutional to Residential Mixed.<br>• Change of zoning from IN-1 (Institutional) district to conditional R-13 (Moderately High Density Multi-Family). | 3 | 7 | Ballentine Place |




Pending Land Use Actions
FEBRUARY 3 - FEBRUARY 16

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.

THE CITY OF NORFOLK
PUBLIC WORKS

# MEMORANDUM

| | |
|---|---|
| TO: | City Council |
| CC TO: | Marcus D. Jones, City Manager; Ronald H. Williams, Jr., Deputy City Manager Richard Broad, Assistant Director; Rob Brown, City Transportation Engineer |
| FROM: | David Ricks, Director of Public Works |
| SUBJECT: | Traffic Control Speed Limit Signs – Additional Information |
| DATE: | February 19, 2016 |

On the February 23, 2016 regular agenda, City Council will be reviewing an ordinance authorizing the change of speed limit within the Meadowbrook neighborhood. This agenda item is being submitted in response to requests from residents of the civic league concerned with the speed levels of traffic on the interior streets of the neighborhood.

Public Works presented to the neighborhood a citywide neighborhood Pilot Speed Zone Program for consideration to assist Public Works, the Norfolk Police Department, and the community with addressing speed issues. The Pilot Speed Zone Program is designed to address requests for setting and potentially lowering the speed limits particularly within neighborhoods. This criteria includes narrow roadway width, parking, lack of sidewalks, crash history, restricted visibility, pedestrian and bicycle activity and roadway geometric characteristics as the main points.

Based on traffic volume and speed studies and engineering assessments, the Division of Transportation is recommending the implementation of a Pilot Speed Zone Program for the change of speed limit from 25 MPH to 20 MPH along the following streets within the Meadowbrook neighborhood:

1. Claud Lane,
2. Cortlandt Place,
3. Helena Avenue,
4. Pasadena Court,
5. Runnymede Road,
6. Shirland Avenue,
7. Trouville Avenue

In addition to the above, as a measure to help address speed levels on North Shore Road, the division is recommending the installation of stop sign control on North Shore Road at Cortlandt Place.

After the initial determination was made, staff met with the Meadowbrook Civic League for consultation and approval. As a result of the meetings, an ordinance has been drafted to include this proposal and submitted to City Council for approval.

CITY OF NORFOLK
OFFICE OF THE MAYOR

PAUL D. FRAIM
MAYOR

February 19, 2016

The Honorable Angelia Williams Graves
The Honorable Mamie B. Johnson
The Honorable Andrew A. Protogyrou
The Honorable Paul R. Riddick
The Honorable Thomas R. Smigiel, Jr.
The Honorable Theresa W. Whibley
The Honorable Barclay C. Winn

Ladies and Gentlemen:

Pursuant to Section 12 of the City Charter, I hereby call a special meeting of the Council to meet at 4:00 P.M., February 23, 2016, in the 10th floor conference room at City Hall for a Business Meeting.

Thank you,

Paul D. Fraim
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 • paul.fraim@norfolk.gov

# CITY OF NORFOLK
# OFFICE OF THE MAYOR

Paul D. Fraim
Mayor

February 19, 2016

The following meetings will take place on Tuesday, February 23, 2016:

1. 4:00 P.M. Health, Education & Families (HEF), 10th floor conference room at City Hall.

2. 4:30 P.M. Council to assemble in the 10th floor conference room at City Hall for a Business Meeting.

3. 7:00 P.M. Regular Council Meeting.

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

# NORFOLK, VIRGINIA

# DOCKET FOR THE COUNCIL

# TUESDAY, FEBRUARY 23, 2016 – 7:00 P.M.

Prayer to be offered by Councilman Paul Riddick, followed by the Pledge of Allegiance.

## INVITATION TO BID

IB-1 **INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a **Long-Term Garage Parking Agreement**, with a term of approximately eleven years and six months for 1,600 to 2,000 parking spaces in the City of Norfolk in Fountain Park Garage located at 130 Bank Street, MacArthur Center North and MacArthur Center South Garages located at 500 E. City Hall Avenue, Bank Street Garage located at 441 Bank Street, and Freemason Street Garage located at 161 Freemason Street.

## 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 **Brock Ventures, Inc.**, for an amendment to the future land use designation in the General Plan, *plaNorfolk2030*, from Institutional to Multifamily and for a change of zoning from IN-1 (Institutional) District to R-13 (Moderately High Density Multi-Family) District on property located at **435 Virginia Avenue**.

**(A request has been made to continue to April 26, 2016)**

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 Auto Connection,** for a change of zoning from R-8 (Single-Family) District to Conditional C-2 (Corridor Commercial) District on an approximately 80-foot by 125-foot portion of the property located to the northwest of the site on property located at **6336-6352 E. Virginia Beach Boulevard**.

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 permit, by special exception, any one use listed in Table 4-A or Table 6-A of the *Zoning Ordinance of the City of Norfolk, 1992*, as amended, in a building which has been designated as a ***Norfolk Historic Landmark*** under Chapter 9 of the *Zoning Ordinance*, even when the use does not appear on the use table for the zoning district in which the building is located.

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 the **City Planning Commission**, to amend *plaNorfolk2030* so as to adopt the ***Coastal Character District*** with associated actions and for a zoning Text Amendment to Section 2-3, "Definitions," Table 4-B, "Yard Requirements in Residential Districts," Section 15-4, "Motor vehicle parking design standards," Table 15-A, "Table of Minimum Parking Requirements," and Table 15-B, "Table of Bicycle Parking Requirements," of the *Zoning Ordinance of the City of Norfolk, 1992* as amended, to define **"Character District, Coastal,"** to amend the zoning map to adopt the Coastal Character District boundaries and to amend various development and design standards within the district.

PH-5 **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 an Ordinance to amend and reordain Sections 1 and 2 of the **Capital Improvement Program Budget** and to add a new Section 3 to the Capital Improvement Program Budget for the fiscal year 2016 to finance Economic Development Authority costs in the amount of $14,500,000 related to the conversion of the former J.C. Penney store at Military Circle to an office building.

PH-6 **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 Economic Development Authority of the City of Norfolk's** (the "EDA") issuance of up to $14,500,000 in Notes (the "EDA Notes") to finance, in whole or in part, certain costs of the EDA related to the acquiring, constructing and equipping of the former J.C. Penney store at the Gallery at Military Circle and the property related thereto and the costs of issuing the EDA Notes.

PH-7 **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 City's issuance of up to $8,000,000 in **Wastewater System Revenue Bonds** (the "Wastewater Revenue Bonds") to finance, with respect to the City's wastewater system, certain costs of acquiring, constructing and equipping capital improvements for which bond proceeds have been appropriated pursuant to the City's Capital Improvement Plan.

PH-8 **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 City's issuance of up to $3,000,000 in **General Obligation Storm Water System Bonds** (the "General Obligation Bonds") to finance, with respect to the City's storm water system, certain costs of acquiring, constructing and equipping capital improvements for which bond proceeds have been appropriated pursuant to the City's Capital Improvement Plan.

PH-9 **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 an Ordinance authorizing the vacation and release by the City of Norfolk to **City Walk Two, LLC**, those certain two pedestrian access easements located on and running through the **Two Commercial Place Building**.

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 an Ordinance authorizing an Amendment to the Lease between the City of Norfolk and **The Muddy Paws Grooming and Retail Store, LLC** for that certain property located at **400 Granby Street, Suite North B**.

## CONSENT AGENDA

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

C-1 Letter from the City Manager advising, in accordance with Chapter 33.1-41 of the Norfolk City Code, of emergency/sole source procurement during Hurricane Joaquin with the Department of Public Works.

**Recommended Action:** Receive and file.

## REGULAR AGENDA

R-1 Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as 'Elegant Occasions by Krista' on property located at **9605 Granby Street**," will be introduced in writing and read by its title.

**(PASSED BY AT THE MEETING OF FEBRUARY 9, 2016)**

R-2 Matter of a letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Commercial Drive-Through for 'Chartway Federal Credit Union' on property located at **132 Kempsville Road**," will be introduced in writing and read by its title.

**(PASSED BY AT THE MEETING OF FEBRUARY 9, 2016)**

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting an exemption from real estate taxes for real property to **St. Thomas A.M.E. Zion Church** retroactive to July 1, 2013," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Subsection (f) of Sections 24-160, Section 25-219, Section 42-34, and Subsection (a) of Section 42-35 of the *Code of the City of Norfolk, 1979*, **SO AS TO** replace the words Sunday School, Church and Churches with the words Religious Education, Religious Institution and Religious Institutions and **SO AS TO** correct the typographical error in Section 42-34 by replacing the word show with the word snow," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Sections 25-646 and 25-654 of the *Norfolk City Code, 1979* **SO AS TO** add seven new speed limits and one new stop intersection," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain Sections 25-652 and 25-654 of the *Norfolk City Code, 1979*, **SO AS TO** add one new one-way street and five new stop intersections," will be introduced in writing and read by its title.

R-7 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a 2015 **State Homeland Security Program Grant Award** of $71,370.00 from the Virginia Department of Emergency Management (VDEM) for the City of Norfolk Office of Emergency Management for Community Sheltering Enhancement equipment," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and a Resolution entitled, "A Resolution to designate the area generally to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street in the City of Norfolk as the **Greater St. Paul's Revitalization** area," will be introduced in writing and read by its title.

R-9 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **Miller Oil Co., Inc.,** in the amount of $624,684.00, plus interest, based upon the **overpayment of its Business Professional and Occupational License Tax for the years 2012 through 2015**," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance amending and reordaining the **Fiscal Year 2016 Compensation Plan** (Ordinance No. 45,954) to add one new section authorizing a bonus for certain employees," will be introduced in writing and read by its title.

C: Dir., General Services

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: David S. Freeman, AICP, Director, General Services

**Subject**: Acceptance of Bid for Long-Term Parking Agreement for 1,600 to 2,000 parking spaces in the City of Norfolk in the Fountain Park Garage located at 130 Bank Street, MacArthur Center North and South Garages located at 500 City Hall Avenue, Bank Street Garage located at 441 Bank Street and Freemason Street Garage located at 161 Freemason Street.

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward**: 2/6

Approved: Marcus D. Jones, City Manager

**Item Number:** **IB-1**

I. **Recommendation:** Accept highest bid from a responsible bidder and adopt ordinance

II. **Applicant:** City of Norfolk

III. **Description:**

This agenda item is an Ordinance accepting a bid for a Long-Term Parking Agreement for one thousand six hundred (1,600) to two thousand (2,000) parking spaces in Fountain Park Garage located at 130 Bank Street, MacArthur Center North and South Garages located at 500 City Hall Avenue, Bank Street Garage located at 441 Bank Street, and Freemason Street Garage located at 161 Freemason Street. Together, the parking garages have sufficient available capacity to accommodate the 1,600 to 2,000 parking spaces required by this Agreement.

IV. **Analysis**

As stated above, sufficient capacity is available in the parking garages noted above to accommodate the potential demand of up to 2,000 total spaces. The term of the parking agreement would be eleven (11) years and six (6) months. Because the term is in excess of five (5) years, the proposed lease must be bid in accordance with the requirements of sections 15.2-2100, 15.2-2101 and 15.2-2102 of the *Code of Virginia*.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

**V. Financial Impact**

Revenues from this Agreement will support debt service and operations of the Parking System.

**VI. Environmental**

N/A

**VII. Community Outreach/Notification**

In accordance with the *Norfolk City Charter* and the *Code of Virginia*, legal notice was posted in The Virginian-Pilot. In addition, public notification for the 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, the Department of Development and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A - Terms and Conditions of Proposed Long-Term Parking Agreement
- Invitation to Bid

1/28/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE ACCEPTING THE BID SUBMITTED BY _____ FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF APPROXIMATELY ELEVEN YEARS AND SIX MONTHS, FOR THE LEASE OF 1,600 TO 2,000 PARKING SPACES IN THE CITY OF NORFOLK IN FOUNTAIN PARK GARAGE LOCATED AT 130 BANK STREET, MACARTHUR CENTER NORTH AND MACARTHUR CENTER SOUTH GARAGES LOCATED AT 500 E. CITY HALL AVENUE, BANK STREET GARAGE LOCATED AT 441 BANK STREET, AND FREEMASON STREET GARAGE LOCATED AT 161 FREEMASON STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk has invited bids for a lease of 1,600 to 2,000 parking spaces in the City of Norfolk in Fountain Park Garage located at 130 Bank Street, MacArthur Center North and MacArthur Center South Garages located at 500 E. City Hall Avenue, Bank Street Garage located at 441 Bank Street, and Freemason Street Garage located at 161 Freemason Street for a term of approximately eleven (11) years and six (6) months, subject to certain terms and conditions; and

WHEREAS, the requirements of Sections 15.2-2101 and 15.2-2102 of the Code of Virginia, 1950, as amended, have been met and the Council has carefully considered all bids submitted; now, therefore,

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

Section 1:- That _____, being the highest responsible bidder, its bid for a parking agreement, with a term of approximately eleven (11) years and six (6) months, in accordance with the terms and conditions set forth in Exhibit A attached hereto, for 1,600 to 2,000 parking spaces in the City of Norfolk in Fountain Park Garage located at 130 Bank Street, MacArthur Center North and MacArthur Center South Garages located at 500 E. City Hall Avenue, Bank Street Garage located at 441 Bank Street, and Freemason Street Garage located at 161 Freemason Street, is hereby accepted.

Section 2:- That pursuant to Section 15.2-2104 of the Code of Virginia, 1950, as amended, the Council has determined that a bond in the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) shall be executed in favor of the City of Norfolk.

Section 3:- That the City Manager is authorized to correct, amend, or revise the attached Terms and Conditions of Proposed Long Term Garage Parking Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Garage Parking Agreement, as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

**EXHIBIT A**

TERMS AND CONDITIONS OF PROPOSED LONG TERM GARAGE PARKING AGREEMENT

1. **PROVISION OF PARKING.**

During the Term of this Agreement, the City shall provide parking for Tenant in the Garages subject to the following terms and conditions:

(a) Parking capacity in either or some combination of both, in the City's discretion, in the MacArthur Center South Garage and the MacArthur Center North Garage (together, the "MacArthur Garages") of _____ (____) parking spaces (the "MacArthur Center Maximum Allocated Amount") will be made available by the City for use by Tenant. The parking spaces leased by Tenant in the MacArthur Garages will not be reserved, and there will be no designation for specific users.

(b) Parking capacity in the Fountain Park Garage of _____ (_____) parking spaces (the "Fountain Park Maximum Allocated Amount") will be will be made available by the City for use by Tenant. The parking spaces leased by Tenant in the Fountain Park Garage will not be reserved, and there will be no designation for specific users.

(c) Parking capacity in the _____ Garage of _____ (___) parking spaces (the "_____ Maximum Allocated Amount") will be will be made available by the City for use by Tenant. The parking spaces leased by Tenant in the _____ Garage will not be reserved, and there will be no designation for specific users.

(d) Any parking capacity in the Garages that have not been designated for use by Tenant may be made available by the City to other long term parkers or to the general public for transient parking on a non-exclusive, unreserved, first-come, first-served, open occupancy basis. Tenant specifically understands that maximum utilization of all parking spaces is extremely important to the City, and Tenant covenants to do all things reasonably necessary to permit the City to obtain such maximum utilization. On any given day, the City shall have no obligation under this Agreement to make available to Tenant any parking in excess of the Fountain Park Maximum Allocated Amount, the MacArthur Center Maximum Allocated Amount, and the _____.

(e) The City shall charge Tenant and Tenant shall pay as rent to the City $____ per month (the "Parking Fee") for each of the _____ (_____) parking spaces pursuant to this Agreement.

(f) Tenant shall not permit any parking spaces that are leased by Tenant to be used for any purpose other _____. In the event the parking spaces leased by Tenant hereunder are used for any purposes other than parking for tenants of _____, Tenant shall obtain the necessary Parking Permit and shall pay the standard parking rate for any such parking space. Failure to obtain such Parking Permits shall constitute a default under this Agreement, and the City shall be entitled, in addition to its other remedies, to the difference between the Parking Fee and the then current standard reserved monthly parking rate for each month and for each space that was used in violation of the provisions set forth in this subsection (f).

(g) The City's obligation to provide parking under this Agreement shall commence _____, 2016 and shall terminate on the last day of the _____ full calendar month thereafter.

(h) Tenant may, at any time, decrease the number of leased spaces with thirty (30) days' prior written notice to the City. The number of spaces leased in the Fountain Park Garage by Tenant after any such reduction shall constitute the new Fountain Park Maximum Allocated Amount, which number shall not thereafter be increased without the written approval of the City Manager, and the number of spaces leased in the MacArthur Garages by Tenant after any such reduction shall constitute the new MacArthur Center Maximum Allocated Amount, which number shall not thereafter be increased without the written approval of the City Manager.

(i) Tenant agrees to cooperate in all reasonable respects with the City and use such systems as the City may reasonably adopt from time to time in order to track actual use of parking spaces and the number of vehicles parked in the Garages, so long as such systems are generally consistent with those used in other comparable City owned garages to track similar uses of parking. Tenant acknowledges and agrees that attempts by Tenant, its agents, employees or contractors to circumvent such tracking systems and park additional vehicles without payment therefor may constitute grounds for termination of this Agreement.

2. **OPERATION AND USE**.

(a) The City shall allow unimpeded and open access to and from the Garages twenty-four (24) hours per day, seven (7) days per week, including holidays; provided, however, upon giving reasonable notice to Tenant, the City or its designated operator may restrict access to the Garages for the performance of necessary repairs or maintenance and such repairs or maintenance shall be completed as quickly as reasonably possible. If requested by Tenant, the City will provide replacement parking during such maintenance and repairs at other parking facilities owned by the City, and such facilities will be located as conveniently to the Garages as reasonably possible.

(b) Use of the Garages shall be subject to such reasonable rules and regulations as the City may adopt from time to time. The City shall reasonably and equitably enforce such rules and regulations.

3. **MAINTENANCE AND REPAIR**.

(a) The City shall continue to maintain the Garages, or contract for the maintenance thereof, at all times in good order and condition, clean and free of rodents, in accordance with maintenance standards employed at comparable public parking areas in the City of Norfolk, so that the Garages shall comply with all building codes, ordinances, regulations, and laws of any governmental authority having jurisdiction thereof. The City shall be responsible for maintenance and repair of the Garages and shall pay all charges for water, sewer, gas, electricity and other utilities. The term "maintenance" shall include, but not be limited to, painting, operation, inspection, testing, repair, replacement of mechanical, electrical or similar components and/or cleaning the Garages, including elevators and appurtenant facilities.

(b) In the event of any damage or destruction of all or any portion of a Garage, the City shall undertake promptly to repair or rebuild the Garage and to provide replacement parking as promptly as reasonably possible after the date of such damage or destruction, or the City may choose not to make such repairs or rebuild the Garage in which case the City shall provide replacement parking as requested by Tenant for the remainder of the term of this Agreement at other parking facilities owned by the City, and such facilities will be located as conveniently to Tenant's building as reasonably possible. During the period of any such repair or rebuilding, the City shall provide replacement parking as provided by paragraph 3(a).

(c) The City shall provide and maintain interior and exterior illumination sufficient to illuminate the Garages and all means of pedestrian and vehicular access and egress thereto and therefrom, between twilight and one hour after dawn.

(d) The City shall provide suitable and sufficient signs in and around the Garages as required for safe and orderly flow of pedestrian and vehicular traffic, including signage directing garage users to appropriate entrances and on any general directories provided by the City in the Garages.

(e) The City shall have the right to make and complete, using high quality workmanship and materials, such replacements, repairs, alterations and improvements to the Garages as it deems necessary or desirable in connection with the aforementioned usage consistent with applicable zoning laws. During the period of such replacements, repairs, alterations and improvements, the City shall provide replacement parking as provided by paragraph 3(a).

(f) In performing maintenance, the City shall use commercially reasonable efforts to minimize interference with Tenant's use, occupation and enjoyment of the Garages. If possible, maintenance shall be confined to the area actually being so maintained.

4. **TAX LIABILITY.**

The provisions of this Agreement shall not be deemed to require Tenant to pay, by whatever name called, income or receipts or excess profits taxes assessed against the City or any capital levy, rent, gift or transfer taxes incurred by the City, pertaining to the ownership or operation of the Garage.

5. **TITLE TO PROPERTY.**

The City covenants that it has full right to enter into this Agreement as of the date hereof and the City is or will be seized in fee simple of and have good and marketable title to the Garages, subject to any recorded liens, leases, encumbrances, easements, covenants, conditions and restrictions and existing zoning and other state and local requirements.

6. **INTEREST; ATTORNEYS' FEES.**

If Tenant fails to pay the City any amounts payable under this Agreement when due, following receipt by Tenant of notice thereof from the City, such past-due payments shall bear interest from the date due until paid at the rate of six percent (6%) per annum. In addition, Tenant

shall pay all reasonable out-of-pocket costs and expenses of collection (including court costs and reasonable attorneys' fees) incurred by the City in collecting sums due under this Agreement.

7. **INSURANCE; LIABILITY.**

The City shall not be liable to Tenant or Tenant's tenants, employees, agents or contractors for any injury, damage, compensation or claim directly or indirectly relating to or arising out of any use of the Garages by Tenant tenants, employees, agents or contractors unless such injury, damage, compensation or claim results from the City's gross negligence or willful misconduct.

8. **ASSIGNMENT AND LEASING.**

Tenant may not assign this Agreement, in whole or in part, or lease all or any part of the parking spaces leased hereunder, except to (i) a purchaser of the Project in the event of a sale thereof (ii) an Affiliate of Tenant, (iii) any lender as collateral for financing or (iv) any purchaser at a foreclosure sale, transferee pursuant to a deed in lieu of foreclosure, or any receiver appointed for the property. For purposes hereof, "Affiliate" shall mean as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a person means the possession, directly or indirectly, of the power to vote more than 50% of the voting stock or membership interests of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock or membership interests, or by contract or otherwise.

9. **NOTICES.**

All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be addressed as follows:

**To the City:**

City Manager
City of Norfolk
1101 City Hall Building
810 Union Street
Norfolk, VA 23510

with copies to:

Director of General Services
232 East Main Street, Suite 250
Norfolk, Virginia 23510

and

City Attorney
Office of the City Attorney
900 City Hall Bldg.
810 Union Street
Norfolk, VA 23510

**To Tenant:**

_____
_____
_____
_____

with a copy to:

_____
_____
_____
_____

Any communication so addressed shall be deemed duly served when received or when mailed by certified mail, postage prepaid, return receipt requested.

10. **TERMINATION.**

In the event Tenant violates any provision of this Agreement or defaults in any of its obligations hereunder, in addition to any other remedies set for herein or otherwise available, the City may terminate this Agreement if Tenant fails to cure such violation or default within thirty (30) days after Tenant's receipt of written notice of the violation or default. Tenant shall have the right to terminate this Agreement at any time by giving the City thirty (30) days written notice prior to the effective date of the termination.

11. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and this Agreement may be amended or modified only by a writing signed by the City and Tenant.

12. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW.**

At all times during which any term of this Agreement is in effect, Tenant 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 by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

13. **AUTHORIZATION TO TRANSACT BUSINESS.**

Tenant hereby represents that it is 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.

14. **MISCELLANEOUS.**

(a) The obligations of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns who shall be only those persons to whom this Agreement is permitted to be assigned in accordance with the terms and conditions of such agreement. Any such successors and assigns shall be deemed to have assumed and agreed to perform all obligations under this Agreement arising from and after such assignment, except in the case of a collateral assignment to secure a lender which shall be governed by Section 8 above.

(b) In the event that any provisions of this Agreement shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

(c) This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the Commonwealth of Virginia. Venue shall be in the Circuit Court of the City of Norfolk, Virginia.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

(e) Capitalized terms not otherwise defined herein shall have the meaning set forth in the Performance Agreement.

(f) A memorandum of this Agreement may be recorded in the land records of the City of Norfolk, Virginia, and the City agrees to execute and deliver to Tenant any such memorandum that accurately reflects the terms of this Agreement.

PH-01 Plan Amendment and Rezoning at 435 Virginia Avenue – Brock Ventures, Inc.

**THIS MATTER WILL BE CONTINUED TO APRIL 26, 2016**

01/25/2016 tsv

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 CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 435 VIRGINIA AVENUE FROM INSTITUTIONAL TO MULTIFAMILY.

- - -

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 435 Virginia Avenue is hereby changed from Institutional to Multifamily. The properties which are the subject of this change in land use designation are more fully described as follow:

Property fronts 560 feet, more or less, along the southern line of Virginia Avenue beginning 110 feet, more or less, from the eastern line of Colonial Avenue and extending eastwardly; property also fronts 560 feet, more or less, along the northern line of Carolina Avenue; premises numbered 435 Virginia Avenue.

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.

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: RM

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 435 VIRGINIA AVENUE FROM IN-1 (INSTITUTIONAL) DISTRICT TO R-13 (MULTI-FAMILY RESIDENTIAL) DISTRICT.

- - -

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

Section 1:- That the property located at 435 Virginia Avenue is hereby rezoned from IN-1 (Institutional) District to R-13 (Multi-Family Residential) District. The property which is the subject of this rezoning is more fully described as follows:

Property fronts 560 feet, more or less, along the southern line of Virginia Avenue beginning 110 feet, more or less, from the eastern line of Colonial Avenue and extending eastwardly; property also fronts 560 feet, more or less, along the northern line of Carolina Avenue; premises numbered 435 Virginia 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.

City of NORFOLK

C: Dir., Department of City Planning

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

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

Subject: **Rezoning from R-8 (Single-Family) to conditional C-2 (Corridor Commercial) and for a special exception to operate an automobile sales and services facility at 6336-6352 E. Virginia Beach Boulevard – Auto Connection**

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

**Ward/Superward: 4/7**

Approved: _____
Marcus D. Jones, City Manager

**Item Number: PH-2**

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

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

III. **Request:** Rezoning from R-8 (Single-Family) to conditional C-2 (Corridor Commercial) and for a special exception to operate an automobile sales and services facility.

IV. **Applicant:** **Auto Connection**

V. **Description:**

- The site is located on the northwest corner of East Virginia Beach Boulevard and George Street, in the Hollywood Homes/Maple Hall neighborhood.
- Granting the requests will allow the existing automobile sales facility to expand operations and utilize the entire site for automobile sales and service, including the rear portion of the site which has been zoned residential but used for auto storage in the past.
  - The previous full use of the site for automobile sales ceased operation in 2012 when the previous operated moved across the street.
  - This site has not been continuously and entirely used for automobile sales since 2012 and is no longer grandfathered for the use; requiring a special exception.

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

Attachments:

- Staff Report to CPC dated January 28, 2016 with attachments
- Proponents and Opponents
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: January 28, 2016**

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM

| **Staff Report** | **Item No. 3** | |
|---|---|---|
| **Address** | **6336-6352 East Virginia Beach Boulevard** | |
| **Applicant** | **Auto Connection** | |
| **Requests** | **Rezoning** | **R-8 (Single-Family) to conditional C-2 (Corridor Commercial)** |
| | **Special Exception** | **Automobile sales and service** |
| **Property Owner** | George Street Corp. | |
| **Site Characteristics** | Site/Building Areas | 2 acres/18,375 sq. ft. |
| | Future Land Use Map | Commercial |
| | Zoning | C-2 and R-8 |
| | Neighborhood | Hollywood Homes/Maple Hall |
| | Character District | Suburban |
| **Surrounding Area** | North | R-8: Single-family homes |
| | East | C-2: Hajjis Wholesale Auto Sales |
| | South | C-2: Woodlawn Cemetery and Grand Discount Furniture |
| | West | C-2: Carafello's Auto Sales |

**A. Summary of Request**

- The site is located on the northwest corner of East Virginia Beach Boulevard and George Street, in the Hollywood Homes/Maple Hall neighborhood.
- Granting the requests will allow the existing automobile sales facility to expand operations and utilize the entire site for automobile sales and service, including the rear portion of the site which has been zoned residential but used for auto storage in the past.
  - The previous full use of the site for automobile sales ceased operation in 2012 when the previous operated moved across the street.
  - This site has not be continuously and entirely used for automobile sales since 2012 and is no longer grandfathered for the use; requiring a special exception.

**B. Plan Consistency**

*Change of Zoning*

- The proposed rezoning is consistent with *plaNorfolk2030*, which designates this site as commercial.

*Special Exception*

- The Identifying Land Use Strategies chapter of *plaNorfolk2030* includes an action calling for the city to work to bring existing automobile sales and service establishments into compliance with applicable codes, with an emphasis on buffering, landscaping, and parking.
  - In order to be fully consistent with *plaNorfolk2030*, improvements should be made to this site to bring it closer to compliance with applicable codes.

**C. Zoning Analysis**

**i.** <u>General</u>

- The majority of the site is zoned C-2 (Corridor Commercial), which permits the proposed use with a special exception.
  - A portion of the site to the rear is zoned R-8 (Single-Family) and has been used for vehicle inventory storage for previous auto sales operations on the site.
    - This portion is proposed to be rezoned from R-8 to C-2; bringing the site into conformity with the proposed auto sales use.
- The site is located along a commercial corridor and there is residential exposure along the rear property line.
- The attached conditions ensure compliance with *plaNorfolk2030* and all *Zoning Ordinance* requirements.

| | Proposed |
|---|---|
| Hours of Operation | 8:00 a.m. until 9:00 p.m.,<br>Seven days a week |

**ii.** <u>Parking</u>

The surface parking lot on the site is sufficient to accommodate the parking requirements for the proposed use.

iii. 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 continuation of the existing automobile use on the site.

**E. Historic Resources Impacts**

- The site is not located within a federal, state, or local historic district.
  - Since some or all of the structures on the site are at least 50 years old, the site 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**

N/A

**G. Environmental Impacts**

- The conceptual plan submitted by the applicant demonstrates the following site improvements.
  - The nonconforming signs will be brought into full compliance with the *Zoning Ordinance*.
  - A landscape buffer will be installed along the rear property line, adjacent to the residential, and along the front and corner side property line, with new driveway aprons installed.
  - The storage area will be improved.

**H. Surrounding Area/Site Impacts**

- Over the past year there have been two calls for police service with no arrests made.
  - The calls for service concerned motor vehicle incidents.

**I. Payment of Taxes**

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

**J. Civic League**

Notice was sent to the Hollywood Homes/Maple Hall Civic League on December 18.

**K. Communication Outreach/Notification**

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

**L. Recommendation**

Staff recommends **approval** of the conditional rezoning and special exception requests, considering compliance with *Zoning Ordinance* requirements, subject to the proffers conditions below:

**Rezoning Proffer**

(a) The land rezoned will be used only for storage of inventory automobiles and its use will comply with all zoning regulations.

**Automobile Sales and Service – Conditions**

(b) The hours of operation for the facility shall be from 8:00 a.m. until 9:00 p.m., seven days a week. No use of the facility outside of the hours of operation listed herein shall be permitted.

(c) The site shall be generally designed in accordance with the conceptual site plan prepared by Site Improvement Associates, Inc., dated December 11, 2015, 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.

(d) A contiguous, solid, wood fence not less than eight (8) feet in height shall be installed and maintained along the northern property line, within the required landscape buffer area, except the fence shall be tapered down to a height of four (4) feet tall and with 50 percent fenestration for the portions of the fence located within 20 feet of the George Street public right-of-way.

(e) The parking lot shall be striped and all storage, display and parking of vehicles shall adhere to the conceptual site plan prepared by Site Improvement Associates, Inc., dated December 11, 2015, attached hereto and marked as "Exhibit A."

(f) Landscaping shall be installed and maintained in accordance with the conceptual site plan prepared by Site Improvement Associates, Inc., dated December 11, 2015, attached hereto and marked as "Exhibit A," in addition to landscaping to be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-6 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), subject to any revisions required by the City to be made during the site plan review and building permit plan review processes. The landscaping shall be maintained at all times.

(g) All nonconforming fences on the site shall be removed and all nonconforming signs on the site shall either be removed or modified to comply with the signage requirements within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

(h) There shall be no razor wire permitted on the site and any existing razor wire shall be

removed.

(i) All bollards on the site shall be painted and maintained free of visible corrosion.

(j) On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(k) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the current existing building.

(l) All landscaping installed on the site premises shall be maintained in a healthy growing condition at all times and shall be replaced when necessary.

(m) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

(n) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather flags, pennants, and streamers is prohibited.

(o) There shall be no signage, flags or banners visible from any public right-of-way affixed to the automobiles being displayed for sale.

(p) Test driving of the vehicles shall not occur within the neighborhood located in the vicinity of the site.

(q) No parking of any vehicles used for storage, display, or offered for sale or resale shall be permitted on any portions of the public right-of-way or on any unimproved surface.

(r) There shall be no storage of wrecked or inoperative vehicles in the building or on the property without a work order or an insurance claim form.

(s) All repair work shall be done inside the building. No repair work may take place outside.

(t) No exterior storage, placement or any otherwise display of tires or other vehicle parts is allowed.

(u) During all hours of operation the establishment operator shall be responsible for maintaining the property, those portions of public rights-of-way improved by sidewalk, and those portions of any parking lot adjacent to and used by customers of the premises regulated by the Special Exception so at to keep such areas free of litter, refuse, solid waste, and any bodily discharge.

(v) The property shall be kept in a clean and sanitary condition at all times.

(w) The establishment shall maintain a current, active business license at all times while in operation.

(x) No business license(s) shall be issued until conditions (b), (c), (d), (e), (f), (g), (h), (i) and (j) have all been implemented fully on the site.

**Attachments**

Location Map
Future Land Use Map
Zoning Map
1000' radii map of similar automobile establishments
Applications
Site plan/landscape plan
Notice to the Hollywood Homes/Maple Hall Civic League

**Proponents and Opponents**

**Proponents**

Michael Wayne Clifton – applicant
936 East Ocean View Avenue
Norfolk, VA 23503

Sam Baraki – engineer
800 Juniper Crescent
Chesapeake, VA 23320

**Opponents**

None

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY LOCATED AT 6336 TO 6352 EAST VIRGINIA BEACH BOULEVARD FROM R-8 (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO CONDITIONAL C-2 (CORRIDOR COMMERICAL) DISTRICT.

- - -

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

Section 1:- That a specific portion of the property located at 6336 to 6352 East Virginia Beach Boulevard is hereby rezoned from R-8 (Single-Family Residential) District to conditional C-2 (Corridor Commerical) District. The specific portion of the property which is the subject of this rezoning is more fully described as follows:

That portion with approximate dimensions of 80 feet by 125 feet located in the northwest corner of the property fronting 384 feet, more or less, along the northern line of East Virginia Beach Boulevard and 205 feet, more or less, along the western line of George Street and numbered 6336 to 6352 East Virginia Beach Boulevard. The portion is located immediately south of the properties known as Parcel A and Parcel B fronting on the south side of Hudson Avenue and numbered 6339 and 6343 Hudson Avenue.

Section 2:- That the property rezoned by this ordinance shall be subject to the following condition:

(a) The land rezoned will be used only for storage of inventory automobiles and its use will comply with all zoning regulations.

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.

01/26/2016 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 OPERATE AN AUTOMOBILE SALES AND SERVICE ESTABLISHMENT NAMED "AUTO CONNECTION" ON PROPERTY LOCATED AT 6336 TO 6352 EAST VIRGINIA BEACH BOULEVARD.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of an Automobile Sales and Service establishment named "Auto Connection" on property located at 6336 to 6352 East Virginia Beach Boulevard. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 384 feet, more or less, along the northern line of East Virginia Beach Boulevard and 205 feet, more or less, along the western line of George Street; premises numbered 6336 to 6352 East Virginia Beach Boulevard.

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

(a) The hours of operation for the facility shall be limited to 8:00 a.m. until 9:00 p.m., seven days per week. No use of the facility outside of the hours of operation listed herein shall be permitted.

(b) The site shall be improved generally in accordance with the conceptual site plan prepared by Site Improvement Associates, Inc., dated December 11, 2015, 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.

(c) A contiguous, solid, wood fence eight (8) feet in

height shall be installed and maintained along the northern property line, within the required landscape buffer area, except for any portion situated within 20 feet of the property line abutting George Street. Within 20 feet of the property line abutting George Street, a 50% open fence four (4) feet in height shall be installed along the northern property line.

(d) The parking lot shall be striped and all storage, display, and parking of vehicles shall conform to the layout set forth in the conceptual site plan attached as "Exhibit A."

(e) Landscaping shall be installed and maintained in accordance with the conceptual site plan attached as "Exhibit A." In addition, landscaping shall be installed and maintained at the base of any freestanding sign in accordance with the provisions of section 16-7.1 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), subject to any revisions required by the City to be made during the site plan review and building permit plan review processes.

(f) All landscaping installed on the site premises shall be maintained in a healthy growing condition at all times and shall be replaced when necessary.

(g) All nonconforming fences on the site shall be removed and all nonconforming signs on the site shall either be removed or modified to comply with the signage requirements within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

(h) There shall be no razor wire permitted on the site and any existing razor wire shall be removed.

(i) All bollards on the site shall be painted and maintained free of visible corrosion.

(j) On-site lighting shall be directed and shielded so as not to cast glare onto any adjacent residential properties.

(k) Dumpsters shall be gated and not visible from any

public right-of-way, and will be screened with masonry walls that complement the current existing building.

(l) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

(m) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather flags, pennants, and streamers is prohibited.

(n) There shall be no signage, flags or banners visible from any public right-of-way affixed to the automobiles being displayed for sale.

(o) Test driving of the vehicles shall not occur within the neighborhood located in the vicinity of the site.

(p) No parking of any vehicles used for storage, display, or offered for sale or resale shall be permitted on any portions of the public right-of-way or on any unimproved surface.

(q) There shall be no storage of wrecked or inoperative vehicles in the building or on the property without a work order or an insurance claim form.

(r) All repair work shall be done inside the building. No repair work may take place outside.

(s) No exterior storage, placement or any otherwise display of tires or other vehicle parts is allowed.

(t) During all hours of operation the establishment operator shall be responsible for maintaining the property, those portions of public rights-of-way improved by sidewalk, and those portions of any parking lot adjacent to and used by customers of the premises regulated by the Special Exception so at to keep such areas free of litter, refuse, and both solid and liquid waste.

(u) The property shall be kept in a clean and sanitary condition at all times.

(v) The establishment shall maintain a current, active business license at all times while in operation.

(w) No business license(s) shall be issued until conditions (b), (c), (d), (e), (g), (h) and (k) have all been implemented fully on the site.

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.

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

## SITE DATA:

- SITE ADDRESS: 6336, 6342 & 6352 EAST VIRGINIA BEACH BLVD,VA
- GPIN: 1457-99-8167
- SITE AREA: 90,333 S.F. / 2.07 A.C.
- TOTAL BUILDING AREA: ± 18,000 S.F.
- ZONING: C-2
- REQUIRED PARKING SPACES: 18,000 S.F./ 500 S.F. = 36 SPACES
- PARKING PROVIDED: 40 SPACES INCLUDING 2 H.C.
- FLOOD ZONE: PROPERTY IS IN FLOOD ZONE X AS SHOWN ON FEMA MAP #5155310081G DATED JANUARY 15,2015. ZONE "X" REFERS TO AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAN.
- LEGAL DESCRIPTION: PARCEL C; PART OF LOT 3; ALL OF LOTS 4, 5, 6, 7; PART OF LOT 8; PART OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; BLOCK NO.1 SECTION "A" HOLLYWOOD ON NORFOLK – VIRGINIA BEACH BOULEVARD

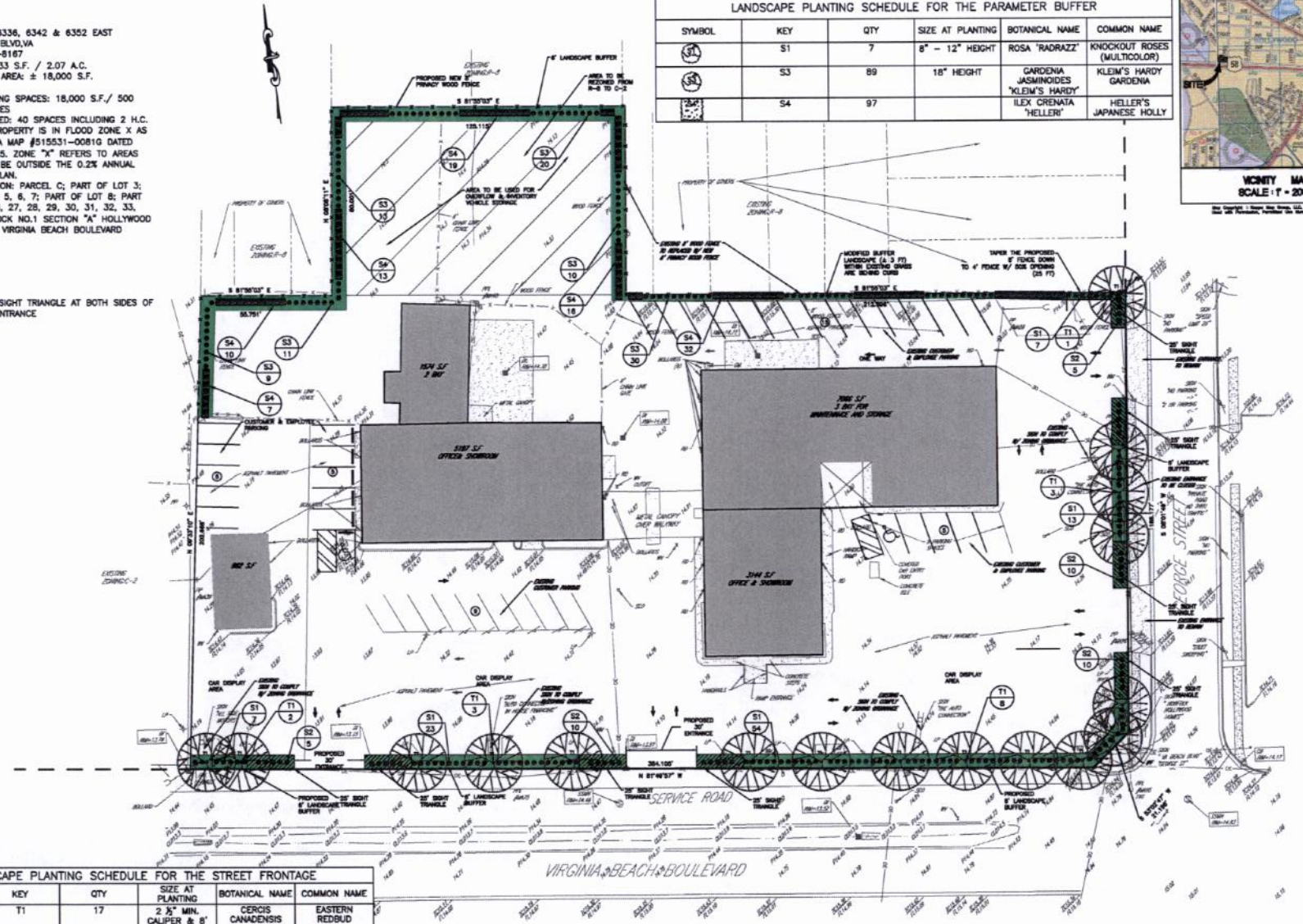
## LEGEND:

▨ – 25' SIGHT TRIANGLE AT BOTH SIDES OF EACH ENTRANCE

### LANDSCAPE PLANTING SCHEDULE FOR THE PARAMETER BUFFER

| SYMBOL | KEY | QTY | SIZE AT PLANTING | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|---|---|
| S1 | S1 | 7 | 8" – 12" HEIGHT | ROSA 'RADRAZZ' | KNOCKOUT ROSES (MULTICOLOR) |
| S3 | S3 | 89 | 18" HEIGHT | GARDENIA JASMINOIDES 'KLEIM'S HARDY' | KLEIM'S HARDY GARDENIA |
| 25' | S4 | 97 | | ILEX CRENATA 'HELLERI' | HELLER'S JAPANESE HOLLY |

VICINITY MAP
SCALE: 1" = 2000'




### LANDSCAPE PLANTING SCHEDULE FOR THE STREET FRONTAGE

| SYMBOL | KEY | QTY | SIZE AT PLANTING | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|---|---|
| T1 | T1 | 17 | 2 ½" MIN. CALIPER & 8' HEIGHT | CERCIS CANADENSIS | EASTERN REDBUD |
| S1 | S1 | 97 | 18" HEIGHT | ROSA 'RADRAZZ' | KNOCKOUT ROSES (MULTICOLOR) |
| S2 | S2 | 40 | 8" – 12" HEIGHT | ROSA 'MEIJOCOS' | DRIFT ROSE (MULTICOLOR) |

20 10 0 20 40
scale feet

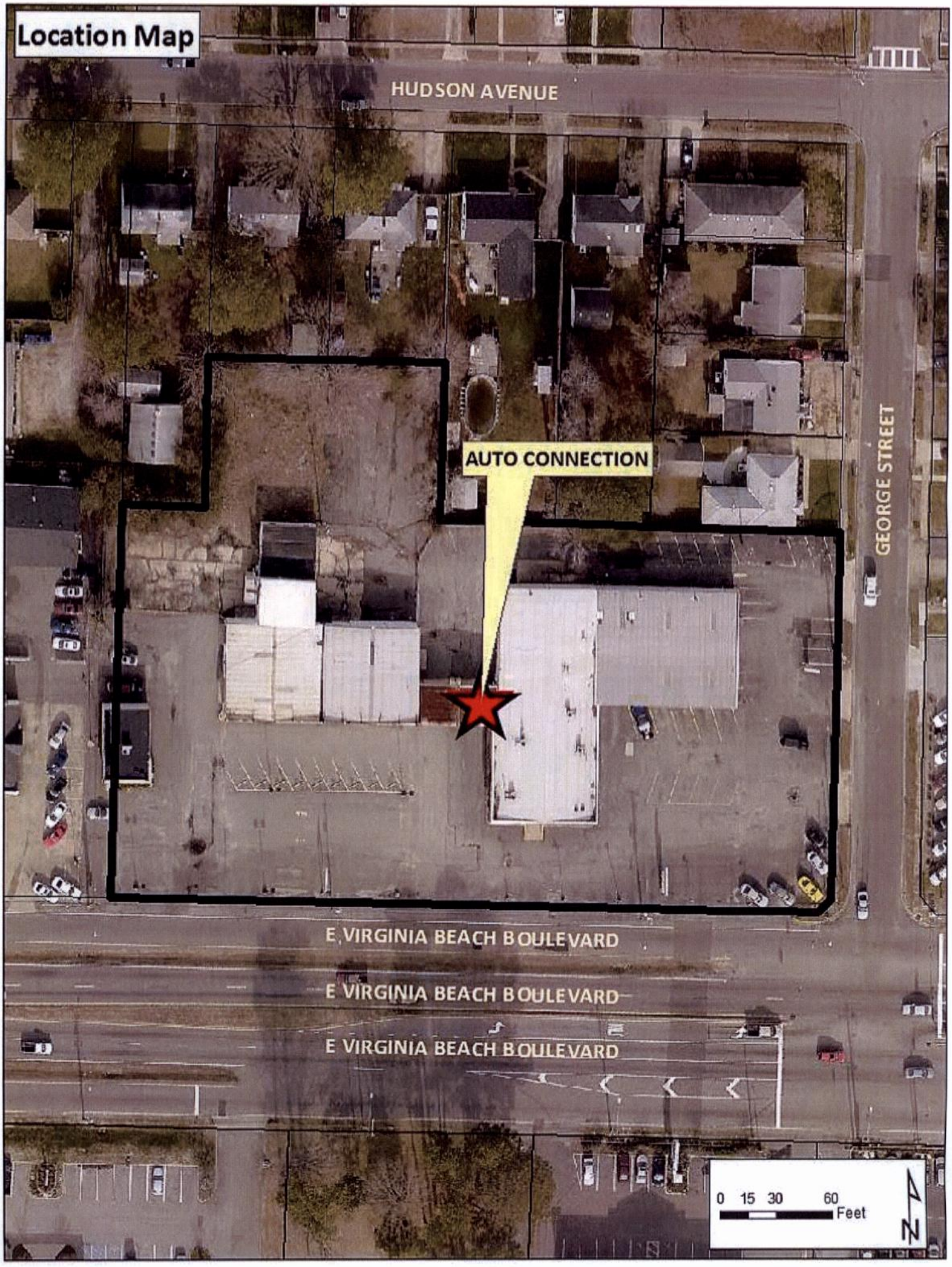
THIS DOCUMENT IS THE SOLE PROPERTY OF (SIA) SITE IMPROVEMENT ASSOCIATES, INC. IN WHOLE OR IN PART OR THE MODIFICATION OF ANY DETAIL OR DESIGN MAY NOT BE MADE FROM AN OFFICER OF (SIA) SITE IMPROVEMENT ASSOCIATES, INC.

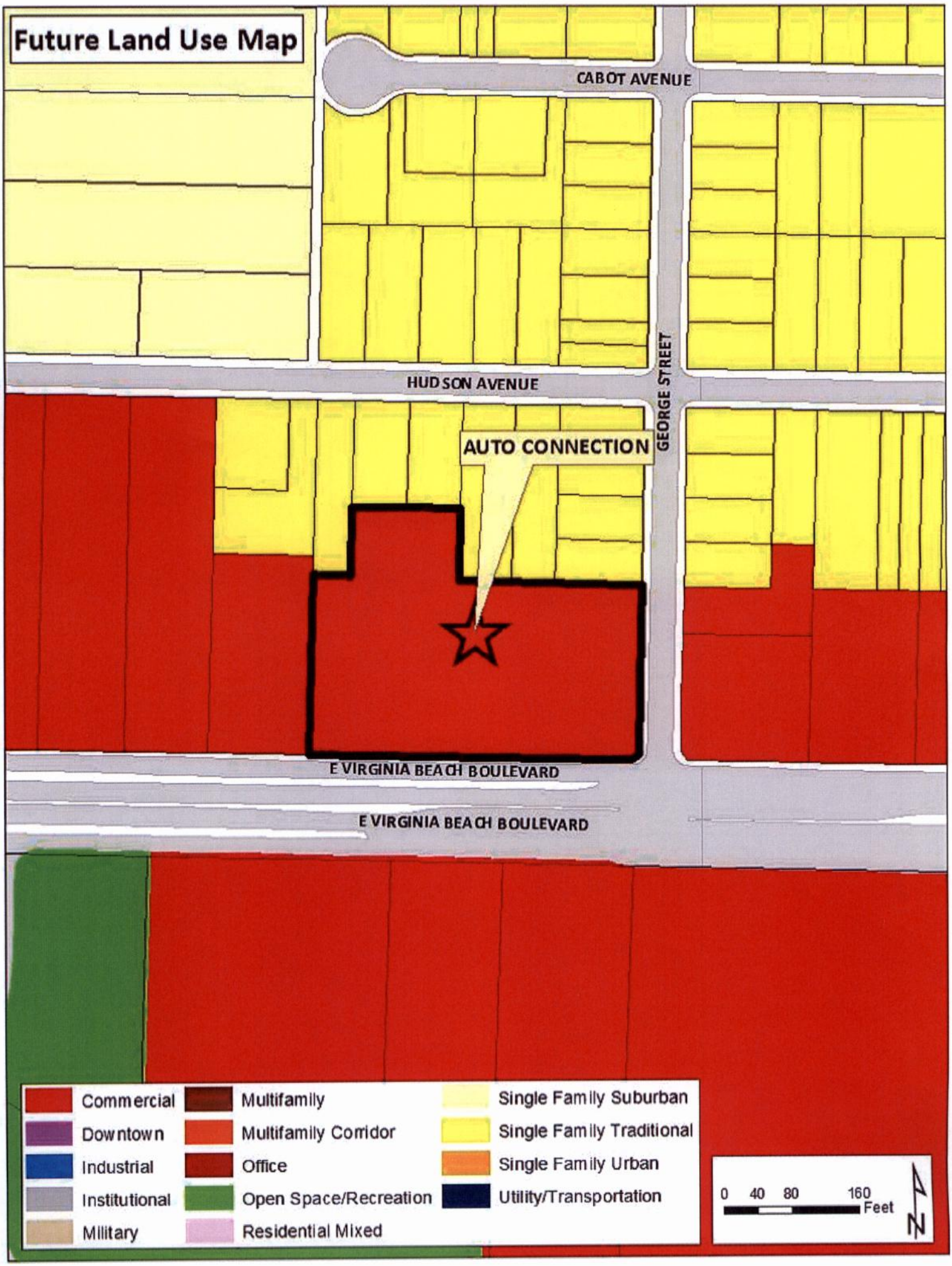
| No. | Date | Description REVISIONS |
|---|---|---|

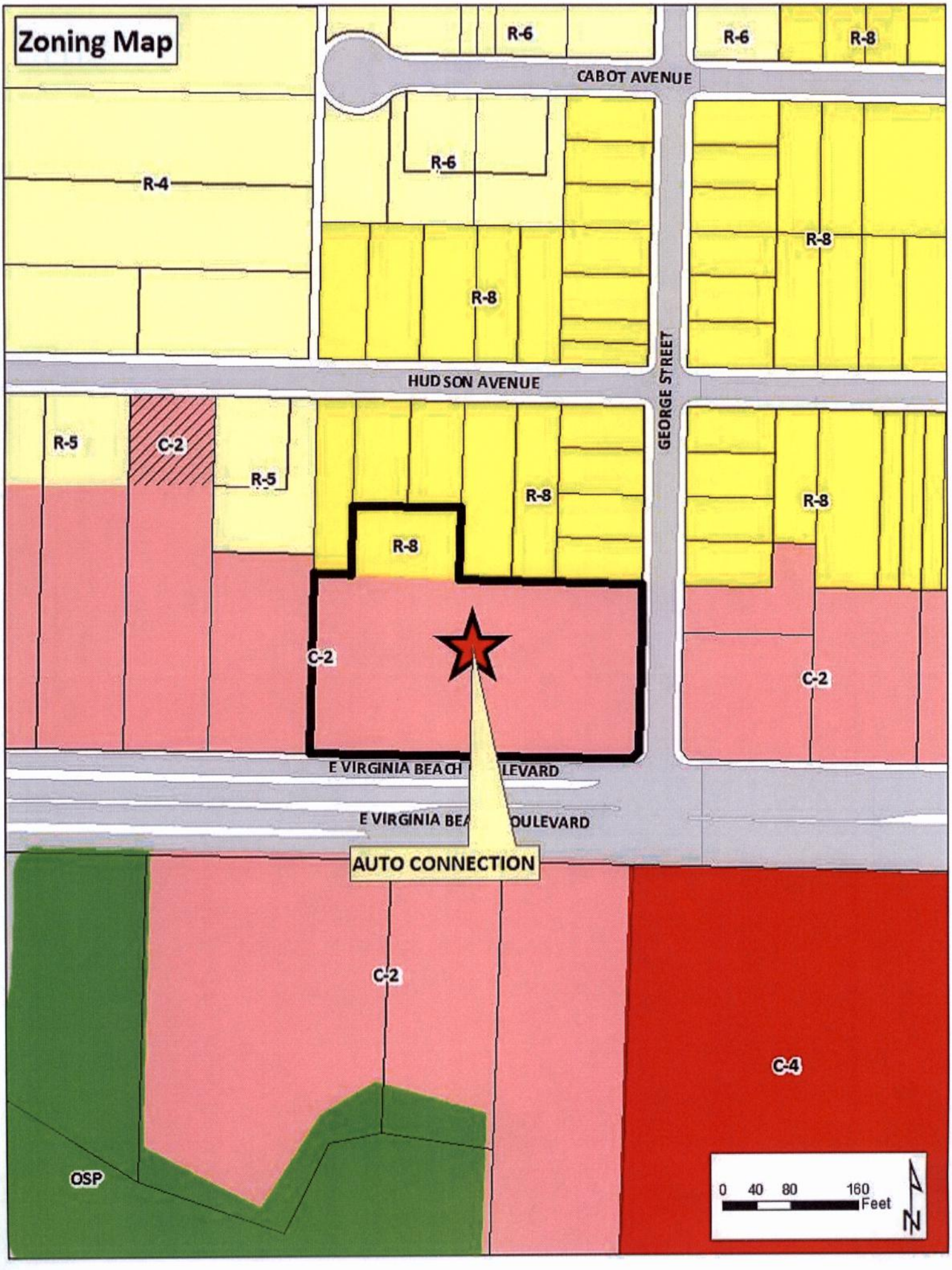
S I A Site Improvement Associates, Inc.
Civil Engineers, Surveyors, & Site Coordinators
Where Engineering and Construction Come Together
849 Independence, Suite A
Chesapeake, VA 23320
Office: 757-671-3080
Fax: 757-671-3089

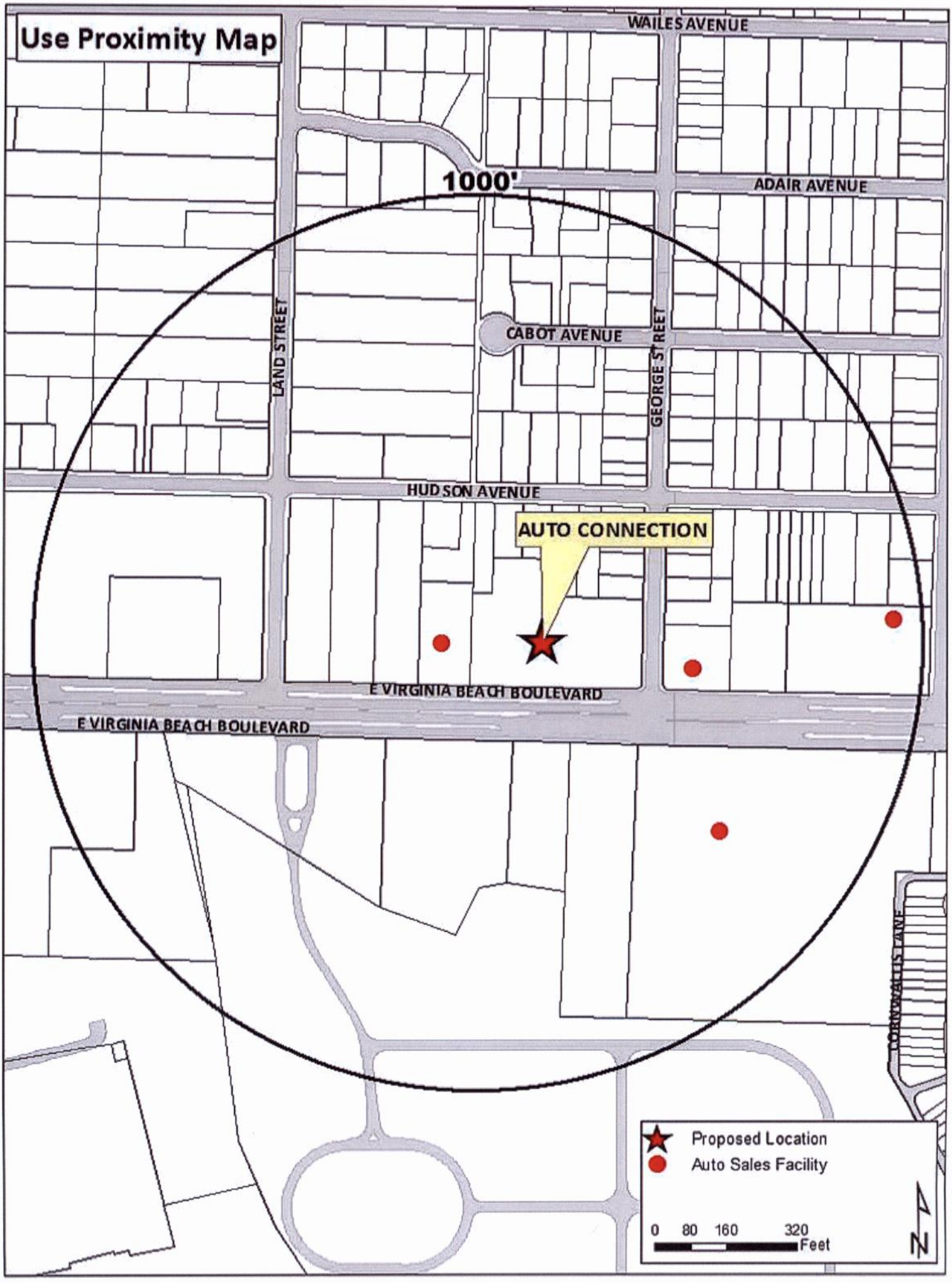
CONCEPTUAL SITE PLAN
FOR
AUTO CONNECTION CAR DEALERSHIP
TO ACCOMPANY A SPECIAL EXCEPTION APPLICATION
GPIN 1457-99-8167
NORFOLK, VA

JOB # 15189
DWG FILE: 15189-LO-1
DATE: 12/11/15
SCALE: 1" = 20'
SHEET NUMBER 1 OF 1


Location Map
HUDSON AVENUE
AUTO CONNECTION
GEORGE STREET
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
0 15 30 60
Feet
N


Future Land Use Map
CABOT AVENUE
HUDSON AVENUE
GEORGE STREET
AUTO CONNECTION
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
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
0 40 80 160
Feet
N


Zoning Map
R-6
R-6
R-8
CABOT AVENUE
R-4
R-6
R-8
R-8
R-8
HUDSON AVENUE
GEORGE STREET
R-5
C-2
R-5
R-8
R-8
R-8
C-2
C-2
E VIRGINIA BEACH LEVARD
E VIRGINIA BEA OULEVARD
AUTO CONNECTION
C-2
C-4
OSP
0 40 80 160
Feet
N


Use Proximity Map
WAILES AVENUE
1000'
ADAIR AVENUE
LAND STREET
CABOT AVENUE
GEORGE STREET
HUDSON AVENUE
AUTO CONNECTION
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
CORNWALLIS LANE
Proposed Location
Auto Sales Facility
0 80 160 320
Feet
N

# APPLICATION
# CONDITIONAL CHANGE OF ZONING

Date of application: 12-14-15

**Conditional Change of Zoning**

**From:** R-8 **Zoning** **To: Conditional** C-2 **Zoning**

## DESCRIPTION OF PROPERTY

Property location: (Street Number) 6336,6342,6348,6352 (Street Name) Virginia Beach Blvd

Existing Use of Property: Used Car Dealership

Current Building Square Footage +/- 17000 SF

Proposed Use Used Car Dealership and Repair Maintenance Shop

Proposed Building Square Footage N/A

Trade Name of Business (If applicable) Auto Connection

## APPLICANT

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

1. Name of applicant: (Last) Auto Connection (First) (MI)

Mailing address of applicant (Street/P.O. Box): 6352 Virginia Beach Blvd

(City) Norfolk (State) Virginia (Zip Code) 23502

Daytime telephone number of applicant (757) 461-5040 Fax ( )

E-mail address of applicant:

**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) Baraki (First) Issam (MI) H

Mailing address of applicant (Street/P.O. Box): 800 Juniper Crescent

(City) Chesapeake (State) Virginia (Zip Code) 23320

Daytime telephone number of applicant (757) 671-9000 Fax (757) 671-9288

E-mail address of applicant: ibaraki@siava.us

## 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) George St. Corp (First) (MI)

Mailing address of property owner (Street/P.O. box): 6352 Virginia Beach Blvd

(City) Norfolk (State) Virginia (Zip Code) 23502

Daytime telephone number of owner (757) 461-5040 email:

## CIVIC LEAGUE INFORMATION

Civic League contact: Hollywood Homes/Maple Hall

Date(s) contacted:

Ward/Super Ward information: Ward 4/ Super Ward 7

**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:** Wayne Clifton **Sign:** _____ 12/14/15
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

**Print name:** Issam H. Baraki **Sign:** _____ 12/14/15
(Authorized Agent Signature) (Date)

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

## PROFERRED CONDITIONS

1) The area to be rezoned will be used for storage of inventory cars and should meet all zoning regulations

2)

3)

4)

5)

6)

**Print name:** WAYNE CLIFTON **Sign:** _____ 12/14/15
(Applicant) (Date)

**Print name:** _____ **Sign:** _____ / ____ / ____
(Property Owner or Authorized Agent of 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)

## Description of the purpose of the rezoning.

The property is located on 6352 Virginia Beach Blvd, the property has been used for car dealerships for a long time, the majority of the property is zoned C-2 however, the back portion (80'x125') of the property is zoned R-8, this portion has been and continues to be used for storage of inventory cars.

The reason for this rezoning is to bring a nonconforming use of the property to conform with the current zoning regulation.

# APPLICATION
# SPECIAL EXCEPTION

**Special Exception for:** Car Sales

Date of application: November 23, 2015

## DESCRIPTION OF PROPERTY

Property location: (Street Number) 6352, 6336, 6342,6348 (Street Name) Virginia Beach Blvd

Existing Use of Property Used Car Dealership

Current Building Square Footage +/- 17,000 SF

Proposed Use

Used car dealership, Repair and Maintenance Shop

Proposed Square Footage +/- 17,000 SF

Proposed Hours of Operation:

| | | | | |
|---|---|---|---|---|
| Weekday | From | 8:00 AM | To | 9:00 PM |
| Friday | From | 8:00 AM | To | 9:00 PM |
| Saturday | From | 8:00 AM | To | 9:00 PM |
| Sunday | From | 8:00 AM | To | 9:00 PM |

Trade Name of Business (If applicable) Auto Connection

**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) Auto Connection ,Inc (First) C/O Wayne Clifton (MI)

Mailing address of applicant (Street/P.O. Box): 6352 Virginia Beach Blvd

(City) Norfolk (State) Virginia (Zip Code) 23502

Daytime telephone number of applicant (757) 461-5040 Fax ( )

E-mail address of applicant: IBaraki@siava.us

## 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) Site Improvement Associates, Inc (First) C/O Issam Baraki (MI)

Mailing address of applicant (Street/P.O. Box): 800 Juniper Crescent

(City) Chesapeake (State) Virginia (Zip Code) 23320

Daytime telephone number of applicant (757) 671-9000 Fax (757) 671-9288

E-mail address of applicant: IBaraki@siava.us

## 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) George Street Corp (First) C/O Wayne Clifton (MI)

Mailing address of property owner (Street/P.O. box): 6352 Virginia Beach Blvd

(City) Norfolk (State) Virginia Beach (Zip Code) 23502

Daytime telephone number of owner (757) 461-5040 email: IBaraki@siava.us

## CIVIC LEAGUE INFORMATION

Civic League contact: Bruce Erie 757-404-2051 Hollywood Homes/Maple Hall Civic League

Date(s) contacted:

Ward/Super Ward information: Ward 4/Super Ward 7

**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:** Wayne Clifton **Sign:** _____ / 12/11 / 15
(Property Owner or Authorized Agent of Signature) (Date)

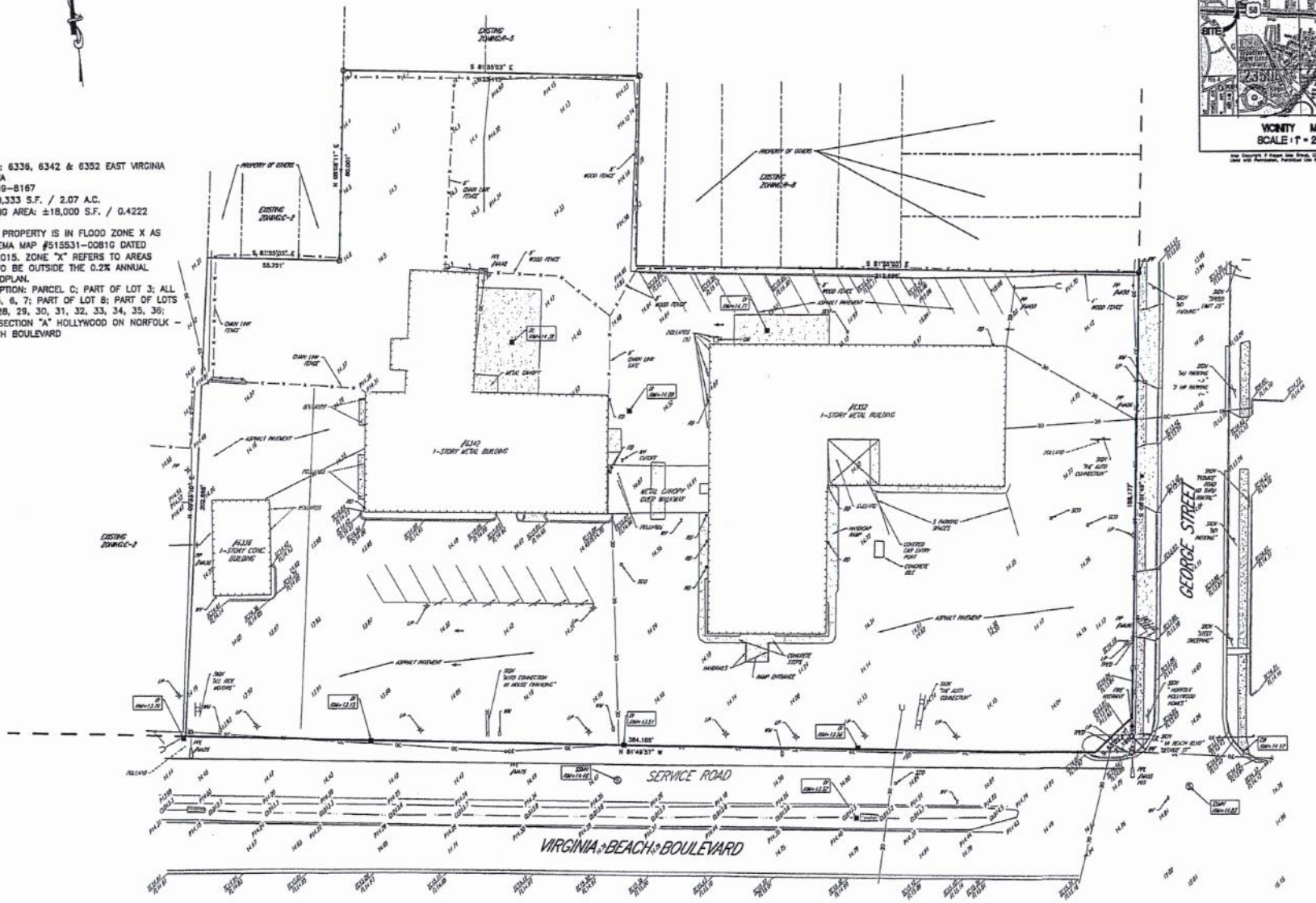
**Print name:** Wayne Clifton **Sign:** _____ / 12/11 / 15
(Applicant) (Date)

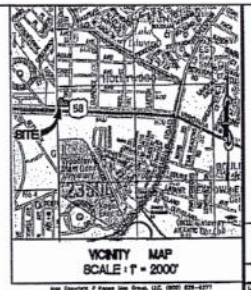
ONLY NEEDED IF APPLICABLE:

**Print name:** Issam H. Baraki, P.E. **Sign:** _____ / 12/11/15
(Authorized Agent Signature) (Date)

## SITE DATA:

- SITE ADDRESS: 6336, 6342 & 6352 EAST VIRGINIA BEACH BLVD,VA
- GPIN: 1457-99-8167
- SITE AREA: 80,333 S.F. / 2.07 A.C.
- TOTAL BUILDING AREA: ±18,000 S.F. / 0.4222
- ZONING: C-2
- FLOOD ZONE: PROPERTY IS IN FLOOD ZONE X AS SHOWN ON FEMA MAP #515531-0081G DATED JANUARY 15,2015. ZONE "X" REFERS TO AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- LEGAL DESCRIPTION: PARCEL C; PART OF LOT 3; ALL OF LOTS 4, 5, 6, 7; PART OF LOT 8; PART OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; BLOCK NO.1 SECTION "A" HOLLYWOOD ON NORFOLK - VIRGINIA BEACH BOULEVARD




| No. | Date | Description |
|---|---|---|
| | | REVISIONS |

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Site Improvement Associates, Inc.
Civil Engineers, Surveyors, & Site Consultants
Where Engineering and Construction Come Together
880 Juniper Crescent, Suite A
Chesapeake, VA 23320
Office: 757-431-9909
Fax: 757-671-5289

# PHYSICAL SURVEY FOR AUTO CONNECTION

NORFOLK, VA

| | |
|---|---|
| JOB # | 15189 |
| DWG FILE: | 15189-TOPO |
| DATE: | 12/07/2015 |
| SCALE: | 1" = 20' |
| SHEET NUMBER | 1 OF 1 |

20 10 0 20 40
scale feet

## Simons, Matthew

**From:** Straley, Matthew
**Sent:** Friday, December 18, 2015 1:04 PM
**To:** 'Bruce Erie'; Simons, Matthew
**Cc:** Howard, Oneiceia; Riddick, Paul; Williams, Angelia M.
**Subject:** FW: new Planning Commission applications - 6336-6352 E Virginia Beach Boulevard
**Attachments:** AutoConnection_rezoning.pdf

Mr. Erie,

Attached is the rezoning application for Auto Connection at 6336-6352 E Virginia Beach Boulevard.

Should you have any questions, please email or call *Matt Simons* at (757) 664-4750, matthew.simons@norfolk.gov

Thank you.

---

**From:** Straley, Matthew
**Sent:** Wednesday, December 16, 2015 11:33 AM
**To:** 'Bruce Erie'
**Cc:** Riddick, Paul; Williams, Angelia M.; Howard, Oneiceia; Simons, Matthew
**Subject:** new Planning Commission applications - 6336-6352 E Virginia Beach Boulevard

Mr. Erie,

Attached please find the following applications at 6336-6352 E. Virginia Beach Boulevard:

a. Change of zoning from R-8 (Single-Family) district to conditional C-2 (Corridor Commercial) district on an approximately 80-foot by 125-foot portion of the property; located to the northwest of the site. **(This application is forthcoming)**
b. Special exception to operate an automobile sales and service facility.

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

Should you have any questions, please e-mail or call *Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov*

Thank You.

**Matthew Straley**
GIS Technician II
Norfolk Department of City Planning
810 Union Street, Suite 508 | Norfolk, Virginia 23510
Matthew.Straley@norfolk.gov | Tel: 757-664-4769 | Fax: 757-441-1569

THE CITY OF NORFOLK
CITY PLANNING

January 11, 2016

City of Virginia Beach
Department of Planning and Community Development
Barry Frankenfield
2405 Courthouse Drive, Building 2, Room 115
Virginia Beach, VA 23456

Dear Mr. Frankenfield,

The Norfolk Department of City Planning has recently received the following applications by **THE AUTO CONNECTION** concerning property located at 6336-6352 East Virginia Beach Boulevard, and located within one-half mile of the western corporate boundary of the City of Virginia Beach:

**a.** Change of zoning from R-8 (Single-Family) district to conditional C-2 (Corridor Commercial) district on an approximately 80-foot by 125-foot portion of the property; located to the northwest of the site.
**b.** Special exception to operate an automobile sales and service facility.

This item is tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on January 28, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia.

If you would like additional information on the request, you may contact the authorized agent for the applicant, Issam Baraki at (757) 671-9000, ibaraki@siava.us, or you may telephone Matthew Simons, on my staff at (757) 664-4750, matthew.simons@norfolk.gov. A copy of the complete application is enclosed.

This notice is being sent in accordance with the advertising requirements of the Code of Virginia, section 15.2-2204(c); pertaining to certain land use applications involving any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth. Because this notice is within the 10-day period before the scheduled date indicated above, you are asked to acknowledge your acceptance and receipt of this actual notice, in accordance with Virginia Code section 15.2-2204(c), either by signing a copy of this letter or by separate correspondence sent to this office.

Sincerely,

Leonard M. Newcomb, III, CFM
Department of City Planning
Assistant Director

cc: Matthew Simons, AICP CZA CFM (email)

C: Dir., Department of City Planning

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

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

Subject: **Zoning Text Amendment Permit, by special exception, any one use listed in Table 4-A or Table 6-A of the *Zoning Ordinance* in a building which has been designated as a Norfolk Historic Landmark under Chapter 9 of the *Zoning Ordinance*, even when the use does not appear on the use table for the zoning district in which the building is located.**

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

**Ward/Superward**: Citywide

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-3**

- **Commission Action:** By a vote of **7 to 0**, the Planning Commission recommended **Approval.**
- **Request:** This request proposes to allow more flexibility of use for structures designated as Norfolk Historic Landmarks.
- **Applicant: City Planning Commission**
- **Description:**
  - The use of historic structures in the City are limited to the uses for which they are currently being and to those uses permitted in the zoning district in which they are located.
  - To provide additional flexibility and enhance the adaptive reuse potential of these structures, the proposed amendment would allow them to be used for additional uses.
  - The amendment proposes to allow any structure, not located in any historic district or historic overlay district that is designated as a Norfolk Historic Landmark under the terms of Section 9.2.3 of the *Zoning Ordinance,* to be used for any use listed in the Table of Uses in the residential or commercial districts.
    - To ensure that the use is compatible with adjacent uses, a special exception would be required.
  - In 2014, the Historic and Cultural Conservation and Historic Landmarks Chapter to the *Zoning Ordinance* was amended to allow for the creation of a Norfolk Historic Landmark.
    - An applicant can submit an application to the Architectural Review Board (ARB) to request that a structure or structures be designated as such.

- Staff shall prepared a report and based on the report and other criteria set forth in the *Zoning Ordinance,* a recommendation will be made to the Planning Commission.
- A public hearing will be held by both the Planning Commission and City Council.
- Approval of the request by City Council will deem the structure(s) a Historic Landmark.
- This provision was a priority of the 2011 Historic and Architectural Preservation Commission report to enhance the ability to preserve and reuse historic building in Norfolk.

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

Attachments:

- Staff Report to CPC dated January 28, 2015 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: January 28, 2016**

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart, CFM

| **Staff Report** | **Item No.** C-1 | |
|---|---|---|
| **Applicant** | **City Planning Commission** | |
| **Request** | **Zoning Text Amendment** | Permit, by special exception, any one use listed in Table 4-A or Table 6-A of the *Zoning Ordinance* in a building which has been designated as a Norfolk Historic Landmark under Chapter 9 of the *Zoning Ordinance*, even when the use does not appear on the use table for the zoning district in which the building is located. |

**A. Summary of Request**

- Norfolk is a historic City with many structures designated or eligible for Historic Landmark designation.
- To maintain the history of Norfolk and the quality of our historic heritage this amendment proposes to provide flexibility in the adaptive reuse of these historic structures.

**B. Plan Consistency**

- The Preserving Our Heritage chapter of *plaNorfolk2030* includes an outcome calling for the protection of an increased number of historic resources, including structures.
  - Since the proposed changes to the *Zoning Ordinance* would provide additional opportunities for preserving historic structures, they are consistent with the recommendations of that outcome.
- The Historic and Architectural Preservation Commission identified as one of its priorities a process to help preserve historic structures through adaptive reuse options; this amendment would fulfill that recommendation.

**C. Zoning Analysis**

- The use of historic structures in the City are limited to the uses for which they are currently being and to those uses permitted in the zoning district in which they are located.
- To provide additional flexibility and enhance the future of these structures, the proposed amendment would allow them to be used for additional uses.
- The amendment proposes to allow any structure, not located in any historic district or historic overlay district, that is designated as a Norfolk Historic Landmark under the

terms of Section 9.2.3 of the *Zoning Ordinance,* to be used for any use listed in the Table of Uses in the residential or commercial districts.
    - To ensure that the use is compatible with adjacent uses, a special exception would be required.
- In 2014, the Historic and Cultural Conservation and Historic Landmarks Chapter to the *Zoning Ordinance* was amended to allow for the creation of a Norfolk Historic Landmark.
    - An applicant can submit an application to the Architectural Review Board (ARB) to request that a structure or structures be designated as such.
    - Staff shall prepared a report and based on the report and other criteria set forth in the *Zoning Ordinance,* a recommendation will be made to the Planning Commission.
    - A public hearing will be held by both the Planning Commission and City Council.
    - Approval of the request by City Council will deem the structure(s) a Historic Landmark.

**D. Transportation Impacts**

N/A

**E. Historic Resources Impacts**

The amendment will provide flexibility in the reuse of historic structures located throughout the City not already located within a historic district.

**F. Public Schools Impacts**

This amendment could allow the adaptive reuse of some older City schools not currently needed or in use.

**G. Environmental Impacts**

The proposed amendment would enhance the viability and potentially prolong the life of historic structures in the City.

**H. Surrounding Area/Site Impacts**

The proposed amendment would help to preserve historic structures that are an integral part of many commercial or residential neighborhoods.

**I. Payment of Taxes**

N/A

**J. Civic League**

N/A

**K. Communication Outreach/Notification**

Legal notification was placed in *The Virginian-Pilot* on November 26 and December 3.

**L. Recommendation**

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

**Attachments:**

Proposed text

## Proponents and Opponents

### Proponents
None

### Opponents
None

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 9-2.3 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO PERMIT, BY SPECIAL EXCEPTION, ANY ONE USE LISTED IN TABLE 4-A OR TABLE 6-A OF THE ZONING ORDINANCE IN A BUILDING WHICH HAS BEEN DESIGNATED AS A NORFOLK HISTORIC LANDMARK.

- - -

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

Section 1:- That section 9-2.3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) is hereby amended so as to permit, by special exception only, any one use listed in Table 4-A, entitled "Table of Land Uses - Residential Districts," or Table 6-A, entitled "Commercial Districts - Table of Land Uses," of said Zoning Ordinance in a building that has been designated as a Norfolk Historic Landmark in accordance with the procedures set forth in Chapter 9 of said Zoning Ordinance, even when the use does not appear on the use table for the zoning district in which the building is located. The change shall be made to subsection 9-2.3(f) and 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 (1 page)

# Exhibit A

**9-2 Designation of historic districts, structures or landmarks.**

...

9-2.3 *Process for designation of structures and landmarks.* Any building, structure, or site which is at least fifty (50) years old may be designated as a Norfolk Historic Landmark if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the City of Norfolk or its surrounds.

...

(f) *Other regulations.* Any building or structure designated as a Norfolk Historic Landmark and which is not located in any local historic (HC) district nor in any historic overlay (HO) district may be eligible for certain benefits or permissions that might not otherwise be available, including all of the following:

(1) Compliance with building code requirements may be achieved through application of the provisions of the International Existing Building Code provisions of the Virginia Rehabilitation Code, part II of the Virginia Uniform Statewide Building Code.

(2) A building or structure that is nonconforming or which serves or houses a nonconforming use may use special provisions set forth in Chapter 12 of this ordinance.

(3) Required off-street parking requirements may be reduced as set forth in Chapter 15 of this ordinance.

(4) Notwithstanding any limitation set forth in Article 2 of this ordinance, entitled "Specific district regulations," any one use listed in either Table 4-A or Table 6-A of this ordinance may be permitted in a building designated as a Norfolk Historic Landmark if approved by a special exception granted in accordance with the process set forth in Chapter 25.

City of NORFOLK

C: Dir., Department of City Planning

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

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

Subject: **General Plan amendment to adopt the Coastal Character District and associated actions, and Zoning Ordinance text amendments to Section 2-3 "Definitions", Table 4-B "Yard Requirements in Residential Districts", Section 15-4 "Motor vehicle parking design standards", Table 15-A "Table of Minimum Parking Requirements", and Table 15-B "Table of Bicycle Parking Requirements" to define "Character district, coastal", to adopt the Coastal Character District boundaries, and to amend various development and design standards to apply the district.**

Reviewed: _____ **Ward/Superward: Citywide**
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 **7 to 0**, the Planning Commission recommends **Approval.**

III. **Request:** To amend *plaNorfolk2030* and the *Zoning Ordinance* to create the "Coastal Character District"

IV. **Applicant: City Planning Commission**

V. **Description:**
- The proposed amendments will establish the Coastal Character District as a fourth character district in both *plaNorfolk2030* and the *Zoning Ordinance*.
- These amendments will begin the process of encouraging a more appropriate development form for the Ocean View area, to be implemented in future zoning changes through the comprehensive Zoning Ordinance Rewrite that is presently underway.

Staff point of contact: Jeremy Sharp at 823-1087, jeremy.sharp@norfolk.gov

Attachments:
- Staff Report to CPC dated January 28, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: January 28, 2016**
Executive Secretary: George M. Homewood, AICP, CFM
Staff: Jeremy E. Sharp, AICP

| **Staff Report** | **Item No. 1** | |
|---|---|---|
| **Applicant** | **City Planning Commission** | |
| **Requests** | **General Plan Amendment** | Amend *plaNorfolk2030* to adopt the Coastal Character District with associated Actions. |
| | **Zoning Ordinance Text Amendment** | Amend Section 2-3, "Definitions," Table 4-B, "Yard Requirements in Residential Districts," Section 15-4, "Motor vehicle parking design standards," Table 15-A, "Table of Minimum Parking Requirements," and Table 15-B, "Table of Bicycle Parking Requirements," of the Zoning Ordinance to define "Character district, coastal," to adopt the Coastal Character District boundaries and to amend various development and design standards to apply the district. |

**A. Summary of Request**

- This agenda item is to amend both *plaNorfolk2030* and the *Zoning Ordinance* to create a fourth character district, the "Coastal Character District".
  - The proposed plan amendments will add a definition for "Coastal" to the list of Character Districts and will delineate the boundaries on the Character Districts map.
  - The proposed plan amendments will also add two actions that will encourage a more appropriate development form in the Coastal Character District as well as within the other character districts in certain circumstances.
  - The proposed zoning text amendments will add a definition for "Coastal" to the list of Character Districts and will apply the new district to the parking and townhouse development standards (currently the only areas where Character Districts are utilized).
- The proposed *plaNorfolk2030* amendments establish the Coastal Character District concept and establish new policy direction regarding development form standards and guidelines throughout the city.
- The proposed *Zoning Ordinance* amendments do not modify current standards in any way, as they apply the same standards (for parking and townhouse development standards) for both the Coastal and the Suburban Character Districts.
- The need for an additional Character District to apply to the Ocean View area of the city began to be discussed in early 2015 as a way to ensure that new developments in the area reflect the "coastal" character of existing Ocean View neighborhoods.

- The City Planning Commission discussed the potential for a new Character District during a June 2015 work session.
- Staff developed a draft proposal and presented it to the Ocean View Task Force in July 2015 and meetings of five civic leagues through the summer and fall.
- Staff refined the initial draft proposal based on the public input received and presented it at a community meeting held in Ocean View in December 2015.
- Based on the input at the December meeting, additional modifications were made to the proposed Coastal Character District boundaries, resulting in a final proposal.

**B. Plan Consistency**

The preparation of amendments such as these is directly in keeping with Land Use Goal 1 of *plaNorfolk2030*, which calls for ensuing that the type and quality of land uses complements or enhances the community's physical characteristics.

**C. Financial Impact**

The actions being added to *plaNorfolk2030* will require some budget expenditure on the part of the city to prepare new development standards and pattern books.

**D. Traffic Impact**

The impact of the proposed amendments on the city's transportation networks should be minimal.

**E. Impact on the Environment**

The impact of the proposed amendments on the city's environment should be minimal.

**F. Communication Outreach/Notification**

- The planning department presented the concept at the July 2015 meeting of the Ocean View Task Force, and at regular meetings of the the Ocean View, Greater Pinewell, Cottage Line, East Ocean View, and Bayview Civic Leagues between August and November of 2015.
- The planning department hosted a community meeting in Ocean View to present and receive input on the proposed amendments on December 3, 2015.
- Legal notification was placed in *The Virginian-Pilot* on January 14 and January 21.

**G. Recommendation**

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

**Attachments:**

Proposed plan and zoning amendments

## Proponents and Opponents

### Proponents
None

### Opponents
None

01/26/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO ESTABLISH THE BOUNDARIES OF THE COASTAL CHARACTER DISTRICT FOR PURPOSES OF APPLYING PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992.

- - -

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

Section 1:- That the properties generally bounded on the south by the waters of Little Creek and Willoughby Bay, on the east by the Little Creek inlet, on the north by the waters of the Chesapeake Bay, and on the west by the end of Willoughby Spit (as shown on the map attached hereto and marked as "Exhibit A") are hereby designated as lying within the "Coastal Character District" for purposes of applying the provisions of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The location of the boundary is more specifically delineated as follows:

Beginning at the point of intersection of the centerline of the I-64 Hampton Roads Bridge Tunnel with the city limit of the City of Norfolk, thence eastwardly along the city limit of the City of Norfolk to its intersection with the city limit of the City of Virginia Beach; thence southwardly along the city limit of the City of Virginia Beach to its intersection with the centerline of East Little Creek Road; thence westwardly approximately 1,330 feet along the centerline of East Little Creek Road to a point approximately 165 feet west of its intersection with the centerline of Thompson Road; thence northwardly along the western property line of the properties fronting the western side of Thompson Road to its intersection with the southern shoreline of Little Creek; thence northwardly approximately 1,200 feet to the centerline of the main navigation channel of Little Creek; thence westwardly along the centerline of the main navigation channel of Little Creek to a point approximately 550 feet south of the intersection of centerlines of Pretty Lake Avenue and Whit Avenue; thence northwardly approximately 100 feet to the southern property line of the properties fronting the

southern side of Pretty Lake Avenue; thence westwardly along the southern property line of the properties fronting the southern side of Pretty Lake Avenue to its intersection with the eastern line of Inlet Road; thence southwardly approximately 40 feet to a point approximately 170 feet north of the intersection of the centerlines of Inlet Road and Inlet Point Road; thence westwardly approximately 90 feet to its intersection with the northern line of a city-owned right-of-way containing a drainage ditch tributary to Little Creek; thence westwardly along the northern line of the city-owned right-of-way approximately 1,090 feet, thence northwestwardly approximately 60 feet, crossing the centerline of Capeview Avenue, to a point where it intersects the northern line of the city-owned right-of-way; thence westwardly along the northern line of the city-owned right-of-way approximately 1,030 feet, thence westwardly approximately 30 feet to a point where it intersects the centerline of Grove Avenue; thence northwardly along the centerline of Grove Avenue to a point approximately 125 feet north of its intersection with Grove Court; thence westwardly approximately 20 feet to the northeastern property line of the properties fronting the northeastern side of Grove Court; thence northwestwardly approximately 350 feet along the northeastern property line of the properties fronting the northeastern side of Grove Court, thence northeastwardly approximately 250 feet along the southeastern property line of the properties fronting the southeastern end of Jana Court, thence northwestwardly approximately 520 feet along the southwestern property line of the properties fronting the southwestern side of Parkview Avenue, thence northeastwardly approximately 45 feet along the southeastern property line of the properties fronting the southeastern side of Beaumont Street, thence northwestwardly approximately 100 feet along the southwestern property line of the properties fronting the southwestern side of Parkview Avenue, thence northwestwardly approximately 20 feet to its intersection with the centerline of Beaumont Street; thence southwestwardly approximately 55 feet, thence northwestwardly approximately 15 feet to the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 600 feet along the southwestern property line of the properties fronting

the southwestern side of Virgilina Avenue, thence northeastwardly approximately 30 feet along the southeastern property line of the properties fronting the southeastern side of Willow Terrace, thence northwestwardly approximately 120 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northwestwardly approximately 45 feet, crossing the centerline of Willow Terrace, to its intersection with the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 120 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence southwestwardly approximately 30 feet along the northwestern property line of the properties fronting the northwestern side of Willow Terrace, thence northwestwardly approximately 560 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northwestwardly approximately 50 feet, crossing the centerline of Sturgis Street, to its intersection with the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 420 feet to its intersection with the centerline of Morwin Street; thence northeastwardly approximately 85 feet along the centerline of Morwin Street to a point approximately 60 feet south of its intersection with the centerline of Virgilina Avenue; thence northwestwardly approximately 20 feet to its intersection with the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 635 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northwestwardly approximately 50 feet, crossing the centerline of Beach View Street, to its intersection with the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 600 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northwestwardly approximately 50 feet, crossing the centerline of Warwick Avenue, to its intersection with the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue;

thence northwestwardly approximately 545 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northeastwardly approximately 20 feet along the southeastern property line of the properties fronting the southeastern side of Atlans Street, thence northwestwardly approximately 100 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northwestwardly approximately 45 feet, crossing the centerline of Atlans Street, to the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 105 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence southwestwardly approximately 25 feet along the northwestern property line of the properties fronting the northwestern side of Atlans Street, thence northwestwardly approximately 400 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northeastwardly approximately 55 feet, crossing the centerline of Chesapeake Street, to the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue; thence northwestwardly approximately 100 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence southwestwardly approximately 25 feet along the northwestern property line of the properties fronting the northwestern side of Chesapeake Street, thence northwestwardly approximately 485 feet along the southwestern property line of the properties fronting the southwestern side of Virgilina Avenue, thence northwestwardly approximately 50 feet to the centerline of Chesapeake Boulevard; thence northeastwardly approximately 285 feet along the centerline of Chesapeake Boulevard to a point approximately 650 feet south of its intersection with the centerline of East Ocean View Avenue, thence northwestwardly approximately 50 feet to its intersection with the northeastern property line of the Ocean View Golf Course; thence northwestwardly approximately 1,120 feet along the northeastern property line of the Ocean View Golf Course, thence northwestwardly approximately 30 feet to its intersection with the centerline of Norfolk Avenue;

thence northeastwardly approximately 75 feet, thence northwestwardly approximately 50 feet to its intersection with the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue; thence northwestwardly approximately 265 feet along the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue, thence northwestwardly approximately 35 feet to its intersection with the centerline of Sherwood Place; thence southwestwardly approximately 55 feet along the centerline of Sherwood Place, thence northwestwardly approximately 30 feet to its intersection with the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue; thence northwestwardly approximately 260 feet along the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue, thence northwestwardly approximately 100 feet, crossing the centerline of Hammett Parkway, to its intersection with the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue; thence northwestwardly approximately 130 feet along the southwestern property line of the property fronting the southwestern side of East Ocean View Avenue, thence northeastwardly approximately 50 feet along the northwestern property line of the properties fronting the southwestern side of East Ocean View Avenue, thence northwestwardly approximately 135 feet along the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue, thence northwestwardly approximately 95 feet, crossing the centerline of Wells Parkway, to its intersection with the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue; thence northwestwardly approximately 130 feet along the southwestern property line of the properties fronting the southwestern side of East Ocean View Avenue, thence southwestwardly approximately 100 feet along the southeastern property line of the properties fronting the southeastern side of Selby Place, thence northwestwardly approximately 135 feet along the southwestern property line of 9642 Selby Place, thence northwestwardly approximately 25 feet to the centerline of Selby Place; thence southwestwardly approximately 50 feet along the centerline of Selby Place to a point approximately 235 feet southwest of its intersection with the centerline of the northbound lanes

of Granby Street; thence northwestwardly approximately 25 feet to its intersection with the southwestern property line of the properties fronting the southern side of Granby Street; thence northwestwardly approximately 140 feet along the southwestern property line of the properties fronting the southern side of Granby Street, thence southwestwardly approximately 450 feet along the southeastern property line of the properties fronting the southeastern side of Granby Street, thence southwestwardly approximately 35 feet to the centerline of East Seaview Avenue; thence northwestwardly approximately 200 feet along the centerline of East Seaview Avenue to its intersection with the centerline of Granby Street; thence southwestwardly approximately 845 feet along the centerline of Granby Street, to a point approximately 125 feet southwest of the intersection of the centerlines of Granby Street and Government Avenue; thence northwestwardly approximately 65 feet to the southeastern property line of the properties fronting the northwestern side of Granby Street; thence northwestwardly approximately 815 feet along the southwestern property line of the properties fronting the southwestern side of West Government Avenue, thence southwestwardly approximately 100 feet along the southeastern property line of the properties fronting the southeastern side of 1st View Street, thence southwestwardly approximately 30 feet to its intersection with the centerline of Dupre Avenue; thence northwestwardly along the centerline of Dupre Avenue approximately 305 feet to its intersection with the centerline of 1st View Street; thence northeastwardly along the centerline of 1st View Street approximately 255 feet to its intersection with the centerline of West Government Avenue; thence northwestwardly approximately 2,125 feet along the centerline of West Government Avenue to its end, at a point approximately 275 feet northwest of its intersection with the centerline of Garrett Avenue; thence northwestwardly approximately 435 feet to its intersection with the centerline of Interstate 64, thence northwardly then westwardly approximately 3,400 feet along the centerline of Interstate 64 to its intersection with Willoughby Bay; thence westwardly across Willoughby Bay to its intersection with the city limit of the City of Norfolk; thence northeastwardly along the city limit of the City of Norfolk to its intersection with the centerline of

the I-64 Hampton Roads Bridge Tunnel.

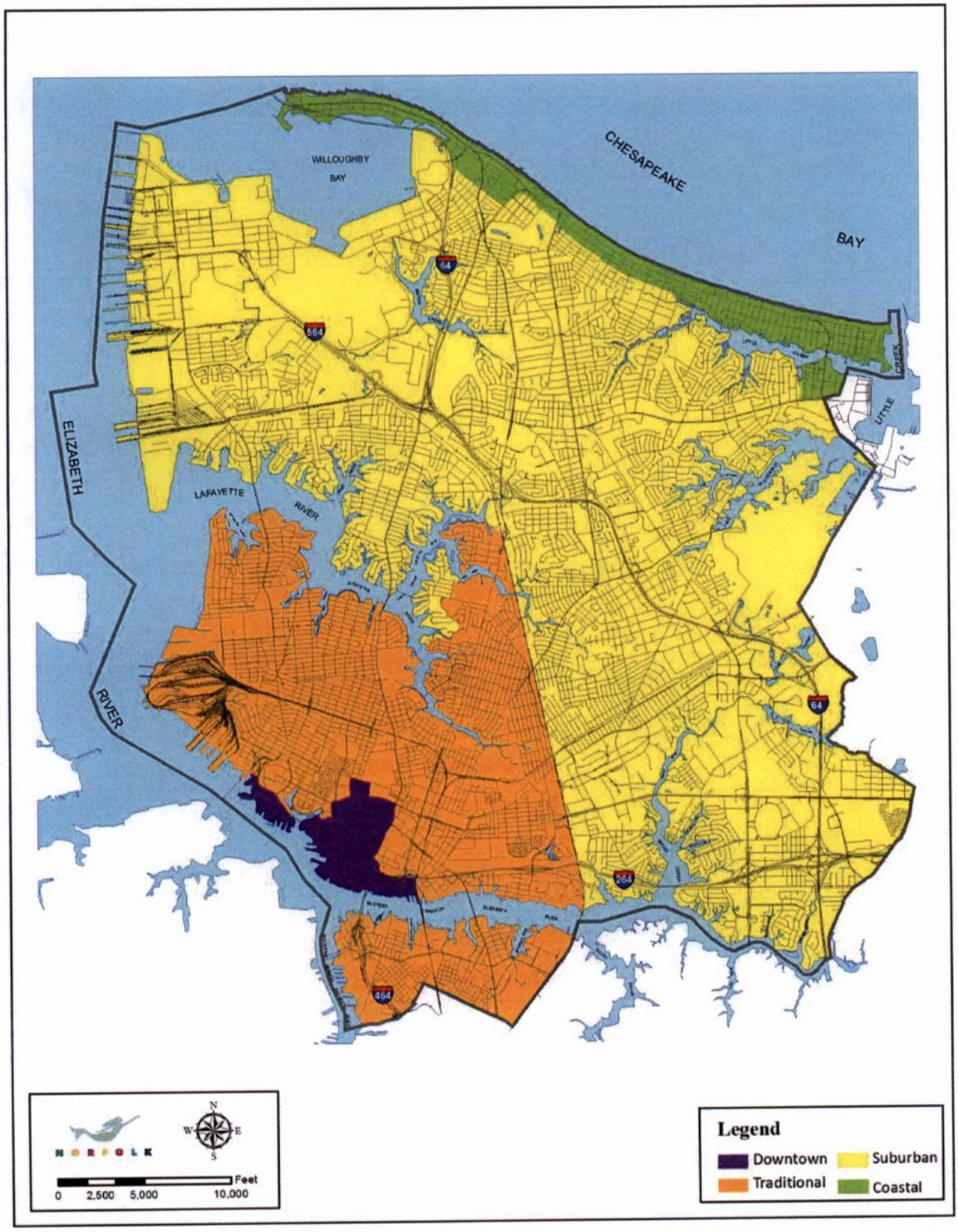
Section 2:- That the official Zoning Map for the City of Norfolk is hereby amended and reordained so as to reflect the foregoing Character District designations.

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.

ATTACHMENT:
Exhibit A (1 page)

## EXHIBIT A


WILLOUGHBY
BAY
CHESAPEAKE
BAY
ELIZABETH
RIVER
LAFAYETTE
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2,500
5,000
10,000
Legend
Downtown
Suburban
Traditional
Coastal

01/27/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, IN ORDER TO ADD A DEFINITION FOR "COASTAL CHARACTER DISTRICT" AND TO INDICATE WHICH PROVISIONS RELATING TO PARKING REQUIREMENTS AND MINIMUM REQUIRED YARDS WILL APPLY IN THAT CHARACTER DISTRICT.

- - -

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 so as to add a definition for the new term "Coastal Character District." The definition shall read as set forth in "Exhibit A," attached hereto.

Section 2:- That Table 4-B of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Yard Requirements Residence Districts," is hereby amended so as to define the required yards for property zoned R-10 through R-15 and UR within the Coastal Character District. The amended table shall read as set forth in "Exhibit B," attached hereto.

Section 3:- That section 15-4.1(b) of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Locational standards for parking areas," is hereby amended so as to define what locational parking standards shall apply within the Coastal Character District. The text shall read as set forth in "Exhibit C," attached hereto.

Section 4:- That section 15-4.2(c) of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Townhouses and semi-detached dwellings," is hereby amended so as to define what driveway access regulations shall apply within the Coastal Character District. The amended table shall read as set forth in "Exhibit D," attached hereto.

Section 5:- That Table 15-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Minimum Parking Requirements," is hereby amended so as to define the

requirements for vehicular parking within the Coastal Character District. The amended table shall read as set forth in "Exhibit E," attached hereto.

Section 6:- That Table 15-B of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Bicycle Parking Requirements," is hereby amended so as to define the requirements for bicycle parking within the Coastal Character District. The amended table shall read as set forth in "Exhibit F," attached hereto.

Section 7:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 8:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:
Exhibit A (1 page)
Exhibit B (2 page)
Exhibit C (1 page)
Exhibit D (1 page)
Exhibit E (3 page)
Exhibit F (2 page)

# Exhibit A

## 2-3 Definitions.

...

*Character district, coastal*. Area of the city that has been generally developed in a linear fashion centered on Ocean View Avenue, broken up by a repeating pattern of north-south streets leading to beach accesses, and developed with an eclectic mix of housing types interspersed with neighborhood-scale commercial uses.

...

## Exhibit B

| TABLE 4-B<br>YARD REQUIREMENTS RESIDENCE DISTRICTS<br>(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<br>Maximum = 12 | 10 | 5 | 20 |
| R-10 through R-15 and UR | Townhouse or Semi-Detached Dwelling (located in Suburban or Coastal character district) | Minimum = 10<br>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 | Group Home for the Handicapped | 15 | 5 | 3.5 | 5 |

| | | | | | |
|---|---|---|---|---|---|
| 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 |
| | Group Home for the Handicapped | 20 | 10 | 10 | 25 |
| | Religious Institution | 25 | 10 | 25 | 25 |
| | Group Home | 20 | 10 | 10 | 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 C

**15-4 Motor vehicle parking design standards.**

15-4.1 *Locational standards for parking areas.*

...

(b) *Uses other than residential uses.* For all uses other than residential, all surface motor vehicle parking and maneuvering areas shall be located as follows:

(1) *Suburban and Coastal.* In the Suburban and Coastal Character Districts, parking shall not be located in any required yard adjacent to a public street, any required buffer yard, or any open space.

...

...

## Exhibit D

**15-4 Motor vehicle parking design standards.**

...

15-4.2 *Design standards for parking areas.*

...

(c) *Townhouses and semi-detached dwellings.* All design standards applicable to parking areas, driveways and accesses for single-family homes set forth above shall likewise apply to townhouses and semi-detached dwellings subject to the following additional limitations:

(1) No driveway or access shall be provided anywhere in the front yard of townhouses or semi-detached dwellings located in the Traditional or Downtown character districts.

(2) No driveway or access shall be provided anywhere in the front yard of townhouses or semi-detached dwellings located in the Suburban or Coastal character districts except upon consideration and approval of a special exception requesting an increase in the maximum dimensions for the required front yard on properties located in the Suburban or Coastal character districts.

...

## Exhibit E

| TABLE 15-A – TABLE OF MINIMUM PARKING REQUIREMENTS | | | | |
|---|---|---|---|---|
| **LAND USES**<br>DU = Dwelling Unit<br>LU = Lodging Unit<br>BDRM = Bedroom<br>SF = Building's Square Feet | **DOWNTOWN** | **TRADITIONAL** | **SUBURBAN and COASTAL** | **EXCEPTIONS/COMMENTS** |
| **ALL LAND USES** | | | | |
| ***RESIDENTIAL USES***<br>(except as listed below) | **2 per DU**<br>(1 per DU for adaptive reuse of existing buildings) | **2 per DU**<br>(1 per DU for adaptive reuse of existing buildings) | **2 per DU** | No spaces required for lots less than 40 feet in width |
| Congregate Housing | 0.33 per LU | 0.33 per LU | 0.33 per LU | |
| Continuing Care Retirement Community | 0.5 per DU | 1 per DU | 1 per DU | |
| Dormitory | Zoning Administrator Determination | Zoning Administrator Determination | Zoning Administrator Determination | |
| Fraternity, Sorority House | 2 per BDRM | 2 per BDRM | 2 per BDRM | |
| Mixed Uses | Depends on mix | Depends on mix | Depends on mix | |
| Multi-Family | 1.5 per DU | 1.6 per DU | 1.75 per DU | |
| Nursing Home | 0.67 per LU | 0.67 per LU | 0.67 per LU | |
| Rooming House | 1 plus 1 per BDRM | 1 plus 1 per BDRM | 1 plus 1 per BDRM | |
| Townhouse | 1.5 per DU | 1.75 per DU | 2 per DU | |
| Two-Family | 2 per DU | 2 per DU | 2.5 per DU | |
| ***OFFICE USES***<br>All Office, except as listed below | **1 per 600 SF**<br>(*max. parking = 125% of the min. requirement) | **1 per 300 SF**<br>(*max. parking = 125% of the min. requirement) | **1 per 250 SF**<br>(*max. parking = 125% of the min. requirement) | No spaces required for buildings <2,000 SF located on a separate zoning lot |
| Office/Clinic, Medical | 1 per 500 SF | 1 per 250 SF | 1 per 250 SF | |
| ***COMMERCIAL USES***<br>(except as listed below) | **1 per 600 SF**<br>(*max. parking = 125% of the min. requirement) | **1 per 300 SF**<br>(*max. parking = 125% of the min. requirement) | **1 per 250 SF**<br>(*max. parking = 125% of the min. requirement) | No spaces required for buildings located on a separate zoning lot with <2,000 SF of building floor space |

| TABLE 15-A – TABLE OF MINIMUM PARKING REQUIREMENTS | | | | |
|---|---|---|---|---|
| **LAND USES**<br>DU = Dwelling Unit<br>LU = Lodging Unit<br>BDRM = Bedroom<br>SF = Building's Square Feet | **DOWNTOWN** | **TRADITIONAL** | **SUBURBAN and COASTAL** | **EXCEPTIONS/COMMENTS** |
| Antique Store | 1 per 1,250 SF | 1 per 625 SF | 1 per 500 SF | |
| Art Gallery | 1 per 1,250 SF | 1 per 625 SF | 1 per 500 SF | |
| Automobile and Truck Rental | 1 customer vehicle space per 500 SF | 1 customer vehicle space per 500 SF | 1 customer vehicle space per 500 SF | (Spaces for customer parking shall be marked separately) |
| Automobile and Truck Repair | 3 per bay | 3 per bay | 3 per bay | |
| Automobile Sales and Service | 1 per 500 SF plus 3 per bay | 1 per 500 SF plus 3 per bay | 1 per 500 SF plus 3 per bay | (Spaces for customer parking shall be marked separately) |
| Bed and Breakfast | 0.67 per guest room plus resident spaces | 1 per guest room plus resident spaces | 1 per guest room plus resident spaces | |
| Boat Sales and Service | 1 per 500 SF plus 3 per bay | 1 per 500 SF plus 3 per bay | 1 per 500 SF plus 3 per bay | |
| Car Wash (Self-Service) | 1 per bay | 1 per bay | 1 per bay | |
| Convenience Store, 24-Hours (with fuel sales) | 1 per 125 SF | 1 per 125 SF | 1 per 100 SF | |
| Eating/Eating & Drinking/ Entertainment Establishment | 1 per 250 SF of enclosed building area | 1 per 175 SF of enclosed building area | 1 per 150 SF of enclosed building area | |
| Funeral Home | 1 per 175 SF assembly area | 1 per 175 SF assembly area | 1 per 150 SF assembly area | |
| Gas Station | 1 per 125 SF | 1 per 125 SF | 1 per 125 SF | |
| Health and Fitness Facility | 1 per 250 SF | 1 per 175 SF | 1 per 150 SF | |
| Hotel/Motel | 0.67 per room | 1.0 per room | 1.3 per room | |
| Kennel | 1 per 400 SF | 1 per 400 SF | 1 per 400 SF | |
| Marina | ½ per slip | ½ per slip | ½ per slip | |
| Mini-Warehouse | 3 plus 1 per 100 units | 3 plus 1 per 100 units | 3 plus 1 per 100 units | |
| Recreational Sports, Outdoor | Zoning Administrator | Zoning Administrator | Zoning Administrator | |
| Studio, Arts/Dance | 1 per 1,200 SF | 1 per 600 SF | 1 per 500 SF | |
| Taxicab Operation | n/a | 1 per 500 SF plus 3 per bay | 1 per 500 SF plus 3 per bay | |
| Theater | 1 per 12 seats | 1 per 6 seats | 1 per 5 seats | |
| ***PUBLIC AND CIVIC USES*** (except as listed below) | **Zoning Administrator** | **Zoning Administrator** | **Zoning Administrator** | (*no max. parking required) |

| TABLE 15-A – TABLE OF MINIMUM PARKING REQUIREMENTS | | | | |
|---|---|---|---|---|
| **LAND USES**<br>DU = Dwelling Unit<br>LU = Lodging Unit<br>BDRM = Bedroom<br>SF = Building's Square Feet | **DOWNTOWN** | **TRADITIONAL** | **SUBURBAN and COASTAL** | **EXCEPTIONS/COMMENTS** |
| Airport | n/a | n/a | 1 per 500 SF of passenger waiting and service area | |
| Broadcast Studio | 1 per 1,000 SF | 1 per 500 SF | 1 per 400 SF | |
| Day Care Center, Adult | 1 plus 1 per 12 attendees | 1 plus 1 per 12 attendees | 1 plus 1 per 10 attendees | |
| Day Care Center, Child | 1 per 250 SF | 1 per 250 SF | 1 per 250 SF | |
| Day Care Home | 1 plus resident spaces | 1 plus resident spaces | 1 plus resident spaces | |
| Hospital | 1 per 300 SF | 1 per 300 SF | 1 per 250 SF | |
| Library | 1 per 1,600 SF | 1 per 800 SF | 1 per 500 SF | |
| Membership Organization/Hiring Hall/ Religious Institution | 1 per 65 SF assembly area | 1 per 60 SF assembly area | 1 per 50 SF assembly area | |
| ***INDUSTRIAL USES*** (except as listed below) | **1 per 850 SF** | **1 per 850 SF** | **1 per 850 SF** | (*no max. parking required) |
| Automobile Storage Yard | n/a | 1 per 500 SF | 1 per 500 SF | |
| Boat Dry Storage Facility | n/a | 1 per 1,250 SF | 1 per 1,250 SF | |
| Heavy Equipment Rental, Sales and Service | n/a | 1 per 500 SF | 1 per 500 SF | |
| Moving and Storage | n/a | 1 per 2,000 SF | 1 per 2,000 SF | |
| Recycling Collection Station | n/a | 1 per 500 SF | 1 per 500 SF | |
| Recycling Processing Center | n/a | 1 per 500 SF | 1 per 500 SF | |
| Ship Chandler | 1 per 2,000 SF | 1 per 2,000 SF | 1 per 2,000 SF | |
| Trucking Terminal | n/a | 1 per 2,000 SF | 1 per 2,000 SF | |
| Warehouse/Wholesale | 1 per 1,250 SF | 1 per 1,250 SF | 1 per 1,250 SF | |
| *All parking maximums are subject to the provisions of section 15-3.2 of this ordinance. | | | | |

## Exhibit F

**TABLE 15-B – TABLE OF BICYCLE PARKING REQUIREMENTS**

| **LAND USES** (All spaces are for short-term parking unless otherwise noted) | **BICYCLE PARKING CALCULATIONS** | | |
|---|---|---|---|
| | **DOWNTOWN CHARACTER DISTRICT** | **TRADITIONAL CHARACTER DISTRICT** | **SUBURBAN and COASTAL CHARACTER DISTRICT** |
| ***RESIDENTIAL USES*** (only applicable to Multi-Family as listed below) | | | |
| Multi-Family Dwelling | 1 per 4 dwelling units (at least 75% of required minimum shall be long-term) | 1 per 5 dwelling units (at least 75% of required minimum shall be long-term) | 1 per 6 dwelling units (at least 75% of required minimum shall be long-term) |
| ***OFFICE USES*** (unless otherwise listed below) | **1 per 1,200 gsf** (at least 25% of required minimum shall be long-term) | **1 per 1,500 gsf** (at least 25% of required minimum shall be long-term) | **1 per 2,000 gsf** (at least 25% of required minimum shall be long-term) |
| Office, Veterinary | 2 (short-term) and 2 (long-term) | 2 (short-term) and 2 (long-term) | 2 (short-term) and 2 (long-term) |
| ***COMMERCIAL USES*** (unless otherwise listed below) | **1 per 1,200 gsf** (at least 10% of required minimum shall be long-term) | **1 per 1,500 gsf** (at least 10% of required minimum shall be long-term) | **1 per 2,000 gsf** (at least 10% of required minimum shall be long-term) |
| Kennel | N/A | 2 (short-term) and 2 (long-term) | 2 (short-term) and 2 (long-term) |
| Marina or Yacht Club | 1 per 600 gsf of assembly area | 1 per 750 gsf of assembly area | 1 per 1,000 gsf of assembly area |
| Hotel/Motel | 1 per 20 lodging units (at least 90% of required minimum shall be long-term) | 1 per 30 lodging units (at least 90% of required minimum shall be long-term) | 1 per 40 lodging units (at least 90% of required minimum shall be long-term) |
| Mini-Storage | 2 (short-term) and 2 (long-term) | 2 (short-term) and 2 (long-term) | 2 (short-term) and 2 (long-term) |
| Auto-Dependent Uses: Auto Rental/Repair/Sales/ Car Wash | 3 per 20,000 gsf (short-term) 3 per 20,000 gsf (long-term) | 2 per 20,000 gsf (short-term) 2 per 20,000 gsf (long-term) | 1 per 20,000 gsf (short-term) 1 per 20,000 gsf (long-term) |
| ***PUBLIC AND CIVIC USES*** (unless otherwise listed below) | **1 per 1,200 gsf** (at least 25% of required minimum shall be long-term) | **1 per 1,500 gsf** (at least 25% of required minimum shall be long-term) | **1 per 2,000 gsf** (at least 25% of required minimum shall be long-term) |
| Airport | N/A | N/A | 1 per 12,000 gsf of waiting/queuing area |
| Amphitheater, Arena, Stadium, Conference Center | 1 per 35 seats and 1 space per 2,000 gsf of non-seated assembly area | 1 per 40 seats and 1 space per 3,000 gsf of non-seated assembly area | 1 per 75 seats and 1 space per 5,000 gsf of non-seated assembly area |

| **LAND USES** (All spaces are for short-term parking unless otherwise noted) | **BICYCLE PARKING CALCULATIONS** | | |
|---|---|---|---|
| | **DOWNTOWN CHARACTER DISTRICT** | **TRADITIONAL CHARACTER DISTRICT** | **SUBURBAN and COASTAL CHARACTER DISTRICT** |
| Day Care Home | No spaces required | No spaces required | No spaces required |
| Religious Institution | 1 per 1,200 gsf of assembly area | 1 per 1,500 gsf of assembly area | 1 per 2,000 gsf of assembly area |

01/27/2016 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 ESTABLISH A NEW CHARACTER DISTRICT KNOWN AS THE "COASTAL CHARACTER DISTRICT" IN THE OCEAN VIEW AREA OF THE CITY.

- - -

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

Section 1: That the general plan of Norfolk, plaNorfolk2030, shall be amended so as to establish a new character district to be known as the "Coastal Character District" in certain portions of the Ocean View area of the City. The general plan is hereby amended as follows:

(a) In Chapter 2, modify Action LU1.1.6 in order to include the Coastal Character District. The amended action shall read as set forth in "Exhibit A," attached hereto.

(b) In Chapter 2, modify the exhibit showing types of character districts in order to include the Coastal Character District. The new exhibit shall appear as set forth in "Exhibit B," attached hereto.

(c) In Chapter 2, modify map LU-2, entitled "Character Districts," in order to include the Coastal Character District. The map shall appear as set forth in "Exhibit C," attached hereto.

(d) In Chapter 2, add new Actions LU1.1.13 and LU 1.1.14 in order to define goals for form standards and the use of pattern books for guiding new development in the Coastal Character District. The new actions shall read as set forth in "Exhibit D," attached hereto.

(e) In Chapter 13, "Implementing plaNorfolk2030," amend the several rows and all information contained in those rows in conjunction with the amendments and adjustments indicated above as set forth in "Exhibit E," attached hereto.

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.

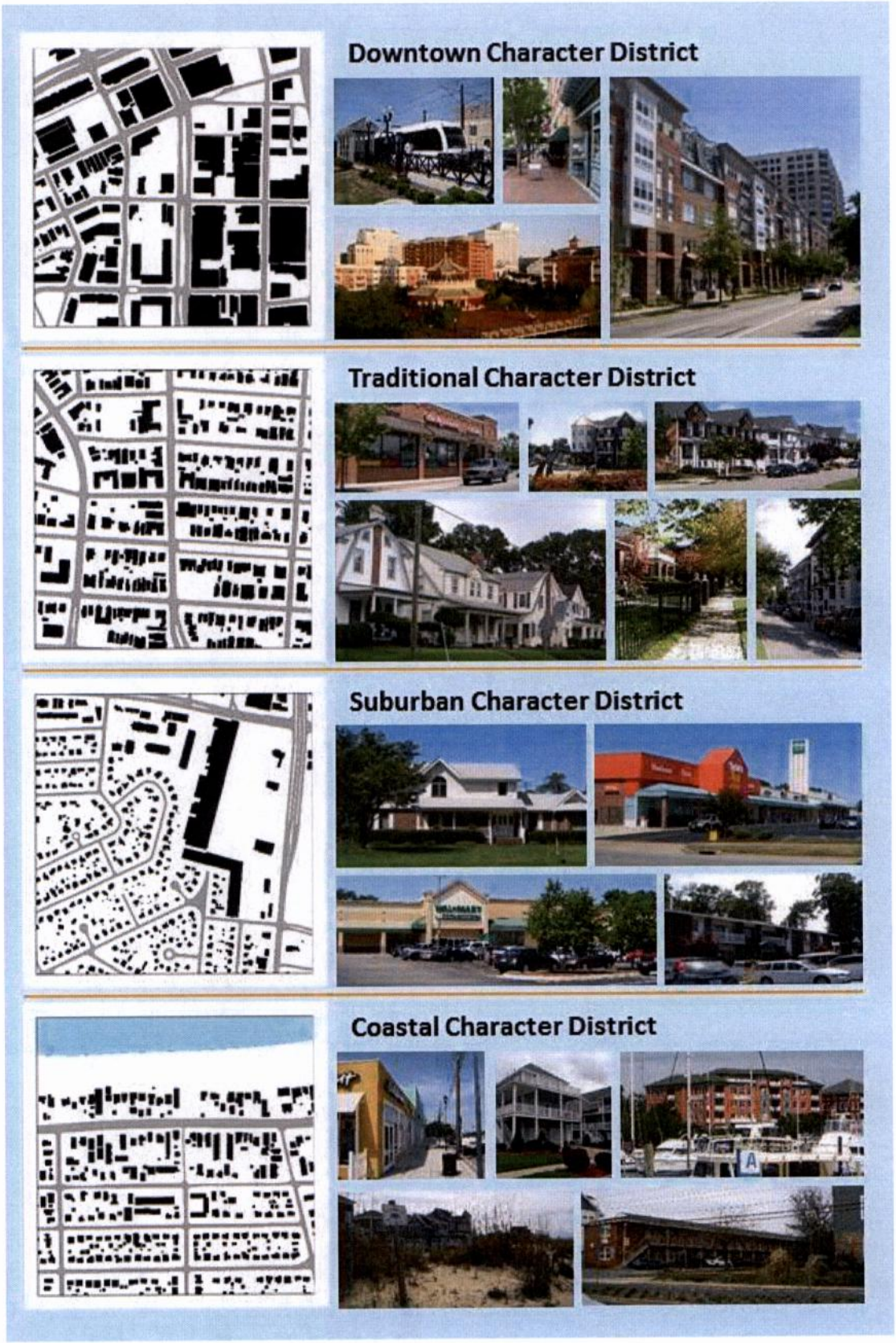
ATTACHMENTS:
Exhibit A (1 page)
Exhibit B (1 page)
Exhibit C (1 page)
Exhibit D (1 page)
Exhibit E (1 page)

## Exhibit A

Action LU1.1.6. Utilize a series of Character Districts (see Map LU-2) to establish differing development standards based on the existing predominant development character in an area. ~~Initial~~ The Character Districts are as follows:

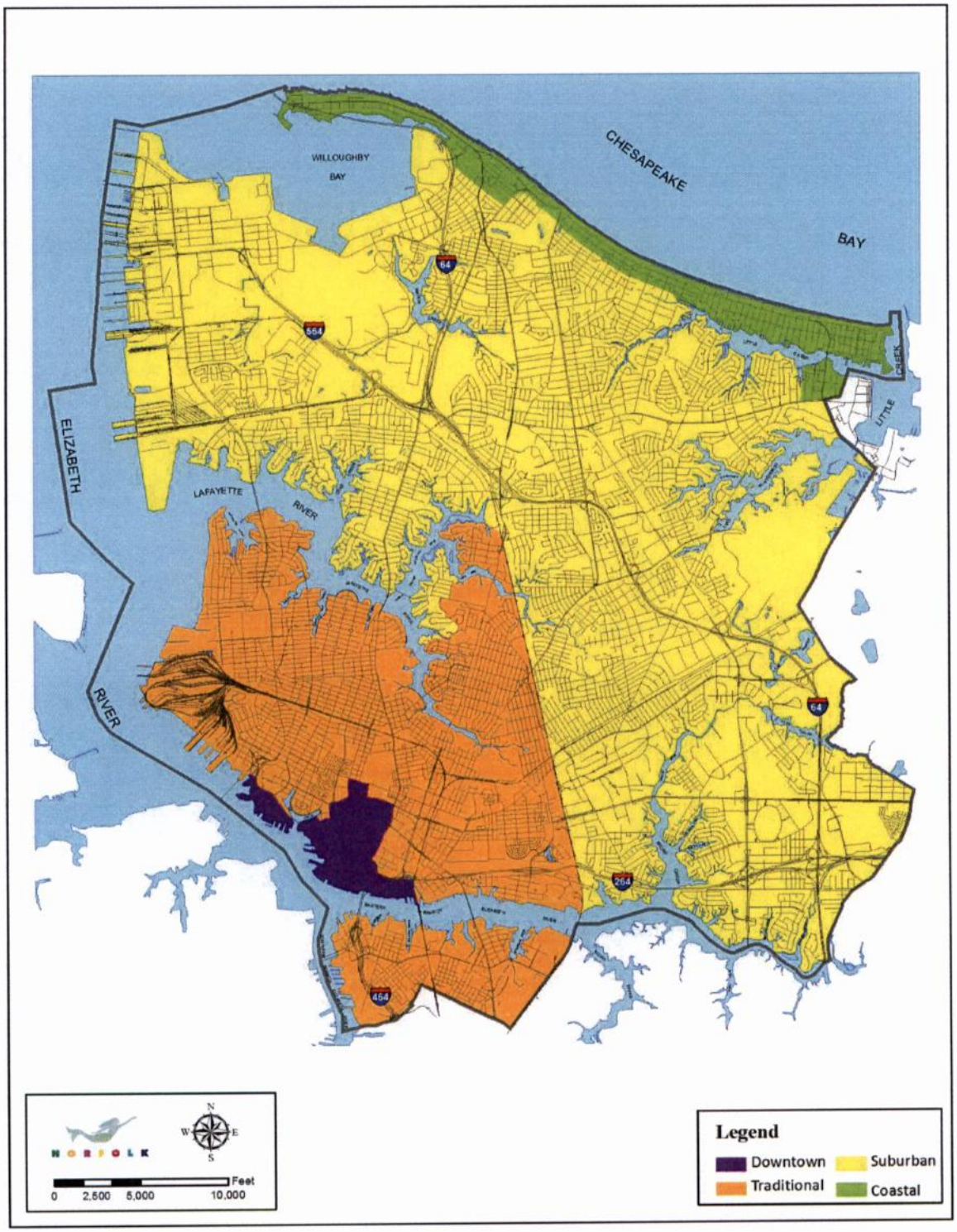
| |
|---|
| **Downtown** |
| ○ Downtown areas developed first with a broad range of higher-intensity uses, limited on-site parking, common open and green space, and widespread pedestrian and transit accessibility. |
| **Traditional** |
| ○ Areas primarily developed in the early 20th Century, with a grid pattern of streets, smaller lots, and a variety of uses located in proximity to one another. |
| **Suburban** |
| ○ Suburban areas developed after WWII with more curvilinear streets, larger blocks and lot sizes, and a greater separation of uses. |
| **Coastal** |
| ○ Areas along the Chesapeake Bay developed in a linear fashion centered on Ocean View Avenue, broken up by a repeating pattern of north-south streets leading to beach accesses, and developed with an eclectic mix of housing types interspersed with neighborhood-scale commercial uses. |

## Exhibit B


Downtown Character District
Traditional Character District
Suburban Character District
Coastal Character District

## Exhibit C

### MAP LU-2. CHARACTER DISTRICTS



## Exhibit D

...

Action LU1.1.13. Ensure that new development in the Traditional and Coastal Character Districts fits with the predominant development character in those areas by incorporating more strict form standards into the Zoning Ordinance.

Action LU1.1.14. Develop pattern books to clearly establish the appropriate development form and style for all new development in the Traditional and Coastal Character Districts, and for new commercial and multifamily development in the Suburban Character District.

...

# Exhibit E

## Table IP-1. Implementation Matrix

| IMPLEMENTATION ITEM | | ACTION | LEAD RESPONSIBILITY | TIMEFRAME FOR COMPLETION | COST CATEGORY | COMMENTS |
|---|---|---|---|---|---|---|
| Land Use Goal 1. Ensure that the type and quality of land uses will complement or enhance the community's physical characteristics. | | | | | | |
| **Outcome LU1.1. Future land use map and categories that respect neighborhood characteristics and meet the demand for each type of use.** | LU1.1.13 | Ensure that new development in the Traditional and Coastal Character Districts fits with the predominant development character in those areas by incorporating more strict form standards into the Zoning Ordinance. | Planning | * | * | Part of work program for LU1.2.1. |
| | LU1.1.14 | Develop pattern books to clearly establish the appropriate development form and style for all new development in the Traditional and Coastal Character Districts, and for new commercial and multifamily development in the Suburban Character District. | Planning | Short-Term | $100,000 to $250,000 | |

C: Dir., Office of Budget and Strategic Planning

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: Gregory Patrick, Acting Budget Team Leader

**Subject:** An ordinance to amend the Fiscal Year 2016 Capital Improvement Program (CIP) Budget to add an Economic Development Authority capital project

Reviewed: _____
Peter H. Chapman, Deputy City Manager

**Ward/Superward:** Citywide

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-5**

I. **Recommendation:** Consider Ordinance

II. **Applicant:** City of Norfolk

**Description:**
This agenda item includes an ordinance to amend the Fiscal Year 2016 Capital Improvement Program (CIP) Budget to establish a $14.5 million Economic Development Authority (EDA) project for the conversion of the former J.C. Penney store at Military Circle to an office building. This project is not a capital project being carried out by the city. This amendment is being proposed in anticipation of the city needing to provide debt service coverage through the operating budget for the $14.5 million project should the EDA not be able to make the loan payments.

III. **Analysis**
The EDA will issue a Revenue Note for $14.5 million secured by a cooperation agreement with the city, which includes a full faith and credit pledge. The credit of the city will be pledged and approved by City Council by way of a separate ordinance. Currently the EDA has a tenant committed for occupancy for roughly half of the square footage of the building. It is highly anticipated the EDA will be able to self-support this loan when additional tenants are secured. In addition, the EDA will be able to refinance this loan at the end of its five-year term and eliminate the need for the city's pledge.

IV. **Financial Impact**
The EDA has secured a loan for $14.5 million. The EDA will utilize the revenue from the five-cent cigarette tax dedicated to the Department of Economic Development as a source to make debt service payments. Cigarette tax revenue was previously dedicated for business development and retention by City Council in FY 2014. It is also anticipated the city may need to provide additional

support should the EDA fall short in operating revenue during in the initial two years of the loan until other tenants are secured. Should this coverage be needed, it will be supported through subsequent City Council adopted operating debt service budgets.

**V. Environmental**

N/A

**VI. Community Outreach/Notification**

Pursuant to the *Code of Virginia* and *Norfolk City Charter*, this agenda item requires a public hearing. As such, a public hearing notice was published in *The Virginian-Pilot* on February 16, 2016.

**VII. Board/Commission Action**

N/A

**VIII. Coordination/Outreach**

This letter and ordinance have been coordinated with the Office of Budget and Strategic Planning, the Department of Finance, Department of Development, the City Attorney's Office and the City Manager's Office.

Supporting Material from the City Attorney's Office:

- Ordinance

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Budget & Strategic Planning

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.

$ $14,500,000 N/A
Account

Director of Finance 2/16/16
Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN SECTIONS 1 AND 2 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND TO ADD A NEW SECTION 3 TO THE CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE FISCAL YEAR 2016 TO FINANCE ECONOMIC DEVELOPMENT AUTHORITY COSTS IN THE AMOUNT OF $14,500,000 RELATED TO THE CONVERSION OF THE FORMER J.C. PENNEY STORE AT MILITARY CIRCLE TO AN OFFICE BUILDING.

WHEREAS, Council desires to further amend the Capital Improvement Plan Budget for the City for the fiscal year beginning July 1, 2015 and ending on June 30, 2016, so as to establish a new capital project and provide the funding therefor, said project being known as "Conversion of Former J.C. Penney Store at Military Circle to Office Building" (the "Conversion Project") in the sum of Fourteen Million Five Hundred Thousand Dollars ($14,500,000); now therefore,

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

Section 1:- That Sections 1 and 2 of the Fiscal Year 2016 Capital Improvement Plan Budget Ordinance #45,956, adopted by Council on May 19, 2015, and subsequently amended by Ordinance #46,080 adopted by Council on October 13, 2015, and by Ordinance #46,176, adopted by Council on December 15, 2015, effective from and after July 1, 2015, are hereby amended and reordained and a new Section 3 is added, so as to establish a new capital project and provide for the funding therefor,

said project being known as "Conversion of Former J.C. Penney Store at Military Circle to Office Building" in the amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000), such sections to read as follows:

Section 1:- That the capital projects set forth below in the Capital Improvement Plan for the fiscal year beginning on July 1, 2015 and ending on June 30, 2016, submitted by the City Manager under date of April 14, 2015, approved by City Council on May 19, 2015 and as subsequently amended by City Council on October 13, 2015 and December 15, 2015, are hereby approved and the amounts herein set forth aggregating $185,705,200, or so much thereof as may be necessary, as set forth in the Capital Improvement Plan Budget for the fiscal year July 1, 2015 to June 30, 2016, are hereby appropriated for the purposes hereinafter set out in the following subparagraph:

A. Capital Improvement Projects

| Number | Title | Approved Amount |
|---|---|---|
| General Capital | | |
| 1 | Address School Major Maintenance | 3,750,000 |
| 2 | Address Street Flooding Citywide | 1,500,000 |
| 3 | Build Broad Creek Library | 9,000,000 |
| 4 | Construct Camp Allen Elementary School | 11,886,000 |
| 5 | Construct or Renovate Schools | 59,000,000 |
| 6 | Continue Scope Arena Improvements (PA) | 750,000 |
| 7 | Control Beach Erosion | 500,000 |
| 8 | Develop Bicycle, Pedestrian Greenways, Sharrows, and Complete Streets | 750,000 |
| 9 | Enhance Signals and Intersections | 200,000 |
| 10 | Fund ADA Master Plan for City Facilities | 150,000 |
| 11 | Fund Chrysler Museum Capital Campaign Match | 850,000 |
| 12 | Fund Preliminary Engineering | 3,359,000 |
| 13 | Implement Fire-Rescue Facility Plan | 5,125,000 |
| 14 | Implement RPOS Master Plan | 600,000 |
| 15 | Improve Citywide Dredging and Waterways | 350,000 |
| 16 | Improve Community and Neighborhood Parks | 500,000 |
| 17 | Improve Cultural Facilities (PA) | 250,000 |
| 18 | Improve Denby Park Neighborhood | 500,000 |

| | | |
|---|---|---|
| 19 | Improve Downtown Corridor Streetscaping | 100,000 |
| 20 | Improve Existing Community Centers | 450,000 |
| 21 | Improve Fairmount Park Infrastructure | 950,000 |
| 22 | Improve HVAC Systems Citywide | 200,000 |
| 23 | Improve Infrastructure and Acquire Property | 1,000,000 |
| 24 | Improve Neighborhood Streets - Major | 600,000 |
| 25 | Improve Roof Repair and Moisture Protection | 250,000 |
| 26 | Improve Street Lights | 100,000 |
| 27 | Maintain Municipal Facilities | 3,000,000 |
| 28 | Maintain USS Wisconsin BB-64 | 500,000 |
| 29 | Renovate Virginia Zoo Farm and Reptile House | 700,000 |
| 30 | Repair and Maintain Bridges - Minor | 250,000 |
| 31 | Repair and Replace Bridges - Major | 1,000,000 |
| 32 | Repair Neigh. Sts/Sidewalks/Walkways | 500,000 |
| 33 | Revitalize, Redevelop, and Conserve Neighborhoods | 2,500,000 |
| 34 | Support Boxing Facility at Harbor Park | 2,000,000 |
| 35 | Support Career and Technical Education | 1,000,000 |
| 36 | Support Citywide Public Art | 250,000 |
| 37 | Chesapeake Boulevard Pedestrian Crossing | 200,000 |
| 38 | Improve Chelsea Neighborhood Infrastructure | 100,000 |
| 39 | Improve Arts District Infrastructure | 200,000 |
| 40 | Implement Five Points Better Block Plan | 300,000 |
| 41 | Implement Ocean View Traffic Calming | 200,000 |
| 42 | Implement Southside Neighborhood Plan | 300,000 |
| 43 | Implement Poplar Hall Drive Pedestrian Improvement | 250,000 |
| 44 | Support Economic Development | 3,500,000 |
| 45 | Conversion of Former J.C. Penney Store at Military Circle to Office Building | 14,500,000 |
| Total General Capital | | 133,920,000 |
| Parking Facilities | | |
| 45 | Maintain Parking Facilities | 2,900,000 |
| 46 | Acquire Parking Garage | 10,000,000 |
| Total Parking Facilities | | 12,900,000 |
| Storm Water Utility | | |
| 47 | Create Citywide Flooding Reserve | 1,315,200 |
| 48 | Improve Storm Water Quality | 950,000 |
| 49 | Improve Storm Water System | 600,000 |
| 50 | Improve Storm Water Waterfront Facilities | 500,000 |
| 51 | Reduce Neighborhood Flooding | 1,450,000 |
| 52 | Support Campostella Landfill Post Closure Requirements | 1,500,000 |

| | | |
|---|---|---|
| Total Storm Water Utility | | 6,315,200 |
| Wastewater Utility | | |
| 53 | Improve Wastewater Collection System | 17,000,000 |
| Total Wastewater Utility | | 17,000,000 |
| Water Utility | | |
| 54 | Implement Meter Change-Out Program | 150,000 |
| 55 | Improve Water Pipeline Infrastructure | 12,700,000 |
| 56 | Rehabilitate Reservoirs Systemwide | 1,050,000 |
| 57 | Replace Master Meters | 120,000 |
| 58 | Upgrade Moores Bridges Water Treatment Plant | 1,500,000 |
| 59 | Upgrade Northstar Billing System | 50,000 |
| Total Water Utility | | 15,570,000 |
| Grand Total | | 185,705,200 |

Section 2:- That in order to provide the funds heretofore appropriated, cash in the aggregate principal sum of $21,674,304 is authorized to be expended. Of such sum, $11,727,966 is for General Capital Improvement Projects, which is comprised of $300,000 of proceeds from the sale of land, $2,079,166 transferred from the General Fund, $2,200,000 transferred from the General Fund, $6,148,800 transferred from the School Fund, and $1,000,000 transferred from the Public Amenities Fund; $2,900,000 is for Parking Facilities Fund Projects; and $5,350,000 is for Water Utility Fund Projects; and $1,696,338 for Storm Water Utility Fund Projects, of which $381,138 was previously authorized cash. Proceeds of the Economic Development Authority Revenue Note (the "EDA Revenue Note") in the principal sum of $14,500,000 as described in Section 3 below is for the General Capital Improvement Projects and authorized to be expended on the Conversion Project. Previously approved, but unissued, bonds in the aggregate principal sum of $4,430,424 are reappropriated for General Capital Improvement Projects, and therefore bonds of the City of Norfolk in the aggregate principal sum of $149,530,896 are hereby authorized to be issued from time to time in such form and with such terms as shall be established pursuant to future ordinances, of which $107,692,034 is for General Capital

Improvement Projects, $10,000,000 is for Parking Facilities Fund Projects, $4,618,862 is for Storm Water Utility Fund Projects, $17,000,000 is for Wastewater Utility Fund Projects and $10,220,000 is for Water Utility Fund Projects. Further, that $7,500,000 of cash funding previously authorized from the Public Amenities Fund for General Capital Improvement Projects hereby reverts to the Public Amenities Fund, and funding for $40,000,000 of the City's previously authorized, but unissued, Water Utility Fund Projects is hereby converted to cash funding and is hereby appropriated.

Section 3:- That the City shall be obligated to make principal and interest payments on the EDA Revenue Note in the principal amount of $14,500,000 to be issued by the Economic Development Authority of the City of Norfolk ("EDA") to finance the Conversion Project, such debt service payments being made by the City under the terms of a cooperation agreement to be entered into with the EDA.

Section 2:- That in all other respects, Ordinance #45,956, as amended by Ordinance #46,080 and by Ordinance #46,176, shall remain in full force and effect.

Section 3:- That this ordinance shall be in effect from and after its adoption.

C: Director, Department of Finance

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

**From:** Christine Garczynski, Director of Finance

**Subject:** Authorization to enter into a Cooperation Agreement to pledge the City's full faith and credit equal to the debt service on a Revenue Note issued by the Economic Development Authority.

**Reviewed:** Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward:** Citywide

**Approved:** Marcus D. Jones, City Manager

**Item Number:** **PH-6**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance authorizing the City of Norfolk (the "city") to enter into a Cooperation Agreement to pledge the City's full faith and credit equal to the debt service coverage on a $14.5 million Revenue Note issued by the Economic Development Authority (EDA). The funds will be used for an EDA project that will convert the former J.C. Penney store at Military Circle to an office building. Approval of this ordinance is required for the EDA to proceed with the EDA's Revenue Note transaction.

IV. **Analysis**

The EDA will issue a Revenue Note for $14.5 million secured by a Cooperation Agreement with the city, which includes a full faith and credit pledge. Currently the EDA has a tenant committed for occupancy for roughly half of the square footage of the building. It is highly anticipated the EDA will be able to self-support this loan when additional tenants are secured. In addition, the EDA has the ability to refinance this loan at the end of its five-year term and eliminate the need for the city's pledge.

V. **Financial Impact**

The EDA has secured a loan for $14.5 million. The EDA will utilize the revenue from the five-cent cigarette tax dedicated to the Department of Economic Development as a source to make debt

service payments. Cigarette tax revenue was previously dedicated for business development and retention by City Council in FY 2014. It is also anticipated the city may need to provide additional support should the EDA fall short in operating revenue during in the initial two years of the loan until other tenants are secured.

The City shall be obligated to make principal and interest payments on the EDA Revenue Note in the principal amount of $14.5 million should EDA revenue (cigarette tax) or other EDA sources not be available for the project.

**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 Development, Department of Finance, the City Attorney's Office, and the City Manager's office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Cooperation Agreement

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Budget & Strategic Planning

NORFOLK, VIRGINIA

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.

$ N/A N/A
Account

Director of Finance 2/17/16
Date

# ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY OF NORFOLK TO ENTER INTO A COOPERATION AGREEMENT TO PROVIDE FOR THE PAYMENT OF NOTES ISSUED BY THE ECONOMIC DEVELOPMENT AUTHORITY AND TO PLEDGE THE CITY'S FULL FAITH AND CREDIT IN CONNECTION THEREWITH.

- - -

WHEREAS, the Economic Development Authority of the City of Norfolk (the "Authority"), owns the former J.C. Penney building (the "Building") at the Gallery at Military Circle, 880 N. Military Highway and has determined that it is advisable to issue its revenue notes (the "Notes") to finance the construction and equipping of the Building and costs of issuance associated therewith (collectively, the "Project"); and

WHEREAS, the Authority has entered into or will enter into a lease agreement for approximately 100,000 square feet of the Building and anticipates rents from such lease will pay a portion of the amounts due under the Notes; and

WHEREAS, the terms of the Notes shall be substantially as set forth in a proposal from Bank of America, N.A. dated

January 28, 2016 (as the same may be amended as permitted by this Ordinance, the "Proposal"); and

WHEREAS, pursuant to the Proposal, the lender has required the Notes be payable from funds provided by the City pursuant to a cooperation agreement with the Authority (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City's obligation to make payments under the Cooperation Agreement, including without limitation payments equal to the debt service on the Notes (such obligation of the City to be hereinafter referred to as the "Obligation"), will be secured by the full faith and credit of the City, and as such, the Obligation will be a "general obligation bond" within the meaning of the Public Finance Act of 1991 (the "Public Finance Act"), Section 15.2-2600 et seq. of the Code of Virginia (1950), as amended (the "Virginia Code"); and

WHEREAS, a public hearing on the Obligation has been held after notice was published in accordance with the requirements of Section 15.2-2606 of the Virginia Code.

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

Section 1:- That the Council of the City of Norfolk, Virginia (the "Council"), hereby finds and determines that it will benefit the inhabitants of the City through the promotion of their prosperity and welfare for the City to incur the Obligation and

contract such debt in an aggregate principal amount not to exceed $14,500,000 pursuant to the terms and conditions as substantially set forth in the Proposal and the Cooperation Agreement. The Obligation shall be used to pay the costs of the Notes and the Notes shall be used to pay the costs of the Project.

Section 2:- That the Obligation shall be a general obligation of the City to which the full faith and credit of the City are hereby irrevocably pledged. The Council is hereby authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the payments under the Obligation to the extent other funds of the City are not lawfully available and appropriated for such purpose.

Section 3:- That the Proposal may be amended, modified or supplemented, as may be approved by the City Manager of the City of the City of Norfolk (the "City Manager"), with such approval to be evidenced by the City Manager's execution and delivery of the Cooperation Agreement or other documents relating to the issuance of the Notes; provided however, that the Proposal (as amended, modified or supplemented) must comply with the parameters established for the Cooperation Agreement and the Notes in Section 4.

Section 4:- That the City Manager is hereby authorized to correct, amend, or revise the Cooperation Agreement as he may deem necessary in order to carry out the intent of the Council as expressed herein and to execute and deliver on behalf of the City the Cooperation Agreement as corrected, amended, or revised, subject to approval as to form and correctness by the Office of the City Attorney, and the City Clerk is hereby authorized to affix or to cause to be affixed the seal of the City to the Cooperation Agreement and to attest such seal.

Section 5:- The Council hereby authorizes the performance by the City of its obligations under the Cooperation Agreement. The Notes shall be in such

form and contain such provisions as the City Manager shall approve. The approval of the Cooperation Agreement or the Notes will be evidenced conclusively by the execution and delivery of the Cooperation Agreement, provided that the aggregate principal amount of the Notes shall not exceed $14,500,000 and the maturity of the Notes shall not exceed five (5) years from the closing of the Notes.

Section 6:- That the City Manager and such other officers and agents of the City as the City Manager may designate, are hereby authorized and directed to take further action as he deems necessary or appropriate regarding the Obligation and the issuance of the Notes.

Section 7:- That the appropriate officers or agents of the City are hereby authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

Section 8:- That the Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to incur the Obligation under the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code without regard to the requirements, restrictions or other provisions contained in the Charter of the City.

Section 9:- That this Ordinance shall be in effect from and after its adoption.

**COOPERATION AGREEMENT**
(EDA – City of Norfolk)

**THIS COOPERATION AGREEMENT** ("Cooperation Agreement") is made and entered into as of the 23rd day of February, 2016, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK,** a duly organized and existing body corporate and politic constituting a political subdivision of the Commonwealth of Virginia (the "Authority"), and the **CITY OF NORFOLK, VIRGINIA,** a municipal corporation of the Commonwealth of Virginia (the "City").

**RECITALS**

**WHEREAS,** the Authority is duly established and its existence was validated pursuant to the Virginia Industrial Development and Revenue Bond Act (the "Act"), Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended (the "Code"); and

**WHEREAS,** the Authority is empowered under the Act to cooperate with the City in actions taken for the purpose of promoting economic development and the commerce, safety, health, welfare, convenience or prosperity of citizens of Virginia within the Authority's area of operation (which in the Authority's case is coextensive with the territorial boundaries of the City); and

**WHEREAS,** the Authority and the City, in connection with other public and private efforts, are vitally concerned with the attraction and retention of new businesses; and

**WHEREAS**, the Authority owns the former J.C. Penney building (the "Building") at the Gallery at Military Circle, 880 N. Military Highway; and

**WHEREAS**, the Authority has entered into or will enter into a lease agreement for approximately 100,000 square feet of the Building (the "Lease"); and

**WHEREAS**, pursuant to the Lease, the Authority has agreed to renovation and equipping of the Building and to deliver the premises to Tenant at an estimated cost to the Authority of Eighteen Million and 00/100 Dollars ($18,000,000.00); and

**WHEREAS**, on December 15, 2015, the Council of the City adopted Ordinance No. 46,176, appropriating Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00) to "Support Economic Development" to be used towards the Project; and

**WHEREAS**, the Authority has determined that it is advisable to issue an Economic Development Revenue Note in the principal amount of Fourteen Million Five Hundred Thousand and 00/100 Dollars ($14,500,000.00) (the "Note") to finance the remaining costs of renovation and equipping of the Building and the costs of issuance associated therewith (collectively, the "Project"); and

**WHEREAS**, the terms of the Note shall be substantially as set forth in the proposal from Bank of America, N.A. (the "Lender") dated January 28, 2016, a copy of which is attached

hereto as Exhibit A (the "Proposal"); and

**WHEREAS**, the Lender has required the Note be payable from funds provided by the City pursuant to this Cooperation Agreement; and

**WHEREAS**, the City's obligation to make payments under this Cooperation Agreement, including without limitation payments equal to the debt service on the Note, will be secured by the full faith and credit of the City, and as such, the Obligation will be a "general obligation bond" within the meaning of the Public Finance Act of 1991 (the "Public Finance Act"), Section 15.2-2600 et seq. of the Code of Virginia (1950), as amended (the "Virginia Code"); and

**WHEREAS**, the Authority has represented to the City that the Project is expected to provide the following benefits to the inhabitants of the City, South Hampton Roads and the Commonwealth of Virginia:

(i) Approximately 200 additional permanent full time jobs; and

(ii) Stimulation of growth and revitalization in the Military Highway corridor of the City;

**WHEREAS**, Section 15.2-4905 (12) of the Code authorizes the Authority:

> to accept contributions, grants and other financial assistance from . . . the Commonwealth, or any political subdivision, agency, or public instrumentality of the Commonwealth, for or in aid of the construction, acquisition, ownership, maintenance or repair of the authority facilities, . . . or in order to make loans in furtherance of the purposes of this chapter of such money, contributions, grants, and other financial assistance, and to this end the authority shall have the power to comply with such conditions and to execute such agreements . . . as may be necessary, convenient or desirable and to agree to such terms and conditions as may be imposed;

**WHEREAS**, Section 15.2-4901 of the Code concludes with the statement that "This chapter shall be liberally construed in conformity with these intentions," evidencing the legislative intent that all aspects of Title 15.2, Chapter 49 be broadly interpreted in order to promote and facilitate economic development in the Commonwealth and its localities; and

**WHEREAS,** on February 23, 2016, the Council of the City adopted Ordinance No. ____, approving this Cooperation Agreement, authorizing the execution and delivery hereof on behalf of the City and the performance of all obligations undertaken by the City under this Cooperation Agreement; and

**WHEREAS,** on February ___, 2016, the Board of Directors of the Authority adopted a resolution approving the form and substance of the Grant Agreement and this Cooperation Agreement, authorizing the execution and delivery thereof and hereof on behalf of the Authority, accepting the City's Grant, and authorizing the performance of, and agreeing to perform, all

obligations undertaken by the Authority under the Grant Agreement and this Cooperation Agreement; and

**WHEREAS**, the parties hereto desire to enter into this Cooperation Agreement for the purpose of setting forth their understandings and agreements in connection with the City's obligation to make principal and interest payments as debt service on the Note and the Authority's undertaking of the Project.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the public benefits to accrue to the Authority, the City, South Hampton Roads and the Commonwealth, and the inhabitants thereof from the undertaking and carrying out of the Project and in consideration of the mutual covenants hereinafter set forth, the Authority and the City agree as follows:

1. City Obligations. In order to allow the Authority to undertake the Project, the City shall be obligated to make principal and interest payments as debt service on a Note in the principal amount of $14,500,000 to finance costs related to the Project (such obligation of the City to be hereinafter referred to as the "Obligation"). The Obligation will be secured by the full faith and credit of the City, and as such, the Obligation will be a "general obligation bond" within the meaning of the Public Finance Act and Section 15.2-2600 et seq. of the Virginia Code. The City shall make such payments in accordance with the loan agreements entered into in connection with the Note, which agreements shall be subject to review and approval by the City. The Obligation shall be used to pay the costs of the Note, and the Note shall be used by the Authority to pay the costs of the Project.

2. Authority Obligations. The Authority agrees that the expenditure authorized hereby and any appropriations in future years for purposes of the Note shall be used exclusively for the costs of the Project. The Authority shall undertake the Project and shall use commercially reasonable efforts to lease the remaining area of the Building in order to secure a rental income stream sufficient to allow the Authority to refinance the debt and to allow the City to be released from the Obligation. All rents or other income received by the Authority under the Lease, from other leases of the Building, or from any sale or other transfer of the Building, less documented expenses incurred by the Authority for utilities, maintenance and repair of the Building, shall be paid by the Authority to the City within ten (10) days after receipt thereof by the Authority until such time as the City has been reimbursed for the principal and interests payments made on the Note by the City.

3. Non-Discrimination. In carrying out this Cooperation Agreement, the Authority and the City agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training including apprenticeship.

4. Applicable Law. This Cooperation Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. In the event of litigation hereunder, venue shall be in the Circuit Court of the City of Norfolk.

5. Notices. All notices or other communications required or desired to be given with respect to this Cooperation Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or by reputable overnight carrier (such as Federal Express) and properly addressed as provided below. Each notice given by mail or overnight carrier shall be deemed to be given by the sender when received or refused by the party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

If to the Authority:

Economic Development Authority of the City of Norfolk
500 East Main Street, Suite 1500
Norfolk, VA 23510
Attention: Executive Director

With a copy to:

Kaufman & Canoles
150 W. Main Street Suite 2100
Norfolk, Virginia 23510
Attention: George Consolvo, Esq.

If to the City:

City Manager
City of Norfolk
1101 City Hall Building
810 Union Street
Norfolk, Virginia 23510
Attention: City Manager

With a copy to:

City Attorney
City of Norfolk
810 Union Street, Suite 900
Norfolk, Virginia 23510
Attention: City Attorney

6. Binding on Successors in Interest. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

7. Entire Agreement. This Cooperation Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

8. Severability. If any one or more of the provisions contained in this Cooperation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Cooperation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

9. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Cooperation Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

10. Headings. The titles of articles and sections of this Cooperation Agreement are for reference purposes only and shall be of no binding effect.

11. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Cooperation Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Cooperation Agreement.

12. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Cooperation Agreement.

13. Rights and Remedies Cumulative. The rights and remedies provided by this Cooperation Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Authority to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cooperation Agreement and to perform its duties under this Cooperation Agreement; the person executing this Cooperation Agreement on its behalf has the authority to do so; upon execution and delivery of this Cooperation Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cooperation Agreement does not violate any bylaw, charter, regulation, law or other governing authority of the party.

15. Counterparts. This Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

16. No Third Party Beneficiaries. This Cooperation Agreement is intended solely for the benefit of the parties hereto. This Cooperation Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third party beneficiaries hereof. [WILL NEED TO BE MODIFIED IF THE AUTHORITY CHOOSES LOAN WHERE AUTHORITY IS PAYOR SECURED BY COOPERATION AGREEMENT].

**[SIGNATURE PAGES FOLLOW.]**

**WITNESS** the execution of this Cooperation Agreement (EDA – City of Norfolk) by the duly authorized officials of the City and the Authority as of the day and year first set forth above.

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENTS:

_____
Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

**[SIGNATURE PAGES CONTINUE ON NEXT PAGE]**

**[CONTINUATION OF SIGNATURE PAGES TO COOPERATION AGREEMENT (EDA – CITY OF NORFOLK)]**

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

By:_____
Name :_____
Title :_____

APPROVED AS TO CONTENTS:

_____
Executive Director, Economic Development Authority of the City of Norfolk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Counsel to the Economic Development Authority of the City of Norfolk

CERTIFICATE OF FUNDING

I hereby certify that the money required for the obligations of the City of Norfolk under Cooperation Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

Account:_____
Amount:_____
Contract No. _____
Vendor Code:_____
Business License No.:_____

_____
Director of Finance Date

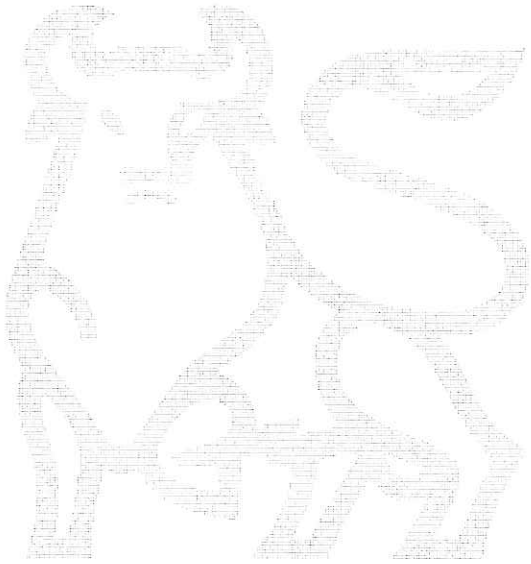
SUMMARY OF TERMS AND CONDITIONS

# EDA of the City of Norfolk, Virginia

## Proposal for a Economic Development Revenue Note, Series 2016

**January 28, 2016**

Bank of America
Merrill Lynch



## Summary of Terms and Conditions

Submission date: January 08, 2016
Revision Date: January 28, 2016

### Parties to the Transaction

**Borrower:** Economic Development Authority of the City of Norfolk, VA ("EDA")

**Lender:** Bank of America, NA ("Bank").

**Credit Ratings:**

| | Long Term | | | Short Term | | |
|---|---|---|---|---|---|---|
| | Moody's | S&P | Fitch | Moody's | S&P | Fitch |
| Ratings: | A1 | A | A+ | P-1 | A-1 | F1 |
| Outlook: | Stable | Positive | Stable | | | |

### The Facility

**Facility:** Economic Development Revenue Note, Series 2016.

**Facility Amount:** Approximately $14,500,000.

**Maturity Date:** Five years from Closing Date. Approximately February 18, 2021.

**Closing Date:** Facility is expected to close shortly after the February City Council meeting.

**Tax Status:** Taxable

**Security:** The Note will be payable from funds provided by the City of Norfolk ("City"), pursuant to a Cooperation Agreement executed prior to Closing Date. Under the terms of the Cooperation Agreement, the City will irrevocably pledge its full faith and credit in the form of a General Obligation for the payment of principal and interest on the Facility.

**Collateral:** Unsecured.

**Use of Proceeds:** Proceeds from the Facility, along with an additional cash contribution of $3,500,000 by the City, will be used to fund building renovation and improvements to a property in Norfolk in preparations for future tenants.

**Draw-Down Funding:** The EDA will draw funds as needed. The EDA anticipates that all funds will be drawn by December 31, 2016.

**Amortization:** Required annual principal payments of $100,000 will be made beginning February 1, 2017 through and including February 1, 2020. Additional optional principal payments may be made at anytime. Interest will be payable semi-annually in arrears on each February 1st and August 1st, beginning August 1, 2016.

| | |
|---|---|
| **Prepayment:** | Facility is prepayable at par at any time since a floating interest rate is being utilized. |

**Rates:**

| | |
|---|---|
| **Interest Rate:** | One-Month LIBOR + 0.85%. |
| **Default Rate:** | Interest Rate + 4.00% |

**Other Fees and Expenses**

| | |
|---|---|
| **Bank Counsel:** | Bank will pay for Bank Counsel's review of Documentation. Bank will use Troutman Sanders as Bank Counsel. |
| **Administrative Fees:** | None. |

**Payment of Fees and Expenses**

| | |
|---|---|
| **Fees and Expenses Valid for 90 Days:** | All fees and expenses are subject to change if the transaction is not closed within 90 days from the date the Bank receives the written mandate from the Borrower. |
| **Borrower Responsible For All Fees and Expenses:** | The Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration, and closing of all loan documentation including, without limitation, the legal fees of Bank Counsel, regardless of whether or not the Facility is closed. The Borrower will also pay the expenses of Lender in connection with the enforcement of any loan documentation. |
| **Event of Default:** | If an Event of Default occurs, interest accrues daily on all outstanding principal at the Default Rate. |

**Other Standard Provisions**

| | |
|---|---|
| **Indemnification:** | Indemnification language will be consistent with City's existing credit agreement with Bank of America. |
| **Waivers / Amendments:** | Amendments and waivers of the provisions of the Documentation will require Lender approval. |

**Choice of Law / Jury Trial / Venue**

| | |
|---|---|
| **Governing Law:** | Documentation shall be construed according to the laws of the Commonwealth of Virginia. |
| **Venue:** | Any litigation involving the Bank shall be brought in the appropriate Virginia court having jurisdiction over the matter. |

**Description of the Basic Documentary Terms and Conditions**

**Documentation:** Documentation is expected to include a Credit Agreement, Cooperation Agreement with the City, standard legal and/or tax opinions necessary for the financing, usual closing certificates, and any other loan documentation as required by Bank. The credit agreement will include, but not be limited to, the terms and conditions outlined herein, as well as provisions that are customary and standard with respect to conditions precedent, representations and warranties, covenants, events of default, and remedies.

**Conditions Precedent To Closing:**

The closing and the initial extension of credit under the Facility will be subject to satisfaction of the conditions precedent deemed appropriate by Lender including, but not limited to:

The negotiation, execution and delivery of definitive Documentation as outlined above and other customary closing documents for the Facility satisfactory to Lender.

There shall not have occurred any event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect. "Material Adverse Effect" means (A) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower and any of its respective subsidiaries, taken as a whole; (B) a material impairment of the rights and remedies of Lender under any loan documentation, or of the ability of the Borrower to perform its obligations under any loan documentation to which it is a party; or (C) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any loan documentation to which it is a party, in each case as determined in the sole discretion of Lender.

Receipt of satisfactory financial information, budgets, projections, etc. as requested by the Lender.

Certified copies of relevant ordinances, resolutions, agreements, contracts, certificates, etc.

Bring down of representations and warranties, receipt of statement as to compliance with covenants and of no Event of Default and any other event that, with the passage of time, the giving of notice, or both, would result in an Event of Default.

Other conditions precedent as are customary for a financing of the type contemplated, including payment of fees at closing.

**Condition to Precedent to All Extensions of Credit:**

Usual and customary for transactions of this type including, without limitation, the following:

- All of the representations and warranties in the loan documentation shall be true and correct as of the date of such extension of credit.
- No event of default under the Facility shall have occurred and be continuing, or would result from such extension of credit.

**Representations and Warranties:**

Usual and customary for transactions of this type including, without limitation, the following: (i) legal existence, qualification and power; (ii) due authorization and no contravention of law, contracts or organizational documents; (iii) governmental and third party approvals and consents; (iv) enforceability; (v) accuracy and completeness of specified financial statements and no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect; (vi) no material litigation; (vii) no default; (viii) ownership of property; (ix) insurance matters; (x) tax matters; (xi) ERISA compliance; (xii) identification of subsidiaries, equity interests and loan parties; (xiii) use of proceeds and not engaging in business of purchasing/carrying margin stock; (xiv) status under Investment Company Act; (xv) accuracy of disclosure; (xvi) compliance with laws; (xvii) bankruptcy and insolvency; and (xviii) no proposed legal changes which may adversely affect the Facility or the obligations of the Borrower thereunder or the transaction.

**Covenants:**

Usual and customary for transactions of this type, including, without limitation, the following: (i) timely delivery of audited financial statements, regulatory filings, compliance certificates and other information; (ii) notices of default, material litigation, material governmental proceedings or investigations, ERISA and environmental proceedings and material changes in accounting or financial reporting practices; (iii) payment of obligations; (iv) preservation of existence; (v) maintenance of properties and insurance; (vi) compliance with laws; (vii) maintenance of books and records; (viii) inspection rights; (ix) use of proceeds.

**Reporting Requirements:**

The Borrower shall provide the following financial information and statements in form and content acceptable to Lender:

(a) Within 270 days after the close of each fiscal year of the Borrower, the complete audited financial statements of the Borrower;

(b) Simultaneously with the delivery of each set of the financial statements referred to above, a certificate of the Borrower (i) stating whether there exists on the date of such certificate any Default or Event of Default and if so, the details thereof and the action which the Borrower is taking or proposes to take with respect thereto, and (ii) setting forth in detail, compliance with the financial covenants and the supporting calculations; and

(c) Such other information respecting the affairs, condition and/or operations, financial or otherwise, of the Borrower as the Bank may from time to time reasonably request.

**Events of Default:** Usual and customary in transactions of this type including, without limitation, the following: (i) nonpayment of principal, interest, fees or other amounts; (ii) failure to perform or observe covenants set forth in the loan documentation; (iii) any representation or warranty proving to have been incorrect when made or confirmed; (iv) voluntary or involuntary bankruptcy, insolvency, debt moratorium, etc.; (v) monetary judgment defaults in an amount to be agreed and material non-monetary judgment defaults; (vi) customary ERISA defaults; (vii) actual or asserted invalidity or impairment of any loan documentation; and (viii) downgrade of City's G.O. rating below Baa2/BBB/BBB by Moody's, S&P, or Fitch.

**Remedies:** The Bank may - among other things - increase the interest rate pursuant to the Agreement, cause the Default Rate to apply to all outstandings under the Facility, and pursue any other remedies to which it is entitled under the Documentation.

## Contacts

**Bank of America, N.A.**

| | | |
|---|---|---|
| Name: | Mark Tanis | Kevin Larkin |
| Title: | SVP & Senior Credit Officer | SVP & Senior Client Manager |
| Address: | 302 S. Jefferson Street<br>Roanoke, VA 24011 | 1 Commercial Place<br>Norfolk, VA 23510 |
| Telephone: | 540-983-4826 | 757- 213-8243 |
| Facsimile: | 540-983-7994 | 757-441-8237 |
| E-mail: | mark.tanis@baml.com | kevin.larkin@baml.com |

**Bank Counsel:**

| | |
|---|---|
| Bank Counsel: | Troutman Sanders LLP |
| Name: | Chris Vinyard |
| Address: | 1001 Haxall Point<br>Richmond, VA 23219 |
| Telephone: | 804-697-1249 |
| Facsimile: | 804-698-5126 |
| E-mail: | chris.vinyard@troutmansanders.com |

## Proposed Terms and Conditions Subject to Certain Events

*This Summary of Terms is intended only as an outline of certain of the material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the Facility contemplated hereby. This Summary of Terms is not a final commitment. It represents a willingness on the part of Bank to seek final approval to provide the commitment indicated herein and consummate the transaction based upon the terms and conditions outlined in this term sheet subject to:*

Final credit approval (see "Credit Process Timeframe" below);

Absence of any material adverse change in the financial condition, operations or prospects of the Borrower, or in any law, rule or regulation (or their interpretation or administration), that, in each case, may adversely affect the consummation of the transaction, to be determined in the sole discretion of Bank;

Such additional due diligence as Bank may require; and

Agreement as to all final terms and conditions and satisfactory Documentation thereof (including satisfactory legal opinions).

**Credit Process:** Final credit approval will take less than 10 days from the point at which the Bank is officially awarded the transaction and has in its possession all materials necessary to undertake its final review and analysis. Final credit approval is subject primarily to the review of final terms and conditions and Documentation.

**Expiration:** Consideration of a financing based on the terms and conditions presented in this term sheet shall automatically expire 60 days from the date hereof. If the Bank issues a commitment, the Bank reserves the right to terminate, reduce or otherwise amend its commitment if the subject transaction is not closed within 60 days of the receipt of a signed term sheet.

**Future Modifications:** The terms, conditions, pricing levels and fees cited herein reference the financing and the Facility Amount as described in this Summary of Terms and Conditions and are subject to revision in the event that: (i) the Facility Amount changes; (ii) the security or transaction structure is modified; (iii) the transaction deviates materially from what was initially described in the RFP or in conjunction therewith; or (iv) the proposed financing does not close within 60 days of the receipt by Bank of America of a signed term sheet.

## Confidentiality

This Summary of Terms and Conditions contains confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Facility or as may be required by law, the contents of this Summary of Terms and Conditions may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Facility.

## No Advisory or Fiduciary Role

Borrower acknowledges and agrees that: (i) the transaction contemplated by this Summary of Terms and Conditions is an arm's length, commercial transaction between the Borrower and the Bank in which the Bank is acting solely as a principal and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the Borrower; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Borrower on other matters); (iv) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Summary of Terms and Conditions; and (v) the Bank is not recommending that the Borrower take an action with respect to the transaction contemplated by this Summary of Terms and Conditions, and before taking any action with respect to the contemplated transaction, Borrower should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If Borrower would like a municipal advisor in this transaction that has legal fiduciary duties to Borrower then Borrower is free to engage a municipal advisor to serve in that capacity. This Summary of Terms and Conditions is provided to Borrower pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*

## Agreement by Borrower

Borrower hereby agrees to engage Bank of America to provide the Facility, which is the subject hereof, pursuant to the terms and conditions stated herein.

Please evidence your agreement with the foregoing by signing and returning a copy of the document to Bank of America.

**Accepted and Agreed to:**

**By:** _____

**Date:** _____

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: Christine Garczynski, Director
Department of Finance

**Subject**: Series 2016 Wastewater System Revenue Bond Issuance

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward**: Citywide

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-7**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**
This agenda item is an ordinance authorizing the issuance of a Wastewater System Revenue Bond of up to $8,000,000 for partial funding of the cashflow needs of the previously approved Wastewater Utility Fund Capital Improvement Program. A public hearing is required prior to City Council authorizing the issuance of such a bond.

IV. **Analysis**
This is the twelfth (12th) year the city has utilized Virginia's Water Facilities Revolving Fund (the "Fund"). This Fund has proven to be cost effective, in that the interest rate is subsidized by the Federal and State governments. The planned issuance of up to $8,000,000 including issuance costs, will be based on terms and conditions of a Loan Agreement entered into with the Virginia Resources Authority (financial administrator of the Water Facilities Revolving Fund). The city utilizes the maximum funding amount available through this program for projects that meet the eligibility requirements.

V. **Financial Impact**
Based on the issue size, the Virginia Department of Environmental Quality (the "VDEQ") (Program Administrator for the Fund) has authorized an interest-free loan to the city.

VI. **Environmental**
Proceeds from the bond issuance will fund construction of several projects under the city's Consent Order with the VDEQ.

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**

The Bond Commission approved this plan of finance at the meeting held on November 3, 2014.

**IX. Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of Finance, Department of Utilities and the City Attorney's Office.

02/04/16 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

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.

$ N/A N/A
Account

Director of Finance 2/02/16
Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF NORFOLK, VIRGINIA, WASTEWATER SYSTEM REVENUE BONDS

- - -

WHEREAS, the Council (the "Council") of the City of Norfolk, Virginia (the "City"), has determined that it is necessary to finance, with respect to the City's wastewater system (the "System"), certain costs of capital improvements for which bond proceeds have been appropriated pursuant to the City's Capital Improvement Plan, as the Council may amend it from time to time hereafter and that it is advisable to borrow up to $8,000,000 and to issue wastewater system revenue bonds of the City (the "Bonds") to provide funds to finance (i) the costs of acquiring, constructing and equipping the particular System capital projects in the below-defined Financing Agreements (collectively, the "Project") and (ii) the costs of issuance related to the financing;

WHEREAS, the Council has determined to sell the Bonds to or at the direction of the Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund ("VRA"), pursuant to the terms of one or more Financing Agreements (each a "Financing Agreement") between the City and VRA, the most recent drafts of which are on file with the Director of Finance of the City (the "Director of Finance"); and

WHEREAS, the Council has held a public hearing on February 23, 2016, regarding the issuance of the Bonds in accordance with the requirements of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Virginia Code").

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

Section 1:- That the Council hereby determines that it is advisable and will benefit the inhabitants of the City through the promotion of their safety, health, welfare and prosperity to contract a debt and to issue and sell the Bonds in an original aggregate principal amount not to exceed $8,000,000. The Council hereby authorizes the issuance and sale of the Bonds in one or more series from time to time in accordance with the terms of this Ordinance. Each series of the Bonds shall be styled "City of Norfolk, Virginia, Wastewater System Revenue Bond" with an appropriate series designation. The proceeds from the issuance and sale of the Bonds shall be used to pay all or a portion of the costs of the Project and the costs of issuance related to the financing.

Section 2:- That the Bonds shall be limited obligations of the City and, except to the extent payable from the proceeds of the sale of the Bonds or the income, if any, derived from the investment thereof, are payable exclusively from the Revenues (as defined in any Financing Agreement) of the System which the City hereby pledges to the payment of the principal of the Bonds and other amounts payable under the applicable Financing Agreement pursuant to the terms of such Financing Agreement.

Section 3:- That each Bond shall be issued as a single bond in fully registered form and shall be dated the date of its issuance and delivery or such other date as required by VRA. The City Manager of the City (the "City Manager") in consultation with the Director of Finance, is hereby authorized and directed to determine and approve all of the other final details of each Bond, including without limitation, the maximum principal amount authorized to be advanced thereunder, the interest rate, the maturity or payment dates and amounts, final series designation and the final maturity date; provided that (i) the maximum aggregate principal amount authorized to be advanced under the Bonds shall not exceed the amount set forth in Section 1, (ii) the Bonds shall not bear interest, (iii) the Bonds shall have a substantially level maturity or payment schedule from and after the date on which the first payment of principal is due thereunder and (iv) the final maturity date of the Bonds shall be no later than December 31, 2038.

Section 4:- That each Bond shall be in substantially the form attached to the respective Financing Agreement, then on file with the Director of Finance, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance. There may be endorsed on each Bond such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 5:- That the City Manager and the Director of Finance are hereby authorized and directed to approve such optional redemption provisions with respect to each series of the Bonds as either may deem

advisable, including provisions that preclude any series of the Bonds from optional redemption.

Section 6:- That the Mayor of the City (the "Mayor") and the City Manager are hereby authorized and directed to execute the Bonds. The Clerk of the Council (the "Clerk") is hereby authorized and directed to affix the seal of the City to each series of the Bonds and to attest to the seal. The manner of execution, attestation to and affixation of the seal may be by facsimile; provided, however, that if the signatures of the Mayor, the City Manager and the Clerk are all by facsimile, the Bonds will not be valid until signed at the foot thereof by the manual signature of the Bond Registrar. The City Manager's approval or determination of the details and provisions of the Bonds that the City Manager has been authorized or directed to approve under this Ordinance shall be evidenced conclusively by the City Manager's execution and delivery of the Bonds on the City's behalf.

Section 7:- That the Council hereby appoints the Director of Finance as the Bond Registrar and Paying Agent for the Bonds.

Section 8:- That the City Manager is hereby authorized to appoint a subsequent Bond Registrar or one or more Paying Agents, or both, for any Bonds and upon giving written notice to the registered owners of the affected Bonds that specifies the name and location of the principal office of any such subsequent Bond Registrar or Paying Agent.

Section 9:- That upon surrender for transfer or exchange of any Bond (or any printed bond issued in substitution therefor) at the principal office of the Bond Registrar, the City shall execute and deliver and the Bond Registrar shall authenticate in the name of the registered owner or the transferee or transferees, as appropriate, a new Bond or Bonds of any authorized denomination in an aggregate principal amount equal to the Bond surrendered and of the same series, form and maturity and bearing interest at the same rate as the Bond surrendered, subject in each case to such reasonable regulations as the Council and the Bond Registrar may prescribe. All Bonds presented for transfer or exchange shall be accompanied by a written

instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Bond Registrar, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. No Bond shall be registered to bearer.

Section 10:- That new Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by this Ordinance and entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Section 11:- That no charge shall be made for any exchange or transfer of Bonds, but the Bond Registrar may require payment by the person requesting the exchange or transfer of a sum sufficient to cover any tax or other governmental charge which may be imposed with respect to the exchange or transfer of such Bonds.

Section 12:- That the Council hereby approves each Financing Agreement in substantially the form on file with the Director of Finance, with such changes, insertions or omissions as may be approved by the City Manager, whose approval shall be evidenced conclusively by the execution and delivery of each Financing Agreement on the City's behalf, and the City Manager or the Director of Finance is hereby authorized to complete each Financing Agreement with the final terms, subject to the parameters set forth in Section 1 and Section 3. The City Manager is hereby authorized to execute and deliver each Financing Agreement and such other documents and certificates as such officer may consider necessary in connection therewith. The City Manager and the Director of Finance are each hereby appointed as Authorized Representatives (as defined in each Financing Agreement) for purposes of each Financing Agreement. Furthermore, the City Manager is hereby authorized to designate additional Authorized Representatives for the purposes of each Financing Agreement.

Section 13:- That the City Manager, the Director of Finance and such other officers and agents of the City as the City Manager or the Director of

Finance may designate, are hereby authorized and directed to take further action as each deems necessary or appropriate regarding the issuance and sale of the Bonds, including the execution and delivery of a commitment letter and other instruments, agreements and documents related to the issuance and sale of any series of the Bonds. The authorizations granted in this Ordinance to the Mayor, the Clerk, the City Manager and the Director of Finance may be carried out by the Vice Mayor, the Chief Deputy or Deputy City Clerk, any Acting, Deputy or Assistant City Manager or any Acting, Interim or Assistant Director of Finance, as appropriate, in the absence of the primary officer.

Section 14:- That the officers and agents of the City are hereby authorized and directed to take such further actions as each deems necessary regarding the issuance and sale of the Bonds and all actions taken by such officers and agents in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 15:- That the appropriate officers or agents of the City are hereby authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

Section 16:- That the Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to issue the Bonds under the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code without regard to the requirements, restrictions or other provisions contained in the Charter of the City.

Section 17:- That this Ordinance shall take effect from and after its adoption.

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: Christine Garczynski, Director
Department of Finance

**Subject**: Series 2016 Storm Water System Revenue Bond Issuance

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward**: Citywide

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-8**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an Ordinance authorizing the issuance of a General Obligation Bond of up to $3,000,000 for partial funding of the cashflow needs of the previously approved Storm Water Fund Capital Improvement Program. A public hearing is required prior to City Council authorizing the issuance of such a bond.

IV. **Analysis**

This is the first year the city has utilized Virginia's Water Facilities Revolving Fund (the "Fund"). However, the city has utilized this Fund for its Wastewater Program for more than ten years and it has proven to be cost effective, in that the interest rate is subsidized by the Federal and State governments. The planned issuance of up to $3,000,000 including issuance costs, will be based on terms and conditions of a Loan Agreement entered into with the Virginia Resources Authority (financial administrator of the Water Facilities Revolving Fund). The city utilizes the maximum funding amount available through this program for projects that meet the eligibility requirements.

V. **Financial Impact**

The Virginia Department of Environmental Quality (Program Administrator for the Fund) has authorized an interest-free loan to the city.

VI. **Environmental**

Proceeds from the bond issuance will fund construction of several projects previously approved Storm Water Fund Capital Improvement Program.

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**

The Bond Commission approved the sale of general obligation bonds at the meeting held on November 3, 2014.

**IX. Coordination/Outreach**

This letter has been coordinated with the Department of Finance, Department of Public Works and the City Attorney's Office.

02/04/16 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

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.

$ N/A — N/A Account

Director of Finance — 2/12/16 Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF NORFOLK, VIRGINIA, GENERAL OBLIGATION BONDS FOR STORM WATER IMPROVEMENTS

- - -

WHEREAS, the Council (the "Council") of the City of Norfolk, Virginia (the "City"), has determined that it is necessary to finance, with respect to the City's storm water system (the "System"), certain costs of capital improvements for which bond proceeds have been appropriated pursuant to the City's Capital Improvement Plan, as the Council may amend it from time to time hereafter and that it is advisable to borrow up to $3,000,000 and to issue general obligation bonds of the City (the "Bonds") to provide funds to finance (i) the costs of acquiring, constructing and equipping the particular System capital projects in the below-defined Financing Agreements (collectively, the "Project") and (ii) the costs of issuance related to the financing;

WHEREAS, the Council has determined to sell the Bonds to or at the direction of the Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund ("VRA"), pursuant to the terms of one or more Financing Agreements (each a "Financing Agreement") between the City and VRA, the most recent drafts of which are on file with the Director of Finance of the City (the "Director of Finance"); and

WHEREAS, the Council has held a public hearing on February 23, 2016, regarding the issuance of the Bonds in accordance with the requirements of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Virginia Code").

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

Section 1:- That the Council hereby determines that it is advisable and will benefit the inhabitants of the City through the promotion of their safety, health, welfare and prosperity to contract a debt and to issue and sell the Bonds in an original aggregate principal amount not to exceed $3,000,000. The Council hereby authorizes the issuance and sale of the Bonds in one or more series from time to time in accordance with the terms of this Ordinance. Each series of the Bonds shall be styled "City of Norfolk, Virginia, General Obligation Bond" with an appropriate series designation. The proceeds from the issuance and sale of the Bonds shall be used to pay all or a portion of the costs of the Project and the costs of issuance related to the financing.

Section 2:- That the full faith and credit of the City are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Bonds. The Council is hereby authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of, premium, if any, and interest on the Bonds to the extent other funds of the City are not lawfully available and appropriated for such purpose.

Section 3:- That each Bond shall be issued as a single bond in fully registered form and shall be dated the date of its issuance and delivery or such other date as required by VRA. The City Manager of the City (the "City Manager") in consultation with the Director of Finance, is hereby authorized and directed to determine and approve all of the other final details of each Bond, including without limitation, the maximum principal amount authorized to be advanced thereunder, the interest rate, the maturity or payment dates and amounts, final series designation and the final maturity date; provided that (i) the maximum aggregate principal amount authorized to be advanced under the Bonds shall not exceed the amount set forth in Section 1, (ii) the Bonds shall bear interest at a rate not exceeding 3.0%, (iii) the Bonds shall have a substantially level maturity or payment schedule from and after the date on which the first payment of principal is due thereunder and (iv) the final maturity date of the Bonds shall be no later than December 31, 2038.

Section 4:- That each Bond shall be in substantially the form attached to the respective Financing Agreement, then on file with the Director of Finance, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance. There may be endorsed on each Bond such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 5:- That the City Manager and the Director of Finance are hereby authorized and directed to approve such optional redemption provisions with respect to each series of the Bonds as either may deem advisable, including provisions that preclude any series of the Bonds from optional redemption.

Section 6:- That the Mayor of the City (the "Mayor") and the City Manager are hereby authorized and directed to execute the Bonds. The Clerk of the Council (the "Clerk") is hereby authorized and directed to affix the seal of the City to each series of the Bonds and to attest to the seal. The manner of execution, attestation to and affixation of the seal may be by facsimile; provided, however, that if the signatures of the Mayor, the City Manager and the Clerk are all by facsimile, the Bonds will not be valid until signed at the foot thereof by the manual signature of the Bond Registrar. The City Manager's approval or determination of the details and provisions of the Bonds that the City Manager has been authorized or directed to approve under this Ordinance shall be evidenced conclusively by the City Manager's execution and delivery of the Bonds on the City's behalf.

Section 7:- That the Council hereby appoints the Director of Finance as the Bond Registrar and Paying Agent for the Bonds.

Section 8:- That the City Manager is hereby authorized to appoint a subsequent Bond Registrar or one or more Paying Agents, or both, for any Bonds and upon giving written notice to the registered owners of the affected Bonds that specifies the name and location of the principal office of any such subsequent Bond Registrar or Paying Agent.

Section 9:- That upon surrender for transfer or exchange of any Bond (or any printed bond issued in substitution therefor) at the principal office of the Bond Registrar, the City shall execute and deliver and the Bond Registrar shall authenticate in the name of the registered owner or the transferee or transferees, as appropriate, a new Bond or Bonds of any authorized denomination in an aggregate principal amount equal to the Bond surrendered and of the same series, form and maturity and bearing interest at the same rate as the

Bond surrendered, subject in each case to such reasonable regulations as the Council and the Bond Registrar may prescribe. All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Bond Registrar, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. No Bond shall be registered to bearer.

Section 10:- That new Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by this Ordinance and entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Section 11:- That no charge shall be made for any exchange or transfer of Bonds, but the Bond Registrar may require payment by the person requesting the exchange or transfer of a sum sufficient to cover any tax or other governmental charge which may be imposed with respect to the exchange or transfer of such Bonds.

Section 12:- That the Council hereby approves each Financing Agreement in substantially the form on file with the Director of Finance, with such changes, insertions or omissions as may be approved by the City Manager, whose approval shall be evidenced conclusively by the execution and delivery of each Financing Agreement on the City's behalf, and the City Manager or the Director of Finance is hereby authorized to complete each Financing Agreement with the final terms, subject to the parameters set forth in Section 1 and Section 3. The City Manager is hereby authorized to execute and deliver each Financing Agreement and such other documents and certificates as such officer may consider necessary in connection therewith. The City Manager and the Director of Finance are each hereby appointed as Authorized Representatives (as defined in each Financing Agreement) for purposes of each Financing Agreement. Furthermore, the City Manager is hereby authorized to designate additional Authorized Representatives for the purposes of each Financing Agreement.

Section 13:- That the City Manager, the Director of Finance and such other officers and agents of the City as the City Manager or the Director of Finance may designate, are hereby authorized and directed to take further action as each deems necessary or appropriate regarding the issuance and sale of the Bonds, including the execution and delivery of a commitment letter and other instruments, agreements and documents related to the issuance and sale of any series of the Bonds. The authorizations granted in this Ordinance to the Mayor, the Clerk, the City Manager and the Director of Finance may be carried out by the Vice Mayor, the Chief Deputy or Deputy City Clerk, any Acting, Deputy or Assistant City Manager or any Acting, Interim or Assistant Director of Finance, as appropriate, in the absence of the primary officer.

Section 14:- That the officers and agents of the City are hereby authorized and directed to take such further actions as each deems necessary regarding the issuance and sale of the Bonds and all actions taken by such officers and agents in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 15:- That the appropriate officers or agents of the City are hereby authorized and directed to file a certified copy of this Ordinance with the Circuit Court of the City pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

Section 16:- That the Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to issue the Bonds under the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code without regard to the requirements, restrictions or other provisions contained in the Charter of the City.

Section 17:- That this Ordinance shall take effect from and after its adoption.

C: Dir., Department of Development
Dir., Office of Budget & Strategic Planning

THE CITY OF NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: Jared Chalk, Senior Business Development Manager

**Subject**: An ordinance authorizing the vacation and release by the City of Norfolk to Two City Walk, those two easements running through the Two Commercial Place Building.

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

**Ward/Superward**: 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-9**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City Walk Two, LLC

III. **Description:**
This agenda item is an ordinance to authorize the vacation and release by the City of Norfolk (the "city") to City Walk Two, LLC ("City Walk") those certain two pedestrian access easements (the "easements") located and running through the Two Commercial Place building (the "building"), and authorizing the City Manager to execute and deliver deeds of release on behalf of the city and to do all of the things necessary and proper to effect the vacation and release of the easements.

IV. **Analysis**
The easements, dedicated by Plat on May 7, 1974 and by Deed of Easement on July 29, 1977, currently exist and run through the building. During the upcoming renovation of the building into class "A" office space, and in order to fully maximize the layout and efficiency of the building to provide for the potential tenant, City Walk has requested that the city vacate and release the easements as they are no longer needed for municipal purposes.

V. **Financial Impact**
N/A

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's agenda notification process.

**VIII. Board/Commission Action**

N/A

**IX. Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of Development, Department of City Planning, and the City Attorney's Office.

Supporting Material from the Department of Development:

- Ordinance
- Exhibits A and B

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Development

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE AUTHORIZING THE VACATION AND RELEASE BY THE CITY OF NORFOLK TO CITY WALK TWO, LLC, THOSE CERTAIN TWO PEDESTRIAN ACCESS EASEMENTS LOCATED ON AND RUNNING THROUGH THE TWO COMMERCIAL PLACE BUILDING; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER DEEDS OF RELEASE ON BEHALF OF THE CITY AND TO DO ALL OF THE THINGS NECESSARY AND PROPER TO EFFECT THE VACATION AND RELEASE OF SAID PEDESTRIAN ACCESS EASEMENTS.

- - -

WHEREAS, by Deed of Easement dated July 29, 1977 and recorded in the Circuit Court Clerk's Office of the City of Norfolk, in Deed Book 1412, at page 817, Norfolk Offices, LTD. and Norfolk Offices, Inc. conveyed to the City of Norfolk ("City) an easement ("Pedestrian Easement 1") for permanent, non-exclusive pedestrian access, located and running north-south through the Two Commercial Place Building ("Building"), as described in "Schedule A - Description of Easement," attached hereto as Exhibit A; and

WHEREAS, by Plat dated May 7, 1974 and recorded in Map Book 28, page 90, entitled "Disposition Plat of Parcel 77-A-1 & 77-A-2 Norfolk Redevelopment & Housing Authority," and by Plat dated August 14, 1974 and recorded in Map Book 28, page 101, entitled "Amended Disposition Plat of Parcel 77-A-1 & 77-A-2 Norfolk Redevelopment & Housing Authority," there is dedicated to

the City a twenty-four foot (24') wide easement ("Pedestrian Easement 2") for public pedestrian access, located and running east-west through the Building, as described in "Schedule B - Description of Easement," attached hereto as Exhibit B; and

WHEREAS, by deed dated January 7, 2016 and recorded January 7, 2016 as Instrument No. 160000332, City Walk Two, LLC ("City Walk"), became the record title owner of certain property, a part of which includes the Building, upon which Pedestrian Easements 1 and 2 are located; and

WHEREAS, City Walk has requested that the City vacate and release the Pedestrian Easements 1 and 2, and the City has determined that the easements are no longer needed for municipal purposes; now, therefore,

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

Section 1:- That the Pedestrian Easements 1 and 2 located on and running through the Building, being described on Exhibit A and shown on Exhibit B attached hereto, are hereby vacated and released.

Section 2:- That the City Manager and other proper officers of the City are authorized to deliver Deeds of Release, in form satisfactory to the City Attorney, and do all things necessary and proper to effect the vacation and release of the above described pedestrian easements.

Section 3:- That this ordinance shall be in effect from and after 30 days from the date of its adoption.

# EXHIBIT A TO ORDINANCE

BOOK 1412 PAGE 821

SCHEDULE "A"

Description of Easement

Public Pedestrian Easement:

A non-exclusive and perpetual easement for public pedestrian access through the column of air beginning at the northern street line of Waterfront Drive and running through Parcel 77-A-1, as shown on a plat of survey entitled "Amended Disposition Plat of Parcel 77-A-1 & 77-A-2, Norfolk Redevelopment and Housing Authority, Norfolk, Virginia," which plat is recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Map Book 28, at Page 95-7, traversing a distance of three hundred forty (340) feet, more or less, and extending public pedestrian access within the Waterfront Drive Pedestrian Bridge, into and through the Royster Building (formerly the ICC Building), to Commercial Place, from the said northern street line of Waterfront Drive northwardly to the southern street line of the square at the intersection of Main Street and Commercial Place, running through the existing Waterfront Drive pedestrian bridge as it crosses the northern street line of Waterfront Drive, northwardly into the first floor level of the Royster Building and running through the present passageways of said building upon the same level to and through the main lobby of said building, down the existing interior steps, through the main entrance doors and down the exterior steps to the aforesaid public street right-of-way of the Commercial Place square, in all cases, said easement to be no less than seven (7) feet in width and eight (8) feet in height, upon the floor surfaces, and crossing through the retail first level of the building as described above.

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Norfolk, on the 16th day of September 1977 at 2:45 P.M.

This instrument with Schedule A attached was received and upon certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by Sec. 58-54.1 of the Code has been paid, in the amount of $ _____

TESTE: HUGH L. STOVALL, Clerk

Ralph W. Adams D.C.

Delivered to

R. Banks

9-16-77

This subdivision of property of Norfolk Redevelopment and Housing Authority, in Norfolk, Virginia, as appears on this plat, is with the free consent and in accordance with the desires of the undersigned owners

In testimony whereof, the Norfolk Redevelopment and Housing Authority has caused these presents to be signed in its corporate name by its chairman, Julian Rossland, its corporate seal to be hereunto affixed and attested by its secretary and executive director, Jack H. Shiver, this 10th day of June, 1974.

by Julian Rossland — Chairman — Julian Rossland

by Jack H. Shiver — Executive Director — Jack H. Shiver

State of Virginia
City of Norfolk, to wit:

I, F. Lee Stanfield, a notary public in and for the city and state aforesaid do hereby certify that Julian Rossland, chairman, and Jack H. Shiver, executive director of the Norfolk Redevelopment and Housing Authority, whose names are signed to the foregoing writing bearing date on the 7th day of MAY, 1974, have acknowledge the same before in my city and state aforesaid.

Given unto my hand this 10th day of June, 1974.

My commission expires on February 1, 1977

F. Lee Stanfield
Notary Public

The undersigned certify that the subdivision as it appears on this plat, conforms to the applicable regulations relating to the subdivision of land and is accordingly approved. By such approval, the undersigned do not certify as to the correctness of the boundary, street and other lines on said plat

Approved: Irvine R. Trowa — date 12 JUN. '74
City Planning Engineer, City of Norfolk, Virginia

Satisfactory to: [illegible] — date [illegible]
Director of Utilities, City of Norfolk, Virginia

Approved: [illegible] — date: 6-12-74
Engineer of Surveys, City of Norfolk, Virginia

Approved: _____ — date: _____
Director of Public Works, City of Norfolk, Virginia

I Hereby certify that the subdivision shown on this plat is comprised of property which was aquired by its present owner, the Norfolk Redevelopment and Housing Authority by deeds of conveyance and /or orders confirming the reports of commissioners in condemnation proceedings

The deeds of conveyance and the orders in condemnation are duly of record in the clerk's office of the circuit court of the city of Norfolk, Virginia.

I further certify that the subdivision shown on this plat was made by me at the direction of the owner, the Norfolk Redevelopment and Housing Authority, and that concreted steel pins as specified by the Norfolk city subdivision regulations are actually in place at points marked "O," and that their locations are correctly shown

Signed N. Merrill Beck, Jr.
N. Merrill Beck, Jr.

8/12/74
Final Publication

Ltr. 6-14-74

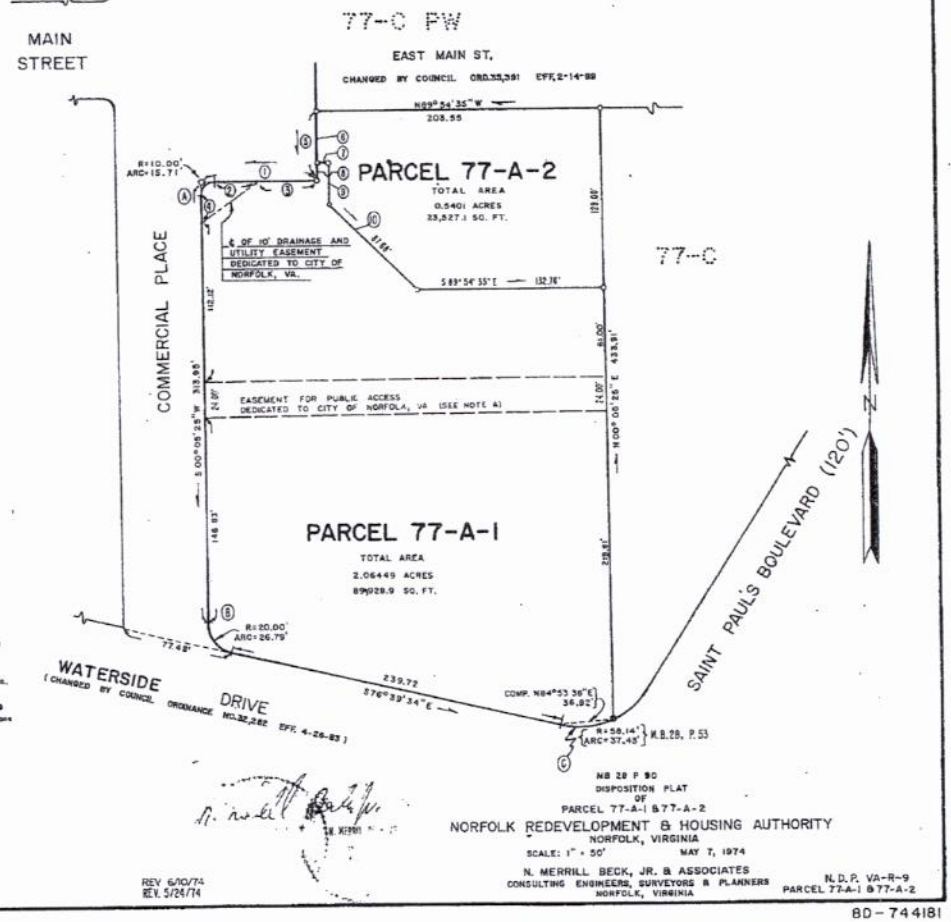
## LINE DATA

| NO. | BEARING | DISTANCE |
|---|---|---|
| 1 | N 89° 54' 35" W | 61.88' |
| 2 | N 89° 54' 35" W | 30.00' |
| 3 | N 89° 54' 35" W | 41.88' |
| 4 | S 00° 05' 25" W | 19.00' |
| 5 | S 00° 05' 25" W | 46.88' |
| 6 | S 00° 05' 25" W | 37.00' |
| 7 | S 89° 54' 35" E | 8.79' |
| 8 | S 00° 05' 25" W | 11.88' |
| 9 | S 00° 05' 25" W | 30.00' |
| 10 | S 44° 54' 35" E | 87.68' |

## CURVE DATA

| | RADIUS | DELTA | TANGENT | ARC |
|---|---|---|---|---|
| A | 10.00' | 90° 00' 00" | 10.00' | 15.71' |
| B | 20.00' | 76° 44' 55" | 15.84' | 26.79' |
| C | 58.14' | 36° 53' 14" | 19.41' | 37.45' |

NOTE A:
EASEMENT EXTENDS VERTICALLY FROM ELEVATION 109.50 TO ELEVATION 122.00. REFERENCED TO CITY OF NORFOLK DATUM 99.00 MEAN LOW WATER




REV 6/10/74
REV. 5/24/74

M. Merrill Beck Jr.

M. MERRILL BECK, JR.

MB 28 P 90
DISPOSITION PLAT
OF
PARCEL 77-A-1 & 77-A-2
NORFOLK REDEVELOPMENT & HOUSING AUTHORITY
NORFOLK, VIRGINIA
SCALE: 1" = 50' MAY 7, 1974

N. MERRILL BECK, JR. & ASSOCIATES
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
NORFOLK, VIRGINIA

N.D.P. VA-R-9
PARCEL 77-A-1 & 77-A-2

80-74181

49.4

EXHIBIT B TO ORDINANCE

7 - 14-49.3

This subdivision of property of Norfolk Redevelopment and Housing Authority, in Norfolk, Virginia, as appears on this plat, is with the free consent and in accordance with the desires of the undersigned owners.

In testimony whereof, the Norfolk Redevelopment and Housing Authority has caused these presents to be signed in its corporate name by its chairman, Julian Rashkind, its corporate seal to be hereunto affixed and attested by its secretary and exactive director, Jack H. Shiver, this 19th day of AUGUST, 1974.

Chairman — Julian Rashkind

by: Executive Director — Jack H. Shiver

State of Virginia
City of Norfolk, to wit:

I, F. Lee Stanfield, a notary public in and for the city and state aforesaid do hereby certify that Julian Rashkind, chairman, and Jack H. Shiver, exective director of the Norfolk Redevelopment and Housing Authority, whose names are signed to the foregoing writing bearing date on the 19th day of AUGUST, 1974, have acknowledge the same before in my city and state aforesaid.

Given unto my hand this 19th day of AUGUST, 1974.

My commission expires on: February 1, 1977

F. Lee Stanfield
Notary Public

The undersigned certify that the subdivision as it appears on this plat, conforms to the applicable regulations relating to the subdivision of land and is accordingly approved. By such approval, the undersigned do not certify as to the correctness of the boundary, street and other lines on said plat.

Approved: Cynthia R. Wood — date: 21 AUG. 74
City Planning Engineer, City of Norfolk, Virginia

Satisfactory to: — date: 21 Aug 74
Director of Utilities, City of Norfolk, Virginia

Approved: Lee Hood — date: 8/21/74
Engineer of Surveys, City of Norfolk, Virginia

Approved: Chas. O. Lewis — date: 8/22/74
Director of Public Works, City of Norfolk, Virginia

I Hereby certify that the subdivision shown on this plat is comprised of property which was aquired by its present owner, the Norfolk Redevelopment and Housing Authority by deeds of conveyance and/or orders confirming the reports of commissioners in condemnation proceedings.

The deeds of conveyance and the orders in condemnation are duly of record in the clerk's office of the circuit court of the city of Norfolk, Virginia.

I further certify that the subdivision shown on this plat was made by me at the direction of the owner, the Norfolk Redevelopment and Housing Authority, and that concreted steel pins as specified by the Norfolk city subdivision regulations are actually in place at points marked "O" and that their locations are correctly shown.

Signed: N. Merrill Beck, Jr.
N. Merrill Beck, Jr.

MAP. SB-22-74

## LINE DATA

| NO. | BEARING | DISTANCE |
|---|---|---|
| 1 | N 89° 54' 35" W | 61.88' |
| 2 | N 89° 54' 35" W | 30.00' |
| 3 | N 89° 54' 35" W | 41.88' |
| 4 | S 00° 05' 25" W | 19.00' |
| 5 | S 00° 05' 25" W | 48.88' |
| 6 | S 00° 05' 25" W | 37.00' |
| 7 | S 89° 54' 35" E | 6.79' |
| 8 | S 00° 05' 25" W | 11.88' |
| 9 | S 00° 05' 25" W | 30.00' |
| 10 | S 44° 54' 35" E | 86.27' |
| 11 | N 13°26' 10" W | 14.55' |

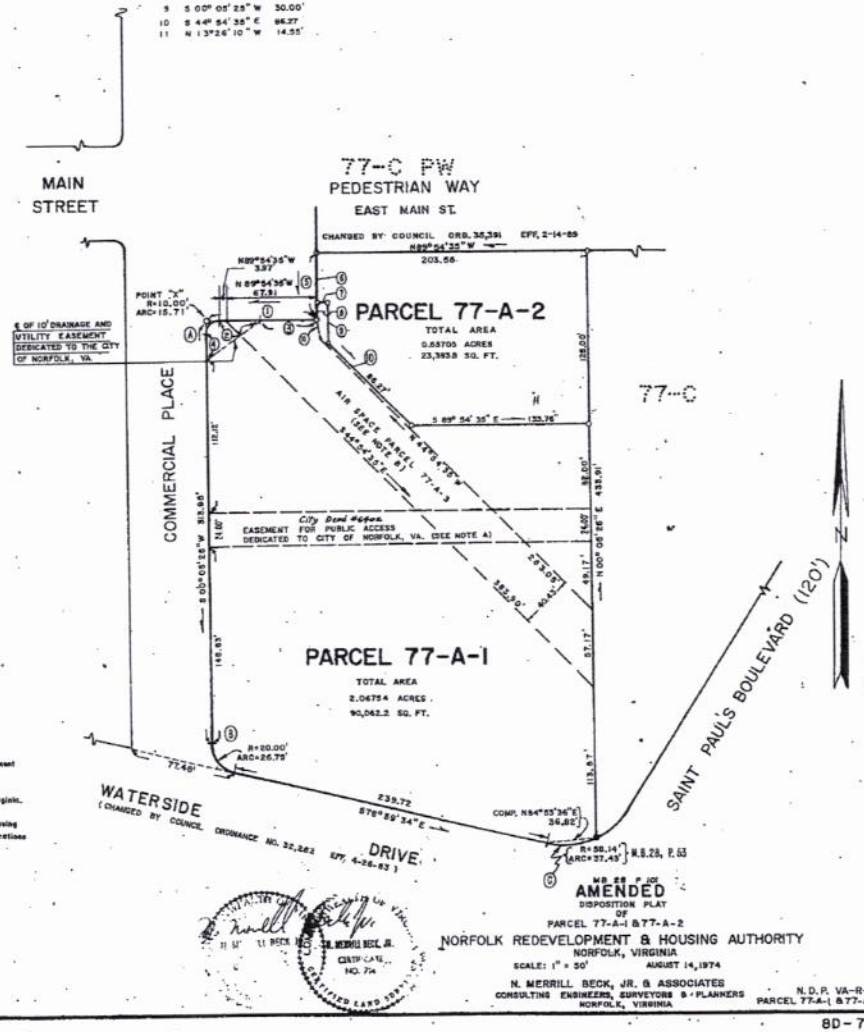
NOTES:

A. EASEMENT EXTENDS VERTICALLY FROM ELEVATION 109.50 TO ELEVATION 122.00 REFERENCED TO CITY OF NORFOLK DATUM, 99.00 MEAN LOW WATER.

B. LOWER ELEVATION OF PARCEL 77-A-3 IS 138.00; UPPER ELEVATION OF PARCEL 77-A-3 IS 164.00 ELEVATIONS REFERENCED TO CITY OF NORFOLK DATUM 99.00 MEAN LOW WATER.

## CURVE DATA

| | RADIUS | DELTA | TANGENT | ARC |
|---|---|---|---|---|
| A | 10.00' | 90°00'00" | 10.00' | 15.71' |
| B | 20.00' | 76°44'59" | 15.84' | 26.79' |
| C | 58.14' | 36°53'11" | 19.41' | 37.43' |




MB 88 P 101

AMENDED
DISPOSITION PLAT
OF
PARCEL 77-A-1 & 77-A-2
NORFOLK REDEVELOPMENT & HOUSING AUTHORITY
NORFOLK, VIRGINIA
SCALE: 1" = 50' AUGUST 14, 1974

N. MERRILL BECK, JR. & ASSOCIATES
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
NORFOLK, VIRGINIA

N.D.P. VA-R-9
PARCEL 77-A-1 & 77-A-2

8D-744181

City of NORFOLK

C: Dir., Department of General Services

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: David S. Freeman, AICP
Director of General Services

**Subject**: Amendment to the Lease Agreement with The Muddy Paw Grooming and Retail Store

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward:** 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **PH-10**

I. **Recommendation:** Adopt ordinance

II. **Applicant:** The Muddy Paw Grooming and Retail Store, LLC

III. **Description:**
This agenda item is an ordinance to amend a lease between the City of Norfolk (the "city") and The Muddy Paw Grooming and Retail Store, LLC ("Muddy Paw") for the space located at 400 Granby Street, Suite B.

IV. **Analysis**
The Vibrant Spaces program is a three-year program that was established with the goal of attracting and retaining downtown businesses. On June 23, 2015, Ordinance No. 45,987, City Council approved a boilerplate lease to be used with prospective tenants for the spaces at 400 Granby Street. For Muddy Paw, this boilerplate lease was revised to accommodate an option to extend the term of the lease for up to two (2) additional one (1) year periods. This option was offered in an effort to attract this new business and maintain their occupancy on Granby Street. Each year of renewal will also have a three percent escalation of the rental amounts paid to the city and the lease extensions will allow for increased sales tax and parking revenue for the city as generated by this business. No other provisions of the lease have been changed by this amendment.

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

## V. Financial Impact

| | |
|---|---|
| Anticipated rent during original lease period (*with the Vibrant Spaces program*) | • 1st year - $24,700.00<br>• 2nd year - $24,700.00<br>• 3rd year - $37,050.00 |
| Anticipated rent for renewal periods (set to escalate 3% each year) | • 1st period of potential renewal - rent to escalate 3% (from $37,050.00) to $38,161.50.<br>• 2nd period of potential renewal - rent to escalate 3% (from $38,161.50) to $39,306.35. |
| TOTAL Rent Anticipated (*including potential renewal periods*) | • $163,917.85 |
| Liability insurance coverage | $1,000,000.00 / City of Norfolk named as an insured |

## 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 – Lease Amendment

1/21/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO LEASE BETWEEN THE CITY OF NORFOLK AND THE MUDDY PAW GROOMING AND RETAIL STORE, LLC FOR THAT CERTAIN PROPERTY LOCATED AT 400 GRANBY STREET, SUITE NORTH B AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

WHEREAS, the City of Norfolk (the "Landlord") and The Muddy Paw Grooming and Retail Store, LLC (the "Tenant") entered into that certain Lease Agreement dated December 14, 2015 (the "Lease") for premises known as North B in the Granby Municipal Building located at 400 Granby Street in the City of Norfolk; and

WHEREAS, the Lease provides that the Tenant shall have the option to extend the term of the Lease for up to two (2) additional periods of one (1) year each, subject to the approval of such renewal options by the City Council of the City of Norfolk; and

WHEREAS, the parties desire to amend the Lease to evidence the approval of such extension periods by the City Council confirming that the Tenant shall have the option to extend the term of the Lease for up to two (2) additional periods of one (1) year each; now, therefore

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

Section 1:- That the terms and provisions of the Amendment to Lease between the City and The Muddy Paw Grooming and Retail Store, LLC, a copy of which is attached hereto as Exhibit "A", are hereby approved.

Section 2:- That the City Manager is authorized to correct, amend, or revise the Amendment to Lease as he may deem necessary in order to carry out the intent of the Council and to execute the Amendment as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

Section 3:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

**EXHIBIT A**

AMENDMENT TO LEASE
(Suite North B – Granby Municipal Building)

THIS AMENDMENT TO LEASE is entered into as of the 23rd day of March, 2016, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia ("Landlord"), and THE MUDDY PAW GROOMING AND RETAIL STORE, LLC a Virginia limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 14, 2015 (the "Lease") for premises known as North B in the Granby Municipal Building in the City of Norfolk; and

WHEREAS, the Lease provides that the Tenant shall have the option to extend the term of the Lease for up to two (2) additional periods of one (1) year each, subject to the approval of such renewal options by the City Council of the City of Norfolk; and

WHEREAS, the parties desire to amend the Lease to evidence the approval of such extension period by the City Council confirming that the Tenant shall have the option to extend the term of the Lease for up to two (2) additional periods of one (1) year each.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants stated herein, the parties hereto agree as follows

1. Term. Tenant shall have the option to extend the term of the Lease for up to two (2) additional periods of one (1) year each.

2. Rent. Tenant shall continue to pay Base Rent and all other amounts due under the Lease during the renewal terms in accordance with the Lease.

3. Modification. Except as expressly modified hereby, all terms and conditions of the Lease shall remain in full force and effect.

WITNESS the following signatures and seals:

LANDLORD: CITY OF NORFOLK,
a municipal corporation of the Commonwealth of Virginia

By:_____
Name: Marcus D. Jones
Title: City Manager

Attest:

_____
City Clerk

Approved as to content:

_____
Director, Department of General Services

Approved as to form and correctness:

_____
Assistant City Attorney

TENANT:

THE MUDDY PAW GROOMING AND RETAIL STORE, LLC

By: _____(SEAL)
Name: _____
Title: _____

**LEASE AGREEMENT**

**by and between**

**CITY OF NORFOLK, LANDLORD**

**and**

**THE MUDDY PAW GROOMING AND RETAIL STORE, LLC, TENANT**

**SUITE NORTH B**
**GRANBY MUNICIPAL BUILDING**

**LEASE AGREEMENT**
(Suite North B)

THIS LEASE AGREEMENT, made as of the 14th day of December, 2015, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia (the "Landlord"), and THE MUDDY PAW GROOMING AND RETAIL STORE, LLC, a Virginia limited liability company (the "Tenant").

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

THAT FOR AND IN CONSIDERATION of the rents, covenants, and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord, those certain premises, upon those terms and conditions as shall be hereinafter set forth as follows:

## 1. TERM; ACCEPTANCE OF PREMISES; PREMISES

**1.1 Appropriation.** Any obligation of the Landlord to pay any amounts hereunder to Tenant shall be subject to appropriation of funds by Norfolk City Council.

**1.2 Initial Term; Possession of Premises; Delayed Delivery.** The initial term of this Lease shall commence on January 1, 2016 (the "Commencement Date"), shall continue for three (3) years, and shall end on December 31, 2018 (the "Expiration Date"). Landlord shall deliver possession of the Premises to Tenant on the Commencement Date with the Leasehold Work (defined below) substantially complete; provided, however, that if Landlord is delayed in delivering possession beyond sixty (60) days after the Commencement Date and the cause for delay is not the fault of Tenant or its agents, the Commencement Date shall be extended to the date possession is delivered to Tenant and the Rent Commencement Date and the Expiration Date shall be extended a like number of days as the delay period. If the cause for the delay is the fault of Tenant or its agents, the delay shall not affect the Commencement Date and Tenant shall begin paying rent in accordance with the terms set forth herein unless otherwise agreed to in writing by Landlord.

**1.3 Renewal Terms.** Subject to approval of the City Council of the City of Norfolk, Tenant shall have the option to extend the term of this Lease for up to two (2) additional periods of one (1) year each.

**1.4 Acceptance/Condition of Premises.** Landlord shall deliver, and Tenant hereby accepts, the Premises in its "AS IS" condition; subject, however, to Landlord's performance of those items described on Exhibit C (the "Landlord's Work"), which shall be completed on or prior to the Commencement Date. Within ten (10) days after delivery of the Premises to Tenant, Tenant shall make such inspection of the Premises as Tenant deems appropriate and, except as otherwise stated in a written notice delivered to Landlord prior to the expiration of such period, Tenant shall be deemed to have accepted the Premises in its then-current condition. Landlord represents and warrants to Tenant that the Landlord's Work

shall be constructed in a good and workmanlike manner. Upon acceptance of the Premises, Tenant shall be responsible for any and all improvements at the Tenant's sole cost and expense.

**1.5 Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises designated as Suite North B as shown on Exhibit A to this Lease in the Building known as Granby Municipal Building (the "Building") located at 400 Granby Street, Norfolk, Virginia 23510 (the "Land"). The Premises consists of certain retail space with an agreed upon usable area of 2,600 square feet. The Premises, Building and Land may be referred to collectively as the "Property".

**1.6 Parking.** Landlord shall designate two (2) reserved parking spaces in the adjacent parking area for Tenant's use, subject to Tenant entering into a parking agreement with the City of Norfolk Division of Parking for the use of such spaces at the applicable parking rate. Rent for such spaces shall be paid by the Tenant to the City in addition to Tenant's obligations under this Lease.

## 2. RENT

**2.1 Rent When Due; Where Paid.** All monies payable by Tenant to Landlord under this Lease shall be deemed to be rent. Beginning on the Rent Commencement Date, as hereinafter defined, rent shall be paid to Landlord in advance, in equal monthly installments on the first day of each calendar month, during the entire term of this Lease, without demand, deduction, set-off or counterclaim, in lawful money of the United States at the address of Landlord as set forth in this Lease, or to such other person or identity or to such other address as Landlord may designate in writing. Should the Rent Commencement Date be on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be pro-rated based on a 365-day year and shall be paid on the Rent Commencement Date.

**2.1.1 Base Rent.** Tenant agrees to pay Landlord base rent in the amount of Twenty Four Thousand Seven Hundred and 00/100 Dollars ($24,700.00) per year ($2,058.33 per month based on $9.50 per usable square foot per annum) during the first twenty four (24) months of the initial term ("Base Rent"); provided, (a) Base Rent shall not commence until the earlier of (i) sixty (60) days after the Commencement Date or (ii) Tenant's opening for business at the Premises and (b) Tenant shall receive a credit against Base Rent in the amount Eighteen Thousand One Hundred Seventy-One and 00/100 Dollars ($18,171.00). Accordingly, Base Rent shall Rent for the first eight (8) calendar months after the Rent Commencement Date shall abate entirely, Base Rent in the ninth ($9^{th}$) calendar month after the Rent Commencement Date shall be Four Hundred Eleven and 67/100 Dollars ($411.67) plus the prorated Base Rent for any partial calendar month after the Rent Commencement Date until the end of the calendar month in which the Rent Commencement Date occurs, and Base Rent thereafter shall be the paid in the full amount in accordance with the terms set forth herein. As used herein, "Lease Year" shall refer to a period of twelve (12) full months during the Term commencing on the Commencement Date or an anniversary of the

Commencement Date and ending on the day before the following anniversary of the Commencement Date.

**2.2 Rent Escalation.** Base Rent shall increase at the start of the third Lease Year to Thirty Seven Thousand Fifty and 00/100 Dollars ($37,050.00) annually ($3,087.50 per month based on $14.25 per usable square foot per annum). In the event that Tenant exercises its option to extend the term of this Lease (subject to prior approval of the renewal option by the City Council), Base Rent during the first renewal term shall be Thirty-Eight Thousand One Hundred Sixty-One and 50/100 ($38,161.50) annually ($3,180.13 per month) and Base Rent during the second renewal term shall be Thirty-Nine Thousand Three Hundred Six and 35/100 ($39,306.35) annually ($3,275.53 per month).

**2.3 Additional Rent.** Tenant shall also pay Landlord (i) Tenant's Proportionate Share, as hereinafter defined, of the cost of providing janitorial services to the entryway of the Building ("Janitorial Costs"), (ii) Tenant's Proportionate Share of maintenance and non-structural repairs made by Landlord to the entryway to the Building, (iii) Tenant's "Proportionate Building Share" of the HVAC costs of the Building, and (iv) all other sums or charges due or to become due from Tenant to Landlord under this Lease (collectively referred to as "Additional Rent"). Tenant shall make monthly payments of its Proportionate Share of the Janitorial Costs as reasonably determined by Landlord on the first day of each month together with Base Rent. All Additional Rent shall be due within thirty (30) days after receipt of an invoice therefor if a date for payment is not otherwise specified.

**2.4 Interest Rate on Delinquencies.** If Tenant shall fail to pay any monthly installment of Base Rent or any Additional Rent or other charges; within ten (10) days of its due date, Tenant shall pay a late charge of five percent (5%) of the delinquent rent and such unpaid amounts shall bear interest at the rate of 18% per annum. This provision shall not be construed to adjust, alter or modify the date when monthly installments of rent are due, nor shall the payment of any interest required by this Section be deemed to cure or excuse default by Tenant under this Lease.

**2.5 Commencement Date Agreement.** At Landlord's request, Tenant agrees to execute and deliver a commencement date agreement acknowledging that Tenant has accepted possession of the Premises and confirming (1) the exact Commencement Date, Rent Commencement Date and expiration date of this Lease, (2) Tenant's confirmation that Landlord has complied with all Landlord's covenants and obligations, (3) the square footage of the Premises, and (4) similar matters as reasonably requested by Landlord.

**2.6 Square Footage.** The Base Rent set forth in this Lease is calculated on a per square foot basis. Upon completion of Landlord's Work, to include the construction of a demising wall at the rear of the Premises, the Premises shall be measured to determine the usable square footage and the Base Rent shall be calculated based upon such measurement.

**2.7 Tenant's Proportionate Share.** As used in this Lease, Tenant's Proportionate Share or Proportionate Share shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the combined usable

square footage of the Premises and Suite A of the Building, which is approximately 6,420 square feet but which will be determined when the demising walls of the Premises are built. As used in this Lease, Tenants Proportionate Building Share shall mean the usable area of the Premises divided by the total square footage of the Building.

## 3. USE; RESTRICTIONS ON USE; BUILDING REGULATIONS; QUIET ENJOYMENT; SERVICES BY LANDLORD

**3.1 Use; Operating Covenant.** The Premises shall be used for dog grooming and related retail purposes and for no other purpose. Tenant shall, at Tenant's expense, comply with all laws, rules, regulations, requirements, and ordinances enacted or imposed by any governmental unit having jurisdiction over the Building, Premises, Landlord or Tenant. Tenant agrees to open for business in the Premises no later than ninety (90) days after the Commencement Date. Thereafter, Tenant shall in good faith continuously operate throughout the Term in the entire Premises.

**3.2 Building Rules and Regulations.** Tenant shall obey all rules and regulations (including restrictions) of the Building as imposed by Landlord and set forth in Exhibit B and incorporated as a part of this Lease. Landlord shall have the right to make changes or additions to such rules and regulations provided such changes or additions, except those affecting the safety and operation of the Building or Premises, do not unreasonably affect Tenant's use of the Premises. Landlord shall not be liable for failure of any tenant to obey such rules and regulations. Failure by Landlord to enforce any current or subsequent rules or regulations against any tenant of the Building shall not constitute a waiver thereof.

**3.3 Quiet Enjoyment.** Landlord agrees that, subject to terms, covenants and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises during the term of this Lease.

**3.4 Utilities and Services to be Provided by Landlord.** Landlord agrees to provide the necessary mains, conduits and other facilities to supply water, HVAC, electricity, gas (if applicable), and sewage service to the Premises. Electricity, shall be separately metered as part of Landlord's Work. Water and sewer shall be separately metered at Tenant's sole cost and expense. Tenant shall, at Tenant's sole cost and expense, make application and arrange for utility providers to furnish services to the Premises. If any services or utilities to be provided are suspended or interrupted by strikes, repairs, alterations, orders from any governmental authority or any cause beyond Landlord's reasonable control, Landlord shall not be liable for any costs or damages incurred by Tenant, and such interruption shall not be deemed an eviction or relieve Tenant of performance of Tenant's obligations under this Lease. Landlord shall provide janitorial services to entryway of the Building serving the Premises, subject to the provisions of Section 2.3. Tenant shall be responsible for trash collection sufficient to keep the Premises free and clear of debris and the exterior of the Premises free of excess accumulation of trash.

**3.5 Utilities and Services to be Provided by Tenant**. Tenant shall be solely responsible and promptly pay all charges for janitorial service, HVAC, electricity, telephone service, cable, and other utilities furnished to the Premises from and after the Commencement Date (including all connection fees and similar charges for connecting the Premises to such utilities). Electricity shall be separately metered. Tenant shall pay as the utility company directly for all separately metered utilities. The cost of janitorial service and HVAC shall be paid by Tenant as Additional Rent.

**3.6 Hazardous Waste**. The term "Hazardous Substances" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use or storage of which is restricted, prohibited, regulated or penalized by any law relating to pollution or protection of the environment (collectively "Environmental Laws"). Tenant agrees not to use, store, release or dispose of any Hazardous Substance on the Premises except for the use and storage of products containing Hazardous Substances that are stored, used and sold in connection with the use of the Premises permitted hereunder and provided that such storage, use and sale is in compliance with Environmental Laws. Tenant shall promptly remediate any release of Hazardous Substances at the Premises in strict accordance with all applicable Environmental Laws at Tenant's sole expense and shall immediately remedy any violation of Environmental Laws with respect to the Premises. Tenant will be solely responsible for all fines, damages and costs of correction relating to the Hazardous Substances at the Premises. If Tenant fails to comply with the preceding sentence, Landlord may take all actions necessary to bring the Premises into compliance with this Section 3.6, and the cost thereof shall be immediately payable as Additional Rent. Landlord or its representatives may enter the Premises at any reasonable time upon reasonable prior notice for the purpose of inspecting for compliance with this Section 3.6.

## 4. ASSIGNMENT; SUBLET; RECAPTURE OF PREMISES; MORTAGE BY LANDLORD; SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE; NOTICE TO MORTGAGEE; SALE BY LANDLORD.

**4.1 Assignment; Sublet.** Tenant shall not assign or otherwise transfer, pledge, grant a security interest in or mortgage this Lease, or sublet all or any portion of the Premises without Landlord's and Downtown Norfolk Council's prior written consent, which, if consented to by Landlord and Downtown Norfolk Council, shall be in a form acceptable to Landlord and Downtown Norfolk Council. No assignment, mortgaging or subletting, if consented to by Landlord or the Downtown Norfolk Council, shall relieve Tenant of its obligations under this Lease. Consent by Landlord or the Downtown Norfolk Council shall not operate as a waiver of the necessity for consent to any subsequent assignment, mortgaging or subletting and the terms of such consent shall be binding upon the assignee, mortgagee or subtenant. Tenant hereby irrevocably assigns, for purposes of collateral, the rent of any and all assignees and sublessees and, upon instruction from Landlord, shall notify any assignee or sublessee to make such payments directly to Landlord. For convenience purposes, the Landlord may, at its option, make arrangements to collect the rent directly from the assignee or subtenant. Additionally, if the Tenant does sublet the Premises, in whole or in part, then it is hereby mutually agreed that Landlord shall have the right to 100% of any

Additional Rental Income which is the result of such sublease. For purposes of this Section, "Additional Rental Income" is defined as the difference between all rent paid by subtenant and all rent owed by Tenant to Landlord hereunder. Tenant shall submit periodic reports to Landlord computing any subrental payments due to Landlord and enclosing the payments.

4.2 **Corporate Transfer.** If at any time during the term of this Lease corporate shares, partnership interests or other proprietary interest of or in Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective control of Tenant by the person or persons owning a majority of said corporate shares, partnership interests or other proprietary interests on the date of this Lease, Tenant shall promptly notify Landlord in writing of such change. ; provide, however, any sale, assignment, merger, acquisition or other transfer that results in a change in the effective control of Tenant shall be subject to the prior written consent of Landlord.

4.3 **Recapture of Premises.** Tenant's request for Landlord's consent to the assignment of this Lease or subletting all or any part of the Premises shall contain a right of first refusal to Landlord to recapture, at the then square foot rental rate or the rental Tenant proposes to obtain, whichever is lower, all or such part of the Premises which Tenant proposes to assign or sublet. Upon receipt of such offer, Landlord shall have the option, to be exercised within thirty (30) days following receipt, to accept the Tenant's offer to permit Landlord to recapture. If accepted, Tenant shall execute an assignment of the Lease or a sublease to Landlord in a form acceptable to Landlord, with Landlord having the right to sublease or subrent to others. If Landlord exercises its option to recapture and the assignment or sublease from Tenant provides for a rental rate equal to the rental rate in effect as of the date the option is exercised, Tenant shall be released of all further liability under this Lease, as of the effective date of the assignment or sublease, with respect to that portion of the Premises subject to the assignment or sublease.

4.4 **Mortgage by Landlord.** Landlord shall have the right to transfer, assign, pledge, grant a security interest in, mortgage or convey in whole or in part the building and any and all of its rights under this Lease, and nothing herein shall be construed as a restriction upon Landlord's doing so.

4.5 **Subordination.** Subject to the requirements of Section 4.6, this Lease is and shall be subject and subordinate in all respects to any and all mortgages, deeds of trust and ground leases now or hereafter placed on the Building or the land upon which the Building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof.

4.6 **Attornment/Non-Disturbance.** If the interest of Landlord is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust or security interest or by delivery of a deed in lieu of foreclosure or other proceedings, or by reason of sale, assignment or other transfer of Landlord's interest in the Building, Tenant shall immediately and automatically attorn to such person or entity. In event of such transfer, this Lease and Tenant's rights hereunder shall continue undisturbed so long as Tenant is not in default and the successor to the Landlord shall perform all

obligations of the Landlord under the Lease. Tenant shall, at Landlord's request, execute an agreement providing for subordination of the lease. Tenant agrees that the termination of any ground lease shall not result in termination of this Lease.

**4.7 Estoppel Certificate.** Tenant agrees, at any time and from time to time, upon not less than ten (10) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or any person designated by Landlord, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications specifying the same; (ii) certifying that Tenant has accepted possession of the Premises, and that any improvements required by the terms of this Lease to be made by the Landlord have been completed to the satisfaction of the Tenant or, if not, describing such unsatisfactory improvements; (iii) stating that no rent under this Lease has been paid more than thirty (30) days in advance of its due date; (iv) stating the address to which notices to Tenant should be sent; (v) certifying that Tenant, as of the date of any such certification, has no charge, lien or claim of set-off under this Lease, or otherwise, against rents or other charges due or to become due hereunder; (vi) stating whether or not, to the best of Tenant's knowledge, Landlord 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 Tenant may have knowledge; and (vii) containing any other statement as Landlord may reasonably request. Any such statement delivered pursuant to this Section may be relied upon by any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest, or any prospective assignee of any such mortgagee.

**4.8. Sale by Landlord.** In the event Landlord transfers its interest in the Building, any such transfer shall be subject to the terms and conditions of this Lease. Landlord shall thereby be released from any further obligation hereunder, except for any existing obligation that Landlord may have to Tenant at the time of such transfer unless such obligation is expressly assumed in writing by the purchaser and Tenant is provided with a copy of such assumption, and Tenant agrees to look solely to the successor in interest of the Landlord for the performance of any such obligations under the Lease. However, if such new landlord is unacceptable to Tenant for any reason, then Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord delivered within ten (10) days following Tenant's receipt of notice identifying the prospective purchaser of the Building.

## 5. MAINTENANCE AND REPAIRS; RIGHT OF ENTRY; ALTERATIONS; LIENS; SIGNS.

**5.1 Maintenance and Repairs by Tenant.** Tenant shall maintain and keep in good condition and repair the interior, non-structural portions of the Premises (including without limitation, interior walls, plate glass, windows, doors, door closure devices, window and door frames, molding, locks and hardware, painting or other treatment of interior walls, floor coverings, glazing, plumbing, pipes, signage, lighting and electrical wiring and conduits) and shall repair or replace, as necessary, any damage or injury to the Premises or the Building caused by Tenant, its agents, employees or invitees (subject, however, to Section 6.5 below). Tenant shall keep all plumbing units, pipes and connections both in the

Premises and in the restrooms serving the Premises free from obstruction and protected against ice and freezing. All maintenance and repairs made by Tenant shall be performed only by licensed contractors approved by Landlord. Tenant shall require its contractor to comply with Landlord's regulations and any other reasonable requirements regarding all work to be performed. Tenant shall keep the Premises and entryway neat, clean and free from dirt, rubbish, insects and pests and shall keep the sidewalks, serviceway and loading areas adjacent to the Premises free from obstruction and rubbish created by Tenant or related to Tenant's business. Tenant shall store all trash and garbage within the area designated by Landlord for trash pickup and removal, in receptacles of the size, design and color prescribed by Landlord. Tenant shall give immediate written notice to Landlord of any improperly functioning equipment serving the Premises or damage to the Premises. Landlord shall be solely responsible for any replacement or repair of building structure, including exterior walls and all plumbing, electric, and utility servicing beyond the demising walls of the Premises, except for plumbing repairs the need for which arises from Tenant's use of the Premises.

5.2 **Landlord's Right to Maintain or Repair.** If, within ten days following occurrence, Tenant fails to repair or replace any damage to the Premises or Building for which Tenant is responsible pursuant to Section 5.1 above, Landlord may, at its option, cause all required maintenance, repairs or replacements to be made. Tenant shall promptly pay Landlord all costs incurred in connection therewith plus interest thereon at the rate of 18% per annum from the due date until paid.

5.3 **Maintenance and Repairs by Landlord.** Landlord shall keep the exterior of the Premises, including the foundation and the exterior walls of the Premises, in good repair, ordinary wear and tear excepted, and subject to Tenant's obligations under Section 5.1 above. Landlord shall maintain and repair the entryway of the Building serving the Premises, subject to the provisions of Section 2.3 above. Landlord shall maintain and repair the HVAC system serving the Premises. Any repairs required to be made by Landlord which are occasioned by the act or negligence of Tenant or its agents, employees or invitees, shall be paid for by Tenant upon demand to the extent not covered by insurance proceeds actually received by Landlord. If the Premises or entry requires repairs that are Landlord's responsibility under this provision, Tenant shall give immediate written notice to Landlord, and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice.

5.4 **Alterations by Tenant.** Tenant shall make improvements to the Premises pursuant to the space plans and specifications attached hereto as Exhibit D (the "Tenant Improvements"). The Tenant Improvements shall be completed at Tenant's sole cost and expense in a good and workmanlike manner and shall comply at the time of completion with all applicable laws. Tenant shall notify Landlord upon completion of the Tenant Improvements and Landlord shall inspect same for workmanship and compliance with Exhibit D and other applicable provisions of this Lease. Tenant and its contractors shall comply with all reasonable requirements Landlord may impose on Tenant or its contractors with respect to such work (including but not limited to, insurance, indemnity and bonding requirements), and shall deliver to Landlord a complete copy of the "as-built" or final plans and specifications for all alterations or physical additions so made in or to the Premises

within thirty (30) days of completing the work. The Tenant Improvements shall include an adequate water filtration system to prevent animal hair from going into the plumbing serving the Premises and an adequate exhaust/ventilation system designed for Tenant's specific use of the Premises.

**5.5** Except for decorative or cosmetic changes or alterations, Tenant shall make no other changes, additions, alterations or improvements to the Premises without the prior written consent of Landlord and subject to all rules, requirements and conditions imposed by Landlord and applicable laws, rules, and regulations at the time such consent is given. Landlord shall have the right to withhold its consent and condition consent upon provision by Tenant of adequate security, and may require Tenant to restore the Premises to the condition existing prior to any such alterations made without Landlord's consent upon the expiration or earlier termination of the term of this Lease. Tenant shall have the right to install its trade fixtures at the Premises provided the installation thereof does not alter or damage the structural portions of the Building.

**5.6 Alterations by Landlord.** Landlord may make repairs, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises or the Building, as long as any such repairs, changes or alterations do not reduce the square footage of floor space available for Tenant's use. Landlord may also make changes, alterations or additions to any part of the Building not forming part of the Premises and change the location of public areas of the Building.

**5.7 Liens.** If, because of any act or omission of Tenant or any person claiming by, through or under Tenant, any mechanic's lien or other lien shall be filed against the Premises or the Building or against other property of Landlord (whether or not such lien is valid or enforceable as such), Tenant shall, at its own expense, cause the same to be discharged of record within thirty-five (35) days after the date of filing thereof. If any such lien is not so discharged, Landlord may, but shall not be obligated to, pay or post security for the claim upon which such lien is based so as to have such lien released of record; and, if Landlord does so, then Tenant shall pay to Landlord, as Additional Rent, upon demand, the amount of such claim or security, plus all other costs and expenses incurred in connection therewith (including Landlord's reasonable attorneys' or consultants' fees), plus interest thereon at the rate of the lesser of eighteen percent (18%) per annum or the highest lawful rate under applicable law until paid.

**5.8 Signs.** Tenant may install signage at the Premises subject to Landlord's prior written consent and the sign criteria established by the Department of Planning and Community Development of the City of Norfolk. Tenant shall be responsible for ensuring that such signage is and remains in compliance with all laws, rules and regulations of the City of Norfolk and for obtaining any necessary approvals associated therewith. Upon expiration or sooner termination of this Lease, Tenant shall remove all such signs or advertising consented to by Landlord or allowed pursuant to this Section and shall repair any damage caused by such removal. During the last six (6) months of the Term, and at any time Tenant is in Default, Landlord shall have the right to erect on the Premises signs indicating that the Premises are available for lease.

**5.9 Display Windows.** Tenant shall maintain all display windows in a neat, attractive condition in compliance with requirements of Section 5.7, and Tenant shall keep all display windows and exterior electric signs in front of the Premises lighted from dusk until 10:00 p.m. every day, including Sundays and holidays.

**5.10 Landlord's Right of Entry.** Landlord, its agents, contractors or employees shall have the right to enter the Premises at reasonable hours and after reasonable notice to make inspections, alterations, or repairs to the Building or the Premises and to show the Premises to prospective purchasers or tenants. In event of emergency, Landlord, its agents, contractors or employees shall have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the Building or the Premises, but in making such entry shall take all appropriate measures to safeguard the privacy of Tenant's files and records. Landlord shall provide Tenant notice of such entry; provided, however, that such notice may be within a reasonable period after entry has occurred. Except for repair of casualty damage as provided in Section 7.1, Tenant shall not be entitled to any abatement or reduction of rent because of work performed within the Building or Premises by Landlord. Tenant shall provide Landlord with a key to the Premises, including any internal locked areas of the Premises, and a knox box shall be located at the Premises at the sole cost and expense of Tenant.

**5.11 Waiver of Landlord's Lien.** Except in the event of a monetary default by Tenant, Landlord waives any lien it might have upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant located in the Premises. In the event of a monetary default by Tenant under the terms of this Lease, Tenant grants to Landlord a first priority lien and continuing security interest for all Rent and all other obligations of Tenant under this Lease, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant located in the Premises, and such property shall not be removed therefrom without the consent of Landlord, except in the ordinary course of business. Upon a Default, Landlord shall have, in addition to all other remedies, all rights and remedies under the Virginia Uniform Commercial Code, including the right to sell such property at public or private sale upon five (5) days' notice to Tenant. Tenant agrees to execute such documents as Landlord requests to perfect the security interest so created, including any UCC financing statements.

**5.12 Non-Liability for Certain Conditions.** Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person or entity for any injury to person or damage to property caused as a result of the Premises or other portions of the Building becoming out of repair or damaged, or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises.

## 6. INSURANCE, INDEMNITY, SUBROGATION.

**6.1 Insurance by Landlord.** Landlord shall maintain insurance for those perils and in amounts which would be considered prudent for similar type property situated in the general area of the Building or which is required by any mortgagee or creditor of Landlord. Landlord shall have the right to self-insure with respect to any insurance obligations hereunder.

**6.2 Tenant's Insurance.**

**6.2.1 Tenant's Liability Insurance.** Tenant shall at all times during the term hereof and at its cost and expense purchase and maintain with an insurance company, commercial general liability insurance coverage naming Landlord as an additional insured, in an adequate amount, as determined by Landlord's insurance broker or adviser, but not less than Three Million Dollars ($3,000,000.00) combined single limit of coverage for personal injury, death and property damage. The insurance carrier shall be reasonably satisfactory to Landlord and licensed in the state in which the Premises are located. The insurance carrier shall at all times during the term of this Lease have a policyholder's rating of not less than "A-/VII" in the most current edition of Best's Insurance Reports. The policy shall also include contractual coverage of Tenant's obligations under Section 6.4 below. Tenant shall deliver to Landlord evidence of such insurance prior to occupancy evidencing the obligation of the insurer to provide Landlord with not less than thirty (30) days written notice prior to any reduction or cancellation of such insurance. Any insurance required of Tenant under this Lease may be furnished by Tenant under a blanket policy carried by it. Such blanket policy shall contain an endorsement that names Landlord as an additional insured, references the Premises, and guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Each policy evidencing the insurance to be carried by Tenant under this Lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance.

**6.2.2 Tenant's Property Insurance.** Tenant shall, at its own expense maintain in full force and effect "Broad Causes of Loss" or "Special Causes of Loss" commercial property insurance covering all of its inventory, furnishings, fixtures and equipment in the Premises, to the extent of their insurable actual cash value. Landlord will not carry insurance on Tenant's possessions, nor on any leasehold improvements made by Tenant, and Landlord shall not be liable for Tenant's loss thereof.

**6.2.3 Co-naming of Landlord.** The insurance policy or policies for the insurance required in Sections 6.2.1 and 6.2.2 above shall name Landlord, and Landlord's mortgagee, if any, as additional insureds and shall provide that they may not be canceled on less than thirty (30) days prior written notice to Landlord. Tenant shall furnish Landlord with Evidence of Insurance evidencing all required coverage. Should Tenant fail to carry such insurance and to furnish Landlord with such evidence of such insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as

additional rent plus interest thereon at the rate of 18% per annum or the highest lawful rate under applicable law from the due date until paid.

**6.3 Insurance Rating.** Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will, in any way, increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment in or about the Premises, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefor.

**6.4 Indemnity.** Tenant will indemnify and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires, clients or customers, excepting only such claims arising from the negligence of Landlord, its agents, contractors or its employees, or its failure to perform its obligations under this Lease. In case Landlord shall, without negligence or material fault on its part, be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

**6.5 Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each hereby waive, to the extent of net proceeds collected under insurance policies actually carried or required by this Lease to be carried by the waiving party, any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, or the Building.

## 7. DAMAGE AND DESTRUCTION.

**7.1 Damage.** In the event the Building or the Premises shall be destroyed or rendered untenantable either in whole or in part, by fire or other casualty, Landlord may, at its option, restore the Building or Premises to as near their previous condition as is reasonably possible, and in the meantime Tenant agrees that during any period of restoration or repair of the Premises it will continue the operation of its business within the Premises to the extent practicable and the Base Rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole thereof; but unless Landlord, within sixty days after the happening of any such casualty, shall notify Tenant of its election to so restore, this Lease shall thereupon terminate and Tenant shall vacate the Premises and be discharged from any obligation to pay rent. Such restoration by Landlord shall not include replacement of furniture, equipment or other items that are part of the Building or any improvements to the Premises in excess of those provided for in any allowance for building

standard items as of the Commencement Date of this Lease. Restoration of the Premises required by Tenant beyond Landlord's obligation shall be performed by the Tenant at no cost to the Landlord. In event of damage to the Premises or the Building by fire or other causes resulting from fault or negligence of Tenant, its agents, employees or invitees, there shall be no abatement of rent during the period of repair.

**7.2 Delay Beyond Landlord's Control.** Landlord shall not be penalized for any delay in commencing or completing repairs caused by adjustment or insurance claims, governmental requirements or any cause beyond Landlord's reasonable control.

## 8. CONDEMNATION.

**8.1 Condemnation; Award; Termination.** If the Building or Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render either or both untenantable, either Landlord or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation in which event Tenant shall be discharged from any obligation to pay rent. If the taking or condemnation does not render the Building and the Premises untenantable, this Lease shall continue in effect and Landlord shall promptly restore the portion not taken to the extent possible to the condition existing prior to the taking, but in no event shall Landlord be required to expend any amounts in excess of the net condemnation proceeds received by Landlord. If, as a result of such restoration, the area of the Premises is reduced, the rent shall be reduced proportionately. All proceeds from any taking or condemnation shall be paid to Landlord. Tenant waives all claims against such proceeds. A voluntary sale or conveyance in lieu of but under the threat of condemnation shall be considered a taking or condemnation for public purpose.

## 9. SURRENDER OF PREMISES.

**9.1 Surrender at Expiration.** Upon expiration or sooner termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord in substantially the condition as required under Section 5.

**9.2 Removal of Property.** All alterations, additions and improvements, other than unattached, movable furniture, furnishings or equipment made to the Premises at the expense of Tenant or Landlord, shall become a part of the Premises and shall remain upon and be surrendered with the Premises as a part thereof, except as Landlord may otherwise direct, in its sole discretion. Any unattached moveable furniture, furnishings or equipment not removed by the Tenant prior to the expiration or termination of this Lease shall become, at Landlord's option, the property of Landlord and shall be surrendered with the Premises as a part thereof. Upon expiration or other termination of this Lease, Tenant (i) shall remove only such alterations, additions and improvements (including telephone cable) as Landlord requests in writing; (ii) shall, except for these alterations, additions and improvements not required to be removed, restore the premises to the same condition existing upon delivery of possession thereto under this Lease, reasonable wear excepted; and (iii) shall surrender to Landlord, at the place then fixed for payment of rent, all keys for the Premises and shall

inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises. Tenant's obligation to observe this Section shall survive the expiration or other termination of this Lease.

## 10. HOLDING OVER.

**10.1 Holding Over.** If Tenant shall fail to vacate the Premises upon expiration or sooner termination of this Lease, Landlord may at any time reenter by any applicable legal process or otherwise in accordance with the provisions of this Lease. Any holding over shall only be with Landlord's consent and Tenant shall be a month-to-month Tenant and subject to all laws of the estate in which the Building is situated and to the terms and conditions of this Lease, so far as applicable. If Tenant or any other occupant remains in possession of the Premises after the expiration of this Lease without Landlord's consent, no tenancy or interest in the Premises will result, and such party shall be subject to immediate eviction and removal. The rent to be paid Landlord by Tenant during such continued occupancy shall be for each month of continued occupancy, an amount equal to 1.10% of the rent that would otherwise be owed hereunder for the month the Lease expires or is terminated plus all Additional Rent. No receipt of money by Landlord from Tenant after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. If Tenant fails to surrender the Premises upon the expiration of this Lease, despite demand to do so by Landlord, Tenant shall, to the extent permitted under Virginia law, indemnify and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

## 11. DEFAULT; REMEDIES.

**11.1 Defaults by Tenant.** The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

**11.1.1 Failure to Pay Rent.** Tenant shall fail to make any required payment of the Base Rent or Additional Rent or any other charges due under the Lease for a period in excess of ten (10) days following written notice of such nonpayment by Landlord to Tenant.

**11.1.2 Failure to Perform.** Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Landlord, provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such failure shall not constitute a default if Tenant commences such performance within said thirty-day (30) period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time but in any case not longer than sixty (60) days.

**11.1.3 Vacation; Abandonment; Failure to Occupy.** Tenant shall vacate or, abandon the Premises for any period, or fail to occupy the Premises or any substantial portion thereof for a period of thirty (30) days.

**11.1.4 Trusteeship; Assignment; Attachment.** A trustee or receiver shall be appointed to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes a general assignment for the benefit of creditors, or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within thirty (30) days thereafter).

**11.1.5 Bankruptcy.** A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same).

**11.2 Remedies of Landlord.** Upon the occurrence of any event of default set forth in Section 11.1, Landlord shall have the following rights and remedies, in addition to those provided by law, any one or more of which may be exercised without further notice to or demand upon Tenant.

**11.2.1 Cure.** Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

**11.2.2 Termination; Re-let.** In the event of default, after the applicable notice and cure period, Landlord shall have the right, in addition to all other rights and remedies provided by law, to re-enter the Premises peaceably or by force, with or without process of law, and to take possession thereof and to terminate this Lease. No such termination of this Lease nor recovering possession of the Premises, however, shall deprive Landlord of any action or remedy against Tenant for possession, rent (accrued or to accrue) or damages, nor constitute a waiver of any lien of Landlord on the property of Tenant and Landlord may to the extent permitted by law (but shall not be obligated to) re-let the Premises in whole or in part for the unexpired portion of the Lease term and Tenant shall be obligated to reimburse Landlord for all of its expenses in connection with such retaking and re-letting, including any loss of rental which might result. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder. To the extent permitted by law, Tenant waives any notice to quit or other provision of applicable law requiring notice or delay in an action to evict or dispossess Tenant, and all rights of redemption under any law in the event Tenant is evicted or dispossessed for any cause.

**11.2.3 Acceleration.** Landlord shall have the right to accelerate the rent due under this Lease with respect to the Premises.

**11.2.4 Suit.** Landlord may sue for specific performance, injunctive relieve or to recover damages for any loss resulting from the breach.

**11.2.5 Interest on Unpaid Rent.** Interest on unpaid rent shall be charged as specified in Section 2.4.

**11.3 Default by Landlord and Remedies of Tenant.** It shall be a default under and breach of this Lease by Landlord if it shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty-day period, such occurrence shall not constitute a default if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, and Tenant shall be entitled to terminate this Lease.

**11.4 Limitation of Landlord's Liability.** If Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease after notice thereof and an opportunity to cure as provided in Section 11.3, and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to the Landlord's right, title and interest in and to the Building and the Land for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment and that Landlord (and its employees) shall not be personally liable for any deficiency.

**11.5 Non-Waiver of Defaults.** The failure or delay by either party hereto to exercise or enforce at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to exercise or enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be deemed to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

## 12. MISCELLANEOUS PROVISIONS.

**12.1 Waiver.** The failure of Landlord or Tenant to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be considered to be a waiver or relinquishment of such performance by either party, and all covenants, agreements and options shall remain in full force and effect.

**12.2 Consent Not Unreasonably Withheld.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. Tenant's sole remedy, if Landlord unreasonably withholds or delays consent or approval, shall be an action for specific performance and Landlord shall not be liable for damages. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefor.

**12.3 Attorney's Fees.** To the extent permitted under Virginia law, all costs and expenses, including attorney's fees in a reasonable amount, incurred by Landlord or Tenant in enforcing the obligations of either under this Lease, shall be paid by the defaulting party to the prevailing party upon demand, once a default is determined to have occurred, whether by judgment or otherwise.

**12.4 Designated Parties.** Landlord may act in any matter provided for herein through any person who shall from time to time be designated by Landlord by notice to Tenant. Tenant may designate in writing a person to act on its behalf in any matter provided for herein and may, by written notice, change such designation. In the absence of such designation, the person or persons executing this Lease for Tenant shall be deemed to be authorized to act on behalf of Tenant in any matter provided for herein.

**12.5 Successors.** All covenants, terms and conditions contained in this Lease shall apply to and be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. No rights, however, shall inure to the benefit of any assignee or subtenant of Tenant unless Landlord has given its consent to the assignment or sublease in accordance with Section 4.

**12.6 Relationship of Parties.** Nothing contained in this Lease shall create any relationship between the Landlord and Tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business, or a joint venturer or a member of a joint or common enterprise with Tenant.

**12.7 Severability.** If any clause or provision of this Lease is held to be illegal, invalid or unenforceable under present or future law effective during the term of this Lease, the remainder of this Lease shall not be affected thereby. In lieu of such clause or provision

held to be illegal, invalid or unenforceable there shall be added, as a part of this Lease, a clause or provision as similar in terms as possible which shall be legal, valid and enforceable.

**12.8 Gender.** Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**12.9 Building Name.** Landlord reserves the right at any time and from time to time to change the name, number or designation by which the Building is commonly known.

**12.10 Brokerage Commissions.** The parties hereby acknowledge, represent and warrant that no broker has been involved in the negotiation and execution of this Lease and that no broker or person is entitled to any leasing commission or compensation as a result of the negotiation or execution of this Lease. Tenant shall be responsible for any commission or other compensation or charges claimed by or awarded to any broker or agent based on the actions of Tenant with respect to this Lease.

**12.11 Tenant Authority.** Tenant warrants that it has legal authority enter into this Lease and to operate and is authorized to do business in the Commonwealth of Virginia and in the City of Norfolk. Tenant also warrants that the person or persons executing this Lease on behalf of Tenant has authority to do so and fully obligate Tenant to all terms and provisions of this Lease. Tenant shall, upon request from Landlord, furnish Landlord with a certified copy of resolutions or other evidence of authority authorizing this Lease and granting authority to execute it to the person or persons who have executed it on Tenant's behalf.

**12.12 Common and Public Areas.** All hallways, passageways, stairways and elevators in the Building, entrances and exits thereto, truck-ways, pedestrian sidewalks and ramps, landscaped areas, and other publicly-accessible areas located in or about the Building (collectively, the "Common Areas") are provided for the general non-exclusive use, in common, of Tenant, Landlord and all other tenants and occupants of the Building, their employees, guests and invitees. Such Common Areas shall at all times be subject to regulation and management by Landlord, and Tenant agrees to abide by any rules and regulations with respect thereto and to use its best efforts to cause its employees, guests and invitees to do the same. Without limitation on Landlord's general right to promulgate any such rules and regulations, Landlord reserves the right to change the area, level, location and arrangement of the facilities referred to herein; to restrict parking by tenants and/or their patrons; to close temporarily all or any portion of the parking area or facilities for repairs or maintenance or otherwise; to control the amount of lighting, security and traffic control, if any; and to take such other actions as Landlord shall deem necessary or desirable with a view to the convenient use thereof by all tenants, their employees, guests and invitees. Landlord also reserves the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of public corridors, passageways, elevators, mechanical areas and rooms, stairways and stairs, rest rooms, or other common areas of the Building.

**12.13 Recording.** Upon the request of either party, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short from of this Lease shall describe the Parties, the Premises and the term of this Lease and shall incorporate this Lease by reference. In the alternative, either party may, at its option, record this entire Lease.

**12.14 Notices.** All notices under this Lease shall be in writing and delivered in person or sent by prepaid registered or certified mail if to Landlord at the address below; and if to the Tenant at the Premises or at the address below; or to such addresses as hereafter may be designated by either party in writing. Notices mailed shall be deemed given on the date following the date of mailing.

Landlord's Address:

**City Manager**
**1100 City Hall Building**
**810 Union Street**
**Norfolk, Virginia 23510**

**With a copy to:**

**Director, General Services**
**232 E. Main Street, Ste. 250**
**Norfolk, VA 23510**

**With a copy to:**

**City Attorney**
**810 Union Street**
**900 City Hall Building**
**Norfolk, VA 23510**

Tenant's Address:

**Muddy Paws**
**400 Granby Street, Suite B**
**Norfolk, VA 23510**

**12.15 Time is of the Essence; Force Majeure.** Time is of the essence with respect to all provisions of this Lease. However, whenever a period of time is prescribed for action to be taken, the party in question shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind which are beyond such party's reasonable control. However, this provision shall not apply to the obligation of either party to make Rent or other monetary payments as and when due or to maintain insurance.

**12.16 Entire Agreement; Captions.** This Lease, including Exhibits A, B and C hereto, and any Addendums contain the entire agreement of the Parties and no prior or contemporaneous representations, promises or agreements, oral or otherwise, between the Parties not contained in this Lease shall be of any force and effect. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except in writing executed by Landlord and Tenant or the party against whom any waiver is sought. The captions for sections of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease.

**12.17 Guaranty.** Landlord's obligations under this Lease are expressly conditioned upon receipt of a Guaranty of Lease executed and acknowledged by each Guarantor in the form attached as Exhibit E. If the Tenant is an entity, this Lease shall be guaranteed by the principal(s) of the Tenant or other person acceptable to the City.

Acknowledged and accepted as of the date set forth above.

**LANDLORD**

**CITY OF NORFOLK**

By: _____
Name: Marcus D. Jones
Title: City Manager

Attest:

_____
City Clerk

Approved as to content:

_____
Director, Department of General Services

Approved as to form and correctness:

_____ MSF
Assistant City Attorney

**TENANT**

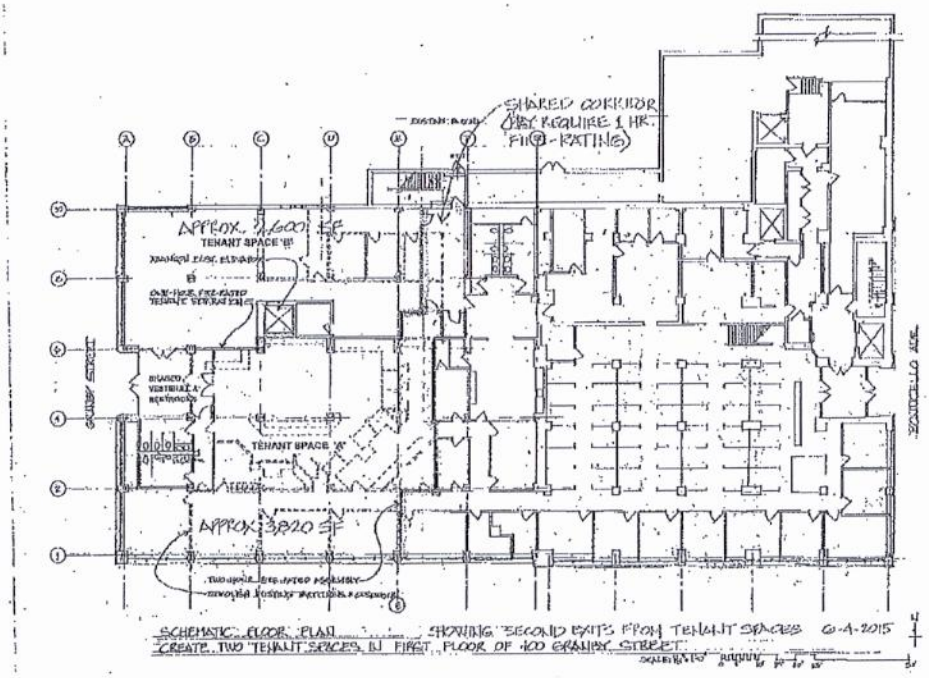
**THE MUDDY PAW GROOMING AND RETAIL STORE, LLC**

By: _____
Name: Maryann Jacobson
Title: Owner

By: _____
Name: Angela Owens
Title: Co-Owner

# EXHIBIT A

## FLOOR PLAN SHOWING THE PREMISES



## EXHIBIT B

### RULES & REGULATIONS

1. **NON-SMOKING PROPERTY:** The entire Property, including but not limited to parking lots, entranceways, etc., has been designated a "Non-Smoking" Property. Tenant shall not permit its employees, agents, customers, licensees or invitees to smoke on the Property.

2. **OBSTRUCTION OF PASSAGEWAYS:** The sidewalks, parking lots, entrances, passages, courts, elevators, vestibules, stairways, corridors, and public parts of the Property shall not be obstructed or encumbered by the Tenant or used by the Tenant for any other purpose other than ingress and egress.

3. **DISPOSAL OF TRASH**: Tenant shall not permit trash or rubbish to be stored in or about the Premises, and shall cause the same to be disposed of in dumpsters provided at the Building.

4. **WINDOWS:** Windows in the Premises shall not be covered or obstructed by the Tenant without prior written consent of the Landlord. No bottles, parcels or other articles shall be placed on the windowsills, in the halls, or in any other part of the Building. No article shall be thrown out of the doors or windows of the Premises.

5. **PROJECTIONS FROM BUILDING:** No awnings, air conditioning units, or other fixtures shall be attached to the outside walls or windowsills of the Building by Tenant or otherwise affixed by it so as to project from the Building, without prior written consent of the Landlord.

6. **FLOOR COVERING:** The Tenant shall not lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the Premises without the prior written consent of the Landlord. If linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt first shall be fixed to the floor by a paste or other material that may easily be removed with water, the use of cement or other similar adhesive material being expressly prohibited.

7. **INTERFERENCE WITH OCCUPANTS OF BUILDING:** The Tenant shall not make or permit to be made, any unseemly or disturbing noises (BARKING DOGS AND OTHER ANIMAL NOISES ARE EXPRESSLY EXCLUDED AS "DISTURBING NOISES" UNDER THIS PROVISION) and shall not interfere with other tenants or those having business with them. The Tenant will keep all mechanical apparatus in the Premises free of vibration and noise, which may be transmitted beyond the limits of the Premises. Tenant shall not bring into the Premises or permit any item or equipment to be used in the Premises that causes electrical interference or otherwise hinders the proper operation of the telecommunications or other equipment of other tenants or occupants of the Building.

8. **LOCKS, KEYS:** Tenant shall place no additional locks or bolts of any kind on any of the doors or windows. The Tenant shall, upon the termination of Tenant's tenancy, deliver to Landlord, all keys to any space within the Building or Premises, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys furnished, Tenant shall pay Landlord the cost thereof. The Tenant, before closing and leaving the Premises, shall ensure that all its windows are closed and its entrance doors are locked.

9. **PROHIBITED ON PREMISES:** The Tenant shall not conduct or permit any other person to conduct, any auction upon the Property. Tenant shall not permit the Premises to be used for gambling, make any unusual noises (ANIMAL NOISES EXCLUDED FROM THIS PROHIBITION) in the Property, permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other tenants, or permit any unusual odors (ANIMAL ODORS EXCLUDED FROM THIS PROHIBITION PROVIDED THIS

EXCLUSION SHALL IN NO WAY NEGATE TENANT'S OBLIGATION TO HAVE ADEQUATE VENTILATION AT THE PREMISES SPECIFICALLY DESIGNED TO MINIMIZE ANIMAL ODORS) to be produced upon the Property. The Tenant shall not permit any portion of the Premises to be used for the storage, manufacture, or sale of intoxicating beverages, illegal narcotics, tobacco in any form, or as a barber or manicure shop. Canvassing, soliciting and peddling in the Property are prohibited, and Tenant shall cooperate to prevent the same. No vehicles of any kind shall be brought into or kept in or about the Premises, or the Property. No portion of the Premises shall be used as sleeping quarters at any time during the term of the Lease.

10. **FIRE HAZARDS; FIRE SAFETY:** Tenant shall not use or permit to be used in the Premises any equipment or other thing, or permit any act, that would create a fire hazard. Tenant further agrees to abide by any rules, regulations or procedures that may be established by Landlord, its insurance carrier, or any governmental agency with respect to fire prevention or safety.

11. **HEAVY ITEMS**: Tenant shall not bring into the Premises or permit to be brought into the Premises any weights or heavy items that would be beyond the safe carrying capacity of a standard office building.

12. **PLUMBING, ELECTRIC AND TELEPHONE WORK:** Plumbing facilities shall not be used for any purpose other than those for which they are constructed; and no floor sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive or unusual usage or amounts of electricity and water is prohibited. When electric wiring of any kind is introduced, it must be connected as directed by Landlord, and stringing or cutting of wires will not be allowed, except by prior written consent of Landlord, and shall be done by contractors approved by Landlord. The number and locations of telephones, telegraph instruments, electrical appliances, call boxes, etc. shall be subject to Landlord's reasonable approval.

13. **ANIMAL WASTE**. Tenant shall keep the Premises, Building and Land free of animal waste.

Landlord reserves the right to reasonably supplement or modify these rules and regulations from time to time during the term of the Lease upon written notice to Tenant, and Tenant agrees to abide by such supplemental or modified rules and regulations.

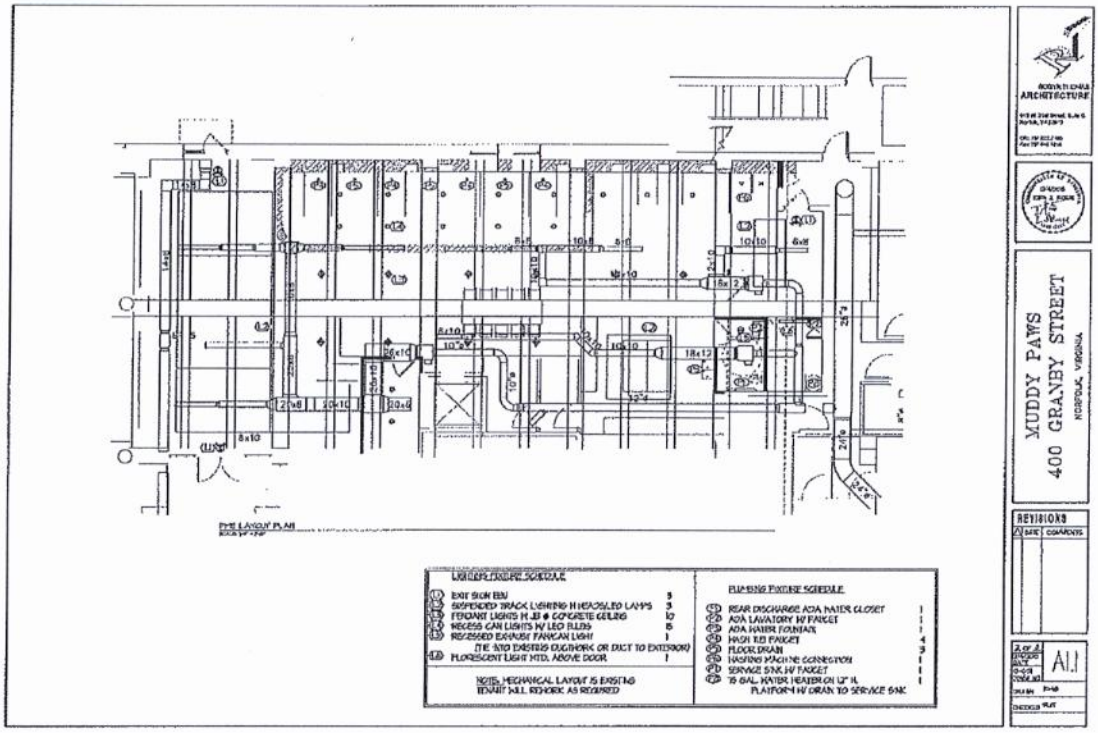
## EXHIBIT C

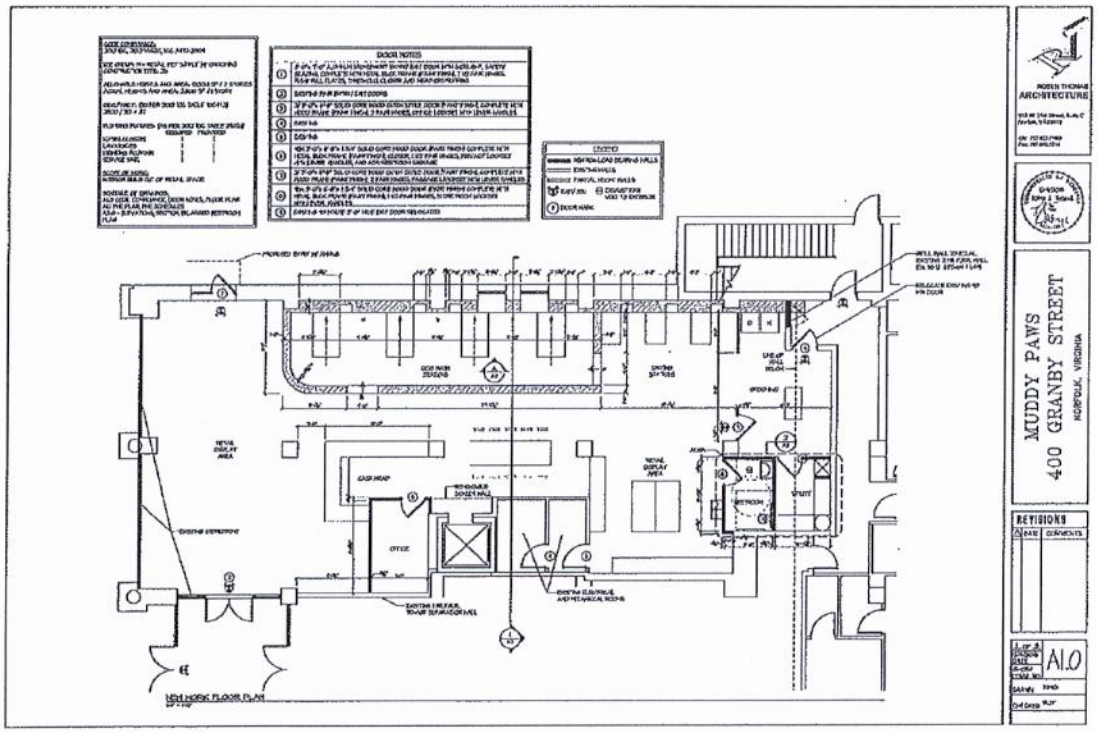
LANDLORD IMPROVEMENTS

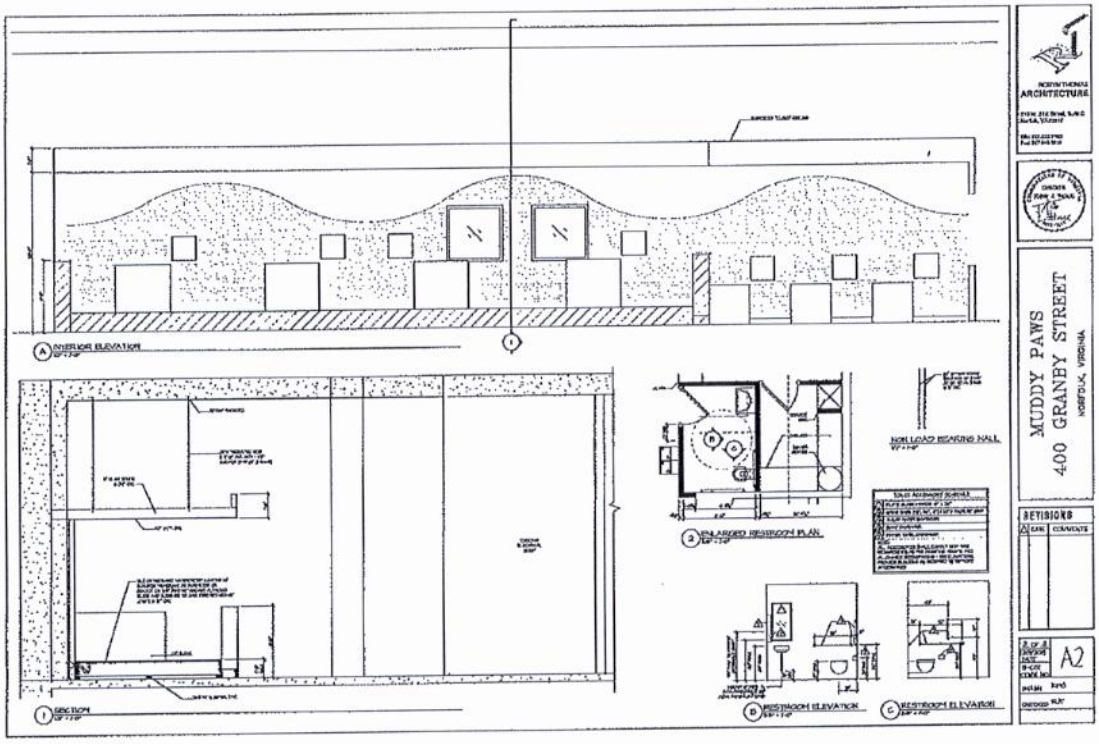
Landlord shall complete the following Leasehold Improvements to the Premises on or before the Commencement Date:

a. Construct the fire-rated demising walls between the Premises and Suite South A;
b. Construct the two-hour fire-rated wall demising the Premises from the common rear corridor (including rear door);
c. Install an electrical meter for the Premises

# EXHIBIT D
# SPACE PLANS AND SPECIFICATIONS

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NON LOAD BEARING WALL
D RESTROOM ELEVATION
C RESTROOM ELEVATION

**EXHIBIT E**
GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of the _____ day of _____, 20__, by _____ (the "Guarantor"), to the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia (the "Landlord").

In consideration of and to induce the execution and delivery of that certain lease dated _____, 20____ (the "Lease") between Landlord and _____, a _____ corporation (the "Tenant"), for a certain premises (the "Premises") as more particularly described in the Lease, Guarantor agrees as follows:

1. Guarantor unconditionally guaranties to Landlord the full and punctual payment of all rents and other sums payable by Tenant under the Lease, and the full and punctual performance and observance of all terms, covenants and conditions on the part of Tenant to be performed and observed under the Lease (collectively the "Tenant Obligations"), including renewal terms, extension periods, holdover periods and periods prior to the commencement date under the Lease. Guarantor further agrees to indemnify, defend and hold Landlord harmless for any loss, liability, damage or expense (including reasonable attorney's fees) arising from the failure of Tenant to timely perform any of the Tenant Obligations and to pay all expenses (including reasonable attorney's fees) incurred by Landlord in enforcing this Guaranty. Upon Tenant's default under the Lease and upon demand by Landlord, Guarantor shall pay or perform the Tenant Obligations so in default, as applicable, without offset, deduction or counterclaim.

2. This is a guaranty of payment and performance and not of collection. Landlord shall not be required to pursue any remedies that it may have against Tenant or pursue any security deposit or other security or other parties as a condition to the enforcement of this Guaranty, it being intended that Guarantor's obligations under this Guaranty shall be independent of, and in addition to, the Tenant Obligations. It is understood and agreed that Guarantor may be joined in any action against Tenant and that recovery may be had against Guarantor in such action, or in any independent action against Guarantor. This Guaranty shall not in any way be affected or impaired by reason of Landlord asserting against Tenant any rights or remedies reserved to the Landlord pursuant to the Lease, or available at law or in equity, including any termination of the Lease or re-entry into the Premises.

3. Guarantor waives demand, protest, notice of any breach or default by Tenant under the Lease, notice of acceptance of this Guaranty, and all suretyship defenses generally.

4. (a) This Guaranty shall be absolute and continuing. The obligations and liability of Guarantor shall not be discharged, released, affected or impaired by:

(i) Any change in the corporate (or other entity) existence, structure or ownership of Tenant, or any bankruptcy, insolvency, reorganization, liquidation, dissolution, winding up or other proceedings affecting Tenant, or the disaffirmance or rejection of the Lease in such proceedings, regardless of whether any or all of the foregoing is or are done or made with or without the consent of Guarantor or Landlord;

(ii) Any modification, amendment or other alteration of the Lease; any renewal or extension of the Lease; any assignment of the Lease; any sublease of all or a portion of the Premises; any expansion of the Premises; or any release of any other party liable for the

Tenant Obligations or any release of security held by Landlord for the performance of the Tenant Obligations. Guarantor consents to any and all of the foregoing, and this Guaranty shall apply to the Lease and the Tenant Obligations as modified, amended or otherwise changed pursuant to this clause (ii);

(iii) Any extension of time for the payment or performance of Tenant Obligations or any other waivers or indulgences that may be granted to Tenant; or

(iv) Any disability or other defense of Tenant, or the cessation from any other cause whatsoever of the liability of Tenant under the Lease.

(b) The obligations and liability of Guarantor under this Guaranty shall continue in effect until all Tenant Obligations have been fully paid, performed and satisfied. If at any time payment of any of the Tenant Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Tenant, the obligations of the Guarantor with respect to such payment shall be reinstated at such time as though such payment had not been made.

(c) All settlements, compromises, compositions and agreed balances made in good faith between Landlord and Tenant shall be binding on Guarantor.

5. Until all Tenant Obligations are fully paid, performed and satisfied, Guarantor (a) shall have no right of subrogation against Tenant by reason of Guarantor's performance under this Guaranty or monies or obligations owed by Tenant to Guarantor, (b) waives any right to enforce any remedy which Guarantor now has or may later have against Tenant by reason of Guarantor's performance under this Guaranty, and (c) subordinates all liabilities and indebtedness of Tenant now or later held by or owed to Guarantor to the Tenant Obligations.

6. If this Guaranty is held ineffective or unenforceable by any court of competent jurisdiction, Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint tenant with Tenant.

7. This Guaranty and the obligations of the Guarantor under this Guaranty shall not be modified, discharged, waived or terminated except by an agreement in writing signed by Guarantor and Landlord.

8. This Guaranty shall bind Guarantor and the heirs, executors, personal representatives, successors and assigns of Guarantor. This Guaranty may be freely assigned, transferred or hypothecated by Landlord and shall run in favor and inure to the benefit of Landlord, its successors and assigns, and each subsequent holder of Landlord's interest under the Lease. References to the term "Tenant" shall be deemed to include Tenant's heirs, executors, personal representatives, successors and assigns.

9. This Guaranty shall be governed by and construed in accordance with Virginia law. Guarantor agrees to be subject to the jurisdiction of the courts of Virginia and Guarantor waives any objection to personal jurisdiction in any suit, action or proceeding in such courts. Guarantor consents to process being served in any such suit, action or proceeding by the mailing of a copy thereof pursuant to the notice provisions of Paragraph 10 below.

If this Guaranty is enforced by suit or otherwise or if Landlord exercises any of its remedies under the Lease, Guarantor shall reimburse Landlord, upon demand, for all reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

10. Notices to the Guarantor shall be sent by certified or registered mail to the address of _____ and shall be effective upon being deposited in the United States mail, postage prepaid. Alternatively, notices may be sent by Federal Express or other recognized delivery service and shall be effective upon delivery to the above address. Guarantor may change the above address by giving written notice to Landlord in accordance with the notice provisions under the Lease.

11. [Corporate Guarantor] Guarantor represents and warrants that it has the legal right and capacity to execute this Guaranty, and each person executing this Guaranty on behalf of Guarantor covenants and warrants that he is duly authorized by the board of directors of Guarantor to execute and deliver this Guaranty on behalf of the corporation.

11. (Alternate) [Individual Guarantor] Guarantor represents and warrants that he or she has the legal right and capacity to execute this Guaranty. Guarantor waives the benefit of Guarantor's homestead exemption.

11. (Alternate) [Multiple Individual Guarantors] Each Guarantor represents and warrants that he or she has the legal right and capacity to execute this Guaranty. Each Guarantor waives the benefit of his or her homestead exemption.

12. [Multiple Guarantors Only] The obligations of each Guarantor shall be joint and several. The release of any one or more Guarantors shall not affect the liability of any remaining Guarantor not expressly released. Landlord may proceed against one or more Guarantors without releasing the remaining Guarantors.

14. TO THE FULLEST EXTENT PERMITTED BY LAW, GUARANTOR WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION RELATED TO THIS GUARANTY.

15. This Guaranty is made and executed under seal. The designation "(SEAL)" on this Guaranty shall be as effective as the affixing of an entity's seal physically hereto.

WITNESS the following signature(s) and seal(s) as of the day and year first above written.

[Individual Guarantor(s)]

_____(SEAL)
Name:

_____(SEAL)
Name:

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ and _____.

_____
Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

[Corporate Guarantor]

GUARANTOR: NAME: _____

By: _____(SEAL)
Title:

Attest:

_____
_____Secretary

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____, of _____ _____, a _____ corporation, on behalf of the corporation.

_____
Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

# GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of the 14th day of December, 2015, by MARYANN JACOBSON, an individual, and ANGELA OWENS, an individual (together the "Guarantor" or the "Guarantors"), to the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia (the "Landlord").

In consideration of and to induce the execution and delivery of that certain lease dated as of January 14, 2015 (the "Lease") between Landlord and The Muddy Paw Grooming and Retail Store, LLC, a Virginia limited liability company (the "Tenant"), for a certain premises (the "Premises") as more particularly described in the Lease, Guarantor agrees as follows:

1. Guarantor unconditionally guaranties to Landlord the full and punctual payment of all rents and other sums payable by Tenant under the Lease, and the full and punctual performance and observance of all terms, covenants and conditions on the part of Tenant to be performed and observed under the Lease (collectively the "Tenant Obligations"), including renewal terms, extension periods, holdover periods and periods prior to the commencement date under the Lease. Guarantor further agrees to indemnify, defend and hold Landlord harmless for any loss, liability, damage or expense (including reasonable attorney's fees) arising from the failure of Tenant to timely perform any of the Tenant Obligations and to pay all expenses (including reasonable attorney's fees) incurred by Landlord in enforcing this Guaranty. Upon Tenant's default under the Lease and upon demand by Landlord, Guarantor shall pay or perform the Tenant Obligations so in default, as applicable, without offset, deduction or counterclaim.

2. This is a guaranty of payment and performance and not of collection. Landlord shall not be required to pursue any remedies that it may have against Tenant or pursue any security deposit or other security or other parties as a condition to the enforcement of this Guaranty, it being intended that Guarantor's obligations under this Guaranty shall be independent of, and in addition to, the Tenant Obligations. It is understood and agreed that Guarantor may be joined in any action against Tenant and that recovery may be had against Guarantor in such action, or in any independent action against Guarantor. This Guaranty shall not in any way be affected or impaired by reason of Landlord asserting against Tenant any rights or remedies reserved to the Landlord pursuant to the Lease, or available at law or in equity, including any termination of the Lease or re-entry into the Premises.

3. Guarantor waives demand, protest, notice of any breach or default by Tenant under the Lease, notice of acceptance of this Guaranty, and all suretyship defenses generally.

4. (a) This Guaranty shall be absolute and continuing. The obligations and liability of Guarantor shall not be discharged, released, affected or impaired by:

(i) Any change in the corporate (or other entity) existence, structure or ownership of Tenant, or any bankruptcy, insolvency, reorganization, liquidation, dissolution, winding up or other proceedings affecting Tenant, or the disaffirmance or rejection of the Lease in such proceedings, regardless of whether any or all of the foregoing is or are done or made with or without the consent of Guarantor or Landlord;

(ii) Any modification, amendment or other alteration of the Lease; any renewal or extension of the Lease; any assignment of the Lease; any sublease of all or a portion of the Premises; any expansion of the Premises; or any release of any other party liable for the Tenant Obligations or any release of security held by Landlord for the performance of the Tenant Obligations. Guarantor consents to any and all of the

foregoing, and this Guaranty shall apply to the Lease and the Tenant Obligations as modified, amended or otherwise changed pursuant to this clause (ii);

(iii) Any extension of time for the payment or performance of Tenant Obligations or any other waivers or indulgences that may be granted to Tenant; or

(iv) Any disability or other defense of Tenant, or the cessation from any other cause whatsoever of the liability of Tenant under the Lease.

(b) The obligations and liability of Guarantor under this Guaranty shall continue in effect until all Tenant Obligations have been fully paid, performed and satisfied. If at any time payment of any of the Tenant Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Tenant, the obligations of the Guarantor with respect to such payment shall be reinstated at such time as though such payment had not been made.

(c) All settlements, compromises, compositions and agreed balances made in good faith between Landlord and Tenant shall be binding on Guarantor.

5. Until all Tenant Obligations are fully paid, performed and satisfied, Guarantor (a) shall have no right of subrogation against Tenant by reason of Guarantor's performance under this Guaranty or monies or obligations owed by Tenant to Guarantor, (b) waives any right to enforce any remedy which Guarantor now has or may later have against Tenant by reason of Guarantor's performance under this Guaranty, and (c) subordinates all liabilities and indebtedness of Tenant now or later held by or owed to Guarantor to the Tenant Obligations.

6. If this Guaranty is held ineffective or unenforceable by any court of competent jurisdiction, Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint tenant with Tenant.

7. This Guaranty and the obligations of the Guarantor under this Guaranty shall not be modified, discharged, waived or terminated except by an agreement in writing signed by Guarantor and Landlord.

8. This Guaranty shall bind Guarantor and the heirs, executors, personal representatives, successors and assigns of Guarantor. This Guaranty may be freely assigned, transferred or hypothecated by Landlord and shall run in favor and inure to the benefit of Landlord, its successors and assigns, and each subsequent holder of Landlord's interest under the Lease. References to the term "Tenant" shall be deemed to include Tenant's heirs, executors, personal representatives, successors and assigns.

9. This Guaranty shall be governed by and construed in accordance with Virginia law. Guarantor agrees to be subject to the jurisdiction of the courts of Virginia and Guarantor waives any objection to personal jurisdiction in any suit, action or proceeding in such courts. Guarantor consents to process being served in any such suit, action or proceeding by the mailing of a copy thereof pursuant to the notice provisions of Paragraph 10 below.

If this Guaranty is enforced by suit or otherwise or if Landlord exercises any of its remedies under the Lease, Guarantor shall reimburse Landlord, upon demand, for all reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

10. Notices to the Guarantor shall be sent by certified or registered mail to the address of 400 Granby Street, Suite B, Norfolk, Virginia 23510 and shall be effective upon being deposited in the United

States mail, postage prepaid. Alternatively, notices may be sent by Federal Express or other recognized delivery service and shall be effective upon delivery to the above address. Guarantor may change the above address by giving written notice to Landlord in accordance with the notice provisions under the Lease.

11. Each Guarantor represents and warrants that he or she has the legal right and capacity to execute this Guaranty. Each Guarantor waives the benefit of his or her homestead exemption.

12. The obligations of each Guarantor shall be joint and several. The release of any one or more Guarantors shall not affect the liability of any remaining Guarantor not expressly released. Landlord may proceed against one or more Guarantors without releasing the remaining Guarantors.

13. TO THE FULLEST EXTENT PERMITTED BY LAW, GUARANTOR WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION RELATED TO THIS GUARANTY.

14. This Guaranty is made and executed under seal. The designation "(SEAL)" on this Guaranty shall be as effective as the affixing of an entity's seal physically hereto.

WITNESS the following signature(s) and seal(s) as of the day and year first above written.

**GUARANTOR:**

_____(SEAL)
Name: Maryann Jacobson

_____(SEAL)
Name: Angela Owens

COMMONWEALTH OF Virginia
CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of December, 2015 by Maryann Jacobson.

_____
Notary Public

My Commission Expires: 6/30/2017

[AFFIX NOTARIAL SEAL]

Deborah Ann Lord
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7577394
My Commission Expires June 30, 2017

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of December, 2015 by Angela Owens.

Notary Public

My Commission Expires: 6/30/2017

[AFFIX NOTARIAL SEAL]

Deborah Ann Lord
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7577394
My Commission Expires June 30, 2017

City of NORFOLK

C: Dir., Department of City Planning

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

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

Subject: **Special Exception for an entertainment establishment with alcoholic beverages at 9605 Granby Street, Suite A – Elegant Occasions**

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

**Ward/Superward: 5/6**

Approved: Marcus D. Jones, City Manager

**Item Number: R-1**

I. **Staff Recommendation: Denial.**

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

III. **Request:** Special exception – entertainment establishment with alcoholic beverages

IV. **Applicant: Elegant Occasions**

V. **Description:**

- Granting this request will allow a new banquet facility, Elegant Occasions, to serve alcoholic beverages and provide entertainment options to its patrons, in a space previously occupied East Coast Bicycles (retail) and Arianna's Café (take-away café).
- According to the 2005 Hampton Roads Joint Land Use Study (HR JLUS) evaluating the appropriate land uses near Naval Station Norfolk' Chambers Field, the site is located within an Accident Potential Zone (APZ-II) and the 65-70 DNL noise zone [2005 HR JLUS, revised 2010].
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* replicates the HR JLUS map and includes an action calling for the City to not support any increase in intensity of incompatible uses in those zones.
- The HR JLUS recommend land uses with "low density" occupancy levels; occupancy levels should in general be restricted to "50 persons per acre in APZ-II are...considered to be low density." Additionally, the HR JLUS indicates that "meeting places, auditoriums, etc. are not recommended." The approximately quarter acre site with a proposed occupant load of 80 persons equates to roughly 320 persons per acre on the site, which is more than six times more dense than the HR JLUS recommendation. The 3,543 square foot tenant space itself would potentially congregate patrons at a level over 20 times more dense than the HR JLUS recommendation.
- The C-2 district permits dozens of office and retail opportunities as a matter of right (e.g., take-out eatery, pharmacy, book store, antique store, hair salon, veterinarian office, dry cleaning), all of which would be allowed in the location for which this application has been submitted. Thus, the existence of the APZ and noise zones from Chambers Field do not, as has been alleged, diminish the economic value of the investment. Special Exceptions are a privilege, not a right. The decision as to whether to grant or not depends on the specific situation and location and whether or not conditions can be applied that would ameliorate the concerns that arise from

location and type of enterprise; in this case there are no conditions that can address the location within the APZ and the inherent added danger to the public from establishing a new public assembly use in the existing building.

- Citing the 2005 City Council approved Resolution which recognized that the HR JLUS report recommendations will help protect the public health, safety and welfare of our citizens, and given that *plaNorfolk2030* discourages any increase in intensity of incompatible uses within the Accident Potential Zones, staff recommends **denial** of the special exception request.

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

Attachments:

- Staff Report to CPC dated January 28, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: January 28, 2016**
Executive Secretary: George M. Homewood, AICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

| **Staff Report** | **Item No. 17** | |
|---|---|---|
| **Address** | **9605 Granby Street, Suite A** | |
| **Applicant** | **Elegant Occasions By Krista** | |
| **Request** | **Special Exception** | **Entertainment establishment with alcoholic beverages** |
| **Property Owner** | Blue Sky I, LLC (Michael Shipp) | |
| **Site Characteristics** | Site/Building Area | 11,103 sq. ft./3,543 sq. ft. of 5,420 sq. ft. retail space |
| | Future Land Use Map | Commercial |
| | Zoning | C-2 (Corridor Commercial) and APZ-2 (Accident Potential Zone) |
| | Neighborhood | West Ocean View/Pinewell |
| | Character District | Suburban |
| **Surrounding Area** | North | C-2: Ocean View Democratic Social Club |
| | East | C-2 and R-8 (Single-Family): offices and single-family home |
| | South | C-2: dentist office |
| | West | C-2 and R-12 (Medium Density Multi-Family): parking lot and fourplex |

## A. Summary of Request

- The site is located on the west side of Granby Street, between W. Balview Avenue and W. Seaview Avenue, in the West Ocean View.
- Granting this request will allow a new banquet facility, Elegant Occasions, to serve alcoholic beverages and provide entertainment options to its patrons, in a space previously occupied East Coast Bicycles (retail) and Arianna's Café (take-away café).

## B. Plan Consistency

- *plaNorfolk2030* designates this site as commercial.
- According to the 2005 Hampton Roads Joint Land Use Study (HR JLUS) evaluating the appropriate land uses near Naval Station Norfolk' Chambers Field, the site is located within an Accident Potential Zone (APZ-II) and the 65-70 DNL noise zone [2005 HR JLUS, revised 2010].
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* replicates the HR JLUS map and includes an action calling for the City to not support any increase in intensity of incompatible uses in those zones.
  - Retail sales and service uses are considered conditionally compatible within the APZ-II.
  - Assembly uses, such as churches, schools, and outdoor amphitheaters are not considered compatible within the APZ-II.
- While the site is designated commercial, since the proposed special exception would permit the existing retail sales and service space to be intensified and used as a place of assembly, it is not consistent with *plaNorfolk2030*.

## C. Zoning Analysis

### i. General

- The use is permitted in the C-2 district by special exception.
- In 2005, the City Council adopted Resolution 1,276, approving the HR JLUS.
  - "Whereas, the City Council recognizes that the findings and recommendations contained in the report will help protect the public health, safety and welfare of our citizens..." [2005 City Council Resolution 1,276].
- Within Table 3 – Air Installations Compatible Use Zones of the HR JLUS (Table 3), land uses are identified within APZ's as either:
  - "Yes," (compatible without restriction),
  - "Yes with restrictions" (generally compatible with restrictions),
  - "No" (prohibited) or,
  - "No with exception" (generally not ever permitted).
- The proposed use of the site for a "public assembly" is listed as a prohibited use within the APZ-II.
  - Notes for Table 3 within the HR JLUS recommend land uses with "low density" occupancy levels.
  - The Table 3 notes further indicate that occupancy levels should in general be restricted to "50 per acre in APZ-II are...considered to be low density,"

- Additionally, the Table 3 notes indicate that "meeting places, auditoriums, etc. are not recommended."
  - The approximately quarter acre site with a proposed occupant load of 80 persons equates to roughly 320 persons per acre on the site, which is more than six times more dense than the HR JLUS recommendation.
  - The 3,543 square foot tenant space itself would potentially congregate patrons at a level over 20 times more dense than the HR JLUS recommendation.

| | Previous (East Coast Bicycles) | Proposed (Elegant Occasions) |
|---|---|---|
| Hours of Operation and Hours for the Sale of Alcoholic Beverages | N/A | 9:00 a.m. until 10:00 p.m., Sunday through Thursday<br>9:00 a.m. until 12:00 a.m., Friday and Saturday |
| Capacity | N/A | 75 seats indoors<br>0 seats outdoors<br>80 total capacity |
| Entertainment | None | • Karaoke<br>• Comedian<br>• Poetry reading<br>• Disc jockey |

**ii.** Parking

*Automobile Parking*

- The site is located in an area zoned for commercial uses within the Suburban Character District, which requires one parking space per 150 square feet of enclosed building area for entertainment establishments.
- Currently there are ten parking spaces available on-site.
- The *Zoning Ordinance* promotes the reuse of existing buildings throughout the City by acknowledging all buildings constructed prior to 1992 as being vested from the basic parking minimum parking requirement of one space per 250 square feet. Therefore, the entire 5,420 square foot facility is vested for 22 parking spaces.
- The current parking regulations require 24 parking spaces for the proposed 3,543 square foot establishment, of which ten spaces are provided on-site and the remaining are considered vested under the current parking requirements.
- Off-street parking is shared amongst two uses in one structure.
  - However, at times when the entertainment establishment is operating the remaining office space will be closed.

*Bicycle Parking*

- Given the square footage of the establishment, the total bicycle parking requirement within the Suburban Character District is for two bike spaces.
  - A bike rack or pole will have to be provided sufficient to accommodate at least two bicycles on the site within clear view of the main entrance.

**iii.** Flood Zone

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

**D. Transportation Impacts**

- Institute of Transportation Engineers (ITE) figures estimate that this use will generate 129 new vehicle trips per day.
- Based upon ITE data, the prior retail use on this site would be expected to generate 233 weekday trips while the proposed entertainment use on the site would be expected to generate 362 trips on weekdays.

**E. Historic Resources Impacts**

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

**F. Public Schools Impacts**

This site is located within the Ocean View Elementary School, Northside Middle School, and Granby High School Attendance Zones.

**G. Environmental Impacts**

- The site has adequate landscaping installed along Granby Street and there doesn't appear to be any more opportunities for additional landscaping to this existing site.
  - A condition will be added that requires that the existing landscaping be maintained.
- The new trash enclosure will be screened and landscaping installed along the base.

**H. Surrounding Area/Site Impacts**

- The site is located along a busy thoroughfare and is surrounded by a mix of commercial, office and residential uses nearby.
- An opaque landscape buffer exists, and must be maintained, along the western property line to shield the parking area from the limited residential exposure to the southwest.
- By requiring this use to conform to the conditions listed below, the proposed entertainment establishment should not have a negative impact on the surrounding neighborhood.
- Over the past year there have been two calls for police service with no arrests made.
  - The calls were both related to issues with the building's alarm system.

**I. Payment of Taxes**

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

**J. Civic League**

Notice was sent to the West Ocean View and Pinewell Civic League on December 16.

**K. Communication Outreach/Notification**

- Legal notice was posted on the property on December 15.
- Letters were mailed to all property owners within 300 feet of the property on January 15.
- Notice was sent to Naval Station Norfolk – Chambers Field on January 11.
- Legal notification was placed in *The Virginian-Pilot* on January 14 and January 21.

**L. Recommendation**

- Citing the 2005 City Council approved Resolution which recognized that the HR JLUS report recommendations will help protect the public health, safety and welfare of our citizens, and given that *plaNorfolk2030* discourages any increase in intensity of incompatible uses within the Accident Potential Zones, staff recommends **denial** of the special exception request.
- Should the special exception request be approved, staff recommends the following conditions:

**Entertainment Establishment – Conditions**

(a) The hours of operation for the establishment, for the sale of alcoholic beverages, and for entertainment shall be limited to 9:00 a.m. until 10:00 p.m., Sunday through Thursday, and from 9:00 a.m. until 12:00 midnight, Friday and Saturday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not be less than 65 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 80 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B." Any tables, chairs, booths, stools or other movable furniture may be relocated provided that it remains only within the shaded areas, and the unshaded accesses, aisles, and other areas shown on the floor plans shall remain unobstructed.

(d) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever

is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

(e) Entertainment shall be limited to karaoke, comedian, poetry reading and disc jockey. No other form of entertainment is permitted.

(f) The dance floor shall not exceed 144 square feet and shall be located as indicated on the basic floor plan attached hereto and marked as "Exhibit B." The dance floor shall be constructed of a different material than the primary floor material.

(g) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B."

(h) No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided.

(i) The establishment shall maintain a current, active business license at all times while in operation.

(j) The establishment shall remain current on all food and beverages taxes and business personal property taxes which may become due while it is in operation.

(k) No public telephone(s) shall be permitted on the exterior of the property. Any public phone(s) on the interior of the building shall be located in an area within full view of the establishment's staff and shall not be permitted within any restroom.

(l) If located anywhere outside the building, the trashcan receptacles shall be screened by a trash receptacle enclosure to meet the following standards:

a. The trash receptacle enclosure shall not be located within any required yard.

b. Any outdoor trash receptacle enclosure shall include a six (6) foot solid wood fence with a locking gate and a concrete walkway.

c. A six (6) foot wide landscaped perimeter shall be installed and maintained around any outdoor trash receptacle enclosure with final landscape species, placement and condition upon installation to be reviewed and approved by the Department of Recreation, Parks and Open Space.

(m) All landscaping installed on the site premises shall be maintained in a healthy growing condition at all times and shall be replaced when necessary.

(n) During all hours of operation, the establishment operator shall be responsible for maintaining those portions of public rights-of-way improved by sidewalk and portions of any parking lot adjacent to the premises regulated by the special exception so at to keep such areas free of litter, refuse, solid waste, and any bodily discharge.

(o) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing and its availability shall be made known to patrons via either a printed card placed on each table and on the bar or a description printed on the menu.

(p) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(q) The business authorized by this special exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this special exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new special exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(r) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this special exception. This special exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(s) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(t) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(u) In addition to the ABC manager or supervisor the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

(v) No patrons or guests shall be charged a cover charge or fee for entry to the establishment.

(w) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:

(1) This special exception;

(2) Any ABC license(s);

(3) Any occupancy permit(s);

(4) Certifications of all persons who work on the premises as a security guard;

(5) All fire code certifications, including alarm and sprinkler inspection records;

(6) Any health department permit(s);

(7) The emergency action plan required under the Fire Prevention Code;

(8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time;

(9) The establishment's designated driver program; and

(10) The establishment's Security Plan.

(x) The business shall provide in-house security or retain the services of a licensed security firm to provide security services at a rate of one security guard per 50 guest occupants on the property whenever occupancy shall exceed 60 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p. m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(y) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

**Attachments**

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
2005 City Council adopted Resolution 1,276 to adopt the HR JLUS
AICUZ map
HR JLUS – Suggested Land Use Compatibility in APZs
Notice to the West Ocean View and Pinewell Civic League
Notice to the Commanding Officer, Naval Station Norfolk

## Proponents and Opponents

### Proponents

Jen Stringer
8834 Granby Street
Norfolk, VA 23503

Richard Levin
610 Pembroke Avenue
Norfolk, VA 23517

Michael Shipp
9605 Granby Street
Norfolk, VA 23503

Krista Hines
9605 Granby Street
Norfolk, VA 23503

Kenneth Hines
9605 Granby Street
Norfolk, VA 23503

### Opponents

Steve Jones
1530 Gilbert Street
Norfolk, VA 23511

Commander Albon Head
Air Operations Officer
1530 Gilbert Street
Norfolk, VA 23511

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

R-17

# ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN ENTERTAINMENT ESTABLISHMENT WITH ALCOHOLIC BEVERAGES KNOWN AS "ELEGANT OCCASIONS BY KRISTA" ON PROPERTY LOCATED AT 9605 GRANBY STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to Elegant Occasions by Krista, LLC authorizing the operation of an entertainment establishment with alcoholic beverages named "Elegant Occasions By Krista" on property located at 9605 Granby Street. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 98 feet, more or less, along the western line of Granby Street beginning 50 feet, more or less, from the southern line of West Balview Avenue and extending southwardly; premises numbered 9605 Granby Street, Suite A.

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

(a) The hours of operation for the establishment, for the sale of alcoholic beverages, and for entertainment shall be limited to 9:00 a.m. until 10:00 p.m. Sunday through Thursday and from 9:00 a.m. until 12:00 midnight on Friday and Saturday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not be less than 65 seats indoors, shall not include any seats outdoors, and the total occupant capacity, including employees, shall not exceed 80 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the

Department of Planning.

(c) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B."

(d) This special exception shall terminate in the event of a change in ownership of the establishment and may be revoked in the event of a change in the operation or management of the establishment as described in the Description of Operations set forth in "Exhibit A," attached hereto, provided that no termination in the event of a change in ownership of the establishment shall be effective until 120 days after the change or until a new special exception is granted showing the new owner, whichever is earlier. Notwithstanding the above, no violation of this condition shall be deemed to have occurred if the only change in management is a result of one or more of the members of the management team identified in the Description of Operations ceasing to work at the establishment.

(e) Entertainment shall be limited to karaoke, comedian, poetry reading and disc jockey. No other form of entertainment is permitted.

(f) The dance floor shall not exceed 144 square feet and shall be located as indicated on the "Option A" floor plan attached hereto and marked as "Exhibit B." The dance floor shall be constructed of a different material than the primary floor material.

(g) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B."

(h) No door to the establishment which opens onto or faces a public right-of-way shall be propped open during any time that entertainment is being provided.

(i) The establishment shall maintain a current, active business license at all times while in operation.

(j) The establishment shall remain current on all food and beverages taxes and business personal property

taxes which may become due while it is in operation.

(k) No public telephone(s) shall be permitted on the exterior of the property. Any public phone(s) on the interior of the building shall be located in an area within full view of the establishment's staff and shall not be permitted within any restroom.

(l) If trash containers are located anywhere outside the building, they shall be screened by an enclosure that complies with all of the following:

(1) The enclosure shall not be located within any required yard.

(2) Any enclosure shall consist if a solid, wood fence not less than six (6) feet in height with a locking gate and a concrete walkway for access.

(3) A landscaped perimeter not less than six (6) feet in width shall be installed and maintained around the enclosure, and the species, placement, and condition upon installation of the plants used must be approved by the Department of Recreation, Parks and Open Space prior to installation.

(m) All landscaping installed on the site premises shall be maintained in a healthy growing condition at all times and shall be replaced when necessary.

(n) During all hours of operation, the establishment operator shall be responsible for maintaining those portions of public rights-of-way improved by sidewalk and portions of any parking lot adjacent to the premises regulated by the special exception so at to keep such areas free of litter, refuse, and both solid and liquid waste.

(o) The establishment shall maintain a designated driver program which shall provide, at minimum, that designated drivers may be served non-alcoholic beverages at no charge. The establishment shall describe the program in writing and its availability shall be made known to patrons via either a printed card placed on each table and on

the bar or a description printed on the menu.

(p) A menu shall be provided containing an assortment of foods which shall be made available at all times the establishment is open. A food menu and full dining service shall be available at the bar.

(q) The business authorized by this special exception shall be conducted in accordance with the Description of Operations set forth in "Exhibit A," attached hereto. The representations made in "Exhibit A" shall be binding upon all owners, operators and managers who operate and/or manage the premises covered by this special exception. Should any owner, operator or manager desire to operate the business in a manner different than as represented in "Exhibit A," a new special exception must be obtained prior to implementing such change. Where any limitation or representation contained in "Exhibit A" is inconsistent with any condition of this ordinance, the conditions of this ordinance shall govern.

(r) The violation of any requirement, limitation, or restriction imposed by the Virginia ABC Commission shall be deemed a violation of this special exception. This special exception may be revoked for any violation of a general or specific condition, including a condition incorporated by reference and including a condition arising from requirements, limitations, or restrictions imposed by the ABC Commission or by Virginia law.

(s) Neither the establishment nor any portion of it shall be leased, let, or used by any third party to stage an event for profit. No outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(t) An ABC manager, employed and compensated by the applicant, shall be present at all events held on the premises. This manager shall supervise the event at all times. The ABC manager shall be present on the premises at least one hour prior to the beginning of the event and shall remain on the premises until the event is concluded and the

establishment is secured and locked. If alcohol is not served or consumed, a responsible supervisor, employed and compensated by the applicant, shall perform this function.

(u) In addition to the ABC manager or supervisor the applicant shall provide such additional paid staff as may be necessary to coordinate, supervise, and manage any event held on the premises.

(v) No patrons or guests shall be charged a cover charge or fee for entry to the establishment.

(w) A binder or folder containing documentation relating to the operation of the establishment shall be kept on the premises at all times and shall be produced upon request made by any person. For purposes of this section, the documentation relating to the operation of the establishment shall include copies of the following:

(1) This special exception;

(2) Any ABC license(s);

(3) Any occupancy permit(s);

(4) Certifications of all persons who work on the premises as a security guard;

(5) All fire code certifications, including alarm and sprinkler inspection records;

(6) Any health department permit(s);

(7) The emergency action plan required under the Fire Prevention Code;

(8) The names, addresses, and phone numbers of all persons who manage or supervise the establishment at any time;

(9) The establishment's designated driver program; and

(10) The establishment's Security Plan.

(x) The business shall provide in-house security or retain the services of a licensed security firm to provide security services at a rate of one security guard per 50 guest occupants on the property whenever occupancy shall exceed 60 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p. m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(y) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

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.

ATTACHMENTS:
Exhibit A (5 pages)
Exhibit B (2 pages)

Exhibit A

# EXHIBIT "A"
## Description of Operations
## Entertainment Establishment
## (Please Print)

Date October 21, 2015

Trade name of business Elegant Occasions By Krista

Address of business 9605 Granby St.

Name(s) of business owner(s)* Krista & Kenneth Hines - Elegant Occasions By Krista, LLC

Name(s) of property owner(s)* Michael Shipp - Blue Sky I, Inc

Name(s) of business manager(s)/operator(s) Krista & Kenneth Hines

Daytime telephone number (757) 610-3856

*If business or property owner is a partnership, all partners must be listed.
*If business or property owner is an LLC or Corporation, all principals must be listed.

1. Proposed Hours of Operation:

| Facility | | | Alcoholic Beverage Sales and Entertainment | | |
|---|---|---|---|---|---|
| Weekday | From 9am | To 10pm | Weekday | From 9am | To 10pm |
| Friday | From 9am | To 12am | Friday | From 9am | To 12am |
| Saturday | From 9am | To 12am | Saturday | From 9am | To 12am |
| Sunday | From 9am | To 10pm | Sunday | From 9am | To 10pm |

2. Type of ABC license applied for (check all applicable boxes):
   ☑ On-Premises ☐ Off-Premises (second application required)

3. Type of alcoholic beverage applied for:
   ☑ Beer ☑ Wine ☑ Mixed Beverage

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

4. Will video games, pool tables, game boards or other types of games be provided?
☐ Yes (If more than 4, additional application required) ☑ No

4a If yes, please describe type and number of each game to be provided:

_____

_____

5. Will patrons ever be charged to enter the establishment?
☐ Yes ☑ No

5a. If yes, why:

_____

_____

5b. Which days of the week will there be a cover charge (circle all applicable days):

Monday Tuesday Wednesday Thursday Friday
Saturday Sunday

6. Will the facility or a portion of the facility be available for private parties?
☑ Yes ☐ No

6a. If yes, explain:
Weddings, rehearsal dinners, bridal showers, Baby showers, meetings, and birthday parties

7. Will a third party (promoter) be permitted to lease, let or use the establishment?
☐ Yes ☑ No

7a. If yes, explain:

_____

_____

8. Will there ever be a minimum age limit?
☐ Yes ☑ No

**9.** Additional comments/description/operational characteristics or prior experience:

_____

_____

Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

**Signature of Applicant**

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

**Exhibit A – Floor Plan(s) Worksheet**
**Entertainment Establishment**

Plan A: Entertainment

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan(s) must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Disc Jockey/Band/Entertainment area)
  - Outdoor seating
  - Total maximum capacity (including employees)

1. Total capacity

   a. **Indoor**
   Number of seats (not including bar seats) 65
   Number of bar seats Ø
   Standing room 10

   b. **Outdoor**
   Number of seats Ø

   c. **Number of employees** 5

**Total Occupancy**
**(Indoor/Outdoor seats, standing room and employees) =** 80

2. Entertainment
   List ANY type of entertainment proposed other than a ~~3-member live band~~, karaoke, comedian, or poetry reading.

DJ

3. Will a dance floor be provided? (TEMPORARY/REMOVABLE DANCE FLOOR)
   ☒ Yes ☐ No

   3a. If yes,
   Square footage of establishment 3,543 SF
   Square footage of dance floor 144 SF (04%)

- If a disc jockey is proposed, a dance floor must be provided.
- If the dance floor is more than 10% of the square footage of the establishment, a Dance Hall permit is required.

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

**Exhibit A – Floor Plan(s) Worksheet**
**Entertainment Establishment**

Plan B: No Entertainment

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan(s) must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Disc Jockey/Band/Entertainment area)
  - Outdoor seating
  - Total maximum capacity (including employees)

1. Total capacity

   a. **Indoor**
   Number of seats (not including bar seats) 75
   Number of bar seats Ø
   Standing room Ø

   b. **Outdoor**
   Number of seats Ø

   c. **Number of employees** 5

**Total Occupancy**
**(Indoor/Outdoor seats, standing room and employees) =** 80

2. Entertainment
   List ANY type of entertainment proposed other than a 3 member live band, karaoke, comedian, or poetry reading.

NONE

3. Will a dance floor be provided?
   ☐ Yes ☒ No

   3a. If yes,
   Square footage of establishment 3,543 sf
   Square footage of dance floor 0 SF.

- If a disc jockey is proposed, a dance floor must be provided.
- If the dance floor is more than 10% of the square footage of the establishment, a Dance Hall permit is required.

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

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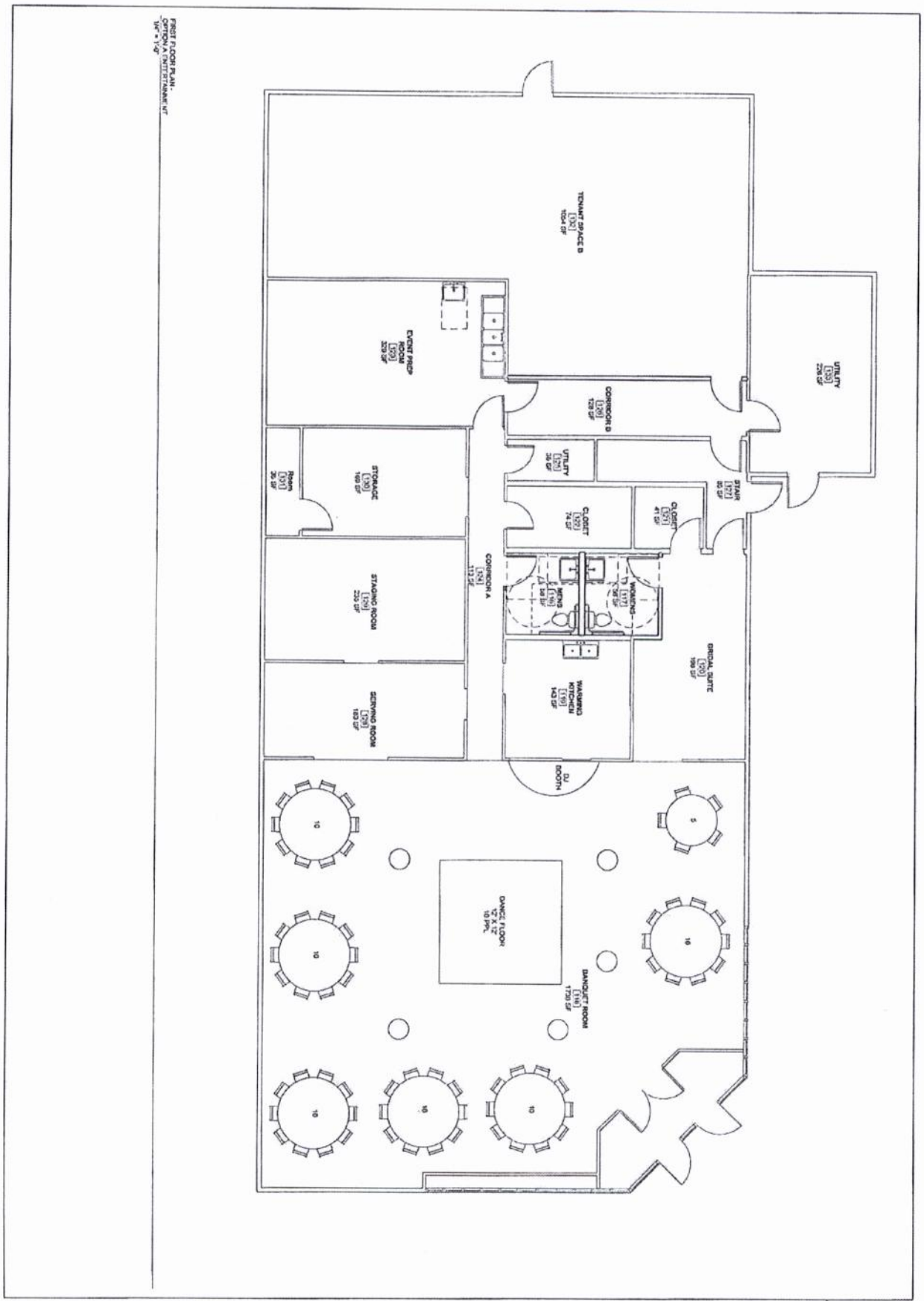
**Exhibit B**




# RENOVATIONS TO 9605 GRANBY ST.

9605 GRANBY ST.
NORFOLK, VA 23503

FIRST FLOOR PLAN OPTION A

DESIGNER OF RECORD:
Architectural Innovations

REVISIONS:

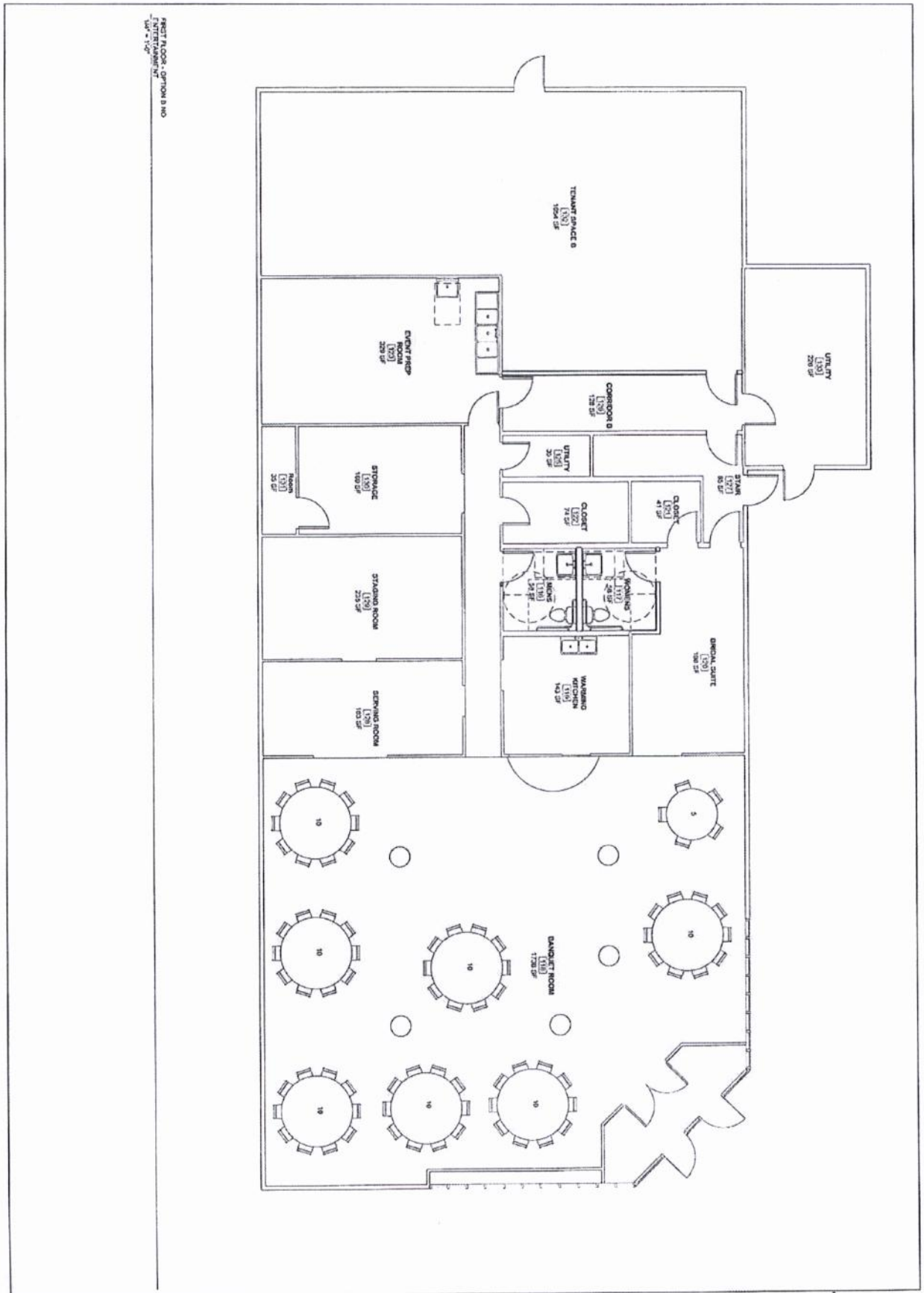
FOR THE PEOPLE PROJECTS, LLC

DATE: 12-14-15
PROJECT NO: 2015 - 116
DRAWN BY: JCG

A101

01 of 2

2015-12-11 9:24:34 AM




# RENOVATIONS TO 9605 GRANBY ST.

9605 GRANBY ST.
NORFOLK, VA 23503

FIRST FLOOR PLAN OPTION B

DESIGNER OF RECORD:
Architectural Innovations

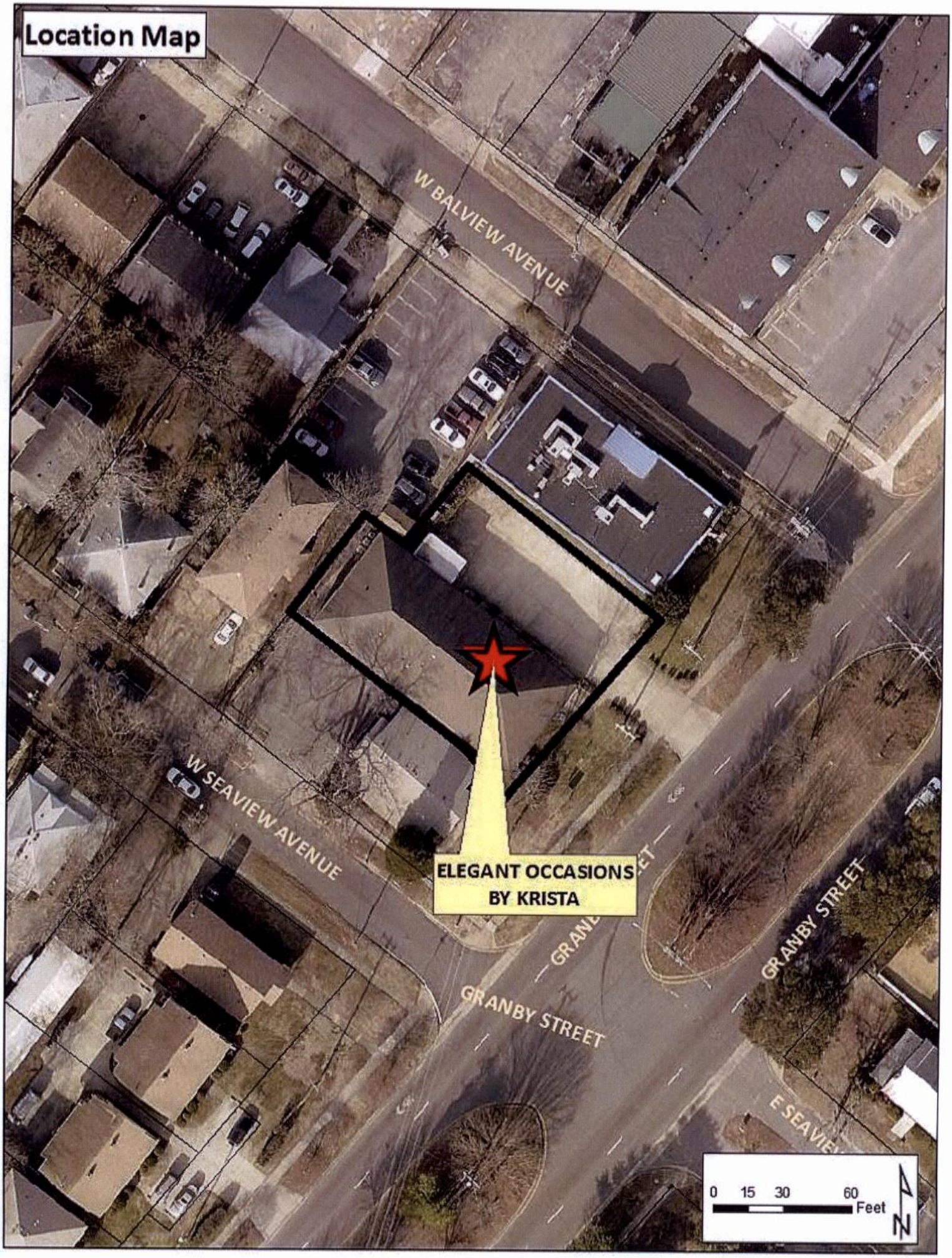
REVISIONS:

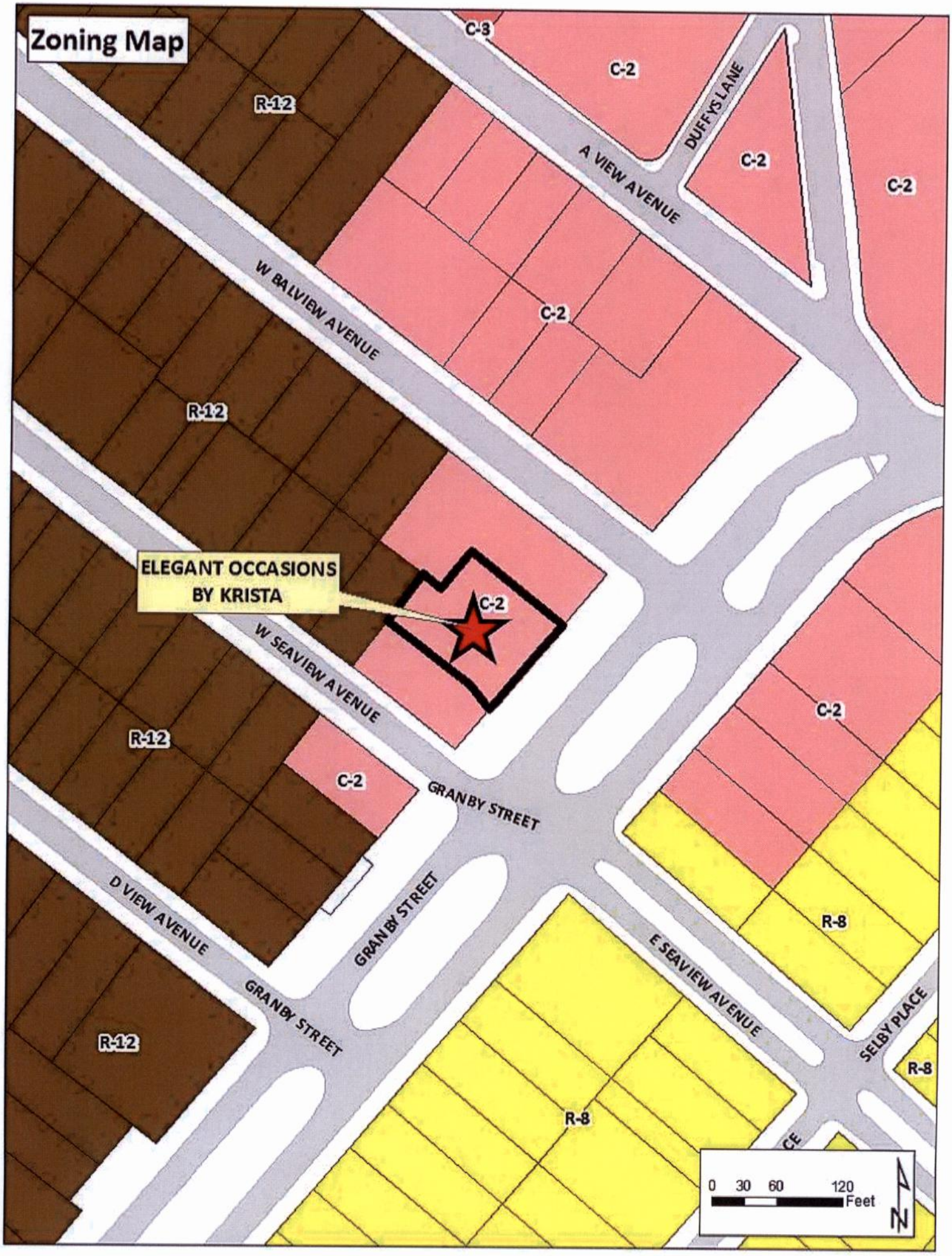
FOR THE PEOPLE PROJECTS, LLC

DATE: 12-14-15
PROJECT NO: 2015 - 116
DRAWN BY: JCS

A102

2 of 2


Location Map
W BALVIEW AVENUE
W SEAVIEW AVENUE
ELEGANT OCCASIONS
BY KRISTA
GRANBY STREET
GRANBY STREET
0 15 30 60
Feet
N


Zoning Map
C-3
C-2
DUFFYS LANE
A VIEW AVENUE
C-2
C-2
R-12
W BALVIEW AVENUE
C-2
R-12
ELEGANT OCCASIONS
BY KRISTA
C-2
W SEAVIEW AVENUE
C-2
R-12
C-2
GRANBY STREET
D VIEW AVENUE
GRANBY STREET
R-8
E SEAVIEW AVENUE
SELBY PLACE
R-12
R-8
R-8
0 30 60 120
Feet
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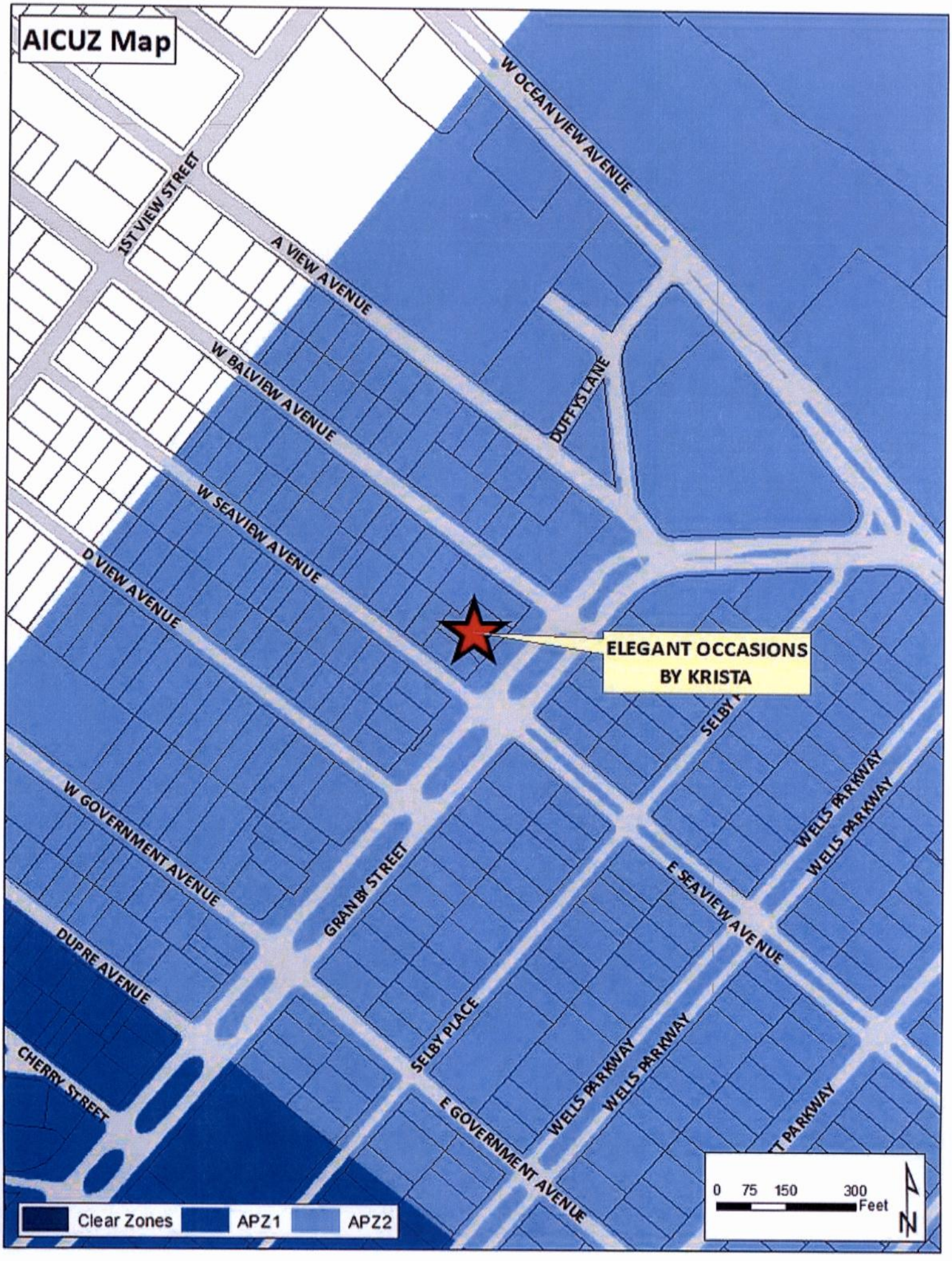
AICUZ Map
W OCEAN VIEW AVENUE
1ST VIEW STREET
A VIEW AVENUE
W BALVIEW AVENUE
DUFFYS LANE
W SEAVIEW AVENUE
D VIEW AVENUE
ELEGANT OCCASIONS
BY KRISTA
SELBY
WELLS PARKWAY
WELLS PARKWAY
W GOVERNMENT AVENUE
GRANBY STREET
E SEAVIEW AVENUE
DUPRE AVENUE
SELBY PLACE
CHERRY STREET
WELLS PARKWAY
WELLS PARKWAY
E GOVERNMENT AVENUE
Clear Zones
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APZ2
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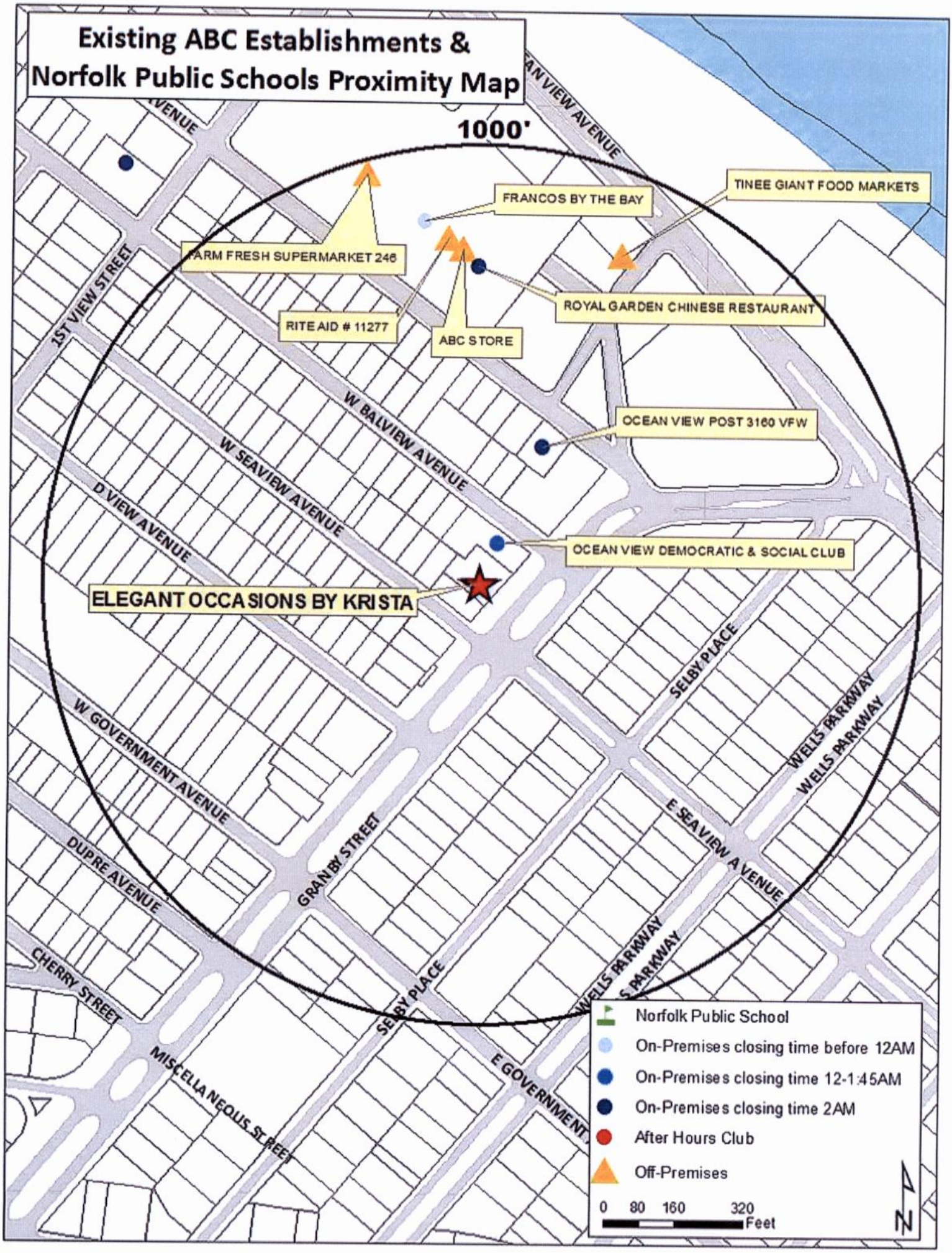

Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
FRANCOS BY THE BAY
TINEE GIANT FOOD MARKETS
FARM FRESH SUPERMARKET 246
ROYAL GARDEN CHINESE RESTAURANT
RITE AID # 11277
ABC STORE
OCEAN VIEW POST 3160 VFW
OCEAN VIEW DEMOCRATIC & SOCIAL CLUB
ELEGANT OCCASIONS BY KRISTA
1ST VIEW STREET
W BALVIEW AVENUE
W SEAVIEW AVENUE
D VIEW AVENUE
W GOVERNMENT AVENUE
DUPRE AVENUE
CHERRY STREET
GRANBY STREET
SELBY PLACE
WELLS PARKWAY
E SEA VIEW AVENUE
E GOVERNMENT
MISCELLANEOUS STREET
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

**APPLICATION**
**ADULT USE SPECIAL EXCEPTION**
**ENTERTAINMENT ESTABLISHMENT**
**(Please Print)**

Date October 21, 2015

**DESCRIPTION OF PROPERTY**

Address 9605 Granby Street

Existing Use of Property Retail and Cafe

Proposed Use Meeting Space for less than 70 people

Current Building Square Footage 5420

Proposed Building Square Footage 3543

Trade Name of Business (If applicable) Elegant Occasions By Krista, LLC

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

1. Name of applicant: (Last) Hines (First) Krista and Kenneth (MI) S.

Mailing address of applicant (Street/P.O. Box): 4008 River Breeze Circle

(City) Chesapeake (State) VA (Zip Code) 23321

Daytime telephone number of applicant (757) 610-3856 Fax ( )

E-mail address of applicant: elegantoccasionsbykrista@yahoo.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) STRINGER (First) JENNIFER (MI) C.

Mailing address of applicant (Street/P.O. Box): 8834 GRANBY ST.

(City) NORFOLK (State) VA (Zip Code) 23503

Daytime telephone number of applicant (757) 828-5911 Fax ( )

E-mail address of applicant: jen@forthepeopleprojects.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) Shipp (First) Michael (MI)

Mailing address of property owner (Street/P.O. box): 407 Sinclair Street

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

Daytime telephone number of owner (757) 692-8885 email: mike@eastcoastbicycles.com

**CIVIC LEAGUE INFORMATION**

Civic League contact: Ocean View C.L. + Greater Pinewell C.L.

Date(s) contacted: 12.2.15

Ward/Super Ward information: WARD 2 / SUPER WARD 6.

## REQUIRED ATTACHMENTS

---

**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:** Michael **Sign:** _____ 10/23/15
(Property Owner or Authorized Agent of Signature) (Date)

**Print name:** Krista Hines **Sign:** _____ 10/22/15
(Applicant) (Date)
Kenneth Hines 10/22/15

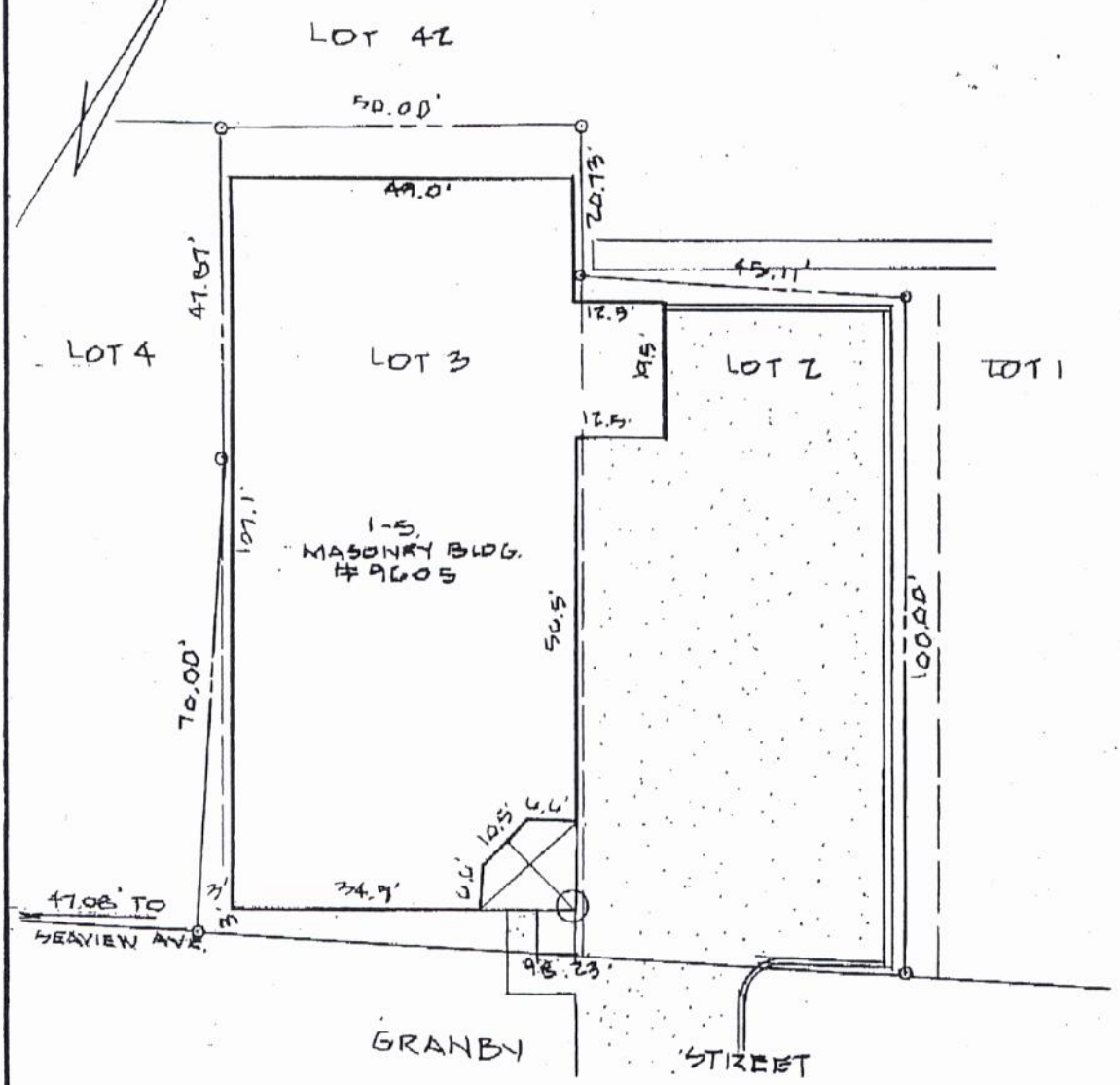
ONLY NEEDED IF APPLICABLE:

**Print name:** JENNIFER STRINGER **Sign:** _____ 12/13/15
(Authorized Agent Signature) (Date)

THIS IS TO CERTIFY THAT I, ON 7/5/06 SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT.

THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS, EXCEPT AS SHOWN.

G. CLIFFORD FREEMAN, II




THIS LOT APPEARS TO BE LOCATED IN FLOOD HAZARD ZONE C AS DETERMINED BY THE F.I.A. FLOOD HAZARD MAP IN EFFECT.

THIS IS TO CERTIFY THAT THIS SURVEY REFERS TO THE SAME LOT AS SET FORTH BY PLAT DATED — AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESAPEAKE VIRGINIA IN MAP BOOK 7 PAGE 90.

COMMONWEALTH OF VIRGINIA
G. Clifford Freeman, II
Certificate No.
1107 &
1430-B
7/5/06
CERTIFIED LAND SURVEYOR

PHYSICAL SURVEY
OF

**LOT 3 & PART OF LOTS 2 & 4**
**PLAT SHOWING SUBDIVISION OF**
**LOTS 21, 22, 43 & 44, BLOCK C**
**OCEAN VIEW RESIDENCE PARK CORP.**
**NORFOLK, VIRGINIA**
**FOR**
**BLUE SKY, INC.**

FREEMAN AND ASSOCIATES
LAND SURVEYORS
PORTSMOUTH, VIRGINIA
TEL: (757) 399-8105

SURVEYED: 7/5/06 SCALE: 1" = 20'

12/14/15

To Whom it May Concern:

I am the property owner of Family Dentistry John B. Lapetina, D.D. S. & Associates at 9601 Granby Street Norfolk, Va. 23503 and I give permission for Elegant Occasions by Krista LLC. to use 2 parking spaces as needed at 9605 Granby Street Norfolk, Va.23503. During Business hours when business is not being operated at 9601 Granby Street, all open parking spots may be used. Please contact me with any questions.

Respectfully,

John B. Lapetina Jr
D.D.S

13 December 2015

SECURITY PLAN

FOR
Elegant Events By Krista
9605 Granby St.
Norfolk, VA 23503

**Definition of "Security"**

Security is the act of protecting against any violation of the law as defined by the U. S. Constitution, Federal Regulations, and State Regulation. Security is also the act of protecting against anything that is seen harmful or offensive as well as anything perceived in that manner.

**Goals:**

- Lay out the structure of the security team
- Defines how members of the security team are to interact with the establishment and patrons of the establishment
- Establish a security plan
- Explain the way to execute the plan
- Define and execute internal and external procedures to mitigate issues

**Features of the Plan:**

**Security Team:**

The security will be provided by a Virginia Department of Criminal Justice Service registered agency, licensed to provide armed security protection to businesses under a contract.

**Rules and Regulations:**

The age limits will vary. We will be doing pat downs to prevent the admittance of any weapons or controlled substances. If those items are found or any violation the individual will be asked to leave the premise. If there continue to be violations the Norfolk Police Department will be contacted at (757) 441-5610 to provide with assistance.

Dress Code:

- No White Tees
- No baggy clothes
- No Gang associated appeal
- No backwards facing ball caps
- Nice polo or button up shirt
- Nice jeans or casual dress pants

Once someone has one has been identified as an over intoxicated individual they will be cut off by Catering staff. If the catering staff is not aware of this, the security team will bring this to their attention then handle accordingly. If an individual becomes unruly they will be escorted off the premises. If an individual is in a smoke free part of the establishment they will be asked to move to a smoking section of the establishment.

13 December 2015

**Access:**

There is onsite parking and it will be patrolled by an armed security officer. There is pedestrian access that is public access area that is protected by Norfolk Police Department.

**Integration:**

There will be complete cooperation with any Federal, State, or Local agent that is properly identified themselves as so. If there is issues or concerns from the neighborhood or businesses will be handled accordingly.

**Uniform for Security Team**

Proper Staffing Security's uniforms consist of a solid color shirt that has 'SECURITY' across the chest and back with professional looking pants or nice looking jeans. On special event that are upscale type of events then nice button down shirt and dress pants with a badge that says security enforcement officer either clipped to their belt or on a necklace device that hangs around the neck. Jacket and or suit are applicable.

**Security Team:**

**Personnel:**

[Describe the composition of the security and/or staff team, indicating the title of each position, the number of persons assigned to each position and the duties and responsibilities of each position.]

- At least 1 Door Security Person.
- At least 1 Roving Security Person.

At all times, at least one of the persons in each of the designated positions shall be certified by the Virginia Department of Criminal Justice Services (DCJS).

**General Duties and Responsibilities:**

Each member of the Security Team will be trained to set up and control queuing in accordance with any floor plans approved through the City's special exception process. All members shall work in concert to maintain order within the facility and outside in the immediate surroundings so as to prevent any activity which would interfere with the quiet enjoyment of nearby property owners or leaseholders.

All team members will coordinate with any personnel who may be hired by the property owner to provide security immediately outside of the facility and will be responsible for communicating wait times and cut-offs for any prospective patron queuing up to gain entry.

**Security Team Leader:**

- Maintains communication with staff of establishment
- Maintain communication with any agency that is needed
- Maintain communication with leadership with Proper Staffing Security
- Will confirm with the establishment's management and the Proper Staffing Security staff to have a schedule for the week

- Supervise all other security team members and monitors all members' compliance with this Security Plan
- Enforce occupancy limits in accordance with any floor plans approved through the City's special exception process. The Leader may rely on information about the number of patrons entering and leaving the facility that might be gathered by other members of the security team.
- Rove entire venue during operating hours to ensure patron flow and maintenance of open aisles and clear pathways to exits.
- Coordinate configuration of the floor plan on a daily basis under the direction of the General Manager and in accordance with any floor plans approved through the City's special exception process.
- Provide or arrange security accompaniment for employees departing at the end of their shift.
- During emergency evacuation, ensure that all security team members are properly executing emergency duties and responsibilities.
- Maintain CPR certification.

**Door Security:**

- Enumerate each duty which falls exclusively within the role of this position.
- Control activity at main entrance(s) at all times, monitoring entry of patrons and maintaining a clear egress.
- Control access to the venue.
- Check for proper identification of patrons seeking admission.
- Enforce dress code, age limitation, legitimacy of identification cards and code of conduct.
- Enforce restrictions on contraband by employing one or more of the following techniques: searching of bags/purses, metal-detector wands, pat-downs, walk-through metal detectors.
- Keep count all persons entering and leaving the club.
- During emergency evacuation, direct patrons out of exits and to a location far enough from the building to be safe and to allow room for other patrons to continue to move away from the building and assemble.
- Maintain CPR certification.

**Stationary and Roving Security:**

- Enumerate each duty which falls exclusively within the role of this position.
- Monitor continual compliance with Virginia ABC regulations.
- Identify and address hazards as they arise throughout the facility.
- Maintain security around bar area(s).
- Maintain security in restroom corridor.
- Rove entire venue during operating hours to ensure patron flow and maintenance of open aisles and clear pathways to exits.
- Regularly check emergency exits to ensure they are clear and accessible.
- During emergency evacuation, report to direct those in dance floor and stage areas to use rear exits.
- Maintain CPR certification.

**Communication:**

Officer will use line of sight, word or mouth, and flash lights to communicate with each other. To contact for support to the facility will be conduct via a phone to the appropriate team for that support.

**Electronic Security:**

No electronic security is provided at this time.

**Emergency Evacuation Plan:**

The team will be placed at key location in the establishment and or premises to effectively get everyone out calmly and peacefully.

03/07/04-nrk

Form CCO-005

Form and Correctness Approved:

By _____
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By _____
DEPT.

# Resolution 1,276

R-10

A RESOLUTION APPROVING THE REPORT OF THE JOINT LAND USE STUDY IN WHICH THE CITY PARTICIPATED WITH THE CITIES OF CHESAPEAKE AND VIRGINIA BEACH, AND WITH THE UNITED STATES NAVY AND THE HAMPTON ROADS PLANNING DISTRICT COMMISSION.

- - -

WHEREAS, by ordinance number 41,331 adopted on February 24, 2004, the City Council authorized the City's participation in a Joint Land Use Study initiated and coordinated by the Office of Economic Adjustment of the Department of Defense, with the participation also of the Navy, the Hampton Roads Planning District Commission and the cities of Chesapeake and Virginia Beach; and

WHEREAS, a final Joint Land Use Study report was issued in March 2005; and

WHEREAS, the report includes recommendations for the adoption of regional goals and local policies intended to promote cooperative and compatible land use planning, to minimize the impact of military operations in proximity of naval air force bases, to prevent land use that would interfere with operations of the United States Navy and to increase citizen awareness of the impact of these operations; and

WHEREAS, the City Council recognizes that the findings and recommendations contained in the report will help protect the public health, safety and welfare of our citizens; now, therefore,

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

Section 1:- That the Council approves the final report of the Joint Land Use Study.

Section 2:- That this resolution shall be in effect from and after its adoption.

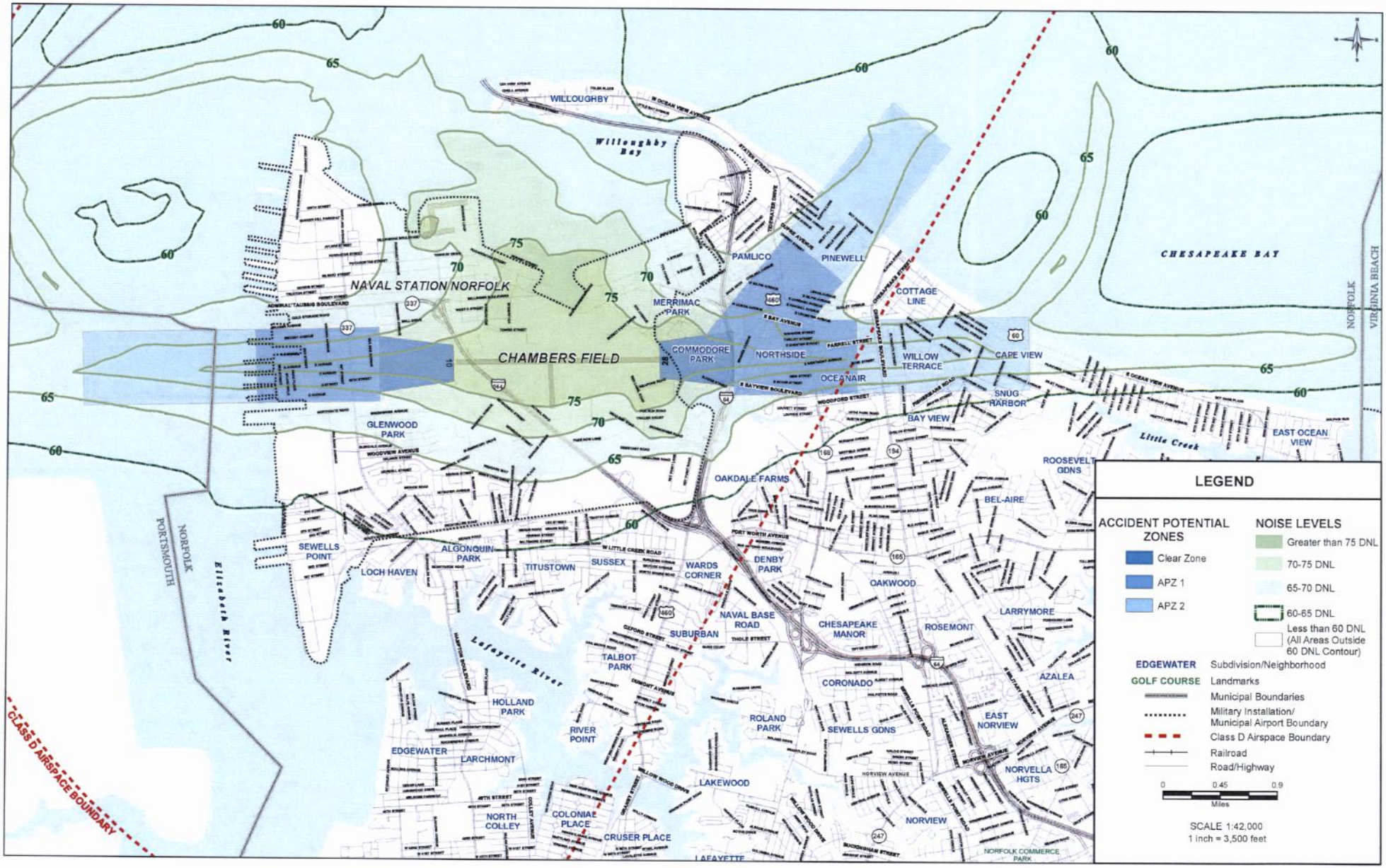

NAVAL STATION NORFOLK
CHAMBERS FIELD
CHESAPEAKE BAY
Willoughby Bay
Lafayette River
Elizabeth River
NORFOLK
PORTSMOUTH
VIRGINIA BEACH
WILLOUGHBY
PAMLICO
PINEWELL
COTTAGE LINE
MERRIMAC PARK
COMMODORE PARK
NORTHSIDE
OCEANAIR
WILLOW TERRACE
CAPE VIEW
SNUG HARBOR
BAY VIEW
EAST OCEAN VIEW
ROOSEVELT GDNS
OAKDALE FARMS
BEL-AIRE
GLENWOOD PARK
SEWELLS POINT
LOCH HAVEN
ALGONQUIN PARK
TITUSTOWN
SUSSEX
WARDS CORNER
DENBY PARK
OAKWOOD
LARRYMORE
NAVAL BASE
SUBURBAN
CHESAPEAKE MANOR
ROSEMONT
TALBOT PARK
CORONADO
AZALEA
HOLLAND PARK
ROLAND PARK
SEWELLS GDNS
EAST NORVIEW
RIVER POINT
EDGEWATER
LARCHMONT
LAKEWOOD
NORVELLA HGTS
NORTH COLLEY
COLONIAL PLACE
CRUSER PLACE
NORVIEW
LAFAYETTE
NORFOLK COMMERCE PARK
CLASS D AIRSPACE BOUNDARY
LEGEND
ACCIDENT POTENTIAL ZONES
Clear Zone
APZ 1
APZ 2
NOISE LEVELS
Greater than 75 DNL
70-75 DNL
65-70 DNL
60-65 DNL
Less than 60 DNL (All Areas Outside 60 DNL Contour)
EDGEWATER Subdivision/Neighborhood
GOLF COURSE Landmarks
Municipal Boundaries
Military Installation/ Municipal Airport Boundary
Class D Airspace Boundary
Railroad
Road/Highway
0 0.45 0.9
Miles
SCALE 1:42,000
1 inch = 3,500 feet

**TABLE 3-AIR INSTALLATIONS COMPATIBLE USE ZONES**
**SUGGESTED LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES [1]**

| SLUCM NO. | LAND USE NAME | CLEAR ZONE Recommendation | APZ-I Recommendation | APZ-II Recommendation | Density Recommendation |
|---|---|---|---|---|---|
| *10* | ***Residential*** | | | | |
| 11 | Household Units | | | | |
| 11.11 | Single units: detached | N | N | Y[2] | Maximum density of 1-2 Du/Ac |
| 11.12 | Single units: semidetached | N | N | N | |
| 11.13 | Single units: attached row | N | N | N | |
| 11.21 | Two units: side-by-side | N | N | N | |
| 11.22 | Two units: one above the other | N | N | N | |
| 11.31 | Apartments: walk-up | N | N | N | |
| 11.32 | Apartment: elevator | N | N | N | |
| 12 | Group quarters | N | N | N | |
| 13 | Residential Hotels | N | N | N | |
| 14 | Mobile home parks or courts | N | N | N | |
| 15 | Transient lodgings | N | N | N | |
| 16 | Other residential | N | N | N | |
| *20* | ***Manufacturing*** [3] | | | | |
| 21 | Food & kindred products; manufacturing | N | N | Y | Maximum FAR 0.56 |
| 22 | Textile mill products; manufacturing | N | N | Y | Same as above |
| 23 | Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing | N | N | N | |
| 24 | Lumber and wood products (except furniture); manufacturing | N | Y | Y | Maximum FAR of 0.28 in APZ I & 0.56 in APZ II |
| 25 | Furniture and fixtures; manufacturing | N | Y | Y | Same as above |
| 26 | Paper and allied products; manufacturing | N | Y | Y | Same as above |
| 27 | Printing, publishing, and allied industries | N | Y | Y | Same as above |
| 28 | Chemicals and allied products; manufacturing | N | N | N | |
| 29 | Petroleum refining and related industries | N | N | N | |

**TABLE 3-AIR INSTALLATIONS COMPATIBLE USE ZONES**
**SUGGESTED LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES [1] (Continued)**

| SLUCM NO. | LAND USE NAME | CLEAR ZONE Recommendation | APZ-I Recommendation | APZ II Recommendation | Density Recommendation |
|---|---|---|---|---|---|
| | | | | | |
| *30* | ***Manufacturing*** [3] ***(continued)*** | | | | |
| 31 | Rubber and misc. plastic products; manufacturing | N | N | N | |
| 32 | Stone, clay and glass products; manufacturing | N | N | Y | Maximum FAR 0.56 |
| 33 | Primary metal products; manufacturing | N | N | Y | Same as above |
| 34 | Fabricated metal products; manufacturing | N | N | Y | Same as above |
| 35 | Professional scientific, & controlling instrument; photographic and optical goods; watches & clocks | N | N | N | |
| 39 | Miscellaneous manufacturing | N | Y | Y | Maximum FAR of 0.28 in APZ I & 0.56 in APZ II |
| | | | | | |
| *40* | ***Transportation, communication and utilities*** [4]. | | | | See Note 3 below. |
| 41 | Railroad, rapid rail transit, and street railway transportation | N | Y[5] | Y | Same as above. |
| 42 | Motor vehicle transportation | N | Y[5] | Y | Same as above |
| 43 | Aircraft transportation | N | Y[5] | Y | Same as above |
| 44 | Marine craft transportation | N | Y[5] | Y | Same as above |
| 45 | Highway and street right-of-way | N | Y[5] | Y | Same as above |
| 46 | Auto parking | N | Y[5] | Y | Same as above |
| 47 | Communication | N | Y[5] | Y | Same as above |
| 48 | Utilities | N | Y[5] | Y | Same as above |
| 485 | Solid waste disposal (Landfills, incineration, etc.) | N | N | N | |
| 49 | Other transport, comm. and utilities | N | Y[5] | Y | See Note 3 below |
| | | | | | |
| *50* | ***Trade*** | | | | |
| 51 | Wholesale trade | N | Y | Y | Maximum FAR of 0.28 in APZ I. & .56 in APZ II. |
| 52 | Retail trade - building materials, hardware and farm equipment | N | Y | Y | Maximum FAR of 0.14 in APZ I & 0.28 in APZ II |

**TABLE 3-AIR INSTALLATIONS COMPATIBLE USE ZONES**
**SUGGESTED LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES [1] (Continued)**

| SLUCM NO. | LAND USE NAME | CLEAR ZONE Recommendation | APZ-I Recommendation | APZ-II Recommendation | Density Recommendation |
|---|---|---|---|---|---|
| ***50*** | ***Trade (Continued)*** | | | | |
| 53 | Retail trade - shopping centers | N | N | Y | Maximum FAR of 0.22. |
| 54 | Retail trade - food | N | N | Y | Maximum FAR of 0.24 |
| 55 | Retail trade - automotive, marine craft, aircraft and accessories | N | Y | Y | Maximum FAR of 0.14 in APZ I & 0.28 in APZ II |
| 56 | Retail trade - apparel and accessories | N | N | Y | Maximum FAR 0.28 |
| 57 | Retail trade - furniture, home, furnishings and equipment | N | N | Y | Same as above |
| 58 | Retail trade - eating and drinking establishments | N | N | N | |
| 59 | Other retail trade | N | N | Y | Maximum FAR of 0.22 |
| | | | | | |
| ***60*** | ***Services*** [8] | | | | |
| 61 | Finance, insurance and real estate services | N | N | Y | Maximum FAR of 0.22 for "General Office/Office park" |
| 62 | Personal services | N | N | Y | Office uses only. Maximum FAR of 0.22. |
| 62.4 | Cemeteries | N | Y[7] | Y[7] | |
| 63 | Business services (credit reporting; mail, stenographic, reproduction; advertising) | N | N | Y | Max. FAR of 0.22 in APZ II |
| 63.7 | Warehousing and storage services | N | Y | Y | Max. FAR 1.0 APZ I; 2.0 in APZ II |
| 64 | Repair Services | N | Y | Y | Max. FAR of 0.11 APZ I; 0.22 in APZ II |
| 65 | Professional services | N | N | Y | Max. FAR of 0.22 |
| 65.1 | Hospitals, nursing homes | N | N | N | |
| 65.1 | Other medical facilities | N | N | N | |
| 66 | Contract construction services | N | Y | Y | Max. FAR of 0.11 APZ I; 0.22 in APZ II |
| 67 | Government Services | N | N | Y | Max FAR of 0.24 |
| 68 | Educational services | N | N | N | |
| 69 | Miscellaneous | N | N | Y | Max. FAR of 0.22 |

**TABLE 3-AIR INSTALLATIONS COMPATIBLE USE ZONES**
**SUGGESTED LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES [1] (continued)**

| SLUCM NO. | LAND USE NAME | CLEAR ZONE Recommendation | APZ-I Recommendation | APZ-II Recommendation | Density Recommendation |
|---|---|---|---|---|---|
| | | | | | |
| *70* | *Cultural, entertainment and recreational* | | | | |
| 71 | Cultural activities | N | N | N | |
| 71.2 | Nature exhibits | N | Y[8] | Y[8] | |
| 72 | Public assembly | N | N | N | |
| 72.1 | Auditoriums, concert halls | N | N | N | |
| 72.11 | Outdoor music shells, amphitheaters | N | N | N | |
| 72.2 | Outdoor sports arenas, spectator sports | N | N | N | |
| 73 | Amusements - fairgrounds, miniature golf, driving ranges; amusement parks, etc | N | N | Y | |
| 74 | Recreational activities (including golf courses, riding stables, water recreation) | N | Y[8] | Y[8] | Max. FAR of 0.11 APZ I; 0.22 in APZ II |
| 75 | Resorts and group camps | N | N | N | |
| 76 | Parks | N | Y[8] | Y[8] | Same as 74 |
| 79 | Other cultural, entertainment and recreation | N | Y[8] | Y[8] | Same as 74 |
| | | | | | |
| *80* | ***Resource production and extraction*** | | | | |
| 81 | Agriculture (except live stock) | Y[4] | Y[9] | Y[9] | |
| 81.5, 81.7 | Livestock farming and breeding | N | Y[9,10] | Y[9,10] | |
| 82 | Agriculture related activities | N | Y[9] | Y[9] | Max FAR of 0.28 APZ I; 0.56 APZ II no activity which produces smoke, glare, or involves explosives |
| 83 | Forestry Activities [11] | N | Y | Y | Same as Above |
| 84 | Fishing Activities [12] | N[12] | Y | Y | Same as Above |
| 85 | Mining Activities | N | Y | Y | Same as Above |
| 89 | Other resource production or extraction | N | Y | Y | Same as Above |
| *90* | *Other* | | | | |
| 91 | Undeveloped Land | Y | Y | Y | |
| 93 | Water Areas | N[13] | N[13] | N[13] | |

## KEY TO TABLE 3 - SUGGESTED LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES

| | |
|---|---|
| SLUCM - | Standard Land Use Coding Manual, U.S. Department of Transportation |
| Y (Yes) - | Land use and related structures are normally compatible without restriction. |
| N (No) - | Land use and related structures are not normally compatible and should be prohibited. |
| $Y^x$ - (Yes with restrictions) | the land use and related structures are generally compatible. However, see notes indicated by the superscript. |
| $N^x$ - (No with exceptions) | the land use and related structures are generally incompatible. However, see notes indicated by the superscript. |
| FAR - Floor Area Ratio. | A floor area ratio is the ratio between the square feet of floor area of the building and the site area. It is customarily used to measure non-residential intensities. |
| Du/Ac - Dwelling Units per Acre. | This metric is customarily used to measure residential densities. |

## NOTES FOR TABLE 3 - SUGGESTED LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES

The following notes refer to Table 3.

1. A "Yes" or a "No" designation for compatible land use is to be used only for general comparison. Within each, uses exist where further evaluation may be needed in each category as to whether it is clearly compatible, normally compatible, or not compatible due to the variation of densities of people and structures. In order to assist installations and local governments, general suggestions as to floor/area ratios are provided as a guide to density in some categories. In general, land use restrictions which limit commercial, services, or industrial buildings or structure occupants to 25 per acre in APZ I, and 50 per acre in APZ II are the range of occupancy levels considered to be low density. Outside events should normally be limited to assemblies of not more that 25 people per acre in APZ I, and maximum assemblies of 50 people per acre in APZ II.

2. The suggested maximum density for detached single-family housing is one to two Du/Ac. In a Planned Unit Development (PUD) of single family detached units where clustered housing development results in large open areas, this density could possibly be increased provided the amount of surface area covered by structures does not exceed 20 percent of the PUD total area. PUD encourages clustered development that leave large open areas.

3. Other factors to be considered: Labor intensity, structural coverage, explosive characteristics, air-pollution, electronic interference with aircraft, height of structures, and potential glare to pilots.

4. No structures (except airfield lighting), buildings or aboveground utility/ communications lines should normally be located in Clear Zone areas on or off the installation. The Clear Zone is subject to severe restrictions. See NAVFAC P-80.3 or Tri-Service Manual AFM 32-1123(I); TM 5-803-7, NAVFAC P-971 "Airfield and Heliport Planning & Design" dated 1 May 99 for specific design details.

5. No passenger terminals and no major above ground transmission lines in APZ I.

6. Low intensity office uses only. Accessory uses such as meeting places, auditoriums, etc. are not recommended.

7. No Chapels are allowed within APZ I or APZ II.

8. Facilities must be low intensity, and provide no tot lots, etc. Facilities such as clubhouses, meeting places, auditoriums, large classes, etc. are not recommended.

9. Includes livestock grazing but excludes feedlots and intensive animal husbandry. Activities that attract concentrations of birds creating a hazard to aircraft operations should be excluded.

10. Includes feedlots and intensive animal husbandry.

11. Lumber and timber products removed due to establishment, expansion, or maintenance of Clear Zones will be disposed of in accordance with appropriate DOD Natural Resources Instructions.

12. Controlled hunting and fishing may be permitted for the purpose of wildlife management.

13. Naturally occurring water features (e.g., rivers, lakes, streams, wetlands) are compatible.

## Simons, Matthew

**From:** Straley, Matthew
**Sent:** Wednesday, December 16, 2015 12:42 PM
**To:** 'leidingnorfolk@cox.net'; 'Gpclpresident@gmail.com'
**Cc:** Smigiel, Thomas; Winn, Barclay; Ransom, Carlton; Simons, Matthew
**Subject:** new Planning Commission application - 9605 Granby Street
**Attachments:** Elegant Occasions.pdf

Mr. Saunders and Mr. Apatov,

Attached please find the application for a special exception to operate an entertainment establishment with alcoholic beverages at 9605 Granby Street.

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

Should you have any questions, please e-mail or call *Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov*

Thank you.

**Matthew Straley**
GIS Technician II
Norfolk Department of City Planning
810 Union Street, Suite 508 | Norfolk, Virginia 23510
Matthew.Straley@norfolk.gov | Tel: 757-664-4769 | Fax: 757-441-1569

THE CITY OF NORFOLK
CITY PLANNING

January 12, 2016

Commanding Officer, Naval Station Norfolk
1530 Gilbert Street
Norfolk, VA 23511

The Norfolk Department of City Planning has recently received an application by **ELEGANT OCCASIONS** for a special exception to operate an entertainment establishment facility on property located at 9605 Granby Street, and located within the Accident Potential Zone (APZ-II) as identified on the Joint Land Use Study (JLUS) Air Installations Compatibility Use Zones (AICUZ) Planning Map, dated 2005, revised 2010.

The request, if approved, would permit the use of the property to be changed from a bicycle shop to a place of public assembly (a bicycle shop would be referred to in the JLUS Table 3 as "Retail trade – furniture, home furnishings and equipment" [Standard Land Use Coding Manual (SLUCM), U.S. DOT – SLUCM No. 57]). This change of use does not appear to be in concert with the life-safety goals of the JLUS/AICUZ program.

Furthermore, in 2013, the Norfolk City Council adopted the City's new comprehensive plan, *plaNorfolk2030*, which contains an action statement within the Identifying Land Use Strategies chapter which states: *Do not support any increase in intensity of uses located in incompatible noise and accident potential zones (see Map LU-3) and seek opportunities to reduce the intensity of those incompatible uses* [*plaNorfolk2030* LU1.2.11]. Map LU-3 referred to in the action is a reproduction of the JLUS/AICUZ Planning Map, dated 2005, revised 2010. Because of this action statement, the City of Norfolk Planning Department staff recommendation must be denial given the existing conditions and proposal.

This item is tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on January 28, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia.

If you would like additional information on the request, you may contact the applicants, Krista and Kenneth Hines at (757) 610-3856, elegantoccasionsbykrista@yahoo.com, or you may telephone Matthew Simons, on my staff at (757) 664-4750, matthew.simons@norfolk. gov. A copy of the complete application is enclosed.

The City of Norfolk Department of City Planning respectfully requests a formal response from the U.S. Navy in regards to the proposed special exception request.

Sincerely,

George M. Homewood, AICP CFM
Planning Director
Department of City Planning
City of Norfolk

810 Union Street, Suite 500
Norfolk, VA 23510
757-664-4770 (O)
757-620-3630 (M)

cc: Matthew Simons, AICP CZA CFM
City Planner II – Land Use Services
(hand delivered)

cc: Steve G. Jones, RLA, ASLA, LEED AP BD+C
Community Plans Liaison Officer (CPLO)
Naval Station Norfolk
1530 Gilbert Street
Bldg N-26, Suite 2000
Norfolk, VA 23511

cc: Elegant Occasions
c/o Kenneth and Krista Hines
4008 River Breeze Circle
Chesapeake, VA 23321

cc: Property Owner for 9605 Granby Street
Blue Sky I, LLC
c/o Michael Shipp
407 Sinclair Street
Norfolk, VA 23505

**DEPARTMENT OF THE NAVY**
NAVAL STATION NORFOLK
1530 GILBERT STREET SUITE 2000
NORFOLK, VA 23511-2722

3700
Ser N00/0046
January 26, 2016

George M. Homewood, AICP CFM
Director, Department of City Planning
City of Norfolk
810 Union Street, Suite 500
Norfolk, VA 23510

Dear Mr. Homewood,

Thank you for the opportunity to review the Adult Use Special Exception Application for a Banquet Hall at 9605 Granby Street. From the information you provided the site is located approximately one and one half miles northeast of Chambers Field in the 65-70 decibel day-night average noise zone, Accident Potential Zone Two (APZ-2) and directly underneath a major departure corridor.

The Navy's Air Installation's Compatible Use Zones program and the 2005 (revised 2010) Hampton Roads Joint Land Use Study (JLUS) indicate this type of use is incompatible with air operations and should be prohibited in APZ-2 designated area. The City of Norfolk has adopted the JLUS recommendations into comprehensive plan in support of air operations at Chambers Field.

In summary, the Navy is concerned with any encroachment that could negatively impact the ability to operate, meet mission requirements and potentially endanger the public. We view development at this site as an encroachment upon operations on Naval Station Norfolk.

If you have any questions, please contact my Community Planning Liaison Officer, Mr. Steve Jones at (757) 322-2333.

Sincerely,

D. J. BEAVER
Captain, U.S. Navy
Commanding Officer

Copy to:
Mayor Paul Fraim
Norfolk City Council
Norfolk Planning Commission

Martin A. Thomas, Jr.
City of Norfolk
City Planning Commission Member
City Hall, 10th Floor
Norfolk, Virginia 23510

January 26th, 2016

Dear Mr. Martin:

My name is Carl E. Lee, Jr and I and my wife Janice reside at 151 Osborne Road in the Ocean View section of Norfolk.

I write to you today to disapprove of Agenda Item 17 of the January 28th, 2016 Norfolk City Planning Commission. Item 17 is a request for an Adult Use Special Exception for Elegant Occasions by Krista, LLC located at 9605 Granby Street. The application request to operate an ABC On establishment from 9AM – 10PM on workdays, 9AM – 12PM on Friday/Saturday and 9AM – 10PM on Sunday.

The proposed site is approximately a half mile from my house. It is my belief that the application is inappropriate for the community and the immediate residential neighborhood.

I support the Staff recommendation for **DENIAL** of the Special Exception request.

Thank you for your service to the city.

Carl E. Lee, Jr
151 Osborne Road
Norfolk, Virginia 23503
757-966-6067
CleePGK3548@gmail.com

## Simons, Matthew

**From:** Kevin Easter <1ovdad@gmail.com>
**Sent:** Thursday, January 28, 2016 10:26 AM
**To:** Simons, Matthew
**Subject:** Planning commision 1/28

My name is Kevin Easter and I am the president of the Ocean View Democratic and Social Club. We are located next door to Elegant Occasions by Krista, which is on the agenda for today's meeting. I see that the staff will not be recommending the approval of the application. We are also against the approval and I was wondering if there was any reason for me to speak today or should I wait and bring our concerns up at the city council meeting in February.

Best Regards,

Kevin Easter
President- OVDSC

**DEPARTMENT OF THE NAVY**
**NAVAL STATION NORFOLK**
**1530 GILBERT STREET SUITE 2000**
**NORFOLK, VA 23511-2722**

3700
Ser N00/0046
January 26, 2016

George M. Homewood, AICP CFM
Director, Department of City Planning
City of Norfolk
810 Union Street, Suite 500
Norfolk, VA 23510

Dear Mr. Homewood,

Thank you for the opportunity to review the Adult Use Special Exception Application for a Banquet Hall at 9605 Granby Street. From the information you provided the site is located approximately one and one half miles northeast of Chambers Field in the 65-70 decibel day-night average noise zone, Accident Potential Zone Two (APZ-2) and directly underneath a major departure corridor.

The Navy's Air Installation's Compatible Use Zones program and the 2005 (revised 2010) Hampton Roads Joint Land Use Study (JLUS) indicate this type of use is incompatible with air operations and should be prohibited in APZ-2 designated area. The City of Norfolk has adopted the JLUS recommendations into comprehensive plan in support of air operations at Chambers Field.

In summary, the Navy is concerned with any encroachment that could negatively impact the ability to operate, meet mission requirements and potentially endanger the public. We view development at this site as an encroachment upon operations on Naval Station Norfolk.

If you have any questions, please contact my Community Planning Liaison Officer, Mr. Steve Jones at (757) 322-2333.

Sincerely,

D. J. BEAVER
Captain, U.S. Navy
Commanding Officer

Copy to:
Mayor Paul Fraim
Norfolk City Council
Norfolk Planning Commission

City of NORFOLK

C: Dir., Department of City Planning

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

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

Subject: **Special exception to operate a commercial drive-through at 132 Kempsville Road – Chartway Federal Credit Union**

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

**Ward/Superward: 4/7**

Approved: _____
Marcus D. Jones, City Manager

**Item Number: R-2**

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

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

III. **Request:** Special exception – commercial drive-through

IV. **Applicant:** **John Blum**

V. **Description:**

- The site is located on the northwest corner of N. Newtown Road and Kempsville Road.
- This request would allow Chartway Federal Credit Union to construct a two-story banking branch with a commercial drive-through on the currently vacant site.
- The City's general plan, *plaNorfolk2030*, identifies this site as within a transit supportive area, where uses that promote transit, bicycle, and pedestrian activity are encouraged while low intensity auto-oriented uses are discouraged.
    - In order to be fully consistent with the plan, the site should be laid out in such a way as to encourage safe and easy pedestrian access from the adjacent light rail station.
    - The proposed site plan shows the building centrally located on the site with the drive-through along the side and back of the building.
    - Pedestrian improvements are also proposed near the street intersection, including a change in the pavement materials and elevation to match the sidewalks. Traffic circulation would be permitted in this area, however it would act as a traffic calming measure and provide a more inviting pedestrian environment than shown in the original submission.
- The Planning Commission voted to recommend denial of this application due to the perceived failure to meet the design standards set forth for transit supportive areas and to the incompatibility of this use within a transit supportive area.

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

Attachments:

- Staff Report to CPC dated January 28, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

**Planning Commission Public Hearing: January 28, 2016**
Executive Secretary: George M. Homewood, AICP, CFM
Planner: Chris Whitney, CFM

| Staff Report | Item No. 7 | |
|---|---|---|
| **Address** | **132 Kempsville Road** | |
| **Applicant** | **Chartway Federal Credit Union** | |
| **Request** | **Special Exception** | **Commercial drive-through** |
| **Property Owner** | Chartway Federal Credit Union | |
| **Site Characteristics** | Site/Building Area | 41,520 sq. ft. (0.95 acres)/5,015 sq. ft. (proposed) |
| | Future Land Use Map | Commercial; Transit Supportive Area |
| | Zoning | C-2 (Corridor Commercial) |
| | Neighborhood | N/A |
| | Character District | Suburban |
| **Surrounding Area** | North | C-2: Offices |
| | East | C-2: BP gas station (City of Virginia Beach) |
| | South | C-2: Parking lot for Newtown Road Light Rail station |
| | West | IN-1 (Institutional): Calvary Presbyterian Church |

## A. Summary of Request

- The site is located on the northwest corner of N. Newtown Road and Kempsville Road.
- This request would allow Chartway Federal Credit Union to construct a two-story banking branch on the currently vacant site with a commercial drive-through.

## B. Plan Consistency

- *plaNorfolk2030* identifies this site as commercial.
    - It also identifies this site as within a transit supportive area, where uses that promote transit, bicycle, and pedestrian activity are encouraged while low intensity auto-oriented uses are discouraged.
- Given the commercial designation, the proposed use is consistent with *plaNorfolk2030*.
    - In order to be fully consistent with the plan, the site should be laid out in such a way as to encourage safe and easy pedestrian access from the adjacent light rail station.

## C. Zoning Analysis

### i. General

- The use as a financial institution is permitted in the C-2 district by right; it is the commercial drive-through that requires a special exception.
- The site was most recently occupied by a Shell gas station and convenience store.
- The proposed site plan shows the building centrally located on the site with the drive-through along the side and back of the building.
- Pedestrian improvements are also proposed near the street intersection.
    - These improvements include a change in the pavement materials and elevation to match the sidewalks. Traffic circulation would be permitted in this area, however it would act as a traffic calming measure and provide a more inviting pedestrian environment than shown in the original submission.
- The conceptual plan submitted by the applicant demonstrates compliance with *Zoning Ordinance* standards for a commercial drive-through, including appropriate landscape buffering.

### ii. Parking

- For a financial institution of this size located within the Suburban Character District, the *Zoning Ordinance* requires that the site provides a minimum of 20 parking spaces and sufficient room to accommodate two bicycles.
    - Since this site is located within 1,500 feet of a light rail station, and is accommodating a nonresidential use, the required number of parking spaces shall be reduced by 25 percent.
        - The revised minimum parking requirement is 15 spaces.
    - 20 parking spaces are depicted on the proposed site plan.

### iii. Flood Zone

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

**D. Transportation Impacts**

- Institute of Transportation Engineers figures estimate that that the proposed bank and drive-through on this site will generate 726 new vehicle trips per day.
- Newtown Road near the site is identified as a severely congested corridor in both the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near frequent transit service with Hampton Roads Transit bus routes 20 (Virginia Beach), 22 (Haygood), 25 (Newtown), and 27 (Northampton) all operating along Newtown Road adjacent to the site and also the Newtown Road Light Rail station is located directly to the south.

**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**

- The construction of a financial institution with a drive-through lane should not adversely impact the surrounding uses.
- The proposed facility will undergo the Site Plan Review process, which requires all site development to adhere to the regulations of the *Zoning* Ordinance, including landscaping, vehicular circulation, and stormwater improvements.

**H. Surrounding Area/Site Impacts**

Over the past year there have been no calls for police service.

**I. Payment of Taxes**

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

**J. Civic League**

Notice was sent to the Easton Forest Civic League on December 16.

**K. Communication Outreach/Notification**

- Legal notice was posted on the property on December 15.
- Letters were mailed to all property owners within 300 feet of the property on January 15.
- Legal notification was placed in *The Virginian-Pilot* on January 14 and January 21.
- Notice was sent to the City of Virginia Beach on January 11.

**L. Recommendation**

Staff recommends **approval** of the special exception request, considering compliance with *Zoning Ordinance* requirements, subject to the conditions below:

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by Pennoni Associates, Inc. and Ionic DeZign Studios, dated January 4, 2016, entitled, "Chartway FCU Site Plan, Landscape Plan," 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) All landscaping installed on the site premises shall be maintained in a healthy growing condition at all times and shall be replaced when necessary.

(c) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

(d) All nonconforming fences and signs on the site shall be removed.

(e) All bollards on the site shall be painted and maintained free of visible corrosion.

(f) Two bicycle parking spaces shall be provided on the site.

(g) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

(h) During all hours of operation the establishment operator shall be responsible for maintaining the property, those portions of public rights-of-way improved by sidewalk, and those portions of any parking lot adjacent to and used by customers of the premises regulated by the Special Exception so at to keep such areas free of litter, refuse, solid waste, and any bodily discharge.

(i) The property shall be kept in a clean and sanitary condition at all times.

(j) The establishment shall maintain a current, active business license at all times while in operation.

(k) No business license shall be issued until conditions (a), (d), (e), (f), and (g) have all been implemented fully on the site.

**Attachments**

Location Map
Future Land Use Map
Zoning Map
Application
Notice to the Easton Forest Civic League
Letter to the Virginia Beach Department of Planning and Community Development

**Proponents and Opponents**

**Proponents**

John Richardson – Representative
2101 Parks Avenue #700
Virginia Beach, VA 23451

Scott Chewning
349 Southport Circle
Virginia Beach, VA 23452

**Opponents**

None

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

R-2

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A COMMERCIAL DRIVE-THROUGH FOR "CHARTWAY FEDERAL CREDIT UNION" ON PROPERTY LOCATED AT 132 KEMPSVILLE ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Drive-Through for "Chartway Federal Credit Union" on property located at 132 Kempsville Road. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 202 feet, more or less, along the western line of North Newtown Road and 135 feet, more or less, along the northern line of Kempsville Road; premises numbered 132 Kempsville Road.

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

(a) The site shall be improved generally in accordance with the conceptual site plan prepared by Pennoni Associates, Inc. and Ionic DeZign Studios, dated January 4, 2016, entitled "Chartway FCU Site Plan, Landscape Plan," 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) All landscaping installed on the site premises shall be maintained in a healthy growing condition at all times and shall be replaced when necessary.

(c) Notwithstanding any other regulations pertaining to temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992

(as amended), no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

(d) The use of temporary signs shall comply with Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended). The use of feather flags, pennants, and streamers is prohibited.

(e) All nonconforming fences and signs on the site shall be removed.

(f) All bollards on the site shall be painted and maintained free of visible corrosion.

(g) Two bicycle parking spaces shall be provided on the site.

(h) Dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

(i) During all hours of operation the establishment operator shall be responsible for maintaining the property, those portions of public rights-of-way improved by sidewalk, and those portions of any parking lot adjacent to and used by customers of the premises regulated by the Special Exception so at to keep such areas free of litter, refuse, and both solid and liquid waste.

(j) The property shall be kept in a clean and sanitary condition at all times.

(k) The establishment shall maintain a current, active business license at all times while in operation.

(l) No business license shall be issued until conditions (a), (e), (f), (g) and (h) have all been implemented fully on the site.

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.

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

## Planting Schedule

| SYMBOL | QTY | BOTANICAL & COMMON PLANT NAME | SIZE | COMMENTS |
|---|---|---|---|---|
| CANOPY TREES | | | | |
| AR | 13 | Acer rubrum 'Scarlet Brilliance' (October Brilliance) | Min. 8' Ht Min. 3.5" Caliper | |
| QV | 9 | Fagus grandifolia (American Beech) | Min. 8' Ht Min. 3.5" Caliper | |
| GL | 5 | Gordonia lasianthus (Loblolly-Bay) | Min. 8' Ht Min. 3.5" Caliper | |
| NS | 7 | Nyssa sylvatica (Black Gum) | Min. 8' Ht Min. 3.5" Caliper | |
| DECIDUOUS UNDERSTORY TREES | | | | |
| AS | 4 | Acer saccharum subsp. leucoderme (Chalk Maple) | Min. 8' Ht Min. 2.5" Caliper | |
| SHRUBS | | | | |
| IC | 19 | Ilex cornuta 'Rotundifolia' (Roundleaf Japanese Holly) | 18" Ht. Min. | |
| IG | 39 | Ilex glabra 'Shamrock' (Inkberry) | 18" Ht. Min. | |
| LCP | 33 | Leucothoe (fl. var. rubrum 'Zeblume Compact' (Ruby F. F.) | 18" to 24" Ht. | |
| ND | 43 | Nandina domestica 'Firepower' (Firepower Heavenly Bamboo) | 18" to 24" Ht. | |
| TO | 9 | Thuja occidentalis (Yellow Ribbon) | 36" Ht. Min. | |
| GRASSES | | | | |
| PA | 41 | Pennisetum alopecuroides 'Moudry' (Moudry Fountain Grass) | # 3 Container | |

## Yard Planting - Required Street Trees

1 Street Tree Required for every 25' of street frontage
Newtown Road Portion Applicable Frontage: 6 Trees required and provided
Kempsville Road Portion Applicable Frontage: 4 Trees required and provided

## Open Space Area Requirements

| | |
|---|---|
| Parcel Area - | 39,967 S.F. |
| Parking areas, driveways & Sidewalks SF - | 22,446 S.F. |
| Required Open Space (Remaining Area X 10%) - | 1,952 S.F. |
| Provided Open Space - | 16,436 S.F. |

## Interior Planting Requirements

| | |
|---|---|
| Parking areas & driveways SF - | 19,215 S.F. |
| Required Interior Planting Space (Area X 10%) - | 1,922 S.F. |
| Provided Interior Planting Space - | 3,676 S.F. |
| Required Interior Trees (1 / 144 S.F. of Required Interior Planting Space) - | 14 |
| Existing Trees to remain | 0 |
| Proposed Trees | 14 |
| Total Interior Trees Provided | 14 |

Foundation Planting - Continuous Planting Required for Buildings Facing ROW - Provided
Parking Perimeter Planting - 5'-0" Continuous planted buffer with trees at 25' O.C. required for the parking lot or obstructed paved surfaces, and abutting property lines.
Trash Disposal Screening - Masonry Enclosure provided with screen planting provided.

## Bioretention Seed Mix Calcs

1,491 S.F. / 43,560 = .0342 Acres
.0342 acres x 25 lbs = 1lb

## BIORETENTION SEED MIX - 25 LBS/Ac

| Botanical Name (COMMON NAME) | PERCENTAGE |
|---|---|
| Elymus virginicus (VIRGINIA WILD RYE) | 25% |
| Poa palustris (FOWL BLUEGRASS) | 20% |
| Carex vulpinoidea (FOX SEDGE) | 20% |
| Carex scoparia (BLUNT BROOM SEDGE) | 6% |
| Juncus effusus (SOFT RUSH) | 4% |
| Juncus tenuis, PA ecotype (PATH RUSH, PA ECOTYPE) | 3% |
| Mimulus ringens (SQUARE STEMMED MONKEY FLOWER) | 3% |
| Scirpus cyperinus (WOOL GRASS) | 3% |
| Verbena hastata (BLUE VERVAIN) | 3% |
| Eupatorium fistulosum (JOE PYE WEED) | 3% |
| Vernonia noveboracensis (IRONWEED) | 2% |
| Agrostis perennans (AUTUMN BENT GRASS) | 2% |
| Agrostis scabra (TICKLEGRASS - ROUGH BENT GRASS) | 2% |
| Aster puniceus (PURPLE STEMMED ASTER) | 1% |
| Bidens coronata (NODDING BUR MARIGOLD) | 1% |

BIORETENTION SEED MIXTURE: MIXTURE FOR TOLERATION OF PERIODS OF INUNDATION
Provide Straw coverage & regular water during seed germination time.

## City of Norfolk Landscape Notes

1. All trees shall be a minimum of 2.5 inches in caliper and eight (8) feet in overall height at time of installation and of a variety which shall obtain a mature spread of at least twenty(20) feet.
2. All plant materials shall meet the minimum specifications and standards described in the most current edition of American Standard for Nursery Stock, 1996, published by American Association of Nurserymen, 1250 I Street, N.W., Suite 900, Washington, D.C. 2005.
3. Planting season restrictions:
   (i) All bed and burlap plant material shall be installed from October 15 to March 31, unless otherwise authorized by the department of neighborhood and leisure services.
   (ii) All container grown plant material shall be installed from September 15 to May 15, unless otherwise authorized by the department of neighborhood and leisure services.
   (iii) Any other dates not listed above in this section shall be considered mid-all season. In such cases, a bond or other form of surety covering the cost of installation of all landscape material and construction shall be required in conformance with provisions set forth in section 17-12.

Graphic Scale

Vertical Datum
ELEVATIONS ARE BASED ON NAVD88(88) CITY OF NORFOLK (2000)

NOT APPROVED FOR CONSTRUCTION

Pennoni
PENNONI ASSOCIATES INC.
343 Southport Circle, Suite 100
Virginia Beach, VA 23452
T 757.497.1472 F 757.497.0290

Ionic DeZign Studios
ARCHITECTURE ◇ INTERIORS ◇ GRAPHICS
2 8 8 INDEPENDENCE BOULEVARD
VIRGINIA BEACH, VIRGINIA 23462
TELEPHONE 757.490.1999 FACSIMILE 757.490.1998

STEPHEN L. STANTZ
No. 013342
REGISTERED LANDSCAPE ARCHITECT

Project # 140509
Scale 1" = 20'
Designed by TJH
Drawn by TJH
Checked by SLS
Issue 01.26.2016

CHARTWAY FCU SITE PLAN

LANDSCAPE PLAN

Sheet Number
CS2001

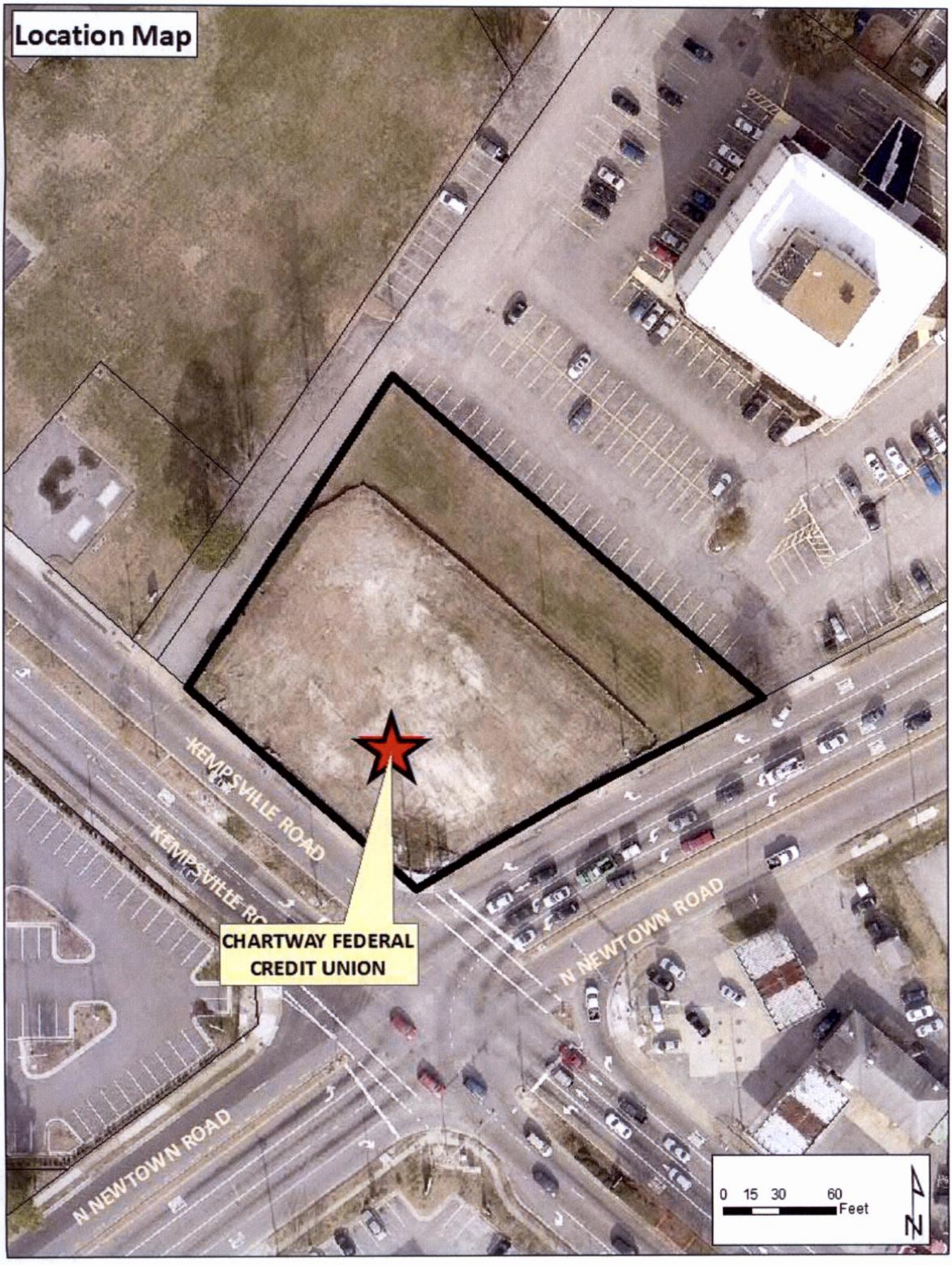
ionic dezign studios

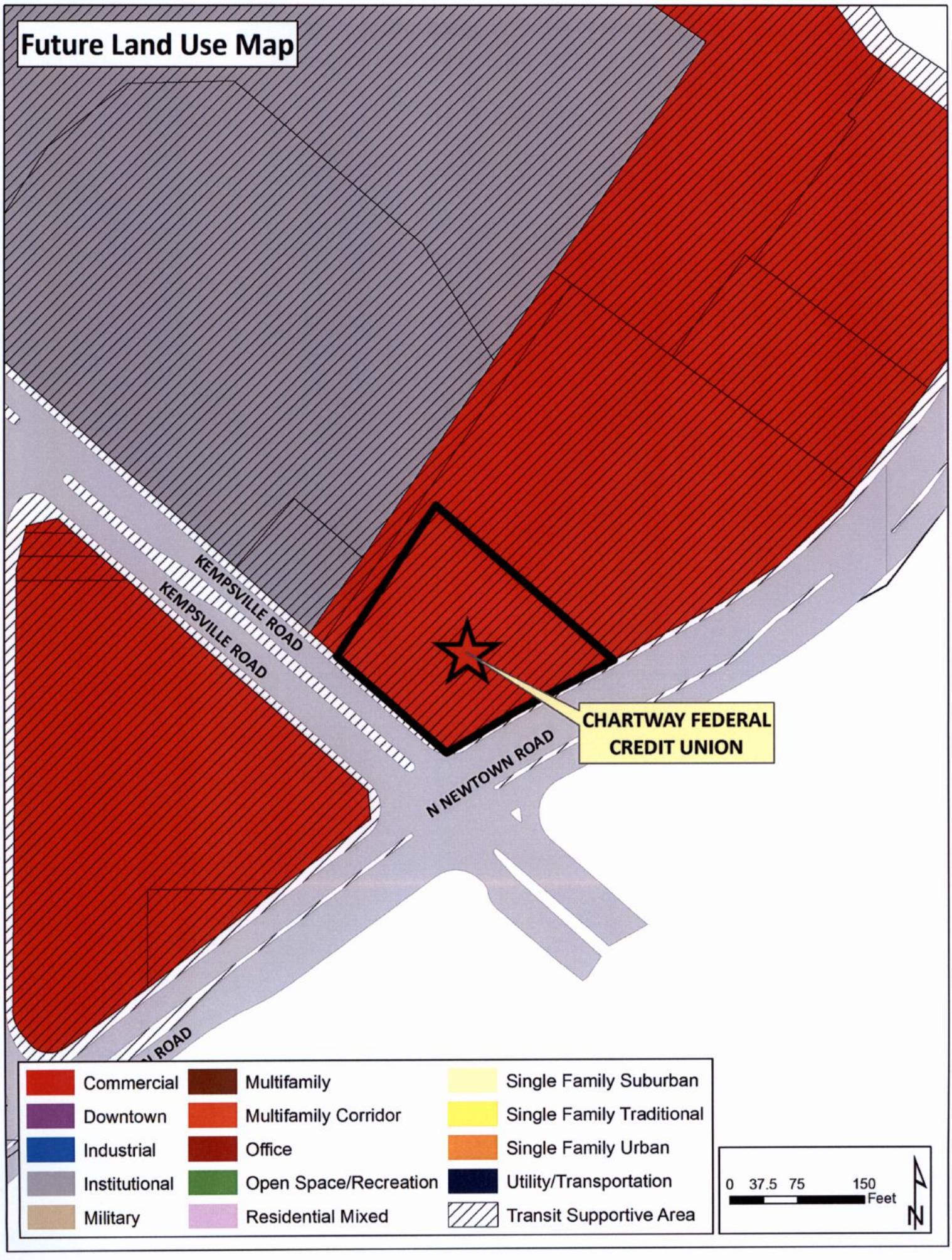
# Chartway Federal Credit Union—Newtown Branch

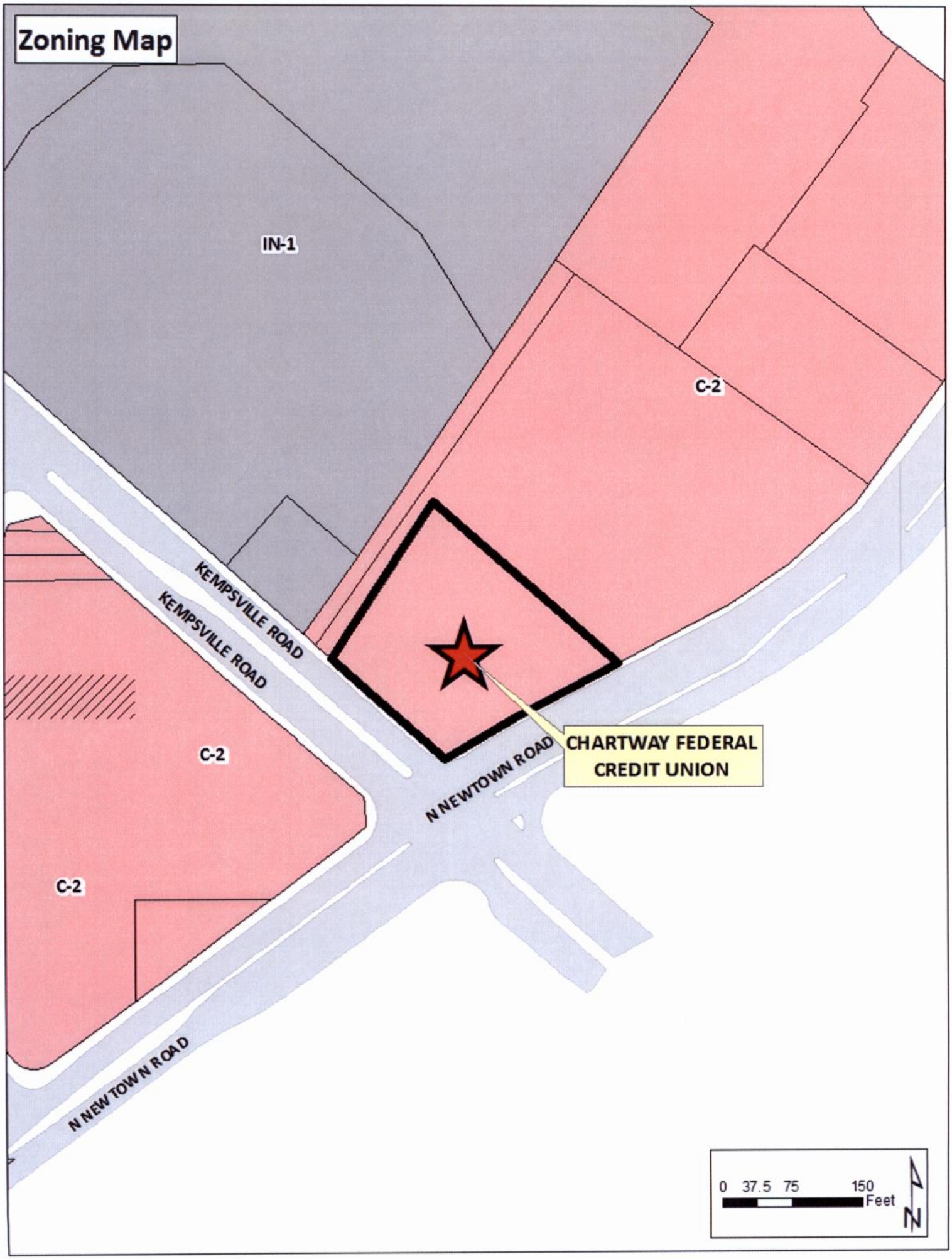
Newtown Road
Norfolk, VA

Site Plan

Project No: 140509 Date: 01/26/16


Location Map
KEMPSVILLE ROAD
KEMPSVILLE RO
CHARTWAY FEDERAL CREDIT UNION
N NEWTOWN ROAD
N NEWTOWN ROAD
0 15 30 60
Feet
N


Future Land Use Map
KEMPSVILLE ROAD
KEMPSVILLE ROAD
N NEWTOWN ROAD
CHARTWAY FEDERAL CREDIT UNION
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 37.5 75 150
Feet
N


Zoning Map
IN-1
C-2
C-2
C-2
KEMPSVILLE ROAD
KEMPSVILLE ROAD
N NEWTOWN ROAD
N NEWTOWN ROAD
CHARTWAY FEDERAL CREDIT UNION
0 37.5 75 150 Feet
N

# APPLICATION
# SPECIAL EXCEPTION

**Special Exception for:** Chartway Federal Credit Union

Date of application: December 14, 2015

## DESCRIPTION OF PROPERTY

Property location: (Street Number) 132 (Street Name) Kempsville Road

Existing Use of Property Vacant Land (Former Service Station)

Current Building Square Footage Vacant Land

Proposed Use

Chartway Federal Credit Union 2-story branch with drive-thru

Proposed Square Footage 4,900

Proposed Hours of Operation:

| | | | | |
|---|---|---|---|---|
| Weekday | From | 9:00 am | To | 5:00 pm |
| Friday | From | 9:00 am | To | 6:00 pm |
| Saturday | From | 9:00 am | To | 1:00 pm |
| Sunday | From | Closed | 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) Blum (First) John (MI) W

Mailing address of applicant (Street/P.O. Box): 5700 Cleveland Street, Suite 400

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

Daytime telephone number of applicant (757) 552-1000 ext 43004 Fax (757) 671-1683

E-mail address of applicant: jwblum@chartway.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) Mazzoni (First) Matthew (MI)

Mailing address of applicant (Street/P.O. Box): 293 Independence Blvd Pemboke 5, Suite 308

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

Daytime telephone number of applicant (757) 499-3510 Fax (757) 499-3110

E-mail address of applicant: MMazzoni@ionicdezigns.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) Schools (First) Brian (MI) T

Mailing address of property owner (Street/P.O. box): 5700 Cleveland Street, Suite 400

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

Daytime telephone number of owner (757) 552-1000 email: btschools@chartway.com

## CIVIC LEAGUE INFORMATION

Civic League contact: No Civic League

Date(s) contacted:

Ward/Super Ward information: 4 - Paul R. Riddick / 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:** BRIAN T. SCHOOLS **Sign:** _____ 12/14/15
(Property Owner or Authorized Agent of Signature) (Date)

**Print name:** JOHN W. BLUM **Sign:** _____ 12/14/15
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

**Print name:** _____ **Sign:** _____ 12/14/15
(Authorized Agent Signature) (Date)
MATTHEW MAZZONI

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

MB 56 PG 48

TO EXXONMOBIL OIL CORPORATION, BREEDEN AUTO CARE LLC, BANK OF HAMPTON ROADS, AND STEWART TITLE GUARANTY COMPANY, STEWART TITLE AND ASSOCIATES:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1998, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 8, 9, 10, 11A, AND 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

DATE: Feb. 5, 2004

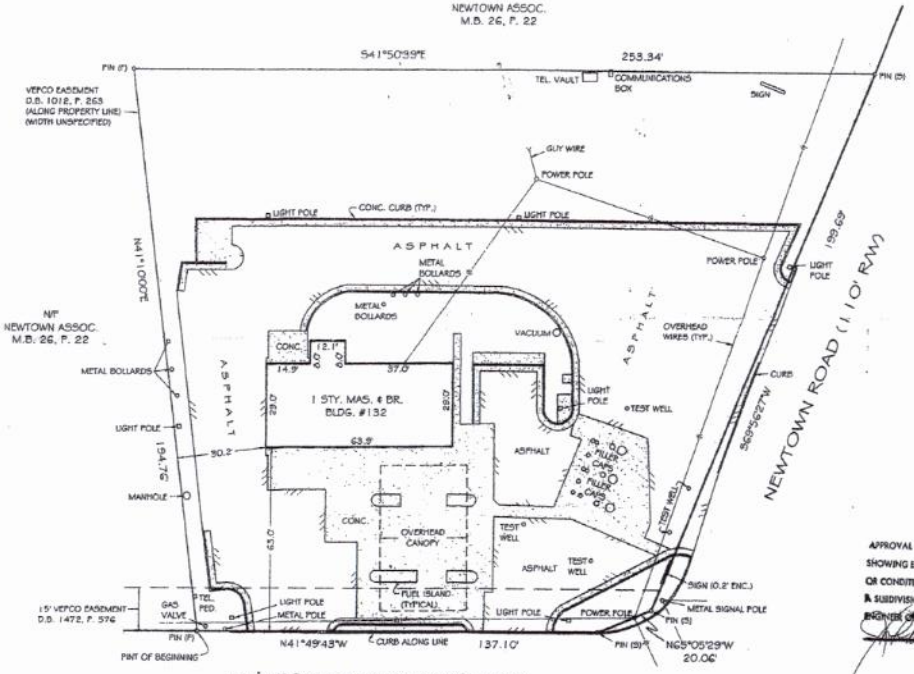
REGISTRATION NO. 1333

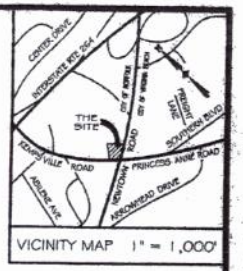
COMMONWEALTH OF VIRGINIA
STEPHEN I. BOONE
No. 1333
2/5/04
LAND SURVEYOR

LEGAL DESCRIPTION

BEGINNING AT A PIN ON THE EAST SIDE OF KEMPSVILLE ROAD; N 41°49'43" W, 137.10' FROM THE NORTH EAST INTERSECTION OF KEMPSVILLE ROAD AND NEWTOWN ROAD;
THENCE N 41°10'00" E, 194.76' TO A PIN;
THENCE S 41°50'39" E, 253.34' TO A PIN SET ON THE NORTHERN RIGHT OF WAY LINE OF NEWTOWN ROAD;
THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF NEWTOWN ROAD S 69°56'27" W, 199.69' TO A PIN SET;
THENCE CONTINUING ALONG THE RIGHT OF WAY OF NEWTOWN ROAD AND KEMPSVILLE ROAD N 65°05'29" W, 20.06' TO A PIN SET;
THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF KEMPSVILLE ROAD N 41°49'43" W, 137.10' TO THE POINT OF BEGINNING.

EXHIBIT "B"



VICINITY MAP 1" = 1,000'

APPROVAL FOR RECORDATION OF PLAT SHOWING EXISTING PROPERTY LINES AND/OR CONDITIONS AND NOT APPROVED AS A SUBDIVISION PLAT.

ENGINEER OF SURVEYS DATE

# ALTA\ASCM SURVEY

OF

132 KEMPSVILLE ROAD, NORFOLK, VIRGINIA

A PORTION OF SITE A

## MORSE REALTY CORPORATION

M.B. 21, P. 48

SCALE: 1" = 25' DATE: JANUARY 20, 2004

STEPHEN I. BOONE & ASSOCIATES, P.C.
LAND SURVEYORS
PORTSMOUTH, VIRGINIA

AREA OF SURVEY 0.89895 AC.

R.I.R

F.B. 436, P. 16

DR-50-265

PP 320 JOB #: 04-0005

ionic dezign studios

293 Independence Blvd.
Pembroke 5—Suite 308
Virginia Beach, VA 23462

Date: 26 JANUARY 2016
Project #: 140509

# Chartway Federal Credit Union
# Newtown Branch
## Special Exemption Exhibits

ionic dezign
studios
ARCHITECTURE
INTERIORS
GRAPHICS

203 INDEPENDENCE BOULEVARD
PEMBROKE FIVE SUITE 306
VIRGINIA BEACH, VA 23462
P 757.499.3510 F 757.499.3116
www.ionicdezigns.com

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# Chartway Federal Credit Union—Newtown Branch

Newtown Road
Norfolk, VA

Newtown Road View

Project No: 140509 Date: 01/26/16

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studios
ARCHITECTURE
INTERIORS
GRAPHICS

293 INDEPENDENCE BOULEVARD
PEMBROKE FIVE - SUITE 306
VIRGINIA BEACH, VA 23462
P 757.499.3510 - fax 757.499.3110
www.ionicdezign.com

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# Chartway Federal Credit Union—Newtown Branch

Newtown Road
Norfolk, VA

Building View

Project No: 140509 Date: 01/26/16

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studios
ARCHITECTURE
INTERIORS
GRAPHICS

203 INDEPENDENCE BOULEVARD
PEMBROKE FIVE - SUITE 300
VIRGINIA BEACH, VA 23462
P 757.490.3510 - Fax 757.490.3116
www.ionicdezign.com

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# Chartway Federal Credit Union—Newtown Branch

Newtown Road
Norfolk, VA

## Drive Thru—South View

Project No: 140509 Date: 01/26/16

ionic dezign
studios
ARCHITECTURE
INTERIORS
GRAPHICS

293 INDEPENDENCE BOULEVARD
PEMBROKE FIVE SUITE 300
VIRGINIA BEACH, VA 23462
P 757 499 5518 F 757 499 3110
www.ionicdezign.com

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# Chartway Federal Credit Union—Newtown Branch

Newtown Road
Norfolk, VA

## Drive Thru—North View

Project No: 140509 Date: 01/26/16

## Planting Schedule

| SYMBOL | QTY | BOTANICAL & COMMON PLANT NAME | SIZE | COMMENTS |
|---|---|---|---|---|
| CANOPY TREES | | | | |
| AR | 13 | Acer rubrum 'October Brilliance' (October Brilliance) | Min. 8' Ht Min. 2.5" Caliper | |
| GV | 6 | Fagus grandifolia (American Beech) | Min. 8' Ht Min. 2.5" Caliper | |
| GL | 5 | Gordonia lasianthus (Loblolly Bay) | Min. 8' Ht Min. 2.5" Caliper | |
| NS | 7 | Nyssa sylvatica (Black Gum) | Min. 8' Ht Min. 2.5" Caliper | |
| DECIDUOUS UNDERSTORY TREES | | | | |
| AR | 4 | Acer saccharum subsp. leucoderme (Chalk Maple) | Min. 8' Ht Min. 2.5" Caliper | |
| SHRUBS | | | | |
| IC | 19 | Ilex crenata 'Rotundifolia' (Roundleaf Japanese Holly) | 18" Ht. Min. | |
| IG | 35 | Ilex glabra 'Viuenscik' (Inkberry) | 15" Ht. Min. | |
| LCF | 33 | Loropetalum ch. var. rubrum 'Ginuma Compact' (Ruby F. F.) | 18" to 24" Ht. | |
| ND | 43 | Nandina domestica 'Firepower' (Firepower Heavenly Bamboo) | 15" to 24" Ht. | |
| TO | 9 | Thuja occidentalis (Yellow Ribbon) | 36" Ht. Min. | |
| GRASSES | | | | |
| PA | 41 | Pennisetum alopecuroides 'Moudry' (Moudry Fountain Grass) | # 3 Container | |

## Yard Planting - Required Street Trees

1 Street Tree Required for every 25' of street frontage
Newtown Road Portion Applicable Frontage: 8 Trees required and provided
Kempsville Road Portion Applicable Frontage: 4 Trees required and provided

## Open Space Area Requirements

| | |
|---|---|
| Parcel Area - | 33,907 S.F. |
| Parking areas, driveways & Sidewalks SF - | 23,446 S.F. |
| Required Open Space (Remaining Area X 10%) | 1,052 S.F. |
| Provided Open Space - | 10,459 S.F. |

## Interior Planting Requirements

| | |
|---|---|
| Parking areas & driveways SF - | 19,215 S.F. |
| Required Interior Planting Space (Area X 10%) | 1,922 S.F. |
| Provided Interior Planting Space - | 3,875 S.F. |
| Required Interior Trees (1 / 144 S.F. of Required Interior Planting Space) - | 14 |
| Existing Trees to remain | 0 |
| Proposed Trees | 14 |
| Total Interior Trees Provided | 14 |

Foundation Planting - Continuous Planting Required for Buildings Facing ROW - Provided

Parking Perimeter Planting - 8'-0" Continuous planted buffer with trees at 25' O.C. required for the parking lot or associated paved surfaces, and abutting property lines

Trash Disposal Screening - Masonry Enclosure provided with screen planting provided.

## Bioretention Seed Mix Calcs

1,691 S.F. / 43,560 = .0343 Acres
.0343 acres x 25 lbs = 1lb

## BIORETENTION SEED MIX - 25 LBS/Ac

| Botanical Name (COMMON NAME) | PERCENTAGE |
|---|---|
| Elymus virginicus (VIRGINIA WILD RYE) | 25% |
| Poa palustris (FOWL BLUEGRASS) | 20% |
| Carex vulpinoidea (FOX SEDGE) | 20% |
| Carex crinipeta (BLUNT BROOM SEDGE) | 6% |
| Juncus effusus (SOFT RUSH) | 4% |
| Juncus tenuis, PA ecotype (PATH RUSH, PA ECOTYPE) | 3% |
| Mimulus ringens (SQUARE STEMMED MONKEY FLOWER) | 3% |
| Scirpus cyperinus (WOOL GRASS) | 3% |
| Verbena hastata (BLUE VERVAIN) | 3% |
| Equisetum fluviatum (JOE PYE WEED) | 3% |
| Vernonia noveboracensis (IRONWEED) | 3% |
| Agrostis perennans (AUTUMN BENT GRASS) | 2% |
| Agrostis scabra (TICKLEGRASS - ROUGH BENT GRASS) | 2% |
| Aster praticolus (PURPLE STEMMED ASTER) | 1% |
| Bidens cornua (NODDING BUR MARIGOLD) | 1% |

BIORETENTION SEED MIXTURE: MIXTURE FOR TOLERATION OF PERIODS OF INUNDATION. Provide Straw coverage & regular water during seed germination time.

## City of Norfolk Landscape Notes

1. All trees shall be a minimum of 2.5 inches in caliper and eight (8) feet in overall height at time of installation and of a variety which shall attain a mature spread of at least twenty(20) feet.
2. All plant materials shall meet the minimum specifications and standards described in the most current edition of American Standard for Nursery Stock, 1986, published by American Association of Nurserymen, 1250 I Street, N.W., Suite 500, Washington, D.C. 2005.
3. Planting season restrictions
   (i) All ball and burlap plant material shall be installed from October 15 to March 31, unless otherwise authorized by the department of neighborhood and leisure services.
   (ii) All containerized grown plant material shall be installed from September 15 to May 15, unless otherwise authorized by the department of neighborhood and leisure services.
   (iii) Any other dates not listed above in this section shall be considered out-of-season. In such cases, a bond or other form of surety covering the cost of installation of all landscape material and construction shall be required in conformance with provisions set forth in section 17-12.

Graphic Scale

Vertical Datum

ELEVATIONS ARE BASED ON NAVD88(86) CITY OF NORFOLK (2000)

**NOT APPROVED FOR CONSTRUCTION**

Pennoni

PENNONI ASSOCIATES INC.
343 Southport Circle, Suite 100
Virginia Beach, VA 23452
T 757.497.7472 F 757.497.0200

Ionic DeZign Studios
ARCHITECTURE & INTERIORS & GRAPHICS
2416 UNIVERSITY BOULEVARD
NORFOLK, VA 23509
757.444.7540 www.ionicdesign.com

[redacted]

STEPHEN L. KRETZ, No. 051342

Project # 140509
Scale 1" = 20'
Designed by TJH
Drawn by TJH
Checked by SLS
Item 01.04.2016

CHARTWAY FCU SITE PLAN

LANDSCAPE PLAN

Sheet Number
CS2001

ionic dezign studios

# Chartway Federal Credit Union—Newtown Branch

Newtown Road
Norfolk, VA

Site Plan

Project No: 140509 Date: 01/26/16

## Whitney, Chris

**From:** Straley, Matthew
**Sent:** Wednesday, December 16, 2015 11:23 AM
**To:** 'dematchen@aol.com'
**Cc:** Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Whitney, Chris
**Subject:** new Planning Commission application - 132 Kempsville Road
**Attachments:** Chartway.pdf

Ms. Matchen,

Attached please find the application for a special exception to operate a commercial drive-through at 132 Kempsville Road.

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

Should you have any questions, please e-mail or call *Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov*

Thank you.

**Matthew Straley**
GIS Technician II
Norfolk Department of City Planning
810 Union Street, Suite 508 | Norfolk, Virginia 23510
Matthew.Straley@norfolk.gov | Tel: 757-664-4769 | Fax: 757-441-1569

THE CITY OF NORFOLK
CITY PLANNING

January 11, 2016

City of Virginia Beach
Department of Planning and Community Development
Barry Frankenfield
2405 Courthouse Drive, Building 2, Room 115
Virginia Beach, VA 23456

Dear Mr. Frankenfield,

The Norfolk Department of City Planning has recently received an application by **CHARTWAY FEDERAL CREDIT UNION** to operate a commercial drive-through facility on property located at 132 Kempsville Road, and located within one-half mile of the western corporate boundary of the City of Virginia Beach.

This item is tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on January 28, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia.

If you would like additional information on the request, you may contact applicant, John Blum at (757) 552-1000, ext. 43004, jwblum@chartway.com, or you may telephone Chris Whitney on my staff at (757) 823-1253, chris.whitney@norfolk.gov. A copy of the complete application is enclosed.

This notice is being sent in accordance with the advertising requirements of the Code of Virginia, section 15.2-2204(c); pertaining to certain land use applications involving any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth. Because this notice is within the 10-day period before the scheduled date indicated above, you are asked to acknowledge your acceptance and receipt of this actual notice, in accordance with Virginia Code section 15.2-2204(c), either by signing a copy of this letter or by separate correspondence sent to this office.

Sincerely,

Leonard M. Newcomb III

Leonard M. Newcomb, III, CFM
Department of City Planning
Assistant Director

cc: Chris Whitney, CFM (email)

# 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

February 11, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Ordinance Granting an Exemption from Real Estate Taxes for Real Property of St. Thomas A.M.E. Zion Church Retroactive to July 1, 2013

**R-3**

Dear Ladies and Gentlemen:

This agenda item is an application for tax relief from St. Thomas A.M.E. Zion Church ("St. Thomas"), a church which failed to properly maintain its exemption, 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 July 1, 2013 in the amount of $47,160.71 and forgives $6,387.55, which St. Thomas owes the City for nuisance abatement.

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

Form CCO-003

Form and Correctness Approval:

By Martha P. McSwain
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By _____
DEPT.

# ORDINANCE No.

AN ORDINANCE GRANTING AN EXEMPTION FROM REAL ESTATE TAXES FOR REAL PROPERTY OF ST. THOMAS A.M.E. ZION CHURCH RETROACTIVE TO JULY 1, 2013.

- - -

WHEREAS, St. Thomas A.M.E. Zion Church ("St. Thomas") has filed an application for exemption from real estate taxes for nine 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, each parcel is exempt pursuant to Article X, § (6)(a)(2) of the Virginia Constitution; and

WHEREAS, each parcel was removed from tax exempt status as of July 1, 2013, because St. Thomas failed to file triennial recertification applications for the parcels; and

WHEREAS, St. Thomas owes the City $6,387.55 for a nuisance abatement on Parcel. No. 2379-4600; and

WHEREAS, the revenue impact to the City and its taxpayers for granting retroactive exemption and forgiving the nuisance abatement is $47,160.71; 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. Thomas's for retroactive exemption to July 1, 2013 be granted; now and the $6,387.55, which St. Thomas owes the City for nuisance abatement be forgiven, therefore,

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

Section 1:- That St. Thomas A.M.E. Zion Church is hereby granted an exemption for Parcel No. 8293-1702, Parcel No. 8293-2600, Parcel No. 8293-1725, Parcel No. 2379-4700, Parcel No. 3306-9100, Parcel No. 2379-4600, Parcel No. 1968-1800, Parcel No. 1968-1700 and Parcel No. 1968-1900 retroactive to July 1, 2013.

Section 2:- That the tax exemption granted herein is based on the Council's finding that the St. Thomas A.M.E. Zion Church 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 $6,387.55, which St. Thomas owes the City for nuisance abatement, is hereby forgiven.

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

# NORFOLK

*Office of the City Attorney*

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
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JACK E. CLOUD
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HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

February 4, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Ordinance to Amend Norfolk City Code Sections 24-160, 25-219, 42-34, and 42-35

Dear Ladies and Gentlemen:

**R-4**

Currently City Code Sections 24-160, 25-219, 42-34, and 42-35 use the words "church", "churches" and "Sunday school". Virginia Wesleyan College has asked that those words be changed to "religious education", "religious institution" and "religious institutions" as appropriate. The attached ordinance accomplishes their request.

There is also a typographical error in 42-34. The word "show" should be "snow."

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

2/4/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN SUBSECTION (f) OF SECTIONS 24-160, SECTION 25-219, SECTION 42-34, AND SUBSECTION (a) OF SECTION 42-35 OF THE CODE OF THE CITY OF NORFOLK, 1979, SO AS TO REPLACE THE WORDS SUNDAY SCHOOL, CHURCH AND CHURCHES WITH THE WORDS RELIGIOUS EDUCATION, RELIGIOUS INSTITUTION AND RELIGIOUS INSTITUTIONS AND SO AS TO CORRECT THE TYPOGRAPHICAL ERROR IN SECTION 42-34 BY REPLACING THE WORD SHOW WITH THE WORD SNOW.

- - -

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

Section 1:- That Subsection (f) of Section 24-160 of the Code of the City of Norfolk, 1979, is hereby amended and reordained to read as follows:

Sec. 24-160. - Levy and amount of license fee.

(f) For each bus used exclusively for transportation to and from religious education or religious institution for the purpose of divine worship, the fee shall be twenty-five dollars ($25.00) on such buses weighing four thousand (4,000) pounds or less, and thirty dollars ($30.00) for such buses weighing more than four thousand (4,000) pounds.

Section 2:- That Section 25-219 of the Code of the City of Norfolk, 1979, is hereby amended and reordained to read as follows:

Sec. 25-219. - Same — Racing.

Any person who shall engage in a race between two (2) or more motor vehicles on the streets of the city, or upon any driveway or premises of a religious institution, school, recreational facility or business property

open to the public within the city, shall be guilty of reckless driving, unless authorized by the owner of the property or his agent. When any person shall be convicted of reckless driving under this section, then in addition to any other penalties provided by law, the operator's or chauffeur's license of such person shall be suspended by the court or judge for a period of not less than six (6) months nor more than two (2) years. In case of conviction, the court or judge shall order the surrender of the license to the court where it shall be disposed of in accordance with the provisions of section 46.2-398 of the Code of Virginia.

Section 3:- That Section 42-34 of the Code of the City of Norfolk, 1979, is hereby amended and reordained to read as follows:

Sec. 42-34. - Removal of snow from sidewalks —By owners or occupants of abutting property.

It shall be the duty of every person using or occupying, in any manner or for any purpose whatsoever, any house, store, shop, building or tenement of any kind, and of persons having charge of religious institutions and public buildings of any description, other than public schools and buildings owned or occupied by the city, and of owners of unoccupied houses or unimproved lots, situate on any paved street, lane or alley in the city, within three (3) hours after the fall of any snow has ceased, to remove and clear away, or cause to be removed and cleared away, the snow from the sidewalks fronting such house, store, shop, religious institution, building or lot, in such manner as not to obstruct the passage of the water in the gutters. If snow ceases to fall between the hours of 3:00 p.m. and 7:00 a.m., the removal of the snow before 11:00 a.m. will be deemed compliance with this section.

Section 4:- That Subsection (a) of Section 42-35 of the Code of the City of Norfolk, 1979, is hereby amended and reordained to read as follows:

Sec. 42-35. - Same — By director of public works.

(a) It shall be the duty of the director of public works to cause snow and ice to be removed, by persons employed for cleaning the streets and by additional labor when an emergency shall require it, from the sidewalks or footways across intersecting streets, and to remove ice and other obstructions to the free passage of water at the intersections of the several streets of the city, and to cause snow and ice to be removed from the sidewalks fronting the houses, stores, religious institutions, lots or buildings of such persons as shall neglect or refuse to remove the same as provided in section 42-34, at the expense of such persons, the expense thereof to be certified to the city treasurer for collection.

Section 5:- That this ordinance shall be in effect from and after its adoption.

C: Dir., Public Works

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: David Ricks, Director of Public Works

**Subject**: Amend and reordain Sections 25-646 and 25-654 of the *Norfolk City Code* to add seven new speed limits and one new stop intersection

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

**Ward/Superward**: 1/6, 2/6

Approved: Marcus D. Jones, City Manager

**Item Number:** **R-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**

This agenda item is in response to requests from area residents and various civic leagues. The Department of Public Works' Division of Transportation has conducted investigations regarding the posting of traffic control signs at the locations listed below and recommends the following amendments to the *Norfolk City Code* to reflect changes to existing regulations at these locations:

| Location | Proposed Amendment |
|---|---|
| 1. Claud Lane, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue. | 20 MPH Speed Limits |
| 2. Cortlandt Place, twenty (20) miles per hour between W. Little Creek and the southern terminus. | 20 MPH Speed Limit |
| 3. Helena Avenue, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue. | 20 MPH Speed Limit |
| 4. Pasadena Court, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue. | 20 MPH Speed Limit |
| 5. Runnymede Road, twenty (20) miles per hour between Hampton Boulevard and Trouville Avenue. | 20 MPH Speed Limit |
| 6. Shirland Avenue, twenty (20) miles per hour between W. Little Creek and Claud Lane. | 20 MPH Speed Limit |
| 7. Trouville Avenue, twenty (20) miles per hour between Hampton Boulevard and Runnymede Road. | 20 MPH Speed Limit |
| 8. North Shore Road at its intersection with Cortlandt Place. | Add Stop |

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

**IV. Analysis**

The investigations consider the flow and volume of traffic of the intersections. The recommendations will improve the traffic flow on city streets.

**V. Financial Impact**

There will be minimal impact to the city budget for the installation or removal of these traffic control signs. There will be ongoing maintenance costs associated with the average 10-year life span of the signs and replacement costs for any knockdowns.

**VI. Environmental**

N/A

**VII. Community Outreach/Notification**

This project has been coordinated with the Meadowbrook Civic League. 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 has been coordinated with the Department of Public Works and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Location Maps
- Traffic Control Signs Ordinance Summary

1/11/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN SECTIONS 25-646 AND 654 OF THE NORFOLK CITY CODE, 1979, **SO AS TO** ADD SEVEN NEW SPEED LIMITS AND ONE NEW STOP INTERSECTION.

- - -

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

Section 1:- That Section 25-646 of the Norfolk City Code, 1979, regarding speed limits, is hereby amended and reordained so as to add the following new subsections:

Claud Lane, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue.

Cortlandt Place, twenty (20) miles per hour between W. Little Creek Road and the southern terminus.

Helena Avenue, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue.

Pasadena Court, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue.

Runnymede Road, twenty (20) miles per hour between Hampton Boulevard and Trouville Avenue.

Shirland Avenue, twenty (20) miles per hour between W. Little Creek Road and Claud Lane.

Trouville Avenue, twenty (20) miles per hour between Hampton Boulevard and Runnymede Road.

Section 2:- That Section 25-654 of the Norfolk City Code, 1979, regarding stop intersections, is hereby amended and reordained so as to add the following new subsection:

North Shore Road at its intersection with Cortlandt Place.

Section 3:- That this ordinance shall be in effect from and after its adoption.

1. Claud Lane, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue. (20 MPH)
2. Cortlandt Place, twenty (20) miles per hour between W. Little Creek and the southern terminus. (20 MPH)
3 Helena Avenue, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue. (20 MPH)
4. Pasadena Court, twenty (20) miles per hour between Hampton Boulevard and Shirland Avenue. (20 MPH)
5. Runnymede Road, twenty (20) miles per hour between Hampton Boulevard and Trouville Avenue. (20 MPH
6. Shirland Avenue, twenty (20) miles per hour between W. Little Creek and Claud Lane. (20 MPH)
7. Trouville Avenue, twenty (20) miles per hour between Hampton Boulevard and Runnymede Road. (20MPH)
8. North Shore Road at Courtlandt Place. (Stop)

C: Dir., Department of Public Works

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: David Ricks, Director of Public Works

**Subject**: Amend and reordain Sections 25-652 and 25-654 of the *Norfolk City Code* to add one new one-way street and five new stop intersections

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

**Ward/Superward**: 1/6, 2/6

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **R-6**

I. **Recommendation:** Adopt ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**

This agenda item is in response to requests from area residents and various civic leagues. The Department of Public Works' Division of Transportation has conducted investigations regarding the posting of traffic control signs at the locations listed below and recommends the following amendments to the Code of Norfolk to reflect changes to existing regulations at these locations:

| Location | Proposed Amendment |
|---|---|
| 1. W. Wilson Avenue shall be a one-way street, for westbound traffic only, from Granby Street to W. Olney Road. | Add One way |
| 2. Burleigh Avenue at its intersection with Colonial Avenue. | Add Stop |
| 3. Maycox Avenue at its intersection with Cedar Level Avenue. | Add Stop |
| 4. Maycox Avenue at its intersection with Colonial Avenue. | Add Stop |
| 5. North Shore Road at its intersection with Cedar Level Avenue. | Add Stop |
| 6. North Shore Road at its intersection with Colonial Avenue. | Add Stop |

810 Union Street #1101 ▪ Norfolk, Virginia 23510
Phone: 757-664-4242 ▪ Fax: 757-664-4239

**IV. Analysis**

The investigations consider the flow and volume of traffic of the intersections. The recommendations will improve the traffic flow on city streets.

**V. Financial Impact**

There will be minimal impact to the City Budget for the installation or removal of these traffic control signs. There will be ongoing maintenance costs associated with the average 10-year life span of the signs and replacement costs for any knockdowns.

**VI. Environmental**

N/A

**VII. Community Outreach/Notification**

This project has been coordinated with the Wards Corner Civic League, Downtown Norfolk Council, and Arts District business and residents. 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 has been coordinated with the Department of Public Works and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Location Maps
- Traffic Control Signs Ordinance Summary

1/11/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN SECTIONS 25-652 AND 654 OF THE NORFOLK CITY CODE, 1979, **SO AS TO** ADD ONE NEW ONE-WAY STREET AND FIVE NEW STOP INTERSECTIONS.

- - -

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

Section 1:- That Section 25-652 of the Norfolk City Code, 1979, regarding one-way streets, is hereby amended and reordained so as to add the following new subsection:

W. Wilson Avenue shall be a one-way street, for westbound traffic only, from Granby Street to W. Olney Road.

Section 2:- That Section 25-654 of the Norfolk City Code, 1979, regarding stop intersections, is hereby amended and reordained so as to add the following new subsections:

Burleigh Avenue at its intersection with Colonial Avenue.

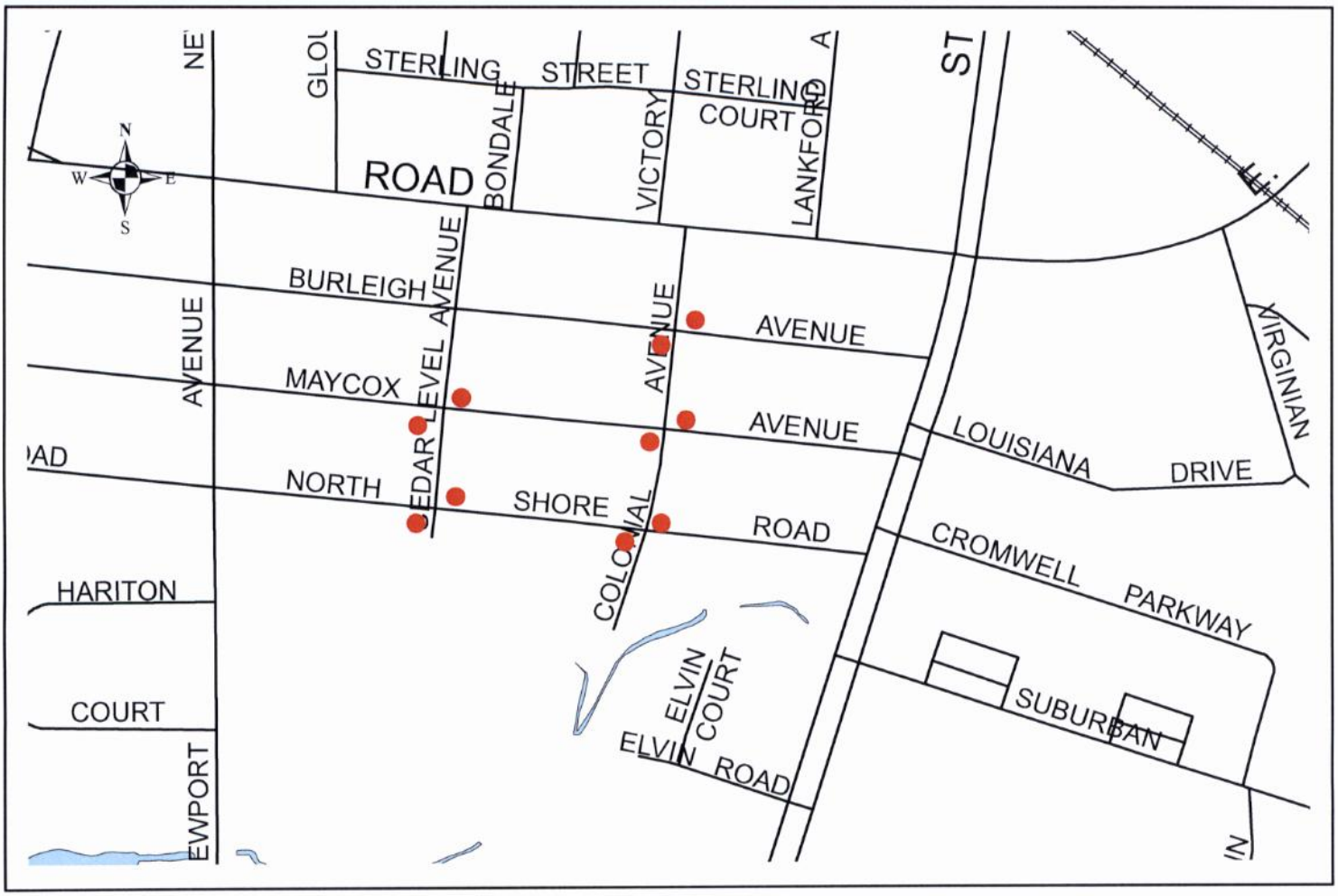
Maycox Avenue at its intersection with Cedar Level Avenue.

Maycox Avenue at its intersection with Colonial Avenue.

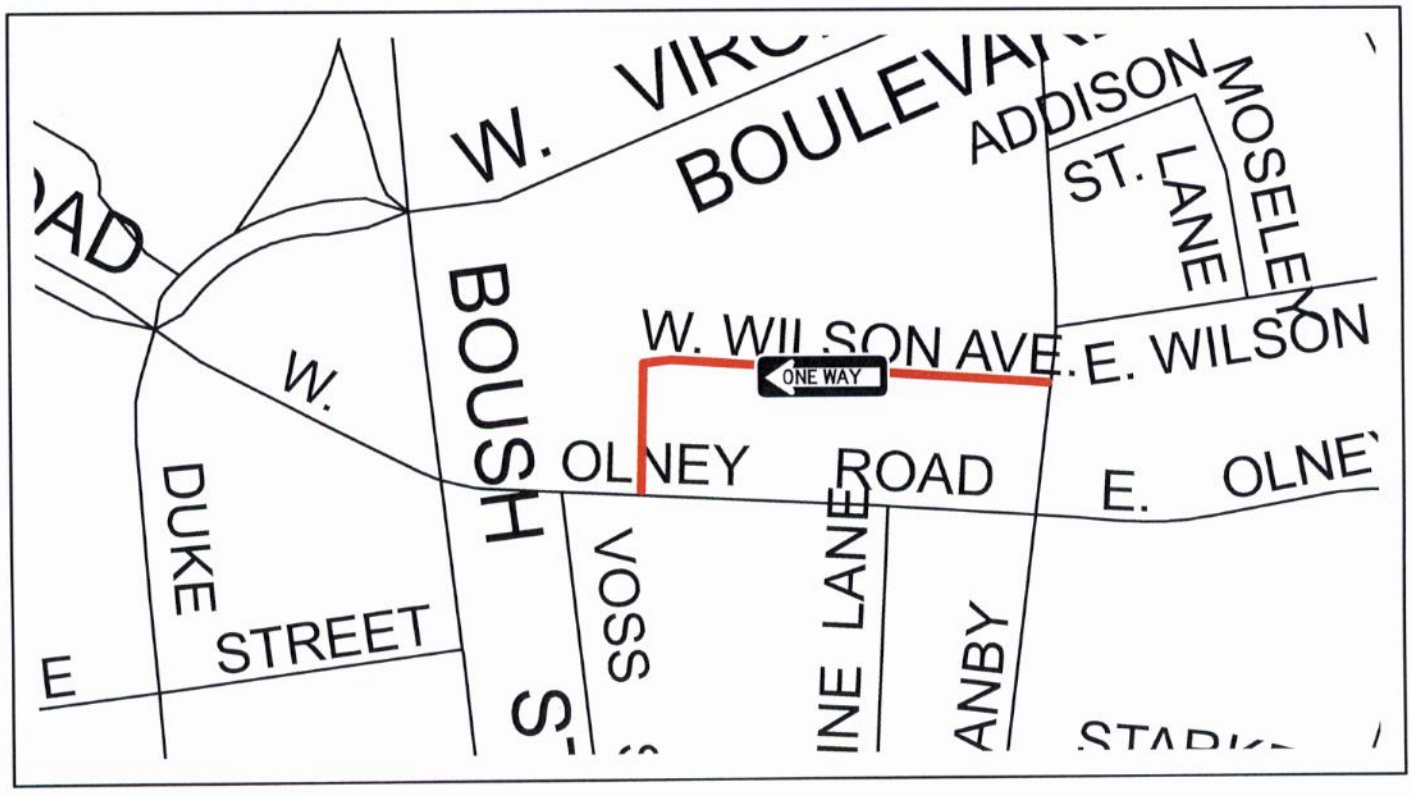
North Shore Road at its intersection with Cedar Level Avenue.

North Shore Road at its intersection with Colonial Avenue.

Section 3:- That this ordinance shall be in effect from and after its adoption.




2. Burleigh Avenue at its intersection with Colonial Avenue. (Stop)
3. Maycox Avenue at its intersection with Cedar Level Avenue. (Stop)
4. Maycox Avenue at its intersection with Colonial Avenue. (Stop)
5. North Shore Road at its intersection with Cedar Level Avenue. (Stop)
6. North Shore Road at its intersection with Colonial Avenue. (Stop)




1. W. Wilson Avenue from Granby Street to W. Olney Road. (One- Way for westbound traffic only)

C: Dir., Office of Emergency Preparedness and Response

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: James A. Redick, Director, Emergency Preparedness and Response

**Subject**: FY 2015 State Homeland Security Program Grant

Reviewed: _____
Wynter C. Benda, Deputy City Manager

**Ward/Superward**: Citywide

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 and appropriate a grant award in the amount of $71,370.00 from the Virginia Department of Emergency Management, 2015 State Homeland Security Grant ("grant"). These funds will be used to enhance community sheltering in the City of Norfolk (the "city") and provide equipment and training for additional shelters.

IV. **Analysis**
The funding awarded from the grant will provide two quick generator hook-ups at two churches, Norview Baptist Church and St. John's A.M.E. Church, to allow them to function as shelters in times of need. The grant will allow the purchase of equipment for the churches and the city's regular shelters, training for staff, and an assessment of our churches and city shelters to ensure we are able to serve the entire community. The funds will also allow the city to continue to support volunteer organizations such as Community Emergency Response Team, Medical Reserve Corps, and Tidewater Search and Rescue.

V. **Financial Impact**
Funds appropriated through this grant will supplement emergency services and will not impact the City of Norfolk's ("city's") general fund budget.

VI. **Environmental**
There are no environmental issues associated with this matter.

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 Office of Emergency Preparedness and Response, the Office of Budget and Strategic Planning and the City Attorney's Office.

Supporting material from the City Attorney's Office:

- Ordinance

./20/16 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Emergency Preparedness & Response

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.

$ 71,370.00 2275-74-9140-9140
Account

_____ 2/4/16
Director of Finance Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE ACCEPTING A 2015 STATE HOMELAND SECURITY PROGRAM GRANT AWARD OF $71,370.00 FROM THE VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (VDEM) FOR THE CITY OF NORFOLK OFFICE OF EMERGENCY MANAGEMENT FOR COMMUNITY SHELTERING ENHANCEMENT EQUIPMENT.

- - -

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

Section 1:- That a $71,370 grant award from the Virginia Department of Emergency Management (VDEM) for the City of Norfolk Office of Emergency Management is hereby accepted for Community Sheltering Enhancement equipment.

Section 2:- That $71,370 in grants funds are hereby appropriated and authorized to be expended for Community Sheltering Enhancement equipment, according to the terms and conditions of the 2015 State Homeland Security Program Grant, if and when the funds are made available from the Virginia Department of Emergency Management (VDEM).

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

C: Director, Department of Development

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: Charles E. Rigney, Sr. Director of Development

**Subject**: Resolution designating the Greater St. Paul's Revitalization Area

Reviewed: _____
Peter H. Chapman, Deputy City Manager

**Ward/Superward**: 4/7

Approved: _____
Marcus D. Jones, City Manager

**Item Number:** **R-8**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk, Department of Development

III. **Description**
This agenda item is a resolution designating the Greater St. Paul's Revitalization Area described generally as the area to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street.

IV. **Analysis**
This resolution will designate a revitalization area for the purposes of enabling the Virginia Housing and Development Authority to provide financing for a mixed-income or affordable housing project. The proposed resolution will fulfill the requirements of § 36-55.30:2 of the *Code of Virginia,* 1950.

V. **Financial Impact**
There are no local incentives provided with the designation of the revitalization area.

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 Department of Development, the City Attorney's Office and the City Manager's Office.

Supporting Material from the Office of the City Attorney:

- Resolution
- Exhibit A, Map of Revitalization Area

10/27/15mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Development

NORFOLK, VIRGINIA

# RESOLUTION No.

A RESOLUTION TO DESIGNATE THE AREA GENERALLY TO THE EAST OF ST. PAUL'S BOULEVARD, TO THE SOUTH OF EAST BUTE STREET, TO THE WEST OF FENCHURCH STREET, AND TO THE NORTH OF MARINER STREET IN THE CITY OF NORFOLK AS THE GREATER ST. PAUL'S REVITALIZATION AREA.

- - -

WHEREAS, pursuant to § 36-55.30 of the Code of Virginia, 1950, as amended (the "Code"), the Virginia Housing and Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to § 36-55.30:2 of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area; and

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income or affordable housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the

authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2 of the Code, the City Council desires to designate and to establish the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Greater St. Paul's Revitalization Area"; and

WHEREAS, the area of the City encompassed by the Greater St. Paul's Revitalization Area is to be determined in accordance with Exhibit A but can be described generally as the area to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street; now, therefore

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

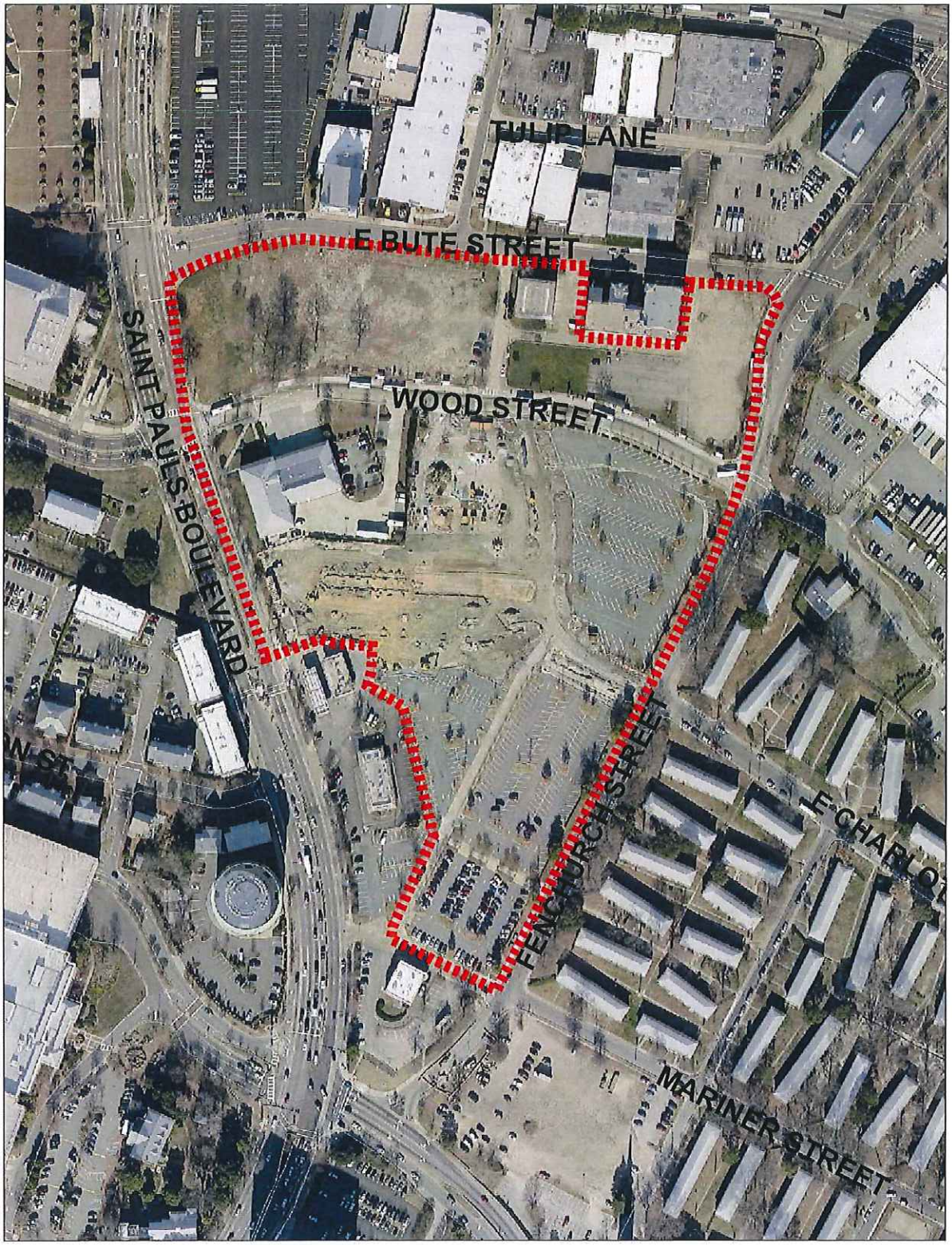
Section 1:- That in furtherance of the above-stated desire and intent of the City Council and pursuant to § 36-55.30:2 of the Code, the City Council hereby

designates that area shown within the boundary lines on Exhibit A attached hereto as the Greater St. Paul's Revitalization Area.

Section 2:- That the City Council hereby finds (i)(a) the Greater St. Paul's Revitalization Area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements, or other facilities in such area are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, and (b) the industrial, commercial or other economic development of the Greater St. Paul's Revitalization Area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or to remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Greater St. Paul's Revitalization Area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Section 3: This ordinance shall be in effect from and after the date of its adoption.

EXHIBIT A


TULIP LANE
E BUTE STREET
WOOD STREET
SAINT PAULS BOULEVARD
FENCHURCH STREET
MARINER STREET

# 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

February 23, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Miller Oil Co., Inc.

**R-9**

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Miller Oil Co., Inc. in the amount of $624,684.00 based upon the overpayment of its Business Professional and Occupational License tax for the years 2012 through 2015, resulting in a refund due of $624,684.00, 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

2/10/16mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. 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.

$ 624,684.00 1000 17 034 418550

Account

_____ 2/17/16
Director of Finance Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO MILLER OIL CO., INC. BASED UPON THE OVERPAYMENT OF BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE TAXES FOR TAX YEARS 2012 THROUGH 2015.

- - -

WHEREAS the Commissioner of the Revenue has determined that business professional and occupational license taxes were erroneously overpaid by Miller Oil Co., Inc. for the tax years 2012 through 2015, and has corrected this assessment in accordance with Virginia Code § 58.1-3981; and

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 $624,684.00, plus interest; now, therefore

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

Section 1:- That $624,684.00 is hereby appropriated for a refund to Miller Oil Co., Inc. for tax years 2012 through 2015.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Miller Oil Co., Inc. 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:**

**Miller Oil Company, Inc.**
**Account Number**
**75536/004979**

**February 18, 2016**

**Overview:** This refund is the result of a BPOL tax amendment filed by the Miller Oil Company for the years 2012 through 2015. Miller Oil sells petroleum as a wholesaler to convenience stores owned or operated by third parties for resale to consumers and to institutional, commercial, government and industrial users. Miller Oil does not own or lease a petroleum storage facility in the City. Miller Oil over-reported and overpaid BPOL taxes to the City on the wholesale dealer sales and commercial fuel sales. Miller Oil is requesting the following refunds: $142,045 for year 2015; $141,448 for year 2014; $162,349 for year 2013 and $178,842 for year 2012. This refund request is consistent with Public Document 09-1(attached).

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 **$624,684.00** for the 2016 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 **$624,684.00**

**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 $624,684.00 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.**

C. Evans Poston, Jr., Commissioner of the Revenue — Date: 2/18/16

Bernard Pishko, City Attorney — Date: 2/18/16

C: Director, Department of Human Resources

City of NORFOLK

**To the Honorable Council**
**City of Norfolk, Virginia**

February 23, 2016

From: Capri M. Stanley-Smith, Director of Human Resources

**Subject**: Amend and reordain the FY 2016 Compensation Plan

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward**: Citywide

Approved: Marcus D. Jones, City Manager

**Item Number:** **R-10**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to amend and reordain the FY 2016 Compensation Ordinance to provide bonuses for employees who were not initially eligible for an increase due to reaching the maximum of their respective pay range.

IV. **Analysis**
The FY 2016 Compensation Plan approved in May 2015 provided at least a two percent general wage increase (GWI), 2.5 percent step increase and/or a bonus for most employees. However, there were some employees who did not receive an increase because they were beyond the maximum of their pay range. This amendment allows these affected general and constitutional employees to receive a two percent bonus and the affected sworn officers to receive a 2.5 percent bonus.

V. **Financial Impact**
This action will cost an estimated additional $185,000 to provide the affected employees with a bonus.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
N/A

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 Department of Human Resources, Office of Budget and Strategic Planning and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance

2/19/16 (sb)

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Human Resources

Pursuant to Section 72 of the City Charter, I hereby by 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.

$ 185,000.00 — various Account

Director of Finance — 2/19/16 Date

NORFOLK, VIRGINIA

# ORDINANCE No.

AN ORDINANCE AMENDING AND REORDAINING THE FISCAL YEAR 2016 COMPENSATION PLAN (ORDINANCE NO. 45,954) TO ADD ONE NEW SECTION AUTHORIZING A BONUS FOR CERTAIN EMPLOYEES.

- - -

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

Section 1:- That the fiscal year 2016 Compensation Plan Ordinance (No. 45,954) of the City of Norfolk is hereby amended and reordained so as to add one new section, numbered and reading as follows:

Section: 3.5: Bonuses.

(a) General City Employees and Employees of Constitutional Officers.

Effective January 8, 2016, a one-time bonus of two percent (2%) shall be provided to those general City and Constitutional employees hired prior to July 1, 2015, who were ineligible for the general wage increase or bonus of January 8, 2016, because their annual salaries were at or above the maximum of their pay ranges. A general City employee is one who is not a "public safety officer" in the compensation plan with two and a half percent (2.5%) steps.

(b) Sworn Employees.

Effective January 8, 2016 a one-time bonus of two and a half percent (2.5%) shall be provided to those sworn employees that were hired prior to July 1, 2015 and are no longer serving a probationary period as of December 31, 2015, who were ineligible for the step increase or bonus of

January 8, 2016, because their annual salaries were at or above the maximum of their pay ranges.

(c) No employee shall be entitled to a bonus under both section (a) and (b) above. Only those employees eligible on January 8, 2016 hereunder are eligible for a bonus.

Section 2:- That this ordinance shall be in effect from and after its adoption.