CITY COUNCIL
AGENDA
TUESDAY, APRIL 12, 2016

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

Council Interests

Documents: 04-12-16 CITY COUNCIL INTERESTS.PDF

Break For Dinner

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

5:30 PM

Medical Hub Of The Region
Presenter: *Peter Chapman, Deputy City Manager*

6:30 PM

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

Additional Documents

Documents: 04-12-16 CITY PLANNING COMMISSION PUBLIC HEARING RESULTS FROM MARCH 24.PDF, 04-12-16 NONSTANDARD LOT CERTIFICATE - 629 W. 34TH ST.PDF, 04-12-16 PENDING LAND USE ACTIONS.PDF, 04-12-16 VISION 2100 KICKOFF AND VISIONING MEETINGS.PDF, 04-12-16 MINUTES OF COMMUNITIES AND PUBLIC SAFETY COMMITTEE AND CITY COUNCIL MEETING OF MARCH 22.PDF

Announcement Of Meeting

Documents: 04-12-16 ANNOUNCEMENT OF MEETING.PDF

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

Prayer
Prayer to be offered by Vice Mayor Angelia Williams Graves, followed by the Pledge of Allegiance.

Invitation To Bid

IB-1

INVITATION TO BID scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a **Long Term Garage Parking Agreement**, with a term of approximately 11.5 years, with the option to extend the term for up to four (4) additional periods of five (5) years each, for 165 parking spaces in the **City of Norfolk in Fountain Park Garage** located at **130 Bank Street** and Commercial **Place Garage** located at **520 E. Main Street**.

Documents: IB-01 ACCEPTANCE OF BID FOR LONG TERM PARKING AGREEMENT.PDF

Public Hearings

PH-1

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on a **Performance Agreement** with the **Economic Development Authority of the City of Norfolk** and **Norfolk Southern Corporation**.

Documents: PH-01 PERFORMANCE AGREEMENT WITH EDA AND NORFOLK SOUTHERN FOR COMMONWEALTH OPPORTUNITY FUND.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 **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**.

(PASSED BY AT THE MEETING OF MARCH 22, 2016)

Documents: PH-02 CHANGE OF ZONING AT 2729 BOWDENS FERRY RD - ANDALOUSI.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, to hear comments on the closing, vacating and discontinuing a portion of **Faquier Street** from the northern line of **Bellamy Avenue**.

Documents: PH-03 CLOSURE OF A PORTION OF FAUQUIER ST.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, to hear comments on a **Lease Agreement** with the **Girl Scout Council of Colonial Coast** on property located at **8420 Granby Street**.

Documents: PH-04 RENEWAL OF LEASE AGREEMENT WITH GIRL SCOUT COUNCIL OF THE COLONIAL COAST.PDF

PH-5

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the

conveyance to **Jeanne Barefield** and **Katherine Barefield Metzgar** on property located at **6049 Lake Terrace Circle**.

Documents: PH-05 SALE OF PROPERTY AT 6049 LAKE TERRACE CIR.PDF

PH-6

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance of a **GEM Lot** to **Jay Investment Corporation**, on property located at **1400 Marsh Street**.

Documents: PH-06 CONVEYANCE OF GEM LOT - 1400 MARSH ST.PDF

Regular Agenda

R-1

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation on an eating and drinking establishment named **'California Burrito'** on property located at **319 Granby Street, Suite 319**," will be introduced in writing and read by its title.

Documents: R-01 SPECIAL EXCEPTION - MIGUEL ROLDAN.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Day Care Home** known as **'Christy's Day Care'** on property located at **414 33rd Street**," will be introduced in writing and read by its title.

Documents: R-02 SPECIAL EXCEPTION - CHRISTYS HOME DAY CARE.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Day Care Home known as **'Marcelle Checkley Homecare'** on property located at **533 34th Street**," will be introduced in writing and read by its title.

Documents: R-03 SPECIAL EXCEPTION - MARCELLE CHECKLEYS HOME DAY CARE.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation on an eating and drinking establishment named **'FMC Garden Café'** on property located at **5511 Faris Street**," will be introduced in writing and read by its title.

Documents: R-04 SPECIAL EXCEPTION - BRANDON MORRISON.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to operate a used merchandise sales establishment named **'NSJ Foundation'** on property located at **953 North Newtown Road**," will be introduced in writing and read by its title.

Documents: R-05 SPECIAL EXCEPTION - NSJ FOUNDATION.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Commercial Drive-Through** for commercial business, not yet named, on property located at **7813 Shore Drive**," will be introduced in writing and read by its title.

Documents: R-06 SPECIAL EXCEPTION - REG MAHONEY.PDF

R-7

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'The Dirty Buffalo'** on property located at **4012 Colley Avenue**," will be introduced in writing and read by its title.

Documents: R-07 SPECIAL EXCEPTION - THE DIRTY BUFFALO.PDF

R-8

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Noddles & Company'** on property located at **1081 North Military Highway**," will be introduced in writing and read by its title.

Documents: R-08 SPECIAL EXCEPTION - NOODLES AND COMPANY.PDF

R-9

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the alternative signage for **'The Main'** on property located at **100 and 120 East Main Street**," will be introduced in writing and read by its title.

Documents: R-09 SPECIAL EXCEPTION - THE MAIN.PDF

R-10

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Tinto Wine & Cheese, Etc.'** on property located at 999 Waterside Drive, Suite 113," will be introduced in writing and read by its title.

Documents: R-10 SPECIAL EXCEPTION - TINTO WINE AND CHEESE, ETC..PDF

R-11

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'The Granby Social Club'** on property located at **763 Granby Street, Suite 765**," will be introduced in writing and read by its title.

Documents: R-11 SPECIAL EXCEPTION - THE GRANBY SOCIAL CLUB.PDF

R-12

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a tattoo parlor named **'Artisan Body Piercing'** on property located at **5720 Hoggard Road, Suite B**," will be introduced in writing and read by its title.

Documents: R-12 SPECIAL EXCEPTION - ARTISAN BODY PIERCING.PDF

R-13

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Commercial Drive-Through** for **'Dunkin Donuts'** on property located at **8410 Hampton Boulevard**," will be introduced in writing and read by its title.

Documents: R-13 SPECIAL EXCEPTION - DUNKIN DONUTS.PDF

R-14

Letter from the City Manager and A Resolution entitled, "A Resolution requesting that the **City Planning Commission** undertake to prepare an amendment to the City's General Plan, *planorfolk2030*, **SO AS TO** adopt and incorporate a **'Sand Management Plan'**," will be introduced in writing and read by its title.

Documents: R-14 RESOLUTION TO REQUEST ADOPTION OF A SAND MANAGEMENT PLAN.PDF

R-15

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Downtown Development Certificate** to permit the renovation of an existing, historic building for use as a multi-family residential dwelling on property located at **519 Front Street**," will be introduced in writing and read by its title.

Documents: R-15 DOWNTOWN DEVELOPMENT CERTIFICATE FOR TWO DEVELOPMENT WAIVERS - JAMES REIDY.PDF

R-16

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the dedication of certain city owned property as a public street so as to extend the existing street known as **Pritchard Street**," will be introduced in writing and read by its title.

Documents: R-16 DEDICATION OF CITY PROPERTY TO EXTEND PRITCHARD ST.PDF

R-17

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Prakoon, LLC** to encroach into the right-of-way at **417 West 21st Street** with signage," will be introduced in writing and read by its title.

Documents: R-17 ENCROACHMENT AT 417 W. 21ST STREET - PRAKOON LLC.PDF

R-18

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Prakoon, LLC** to encroach into the right-of-way at **419 West 21st Street** with signage," will be introduced in writing and read by its title.

Documents: R-18 ENCROACHMENT AT 419 W. 21ST ST - PRAKOON, LLC.PDF

R-19

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **456 Granby Street, LLC** permission to encroach at **456 Granby Street** into the rights of way of **Granby Street** and **Charlotte Street** approximately 440 square feet for the purpose of outdoor dining and approving the terms and conditions of the

Encroachment Agreement," will be introduced in writing and read by its title.

Documents: R-19 ENCROACHMENT FOR OUTDOOR DINING - 456 GRANBY ST.PDF

R-20

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Sigraz, LLC** permission to encroach at **219 Granby Street** into the rights of way of **Granby Street** and **Brooke Avenue** approximately 413 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

Documents: R-20 ENCROACHMENT FOR OUTDOOR DINING - 219 GRANBY ST.PDF

R-21

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to accept funds from the **Commonwealth of Virginia** for the purpose of enabling the **Nauticus Foundation** to purchase **Schooner Virginia**, approving a **Grant Agreement** between the **City of Norfolk** and the **Nauticus Foundation**, appropriating funds as contemplated by the terms of the Grant Agreement, and authorizing the City Manager to execute the Grant Agreement on behalf of the City," will be introduced in writing and read by its title.

Documents: R-21 GRANT AGREEMENT WITH THE NAUTICUS FOUNDATION.PDF

R-22

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a grant award to the City of up to $145,000 per year for five (5) years beginning with **Fiscal Year 2016** from the **Virginia Department of Behavioral Health and Developmental Services** and appropriating and authorizing the expenditure of the grant funds by the City to prevent prescription drug abuse and heroin overdose in youths and young adults," will be introduced in writing and read by its title.

Documents: R-22 GRANT AWARD FROM VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENT SERVICES.PDF

R-23

Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing an amendment to **Lease** between **WTC Financial Associates, LLC, 435 East WTC, LLC** and the City of Norfolk for a portion of that certain property located at **101 West Main Street, Suite 100** and authorizing the City Manager to execute the Amendment on behalf of the City of Norfolk," will be introduced in writing and read by its title.

Documents: R-23 EXTENSION OF LEASE FOR OFFSITE GALLERY - 101 W. MAIN ST.PDF

R-24

Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend the **Waterside Lease** and **Grant Agreement**," will be introduced in writing and read by its title.

Documents: R-24 AMENDMENT TO THE WATERSIDE LEASE AND GRANT AGREEMENT.PDF

THE CITY OF NORFOLK

April 8, 2016

City Council;

Today's memo includes information from the March 22nd Council meeting. Highlights include:

- Zika Virus Planning
- Lot Cleanup
- Landscaping Updates

This week Norfolk celebrated National Walking Day with a new one mile route in Downtown. About a hundred of our friends donned sneakers to take the first steps! Dr. Whibley kicked it all off.

Norfolk hosted a Spring Job Fair at the Workforce Development Center on March 24th. More than 1,200 job seekers and 50 employers were on hand. It was the largest crowd ever! WAVY-TV covered the event.

THE CITY OF NORFOLK

MEMORANDUM

TO:	City Council
FROM:	Lori A. Crouch, Corporate Communications Director
COPIES TO:	City Clerk, City Attorney
SUBJECT:	Council Interests
DATE:	April 8, 2016

Today's memo includes information from the March 22nd Informal Session and additional information from the Norfolk Health Department on the Zika virus.

North Shore Road construction: The North Shore Road location that has been used by the City's water and sewer contractor as a laydown area is scheduled to be vacated and restored by the end of April. The Department of Utilities will advise bidders for the next phase of the project that this site is no longer available.

Meadowbrook Fire Station project: Staff is currently reviewing design-build contract proposals now and expect to select a contractor in July. Staff will work with the community to develop park portion of the project.

Pedestrian-friendly streets: Public Works has identified $2M in state funds leftover from other projects. Staff will reprogram that money and prioritize key intersections for improvement. Norfolk Police increasing police presence and enforcement to curb speeding along Tidewater Drive corridor.

Fugitive Dust: Public Works reviewed the most recent Full Compliance Evaluations (2012 and 2014) conducted by the Department of Environmental Quality which assessed the facility's generators, shipyard coating operations and abrasive blasting operations. The facility was found to be in compliance with DEQ Air Program requirements.

Lot Cleanup: Staff reached out to the property owner of the former Giant Market lot. Trucks are parking illegally on the property. The property owner has agreed to place "No Parking" signs. Staff is working with the property to remove the trucks currently on the property. The property owner will cut the grass and clean the lot as soon as weather permits.

East Beach Yield Sign: The Yield sign is scheduled for Council consideration in April this month.

Military Highway/Little Creek Blvd Landscaping: Recreation, Parks and Open Space staff trimmed the trees and tidied the landscaping in this median.

THE CITY OF NORFOLK

Zika Virus: Zika is a viral disease transmitted by the bite of an infected mosquito and is receiving much attention from federal, state, and local health authorities in the United States. While there have been several cases of Zika virus confirmed in Virginia, all have been travel associated. No local transmission of Zika is known to have occurred at this time. The Governor of Virginia recently established a Zika Task Force and the Virginia Department of Health is currently developing its state-wide Zika response plan.

The Norfolk Department of Public Health is well underway with its Zika response planning. Targeted mosquito control based on prevention will be a core strategy locally and staff are actively involved with ensuring availability of appropriate resources, developing education materials, and partnering with other city departments and stakeholders to help eliminate mosquito breeding and reduce the likelihood of disease transmission should Zika be confirmed in the area.

THE CITY OF NORFOLK

MEMORANDUM

TO: City Council

THROUGH: Marcus D. Jones, City Manager

CC TO: City Attorney, City Clerk

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

SUBJECT: March 24, 2016 City Planning Commission Public Hearing Results

DATE: April 8, 2016

Attached are the results from the March 24, 2016 Norfolk City Planning Commission public hearing. This report will be prepared on a monthly basis, following each Planning Commission public hearing, to ensure you are informed of Planning Commission actions. No action is required on this report.

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

CITY PLANNING COMMISSION PUBLIC HEARING AGENDA
MARCH 24, 2016
RESULTS

The Norfolk City Planning Commission will hold a public hearing on March 24, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia to consider the following applications:

I. City Design Review items:

APPROVAL RECOMMENDED, 7-0

1. **Front Street Flats,** for a substantial renovation for the conversion of an existing warehouse to 57 multi-family dwelling units at 519 Front Street.
   - **a.** Encroachment – Design Review for building improvements.
   - **b.** Downtown Development Certificate – Waiver for building placement.
   - **c.** Downtown Development Certificate – Waiver for off-street parking.

II. Public Hearing items:

CONTINUED AGENDA

APPROVAL RECOMMENDED, 7-0

1. **NSJ FOUNDATION,** for a special exception to operate a used merchandise sales establishment at 953 N. Newtown Road.

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

REGULAR AGENDA

CONTINUED TO APRIL 28th

1. **THE MONUMENT COMPANIES,** to grant development waivers for a Granby Development Certificate to permit a substantial renovation of an existing structure located at 200 East 22nd Street.

   The purpose of the development waivers is to allow for the historic rehabilitation of the building without requiring ground-floor active uses (commercial/retail) directly along the Monticello Avenue feeder lane, to not require 50% ground-floor transparency, and to waive the 80% maximum lot coverage requirement.

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

CONTINUED TO APRIL 28th

2. **CITY PLANNING COMMISSION,** for a text amendment to section Table 11-31-A, "PCO-35th Table 11-31-A – Table of Land Uses" of the *Zoning Ordinance* to permit Funeral Homes as a land use permitted by special exception within the 35th Street Pedestrian Commercial Overlay (PCO-35th Street) district.

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

APPROVAL RECOMMENDED, 7-0

3. **THE MAIN HOTEL CONFERENCE CENTER,** for a special exception to permit alternative signage on property located at 100 and 120 E. Main Street.

   Staff contact: Bobby Tajan at (757) 664-4756, robert.tajan@norfolk.gov

APPROVAL RECOMMENDED, 7-0

4. **ARTISAN BODY PIERCING**, for a special exception to operate a tattoo parlor at 5720 Hoggard Road, Suite B.

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

APPROVAL RECOMMENDED, 7-0

5. **CHRISTY'S DAYCARE**, for a special exception to operate a day care home at 414 33rd Street.

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

APPROVAL RECOMMENDED, 7-0

6. **MARCELLE CHECKLEY HOMECARE**, for a special exception to operate a day care home at 533 34th Street.

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

CONTINUED TO APRIL 28th

7. **WELLS FARGO BANK**, for a special exception to operate a commercial drive-through at 4231 East Little Creek Road.

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

APPROVAL RECOMMENDED, 7-0

8. **REG MAHONEY**, for a special exception to operate a commercial drive-through at 7813 Shore Drive.

   Staff contact: Sarah Richards at (757) 664-7470, sarah.richards@norfolk.gov

APPROVAL RECOMMENDED, 7-0

9. **DUNKIN DONUTS**, for a special exception to operate a commercial drive-through at 8410 Hampton Boulevard.

   Staff contact: Sarah Richards at (757) 664-7470, sarah.richards@norfolk.gov

APPROVAL RECOMMENDED, 7-0

10. **NOODLES & COMPANY, INC.**, for a special exception to operate an eating and drinking establishment at 1081 North Military Highway.

    Staff contact: Sarah Richards at (757) 664-7470, sarah.richards@norfolk.gov

APPROVAL RECOMMENDED, 7-0

11. **CALIFORNIA BURRITO**, for a special exception to operate an eating and drinking establishment at 319 Granby Street, Suite 319.

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

APPROVAL RECOMMENDED, 7-0

12. **FMC GARDEN CAFE**, for a special exception to operate an eating and drinking establishment at 5511 Faris Street.

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

APPROVAL RECOMMENDED, 7-0

13. **TINTO WINE AND CHEESE, ETC.,** for a special exception to operate an eating and drinking establishment at 999 Waterside Drive, Suite 113.

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

APPROVAL RECOMMENDED, 7-0

14. **THE DIRTY BUFFALO**, for the following applications at 4012 Colley Avenue:
    a. Special exception to operate an eating and drinking establishment.
    b. Special exception to operate a recreation center, commercial.

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

CONTINUED TO APRIL 28th

15. **THE PARLOR,** for a special exception to operate an entertainment establishment with alcoholic beverages at 804 Granby Street, Suite 806.

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

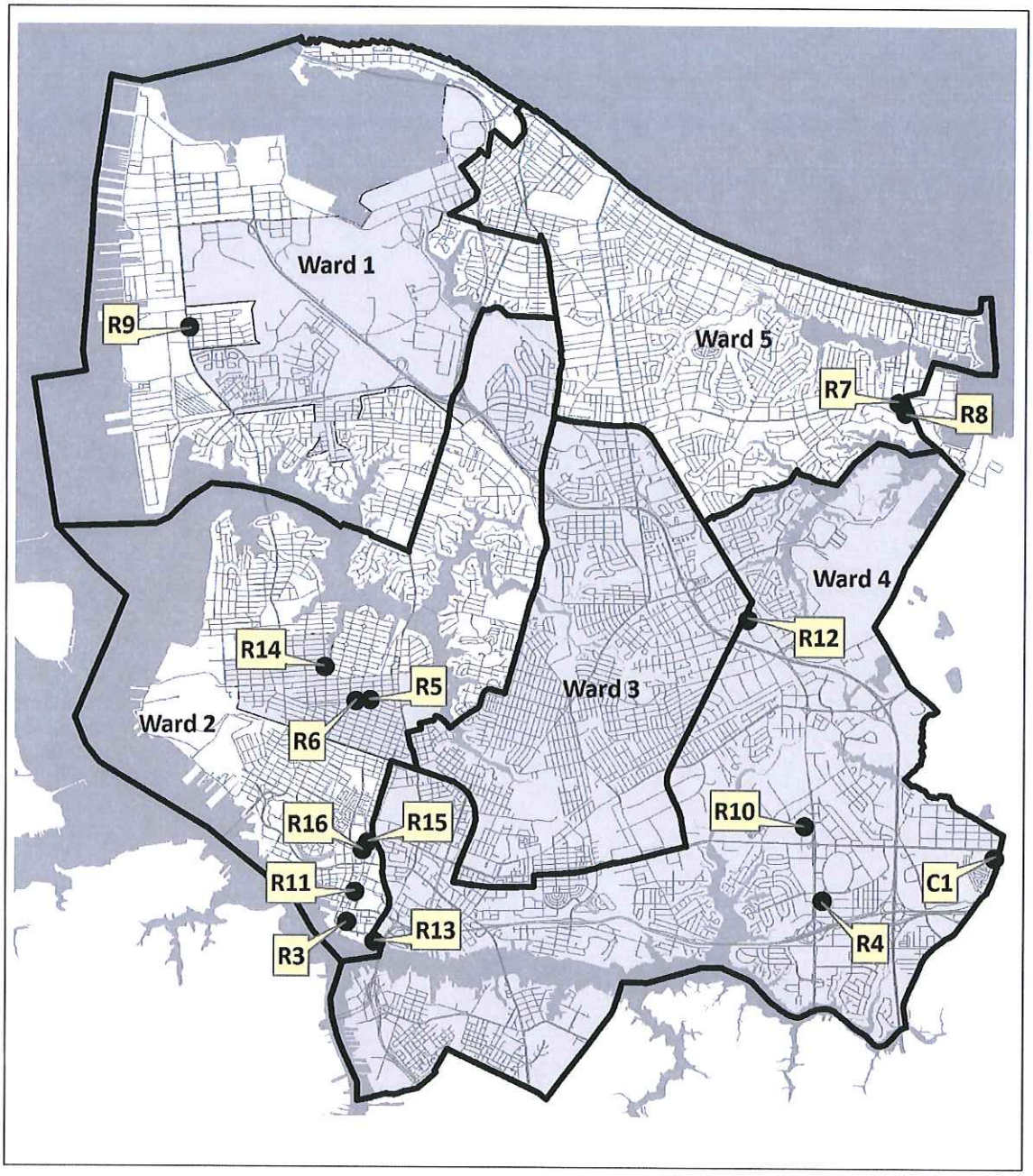
APPROVAL RECOMMENDED, 7-0

16. **THE GRANBY SOCIAL CLUB**, for a special exception to operate an entertainment establishment with alcoholic beverages at 765 Granby Street.

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

Maps, plats, and other information concerning the above proposals may be seen at the office of the Department of City Planning, Room 508, City Hall Building, Norfolk, Virginia 23510 or you may telephone (757) 664-4752. All interested parties are invited to be present at the time and place noted above. Additional information may be obtained online at: http://www.norfolk.gov/planning/city_planning_commission.asp

George M. Homewood, AICP, CFM
Executive Secretary



Planning Commission Items
MARCH

0 4,000 8,000 16,000 Feet

Superwards
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This map is for graphic purposes only.

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

THE CITY OF NORFOLK
CITY PLANNING

Inter Departmental Memorandum

TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George Homewood, AICP, Director of City Planning
COPIES TO:	Ronald G. Moore, Sr. Design & Rehabilitation Consultant
SUBJECT:	Non Standard Lot Certificate – 629 W. 34th Street
DATE:	April 8, 2016

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

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

Property Information

Location:	629 W. 34th Street	**Neighborhood:**	Park Place
Zoning:	R-8	**Standard Lot Size:**	50 Ft. x 100 Ft.
House Type:	2 Story Single Family	**Proposed Lot Size:**	25 Ft. x 109 Ft.
House Size: (Width x Depth)	19 Ft. x 43 Ft.	**Square Footage:**	1,604 Sq. Ft.

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

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

THE CITY OF NORFOLK
CITY PLANNING

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

Applicant Information

Applicant Name:	Enrico V. Richards	**Date of Application:**	October 23, 2015
Mailing Address:	3837 Chimney Creek Drive		
City, State, Zip Code:	Virginia Beach, VA 23462		
Phone Number:	757.469.8009	**E-Mail:**	

Property Information

Location:	629 W. 34th Street	**Neighborhood:**	Park Place
Zoning:	R-8	**Standard Lot Size:**	50 Feet x 100 Feet
House Type:	2 Story Single Family	**Proposed Lot Size:**	25 Feet X 109 Feet
Proposed House Size:	19 Feet x 43 Feet	**Square Footage:**	1604 SF

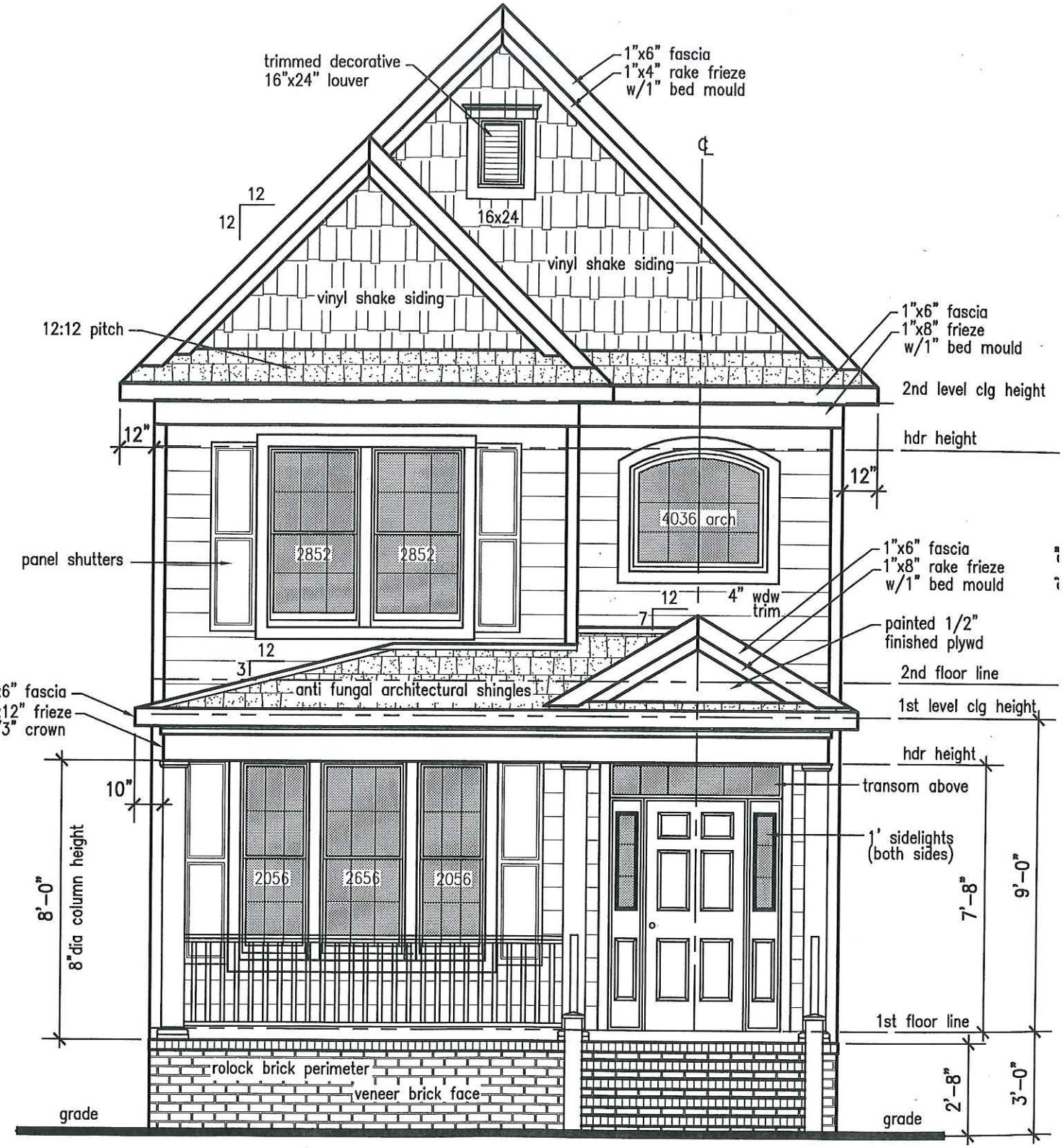
The proposed building plans and elevations for development of the site at 629 W. 34th Street and located in the Park Place neighborhood in Norfolk, Virginia has been determined to be in keeping with the character of the neighborhood using the standards established by City Council in Section 4-0.15 of the Zoning Ordinance, which include but are not limited to location and placement of windows, doors, roof(s), porch (es), columns, driveways, garage(s), and building height.

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

George Homewood, AICP, Director
City Planning

April 8, 2016
Date

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



· Front Elevation ·

1/4"=1'-0"

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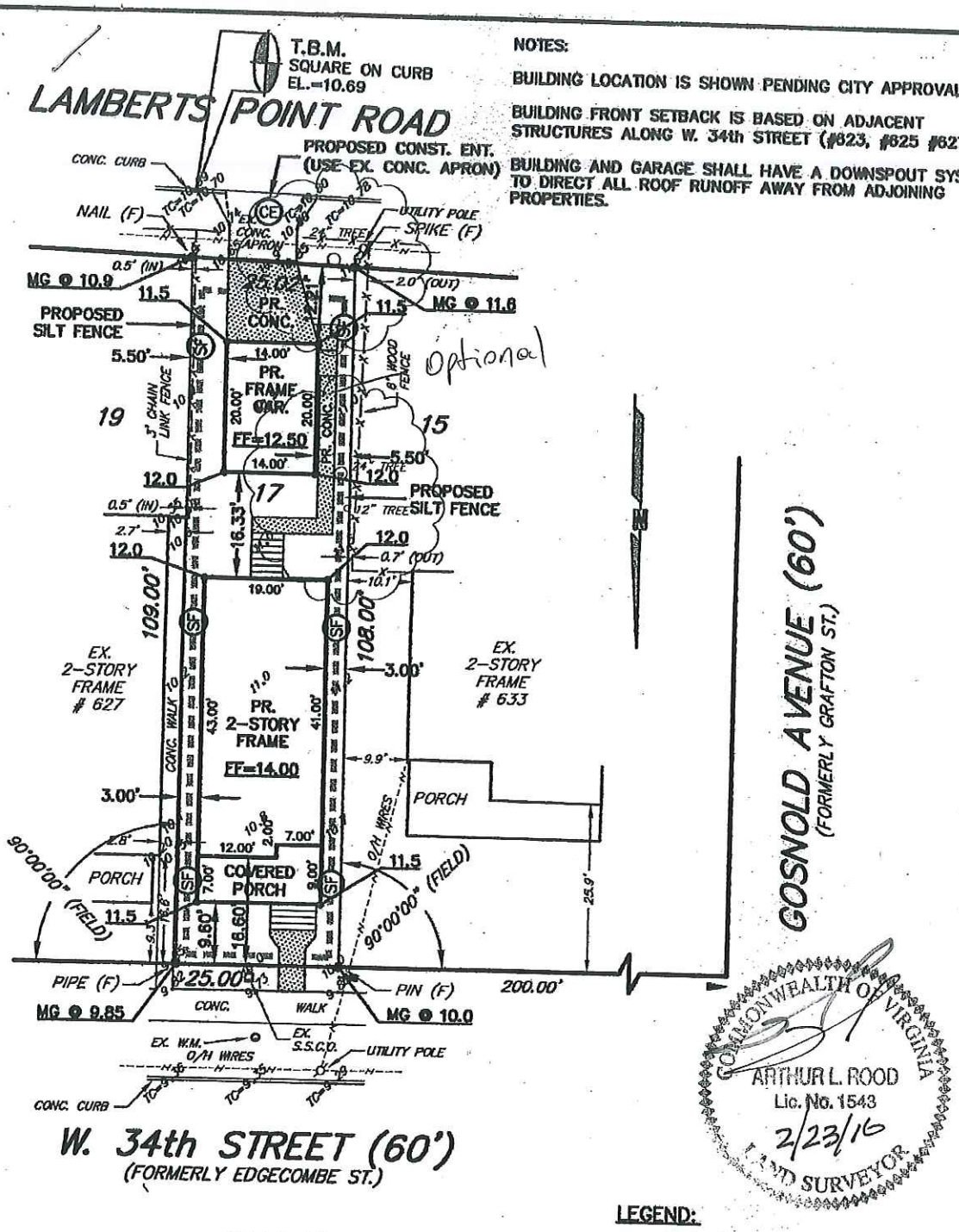


NOTES:

BUILDING LOCATION IS SHOWN PENDING CITY APPROVAL.

BUILDING FRONT SETBACK IS BASED ON ADJACENT STRUCTURES ALONG W. 34th STREET (#623, #625 #627)

BUILDING AND GARAGE SHALL HAVE A DOWNSPOUT SYSTEM TO DIRECT ALL ROOF RUNOFF AWAY FROM ADJOINING PROPERTIES.

COMMONWEALTH OF VIRGINIA
ARTHUR L. ROOD
Lic. No. 1543
2/23/16
LAND SURVEYOR

LEGEND:

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

SITE PLAN
OF
LOT 17, BLOCK B
KENSINGTON
NORFOLK, VIRGINIA
FOR
NIKITA HOUCHINS

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

GRAPHIC SCALE
0 10 20 40 60

SCALE:	1"=20'	DRAWN BY:	W.W.L.
DATE:	02/17/2016	SHEET	1 OF 5
LAT/DEED REFERENCE:	M.B. 4, P. 78 (Chesapeake)	F.B. T-121 PG. 56-57	

63,231

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:	April 8, 2016

Attached for your review is the Pending Land Use Report, identifying applications received from March 16, 2016 through April 5, 2016. The report reflects items that are tentatively scheduled to be heard at the April 11, 2016 Architectural Review Board and the May 26, 2016 City Planning Commission meetings. In an effort to provide advance notice, this report is prepared prior to City Council meetings. No action is required on this report.

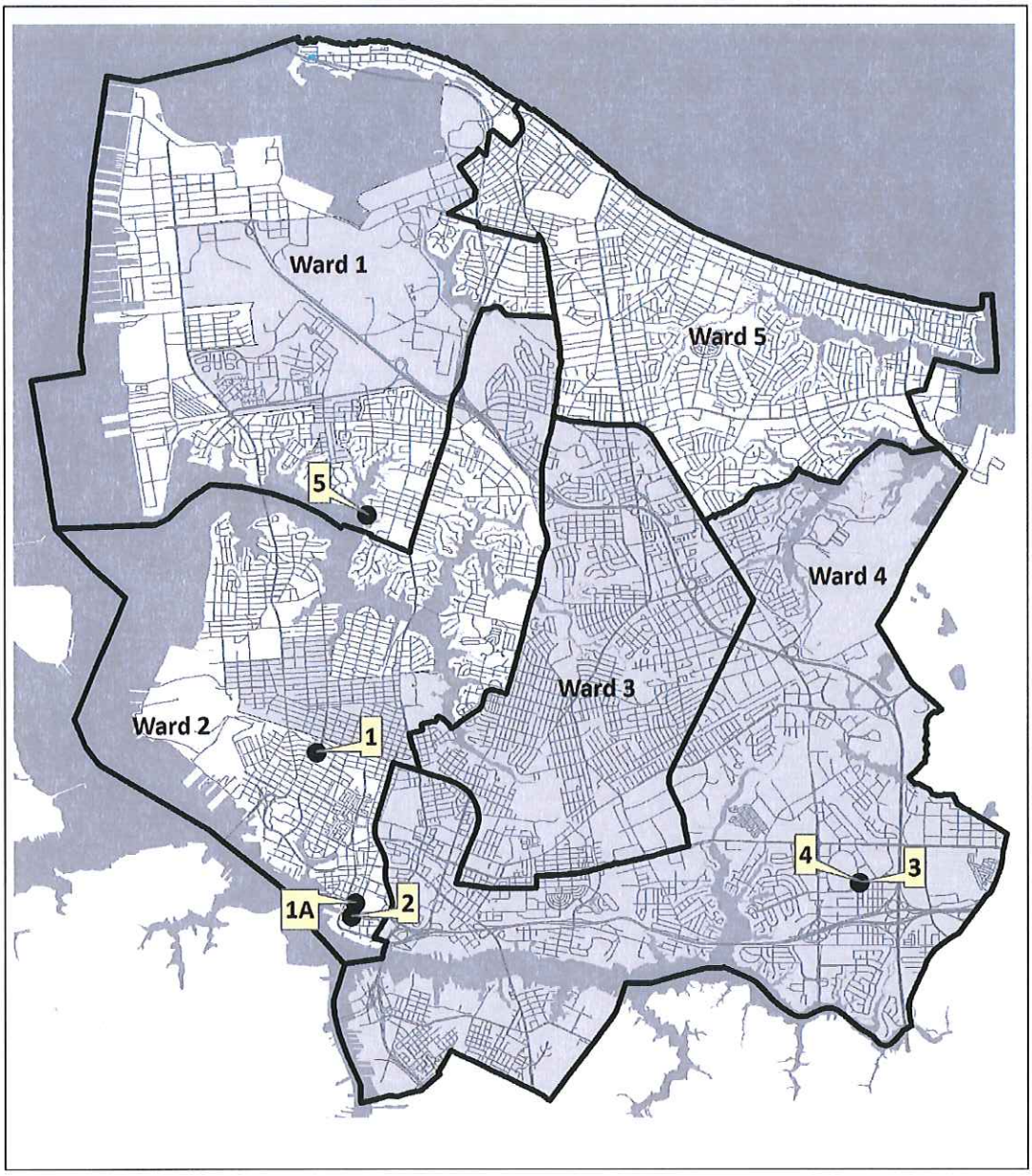
If you have any questions about these items, please contact me.

Architectural Review Board – April 11, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1A	Wells Theater	108 E Tazewell Street	Exterior Renovations	2	6	Downtown

City Planning Commission – May 26, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	Little Dog Diner	1917 Colley Avenue	Amend a previously granted special exception to operate an eating and drinking establishment.	2	6	Ghent
2	Dray's on Plume	200 E Plume Street	Special exception to operate an entertainment establishment with alcoholic beverages.	2	6	Downtown
3	C.E. Forehand	5880 Poplar Hall Drive	Special exception to operate an automobile repair establishment.	4	7	Military Circle
4	T-Mobile	5880 Poplar Hall Drive	Special exception for a communication tower.	4	7	Military Circle
5	Commonwealth Preservation Group	6651 Talbot Hall Court	Designate the existing structure at 6651 Talbot Hall Court as a Norfolk Historic Landmark.	1	6	Talbot Park



Pending Land Use Actions
MARCH 16 - APRIL 5

0 4,000 8,000 16,000 Feet

Superwards
6
7

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This map is for graphic purposes only.

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

THE CITY OF NORFOLK

MEMORANDUM

TO: City Council

THROUGH: Marcus D. Jones, City Manager

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

CC TO: Ron Williams, Deputy City Manager

SUBJECT: Vision 2100 Kickoff and Visioning Meetings

DATE: April 8, 2016

What is Vision 2100?

The Planning Department, in partnership with the Department of Neighborhood Development and the Resilience Office, and with support from the Department of Communications and Technology, launched the Vision 2100 initiative in early January. Vision 2100 is an ambitious planning effort aiming to address the growing challenges of sea level rise and land subsidence, aging infrastructure, population growth, and a changing economy over the coming decades. Its ultimate goal is to create a broad vision for Norfolk in the 22nd Century. The planning process kicked off with a series of asset mapping exercises held around the city in late-January and February. It will be entering its next phase – developing a vision for Norfolk in the year 2100 and beyond – later this month.

Visioning Phase

The formal kickoff to Vision 2100's visioning phase will be held Tuesday, April 19th in the Slover Library Community Engagement Room at 5:00 p.m. This will be an opportunity for all boards and commission members, as well as those residents who participated in one of the asset mapping exercises, to learn more about Vision 2100. Staff will summarize the asset data that was collected and provide a full briefing on the Vision 2100 initiative and its findings to date.

Then in May will be the first of three visioning exercises, to be followed by additional sessions in June and August. The purpose of these sessions will be to work hands-on with Norfolk residents to develop their vision for the Norfolk of 2100. We expect these exercises to be interactive, informative, and fun. The complete schedule is as follows:

- May 19th – Slover Library Community Engagement Room, 6:00 p.m.
- June 16th – Slover Library Community Engagement Room, 6:00 p.m.
- August 18th – Slover Library Community Engagement Room, 6:00 p.m.

THE CITY OF NORFOLK

Interdepartmental Cooperation

Vision 2100 is a unique initiative, not only in its ambitious timeframe, but in the interdepartmental coordination that has marked the process to date. The asset mapping exercises that launched Vision 2100 provided a large quantity of valuable data that will inform several other initiatives, including Neighbors Building Neighborhoods, 100 Resilient Cities, the Long Term Disaster Recovery Plan and the FY 2017 Budget, in addition to the Vision 2100 plan. The exercises were well attended and overwhelmingly positive. Participants were asked to identify the people, places, things, and events that make Norfolk great, and to tell us why. An online community survey and a social media outreach effort were conducted alongside the asset mapping exercises, providing additional input opportunities. In total, more than 500 individuals participated, providing over 4,000 data points that will be incorporated into the related initiatives. Below is a flowchart outlining these projects, including a general schedule of the milestones for each initiative over the next year.

DEPARTMENT	2016									
	JAN-MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Planning	Citywide Asset Mapping Exercises	Vision 2100 – Visioning					Vision 2100 – Adoption			
		P	C	C		C		H	H	
Neighborhood Development		Neighbors Building Neighborhoods – Neighborhood-Specific Asset Mapping Sessions								
		W				W				
Resilience Office		Flood Risk Management Study/Joint Land Use Study/ National Disaster Resilience Competition/100 Resilient Cities Initiative								
Emergency Preparedness		Long-Term Disaster Recovery Plan								
Budget Office		FY 2017 Budget								
		P	H							
Milestones:	P = Presentation	C = Community Input Meeting				W = Workshop		H = Public Hearing		

More information on the Vision 2100 initiative can be found at the project website: http://www.norfolk.gov/vision2100 or by contacting the project manager, Jeremy Sharp at 823-1087 or jeremy.sharp@norfolk.gov.

City of Norfolk

Inter Department Correspondence Sheet

TO: Members of City Council

FROM: Breck Daughtrey, City Clerk

COPIES TO:

SUBJECT: Minutes of City Council Meeting

April 1, 2016

Attached are the minutes of the Communities & Public Safety Committee and the City Council meeting held on Tuesday, March 22, 2016.

Breck

NORFOLK, VIRGINIA

COMMUNITIES & PUBLIC SAFETY COMMITTEE MEETING

TUESDAY, MARCH 22, 2016

The meeting was called to order at 4:05 p.m. with the following members present: Ms. Graves, Ms. Johnson, Dr. Whibley and Mr. Smigiel

RENOVATE NORFOLK

Ms. Kim Pierce, Assistant Director Neighborhood Development, and Ms. Aarian Daniels, Public Service Coordinator reported as follows:

- The Renovate Norfolk program launched September 19, 2015 after NRHA's homeowner occupied rehabilitation and repair program was transferred to the city.

- Key features were reviewed including requirements that homes must be owner occupied, current on taxes, mortgage and utilities. Owner must have homeowners insurance and must meet HUD income limits.

- 80 applications have been received; 20 have been income verified and pre-inspection is complete; 60 are being processed for income verification and pre-inspection.

- Work on the first 20 homes is expected to begin within the next 45 days.

Ms. Johnson asked how long the process takes does from start to finish. Ms. Daniels responded is approximately 90 days from application to start of construction.

Dr. Whibley asked 1) how is this program different from the one they had in Monticello Village, noting that funding was immediately distributed every year and it was wildly successful; and 2) how this program differs from the NRHA program.

Ms. Johnson stated that the program through NRHA was an equity secured grant.

Mr. Chapman stated that he was not familiar with that program and will get the information for her.

Dr. Whibley commented that they've had some disappointing results with programs where contractors were awarded grants and did renovations with very disappointing results. She asked how homeowners are being protected from subcontractors who do unsatisfactory work and if there is a list that shows the work history of subcontractors and if there is a follow up process to make sure that the work was done satisfactorily and the contractor hasn't disappeared.

Mr. Chapman responded that they are working with a well-established community development corporation that is not locally based but have experience working statewide. He also noted that they have a network of subcontractors who have their own network of subcontractors who have standards that were passed down to these subcontractors to ensure that properties that are rehabbed under this program are being done in accordance with their standards.

Dr. Whibley asked if local minority-based contractors are being used in this program. Mr. Chapman noted that they were and that this particular firm, Project Homes, has a very good track record of engaging small and minority-owned firms.

Ms. Williams Graves commented that if they get into an inspection and see that the scope of work is far beyond $25,000, she asked what their responsibility is to that person. She also stated that if they go into a property and do an inspection there may be several code violations that make the residence unsafe or technically uninhabitable even though someone has been living there and now they have an issue where they can't turn a blind eye to the code violations. She asked how does that all get reconciled if the property technically is uninhabitable and the homeowner doesn't have the money to do all of the necessary repairs.

Ms. Daniels responded that their goal is to help everyone and they will work with the person or family through other entities so they can inspect the property and address the violations.

Mr. Smigiel asked if they are mentioning the tax abatement program when they are talking with people who don't qualify. He stated that there is an opportunity to look in the conservation areas particularly all of Ocean View and Huntersville.

Mr. Riddick stated that for properties that might be over 50 percent repairable there are a lot of seniors who are afraid to apply for that particular reason. He stated that they need a presentation from Mr. Homewood on what the Planning Department's process is moving forward so that individuals who have that 50 percent repairable that

there are some strategies put in place so that seniors who do need this won't be afraid of being put out of their homes because they are beyond 50 percent repair.

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, MARCH 22, 2016

President Fraim called the meeting to order at 4:30 p.m. with the following members present: Ms. Graves, Ms. Johnson, Mr. Protogyrou, Mr. Riddick, Mr. Smigiel, Dr. Whibley and Mr. Winn.

He thereupon called for Council Interests.

A. COUNCIL INTERESTS

1. Councilman Smigiel:

   - Asked when the Yield sign for the square at East Beach will be on Council's docket.

   - Asked for landscaping maintenance at the intersection of Military Highway and Little Creek Road.

2. Councilwoman Johnson:

   - Asked for street repairs to Cromwell Road from the 7-Eleven back towards Tidewater Drive.

   - With regard to the presentation on Small, Woman-Owned, and Minority-Owned Business Program, she asked that our marketing department partner with informing the public about opportunities.

3. Councilman Riddick:

   - With regard to Colonna's shipyard and other shipyards on the southside, he expressed concern about sandblasting dust and other particles inundating the surrounding communities and asked that appropriate staff examine the issue.

- Asked for the removal of containers, large vehicles and overgrown vegetation at the old Giant Open-Air Market property on Campostella Road.

- With regard to the intersection of Tidewater Drive and Lafayette Boulevard, asked for the following: traffic light timing changes to accommodate pedestrians; speed enforcement; and installing cameras. Councilwoman Johnson echoed his concerns and reiterated an earlier request to include other major intersections such as Cromwell Road and Tidewater Drive and Princess Anne Road and Tidewater Drive.

- Noted that the Joseph N. Green, Jr. lecture series is April 15th at 7 p.m. at the Attucks Theater. The speaker will be former Governor L. Douglas Wilder. It also coincides with Father Green's 90th birthday. Council members and a guest are invited to attend.

4. Councilman Protogyrou:
   - Asked to include funding for Visit Norfolk in the 2017 budget. He added that they are looking for office space and he suggested his former office in the Monticello Arcade across from MacArthur Mall.

   - Asked to inform the civic leagues and other appropriate neighbors about plans for the park at Meadowbrook.

   - Asked when the construction holding area on North Shore Road at Wards Corner will be closed.

   - With regard to the presentation on Improvements to Time and Absence Management, he asked to notify employees ASAP.

   - Asked that the SPSA presentation be broadcast live to inform citizens and to include the ability for questions to be submitted by viewers.

The following requests were made during the Formal Session:

5. With regard to PH-5 (Andalousi - 2729 Bowdens Ferry Road), Councilman Riddick asked for a full presentation which should include a map.

6. Following new business speakers representing city retirees, Councilman Protogyrou asked the City Manager for a presentation on what the process would be for moving from our present system to the VRS.

B. SPSA UPATE

Richard Broad, Assistant Director, Public Works, reported as follows:

Since the last update, SPSA has finalized a Use & Support Agreement; finalized negotiations with three bidders; worked with Suffolk on host agreement terms; and recycling prices and fuel prices have dropped dramatically.

To date, a vendor has been selected, recommended signing a Use & Support Agreement and discussions continue with Suffolk on the Host Agreement.

A proposal from RePower would build a plant in Suffolk to transform trash into fuel pellets and will extend the life of cells 5 and 6 of the landfill to 2044.

Councilman Winn asked if the $1.5 million in escrow would be forfeited if RePower doesn't produce. Mr. Broad answered that there are specific steps they have to meet or SPSA can take the money. He added that there is a 101-page governing document that lists specific steps that have to be met and they are actually in favor of SPSA.

Councilwoman Whibley asked if Virginia Beach and Portsmouth are participating. Mr. Broad stated that Virginia Beach commented that SPSA should have worked out the host agreement sooner but he is optimistic they will stay in.

Councilman Winn asked what would happen if all the municipalities chose not to participate. Mr. Broad answered that there are ways to make up the difference such as sending all our blue can recyclables to RePower. Mr. Pishko noted that a condition was if Virginia Beach and Chesapeake don't join then it comes back to the Council to decide whether to proceed.

Councilwoman Johnson noted that RePower was the group that was the most environmentally safe.

Councilman Winn asked who is responsible for closing the landfills in Suffolk when they are full. Mr. Broad answered that SPSA would be responsible.

C. SMALL, WOMAN-OWNED AND MINORITY OWNED BUSINESS PROGRAM

The City Manager, introduced the presentation saying there is no formal program to encourage minority business development and today's presentation addresses that. He reviewed definitions of what those businesses are, that there exists a state certification of SWaM businesses and that the City is operationalizing a more comprehensive approach to expanding opportunities to SW and M businesses.

Peter Chapman, Deputy City Manager, reported as follows:

- The City's current effort includes business cafes and Grow Norfolk fund to help SWaM businesses gain access to capital.
- It is proposed to help grow SWaM business revenue through a four percent approach that includes opportunity, access, capacity building and utilization.

D. IMPROVEMENTS TO TIME AND ABSENCE MANAGEMENT

Capri Stanley-Smith, Director of Human Resources reported on this item:

Mr. Jones stated that this initiative falls in line with continuous improvement efforts.

Ms. Stanley-Smith stated People Soft is the system that tracks all employee data including leave, and it's also the system used to process employees' payroll. This is a joint effort between the departments of Human Resources, Finance and Information Technology. Human Resources met with city and constitutional departments to discuss these enhancements and they received an overwhelming amount of support.

There are three main reasons these enhancements are necessary. First, it will increase accuracy in how information is processed. Second, it will help eliminate human error by automating key processes. Third, it will standardize the way information is recorded and maintained for everyone the city processes payroll for.

Currently employees are paid semi-monthly on the 15th and the last day of the month (24 paychecks annually). This will change in January 2017 to a bi-weekly pay (26 paychecks annually) which is the industry standard.

Discussion on PH-2 – Tattoo Parlors

Mayor Fraim asked about this item on Tattoo Parlors, if it was fully discussed at the planning commission.

Discussion on PH-3 – Tarrants Bay, LLC

Mayor Fraim asked if Tarrants Bay has financing. Chuck Rigney responded they have deep pockets from Washington, D.C. He expressed concern about its feasibility.

Mayor Fraim reviewed the proposed Housing Trust Fund work group. Council agreed to add three additional member's: Nikita Houchins from the Planning Commission, Ed Haywood from the School Board and Vice Mayor Angelia Graves.

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

TUESDAY, MARCH 22, 2016 – 7:00 P.M.

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

The opening prayer was offered by Councilman Paul R. Riddick, followed by the Pledge of Allegiance.

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

President Fraim moved to excuse Mrs. Graves from today's meeting.

Motion adopted.

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

No: None.

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

Motion adopted.

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

No: None.

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.

Thereupon, an Ordinance entitled, "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 and appropriate Deed of Release on behalf of the City," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective April 22, 2016.

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

No: None.

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.

Ellis James, 2021 Kenlake Place, spoke in opposition to this matter.

Katie Schemmel, 714 Wingfield Avenue, spoke in favor of this matter.

Thereupon, an Ordinance entitled, "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/School," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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**.

Howard Gordon, attorney for the applicant, 1700 Dominion Tower, Norfolk, 23510 was present to answer questions.

Thereupon, an Ordinance entitled, "An Ordinance to rezone property located at **151 Riverview Avenue** from I-4 (Waterfront Industrial) to Conditional D-5 (Fort Norfolk) District," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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.**

Thereupon, an Ordinance entitled, "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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

PH-4A An Ordinance entitled, "An Ordinance granting a **Special Exception** to permit Mixed Uses on property located at **2410 Colonial Avenue and 433 to 435 West 25th Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

PH-4B An Ordinance entitled, "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**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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.**
(The applicant requested to continue this matter to April 12, 2016 as his parking arrangements were not yet finalized.)

ACTION: The Public Hearing was continued to April 12, 2016.

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

No: None.

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.**

Thomas Harris, 1231 W. 27th Street, spoke in favor of this matter.

Thomas Tingle, 4350 Newtown Road, Williamsburg and David Clarke, 9562 28th Bay Street, were present to answer questions.

Thereupon, an Ordinance entitled, "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 Road** in order to change conditions on property zoned conditional C-2 (Corridor Commercial) District," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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 May 10, 2016)

ACTION: The Public Hearing was continued to May 10, 2016.

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

No: None.

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 May 10, 2016)

ACTION: The Public Hearing was continued to May 10, 2016.

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

No: None.

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**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

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," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective March 22, 2016.

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

No: None.

R-7 A Resolution entitled, "A Resolution appointing or reappointing 69 persons to 12 Boards, 8 Commissions and 1 Authority for certain terms," was introduced in writing and read by its title.

ACTION: The Resolution as introduced was **adopted**, effective March 22, 2016.

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

No: None

NEW BUSINESS

The following persons spoke in support of retirees receiving a cost of living adjustment in the upcoming fiscal year

1. Tom Luckman, 3192 Gallahad Drive, Virginia Beach.
2. Charles Britt, 2535 Woolsey Street.
3. Jim Shepard, 8167 Harwood Court.
4. Stephen Taylor, 330 West Brambleton Avenue, #915.
5. Joseph George, 1447 Westover Avenue.
6. Maggie Byrum, 3800 Davis Street.
7. Danny Lee Ginn, 3844 Dare Circle.

CITY OF NORFOLK
OFFICE OF THE MAYOR

PAUL D. FRAIM
MAYOR

April 8, 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 5:00 P.M., April 12, 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

April 8, 2016

The following meetings will take place on Tuesday, April 12, 2016:

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

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

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

NORFOLK, VIRGINIA

DOCKET FOR THE COUNCIL

TUESDAY, APRIL 12, 2016 – 7:00 P.M.

Prayer to be offered by Vice Mayor Angelia Williams Graves, followed by the Pledge of Allegiance.

INVITATION TO BID

IB-1 **INVITATION TO BID** scheduled this day pursuant under State Law, public notice having been inserted in the local press by the City Clerk to accept bids for a **Long Term Garage Parking Agreement**, with a term of approximately 11.5 years, with the option to extend the term for up to four (4) additional periods of five (5) years each, for 165 parking spaces in the **City of Norfolk** in **Fountain Park Garage** located at **130 Bank Street** and Commercial **Place Garage** located at **520 E. Main Street**.

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on a **Performance Agreement** with the **Economic Development Authority of the City of Norfolk and Norfolk Southern Corporation**.

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 **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.**

(PASSED BY AT THE MEETING OF MARCH 22, 2016)

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the closing, vacating and discontinuing a portion of **Faquier Street** from the northern line of **Bellamy 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, to hear comments on a **Lease Agreement** with the **Girl Scout Council** of **Colonial Coast** on property located at **8420 Granby 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, to hear comments on the conveyance to **Jeanne Barefield and Katherine Barefield Metzgar** on property located at **6049 Lake Terrace Circle**.

PH-6 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance of a **GEM Lot** to **Jay Investment Corporation**, on property located at **1400 Marsh Street**.

REGULAR AGENDA

R-1 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation on an eating and drinking establishment named **'California Burrito'** on property located **at 319 Granby Street, Suite 319**," will be introduced in writing and read by its title.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Day Care Home** known as **'Christy's Day Care'** on property located at **414 33rd Street**," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Day Care Home** known as **'Marcelle Checkley Homecare'** on property located at **533 34th Street**," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation on an eating and drinking establishment named **'FMC Garden Café'** on property located at **5511 Faris Street**," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to operate a used merchandise sales establishment named **'NSJ Foundation'** on property located at **953 North Newtown Road**," will be introduced in writing and read by its title.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Commercial Drive-Through** for commercial business, not yet named, on property located at **7813 Shore Drive**," will be introduced in writing and read by its title.

R-7 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'The Dirty Buffalo'** on property located at **4012 Colley Avenue**," will be introduced in writing and read by its title.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Noddles & Company'** on property located at **1081 North Military Highway**," will be introduced in writing and read by its title.

R-9 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the alternative signage for **'The Main'** on property located at **100 and 120 East Main Street**," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Tinto Wine & Cheese, Etc.'** on property located at **999 Waterside Drive, Suite 113**," will be introduced in writing and read by its title.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'The Granby Social Club'** on property located at **763 Granby Street, Suite 765**," will be introduced in writing and read by its title.

R-12 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a tattoo parlor named **'Artisan Body Piercing'** on property located at **5720 Hoggard Road, Suite B**," will be introduced in writing and read by its title.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a **Commercial Drive-Through** for **'Dunkin Donuts'** on property located at **8410 Hampton Boulevard**," will be introduced in writing and read by its title.

R-14 Letter from the City Manager and A Resolution entitled, "A Resolution requesting that the **City Planning Commission** undertake to prepare an amendment to the City's General Plan, *planorfolk2030*, **SO AS TO** adopt and incorporate a **'Sand Management Plan'**," will be introduced in writing and read by its title.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Downtown Development Certificate** to permit the renovation of an existing, historic building for use as a multi-family residential dwelling on property located at **519 Front Street**," will be introduced in writing and read by its title.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the dedication of certain city owned property as a public street so as to extend the existing street known as **Pritchard Street**," will be introduced in writing and read by its title.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Prakoon, LLC** to encroach into the right-of-way at **417 West 21st Street** with signage," will be introduced in writing and read by its title.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Prakoon, LLC** to encroach into the right-of-way at **419 West 21st Street** with signage," will be introduced in writing and read by its title.

R-19 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **456 Granby Street, LLC** permission to encroach at **456 Granby Street** into the rights of way of **Granby Street** and **Charlotte Street** approximately 440 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R-20 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Sigraz, LLC** permission to encroach at **219 Granby Street** into the rights of way of **Granby Street** and **Brooke Avenue** approximately 413 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," will be introduced in writing and read by its title.

R-21 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to accept funds from the **Commonwealth of Virginia** for the purpose of enabling the **Nauticus Foundation** to purchase **Schooner Virginia**, approving a **Grant Agreement** between the **City of Norfolk** and the **Nauticus Foundation**, appropriating funds as contemplated by the terms of the Grant Agreement, and authorizing the City Manager to execute the Grant Agreement on behalf of the City," will be introduced in writing and read by its title.

R-22 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting a grant award to the City of up to $145,000 per year for five (5) years beginning with **Fiscal Year 2016** from the **Virginia Department of Behavioral Health and Developmental Services** and appropriating and authorizing the expenditure of the grant funds by the City to prevent prescription drug abuse and heroin overdose in youths and young adults," will be introduced in writing and read by its title.

R-23 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing an amendment to **Lease** between **WTC Financial Associates, LLC, 435 East WTC, LLC** and the City of Norfolk for a portion of that certain property located at **101 West Main Street, Suite 100** and authorizing the City Manager to execute the Amendment on behalf of the City of Norfolk," will be introduced in writing and read by its title.

R-24 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend the **Waterside Lease** and **Grant Agreement**," will be introduced in writing and read by its title.

C: Dir., General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: Acceptance of Bid for Long-Term Parking Agreement for 165 parking spaces in the Fountain Park Garage and Commercial Place Garage.

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

Ward/Superward: 2/6

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

Item Number: **IB-1**

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

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance accepting a bid for a Long-Term Parking Agreement (the "agreement") of 165 parking spaces in the Fountain Park Garage located at 130 Bank Street and Commercial Place Garage located at 520 East Main Street (collectively "the garages"). The garages have sufficient available capacity to accommodate the 165 parking spaces required by the agreement.

IV. **Analysis**
As stated above, sufficient capacity is available in the garages to accommodate the potential demand of up to 165 total spaces. The term of the agreement would be eleven and one-half (11.5) years with an option to extend the term for up to four (4) additional periods of five (5) years each. Because the term is in excess of five (5) years, the proposed lease must be bid in accordance with the requirements of sections 15.2-2100, 15.2-2101 and 15.2-2102 of the *Code of Virginia*.

V. **Financial Impact**
Revenues from this agreement will support debt service and operations of the Parking System.

VI. **Environmental**
N/A

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

VII. Community Outreach/Notification

In accordance with the *Norfolk City Charter* and the *Code of Virginia*, legal notice was posted in The Virginian-Pilot. In addition, public notification for the agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services, the Department of Development and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

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

3/7/16mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE BID SUBMITTED BY _____ FOR A LONG TERM GARAGE PARKING AGREEMENT, WITH A TERM OF APPROXIMATELY 11.5 YEARS, WITH THE OPTION TO EXTEND THE TERM FOR UP TO FOUR (4) ADDITIONAL PERIODS OF FIVE (5) YEARS EACH, FOR THE LEASE OF 165 PARKING SPACES IN THE CITY OF NORFOLK IN FOUNTAIN PARK GARAGE LOCATED AT 130 BANK STREET AND COMMERCIAL PLACE GARAGE LOCATED AT 520 E. MAIN STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2100, et seq., of the Code of Virginia, 1950, as amended, the City of Norfolk has invited bids for a lease of 165 parking spaces in the City of Norfolk in Fountain Park Garage located at 130 Bank Street and Commercial Place Garage located at 520 E. Main Street for a term of approximately 11.5 years, with the option to extend the term for up to four (4) additional periods of five (5) years each, subject to certain terms and conditions; and

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

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

Section 1:- That _____, being the highest responsible bidder, its bid for a parking

agreement, with a term of approximately 11.5 years, with the option to extend the term for up to four (4) additional periods of five (5) years each, in accordance with the terms and conditions set forth in Exhibit A attached hereto, for 165 parking spaces in the City of Norfolk in Fountain Park Garage located at 130 Bank Street and Commercial Place Garage located at 520 E. Main Street, is hereby accepted.

Section 2:- That the City Manager is authorized to correct, amend, or revise the attached Terms and Conditions of Proposed Long Term Garage Parking Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Garage Parking Agreement, as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

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

EXHIBIT A

TERMS AND CONDITIONS OF PROPOSED LONG TERM GARAGE PARKING AGREEMENT

1. PROVISION OF PARKING.

During the Term of this Agreement, the City shall provide parking for Tenant in the Commercial Place Garage and the Fountain Park Garage (together, the "Garage" or "Garages") subject to the following conditions:

(a) Parking capacity in the Fountain Park Garage of sixty-five (65) parking spaces (the "Fountain Park Maximum Allocated Amount") will be made available by the City for use by Tenant to provide long term parking for employees of Tenant pursuant to this Agreement. The parking spaces leased by Tenant in the Fountain Park Garage will not be reserved, will be available "24/7", available twenty four (24) hours per day, seven days per week, and there will be no designation for specific users.

(b) Parking capacity in the Commercial Place Garage of one hundred (100) parking spaces (the "Commercial Place Maximum Allocated Amount") will be set aside by the City exclusively for use by Tenant to provide long term parking for employees of Tenant pursuant to this Agreement. The parking spaces leased by Tenant in the Commercial Place Garage pursuant to this Agreement will be available "24/7", available twenty four (24) hours per day, seven days per week, and will be reserved generally in an area designated by the City for exclusive use by Tenant, but there will be no designation for specific users in individual spaces.

(c) If and when additional spaces become available in the Commercial Place Garage, as determined by the City, the City shall make such additional spaces available to Tenant, the Commercial Place Maximum Allocated Amount shall be increased by the number of such additional spaces, and the Fountain Park Maximum Allocated Amount shall be reduced by the number of such additional spaces. The City shall provide written notice of such additional spaces to Tenant.

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

(e) Tenant shall pay as rent to the City $_____ per month for each of the parking spaces leased pursuant to this Agreement (the "Parking Fee"). The Parking Fee shall be paid by Tenant to the City in advance on or before the first day of each calendar month during the Term, as hereinafter defined, to the City of Norfolk, Division of Parking, 232 East Main Street, Norfolk, Virginia 23510 or to such other address as directed by the City. Rent for any partial calendar month shall be prorated and paid in advance.

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

(g) The term of this Agreement and the City's obligation to provide parking hereunder shall commence June 1, 2016 (the "Commencement Date") and expire at midnight on December 19, 2027 (the "term" or "Term"). Tenant shall have the option to extend the Term for up to four (4) additional periods of five (5) years each (each, a "Renewal Term") so long as the Garage(s) is still in operation and provided that Tenant is not then in default under the terms of this Agreement. As used in this Agreement, "term" or "Term" shall include the initial Term and any exercised Renewal Term.

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

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

2. OPERATION AND USE.

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

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

3. MAINTENANCE AND REPAIR.

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

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

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

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

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

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

4. TAX LIABILITY.

The provisions of this Agreement shall not be deemed to require Tenant to pay, by whatever name called, income or receipts or excess profits taxes assessed against the City, or any

capital levy, rent, gift or transfer taxes incurred by the City, pertaining to the ownership or operation of the Garage.

5. TITLE TO PROPERTY

The City covenants that it has full right to enter into this Agreement as of the date hereof and the City is or will be seized in fee simple of and have good and marketable title to the Garages, subject to any recorded liens, leases, encumbrances, easements, covenants, conditions and restrictions and existing zoning and other state and local requirements, none of which shall prevent the City from performing its obligations hereunder.

6. INTEREST; ATTORNEYS' FEES.

If Tenant fails to pay the City any amounts payable under this Agreement when due, following receipt by Tenant of notice thereof from the City, such past-due payments shall bear interest from the date due until paid at the rate of six percent (6%) per annum. In addition, Tenant shall pay all reasonable out-of-pocket costs and expenses of collection (including court costs and reasonable attorneys' fees) incurred by the City in collecting sums due under this Agreement.

7. INSURANCE; LIABILITY.

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

8. ASSIGNMENT AND LEASING.

Tenant may not assign this Agreement, in whole or in part, or lease, sublease, assign or otherwise transfer all or any part of the parking spaces leased pursuant to this Agreement, except to Affiliate of Tenant. For purposes hereof, "Affiliate" shall mean as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a person means the possession, directly or indirectly, of the power to vote more than fifty percent (50%) of the voting stock or membership interests of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of voting stock or membership interests, or by contract or otherwise.

9. NOTICES.

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

To the City:

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

with copies to:

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

and

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

To Tenant:

_____
_____
_____
_____

with a copy to:

_____
_____
_____
_____

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

10. TERMINATION.

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

11. ENTIRE AGREEMENT.

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

12. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

At all times during which any term of this Agreement is in effect, Tenant shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

13. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH.

Tenant hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

14. MISCELLANEOUS.

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

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

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

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

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

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

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: An ordinance authorizing the City of Norfolk to enter into a performance agreement with the Economic Development Authority of the City of Norfolk and Norfolk Southern Corporation in order to facilitate a grant from the Commonwealth Opportunity Fund

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number:
PH-1

I. **Recommendation** Adopt Ordinance

II. **Applicant** Economic Development Authority of the City of Norfolk

III. **Description**
This agenda item is an ordinance to authorize the City of Norfolk (the "city") to enter into a performance agreement with the Economic Development Authority (the "EDA") of the City of Norfolk and Norfolk Southern Corporation ("Norfolk Southern") in order to facilitate a grant from the Commonwealth Opportunity Fund.

IV. **Analysis**
The city has been awarded a grant of, and expects to receive, $1,925,000.00 from the Commonwealth's Development Opportunity Fund ("COF Grant") through the Virginia Economic Development Partnership ("VEDP") for the purpose of inducing Norfolk Southern Corporation to make capital improvements. Norfolk Southern will be making a significant capital investment and creating and maintaining a significant number of new jobs.

- VEDP is willing to provide the COF Grand funds to the EDA with the expectation that the Authority will provide the funds to Norfolk Southern, provided they meet certain criteria relating to capital investment and new jobs maintenance in the city.

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

V. **Financial Impact**

Norfolk Southern's capital improvements will total at least $8,200,000.00 and create and maintain at least 165 new jobs.

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 and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Performance Agreement

3/7/16mr

Form and Correctness Approved: RHP

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 NORFOLK SOUTHERN CORPORATION.

– – –

WHEREAS, the City of Norfolk (the "City") has been awarded a grant in the amount $1,925,000.00 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing Norfolk Southern Corporation ("Norfolk Southern") to make capital improvements, including renovations and employee training improvements, to its office and headquarters facility in the City (the "Facility") and 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 funds directly to the Economic Development Authority of the City of Norfolk (the "EDA") with the expectation that the EDA will provide the funds to or for the use of Norfolk Southern, provided that Norfolk Southern promises to meet certain criteria relating to the Capital

Investment and New Jobs and that the City provides a comparable local incentive, which shall be in the form of discounted parking rates; and

WHEREAS, the EDA, the City and Norfolk Southern 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 Norfolk Southern regarding Capital Investment and New Job creation, and the repayment by Norfolk Southern of all or part of the COF Grant and the subsidy provided by the discounted parking rates under certain circumstances; and

WHEREAS, Norfolk Southern has stated that the capital improvements to the Facility will entail a capital expenditure of at least $9,000,000.00; and

WHEREAS, Norfolk Southern has stated that the capital improvements to the Facility will further entail the creation and Maintenance of at least 165 New Jobs at the Facility; now, therefore,

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

Section 1:- That the Performance Agreement between Norfolk Southern Corporation, 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 Norfolk Southern regarding Capital Investment and New Job creation, as such terms are defined in the Performance Agreement, and the repayment by Norfolk Southern under certain circumstances of all or part of the COF Grant and the parking 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 as of the ___ day of April, 2016, by and among **NORFOLK SOUTHERN CORPORATION** (the "Company"), a corporation authorized to transact business in the Commonwealth of Virginia (the "Commonwealth"), the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK** (the "Authority"), a political subdivision of the Commonwealth, and the **CITY OF NORFOLK** (the "Locality"), a municipal corporation of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $1,925,000.00 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 renovations and employee training improvements, to its office and headquarters facility in the Locality (the "Facility") and thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the VEDP is willing to provide the funds directly to the Authority on the condition that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to the Capital Investment and New Jobs and that the Locality provides a comparable local incentive;

WHEREAS, the Authority, the Locality 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 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 of at least $8,200,000.00;

WHEREAS, the Company has stated that the capital improvements to the Facility will further entail the creation and Maintenance of at least 165 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 the Company in real property, tangible personal property, or both, at the Facility excluding the purchase of land or existing real property improvements. The Capital Investment must be in capital improvements at the Facility made after April 1, 2015 and on or before the Initial Performance Date. The purchase or lease of furniture, fixtures, machinery and equipment, including any purchase under a capital lease, and building up-fit and improvements entered into or made after April 1, 2015, will qualify as Capital Investment.

"Maintain," "Maintaining," or "Maintenance" means that the New Jobs created pursuant to the COF Grant will continue without interruption from the Initial Performance Date through the Subsequent 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.

"Initial Performance Date" means June 1, 2016.

"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 (i.e. the average annual wage of all New Jobs counted toward the Target (as hereinafter defined) measured on or after the Initial Performance Date of at least $97,000.00. 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 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. However, positions previously located in the Company's offices and facilities in Roanoke, Virginia shall qualify as New Jobs. Net New Jobs in the Commonwealth for contractors or employees of contractors who provide dedicated full-time service to the Company may count as New Jobs, even if the Company is not directly paying the wages or providing fringe benefits, if the other conditions in this paragraph have been satisfied. The New Jobs must be in addition to the 460 full-time jobs at the Facility on April 1, 2015.

"Subsequent Performance Date" means June 1, 2026.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least $8,200,000.00 and to create and Maintain at least 165 New Jobs at the Facility, all as of the Initial Performance Date. As stated herein, "Targets" includes the Company's obligation to Maintain at least 165 New Jobs at the Facility from the Initial Performance Date to the Subsequent Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

The Company will expand and operate the Facility in the Locality, make a Capital Investment of at least $8,200,000.00, and create at least 165 New Jobs at the Facility, all as of the Initial Performance Date. Further, the Company will Maintain at least 165 New Jobs at the Facility from the Initial Performance Date to the Subsequent 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 parties understand that: the average annual wage of the New Jobs of at least $97,000.00 is more than the prevailing average annual wage in the Locality of $48,947.00; 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%; and 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 April 30, 2016, the Locality will request from the VEDP the disbursement to the Authority of the COF Grant. If not so requested by the Locality by April 30, 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 $1,925,000.00 is expected to be paid promptly by the VEDP to the Authority. Within 30 days of its receipt of the COF Grant proceeds, the Authority will disburse the entire COF Grant proceeds to the Company as an inducement to the Company to achieve the Targets at the Facility.

Section 4. Local Incentive.

(a) *Commonwealth-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Subsequent 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, through the VEDP, expects to provide incentives to the Company in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$1,925,000.00

(b) The Locality will provide to the Company the following incentive for the Facility (the "Parking Subsidy") (the details of which will be documented in a separate agreement between the Locality and the Company (the "Parking Subsidy Agreement")):

Category of Incentive:	Total Amount
Subsidized Parking Fees	$2,251,260.00

If, by the Subsequent Performance Date, the value of the Parking Subsidy realized or committed by the Locality to the Company pursuant to the Parking Agreement totals less than the $1,925,000.00 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Authority for payment to the Company of the amount by which the $1,925,000.00 COF Grant local match requirement exceeds the value of the Parking Subsidy realized or committed by the City at the Initial Performance Date, so long as the Company has met its Targets.

The Parking Subsidy represents costs savings to the Company and its employees. The Parking Subsidy will be achieved by reduced parking rates in the City's parking facility, as more particularly described in the Parking Agreement between the Locality and the Company.

Section 5. Repayment Obligation.

(a) *If Eligibility Requirements are Not Met*: This Agreement requires that the Company make a Capital Investment of at least $8,200,000.00 in the Facility and Maintain at least 165 New Jobs at the Facility in each case by the Initial Performance Date in order to remain eligible for the COF Grant. Failure by the Company to meet either of these minimum eligibility requirements by the Initial Performance Date shall constitute a failure to achieve the conditions of this Agreement and the entire COF Grant shall be repaid by the Company to the Authority and the value of the Parking Subsidy previously disbursed to or realized by the Company shall be reimbursed to the Locality and the Locality's obligation to provide additional Parking Subsidy incentives shall be of no further force or effect, with no further damages owed by the Company to either the Locality or the Authority.

(b) *If New Jobs Eligibility Requirement is Met but not Maintained*: If the New Jobs Target is met on or before the Initial Performance Date and at least 90% of the New Jobs Target is continuously maintained to the Subsequent Performance Date, the Company shall have no obligation to repay any portion of the COF Grant or the Parking Subsidy. If the Company has not continuously maintained at least 90% of the New Jobs Target to the Subsequent Performance Date, the Company shall repay to the Authority that portion of the COF Grant that is proportional to the average number of New Jobs Maintained under the New Jobs Target (which average shall be calculated from the Initial Performance Date to the Subsequent Performance Date), as hereinafter described and the Company shall repay to the Locality that portion of the value of the Parking Subsidy that is proportional to the average number of New Jobs Maintained under the New Jobs Target, with no further damages owed by the Company to either the Locality or the Authority. For example, if at the Subsequent Performance Date only an average of 82.5 New Jobs have been created and Maintained since the Initial Performance Date (reflecting achievement of 50% of the New Jobs Target), the Company shall repay to the Authority 50% ($962,500) of the COF Grant,

and 50% of the value of the Parking Subsidy realized (whether or not the parking spaces provided were fully utilized) by the Company since June 1, 2016 (the commencement date of the Parking Subsidy) shall be reimbursed to the Locality. The current value of the Parking Subsidy is $18,760.50 per month based on a $121.50 per space reduction in the monthly parking rate for the Commercial Place Garage and a $101.70 per space reduction in the monthly parking rate for the Fountain Park Garage.

(c) *Determination of Inability to Comply*: If the Authority, the Locality or the VEDP shall reasonably determine at any time that the Company is unable or unwilling to meet its Targets by the Initial Performance Date (in each case, a "Determination Date") and if the Authority, the Locality or the VEDP shall have promptly notified the Company of such determination, the Company shall repay the entire COF Grant to the Authority and the value of the Parking Subsidy previously disbursed to or realized by the Company shall be reimbursed to the Locality and the Locality's obligation to provide additional Parking Subsidy incentives shall be of no further force or effect, with no further damages owed by the Company to either the Locality or the Authority. Such a determination will be based on objective information such 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 to the Locality within ninety days of the Initial Performance Date, the Subsequent Performance Date or the Determination Date, as applicable***. Any COF Grant moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality promptly and shall be repaid by the Locality promptly to the VEDP for redeposit into the Commonwealth's Development Opportunity Fund. Upon actual knowledge of any repayment obligation by the Company under this Agreement, 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, reports to VEDP (but not to the Authority or the Locality) on the form attached hereto as Appendix A of the Company's progress toward achieving the Targets and, from and after the Initial Performance Date, the level of New Jobs Maintained during each year within the reporting period. Such reports will be provided annually, beginning on September 1, 2016 and on each September 1 thereafter to and including September 1, 2026 and, except for the first such report (which will cover only a partial year) shall cover the period through the prior June 1. The Company shall provide such additional information regarding the Targets as the Authority, the Locality or the VEDP may reasonably request in writing from time to time.

With each such annual 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 promised to the Company that such information is 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.

If the Company wishes to count as New Jobs employees of contractors, to the extent permitted in the definition of "New Jobs" in Section 1, the Company is responsible for assembling and distributing the documentation necessary to verify such New Jobs, including whether such jobs are net new jobs in the Commonwealth.

Section 7. Notices.

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, or (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, addressed to:

if to the Company, to:

Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510
Attention: Vice President Human Resources

with a copy to:

Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510
Attention: Vice President Law

if to the Locality, to:

City of Norfolk
Office of the City Manager
810 Union Street, 1101 City Hall Bldg.
Norfolk, VA 23510
Facsimile: 757-664-4239
Attention: City Manager

with a copy to:

City of Norfolk
City Attorney's Office
810 Union Street, 900 City Hall Bldg.
Norfolk, VA 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: Jared Chalk, 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
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
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. Miscellaneous.

(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 Authority, the Locality and the VEDP, which consent shall not be unreasonably withheld.

(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.

(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.

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IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

NORFOLK SOUTHERN CORPORATION

By:_____
Name:_____
Title:_____
Date: _____

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK, VIRGINIA

By:_____
Name:_____
Title:_____
Date:_____

APPROVED AS TO CONTENTS:

_____
Executive Director, Economic Development
Authority of the City of Norfolk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Counsel to the Economic Development
Authority of the City of Norfolk

CITY OF NORFOLK, VIRGINIA

By:_____
Name: Marcus D. Jones
Title: City Manager
Date: _____

ATTEST:

_____
City Clerk

APROVED AS TO CONTENTS:

_____
Director, Department of Development

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 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-2

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.
- The applicant requested that the item be continued from the March 22nd agenda.

	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.

PH-1

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.

PH-1A

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)* Suffern Bank and Trust

Name(s) of business manager(s)/operator(s) Shaina 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	12 AM	Saturday	From 11 AM	To	12 AM
Sunday	From 9 AM	To	12 AM	Sunday	From 11 AM	To	12 AM

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

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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

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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

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

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.

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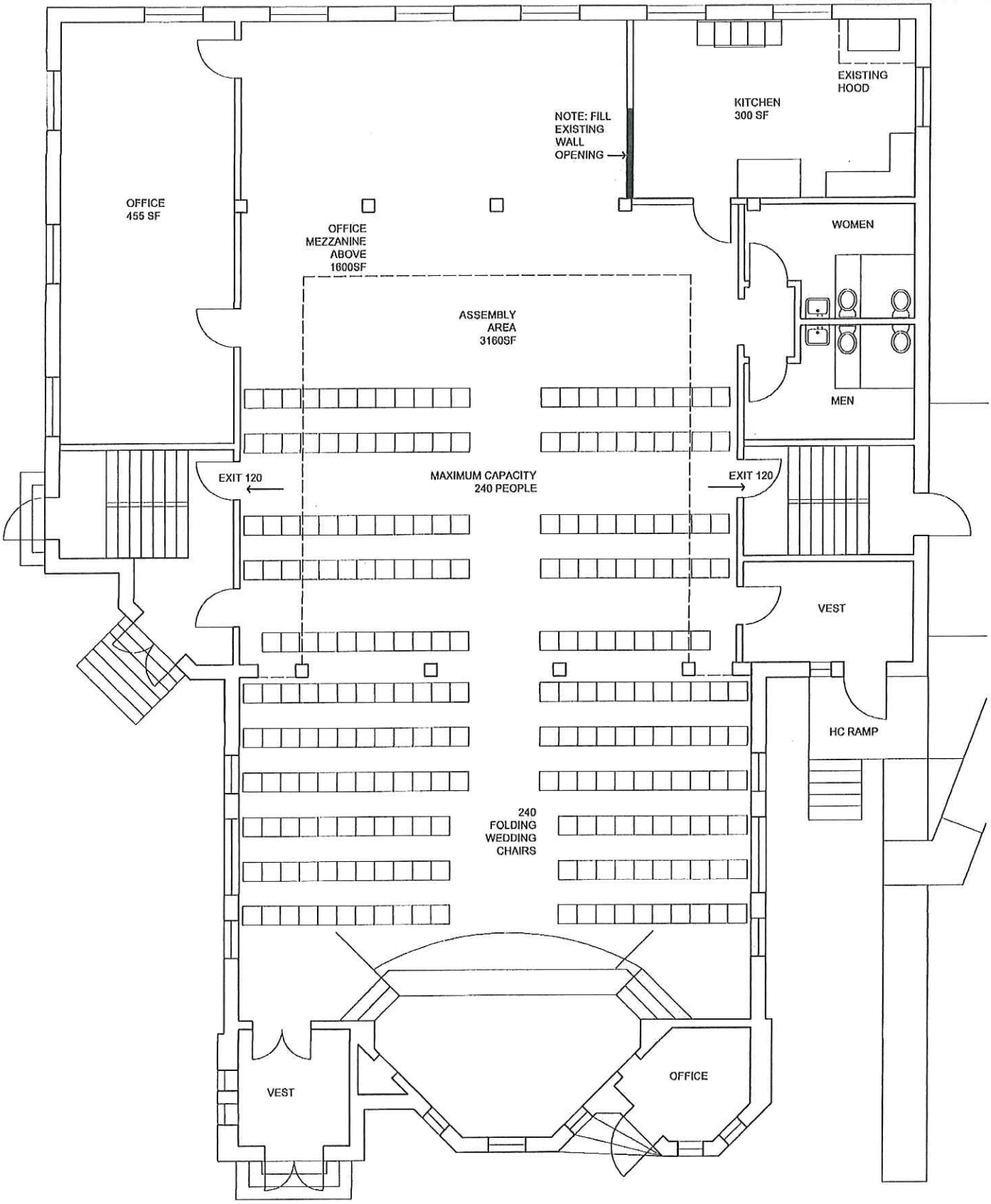
(Revised January 2016)

Exhibit B



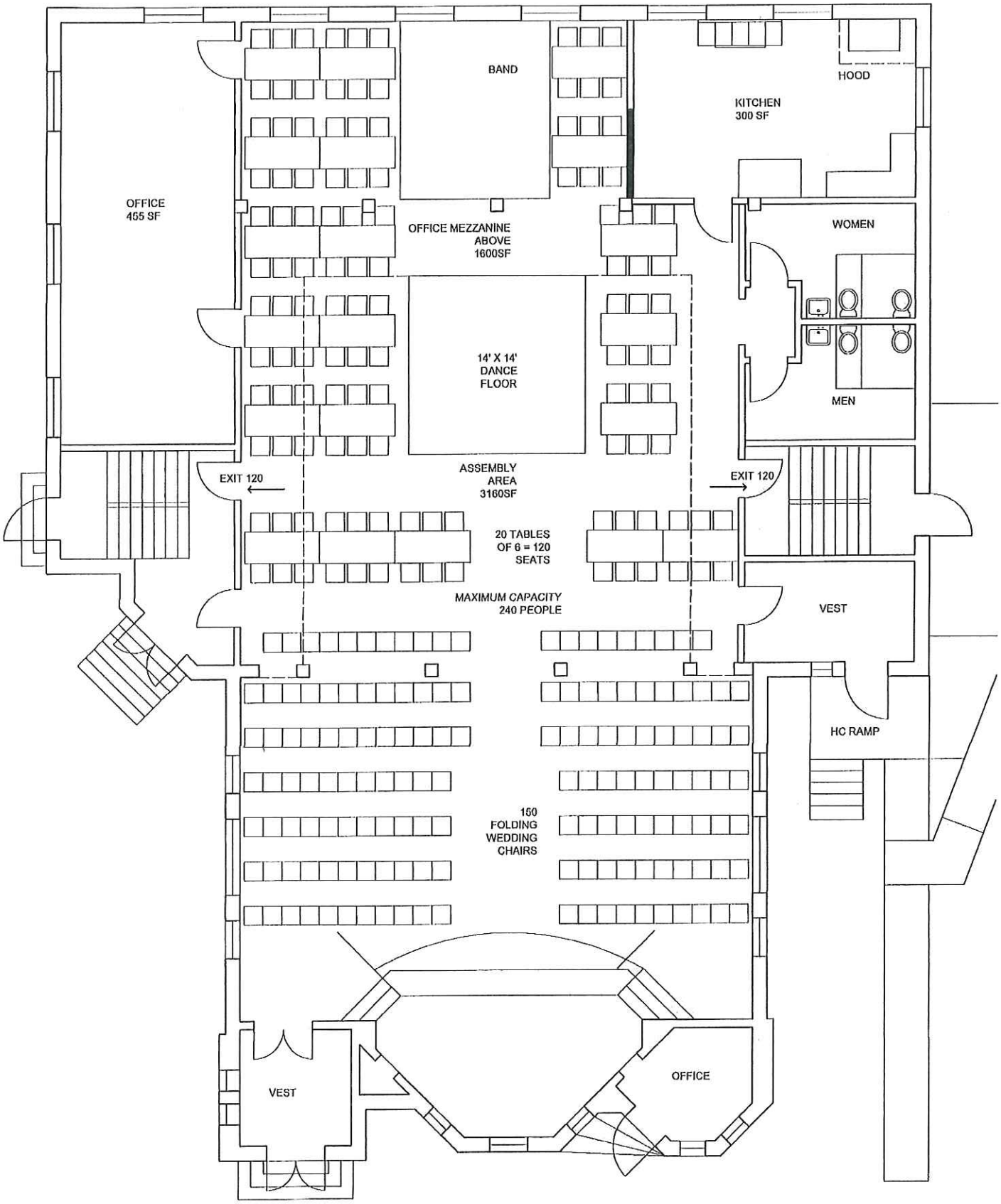
FURNITURE LAYOUT OPTION 1

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



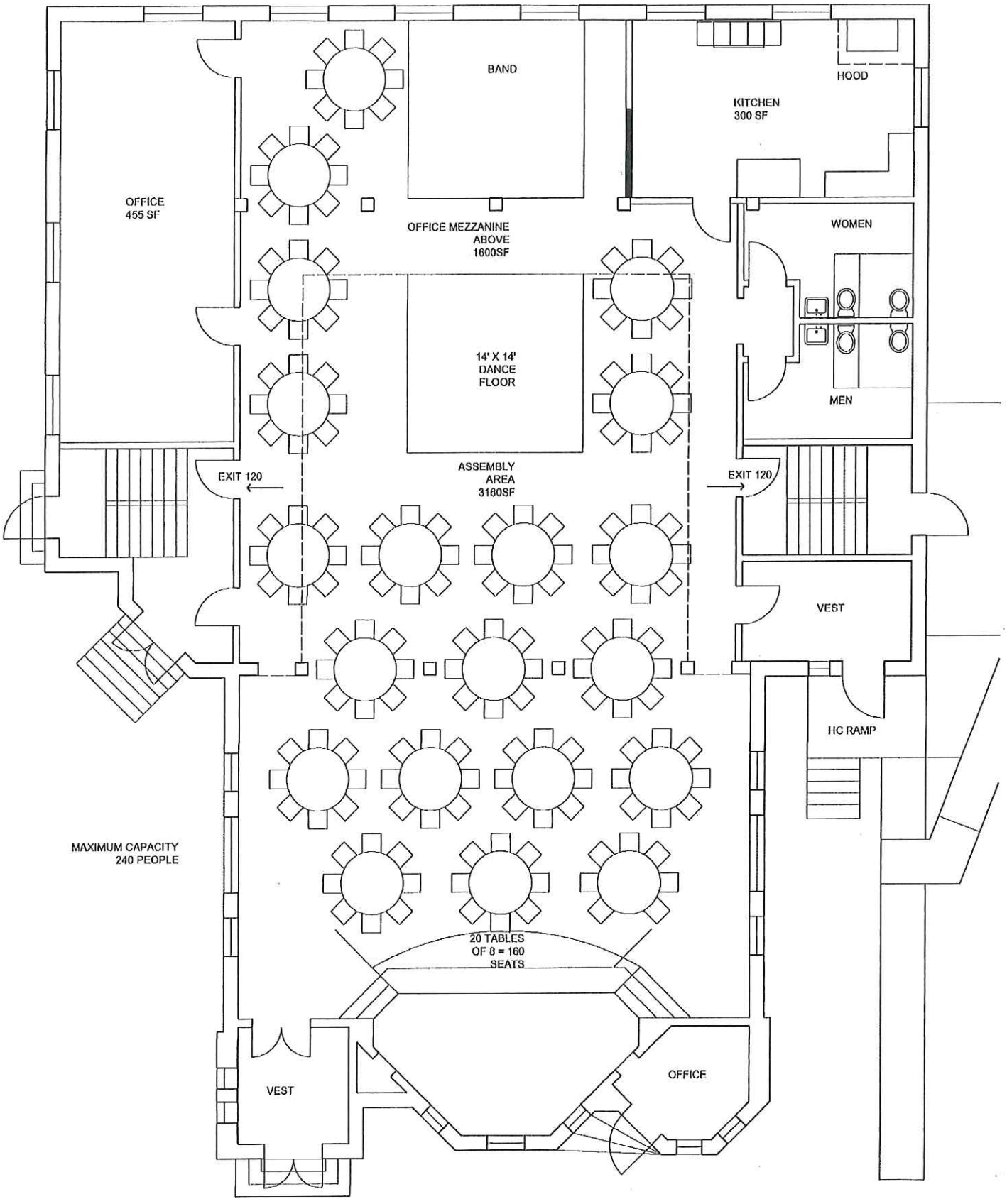
FURNITURE LAYOUT OPTION 2

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



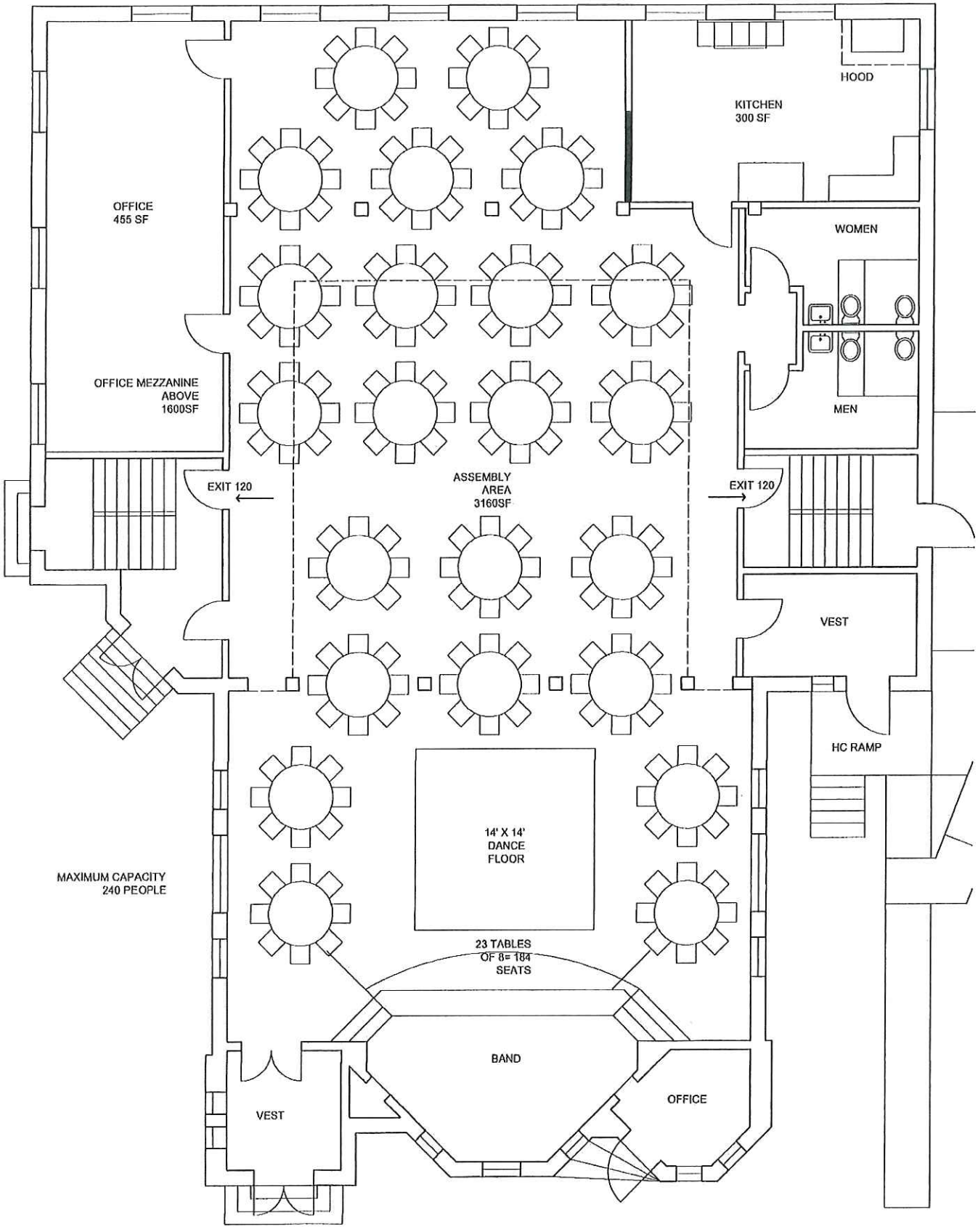
FURNITURE LAYOUT OPTION 3

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



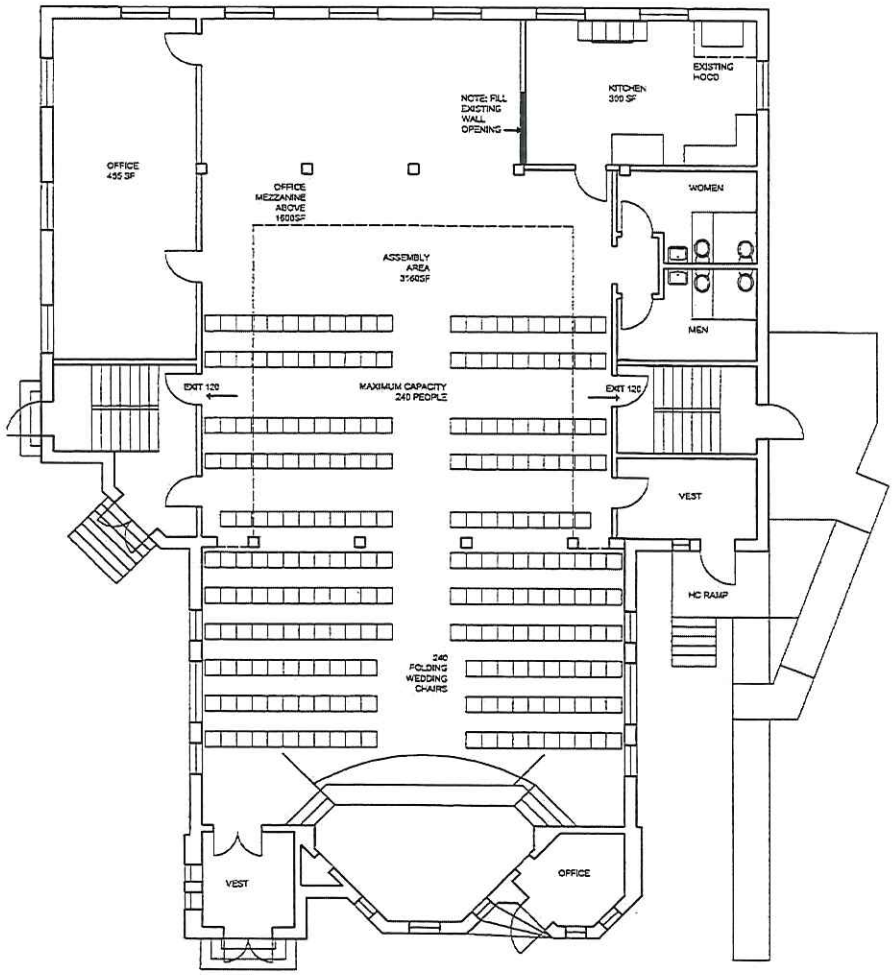
FURNITURE LAYOUT OPTION 4

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



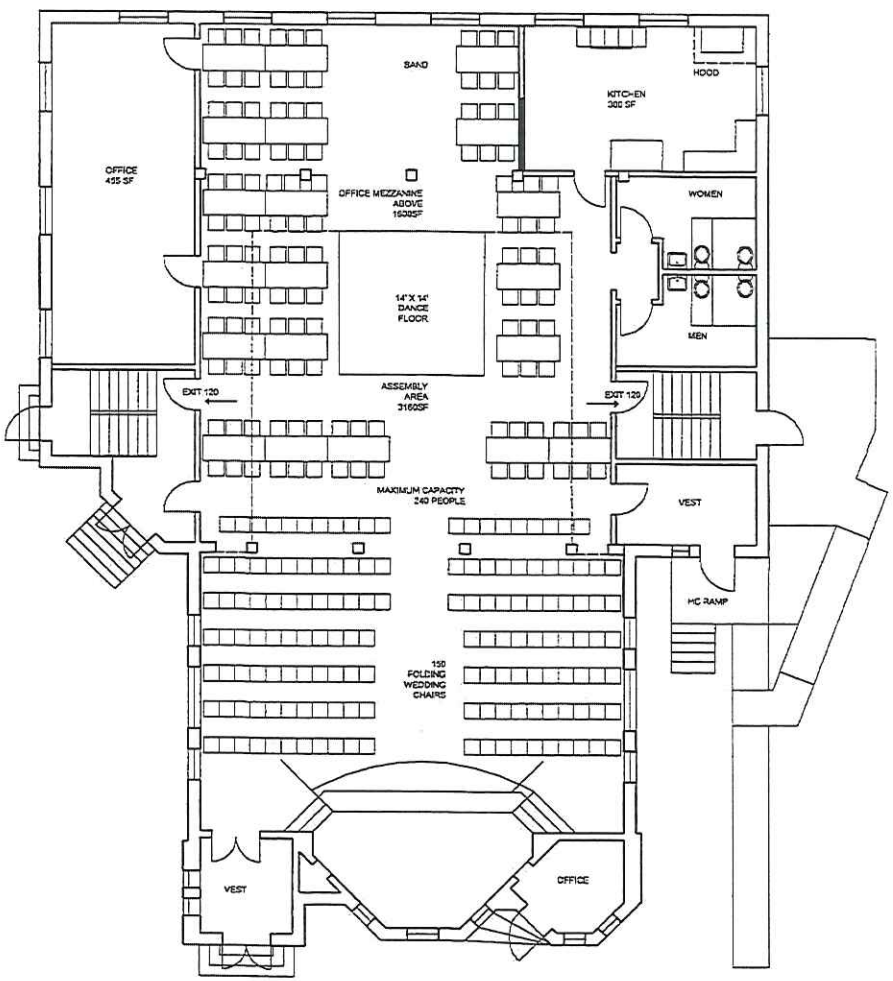
FURNITURE LAYOUT OPTION 1

TYMOFF MOSS ARCHITECTS
JANUARY 9 2018

0' 8' 16'

2729 BOWDEN FERRY ROAD
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

20 TABLES
OF 8 = 120
SEATS

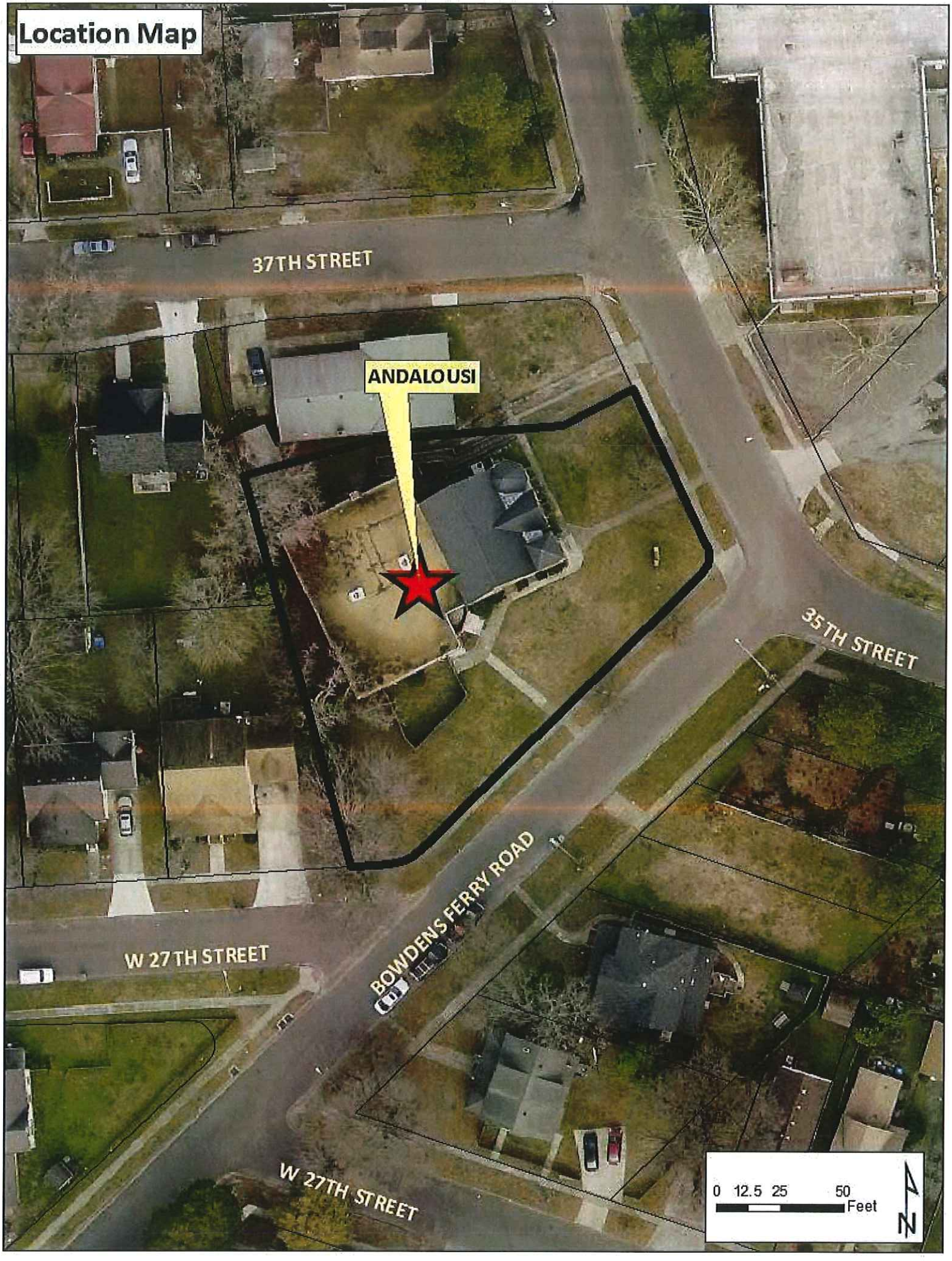


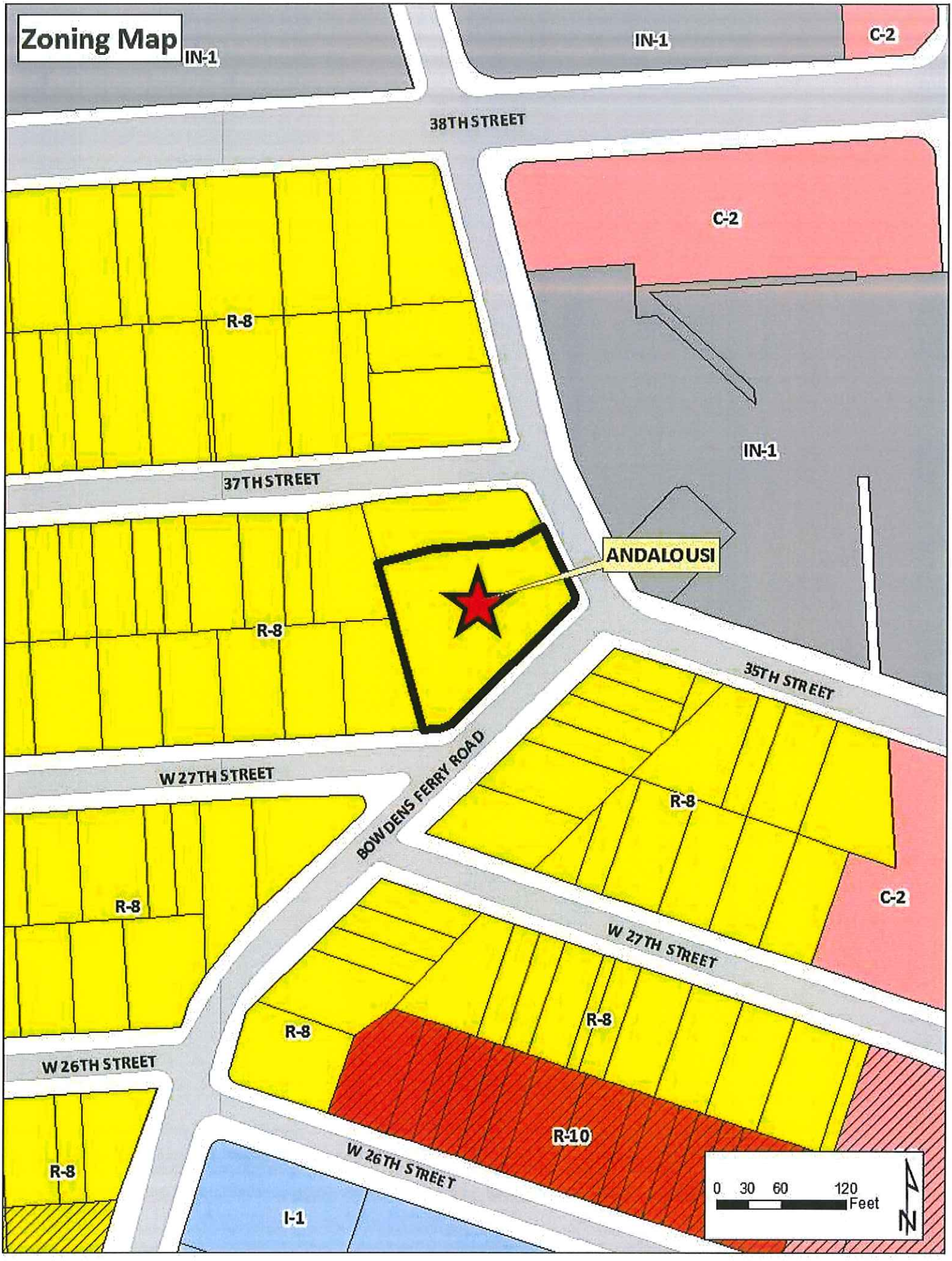
FURNITURE LAYOUT OPTION 2

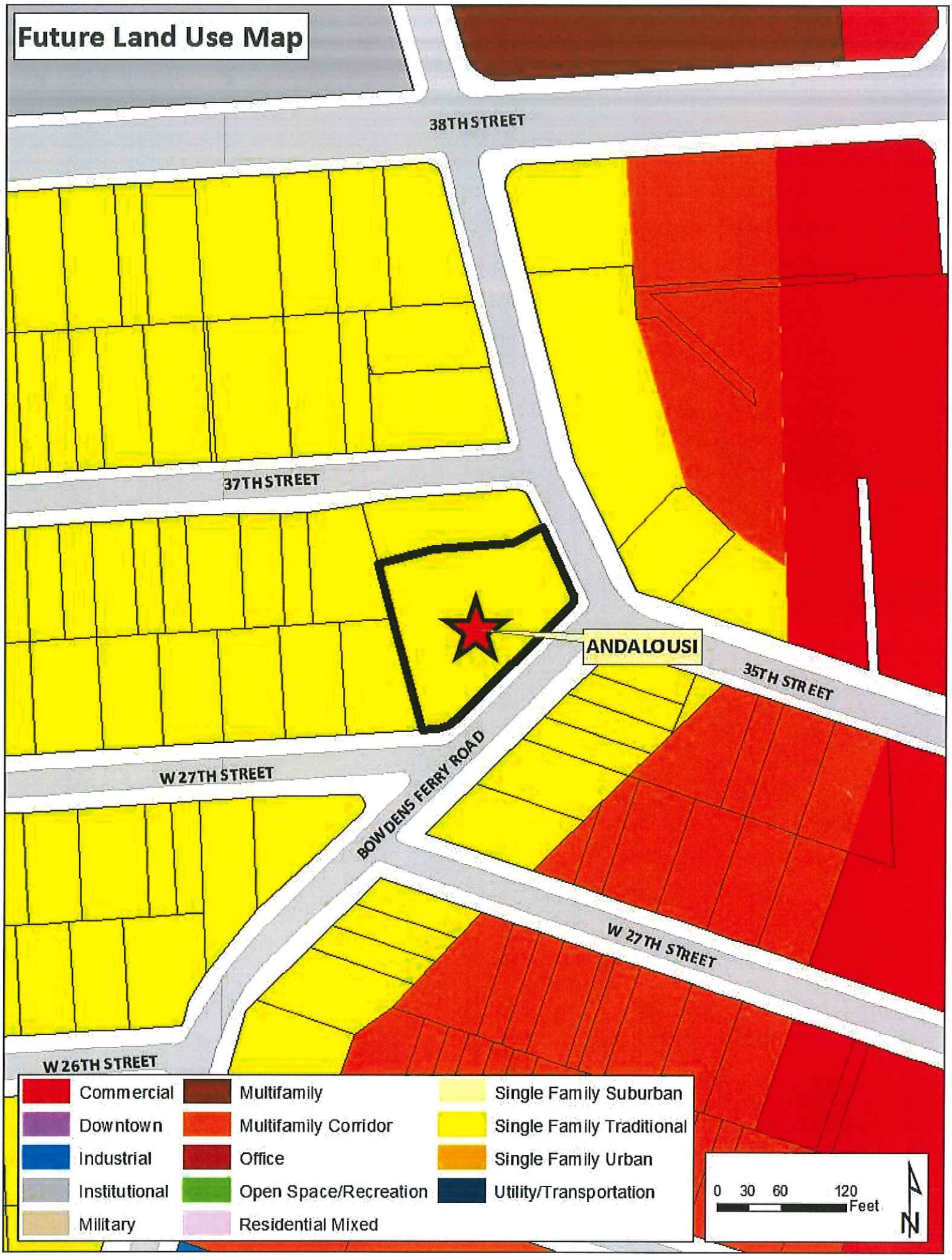
TYMOFF MOSS ARCHITECTS
JANUARY 9 2018

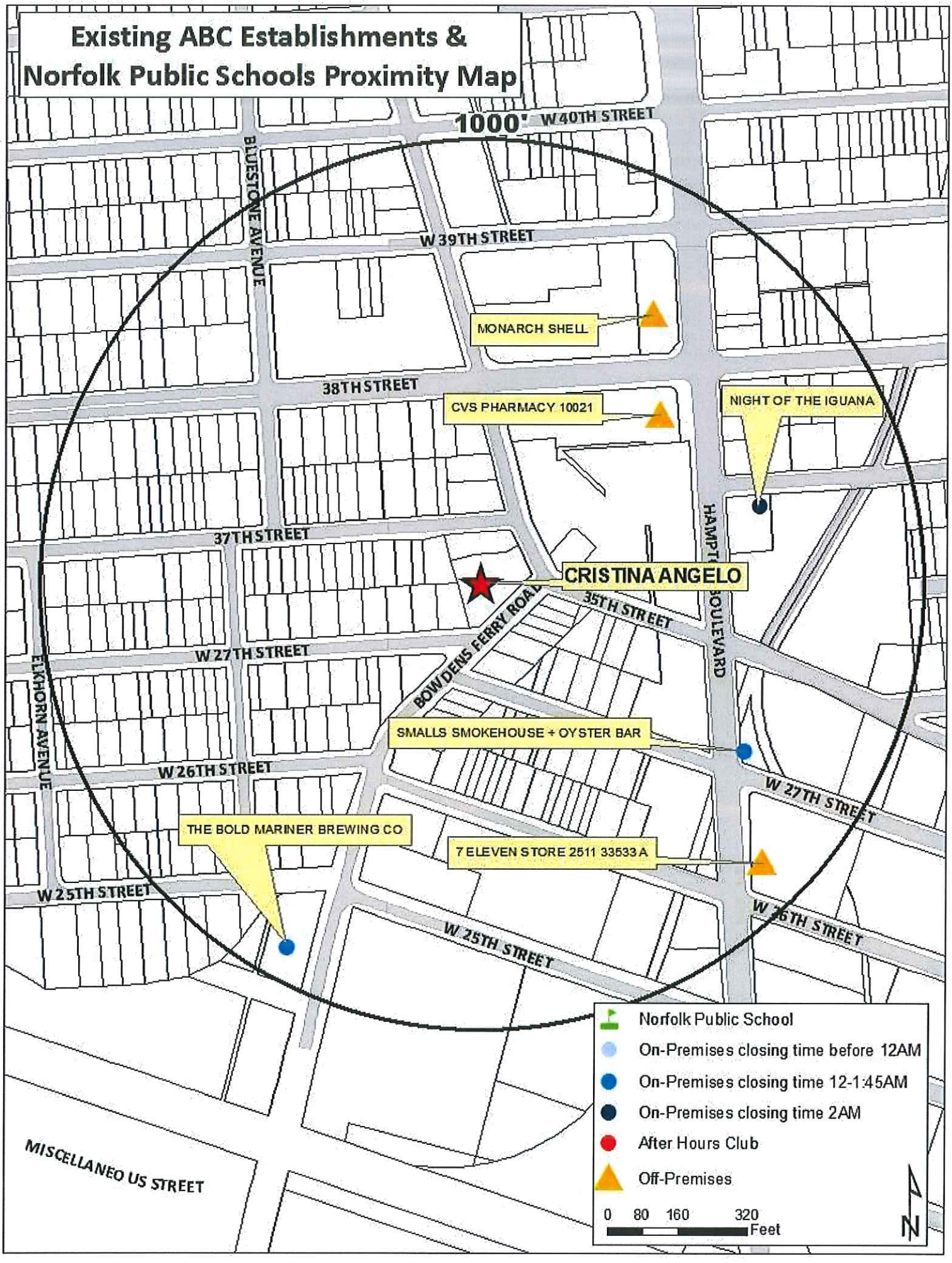
0' 8' 16'

2729 BOWDEN FERRY ROAD
2200 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
C-2
R-8
W 27TH STREET
R-8
R-8
W 26TH STREET
R-10
R-8
W 26TH STREET
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
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 25TH STREET
MISCELLANEO US 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

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

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

2. Name of applicant: (Last) _____ (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:** Omar Boukhriss 11 / 7 / 16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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

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:** Omar Boukh 2/23/16
(Applicant) (Date)

Print name: OMAR BOUKHRISS **Sign:** Omar Boukh 2/23/16
(Property Owner or Authorized Agent of Signature) (Date)

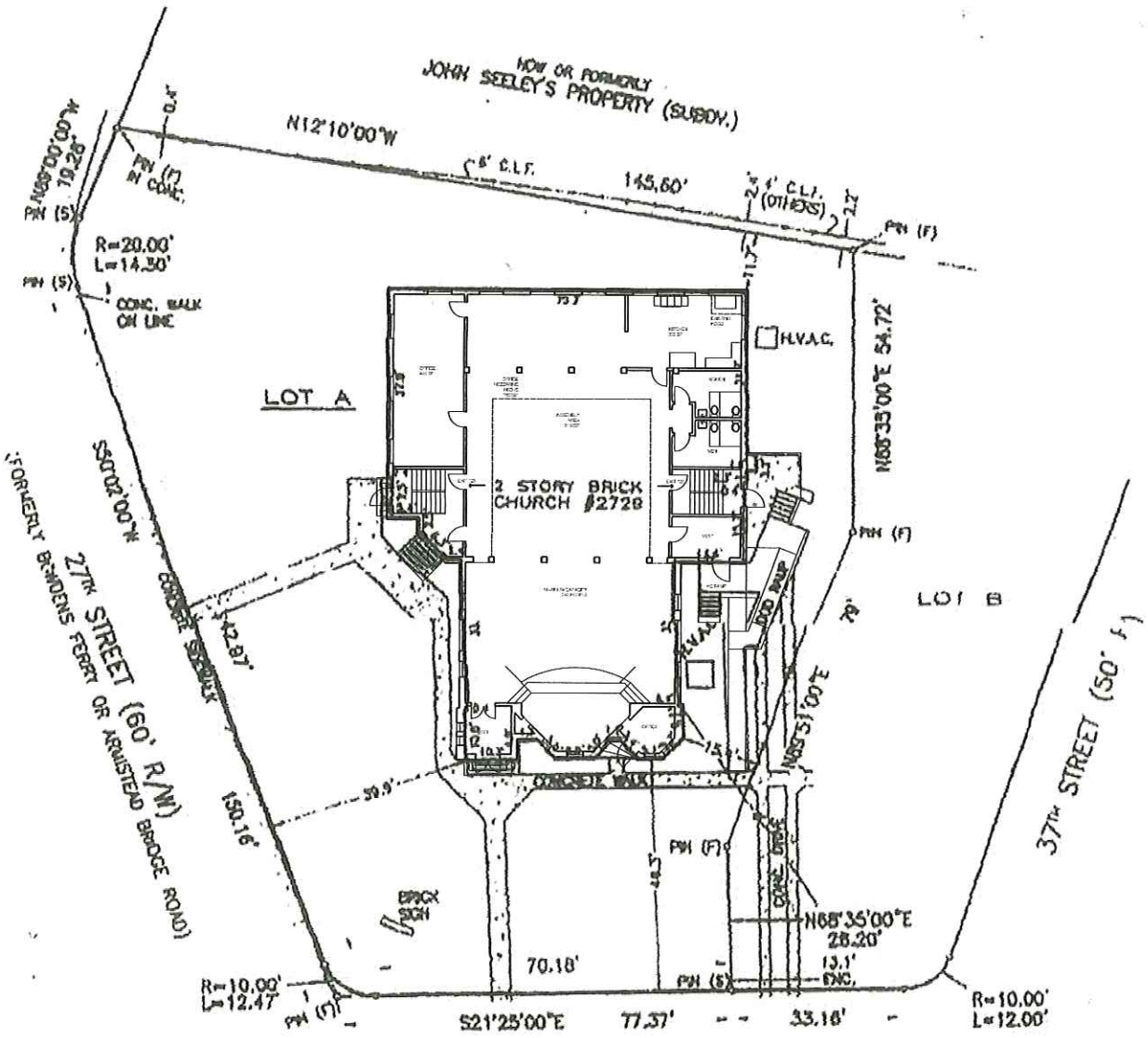
THIS IS TO CERTIFY THAT ON JULY 25, 2008, I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE SHOWN ON THIS PLAT. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN.

THE RESIDENCE SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "C"
FIRM MAP CITY OF NORFOLK — COMMUNITY NO. 510104
MAP REVISION APRIL 17, 1934 — PANEL NO. 0017D

THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.

AREA OF SURVEY = 0.4499 AC.

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



EXISTING FLOOR PLAN

TYMOFF MOSS ARCHITECTS
JANUARY 9 2016

0' 8' 16'

PHYSICAL SURVEY

OF

2728 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: Omershouse@verizon.net

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

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

2. Name of applicant: (Last) _____ (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) Sothern 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

C: Director, Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

SUBJECT: **The closing, vacating and discontinuing of a portion of Fauquier Street.**

REVIEWED: Ronald H. Williams, Jr., Deputy City Manager **Ward/Superward**: 4/7

APPROVED: Marcus D. Jones, City Manager **Item Number:** **PH-3**

I. **Staff Recommendation: Approval**

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

III. **Request:** Street closure of a portion of Fauquier Street from the northern line of Bellamy Avenue 100 feet, more or less, northeastwardly to its terminus.

IV. **Applicant:** Colonna's Ship Yard, Inc. by John D. Padgett, Esq.

V. **Description:**

- The right-of-way to be closed is located in the Berkley area at the boundary between single family and industrial areas in the community.
- The right-of-way will be incorporated into the adjacent shipyard property and will eliminate Fauquier Street as a potential access point to the industrial site from the community.
- The City's Department of Utilities has a six-inch water main in the proposed portion of Fauquier Street to be closed and has requested that the applicant abandon the main within the closure area with all costs for the abandonment borne by the applicant.
- Dominion Virginia Power has facilities in conflict and has requested an easement.
- The agreed upon purchase price of the right-of-way to be closed as established in the most recent appraisal, $18,750, is due to the City Attorney's Office at time of transfer.
- City Council deferred consideration of this item in January 2011 to allow for additional coordination and communication with the community.
- The Beacon Light/Berkeley Civic League in March 2016 after meetings and consultation with representatives of the shipyard has provided updated comments supporting the proposed closure.

VI. Staff point of contact: Jeffrey Raliski at 664-4766, jeffrey.raliski@norfolk.gov

Attachments:

- Ordinance
- Staff Report to CPC dated December 16, 2010 with attachments
- Proponents and Opponents
- 2016 Civic League Letter

PROPONENTS

John D. Padgett, Esq.
101 W. Main Street, Suite 9000
Norfolk, VA 23510

OPPONENTS

None

Form and Correctness Approved:

By _____
Office of the City Attorney

NORFOLK, VIRGINIA

Form CCO-003

Contents Approved:

By _____
DEPT.

ORDINANCE No.

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF FAUQUIER STREET FROM THE NORTHERN LINE OF BELLAMY AVENUE 100 FEET, MORE OR LESS, NORTHEASTWARDLY TO ITS TERMINUS, AND AUTHORIZING THE CONVEYANCE TO THE ABUTTING PROPERTY OWNER OR OWNERS OF ANY INTEREST THE CITY MAY HAVE IN THE SAID PORTION OF FAUQUIER STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, the City of Norfolk ("City") has received an application for the closure of a portion of Fauquier Street from the northern line of Bellamy Avenue 100 feet, more or less, northeastwardly to its terminus, as described in Exhibit A and shown on Exhibit B, both of which are attached to and made a part of this ordinance; and

WHEREAS, after a public hearing, the City Planning Commission recommended that the said portion of Fauquier Street be closed, vacated and discontinued; and

WHEREAS, Dominion Virginia Power has facilities located in the right of way and has confirmed that satisfactory arrangements have been made with respect to such facilities; and

WHEREAS, the City's Department of Utilities has

facilities located in the right of way and satisfactory arrangements have been made with respect to such facilities; and

WHEREAS, the applicant has agreed to pay to the City all costs associated with the publishing of the notice required by Section 15.2-2006 of the Code of Virginia, 1950, as amended; and

WHEREAS, pursuant to Section 15.2-2008 of the Code of Virginia, 1950, as amended, and Section 42-212 of the Norfolk City Code, 1979, the City and the abutting property owner or owners have agreed that the sum of $18,750.00 is a fair price for the City's interest in that portion of Fauquier Street to be closed; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, it is the judgment of the Council that the said portion of Fauquier Street is not needed for public use and travel, and that the closure of this portion of Fauquier Street will alleviate undue public maintenance responsibilities, will promote economic development, and will increase real estate tax revenues, and therefore this portion of Fauquier Street should be closed, vacated and discontinued as a public street of the City of Norfolk; now therefore,

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

Section 1:- That upon payment of the sum of $18,750.00 by the abutting property owner or owners a certified copy of this ordinance shall be recorded in the

Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded and, upon such recordation, the portion of Fauquier Street, as described in Exhibit A and shown on Exhibit B, shall be closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That it is the intent of the Council that upon payment of the aforesaid sum any interest the City may have in the said portion of Fauquier Street shall transfer to the abutting property owner or owners and the proper officers of the City are authorized to do all things necessary, including the delivery of a quitclaim deed or deeds, in form satisfactory to the City Attorney, to effect the transfer to the abutting property owner or owners of their fractional portion of any interest the City may have in the said portion of Fauquier Street.

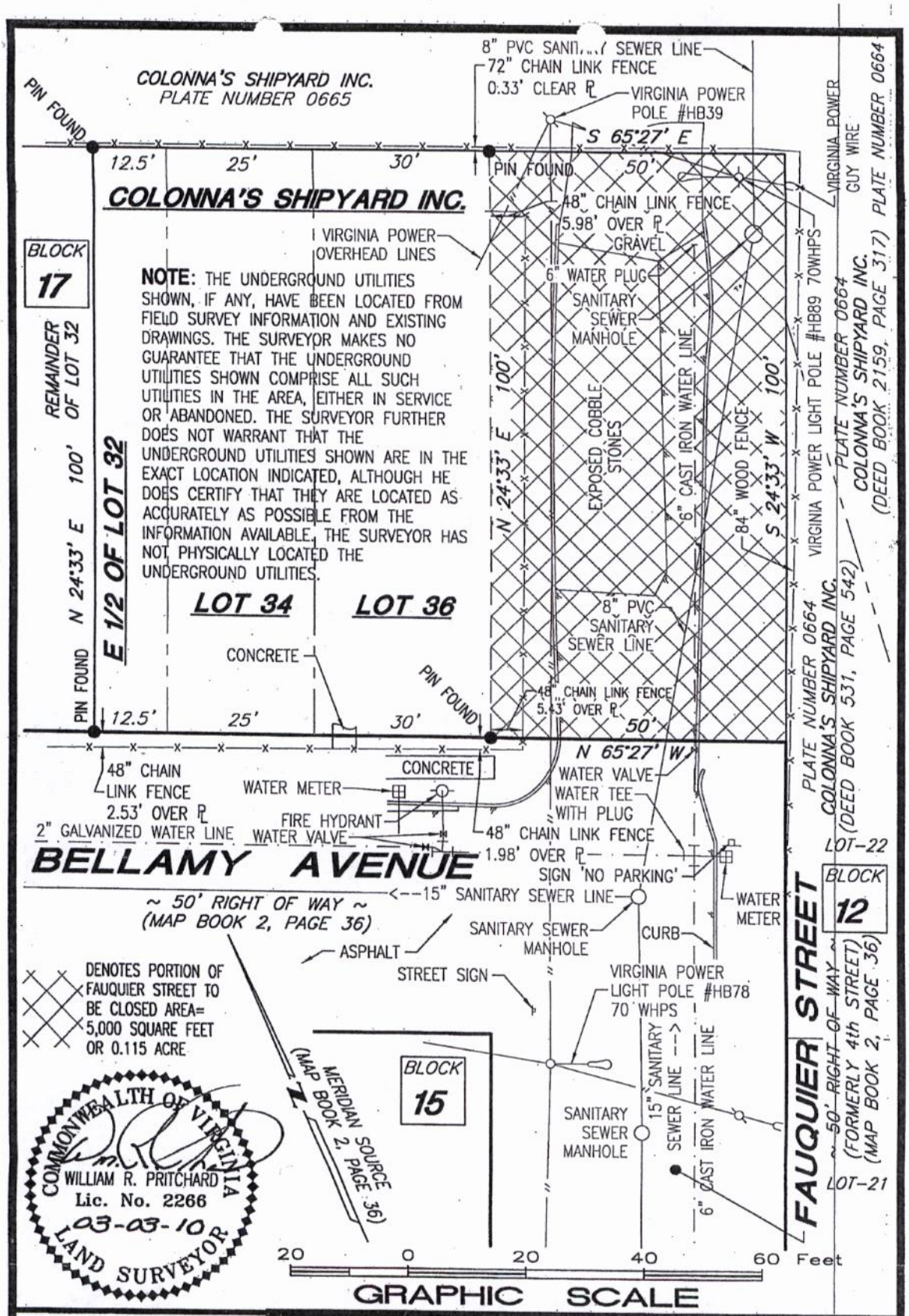
Section 3:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT A

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: That portion of the 50.00 foot right-of-way of Fauquier Street from the northern line of Bellamy Avenue 100.00 feet, more or less, northeastwardly to its terminus, said parcel being shown on an exhibit entitled, "Exhibit Showing a Portion of Fauquier Street to Be Closed as Shown on That Certain Plat Entitled (Entitled): 'Plat of Hardy Property' Said Plat Recorded in Map Book 2, Page 36, in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia," said exhibit being prepared by WPL, an engineering and surveying firm in Virginia Beach, Virginia, and said exhibit being dated February 10, 2010.

EXHIBIT

B



COMMONWEALTH OF VIRGINIA
WILLIAM R. PRITCHARD
Lic. No. 2266
03-03-10
LAND SURVEYOR

Landscape Architecture
Land Surveying
Civil Engineering
wplsite.com 757.431.1041
242 MUSTANG TRAIL STE 8 VIRGINIA BEACH, VA 23452

drawing title:

EXHIBIT
SHOWING A PORTION OF
FAUQUIER STREET TO BE CLOSED
AS SHOWN ON THAT CERTAIN PLAT ENTILTED:
'PLAT OF HARDY PROPERTY'
SAID PLAT RECORDED IN MAP BOOK 2, PAGE 36, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA
NORFOLK, VIRGINIA

date: 02/10/10	plat ref.: H-478	proj. no.: 210-0017
file: 210-0017_EX.dwg	fb/pg: 967/43	CAD/chk: WJW/eag

City of Norfolk

Inter Department Correspondence Sheet

TO: City Planning Commission

FROM: Executive Secretary, City Planning Commission

COPIES TO:

SUBJECT: Application for a Street Closure (CONT 4 P.H. DECEMBER 2010)

Name of the Street Proposed for Closure	Fauquier Street			
Extent of Closure	A portion Fauquier Street from the northern line of Bellamy Avenue 100 feet, more or less, northeastwardly to its terminus			
Site Characteristics	**Neighborhood**	Berkley		
Applicant	John D. Padgett, Esq.	**Property Owner**	Colonna's Shipyard, Inc.	
Area Characteristics	**North**	I-5 (Deep Waterfront Industrial) district		
	East	I-5 district and I-3, (General Industrial) district		
	South	R-8 (One-Family) district, R-9, (One-Family) district and I-5 district		
	West	R-8 district		

A. Summary of Request

John D. Padgett, Esq., attorney for Colonna's Shipyard, Inc., is seeking to close this portion of Fauquier Street as part of a new access management plan. The new plan eliminates entry into the shipyard from Fauquier Street.

B. Analysis

1. **Consistency with Plans**
   The *General Plan of Norfolk* discourages closure of public right-of-way that provides access to the water in order to protect public access to the water. The plan also calls for minimizing the amount of through traffic on local and collector streets to protect residential neighborhood areas from excessive traffic volumes

and its associated impacts. While this street does not provide access to the water, its closure does have the potential to minimize through traffic on the local and collector streets in this part of Berkley by removing a potential access point to Colonna's Shipyard. Therefore, the proposed closure will provide a net benefit to the community. The proposed street closure is consistent with the *General Plan*.

2. Impact on the Neighborhood

The applicant plans to utilize the portion Fauquier Street to be closed for fencing and landscaping and will have no adverse impact on the neighborhood.

3. Zoning Pattern

The closed right-of-way will reflect the zoning of the adjacent properties.

4. Impact on Services

The City's Department of Utilities has also reported there is a six-inch water main in the proposed portion of Fauquier Street to be closed. The Department of Utilities does not object to the street closure on the condition that the applicant abandons the main within the proposed portion of Fauquier Street to be closed with all costs for the abandonment borne by the applicant. The water main abandonment work must be completed prior to finalizing the street closure.

Dominion Virginia Power has facilities in conflict and has requested an easement.

C. Recommendations

1. Staff:

Staff recommends that this portion of Fauquier Street be discontinued as a public street of the City of Norfolk, contingent upon the satisfaction of each of the following conditions:

1. The Applicant shall verify the existence or non-existence of any private utilities within the right of way to be closed and, if private utilities do exist, Applicant shall ensure that an easement or easements satisfactory to the affected utility company or companies are provided or other satisfactory arrangements are made.

2. The Applicant shall ensure that any utility or other easement required by the City is dedicated to the City in recordable form satisfactory to the City Attorney.

3. That the applicant shall be responsible for the abandonment of the portion of the existing six-inch water main located within the proposed portion of Fauquier Street in a manner

satisfactory to the Department of Utilities and for all costs associated with the abandonment of the water main.

4. The abutting property owners shall pay to the City their fractional share of the sum of $20,000.00, the agreed price for the City's interest in the portion of Fauquier Street to be closed.

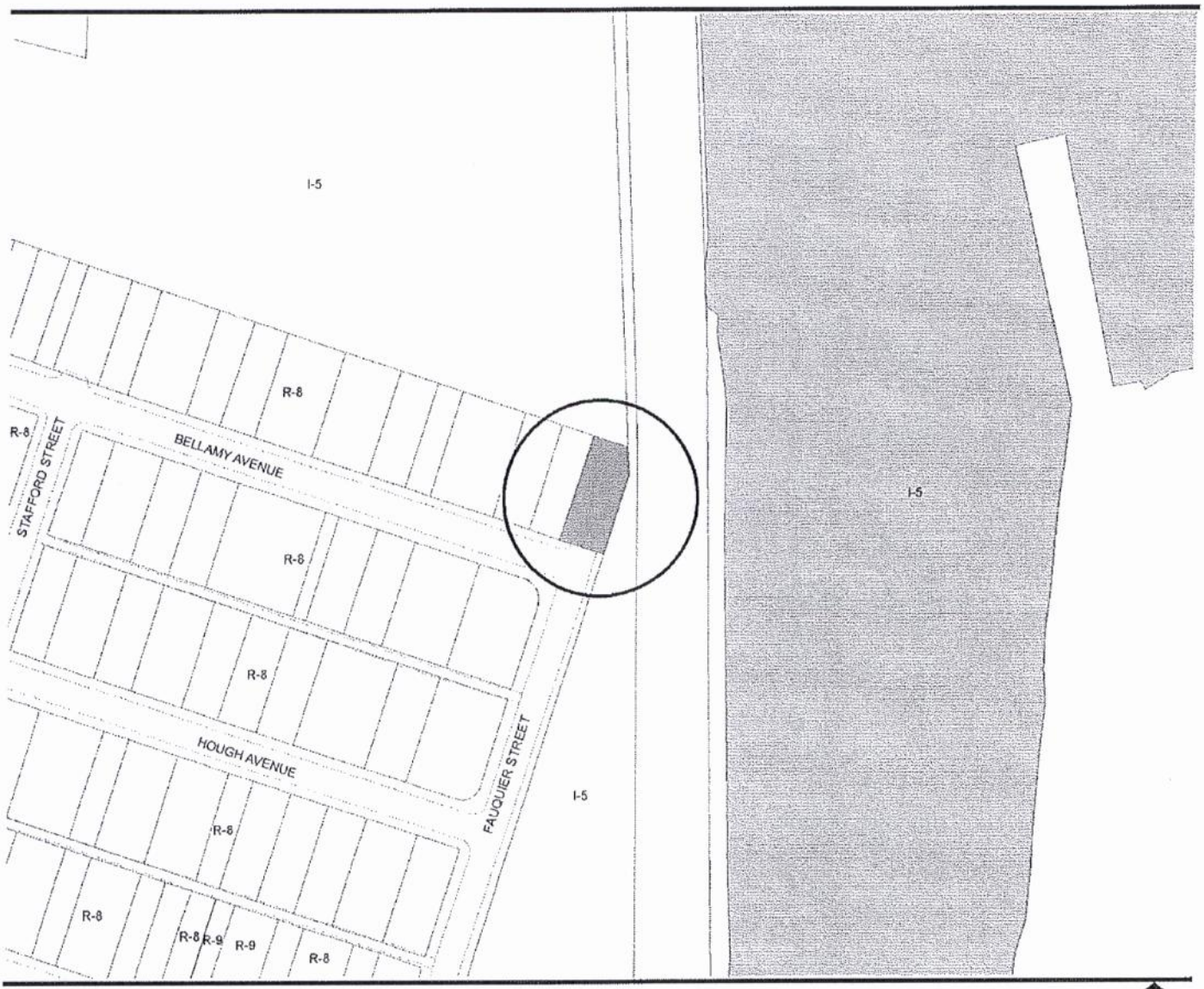
5. The Applicant shall pay to the City all costs associated with the publishing of the notice required by Section 15.2-2006 of the Code of Virginia, 1950, as amended.

Attachments
Area Map
Application

1. LOCATION AND ZONING

PROPOSED STREET CLOSURE

JOHN D. PADGETT FOR COLONNA'S SHIPYARD
FAUQUIER STREET



Planning Commission Public Hearing

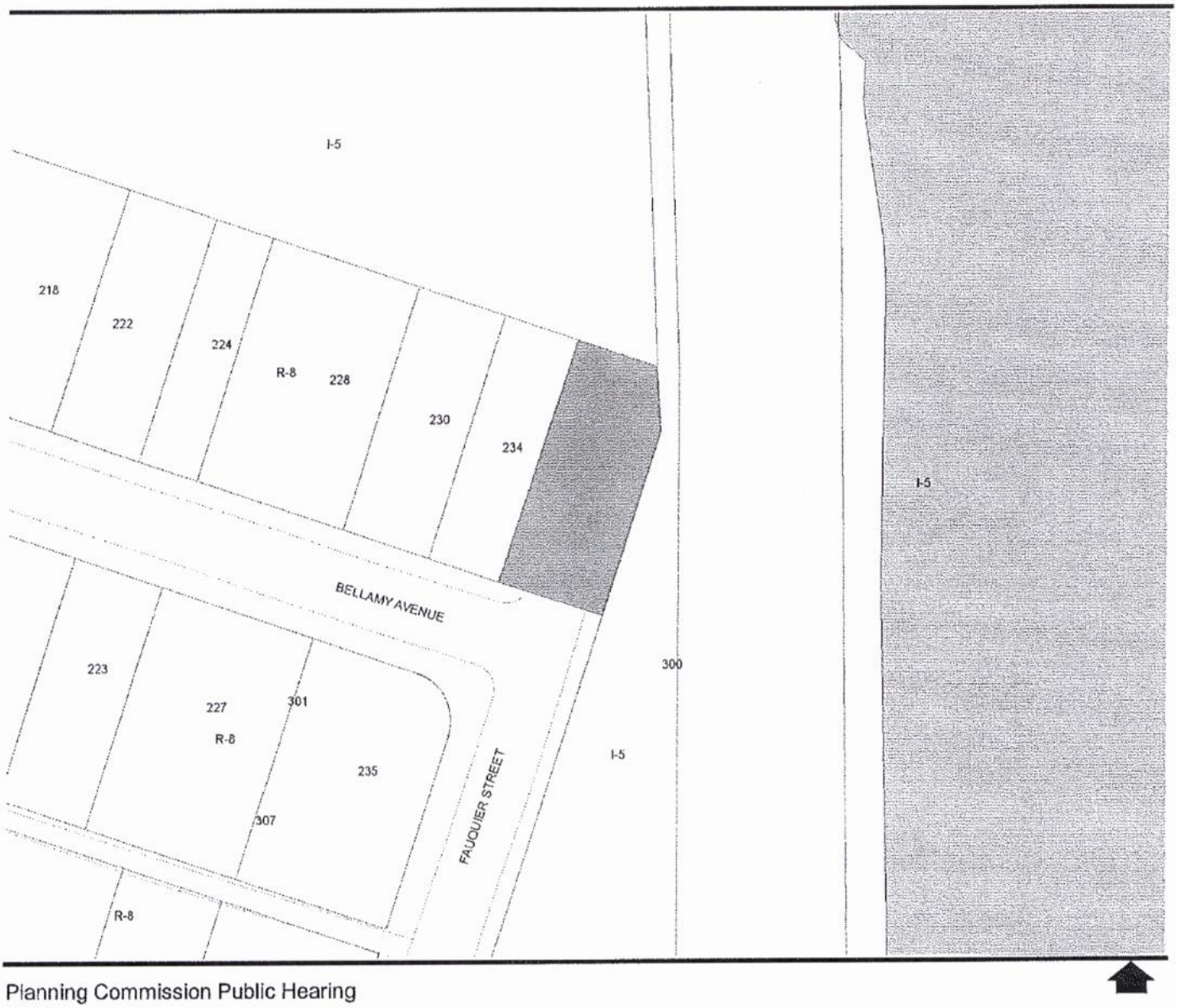
December 16, 2010 Cont. Application 4

Location

2. SITE

PROPOSED STREET CLOSURE

JOHN D. PADGETT FOR COLONNA'S SHIPYARD
FAUQUIER STREET



Planning Commission Public Hearing

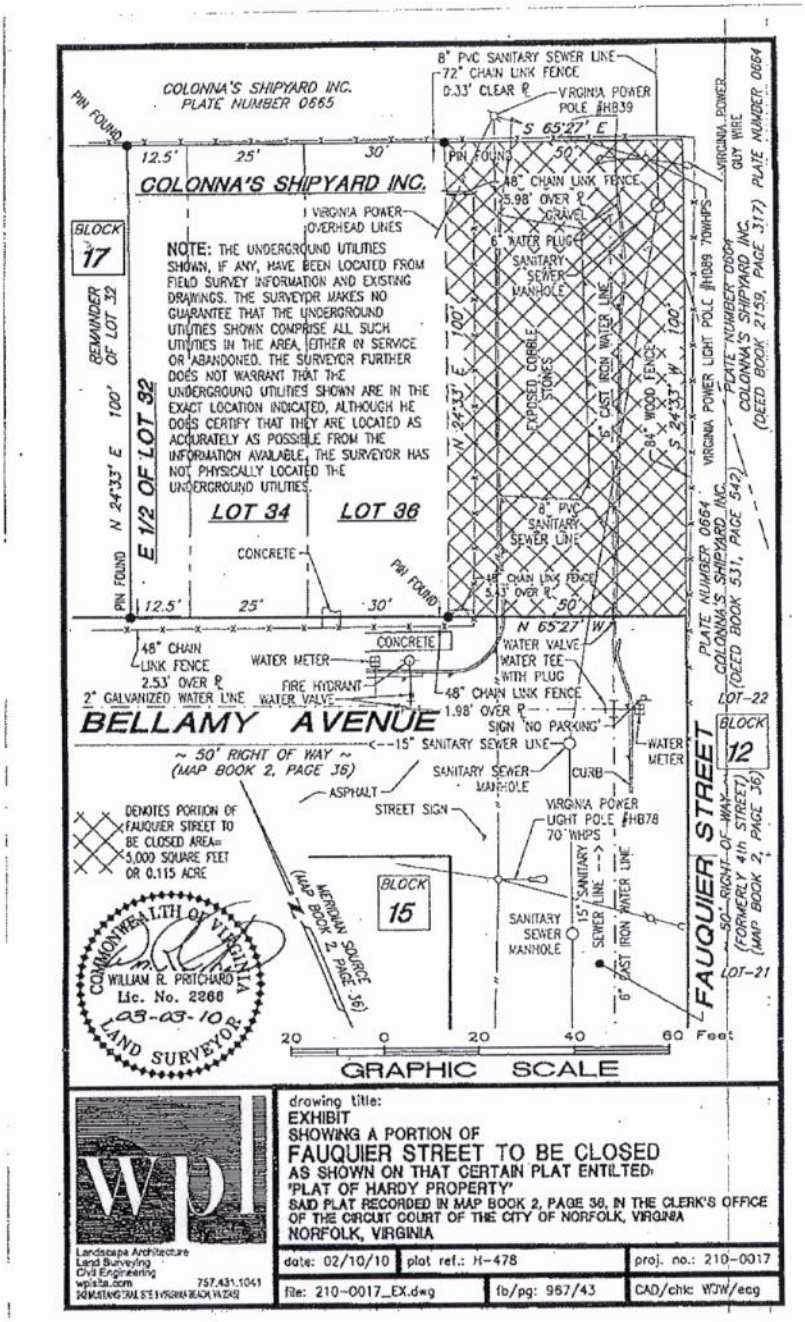
December 16, 2010 Cont. Application 4

Location

3. SURVEY

PROPOSED STREET CLOSURE

JOHN D. PADGETT FOR COLONNA'S SHIPYARD
FAUQUIER STREET



Planning Commission Public Hearing

December 16, 2010 Cont. Application 4

Location

March 7, 2016

City Planning Commission
Design Review and Preservation Board
C/o City Planning Department
810 Union Street
Suite 500
Norfolk, VA 23510

Attn: Jeff Raliski, Department of Planning

To Whom It May Concern:

On behalf of The Beacon Light/Berkley Civic League, I am sending this letter of support for the proposed street closure and sale of property at Fauquier Street by Colonna's Shipyard. The proposed project required for public hearing File No: 2010-139750-NB was reviewed by our Board of Directors in February 2016 and was deemed as a positive for both the Berkley neighborhood and Colonna's Shipyard.

An ordinance closing, vacating and discontinuing a portion of Fauquier Street from the Northern Line of Bellamy Avenue 100 feet, more or less, northeastwardly to it terminus, and authorizing the conveyance to the abutting property owner or owners of any interest the City may have in the said portion of Fauquier Street.

This project incorporates many of the principles we have been promoting as an organization, including: decreasing crime, partnering and supporting with local businesses and community development opportunities.

We urge the Planning Commission and City Council to join us in supporting this project. If you would like any additional information on our organization or our position we can be reached by calling Pamela Rodgers at 757-773-5461or pwbjdf@cox.net.

Thank you for your consideration

Quinton Fields, Vice President of Beacon Light/Berkley Civic League
Pamela Rodgers, President of Beacon Light/Berkley Civic League

cc. Councilman Paul R. Riddick

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: Renewal of Lease Agreement with the Girl Scout Council of the Colonial Coast and the City of Norfolk

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 1/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Girl Scout Council of the Colonial Coast
8420 Granby St. ("Camp Apasus")
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to approve a renewal of lease agreement between the Girl Scout Council of the Colonial Coast (the "GSCCC") and the City of Norfolk (the "city") for the city-owned property at 8420 Granby Street known as Camp Apasus.

IV. **Analysis**
This agreement will permit the GSCCC, as well as non-profit, civic, and governmental groups, to continue in the utilization of the grounds of Camp Apasus for outdoor and recreational activities. Maintenance of the grounds, and any city approved improvements thereto, are and have been executed by the GSCCC. Camp Apasus has been used as such by the GSCCC for over 25 years, and it is the intent of the GSCCC to continue accordingly.

V. **Financial Impact**

Rent for Camp Apasus	5 year term: $2,100 per year / $175 per month
Liability insurance for GSCCC	The city has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the city

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

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

N/A

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Proposed Lease Agreement
- Exhibit A – Location of Pool at Camp Apasus
- Exhibit B – Camp Apasus Swimming Pool Regulations
- Aerial Image of Camp Apasus

2/19/2016 -wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE GIRL SCOUT COUNCIL OF COLONIAL COAST FOR THE LEASE OF THE LAND, BUILDINGS AND IMPROVEMENTS ON CITY PROPERTY LOCATED AT 8420 GRANBY STREET.

- - -

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

Section 1:- That the terms and provisions of a Lease Agreement, a copy of which is attached hereto as Exhibit A, between the City of Norfolk ("City") and Girl Scout Council of Colonial Coast ("GSCCC"), whereby the City leases to GSCCC a lot, tract, piece or parcel of land with the buildings and improvements thereon, located at 8420 Granby Street, as shown on Exhibit B attached hereto, for use as a Girl Scout Camp known as Camp Apasus.

Section 2:- That the term shall begin on April 1, 2016 and end on March 31, 2021.

Section 3:- That the City Manager and other proper officers of the City are authorized to do all things necessary and property to execute the Lease for and on behalf of the City.

Section 4:- That the City Manager is further authorized to correct, amend or revise the Lease Agreement as he may deem advisable in order to carry out the intent of City Council.

Section 5:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT A TO ORDINANCE

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this _____ day of _____, 2016, by and between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia (the "Lessor") and **GIRL SCOUT COUNCIL OF COLONIAL COAST**, a Virginia corporation (the "Lessee"), whose address is 912 Cedar Road, Chesapeake, Virginia 23320.

WITNESSETH:

Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, has demised and leased and does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, the property owned by the Lessor known as Camp Apasus, located at 8420 Granby Street, Norfolk, Virginia (the "Premises"). The Premises consists of all that certain lot, tract, piece or parcel of land, with the buildings and improvements thereon, outlined on the attached sketch marked Exhibit A.

1. **Term of Lease.** Lessor leases to Lessee, and Lessor leases from Lessor, the Premises for a term of five (5) years (the "Term") to commence April 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur (the "Commencement Date"), and to end on the last day of March, 2021 (the "Termination Date"), subject to the provisions herein contained.

2. **Use.** Lessee covenants and agrees to use and occupy the Premises as a Girl Scout Camp and for no other purpose. The Girl Scout Camp shall be used by Lessee to offer to its scouts and other groups (including the Boy Scouts, non-profit, civic, governmental and school organizations) the opportunity to host and enjoy outdoor and recreational activities that include (among other things) camping, hiking, canoeing, kayaking, archery, swimming and other outdoor skills training.

Lessee shall have the right to erect and operate an above ground pool at the location shown on Exhibit A. This pool is to be secured and surrounded by an 8' high fence. The pool will be operated under the guidelines listed on Exhibit B. The pool is to be inspected by the Public Health Department prior to operation.

Lessee shall not use, or permit to be used, the roof of any structure on the Premises.

3. **Rent, Manner of Payment and Remedies of Lessor.** Lessee agrees to pay Lessor rent during the Term in the amount of Two Thousand One Hundred and 0/100 Dollars ($2,100.00) for each year, payable in advance, as follows: Payment shall be made by Lessee to Lessor, without formal demand, at the rate of One Hundred Seventy-Five and 00/100 Dollars ($175.00) per month on or before April 1, 2016 and shall continue to be paid on the 1st day of each month thereafter, including payments to be made for any agreed extensions. Rent should be made payable to the City Treasurer and mailed to the Office of Real Estate, 232 E. Main Street, Suite 250, Norfolk, Virginia 23510.

Lessee will, without any previous demand therefore, pay the rent at the time and in the manner above provided, and in case of non-payment of said rent, or in case the Premises shall be deserted or vacated, Lessor shall have the right to enter the same at once either by force or otherwise, without being liable to any prosecution therefore, and to distrain for rent, and also to re-let the Premises as agent of Lessee for any unexpired balance of the term and receive the rent therefore. Lessee also agrees that all property on the Premises and for thirty (30) days after removal shall be liable to distress for rent, and waives the benefit of all laws exempting any of its property from levy and sale either on distress for said rent or on judgment obtained in a suit therefore.

4. **Rent in Arrears and Remedies.** It is further agreed, that if said rent in whole or in part shall at any time be in arrears and unpaid, said Lessor or its agent may distrain or sue therefore; and if Lessee shall fail to comply with any of the conditions of this lease, or notice given under the terms hereof, then Lessor may, at its option, re-enter the Premises without further notice or process of law, and such re-entry shall, at the option of Lessor, constitute a termination of this lease. No such termination of this lease, however, nor recovering possession of the Premises, shall deprive Lessor of any other action or remedy against Lessee for possession, for rent or for damages.

5. **Breach of Agreement.** If Lessee shall breach any covenant or agreement herein contained on its part to be kept and performed, said Lessor and/or assigns may re-enter the Premises and repossess and enjoy the same as if Lessor's former estate therein; but before any such re-entry shall be made by Lessor or assigns by reason of any such default or breach, Lessor shall notify Lessee in writing of said default or reach (said notice to be delivered as hereinafter provided in paragraph twelve or served on Lessee by an officer) specifying the default or breach and demanding that it be remedied; and the right of re-entry shall not occur unless Lessee shall have failed to remedy the specified default or breach within 10 days after recent of said notice.

6. **No Assignment or Subletting.** Lessee shall not, without the written consent of Lessor first endorsed on this lease, use or allow the Premises to be used for any purpose other than as previously stated. Lessee shall not assign this lease for the whole or any part of the term, nor shall lessee sublease or underlet the whole or any part of said Premises. Further, Lessee shall not allow or permit the Premises or any part thereof to be occupied by any person(s) or group, other than Lessee, for any time greater than seven (7) consecutive days, without prior written consent from Lessor.

Any unlawful levy or sale or execution or other legal process, and also any assignment, or sale, in bankruptcy, or insolvency, or under any compulsory procedure shall be deemed an assignment within the meaning of this lease. Any failure by Lessor to insist upon strict observance on the part of Lessee of any covenant in this paragraph contained, whether or not Lessor shall have knowledge of the breach thereof, shall not be deemed a waiver of Lessor's right at any time during the term hereof to insist upon such strict observance during the remainder of the term.

7. **Repairs and Upkeep of Property.** Lessee agrees to do, at its own expense, such improvements, repairs and upkeep to the Premises during the term of this lease as it desires for its convenience and comfort, provided the same are first approved by the City Manager or Acting City Manager of Lessor. Lessee agrees to keep the plumbing, sewerage, heating and lighting fixtures in good order.

8. **Improvements and Fixtures.** Lessee agrees to permit Lessor or its agents to enter the property to make emergency repairs and it is also understood as a part of this lease that any repairs or alterations which may be made by Lessor at the request or by permission of Lessee, during this lease or any renewals or continuance of the same, are to be construed as done by Lessor only for the preservation or improvement of the Premises. No matter how often, nor for what purpose they may be done, they are not to be taken as indicating the existence of any agreement, implied or otherwise, that it shall be the duty of the Lessor to do such things, nor any similar, nor other things in connection with the leased property, no matter how long this lease may be continued, nor how often such things may arise.

9. **Alterations or Additions.** Lessee will, during the term, keep and at the expiration thereof deliver the Premises in as good order and condition as the same now are, reasonable wear and tear and damaged by accident, fire or storm alone excepted. Lessee shall not

make any alterations or additions without Lessor's written consent, endorsed on this lease, and all alterations, additions or improvements made by either of the parties thereto upon the Premises, except movable furniture put in at the expense of Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the Premises at the termination of this lease.

10. Liability. Lessee will not hold Lessor responsible for any damage to the Lessee's property. Lessee agrees to assume all risks of every kind, whether relating to property or person, in connection with its occupancy of the Premises, whether the same arise from defects latent or patent in connection with the building, or other parts of the Premises and whether or not the same were known by the Lessor at the time of making this lease and were not disclosed by Lessor at that time, or any subsequent time.

11. Damages to Premises. Lessee agrees that it will not damage, injure or disfigure the Premises, nor any part thereof, in any way, nor will Lessee allow the same to be done. Lessee will be responsible for the breakage of all glass in the Premises, and agrees to replace the same without delay, regardless of how the same was broken.

If, during the term, the Premises or any part thereof shall be damaged by fire, storm or other casualty, Lessor shall not be obligated to repair or rebuild the same, and if the Premises become untenable, due to fire, storm or other casualty, this lease shall immediately terminate, provided always that there shall be no cessation of rent if the damages shall have been the result of the negligence, default, or willful act of Lessee or its agents or employees.

12. Wetlands. Lessee covenants that it will not disturb, nor permit others under its control to disturb, the wetlands which abut the Premises without having first obtained each and every permit required by federal, state and local government statutes, ordinances or regulations.

13. **Fire Hazard.** Lessee covenants that it will do and/or will permit to be done no act which will increase the fire hazard or rate of fire insurance on the Premises, or any property thereon, that it will obey all State and municipal laws and regulations relating to fire hazards, fire protection and sanitation, and that it will not commit a nuisance on the Premises.

14. **ENVIRONMENTAL.**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. § 6901 et seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA") or any other federal, state or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPAII) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of the Lessee, including but not limited to the Lessee's, interest in the Premises or any of the Lessee's property

located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that Lessee may be permitted under applicable law to use the Premises for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, Lessee shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. Lessee shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances on the Premises. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance on the Premises, Lessee shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of Lessor.

(c) Lessee shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, any successor, or new environmental laws. Upon the receipt of any Notice, Lessee shall notify Lessor promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to Lessee, whether due to merger, sale of assets or other business combination or change of control.

(e) Lessee hereby agrees to defend (with counsel satisfactory to Lessor) and indemnify and hold Lessor harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees

arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances on the Premises and losses and claims against Lessor resulting from Lessee's failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

15. **Expiration of Lease and Term Hereof.** Either party hereto may terminate this lease at any time by giving the other party written notice of at least 90 days prior thereto. Lessor reserves the right to mail by ordinary mail said notice to terminate lease, or to deliver said notice to Lessee. Lessee accepts these conditions as the legal means to cancel lease. But in default of such notice, this lease shall continue upon the same terms and conditions as are herein contained for a further period of 90 days and so on from month to month until terminated by either party hereto, giving to the other at least 90 days notice for removal prior to the expiration of the current term, provided, however, that if Lessor shall have given at least 90 days notice in writing previous to the expiration of said term (or any extension or renewal thereof as above) of its intention to change the terms or conditions of this lease, and Lessee shall hold over into another term, it shall be considered a Lessee under the terms and conditions mentioned in such notice for another similar term and until the lease is again terminated by notice as herein above provided.

16. **Examination of, Showing Premises, To Let and For Sale Signs.** Lessee agrees to allow Lessor or its representatives or prospective purchasers, at any reasonable hour to enter the said Premises for the purpose of inspecting the same, for making any repairs that they may deem necessary or desirable, or for showing the Premises to any parties; and 60 days preceding the expiration of said term, will allow the usual notice of "For Lease" or "For Rent" to be placed on the entry road of the Premises, and at any time during the term a like notice of "For Sale", and remain thereon without hindrance or molestation.

17. **Lease Representation.** That to secure this lease, Lessee represents that Lessee is of good moral character and not engaged in any illegal or immoral business, the untruth of which shall be grounds for terminating this lease, as shall also engaging in or permitting any unlawful business whatever on said premises.

18. **Water, Sewer Charges and Leasehold Taxes.** Lessee shall pay all charges lawfully assessed or imposed during the said term upon the Premises for water and sewerage disposal charges, and if not so paid Lessor may, if it so elects, pay the same, and the amount so paid shall be considered as additional rent of the Premises and payable forthwith.

Lessee shall pay any leasehold taxes assessed or imposed on the Property pursuant to the lease of the subject property by Lessee.

19. **Garbage and Trash Disposal and Ordinances.** Lessee hereby agrees to pay all charges lawfully assessed or imposed during the said term upon the Premises and in conformance with the Ordinances of the City of Norfolk as it relates to the disposal of garbage and trash as they are presently constituted or as they may be hereafter amended. Lessee assumes full responsibility for failure to conform and Lessee covenants that it will, during the term hereof, comply with all federal, state and local laws and ordinances relating to the Premises or to the use thereof or to the business conducted therein. If any such garbage and/or trash disposal charges are not so paid, Lessor may, if it so elects, pay the same, and the amount so paid shall be considered as additional rent of the Premises and payable forthwith.

20. **Heirs, Executors, Etc., Bound.** All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors, and so far as same is assignable by the terms hereof, to the assignees of such parties.

21. **Nuisance.** Lessee covenants that it will not allow the Premises to be used for any illegal or immoral purpose, and that it will not do, or suffer to be done, in or about the

Premises any act or thing which may be a nuisance, annoyance, inconvenience or damage to Lessor, Lessor's tenants, the occupants of adjoining property, or the neighborhood.

22. **Wrecked Vehicles.** Lessee shall not place, store, or permit to be placed or stored, on the Premises, or ways adjoining the Premises, any damaged, wrecked or junked automobile, truck or vehicle of any type.

23. **Neat and Sanitary.** Lessee shall keep the Premises in a neat and sanitary condition at all times.

24. **Driveway Access and Sign.** Lessee shall design, construct and maintain all driveway entrances to the Premises in accordance with plans and specifications approved by the Lessor's Director of Public Works. Lessee shall also, during the term hereof, have the right to use in connection with others therein entitled, for the purpose of ingress and egress from the Premises, that certain access road, a portion of which is unimproved, which is shown on Exhibit A. Lessee shall have the additional right to maintain on the adjoining property of Lessor at the site marked "sign" shown on Exhibit A, said sign designating the site as Camp Apasus, provided, however, that Lessee shall have first obtained approval of the format of said sign from the Lessor's Director of Recreation, Parks and Open Space.

25. **Insurance.** Lessee shall maintain Commercial General Liability Insurance (CGL) with a limit of not less than $1,000,000 each occurrence. CGL insurance shall be written on an occurrence form and shall cover liability arising from the Premises, operations, independent contractors, and personal injury and liability assumed under insured contract. Lessor shall be included as an additional insured under this policy. If Lessee fails to maintain the insurance as set forth in this Agreement, Lessor shall have the right, but not the obligation, to purchase such insurance at Lessee's expense. This insurance shall apply as primary with respect to any other insurance or self-insurance program afforded to Lessor.

IN WITNESS WHEREOF, the City of Norfolk has caused this lease to be executed in its name and on its behalf by its proper officer or officers, duly authorized; and Girl Scout Council of Colonial Coast has caused the same to be signed in its name and on its behalf by its Executive Director duly authorized.

CITY OF NORFOLK

By: _____ (SEAL)
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, TO-WIT:

I, _____, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the ____ day of _____, _____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public
Registration No._____

APPROVED AS TO CONTENTS:

_____
Director of General Services

APPROVED AS TO FORM AND CORRECTNESS:

_____
Deputy City Attorney

GIRL SCOUT COUNCIL OF COLONIAL COAST

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____ (Title) of Girl Scout Council of Colonial Coast, whose name is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public
Registration No._____

EXHIBIT A

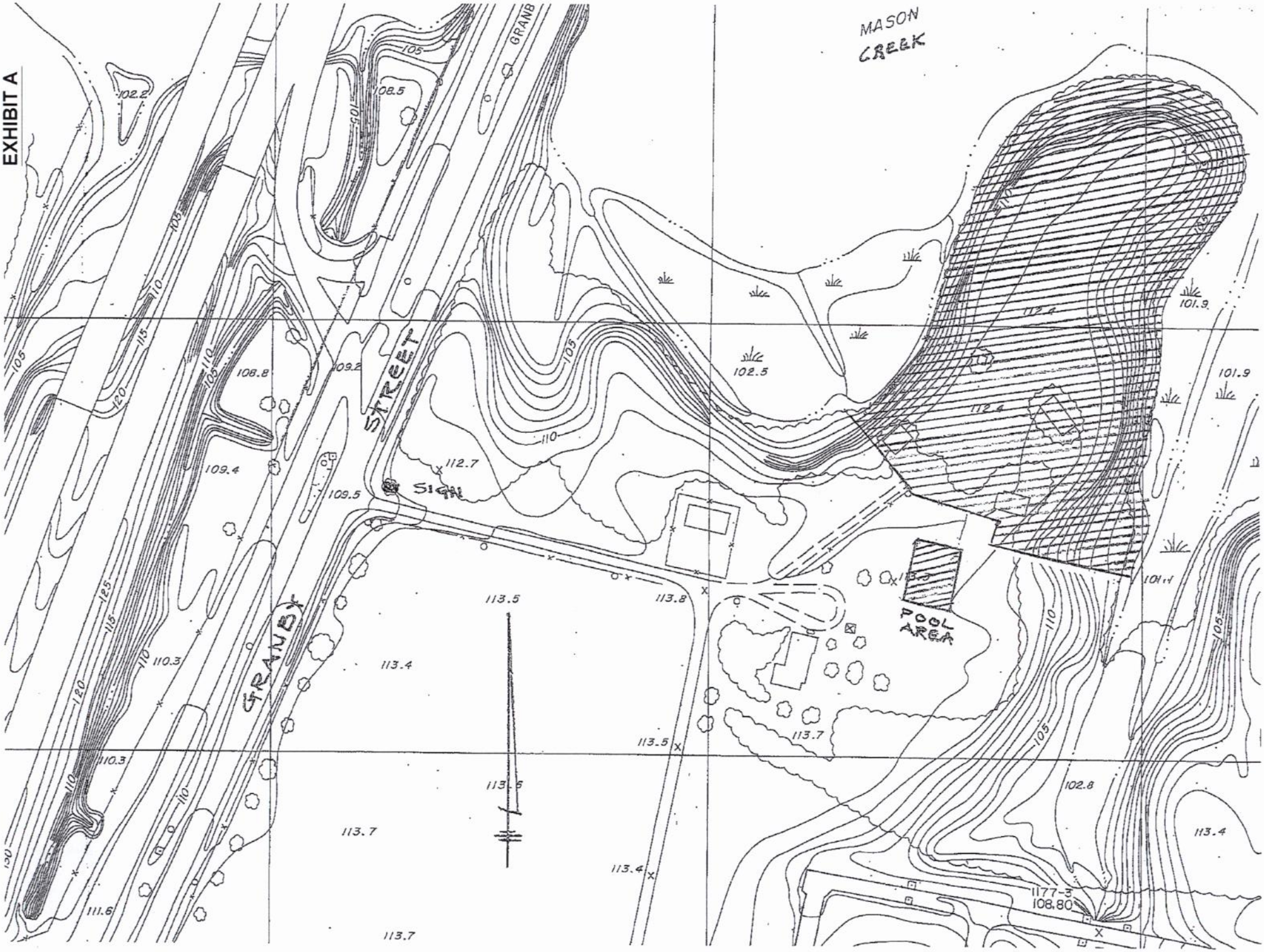

MASON
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EXHIBIT B

girl scouts

Swimming: Safety Activity Checkpoints

A longtime Girl Scout tradition, swimming is one of the many ways that girls develop athleticism, leadership and team-building skills. Whether swimming outdoors at camps and competitive events or in indoor pools, safety is one of the keys to having fun in the water. Girls and adults adhere to council requirements for swimming levels—in addition to the requirements of the organization you are working with—to participate in water activities. Consult a local organization such as your local parks and recreation department, YMCA, or American Red Cross for swimming lessons. To find a local pool or club for swimming to swim.com.

Know where to go swimming. Girl Scout camps, lakes, rivers, pools, and other camping facilities. Connect with your Girl Scout council for site suggestions.

Include girls with disabilities. Communicate with girls with disabilities and/or their caregivers to assess any needs and accommodations. Learn more about the resources and information that Disabled Sports USA and USA Swimming Disability Committee provide to people with disabilities.

Swimming Gear

Recommended/Rescue Gear

- ☐ Bathing suit (a one-piece is usually less cumbersome than a two-piece)
- ☐ Waterproof sunscreen (SPF of at least 15) and lip balm
- ☐ Sunglasses
- ☐ Beach towel
- ☐ Dry clothing and sunglasses to wear after swimming
- ☐ Goggles, swim cap, and/or nose and ear plugs for girls who need them
- ☐ Participants who are weak swimmers wear a U.S. Coast Guard–approved life jacket (Type III recommended) that fits according to weight and height specifications. Inspect life jackets to ensure that they are in good condition and contain no tears. Read about Coast Guard life jackets here.
- ☐ Reaching pole
- ☐ Ring buoy or throw bag with firmly attached line approximately 30 feet long
- ☐ Rescue tube

- ☐ Backboard
- ☐ At least one graspable and throwable personal flotation device (Type IV buoyant cushion or ring buoy or equivalent) is immediately available for each group on the water

Prepare for Swimming

- ☐ **Communicate with council and parents.** *See the Introduction to Safety Activity Checkpoints.*
- ☐ **Girls plan the activity.** *See the Introduction to Safety Activity Checkpoints.*
- ☐ **Arrange for transportation and adult supervision.** *For the recommended adult-to-girl ratios See the Introduction to Safety Activity Checkpoints.*
- ☐ **Ensure the presence of lifeguards.** One adult lifeguard (certified in American Red Cross Lifeguard Training plus Waterfront Lifeguard course or the equivalent) is present for every 10 swimmers, plus one watcher. *Exception for pools:* For swimming activities in public pools, hotel and cruise-ship pools, and backyard pools, the lifeguards are at least 16 years old and have American Red Cross Lifeguard Training certification or the equivalent. When girls are wading in water more than knee-deep, an adult with American Red Cross Basic Water Rescue certification or with documented experience according to your council's guidelines, as outlined in *Volunteer Essentials* .
- ☐ **Ensure the presence of watchers.** A watcher is a person who assists the group by watching the group for possible emergencies. Lifeguards and watchers are stationed at separate posts and stay out of the water, except in emergencies. An American Red Cross Lifeguarding Instructor or American Red Cross Water Safety Instructor (WSI) can provide training in Basic Water Rescue.

  Swimming Lifeguards and Watchers Ratios

Number of Swimmers	Lifeguards	Watchers
1–10	1 adult (see exception for pools below)	1*
11–25	1 adult (see exception for pools below)	2*
26–35	2 persons, at least 1 is an adult; others may be 16 years of age or older.	3*
36–50	2 persons, at least 1 is an adult; others may be 16 years of age or older.	4*

*Some states allow watchers to be under the age of 18, but in all states, they must be at least 16 years of age.

These numbers are a minimum. The ratio of lifeguards and watchers to swimmers may need to be increased depending on the number of girls in one area, swimming level and ability, girls with varying abilities, age level and ability to follow instructions, type of swimming activity (instruction, recreation), type of swimming area, weather and water conditions, and rescue equipment available. If you are unsure whether your swimming lifeguards and watchers ratios are sufficient, be sure to contact your council.

- ☐ **Ensure participants are able to swim.** Participants' swimming abilities are classified and clearly identified (for instance, with colored headbands to signify beginners, advanced swimmers, etc.) at council-approved sites, or participants provide proof of swimming-test certification. In the absence of swimming-test certification, a swim test is conducted before or on the day of the activity. Consult with your Girl Scout council for additional guidance.

  Note: For backyard pools the homeowners' liability insurance is primary in the event of an accident, and should therefore be notified before any other insurance company.

☐ **Assess safety of swimming site.** Whether using council-owned or -operated swimming sites or using public, loaned, or donated facilities, the swimming site posts that its water quality passes the local health-department tests and sanitation regulations. In addition:

For pools:

- Pool water depths are clearly marked, and shallow areas are marked "no diving." Diving areas are separate from other swimming areas.
- The facility makes periodic maintenance checks. Maintenance requests are repairs are documented, and records are retained.
- Water pH and chlorine are tested and maintained at safe levels. Tests are documented, and records are retained.
- The decks around the pool are kept clean and clutter-free.
- The surrounding fence and gate or doors are locked when the pool is unsupervised.

For beach and other waterfront areas:

- Hazards are eliminated or clearly marked.
- Girls are instructed to avoid strong currents, sharp drop-offs, quicksand bottoms, rough surf, and other potentially dangerous conditions.
- As best as can be determined, the water is free of dangerous marine life.
- The bottom is relatively free of debris, sharp stones, and shells.
- Swimming, diving, and small-craft areas are separate. They are clearly marked or roped off or both.

☐ **Follow sliding safety rules***. The following rules are respected for activities that include slides:

- A watcher signals that the next person may slide when the landing area is clear.
- Only one person may be on the slide at a time.
- Girls slide in a sitting position, never headfirst.
- The landing area is off-limits to other swimmers.
- The water in the slide landing area is at least 4 feet deep.

☐ **Follow diving-area safety rules***. The following rules are respected for activities that include diving:

- The diving area is divided from the swimming area by a buoyed line.
- The water in the landing area is a minimum of 10 feet deep for recreational diving boards. The boards are usually 12 to 14 feet long and less than 3 feet above the water's surface.
- The water in the landing area is a minimum of 12 feet deep for competitive diving boards. The boards are usually 16 feet long and 3 to 10 feet above the water's surface.
- Diving is restricted to water of sufficient depth and checked in advance for submerged obstructions. Diving is prohibited in waters of unknown depth and conditions.
- Recreational divers do not manipulate the adjustable fulcrum on the springboards. During recreational swimming periods, the adjustable fulcrum is locked in a fixed position, preferably in its most forward position, to reduce the spring of the board.
- The maximum water depth extends 10 feet on each side of the center line of the board. If tides, drought, and similar forces affect the water depth, it is checked each time before diving is permitted.
- Girls do not dive off the side of the board.

☐ **Follow water-park safety rules***. When participating in water activities at water parks, adults and girls must:

- Read and follow all park rules and the instructions of lifeguards.
- Know their physical limits. Observe a water ride before going on.
- Not dive. Always know the depth of the water before wading in.
- Not run. Most minor injuries at water parks are caused by slips and falls.
- Use extra care on water slides. They cause a significant number of injuries. See "Follow sliding safety standards" outlined above
- In wave pools, stay away from the walls.

- ☐ **Prepare for emergencies.** Ensure the presence of a waterproof first-aid kit and a first-aider with a current certificate in First Aid, including Adult and Child CPR or CPR/AED, who is prepared to handle cases of near-drowning, immersion hypothermia, and sunburn. If any part of the activity is located 30 minutes or more from emergency medical services, ensure the presence of a first-aider with Wilderness First Aid. See *Volunteer Essentials* for information about first-aid standards and training.
- ☐ **Compile key contacts.** *See the Introduction to Safety Activity Checkpoints.*

On the Day of Swimming

- ☐ **Get a weather report.** If swimming outdoors, never swim on a stormy day. On the day of the activity, consult weather.com or other reliable sources to assess temperature and weather and water conditions. If weather conditions prevent the trip, be prepared with a backup plan or alternative activity.
- ☐ **Safeguard valuables.** Don't leave personal belongings and valuables unattended in a public place.
- ☐ **Use the buddy system.** *See the Introduction to Safety Activity Checkpoints.*
- ☐ **Be prepared in the event of a storm with lightning.** Exit water immediately, and take shelter away from tall objects (including trees, buildings, and electrical poles). Find the lowest point in an open flat area. Squat low to the ground on the balls of the feet, and place hands on knees with heads between them. During storms, if shore cannot be reached, keep a sharp lookout for boats and other obstructions.
- ☐ **Keep track of girls' whereabouts.** In a controlled waterfront, a checkboard system is used to indicate which girls are in the water and in which swimming area. In crowded areas, a color system is used for identification (for example, non-swimmers, novice swimmers, and skilled swimmers each have a wristband, hair band, or other marker of a different color).
- ☐ **Monitor time in water.** The length of a swimming period is determined by the swimmer's condition and comfort, weather conditions, and water temperature. Generally, 30-minute swimming periods are sufficient.
- ☐ **Respect basic swimming rules and safety precautions.**
    - Girls do not dive into above-ground pools, shallow areas, etc.
    - Girls swim in supervised areas only.
    - Girls swim only during daylight hours or in a well-lit pool at night.
    - Girls do not swim immediately after eating, when overheated, or when tired.
    - Girls swim at a safe distance from any diving board.
    - Electrical appliances are not used in or near swimming areas.
    - Bottles, glass, and sharp objects are not allowed in swimming area.
    - An emergency telephone is available, whenever possible.
    - Drink water to avoid dehydration.

Swimming Links

- **American Red Cross Swimming and Water Safety program:** www.redcross.org/portal⇨Preparing and Getting Trained⇨Get Trained⇨Swimming and Water Safety⇨Learn to Swim
- **Swim America:** www.swimamerica.org
- **USA Swimming:** www.usaswimming.org
- **YMCA Safety Around Water:** http://www.ymca.net/watersafety

Swimming Know-How for Girls

- **Learn swimming strokes.** To learn more about the different swimming strokes visit enjoy-swimming.com.
- **Create swimming games.** Marco Polo and Find the Penny are popular swimming games.

***These checkpoints must be reviewed with the vendor and/or facility, when appropriate.**

EXHIBIT B TO
ORDINANCE

CREEK
GRANBY STREET
E EVANS STREET
NEW STREET
HAVEN DRIVE
NEOMA DRIVE
E BAYVIEW BOULEVARD
RICHARDSON STREET
LOUVETT STREET
LOUVICK STREET
CIRCLE DRIVE
CREAMER ROAD
CHESAPEAKE BOULEVARD
WOODFORD STREET
HYDE PARK ROAD
FISHERMANS ROAD
NORMAN AVENUE
MAYFIELD AVENUE
MARVIN AVENUE
VERO STREET
MILDRED STREET
LESNER AVENUE
SHEPPARD AVENUE
LENA STREET
NEWELL AVENUE
KATHY COURT
TASOR COURT
SPENCER LANE
KALE LANE
MCCLOY ROAD
GYOAX ROAD
ANDREW LANE
MERCER DRIVE
EDWIN DRIVE
WEST GLEN ROAD
CRESCENT ROAD
GALVESTON BOULEVARD
EAST GLEN ROAD
ROXBORO ROAD
BURKSDALE ROAD
MARCHANT ROAD
HEENE ROAD
VAN PATTEN ROAD
DIGGS ROAD
SIMONS DRIVE
DIKE DRIVE
ASHLAWN DRIVE
BANCKER ROAD
LEONARD ROAD
COLIN DRIVE
DELL STREET
BECKET STREET
ALMA DRIVE
I-564W HIGHWAY
I-64E HIGHWAY
E LITTLE CREEK ROAD
MICHAEL DRIVE
NEWPORT AVENUE
BRADFORD AVENUE

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

March 15, 2016

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

Subject: Sale of city-owned property located adjacent to 6049 Lake Terrace Circle to Jeanne Barefield and Katherine Barefield Metzgar

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Jeanne Barefield
Katherine Barefield Metzgar
6049 Lake Terrace Circle
Norfolk, Virginia

III. **Description:**
This agenda item is an ordinance to sell a vacant parcel of land owned by the City of Norfolk (the "city") located adjacent to 6049 Lake Terrace Circle (the "property") to Jeanne Barefield and Katherine Barefield Metzgar (the "Barefields").

IV. **Analysis**
The Barefields seek to purchase the property adjacent to their property located at 6049 Lake Terrace Circle as their residence presently encroaches onto the property. The city owns Lake Taylor and certain portions of property surrounding the lake. In order for the Barefields to sell their home with clear title moving forward, they must acquire this portion of land from the city; title to their home will not be insurable otherwise. No specific city use has been identified for the property. Conveyance to the Barefields will subject the property to real estate taxes, thereby creating on-going revenue for the city.

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

V. Financial Impact

Purchase Price	Twenty thousand dollars ($20,000.00) – To be paid from the proceeds of the sale of their home at 6049 Lake Terrace Circle. **NOTE** – Because the Barefields will be paying for this acquisition from the City by way of the proceeds from the sale of their property, the transfer of the City-owned property to the Barefields will be done *concurrently* with the closing for the Barefields' property. However, the deed drafted by the City Attorney's Office will be held in escrow, with no legal title change to the Barefields, until the requisite funds have been transferred to the City by the Barefields' settlement agent.
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.
Appraised Value of Land	$20,000.00
Assessed Value of Land	This subject property is not part of a defined parcel so **no assessment value is available**; the purchase price was determined solely by the appraised value of the land.

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This ordinance and letter have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A – Legal Description of the Property
- Exhibit B – Exhibit Plat
- Exhibit C - Proposed Purchase and Sales Agreement

2/8/2016-wld
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO JEANNE BAREFIELD AND KATHERINE BAREFIELD METZGAR OF A CERTAIN PARCEL OF PROPERTY LOCATED ADJACENT TO 6049 LAKE TERRACE CIRCLE FOR THE TOTAL SUM OF $20,000.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property adjacent to 6049 Lake Terrace Circle; and

WHEREAS, Jeanne Barefield and Katherine Barefield Metzgar (the "Barefields") have offered to purchase the said property being described in Exhibit A and shown on Exhibit B attached hereto, from the City of Norfolk for the sum of $20,000.00; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the property to the Barefields for the sum of $20,000.00 upon the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit C; now, therefore,

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

Section 1:- That the sale to the Barefields of that certain parcel of property described in Exhibit A and shown on Exhibit B, for the sum of $20,000.00, is hereby authorized and the Purchase and Sale Agreement, a copy of which is attached as Exhibit C, is hereby approved.

Section 2:- That upon receipt of the sum of $20,000.00 and the satisfaction of all terms and conditions set forth in the Purchase and Sale Agreement, the City Manager is authorized to deliver a deed conveying the said property to the Barefields, with Special Warranty of Title, in form satisfactory to the City Attorney, and the City Manager is further authorized to do all things necessary and proper to carry out the terms of the Purchase and Sale Agreement.

Section 3:- That the City Manager, with the advice and counsel of the City Attorney, may correct, revise or amend the Purchase and Sale Agreement as he may deem advisable in order to carry out the intent of the Council as expressed herein.

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

EXHIBIT A TO ORDINANCE

Description of Parcel adjacent to 6049 Lake Terrace Circle

Norfolk, Virginia

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel lying northwest of Lot 3, as shown on that certain plat entitled, "Amplified Plat of Lake Terrace, Section 2," prepared by S. W. Armistead, C.E. and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach (formerly Princess Anne County) in Map Book 12 at Page 19, and being further described as follows: Commencing at a point on the northern right-of-way line that is the lot corner between Lot 3 and lot 4 as shown on that certain plat entitled, "Amplified Plat of Lake Terrace, Section 2," prepared by S. W. Armistead, C.E. and recorded in the Clerk's Office of the City of Virginia Beach (formerly Princess Anne County) in Map Book 12 at Page 19; thence, N 3°-05' W, 120.00 feet, more or less along the lot line between said Lot 3 and Lot 4 to the Lake Taylor property line, being the Point of Beginning; thence, N 84°-30' W, 107.86 feet along the northern line of said Lot 3 to a point; thence, continuing along said northern line of said Lot 3, N 55°-00' W, 60.13 feet to a point; thence, leaving the said northern line of said Lot 3 N 87°-05'-52" E, 107.28 feet to a point; thence, S 44°-33'-05"E, 70.53 feet to the point of beginning.

The above-described parcel contains 0.102 acre of land, more or less.

November 2, 2015

EXHIBIT B TO ORDINANCE

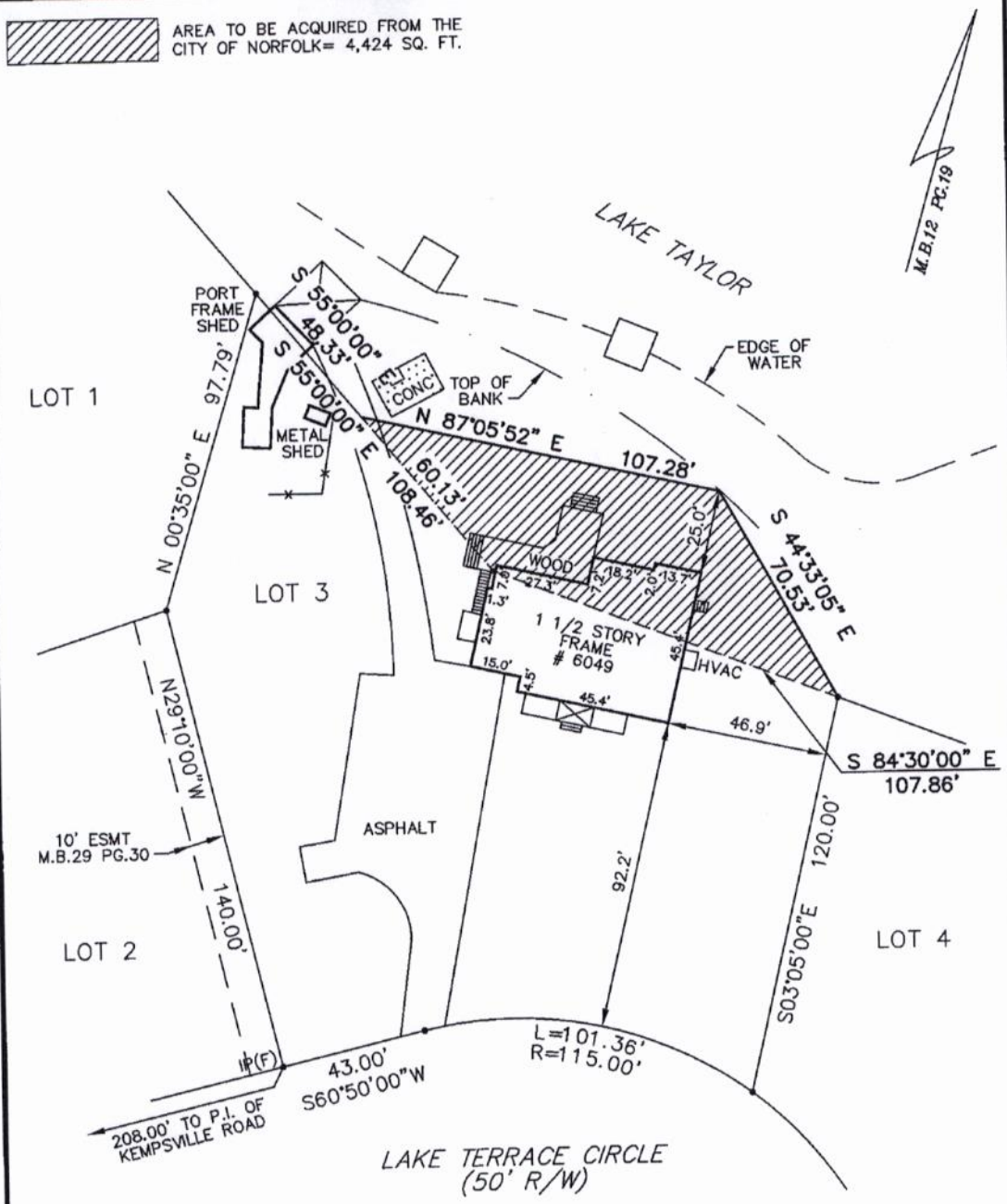


EXHIBIT
SHOWING PROPERTY OF THE CITY OF NORFOLK
TO BE ACQUIRED BY LOT 3
AMPLIFIED PLAT OF LAKE TERRACE
SECTION 2
NORFOLK, VIRGINIA

DATE: MARCH 4, 2015
SCALE: 1" = 40'
NOTE: FOR PLAT SEE
M.B.12 PG.19
M.B.13 PG.3
VA. BEACH, VA.

WARD M. HOLMES
LAND SURVEYOR, P.C.
9225 GRANBY STREET
NORFOLK, VIRGINIA 23503
757-480-1230

DRAWN BY: DHH

PROJECT NO. 05-2680

EXHIBIT C TO ORDINANCE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **JEANNE BAREFIELD AND KATHERINE BAREFIELD METZGAR** ("Purchasers").

RECITALS:

A. City is the owner in fee simple absolute of a certain parcel of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, the said property being located near 6049 Lake Terrace Circle and being further described in Exhibit A and shown on Exhibit B, both of which are attached hereto and made a part hereof ("Property").

B. Purchasers desire to purchase the Property from City and City desires to sell the Property to Purchasers in accordance with the terms and conditions of this Agreement.

C. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the City and Purchasers agree as follows:

1. SALE. City agrees to sell and Purchasers agree to purchase the Property, together with all easements, rights, and appurtenances thereto.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is Twenty Thousand Dollars ($20,000.00). The Purchase Price will be paid in the form of a certified check or by wire transfer of funds at closing.

3. DEPOSIT. Within five (5) business days from the date this Agreement is fully executed by the City, the Purchasers shall deposit with the Settlement Agent (defined below) the sum of Two Thousand Dollars ($2,000.00) in cash as earnest money ("Deposit"). The Deposit shall be deposited by the Settlement Agent in a fully federally insured interest bearing account and all interest accruing on the Deposit shall belong to the Purchasers in all events. The Deposit shall be non-refundable except as specifically set forth herein.

4. CONVEYANCE.

a. The City agrees to convey the property to the Purchasers by Special Warranty Deed, subject to applicable easements and restrictive covenants of record.

b. Possession of the Property will be given to the Purchasers at Closing.

c. City agrees to pay the expenses of preparing the deed and to pay any fees or costs that are normally the responsibility of the grantor. The Purchasers will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

d. City and the Purchasers agree that the attorney or title insurance company ("Title Company") selected by the Purchasers shall act as the settlement agent ("Settlement Agent") at the Purchasers' expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 17.

5. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, 810 Union Street, Suite 900, Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the property by the City ("Effective Date"), or as soon thereafter as settlement documents can be prepared and any title issues can be resolved.

6. CONDITIONS. The Purchasers' obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of the Purchasers, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within 120 days after the Effective Date, the Purchasers may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by Purchasers at Purchasers' expense, and such other testing and reports as may be reasonably required by Purchasers or recommended in the Phase I Report, any such additional testing and reports to be at Purchasers' expense.

c. Satisfaction by the City of all obligations under this Agreement.

7. SOLD "AS IS"; NO REPRESENTATIONS AND WARRANTIES BY CITY. Purchasers acknowledge that the City has made no representations or warranties whatsoever in regard to the Property, except for Special Warranty of Title. Purchasers agree that they have inspected and are thoroughly familiar with the Property and are acquiring the Property in its "as is" condition. Purchasers understand and agree that the City has not made and makes no representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose, and the City shall not be liable for any latent or patent defects therein.

8. SUBDIVISION PLAT. This Agreement is expressly contingent upon the recordation of a duly approved subdivision plat either prior to or simultaneously with the

recordation of any deed of conveyance, such plat to be prepared and recorded at the Purchasers' expense.

9. REMOVAL OF SHED, PORTION OF WALKWAY, AND CONCRETE PAD. This Agreement is also expressly contingent upon the removal by the Purchasers prior to closing, at their sole cost and expense, of the shed, portion of walkway, and concrete pad, shown on Exhibit B, located on City property outside of the parcel being conveyed under to this Agreement.

10. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

Purchasers: Jeanne B. Barefield and Katherine Barefield Metzgar
6049 Lake Terrace Circle
Norfolk, Virginia 23502

City: Director, Department of General Services
Office of Real Estate
City of Norfolk
232 East Main Street, Suite 250
Norfolk, Virginia 23510

With a copy to: Bernard A. Pishko
City Attorney
810 Union Street, Suite 900
Norfolk, Virginia 23510

11. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

12. BROKERAGE OR AGENT'S FEES. Neither the City nor Purchasers are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

13. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or Purchasers' default, the non-defaulting party may elect to:

(i) Terminate this Agreement; or

(ii) Seek and obtain specific performance of this Agreement.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

15. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

16. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

17. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), City and Purchasers hereby designate and appoint the Purchasers' attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, City and Purchasers hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that City and Purchasers each retain an original counterpart of this Agreement for at least four (4) years following the calendar year of the Closing.

WITNESS the following duly authorized signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Purchase and Sale Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2016.

_____
Notary Public

Registration No._____

Contents Approved:

_____
Director, Department of General Services

Approved as to Form and Correctness:

_____
Deputy City Attorney

_____

JEANNE B. BAREFIELD

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on _____, do hereby certify that Jeanne B. Barefield, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___day of _____, 2016.

_____

Notary Public
Registration No._____

_____

KATHERINE BAREFIELD METZGAR

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on _____, do hereby certify that Katherine Barefield Metzgar, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___day of _____, 2016.

_____

Notary Public
Registration No._____

ACKNOWLEDGEMENT BY TITLE COMPANY

The undersigned, _____, (referred to in this Purchase and Sale Agreement as the "Title Company"), hereby acknowledges that it received this Purchase and Sale Agreement executed by Seller and Purchasers and accepts the obligations of Title Company as set forth herein.

TITLE COMPANY

By: _____

Title: _____

Company: _____

EXHIBIT A

Description of Parcel adjacent to 6049 Lake Terrace Circle

Norfolk, Virginia

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel lying northwest of Lot 3, as shown on that certain plat entitled, "Amplified Plat of Lake Terrace, Section 2," prepared by S. W. Armistead, C.E. and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach (formerly Princess Anne County) in Map Book 12 at Page 19, and being further described as follows: Commencing at a point on the northern right-of-way line that is the lot corner between Lot 3 and lot 4 as shown on that certain plat entitled, "Amplified Plat of Lake Terrace, Section 2," prepared by S. W. Armistead, C.E. and recorded in the Clerk's Office of the City of Virginia Beach (formerly Princess Anne County) in Map Book 12 at Page 19; thence, N 3°-05' W, 120.00 feet, more or less along the lot line between said Lot 3 and Lot 4 to the Lake Taylor property line, being the Point of Beginning; thence, N 84°-30' W, 107.86 feet along the northern line of said Lot 3 to a point; thence, continuing along said northern line of said Lot 3, N 55°-00' W, 60.13 feet to a point; thence, leaving the said northern line of said Lot 3 N 87°-05'-52" E, 107.28 feet to a point; thence, S 44°-33'-05"E, 70.53 feet to the point of beginning.

The above-described parcel contains 0.102 acre of land, more or less.

November 2, 2015

EXHIBIT B

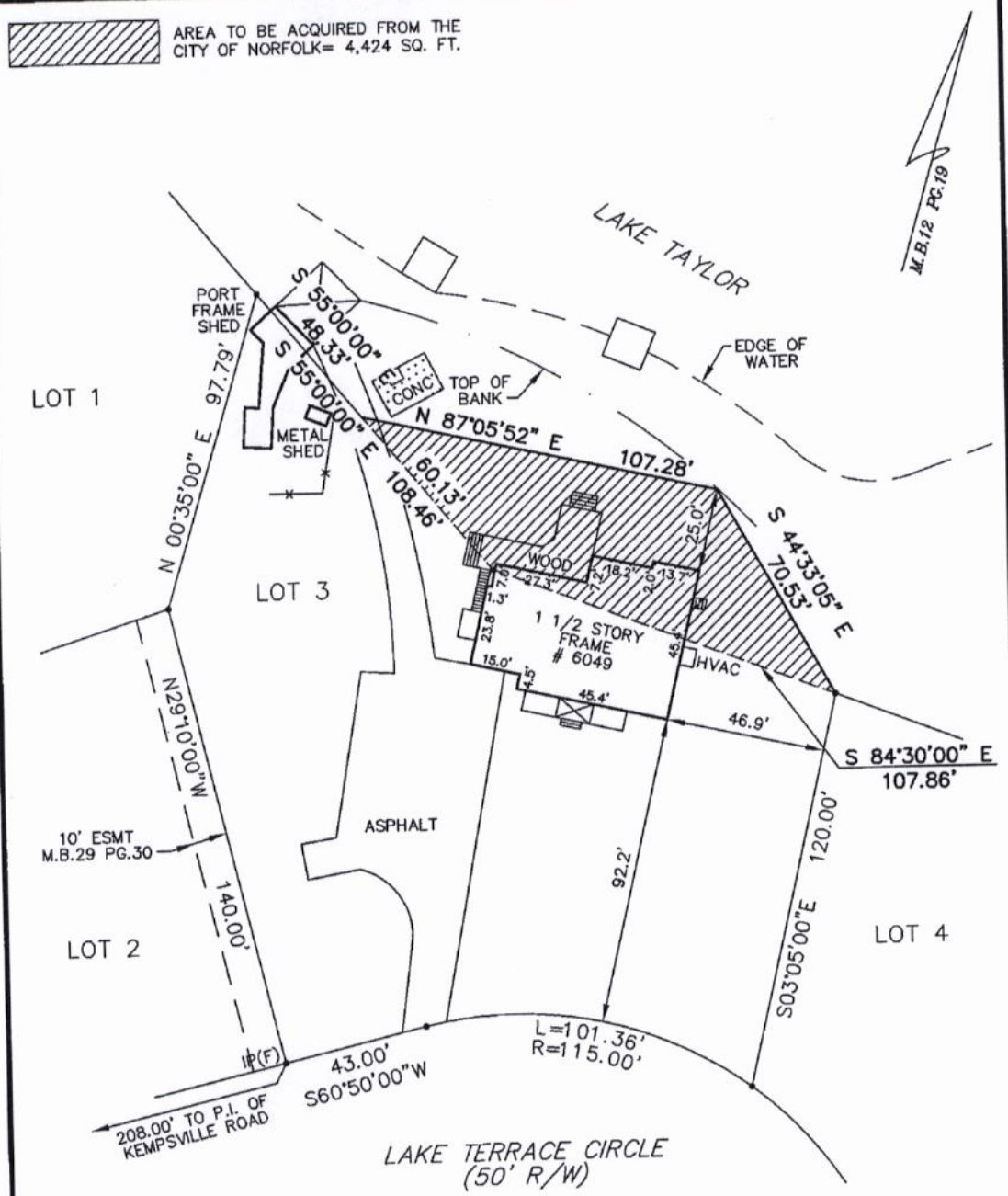


EXHIBIT
SHOWING PROPERTY OF THE CITY OF NORFOLK
TO BE ACQUIRED BY LOT 3
AMPLIFIED PLAT OF LAKE TERRACE
SECTION 2
NORFOLK, VIRGINIA

DATE: MARCH 4, 2015
SCALE: 1" = 40'
NOTE: FOR PLAT SEE
M.B.12 PG.19
M.B.13 PG.3
VA. BEACH, VA.

WARD M. HOLMES
LAND SURVEYOR, P.C.
9225 GRANBY STREET
NORFOLK, VIRGINIA 23503
757-480-1230

DRAWN BY: DHH

PROJECT NO. 05-2680

Property Address:
6049 Lake Terrace Circle
Norfolk, Virginia 23502

April 13, 2015

Dear Mr. Ward,

Many years ago an addition was added to our house that resulted in an encroachment on easement property owned by the City of Norfolk. Unfortunately, due to my father's death and subsequent financial hardships my mother and I have had to market the house to be sold. We have lost two ratified purchase contracts because financing loans have not been approved due the encroachment on city property. We would like to acquire this portion of land so that we may obtain a clear title and put the house up for sale again as quickly as possible.

As requested by your office, we have obtained a title search, a new survey of the land we wish to acquire and an appraisal of same. It is our understanding from the appraisal that this portion of land has been valued at $20,000. However, in light of the fact that we are selling our family's generational home due to financial struggles, we humbly request that the City allow us to purchase this land at a significantly reduced price thus allowing us to proceed with the sale of our home.

We appreciate the time and attention that has been given to this request and thank you in advance for your help in this matter.

Sincerely,

Property Owners:
Jeanne Barefield
Katherine Metzgar

Lake Taylor Transitional Care
6049 Lake Terrace Circle

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: Conveyance of a Buildable GEM Lot for Disposition Located at 1400 Marsh Street

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-6**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Jay Investment Corporation
1504 Pine Grove Lane
Chesapeake, Virginia 23321

III. **Description:**
This agenda item is an ordinance to dispose of a vacant, non-standard size parcel of land owned by the City of Norfolk ("city"). This parcel, located at 1400 Marsh Street (the "Property"), is a GEM lot and was acquired by the city under § 58.1-3970.1 of the *Code of Virginia*, 1950, as amended. This parcel is to be conveyed to Jay Investment Corporation ("Jay") under the GEM Side Lot for Development Disposition Program ("Program").

IV. **Analysis**
Jay seeks to purchase and develop the property located at 1400 Marsh Avenue. The cost to Jay for purchase of the property from the City is $36,600.00 (the total assessed value). This sale will subject the property to real estate taxes, thereby creating on-going revenue for the city. No specific city use has been identified for the property and therefore, conveyance to Jay is consistent with the goals of the Program.

V. **Financial Impact**

Purchase Price	Thirty-six thousand six hundred dollars ($36,600.00)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.
FY2016 Assessed Value of Parcel	Thirty-six thousand six hundred dollars ($36,600.00)

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

Annual Tax Revenue of Parcel	$420.90 annually (will increase upon development of property)

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

In accordance with the Norfolk City Charter and Virginia State law, a legal notice will be posted in *The Virginian-Pilot*. In addition, public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A – Legal Description of the Property
- Exhibit B – Proposed Conveyance Agreement

2/26/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO JAY INVESTMENT CORPORATION OF A CERTAIN PARCEL OF PROPERTY LOCATED AT 1400 MARSH STREET FOR THE TOTAL SUM OF $36,600.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONVEYANCE AGREEMENT; AND AUTHORIZING THE RELEASE OF THE CITY'S RIGHT OF REVERTER UPON CERTAIN CONDITIONS.

- - -

WHEREAS, Section 58.1-3970.1 of the Code of Virginia, 1950, as amended, authorizes the appointment of a Special Commissioner for the purpose of conveying to localities, in lieu of public auction, certain real property with delinquent taxes and liens that meet certain criteria set forth therein; and

WHEREAS, the parcel of real property located at 1400 Marsh Street and more particularly described in Exhibit A, attached hereto and made a part hereof ("Property"), was conveyed to the City of Norfolk ("City") by a Special Commissioner's deed executed and delivered pursuant to a decree entered by the Circuit Court of the City of Norfolk in accordance with the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended; and

WHEREAS, upon acquisition of the Property, the City recorded a Declaration of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit

Court of the City of Norfolk, as Instrument No. 050051287, which document provides, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City; and

WHEREAS, Council has determined that the Property is not needed for any of the uses or purposes of the City and is a continuing financial burden on the City; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the Property to Jay Investment Corporation ("Jay") for the sum of $36,600.00 upon the terms and conditions set forth in the Conveyance Agreement attached hereto as Exhibit B; and

WHEREAS, in order for any potential purchasers of the Property to be able to obtain appropriate financing, it may be necessary that the City's right of reverter be released as to the Property; now therefore,

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

Section 1:- That the conveyance of the Property, located at 1400 Marsh Street and further described in Exhibit A, to Jay for the total sum of $36,600.00 upon the terms and conditions set forth in the Conveyance

Agreement attached as Exhibit B, is hereby authorized and approved.

Section 2:- That the City Manager, and the other proper officers of the City, are authorized to execute the Conveyance Agreement on behalf of the City of Norfolk and, upon receipt of the sum of $36,600.00, to be disbursed in accordance with the requirements of Section 58.1-3970.1 of the Code of Virginia, to deliver to Jay a Special Warranty Deed in form satisfactory to the City Attorney, and to do all other things necessary and proper to effect the conveyance of the said Property to Jay.

Section 3:- That the City Manager is authorized to release the City's right of reverter as to this Property upon receipt by the City of written certification by SCI that a purchaser of the Property has been identified and that such purchaser is unable to obtain financing for the purchase unless the City's right of reverter is released. In all other respects, the Declaration of Protective and Restrictive Covenants recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as Instrument No. 050051287 shall remain in full force and effect.

Section 4:- That the City Manager is further authorized to correct, amend or revise the Conveyance Agreement as he may deem advisable to carry out the intent of the Council as expressed herein.

Section 5:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT "A"
Tax Account Number 3335-5700

All those two (2) certain lots, pieces or parcels of land with the buildings and improvements thereon, lying and being and situate in the City of Norfolk, Virginia, known, numbered and designated as Lots numbered Twenty-nine (29) and Thirty-one (31), in Block Numbered Three (3), as shown on the Plat of William Pannill's property, which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Norfolk, formerly Norfolk County, Virginia, in Map Book 2, at page 48; said lots being situate at the southeast intersection of Marsh and Roseclair Street and being of the dimensions as shown on said plat.

It being the same property conveyed to Bettie Parker, by Deed from George W. Parker and Mary Parker, his wife, dated November 22, 1952, recorded November 25, 1952, in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 634, Page 391.

EXHIBIT B TO ORDINANCE

CONVEYANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016, between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **JAY INVESTMENT CORPORATION**, a Virginia corporation ("Jay").

RECITALS:

A. City is the owner in fee simple absolute of a certain parcel of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, known as 1400 Marsh Street, more particularly described in Exhibit A, attached to and made a part of this Agreement (the "Property"), the City having acquired the same pursuant to the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended.

B. Upon acquisition of the Property, the City recorded a Declaration of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument No. 050051287, a copy of which is attached hereto as Exhibit B, which provides, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City.

C. Jay desires to purchase the property from City and City desires to sell the property to Jay in accordance with the terms and conditions of this Agreement.

D. These recitals are incorporated by this reference into this Agreement.

E. The conveyance of the Property to Jay will enable Jay to construct attractive and affordable housing that will enhance the Property, as well as the neighborhood generally, and will return the Property to the real estate tax rolls.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the City and Jay agree as follows:

1. SALE. City agrees to sell and Jay agrees to purchase the Property, together with all easements, rights, and appurtenances thereto.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is Thirty Six Thousand Six Hundred Dollars and 0/100 ($36,600.00). The Purchase Price will be paid in the form of a certified check or by wire transfer of funds at closing.

3. CONVEYANCE.

a. The City agrees to convey the property to Jay by Special Warranty Deed, subject to applicable easements and restrictive covenants of record, and specifically the Restrictive Covenants attached hereto as Exhibit B.

b. No building permit shall be issued for the development of a single-family dwelling on the parcels until a zoning certificate has been granted by the Department of City Planning, which verifies that the proposed single-family dwelling to be built on the parcels is consistent with the prevailing pattern in the neighborhood with respect to the footing, massing, scale, appearance, fenestration, roof lines and other exterior elements.

c. The deed shall contain a restrictive covenant limiting construction upon the property to single-family, owner occupied dwellings and structures appurtenant thereto for a period of five (5) years.

d. Possession of the Property will be given to Jay at Closing.

e. City agrees to pay the expenses of preparing the deed. Jay will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

f. City and Jay agree that the attorney or title insurance company ("Title Company") selected by Jay shall act as the settlement agent ("Settlement Agent") at Jay's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 15.

4. FEASIBILITY PERIOD. Purchaser shall have ninety (90) days from the date this Agreement is executed by all parties in which to complete its assessment of the Property, including title examination and environmental assessment.

5. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, in Norfolk, Virginia 23510, or such other location as the parties may agree, within 30 days after expiration of the Feasibility Period, or as soon thereafter as settlement documents can be prepared and any title issues can be resolved.

6. CONDITIONS. Jay's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of Jay, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met during the Feasibility Period, Jay may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by Jay at Jay's expense, and such other testing and reports as may be reasonably required by Jay or recommended in the Phase I Report, any such additional testing and reports to be at Jay's expense.

c. Satisfaction by the City of all obligations under this Agreement.

7. SOLD "AS IS"; NO REPRESENTATIONS AND WARRANTIES BY CITY. Jay acknowledges that the City has made no representations or warranties whatsoever in regard to the Property, except for Special Warranty of Title. Jay agrees that they have inspected and are thoroughly familiar with the Property and is acquiring the Property in its "as is" condition. Jay understands and agrees that the City has not made and makes no representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose, and the City shall not be liable for any latent or patent defects therein.

8. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

Jay: Jay Investment Corporation
Attn: Lloyd Vaughn
1504 Pine Grove Lane
Chesapeake, Virginia 23321

City: Director, Department of General Services
Office of Real Estate
City of Norfolk
232 East Main Street, Suite 250
Norfolk, Virginia 23510

With a copy to: Bernard A. Pishko
City Attorney
810 Union Street, Suite 900
Norfolk, Virginia 23510

9. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

10. BROKERAGE OR AGENT'S FEES. Neither the City nor Jay are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

11. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or Jay's default, the non-defaulting party may elect to:

(i) Terminate this Agreement; or

(ii) Seek and obtain specific performance of this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

13. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

14. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

15. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), City and Jay hereby designate and appoint the Jay's attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, City and Jay hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that City and Jay each retain an original counterpart of this Conveyance Agreement for at least four (4) years following the calendar year of the Closing.

(SIGNATURE PAGES FOLLOW)

WITNESS the following duly authorized signatures and seals:

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Conveyance Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2016.

_____
Notary Public

Registration No._____

Contents Approved:

_____
Director, Department of General Services

Approved as to Form and Correctness:

_____
Deputy City Attorney

JAY INVESTMENT CORPORATION

By:_____

Title:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City/County of Norfolk, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that _____, as _____ (Title), on behalf of Jay Investment Corporation whose name is signed to the foregoing Conveyance Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___day of _____, 2016.

_____
Notary Public

Registration No._____

EXHIBIT "A"
Tax Account Number 3335-5700

All those two (2) certain lots, pieces or parcels of land with the buildings and improvements thereon, lying and being and situate in the City of Norfolk, Virginia, known, numbered and designated as Lots numbered Twenty-nine (29) and Thirty-one (31), in Block Numbered Three (3), as shown on the Plat of William Pannill's property, which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Norfolk, formerly Norfolk County, Virginia, in Map Book 2, at page 48; said lots being situate at the southeast intersection of Marsh and Roseclair Street and being of the dimensions as shown on said plat.

It being the same property conveyed to Bettie Parker, by Deed from George W. Parker and Mary Parker, his wife, dated November 22, 1952, recorded November 25, 1952, in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 634, Page 391.

EXHIBIT B

Instrument Control Number

2005 DEC -2 A 10:39

000114

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

DEC.02 050051287

[ILS VLR Cover Sheet Agent 1.0.66]

TAX EXEMPT [ ] CORP [ ]

Date of Instrument: [12/1/2005]
Instrument Type: [RI]

Number of Parcels [1]
Number of Pages [7]

City [x] County [ ] [City Of Norfolk]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk]	[N/A]	[N/A]	[N/A]
[Bernard]	[Alfred]	[ ]	[III]

First and Second Grantees

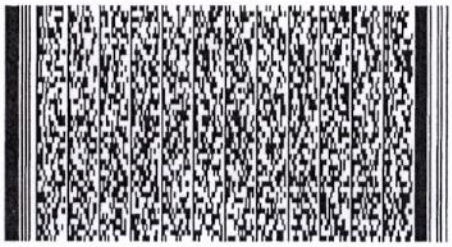
Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk]	[a Municipal Corporation]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [City of Norfolk]
(Address 1) [Norfolk City Atorney's Office]
(Address 2) [810 Union Street, Room 900]
(City, State, Zip) [Norfolk] [VA] [23510]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City [x] County [ ] [N/A] Percent. in this Juris. [0]
Book [N/A] Page [N/A] Instr. No [050022081]
Parcel Identification No (PIN) [3335-5700]
Tax Map Num. (if different than PIN) [n/a]
Short Property Description [Lots 29 & 31, Blk 3, William Pannill's Property]
[ ]
Current Property Address (Address 1) [1400 Marsh Street]
(Address 2) [ ]
(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [Charles Stanley Prentace]
Recording Paid for by [N/A]
Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney]
(Address 1) [Norfolk City Attorney's Office]
(Address 2) [810 Union Street, 900 City Hall Building]
(City, State, Zip) [Norfolk] [VA] [23510]
Customer Case ID [N/A] [ ] [ ]



Cover Sheet Page # 1 of 2

Bettie Parker

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form B

[ILS VLR Cover Sheet Agent 1.0.66]

Date of Instrument: [12/1/2005]
Instrument Type: [RI]

Number of Parcels [1]
Number of Pages [7]

City [x] County [ ] [City Of Norfolk]

(Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form B

TAX EXEMPT	GRANTOR	GRANTEE	CORP	Last Name	First Name	Middle Name or Initial	Suffix
[ ]	[x]	[ ]	[ ]	[Parker	] [Bettie	] [	] [ ]
[ ]	[ ]	[ ]	[ ]	[	] [	] [	] [ ]
[ ]	[ ]	[ ]	[ ]	[	] [	] [	] [ ]
[ ]	[ ]	[ ]	[ ]	[	] [	] [	] [ ]
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[ ]	[ ]	[ ]	[ ]	[	] [	] [	] [ ]

Prior Instr. Recorded at: City [ ] County [ ] [ ] Percent. in this Juris. [ ]
Book [ ] Page [ ] Instr. No [ ]
Parcel Identification No (PIN) [ ]
Tax Map Num. (if different than PIN) [ ]
Short Property Description [ ]
[ ]
Current Property Address (Address 1) [ ]
(Address 2) [ ]
(City, State, Zip) [ ] [ ] [ ]

2005 JUN 27 A 11:10 001008

Instrument Control Number

[ ]

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

JUN.27 050025121

[ILS VLR Cover Sheet Agent 1.0.66]

TAX EXEMPT | CORP

Date of Instrument: [6/27/2005]
Instrument Type: [DEC]

Number of Parcels [1]
Number of Pages [6]

City [x] County [ ] [City Of Norfolk]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Parker	] [Bettie	] [	] [ ]
[	] [	] [	] [ ]

First and Second Grantees

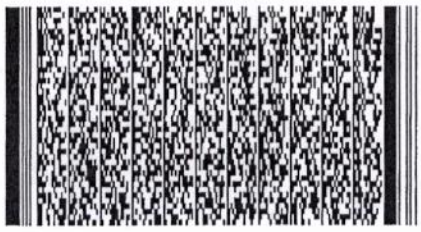
	Last Name	First Name	Middle Name or Initial	Suffix
[x]	[City of Norfolk	] [A municipal corporation	] [	] [ ]
[ ]	[	] [	] [	] [ ]

Grantee Address (Name) [City of Norfolk]
(Address 1) [Norfolk City Attorney's Office]
(Address 2) [810 Union Street, Room 900]
(City, State, Zip) [Norfolk] [VA] [23510]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City [ ] County [ ] [ ] Percent. in this Juris. [100]
Book [ ] Page [ ] Instr. No [ ]
Parcel Identification No (PIN) [N/A]
Tax Map Num. (if different than PIN) [N/A]
Short Property Description [1400 Marsh Street (r.e. #3335-5700)]
[ ]
Current Property Address (Address 1) [1400 Marsh Street]
(Address 2) [ ]
(City, State, Zip) [NORFOLK] [VA] [ ]

Instrument Prepared by [City of Norfolk]
Recording Paid for by [N/A]
Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney]
(Address 1) [Department of Law]
(Address 2) [810 Union Street, Room 900]
(City, State, Zip) [Norfolk] [VA] [23510]
Customer Case ID [N/A] [N/A] [N/A]



2005 JUN 27 A 11:10 001009

DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
RELATIVE TO PROPERTY LOCATED AT
1400 MARSH STREET (TAX ACCOUNT #3335-5700)

THIS DECLARATION, made this 9th day of June, 2005, by the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located at 1400 Marsh Street City of Norfolk, Virginia, Tax Account #3335-5700, and more particularly described in Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development, improvement and maintenance of the Property, and the surrounding neighborhood, deems it suitable and appropriate to establish and publish certain standards and restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent purchasers of the Property, Declarant does hereby declare said Property to be subject to the following covenants, which covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the Property or any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole

2005 JUN 27 A 11:10 001013

discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By: Regina V.K. Williams [SEAL]
City Manager

Attest:

Sheila W. Wilder 06-08-05
City Clerk

Approved as to form and correctness:

Deputy City Attorney

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, Marietta B Cowart, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31ST day of August, 2008, do hereby certify that Regina V.K. Williams, City Manager and ~~R. Breckenridge Daughtrey~~ Sheila W. Wilder, Deputy, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated 9th June, 2005 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 9th day of June, 2005.

Marietta B Cowart [SEAL]
Notary Public

2005 JUN 27 A 11:10 001014

EXHIBIT "A"
Tax Account Number 3335-5700

All those two (2) certain lots, pieces or parcels of land with the buildings and improvements thereon, lying and being and situate in the City of Norfolk, Virginia, known, numbered and designated as Lots numbered Twenty-nine (29) and Thirty-one (31), in Block Numbered Three (3), as shown on the Plat of William Pannill's property, which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Norfolk, formerly Norfolk County, Virginia, in Map Book 2, at page 48; said lots being situate at the southeast intersection of Marsh and Roseclair Street and being of the dimensions as shown on said plat.

It being the same property conveyed to Bettie Parker, by Deed from George W. Parker and Mary Parker, his wife, dated November 22, 1952, recorded November 25, 1952, in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 634, Page 391.

INSTRUMENT #050025121
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
JUNE 27, 2005 AT 11:10AM
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ

INSTRUMENT #050051287
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
DECEMBER 2, 2005 AT 10:39AM
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ

LEAKE STREET
ROSECLAIR STREET
HATTON STREET
MARSH STREET
8
7
4
3
11
1301
1219
1220
801
807
802
804
810
812
814
800
1316
900
901
904
909
903
811
809
805
1400
812
810
808
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1317
1300
1302
1304
1308
1312
1401
1403
1405
1411
1415
1404
1408
1414
1500
1502
1504
1501
1301
625.67'
347.03'
331.76'

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate an eating and drinking establishment at 319 Granby Street – California Burrito**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-1

I. **Staff Recommendation: Approval**.

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

III. **Request:** Special Exception to operate an eating and drinking establishment.

IV. **Applicant: Miguel Roldan**

V. **Description:**

- This request is to allow California Burrito, an existing eating establishment, to serve alcoholic beverages for on-premises consumption.
- In August 2015, this location was granted a special exception to operate an eating and drinking establishment known as "319 Bacon"; however, this restaurant never opened.
- A new special exception is required because this is a new owner/operator.

	Previous (approved for 319 Bacon)	Proposed
Hours of Operation	8:00 a.m. until 2:00 a.m., Seven days a week	11:00 a.m. until 2:00 a.m., Seven days a week
Hours for the Sale of Alcoholic Beverages	10:00 a.m. until 2:00 a.m., Seven days a week	11:00 a.m. until 2:00 a.m., Seven days a week
Capacity	32 seats indoors 10 seats outdoors 49 total capacity	26 seats indoors 0 seats outdoors 30 total capacity

VI. Historic Resources Impacts

- The site is located within the Downtown Historic Overlay District and is a contributing structure.
    - Any modifications to the exterior of the building are subject to Architectural Review Board approval for a Certificate of Appropriateness.

VII. Public Schools Impacts

This site is located within the Tidewater Park Elementary School, Blair Middle School, and Maury High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinance

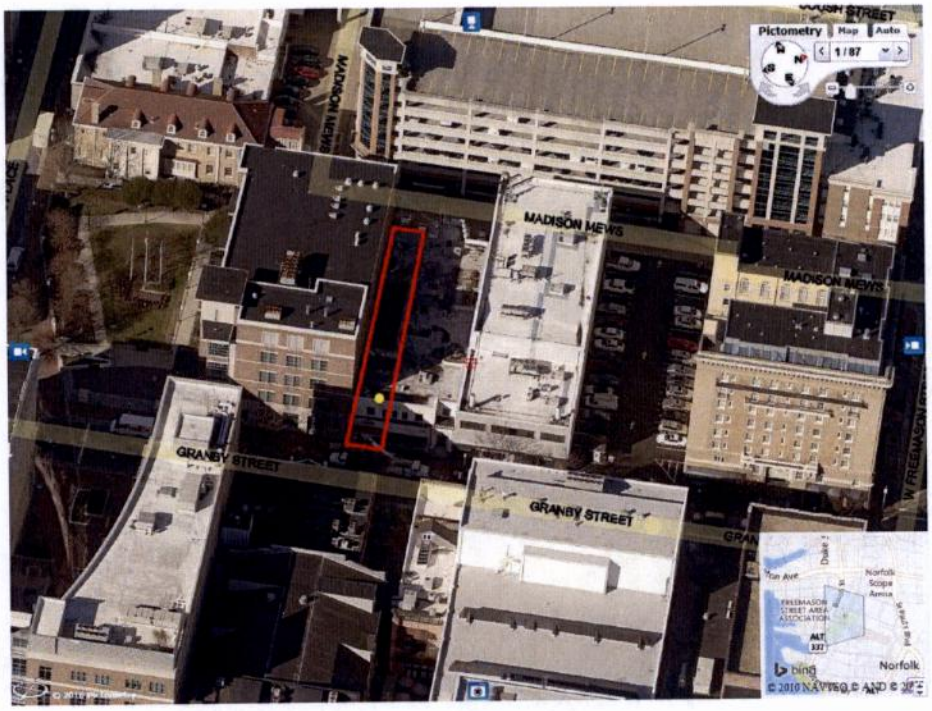
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Chris Whitney, CFM

Staff Report	Item No. 11	
Address	**319 Granby Street, Suite 319**	
Applicant	**California Burrito**	
Request	**Special Exception**	**Eating and drinking establishment**
Property Owner	Afr, LLC	
Site Characteristics	Building Area/Space	14,136 sq. ft./1,400 sq. ft.
	Future Land Use Map	Downtown
	Zoning	D-3 (Freemason/Granby Conservation and Mixed Use) and HO-D (Downtown Historic Overlay)
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-3: A Latte Café
	East	D-3: FM Restaurant
	South	D-3: Tidewater Community College
	West	D-3: Freemason Street Garage



A. Summary of Request

- This request is to open a new restaurant serving alcoholic beverages for on-premises consumption.
- The most recent business to operate at this location was Catania Pizza.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The use is permitted in the D-3 district by special exception.
- In August 2015, this location was granted a special exception to operate an eating and drinking establishment known as "319 Bacon"; however, this restaurant never opened.
- A new special exception is required because this is a new owner/operator.

	Previous (approved for 319 Bacon)	Proposed
Hours of Operation	8:00 a.m. until 2:00 a.m., Seven days a week	11:00 a.m. until 2:00 a.m., Seven days a week
Hours for the Sale of Alcoholic Beverages	10:00 a.m. until 2:00 a.m., Seven days a week	11:00 a.m. until 2:00 a.m., Seven days a week
Capacity	32 seats indoors 10 seats outdoors 49 total capacity	26 seats indoors 0 seats outdoors 30 total capacity

- Special exception history:

City Council Approval	Applicant	Request
2015	319 Bacon	Eating and drinking establishment
Pending	California Burrito	Eating and drinking establishment

ii. Parking

The site is located within the D-3 zoning district, which does not require off-street parking.

iii. Flood Zone

The property is located in the X and X (Shaded) Flood Zones, which are low-risk flood zones.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that this restaurant will generate 29 fewer vehicle trips per day by decreasing total indoor seating at this location by 6 seats below currently approved levels.
- This downtown site has good transit accessibility served with both frequent bus service and also light rail available at the nearby Monticello station.
- Granby Street adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

- The site is located within the Downtown Historic Overlay District and is a contributing structure.
    - Any modifications to the exterior of the building are subject to Architectural Review Board approval for a Certificate of Appropriateness.

F. Public Schools Impacts

This site is located within the Tidewater Park Elementary School, Blair Middle School, and Maury High School Attendance Zones.

G. Environmental Impacts

There are currently no opportunities for landscaping site improvements to this existing site.

H. Surrounding Area/Site Impacts

Over the past year there have been no calls for police service.

I. Payment of Taxes

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

J. Civic League

- Notice was sent to the Downtown Norfolk Civic League and Downtown Norfolk Council on February 10.
- A letter of support was received from the Downtown Norfolk Civic League on February 10.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 11:00 a.m. until 2:00 a.m., seven days a week. No use of the

establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 26 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 30 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) 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, snow, ice, and any bodily discharge.

(h) 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.

(i) 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.

(j) 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.

(k) There shall be no entertainment, no dancing, and no dance floor provided.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Downtown Norfolk Civic League and Downtown Norfolk Council
Letter of Support from the Downtown Norfolk Civic League

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "CALIFORNIA BURRITO" ON PROPERTY LOCATED AT 319 GRANBY STREET, SUITE 319.

- - -

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

Section 1:- That a Special Exception is hereby granted to California Burrito, LLC authorizing the operation of an eating and drinking establishment named "California Burrito" on property located at 319 Granby Street, suite 319. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronting 55 feet, more or less, along the western line of Granby Street beginning 218 feet, more or less, from the southern line of West Freemason Street and extending southwardly; premises numbered 319 Granby Street, suite 319.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 11:00 a.m. until 2:00 a.m. the following morning, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 26 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 30 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) There shall be no entertainment, no dancing, and no dance floor provided.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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 the Special Exception granted hereby amends the previously granted special exception permitting an eating and drinking establishment on this property, and all provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

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

ATTACHMENT:
Exhibit A (4 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 1-22-16

Trade name of business California Burrito

Address of business 319 Granby st Norfolk V,A

Name(s) of business owner(s)* miguel Roldan - California Burrito, LLC

Name(s) of property owner(s)* AFR, LLC - Armisted W. Dey

Daytime telephone number (757) 653-4981

*If business or property owner is 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		
Weekday	From 11 am	To 4 am	Weekday	From 11am	To 2am
Friday	From 11 am	To 4 am	Friday	From 11 am	To 2 am
Saturday	From 11 am	To 4 am	Saturday	From 11 am	To 2 am
Sunday	From 11 am	To 4 am	Sunday	From 11 an	To 2 am

2. Type of ABC license applied for (check all applicable boxes)
   ☒ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
   ☒ Beer ☒ Wine ☒ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
   (Entertainment consists of anything more than one, unamplified musician)
   ☐ Yes (Different application required) ☒ No

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

Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
   ☐ Yes (If more than 4, additional application required) ☒ No

   5a. If yes, please describe type and number of each game to be provided

   _____

   _____

6. Will patrons ever be charged to enter the establishment?
   ☐ Yes ☒ No

   6a. If yes, why

   _____

   _____

   6b. Which days of the week will there be a cover charge (circle all applicable days)?

   Monday Tuesday Wednesday Thursday Friday

   Saturday Sunday

7. Will the facility or a portion of the facility be available for private parties?
   ☐ Yes ☒ No

   7a. If yes, explain

   _____

   _____

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

   8a. If yes, explain

   _____

   _____

9. Will there ever be a minimum age limit?
   ☐ Yes ☒ No

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Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised January 2015)

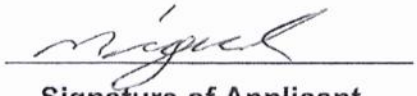
Eating and Drinking Establishment

10. 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

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

Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
    - Tables/seats
    - Restroom facilities
    - Bar
    - Ingress and egress
    - Standing room
    - Outdoor seating
    - Total maximum capacity (including employees)

Total capacity

a. **Indoor**
   Number of seats (not including bar seats) 26
   Number of bar seats 0
   Standing room 0

b. **Outdoor**
   Number of seats 0

c. **Number of employees** 4

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 30

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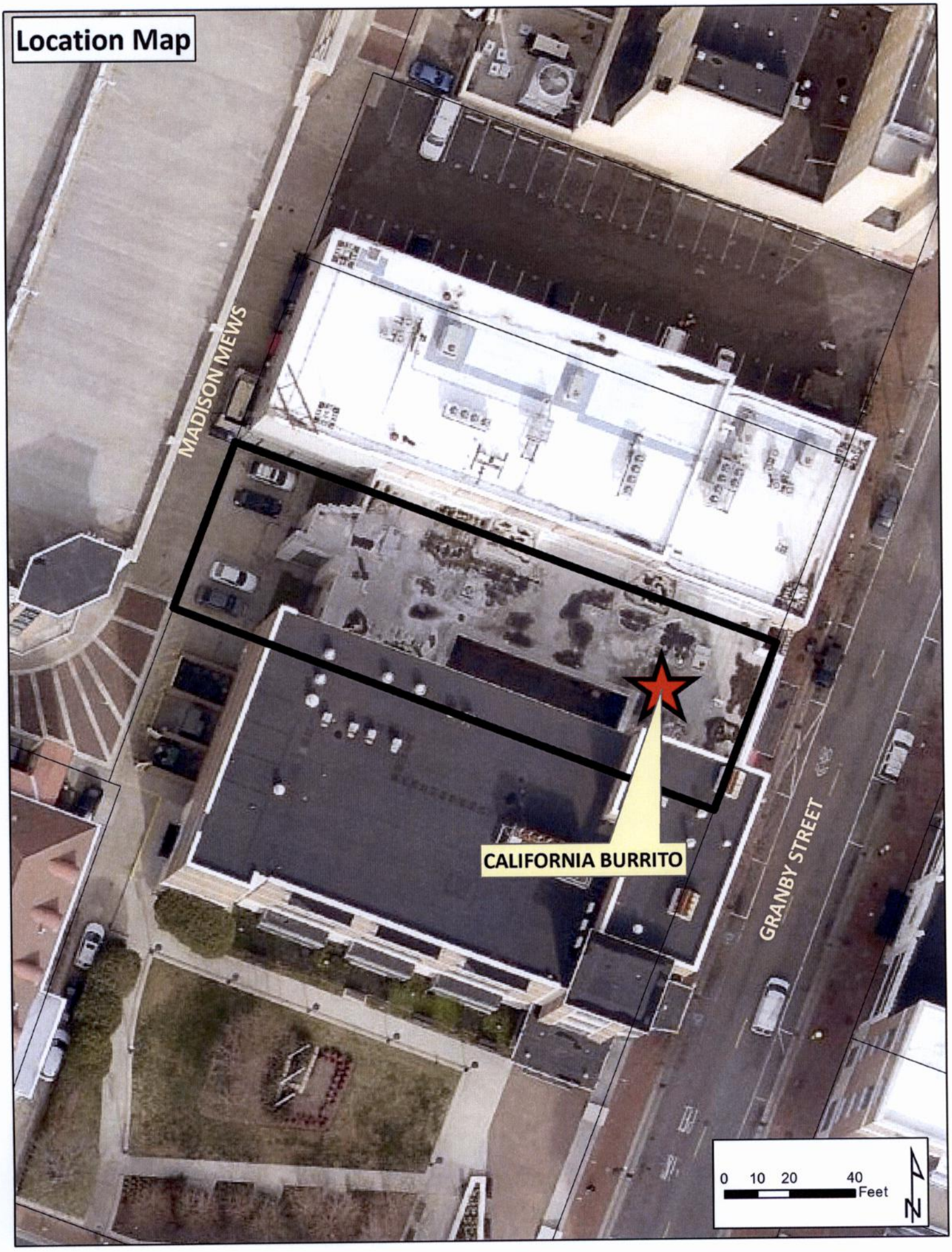
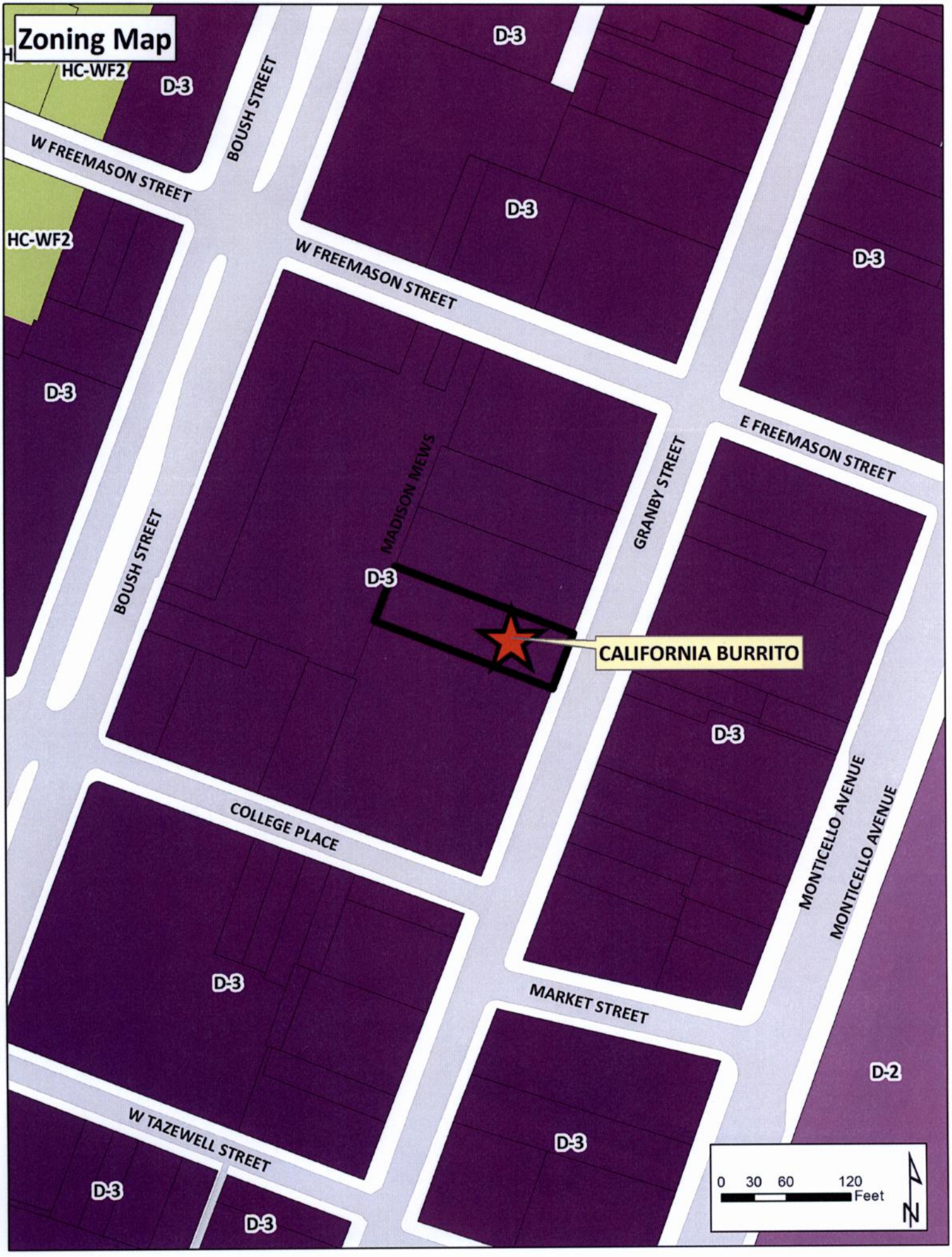
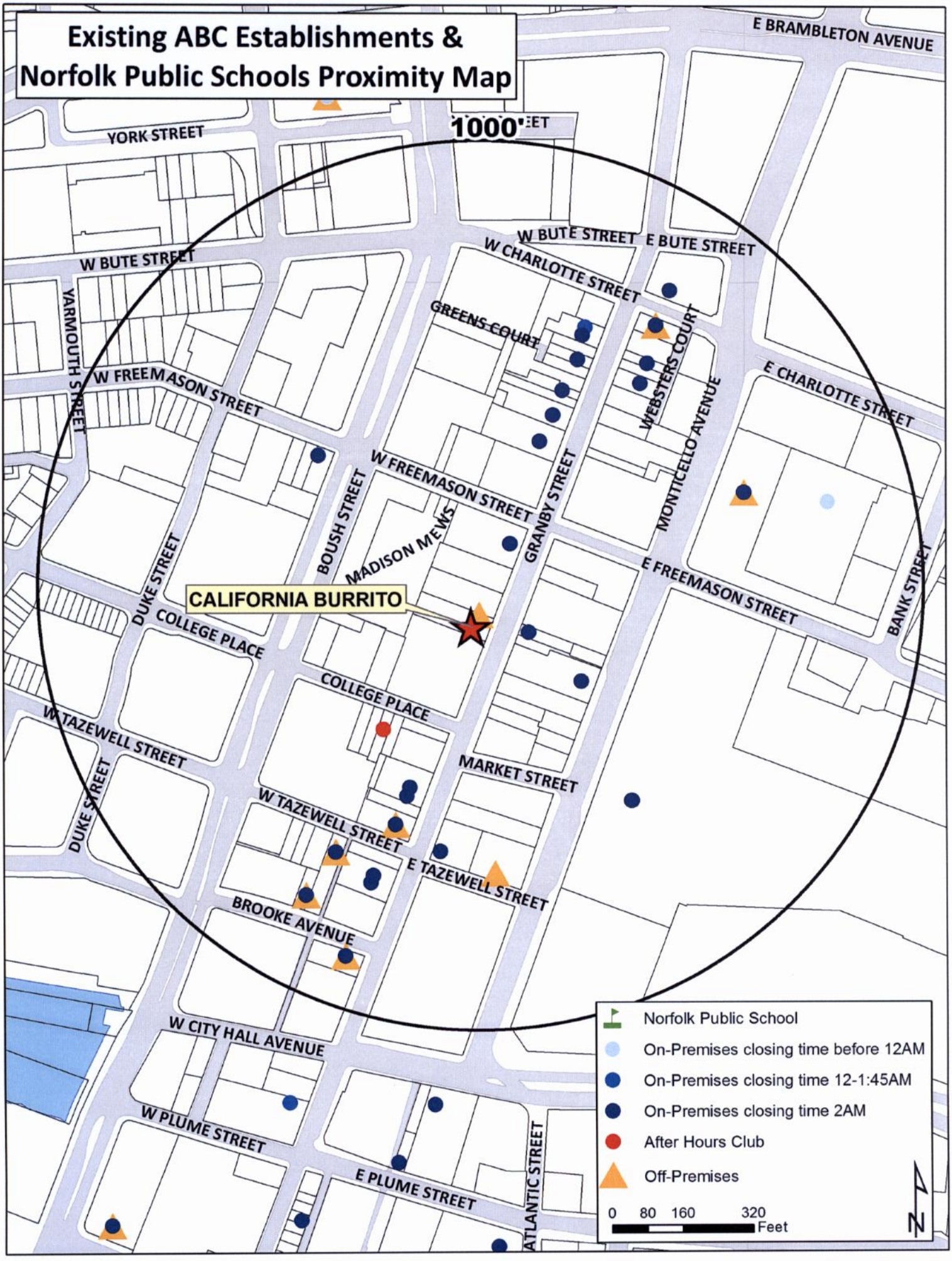
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised September 2015)


Location Map
MADISON MEWS
CALIFORNIA BURRITO
GRANBY STREET
0 10 20 40
Feet
N


Zoning Map
HC-WF2
D-3
BOUSH STREET
W FREEMASON STREET
HC-WF2
D-3
D-3
D-3
W FREEMASON STREET
D-3
D-3
E FREEMASON STREET
BOUSH STREET
MADISON MEWS
GRANBY STREET
D-3
CALIFORNIA BURRITO
D-3
MONTICELLO AVENUE
MONTICELLO AVENUE
COLLEGE PLACE
D-3
MARKET STREET
D-2
W TAZEWELL STREET
D-3
D-3
D-3
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000 FEET
CALIFORNIA BURRITO
E BRAMBLETON AVENUE
YORK STREET
W BUTE STREET
E BUTE STREET
W CHARLOTTE STREET
E CHARLOTTE STREET
GREENS COURT
WEBSTERS COURT
MONTICELLO AVENUE
YARMOUTH STREET
W FREEMASON STREET
E FREEMASON STREET
BOUSH STREET
MADISON MEWS
GRANBY STREET
BANK STREET
DUKE STREET
COLLEGE PLACE
W TAZEWELL STREET
E TAZEWELL STREET
MARKET STREET
BROOKE AVENUE
W CITY HALL AVENUE
W PLUME STREET
E PLUME STREET
ATLANTIC STREET
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 01-22-16

DESCRIPTION OF PROPERTY

Address 319 Granby St, Ste 319

Existing Use of Property Restaurant

Proposed Use Restaurant

Current Building Square Footage 1400

Proposed Building Square Footage Same

Trade Name of Business (if applicable) California Burrito

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

1. Name of applicant: (Last) ~~M~~ Roldan (First) Miguel (MI) A

Mailing address of applicant (Street/P.O. Box): 957 S club house rd

(City) V. beach (State) V.A (Zip Code) 23452

Daytime telephone number of applicant ( ) 757-653-4981 Fax ( )

E-mail address of applicant: MroldanFive.MR@gmail.com

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

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

2. Name of applicant: (Last) _____ (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)

(Afr, LLC)

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

Mailing address of property owner (Street/P.O. box): 322 Madison Mews

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

Daytime telephone number of owner (757) 625-6401 email: ted@afri.com

CIVIC LEAGUE INFORMATION

Civic League contact: Downtown Norfolk Civic League / Downtown Norfolk Council

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS

- Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
    - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- 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.
- Completed Exhibit A, Description of Operations (attached)

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: Armistead W Dey (Property Owner) **Sign:** _____ 11/26/16 (Date)

Print name: Miguel Roldan (Applicant) **Sign:** _____ 11/22/16 (Date)

ONLY NEEDED IF APPLICABLE:

Print name: ARMISTEAD DEY (Authorized Agent Signature) **Sign:** _____ 11/26/16 (Date)

GENERAL NOTES:

1. THE ARCHITECTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH ANY STRUCTURAL, CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS AND THE SPECIFICATIONS THAT MAY APPLY. THE CONTRACTOR SHALL VERIFY THE REQUIREMENTS OF OTHER TRADES AS TO ITEMS TO BE PLACED OR SET IN THE STRUCTURAL WORK.
2. THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE PROVISIONS OF THE INTERNATIONAL RESIDENTIAL CODE 2012 EDITION AS ADOPTED BY THE VIRGINIA AND THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE 2012 EDITION.
3. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AND BRACING REQUIRED TO ERECT AND HOLD THE STRUCTURE IN PROPER ALIGNMENT UNTIL PERMANENT SUPPORTS AND LATERAL BRACING ARE IN PLACE.
4. LOADS USED IN THE DESIGN OF THIS STRUCTURE ARE AS FOLLOWS:
   - A. LIVE LOADS: ALL OTHER AREAS — 40 PSF
   - B. WIND LOADS: WIND SPEED — 100 MPH; EXPOSURE — B
4. A PERMANENT ENERGY CODE CERTIFICATE SHALL BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL. THE CERTIFICATE SHALL BE COMPLETED BY THE BUILDER OR REGISTERED DESIGN PROFESSIONAL.

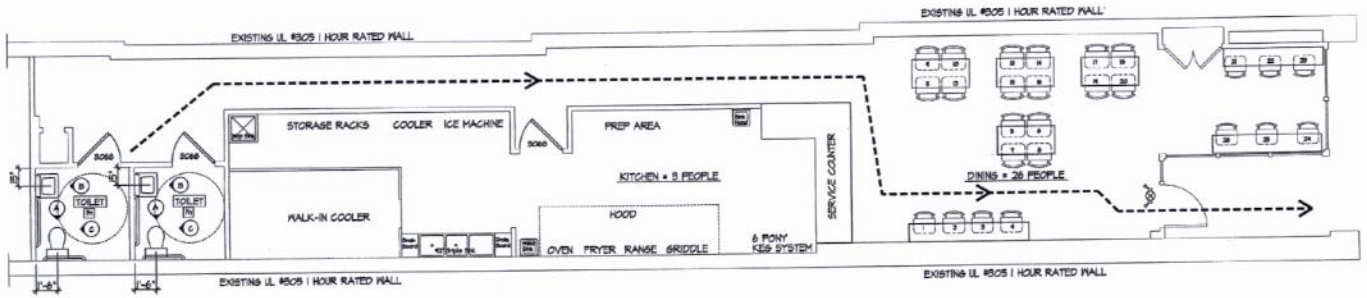
CODE DATA:

NUMBER OF STORIES ---------- 1
USE & OCCUPANCY GROUP ---------- A-2
CONSTRUCTION TYPE ---------- 3-B
BUILDING AREA ---------- 1,205 S.F.

OCCUPANT LOAD:
DINING ROOM ---------- 364/15 = 26 PEOPLE
KITCHEN ---------- 488 S.F./200 = 3 PEOPLE
TOILETS ---------- 161 S.F.

TABLE 601: REQUIRED FIRE RESISTANCE RATINGS
STRUCTURAL FRAME
BEARING WALLS EXTERIOR
INTERIOR
FLOOR CONSTRUCTION
ROOF CONSTRUCTION

INTERIOR FINISHES: TABLE 803.9 NONSPRINKLERED
CLASS "C" FINISHES
FLAME SPREAD 76-200
SMOKE DEVELOPMENT 0-450



THE USE OF THIS SPACE IS NOT CHANGING

REVISED FLOOR PLAN

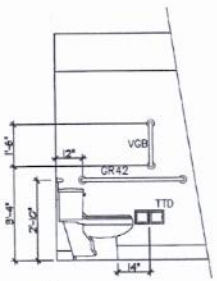
SCALE: 1/4" = 1'-0"

LEGEND

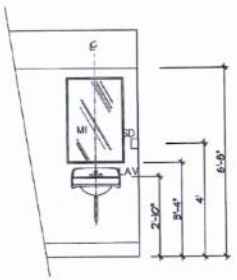
- EXIT LIGHT WITH EMERGENCY BATTERY UNIT (E.B.U.)
- EMERGENCY BATTERY UNIT (E.B.U.)
- EXTERIOR EGRESS LIGHT FIXTURE WALL MOUNTED PROVIDE 90 MINUTE EMERGENCY BATTERY BACKUP. PROVIDE MIN. 1 FC AT WALKING SURFACE
- EXISTING WALL TO BE REMOVED
- EXISTING WALL TO REMAIN
- NEW WALL CONSTRUCTION
- EF — EXHAUST FAN / LIGHT

TOILET ACCESSORY SCHEDULE

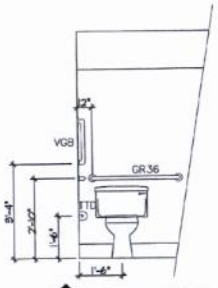
ITEM	DESCRIPTION
GB	GRAB BAR (18"L, 24"L, 36"L AND 42"L)
MI	MIRROR (24"Wx36"H)
SD	SOAP DISPENSER
TTD	TOILET TISSUE DISPENSER
LAV	LAVATORY
VGB	VERTICAL GRAB BAR 18" L.
UR	URINAL



A ELEVATION 1/2" = 1'-0"



B ELEVATION 1/2" = 1'-0"



C ELEVATION 1/2" = 1'-0"

• CUSTOM HOME PLANS
• ADDITIONS
• RENOVATIONS
BRIAN MEEKINS-DESIGNER
400 S. MILITARY HWY. #2527
VA. BEACH, VIRGINIA 23464
HOME-(757) 461-4524
CELL-(252) 599-8975

BRIAN MEEKINS & ASSOCIATES

NOTES, SCHEDULES, PLAN, ELEVATION SECTIONS & DETAILS

CALIFORNIA BURRITO
319 GRANBY STREET
NORFOLK, VIRGINIA

DATE: 02.19.16

SHEET: A1 OF 1

Whitney, Chris

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 12:22 PM
To: 'dncl@welovenorfolk.org'; Miller, Mary
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: new Planning Commission application - 319 Granby Street
Attachments: California Burrito.pdf

Mr. Murphy and Ms. Miller,

Attached please find the application for a special exception to operate an eating and drinking establishment at 319 Granby Street, Suite 319.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov*

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Whitney, Chris

From: Kevin R. Murphy <krmurphy@verizon.net>
Sent: Wednesday, February 10, 2016 12:57 PM
To: Straley, Matthew; dncl@welovenorfolk.org; Miller, Mary
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Whitney, Chris
Subject: RE: new Planning Commission application - 319 Granby Street
Attachments: California Burrito.pdf

Matthew,

The DNCL will not object to this application.

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, February 10, 2016 12:22 PM
To: dncl@welovenorfolk.org; Miller, Mary <mmiller@downtownnorfolk.org>
Cc: Whibley, Terry <Theresa.Whibley@norfolk.gov>; Winn, Barclay <barclay.winn@norfolk.gov>; Howard, Oneiceia <Oneiceia.Howard@norfolk.gov>; Whitney, Chris <Chris.Whitney@norfolk.gov>
Subject: new Planning Commission application - 319 Granby Street

Mr. Murphy and Ms. Miller,

Attached please find the application for a special exception to operate an eating and drinking establishment at 319 Granby Street, Suite 319.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Chris Whitney at (757) 823-1253, chris.whitney@norfolk.gov*

Thank you.

Matthew Straley
GIS Technician II

THE CITY OF NORFOLK
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Norfolk, VA 23510
757-664-4769

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City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate a Day Care Home with up to nine children at 414 33rd Street – Christy's Home Day Care**

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

Ward/Superward: 2/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-2

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special exception – day care home with up to nine children on a residential property between 5,000-6,000 square feet.

IV. **Applicant: Christy's Home Day Care**

V. **Description:**

- The subject property is located on the north side of 33rd Street, between Colonial Avenue and DeBree Avenue, in the Park Place neighborhood.
- Granting this request will allow the existing home business, Christy's Home Day Care, to expand its capacity from five children to nine children.
- In order to address any potential impacts to neighbors, a special exception is required for day care homes with between six to nine children on any residential lot between 5,000-5,999 square feet in lot area.
- A new Certificate of Occupancy will be required to ensure that the home can safely accommodate an increase from a five-child to nine-child day care home.

	Proposed
Hours of Operation	6:00 a.m. to 6:30 p.m., Monday through Saturday 7:00 a.m. to 4:00 p.m., Sunday
Hours for Outdoor Play Area	8:00 a.m. to 6:00 p.m., Monday through Saturday 8:00 a.m. to 4:00 p.m., Sunday

VI. **Historic Resources Impacts:**
The site is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts:**
This site is located within the Granby Elementary School, Blair Middle School, and Granby High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinance

Proponents and Opponents

Proponents

Christianne Desir – Applicant
414 33rd Street
Norfolk, VA 23508

Tyrone Upshur
P.O. Box 1374
Norfolk, VA 23501

Opponents

None

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: MM.S

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A DAY CARE HOME KNOWN AS "CHRISTY'S DAY CARE" ON PROPERTY LOCATED AT 414 33rd STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of a Day Care Home known as "Christy's Day Care" on property located at 414 33rd Street. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 50 feet, more or less, along the northern line of 33rd Street beginning 150 feet, more or less, from the western line of DeBree Avenue and extending westwardly; premises numbered 414 33rd Street.

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

(a) The number of children shall be limited to a maximum of nine (9), excluding any children who are members of the family which resides at the home.

(b) No zoning approval shall be granted to permit the use authorized by this special exception unless and until the applicant obtains a new certificate of occupancy to reflect the maximum occupancy allowed hereunder.

(c) The hours of operation for the day care home shall be limited to 6:00 a.m. until 6:30 p.m. Monday through Saturday and 7:00 a.m. until 4:00 p.m. on Sunday. The hours for use of the outdoor play area shall be limited to 8:00 a.m. until 6:00 p.m. Monday through Saturday and 8:00 a.m. until 4:00 p.m. on Sunday. No use of the residence as a day care home shall be permitted outside the hours of operation

listed herein.

(d) An opaque fence not less than six (6) feet in height shall be installed around the outdoor play area and shall be located in conformity with the regulations of section 13-2.3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

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.

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. 5	
Address	414 33rd Street	
Applicant	Christy's Home Day Care	
Request	Special Exception	Day Care Home
Property Owner	Joselin & Christianne G. Desir	
Site Characteristics	Site/Building Area	5,000 sq. ft./2,160 sq. ft.
	Future Land Use Map	Single-Family Traditional
	Zoning	R-11 (Moderate Density Multi-Family)
	Neighborhood	Park Place
	Character District	Traditional
Surrounding Area	North	R-11: single-family homes
	East	R-11: single-family homes
	South	R-11: single-family homes
	West	R-11: single-family homes

A. Summary of Request

- The subject property is located on the north side of 33rd Street, between Colonial Avenue and DeBree Avenue, in the Park Place neighborhood.
- Granting this request will allow the existing home business, Christy's Home Day Care, to expand its capacity from five children to nine children.

B. Plan Consistency

- The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as single-family traditional.
- The supporting lifelong learning chapter of *plaNorfolk2030* calls for increasing the number and accessibility of high quality child care homes and centers.

C. Zoning Analysis

i. General

- In order to address any potential impacts to neighbors, a special exception is required for day care homes with between six to nine children on any residential lot between 5,000-5,999 square feet in lot area.
  - The site is located in an R-11 (Moderate Density Multi-Family) on a lot with 5,000 square feet of lot area, which permits the proposed use with a special exception.

	Proposed
Hours of Operation	6:00 a.m. to 6:30 p.m., Monday through Saturday 7:00 a.m. to 4:00 p.m., Sunday
Hours for Outdoor Play Area	8:00 a.m. to 6:00 p.m., Monday through Saturday 8:00 a.m. to 4:00 p.m., Sunday

- A new Certificate of Occupancy will be required to ensure that the home can safely accommodate an increase from a five-child to nine-child day care home.

ii. Parking

The site accommodates three off-street parking spaces, which complies with *Zoning Ordinance* requirements.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that a daycare with nine children will generate 40 new vehicle trips per day.

- 33rd Street adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
    - The increased intensity should only have negligible impacts.

E. Historic Resources Impacts

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

F. Public Schools Impacts

The site is located within the Granby Elementary School, Blair Middle School, and Granby High School Attendance Zones.

G. Environmental Impacts

No environmental impacts are anticipated with the proposed day care home expansion.

H. AICUZ Impact

None

I. Surrounding Area/Site Impacts

- A six-foot solid fence will be required to be installed and maintained prior to zoning approval for the increased occupancy.
- It is unlikely that there will be any additional impacts to the surrounding neighbors.

J. Payment of Taxes

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

K. Civic League

Notice was sent to the Park Place Civic League on February 10.

L. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 17 and March 24.

Recommendation

Staff recommends **approval** of the special exception request subject to the conditions shown below:

(a) The number of children shall be limited to a maximum of nine (9), excluding any children who are members of the family which reside at the home.

(b) No zoning approval shall be granted to permit the use authorized by this special exception until the applicant obtains a new certificate of occupancy to reflect the maximum occupancy allowed.

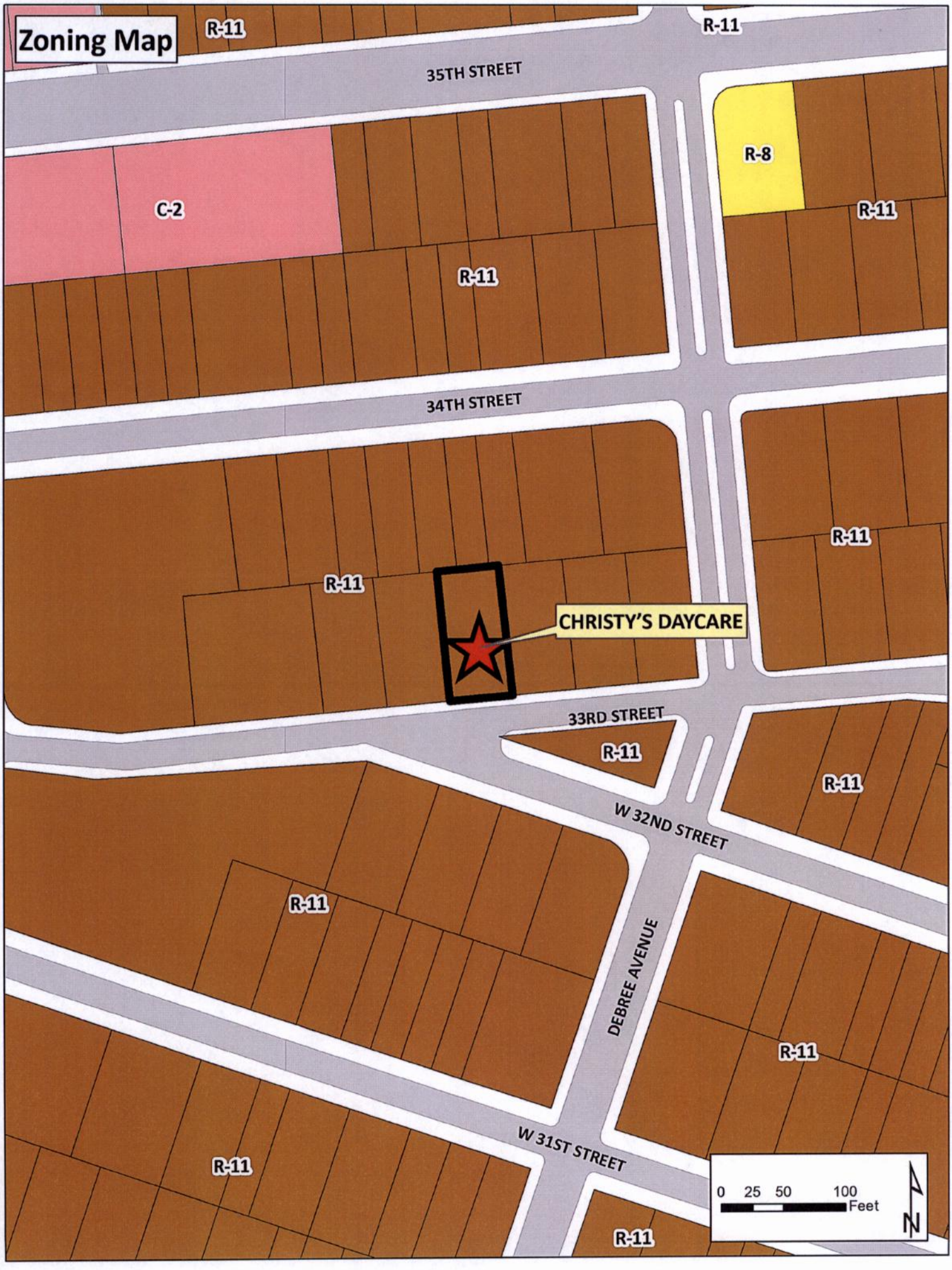
(c) The hours of operation for the day care home shall be limited to 6:00 a.m. until 6:30 p.m. Monday through Saturday, and from 7:00 a.m. until 4:00 p.m. Sunday. The hours for use of the outdoor play area shall be limited to 8:00 a.m. until 6:00 p.m. Monday through Saturday, and from 8:00 a.m. until 4:00 p.m. Sunday. No use of the residence as a day care home shall be permitted outside the hours of operation listed herein.

(d) An opaque fence not less than six (6) feet in height shall be installed around the outdoor play area and shall be located in conformity with the regulations of section 13-2.3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

Attachments

Location Map
Zoning Map
Application
Physical Survey
Notice to the Park Place Civic League

Location Map
CHRISTY'S DAYCARE
33RD STREET
W 32ND STREET
0 10 20 40
Feet
N


Zoning Map
R-11
R-11
35TH STREET
C-2
R-8
R-11
R-11
34TH STREET
R-11
R-11
CHRISTY'S DAYCARE
33RD STREET
R-11
R-11
W 32ND STREET
R-11
DEBREE AVENUE
R-11
W 31ST STREET
R-11
R-11
0 25 50 100
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Day Care Home

Date of application: 1/16/2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 414 (Street Name) 33rd Street ~~Debree Avenue~~

Existing Use of Property Family Home

Current Building Square Footage 2160

Proposed Use TAKE TO CARE FOR 9 KIDS

Proposed Square Footage 1080

Proposed Hours of Operation:

Weekday	From	6 AM	To	6:30PM
Friday	From	6 AM	To	6:30PM
Saturday	From	6AM	To	6:30PM
Sunday	From	7AM	To	4PM

Trade Name of Business (If applicable) CHRISTY'S DAY CARE

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) Desir (First) Christianne (MI) G.

Mailing address of applicant (Street/P.O. Box): 414 west 33rd Street

(City) Norfolk (State) VA (Zip Code) 23508

Daytime telephone number of applicant (757) 623-3055 Fax ( )

E-mail address of applicant: gedeon368@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): N/A

(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) Desir (First) Joselin + Christianne (MI) G.

Mailing address of property owner (Street/P.O. box): 414 ~~west~~ 33rd street

(City) Norfolk (State) VA (Zip Code) 23508

Daytime telephone number of owner (757) 623-3055 email: gedeon368@gmail.com

CIVIC LEAGUE INFORMATION

Civic League contact: FRANK KRISTON

Date(s) contacted: 01/04/16

Ward/Super Ward information: 7/7

REQUIRED ATTACHMENTS:

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

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

Print name: Christianne Desir (Property Owner) **Sign:** _____ 2/1/2016 (Date)

Print name: Christianne Desir (Applicant) **Sign:** _____ 2/1/2016 (Date)

ONLY NEEDED IF APPLICABLE:

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

Simons, Matthew

From: Simons, Matthew
Sent: Friday, February 19, 2016 6:45 PM
To: Straley, Matthew; 'fjkriston@gmail.com'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise
Subject: RE: new Planning Commission application - 406 33rd Street

Frank,
I'm sorry, the address of the proposed daycare below should be 414 33rd Street, not 406.

It was good speaking with you yesterday. Let me know if you have any questions.
Thanks,

Matthew Simons, AICP, CZA, CFM
City Planner II

757-664-4750

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 11:19 AM
To: 'fjkriston@gmail.com'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application - 406 33rd Street

Mr. Kriston,

Attached please find the application for a special exception to operate a day care home at 406 33rd Street.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate a Day Care Home with up to nine children at 533 34th Street – Marcelle Checkley's Home Day Care**

Reviewed: _____ **Ward/Superward: 2/7**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: R-3**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special exception – day care home with up to nine children on a residential property between 5,000-6,000 square feet.

IV. **Applicant: Marcelle Checkley's Home Day Care**

V. **Description:**

- The subject property is located on the south side of 34th Street, between Newport Avenue and Colonial Avenue, in the Park Place neighborhood.
- Granting this request will allow the existing home business, Marcelle Checkley's Home Day Care, to expand its capacity from five children to nine children.
- In order to address any potential impacts to neighbors, a special exception is required for day care homes with between six to nine children on any residential lot between 5,000-5,999 square feet in lot area.
- A new Certificate of Occupancy will be required to ensure that the home can safely accommodate an increase from a five-child to nine-child day care home.

	Proposed
Hours of Operation	6:00 a.m. to 6:00 p.m., Seven days a week
Hours for Outdoor Play Area	8:00 a.m. to 6:00 p.m., Seven days a week

VI. **Historic Resources Impacts:**

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

VII. **Public Schools Impacts:**

This site is located within the James Monroe Elementary School, Blair Middle School, and Granby High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinance

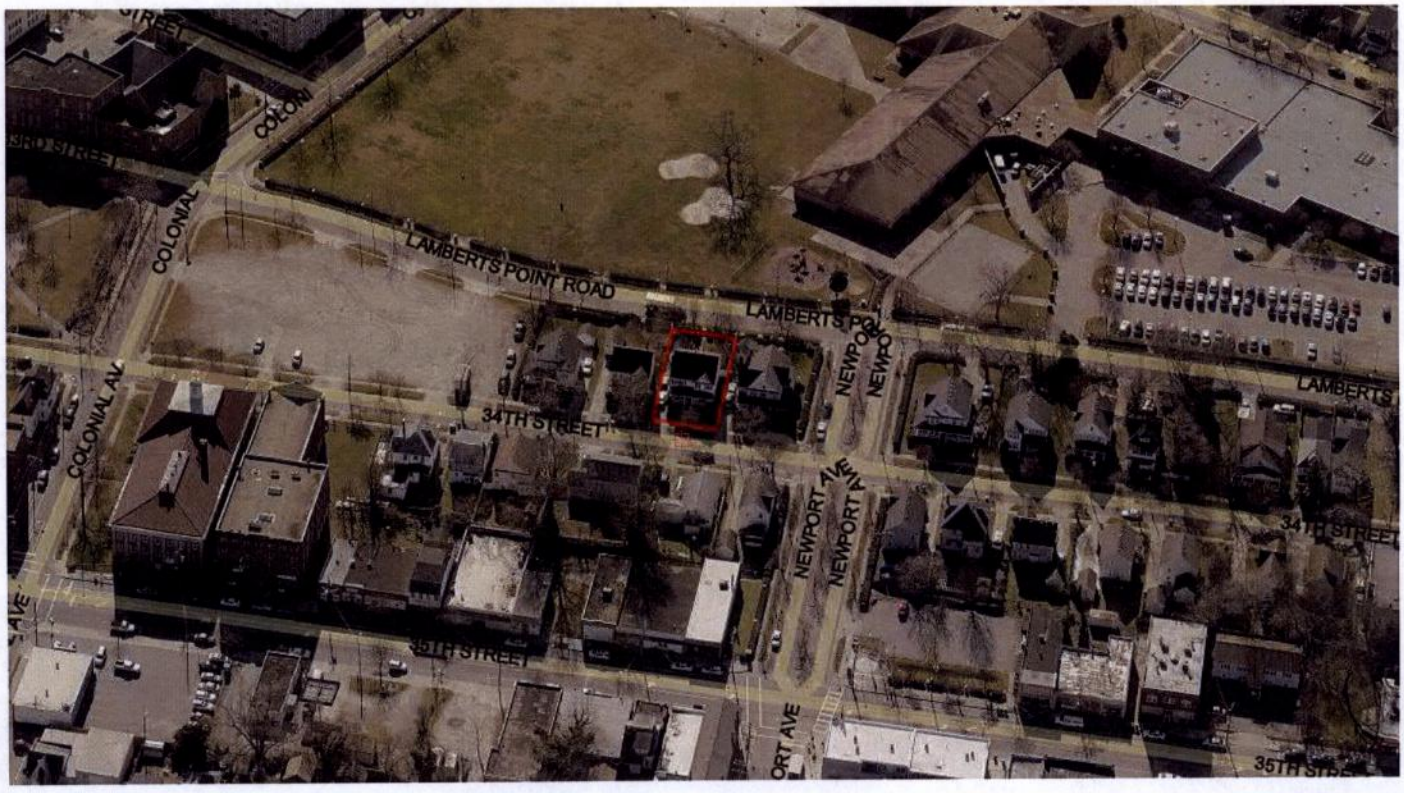
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM ZONING

Planner: Matthew Simons, AICP, CZA, CFM M. S.

Staff Report	Item No. 6	
Address	533 34th Street	
Applicant	Marcelle Checkley's Home Day Care	
Request	Special Exception	Day Care Home
Property Owner	Reuben A. & Marcelle L. Checkley	
Site Characteristics	Site/Building Area	5,524 sq. ft./2,316 sq. ft.
	Future Land Use Map	Single-Family Traditional
	Zoning	R-11 (Moderate Density Multi-Family)
	Neighborhood	Park Place
	Character District	Traditional
Surrounding Area	North	R-11: single-family homes
	East	R-11: single-family homes
	South	IN-1 (Institutional): Monroe Elementary School
	West	R-11: single-family homes



A. Summary of Request

- The subject property is located on the south side of 34th Street, between Newport Avenue and Colonial Avenue, in the Park Place neighborhood.
- Granting this request will allow the existing home business, Marcelle Checkley's Home Day Care, to expand its capacity from five children to nine children.

B. Plan Consistency

- The proposed special exception is consistent with *plaNorfolk2030*, which designates this site as single-family traditional.
- The supporting lifelong learning chapter of *plaNorfolk2030* calls for increasing the number and accessibility of high quality child care homes and centers.

C. Zoning Analysis

i. General

- In order to address any potential impacts to neighbors, a special exception is required for day care homes with between six to nine children on any residential lot between 5,000-5,999 square feet in lot area.
- The site is located in an R-11 (Moderate Density Multi-Family) on a lot with 5,000 square feet of lot area, which permits the proposed use with a special exception.

	Proposed
Hours of Operation	6:00 a.m. to 6:00 p.m., Seven days a week
Hours for Outdoor Play Area	8:00 a.m. to 6:00 p.m., Seven days a week

- A new Certificate of Occupancy will be required to ensure that the home can safely accommodate an increase from a five-child to nine-child day care home.

ii. Parking

The site accommodates three off-street parking spaces, which complies with *Zoning Ordinance* requirements.

iii. Flood Zone

The property is located in the X and X (shaded) Flood Zones, which are low-risk flood zones.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that a daycare with nine children will generate 40 new vehicle trips per day.
- 34th Street adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
  - The increased intensity should only have negligible impacts.

E. Historic Resources Impacts
The site is not located within a federal, state, or local historic district.

F. Public Schools Impacts
The site is located within the James Monroe Elementary School, Blair Middle School, and Granby High School Attendance Zones.

G. Environmental Impacts
No environmental impacts are anticipated with the proposed day care home expansion.

H. AICUZ Impact
None

I. Surrounding Area/Site Impacts
- A six-foot solid fence will be required to be installed and maintained prior to zoning approval for the increased occupancy.
- It is unlikely that there will be any additional impacts to the surrounding neighbors.

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

K. Civic League
Notice was sent to the Park Place Civic League on February 10.

L. Communication Outreach/Notification
- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 17 and March 24

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

(a) The number of children shall be limited to a maximum of nine (9), excluding any children who are members of the family which reside at the home.

(b) No zoning approval shall be granted to permit the use authorized by this special exception until the applicant obtains a new certificate of occupancy to reflect the maximum occupancy allowed.

(c) The hours of operation for the day care home shall be limited to 6:00 a.m. until 6:00 p.m. seven days a week. The hours for use of the outdoor play area shall be limited to 8:00 a.m. until 6:00 p.m. seven days a week. No use of the residence as a day care home shall be permitted outside the hours of operation listed herein.

(d) An opaque fence not less than six (6) feet in height shall be installed around the outdoor play area and shall be located in conformity with the regulations of section 13-2.3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

Attachments

Location Map
Zoning Map
Application
Physical Survey
Notice to the Park Place Civic League

Proponents and Opponents

Proponents
Marcelle Checkley – Applicant
533 34th Street
Norfolk, VA 23508

Opponents
None

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.L

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A DAY CARE HOME KNOWN AS "MARCELLE CHECKLEY HOMECARE" ON PROPERTY LOCATED AT 533 34th STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of a Day Care Home known as "Marcelle Checkley Homecare" on property located at 533 34th Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 50 feet, more or less, along the southern line of 34th Street beginning 62 feet, more or less, from the eastern line of Newport Avenue and extending eastwardly; premises numbered 533 34th Street.

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

(a) The number of children shall be limited to a maximum of nine (9), excluding any children who are members of the family which resides at the home.

(b) No zoning approval shall be granted to permit the use authorized by this special exception unless and until the applicant obtains a new certificate of occupancy to reflect the maximum occupancy allowed hereunder.

(c) The hours of operation for the day care home shall be limited to 6:00 a.m. until 6:00 p.m., seven days per week. The hours for use of the outdoor play area shall be limited to 8:00 a.m. until 6:00 p.m., seven days per week. No use of the residence as a day care home shall be permitted outside the hours of operation listed herein.

(d) An opaque fence not less than six (6) feet in height shall be installed around the outdoor play area and shall be located in conformity with the regulations of section 13-2.3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended).

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;

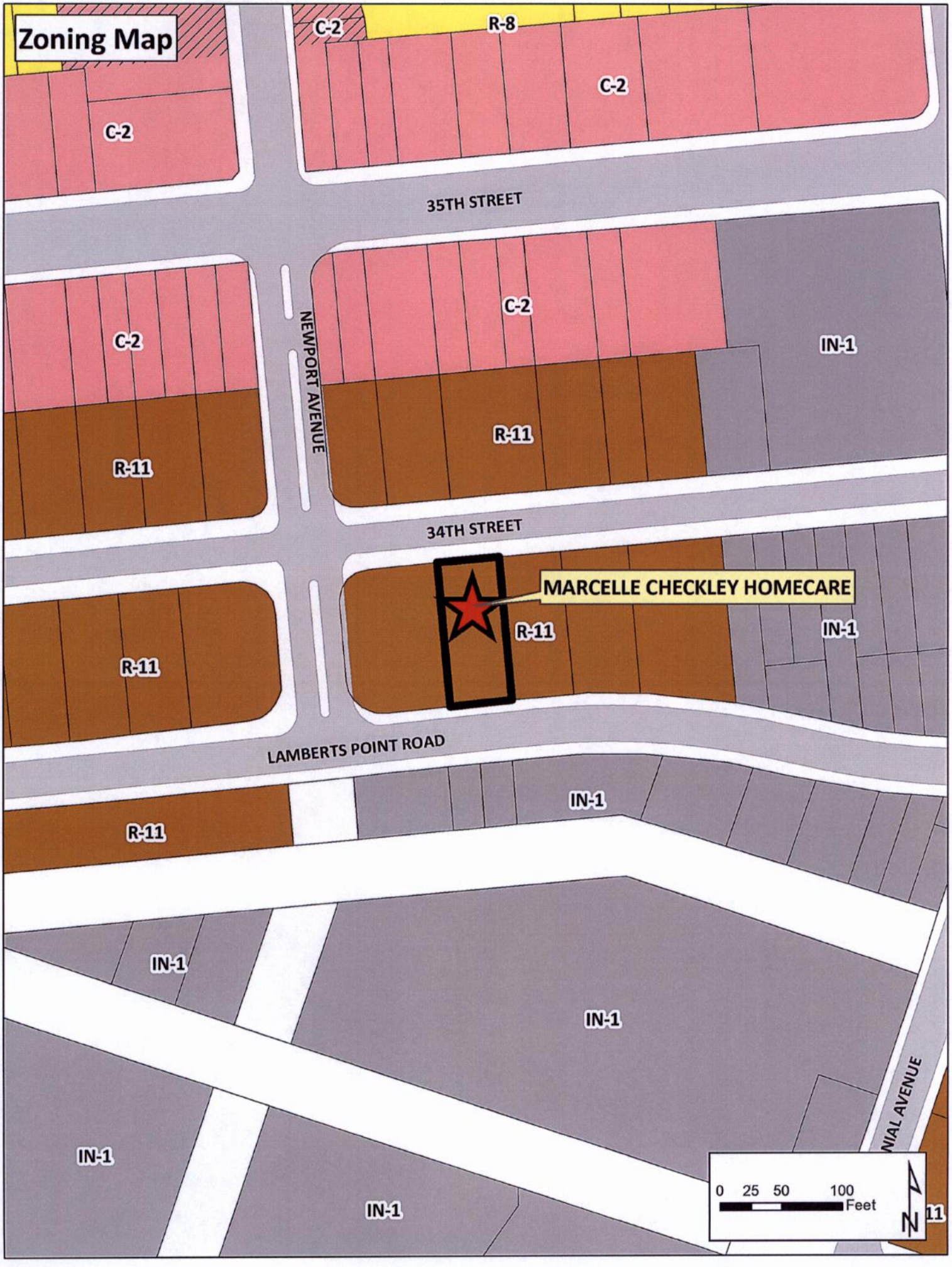
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

Location Map
34TH STREET
MARCELLE CHECKLEY HOMECARE
NEWPORT AVENUE
LAMBERTS POINT ROAD
0 5 10 20
Feet
N


Zoning Map
C-2
R-8
C-2
C-2
35TH STREET
C-2
C-2
NEWPORT AVENUE
IN-1
R-11
R-11
34TH STREET
MARCELLE CHECKLEY HOMECARE
R-11
IN-1
R-11
LAMBERTS POINT ROAD
IN-1
R-11
IN-1
IN-1
IN-1
IN-1
0 25 50 100
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Home day care

Date of application: 1-13-16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 533 (Street Name) 34 St

Existing Use of Property Single Family

Current Building Square Footage 5500 SQ/Ft

Proposed Use To care for (9) children in home.

~~Proposed Square Footage~~

Proposed Hours of Operation:

Weekday	From	6 Am	To	6 PM
Friday	From	6 Am	To	6 pm
Saturday	From	optional	To	optional
Sunday	From	11	To	11

Trade Name of Business (If applicable) Marcelle Cheek ley Homecare.

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) Checkley (First) Marcelle (MI) Lenore

Mailing address of applicant (Street/P.O. Box): 533- W 34st

(City) Norfolk (State) VA (Zip Code) 23508

Daytime telephone number of applicant (757) 339-5685 Fax ( ) N/A

E-mail address of applicant: Kupeye@aol.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) Checkley (First) Marcelle (MI) Lenore

Mailing address of property owner (Street/P.O. box): 533- W 34st

(City) Norfolk (State) VA (Zip Code) 23508

Daytime telephone number of owner (757) 339-5685 Email: Kupeye@aol.com

CIVIC LEAGUE INFORMATION

Civic League contact: FRANK KRISTON

Date(s) contacted: 1-12-16

Ward/Super Ward information: 2/7

REQUIRED ATTACHMENTS:

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

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

Print name: Marcene Cheeks **Sign:** _____ 1/21/16
(Property Owner) (Date)

Print name: Marcene Cheeks **Sign:** _____ 1/21/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

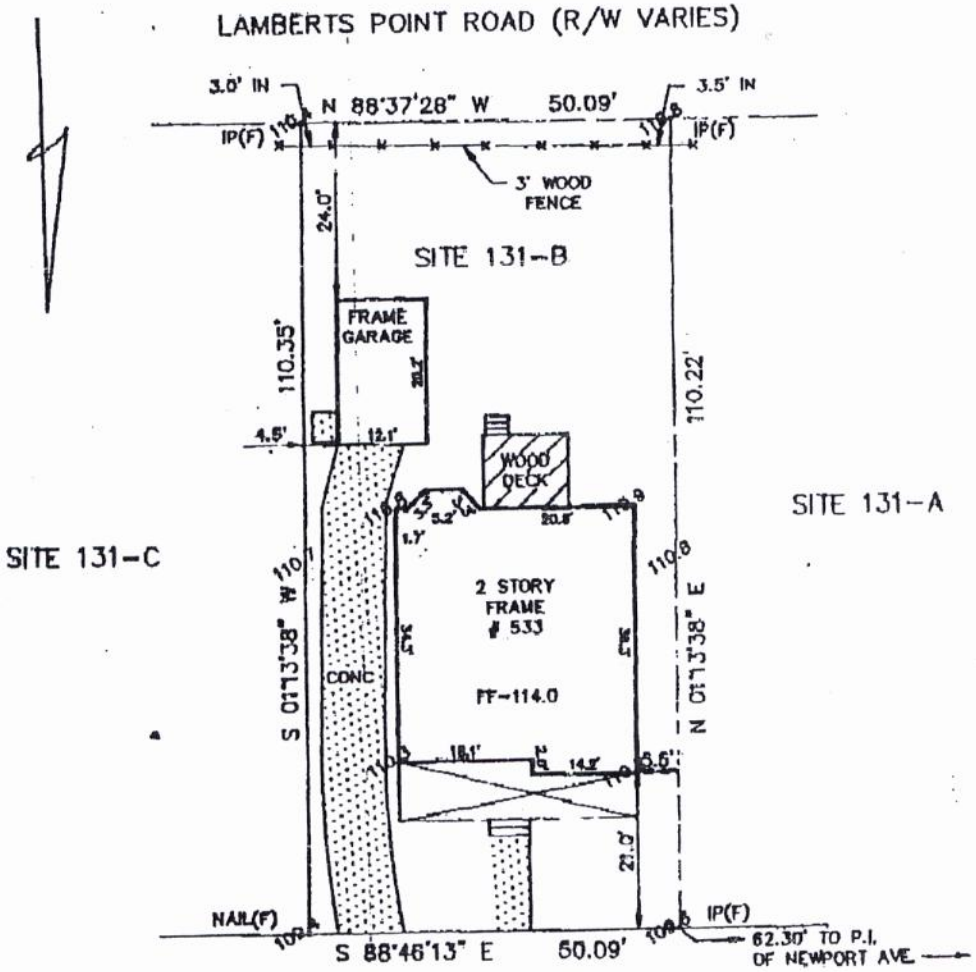
Print name: _____ **Sign:** _____ / _____ / _____
(Authorized Agent Signature) (Date)

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

THIS IS TO CERTIFY THAT I, ON 12-21-99, SURVEYED THE PROPERTY SHOWN HEREON, AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN.

SIGNED: Ward M. Holmes

NOTE: THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "B,C" FLOOD ZONE ACCORDING TO F.E.M.A. MAP PANEL NO. 510104-0017D, REVISED APRIL 17, 1984.



AS-BUILT & PHYSICAL SURVEY
OF
SITE 131-B
RESUBDIVISION OF
LOTS 1, 3, 5, 7, 9, 11, 13, 15 & 17, BLOCK A
PLAT OF KENSINGTON
(M.B. 4, PG. 78 - CHES.)
NORFOLK, VIRGINIA
FOR
PARK PLACE REDEVELOPMENT FOUNDATION, INC.

DATE: DEC. 21, 1999
SCALE: 1" = 20'
NOTE: FOR PLAT SEE M.B. 51, PG. 106 CHESAPEAKE, VA.

COMMONWEALTH OF VIRGINIA
WARD M. HOLMES
CERTIFICATE No. 1403
VIRGINIA
12-21-99
LAND SURVEYOR

WARD M. HOLMES
LAND SURVEYOR, P.C.
9225 GRANBY STREET
NORFOLK, VIRGINIA 23503
757-480-1230

459/121

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 11:24 AM
To: 'fjkriston@gmail.com'; 'reggie.king@gmail.com'
Cc: Whibley, Terry; Williams, Angelia M.; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application - 533 34th Street
Attachments: Checkly Home Care.pdf

Mr. Kriston and Mr. King,

Attached please find the application for a special exception to operate a day care home at 533 34th Street.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

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

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate an eating and drinking establishment at 5511 Faris Street – FMC Garden Café**

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-4

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special Exception to operate an eating and drinking establishment

IV. **Applicant: Brandon Morrison**

V. **Description:**
This request is to allow Full Metal Chef Garden Café, an existing restaurant, to serve alcoholic beverages for on-premises consumption.

	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages	8:00 a.m. until 9:00 p.m., Monday through Saturday 10:00 a.m. until 4:00 p.m., Sunday
Capacity	45 seats indoors 0 seats outdoors 50 total capacity

VI. **Historic Resources Impacts**

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

VII. Public Schools Impacts

This site is located within the Tanners Creek Elementary School, Lake Taylor Middle School, and Booker T. Washington High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Chris Whitney, CFM

Staff Report	Item No. 12	
Address	**5511 Faris Street**	
Applicant	**FMC Garden Café**	
Request	**Special Exception**	**Eating and drinking establishment**
Property Owner	JC&G Properties of VA, LLC	
Site Characteristics	Site Area/Building Area	24,360 sq. ft./1,678 sq. ft.
	Future Land Use Map	Industrial
	Zoning	I-1 (Limited Industrial)
	Neighborhood	Idlewood/Sandy Heights
	Character District	Suburban
Surrounding Area	North	C-2 (Corridor Commercial): Vanguard Real Estate Holdings
	East	I-1: Parking lot for Verizon
	South	I-1: Offices and parking lot for Verizon
	West	I-1: Turnkey Building Services

A. Summary of Request

This request is to allow Full Metal Chef Garden Café, an existing restaurant, to serve alcoholic beverages for on-premises consumption.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The use is permitted in the I-1 district by special exception.
- This site has operated as an eating establishment since at least 1992 and this restaurant has been in operation since August 2015.

	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages	8:00 a.m. until 9:00 p.m., Monday through Saturday 10:00 a.m. until 4:00 p.m., Sunday
Capacity	45 seats indoors 0 seats outdoors 50 total capacity

ii. Parking

- The site is located in the Suburban Character District, which requires one parking space per 150 square feet of enclosed building area for eating and drinking establishments.
- For an eating and drinking establishment of this size, the *Zoning Ordinance* requires that the site provide a minimum of 11 parking spaces.
  - There are currently 11 parking spaces on-site.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures calculate forecast travel for restaurants based upon the total seating of an establishment.
- Since no increase in indoor seating is being proposed for the site, no additional trips are projected.
- The site is near transit services with Hampton Roads Transit bus route 15 (Military) operating near the site.
- Azalea Garden Road near to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

This site is located within the Tanners Creek Elementary School, Lake Taylor Middle School, and Booker T. Washington High School Attendance Zones.

G. Environmental Impacts

- The applicant has made landscaping and site improvements to the property recently:
  - Foundation plantings have been installed along the front of the building.
  - The parking lot has been re-paved and re-striped.

H. Surrounding Area/Site Impacts

Over the past year there have been four calls for police service with no arrests made.

I. Payment of Taxes

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

J. Civic League

- Notice was sent to the Idlewood/Sandy Heights and Azalea Acres/Azalea Lakes Civic Leagues on February 10.
- The applicant contacted the Idlewood/Sandy Heights Civic League on January 25.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 8:00 a.m. until 9:00 p.m., Monday through Saturday and from 8:00 a.m. until 4:00 p.m. Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 45 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 50 people.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) Trash canisters or dumpsters shall be gated and not visible from any public right-of-way.

(h) 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, snow, ice, and any bodily discharge.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) There shall be no entertainment, no dancing, and no dance floor provided.

(o) 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.

(p) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Idlewood/Sandy Heights and Azalea Acres/Azalea Lakes Civic Leagues

Proponents and Opponents

Proponents
Brandon Morrison – Applicant
5511 Faris Street
Norfolk, VA 23513

Opponents
None

03/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: CW

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "FMC GARDEN CAFÉ" ON PROPERTY LOCATED AT 5511 FARIS STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted to Full Metal Chef, LLC authorizing the operation of an eating and drinking establishment named "FMC Garden Cafe" on property located at 5511 Faris Street. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 122 feet, more or less, along the southern line of Faris Street beginning 68 feet, more or less, from the eastern line of Azalea Garden Road and extending eastwardly; premises numbered 5511 Faris Street.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 8:00 a.m. until 9:00 p.m. Monday through Saturday and 10:00 a.m. until 4:00 p.m. on Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 45 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 50 people.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) Trash canisters or dumpsters shall be gated and not visible from any public right-of-way.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) There shall be no entertainment, no dancing, and no dance floor provided.

(o) 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.

(p) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for

review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

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

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

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

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

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

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

(g) The proposed use and development will not result in

the destruction, loss or damage of natural, scenic or historic features of significant importance;

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

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

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

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

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

ATTACHMENT:
Exhibit A (4 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 01/26/2016

Trade name of business FMC Garden Cafe

Address of business 5511 Faris St

Name(s) of business owner(s)* Brandon Morrison DBA Full Metal Chef LLC

Name(s) of property owner(s)* Joe Dunbar - JC&G Properties of VA, LLC

Daytime telephone number (757) 351-1636

*If business or property owner is 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			
Weekday	From 8am	To 9pm		Weekday	From 8am	To 9pm	
Friday	From 8am	To 9pm		Friday	From 8am	To 9pm	
Saturday	From 8am	To 9pm		Saturday	From 8am	To 9pm	
Sunday	From 10am	To 4pm		Sunday	From 10am	To 4pm	

2. Type of ABC license applied for (check all applicable boxes)
☐ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
☑ Beer ☑ Wine ☑ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
(Entertainment consists of anything more than one, unamplified musician)
☐ Yes (Different application required) ☑ No

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508

Exhibit A – Page 2
Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
☐ Yes (If more than 4, additional application required) ☑ No

5a. If yes, please describe type and number of each game to be provided

6. Will patrons ever be charged to enter the establishment?
☐ Yes ☑ No

6a. If yes, why

6b. Which days of the week will there be a cover charge (circle all applicable days)?

☐Monday ☐Tuesday ☐Wednesday☐Thursday ☐Friday

☐Saturday ☐Sunday

7. Will the facility or a portion of the facility be available for private parties?
☒ Yes ☐ No

7a. If yes, explain
Dining room can be booked for parties and receptions

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

8a. If yes, explain

9. Will there ever be a minimum age limit?
☐ Yes ☒ No

Exhibit A – Page 3
Eating and Drinking Establishment

10. 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

Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. **Indoor**

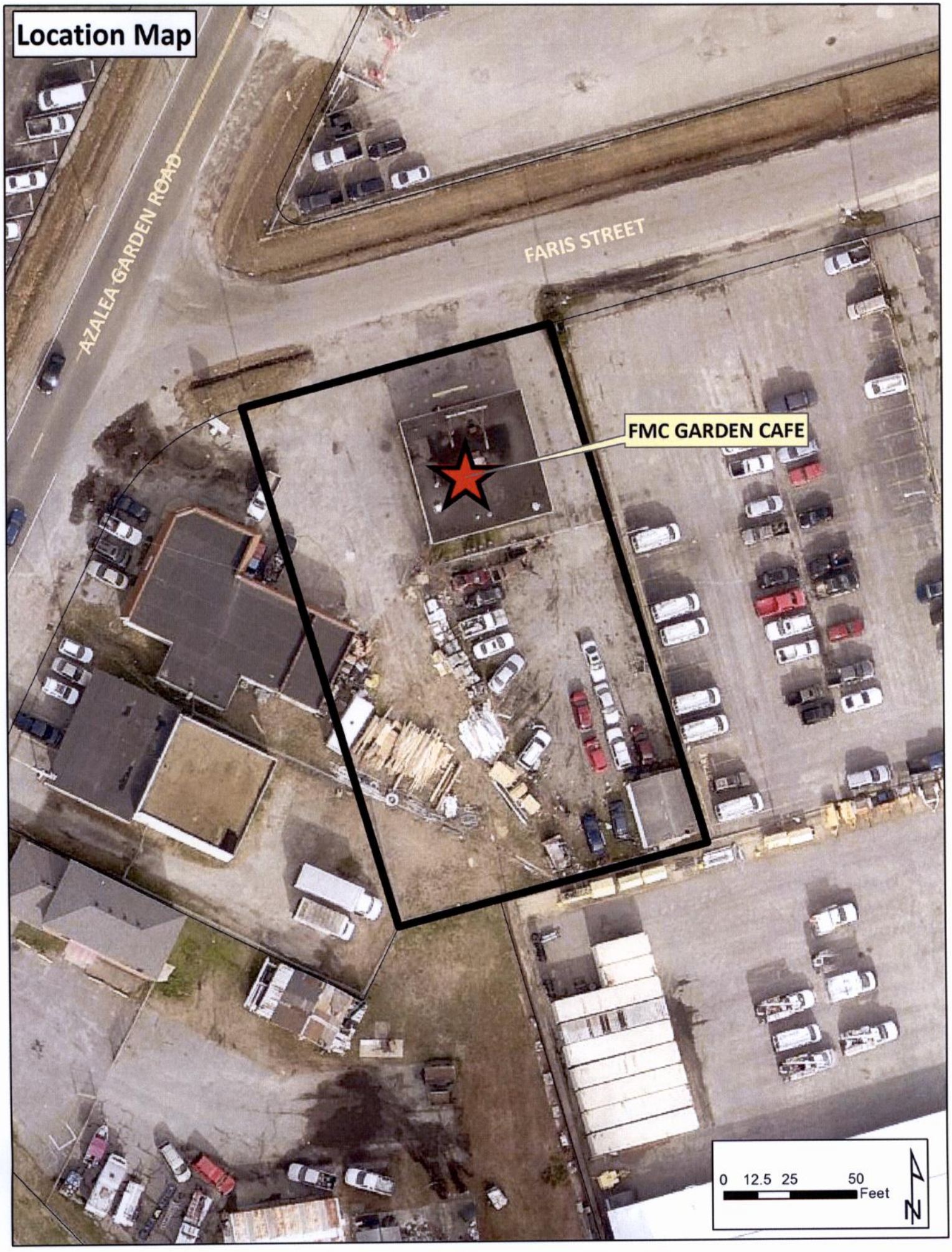
Number of seats (not including bar seats)	45
Number of bar seats	0
Standing room	0

b. **Outdoor**

Number of seats	0

c. **Number of employees** 5

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 50


Location Map
AZALEA GARDEN ROAD
FARIS STREET
FMC GARDEN CAFE
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Feet
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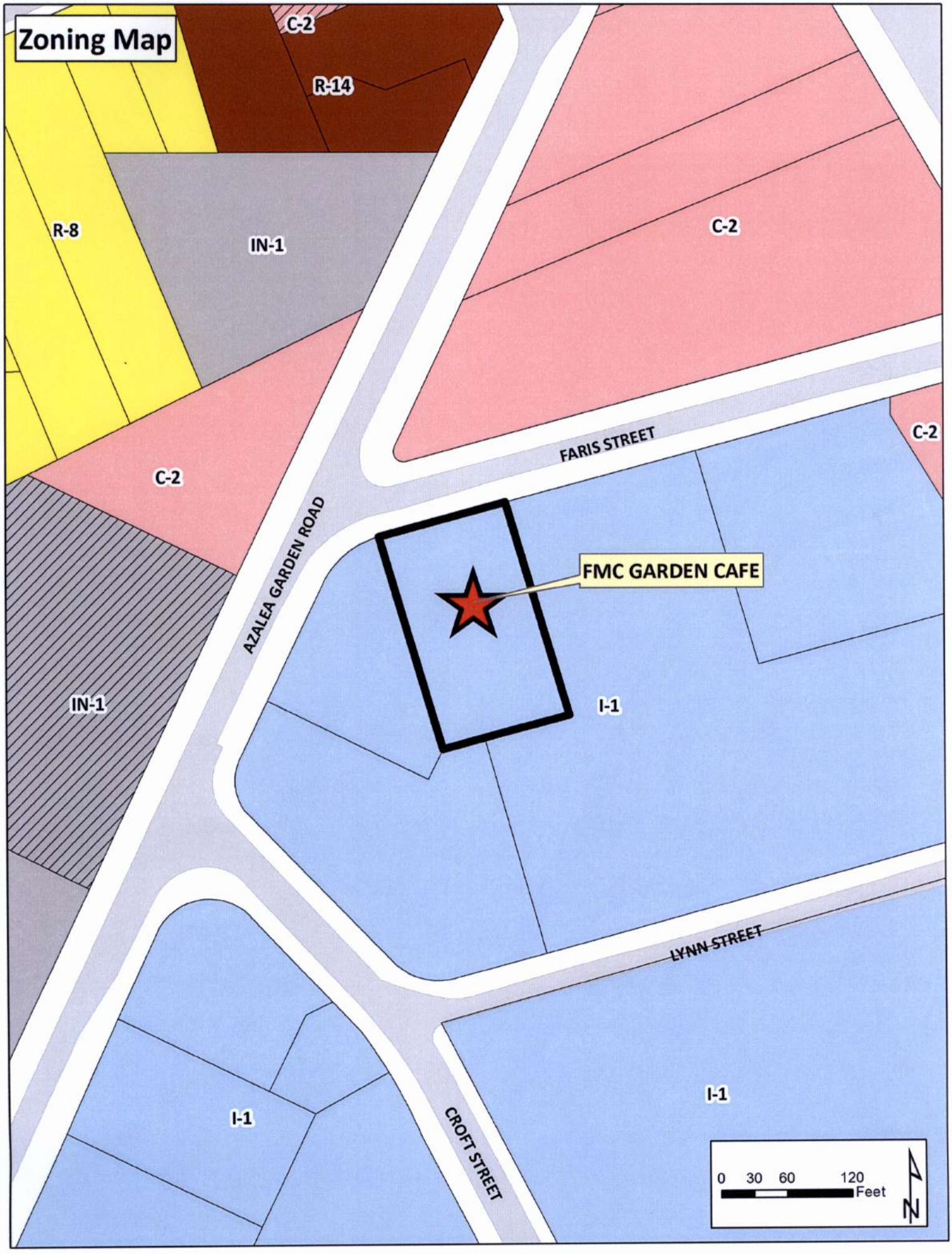
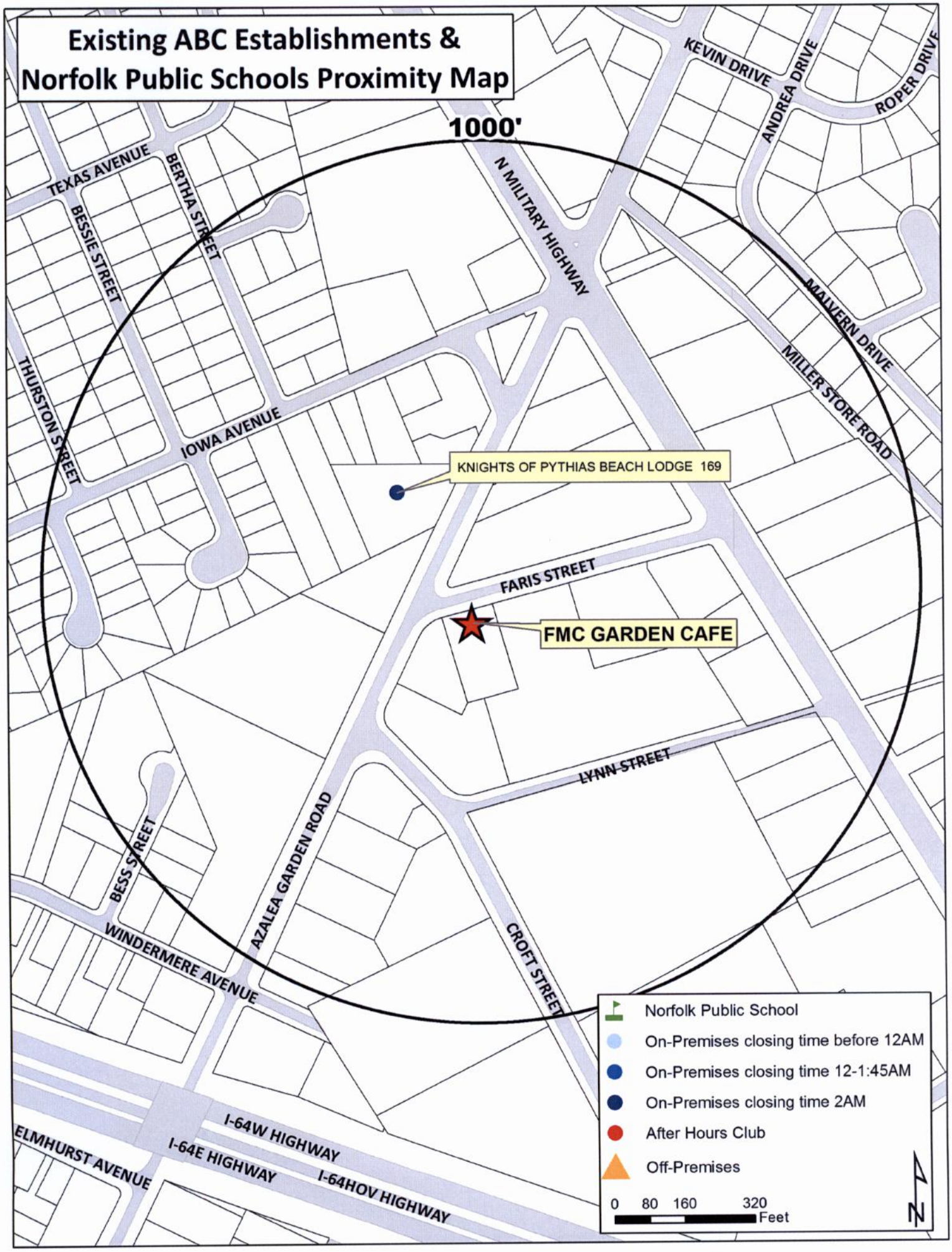

Zoning Map
C-2
R-14
R-8
IN-1
C-2
C-2
FARIS STREET
C-2
AZALEA GARDEN ROAD
FMC GARDEN CAFE
IN-1
I-1
LYNN STREET
I-1
I-1
CROFT STREET
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
KEVIN DRIVE
ANDREA DRIVE
ROPER DRIVE
TEXAS AVENUE
BERTHA STREET
BESSIE STREET
N MILITARY HIGHWAY
MALVERN DRIVE
MILLER STORE ROAD
THURSTON STREET
IOWA AVENUE
KNIGHTS OF PYTHIAS BEACH LODGE 169
FARIS STREET
FMC GARDEN CAFE
LYNN STREET
BESS STREET
AZALEA GARDEN ROAD
CROFT STREET
WINDERMERE AVENUE
I-64W HIGHWAY
I-64E HIGHWAY
I-64HOV HIGHWAY
ELMHURST AVENUE
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 1-29-16

DESCRIPTION OF PROPERTY

Address 5511 Faris St

Existing Use of Property Full Service Restaurant

Proposed Use Same

Current Building Square Footage 1800

Proposed Building Square Footage 1800

Trade Name of Business (if applicable) FMC Garden Cafe

APPLICANT

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

1. Name of applicant: (Last) Morrison (First) Brandon (MI) B

Mailing address of applicant (Street/P.O. Box): 947 Newell Ave

(City) Norfolk (State) VA (Zip Code) 23518

Daytime telephone number of applicant (757) 351-1636 Fax ( )

E-mail address of applicant: fullmetalkit@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) JC&G Properties of VA, LLC (First) Joe Dunbar (MI) _____

Mailing address of property owner (Street/P.O. box): 9242 Marlow Ave

(City) Norfolk (State) VA (Zip Code) 23503

Daytime telephone number of owner (757) 435-4544 email: allcitytowing@outlook.com

CIVIC LEAGUE INFORMATION

Civic League contact: Idlewood/Sandy Heights - Annette Johnson

Date(s) contacted: 01/25/2016 Left Message

Ward/Super Ward information: word 4 / Superword 7

CERTIFICATION

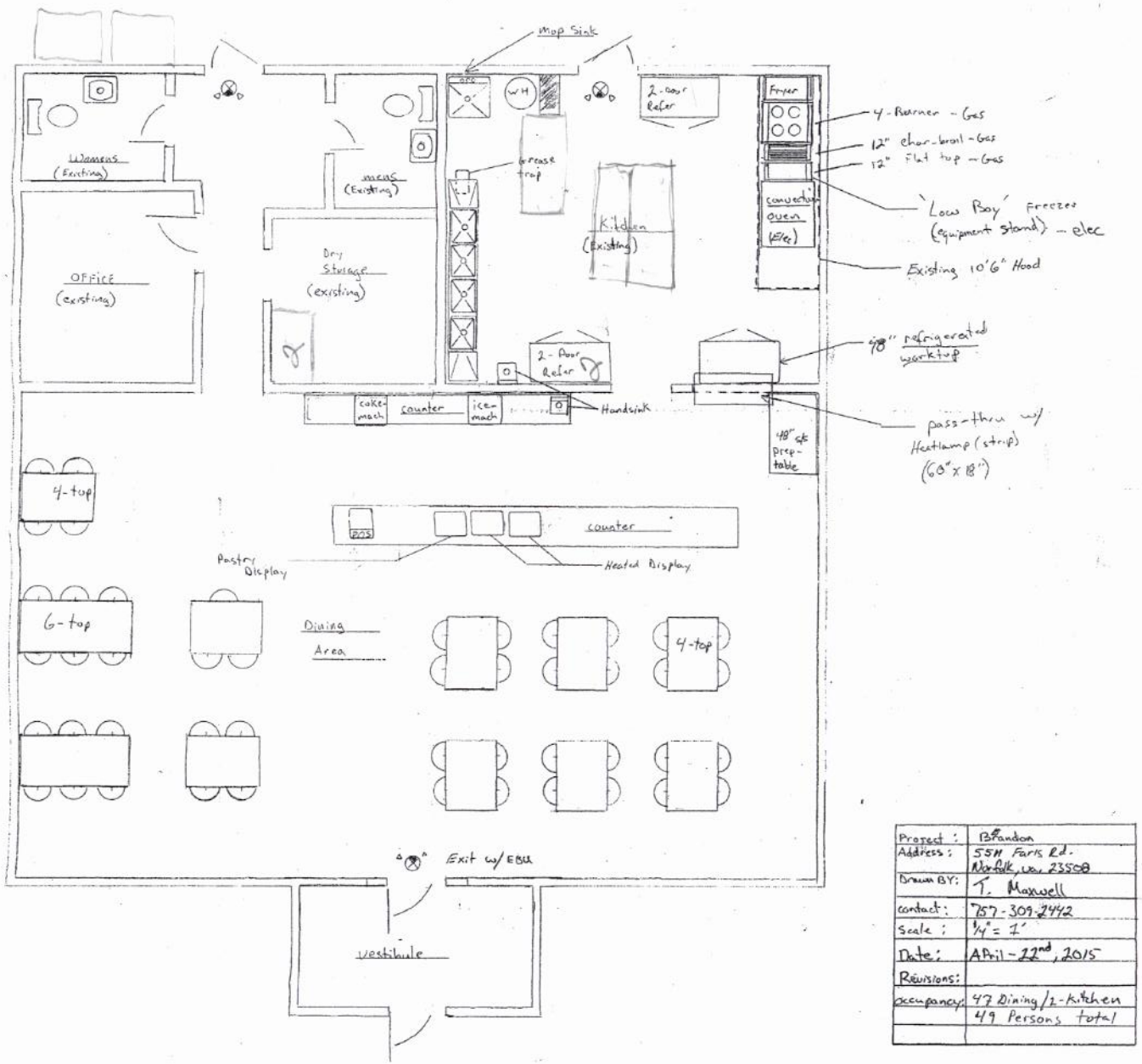
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Joseph W. Dunbar SR. **Sign:** _____ 12/30/15
(Property Owner or Authorized Agent of Signature) (Date)

Print name: BRANDON MORRISON **Sign:** _____ 12/30/15
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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



Project :	Brandon
Address :	5511 Farris Rd. Norfolk, Va. 23508
Drawn BY:	T. Maxwell
contact :	757-309-2442
Scale :	1/4" = 1'
Date :	April - 22nd, 2015
Revisions:	
occupancy:	47 Dining / 2-kitchen
	49 Persons total

survey.jpg

1/27/2016

I, STEPHEN I. BOONE, A LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT LABELED "EXHIBIT B" CONDOMINIUM PLAT OF LOTS 11, 12 & 13, SUBDIVISION OF PROPERTY OF S. J. FARIS, IS ACCURATE AND COMPLIES WITH SECTION 55-79.58A OF THE VIRGINIA CONDOMINIUM ACT, AS AMENED, AND THAT ALL UNITS ARE SUBSTANTIALLY COMPLETE.

THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.

COMMONWEALTH OF VIRGINIA
STEPHEN I. BOONE
Lic. No. 1333
LAND SURVEYOR

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NORFOLK, VIRGINIA, ON THE _____ DAY OF _____, 20____, AT _____, THIS PLAT WAS THIS DAY RECEIVED AND UPON CERTIFICATE OF ACKNOWLEDGEMENT, THERETO ANNEXED, ADMITTED TO RECORD IN M.B. _____ PAGE: _____.

TESTE: _____, CLERK

SUBDIVISION OF PROPERTY OF
S. J. FARIS
(M.B. 33, P. 17- CHSEAPEAKE)

SUBDIVISION OF PROPERTY OF
S. J. FARIS
(M.B. 33, P. 17- CHSEAPEAKE)

SUBDIVISION OF PROPERTY OF
S. J. FARIS
(M.B. 33, P. 17- CHSEAPEAKE)

UNIT 1
UNIT 2
UNIT 3
UNIT 4

AZALEA GARDEN ROAD (60' R/W)

FARIS STREET (60' R/W)

OWNER:

J C & G PROPERTIES OF VA, LLC
9653 FIRST VIEW STREET
NORFOLK, VIRGINIA 23503

LEGAL SOURCE:

INSTRUMENT NO. 140024608
LOT 11
SUBDIVISION OF PROPERTY OF
S. J. FARIS

INSTRUMENT NO. 120028144
LOTS 12 & 13
SUBDIVISION OF PROPERTY OF
S. J. FARIS

ZONED I-1

AREA SUMMARY

AREA OF UNIT 1: 10,339 SQ. FT. OR 0.2374 AC.
AREA OF UNIT 2: 17,006 SQ. FT. OR 0.3904 AC.
AREA OF UNIT 3: 7,874 SQ. FT. OR 0.1808 AC.
AREA OF UNIT 4: 7,313 SQ. FT. OR 0.1679 AC.

THE TOTAL AREA ENCOMPASSED WITHIN THIS SUBDIVISION = 42,532 SQ. FT. / 0.9764 AC.

GRAPHIC SCALE
1" = 20'

EXHIBIT B
CONDOMINIUM PLAT
OF
LOTS 11, 12 & 13
SUBDIVISION OF PROPERTY OF S. J. FARIS
M.B. 33, PG 17 (CHESAPEAKE)
NORFOLK, VIRGINIA

SCALE: 1" = 20' DATE: JULY 22, 2015

STEPHEN I. BOONE & ASSOCIATES, P.C.
LAND SURVEYORS
326 LONDON STREET
PORTSMOUTH, VIRGINIA

SHEET 1 OF 1

DRAFT: D.W.D.

JOB #: 15-0594SUB

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate a Used Merchandise Establishment at 953 N. Newtown Road – NSJ Foundation**

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-5

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

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

III. **Request:** Special Exception to operate a Used Merchandise Sales establishment.

IV. **Applicant:** **NSJ Foundation**

V. **Description:**

- The site is located along N. Newtown Road near the corner of N. Newtown Road and East Virginia Beach Boulevard, adjacent to the City of Virginia Beach.
- The application proposes to operate a used merchandise sales establishment on a parcel currently developed with one single-family home.

	Proposed
Hours of Operation	9:00 a.m. to 8:00 p.m., Monday through Friday 9:00 a.m. to 6:30 p.m., Saturday Closed Sunday

VI. **Historic Resources Impacts:**
The building located on this site is eligible for historic designation, but is not located within any historic district.

VII. **Public Schools Impacts:**

This site is located in the Fairlawn Elementary School, the Lake Taylor Middle School and Booker T. Washington High School districts.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Letters of support
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

for Executive Secretary: George M. Homewood, AICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM M.S.

Staff Report	Item No. C-1	
Address	**953 N. Newtown Road**	
Applicant	**NSJ Foundation**	
Requests	**Special Exceptions**	**Used Merchandise Sales**
Property Owner	Sts John A.M.E Church Trust	
Site Characteristics	Site/Building Area	40,111 sq. ft./1,350 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Smitty's Mobile Home Park
	Character District	Suburban
Surrounding Area	North	C-2: Unity Mason Lodge 93
	East	City of Virginia Beach; Retail Shopping Strip
	South	MHP (Mobile Home Park): Mobile Homes
	West	C-4 (Large Scale Commercial District): St. John A.M.E cemetery; parking lot

A. Summary of Request

- This application was continued from the February public hearing in order to allow the applicant more time to meet with the Newtown South Civic League.
- The site is located along N. Newtown Road near the corner of N. Newtown Road and East Virginia Beach Boulevard, adjacent to the City of Virginia Beach.
- The application proposes to operate a used merchandise sales establishment on a parcel currently developed with one single-family home.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is located in the C-2 district, which permits the proposed use by special exception.

	Proposed
Hours of Operation	9:00 a.m. to 8:00 p.m. Monday through Friday 9:00 a.m. to 6:30 p.m. on Saturday Closed Sunday

ii. Parking

- The site is located in the Suburban Character District, which requires on parking space per 250 square feet of enclosed building area for a commercial use.
- The 1,350 square-foot proposed space must provide 6 parking spaces.
  - The proposed parking lot will provide 6 parking spaces.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposed use will generate 48 new vehicle trips per day.
- Based upon ITE data, the existing residential dwelling on this site would be expected to generate 10 weekday trips while the proposed new retail use would be expected to generate 58 trips on weekdays.
- N. Newtown Road adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

The building located on this site is eligible for historic designation, but is not located within any historic district.

F. Public Schools Impacts

The site is located in the Fairlawn Elementary School, the Lake Taylor Middle School and Booker T. Washington High School districts.

G. Environmental Impacts

- The development of the parking lot will undergo the Site Plan Review process in order to make improvements to stormwater management, parking, and landscaping.
- There were two calls for service made for this site over the past year, with no arrests made.

H. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, the proposed used merchandise sales 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

- Notice was sent to the Newtown South Civic League and Maple Hall/Hollywood Homes Civic League on January 13th.
- Letter of No Opposition from the Maple Hall/Hollywood Homes Civic League was received on January 18
- A letter of support was received from the Newtown South Civic League on March 23.

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 10.
- Legal notification was placed in *The Virginian-Pilot* on February 11 and 18.
- Notification was sent to the City of Virginia Beach on February 3.

L. Recommendation

Staff recommends **approval** of the special exception request subject to the conditions shown below:

Conditions – Used Merchandise Sales

(a) The hours of operation shall be from 9:00 a.m. until 8:00 p.m. Monday through Friday, 9:00 a.m. until 6:30 p.m. Saturday, and closed Sunday. No operation of this facility outside of these hours is allowed.

(b) No merchandise shall be left, dropped off, stored or displayed outdoors.

(c) There shall be no auctions for the sale of merchandise.

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

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

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

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

Attachments

Location Map
Zoning Map
1000' radii map of similar establishments and Norfolk Public Schools
Application
Notice to the City of Virginia Beach
Letter of No Opposition – Maple Hall/Hollywood Homes Civic League
Letter of support – Newtown South Civic League

Proponents and Opponents

Proponents

Dr. Orin Gill – Applicant
5501 Rock Creek Lane
Virginia Beach, VA 23462

Ford Mason – President, Newtown South Civic League
6612 Stoney Point North
Norfolk, VA 23502

Opponents

None

03/18/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: M.S

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO OPERATE A USED MERCHANDISE SALES ESTABLISHMENT NAMED "NSJ FOUNDATION" ON PROPERTY LOCATED AT 953 NORTH NEWTOWN ROAD.

- - -

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

Section 1:- That a Special Exception is hereby granted to permit the operation of a used merchandise sales establishment named "NSJ Foundation" on property located at 953 North Newtown Road. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronting 160 feet, more or less, along the western line of North Newtown Road beginning 284 feet, more or less, from the southern line of East Virginia Beach Boulevard and extending southwardly; premises numbered 953 North Newtown Road.

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

(a) The hours of operation shall be limited to 9:00 a.m. until 8:00 p.m. Monday through Friday, 9:00 a.m. until 6:30 p.m. on Saturday, and closed Sunday. No operation of this facility outside of these hours is allowed.

(b) No merchandise shall be left, dropped off, stored or displayed outdoors.

(c) There shall be no auctions for the sale of merchandise.

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

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

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

(g) The establishment shall maintain a current, active business license at all times while 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;

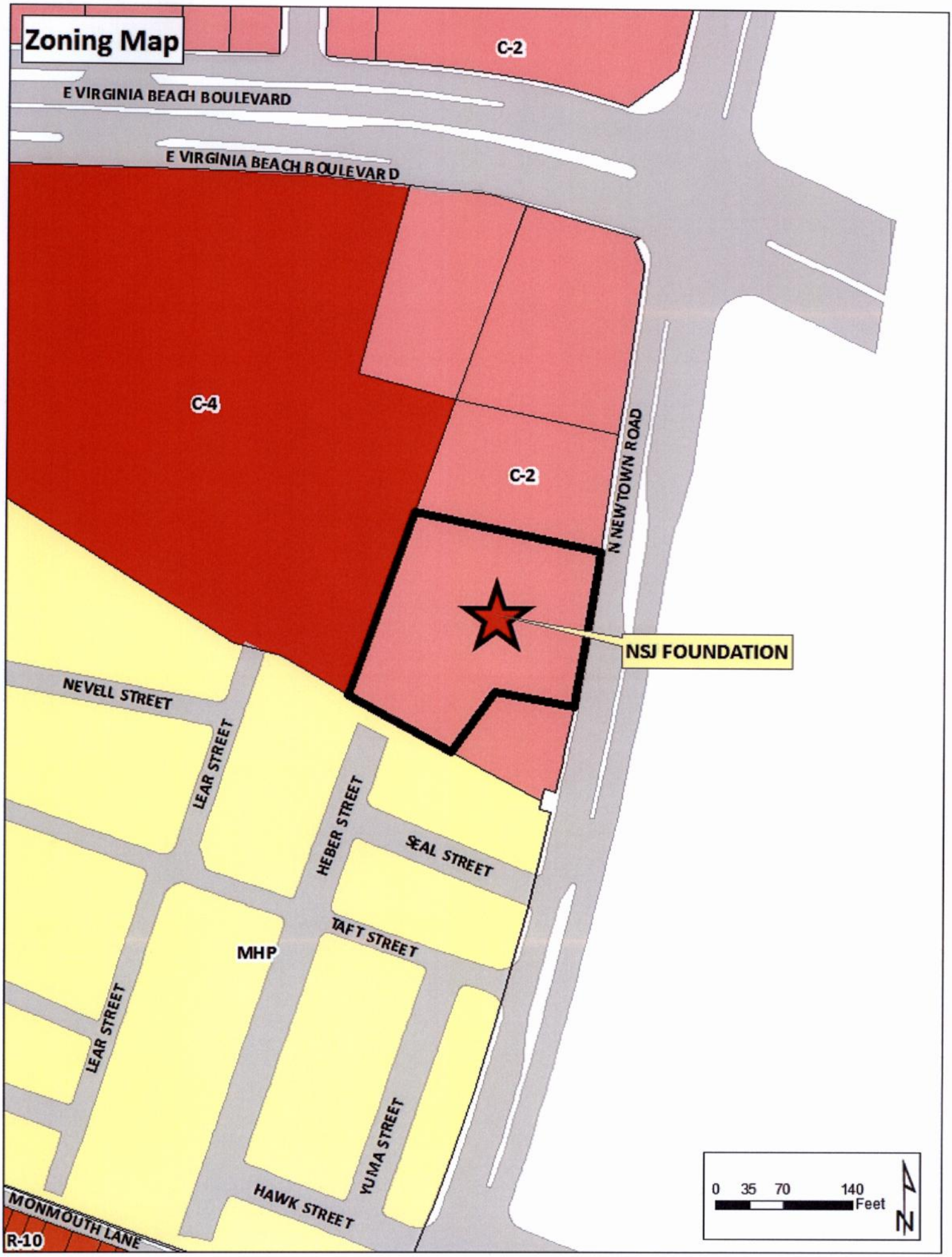
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

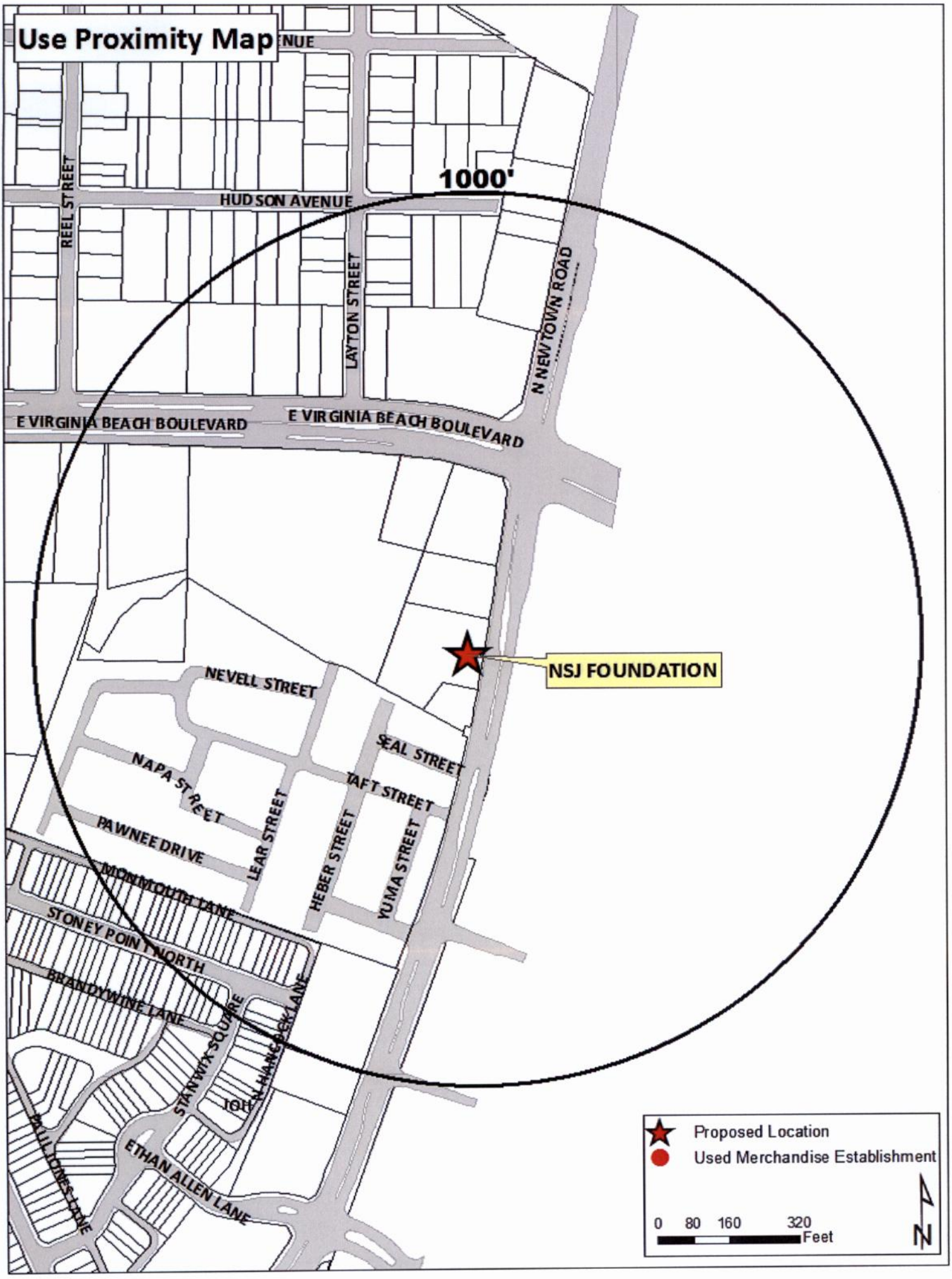
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

(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.

Location Map
N NEWTOWN ROAD
NSJ FOUNDATION
HEBER STREET
SEAL STREET
0 15 30 60
Feet
N


Zoning Map
C-2
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
C-4
C-2
N NEWTOWN ROAD
NSJ FOUNDATION
NEVELL STREET
LEAR STREET
HEBER STREET
SEAL STREET
TAFT STREET
MHP
LEAR STREET
YUMA STREET
HAWK STREET
MONMOUTH LANE
R-10
0 35 70 140
Feet
N


Use Proximity Map
1000'
HUDSON AVENUE
REEL STREET
LAYTON STREET
N NEWTOWN ROAD
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
NSJ FOUNDATION
NEVELL STREET
SEAL STREET
NAPA STREET
TAFT STREET
PAWNEE DRIVE
LEAR STREET
HEBER STREET
YUMA STREET
MONMOUTH LANE
STONEY POINT NORTH
BRANDYWINE LANE
STANWIX SQUARE
IOTH HANCOCK LANE
PAUL JONES LANE
ETHAN ALLEN LANE
Proposed Location
Used Merchandise Establishment
0 80 160 320
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Used Merchandise

Date of application: 11/13/15

DESCRIPTION OF PROPERTY

Property location: (Street Number) 953 (Street Name) Newtown Rd.

Existing Use of Property home

Current Building Square Footage 1,350

Proposed Use Used merchandise sold donated to non-profit agency

~~Proposed Square Footage~~

Proposed Hours of Operation:

Weekday	From	9:00am	To	8:00pm
Friday	From	9:00am	To	8:30pm
Saturday	From	9:00am	To	6:30pm
Sunday	From	Closed	To	Closed

Trade Name of Business (If applicable) NSJ Fandation

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) Gill (First) Wanda (MI) L

Mailing address of applicant (Street/P.O. Box): 5501 Rock Creek Lane

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

Daytime telephone number of applicant (757) 496-7899 Fax (757) 499-7936

E-mail address of applicant: dRwanda777@yahoo.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) New St. John AME Church (First) _____ (MI) _____

Mailing address of property owner (Street/P.O. box): 5501 Rock Creek LN

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

Daytime telephone number of owner (757) 499-7936 email: dRwanda777@yahoo.com

CIVIC LEAGUE INFORMATION

Civic League contact: Newtown South Mason Ford fordo910@cox.net

Date(s) contacted: _____

Ward/Super Ward information: _____

REQUIRED ATTACHMENTS:

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

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

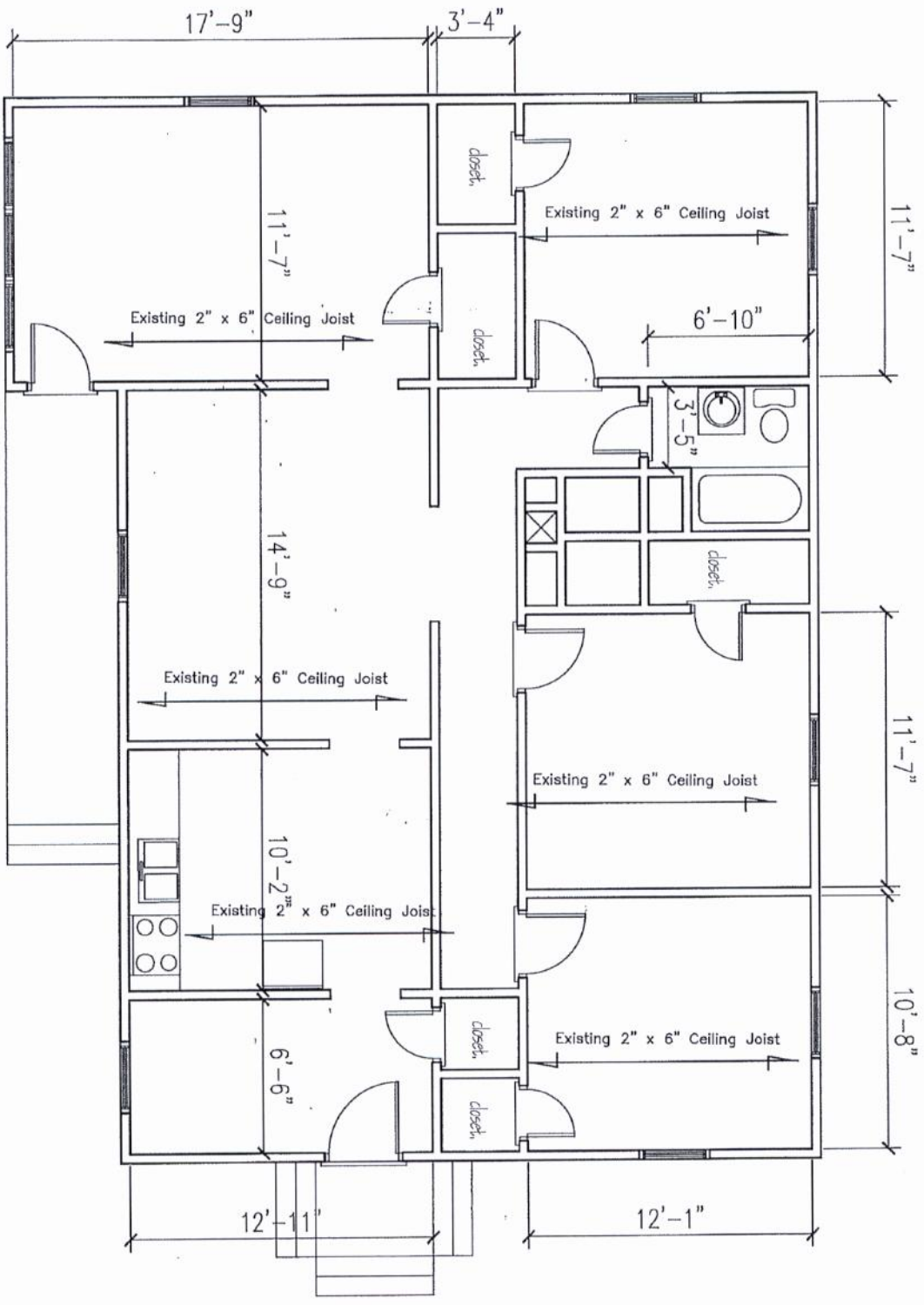
Print name: New St. John A.M.E. Church (Property Owner) **Sign:** _____ / ____ / ____ (Date)

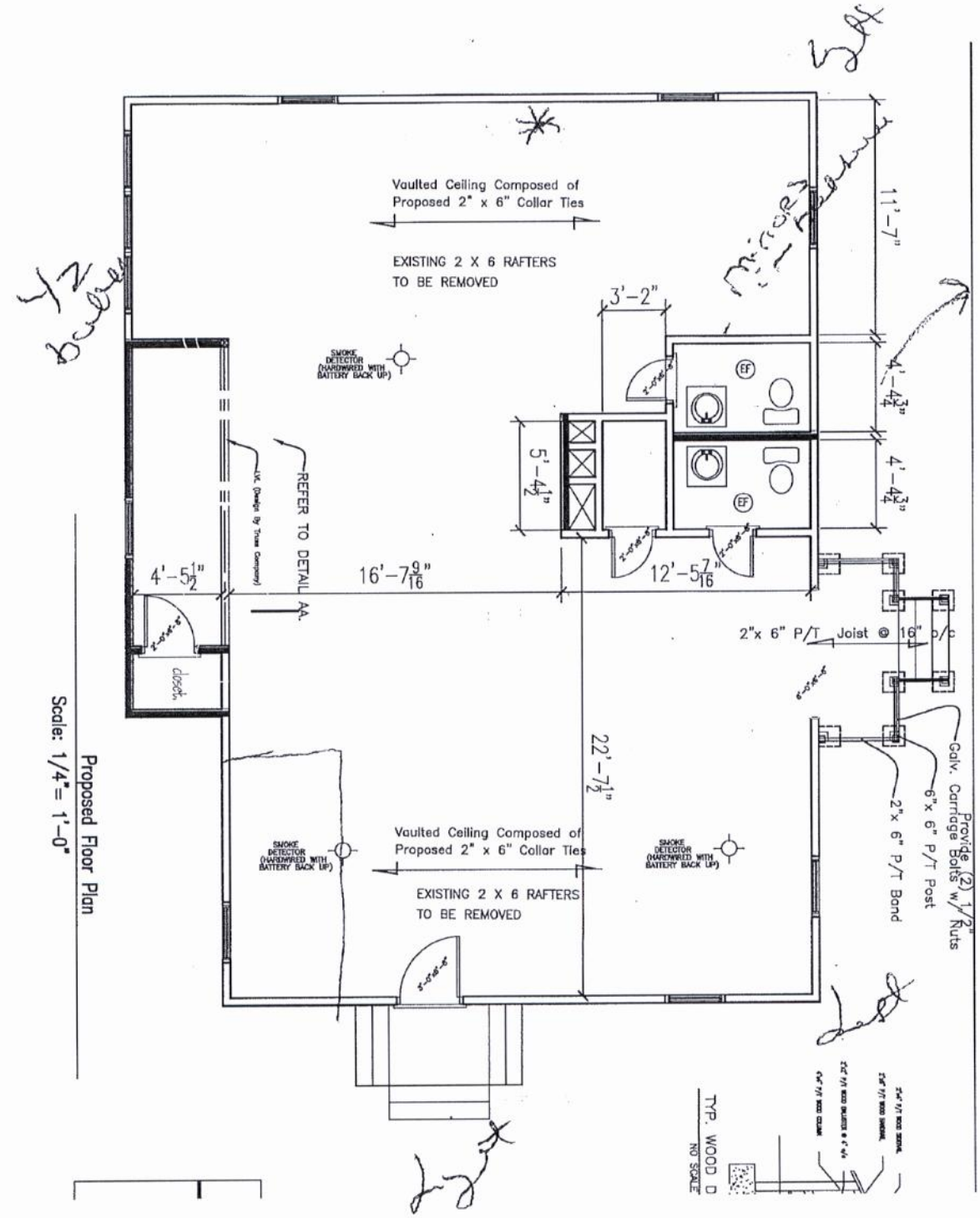
Print name: Dr. Wanda Cain (Applicant) **Sign:** _____ / ____ / ____ (Date)

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
(Revised September, 2015)


17'-9"
3'-4"
11'-7"
Existing 2" x 6" Ceiling Joist
closet
closet
Existing 2" x 6" Ceiling Joist
11'-7"
6'-10"
3'-5"
14'-9"
closet
Existing 2" x 6" Ceiling Joist
Existing 2" x 6" Ceiling Joist
11'-7"
10'-2"
Existing 2" x 6" Ceiling Joist
closet
Existing 2" x 6" Ceiling Joist
10'-8"
6'-6"
closet
12'-11"
12'-1"



Proposed Floor Plan

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

THIS IS TO CERTIFY THAT ON NOVEMBER 24, 2015, I SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDING ARE AS SHOWN ON THIS PLAT. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS, EXCEPT AS SHOWN. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND CONSEQUENTLY MAY NOT DEPICT ALL MATTERS AFFECTING THE TITLE OF THE PROPERTY SHOWN.

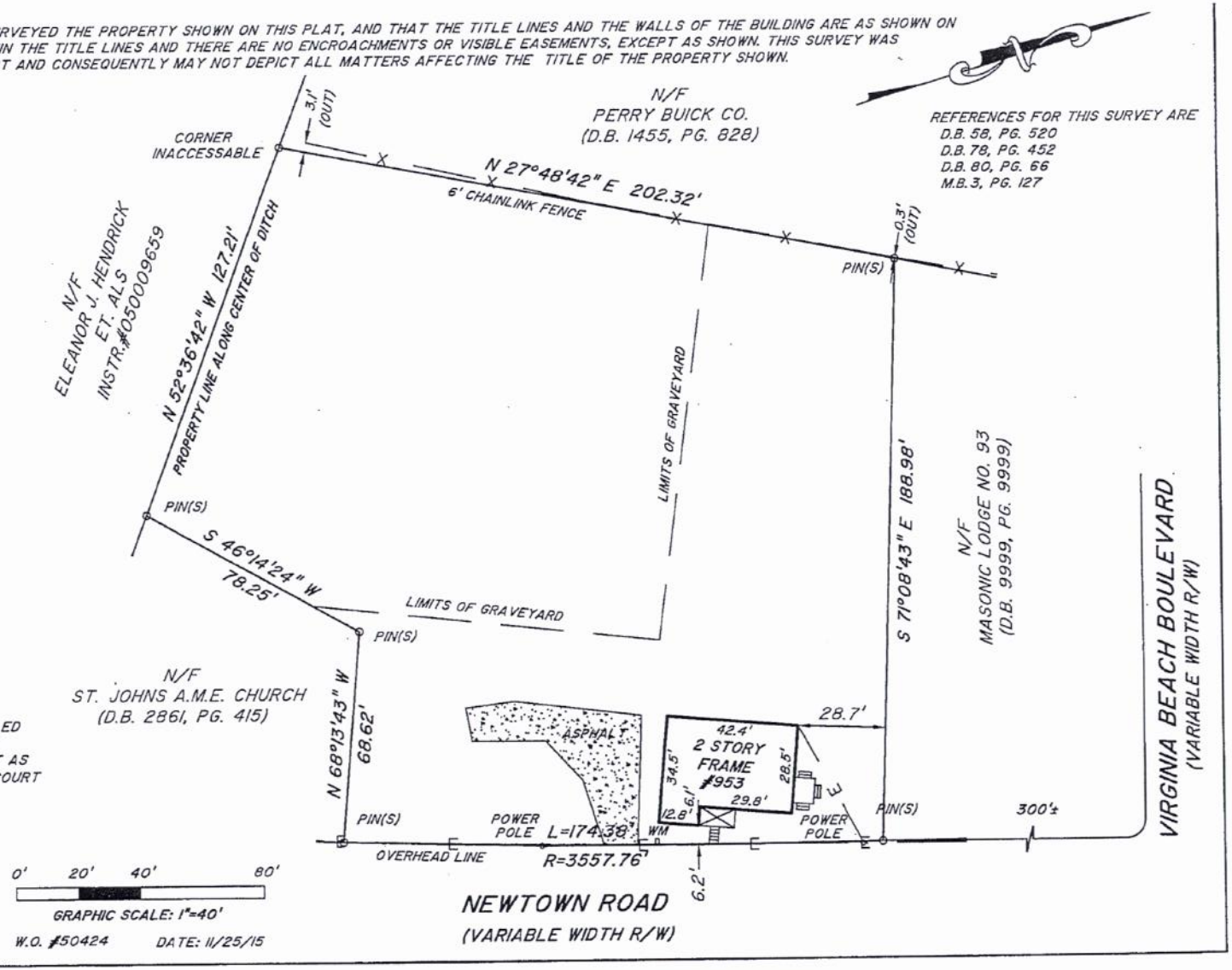
SIGNED

COMMONWEALTH OF VIRGINIA
TIMOTHY M. FALLON
Lic. No. 1659
11-25-15
LAND SURVEYOR

PHYSICAL SURVEY OF 953 NEWTOWN ROAD NORFOLK, VIRGINIA FOR NEW ST. JOHN FOUNDATION

THE PROPERTY APPEARS TO LIE IN ZONE 'X' AS SCALED FROM COMMUNITY PANEL #515310 0081 G. THIS IS TO CERTIFY THAT THIS PLAN REFERS TO THE SAME LOT AS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NORFOLK, VIRGINIA IN M.B. 3, PG. 127.

HASSELL & FOLKES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
325 VOLVO PARKWAY
CHESAPEAKE, VIRGINIA 23320
PHONE: (757) 547-9531 FAX: (757) 547-9481
www.hfpc-online.com



REFERENCES FOR THIS SURVEY ARE
D.B. 58, PG. 520
D.B. 78, PG. 452
D.B. 80, PG. 66
M.B. 3, PG. 127

0' 20' 40' 80'
GRAPHIC SCALE: 1"=40'

W.O. #50424 DATE: 11/25/15

THE CITY OF NORFOLK
CITY PLANNING

February 3, 2016

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

Dear Mr. Frankenfield,

The Norfolk Department of City Planning has recently received an application by **NSJ FOUNDATION,** for a special exception to operate a used merchandise sales establishment at 953 N. Newtown Road, and located within one-half mile of the western corporate boundary of the City of Virginia Beach.

This item is tentatively scheduled for the Norfolk City Planning Commission public hearing to be held on February 25, 2016 at 2:30 p.m. in the City Council Chamber, 11th Floor, City Hall Building, Civic Center, Norfolk, Virginia.

If you would like additional information on the request, you may contact applicant, Wanda Gill at (757) 496-7890, drwanda777@yahoo.com, or you may telephone Matt Simons on my staff at (757) 664-4750, matthew.simons@norfolk.gov. A copy of the complete application is enclosed.

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

Sincerely,

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

cc: Matthew Simons, AICP, CZA, CFM (hand-delivered)

Blough, Christopher

From: Straley, Matthew
Sent: Wednesday, January 13, 2016 12:39 PM
To: 'ford0910@cox.net'; 'Bruce Erie'
Cc: Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Blough, Christopher
Subject: new Planning Commission application - 953 Newtown Road
Attachments: NSJ.pdf

Mr. Mason and Mr. Erie,

Attached please find the application for a special exception to operate a used merchandise sales establishment at 953 Newtown Road.

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

Should you have any questions, please e-mail or call *Chris Blough at (757) 664-6771, christopher.blough@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: Bruce Erie <bruce.erie@cox.net>
Sent: Monday, January 25, 2016 9:44 AM
To: Blough, Christopher
Cc: james wakefield; Simons, Matthew
Subject: 953 Newtown Road property

Good morning sir,
I am the President of the Maple Hall and Hollywood Homes Civic League. I received a notice from Mr. Matthew Simons about the Newtown Road property wanting to make this a thrift store for the church. We have no issue with this matter and wish them success.

Blough, Christopher

From: Bruce Erie <bruce.erie@cox.net>
Sent: Monday, January 18, 2016 10:23 PM
To: Straley, Matthew; Andre Mayounce; Cammy Perez; Darlene/John Long; Hilary (Buzz) Jones; Doug Maume; Dorothy Lancaster; james wakefield; Jason Thurston; Logan, Jeffrey; Jim Bateman; Laverne Johnson; Lionell Anthony; Mary Kirkpatrick; rob delsesto; Steven Turner; Walter/June Carter; Vicky Cartwright; Wanda Montes
Subject: Re: new Planning Commission application - 953 Newtown Road

We have no problem with the location 6352 Virginia Beach Boulevard changing the zoning to C-2 as long they do what they say about the light, the buffer wall behind buildings, and maintain the property (cut grass on time)

From: Straley, Matthew
Sent: Wednesday, January 13, 2016 12:38 PM
To: ford0910@cox.net ; Bruce Erie
Cc: Riddick, Paul ; Williams, Angelia M. ; Goldin, Jamie ; Blough, Christopher
Subject: new Planning Commission application - 953 Newtown Road

Mr. Mason and Mr. Erie,

Attached please find the application for a special exception to operate a used merchandise sales establishment at 953 Newtown Road.

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

Should you have any questions, please e-mail or call *Chris Blough at (757) 664-6771, christopher.blough@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: ford0910@cox.net
Sent: Wednesday, March 23, 2016 8:01 PM
To: Simons, Matthew
Cc: drwanda777@yahoo.com; Williams, Angelia M.; Riddick, Paul; Goldin, Jamie
Subject: New Planning Commission application - 953 Newtown Road

Matt, The Newtowne South Civic League Board has agreed to allow the special exception for using subject address to
sell used merchandise.

Ford Mason
Newtowne South Civic League
President
757-461-3862/408-9710

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception for a commercial drive-through at 7813 Shore Drive**

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

Approved: _____ **Item Number: R-6**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special exception – commercial drive-through

IV. **Applicant: Reg Mahoney**

V. **Description:**
- The property is located on Shore Drive, adjacent to the East Beach Marketplace Shopping Center.
- This request would allow a three-unit shopping center, with a commercial drive-through servicing the end unit.

Staff point of contact: Sarah Richards at 664-7470 or sarah.richards@norfolk.gov

Attachments:
- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Sarah G. Richards SGR

Staff Report	**Item No. 8**	
Address	**7813 Shore Drive**	
Applicant	**Reg Mahoney**	
Request	**Special Exception**	**Commercial drive-through**
Property Owner	Little Creek Holdings, LLC	
Site Characteristics	Site/Building Area	33,988 sq. ft. /4,218 sq. ft. (proposed)
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	N/A
	Character District	Suburban
Surrounding Area	North	C-3: CVS Pharmacy
	East	Virginia Beach Joint Expeditionary Base Little Creek-Fort Story
	South	R-13 (Moderately High Density Multi-Family): Park Towne Apartments Complex
	West	C-3: East Beach Marketplace Shopping Center

A. Summary of Request

- The property is located on Shore Drive, adjacent to the East Beach Marketplace Shopping Center.
- This request would allow a three-unit shopping center, with a commercial drive-through servicing the end unit.

B. Plan Consistency

- The proposed special exception is consistent with plaNorfolk2030, which designates this site as commercial.
- The Providing Transportation Options chapter of plaNorfolk2030 includes an action calling for the development of complete streets, including provisions for bicycles and pedestrians such as sidewalks, multi-use paths, or sharrows.
- In order to be fully consistent with plaNorfolk2030, site improvements should be included that further the implementation of complete streets.

C. Zoning Analysis

i. General

The use is permitted in the C-2 district by special exception.

ii. Parking

- For an eating establishment of this size located within the Suburban Character District, the *Zoning Ordinance* requires that the site provides a minimum of 1 parking space per 150 sq. ft. of building area.
  - The end unit with the proposed drive-through will be an eating establishment. The square footage of the unit is approximately 1,515 sq. ft. Therefore, 10 parking spaces will be required for this use.
  - The applicant proposes to accommodate 28 parking spaces on site for the three-unit, 4,218 sq. ft. building. The remaining two units will be commercial retail space.
  - The proposed number of parking spaces, based on the proposed square footage of the space, meets the required parking for eating establishments in the *Zoning Ordinance*.
  - Eating establishments with a commercial drive-through are required to have 6 stacking spaces behind the order box and 4 stacking spaces between the pickup window and order box.
  - The site plan submitted with this application shows 10 stacking spaces, and therefore meets the requirements of the *Zoning Ordinance* for stacking.

iii. Flood Zone

The property is located primarily in the X Flood Zone, with the front portion of the lot along Shore Drive partially in the X-Shaded and AE 7.6 Flood Zones.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that that this proposed restaurant with a drive through will generate 737 new vehicle trips per day.
- Neither Little Creek Road nor Shore Drive near the site are identified severely congested corridors 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), 21 (Little Creek) and 22 (Haygood) operating near the site.
- Shore Drive adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

This site is located within the Little Creek Elementary School, Azalea Middle School, and Lake Taylor High School Attendance Zones.

G. Environmental Impacts

- The construction of a fast food restaurant with a drive-through lane should not adversely impact the surrounding uses.
- The proposed facility will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.
- As part of the site redevelopment, increased landscaping will be installed around the perimeter of the site to screen the parking and will provide adequate buffering between the site and the multifamily residential property to the south.
- Because Shore Drive is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan, signage cautioning drivers entering and exiting the site to yield to bicycle and pedestrian traffic will be installed.
- Sidewalks along the Shore Drive portion of the site will be brought up to current standards or replaced.

H. AICUZ Impacts

Airport Noise Zone 1—low impact.

I. Surrounding Area/Site Impacts

There have been no calls for service to the site this year.

J. Payment of Taxes

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

K. Civic League

Notice was sent to the East Ocean View and Camellia Shores Civic Leagues on February 10.

L. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

M. Recommendation

Staff recommends **approval** of the special exception request, considering compliance with *Zoning Ordinance* requirements, subject to the conditions below:

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by MSA, P.C., dated 2/4/2016, entitled, "Conceptual Plan of 7813 Shore Drive," 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) Signage cautioning drivers entering and exiting the site to yield to bicycle and pedestrian traffic will be installed.

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

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

(e) All nonconforming fences and signs on the site shall be removed.

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

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

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

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

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

(k) No business license shall be issued until conditions (a), (d), (f), and (g) have all been implemented fully on the site.

Attachments

Location Map
Zoning Map
Application
Notice to the Civic Leagues

Proponents and Opponents

Proponents

Melissa Powers
MSA, PC
5033 Rouse Dr.
Virginia Beach, VA 23462

Opponents

None

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

SGR

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A COMMERCIAL DRIVE-THROUGH FOR A COMMERCIAL BUSINESS, NOT YET NAMED, ON PROPERTY LOCATED AT 7813 SHORE DRIVE.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Drive-Through for a commercial business, not yet named, on property located at 7813 Shore Drive. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 175 feet, more or less, along the western line of Shore Drive beginning 588 feet, more or less, from the southern line of East Little Creek Road and extending southwardly; premises numbered 7813 Shore Drive.

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

(a) The site shall be generally designed in accordance with the conceptual site plan prepared by MSA, P.C., dated February 4, 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) Signage shall be installed cautioning drivers entering and exiting the site to yield to bicycle and pedestrian traffic.

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

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

(e) All nonconforming fences and signs on the site shall be removed.

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

(g) All dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

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

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

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

(k) No business license shall be issued until conditions (a), (b), (f) and (g) have all been implemented fully on the site.

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

(a) The proposed use and development will be in harmony with the objectives and policies of the adopted General Plan of Norfolk and with the general and

specific purposes for which this ordinance was enacted and for which the regulations of the district in question were established;

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

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

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

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

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

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

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

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

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

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

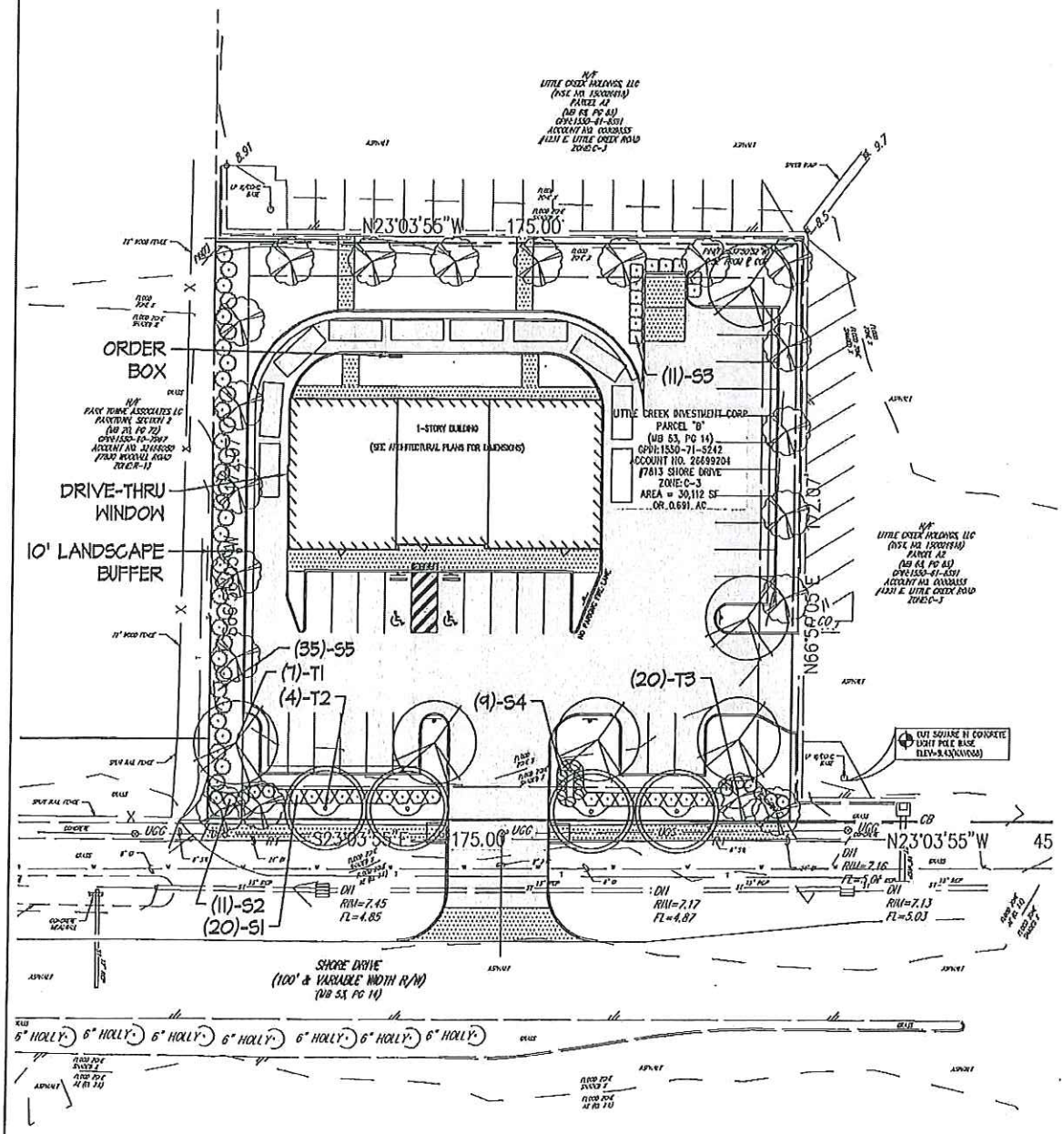
Section 4:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

NOTES:

1. THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X" AND "SHADED X" AS SHOWN ON PANEL 0070F OF THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF NORFOLK, VIRGINIA, COMMUNITY NO.: 510104, DATED 9-2-09.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT SHOW ANY/ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT THE PROPERTY AS SHOWN. PROPERTY IS SUBJECT TO RIGHT-OF-WAY, EASEMENTS, COVENANTS AND ALL MATTERS OF PUBLIC RECORDS.



40 0 40 80

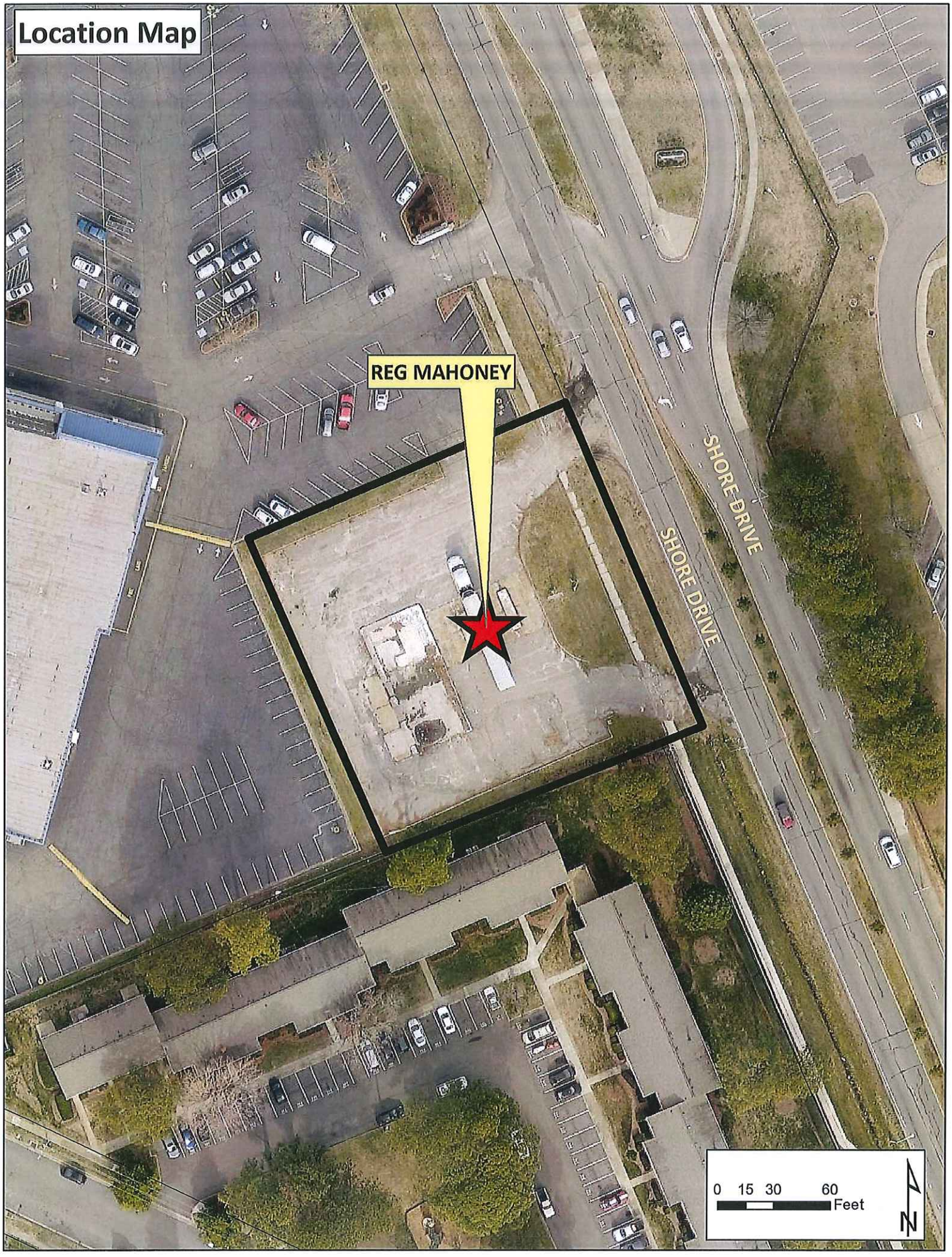
1 INCH = 40 FT

CONCEPTUAL PLAN
OF
7813 SHORE DRIVE
GPIN 1550-71-5242
PARCEL B
NORFOLK, VIRGINIA
FOR
LITTLE CREEK INVESTMENT CORP.

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

DATE: 02/04/16
DRAFT: MJP
CHK'D BY: DMW

PROJ# 15235
SHEET 2 OF 2


Location Map
REG MAHONEY
SHORE DRIVE
SHORE DRIVE
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Feet
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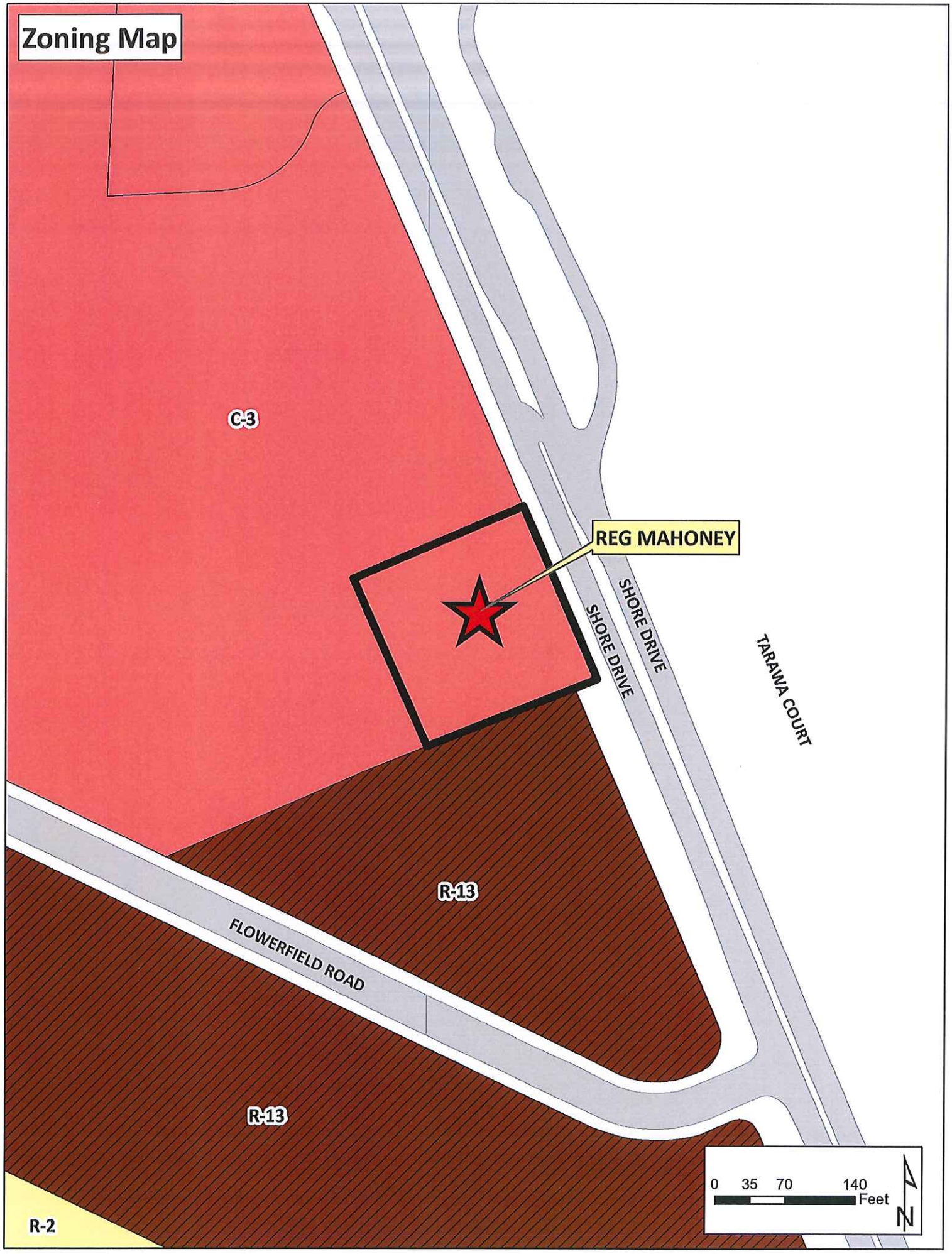
Zoning Map
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REG MAHONEY
SHORE DRIVE
SHORE DRIVE
TARAWA COURT
R-13
FLOWERFIELD ROAD
R-13
R-2
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APPLICATION
SPECIAL EXCEPTION

Special Exception for: Commercial Drive-Thru

Date of application: 2/4/16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 7813 (Street Name) Shore Drive

Existing Use of Property commercial

Current Building Square Footage

Proposed Use

A three (3) unit, 4,218 square foot building for retail and/or restaurant tenants. One end unit of commercial building will have a drive through.

Proposed Square Footage 4,218 SF

Proposed Hours of Operation:

Weekday	From	4:30 am	To	1:00 am
Friday	From	4:30 am	To	1:00 am
Saturday	From	4:30 am	To	1:00 am
Sunday	From	4:30 am	To	1:00 am

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) Mahoney (First) Reg (MI) M

Mailing address of applicant (Street/P.O. Box): 700 Independence Blvd, Suite 202

(City) Virginia Beach (State) VA (Zip Code) 23455

Daytime telephone number of applicant (757) 499-4601 Fax (757) 499-4603

E-mail address of applicant: reg@lcic700.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) Powers (First) Melissa (MI) J

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

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

Daytime telephone number of applicant (757) 490-9264 Fax (757) 490-0634

E-mail address of applicant: melissa.powers@msaonline.com

PROPERTY OWNER

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

3. Name of property owner: (Last) Little Creek Investment Corp. (First) (MI)

Mailing address of property owner (Street/P.O. box): 700 Independence Blvd, Suite 202

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

Daytime telephone number of owner (757) 499-4601 email: reg@lcic700.com

CIVIC LEAGUE INFORMATION

Civic League contact: Camella Shores, Ray Decco & East Ocean View, John Greene

Date(s) contacted:

Ward/Super Ward information: Ward 5, Tommy Smigel, Jr. & Super Ward 6, Barclay Winn

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: R.M. MAHONEY **Sign:** [signature] 14 FEB 2016
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

Print name: Melissa J Powers **Sign:** [signature] 12/4/16
(Authorized Agent Signature) (Date) 2/24/16

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

NOTES:

1. THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X" AND "SHADED X" AS SHOWN ON PANEL 0070F OF THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF NORFOLK, VIRGINIA, COMMUNITY NO.: 510104, DATED 9-2-09.
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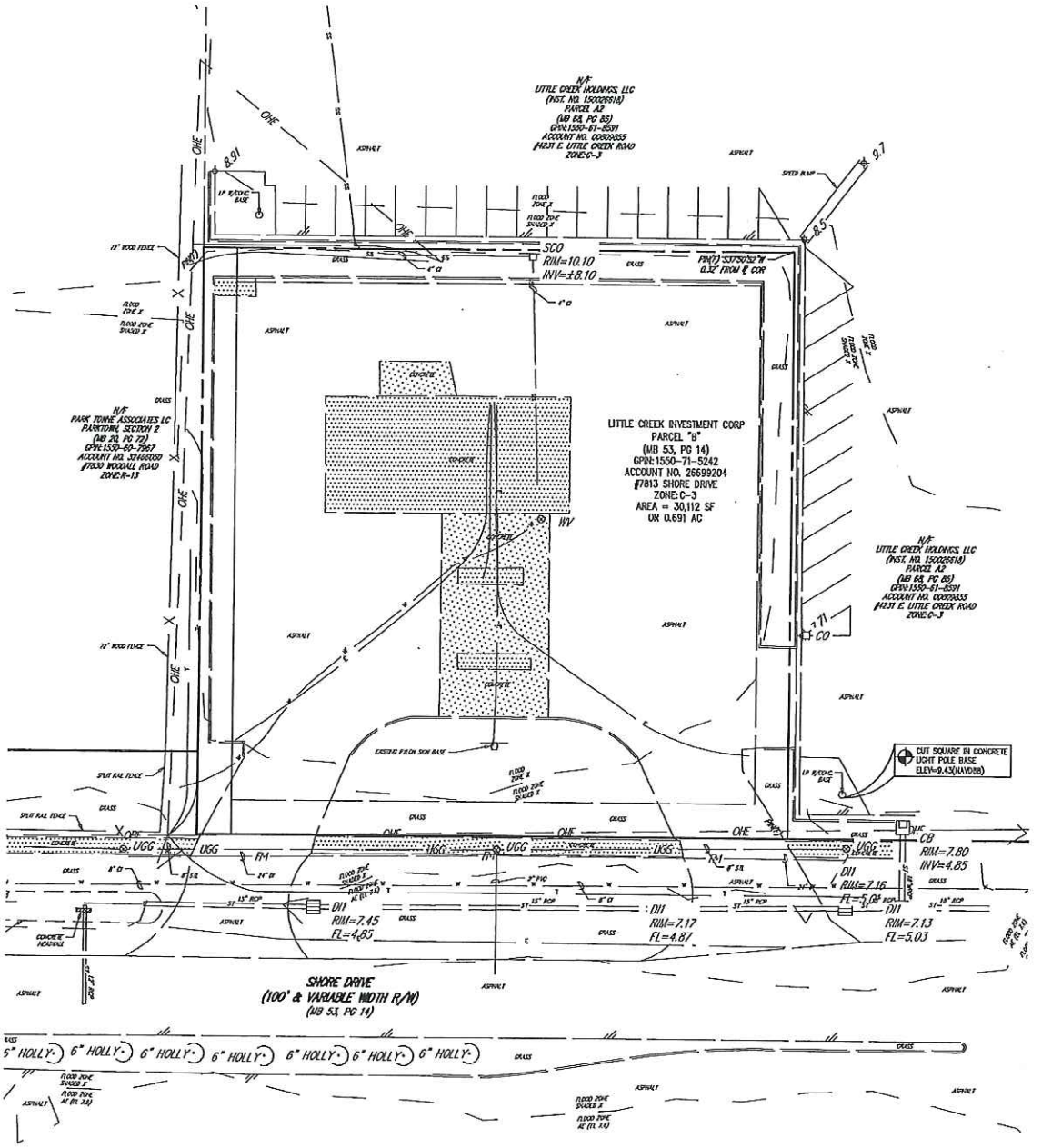

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www.msaonline.com

DATE: 02/04/16
DRAFT: MJP
CHK'D BY: DMW

PROJ# 15235
SHEET 1 OF 2

Richards, Sarah

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 12:07 PM
To: greenie4720@yahoo.com; marydwh@msn.com
Cc: Smigiel, Thomas; Winn, Barclay; Herbst, James; Richards, Sarah
Subject: new Planning Commission application - 7813 Shore Drive
Attachments: Jimmy Johns.pdf

Mr. Greene and Ms. Haas,

Attached please find the application for a special exception to operate a commercial drive-through at 7813 Shore Drive.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Sarah Richards at (757) 664-7470, sarah.richards@norfolk.gov*

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Richards, Sarah

From: Melissa Powers <melissa.powers@msaonline.com>
Sent: Wednesday, March 02, 2016 2:25 PM
To: Richards, Sarah
Subject: East Beach Outparcel Parking requirements

Sarah,

Per our conversation:

Eating Establishment 1 space/150 square feet = 1515 sf/150 = 10.1
Commercial 1 space/250 square feet = 2701 sf/250 = 10.8

Total required 22
Total spaces provided 28

Please let me know if you need anything else.

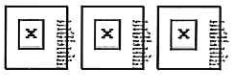
Melissa

Melissa J. Powers
Civil Design Technician III

MSA, P.C.
5033 Rouse Drive
Virginia Beach, VA 23462-3708
Office: 757-490-9264
Melissa.Powers@MSAonline.com

Certified Veteran Enterprise - Veteran Owned Small Business
Environmental Sciences • Planning • Surveying
Civil & Environmental Engineering • Landscape Architecture

Connect with us



City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exceptions to operate an Eating and Drinking Establishment and a Commercial Recreation Center (arcade video game room) at 4012 Colley Avenue – The Dirty Buffalo**

Reviewed: _____ **Ward/Superward: 2/7**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: R-7**
Marcus D. Jones, City Manager

I. **Staff Recommendation:** **Approval** of both requests.

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

III. **Request:** Special Exceptions to operate an Eating and Drinking Establishment and a Commercial Recreation Center (arcade video game room).

IV. **Applicant:** **The Dirty Buffalo**

V. **Description:**

- The site is located on the southeast corner of Colley Avenue and West 41st Street between the Highland Park and Colonial Place neighborhoods.
- Granting this request will allow The Dirty Buffalo, an existing restaurant with alcohol, to relocate to this site, which was most recently occupied by Pancho-N-Luigi's.
    - The Dirty Buffalo is currently located at 4110 Colley Avenue.
- This request would also allow The Dirty Buffalo to provide a game room with twelve stand-up arcade game machines within the restaurant.
- A special exception for a commercial recreation center is required anytime an establishment proposes to have more than four games of recreation or amusement, including video games.
    - The restaurant proposes to have a game room with twelve stand-up arcade game machines.

VI. **Historic Resources Impacts:**

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

VII. **Public Schools Impacts:**

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

	Previous (Pancho-N-Luigi's)	Proposed (The Dirty Buffalo)
Hours of Operation and hours for the Sale of Alcoholic Beverages	11:00 a.m. until 2:00 a.m., Seven days a week	Same (no entertainment)
Capacity	132 seats indoors 36 seats outdoors 214 total capacity	140 seats indoors 14 seats outdoors 184 total capacity

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinances
- Letter of support – Highland Park Civic League

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

for Executive Secretary: George M. Homewood, AICP, CFM

Planner: Matthew Simons, AICP, CZA, CFM M.S.

Staff Report	**Item No. 14**	
Address	**4012 Colley Avenue**	
Applicant	**The Dirty Buffalo**	
Requests	**Special Exceptions**	**a. Eating and drinking establishment** **b. Commercial recreation center**
Property Owner	James M. Boyce	
Site Characteristics	Site/Building Area	23,000 sq. ft./5,392 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Highland Park/Colonial Place
	Character District	Traditional
Surrounding Area	North	C-2: Wing Soon Oriental Restaurant
	East	R-8 (Single-Family): single-family homes
	South	C-2: Bernstein's Gallery art supplies
	West	C-2: Vacant land

A. Summary of Request

- The site is located on the southeast corner of Colley Avenue and West 41st Street between the Highland Park and Colonial Place neighborhoods.
- Granting this request will allow The Dirty Buffalo, an existing restaurant with alcohol, to relocate to this site, which was most recently occupied by Pancho-N-Luigi's.
    - The Dirty Buffalo is currently located at 4110 Colley Avenue.
- This request would also allow The Dirty Buffalo to provide a game room with twelve stand-up arcade game machines within the restaurant.

B. Plan Consistency

- The proposed special exceptions are consistent with *plaNorfolk2030*, which designates this site as commercial.
- The *Central Hampton Boulevard Area Plan* identifies this site as a location for office, research, retail, or multi-unit residential.
    - The plan calls for parking lot areas to be screened from the street with fencing or plantings of up to four feet in height and for street trees or landscaping to be installed between the street edge and the sidewalk.
- In order to be fully consistent with *plaNorfolk2030*, a condition will be added to the special exception requiring the installation and maintenance of a planting strip with a fence, wall, or hedge along the rear edge of the sidewalk fronting Colley Avenue to properly screen the parking areas.
    - The applicant has provided a site plan that meets this condition and it will be a requirement of the proposed special exception to install and maintain the landscaping shown on the site plan prior to the issuance of any business license.

C. Zoning Analysis

i. <u>General</u>

- The uses are permitted in the C-2 district by special exception.

	Previous (Pancho-N-Luigi's)	Proposed (The Dirty Buffalo)
Hours of Operation and hours for the Sale of Alcoholic Beverages	11:00 a.m. until 2:00 a.m., Seven days a week	Same (no entertainment)
Capacity	132 seats indoors 36 seats outdoors 214 total capacity	140 seats indoors 14 seats outdoors 184 total capacity

- Special exception history:

City Council Approval	Applicant	Request
1999	Meridee Mullaney	Initial application for an entertainment establishment
2001	Enrico's Restaurante	New eating and drinking establishment
2002	Enrico's Restaurante	Amendment to add entertainment
2011	Phoenix Bar and Grill	New Entertainment establishment
2014	Pancho-N-Luigi's	New entertainment establishment
Pending	The Dirty Buffalo	New establishment: a. Eating and drinking b. Commercial recreation center

- A special exception for a commercial recreation center is required anytime an establishment proposes to have more than four games of recreation or amusement, including video games.
  - The restaurant proposes to have a game room with twelve stand-up arcade game machines.

ii. Parking

- The site is located in the Traditional Character District which requires one parking space per 175 square feet of building area.
  - 31 parking spaces are required and 31 are provided on site.
  - In order to meet the bike parking requirements for a commercial space of this size, a bike rack will be required to be installed on the site, sufficient to accommodate at least four bicycles.

iii. Flood Zone

- The property is located in the X (Shaded) and AE flood zones, which are moderate and high-risk flood zones.
  - The building is located completely outside the AE high-risk flood zone; flood mitigation will not be required when improvements are made to the building.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that this restaurant will generate 39 additional vehicle trips per day by increasing total indoor seating at this location by 8 seats above currently approved levels.
- Colley Avenue near the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.

- The site is near transit services with Hampton Roads Transit bus route 4 (Church) operating on 38th Street near the site.
- Colley Avenue adjacent to the site is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
  - A priority shared lane is proposed in the Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

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

G. Environmental Impacts

- The previous operator, Pancho-N-Luigi's, made significant site/landscape improvements through the special exception process.
  - The site will be required to maintain the site improvements, which include replacing/maintaining the landscaping.
  - The wooden enclosure is nonconforming to current Zoning requirements and has continued to fall into disrepair.
    - A masonry dumpster enclosure will be required to surround the dumpster in the rear parking lot.
- By requiring the uses to conform to the conditions listed below, the proposed restaurant should not have a negative effect on the surrounding area.

H. Surrounding Area/Site Impacts

- Over the past year there have been six calls for police service with one arrest made.
  - The arrest concerned the service of a warrant.
- Since the outdoor dining will be located on the west side of the building facing Colley Avenue, the outdoor dining will not have any direct residential exposure.
- A condition will be included which limits the hours of any amplified sound to no later than 11:00 p.m. Sunday through Thursday, and 12:00 midnight on Friday and Saturday.
  - This condition was originally added to a previously approved special exception for an Entertainment Establishment at this location, in response to neighborhood concerns that were stated at the time.

I. Payment of Taxes

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

J. Civic League

- Notice was sent to the Highland Park and Colonial Place/Riverview Civic Leagues on February 10.
- A letter of support was received from the Highland Park Civic League on March 11.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

Staff recommends **approval** of both special exception requests subject to the conditions shown below:

Eating and Drinking Establishment conditions

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be from 11:00 a.m. until 2:00 a.m., seven days a week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 140 seats indoors, 14 seats outdoors, and the total occupant capacity, including employees, shall not exceed 184 people. The use authorized by this special exception shall not commence until a certificate of occupancy reflecting these limits has been issued by the Department of Planning.

(c) No amplified sound shall be permitted in any outdoor area, including the outdoor dining area, after 11:00 p.m. Sunday through Thursday nor after 12:00 midnight on Friday and Saturday.

(d) The site shall be improved and maintained to meet all the criteria, including landscaping, identified in the attached site plan by Robyn Thomas Architecture, dated February 2, 2016, set forth in "Exhibit C," and attached hereto. The landscaping shall be maintained in accordance with the approved Central Hampton Boulevard Area Plan, to include plantings that form a continuous hedge along the rear edge of the sidewalk along Colley Avenue no less than three (3) feet and no greater than four (4) feet in height, and street trees within the landscape verge between the sidewalk and curb along Colley Avenue.

(e) A dumpster enclosure shall be installed to surround the dumpster on the site. The dumpster enclosure shall consist of masonry walls that complement the existing building, and the enclosure shall be gated, sufficient to screen the visibility of the dumpster from any public right-of-way.

(f) A bicycle facility or rack, sufficient to accommodate at least four bicycles, shall be installed on the site in accordance with the requirements set forth in section 15-6 "Bicycle parking," of the *Zoning Ordinance of the City of Norfolk*, 1992, as amended.

(g) No tree shall be removed from or installed in the public right-of-way without first securing a permit issued by the Department of Parks and Urban Forestry.

(h) A buffer shall be maintained along those portions of the property abutting Mayflower Road in accordance with the requirements of Chapter 17, "Landscape Plantings and Buffers," of the Zoning Ordinance of the City of Norfolk, 1992, as amended.

(i) No portion of the outdoor dining area shall be enclosed and any covering must leave the dining space open on at least three sides and no portion of the outdoor dining area shall be heated or cooled.

(j) 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 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.

(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, solid waste, snow, ice, and any bodily discharge.

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

(u) 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.

(v) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

(w) No business license shall be issued for any business on the property until conditions (d), (e) and (f) above, have been complied with in their entirety.

Commercial Recreation Center conditions

(a) The hours of operation for the use of the property as a *Recreation Center, Commercial* shall be from 11:00 a.m. until 2:00 a.m., seven days a week.

(b) There shall be no more than twelve stand-up arcade video games provided and no other games of recreation or amusement shall be provided unless the total number of games of recreation or amusement does not exceed twelve.

(c) All games of recreation or amusement shall only be located within the game room as indicated on the floor plan attached hereto and marked as "Exhibit A."

(d) A bicycle facility or rack, sufficient to accommodate at least four bicycles, shall be installed on the site in accordance with the requirements set forth in section 15-6 "Bicycle parking," of the *Zoning Ordinance of the City of Norfolk*, 1992, as amended.

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

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

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

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

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

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Applications
Notice to the Highland Park and Colonial Place/Riverview Civic Leagues
Letter of support – Highland Park Civic League

Proponents and Opponents

Proponents
Steve Stritzl
717 Kerri Court
Chesapeake, VA 23320

Opponents
None

03/21/2016 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 EATING AND DRINKING ESTABLISHMENT NAMED "THE DIRTY BUFFALO" ON PROPERTY LOCATED AT 4012 COLLEY AVENUE.

- - -

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

Section 1:- That a Special Exception is hereby granted to The Dirty Buffalo Restaurant, LLC authorizing the operation of an eating and drinking establishment named "The Dirty Buffalo" on property located at 4012 Colley Avenue. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 125 feet, more or less, along the eastern line of Colley Avenue and 185 feet, more or less, along the southern line of West 41st Street; property also fronts 100 feet, more or less, along the western line of Mayflower Road; premises numbered 4012 Colley Avenue.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages shall be limited to 11:00 a.m. until 2:00 a.m. the following morning, seven days per week. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 140 seats indoors, 14 seats outdoors, and the total occupant capacity, including employees, shall not exceed 184 people.

(c) No amplified sound shall be permitted in any outdoor area, including the outdoor dining area,

after 11:00 p.m. Sunday through Thursday nor after 12:00 midnight on Friday and Saturday.

(d) The site shall be improved and maintained to meet all the criteria, including landscaping, identified in the attached site plan prepared by Robyn Thomas Architecture, dated February 2, 2016, attached hereto and marked as "Exhibit B," and attached hereto. The landscaping shall be maintained in accordance with the approved Central Hampton Boulevard Area Plan, to include plantings that form a continuous hedge no less than three (3) feet and no greater than four (4) feet in height located along the rear edge of the sidewalk along Colley Avenue, and street trees within the landscape verge between the sidewalk and curb along Colley Avenue.

(e) All dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

(f) A bicycle facility or rack sufficient to accommodate at least four (4) bicycles shall be installed on the site in accordance with the requirements set forth in section 15-6 of the Zoning Ordinance of the City of Norfolk, 1992, entitled "Bicycle parking."

(g) No tree shall be removed from or installed in the public right-of-way without first securing a permit issued by the Department of Parks and Urban Forestry.

(h) A buffer shall be maintained along those portions of the property abutting Mayflower Road in accordance with the requirements of Chapter 17 of the Zoning Ordinance of the City of Norfolk, 1992, entitled "Landscape Plantings and Buffers."

(i) 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.

(j) 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.

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

(u) 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.

(v) A copy of this special exception ordinance and

Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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 the Special Exception granted hereby amends the previously granted special exception permitting an entertainment establishment on this property, and all provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

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

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

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

d/b/a The Dirty Buffalo

Date 2/4/16

Trade name of business The Dirty Buffalo Restaurant, LLC

Address of business 4012 Colley Ave (Proposed); 4110 Colley Ave. (Current)

Name(s) of business owner(s)* Russell Gilbert, Stephanie Gilbert, Gary Novak

Name(s) of property owner(s)* Sharon Simón, Executor of Estate of James Boyce

Daytime telephone number (757) 359-0614

*If business or property owner is 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			
Weekday	From 11 AM	To 2 AM		Weekday	From 11 AM	To 2 AM	
Friday	From 11 AM	To 2 AM		Friday	From 11 AM	To 2 AM	
Saturday	From 11 AM	To 2 AM		Saturday	From 11 AM	To 2 AM	
Sunday	From 11 AM	To 2 AM		Sunday	From 11 AM	To 2 AM	

2. Type of ABC license applied for (check all applicable boxes)
   ☒ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
   ☒ Beer ☒ Wine ☒ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
   (Entertainment consists of anything more than one, unamplified musician)
   ☐ Yes (Different application required) ☒ No

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

Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
☒ Yes (If more than 4, additional application required) ☐ No

5a. If yes, please describe type and number of each game to be provided

Up to 12 video games

6. Will patrons ever be charged to enter the establishment?
☐ Yes ☒ No

6a. If yes, why

6b. Which days of the week will there be a cover charge (circle all applicable days)?

Monday Tuesday Wednesday Thursday Friday

Saturday Sunday

7. Will the facility or a portion of the facility be available for private parties?
☒ Yes ☐ No

7a. If yes, explain

Birthdays, corporate events, Social events

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

8a. If yes, explain

9. 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
(Revised January 2015)

Eating and Drinking Establishment

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

Operating family-friendly restaurant at 4110 Colley Ave. for 4 years

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

Signature of Applicant

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

(Revised January 2015)

Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. **Indoor**
   Number of seats (not including bar seats) 127
   Number of bar seats 13
   Standing room 15

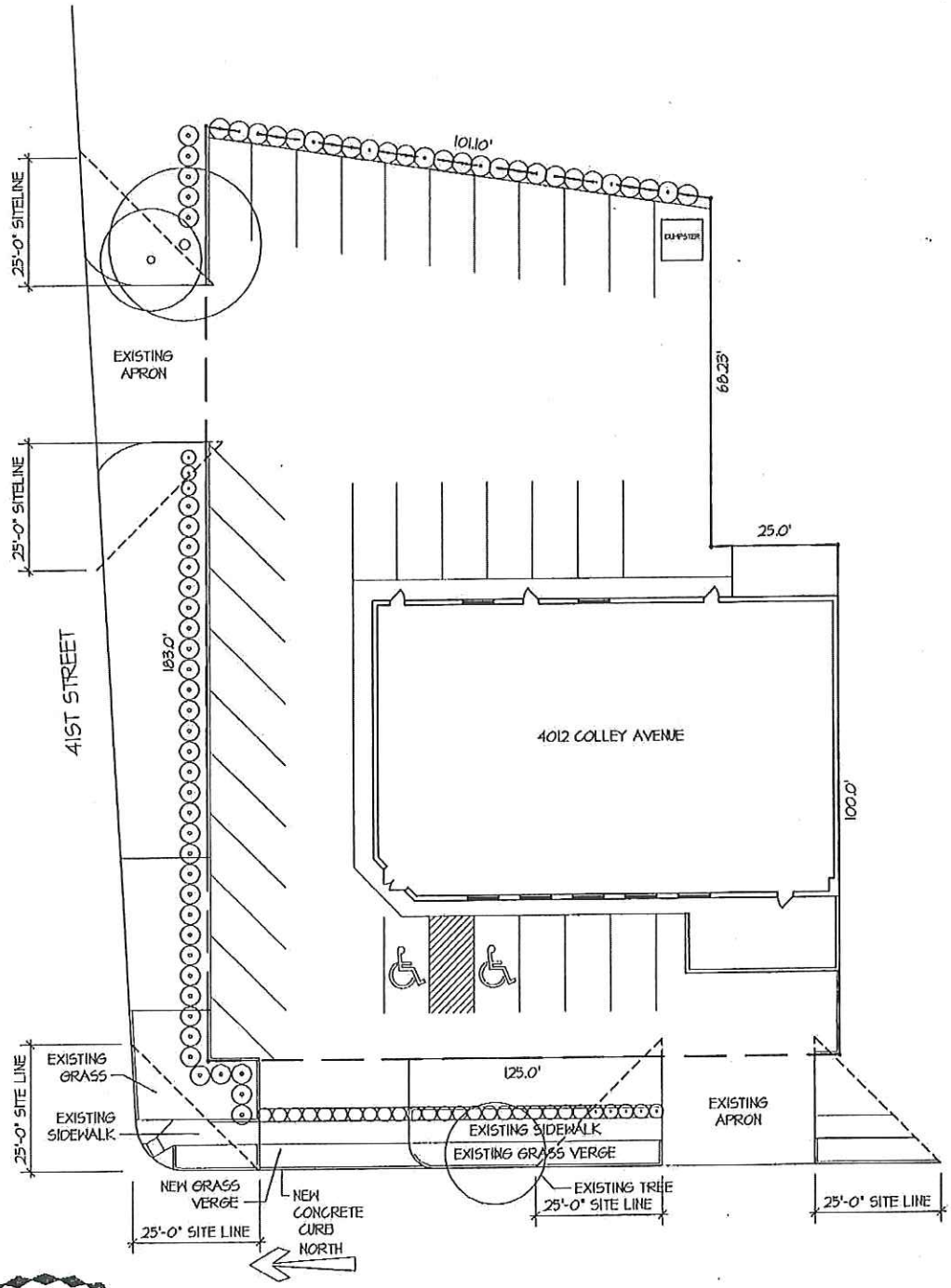
b. **Outdoor**
   Number of seats 14

c. **Number of employees** 15

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 184

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

Exhibit B



ARCHITECTURAL SITE PLAN: 4012 COLLEY AVE, NORFOLK, VA

1" = 30'-0"

COMMONWEALTH OF VIRGINIA
2-2-2016
ROBYN J. THOMAS
No. 7487
ARCHITECT

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

03/21/2016 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 THE OPERATION OF A COMMERCIAL RECREATION CENTER KNOWN AS "DIRTY BUFFALO" ON PROPERTY LOCATED AT 4012 COLLEY AVENUE.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Recreation Center known as "Dirty Buffalo" on property located at 4012 Colley Avenue. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 125 feet, more or less, along the eastern line of Colley Avenue and 185 feet, more or less, along the southern line of West 41st Street; property also fronts 100 feet, more or less, along the western line of Mayflower Road; premises numbered 4012 Colley Avenue.

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

(a) The hours of operation for the Commercial Recreation Center shall be limited to 11:00 a.m. until 2:00 a.m. the following morning, seven days per week. No use of the facility outside of the hours of operation listed herein shall be permitted.

(b) There shall be no more than 12 gaming devices. No additional recreational games are permitted.

(c) All games and game devices shall only be played and located in the game room area indicated on the floor plan attached hereto and marked as "Exhibit A."

(d) Notwithstanding any other regulations pertaining to

temporary window signage within Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992, no less than 85% of the glass areas of the ground floor of the building shall be transparent as defined in the Zoning Ordinance.

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

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

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

(h) The facility shall maintain a current, active business license at all times while 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.

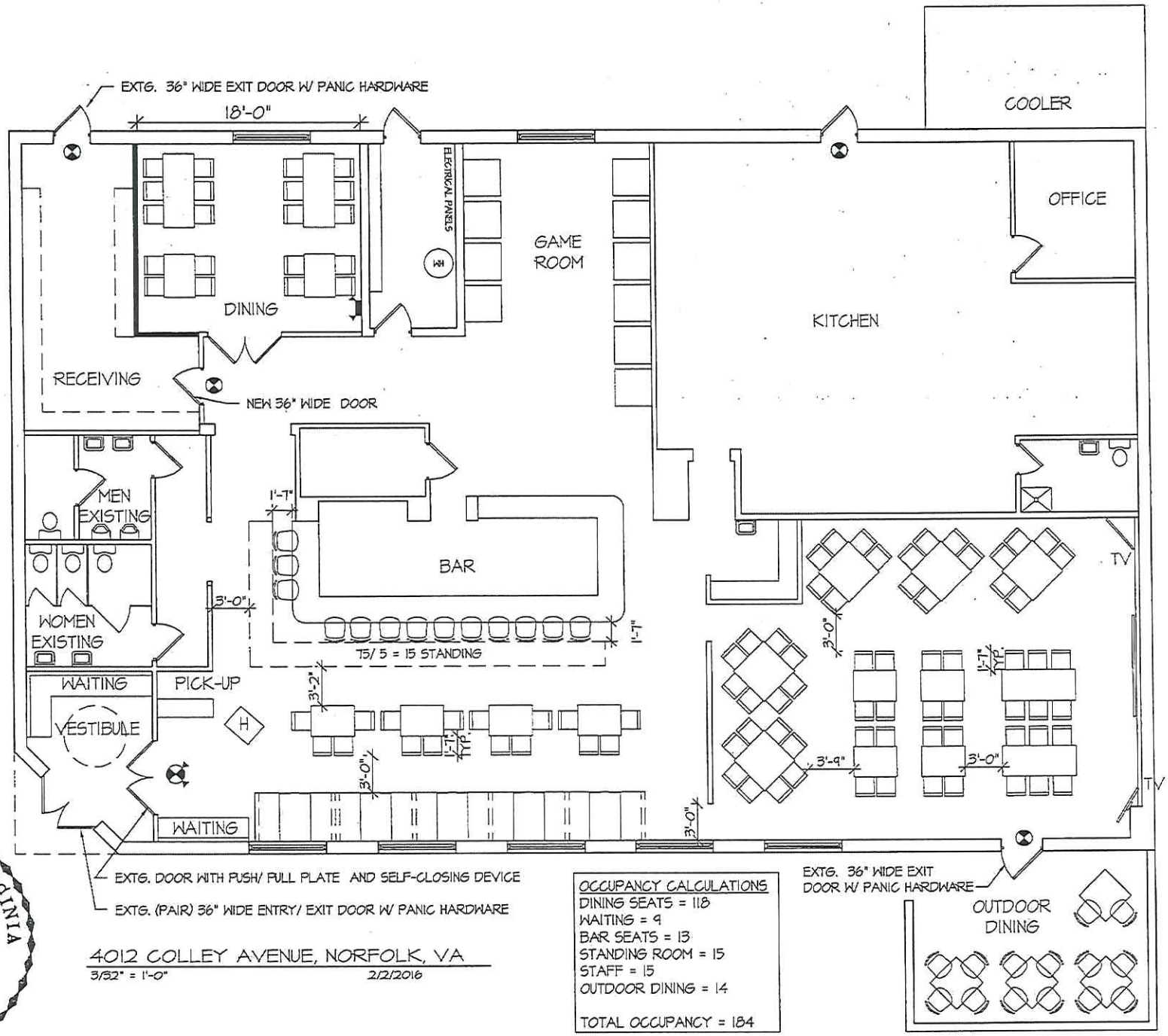
ATTACHMENT:
Exhibit A (1 page)

Exhibit A

ROBYN THOMAS
ARCHITECTURE

913 W. 21st Street, Suite C
Norfolk, VA23517

Ofc: 757.622.7100
Fax: 757.640.1014

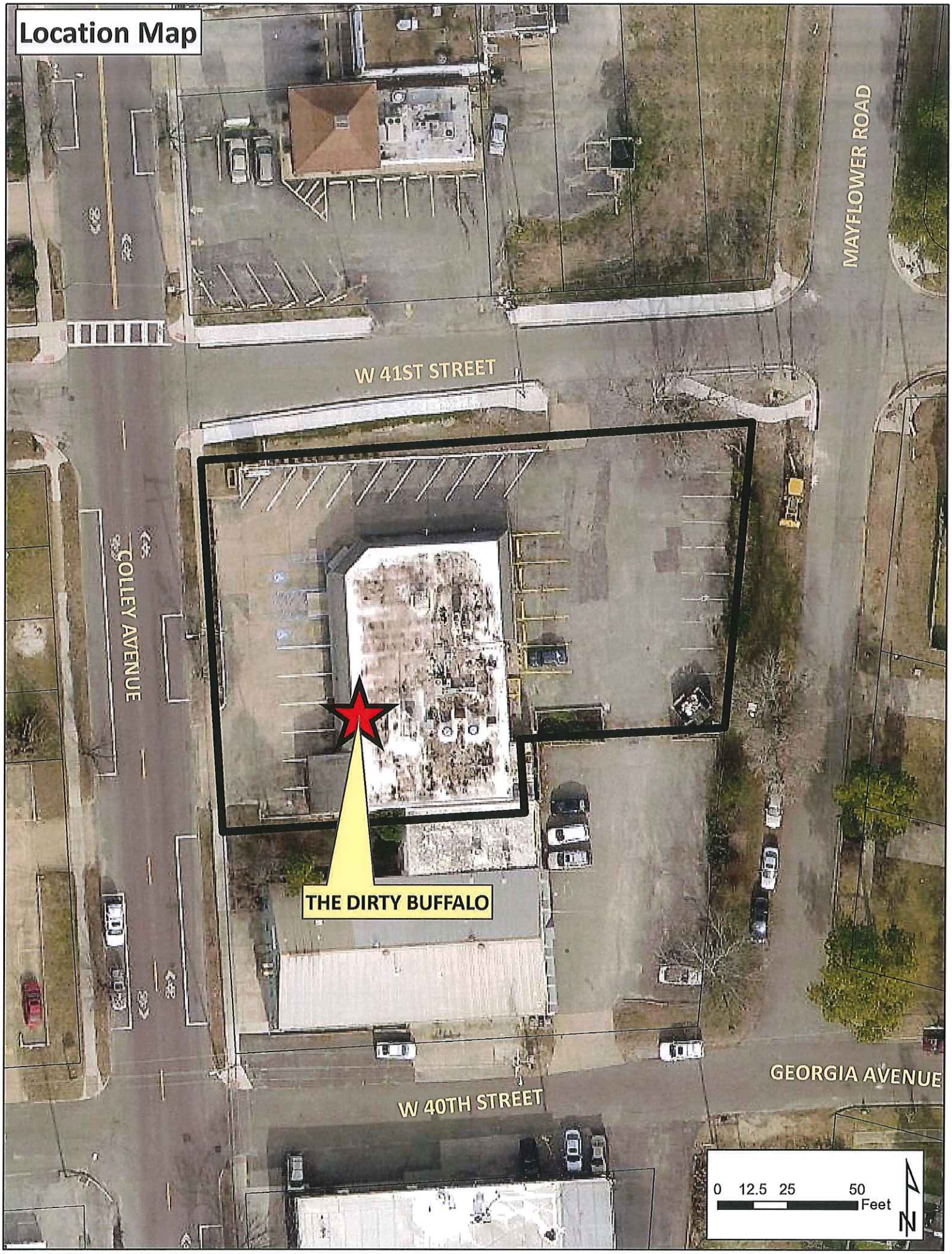


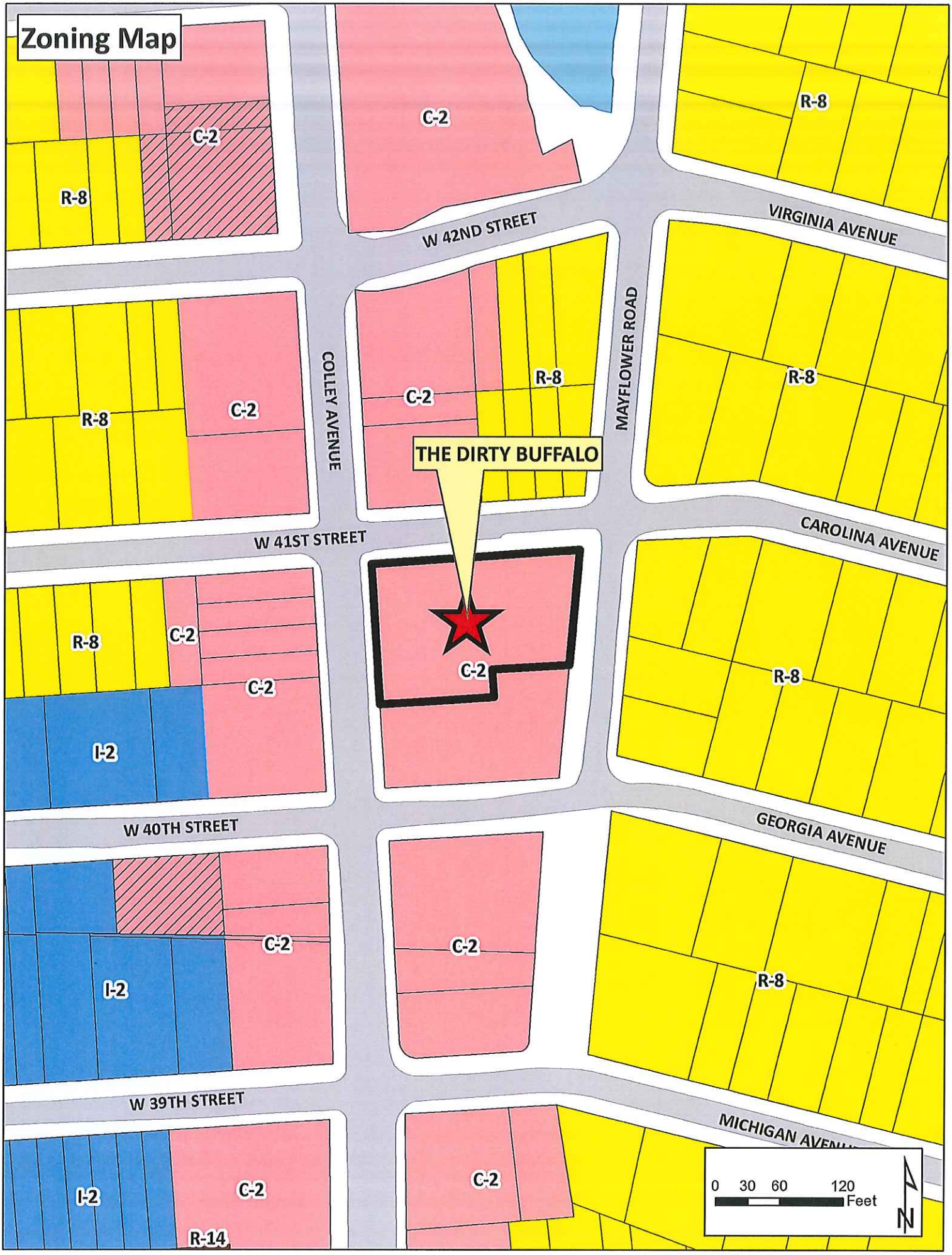
COMMONWEALTH OF VIRGINIA
2-2-2016
ROBYN J. THOMAS
No. 7487
ARCHITECT

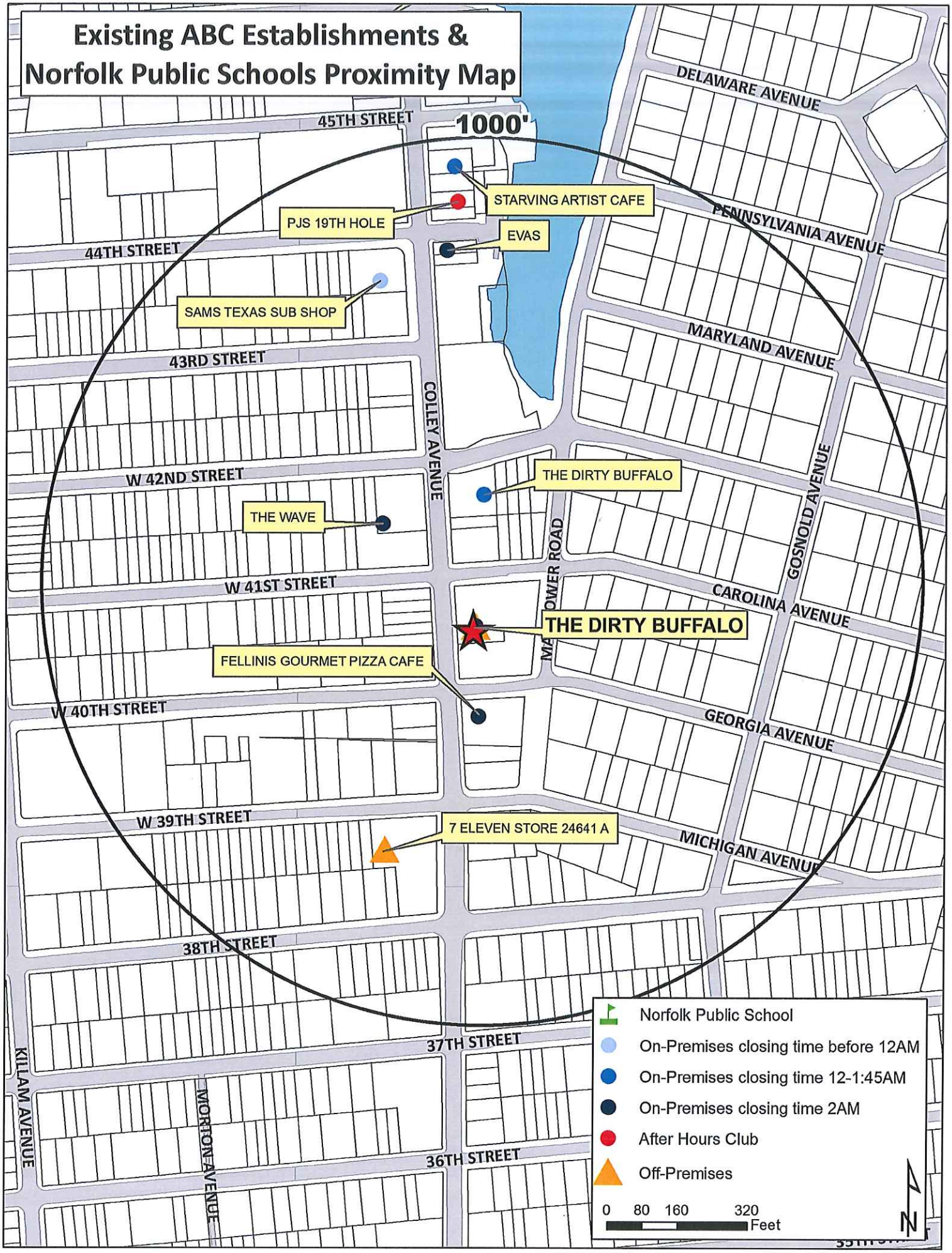
4012 COLLEY AVENUE, NORFOLK, VA

3/32" = 1'-0" 2/2/2016

OCCUPANCY CALCULATIONS
DINING SEATS = 118
WAITING = 9
BAR SEATS = 13
STANDING ROOM = 15
STAFF = 15
OUTDOOR DINING = 14
TOTAL OCCUPANCY = 184


Location Map
MAYFLOWER ROAD
W 41ST STREET
COLLEY AVENUE
THE DIRTY BUFFALO
GEORGIA AVENUE
W 40TH STREET
0 12.5 25 50
Feet
N


Zoning Map
C-2
R-8
W 42ND STREET
VIRGINIA AVENUE
COLLEY AVENUE
MAYFLOWER ROAD
THE DIRTY BUFFALO
W 41ST STREET
CAROLINA AVENUE
I-2
W 40TH STREET
GEORGIA AVENUE
W 39TH STREET
MICHIGAN AVENU
R-14
0 30 60 120
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
45TH STREET
44TH STREET
43RD STREET
W 42ND STREET
W 41ST STREET
W 40TH STREET
W 39TH STREET
38TH STREET
37TH STREET
36TH STREET
DELAWARE AVENUE
PENNSYLVANIA AVENUE
MARYLAND AVENUE
CAROLINA AVENUE
GEORGIA AVENUE
MICHIGAN AVENUE
COLLEY AVENUE
MAYFLOWER ROAD
GOSNOLD AVENUE
KILLAM AVENUE
MORTON AVENUE
STARVING ARTIST CAFE
PJS 19TH HOLE
EVAS
SAMS TEXAS SUB SHOP
THE DIRTY BUFFALO
THE WAVE
THE DIRTY BUFFALO
FELLINIS GOURMET PIZZA CAFE
7 ELEVEN STORE 24641 A
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 2/4/16

DESCRIPTION OF PROPERTY

Address 4012 Colley Avenue

Existing Use of Property Vacant

Proposed Use Restaurant

Current Building Square Footage 5392

Proposed Building Square Footage 5392

Trade Name of Business (if applicable) The Dirty Buffalo

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

1. Name of applicant: (Last) Gilbert (First) Russell (MI) K

Mailing address of applicant (Street/P.O. Box): 211 Sinclair St.

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

Daytime telephone number of applicant ( ) 757-359-0614 Fax ( ) N/A

E-mail address of applicant: thedirtybuffalo@gmail.com

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

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

2. Name of applicant: (Last) Gilbert (First) Stephanie (MI) N

Mailing address of applicant (Street/P.O. Box): 211 Sinclair St.

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

Daytime telephone number of applicant ( ) 757-628-5622 Fax ( ) 757-628-5566

E-mail address of applicant: sgilbert@wilsav.com

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

Estate of James Boyce, Executrix

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

Mailing address of property owner (Street/P.O. box): 1408 Beecher Court

(City) Virginia Beach (State) VA (Zip Code) 23456

Daytime telephone number of owner (757)652-6867 email: sharonsimon@realestategrp.com

CIVIC LEAGUE INFORMATION

Civic League contact: John Robertson, CPRV

Date(s) contacted: 1/28, 2/4

Ward/Super Ward information: Dr. Theresa Whibley

REQUIRED ATTACHMENTS

- Required application fee, $355.00 (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- 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.
- Completed Exhibit A, Description of Operations (attached)

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: Sharon Simón, **Sign:** Sharon Simón 12/4/2016
(Property Owner) (Date)
Executor of Estate of James M. Boyce

Print name: Russell Gilbert **Sign:** Russell Gilbert 2/3/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Stephanie Gilbert **Sign:** Stephanie Gilbert 2/4/16
(Authorized Agent Signature) (Date)

REQUIRED ATTACHMENTS

- Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
    - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- 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.
- Completed Exhibit A, Description of Operations (attached)

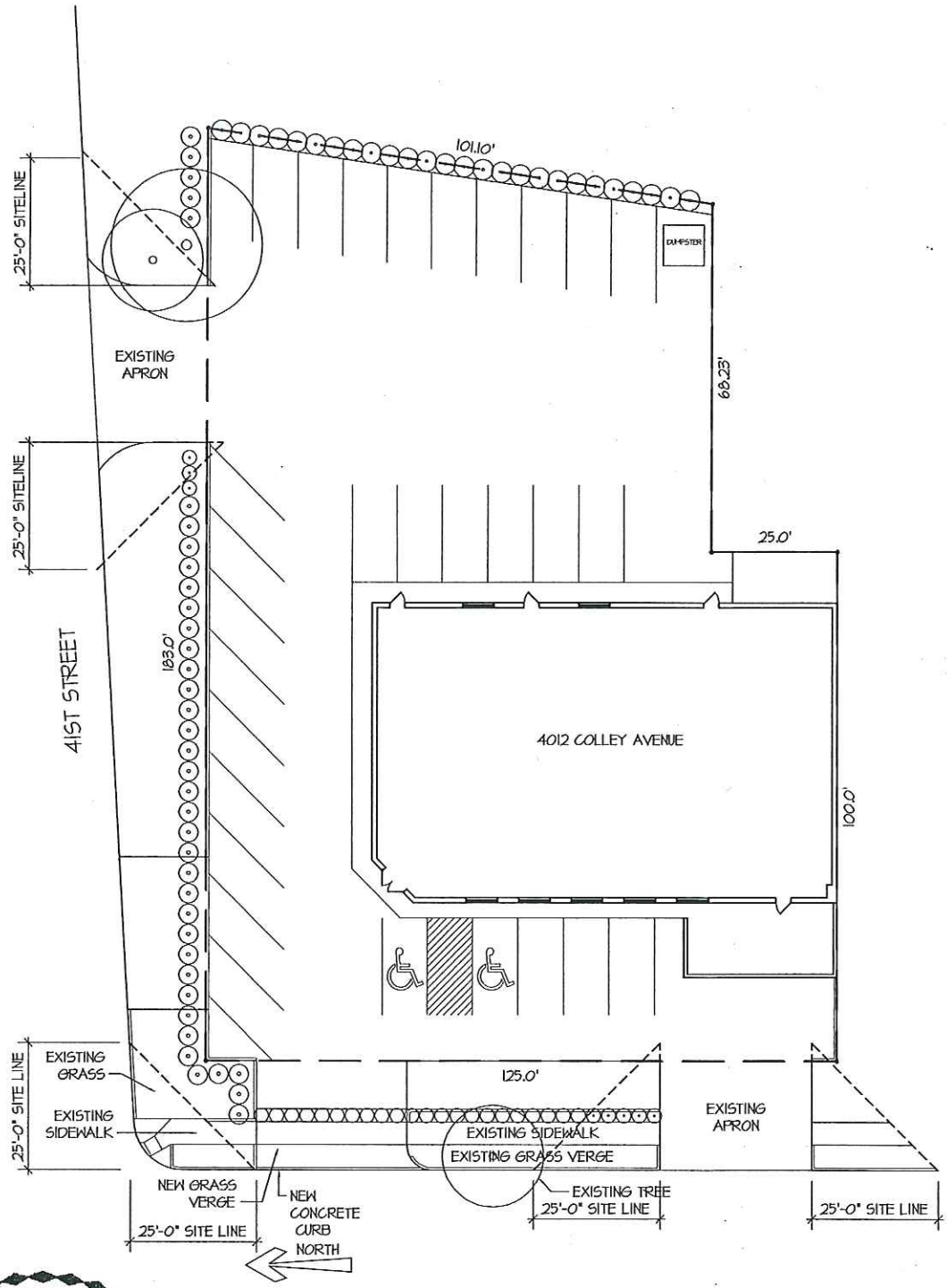
CERTIFICATION
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Sharon Simón, (Property Owner) **Sign:** _____ / ____ / ____ (Date)
Executor of Estate of James M. Boyce

Print name: Russell Gilbert (Applicant) **Sign:** Russell Gilbert 2/3/16 (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Stephanie Gilbert (Authorized Agent Signature) **Sign:** Stephanie Gilbert / 2/4/16 (Date)



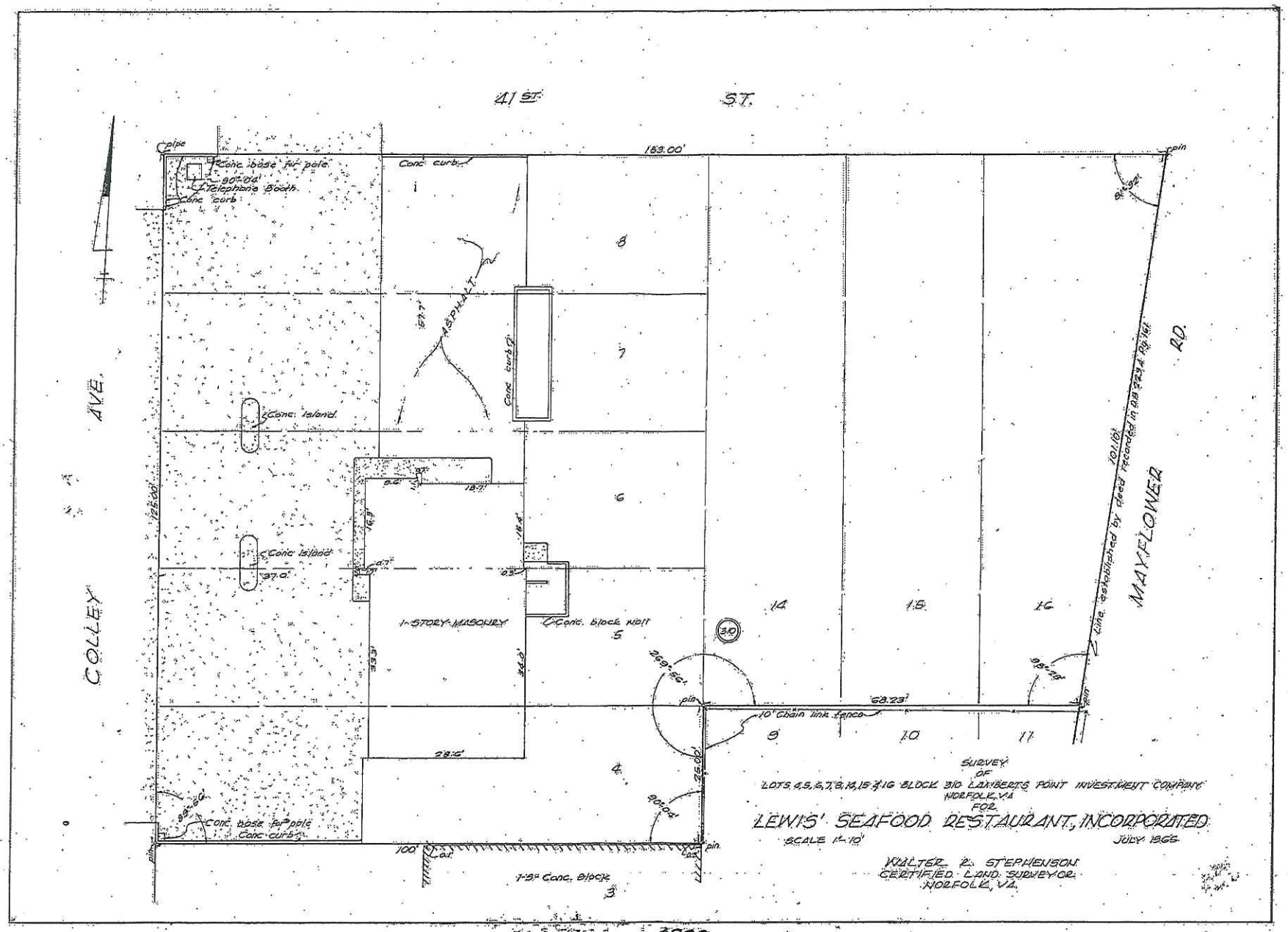
COLLEY AVENUE

ARCHITECTURAL SITE PLAN: 4012 COLLEY AVE, NORFOLK, VA

1" = 30'-0"

COMMONWEALTH OF VIRGINIA
2-2-2016
ROBYN J. THOMAS
No. 7487
ARCHITECT

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



SURVEY
OF
LOTS 4,5,6,7,8,14,15 & 16 BLOCK 310 LAMBERTS POINT INVESTMENT COMPANY
NORFOLK, VA
FOR
LEWIS' SEAFOOD RESTAURANT, INCORPORATED
SCALE 1"=10' JULY 1965

WALTER E. STEPHENSON
CERTIFIED LAND SURVEYOR
NORFOLK, VA.

A232

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Commercial Rec Center

Date of application: 2/5/16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 4012 (Street Name) Colley Ave.

Existing Use of Property Vacant

Current Building Square Footage 5392

Proposed Use Restaurant with game room that includes up to 12 video games

Proposed Square Footage 5392

Proposed Hours of Operation:

Weekday	From	11 AM	To	2 AM
Friday	From	11 AM	To	2 AM
Saturday	From	11 AM	To	2 AM
Sunday	From	11 AM	To	2 AM

Trade Name of Business (If applicable) The Dirty Buffalo

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) Gilbert (First) Russell (MI) K

Mailing address of applicant (Street/P.O. Box): 211 Sinclair St.

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

Daytime telephone number of applicant ( ) 757-359-0614 Fax ( ) N/A

E-mail address of applicant: thedirtybuffalo@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) Gilbert (First) Stephanie (MI) N

Mailing address of applicant (Street/P.O. Box): 211 Sinclair St.

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

Daytime telephone number of applicant ( ) 757-628-5622 Fax ( )

E-mail address of applicant: sgilbert@wilsavi.com

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

Estate of James Boyce, Executrix

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

Mailing address of property owner (Street/P.O. box): 1408 Beecher Court

(City) Virginia Beach (State) VA (Zip Code) 23454

Daytime telephone number of owner ( ) 757 652-6867 email: sharonsimon@realestatgrp.com

CIVIC LEAGUE INFORMATION

Civic League contact: John Robertson / Dr. Theresa Whibley

Date(s) contacted: 1/28/16, 2/4/16

Ward/Super Ward information: Ward 2 / Superward 7

CERTIFICATION:

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

Print name: Sharon Simon, **Sign:** Sharon Simon, Executive 12-14-2016
(Property Owner or Authorized Agent of Signature) (Date)

Executor of Estate of James M. Boyce

Print name: Russell Gilbert **Sign:** Russell Gilbert, 12/13/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

Print name: Stephanie Gilbert **Sign:** Stephanie Gilbert, 2/4/16
(Authorized Agent Signature) (Date)

CIVIC LEAGUE INFORMATION

Civic League contact: John Robertson Dr. Theresa Whibley

Date(s) contacted: 1/28/16, 2/4/16

Ward/Super Ward information: Ward 2 / superward 7

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

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

Executor of Estate of James M. Boyce

Print name: Russell Gilbert **Sign:** Russell Gilbert / ____ / 2/3/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 11:03 AM
To: 'president@cprv.net'; 'ryderd@verizon.net'; 'highlandpark_cl@yahoo.com'
Cc: Whibley, Terry; Williams, Angelia M.; Howard, Oneiceia; Simons, Matthew
Subject: new Planning Commission applications - 4012 Colley Avenue
Attachments: DirtyBuffalo_eating_drinking.pdf; DirtyBuffalo_reccenter.pdf

Ms. Flaherty and Mr. Ryder,

Attached please find the following applications at 4012 Colley Avenue:

a. Special exception to operate an eating and drinking establishment.
b. Special exception to operate a recreation center, commercial.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

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

Thank You.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Simons, Matthew

From:	HighlandParkCivicLeagueSecreta <highlandpark_cl@yahoo.com>
Sent:	Friday, March 11, 2016 9:03 AM
To:	Straley, Matthew; president@cprv.net; ryderd@verizon.net
Cc:	Whibley, Terry; Williams, Angelia M.; Howard, Oneiceia; Simons, Matthew
Subject:	Re: new Planning Commission applications - 4012 Colley Avenue

Mr. Straley,

On March 10, 2016, the Highland Park Civic League reviewed the Applications for Special Exception filed on behalf of The Dirty Buffalo. By majority vote, the civic league has no objection to the Applications.
If you have any questions or need any additional information, please feel free to contact me at 757-619-2880 or Wendy Hazel at 757-717-5557.
Thank you for your consideration.
T. Dale Ryder, PresidentHighland Park Civic League

From: "Straley, Matthew" <Matthew.Straley@norfolk.gov>
To: "president@cprv.net" <president@cprv.net>; "ryderd@verizon.net" <ryderd@verizon.net>; "highlandpark_cl@yahoo.com" <highlandpark_cl@yahoo.com>
Cc: "Whibley, Terry" <Theresa.Whibley@norfolk.gov>; "Williams, Angelia M." <angelia.williams@norfolk.gov>; "Howard, Oneiceia" <Oneiceia.Howard@norfolk.gov>; "Simons, Matthew" <Matthew.Simons@norfolk.gov>
Sent: Wednesday, February 10, 2016 11:03 AM
Subject: new Planning Commission applications - 4012 Colley Avenue

Ms. Flaherty and Mr. Ryder,

Attached please find the following applications at 4012 Colley Avenue:
a. Special exception to operate an eating and drinking establishment.
b. Special exception to operate a recreation center, commercial.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

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

Thank You.

Matthew Straley
GIS Technician II

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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exceptions to operate an Eating and Drinking Establishment at 1081 N. Military Highway – Noodles & Company**

Reviewed: _____ **Ward/Superward: 4/7**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: R-8**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval.**

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

III. **Request:** Special Exception to operate an Eating and Drinking Establishment.

IV. **Applicant: Noodles & Company**

V. **Description:**
- The applicant for this special exception request is the future tenant (Noodles & Company) of an end suite (suite number not yet established) in a three-suite commercial building proposed for the Lowe's site outparcel.
- This special exception would allow the establishment to serve alcoholic beverages for on-premises consumption.

VI. **Historic Resources Impacts**
The site is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**
The site is located within the Ingleside Elementary School, Lake Taylor Middle School, and Lake Taylor High School attendance zones.

	Proposed (Noodles & Company)
Hours of Operation and for the Sale of Alcohol	10:30 a.m. to 9:00 p.m., Monday through Thursday 10:30 a.m. to 10:00 p.m. Friday 11:00 a.m. to 10:00 p.m. Saturday 11:00 a.m. to 9:00 p.m. Sunday
Capacity	72 seats indoors 24 seats outdoors 133 total capacity

Staff point of contact: Sarah Richards at 664-7470 or sarah.richards@norfolk.gov

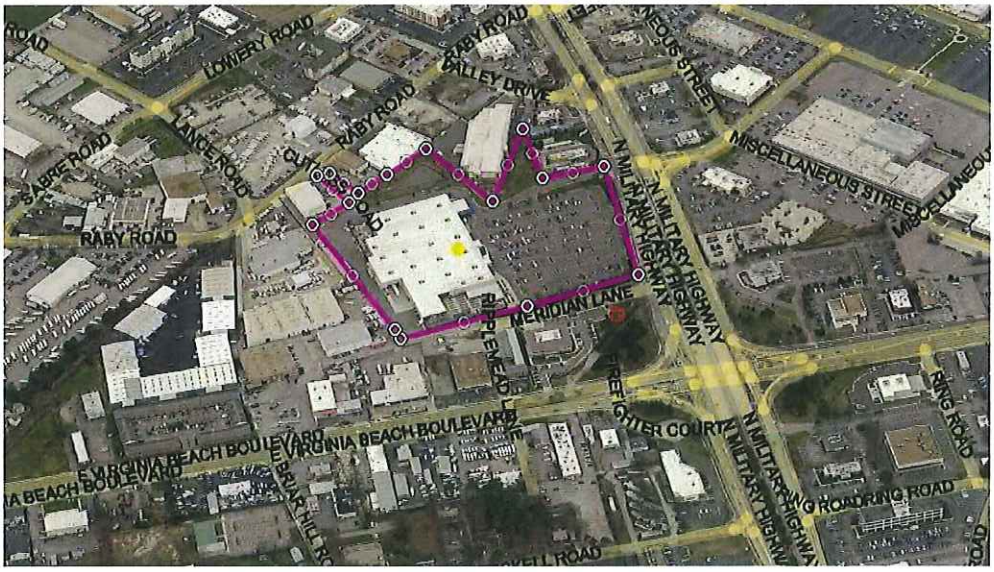
Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinances

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016
Executive Secretary: George M. Homewood, AICP, CFM
Planner: Sarah G. Richards SGR

Staff Report	Item No. 10	
Address	**1081 N. Military Highway**	
Applicant	**Noodles & Company, Inc.**	
Request	**Special Exception**	**Eating and drinking establishment**
Property Owner	Greg Lyon	
Site Characteristics	Building/Suite Area	7,770 sq. ft./2,550 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Poplar Hall
	Character District	Suburban
Surrounding Area	North	C-2: Sonic Drive-in
	East	C-3: JANAF Shopping Center
	South	C-2: USCIS Norfolk Field Office; strip commercial
	West	I-2: Lowe's Home Improvement



A. Summary of Request

- The applicant for this special exception request is the future tenant (Noodles & Company) of an end suite (suite number not yet established) in a three-suite commercial building proposed for the Lowe's site outparcel.
- This special exception would allow the establishment to serve alcoholic beverages for on-premises consumption.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is located in the C-2 District, which permits the proposed use by special exception.

	Proposed (Noodles & Company)
Hours of Operation and for the Sale of Alcohol	10:30 a.m. to 9:00 p.m., Monday through Thursday 10:30 a.m. to 10:00 p.m. Friday 11:00 a.m. to 10:00 p.m. Saturday 11:00 a.m. to 9:00 p.m. Sunday
Capacity	72 seats indoors 24 seats outdoors 133 total capacity

ii. Parking

- The proposed eating and drinking establishment requires 17 parking spaces.
- 53 parking spaces, including three handicap-accessible spaces, will be provided by the proposed development to accommodate the new three-suite commercial building.
- Proposed parking is sufficient to accommodate the proposed use.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that that this proposed restaurant will generate 348 new vehicle trips per day.
- Military Highway near the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.

- The site is near transit service with Hampton Roads Transit bus routes 15 (Military) and 23 (Princess Anne) operating near the site.
- Military Highway adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

The site is located within the Ingleside Elementary School, Lake Taylor Middle School, and Lake Taylor High School attendance zones.

G. Environmental Impacts

The proposed building will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.

H. Surrounding Area/Site Impacts

- By requiring this use to conform to the conditions listed below, the proposed eating and drinking establishment should not have a negative impact on the surrounding neighborhood.
- There have been multiple calls for service to the Lowe's shopping center, and six arrests.

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 Poplar Hall Civic League on February 10.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.

L. Recommendation

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

(a) The hours for the sale of alcoholic beverages shall be from 10:30 p.m. to 9:00 p.m., Monday through Thursday, 10:30 a.m. to 10:00 p.m. Friday, 11:00 a.m. to 10:00 p.m. Saturday, and 11:00 a.m. to 9 p.m. Sunday.

(b) The seating for the establishment shall not exceed 72 seats indoors, 24 seats outdoors, and the total occupant capacity, including employees, shall not exceed 133 people.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) There shall be no entertainment, no dancing, and no dance floor provided.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Attachments:

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Poplar Hall Civic League

Proponents and Opponents

Proponents
Steve Stritzl
717 Kerri Court
Chesapeake, VA 23320

Opponents
None

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: SGR

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION AUTHORIZING THE OPERATION OF AN EATING AND DRINKING ESTABLISHMENT NAMED "NOODLES & COMPANY" ON PROPERTY LOCATED AT 1081 NORTH MILITARY HIGHWAY.

- - -

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

Section 1:- That a Special Exception is hereby granted to Noodles & Company, Inc. authorizing the operation of an eating and drinking establishment named "Noodles & Company" on property located at 1081 North Military Highway. The property which is the subject of this Special Exception is more fully described as follows:

Property fronting 114 feet, more or less, along the western line of North Military Highway beginning 375 feet, more or less, from the northern line of Meridian Lane and extending northwardly; premises now or formerly numbered 1081 North Military Highway.

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

(a) The hours for the sale of alcoholic beverages shall be limited to 10:30 a.m. until 9:00 p.m. Monday through Thursday, 10:30 a.m. until 10:00 p.m. on Friday, 11:00 a.m. until 10:00 p.m. on Saturday, and 11:00 a.m. until 9:00 p.m. on Sunday.

(b) The seating for the establishment shall not exceed 72 seats indoors, 24 seats outdoors, and the total occupant capacity, including employees, shall not exceed 133 people.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) There shall be no entertainment, no dancing, and no dance floor provided.

(l) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(m) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

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

(b) The proposed use and development will not substantially diminish or impair the value of the

property within the neighborhood in which it is located;

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

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

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

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (4 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 12.11.15

Trade name of business Noodles & Company

Address of business 1081 North Military Highway Norfolk, Virginia 23502

Name(s) of business owner(s)* Noodles & Company, Inc

Name(s) of property owner(s)* Index Real Estate- Greg Lyons is our contact

Daytime telephone number (561) 624-4089

*If business or property owner is 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			
Weekday	From 10:30 AM	To	9:00 PM	Weekday	From 10:30 AM	To	9:00 PM
Friday	From 10:30 AM	To	10:00 PM	Friday	From 10:30 AM	To	10:00 PM
Saturday	From 11:00 AM	To	10:00 PM	Saturday	From 11:00 AM	To	10:00 PM
Sunday	From 11:00 AM	To	9:00 PM	Sunday	From 11:00 AM	To	9:00 PM

2. Type of ABC license applied for (check all applicable boxes)
   ☑ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
   ☑ Beer ☑ Wine ☐ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
   (Entertainment consists of anything more than one, unamplified musician)
   ☐ Yes (Different application required) ☑ No

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
Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
☐ Yes (If more than 4, additional application required) ☑ No

5a. *If yes, please describe type and number of each game to be provided*

6. Will patrons ever be charged to enter the establishment?
☐ Yes ☑ No

6a. If yes, why

6b. Which days of the week will there be a cover charge (circle all applicable days)?

☐Monday ☐Tuesday ☐Wednesday☐Thursday ☐Friday

☐Saturday ☐Sunday

7. Will the facility or a portion of the facility be available for private parties?
☐ Yes ☑ No

7a. If yes, explain

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

8a. If yes, explain

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

10. 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

Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.

- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. Indoor

Number of seats (*not including bar seats*)	72
Number of bar seats	0
Standing room	27

b. Outdoor

Number of seats	24

c. Number of employees 10

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 133

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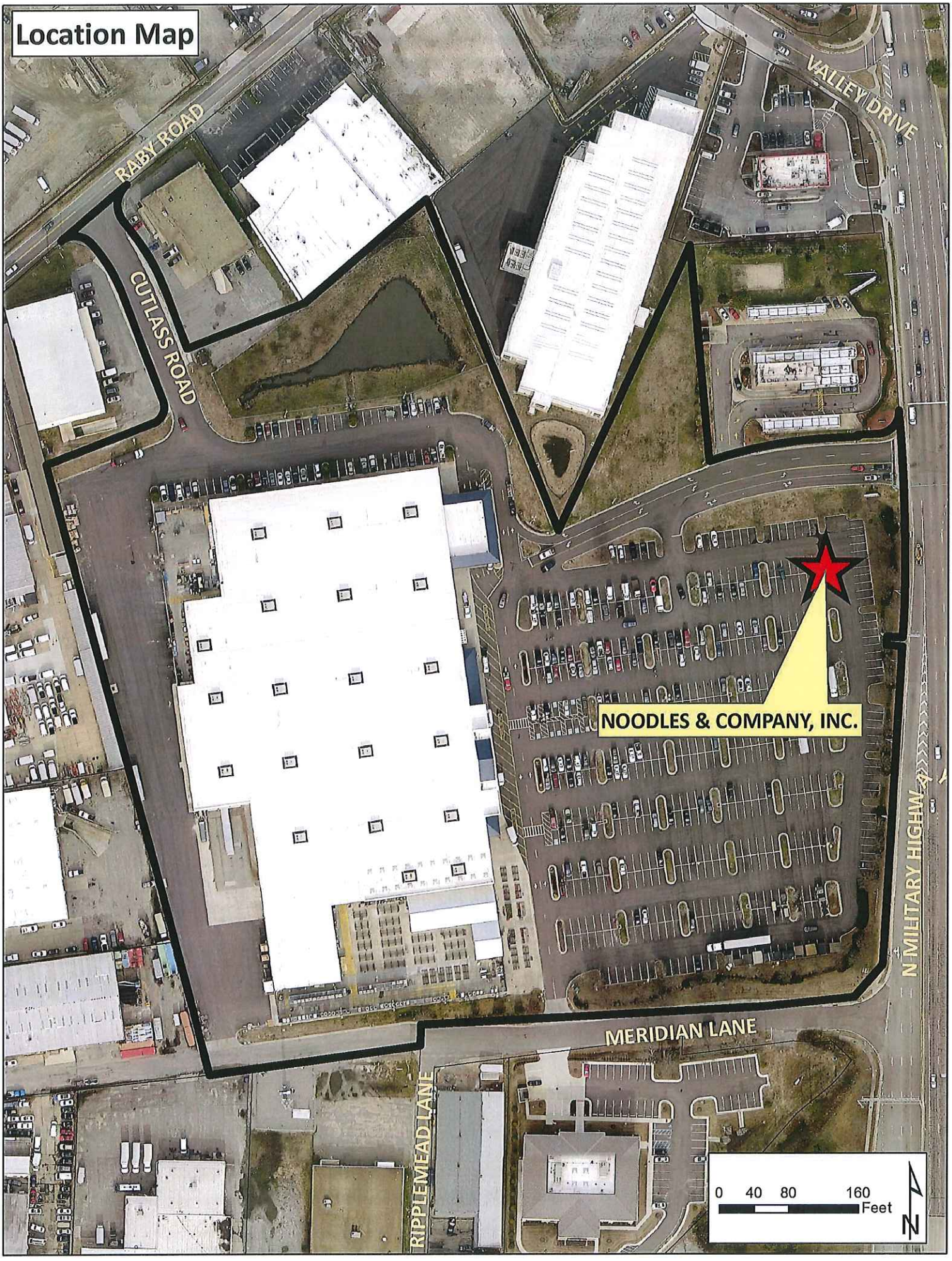
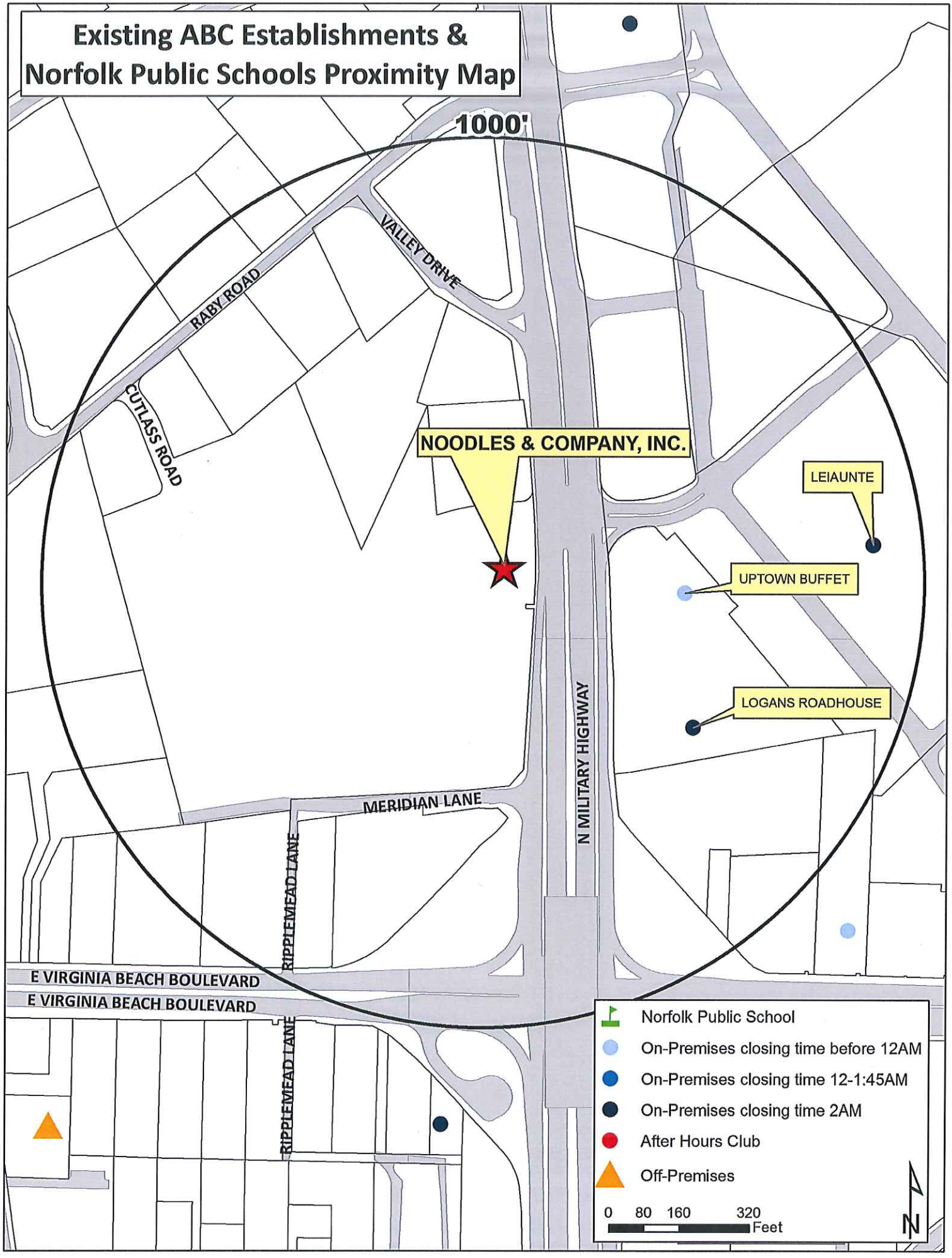
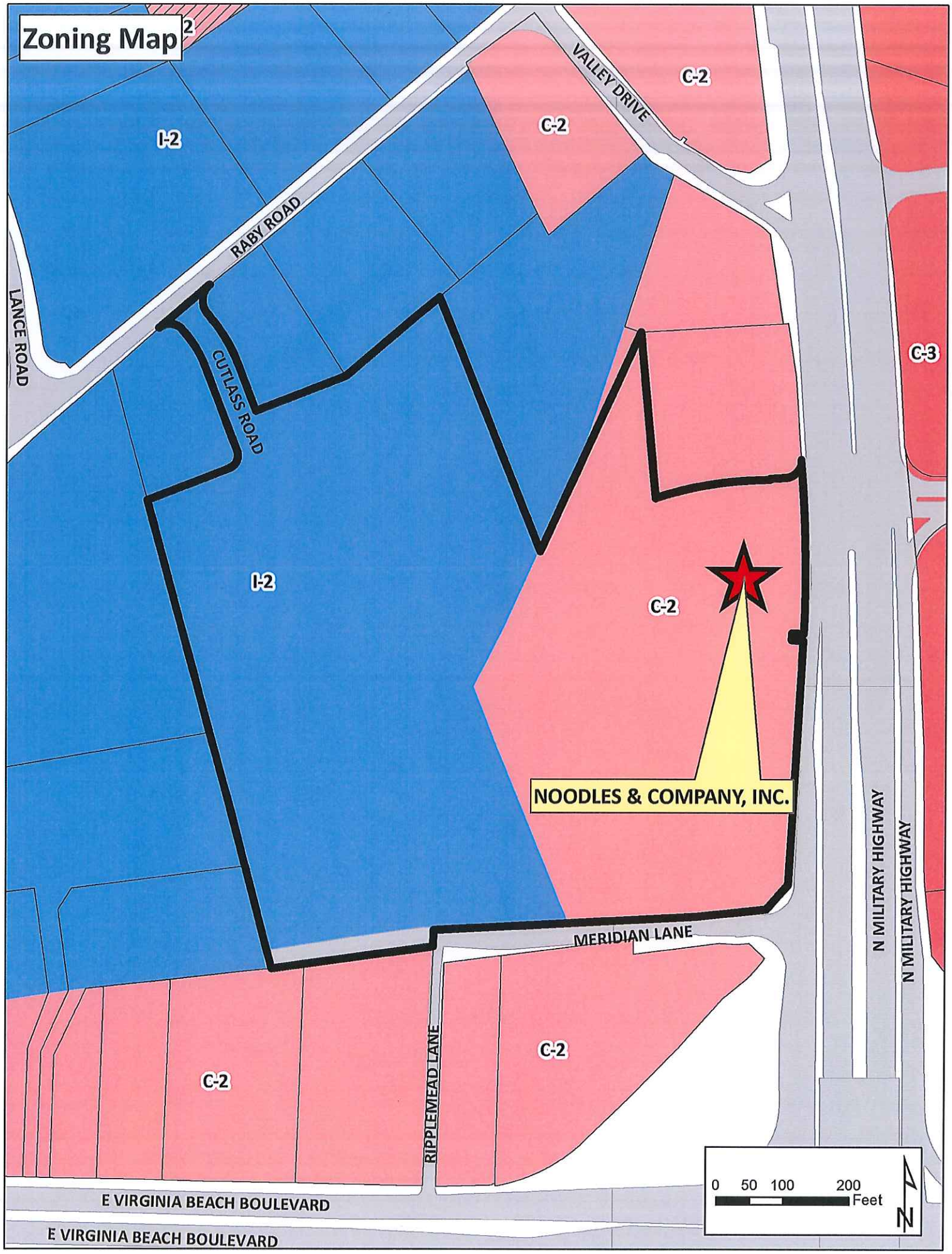

Location Map
RABY ROAD
VALLEY DRIVE
CUTLASS ROAD
NOODLES & COMPANY, INC.
N MILITARY HIGHWAY
MERIDIAN LANE
RIPPLEMEAD LANE
0 40 80 160
Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
VALLEY DRIVE
RABY ROAD
CUTLASS ROAD
NOODLES & COMPANY, INC.
LEIAUNTE
UPTOWN BUFFET
LOGANS ROADHOUSE
N MILITARY HIGHWAY
MERIDIAN LANE
RIPPLEMEAD LANE
RIPPLEMEAD LANE
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
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


Zoning Map
VALLEY DRIVE
C-2
C-2
I-2
RABY ROAD
LANCE ROAD
CUTLASS ROAD
C-3
I-2
C-2
NOODLES & COMPANY, INC.
N MILITARY HIGHWAY
N MILITARY HIGHWAY
MERIDIAN LANE
RIPPLEMEAD LANE
C-2
C-2
E VIRGINIA BEACH BOULEVARD
E VIRGINIA BEACH BOULEVARD
0 50 100 200
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 12.11.15

DESCRIPTION OF PROPERTY

Address 1081 N. Military Highway (unit number TBD) Norfolk, VA 23502

Existing Use of Property Parking Lot

Proposed Use Fast Casual Restaurant

Current Building Square Footage N/A

Proposed Building Square Footage 2550

Trade Name of Business (if applicable) Noodles & Company, Inc

APPLICANT

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

1. Name of applicant: (Last) Adamson (First) Shannon (MI) G

Mailing address of applicant (Street/P.O. Box): 520 Zang St Ste D

(City) Broomfield (State) CO (Zip Code) 80021

Daytime telephone number of applicant (303) 522-8303 Fax ( )

E-mail address of applicant: sadamson@noodles.com

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

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

2. Name of applicant: (Last) Bishop (First) Michael (MI)

Mailing address of applicant (Street/P.O. Box): 4300 S. US Highway 1, Suite 203-305

(City) Jupiter (State) Florida (Zip Code) 33477

Daytime telephone number of applicant (561) 312-1024 Fax ( )

E-mail address of applicant: mbishop@indexrealestate.com

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

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

Mailing address of property owner (Street/P.O. box): 4300 S. US Hwy One, Ste 203

(City) Jupiter (State) FL (Zip Code) 33477

Daytime telephone number of owner (561) 624-4089 email: glyon@indexrealestate.com

CIVIC LEAGUE INFORMATION

Civic League contact: N/A

Date(s) contacted:

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: MICHAEL BISHOP **Sign:** _____ 12/14/2015
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Shannon Adamson **Sign:** _____ 12/11/15
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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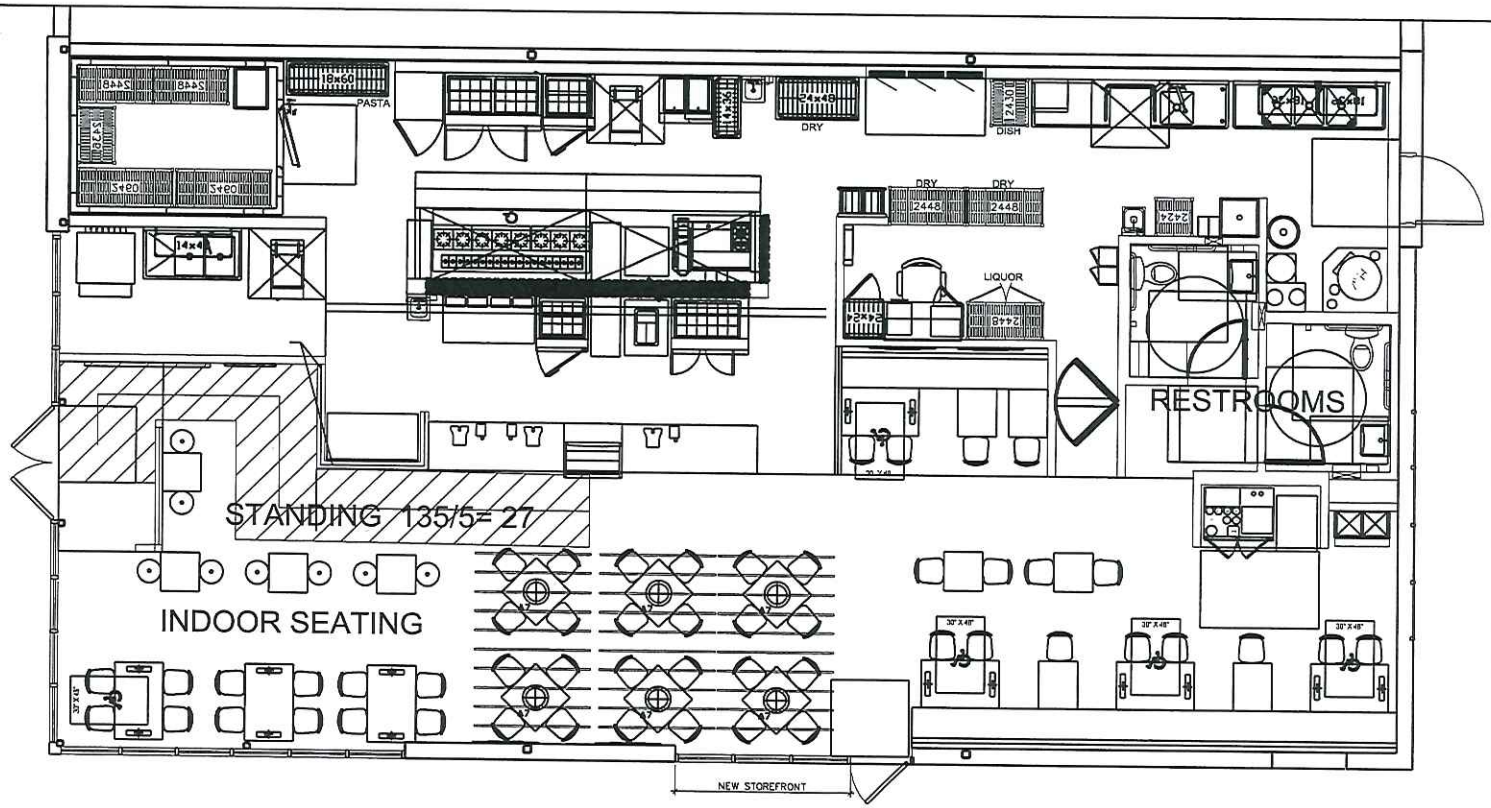
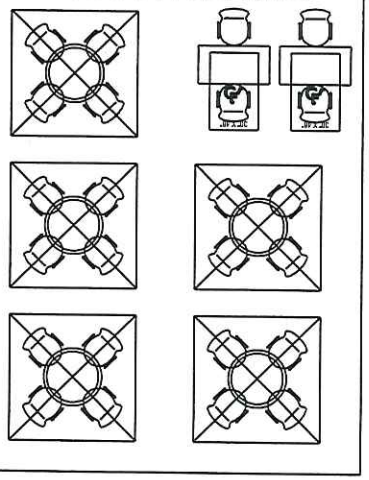
(Revised January 2015)



OUTDOOR SEATING



OCCUPANCY CALCS:

72 INDOOR SEATS
27 STANDING
24 OUTDOOR SEATS
10 STAFF

133 TOTAL

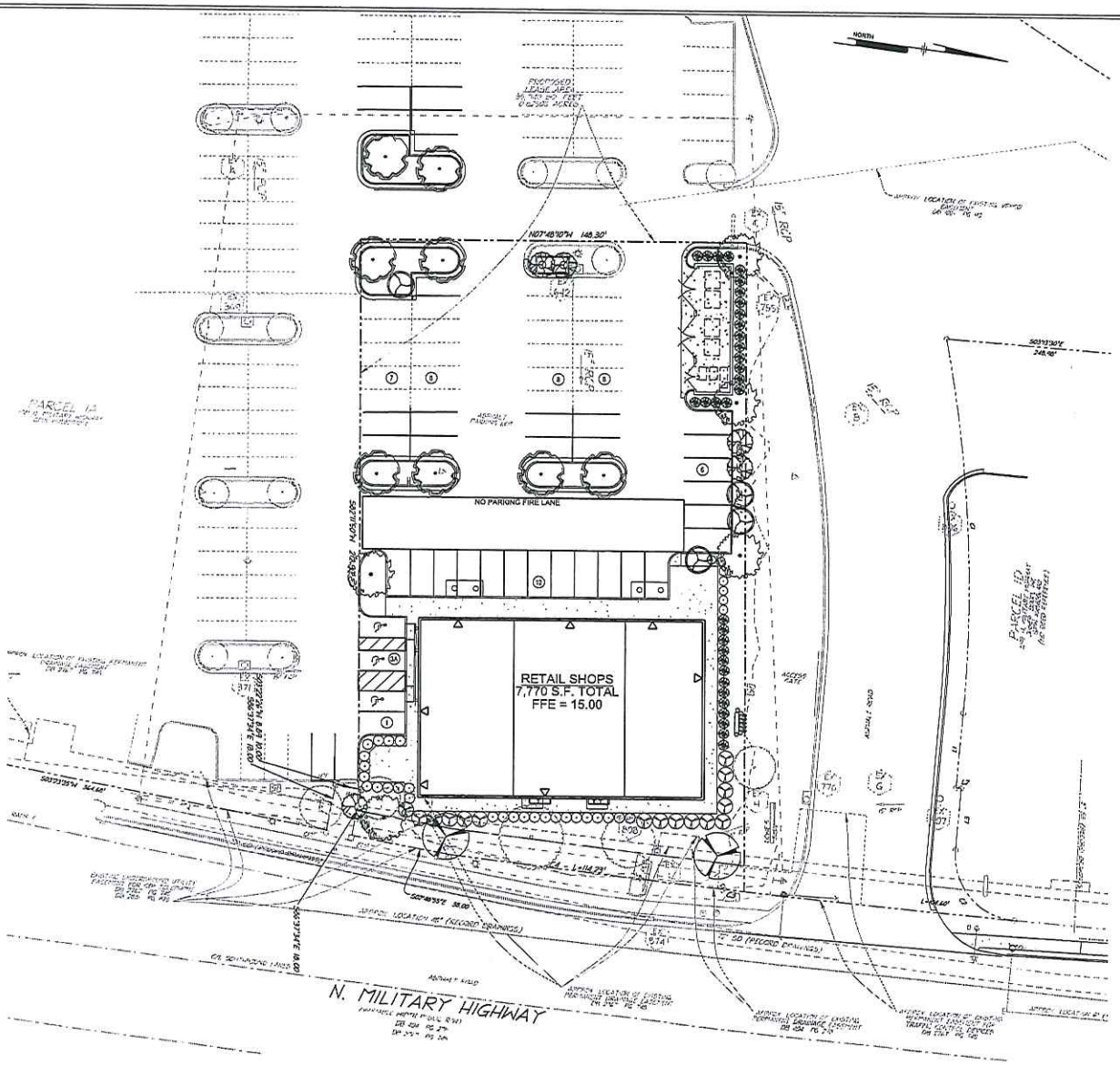
r e d
architecture + planning

855 grandview ave.
suite 295
columbus, ohio 43215
tel: 614.487.8770
fax: 614.487.8777

NOODLES & COMPANY (#488)
1081 N Military Hwy
Norfolk, VA 23502

LAYOUT1

December 11, 2015



Planting Schedule

SYMBOL	QTY	BOTANICAL & COMMON PLANT NAME	SIZE	COMMENTS
LARGE TREES				
CC	6	Cepdrus canadensis (American Hackberry)	Min. 8' Ht. Min. 2.5" Caliper	
QP	4	Quercus Phellos (Willow Oak)	Min. 8' Ht. Min. 2.5" Caliper	
UP	2	Ulmus parvifolia 'Bosque' (Bosque Elm)	Min. 8' Ht. Min. 2.5" Caliper	
MEDIUM DECIDUOUS TREES				
CCA	3	Cercis canadensis 'Forest Pansy' (Forest Pansy Redbud)	Min. 8' Ht. Min. 2.5" Caliper	
LI	7	Lagerstroemia indica 'Tuskegee' (Tuskegee Crape Myrtle)	Min. 8' Ht. Min. 2.5" Caliper	
SHRUBS				
IC	17	Ilex crenata 'Rotundifolia' (Roundleaf Japanese Holly)	36" Ht. min.	
IG	18	Ilex glabra 'shamrock' (inkberry)	36" Ht. min.	
IV	32	Ilex vomitoria 'Nana' (Dwarf Yaupon Holly)	36" Ht. min.	
ND	18	Nandina domestica 'Firepower' (Firepower Heavenly Bamboo)	32" to 36" Ht.	
PERENNIALS / GRASSES / GROUNDCOVERS				
LM	8	Liriope muscari 'Big Blue' (Lily Turf)	24 Pack Flat	
LS	8	Liatris spicata (Gayfeather)	#1 Container	

Parking Summary Chart

DESCRIPTION	SPACES REQUIRED	SPACES PROVIDED
TOTAL SPACES	44	53
STANDARD SPACES	50	50
ACCESSIBLE SPACES	3	3

PROPOSED APPLICABLE PARKING REQUIREMENTS:
Parking requirements:
City Parking requirements determined from Table 15-A, Table of Minimum Parking Requirements (Suburban), from the Zoning Section of Norfolk's Municipal Code:

Commercial uses: 1 per 250 SQ. FT. - 3,000 S.F. / 250 = 12 Stalls

Eating/Entertainment Establishment Use: 1 per 150 SQ. FT. - 4,700 S.F. / 150 = 32 Stalls

Total Required Parking = 44 Stalls
Parking provided: 53* (including 3 spaces for handicap accessible)
Accessible Parking required: 3 spaces - 3 spaces for 51-75 parking spaces
*maximum parking = 125% of the minimum requirement

Bicycle Parking Requirements:
Required: Commercial Use = 1 Bicycle Parking / 2,000 G.S.F. - 7,300 S.F. / 2,000 = 4 Bicycle Parking, 10% Min. to be long term.
Provided: 4 Bicycle Parking racks (to be covered with building awning for long term use - see plans)

(S) # OF STANDARD VEHICLE PARKING COUNT
(SA) ACCESSIBLE VEHICLE PARKING COUNT

Vertical Datum
ELEVATIONS ARE BASED ON NAVD88(88)

Graphic Scale
0 20' 40'

NOT APPROVED FOR CONSTRUCTION

Pennoni
PENNONI ASSOCIATES INC.
349 Southport Circle, Suite 100
Virginia Beach, VA 23452
T 757.497.7472 F 757.497.0250

Ionic DeZign Studios
ARCHITECTURE o INTERIORS o GRAPHICS
243 INDEPENDENCE BOULEVARD
PEMBROKE FIVE o SUITE 308 o VA BEACH, VA 23462
757.499.3510 o fax: 757.499.3510 o www.IonicDesign.com

Project #	10NC1501
Scale	1" = 20'
Designed by:	SLS
Drawn by:	SLS
Checked by:	BSC
Issue:	11.09.2015

1081 MILITARY HIGHWAY
RETAIL SHOPS
LANDSCAPE PLAN

Sheet Number
CS2001

Richards, Sarah

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 12:15 PM
To: Poplarhallcivicleague@yahoo.com
Cc: Riddick, Paul; Williams, Angelia M.; Howard, Oneiceia; Richards, Sarah
Subject: new Planning Commission application - 1081 N Military Highway
Attachments: Noodles.pdf

Mr. Rawls,

Attached please find the application for a special exception to operate an eating and drinking establishment at 1081 North Military highway.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Sarah Richards at (757) 664-7470, sarah.richards@norfolk.gov*

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception for alternative signage – The Main – Hotel Conference Center**

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

Approved: _____ **Item Number: R-9**
Marcus D. Jones, City Manager

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

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

III. **Request:** Special Exception for alternative signage not permitted in Chapter 16 of the Zoning Ordinance.

IV. **Applicant:** **The Main – Hotel Conference Center**

V. **Description:**
- The site is located the northeast corner of East Main Street and Granby Street.
- The application proposes to install signage that does not meet current Zoning Ordinance requirements.
- A comprehensive sign package was submitted for approval.

VI. **Historic Resources Impacts:**
- The building located on this site is not eligible for historic designation, but is located within Downtown Historic Overlay district.
- The proposed sign package was reviewed and approved by the Architectural Review Board (ARB).
- Any subsequent improvements to the building, including signage, will be required to be approved by the ARB.

VII. **Public Schools Impacts:**
This site is located in the Tidewater Park Elementary School, the Blair Middle School and Maury High School districts.

Staff point of contact: Robert Tajan at 664-4756, Robert.Tajan@norfolk.gov

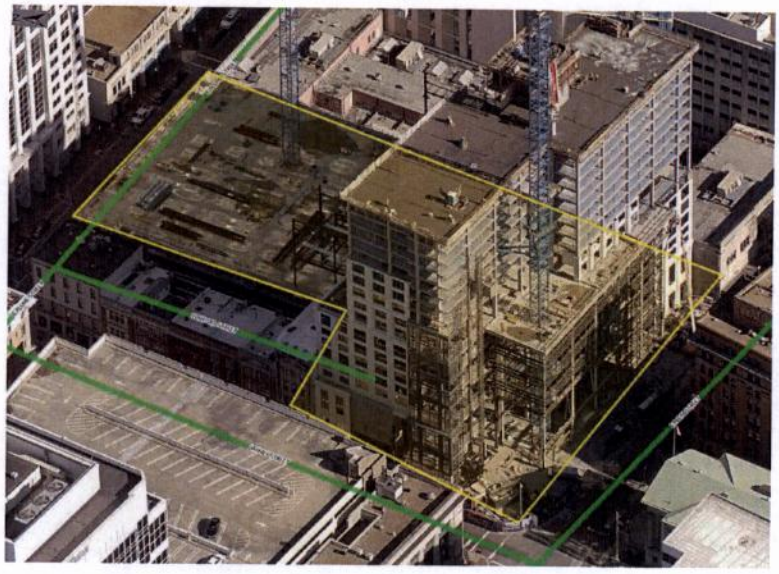
Attachments:
- Staff Report to CPC dated March 24, 2016 with attachments
- Letter of no opposition
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM
Planner: Robert J. Tajan, AICP, CFM RJT

Staff Report	Item No. 3	
Address	100 East Main Street	
Applicant	The Main – Hotel Conference Center	
Request	Special Exception	Alternative Signage
Property Owner	Norfolk Redevelopment and Housing Authority	
Site Characteristics	Site/Building Area	61,855 sq. ft./57,010 sq. ft.
	Future Land Use Map	Commercial
	Zoning	D-2 (Downtown Regional Center) and HO-D
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-2 and HO-D: Dominion Enterprises Offices
	East	D-2 and HO-D: Selden Arcade
	South	D-2 and HO-D: Town Bank Building and Customs House
	West	D-2 and HO-D: parking garage and ground floor retail



A. Summary of Request

- The site is located at the northeast corner of Granby Street and East Main Street and is the location of The Main Hotel conference center.
    - The site contains multiple uses including the hotel, conference center, restaurants, offices, and parking garage.
- The application proposes signage that is currently not permitted within Chapter 16 of the *Zoning Ordinance*.
    - Comprehensive sign packages that do not meet the current sign regulations can be approved by special exception.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The site is located in the D-2 and HO-D district, which permits a hotel conference center use by-right.
- The *Zoning Ordinance* allows signage at a ratio of 1.5 square feet for every linear foot of building frontage for signs lower than 20 feet from grade.
- Signs higher than 20 feet above grade are allowed to be up to 600 square feet based on 2% of the building façade but must be located in the upper locations of the building.
- Signs higher than 20 feet above grade but below the upper locations of the building are not permitted.
- The request is to allow a comprehensive sign package that does not comply with the current sign regulations.
    - Alternative signage that addresses a sites unique design constraints and elements is permitted by Special Exception.
- The sign package includes signage that is at street level, signage that is above street level allowance but still visible by the pedestrian, and larger signage that is located at the top of the building.
- Patrons for all uses within the building enter on the first floor.
    - The proposed signage that does not meet *Zoning Ordinance* requirements is clustered on the side of the building at the corner providing an ideal area for signage.
    - The one sign located separately from the other signage is located at the base of an outdoor area for the use that is designed to allow for the sign.
        - This sign is also located at the highest level of the building, not including the tower, and is at an appropriate level in comparison to the other buildings on the block.
- Additional signage is shown to be located on the drop-off canopy in the right-of-way.
    - The canopy signs will be required to be approved through the encroachment process.

ii. Parking

- Although no parking is required in the D-2 district, a City parking garage is being built in conjunction with this use.
  - The proposed sign package will provide signage that will direct drivers clearly to the entrance of the parking garage.

iii. Flood Zone

The property is located in the X and X (shaded) Flood Zones which are considered low risk flood zones.

D. Transportation Impacts

N/A

E. Historic Resources Impacts

- The building located on this site is not eligible for historic designation, but is located within the Downtown Historic Overlay.
- The proposed signage was reviewed and approved by the ARB.
- Any subsequent improvements to the building will be required to be approved by the ARB.

F. Public Schools Impacts

The site is located in the Tidewater Park Elementary School, the Blair Middle School and Maury High School attendance zones.

G. Environmental Impacts

N/A

H. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, the proposed alternative signage 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

- Notice was sent to the Downtown Norfolk Civic League and Downtown Norfolk Council on February 10.
- Letter of No Opposition from the Downtown Norfolk Civic League was received on February 10.

K. Communication Outreach/Notification

- Letters were mailed to all property owners within 300 feet of the property on March 11.

- Legal notification was placed in *The Virginian-Pilot* on March 10 and 17.

L. Recommendation

Staff recommends **approval** of the special exception request subject to all of the following conditions:

Conditions – Alternative Signage

a) All signage shall substantially comply with the sign package submitted and attached as exhibit A.

b) If any signage is proposed to change, it shall stay within the size approved for the location of the sign as shown in exhibit A.

c) All signage shall be reviewed and approved by the Architectural Review Board.

Attachments

Location Map
Zoning Map
1000' radii map of similar establishments and Norfolk Public Schools
Application
Letter of no opposition from Downtown Norfolk Civic League

Proponents and Opponents

Proponents
None

Opponents
None

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: RJT

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE ALTERNATIVE SIGNAGE FOR "THE MAIN" ON PROPERTY LOCATED AT 100 AND 120 EAST MAIN STREET.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing alternative signage for "The Main" on property located at 100 and 120 East Main Street. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 197 feet, more or less, along the northern line of East Main Street and 133 feet, more or less, along the eastern line of Granby Street; property also fronts 154 feet, more or less, along the southern line of East Plume Street and 199 feet, more or less, along the eastern line of Concord Street; premises numbered 100 and 120 East Main Street.

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

(a) No signage shall be permitted on the property other than the following:

(1) All those signs that are consistent in size, location, and number with the signage shown in the sign package prepared by Patricia Hord.Graphik Design, entitled "City of Norfolk Exterior Signage Submittal Package," dated December 28, 2015, consisting of 46 pages, and placed on file with the Department of City Planning; and

(2) Any sign that complies with the provisions of Chapter 16 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Signs," that apply to the property, but only to the extent that such provisions permit additional signage beyond

the size, location, and number of signs allowed under subsection (a)(1), above.

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

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

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

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

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

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

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

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

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

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

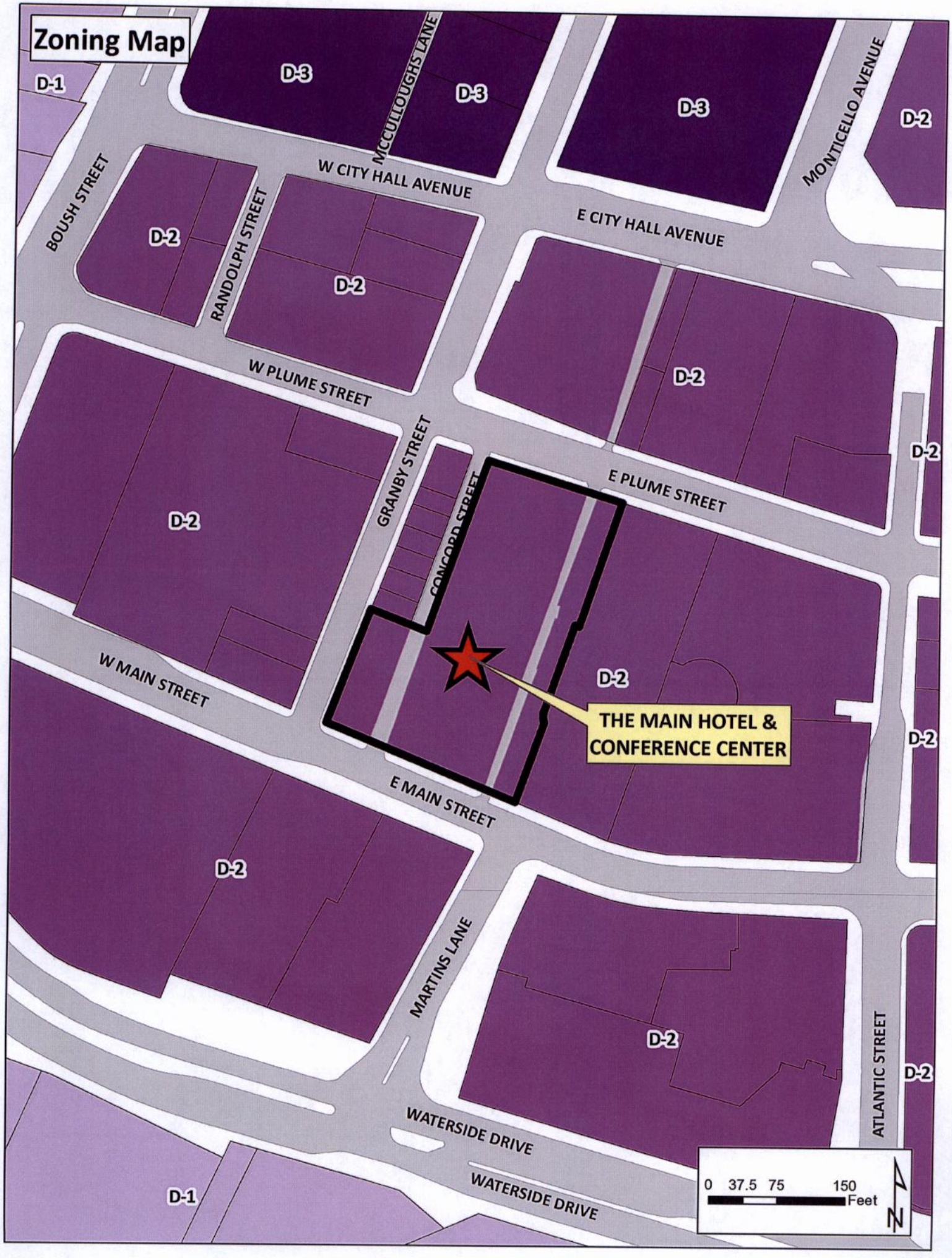
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

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

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

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

Location Map
W PLUME STREET
E PLUME STREET
GRANBY STREET
CONCORD STREET
THE MAIN HOTEL &
CONFERENCE CENTER
W MAIN STREET
E MAIN STREET
MARTINS LANE
0 20 40 80
Feet
N


Zoning Map
D-1
D-3
D-3
D-3
D-3
D-2
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D-2
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D-2
D-2
D-2
D-2
D-2
D-1
MCCULLOUGHS LANE
MONTICELLO AVENUE
BOUSH STREET
RANDOLPH STREET
W CITY HALL AVENUE
E CITY HALL AVENUE
W PLUME STREET
E PLUME STREET
GRANBY STREET
CONCORD STREET
W MAIN STREET
E MAIN STREET
MARTINS LANE
ATLANTIC STREET
WATERSIDE DRIVE
WATERSIDE DRIVE
THE MAIN HOTEL & CONFERENCE CENTER
0 37.5 75 150
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: ALTERNATIVE SIGN APPROVAL

Date of application: 1/28/16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 100 (Street Name) E. MAIN STREET

Existing Use of Property

Current Building Square Footage

Proposed Use

HIGH RISE HOTEL AND CONFERENCE CENTER- INCLUDES 3 RESTAURANTS AND A PARKING GARAGE.

Proposed Square Footage 368,890

Proposed Hours of Operation:

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

Trade Name of Business (If applicable) THE MAIN

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) HALSTEAD (First) TAMMY (MI)

Mailing address of applicant (Street/P.O. Box): 810 UNION ST ROOM 700

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

Daytime telephone number of applicant (757) 664-4632 Fax (757) 664-4603

E-mail address of applicant: tammy.halstead@norfolk.gov

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) HOWARD (First) BOB (MI)

Mailing address of property owner (Street/P.O. box): 300 32ND STREET SUITE 500

(City) VIRGINIA BEACH (State) VA (Zip Code) 23451

Daytime telephone number of owner (757) 491-3000 email: Bob.Howard@godlkeyphr.com

CIVIC LEAGUE INFORMATION

Civic League contact: MARY MILLER KEVIN MURPHY

Date(s) contacted: JANUARY 7, 2016 JANUARY 28, 2016

Ward/Super Ward information:

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

Print name: Robert M Howard, CIO **Sign:** [signature] 1/27/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: [signature] **Sign:** 1/28/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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

APPLICANT

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

1. Name of applicant: (Last) HALSTEAD (First) TAMMY (MI)

Mailing address of applicant (Street/P.O. Box): 810 UNION ST ROOM 700

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

Daytime telephone number of applicant (757) 664-4632 Fax (757) 664-4603

E-mail address of applicant: tammy.halstead@norfolk.gov

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) KOWNACK (First) JOHN (MI)

Mailing address of property owner (Street/P.O. box): 201 GRANBY STREET

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

Daytime telephone number of owner (757) 623-1111 email: jkownack@nrha.us

CIVIC LEAGUE INFORMATION

Civic League contact: MARY MILLER KEVIN MURPHY

Date(s) contacted: JANUARY 7, 2016 JANUARY 28, 2016

Ward/Super Ward information:

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

Print name: JOHN C. KOWNACK **Sign:** _____ 3 / 14 / 2016
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

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

CITY OF NORFOLK EXTERIOR SIGNAGE SUBMITTAL PACKAGE

DECEMBER 28, 2015

COOPER CARRY

PATRICIA HORD.GRAPHIK DESIGN
PHGD.COM

PH
GD

CODE OF THE CITY
APPENDIX A — ZONING ORDINANCE
ARTICLE III — REGULATIONS APPLICABLE TO ALL ZONING DISTRICTS

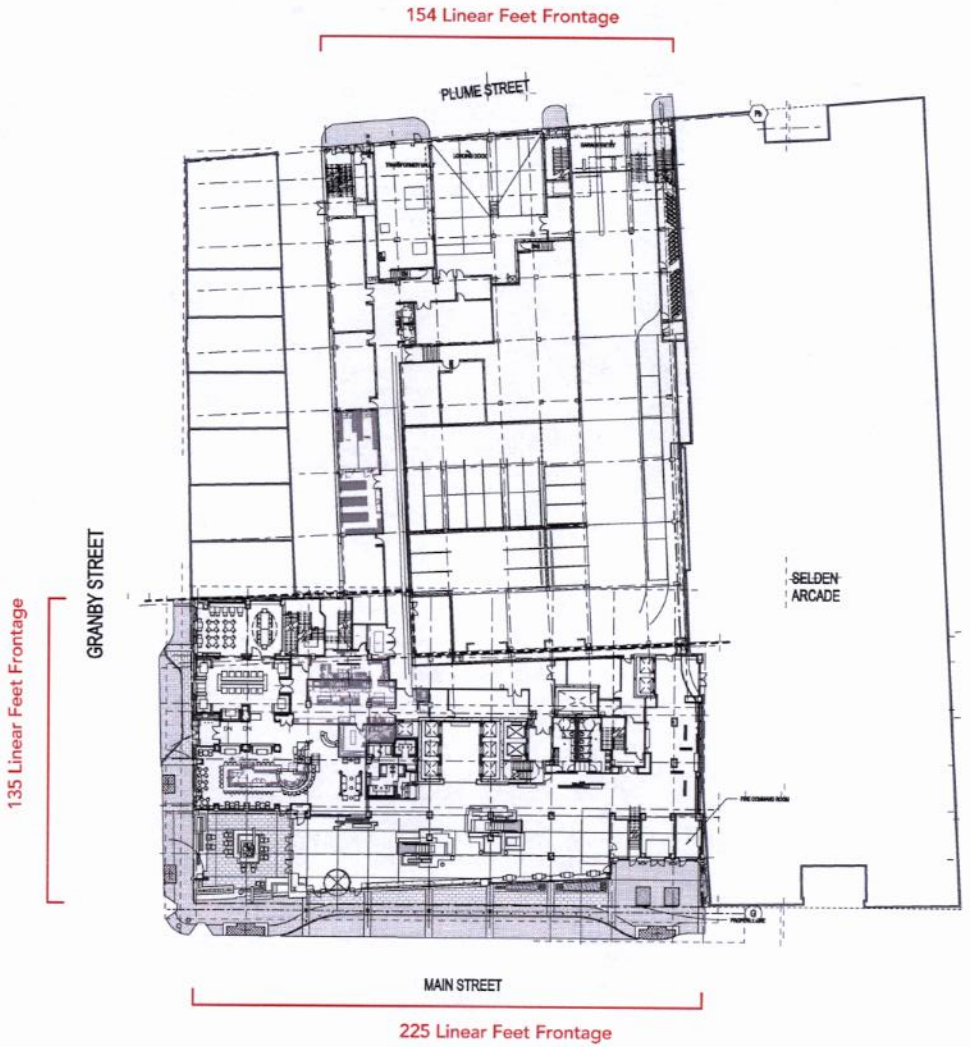
CHAPTER 16: SIGNS

16-8.6
Signs permitted in the downtown districts. The following regulations shall apply to those properties located in the D1, D-2, D-3, D-4 and G-1 districts.

(b)
For signs erected with their highest portions below a height of twenty (20) feet above curb level. Each business shall be allocated one and one-half square feet of sign surface area for each foot of lot frontage. Signs permitted shall be erected only on the exposure of the property from which the allotment is computed.

(c)
Signs erected with their lowest portions at or above a height of twenty (20) feet above curb level. Such signs shall be only general identification signs stating only the name of the building and/or the name of the establishment therein. Only one such sign shall be permitted for each exposed face of the building, except that where the length of such face exceeds one hundred (100) feet, a second sign shall be permitted. Minimum area allotment for any such sign shall be one hundred (100) square feet or two (2) percent of the surface area of the building facade on the exposure involved, up to a maximum of six hundred square feet. At least half of the signage allotment shall be located within the uppermost twenty (20) percent of the building facade on the exposure involved.

(d)
Freestanding signs. As part of the total allocation for the site, one (1) freestanding sign shall be permitted per lot not to exceed one hundred (100) square feet of the sign surface area.



FRONTAGE

MAIN STREET	225 Linear Feet
GRANBY STREET	135 Linear Feet
PLUME STREET	154 Linear Feet
TOTAL	514 Linear Feet

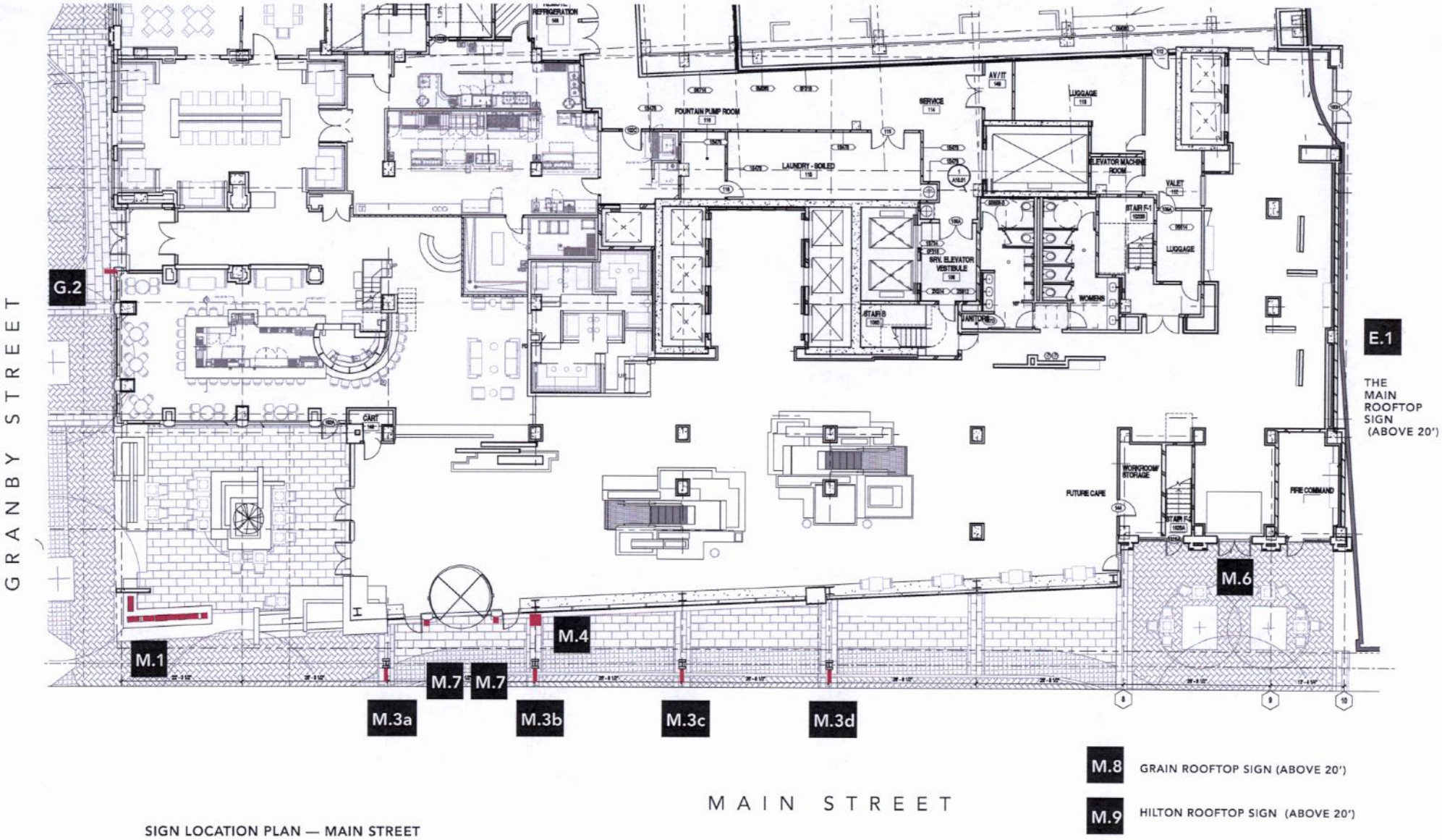
CODE ALLOWABLE SIGNAGE BELOW 20 FEET

MAIN STREET	225 x 1.5 = 337.5
GRANBY STREET	135 x 1.5 = 202.5
PLUME STREET	154 x 1.5 = 231
TOTAL	771 Square Feet

CODE ALLOWABLE SIGNAGE ABOVE 20 FEET

(4) EXPOSED BUILDING FACES x 600 SF/EA	
TOTAL	2400 Square Feet

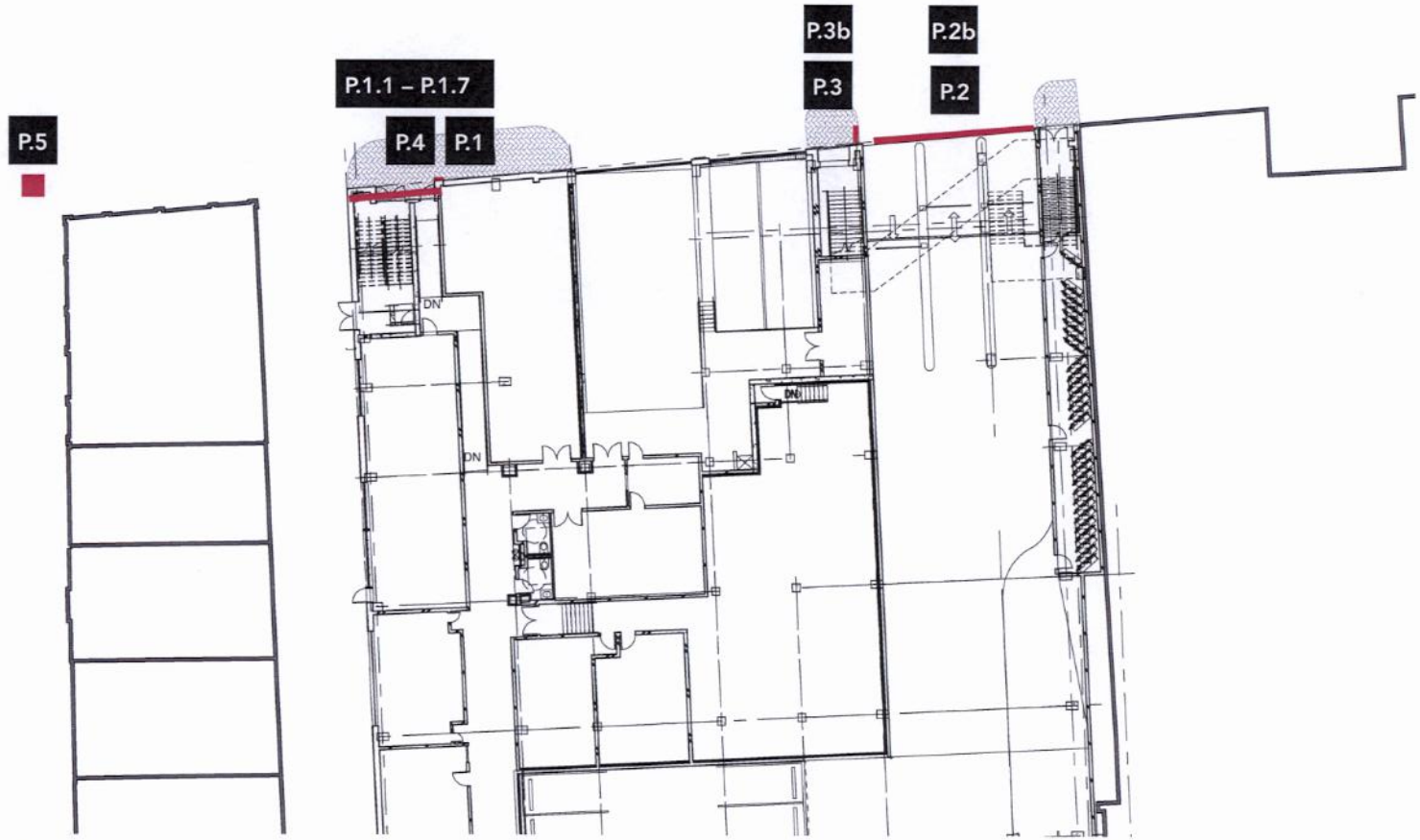
SITE PLAN — TOTAL STREET FRONTAGE AND CODE ALLOWABLE SIGNAGE SQUARE FEET TOTALS



SIGN LOCATION PLAN — MAIN STREET

PLUME STREET

P.6 HILTON ROOFTOP SIGN (ABOVE 20')



SIGN LOCATION PLAN — PLUME STREET

SIGNS BELOW 20 FEET

	LOCATION #	SIGN TYPE	MESSAGE	CONSTRUCTION/MATERIAL	ILLUMINATION	SIZE	SIGN AREA	TOTAL
MAIN STREET	M.3a	Saltine Restaurant Blade Sign	SALTINE Shellfish, Seafood, Spirits	Double Sided Aluminum Blade Sign	Internal Illumination	36" x 36"	9 sq ft	
	M.3b	Varia Restaurant Blade Sign	VARIA Modern Trattoria & Wine Bar	Double Sided Aluminum Blade Sign	Internal Illumination	36" x 36"	9 sq ft	
	M.3c	Grain Restaurant Blade Sign	GRAIN biergarten & lounge	Double Sided Aluminum Blade Sign	Internal Illumination	36" x 36"	9 sq ft	
	M.3d	Exchange Conf Center Blade Sign	EXCHANGE Confront. Educate. Collaborate.	Double Sided Aluminum Blade Sign	Internal Illumination	36" x 36"	9 sq ft	
	M.6	Vinyl Logos on Doors	Varies	Frosted Vinyl	None	11" x 3'5"	3.13 sq ft	
	M.7	Hilton Entrance Plaques	HILTON — NORFOLK THE MAIN	Aluminum Plaque	None	14" x 12" (2)	2.32 sq ft	
GRANBY STREET	G.2	Saltine Restaurant Blade Sign	SALTINE Shellfish, Seafood, Spirits	Aluminum Blade Sign	Internal Illumination	30" x 30"	6.25 sq ft	
PLUME STREET	P.1.7	Parking Disc and arrow	"P" & Arrow left	Reverse Channel Letter	Halo Illumination	42" x 42" & 24" x 24"	16.25 sq ft	
	P.2	Parking Entrance ID Sign	THE MAIN & PARKING	Reverse Channel Letters	Halo Illumination	62" x 21"	12.10 sq ft	
	P.2b	Norfolk Parking Band Sign	ENTER & EXIT	Aluminum	Internal Illumination	22'0" x 8"	14.66 sq ft	
	OMITTED P.3	~~Parking Blade Sign~~	~~"P"~~	Aluminum with Illuminated Letters	Internal Illumination	~~43" x 43"~~	~~12.84 sq ft~~	
	OMITTED P.3b	~~Parking Lot Full Sign~~	~~GARAGE FULL/OPEN~~	Aluminum Sign	LED Illumination	~~18" x 14"~~	~~1.75 sq ft~~	
	P.4	Hotel Employee Entrance Plaque	HILTON Employee Entrance	Aluminum Plaque	None	14" x 12"	1.66 sq ft	
	TOTAL						106.96 sq ft	
						CODE ALLOWABLE SIGNAGE	771 sq ft	

BUILDING SIGNAGE TABLE, PART 1

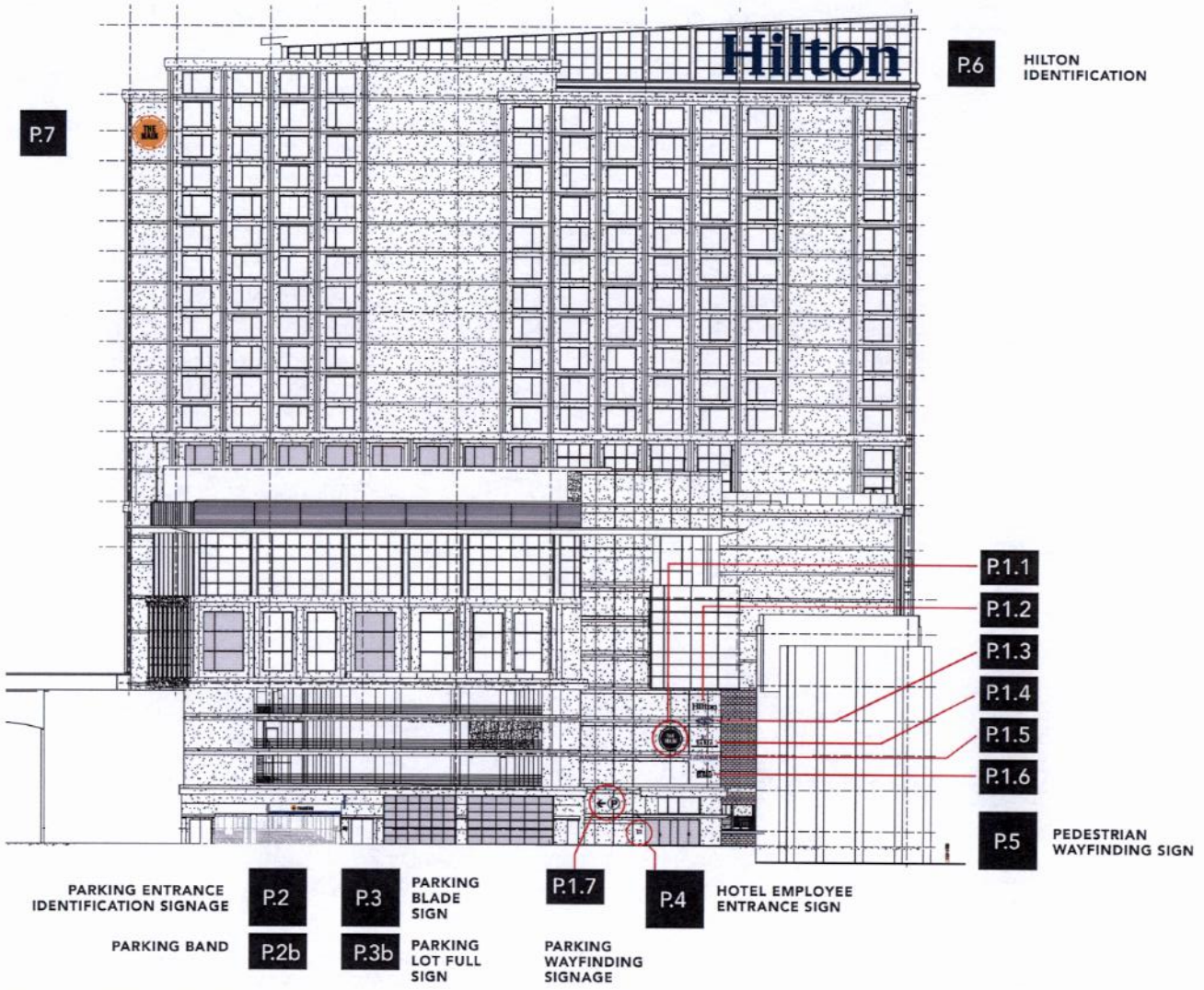
FREESTANDING SIGNS

	LOCATION #	SIGN TYPE	MESSAGE	CONSTRUCTION/MATERIAL	ILLUMINATION	SIZE	SIGN AREA	TOTAL
MAIN STREET	M.1	Freestanding Monument Sign	THE MAIN & Wayfinding	Aluminum	Internal Illumination	12'6" x 4'6" & 3'8 x 4'6"	72.75 sq ft	
	M.4	Varia Restaurant Granite Sign	VARIA	Carved Granite Sign	None	21" x 66"	9.625 sq ft	
PLUME STREET	~~P.5~~	~~Pedestrian Wayfinding~~	~~Various Wayfinding~~	~~Aluminum~~	~~Internal Illumination~~	~~13" x 13" x 5'3"~~	~~5.68 sq ft~~	
	TOTAL						88.06 sq ft	
						CODE ALLOWABLE SIGNAGE	100 sq ft	

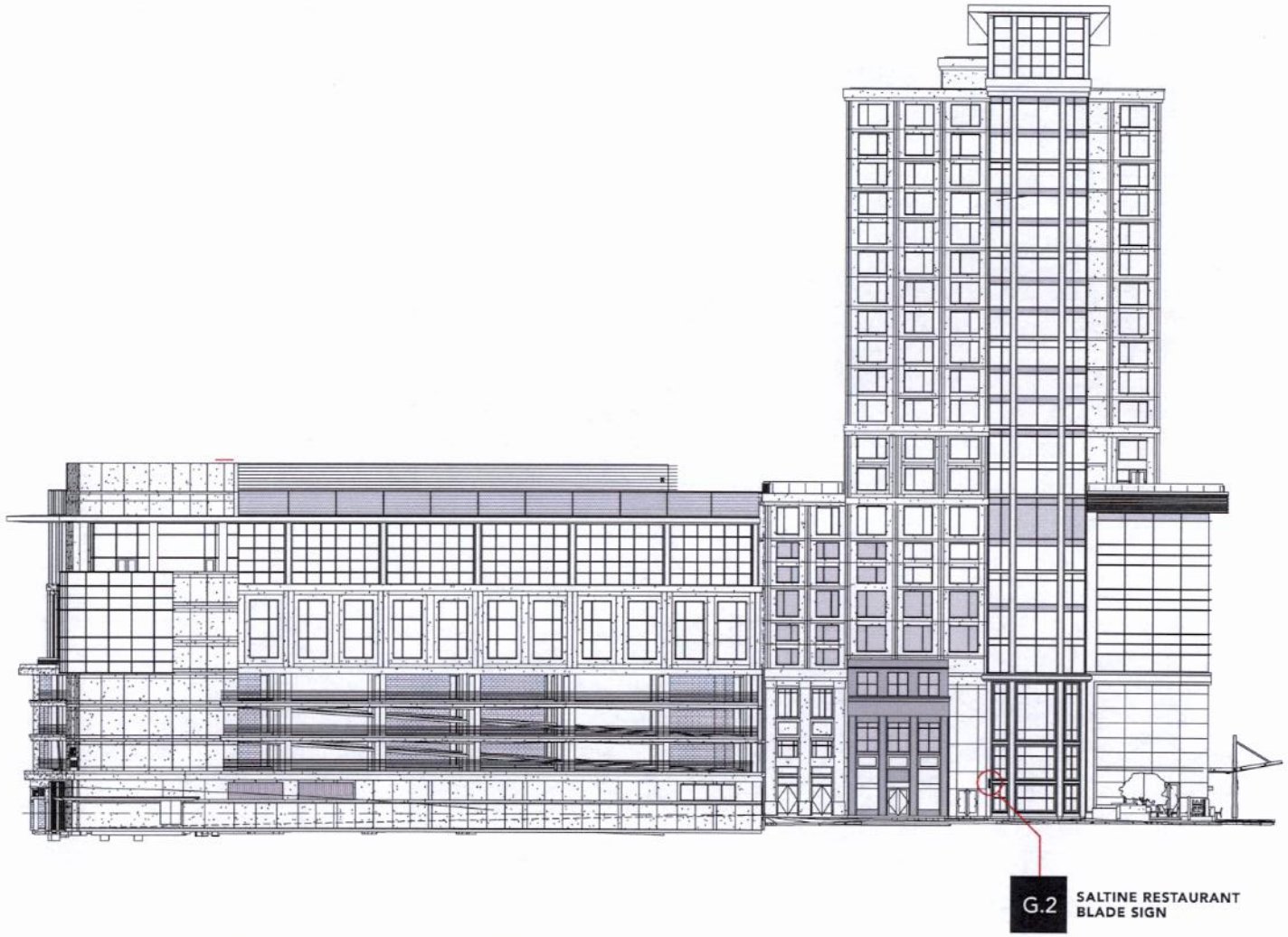
SIGNS ABOVE 20 FEET

	LOCATION #	SIGN TYPE	MESSAGE	CONSTRUCTION/MATERIAL	ILLUMINATION	SIZE	SIGN AREA	TOTAL
MAIN STREET	M.8	Grain Restaurant Sign	GRAIN biergarten & lounge	Channel Letter Logo	Halo Illumination	27'0" x 4'10"	130.5 sq ft	
	M.9	HILTON ID Logo Sign	HILTON	Channel Letters	Internal Illumination	11'5" x 27'6" & 8'3" x 23'0"	503.75 sq ft	
EAST ELEVATION	E.1	THE MAIN ID Sign	(Logo) THE MAIN	Channel Letter Logo	Internal Illumination	20'0" x 20'0"	400 sq ft	
PLUME STREET	P.6	HILTON ID Logo Sign	HILTON	Channel Letters	Internal Illumination	11'5" x 27'6" & 8'3" x 23'0"	503.75 sq ft	
	P.1.1	THE MAIN Logo Sign	(Logo) THE MAIN	Reverse Channel Letters	Halo Illumination	6'10" x 6'10"	46.69 sq ft	
	P.1.2	Hilton Logo Sign	HILTON	Reverse Channel Letters	Halo Illumination	7'0" x 2'0"	14 sq ft	
	P.1.3	Saltine Logo Sign	SALTINE Shellfish, Seafood, Spirits	Reverse Channel Letters	Halo Illumination	6'7" x 3'3"	21.4 sq ft	
	P.1.4	Varia Logo Sign	VARIA Modern Trattoria & Wine Studio	Reverse Channel Letters	Halo Illumination	7'10" x 3'9"	29.37 sq ft	
	P.1.5	Exchange Logo Sign	EXCHANGE Confront. Educate. Collaborate	Reverse Channel Letters	Halo Illumination	7'0" x 1'8 1/2"	12.25 sq ft	
	P.1.6	Grain Logo Sign	GRAIN biergarten & lounge	Reverse Channel Letters	Halo Illumination	4'6 1/2" x 2'6"	11.35 sq ft	
	TOTAL						1673.06 sq ft	
						CODE ALLOWABLE SIGNAGE	2,400 sq ft	

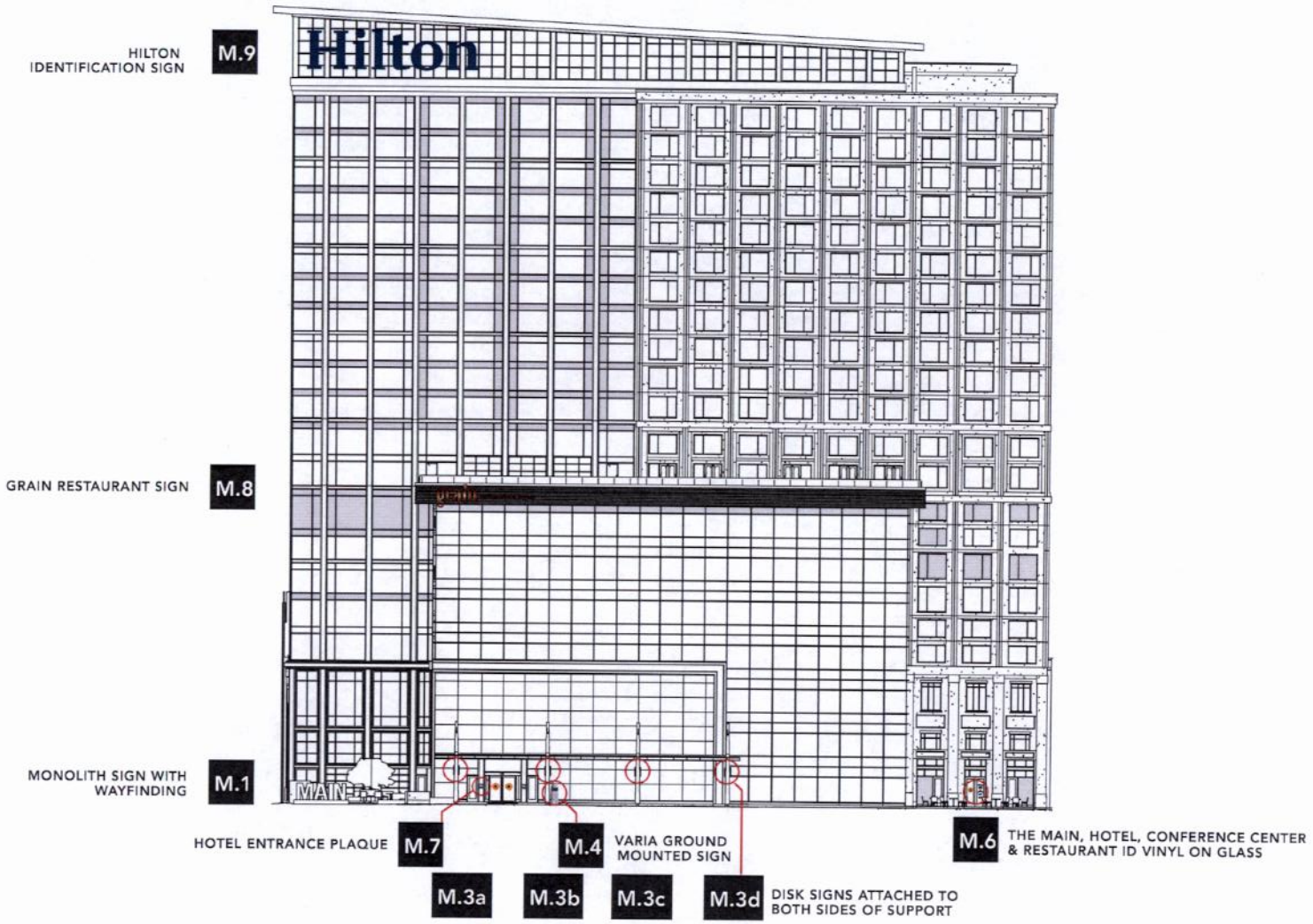
BUILDING SIGNAGE TABLE, PART 2



THE MAIN SIGNAGE PLAN PLUME STREET ELEVATION



THE MAIN SIGNAGE PLAN WEST ELEVATION GRANBY STREET ELEVATION

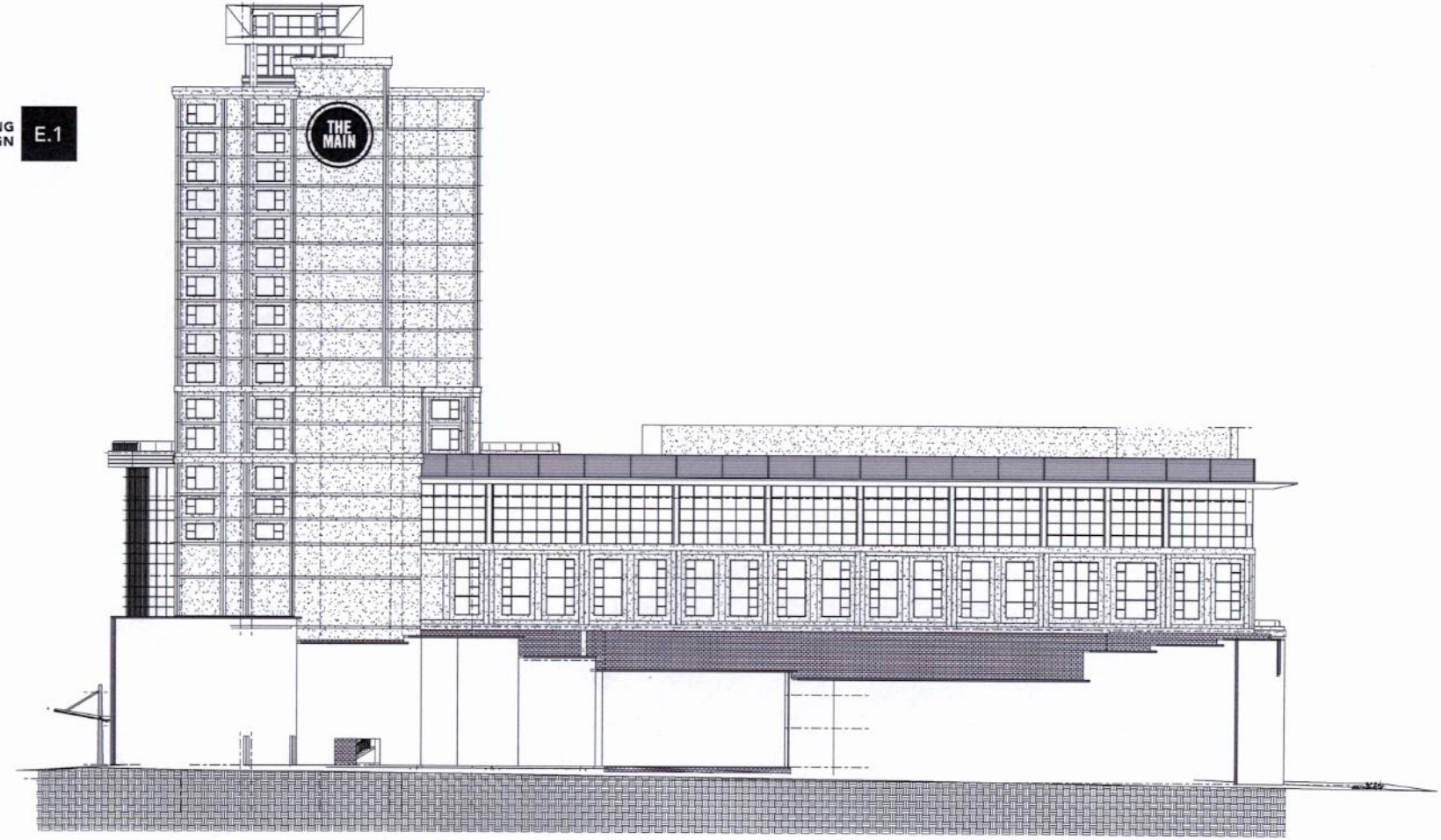


THE MAIN SIGNAGE PLAN SOUTH ELEVATION

MAIN STREET ELEVATION

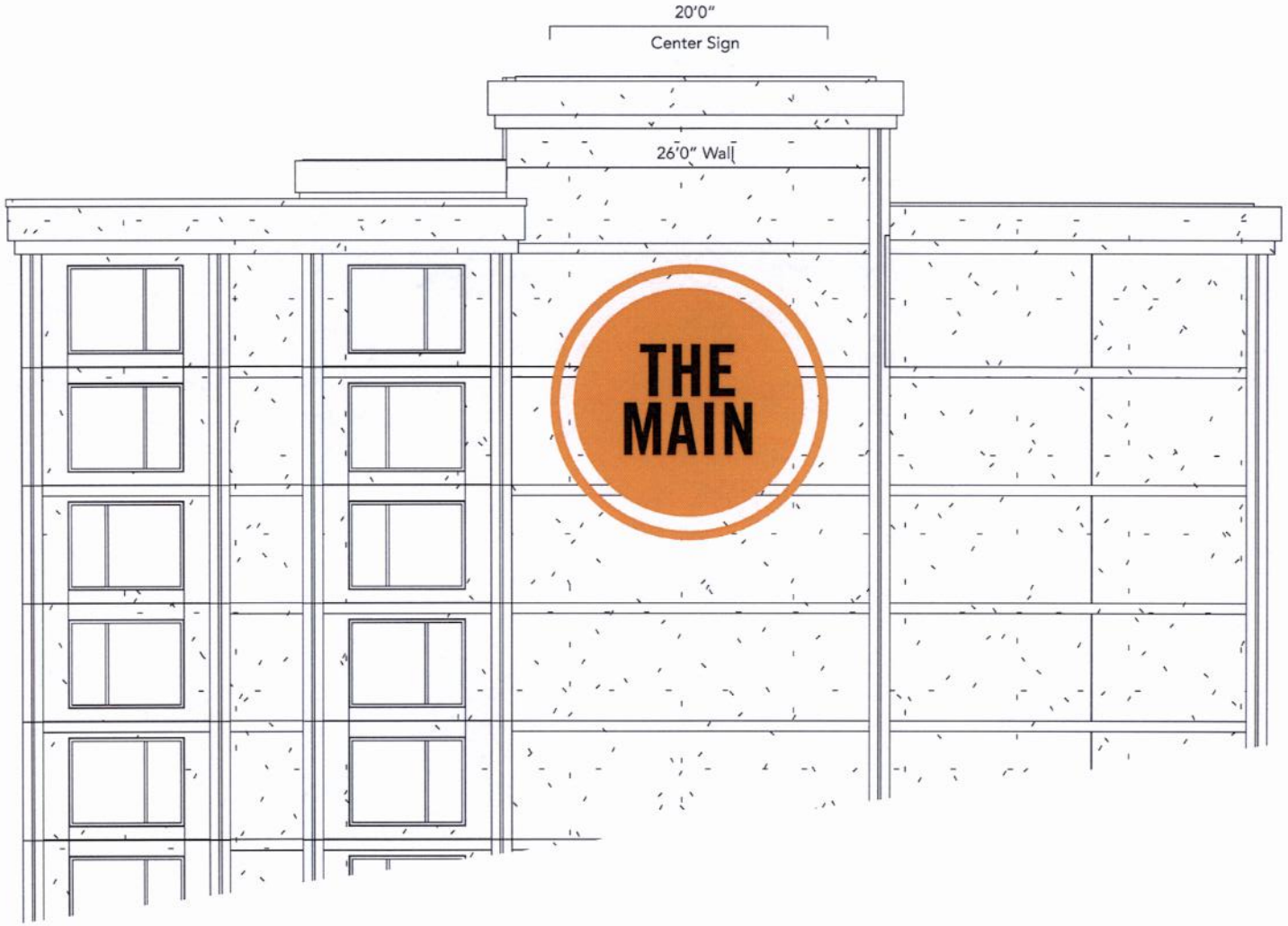
M.0

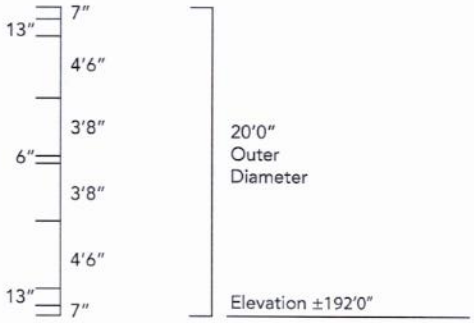
THE MAIN BUILDING ID SIGN E.1



THE MAIN SIGNAGE PLAN EAST ELEVATION

E.0





THE MAIN SIGN EAST ELEVATION
Scale: 1/8" = 1'0"

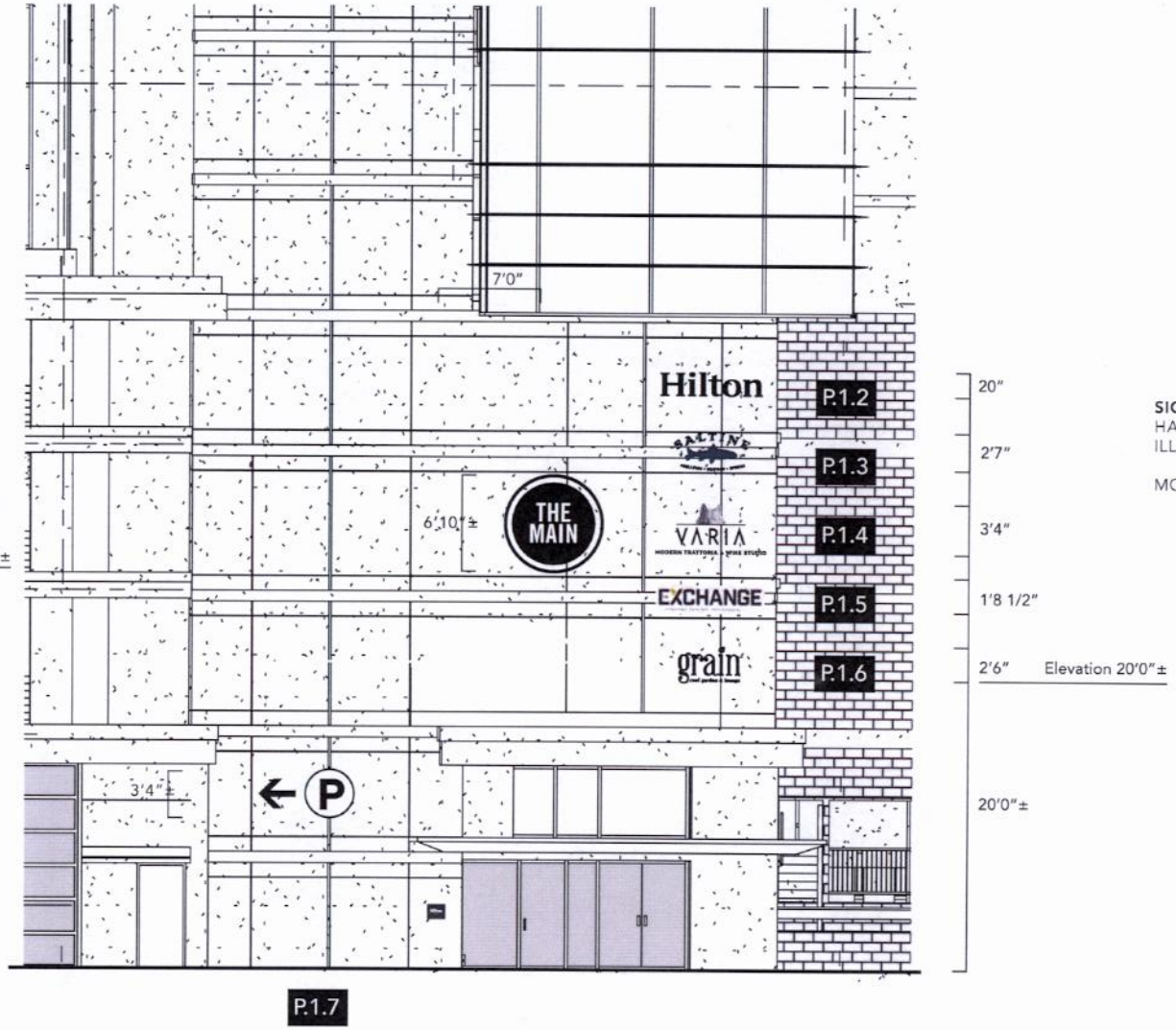
SIGNAGE FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
20'0" Diameter, 5" Deep, Channnel Logo.

COLOR
Brand Yellow

ELECTRICAL
WHITE LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.
All illuminated signage require client's electrician to furnish & install a complete photocell and/or time clock to allow signs to operate at designated intervals.
NO SIGN SHALL OPERATE ON A 24/7 BASIS.

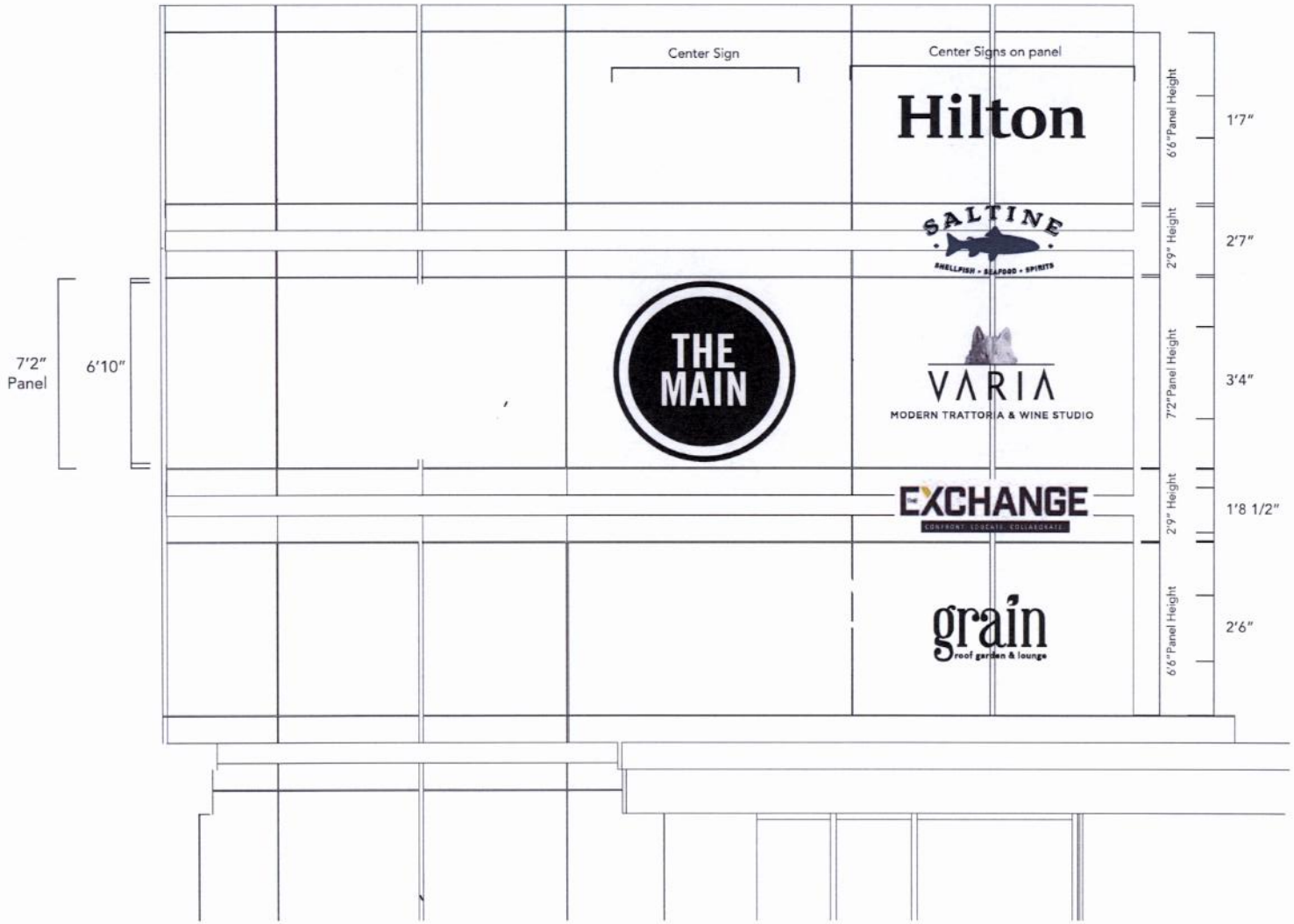
MOUNTING:
Mounted direct to wall. Show connection to building in shop drawings. To be coordinated with architect.



SIGN CONCEPT:
HALO-LIT CHANNEL LETTERS WITH WHITE LED ILLUMINATION BACK-LIGHTING LETTERS.

MOUNTED DIRECT TO BUILDING WALL.

WAYFINDING WALL PLUME STREET ELEVATION
Scale: 1/8" = 1'0"



WAYFINDING WALL PLUME STREET ELEVATION
Scale: 1/4" = 1'0"

SIGNAGE FABRICATION SPECIFICATIONS

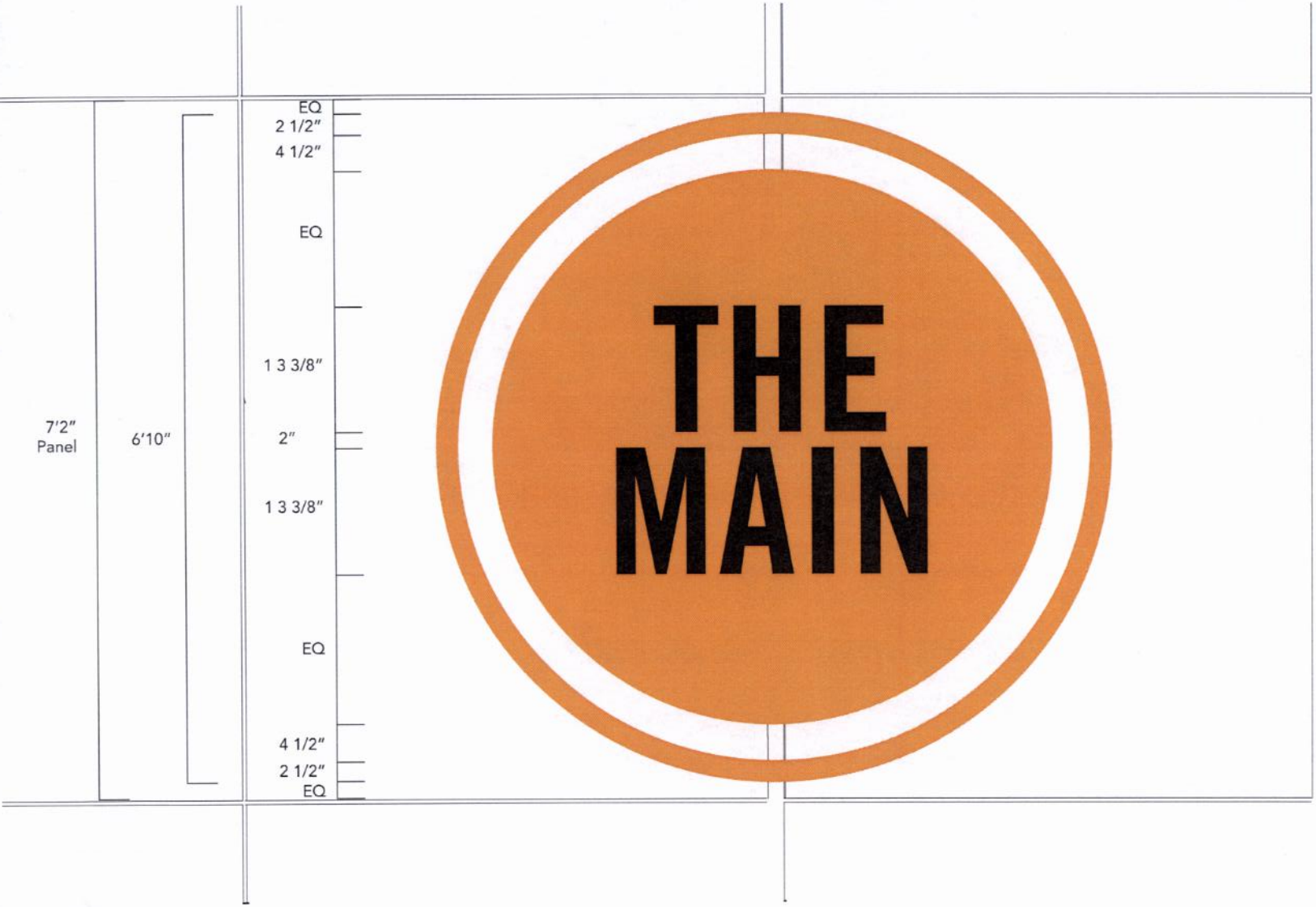
Halo-lit Channels Letters

SIGN CONSTRUCTION
5" Deep, Aluminum Halo-lit Reverse Channnel Letters. pin-mounted away 1 1/2" – 2" from wall surface.
White LED Illumination.

COLOR
The Main: Brand Yellow
All others in individual Brand Colors

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.

MOUNTING:
Mounted direct to wall. Show connection to building in shop drawings. To be coordinated with architect.



MOUNTNG SECTION
PLACEHOLDER

SIGNAGE
FABRICATION SPECIFICATIONS

Halo-lit Channel Letters

SIGN CONSTRUCTION
5" Deep, Aluminum Halo-lit Reverse Channnel Letters.
pin-mounted away 1 1/2" to wall surface.
White LED Illumination.

COLOR
Background to match Brand Yellow
Type to match Black

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign

MOUNTING:
Mounted direct to wall. Show connection to building in shop drawings. To be coordinated with architect.

WAYFINDING WALL THE MAIN DETAIL
Scale: 1" = 1'0"

Center Signs on panel

7'0"±

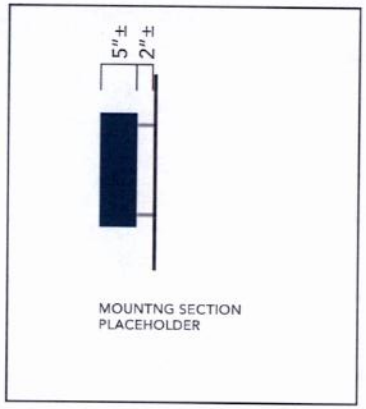
6'6"Panel Height

Hilton

EQ

2'0"±

EQ



SIGNAGE FABRICATION SPECIFICATIONS

Halo-lit Channels Letters

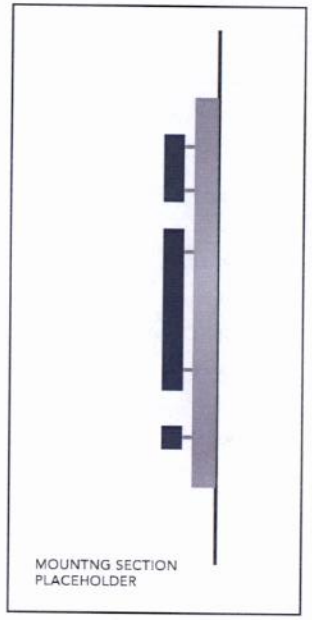
SIGN CONSTRUCTION
5" Deep, Aluminum Halo-lit Reverse Channnel Letters. pin-mounted away 1 1/2"– 2" to wall surface. White LED Illumination.

COLOR
Background to match Hilton Blue

ELECTRICAL
LED Illumination. Build to UL specifications. Show in shop drawings. Power must be pulled to sign.

MOUNTING:
Mounted direct to wall. Show connection to building in shop drawings. To be coordinated with architect.

WAYFINDING WALL HILTON DETAIL
Scale: 1" = 1'0"



SIGNAGE
FABRICATION SPECIFICATIONS

Halo-lit Channels Letters

SIGN CONSTRUCTION
5" Deep, Aluminum Halo-lit Reverse Channnel Letters.
pin-mounted away 1 1/2"– 2" from background panel.
White LED Illumination.

COLOR
Background to match Blue PMS 7694

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.

MOUNTING:
Mounted direct to wall. Show connection to building in shop drawings. To be coordinated with architect.

WAYFINDING WALL SALTINE DETAIL
Scale: 1" = 1'0"

SIGNAGE FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
5" Deep Aluminum, Halo-lit
Reverse Channnel Letters.
Pin-mounted away 1 1/2" – 2"
from wall surface.
White LED Illumination.
"MODERN TRATTORIA & WINE STUDIO"
To be 8" x 7'10" Reverse Channel Panel
with 3/4" push-thru acrylic letters

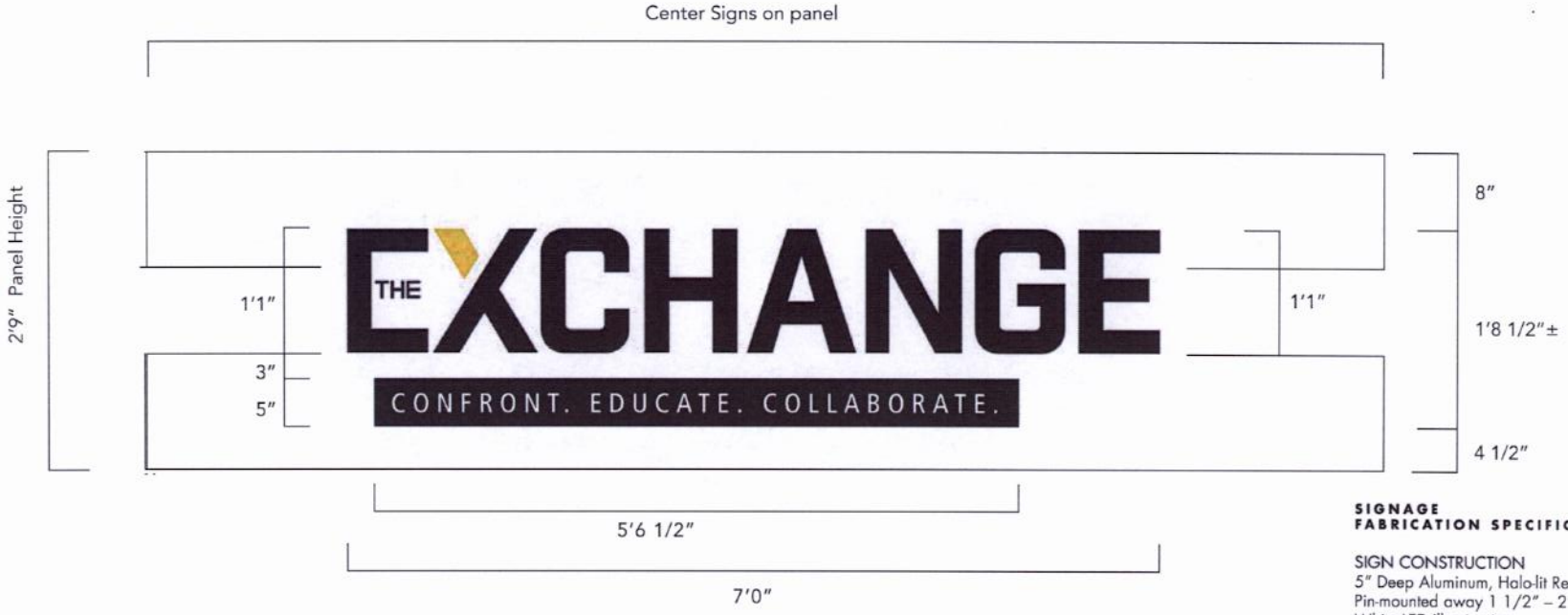
COLOR
TBD

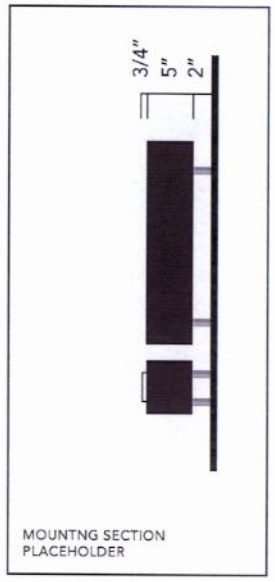
ELECTRICAL
LED Illumination.
Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign

MOUNTING:
Mounted direct to wall.
Show connection to building in shop drawings.
To be coordinated with architect.

WAYFINDING WALL
Scale: 1" = 1'0"

VARIA DETAIL





SIGNAGE
FABRICATION SPECIFICATIONS

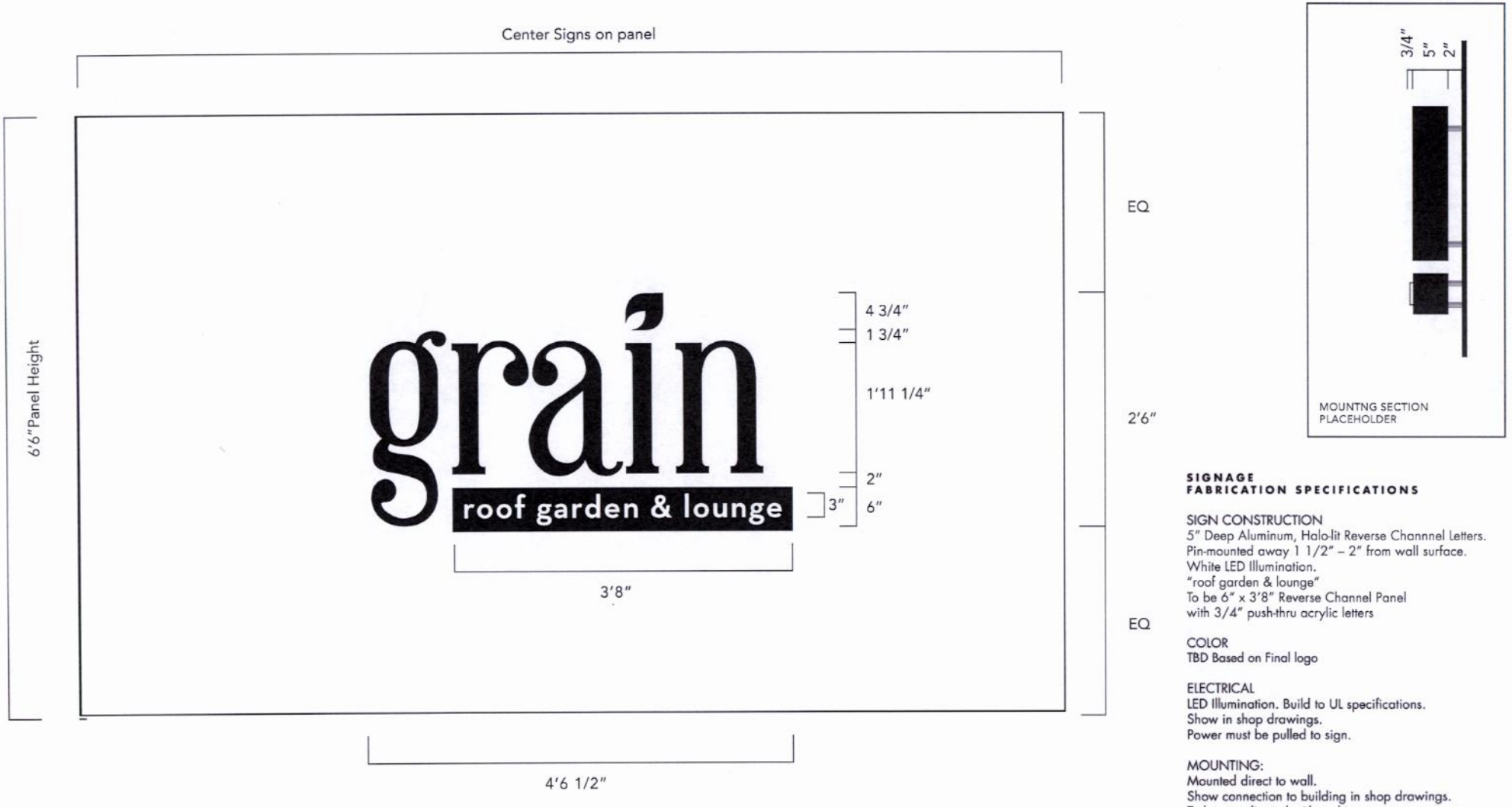
SIGN CONSTRUCTION
5" Deep Aluminum, Halo-lit Reverse Channnel Letters.
Pin-mounted away 1 1/2" – 2" from wall surface.
White LED Illumination.
"CONFRONT. EDUCATE. COLLABORATE"
To be 5" x 5'6 1/2" Reverse Channel Panel
with 3/4" push-thru acrylic letters

COLOR
Yellow TBD
Grey TBD

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.

MOUNTING:
Mounted direct to wall.
Show connection to building in shop drawings.
To be coordinated with architect.

WAYFINDING WALL EXCHANGE DETAIL
Scale: 1" = 1'0"



SIGNAGE
FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
5" Deep Aluminum, Halo-lit Reverse Channnel Letters.
Pin-mounted away 1 1/2" – 2" from wall surface.
White LED Illumination.
"roof garden & lounge"
To be 6" x 3'8" Reverse Channel Panel
with 3/4" push-thru acrylic letters

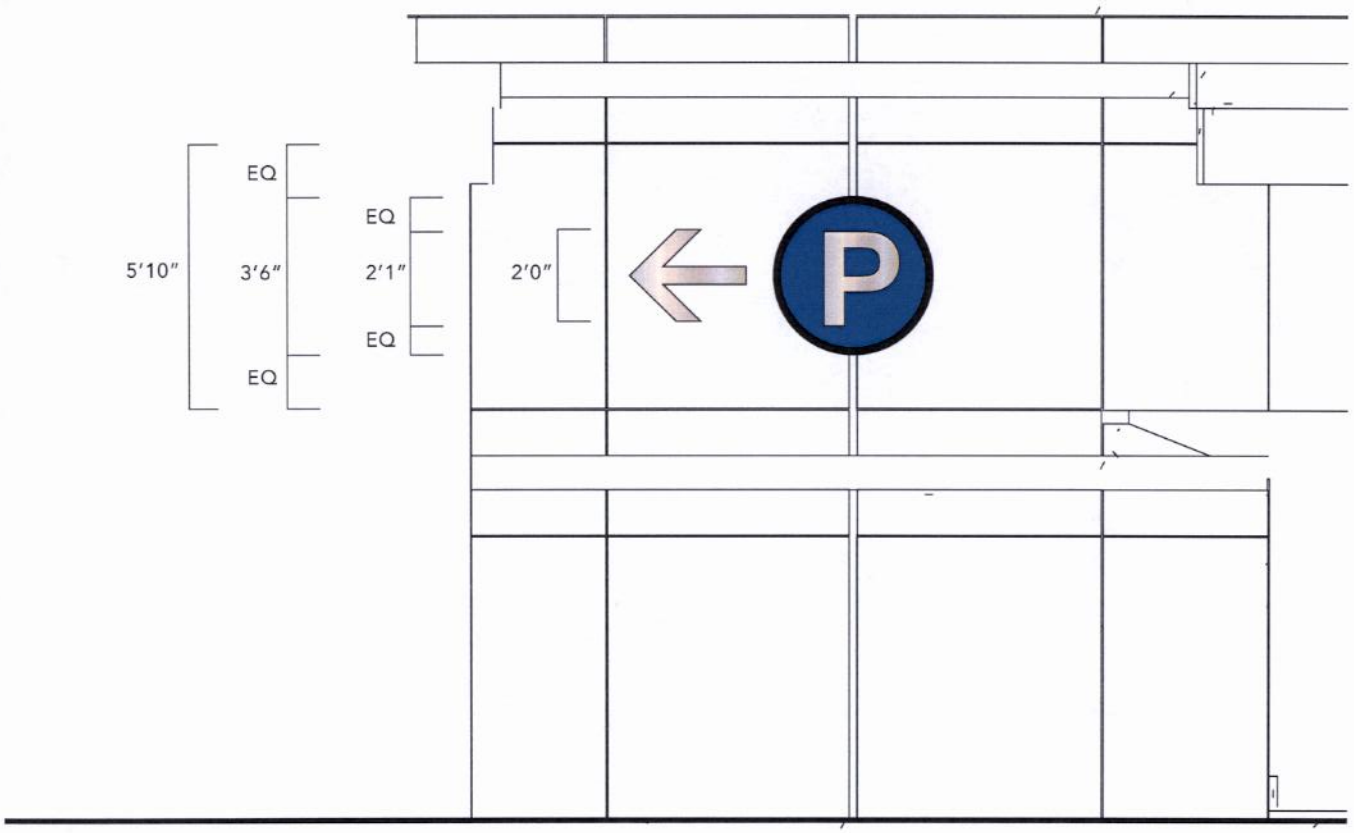
COLOR
TBD Based on Final logo

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.

MOUNTING:
Mounted direct to wall.
Show connection to building in shop drawings.
To be coordinated with architect.

WAYFINDING WALL GRAIN DETAIL
Scale: 1" = 1'0"

Center Disk on reveal



SIGNAGE FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
5" Deep Aluminum, Halo-lit Reverse Channnel Letters.
Pin-mounted away 1 1/2" – 2" from background osk.
White LED Illumination.

COLOR
Background to match "Parking" Blue
"P" To match metallic silver

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.

MOUNTING:
Mounted direct to wall.
Show connection to building in shop drawings.
To be coordinated with architect.

WAYFINDING WALL PARKING DISC AND ARROW
Scale: 3/8" = 1'0"

SIGN CONCEPT:
THE MAIN LOGO & HALO-LIT CHANNEL LETTERS WITH WHITE LED ILLUMINATION BACK-LIGHTING LETTERS

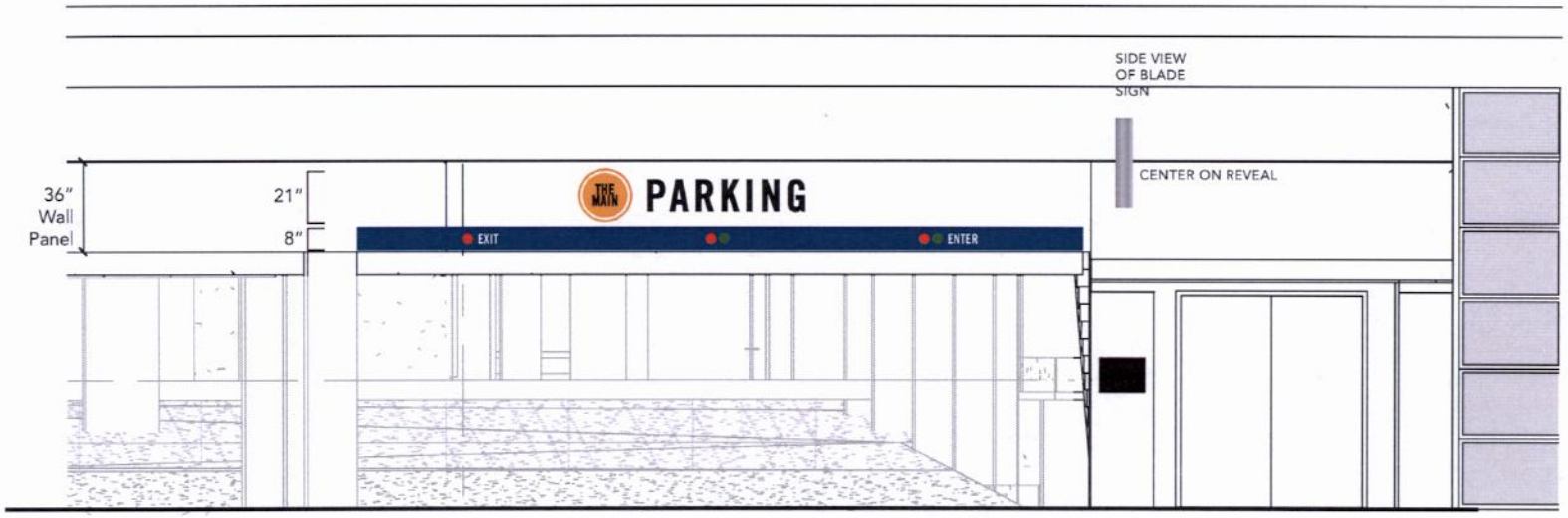
NORFOLK PARKING BAND TO MATCH STANDAD BLUE AND RED & GREEN LIGHTS

ALL ATTACH TO BUILDING AT PARKING GARAGE ENTRANCE

P.3

P.2

PARKING ENTRANCE IDENTIFICATION & NORFOLK PARKING BAND SIGN PLUME STREET ELEVATION
Scale: 1/8" = 1'0"



PARKING BAND LIGHTING
Red & Green lights indicating lane direction as required by City of Norfolk.

The Center Lane to have a red and a green light because it is a swing lane.
The Right Entry lane to have a red and green light so all lanes can be closed if necessary.
The Left Exit lane to only have a red light becasue it will be used for exit only traffic

SIGNAGE FABRICATION SPECIFICATIONS

Halo-lit Channels Letters

SIGN CONSTRUCTION
5" Deep, Aluminum Halo-lit Reverse Channnel Letters.
pin-mounted away 1 1/2"–2" from wall surface.
White LED Illumination.

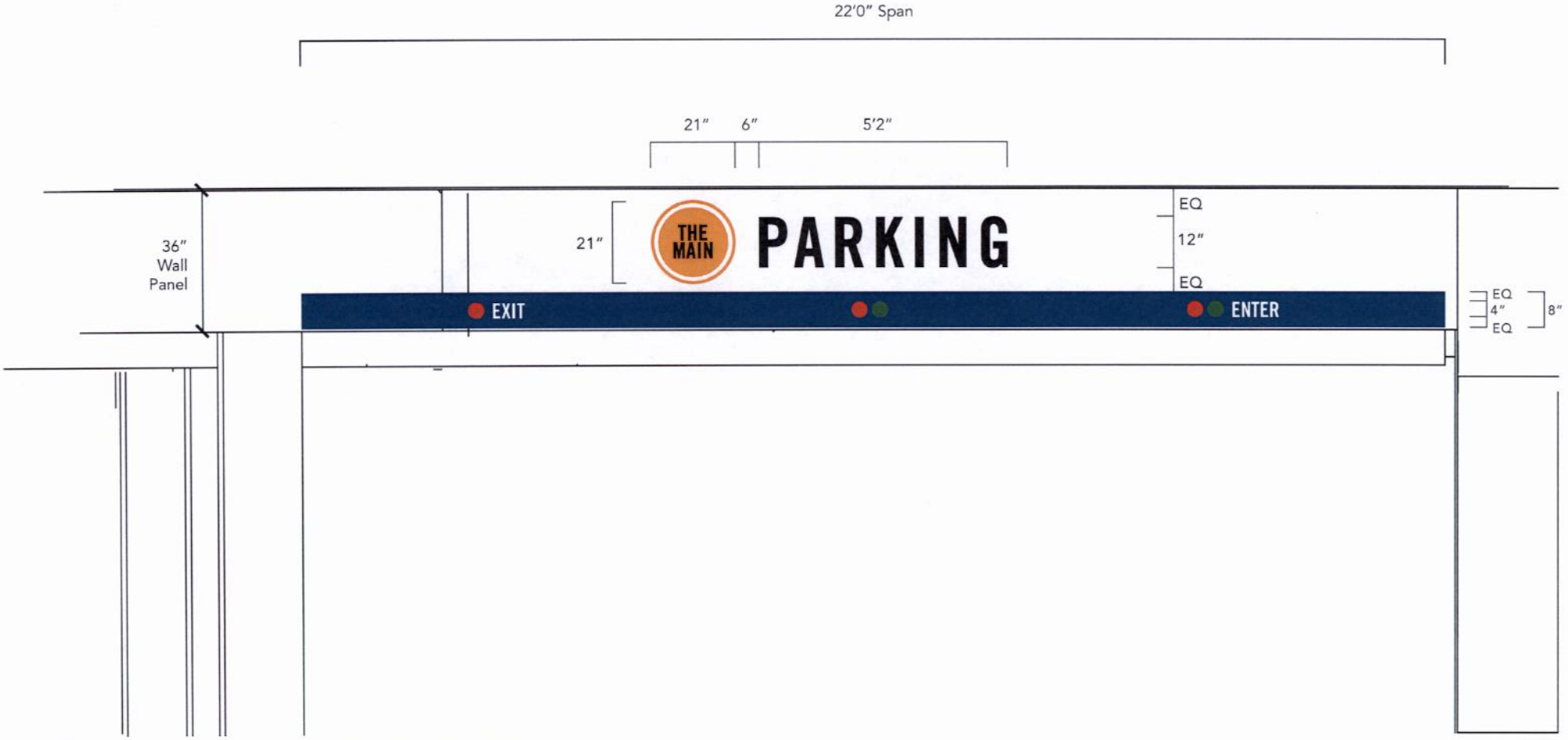
COLOR
LOGO:Background painted Brand Yellow
PARKING: Text to be Black

BAND
Color to Match Norfolk Standard Blue/Green
with white lettering.
Red & Green lights as required by Norfolk.

ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.

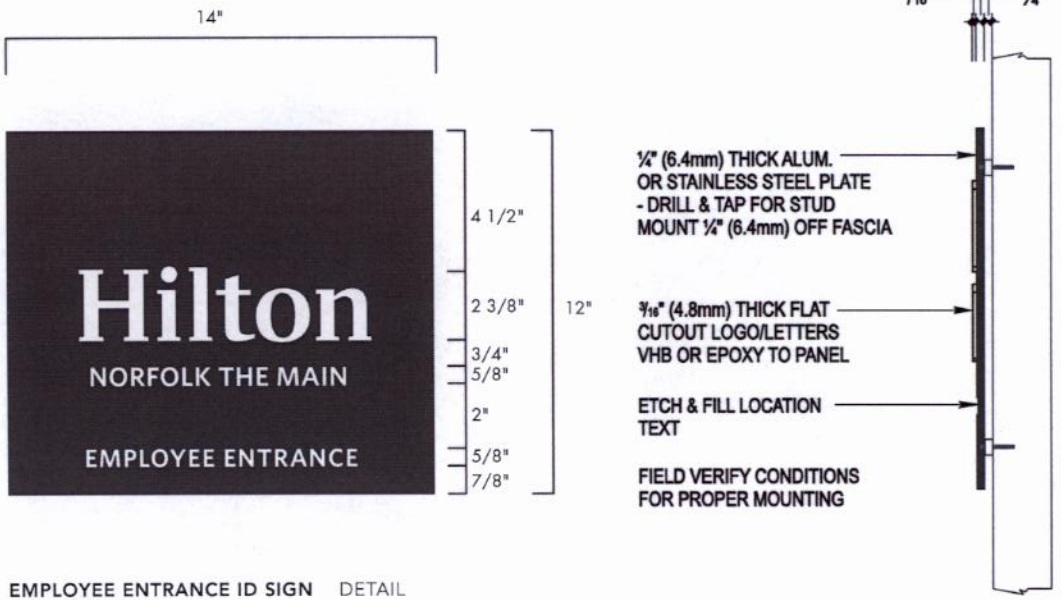
MOUNTING:
Mount direct to building panel above entrance to garage.
Show connection to building in shop drawings.
To be coordinated with architect.

PARKING ENTRANCE IDENTIFICATION PLUME STREET ELEVATION
Scale: 1/4" = 1'0"



PARKING ENTRANCE IDENTIFICATION DETAIL
Scale: 1/2" = 1'0"

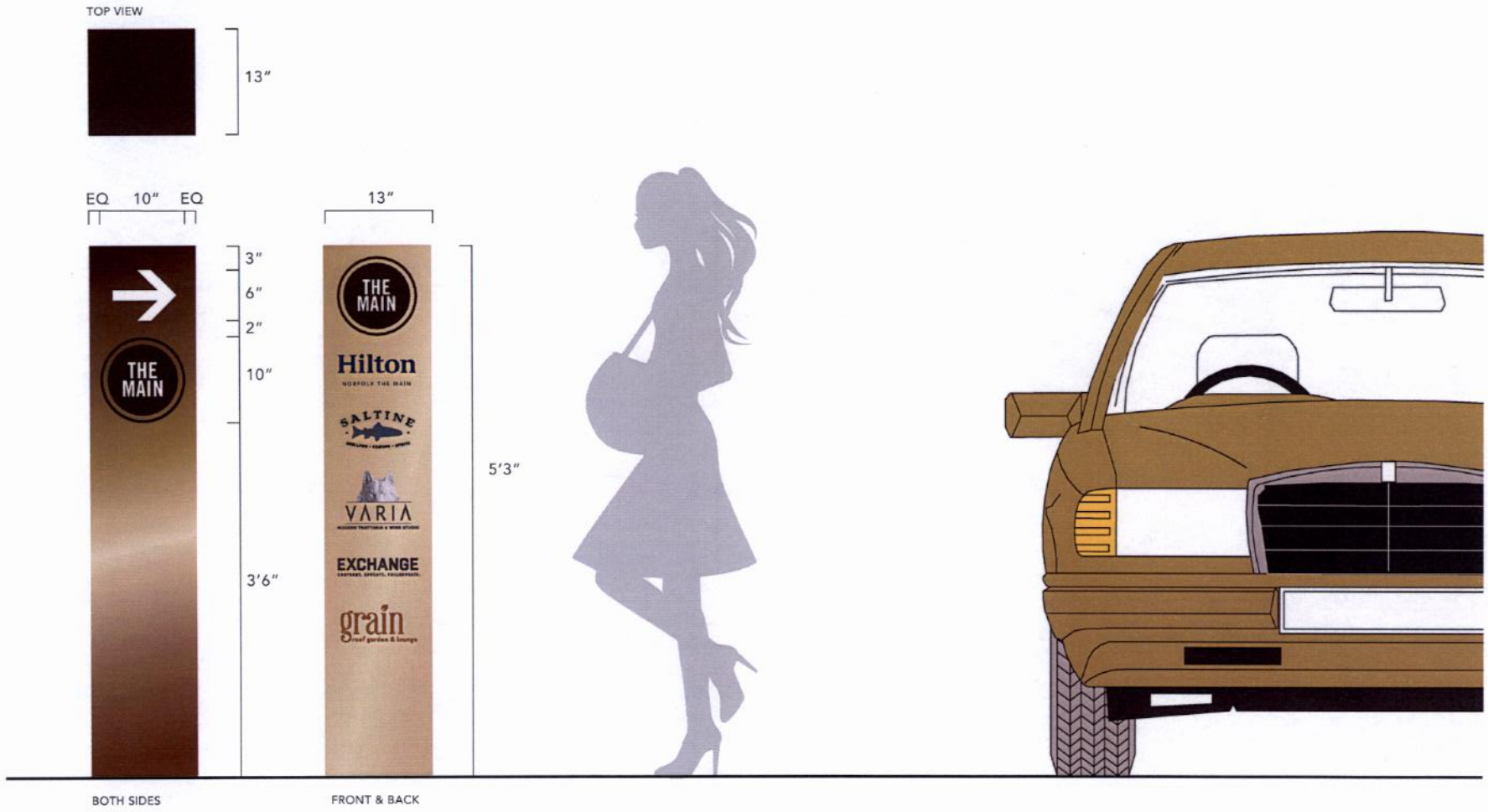
EMPLOYEE ENTRANCE IDENTIFICATION PLUME STREET ELEVATION
Scale: 1/2" = 1'0"



EMPLOYEE ENTRANCE ID SIGN DETAIL
Scale: 1/4" = 1"

Elevation

1. ¼" (6.4mm) THICK ALUM. PANEL PAINTED **AKZO SIGN91431 GRAY METALLIC (PAINT SAMPLE AVAILABLE UPON REQUEST)** W/ SATIN FINISH
   - FLAT CUTOUT ALUM. LOGO/LETTERS PTD. SATIN WHITE.
   - LOCATION TEXT TO BE ETCHED & FILLED SATIN WHITE.
2. ¼" (6.4mm) THICK STAINLESS STEEL W/ FINE #4 BRUSH FINISH.
   - FLAT CUTOUT ALUM. LOGO/LETTERS PAINTED PMS 540c W/ SATIN FINISH.
   - LOCATION TEXT ETCHED & FILLED **AKZO SIGN60155 DARK BLUE (PMS 540c = RAL 5022)** W/ SATIN FINISH.

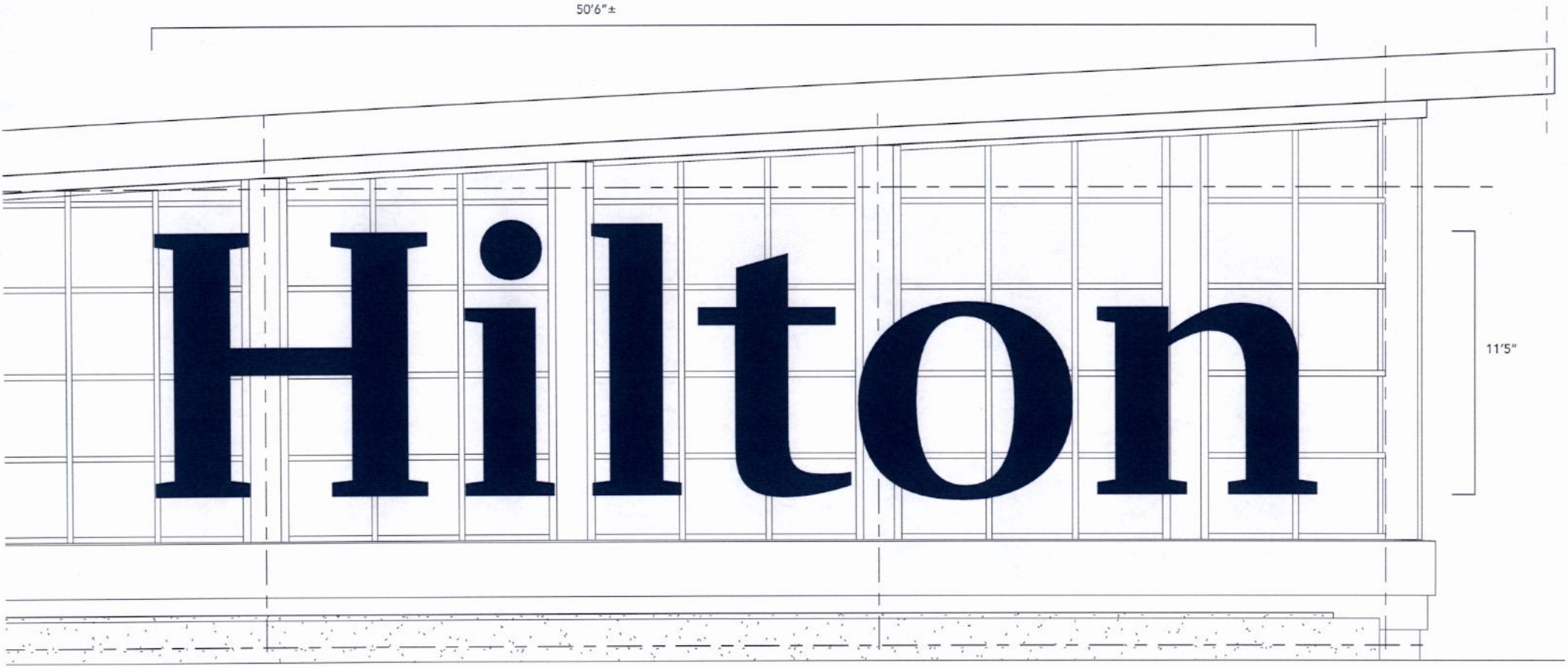


SIGN CONSTRUCTION:
FABRICATED ALUMINUM SIGN WITH WAYFINDING TO RESTAURANTS.

PEDESTRIAN WAYFINDING SIGN AT CORNER OF PLUME & GRANBY ELEVATION
Scale: 1″ - 1′0″

SIGN CONSTRUCTION:
ALUMINUM CHANNEL LETTER CONSTRUCTION.
ACRYLIC FACES TO BE HILTON BLUE DURING DAY
ILLUMINATED WHITE AT NIGHT

HOTEL IDENTIFICATION PLUME STREET "ROOFTOP" ELEVATION
Scale: 1/16" = 1'0"



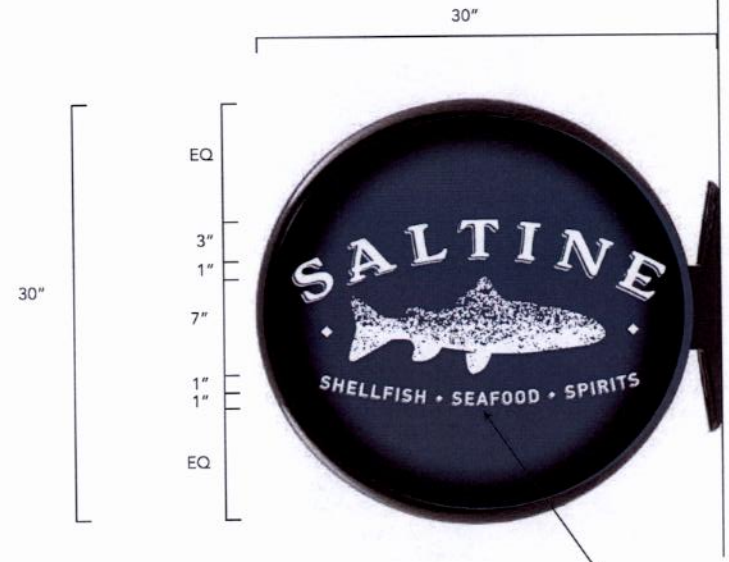
HOTEL IDENTIFICATION PLUME STREET "ROOFTOP" DETAIL
Scale: 1/4" = 1'0"

SIGN FABRICATION
CUSTOM FABRICATED
INTERNALLY ILLUMINATED BLADE SIGN
PAINTED ALUMINUM FISHING REEL BRACKET
AND "FISHING LINE" AROUND BLADE SIGN "REEL"

SIDE VIEW

HIGH GLOSS PAINTED BLACK METAL REEL.

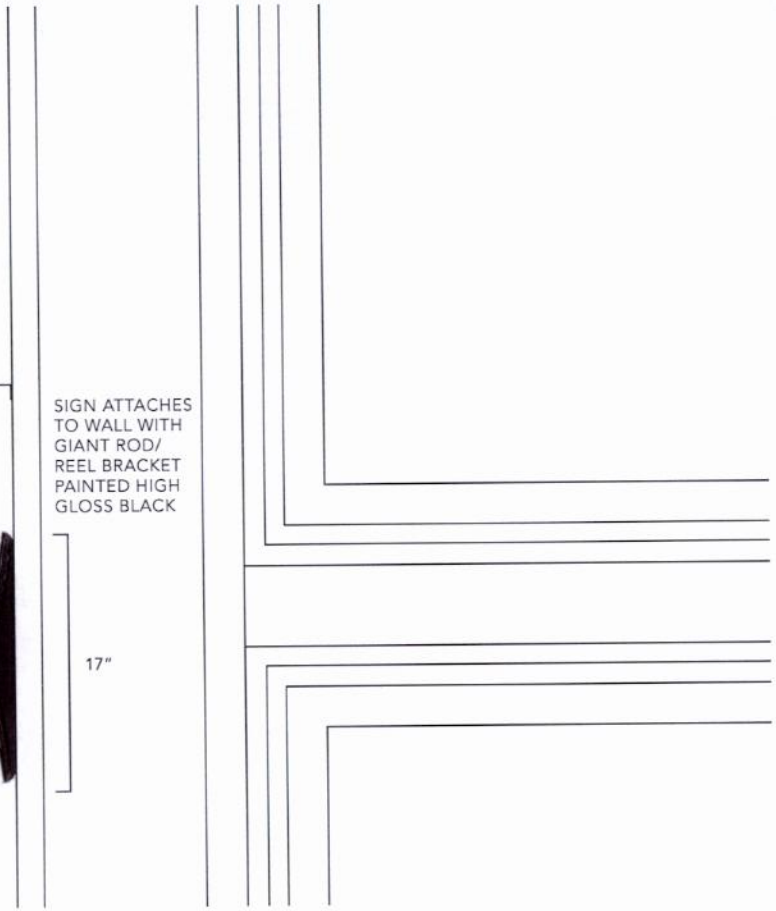
SIDE VIEW TO HAVE FISHING LINE (TO SCALE)
WRAPPED AROUND REEL



FRONT & BACK
(DOUBLE-SIDED SIGN)

LOGOTYPE AND FISH TO BE PAINTED REVERSE CHANNEL
HALO LIT GRAPHICS AGAINST HIGH GLOSS BRAND BLUE BACKGROUND.

FISH SCALES TO BE SHIMMERY SILVER INDIVIDUAL SCALES.



SALTINE RESTAURANT WAYFINDING & IDENTIFICATION SIGNAGE GRANBY STREET
Scale: 1/8" - 1'0"

AKZO SIGN FINISHES LIGHT BRONZE

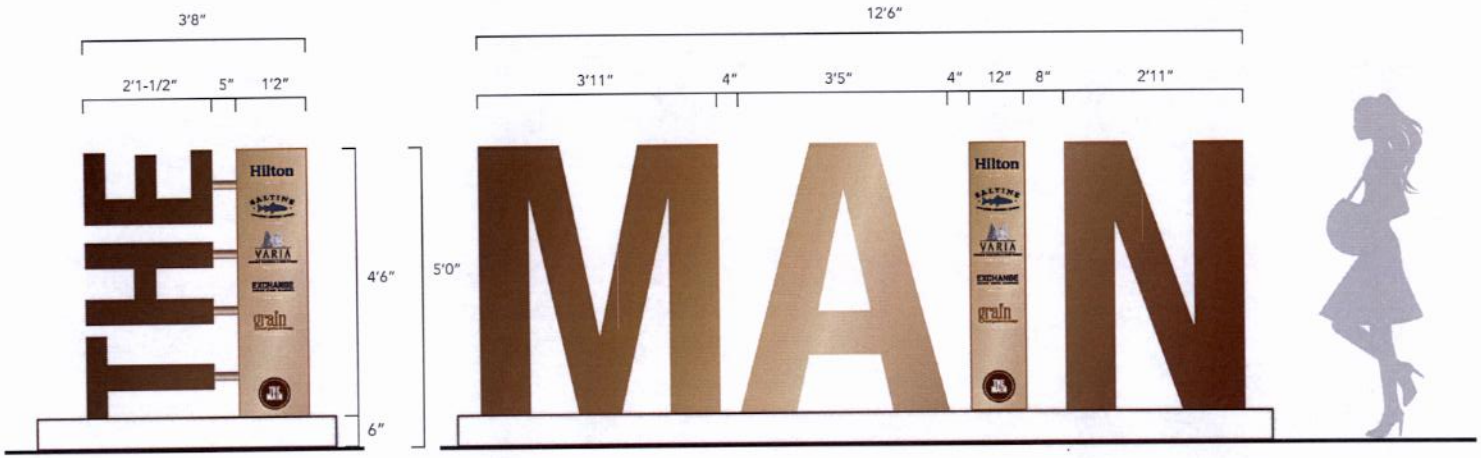
AKZO SIGN FINISHES BRASS

AKZO SIGN FINISHES DARK BRONZE

AKZO SIGN FINISHES COPPER

AKZO SIGN FINISHES BRASS

AKZO SIGN FINISHES STEEL GREY



SIDE VIEW

FRONT VIEW

EACH LETTER TO BE PAINTED DIFFERENT WARM METAL COLOR

SIGN CONCEPT:
"THE MAIN" DIMENSIONAL MONOLITHIC LOGO SIGN WITH HILTON, EXCHANGE CONFERENCE CENTER, & RESTAURANT IDENTIFICATION AND WAYFINDING AT CORNER OF POCKET PARK.

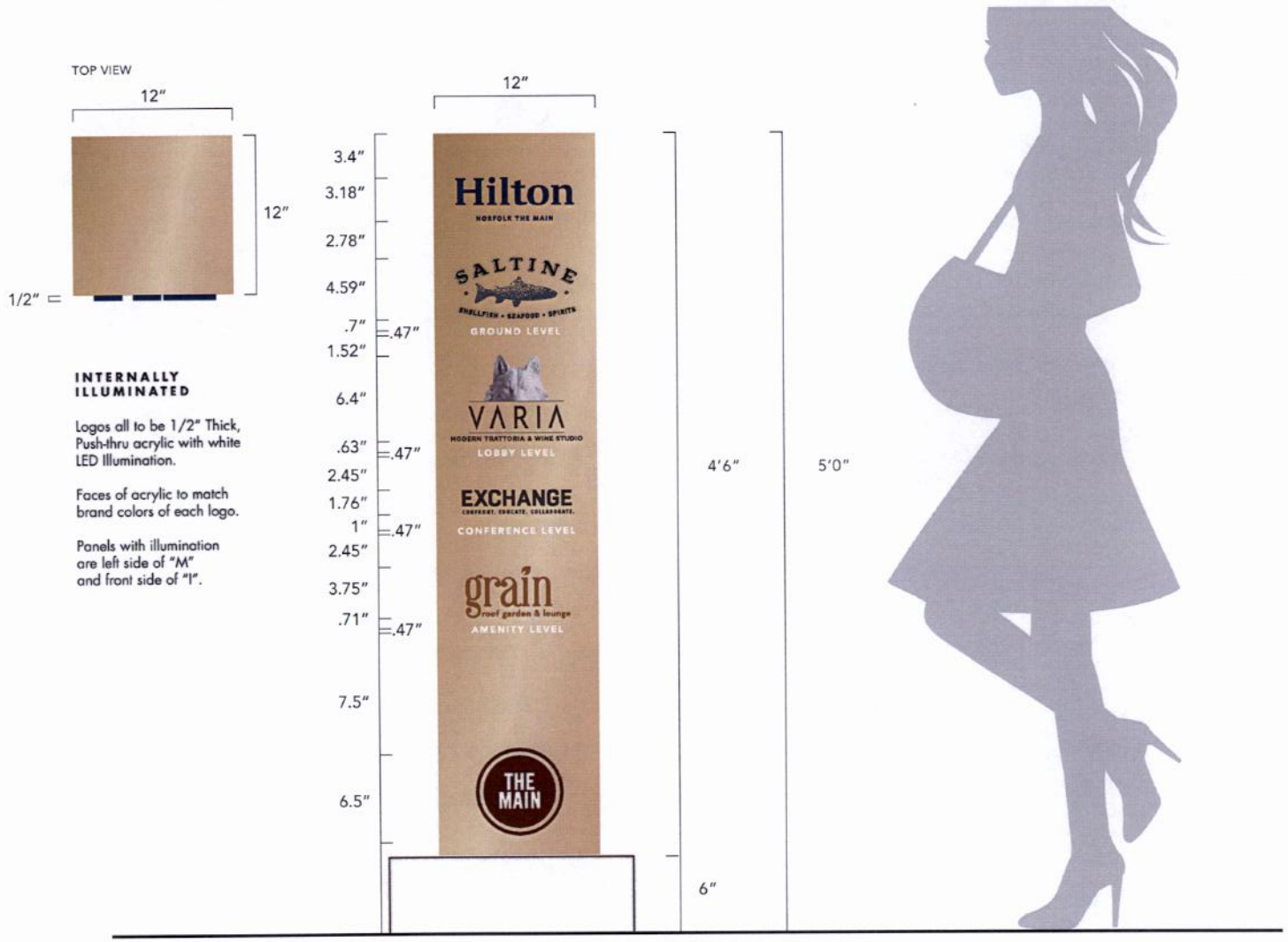
ILLUMINATED SIGN PANELS
WAYFINDING PANELS TO APPEAR ON SIDE OF "M" FACING GRANBY & ON THE FRONT OF THE "I" FACING MAIN. WAYFINDING PANELS TO BE INTERNALLY ILLUMINATED.
LOGOS TO BE 1/2" PUSH-THRU ACRYLIC WITH BRAND COLOR FACES.

FABRICATED METAL SIGN WITH EXPOSED WELDS

THE MAIN MONOLITH SIGN ELEVATION
Scale: 1/2" = 1'0"

SIZE
72.75SF

M.1



INTERNALLY ILLUMINATED

Logos all to be 1/2" Thick, Push-thru acrylic with white LED Illumination.

Faces of acrylic to match brand colors of each logo.

Panels with illumination are left side of "M" and front side of "I".

SIGNAGE FABRICATION SPECIFICATIONS

Graphics Wayfinding Panel

SIGN CONSTRUCTION
12"x 4'6" Baked Enamel Sign Panel

COLOR
Background painted to match AKZO Light Bronze
Logos to illuminate full color Brand ID colors

COLOR OPTION:
Logos all to be illuminated white

ILLUMINATION
Logos all to be 1/2" Thick, Push-thru acrylic with white LED Illumination.

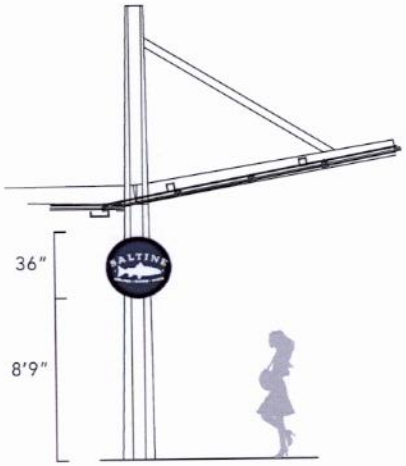
MOUNTING:
Sleeves into 6" concrete base.
Base by others.

POWER REQUIRED TO BE PULLED TO SIGN

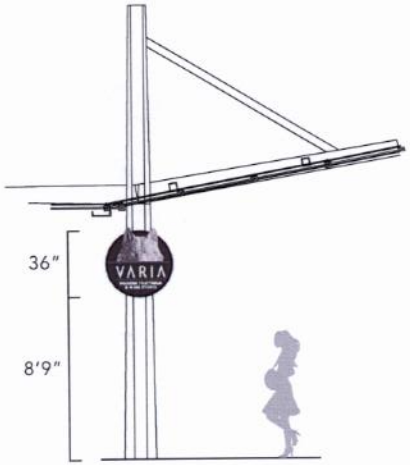
MONOLITH SIGN
Scale: 1/8"= 1"

DETAIL OF INTERNALLY ILLUMINATED WAYFINDING PANELS

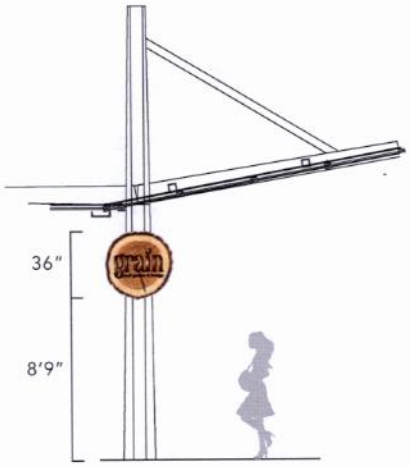
NOTE:
POWER TO BE PULLED TO EACH SIGN



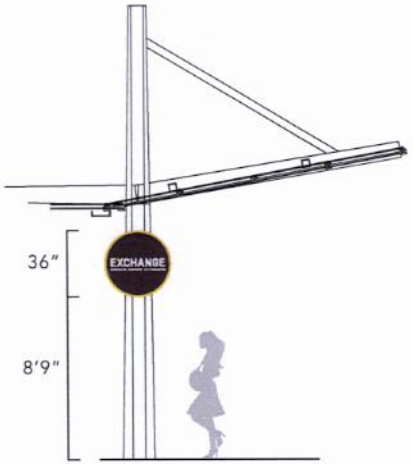
SIGN LOCATION M.3A
SIGNS INSTALLED ON BOTH SIDES OF SUPPORT
INTERNALLY ILLUMINATED



SIGN LOCATION M.3B
SIGNS INSTALLED ON BOTH SIDES OF SUPPORT
INTERNALLY ILLUMINATED

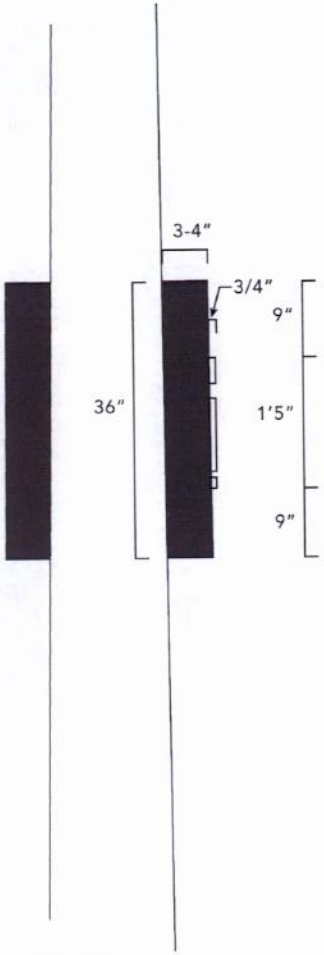


SIGN LOCATION M.3C
SIGNS INSTALLED ON BOTH SIDES OF SUPPORT
INTERNALLY ILLUMINATED



SIGN LOCATION M.3D
SIGNS INSTALLED ON BOTH SIDES OF SUPPORT
INTERNALLY ILLUMINATED

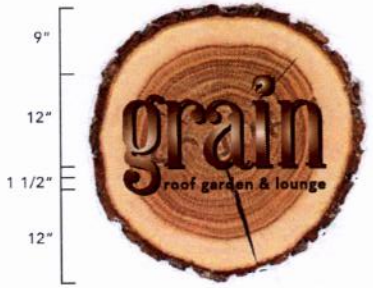
INTERNALLY ILLUMINATED RESTAURANT AND CONFERENCE CENTER IDENTIFICATION DISK SIGNS AT MAIN ENTRANCE OFF MAIN STREET
Scale: 3/16"= 1"



SIDE VIEW

M.3A

M.3B



M.3C

M.3D

SIGNAGE FABRICATION SPECIFICATIONS

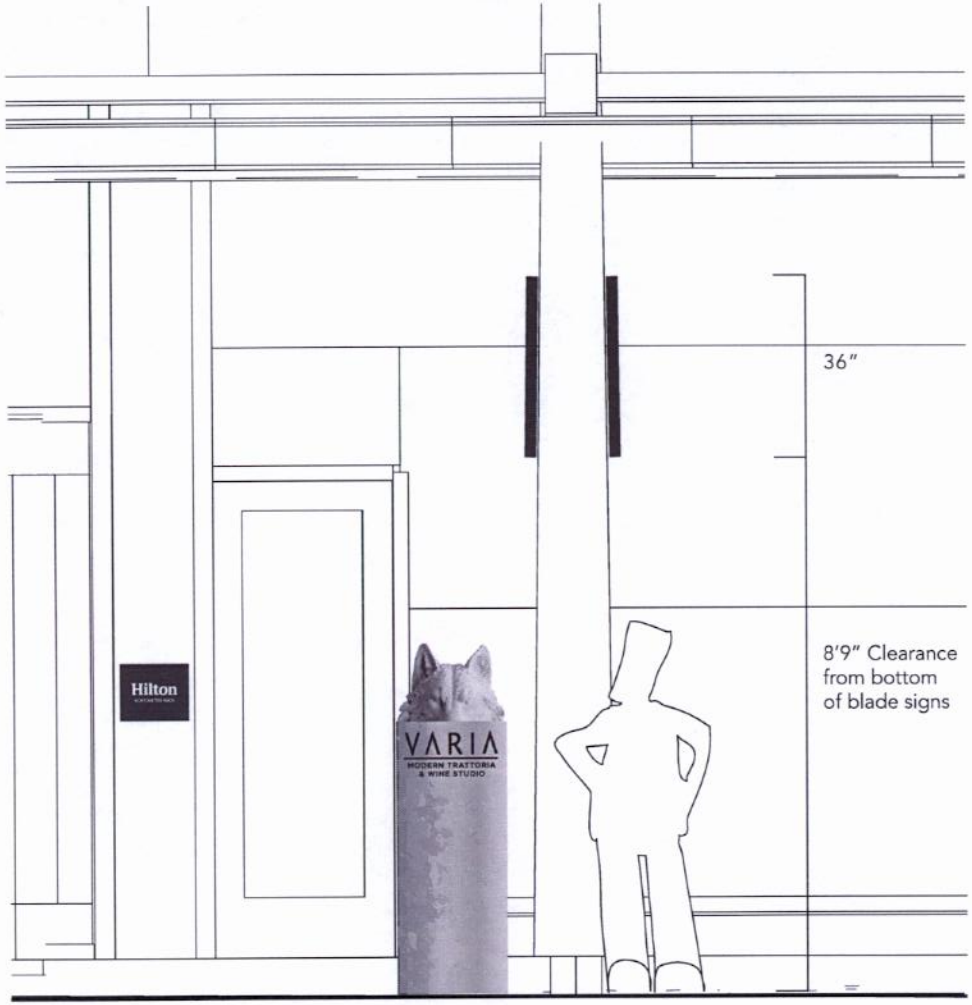
Internally Illuminated Disc Signs

SIGN CONSTRUCTION
36" Diameter x 3" - 4" Deep
Painted aluminum disc signs with 3/4" push-thru graphics.
White LED Illumination.
Backs to be finished painted aluminum

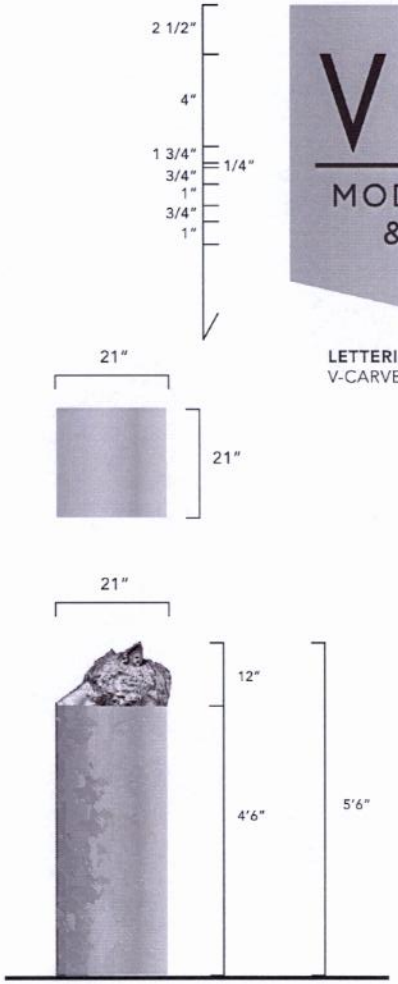
COLOR
Painted Brand ID colors

MOUNTING:
Mounts to both sides of the vertical supports. CONNECTION TO BE COORDINATED WITH CANOPY SHOP DRAWINGS. Fabricator to show all connections in shop drawings.

INTERNALLY ILLUMINATED RESTAURANT AND CONFERENCE CENTER IDENTIFICATION DISK SIGNS AT MAIN ENTRANCE OFF MAIN STREET
Scale: 1/8"= 1"



FRONT



SIDE

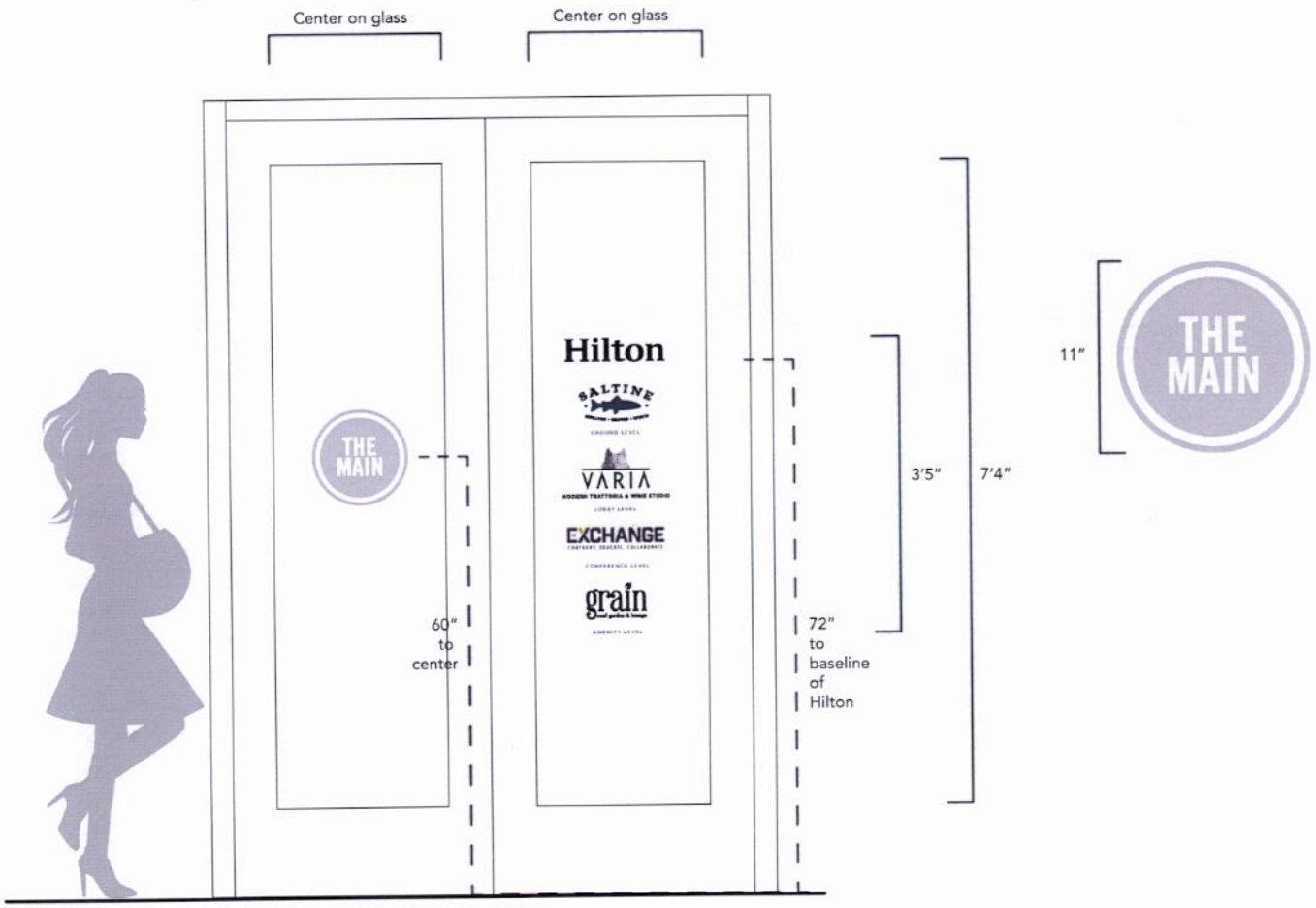
VARIA
MODERN TRATTORIA
& WINE STUDIO

LETTERING:
V-CARVED IN GRANITE

SIGN CONSTRUCTION:
WOLF TO BE CARVED FROM BLOCK OF GRANITE.
LETTERS TO BE V-CARVED IN GRANITE.

COLOR
ARCHITECT TO PROVIDE GRANITE SPECIFICATION

VARIA GRANITE SCUPTURAL SIGN
Scale: 1/2"= 1'0"



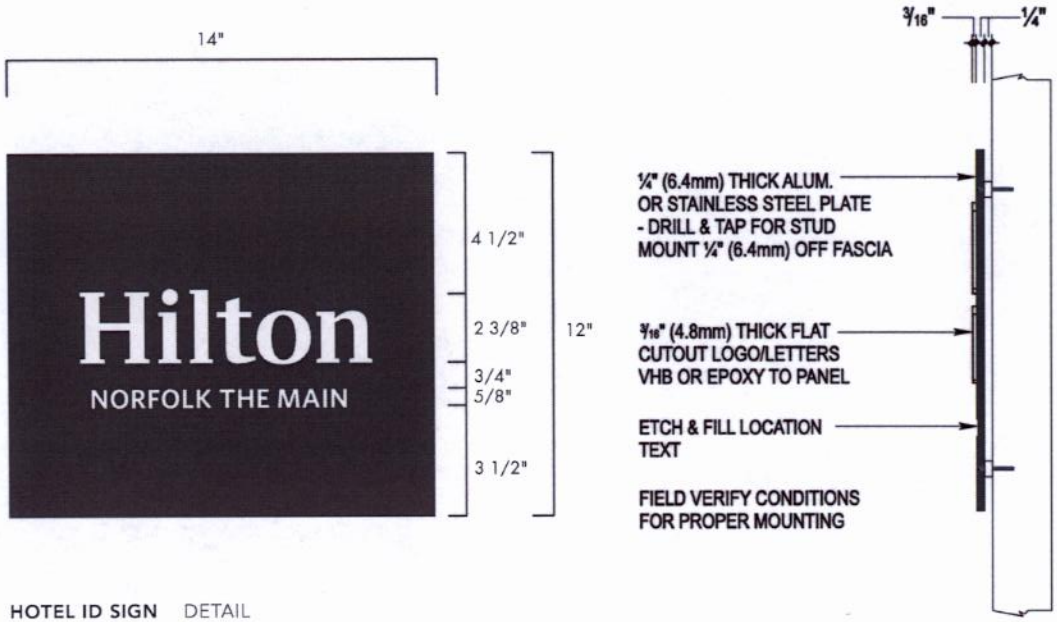
SIGNAGE FABRICATION SPECIFICATIONS

VINYL:
All logos to be frosted vinyl
Etchmark or Dusted Crystal.

All applied to second surface of glass.

THE MAIN, HOTEL, CONFERENCE CENTER & RESTAURANT IDENTIFICATION VINYL ON GLASS AT ENTRANCE
Scale: 3/4" = 1'0"

HOTEL ID SIGN HEIGHT
60" from center of sign to finished floor

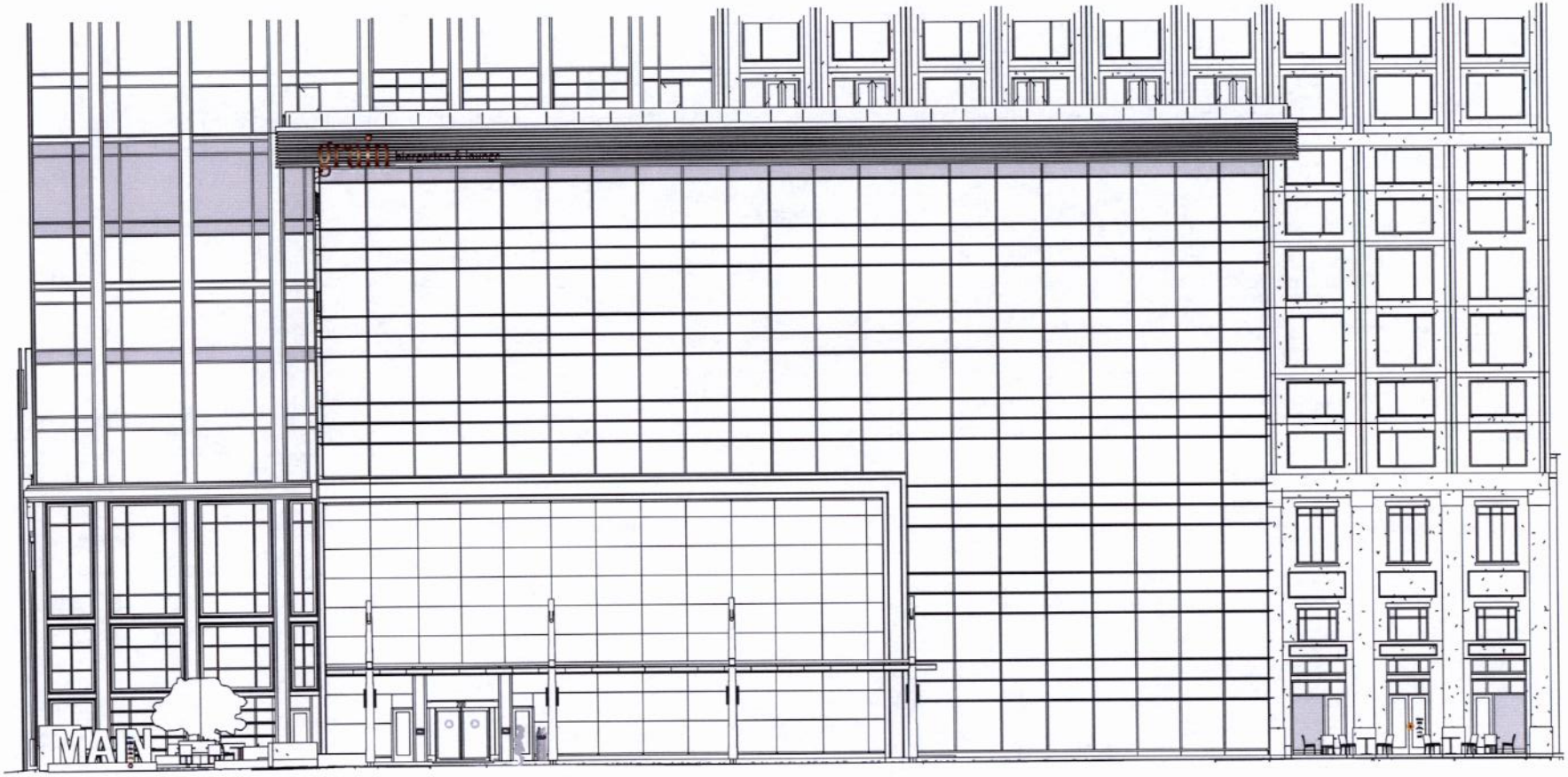


HOTEL ID SIGN DETAIL
Scale: 1/4" = 1"

Elevation

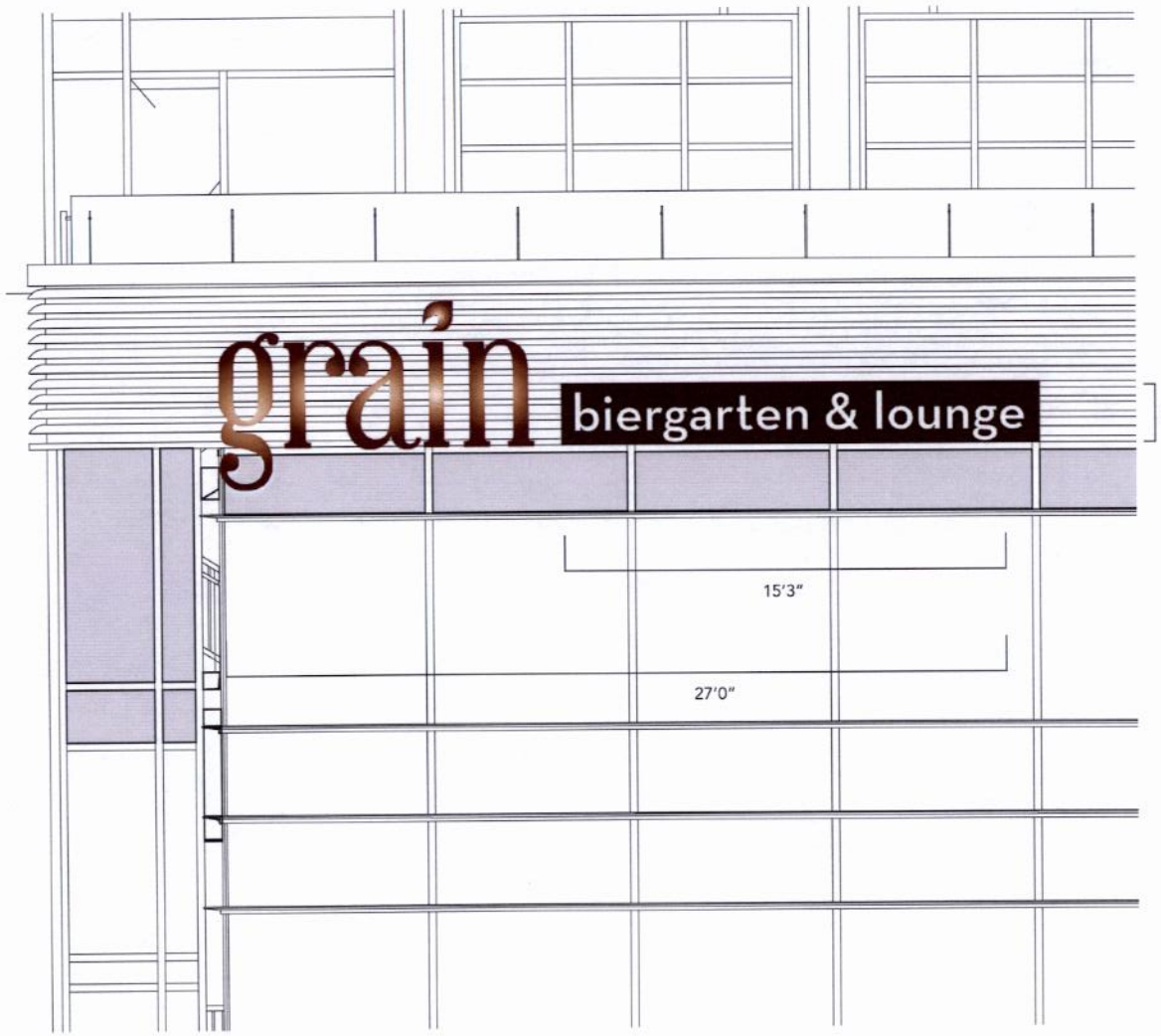
1. ¼" (6.4mm) THICK ALUM. PANEL PAINTED **AKZO SIGN91431 GRAY METALLIC (PAINT SAMPLE AVAILABLE UPON REQUEST)** W/ SATIN FINISH
   - FLAT CUTOUT ALUM. LOGO/LETTERS PTD. SATIN WHITE.
   - LOCATION TEXT TO BE ETCHED & FILLED SATIN WHITE.
2. ¼" (6.4mm) THICK STAINLESS STEEL W/ FINE #4 BRUSH FINISH.
   - FLAT CUTOUT ALUM. LOGO/LETTERS PAINTED PMS 540c W/ SATIN FINISH.
   - LOCATION TEXT ETCHED & FILLED **AKZO SIGN60155 DARK BLUE (PMS 540c = RAL 5022)** W/ SATIN FINISH.

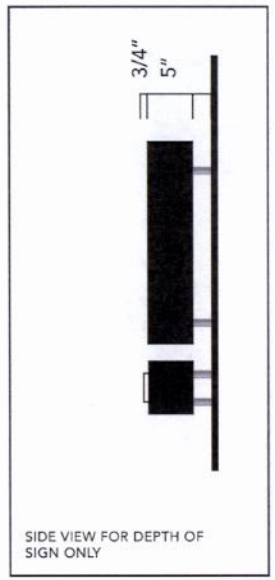
HOTEL IDENTIFICATION, PEDESTRIAN LEVEL AT ENTRANCE MAIN STREET ELEVATION
Scale: 1/4" = 1'0"



SIGN CONCEPT:
GRAIN BIERGARTEN & LOUNGE SIGN
TO BE INTERNALLY ILLUMINATED
CHANNEL LETTER CONSTRUCTION

GRAIN RESTAURANT IDENTIFICATION ABOVE 20 FEET MAIN STREET ELEVATION
Scale: 1/16" = 1'0"





SIDE VIEW FOR DEPTH OF SIGN ONLY

SIGNAGE FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
5" Deep Aluminum, Face-lit Channnel Letters.
Installed in front of louver system.
White LED Illumination.
"roof garden & lounge"
To be 6" x 3'8" Painted aluminum Panel
with 3/4" push-thru acrylic letters

COLOR
Grain Brand color vinyl in daylight
White at night

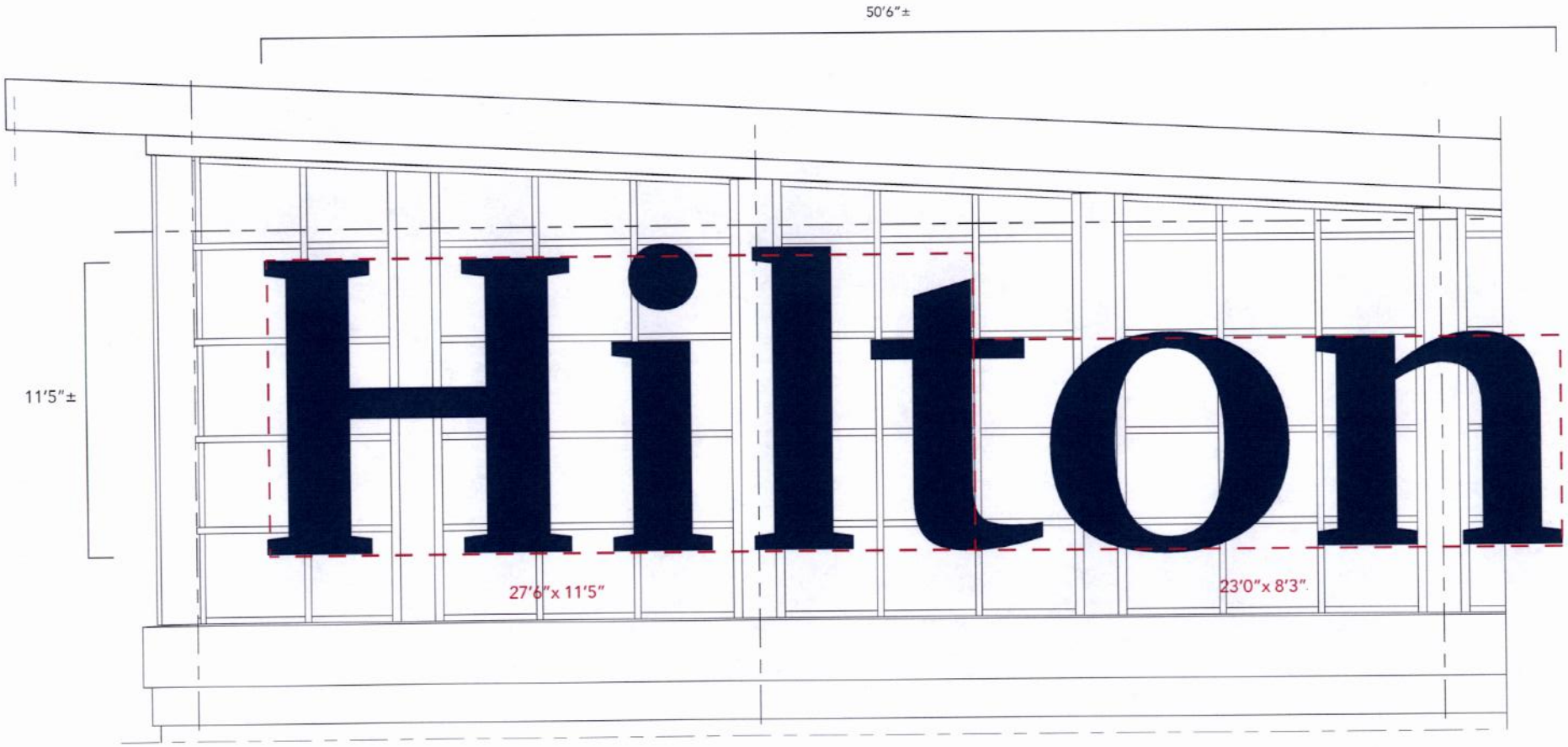
ELECTRICAL
LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.

MOUNTING:
Installed in front of louver system.
Show connection to building in shop drawings.
To be coordinated with architect & louver shop drawings.

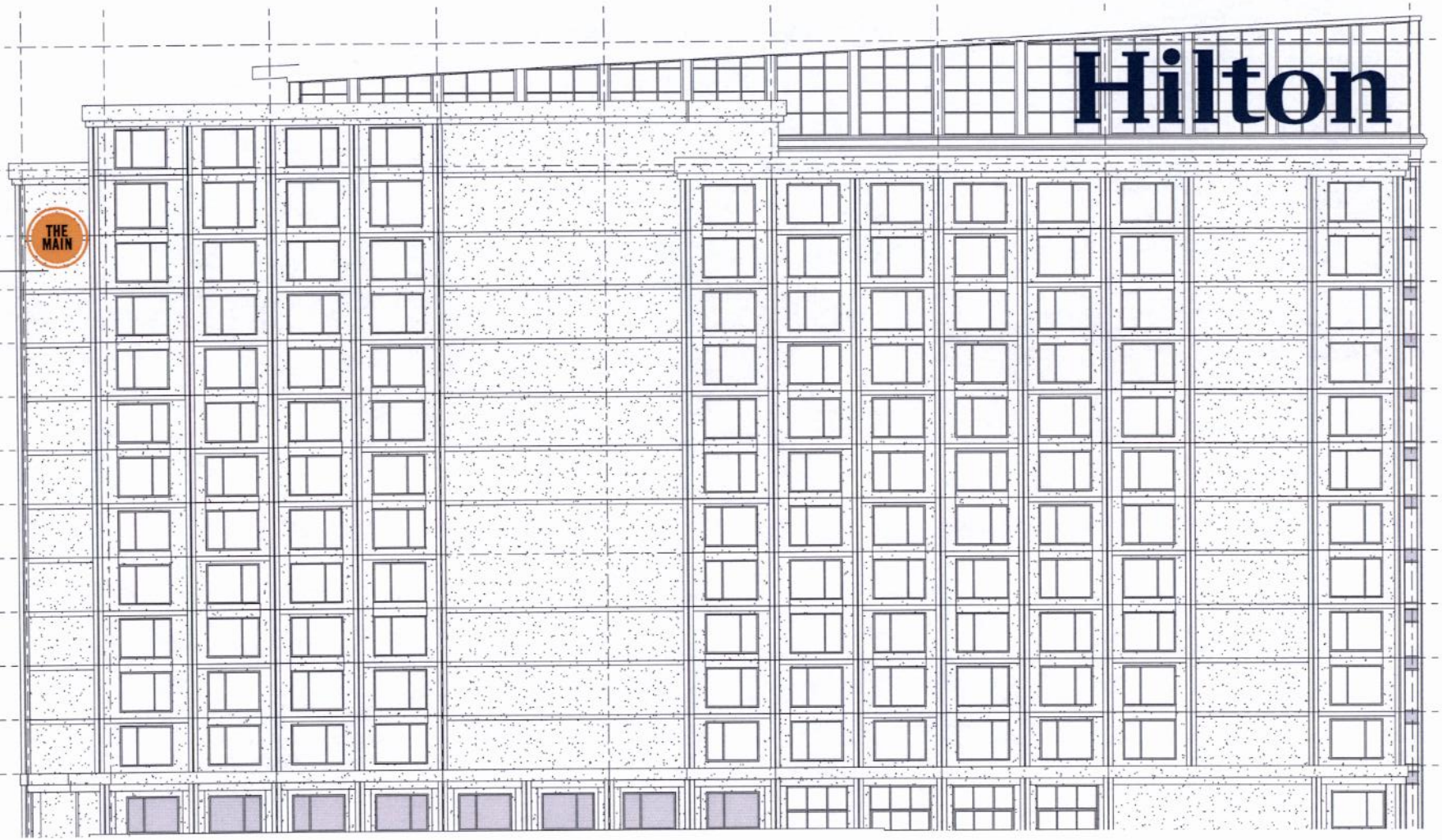
GRAIN RESTAURANT IDENTIFICATION AT ROOFTOP DETAIL
Scale: 1/4" = 1'0"

SIGN CONSTRUCTION:
ALUMINUM CHANNEL LETTER CONSTRUCTION.
ACRYLIC FACES TO BE BLUE DURING DAY
ILLUMINATED WHITE AT NIGHT

HOTEL IDENTIFICATION ABOVE 20 FEET MAIN STREET ELEVATION
Scale: 1/16" = 1'0"



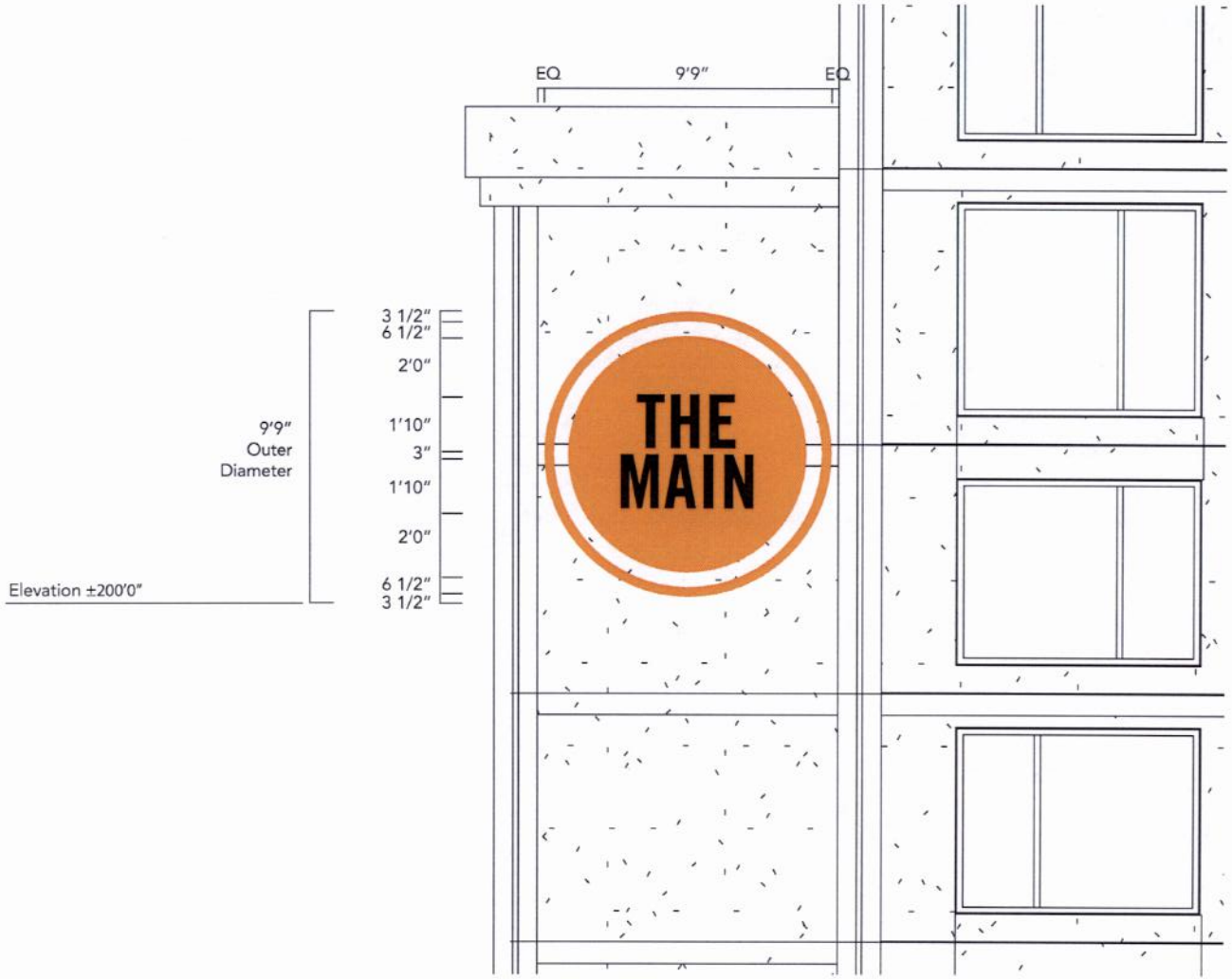
HOTEL IDENTIFICATION, MAIN STREET, ABOVE 20 FEET DETAIL
Scale: 1/4" = 1'0"



SIGNAGE FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
9'9" Diameter,
5" Deep,
Channnel Logo.

THE MAIN IDENTIFICATION SIGN PLUME STREET ELEVATION
Scale: 1/16" = 1'0"



SIGNAGE
FABRICATION SPECIFICATIONS

SIGN CONSTRUCTION
9'9" Diameter, 5" Deep, Channnel Logo.

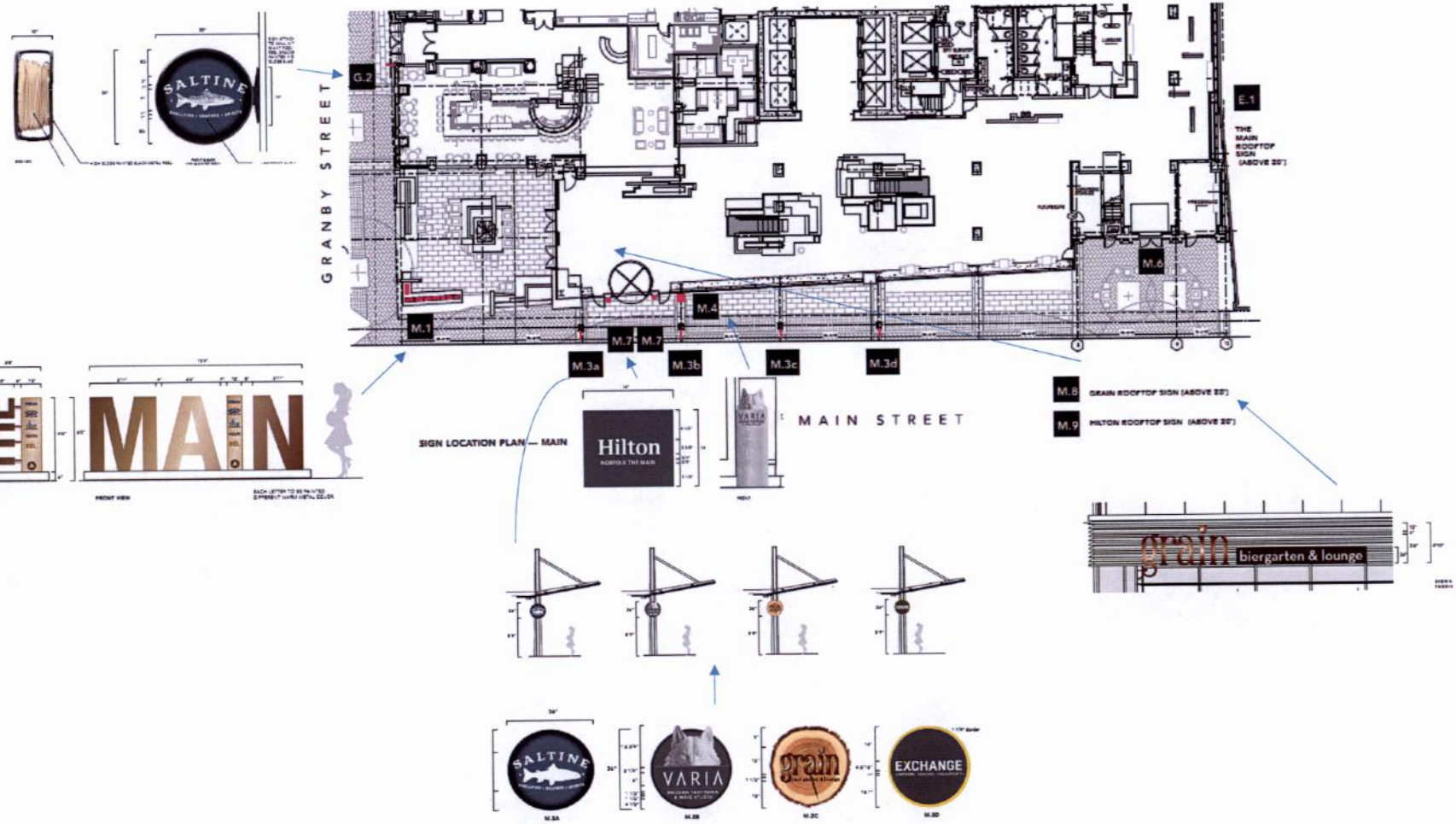
COLOR
Brand Yellow

ELECTRICAL
WHITE LED Illumination. Build to UL specifications.
Show in shop drawings.
Power must be pulled to sign.
All illuminated signage require client's electrician to furnish & install a complete photocell and/or time clock to allow signs to operate at designated intervals.
NO SIGN SHALL OPERATE ON A 24/7 BASIS.

MOUNTING:
Mounted direct to wall. Show connection to building in shop drawings. To be coordinated with architect.

SQUARE FEET: 95

THE MAIN IDENTIFICATION SIGN PLUME STREET, DETAIL
Scale 1/4" = 1'0"


GRANBY STREET
G.2
E.1
THE MAIN ROOFTOP SIGN (ABOVE 20')
M.6
M.1
M.4
M.7
M.7
M.3a
M.3b
M.3c
M.3d
MAIN STREET
M.8 GRAIN ROOFTOP SIGN (ABOVE 20')
M.9 HILTON ROOFTOP SIGN (ABOVE 20')
SIGN LOCATION PLAN — MAIN
THE
MAIN
Hilton
grain
biergarten & lounge
SALTINE
VARIA
grain
EXCHANGE

Tajan, Robert

From: Kevin R. Murphy <krmurphy@verizon.net>
Sent: Wednesday, February 10, 2016 12:59 PM
To: Straley, Matthew; dncl@welovenorfolk.org; Miller, Mary
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Tajan, Robert
Subject: RE: new Planning Commission application - 100-120 E Main Street

Matthew,

The DNCL will not object to this application.

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, February 10, 2016 11:06 AM
To: dncl@welovenorfolk.org; Miller, Mary <mmiller@downtownnorfolk.org>
Cc: Whibley, Terry <Theresa.Whibley@norfolk.gov>; Winn, Barclay <barclay.winn@norfolk.gov>; Howard, Oneiceia <Oneiceia.Howard@norfolk.gov>; Tajan, Robert <Robert.Tajan@norfolk.gov>
Subject: new Planning Commission application - 100-120 E Main Street

Mr. Murphy and Ms. Miller,

Attached please find the application for a special exception to permit alternative signage on property located at 100 and 120 E. Main Street.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Bobby Tajan at (757) 664-4756, robert.tajan@norfolk.gov*

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate an Eating and Drinking Establishment at 999 Waterside Drive, Suite 113 – Tinto Wine and Cheese, Etc.**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-10

I. **Staff Recommendation: Approval**.

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

III. **Request:** Special Exception to operate an eating and drinking establishment.

IV. **Applicant: Tinto Wine and Cheese, Etc.**

V. **Description:**

- The property is located in a ground-floor suite inside Dominion Tower.
- This request would allow Tinto Wine and Cheese, an existing business selling alcohol for off-premises consumption, to serve alcohol for on-premises consumption.
    - The applicant proposes to offer on-premises wine tastings and pairings.

	Current	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages for Off-Premises Consumption	10:00 a.m. until 10:00 p.m., seven days a week	same
Hours for the Sale of Alcoholic Beverages for On-Premises Consumption	N/A	10:00 a.m. until 10:00 p.m., seven days a week
Capacity	N/A	12 seats indoors 0 seats outdoors 18 total capacity

VI. **Historic Resources Impacts**

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

VII. **Public Schools Impacts**

This site is located within the Tidewater Park Elementary School, Ruffner Academy Middle School, and Booker T. Washington High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Letter of support from the Downtown Norfolk Civic League
- Ordinance

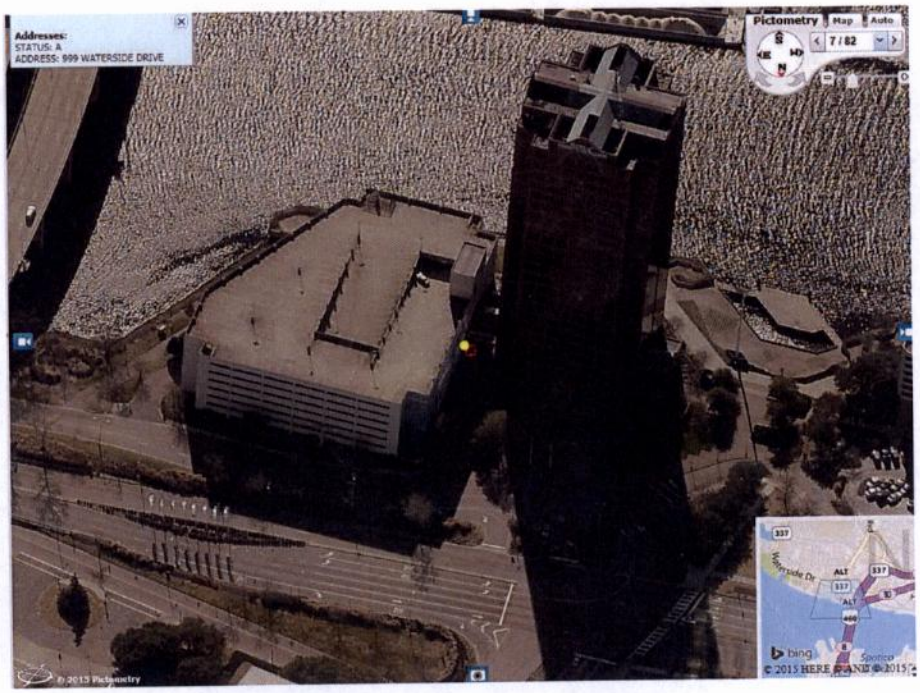
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM JMH

Planner: Susan Pollock Hart, CFM SP

Staff Report	Item No. 13	
Address	**999 Waterside Drive**	
Applicant	**Tinto Wine and Cheese, Etc**	
Request	**Special Exception**	**Eating and drinking establishment**
Property Owner	Dominion Tower Financial Associates and Four Bees	
Site Characteristics	Site/Space	2.6 acres/443 square feet
	Future Land Use Map	Downtown
	Zoning	D-1 (Downtown Waterfront)
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-1: City Hall Civic Center
	East	D-1: Parking garage; Interstate 264
	South	D-1: Elizabeth River
	West	D-1: Sheraton Hotel and Conference Center and Waterside



A. Summary of Request

- The property is located in a ground-floor suite inside Dominion Tower.
- This request would allow, Tinto Wine and Cheese, an existing business selling alcohol for off-premises consumption, to serve alcohol for on-premises consumption.
  - The applicant proposes to offer on-premises wine tastings and pairings.

B. Plan Consistency

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

C. Zoning Analysis

i. General

The site is zoned D-1, which permits the proposed use by special exception.

	Prior	Proposed
Hours of Operation and for the Sale of Alcoholic Beverages for Off-Premises Consumption	10:00 a.m. until 10:00 p.m., seven days a week	same
Hours for the Sale of Alcoholic Beverages for On-Premises Consumption	N/A	10:00 a.m. until 10:00 p.m., seven days a week
Capacity	N/A	12 seats indoors 0 seats outdoors 18 total capacity

- Special exception history:

City Council Approval	Applicant	Request
August 2015	Tinto Wine and Cheese	Sale of Alcoholic Beverages for Off-Premises Consumption
Pending	Tinto Wine and Cheese	Eating and Drinking Establishment

ii. Parking

The site is located within the D-1 zoning district, which does not require off-street parking.

iii. Flood Zone

The property is located in the AE, X and X shaded Flood Zones; however, no structural change to the building is proposed.

D. Transportation Impacts

- Institute of Transportation Engineers figures estimate that this restaurant will generate 58 additional vehicle trips per day by adding 12 dining seats at this existing retail location.
- Waterside Drive adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

This site is located within the Tidewater Park Elementary School, Ruffner Academy Middle School, and Booker T. Washington High School Attendance Zones.

G. Environmental Impacts

There are currently no opportunities for landscaping site improvements to this existing building.

H. Surrounding Area/Site Impacts

- By requiring this use to conform to the conditions listed below, the proposed retail sale of wine and beer for off-premises consumption should not have a negative effect on the surrounding neighborhood.
- Over the past year, there were 68 calls for service with 2 arrests made for the Dominion Tower site.

I. Payment of Taxes

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

J. Civic League

Notice was sent to the Downtown Norfolk Civic League and Downtown Norfolk Council on February 9.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

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

(a) The hours of operation for the sale of alcoholic beverages shall be from 10:00 a.m. until 10:00 p.m. Monday through Saturday and from 10:00 a.m. until 7:00 p.m. on Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 12 seats indoors, 0 seats outdoors, and the total occupant capacity, including employees, shall not exceed 18 people.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to use, operate, rent, or host any event on the premises.

(j) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Downtown Norfolk Civic League and Downtown Norfolk Council

Proponents and Opponents

Proponents
Crystal Stump
3088 Moonlight Road
Smithfield, VA 23430

Opponents
None

03/22/2016 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 EATING AND DRINKING ESTABLISHMENT NAMED "TINTO WINE & CHEESE, ETC." ON PROPERTY LOCATED AT 999 WATERSIDE DRIVE, SUITE 113.

- - -

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

Section 1:- That a Special Exception is hereby granted to Everyday Wine, LLC authorizing the operation of an eating and drinking establishment named "Tinto Wine & Cheese, Etc." on property located at 999 Waterside Drive, suite 113. The property which is the subject of this Special Exception is more fully described as follows:

Property located on the southeast corner of Waterside Drive and St. Paul's Boulevard fronting 320 feet, more or less, along the southern line of Waterside Drive and 150 feet, more or less, along the eastern line of St. Paul's Boulevard; premises numbered 999 Waterside Drive, suite 113.

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

(a) The hours of operation for the establishment and for the sale of alcoholic beverages for on-premises consumption shall be limited to 10:00 a.m. until 10:00 p.m. Monday through Saturday and 10:00 a.m. until 7:00 p.m. on Sunday. No use of the establishment outside of the hours of operation listed herein shall be permitted.

(b) The seating for the establishment shall not exceed 12 seats indoors, no seats outdoors, and the total occupant capacity, including employees, shall not exceed 18 people.

(c) 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 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.

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

(e) 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.

(f) 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.

(g) 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.

(h) Neither the establishment nor any portion of it shall be leased, let, or used to stage any private party and no outside promoter shall be permitted to

use, operate, rent, or host any event on the premises.

(i) A copy of this special exception ordinance and Exhibits shall be available on the premises at all times for inspection, and a notice indicating that this special exception ordinance and all amendments are kept on the premises and are available for review by any member of the general public shall be posted in a visible location. The notice shall also contain information on where and how to report violations of conditions and shall include the address of the zoning administrator.

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

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

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

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

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

(e) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities,

drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;

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

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

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

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

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

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

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

ATTACHMENT:
Exhibit A (4 pages)

EXHIBIT "A"
Description of Operations
Eating and Drinking Establishment

Date 1/12/16

Trade name of business Tinto Wine & Cheese, Etc

Address of business 999 Waterside Dr, Ste 113, Norfolk 23510

Name(s) of business owner(s)* Everyday Wine LLC T. Pickard
Four Boys-OT LLC

Name(s) of property owner(s)* Dominion Tower Financial Associates LLC / J. Hamm Sr.

Daytime telephone number (757) 305-5413

*If business or property owner is 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			
Weekday	From 11am	To 10pm		Weekday	From 11am	To 10pm	
Friday	From 11am	To 10pm		Friday	From 11am	To 10pm	
Saturday	From 11am	To 10pm		Saturday	From 11am	To 10pm	
Sunday	From 11am	To 7pm		Sunday	From 11am	To 7pm	

2. Type of ABC license applied for (check all applicable boxes)
   ☒ On-Premises ☐ Off-Premises (additional application required)

3. Type of alcoholic beverage applied for
   ☒ Beer ☒ Wine ☐ Mixed Beverage

4. Will indoor or outdoor entertainment be provided?
   (Entertainment consists of anything more than one, unamplified musician)
   ☐ Yes (Different application required) ☒ No

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Norfolk, Virginia 23510
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(Revised January, 2015)

Exhibit A – Page 2
Eating and Drinking Establishment

5. Will video games, pool tables, game boards or other types of games be provided?
   ☐ Yes (If more than 4, additional application required) ☒ No

   5a. If yes, please describe type and number of each game to be provided

   _____

   _____

6. Will patrons ever be charged to enter the establishment?
   ☐ Yes ☒ No

   6a. If yes, why

   _____

   _____

   6b. Which days of the week will there be a cover charge (circle all applicable days)?

   Monday Tuesday Wednesday Thursday Friday

   Saturday Sunday

7. Will the facility or a portion of the facility be available for private parties?
   ☐ Yes ☒ No

   7a. If yes, explain

   _____

   _____

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

   8a. If yes, explain

   _____

   _____

9. Will there ever be a minimum age limit?
   ☐ Yes ☒ No

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Exhibit A – Page 3
Eating and Drinking Establishment

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

Currently Operating as a Wine & Beer Off Premises establishment. Owners have a sister Wine/Cheese location in VA Beach that is Wine & Beer On & Off Premises

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

Crystal Stump

Signature of Applicant

(Authorized Agent)

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Exhibit A – Floor Plan(s) Worksheet
Eating and Drinking Establishment

- Complete this worksheet based for each floor plan submitted with application.
- Floor plan must be prepared by a registered design professional and include:
  - Tables/seats
  - Restroom facilities
  - Bar
  - Ingress and egress
  - Standing room
  - Outdoor seating
  - Total maximum capacity (including employees)

Total capacity

a. **Indoor**
   Number of seats (not including bar seats) 12
   Number of bar seats ~~0~~
   Standing room 3

b. **Outdoor**
   Number of seats 6

c. **Number of employees** 3

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 18

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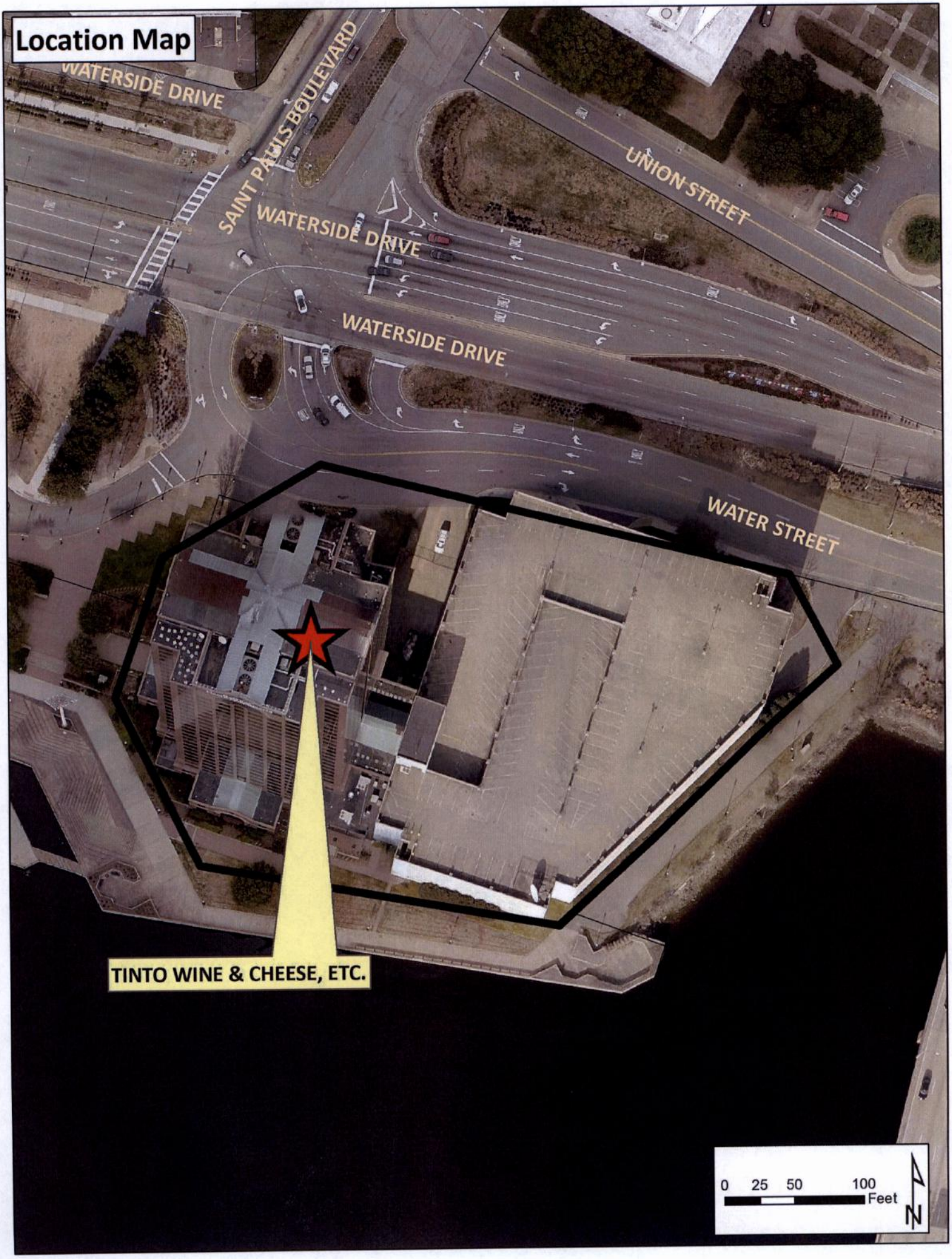
Location Map
WATERSIDE DRIVE
SAINT PAULS BOULEVARD
UNION STREET
WATERSIDE DRIVE
WATERSIDE DRIVE
WATER STREET
TINTO WINE & CHEESE, ETC.
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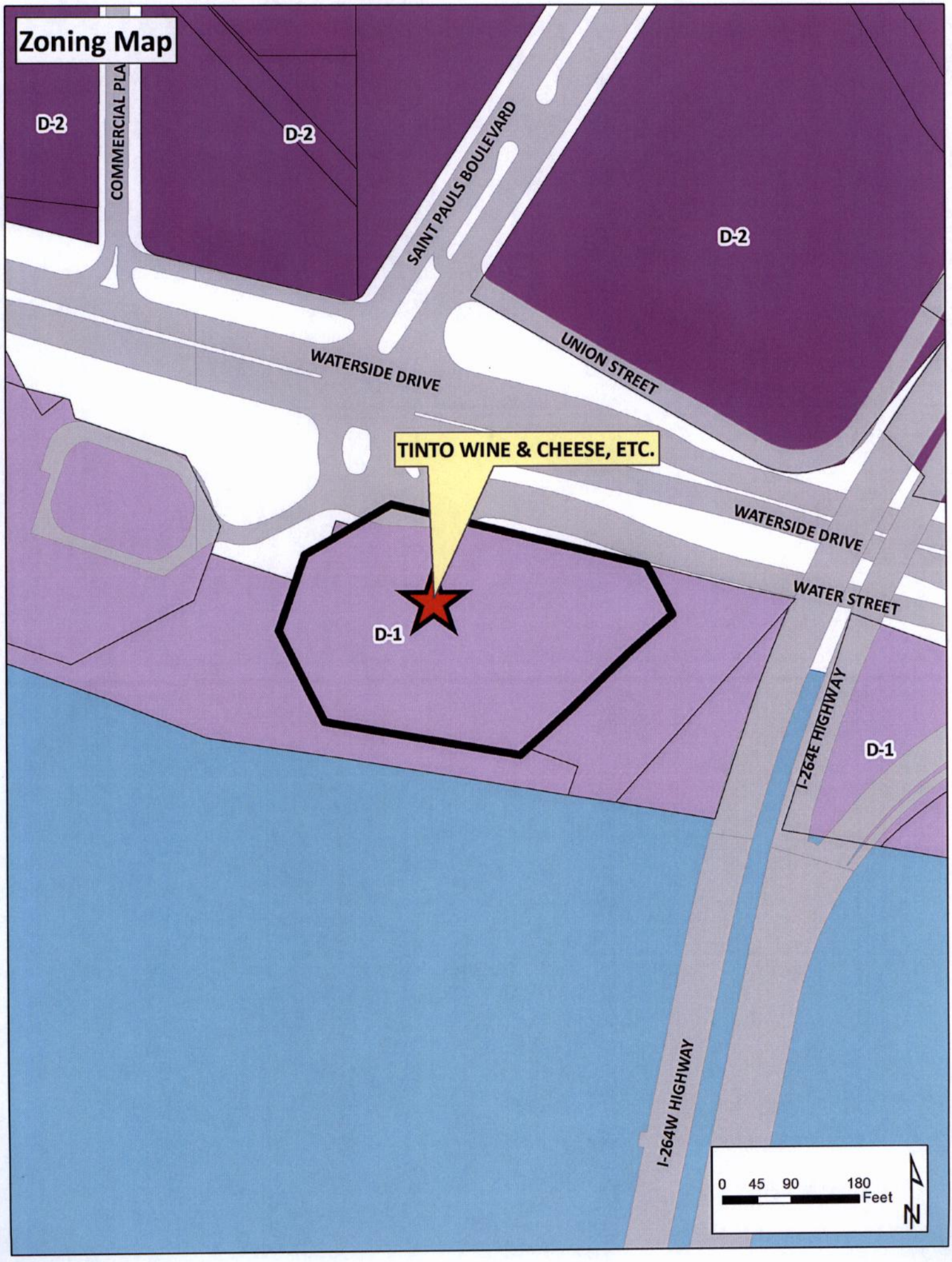
Zoning Map
D-2
COMMERCIAL PLA
D-2
SAINT PAULS BOULEVARD
D-2
WATERSIDE DRIVE
UNION STREET
TINTO WINE & CHEESE, ETC.
WATERSIDE DRIVE
WATER STREET
D-1
I-264E HIGHWAY
D-1
I-264W HIGHWAY
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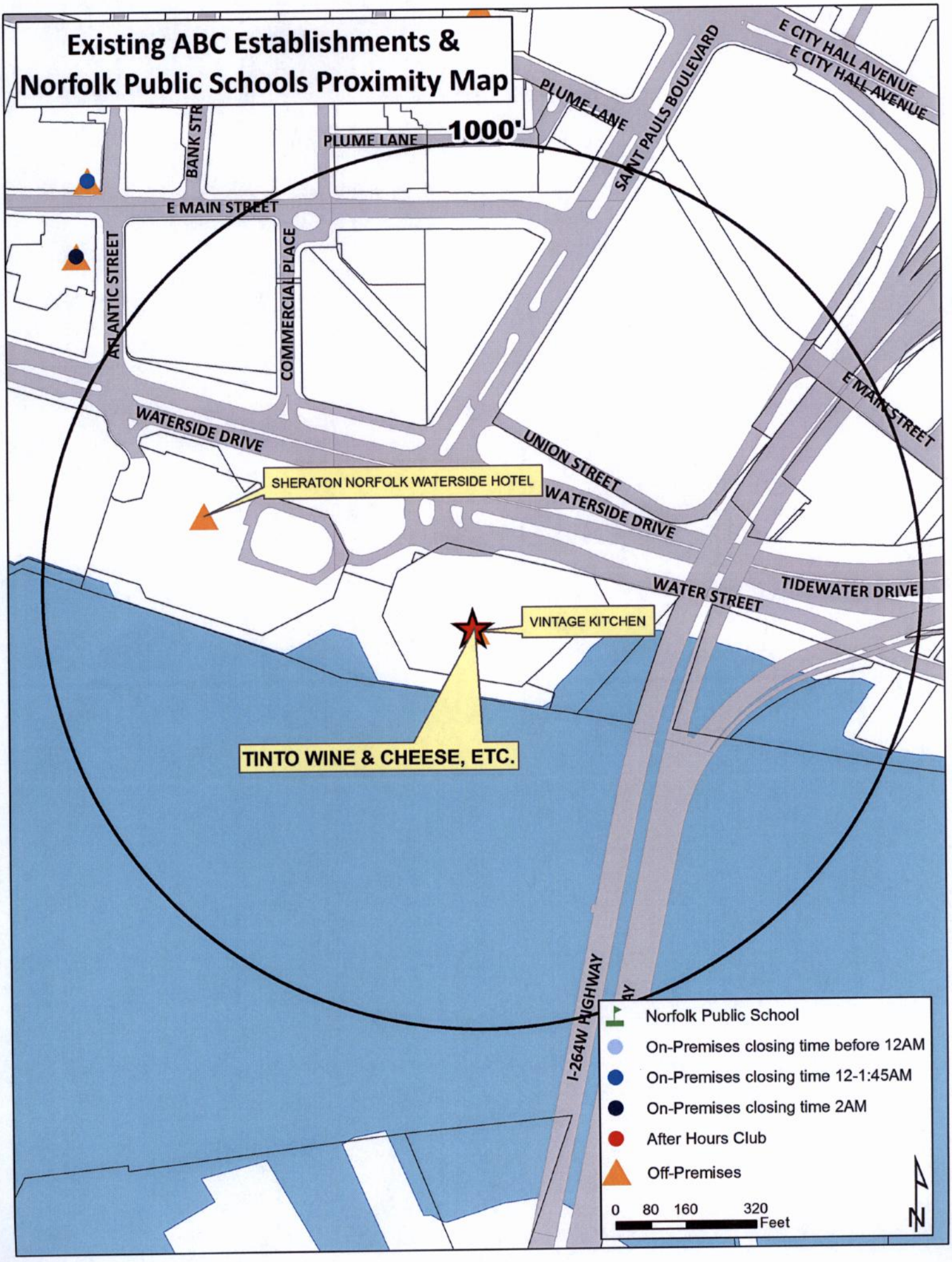
Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
PLUME LANE
BANK STR
PLUME LANE
SAINT PAULS BOULEVARD
E CITY HALL AVENUE
E CITY HALL AVENUE
E MAIN STREET
ATLANTIC STREET
COMMERCIAL PLACE
E MAIN STREET
WATERSIDE DRIVE
UNION STREET
SHERATON NORFOLK WATERSIDE HOTEL
WATERSIDE DRIVE
WATER STREET
TIDEWATER DRIVE
VINTAGE KITCHEN
TINTO WINE & CHEESE, ETC.
I-264W HIGHWAY
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
EATING AND DRINKING ESTABLISHMENT
(Please print)

Date 1/11/16

DESCRIPTION OF PROPERTY

Address 999 Waterside Dr, Ste 113, Norfolk, 23510

Existing Use of Property Restaurant with Wine & Beer Off Premises Privilege

Proposed Use Restaurant with Wine & Beer On & Off Premises

Current Building Square Footage 443

Proposed Building Square Footage 443

Trade Name of Business (if applicable) Tinto Wine & Cheese, Etc

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

Everyday Wine LLC

1. Name of applicant: (Last) Brinkman (First) Peter (MI) J

Mailing address of applicant (Street/P.O. Box): 5337 Club Head Rd.

(City) Virginia Beach (State) VA (Zip Code) 23455

Daytime telephone number of applicant (757) 325-5413 Fax ( )

E-mail address of applicant: peter@tintovabeach.com

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(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)

ABC Consulting VA LLC

2. Name of applicant: (Last) Stump (First) Crystal (MI) E

Mailing address of applicant (Street/P.O. Box): 18075. Church St, #108-PMB 119

(City) Smithfield (State) VA (Zip Code) 23430

Daytime telephone number of applicant (757) 617-9273 Fax (800) 218-0165

E-mail address of applicant: Crystal@abcconsultingva.com

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

Dominion Tower Financial Associates and Four Bees-DT, LLC

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

Mailing address of property owner (Street/P.O. box): 999 Waterside Dr., Ste 2300

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

Daytime telephone number of owner (757) 640-0800 email: rfriedman@harborg.com

CIVIC LEAGUE INFORMATION

Civic League contact: Downtown Norfolk Civic League, Kevin Murphy

Date(s) contacted: 1/12/16

Ward/Super Ward information: Ward 2: Theresa Whibley; Super Ward 6 Barclay Winn

REQUIRED ATTACHMENTS

- Required application fee, **$355.00** (if check, make payable to the City of Norfolk).
  - Application fee includes a non-refundable $5 technology surcharge.
- One 8½ inch x 11 inch copy of a floor plan prepared by a registered design professional drawn to scale showing seats/tables, restroom facilities, bar, ingress and egress, standing room, outdoor dining and total maximum capacity (see attached example)
- 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.
- Completed Exhibit A, Description of Operations (attached)

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: Justin Corn **Sign:** Justin Corn / 1 / 13 / 2015
(Property Owner or Authorized Agent of Signature) (Date)

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

ONLY NEEDED IF APPLICABLE:

Print name: Crystal Stump **Sign:** 1 / 12 / 16
(Authorized Agent Signature) (Date)

Crystal Stump

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Norfolk, Virginia 23510
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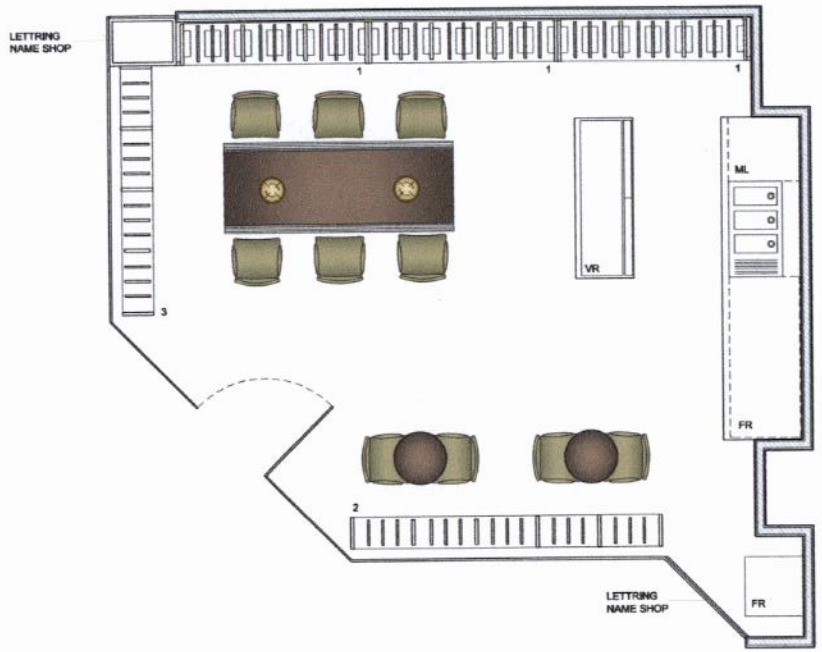
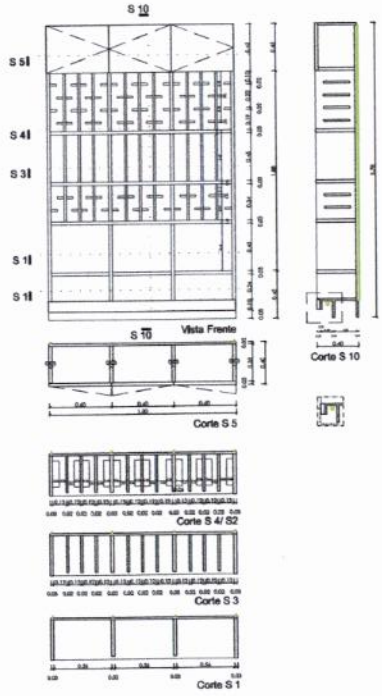
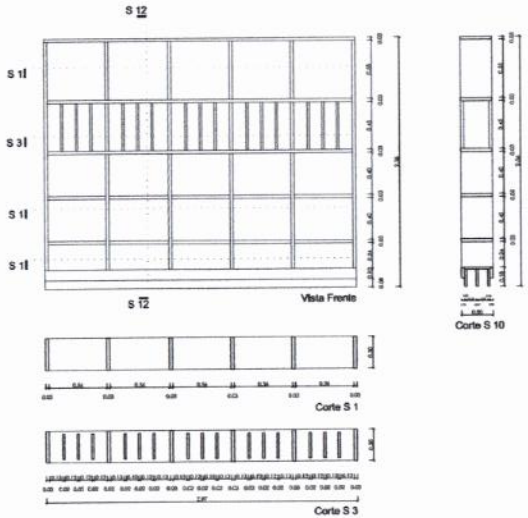
(Revised January, 2015)





MÓDULO 1



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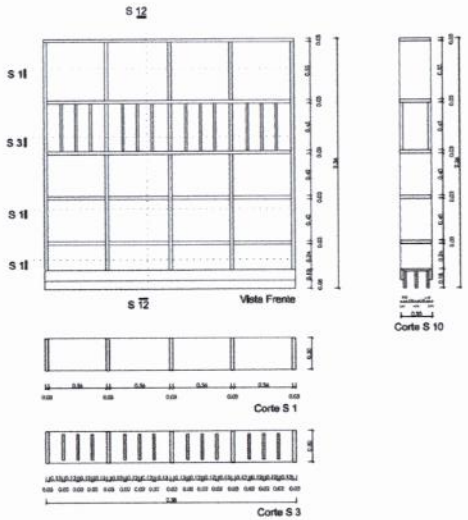

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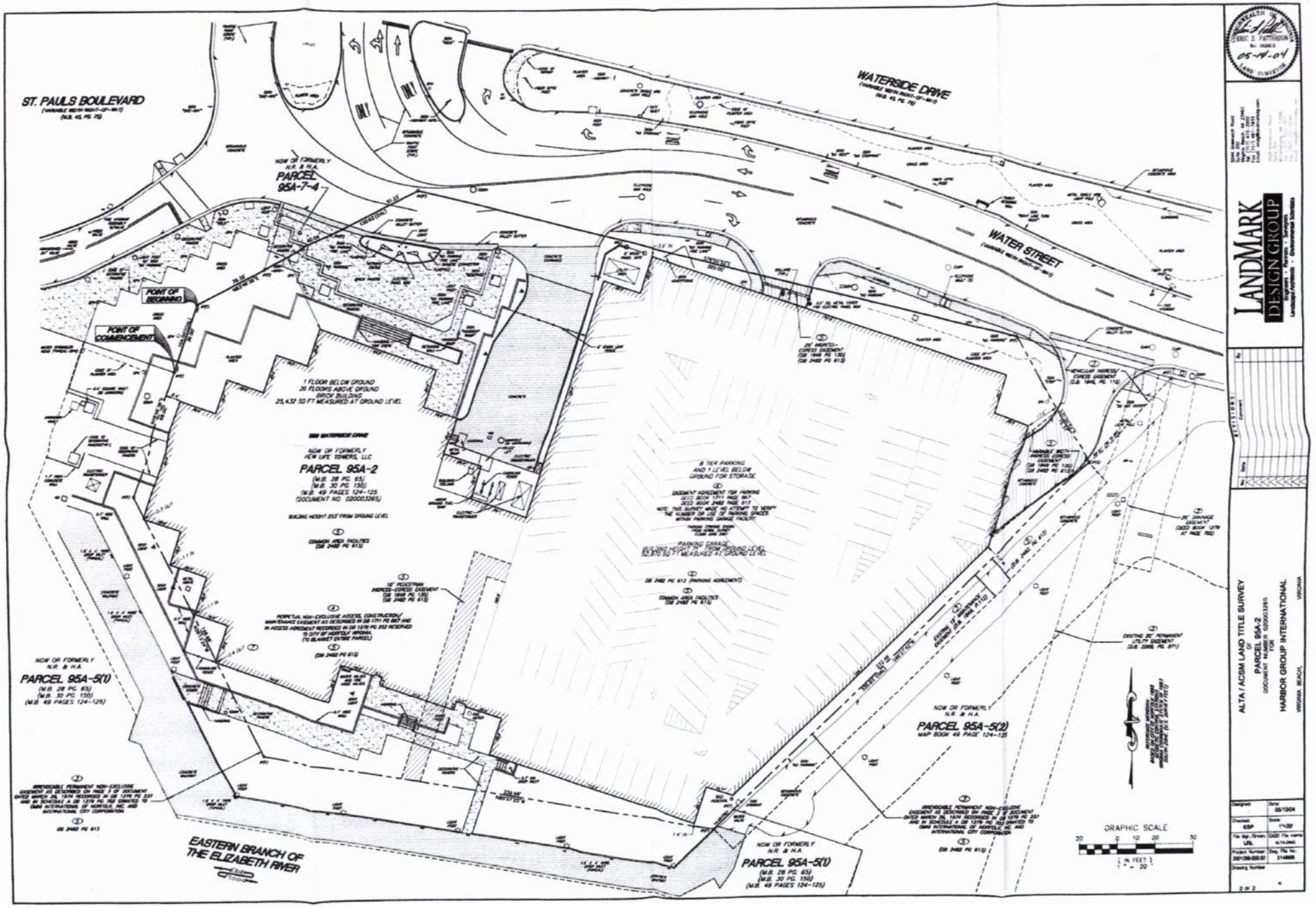
ST. PAULS BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)
(M.B. 43, PG. 79)
WATERSIDE DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
(M.B. 43, PG. 79)
WATER STREET
(VARIABLE WIDTH RIGHT-OF-WAY)
NOW OR FORMERLY
N.R. & H.A.
PARCEL
95A-7-4
POINT OF BEGINNING
POINT OF COMMENCEMENT
1 FLOOR BELOW GROUND
26 FLOORS ABOVE GROUND
BRICK BUILDING
25,432 SQ FT MEASURED AT GROUND LEVEL
500 WATERSIDE DRIVE
NOW OR FORMERLY
NEW LIFE TOWERS, LLC
PARCEL 95A-2
(M.B. 28 PG. 65)
(M.B. 30 PG. 150)
(M.B. 49 PAGES 124-125)
(DOCUMENT NO. 020003265)
BUILDING HEIGHT 253' FROM GROUND LEVEL
8 TIER PARKING
AND 1 LEVEL BELOW
GROUND FOR STORAGE
PARKING GARAGE
ELEVATION HEIGHT 11' FROM GROUND LEVEL
NOW OR FORMERLY
N.R. & H.A.
PARCEL 95A-5(1)
(M.B. 28 PG. 65)
(M.B. 30 PG. 150)
(M.B. 49 PAGES 124-125)
NOW OR FORMERLY
N.R. & H.A.
PARCEL 95A-5(2)
MAP BOOK 49 PAGE 124-125
EASTERN BRANCH OF
THE ELIZABETH RIVER
tidal flood
GRAPHIC SCALE
20 0 10 20 30
(IN FEET)
1 " = 20 '
ALTA / ACSM LAND TITLE SURVEY
OF
PARCEL 95A-2
DOCUMENT NUMBER 020003265
FOR
HARBOR GROUP INTERNATIONAL
VIRGINIA BEACH, VIRGINIA
ESSIC D. PATTERSON
No. 002610
05-11-04
LANDMARK
DESIGN GROUP
Engineers • Planners • Surveyors
Landscape Architects • Environmental Scientists
5248 Indian River Road
Suite 200
Virginia Beach, VA 23462
Tel (757) 671-3900
Fax (757) 671-3910
www.landmarkdesigngroup.com
Designed: Date: 05/13/04
Checked: ESP Scale: 1"=20'
File (key) Screen: LDS File name: LDS
Project Number: 2001269-000.02 Dwg. File no.: 314888
Drawing Number: 2 OF 2

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 12:38 PM
To: 'dncl@welovenorfolk.org'; Miller, Mary
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Pollock, Susan
Subject: new Planning Commission application - 999 Waterside Drive
Attachments: TintoWine_EatingDrinking.pdf

Mr. Murphy and Ms. Miller,

Attached please find the application for a special exception to operate an eating and drinking establishment at 999 Waterside Drive, Suite 113.

The item is tentatively scheduled for the March 24, 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

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

Connect with us:
www.norfolk.gov

-------- Original Message --------
Subject: Re: Request for support - Adult Use Permit Eating and Drinking for Tinto Wine
From: "Kevin R. Murphy" <krmurphy@verizon.net>
Date: Tue, January 12, 2016 7:13 am
To: "Natasha M. Harris" <natasha@abcconsultingva.com>

Hello,

The DNCL does not object to this application.

Thank you,

Kevin

From: Natasha M. Harris
Sent: Tuesday, January 12, 2016 6:48 AM
To: Kevin Murphy
Cc: Crystal Stump
Subject: Request for support - Adult Use Permit Eating and Drinking for Tinto Wine

Mr. Murphy,

We are currently working with another location in your area, Tinto Wine & Cheese Etc, with obtaining and Adult Use Permit for Alcohol On and Off Premises Consumption. Please see attached Letter of Intent. We ask that you and your civic league support this endeavor.

If you have any questions or concerns, it would be our pleasure to address them. If you place this item on your next meeting agenda, please let us know the meeting details.

Thanks again,

Natasha

Natasha Harris | Lead Consultant | ABC Consulting
"Virginia's Alcohol Industry Specialists"
1807 S. Church St. #108-PMB 119, Smithfield, VA 23430
Phone: 757.876.9428 | Fax: 800.218.0165
natasha@abcconsultingva.com
www.abcconsultingva.com
www.toastva.com
www.abcconsultingva.com
"Like" us on Facebook

ABC CONSULTING
The Virginia ABC Experts

T.O.A.S.T. VA
The Operational Alcohol Standards Training of VA

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Date: Tue, January 12, 2016 7:13 am
To: "Natasha M. Harris" <natasha@abcconsultingva.com>

Hello,

The DNCL does not object to this application.

Thank you,

Kevin

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate an Entertainment Establishment at 765 Granby Street – The Granby Social Club**

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-11**

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

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

III. **Request:** Special Exception to operate an entertainment establishment.

IV. **Applicant:** **The Granby Social Club**

V. **Description:**

- The use is permitted in the D-4 district by special exception.
- An entertainment establishment special exception was granted to The Beauty Parlor by Q and Company and The Parlor at 765 – 767 Granby Street.
  - Beauty Parlor by Q and Company will continue to operate under the existing special exception at 767 Granby Street and The Parlor (previously at 765 Granby Street) is proposing to relocate.
  - This request is for a special exception for a new operator to operate an entertainment establishment with alcoholic beverages at 765 Granby Street.

	Previously (765 and 767 Granby Street)	Proposed
Hours of Operation	7:00 a.m. until 2:00 a.m., Seven days a week	9:00 a.m. until 2:00 a.m., Seven days a week
Hours of Operation and for the Sale of Alcoholic	5:00 p.m. until 2:00 a.m., Monday through Friday 11:00 a.m. until 2:00 a.m.,	9:00 a.m. until 1:30 a.m., Seven days a week

Beverages and Entertainment	Saturday and Sunday	
Capacity	164 seats indoors 18 seats outdoors 299 total capacity	99 seats indoors 10 seats outdoors 130 total capacity
Entertainment	8 member band Open microphone Karaoke Disc Jockey Comedian	3 member band Disc jockey Karaoke Comedian Poetry reading

VI. Historic Resources Impacts

The building is a contributing structure in the Norfolk Auto Row state and federal historic district.

VII. Public Schools Impacts

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

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Letters of concerns from nearby residents
- Ordinance

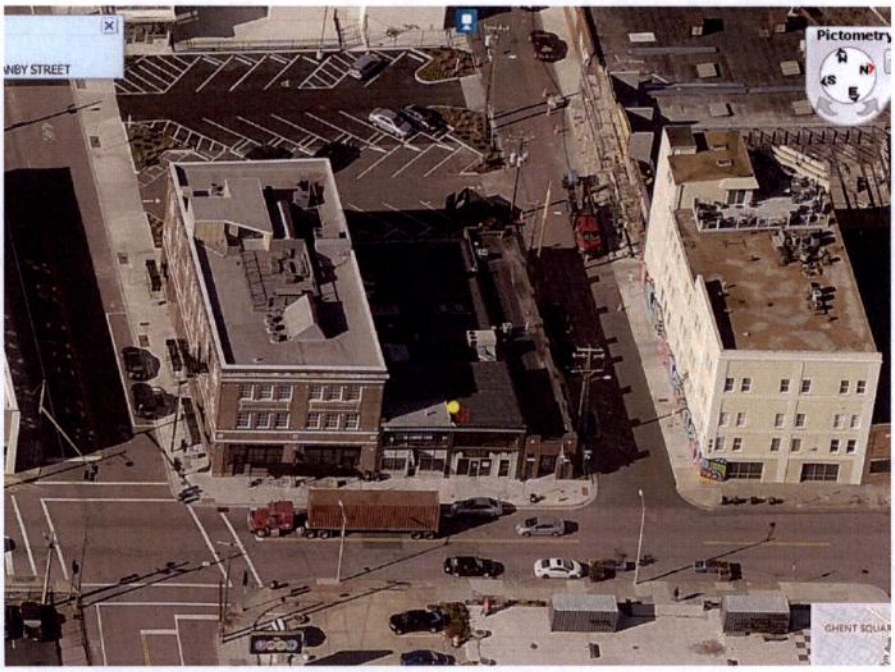
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock Hart, CFM

Staff Report	Item No. 16	
Address	**765 Granby Street**	
Applicant	**The Granby Social Club**	
Request	**Special Exception**	**Entertainment establishment**
Property Owner	Liberty Street, LLC	
Site Characteristics	Site Area/Building Area	4,900/2,500 sq. ft.
	Future Land Use Map	Downtown
	Zoning	D-4 (Arts and Design District)
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-4: The Beauty Parlor by Q, Condominiums
	East	D-4: The Plot
	South	D-4: The Pushers Comedy Club; Work I Release entertainment establishment and residential
	West	D-4: Parking lot; Glass Wheel studio



A. Summary of Request

This request is to allow a new entertainment establishment. The Granby Social Club, to operate in this site previously operated by The Parlor.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- The use is permitted in the D-4 district by special exception.
- An entertainment establishment special exception was granted to The Beauty Parlor by Q and Company and The Parlor.
  - Beauty Parlor by Q and Company will continue to operate at 767 Granby Street and The Parlor is proposing to relocate.

	Previously (765 and 767 Granby Street)	Proposed
Hours of Operation	7:00 a.m. until 2:00 a.m., Seven days a week	9:00 a.m. until 2:00 a.m., Seven days a week
Hours of Operation and for the Sale of Alcoholic Beverages and Entertainment	5:00 p.m. until 2:00 a.m., Monday through Friday 11:00 a.m. until 2:00 a.m., Saturday and Sunday	9:00 a.m. until 1:30 a.m., Seven days a week
Capacity	164 seats indoors 18 seats outdoors 299 total capacity	99 seats indoors 10 seats outdoors 130 total capacity
Entertainment	8 member band Open microphone Karaoke Disc Jockey Comedian	3 member band Disc jockey Karaoke Comedian Poetry reading

-

City Council Approval	Applicant	Request
2013	Q and Company/The Beauty Parlor	Application for an entertainment establishment

ii. Parking

The site was previously operated as an Entertainment Establishment.

iii. Flood Zone

- The property is located in the AE (High Risk) Flood Zone.
- Any substantial improvements or additions made to the structure must comply with appropriate development standards.

D. Transportation Impacts

- Institute of Transportation Engineers figures calculate forecast travel for restaurants based upon the total seating of an establishment.
- Since no increase in indoor seating is being proposed for the site, no additional trips are projected.
- The site is near transit services with Hampton Roads Transit bus routes 1 (Granby) and 3 (Chesapeake) operating on Monticello Avenue near the site.
- Granby Street is an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.
  - Priority shared lanes are proposed.

E. Historic Resources Impacts

- The building is a contributing structure in the Norfolk Auto Row state and federal historic district.

F. Public Schools Impacts

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

G. Environmental Impacts

There are no additional landscaping opportunities available.

H. Surrounding Area/Site Impacts

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

I. Payment of Taxes

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

J. Civic League

- Notice was sent to the Downtown Civic League and the Downtown Norfolk Council on February 10.
- The applicant contacted the Civic League on January 22.
- An e-mail of support was received from the Civic League on February 10.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.

- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

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

(a) The hours of operation for the establishment shall be limited to 9:00 a.m. until 2:00 a.m., 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 9:00 a.m. until 1:30 a.m., seven days a week.

(c) The seating for the establishment shall not exceed 99 seats indoors, 10 seats outdoors, and the total occupant capacity, including employees, shall not exceed 130 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) No smoking shall be permitted anywhere in the outdoor [and rooftop] dining area.

(e) 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.

(f) Entertainment shall be limited to live bands having no more than 3 members, a disc jockey, karaoke, comedian, or poetry reading. No other form of entertainment is permitted.

(g) The dance floor shall not exceed 250 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.

(h) The layout of the establishment shall adhere to the specifications of the

floor plans attached hereto and marked as "Exhibit B."

(i) 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.

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

(k) 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.

(l) 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.

(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, snow, ice, 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) 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.

(s) 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.

(t) 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.

(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) 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.

(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 98 people or when otherwise required by at least 36 hours prior written notice of the Fire Marshal, Chief of Police, or any designee of either. After 8:00 p. m. each Friday and Saturday as well as during special events, a security supervisor certified either in the Responsible Hospitality Training course offered by the City of Norfolk or in accordance with the requirements of the Virginia Department of Criminal Justice Services shall be present on the property.

(y) The written security plan submitted to the City as part of the application for this special exception and on file with the Department of Planning shall remain in full force and effect at all times while the establishment is in operation.

Attachments

Location Map
Zoning Map
1000' radii map of similar ABC establishments and Norfolk Public Schools
Application
Notice to the Downtown Civic League and the Downtown Norfolk Council

Proponents and Opponents

Proponents

Landon Anderson
765 Granby Street
Norfolk, VA 23510

Naomi Almeida
765 Granby Street
Norfolk, VA 23510

Opponents

None

03/22/2016 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 "THE GRANBY SOCIAL CLUB" ON PROPERTY LOCATED AT 763 GRANBY STREET, SUITE 765.

- - -

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

Section 1:- That a Special Exception is hereby granted to The Granby Social Club Incorporated authorizing the operation of an entertainment establishment with alcoholic beverages named "The Granby Social Club" on property located at 763 Granby Street, suite 765. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronts 45 feet, more or less, along the western line of Granby Street, beginning 17 feet, more or less, from the southern line of West Wilson Avenue and extending southwardly; property also fronts 45 feet, more or less, along the eastern line of Magazine Lane; premises numbered 763 Granby Street, suite 765.

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 2:00 a.m. the following morning, 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 9:00 a.m. until 1:30 a.m. the following morning, seven days per week.

(c) The seating for the establishment shall not exceed 99 seats indoors, 10 seats outdoors, and the total occupant capacity, including employees, shall not

exceed 130 people.

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

(e) 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.

(f) Entertainment shall be limited to live bands having no more than 3 members, a disc jockey, karaoke, comedian, or poetry reading. No other form of entertainment is permitted.

(g) The dance floor shall not exceed 91 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.

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

(i) 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.

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

(k) 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.

(l) 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.

(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, and both solid and liquid waste.

(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) 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.

(s) 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.

(t) 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.

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(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 98 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 the Special Exception granted hereby amends the previously granted special exception permitting an entertainment establishment on this property, and all provisions and conditions previously approved are entirely superseded by the terms of this Special Exception.

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

ATTACHMENTS:
Exhibit A (5 pages)
Exhibit B (3 pages)

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

Date 01/27/2016

Trade name of business The Granby Social Club Incorporated

Address of business 765 Granby St. Norfolk VA, 23510.

Name(s) of business owner(s)* Tollgate Group, LLC / Guy R. Derenoncourt

Name(s) of property owner(s)* Liberty Street, LLC / Paul B. Wallace, Geoff Wallace

Name(s) of business manager(s)/operator(s) Robert Phillips, Brian Anderson, Guy DERENONCOURT, NAOMI ALMEIDA, DOROTHY LOVELL

Daytime telephone number (757) 255-8159

*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 09:00 AM	To	02:00 AM	Weekday	From 09:00 AM	To	01:30 AM
Friday	From 09:00 AM	To	02:00 AM	Friday	From 09:00 AM	To	01:30 AM
Saturday	From 09:00 AM	To	02:00 AM	Saturday	From 09:00 AM	To	01:30 AM
Sunday	From 09:00 AM	To	02:00 AM	Sunday	From 09:00 AM	To	01:30 AM

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:

2 Pool Tables. 1 Skeeball Table.

5. Will patrons ever be charged to enter the establishment?
☑ Yes ☐ No

5a. If yes, why:

Prepaid Tickets (networking seminars, social mixers, corporate luncheons)

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:

Private auctions, wedding receptions, corporate functions.

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

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(Revised January, 2015)

Exhibit A – Page 3
Entertainment Establishment

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

Primarily karaoke with the occasional three piece Jazz Act. Internet background music/ DJ on weekends.

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

Signature of Applicant

I've been involved with Island Brave & Cruzers in the past, I'm very excited about being a contributor to the Art District.

Regards,
Guy

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

LAYOUT 1 – RESTAURANT
MUSIC – NO DJ.

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) [69]
   Number of bar seats [14]
   Standing room [18]
   MEZZANINE [16]

   b. **Outdoor**
   Number of seats [10]

   c. **Number of employees** [8]
   BAND [3]

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = [130]

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

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.

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LAYOUT 2
DJ & DANCE

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) 34
   Number of bar seats 12
   Standing room 10

   b. **Outdoor**
   Number of seats 0

   c. **Number of employees** 8
   BAND 3

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 80

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

DJ.

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

   3a. If yes,
   Square footage of establishment 2500
   Square footage of dance floor 250

- 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.

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810 Union Street, Room 508
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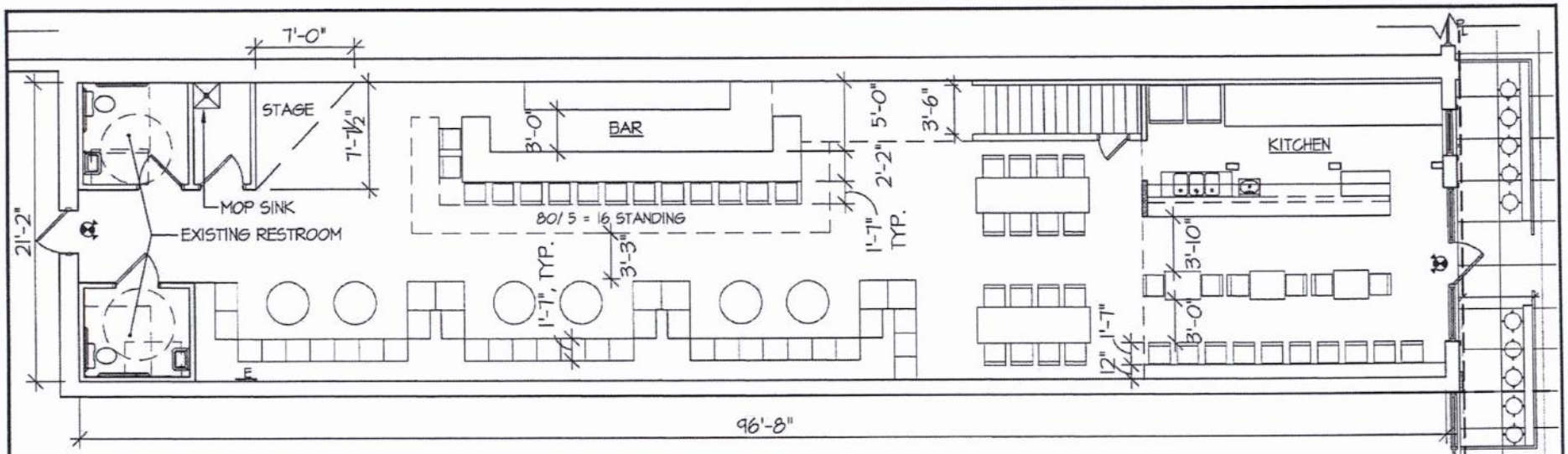
Exhibit B



FIRST FLOOR PLAN - 765 GRANBY STREET, NORFOLK , VA

3/32" = 1'-0"

COMMONWEALTH OF VIRGINIA
2-3-2016
ROBYN J. THOMAS
No. 7487
ARCHITECT

LAYOUT 01

USE GROUP: A-2 RESTAURANT (NO CHANGE OF USE)
CONSTRUCTION: 3B
ALLOWABLE HEIGHT AND AREA (TABLE 503)
2 STORY / 9,500 S.F.
ACTUAL HEIGHT AND AREA (TABLE 503)
1 STORY / 2,045 S.F.
MEZZ: 450 S.F. (LOAD LIVE #/ S.F.)

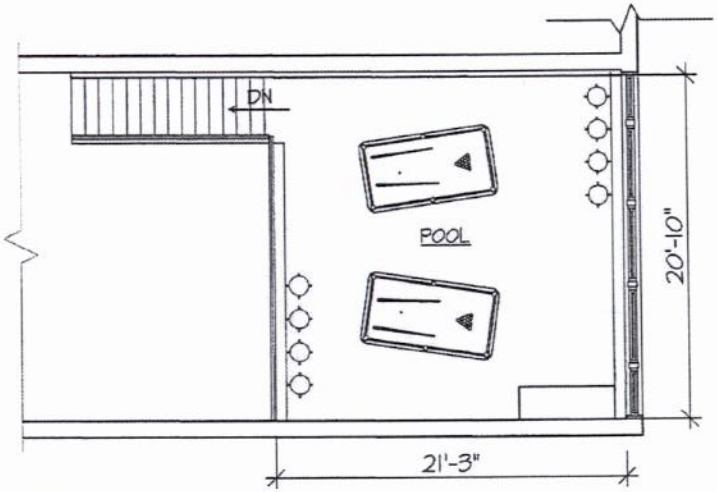
OCCUPANCY CALCULATIONS
DINING SEATS = 69
BAR SEATS = 14
STANDING ROOM = 16
STAFF = 8
OUTDOOR DINING = 10
BAND = 3
MEZZANINE = 16

TOTAL OCCUPANCY = 136

PLUMBING FIXTURE CALCULATIONS

	REQUIRED	PROVIDED
MEN ($\frac{1}{75}$)	1	1
WOMEN ($\frac{1}{75}$)	1	1
LAVATORIES ($\frac{1}{200}$)	1	1
SERVICE SINK	1	1

DRINKING FOUNTAIN: NOT REQUIRED IN ESTABLISHMENT SERVING WATER

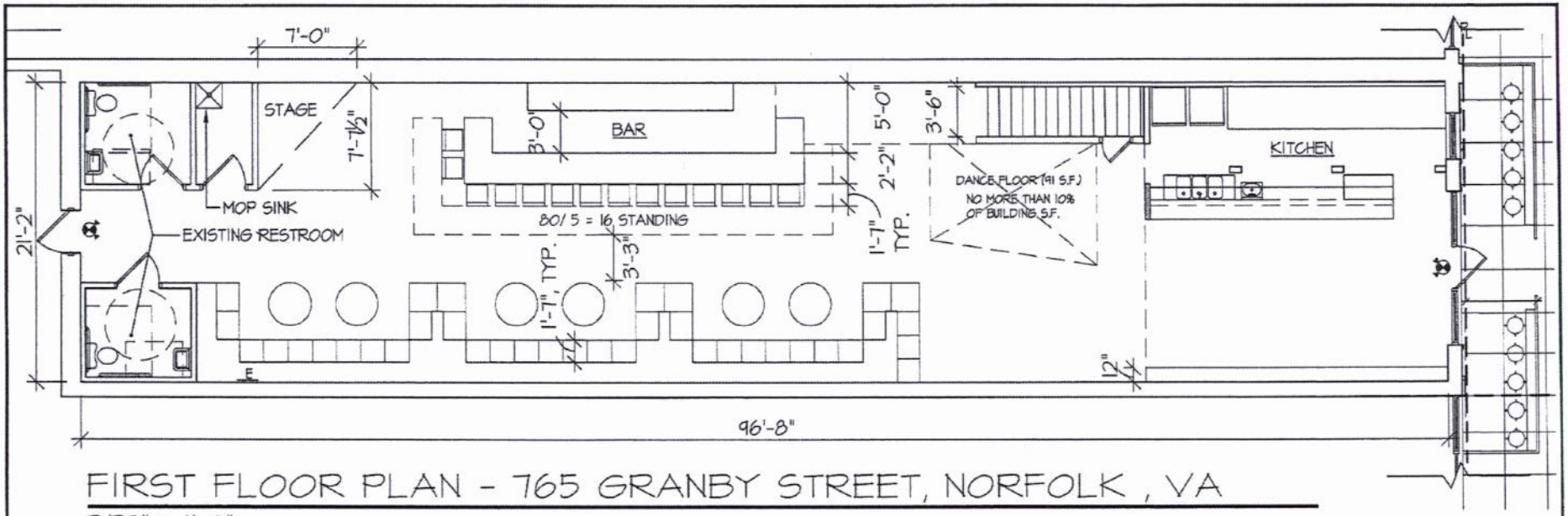


MEZZANINE PLAN

3/32" = 1'-0"

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

1 OF 2	
2/3/2016 DATE	01
16-010 COMM. NO.	



FIRST FLOOR PLAN - 765 GRANBY STREET, NORFOLK , VA

3/32" = 1'-0"

COMMONWEALTH OF VIRGINIA
2-3-2016
ROBYN J. THOMAS
No. 7487
ARCHITECT

LAYOUT 02

USE GROUP: A-2 NIGHTCLUB
CONSTRUCTION: 3B

ALLOWABLE HEIGHT AND AREA (TABLE 503)
2 STORY / 9,500 S.F.

ACTUAL HEIGHT AND AREA (TABLE 503)
1 STORY / 2,045 S.F.
MEZZ: 450 S.F. (LOAD LIVE #/ S.F.)

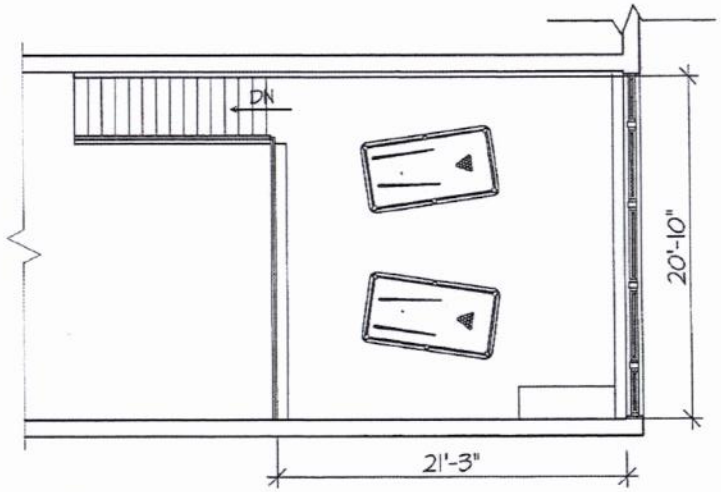
OCCUPANCY CALCULATIONS
DINING SEATS = 34
BAR SEATS = 12
STANDING ROOM = 10
STAFF = 8
OUTDOOR DINING = 0
BAND = 3
DANCING (7 NET) = 13
MEZZANINE = 0

TOTAL OCCUPANCY = 80

PLUMBING FIXTURE CALCULATIONS

	REQUIRED	PROVIDED
MEN ($\frac{1}{75}$)		
WOMEN ($\frac{1}{75}$)		
LAVATORIES ($\frac{1}{75}$)		
SERVICE SINK		

DRINKING FOUNTAIN: NOT REQUIRED IN ESTABLISHMENT SERVING WATER

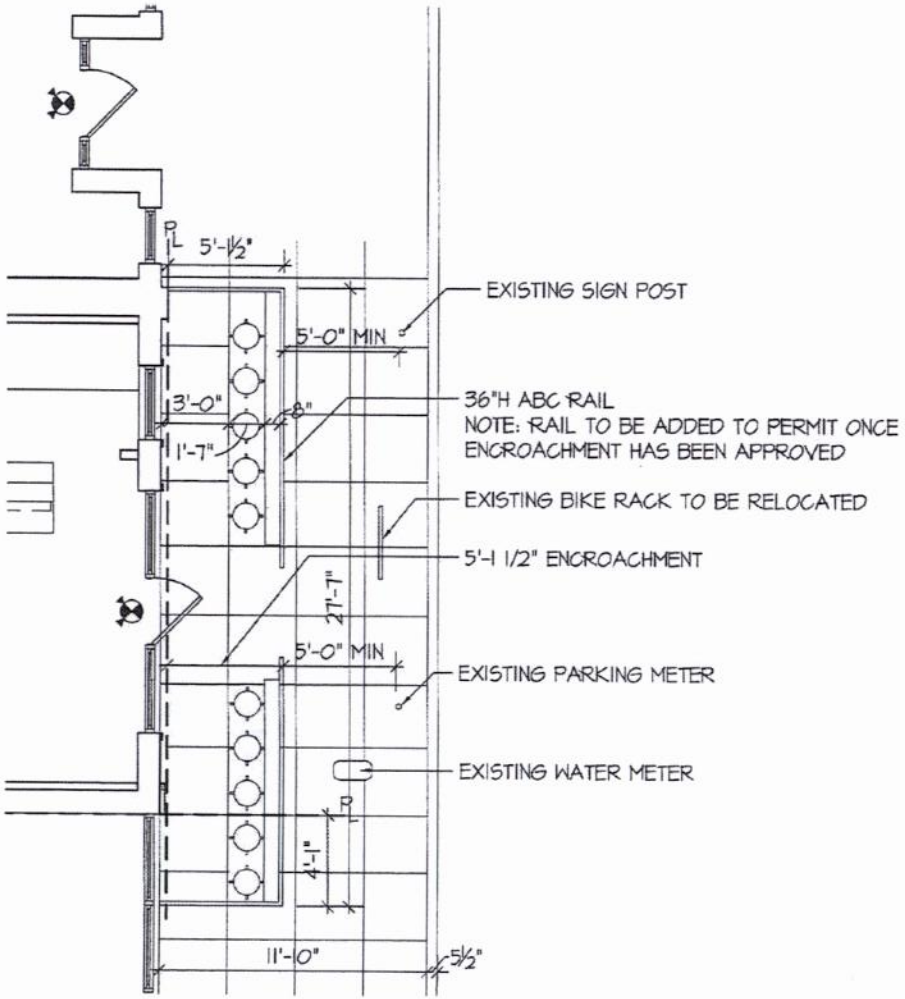


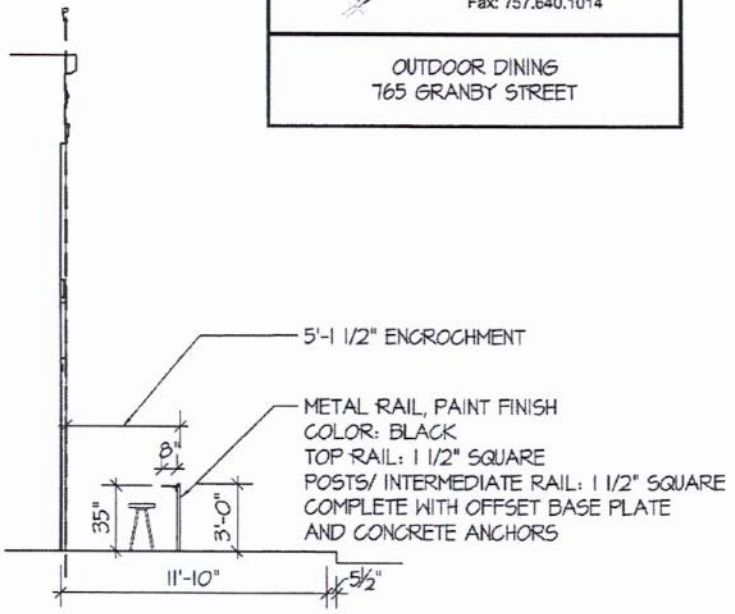
MEZZANINE PLAN

3/32" = 1'-0"

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

2 OF 2	
2/3/2016 DATE	02
16-010 COMM. NO.	





COMMONWEALTH OF VIRGINIA
2-4-2016
ROBYN J. THOMAS
No. 7487
ARCHITECT

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

OUTDOOR DINING
765 GRANBY STREET

LAYOUT 2
DJ & DANCE

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) 34
   Number of bar seats 12
   Standing room 10

   b. **Outdoor**
   Number of seats 0

   c. **Number of employees** 8
   BAND 3

Total Occupancy
(Indoor/Outdoor seats, standing room and employees) = 80

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

DJ.

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

   3a. If yes,
   Square footage of establishment 2500
   Square footage of dance floor 250

- 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.

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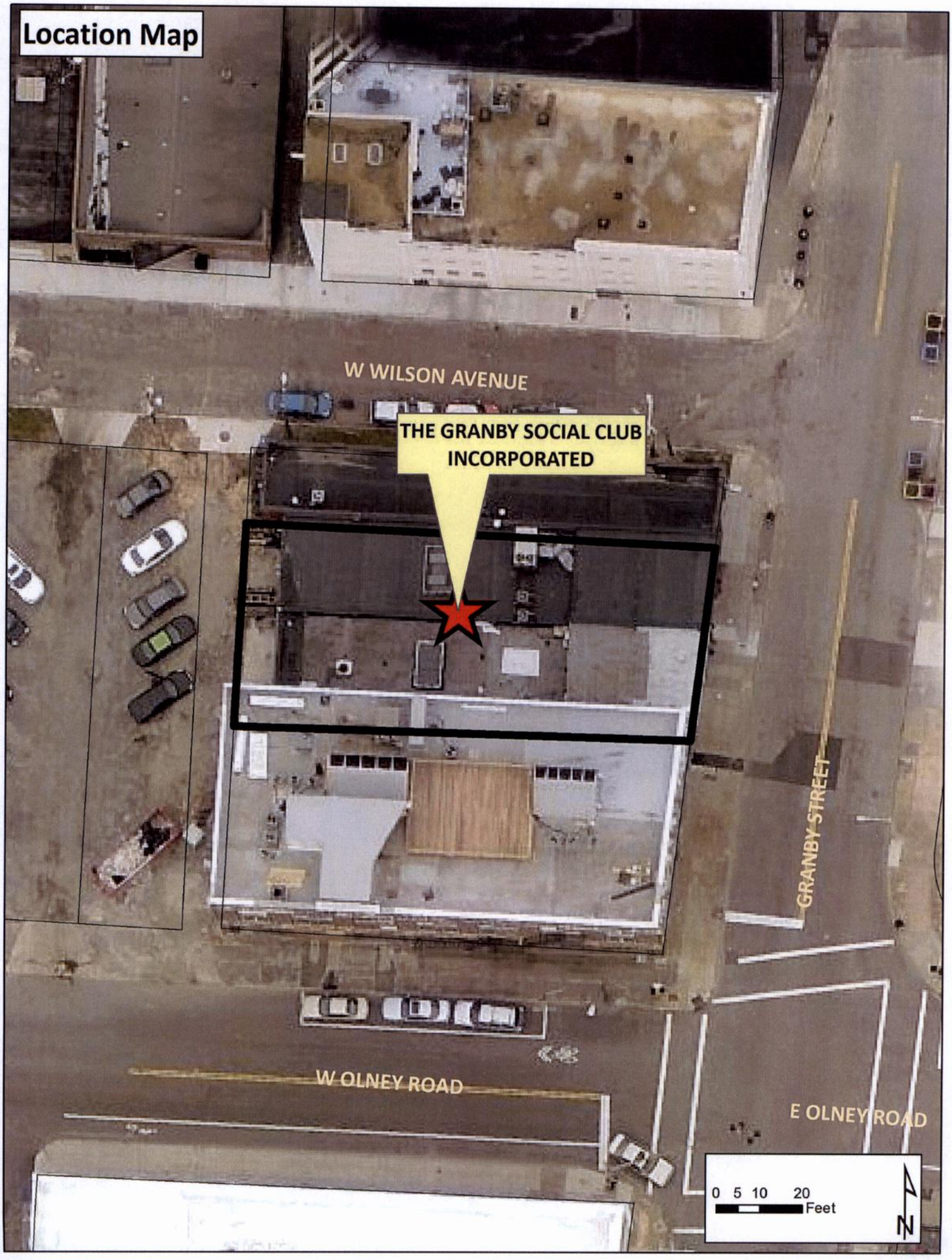
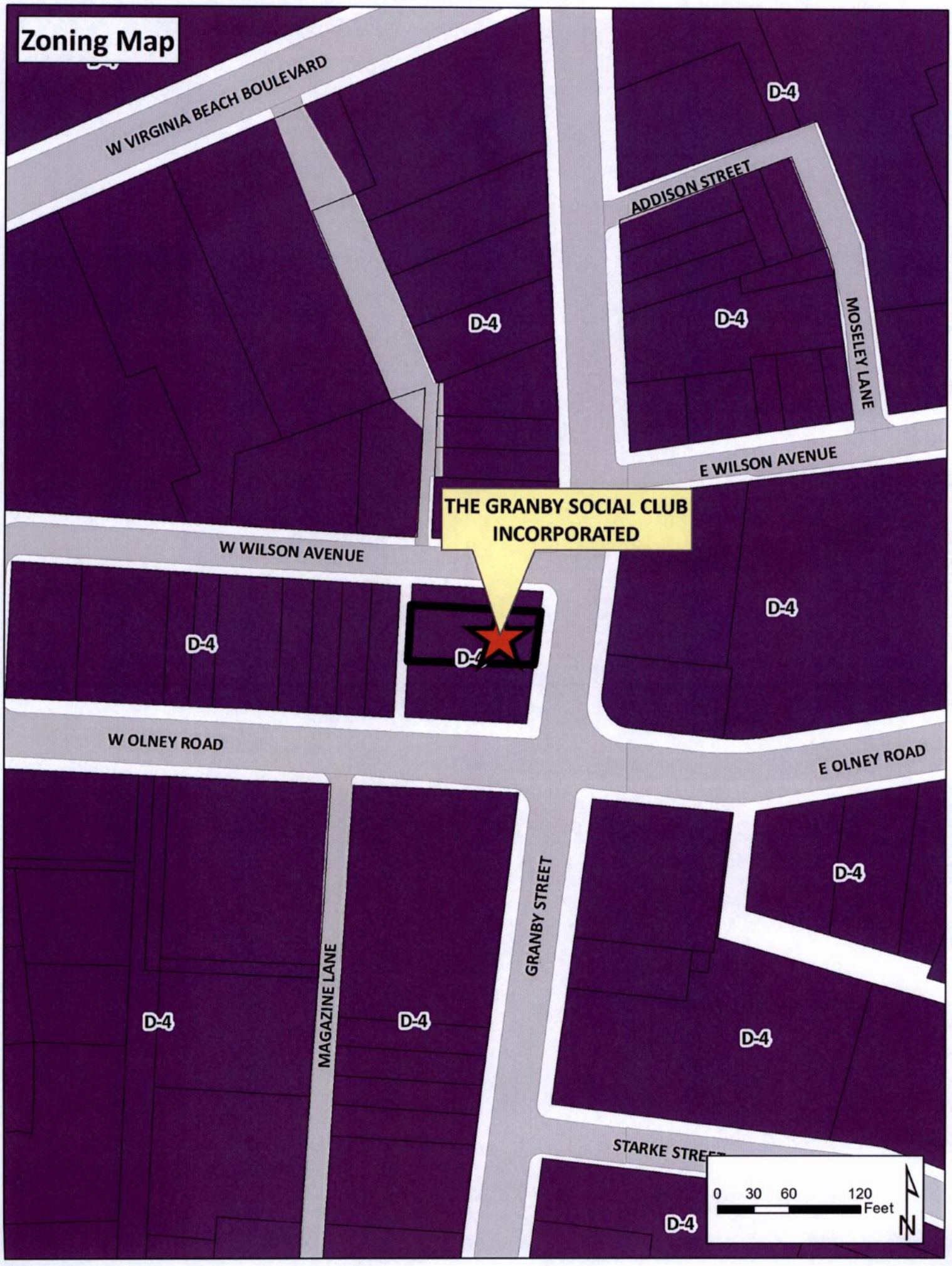
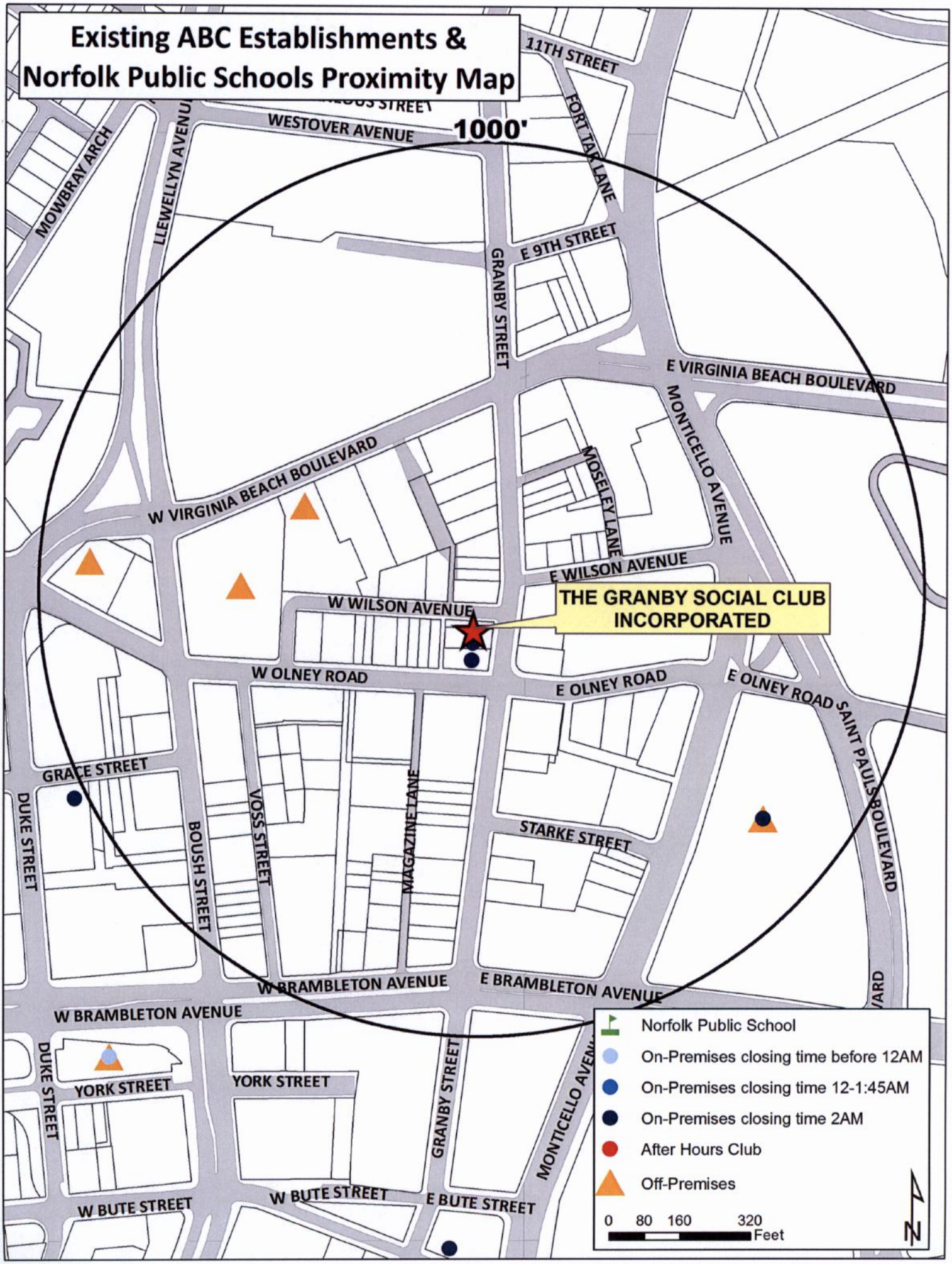

Location Map
W WILSON AVENUE
THE GRANBY SOCIAL CLUB INCORPORATED
GRANBY STREET
W OLNEY ROAD
E OLNEY ROAD
0 5 10 20
Feet
N


Zoning Map
W VIRGINIA BEACH BOULEVARD
ADDISON STREET
MOSELEY LANE
E WILSON AVENUE
W WILSON AVENUE
THE GRANBY SOCIAL CLUB INCORPORATED
W OLNEY ROAD
E OLNEY ROAD
MAGAZINE LANE
GRANBY STREET
STARKE STREET
D-4
0 30 60 120 Feet
N


Existing ABC Establishments &
Norfolk Public Schools Proximity Map
1000'
THE GRANBY SOCIAL CLUB INCORPORATED
11TH STREET
WESTOVER AVENUE
MOWBRAY ARCH
LLEWELLYN AVENUE
FORT TAB LANE
E 9TH STREET
GRANBY STREET
E VIRGINIA BEACH BOULEVARD
MONTICELLO AVENUE
W VIRGINIA BEACH BOULEVARD
MOSELEY LANE
E WILSON AVENUE
W WILSON AVENUE
W OLNEY ROAD
E OLNEY ROAD
SAINT PAULS BOULEVARD
GRACE STREET
DUKE STREET
BOUSH STREET
VOSS STREET
MAGAZINE LANE
STARKE STREET
W BRAMBLETON AVENUE
E BRAMBLETON AVENUE
YORK STREET
W BUTE STREET
E BUTE STREET
Norfolk Public School
On-Premises closing time before 12AM
On-Premises closing time 12-1:45AM
On-Premises closing time 2AM
After Hours Club
Off-Premises
0 80 160 320
Feet
N

APPLICATION
ADULT USE SPECIAL EXCEPTION
ENTERTAINMENT ESTABLISHMENT
(Please Print)

Date 01/27/2016

DESCRIPTION OF PROPERTY

Address 765 Granby Street, Norfolk VA, 23510

Existing Use of Property Vacant

Proposed Use Restaurant & Bar

Current Building Square Footage 2500

Proposed Building Square Footage 2500

Trade Name of Business (If applicable) The Granby Social Club Incorporated

APPLICANT

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

1. Name of applicant: (Last) Derenoncourt (First) Guy (MI) R

Mailing address of applicant (Street/P.O. Box): 999 Waterside Dr. Suite 2525

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

Daytime telephone number of applicant (757) 255-8159 Fax (757) 257-3771

E-mail address of applicant: helpdesk@thetollgategroup.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) Derenoncourt (First) Guy (MI) R

Mailing address of applicant (Street/P.O. Box): 999 Waterside Dr. Suite 2525

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

Daytime telephone number of applicant (757) 257-3771 Fax (757) 255-8159

E-mail address of applicant: helpdesk@thetollgategroup.com

PROPERTY OWNER

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

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

Mailing address of property owner (Street/P.O. box): 2525 Oconee Avenue, Suite 101

(City) Virginia Beach (State) VA (Zip Code) 23454

Daytime telephone number of owner (757) 498-8810 email: admin@balancebuilders.hrcoxmail.com

CIVIC LEAGUE INFORMATION

Civic League contact: Kevin Murphy

Date(s) contacted: 01/22/2016

Ward/Super Ward information: Theresa Whibley / Barclay C. Winn

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: Paul Wallace, Mgr. **Sign:** _____ 2/4/16
(Property Owner or Authorized Agent of Signature) (Date)

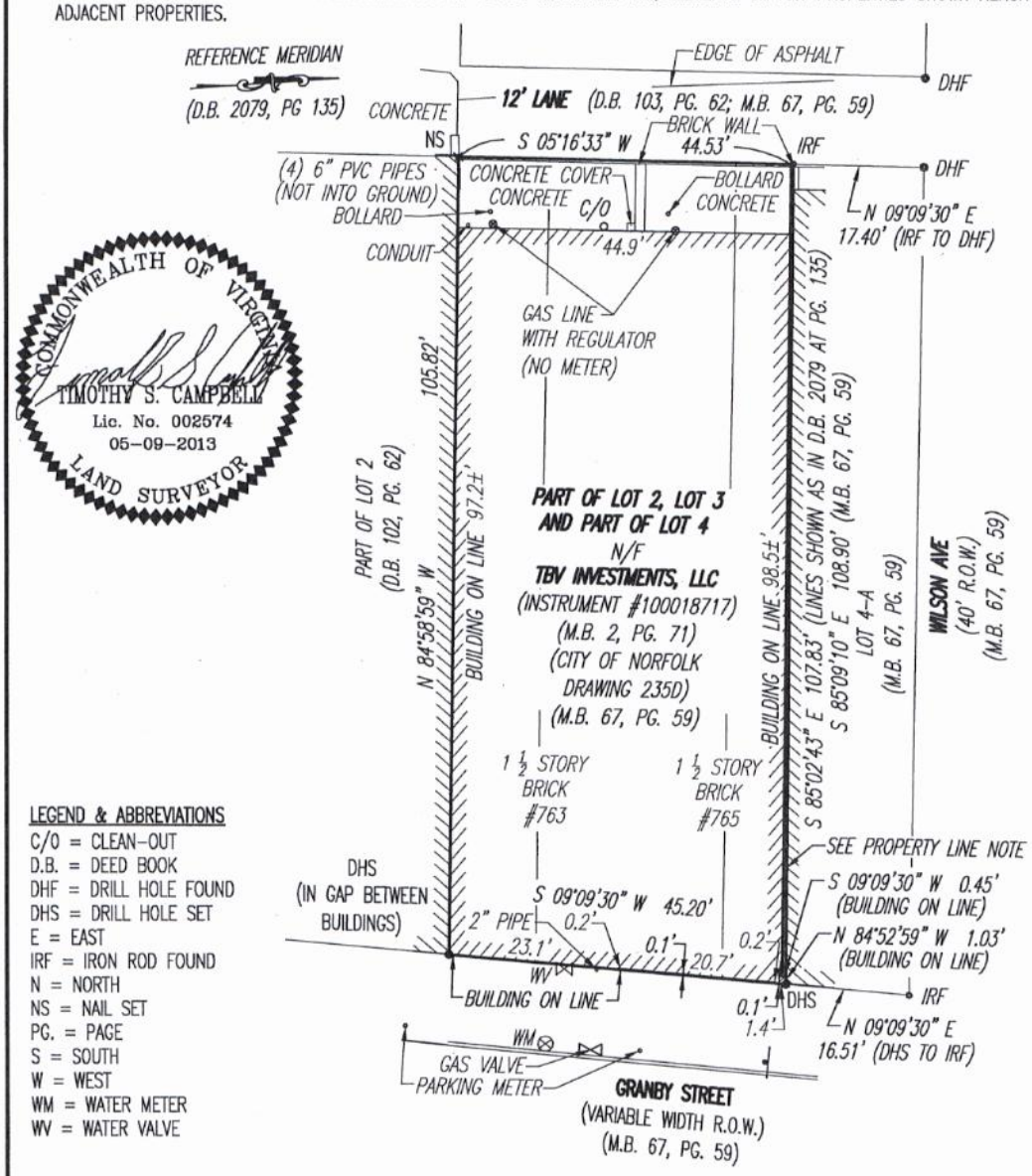
Print name: Guy R. Derenoncourt **Sign:** _____ 2/4/16
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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

1. THIS SURVEY WAS PRODUCED WITH REFERENCE TO A TITLE REPORT CREATED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED SEPTEMBER 9, 2010 AT 12:34 PM AND HAVING POLICY NUMBER 27305-81845212.
2. NO WETLAND DELINEATION MARKERS WERE OBSERVED DURING THIS SURVEY. THIS DOES NOT INDICATE THE NONEXISTENCE OF WETLANDS ON THIS OR ADJACENT PARCELS. OWNERS SHOULD CONTACT A WETLANDS SCIENTIST WITH QUESTIONS OR CONCERNS.
3. NO UNDERGROUND UTILITIES WERE MAPPED AS PART OF THIS SURVEY.
4. THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD ZONES **A.E. (7.6) AND X-SHADED** ACCORDING TO FEMA – NFIP COMMUNITY PANEL **5101040130F** DATED **09/02/2009**. 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 HERON OR ON ADJACENT PROPERTIES.



LEGEND & ABBREVIATIONS
C/O = CLEAN-OUT
D.B. = DEED BOOK
DHF = DRILL HOLE FOUND
DHS = DRILL HOLE SET
E = EAST
IRF = IRON ROD FOUND
N = NORTH
NS = NAIL SET
PG. = PAGE
S = SOUTH
W = WEST
WM = WATER METER
WV = WATER VALVE

GENERAL INFORMATION
ADDRESS: 763 & 765 GRANBY STREET
AREA: 4,786 S.F. / 0.110 ACRES

0 20 40 60

PROPERTY LINE NOTE:
THE RESUBDIVISION OF PART OF LOT 4 (M.B. 67, PG. 59) DOES NOT EXTINGUISH THE LINES AS AGREED TO IN D.B. 2079, PG. 127-135). FOR THIS REASON BOTH LINES ARE INDICATED HEREON.

REVISED PHYSICAL SURVEY OF
PART OF LOT 2, LOT 3 AND PART OF LOT 4
ALSO KNOWN AS
763, 765 GRANBY STREET
FOR
LIBERTY STREET, LLC
(INSTRUMENT#10018717)
(D.B. 2079, PG. 127-135;
D.B. 103. PG. 525;
M.B. 67, PG. 59)
NORFOLK, VIRGINIA
05/04/2013: REVISED 05-09-13:
SCALE: 1" = 20'

MIDATLANTIC
SURVEYING AND LAND DESIGN, INC.
200 EXPRESSWAY COURT
VIRGINIA BEACH, VA 23462
PHONE: 757-557-0888 / FAX: 757-557-6776
www.mas-ld.com

The Granby Social Club Security Plan

INTRODUCTION

Best practice for security begins with risk assessment for each type of situation. Information developed in this plan will influence each parts of the security plan. Threats comprise of all possible forms of attack; threats to the venue and near-by facility encompassing potential losses of human life, injuries, damages, business lost, environmental effect, and psychological damage are all considered.

The purpose of this plan is to establish a framework which protects GSC's patrons and the community by increasing deterrence tactics and delivering protective security measures. This guide primarily highlights the vital part that GSC employees and/or contractors play in the event of a security incident; to include bomb threats to items left around the premises.

Definition of "Security"

Se-Cu-ri-ty – noun

1. Freedom from danger, risk, etc.: safety.
2. Freedom from worry, anxiety, or doubt; well-founded confidence.
3. Something that secures or makes safe; protection; defense.
4. Precautions taken to guard against crime, attack, etc.

SECURITY AWARNESS

The vigilance of the staff (front of the house, back of the house, cleaning, maintenance, and contract staff) is essential to protective measures. The staff is highly trained and encouraged to alert unusual behavior. The confidence to report suspicions, knowing how to report, including false alarms is taken seriously and is regarded as a contribution to the safe running of the restaurant. Planning, coordinating, and establishing good communication between venue staff and external officials is integral to risk mitigation, response and recovery operations.

MANAGING THE RISK

Management has the responsibility under Health and Safety Legislation and Fire Safety with regards to protective security, the understanding and the training to manage hazards and risks. The vulnerability analysis includes a review of all operational security systems. A number of tools are available with developing risk assessment. Team members internal to the venue are involved in the security and day to day operations. External stakeholders include law enforcements, emergency medical and fire services providers. Officials from higher levels of government and managers are responsible for neighboring infrastructure (gas, transportation of chemical, etc.). The venue profile is one important component of the risk assessment. Basic information about the location of fire extinguishers, the capacity of the building, pedestrian flow, and access are part of the venue profile and can be used as quick reference for those responding to an incident.

Risk mitigation involves measures to deter or defeat threats, as well as incident response plans to reduce the consequences of an incident. Patron search procedures, ID card scanners, access alarms, and monitoring cameras are implemented for deterrence.

Response planning involves rapid evacuation of the venue and coordination with emergency medical and fire services. Risk assessment is not a static process. Risk assessment always requires review and corresponding adaptation to new information and circumstances.

Staffing: Leadership, Organization and Authority

Goals:

- Create a safe and secure environment within GSC for patrons.
- Provide a level of control and safety for all arriving and departing guests.
- Mitigate any noise or inappropriate conduct by patrons of GSC entering or leaving the facility which impairs the quiet enjoyment of immediate neighbors, particularly residents living nearby.
- Peacefully and effectively resolve all dangerous situations before any shall provide an assertive presence by displaying integrity and professionalism while executing their duties and responsibilities in an effort to maintain security, protections, and safety of members of the public.
- Ensure a complete, orderly, safe, and swift evacuation of the facility in case of fire, explosion, or any other uncontrolled dangers within the building.
- Protect and promote the courteous, inviting, and hospitable character of the neighborhood and the City of Norfolk generally.

Best practices put in place appropriate staff with clear organization and command chain to respond effectively to risks identified. Clearly defined leadership, staff organization, and lines of authority helps the venue staff see where they fit into the security plan. Control structure that will respond to an incident will be practiced and tested in exercises involving staff who would respond to an incident. Such exercises are held to provide refresher training and counter inevitable staff turnover. For venue employees involved in day to day operations and security, clear job descriptions, including their roles during an incident, will ensure that they perform their duties, and clarify who takes over certain roles if the person originally assigned is missing. For contract security employees, knowing the organization hierarchy and job responsibilities will foster efficient communication and appropriate assignment of responsibilities.

Features of the Plan:

The Granby Social Club, Inc. intends to use a qualified, certified security firm, and/or staff members.

Rules & Regulations:

Depending on the nature of the event hosted, the security team will enforce any combination of dress code, age limit, and code of conduct, and will always enforce restrictions on carrying controlled substances, guns, knives, Tasers®, or any item which may be used as a weapon. Those in violation, as well as unruly patrons, will be escorted off premises and/or turned over to the police. Drink limits will

also be enforced and intoxicated patrons will be handled in accordance with the guidelines set forth by the Virginia Department of Alcoholic Beverage Control.

Access:

Pedestrian and vehicular traffic to and from the facility will be accessible through GSC's front and back doors.

Integration:

The Granby Social Club, Inc. will interface or cooperate with law enforcement in situations which involve the possible commission of a crime or which warrants police intervention. GSC staff will also make cooperative efforts to work with neighboring entertainment establishments to address issues which might come up adjacent to the businesses.

Uniforms are intended to help patrons, law enforcement, and emergency responders readily identify who from the facility is designated as responsible for maintaining security and empowered to implement or impose the facilities rules and regulations.

Members of the security firm hired by GSC will wear clothing that identifies them as "Security." Staff members supporting the security team will wear clothing that identifies them as "Staff."

Security Team:

Depending on the nature of the events hosted at GSC, the security team will consist of any combination of the following security team members:

- 1 Security Team Leader.
- At least 1 Door Security Person. Whenever occupancy exceeds 120 people of the queue of patrons waiting to be admitted exceeds 25 people, at least 2 Door Security Persons.
- At least 2 Roving Security Person. Whenever occupancy exceeds 100 people or the queue of patrons waiting to be admitted exceeds 25, at least 2 Door Security Personnel.
- At least 2 Roving Security Personnel whenever occupancy exceeds 120.
- At all times, at least one of the security personnel in each of the designated positions shall be certified by the Virginia Department of Criminal Justice Services (DCJS).

General Duties and Responsibilities:

Each member of the Security Team will be trained to set up and control queuing in accordance with any floor plans approved through the City's special exception process. All members shall work in concert to maintain order within the facility and outside in the immediate surroundings so as to prevent any activity which would interfere with the quiet enjoyment of nearby property owners or leaseholders. All team members will coordinate with any personnel who may be hired by the property owner to provide security immediately outside of the facility and will be responsible for communicating wait times and cut-offs for any prospective patron queuing up to gain entry. All team members must be knowledgeable of each other's duties and responsibilities so as to be able to assist one another whenever necessary. IT IS THE DUTY OF EVERY MEMBER OF THE TEAM TO PROTECT THE ESTABLISHMENT, ITS

PATRONS, AND EMPLOYEES FROM ANY AND ALL PERCEIVED AND REAL THREATENING SITUATIONS.

Operations

As patrons enter the premises, they usually undergo some form of screening with pat-downs, wanding, and magnetometers being the most common. Mitigating potential consequences of an attack through response planning is ideal. Total evacuation is a last resort and may not be the best response. Employees can be expected to undergo regular training, while contractors may come with some training certified by their company, or by the state. A long-term employee will have a documented training history.

Security Team Leader:

- Supervise all other security team members and monitors all members to ensure compliance with the security plan.
- Enforce occupancy limits in accordance with any floor plans approved through the City's special exception process. The leader may rely on information about the number of patrons entering and leaving the facility gathered from other members of the security team.
- Report directly to the facility manager.
- Rove entire venue during operating hours to ensure patron flow and maintenance of open aisles and clear pathways to exits.
- Liaison to state and city enforcement officers and emergency responders.
- Coordinate configuration of the floor plan on a daily basis under the direction of the General Manager and in accordance with any floor plans approved through the City's special exception process.
- Provide or arrange security accompaniment for employees departing at the end of their shift.
- During emergency evacuation, ensure that all security team members are properly executing emergency duties and responsibilities.
- Maintain CPR certification.

Door Security:

- Control activity at main entrance at all times, monitoring entry of patrons, and maintain clear egress.
- Control access to the venue.
- Check for proper identification of patrons seeking admission.
- Enforce dress code, age limitation, legitimacy of identification cards, and code of conduct.
- Enforce restrictions on contraband by employing one or more of the following techniques: searching bags/purses, metal detector wands, pat-downs.
- Keep proper count of patrons entering and leaving the premises.
- During emergency evacuations, direct patrons out of exits and to a location far enough from the building to be safe and to allow room for other patrons to continue.
- Move away from the building and assemble.
- Maintain security presence in restroom corridor.

- Maintain CPR certification.

Stationary and Roving Security:

- Monitor continual compliance with Virginia ABC regulations.
- Identify and address hazards as they arise throughout the facility.
- Maintain security around bar areas.
- Maintain security in restroom corridor.
- Rove entire venue during operating hours to ensure patron flow and maintenance of open aisles and clear pathways to exits.
- Regularly check emergency exits to ensure they are clear accessible.
- During emergency evacuation, report to stairway to direct evacuation.
- Maintain CPR certification.

Communication:

Security Team members will carry a hand-held radio (i.e. walkie-talkie). Surveillance attachments (ear piece/microphone) will be utilized as warranted, particularly for personnel who need to have both hands free in order to execute their responsibilities. The Security Team Leader will monitor all radio traffic. Flashlights will be utilized by all security staff members as back-up form of communication inside the facility whenever the situation warrants.

Electronic Security:

In case of an emergency, the facility will be evacuated through the front and back doors of the building. All members of the Security Team will be responsible for ensuring the orderly and complete evacuation of each portion of the interior. Exiting patrons will be directed to assemble at the rear of the building in the parking lot once they are a safe distance from the building. If the rear egress is blocked, exiting patrons will be directed to the front entrance and assemble across the stereo once they are a safe distance from the building.

Summary:

1. Conduct a thorough risk assessment that in on-going and adaptive.
2. Put staff in place with appropriate organization and training on how to transition quickly to an incident command structure.
3. Manage communications among staff, between and external responding agencies, and between staff and the public.
4. Implement an operational plan including the staff, procedures, and technology for securing the venue and responding incidents.
5. Train staff consistently and use metrics to evaluate their performance.

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 12:52 PM
To: 'dncl@welovenorfolk.org'; Miller, Mary; 'ejohnson187@yahoo.com'; 'youngterracetmc1@yahoo.com'
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Pollock, Susan
Subject: new Planning Commission application - 763 Granby Street
Attachments: Granby Social Club2.pdf

Mr. Murphy, Ms. Miller, and Ms. Johnson:

Attached please find the application for a special exception to operate an entertainment establishment with alcoholic beverages at 763 Granby Street, Suite 765.

The item is tentatively scheduled for the March 24, 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

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

Connect with us:
www.norfolk.gov

Pollock, Susan

From: Kevin R. Murphy <krmurphy@verizon.net>
Sent: Wednesday, February 10, 2016 12:58 PM
To: Straley, Matthew; dncl@welovenorfolk.org; Miller, Mary; ejohnson187@yahoo.com; youngterracetmc1@yahoo.com
Cc: Whibley, Terry; Winn, Barclay; Howard, Oneiceia; Pollock, Susan
Subject: RE: new Planning Commission application - 763 Granby Street

Matthew,

The DNCL will not object to this application.

Kevin

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, February 10, 2016 12:53 PM
To: dncl@welovenorfolk.org; Miller, Mary <mmiller@downtownnorfolk.org>; ejohnson187@yahoo.com; youngterracetmc1@yahoo.com
Cc: Whibley, Terry <Theresa.Whibley@norfolk.gov>; Winn, Barclay <barclay.winn@norfolk.gov>; Howard, Oneiceia <Oneiceia.Howard@norfolk.gov>; Pollock, Susan <susan.pollock@norfolk.gov>
Subject: new Planning Commission application - 763 Granby Street

Mr. Murphy, Ms. Miller, and Ms. Johnson:

Attached please find the application for a special exception to operate an entertainment establishment with alcoholic beverages at 763 Granby Street, Suite 765.

The item is tentatively scheduled for the March 24, 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

Pollock, Susan

From: ntrammell@aol.com
Sent: Thursday, March 24, 2016 9:44 AM
To: Whitney, Chris; Pollock, Susan
Cc: nancyt210@aol.com
Subject: Public Heaing for Parlor and Granby Social Club

Mr. Whitney and Ms. Pollock,
I wanted to include my comments about this matter for the hearing this afternoon.

I am a resident of 801 Granby St as are Tim and Alice Lee. They were kind enough to share their thoughts on the issue at hand for today's hearing and I would like to go on record as agreeing with what they stated.

I moved into the Neon District last June and I absolutely love living downtown. I accept the fact that noise will be an issue. I didn't mind too much the music coming from the old Parlor establishment, but I will admit I've been sleeping better since they've closed their doors. I was sad to see them leave however, they were just starting to draw people into the area.

With the proposal for the new establishments, I also have concerns about noise level. I moved into the neighborhood for it's vitality and potential. Music and clubs come with the territory, however there should be some consideration for the residents in the area. The biggest problem for me was the patrons after the bar closed. There was a lot of rowdy activity in the streets around 2am. This is troublesome for those of us who need to work in the morning.

I understand that the clubs can't really control their patrons after they leave the club, however as a good neighbor, I'm willing to work with them and the City so this can be a win-win situation.

Thank you.

Sincerely,

Nancy K. Trammell
801 Granby St #4B

Norfolk, VA 23510
703.338.3048

Mr. and Mrs. Timothy R. Lee
801 Granby St., #3A & #4A
Amplified IT at 812/810 Granby St.
Norfolk, VA 23510

March 22, 2016

RE: City Planning Commission Public Hearing for March 24, 2016/The Parlor and the Granby Social Club

Dear Mr. Whitney and Ms. Pollock:

Thank you for allowing us to pass on our thoughts to be shared at the Public Hearing on March 24, as we will be unable to attend the hearing in person.

First of all, we would like to express our excitement that our neighborhood is continuing to improve and thrive. When we moved here in November of 2014, we had high hopes that eventually the area would flourish. It's wonderful to see people's dreams and hard work come into fruition.

We are used to city living. We lived in the center of Edinburgh, the capital of Scotland, for many years. We like the hustle and bustle of the city and the venues for food and entertainment that city living provides. While we never complained about the noise level coming from The Parlor at its previous location, we do have concerns with the new plans for our neighborhood.

1. Noise was always an issue for The Parlor before. There seemed to be no awareness of noise level and how it was affecting the community. In our apartment we could hear the music as if we were playing it ourselves. This was raised numerous times at our Condo Association meetings, however, The Parlor closed before we decided to take action. This makes us nervous that a noise issue will continue. We understand that a club has loud music. However, there is a delicate balance where a certain volume level changes into noise pollution after 10pm.
    a. What kind of measures will be put into place to maintain a responsible level of noise to make The Parlor and the Granby Social Club good neighbors?
        i. Can an approved sound monitor be put on the 801 building (only main residence within reach of both The Parlor and Granby Social Club) to measure levels to ensure these businesses adhere to the noise ordinance found in Chapter 26 of the Norfolk City Code. Therefore action could be taken if sound levels are over 52db(A) for a prolonged period of time as per Table I.
            1. As Amplified IT is a technical consultancy, I'm confident we can assist along with members of the 757 Makerspace to install an automatic system that notifies both business owners and the DNC/Norfolk City Council of excess noise levels.
    b. Are there any sound proofing measures being taken to help alleviate potential noise problems from within each building?
        i. As my business, Amplified IT, borders onto 804/806 Granby, I did put a lease provision in writing to the landlord, Pam Kloppel, that sound proofing would be applied to the shared wall. We work with Google's Education Team and hold daily video calls until 7/8pm as our customers and team are also on the west coast. While this will hopefully address the internal problem - what is being done or is required for external noise pollution control?

2. If a venue closes at 2am, that means the streets are loud for a period after the closing as people leave. Usually these people are loud and unaware they are in a residential area. Most people don't realize that 801 Granby St. is residential, which usually works to our advantage during the day. However, that also means people think

the surrounding buildings are empty 9-5 businesses that aren't affected by noise levels. Obviously the venue cannot enforce a quiet policy as people are leaving. That means after the music has turned off, potential noise pollution is coming from the venue's customers.

   a. How can the city help support a noise level solution for residents in this area? Is it the city's job to do that? What is the best way to be aware of this and handle it in a way that helps everyone feel comfortable?

3. The Parlor has requested to stay open until 4am. That means it will likely be noisy on the street until 4:30am. There is a big difference between dealing with elevated noise levels until 2:30am and dealing with them until 4:30am. We hope that the Parlor can prove it can maintain an appropriate noise level before being allowed to extend to 4am.

We are focused on building the community. Through Amplified IT, I've brought a number of staff to live and work in the area. We have personally invested heavily in 801 Granby St. and obviously want the area to grow as we plan to bring up our family here. The last thing we want to do is hamper or restrict local businesses from being successful. There has to be a middle ground where the businesses and residents both benefit from being in the Neon District.

Sincerely,
Tim and Alice Lee

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception to operate a Tattoo Parlor at 5720 Hoggard Road, Suite B – Artisan Body Piercing**

Reviewed: _____ **Ward/Superward: 4/7**
Ronald H. Williams, Jr., Deputy City Manager

Approved: _____ **Item Number: R-12**
Marcus D. Jones, City Manager

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

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

III. **Request:** Special Exception to operate a tattoo parlor.

IV. **Applicant:** **Artisan Body Piercing**

V. **Description:**

- The site is located on the north side of Hoggard Road southeast of the intersection of N. Military Highway and Poplar Hall Road.
- This request would allow an existing establishment, Artisan Piercing, to add tattooing as a service.

	Proposed
Hours of Operation	10:00 a.m. until 10:00 p.m., Monday through Saturday 1:00 p.m. until 6:00 p.m., Sunday

VI. **Historic Resources Impacts**
The structure is not located within a federal, state, or local historic district.

VII. **Public Schools Impacts**
The site is located in the Poplar Hall Elementary School, the Lake Taylor Middle School and Booker T. Washington High School Attendance Zones.

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

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- E-mail of support from Glenrock Civic League
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Planner: Susan Pollock, CFM

Staff Report	Item No. 4	
Address	**5720 Hoggard Road, Suite B**	
Applicant	**Artisan Body Piercing**	
Request	**Special Exception**	**Tattoo Parlor/School**
Property Owner	Zcal, LLC	
Site Characteristics	Site/Building/Spacea	20,802/7,150/1,166 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Glenrock
	Character District	Suburban
Surrounding Area	North	C-2: Retail commercial
	East	C-2: Department of Motor Vehicle center
	South	C-2: Lone Star Steakhouse, IN-1 (Institutional): VFW Post
	West	C-2: Arby's, Boston Chicken

A. Summary of Request

- The site is located on the north side of Hoggard Road southeast of the intersection of N. Military Highway and Poplar Hall Road.
- This request would allow an existing establishment, Artisan Piercing, to add tattooing as a service.

B. Plan Consistency

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

C. Zoning Analysis

i. General

- In February, the Planning Commission approved a zoning text amendment to allow Tattoo Parlors/School in the C-2 district by special exception.
  - This use is not permitted within 100 feet of a residential zoning district.
  - There are no residential districts within 100 feet of this site.

	Proposed
Hours of Operation	10:00 a.m. until 10:00 p.m., Monday through Saturday 1:00 p.m. until 6:00 p.m., Sunday

ii. Parking

No additional parking will be required to add tattooing to an existing retail establishment.

iii. Flood Zone

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

D. Transportation Impacts

- No new trips are forecast related to the proposed addition of tattooing at this existing retail services location.
- N. Military Highway adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

The site is located in the Poplar Hall Elementary School, the Lake Taylor Middle School and Booker T. Washington High School Attendance Zones.

G. Environmental Impacts

The site was developed under current development standards and no new landscaping opportunities are available.

H. Surrounding Area/Site Impacts

By requiring this use to conform to the conditions listed below, the proposed 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

- Notice was sent to the Glenrock Civic Leagues on February 9.
- The applicant contacted the civic leagues on January 12.
- A letter or support was received from the Civic League on February 10.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.
- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

Staff recommends **approval** of the special exception request, considering compliance with *Zoning Ordinance* requirements, subject to the conditions below:

a. The hours of operation shall be from 10:00 a.m. until 10:00 p.m., Monday through Saturday and 1:00 p.m. until 6:00 p.m., Sunday. The operating hours indicated herein require that all tattooing procedures cease prior to the time of closing. If a tattooing procedure which begins during operating hours is not completed before the time of closing, the procedure must cease prior to the time of closing and may be resumed on another day during permitted operating hours. This condition shall be strictly construed and enforced.

b. The business shall not be opened to the public until a tattoo parlor permit has been granted by the Norfolk Health Department.

Attachments

Location Map
Zoning Map
Application
Notice to the Glenrock Civic League

03/22/2016 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 THE OPERATION OF A TATTOO PARLOR NAMED "ARTISAN BODY PIERCING" ON PROPERTY LOCATED AT 5720 HOGGARD ROAD, SUITE B.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a tattoo parlor named "Artisan Body Piercing" on property located at 5720 Hoggard Road, suite B. The property which is the subject of this Special Exception is more fully described as follows:

> Property fronting 139 feet, more or less, along the northern line of Hoggard Road beginning 164 feet, more or less, from the eastern line of North Military Highway and extending eastwardly; premises numbered 5720 Hoggard Road, suite B.

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

(a) The hours of operation shall be limited to 10:00 a.m. until 10:00 p.m. Monday through Saturday and 1:00 p.m. until 6:00 p.m. on Sunday. The operating hours indicated herein require that all tattooing procedures cease prior to the time of closing. If a tattooing procedure which begins during operating hours is not completed before the time of closing, the procedure must cease prior to the time of closing and may be resumed on another day during permitted operating hours. This condition shall be strictly construed.

(b) The business shall not be opened to the public unless and until a tattoo parlor permit has been granted by the Norfolk Health Department.

Section 2:- 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.

Pollock, Susan

From: Glenrock Neighborhood Assoc. <wewatchglenrock@live.com>
Sent: Wednesday, February 10, 2016 12:31 PM
To: Straley, Matthew
Subject: RE: new Planning Commission application - 5720 Hoggard Road

Thank you Mr. Straley.

I have previous spoken to the owners about their future plans and will share them with our community. As it stands, I don't believe we will have any objects, as long as their plans fall within purview of the city codes.

r/
David~

From: Straley, Matthew [mailto:Matthew.Straley@norfolk.gov]
Sent: Wednesday, February 10, 2016 11:07 AM
To: wewatchglenrock@live.com; Poplarhallcivicleague@yahoo.com
Cc: Riddick, Paul <paul.riddick@norfolk.gov>; Williams, Angelia M. <angelia.williams@norfolk.gov>; Goldin, Jamie <Jamie.Goldin@norfolk.gov>; Pollock, Susan <susan.pollock@norfolk.gov>
Subject: new Planning Commission application - 5720 Hoggard Road

Mr. Hicks and Mr. Rawls,

Attached please find the application for a special exception to operate a tattoo parlor at 5720 Hoggard Road.

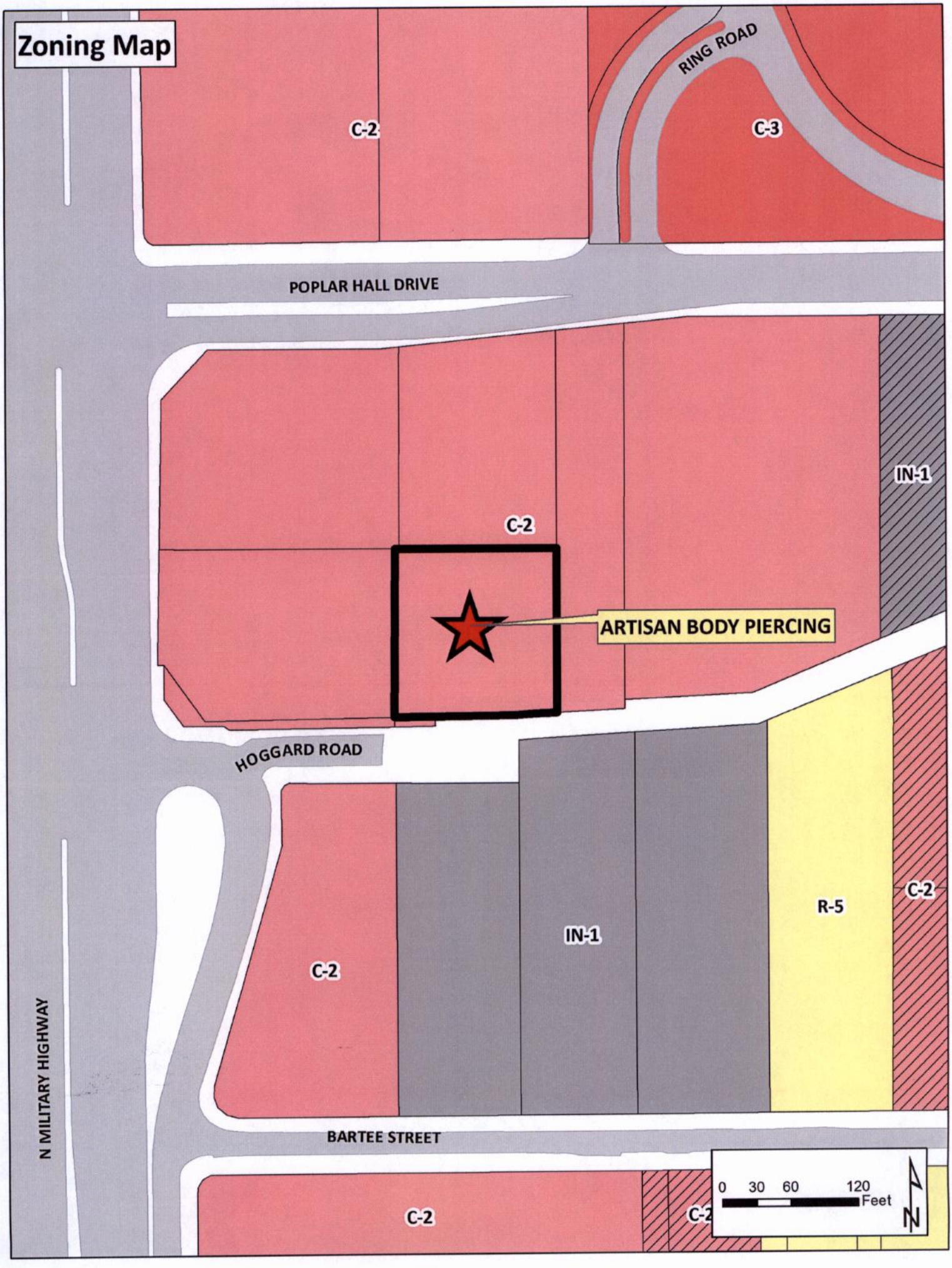
The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

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

Location Map
POPLAR HALL DRIVE
HOGGARD ROAD
N MILITARY HIGHWAY
ARTISAN BODY PIERCING
0 20 40 80
Feet
N


Zoning Map
C-2
RING ROAD
C-3
POPLAR HALL DRIVE
IN-1
C-2
ARTISAN BODY PIERCING
HOGGARD ROAD
C-2
IN-1
R-5
C-2
C-2
N MILITARY HIGHWAY
BARTEE STREET
C-2
C-2
0 30 60 120
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: tattoo parlor in the C-2 district

Date of application: January 15, 2016

DESCRIPTION OF PROPERTY

Property location: (Street Number) 5720 (Street Name) Hoggard Road

Existing Use of Property Body Piercing

Current Building Square Footage 1,166 sf

Proposed Use

To add tattooing to an already existing Body Piercing Shop

Proposed Square Footage N/A

Proposed Hours of Operation:

Weekday	From	10 am	To	10 pm
Friday	From	10 am	To	10 pm
Saturday	From	10 am	To	10 pm
Sunday	From	1 pm	To	6pm

Trade Name of Business (If applicable) Artisan Body Piercing

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) Schemel (First) Katie (MI) A

Mailing address of applicant (Street/P.O. Box): 714 Wingfield Ave

(City) Chesapeake (State) va (Zip Code) 23325

Daytime telephone number of applicant (757) 777-5928 Fax ( )

E-mail address of applicant: kat3869@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) Schemmel (First) Joseph (MI) t

Mailing address of applicant (Street/P.O. Box): 714 Wingfield Ave

(City) Chesapeake (State) VA` (Zip Code) 23325

Daytime telephone number of applicant (757) 642-2542 Fax ( )

E-mail address of applicant: Va_joe777@hotmail.com

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

ZCal, LLC

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

Mailing address of property owner (Street/P.O. box): 1700 Wells Fargo Center,400 Monticello Ave

(City) Norfolk (State) VA (Zip Code) 23510-2670

Daytime telephone number of owner (757) 286-1783 email: mzarpas@slnusbaum.com

CIVIC LEAGUE INFORMATION

Civic League contact: David Hex (Glenrock Civic League)

Date(s) contacted: 1-12-2016

Ward/Super Ward information:

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

Print name: Zcal, Lyc Michael P. Zarpas **Sign:** _____ / 15 / 2016
(Property Owner or Authorized Agent of Signature) (Date)

Katie Schemmel

Print name: _____ **Sign:** _____ 1 / 22 / 16
(Applicant) (Date)

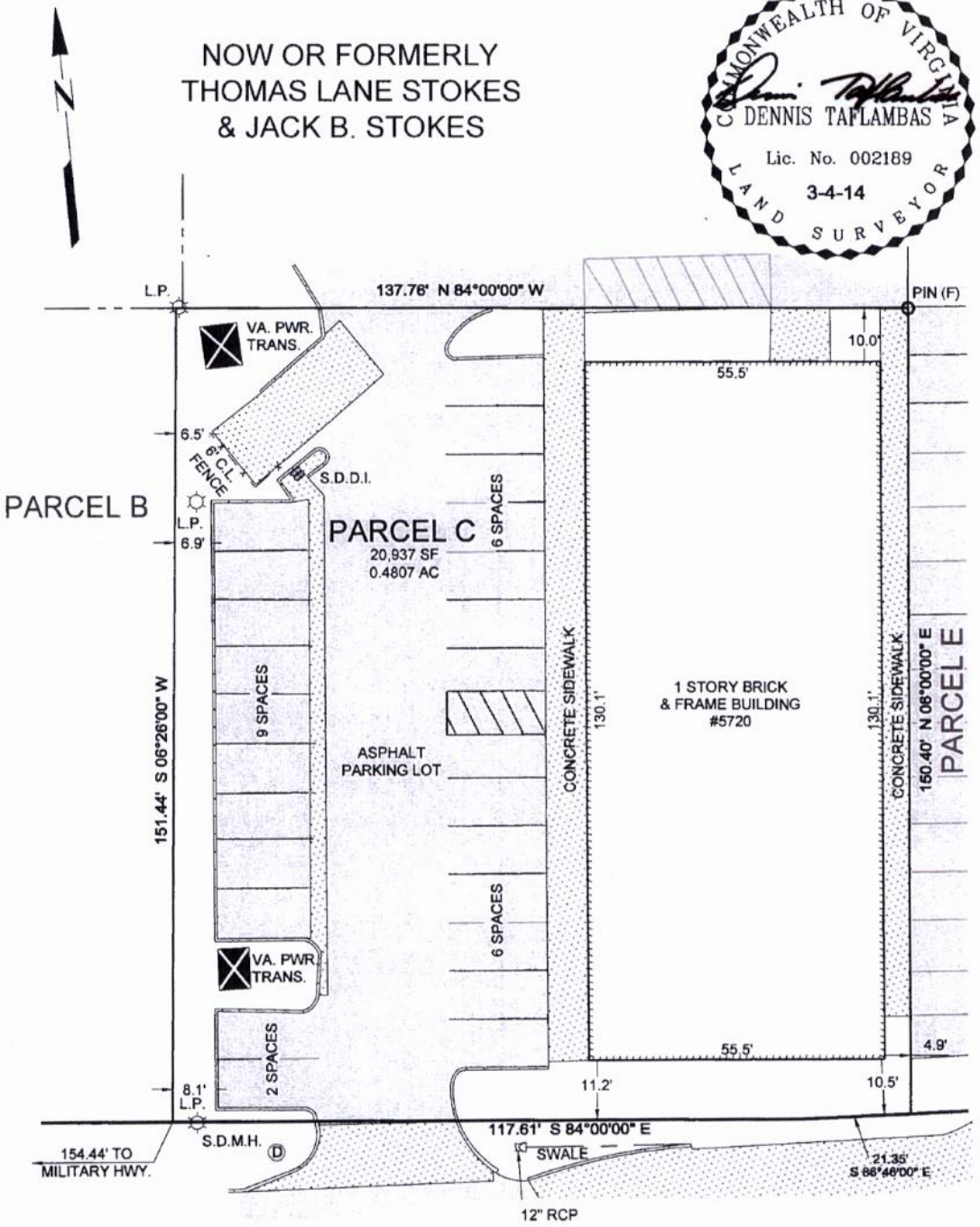
ONLY NEEDED IF APPLICABLE:

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

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

1. THIS IS TO CERTIFY THAT I, ON MARCH 4, 2014, 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 510104-0145 F, DATED 9-2-09. BASE FLOOD ELEV = N/A FINISHED FLOOR ELEV = N/A

COMMONWEALTH OF VIRGINIA
DENNIS TAFLAMBAS
Lic. No. 002189
3-4-14
LAND SURVEYOR



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

PHYSICAL SURVEY OF

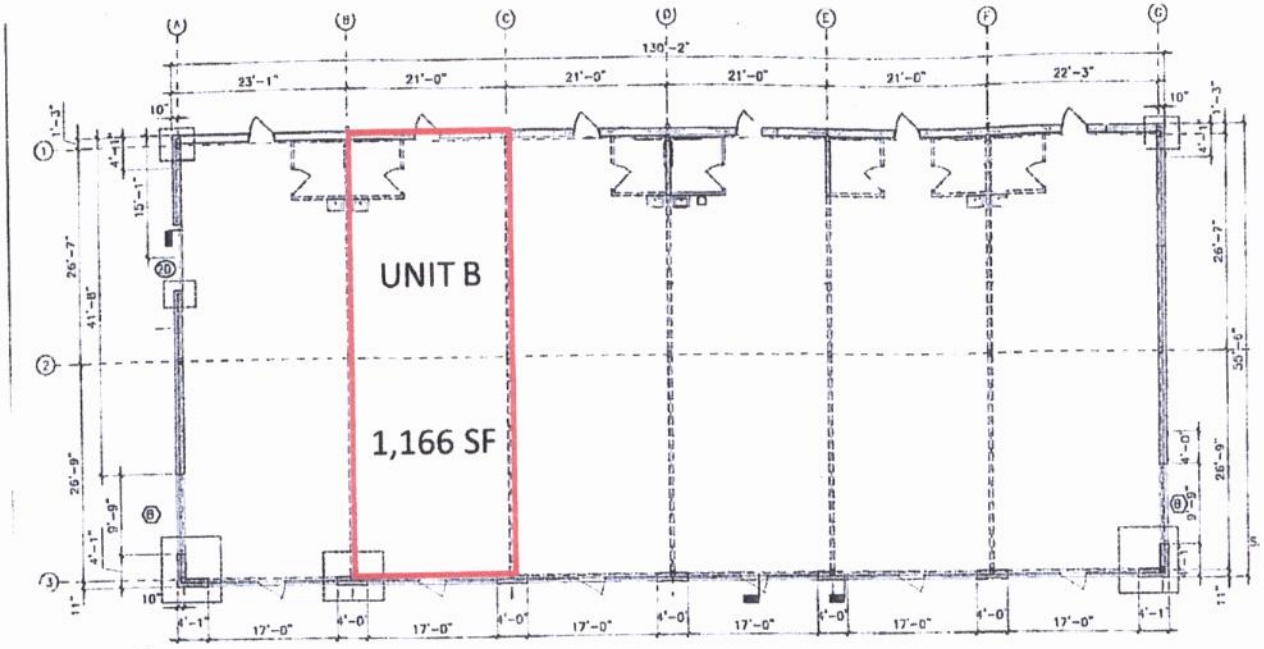
PARCEL C, SUBDIVISION & STREET DEDICATION OF PARCELS A, B, C, D & E

NORFOLK, VIRGINIA M.B.33 P.68

FOR: **ZCAL, LLC**

DRAWN	MJB	SCALE	1" = 25'
CHECK	DT	JOB	6878
DATE	3-4-14	REVISED	N/A
FIELD BOOK	105	SHEET	1 OF 1

EXHIBIT "A"
SITE PLAN



Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 11:07 AM
To: 'wewatchglenrock@live.com'; 'Poplarhallcivicleague@yahoo.com'
Cc: Riddick, Paul; Williams, Angelia M.; Goldin, Jamie; Pollock, Susan
Subject: new Planning Commission application - 5720 Hoggard Road
Attachments: Artisan Body.pdf

Mr. Hicks and Mr. Rawls,

Attached please find the application for a special exception to operate a tattoo parlor at 5720 Hoggard Road.

The item is tentatively scheduled for the March 24, 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

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

Connect with us:
www.norfolk.gov

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Special Exception for a commercial drive-through at 8410 Hampton Blvd. – Dunkin' Donuts**

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

Ward/Superward: 1/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-13

I. **Staff Recommendation:** **Approval**, subject to the removal of the site access from Hampton Boulevard shown on the attached plan. The Hampton Boulevard entrance as shown increases the potential for internal pedestrian/vehicular conflicts and creates a safety issue.

II. **Commission Action:** By a vote of **7 to 0**, the Planning Commission recommends **Approval,** subject to the removal of the site access from Hampton Boulevard.

III. **Request:** Special exception – commercial drive-through

IV. **Applicant: Dunkin' Donuts**

V. **Description:**

- The property is located at the corner of Hampton Boulevard and Rogers Avenue, near the Glenwood Park neighborhood.
- Granting this request would allow the construction of Dunkin' Donuts with a commercial drive-though.
- The applicant's representative has expressed that the condition for approval requiring removal of the site access from Hampton Boulevard would impact the accessibility of the site to such an extent that the Dunkin' Donuts would no longer be a viable business enterprise at this location. However, at the City Planning Commission public hearing held on March 24, 2016, the applicant's representative stated that he had not yet discussed the condition with the Dunkin' Donuts corporate office.

Staff point of contact: Sarah Richards at 664-7470 or sarah.richards@norfolk.gov

Attachments:

- Staff Report to CPC dated March 24, 2016 with attachments
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: March 24, 2016
Executive Secretary: George M. Homewood, AICP, CFM
Planner: Sarah G. Richards SGR

Staff Report	Item No. 9	
Address	8410 Hampton Boulevard	
Applicant	Dunkin' Donuts	
Request	Special Exception	Commercial drive-through
Property Owner	Little Creek Holdings, LLC	
Site Characteristics	Site/Building Area	14,614 sq. ft. /1,837 sq. ft.
	Future Land Use Map	Commercial
	Zoning	C-2 (Corridor Commercial)
	Neighborhood	Glenwood Park
	Character District	Suburban
Surrounding Area	North	C-2: Burger King
	East	R-7 (Single-Family): single-family homes
	South	C-2: commercial building
	West	Conditional C-2: Hardee's

A. Summary of Request

- The property is located at the corner of Hampton Boulevard and Rogers Avenue, near the Glenwood Park neighborhood.
- This request would allow the construction of Dunkin Donuts with a commercial drive-though.

B. Plan Consistency

- The proposed special exception is consistent with plaNorfolk2030, which designates this site as commercial.
- The Providing Transportation Options chapter of plaNorfolk2030 includes an action calling for the implementation of access management strategies, such as the reduction of curb cuts, to improve traffic operations and safety
- The providing transportation options chapter of plaNorfolk2030 also includes an action calling for the development of complete streets, including provisions for bicycles and pedestrians such as sidewalks, multi-use paths, or sharrows.
- In order to be fully consistent with plaNorfolk2030, site improvements should be included that address access management concerns and further the implementation of complete streets.

C. Zoning Analysis

i. General

The use is permitted in the C-2 district by special exception.

ii. Parking

- For a take-out-only eating establishment of this size located within the Suburban Character District, the *Zoning Ordinance* requires that the site provides a minimum of seven parking spaces and sufficient room to accommodate one bicycle.
    - The applicant proposes to provide 12 parking spaces.
    - The proposed number of parking spaces, based on the proposed square footage of the building, exceeds the parking maximum for commercial uses established in the *Zoning Ordinance*.
        - Prior to obtaining Site Plan approval, the applicant will be required to provide landscaping and stormwater improvements to off-set the impervious parking proposed on the site.
    - Eating establishments with a commercial drive-through are required to have 6 stacking spaces behind the order box and 4 stacking spaces between the pickup window and order box.
    - The site plan submitted with this application shows 10 stacking spaces, and therefore meets the requirements of the *Zoning Ordinance* for stacking.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that that this proposed restaurant with a drive through will generate 846 new vehicle trips per day.
- Based upon ITE data, the existing office use on this site would be expected to generate 64 weekday trips while the proposed restaurant would be expected to generate 910 trips on weekdays.
- Hampton Boulevard near the site is not identified as a severely congested corridor in either the AM or PM peak hours in the current update to regional Hampton Roads Congestion Management analysis.
- The site is near transit service with Hampton Roads Transit bus routes 2 (Hampton) and 21 (Little Creek) operating near the site.
- Hampton Boulevard adjacent to the site is not an identified priority corridor in the City of Norfolk Bicycle and Pedestrian Strategic Plan.

E. Historic Resources Impacts

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

F. Public Schools Impacts

This site is located within the Camp Allen Elementary School, Blair Middle School, and Maury High School Attendance Zones.

G. Environmental Impacts

- The construction of a fast food restaurant with a drive-through lane should not adversely impact the surrounding uses if proper access management is implemented.
- The proposed facility will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.

H. Surrounding Area/Site Impacts

Over the past year, there has been one call for service on the property, with no arrests made.

I. Payment of Taxes

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

J. Civic League

Notice was sent to the Glenwood Park Civic League on February 10.

K. Communication Outreach/Notification

- Legal notice was posted on the property on February 16.
- Letters were mailed to all property owners within 300 feet of the property on March 11.

- Legal notification was placed in *The Virginian-Pilot* on March 10 and March 17.

L. Recommendation

Staff recommends **approval** of the special exception request, considering compliance with *Zoning Ordinance* requirements, subject to the conditions below:

(a) No access to the site from Hampton Boulevard shall be allowed.

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

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

(d) All nonconforming fences and signs on the site shall be removed.

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

(f) At least one bicycle parking space shall be provided on the site.

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

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

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

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

(k) No business license shall be issued until conditions (a), (d), (e), (f), (g), and (i), have all been implemented fully on the site.

Attachments

Location Map
Zoning Map
Application
Notice to the Glenwood Park Civic League

Proponents and Opponents

Proponents
Robert Kellam
Kellam Gerwitz Engineering
500 Central Drive, Suite 113
Virginia Beach, Virginia 23454

Opponents
None

03/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

SGR

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION TO PERMIT THE OPERATION OF A COMMERCIAL DRIVE-THROUGH FOR "DUNKIN DONUTS" ON PROPERTY LOCATED AT 8410 HAMPTON BOULEVARD.

- - -

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

Section 1:- That a Special Exception is hereby granted authorizing the operation of a Commercial Drive-Through for "Dunkin Donuts" on property located at 8410 Hampton Boulevard. The property which is the subject of this Special Exception is more fully described as follows:

Property fronts 100 feet, more or less, along the eastern line of Hampton Boulevard and 147 feet, more or less, along the southern line of Rogers Avenue; premises numbered 8410 Hampton Boulevard.

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

(a) No vehicular access to the site directly to or from Hampton Boulevard shall be allowed.

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

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

(d) All nonconforming fences and signs on the site shall be removed.

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

(f) At least one bicycle parking space shall be provided on the site.

(g) All dumpsters shall be gated and not visible from any public right-of-way, and will be screened with masonry walls that complement the proposed building.

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

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

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

(k) No business license shall be issued until conditions (a), (d), (e), (f) and (g) have all been implemented fully on the site.

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;

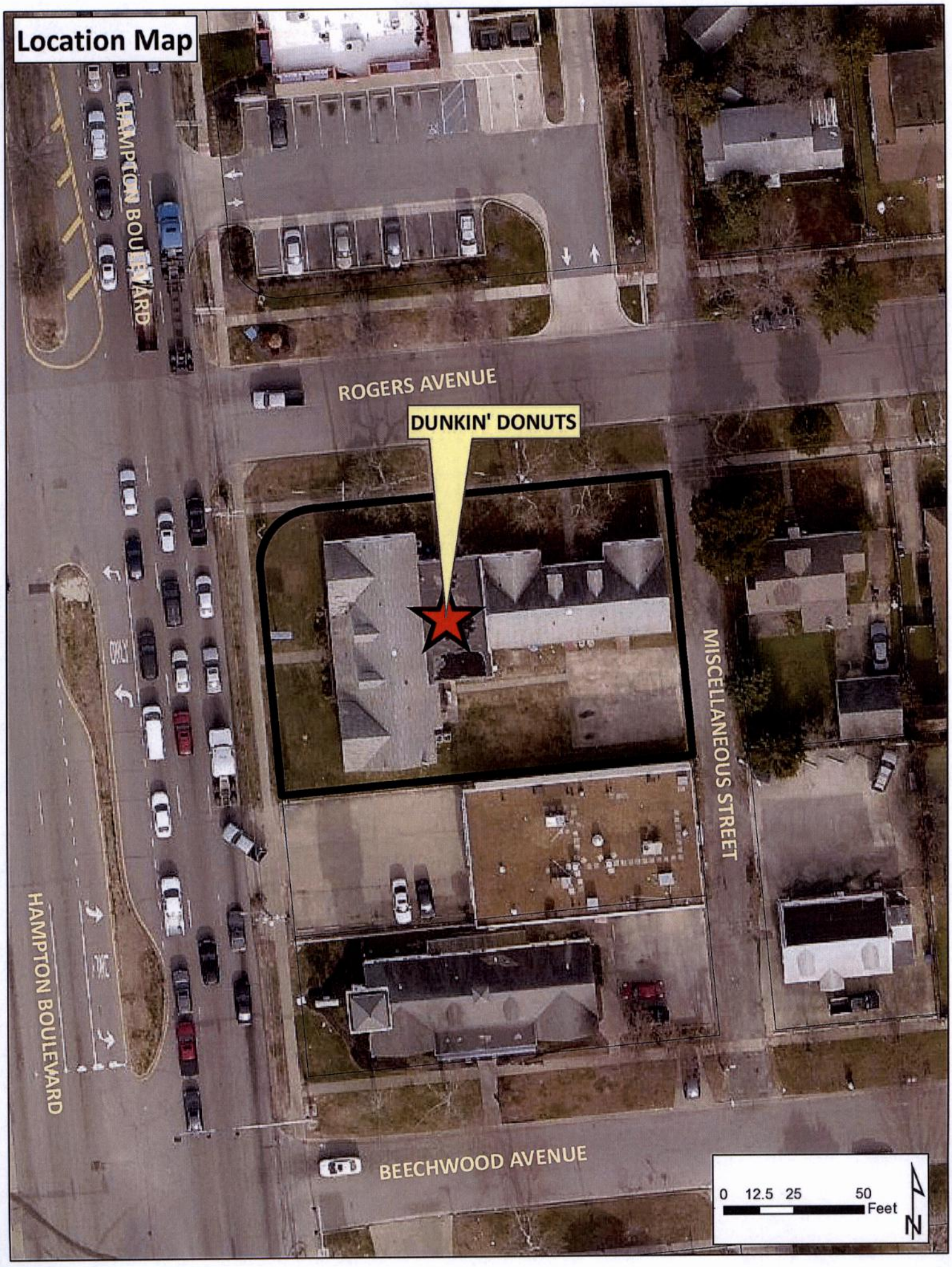
(i) The proposed use and development will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special exception uses of all types on the immediate neighborhood and the effect of the proposed type of special exception use on the city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

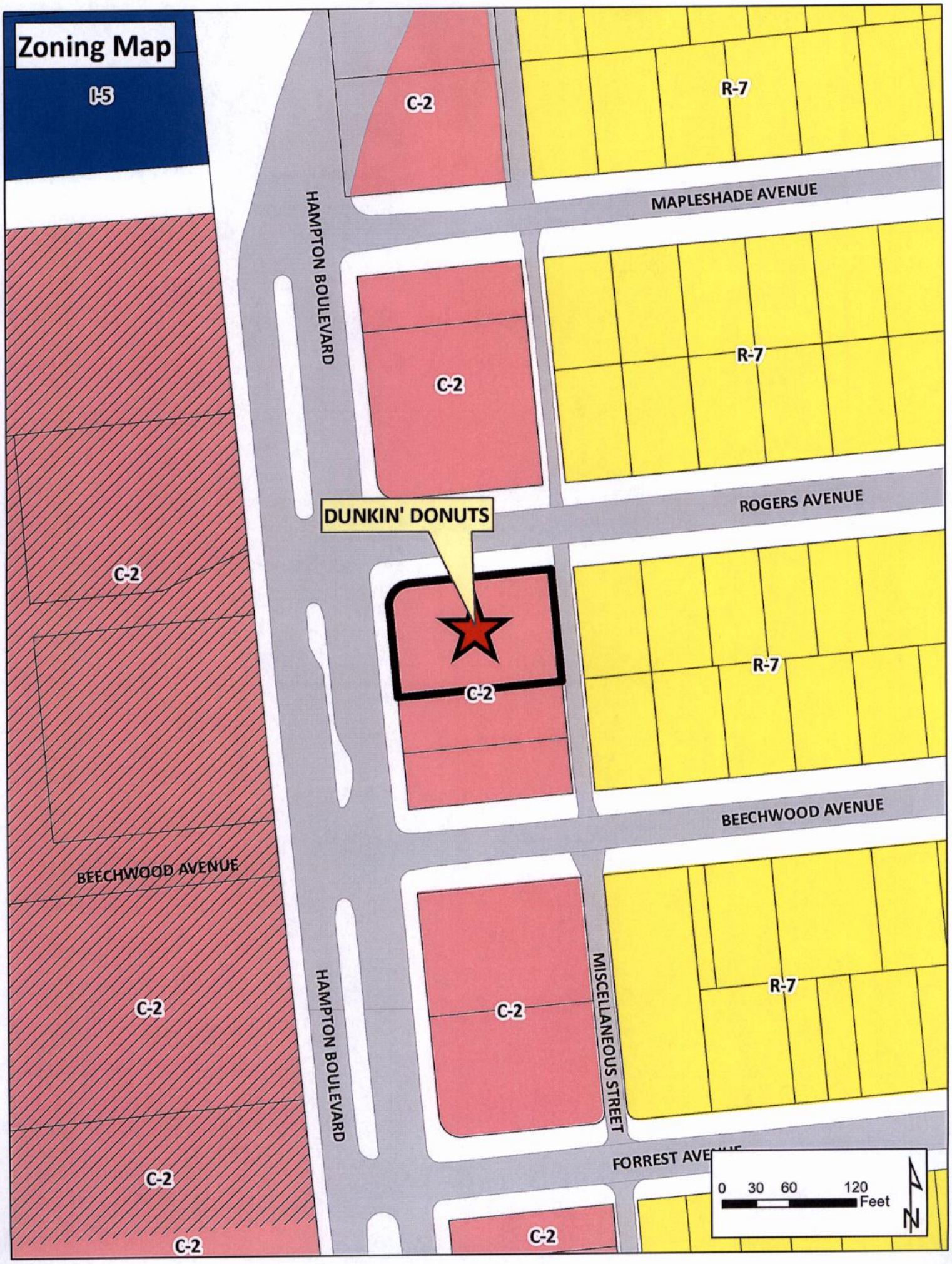
(j) The proposed use and development complies with all additional standards imposed on it by the particular provisions of the ordinance authorizing such use; and

(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.


Location Map
HAMPTON BOULEVARD
ROGERS AVENUE
DUNKIN' DONUTS
MISCELLANEOUS STREET
ONLY
HAMPTON BOULEVARD
BEECHWOOD AVENUE
0 12.5 25 50
Feet
N


Zoning Map
I-5
C-2
R-7
MAPLESHADE AVENUE
HAMPTON BOULEVARD
C-2
R-7
ROGERS AVENUE
DUNKIN' DONUTS
C-2
C-2
R-7
BEECHWOOD AVENUE
BEECHWOOD AVENUE
C-2
C-2
C-2
HAMPTON BOULEVARD
C-2
MISCELLANEOUS STREET
R-7
FORREST AVE
C-2
0 30 60 120
Feet
N

APPLICATION
SPECIAL EXCEPTION

Special Exception for: Drive-Through

Date of application: 2-5-16

DESCRIPTION OF PROPERTY

Property location: (Street Number) 8410 (Street Name) Hampton Boulevard

Existing Use of Property Serviceman's Center Home

Current Building Square Footage 5,536 sqft

Proposed Use Restaurant w/ Drive Through

Proposed Square Footage 1,834 sqft

Proposed Hours of Operation:

Weekday	From	5 AM	To	12:01 AM
Friday	From	"	To	"
Saturday	From	"	To	"
Sunday	From	"	To	"

Trade Name of Business (If applicable) Dunkin Donuts

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

CIVIC LEAGUE INFORMATION

Civic League contact: _____

Date(s) contacted: _____

Ward/Super Ward information: _____

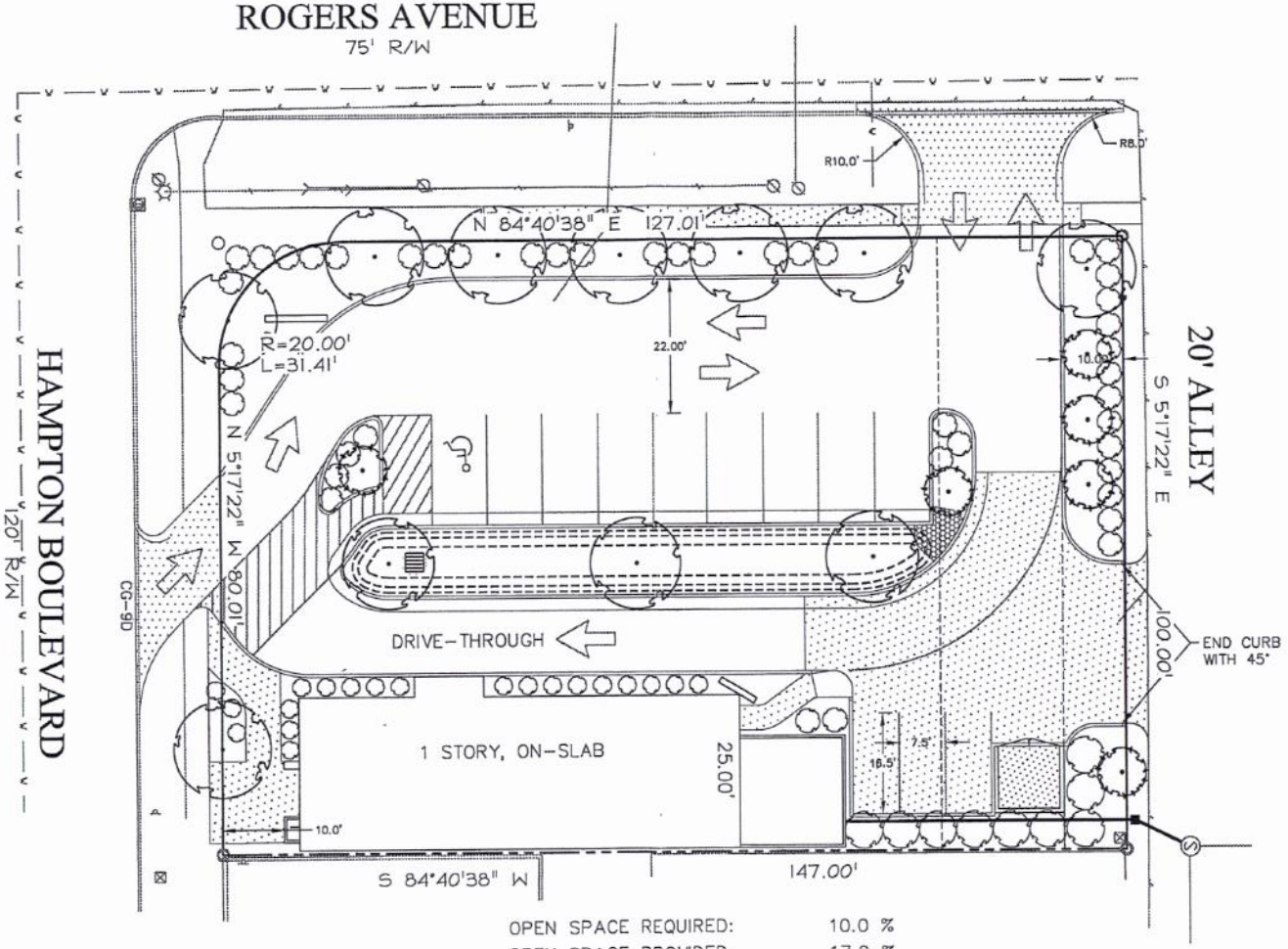
CERTIFICATION:
I hereby submit this complete application and certify the information contained herein is true and accurate to the best of my knowledge:

Print name: Robert Stella **Sign:** _____ 2/3/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: John P Motta **Sign:** John P. Motta 1 2/3/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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



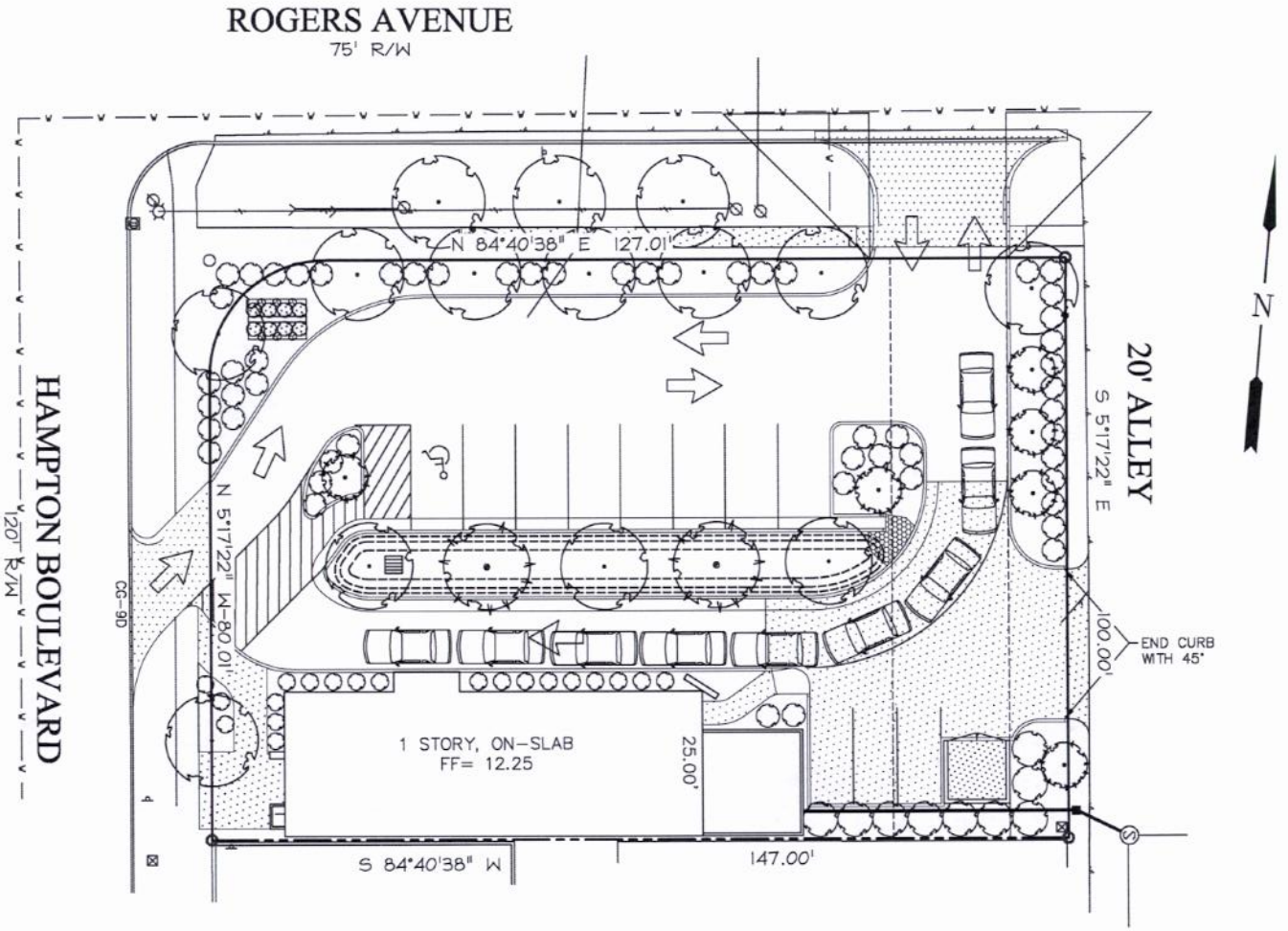
OPEN SPACE REQUIRED: 10.0 %
OPEN SPACE PROVIDED: 17.0 %

PROJECT #N15015

GRAPHIC SCALE
10 0 5 10 20 40
FEET
1 INCH = 20 FEET

DUNKIN DONUTS, HAMPTON BLVD

KELLAM GERWITZ
ENGINEERING - SURVEYING - PLANNING
500 CENTRAL DRIVE - SUITE 113 - VIRGINIA BEACH, VA 23454
(757) 340-0828 - FAX (757) 340-1603



GRAPHIC SCALE

10 0 5 10 20 40

FEET

1 INCH = 20 FEET

DUNKIN DONUTS, HAMPTON BLVD

PROJECT #N15015

KELLAM GERWITZ
ENGINEERING - SURVEYING - PLANNING
500 CENTRAL DRIVE - SUITE 113 - VIRGINIA BEACH, VA 23454
(757) 340-0828 - FAX (757) 340-1603

Richards, Sarah

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 12:09 PM
To: 'hrunyan1@cox.net'
Cc: Protogyrou, Andrew; Winn, Barclay; Wilson, Denise; Richards, Sarah
Subject: new Planning Commission application - 8410 Hampton Boulevard
Attachments: Dunkin Donuts.pdf

Ms. Runyan,

Attached please find the application for a special exception to operate a commercial drive-through at 8410 Hampton Boulevard.

The item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

Should you have any questions, please e-mail or call *Sarah Richards at (757) 664-7470, sarah.richards@norfolk.gov*

Thank you.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

C: Dir., Department of City Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: George M. Homewood, FAICP CFM
Director, Department of City Planning

Subject: A resolution to request that the City Planning Commission undertake to adopt a Sand Management Plan as part of the City's general plan, *plaNorfolk2030*

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-14**

I. **Recommendation:** Approval.

II. **Applicant:** Department of City Planning, City of Norfolk.

III. **Description:**
This agenda item is to initiate the formal process of review and approval of a sand management plan ("SMP") to be incorporated as part of the City's general plan, *plaNorfolk2030*. If approved, this resolution would place the SMP that has been drafted by the *ad hoc* Sand, Beach and Dune Management Committee before the Planning Commission and the public for review and discussion. Thereafter, the Planning Commission will make a recommendation to City Council regarding adopting it as part of *plaNorfolk2030*.

IV. **Analysis**
The beaches, coastal primary sand dunes, and sand along the Chesapeake Bay are an essential natural resource that benefit from being managed in a proactive, consistent, and comprehensive manner. This benefits include: (a) maintaining or improving on the ability of the dunes to protect properties from bay flooding, wave erosion, and surge overtopping, (b) minimizing inundation of areas behind dune crests by accumulation of wind-blown sand, (c) maintaining sand reservoirs, the stability of the shore, and the sandy upland, (d) maintaining and improving public access to the beach; and (e) maintaining or restoring water views, to the extent possible, in conjunction with advancing one or more of these other priorities. The SMP that has been drafted by the Sand, Beach and Dune Management Committee establishes processes and standards that meet these goals. This resolution is needed to formally initiate the process of adopting this SMP as part of *plaNorfolk2030*.

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

V. **Financial Impact**
Not applicable

VI. **Environmental**
Not applicable

VII. **Historic Resource Impact**
Not applicable

VIII. **School Impact**
Not applicable

IX. **Community Outreach/Notification**
Representatives from the Cottage Line Civic League, Willoughby Civic League, East Ocean View Civic League, Virginia Marine Resources Commission, Virginia Institute of Marine Science, and U.S. Army Corps of Engineers have been involved with preparing this draft and with advancing this draft SMP to be part of the City's general plan. Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

X. **Board/Commission Action**
Adoption of this Resolution would refer the Sand Management Plan to the City Planning Commission for incorporation into *plaNorfolk2030*.

XI. **Coordination/Outreach**
This letter and ordinance have been coordinated with the City Attorney's Office, the Department of Public Works and the Department of Utilities.

Supporting Material from the City Attorney's Office:

- Resolution
- Sand Management Plan

03/03/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

Resolution

A RESOLUTION REQUESTING THAT THE CITY PLANNING COMMISSION UNDERTAKE TO PREPARE AN AMENDMENT TO THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO ADOPT AND INCORPORATE A "SAND MANAGEMENT PLAN."

- - -

WHEREAS, the beaches, coastal primary sand dunes, and sand that are part of the coastal environment along the Chesapeake Bay in the City of Norfolk are essential resources that help provide protective barriers from the effects of flooding and erosion caused by coastal storms, thereby protecting life and property; provide an essential source of natural sand replenishment for beaches and an important natural habitat for coastal fauna; enhance the scenic and recreational attractiveness of the coastal area; and directly contribute to the quality of life and the sustainability and enhancement of properties;

WHEREAS, these beaches, coastal primary sand dunes, and sand will benefit from a plan to manage these resources in a manner that maintains or improves on the ability of the dunes to protect properties from bay flooding, wave erosion, and surge overtopping; minimizes inundation of areas behind dune crests by accumulation of wind-blown sand; maintains sand reservoirs, the stability of the shore, and the sandy upland; maintains and improves public

access to the beach; and maintains or restores water views, to the extent possible, in conjunction with advancing one or more of the other priorities listed;

WHEREAS, a Sand, Beach and Dune Management Advisory Committee has been established to develop such a plan, comprised of property owners, neighborhood representatives, City staff from the Department of Public Works and the Department of City Planning, coastal engineers, and representatives from the United States Army Corps of Engineers, the Virginia Marine Resources Commission and the Virginia Institute of Marine Science; and

WHEREAS, the Sand, Beach and Dune Management Advisory Committee has completed its work and recommends to the City Council a "Sand Management Plan" that is designed to accomplish the goals set forth above; now, therefore,

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

Section 1:- That the Council hereby requests that, in accordance with section 15.2-2229 of the Code of Virginia, the City Planning Commission shall undertake to prepare an amendment to the City's general plan, plaNorfolk2030, so as to adopt a "Sand Management Plan" substantially consistent with the document attached hereto and marked as "Exhibit A."

Section 2:- That, consistent with the provisions of section 15.2-2229 of the Code of Virginia, the City Planning Commission shall submit the proposed amendment to a public hearing within 60 days from the date of this resolution.

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

ATTACHMENT:
Exhibit A (27 pages)

City of Norfolk

Sand Management Plan (SMP)

Guidance Document

A comprehensive guide to sand management criteria within the City of Norfolk's Ocean View Bayfront Area

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   3.2 Vegetation 6

   3.3 Sand Fencing 7

   3.4 Breaches, Blowouts and Access 9

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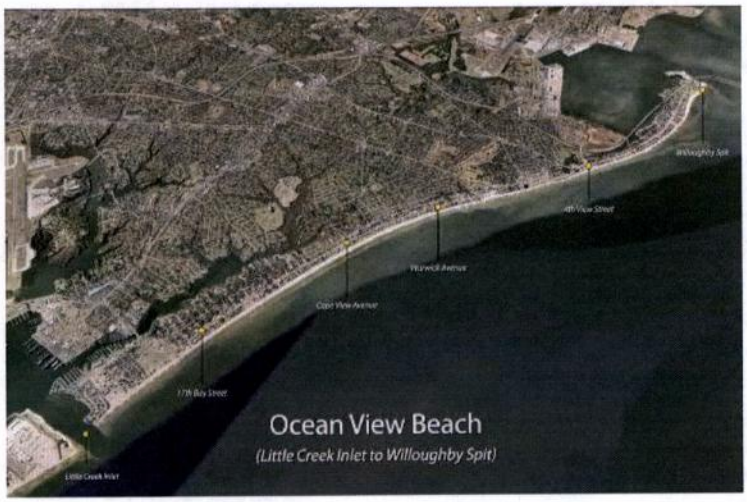
1. Introduction

This document was prepared by the Ocean View Sand Dune and Beach Advisory Committee, established by the City of Norfolk in December 2014, to provide guidance and a long-term strategy for dealing with sand and dune issues along the Chesapeake Bay shoreline. The Committee was formed by the Norfolk City Council as a result of increasing issues regarding erosion, accretion, transport, and encroachment of sand along the Ocean View Bayfront. The Sand Management Plan (SMP) supplements the Chesapeake Bay Coastal Management Area (CBCMA) guidance document, which deals with regulations governing structures and permitted items on the beaches and primary frontal sand dunes along the Chesapeake Bay.

This SMP recognizes that the dune-beach system varies along the Norfolk Ocean View Bayfront both physically and temporally. The combinations of topography, existing dune profile, and sand transport conditions define five different areas along the 7.3 mile beach in the Norfolk Ocean View Bayfront. The five areas are approximately defined as follows:



- East Beach and Vicinity (Little Creek Inlet to 14th Bay Street)
- East Ocean View Area (14th Bay Street to Cape View Avenue)
- Cottage Line Area (Cape View Avenue to Warwick Avenue)
- Central Ocean View Area (Warwick Avenue to 4th View Street)
- Willoughby Spit (4th View Street to the tip of Willoughby Spit)

2. Executive Summary

This SMP is intended to promote sand dune and beach stability, functionality, and resiliency consistent with local, state, and federal laws and regulations. It is based on current science and monitoring of the specific shoreline environment along Norfolk's Ocean View Bayfront and utilizes guidelines and procedures designed in conjunction with the provisions of law applicable to the protection of coastal dunes and beaches as well as the various benefits and utility they provide. Criteria, standards, and guidance are also provided to define the goals, standards, and processes relating to sand and dune management activities on both public and private property. The SMP is not intended to resolve, nor even address, any aspect of ownership of the dune and beach areas it discusses. While some activities and processes set out in the SMP vary depending on whether the subject area is on public or private land, the plan itself contains no provisions for determining what land is public and what land is private.

The Ocean View Sand, Dune, and Beach Advisory Committee, established by the City of Norfolk in 2014 and made up of local civic league presidents, City staff, government agency representatives, residents, and technical advisors, has advanced this document to guide sand management activities along the Bayfront.

The Ocean View Bayfront is a thriving urban beach community. The protection and amenities that are provided by a healthy and robust beach and dune system directly contribute to the quality of life and the sustainability and enhancement of properties. To promote this vision, the committee has adopted the following guiding principles for sand management:

a. Optimize and promote the economic value, vitality, and ecological resilience of the Norfolk Ocean View Bayfront shoreline environment as an urban beach community.

b. Recognize that the Norfolk Ocean View Bayfront shoreline has a variety of distinct physical and geographical reaches with unique characteristics and issues that affect preservation and maintenance.

c. Involve residents as active partners in the formulation and administration of the SMP so as to promote compatibility between the private enjoyment and public protection and resilience and the general recreational use of all Bayfront areas.

d. Formulate and execute a dynamic and useful plan to ensure sand and dune stability and functionality by adopting processes that:

    1) Utilize, where appropriate, vegetation and sand fencing to retain sand in the dune system and mitigate sand encroachment or movement landward;

    2) Define functionally, appropriate dune crest heights and slopes along the different areas of the shoreline;

    3) Promote dune robustness that meets or exceeds FEMA primary frontal dune volume criteria; and

    4) Ensure sand encroachment and/or dune migration does not result in relocation of the landward toe of the primary frontal dune, such that it alters the FEMA flood zone boundary and changes the flood zone designation.

The objectives of the SMP, listed in order of decreasing priority, are:

a. To maintain or improve on the ability of the primary frontal dune to protect properties from bay flooding, wave erosion, and surge overtopping;

b. To minimize inundation of areas behind the primary frontal dune crest by accumulation of wind-blown sand;

c. To maintain sand reservoirs, the stability of the shore, and the sandy upland;

d. To maintain and improve public access to the beach; and

e. To maintain or restore water views, to the extent possible, in conjunction with advancing one or more of the other priorities listed.

All activities that impact the dunes are subject to the provisions of Virginia's Coastal Primary Sand Dune Protection Act (Virginia Code Title 28.2, Chapter 14). In additional to establishing goals and standards for management activities, this SMP clearly defines what processes govern activities that are undertaken on publically-owned property, including those that are exempt from the permit requirement of the Dune Protection Act. Activities on privately-owned property are subject to fewer exemptions from that permit process. As a result, some of the tools available for management activities on public property will not be available on private property unless they are approved by permit under the Dune Protection Act. This SMP is intended to encompass all aspects of the City's policies and procedures related to sand management. As a result, once this SMP is adopted the City Council may elect to relinquish local control over any activity that can only be authorized by grant of a permit required by the Dune Protection Act. Thereafter, permit applications would be filed directly with the Virginia Marine Resources Commission and any violation of the Dune Protection Act shall be prosecuted by the Commission, as required by in Virginia Code § 28.2-1416.

A determination that a sand management activity is consistent with this SMP and does not require a Dune Protection Act permit is not an indication that no other permits or approvals are required. Some activities require approvals in addition to the processes and compliance standards established in the SMP. All requirements of state and federal law supersede this SMP.

The implementation of the SMP also provides an opportunity for cooperation between City staff and residents and includes many elements intended to further such cooperation, enhance education for residents, and provide increased data and documentation relative to the dynamic beach environment. This data can be used to further the SMP objectives, optimize beach management activities, and improve the quality of the coastal environment.

Such engagement can take many forms. A volunteer task force can assist planting and maintenance projects to supplement what can be accomplished by City staff and contractors working for the City. Maintenance could include dune plant care and replacement, invasive plant identification or removal, beach access-way sand management, and sand fence maintenance. A regular monitoring program of the dune-beach system is an integral part of the comprehensive SMP and should include, at a minimum, continuing the current semi-annual sand movement monitoring by the City of Norfolk and resident feedback on encroachment problems. An ongoing Coastal Management and Review Board (CMRB) will be established, to meet semi-annually and at other appointed times, to review data, assess progress, recommend adjustments to the SMP, and recommend significant projects to be undertaken in a manner consistent with the goals and objectives of the SMP.

Such cooperative activities are consistent with the City's objective to increase resilience and provide opportunities for many types of recognition and pilot programs. Public outreach can be promoted by the attendance of a representative of one of the cooperating agencies at local Civic League meetings as well as by submitting local press releases about projects and goals.

The following sections provide specific tools and procedures for implementing best practices regarding dune vegetation, fencing, maintaining the dunes, relocating encroaching sand, replenishment impacts, and flood zone compliance.

3. Management and Mitigation of Sand Encroachment

As in many coastal areas, residential and commercial structures have been built along the Chesapeake Bay shoreline for decades. Their presence and location have significantly altered the natural dune environment that existed before development. These urban developments are constantly affecting and affected by the natural dynamics of the beach, with sand shifting and moving onshore, alongshore, and offshore. Beach habitats also are heavily impacted by episodic events such as nor'easters, hurricanes, and winter wind events.

For structures sited behind the dune line, a robust beach and dune system is the primary, shoreline protection against hazards resulting from severe wave action and flooding from the Chesapeake Bay. As such, they are a meaningful public facility, as part of the City's flood control and shore protection system.[1] However, weather events can move, add, or remove large amounts of sand within this system. When structures are built in the middle of a beach ecosystem, such as the homes in the Norfolk Ocean View Bayfront community, changes in natural beach forces should be expected. Before the Norfolk Ocean View Bayfront was developed in the early part of the 20th Century, historical photographs show the beach and natural dunes extended hundreds of feet farther inland and some of the dunes were over fifty feet high. This sand was subsequently mined and used as fill for a variety of projects.

Dunes provide a reservoir of sand available to replace losses from the beach and serve as a valuable form of protection from erosive wave action. Because of the crescent-shaped shoreline along Cottage Line and East Ocean View, the sand reservoir in this area naturally contains more sand than in other parts of the system, due to prevailing currents, winds, and wave action. Subsequently, these areas of accretion are experiencing the most problematic sand encroachment issues. The beach areas in Willoughby and East Beach do not have this problem. Instead, these areas, which are towards the ends of the crescent, are generally erosional, and a large dune sand reservoir is not available since it lacks a natural dune-building process.

Sand from the dry beach tends to blow inland, with greater amounts of sand blowing from wider beaches, as occurs in eastern Cottage Line and western East Ocean View. This wind-blown sand builds up against property fencing, walls, porches, and homes. Compounding the issue is the fact that the houses present an artificial barrier and, in effect, are an obstacle to sand movement. Blown sand also increases dune height, and this moving sand then spills over and widens the dune as it migrates landward.

In a dune area influenced by human activity, capturing and controlling sand accumulation around a residential area involves a combination of methods. Sand encroachment can be mitigated by ensuring dunes remain vegetated and fenced, as needed, and by altering anomalous, unstable features of a dune and the subsequent localized wind-driven sand transport patterns. Vegetated sand dunes tend to trap and immobilize sand and are intrinsically more stable than bare sand dunes. Monitoring sand movement, to address migration before it becomes a threat to properties, is also necessary. Any alteration of the dune profile, however, must consider the protection provided by the dune. Therefore, modifications to the dune profile must maintain the robustness of the dune profile.

3.1 Monitoring

The natural environment along the shore is not static. Changes in the environment often occur slowly over the course of many years. This is true for both those changes that result from human efforts to protect or improve the shore environment and those changes caused by climatological changes or the occurrence of specific weather events. Thus, the process of monitoring the beach and dune system will likely be more effective if it can be done in a way that is regular, consistent, continuous, and comprehensive.

By establishing a Coastal Management and Review Board (CMRB), each of these goals can be advanced. The Board's principal responsibility would be to monitor changes in the beach and dune environment and to assess the progress of management projects in order to report on what is being achieved under the Sand Management

[1] For example, but not by way of limitation, the phrase "public facility" as used in this SMP is not intended to be and is not an indication of title, and any action taken under this plan based upon the identification of property being a "public facility" does not transfer, convey, or otherwise convert private property into public property. Any question of title to such property is without prejudice to any person's or entity's right to assert title to such property.

Plan. The CMRB should be required to have a certain number of meetings per year (at least two is recommended) and should remain in place as a permanent body. This lends regularity and continuity to the process. Terms of members should be staggered and of sufficient length to build institutional knowledge about the beach and dune system, bringing consistency to the process. The CMRB should be comprised of representatives and designees of those organizations, institutions, agencies, and citizen stakeholders that have regulatory and financial interests in the responsible stewardship of the beach and dune system. This ensures that the base of knowledge available to the monitoring body will be comprehensive. The CMRB should be composed of the following:

(a) 2 Political representatives: 2 members of Norfolk City Council (must be from Ward 1, Ward 5, Super Ward 6, or Mayor); members shall be designated by the City Council)

(b) 3 Neighborhood representatives:

(1) President (or his/her designee) of East Ocean View Civic League

(2) President (or his/her designee) of Cottage Line Civic League

(3) President (or his/her designee) of Willoughby Civic League

(c) 3 City Staff representatives:

(1) Dept. of Public Works representative (designated by Department Director)

(2) Dept. of City Planning representative (designated by Department Director)

(3) Staff member of Office of the City Manager (designated by City Manager)

(d) 4 External Organizations representatives:

(1) Representative from Department of Ocean, Earth & Atmospheric Sciences of Old Dominion University (designated by Department Chair)

(2) Staff member of Virginia Marine Resources Commission, Habitat Management Division (designated by Chief of Habitat Management)

(3) Staff member of Army Corp of Engineers, Norfolk District (designated by District Engineer)

(4) Staff member of Virginia Institute of Marine Science (designated by VIMS Director)

The CMRB should have the following duties and responsibilities:

(a) Meet no less than semi-annually. Additional meetings may be held when called by the chairperson for the purpose of reviewing any information or project where review at the next regular meeting would result in a delay which would likely cause a significant increase in cost or would continue exposing persons or property to an existing threat of injury or damage for an extended period of time.

(b) Initiate and recommend amendments to this Sand Management Plan. No changes to the Plan should be made without a review and recommendation from the Board prior to consideration by the City Planning Commission or the City Council.

(c) Receive and review annual reports which provide the following information:

(1) Topographical or LIDAR surveys showing any changes to the beach and dune environment, including erosion and accretion.

(2) Dune planting success and mortality and progress of invasive vegetation eradication efforts.

(3) Beach nourishment projects.

(4) Dune blowout repairs and other alteration activity in a dune.

(5) Sand fence locations and effects.

(6) Breakwater modification and performance measures.

(7) Effects of seasonal storms impacts.

(8) Alterations to, construction of, and removal of any beach access.

(9) Alterations to the profile of the crest or front face of a dune as set forth in section 4.1, below.

(10) Other projects or activities that impact the health or use of the dune environment.

(d) Make recommendations regarding policies and procedures for:

(1) Adopt-a-Dune program to promote education and responsible stewardship of the shoreline environment.

(2) Instructional or written materials to assist citizens with appropriate dune/vegetation plantings.

(3) Instructional events or written materials to assist citizens with maintenance of noncommercial beach access walkways.

(4) Conducting training for citizens to assist City's field operations for eradicating invasive vegetation by identifying and locating problem areas.

(5) Guidelines for appropriate methods of performing other activities exempt from state Dune Protection Act regulation. All such guidelines shall be posted on the City's website and available at the Bureau of Environmental Services.

(e) Review and recommend approval or denial of nonemergency construction of beach accesses as set forth in section 3.4, below.

3.2 Vegetation

Dunes made up of newly deposited, wind-blown sand are often bare of vegetation and highly susceptible to wind erosion. Migrating dunes, due to prevailing north, northeast, and northwest winds, are common in the Cottage Line and East Ocean View areas of the Bayfront. In some locations, the dune ridge facing the Bay is breached by pathways, public access points, and blowouts.

Several methods are commonly used to increase the stability of existing dunes, repair damaged dunes and blow-outs, and encourage sand accumulation on the bay side of the dune's crest. The methods include planting dune vegetation, installing walkways or structures for public access, using sand fencing, and sand replenishment projects. To encourage natural dune formation, plantings of native vegetation or fences can be used to start and accelerate sand accumulation. Plantings of native vegetation should be the primary method associated with dune construction, stabilization, improvement, and repair.

Vegetation should be planted on areas of bare sand, on both the bay and landward sides of the dune. Structures such as slatted wood or plastic sand fencing can help trap sand and stabilize dunes, but in most cases they are used as a last resort and removed when vegetation is established. The exception is in areas where prevailing winds blow undesirable amounts of sand in from the beach, covering vegetation and rendering it ineffective at capturing sand. In such instances, to reduce inland movement of sand and enhance vegetation effectiveness, sand fencing may be retained and maintained in place. In areas where the local sand supply is insufficient for these two sand-trapping methods to be effective, dunes can be constructed with imported sand. All dune improvement project sites should then be vegetated or fenced to maintain stability.

Residents are allowed and encouraged to plant authorized types of native vegetation for dune stabilization on the dune crest, dune face, or back dune. Native dune plants are available locally or, when redistributing sand from vegetated areas, vegetation may be salvaged and saved for replanting.

Guidance for planting and transplanting beach vegetation is available from the "Native Plants for Dune Restoration and Habitat Diversity: A Source Guide" maintained by the City's Bureau of Environmental Services and provided at the City of Norfolk website, www.Norfolk.gov. Contact information for purchasing native plants is provided in this guide, along with photos of plants and availability. Native dune plants, such as American Beach Grass

(Ammophila breviligulata) for example, are normally planted 12-18 inches apart and planted no less than nine (9) inches deep, with a tablespoon of slow-release fertilizer placed in each hole. Closer placement is recommended on the tops of dunes and on steep slopes.

The City's Bureau of Environmental Services should be contacted prior to plant purchase to provide free consultation and assistance regarding dune planting. Planting should be undertaken between the months of December and March for optimal survival.

Activities

(1) *Planting*. The planting of beach grasses or other vegetation for the purpose of stabilizing coastal primary sand dunes is permitted as follows:
   (a) On city-owned property, planting may be done by City forces under supervision, provided it is done for a public purpose.
   (b) On privately-owned property, planting may be done by any person with the owner's permission, limited to the following noninvasive, acceptable species:
      - American beach grass (Ammophila breviligulata)
      - saltmeadow hay (Spartina patens)
      - sea oats (Uniola paniculata)
      - short dune grass (Panicum amarum)

(2) *Controlling invasive vegetation*. Eradication of invasive vegetation is permitted as follows:
   (a) On city-owned property, eradication with controlled application of approved herbicides or by manual extraction can be conducted by City forces under supervision, provided it is done for a public purpose.
   (b) On privately-owned property with the owner's permission:
      (i) Eradication with controlled application of approved herbicides can be performed if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 14 of the Code of Virginia and in accordance with any conditions place on such approved permit.
      (ii) Manual removal of vegetation that is invasive and harmful to dune environment, including impairing the health or growth of non-invasive dune grasses and plants, can be performed. However, removal of any of the 13 species that are specifically identified in the definition of "Coastal primary sand dune" (found in Virginia Code § 28.2-1400(A)) is prohibited unless specifically authorized by a valid permit. (The definition is reprinted in Appendix B, at page 20 of this SMP.)

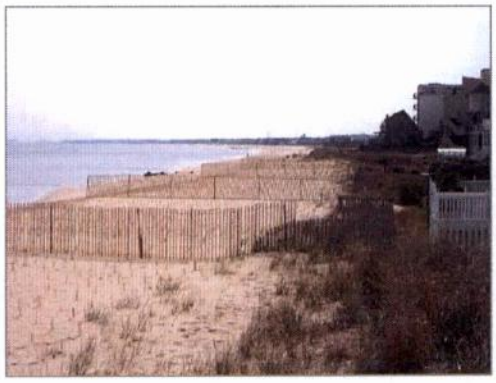
Other Programs

The City will provide classes and field training for citizens interested in dune topics, including how to support city staff's dune planting and eradication efforts. Classes may be offered in conjunction with other environmental education programs such as wetlands courses.

3.3 Sand Fencing

The planting of native vegetation to trap sand is always preferable to the use of man-made structures. For reasons of aesthetics, safety, and possible interruption of public access, dune-building structures are normally installed

temporarily while vegetation takes hold. After a storm event, structures, such as sand fencing, should be reinstalled if lost or damaged, to allow for vegetation to recover. Where wind-blown sand routinely or seasonally covers vegetation, a combination of vegetation and fencing is necessary for dune stability and prevention of sand migration inland. In such cases, sand fencing may be required for a longer interval.



Sand fencing is intended for dune stabilization and sand control, and is not appropriate for restricting public access, or outlining private property boundaries. Sand fencing and posts may be purchased at almost any large hardware store or ordered online. Materials, such as Christmas trees and brush, are not effective at sand capture, are unsightly, and not recommended for placement on the dunes.

Standard, slatted wood sand fencing is the preferred form, since it is cost-effective, readily available, easy to handle, and can be erected quickly. A height of four feet, measured from the ground surface after installation, normally is recommended for dune-building structures such as fences, although other heights might be used in certain areas based on unusual conditions. The fencing can be supported with wooden posts at no more than 10-foot intervals. The minimum practical length for posts is about 6 feet, although longer and more deeply embedded posts are often advantageous. The fencing material may be secured by fastening it to each post with sturdy zip ties, and the fencing should be woven between the posts so that every other post has fencing facing the bay-ward side.

If the base of a sand fence is placed at ground level, dunes will build against and over the structure. In areas with wind-blown sand migrating inland, fencing can be placed six to ten feet bay-ward below the dune crest, with a second row halfway up the dune, so as to inhibit sand from blowing up and over the dune. The dune will then grow in volume bay-ward instead of landward. Newly collected sand should be vegetated on the bay-ward side of the sand accumulation.

At least 4- to 5-foot openings or gaps should be provided between 50-foot runs of fencing to allow for resident and public access points. Openings can be overlapped to reduce sand blowing through the opening. Public vehicle access points should be provided with fencing perpendicular to the access opening and far enough away from the entrance to allow passage of vehicles. The intent is to inhibit sand from blowing into and building up at the access. In some instances, to control sand and public traffic movement, fencing may be used effectively along either or both sides of an access.

Activities

(1) *General standards.* The following general rules apply to all installations of sand fencing on public property:

- (a) Sand fencing is a temporary structure and should be removed before it becomes so deteriorated or inundated by sand accumulation that removal becomes exceptionally difficult.
- (b) No sand fencing should be placed without consulting with the City's Bureau of Environmental Services or Department of Public Works prior to installation, for the purpose of reviewing the quality and characteristics of the proposed fence construction, assessing the likelihood that the fencing will result in stabilizing the dune or dune features, and evaluating any hazards to public health or safety that might be created.
- (c) If the fence placement project proceeds, the location of installation, including the location of each post, must be documented so that, upon removal of the fence at a later time, all elements of the fence can more easily be found and extracted.

(2) *Installation*. Sand fences or other material on or adjacent to coastal primary sand dunes may be installed for the purpose of stabilizing such features as follows:

(a) No sand fence that presents a hazard to public health or safety due to materials, the means of construction, the means of installation, or any other characteristic of the fence may be installed.

(b) On city-owned property, fences may be installed by City forces.

(c) On privately-owned property, fences may be installed by any person with the owner's permission, provided that the location of installation, including the location of each post, must be documented so that, upon removal of the fence at a later time, all elements of the fence can more easily be found and extracted.

3.4 Breaches, Blowouts and Beach Access

Ideally, to maintain access and protect the dunes and vegetation from trampling, access to the beach should be provided using articulated walkways or stairways. However, many property owners with lots directly abutting the beach and dunes have historically enjoyed direct access from their land, through the dune, onto the beach. It is not uncommon for this access to be a simple, at-grade path worn through the dune and denuded of vegetation. This SMP does not eliminate those accesses. Rather, it acknowledges the ability of owners to continue those accesses which are already in place at the time of its adoption. However, the SMP encourages the improvement of at-grade access paths by incentivizing their replacement with walkovers and closing the gap where the old path had been by filing the dune to a continuous, uniform, stable profile. Shared elevated or at-grade improved walkways that serve multiple residences are encouraged. Chapters 8 and 9 of the CBCMA Guide provide details on the regulations and requirements for installing various walkways and stairs. If a wooden walkway or stairway is not feasible, sand fencing lining access ways through the dune can be installed. Existing accesses should be maintained at an angle or with changes in their orientation, with fencing perpendicular to the prevailing winds, to prevent a straight north-south blowout.

Where the City has created public emergency vehicle accesses that are lower than adjacent dunes, plans should be established to ensure the breach is closed when significant storm surge is imminent. Sand berms can be temporarily bulldozed into place until the threat has passed.

Breach and blow-out areas usually consist of wind-eroded ditches or cuts through higher dunes, or open areas of non-vegetated sand vulnerable to transport by high winds. At breach and blowout areas, pathways should be relocated if feasible and the original blow-outs repaired or allowed to recover.

Multiple tiers of dune-building structures can be used to increase sand entrapment and restore the blow-out. The first structure should be placed at the landward end of the blowout. When sand has built up along this structure, a second structure can be erected bay-ward. After sand accumulates there, a third structure is placed between the first two. The breaks or openings in the tiers should be offset to facilitate sand entrapment and allow resident and public access if that pathway remains in use. The dune-building structure should not extend bay-ward of the dune line on either side of a breach or blowout. Open sand should be vegetated for natural stabilization.

Activities

(1) *Closing of breaches*. Breaches in the structure of the dune and blow-out areas that create or worsen a cut through the dune structure can be filled and repaired as follows:

(a) On city-owned property, a breach or blow-out area can be repaired by City forces, provided it is done for a public purpose.

(b) On privately-owned property with the owner's permission, a breach or blow-out area can be repaired as follows:

(i) The work can be performed by City forces in either of the following instances:
(A) The repair activities are related to a declaration of emergency by the Norfolk City Council, the Governor of the Commonwealth of Virginia, or any other public health officer for the purpose of protecting public health or safety; or
(B) The City has acquired an easement upon the private property where the repair work is contemplated allowing for the operation, repair, and maintenance of a public flood control and shoreline protection facility.
(ii) If the work is done by the City, the criteria set forth in (a), above, also apply.
(iii) If no emergency has been declared and if the City has not acquired sufficient rights or interests in the private property where the repair work is contemplated, then the work can be performed by the owner if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 14 of the Code of Virginia and in accordance with any conditions place on such approved permit.

(c) All breach and blow-out repair work shall be limited to adding sand to the dune to match the existing height, slope, and profile of the stable part of the dune existing on either side of the repair area. No sand should be added to the existing, vegetated crest area or vegetated front face of the dune except in order to achieve the height, slope and profile described above.

(d) If repair work is needed on privately-owned property and the consent of the owner cannot be obtained, the City may undertake work on portions of city-owned property proximate to the private property boundary in order to minimize the effects of the breach or blow-out. In such cases, any activity described in this Sand Management Plan may be utilized, in accordance with the applicable standards and procedures.

(2) *Replacements of at-grade pedestrian paths accessing private property*. Any pedestrian access path from privately-owned property to the sandy beach that crosses through the dune such that the opening for the path constitutes a break in the structure and profile of the dune system similar to a breach can, at the election of the property owner, be replaced with an elevated walkway as follows:

(a) On city-owned property, the at-grade crossing can be filled and the walkway can be constructed when all of the following criteria are met:
(i) The project complies with the regulations of the United States Army Corps of Engineers (USACE) and compliance with Title 33 § 408 of the Unites States Code (33 U.S.C. § 408) in order to determine whether the replenishment work would be injurious to the public interest or would impair the usefulness of the Berm Project undertaken by the USACE.
(ii) All costs associated with the project are paid by the owner of the private property that is accessed by the walkway.
(iii) The governing body has granted an easement to the private property owner securing the right to use the walkway as access across the entire width (north to south) of the dune and has granted an encroachment authorizing the installation of the walkway structure on public property.
(iv) The walkway is elevated and constructed in such a manner that the contour of the dune is not altered.
(v) No observation platform is accessed by or included as part of the walkway.
(vi) The project has been reviewed by the Coastal Management and Review Board and the Board has made a recommendation to the City Manager that the project should be approved, approved subject to any conditions, or denied.

(b) On privately-owned property with the owner's permission:
(i) The at-grade crossing can be filled and the walkway can be constructed if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 14 of the Code of Virginia and in accordance with any conditions place on such approved permit.

(ii) The walkway can be constructed, without any part of the dune being filled, if it is done in such a manner that the contour of the dune is not altered.

(3) *Pedestrian walkways accessing the beach from public property or public right-of-way.*

(a) Existing pedestrian walkways accessing the beach from public property or a public right-of-way may be repaired or replaced provided that all portions of the walkway are located on public property.

(b) New pedestrian walkways accessing the beach from public property or a public right-of-way may be constructed in accordance with the following standards:

(i) The project complies with the regulations of the USACE and compliance with Title 33 § 408 of the Unites States Code (33 U.S.C. § 408) in order to determine whether the replenishment work would be injurious to the public interest or would impair the usefulness of the Berm Project undertaken by the USACE.

(ii) All portions of the walkway are located on public property.

(iii) The access is accessible and open to use by the general public to provide beach access.

(iv) The project has been reviewed by the Coastal Management and Review Board and the Board has made a recommendation to the City Manager that the project should be approved, approved subject to any conditions, or denied.

(4) *Maintenance of elevated walkways, at grade walkways, and observation platforms.*

(a) Non-commercial walkways and observation platforms may be maintained by sweeping or otherwise clearing sand off of the walkway and stairs provided that the work does not result in any alteration to the contour of the dune.

(b) Commercial walkways and observation platforms may only be maintained if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 14 of the Code of Virginia and in accordance with any conditions place on such approved permit.

Other Programs

In order to protect the dunes, the City shall post "Keep Off the Dunes" signage for all areas of dunes on public property, except at points of beach access for pedestrians or vehicles. Any activity in violation of this prohibition will be investigated and prosecuted in order to promote compliance with the prohibition.

4. Sand and Dune Alteration Criteria

In areas where excess sand encroaches on private or public man-made structures, such as houses, sheds, gazeboes, fences, stairways, walkways, and decks, the intent of this SMP is to:

a. Remove only as much sand as needed to reduce existing or impending threats of property damage or property values;

b. Restore safe conditions to resident and public lane access ways; and

c. Create or restore native dune habitats in an effort to significantly reduce future sand encroachment.

The goal of this work is to remove or relocate sand that has built-up in front of businesses or private residences to the point that the excess sand compromises the safe and appropriate use of the property. While aesthetics and water views contribute to property values and resident enjoyment, altering dunes to restore bay views, mainly in areas of sand build-up and encroachment must be done conservatively, and needs to be conducted in a manner that enhances dune stability and preservation. Preserving dune height maintains the value of dunes as a means

of intercepting sand and as a flood control facility to protect property from wave action, over-wash and flooding that can result.

To accomplish the SMP's objectives and to meet federal, state and local regulations, criteria are established in this SMP to govern sand removal and dune alterations by both the City and any private concerns. This is accomplished by setting minimum goals for dune crest elevation and side-slope contours for the dune system along the Norfolk Ocean View Bayfront, where lowering dune crests can concurrently enhance vegetation and improve dune stability, while increasing or maintaining property values. Dune heights vary widely along the Norfolk Ocean View Bayfront. Various engineering studies have tried to determine optimal dune heights for this area that would provide protection from storms and hurricanes based on potential wave height, wave run-up, and wave overtopping.

The setting of one optimal dune elevation for the entire 7.3-mile stretch of the Norfolk Ocean View Bayfront does not take into account how the flood potential differs in the areas with and without primary frontal dunes. To accommodate the varying topography of the shoreline, setting of dune crest elevations for the entire Norfolk Ocean View Bayfront should – at a minimum – be based on that applicable Base Flood Elevation (BFE), which is defined as the expected highest elevation to which floodwater is anticipated to rise during a one percent (1%) annual chance flood event) as published on current FEMA Flood Insurance Rate Maps (FIRMs). The Norfolk Ocean View Bayfront is also designated as a Coastal High Hazard Area (CHHA). The CHHA is defined as a Special Flood Hazard Area (SFHA) extending from offshore to the inland limit, or landward toe, of a primary frontal dune along an open coast, and any other are subject to high-velocity wave action (i.e. subject to wave heights of 3 feet or more, regardless of beach contour or existence of any dunes). The hazard zone is mapped with base flood elevations (BFEs) that reflect the combined influence of stillwater flood elevations, primary frontal dunes, and wave effects 3 feet or greater.

To preserve the protective barrier that dunes provide, the SMP is based on the current effective FIRM BFE for developing minimum dune heights at the subject location. Since, the BFE only addresses a 100-year flood (1% annual chance) coastal storm event, the potential for less frequent and more extreme storm events always exists, Hence, a minimum 3 feet of freeboard has been added to the BFEs to establish and define the minimum dune crest elevation for the different areas of the Ocean View shoreline. Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action and sea level rise. Freeboard is not required by NFIP standards, but communities are encouraged to adopt a freeboard to account for the one-foot rise built into the concept of designating a floodway and the encroachment requirements where floodways have not been designated. In areas where the NFIP Community Rating System is in place, freeboard requirements result in significantly lower flood insurance rates due to lower flood risk.

4.1 Sand Relocation

Sand encroachment can be mitigated by removing sand from the base of private property fences, porches, or foundations, by excavating the wedge of sand resting on properties or against walls. The newly exposed sand surface should be contoured to restore a stable elevation. Approved drawings, submitted with the permit application, will define the height, width, and slope of the affected primary frontal dune.

Sand excavation and dune reshaping work preferably should be performed within the planting season so that the affected area can be vegetated and stabilized. If re-vegetation of disturbed sand is required, work should then take place between the optimal planting season of October and March. Removal of the sand will be done in such a way as to avoid impacting existing dunes, native dune plants or sensitive species, as detailed in each project's specific plans. The limits of excavation and sand deposition will be clearly staked prior to commencement of work.

Work will be monitored by the City's Bureau of Environmental Services to ensure adherence to pre-determined conditions indicated on plans, such as (i) access and exit points for mechanized equipment, (ii) sand removal, deposition and contouring methods, and (iii) sensitive species and planned re-vegetation locations.

Re-vegetation, and replacement of non-viable plants, using approved native dune plants is required to be accomplished as soon as possible after sand disturbance and re-planted as needed. To minimize impacts on dune stability and support newly planted vegetation, planting is to be accomplished between the months of October and March.

Activities

(1) *General standards.* The following standards apply to any project that results in removing any sand from any portion of a coastal primary sand dune:
   (a) The anticipated public and private benefits of the project must exceed its anticipated public and private detriments.
   (b) The project shall not increase the potential that private property will suffer flood damage.
   (c) Impacts to the crest area of the dune are discouraged except in cases where overall dune integrity and contour is marked by an unnatural anomaly.
   (d) At the completion of all projects involving the removal and replacement of sand, with the exception of such projects conducted under an emergency declaration by the Norfolk City Council, the Governor of the Commonwealth of Virginia, or any other public health officer for the purpose of protecting public health or safety, the capacity of both the dune from which the sand was removed and the dune system overall must maintain the same or greater capacity to provide protection from flooding and storm surge. Assessment of the capacity of any dune from which sand is removed to provide protection from flooding and storm surge shall be performed using technical analysis based on actual geological, topographical, and biomorphic conditions at the site where the work is being performed.
   (e) With the exception of projects conducted under an emergency declaration as set forth in (1)(d), above, a volume of sand equal to the volume removed shall be replaced back into the dune system in a location where additional sand will reduce the likelihood that public or private property might be damaged by flooding.
   (f) The project complies with the regulations of the USACE and compliance with Title 33 § 408 of the Unites States Code (33 U.S.C. § 408) in order to determine whether the replenishment work would be injurious to the public interest or would impair the usefulness of the Berm Project undertaken by the USACE.

(2) *Removal of encroaching sand.* Sand located on the back side of the dune can be removed as follows:
   (a) On city-owned property, the removal can be performed by City forces, provided that:
      (i) The work is done for a public purpose.
      (ii) The back toe of the dune is located either:
         (A) Within five (5) feet of an accessory building, pool, or deck attached to a residential building; or
         (B) Within 15 feet of a principal residential building.
   (b) On privately-owned property with the owner's permission, the removal can be performed as follows:
      (i) The work can be performed by City forces in either of the following instances:
         (A) The repair activities are related to a declaration of emergency as set forth above; or

(B) The City has acquired an easement upon the private property where the repair work is contemplated allowing for the operation, repair, and maintenance of a public flood control and shoreline protection facility.

(ii) If the work is done by the City, the criteria set for in (a), above, also apply.

(iii) If no emergency has been declared and if the City has not acquired sufficient rights or interests in the private property where the removal work is contemplated, then the work can be performed by the owner if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 14 of the Code of Virginia and in accordance with any conditions place on such approved permit.

(c) Any removal of sand from the back side of the dune shall result in a stable condition after completion such that the slope of the back side of the dune measure from toe to crest is no greater than 1-to-4. No part of the crest area should be removed or otherwise impacted by the work except when done in accordance with a dune alteration project under subsection (3), below.

(3) *Alteration of dune*. Sand located in the crest area or front face of the dune can be removed as follows:

(a) On city-owned property or on privately-owned property with the owner's permission:

(i) The removal can be performed by City forces, provided that the activity is related to a declaration of emergency as set forth in section (1)(d), above.

(ii) The removal can be performed if all of the following criteria are met:

(A) The dune is located on or immediately abutting a parcel of private property that is included within a Dune Management Tax Service District defined and established pursuant to Norfolk City Code §§ 24-211.1 through -211.4 or, if no such Tax Service District has been established, within an area designed by the City's Department of Public Works for the purpose of abating ongoing sand accretion or dune growth.

(B) On private property, the City has acquired an easement where the alteration work is contemplated allowing for the operation, repair, and maintenance of a public flood control and shoreline protection facility.

(C) Any removal of sand from the dune shall result in a stable condition after completion such that the slope of the back side of the dune measure from toe to crest is no greater than 1-to-4.

(D) The final elevation of the dune measured at the crest immediately after completion of the work remains no lower than three (3) feet above the lowest elevation determined to maintain "No Increase in Flood Damage" as indicated by the SBEACH model dune erosion methodology used to assess the flood damage impact from a prototypical 1% annual chance coastal storm.

(1) The applicable elevation can be determined by using data sufficient to run the SBEACH model that has been collected from either:

(a) The site where the project is proposed, or

(b) A table of extrapolated data compiled from representative samples and that has been adopted by the CMARB as a valid reference source.

(2) The methodology used to determine the applicable elevation shall be such that it can be independently reproduced and verified.

(E) The project has been reviewed by the Coastal Management and Review Board and the Board has made a recommendation to the City Manager that the project should be approved, approved subject to any conditions, or denied.

(b) On privately-owned property where no emergency has been declared as set forth in (1)(d), above, the removal can be performed if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 14 of the Code of Virginia and in accordance with any conditions place on such approved permit.

(4) *Removal of sand below mean low water.* Any removal of sand from below mean low water, such a project intended to improve or restore functionality of piers or boat lifts that has been impaired due to the accumulation of deposited sand, can be performed if approved by a permit issued under the applicable provisions of Title 28.2, Chapter 12 of the Code of Virginia and in accordance with any conditions place on such approved permit.

4.2 Replenishment and USACE Berm Project Maintenance

Some sections of the Norfolk Ocean View Bayfront shoreline, particularly along the extreme east and west ends, are sand-starved. Natural sand accumulation occurs very slowly, and storm surge routinely erodes natural and replenished sand. Even with dune-building structures, the process is slow. Where a natural sand reservoir does not exist, dunes may be constructed of imported sand. Such dune building projects, in addition to construction of offshore breakwaters, have been successful in East Beach, for example.

Sand for dune replenishment is normally taken from dredge sources in the Chesapeake Bay channels. Sand for dune construction also can be obtained, if permitted, from areas where accretion has resulted in amounts of sand that do not meaningfully contribute to the stability, resiliency or flood control characteristic of the dune, as may be found in parts of the Cottage Line and East Ocean View areas, so long as the removal complies with the state Dune Protection Act as well as the standards of this SMP.

The U.S. Army Corps of Engineers (USACE) has undertaken a coastal storm damage reduction project to provide a protective berm along much of the 7.3 miles of the Norfolk Ocean View Bayfront shoreline. The project includes the initial nourishment and the periodic, future re-nourishment of a protective beach berm along the entire shoreline where an adequate berm did not exist. To maintain the integrity of the protective berm and dune system, the USACE project authorization includes periodic re-nourishment. Annual monitoring will determine the actual re-nourishment requirements. The Thimble Shoal Auxiliary Channel is the designated borrow area.

An issue that requires SMP monitoring and mitigation is the potential migration of sand due to waves, currents, and wind. In the past, this migrating sand has added to the sand reservoir offshore of the Cottage Line and East Ocean View area. When waves and winds then bring that sand onshore, the prevailing north, northeast, and northwest winds blow that sand inland until it is stopped or impeded by a structure. Encroaching sand threatens properties and builds high, steep dunes. The SMP is intended to address encroachment issues, monitor sand migration, redistribute excavated encroaching sand, and use vegetation and fencing to stabilize and manage the sand.

Activities

(1) *Replenishment of sand on the beach along the Chesapeake Bay and Willoughby Bay.* Sand may be added outside the dune system but within the beach environment.
   (a) All projects involving the placement of sand between the seaward boundary of the dune system and the mean low water boundary of the Chesapeake Bay must comply with all applicable laws, including the regulations of the USACE and compliance with Title 33 § 408 of the Unites States Code (33 U.S.C. § 408) in order to determine whether the replenishment work would be injurious to the public interest or would impair the usefulness of the Berm Project undertaken by the USACE.
   (b) All projects involving the placement of sand below the mean low water boundary of the Chesapeake Bay or Willoughby Bay must comply with the applicable provisions of Title 28.2, Chapter 12 of the Code of Virginia.

(2) *Replenishment of sand within the dune system.* Sand may be added into the dune or dune system as follows:

(a) On city-owned property, by City forces. Whenever possible and economical, sand used for a replenishment project undertaken by the City should utilize sand removed from other locations within the dune system as a result of one or more of the activities allowable in paragraph 4.1, "Sand Relocation," above.

(b) On privately-owned property, with the owner's permission the replenishment can be performed as follows:

(i) The work can be performed by City forces provided that the City has acquired an easement upon the private property where the replenishment is contemplated allowing for the operation, repair, and maintenance of a public flood control and shoreline protection facility.

(ii) If the work is done by the City, the criteria set for in (a), above, also apply.

(iii) The work can be performed by the property owner.(c) No sand shall be removed from any coastal primary sand dune as part of a project that only involves replenishment.

(d) Replenishment that results in adding sand in such locations and volumes or at such times during the growing season that healthy, non-invasive dune vegetation is killed is discouraged.

(e) All sand added during a replenishment project should be placed and graded in a manner consistent with the topography of the surrounding natural environment and designed to minimize the likelihood that it will be lost from the dune system due to natural forces such as wind, waves, and tides.

5. Primary Frontal Dunes (PFDs) and Flood Control

A primary frontal dune (PFD), as defined by the National Flood Insurance Program (NFIP), is a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward of and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The NFIP, administered by FEMA, recognizes the importance of dunes in reducing coastal flood hazards and has established special mapping, insurance, and floodplain management criteria designed to help communities protect the dunes.

The FIRM depiction of the SFHA for coastal hazards mapping is determined by detailed studies of storm surge flooding, storm-induced erosion, and wave effects. The VE Zone, also known as the coastal high hazard area, is an area subject to high velocity water including waves. VE Zone Base Flood Elevations (BFEs), are defined by the 1% annual chance (base) flood limits (also known as the 100-year flood) combined with certain wave effects. The VE zone is mapped using criteria that reflect the combined influence of storm surge stillwater elevations, primary frontal dunes, and the controlling wave heights (either breaking wave heights or wave run-up of 3 feet or greater). The mapped inland boundary of the VE Zone is defined by the landward toe of the PFD, and thus the PFD boundary (and mapped VE Zone) can shift as the landward toe of the dune migrates.

The Norfolk Ocean View Bayfront has areas where PFDs exist, and other areas where there are no dunes at all. Some areas with defined PFDs are areas of sand accretion, where sand has migrated inland and built up against homes and other structures. This migration can extend the landward toe of the PFD farther inland. As a consequence, this has resulted in a change in the mapped location of the VE Zone over time. In some locations where the landward PDF has migrated, the mapped VE Zone now extends inland of the property line of bayfront properties.

In some instances, shifting of the landward toe of the PFD has placed portions of properties into the VE that were previously in a Flood Zone X. One of the SMP criteria for relocating encroaching sand is to prevent migrating sand from negatively impacting the flood zone designation for that insured structure. To ensure dune stability and an equitable establishment of flood zone boundaries to maintain historic flood zone designations, the SMP establishes guidance on an optimal distance for the landward toe of the PFD from principal structures and significant accessory structures.

Activities

(1) *Identification of VE flood zone boundaries.* Using the information available in the Flood Insurance Rate Map (FIRM) then in effect, staff for the City's Department of City Planning can identify those private properties on which an impacted structure may be situated. For purposes of this provision, an impacted structure is any structure other than a fence, wall, or landscaping feature that is situated within the boundary of a VE flood zone.

(2) *Preparation of Letter of Map Amendment.* Upon request, city staff will review relevant, available information and, when warranted based on such information, will prepare a letter for the purpose of seeking an amendment to the FIRM in order to accurately locate the VE zone boundary, with a goal of locating the boundary away from the impacted structure and off of private property.

Appendix A - Regulations

Commonwealth of Virginia

Coastal Primary Sand Dunes and Beaches (Dune Protection Act). All coastal sand dunes and beaches in the Commonwealth of Virginia are currently regulated by the Code of Virginia, § 28.2-1400 et seq., Coastal Primary Sand Dunes and Beaches. This regulation provides a model ordinance that certain localities may adopt. Changes to the regulation and model ordinance require action by the Virginia General Assembly. § 28.2-1408 of the Code of Virginia specifically states that:

> *"No permanent alteration of or construction upon any coastal primary sand dune shall take place which would (i) impair the natural functions of the dune, (ii) physically alter the contour of the dune, or (iii) destroy vegetation growing thereon unless the wetlands board or the Commission, whichever is applicable, determines that there will be no significant adverse ecological impact, or that the granting of a permit is clearly necessary and consistent with the public interest, considering all material factors."*

Some uses and activities are permitted under the Dune Law, such as the construction of private walkways and observation platforms, provided that they do not alter the contour of the coastal primary sand dune. It is important to make clear that the entire dune is covered by this law, even if all or part of the dune is on private property.

Coastal Primary Sand Dune/Beach Act Guidelines, VMRC Eff. Sep 26, 1980, reprinted Sep 1993, Recommendations for Update Sep 2007
http://mrc.virginia.gov/regulations/dune_guidelines.pdf

http://www.vims.edu/research/departments/physical/programs/ssp/_docs/costal_primary_dune_beach_act.pdf

Chesapeake Bay Dune Systems: Evolution and Status, C.S. Hardaway *et al.*, VIMS, Nov 2001
http://web.vims.edu/GreyLit/VIMS/Shoreline%20Evol%20Reports/CBDuneSystems2001.pdf

City of Norfolk

Coastal Primary Sand Dune Ordinance. As authorized by the Code of Virginia, § 28.2-1403, the City of Norfolk adopted the Coastal Primary Sand Dune Ordinance in 1981. The City's Dune Ordinance also covers beaches. Development in these areas requires a permit from the Norfolk Wetlands Board. If a project involves the use, development or any other activity that will impact a coastal primary sand dune or beach, a dune/beach permit is required. The City's Bureau of Environmental Services provides staff services to the Wetlands Board and processed permit applications.

Coastal Primary Sand Dune Protection Act 1980, from VA Code § 28.2-1400 to -1420 – re-codified as Coastal Primary Sand Dunes and Beaches Act in Code § 28.2-1400 to -1420, as amended 1994, 1998, 2008

http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+28.2-1403

Flood Insurance Study, City of Norfolk, VA, FEMA Flood Insurance Study Number 510104V000A, preliminary 15 August 2012 https://www.rampp-team.com/county_maps/virginia/norfolk/norfolk_va_fis_tables_1.pdf

Chesapeake Bay Coastal Management Area (CBCMA) Guidance Document
http://www.norfolk.gov/documentcenter/view/1722

Chapter 49 - WETLANDS AND COASTAL PRIMARY SAND DUNES Municipal Code, Chapter 49, Article III, Sec. 49
https://www.municode.com/library/va/norfolk/codes/code_of_ordinances?nodeId=COCI_CH49WECOPRSADU_ARTIIICOPRSADU.

Native Plants for Dune Restoration and Habitat Diversity: A Source Guide
http://www.norfolk.gov/DocumentCenter/View/3830,

Federal Emergency Management Agency (FEMA) Related References

44 CFR Section 59.1 of the National Flood Insurance Program (NFIP) Regulations: Definitions of NFIP Terms, 2006 revision
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr59_main_02.tpl

FEMA Map Service Center, FIRM Panel 5101040030F
https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1

Flood Hazard Zones – FEMA Coastal Flood Hazard Analysis and Guidelines: Focused Study Report, Feb 2005
http://www.fema.gov/media-library-data/20130726-1541-20490-5411/frm_p1zones.pdf

Appendix B – Definitions and Acronyms

ACCRETION: The accumulation of (beach) sediment, deposited by natural fluid flow processes.

BACKSHORE: (1) The upper part of the active beach above the normal reach of the tides (high water), but affected by large waves occurring during a high. (2) The accretion or erosion zone, located landward of ordinary high tide, which is normally wetted only by storm tides.

BAY: A recess or inlet in the shore of a sea or lake between two capes or headlands, not as large as a gulf but larger than a cove.

BASE FLOOD ELEVATION (BFE): The elevation in feet of the one percent (1%) annual chance flood level, as shown in the FIS and FIRM

BEACH: (1) A deposit of non-cohesive material (e.g. sand, gravel) situated on the interface between dry land and the sea (or other large expanse of water) and actively "worked" by present-day hydrodynamics processes (i.e. wave, tides and currents) and sometimes by winds. (2) The zone of unconsolidated material that extends landward from the low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation. The seaward limit of a beach - unless otherwise specified - is the mean low water line. A beach includes foreshore and backshore. (3) The zone of unconsolidated material that is moved by waves, wind and tidal currents, extending landward to the coastline.

BEACH CREST: The point representing the limit of high tide storm wave run-up.

BEACH EROSION: The carrying away of beach materials by wave action, tidal currents, littoral currents or wind.

BEACH FACE: The section of the beach normally exposed to the action of wave uprush. The foreshore of the beach.

BEACH HEAD: The cliff, dune or sea wall looming the landward limit of the active beach.

BEACH NOURISHMENT: The process of replenishing a beach by artificial means; e.g., by the deposition of dredged materials, also called beach replenishment or beach feeding.

BEACH PROFILE: A cross-section taken perpendicular to a given beach contour; the profile may include the face of a dune or sea wall, extend over the backshore, across the foreshore, and seaward underwater into the nearshore zone.

BEACH RIDGE: A low extensive ridge of beach material piled up by storm waves landward of the berm. Usually consists of very coarse sand, gravel or shells. Occurs singly or as a series of more or less parallel ridges.

BEACH SCARP: (1) An almost perpendicular slope along the beach foreshore; an erosional feature due to WAVE action, it may vary in height from a few centimeters to several meters, depending on wave action and the nature and composition of the beach. See "escarpment." (2) A steep slope produced by wave erosion.

BEACH WIDTH: The horizontal dimension of the beach measured normal to the shoreline.

BERM: (1) On a beach: a nearly horizontal plateau on the beach face or backshore, formed by the deposition of beach material by WAVE action or by means of a mechanical plant as part of a beach recharge scheme. (2) On

a structure: a nearly horizontal area, often built to support or key-in an armor layer. (3) A linear mound or series of mounds of sand or gravel generally paralleling the water at or landward of the line of ordinary high tide

BLOWOUT: A depression on the land surface caused by wind erosion.

COASTAL CURRENTS: (1) Those currents which flow roughly parallel to the shore and constitute a relatively uniform drift in the deeper water adjacent to the surf zone. These currents may be tidal currents, transient, wind-driven currents, or currents associated with the distribution of mass in local waters. (2) For navigational purposes, the term is used to designate a current in coastwise shipping lanes where the tidal current is frequently rotary.

COASTAL HIGH HAZARD AREAS-- Those areas identified as VE Zones on the FIRM extending from offshore to the inland limit of the Coastal Primary Sand Dune, as defined by state law (Code of Virginia Title 28.2), and subject to wave heights of three (3) feet or more.

COASTAL MANAGEMENT: The development of a strategic, long-term and sustainable land use policy, sometimes also called shoreline management.

COASTAL PRIMARY SAND DUNE, DUNE or **PRIMARY FRONTAL DUNE** means a mound of unconsolidated sandy soil which is contiguous to mean high water, whose landward and lateral limits are marked by a change in grade from ten percent or greater to less than ten percent, and upon which is growing any of the following species: American beach grass (Ammophila breviligulata); beach heather (Hudsonia tomentosa); dune bean (Strophostyles spp.); dusty miller (Artemisia stelleriana); saltmeadow hay (Spartina patens); seabeach sandwort (Honckenya peploides); sea oats (Uniola paniculata); sea rocket (Cakile edentula); seaside goldenrod (Solidago sempervirens); Japanese sedge or Asiatic sand sedge (Carex kobomugi); Virginia pine (Pinus virginiana); broom sedge (Andropogon virginicus); and short dune grass (Panicum amarum). For purposes of this ordinance, "coastal primary sand dune" shall not include any mound of sand, sandy soil, or dredge spoil deposited by any person for the purpose of temporary storage, beach replenishment or beach nourishment, nor shall the slopes of any such mound be used to determine the landward or lateral limits of a coastal primary frontal sand dune.

CURRENT: (1) The flowing of water, or other liquid or gas. (2) That portion of a stream of water which is moving with a velocity much greater than the average or in which the progress of the water is principally concentrated. (3) Ocean currents can be classified in a number of different ways. Some important types include the following:

- Periodic - due to the effect of the tides; such currents may be rotating rather than having a simple back and forth motion. The currents accompanying tides are known as tidal currents.
- Temporary - due to seasonal winds.
- Permanent or ocean - constitute a part of the general ocean circulation. The term drift current is often applied to a slow broad movement of the oceanic water.
- Nearshore - caused principally by waves breaking along a shore.
- Also, coastal currents that run parallel to the coast.

EROSION: Wearing away of the land by natural forces. On a beach, the carrying away of beach material by wave action, tidal currents or by deflation. (2) The wearing away of land by the action of natural forces. The collapse, undermining or subsidence of land along the shore of a lake or other body of water. Erosion is a covered peril if it is caused by waves or currents of water exceeding their cyclical levels which result in flooding.

ESCARPMENT: A more or less continuous line of cliffs or steep slopes facing in one general direction which are caused by erosion or faulting, also called scarp.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)--The federal agency under which the NFIP is administered. In March 2003, FEMA became part of the newly created U.S. Department of Homeland Security.

FLOOD or FLOODING:

(a) A general or temporary condition of partial or complete inundation of normally dry land areas from either of the following:
   (1) The overflow of inland or tidal waters; or
   (2) The unusual and rapid accumulation or runoff of surface waters from any source.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in subparagraph (a)(1) of this definition.

(c) Mudflows which are proximately caused by flooding as defined in subparagraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water and disposed along the path of the current.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which FEMA has delineated both the special flood hazard areas and other flood areas within the city. The FIRM may be available digitally.

FLOODPLAIN: Floodplain or flood-prone area: Any land area susceptible to being inundated by water from any source.

FLOOD ZONES:

Zone A – Under the National Flood Insurance Program, area subject to inundation by the 100-year flood where wave action does not occur or where waves are less than 3 feet high, designated Zone A, AE, A1-A30, A0, AH, or AR on a Flood Insurance Rate Map.

Zone AE – The portion of the Special Flood Hazard Area (SFHA) not mapped as Zone VE. It includes the Moderate Wave Action area, the Minimal Wave Action area, and the riverine SFHA.

Zone B – Areas subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood. Zone B is provided on older flood maps, on newer maps this is referred to as "shaded Zone X."

Zone C – Designates areas where the annual probability of flooding is less than 0.2 percent. Zone C is provided on older flood maps, on newer maps this is referred to as "unshaded Zone X."

Zone V – See "Coastal High Hazard Areas."

Zone VE – The portion of the coastal Special Flood Hazard Area where base flood wave heights are 3 feet or greater, or where other damaging base flood wave effects have been identified, or where the primary frontal dune has been identified.

Zone X – Under the National Flood Insurance Program, areas where the flood hazard is lower than that in the Special Flood Hazard Area. Shaded Zone X shown on recent Flood Insurance Rate Maps (Zone B on older maps) designate areas subject to inundation by the 500-year flood. Unshaded Zone X (Zone C on older Flood Insurance Rate Maps) designate areas where the annual probability of flooding is less than 0.2 percent.

Zone X (Shaded) – Areas subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood. This area also includes areas protected by accredited levee systems.

Zone X (Unshaded) – Designates areas where the annual probability of flooding is less than 0.2 percent

FORESHORE: (1) The part of the shore, lying between the berm crest and the ordinary low water mark, which is ordinarily traversed by the uprush and backwash of the waves as the tides rise and fall. (2) The same as the beach face where unconsolidated material is present. (3) In general terms, the beach between mean higher high water and mean lower low water.

FREEBOARD: The vertical distance between the BFE and the local minimum required lowest elevation in the AE, AH, VE, and Coastal A Zones that provides additional protection for the unknown or unquantified factors that could contribute to greater flood heights.

GRADIENT: (1) A measure of slope of soil in meters of rise or fall per meter of horizontal distance. (2) More general, a change of a value per unit of distance, e.g. the gradient in longshore transport causes erosion or accretion. (3) With reference to winds or currents, the rate of increase or decrease in speed, usually in the vertical; or the curve that represents this rate.

HURRICANE: A cyclonic storm, usually of tropic origin, covering an extensive area, and containing winds in excess of 75 miles per hour.

LITTORAL: (1) Of, or pertaining to, a shore, especially a seashore. (2) Living on, or occurring on, the shore.

LITTORAL CURRENTS: A current running parallel to the beach and generally caused by waves striking the shore at an angle.

LITTORAL DEPOSITS: Deposits of littoral drift.

LITTORAL DRIFT: (1) The sedimentary material moved in the littoral zone under the influence of waves and currents. (2) The mud, sand, or gravel material moved parallel to the shoreline in the nearshore zone by waves and currents.

LITTORAL TRANSPORT: The movement of littoral drift in the littoral zone by waves and currents. Includes movement parallel (long shore drift) and sometimes also perpendicular (cross-shore transport) to the shore.

LITTORAL TRANSPORT RATE: The rate of transport of sedimentary material parallel to or perpendicular to the shore in the littoral zone. Usually expressed in cubic meters (yards) per year. Commonly used as synonymous with longshore transport rate.

LITTORAL ZONE: An indefinite zone extending seaward from the shoreline to just beyond the breaker zone.

LOWER LOW WATER DATUM: An approximation to the plane of mean lower low water that has been adopted as a standard reference plane for a limited area and is retained for an indefinite period regardless of the fact that it may differ slightly from a better determination of mean lower low water from a subsequent series of observations.

MEAN HIGH WATER (MHW): The average elevation of all high waters recorded at a particular point or station over a considerable period of time, usually 19 years. For shorter periods of observation, corrections are applied to eliminate known variations and reduce the result to the equivalent of a mean 19-year value. All high water heights are included in the average where the type of tide is either semidiurnal or mixed. Only the higher high water heights are included in the average where the type of tide is diurnal. So determined, mean high water in the latter case is the same as mean higher high water.

MEAN LOWER LOW WATER (MLLW): The average height of the lower low waters over a 19-year period. For shorter periods of observation, corrections are applied to eliminate known variations and reduce the result to the equivalent of a mean 19-year value.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP): The program of flood insurance coverage and floodplain management administered under the Act and applicable federal regulations promulgated in Title 44 of the Code of Federal Regulations, Subchapter B.

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) : Datum used as a basis for measuring flood, ground, and structural elevations, previously referred to as Sea Level Datum or Mean Sea Level. The Base Flood Elevations shown on most of the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency are referenced to NAVD 88.

NEARSHORE: (1) In beach terminology an indefinite zone extending seaward from the shoreline well beyond the breaker zone. (2) The zone which extends from the swash zone to the position marking the start of the offshore zone, typically at water depths of the order of 20 meters.

NOURISHMENT: The process of replenishing a beach. It may be brought about naturally, by longshore transport, or artificially by the deposition of dredged materials.

OVERTOPPING: Water carried over the top of a coastal defense due to wave run-up or surge action exceeding the crest height.

OVERWASH: (1) The part of the uprush that runs over the crest of a berm or structure and does not flow directly back to the ocean or lake. (2) The effect of waves overtopping a coastal defense, often carrying sediment landwards which is then lost to the beach system.

SAND: An unconsolidated (geologically) mixture of inorganic soil (that may include disintegrated shells and coral) consisting of small but easily distinguishable grains ranging in size from about .062 mm to 2.0 mm.

SAND DUNE: See "dune."

SEDIMENT: (1) Loose, fragments of rocks, minerals or organic material which are transported from their source for varying distances and deposited by air, wind, ice and water. Other sediments are precipitated from the overlying water or form chemically, in place. Sediment includes all the unconsolidated materials on the sea floor. (2) The fine grained material deposited by water or wind.

SEDIMENT TRANSPORT: The main agencies by which sedimentary materials are moved are: gravity (gravity transport); running water (rivers and streams); ice (glaciers); wind; the sea (currents and longshore drift). Running water and wind are the most widespread transporting agents. In both cases, three mechanisms operate, although the particle size of the transported material involved is very different, owing to the differences in density and viscosity of air and water. The three processes are: rolling or traction, in which the particle moves along the bed but is too heavy to be lifted from it; saltation; and suspension, in which particles remain permanently above the bed, sustained there by the turbulent flow of the air or water.

SLOPE: The degree of inclination to the horizontal. Usually expressed as a ratio, such as 1:25, indicating one unit rise in 25 units of horizontal distance; or in a decimal fraction (0.04). Also called gradient.

SPECIAL FLOOD HAZARD AREA (SFHA): The land in the floodplain subject to a one percent (1%) or greater annual chance of being flooded. These are designated as AE, AH, VE, and Coastal A on the FIRM.

STILLWATER LEVEL (SWL): The surface of the water if all wave and wind action were to cease. In deep water this level approximates the midpoint of the wave height. In shallow water it is nearer to the trough than the crest. Also called the undisturbed water level.

SURGE: (1) Long-interval variations in velocity and pressure in fluid flow, not necessarily periodic, perhaps even transient in nature. (2) The name applied to wave motion with a period intermediate between that of an ordinary wind wave and that of the tide. (3) Changes in water level as a result of meteorological forcing (wind, high or low barometric pressure) causing a difference between the recorded water level and that predicted using harmonic analysis, may be positive or negative.

TOE: (1) Lowest part of sea- and portside breakwater slope, generally forming the transition to the seabed. (2) The point of break in slope between a dune and a beach face.

UNDERCUTTING: erosion of material at the foot of a cliff or bank, e.g., a sea cliff, or river bank on the outside of a meander. Ultimately, the overhang collapses, and the process is repeated.

WAVE: (1) An oscillatory movement in a body of water manifested by an alternate rise and fall of the surface. (2) A disturbance of the surface of a liquid body, as the ocean, in the form of a ridge, swell or hump. (3) The term wave by itself usually refers to the term surface gravity wave (progressive).

WIND SETUP: (1) The vertical rise in the stillwater level on the leeward side of a body of water caused by wind stresses on the surface of the water. (2) The difference in stillwater levels on the windward and the leeward sides of a body of water caused by wind stresses on the surface of the water. (3) Synonymous with wind tide and storm surge. Storm surge is usually reserved for use on the ocean and large bodies of water. Wind setup is usually reserved for use on reservoirs and smaller bodies of water.

ACRONYMS

BFE – Base Flood Elevation

CBCMA - Chesapeake Bay Coastal Management Area

CHHA - Coastal High Hazard Area

CMRB – Coastal Management and Review Board

FEMA – Federal Emergency Management Agency

FIRM – Flood Insurance Rate Map

LIDAR – Light Detection and Ranging

NFIP – National Flood Insurance Program

PFD – Primary Frontal Dune

SBEACH – Storm-induced Beach Change mode

SFHA - Special Flood Hazard Area

SMP – Sand Management Plan

USACE – United States Army Corps of Engineers

VIMS – Virginia Institute of Marine Science

VMRC – Virginia Marine Resources Commission

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: **Downtown Development Certificate to grant two development waivers in order to convert an existing 4-story historic warehouse into multi-family with 57 dwelling units at 519 Front Street – Front Street Flats**

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

Approved: _____ **Item Number: R-15**
Marcus D. Jones, City Manager

I. **Staff Recommendation: Approval.**

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

III. **Request:** Downtown Development Certificate to permit the substantial rehabilitation of an existing 4-story historic warehouse; converting the vacant warehouse into 57 dwelling units necessitating two downtown development waivers (building placement and parking).

IV. **Applicant: James Reidy**

V. **Description:**

- The site consists of a vacant warehouse building and is located within the Fort Norfolk area directly to the west of the PETA building.
- The proposed conversion of the building into multi-family residential is eligible for historic tax credits, which would require all improvements, modifications and alterations to be rigorously reviewed in order to be approved by the National Park Service (NPS) and the Virginia Department of Historic Resources (VDHR).
  - The applicant proposes to utilize State/Federal historic tax credits to rehabilitate the structure, following all NPS/VDHR guidelines for an appropriate historic restoration.

VI. **Historic Resources Impacts:**

- The building was approved as an historic resource by the NPS and VDHR in 2014.
- The *Security Storage & Safe Deposit Company Warehouse* was built as a fireproof storage facility in the Commercial Style with Art Deco and/or Cubist elements (NPS/NRHP Registration Form DHR No. 122-0901).

- While the structure is designated as a contributing resource by the NPS and VDHR, the site is not located within a locally designated historic district or identified as a local historic landmark, and the design guidelines applicable within local historic districts do not apply to this structure.
    - However, the applicant proposes to utilize State/Federal historic tax credits to rehabilitate the structure, following all NPS/VDHR guidelines for an appropriate historic restoration.

VII. Plan Consistency

- Action DL1.1.6 of the Enjoying Daily Life chapter of *plaNorfolk2030* calls for enhancing public access to parks and recreational facilities by making needed infrastructure improvements to access sidewalks, bikeways, boat ramps and beach access ways.
    - In working with the Architectural Review Board and City Planning Commission, the applicant has agreed to a condition within the attached ordinance to install a twelve-foot wide public walkway along the Elizabeth River.
    - The proposed walkway will provide pedestrian connectivity from the Bea Arthur Dog Park to the underutilized industrial property to the west, with the intent that future redevelopment will tie-in, providing public access to the river.

VIII. Building Placement Waiver:

Staff recommends **approval** of the waiver, since meeting the building placement requirement is not feasible for an existing building without jeopardizing the historic integrity.

IX. Off-Street Parking waiver:

Staff recommends **approval** of the off-street parking waiver, subject to the condition that the site be improved in accordance with the conceptual site plan, as well as a condition that a twelve-foot wide public walkway shall be installed along the river's edge adjacent to the building, to be completed within 24 months from the issuance of building permits.

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

Attachments:

- Staff Report to ARB and CPC dated March 7th and 24th, 2016 with attachments
- Letter of support – Downtown Norfolk Civic League
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK
CITY PLANNING

Architectural Review Board: March 7, 2016
City Planning Commission: March 24, 2016
Executive Secretary: George M. Homewood, AICP, CFM
Staff: Matthew Simons, AICP, CZA, CFM

Staff Report	**Non-agenda item**	
Address	**519 Front Street**	
Applicant	**James Reidy**	
Request	**Downtown Development Certificate**	Convert existing 4-story historic warehouse to multi-family residential with 57 dwelling units
Property Owner	Front Street Flats, LLC	
Site Characteristics	Site/Building Area	15,221/ 74,415 square feet
	Future Land Use Map	Downtown
	Zoning	D-5 (Fort Norfolk) district
	Neighborhood	Downtown
	Character District	Downtown
Surrounding Area	North	D-5: National Oceanic and Atmospheric Administration (NOAA) office
	East	D-5: People for the Ethical Treatment of Animals (PETA) office
	South	D-5: Vacant site; condominiums
	West	D-5: Industrial warehouse

A. Summary of Request

- This application is for a Downtown Development Certificate to permit the substantial renovation of a four-story, historic warehouse into a 57-unit multi-family building in the D-5 zoning district with two development waivers.
- The site consists of a vacant warehouse building and is located within the Fort Norfolk area directly to the west of the PETA building.
  - The building, historically known as the *Security Storage & Safe Deposit Company Warehouse*, was constructed in 1916, is listed as a contributing resource on both the Virginia Landmarks Register (VLR – 9/18/2014) and the National Register of Historic Places (NRHP – 11/19/2014), with a period of significance between 1916-1948.
  - The proposed conversion of the building into multi-family residential is eligible for historic tax credits, which would require all improvements, modifications and alterations to be rigorously reviewed in order to be approved by the National Park Service (NPS) and the Virginia Department of Historic Resources (VDHR).

B. Historic Context and Impacts

- The building was approved as an historic resource by the NPS and VDHR in 2014; meeting the following applicable National Register criteria:
  - Significant to the history of commerce: the property is associated with events that have made a significant contribution to the broad patterns of our history.
  - Architectural significance: the property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- The *Security Storage & Safe Deposit Company Warehouse* was built as a fireproof storage facility in the Commercial Style with Art Deco and/or Cubist elements (NPS/NRHP Registration Form DHR No. 122-0901).
- The structure represents one of only two intact large-scale industrial buildings left in this portion of downtown originally referred to at Atlantic City.
- Concerning the architecture of the building, the warehouse is largely intact, in good condition, and retains most of its historic features.
  - The warehouse represents an extraordinary rare historic resource type on the heavily redeveloped Norfolk waterfront.
  - The period of significance began with the warehouse's construction in 1916 and ends in 1948 when the original sash windows were removed.
- While the structure is designated as a contributing resource by the NPS and VDHR, the site is not located within a locally designated historic district or identified as a local historic landmark, and the design guidelines applicable within local historic districts do not apply to this structure.
  - However, the applicant proposes to utilize State/Federal historic tax credits to rehabilitate the structure, following all NPS/VDHR guidelines for an appropriate historic restoration.

C. Criteria for Review – Downtown Development Certificate

- In reviewing and making recommendations concerning Downtown Development Certificates, the following criteria applicable to this application shall be considered:
  - Conformity with the *Downtown Norfolk Pattern Book*.
  - Relation to any nearby historic structures or districts including the height of any building.
  - Pedestrian circulation within the proposed development and its relation to downtown public open space and pedestrian circulation patterns, particularly to arcades, bridges, or any other form of pedestrian connection.
  - Architectural relationships, both formal and functional, of the proposed development to surrounding buildings, including building siting, massing, proportion, and scale.
  - Protection of significant views and view corridors.
  - Relationship of on-site lighting to other surrounding lighting.
  - Downtown development standards applicable to the D-5 zoning district.

D. Plan Consistency

- The proposed reuse of the structure is consistent with *plaNorfolk2030*, which designates this site as downtown which permits multi-family.
- The *Downtown Norfolk Pattern Book* describes a strategy for new development, which encourages appropriately scaled infill development with strong architectural character and harmony within downtown.
  - No new buildings are proposed for the site.
- Action DL1.1.6 of the Enjoying Daily Life chapter of *plaNorfolk2030* calls for enhancing public access to parks and recreational facilities by making needed infrastructure improvements to access sidewalks, bikeways, boat ramps and beach access ways.
  - In working with the Architectural Review Board and City Planning Commission, the applicant has agreed to a condition within the attached ordinance to install a twelve-foot wide public walkway along the Elizabeth River.
  - The proposed walkway will provide pedestrian connectivity from the Bea Arthur Dog Park to the underutilized industrial property to the west, with the intent that future redevelopment will tie-in, providing public access to the river.

E. Zoning Analysis – Downtown Development Certificate

i. <u>General</u>

- The site is zoned D-5 zoning district which permits the use by-right.
- A Development Certificate is required for any development or substantial renovation requiring waivers; this application requests the following development waivers:
  - The proposal requests a waiver from the building placement requirement.
  - The proposal requests a waiver from the minimum off-street parking requirement.

ii. Parking

- The site is located within the D-5 which requires two parking space per dwelling unit for residential uses.
- The 57 residential units require 114 parking spaces and 75 are proposed.
  - A waiver is required for parking.

iii. Flood Zone

- The property is located in the AE Flood Zone, which is a high-risk flood zones.
- The proposed redevelopment of the site is currently being reviewed under the Site Plan Review Process to ensure compliance with the Floodplain/Coastal Hazard Overlay District.
  - The height of the first finished floor will be raised approximately six feet above the existing grade in order to comply with current floodplain requirements.

iv. Development Standards

- **Fenestration – transparency requirement** (no waiver permitted):
  - Since the site is not located along any principal streets/pedestrian ways there is no fenestration requirement.

- **Lot coverage** (no waiver permitted):
  - Maximum of 80% lot coverage permitted.
    - Proposal conforms with 24% lot coverage.

- **Open space requirement** (no waiver permitted):
  - Review to include its location, design, landscaping, and other significant characteristics and its relation to existing and planned public and private open space.
  - Minimum of 10% required.
    - Proposal conforms with 17% of the site maintained as open space.

- **Floor area ratio** (no waiver permitted):
  - Maximum floor area ratio (FAR) of 3.5 permitted.
    - Proposal conforms with a FAR of 1.22.

- **Building placement on the site – build-to line requirement** (waiver requested):
  - For buildings between three to five stories in height, a 20-foot setback is required for the side yard and corner side yard.
    - The building encroaching 1.5 – 2 feet into the Front Street right-of-way, which will require a waiver from the building placement requirement.
      - The applicant has applied for the necessary encroachment from the Department of Public Works.
    - The building placement waiver is also needed in order to maintain the existing building in place and promote the rehabilitation of an historic resource.

- **Off-street parking and loading requirements** (waiver requested):
  - The proposal will conform to the bicycle parking requirement of one space per four dwelling units, with at least 16 bike spaces proposed within the building.
  - The D-5 district prohibits any parking from being located within 100 feet of the Elizabeth River unless separated from the river by a public right-of-way.
  - The proposed off-street parking does not meet the two space per dwelling unit requirement but instead provides 1.3 off-street parking spaces per dwelling unit.
    - The site is located within walking distance to both downtown and the EVMC/Fort Norfolk light rail transit station.
    - Since the existing building is sited directly against the water's edge of the river, a public right-of-way separating the parking area from the river would terminate at the edge of the building and essentially form a dead-end path.
    - The proposal requests a waiver from the minimum off-street parking requirement of two spaces per dwelling unit and from the parking location requirement within 100 feet of the Elizabeth River.

v. Waivers

- In accordance with the regulations of the *Zoning Ordinance*, the Planning Commission may recommend and the City Council may approve such waivers upon making the following findings:
  - That the application submitted, while not strictly in accord with certain general regulations, meets public purposes, is not contrary to planning principals contained in the adopted Downtown Norfolk Plan or general plan and provides public protection to an equivalent or greater degree; or
  - That in the particular circumstances of the case, strict application of a regulation or regulations is not necessary for the accomplishment of public purposes or the provision of public protection, at the time or in the future.
- Given that the proposal would substantially improve a currently vacant historic structure, and is proposed to conform to the historic preservation requirements of the NPS and VDHR, the requested waivers are both necessary for the structure's restoration.

F. Payment of Taxes

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

G. Civic League

Development Certificates do not require any public notification.

H. Commission Action

- By a vote of **7 to 0**, the Architectural Review Board recommends **Approval** of the development waivers, subject to the conditions shown below:

I. Recommendation

Building Placement Waiver:

Staff recommends **approval** of the waiver, since meeting the building placement requirement is not feasible for an existing building without jeopardizing the historic integrity.

Off-Street Parking waiver:

Staff recommends **approval** of the off-street parking waiver, subject to the following conditions:

(a) The site shall be designed generally in accordance with the conceptual site plan entitled "Layout & Utility Plan of Front Street Apartments," prepared by MSA, P.C., dated December 1, 2015, attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City during the City's site plan review and building permit plan review processes.

(b) Engineered foundation piers designed generally in accordance with the foundation plan entitled "Foundation/Existing First Floor Slab Plan (New Work)," prepared by Sinclair Pratt Cameron, P.C., dated December 19, 2015, Revision #3 dated February 29, 2016, attached hereto and marked as "Exhibit B," and shall be installed, along with a twelve-foot wide public walkway beginning from the building's primary southern entrance and extending westwardly to the western property line, to be installed within 24 months of the issuance of a building permit.

(c) Any subsequent changes made to the project described in the staff report and as approved through this development certificate process, shall be reviewed as an amendment to the development certificate.

Attachments

Location Map
Zoning Map
Application
Physical Survey
Conceptual Site Plan
Landscape Plan
Foundation Plan
Historic Photo
Existing Elevations
Proposed Elevations
Conceptual Rendering
Letter of no objection – Downtown Norfolk Civic League

Proponents and Opponents

Proponents

James Reidy – Applicant
515 Wilder Drive
Virginia Beach, VA 23451

Frank Reidy
515 Wilder Drive
Virginia Beach, VA 23451

Opponents

None

03/23/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A DOWNTOWN DEVELOPMENT CERTIFICATE TO PERMIT THE RENOVATION OF AN EXISTING, HISTORIC BUILDING FOR USE AS A MULTI-FAMILY RESIDENTIAL DWELLING ON PROPERTY LOCATED AT 519 FRONT STREET.

- - -

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

Section 1: - That a Downtown Development Certificate is hereby granted to permit the renovation of an existing, historic building for use as a multi-family residential dwelling on property located at 519 Front Street. The property to which the Certificate applies is more fully described as follows:

> Property fronts 195 feet, more or less, along the southern line of Front Street and 97 feet, more or less, along the western line of Radar Street; premises numbered 519 Front Street.

Section 2:- That the Council expressly finds that waivers from the requirements of §§ 8-5.7(c) and 8-5.8 of the Zoning Ordinance of the City of Norfolk, 1992, (as amended) regarding building placement and off-street parking are appropriate because the application submitted, while not strictly in accord with certain general regulations, meets public purposes, is not contrary to planning principals contained in the adopted Downtown Norfolk Plan or general plan and provides public protection to an equivalent or greater degree, and because, in the particular circumstances of the case, strict application of these regulations is not necessary for the accomplishment of public purposes or the provision of public protection at this time or in the future; wherefore such waivers are hereby granted.

Section 3:- That the Downtown Development Certificate granted hereby shall be subject to the following conditions:

(a) The site shall be designed generally in accordance with the conceptual site plan prepared by MSA, P.C., dated December 1, 2015, entitled "Front

Street Apartments," attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City through the site plan review and building plan review processes.

(b) Engineered foundation piers designed generally in accordance with the foundation plan entitled "Foundation/Existing First Floor Slab Plan (New Work)," prepared by Sinclair Pratt Cameron, P.C., dated December 19, 2015, Revision #3, dated February 29, 2016, attached hereto and marked as "Exhibit B," and shall be installed, along with a twelve-foot wide public walkway beginning from the building's primary southern entrance and extending westwardly to the western property line, to be installed within 24 months of the issuance of a building permit.

(c) Any subsequent changes made to the project, as described in the staff report and as approved through the Downtown Development Certificate process, shall be reviewed as an amendment to the development certificate.

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

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

Exhibit A

WATER AND SEWER UTILITY NOTES:

1. ANY TIE-INS TO EXISTING LINES THAT WILL RESULT IN INTERRUPTION OF SERVICE TO ANY CUSTOMER MUST BE COORDINATED WITH THE CITY OF NORFOLK AS TO ACCEPTABLE TIME AND DURATION OF INTERRUPTION. SCHEDULED INTERRUPTIONS OF SERVICE (TIE-INS, ABANDONMENT, ETC.) REQUIRE 3 DAYS ADVANCE NOTICE.

2. ALL TEES, BENDS, PLUGS, AND VALVES SHALL BE PROVIDED WITH MECHANICAL THRUST RESTRAINT AND RESTRAINED TO PROPER LENGTH. PLUGS INSTALLED ON ACTIVE WATER MAINS SHALL BE RESTRAINED. ENDS OF EXISTING LINES TO BE ABANDONED SHALL BE CAPPED WATER-TIGHT.

3. NO PIPE FOLD-INS SHALL BE USED ON WATER MAINS OR SEWER FORCE MAINS.

4. WHERE WATER MAINS PASS OVER SEWER MAINS, THEY MUST BE 18 INCHES ABOVE, OR THE SEWER MUST BE A 20 FOOT SECTION OF AWWA APPROVED PRESSURE PIPE. WHERE WATER LINES PASS BELOW SEWER, 18 INCHES OF CLEARANCE IS REQUIRED AND SEWER MUST BE CONSTRUCTED OF AWWA APPROVED PIPE (18 FOOT LONG PIECE MINIMUM) CENTERED ON WATER MAIN PIPE SECTION.

5. NEOPRENE PADS SHALL BE USED BETWEEN PROPOSED AND EXISTING UTILITIES AT CROSSINGS WHERE THE VERTICAL CLEARANCE IS LESS THAN SIX (6) INCHES.

6. RIGHT-OF-WAY PIPE MATERIAL SHALL BE PVC SDR 26 OR CLASS 52 DUAL SANITARY SEWER DUCTILE IRON PIPE SHALL BE LINED WITH PROTECTO 401 OR APPROVED EQUAL.

7. THE LOCATIONS OF EXISTING AND/OR PROPOSED SEWER LATERALS, PRIVATE PROPERTY LINE CLEAN-OUTS AND WATER METER RELOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE, BASED ON CURRENT RECORDS AND PRELIMINARY FIELD INVESTIGATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING SEWER LATERAL AND WATER SERVICE CONNECTIONS AT THE MAIN, CLEANOUT BOXES, AND WATER METER BOXES, (WHERE APPLICABLE) AND AT THE RESIDENCE PRIOR TO COMPLETING ANY REHAB OR REPLACEMENT WORK.

8. PRIOR TO CONSTRUCTION OR EXCAVATION, CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES. CONTRACTOR TO BE RESPONSIBLE FOR REPAIR TO ALL DAMAGED UTILITIES AT HIS EXPENSE.

9. UTILITIES FIELD ENGINEERING OFFICE SHALL BE CONTACTED AT 823-1001 FIVE (5) DAYS PRIOR TO START OF WORK TO SCHEDULE AN INSPECTOR AND PRECONSTRUCTION CONFERENCE. APPROVED SUBMITTALS REQUIRED FOR ALL INSPECTED MATERIALS.

10. ALL CITY RIGHT-OF-WAY AND CITY UTILITY EASEMENT WATER AND SANITARY SEWER WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST HAMPTON ROADS PLANNING DISTRICT COMMISSION REGIONAL SPECIFICATIONS, CITY OF NORFOLK MODIFICATIONS TO THE HRPDC STANDARDS, AND THE VIRGINIA DEPARTMENT OF HEALTH REGULATIONS. APPROVED SUBMITTALS ARE REQUIRED BEFORE UTILITY WORK CAN PROCEED.

11. WATER METER SETTINGS AND FIRE SERVICE DETECTOR CHECK INSTALLATIONS SHALL BE PERFORMED BY CITY FORCES AT THE OWNER'S EXPENSE. WATER TAPS SHALL BE PERFORMED BY THE DEVELOPER'S CONTRACTOR AND INSPECTED BY THE DEPARTMENT OF UTILITIES.

12. DOMESTIC TAPS 4" OR GREATER AND ALL FIRE SERVICE LINE TAPS SHALL BE A MINIMUM OF 5' FROM ANY PIPE JOINT.

13. FOR JOINTS BETWEEN SANITARY SEWER MANHOLE SECTIONS, "RAM NECK" OR EQUIVALENT SHALL BE USED.

14. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE ADJUSTABLE TYPE. SURFACE FEATURES SUCH AS MANHOLE COVERS, VALVE BOX COVERS, METER BOX COVERS, SEWER CLEAN-OUTS, AND VENTS SHALL BE RE-ESTABLISHED TO FINISH GRADE.

15. ALL SANITARY SEWER MANHOLES GREATER THAN 12 FEET IN DEPTH SHALL BE 60" IN DIAMETER BELOW SIX FEET OF MANHOLE DEPTH. ABOVE SIX FEET OF MANHOLE DEPTH THE MANHOLE DIAMETER SHALL BE 48".

16. LOCATION AND DEPTH OF ALL PUBLIC UTILITIES SHALL BE FIELD VERIFIED BY DEVELOPER'S CONTRACTOR WITH A NORFOLK DEPARTMENT OF UTILITIES INSPECTOR PRESENT. CONTRACTOR SHALL CONTACT THE UTILITIES FIELD ENGINEERING OFFICE, TELEPHONE 823-1001, AT LEAST 72 HOURS PRIOR TO EXCAVATION TO ARRANGE FOR AN NORFOLK DEPARTMENT OF UTILITIES INSPECTOR TO BE PRESENT.

17. RIGHT-OF-WAY SANITARY SEWER INSTALLATIONS SHALL BE PERFORMED BY THE DEVELOPER'S CONTRACTOR AND INSPECTED BY THE DEPARTMENT OF UTILITIES.

18. CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICES AT ALL TIMES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE.

19. ANY ACTIVITIES THAT WILL RESULT IN INTERRUPTION OF SERVICE TO ANY CUSTOMER MUST BE COORDINATED WITH THE UTILITIES WATER DISTRIBUTION AT 823-1001 AS TO AN ACCEPTABLE TIME AND DURATION OF INTERRUPTION. SCHEDULED INTERRUPTIONS OF SERVICE REQUIRE 3 WORKING DAYS ADVANCE NOTICE.

20. ALL UTILITIES SURFACE FEATURES SUCH AS SEWER MANHOLE COVERS, VALVE BOX COVERS, METER BOX COVERS, AND SEWER CLEANOUT LIDS WITHIN THE PROJECT AREA ARE TO BE REESTABLISHED TO FINISH GRADES.

21. EXISTING FIRE HYDRANTS LOCATED IN THE PROJECT AREA SHALL BE VISIBLE AND ACCESSIBLE AT ALL TIMES.

22. AT LEAST 95% STANDARD PROCTOR COMPACTION SHALL BE ACHIEVED FOR THE BACKFILL OF THE OPEN CUTS FOR THE WATER SEWER MAIN TRENCHES.

23. DURING CONSTRUCTION, PROVIDE ADEQUATE PIPE PROTECTION, RESTRAINT, AND SUPPORT BETWEEN PROPOSED UTILITIES AND EXISTING WATER AND SANITARY SEWER MAINS WHERE VERTICAL SEPARATION IS LESS THAN 12 INCHES. CONTRACTOR TO SUBMIT DETAIL TO CITY OF NORFOLK PRIOR TO APPROVAL PRIOR TO INSTALLATION.

24. FOR REQUIRED WATER MAIN SHUTDOWNS, THE CONTRACTOR SHALL COORDINATE IN ADVANCE WITH THE DEPARTMENT OF UTILITIES INSPECTOR. THIS IS TO ENSURE PREREQUISITE REQUIREMENTS AND PRECAUTIONS TAKE PLACE AND ARE SATISFIED.

25. PARALLEL ELECTRONIC CABLING SHALL NOT BE INSTALLED WITHIN 4 FEET OF EDGE OF RAW WATER AND FINISH WATER TRANSMISSION MAINS.

26. HAND DIGGING IN VICINITY OF RAW WATER MAINS IS REQUIRED WHEN INSTALLING OTHER CROSSING UTILITIES.

27. CONTRACTOR SHALL EXERCISE EXTREME CARE WHILE DEMOLISHING EXISTING STREET PAVEMENT AROUND RAW WATER LINES.

28. NO MATERIALS SHALL BE STORED WITHIN 15 FEET OF RAW WATER MAINS.

29. CONTRACTOR IS REQUIRED TO PROVIDE CITY UTILITY INSPECTOR AS BUILT DRAWINGS. AS BUILT INFORMATION SHALL BE PERFORMED UNDER THE SUPERVISION OF A CITY INSPECTOR.

SANITARY SEWER PROFILE

LAYOUT AND UTILITY NOTES:

1. THE REMOVAL OR RELOCATION OF ALL UTILITIES AND APPURTENANCES WILL BE AT THE RISK AND EXPENSE OF THE CONTRACTOR. THESE INCLUDE BUT ARE NOT LIMITED TO VA POWER, SEWER, WATER, TELEPHONE, LONG DISTANCE COMMUNICATION, CABLE TELEVISION, ETC.
2. FOR COORDINATION OF VIRGINIA DOMINION POWER UTILITIES CONTACT JERRY PACILIO AT (757) 857-2372.
3. CONTRACTOR TO FIELD VERIFY VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
4. ALL PVC SANITARY SEWER PIPE SHALL BE PVC C900.
5. ALL WATER LINE PIPE MATERIAL GREATER THAN 2" SHALL BE DUCTILE IRON. ALL CITY RIGHT-OF-WAY WATER LINE LESS THAN 2" DIAMETER SHALL BE TYPE "K" COPPER TUBING.
6. MAINTAIN 18" MINIMUM VERTICAL SEPARATION FOR SEWER AND STORM CROSSING OVER WATER LINES. MAINTAIN 10' HORIZONTAL SEPARATION BETWEEN WATER AND SEWER MAINS.
7. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
8. ALL MECHANICALS WILL BE ROOF MOUNTED AND WILL BE SCREENED FROM PUBLIC VIEW.

FIRE HYDRANT FLOW TEST INFORMATION:

STATIC PRESSURE = 64 GPM

RESIDUAL PRESSURE = 40 GPM

FIRE FLOW PRESSURE = 1,080 GPM

DATE OF TEST: 7/2/15 @ 2:30PM

DETAIL 'A'

1"=10'

*** CAUTION ***

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20 0 20 40

1 INCH = 20 FT

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

COMMONWEALTH OF VIRGINIA
JOHN I. BLOOM II
Lic. No. 044463
12/01/15
PROFESSIONAL ENGINEER

DESIGNED	DLJ
DRAWN	LDJ
CHECKED	JB
APPROVED	DMW
DATE	12/01/15

LAYOUT & UTILITY PLAN of FRONT STREET APARTMENTS

NORFOLK VIRGINIA

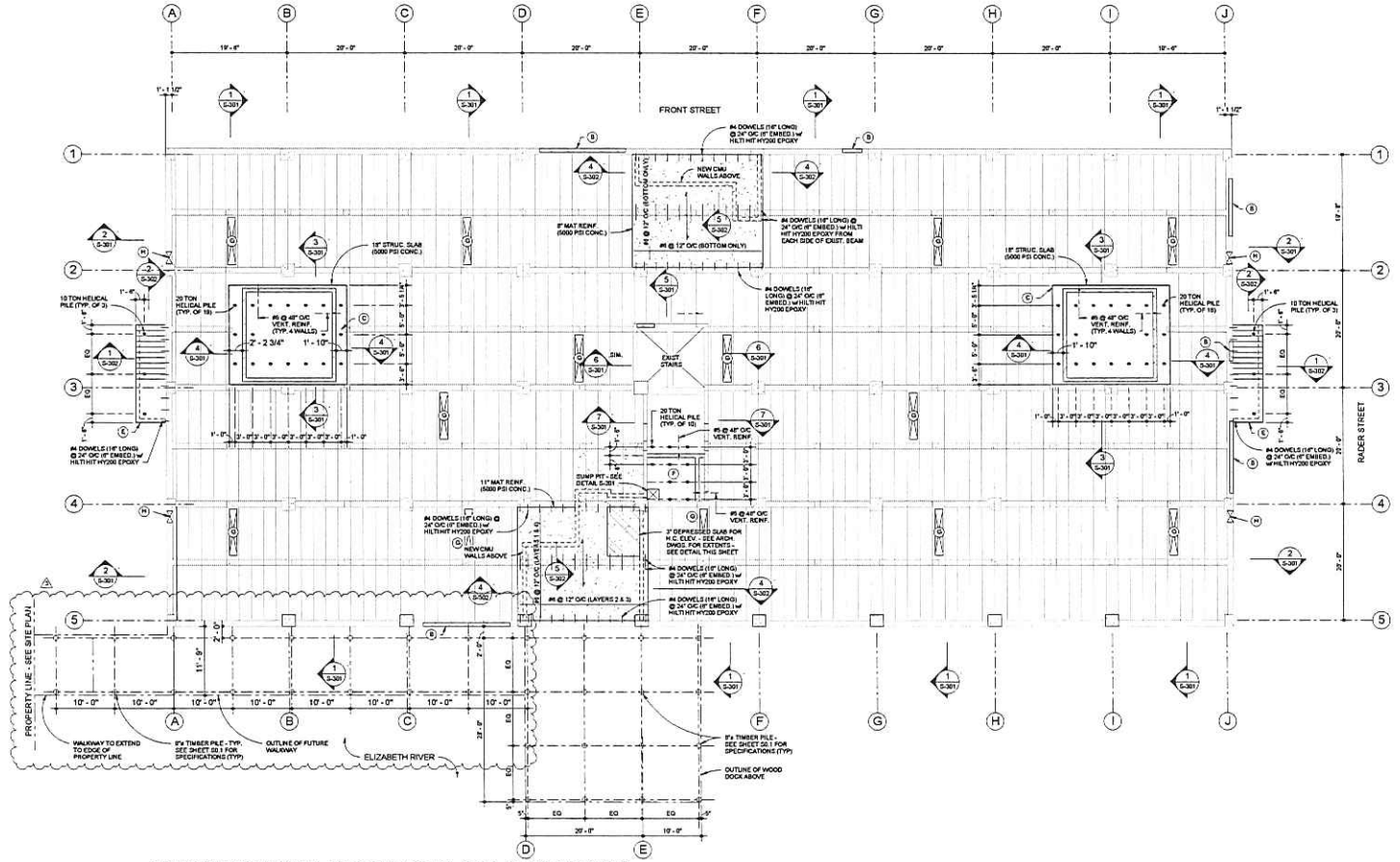
SHEET C4.1

4 of 13 Sheets

SCALE: 1"=20'

PROJ. NO.: 14054

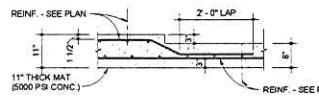
EXHIBIT B



FOUNDATION / EXIST. FIRST FLOOR SLAB PLAN (NEW WORK)

1/8" = 1'-0"

FOUNDATION PLAN NOTES	
A	ALL ELEVATIONS SHOWN ON PLAN ARE MEASURED FROM REFERENCE TOP OF EXISTING SLAB ELEVATION 0'-0". ACTUAL ELEVATION = 5.44'.
B	SEE SHEET S-201 FOR 'WALL / DOOR OPENING INFILL DETAILS'.
C	NEW WALLS TO BE PLACED ON NEW 18" THICK MAT FOUNDATION REINFORCED WITH #6 @ 8" O/C EACH WAY TOP AND BOTTOM. TOP OF MAT SHALL BE AT -3'-6" FROM TOP OF EXIST. FIRST FLOOR SLAB.
D	ALL EXISTING CONDITIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
E	12" THICK MAT FOUNDATION UNDER EXTERIOR CONCRETE STAIRS REINFORCED WITH #5 @ 12" O/C EACY WAY TOP AND BOTTOM.
F	12" THICK MAT FOUNDATION AT BOTTOM OF ELEVATOR PIT. VERIFY ELEVATION WITH ELEVATOR MANUFACTURER PRIOR TO PLACEMENT. MAT REINFORCED WITH #5 @ 12" O/C EACY WAY TOP AND BOTTOM. CONCRETE SHALL BE 5000 PSI.
G	NEW 1' - 4" WIDE x 8' - 0" LONG FOUNDATION VENT. SEE SHEET SX-100.
H	LOUVERED VENTS - COORDINATE EXACT SIZE WITH MECHANICAL. LOCATE USING THE ARCHITECTS DRAWINGS.



SLAB DEPRESSION DETAIL AT HANDICAP RAMP

3/4" = 1'-0"

HBA ARCHITECTURE & INTERIOR DESIGN, INC.
ONE COLUMBUS CENTER, SUITE 1000
VIRGINIA BEACH, VIRGINIA 23462-6798
PHONE: (757) 490-5048
FAX: (757) 490-7981

PRESERVATION AND IMPROVEMENTS FOR
FRONT STREET FLATS - 517 FRONT STREET
NORFOLK, VIRGINIA 23517

FOUNDATION / EXISTING FIRST FLOOR PLAN (NEW WORK)

I HEREBY CERTIFY THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.
19 DECEMBER 2014
SHAWN A. MASLANKA
Lic. No. 40054

ISSUED FOR:	BY/DOC:	DATE:
PERMIT / PRICING		11.25.2014
REVISION #1		01.09.2015
REVISION #2		03.11.2015
REVISION #3		03.27.2015

14029

S-100

SPC STRUCTURAL ENGINEERS
SINCLAIR PRATT CAMERON, P.C.
1630 DONNA DRIVE - SUITE 103
VIRGINIA BEACH, VA 23451-6188
757.417.0545 * 757.417.0565 (fax)
WWW.SPC-ENG.COM #14-0200
Designed: SAM BIM MPH

C:\Users\mpham\Documents\S0.01 Front Street Concrete_Revit_mpham_central.rvt
2/3/2015 9:19:21 AM

SQUARE FOOT OF NEW IMPREVIOUS WITHIN 50' CBPA BUFFER: 10,915 SF
10,915 SF / 400 SF = 27 UNITS OF RESTORATION REQUIRED.

PROPOSED 50' BUFFER MITIGATION	
SPECIES/KEY	QUANTITY
CANOPY TREES	
WILLOW OAK (T2)	10
EASTERN RED CEDAR (T4)	9
SEEDLESS SWEETGUM (T7)	3
TOTAL CANOPY	22
UNDERSTORY	
(2 TREES = 1 CANOPY TREE)	
AMERICAN HOLLY (T1)	18
SWEETBAY MAGNOLIA (T3)	10
TRIDENT MAPLE (T5)	14
CRAPE MYRTLE (T8)	20
TOTAL UNDERSTORY	62
SHRUB	
DWARF YAUPON HOLLY (S4)	72
INDIAN HAWTHORN (S5)	9
TOTAL SHRUB	81
LARGE SHRUB	
(10 SHRUBS = 1 CANOPY TREE)	
WAX MYRTLE (S3)	10
TOTAL CANOPY CREDITS	27

TREES REMOVED IN THE 100' BUFFER: (3) – 12" MULBERRY, (1) – 15" MULBERRY, (1) – 20" MULBERRY = 2,659 SF OF CANOPY. = 12 CANOPY TREES REQUIRED

TREES REMOVED IN 100' BUFFER MITIGATION	
SPECIES/KEY	QUANTITY
CANOPY TREES	
DUE TO SITE CONSTRANTS LARGE SHRUBS HAVE BEEN PROVIDED INSTEAD OF CANOPY TREES	
LARGE SHRUB	
(10 SHRUBS = 1 CANOPY TREE)	
DWARF BURFORD HOLLY (S1)	19
ARROWWOOD VIBURNUM (S6)	25
PAMPAS GRASS (S7)	8
BIGLEAF HYDRANGEA (S8)	5
BURNING BUSH (S9)	18
INKBERRY HOLLY (S10)	45
TOTAL LARGE SHRUB	120
TOTAL CANOPY CREDITS	12

CITY OF NORFOLK NOTES:

1.) ALL TREES SHALL BE A MINIMUM OF TWO TO 2-1/2 INCHES IN CALIPER AND EIGHT FEET IN OVERALL HEIGHT AT THE TIME OF INSTALLATION AND OF A VARIETY WHICH SHALL ATTAIN A MATURE SPREAD OF AT LEAST 20 FEET.

2.) ALL LANDSCAPING MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS AND STANDARDS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK" 1996, PUBLISHED BY THE ASSOCIATION OF NURSERYMAN, 1250 I STREET, N.W., SUITE 500, WASHINGTON, D.C. 20005.

3.) PLANTING SEASON RESTRICTIONS:

ALL BALL AND BURLAP PLANT MATERIAL SHALL BE INSTALLED FROM OCTOBER 15 TO MARCH 31, UNLESS OTHERWISE AUTHORIZED BY THE DEPARTMENT OF PARKS AND RECREATION.

ALL CONTAINER GROWN PLANT MATERIAL SHALL BE INSTALLED FROM SEPTEMBER 15 TO MAY 15, UNLESS OTHERWISE AUTHORIZED BY THE DEPARTMENT OF PARKS AND RECREATION.

ANY OTHER DATES NOT LISTED ABOVE IN THIS SECTION SHALL BE CONSIDERED OUT-OF-SEASON. IN SUCH CASES, A BOND OR OTHER FORM OF SURETY COVERING THE COST OF INSTALLATION OF ALL LANDSCAPE MATERIAL AND CONSTRUCTION SHALL BE REQUIRED IN CONFORMANCE WITH PROVISIONS SET FORTH IN SECTION 17-11.

LANDSCAPE SUMMARY

OPEN SPACE

REQUIRED (10% OF TOTAL SITE):
60,984 SF X 10%: 6,098 SF

PROVIDED: 10,395 SF

PARKING LOT INTERIOR

GREEN SPACE REQUIRED (10% OF PARKING AREA):
12,854 SF X 10%: 1,285 SF

GREEN SPACE PROVIDED: 1,340 SF

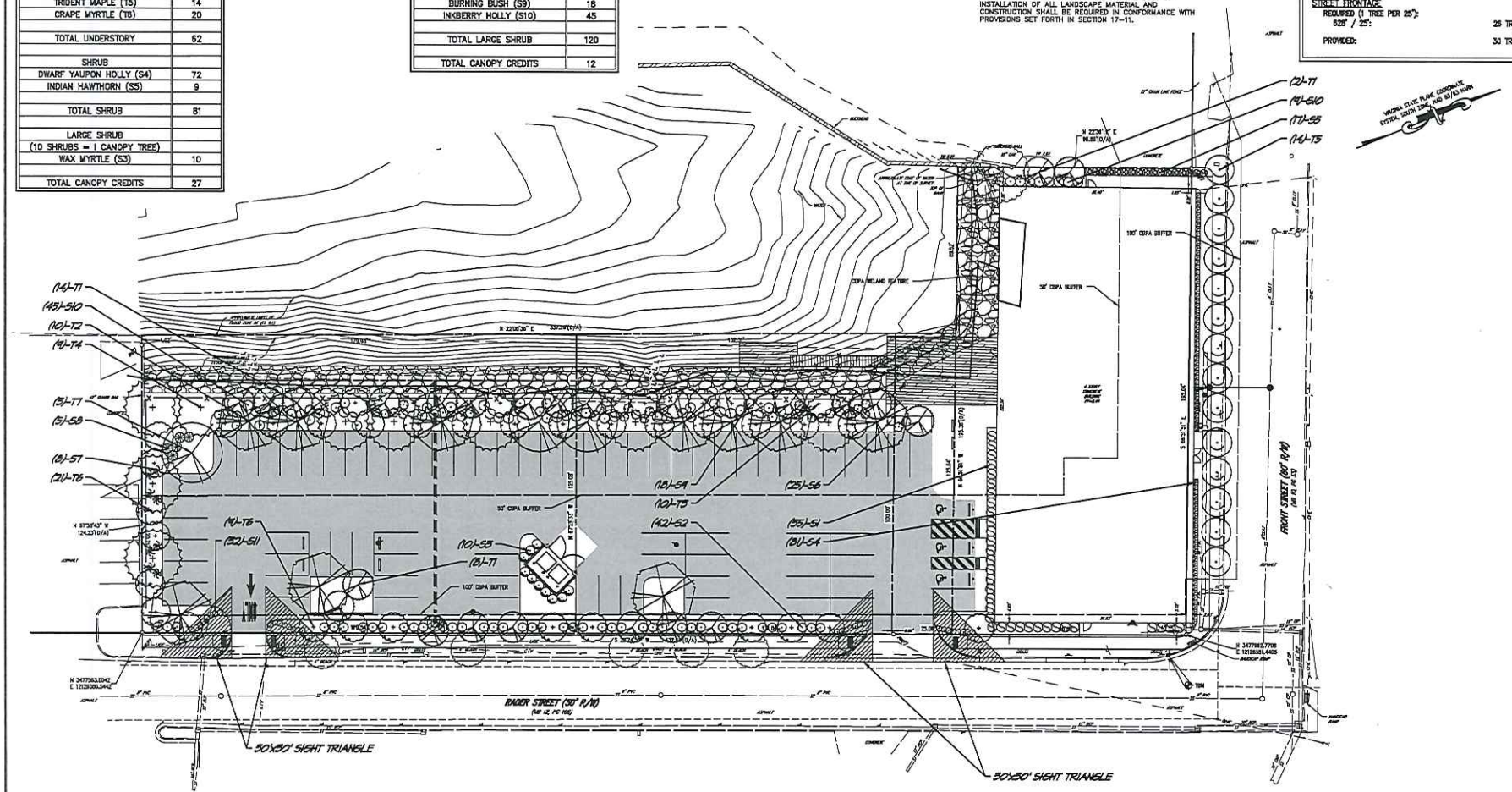
TREES REQUIRED (1 TREE PER 144 SF):
1,285 SF / 144 SF: 9 TREES

PROVIDED: 18 TREES

STREET FRONTAGE

REQUIRED (1 TREE PER 25'):
628' / 25': 25 TREES

PROVIDED: 30 TREES



NOTE: IF ANY TREE PRUNING WILL BE REQUIRED ON ANY OF THE TREES LOCATED WITHIN THE RIGHT-OF-WAY/CITY OF NORFOLK PROPERTY A CITY TREE PERMIT WILL BE REQUIRED PRIOR TO ANY GROUND DISTURBANCE. THE CITY TREE PERMIT WILL REQUIRE ALL WORK TO BE PREFORMED BY A CERTIFIED ARBORIST.

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20 0 20 40
1 INCH = 20 FT

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Civil & Environmental Engineering Consultants
5806 River Drive, Virginia Beach, VA 23462
757-490-9264 (Fax) 757-490-9283
www.msaonline.com

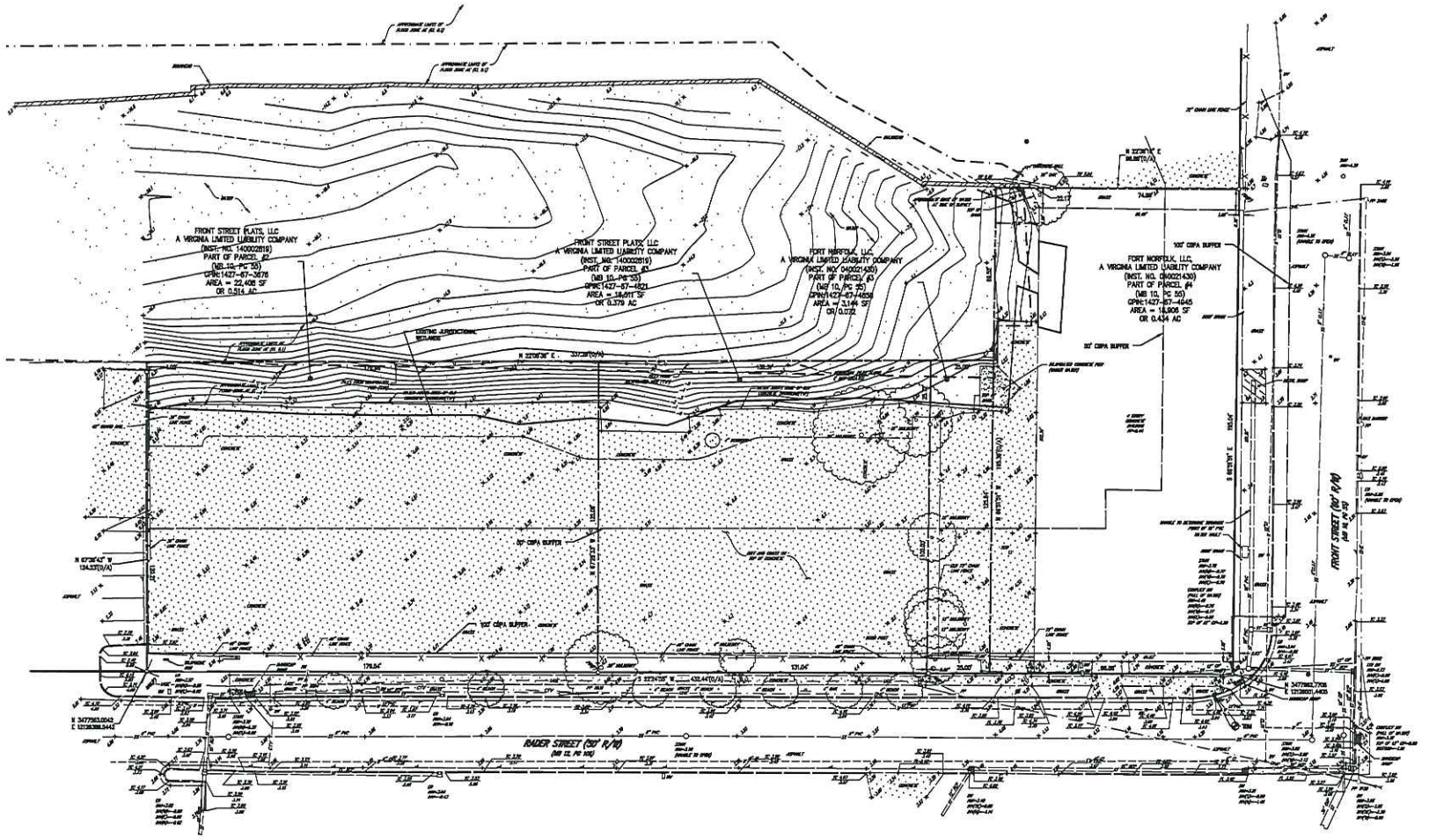
COMMONWEALTH OF VIRGINIA
NATHAN A. LAHY
LIC. No. 001677
12-01-15
LICENSED LANDSCAPE ARCHITECT

DESIGNED	N/A		
DRAWN	MSA		
CHECKED	N/A		
APPROVED	N/A		
DATE	12/01/15		

LANDSCAPE PLAN
of
FRONT STREET APARTMENTS
NORFOLK VIRGINIA

SHEET L1.1
11 of 12 Sheets
SCALE: 1"=20'
PROJ. NO.: 14054

THIS TOPOGRAPHIC SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF JEFFREY J. VIERRETHER, L.S. (LIC. NO. 2308) FROM AN ACTUAL GROUND/AIRBORNE SURVEY MADE UNDER MY SUPERVISION; THAT THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON MARCH 31, 2014; AND THAT THIS PLAT, MAP OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.



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TBM
CUT SQUARE ON TOP OF CURB
ELEV=4.37(NAVD88)

20 0 20 40
1 INCH = 20 FT

MSA, P.C.
Engineers • Surveyors • Planners • Scientists
Civil & Environmental Engineering Surveying Landscape Architecture
5013 Bruce Drive, Virginia Beach, VA 23462
757-499-9264 (Office) 757-499-9283 (Fax)
www.msaonline.com

COMMONWEALTH OF VIRGINIA
JEFFREY J. VIERRETHER
Lic. No. 2308
11/25/14
LAND SURVEYOR

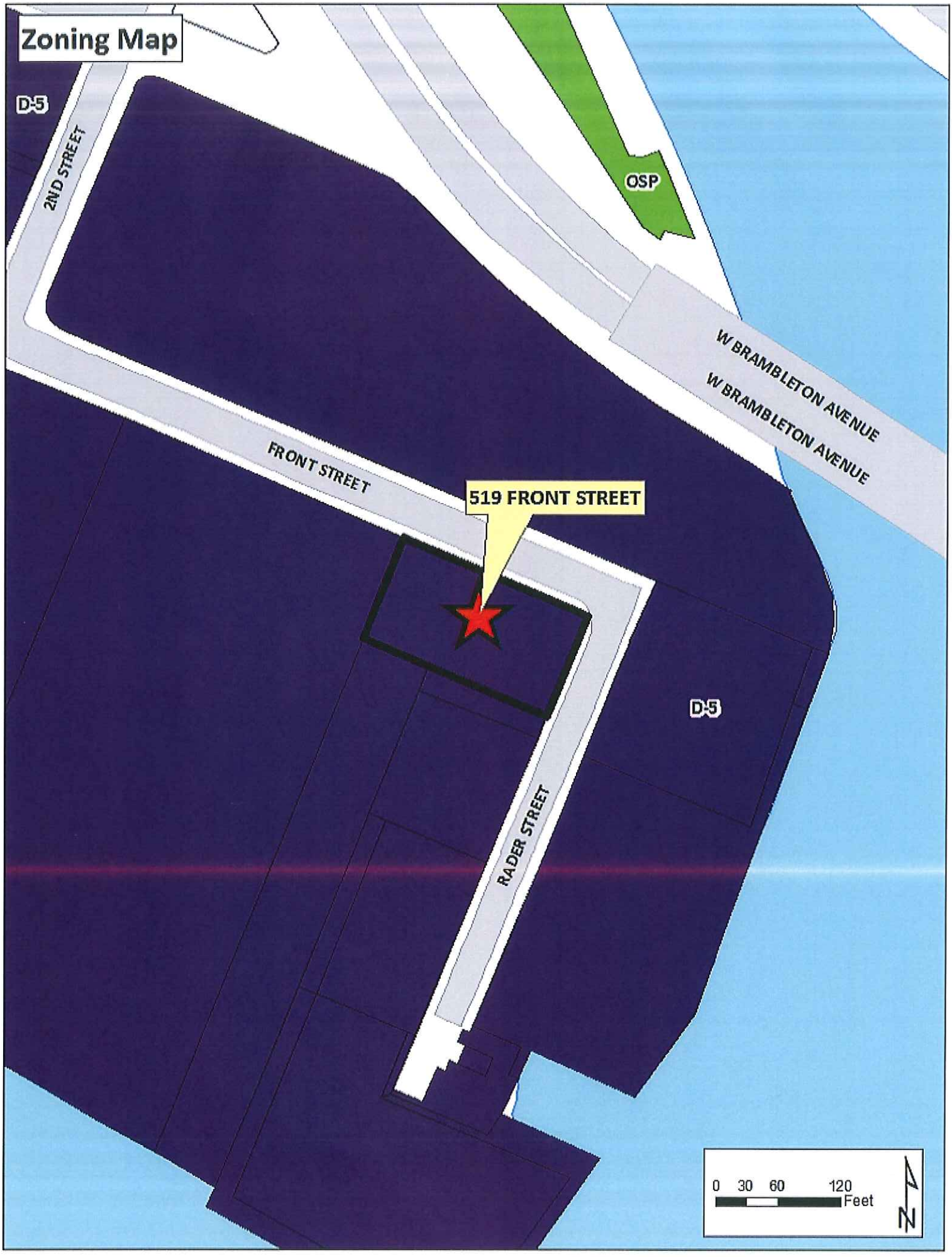
DESIGNED	DJJ
DRAWN	WSS
CHECKED	JJV
APPROVED	DJJV
DATE	11/21/14

NO.	DESCRIPTION	BY	DATE
1	Per City Comments	WSS	12/19/14

EXISTING CONDITIONS
of
FRONT STREET APARTMENTS
NORFOLK VIRGINIA

SHEET
C2.1
2 of 13 Sheets
SCALE: 1"=20'
PROJ. NO.: 14054

Location Map
FRONT STREET
519 FRONT STREET
RADER STREET
0 12.5 25 50
Feet
N


Zoning Map
D-5
2ND STREET
OSP
W BRAMBLETON AVENUE
W BRAMBLETON AVENUE
FRONT STREET
519 FRONT STREET
D-5
RADER STREET
0 30 60 120
Feet
N

APPLICATION
Downtown Development Certificate

Date of application: 29 DEC 2015

DESCRIPTION OF PROPERTY

Proposed Location of Property: Street Number) 519 (Street Name) FRONT

Zoning Classification: D-5

Existing Use of Property: VACANT WAREHOUSE

Current Building Square Footage 58,008 SqFt

Proposed Use HISTORIC CONVERSION TO MULTIFAMILY APARTMENTS

Trade Name of Business (If applicable) _____

APPLICANT/ PROPERTY OWNER

1. Name of applicant: (Last) REIDY (First) JAMES (MI) _____

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

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

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

E-mail address of applicant: jwreidy@hotmail.com

2. Name of property owner:(Last) 519 FRONT ST LLC REIDY (First) JAMES (MI) _____

Mailing address of property owner (Street/P.O. box): 515 WILDER DR

(City) VIRGINIA BEACH (State) VA (Zip Code) 23451

Daytime telephone number of owner (503) 863 7256 Fax number ( ) _____

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised December, 2014)

CIVIC LEAGUE INFORMATION

Civic League contact: KEVIN MURPHY

Date(s) contacted: 28 DEC 2015

Ward/Super Ward Information: DOWNTOWN NORFOLK CIVIC LEAGUE

CRITERIA FOR REVIEW

Please provide the following information:

(a) Use characteristics of the proposed development, including provision for ground-floor active uses and continuity along street fronts in various Downtown Districts and provision of residential uses in applicable Downtown Districts

Project involves conversion of historic warehouse into multifamily apartments (57 units)
Ground floor has residential units set at 6ft above current ground floor elevation as per Norfolk/FEMA flood regulations

(b) Preservation of historic structures and districts; preservation of significant features of existing buildings are to be renovated; relation to nearby historic structures or districts including a need for height limits.

Renovation will be conducted according to VA Department of Historic Resources (DHR) requirements. Historic aspects are preserved and rejuvenated.
No additions or significant additions to exterior of building.

(c) Location and adequacy of off-street parking and loading provisions, including the desirability of bicycle parking.

Residents parking area will be constructed in open area located immediately adjacent to current existing structure. Bicycle parking will also be included.

(d) Traffic generation characteristics of the proposed development in relation to street capacity.

Street capacity is available. Provision of bicycle parking and close proximity to light rail will encourage use of alternative transport options and mitigate increased traffic

(e) The provision of open space to meet the requirements of the district; the location, design landscaping and other significant characteristics of this public open space, and its relation to existing and planned public and private open space.

Landscaping and plant choices are subject to Chesapeake Preservation Act, DHR and City of Norfolk requirements.
Current derelict wharves and pilings will be removed.

(f) Pedestrian circulation within the proposed development and its relation to downtown public open space and pedestrian circulation patterns, particularly to plans for pedestrian connections via arcades, bridges or other provisions

Pedestrians can access development from existing city sidewalks that borders 2 sides of property (N and E)

(g) Architectural relationships, both formal and functional, of the proposed development to surrounding buildings, including building siting, massing, proportion, and scale.

Building is preexisting, no significant additions to exterior of building, except only those allowable by DHR design requirements. Building siting has no immediate adjacent structures.

(h) Microclimate effects of proposed development, including effects on wind velocities, sun reflectance, and sun access to streets and/or existing buildings and/or public open space.

Building is preexisting and development will not alter local wind velocities or sun access to local streets / buildings / open space.

(i) Protection of significant views and view corridors.

Development plan will protect significant views and view corridors.

REQUIRED ATTACHMENTS

- Check for **$5** made payable to Treasurer, City of Norfolk,
- **If waivers are requested**, additional analysis will be needed; which will require an additional fee of **$100**.
- Description and details of proposal.
- Two 8½ x 14 inch copies of a survey or site plan drawn to scale showing:
  - Existing and proposed building structures
  - Driveways
  - Parking
  - Landscaping
  - Location and dimensions of onsite signage
  - Please provide the names and addresses of all professional consultants advising the applicant in the proposed development

CERTIFICATION:

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

Print name: JAMES REIDY **Sign:** _____ / 29 DEC 2015
(Property Owner or Authorized Agent Signature) (Date)

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

DEPARTMENT OF CITY PLANNING
810 Union Street, Room 508
Norfolk, Virginia 23510
Telephone (757) 664-4752 Fax (757) 441-1569
(Revised December, 2014)

PROJECT DESCRIPTION AND PROFESSIONAL CONSULTANTS

Front Street Flats: Description

The Security Storage & Safe Deposit Company Warehouse building, constructed in 1916, represents one of only two intact large-scale industrial buildings remaining on the downtown Norfolk Waterfront. The building designed by the well-known Norfolk firm of Neff & Thompson as a fireproof storage facility in the Commercial Style with Art Deco and/or Cubist elements provided secure storage for a variety of goods ranging from tobacco to furniture to grocery products. The distinct water tower on top of the elevator shaft is a Norfolk landmark. This unique and significant building is on the National Register of Historic Places.

The location of this building on the waterfront creates a unique challenge and opportunity for redevelopment. An Elizabeth River inlet extends up underneath the building. The existing structural concrete ground floor of the building is also almost 6 feet below the required elevation for habitable space per the most recent Norfolk flood regulations. After extensive investigation into alternatives it was determined that the best solution to this complex problem was to construct a new structural floor at the required elevation and then cut flood vents in the existing concrete ground floor. In this way the new construction is "reversible" under the Department of Historic Resources guidelines.

This project preserves and repairs this long vacant distinctive industrial building and repurposes it to accommodate 58 one and two bedroom apartments. Every apartment has a view of either the Elizabeth River or The Hague waterfront. The rooftop deck, provides some of the best views available on the waterfront. The new wood dock that provides access to the main entrance of the building is in the same location as the long ago collapsed wharf. A new parking area will be built on the adjacent open area to accommodate residents' vehicles. Appropriate landscaping will be planted according to existing requirements. Bicycle stanchions will be provided for bicycle parking. Existing defunct pilings and collapsed wharfs will be removed and replaced with a riprap revetment. In an effort to increase aquatic habitat, oysters will be encouraged to grow on the installed riprap.

The new interior layout accentuates the massive round concrete columns and leaves exposed the original poured in place concrete floor joist system. The interior design of the units take advantage of the almost continuous massive window openings. The design complies with the guidelines of the Virginia Department of Historic Resources and *The Secretary of the Interior's Standards for Rehabilitation*. Paige Pollard of Commonwealth Preservation Group was the Historic Preservationist for this project and worked on the Owner's behalf to obtain tax credit approval from the Virginia Department of Historic Resources. Michael Molzahn of HBA Architecture and Interior Design is the lead Architect. Doug Will of MSA managed Site Plan, Engineering, and Landscape Architecture.

This is an exciting project for a building that has long been vacant that will provide a revitalization spark to the Fort Norfolk area.

It is anticipated construction will begin in the first quarter of 2016.

Front Street Flats: Professional Consultants

Michael Molzahn, AIA
HBA Architecture & Interior Design, Inc.
One Columbus Center, Suite 1000
Virginia Beach, VA 23462-6797
757.490.9048 (x7645) / 757.323.2220 mobile

Doug Will, PE
MSA, P.C.
5033 Rouse Drive
Virginia Beach, VA 23462-3708
Office: 757-490-9264

Paige Pollard
Commonwealth Preservation Group
PO Box 11083
Norfolk, VA 23517
(757) 923-1900 office
(757) 923-0076 fax
(757) 286-8602 cell

MSA, P.C.
5033 Rouse Drive, Virginia Beach, VA 23462-3708
Office (757) 490-9264 • Fax (757) 490-0634
www.msaonline.com

Environmental Sciences • Planning • Surveying • Civil & Environmental Engineering • Landscape Architecture

February 5, 2016

Matthew Simons, AICP, CZA, CFM
City of Norfolk
Department of Planning and Community Development
5th Floor, Room 508, City Hall Building
810 Union Street
Norfolk, VA 23510

Re: Site Plan #14-0064, Front Street Apartments- Waiver for Parking Count, Off-street parking and loading requirements and 20ft Building Setback
MSA Project #14054

Dear Mr. Simons,

This letter is a formal request for a waiver of the required parking count per Ch. 8-0.14 since this project is in downtown zoning district D-5. Per Norfolk Ordinance 8-5.8, two (2) parking spaces per dwelling unit shall be required for required for all residential uses. At fifty-eight (58) proposed dwelling units, the required parking spaces count for this redevelopment totals 116 spaces whereas we are providing seventy-eight parking spaces, including handicap parking. Due to land usage restraints and required open space, we are unable to facilitate a design which will adhere to the parking requirement for this zoning district. The project is located within walking distance to downtown, EVMS and Fort Norfolk light rail station.

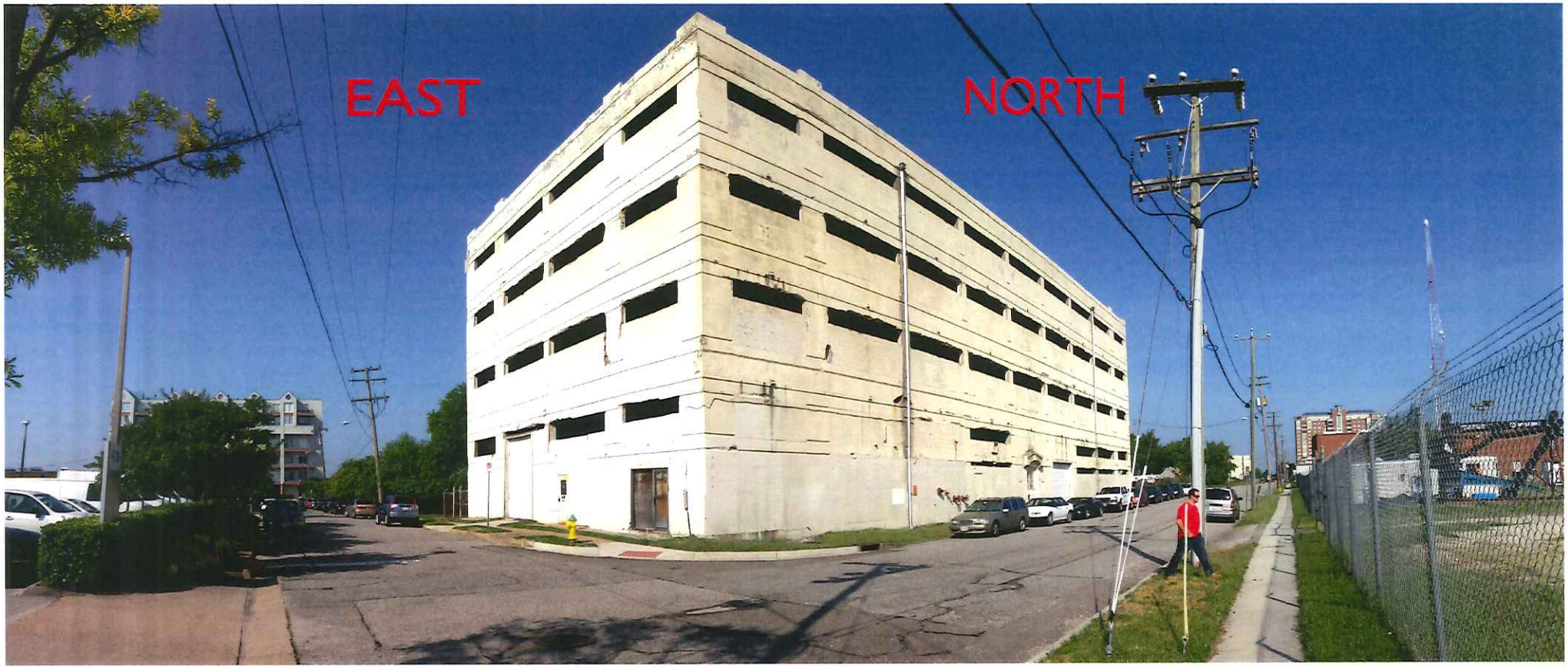
A waiver is hereby also requested for the off-street parking and loading requirement Ch. 8-5.8(a). This Norfolk Ordinance Ch. 8-5.8(a) requires no parking to be located within 100 feet of the southern district boundary along the Elizabeth River unless separated from the river by a public right-of-way. Due to the proximity of the property to the river, this requirement is not achievable.

We would also like to request a waiver for the 20ft building setback requirement per Ch. 8-0.14 since the existing building is located within the 20ft setback. Per Norfolk Ordinance 8-5.7 (c)(2), buildings at least three (3) stories but less than five (5) stories in height shall provide a side setback and corner side setback of at least twenty (20) feet. We are unable to meet this requirement as the existing building is being renovated.

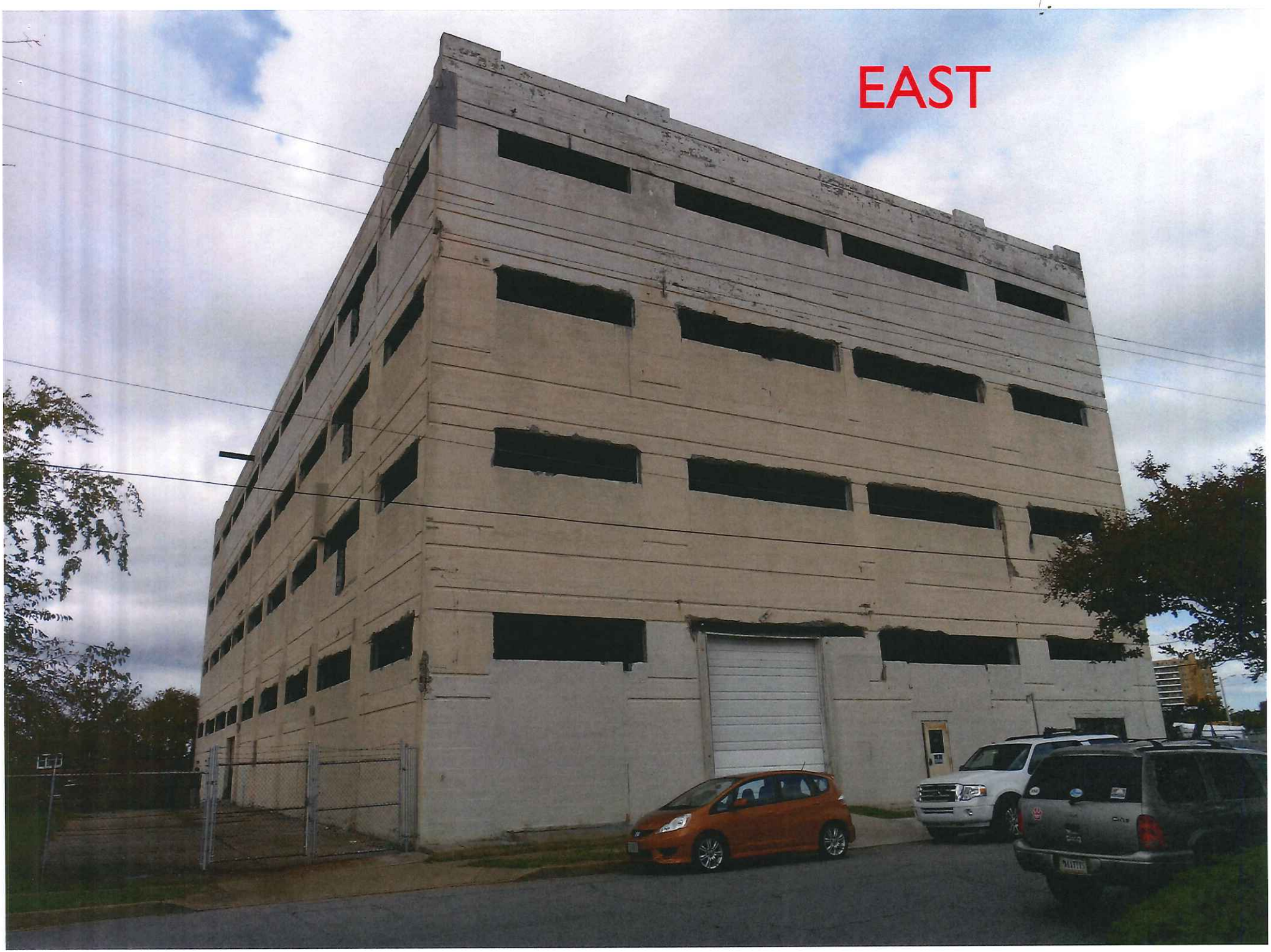
Sincerely,

Jack Bloom, P.E. LEED AP
Project Manager

CC: Michael P. Molzahn, AIA


EAST
NORTH

NORTH
WEST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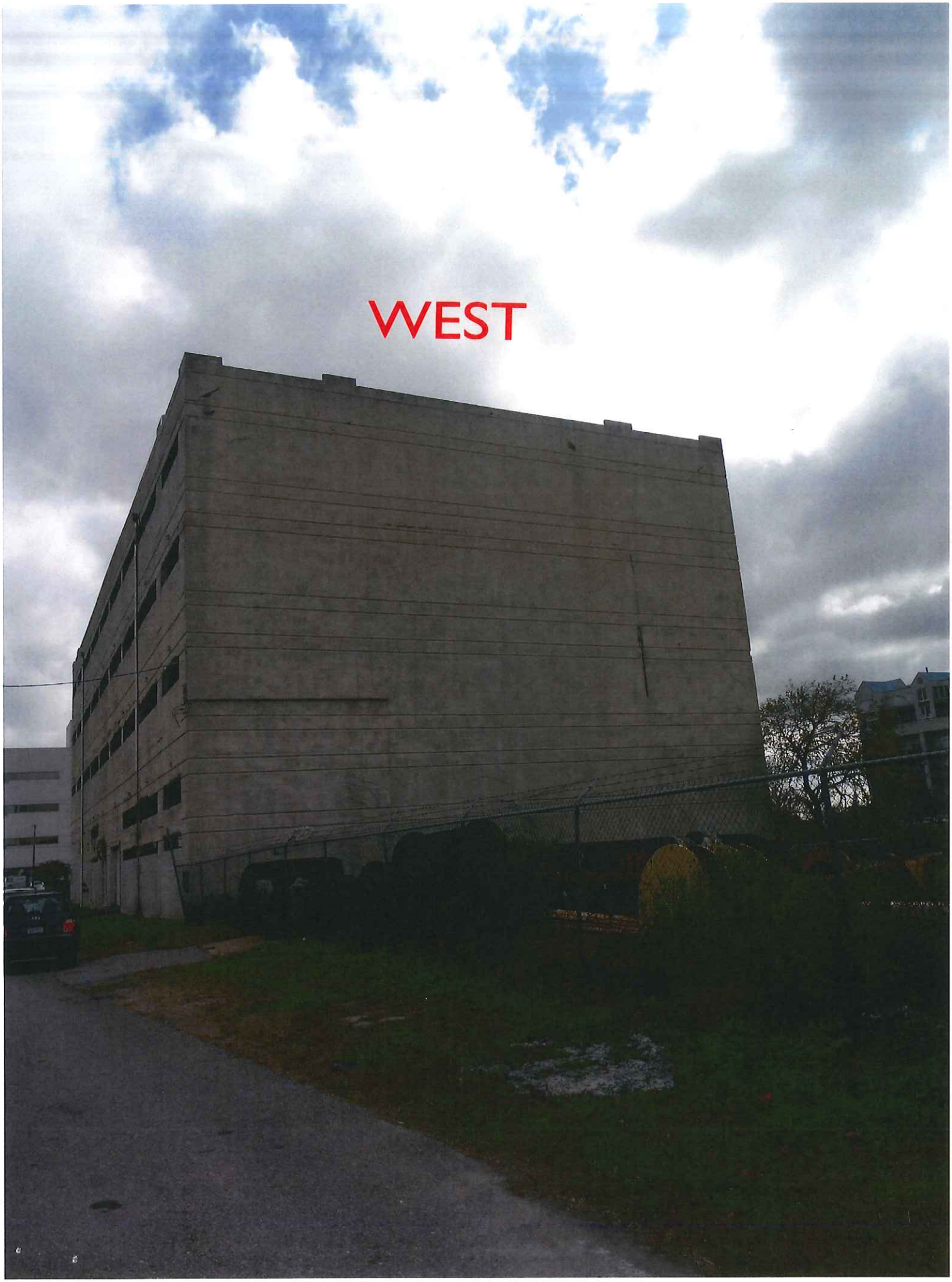
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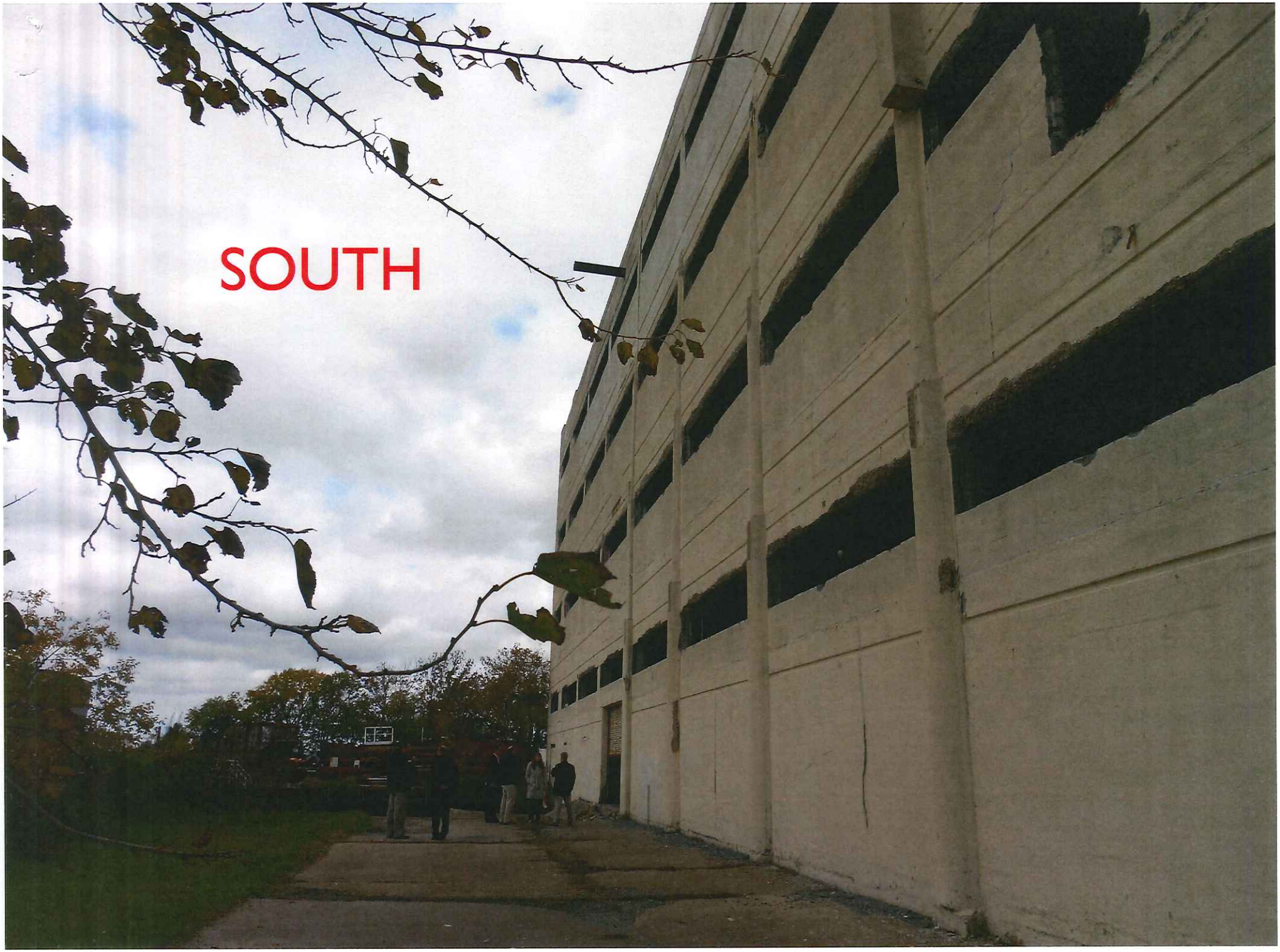
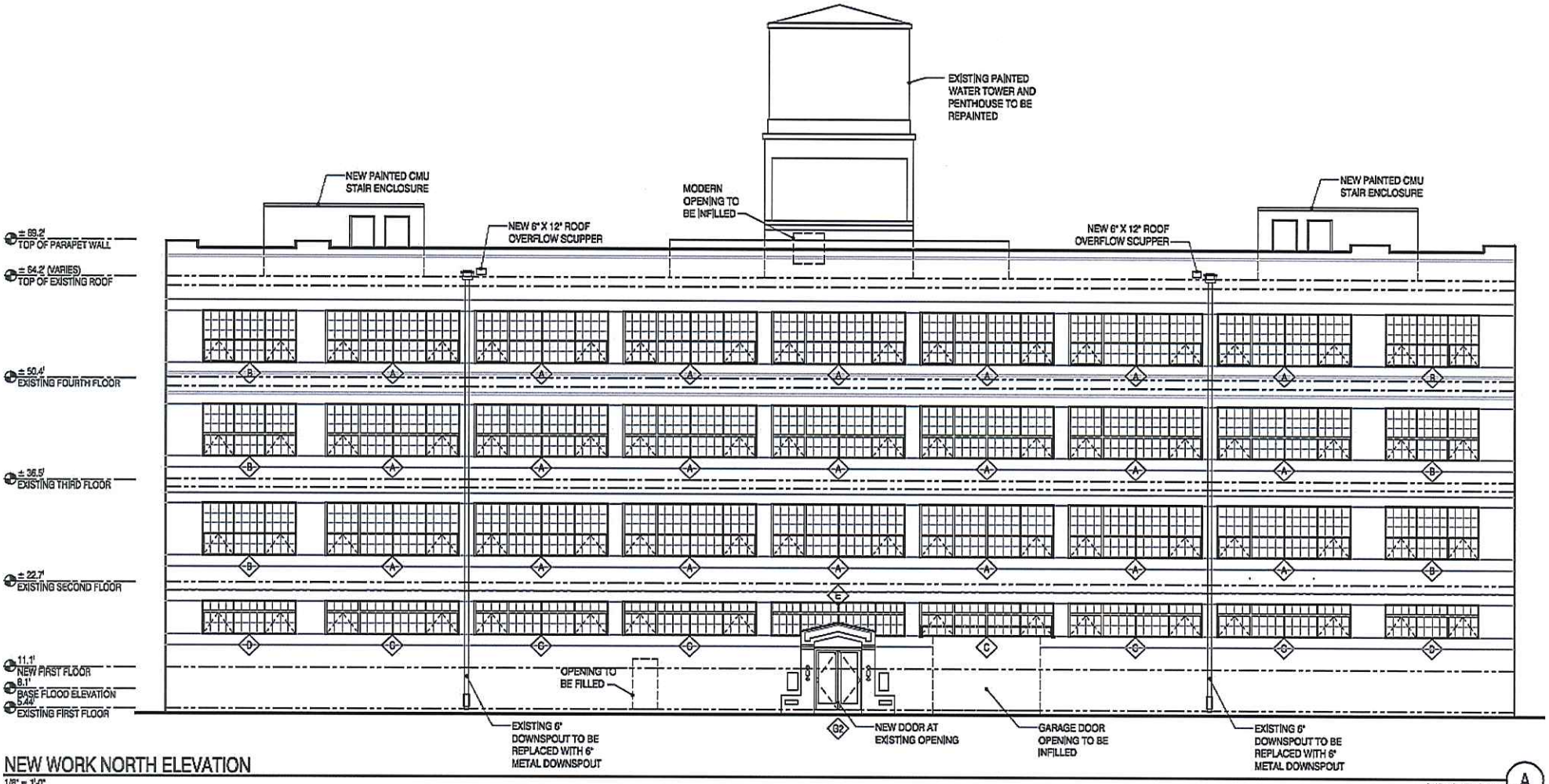

SOUTH

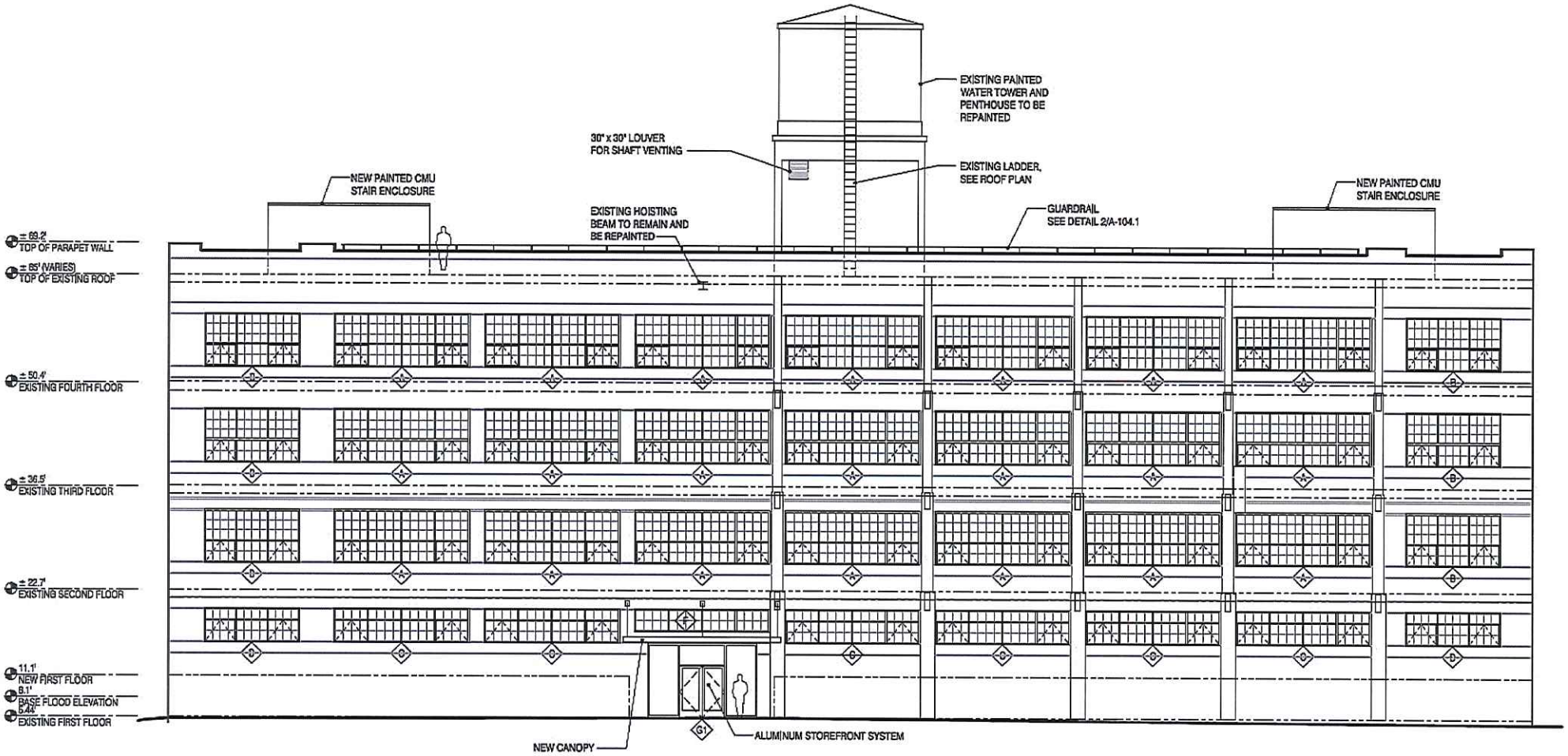


NEW WORK NORTH ELEVATION

1/8" = 1'-0"

A-101, A-102, A-103

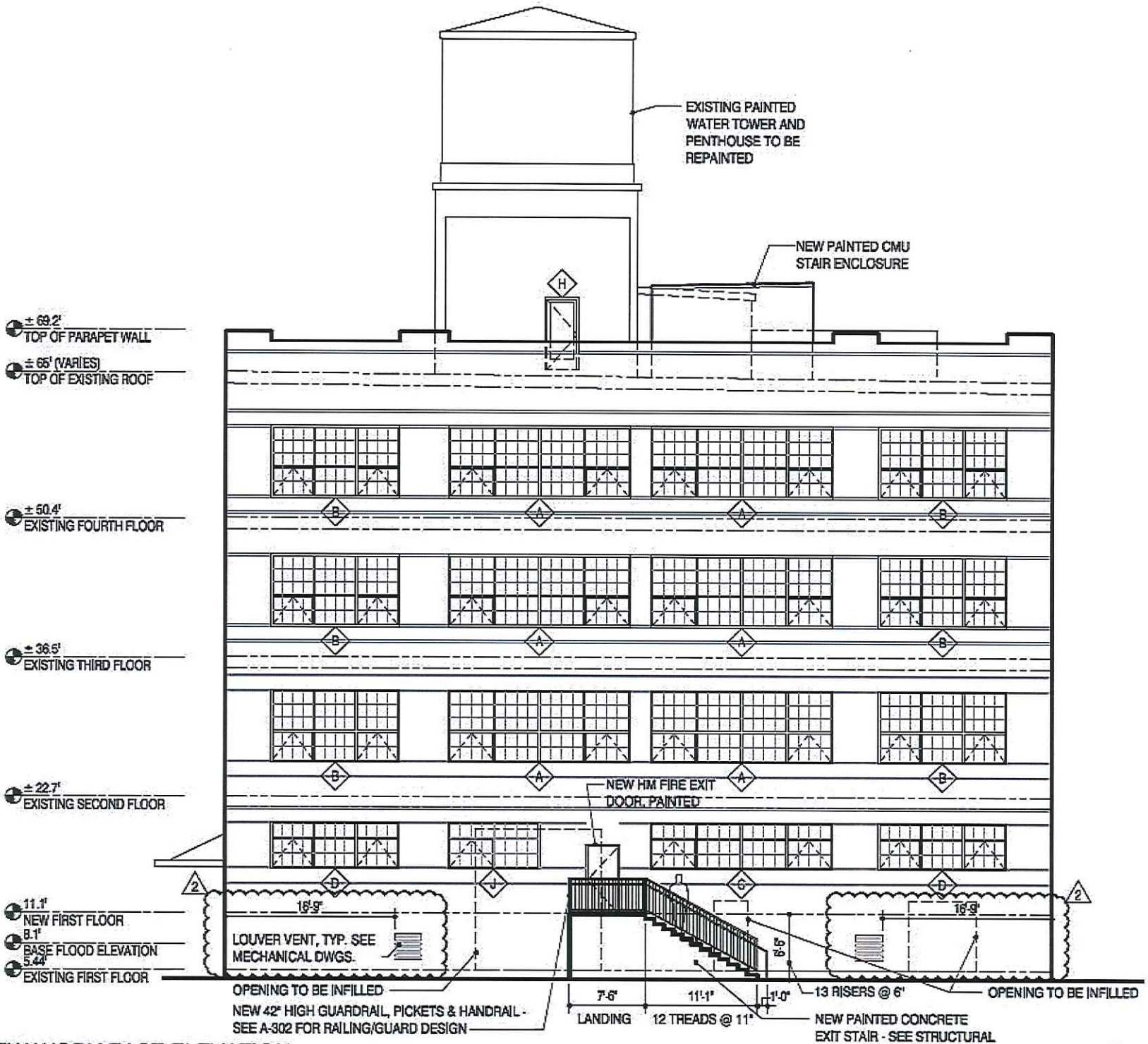
A



NEW WORK SOUTH ELEVATION

1/8" = 1'-0"

A-101, A-102, A-103 (B)

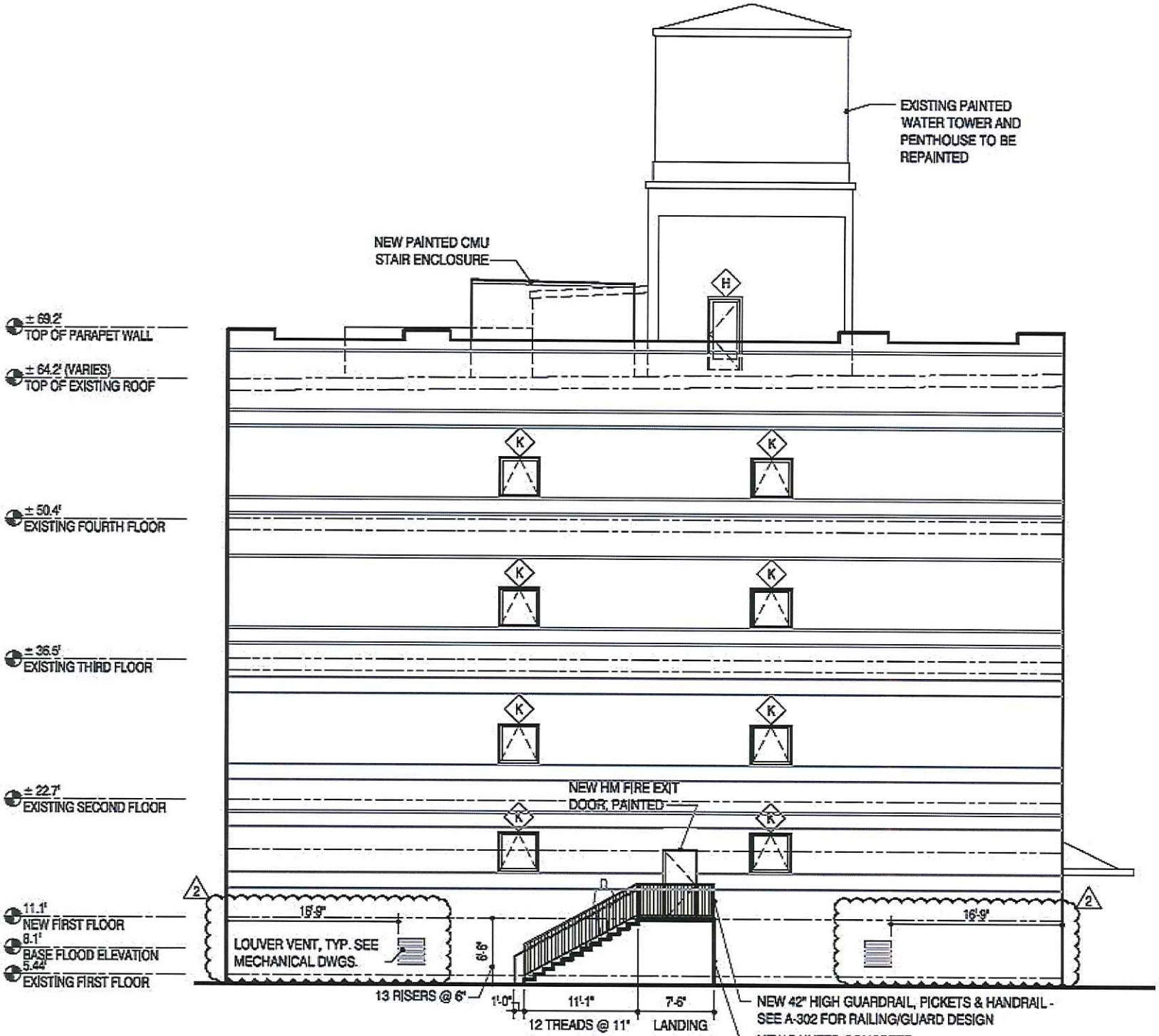


NEW WORK EAST ELEVATION

1/8" = 1'-0"

A-101, A-102, A-103

C



NEW WORK WEST ELEVATION

1/8" = 1'-0"

A-101, A-102, A-103

D

Front Street Flats - Conceptual Rendering

April 21, 2014

From: "Kevin R. Murphy" <krmurphy@verizon.net>
Date: January 4, 2016 10:15:25 AM EST
To: "'James Reidy'" <jwreidy@hotmail.com>
Subject: RE: 519 Front St Downtown Development Cert Application 1

Hi James,

Thank you for the application and corresponding documents.

There's no reason for the DNCL to object to this project.

Good luck!

Kevin

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: David L. Ricks, Director of Public Works

Subject: Dedication of city owned property as a public street so as to extend the existing street known as Pritchard Street

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-16**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk
810 Union Street
Norfolk, Virginia 23510

III. **Description:**
This agenda item is an ordinance authorizing the dedication of property owned by the City of Norfolk (the "city") so as to extend the existing street known as Pritchard Street.

IV. **Analysis**
The dedication of this property as a public street will allow an extension of the existing Pritchard Street to serve as a back entrance to Norfolk Premium Outlets. The extension will connect Miller Store Road to the mall parking lot. The dedication of this property is scheduled in connection with the real estate closing for the mall property.

V. **Financial Impact**
N/A

VI. **Environmental**
N/A

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

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A (3 sheets)

3/29/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____ for D. Ricks
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE DEDICATION OF CERTAIN CITY OWNED PROPERTY AS A PUBLIC STREET SO AS TO EXTEND THE EXISTING STREET KNOWN AS PRITCHARD STREET.

- - -

WHEREAS, the Council has determined that it would be in the best interests of the City of Norfolk to dedicate certain City owned property as a public street of the City so as to extend the existing street known as Pritchard Street; now, therefore

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

Section 1:- That the dedication of that certain City owned property shown on Exhibit A and designated as "Pritchard Street Extended (Variable Width R/W)" as a public street of the City of Norfolk is hereby authorized and approved.

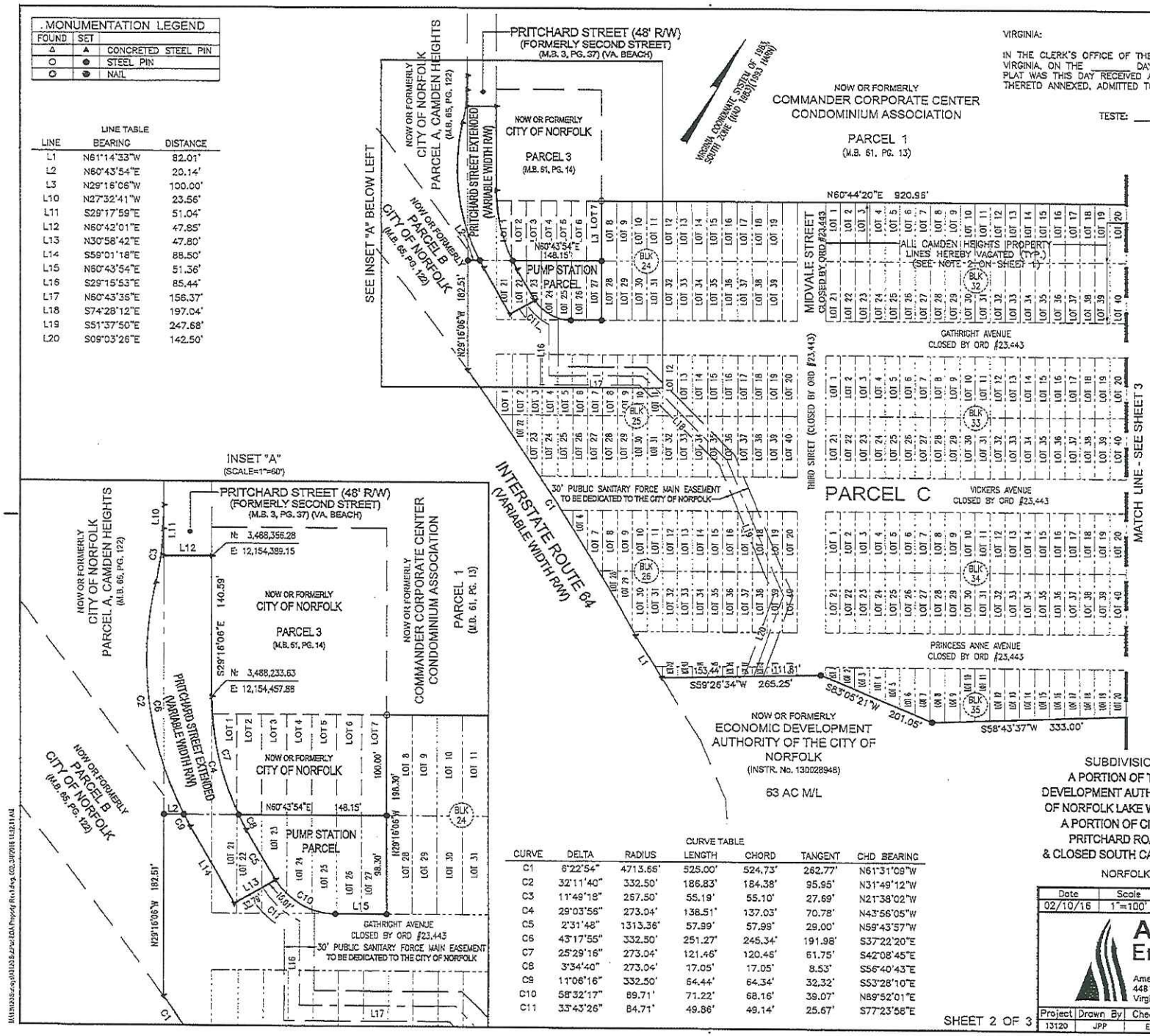
Section 2:- That the City Manager and other proper officers of the City are authorized to do all things necessary and proper to effect the dedication and to ensure that it is properly reflected in the public records of the City.

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

MONUMENTATION LEGEND		
FOUND	SET	
△	▲	CONCRETED STEEL PIN
○	●	STEEL PIN
⊙	◉	NAIL

LINE TABLE

LINE	BEARING	DISTANCE
L1	N61°14'33"W	82.01'
L2	N60°43'54"E	20.14'
L3	N29°16'06"W	100.00'
L10	N27°32'41"W	23.56'
L11	S29°17'59"E	51.04'
L12	N60°42'01"E	47.85'
L13	N30°58'42"E	47.80'
L14	S59°01'18"E	88.50'
L15	N60°43'54"E	51.36'
L16	S29°15'53"E	85.44'
L17	N60°43'35"E	156.37'
L18	S74°28'12"E	197.04'
L19	S51°37'50"E	247.68'
L20	S09°03'26"E	142.50'



VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA, ON THE _____ DAY OF _____, 2016, AT _____ THIS PLAT WAS THIS DAY RECEIVED AND UPON CERTIFICATE OF ACKNOWLEDGEMENT, THERETO ANNEXED, ADMITTED TO RECORD IN MAP BOOK _____ AT PAGE _____.

TESTE: _____ CLERK

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHD BEARING
C1	6°22'54"	4713.66'	525.00'	524.73'	262.77'	N61°31'09"W
C2	32°11'40"	332.50'	186.83'	184.38'	95.95'	N31°49'12"W
C3	11°49'18"	267.50'	55.19'	55.10'	27.69'	N21°38'02"W
C4	29°03'56"	273.04'	138.51'	137.03'	70.78'	N43°56'05"W
C5	2°31'48"	1313.36'	57.99'	57.99'	29.00'	N59°43'57"W
C6	43°17'55"	332.50'	251.27'	245.34'	191.98'	S37°22'20"E
C7	25°29'16"	273.04'	121.46'	120.46'	61.75'	S42°08'45"E
C8	3°34'40"	273.04'	17.05'	17.05'	8.53'	S56°40'43"E
C9	11°06'16"	332.50'	64.44'	64.34'	32.32'	S53°28'10"E
C10	58°32'17"	69.71'	71.22'	68.16'	39.07'	N89°52'01"E
C11	33°43'26"	84.71'	49.86'	49.14'	25.67'	S77°23'58"E

SUBDIVISION PLAT OF
A PORTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK LAKE WRIGHT PROPERTY,
A PORTION OF CITY OF NORFOLK PRITCHARD ROAD PROPERTY,
& CLOSED SOUTH CAPE HENRY AVENUE

NORFOLK, VIRGINIA

COMMONWEALTH OF VIRGINIA
EDWARD F. RUDIGER, JR.
Lic. No. 1598
LAND SURVEYOR

Date	Scale	0 100 200 300
02/10/16	1"=100'	

AMERICAN Engineering

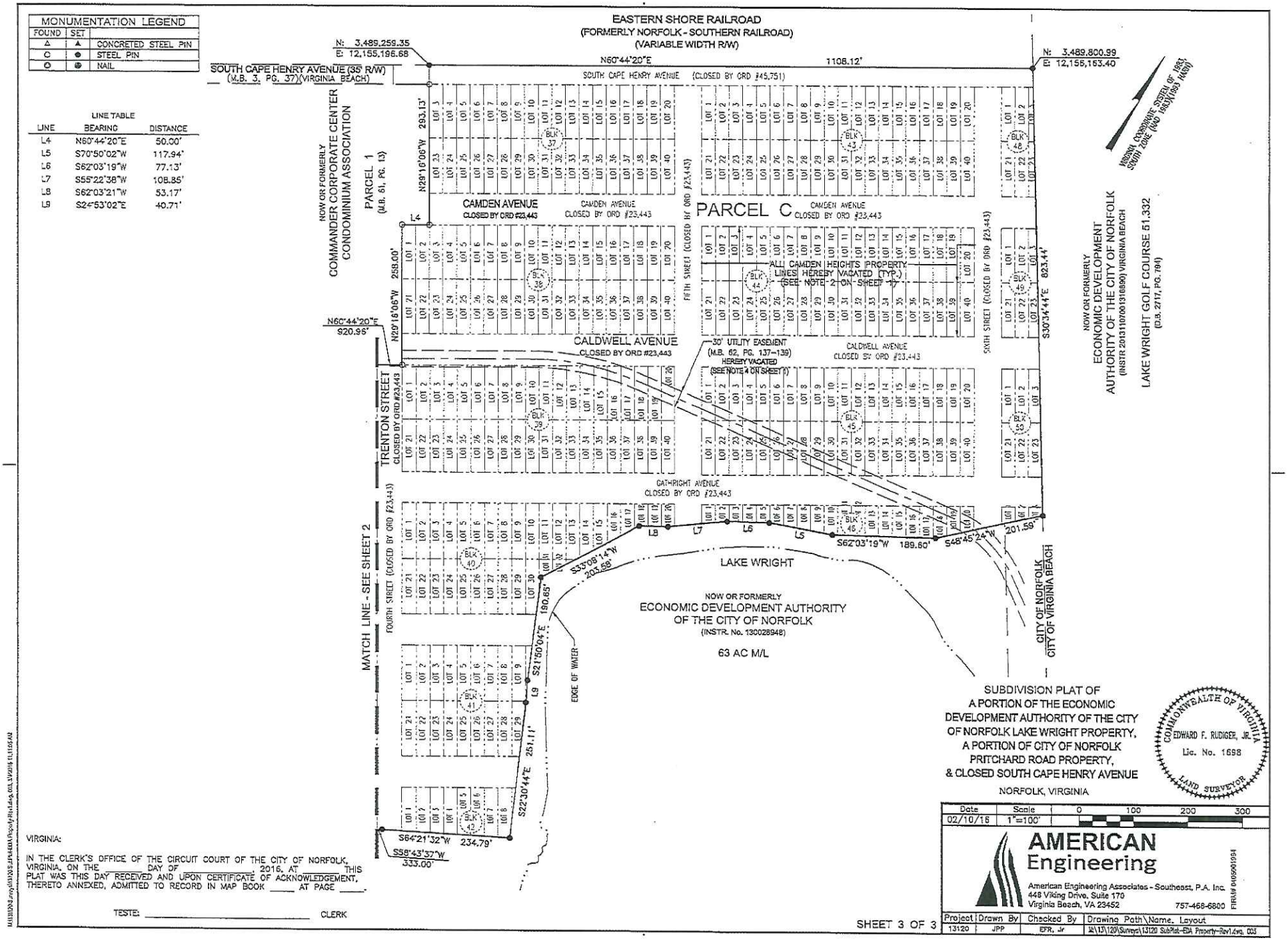
American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-468-6800
FIRM# 0105001994

Project	Drawn By	Checked By	Drawing Path\Name, Layout
13120	JPP	EFR, Jr	M:\13\120\Surveys\13120 SubPlat-EDA Property-Rev1.dwg, 002

SHEET 2 OF 3

EXHIBIT A

tabbies


MONUMENTATION LEGEND
FOUND | SET
△ | ▲ CONCRETED STEEL PIN
○ | ● STEEL PIN
⊙ | ⊕ NAIL
LINE TABLE
LINE | BEARING | DISTANCE
L4 | N60°44'20"E | 50.00'
L5 | S70°50'02"W | 117.94'
L6 | S62°03'19"W | 77.13'
L7 | S55°22'38"W | 108.85'
L8 | S62°03'21"W | 53.17'
L9 | S24°53'02"E | 40.71'
EASTERN SHORE RAILROAD
(FORMERLY NORFOLK - SOUTHERN RAILROAD)
(VARIABLE WIDTH R/W)
N: 3,489,259.35
E: 12,155,196.68
N60°44'20"E 1108.12'
N: 3,489,800.99
E: 12,155,163.40
SOUTH CAPE HENRY AVENUE (35' R/W)
(M.B. 3, PG. 37)(VIRGINIA BEACH)
SOUTH CAPE HENRY AVENUE (CLOSED BY ORD #45,751)
VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD 1983)(1993 IN METERS)
NOW OR FORMERLY
COMMANDER CORPORATE CENTER CONDOMINIUM ASSOCIATION
PARCEL 1
(M.B. 61, PG. 13)
N29°16'06"W 293.13'
N29°16'06"W 258.00'
CAMDEN AVENUE
CLOSED BY ORD #23,443
PARCEL C
FIFTH STREET (CLOSED BY ORD #23,443)
ALL CAMDEN HEIGHTS PROPERTY LINES HEREBY VACATED (TYP.) (SEE NOTE 2 ON SHEET 1)
SIXTH STREET (CLOSED BY ORD #23,443)
S30°34'44"E 823.44'
NOW OR FORMERLY
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK
(INSTR 20131107003160890) VIRGINIA BEACH
LAKE WRIGHT GOLF COURSE 51.332
(D.B. 2717, PG. 794)
N60°44'20"E 920.96'
CALDWELL AVENUE
CLOSED BY ORD #23,443
30' UTILITY EASEMENT (M.B. 62, PG. 137-139) HEREBY VACATED (SEE NOTE 4 ON SHEET 1)
TRENTON STREET
CLOSED BY ORD #23,443
GATHRIGHT AVENUE
CLOSED BY ORD #23,443
MATCH LINE - SEE SHEET 2
FOURTH STREET (CLOSED BY ORD #23,443)
S33°09'14"W 205.58'
S62°03'19"W 189.60'
S48°45'24"W 201.59'
LAKE WRIGHT
NOW OR FORMERLY
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF NORFOLK
(INSTR. No. 130028948)
63 AC M/L
CITY OF NORFOLK
CITY OF VIRGINIA BEACH
EDGE OF WATER
S21°50'04"E 190.65'
S22°30'44"E 251.11'
S64°21'32"W 234.79'
S58°43'37"W 333.00'
SUBDIVISION PLAT OF
A PORTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK LAKE WRIGHT PROPERTY,
A PORTION OF CITY OF NORFOLK PRITCHARD ROAD PROPERTY,
& CLOSED SOUTH CAPE HENRY AVENUE
NORFOLK, VIRGINIA
COMMONWEALTH OF VIRGINIA
EDWARD F. RUDIGER, JR.
Lic. No. 1698
LAND SURVEYOR
VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA, ON THE _____ DAY OF _____, 2016, AT _____ THIS PLAT WAS THIS DAY RECEIVED AND UPON CERTIFICATE OF ACKNOWLEDGEMENT, THERETO ANNEXED, ADMITTED TO RECORD IN MAP BOOK ____ AT PAGE ____.
TESTE: _____ CLERK
Date 02/10/16
Scale 1"=100'
0 100 200 300
AMERICAN Engineering
American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-466-6800
FIRM# 0405001954
Project 13120
Drawn By JPP
Checked By EFR, Jr
Drawing Path\Name. Layout
I:\13\120\Survey\13120 SubPlat-EDA Property-Rev1.dwg, 003
SHEET 3 OF 3

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, "SUBDIVISION PLAT OF A PORTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK LAKE WRIGHT PROPERTY, A PORTION OF CITY OF NORFOLK PRITCHARD ROAD PROPERTY, & CLOSED SOUTH CAPE HENRY AVENUE", LOCATED IN NORFOLK, VIRGINIA, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

OWNER OF PARCEL C

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK

APPROVED: _____ DATE: _____, 2016
RONALD H. WILLIAMS, Jr., DEPUTY CITY MANAGER

APPROVED: _____ DATE: _____, 2016
R. BRECKENRIDGE DAUGHTREY, CITY CLERK

CITY OF NORFOLK

BY: _____ DATE: _____, 2016

NAME: _____

TITLE: _____

STATE OF VIRGINIA
CITY OF _____, TO WIT:

I, _____, A NOTARY PUBLIC, IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT RONALD H. WILLIAMS, Jr., DEPUTY CITY MANAGER AND R. BRECKENRIDGE DAUGHTREY, CITY CLERK FOR ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK, WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING, BEARING DATE ON THE ____ DAY OF _____, 2016 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HAND THIS ____ DAY OF _____, 2016.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

REGISTRATION NUMBER _____

STATE OF VIRGINIA
CITY OF _____, TO WIT:

I, _____, A NOTARY PUBLIC, IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, _____ FOR THE CITY OF NORFOLK, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, BEARING DATE ON THE ____ DAY OF _____, 2016 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HAND THIS ____ DAY OF _____, 2016.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

REGISTRATION NUMBER _____

THE UNDERSIGNED CERTIFY THAT THIS SUBDIVISION AS IT APPEARS ON THIS PLAT, CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED. BY SUCH APPROVAL, THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY, STREETS OR OTHER LINES SHOWN ON THIS PLAT.

_____ DATE: _____, 2016
DEPARTMENT OF PLANNING COMMUNITY DEVELOPMENT, NORFOLK, VIRGINIA

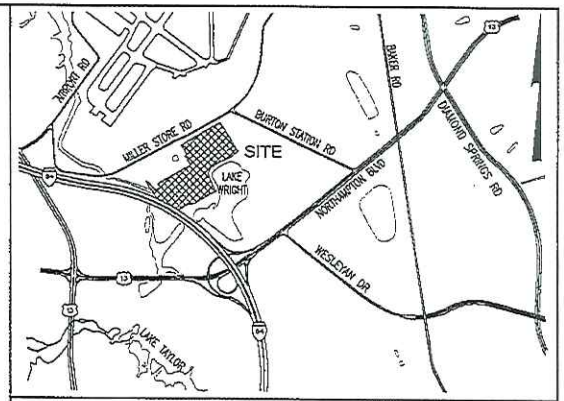
_____ DATE: _____, 2016
DEPARTMENT OF PUBLIC WORKS, NORFOLK, VIRGINIA

_____ DATE: _____, 2016
DEPARTMENT OF UTILITIES, NORFOLK, VIRGINIA

GENERAL NOTES:

1. THE PROPERTY SHOWN HEREON FALLS WITHIN FLOOD ZONE X, AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR THE CITY OF NORFOLK, VIRGINIA COMMUNITY MAP #510104 0110 F AND LAST DATED SEPTEMBER 2, 2009.
2. ALL LOT LINES AND RIGHTS-OF-WAY CLOSED BY CITY COUNCIL AS DEPICTED ON SUBDIVISION OF CAMDEN HEIGHTS (M.B. 3, PG. 37 – VIRGINIA BEACH) AND SHOWN HEREON ARE HEREBY VACATED.
3. THE MERIDIAN SOURCE OF THIS PLAT IS BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD83)(1993 HARN).
4. THE 30' UTILITY EASEMENT RECORDED IN M.B. 62 AT PAGES 137-139 IS HEREBY VACATED UPON RECORDATION OF THIS PLAT.
5. AREA SUMMARY

PARCEL	AREA (SQ.FT.)	AREA (AC.)
PARCEL C	1,931,492	44.34
PUMP STATION PARCEL	11,577	0.27
TOTAL PARCELS	1,943,069	44.61
R/W FROM ECONOMIC DEVELOPMENT AUTHORITY	4,195	0.10
R/W FROM CITY OF NORFOLK	15,475	0.36
TOTAL R/W	19,670	0.45
TOTAL AREA ENCOMPASSED	1,962,739	45.06



Location Map Scale: 1" = 2000'

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA, ON THE _____ DAY OF _____, 2016, AT _____ THIS PLAT WAS THIS DAY RECEIVED AND UPON CERTIFICATE OF ACKNOWLEDGEMENT, THERETO ANNEXED, ADMITTED TO RECORD IN MAP BOOK ____ AT PAGE ____.

TESTE: _____ CLERK

TITLE SOURCE:

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION WAS CONVEYED TO ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK FROM NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY BY DEED DATED OCTOBER 18, 2013 AND RECORDED IN INSTRUMENT No. 130028948 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF NORFOLK, VIRGINIA.

I, EDWARD F. RUDIGER, Jr., A LAND SURVEYOR DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME, THE UNDERSIGNED, AT THE DIRECTION OF THE OWNER, AND THAT THIS SUBDIVISION IS ENTIRELY WITHIN THE BOUNDARIES OF LAND COVERED BY DEED DESCRIBED BELOW, AND THAT CONCRETED STEEL PINS AS SPECIFIED BY THE SUBDIVISION REGULATIONS OF THE CITY OF NORFOLK, VIRGINIA ARE ACTUALLY IN PLACE AT POINTS MARKED THUS "▲" AND THAT THEIR LOCATIONS ARE CORRECTLY SHOWN.

_____ DATE: _____, 2016
EDWARD F. RUDIGER, Jr.
PROFESSIONAL LAND SURVEYOR
LICENSE No. #1698

SUBDIVISION PLAT OF A PORTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NORFOLK LAKE WRIGHT PROPERTY, A PORTION OF CITY OF NORFOLK PRITCHARD ROAD PROPERTY, & CLOSED SOUTH CAPE HENRY AVENUE

NORFOLK, VIRGINIA

COMMONWEALTH OF VIRGINIA
EDWARD F. RUDIGER, JR.
Lic. No. 1698
LAND SURVEYOR

Date	Scale	
02/10/16		

AMERICAN Engineering
American Engineering Associates - Southeast, P.A. Inc.
448 Viking Drive, Suite 170
Virginia Beach, VA 23452
757-468-6800
FIRM# 0105001934

Project	Drawn By	Checked By	Drawing Path\Name, Layout
13120	JPP	EFR, Jr	N:\13\120\Surveys\13120 SubPlat-EDA Property-Rev1.dwg, 001

X:\13\120\Surveys\13120 SubPlat-EDA Property-Rev1.dwg 01.13.2016 11:12:50 AM

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: David Ricks, Director of Public Works

Subject: Encroach into the right-of-way of at 417 W. 21st Street with signage

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-17**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** **Prakoon, LLC**
419 W. 21st Street
Norfolk, Virginia 23517

III. **Description:**
This agenda item is an ordinance permitting Prakoon, LLC to encroach into the City of Norfolk's (the "city's") right-of-way at 417 W. 21st Street with signage.

IV. **Analysis:**
The encroachment in this location will allow Prakoon, LLC, d/b/a Bangkok Garden, to install a sign to identify their business.

V. **Financial Impact:**
Liability insurance has been provided naming the city as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the city. The city did not charge a fee for this encroachment.

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:

The Department of Public Works, the Department of Planning & Community Development, and the City Attorney's Office has reviewed this request for encroachment and offer no objections. The encroachment was reviewed and recommended by the Norfolk Design Review Committee and the City Planning Commission.

IX. Coordination/Outreach:

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A

3/25/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING PRAKOON, LLC TO ENCROACH INTO THE RIGHT-OF-WAY AT 417 W. 21ST STREET WITH SIGNAGE.

- - -

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

Section 1:- That permission is hereby granted to Prakoon, LLC ("Prakoon") to encroach into the right-of-way at 417 W. 21st Street with signage, as shown on Exhibit A attached hereto. Such permission being further subject to the following conditions:

(1) That this permission is expressly subject to the right of revocation by the Council and that in the event of such revocation, Prakoon, or their successors and assigns, shall immediately remove the encroaching structures.

(2) That upon the removal of the encroaching structures or any part thereof, the authority hereby granted shall cease and terminate.

(3) That Prakoon, or their successors and assigns, at their own cost and expense, shall take out and keep in full force and effect during the term of the encroachment general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming the City of Norfolk ("City") as an additional insured in the amount of at least $1,000,000.00 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or Prakoon, and their successors and assigns, for any injury to, or death of any person or persons, or for any damage to, or destruction of property resulting from the installation, maintenance, or existence of said encroaching structures, with evidence of such insurance being provided to the City.

(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 417 W. 21st Street.

Section 2:- That the failure of Prakoon, or their successors and assigns, to fully comply with all requirements and conditions set forth herein shall act as an automatic revocation of the permission granted hereby.

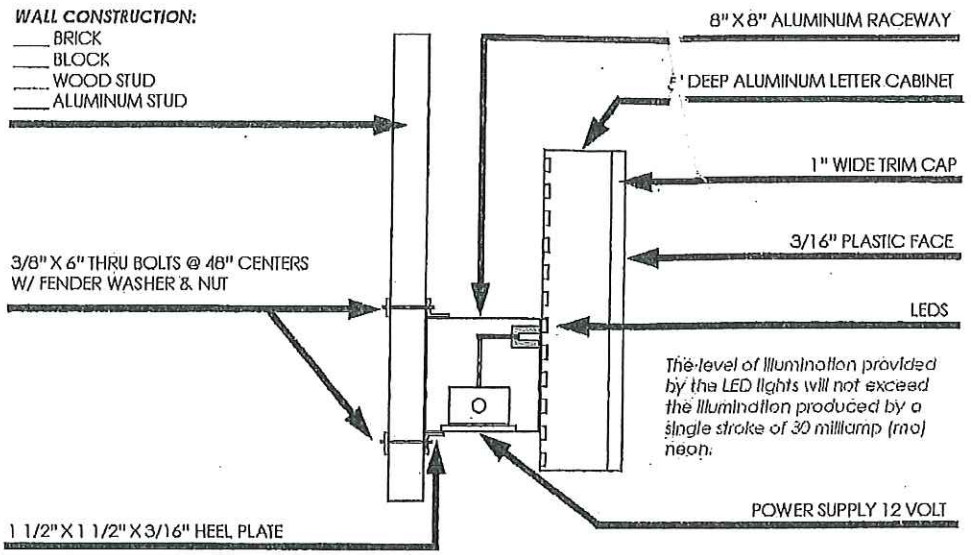
Section 3:- That the use of the said encroaching structures shall be deemed an acceptance by Prakoon, and its successors and assigns, of all conditions to which the permissions herein are granted.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

JOB NAME & ADDRESS:

BANGKOK GARDEN



PROPERTY of Cardinal

2629 Dean Drive, Virginia Beach, VA 23452
757-486-3412 • 757-486-7658-fax
cpickrell@cardinalsign.com

MOUNTING DETAIL
(raceway/THRU-BOLT/ LEDS)

APPROVAL SUBJECT TO FIELD INSPECTION
This set of approved plans shall be kept at the construction site for the Inspector's reference
DEPARTMENT OF CITY PLANNING AND CODES ADMINISTRATION
Division of Plan Construction
DRAWINGS APPROVED AS NOTED
Plan Review Engineer

PROPERTY OF

Cardinal
SIGN CORPORATION

2629 Dean Drive
Virginia Beach, Va. 23452

Phone:
(757) 486-3412

Fax:
(757) 486-7658

E-Mail:
SSTOLLINGS@
CARDINALSIGN.COM

Client:
Bangkok
Garden

Sign Location:
417 W. 21st St
Norfolk

Design No.:
25322

Designer:
zh

Salesman:
Stan Stollings

Scale:
3/4"=1'-0"

Date:
12-10-14

Customer Approval:

Ⓐ

95.5"
80"

16.5"

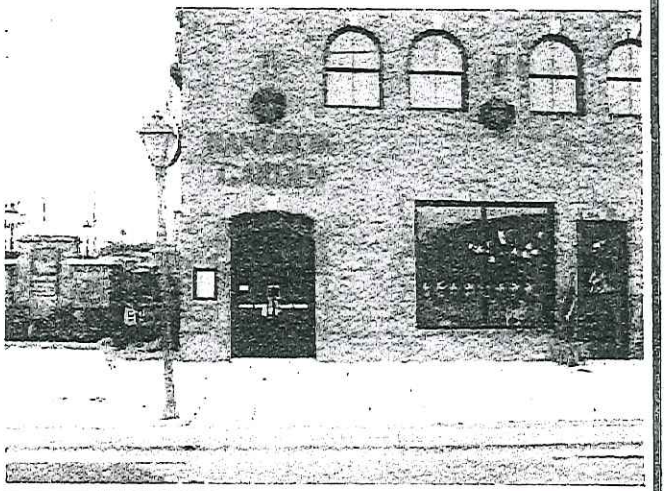
40.75"

BANGKOK GARDEN

Ⓐ LED CHANNEL LETTERS ON RACEWAY

Zoning approved subject to field inspection
Inspect: Zoning
Date: 2-2-15 Plate

APPROVAL SUBJECT TO FIELD INSPECTION
This set of approved plans shall be kept at the construction site for the inspector's reference
DEPARTMENT OF CITY PLANNING
AND CODES ADMINISTRATION
Division of New Construction
DRAWINGS
APPROVED AS NOTED
Plan Review Engineer



40.75" x 95.5" = 27 ft
52' Frontage.

City of NORFOLK

C: Dir., Department of Public Works

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: David Ricks, Director of Public Works

Subject: Encroach into the right-of-way of at 419 W. 21st Street with signage

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

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-18**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** **Prakoon, LLC**
419 W. 21st Street
Norfolk, Virginia 23517

III. **Description:**
This agenda item is an ordinance permitting Prakoon, LLC to encroach into the City of Norfolk's (the "city's") right-of-way at 419 W. 21st Street with signage.

IV. **Analysis:**
The encroachment in this location will allow Prakoon, LLC, d/b/a Savor the Olive, to install a sign to identify their business.

V. **Financial Impact:**
Liability insurance has been provided naming the city as additional insured in the amount of $1,000,000; therefore, there should be no financial risk to the city. The city did not charge a fee for this encroachment.

VI. **Environmental:**
N/A

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

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

VIII. Board/Commission Action:

The Department of Public Works, the Department of Planning & Community Development, and the City Attorney's Office has reviewed this request for encroachment and offer no objections. The encroachment was reviewed and recommended by the Norfolk Design Review Committee and the City Planning Commission.

IX. Coordination/Outreach:

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A

3/25/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING PRAKOON, LLC TO ENCROACH INTO THE RIGHT-OF-WAY AT 419 W. 21ST STREET WITH SIGNAGE.

- - -

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

Section 1:- That permission is hereby granted to Prakoon, LLC ("Prakoon") to encroach into the right-of-way at 419 W. 21st Street with signage, as shown on Exhibit A attached hereto. Such permission being further subject to the following conditions:

(1) That this permission is expressly subject to the right of revocation by the Council and that in the event of such revocation, Prakoon, or their successors and assigns, shall immediately remove the encroaching structures.

(2) That upon the removal of the encroaching structures or any part thereof, the authority hereby granted shall cease and terminate.

(3) That Prakoon, or their successors and assigns, at their own cost and expense, shall take out and keep in full force and effect during the term of the encroachment general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming the City of Norfolk ("City") as an additional insured in the amount of at least $1,000,000.00 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or Prakoon, and their successors and assigns, for any injury to, or death of any person or persons, or for any damage to, or destruction of property resulting from the installation, maintenance, or existence of said encroaching structures, with evidence of such insurance being provided to the City.

(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 419 W. 21st Street.

Section 2:- That the failure of Prakoon, or their successors and assigns, to fully comply with all requirements and conditions set forth herein shall act as an automatic revocation of the permission granted hereby.

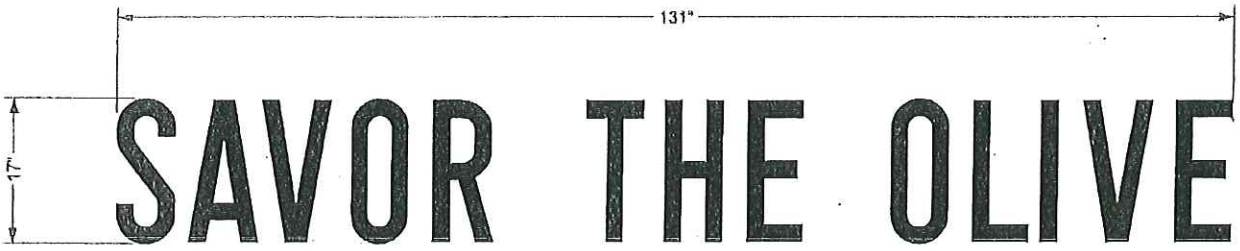
Section 3:- That the use of the said encroaching structures shall be deemed an acceptance by Prakoon, and its successors and assigns, of all conditions to which the permissions herein are granted.

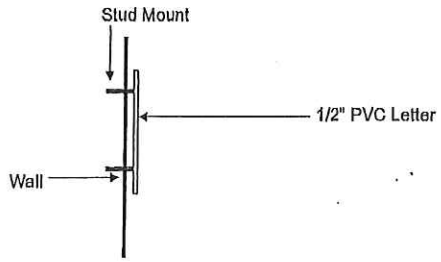
Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

Option 1

Studmounted 1/2" PVC Letters
Color Black





CHANNEL LETTERS	
CUSTOMER	X SAVOR THE OLIVE
DRAWING #	X
SALESMAN	X JY
DESIGNER	X Em
DATE	X 9-22-15

1	1ST DRAFT	9-22-15
2		10-14-15
3		
4		
5		

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Talley-Anchor
SIGN COMPANY
Design·Manufacture·Install·Service
1044 Raritan Blvd Chesapeake, VA 23324
Ph 757-545-8802 • Fax 757-543-0132

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: Encroachment Agreement with 456 Granby Street, LLC for Outdoor Dining at 456 Granby Street

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-19**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** 456 Granby Street, LLC
456 Granby Street
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to permit 456 Granby Street, LLC ("456 Granby") to encroach into the City of Norfolk's (the "city's") right-of-way at 456 Granby Street with an area measuring approximately 440 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit 456 Granby to continue to utilize this area for their establishment's seating options for outdoor dining in addition to their indoor seating. The term of the encroachment is no longer than five (5) years, commencing on April 1, 2016, or the date of any authorizing ordinance, and terminating on March 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact**

Encroachment Fee (456 Granby Street)	Annual Rent: $2,640 (to be paid monthly: $220 per month)
Liability insurance for 456 Granby Street LLC (to be provided by the tenant)	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A – Proposed Encroachment Agreement

2/19/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING 456 GRANBY STREET, LLC PERMISSION TO ENCROACH AT 456 GRANBY STREET INTO THE RIGHTS OF WAY OF GRANBY STREET AND CHARLOTTE STREET APPROXIMATELY 440 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

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

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and 456 Granby Street, LLC ("456"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to 456 to encroach at 456 Granby Street into the rights of way of Granby Street and Charlotte Street approximately 440 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("City"), and **456 GRANBY STREET, LLC,** a limited liability company, ("456"), whose address is 520 W. 22nd Street, Norfolk, Virginia 23517.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to 456 to encroach at 456 Granby Street into the rights of way of Granby Street and Charlotte Street approximately 440 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** 456, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on April 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on March 31, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation, 456, and its tenant(s) if requested by City, shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, 456 shall pay City an annual encroachment fee in the amount of **Two Thousand Six Hundred Forty Dollars and 0/100 ($2,640.00),** to be paid in monthly installments of **Two Hundred Twenty Dollars and 0/100 ($220.00),** beginning on the first day of April, 2016 or the

day the ordinance is effective, whichever is later. The encroachment fee shall be paid by check payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, and Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, 456 shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. 456 shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other necessary to serve the Encroachment Area.

7. **REPAIRS:** 456, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. 456, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** 456, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, 456, and its tenant(s), shall effect the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining

compliance with this Agreement, and making any repairs, which City deems necessary because of any failure of 456, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon 456's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

456: 456 Granby Street, LLC
Attn: Mr. Sture Sigfred
305 Brooke Avenue, Unit 404
Norfolk, Virginia 23510

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by 456, its tenant(s), or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements; or resulting from acts, conduct or omissions on the part of 456, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** 456, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** 456, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If 456, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, 456, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event 456, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, changes and 456, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and 456 agree that the permission to encroach granted hereby is for the benefit of 456 and its tenant(s), and may not be assigned by 456

without written approval from Norfolk's City Manager. Further, upon 456's lease of the premises (adjoining the Encroachment Area) to a tenant, 456 shall have any such tenant execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** 456, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. 456, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of 456's use of the Encroachment Area. If 456, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and 456, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** 456, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. 456, and its tenant(s), shall inform the City Attorney and the Department

of General Services within 15 days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, 456, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of 456's employees, its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: 456, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by 456, or its tenant(s), or by 456's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by 456, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by 456, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and 456, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by 456, and/or its tenant(s), in the Encroachment Area shall be and remain the property of 456, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. SS6901 et seq.) (IIRCRAII), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. SS9601 et seq.) (CERCLAII) or any other federal, state, or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPAII) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of 456, and/or its tenant(s), including but not limited to the 456's, or its tenant(s)', interest in the Encroachment Area or any of 456's, and/or its tenant(s), property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that 456, and its tenant(s), may be permitted under applicable law to use the Encroachment Area for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, 456, and its tenant(s), shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. 456, or its tenant(s), shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances in the Encroachment Area. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance in the Encroachment Area, 456, and its tenant(s), shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of City.

(c) 456, and its tenant(s), shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, any successor, or new environmental laws. Upon the receipt of any Notice, 456, and its tenant(s), shall notify City promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to 456, and/or its tenant(s), whether due to merger, sale of assets or other business combination or change of control.

(e) 456, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City resulting from

456's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

21. **LIENS OR ENCUMBRANCES :** If because of any act or omission of 456, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, 456, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to 456, and/or its tenant(s), of the filing thereof, and 456, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

22. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in the Eastern District of Virginia.

23. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and 456, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to 456, and its tenant(s), by this agreement.

24. **OTHER REQUIREMENTS:**

(a) 456, and its tenant(s), shall comply with the City of Norfolk's Downtown Outdoor Dining Policy.

(b) 456, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) 456's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

25. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

26. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and 456, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

27. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and 456, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

28. **SUCCESSORS AND ASSIGNS**: All rights hereunder shall inure to the benefit of and all obligations hereunder shall be binding upon successors, assigns, subsidiaries, subrogees, parents, agents, employees, attorneys, accounts, legal representatives, directors, shareholders, heirs, and executors or administrators of each of the parties to this Agreement.

29. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, 456, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United states Code or the U.S. Attorney General.

30. **AUTHORITY TO EXECUTE:** The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

31. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** 456, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

32. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By:_____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Deed of Easement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___ day of _____, 2016.

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Deputy City Attorney

456 GRANBY STREET, LLC

By:_____
Title:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____(Title) of 456 Granby Street, LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

By:_____
Title:_____

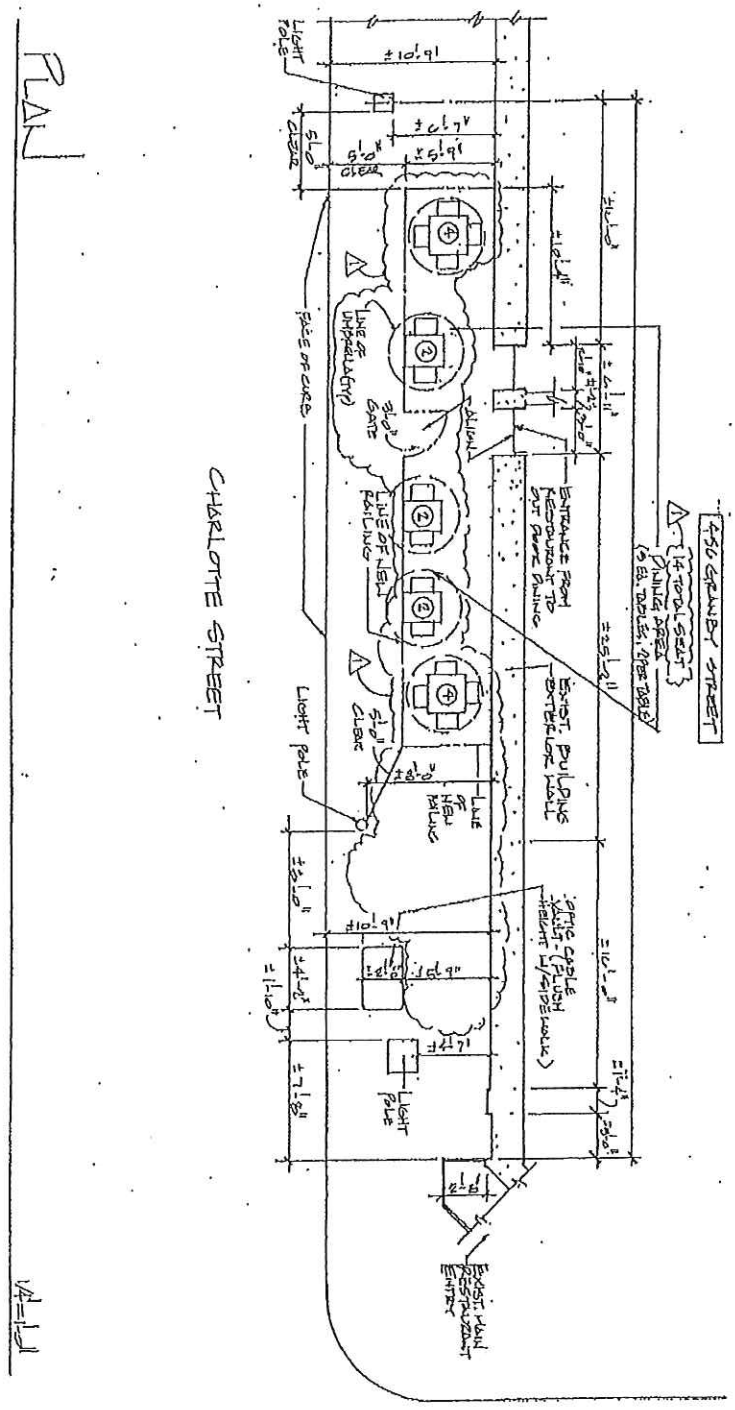
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____(title) of _____ whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A



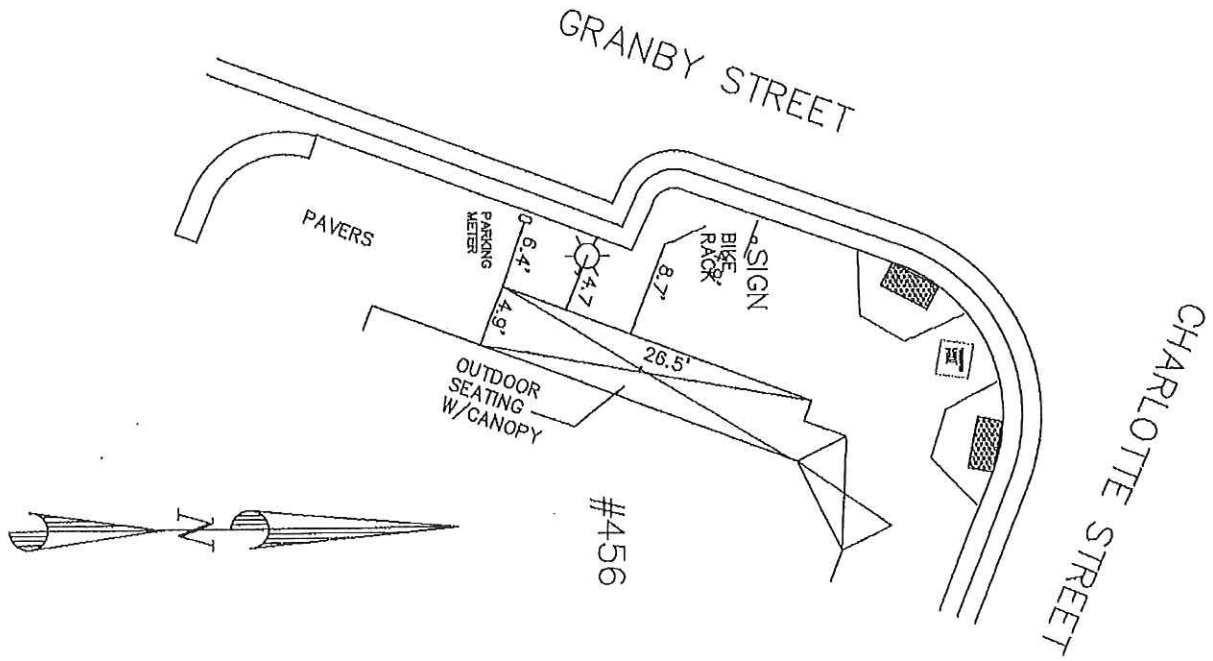
Outdoor Dining for the Charlotte Street Side for

456 Fish Restaurant

456 Granby Street Norfolk, Virginia

DAVIS KEY & ASSOCIATES ARCHITECTURE

A1


GRANBY STREET
PAVERS
PARKING METER
6.4'
4.7
8.7'
SIGN
BIKE RACK
4.9'
26.5'
OUTDOOR SEATING W/CANOPY
#456
CHARLOTTE STREET
N

C: Dir., Department of General Services

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: Encroachment Agreement with Sigraz, LLC for Outdoor Dining at 219 Granby Street

Reviewed: Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: Marcus D. Jones, City Manager

Item Number: **R-20**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Sigraz, LLC
219 Granby Street
Norfolk, Virginia 23510

III. **Description:**
This agenda item is an ordinance to permit Sigraz, LLC ("Sigraz") to encroach into the City of Norfolk's (the "city's") right-of-way at 219 Granby Street with an area measuring approximately 413 square feet for use as an outdoor dining area and for no other purpose.

IV. **Analysis**
This encroachment will permit Sigraz to continue to utilize this area for their establishment's seating options for outdoor dining in addition to their indoor seating. The term of the encroachment is no longer than five (5) years, commencing on April 1, 2016, or the date of any authorizing ordinance, and terminating on March 31, 2021. The permission granted for this encroachment is subject to the right of revocation by the Norfolk City Council.

V. **Financial Impact**

Encroachment Fee (219 Granby Street)	Annual Rent: $2,478 (to be paid monthly: $206.50 per month)
Liability insurance for 456 Granby Street LLC (to be provided by the tenant)	The City has been named as an additional insured in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City

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

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A – Proposed Encroachment Agreement

2/19/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING SIGRAZ, LLC PERMISSION TO ENCROACH AT 219 GRANBY STREET INTO THE RIGHTS OF WAY OF GRANBY STREET AND BROOKE AVENUE APPROXIMATELY 413 SQUARE FEET FOR THE PURPOSE OF OUTDOOR DINING AND APPROVING THE TERMS AND CONDITIONS OF THE ENCROACHMENT AGREEMENT.

- - -

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

Section 1:- That the terms and conditions of the Encroachment Agreement between the City of Norfolk and Sigraz, LLC ("Sigraz"), a copy of which is attached hereto as Exhibit A, are hereby approved, and in accordance therewith, permission is hereby granted to Sigraz to encroach at 219 Granby Street into the rights of way of Granby Street and Brooke Avenue approximately 413 square feet for the purpose of outdoor dining and for no other purpose.

Section 2:- That the City Manager and other proper officers of the City are hereby authorized to execute the Encroachment Agreement and do all things necessary for its implementation.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Encroachment Agreement as he may deem advisable consistent with the intent of the Council as expressed therein.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT A TO ORDINANCE

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NORFOLK, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("City"), and **SIGRAZ, LLC,** a limited liability company, ("Sigraz"), whose address is 520 W. 22nd Street, Norfolk, Virginia 23517.

WITNESSETH:

1. **ENCROACHMENT AREA:** City hereby grants permission to Sigraz to encroach at 219 Granby Street into the rights of way of Granby Street and Brooke Avenue approximately 413 +/- square feet, as shown on Exhibit A attached hereto ("Encroachment Area"), for the purpose of outdoor dining and for no other purpose.

2. **USE:** Sigraz, and its tenant(s), shall be permitted to occupy the Encroachment Area for outdoor dining purposes in conjunction with the operation of a dining establishment.

3. **TERM; TERMINATION:** The term of the permission to encroach granted hereby shall be no longer than five (5) years and shall commence on April 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur, and shall terminate on March 31, 2021. However, it is expressly understood that the permission granted hereby is subject to the right of revocation by the Norfolk City Council, and that in the event of such revocation, Sigraz, and its tenant(s) if requested by City, shall remove the encroaching structures and shall cease using the Encroachment Area.

4. **COMPENSATION:** As compensation for the privilege of encroaching into the right of way, Sigraz shall pay City an annual encroachment fee in the amount of **Two Thousand Four Hundred Seventy Eight Dollars and 0/100 ($2,478.00),** to be paid in monthly installments of **Two Hundred Six Dollars and 0/100 ($206.50),** beginning on the first day of April, 2016 or the day the ordinance is effective, whichever is later. The encroachment fee shall be paid by check

payable to the "Norfolk City Treasurer" and sent to the Department of General Services, 232 E. Main Street, Suite 250, Norfolk, VA 23510, and Attn: Mr. Jim Resolute.

5. **LATE FEES:** For any late payments received 15 days after the first of each month, Sigraz shall pay a late fee of five percent (5%) of the amount not paid when due.

6. **UTILITIES:** City shall not be responsible for utilities of any type used within the Encroachment Area. Sigraz shall pay all utility meter and utility services charges for all utilities, including but not limited to, gas, electricity, water, telephone, sewer, and any other necessary to serve the Encroachment Area.

7. **REPAIRS:** Sigraz, and its tenant(s), shall keep and maintain the Encroachment Area in good and complete state of repair and condition. Sigraz, and its tenant(s), shall make all repairs and replacements of every kind to the sidewalks and paved areas of the Encroachment Area in order to preserve and maintain the condition of the Encroachment Area. All such repairs and maintenance shall be performed in a good and competent manner, be at least equal in quality and usefulness to the original components, and not diminish the overall value of the Encroachment Area.

8. **REQUIREMENTS OF PUBLIC LAWS:** Sigraz, and its tenant(s), shall suffer no waste or injury to the Encroachment Area and shall comply with all federal, state, and municipal laws, ordinances and regulations applicable to the structure, use, and occupancy of the Encroachment Area. In addition, Sigraz, and its tenant(s), shall effect the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Encroachment Area.

9. **RIGHT TO ENTER AND CURE:** City shall retain the right to enter upon the Encroachment Area at any time for the purpose of inspecting the Encroachment Area, ascertaining compliance with this Agreement, and making any repairs, which City deems necessary because of

any failure of Sigraz, and/or its tenant(s), to meet their obligations under this Agreement. The cost of any such repairs shall be deemed additional compensation payable to the City on demand. Any entry upon the Encroachment Area for cure and repair shall be accomplished by City at reasonable times and in the exercise of reasonable discretion by the City. The making of any repairs by City shall not constitute a waiver by City of any right or remedy upon Sigraz's, and/or its tenant(s)', default in making repairs.

10. **NOTICE:** Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

City: Department of General Services
Attn: Mr. James Resolute, Jr.
232 E. Main Street, Suite 250
Norfolk, Virginia 23510

Sigraz: Sigraz, LLC
Attn: Mr. Sture Sigfred
305 Brooke Avenue, Unit 404
Norfolk, Virginia 23510

With copies to: City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

11. **DESTRUCTION:** If the encroaching structures or any part thereof shall be damaged or destroyed by fire, lightning, vandalism, or by any other casualty or cause, the permission granted hereby shall be automatically terminated unless the parties agree, in writing, to continue to permit the encroachments granted by this Agreement.

12. **NON-LIABILITY OF CITY:** City shall not be liable for any damage or injury which may be sustained by Sigraz, its tenant(s), or any other person as a consequence of the failure,

breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power, conveyor, refrigeration, sprinkler, hearing or other systems, elevators or hoisting equipment, if any, upon the Encroachment Area, or by reason of the elements; or resulting from acts, conduct or omissions on the part of Sigraz, its tenant(s), or their agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or entity.

13. **REMOVAL OF SNOW:** Sigraz, and its tenant(s), agree to remove or cause to be removed, as the need for the same arises, snow and ice from the Encroachment Area.

14. **ALTERATIONS:** Sigraz, and its tenant(s), covenant and agree that they will not make any improvements, changes installations, renovations, additions, or alterations in and about the Encroachment Area without the prior written consent of the City other than the approval given by Norfolk's Design Review Committee and Norfolk's Planning Commission. If Sigraz, and/or its tenant(s), install or make any improvements, additions, installations, renovations, changes on or to the Encroachment Area with the approval of City, Sigraz, and its tenant(s), hereby agree to remove, if requested by City, any improvements, additions, installations, and renovations, changes on or to the Encroachment Area upon termination of this Agreement. In the event Sigraz, and/or its tenant(s), fail to remove the improvements, additions, installations, renovations, and changes on or to the Encroachment Area when requested to do so by City, then the City may remove the improvements, additions, installations, renovations, changes and Sigraz, and its tenant(s), shall be jointly and severally liable for paying for the cost of such removal.

15. **ASSIGNMENT AND SUBLETTING:** City and Sigraz agree that the permission to encroach granted hereby is for the benefit of Sigraz and its tenant(s), and may not be assigned by Sigraz without written approval from Norfolk's City Manager. Further, upon Sigraz's lease of the premises (adjoining the Encroachment Area) to a tenant, Sigraz shall have any such tenant

execute a copy of this Agreement, acknowledging acceptance of the terms and conditions set forth herein.

16. **SURRENDER:** Sigraz, and its tenant(s), will surrender possession of the Encroachment Area to City and remove all goods and chattels and other personal property therefrom upon termination of the permission granted hereby. Sigraz, and its tenant(s), shall return the Encroachment Area to the City in as good order and condition as it was at the beginning of Sigraz's use of the Encroachment Area. If Sigraz, and its tenant(s), have been requested to remove and fail to remove all items from the Encroachment Area upon termination hereof, City is authorized to remove and dispose of any such personal property and Sigraz, and its tenant(s), shall be jointly and severally liable to City for the cost of any removal and disposal.

17. **INSURANCE:** Sigraz, and/or its tenant(s), shall maintain in full force and effect Commercial General Liability ("CGL") insurance with a combined single limit policy of bodily injury, death and property damage insurance of One Million and 0/100 Dollars ($1,000,000) per occurrence and Two Million and 0/100 Dollars ($2,000,000) general aggregate insuring against all liability arising out of the use, occupancy, or maintenance of the Encroachment Area and appurtenant areas. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under insured contract. The City, its officers, employees, agents and representatives shall be named as additional insured on any such policy. Coverage shall be evidenced by a Certificate of Insurance provided to the City within thirty (30) days after adoption of this Agreement. All insurance policies and certificates shall provide for thirty (30) days advance notice in writing to City if the insurance is cancelled or modified. Sigraz, and its tenant(s), shall inform the City Attorney and the

Department of General Services within 15 days of receiving such notice or cancellation, and immediately obtain coverage compliant with this agreement.

Further, Sigraz, and its tenant(s), shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least $500,000 per accident/disease, and policy limit of $500,000 covering any of Sigraz's employees, its tenant's employees, whose work occurs within the premises which are subject to this agreement.

18. **INDEMNIFICATION**: Sigraz, and its tenant(s), shall indemnify and save harmless City from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions of any kind arising out of the use and occupation of the Premises by reason of any breach or nonperformance of any covenant or condition of this Agreement by Sigraz, or its tenant(s), or by Sigraz's, or its tenant(s)', intentional act or negligence, and not caused in whole or in part by City. This indemnification shall extend to all claims of any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by City in the defense of such claims or incurred by City as a result of a breach of any provision of this Agreement by Sigraz, and/or its tenant(s), but does not extend to circumstances caused in whole or in part by City.

19. **FIXTURES:** City covenants and agrees that no part of the improvements constructed, erected or placed by Sigraz, or its tenant(s), in the Encroachment Area shall be or become, or be considered as being, affixed to or a part of the right of way, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of City and Sigraz, and its tenant(s), to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Sigraz, and/or its tenant(s), in the Encroachment Area shall be and remain the property of Sigraz, and/or its tenant(s), unless such improvements are not removed upon termination of this Agreement.

20. **ENVIRONMENTAL:**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. SS6901 et seq.) (IIRCRAII), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. SS9601 et seq.) (CERCLAII) or any other federal, state, or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPAII) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of Sigraz, and/or its tenant(s), including but not limited to the Sigraz's, or its tenant(s)', interest in the Encroachment Area or any of Sigraz's, and/or its tenant(s), property located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that Sigraz, and its tenant(s), may be permitted under applicable law to use the Encroachment Area for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, Sigraz, and its tenant(s), shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. Sigraz, or its tenant(s), shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances in the Encroachment Area. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance in the Encroachment Area, Sigraz, and its tenant(s), shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of City.

(c) Sigraz, and its tenant(s), shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, any successor, or new environmental laws. Upon the receipt of any Notice, Sigraz, and its tenant(s), shall notify City promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to Sigraz, and/or its tenant(s), whether due to merger, sale of assets or other business combination or change of control.

(e) Sigraz, and its tenant(s), hereby agrees to defend (with counsel satisfactory to City) and indemnify and hold City harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances in the Encroachment Area and losses and claims against City

resulting from Sigraz's, and/or its tenant(s), failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

22. **LIENS OR ENCUMBRANCES :** If because of any act or omission of Sigraz, and/or its tenant(s), any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Encroachment Area, Sigraz, and its tenant(s), shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the City to Sigraz, and/or its tenant(s), of the filing thereof, and Sigraz, and/or its tenant(s), shall have the right to contest the validity of such lien if they so choose.

23. **APPLICABLE LAW:** The permission granted by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or legal proceeding relating to permission granted hereby shall be brought only in the state or federal courts located in the Eastern District of Virginia.

24. **WAIVER OF TRIAL BY JURY:** To the extent permitted by law, City and Sigraz, and its tenant(s), mutually waive their rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other with respect to any dispute or claim arising out of the permission to encroach granted to Sigraz, and its tenant(s), by this agreement.

25. **OTHER REQUIREMENTS:**

(a) Sigraz, and its tenant(s), shall comply with the City of Norfolk's Downtown Outdoor Dining Policy.

(b) Sigraz, and its tenant(s), shall comply with all requirements of the City of Norfolk Department of Public Health with respect to the use of the Encroachment Area.

(c) The use of the Encroachment Area shall be subject to the jurisdiction and review of the City of Norfolk's Design Review Committee.

(d) Sigraz's, and its tenant(s)', use of the Encroachment Area shall not interfere with any water meters or sewer cleanouts.

(e) A trashcan compatible in design and style with the table and chairs will be provided for the outdoor dining, and trash shall be removed daily.

(f) Tables and chairs will be arranged according to plan approved by Norfolk's Design Review Committee.

26. **TITLES AND HEADINGS**: Titles and headings are inserted in this Agreement for reference purposes only, and shall not be used to interpret the Agreement.

27. **SEVERABILITY**: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision or portion shall be deemed reformed, insofar as is possible, to cure the defect and give maximum effect to the intent of the City and Sigraz, and its tenant(s), entering into this Agreement, and in any event the remainder of the Agreement shall continue in full force and effect.

28. **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding between or on behalf of the City and Sigraz, and its tenant(s), and supersedes any prior understandings and/or written or oral agreements between them or on their behalf respecting the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement may be modified or amended only by a writing signed and dated by both parties. All amendments shall be incorporated and made a part of this Agreement, and attached hereto.

29. **SUCCESSORS AND ASSIGNS**: All rights hereunder shall inure to the benefit of and all obligations hereunder shall be binding upon successors, assigns, subsidiaries, subrogees, parents, agents, employees, attorneys, accounts, legal representatives, directors, shareholders, heirs, and executors or administrators of each of the parties to this Agreement.

30. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** At all times during which any term of this Agreement is in effect, Sigraz, and its tenant(s), do not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed either by Title 8, Section 1324a of the United states Code or the U.S. Attorney General.

31. **AUTHORITY TO EXECUTE:** The terms of this Agreement are contractual and not mere recital, and the individuals executing this Agreement hereby represent and warrant that they have full and complete authority to covenant and agree as herein provided and to execute this Agreement on behalf of the Parties hereto.

32. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Sigraz, and its tenant(s), hereby represent that they are organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

33. **COUNTERPARTS**: The Agreement may be signed in counterparts. The Parties hereto agree that facsimile or email signatures shall have the full force and effect of original signatures.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Encroachment Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By:_____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Deed of Easement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ___ day of _____, 2016.

_____
Notary Public
Registration: _____

Approved as to Contents:

_____
Director of General Services

Approved as to Form and Correctness

_____
Deputy City Attorney

SIGRAZ, LLC

By:_____
Title:_____

COMMONWEALTH OF VIRGINIA
GRANTOR OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____(Title) of Sigraz, LLC whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

Tenant Endorsement and Acceptance:

Tenant: _____

By:_____
Title:_____

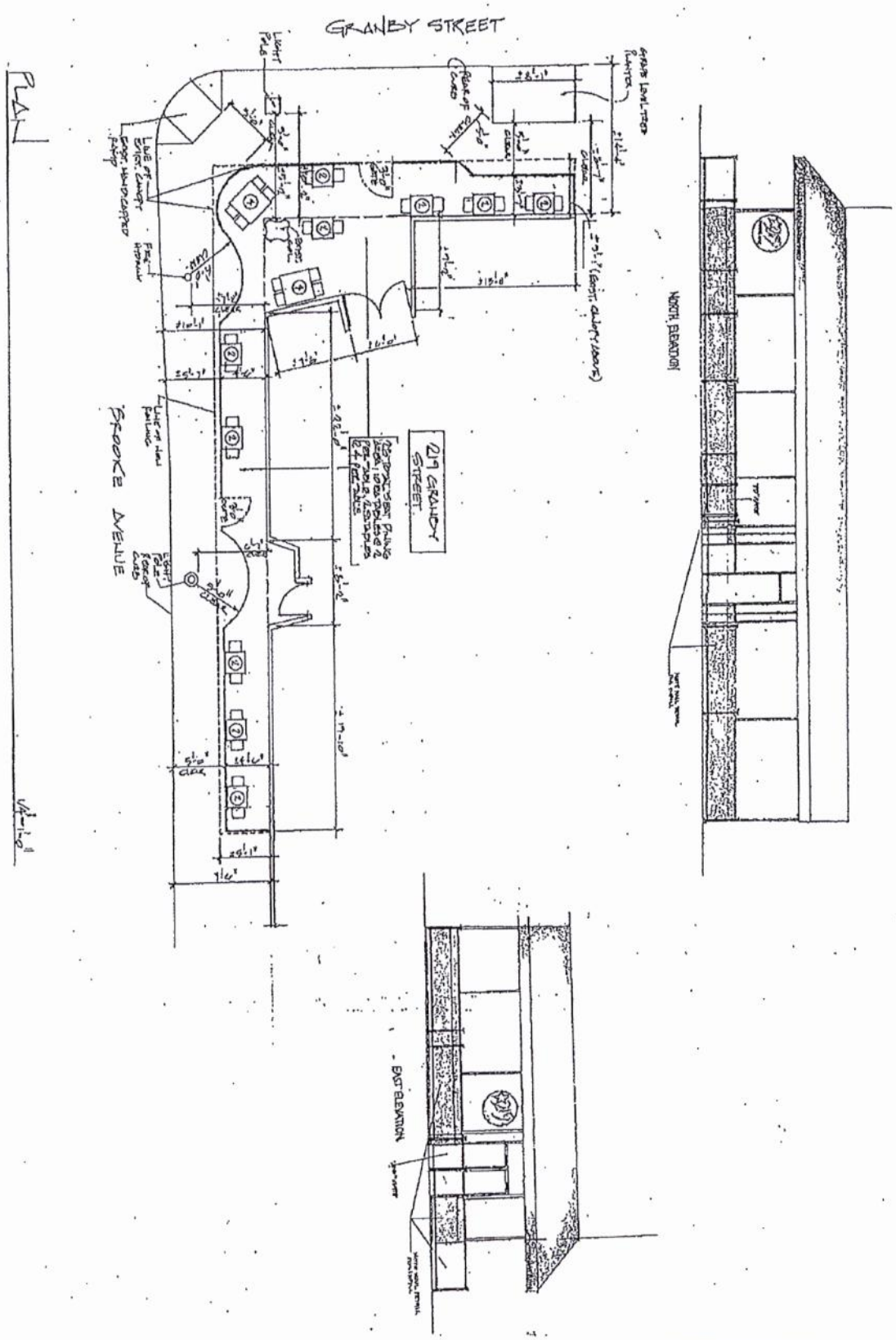
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, do hereby certify that _____, _____(title) of _____ whose name is signed to the foregoing Encroachment Agreement, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this ____day of _____, 2016.

_____
Notary Public
Registration: _____

EXHIBIT A



A-1		DALE REVEY & ASSOCIATES ARCHITECTURE		Outdoor Dining Area for 219 Granby Street Norfolk, Virginia	

C: Executive Director, Nauticus

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: Stephen Kirkland, Executive Director
The Nauticus Foundation

Subject: A Grant Agreement between the City of Norfolk and The Nauticus Foundation for the improvement of their educational sailing program and the purchase of the Schooner Virginia

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number:
R-21

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** The Nauticus Foundation
One Waterside Drive
Norfolk, Virginia 23510

III. **Description:**
This agenda item is an ordinance to approve a grant agreement between the City of Norfolk (the "city") and The Nauticus Foundation ("Nauticus") for the improvement of their educational sailing program and the purchase of the Schooner Virginia, a tall ship currently owned by the Virginia Maritime Heritage Foundation (the "Schooner").

IV. **Analysis**
The City will receive $1,000,000.00 from the Commonwealth of Virginia (the "State Funds") for the purpose of purchasing the Schooner. The State Funds will enable Nauticus to purchase the Schooner and assist with its ongoing maintenance and repairs.

The Schooner will further enhance the Nauticus sailing program, Sail Nauticus, and its mission to support at-risk youth throughout Hampton Roads. The vessel will serve as a training ship for educational programs and help introduce students to the mechanics, physics, and methods of sailing operations. These students will have a once-in-a-lifetime opportunity to participate in sailing a historically accurate replica of a 1917 Virginia Pilot schooner.

Day sails and training excursions within the Chesapeake Bay will be planned. Further, the vessel will be part of Nauticus' general programming. Visitors from across the country will

have the chance to board the Commonwealth's flagship and learn more about the region's maritime heritage.

V. Financial Impact

The purpose of the grant is to enable Nauticus to purchase the Schooner and assist with its ongoing maintenance and repairs. The amount of the grant is $1,000,000 and will be provided to Nauticus upon satisfaction of the following conditions:

- The City shall have received the State Funds from the Commonwealth.
- The representations and warranties set forth in the Grant Agreement shall be true and correct as of the date the agreement is executed, and shall continue to be true and correct at the time of the proposed disbursement of the grant payment.

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 Nauticus Foundation and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Grant Agreement

3/31/16mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Executive Director, Nauticus

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.

$ 1,000,000 00 2016 2275 4089
Account

_____ 4/6/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDS FROM THE COMMONWEALTH OF VIRGINIA FOR THE PURPOSE OF ENABLING THE NAUTICUS FOUNDATION TO PURCHASE SCHOONER VIRGINIA, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF NORFOLK AND THE NAUTICUS FOUNDATION, APPROPRIATING FUNDS AS CONTEMPLATED BY THE TERMS OF THE GRANT AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE CITY.

- - -

WHEREAS, The Nauticus Foundation desires to purchase the Schooner Virginia, a tall ship currently owned by the Virginia Maritime Heritage Foundation (the "Schooner"); and

WHEREAS, the City anticipates that it will receive $1,000,000.00 from the Commonwealth of Virginia for the purpose of enabling The Nauticus Foundation to purchase the Schooner (the "State Funds"); and

WHEREAS, the City has agreed to provide the State Funds to The Nauticus Foundation to enable the The Nauticus Foundation to purchase the Schooner and to assist with the cost of ongoing maintenance and repairs; and

WHEREAS, the parties wish to enter into a Grant Agreement (the "Agreement"), a copy of which is attached hereto, to set forth the terms and conditions upon which the City will provide funds to The Nauticus Foundation for the purchase of the Schooner and for the ongoing maintenance thereof; now, therefore

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

Section 1:- That the City Manager is authorized to accept the State Funds in the amount of $1,000,000.00 from the Commonwealth of Virginia.

Section 2:- That the terms and conditions of the Grant Agreement between the City of Norfolk and The Nauticus Foundation are hereby approved.

Section 3:- That the State Funds in the amount of $1,000,000.00 are hereby appropriated and authorized for expenditure pursuant to the terms of the Grant Agreement for the purchase of the Schooner Virginia and its ongoing maintenance and repairs.

Section 4:- That the City Manager is authorized to correct, amend, or revise the Grant Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Grant 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 5:- That this ordinance shall be in effect from and after its adoption.

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made as of the 12th day of April, 2016, between the **CITY OF NORFOLK,** a municipal corporation of the Commonwealth of Virginia, (the "City"), and **THE NAUTICUS FOUNDATION** ("Grantee").

WITNESSESTH:

WHEREAS, the Grantee desires to purchase the Schooner Virginia, a tall ship currently owned by the Virginia Maritime Heritage Foundation (the "Schooner"); and

WHEREAS, the City anticipates that it will receive $1,000,000.00 from the Commonwealth of Virginia for the purpose of purchasing the Schooner (the "State Funds") and has agreed to provide the State Funds to the Grantee to enable the Grantee to purchase the Schooner and to assist with the cost of ongoing maintenance and repairs; and

WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions upon which the City will provide funds to the Grantee for the purchase of the Schooner and the ongoing maintenance thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The Grant.

1.1 **Purpose of the Grant**. The purpose of the grant is to enable the Grantee to purchase the Schooner and to assist with the cost of ongoing maintenance and repairs.

1.2 **Grant Amount**. The amount of the grant shall be One Million and 00/100 Dollars ($1,000,000.00) (the "Grant Amount").

2. General Conditions to Grant.

2.1 **Payment Timing**. Subject to the conditions and limits set forth below, the City shall disburse the full Grant Amount to the Grantee within thirty (30) days after the Grantee has entered into agreement with the Virginia Maritime Heritage Foundation for the Grantee's purchase of the Schooner (the "Purchase Agreement").

2.2 **Conditions to Initial Grant Disbursement**. The disbursement of the Grant shall be subject to the satisfaction of the following conditions:

A. The City shall have the received the State Funds from the Commonwealth.

B. The representations and warranties set forth below shall be true and correct as of the date of this Agreement, and shall continue to be true and correct at the time of the proposed disbursement of the Grant payment.

3. Representations and Warranties. Grantee covenants, represents and warrants to the City that:

3.1 **Due Organization, Authority and Qualification**. Grantee has the full power and authority to enter into this Grant Agreement for the purposes set forth herein and Grantee is a duly organized and validly existing corporation under the laws of the Commonwealth of Virginia and has the power and authority to enter into this Agreement.

4. Obligations of Grantee.

4.1 **Maintenance; Repairs.** Any Grant funds remaining after the purchase of the Schooner shall be used solely for the purposes of maintenance and repair of the Schooner.

4.2 **Reimbursement if Fail to Close**. In the event the Grantee does not close upon the purchase of the Schooner in accordance with the terms of the Purchase Agreement, the Grant funds shall be reimbursed to the City upon the request of the City and the terms and conditions of this Agreement shall be of no further force or effect.

5. General Matters.

5.1. **Exculpation**.

A. No person executing this Agreement on behalf of either party shall be liable personally thereon by reason of the execution and delivery hereof. This Agreement is not, and shall not be deemed to constitute, a general obligation of the City. In no event shall any amounts payable under this Agreement be payable out of funds or properties other than as set forth herein. This Agreement shall not constitute indebtedness within the meaning of any municipal debt limitation or restriction.

B. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the City or Grantee in his or her individual capacity, and no such director, officer, employee or agent shall be subject to any liability under this Agreement or with respect to any other action taken by him or her.

5.2 **Assignment**. Grantee's rights under this Agreement may not be assigned without the City's prior written permission.

5.3 **Non-Waiver**. The failure of the City to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by the City of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and duly signed by the City.

5.4 **Severability**. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected, unless such invalidity would create undue hardship to the City, or is essential to its rights, in which event the City has the right to terminate this Agreement on written notice to Grantee.

5.5 **Applicable Law**. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Virginia. In the event of a conflict arising hereunder, venue shall be in the Circuit Court of the City of Norfolk.

5.6 **Interpretation**. For the purpose of construing this Agreement, 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, limited liability company, business trust 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.

5.7 **Notices**. All notices or other communications required or desired to be given with respect to this Agreement 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. The notice addresses for the City and the Grantee shall be as set forth below:

If to the City:

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

With a copy to:

City Attorney
810 Union Street
900 City Hall Building
Norfolk, VA 23510

If to the Grantee:

The Nauticus Foundation
Steven Kirkland, Execute Director
One Waterside Drive
Norfolk, VA 23510

5.8 **Non-Discriminatory Policies.**

A. Grantee will not discriminate against any employee or applicant for employment because of the race, religion, color, sex or national origin of the employee or applicant for employment in violation of applicable law, except where religion, sex or national origin is *a bona fide* occupational qualification reasonably necessary to the normal operation of Grantee. Grantee agrees to post in conspicuous places, available to employees and applicants for employment by it, notices relating to nondiscrimination policies as may be required by applicable law.

B. Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee will state that Grantee is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

5.9 **Entire Agreement; Counterparts**. This Agreement constitutes the entire agreement between the parties with respect to the Grant, supersedes all prior understandings and writings and may be amended or modified only by a writing signed by the City and Grantee. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

5.10 **Third Party Beneficiary**. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

5.11 **Time of the Essence**. Time is of the essence in the performance of the obligations of the parties under this Agreement.

5.12 **Successors and Assigns**. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF NORFOLK

By: _____
Marcus D. Jones, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENTS:

_____
Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
Assistant City Attorney

THE NAUTICUS FOUNDATION

By: _____
Name: _____
Title: _____

City of NORFOLK

C: Dir., Norfolk Community Services Board

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: Sarah Paige Fuller, Director, Community Services Board

Subject: Grant Award from the Virginia Department of Behavioral Health and Developmental Services for Implementation of the Partnership for Success Strategic Prevention Framework

Ward/Superward: All

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-22**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept an annual grant award of $145,000 from the Virginia Department of Behavioral Health and Developmental Services ("VDBHDS") for the implementation of the Partnership for Success Strategic Prevention Framework and to authorize the expenditure of the grant funds.

IV. **Analysis**
This grant is an award of up to $145,000 per year for five (5) years. It has been added to the Norfolk Community Services Board's (the "CSB's") Performance Contract with the state. This grant award will be used to assist in the prevention of prescription drug abuse and heroin overdoses in youth and young adults in the City of Norfolk (the "city").

V. **Financial Impact**
This grant provides the CSB up to $145,000 annually for five (5) years, beginning in FY 2016. No local cash match is required for this grant.

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

The grant award was reviewed by the CSB Board of Directors

IX. Coordination/Outreach

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

Supporting Material from the Community Services Board:

- Ordinance
- Award letter

3/23/16 - bjl

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Norfolk Community Services Board

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.

$ 145,000 2275-31-9151 bc
Account

Director of Finance 3/24/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING A GRANT AWARD TO THE CITY OF UP TO $145,000 PER YEAR FOR FIVE (5) YEARS BEGINNING WITH FISCAL YEAR 2016 FROM THE VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE GRANT FUNDS BY THE CITY TO PREVENT PRESCRIPTION DRUG ABUSE AND HEROIN OVERDOSE IN YOUTHS AND YOUNG ADULTS.

- - -

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

Section 1:- That a grant award to the City for the Community Services Board of up to $145,000 per year for five (5) years beginning with Fiscal Year 2016 from the Virginia Department of Behavioral Health and Developmental Services to prevent prescription drug abuse and heroin overdoses in youths and young adults is hereby accepted.

Section 2:- That $145,000 in grant funds are hereby appropriated and authorized for expenditure by the City in Fiscal Year 2016 to prevent prescription drug abuse and heroin overdoses in youths and young adults, if and when the funds are received.

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

COMMONWEALTH of VIRGINIA

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, Virginia 23218-1797

Jack Barber, M.D.
Interim Commissioner

Telephone (804) 786-3921
Voice/TDD (804) 371-8977
www.dbhds.virginia.gov

MEMORANDUM

TO: Sarah Paige Fuller, Executive Director
Claudia Sparks, Prevention Director

FROM: Gail Taylor, Director, Office of Behavioral Health Wellness

DATE: November 11, 2015

RE: Funding for CSBS/BHAs to Implement the SAMHSA Partnership for Success Strategic Prevention Framework (PFS SPF) in Partnership with their Local Prevention Coalition

Funding in the amount of $145,000 is being awarded to the Norfolk CSB through the DBHDS PFS SPF to prevent prescription drug abuse and heroin overdoses. Guidance for the implementation of this funding will be outlined in further detail once DBHDS receives further instructions from SAMHSA. Initial guidance is as follows:

- Hire and secure a staff person to implement the PFS SPF initiative as needed
- Allocate travel resources to grantee kick off meeting for CSB Prevention Lead, PFS SPF Staff person and Coalition member in spring 2016 in Richmond, VA.
- Allocate resources for PFS SPF Staff person and Coalition member for the 2016 NPN Conference.
- Begin a local needs assessment with your coalition that addresses the following:
  - Collecting local data demonstrating need
  - Define the "why here" prescription drugs and/or heroin are a problem in your catchment area
  - Look at the health disparities data
  - Define project targets such as specific groups, geographic areas, communities, demographics, etc.
- Build and enhance coalition capacity to prevent prescription drug abuse and heroin overdoses, i.e. identification and addition of coalition members specific to this topic area; educating coalition members on the topic, etc.

Partnership for Success Strategic Prevention Framework Participation Acknowledgement Form

CSB: Norfolk

Prevention Director: Claudia Sparks

Coalition Name: Norfolk Prevention Network

Coalition Chairperson: Pam Wong

Signed:

CSB/BHA Executive Director — Date: 12/28/15

CSB Prevention Director — Date: 12/10/15

Coalition Chairperson — Date: 12/9/15

NORFOLK

Inter Departmental Memorandum

TO:	Anne Marie Strano, Grants Management
FROM:	Sarah Paige Fuller, CSB
COPIES TO:	Claudia Sparks, Prevention Manager for CSB
SUBJECT:	Partnership for Success Funding to Norfolk CSB
DATE:	December 11, 2015

I am scanning and attaching to this an award notice from the Virginia Department of Behavioral Health and Developmental Services for your review and to forward to the City Manager.

Title:	Partnership for Success
Funding Source:	SAMHSA Grant awarded to State (federal award to state), with Norfolk selected as one of the implementation sites.
Grant Time:	9/30/2015 – 9/29/2020
Award Amount:	$145,000 annually (no match)
Payment:	Will be added to the CSB Performance Contract and paid through bi-weekly warrants
Activities:	Implement new activities to prevent prescription drug abuse and heroin overdose for 12-25 year olds in Norfolk.
Local Expectations:	-Hire and secure a staff person to implement the project -Allocate travel resources to grantee kick-off meeting and conference -Begin local needs assessment with local coalition -Provide activities for education to the community
How selected:	Norfolk and 11 other Virginia localities identified as having the highest rates of prescription drug abuse and heroin overdoses in the state. The other localities awarded were: Roanoke, Danville, New River Valley, Northwestern, Piedmont, Richmond, and Chesterfield.

Action needed: **Request City Manager to approve CSB Director to sign the attached acknowledgement form to begin receipt of funds for this activity.**

☑ Approved
☐ Not Approved

Marcus D. Jones, City Manager

C: Dir., Cultural Facilities, Arts and Entertainment

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

From: John Rhamstine, Director
Cultural Facilities, Arts and Entertainment

Subject: Extension of Lease for the Offsite Gallery at World Trade Center, 101 West Main Street

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-23**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Department of Cultural Facilities, Arts and Entertainment

III. **Description:**
This agenda item is an ordinance to extend the term of a lease agreement between WTC Financial Associates, LLC, 435 East WTC, LLC (collectively "Owners"), and the City of Norfolk (the "city").

IV. **Analysis**
This is a lease agreement with the Owners of the building located at 101 West Main Street to operate a community gallery, known as the Offsite Gallery, on the main floor of the World Trade Center. The Offsite Gallery, managed by the Department of Cultural Facilities, Arts and Entertainment, has operated successfully in the World Trade Center for the past year.

V. **Financial Impact**
The Owners do not charge the city for the lease of the space. This lease brings mutual benefit to the city and artists. Artists submit proposals at no charge. Exhibitions are selected by a committee of local art experts through a fair and open process. City staff install the artwork and promote the exhibitions and other free community events. Artists have the opportunity to sell their artwork and pay the city 30% of any sales.

VI. **Environmental**
N/A

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

VII. Community Outreach/Notification

Every 12 – 18 months a request for submissions is advertised extensively through local and social media networks. Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of Cultural Facilities, Arts and Entertainment, the City Attorney's Office and the Downtown Norfolk Council.

Supporting Material from the Department of Recreation, Parks & Open Space:

- Ordinance

3/14/2016mr

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved:

By _____
Dept. of Cultural Facilities, Arts and Entertainment

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO LEASE BETWEEN WTC FINANCIAL ASSOCIATES, LLC, 435 EAST WTC, LLC AND THE CITY OF NORFOLK FOR A PORTION OF THAT CERTAIN PROPERTY LOCATED AT 101 WEST MAIN STREET, SUITE 100 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF NORFOLK.

- - -

WHEREAS, the WTC Financial Associates, LLC and 435 East WTC, LLC (together, the "Landlord") entered into that certain Lease Agreement dated February 6, 2015 (the "Lease") for a portion of the premises known as Suite 100 in the World Trade Center located at 101 West Main Street in the City of Norfolk; and

WHEREAS, the parties desire to extend the term of the Lease for one (1) additional year; now, therefore

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

Section 1:- That the terms and provisions of the First Amendment to Lease between WTC Financial, LLC, 435 East WTC, LLC and the City, a copy of which is attached hereto as Exhibit "A", are hereby approved.

Section 2:- That the City Manager is authorized to correct, amend, or revise the Amendment to Lease as he may deem necessary in order to carry out the intent of the Council and to execute the Amendment as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

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

FIRST AMENDMENT TO LEASE

(101 West Main Street)

THIS FIRST AMENDMENT TO LEASE is made and entered into as of the 1st day of March, 2016, by and between the WTC FINANCIAL ASSOCIATES, LLC, a Delaware limited liability company, and 435 EAST WTC, LLC, a Delaware limited liability company (together, *"Landlord"*), with its principal office at 999 Waterside Drive, Suite 2300, Norfolk, Virginia 23510, and THE CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia (*"Tenant"*), with its principal office at 810 Union Street, Suite 1100, Norfolk, Virginia 23510.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated February 6, 2015 (the "Lease") for a portion of the premises known as Suite 100 in the World Trade Center located at 101 West Main Street in the City of Norfolk; and

WHEREAS, the parties desire to extend the term of the Lease for up to one (1) additional year.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants stated herein, the parties hereto agree as follows:

1. Term; Early Termination. The Term of the Lease shall be extended for one (1) year from the Expiration Date of the Lease (the "Renewal Term"). As used in the Lease, "Term" shall mean the initial Term as extended by the Renewal Term and the Expiration Date shall be February 28, 2017. Notwithstanding anything to the contrary herein, Landlord shall have the right to terminate the lease at any time upon thirty (30) days' notice to Tenant.

2. Modification. Except as expressly modified hereby, all terms and conditions of the Lease shall remain in full force and effect.

3. Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

[signature pages to follow]

WITNESS the following signatures and seals:

LANDLORD:

WTC FINANCIAL ASSOCIATES, LLC
a Delaware limited liability company

BY: WTC Managing Co., LLC
a Delaware limited liability company

By:_____
Name:_____
Title:_____

435 EAST WTC, LLC
a Delaware limited liability company

By: 435 EAST WTC MANAGING CO., LLC
a Delaware limited liability company

By:_____
Name:_____
Title:_____

TENANT:

CITY OF NORFOLK,
a municipal corporation of the Commonwealth of Virginia

By:_____
Name: Marcus D. Jones
Title: City Manager

Attest:

_____
City Clerk

Approved as to content:

_____
Director, Department of Cultural Facilities

Approved as to form and correctness:

_____
Assistant City Attorney

C: Dir., Department of Development

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

April 12, 2016

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

Subject: An ordinance to amend the Waterside Lease and Grant Agreement

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-24**

I. **Recommendation** Adopt Ordinance

II. **Applicant** City of Norfolk

III. **Description**

This agenda item is an ordinance to amend the Deed of Lease and Development Agreement dated October 31, 2013 ("Lease Agreement") and the Performance Based Grant and Memorandum of Agreement dated October 31, 2013 ("Grant Agreement"). The amendments to the Lease and Grant Agreement permit the demolition of the 1990 expansion portion of Waterside, the use of a portion of the expansion site for limited parking, and the addition of real estate as part of the basis to earn and fund the Performance Grant. The sole source of funds for the Grant shall be revenue generated by the Development that is directly or indirectly collected or received by the City.

IV. **Analysis**

The planned renovations to the Waterside structure, at no cost to the City, will reposition the Wasterside Festival and Marketplace to the Waterside District. The amendments memorialize the evolution of the project from the Waterside Live! concept adopted in October 2013 to the current Waterside District concept. The evolution of the project is based on the developers' due diligence in securing the proper tenant mix and have accordingly right-sized the facility to support a marketplace and brew house concept rather than a live entertainment concept. Approval of this ordinance will enable the developer to finalize designs, proceed with exterior demolition plans and construct the project. Targeted opening of Waterside District is spring of 2017.

V. **Financial Impact**

The City and Cordish entered into a financial arrangement whereby selected revenues generated from Waterside District will be shared by both entities. This revenue sharing model is most accurately referred to as "but for", if it were not for this project, the City would not

benefit from any of the associated revenues. The amendment to the Grant Agreement adds 0.917 percent of the assessed value of the real estate at the Development each year during the Grant Term in addition to the existing Sales, Food and Beverage and Admissions. The maximum amount of the grant remains capped at $32 million or 80% of eligible costs over a 20-year period and funds will only be provided when and if collected by the City.

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 and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- First Amendment to Deed of Lease and Development Agreement
- First Amendment to Performance Based Grant and Memorandum of Agreement

3/21/16 sb/lm

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE WATERSIDE LEASE AND GRANT AGREEMENT.

- - -

WHEREAS, the NRHA, (Lessor and Grantor) and Norfolk District Associates, LLC ("Cordish") entered into the Deed of Lease and Development Agreement dated October 31, 2013 ("Lease Agreement") and the Performance Based Grant and Memorandum of Agreement dated October 31, 2013 ("Grant Agreement");

WHEREAS, the City of Norfolk ("City") has executed the Lease to acknowledge its rights and obligations under the Lease;

WHEREAS, the City and Cordish desire that the Lease and Grant Agreement be amended to permit the demolition of the expansion portion for the Waterside, the use of a portion of the expansion site for limited parking, and the addition of Waterside real estate as part of the basis to earn and fund the $32,000,000 "but for" performance grant heretofore appropriated to fund the City's obligations under the Cooperation Agreement with NRHA;

WHEREAS, the City requests that NRHA as owner and Lessor agree to the amendments; now, therefore,

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

Section 1:- That the City requests that NRHA as Lessor and Grantor enter into the attached amendments.

Section 2:- That the City Manager is authorized to take such steps as are necessary to facilitate the amendments and the City Attorney is authorized to give the requested opinions which are activities covered by City Code Section 2-155.

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

FIRST AMENDMENT TO
DEED OF LEASE AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEED OF LEASE AND DEVELOPMENT AGREEMENT (this "**First Amendment**") is made and entered as of this ___ day of March, 2016 (the "**First Amendment Effective Date**"), by and between the **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a duly organized and existing political subdivision of the Commonwealth of Virginia (the "**Lessor**"), and **NORFOLK DISTRICT ASSOCIATES, LLC**, a Maryland limited liability company ("**Lessee**". Lessor and Lessee are each hereinafter individually called a "**Party**" and collectively called the "**Parties**").

RECITALS

A. On October 31, 2013, the Parties entered into a certain Deed of Lease and Development Agreement (the "**Lease Agreement**").

B. The Parties desire to amend the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties hereto, it is hereby agreed as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein by reference as if set forth in the body of this First Amendment.

2. Defined Terms. Each capitalized term used herein and not otherwise defined herein shall have the meanings ascribed to it in the Lease Agreement.

3. Amendments to the Lease Agreement. The Lease Agreement is hereby amended as follows:

(i) **Project Plan and "Expansion" Site**. **Exhibit "I-1"** of the Lease is hereby deleted and replaced with **Exhibit "I-1"** attached hereto. Notwithstanding anything to the contrary contained in the Lease Agreement, as part of the Project, Lessee shall have the right to demolish the "Waterside Expansion" and create a future development site (the "**Expansion Site**") with appropriate landscaping, as generally depicted on the Project Plan. The Lessee shall have the right to utilize the Expansion Site as a landscaped parking area for the use of Lessee and its invitees and as an area for temporary events and other ancillary uses that complement the overall development. In addition, Lessee shall have the right to construct and operate an expansion of the Project on the Expansion Site. Notwithstanding any provision to the contrary in the Lease Agreement as amended or the Performance Based Grant Memorandum of Agreement as amended, the height of any expansion of the Project on the Expansion Site shall not exceed the approximate height of the Waterside. The number of parking spaces to be located on the Expansion Site shall be subject to the approval of the City Manager of the City, which approval shall not be unreasonably withheld or delayed.

(ii) **Initial Minimum Size of Project.** Initially, the Project will contain at least fifty thousand (50,000) square feet of space, including Improvements and space intended to be leased to one or more Subtenants (however, Lessee shall not be obligated to construct improvements for Subtenants).

4. Approval of Schematic Plans. Lessor hereby acknowledges that prior to the date hereof Lessor has approved the Schematic Plans.

5. Representations and Warranties. All of the representations and warranties contained in Section 18 of the Lease Agreement are hereby ratified and confirmed and deemed made as of the First Amendment Effective Date. In addition, all references to the Lease Agreement contained in Section 18 of the Lease Agreement shall be deemed to mean the Lease Agreement, as modified and amended by this First Amendment.

6. Opinion of Counsel. On the First Amendment Effective Date the Lessor shall furnish to Lessee an opinion of counsel, in form and substance reasonably acceptable to Lessee and customary in like transactions, as to the due authorization of the execution of the Agreement and the First Amendment and the enforceability of the Agreement and this First Amendment against the Lessor.

7. Governing Law. This First Amendment shall be construed under and shall be governed by the laws of the Commonwealth of Virginia.

8. Authorization. Each of the parties to this First Amendment represents and warrants to the other that such party is authorized to enter into this First Amendment and have taken all necessary action to approve the execution of this First Amendment.

9. Ratification. Except as specifically set forth in this First Amendment, all provisions of the Lease Agreement shall remain in full force and effect. The Lease Agreement as amended by this First Amendment is hereby ratified and confirmed. In the event of any conflict between the terms and provisions of the Lease Agreement and the terms of this First Amendment, the terms and provisions of this First Amendment shall control. All references herein or in the Lease Agreement shall mean and refer to the Lease Agreement as amended by this First Amendment.

10. Counterparts. This First Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written below.

NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
John Kownack
Executive Director

APPROVED AS TO FORM:

_____
Counsel to the Norfolk Redevelopment
And Housing Authority

NORFOLK DISTRICT ASSOCIATES, LLC, a Maryland limited liability company

By: Cordish Enterprises, LLLP,
Its Managing Member

By: _____
Name: Jonathan A. Cordish
Title: General Partner

EXHIBIT "I-1"

Project Plan

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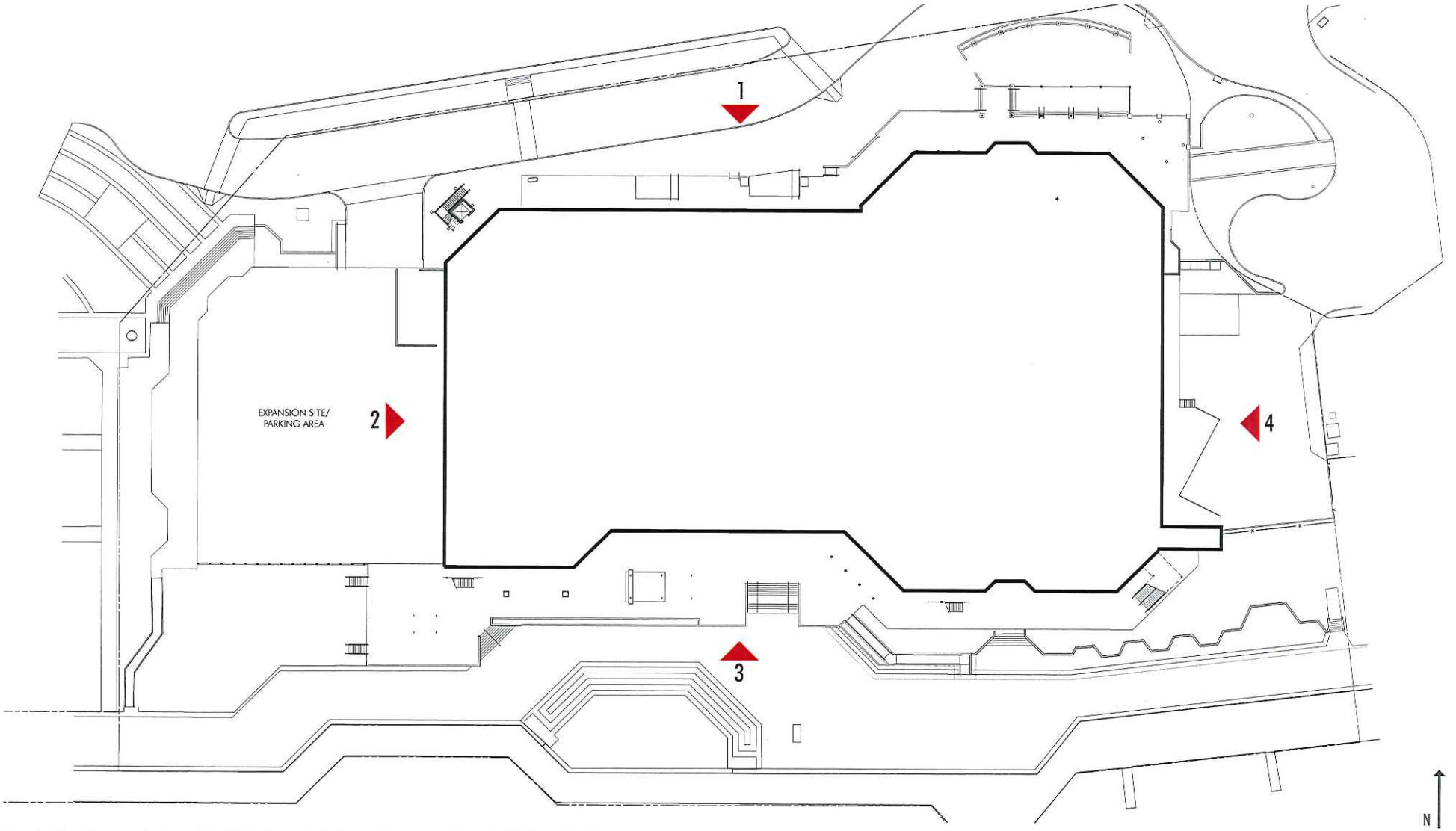

WATERSIDE DISTRICT - SITE PLAN

03-09-2016

THE CORDISH COMPANIES
601 east pratt street | 6th floor
baltimore, maryland 21202
t 410.752.5444

The Cordish Companies

BCT ARCHITECTS
one charles center
100 n charles street | 18th floor
baltimore, maryland 21201
t 410.837.2727
www.bctarchitects.com

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2 - WEST ELEVATION

1 - NORTH ELEVATION

WATERSIDE DISTRICT - ELEVATIONS

03-09-2016

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4 - EAST ELEVATION

3 - SOUTH ELEVATION

WATERSIDE DISTRICT - ELEVATIONS

03-09-2016

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FIRST AMENDMENT TO
PERFORMANCE BASED GRANT & MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO PERFORMANCE BASED GRANT & MEMORANDUM OF AGREEMENT (this "**First Amendment**") is made and entered as of this ___ day of March, 2016 (the "**First Amendment Effective Date**"), by and among the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("**City**"), **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a duly organized and existing political subdivision of the Commonwealth of Virginia (the "**Authority**"), and **NORFOLK DISTRICT ASSOCIATES, LLC**, a Maryland limited liability company ("**NDA**". The Authority, the City and NDA are each individually called herein a "**Party**" and collectively called herein the "**Parties**".)

RECITALS

A. On or about October 31, 2013, the Parties entered into a certain Performance Based Grant & Memorandum of Agreement (the "**Grant Agreement**").

B. The Parties desire to amend the Grant Agreement to include as part of the Grant 0.917% of the assessed value of the real estate at the Development each year during the Grant Term.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties hereto, it is hereby agreed as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein by reference as if set forth in the body of this First Amendment.

2. Defined Terms. Each capitalized term used herein and not otherwise defined herein shall have the meanings ascribed to it in the Grant Agreement.

3. Definition of Eligible Costs. The following sentence is hereby inserted to the end of Section 1.2 of the Grant Agreement: "Notwithstanding the above, Eligible Costs shall not include any costs incurred in connection with developing and construction of any residential units as part of an Expansion Project (as that term is defined in the Lease, as amended).

4. Amendment to Section 2.1 of the Grant Agreement. Section 2.1 of the Grant Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

> 2.1 The "*Grant*" consists of annual periodic payments from the City to the Authority, calculated in the following manner: (a) 0.7% of all retail sales at the Development (rent and similar payments under subleases with the Authority are excluded) during the Grant Term, (b) 4.55% of all sales of food and beverages at the Development during the Grant Term, (c) 7% of all admissions charges at the Development during the Grant Term, and (d) 0.917% of the assessed value of real estate at the Development during the Grant

Term. The foregoing formula shall be referred to hereafter as the "*Waterside Revenue Share Formula*". The Grant shall not exceed the lesser of: (a) Maximum Aggregate Cap or (b) eighty percent (80%) of the Eligible Costs. The sole source of funds for the Grant shall be the revenue generated at the Development that is directly or indirectly collected or received by the City.

5. Effective Date. The Parties agree that the Effective Date of the Grant Agreement was and is October 31, 2013.

6. Representations and Warranties. All of the representations and warranties contained in Section VIII of the Grant Agreement, including Section 8.4 of the Grant Agreement, are hereby ratified and confirmed and deemed made as of the First Amendment Effective Date. In addition, all references to the Grant Agreement contained in Section VIII of the Grant Agreement shall be deemed to mean the Grant Agreement, as modified and amended by this First Amendment.

7. Opinion of Counsel. On the First Amendment Effective Date the City and the Authority shall furnish to NDA an opinion of counsel, in form and substance reasonably acceptable to NDA and customary in like transactions, as to the due authorization of the execution of the Agreement and the First Amendment and the enforceability of the Agreement and this First Amendment against the City and the Authority.

8. Governing Law. This First Amendment shall be construed under and shall be governed by the laws of the Commonwealth of Virginia.

9. Authorization. Each of the parties to this First Amendment represents and warrants to the other that such party is authorized to enter into this First Amendment and have taken all necessary action to approve the execution of this First Amendment.

10. Ratification. Except as specifically set forth in this First Amendment, all provisions of the Grant Agreement shall remain in full force and effect. The Grant Agreement as amended by this First Amendment is hereby ratified and confirmed. In the event of any conflict between the terms and provisions of the Grant Agreement and the terms of this First Amendment, the terms and provisions of this First Amendment shall control. All references herein or in the Grant Agreement shall mean and refer to the Grant Agreement as amended by this First Amendment.

11. Counterparts. This First Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written below.

CITY OF NORFOLK

By: _____
Marcus D. Jones
City Manager

ATTEST:

_____
City Clerk

NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
John Kownack
Executive Director

APPROVED AS TO FORM:

_____
Counsel to the Norfolk Redevelopment
And Housing Authority

APPROVED AS TO CONTENTS:

_____
Assistant City Manager

APPROVED AS TO FORM & CORRECTNESS:

_____
City Attorney

NORFOLK DISTRICT ASSOCIATES, LLC, a Maryland limited liability company

By: Cordish Enterprises, LLLP,
Its Managing Member

By: _____
Name: Jonathan A. Cordish
Title: General Partner