CITY COUNCIL AGENDA

TUESDAY, MARCH 22, 2016

Work Session Agenda

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

Communities And Public Safety Committee

- Renovate Norfolk

Work Session Agenda Continued

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

Council Interests

Documents: 03-22-16 COUNCIL INTERESTS.PDF

Agenda Overview

Presenter: *Marcus D. Jones, City Manager*

Break For Dinner

SPSA

Presenter: *Richard Broad,Assistant Director of PublicWorks*

Documents: 03-22-16 SPSA UPDATE TO CC - WITH APPENDICES.PDF

Small, Woman-Owned, And Minority-Owned Business Program

Presenter: *Marcus D. Jones, City Manager*

Documents: 03-22-16 SWAM PRESENTATION.PDF

Improvements To Time And Absence Management

Presenter: *Capri Stanley-Smith, Director of Human Resources*

Documents: 03-22-16 TIME AND ABSENCE MANAGEMENT PRESENTATION.PDF

Additional Documents

Documents: 03-22-16 MEMO - CHANGE OF ZONING AND SPECIAL EXCEPTION FOR ANDALOUSI.PDF, 03-22-16 PENDING LAND USE ACTIONS.PDF

Announcement Of Meeting

Documents: ANNOUNCEMENT OF MEETING.PDF

Formal Session Agenda

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

Prayer

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

Public Hearings

PH-1

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving the release, subject to a certain condition, of a fifteen foot permanent utility easement and a fifteen foot permanent access easement over property owned by **LG Capital, LLC**, located at 4**621 Ptetty Lake Avenue** in the City of Norfolk.

Documents: PH-01 RELEASE OF DRAINAGE AND ACCESS EASEMENTS - 4621 PRETTY LAKE AVE.PDF

PH-2

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a text amendment to Table 6-A, "Commercial Districts Table of Land Uses," and Section 25-10.9, "**Tattoo Padot and Tattoo School**," within the *Zoning Ordinance of the City of Noifolk, 1992*, to allow "Tattoo Parlor/School" in the C-2 (Corridor Commercial) District by Special Exception, and to amend the 1,000 foot minimum separation requirement between Tattoo Parlors/Schools.

Documents: PH-02 ZONING TEXT AMENDMENT TO ALLOW TATTOO PARLORS IN C-2 DISTRICT.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 **Tattants Bay, LLC** for a change of zoning from I-4 (Waterfront Industrial) District to Conditional D-5 (Fort Norfolk) District on property located at **151 Rivet-view Avenue**.

Documents: PH-03 CHANGE OF ZONING AT 151 RIVERVIEW AVE - TARRANTS BAY LLC.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 **Cristina Angelo** for a change of zoning from I-2 (Light Industrial) District to Conditional C-2 (Corridor Commercial) District on property located at **2410-2414 Colonial Avenue and 433-435 W. 25th Street**.

Documents: PH-04 CHANGE OF ZONING AT 2410-2414 COLONIAL AVE - CRISTINA ANGELO.PDF

PH-5

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Andalousi** for a change of zoning from R-8 (Single-Family) District to Conditional C-1 (Limited Commercial) District on property located at **2729 Bowdens Ferry Road**.

Documents: PH-05 CHANGE OF ZONING AT 2729 BOWDENS FERRY RD - ANDALOUSI.PDF

PH-6

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Vistacor Advisors, LLC**, for a change of zoning to modify the conditions on property zoned Conditional C-2 (Corridor Commercial) District on property located at **2315, 2401, 2419, 2501, 2517, 2601, 2605, and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221, and 1225 West 2511, Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road**.

Documents: PH-06 CONDITIONAL REZONING AMENDMENT - VISTACORE ADVISORS, LLC.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 approving a **Land Disposition and Development Contract** with Ocean View Properties, Inc. for two parcels of land consisting of a total of 3.7 acres, more or less, and located at **719 E. Ocean View Avenue**.

(The developer has requested to continue to April 26, 2016)

Documents: PH-07 CONTINUED TO APRIL 26 - LDDC WITH OCEAN VIEW PROPERTIES, INC..PDF

PH-8

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Pinewell Station** for a) an amendment to the City's Future Land Use Map within the general plan, *plaNotfolk2030*, from Open Space/Recreation and Commercial to Multifamily; b) a text amendment to the City's Zoning Ordinance to create PD-R Pincwell Station (Pinewell Station Residential Planned Development) district and c) for a change of zoning from C-2 (Corridor Commercial) and OSP (Open Space Prese1vation) Districts to PD-R Pinewell Station (Pinewell Station Residential Planned Development) District on property located at **600 and 719 East Ocean View Avenue**.

(The developer has requested to continue to April 26, 2016)

Documents: PH-08 CONTINUED TO APRIL 26 - AMEND PLANORFOLK2030 AND CHANGE OF ZONING - PINEWELL STATION.PDF

Regular Agenda

R-1

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation the donation to the City of a K-9 dog having a value of approximately $7,000 from Dr. Caesar DePaco and Mrs. Deanna Padovani-DePaco for the **Norfolk Police Department K-9 Program**," will be introduced in writing and read by its title.

Documents: R-01 DONATION OF K-9 DOG TO THE CITY OF NORFOLK.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a policing in the **21st Century Grant Award** of $10,000.00 from the **Virginia Department of Criminal Justice Services for the Police Athletic League and Business Watch Programs**, appropriating and authorizing the expenditure of the grant funds and authorizing the expenditure of $500.00 from previously-appropriated funds as a local cash match for the programs," will be introduced in writing and read by its title.

Documents: R-02 ACCEPTANCE OF A POLICING IN THE 21ST CENTURY GRANT AWARD.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance finding a public necessity for the acquisition in fee simple of certain property located at **316 and 318 Brockwell Avenue** for the purpose of construction of a retention pond; approving the acquisition of the property by **Purchase Agreement or Condemnation**; and authorizing the expenditure of a sum of up to $46,000.00 from funds heretofore appropriated for acquisition of the property and all related transactional costs," will be introduced in writing and read by its title.

Documents: R-03 ACQUISITION OF PROPERTY - 316 AND 318 BROCKWELL AVE.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City to enter into a **Performance Agreement** with the Economic Development Authority of the City of Norfolk and Colonna's Ship Yard, Incorporated," will be introduced in writing and read by its title.

Documents: R-04 PERFORMANCE AGREEMENT TO FACILITATE GRANT FROM COMMONWEALTH OPPORTUNITY FUND - COLONNAS SHIP YARD.PDF

R-5

Letter from the City Attorney and an Ordinance entitled, "An Ordinance to amend and reordain Section 28-11 and Section 28-12 (a) of the *Norfolk City Code, 1979* concerning indecent exposure and public nudity **SO AS TO** add an exception to conform with the Code of Virginia regarding breastfeeding," will be introduced in writing and read by its title.

Documents: R-05 AMEND NORFOLK CITY CODE SECTIONS 28-11 AND 28-12A TO CONFORM WITH STATE CODE.PDF

R-6

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **Office Depot, Inc.** in the amount of $3,592.82, plus interest, based upon the overpayment of its Business License Tax for the year 2015," will be introduced in writing and read by its title.

Documents: R-06 TAX OVERPAYMENT - OFFICE DEPOT, INC..PDF

THE CITY OF NORFOLK

March 18, 2016

City Council;

Today's memo includes information from Tuesday's Council meeting. Highlights include:

- Symphony/Opera Update
- General Assembly Stormwater Fees Update
- Plans for Riverview Village
- Renovate Norfolk

This week the Tidewater Metro Ministers' Conference hosted a press conference to announce their plans to partner with police and help fight crime. Staff will work with them to implement "tip boxes" and support their town hall meetings to bolster relationships with the community.

I'm also pleased to share the Norfolk Community Services Board has launched the Road2Home program. This grant supported program consists of case managers and a variety of experts in the fields of housing, benefits and vocational skills. The Team's primary goal is to provide support and housing stabilization services to chronically homeless individuals and to veterans with behavioral health disorders in Norfolk, Chesapeake, and Western Tidewater.

The Road2Home staff will assist this vulnerable population in gaining access to any permanent housing opportunities that are available. Once housed, the Road2Home staff will continue to support individuals in addressing any challenges that may arise and helping the individuals become stable in their new home.

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:	March 18, 2016

Today's memo includes information from Tuesday's Informal Session.

OV Fire Condo Management Association: Staff has reached out to the Condo Association. Discussions are underway regarding how many of the 5 units can be rebuilt. Any new construction will have to conform to current zoning guidelines, including setbacks and floodplain considerations. Staff will continue to maintain open lines of communication as this process moves forward.

Riverview Updates: Staff is working on driver feedback signs to discourage speeding and we will work with Norfolk Police to step up enforcement. Staff will convert outside lanes on Granby Bridge into bike lanes. We are analyzing bike lanes in the Village. This concept has the potential to result in the loss of resurfacing dollars. We are designing gateway arches. We are also working on a parking solution for 41st Street.

Police Staffing: The City Manager and Chief meet weekly to discuss a variety of police department issues ranging from personnel to equipment needs. The Police Department does not have vacancies due to a lack of funding. On average the Department carries approximately 20 -25 vacancies. The vacancies are consistent with the number of officers transitioning from law enforcement, retiring from the City, and cross-over from an average of two recruiting classes a year.

SPSA Update: Staff will present information to Council during the March 22nd Informal Session.

Norfolk Public Schools Field/Equipment/Tennis: Staff reached out to NPS staff to schedule a meeting in order to ensure that we are working together on schools' athletic assets. More specifically, city staff visited and reviewed both high schools' tennis courts.

Booker T. Washington's tennis courts were repaired two years ago. Since then, water/drainage pipes underneath the courts failed causing substantial damage. Staff anticipates this will require a comprehensive repair and we are soliciting for quotes to share with NPS staff.

Maury High School's tennis courts were evaluated, as well. Work orders have been generated for the easier, immediate fixes. City staff will work with NPS staff about the more substantial repairs.

THE CITY OF NORFOLK

Teachers for Athletes at Ruffner Academy – Staff have coordinated with Norfolk Public Schools to determine the cost of providing five teachers, four days a week, for one hour a day at Ruffner Academy. It is estimated the annual personnel cost of this program is approximately $18,000. City staff are still working with NPS staff to determine the cost of any transportation-related needs.

Renovate Norfolk: The Department of Neighborhood Development has protocols in place to mitigate any displacement of residents as part the Renovate Norfolk initiative. Staff would only activate protocols when a life and safety issue puts a resident at risk.

Symphony/Opera Update: For more than two years, city staff has worked with both the Opera and Symphony to determine how best to repay their debts owed not only to the City but to the other localities in which they perform. The parties agreed to a five (5) year – three (3) year deferral of debt owed and then two (2) years for complete repayment – repayment plan that at root requires that the Opera and Symphony remain current with the City. This repayment plan gives both the Opera and Symphony the greatest ability to remain viable, become fiscally healthy and mirrors other localities' repayment plans.

Both arts organizations' executives and their boards recognize Norfolk as the arts and cultural hub of this region if not the state, and as such, they have taken this repayment planning process extremely seriously. Since agreeing to remain current with the City, both the Opera (January 2015) and Symphony (September 2015) have paid their rent to the City.

On April 26, 2016, city staff will docket a lease renewal between the City and Opera at the Harrison Opera House.

General Assembly Action Update: The railroad stormwater utility fee exemption was defeated on March 11th. Currently the city does not charge Norfolk Southern or other railroads for their rail lines. We do not believe any other Hampton Roads community charges for their tracks.

Residential Assessments: The Office of the Real Estate Assessor provides the following overview of the city's assessment process. Attached to this memo is a list of assessment changes by neighborhood from the FY 2015 Annual Report Office of the Real Estate Assessor. The city by law annually conducts a general reassessment with assessments effective July 1.

- Annual reassessments keep pace with changes in the market.
- It is not possible to smooth out assessments since State law requires assessments to be 100 percent of fair market value. Fair market value is the price the property would bring when it is offered for sale by one who desires but is not obliged to sell it, and is bought by one who desires but is under no necessity of having it.
- Property values are determined using one of three ways:
    - Sales comparison approach – compares a property to others recently sold, taking into consideration over/underpricing, size, quality, location and time of sale

- Cost approach – considers how much it would cost at current material and labor costs to replace the property, taking into consideration depreciation and land value
- Income approach – considers the income a property would produce if it were rented, taking into consideration the cost of operating and maintaining the property; however, this approach is rarely used to appraise single family homes

- Valid sales by neighborhood that occurred in calendar year 2015 are used to establish the assessments effective July 1, 2016 (FY 2017).
  - Examples of transactions that are not considered valid sales: forced sales (i.e. due to foreclosure, divorce, bankruptcy); sales after foreclosure; sale between friends or family members; short sales; and auction sale.
- If a property owner disagrees with the assessment, the Real Estate Assessor provides a process to appeal the assessment.

FY 2017 Projected Assessment Changes

Locality	Source	Overall Assessments percent change	Residential Assessments percent change
Norfolk	(1)	1.7%	0.9%
Chesapeake	(1)	1.5%	1.41%
Hampton	(2)	1.1%	-0.06%
Portsmouth	(1)	0.79%	0.58%
Virginia Beach	(3)	3.0%	3.7%

Sources: (1) City assessor office; (2) City press release; (3) City Assessor Annual Report
Information on Newport News and Suffolk is not yet available.

Assessment Changes by Neighborhood

The following is a breakdown by neighborhood of the percentage of change for land, building and total values from 2014 to 2015. The neighborhood numbers are **residential** only and are broken down further into non-water front (00 extension), waterfront (50 extension) and water view (55 extension).

NBHD	Neighborhood Name	Land %	Bldg %	Total %
110100	Willoughby	0	6.66	3.22
110150	Willoughby - Water Front	5.05	9.25	7.14
110200	Ocean View	0	3.51	2.14
110250	Ocean View - Water Front	0	3.87	1.77
110300	Pinewell	0	9.45	6.01
110400	Pinewell By The Bay	0	5.09	4.17
110450	Pinewell By The Bay - Water Front	0	4.5	3.07
110500	Bayview	0.33	0.17	0.23
110550	Bayview - Water Front	0	13.2	7.11
110600	Capeview	0	-0.81	-0.53
110650	Capeview - Water Front	-14.99	-0.21	-9.42
110700	Shore Drive (West)	0	5.5	1.49
110750	Shore Drive (West) - Water Front	0.13	12.87	5.4
110800	E. Ocean View (New)	4.58	6.38	5.91
110850	E. Ocean View (New) - Water Front	-13.34	2.59	-6.11
110900	Bay Breeze	20.07	6.51	10.7
110950	Bay Breeze - Water Front	8.02	12.16	10.26
120100	Ridgewell (Ocean View)	-0.01	1.1	0.56
120200	Pamlico	-0.04	5.96	3.66
120300	Lenox	0	-2.05	-1.33
120400	Commodore Park	0	7.39	4.43
120450	Commodore Park - Water Front	0	3.44	2.06
120500	Hampton Gardens	0	-1.83	-1.13
120600	Albemarle	0.09	2.7	1.64
120700	Oceanair	0	1.5	0.99
120800	Bayview Park	0	4.55	3.08
120850	Bayview Park - Water Front	14.48	18.3	17
120900	Willoughby Terrace	-10.15	8.37	1.45
130100	Glenwood Park	0	-0.46	-0.32
130300	Lochaven	0.05	2.08	1.37
130350	Lochaven - Water Front	0	4.09	2.13
130355	Lochaven - Water View	0	3.19	1.9

130400	North Meadowbrook	0	0.33	0.23
130500	Meadowbrook	0.16	2.61	1.75
130550	Meadowbrook - Water Front	0	2.18	1.1
130600	Riverfront	0	5.55	3.54
130650	Riverfront - Water Front	0	6.6	3.14
130700	North Titustown	0	-0.67	-0.53
130800	North Shore Point	0	2.17	1.25
130850	North Shore Point - Water Front	0	2.07	1.02
130900	Rose Gardens	0	3.26	2.23
131000	Pinehurst	0	-2.96	-2.01
131055	Pinehurst - Water View	0	-0.44	-0.29
131100	Colony Point	0	3.99	2.77
131150	Colony Point - Water Front	0	3.25	2.08
131200	South Titustown	0	1.75	1.25
131300	Oak Grove	0	-4.47	-3.36
131350	Oak Grove - Water Front	0	1.26	0.68
131400	Talbot Park	0	-1.83	-1.11
131450	Talbot Park - Water Front	0	-4.09	-2.28
131500	River Point	0	2.64	1.77
131550	River Point - Water Front	0	1.41	0.62
140100	Edgewater	-0.04	-3.41	-1.74
140150	Edgewater - Water Front	1.05	3.07	1.92
140155	Edgewater - Water View	0	3.75	2.21
140200	West Larchmont	-0.12	2.1	1.13
140255	West Larchmont - Water View	-1	1.56	0.42
140300	East Larchmont	0	0.17	0.11
140350	East Larchmont - Water Front	0	7.13	3.39
140400	Edgemere	0.96	9.76	5.19
140500	Lamberts Point	0	-0.86	-0.68
140600	Colley Avenue	0	4.29	2.82
140650	Colley Avenue - Water Front	0	3.8	2.43
140700	North Colonial Place	0	2.85	2.13
140750	North Colonial Place - Water Front	0	1.74	0.94
140755	North Colonial Place - Water View	-0.17	1.89	1.27
140800	Riverview	0.15	0.72	0.57
140850	Riverview - Water Front	0	1.63	0.83
140900	South Colonial Place	0	7.77	5.68
140955	South Colonial Place - Water View	0	2.52	1.73
141000	Virginia Place	0	14.9	11.63

141100	Villa Heights	0	4.94	4.11
141200	Park Place	0	-0.37	-0.29
141300	Glen Haven	0	1	0.46
141350	Glen Haven - Water Front	0	-1.48	-0.69
141400	Cruser Place	0	-1.73	-1.13
141500	North Larchmont	0.01	2.63	1.41
141550	North Larchmont - Water Front	0.6	2.06	1.36
141600	Riverview Park	14.65	3.9	6.8
141650	Riverview Park - Water Front	0	4.05	2
141655	Riverview Park - Water View	15.08	-1.37	3.56
150100	West Ghent	0	1.69	1
150300	Ghent	0	1.42	0.83
150400	Botetourt Gardens	0	10.38	7.2
150600	Mowbray Arch	-0.2	-0.43	-0.36
150650	Mowbrah Arch - Water Front	0	3.4	2.27
150700	Downtown College Palce	0	-0.66	-0.52
150755	Downtown College Place - Water View	0	2.95	2.06
150800	Ghent Commons	0	10.28	6.89
151000	Historic Downtown	0	2.63	1.83
151050	Historic Downtown - Water Front	0	-0.11	-0.06
160100	West Berkley	0	0	0
160200	East Berkley	0.04	-0.03	-0.01
160300	Campostella	-0.02	-0.42	-0.32
160400	Campostella Heights	10.65	7.67	8.57
160450	Campostella Heights - Water Front	0	-1.73	-0.8
160500	Newton Park	0	15.24	11.13
170100	Monticello Village	-0.07	-1.68	-1.14
170200	Oakdale	0	3.91	2.34
170300	Colonial Heights	0	-0.39	-0.39
170400	Snug Harbor	0	-1.74	-1.18
170450	Snug Harbor - Water Front	0	-2.16	-1.42
170500	Cherokee Heights	0	-1.53	-1.04
170550	Cherokee Heights - Water Front	5.31	-2.1	0.73
170600	Forrest Park	0	0.71	0.47
170650	Forrest Park - Water Front	0	0.79	0.46
170700	South Bayview	0	-1.79	-1.25
170800	Denby Park	0	-6.05	-4.1
170900	Lincoln Park	0	0.27	0.23
171000	Miller Heights	0	-0.72	-0.57

171100	Mamie Properties	0	3.02	2
171200	Washington Park	0	6.19	5.19
180100	Suburban Park	0	1.73	1.28
180200	Suburban Acres	0	7.76	4.82
180250	Suburban Acres - Water Front	0	-2.69	-1.65
180300	Granby Park	0	-4.34	-2.88
180400	Cromwell Farms	0	2.24	1.44
180450	Cromwell Farms - Water Front	0.17	2.76	1.59
180500	Roland Park	0	-10.89	-6.71
180550	Roland Park - Water Front	0	-10.55	-6.86
180600	Lakewood	0	2.7	1.91
180650	Lakewood - Water Front	0	5.06	2.54
180700	Bolling Brook	0	1.5	0.82
180800	Ellsworth	-0.05	4.75	3.2
180850	Ellsworth - Water Front	0	3.72	2.41
180900	East Belvedere	-0.28	3.42	2.01
180950	East Belvedere - Water Front	0	2.33	1.35
190150	Beacher Point - Water Front	0	2.67	1.83
190200	New Lafayette Shores	0	1.83	1.26
190250	New Lafayette Shores - Water Front	0	1.56	0.98
190300	Kent Park	0	-0.9	-0.57
190350	Kent Park - Water Front	0	-6.22	-3.82
190400	Old Lafayette Shores	0	-1.67	-1.09
190500	Winona	0	-1.05	-0.66
190550	Winona - Water Front	0	-1.32	-0.64
190600	Willard Park	0	-1.36	-1.04
190700	Lafayette Residence Park	0	4.64	2.98
190750	Lafayette Residence Park - Water Front	0	4.35	2.1
190800	Gowrie Park	1.97	1.54	1.66
190850	Gowrie Park - Water Front	0	1	0.58
190900	Lafayette Terrace	0.75	-2.49	-1.44
191000	Lafayette Park	0.27	2.53	1.82
191100	Lindenwood	0.4	3.49	2.63
191200	Belmont Place	0.17	10.18	6.61
191300	West Ballentine	0	2.14	1.49
191400	East Ballentine	0	0.05	0.04
191550	Holly Point - Water Front	0	-0.46	-0.32
191600	Sunshine Homes	0	-1.46	-0.85
191700	Barraud Park	0	2.54	1.8

200100	Huntersville	0	0.76	0.58
200200	St. Julian - Princess Anne Road	0	6.14	4.29
200300	Haynes Tract	0	-3.51	-2.46
200400	North Brambleton	-0.06	-2.08	-1.67
200500	Middletown Arch	0	-0.94	-0.73
200600	South Brambleton	0	2.63	1.92
200700	Chesterfield	-0.01	-0.81	-0.55
200755	Chesterfield - Water View	0	-0.95	-0.54
200800	Stonebridge	0	-1.54	-1.23
200900	Broad Creek	0	0.63	0.52
201000	Attucks Square	0	-1.74	-1.49
201100	New Huntersville	0	-0.75	-0.67
201200	Spartan Village	0	4.24	3.39
201300	The Village of Broadcreek	2.49	-0.29	0.06
210100	Belaire	0	-1.39	-0.97
210150	Belaire - Water Front	10.07	2.86	5.13
210200	Wedgewood	0	2.61	1.7
210300	Tarrallton	0	-2.74	-1.72
210350	Tarrallton - Water Front	0	-2.64	-1.51
210400	North Camellia	-0.01	0.72	0.47
210450	North Camellia - Water Front	0	0.8	0.43
210500	Camellia Shores	0	-2.18	-1.61
210550	Camellia Shores - Water Front	0	-2.37	-1.28
210600	East Ocean View - Redmon Road	0	-1.4	-0.9
210650	EOV - Redmon Road - Water Front	0	2.52	1.39
210655	EOV - Redmon Road - Water View	0	-2.92	-1.25
220100	East Little Creek Road	0	-0.46	-0.31
220200	Larrymore Lawns	0.65	1.66	1.36
220300	Hunters Chase	0	1.05	0.85
220350	Hunters Chase - Water Front	5.74	1.4	2.34
220400	North Saratoga	0	1.69	1.14
220450	North Saratoga - Water Front	0	0.99	0.66
220500	Camellia Acres	2.23	-3.85	-1.84
220600	East Lynne	0	-0.75	-0.44
220650	East Lynne - Water Front	0	0.62	0.41
220700	South Saratoga	0	-4.7	-3.66
220750	South Saratoga - Water Front	0.41	1.21	0.96
220800	Meadowbrook Forrest	0	-3.29	-2.37
220850	Meadowbrook Forrest - Water Front	0	-0.84	-0.55

220900	Lakeland/Bromley	-5.73	3.18	-0.2
220950	Lakeland/Bromley - Water Front	4.88	-4.18	-0.52
221000	Glengariff	0	-1.34	-0.96
221050	Glengarriff - Water Front	0	-1.4	-0.91
221100	Azalea Acres	0	0.76	0.5
221150	Azalea Acres - Water Front	0	-1.36	-0.79
221155	Azalea Acres - Water View	0	-2.6	-1.49
221200	Idlewood/Loam Street	0	-0.69	-0.47
221300	South Azalea Acres	0	-1.67	-1.25
221350	South Azalea Acres - Water Front	0	-1.93	-1.37
221500	Wilburn Farms	-0.13	-0.61	-0.47
221550	Wilburn Farms - Water Front	0	-0.18	-0.11
221600	The Gardens	0	-1.16	-0.87
221650	The Gardens - Water Front	1.14	12.38	7.1
230100	Oakwood Terrace	0	5.81	4.2
230200	Oakmont - St. Andrews Place	0	1.2	1.1
230300	Coronado	0	0.54	0.39
230400	Norview Townhouses	0	-1.32	-1.19
230500	Rosemont	0	-6.38	-5.1
230600	Greenhill Farms	0	-2.38	-1.85
230700	Sewells Gardens	0.34	-0.3	-0.06
230800	Norfolk Gardens	0	-1.64	-1.08
230900	East Norview	0	1.26	1.05
231000	Norview	0	-1.42	-0.99
240100	Estabrook	0	-0.45	-0.3
240200	Greenwood	0	3.66	2.39
240300	Brandon Place	1.01	1.89	1.63
240400	Norvella Heights	0	-2.07	-1.42
240500	Elmhurst	0	-3.56	-2.43
240600	Overbrook	0.48	-3.3	-2.01
240700	Pennystown	0.09	-0.89	-0.56
240800	North Fox Hall	0.84	4.23	3.27
240900	Coleman Place	0	-2.04	-1.37
241000	Fox Hall	0.02	-0.8	-0.57
241100	Norvella Heights	0	-1.48	-1.26
241200	West Estabrook	0	2.52	1.61
241300	South Coleman Place	0	-1.19	-0.86
241400	Estabrook Park	0	-1.41	-0.87
250100	Lansdale	0	-0.14	-0.1

250200	Lansdale East	0.25	-1.55	-1.11
250400	Fox Hall/Norcova	-14.86	-2.33	-6.94
250450	Fox Hall/Norcova - Water Front	0	-1.56	-0.93
250500	River Oaks	0	-1.19	-0.85
250600	Raby Road	0	1.77	1.15
250700	Tucker Place	0	-2.42	-1.64
250900	Broad Creek Shores/Anna Street	0	-3.3	-2.4
250950	Braoad Creek Shores/Anna Street - Water Front	0	-5.3	-3.77
251000	Poplar Halls	0	3.24	2.13
251050	Poplar Halls - Water Front	0	-0.97	-0.58
251100	Ingleside Terrace	0	-1.25	-0.79
251200	Waverly/Stuart Circle	0	-1.45	-1.24
251250	Waverly/Stuart Circle - Water Front	0	3.73	2.8
251300	Sandy Bay/Halter Lane	0	-3.76	-3.12
251350	Sandy Bay/Halter Lane - Water Front	0	-2.14	-1.53
251400	Ingleside	0.58	1.15	0.96
251450	Ingleside - Water Front	0	-2.85	-1.79
251500	Elizabeth Park	0	2.54	2.01
251550	Elizabeth Park - Water Front	0	-3.14	-1.81
251600	Wayside Manor	-18.12	-2.84	-8.05
251700	South Easton Place	0	-4.13	-2.87
251800	North Easton Place	0	0.69	0.53
251900	Woodbine	0	8.85	6.54
251950	Woodbine - Water Front	0	-1.94	-1.15
252000	River Forest Shores	0	1.49	1.07
252050	River Forest Shores - Water Front	0	6.49	4.12
252100	Pleasant Point	0	7.9	5.97
252150	Pleasant Point - Water Front	0	0.75	0.48
252200	Arch Cove Court	0	-2.52	-2.07
252250	Arch Cove Court - Water Front	0	-2.39	-1.76
252300	South Ingleside	0	-0.93	-0.63
252350	South Ingleside - Water Front	0	-1.76	-1.01
252400	Landsdale North	0	2.21	1.48
252550	Rivers Edge - Water Front	0	-0.46	-0.34
260100	Janaf Place	0	-3.64	-2.64
260200	Admiralty Acres	0	0.85	0.59
260300	Lake Terrace	0	3.04	1.75
260350	Lake Terrace - Water Front	0	1.54	0.8
260500	Fairlawn Estates	0	-4.46	-3.18

260600	Maple Hall/Hollywood	0.26	4.69	3.16
260800	Stoney Point	0	-6.59	-5.54
260900	North Glenrock	0.17	-2.26	-1.21
261000	South Glenrock	0	-2.29	-1.49

SPSA Update
Presented to City Council
March 22, 2016

Last Presentation October 27, 2015

- Discussed 3 bids plus landfill option
- Summarized Draft Use & Support Agreement
- Discussed Good Neighbor/Host Agreement Negotiations with Suffolk
- Provided a timeline for Next Steps

Since Then -

- Finalized Use & Support Agreement
- Finalized negotiations with 3 bidders
- Worked with Suffolk on Host Agreement terms
- Recycling market and fuel prices have fallen dramatically

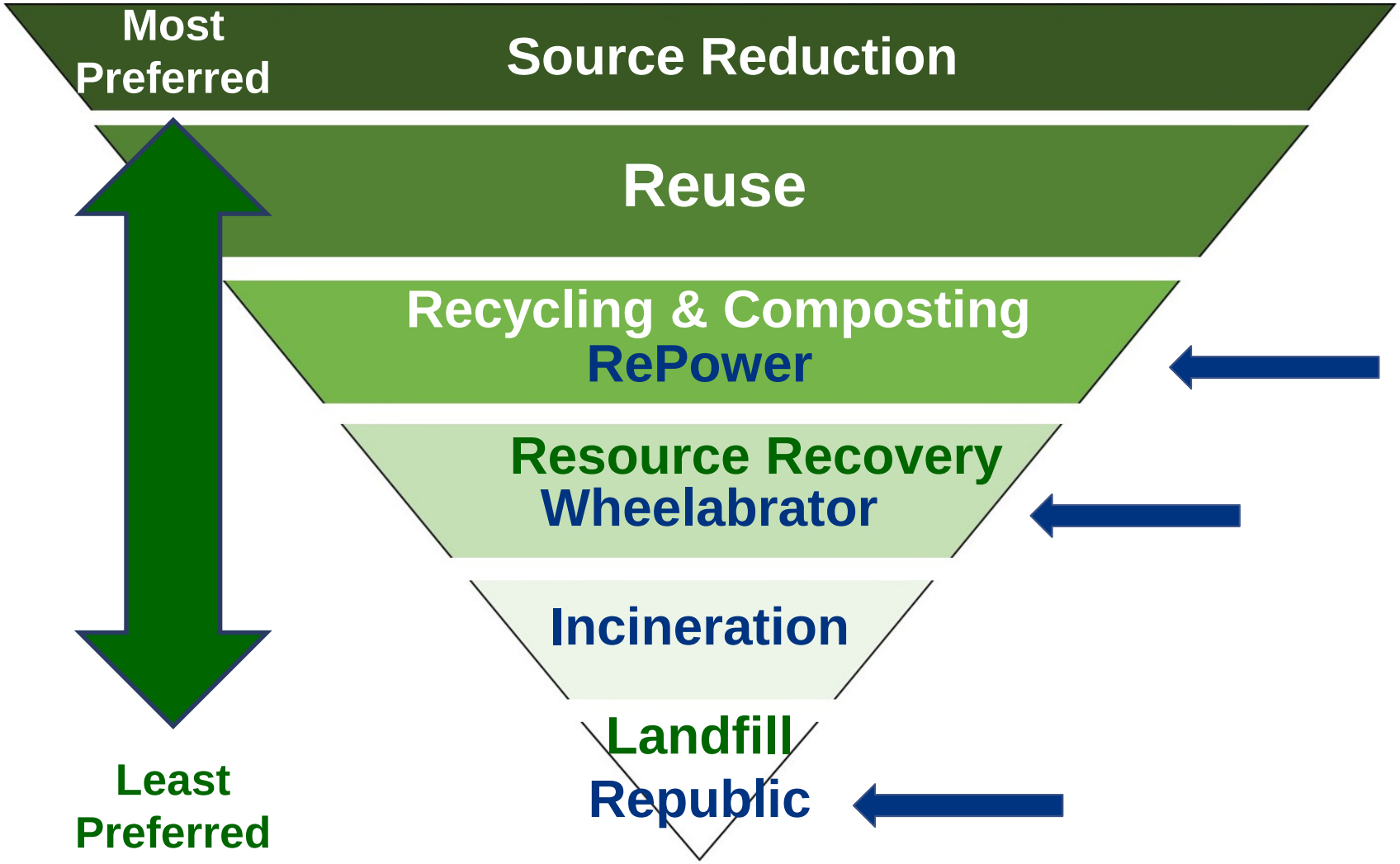
Where are we now?

- Selected a vendor
- Recommending signing Use & Support Agreement
- Discussions with Suffolk on Good Neighbor/Host Agreement ongoing

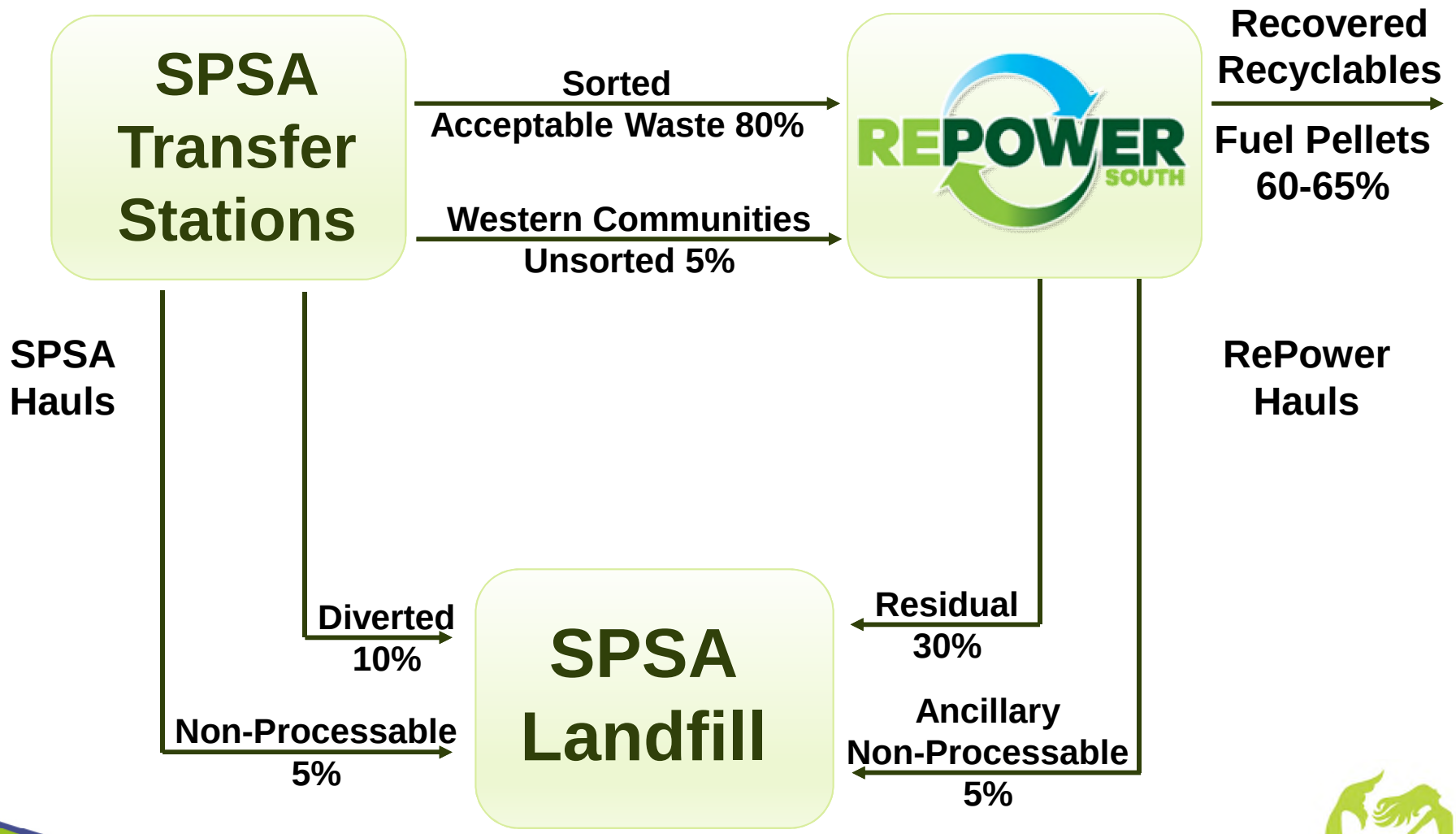
Bid Prices – System-wide Cost to Members

	$/Ton	Suffolk Landfill Cells 5&6 Capacity Reached
RePower South	**$56.52**	**2044**
Republic Services	$72.72	2251
Wheelabrator	$78.72	2251
Regional Landfill	$57.37	2027

Waste Management Hierarchy



RePower South Process



RePower South Proposal

- Plant to be built in Chesapeake
- Designed to handle 350,000 tons/year
- Recovers 60-65% of Municipal Solid Waste (MSW) for recycling and biofuel pellets
- Requires construction of Portsmouth transfer station
- $56.52/ton for 15-year contract term
- Unilateral 10-year contract extension option for SPSA
- Extends life of Cells 5 & 6 to 2044
- Cannot secure financing until SPSA signs Waste Supply and Services Agreement (WSSA)

Summary of Waste Supply and Services Agreement

- Primary SPSA Obligations
  - Deliver MSW to RePower Facility
  - Pay Disposal fees to RePower
  - Allow disposal of residual, diverted, and Non-Processable Waste (NPW) in SPSA landfill

- Primary RePower Obligations
  - Raise funds to construct and operate facility
  - Obtain “off-take” agreement for bio-fuel pellets
  - Obtain permits for facility
  - Complete construction and testing of facility
  - Accept, process, and dispose of SPSA MSW
  - Pay SPSA for use of landfill

RISK-MITIGATION STEPS

- Regular updates from RePower on financing, construction, permits, testing, etc.
- SPSA input on relevant RePower documents where appropriate to ensure SPSA rights are not impaired
- Deadlines for RePower completion of steps: financing; permits; construction; commencement
- SPSA termination rights if RePower fails to satisfy conditions in timely manner
- General termination rights for operational, payment and other defaults
- Up to $1.5M in escrow as security for termination fees/SPSA damages
- “Delay liquidated damages” if plant is not open/operational on time (**February 21, 2018, may be extended**)
- Comprehensive insurance requirements
- Use of Regional Landfill for waste-disposal during construction, delays, etc.

Use & Support Agreement

- All members sign the same agreement
- Equal tipping fees for all members
- Term is 15 years, better pricing with 15 year term
- Members can exit before term expires if their share of remaining financial obligations is paid
- Automatic renewal unless 18-month prior notification given
- No exit fee if member exits at end of term
- No out-of-state, commercial, or disaster waste accepted

Use & Support Agreement-Cont'd.

- Residential Drop offs
  - Member localities will be charged a fee for residential drop-offs at transfer station
  - Residents will not be charged unless they are in commercial (rental) vehicle
  - No SPSA Household Hazardous Waste at Norfolk Transfer station – Pineridge drop-off site more cost effective

- Additional Waste Disposal Services
  - Accommodates SPSA performance of non-core waste disposal services like tire-shredding, etc.
  - Requires all costs to be covered
  - Must be available to all members at same cost
  - Must be approved by SPSA Board

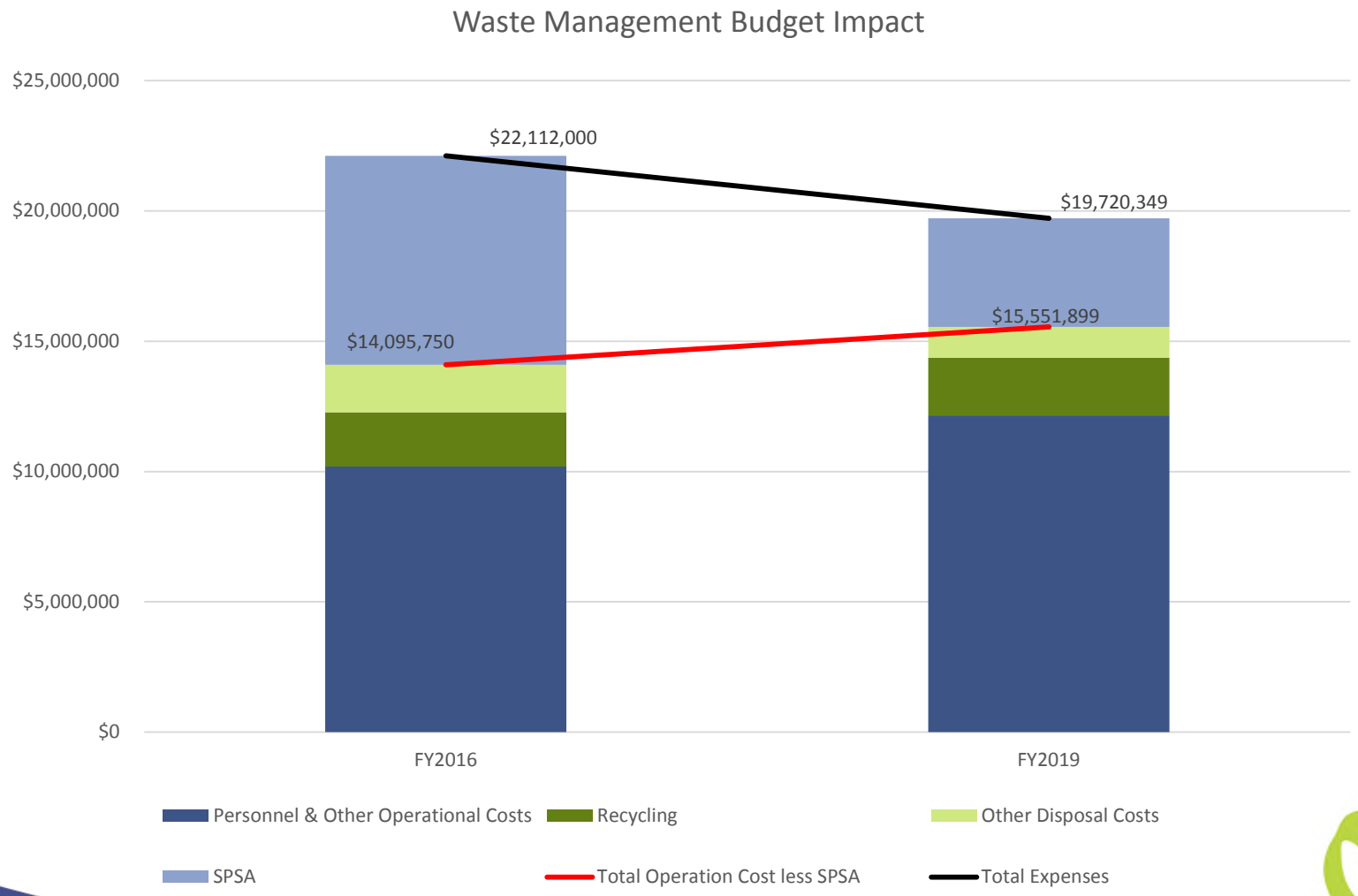
Suffolk Good Neighbor/Host Agreement

- SPSA Executive Committee has been working with Suffolk since June 30, 2015
- SPSA currently placing MSW and ash from Wheelabrator in cells 5 and 6
- If all unprocessed MSW sent to landfill, Cells 5 & 6 filled by 2027
- To expand landfill capacity, Suffolk needs to:
  - Issue a Conditional Use Permit (CUP) for additional cells
  - Change their zoning ordinance to allow expansion
- Suffolk currently pays no tipping fee – savings of $4.9M in 2015
- Will pay about $2.5M in CY 2018

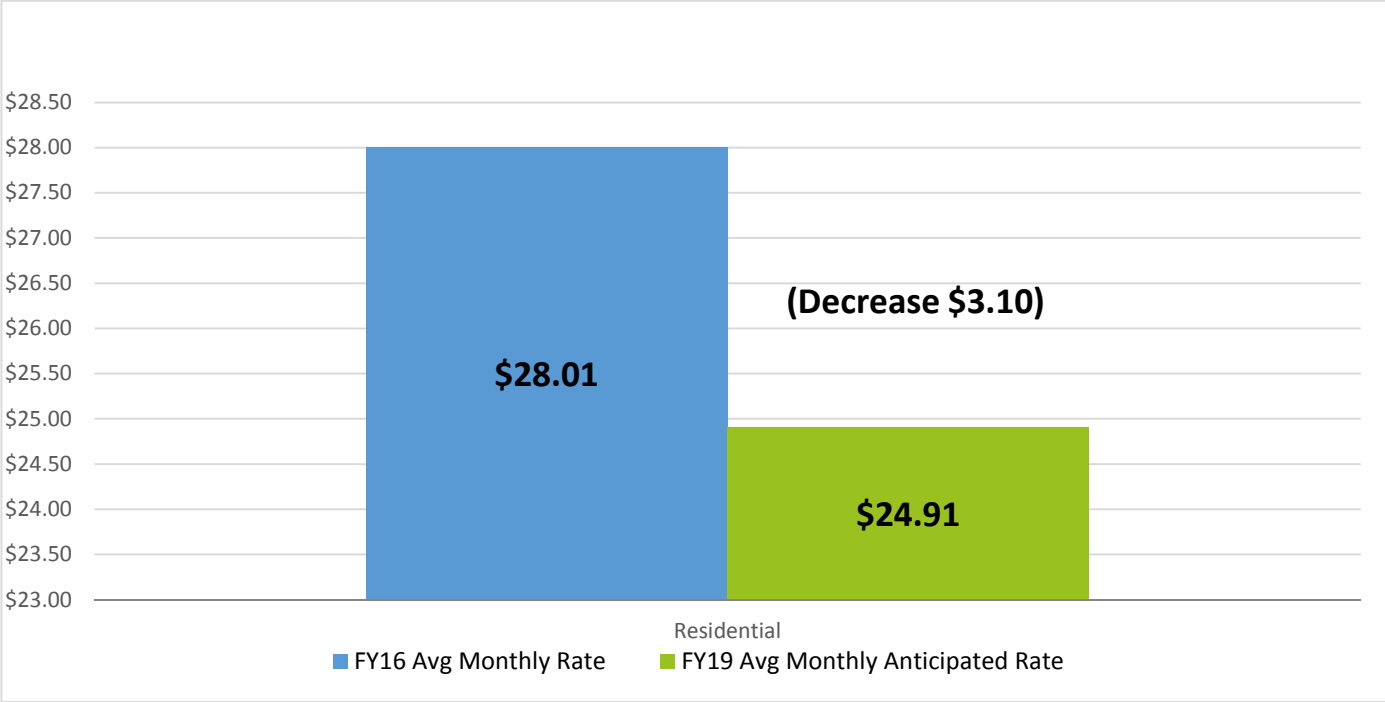
Host Fee

- Before Cell 7 use begins:
  - $500K/year flat rate, adjusted 1-3% annually
- After Cell 7 use begins:
  - $4/ton for MSW or post-processing residuals
  - $500K/year minimum, $1.5M maximum
  - No time limits on use of new cells
- Payments end when:
  - SPSA ceases disposal of solid waste in landfill, and
  - SPSA submits notice of intent to close landfill to DEQ

Waste Management Budget Impact



Waste Management Residential Average Monthly Rate Scenario FY2019



2016 Timeline

- **March 4**
  - SPSA Board issued “Notice of Intent to Award” to RePower South
  - SPSA Board approved “form” Use & Support Agreement
  - $300,000 deposited by RePower South in escrow

- **April 12** – Ordinance for accepting Use & Support Agreement

- **April 27** – Localities sign Use & Support Agreements

- **May 15** – Expiration of WSSA if SPSA has not signed

- **December 27** – Deadline for RePower South to secure permits, funding, and Off-Take Agreement

2017-2018 Timeline
(Assume April 27, 2016 Signing Date)

- **February 28, 2017** – RePower South to begin construction
- **February 21, 2018** – RePower South to commence facility operations
- **November 27, 2018** – Absolute drop-dead date for RePower South facility operations to begin
- Schedule slips day-for-day until SPSA signs WSSA

QUESTIONS?

Impact of $4/Ton Minimum Host Fee on Norfolk

ALL CURRENT SPSA MEMBERS REMAIN						
	FY 2015 Tonnage Actual	Tipping fee cost (Assume $60/ton)	Host Fee Cost (Assume $4/ton)	Total Disposal Fee	Minimum Host Fee Contribution (Assume $500K)	
Chesapeake	92,072	$ 5,524,320	$ 368,288	$ 5,892,608	$ 134,289	
Franklin	2,524	$ 151,440	$ 10,096	$ 161,536	$ 3,681	
Isle of Wight	16,070	$ 964,200	$ 64,280	$ 1,028,480	$ 23,439	
Norfolk	62,296	$ 3,737,760	**$ 249,184**	**$ 3,986,944**	$ 90,860	
Portsmouth	28,439	$ 1,706,340	$ 113,756	$ 1,820,096	$ 41,479	
Southampton County	8,107	$ 486,420	$ 32,428	$ 518,848	$ 11,824	
Suffolk	43,337	$ 2,600,220	$ -	$ 2,600,220	$ -	
Virginia Beach	133,304	$ 7,998,240	$ 533,216	$ 8,531,456	$ 194,427	
	386,149		**$ 1,371,248**		**$ 500,000**	

Quantitative Comparison of All Alternatives

(Based on 15 Year Term in 2015 Dollars)

	Regional Landfill	RePower South	Republic	Wheelabrator
Expenses				
Transfer Stations	$4,998,969	$4,998,969	$4,998,969	$4,539,803
Transportation	$5,453,798	$4,733,798	$9,649,922	$4,600,292
Landfill	$3,620,518	$1,876,972	$1,776,972	$1,776,972
Administration	$1,989,391	$1,989,391	$1,989,391	$1,989,391
Net Disposal Cost other than Regional Landfill	$0	$5,774,041	$8,835,000	$16,612,500
Construct & Equip Portsmouth Transfer Station	$555,556	$195,464	$21,429	$0
Landfill Expansion: Includes constructing Cell 7 in 2 phases; Closure for Cells 5&6; & a Proposed Host Fee	$4,893,750	$1,625,000	$0	$0
Total Expenses	$21,511,982	$21,193,635	$27,271,683	$29,518,958
Total Tons to Landfill	375,000	136,825	15,000	15,000
Cell 5 & 6 Reach Capacity In	2027	2044	2251	2251
Municipal Waste Tons	375,000	375,000	375,000	375,000
System-Wide Cost	$57.37	$56.52	$72.72	$78.72

Note: Assumes SPSA uses $5 million of $16 million, originally set aside for landfill closure, to build a transfer station for Portsmouth and then SPSA would reimburse the landfill closure fund each year over 9 years under the landfill only scenario, or 25 years under the RePower scenario, or over 200 years under the Republic scenario.

RePower Proposal - 15 Year Term

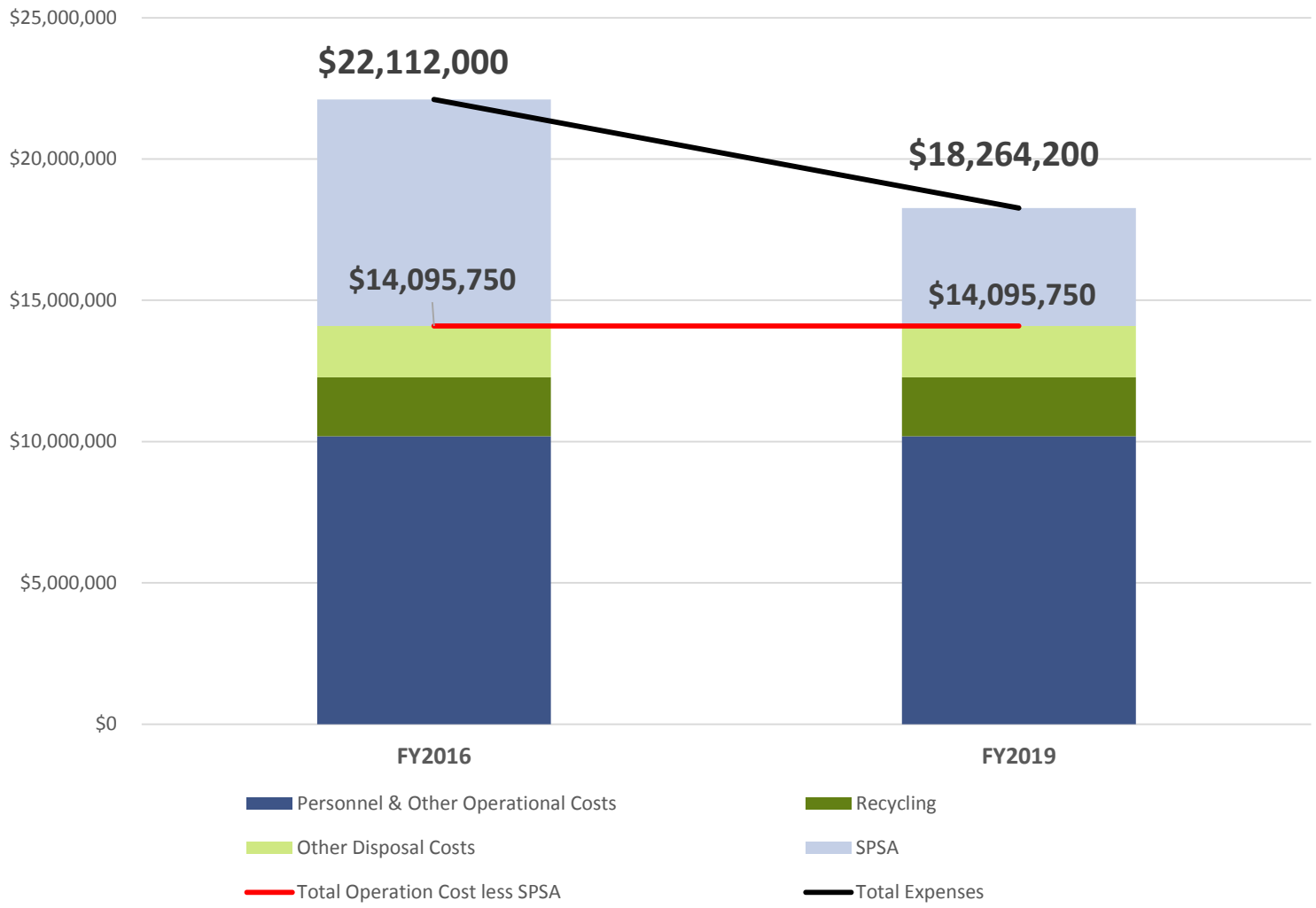
- SPSA hauls MSW to RePower Facility
- Guaranteed minimum tonnage of 350,000 tons
- Residual waste hauled by 3rd party to Regional Landfill
- Disposal Fees (2015 dollars):
  - Gross Disposal Fee: $24.05/ton
  - Guaranteed Revenue Share: ($1.23/ton
  - Residual Waste Fee (up to 105,000 tons): ($6.00/ton)
    - *Net Disposal Fee: $16.82/ton

*Net disposal fee MAY be further reduced by additional offsetting credits such as revenue share if RePower achieves revenue in excess of established threshold and/or diverted waste disposed in Regional Landfill.

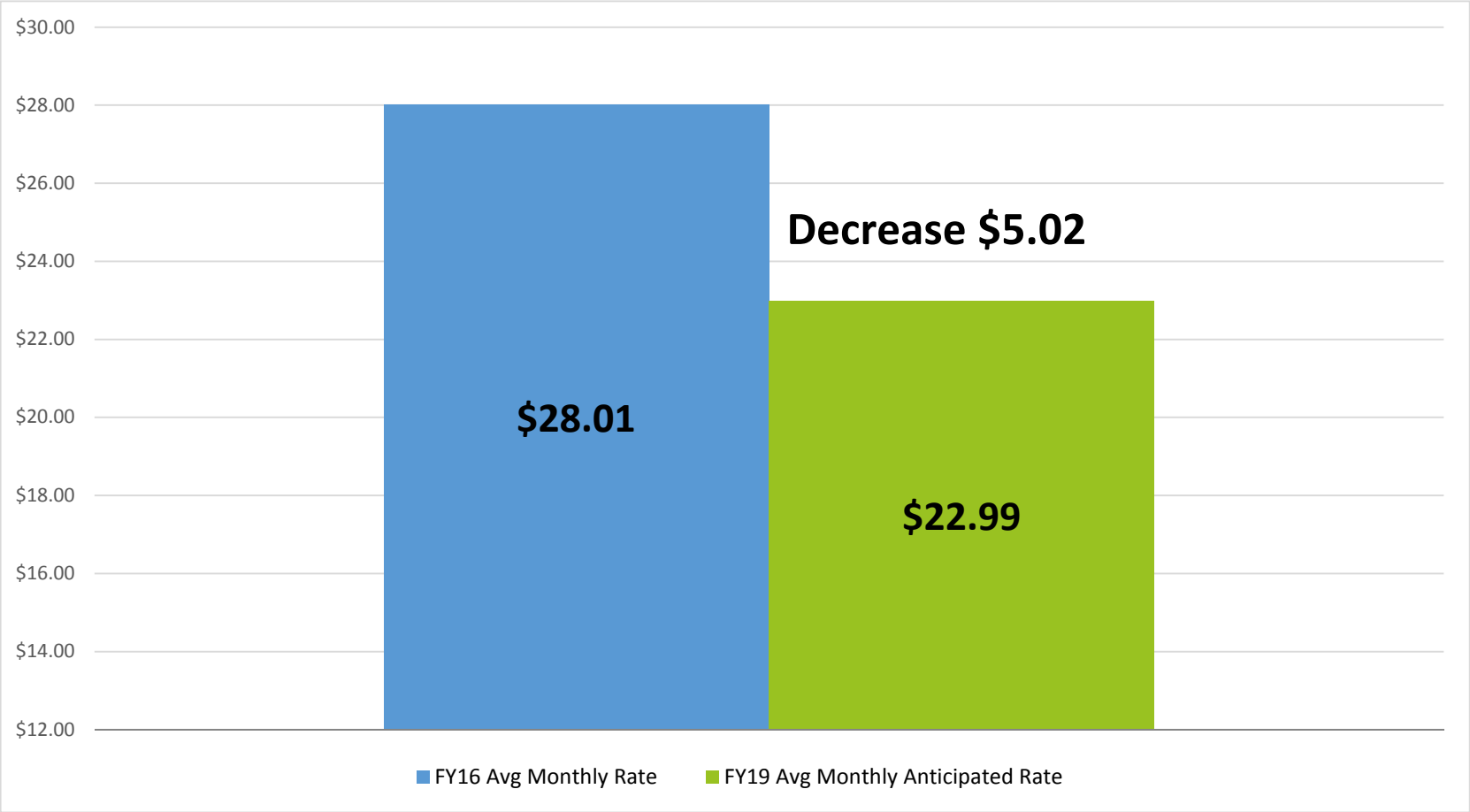
Waste Supply and Service Agreement Terms

- Annual Residual Waste Disposal Fee – paid by RePower South to SPSA
  - Flat fee based on 30% of MSW delivered to RePower South
  - Paid monthly
- Excess residuals > 38.5% of MSW must be taken to non-SPSA landfill
- Diverted waste taken directly to landfill
  - > 10% taken to non-SPSA landfill
  - RePower South pays SPSA disposal & transportation costs
  - Penalty fee of 125% for excessive diversions
- Non-Processable Waste (NPW) – SPSA sorts, transports to SPSA landfill, except western communities ($5/ton paid to RePower South to sort)

Waste Management Budget Impact



Waste Management Residential Average Monthly Rate Scenario FY2019



Encouraging Small, Women, and Minority Owned Businesses in Norfolk

CITY COUNCIL INFORMAL MEETING

MARCH 22, 2016

Issue

Norfolk cannot fully grow its economy and fulfill its potential without engaging small, women and minority-owned firms in economic development and neighborhood revitalization

- No formal program to support SWaM businesses
- Inconsistent data collected to identify level of SWaM businesses within the City

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Definitions of Small, Women- and Minority-owned Business (SWaM) by Commonwealth of Virginia

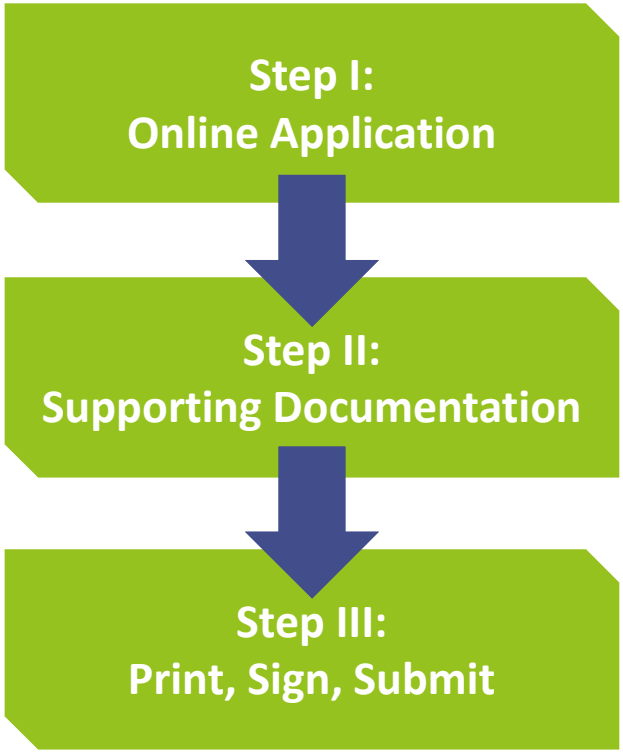
Small Business : An independently owned and operated business which, together with affiliates, has 250 of fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Women-owned Firm: Is at least 51% owned and controlled by a woman or by women.

Minority-owned Firm: Is at least 51% owned and controlled by a member or members of the identified ethnicity groups

State Process

- Complete an online application for SWaM certification
- Submit required supporting documentation
- Print, sign and submit application and required documents to the Department of Small Business and Supplier Diversity



Regional Efforts

City	Efforts
Virginia Beach	• Resolution (10% aspirational goal) • Minority Business Council (MBC) and 3 staff positions • MBC Annual Conference and Expo • Annual Education Series • Quarterly Industry Hour Presentations • Monthly City Department Presentations • Annual Retreat
Hampton	• Resolution (desire to increase) • Purchasing and Procurement Oversight Committee • Mentor Protégé Program
Newport News	• SWAM Directory of Newport News based SWAM-owned firms
Portsmouth	• In development: Conducted disparity study in 2013; results were delivered to Council in June.

Moving Toward a More Comprehensive Model

The City is operationalizing a more comprehensive approach to expanding opportunity to SWaM enterprises, that focuses on:

- outreach and business development;
- procurement;
- access to capital;
- capacity-building/training; and
- business attraction as a means of expanding opportunity to SWaM enterprises

Current Efforts

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SWaM PARTNERS

GROW NORFOLK FUND

NORFOLK FIRST FUNDS

The energy of small business is a key component of a healthy community and a thriving economy. We seek to fuel that growth by supporting eligible small businesses that have needs beyond a conventional lender's profile. Working in partnership with National Development Council's (NDC) Grow America Fund, The City of Norfolk can help support the creation of jobs and the expansion of eligible small businesses in underserved areas, particularly minority and women-owned businesses. The financing provided is partially guaranteed by the U.S. Small Business Administration, and is administered by NDC.

Business Cafes Go To The Source

Include local, state & national & private partners

Business Partners provide information in person / on site to the attendees, strengthening all business relationships.

Business Partners Include:

-U.S. Small Business Administration
-SCORE of Hampton Roads
-Retail Alliance
-Bank of Hampton Roads
-BB&T
-Mid-Atlantic Small Business Finan
-PTAP

Grow SWaM business revenues through:

OPPORTUNITY	ACCESS	CAPACITY BUILDING	UTILIZATION
Identify and certify Norfolk-based Small, Women and Minority-owned firms	Increase awareness and help connect firms to local government opportunities	Develop programs designed to improve the contributions of SWaM businesses to the Norfolk Economy	Monitor utilization of SWaM firms, track growth and measure impact/success

OPPORTUNITY

Identify, certify and encourage utilization of Norfolk-based Small, Women and Minority-owned firms

TIMELINE: 90 Days

Conducted review of best practices

- Regional and National

Established internal working group

Expand workgroup to include SWaM business owners/key members of the community

- Identification of Norfolk-based SWaM firms
- Help connect firms to city opportunities

Define goals to be achieved

ACCESS

Increase awareness and help connect firms to local government opportunities

Establish a SWaM Coordinator Position

- Position will reside in the Department of Development

Educational Series

- *Doing business with Norfolk:* step by step instructions on instructions on city's procurement process
- *Certification:* guides SWaM business owners through the the certification application step by step
- *Responding to Solicitations:* assists SWaM businesses in in learning how to write more effective responses to technical portions of city solicitations

Events

- Networking events to promote new business prospects for SWaM business owners; direct contact with potential partners and prime contractors

Quarterly Meetings with Vendors

- SWaM Vendors present capabilities and skills in a presentation to workgroup members
- City agencies make presentations about specific needs; discuss and identify potential minority vendors to participate in procurement or contracting opportunities

TIMELINE: 90 Days

CAPACITY BUILDING

Develop programs designed to improve the contributions of SWaM businesses to the Norfolk Economy

TIMELINE: 1 Year

Access to Capital

- Sub-contractor loan assistance program

Capacity Building Programs

- Strengthen capacity of small existing firms through Neighborhood Revitalization programs (i.e., Gem Lot disposition)

Create a Pipeline of Real Estate Developers

- Mentor-Protégé program

Recruit Regional and National Minority Firms with Experience in Capacity Building

- Work with local entities as developer partners and sub-contractors

UTILIZATION

Monitor utilization of SWaM firms, track growth and measure impact/success

TIMELINE: 1 Year

Implement monitoring process for contracting and procurement activities with SWaM firms on an annual basis

- Develop performance measures for City efforts
- Document internal efforts of City staff
- Review programs and activities annually to evaluate trends, achievements, needed changes

QUESTIONS?

Time and Absence Management Improvements

Presentation Overview

- The presentation provides an overview of enhancements to the city's PeopleSoft human resources management system

- The presentation discusses:
  - Enhancements to the administration of time and absence management
  - Changes to payroll processing
  - Process improvements

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Ultimate Goal

The Priority of Well-Managed Government creates a data-driven organization that provides effective and efficient programs and services that are responsive, accountable, inclusive, and customer focused.

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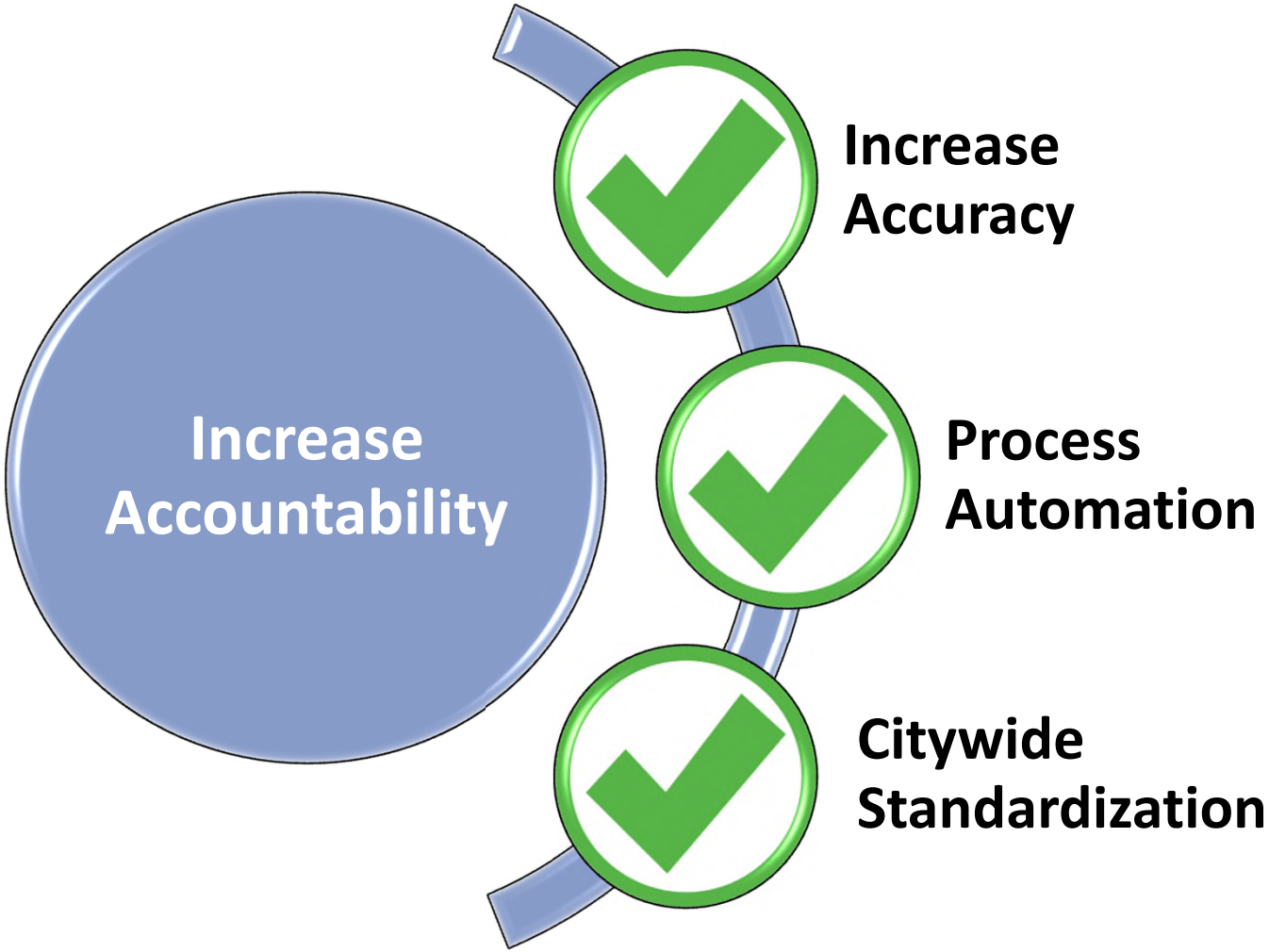
Why?


Increase Accountability
Increase Accuracy
Process Automation
Citywide Standardization

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What are we doing now?

Current Process	Challenges
Assume employee works assigned schedule, record when employee doesn't work	Hours worked may be over or under stated resulting in inaccurate compensation
Payroll technicians manually calculate overtime	Calculations may be at times inaccurate leading to over or under payment and a subsequent correction
Some constitutional offices use separate systems to track and manage employee leave and provide supplemental pay	Time intensive to verify accuracy of leave and supplemental payouts
Request and approve leave on paper slips	Requests are not always entered timely resulting in overstated leave balances

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The Enhancements

- **Time and Labor:** Facilitates the city's ability to plan, track, approve, and record actual hours worked by employees

- **Absence Management:** Automates the process for employees to request and be compensated for paid time off

Process Improvements

- Record hours an employee actually works to help eliminate over or under payments and subsequent corrections
- Automate overtime calculations resulting in accurate overtime payments
- Standardize citywide processes which provide increased accuracy and accountability
- Automate leave requests and approval through self-service resulting in accurate, real-time leave balances

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Changes to Payroll

- Currently employees are paid semi-monthly on the 15th and the last day of the month (24 paychecks annually)
- Change to bi-weekly pay (26 paychecks annually)
  - Bi-weekly pay is the industry standard
  - Employees will receive a paycheck every other Friday
    - With semi-monthly sometimes employees go three weekends without a paycheck
- Annual salaries are **<u>not</u>** impacted

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Summary of Benefits

- Increase **accountability** in all facets of time and absence management
- Significantly increase **accuracy** of employee compensation
  - Eliminate payments for unearned compensation
  - **Automate** overtime calculations result in strict adherence to Fair Labor Standards Act (FLSA) guidelines reducing likelihood of litigation for underpayment
- **Standardize** all city operations into one payroll process
- Reduce manual processes that lead to errors

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QUESTIONS?

NORFOLK

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: Change of zoning from R-8 (Single-Family) district to conditional C-1 (Limited Commercial) district and an Entertainment Establishment Special Exception at 2729 Bowdens Ferry Road – Andalousi

DATE: March 17, 2016

On the March 22, 2016 Regular Agenda, City Council will be reviewing two requests by Andalousi: a change of zoning from R-8 (Single-Family) district to conditional C-1 (Limited Commercial) district and a special exception request to operate an entertainment establishment with alcoholic beverages at 2729 Bowdens Ferry Road. The site is located on the west side of Bowdens Ferry Road, just south of 37th Street, within the Lamberts Point neighborhood. The applicant, Omar Boukhriss, proposes to operate a banquet facility with alcohol and entertainment. Mr. Boukhriss currently operates "Omar's Carriage House," located in the West Freemason neighborhood.

The site is currently developed as a religious institution (most recently the Greater House of Faith Apostolic Church), although it has been vacant for some time. The site is zoned R-8, which allows religious institutions with a special exception and any new religious institution that proposed to use this building would need to apply for a special exception. The existing building is not located within a federal, state, or local historic district. However, since the original structure on the site was built in 1895 and is at least 50 years old, it could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.

The City's general plan, *plaNorfolk2030*, identifies this site as single-family traditional; thus the proposed use as a banquet hall is not consistent with *plaNorfolk2030*. However, the Preserving Our Heritage chapter of *plaNorfolk2030* calls for protecting Norfolk's historic resources, in part by encouraging the re-use of nonconforming historic structures. The applicant is proposing an adaptive reuse of the existing church to a banquet facility. As part of the conditional rezoning, the applicant has proffered that the building on the site shall not be demolished and that no modifications will be made to the exterior of the building.

The Planning Department received two letters from the Lamberts Point Civic League. The first, dated December 31, 2015, expressed support for the application to convert the church to a banquet hall with entertainment and alcohol. The second, dated February 20, 2016, reiterated the unanimous support from the civic league for this application. However, at the Planning Commission public hearing, three residents of Lamberts Point voiced their opposition to this application, stating concerns over the use of the property as an entertainment establishment and the noise that may be generated later into the evening hours.

After conducting a duly advertised public hearing on February 25, 2016, at which the applicant and Lamberts Point Civic League provided comments, the City Planning Commission voted **5 to 1** (Mr. Hales was absent for this vote) to recommend **approval** of the application. The dissenting vote was based on concerns raised by residents of the neighborhood who came to the hearing and a desire to consider an 18-month "sunset clause" on the approval in order to address these concerns. However, given that the investment required to convert the existing building is quite substantial, such a sunset clause would negatively impact the ability to finance the project and likely would effectively be a denial. The lack of the 18-month sunset clause does not inhibit City Council's ability to revoke a special exception if the operator fails to run the establishment in compliance with the adopted ordinance.

Staff contact: Susan Pollock Hart at (757) 664-4765, susan.pollock@norfolk.gov

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:	March 18, 2016

Attached for your review is the Pending Land Use Report, identifying applications received from March 9, 2016 through March 15, 2016. The report reflects items that are tentatively scheduled to be heard at the April 28, 2016 City Planning Commission meeting. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

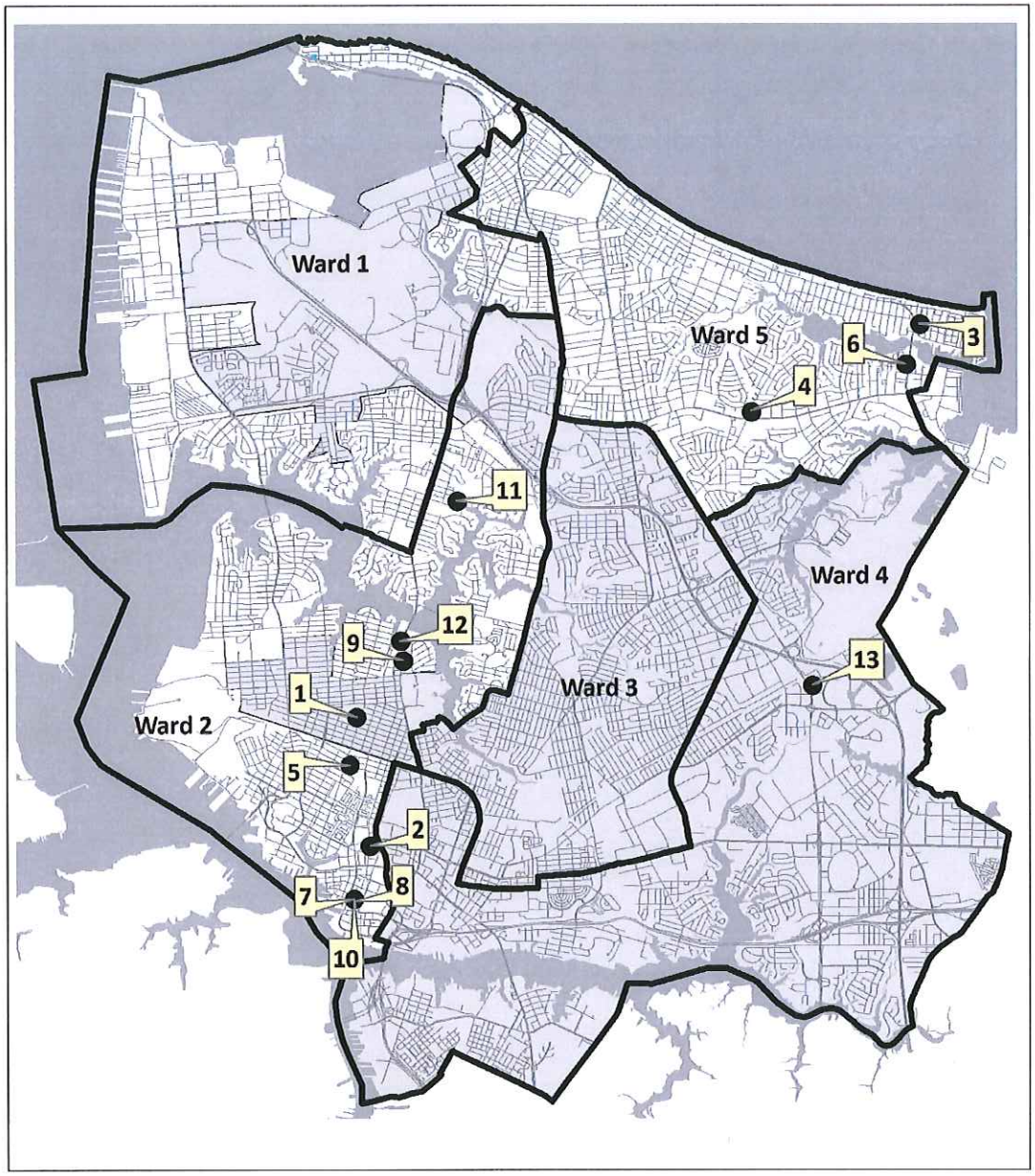
If you have any questions about these items, please contact me.

City Planning Commission – April 28, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	The Coffee Tree	2819 Colonial Avenue	Special exception for resumption of nonconforming uses (mixed-use building; residential with a café)	2	7	Park Place
2	Zeke's Beans & Bowls	800 Granby Street	Special exception to operate an eating and drinking establishment	2	6	Downtown
3	NRHA	Portions of Nansemond Bay Street & Jolly Roger Way	Street closure	5	6	East Ocean View
4	Salvation Army Thrift Store	2300 E Little Creek Road, Suite 2340	Special exception to operate a used merchandise sales establishment	5	6	Roosevelt Area
5	Starbucks	2000 Colonial Avenue, Unit 12	Special exception to operate a commercial drive-through	2	6	Ghent
6	Albert Viola	8131 Shore Drive	Special exception for mixed uses	5	6	East Ocean View
7	Saint Germain	255 Granby Street, Suite 255	Special exception to operate an entertainment establishment with alcoholic beverages.	2	6	Downtown
8	Luce	245 Granby Street	Special exception to operate an eating and drinking establishment	2	6	Downtown
9	Richard Levin	3920 Granby Street	Change of zoning from R-8 (Single-Family) district to conditional C-2 (Corridor Commercial) district	2	6	Riverview
10	Secret Society	255 Granby Street, Suite 257	Special exception to operate an entertainment establishment with alcoholic beverages.	2	6	Downtown

11	Norfolk Christian Schools	255 Thole Street & 260 Filbert Street	• For property located at 255 Thole Street:
			  ○ Change of zoning from IN-1 (Institutional) and conditional IN-1 to conditional IN-1 in order to modify conditions pertaining to the entire school campus.
			• Property located at 260 Filbert Street:
			  ○ Amendment to the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Single-Family Traditional to Institutional.
			  ○ Change of zoning from R-8 (Single-Family) to conditional IN-1
				2	6	Bollingbrook

12	Mi Hogar	4201 Granby Street	Special exception to operate an entertainment establishment with alcoholic beverages.	2	6	Riverview
13	Holiday Inn	1570 N Military Highway	Special exception to operate an entertainment establishment with alcoholic beverages.	4	7	Fox Hall



Pending Land Use Actions
MARCH 9 - MARCH 15

0 4,000 8,000 16,000 Feet

Superwards
6
7

N

This map is for graphic purposes only.

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

CITY OF NORFOLK
OFFICE OF THE MAYOR

PAUL D. FRAIM
MAYOR

March 18, 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., March 22, 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

March 18, 2016

The following meetings will take place on Tuesday, March 22, 2016:

1. 4:00 P.M. Community & Public Safety (CPS), 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, MARCH 22, 2016 – 7:00 P.M.

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

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on approving the release, subject to a certain condition, of a fifteen foot permanent utility easement and a fifteen foot permanent access easement over property owned by **LG Capital, LLC**, located at **4621 Pretty Lake Avenue** in the City of Norfolk.

PH-2 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a text amendment to Table 6-A, "Commercial Districts Table of Land Uses," and Section 25-10.9, "**Tattoo Parlor and Tattoo School,**" within the *Zoning Ordinance of the City of Norfolk, 1992*, to allow "Tattoo Parlor/School" in the C-2 (Corridor Commercial) District by Special Exception, and to amend the 1,000 foot minimum separation requirement between Tattoo Parlors/Schools.

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 **Tarrants Bay, LLC** for a change of zoning from I-4 (Waterfront Industrial) District to Conditional D-5 (Fort Norfolk) District on property located at **151 Riverview Avenue**.

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 **Cristina Angelo** for a change of zoning from I-2 (Light Industrial) District to Conditional C-2 (Corridor Commercial) District on property located at **2410-2414 Colonial Avenue and 433-435 W. 25th Street.**

PH-5 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Andalousi** for a change of zoning from R-8 (Single-Family) District to Conditional C-1 (Limited Commercial) District on property located at **2729 Bowdens Ferry Road.**

PH-6 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Vistacor Advisors, LLC**, for a change of zoning to modify the conditions on property zoned Conditional C-2 (Corridor Commercial) District on property located at **2315, 2401, 2419, 2501, 2517, 2601, 2605, and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221, and 1225 West 25th Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road.**

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 approving a **Land Disposition and Development Contract** with Ocean View Properties, Inc. for two parcels of land consisting of a total of 3.7 acres, more or less, and located at **719 E. Ocean View Avenue**.

(The developer has requested to continue to April 26, 2016)

PH-8 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Pinewell Station** for a) an amendment to the City's Future Land Use Map within the general plan, *plaNorfolk2030*, from Open Space/Recreation and Commercial to Multifamily; b) a text amendment to the City's *Zoning Ordinance* to create PD-R Pinewell Station (Pinewell Station Residential Planned Development) district and c) for a change of zoning from C-2 (Corridor Commercial) and OSP (Open Space Preservation) Districts to PD-R Pinewell Station (Pinewell Station Residential Planned Development) District on property located at **600 and 719 East Ocean View Avenue.**

(The developer has requested to continue to April 26, 2016)

REGULAR AGENDA

R-1 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation the donation to the City of a K-9 dog having a value of approximately $7,000 from Dr. Caesar DePaco and Mrs. Deanna Padovani-DePaco for the **Norfolk Police Department K-9 Program**," will be introduced in writing and read by its title.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a policing in the **21st Century Grant Award** of $10,000.00 from the **Virginia Department of Criminal Justice Services for the Police Athletic League and Business Watch Programs**, appropriating and authorizing the expenditure of the grant funds and authorizing the expenditure of $500.00 from previously-appropriated funds as a local cash match for the programs," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance finding a public necessity for the acquisition in fee simple of certain property located at **316 and 318 Brockwell Avenue** for the purpose of construction of a retention pond; approving the acquisition of the property by **Purchase Agreement or Condemnation**; and authorizing the expenditure of a sum of up to $46,000.00 from funds heretofore appropriated for acquisition of the property and all related transactional costs," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City to enter into a **Performance Agreement** with the Economic Development Authority of the City of Norfolk and Colonna's Ship Yard, Incorporated," will be introduced in writing and read by its title.

R-5 Letter from the City Attorney and an Ordinance entitled, "An Ordinance to amend and reordain Section 28-11 and Section 28-12 (a) of the *Norfolk City Code, 1979* concerning indecent exposure and public nudity **SO AS TO** add an exception to conform with the Code of Virginia regarding breastfeeding," will be introduced in writing and read by its title.

R-6 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **Office Depot, Inc.** in the amount of $3,592.82, plus interest, based upon the overpayment of its Business License Tax for the year 2015," will be introduced in writing and read by its title.

C: David Ricks, Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

From: David Ricks, Director of Public Works

Subject: Release of a 15' drainage easement and a 15' access easement

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

Ward/Superward: 5/6

Approved: Marcus D. Jones, City Manager

Item Number: **PH-1**

I. **Recommendation:** Public Hearing and Adopt Ordinance

II. **Applicant:** LG Capital, LLC

III. **Description:**

This agenda item is an ordinance to release two easements, a fifteen foot drainage easement and a fifteen foot access easement (the "easements"), over property located at 4621 Pretty Lake Avenue that were dedicated to the City of Norfolk (the "city") in 2012 by the previous owners in anticipation of a planned development of the property. The planned development was subsequently cancelled and the property was sold to the current owner, LG Capital, LLC ("LG Capital"). The release of the two 2012 easements is subject to the condition that the city will retain two previously existing city easements over the property.

IV. **Analysis**

- In 2012, Blandine Espejo and the Espejo Family Limited Partnership ("Espejos") proposed a development project that required the city to vacate the easements located on the Espejos' property at 4621 Pretty Lake Avenue. In exchange for the vacation of the easements the Espejos agreed to convey two new easements to the city.
- The Espejos dedicated two new easements to the city in 2012, but later abandoned their project and sold the property to LG Capital. The two previously existing city easements were never vacated by the city.
- LG Capital has requested that the city vacate the two easements dedicated to the city by the Espejos in 2012, subject to the condition that the two previously existing city easements be retained by the city, thereby returning the property to its pre-2012 condition.

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

V. Financial Impact

No financial impact is anticipated as a result of this ordinance. Storm water systems were not disturbed since the 2012 transaction.

VI. Environmental

No impact to the environment is anticipated as a result of this ordinance.

VII. Community Outreach/Notification

No community outreach or notification would be necessary prior to or after dealing with this ordinance.

VIII. Board/Commission Action

All plats will be filed with Norfolk Circuit Court upon approval of this ordinance.

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of Public Works and the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibits A and B

2/25/2016 - wld

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE RELEASE, SUBJECT TO A CERTAIN CONDITION, OF A FIFTEEN FOOT PERMANENT UTILITY EASEMENT AND A FIFTEEN FOOT PERMANENT ACCESS EASEMENT OVER PROPERTY OWNED BY LG CAPITAL, LLC, LOCATED AT 4621 PRETTY LAKE AVENUE IN THE CITY OF NORFOLK; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE DEED OF RELEASE ON BEHALF OF THE CITY.

- - -

WHEREAS, by ordinance numbered 44,609, duly adopted by the Council of the City of Norfolk at the regularly scheduled public meeting held on March 27, 2012, the Council accepted the dedication by Blandine Espejo and the Espejo Family Limited Partnership, RLLP, f/k/a Espejo Family Limited Partnership ("Espejos") of a fifteen foot permanent utility easement, shown on Exhibit A attached hereto ("2012 Utility Easement"), over a portion of their property located at 4621 Pretty Lake Avenue (the "Property"), in anticipation of the installation of a new storm water system, which easement was recorded in the Clerk's Office of the Circuit Court of the City of Norfolk on June 18, 2012, as Instrument No. 120014233; and

WHEREAS, by Ordinance numbered 44,610, duly adopted by the Council of the City of Norfolk at the regularly scheduled

public meeting held on March 27, 2012, the Council accepted the Espejos' dedication of a fifteen foot permanent access easement shown on Exhibit B attached hereto ("2012 Access Easement"), in anticipation of the installation of a new storm water system, which easement was recorded in the Clerk's Office of the Circuit Court of the City of Norfolk on June 18, 2012, as Instrument No. 120014232; and

WHEREAS, in exchange for the dedication of the 2012 Utility Easement and the 2012 Access Easement, the installation of the new storm water system in accordance with plans approved by the City, and the City's inspection and acceptance of the new storm water system, the City agreed to vacate and release two existing easements, to-wit: that certain Deed of Easement dated November 8, 1965, by and between John W. Gee and the City of Norfolk, recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, in Deed Book 1054, Page 567 ("1965 Easement"); and that certain Deed of Easement dated January 18, 1977, by and between John E. Mordica and Jean H. Mordica and the City of Norfolk, which said easement is recorded in the Clerk's Office of the Circuit Court of the City of Norfolk in Deed Book 1392, Page 65 ("1977 Easement"); and

WHEREAS, the Espejos have abandoned their plans for the project that required the installation of the new storm water system and have conveyed the Property to LG Capital, LLC; and

WHEREAS, LG Capital, LLC has requested the City to release the 2012 Utility Easement and the 2012 Access Easement; and

WHEREAS, the Department of Public Works has confirmed that the 2012 Utility Easement and the 2012 Access Easement are not needed for municipal purposes as long as the 1965 Easement and the 1977 Easement are retained by the City; and

WHEREAS, Council is agreeable to releasing to LG Capital, LLC the 2012 Utility Easement and the 2012 Access Easement upon the condition that the 1965 Easement and the 1977 Easement be retained by the City of the Norfolk; now, therefore,

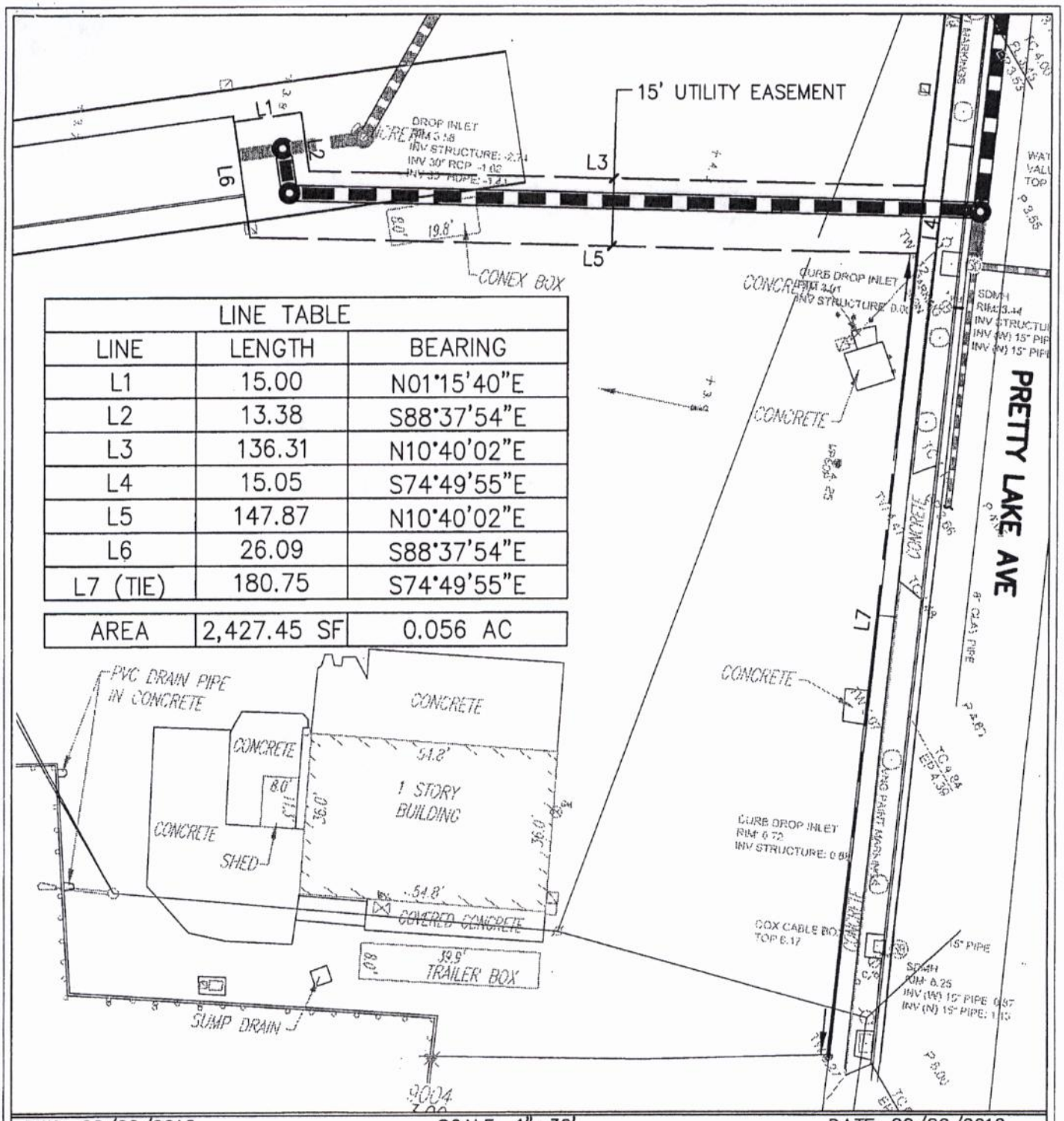
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the release of the 2012 Utility Easement and the 2012 Access Easement located on, over, and under a portion of the Property owned by LG Capital, LLC, as shown on Exhibits A and B, is hereby approved, subject to the condition that the 1965 Easement and the 1977 Easement be retained by the City of Norfolk.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute and deliver to LG Capital, LLC, or to the current owner of the Property, a deed of release, in form satisfactory to the City Attorney, and to do all other things necessary and proper to effect the release of the 2012 Utility Easement and the 2012 Access Easement.

Section 3:- That this ordinance shall be in effect from and after 30 days from the date of its adoption.

EXHIBIT A TO ORDINANCE



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00	N01°15'40"E
L2	13.38	S88°37'54"E
L3	136.31	N10°40'02"E
L4	15.05	S74°49'55"E
L5	147.87	N10°40'02"E
L6	26.09	S88°37'54"E
L7 (TIE)	180.75	S74°49'55"E

AREA	2,427.45 SF	0.056 AC

DWG: 02/22/2012 SCALE: 1"=30' DATE: 02/22/2012

Bowman CONSULTING

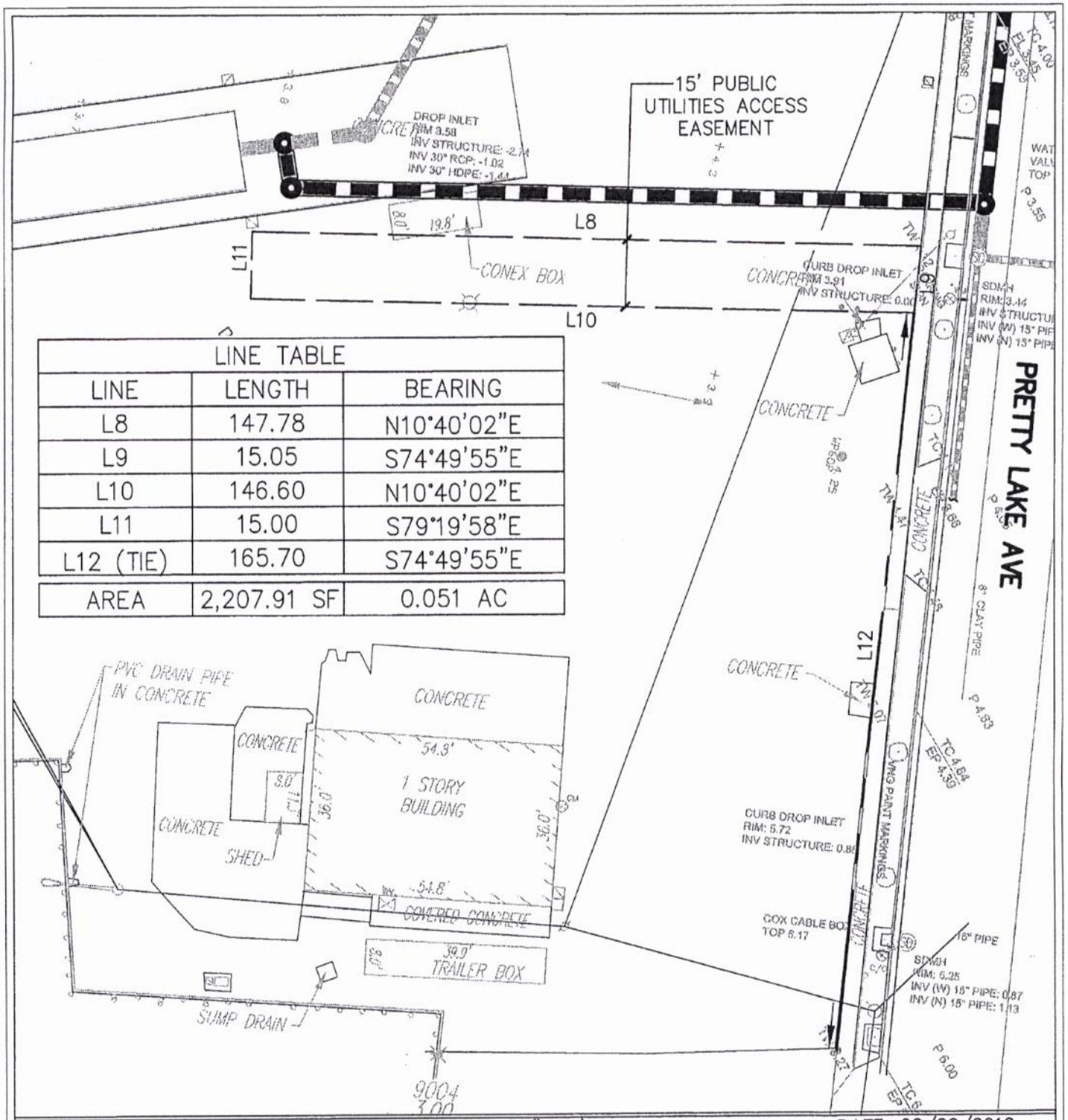
Bowman Consulting Group, Ltd.
1561 Bradford Road, Suite 202
Virginia Beach, Virginia 23455
Phone: (757) 464-0622
Fax: (757) 313-9226
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

15' UTILITY EASEMENT

4521 PRETTY LAKE AVENUE
NORFOLK, VIRGINIA

EXHIBIT B TO ORDINANCE



LINE TABLE		
LINE	LENGTH	BEARING
L8	147.78	N10°40'02"E
L9	15.05	S74°49'55"E
L10	146.60	N10°40'02"E
L11	15.00	S79°19'58"E
L12 (TIE)	165.70	S74°49'55"E
AREA	2,207.91 SF	0.051 AC

DWG: EXHIBIT A SCALE: 1"=30' DATE: 02/22/2012

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1561 Bradford Road, Suite 202
Virginia Beach, Virginia 23455
Phone: (757) 464-0622
Fax: (757) 313-9226
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

15' PUBLIC UTILITIES ACCESS EASEMENT

4521 PRETTY LAKE AVENUE
NORFOLK, VIRGINIA

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: **Text amendment to the City's *Zoning Ordinance* to allow Tattoo Parlor/School in the C-2 (Corridor Commercial) district by special exception and eliminate the 1,000 linear foot radius from other such establishments.**

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-2**

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

II. **Request:** This request proposes to allow Tattoo Parlors in the C-2 district by special exception and eliminate the requirement that they be located within 1,000 feet of similar establishments.

III. **Applicant: City Planning Commission**

IV. **Description:**

- In 2006, the City Code and the *Zoning Ordinance of the City of Norfolk* were amended to eliminate the prohibition of tattoo parlors, create administrative requirements and permit them by special exception in the D-4 (Downtown Arts and Design) district and the I-1 (Limited Industrial) district.
- The amendments to the City Code require that Tattoo Parlors:
  - Must be permitted through the Department of Public Health; the permit expires at the end of each year
  - Provide a floor plan
  - Are inspected prior to the issuance of the permit
  - Must follow the operational standards set forth in the Code
- The current request is to allow Tattoo Parlor/School in the C-2 district by special exception, eliminate the 1,000 foot requirement from similar establishments, and continue to require the establishments to be 100 feet from any residential district.

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

Attachments:

- Staff Report to CPC dated February 25, 2016 with attachments
- Proponents and Opponents
- Ordinance

Proponents and Opponents

Proponents

Shelby Balderas
5720 Hoggard Road
Norfolk, VA 23502

Joe and Katie Thomas Schemmel
714 Wingfield Avenue
Chesapeake, VA 23325

Opponents

None

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: February 25, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	**Item No. 2**	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Text amendment to the City's *Zoning Ordinance* to allow Tattoo Parlor/School in the C-2 (Corridor Commercial) district by special exception and eliminate the 1,000 linear foot radius from other such establishments.

A. Summary of Request

- The request would allow Tattoo Parlor/School in the C-2 district by special exception and eliminate the requirement that there be 1,000 feet between such establishments.

B. Plan Consistency

- The Enhancing Economic Vitality chapter of *plaNorfolk2030* includes an action calling for modifications to city processes, including zoning requirements, to support business investment.
  - The proposed changes to the *Zoning Ordinance* are consistent with the recommendations of that action.

C. Zoning Analysis

- In 2006, the City Code and the *Zoning Ordinance of the City of Norfolk* were amended to eliminate the prohibition of tattoo parlors, create administrative requirements and permit them by special exception in the D-4 (Downtown Arts and Design) district and the I-1 (Limited Industrial) district.
- The amendments to the City Code require that Tattoo Parlors:
  - Must be permitted through the Department of Public Health; the permit expires at the end of each year
  - Provide a floor plan
  - Are inspected prior to the issuance of the permit
  - Must follow the operational standards set forth in the Code
- The current request is to allow Tattoo Parlor/School in the C-2 district by special exception.

D. Transportation Impacts

N/A

E. Historic Resources Impacts

N/A

F. Public Schools Impacts

N/A

G. Environmental Impacts

N/A

H. Surrounding Area/Site Impacts

- Since the *Zoning Ordinance* was amended, three special exceptions have been granted.
- There have been no zoning violations resulting from these establishments, and the police calls are as follows:
  - 729 Granby Street: One call for animal protection.
  - 1540 Azalea Garden Road: Eight calls for alarm and one for vandalism.
  - 2100 Monticello Avenue: One call for suspicious activity.

I. Payment of Taxes

N/A

J. Civic League

N/A

K. Communication Outreach/Notification

Legal notification was placed in *The Virginian-Pilot* on February 11 and 18.

L. Recommendation

- Staff recommends that the text amendment request be **approved.**
- The initial recommendation by staff in 2006 was to allow the use in the C-2 districts by special exception.
  - Based on Council concerns stemming from historical problems, perceptions and concentration of this type of use, it was limited to the D-4 and I-1 district.
- Subject to the additional requirements of the Department of Health and the lack of issues with the current tattoo establishments, staff is recommending that this use be allowed, as any other retail establishment would be, in the C-2 district with the additional scrutiny of a special exception.

Attachments:

Proposed text

Proponents and Opponents

Proponents

Shelby Balderas
5720 Hoggard Road
Norfolk, VA 23502

Joe and Katie Thomas Schemmel
714 Wingfield Avenue
Chesapeake, VA 23325

Opponents

None

02/25/2016 lds

Form and Correctness Approved:

By
Office of the City Attorney

Contents Approved:

By
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND TABLE 6-A AND SECTION 25-10.9 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ALLOW "TATTOO PARLOR/SCHOOL" IN THE C-2 (CORRIDOR COMMERCIAL) DISTRICT BY SPECIAL EXCEPTION AND TO REMOVE THE 1,000 FOOT MINIMUM SEPARATION REQUIREMENT BETWEEN TATTOO PARLORS/SCHOOLS.

- - -

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

Section 1:- That Table 6-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses" for commercial districts, is hereby amended so as to permit, by special exception only, "Tattoo Parlor/School" in the C-2 (Corridor Commercial) district

Section 2: That section 25-10.9 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Tattoo parlor and tattoo school," is hereby amended so as to remove the 1,000 foot minimum separation requirement between tattoo parlors/schools. The change shall be made and the text shall read as set forth in "Exhibit B," attached hereto.

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.

ATTACHMENTS:
Exhibit A (4 pages)
Exhibit B (1 page)

EXHIBIT A

COMMERCIAL DISTRICTS
TABLE 6-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS				COMMENTS
	C-1	C-2	C-3	C-4	
RESIDENTIAL USES					
Mixed Uses	S	S			
OFFICE USES					
Laboratory		P			
Office	P	P	P		
Office, Contractor (no exterior storage)		P	P		
Office/Clinic, Medical		P	P		
Office, Veterinary		P	P		
COMMERCIAL USES					
Adult Movie Theater		S			Subject to the requirements of §25-10.1, Adult uses
Adult Novelty Store		S			Subject to the requirements of §25-10.1, Adult uses
After Hours Membership Organization		S	S		
Antique Store	P	P	P		
Art Gallery	P	P	P		
Auction House		P			
Automobile and Truck Rental		P		P	
Automobile and Truck Repair		S	S	P	Subject to the requirements of §25-10.3, Automobile repair and gas station
Automobile Sales and Service		S		P	Subject to the requirements of §25-10.7, Automobile sales and service
Boat Sales and Service		P		P	
Brewpub		S	S		
Car Wash		S		S	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS				COMMENTS
	C-1	C-2	C-3	C-4	
Check Cashing Establishment		S			
Commercial Drive-Through	S	S	S	S	Subject to the requirements of §25-10.8, Commercial drive-through facility
Convenience Store, 24-Hours (no fuel sales)	S	S	S		
Convenience Store, 24-Hours (with fuel sales)	S	S	S		Subject to the requirements of §25-10.3, Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Eating Establishment	P	P	P	P	
Eating and Drinking Establishment	S	S	S	S	Subject to the requirements of §25-10.1, Adult uses
Entertainment Establishment	S	S	S	S	Subject to the requirements of §25-10.1, Adult uses
Farmer's Market		P		P	
Financial Institutions	P	P	P		
Flea Market, Indoor		S		S	
Flea Market, Outdoor				S	
Funeral Home		P			
Gas Station	S	S	S		Subject to the requirements of §25-10.3, Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility	P	P	P		
Hotel/Motel		P	P		Subject to the permit requirements of Norfolk City Code chapter 22, article II (§ 22-27 et seq.)
Kennel (with outdoor area)		S	S		Subject to the requirements of § 25-10.11, Kennel (with outdoor area)
Kennel (with no outdoor area)		S	S		
Marina (without boat repair)		P			
Mini-Warehouse		P	S	P	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS				COMMENTS
	C-1	C-2	C-3	C-4	
Pawnshop		S			
Payday Loan-Auto Title Loan Establishment		S			
Personal Watercraft Rental		S			Subject to the requirements of § 25-10.6, Rental of personal watercraft
Recreation Center, Commercial		S	S		
Recreational Sports, Indoor		P	P		
Recreational Sports, Outdoor		S	S	P	
Retail Goods Establishment	P	P	P		
Retail Goods Establishment (operating after midnight)	S	S	S		
Retail Services Establishment	P	P	P		
Retail Services Establishment (operating after midnight)	S	S	S		
Sale of Alcoholic Beverages for Off-Premises Consumption	S	S	S		Subject to the requirements of §25-10.1, Adult uses
Sale of Distilled Spirits		S	S		Subject to the requirements of §25-10.1, Adult uses
Studio, Arts	P	P	P		
Studio, Dance	P	P	P		
Tattoo Parlor/School		S			Subject to the requirements of § 25-10.9 Tattoo parlor and tattoo school
Theater		P	P		
Therapeutic Massage Facility		P			
Used Books/Media Sales		P	P		
Used Merchandise Sales		S	S		
Vendor		P	P	P	Subject to the requirements of City Code § 42 – Article I-A
PUBLIC AND CIVIC USES (Sites < 1 Acre)					
Amphitheater, Arena, Stadium				S	
Broadcast Studio		P	P		
Communication Tower (commercial)	S	S	S	S	Subject to the requirements of §25-10.5, Communication towers

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS				COMMENTS
	C-1	C-2	C-3	C-4	
Day Care Center, Adult	P	P	P		
Day Care Center, Child	P	P	P		
Educational Facility, Professional and Vocational		P			
Governmental Operations (non-industrial)	P	P	P	P	
Hiring Hall		P			
Membership Organization	P	P	P	P	
Museum	P	P			
Utility Facility	P	P	P	P	
Religious Institution	P	P	P	P	
Yacht Club, Country Club		P			
INDUSTRIAL USES					
Boat Dry Storage Facility		S			
Recycling Collection Station		P	P		
Microbrewery		S	S		

EXHIBIT B

25-10.9 *Tattoo parlor and tattoo school*. No tattoo parlor/or tattoo school shall be located on property located within one hundred (100) feet of the boundary of any residential district.

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: Rezoning from I-4 (Waterfront Industrial) district to conditional D-5 (Fort Norfolk) district at 151 Riverview Avenue – Tarrant's Bay, LLC

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number:

PH-3

I. **Staff Recommendation: Approval.**

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

III. **Request:** Rezoning from I-4 (Waterfront Industrial) district to conditional D-5 (Fort Norfolk) district for a mixed use development.

IV. **Applicant: Tarrant's Bay, LLC**

V. **Description:**

- This application is for a rezoning to permit the construction of a mixed-use development.
- The proposed project consists of two buildings:
  - A seventeen (17) story building with 450 residential units and 58 parking spaces on the first floor.
  - A seven (7) story parking garage wrapped with 10,200 square feet of commercial space on the first floor and 32 residential units on the second through seventh floors.
- A marina with 56 boat slips is proposed.
  - A pedestrian walkway open to the public is proposed to extend along the waterfront.

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

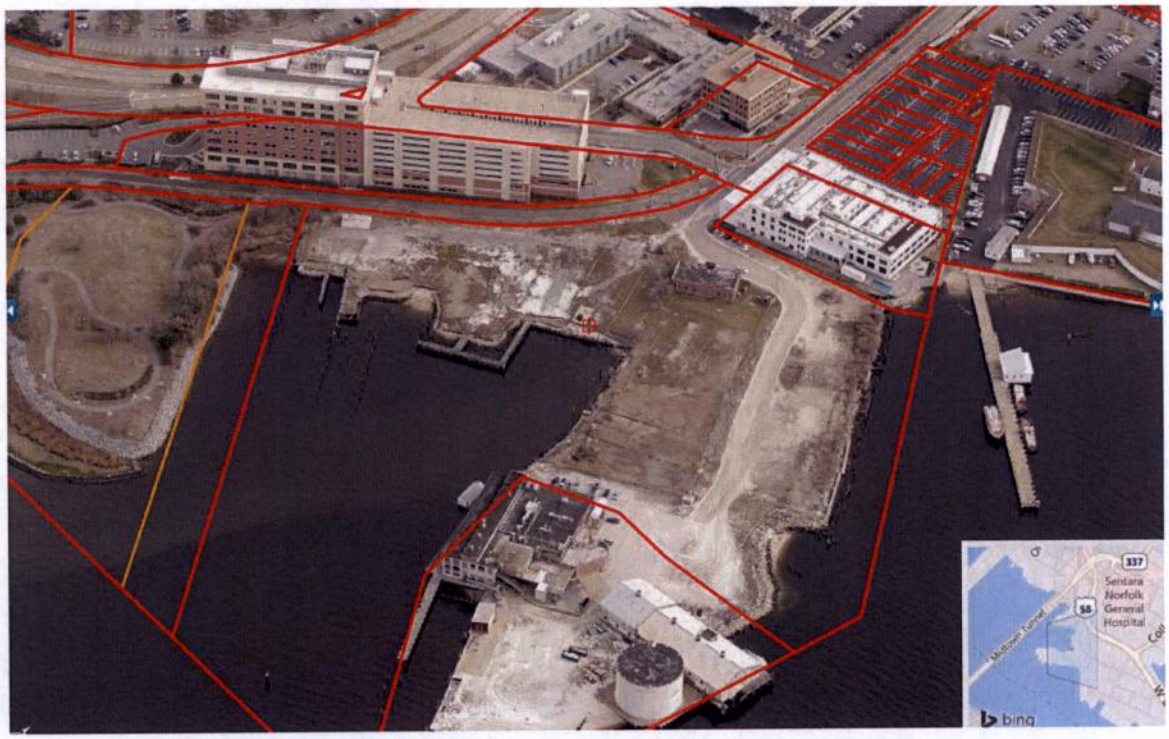
Attachments:

- Staff Report to CPC dated February 25, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

City Planning Commission: February 25, 2016
Executive Secretary: George M. Homewood, AICP, CFM
Staff: Susan Pollock Hart, CFM

Staff Report		
Address	**151 Riverview Avenue**	
Applicant	**Tarrant's Bay, LLC**	
Requests	**Conditional Rezoning**	From I-4 (Waterfront Industrial) district to conditional D-5 (Fort Norfolk) district
Property Owner	Front Street Flats, LLC	
Site Characteristics	Site/Building Area	14 acres/ 754,010 square feet
	Future Land Use Map	Downtown
	Zoning	D-5 (Fort Norfolk) district
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	OSP (Open Space Preservation): Plum Point Park
	East	IN-2 (Campus Institutional): Fort Norfolk Medical Building
	South	D-5: Vacant site; Riverview Loft apartments, Miles Seafood processing plant
	West	Elizabeth River



A. Summary of Request

- This application is for a rezoning to permit the construction of a mixed-use development.
- The proposed project consists of two buildings:
  - A seventeen (17) story building with 450 residential units and 58 parking spaces on the first floor.
  - A seven (7) story parking garage wrapped with 10,200 square feet of commercial space on the first floor and 32 residential units on the second through seventh floors.
  - A marina with 56 boat slips is proposed.
  - A pedestrian walkway open to the public is proposed to extend along the waterfront.

B. Plan Consistency

- *plaNorfolk2030* designates this site as Downtown
- The *Fort Norfolk District Conceptual Master Plan* and the *Fort Norfolk Urban Land Institute Advisory Panel* both addressed the redevelopment of the Fort Norfolk Area.
  - Both called for improving physical and visual access to the waterfront and improving connections to amenities like the historic Fort Norfolk and Plum Point Park.
  - The master plan further recommended sculpting the shoreline with waterfront promenades and marinas.
  - The ULI panel further recommended concentrating initial development efforts in close proximity to the light rail station.
- Given that the Downtown designation encourages high-density mixed-use development and the two recent planning efforts for Fort Norfolk encourage redevelopment of the waterfront to provide greater connections to the water and other amenities, the proposed rezoning is consistent with *plaNorfolk2030*.

C. Zoning Analysis

i. General

- The current industrial zoning of the site reflects the industrial history of the Fort Norfolk Area.
- The D-5 zoning district was put in place to encourage mixed-use type developments along this portion of the waterfront.
- To accommodate the residential and commercial structures proposed, the applicant requests that the property be rezoned to D-5 zoning district which permits all of the proposed uses by-right.

ii. Parking

- Although the Downtown Character district only requires 1.5 parking spaces for residential uses, the site is located within the D-5 which requires two parking spaces per dwelling unit for residential uses.
  - 482 units would require 964 parking spaces.
- The commercial space, which utilizes the permitted 25% reduction for proximity to light rail, requires 14 parking spaces.
- The boat slips require 28 parking spaces.

- 1,006 parking spaces are required and 1,019 are provided.

iii. Flood Zone

- The majority of the property is located in the X (Shaded) with two of the corners located in the AE Flood Zone, which is a high risk flood zone.
  - The proposed redevelopment of the site will be reviewed under the Site Plan Review Process to ensure compliance with the Floodplain/Coastal Hazard Overlay District.
  - The first floor of both buildings will be parking which does not require flood proofing, but the commercial in the mixed-use building will be required to be flood proofed.

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that this proposed development will generate 3,042 new vehicle trips per day based upon a project including 482 apartment units, 3,200 square feet of retail space, a 5,000 square foot restaurant, and a 56 slip marina.
- Hampton Boulevard just north of this location is identified as a severely congested corridor in the PM peak in the most recent update to regional Hampton Roads Congestion Management analysis.
- The site is near frequent transit service with Hampton Roads Transit bus route 2 (Hampton Boulevard) and 23 (Princess Anne) operating near the site and the EVMS/Ft. Norfolk Light Rail Station within walking distance of the site.
- The Elizabeth River Trail (ERT) for pedestrians and cyclists is also located adjacent to the site.

E. Historic Context and Impacts

- The Riverview Lofts which are located directly to the south, were created through the conversion of an old industrial building that was built in 1919.
  - Historic tax credits where uses for the adaptive reuse of the building.
- Just to the southwest of the site is Fort Norfolk which was built in 1810 and was uses during the War of 1812 and the Civil War.

F. Public School Impacts

- School attendance zones include Taylor Elementary School (82% utilization), Blair Middle School (77% utilization) and Maury High School (95% utilization).
- Approximately 9.6 school aged children could be generated by the proposed development (0.02 school aged children per unit).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

G. Environmental Impacts

The project will be required to be reviewed and approved through the Site Plan Review Process and must obtain permits from the Army Corps. Of Engineers for all work along the waterfront.

H. Surrounding Area/Site Impacts

- In 1998, the properties known as 'Atlantic City' were rezoned to D-5.
  - The intent of the district was to transition this area from industrial to a mixed-use waterfront.
  - The uses and development standards reflected the desire to increase the commercial and residential uses and to eliminate industrial uses.
- 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 Ghent Neighborhood League and the Downtown Norfolk Corporation August 12, 2015.

K. Communication Outreach/Notification

- Legal notice was posted on the property on August 18.
- Letters were mailed to all property owners within 300 feet of the property on September 10.
- Legal notification was placed in *The Virginian-Pilot* on September 10 and September 17.
- This item was continued originally from the September 2015 agenda.

L. Recommendations:

Staff recommends that the conditional zoning be approved subject to the attached proffered conditions.

Attachments

Location Map
Zoning Map
Application
Proposed Elevations

Proponents and Opponents

Proponents

Howard Gordon
Williams Mullen
999 Waterside Drive, Suite 1700
Norfolk, VA 23510

Lee Shadbolt
Commonwealth Architects
101 Shockoe Slip
Richmond, VA 23219

Andrew Gould
1001 Builders Parkway
1001 Builders Parkway
Richmond, VA 23113

Opponents

None

02/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 151 RIVERVIEW AVENUE FROM I-4 (WATERFRONT INDUSTRIAL) TO CONDITIONAL D-5 (FORT NORFOLK) DISTRICT.

- - -

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

Section 1:- That the property located at 151 Riverview Avenue is hereby rezoned from I-4 (Waterfront Industrial) District to conditional D-5 (Fort Norfolk) District. The property which is the subject of this rezoning is more fully described as follows:

Property located on the northwest corner of Riverview Avenue and Southampton Avenue fronting 30 feet, more or less, along the western terminus of Southampton Avenue, 583 feet, more or less, along the southwestern line of the Norfolk Southern right-of-way and bounded on the west by the Elizabeth River; premises numbered 151 Riverview Avenue.

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

(a) The Residential Tower shall consist of a 17-story structure (not to exceed a height of 190 ft.). The total square footage of the Residential Tower shall not exceed 495,550 sq. ft. The Residential Tower shall contain not more than 450 residential units and shall have a parking garage on its first level. The Residential Tower shall be developed generally consistent with that certain development plan, including the proposed site plan and elevations, entitled "TARRANTS BAY, 151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE" dated February 22, 2016, prepared by Commonwealth Architects, which is incorporated by this reference as Exhibit A (the "Development Plan"). The property owner acknowledges that additional approvals and permits may be required from governmental agencies during

the site plan review and the property owner shall comply with all conditions of such approvals and permits.

(b) The Mixed Use Building shall consist of a 6-story residential/retail structure and 6-story parking structure (not to exceed a height of 84 ft.). The total enclosed square footage of the Mixed-Use Building shall not exceed 278,494. The Mixed Use Building shall consist of: (i) residential units (not to exceed 32 units), (ii) a restaurant, and (iii) 3,200 sq. ft. of additional commercial/retail space to be located on the first floor of the building. In addition, the Mixed Use Building shall contain a parking garage component on all six levels of the building and roof. The Mixed-Use Building shall be developed generally consistent with the Development Plan.

(c) The Marina shall consist of approximately 56 boat slips and shall include standard marina-amenities, including a 2,000 sq. ft. marina store and access for the public to launch non-motorized, light-weight kayaks and paddle boards. The Marina "concourse along the waterfront" shall be designed to accommodate pedestrian access and shall be accessible to the public during daylight hours. The Marina shall be developed generally consistent with the Development Plan. The property owner shall remove the abandoned barge currently located within the Marina area in connection with the construction of the Residential Tower. For the purposes of this proffer, the concourse along the waterfront shall be generally as shown on the Development Plan and extend from the eastern boundary of the Property at its intersection with the Elizabeth River Trail along the waterfront to the western boundary of the Property (the property of J.H. Miles).

(d) The principal buildings' structural elements shall be located at least 30 feet from the building side of the delineated wetland line (as currently confirmed by the United States Army Corps of Engineers) consistent with the City of Norfolk CPBA Guideline Document, with the exception of structural encroachments which do not exceed 5 feet over said 30 foot setback line and which in the

aggregate shall not exceed 3% of the total square footage of the recommended wetland setback area. Under no circumstances shall any of the principal buildings' structural elements be located less than 25 feet from the delineated wetland line. For purposes of these proffers, decorative awnings, canopies, flag poles, light fixtures and signs shall not be considered "structural elements" of the principal buildings. Since the surface of the existing site is essentially impervious and contains existing impervious areas within the seaward Chesapeake Bay Preservation Area buffer, where the property owner installs impervious surfaces located within 30 feet from the delineated wetland line, additional water quality treatment will be provided for such impervious surfaces. The additional water quality treatment to be provided shall be calculated based on 125% of the area of the impervious surface that falls within 30 feet of the delineated wetland line.

(e) The Residential Tower shall be designed to meet a minimum residential finished floor elevation of 14 feet (NAVD '88). The Mixed-Use Building shall be designed to meet a minimum finished floor elevation of 13 feet.

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

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

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

ATTACHMENT:
Exhibit A (12 pages)

TARRANTS BAY
NORFOLK, VIRGINIA

Exhibit A

CONTENTS:

A1 ALTA SURVEY
A2 ALTA SURVEY
A3 TOPOGRAPHICAL SURVEY
A4 VICINITY MAP
A5 PROPOSED SITE PLAN
A6 PROPOSED MARINA PLAN
A7 ARCHITECTURAL RENDERING "A" - LOOKING WEST FROM SOUTHAMPTON AVE.
A8 ARCHITECTURAL RENDERING "B" - LOOKING EAST
A9 ARCHITECTURAL RENDERING "C" - LOOKING SOUTHEAST
A10 ARCHITECTURAL RENDERING "D" - LOOKING SOUTHWEST FROM INNER COURTYARD
A11 PROPOSED PROJECT DATA SUMMARY

OWNER

TARRANTS BAY, LLC
151 RIVERVIEW AVENUE
NORFOLK, VIRGINIA 23510

CONSULTANTS

ARCHITECT:

COMMONWEALTH ARCHITECTS
101 SHOCKOE SLIP
RICHMOND, VIRGINIA 23219

SURVEYING:

TIMMONS GROUP
2901 SOUTH LYNNHAVEN ROAD
VIRGINIA BEACH, VIRGINIA 23452

CIVIL ENGINEERING:

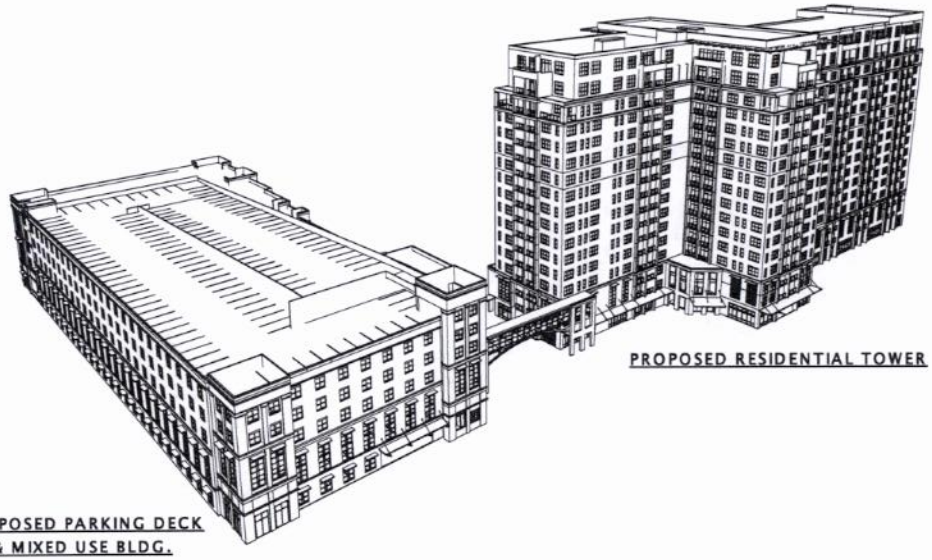
TIMMONS GROUP
117 SOUTH 14TH STREET, SUITE 303
RICHMOND, VIRGINIA 23319

MARINA DESIGN CONSULTANT:

LANGLEY & MCDONALD
309 LYNNHAVEN PARKWAY
VIRGINIA BEACH, VIRGINIA 23452

ZONING ATTORNEY:

WILLIAMS MULLEN
999 WATERSIDE DRIVE, SUITE 1700
NORFOLK, VIRGINIA 23510



COMMONWEALTH ARCHITECTS

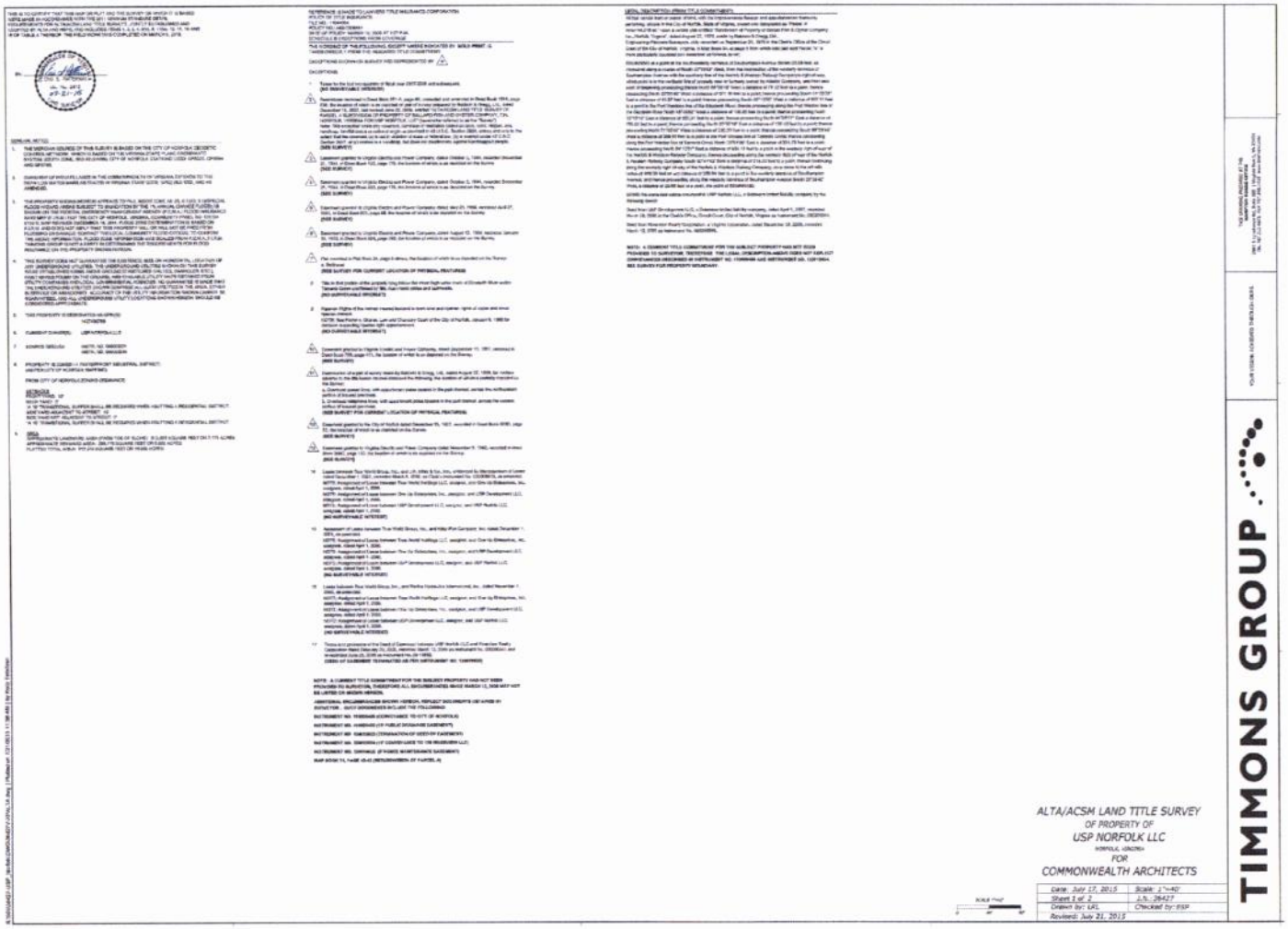
TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2015



ALTA SURVEY

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

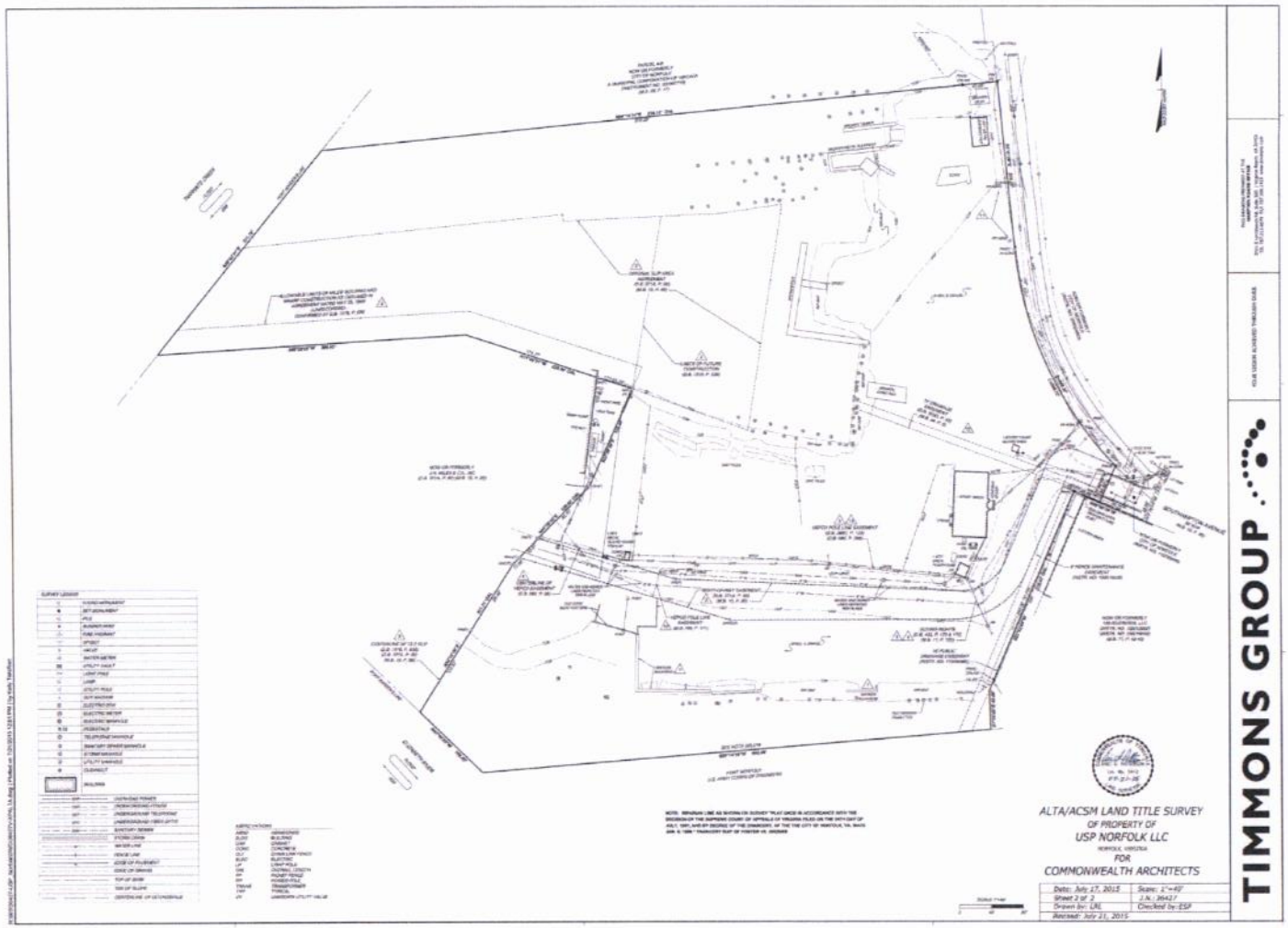
TARRANTS BAY, LLC

COMMONWEALTH ARCHITECTS

FOR RE-ZONING

FEBRUARY 22, 2016

A1



COMMONWEALTH ARCHITECTS

ALTA SURVEY

TARRANTS BAY

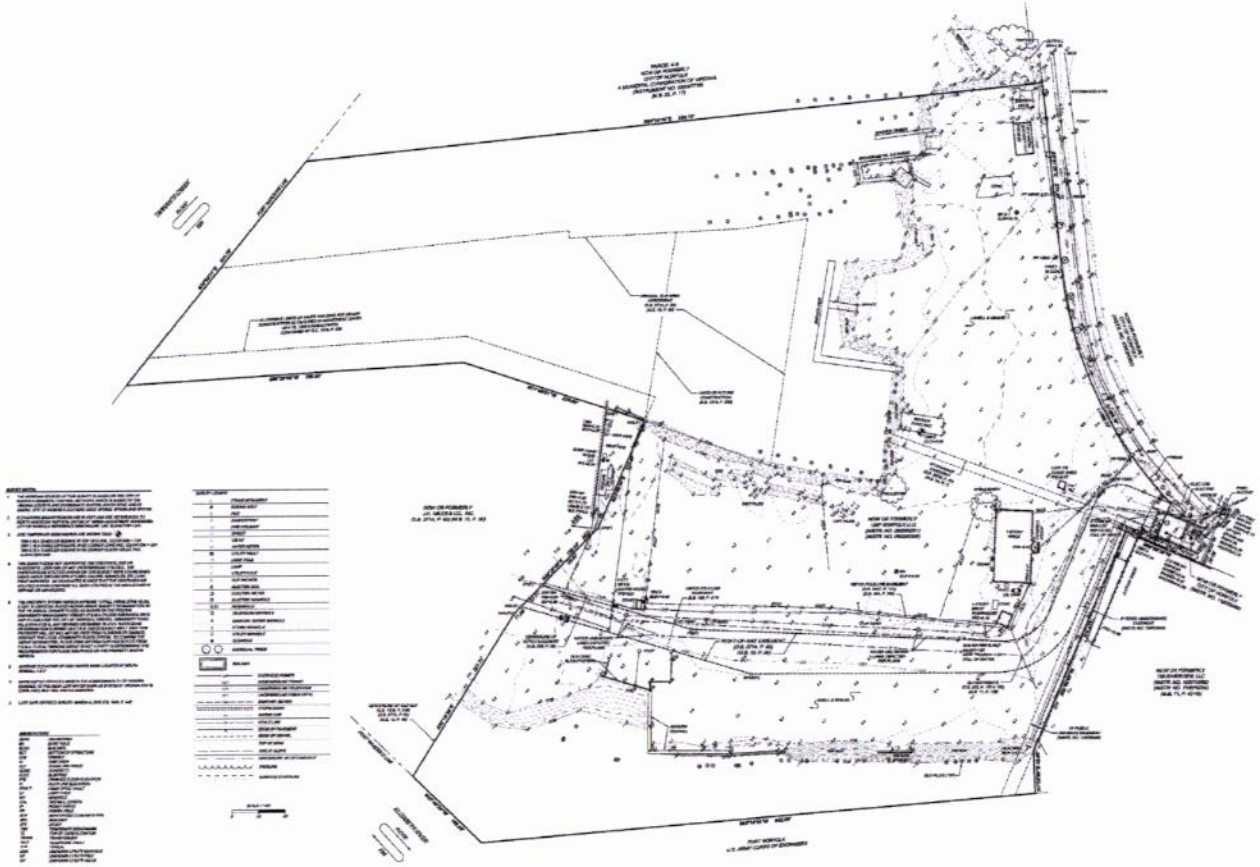
151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A2



COMMONWEALTH ARCHITECTS

TOPOGRAPHICAL SURVEY

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A3

COMMONWEALTH ARCHITECTS

VICINITY MAP

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A4

*NOTE:
-DELINEATED WETLAND LINE IS BASED ON TIMMONS GROUP MAP DATED 10/1/2015 AND CONFIRMED BY THE UNITED STATES ARMY CORPS OF ENGINEERS
-DELINEATED WETLAND LINE INCLUDES
- ESTUARINE EMERGENT (E2EM) WETLANDS
- PALUSTRINE FORESTED (PFO) WETLANDS &
- ESTUARINE OPEN WATER (E1OW)

LENGTH OF DELINEATED WETLAND LINE = 1018 LN/FT
TOTAL 30' WETLAND SETBACK AREA ON SITE = 30,235 SQ/FT

30' WETLAND SETBACK ENCROACHMENT AREAS

ID	SQUARE FOOTAGE	DISTANCE TO WETLAND
A	29.0	26.1'
B	36.7	25.5'
C	76.8	26.5'
D	13.4	26.8'
E	44.6	25.1'
F	173.4	25.4'
G	53.6	25.2'
TOTAL	428.2 SQ/FT	

% OF WETLAND SETBACK AREA AFFECTED BY ENCROACHMENT = 428.2/30,235 = 1.4%

LAND AREA
PARCEL 'A': 88,101 SF = 2.02 ACRES
PARCEL 'B': 224,400 SF = 5.15 ACRES
SUBTOTAL: 312,501 SF = 7.174 ACRES

WATER AREA
299,778 SF = 6.882 ACRES

TOTAL SITE AREA
LAND: 312,501 SF = 7.174 ACRES
WATER: 299,778 SF = 6.882 ACRES
612,279 SF = 14.056 ACRES

COMMONWEALTH ARCHITECTS

PROPOSED SITE PLAN

TARRANTS BAY

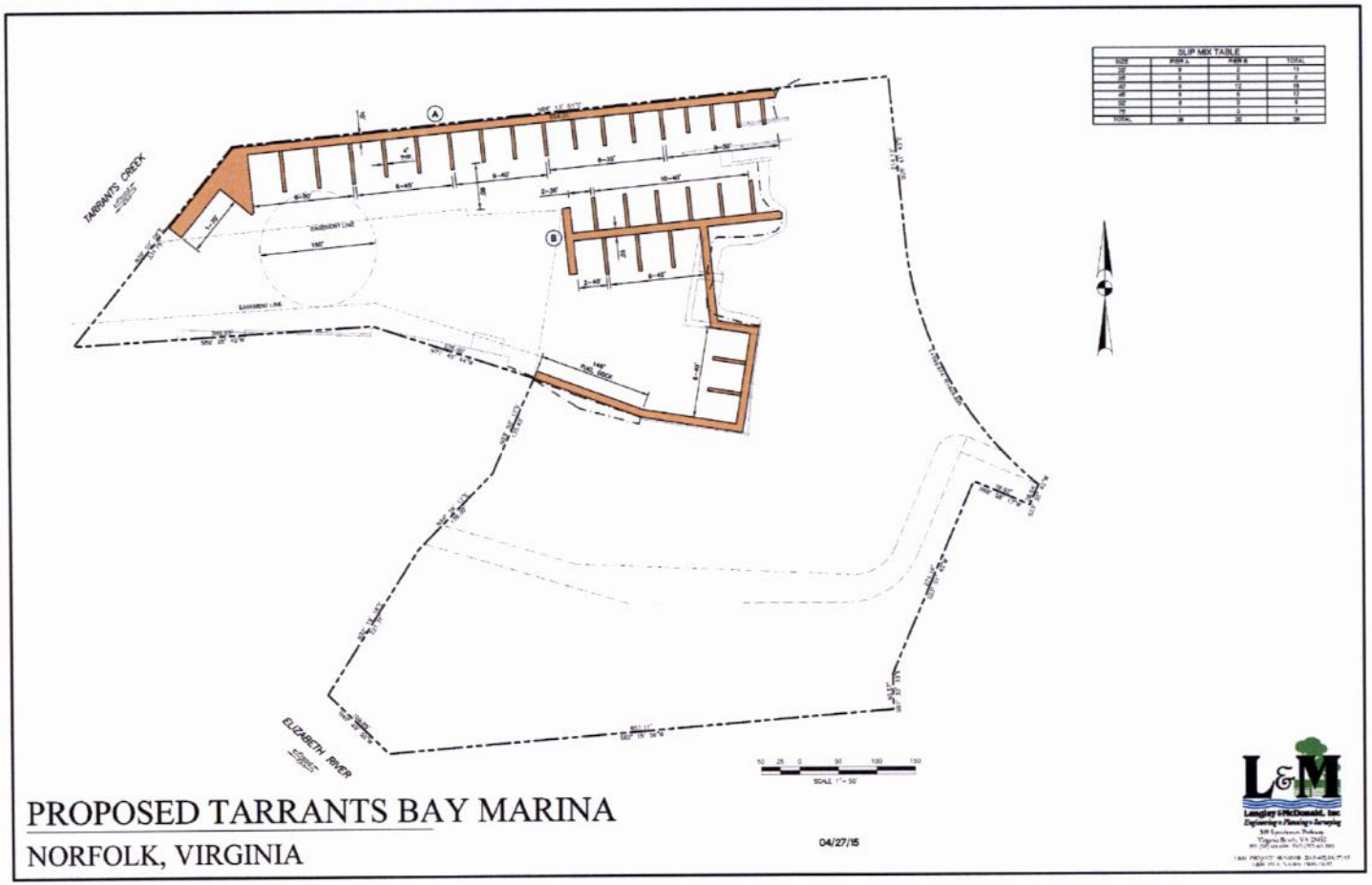
151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A5



PROPOSED TARRANTS BAY MARINA

NORFOLK, VIRGINIA

COMMONWEALTH ARCHITECTS

PROPOSED MARINA PLAN

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A6

COMMONWEALTH ARCHITECTS

ARCHITECTURAL RENDERING "A" - LOOKING WEST FROM SOUTHAMPTON AVE.

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A7

COMMONWEALTH ARCHITECTS

ARCHITECTURAL RENDERING "B" - LOOKING EAST

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A8

COMMONWEALTH ARCHITECTS

ARCHITECTURAL RENDERING "C" - LOOKING SOUTHEAST

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A9

ARCHITECTURAL RENDERING "D" - LOOKING SOUTHWEST FROM INNER COURTYARD

TARRANTS BAY

FOR RE-ZONING

FEBRUARY 22, 2016

A10

COMMONWEALTH ARCHITECTS

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

PROPOSED RESIDENTIAL TOWER

FLOOR LEVEL	# UNITS
L-1	0 UNITS
L-2	21 UNITS
L-3	21 UNITS
L-4	31 UNITS
L-5	31 UNITS
L-6	31 UNITS
L-7	31 UNITS
L-8	31 UNITS
L-9	31 UNITS
L-10	31 UNITS
L-11	31 UNITS
L-12	31 UNITS
L-13	31 UNITS
L-14	31 UNITS
L-15	31 UNITS
L-16	18 UNITS
L-17	18 UNITS
ROOF	-
TOTAL:	450 UNITS

PROPOSED MIXED USE BUILDING

L-1	3200 SF
L-2	7 UNITS
L-3	7 UNITS
L-4	9 UNITS
L-5	9 UNITS
RESTAURANT	5,000 SF
MARINA STORE	2,000 SF
TOTAL:	32 UNITS & 10,200 SF COMMERCIAL/RETAIL

REQUIRED PARKING

RESIDENTIAL TOWER:	900
MARINA (BASE OFF OF 56 BOAT SLIPS):	28
MIXED USE BUILDING:	81
TOTAL PARKING REQ'D:	1009

TOTAL HEIGHTS

RESIDENTIAL TOWER:	179 FT.
MARINA (BASE OFF OF MIXED USE BUILDING:	84 FT.

PROPOSED PARKING

	SURFACE PARKING	ELEV = +0	39 PKG PROV'D
P-1	TOWER PODIUM PKG	ELEV = +0	58 PKG PROV'D
P-1	PARKING DECK	ELEV = +0	110 PKG PROV'D
P-2	PARKING DECK	ELEV = +10	129 PKG PROV'D
P-3	PARKING DECK	ELEV = +20	129 PKG PROV'D
P-4	PARKING DECK	ELEV = +30	129 PKG PROV'D
P-5	PARKING DECK	ELEV = +40	129 PKG PROV'D
P-6	PARKING DECK	ELEV = +50	129 PKG PROV'D
P-7	PARKING DECK	ELEV = +60	129 PKG PROV'D
P-8	PARKING DECK	ELEV = +70	48 PKG PROV'D
PARKING TOTAL:			1019 PKG PROV'D (PARKING REQ'D: 1004*)

PROPOSED FLOOR AREA RATIO (FAR) CALCULATIONS

COMMERCIAL/RETAIL:	3,200 SF/FLR	X	1 FLR	3,200 SF
RESTAURANT:		X	3 FLRS	5,000 SF
MARINA STORE:	2,000 SF/FLR	X	1 FLR	2,000 SF
TOWER APARTMENTS:	29,150 SF/FLR	X	16 FLRS	466,400 SF
DECK APARTMENTS (2-3):	7,200 SF/FLR	X	2 FLRS	14,400 SF
DECK APARTMENTS (4-5):	9,200 SF/FLR	X	2 FLRS	18,400 SF
PODIUM PKG (TOWER):	29,150 SF/FLR	X	1 FLR	29,150 SF
PKG GARAGE (P1-6):	37,800 SF/FLR	X	6.23 FLRS	235,494 SF
TOTAL FLOOR AREA:				774,044 SF

FAR = 774,044 SF BLDG/224,400 SF SITE AREA (PARCEL B)

PROPOSED FAR = 3.45

ALLOWABLE FAR = 3.5

BUILDING COVERAGE (PARCEL "B") = 89,089 SF (40%)

COMMONWEALTH ARCHITECTS

PROPOSED PROJECT DATA SUMMARY

TARRANTS BAY

151 RIVERVIEW AVENUE & SOUTHAMPTON AVENUE NORFOLK, VIRGINIA

TARRANTS BAY, LLC

FOR RE-ZONING

FEBRUARY 22, 2016

A11

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: Change of zoning from I-2 (Light Industrial) to conditional C-2 (Corridor Commercial), a Mixed Use Special Exception and an Entertainment Establishment Special Exception at 2410-2414 Colonial Avenue and 433-435 W. 25th Street – Cristina Angelo

Reviewed: _____ **Ward/Superward**: 2/7
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 **6 to 0**, the Planning Commission recommends **Approval** of the requests.

III. **Request:** Change of zoning to Corridor Commercial, a Mixed Use Special Exception and an Entertainment Establishment Special Exception.

IV. **Applicant:** **Cristina Angelo**

V. **Description:**

- The site consists of two parcels, both of which are zoned industrially.
- Each parcel contains a structure that appears to be residential, but have been used for commercial purposes.
- The applicant proposes to convert the existing home at 2410 Colonial Avenue to an entertainment establishment with alcoholic beverages on the first floor and one residential unit on the 2nd and 3rd floors.
- The structure at 2414 will continue to be used for commercial purposes.
- Both buildings are contributing structures to the Park Place Historic district and the applicant has proffered that any modifications will be in accordance with the Virginia Department of Historic Resources or the Norfolk Architectural Review Board.

	Proposed
Hours of Operation	7:00 a.m. until 2:00 a.m., Monday through Friday 8:00 a.m. until 2:00 a.m., Saturday and Sunday
Hours for the Sale of Alcoholic Beverages and Entertainment	10:00 a.m. until 2:00 a.m., seven days a week
Capacity	44 seats indoors 82 seats outdoors 138 total capacity
Entertainment	• 5-member live band • Karaoke • Comedian • Poetry Reading

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

Attachments:

- Staff Report to CPC dated February 25, 2016 with attachments
- Proponents and Opponents
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: February 25, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	**Item Numbers: 4**	
Addresses	**2410-2414 Colonial Avenue; 433-435 W. 25th Street**	
Applicant	**Cristina Angelo**	
Requests	**Rezoning**	**I-2 (Light Industrial) to conditional C-2 (Corridor Commercial)**
	Special Exceptions (2410 Colonial Avenue)	**a. Entertainment Establishment with alcoholic beverages** **b. Mixed Use (residential unit above commercial)**
Property Owner	Southern Bank and Trust Co. c/o Craig Reed	
Site Characteristics	Total Site Area/ Buildings	10,500 sq. ft. 2,466 sq. ft. (2410 Colonial Avenue) 1,516 sq. ft. (2414 Colonial Avenue)
	Future Land Use Map	Commercial
	Zoning	I-2
	Neighborhood	Park Place/Midtown Industrial District
	Character District	Traditional
Surrounding Area	North	I-1 (Limited Industrial): Park Food Store
	East	I-2: Vacant industrial building
	South	C-2: Mixed use (residential above Toast restaurant)
	West	I-2: Goodwill Baptist Church and Buckstaff Public Safety

A. Summary of Request

- The sites are located on the southeast corner of W. 25th Street and Colonial Avenue.
- The applicant is proposing to utilize the existing structures; the building to the south as a restaurant with residential above, and the building to the north for commercial uses.

B. Plan Consistency

The proposed rezoning and special exceptions are consistent with *plaNorfolk2030*, which designates this site as commercial.

C. Zoning Analysis

i. General

- The site consists of two parcels, both of which are zoned industrially.
- Each parcel contains a structure that appears to be residential, but have been used for commercial purposes.
- The applicant is proposing to convert the existing home at 2410 Colonial Avenue to an entertainment establishment with alcoholic beverages on the first floor and one residential unit on the 2nd and 3rd floors.
- The structure at 2414 will continue to be used for commercial purposes.
- To accommodate the proposed uses, the applicant is requesting the following:
  - Both sites be rezoned to C-2 (Corridor Commercial)
  - Special exceptions for an entertainment establishment and mixed use for 2410 Colonial Avenue.

	Proposed
Hours of Operation	7:00 a.m. until 2:00 a.m., Monday through Friday 8:00 a.m. until 2:00 a.m., Saturday and Sunday
Hours for the Sale of Alcoholic Beverages and Entertainment	10:00 a.m. until 2:00 a.m., Seven days a week
Capacity	44 seats indoors 82 seats outdoors 138 total capacity
Entertainment	• 5-member live band • Karaoke • Comedian • Poetry Reading

ii. Parking

- The existing building at 2414 Colonial Avenue is currently being used for commercial purposes.
  - No additional parking would be required.
- The existing building at 2410 Colonial Avenue was also being used for commercial purposes, but the applicant is proposing to convert the first floor to an entertainment establishment with one residential unit on the two floors above.
  - In the Traditional Character District:
    - The proposed entertainment establishment requires one parking space per 175 square feet; seven parking spaces are required for this use.
    - The residential dwelling unit would require one parking space.
  - Eight parking spaces will be provided to the rear of the site.

iii. Flood Zone

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

D. Transportation Impacts

2410 Colonial Avenue

- Institute of Transportation Engineers (ITE) figures estimate that that this proposal will generate 233 new vehicle trips per day.
- Based upon ITE data, the existing industrial zoning on this site would be expected to generate 20 weekday trips while the proposed restaurant and residential mixed use on the site would be expected to generate 253 trips on weekdays.
- The site is near transit service with Hampton Roads Transit bus route 11 (Colonial) operating along Colonial Avenue near the site.

2414 Colonial Avenue

- Institute of Transportation Engineers (ITE) figures estimate that this proposal will generate 239 new vehicle trips per day.
- Based upon ITE data, the existing industrial zoning on this site would be expected to generate 31 weekday trips while the proposed combined restaurant, office and residential uses on the site would be expected to together generate 270 trips on weekdays.
- The site is near transit service with Hampton Roads Transit bus route 11 (Colonial) operating along Colonial Avenue near the site.

E. Historic Analysis

Both structures were built in the early 1900's (1904 and 1910) and are listed as contributing structures in the Park Place State and National Registry.

F. Public School Impacts

The site is located in the James Monroe Elementary School, Blair Middle School and Maury High School Districts.

G. Impact on the Environment

The parking lot located to the rear of the site will be required to be approved through the Site Plan Review process including stormwater management and landscaping.

H. Impact on Surrounding Area/Site

- Both properties have been used for commercial properties for some time.
- The adaptive reuse of these buildings for commercial uses is appropriate for this portion of Colonial Avenue.

I. Payment of Taxes

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

J. Civic League

- Notice was sent to the Park Place Civic League on December 16.
- A letter supporting the commercial uses and entertainment establishment was received from the Park Place Civic League.

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 both the rezoning and the special exception requests subject to all of the following conditions:

Entertainment Establishment – Conditions

(a) The hours of operation for the establishment shall be limited to 7:00 a.m. to 2:00 a.m., Monday through Friday and from 8:00 a.m. until 2:00 a.m., Saturday and Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours of operation for the sale of alcoholic beverages, and for entertainment shall be limited to 10:00 a.m. until 2:00 a.m., seven days a week.

(c) The seating for the establishment shall not be less than 38 seats indoors, shall not be more than 82 seats outdoors, and the total occupant capacity,

including employees, shall not exceed 138 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.

(d) 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.

(e) No smoking shall be permitted anywhere in the outdoor dining areas.

(f) 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.

(g) Entertainment shall be limited to live bands having no more than 5 members, karaoke, comedians and poetry readings. No other form of entertainment is permitted.

(h) There shall be no dancing and no dance floor provided.

(i) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B."

(j) 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.

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

(l) 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.

(m) 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.

(n) The proposed trashcan receptacles shall be screened by a trash enclosure to meet the following standards:

a. The trash enclosure shall not be located within any required front yard or corner side yard.
b. The trash enclosure shall be installed where indicated on the site plan marked as "Exhibit C" and attached hereto and shall include a six (6) foot solid wood fence with a locking gate and a concrete walkway, as shown in "Exhibit C".

(o) 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.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) No patrons or guests shall be charged a cover charge or fee for entry to the establishment.

(x) 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.

(y) 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 104 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.

(z) 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.

Mixed Use – Conditions

(a) Not more than one residential dwelling units shall be located on the property.

(b) The site shall be redeveloped to provide no fewer than eight new parking spaces on the site, in accordance with the proposed conceptual site plan prepared by *Robyn Thomas Architecture*, dated 12/14 2015, attached hereto and marked as Exhibit A.

Attachments

Location Map
Future Land Use Map
Zoning Map
1000' radii map of similar alcoholic beverage establishments and public schools
Applications
Notice to the Park Place Civic League

Proponents and Opponents

Proponents

Cristina Angelo
545 Warren Street, #7
Norfolk, VA 23507

Opponents

None

02/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 2410 TO 2414 COLONIAL AVENUE AND 433 TO 435 WEST 25TH STREET FROM I-2 (LIGHT INDUSTRIAL) DISTRICT TO CONDITIONAL C-2 (CORRIDOR COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the properties located at 2410 to 2414 Colonial Avenue and 433 to 435 West 25th Street are hereby rezoned from I-2 (Light Industrial) District to conditional C-2 (Corridor Commercial) District. The properties which are the subject of this rezoning are more fully described as follows:

Properties fronting 105 feet, more or less, along the eastern line of Colonial Avenue and 100 feet, more or less, along the southern line of West 25th Street; premises numbered 2410 to 2414 Colonial Avenue and 433 to 435 West 25th Street.

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

(a) Any modifications to the exterior of the buildings can only be done in accordance with the Virginia Department of Historic Resources or the Norfolk Architectural Review Board based on the City of Norfolk Historic Design Guidelines.

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.

02/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT MIXED USES ON PROPERTY LOCATED AT 2410 COLONIAL AVENUE AND 433 TO 435 WEST 25TH STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the construction of a mixed use building on property located at 2410 Colonial Avenue. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 53 feet, more or less, along the eastern line of Colonial Avenue beginning 53 feet, more or less, from the southern line of West 25th Street and extending southwardly; property also fronts 25 feet, more or less, along the southern line of West 25th Street beginning 75 feet, more or less, from the eastern line of Colonial Avenue and extending eastwardly; premises numbered 2410 Colonial Avenue and 433 to 435 West 25th Street.

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

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

(b) No rooming house shall be operated anywhere on the property.

(c) The site shall be redeveloped to provide no fewer than eight (8) new parking spaces on the site, in accordance with the proposed conceptual site plan prepared by Robyn Thomas Architecture, dated December 14, 2015, attached hereto and marked as "Exhibit A."

Section 3:- That the City Council hereby determines that the

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

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

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

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

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

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

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

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

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

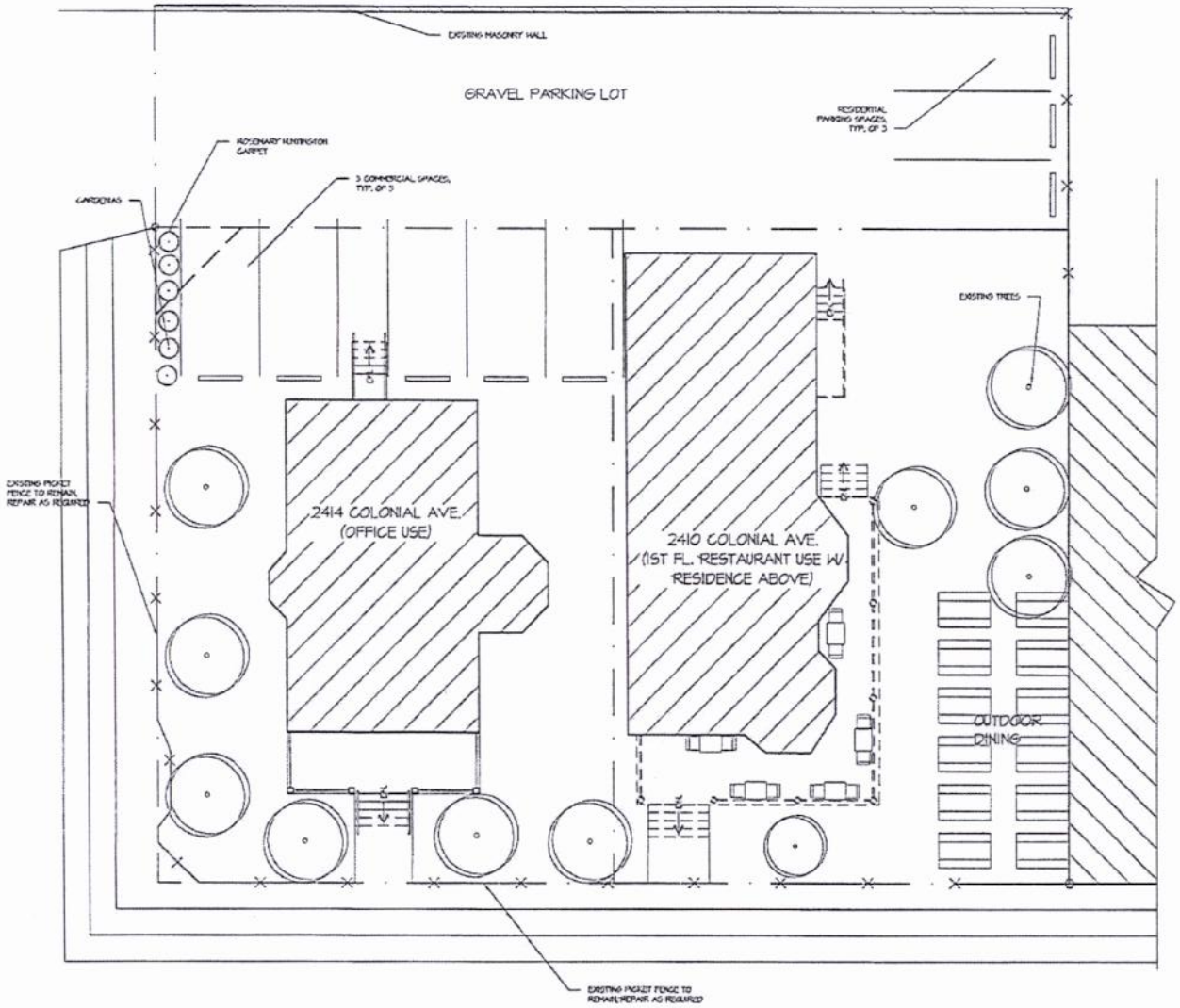
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

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

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

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

ATTACHMENT:
Exhibit A (1 page)



2410/2414 COLONIAL AVE. SITE PLAN

SCALE: 1" = 20'-0"

COMMONWEALTH OF VIRGINIA
12/14/2015
ROBYN J. THOMAS
No. 7487
ARCHITECT

Exhibit A

02/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN ENTERTAINMENT ESTABLISHMENT WITH ALCOHOLIC BEVERAGES KNOWN AS "MEA CULPA" ON PROPERTY LOCATED AT 2410 COLONIAL AVENUE AND 433 TO 435 WEST 25th STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to Waffletina, LLC authorizing the operation of an entertainment establishment with alcoholic beverages named "Mea Culpa" on property located at 2410 Colonial Avenue and 433 to 435 West 25th Street. The properties which are the subject of this Special Exception are more fully described as follows:

Properties fronting 53 feet, more or less, along the eastern line of Colonial Avenue beginning 53 feet, more or less, from the southern line of West 25th Street and extending southwardly; properties also front 25 feet, more or less, along the southern line of West 25th Street beginning 75 feet, more or less, from the eastern line of Colonial Avenue and extending eastwardly; premises numbered 2410 Colonial Avenue and 433 to 435 West 25th Street.

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

(a) The hours of operation for the establishment shall be limited to 7:00 a.m. until 2:00 a.m. the following morning Monday through Friday and 8:00 a.m. until 2:00 a.m. the following morning on Saturday and Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours for the sale of alcoholic beverages and for entertainment shall be limited to 10:00 a.m.

until 2:00 a.m. the following morning, seven days per week.

(c) The seating for the establishment shall not exceed 51 seats indoors, 82 seats outdoors, and the total occupant capacity, including employees, shall not exceed 141 people.

(d) The layout of the establishment shall adhere to the specifications of the floor plans attached hereto and marked as "Exhibit B."

(e) No smoking shall be permitted anywhere in the outdoor dining area.

(f) No portion of the outdoor dining area shall be enclosed and any covering must leave the dining space with open ventilation on at least three sides.

(g) 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.

(h) Entertainment shall be limited to live bands having no more than five (5) members, karaoke, comedian, poetry reading, and speakers. No other form of entertainment is permitted.

(i) There shall be no dancing and no dance floor provided.

(j) 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.

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

(l) 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.

(m) 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.

(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 106 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 (6 pages)
Exhibit B (4 pages)

EXHIBIT "A"
Description of Operations
Entertainment Establishment
(Please Print)

Date 12/14/2015

Trade name of business Mea Culpa

Address of business 2410 Colonial Ave Norfolk, VA 23517, Ste. A

Name(s) of business owner(s)* Waffletina, LLC Cristina Angelo

Name(s) of property owner(s)* Southern Bank + Trust Co. c/o Craig Reed

Name(s) of business manager(s)/operator(s) Cristina Angelo and Kris Harvey

Daytime telephone number (757) 805-1727

* If business or property owner is an LLC or Corporation, all principals must be listed
* If business or property owner is a partnership, all partners must be listed

1. Proposed Hours of Operation:

Facility			Alcoholic Beverage Sales and Entertainment		
Weekday	From 7AM	To 2AM	Weekday	From 10AM	To 2AM
Friday	From 7AM	To 2AM	Friday	From 10AM	To 2AM
Saturday	From 8AM	To 2AM	Saturday	From 10AM	To 2AM
Sunday	From 8AM	To 2AM	Sunday	From 10AM	To 2AM

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 PLANNING & COMMUNITY DEVELOPMENT
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised May 2013)

Exhibit A – Page 2
Entertainment Establishment

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:
Assorted board games

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: birthday parties, celebrations, etc.

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

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

Exhibit A – Page 3
Entertainment Establishment

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

– Floor Plan(s) Worksheet
tainment Establishment

LAYOUT 1 (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) 44
   Number of bar seats 7
   Standing room 0

   b. **Outdoor**
   Number of seats 82

   c. **Number of employees** 5
   BAND 0

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 138

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 _____
   Square footage of dance floor _____

- 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

– Floor Plan(s) Worksheet LAYOUT 2 (BAND INSIDE)
...tainment Establishment

- 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) 38
   Number of bar seats 7
   Standing room 0

   b. **Outdoor**
   Number of seats 82

   c. **Number of employees** 5
   BAND 5

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 137

2. Entertainment
   List ANY type of entertainment proposed other than a 3 member live band, karaoke, comedian, or poetry reading.

   5 MEMBER LIVE BAND, SPEAKER

3. Will a dance floor be provided?
   ☐ Yes ☒ No

   3a. If yes,
   Square footage of establishment _____
   Square footage of dance floor _____

- 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

– Floor Plan(s) Worksheet LAYOUT 3 (BAND OUTSIDE)
ainment Establishment

- 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) 44
   Number of bar seats 7
   Standing room 0

   b. **Outdoor**
   Number of seats 80

   c. **Number of employees** 5
   BAND 5

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 141

2. Entertainment
   List ANY type of entertainment proposed other than a 3 member live band, karaoke, comedian, or poetry reading

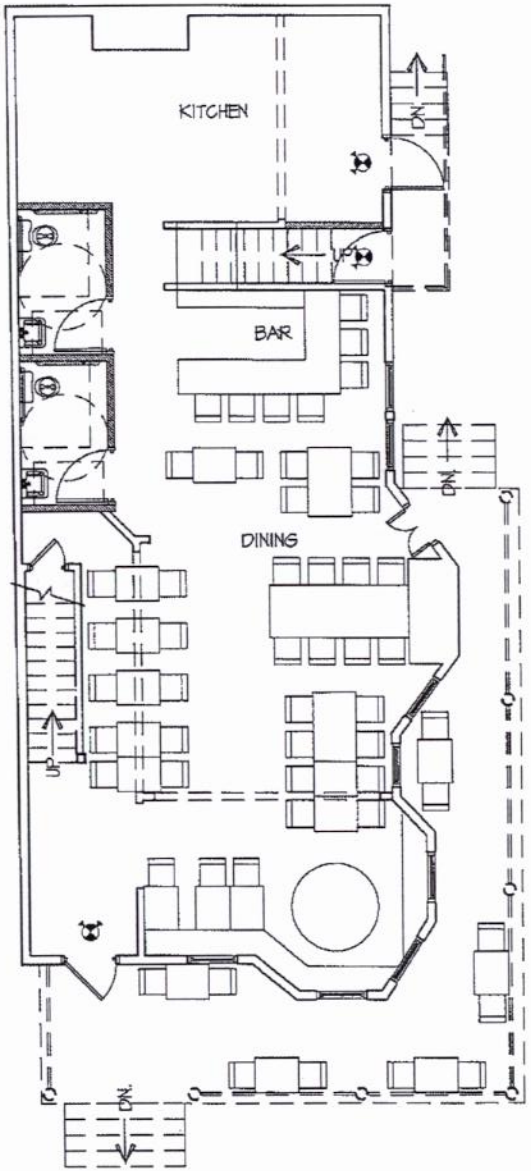
   5 MEMBER LIVE BAND, SPEAKER

3. Will a dance floor be provided?
   ☐ Yes ☒ No

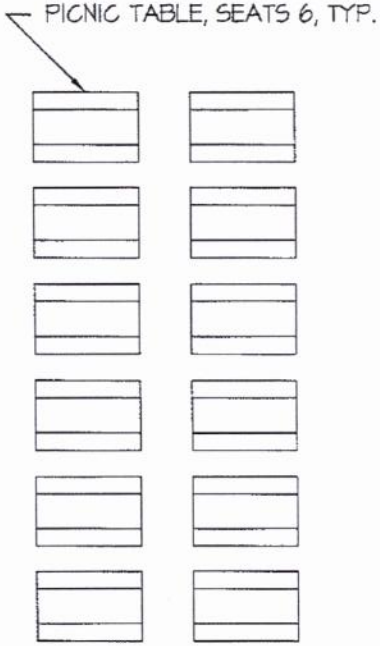
   3a. If yes,
   Square footage of establishment _____
   Square footage of dance floor _____

- 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



NOTE: SEE SITE PLAN



CODE COMPLIANCE
CONSTRUCTION TYPE: 5b USE GROUP: SEPARATED MIXED USE B- BUSINESS USE 1ST FLOOR (PROPOSED) R-3 RESIDENTIAL USE 2ND/3RD FLOOR (EXISTING USE) ALLOWABLE HEIGHTS AND AREAS (PER IBC 2012 TABLE 503) FIRST FL: B - BUSINESS 2 STORIES / 9,000 SF SECOND & THIRD FLOORS: R-3 - RESIDENTIAL (EXISTING USE) 3 STORIES / UL ACTUAL HEIGHTS AND AREAS FIRST FL: B - BUSINESS 1 STORY / 1100 SF SECOND FLOOR: R-3 - RESIDENTIAL (EXISTING USE) 1 STORY / 1182 SF THIRD FLOOR: R-3 - RESIDENTIAL (EXISTING USE) 1 STORY / 594 SF

OCCUPANCY CALCULATIONS	
INDOOR SEATING	44
INDOOR BAR SEATING	7
OUTDOOR SEATING	82
BAND	0
STAFF	5
TOTAL	138

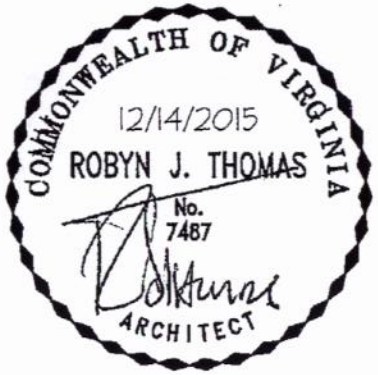
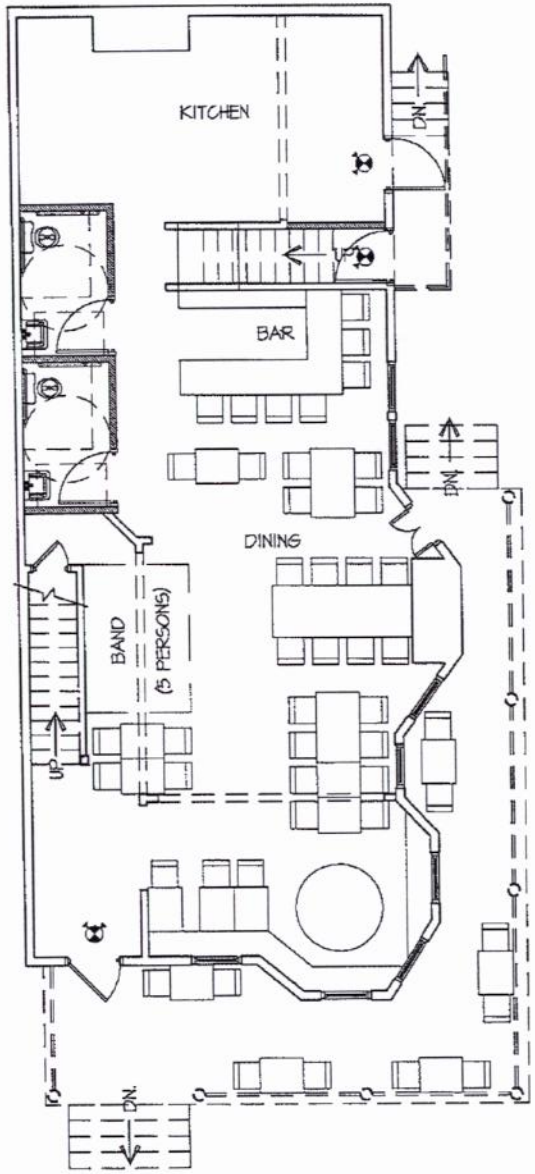


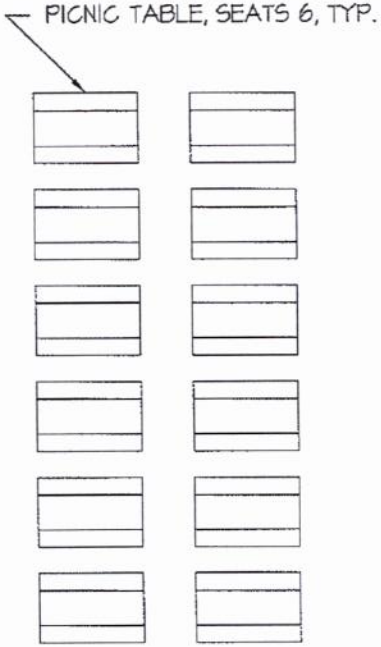
Exhibit B

1 2410 COLONIAL AVE. FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

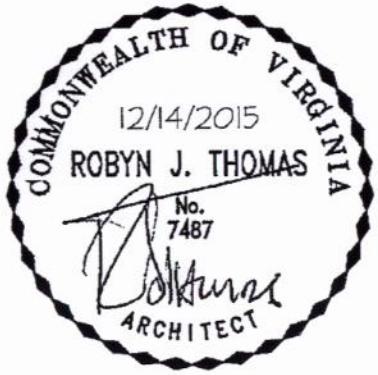


NOTE: SEE SITE PLAN



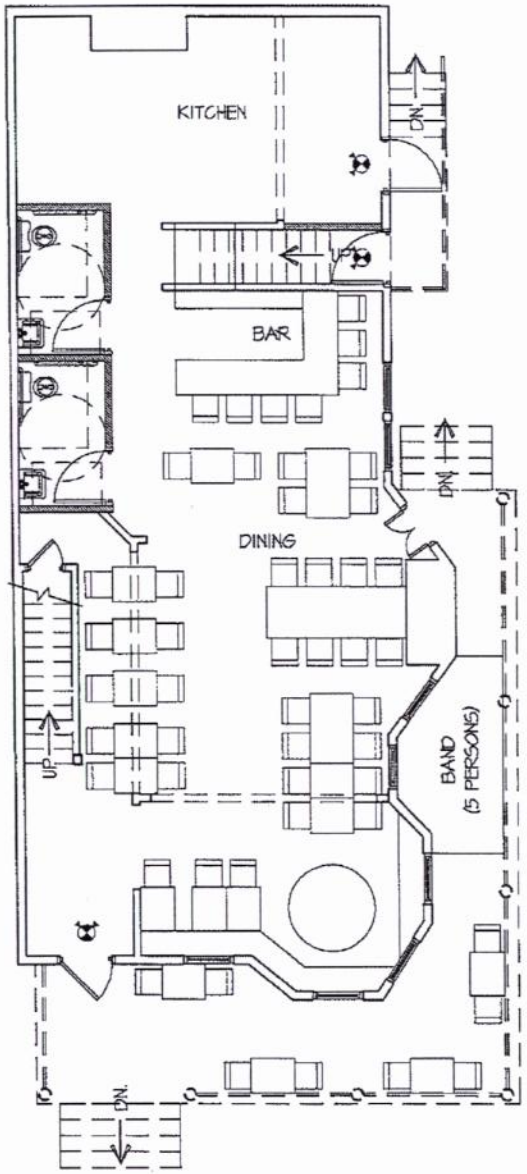
CODE COMPLIANCE
CONSTRUCTION TYPE: 5b USE GROUP: SEPARATED MIXED USE B- BUSINESS USE 1ST FLOOR (PROPOSED) R-3 RESIDENTIAL USE 2ND/3RD FLOOR (EXISTING USE) ALLOWABLE HEIGHTS AND AREAS (PER IBC 2012 TABLE 503) FIRST FL: B - BUSINESS 2 STORIES / 9,000 SF SECOND & THIRD FLOORS: R-3 - RESIDENTIAL (EXISTING USE) 3 STORIES / UL ACTUAL HEIGHTS AND AREAS FIRST FL: B - BUSINESS 1 STORY / 1100 SF SECOND FLOOR: R-3 - RESIDENTIAL (EXISTING USE) 1 STORY / 1182 SF THIRD FLOOR: R-3 - RESIDENTIAL (EXISTING USE) 1 STORY / 594 SF

OCCUPANCY CALCULATIONS	
INDOOR SEATING	38
INDOOR BAR SEATING	7
OUTDOOR SEATING	82
BAND	5
STAFF	5
TOTAL	137



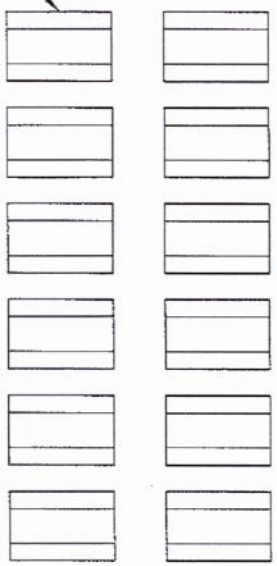
2 2410 COLONIAL AVE. FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"



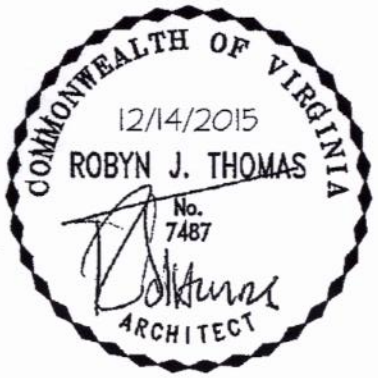
NOTE: SEE SITE PLAN

PICNIC TABLE, SEATS 6, TYP.



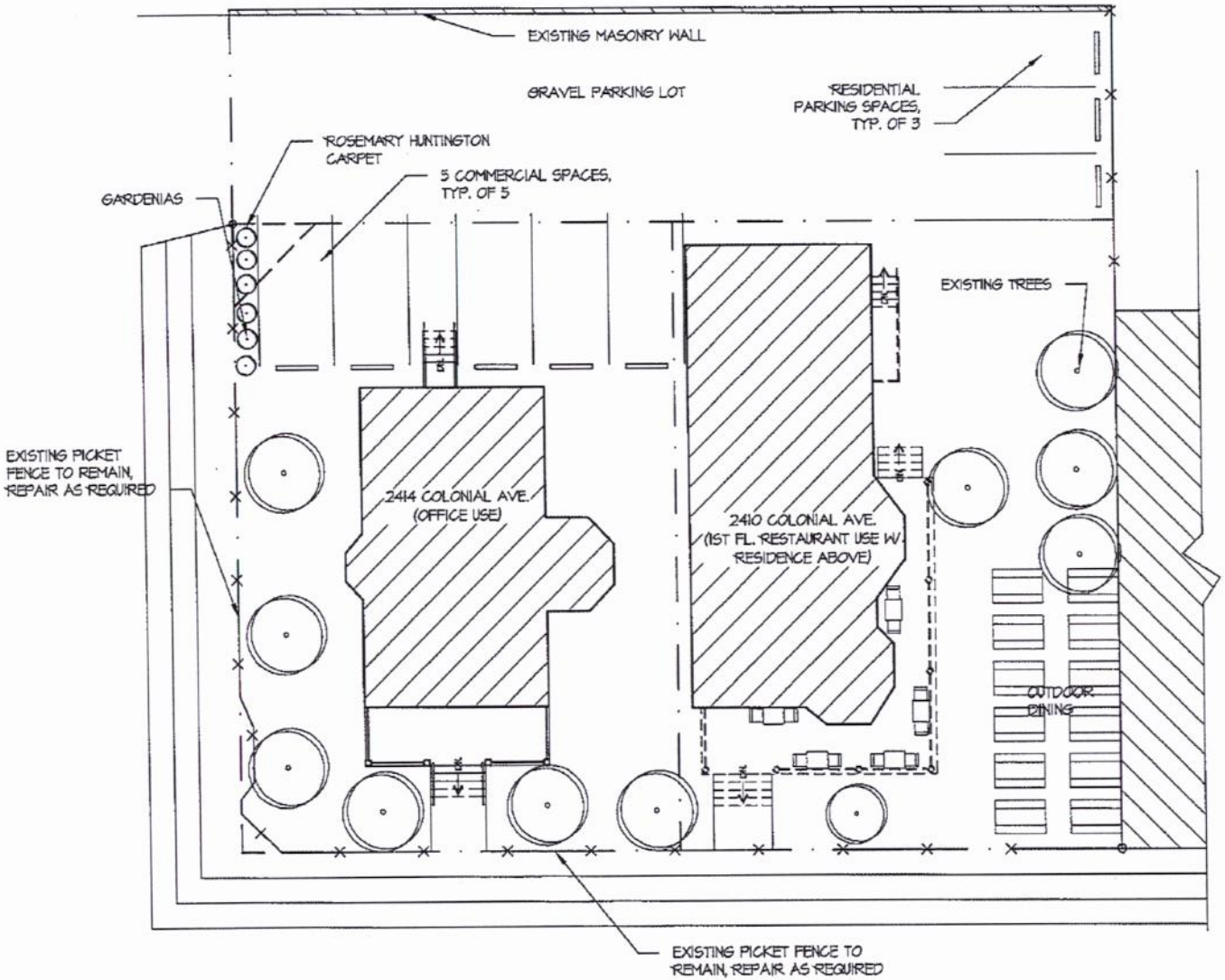
CODE COMPLIANCE
CONSTRUCTION TYPE: 5b USE GROUP: SEPARATED MIXED USE B- BUSINESS USE 1ST FLOOR (PROPOSED) R-3 RESIDENTIAL USE 2ND/3RD FLOOR (EXISTING USE) ALLOWABLE HEIGHTS AND AREAS (PER IBC 2012 TABLE 503) FIRST FL: B - BUSINESS 2 STORIES / 9,000 SF SECOND & THIRD FLOORS: R-3 - RESIDENTIAL (EXISTING USE) 3 STORIES / UL ACTUAL HEIGHTS AND AREAS FIRST FL: B - BUSINESS 1 STORY / 1100 SF SECOND FLOOR: R-3 - RESIDENTIAL (EXISTING USE) 1 STORY / 1182 SF THIRD FLOOR: R-3 - RESIDENTIAL (EXISTING USE) 1 STORY / 594 SF

OCCUPANCY CALCULATIONS	
INDOOR SEATING	44
INDOOR BAR SEATING	7
OUTDOOR SEATING	80
BAND	5
STAFF	5
TOTAL	141



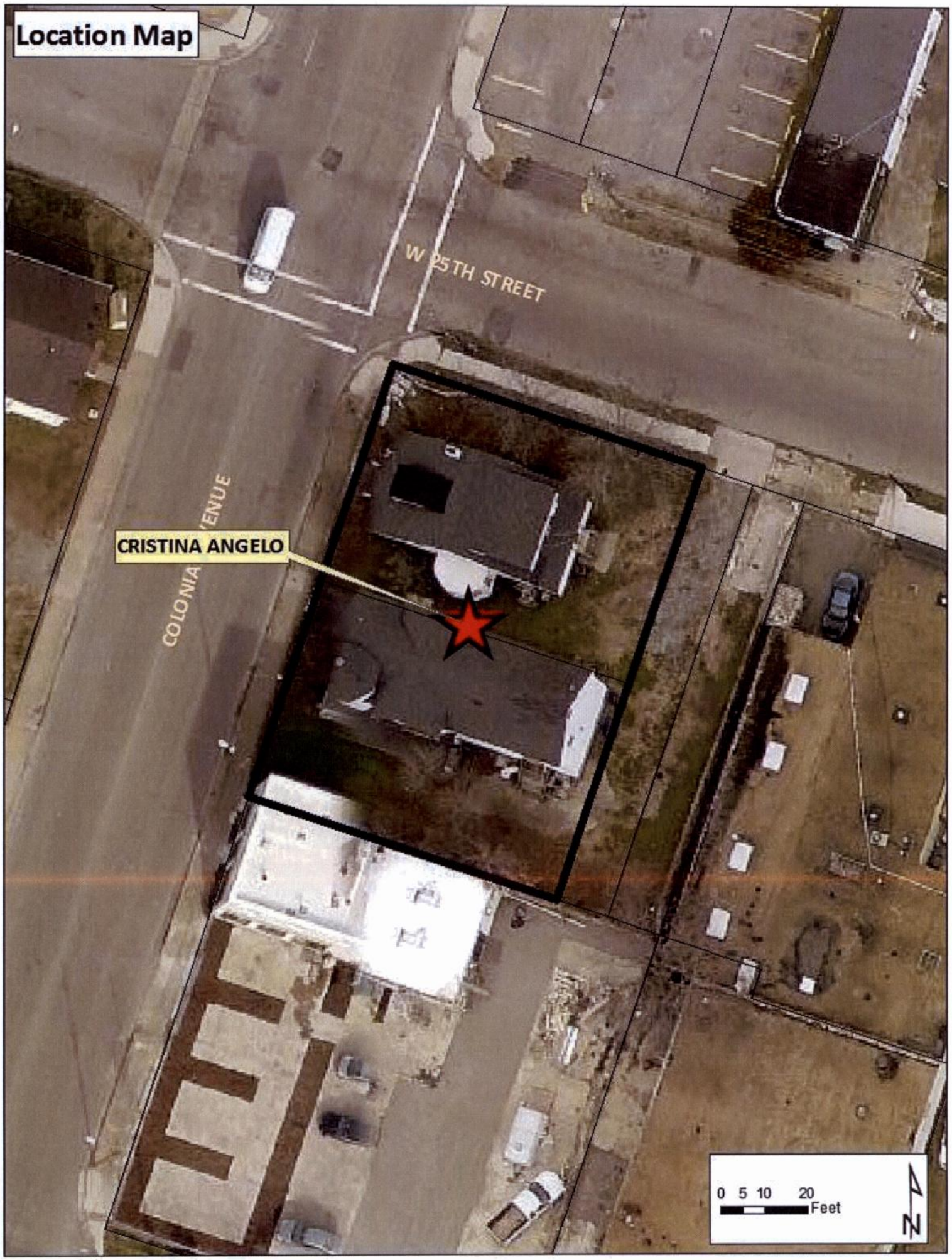
3 2410 COLONIAL AVE. FIRST FLOOR PLAN

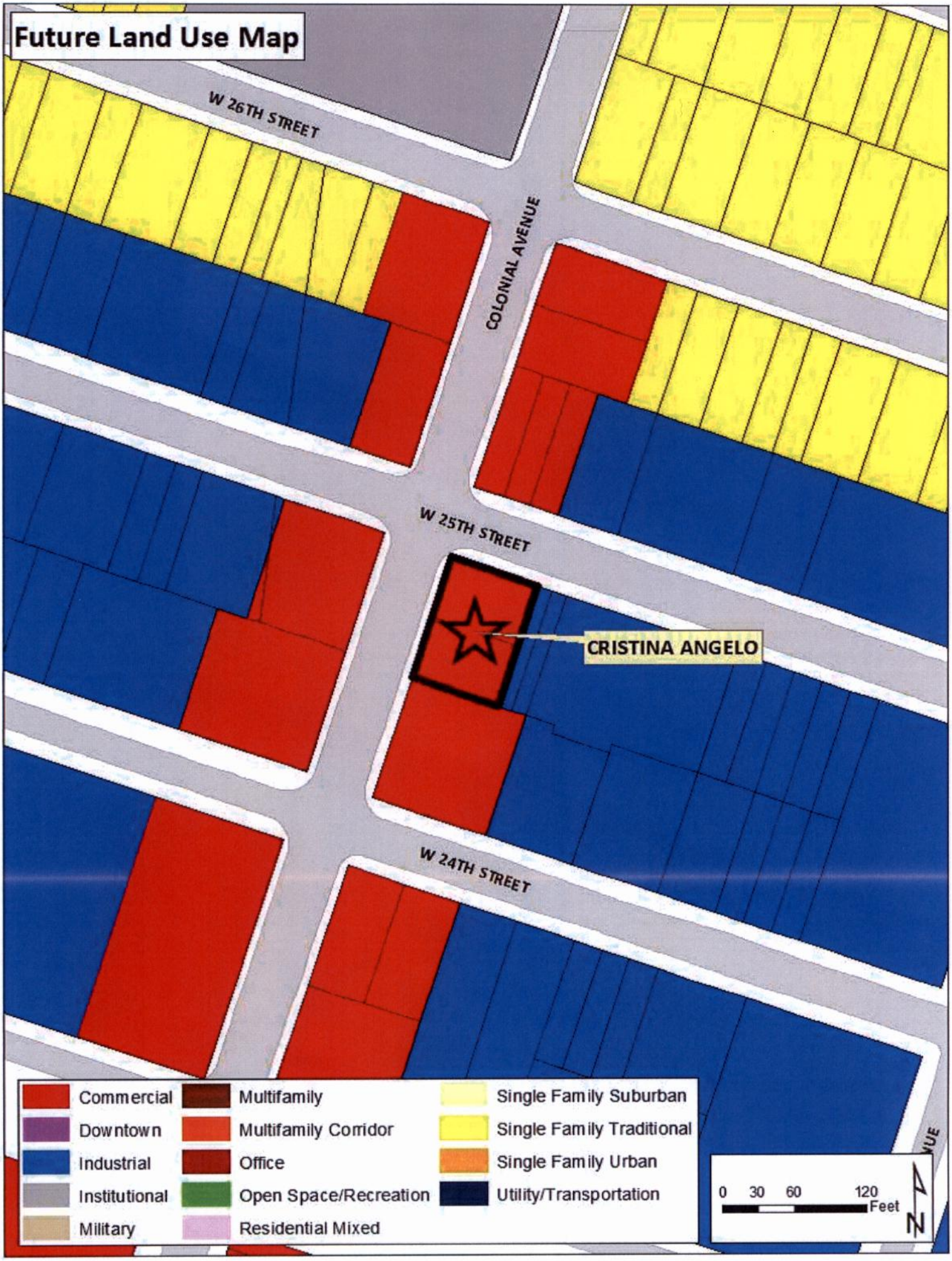
SCALE: 3/32" = 1'-0"



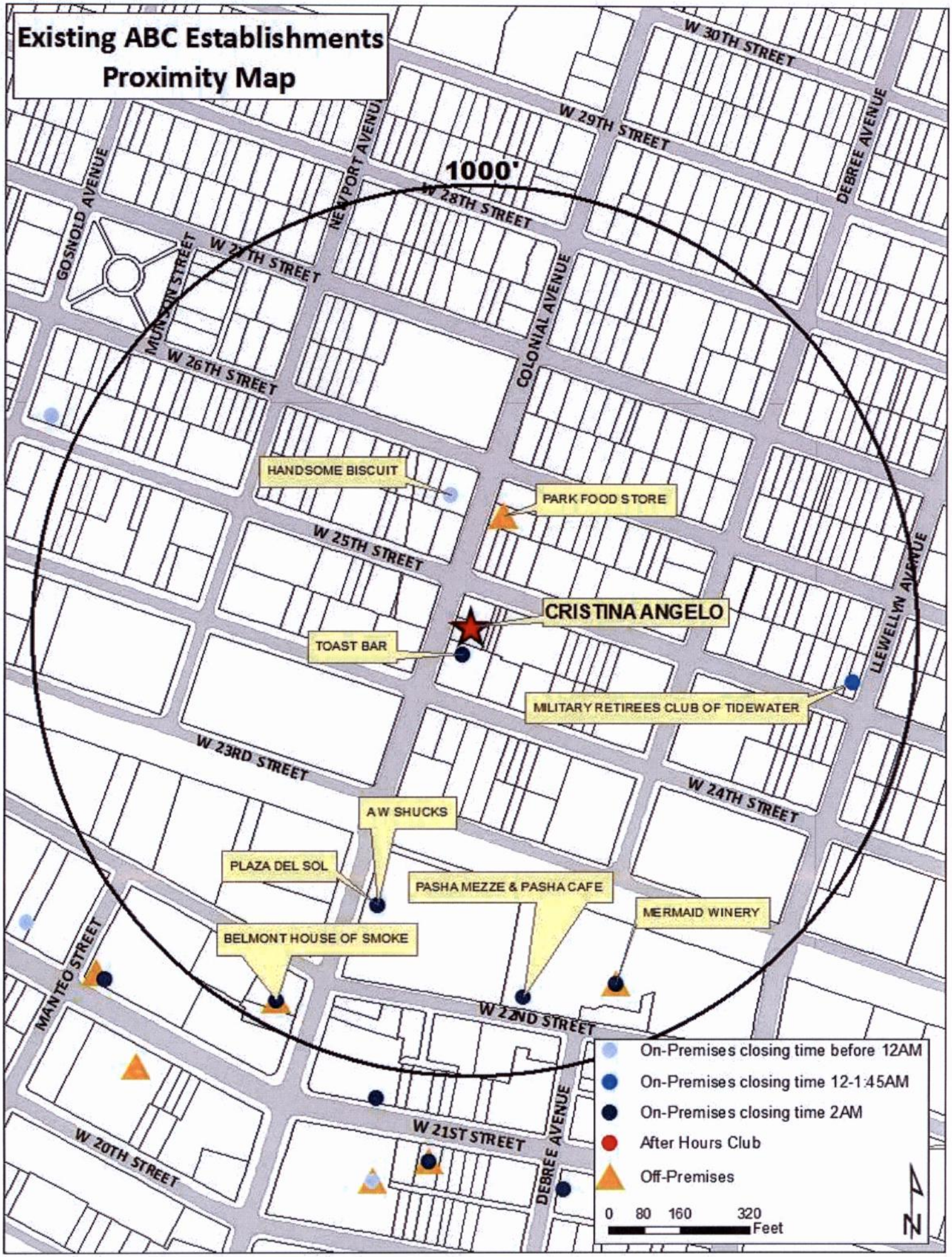
4 2410/2414 COLONIAL AVE. SITE PLAN

SCALE: 1" = 20'-0"


Location Map
W 25TH STREET
COLONIA AVENUE
CRISTINA ANGELO
0 5 10 20
Feet
N


Future Land Use Map
W 26TH STREET
COLONIAL AVENUE
W 25TH STREET
CRISTINA ANGELO
W 24TH STREET
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
0 30 60 120
Feet
N

Zoning Map
IN-1
W 26TH STREET
R-11
R-11
C-2
I-1
COLONIAL AVENUE
R-11
R-11
I-1
W 25TH STREET
I-2
CRISTINA ANGELO
C-2
I-2
W 24TH STREET
I-2
C-2
I-2
W 23RD STREET
C-2
C-2
0 30 60 120
Feet
N


Existing ABC Establishments
Proximity Map
1000'
W 30TH STREET
W 29TH STREET
W 28TH STREET
W 27TH STREET
W 26TH STREET
W 25TH STREET
W 23RD STREET
W 24TH STREET
W 22ND STREET
W 21ST STREET
W 20TH STREET
GOSNOLD AVENUE
NEWPORT AVENUE
MUNSON STREET
COLONIAL AVENUE
DEBREE AVENUE
LLEWELLYN AVENUE
MANTEO STREET
HANDSOME BISCUIT
PARK FOOD STORE
CRISTINA ANGELO
TOAST BAR
MILITARY RETIREES CLUB OF TIDEWATER
A W SHUCKS
PLAZA DEL SOL
PASHA MEZZE & PASHA CAFE
MERMAID WINERY
BELMONT HOUSE OF SMOKE
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
CONDITIONAL CHANGE OF ZONING

Date of application: 12/14/15

Conditional Change of Zoning

From: I-2 **Zoning** **To: Conditional** C-2 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 2410 and 2414 (Street Name) Colonial Ave.
Norfolk, VA 23517

Existing Use of Property: vacant

Current Building Square Footage 2817 and 1500 sqft.

Proposed Use commercial lease, residential lease and restaurant

~~Proposed Building Square Footage~~

Trade Name of Business (If applicable) Philomena, 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) Angelo (First) Cristina (MI) T

Mailing address of applicant (Street/P.O. Box): 545 Warren Crescent #7

(City) Norfolk (State) VA (Zip Code) 23507

Daytime telephone number of applicant (757) 805-1727 Fax ( )

E-mail address of applicant: cristina.angelo1984@gmail.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) _____ (First) _____ (MI) ____

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

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of applicant ( ) _____ Fax ( ) _____

E-mail address of applicant: _____

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

Southern Bank and Trust Co.
3. Name of property owner: (Last) Reed (First) Craig (MI) ____

Mailing address of property owner (Street/P.O. box): 3720 Virginia Beach Blvd.

(City) Virginia Beach (State) VA (Zip Code) 23452

Daytime telephone number of owner (757) 446-9430 email: craig.reed@southernbank.com

CIVIC LEAGUE INFORMATION

Civic League contact: Park Place Civic League Frank Kristen

Date(s) contacted: 354-1669

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS

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

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

Print name: Craig Reed (Property Owner) **Sign:** [signature] 12/14/2015 (Date)

Print name: Cristina Angelo (Applicant) **Sign:** [signature] DEC 14 / 2015 (Date)

ONLY NEEDED IF APPLICABLE:

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

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

PROFERRED CONDITIONS

1) Any Modifications to the exterior of the building will be in accordance with the Department of Historic Resources or the Norfolk Architectural Review Board based on the City of Norfolk Historic Design Guidelines

2)

3)

4)

5)

6)

Print name: Cristina Angelo Sign: Cristina Angelo 12/25/16
(Applicant) (Date)

Print name: Cristina Angelo Sign: C. Angelo 12/25/16
(Property Owner or Authorized Agent of Signature) (Date)

APPLICATION
ADULT USE SPECIAL EXCEPTION
ENTERTAINMENT ESTABLISHMENT
(Please Print)

Date 12/14/15

DESCRIPTION OF PROPERTY

Address 2410 Colonial Ave, Norfolk, VA 23517, Ste. A

Existing Use of Property vacant

Proposed Use Restaurant

Current Building Square Footage 1100 sqft

Proposed Building Square Footage 1100 sqft

Trade Name of Business (If applicable) Mea Culpa

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

1. Name of applicant: (Last) Angelo (First) Cristina (MI) T

Mailing address of applicant (Street/P.O. Box): 545 Warren Crescent #7

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

Daytime telephone number of applicant (757) 805-1727 Fax ( )

E-mail address of applicant: cristina.angelo1984@gmail.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) _____ (First) _____ (MI) _____

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

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of applicant ( ) _____ Fax ( ) _____

E-mail address of applicant: _____

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) Southern Bank and Trust Co. (First) Craig (MI) _____

Mailing address of property owner (Street/P.O. box): 3720 Virginia Beach Blvd.

(City) Virginia Beach (State) VA (Zip Code) 23452

Daytime telephone number of owner (757) 446-9450 email: craig.reed@southernbank.com

CIVIC LEAGUE INFORMATION

Civic League contact: Park Place Civic League Frank Kristen

Date(s) contacted: 354-1669

Ward/Super Ward information: _____

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: Craig Reed **Sign:** _____ / 12-14 / 2015
(Property Owner or Authorized Agent of Signature) (Date)

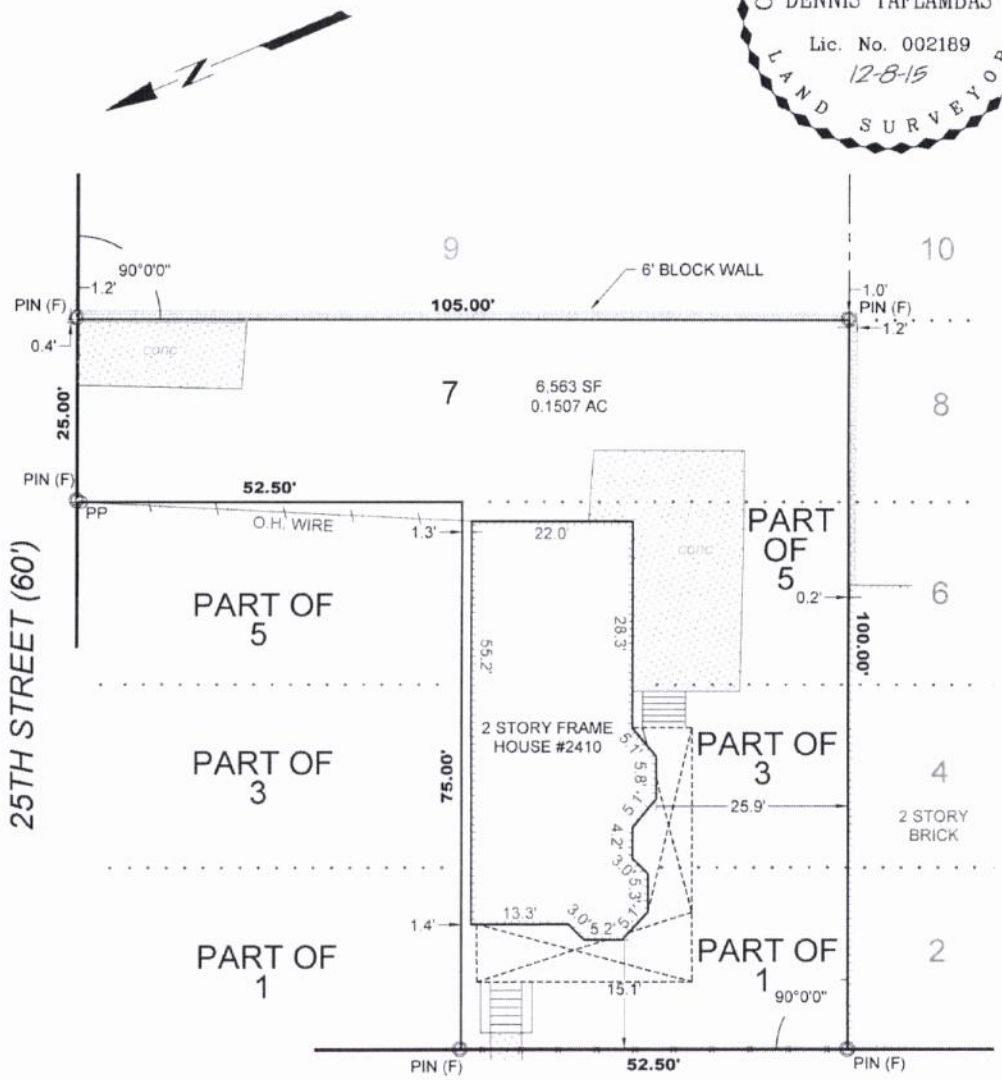
Print name: Cristina Angelo **Sign:** _____ / Dec 14 / 2015
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

1. THIS IS TO CERTIFY THAT I, ON DECEMEBR 8, 2015, SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT UNLESS OTHERWISE NOTED.
2. THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE(S) X AS SHOWN ON THE N.F.I.P. MAP FOR THE CITY OF NORFOLK, MAP/PANEL 510104-0130G, DATED SEPTEMBER 2, 2009. BASE FLOOD ELEVATION: N/A FINISHED FLOOR ELEVATION: N/A

COMMONWEALTH OF VIRGINIA
DENNIS TAFLAMBAS
Lic. No. 002189
12-8-15
LAND SURVEYOR



COLONIAL AVENUE (60')

DKT Associates
LAND SURVEYORS

1100 GRANBY STREET
SUITE 100
NORFOLK, VIRGINIA 23510
(757) 588-5888 FAX: (757) 588-5880

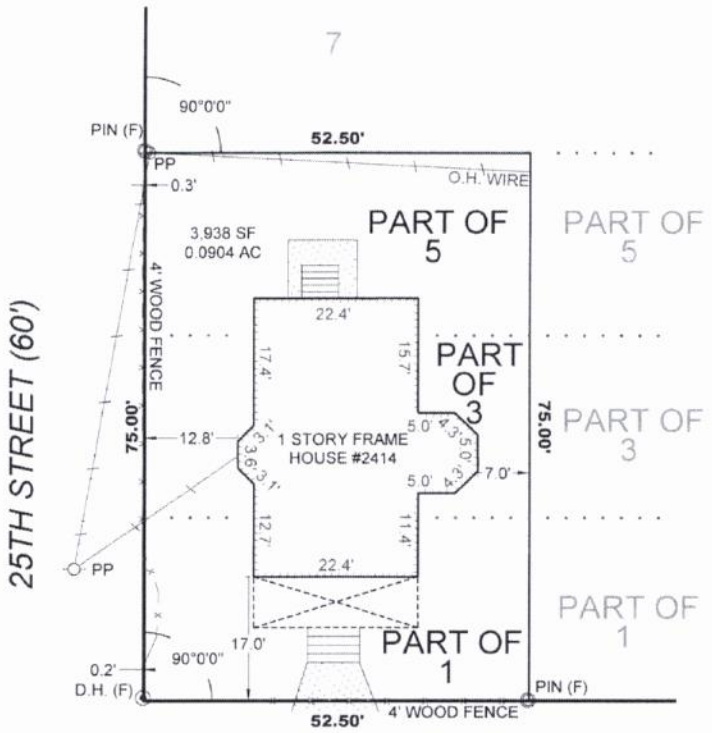
PHYSICAL SURVEY OF
LOT 7 AND PARTS OF LOTS 1, 3, AND 5 BLOCK 55 OF PARK PLACE
NORFOLK, VIRGINIA M.B.1 P.8A & 8B

FOR: **CRISTINA ANGELO**

DRAWN	KR	SCALE	1" = 20'
CHECK	DT	JOB	10959
DATE	12-8-15	REVISED	-
FIELD BOOK	161-25	SHEET	1 OF 1

1. THIS IS TO CERTIFY THAT I, ON DECEMEBR 8, 2015, SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT UNLESS OTHERWISE NOTED.
2. THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE(S) X AS SHOWN ON THE N.F.I.P. MAP FOR THE CITY OF NORFOLK, MAP/PANEL 510104-0130G, DATED SEPTEMBER 2, 2009. BASE FLOOD ELEVATION: N/A FINISHED FLOOR ELEVATION: N/A

COMMONWEALTH OF VIRGINIA
DENNIS TAFLAMBAS
Lic. No. 002189
12-8-15
LAND SURVEYOR



COLONIAL AVENUE (60')

DKT Associates
LAND SURVEYORS

1100 GRANBY STREET
SUITE 100
NORFOLK, VIRGINIA 23510
(757) 588-5888 FAX: (757) 588-5880

PHYSICAL SURVEY OF
PARTS OF
LOTS 1, 3, AND 5
BLOCK 55 OF
PARK PLACE
NORFOLK, VIRGINIA M.B.1 P.8A

FOR: **CRISTINA ANGELO**

DRAWN	KR	SCALE	1" = 20'
CHECK	DT	JOB	10960
DATE	12-8-15	REVISED	-
FIELD BOOK	161-25	SHEET	1 OF 1

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Mixed Use

Date of application: 12/14/15

DESCRIPTION OF PROPERTY

Property location: (Street Number) 2410 (Street Name) Colonial Ave, Ste. B

Existing Use of Property Vacant

Current Building Square Footage 2877 sq. ft

Proposed Use restaurant on first floor and two-story residential rental on second and third floors

~~Proposed Square Footage~~

Proposed Hours of Operation:

Weekday	From	To
Friday	From	To
Saturday	From	To
Sunday	From	To

Trade Name of Business (If applicable)

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

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

1. Name of applicant: (Last) Philomena, LLC Angelo (First) Cristina (MI) T

Mailing address of applicant (Street/P.O. Box): 545 Warren Crescent

(City) Norfolk (State) VA (Zip Code) 23507

Daytime telephone number of applicant (757) 805-1727 Fax ( )

E-mail address of applicant: cristina.angelo1984@gmail.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) _____ (First) _____ (MI) ____

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

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of applicant ( ) _____ Fax ( ) _____

E-mail address of applicant: _____

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) Southern Bank and Trust Co. Reed (First) Craig (MI) ____

Mailing address of property owner (Street/P.O. box): 3720 Virginia Beach Blvd

(City) Virginia Beach (State) VA (Zip Code) 23452

Daytime telephone number of owner (757) 446-9430 email: craig.reed@southernbank.com

CIVIC LEAGUE INFORMATION

Civic League contact: Park Place Civic League Frank Kinston

Date(s) contacted: 354-1669

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS:

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

CERTIFICATION:

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

Print name: Craig Reed (Property Owner) **Sign:** _____ / 12-14 / 2015 (Date)

Print name: Cristina Angelo (Applicant) **Sign:** C.A. / 12/14/2015 (Date)

ONLY NEEDED IF APPLICABLE:

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

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, December 16, 2015 11:09 AM
To: fjkriston@gmail.com
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise
Subject: new Planning Commission application - 2410-2414 Colonial Avenue
Attachments: philomena_rezoning.pdf

Mr. Kriston,

Attached please find the application for a change of zoning from I-2 (Light Industrial) district to conditional C-2 (Corridor Commercial) district at 2410-2414 Colonial Avenue.

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

Should you have any questions, please e-mail or call *Susan Pollock Hart at (757) 664-4765, susan.pollock@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

Simons, Matthew

From:	Straley, Matthew
Sent:	Wednesday, December 16, 2015 11:09 AM
To:	fjkriston@gmail.com
Cc:	Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Pollock, Susan
Subject:	new Planning Commission applications - 2410 Colonial Avenue
Attachments:	mea culpa_entertainment.pdf; mea culpa_mixed uses.pdf

Mr. Kriston,

Attached please find the following applications at 2410 Colonial Avenue:

a. Special exception to operate an entertainment establishment with alcoholic beverages.
b. Special exception for mixed uses.

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

Should you have any questions, please e-mail or call *Susan Pollock Hart at (757) 664-4765, susan.pollock@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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: Change of zoning from R-8 (Single-Family) district to conditional C-1 (Limited Commercial) district and an Entertainment Establishment Special Exception at 2729 Bowdens Ferry Road – Andalousi

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

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: PH-5

I. **Staff Recommendation: Approval.**

II. **Commission Action:** By a vote of **5 to 1**, the Planning Commission recommends **Approval** of the requests.

III. **Request:** Change of zoning to Limited Commercial and an Entertainment Establishment Special Exception.

IV. **Applicant: Andalousi**

V. **Description:**

i. General

- The site is currently developed as a religious institution, however, it has been vacant for some time.
- Applicant is proposed an adaptive reuse of the existing church to a banquet facility.

	Proposed
Hours of Operation	9:00 a.m. until 12:00 midnight, seven days a week
Hours for the Sale of Alcoholic Beverages and Entertainment	11:00 a.m. until 12:00 midnight, seven days a week
Capacity	232 seats indoors 0 seats outdoors 240 total capacity
Entertainment	Disc Jockey 6 member live band

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

Attachments:

- Staff Report to CPC dated February 25, 2016 with attachments
- Proponents and Opponents
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: February 25, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart

Staff Report	Item No. 5		
Address	2729 Bowdens Ferry Road		
Applicant	Andalousi		
	Change of Zoning	From: R-8 (Single-Family)	To: C-1 (Limited Commercial)
Request	Special Exception	Entertainment Establishment	
Property Owner	Southern Back & Trust		
Site Characteristics	Site Area/Building	20,125/9,718 sq. ft.	
	Future Land Use	Single Family Traditional	
	Zoning	R-8 (One-Family)	
	Neighborhoods	Lamberts Point	
	Character District	Traditional	
Surrounding Area	North	R-8: Single-Family homes	
	East	IN-1 (Institutional): Madison Career Center	
	South	R-8: Single-Family homes	
	West	R-8: Single-Family homes	

A. Summary of Request

- The site is located on the west side of Bowdens Ferry Road just south of 37th Street.
- The applicant proposes to operate a banquet facility with alcohol and entertainment.

B. Plan Consistency

- *plaNorfolk2030* designates this site as single-family traditional, meaning the proposed use is not consistent with *plaNorfolk2030*.
- The Preserving Our Heritage chapter of *plaNorfolk2030* calls for protecting Norfolk's historic resources, in part by encouraging the re-use of nonconforming historic structures.
- Since the proposed rezoning and special exception will permit the re-use of an existing historic designation-eligible structure that is not appropriate for single-family residential use, it can be supported despite the inconsistency with *plaNorfolk2030*.

C. Zoning Analysis

i. General

- The site is currently developed as a religious institution, however, it has been vacant for some time.
- The site is zoned R-8 which permits religious institutions by special exception.

	Proposed
Hours of Operation	9:00 a.m. until 12:00 midnight, seven days a week
Hours for the Sale of Alcoholic Beverages and Entertainment	11:00 a.m. until 12:00 midnight, seven days a week
Capacity	232 seats indoors 0 seats outdoors 240 total capacity
Entertainment	Disc Jockey 6 member live band

ii. Parking

- The site is located in the Traditional Character District, which requires one parking space per 175 square feet of enclosed building area for entertainment establishments.
  - Religious institutions require one parking space per 60 square feet.
- The parking required would be less than the previous use required and would comply with current standards.

- Although there are no parking spaces on site, the applicant will lease parking from the Madison Career Center which is located directly across Bowden's Ferry Road to the east.

iii. Flood Zone

- The property is located in the X (Low to Moderate) Flood Zone which is a low risk zone.

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposal will generate 1,032 new vehicle trips per day.
- Based upon ITE data, the existing church on this site would be expected to generate 89 trips while the proposed 232 restaurant/banquet hall would be expected to generate 1,121 trips on weekdays.
- Hampton Boulevard just south of this location is identified as a severely congested corridor in the PM peak in the most recent update to regional Hampton Roads Congestion Management analysis – other portions of Hampton Boulevard adjacent to the site are shown as moderately congested during the morning and afternoon peaks in the regional document.
- The site is near transit service with Hampton Roads Transit bus route 2 (Hampton) operating along Hampton Boulevard near the site.
- Bowdens Ferry Road adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

- The existing building is not located within a federal, state, or local historic district.
  - Since the original structure on the site was built in 1895 and is at least 50 years old, it could potentially meet the criteria for designation as a federal, state or local historic resource under the Department of Historic Resources guidelines.
- As part of the conditional rezoning, the applicant has proffered that the building on the site shall not be demolished and that no modifications will be made to the exterior of the building.

F. Public Schools Impacts

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

G. Impact on the Environment

There were two calls for service for this site over the past year, with no arrests made.

H. Impact on Surrounding Area/Site

By requiring this use to conform to the conditions listed below, the proposed entertainment establishment should not have a negative effect on the surrounding neighborhood.

I. Payment of Taxes

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

J. Civic League

- The application was sent to the Lamberts Point Civic League on January 13.
- A letter of support was received from the Lamberts Point Civic League on December 31, 2015.

K. Communication Outreach/Notification

- Legal notice was posted on the property on January 19.
- Letters were mailed to all property owners within 300 feet of the property on February 11.
- Legal notification was placed in *The Virginian-Pilot* on February 11 and February 18.

L. Recommendation

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

(a) The hours of operation for the establishment shall be limited to 9:00 a.m. until 12:00 midnight, seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted

(b) The hours of operation for the sale of alcoholic beverages, and for entertainment shall be limited to 11:00 a.m. until 12:00 midnight, seven days a week.

(c) The seating for the establishment shall not exceed 232 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 240 people.

(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 a disc jockey or live bands having no more than 6 members. No other form of entertainment is permitted.

(f) The dance floor shall not exceed 196 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) The proposed dumpster(s) shall not be located within any required front yard or corner side yard and shall be gated and shielded from view from any public right-of-way by opaque masonry or concrete walls (exclusive of that area needed for accessibility for trash removal) designed to be compatible with the principal building that it serves.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

Notwithstanding anything to the contrary, the requirements of this subsection shall not apply to the following entities, who may lease or otherwise use the establishment for events that are permitted by and comply with this ordinance in all other respects:

(1) Any federal, state, or local government or governmental agency;

(2) Any party that receives a grant or other direct funding from a state or local government; and

(3) Any party that is recognized as a charitable organization in good standing under § 501(c)(3) of the Internal Revenue Code of the United States Code at the time of the event.

Collectively, the parties identified in items 1, 2 and 3 above are defined as "Authorized Entities".

(u) The establishment manager shall notify the Commissioner of the Revenue no less than 72 hours prior to the commencement of any event at which a cover charge is to be collected or any event held by an Authorized Entity which leases, lets, or uses the establishment.

(v) 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.

(w) 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 180 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.

(x) 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
Notice to the Lamberts Point Civic League

Proponents and Opponents

Proponents

Omar Boukhriss
2729 Bowdens Ferry Road
Norfolk, VA 23508

Thomas Harris
1231 W. 27th Street
Norfolk, VA 23508

Opponents

Pastor Julius Burchette
1414 W. 27th Street
Norfolk, VA 23508

Peter and Robin Bernath
3711 Bowdens Ferry Road
Norfolk, VA 23508

Leonder Garris
1241 W. 38th Street
Norfolk, VA 23508

02/24/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 2729 BOWDENS FERRY ROAD FROM R-8 (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO CONDITIONAL C-1 (LIMITED COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the property located at 2729 Bowdens Ferry Road is hereby rezoned from R-8 (Single-Family Residential) district to conditional C-1 (Limited Commercial) district. The property which is the subject of this rezoning is more fully described as follows:

> Property fronting 244 feet, more or less, along the western line of Bowdens Ferry Road and 27 feet, more or less, along the northern line of West 27th Street; premises numbered 2729 Bowdens Ferry Road.

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

(a) The existing building located on the site shall not be demolished.

(b) No modification will be done to the exterior of the building.

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.

02/24/2016 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 AUTHORIZING THE OPERATION OF AN ENTERTAINMENT ESTABLISHMENT WITH ALCOHOLIC BEVERAGES KNOWN AS "ANDALOUSI" ON PROPERTY LOCATED AT 2729 BOWDENS FERRY ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted to Omar Boukhriss authorizing the operation of an entertainment establishment with alcoholic beverages named "Andalousi" on property located at 2729 Bowdens Ferry Road. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronting 244 feet, more or less, along the western line of Bowdens Ferry Road and 27 feet, more or less, along the northern line of West 27th Street; premises numbered 2729 Bowdens Ferry Road.

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

(a) The hours of operation for the establishment shall be limited to 9:00 a.m. until 12:00 midnight, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The hours of operation for the sale of alcoholic beverages and for entertainment shall be limited to 11:00 a.m. until 12:00 midnight, seven days per week.

(c) The seating for the establishment shall not exceed 232 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 240 people.

(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 a disc jockey or live bands having no more than six (6) members. No other form of entertainment is permitted.

(f) The dance floor shall not exceed 196 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) Dumpsters shall not be located within any required front yard or corner side yard and shall be gated and shielded from view from any public right-of-way by opaque masonry or concrete walls designed to be compatible with the principal building.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

Notwithstanding anything to the contrary, the requirements of this subsection shall not apply to the following entities, who may lease or otherwise use the establishment for events that are permitted by and comply with this ordinance in all other respects:

(1) Any federal, state, or local government or governmental agency;

(2) Any party that receives a grant or other direct funding from a state or local government; and

(3) Any party that is recognized as a charitable

organization in good standing under § 501(c)(3) of the Internal Revenue Code of the United States Code at the time of the event.

Collectively, the parties identified in items 1, 2 and 3 above are defined as "Authorized Entities".

(u) The establishment manager shall notify the Commissioner of the Revenue no less than 72 hours prior to the commencement of any event at which a cover charge is to be collected or any event held by an Authorized Entity which leases, lets, or uses the establishment.

(v) 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.

(w) 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 180 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.

(x) 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 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.

ATTACHMENTS:
Exhibit A (4 pages)
Exhibit B (5 pages)

EXHIBIT "A"
Description of Operations
Entertainment Establishment
(Please Print)

Date 1-7-16

Trade name of business ANDALOUSI

Address of business 2729 Bowdens Ferry Road NORFOLK VA

Name(s) of business owner(s)* Omar Boukhriss

Name(s) of property owner(s)* Southern Bank and Trust

Name(s) of business manager(s)/operator(s) Shoina Sandler

Daytime telephone number (757) 621-5018

*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 9 AM	To 12 AM	Weekday	From 11 AM	To 12 AM
Friday	From 9 AM	To 12 AM	Friday	From 11 AM	To 12 AM
Saturday	From 9 AM	To 12AM	Saturday	From 11 AM	To 12 AM
Sunday	From 9 AM	To 12 AM	Sunday	From 11AM	To 12AM

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)

Exhibit A – Page 2
Entertainment Establishment

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: NON Profit Organisation and Funds Raising

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: Wedding, Birthdays, Funds Raising Bat Mitzvah, Bar Mitzvah etc...

7. Will a third party (promoter) be permitted to lease, let or use the establishment?
☑ Yes ☐ No

7a. If yes, explain: NON Profitable Organization such as Physician For Peace /

8. Will there ever be a minimum age limit?
☐ Yes ☑ No

Exhibit A – Page 3
Entertainment Establishment

9. Additional comments/description/operational characteristics or prior experience:

6 Men Band / DJ

Note: If smoking is permitted, then floor plans must be submitted showing all necessary building requirements for such facility

Signature of Applicant

Exhibit A – Floor Plan(s) Worksheet
Entertainment Establishment

- 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) 232
   Number of bar seats 0
   Standing room

   b. **Outdoor**
   Number of seats 0

   c. **Number of employees** 8

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 240

2. Entertainment
   List ANY type of entertainment proposed other than a 3 member live band, karaoke, comedian, or poetry reading.

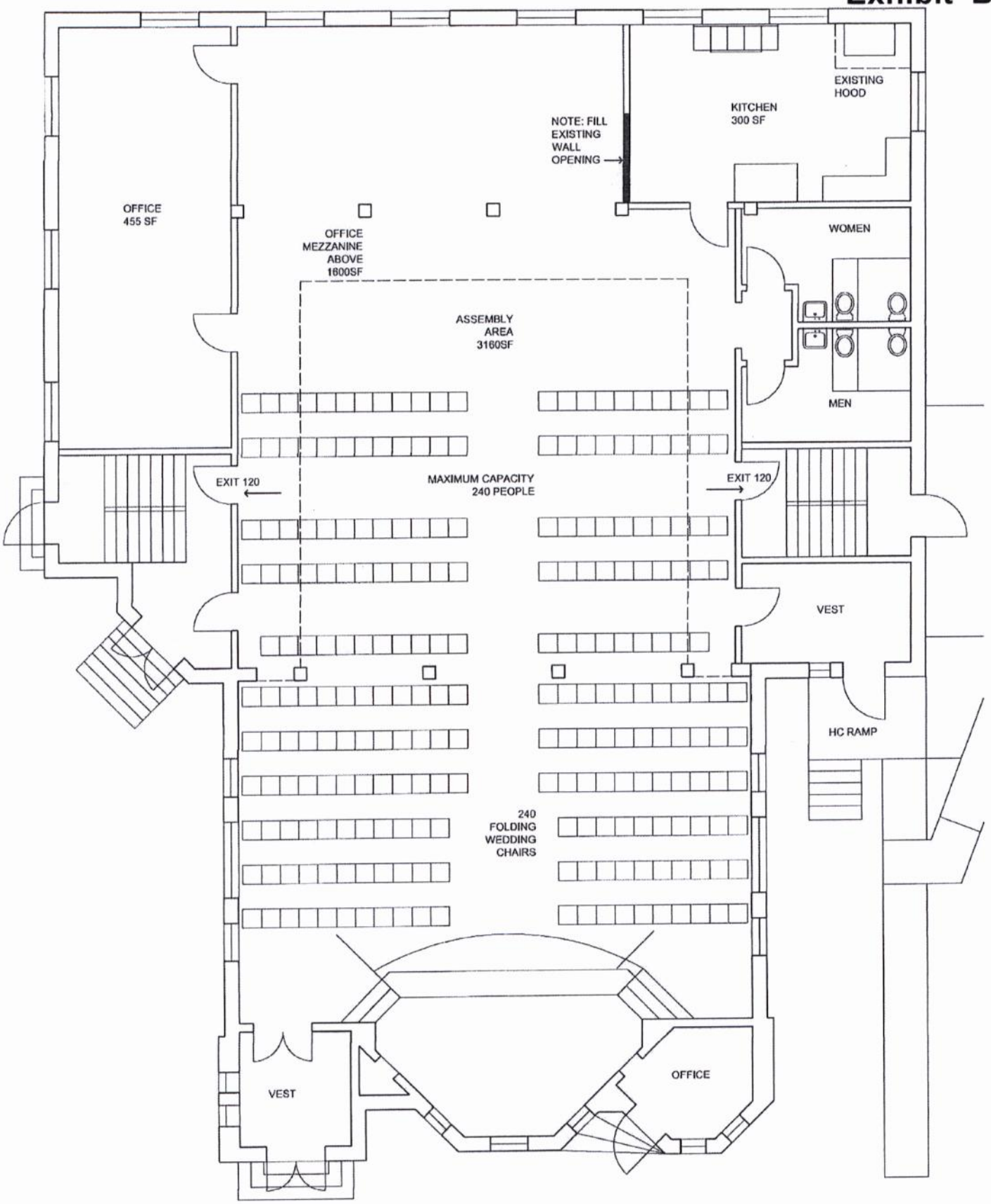
   DJ, 6 Member live band

3. Will a dance floor be provided?
   ☑ Yes ☐ No

   3a. If yes,
   Square footage of establishment _____
   Square footage of dance floor 14 X 14

- 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.

Exhibit B



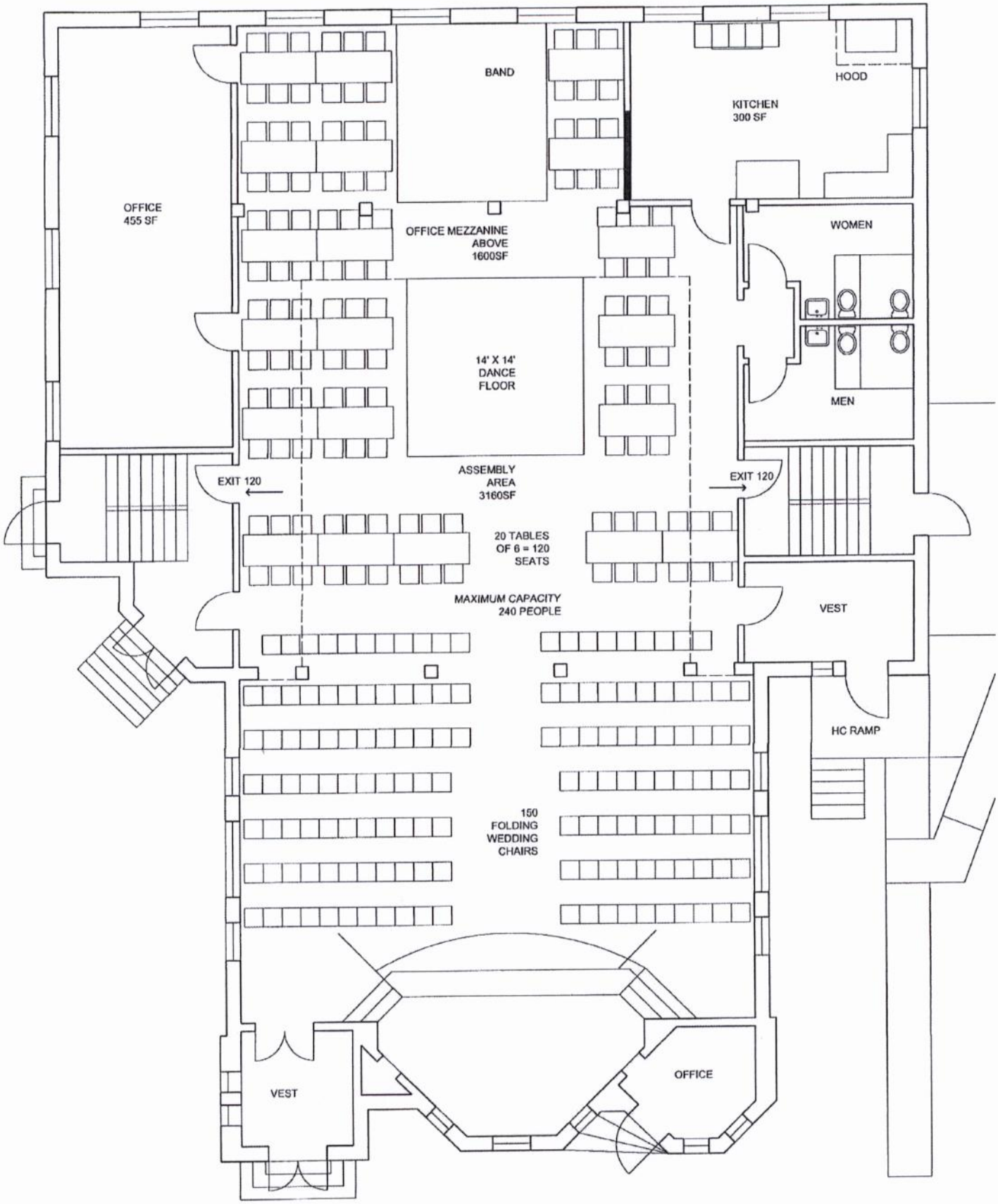
FURNITURE LAYOUT OPTION 1

TYMOFF MOSS ARCHITECTS
JANUARY 9 2016

0' 8' 16'

2729 BOWDEN FERRY ROAD

5200 GROSS SQUARE FEET GROUND FLOOR
EXISTING USE GROUP A-3
PROPOSED USEGROUP A-2
MAXIMUM POSTED OCCUPANCY 240 PEOPLE
TYPE 5B CONSTRUCTION, NON-SPRINKLERED
(2) EXISTING MARKED EXITS 36" DOORS X .3= 240 PEOPLE MAXIMUM



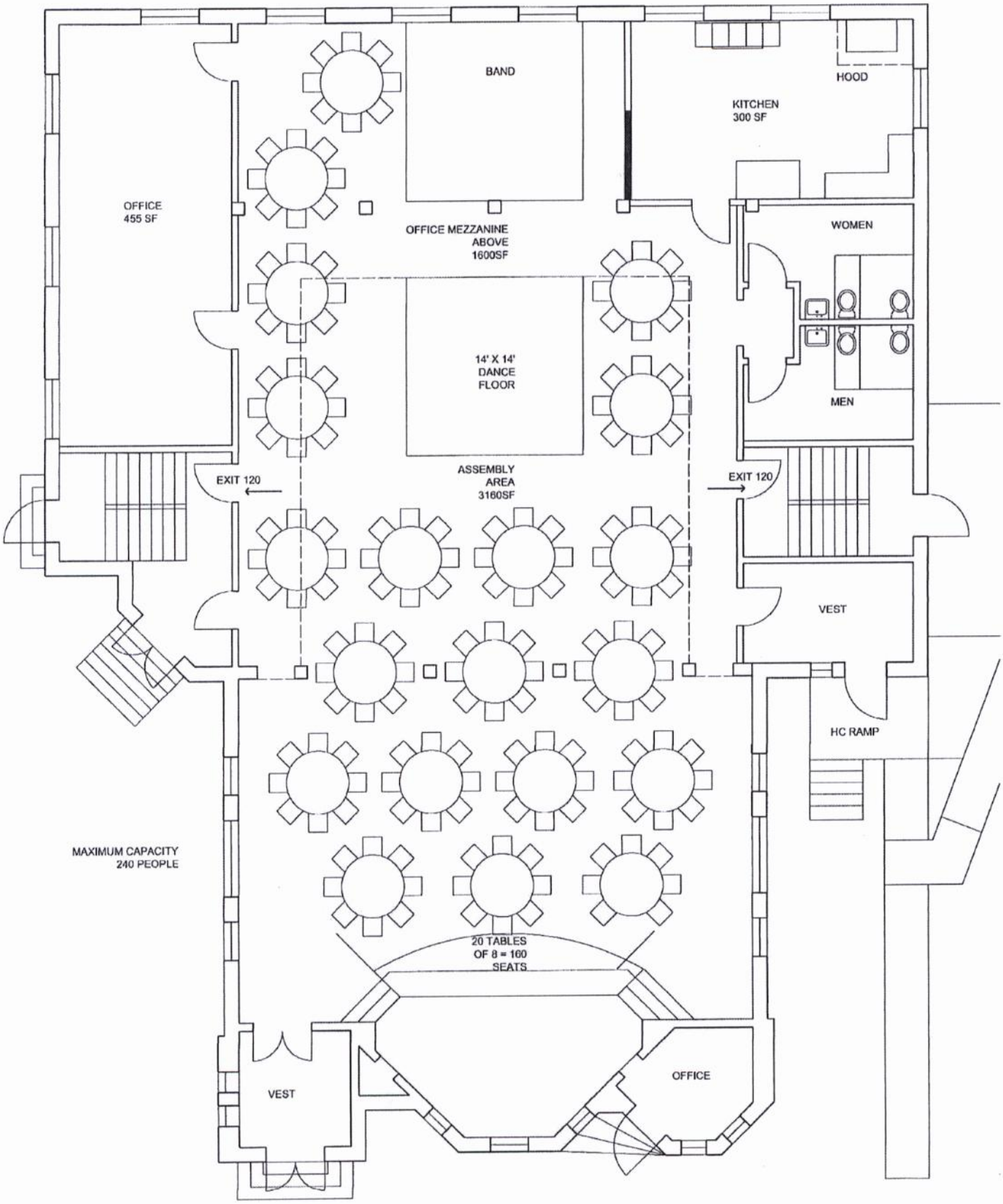
FURNITURE LAYOUT OPTION 2

TIMOTHY MOSS ARCHITECTS
JANUARY 2016

0' 8' 16'

2729 BOWDEN FERRY ROAD

5200 GROSS SQUARE FEET GROUND FLOOR
EXISTING USE GROUP A-3
PROPOSED USEGROUP A-2
MAXIMUM POSTED OCCUPANCY 240 PEOPLE
TYPE 5B CONSTRUCTION, NON-SPRINKLERED
(2) EXISTING MARKED EXITS 36" DOORS X .3= 240 PEOPLE MAXIMUM



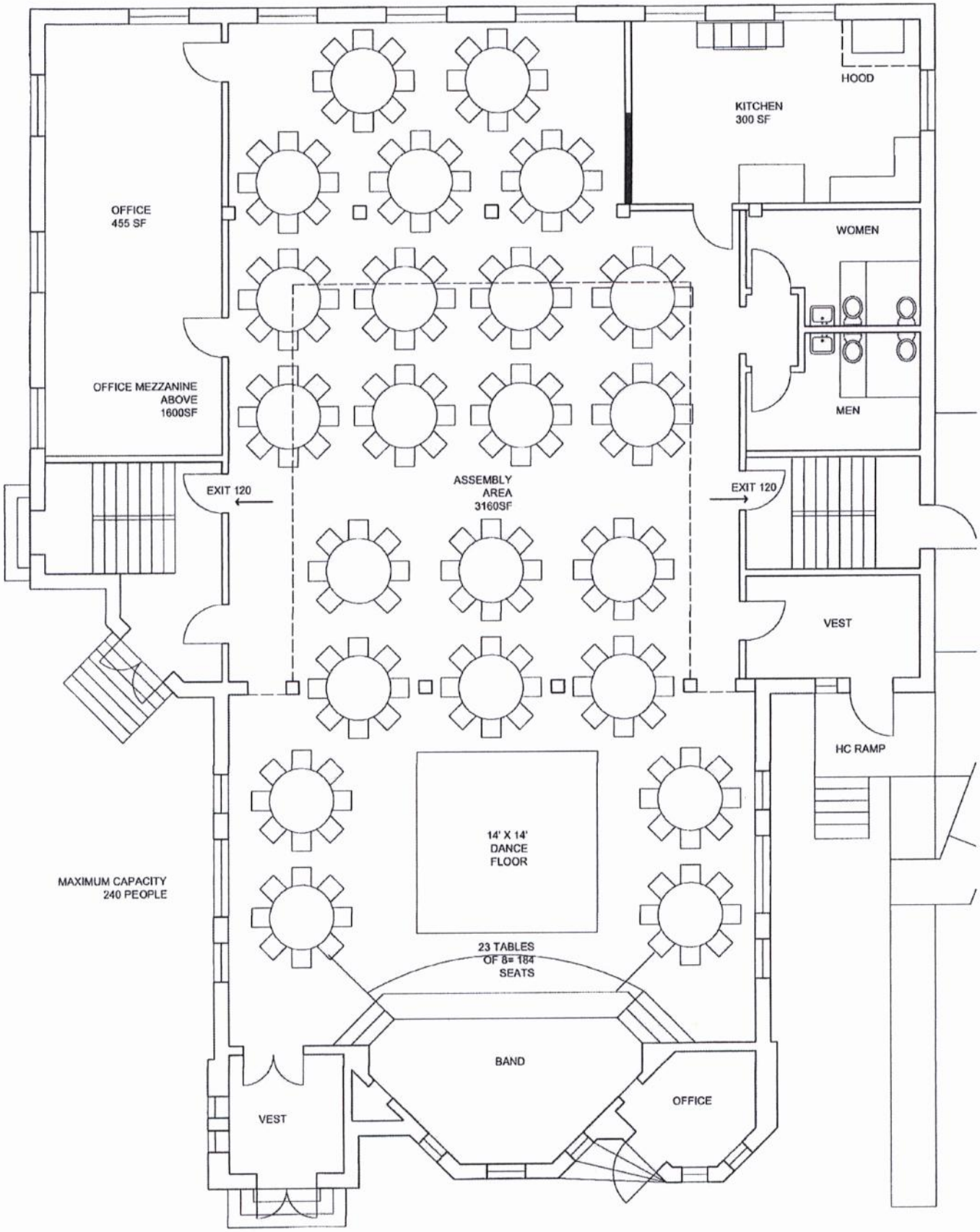
FURNITURE LAYOUT OPTION 3

TYMOFF MOSS ARCHITECTS
JANUARY 9 2016

0' 8' 16'

2729 BOWDEN FERRY ROAD

5200 GROSS SQUARE FEET GROUND FLOOR
EXISTING USE GROUP A-3
PROPOSED USEGROUP A-2
MAXIMUM POSTED OCCUPANCY 240 PEOPLE
TYPE 5B CONSTRUCTION, NON-SPRINKLERED
(2) EXISTING MARKED EXITS 36" DOORS X .3= 240 PEOPLE MAXIMUM



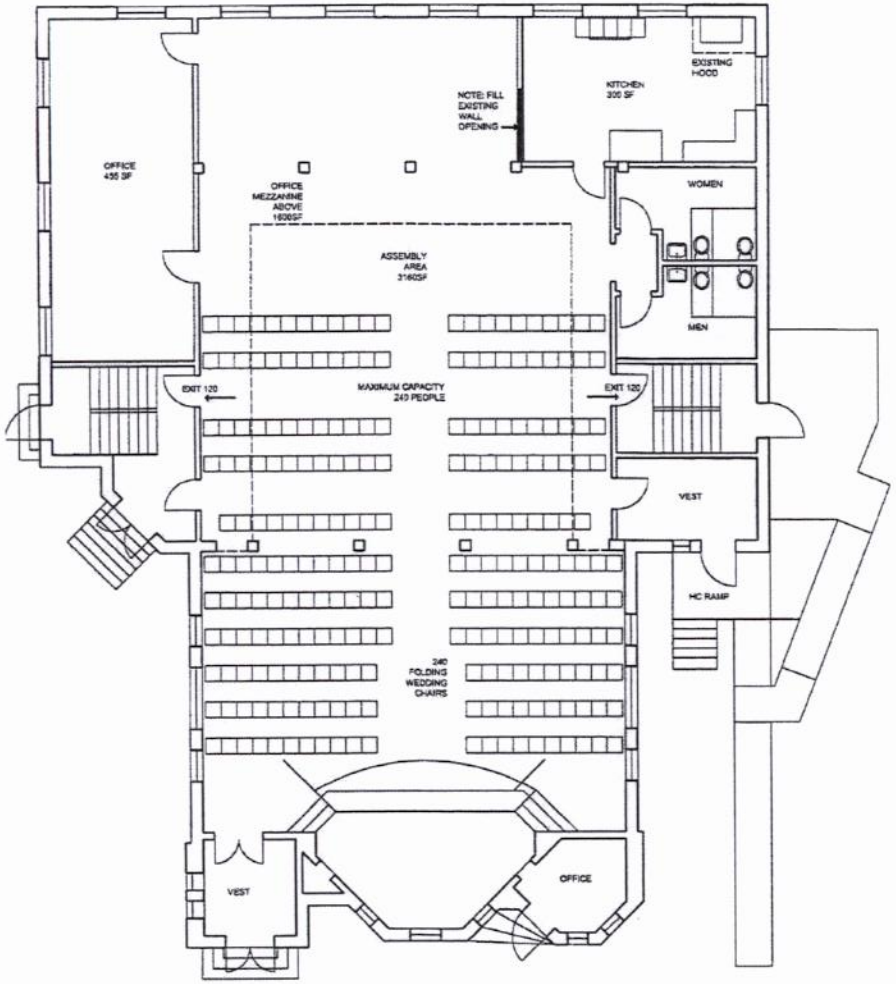
FURNITURE LAYOUT OPTION 4

TYMOFF MOSS ARCHITECTS
JANUARY 9 2016

0' 8' 16'

2729 BOWDEN FERRY ROAD

5200 GROSS SQUARE FEET GROUND FLOOR
EXISTING USE GROUP A-3
PROPOSED USEGROUP A-2
MAXIMUM POSTED OCCUPANCY 240 PEOPLE
TYPE 5B CONSTRUCTION, NON-SPRINKLERED
(2) EXISTING MARKED EXITS 36" DOORS X .3= 240 PEOPLE MAXIMUM

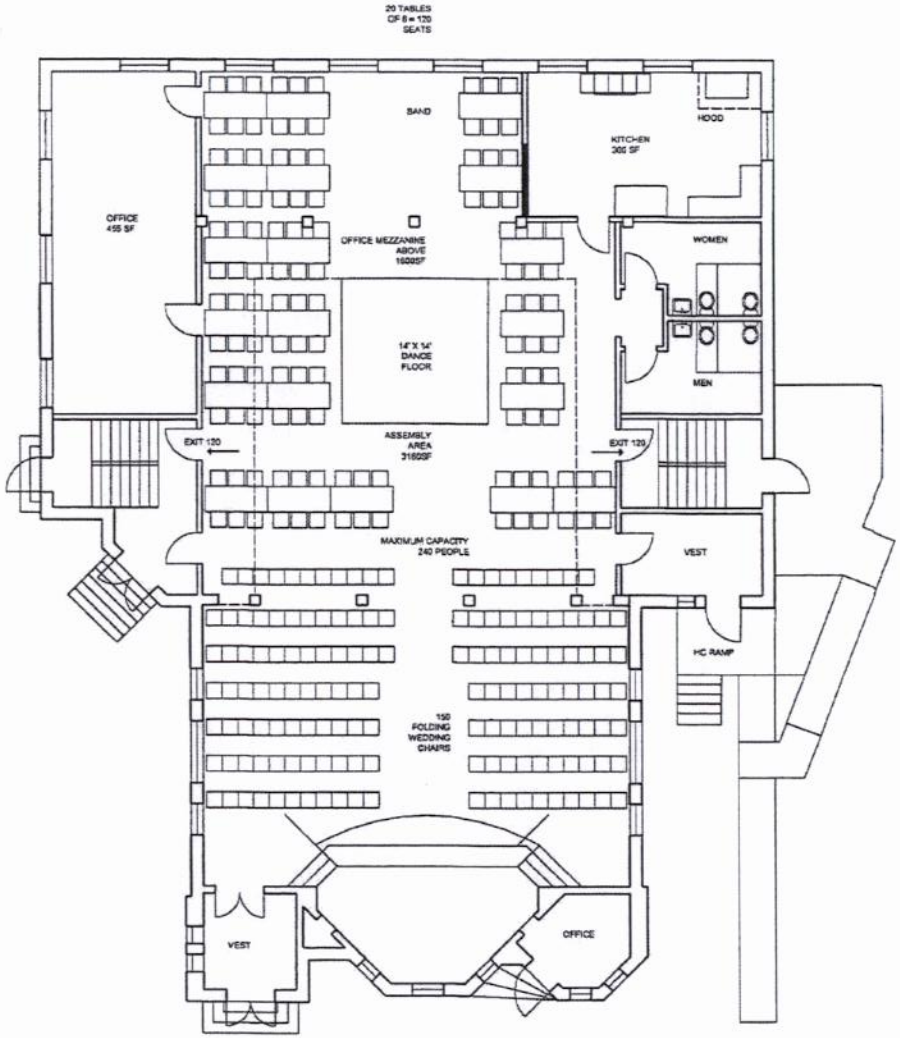


FURNITURE LAYOUT OPTION 1

TYMOFF MOSS ARCHITECTS
JANUARY 9 2018

0' 8' 16'

2729 BOWDEN FERRY ROAD
5280 GROSS SQUARE FEET GROUND FLOOR
EXISTING USE GROUP A-3
PROPOSED USEGROUP A-2
MAXIMUM POSTED OCCUPANCY 240 PEOPLE
TYPE 5B CONSTRUCTION, NON-SPRINKLERED
(2) EXISTING MARKED EXITS 36" DOORS X .3= 240 PEOPLE MAXIMUM

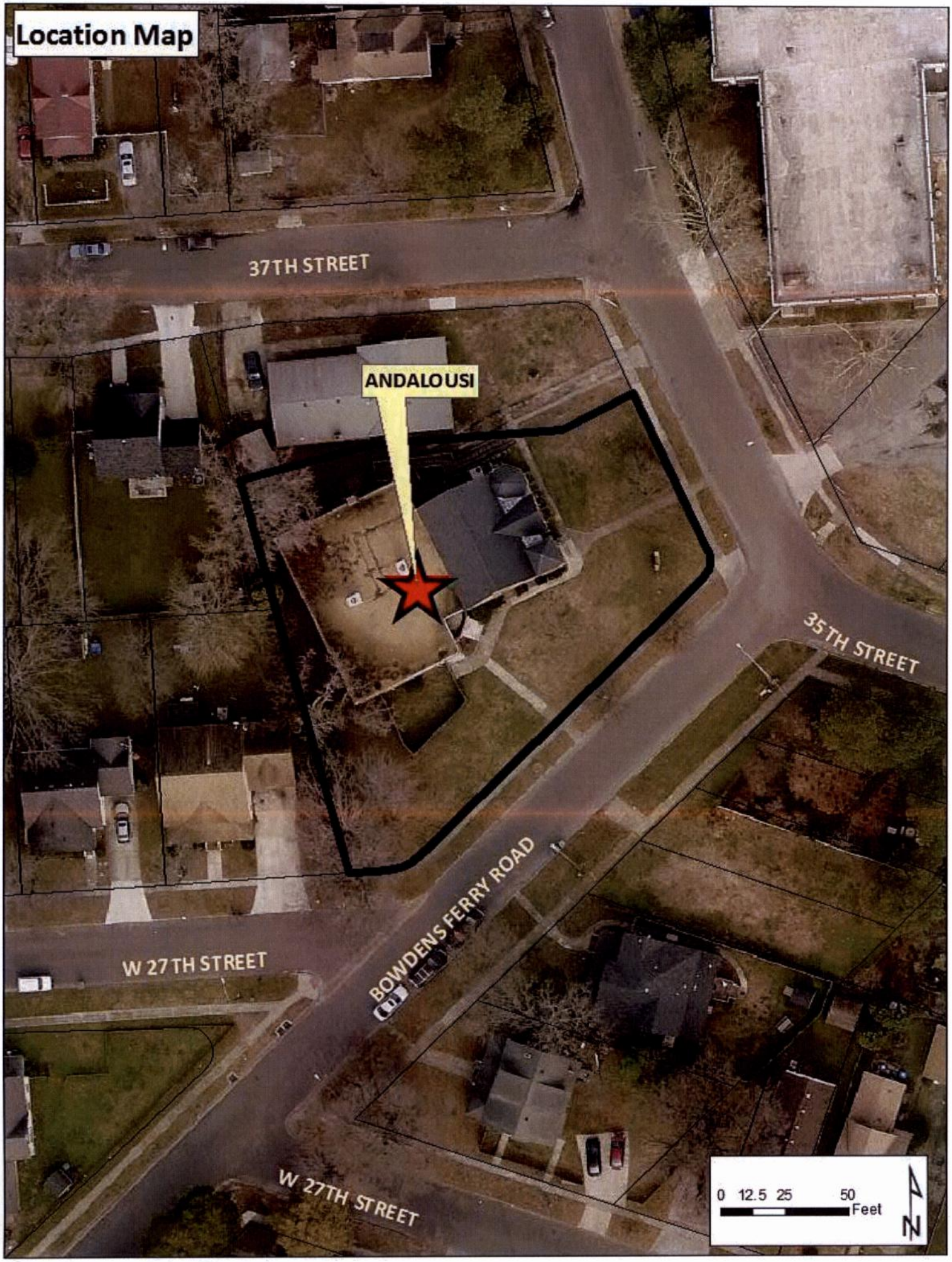


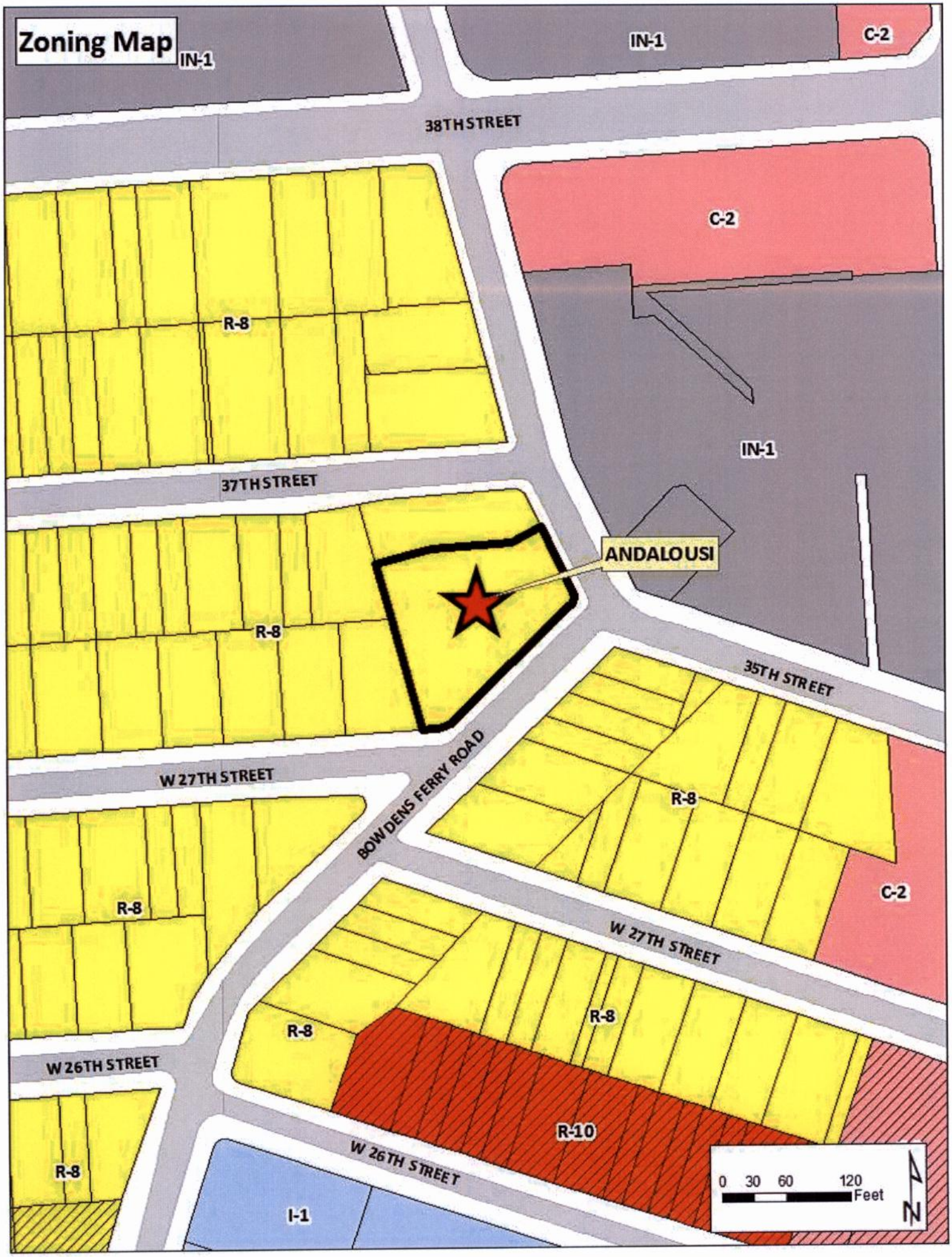
FURNITURE LAYOUT OPTION 2

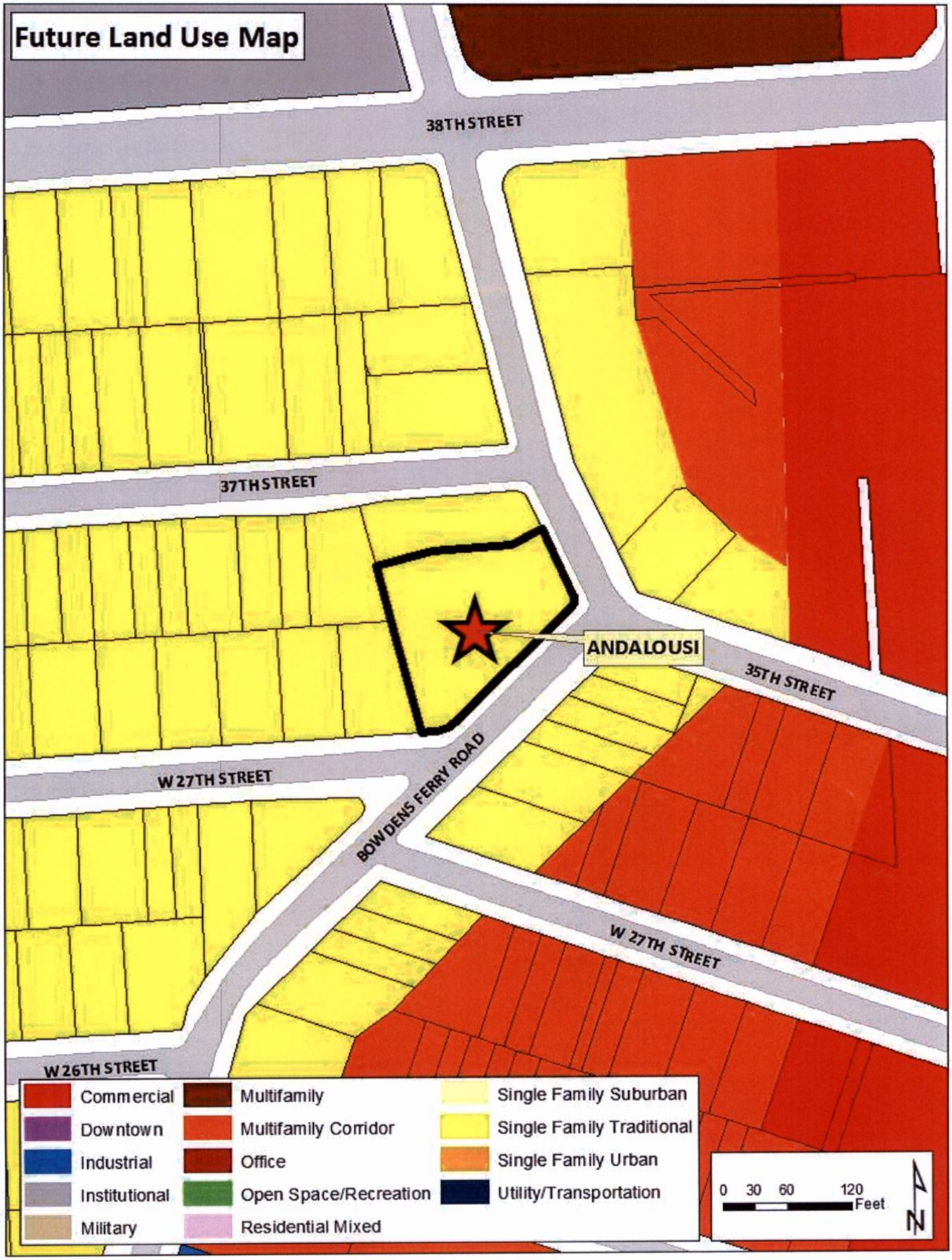
TYMOFF MOSS ARCHITECTS
JANUARY 9 2018

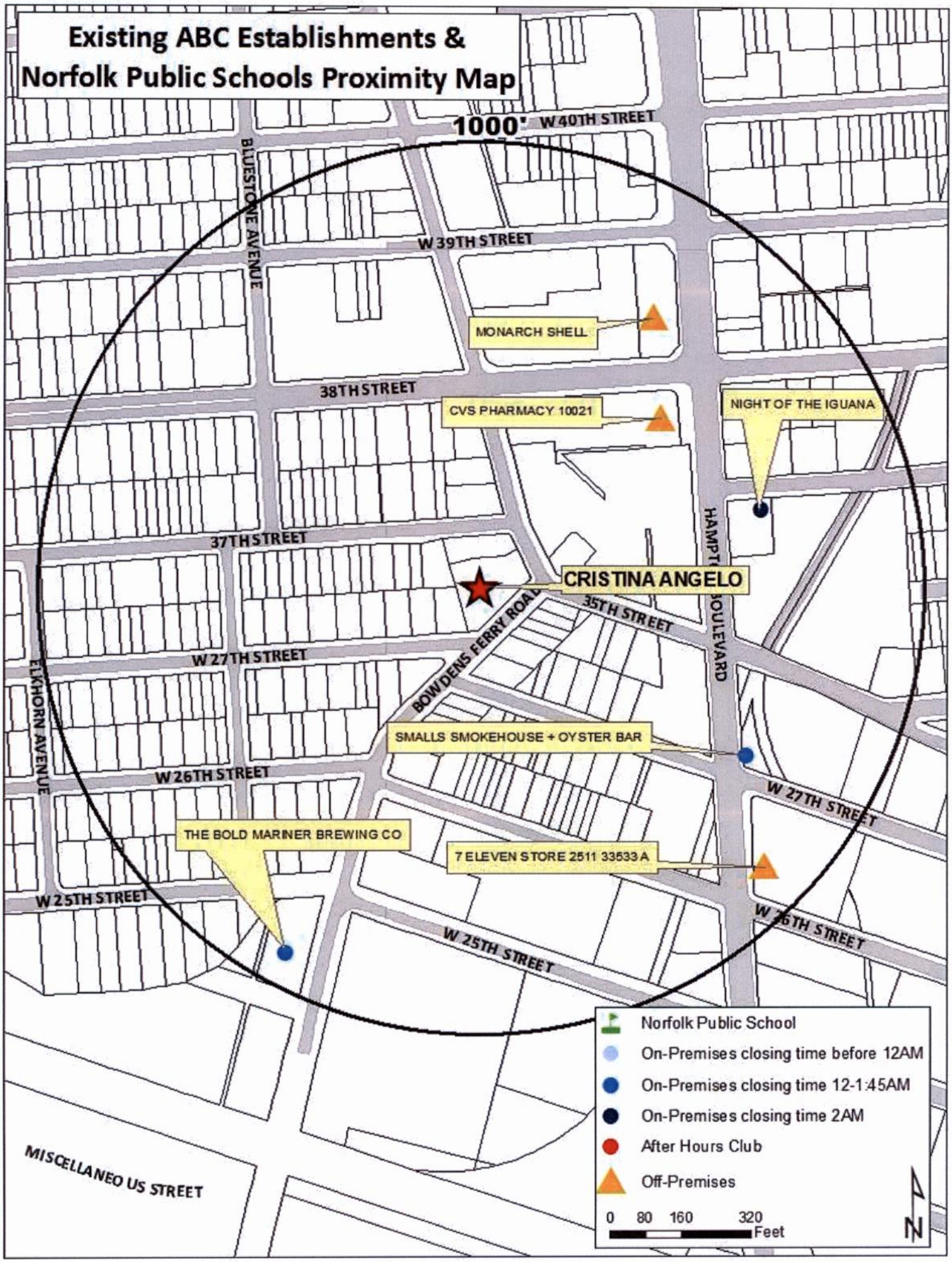
0' 8' 16'

2729 BOWDEN FERRY ROAD
5280 GROSS SQUARE FEET GROUND FLOOR
EXISTING USE GROUP A-3
PROPOSED USEGROUP A-2
MAXIMUM POSTED OCCUPANCY 240 PEOPLE
TYPE 5B CONSTRUCTION, NON-SPRINKLERED
(2) EXISTING MARKED EXITS 36" DOORS X .3= 240 PEOPLE MAXIMUM


Location Map
37TH STREET
ANDALOUSI
35TH STREET
BOWDENS FERRY ROAD
W 27TH STREET
W 27TH STREET
0 12.5 25 50
Feet
N


Zoning Map
IN-1
IN-1
C-2
38TH STREET
C-2
R-8
IN-1
37TH STREET
ANDALOUSI
R-8
35TH STREET
W 27TH STREET
BOWDENS FERRY ROAD
R-8
R-8
C-2
W 27TH STREET
R-8
R-8
W 26TH STREET
R-10
W 26TH STREET
R-8
I-1
0 30 60 120
Feet
N


Future Land Use Map
38TH STREET
37TH STREET
ANDALOUSI
35TH STREET
W 27TH STREET
BOWDENS FERRY ROAD
W 27TH STREET
W 26TH STREET
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
W 40TH STREET
BLUESTONE AVENUE
W 39TH STREET
MONARCH SHELL
38TH STREET
CVS PHARMACY 10021
NIGHT OF THE IGUANA
37TH STREET
CRISTINA ANGELO
35TH STREET
BOWDENS FERRY ROAD
HAMPTON BOULEVARD
W 27TH STREET
ELKHORN AVENUE
SMALLS SMOKEHOUSE + OYSTER BAR
W 26TH STREET
W 27TH STREET
THE BOLD MARINER BREWING CO
7 ELEVEN STORE 2511 33533 A
W 25TH STREET
W 26TH STREET
W 25TH STREET
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
CHANGE OF ZONING

Date of application: 1-07-16

Change of Zoning

From: R8 **Zoning** **To:** C1 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 2729 (Street Name) Bowdens Ferry Road NORFOLK VA

Existing Use of Property: Church

Current Building Square Footage_____

Proposed Use Bonquet Hall

Proposed Building Square Footage_____

Trade Name of Business (If applicable) ANDALOUSI

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

1. Name of applicant: (Last) BOUKHRISS (First) OMAR (MI) ____

Mailing address of applicant (Street/P.O. Box): 313 W. Bute St

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

Daytime telephone number of applicant (757) 288-6982 Fax (757) 622-8122

E-mail address of applicant: Omarshouse@verizon.net

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) _____ (First) _____ (MI) _____

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

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of applicant ( ) _____ Fax ( ) _____

E-mail address of applicant: _____

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) Southern Bank and Trust Company (First) _____ (MI) _____

Mailing address of property owner (Street/P.O. box): 403 Bush Street

(City) Norfolk (State) VA (Zip Code) 23510-1200

Daytime telephone number of owner ( ) _____ email: _____

CIVIC LEAGUE INFORMATION

Civic League contact: Thomas Harris

Date(s) contacted: October 7, 2015

Ward/Super Ward information: _____

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

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

Print name: OMAR BOUKHRISS **Sign:** [signature] 11 / 7 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

PROFERRED CONDITIONS

1) The Existing Building Located On the Site Shall Not be Demolished

2) No modification will be done to the Exterior of the building

3)

4)

5)

6)

Print name: OMAR BOUKHRISS **Sign:** [signature] 21 23 / 16
(Applicant) (Date)

Print name: OMAR BOUKHRISS **Sign:** [signature] 21 23 / 16
(Property Owner or Authorized Agent of Signature) (Date)

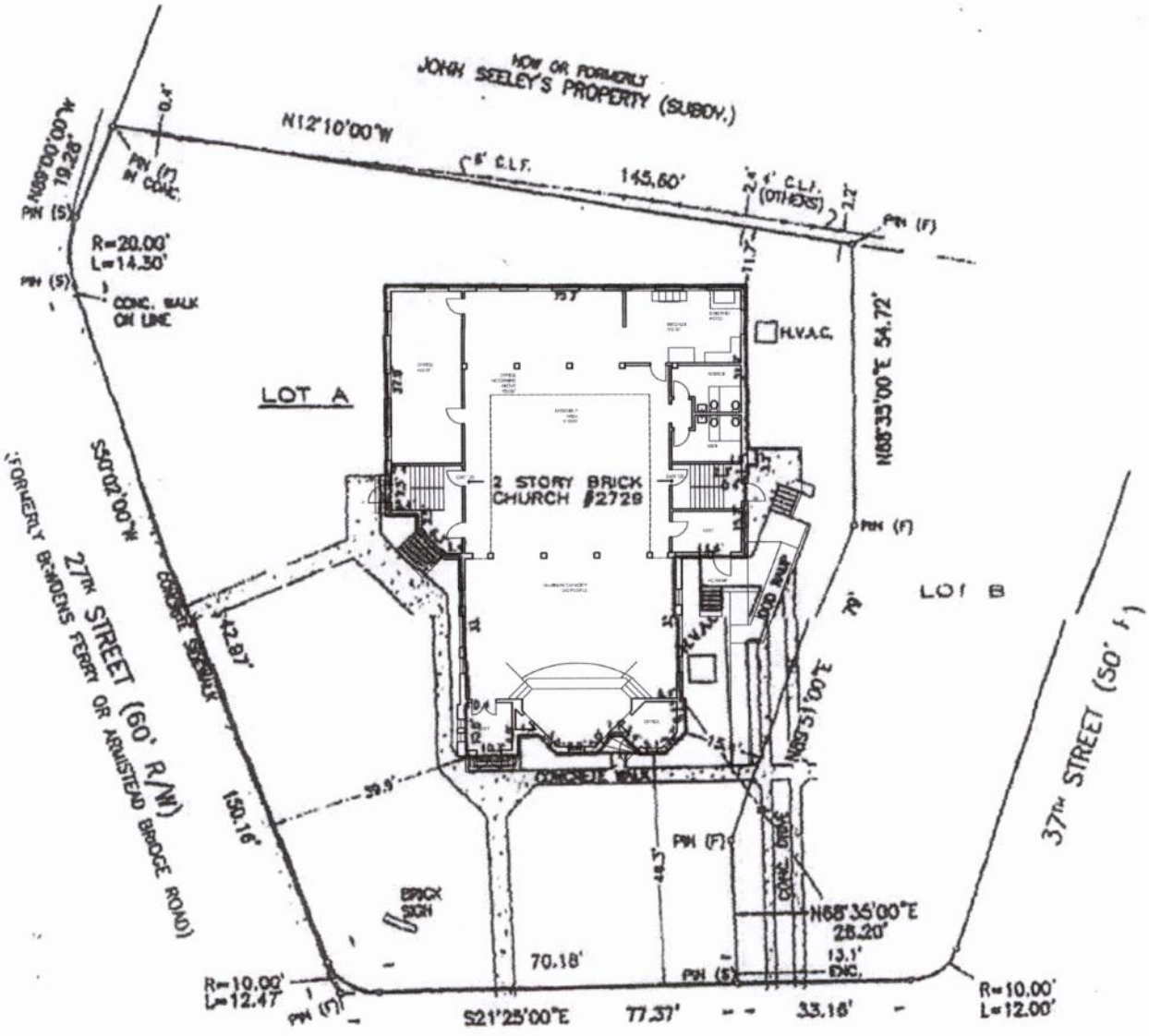
THIS IS TO CERTIFY THAT ON JULY 25, 2000, I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE SHOWN ON THIS PLAT. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN.

THE RESIDENCE SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "C"
FIRM MAP CITY OF NORFOLK — COMMUNITY NO. 510104
MAP REVISION APRIL 17, 1984 — PANEL NO. 00170

THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.

AREA OF SURVEY = 0.4499 AC.

COMMONWEALTH OF VIRGINIA
STEPHEN I. BOOHE
Lic. No. 1333
7/25/08
LAND SURVEYOR



EXISTING FLOOR PLAN
TYMOFF MOSS ARCHITECTS
JANUARY 9 2016

0' 8' 16'

PHYSICAL SURVEY
OF
2729 BOWDENS FERRY ROAD

APPLICATION
ADULT USE SPECIAL EXCEPTION
ENTERTAINMENT ESTABLISHMENT
(Please Print)

Date 1-7-16

DESCRIPTION OF PROPERTY

Address 2729 Bowdens Ferry Road NORFOLK, VA

Existing Use of Property Church

Proposed Use Banquet Hall

Current Building Square Footage 9,720

Proposed Building Square Footage Same

Trade Name of Business (If applicable) ANDALOUSI

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

1. Name of applicant: (Last) BOUKHRISS (First) OMAR (MI) ____

Mailing address of applicant (Street/P.O. Box): 313 W. Bute st

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

Daytime telephone number of applicant (757) 288-6982 Fax (757) 622-8122

E-mail address of applicant: Omarshouse@verizon.net

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) _____ (First) _____ (MI) _____

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

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of applicant ( ) _____ Fax ( ) _____

E-mail address of applicant: _____

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) Southern Bank and Trust. (First) _____ (MI) _____

Mailing address of property owner (Street/P.O. box): 503 Bush Street

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

Daytime telephone number of owner ( ) _____ email: _____

CIVIC LEAGUE INFORMATION

Civic League contact: Thomas Harris

Date(s) contacted: October 7, 2015

Ward/Super Ward information: _____

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:_____ **Sign:**_____ / ____ / ____
(Property Owner or Authorized Agent of Signature) (Date)

Print name: OMAR BOUKHRISS **Sign:** Omar Boukhriss / 11 / 07 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

SECURITY PLAN
of
OMAR BOUKRHISS
For
ANDALOUSI, LLC
2729 Bowden's Ferry Rd
Norfolk, VA 23508

Goals:

- To create a safe environment within and around Andalousi, LLC.
- To provide a level of control and safety for all arriving and departing guests.
- To mitigate any noise or inappropriate conduct by patrons entering or leaving facility which impairs the quiet enjoyment of immediate neighbors, particularly residents living nearby.
- To peacefully and effectively resolve all dangerous situations before any injury to person or property may occur. The staff and security team shall provide an assertive presence by displaying integrity and professionalism while executing their duties and responsibilities in an effort to maintain security, protection and safety to members of the public.
- To ensure a complete, orderly, safe and swift evacuation of the facility in case of fire, explosion or any other uncontrolled dangers within the building.
- To protect and promote the courteous, inviting and hospitable character of the neighborhood and the City of Norfolk.

The Plan:

- Off-duty police officers and members of the sheriff's department will be employed during events.
- Reputable security companies may also be called upon for staffing.
- Permanent on-site staff will attend all events and ensure the organization and control of events within and outside of the facility.
- Door personel will control activity at the main entrances at all times, monitoring entry of patrons.
- The premises will have an alarm system including monitoring of indoors and outdoors at all times accessible to the owner 24/7.
- In case of emergency situations in which the facility needs to be evacuated, all staff members including security will be responsible to ensure orderly and complete evacuation of the premises. Patrons will be escorted to a safe distance from the building. All exit signs are clearly marked.

Andalousi, LLC
2729 Bowdens Ferry Rd
Norfolk, VA 23508

Description of Facility:

Our facility will be a venue open to the public to rent for special events including but not limited to; weddings, receptions, private parties, birthdays, corporate and military events. Our full on-site catering kitchen will be available for use to execute these events.

Staffing:

The facility will employee 8-10 full time employees including kitchen staff, on and off site management, maintenance staff and security. In addition to this we will employ 20-50 part time employees to execute the events.

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, January 13, 2016 12:33 PM
To: 'lambertsptcivicleague@hotmail.com'; 'reggie.king@gmail.com'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Pollock, Susan
Subject: new Planning Commission applications - 2729 Bowdens Ferry Road
Attachments: Andalousi_rezoning.pdf; Andalousi_entertainment.pdf

Mr. Harris and Mr. King,

Attached please find the following applications at 2729 Bowdens Ferry Road:

a. Change of zoning from R-8 (Single-Family) district to C-1 (Limited Commercial) district.
b. Special exception to operate an entertainment establishment with alcoholic beverages.

The item is tentatively scheduled for the February 25, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Susan Pollock Hart at (757) 664-4765, susan.pollock@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

December 31, 2015

Lamberts Point Civic League

City of Norfolk, VA

Department of City Planning

City Hall Building

810 Union Street

Norfolk, VA 23510

Dear City Planning Board,

I am writing on behalf of and at the request of Lamberts Point Civic League. We as a civic organization, would like to voice our support to Mr. Omar Boukhiss, owner of Omar's Carriage House. Mr. Boukhiss has asked for Lamberts Point Civic League's approval to turn the former Greater House of Faith Apostolic Church located at 2729 Bowden Ferry Rd. into a Wedding Reception Hall.

We as a group feel very happy that Mr. Boukhiss chose to renovate and upgrade the vacant building in our growing community.

Hopefully the new Reception Hall will ignite the spark of innovation and growth so badly needed in the Lamberts Point community. The plans for the upgrade was brought to our civic league many months ago. As a group we heard Mr. Broukhiss give his best presentation and after so many questions and answers, all of our concerns were addressed and we as Lamberts Point Civic League gave him our blessings.

Sincerely,

Thomas Harris

Thomas E. Harris

President

Lamberts Point Civic League

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: Amend the conditions of a previously granted conditional rezoning at 2315, 2401, 2419, 2501, 2517 2601, 2605, and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221, and 1225 West 25th Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road – Vistacor Advisors, LLC

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

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **PH-6**

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

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

III. **Request:** Amend the conditions of a previously granted conditional rezoning for a commercial shopping center.

IV. **Applicant:** **Vistacor Advisors, LLC**

V. **Description:**

- The site is located along the west side of Hampton Boulevard and extends from 27th Street to the Norfolk and Southern Railway.
- The applicant proposes to modify the plan as currently approved with the following changes:

	Current	Proposed
No. of Buildings	9	7
Grocery Store sq. ft.	22,000	23,900
Restaurants sq. ft.	12,000	24,000
Retail sq. ft.	113,758	74,400
Office sq. ft.	0	25,600
Total sq. ft.	147,758	147,900

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

Attachments:

- Staff Report to CPC dated February 25, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: February 25, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	**Item No.** 3	
Address	2315, 2401, 2419, 2501, 2517 2601, 2605, and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221, and 1225 West 25th Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road	
Applicant	**Vistacor Advisors, LLC**	
Request	**Amend conditions of previously granted Conditional Change of Zoning**	
Property Owners	Nancy B. Hall Revocable Trust, Moses Industries II, LLC, K&C Shelf Corporation Seventy, HAPRAH, LLC, 2401HB, LLC, Norfolk Redevelopment and Housing Authority, City of Norfolk	
Site Characteristics	Building Area	147,900 sq. ft.
	Future Land Use Map	Commercial
	Zoning	Conditional C-2 (Corridor Commercial) district
	Neighborhood	Lamberts Point
	Character District	Traditional
Surrounding Area	North	C-2: ODU Credit Union; R-8 (Single-Family): Single-Family homes
	East	Conditional C-2: 7-Eleven, Fantom Works Antique Car Repair/Storage, I-3 (General Industrial): Sanitary Linen Service
	South	Norfolk and Southern Railway
	West	I-1: Warehouse, R-8: Single-Family homes

A. Summary of Request

This request would amend the conditions pertaining to a site plan of a conditional rezoning to reduce the number of buildings, slightly increase the total square footage, and to keep and rehabilitate an existing industrial building on the site.

B. Plan Consistency

Plan Amendment

- The proposed rezoning is consistent with *plaNorfolk2030*, which designates this site as commercial.
- The *Central Hampton Boulevard Area Plan* includes recommendations as to the form of new development on this site, including:
  - Defining the street edge along public streets by aligning building facades to the setback line.
  - Locating active uses with 60% transparent glazing on the ground floors of commercial buildings and 40% transparent glazing for residential uses.
  - Providing ground-level entrances at least every 100 feet along the sidewalk.
  - Providing facades facing public streets of at least two stories or at least 20 feet in height.
- The *Central Hampton* plan also includes additional recommendations regarding this site, including:
  - Providing a signalized intersection at W. 26th Street to facilitate access to the site while closing or restricting access to W. 24th Street and W. 25th Street to reduce traffic conflicts.
  - Locating and improving the condition of the Elizabeth River Trail between Hampton Boulevard and the Lamberts Point neighborhood to the west.
- In order to be fully consistent with *plaNorfolk2030* the recommendations of the *Central Hampton* plan must be incorporated into the proposed development.

C. Zoning Analysis

i. General

- The site is located along the west side of Hampton Boulevard and extends from 27th Street to the Norfolk and Southern Railway.
- The applicant proposes to modify the plan as currently approved with the following changes:

	Current sq. ft.	Proposed sq. ft.
No. of Buildings	9	7
Grocery Store	22,000	23,900
Restaurants	12,000	24,000
Retail	113,758	74,400
Office	0	25,600
Total sq. ft.	147,758	147,900

- Access to the site is unchanged and will be provided by a curb cut on 27th Street and from 24th, 25th and 26th Streets:
  - 25th Street and 26th Street will remain as they are currently configured and will extend through the site.
  - 24th Street will remain as it is currently configured and dead end within the site.
    - This entry will be a right-in/right-out only access.
- Another change to the site plan, as approved, is the location and size of the buildings on the site.
  - The applicant proposes to rehabilitate the existing industrial building to the rear of the site for commercial uses.
  - This would eliminate the 47,000 square foot building originally proposed to be constructed to the rear of the site.

ii. Parking

- The proposed grocery store and retail require one parking space per 300 square feet of building area.
- The proposed restaurants require one parking space per 175 square feet of building area.
- The proposed offices required one parking space per 250 square feet of building area.
- In total, 552 spaces are required and 661 spaces are provided.
- In total, 80 bicycle parking spaces will be required with nine of them being long term.

iii. Flood Zone

- The properties are in the X and X shaded (Low to Moderate) Flood Zones, which are low risk flood zones.
- Any buildings located in the X shaded flood zone will be required to meet the flood zoning requirements set forth in the *Zoning Ordinance*.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that the proposed plan of development will generate 8,938 total vehicle trips per day, an increase of 279 daily trips from the previously approved site plan due to the proposed revisions to the sizes and mix of uses in the project.
- Hampton Boulevard just south of this location is identified as a severely congested corridor in the PM peak in the most recent update to regional Hampton Roads Congestion Management analysis – other portions of Hampton Boulevard adjacent to the site are shown as moderately congested during the morning and afternoon peaks in the regional document.
- The proposed development would include construction of a new signalized intersection at 26th Street and Hampton Boulevard as the primary access point for the project.

- The site is near frequent transit service with Hampton Roads Transit bus route 2 (Hampton Boulevard) operating directly adjacent to the site.
- Portions of Bowdens Ferry Road, 26th Street, 27th Street and Hampton Boulevard near the site are identified priority corridors in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Impact

- There are 3 buildings currently on the site that are located in the Norfolk and Western State/National Historic District.
  - 1215 and 1217 W. 25th Street and 1221 and 1224 will be demolished to accommodate the proposed development.
  - Under the current proposal, the applicant is proposing the adaptive reuse of the structure located at 2330 Bowden's Ferry Road for office and restaurant uses.

F. Public School Impacts

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

G. Impact on the Environment

- The new shopping center will be reviewed and approved through the Site Plan Review process, which will ensure compliance with all standards set forth in the *Zoning Ordinance* including landscape buffer areas and stormwater impacts.
  - The Elizabeth River Trail will extend through the site and along the southern boundary of the site and will be reviewed by the Department of Public Works to ensure compliance with industry standards for multi-use trails.

H. Impact on Surrounding Area/Site

- During the City Council's public hearing for the original rezoning, the applicant agreed to modify the name of the shopping center to include 'Lamberts Point'.
  - The applicant is proposing to name the center Rail Yard at Lamberts Point.
- The development of the shopping center is in accordance with the attached/proffered site plan and in compliance with the development standards set forth in *plaNorfolk2030* and should not have a negative impact on the surrounding area.

I. Payment of Taxes

The owners of the properties are current on all real estate taxes.

J. Civic League

Notice was sent to the Lamberts Point Civic League on January 13.

K. Communication Outreach/Notification

- Legal notice was posted on the property on January 19.
- Letters were mailed to all property owners within 300 feet of the property on February 11.

- Legal notification was placed in *The Virginian-Pilot* on February 11 and February 18.

L. Recommendation

Staff recommends that the text amendment and rezoning requests be **approved** subject to the conditions listed below:

Proffered Conditions

1. All of the exterior elevations shall be developed generally in conformance with the attached elevations entitled West Norfolk Marketplace, LLC prepared by *Guernsey Tingle Architects.*, dated January 29, 2016 attached hereto and marked as "Exhibit A."

2. The site shall be developed generally in conformance with the attached conceptual site plan entitled West Norfolk Marketplace, LLC prepared by *Guernsey Tingle Architects.*, dated January 29, 2016, and attached hereto and marked as "Exhibit B," subject to any revisions that may be required by the City as part of the Site Plan Review process or as part of the ARB review process described in condition (a), above.

Attachments

Location map
Future Land Use map
Zoning map
Application
Site Plan
Elevations
Notice to the Lamberts Point Civic League

Proponents and Opponents

Proponents

Thomas Tingle
4350 New Town Avenue
Williamsburg, VA 23188

Thomas Harris
1231 W. 27th Street
Norfolk, VA 23508

Jim Carr
110 Mid-Atlantic Place
Yorktown, VA 23693

Opponents

None

02/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTIES LOCATED AT 2315, 2401, 2419, 2501, 2517, 2601, 2605 AND 2613 HAMPTON BOULEVARD, 1250 WEST 24TH STREET, 1215, 1217, 1221 AND 1225 WEST 25TH STREET, 1204, 1207 AND 1209 WEST 26TH STREET, AND 2330 BOWDENS FERRY IN ORDER TO CHANGE CONDITIONS ON PROPERTY ZONED CONDITIONAL C-2 (CORRIDOR COMMERCIAL) DISTRICT.

- - -

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

Section 1:- That the properties located at 2315, 2401, 2419, 2501, 2517, 2601, 2605 and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221 and 1225 West 25th Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road are hereby rezoned from conditional C-2 (Corridor Commercial) to conditional C-2 (Corridor Commercial) in order to change the conditions. The properties which are the subject of this rezoning are more fully described as follows:

Properties fronting 181 feet, more or less, along the western line of Hampton Boulevard south of West 24th Street, 239 feet, more or less, along the southern line of West 24th Street, 227 feet, more or less, along the western line of Hampton Boulevard north of West 24th Street, 191 feet, more or less, along the northern line of West 24th Street, 1,027 feet, more or less, along the southern line of West 25th Street, 510 feet, more or less, along the eastern line of Bowdens Ferry Road, and bounded on the south by the Norfolk Southern railroad right-of-way; and properties fronting 317 feet, more or less, along the northern line of West 25th Street, 225 feet, more or less, along the western line of Hampton Boulevard, and 230 feet, more or less, along the southern line of West 26th Street; and properties fronting 256 feet, more or less, along the northern line of West 26th Street, 233 feet, more or less, along the western line of Hampton Boulevard, and 119 feet, more or less, along the southern line of West 27th Street;

all of which premises are numbered 2315, 2401, 2419, 2501, 2517, 2601, 2605, and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221 and 1225 West 25th Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road.

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

(a) The site shall be developed to reflect the general massing, materials, fenestration, and design elements for the building as shown in the elevations entitled "Railyard at Lambert's Point," prepared by Guernsey Tingle Architects, dated February 12, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required by the city to be made during the site plan review and building permit plan review processes.

(b) The site shall be developed generally in conformance with the attached conceptual site plan entitled "Railyard at Lambert's Point," prepared by Guernsey Tingle Architects, dated February 12, 2016, attached hereto and marked as "Exhibit B," subject to any revisions required by the city to be made during the site plan review and building permit plan review processes.

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

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

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

ATTACHMENTS:
Exhibit A (2 pages)
Exhibit B (1 page)

Exhibit A

EAST ELEVATION - HAMPTON BOULEVARD- BUILDING TWO SCALE: 1/8" = 1-0"

SOUTH ELEVATION - 25TH STREET- BUILDING TWO SCALE: 1/8" = 1-0"

NORTH ELEVATION - 26TH STREET- BUILDING TWO SCALE: 1/8" = 1-0"

Railyard at Lambert's Point

Vistacor Advisors, LLC

TIMMONS GROUP

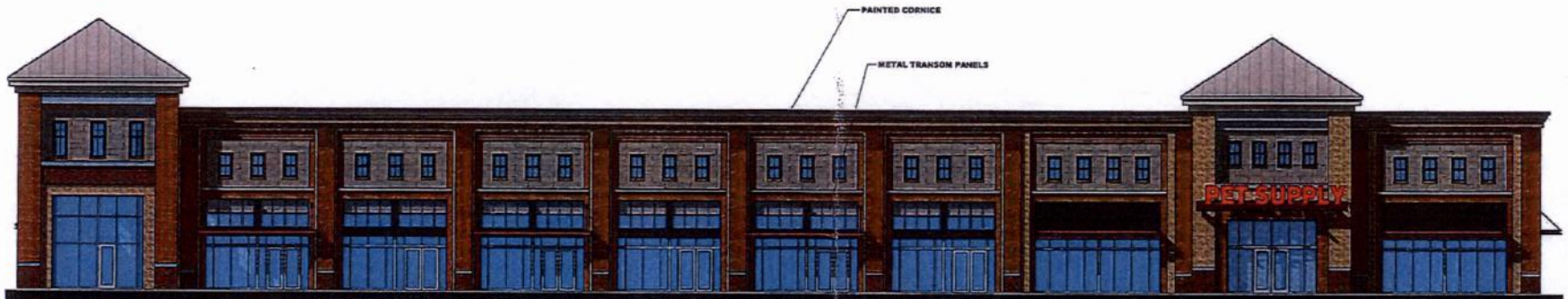
Guernsey Tingle Architects

3

February 12, 2016

EAST ELEVATION - HAMPTON BOULEVARD- BUILDING THREE

SCALE: 1/8" = 1-0"



NORTH ELEVATION - 24TH STREET- BUILDINGS THREE AND FOUR

SCALE: 1/8" = 1-0"

Railyard at Lambert's Point

Vistacor Advisors, LLC

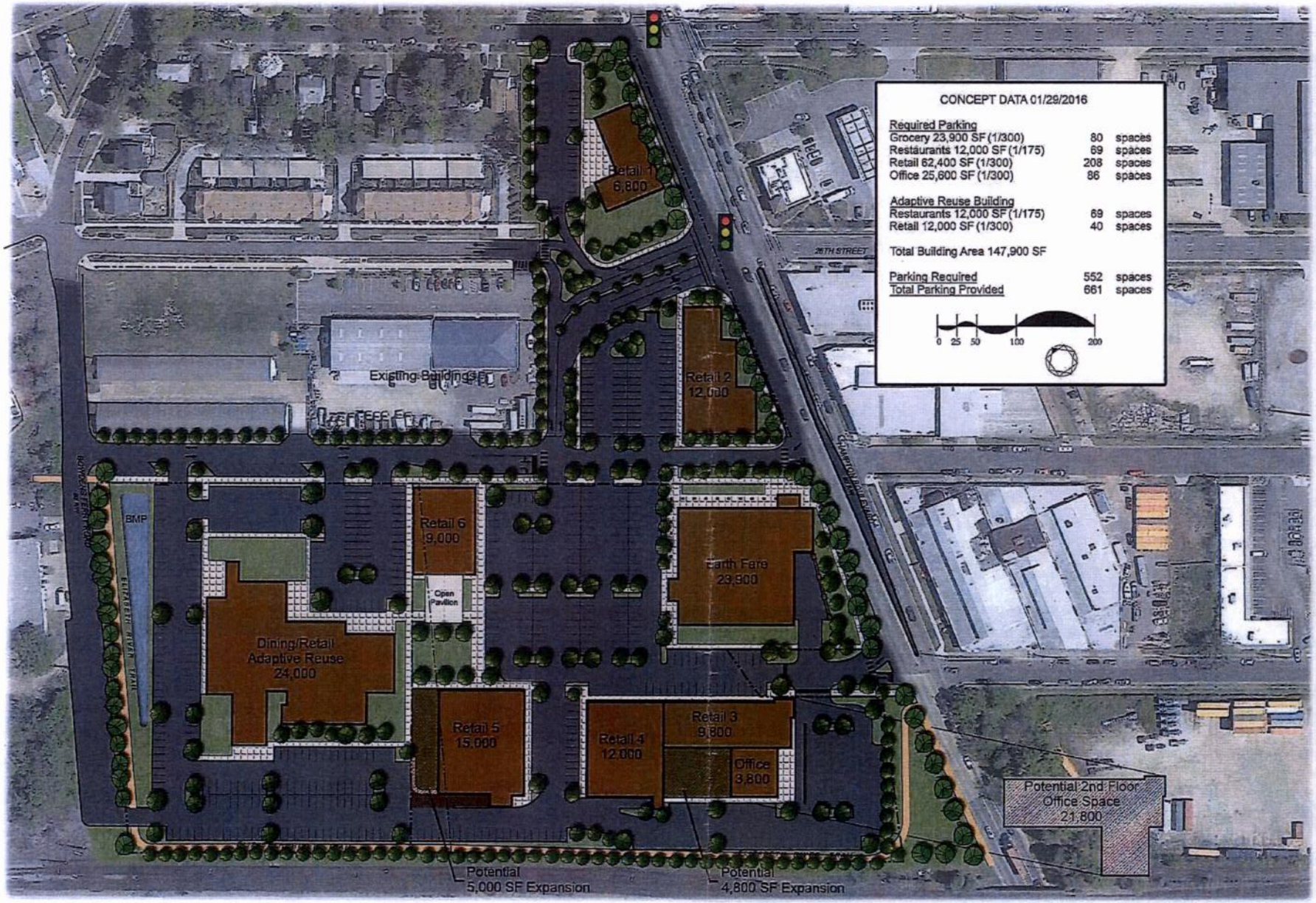
TIMMONS GROUP

Guernsey Tingle Architects

5

February 12, 2016

Exhibit B



Railyard at Lambert's Point

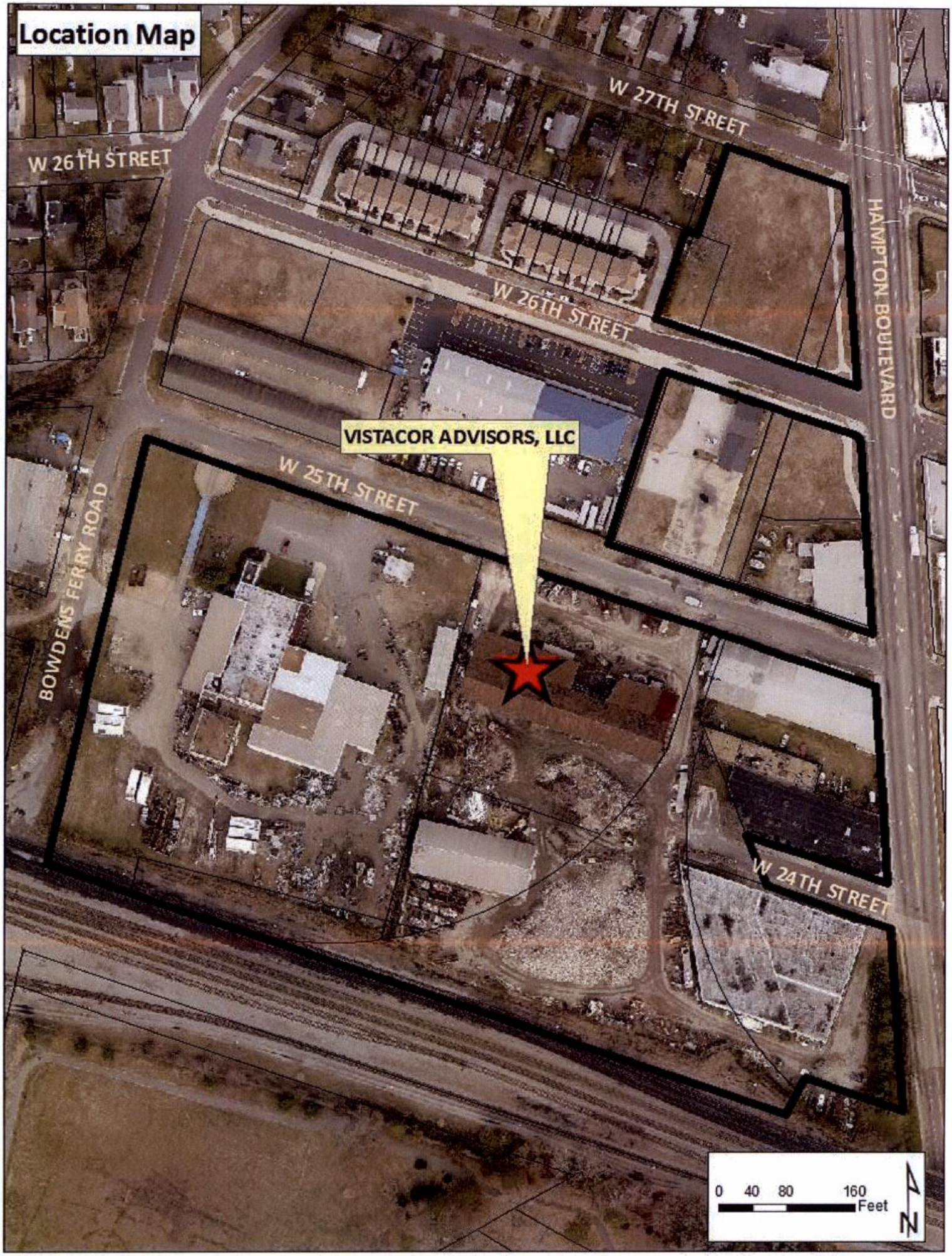
Vistaco Advisors, LLC

TIMMONS GROUP

Guernsey Tingle Architects

1

February 12, 2016


Location Map
W 27TH STREET
W 26TH STREET
W 26TH STREET
HAMPTON BOULEVARD
VISTACOR ADVISORS, LLC
W 25TH STREET
BOWDENS FERRY ROAD
W 24TH STREET
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Feet
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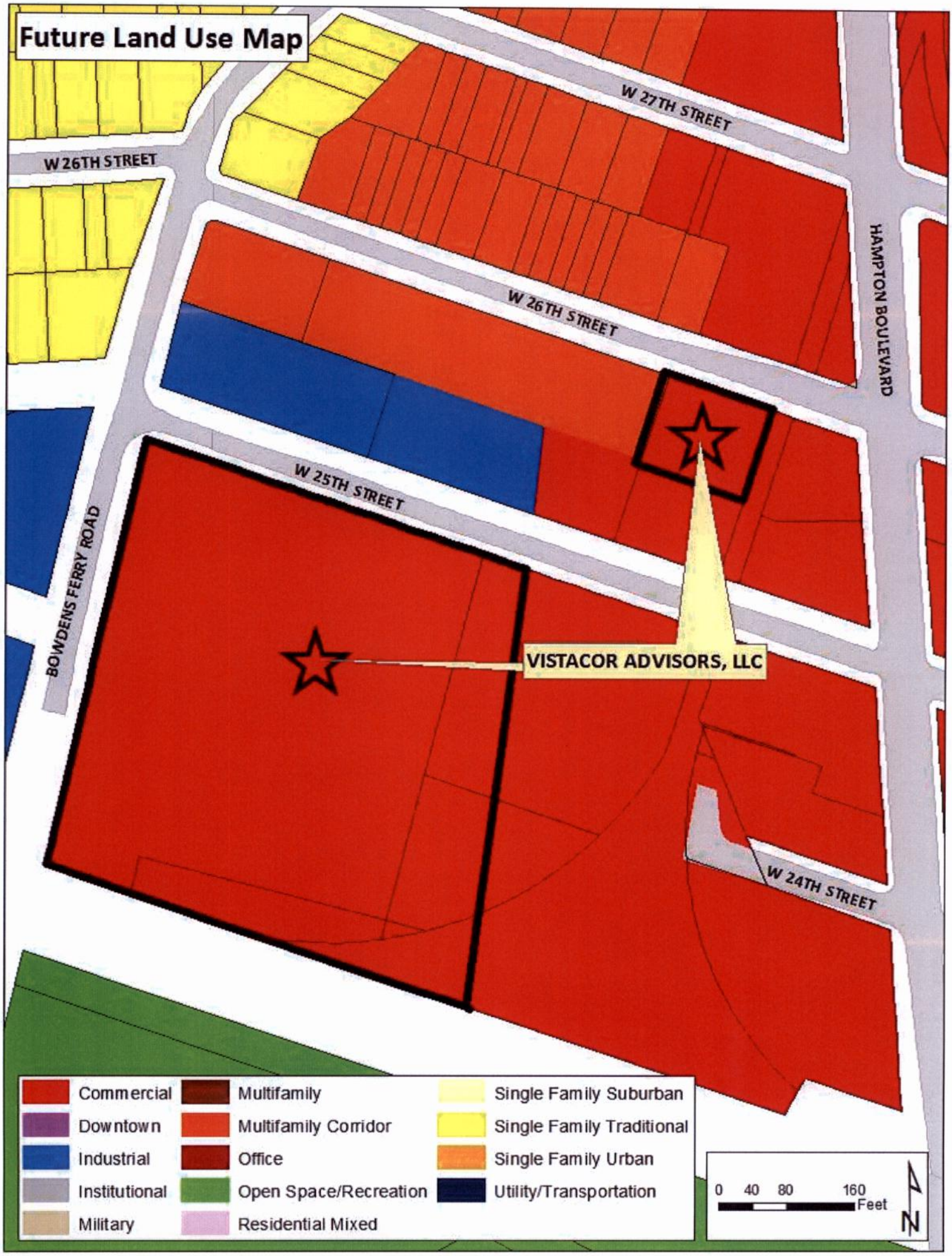
Future Land Use Map
W 27TH STREET
W 26TH STREET
W 26TH STREET
HAMPTON BOULEVARD
W 25TH STREET
BOWDENS FERRY ROAD
VISTACOR ADVISORS, LLC
W 24TH STREET
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
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Feet
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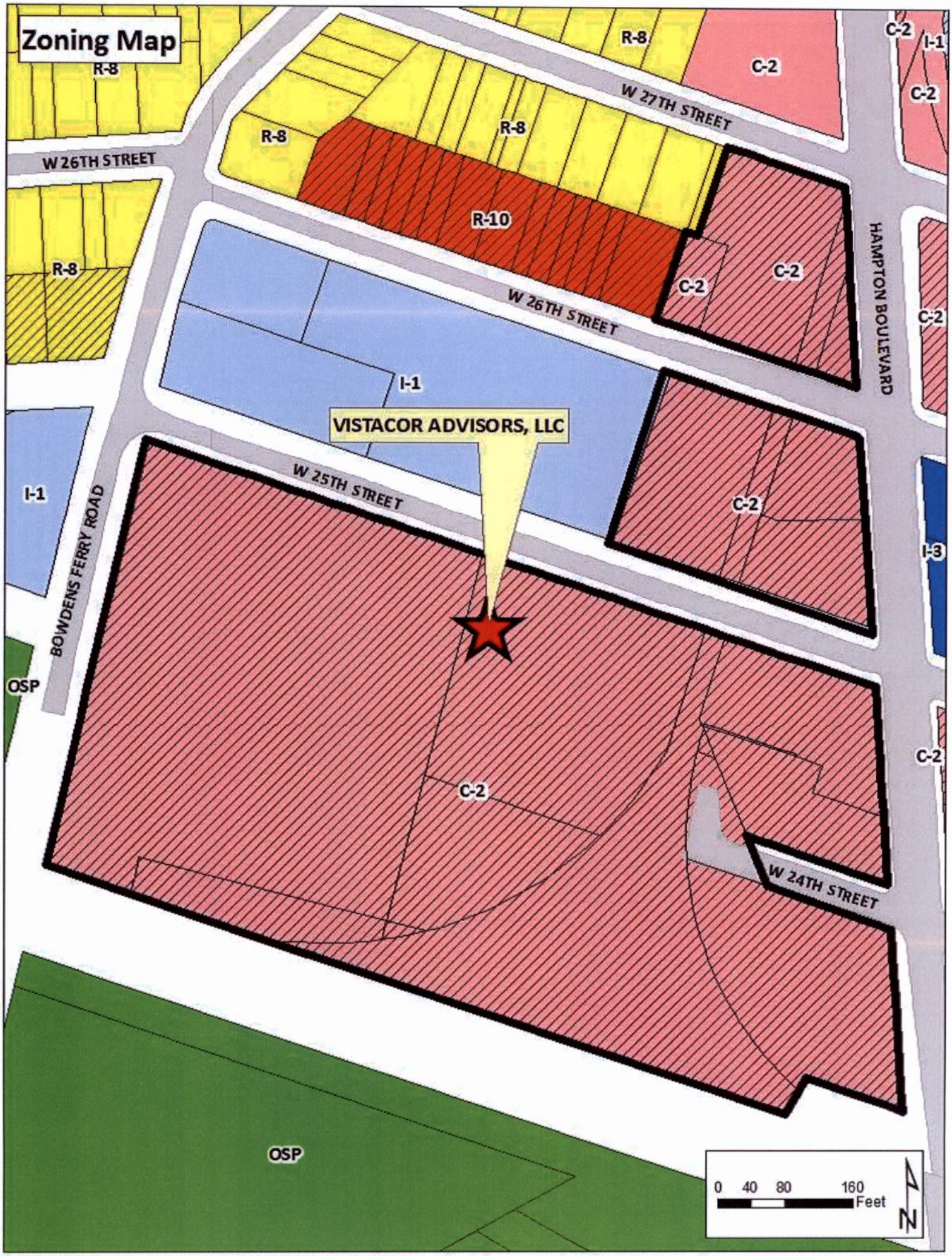
Zoning Map
R-8
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I-1
I-3
OSP
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W 27TH STREET
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BOWDENS FERRY ROAD
VISTACOR ADVISORS, LLC
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APPLICATION
CONDITIONAL CHANGE OF ZONING

Date of application: January 8, 2016

Conditional Change of Zoning

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

DESCRIPTION OF PROPERTY

Property location: (Street Number) _____ (Street Name) _____

SEE ATTACHED PARCEL LISTING

Existing Use of Property: _____

Current Building Square Footage _____

Proposed Use _____

Proposed Building Square Footage _____

Trade Name of Business (If applicable) _____

APPLICANT

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

1. Name of applicant: (Last) Vistacor Advisors, LLC (First) _____ (MI) _____

Mailing address of applicant (Street/P.O. Box): c/o David P. Clarke 110 Mid-Atlantic Place

(City) Yorktown (State) VA (Zip Code) 23693

Daytime telephone number of applicant (757) 469-6362 Fax ( ) _____

E-mail address of applicant: dclarke@vistacor.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) _____ (First) _____ (MI) ____

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

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of applicant (___) _____ Fax (___) _____

E-mail address of applicant: _____

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) *SEE ATTACHED PARCEL LISTING* (First) _____ (MI) ____

Mailing address of property owner (Street/P.O. box): _____

(City) _____ (State) _____ (Zip Code) _____

Daytime telephone number of owner (___) _____ email: _____

CIVIC LEAGUE INFORMATION

Civic League contact: Lambert's Point Civic League - Thomas Harris, President

Date(s) contacted: Will contact prior to public hearings

Ward/Super Ward information: Ward 2/ Super Ward 7

PROFERRED CONDITIONS

1) All of the exterior elevations shall be developed generally in conformance with the elevations to be prepared, titled and dated by Guernsey Tingle Architects, marked as " Exhibit A", and attached prior to the hearing.

2) The site shall be developed generally in conformance with the attached conceptual site plan entitled Vistacor Advisors, LLC, prepared by Guernsey Tingle Architects, dated January 8, 2016, and attached hereto as "Exhibit B", subject to any revisions that may be required by the City as part of the Site Plan Review process or as part of the ARB review process as described in condition (a) above.

3)

4)

5)

6)

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

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

Street Closure Application
Page 2

(Zoning) C-2 (Land Area in acres or square feet) See attached plan

Please describe the reason for requesting the closure:

Closure of this portion of W. 24th Street is requested to allow redevelopment of this area in accordance with a conditional rezoning application and proposed conceptual plan submitted on even date herewith.

List each **adjacent property owner** (print owner name and address) with signature of consent for the closure request. Use additional paper if needed:

Property Owner: **2401HB LLC**
By: Peter M. Meredith Jr., Manager / [signature]
Print Name / Signature
Address: 2401 Hampton Boulevard

Property Owner: **The Nancy B. Hall Revocable Trust**
By: Victoria S. Coleman / [signature]
Print Name / Signature
Address: 2315 Hampton Boulevard

Property Owner: **The Nancy B. Hall Revocable Trust**
By: Victoria S. Coleman / [signature]
Print Name / Signature
Address: 1217 W. 25th Street

Property Owner: **City of Norfolk, By:** / _____
Print Name / Signature
Address: 1250 W. 24th Street

Property Owner: _____ / _____
Print Name / Signature
Address:

Property Owner: _____ / _____
Print Name / Signature
Address:

CIVIC LEAGUE INFORMATION

Civic League contact: Lamberts Point Civic League - Mr. Thomas Harris, President

Date(s) contacted: Will contact prior to public hearings

Ward/Super Ward information: Ward 2 / Super Ward 7

REQUIRED ATTACHMENTS

- ✓ Check for $105.00 made payable to: Treasurer, City of Norfolk.
- ✓ Two 8½ x14 inch copies of house plat or survey showing portion of right of way requested to be closed.
- ✓ Title Search of right-of-way to be closed.
- ✓ Appraisal of right-of-way to be closed, *conducted by MAI appraiser*, if necessary.

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised July, 2013)

Westside Place- Parcel Listing

Address	Current Owner	Acres	GPIN	Existing Use	Zoning	plaNorfolk2030 Designation	Exist. s.f. Building	Proposed Use	Proposed Building s.f.
2315 Hampton Boulevard	The Nancy B. Hall Revocable Trust	1.0438	1428557373	Industrial	I-3	Commercial	27,768	Commercial/ Mixed Use	See Concept Plan
1217 W. 25th Street	The Nancy B. Hall Revocable Trust	2.0157	1428553379	Industrial	I-3	Commercial/ Industrial	N/A	Commercial/ Mixed Use	See Concept Plan
1225 W. 25th Street	The Nancy B. Hall Revocable Trust	0.58	1428553428	Industrial	I-3	Industrial	8,400	Commercial/ Mixed Use	See Concept Plan
1221 W. 25th Street	The Nancy B. Hall Revocable Trust	1.5916	1428555743	Industrial	I-3	Industrial	N/A	Commercial/ Mixed Use	See Concept Plan
1215 W. 25th Street	The Nancy B. Hall Revocable Trust	0.001	1428555684	Industrial	I-3	Industrial	N/A	Commercial/ Mixed Use	See Concept Plan
2330 Bowdens Ferry Road	Moses Industries II, LLC	4.428	1428458694	Industrial	I-3	Industrial	22,921	Commercial/ Mixed Use	See Concept Plan
1209 W. 26th Street	K&C Shelf Corporation Seventy	0.654	1428555966	Industrial	I-1	Multifamily/ Commercial	3,202	Commercial/ Mixed Use	See Concept Plan
2501 Hampton Boulevard	HAPRAH, L.L.C.	0.3349	1428556895	Industrial	I-1	Commercial	4,147	Commercial/ Mixed Use	See Concept Plan
2419 Hampton Boulevard	HAPRAH, L.L.C.	0.5675	1428557665	Industrial	I-3	Commercial	14,415	Commercial/ Mixed Use	See Concept Plan
2401 Hampton Boulevard	2401HB LLC	0.4248	1428556586	Industrial	I-3	Commercial	18,376	Commercial/ Mixed Use	See Concept Plan

GENERAL NOTES

1. THE PROPERTY SHOWN HEREON APPEARS TO FALL INSIDE: ZONES X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), X (SHADED/AREAS OF 0.2% ANNUAL CHANCE FLOOD), AND AE (0.7 AS/SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR THE CITY OF NORFOLK, VIRGINIA, COMMUNITY PANEL NO. 510104 0080 F, MAP REVISED SEPTEMBER 2, 2009, AND 510104 0133 G, MAP REVISED: DECEMBER 16, 2014. FLOOD ZONE DETERMINATION IS BASED ON F.I.R.M. AND DOES NOT IMPLY THAT THIS PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. CONTACT THE LOCAL COMMUNITY FLOOD OFFICIAL TO CONFIRM THE ABOVE INFORMATION. FLOOD ZONE INFORMATION WAS SCALED FROM F.E.M.A. F.I.R.M. TIMMONS GROUP IS NOT A PARTY IN DETERMINING THE REQUIREMENTS FOR FLOOD INSURANCE ON THE PROPERTY SHOWN HEREON.
2. THE MERIDIAN SOURCE OF THIS SURVEY IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83/94 HARN.
3. THIS SURVEY DOES NOT GUARANTEE THE EXISTENCE, SIZE OR HORIZONTAL LOCATION OF ANY UNDERGROUND UTILITIES. THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY WERE ESTABLISHED USING ABOVE GROUND STRUCTURES (VALVES, MANHOLES, ETC.) AND AVAILABLE UTILITY MAPS OBTAINED FROM UTILITY COMPANIES AND LOCAL GOVERNMENTAL AGENCIES. NO GUARANTEE IS MADE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT/REPORT AND MAY NOT SHOW ANY/ALL ENCUMBRANCES ON THE PROPERTIES SHOWN HEREON.
5. OWNERSHIP OF THIS AREA IS UNDETERMINED. REFER TO INSTR. NO. 040046836. THIS PARCEL WAS EXCEPTED FROM THE CONVEYANCE OF THE SURROUNDING PARCEL. AREA = 4,233 SQ. FT. / 0.096 AC.
6. THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF SHOWING BOUNDARY LINES AND POSSIBLE ENCROACHMENTS ONLY. NOT ALL PHYSICAL FEATURES WERE LOCATED AS PART OF THIS SURVEY.
7. TOTAL AREA ENCOMPASSED WITHIN THIS BOUNDARY SURVEY: 655,489 SQ. FT. / 15.046 AC.

PROPERTY INFORMATION

GPIN	ACCOUNT	CURRENT OWNER	SOURCE DEED	AREA
1428666743	14103460	NANCY B. HALL, TRUSTEE	INSTR. 040046836	69,781 SQ. FT. / 1.602 AC
1428663428	14103461	NANCY B. HALL, TRUSTEE	INSTR. 120060932	26,712 SQ. FT. / 0.613 AC
1428663379	32268280	NANCY B. HALL, TRUSTEE	INSTR. 040046836	53,772 SQ. FT. / 1.221 AC
1428667373	33008200	NANCY B. HALL, TRUSTEE	INSTR. 040046836	41,027 SQ. FT. / 0.942 AC
1428666664	33007900	NANCY B. HALL, TRUSTEE	INSTR. 040046836	430 SQ. FT. / 0.010 AC
1428667118	32269250	N.R.H.A.	INSTR. 100016578	4,206 SQ. FT. / 0.097 AC.
1428668188	42686100	N.R.H.A.	INSTR. 100002835	24,540 SQ. FT. / 0.563 AC
1428668188	30809602	N.R.H.A.	UNKNOWN	5,512 SQ. FT. / 0.127 AC
1428660149	30809478	N.R.H.A.	INSTR. 050012191	16,243 SQ. FT. / 0.373 AC
1428666637	32269232	N.R.H.A.	INSTR. 050002837	5,261 SQ. FT. / 0.121 AC
1428667006	33379900	N.R.H.A.	INSTR. 050002837	11,560 SQ. FT. / 0.265 AC
1428667132	42213900	CITY OF NORFOLK	INSTR. 070039439	3,767 SQ. FT. / 0.086 AC
1428666675	78918800	CITY OF NORFOLK	D.B. 1614, P. 675	6,627 SQ. FT. / 0.152 AC
1428666666	00003482	K&C SHELF CORP. SEVENTY	INSTR. 060016116	27,212 SQ. FT. / 0.625 AC
1428660056	43114802	25TH STREET STORAGE, LLC	INSTR. 070040355	26,694 SQ. FT. / 0.613 AC
1428663024	30809479	HAMPTON DASH 2 EAT LLC	INSTR. 050012191	76,764 SQ. FT. / 1.763 AC
1428666664	44720400	MOSES INDUSTRIES II LLC	INSTR. 050014991	164,794 SQ. FT. / 4.472 AC
1428666686	20632800	2401HB LLC	INSTR. 110016617	18,589 SQ. FT. / 0.427 AC
1428666686	29467500	HAPRAH, LLC	INSTR. 080027150	13,653 SQ. FT. / 0.313 AC
1428667665	33008702	HAPRAH, LLC	INSTR. 080027150	24,766 SQ. FT. / 0.567 AC

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	15.79'	10.07'	90°25'00"	N63°22'15"E	14.19'
C2	10.00'	11.87'	6.71'	67°41'32"	S37°34'29"E	11.14'
C3	387.80'	405.54'	222.37'	58°24'37"	S48°57'22"W	388.20'
C4	305.49'	224.33'	117.49'	42°04'58"	N37°23'32"W	219.32'
C5	466.86'	47.02'	23.52'	04°06'33"	N01°33'26"W	47.01'
C6	654.54'	159.50'	80.15'	13°57'43"	N09°14'46"E	159.16'
C7	1443.30'	119.65'	59.86'	04°44'59"	S88°29'45"E	119.61'
C8	398.38'	96.06'	48.26'	13°48'56"	S87°12'46"E	95.83'
C9	1423.30'	115.26'	57.65'	04°38'25"	S88°26'25"E	115.26'
C10	378.38'	89.23'	44.82'	13°30'48"	S87°21'53"E	89.02'

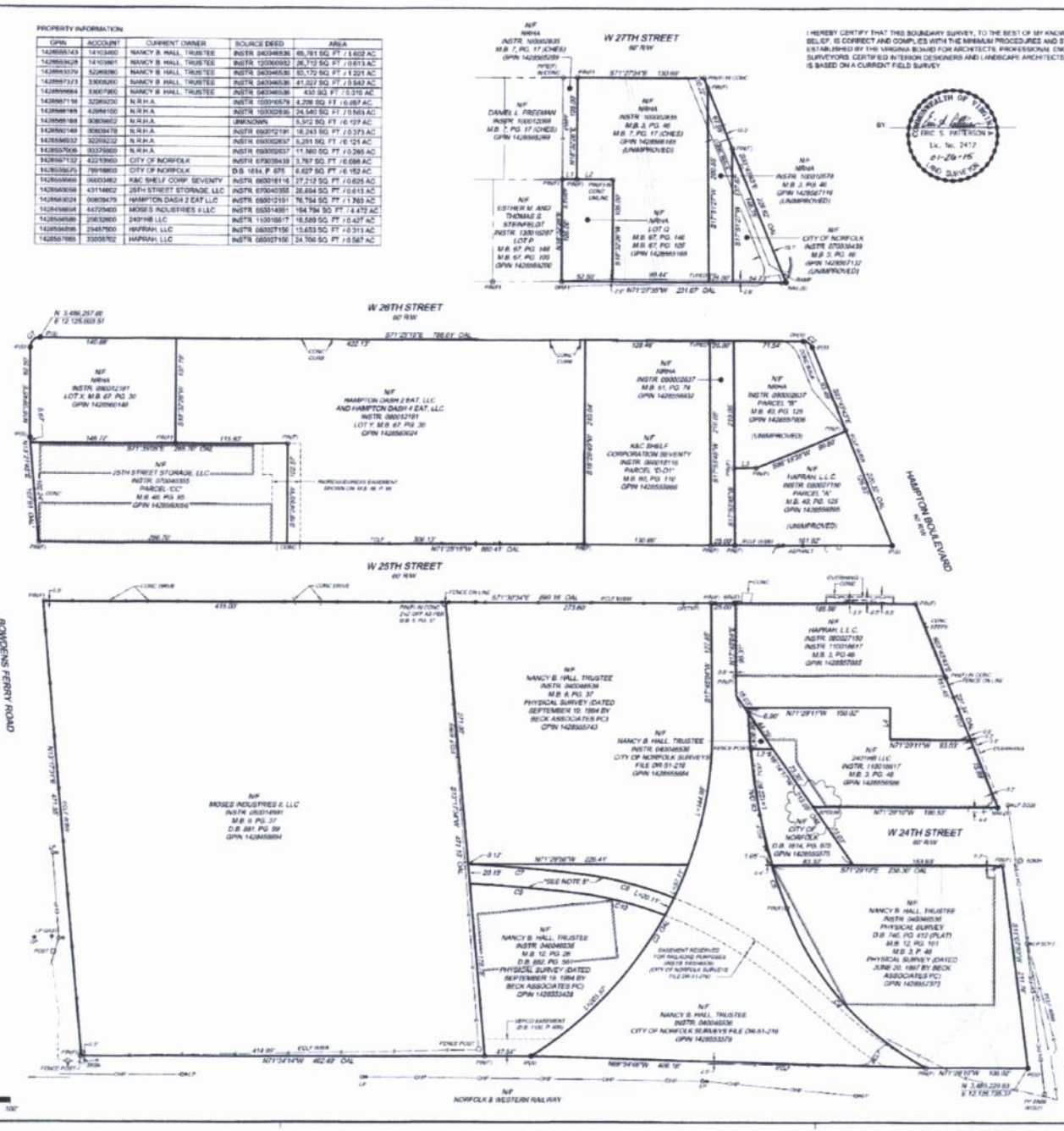
LINE TABLE

LINE	BEARING	LENGTH
L1	S71°27'34"E	15.00'
L2	N71°27'34"W	37.50'
L3	N72°08'15"W	22.30'
L4	N18°30'49"E	32.46'
L5	N71°33'56"W	23.02'

LEGEND & ABBREVIATIONS

BW	BARBED WIRE
CLF	CHAINLINK FENCE
CONC	CONCRETE
N/F	NOW OR FORMERLY
LP	LIGHT POLE
PP	POWER POLE
SDMH	STORM DRAIN MANHOLE
TYP	TYPICAL
W/	WITH
OHP	OVERHEAD POWER
OHP/C	OVERHEAD POWER & CABLE
OHT	OVERHEAD TELEPHONE
	BUILDING

SCALE 1"=50'



I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS. THIS SURVEY IS BASED ON A CURRENT FIELD SURVEY.

BY: _____
ERIC S. PATTERSON
Lic. No. 2412
01-26-15
LAND SURVEYOR

BOUNDARY SURVEY OF WESTSIDE PLACE

NORFOLK, VIRGINIA

FOR

VISTACOR ADVISORS, LLC

Date: JAN 26, 2015	Scale: 1"=50'
Sheet 1 of 1	J.N.: 36199
Drawn by: KNT/JLE	Checked by: ESP
Revised:	

THE DRAWING PREPARED AT THE HAMPTON ROADS OFFICE
208 Golden Oak Court, Suite 250, Virginia Beach, VA 23452
TEL 757.312.4875 FAX 757.340.1415 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS

TIMMONS GROUP

R:\36199\36199-Westside_Place\DWG\36199V-PLAT3NEW.dwg | Plotted on 1/26/2015 2:42 PM | by Lisa Lowe

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, January 13, 2016 12:07 PM
To: 'lambertsptcivicleague@hotmail.com'; 'reggie.king@gmail.com'; 'president@westghent.net'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Pollock, Susan
Subject: new Planning Commission application - Hampton Blvd, W 25th St , W 26th St, Bowdens Ferry Rd
Attachments: Vistacor.pdf

Mr. Harris, Mr. King, Mr. Lowe

Attached please find the application for a change of zoning to modify the conditions on property zoned conditional C-2 (Corridor Commercial) district at 2315, 2401, 2419, 2501, 2517 2601, 2605, and 2613 Hampton Boulevard, 1250 West 24th Street, 1215, 1217, 1221, and 1225 West 25th Street, 1204, 1207 and 1209 West 26th Street, and 2330 Bowdens Ferry Road.

The purpose of this request is to allow for a modification to the site layout.

The item is tentatively scheduled for the February 25, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Susan Pollock Hart at (757) 664-4765, susan.pollock@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

City of NORFOLK

C: Dir., Department of Development

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

From: Charles E. Rigney, Sr., Director of Development

Subject: An ordinance approving a land disposition and development contract with Ocean View Properties, Inc.

Reviewed: Peter Chapman, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **PH-7**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Ocean View Properties, Inc.

III. **Description:**
This agenda item is an ordinance to approve a land disposition and development contract with Ocean View Properties, Inc. for two parcels of land consisting of a total of 3.7 acres, more or less, and located at 719 E. Ocean View Avenue.

IV. **Analysis**
- Parcels include the former Ramada Inn site and Senior Center in Ocean View.
- Apartment style development – 145 units that will provide quality, affordable housing in Ocean View and additional support for existing and future commercial development in the area.
- Project is consistent with plaNorfolk2030 objectives.

V. **Financial Impact**
The sale of this property would place it back on the tax rolls and provide quality, affordable housing in Ocean View. The sales price is $1.285 million.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Department of Development, City Attorney's Office and the City Manager's office.

Supporting Material from the City Attorney's Office:

- Ordinance
- LDDC
- Exhibits

3/3/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Department of Development

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LAND DISPOSITION AND DEVELOPMENT CONTRACT WITH OCEAN VIEW PROPERTIES, INC. FOR TWO PARCELS OF LAND CONSISTING OF A TOTAL OF 3.7 ACRES, MORE OR LESS, AND LOCATED AT 719 E. OCEAN VIEW AVENUE.

- - -

WHEREAS, the City of Norfolk desires to see a project of specific size, high quality design, and quality materials constructed by private developers on those certain parcels of real property owned by the City and consisting of 3.7 acres, more or less, including all buildings, structures and improvements thereon, located at 719 E. Ocean View Avenue in the City of Norfolk (the "Property"); and

WHEREAS, negotiations between the City and Ocean View Properties, Inc. (the "Developer") resulted in that certain Land Disposition and Development Contract for the sale of certain property, which was approved by Council on March 18, 2014, but market and other outside factors have caused the parties to renegotiate the terms and conditions of that agreement; and

WHEREAS, the parties wish to amend and restate their agreement to provide for the Developer to construct, furnish and equip a multi-story, multi-building apartment project on the

Property consisting of 120-150 residential units, with related parking, recreation, and leasing/management office facilities; now, therefore

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

Section 1:- That the terms and provisions of the Land Disposition and Development Contract between the City of Norfolk, as seller, and Ocean View Properties, Inc. ("Developer"), as purchaser, a copy of which is attached hereto, under which the City of Norfolk agrees to sell to Developer those certain parcels of land consisting of 3.7 acres, more or less, and located at 719 E. Ocean View Avenue, and Developer agrees to construct on the property approximately 120-150 residential units, with related parking, recreation, and leasing/management office facilities, upon the terms and conditions set forth therein, are hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Land Disposition and Development Contract on behalf of the City and do all things necessary and proper to carry out the terms of the Land Disposition and Development Contract.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Land Disposition and Development Contract as he may deem necessary to carry out the intent of the Council subject to the approval for form and correctness by the City Attorney.

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

LAND DISPOSITION AND DEVELOPMENT CONTRACT

BY AND AMONG

THE CITY OF NORFOLK, VIRGINIA

AND

OCEAN VIEW PROPERTIES, INC.

Article I	-	DEFINITIONS OF TERMS	3
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Exhibit "A"	-	PLAT	
Exhibit "B"	-	DEVELOPER'S PROPOSAL	
Exhibit "C"	-	SIDEWALK SPECIFICATIONS	

LAND DISPOSITION AND DEVELOPMENT CONTRACT

THIS LAND DISPOSITION AND DEVELOPMENT CONTRACT ("Contract"), is made as of the __ day of _____, 2016, by and between the CITY OF NORFOLK, VIRGINIA ("City"), a municipal corporation of the Commonwealth of Virginia, and OCEAN VIEW PROPERTIES INC, a Virginia corporation ("Developer"). The parties to this Contract may be referred to herein collectively as the "Parties" or individually as the "Party".

RECITALS:

A. Under the leadership of the City Council of the City of Norfolk, the City has embarked on a plan to maintain, retain, improve and expand residential developments in the City, to cooperate in projects that increase both temporary construction and permanent jobs in the City, and to provide catalysts for neighborhood stability, which enhances quality of life in the City.

B. The City desires to see a project of specific size, high quality design, and quality materials constructed by private developers on those certain parcels of real property owned by the City and consisting of 3.7 acres, more or less, including all buildings, structures and improvements thereon (the "Property"), which property is shown on the plat attached hereto as Exhibit "A".

C. Negotiations by the Parties resulted in that certain Land Disposition and Development Contract for the sale of certain property, which was approved by Council on March 18, 2014, but market and other outside factors have caused the parties to renegotiate the terms and conditions of that agreement.

D. Accordingly, the parties wish to amend and restate their agreement to provide for the Developer to construct, furnish and equip a multi-story, multi-building apartment project on the Property consisting of 120-150 residential units, with related parking, recreation,

and leasing/management office facilities (the "Project"). The Project is described in detail in Developer's Proposal, as hereinafter defined, a copy of which is attached hereto as Exhibit "B". In the event of a conflict between the terms of this Agreement and the terms of the Developer's Proposal, the terms of this Agreement shall govern.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, the Deposit which has been received by City and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS OF TERMS

When used in this Contract with an initial capital letter or letters, each of the following terms shall have the meaning set forth below.

(a) "Affiliate" of Developer means any legal entity, which controls, is controlled by, or is under common control with another entity with the Developer.

(b) "City" means the City of Norfolk.

(c) "Substantially Complete" or "Substantial Completion" means, with respect to the Project, the date when the construction of the building (s) is sufficiently completed so as to permit use of the building(s) for the purposes for which it was intended and a certificate of occupancy has been issued for all the component uses, which date may precede the full completion of all punch-list items, landscaping and similar design and development functions.

(d) "Contractors" means the general contractors and subcontractors for construction of the Project.

(e) "Deposit" means the sum of Five Thousand and 00/100 Dollars ($5,000.00) to be paid by Developer to City at the time of execution of this Contract.

(f) "Developer's Proposal" means Developer's unsolicited proposal to the City regarding the Project, such proposal, as amended, having been accepted by the City.

(g) "Development Budget and Timeline" means a budget and timeline, prepared by Developer and approved by the City pursuant to Section 2.10 hereof, for development of the Project on such schedule as is reasonably required to achieve the Construction Completion Deadline, as hereinafter defined, set forth in Section 2.10 hereof.

(h) "Due Diligence Period" means the one hundred twenty (120) day period more fully described in Section 2.1.

(i) "Financing Commitment" means a commitment or commitments reasonably satisfactory to the City, which has or have been accepted by Developer from one or more equity investors or institutional lenders who are approved by the City, to finance the construction of the Project. In order to constitute a Financing Commitment under this definition, a commitment must be duly authorized by the issuer, and must be in substantially the same form and level of detail typically utilized by a prospective lender or investor in similar transactions, including requirements for Closing, as hereinafter defined, and conditions thereof; and, in the case of loan commitments, setting forth the proposed principal amount, interest rate, amortization terms, collateral or guaranty requirements, maturity date, improvements to be constructed, and the expiration date of the commitment.

(j) "Outside Closing Date" means thirty (30) days after Developer has received all permits and approvals required to start construction but in no event later than March 31, 2017.

(k) "Purchase Price" means the sum of One Million Two Hundred Eighty-Five Thousand and 00/100 Dollars ($1,285,000.00).

(l) "Unavoidable Delay" means a delay due to war, riots, civil commotion, strikes, labor disputes, embargoes, natural disaster, Acts of God or any other cause or contingency similarly beyond the control of the Parties or the Contractors.

ARTICLE II
AGREEMENT TO CONVEY AND DEVELOP PROPERTY

Section 2.1. "As Is", Development, Design and Construction of Project.

The City will convey Property to Developer by special warranty deed which shall be good and marketable and free of any liens, encumbrances, or other title defects which would prohibit or impair the use of the Property for the purposes contemplated by this Contract. Subject to Section 8.3, the Developer shall be granted an easement for ingress and egress over the front portion of the parcel known as the "Senior Center Parcel" in the location show on Exhibit A as "Access Easement." Within sixty (60) days after the date of this Contract, Developer, at its expense, shall obtain a commitment for title insurance on the Property. Developer shall provide a copy of such title report/commitment to the City along with any objections thereto within fifteen (15) business days after Developer's receipt of such report/commitment. The City shall have a reasonable time to cure any title defects which are not acceptable to Developer and/or its lender. The foregoing notwithstanding, the City shall have the option of declining to cure any defect by providing written notice thereof to Developer within sixty (60) days after receipt of written notice of such defect and a copy of Developer's title commitment, and, if the City does decline to cure any defect or does not cure any defect that it has agreed to cure, the Developer shall have the right to terminate this Contract at any time prior to the expiration of the Due Diligence Period and to receive the return of the Deposit as its exclusive remedy for termination of this Contract and any related claim. Developer will accept the Property from the City, subject to the terms and conditions hereinafter set forth. Except as expressly set forth in this Contract, Developer is accepting the use

and conveyance of the Property "as is." Developer shall have one hundred twenty (180) days after the date of execution of this Contract to obtain the necessary information, assessments, studies, and the like which are necessary to determine if Developer wants to proceed with construction of the Project and to exercise its rights of entry under Section 4.1 hereof (the "Due Diligence Period"). In the event Developer determines the Property is unsuitable for constructing the Project, its sole remedy shall be return of its Deposit and termination of this Contract, which termination may be effected by giving written notice thereof to the City in accordance with the terms hereof prior to the end of the Due Diligence Period. Each Party shall be responsible for its costs of closing. Title to the Property will not be conveyed before the Developer closes on the financing for the construction of the Project and the terms and the source of the financing are acceptable to the City. Developer shall be responsible for any demolition.

Section 2.2. Restrictive Covenants.

The restrictive covenants contained in this Section 2.2 ("Restrictive Covenants") are intended and designed to operate as covenants binding upon Developer and its Affiliates and their successors and assigns. The Restrictive Covenants are intended for the benefit of the Property provided that only the City and any successor or assignee of the City that is a local governmental agency and the United States of America, with respect to Subsection 2.2(d), shall have the right, power and authority to enforce the Restrictive Covenants; and provided, further, that the City shall have the right, power and authority (without the necessity of obtaining the consent of Developer) to waive compliance by Developer with any of the Restrictive Covenants whenever it makes a determination, in its reasonable discretion, that such non-compliance or default does not materially interfere with the objectives of the City with regard to development. In addition to, but not in lieu of, any other right or remedy for breach of any one or more of the Restrictive Covenants, the City

shall be entitled to seek injunctive relief, without necessarily showing monetary or special damages and without posting bond or security for a bond for the award of a permanent injunction. The violation of any of the foregoing covenants, and the exercise of any right or remedy for breach of any of such covenants, shall not destroy, impair or otherwise affect the lien of any recorded instrument given by Developer to secure repayment of a loan or loans made for the purpose of providing funds for improving the Property. The Parties recognize that the development and operation of the Property in a manner which is in the best interest of both Parties may from time to time require the confirmation, clarification, amplification or elaboration of the Restrictive Covenants in order to deal adequately with circumstances, which may not now be foreseen or anticipated by the Parties. The Parties, therefore, reserve unto themselves the right to enter into such interpretive, implementing, amendatory or confirmatory agreements from time to time as they may deem necessary or desirable for any such purpose without obtaining the consent or approval of any person not a party to this Contract, except as may be expressly otherwise provided in this Contract.

The City has determined, in the exercise of its legislatively delegated discretion, that in order to carry out the objective of maintaining, retaining, improving and expanding existing development, and to set a prevailing high standard in aesthetics, public policy is best served by the imposition of conditions and restrictions upon the improvement, use, and maintenance of vacant land which is intended for development by private enterprise. To that end, it is hereby specified that, as part of the consideration for this transaction, the use of the Property to be conveyed is expressly subject to the following covenants, restrictions, limitations and conditions, which are to be imposed as covenants running with and binding upon the aforesaid Property and Project:

(a) The Property and Project shall not be used for industrial purposes, with the exception of parking, but shall initially be used for and, for at least a period of forty (40) years from the date of Closing, shall continue to be used for residential, retail or mixed use commercial purposes.

(b) There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or occupancy of the Property or Project is restricted upon the basis of race, creed, color, religion, sex, national origin, disability or familial status.

(c) Developer will comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, religion, sex, national origin, disability or familial status in the leasing or occupancy of the Property, or any improvements thereon, including the Project.

(d) Developer agrees, on its own behalf and on behalf of its successors and assigns, not to discriminate upon the basis of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, rental, use or occupancy of the Property or any improvements thereon, including the Project. This covenant being given for the benefit of the public, the United States of America is expressly recognized as a beneficiary thereof and is entitled to enforce it for its own benefit or that of the public.

(e) Coal shall not be used for heating or developing fuel or for any other operation on the Property.

(f) Any land area within the Property not occupied by structures, hard surfacing, or vehicular driveways shall be kept planted with grass, trees and plants and/or shrubbery and shall be maintained in a healthy condition and neat appearance. In the event of a

default by Developer, its successors and/or assigns, in the planting and/or maintenance obligations set forth in this Section 2.2(f), which default continues for a period of ten (10) business days after receipt by Developer of written notice thereof by Developer, the required planting and maintenance work may be completed by the City at the sole cost and expense of Developer, its successors and assigns, from time to time and in keeping with this covenant, and Developer shall reimburse City for the costs thereof within thirty (30) days after receipt of an invoice therefor.

(g) Developer agrees, on its own behalf and on behalf of its successors and assigns, that the Project and its appurtenant premises will be maintained in a first class and sound condition and with a neat and well maintained appearance. Necessary repairs, maintenance and upkeep of the Project will be performed so as to preserve the attractive appearance, physical integrity, and the sanitary and safe condition of the buildings and other improvements. In the event of a default by Developer, its successors and/or assigns, in the repair, maintenance and/or upkeep obligations set forth in this Section 2.2(g), which default continues for a period of thirty (30) days after receipt of written notice thereof by Developer, the required repairs, maintenance and/or upkeep may be completed by the City at the sole cost and expense of Developer, its successors and assigns, from time to time and in keeping with this covenant, and Developer shall reimburse City for the costs thereof within thirty (30) days after receipt of an invoice therefor.

(h) All exterior walls shall be constructed of permanent materials impervious to deterioration in appearance, such as stone, exposed aggregates, brick, block, pre-cast panels, glass, hardiplank, or EFIS (exterior finishing insulation systems). All roof structures and appurtenances in excess of six (6) inches in diameter and twelve (12) inches in height shall be

shielded or screened from observation from the same elevation. Such shielding or screening shall be with materials compatible and in harmony with the roof and/or side walls.

(i) Any service area, facility or equipment located on that side of the Project site which is adjacent to a public right-of-way is to be enclosed or adequately screened. The materials used for the enclosures and screens shall be consistent with the design of the Project.

(j) No landscaping, improvements or structures, whether temporary or permanent in nature, shall be constructed, commenced or erected on the Property unless and until the plans, working drawings, specifications and materials therefor have been approved in writing by the City.

(k) Gas, electric and other utility services shall be underground to the Project from the main distribution. No utility line or connection to any utility line at or above ground level shall be permitted.

(l) The covenants under Subsections (a), (e), (f), (g), (h), (i), (j) and (k) shall expire forty (40) years after the date of this Contract.

It is intended and agreed hereby that the Restrictive Covenants under this Section 2.2 shall be covenants running with the land and that they shall in any event, and without regard to technical classification or designation, legal or otherwise be binding upon the City and Developer, and its successors and assigns, as the case may be.

Section 2.3. Title Insurance.

At Closing, Developer shall obtain, at its expense, an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price or such other amount as required by its lender.

Section 2.4. Design of Project.

In accordance with Section 2.7 below, the design and materials of the Project shall be subject to review and approval by the City's Design Review Committee and the City's Planning Commission. The Project will consist of the buildings, facilities and elements described in Developer's Proposal. The design of the apartments to be constructed on the Property and the construction materials used within will be of at least the same or similar quality of other first class residential projects approved by the City on property formerly owned by the City.

Developer shall submit the preliminary plans to the Planning Director (a) when design is approximately 10% complete, (b) when the design is 30% complete, (c) when the design is 90% complete, and (d) when the design is sufficiently complete such that Developer's contractor can proceed with construction (the "Final Plans"). Developer may not proceed with construction until the Final Plans for the Project are approved by the Planning Commission and, in order to enforce this Section 2.4, the City shall be entitled to seek injunctive relief without the necessity of showing monetary or special damages and without posting bond or security for a bond for the award of a permanent injunction. The City's review will include confirmation that the design at the 90% stage and the Final Plans are in substantial conformance with the previous plans provided or properly modified in accordance with this Contract. Notwithstanding the foregoing, upon prior written notice to the City setting forth in detail the changes to be made and the reasons therefor, Developer shall have the right to make changes in the design and construction of the Project to the extent required to meet applicable codes, rules, regulations, statutes and ordinances. Developer must also obtain all other approvals required by the Norfolk City Code and other applicable laws and regulations. If, prior to Closing, Developer, despite using commercially reasonable efforts, is unable to obtain approval by the City of the plans for the Project and all other governmental

approvals and permits required to commence construction of the Project, Developer may terminate this Contract by giving the City written notice thereof prior to the Closing, in which event the City shall refund the Deposit to the Developer.

Section 2.5 Construction and Design of Parking.

Developer shall be responsible for the design, construction, and equipping of the parking areas on the Project in accordance with Developer's Proposal and applicable zoning requirements.

Section 2.6. Relocation and Construction of Utilities.

Developer shall be responsible for the relocation of any utilities which is necessitated by the construction of the Project on the Property and for bringing and connecting utilities to the Project, and all costs thereof shall be paid and borne by Developer. In addition, Developer shall cause all electric, telephone and other utility lines for the Project to be placed underground within public rights of way or utility easements located within the Property lines. City agrees that all utilities are currently at or will be brought to the boundary line of the Property by the City.

Section 2.7. City's Review Procedures.

The City shall review the design submissions within thirty (30) days of its receipt of the same, and shall give written notice to Developer within such thirty (30) day period of its determination that either (a) the same are approved as complete in accordance with the terms of this Contract, (b) that such submissions are incomplete or otherwise fail to comply with the terms of this Contract, and/or (c) that such submissions must be modified. If the City determines that the Project design documents submitted to it hereunder are incomplete or otherwise fail to comply with this Contract or must be modified in accordance herewith, it shall disapprove them or request

such modification and shall, in its notice thereof to Developer, set forth with specificity the reasons for the failure to comply and/or the nature of the modification being requested. After correcting and/or modifying and completing the Project design documents in accordance herewith, Developer shall resubmit the Project design documents to the City within thirty (30) days after such notification from the City. The City shall, within thirty (30) days of the receipt of such revised Project design documents, give notice to Developer whether it approves or disapproves or requires further modification of the Project design documents and, if it disapproves or requests further modifications, it shall set forth the specific reasons for such disapproval or requested modifications in its notice thereof to Developer. Each further revision and resubmission of any of the Project design documents by Developer, and each further review and notice of approval or disapproval or request for modification of any of the Project design documents by the City shall be done or made pursuant to the procedures hereinabove set forth.

Section 2.8. Modifications of Design by Developer.

If Developer wishes to make modifications to the design of the Project, it shall submit such proposed modifications to the City for review and approval. Any such submission shall clearly identify all changes, omissions and additions as compared to the previously approved Project design documents. If the City determines, in its reasonable judgment, that the proposed modifications are acceptable, the City shall so notify Developer, the Project design shall be deemed to incorporate the modifications that have been approved by the City, and Developer shall perform its obligations under this Contract in accordance with the Project design, as modified. If the City determines, in its reasonable judgment, that the proposed modifications are not acceptable, the City shall so notify Developer, specifying in reasonable detail in what respects such proposed modifications are not acceptable, and Developer shall either (a) withdraw the proposed

modifications, in which case construction of the Project shall proceed on the basis of the Project design previously approved by the City, or (b) revise the proposed modifications in response to the City's objections and resubmit such modifications to the City, within thirty (30) days after receipt of such notice of objections, for review and approval.

Section 2.9 Rezoning.

Promptly after the full execution of this Contract by all parties hereto, the Developer shall apply for the rezoning of the Property to a zoning classification that permits the use of the Property as contemplated in the Developer's Proposal. City staff shall assist Developer during the application process. Prior to Closing, the City and Developer will work together to rezone the Property to a zoning classification that permits the use of the Property for the construction and operation of the Project in accordance with the terms hereof.

Section 2.10 Construction Schedule.

Developer shall commence construction of the Project on or before that date which is sixty (60) days after the later of (a) the date of Closing or (b) the date of approval of the Final Plans by the City (the "Construction Commencement Deadline"). Developer shall provide written notice to the City of the date of the commencement of construction within five (5) business days after such commencement. Construction of the Project shall be Substantially Completed in a good and workmanlike manner in accordance with the Final Plans and a Certificate of Occupancy shall have been obtained by Developer no later than that date which is two hundred and seventy (270) days after the date of commencement of construction, subject only to extensions for Permitted Delays, as hereinafter defined (the "Construction Completion Deadline").

Full completion of all punch-list items, landscaping and similar design and development functions for the Project ("Final Completion") by Developer shall occur within two (2) months

following Substantial Completion, subject to Unavoidable Delays. Construction shall be completed by Developer on such schedule as is reasonably required to achieve Substantial Completion prior to the Construction Completion Deadline. Accordingly, at or prior to submission of the plans for final approval by the City, a Development Budget and Timeline shall be furnished by Developer to the City's Director of Development for review and approval by the City.

Promptly after the execution and delivery of this Contract, Developer shall commence and diligently prosecute all investigations, studies, applications, architectural and engineering work, negotiations, letting and execution, as the case may be, of construction, demolition, and utility relocations or abandonment, contracts or commitments, necessary or appropriate for the commencement of construction in accordance with the terms hereof.

Section 2.11. Financing Commitment.

Prior to Closing, Developer shall provide a Financing Commitment to the City, in form and substance satisfactory to the City, evidencing Developer's financial ability to design, construct and equip the Project and thereafter to maintain, operate and lease the same. The City's approval of such Financing Commitment must be in writing and delivered to the Developer prior to Closing. Failure to secure a Financing Commitment satisfactory to the City in accordance with the terms hereof will permit the City to terminate this Contract. Developer's sole remedy shall be the return of the Deposit.

Section 2.12. Failure to Obtain Financing or to Meet Construction Schedule.

In the event that (a) Developer fails to commence construction of any phase of the Project as specified in Section 2.10, or (b) construction ceases for ninety (90) consecutive days (other than, in either case, because of Permitted Delay), except if such cessation is due to,the phased development time periods contemplated in Section 2.10, and if the Developer makes

reasonable effort to recommence construction, then such ninety (90) day period will be extended to one hundred twenty (120) days, the City, shall be entitled, but not obligated, to terminate this Contract upon thirty (30) days written notice to Developer and upon the conclusion of such thirty (30) day period and no cure by Developer, this Contract shall terminate except for the City's remedies as outlined below. In the event a delay in construction of the Project is caused by an Unavoidable Delay, the applicable Construction Commencement Deadline and/or the Construction Completion Deadline shall be extended but only by the number of days of delay caused by such Unavoidable Delay; provided, however, there shall be no extension of the applicable Construction Commencement Deadline and/or the Construction Completion Deadline unless, (x) within five (5) business days after the occurrence of any such Unavoidable Delay, Developer provides written notice to the City of the occurrence of such Unavoidable Delay, (y) within five (5) business days after conclusion of such Unavoidable Delay, Developer provides an additional written notice to the City of the total number of days of such Unavoidable Delay and of the adjusted applicable Construction Commencement Deadline and/or Construction Completion Deadline, and (z) the City agrees to the date(s) of such adjusted Construction Commencement Deadline and/or the Construction Completion Deadline in writing. Any Unavoidable Delay properly documented in accordance with the terms of this Section 2.12 shall be referred to herein as a "Permitted Delay."

In the event this Contract is terminated by the City pursuant to this Section 2.12, the City shall have the right, but not the obligation, to re-enter and take title to the Property, in which event Developer shall immediately execute a deed re-conveying the Property as well as all improvements thereon to the City, subject to any mortgage ("Mortgage") secured by the Project and to which the Property is subject pursuant to the Financing Commitment and further subject to

any tenant leases already in place for premises at the Project; provided the City shall pay for the Property in accordance with Section 9.2 of this Contract. In the event the City has the right to terminate this Contract as provided in this Section 2.12, but does not exercise its right to terminate and the then current phase of the Project is Substantially Completed on a date after the applicable Construction Completion Deadline, then Developer shall pay liquidated damages to the City for such delay for each day between the applicable Construction Completion Deadline and the date the then current phase of the Project is Substantially Completed. The amount of liquidated damages for each day of such delay shall be the difference between real estate taxes that would be payable if the then current phase of the Project had been Substantially Completed on the applicable Construction Completion Deadline and the actual real estate taxes that are assessed for the days between the applicable Construction Completion Deadline and the date the then current phase of the Project is Substantially Completed. Developer agrees this provision is a valid and enforceable liquidated damages provision and the City's Real Estate Assessor's assessment of the amount owed by Developer as liquidated damages shall be accepted by Developer as the proper amount.

Section 2.13. Risk of Loss and Insurance.

After Closing, the Developer shall bear the risk of loss on the Property and all improvements thereon, including the Project. Developer agrees that in the event the Project is partially or fully damaged or destroyed prior to Final Completion of the entire Project and occupancy, Developer shall rebuild the Project at its costs, including the costs of design, construction and equipping same. Failure to commence reconstruction within a reasonable time or failure to complete reconstruction shall entitle City to have the Property reconveyed to City on the terms described in Section 9.2 with respect to a default under Section 2.12(a).

Beginning on the Date of Closing, Developer shall, at its sole expense and cost, keep the Property and all of the improvements, including the Project, on the Property insured, on forms and in companies acceptable to City, for the benefit of Developer and City, in an amount equal to not less than the full insurable value (a) against loss and damage by fire, and (b) against loss or damage from risks covered by standard form of endorsement for use in Norfolk, Virginia. In no event shall the coverage amount be less than the amount it would take to design, construct and equip the Project in the event of partial or complete destruction of the Project. Developer shall maintain such other insurance, including, without limitation, pollution legal liability insurance, as shall be reasonably requested by the City. City shall be named as an additional insured on all policies of insurance until the final certificate of occupancy is issued for the Project.

Prior to Closing, City shall bear the risk of loss of the Property and any existing improvements. However, any improvements thereon are to be demolished by Developer after Closing; therefore loss of all or part of improvements on the Property prior to Closing in no way requires City to rebuild the existing improvements and shall not affect Developer's obligation to close or affect the Purchase Price.

Section 2.15. Sidewalks. The existing sidewalks adjacent to the Property require upgrade and/or construction. Such upgrade and construction shall be the responsibility of Developer at Developer's expense in accordance with the specifications set forth in Exhibit C or, in the absence of such specification in Exhibit C, in accordance with the City's standard specifications for sidewalks.

Section 2.16. Subdivision. Prior to Closing, Developer and the City shall prepare and submit to the appropriate department of City for review and approval a subdivision plat subdividing the City property in order to create the parcel shown on Exhibit A as "Senior Center

Parcel" at the corner of East Ocean View Avenue and Norfolk Avenue and to create the parcel on which the Project's leasing/management office will be constructed. City will cooperate, as landowner, with Developer in connection with the obtaining of such subdivision plat. In the event any variance is required by a City subdivision ordinance for such subdivision plat, City will promptly notify Developer thereof and cooperate, as landowner, with Developer with regard to obtaining any such variance necessary for the approval of the subdivision plat.

ARTICLE III
CLOSING AND PURCHASE PRICE

Section 3.1. Time and Place of Closing.

The closing ("Closing") shall take place at Office of the City Attorney, City Hall, 810 Union Street, Suite 900, Norfolk, Virginia 23510, or at any other location in Norfolk agreed to by the Parties, on a date mutually satisfactory to Developer and the City but in no event later than Outside Closing Date. Time is of the essence.

Section 3.2. Consideration.

In consideration for the City's conveyance of the Property to Developer, Developer shall pay to the City the Purchase Price and Developer shall be obligated to design, construct, and equip the Project on the Property at Developer's sole cost and expense pursuant to the terms of this Contract.

Section 3.3. Conditions of Developer's Obligation to Close.

The obligation of Developer to close hereunder is expressly conditioned upon the fulfillment by and as of the date of Closing of each of the conditions listed below; provided,

however, that Developer, at its election, evidenced by written notice delivered to the City prior to or at the Closing, may waive any or all of the following conditions:

(a) Developer shall have the Due Diligence Period to have an environmental assessment, identification of utilities in, on or affecting the Property, and preliminary engineering and any other tests, studies or investigations done at Developer's costs (the "Assessments"). In the event the Developer determines, based on the Assessments, that the Property is unsuitable for the Project, the Developer's sole remedy is termination of this Contract and return of its Deposit. In no event will the Developer's right to the Assessments or to terminate this Contract based on the Assessments survive Closing. The City shall provide Developer with copies of documents pertaining to the Property, such as title reports or environmental assessment reports, if any, which were generated for the City at the time when City purchased the Property.

(b) All representations, warranties, acknowledgments and covenants made by the City in this Contract shall be true and correct in all material respects and shall continue to be true and correct in all material respects as of the date of Closing.

(c) No laws, statutes, ordinances, governmental orders, regulations, rules or requirements shall have been enacted, adopted, issued or otherwise promulgated, and/or shall be in force, that would prevent the use and development of the Project in accordance with this Contract, the zoning, or in accordance with any related agreements to which the City is a party or to which Developer is a party.

(d) The City shall own fee simple title to the Property.

(e) The Property shall have been rezoned to an appropriate classification in accordance with the provisions of Section 2.9.

Section 3.4. Conditions of City's Obligation to Close.

The obligation of the City to close hereunder is expressly conditioned upon the fulfillment by and as of the date of Closing of each of the conditions listed below; provided, however, the City, at its election, evidenced by written notice delivered to Developer prior to or at the Closing, may waive any or all of the following conditions:

(a) All representations, warranties, acknowledgments and covenants made by Developer in this Contract shall be true and correct in all material respects, and shall continue to be true and correct in all material respects as of the date of Closing.

(b) No laws, statutes, ordinances, governmental orders, regulations, rules or requirements shall have been enacted, adopted, issued or otherwise promulgated, and/or shall be in force, that would prevent the use and development of the Property in accordance with this Contract, the zoning, or in accordance with any related agreements to which the City is a party or to which Developer is a party.

(c) Developer will submit to City in accordance with the City's zoning regulations two copies each of (i) the plan of development for the Project and (ii) the application of the foundation permit for the Project;

(d) Developer shall have obtained a Financing Commitment in a form and on terms satisfactory to the City and in accordance with the terms of Section 2.11 and shall have provided to the City appropriate evidence thereof;

(e) A certificate from the Virginia Board of Contractors or other evidence satisfactory to the City that the General Contractor selected by Developer to construct the Project is a registered contractor in good standing with the Virginia Board of Contractors;

(f) Such other documentation including plans and specifications, schematic drawings and renderings of the Project as may reasonably be requested by City to insure the orderly development of the Property;

(g) City shall have approved the proposed Development Budget and Timeline in accordance with Section 2.10;

(h) City shall have approved the Final Plans in accordance with Sections 2.4 and 2.7;

(i) City shall have received a copy of the executed construction contract;

(j) City shall have received copies of payment and performance bonds each in the amount of the general construction contract for the Project in form and substance acceptable to the City; and

(k) City shall have received proof satisfactory to the City of the insurance required under Section 2.13.

Section 3.5. Failure to Satisfy Conditions.

In the event that any of the conditions of a Party's obligation to close hereunder as set forth in Section 3.3 or Section 3.4 hereof are unsatisfied for any reason, other than as a result of Unavoidable Delay, that Party shall be entitled, but not obligated, to extend the Outside Closing Date by providing written notice to the other Party of such extension and of the duration thereof on or prior to the date of Closing to enable such other Party to satisfy or cause to be satisfied such conditions. If, on the original or any adjourned date of Closing, any condition of the obligation of a Party to close hereunder shall remain unsatisfied and such condition has not been waived by such Party, then such Party shall have the right to terminate this Contract upon thirty (30) days written

notice to the other, and unless, during such thirty (30) days written notice to the other, either (a) the Party entitled to terminate shall waive such conditions(s) as provided above and agree to proceed to Closing hereunder, or (b) the Party entitled to terminate may, by written notice to the other Party, terminate this Contract in which event neither Party shall have any further rights hereunder or obligations to the other of any nature hereunder or by reason hereof, except that with respect to a failure to satisfy any condition of the Closing that results from a Party's default under this Contract, the provisions of this Contract pertaining to such default, and to the Parties' respective rights, remedies and obligations in connection with such default, shall be applicable in addition to, or (in the non-defaulting Party's discretion) as an alternative to, the non-defaulting Party's aforesaid right of termination.

Section 3.6. Deliveries at Closing by City.

At the Closing, City will execute and deliver to Developer the following:

(a) A special warranty deed conveying to the Developer good and marketable fee simple title to the Property free and clear of all liens and encumbrances except those permitted by this Contract and subject to the Restrictive Covenants described in Section 2.2;

(b) A certificate to the effect that the City is not a foreign entity subject to the withholding requirements of the Foreign Investment in Real Property Tax Act;

(c) A certified copy of the ordinance adopted by the City authorizing the conveyance of the Property to Developer pursuant to the terms of this Contract;

(d) A deed of easement for the Access Easement shown on Exhibit B;

(e) Any other document or instrument required hereunder or reasonably requested by Developer or its title insurance company in order to consummate the transactions contemplated herein; and

(f) Any subordination or intercreditor contract reasonably required by Developer's lender.

Section 3.7. Deliveries at the Closing by Developer.

At the Closing, Developer shall execute and/or deliver the following:

(a) Developer shall deliver to the City the Purchase Price minus the Deposit, by wire transfer, cashiers check, or certified funds.

(b) Developer shall deliver to the City evidence reasonably satisfactory to the City that Developer has been validly formed as a corporation, is in good standing, and is qualified to do business in the Commonwealth of Virginia and City of Norfolk.

(c) Developer shall deliver to the City the written opinion of counsel of Developer, in form reasonably satisfactory to the City (assuming that all signatures are genuine, and further assuming that all documents presented to such counsel as copies conform with the originals), stating (1) that Developer is a corporation, duly organized and validly existing under the laws of the State of Virginia; (2) that Developer has the power to enter into the transactions contemplated by this Contract (including, without limitation, entry into this Contract); (3) that all actions by Developer required to be authorized in the transaction contemplated by this Contract have been duly authorized; (4) that this Contract and all documents required to effectuate the transactions contemplated hereby which are to be executed by Developer (including, without limitation, all agreements and instruments to be executed by Developer at the Closing) have been duly executed and delivered by Developer, and constitute binding obligations of Developer, enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganizations, moratoriums or similar laws affecting the enforcement

of creditors' rights generally and by legal and equitable limitation on the enforceability of specific remedies;

(d) Developer shall deliver to the City resolutions of the Developer's Board of Directors ("Board"), authorizing Developer to consummate the transactions contemplated herein, such resolutions to be in form and substance reasonably satisfactory to the City, executed by the Board's President or Vice-President in their respective capacity and accompanied by a certificate executed by the Board' Secretary; and

(e) Developer shall deliver to the City any other document or instrument required hereunder or reasonably requested by the City in order to consummate the transactions contemplated herein, which document or instrument will be in form and substance reasonably acceptable to the City, including, without limitation, proof of insurance required by Section 2.13 hereof.

Section 3.8. Prorations.

Proratable items relating to the Property will be prorated as of the date of Closing.

Section 3.9. Closing Costs.

City is exempt from grantor's tax on the Deed. Developer will pay all other recording taxes and fees in connection with the recordation of the Deed, the cost of its title insurance commitment and policy, the cost of obtaining the survey and any subdivision plat required, and all other costs incurred in connection with its due diligence investigations of the Property. Each Party will pay its respective attorney's fees.

ARTICLE IV
ADDITIONAL COVENANTS

Section 4.1. Right of Entry.

Prior to Closing, Developer and its agents, representatives and contractors will have the right to enter the Property for the purpose of surveying the Property, conducting soil tests and engineering studies and performing such other examinations as Developer deems necessary to determine the suitability of the Property for its contemplated development. Developer will keep the Property free and clear of all mechanics' liens and will indemnify, defend and hold the City harmless from and against any and all claims, liens, liabilities, damages, losses and costs (including reasonable attorneys' fees) arising from the exercise by Developer of its right of entry under this Section. If the Closing does not occur, Developer will repair any damage to the Property caused by Developer's exercise of such right of entry at Developer's sole cost and expense.

Section 4.2 Survey.

Developer shall be responsible for securing a survey of the Property. Such survey shall be conducted by a surveyor acceptable to Developer and the City, and shall be certified to Developer, the City, and the title company furnishing the title commitment to Developer.

Section 4.3. Condemnation.

If before the Closing all or any portion of the Property is taken under the power of eminent domain or is transferred in lieu of such taking and such taking or transfer materially interferes with Developer's contemplated development of the Property, Developer may, at its option, (i) terminate this Contract by notice to the City within thirty (30) days after Developer is notified of such taking or transfer, in which case return of the Deposit shall be the sole and exclusive remedy or (ii) proceed to Closing.

Section 4.4 . Time is of the Essence.

Time is of the essence as to the performance of the terms and conditions of this Contract. To the extent any provisions of this Contract specifically state that time is of the essence,

such specific provisions are not intended to mean that time is not of the essence as to the remaining provisions of this Contract.

Section 4.5. Staging Area and Construction Operations.

City does not have any obligation to Developer and/or its contractor to provide a staging area or any particular construction easements for construction of the Project. Developer shall see that any pile driving and similar construction methods are not started before 7:00 a.m. and cease by 6:00 p.m. on weekdays, and are not started before 9:00 a.m. and cease before 5:00 p.m. on weekends and holidays.

Section 4.6. Improvements to Community Beach Park and City Property.

Developer acknowledges that Community Beach Park, which is a public park located across Ocean View Avenue from the Property (the "Park"), will have a positive impact on the success of the Project. Accordingly, Developer agrees to make such improvements to the restroom facilities and entrances to the restroom facilities as are required to make them compliant with the Americans with Disabilities Act. Further, upon the request of the City, Developer shall construct a retaining wall along Norfolk Avenue at Developer's sole cost and expense. The plans and specifications for the retaining wall shall be subject to the prior written approval of the City.

ARTICLE V
TERM

Section 5.1. Term of Contract.

The term of this Contract shall commence upon the date first entered on this Contract.

ARTICLE VI
PROGRESS REPORTS

In addition to timely construction of the Project, within ten (10) days after receipt of the City's request therefor, Developer shall provide the City with a written progress report that reflects all work done since the date of the prior progress report, if any; provided, however, Developer shall not be required to provide such progress reports more frequently than monthly.

ARTICLE VII
MODIFICATIONS FOR LENDER

If in connection with obtaining Financing Commitments for this Project, any lender shall request reasonable modifications of this Contract as a condition to such financing, the parties will execute a modification of this Contract, provided that such modification does not increase the financial obligations of the City, or materially and adversely affect any rights of the City created by this Contract.

ARTICLE VIII
ADDITIONAL OBLIGATIONS

Section 8.1. Certificate of Compliance.

Upon Final Completion of the Project, City will furnish Developer an appropriate instrument certifying that Developer has complied with the provisions hereof relating to the construction of the Project. If City shall, for cause, refuse or fail to provide certification, the City shall, within ten (10) days after written request by Developer, provide Developer with a written statement indicating in adequate detail (a) how Developer has failed to complete the construction of the Project in conformity with this Contract or is otherwise in default, and (b) what measures or acts will be reasonably necessary, in the opinion of the City, for Developer to take or to perform in order to obtain certification.

Section 8.2. Maintenance of Senior Center Parcel.

The grass, trees, plants and shrubbery located within the parcel owned by the City and shown on Exhibit A as "Senior Center Parcel" shall be maintained by Developer in a healthy condition and neat appearance consistent with that of the Project. In the event of a default by Developer, its successors and/or assigns, in the planting and/or maintenance obligations set forth in this Section 8.2, which default continues for a period of ten (10) business days after receipt by Developer, or its successor and assigns, of written notice thereof, the required planting and maintenance work may be completed by the City at the sole cost and expense of Developer, its successors and assigns, from time to time and in keeping with this covenant, and Developer shall reimburse City for the costs thereof within thirty (30) days after receipt of an invoice therefor. If requested by the City, the Developer shall enter into a written agreement with the City evidencing its obligations under this Section 8.2 prior to Closing. The obligations of Developer under this Section 8.2 shall expire forty (40) years after the date of this Contract. The City shall have the right to make changes to the Senior Center Parcel in its sole and absolute discretion.

Section 8.3. Maintenance of Access Easement.

The Developer shall be solely responsible for the maintenance, upkeep, repair, and replacement of its improvements in the Access Easement. Such obligations shall be set forth in the deed from the City to the Developer for such easement.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Default by Developer.

The occurrence of any of the following shall be an event of default by Developer under this Contract:

(a) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(c) The entering of an order for relief against Developer or the appointment of receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of thirty (30) consecutive days;

(d) The failure of Developer to perform or to observe any covenant, obligation, condition or requirement of this Contract not specifically named as a default in this Section 9.1, and the continuation of such failure for thirty (30) days after written notice from City specifying the nature and extent of any such default, or, if such default cannot reasonably be cured within such thirty (30)-day period, the failure either (i) to commence to cure such default within such thirty (30)-day period and to diligently continue to pursue such effort to cure to completion, or (ii) to cure such default within a reasonable time after the expiration of the first thirty (30)-day period, in no event to exceed ninety (90) days after the written notice of default.

Section 9.2. Remedies.

Upon the occurrence and continuance of any event of default described in Section 9.1 or any other breach of this contract, City may elect to terminate this Contract by giving written notice of such termination to Developer, and this Contract shall terminate as of the date specified in such notice (which date shall be on or after the date of the notice of termination). In the event that termination under this Section 9.2 occurs after Closing, in addition to its other remedies, City may elect to reenter and take back title to the Property, in which event Developer shall immediately execute a deed re-conveying the Property as well as all improvements thereon to the City, subject to any Mortgage and any tenant leases already in place for premises at the Project and provided

the City pays for the Property in accordance with the following paragraph of this Section 9.2. In addition to the remedies of termination described above, a non-defaulting Party shall have available to it all other rights and remedies provided in this Contract or at law or in equity. Remedies under this Contract shall be cumulative and not restrictive of other remedies. The prevailing Party in any action or proceeding to enforce the terms of this Contract shall be entitled to recover from the unsuccessful Party all costs and expenses, including reasonable attorney's fees incurred therein.

In the event the termination is because of a default under Section 2.12 (a), the reconveyance of title of the Property to the City shall be subject to the City paying at the time of such reconveyance the Purchase Price minus the Deposit. In the event the termination is because of a default under Section 2.12 (b), the reconveyance of title of the Property and all improvements thereon to the City shall be subject to the City paying, at the time of such conveyance, the Reverter Payment, as hereinafter defined. The "Reverter Payment" shall be (a) the sum of the Purchase Price and (b) an amount equal to ninety-five percent (95%) of the Fair Market Value, as hereinafter defined, as of the date of such notice of termination of all improvements constructed thereon to date less the outstanding principal balance (and all accrued but unpaid interest thereon) under the Mortgage through the date of such notice of termination. For purposes of this Section, "Fair Market Value" shall mean the fair market value of the Property and improvements constructed to date of such of termination as determined by mutual agreement reached within twenty (20) days of the date of notice of termination by the City, or, in the absence of such agreement, by appraisal as follows. If the parties are unable to reach agreement on the Fair Market Value within such twenty (20) day period, then within ten (10) days thereafter Developer shall name one appraiser and the City shall name a second appraiser. The appraisers so chosen will meet within ten (10)

days after the second appraiser is appointed and if, within thirty (30) days after the second appraiser is appointed, the two appraisers are not able to agree upon the Fair Market Value, they shall appoint a third appraiser. In the event the two appraisers are unable to agree upon such appointment within ten (10) days after the aforesaid time, then either Party may, as promptly as possible thereafter, request the American Arbitration Association to appoint a third appraiser. The decision of the appraisers so chosen shall be given within a period of thirty (30) days after the appointment of such third appraiser. The decision in which any two appraisers so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each Party shall pay the fees and expenses of the original appraiser appointed by such Party and the expenses of the third appraiser, if any, shall be borne equally by the parties. Any appraiser, no matter by whom designated, shall be a member in good standing, with the "MAI" designation, of the Appraisal Institute with at least ten (10) years' experience as a real estate appraiser in the Hampton Roads, Virginia area. The City's right to take back the Property is subject to the lien of any Mortgage held by any lender for the financing of the Project and subject to tenant leases already in place for premises at the Project on the date of the notice, with copies of such leases to be provided to the City at the time of re-conveyance of the Property to the City. In addition to the remedies of termination described above, a non-defaulting Party shall have available to it all other rights and remedies provided in this Contract or at law or in equity. Remedies under this Contract shall be cumulative and not restrictive of other remedies. The prevailing Party in any action or proceeding to enforce the terms of this Contract shall be entitled to recover from the unsuccessful Party all costs and expenses, including reasonable attorney's fees incurred therein.

ARTICLE X
ASSIGNMENT LIMITATIONS

Except as otherwise expressly provided herein, prior to Final Completion of the Project, Developer, individually or jointly, may not assign this Contract or any right, title or interest hereunder, to anyone or any entity without the prior written consent of the City. Developer shall have the right to collaterally assign all or any portion of its rights in this Contract (a) to any lender or lenders prior to Final Completion of the Project or (b) to anyone after Final Completion of the Project. Developer may assign this Contract to an Affiliate of Developer; provided, however, Developer shall not be relieved of any of its obligations hereunder by any such assignment.

A permitted assignment shall not relieve the assigning party from its obligations under this Contract. Any purported assignment of this Contract or of any right, title or interest hereunder not complying with this Article X shall be void and of no force or effect.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Low and Moderate Income and Resident Job Opportunities.

Developer shall make every reasonable effort to include provisions in the construction contracts for the Project, (i) requiring the contractor to make a good faith effort to see that jobs at the Project are made available to Norfolk residents and to low and moderate income persons; and (ii) prohibiting any contractor or any commercial tenant of the Project from discriminating on the basis of race, color, creed, national origin, age or sex. Developer will cooperate with the City in alerting the contractors and tenants to any training programs or other job opportunity sponsored by the City and will encourage participation in such programs.

Section 11.2. City's Project Representative.

The City hereby appoints Charles E. Rigney, Jr., or his designee as its representative for the Project who will be responsible for coordinating the City's approvals hereunder.

Section 11.3. No Broker.

Developer and City each represent and warrant that no broker to whom a commission, fee or other compensation is payable is or has been involved in or brought about the transactions contemplated by this Contract. Each of said Parties shall indemnify and hold the others harmless from any and all claims, obligations, liabilities, costs or expense (including reasonable attorneys' fees) incurred as a result of any claim for brokerage commissions, fees or other compensation by any person or entity who alleges having acted or dealt with the indemnifying Party in connection with the Project or the transactions contemplated by this Contract. The Parties' obligations under this Section shall survive the Closing and any termination of this Contract.

Section 11.4. Relationship of Parties.

This Contract is not to be construed to create a partnership or joint venture between the Parties.

Section 11.5. Negotiated Document.

The Parties acknowledge that the provisions and language of this Contract have been negotiated and agree that no provision of this Contract shall be construed against any Party by reason of such Party having drafted such provision of this Contract.

Section 11.6. Governing Law.

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Section 11.7. Successors and Assigns.

The agreements, terms, covenants and conditions of this Contract shall be binding upon and inure to the benefit of the City, Developer, and except as otherwise provided herein, their respective successors and permitted assigns.

Section 11.8. Further Assurances.

Each Party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Contract.

Section 11.9. No Amendment.

Neither this Contract nor any provisions hereof may be changed, modified, amended, supplemented, altered, waived, discharged or terminated except by an instrument in writing signed by both Parties and if required by any mortgage document, with the written consent of the applicable lender.

Section 11.10. Survival of Closing.

The provisions of this Contract shall survive the Closing.

Section 11.11. Effectiveness.

This Contract shall not be binding or effective until executed and delivered by the Parties hereto.

Section 11.12. Waiver.

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Contract or to exercise any option, right or remedy contained in this Contract, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, of this Contract nor be deemed to have been made unless expressed in writing and signed by such Party.

Section 11.13. Exhibits.

Each Exhibit referred to in this Contract is incorporated by reference and attached to this Contract.

Section 11.14. Consent and Approvals.

(a) All consents and approvals which may be given under this Contract shall be in writing, as a condition of their effectiveness. The granting of any consent or approval by a Party to perform any act requiring consent or approval under the terms of this Contract or the failure on the part of a Party to object to any such action taken without the required consent or approval shall not be deemed a waiver by the Party whose consent was required or its right to require such consent or approval for any further similar act.

(b) If it is provided that a particular consent or approval is not to be unreasonably withheld, such consent or approval also shall not be unreasonably conditioned or delayed and any matter required to be done satisfactorily or to the satisfaction of a Party only be done reasonably satisfactorily or to the reasonable satisfaction of that Party.

Sections 11.15. Interpretation.

For the purpose of construing this Contract, unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, words in one gender shall be deemed to include words in other genders, and the word "person" shall be deemed to include a corporation or partnership. Headings of articles and sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular articles or sections to which they refer.

Section 11.16. "Including".

In this Contract, whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, the word "including without limitation," and the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

Section 11.17. Notices.

All notices or other communications required or desired to be given with respect to this Contract shall be in writing and shall be delivered by hand or by courier service, or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by mail 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.

To City:	City Manager 810 Union Street, Suite 1100 Norfolk, VA 23510
With a copy to:	Director of Development Department of Development 500 E. Main Street, Suite 1500 Norfolk, VA 23510

With a copy to: City Attorney
Office of the City Attorney
810 Union Street, Suite 900
Norfolk, VA 23510

To Developer: Ocean View Properties, Inc.
Attention: Robert Zirpoli
844 First Colonial Road, Suite 205
Virginia Beach, VA 23451

With a copy to: Bill Bischoff, Esq.
3704 Pacific Avenue, Suite 300
Virginia Beach, Virginia 23451

Section 11.18. Entire Agreement.

This Contract constitutes the entire agreement between the Parties with respect to the Project and supersedes all prior understandings and writings, and this Contract may be amended or modified only by a writing signed by City, and Developer.

Section 11.19. Counterparts.

This Contract 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.

Section 11.20. Recordation.

This Contract may be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia.

WITNESS the following signatures:

CITY OF NORFOLK

_____
Marcus D. Jones, City Manager

ATTEST:

_____
City Clerk

OCEAN VIEW PROPERTIES, INC.

By:_____
Name:_____
Title:_____

Approved as to contents:

_____
Director, Department of Development

Approved as to form and correctness:

_____
Assistant City Attorney

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

Sworn to and subscribed before me, a Notary Public in and for the City and Commonwealth aforesaid, by _____ _____ of the City of Norfolk, and by _____, Clerk of the City of Norfolk, this _____ day of _____, 2016.

_____
Notary Public

My commission expires:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

Sworn to and subscribed before me, a Notary Public in and for the City and Commonwealth aforesaid, by _____, _____ of Ocean View Properties, Inc., this _____ day of _____, 2016.

_____
Notary Public

My commission expires:_____

Exhibit A

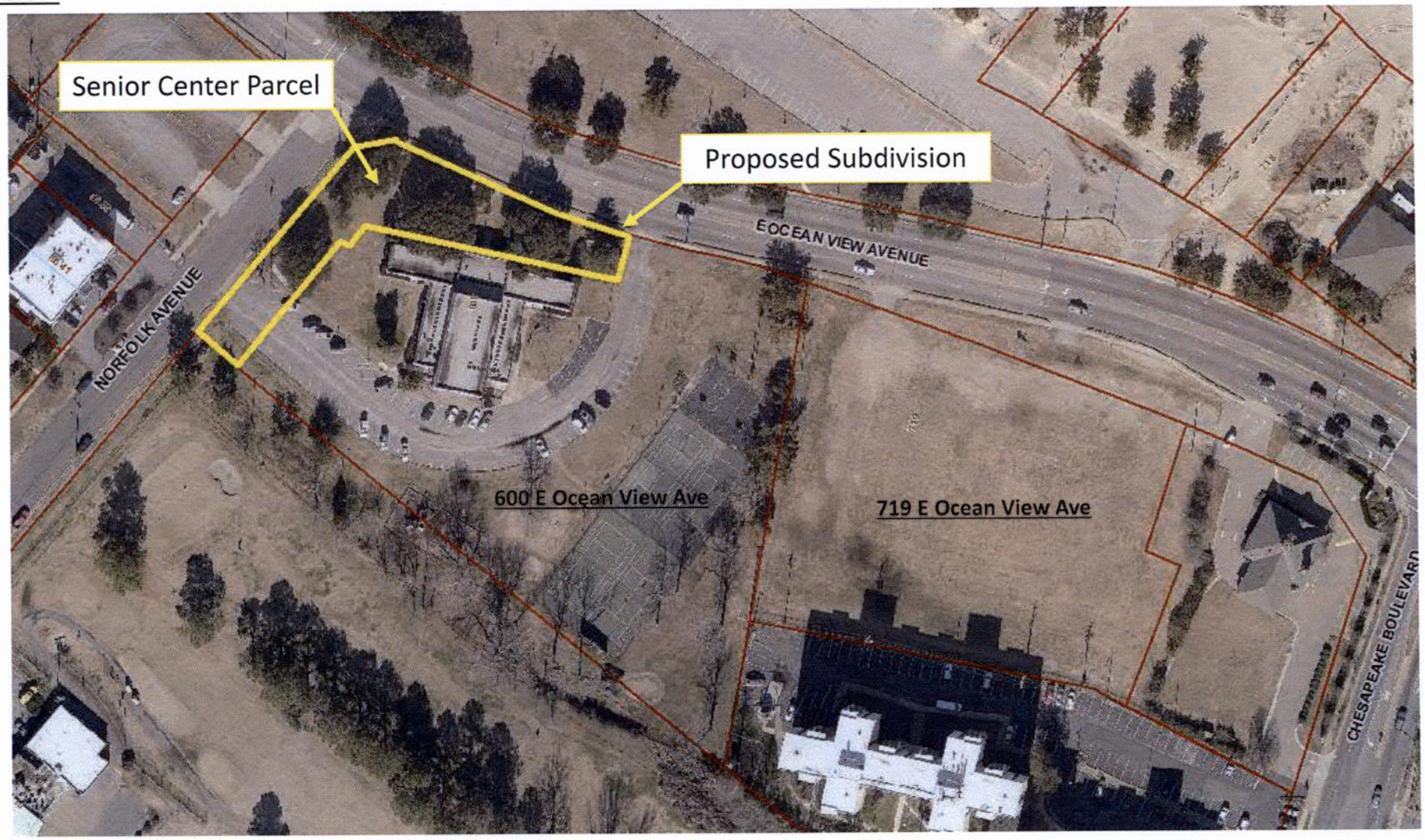
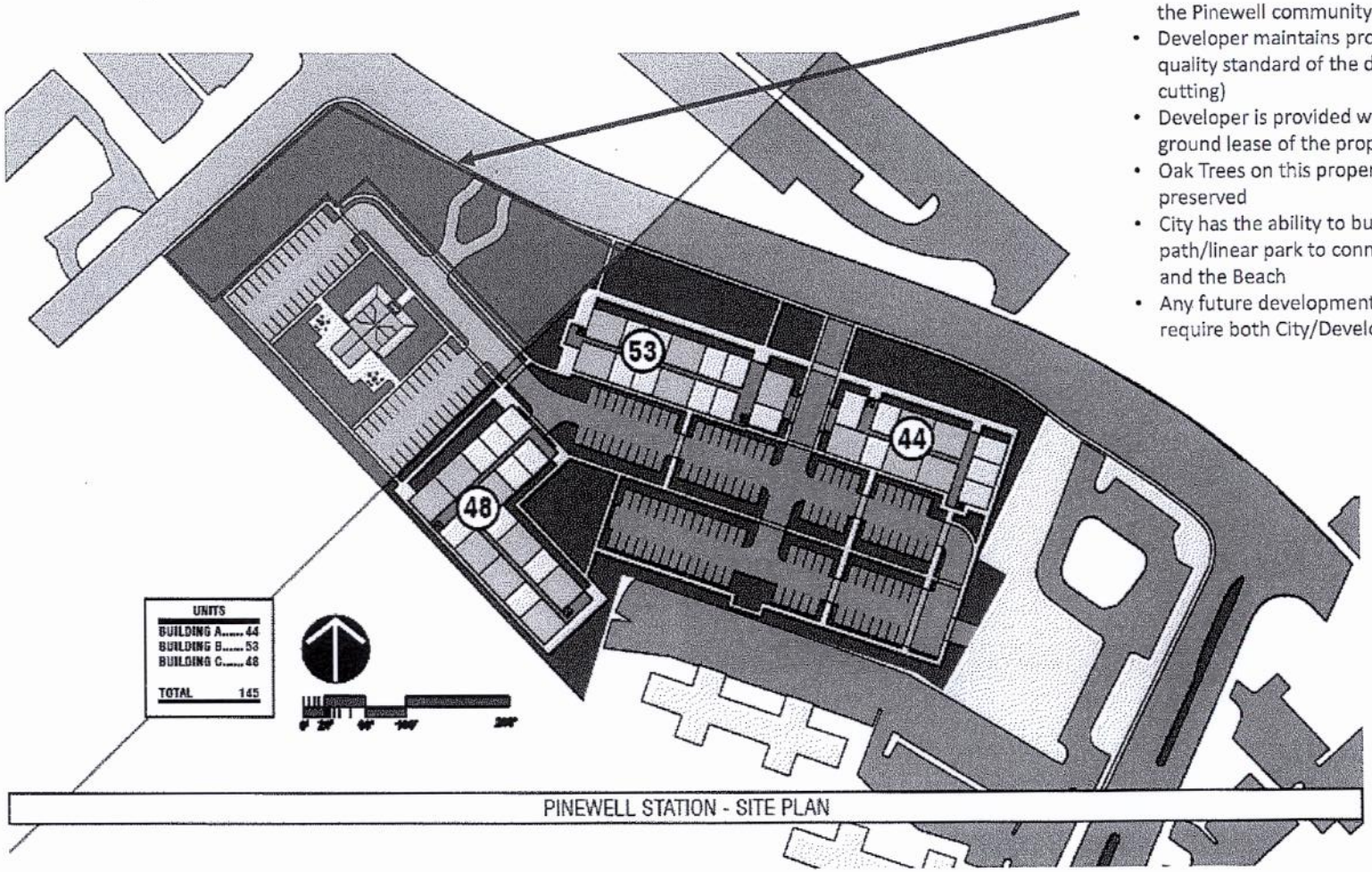

Senior Center Parcel
Proposed Subdivision
E OCEAN VIEW AVENUE
NORFOLK AVENUE
600 E Ocean View Ave
719 E Ocean View Ave
CHESAPEAKE BOULEVARD

Exhibit B

Pinewell Station Proposal



City Retains Ownership of Property

- Provides a buffer between the project and the Pinewell community
- Developer maintains property to the high quality standard of the development (grass cutting)
- Developer is provided with long term ground lease of the property
- Oak Trees on this property are to be preserved
- City has the ability to build a future path/linear park to connect the Golf Course and the Beach
- Any future development of this area would require both City/Developer approval

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: Amend *plaNorfolk2030,* text amendment to create PD-R Pinewell Station and a change of zoning from C-2 (Corridor Commercial) and OSP (Open Space Preservation) districts to PD-R Pinewell Station (Pinewell Station Residential Planned Development) district at 600 and 719 East Ocean View Avenue – Pinewell Station

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

Ward/Superward: 5/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-8

I. **Staff Recommendation: Approval.**

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

III. **Request:** Amend *plaNorfolk2030,* text amendment to create Pinewell Station Residential Planned Development district, and change of zoning for a multi-family development.

IV. **Applicant: Pinewell Station**

V. **Description:**

- The applicant proposes to create the Pinewell Station Residential Planned Development (PD-R Pinewell Station).
- The text proposes:
  - 145 dwelling units
  - Height
    - Five-stories, 75 feet, for the residential structures
    - Two-stories, 35 feet, for the rental office building
  - Setbacks
    - Ten feet along E. Ocean View Avenue, Norfolk Avenue and all yards located behind structures.
    - Thirty feet between buildings
  - The design of the entire project will be reviewed through the Design Review process
  - The rental office building, with a fitness room, will be complete prior to the issuance of a Certificate of Occupancy for the residential units
  - At least 1.9 parking spaces per unit shall be provided

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

Attachments:

- Staff Report to CPC dated February 25, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: February 25, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	**Item No. 1**	
Address	600 and 719 East Ocean View Avenue	
Applicant	**Pinewell Station**	
Requests	**a.** Amendment to the City's Future Land Use Map within the general plan, *plaNorfolk2030*, from Open Space/Recreation and Commercial to Multifamily. **b.** Text amendment to the City's *Zoning Ordinance* to create PD-R Pinewell Station (Pinewell Station Residential Planned Development) district. **c.** Change of zoning from C-2 (Corridor Commercial) and OSP (Open Space Preservation) districts to PD-R Pinewell Station (Pinewell Station Residential Planned Development) district	
Property Owners	City of Norfolk	
Site Characteristics	Site area/Number of units	5.7 acre/145 residential units
	Future Land Use Map	Open Space/Recreation and Commercial
	Zoning	C-2 (Corridor Commercial) and OSP (Open Space Preservation)
	Neighborhood	Pinewell
	Character District	Suburban
Surrounding Area	North	OSP: Public beach
	East	C-2: 7-Eleven
	South	OSP: Ocean View Golf Course
	West	R-12 (Medium Density Multi-Family): Vacant, Multi-Family

A. Summary of Request

Granting this request would allow this 5.7 acre site to be developed with 145 residential units.

B. Plan Consistency

Plan Amendment

- *plaNorfolk2030* designates this site as open space/recreation and commercial, making the proposed use inconsistent with *plaNorfolk2030*.
  - An amendment to multi-family is necessary for the proposed use to be consistent with *plaNorfolk2030*.
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* identifies the multi-family land use category as a location for townhome, apartment, or condominium complexes with designated parking areas and common open space.
  - It recommends supporting amendments to multi-family where the site is located within close proximity to an arterial road or transit corridor, where the site is already developed with multi-family or adjacent to higher intensity development, and where the site can accommodate the required open space, parking, buffering, and stormwater facilities.
  - It further recommends ensuring that new multi-family housing is designed to meet development criteria including building height, placement, and massing that is consistent with surrounding development, and appropriately sized and located open space, parking, landscaping, buffers, access points, and sidewalks.
- The Identifying Land Use Strategies chapter also calls for the city to not support any proposed increase in intensity of uses located in incompatible noise and accident potential zones.
  - The western portion of this property is located in the "APZ2" accident potential zone and the "65-70 DNL" noise zone, where residential uses are considered incompatible.
- The site meets the criteria set forth in *plaNorfolk2030* for new multi-family development by being located along an arterial roadway and by being adjacent to other multi-family developments.
- By limiting the use of the portion of the site designated APZ2 and 65-70 DNL to surface parking and a small rental office, the proposed development also meets the *plaNorfolk2030* goal of keeping incompatible uses out of the Chambers Field accident potential and noise zones.

C. Zoning Analysis

a. Text amendment

- The applicant is proposing to create the Pinewell Station Residential Planned Development (PD-R Pinewell Station).
- The text proposes:
  - 145 dwelling units
  - Height
    - Five-stories, 75 feet, for the residential structures
    - Two-stories, 35 feet, for the rental office building
  - Setbacks

        - Ten feet along E. Ocean View Avenue, Norfolk Avenue and all yards located behind structures.
        - Five feet side yards
        - Thirty feet between buildings.
    - The design of the entire project will be reviewed through the Design Review process.
    - The rental office building, with a fitness room, will be complete prior to the issuance of a Certificate of Occupancy for the residential units.
    - At least 1.9 parking spaces per unit shall be provided.

b. Change of Zoning

- The site consist of two parcels, both owned by the City:
    - One parcel is located on the southeast corner of E. Ocean View Avenue and Norfolk Avenue and is currently developed with the Ocean View Community Center.
        - The western portion of this site is located in the Accident Potential Zone 2 as identified on the Joint Land Use Study/Air Installation Compatibility Zone map which limits the type of uses based on compatibility the proximity to the Chambers Field runways.
        - Although residential was originally proposed, the development proposal was modified to only include a parking and a small rental office building on the western portion of this parcel.
        - This parcel is currently zoned OSP.
    - The second parcel, which is currently vacant, abuts the first parcel to the east and is zoned C-2 (Corridor Commercial).
- The applicant proposes to rezone both parcels to Pinewell Station Residential Planned Development.

i. Parking

- The site is located in the Suburban Character District which requires 1.75 parking spaces per unit.
- The applicant proposes 1.9 parking spaces per unit.

ii. Flood Zone

- The properties are in the X Flood Zone, which is a low risk flood zones.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that proposed construction of 145 apartment units on this site will generate 964 new vehicle trips per day.
- Neither Ocean View Avenue nor Chesapeake Boulevard near the site are identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus routes 1 (Granby) and 3 (Chesapeake) operating near the site.

- Ocean View Avenue adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

No buildings on the site are currently, or would be eligible, for listing on the local, state or federal historic districts.

F. Public Schools Impacts

- School attendance zones include Oceanair Elementary School (118% utilization), Northside Middle School (71% utilization) and Granby High School (110% utilization).
- Approximately 14.5 school aged children could be generated by the proposed development (0.10 school aged children per unit).
- Even with the higher utilization rates at Oceanair Elementary School and Granby High School, there is sufficient capacity at these schools and within the Norfolk Public School system to absorb the low number of potential additional students.
- No significant school impacts are anticipated.

G. Impact on the Environment

- The new residential development will be reviewed and approved through the Site Plan Review process, which will ensure compliance with all standards set forth in the *Zoning Ordinance* including landscape buffer areas and stormwater impacts.

H. Impact on Surrounding Area/Site

The construction of a multi-family development in accordance with the attached/proffered site plan and in compliance with the development standards set forth in *plaNorfolk2030* should not have a negative impact on the surrounding area.

I. Payment of Taxes

The owners of the properties are current on all real estate taxes.

J. Civic League

- Notice was sent to the Greater Pinewell, Cottage Line, and Bayview Civic Leagues on January 13, 2016.
- A letter of support was received from the Cottage Line Civic League.

K. Communication Outreach/Notification

- Legal notice was posted on the property on January 19.
- Letters were mailed to all property owners within 300 feet of the property on February 11.
- Legal notification was placed in *The Virginian-Pilot* on February 11 and February 18.

L. Recommendation

- Staff recommends that the plan amendment and text amendment and rezoning requests be **approved.**
- The western portion of the site is developed with the Ocean View Community Center building which is obsolete – the Center is relocating to a newer building to the east.
- To redevelop the site this building must be demolished.
- As a result of being located in an Accident Potential Zone, the site's redevelopment is limited.
- The use of that portion of the site for a small rental office with parking for the larger development is an efficient use of the entire property.

Attachments

Location map
Zoning map
Future Land Use map
Application
Notice to the Greater Pinewell, Cottage Line and Bayview Civic Leagues.
E-mail of support from the Cottage Line Civic League
Resolution of opposition from the Greater Pinewell Civic League
E-mails of opposition from residents

Proponents and Opponents

Proponents

Mel Price
208 E. Plume Street
Norfolk, VA 23510

Cate McCoy
2032 E. Ocean View Avenue
Norfolk, VA 23503

Kenneth Paulson
2071 E. Ocean View Avenue
Norfolk, VA 23503

Opponents

Sandra Winfrey
9621 Chesapeake Boulevard
Norfolk, VA 23503

Robert Eure
9411 Wells Parkway
Norfolk, VA 23503

Howard Gordon
999 Waterside Drive
Norfolk, VA 23510

Thomas G. Calgorides
9531 Wells Parkway
Norfolk, VA 23503

John Wood
9640 Hammett Parkway
Norfolk, VA 23503

Pam Cannady
400 Batttersea Road
Norfolk, VA 23503

Susan Molloy
9411 Wells Parkway
Norfolk, VA 23503

JoAnne Kehr
9507 Hammett Parkway
Norfolk, VA 23503

David and Husbands
9704 Ship Watch Road
Norfolk, VA 23503

Sandra Cherry
9636 Hammett Parkway
Norfolk, VA 23503

William Sharek
822 E. Ocean View Avenue
Norfolk, VA 23503

02/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO CHANGE THE CITY'S FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 600 AND 719 EAST OCEAN VIEW AVENUE FROM OPEN SPACE/RECREATION AND COMMERICAL 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 properties located at 600 and 719 East Ocean View Avenue are hereby changed from Open Space/Recreation and Commercial to Multifamily. The properties which are the subject of this change in land use designation are more fully described as follow:

Properties fronting 800 feet, more or less, along the southern line of East Ocean View Avenue and 263 feet, more or less, along the eastern line of Norfolk Avenue; premises numbered 600 and 719 East Ocean View 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.

02/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 600 AND 719 EAST OCEAN VIEW AVENUE FROM C-2 (CORRIDOR COMMERCIAL) AND OSP (OPEN SPACE PRESERVATION) DISTRICTS TO PD-R PINEWELL STATION (PINEWELL STATION RESIDENTIAL PLANNED DEVELOPMENT) DISTRICT.

- - -

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

Section 1:- That the property located at 600 and 719 East Ocean View Avenue is hereby rezoned from C-2 (Corridor Commercial) and OSP (Open Space Preservation) Districts to PD-R Pinewell Station (Pinewell Station Residential Planned Development) District. The properties which are the subject of this rezoning are more fully described as follows:

> Properties fronting 800 feet, more or less, along the southern line of East Ocean View Avenue and 263 feet, more or less, along the eastern line of Norfolk Avenue; premises numbered 600 and 719 East Ocean View 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.

02/25/2016 lds

Form and Correctness Approved:

By
Office of the City Attorney

Contents Approved:

By
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO CREATE THE PINEWELL STATION RESIDENTIAL PLANNED DEVELOPMENT (PD-R PINEWELL STATION) DISTRICT.

- - -

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

Section 1:- That Chapter 27 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended) is hereby amended and reordained by adding thereto a new enumerated section, including subsections, entitled "Pinewell Station Residential Planned Development (PD-R Pinewell Station)" and containing text and a table 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 (3 pages)

EXHIBIT A

27-40 Pinewell Station Residential Planned Development (PD-R Pinewell Station)

27-40.1 *Purpose statement.* The Pinewell Station Planned Development District is intended to permit the construction of 145 residential dwelling units and related onsite amenities and resident-oriented services. The district consists of approximately 5.8 acres of land.

27-40.2 *Permitted uses.* Land uses permitted in the district shall be permitted by right or by special exception as specified in Table 27-40-A, "Table of Land Uses," and shall be restricted to the uses listed therein. Accessory uses shall be as permitted in chapter 13.

27-40.3 *Development standards.*

(a) *Maximum density.* Not more than 145 total dwelling units shall be constructed within the district.

(b) *Location of buildings.* The general site layout of the buildings shall be substantially consistent with the exhibit titled "The Pinewell Station - Site Plan" dated January 5, 2016, and placed on file with the Department of Planning ("the Development Plan"), subject to such reasonable modifications as may be required by the city during the site plan review or building permit plan review processes.

(c) *Maximum building height.* The maximum height of buildings shall be limited as follows:

(1) For the multifamily buildings identified as buildings A, B, and C on the Development Plan: 75 ft.

(2) For the leasing office amenity building identified as building D on the Development Plan: 35 ft.

(d) *Yard requirements.* The following yards shall be required for each of the following areas within the district:

(1) Along all district boundaries, including East Ocean View Avenue and Norfolk Avenue: Ten (10) ft.

(2) Distance between buildings: 30 ft.

(e) *Design of buildings.*

(1) *Residential buildings.* Prior to the issuance of any building permit, the exterior elevations, the exterior design, elevations, materials and fenestration for each building constructed in the

district must be reviewed and approved in accordance with the city's design review process in order to determine that they are consistent with the design guidelines titled "Architectural Design" developed for this district and placed on file with the Department of Planning ("the District Design Guidelines").

(2) *Amenities*. The layout, design, exterior elevations, and materials of buildings and structures related to recreational amenities must be reviewed and approved in accordance with the city's design review process in order to determine that each is consistent with the location and massing depicted in the Development Plan and the District Design Guidelines.

(3) *Materials*. The materials that can be used for building exteriors are limited to stucco, wood clapboard, brick, cementitious siding, composite materials or pressure-treated wood for all trim, and composite materials for all railings.

(f) *Amenity required*.

(1) *Leasing office and fitness room*. A stand-alone leasing office, with fitness room, shall be constructed as an amenity to the residential units in the district.

(2) *Multifamily Buildings*. The construction of the amenity building shall be complete prior to the issuance of a certificate of occupancy for any of the residential buildings related thereto.

(g) *Usable open space*. Not less than 25% of the total lot area of parcels within the district shall be usable open space.

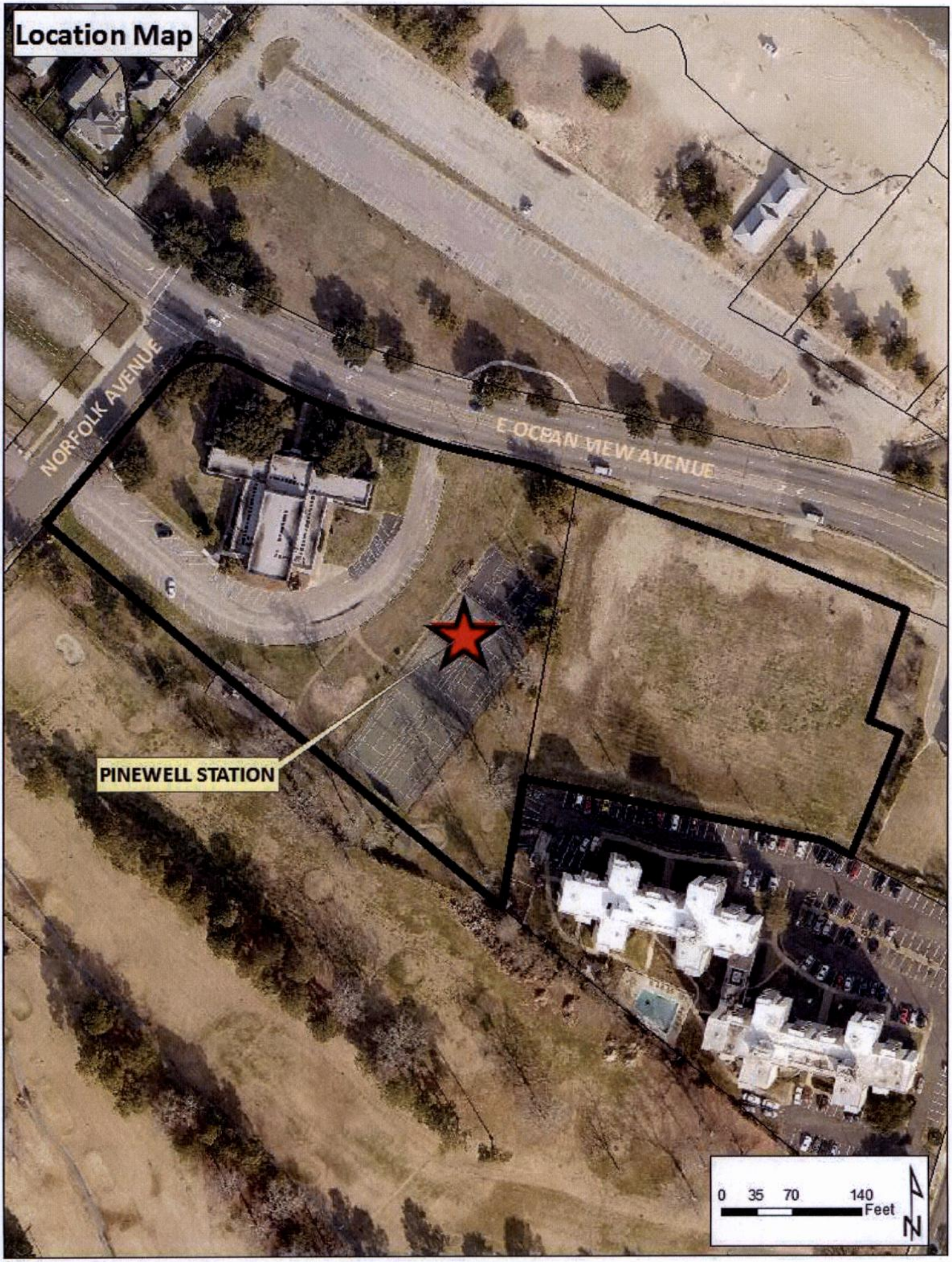
27-40.4 *Parking requirements*. A minimum of 1.9 parking spaces shall be provided for each dwelling unit.

27-40.5 *Signs*. Signs in this district shall comply with the regulations set forth in Chapter 16 of this ordinance and this district shall be treated as a residential district for application of the sign regulations.

27-40.6 *Landscaping*. All landscaping and buffer yards shall comply with the regulations set forth in Chapter 17 of this ordinance and this district shall be treated as a residential district for application of the landscaping regulations.

PD-R – PINEWELL STATION
TABLE 27-40-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	DISTRICT PD-R Pinewell Station	COMMENTS
RESIDENTIAL USES		
Multi-Family (3–6 units)	P	
Multi-Family (7 or more units)	P	
PUBLIC AND CIVIC USES (Sites < 1 Acre)		
Governmental Operations (non-industrial)	P	
Utility Facility	P	


Location Map
NORFOLK AVENUE
E OCEAN VIEW AVENUE
PINEWELL STATION
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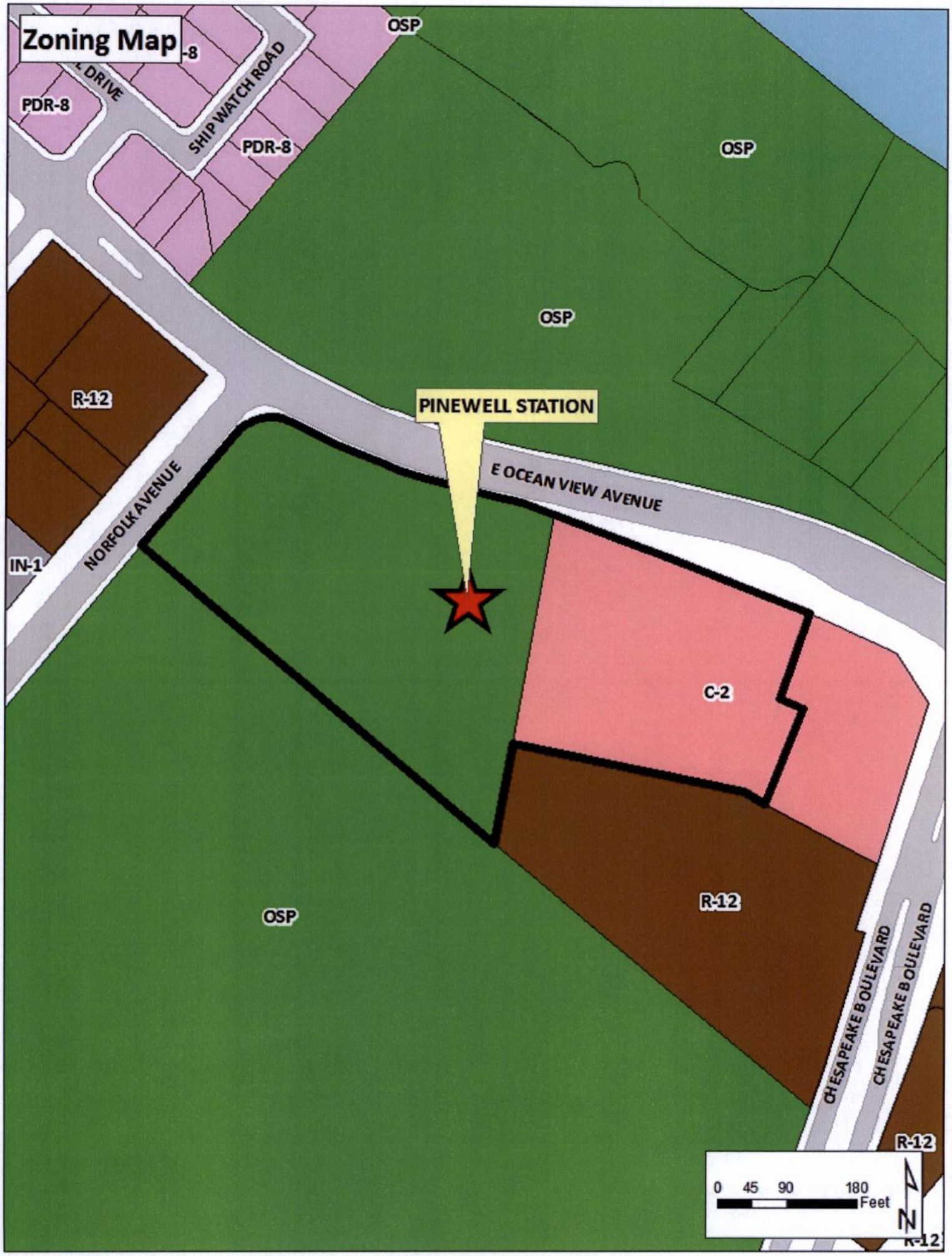
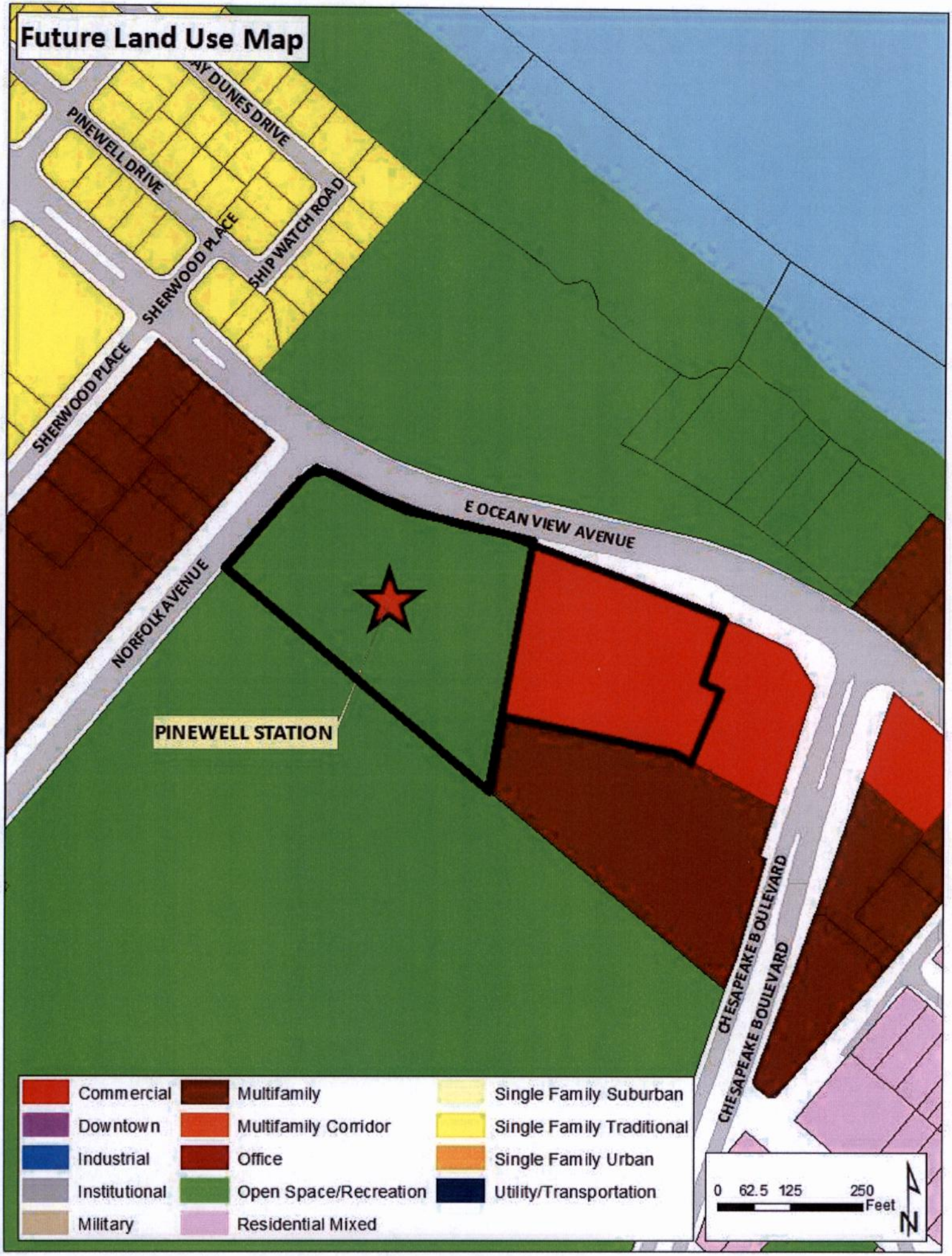
Feet
N


Zoning Map
OSP
PDR-8
SHIP WATCH ROAD
PDR-8
OSP
OSP
R-12
PINEWELL STATION
E OCEAN VIEW AVENUE
NORFOLK AVENUE
IN-1
C-2
R-12
OSP
CHESAPEAKE BOULEVARD
CHESAPEAKE BOULEVARD
R-12
0 45 90 180
Feet
N
R-12


Future Land Use Map
AY DUNES DRIVE
PINEWELL DRIVE
SHIP WATCH ROAD
SHERWOOD PLACE
SHERWOOD PLACE
E OCEAN VIEW AVENUE
NORFOLK AVENUE
PINEWELL STATION
CHESAPEAKE BOULEVARD
CHESAPEAKE 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 62.5 125 250
Feet
N

APPLICATION
CHANGE OF ZONING

Date of application: 03/09/15

Change of Zoning

From: C2 & OSP **Zoning** **To:** Planned Dev. **Zoning**
Pinewell Station

DESCRIPTION OF PROPERTY

Property location: (Street Number) 719 + 600 (Street Name) E. Ocean View Ave.

Existing Use of Property: Vacant

Current Building Square Footage N/A

Proposed Use Mixed Use - Multifamily Residential and Commercial

Proposed Building Square Footage

Trade Name of Business (If applicable) Pinewell Station

APPLICANT

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

Ocean View Properties, Inc.

1. Name of applicant: (Last) Zirpoli and Perrine (First) Robert and Harrison (MI)

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

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

Daytime telephone number of applicant (757) 286-8377 & 961-6336 Fax ( )

E-mail address of applicant: rzirpoli@erols.com & hp@perrineco.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)

Work Program Architects

2. Name of applicant: (Last) Price (First) Mel (MI)

Mailing address of applicant (Street/P.O. Box): 208 E. Plume Street, Suite 2

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

Daytime telephone number of applicant (757) 472-9342 Fax ( )

E-mail address of applicant: mel@wparch.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: City of Norfolk

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

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

Daytime telephone number of owner (757) 664-4765 email: susan.pollock@norfolk.gov

CIVIC LEAGUE INFORMATION

Civic League contact: Cottage Line Civic League (also working with Greater Pinewell Civic League)

Date(s) contacted: 03/02/15 and 03/04/15

Ward/Super Ward information: Ward 5 / Super Ward 6

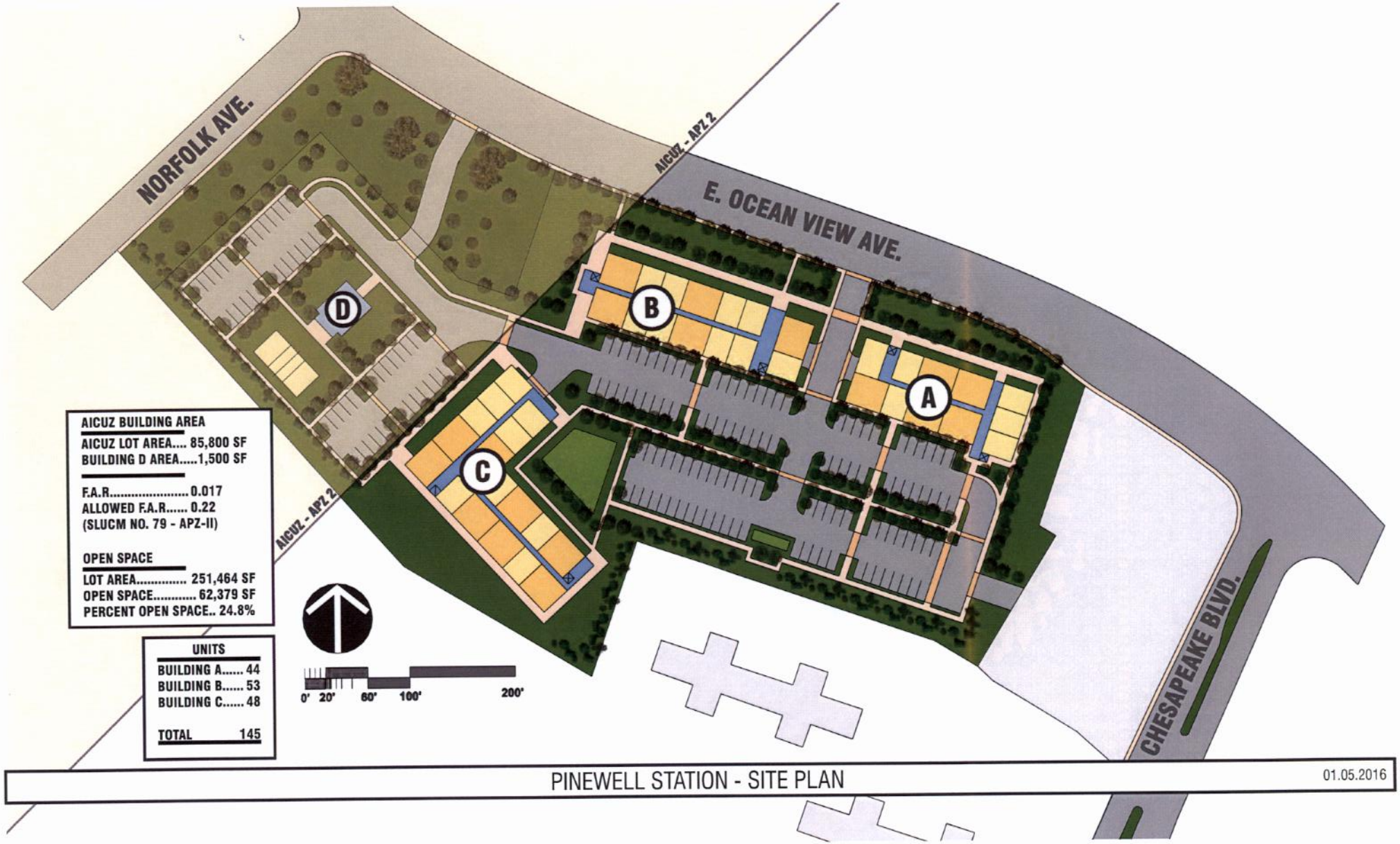
CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: RONALD H. WILLIAMS JR. **Sign:** _____ / 1 / 15 / 16
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

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



AICUZ BUILDING AREA

AICUZ LOT AREA.... 85,800 SF
BUILDING D AREA.....1,500 SF

F.A.R.....0.017
ALLOWED F.A.R..... 0.22
(SLUCM NO. 79 - APZ-II)

OPEN SPACE

LOT AREA..... 251,464 SF
OPEN SPACE..... 62,379 SF
PERCENT OPEN SPACE.. 24.8%

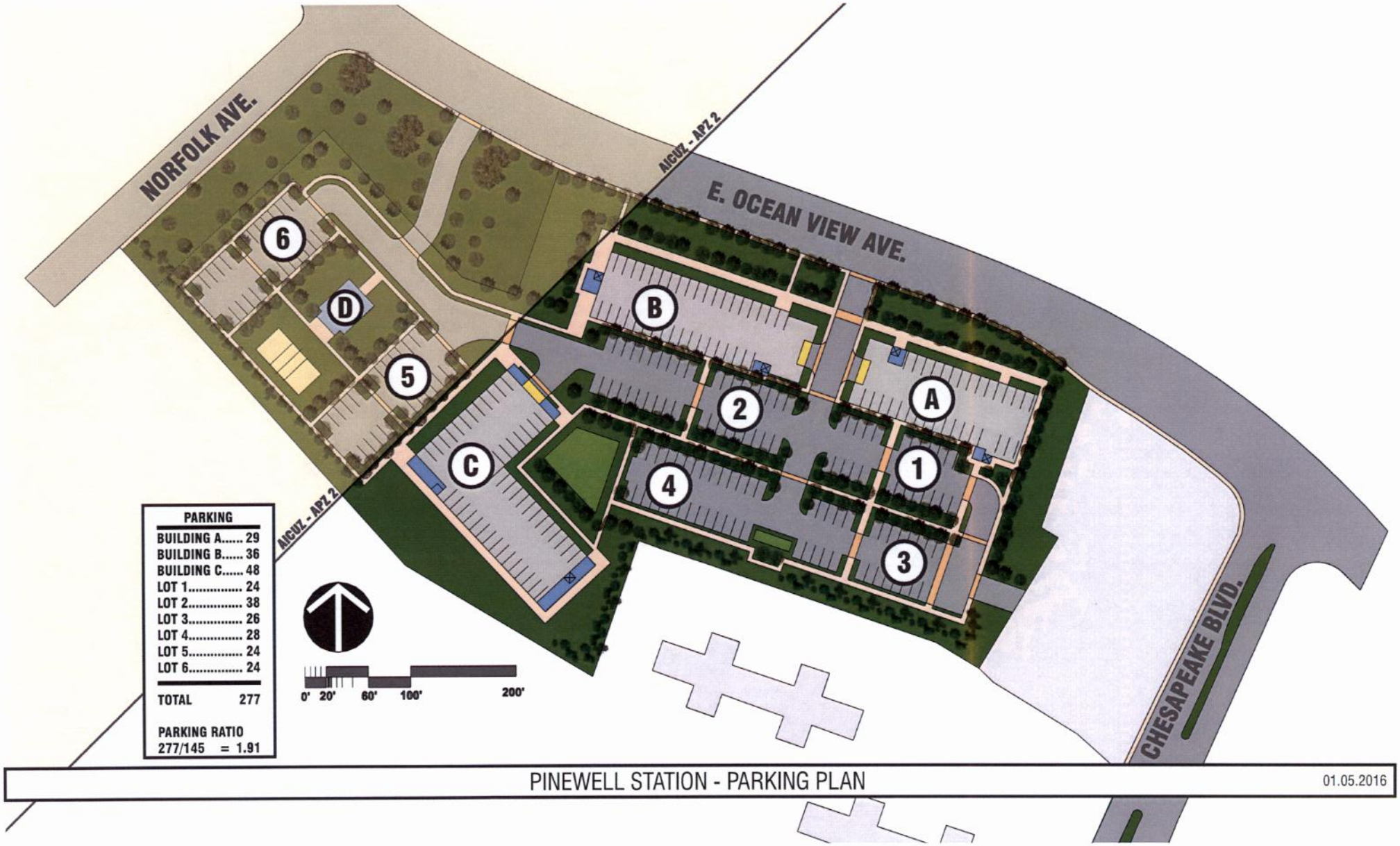
UNITS

BUILDING A..... 44
BUILDING B..... 53
BUILDING C..... 48

TOTAL 145

PINEWELL STATION - SITE PLAN

01.05.2016



PARKING	
BUILDING A	29
BUILDING B	36
BUILDING C	48
LOT 1	24
LOT 2	38
LOT 3	26
LOT 4	28
LOT 5	24
LOT 6	24
TOTAL	277

PARKING RATIO
277/145 = 1.91

PINEWELL STATION - PARKING PLAN

01.05.2016

GENERAL NOTES

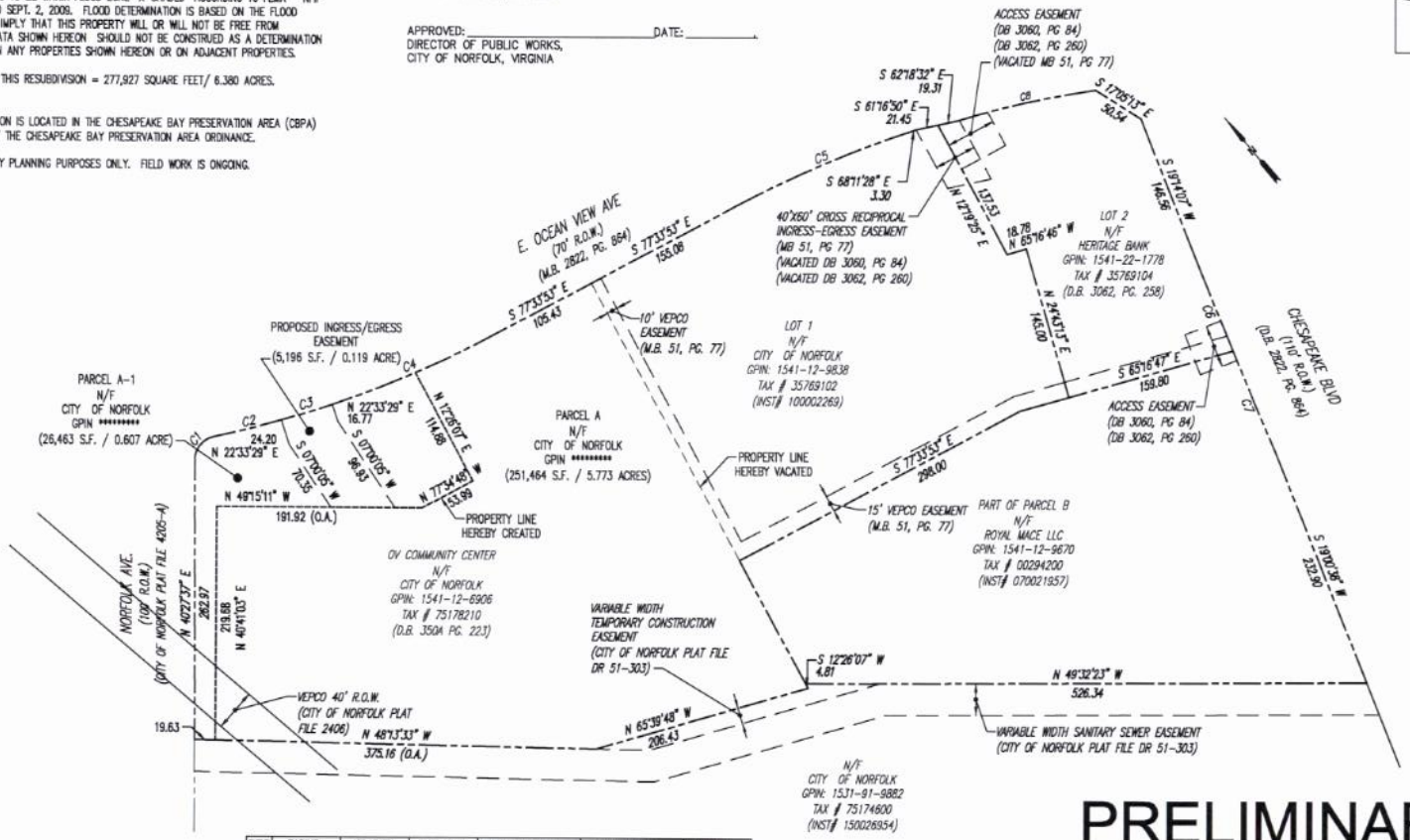
1. NO TITLE REPORT WAS PROVIDED FOR THIS SURVEY. ALL EASEMENTS MAY NOT BE SHOWN.
2. NO WETLAND DELINEATION MARKERS WERE OBSERVED DURING THE FIELD SURVEY.
3. THE REFERENCE MERIDIAN FOR THIS SURVEY IS BASED ON CITY OF NORFOLK CONTROL MONUMENTS GPS042, GPS069, AND GPS155 VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1983/1993 (HARN). COORDINATES ARE EXPRESSED IN US SURVEY FEET.
4. FURTHER DEVELOPMENT OF THESE LOTS INCLUDING ANY FILLING OR PHYSICAL ALTERATIONS OF THE LOTS MAY REQUIRE ADDITIONAL PERMITS FROM THE CITY OF NORFOLK OR OTHER GOVERNMENTAL AGENCIES.
5. THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X-SHADED" ACCORDING TO FEMA – NFIP COMMUNITY PANEL 5101040030F DATED SEPT. 2, 2009. FLOOD DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAPS AND DOES NOT IMPLY THAT THIS PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. FLOOD ZONE DATA SHOWN HEREON SHOULD NOT BE CONSTRUED AS A DETERMINATION OF FLOOD INSURANCE REQUIREMENTS ON ANY PROPERTIES SHOWN HEREON OR ON ADJACENT PROPERTIES.
6. THE TOTAL AREA ENCOMPASSED WITHIN THIS RESUBDIVISION = 277,927 SQUARE FEET/ 6.380 ACRES.
7. ALL OR A PORTION OF THIS RESUBDIVISION IS LOCATED IN THE CHESAPEAKE BAY PRESERVATION AREA (CBPA) AND IS SUBJECT TO THE PROVISIONS OF THE CHESAPEAKE BAY PRESERVATION AREA ORDINANCE.
8. THIS PLAT IS INTENDED FOR PRELIMINARY PLANNING PURPOSES ONLY. FIELD WORK IS ONGOING.

THE UNDERSIGNED CERTIFY THAT THE RESUBDIVISION 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 OR OTHER LINES SHOWN ON THIS PLAT. EXISTING PUBLIC RIGHTS-OF-WAY, EASEMENTS OR OTHER PUBLIC INTERESTS NOT SHOWN ON THIS PLAT REMAIN IN EFFECT AND ARE NOT TERMINATED OR EXTINGUISHED BY OMISSION FROM THIS PLAT.

APPROVED: _____ DATE: _____
PLANNING DIRECTOR,
CITY OF NORFOLK, VIRGINIA

APPROVED: _____ DATE: _____
DIRECTOR OF PUBLIC WORKS,
CITY OF NORFOLK, VIRGINIA

LOCATION MAP
1" = 2000'



PRELIMINARY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	22.34	30.40	28.10	S 79°26'18" W	77°57'24"	18.08
C2	994.93	64.97	64.96	S 63°26'24" E	3°44'29"	32.50
C3	994.93	50.01	50.00	S 66°45'02" E	2°52'48"	25.01
C4	994.93	162.78	162.60	S 72°52'40" E	9°22'27"	81.57
C5	1037.17	178.39	178.17	N 72°38'15" W	9°51'17"	89.42
C6	4470.09	87.65	87.65	S 18°40'25" W	1°07'24"	43.82
C7	4470.09	103.45	103.45	S 17°26'56" W	1°19'34"	51.73
C8	905.66	132.22	132.10	N 61°58'49" W	8°21'53"	66.23

SOURCE OF TITLE

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS RESUBDIVISION WAS CONVEYED TO THE CITY OF NORFOLK, VA FROM ****** BY DEED DATED **********, AND RECORDED BY INSTRUMENT # ********** IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA AND VIRGINIA BEACH INVESTMENT GROUP, BY DEED DATED *********, AND RECORDED BY INSTRUMENT # ********** IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA.

RESUBDIVISION OF OCEAN VIEW COMMUNITY CENTER AND LOT 1

(D.B. 350A, PG. 223) (M.B. 51, PG. 77) (INST# 070021957)

NORFOLK VIRGINIA

COMMONWEALTH OF VIRGINIA
BETH ANNE G. CAMPBELL
Lic. No. 003816
12/29/15
LAND SURVEYOR

PROJECT #: 15096.0	
SCALE: 1" = 80'	
DATE: 12-14-2015	
DRAWN BY: ANM/BAC	
SHEET 1 OF 1	

MIDATLANTIC
SURVEYING - LAND DESIGN
5305 CLEVELAND STREET SUITE 102
VIRGINIA BEACH, VA 23462
www.mas-ld.com
PHONE: 757-557-0888 / FAX: 757-416-5351

APPLICATION
TEXT AMENDMENT

Date of application: 03/09/15

Zoning Ordinance Text Amendment

Amend Section(s)

Add New Section(s) 27-40

APPLICANT

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

Ocean View Properties, Inc.

1. Name of applicant: (Last) Zirpoli and PerrinePrice (First) Robert and Harrison (MI)

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

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

Daytime telephone number of applicant (757) 286-8377 & 961-633 Fax ( )

E-mail address of applicant: rzirpoli@erols.com & hp@perrineco.com

AUTHORIZED AGENT (if applicable)

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

Work Program Archtiects

2. Name of applicant: (Last) Price (First) Mel (MI)

Mailing address of applicant (Street/P.O. Box): 208 E. Plume St., Suite 2

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

Daytime telephone number of applicant (757) 472-9342 Fax ( )

E-mail address of applicant: mel@wparch.com

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

3. Name of property owner: City of Norfolk

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

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

Daytime telephone number of owner (757) 664-4765 email: susan.pollock@norfolk.gov

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

DESCRIPTION OF AMENDMENT

Purpose of Amendment

To create a Planned Development that permits a mixed-use multifamily residential and commercial (retail) use.

CIVIC LEAGUE INFORMATION

Civic League contact: Cottage Line Civic League (also working with Greater Pinewell Civic League)

Date(s) contacted: 03/02/15 and 03/04/15

Ward/Super Ward information: Ward 5 / Super Ward 6

REQUIRED ATTACHMENTS

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

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

Print name: RONALD H. WILLIAMS JR. **Sign:** _____ / 1 / 15/16
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

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

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, January 13, 2016 12:19 PM
To: 'Gpclpresident@gmail.com'; 'yurkovic3@cox.net'; 'linda.lundquist@ymail.com'
Cc: Smigiel, Thomas; Winn, Barclay; Ransom, Carlton; Pollock, Susan
Subject: revised Planning Commission applications - 600 and 719 E Ocean View Ave
Attachments: Pinewell_textamendment.pdf; Pinewell_rezoning.pdf

Mr. Apatov, Mr. Yurkovic, Ms. Lundquist:

Attached please find the following applications at 600 and 719 East Ocean View Avenue:

a. Amendment to the City's Future Land Use Map within the general plan, *plaNorfolk2030*, from Open Space/Recreation and Commercial to Multifamily.
b. Text amendment to the City's *Zoning Ordinance* to create PD-MU Pinewell Station (Pinewell Station Planned Development Mixed Use) district.
c. Change of zoning from C-2 (Corridor Commercial) and OSP (Open Space Preservation) districts to PD-MU Pinewell Station (Pinewell Station Planned Development Mixed Use) district.

The purpose of these requests is to allow for the construction of a multi-family residential and commercial development.

The item is tentatively scheduled for the February 25, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Susan Pollock Hart at (757) 664-4765, susan.pollock@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

Pollock, Susan

From: Mel Price <Mel@wparch.com>
Sent: Sunday, January 10, 2016 4:36 PM
To: Pollock, Susan
Cc: Matthew Hales
Subject: FW: Pinewell Station Project

Susan and Matt,

Please see the below email regarding the Pinewell Station presentation last Thursday night. We are now waiting on a letter from the Greater Pinewell Civic League, which will follow their monthly meeting this week.

Best,

Mel Price, AIA, LEED AP
PRINCIPAL
mel@wparch.com

WORK PROGRAM ARCHITECTS
208 E. Plume Street
Monticello Arcade, Suite 2
Norfolk, VA 23510
757.472.9342
www.wparch.com

From: Rigney, Chuck [mailto:Charles.Rigney@norfolk.gov]
Sent: Friday, January 08, 2016 6:33 PM
To: Vic Yurkovic
Cc: Homewood, George; Smigiel, Thomas; Newcomb, Leonard; Winn, Barclay; Steve G. Jones; Don Fuss; Protogyrou, Andrew; Jones, Marcus; Chapman, Peter; Benda, Wynter; Mel Price; Harrison J. Perrine
Subject: Re: Pinewell Station Project

Vic -
Many thanks to you and the others present for the time and energy you each devote to making our City the best it can be.

When I tell you your elected representatives remind us (especially me) daily about the need for more (quality) development in Ocean View, please believe me!
We are committed to that, and this project is one more piece in making our case for that kind of new investment.
Professional partners like WPA, UDA, and, of course, developers like Ocean View Properties makes my job a lot easier, and so many thanks to them.
We will certainly convey your endorsement, and look forward to bringing this deal home to Ocean View!
Regards,
Chuck

Sent from my iPhone

On Jan 8, 2016, at 5:52 PM, Vic Yurkovic <yurkovic3@cox.net> wrote:

Chuck and George,
Cottage Line Civic League fully supports the "new" Pinewell Station Project as presented to our board and the membership last evening. There was some concern of where the tennis and basketball courts would be relocated to, but that did not prevent the overwhelming majority of our members from supporting this upscale apartment complex.

Chuck, Thank You for bring Harrison & Joy the developers and Mel Price to our board last evening. The presentation was well received and cleared up lots of concerns. We sincerely appreciate your efforts to make this project come to fruition. ☺ Bring us some more!

The City of Norfolk in our opinion needs to come to grips with the AICUZ issues and EVENLY apply the zoning. Projects CLEARLY in the highest crash zone need to be closely reviewed, and those NOT in the immediate HIGH impact areas need to get less scrutiny, for the development of our community.

Please pass our overwhelming support for this project on to the Planning Commission.

All the best,
Vic Yurkovic
President, Cottage Line Civic League
Cell (757) 287-6693

GREATER PINEWELL CIVIC LEAGUE

February 17, 2016
Susan Pollock Hart
City Planning
City Hall Building
810 Union Street Suite 508
Norfolk, Va 23510

The Pinewell Station development is on the Planning Commission Agenda on 24 February. As the president of the Greater Pinewell Civic League, I am submitting our resolution of non support for this development.

Sincerely yours,

Don Fuss

President, Greater Pinewell Civic League

ENCL: Greater Pinewell Civic League Resolution on Pinewell Station.

Greater Pinewell Civic League Resolution on Pinewell Station Proposal A February 18, 2016

The Greater Pinewell Civic League (GPCL) supports the redevelopment of Ocean View and appreciates all efforts. Many of the problems faced in Ocean View are associated with development during a period of inappropriate zoning regulations 40 to 50 years ago. We have been left with scattered multi family dwellings, motels and commercial buildings as referenced in the Ocean View 2010 Planning Handbook.

We have enthusiastically embraced the goals set in the Norfolk 2030 plan. We also realize that patience is required to achieve these goals. With limited city funds available for significant impact projects guaranteeing improvement, we watch carefully changes being made to the Norfolk 2030 plan so that we can remain on course.

The GPCL does not support the proposed Pinewell Station project as proposed respectfully requests that the Planning Commission and City Council deny the zoning amendments for the following reasons:

- **Lack of Elevations and Materials.** The developer has not proffered the building elevations and materials.

- **Presentation of revised plan to GPCL.** The developer has not presented the revised plan to the GPCL.

- **Inappropriate Land Use & Density.** The use and density of the proposed project conflict with City adopted plans Norfolk 2030 for the site. The project is contrary to the ongoing, successful City and NRHA-led efforts to revitalize Ocean View.

- **Loss of Park & Recreation Facilities.** The Ocean View Senior Center, tennis courts, basketball courts, playground, public parking and related open space that serve the Pinewell neighborhood and the greater community will be lost if this proposed project is built.

- **Traffic Impacts & Pedestrian Safety.** The proposed project adds to an existing, City-documented cut-through traffic problem in the Pinewell neighborhood.

- **Impact to City Schools.** The impact on City schools from the added 145 residential units has not been identified or analyzed by City or school staff.

- **Not in compliance with Ocean View Residential District (OVR) Development Standards.** Planned development districts shall comply with standards according the districts it abuts (paragraph 27-11.2). The following identify deficiencies in the proposed development plan. The yard requirements specified required Fifteen (15) for all portions of a lot abutting Ocean View Avenue. The proposed plan provides ten (10) feet (paragraph 10-11.6 (a) (1). The first floor is not being used for habitable space as specified. (paragraph 10-11.6 (d). Access to the site is from Ocean View Avenue, this is prohibited in paragraph 10-11.7.

The scale of Pinewell Station has changed since the initial proposal. The proposed units have been reduced from 240 to 148. The open space has been increased to meet city standards or greater than 20%. The number of parking spaces has also been increased to meet city standards. The residential structures have now been repositioned to the site of the former Ramada Inn, avoiding the Accidental Potential Zone. The density of the project remains. To place the number of units in perspective, the two existing buildings are the Royal Mace comprising 80 units and Nansemond on the Bay with 100 units. Building an additional large complex will be a negative effect on maintaining a healthy and vibrant neighborhood. We have gone from the Heritage Bank to a Seven Eleven, will this project be next?

The GPCL recommends that a priority be placed on bringing existing multi family dwellings sites to current standards and not introduce additional density and non compliant developments.

Pollock, Susan

From: Andria McClellan <andria.mcclellan@gmail.com>
Sent: Thursday, February 25, 2016 8:28 AM
To: Homewood, George; Earl P Fraley Jr. (fraleyearl@aol.com); Martin Thomas Jr; Dan Neumann MD (dr.neumann@cox.net); Matt Hales (mhales@gatewayventures.net); Nikita Houchins (Nikitahouchins@kw.com); Ramona Austin (RAustin@odu.edu); Simons, Matthew
Subject: Fwd: Proposed Pinewell Station

FYI. I didn't see this letter in the Dropbox.
(Can we refer the sewer issue to Public Works, too?)

Andria McClellan
andria.mcclellan@gmail.com
C: 757-679-2883

Begin forwarded message:

From: Suzanne Wheatley <suzchuck@aol.com>
Subject: Proposed Pinewell Station
Date: February 24, 2016 at 9:41:34 PM EST
To: andria.mcclellan@gmail.com

Dear Commissioner McClellan,

I am a 17 year resident of Norfolk's Pinewell Neighborhood. My husband & I are raising our children here, we love our neighborhood; it's charm, proximity to the bay, our library, fabulous neighbors, etc.

What we don't love is the idea of our residency being nearly doubled by Pinewell Station being built on the edge of our neighborhood. We'd lose our playground that we worked hard to have installed, moving it to the new Ocean View Elementary is just too far for the many young families in our neighborhood. Also, a couple of times a year the sewer backs up in front of our home and there is raw sewage bubbling up into the street until the city workers can come and get it cleared up. What will happen to that issue if there are more than 300+ more people living within blocks of our home?

I would far prefer that the city put money into helping current apartment buildings in the Ocean View area make improvements, than to help the developers of new buildings.

I know the developers have tried to make changes to the plans based on our feedback, and we appreciate that. However, I still am very much opposed to this project.

Please vote accordingly when this comes before the planning commission.

Thank you for your time and for your service to our fine city.

Suzanne Wheatley, MSW
suzchuck@aol.com
757-630-9205

Pollock, Susan

From: Andria McClellan <andria.mcclellan@gmail.com>
Sent: Thursday, February 25, 2016 8:34 AM
To: Homewood, George; Simons, Matthew; Earl P Fraley Jr. (fraleyearl@aol.com); Martin Thomas Jr; Matt Hales (mhales@gatewayventures.net); Dan Neumann MD (dr.neumann@cox.net); Ramona Austin (RAustin@odu.edu); Nikita Houchins (Nikitahouchins@kw.com)
Subject: Fwd: Pinewell Concerns

FYI, I didn't recall seeing this in the Dropbox, so I will share with you below.

Andria McClellan
andria.mcclellan@gmail.com
C: 757-679-2883

Begin forwarded message:

From: Kathryn Sutter <kathryndsutter@gmail.com>
Subject: Pinewell Concerns
Date: February 24, 2016 at 8:34:26 AM EST
To: andria.mcclellan@gmail.com

Ms. McClellan,

I hope this email reaches you well. I am a homeowner in the Pinewell neighborhood and have concerns regarding the development of the Ramada Inn property. My husband and I received orders to Norfolk in December of 2012. We were instantly drawn to Pinewell due to the low traffic flow, instant community and close proximity to schools.

Pinewell is unlike other neighborhoods in this area and I strongly believe it is due to the lack of large apartment complexes. By building apartments, this will increase cut through traffic, density, as well as oversaturate our already full nearby public schools.

Please consider not building these apartments and keep Pinewell the hidden gem that it is.

Best regards,

Kathryn Sutter

Sent from my iPhone

Pollock, Susan

From: Andria McClellan <andria.mcclellan@gmail.com>
Sent: Thursday, February 25, 2016 8:46 AM
To: Homewood, George; Pollock, Susan; Simons, Matthew; Earl P Fraley Jr. (fraleyearl@aol.com); Martin Thomas Jr; Matt Hales (mhales@gatewayventures.net); Dan Neumann MD (dr.neumann@cox.net); Ramona Austin (RAustin@odu.edu); Nikita Houchins (Nikitahouchins@kw.com)
Subject: Fwd: I support Pinewell Station

FYI, another email that I didn't see in Dropbox.

Andria McClellan
andria.mcclellan@gmail.com
C: 757-679-2883

Begin forwarded message:

From: Richard <rhahn@seasideblock.com>
Subject: I support Pinewell Station
Date: February 23, 2016 at 7:38:10 PM EST
To: andria.mcclellan@gmail.com

Andria

Pinewell Station

I & my family have been resident of Pinewell since 2003 moved to Ocean View in 1993 my wife I have raise 2 wonderful children here.
Having seen the vast improvements in all of Ocean View from Willoughby Spit to East Beach to what many consider the beginning of the rebirth of Ocean View..... Pinewell by the Bay.

I am a member of Pinewell Civic League and writing to state our (wife & I) full support for PINEWELL STATION.

The Greater Pinewell Civic League meeting was attended by less than 30 people....Pinewell & Pinewell by the Bay 150+/- household, 30 people and just over 1/2 voting against Pinewell Station is not a fair representation of Pinewell.

"loss of recreation facilities" Nobody uses the playground, tennis courts and the Senior Center (outdated) is moving to a much better location. Yes the basketball courts do get used but they could easily be located across the street in City Park.

"traffic impacts & ped safety" the proposed egresses are onto Ocean View Ave not impacting Pinewell at all.

"impact to schools" minimal if any.

I travel a lot (not enough) and enjoy walking the cities and witness the urbanization of America. Norfolk is the Urban CENTER of Coastal Virgina

The positive of 148 apartments Pinewell Station

1 Quality housing helping clean-up the housing stock of Ocean View
2 Raising the standard of rental property in Ocean View
3 Norfolk's other WATERFRONT.
4 Benefiting Ocean View restaurants & businesses

Thank You
Richard Hahn

C: Michael G. Goldsmith, Chief of Police

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

From: Michael G. Goldsmith, Chief of Police

Subject: Donation of a K-9 dog to the City of Norfolk from Dr. Caesar DePaco and Mrs. Deanna Padovani-DePaco

Reviewed: Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: Marcus D. Jones, City Manager

Item Number: **R-1**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Norfolk Police Department

III. **Description:**
This agenda item is an ordinance authorizing the Norfolk Police Department ("NPD"), on behalf of the City of Norfolk (the "city"), to accept a donation of a K-9 dog, having a value of approximately $7,000, from Dr. Caesar DePaco and Mrs. Deanna Padovanci-DePaco.

IV. **Analysis**
Dr. Caesar DePaço and Mrs. Deanna Padovanci-DePaço have an affinity for animals and particularly police K-9's. Since 2014, Dr. and Mrs. DePaco have played a vital role in supporting K-9 programs across the country and around the world. Law enforcement agencies including the Roanoke, Virginia Police Department, Deal, New Jersey Police Department, Oklahoma City, Oklahoma Police Department, the Paris, France Raid Team and numerous others have accepted donations of K-9 dogs.

V. **Financial Impact**
There is no impact to NPD's operating budget. This donation will allow the city to replace Krijger, the four-year-old K-9 that died in the line of duty on January 11, 2016.

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 Norfolk Police Department and the City Attorney's Office.

Supporting Material from the Norfolk Police Department:

- Proposed Ordinance

2/26/2016-bjl

Form and Correctness Approved:

By
Office of the City Attorney

Contents Approved:

By
DEPT. Norfolk Police Department

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING WITH APPRECIATION THE DONATION TO THE CITY OF A K-9 DOG HAVING A VALUE OF APPROXIMATELY $7,000 FROM DR. CAESAR DePACO AND MRS. DEANNA PADOVANI-DePACO FOR THE NORFOLK POLICE DEPARTMENT K-9 PROGRAM.

- - -

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

Section 1:- That the donation to the City of a K-9 dog having a value of approximately $7,000 from Dr. Caesar DePaco and Mrs. Deanna Padovani-DePaco for the Norfolk Police Department K-9 Program is hereby accepted with appreciation.

Section 2:- That the City Manager is hereby authorized to do all things necessary to receive and accept the K-9 dog for use by the Norfolk Police Department.

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

C: Chief, Norfolk Police Department

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

From: Michael G. Goldsmith, Chief
Norfolk Police Department

Subject: Acceptance of a Policing in the 21st Century Grant Award from the Virginia Department of Criminal Justice Services

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-2**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept, appropriate and authorize the expenditure of a Policing in the 21st Century Grant Award ("grant award") of $10,000 from the Virginia Department of Criminal Justice Services ("VDCJS").

IV. **Analysis**
This grant award from the VDCJS will support at-risk youth in our community, and provide training and equipment to increase awareness of and participation in the Police Athletic League and Business Watch program for local businesses.

V. **Financial Impact**
This grant award requires a local cash match of $500.00 in previously-appropriated funds which are to be expended from the city's General Fund.

VI. **Environmental**
N/A

VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Norfolk Police Department, City Attorney's Office, Office of Budget & Strategic Planning, and Public Safety Financial Management.

Supporting Documents from the City Attorney's Office:

- Ordinance

2/11/16 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Norfolk Police Department

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. 2275-19-9144-FY16

$ 500 - match 1000-19-435-576-5236
Account

_____ 3/1/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING A POLICING IN THE 21ST CENTURY GRANT AWARD OF $10,000.00 FROM THE VIRGINIA DEPARTMENT OF CRIMINAL JUSTICE SERVICES FOR THE POLICE ATHLETIC LEAGUE AND BUSINESS WATCH PROGRAMS, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE GRANT FUNDS AND AUTHORIZING THE EXPENDITURE OF $500.00 FROM PREVIOUSLY-APPROPRIATED FUNDS AS A LOCAL CASH MATCH FOR THE PROGRAMS.

- - -

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

Section 1:- That a Policing in the 21st Century Grant Award of $10,000.00 from the Virginia Department of Criminal Justice Services for the support of the Police Athletic League and Business Watch programs is hereby accepted.

Section 2:- That $10,000.00 in grants funds are hereby appropriated and authorized to be expended for training and equipment to support the Police Athletic League and Business Watch programs, according to the terms and conditions of the Policing in the 21st Century grant, if and when the funds are made available from the Virginia Department of Criminal Justice Services.

Section 3:- That a local cash match in the amount of $500.00 in previously-appropriated funds is hereby authorized to be expended for training and equipment from the Police Department General Fund Account #1000-19-435-576-5236.

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

City of NORFOLK

C: Dir., Department of General Services
Dir., Department of Public Work

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

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

Subject: Acquisition of Property located at 316 and 318 Brockwell Avenue

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/7

Approved: Marcus D. Jones, City Manager

Item Number: **R-3**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Public Works

III. **Description:**
This agenda item is an ordinance to approve the City of Norfolk's (the "city's") acquisition of real property owned by Henry Eisenbath, and located at 316 and 318 Brockwell Avenue (the "properties), for the purpose of constructing a retention pond.

IV. **Analysis**
The city seeks to purchase the properties in order to build a retention pond that would allow the city to fix, repair, and maintain proper drainage in this area that has a history of drainage concerns. The *Code of Virginia* § 15.2-1901, §15.2-1901.1 and §15.2-2109 and *Norfolk City Charter* 2(5) provide the city authority to purchase private property for public uses.

V. **Financial Impact**

FY2016 Assessed Value of Each Parcel	$18,000.00 - 316 Brockwell Avenue $18,000.00 – 318 Brockwell Avenue
Total Cost for Acquisition	Each parcel will sell for the assessed value plus $5,000.00 per parcel for transactional costs. Combined total cost for this acquisition is $46,000.00. ($36,000.00 for the parcels plus $10,000.00 for the transactional costs)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.

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

VI. Environmental

There will be no environmental impacts.

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 – Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit Plat
- Legal Description

2/12/16 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

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.

$ 46,000.00 2300-35-010-5307
Account

_____ 3/1/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE FINDING A PUBLIC NECESSITY FOR THE ACQUISITION IN FEE SIMPLE OF CERTAIN PROPERTY LOCATED AT 316 AND 318 BROCKWELL AVENUE FOR THE PURPOSE OF CONSTRUCTION OF A RETENTION POND; APPROVING THE ACQUISITION OF THE PROPERTY BY PURCHASE AGREEMENT OR CONDEMNATION; AND AUTHORIZING THE EXPENDITURE OF A SUM OF UP TO $46,000.00 FROM FUNDS HERETOFORE APPROPRIATED FOR ACQUISITION OF THE PROPERTY AND ALL RELATED TRANSACTIONAL COSTS.

- - -

WHEREAS, the City of Norfolk ("City") has identified a drainage issue at 316 and 318 Brockwell Avenue ("Property") and the surrounding area; and

WHEREAS, in order for the City to fix, repair and maintain proper drainage in the area, it will be necessary to construct a retention pond on the Property, said property being shown on Exhibit A and described in Exhibit B, attached hereto; and

WHEREAS, the City is empowered by the provisions of Virginia Code Sections 15.2-1901, 15.2-1901.1 and 15.2-2109 and by Norfolk City Charter Section 2(5) to acquire private property for public uses; and

WHEREAS, it is the judgment of the Council of the City

of Norfolk that the acquisition of the property is necessary to assist with drainage on and around the Property; and

WHEREAS, available property records indicate that the person or entity having an ownership or other possessory interest in the property to be acquired by the City is, at the time of the adoption of this ordinance, Henry Eisenbath; now, therefore,

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

Section 1:- That pursuant to the provisions of Virginia Code Sections 15.2-1901, 15.2-1901.1 and 15.2-2109 and by Norfolk City Charter Section 2(5), the Council finds that the acquisition of the property shown on Exhibit A and described in Exhibit B is necessary for the purpose of building a retention pond to assist with drainage in the area.

Section 2:- That the acquisition of the said property upon such terms and conditions as the City Manager shall deem reasonable and in the best interest of the City is hereby authorized and approved.

Section 3:- That the City Manager is authorized to accept an appropriate deed in form satisfactory to the City Attorney, and to do all things necessary and proper for the acquisition of the property.

Section 4:- That the expenditure of the sum of up to $46,000.00 from funds heretofore appropriated for the acquisition of the property, including all related transactional costs, is hereby authorized and approved.

Section 5:- That in the event the bona fide efforts to acquire the property by means other than condemnation are ineffectual, the City Manager and City Attorney be, and hereby are, authorized and directed to take such action as may be necessary to acquire the property including the institution of condemnation proceedings and the payment of compensation to the owner of the property to be acquired as well as any other persons having an interest in such property. Based on information in available property records, the name of

the owner of the property to be acquired by the City and the total estimated funds necessary to compensate the owner of the property are as follows:

Henry Eisenbath - not less than $36,000.00.

Section 6:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

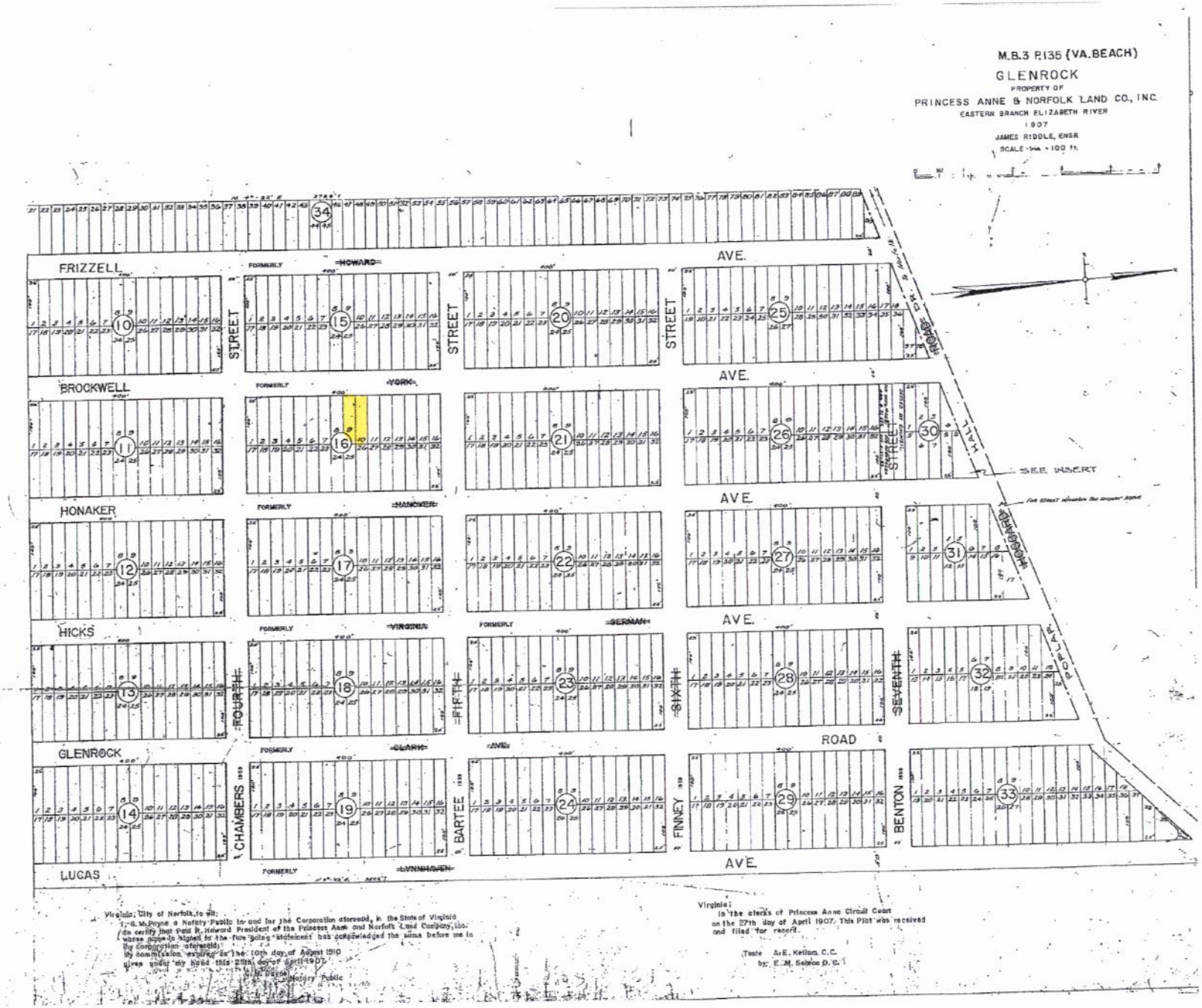


EXHIBIT B TO ORDINANCE

Description
316 – 318 Brockwell Avenue

All those certain lots, pieces or parcels of land, lying, being and situate in the City of Norfolk, at GLENROCK (formerly County of Princess Anne) State of Virginia, being known, numbered and designated as the plat of GLENROCK, which plat is duly of record in the Clerk's Office of the Circuit Court, City of Virginia Beach (formerly Princess Anne County) Virginia, in Map Book 3, page 135, as Lots numbered 9 and 10, in Block 16, on the east side of Brockwell Avenue.

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

March 22, 2016

From: Charles E. Rigney, Sr., Director of Development

Subject: An ordinance authorizing the City Manager to enter into a Performance Agreement with the Economic Development Authority of the City of Norfolk and Colonna's Ship Yard, Incorporated

Reviewed: Peter H. Chapman, Deputy City Manager

Ward/Superward: 4/7

Approved: Marcus D. Jones, City Manager

Item Number: **R-4**

I. **Recommendation** Adopt Ordinance

II. **Applicant** Economic Development Authority ("EDA") of the City of Norfolk

III. **Description**

The City of Norfolk (the "city") has been awarded a grant of, and expects to receive, $200,000.00 from the Commonwealth's Development Opportunity Fund ("COF Grant") through the Virginia Economic Development Partnership ("VEDP") for the purpose of inducing Colonna's Ship Yard, Incorporated ("Colonna's") to make capital improvements. Colonna's will be making a significant capital investment and creating and maintaining a significant number of new jobs, as such capitalized terms are defined in the Performance Agreement.

IV. **Analysis**

- VEDP is willing to provide the COF Grand funds to the EDA with the expectation that the EDA will provide the funds to Colonna's, provided they met certain criteria relating to capital investment and new jobs maintenance and the city.

V. **Financial Impact**

Colonna's capital improvements will total at least $34,250,000.00 and create and maintain at least 51 new jobs.

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

VI. Environmental

N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of Development, City Attorney's Office, Department of Neighborhood Development and the City Manager's office.

Supporting Material from the Department of Development:

- Ordinance
- Performance Agreement

3/2/2016mf

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Development

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A PERFORMANCE AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK AND COLONNA'S SHIP YARD, INCORPORATED.

— — —

WHEREAS, the City of Norfolk (the "Locality") expects to, receive $200,000.00 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership ("VEDP") for the purpose of inducing Colonna's Ship Yard, Incorporated (the "Company") to make capital improvements, including constructing a dry dock and dredging and improving the channel and bulkhead, to its ship repair facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are defined in the Performance Agreement attached hereto; and

WHEREAS, VEDP is willing to provide the COF Grant funds to the Economic Development Authority of the City of Norfolk (the "Authority") with the expectation that the Authority will provide the funds to the Company, provided that the Company promises to

meet certain criteria relating to Capital Investment and New Jobs and the Locality provides a comparable local incentive; and

WHEREAS, the Locality, the Authority, and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation and Maintenance, and the repayment by the Company of all or part of the COF Grant and all or part of the required local incentive under certain circumstances; and

WHEREAS, the Company has stated that the capital improvements to the Facility will entail a capital expenditure by or on behalf of the Company of approximately $34,250,000.00; and

WHEREAS, the Company has stated that the capital improvements to the Facility will further entail the creation and Maintenance of 51 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant; now, therefore

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

Section 1:- That the Performance Agreement between Colonna's Ship Yard, Incorporated, the Economic Development Authority of the City of Norfolk, and the City of Norfolk, a copy of which is attached hereto, wherein the City of Norfolk agrees to the terms and

conditions of the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of Colonna's Ship Yard, Incorporated, regarding Capital Investment and New Job creation, as such terms are defined in the Performance Agreement, and the repayment by Colonna's Ship Yard, Incorporated under certain circumstances of all or part of the COF Grant and all or part of the required local incentive to be provided by the City, is hereby approved.

Section 2:- That the City Manager is authorized to correct, amend, or revise the Performance Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Performance 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 3:- That this ordinance shall be in effect as of the date of its adoption.

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this ____ day of _____, 2016, by and among **COLONNA'S SHIP YARD, INCORPORATED** (the "Company"), a Virginia corporation, the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK** (the "Authority"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), and the **CITY OF NORFOLK, VIRGINIA** (the "Locality"), a municipal corporation of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of, and expects to, receive $200,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to make capital improvements, including constructing a dry dock and dredging and improving the channel and bulkhead, to its ship repair facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, VEDP is willing to provide the COF Grant funds to the Authority with the expectation that the Authority will provide the funds to the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs and the Locality provides a comparable local incentive;

WHEREAS, the Locality, the Authority, and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation and Maintenance, and the repayment by the Company of all or part of the COF Grant and all or part of the local incentive to be provided by the Locality under certain circumstances;

WHEREAS, the Company has stated that the capital improvements to the Facility will entail a capital expenditure by or on behalf of the Company of approximately $34,250,000;

WHEREAS, the Company has stated that the capital improvements to the Facility will further entail the creation and Maintenance of 51 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The Capital Investment must be in capital improvements to the Facility on and after October 1, 2015 through the Performance Date. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease or any purchase under a capital lease, and construction and up-fit by or on behalf of the Company, will qualify as Capital Investment.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $46,072. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 688 full-time jobs at the Facility as of October 1, 2015.

"Performance Date" means March 31, 2019. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company, and VEDP, and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least $34,250,000 and to create and Maintain at least 51 New Jobs at the Facility, all as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

The Company will expand, equip, improve, and operate the Facility in the Locality, make a Capital Investment of at least $34,250,000.00, and create and Maintain at least 51 New Jobs at the Facility, all as of the Performance Date.

The Locality and the Authority hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

The average annual wage of the New Jobs of at least $46,072 is less than the prevailing average annual wage in the Locality of $49,548, but is more than 85% of that prevailing average annual wage ($42,116). The Locality is a high-unemployment locality, with an unemployment rate for 2014, which is the last year for which such data is available, of 6.4% as compared to the 2014 statewide unemployment rate of 5.2%. The Locality is a high-poverty locality, with a poverty rate for 2014, which is the last year for which such data is available, of 23.4% as compared to the 2014 statewide poverty rate of 11.8%.

Section 3. Disbursement of COF Grant.

By no later than March 31, 2016, the Locality will request from VEDP the disbursement to the Authority of the COF Grant. If not so requested by the Locality by March 31, 2016, this Agreement will terminate. The Locality and the Company will be entitled to reapply for a COF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The COF Grant in the amount of $200,000 is expected to be paid promptly by VEDP to the Authority. Within 30 days of its receipt of the COF Grant proceeds, the Authority will disburse the COF Grant proceeds to the Company as an inducement to the Company to achieve the Targets at the Facility. The COF Grant proceeds will be used for any purpose permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *Commonwealth-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$200,000

Virginia Jobs Investment Program ("VJIP") (Estimated)	50,400
Enterprise Zone Job Creation Grant ("E. Z. Job Creation Grant") (Estimated)	68,000
Virginia Investment Partnership Grant ("VIP Grant") (Estimated)	250,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3. The VJIP proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The E. Z. Job Creation Grant and the VIP Grant proceeds may be used by the Company for any lawful purpose.

(b) *Locality-Level Incentives:* The Locality will provide the following incentive, as a matching grant or otherwise, for the Facility:

Category of Incentive:	Total Amount
Local Enterprise Zone Benefits	$200,000

If, by the Performance Date, the proceeds from the Local Enterprise Zone Benefits disbursed or committed to be disbursed by the Locality to the Company total less than the $200,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference at the Performance Date in lieu of the remaining portion of the Local Enterprise Zone Benefits, so long as the Company has met its Targets (the "Additional Grant").

The proceeds from the Local Enterprise Zone Benefits may be used by the Company for any lawful purpose.

Section 5. Repayment Obligation.

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least $1,500,000 in the Facility and create and Maintain at least 15 New Jobs at the Facility in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the entire COF Grant and Real Estate Grant must be repaid by the Company to the Authority.

(b) *If Statutory Minimum Eligibility Requirements are Met:* The provisions of this subsection (b) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a). For purposes of repayment, the COF Grant is to be allocated as $100,000 (50%) for the Company's Capital Investment Target and $100,000 (50%) for its New Jobs Target. If the Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the COF Grant or the Local Enterprise Zone Benefits. If the Company has not met at least 90% of either or both of its Targets at the Performance Date, the Company shall (i) repay to the Authority that part of the COF Grant that is proportional to the Target or Targets for which there

is a shortfall and (ii) repay to the Locality that part of the Local Enterprise Zone Benefits that is proportional to the Target or Targets for which there is a shortfall and the Company shall not be entitled to receive any Additional Grant. For example, if at the Performance Date, the Capital Investment is only $25,687,500 (reflecting achievement of 75% of the Capital Investment Target) and only 38 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company shall repay to the Authority 25% of the moneys allocated to the Capital Investment Target ($25,000) and 25% of the moneys allocated to the New Jobs Target ($25,000) and shall repay to the Locality 25% of the value of the Local Enterprise Zone Benefits realized as of the Performance Date.

(c) *Determination of Inability to Comply:* If the Locality, the Authority, or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority, or VEDP shall have promptly notified the Company of such determination, the Company must repay the entire COF Grant to the Authority and must repay the value of the Local Enterprise Zone Benefits received to date to the Locality (and the Company shall not be entitled to receive any Additional Grant). Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

(d) *Repayment Dates:* ***The Company's repayment obligations shall be due and payable from the Company to the Authority and the Locality within ninety days of the Performance Date or the Determination Date, as applicable.*** Any COF Grant moneys repaid by the Company to the Authority hereunder shall be repaid promptly by the Authority to VEDP for redeposit into the Commonwealth's Development Opportunity Fund. The Authority shall use its best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

Section 6. <u>Company Reporting</u>.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority, and VEDP of the Company's progress toward achieving the Targets. Such progress reports will be provided annually, beginning on July 1, 2016, and on each July 1 thereafter through the Performance Date, covering the period through the prior March 31. The Company shall provide such additional information regarding the Targets as the Locality, the Authority, or VEDP may reasonably require.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax. VEDP has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such

information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

The Company hereby authorizes the Office of the Treasurer of the Locality to release to VEDP the Company's real estate tax, business personal property tax, and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If VEDP should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority or VEDP may request. It is hereby understood that the amount reflected on the tax information released by the Office of the Treasurer may not equal the amount reported to comply with the Capital Investment required by this Agreement.

If requested by VEDP, the Company shall provide to VEDP copies of the Company's quarterly filings with the Virginia Employment Commission covering the period from October 1, 2015, through the Performance Date.

Section 7. Notices.

Formal notices and communications between the Parties shall be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Colonna's Ship Yard, Incorporated
400 E. Indian River Road
Norfolk, VA 23510
Email: rwieters@colonnaship.com
Attention: Rebecca Wieters

with a copy to:

McGuireWoods, LLP
101 W. Main Street, Suite 9000
Norfolk, VA 23510
Facsimile: (757) 640-3968
Email: jpadgett@mcguirewoods.com
Attention: John Padgett

if to the Locality, to:

City of Norfolk, Virginia

with a copy to:

City of Norfolk, Virginia

Office of the City Manager
810 Union Street, 1001 City Hall Bldg.
Norfolk, Virginia 23510
Facsimile: 757-664-4239
Attention: City Manager

City Attorney's Office
810 Union Street, 910 City Hall Bldg.
Norfolk, Virginia 23510
Facsimile: 757-664-4201
Attention: City Attorney

if to the Authority, to:

Economic Development Authority of
the City of Norfolk
500 E. Main Street, Suite 1500
Norfolk, Virginia 23510
Facsimile: 757-441-2910
Email: jared.chalk@norfolk.gov
Attention: Secretary/Treasurer

with a copy to:

Kaufman & Canoles, P. C.
150 W. Main Street, Suite 2100
Norfolk, Virginia 23510
Facsimile: 888-360-9092
Email: glconsolvo@kaufcan.com
Attention: George L. Consolvo, Esq.

if to VEDP, to:

Virginia Economic Development Partnership
901 East Byrd Street, 19th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Facsimile: 804-545-5611
Email: mbriley@yesvirginia.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
901 East Byrd Street, 19th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Facsimile: 804-545-5611
Email: smcninch@yesvirginia.org
Attention: General Counsel

Section 8. <u>Miscellaneous</u>.

(a) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Norfolk, Virginia and such litigation shall be brought only in such court.

(c) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

COLONNA'S SHIP YARD, INCORPORATED

By _____
Name: _____
Title: _____
Date: _____

CITY OF NORFOLK, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENTS:

_____
Director, Department of Development

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

By _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENTS:

_____
Executive Director, Economic Development Authority of the City of Norfolk

APPROVED AS TO FORM AND CORRECTNESS:

_____

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

March 22, 2016

To the Honorable Council
City of Norfolk, Virginia

R-5

Re: Ordinance to Amend Norfolk City Code Sections 28-11 and 28-12(a)

Dear Ladies and Gentlemen:

Attached please find an ordinance amending Norfolk City Code Sections 28-11 and 28-12(a) concerning nudity. The ordinance adds an exception allowing for breastfeeding in public places to conform with the Code of Virginia's provisions on the subject.

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

3/2/16 - JEC:11

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. City Attorney

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND AND REORDAIN SECTION 28-11 AND SECTION 28-12(a) OF THE NORFOLK CITY CODE, 1979, CONCERNING INDECENT EXPOSURE AND PUBLIC NUDITY **SO AS TO** ADD AN EXCEPTION TO CONFORM WITH THE CODE OF VIRGINIA REGARDING BREASTFEEDING.

- - -

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

Section 1:- That Section 28-11 of the Norfolk City Code, 1979, is hereby amended and reordained to read as follows:

Sec. 28-11. Indecent exposure generally.

No person in this city shall intentionally make an obscene display or exposure of his person, or the private parts thereof, in any public place or in any place where others are present, or procure another to so expose himself. No person shall be deemed to be in violation of this section for breastfeeding a child in any public place or any place where others are present.

Section 2:- That Section 28-12(a) of the Norfolk City Code, 1979, is hereby amended and reordained to read as follows:

Sec. 28-12. Public nudity.

(a) It shall be unlawful for any person to knowingly, voluntarily and intentionally appear in public, or in a public place, in a state of nudity in this city, or employ, encourage or procure another person to so appear, or aid or abet another person who so appears. No person shall be deemed to be in violation of this section for breastfeeding a child in any public place or any place where others are present.

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

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
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ALEX H. PINCUS

March 22, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Office Depot, Inc.

R-6

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Office Depot, Inc. in the amount of $3,592.82 based upon the overpayment of its Business License Tax for the year 2015, resulting in a refund due of $3,592.82, 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

3/2/2016mr
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.

$ 3592.82 1000 104 010 4101
Account
Director of Finance 3/4/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO OFFICE DEPOT, INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE YEAR 2015.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by Office Depot, Inc. for the year 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 $3,592.82, plus interest; now, therefore

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

Section 1:- That $3,592.82 is hereby appropriated for a refund to Office Depot, Inc. for the year 2015.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to Office Depot, 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.

MGF — RBP

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Office Depot, Inc.
Account Number
89449/023669

February 11, 2016

Overview: Office Depot ceased business operations on May 16, 2015.
The taxpayer is requesting a refund based on Virginia Code § 58.1-3710. The pro-rated refund equals $3,592.82

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 **$3,592.82** 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 **$3,592.82.**

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 $3,592.82 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — 2/18/16 Date

Bernard Pishko, City Attorney — 3/2/16 Date