CITY COUNCIL
AGENDA
TUESDAY, MAY 24, 2016

Work Session Agenda

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

Dinner

Closed Session

- Litigation Matter
- Real Estate Matter

Council Interests

Documents: 05-24-16 COUNCIL INTERESTS.PDF

Agenda Overview

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

Building A Connected City

Presenter: *Steven DeBerry, Chief Information Officer*

Short Term Rentals

Presenter: *Adam Melita, Deputy City Attorney*

Smart Processing - New Permitting

Presenter: *George Homewood, Director of Planning*

Vision 2100

Presenter: *George Homewood, Director of Planning*

Additional Documents

Documents: 05-24-16 MINUTES OF CITY COUNCIL MEETING OF MAY 10.PDF, 05-24-16 MINUTES OF CITY COUNCIL MEETING OF MAY 17.PDF, 05-24-16 PENDING LAND USE ACTIONS.PDF, 05-24-16 THE MONUMENT COMPANIES - 200 E 22ND STREET.PDF

Announcement Of Meeting

Documents: 05-24-16 ANNOUNCEMENT OF MEETING.PDF

Formal Session

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.

Public Hearings

PH-1

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Brock Ventures, Inc.**, for an amendment to the future land use designation in the General Plan, *plaNorfolk2030*, from Institutional to Multifamily and for a change of zoning from IN-1 (Institutional) District to R-13 (Moderately High Density Multi-Family) District on property located at **435 Virginia Avenue**.

(A request has been made to continue to June 28, 2016)

Documents: PH-01 AMEND PLANORFOLK2030 AND CHANGE OF ZONING - BROCK VENTURES, INC. (CONT. TO JUNE 28).PDF

PH-2

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City of Norfolk**, a) to amend the Future Land Use Designation in the General Plan, *plaNorfolk2030*, from Institutional to Residential Mixed and b) for a change of zoning from IN-1 (Institutional) district to conditional R-13 (Moderately High Density Multi-Family) on property located at **2415 Ballentine Boulevard**.

Documents: PH-02 AMEND PLANORFOLK2030 AND CHANGE OF ZONING - CITY OF NORFOLK.PDF

PH-3

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to Section 2-3, "Definitions," Table 5-A, "Office and Business/Commerce Districts Table of Land Uses," Table 6-A, "Commercial Districts Table of Land Uses," Table 7-A, "Industrial Districts Table of Land Uses," and Table 8-A, "Downtown Districts Table of Land Uses," of the Zoning Ordinance to create definitions and regulation pertaining to a "micro-distillery."

Documents: PH-03 ZONING TEXT AMENDMENT - MICRO-DISTILLERY.PDF

PH-4

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to Section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "**Day Care Home**" to match the minimum number of children standard adopted in new state law changes.

Documents: PH-04 ZONING TEXT AMENDMENT - DAY CARE HOME.PDF

PH-5

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City**

Planning Commission, for a zoning text amendment to Section 2-3, "Definitions," of the Zoning Ordinance to amend the definition of "**Sign**" to clarify certain exemptions.

Documents: PH-05 ZONING TEXT AMENDMENT - DEFINITION OF SIGN.PDF

PH-6

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Norfolk Redevelopment And Housing Authority**, for the closing, vacating and discontinuing of a portion of **Nansemond Bay Street** between the southern line of **Pleasant Avenue** and the northern line of **Jolly Roger Way** and a portion of Jolly Roger Way between the eastern line of **Shore Drive** and the western line of **23rd Bay Street**.

Documents: PH-06 CLOSURE OF A PORTION OF JOLLY ROGER WAY.PDF, PH-06A CLOSURE OF A PORTION OF NANSEMOND BAY ST.PDF

PH-7

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Jale Evsen** of a certain parcel of property located adjacent to **1433W. 27th Street** and known as S S W 27th Street.

Documents: PH-07 SALE OF PROPERTY LOCATED AT 1433 W 27TH ST TO JALE EVSEN.PDF

PH-8

PUBLIC HEARING scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments approving a **Land Disposition and Development Contract** between the City of Norfolk, as seller, and **Computerized Imaging Reference Systems, Inc.**, as purchaser, for the sale and redevelopment of a portion of the former Oakwood School.

Documents: PH-08 APPROVE A LDDC WITH COMPUTERIZED IMAGING REFERENCE SYSTEMS.PDF

Regular Agenda

R-1

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Stephen P. Schultz and Angela K. Schultz** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

Documents: R-01 ACCEPTANCE OF EASEMENTS AT 298 SURBURBAN PKWY.PDF

R-2

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Christopher R. Butler and Katrina M. Butler** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

Documents: R-02 ACCEPTANCE OF EASEMENTS AT 7409 PARKDALE DR.PDF

R-3

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Michael D. Shields and Victoria A. Shields** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

Documents: R-03 ACCEPTANCE OF EASEMENTS AT 7415 PARKDALE DR.PDF

R-4

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Falkner Properties, LLC** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

Documents: R-04 ACCEPTANCE OF EASEMENTS AT 7419 PARKDALE DR.PDF

R-5

Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Richard and Judy Levin** to encroach into the right-of- way of **W. 21st Street** with a reverse swing entrance door and into Llewellyn Avenue with a reverse swing door for emergency use," will be introduced in writing and read by its title.

Documents: R-05 ENCROACHMENT AT 240 W. 21ST ST - RICHARD AND JUDY LEVIN.PDF

R-6

Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Granby Development Certificate** to permit the renovation of an existing warehouse to provide residential dwelling units on property located at **200 East 22nd Street**," will be introduced in writing and read by its title.

Documents: R-06 GRANBY DEVELOPMENT CERTIFICATE WITH WAIVERS AT 200 E. 22ND ST - THE MONUMENT COMPANIES.PDF

R-7

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the acquisition by the **City of Norfolk** of any interest held by titleholders of certain property conveyed to **Thomas Guy** by **Deed** dated 1907, recorded in the Circuit Court of the **City of Chesapeake, Virginia**, and authorizing the City Manager to accept a Deed of Quitclaim on behalf of the City of Norfolk," will be introduced in writing and read by its title.

Documents: R-07 ACCEPTANCE OF A QUITCLAIM DEED - FREEMASON STREET BAPTIST CHURCH.PDF

R-8

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the City Treasurer to issue a refund to **East Beach Associates**, $9,965.76 plus interest based upon the overpayment of **Real Estate Tax**," will be introduced in writing and read by its title.

Documents: R-08 TAX OVERPAYMENT - EAST BEACH ASSOCIATES,

LLC.PDF

R-9

Letter from the City Manager and a Resolution entitled, "A Resolution supporting two Transportation Projects: **1) Citywide Pedestrian Safety Improvements**, and **2) Granby Street Bridge Rehabilitation**; and requesting funding for such projects in the amount of $11,600.000 through the **FY2017 Virginia Department of Transportation,Urban Highway Program**,"will be introduced in writing and read by its title.

Documents: R-09 RESOLUTION FOR VDOT 2017 URBAN ALLOCATION PROGRAM.PDF

R-10

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $5,537.66 from the **Schools and Libraries Division** of the **Universal Service Fund E-Rate Reimbursement Program** and appropriating and authorizing the expenditure of $5,537.66 for telecommunications and technology services for the **Norfolk Public Library**," will be introduced in writing and read by its title.

Documents: R-10 UNIVERSAL SERVICE FUND E-RATE REIMBURSEMENT PROGRAM AWARD - 5,537.66.PDF

R-11

Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $7,184.11 from the **Schools and Libraries Division** of the **Universal Service Fund E-Rate Reimbursement Program** and appropriating and authorizing the expenditure of $7,184.11 for telecommunications and technology services for the **Norfolk Public Library**," will be introduced in writing and read by its title.

Documents: R-11 UNIVERSAL SERVICE FUND E-RATE REIMBURSEMENT PROGRAM AWARD - 7,184.11.PDF

R-12

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the **City Treasurer** to issue a refund to **AMC Specialty, Inc.**, $5,666.81 plus interest based upon the overpayment of **Business License Tax for years 2013 through 2015**" will be introduced in writing and read by its title.

Documents: R-12 TAX OVERPAYMENT - AMC SPECIALITY, INC..PDF

R-13

Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the **City Treasurer** to issue a refund to **Veritiv Operating Company**, $8,288.60 plus interest based upon the overpayment of **Business License Tax for the Year 2016**," will be introduced in writing and read by its title.

Documents: R-13 TAX OVERPAYMENT - VERITIV OPERATING COMPANY.PDF

R-14

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a policy allowing for and governing participation of members of the **Norfolk City Council** in a meeting by electronic communication means from a remote location," will be introduced in writing and read by its title.

Documents: R-14 COUNCIL ELECTRONIC COMMUNICATION FROM REMOTE

LOCATION.PDF

R-15

Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the **July 1, 2016 through June 30, 2017 Budget** for the Norfolk Law Library, authorizing the City Treasurer to make disbursements and appropriating and authorizing the expenditure of up to $260,000.00 by the Norfolk Law Library from various sources including monies assessed and collected by the City as part of costs in Civil Court actions in accordance with the approved Budget and the **October 1, 1987 Agreement** among the City, the Norfolk Law Library and the Norfolk and Portsmouth Bar Association," will be introduced in writing and read by its title.

Documents: R-15 APPROVAL OF THE BUDGET FOR THE NORFOLK LAW LIBRARY.PDF

R-16

Letter from the City Clerk transmitting an **Abstract of Votes** cast in the City of Norfolk at the **General Election** held on May 3, 2016.

Documents: R-16 ABSTRACT OF VOTES FROM GENERAL ELECTION OF MAY 3.PDF

THE CITY OF NORFOLK

May 20, 2016

City Council;

Today's memo includes information from the May 10th Council meeting. Highlights include:

- Update on M-Star Motel
- Section 8 housing
- Planning Commission Materials

On Tuesday, Chief Information Officer Steven Deberry will share with you how Norfolk's efforts to expand Broadband will position the city as a leader in the region.

We had some significant public events this week. More than 50 citizens took their time to offer valuable input at the kickoff Vision 2100 meeting held at Attucks Theater on Thursday. Their input will be used to shape Norfolk's first long-range planning document. The next public meeting is scheduled for June 2nd.

Demolition on the Waterside annex is underway. The work will pave the way for a multi-purpose lot that will integrate into activities at Town Point Park. Waterside District is scheduled to open in Spring 2017.

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:	May 20, 2016

Today's memo includes information and updates from the May 10, 2016 Informal City Council Session.

Senior Resource Guide: Staff is going to highlight the Senior Resource Guide on the front page of the City's website.

Section 8 Inspections: Norfolk Redevelopment and Housing Authority inspects Section 8 housing according to the following schedule:

- Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval for all new move-ins.
- Annual: Must be conducted within twelve months of the last annual inspection.
- Special/Complaint: At request of owner, family or an agency or third-party.
- Quality Control randomly scheduled yearly.

Lake Whitehurst Vegetation: The Department of Utilities' Water Resources Manager is investigating invasive submerged aquatic vegetation in the area of Lake Whitehurst near Longdale and Fordwick Drives. Staff will develop a plan to reach and remove it.

M-Star Motel Update: The Board of Zoning Appeals ruled in favor of the City on Thursday. The owner has until June 6th to start demolition of the building. The owner is responsible for the costs associated with the demolition and removal of the structure.

Barraud Park: An interdepartmental effort is underway to address security, litter prevention and beautification in the park. Norfolk Police are patrolling the park daily on foot and bicycle. Officers are taking appropriate action to address illegal dumping, public intoxication, open containers and parking violations. Community Resource Officers are planning a Meet & Greet later this month. This includes going door-to-door to meet residents, provide contact information, address concerns and hand out safety tips.

Recreation, Parks and Open Space (RPOS) staff are working on a plan to address park beautification, maintenance, and enhanced signage. Waste Management will handle trash pick-up in the park which will allow RPOS to focus on litter removal and litter prevention within the park's boundaries.

THE CITY OF NORFOLK

Planning Commission Information: Planning staff includes a memo of any Planning Commission items that did not receive unanimous vote in the Friday Council packet. In addition, the Friday packet email includes highlights of special exemptions scheduled for Council's vote.

Have a good weekend.

THE CITY OF NORFOLK

Inter Department Correspondence Sheet

TO: Members of Council

FROM: City Clerk

COPIES TO:

SUBJECT: Minutes of City Council Meeting

May 13, 2016

Attached are the minutes from the City Council meeting held on May 10, 2016.

R. Breckenridge Daughtrey

NORFOLK, VIRGINIA

BUSINESS MEETING OF COUNCIL

TUESDAY, MAY 10, 2016

President Fraim called the meeting to order at 4:00 p.m. with the following members present: Ms. Graves, Ms. Johnson, Mr. Protogyrou, Mr. Riddick, Mr. Smigiel, Dr. Whibley and Mr. Winn.

He thereupon asked for discussion on the proposed budget.

A. BUDGET WORKSHOP

The City Manager reported as follows on results from the most recent analysis of the proposed budget:

- The general fund budget is $831 million, about a 2.3 percent increase over FY-2016.
- There is $1 million available in the operating budget.
- Capital improvement projects include improvements to Harbor Park and maintenance for the USS Wisconsin, which is about $500,000 for five years.
- Maintenance of municipal facilities includes a $1 million infrastructure project for Town Point Park.
- Total funds available are $2 million in capital and $1 million in the operating budget.

Mayor Fraim noted another $500,000 in undesignated funds, so there is $1.5 million available on the operating side and $2 million on the capital side. He stated the council should first address the school system.

The City Manager has been working with the superintendent and they will be discussing three items: 1) healthcare; 2) Average Daily Membership of students; and 3) the concept of having a structurally balanced budget. Between the savings in healthcare and adjustments to ADM and the strong belief that there will be savings in 2016 that can be rolled into 2017, this leaves them with a request to Council for about $2 million.

Mayor Fraim noted that there is now $1 million in capital funding and $500,000 on the operating side to spend without disrupting the manager's budget. He stated that the last time they were together they talked a little about the need to

put money into streets and into infrastructure, and about Denbigh Park, noting that its funding is depleted.

Mr. Protogyrou stated he has a couple of matters for Sabrina.

Mr. Riddick asked for $200,000 for street improvements in Huntersville.

Mr. Winn asked for $200,000 to be used for streetscape work in Chelsea and Ghent.

Dr. Whibley asked for funding for broadband and improving network connectivity.

Ms. Johnson stated there are three or four communities she wants to focus on and will provide the Manager with a list and breakdown dealing with streets, property acquisition and infrastructure.

Ms. Graves asked for $100,000 for Huntersville for acquisition and demolition of houses and $100,000 for renovation of the boxing center in Barraud Park turning it into a small community center with computers so neighborhood children would have a place to go for homework help. She also stated that she would like to line-item the Poplar Hall money.

Mr. Smigiel asked for $25,000 for the Tarrallton dog park; $50,000 to complete the median project on Seaview in the Pinewell neighborhood; $100,000 to add into additional funds to be used for infrastructure and undergrounding of power lines in E. Ocean View.

Mayor Fraim stated that takes care of the capital funding and that he does not have any requests that would add money into the budget. He asked if there were additional funds for the Poverty Commission. The City Manager said Community Development Block Grant funds could add another quarter of a million into the poverty fund and whoever takes that on next year will have that money available.

Mayor Fraim next addressed the proposed increase for retirees. He said the question is whether to provide a cost of living adjustment (COLA) or a bonus. He stated he could not support a COLA because of the very real possibility of it presenting an issue for future budgets and putting the retirement system at risk. After discussion, council consensus was to support a bonus. In response to Mr. Smigiel's request, the Mayor recommended the manager add another $100,000 to increase the cutoff point to $30,000. He also asked the manager to appropriate funds for a public safety memorial.

B. COUNCIL INTERESTS

1. Councilwoman Johnson: Asked: 1) for copies of the Norfolk Senior Resource Guide that they be sent via email to organizations, and 2) how often Section 8 properties are inspected.
2. Vice Mayor Graves: Address: 1) concerns about people openly drinking and smoking marijuana in the city's ballpark shelters and specifically Barraud Park, 2) safety concerns with lighting at the ballpark in Broad Creek, stating that people should not have to sit in the dark during a game, 3) safety concerns and protection from disgruntled people for all employees in city hall and other city buildings, and asked: 4) for a presentation on items that do not receive unanimous approval from the Planning Commission, and 5) to schedule a meeting with the school board.
3. Councilman Smigiel: Asked: 1) the administration to work with citizens to remove vegetation from Lake Whitehurst, 2) the administration to look into the feasibility of starting an IT commission while they are looking at expanding broadband opportunities and wireless networks around the city, as well as how it works with the city and communications, and 3) expressed concern that the M-Star Hotel is still standing, noting that this is unacceptable, and requested legislation be sought from the city's General Assembly delegation to expedite demolition of this and properties in similar condition.

C. CLOSED SESSION

Motion for closed session was approved for purposes which are set out in **Clause(s) 7 and 29 of subsection (A) of Section 2.2-3711** of **the Virginia Freedom of Information Act**, as amended:

(7) Briefing from legal counsel on cable franchise provisions.

(29) Discussion of the negotiation of terms for a CIRS contract discussion in open session would adversely affect the bargaining position of the city.

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

No: None.

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

TUESDAY, MAY 10, 2016 – 7:00 P.M.

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

The opening prayer was offered by Vice Mayor Angelia Williams Graves, followed by the Pledge of Allegiance.

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

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

Motion adopted.

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

No: None.

CERTIFICATION OF CLOSED MEETING

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

ACTION: The Resolution as introduced was **adopted**, effective May 10, 2016.

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

No: None.

CEREMONIAL MATTERS

President Fraim presented a proclamation declaring the month of **May 2016** as **Foster Care Month**. Steve Hawks, Director of Human Services, accepted the proclamation. He was accompanied by Human Services staff members Denise Gallop, Assistant Director, Camille Campos, Norfolk Foster Care Unit and foster parents, Richard Litton and Audra Bullock.

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 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, on property located at **719 E. Ocean View Avenue.**

(PASSED BY AT THE MEETING OF APRIL 26, 2016)

Vic Yurkovic, 1816 East Ocean View, spoke in support of this matter.

Thereupon, An Ordinance entitled, "An Ordinance approving a **Land Disposition and Development Contract** with **Ocean View Properties**, Inc. for two parcels of land consisting of a total of 3.7 acres, more or less, and located at **719 E. Ocean View Avenue**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 10, 2016.

Yes: Graves, 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 **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.**

(PASSED BY AT THE MEETING OF APRIL 26, 2016)

Harrison Perrine, 3561 Piedmont Court, Virginia Beach, Mel Price, 208 East Plume Street and Ken Paulson, 2071 East Ocean View Avenue, were present to answer questions.

Ellis James, 2021 Kenlake Place, expressed concerns over the possible loss of open space.

Vic Yurkovic, 1816 East Ocean View, was present to support this matter.

Thereupon, An Ordinance entitled, "An Ordinance to amend the City's General Plan, *plaNorfolk2030*, **SO AS TO** change the City's Future Land Use Map for property located at **600 and 719 East Ocean View Avenue** from Open Space/Recreation and Commercial to Multifamily," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

PH-2A An Ordinance entitled, "An Ordinance to rezone property located at **600 and 719 East Ocean View Avenue** from C-2 (Corridor Commercial) and OSP (Open Space Preservation) District to PD-R **Pinewell Station** (Pinewell Station Residential Planned Development) District," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

PH-2B An Ordinance entitled, "An Ordinance to amend the Zoning Ordinance of the **City of Norfolk, 1992, SO AS TO** create the **Pinewell Station Residential Planned Development** (PD-R Pinewell Station) District," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

Yes: Graves, 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, to hear comments on approving a **Land Disposition and Development Contract** between the **City of Norfolk**, as Seller, and **Vistacor Advisors, LLC**, as purchaser, for four parcels of real property consisting of 1.56 acres, more or less, on property located at **Hampton Boulevard and 26th Street** in the City of Norfolk.

Thereupon, An Ordinance entitled, "An Ordinance approving a **Land Disposition and Development Contract** between the City of Norfolk, as Seller, and **Vistacor Advisors, LLC**, as Purchaser, for four parcels of real property consisting of 1.56 acres, more or less, and located at **Hampton Boulevard and 26th Street** in the City of Norfolk," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective June 10, 2016.

Yes: Graves, 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 **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 MEETINGS OF MARCH 22 AND APRIL 12, 2016)

Omar Boukhriss, 617 Botetourt Gardens, the applicant, spoke about the process to purchase this property, stating that he did everything that was required to move forward.

Reverend Anthony Paige, 3320 Norway Place, spoke in opposition to this matter. He stated that the community worked years to revitalize Lamberts Point and that they are in a good place now. A venue such as this will disrupt the neighborhood. He asked that Council to continue to carry out the vision for the neighborhood.

Jack Kavanagh, 312 College Place, President, Freemason Civic League, spoke in support, stating that Mr. Boukhriss is a great manager, he does a great job with his businesses and his restaurants have never been a problem.

Robin and John Bernath, 3711 Bowdens Ferry Road, spoke in opposition to this matter. This banquet facility is across from an at-risk-school. The serving of alcohol and not enough parking spaces is inappropriate.

John Small, 2700 Hampton, a business owner, stated that he was reared in Lamberts Point and that he was opposed to this facility being open in the community.

Miranda Waddell, 1263 West 38th Street, Debra Blount, 1256 West 27th Street, Carol Crane, 1246 West 39th Street and Elbert Heard, 1263 West 38th Street, stated that they are opposed to the banquet facility for the following reasons: 1) parking is already constricted, 2) the hours of operation will begin during the school hour, 3) serving of alcohol, and 4) the facility is next to family homes.

Thomas Harris, President of Lamberts Point Civic League, Reunion Committee and Neighborhood Block Watch, stated that the building has been vacant for a while. There has been no activity with the building until Mr. Bourkhriss purchased the property. The civic league voted for the proposal, because they did not have a problem with it. Currently there are businesses in the surrounding area that sell alcohol and the people that are opposing this application do not come to any civic league meetings or live in the area.

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

ACTION: The Ordinance as introduced **LOST**.

Yes: Protogyrou, Smigiel, Whibley and Winn.

No: Graves, Johnson, Riddick and Fraim.

At this point Councilman Protogyrou excused himself from the meeting and departed.

REGULAR AGENDA

R-1 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the resumption of a nonconforming retail sales establishment named **'The Coffee Tree'** in an historic building on property located at **2815 Colonial Avenue**," was introduced in writing and read by its title.

Gabriel Rapisardi, the applicant, 1507 Halstead Ave, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-2 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 named **'Elixia'** on property located at **257 Granby Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

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 **'Ms. Rosebuds Family Dayhome'** on property located at **1439 Mellwood Court**," was introduced in writing and read by its title.

Rosemary Everette, 1439 Mellwood Court, was present answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit mixed uses on property located at **8131 Shore Drive**," was introduced in writing and read by its title.

Albert Viola, the applicant, 205B 60th Street, Virginia Beach, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a Commercial Drive-Through for **'Wells Fargo Bank ATM'** on property located at **4231 East Little Creek Road**," was introduced in writing and read by its title.

Nick Sours, the applicant, 6371 Center Drive, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-6 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the sale of alcoholic beverages for off-premises consumption at an establishment known as **'Mi Calavera Latin Store'** on property located at **1301 East Little Creek Road, Suites 4 and 5**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-7 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 **'Holiday Inn'** on property located at **1570 North Military Highway**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-8 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Saint Germain'** on property located at **255 Granby Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-9 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 **'D'Art Center'** on property located at **740 Duke Street, Suite 100**," was introduced in writing and read by its title.

Angela Tilley, D'Art Center, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Luce'** on property located at **245 Granby Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'Zeke's Beans and Bowls'** on property located at **800 Granby Street**," was introduced in writing and read by its title.

Nick Petriccione, the applicant, 759 Granby Street, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

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

An Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an entertainment establishment with alcoholic beverages known as **'Mi Hogar Mexican Restaurant'** on properties located at **4201 to 4205 Granby Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-12A An Ordinance entitled, "An Ordinance granting a **Pedestrian Commercial Overlay Development Certificate**, with waivers, to permit construction of an additional to the existing building on properties located at **4201 to 4205 Granby Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-13 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** to permit the operation of a microbrewery named **'Benchtop Brewing Company'** on property located at **1121 to 1129 Boissevain Avenue**," was introduced in writing and read by its title.

Eric Tennant, the applicant, 3621 Deerfield Drive, Suffolk, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-14 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting a **Special Exception** authorizing the operation of an eating and drinking establishment named **'El Rey #2'** on property located at **849 East Little Creek Road**," was introduced in writing and read by its title.

Louis Zepeda, the applicant, 849 East Little Creek Road, was present to answer questions.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation $40,000 from **Marathon Development Group, Inc.** and appropriating and authorizing the expenditure of $40,000.00 for the construction of a dog walk area at **416 Granby Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-16 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **519 Front Street, LLC** to encroach into the right-of-way at **519 Front Street** with the existing building, drain pipes and a concrete pad," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-17 Letter from the City Manager and an Ordinance entitled, "An Ordinance granting **Paul Filion** permission to encroach into the right of way at **114 East 25th Street** approximately 155 square feet for the purpose of outdoor dining and approving the terms and conditions of the **Encroachment Agreement**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-18 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a **Nonexclusive Telecommunications Franchise Agreement** with **Mobilitie, LLC**," was introduced in writing and read by its title.

ACTION: Continued Generally.

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

No: None.

R-19 Letter from the City Manager and an Ordinance entitled, "An Ordinance establishing certain public areas and streets of the City of Norfolk as the **'Festival Area'** and setting forth the regulations applicable to such festival area for the **Norfolk Harborfest 2016 Celebration**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-20 Letter from the City Manager and an Ordinance entitled, "An Ordinance closing certain city-owned docks to public use during the **Norfolk Harborfest 2016 Celebration**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-21 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a right of entry permitting the **New Hope Church of God In Christ** to go upon and use that certain City owned property numbered and designated as **616, 618 and 620 W. 35th Street**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-22 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $40,608.48 from the **Schools and Libraries Division of the Universal Service Fund E-Rate Reimbursement Program** and appropriating and authorizing the expenditure of $40,608.48 for telecommunications and technology services for the **Norfolk Public Library**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-23 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting with appreciation the donation of $9,170 to the City from the **Hampton Roads Community Foundation** and appropriating and authorizing the expenditure of $9,170 to support library services and programs with a preference for the purchase of additional books, reading or educational materials at the **Pretlow Anchor Branch Library**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-24 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting funds donated to the **City** to support the **Norfolk Neighborhood Expo Event of the City's Department of Neighborhood Development** and appropriating and authorizing the expenditure of the funds for the event," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-25 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting funds donated to the City to support the **Shoot Hoops Not Guns Event** of the **City's Department of the Neighborhood Development** and appropriating and authorizing the expenditure of the funds for the event," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-26 Letter from the City Manager and an Ordinance entitled, "An Ordinance authorizing the City Manager to execute an **Amendment** to an **Agreement** in substantial conformity with the terms and conditions of **Amendment No. 3** to the **Comprehensive Agreement** by an between the City of Norfolk, Norfolk Public Schools, and **S. B. Ballard Construction Company** for the design and construction of four schools known as **Campostella K-8 School, Broad Creek PK-5 School, Ocean View PK-5 School** and **Larchmont PK-5 School,** with an option to design and build **Camp Allen PK-5 School** to restore **security camera systems**, which were removed as part of the Information Technology from each of the schools pursuant to **Amendment No. 2** to the **Comprehensive Agreement,**" was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-27 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the terms and conditions of a certain **Agreement** between the City of **Norfolk and the Southeastern Public Service Authority of Virginia** relating to the disposal of Norfolk's solid waste on and after January 25, 2018, and authorizing the City Manager to enter into the Agreement on behalf of the City," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-28 Letter from the City Manager and an Ordinance entitled, "An Ordinance to amend and reordain the **Norfolk City Code, 1979**, SO **AS TO** add one new section concerning interfering with vehicular traffic," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

R-29 An Ordinance entitled, "An Ordinance to schedule a City Council meeting on **Tuesday, May 17, 2016 at 4:00 P.M.**," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective May 10, 2016.

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

No: None.

NEW BUSINESS

1. Ellis James, 2021 Kenlake Place, spoke in support of Norfolk Public School's on travel budget.

2. Janice McKee, 903 Hatton Street, thanked the administration for the cameras being put back at Campostella K-8 School, and asked that the Campostella Center be funded so it can continue to operate.

3. Jane Bethel, 1142 Little Bay, commented on the retirees not receiving a COLA.

4. Danny Lee Ginn, 3844 Dare Circle, spoke favorably on the public service of Mrs. Graves, Mr. Winn and Mr. Protogyrou.

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

May 20, 2016

Attached are the minutes of the City Council meeting held on Tuesday, May 17, 2016.

Breck

Breck

NORFOLK, VIRGINIA

ACTION OF THE COUNCIL

CITY COUNCIL MEETING

TUESDAY, MAY 17, 2016 – 4:00 P.M.

President Fraim called the meeting to order at 4:00 p.m.

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

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

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

Motion adopted.

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

No: None.

REGULAR AGENDA

R-1 Letter from the City Manager and an Ordinance entitled, "An Ordinance appropriating funds for **Operation of the City for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017,** appropriating U.S. Department of Housing and Urban Development (HUD) entitlement grants, authorizing short-term equipment financing, providing a supplement for certain eligible retirees, increasing the cigarette tax, establishing technology zones, providing for a business license incentive for qualified technology businesses and regulating the payment of money from the City Treasury," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 1, 2016.

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

No: None.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the **Capital Improvement Plan Budget for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017**; appropriating $97,029,200 for certain projects approved therein; authorizing an issue of bonds in the amount of $71,116,607, of which $4,965,041 is the reappropriation of previously authorized but unissued bonds; and authorizing the expenditure of $25,912,593 in cash," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 1, 2016.

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

No: None.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving and adopting the **Fiscal Year 2017 Compensation Plan** for officers and employees of the city, amending and re-ordaining the ***Norfolk City Code, 1979, as amended***, and approving criteria and procedures for pay supplements for certain Constitutional and State Officers and their employees," was introduced in writing and read by its title.

ACTION: The Ordinance as introduced was **adopted**, effective July 1, 2016.

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

No: None.

NEW BUSINESS

The following people expressed their concerns and disappointment regarding retirees not receiving the 2% cost of living adjustment in this year's budget:

1. Chuck Brewer, 222 Beck Street.
2. Jane Bethel, 1142 Little Bay Avenue.
3. Tom Luckman, 3192 Gallahad Drive, Virginia Beach.
4. Joseph George, 1447 Westover Avenue.

5. Danny Lee Ginn, 3844 Dare Circle commented that he would like to see Councilman Protogyrou retain his seat on council and voiced his disappointment that the retirees did not reived a COLA.

THE CITY OF NORFOLK
CITY PLANNING

MEMORANDUM

TO:	City Council
THROUGH:	Marcus D. Jones, City Manager
FROM:	George M. Homewood, FAICP, CFM, Planning Director
COPIES TO:	City Attorney, City Clerk
SUBJECT:	Pending Land Use Actions
DATE:	May 20, 2016

Attached for your review is the Pending Land Use Report, identifying applications received from May 4, 2016 through May 17, 2016. The report reflects items that are tentatively scheduled to be heard at the May 23, 2016 Architectural Review Board and the June 23, 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.

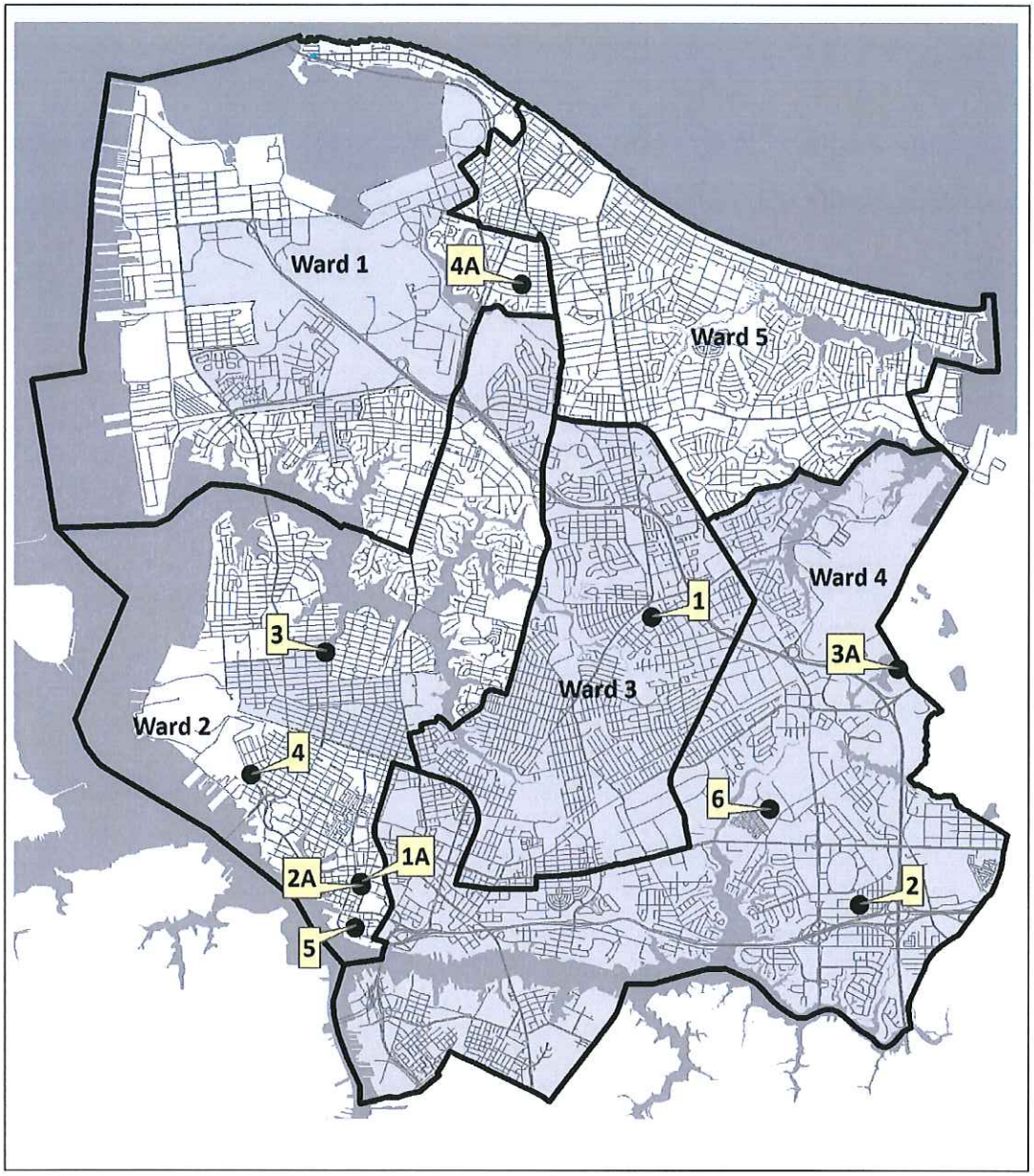
If you have any questions about these items, please contact me.

Architectural Review Board – May 23, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1A	WPA	437 Granby Street	Storefront renovation	2	6	Downtown
2A	City of Norfolk	400 Granby Street	Remove piers at parking lot & add a dog run in the grassy area	2	6	Downtown
3A	Kimley Horn	6282 Northampton Boulevard	Sign encroachment	4	7	N/A
4A	Tymoff + Moss	180 E Evans Street	Door & window modifications	1	6	Northside

City Planning Commission – June 23, 2016

Number	Applicant	Location	Request	Ward	SW	Neighborhood
1	TCS Leasing & Building	3649 Sewells Point Road	Rezoning from C-2 (Corridor Commercial) district to conditional R-8 (Single-Family) district.	3	7	Norview Heights
2	DSF Development, LLC	421 Brockwell Avenue	Change of zoning from R-6 to conditional R-8 (Single-Family) district.	4	7	Glenrock
3	Shiptown Seafood Company	4314 Colley Avenue	Special exception to operate an eating and drinking establishment.	2	7	Highland Park
4	Orapax Inn	1300 Redgate Avenue	Special exception to operate an eating and drinking establishment.	2	6	West Ghent
5	Corks & Caps	240 E Main Street	Special exception for the sale of alcohol for off-premises consumption.	2	6	Downtown
6	Aristocrat Towing	1132-1138 Harmony Road	Special exception to operate an automobile storage yard.	4	7	N/A



Pending Land Use Actions
MAY 4 - MAY 17

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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

MEMORANDUM

TO: The Honorable City Council

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

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

FROM: George M. Homewood, FAICP, CFM, Director, City Planning
Charles Rigney, Director, Economic Development

SUBJECT: Granby Development Certificate with waivers to convert the existing 3-story historic warehouse to multi-family residential with 51 dwelling units at 200 E. 22nd Street – The Monument Companies

DATE: May 20, 2016

On the May 24, 2016 Regular Agenda, City Council will be reviewing an application for a Granby Development Certificate to permit the substantial renovation of a three-story, historic warehouse into a 51-unit multi-family building in the G-1 zoning district with three development waivers at 200 E. 22nd Street. The site consists of a vacant warehouse building and is located on the northeast corner of East 22nd Street and the Monticello Avenue service lane directly south of the Norfolk Southern railroad tracks.

A Development Certificate is required for any development or substantial renovation requiring waivers; this application requests the following development waivers: (1) active uses (65% minimum required use of ground floor areas; this block of Monticello Avenue turns into a rarely traveled service lane), (2) transparency (50% minimum requirement along Monticello Avenue; 42.5% transparency is proposed), and (3) lot coverage (80% maximum requirement; building currently covers 100% of the lot).

The proposed reuse of the structure is consistent with *plaNorfolk2030*, which designates this site as Multi-Family Residential. The Healthy and Vibrant Neighborhoods chapter of *plaNorfolk2030* calls for the city to promote the transition of the Monticello-Granby Corridor to a higher intensity mix of development types. It further calls for the city to ensure that new development projects provide an active streetscape by providing first floor active uses, façades built to the right-of-way

line, and at least 50% first floor transparency. However, no new buildings are proposed for the site, and the proposed adaptive reuse and rehabilitation of the existing building is not considered new development.

Since granting the proposed waivers will permit the project to move forward without requiring alterations to the exterior of the building, approval of the waivers should allow the project to remain eligible for historic tax credits under the National Park Service (NPS)/Virginia Department of Historic Resources (VDHR) guidelines. Granting the waivers could also save the 96-year-old structure from eventual demolition. Given that the proposal would substantially improve a currently vacant historic structure, staff recommends **approval** of all three waivers.

The Planning Department received a letter of support from the Ghent Business Association. The Planning Department also received a letter of concern from a representative of Coca-Cola Bottling Company Consolidated ("Coke") in March. Coke raised several concerns with how the proposed residential community would have difficulty safely integrating within an active industrial complex without affecting Coke's business operations and general liability. Several meetings between City staff, Coke, and the Monument Companies subsequently took place following the March letter and prior to the April 28th Planning Commission public hearing.

On April 28, 2016, a duly advertised public hearing was held, at which the applicant and the representative for Coke provided comments. The Monument and Coke representatives stated that the parties have made tremendous progress in working towards solutions for the co-location of these uses. The Coke representative stated that Coke was assuming a stance of neutrality at that point, pending the finalization of a business transaction amongst several parties that appeared to be forthcoming and possibly able to satisfy all parties, however reserved the right to object should the business transactions with unnamed third parties not be concluded satisfactorily. The representative for the Monument Companies concurred with these remarks and requested action be taken by the Planning Commission at that meeting. The City Planning Commission voted **6 to 1** to recommend **approval** of the application. The dissenting vote was based on concerns raised by the Planning Commission Chair, Mr. Fraley, who felt that even with both parties agreeing that a solution is seemingly forthcoming, there were still unresolved issues between the parties, and absent a formal agreement the potential for conflicts was still an unresolved issue.

Coke is an important business partner of the City, one that the City wants to retain. Staff from both Economic Development and City Planning have endeavored to ensure that Coke and the proposed residential development can coexist compatibly in this location.

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

CITY OF NORFOLK
OFFICE OF THE MAYOR

PAUL D. FRAIM
MAYOR

May 20, 2016

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

Ladies and Gentlemen:

Pursuant to Section 12 of the City Charter, I hereby call a special meeting of the Council to meet at 4:30 P.M., May 24, 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

May 20, 2016

The following meetings will take place on Tuesday, May 24, 2016:

1.	4:30 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, MAY 24, 2016 – 7:00 P.M.

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

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of **Brock Ventures, Inc.**, for an amendment to the future land use designation in the General Plan, *plaNorfolk2030*, from Institutional to Multifamily and for a change of zoning from IN-1 (Institutional) District to R-13 (Moderately High Density Multi-Family) District on property located at **435 Virginia Avenue**.

(A request has been made to continue to June 28, 2016)

PH-2 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City of Norfolk**, a) to amend the Future Land Use Designation in the General Plan, *plaNorfolk2030*, from Institutional to Residential Mixed and b) for a change of zoning from IN-1 (Institutional) district to conditional R-13 (Moderately High Density Multi-Family) on property located at **2415 Ballentine Boulevard**.

PH-3 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to Section 2-3, "Definitions," Table 5-A, "Office and Business/Commerce Districts Table of Land Uses," Table 6-A, "Commercial Districts Table of Land Uses," Table 7-A, "Industrial Districts Table of Land Uses," and Table 8-A, "Downtown Districts Table of Land Uses," of the *Zoning Ordinance* to create definitions and regulation pertaining to a "micro-distillery."

PH-4 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, on the application of the **City Planning Commission**, for a zoning text amendment to Section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "**Day Care Home**" to match the minimum number of children standard adopted in new state law changes.

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 the **City Planning Commission**, for a zoning text amendment to Section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "**Sign**" to clarify certain exemptions.

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 **Norfolk Redevelopment And Housing Authority**, for the closing, vacating and discontinuing of a portion of **Nansemond Bay Street** between the southern line of **Pleasant Avenue** and the northern line of **Jolly Roger Way** and a portion of **Jolly Roger Way** between the eastern line of **Shore Drive** and the western line of **23rd Bay Street**.

PH-7 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments on the conveyance to **Jale Evsen** of a certain parcel of property located adjacent to **1433 W. 27th Street** and known as S S W 27th Street.

PH-8 **PUBLIC HEARING** scheduled this day under the State law, public notice having been inserted in the local press by the City Clerk, to hear comments approving a **Land Disposition and Development Contract** between the City of Norfolk, as seller, and **Computerized Imaging Reference Systems, Inc.**, as purchaser, for the sale and redevelopment of a portion of the former Oakwood School.

REGULAR AGENDA

R-1 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Stephen P. Schultz and Angela K. Schultz** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

R-2 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Christopher R. Butler and Katrina M. Butler** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

R-3 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Michael D. Shields and Victoria A. Shields** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

R-4 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting the conveyance of a temporary construction easement and permanent drainage easement by **Falkner Properties, LLC** to the **City of Norfolk** and authorizing the City Manager to accept the easement on behalf of the City," will be introduced in writing and read by its title.

R-5 Letter from the City Manager and an Ordinance entitled, "An Ordinance permitting **Richard and Judy Levin** to encroach into the right-of-way of **W. 21st Street** with a reverse swing entrance door and into Llewellyn Avenue with a reverse swing door for emergency use," 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 **Granby Development Certificate** to permit the renovation of an existing warehouse to provide residential dwelling units on property located at **200 East 22nd Street**," will be introduced in writing and read by its title.

R-7 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the acquisition by the **City of Norfolk** of any interest held by titleholders of certain property conveyed to **Thomas Guy** by **Deed** dated 1907, recorded in the Circuit Court of the **City of Chesapeake, Virginia**, and authorizing the City Manager to accept a Deed of Quitclaim on behalf of the City of Norfolk," will be introduced in writing and read by its title.

R-8 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the **City Treasurer** to issue a refund to **East Beach Associates**, $9,965.76 plus interest based upon the overpayment of **Real Estate Tax**," will be introduced in writing and read by its title.

R-9 Letter from the City Manager and a Resolution entitled, "A Resolution supporting two Transportation Projects: **1) Citywide Pedestrian Safety Improvements,** and **2) Granby Street Bridge Rehabilitation**; and requesting funding for such projects in the amount of $11,600.000 through the **FY2017 Virginia Department of Transportation, Urban Highway Program**," will be introduced in writing and read by its title.

R-10 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $5,537.66 from the **Schools and Libraries Division** of the **Universal Service Fund E-Rate Reimbursement Program** and appropriating and authorizing the expenditure of $5,537.66 for telecommunications and technology services for the **Norfolk Public Library**," will be introduced in writing and read by its title.

R-11 Letter from the City Manager and an Ordinance entitled, "An Ordinance accepting $7,184.11 from the **Schools and Libraries Division** of the **Universal Service Fund E-Rate Reimbursement Program** and appropriating and authorizing the expenditure of $7,184.11 for telecommunications and technology services for the **Norfolk Public Library**," will be introduced in writing and read by its title.

R-12 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the **City Treasurer** to issue a refund to **AMC Specialty, Inc.,** $5,666.81 plus interest based upon the overpayment of **Business License Tax for years 2013 through 2015**" will be introduced in writing and read by its title.

R-13 Letter from the City Attorney and an Ordinance entitled, "An Ordinance directing the **City Treasurer** to issue a refund to **Veritiv Operating Company**, $8,288.60 plus interest based upon the overpayment of **Business License Tax for the Year 2016**," will be introduced in writing and read by its title.

R-14 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving a policy allowing for and governing participation of members of the **Norfolk City Council** in a meeting by **electronic communication** means from a remote location," will be introduced in writing and read by its title.

R-15 Letter from the City Manager and an Ordinance entitled, "An Ordinance approving the **July 1, 2016 through June 30, 2017 Budget** for the **Norfolk Law Library**, authorizing the City Treasurer to make disbursements and appropriating and authorizing the expenditure of up to $260,000.00 by the Norfolk Law Library from various sources including monies assessed and collected by the City as part of costs in Civil Court actions in accordance with the approved Budget and the **October 1, 1987Agreement** among the City, the Norfolk Law Library and the Norfolk and Portsmouth Bar Association," will be introduced in writing and read by its title.

R-16 Letter from the City Clerk transmitting an **Abstract of Votes** cast in the City of Norfolk at the **General Election** held on May 3, 2016.

Brock Ventures, Inc.
116 Colonial Dr.
Wilmington, NC 28403
stephen@brockvi.com
336.813.3697

May 12, 2016

City of Norfolk

PH-1

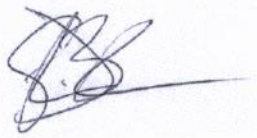
RE: PH-1 Plan Amendment and Rezoning at 435 Virginia Avenue – Brock Ventures, Inc.

Dear Officer:

Please continue the rezoning application for May 24, 2016 to the June 28, 2016 meeting as we continue to work with the City on the Land Disposition and Development Contract.

Thank you for your consideration.

Regards,



Stephen Brock

01/25/2016 tsv

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: RM

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 435 VIRGINIA AVENUE FROM INSTITUTIONAL TO MULTIFAMILY.

- - -

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

Section 1:- That the land use designation set forth in the City's general plan, plaNorfolk2030, for the property located at 435 Virginia Avenue is hereby changed from Institutional to Multifamily. The properties which are the subject of this change in land use designation are more fully described as follow:

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

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

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

01/25/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved: RM

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

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

- - -

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

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

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

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

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

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

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: Amend plaNorfolk 2030 from Institutional Corridor to Residential Mixed and change of zoning from IN-1 (Institutional) to conditional R-13 (Moderately High Density Multi-Family) at 2415 Ballentine Boulevard – City of Norfolk

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

Ward/Superward: 3/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: PH-2

I. **Staff Recommendation: Approval**.

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

III. **Request:** Change of zoning for the adaptive reuse of the Ballentine Elementary School and townhouse development.

IV. **Applicant: City of Norfolk**

V. **Description:**

- The site is currently developed with a school and is zoned Institutional.
- The applicant proposes to :
  - Convert the existing historic school to 24 residential units.
  - Construct 17 townhomes to the north and south of the school.
- The site is currently zoned Institutional which does not permit residential.
- The rezoning would permit the conversion of this site to multi-family and townhouse style development.

V. **Historic Resources Impacts**

- The site is not in a local historic district, but is a contributing structure in the Ballentine Place state and federal historic district.

VI. **Public Schools Impacts**

- School attendance zones include Coleman Place Elementary School (86% utilization), Azalea Middle School (99% utilization) and Maury High School (95% utilization).

- Approximately 11 school aged children could be generated by the proposed development (0.1 school aged children per unit in Phase I apartments and 0.5 school aged children per unit in Phase II townhomes).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

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

Attachments:

- Staff Report to CPC dated April 28, 2016 with attachments
- Proponents and Opponents
- Ordinances
- Letter and petition from resident pertaining to relocation of basketball courts

Proponents and Opponents

Proponents

Michael Glenn
629 Mayflower Road
Norfolk, 23508

A.L. Aswad
2636 Ballentine Boulevard
Norfolk, VA 23509

James Sweatt, Jr.
2626 Ballentine Boulevard
Norfolk, VA 23509

John Powell
3007 Grandy Avenue
Norfolk, VA 23509

Proponents of Project, opposed to relocation of basketball courts

Greg Gruszeczk
8300 Jolima Avenue
Norfolk, VA 23518

Reverend Glen Jones
2501 Kennon Avenue
Norfolk, VA 23513

Verenstine and Matthewe Woods
2430 Ballentine Boulevard
Norfolk, VA 23509

Opponents

Diane Cypress
3014 Mclemore Street
Norfolk, VA 23509

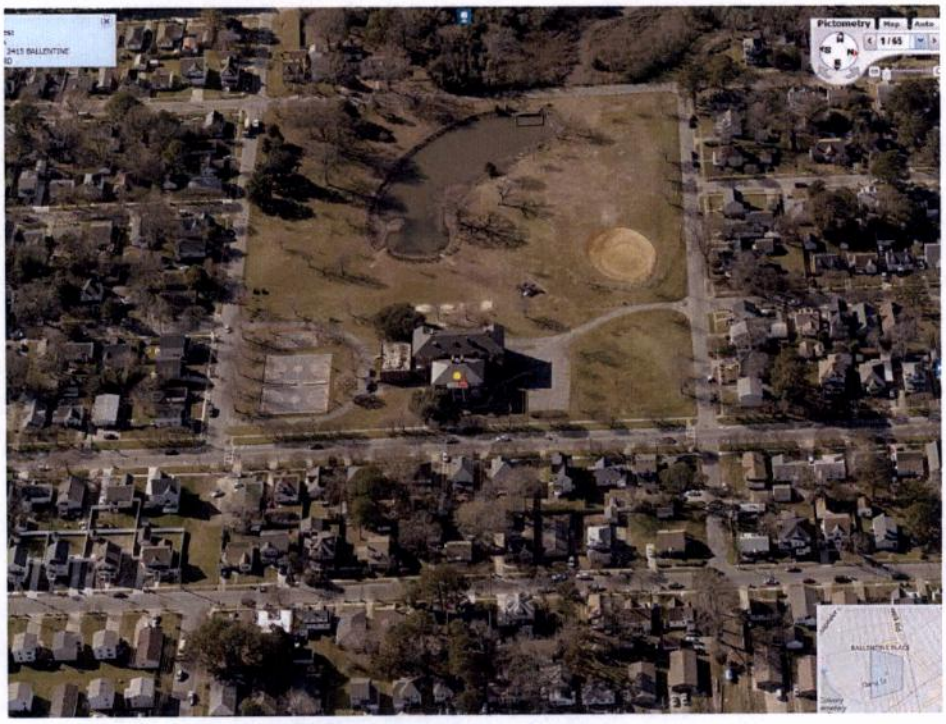
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: April 28, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Susan Pollock, CFM

Staff Report	Item No. 1	
Addresses	**2415 Ballentine Boulevard**	
Applicant	**City of Norfolk**	
Requests	**Plan Amendment**	**Institutional to Residential Mixed**
	Conditional Rezoning	**From IN-1 (Institutional) to R-13 (Moderately High Density Multi-Family)**
Property Owner	City of Norfolk	
Site Characteristics	Site Area	2.8 acres
	Zoning	IN-1
	Neighborhood	Ballentine Place
	Character District	Traditional
Surrounding Area	North	R-8 (Single-Family): Single-family homes
	East	R-8: Single-family homes
	South	R-8: Single-family homes
	West	IN-1: Park



A. Summary of Request

- The property is located on the west side of Ballentine Boulevard between McLemore Street and Dana Street.
- The applicant proposes adaptive reuse of the existing Ballentine Elementary School, currently vacant, to 24 dwelling units with an additional 17 townhouses to the north and south of the school.

B. Plan Consistency

Analysis

Plan Amendment

- *plaNorfolk2030* designates this site as Institutional, making the proposed use inconsistent with *plaNorfolk2030*.
  - An amendment to residential mixed is necessary for the proposed use to be consistent with *plaNorfolk2030*.
- The Identifying Land Use Strategies chapter of *plaNorfolk2030* identifies the residential mixed land use category as a location for residential areas with a greater variety of housing types typically developed as part of walkable neighborhoods with buildings that are similar in scale no matter the use.
  - It recommends supporting the development of multi-family housing, including as part of a mixed-use development, where building height, placement, and massing are consistent with surrounding development, and where open space, parking, landscaping, buffers, and access points can be appropriately sized and sited.
- The Preserving Our Heritage Chapter of *plaNorfolk2030* includes an outcome calling for the protection of an increased number of historic resources and an action promoting the reuse of historic structures.
- Since the proposal is an adaptive reuse of a historic structure that will ultimately protect it from demolition, and the development criteria for multi-family development can be met, the proposed amendment can be supported by *plaNorfolk2030*.

Change of Zoning

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

C. Zoning Analysis

i. General

- The site is currently developed with a school and is zoned Institutional.
- The applicant proposes to :
  - Convert the existing historic school to 24 residential units.
  - Construct 17 townhomes to the north and south of the school.
- The site is currently zoned Institutional which does not permit residential.
- The rezoning would permit the conversion of this site to multi-family and townhouse style development.

ii. Parking

- The site is located in the Traditional Character District which requires 1.75 parking spaces for townhouses and one parking space per dwelling unit for adaptive residential reuse.
    - Fifty-four spaces are required and there are 83 parking spaces proposed on-site.

iii. Flood Zone

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

D. Transportation Impacts

- Institute of Transportation Engineers (ITE) figures estimate that proposed development of 24 apartment and 17 townhome units on this site will generate 259 new vehicle trips per day.
- Ballentine 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 route 18 (Ballentine) operating adjacent to the site.
- Ballentine 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 in a local historic district, but is a contributing structure in the Ballentine Place state and federal historic district.

F. Public Schools Impacts

- School attendance zones include Coleman Place Elementary School (86% utilization), Azalea Middle School (99% utilization) and Maury High School (95% utilization).
- Approximately 11 school aged children could be generated by the proposed development (0.1 school aged children per unit in Phase I apartments and 0.5 school aged children per unit in Phase II townhomes).
- Given the low number of potential students and the existing school capacity, no significant school impacts are anticipated.

G. Environmental Impacts

The proposed additions and site modifications will undergo the Site Plan Review process, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping, vehicular circulation, and stormwater improvements.

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

The adaptive reuse of the Ballentine Elementary School, which has been at this location since 1915, will keep the fabric of the community intact.

J. Payment of Taxes

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

K. Civic League

Notice was sent to the Ballentine Place Civic League on March 16.

L. Communication Outreach/Notification

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

M. Recommendation

Staff recommends **approval** of the Future Land Use Map amendment and conditional rezoning request subject to the proffered condition below:

1. The site shall be developed generally in conformance with the attached conceptual site plan entitled Ballentine Elementary Redevelopment prepared by VIA design architect, PC, dated 11/22/2013 attached hereto and marked "Exhibit A", subject to any revisions that may be required by the City as part of the Site Plan Review process or as part of the Architectural Review Board.

Attachments

Location Map
Future Land Use Map
Zoning Map
Application
Notice to the Civic League

Proponents and Opponents

Proponents

Michael Glenn
629 Mayflower Road
Norfolk, 23508

A.L. Aswad
2636 Ballentine Boulevard
Norfolk, VA 23509

James Sweatt, Jr.
2626 Ballentine Boulevard
Norfolk, VA 23509

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3007 Grandy Avenue
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Greg Gruszeczk
8300 Jolima Avenue
Norfolk, VA 23518

Reverend Glen Jones
2501 Kennon Avenue
Norfolk, VA 23513

Verenstine and Matthewe Woods
2430 Ballentine Boulevard
Norfolk, VA 23509

Opponents

Diane Cypress
3014 Mclemore Street
Norfolk, VA 23509

04/22/16 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY'S GENERAL PLAN, PLANORFOLK2030, SO AS TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 2415 BALLENTINE BOULEVARD FROM INSTITUTIONAL CORRIDOR TO RESIDENTIAL MIXED.

- - -

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

Section 1:- That the land use designation set forth in the City's general plan, plaNorfolk2030, for the property located at 2415 Ballentine Boulevard is hereby changed from Institutional to Residential Mixed. The property which is the subject of this change in land use designation is more fully described as follows:

> Property fronts 200 feet, more or less, along the northern line of Dana Street, 600 feet, more or less, along the western line of Ballentine Boulevard, and 200 feet, more or less, along the southern line of McLemore Street; premises numbered 2415 Ballentine Boulevard.

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

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

04/26/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 2415 BALLENTINE BOULEVARD FROM IN-1 (INSTITUTIONAL) DISTRICT TO CONDITIONAL R-13 (MULTI-FAMILY RESIDENTIAL) DISTRICT.

- - -

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

Section 1:- That the property located at 2415 Ballentine Boulevard is hereby rezoned from IN-1 (Institutional) District to conditional R-13 (Multi-family Residential) District. The property is more fully described as follows:

Property fronts 200 feet, more or less, along the northern line of Dana Street, 600 feet, more or less, along the western line of Ballentine Boulevard, and 200 feet, more or less, along the southern line of McLemore Street; premises numbered 2415 Ballentine Boulevard.

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

(a) The site shall be developed generally in conformance with the attached conceptual site plan entitled Ballentine Elementary Redevelopment prepared by VIA design architects, pc, dated 11/22/2013 and attached hereto and marked "Exhibit A" subject to any revisions that may be required by the City as part of the Site Plan Review process or as part of the ARB review process.

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

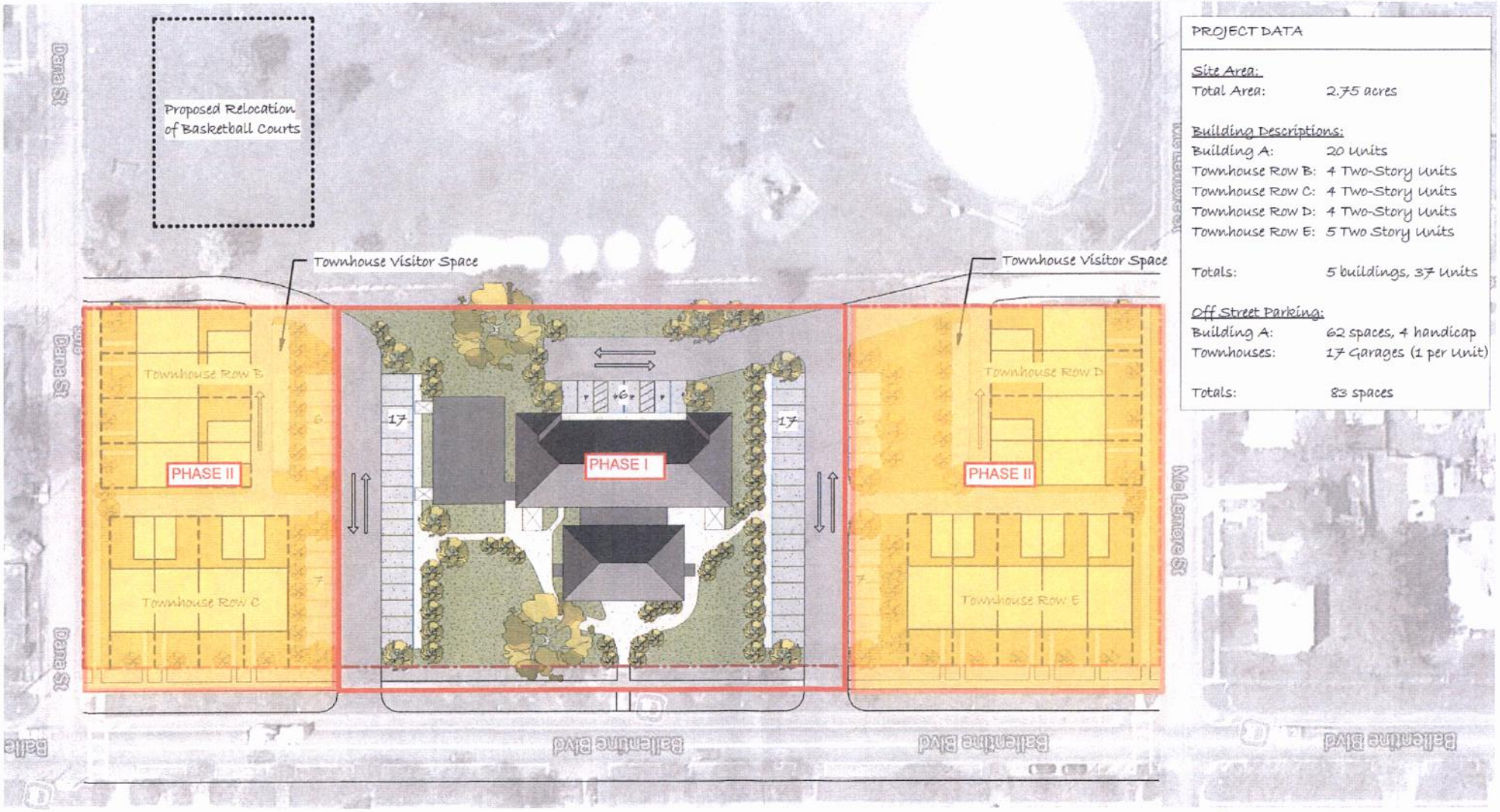
Section 4:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 5:- That this ordinance shall be in effect from the

date of its adoption.

ATTACHMENT:
Exhibit A (1 page)

EXHIBIT A



PROJECT DATA	
Site Area:	
Total Area:	2.75 acres
Building Descriptions:	
Building A:	20 units
Townhouse Row B:	4 Two-Story units
Townhouse Row C:	4 Two-Story units
Townhouse Row D:	4 Two-Story units
Townhouse Row E:	5 Two Story units
Totals:	5 buildings, 37 units
Off Street Parking:	
Building A:	62 spaces, 4 handicap
Townhouses:	17 Garages (1 per unit)
Totals:	83 spaces

Ballentine Elementary Redevelopment

2415 Ballentine Blvd, Norfolk, VA 23509

11/22/2013 SD100: Conceptual Site Plan

1" = 50'-0"

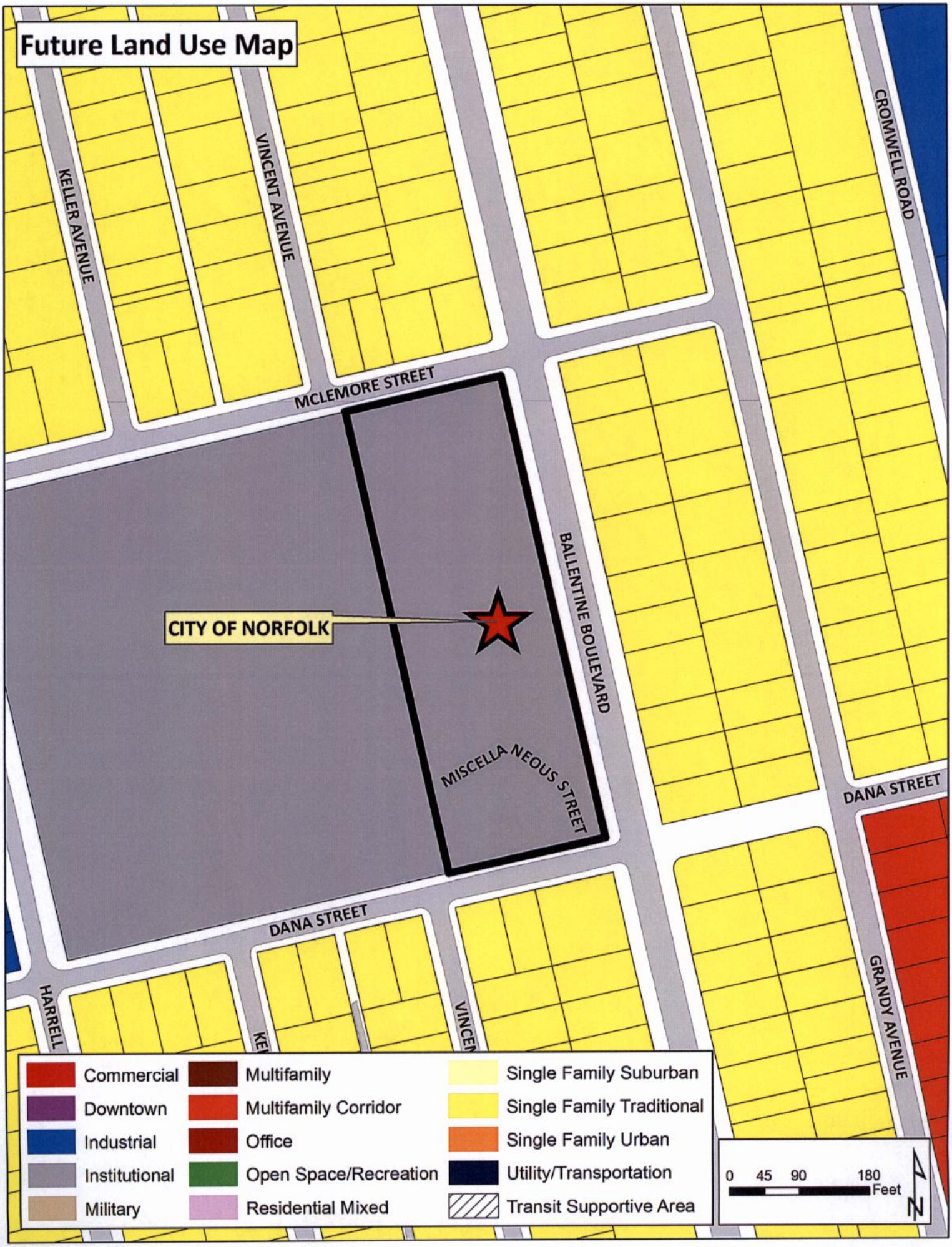
0 50 100 150 200

Fence Line

Property Line

VIA design architects, pc
150 RANDOLPH STREET
NORFOLK, VIRGINIA 23510
757.627.1489 FAX 627.1692
www.viadesignarchitects.com

Location Map
ENT AVENUE
MCLEMORE STREET
BALLENTINE BOULEVARD
CITY OF NORFOLK
MISCELLANEOUS STREET
DANA STREET
0 20 40 80
Feet
N


Future Land Use Map
KELLER AVENUE
VINCENT AVENUE
CROMWELL ROAD
MCLEMORE STREET
BALLENTINE BOULEVARD
CITY OF NORFOLK
MISCELLA NEOUS STREET
DANA STREET
DANA STREET
HARRELL
GRANDY AVENUE
Commercial
Downtown
Industrial
Institutional
Military
Multifamily
Multifamily Corridor
Office
Open Space/Recreation
Residential Mixed
Single Family Suburban
Single Family Traditional
Single Family Urban
Utility/Transportation
Transit Supportive Area
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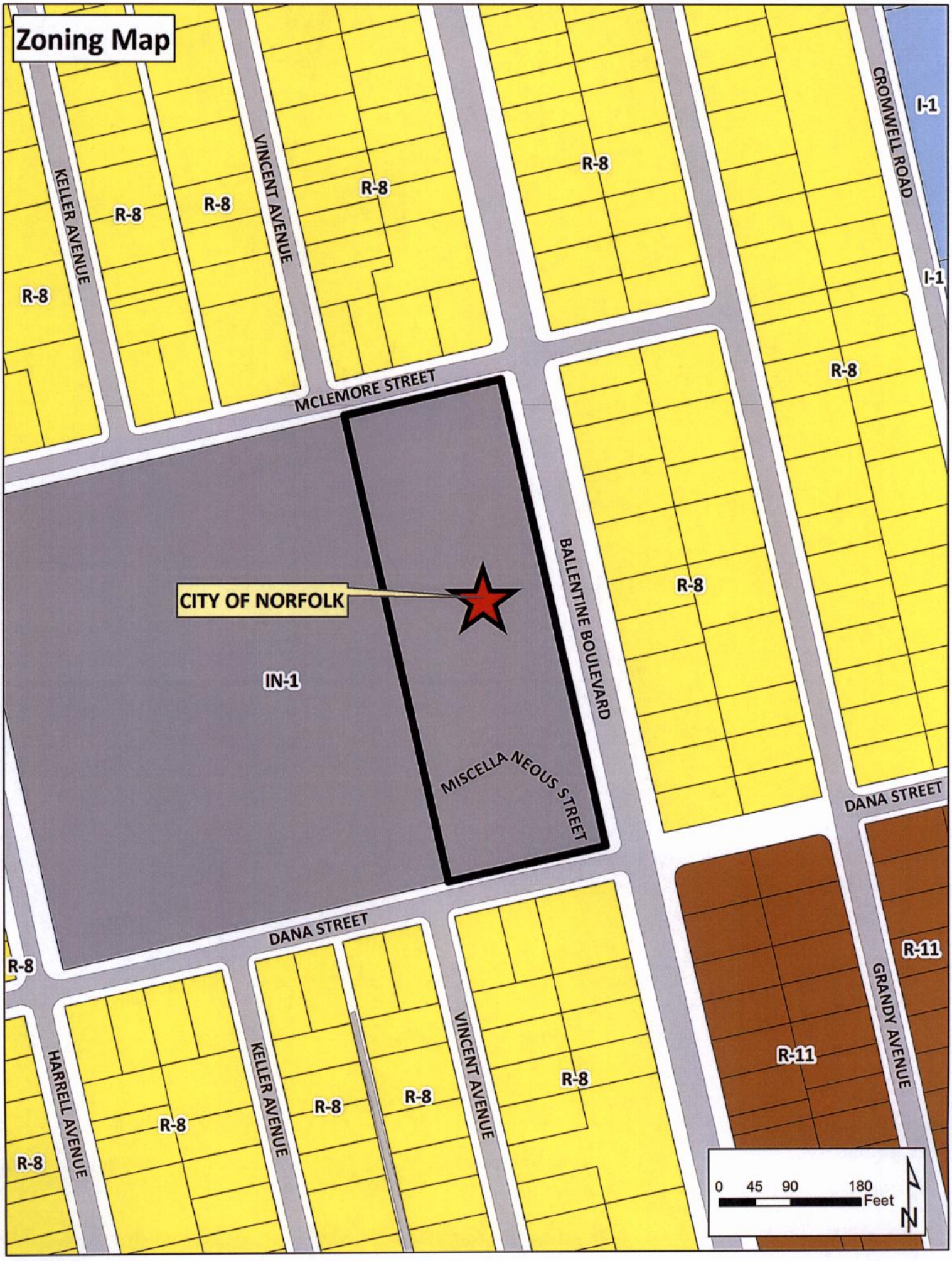
Feet
N


Zoning Map
KELLER AVENUE
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CROMWELL ROAD
BALLENTINE BOULEVARD
DANA STREET
MISCELLA NEOUS STREET
HARRELL AVENUE
GRANDY AVENUE
CITY OF NORFOLK
IN-1
R-8
R-11
I-1
0 45 90 180
Feet
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APPLICATION
CONDITIONAL CHANGE OF ZONING

Date of application: February 17, 2016

Conditional Change of Zoning

From: I-1 **Zoning** **To: Conditional** R-13 **Zoning**

DESCRIPTION OF PROPERTY

Property location: (Street Number) 2415 (Street Name) Ballentine Boulevard

Existing Use of Property: Vacant Former Norfolk Public School Building

Current Building Square Footage 29,000

Proposed Use 22 Multi-Family apartments and 17 townhomes

Proposed Building Square Footage 29,000 + 1,850 sqfx17=60,45 - 29,000 + 1,850 x 17 = 60,450 SQF

Trade Name of Business (If applicable)

APPLICANT

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

1. Name of applicant: (Last) City Of Norfolk (First) (MI)

Mailing address of applicant (Street/P.O. Box): 810 Union Street

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

Daytime telephone number of applicant (757) 664-4242 Fax (757) 664-4239

E-mail address of applicant: Sabrina.Joy-Hogg@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) City of Norfolk (First) _____ (MI) _____

Mailing address of applicant (Street/P.O. Box): 810 Union Street

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

Daytime telephone number of applicant (757) 664-4242 Fax (757) 664-4239

E-mail address of applicant: Sabrina.Joy-Hogg@norfolk.gov

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) City of Norfok (First) _____ (MI) _____

Mailing address of property owner (Street/P.O. box): 810 Union Street

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

Daytime telephone number of owner (757) 664-4242 email: Sabrina.Joy-Hogg@norfolk.gov

CIVIC LEAGUE INFORMATION

Civic League contact: ABDUL ASWAD

Date(s) contacted: 11.20.14 - PUBLIC MEETING

Ward/Super Ward information: Ward 3 Super Ward 7

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

Print name: Sabrina Zirkle **Sign:** _____ 3/16/16
(Property Owner or Authorized Agent of Signature) (Date)

Print name: Sabrina Zirkle **Sign:** _____ 3/16/16
(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 site shall be developed generally in conformance with the attached conceptual site plan entitled ~~Ballentine Elementary Redevelopment prepared by VIA design architects, pc, dated 11/22/2013 and~~ attached hereto and marked "Exhibit A," subject to any revisions that maay be required by the City as part ~~of the Site Plan Review process or as part of the ARB review process.~~

2)

3)

4)

5)

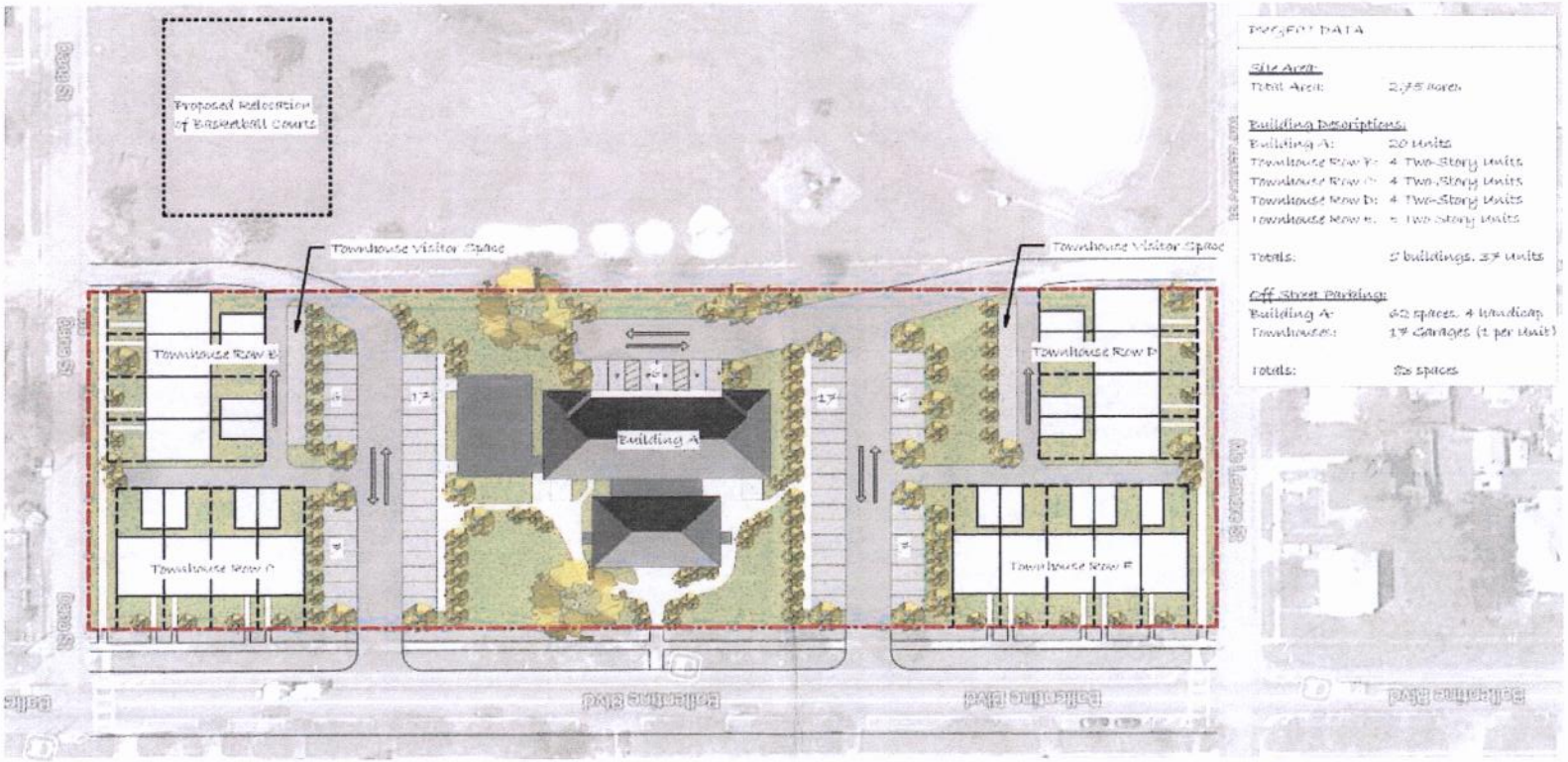
6)

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

Print name: Sabrina Jay-Hogg **Sign:** Sabrina Jay-Hogg 2/26/2016
(Property Owner or Authorized Agent of Signature) (Date)

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

Conceptual Plan - Aerial



Ballentine Elementary Redevelopment

2415 Ballentine Blvd, Norfolk, VA 23509

11/22/2013 SD100: Conceptual Site Plan

1" = 50'-0"

0 50 100 150 200

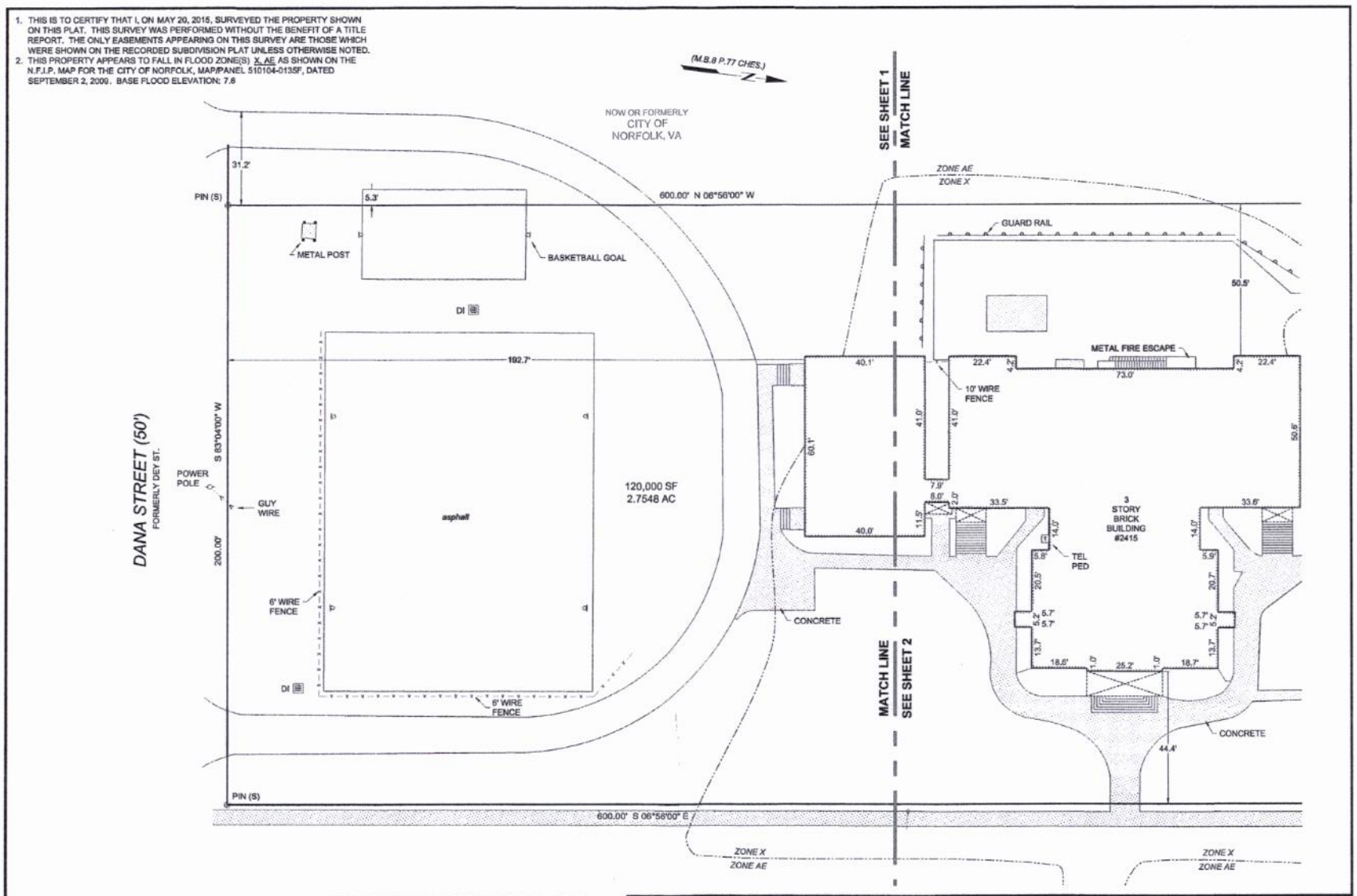
Fence Line

Property Line

VIA design architects, pc

150 RANDOLPH STREET
NORFOLK, VIRGINIA 23510
757.627.1489 FAX 627.1682
www.viadesignarchitects.com

1. THIS IS TO CERTIFY THAT I, ON MAY 20, 2015, SURVEYED THE PROPERTY SHOWN ON THIS PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE ONLY EASEMENTS APPEARING ON THIS SURVEY ARE THOSE WHICH WERE SHOWN ON THE RECORDED SUBDIVISION PLAT UNLESS OTHERWISE NOTED.
2. THIS PROPERTY APPEARS TO FALL IN FLOOD ZONE(S) X, AE AS SHOWN ON THE N.F.I.P. MAP FOR THE CITY OF NORFOLK, MAP/PANEL 510104-0135F, DATED SEPTEMBER 2, 2009. BASE FLOOD ELEVATION: 7.6



BALLENTINE BOULEVARD (80')

GRAPHIC SCALE 1" = 20'
0 10 20 40

COMMONWEALTH OF VIRGINIA
DENNIS TAFLAMBAS
Lic. No. 002189
5-20-15
LAND SURVEYOR

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

PHYSICAL SURVEY OF

A PARCEL OF LAND LOCATED AT
2415 BALLENTINE BOULEVARD

NORFOLK, VIRGINIA D.B.422 P.564

FOR: **BALLENTINE SCHOOL, LLC *and* LUNA DEVELOPMENT SERVICES, LLC**

JOB	9813
DRAWN	JSO
CHECK	DT
DATE	5-20-15
FIELD BOOK	142
SCALE:	1" = 20'
SHEET	1 OF 2

Pollock, Susan

From: Straley, Matthew
Sent: Wednesday, March 16, 2016 12:04 PM
To: 'hrcots@aol.com'
Cc: Johnson, Mamie; Williams, Angelia M.; Howard, Oneiceia; Pollock, Susan
Subject: new Planning Commission application
Attachments: City Luna.pdf

Mr. Aswad,

Attached please find the following application at 2415 Ballentine Boulevard:

a. Amendment to the Future Land Use Designation in the general plan, *plaNorfolk2030*, from Institutional to Residential Mixed.
b. Change of zoning from IN-1 (Institutional) district to conditional R-13 (Moderately High Density Multi-Family).

The purpose of the requests is to allow for the rehabilitation of the historic Ballentine School in order to convert the structure into dwelling units with townhouses to the north and south facing McLemore Street and Dana Street.

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

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

Thank You.

Matthew Straley
GIS Technician II

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

Connect with us:
www.norfolk.gov

Susan Pollock- Hart
susan.pollock@norfolk.gov
City Planning
810 Union Street, Suite 508
Norfolk, VA 23510

CC:
matthew.straley@norfolk.gov,hrcots@aol.com,mamie.johnson@norfolk.gov,angelia.williams@norfolk.gov,oneiceia.howard@norfolk.gov

RE: Rehabilitation of 2415 Ballentine Boulevard and the Basketball Courts

Dear Ms. Pollock-Hart,

I am writing to you today to not only express my support of the rehabilitation of the historic Ballentine School but also to convey my concern, and the concern of many in the community, regarding the basketball courts that are located on this property.

As the immediate past president of the Ballentine Place Civic league I have been involved with this project from its inception. The majority of the residents of Ballentine Place are very supportive of the rehabilitation of the Ballentine School but many have been very vocal and very clear that they do not want to see the basketball courts moved to another location in the park but removed completely to be replaced by a family friendly, universally accessible park that will more completely meet the needs of our very diverse community.

We have expressed this desire to Michael Glenn, Luna Development Services, LLC, from our very first meeting and conveyed this to Pamela Marino, Community Enrichment Bureau Manager (see attached letter) as well as City Council, Marcus Jones, City Manager, James Rogers, Director of Neighborhood Development and Darrell Crittendon, Director of Recreation, Parks and Open Space.

Briefly I will explain some of our many reasons for wanting the basketball courts to be removed. First, we have had considerable parking and traffic issues with the courts. Currently on a nice weather day we will have cars parked all along Dana Street as well as all over the grass in front of the courts and on the sides of the courts. The courts are predominately utilized by adults from out of our neighborhood. Once the rehabilitation of the school is complete what little parking that may have been legally available will be gone and we will see the parking on the grass worsen considerably.

Another major issue has been trash. The trash accumulation, despite numerous and consistent neighborhood clean-up efforts and the placement of trash cans in direct proximity has been horrendous. In addition the type of trash is of concern. We aren't

just seeing empty water and Gatorade bottles but piles of cigarette butts, beer and liquor bottles as well as drug paraphernalia and women's undergarments. This is all seen at every neighborhood clean-up activity and the occasion when the Chief of Police did a sweep of the courts would substantiate that the courts are being used by many individuals with warrants and/or people who are not there to play basketball in the first place.

In addition to the illegal activity that all of the neighbors are already aware of at the basketball courts we have had two shootings in this area, one of which involved a police officer, who was grazed by a bullet while he was on the courts.

On a nice day we may see 60-80 grown men playing ball and hanging out at the courts. There are no bathroom facilities nearby and the families in the area do not feel welcome either going to the courts to play ball or even walking past them. The noise is a constant issue for the neighbors on each side of the courts.

In addition to all of this we will be seeing the lake behind the school increased in size for storm water retention thus decreasing the space available as well as the proximity to the abundance of trash that accumulates in it already.

Many individuals and families in the Ballentine Place neighborhood would like a park to go to both for their own health and activity but also for their children and grandchildren who currently do not have a safe space to play other than on our side streets. Our neighborhood dogs have one of the nicest dog parks in the city for safe exercise but our children have nothing.

We currently have a petition signed by hundreds of neighbors agreeing with the statement I am making. We do not want the basketball courts. (Please see one sheet of the petition is attached).

We propose to hold a neighborhood meeting where we can discuss the specifics of what our neighbors would like instead of the courts. But it is clear to all of us in Ballentine Place. We do not want the basketball courts. Once they are removed for the rehabilitation of the Ballentine School we hope to add a family friendly, all inclusive playground.

Thank you.

Sincerely,

Greg Gruszeczka, Immediate Past President of the Ballentine Civic League

This petition is to permanently remove the basketball courts from the current location at the Ballentine School property. A replacement amenity such as an ADA accessible playground, walking trail or other park equipment will be decided by popular vote at a neighborhood meeting in agreement with the developer Luna Development, the City of Norfolk and Ballentine Place residents at a later date. By signing this petition, I state that I DO NOT want basketball courts under any circumstances to be placed in the Ballentine Park.

Residents of Ballentine Place

Address	Name	Phone	Date	Signature
~~Nest~~ 3017 DANA ST	NESTOR A. BAEZ		02 28 2016	[illegible]
3017 DANA ST	Johanna Baez		02 28 2016	[illegible]
3103 Taft Terrace	Tommy Llewellyn		02/29/16	[illegible]
3103 Taft Terrace	Billie Pearson		02/29/16	Billie Pearson
2546 Ballentine Blvd.	James West		02/29/16	[illegible]
2528 Vincent Ave	Clint Phillips		2/29/16	[illegible]
2135 BALLENTINE	JUSTIN GRAHAM		2/29/16	[illegible]
2135 BALLENTINE	BRITTANY WILDER		2/29/16	[illegible]
2219 Vincent Ave	Clifton Woolard		2/29/16	Clifton Woolard
2219 Vincent Ave.	Flossie Woolard		2/29/16	Flossie Woolard
2215 Vincent Ave	Andrea Andrews		2/29/16	[illegible]
2216 Vincent Ave	Christina Woodrum		2/29/16	[illegible]
3014 Vincent Ave	Ne-Asia Allah		3/02/2016	[illegible]
2635 GRANDY AVE	JOHN G SCOTT		3-2-16	[illegible]
2900 Cape Henry	Lilia Russell		03.02.16	[illegible]
2535 Ballentine Blvd.	Momis A John		03-4/16	Momis A John
2517 Ballentine Blvd.	Kenneth Stephens		03/5/16	[illegible]
2517 Ballentine Blvd.	Carmella Stephens		3/5/16	Carmella Stephens
2520 Ballentine Blvd.	Donovan Lee		3/6/16	[illegible]
2520 Ballentine Blvd	amanda Lee		3/6/16	amanda Lee
2520 Ballentine Blvd	~~Amand~~ Maggie Olcott		3/6/16	Margaret Olcott
2300 VINCENT AVE	ZEB LEISTER		3/6/16	[illegible]
2307 VINCENT AVE	Jonathan Moller		3/6/16	[illegible]
2222 Vincent Ave	Marvin Childers		3/6/16	[illegible]
3026 Cape Henry			3/6/16	[illegible]

Curtis Holland

This petition is to permanently remove the basketball courts from the current location at the Ballentine School property. A replacement amenity such as an ADA accessible playground, walking trail or other park equipment will be decided by popular vote at a neighborhood meeting in agreement with the developer Luna Development, the City of Norfolk and Ballentine Place residents at a later date. By signing this petition, I state that I DO NOT want basketball courts under any circumstances to be placed in the Ballentine Park.

Residents of Ballentine Place

Address	Name	Phone	Date	Signature
2927 DANAST	DURWOOD PERRY		3-6-16	Durwood Perry
2330 Harrell Ave	Alison Bailey		3-6-16	Ali Bailey
2330 Harrell Ave	Leslie Smith		3-6-16	Leslie
2316 Harrell	P. Foreman (MRS.)		3-6-16	P. Foreman
2316 HARRELL AVE	W. foreman (MR)		3-6-16	W. foreman
2323 Harrell Ave.	Vernon Lewis		3-6-16	Vernon Lewis
2325 Harrell AVE	MARjorie MACK		3-6-16	Marjorie Mack
2705 Shoop Ave	RONALD MORTON		3-6-16	Ronald Morton
2705 Shoop Ave	ARDIS S. MORTON		3-6-16	Ardis S. Morton
2415 Harrell Ave	Greg M Robinson		3-6-16	Greg M Robinson
2417 Harrell Ave	Kallie Robinson		3-6-16	
2274 Harrell Ave.	Edward Scott		3-6-16	Edward Scott
3022 Cape henry Ave	CALVIN KING		3-6-16	Calvin King
3022 Cape henry Ave	ALVIN L. KING		3-6-16	Alvin King
2216 vincent Ave	Anthony Woodrow		3-6-16	
2148 Ballentine Blvd	ROSE ROBERSON		3-8-16	Rose Roberson
2148 Ballentine Blvd	Carolyn Plummer		3-8-16	Carolyn Plummer
2134 GRANDY AV	RICHARD S RIDDICK		3-8-16	Richard Riddick
2226 Harrell Ave	Michael Phillips		3-8-16	
3001 Dana St	Jackie Grasser		3-8-16	J Grasser
2339 Harrell Ave	Brad Boyd Smith		3-8-16	Brad Smith
2229 Harrell Ave	Leroy D. Woods		3-9-16	Leroy D. Woods
2219 Harrell Ave	Shavon Ford		3-9-16	Shavon Ford
2320 BALLentine BLVD	HILTON CURNEY		3-9-16	HILTON CURNEY
2926 Cape Henry Ave	Angel Barnhill		3-10-16	Angel Barnhill

City of NORFOLK

C: Dir., Department of City Planning

May 24, 2016

To the Honorable Council
City of Norfolk, Virginia

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

Subject: **Text amendment to section 2-3, "Definitions," Table 5-A, "Office and Business/Commerce Districts Table of Land Uses," Table 6-A, "Commercial Districts Table of Land Uses," Table 7-A, "Industrial Districts Table of Land Uses," and Table 8-A, "Downtown Districts Table of Land Uses," of the *Zoning Ordinance* to create definitions and regulation pertaining to a "micro-distillery."**

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-3**

I. **Staff Recommendation: Approval**

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

III. **Request:** This request proposes to create a definition for micro-distilleries and to allow them in certain Business and Commerce, Commercial, Industrial and Downtown Districts.

IV. **Applicant: City Planning Commission**

V. **Description:**

- In the past decade, the number of microbreweries and brewpubs has grown substantially.
- Similarly, the desire to produce and sell distilled spirits in a small scale, 'craft' style has become increasingly popular.
- The Virginia General Assembly has recently allowed the production and sale of distilled spirits by individuals other than the State subject to appropriate ABC licensure.
- This use can help to re-establish underutilized industrial and commercial areas.
- Currently, the *Zoning Ordinance* permits Brewery/Cidery/Distillery/Winery in Industrial Districts (I-1, I-2) the Downtown Arts and Design District (D-4) and the Riverview Pedestrian Commercial Overlay District (PCO-Riverview) by-right.
- The proposed text amendment would create a definition for a micro-distillery:
  - Primary function is production of distilled spirits, but would permit retail sales of the product for both on and off-site consumption

- Micro-distilleries include a commercial component, and would be allowed by special exception in the Business and Commerce Park districts (BC-1, BC-2), Industrial Districts (I-1, I-2), Downtown Districts (D-1, D-2, D-3, D-4, and D-5) and Commercial Districts (C-2, C-3)

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

Attachments:

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

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: April 28, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Susan Pollock, CFM

Staff Report	Item No. 3	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Amendment to section 2-3, "Definitions," Table 5-A, "Office and Business/Commerce Districts Table of Land Uses," Table 6-A, "Commercial Districts Table of Land Uses," Table 7-A, "Industrial Districts Table of Land Uses," and Table 8-A, "Downtown Districts Table of Land Uses," of the *Zoning Ordinance* to create definitions and regulation pertaining to a "micro-distillery."

A. Summary of Request

This request is to create a definition for micro-distilleries and to allow the on-premise consumption and off-premises sales of distilled spirits produced on site by special exception in certain Business and Commerce Districts, Commercial Districts, Industrial Districts and Downtown Districts.

B. Plan Consistency

- The Enhancing Economic Vitality Chapter of *plaNorfolk2030* includes an action calling for modifications to city processes, including zoning requirements, to support business investment.
  - The proposed changes to the *Zoning Ordinance* are consistent with the recommendations of that action.
- The Enjoying Daily Life Chapter of *plaNorfolk2030* includes an action calling for supporting the efforts of the creative class in enhancing the City's culture.
  - Given that the proposed changes enhance the environments for these types of businesses, the proposal is consistent with *plaNorfolk2030*.

C. Zoning Analysis

- In the past decade, the number of microbreweries and brewpubs has grown substantially.
- Similarly, the desire to produce and sell distilled spirits in a small scale, 'craft' style has become increasingly popular.
- The Virginia General Assembly has recently allowed the production and sale of distilled spirits by individuals other than the State subject to appropriate ABC licensure.

- This use can help to re-establish underutilized industrial and commercial areas.
- Currently, the *Zoning Ordinance* permits Brewery/Cidery/Distillery/Winery in Industrial Districts (I-1, I-2) the Downtown Arts and Design District (D-4) and the Riverview Pedestrian Commercial Overlay District (PCO-Riverview) by-right.
- The proposed text amendment would create a definition for a micro-distillery:
  - Primary function is production of distilled spirits, but would permit retail sales of the product for both on and off-site consumption
- Micro-distilleries include a commercial component, and would be allowed by special exception in the Business and Commerce Park districts (BC-1, BC-2), Industrial Districts (I-1, I-2), Downtown Districts (D-1, D-2, D-3, D-4, and D-5) and Commercial Districts (C-2, C-3)

D. Transportation Impacts
N/A

E. Historic Resources Impacts
N/A

F. Public Schools Impacts
N/A

G. Environmental Impacts
N/A

H. AICUZ Impacts
N/A

I. Surrounding Area/Site Impacts
Conditions contained in the specific special exception will address any associated site/are concerns.

J. Payment of Taxes
N/A

K. Civic League
N/A

L. Communication Outreach/Notification
Legal notification was placed in *The Virginian-Pilot* on April 14 and 21.

M. Recommendation
Staff recommends that the text amendment request be **approved.** The proposed text amendment supports the efforts of the creative class in enhancing the City's culture and promotes the reuse of industrial and commercial buildings.

Attachments:

Proposed text

Proponents and Opponents

Proponents

Opponents
None

04/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 2-3 AND TABLES 5-A, 6-A, 7-A, AND 8-A OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ADD A DEFINITION AND TO ALLOW "MICRODISTILLERY" AS A SPECIAL EXCEPTION USE IN VARIOUS ZONING DISTRICTS.

- - -

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

Section 1:- That Section 2-3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Definitions," is hereby amended and reordained so as to create a definition for "Micro-distillery". The definition shall read as forth in "Exhibit A," attached hereto.

Section 2:- That Table 5-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses," is hereby amended and reordained so as to allow "Micro-distillery" as a use permitted by special exception in the BC-1 (Business and Commerce Park) and BC-2 (Business and Commerce Park) Districts. The table shall read as set forth in "Exhibit B," attached hereto.

Section 3:- That Table 6-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses," is hereby amended and reordained so as to allow "Micro-distillery" as a use permitted by special exception in the C-2 (Corridor Commercial) and C-3 (Retail Center Commercial) Districts. The table shall read as set forth in "Exhibit C," attached hereto.

Section 4:- That Table 7-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses," is hereby amended and reordained so as to allow "Micro-distillery" as a use permitted by special exception in the I-1 (Limited Industrial) and I-2 (Light Industrial) Districts. The table shall read as set forth in "Exhibit D," attached hereto.

Section 5:- That Table 8-A of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Table of Land Uses," is hereby amended and reordained so as to allow "Micro-distillery"

as a use permitted by special exception in the D-1 (Downtown Waterfront), D-2 (Downtown Regional Center), D-3 (Downtown Mixed Use), D-4 (Downtown Arts and Design), and D-5 (Fort Norfolk) Districts. The table shall read as set forth in "Exhibit E," attached hereto.

Section 6:- The Council hereby finds that this zoning amendment is required by public necessity, convenience, general welfare, or good zoning practice.

Section 7:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENTS:
Exhibit A (1 page)
Exhibit B (3 pages)
Exhibit C (4 pages)
Exhibit D (3 pages)
Exhibit E (4 pages)

Exhibit A

2-3 Definitions.

...

Micro-distillery. A facility that produces and distributes spirits as defined under Virginia Code section 4.1-100 and which may include a tasting room and the retail sale of alcoholic beverages for off-premises consumption but which does not include the preparation or service of food. All alcoholic beverages served both on-premises and off-premises are limited to only those produced on site.

...

Exhibit B

BC-1, BC-2, and O-1 – OFFICE AND BUSINESS/COMMERCE DISTRICTS
TABLE 5-A – TABLE OF LAND USES

LAND USES	DISTRICTS			COMMENTS
P = Permitted S = Special Exception	O-1	BC-1	BC-2	
OFFICE USES				
Laboratory		P	P	
Office	P	P	P	
Office, Contractor (no exterior storage)		P	P	
Office, Contractor (with exterior storage)			P	
Office/Clinic, Medical	P	P	P	
COMMERCIAL USES				
Automobile and Truck Rental			P	
Automobile and Truck Repair			P	Subject to the requirements of § 25-10.3 Automobile repair and gas station
Brewpub		S	S	
Commercial Drive-Through	S	S	S	Subject to the requirements of § 25-10.8 Commercial drive-through facility
Commercial Fueling Depot			S	Subject to the requirements of §25-10.3, Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Eating Establishment	P	P	P	
Eating and Drinking Establishment	S	S	S	Subject to the requirements of § 25-10.1 Adult uses
Entertainment Establishment	S	S	S	Subject to the requirements of § 25-10.1 Adult uses
Financial Institutions	P	P	P	
Health and Fitness Facility	P	P	P	
Hotel/Motel	P	P	P	Subject to the permit requirements of Norfolk City Code chapter 22, article II (§ 22-27 et seq.)
Mini-Warehouse		P	P	

LAND USES	DISTRICTS			COMMENTS
P = Permitted **S = Special Exception**	**O-1**	**BC-1**	**BC-2**	
Recreational Sports, Indoor		S	S	
Retail Services Establishments	P	P		
Sale of Alcoholic Beverages for Off-Premises Consumption	S	S	S	Subject to the requirements of § 25-10.1 Adult uses
Studio, Arts		P	P	
Studio, Dance	P	P	P	
Vendor	P	P	P	Subject to the requirements of City Code § 42 – Article I-A
***PUBLIC AND CIVIC USES* (Sites < 1 Acre)**				
Broadcast Studio	P	P	P	
Communication tower (commercial)	S	S	S	Subject to the requirements of § 25-10.5 Communication Tower
Day Care Center, Adult	P	P	P	
Day Care Center, Child	P	P	P	
Educational Facility, Professional and Vocational	P	P	P	
Governmental Operations (non-industrial)	P	P	P	
Park	P	P	P	
Utility Facility	P	P	P	
INDUSTRIAL USES				
Brewery		P	P	
Flammable Liquid and Gas Distribution/Storage			S	
Heavy Equipment Rental, Sales, and Service			P	
Manufacturing, Light		P	P	
Manufacturing, Paint			S	
Microbrewery		S	S	
Micro-distillery		S	S	
Railroad Repair Shop			P	
Recycling Collection Station			P	
Ship Chandler		P	P	

LAND USES	DISTRICTS			COMMENTS
P = Permitted **S = Special Exception**	**O-1**	**BC-1**	**BC-2**	
Trucking Terminal			P	
Warehouse/Wholesale		P	P	Display and sales area not to exceed 15% of gross floor area

Exhibit C

COMMERCIAL DISTRICTS
TABLE 6-A – TABLE OF LAND USES

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

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

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

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

EXHIBIT D

INDUSTRIAL DISTRICTS
TABLE 7-A – TABLE OF LAND USES

LAND USES	DISTRICTS					COMMENTS
P = Permitted Use S = Special Exception Use	I-1	I-2	I-3	I-4	I-5	
OFFICE USES						
Laboratory	P					
Office	P	P	P			
Office, Contractor (no exterior storage)	P	P	P			
Office, Contractor (with exterior storage)		P	P			
COMMERCIAL USES						
Automobile and Truck Rental	P	P	P			
Automobile and Truck Repair	S	S				Subject to the requirements of § 25-10.3 Automobile repair and gas station
Boat Sales and Service	P			P		
Building Materials Sales and Distribution	P	P				
Car Wash	S					
Commercial Drive-Through	S	S	S	S	S	Subject to the requirements of § 25-10.8 Commercial drive-through facility
Convenience Store, 24-Hours (with fuel sales)	S	S				Subject to the requirements of §25-10.3, Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Eating Establishment	P	P	P	P		
Eating and Drinking Establishment	S	S		S		Subject to the requirements of § 25-10.1 Adult uses
Entertainment Establishment	S	S		S		Subject to the requirements of § 25-10.1 Adult uses. If Dance Floor is Requested, may be Subject to the requirements of City Code § 5 – Article II
Financial Institutions	P	P				
Gas Station	S	S				Subject to the requirements of § 25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility	P	P				
Kennel (with no outdoor area)	P	P				
Kennel (with outdoor area)	P	P				
Marina (without boat repair)				P		
Marina (with boat repair)				P		

LAND USES	DISTRICTS					COMMENTS
P = Permitted Use **S = Special Exception Use**	**I-1**	**I-2**	**I-3**	**I-4**	**I-5**	
Mini-Warehouse	P	P				
Recreational Sports, Indoor	P	P				
Sale of Alcoholic Beverages for Off-Premises Consumption	S	S		S		Subject to the requirements of § 25-10.1 Adult uses
Studio, Dance	P	P				
Tattoo Parlor/School	S					Subject to the requirements of § 25-10.9 Tattoo parlor and tattoo school
Taxicab Operation	P	P				Subject to the requirements of City Code § 34.1
Vendor	P	P				Subject to the requirements of City Code § 42 – Article I-A
PUBLIC AND CIVIC USES (Sites < 1 Acre)						
Broadcast Studio	P					
Communication Tower (commercial)	S	S	S	S	S	Subject to the requirements of § 25-10.5 Communication Tower
Educational Facility, Professional and Vocational		P	P			
Governmental Operations (industrial)	P	P	P	P	P	
Governmental Operations (non-industrial)	P	P	P	P	P	
Hiring Hall	P	P	P	P	P	
Membership Organization	P					
Outreach Center	S					
Park	P	P	P	P	P	
Passenger Terminal, Cruise Ship					P	
Religious Institution	P			P		
Utility Facility	P	P	P	P	P	
Yacht Club, Country Club				P		
INDUSTRIAL USES						
Asphalt and Concrete Manufacturing			P	P	P	
Automobile Salvage, Indoor			P			
Automobile Salvage, Outdoor			S			
Automobile Storage Yard	S	S				
Boat Building/Repair				P		
Boat Dry Storage Facility				S		
Brewery/Cidery/Distillery/Winery	P	P				
Cargo Pier/Terminal					P	
Carpet and Upholstery Cleaning	P	P				
Chemical Manufacturing/Storage			S		S	
Explosive Manufacturing/Storage			S			
Fishery				P		

LAND USES	DISTRICTS					COMMENTS
P = Permitted Use **S = Special Exception Use**	**I-1**	**I-2**	**I-3**	**I-4**	**I-5**	
Flammable Liquids and Gases Distribution/Storage			S		S	
Food Production/Processing	P	P				
Grain Elevator					P	
Heavy Equipment Rental, Sales and Service			P			
Incinerator, Medical Waste			S			
Laundry Plant/Dry Cleaning Plant	P	P	P			
Manufacturing, Heavy			P			
Manufacturing, Light	P	P	P			
Manufacturing, Paint			S			
Microbrewery	S	S				
Micro-distillery	S	S				
Moving and Storage	P	P				
Railroad Repair Shop	P		P			
Recycling Collection Station	P	P	P			
Recycling Processing Center			P		P	
Rock, Sand and Gravel Distribution/Storage			P	P	P	
Seafood Processing (including retail sales)		P	P	P		
Ship Building/ Repair					P	
Ship Chandler		P		P	P	
Solid Waste Transfer Station			S			
Trucking Terminal	S	S	P			
Warehouse/Wholesale	P	P				Display and sales area not to exceed 15% of gross floor area
Wastewater Treatment Plant					P	
Water Treatment Plant			P			

EXHIBIT E

DOWNTOWN DISTRICTS
TABLE 8-A – TABLE OF LAND USES

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
RESIDENTIAL USES						
Continuing Care Retirement Community					P	
Mixed Uses	P	P	P	P	P	
Multi-Family (3-6 units)	P	P	P	P	P	
Multi -Family (7 or more units)	P	P	P	P	P	
Townhouse	P	P	P	P	P	
OFFICE USES						
Office	P	P	P	P	P	
Office, Contractor (no exterior storage)	P	P	P	P	P	
Office/Clinic, Medical		P	P	P	P	
COMMERCIAL USES						
After Hours Membership Organization	S	S	S			
Antique Store				P		
Art Gallery	P	P	P	P	P	
Automobile and Truck Rental			S	S		
Automobile and Truck Repair				S		Subject to the requirements of §25-10.3 Automobile repair and gas station
Bed and Breakfast			P	P		
Brewpub	S	S	S	S	S	
Commercial Drive-Through	S	S	S			Subject to the requirements of §25-10.8 Commercial drive-through facility
Consignment Shop			P	P		Limited to 3,500 square feet or less
Convenience Store, 24-hours	S	S	S	S	S	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
Convenience Store, 24-hours (with fuel sales)				S	S	Subject to the requirements of §25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Eating and Drinking Establishment	S	S	S	S	S	Subject to the requirements of §25-10.1 Adult uses
Eating Establishment	P	P	P	P	P	
Entertainment Establishment	S	S	S	S	S	Subject to the requirements of §25-10.1 Adult uses
Farmer's Market			S	P		
Financial Institution	P	P	P	P	P	
Flea Market, Indoor				S		
Flea Market, Outdoor				S		
Gas Station				S		Subject to the requirements of §25-10.3 Automobile repair and gas station. Subject to the requirements of §13-6.6 Motor fuel pumps, islands and curbs.
Health and Fitness Facility	P	P	P	P	P	
Hotel/Motel	P	P	P	P	P	Subject to the permit requirements of Norfolk City Code chapter 22, article II (§ 22-27 et seq.)
Marina (without boat repair)	S				P	
Parking Facility	P	P	P	P	S	
Recreation Center, Commercial	S	S	S	S		
Recreational Sports, Indoor		P	P	P	P	
Recreational Sports, Outdoor				S		
Retail Goods Establishment	P	P	P	P	P	
Retail Goods Establishment (operating after midnight)	S	S	S	S	S	
Retail Services Establishment	P	P	P	P	P	

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
Retail Services Establishment (operating after midnight)	S	S	S	S	S	
Sale of Alcoholic Beverages for Off-Premises Consumption	S	S	S	S	S	Subject to the requirements of §25-10.1 Adult uses
Studio, Arts		P	P	P		
Studio, Dance	P	P	P	P	P	
Tattoo Parlor/School				S		Subject to the requirements of §25-10.9 Tattoo parlor and tattoo school
Theater	P	P	P	P	P	
Therapeutic Massage Facility			P	P		
Used Books/Media Sales			S	P		
Used Merchandise Establishment				S		
PUBLIC AND CIVIC USES						
Amphitheater, Arena, Stadium	P			P		
Broadcast Studio	P	P	P	P	P	
Communication Tower (commercial)	S	S	S	S	S	Subject to the requirements of §25-10.5 Communication Tower
Conference Center	P	P				
Correctional Facility		P				
Day Care Center, Adult		P	P	P	P	
Day Care Center, Child		S	S	S	S	Subject to the requirements of §25-10.2 Day care center
Educational Facility, College/University		P	P	P		
Educational Facility, K—8		P	P	P		
Educational Facility, 6-12		P	P	P		
Educational Facility Professional and Vocational		P	P	P		
Governmental Operations (non-industrial)	P	P	P	P	P	
Heliport	P					
Library		P	P	P		

LAND USES P = Permitted Use S = Special Exception Use	DISTRICTS					COMMENTS
	D-1	D-2	D-3	D-4	D-5	
Membership Organization	P	P	P	P	S	
Museum	P	P	P	P	P	
Outreach Center				S		
Park	P	P	P	P	P	
Passenger Terminal, Bus				P		
Passenger Terminal, Cruise Ship	P					
Passenger Terminal, Railroad	P					
Recreation Center, Community (private)				P		
Recreation Center, Community (public)				P		
Religious Institution	P	P	P	P	S	
Utility Facility	P	P	P	P	P	
INDUSTRIAL USES						
Brewery/Cidery/Distillery/Winery				P		
Microbrewery	S	S	S	S	S	
Micro-distillery	S	S	S	S	S	
Warehouse/Wholesale				S		

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: **Zoning text amendment to section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "Day Care Home" to match the minimum number of children standard adopted in new state law changes.**

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-4**

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

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

III. **Request:** This request would amend the definition of "Day care home" as defined within the City's *Zoning Ordinance*, to adjust the minimum number of children that defines care within a home as a "day care home," in order to remain consistent with recent changes to Virginia state law.

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

V. **Description:**

- In 2015, the Virginia General Assembly modified the minimum qualifying criteria regulating day care homes to promote more oversight of day care homes within the Commonwealth.
- The modified law goes into effect Statewide on July 1, 2016, and the change will require residential dwellings to be considered a day care home if the care and maintenance is provided to more than four children, whereas previously the threshold was a minimum of five children.
- Proposed revision: *Day care home. The secondary use of a one-family residential dwelling in which care and maintenance is provided to more than ~~five~~ four (~~5~~4) but not more than twelve (12) children who are separated from their guardians during part of the day and does not employ more than one (1) person who does not reside in the home.*

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

VII. Public Schools Impacts

N/A

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

Attachments:

- Staff Report to CPC dated April 28, 2016 with attachments
- Proponents and Opponents
- Ordinance

Proponents and Opponents

Proponents
None

Opponents
None

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: April 28, 2016
Executive Secretary: George M. Homewood, FAICP, CFM
Planner: Matthew Simons, AICP, CZA, CFM

Staff Report	Item No. 5	
Applicant	City Planning Commission	
Request	Zoning Text Amendment	Zoning text amendment to section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "Day Care Home" to match the minimum number of children standard adopted in new state law changes.

A. Summary of Request

- The request would amend the definition of "Day care home" as defined within the City's *Zoning Ordinance*, to adjust the minimum number of children that defines care within a home as a "day care home," in order to remain consistent with recent changes to Virginia state law.
- Proposed revision: *Day care home. The secondary use of a one-family residential dwelling in which care and maintenance is provided to more than ~~five~~ four (~~5~~4) but not more than twelve (12) children who are separated from their guardians during part of the day and does not employ more than one (1) person who does not reside in the home.*

B. Plan Consistency

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

C. Zoning Analysis

- In 2015, the Virginia General Assembly modified the minimum qualifying criteria regulating day care homes to promote more oversight of day care homes within the Commonwealth.
- The modified law goes into effect Statewide on July 1, 2016, and the change will require residential dwellings to be considered a day care home if the care and maintenance is provided to more than four children, whereas previously the threshold was a minimum of five children.
  - The minimum number of children has not included those children who reside within the home and that provision will not change with this amendment.
- In order to address any potential impacts to neighbors, a special exception will still be required for day care homes with between five to nine children on any residential lot

between 5,000-5,999 square feet in lot area and developed with a single-family home with a minimum of 1,200 square feet.

- A new Certificate of Occupancy will still be required to ensure that the home can safely accommodate the increase in children within the home.

D. Transportation Impacts

N/A

E. Historic Resources Impacts

N/A

F. Public Schools Impacts

N/A

G. Environmental Impacts

N/A

H. AICUZ Impacts

N/A

I. Surrounding Area/Site Impacts

- The minimum lot size criteria will still be required, currently defined as:
  - Lots with at least 10,000 square feet – up to twelve children permitted by-right.
  - Lots with at least 6,000 square feet – up to nine children permitted by-right.
  - Lots with at least 5,000 square feet but less than 6,000 square feet - up to nine children permitted by special exception.

J. Payment of Taxes

N/A

K. Civic League

N/A

L. Communication Outreach/Notification

Legal notification was placed in *The Virginian-Pilot* on April 14 and April 21.

M. Recommendation

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

Attachments:

Proposed text

Proponents and Opponents

Proponents
None

Opponents
None

04/22/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 2-3 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO ADJUST THE DEFINITION FOR "DAY CARE HOME" TO MAINTAIN CONSISTENCY WITH AMENDMENTS TO STATE LAW REFORMING THE REGULATION OF CHILD CARE PROVIDERS.

- - -

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

Section 1:- That Section 2-3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Definitions," is hereby amended and reordained so as to alter the definition for "Day Care Home" to maintain consistency with amendments to state law reforming the regulation of child care providers. The definition shall read as forth in "Exhibit A," attached hereto.

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

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

2-3 Definitions.

...

Day care home. The secondary use of a one-family residential dwelling in which care and maintenance is provided to more than four (4) but not more than twelve (12) children who are separated from their guardians during part of the day and does not employ more than one (1) person who does not reside in the home.

...

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: **Zoning text amendment to section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "Sign" to ensure compliance with recent court rulings and Constitutional requirements**

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

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-5**

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

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

III. **Request:** The request would amend the definition of "Sign" within the City's *Zoning Ordinance*, to remove parts of the definition to ensure compliance with recent court rulings.

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

V. **Description:**

- The Fourth Circuit Court on January 29, 2016, on remand from the Supreme Court of the United States, re-heard the Central Radio case against the City of Norfolk regarding signage.
- The Fourth Circuit found that the previous definition of a "sign" as contained in the City of Norfolk *Zoning Ordinance* was unconstitutional.
- The definition of sign was carried forward into the new sign code that was adopted in 2015.
- In order to avoid conflicts with court decisions, portions of the definition will be removed to condense and simplify the definition of sign.
- What constitutes a sign will continue to be interpreted based on the definition and on a case by case basis.

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

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

Staff point of contact: Robert Tajan at 664-4756, Robert.Tajan@norfolk.gov

Attachments:

- Staff Report to CPC dated April 28, 2016 with attachments
- Proponents and Opponents
- Ordinance

Proponents and Opponents

Proponents
None

Opponents
None

THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: April 28, 2016

Executive Secretary: George M. Homewood, FAICP, CFM

Planner: Robert J. Tajan, AICP, CFM

Staff Report	**Item No.** 4	
Applicant	**City Planning Commission**	
Request	**Zoning Text Amendment**	Zoning text amendment to section 2-3, "Definitions," of the *Zoning Ordinance* to amend the definition of "Sign" to ensure compliance with recent court rulings and Constitutional requirements.

A. Summary of Request

The request would amend the definition of "Sign" within the City's *Zoning Ordinance*, to remove parts of the definition to ensure compliance with recent court rulings.

B. Plan Consistency

The proposed text amendment does not include any changes that are inconsistent with the policies of *plaNorfolk2030*.

C. Zoning Analysis

- The Fourth Circuit Court on January 29, 2016, on remand from the Supreme Court of the United States, re-heard the Central Radio case against the City of Norfolk regarding signage.
- The Fourth Circuit found that the previous definition of a "sign" as contained in the City of Norfolk *Zoning Ordinance* was unconstitutional.
- The definition of sign was carried forward into the new sign code that was adopted in 2015.
- In order to avoid conflicts with court decisions, portions of the definition will be removed to condense and simplify the definition of sign.
- What constitutes a sign will continue to be interpreted based on the definition and on a case by case basis.

D. Transportation Impacts

N/A

E. Historic Resources Impacts

N/A

F. Public Schools Impacts

N/A

G. Environmental Impacts
N/A

H. AICUZ Impacts
N/A

I. Surrounding Area/Site Impacts
N/A

J. Payment of Taxes
N/A

K. Civic League
N/A

L. Communication Outreach/Notification
Legal notification was placed in *The Virginian-Pilot* on April 14 and April 21.

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

Attachments:
Proposed text

04/22/2016 lds

Form and Correctness Approved: RAP

By _____
Office of the City Attorney

Contents Approved: RM

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE TO AMEND SECTION 2-3 OF THE ZONING ORDINANCE OF THE CITY OF NORFOLK, 1992, SO AS TO REMOVE REFERENCES TO CERTAIN FLAGS AND WORKS OF ART.

- - -

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

Section 1:- That Section 2-3 of the Zoning Ordinance of the City of Norfolk, 1992 (as amended), entitled "Definitions," is hereby amended and reordained so as to alter the definition for "Sign" by removing references to certain flags and works of art in order to maintain consistency with new interpretations of how to correctly apply the free speech clause of the First Amendment to sign regulations. The definition shall read as forth in "Exhibit A," attached hereto.

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

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

ATTACHMENT:
Exhibit A (1 page)

Exhibit A

2-3 Definitions.

...

Sign. Any object, device, display, or structure, or part thereof, visible from a public place, a public right-of-way, any parking area or right-of-way open to use by the general public, or any navigable body of water which is designed and used to attract attention to an institution, organization, business, product, service, event, or location by any means involving words, letters, figures, designs, symbols, fixtures, logos, colors, illumination, or projected images.

...

City of NORFOLK

C: Dir., Department of Planning and Community Development

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: **The closing, vacating and discontinuing of a portion of Jolly Roger Way**

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

Approved: _____ **Item Number:** **PH-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:** Closure of a portion of Jolly Roger Way from the eastern line of Shore Drive to the western line of 23rd Bay Street.

IV. **Applicant:** Norfolk Redevelopment and Housing Authority

V. **Description:**
- The right-of-way to be closed is located entirely within the East Beach Community which is developed with residential and mixed uses.
- The right-of-way will be incorporated into the site plan for the next phase of development in East Beach.
- Appropriate utility easements and adjustments related to the proposed closure have been made with the Norfolk Department of Utilities, Dominion Virginia Power, and Verizon.
- This property, if closed, will convey to the Norfolk Redevelopment and Housing Authority at no cost.

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

Attachments:
- Ordinance
- Staff Report to CPC dated May 28, 2015 with attachments
- Proponents and Opponents

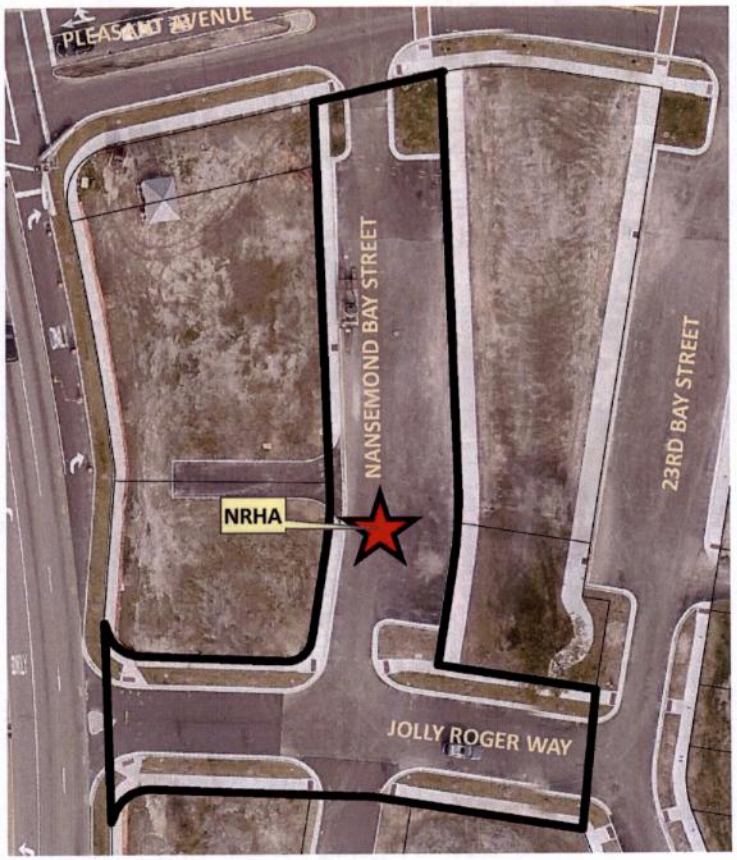
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: April 28, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Staff: Jeffrey K. Raliski, AICP

Staff Report	**Item No.** 21	
Applicant	**Norfolk Redevelopment and Housing Authority**	
Request	**Street Closure of Portions of Nansemond Bay Street and Jolly Roger Way**	
Site Characteristics	Zoning	PD-MUEB (East Beach Planned Development Mixed Use)
	Neighborhood	East Beach
	Character District	Downtown
Surrounding Area	North	PD-MUEB
	East	PD-MUEB
	South	PD-MUEB
	West	C-3 (Retail Center District)



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

A. Summary of Request

- This agenda item is to close portions of Nansemond Bay Street between the southern line of Pleasant Avenue and the northern line of Jolly Roger Way and Jolly Roger Way between the eastern line of Shore Drive and the western line of 23RD Bay Street.
- The rights-of-way to be closed is located entirely within East Beach community which is developed with residential and mixed uses.
- The property will be incorporated into the site plan for the next phase of commercial development in East Beach.
- Appropriate utility easements and adjustments related to the proposed closures have been made with the Norfolk Department of Utilities, Dominion Virginia Power, and Verizon.

B. Financial Impact

- This property, if closed, will convey to the Norfolk Redevelopment and Housing Authority at no cost.
- The addition of the right-of-way to the adjacent parcels should positively impact the value of these properties.

C. Impact on Surrounding Area/Site

- The right-of-way proposed for closure is not an identified existing or planned pedestrian or bicycle route in Norfolk plans.
- Closure of these rights-of-way will not create additional traffic in the East Beach community.

D. Civic League

- Letter was mailed to the East Beach Civic League President on March 16, 2016.

E. Community Outreach/Notification

- Letters were mailed to all property owners within 300 feet of the property on April 13.
- Legal notification was placed in *The Virginian-Pilot* on April 14 and April 21.

F. Recommendation

Staff recommends that the proposed closure of portions of Nansemond Bay Street and Jolly Roger Way be **approved**.

Attachments

- Location Map
- Zoning Map
- Civic League Letter

Proponents

Robert Rivera
3615 Tait Terrace
Norfolk VA 23513

Heather Jones
3615 Tait Terrace
Norfolk VA 23513

Jennifer Ortiz Cliff
3701 Tait Terrace
Norfolk VA 23513

Edward Cliff
3701 Tait Terrace
Norfolk VA 23513

Opponents

4/29/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Planning

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF JOLLY ROGER WAY FROM THE EASTERN LINE OF SHORE DRIVE TO THE WESTERN LINE OF 23RD BAY STREET; AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF TWO UTILITY EASEMENTS BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY.

- - -

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, an application has been received from the Norfolk Redevelopment Housing Authority ("NRHA") for the closure of a portion of Jolly Roger Way from the eastern line of Shore Drive to the western line of 23rd Bay Street, as described in Exhibit A and shown on Exhibit B, 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 Jolly Roger Way be closed, vacated and discontinued; and

WHEREAS, the City requires two utility easements, one fifteen feet in width and one variable in width, as described in

Exhibit C and shown on Exhibit D attached hereto, which easements NRHA has agreed to convey to the City; 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, after a public hearing duly held, it is the judgment of the Council that the said portion of Jolly Roger Way is not needed for public use and travel and 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 the portion of Jolly Roger Way from the eastern line of Shore Drive to the western line of 23rd Bay Street, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That in consideration of the conveyance of two utility easements by the NRHA as described in Exhibit C and shown on Exhibit D, which the City Manager is authorized to accept on behalf of the City, and consistent with City policy regarding the closure of certain streets, the requirements of Section 42-212 of the Norfolk City Code, 1979, are hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded.

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

Closure of a Portion of
Jolly Roger Way

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point that is the northwestern corner of Lot 7-63, Phase Seven, being shown on that certain plat entitled, "Resubdivision of a Portion of Subdivision of East Beach Phase Seven", Sheet 7 of 9; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Page 113; thence, from the point of commencement running along the eastern right of way line of Shore Drive, S04°-29'-45"W, 57.38 feet to a point; thence, turning along said eastern line of Shore Drive in an easterly direction along a curve to the left having a radius of 15.00 feet and an arc length of 12.62 feet to a point; said point being the Point of Beginning; thence, turning and leaving said eastern line of Shore Drive along the northern line of Jolly Roger Way in an easterly direction along a curve to the left having a radius of 15.00 feet and an arc length of 11.55 feet to a point; thence, continuing in an easterly direction along the northern line of Jolly Roger Way along a bearing of S87°-49'-39"E, 57.81 feet to a point; thence, turning along the northern line of Jolly Roger Way in a northerly direction along a curve to the left having a radius of 10.00 feet and an arc length of 14.51 feet to a point; thence, continuing in an easterly direction across the line of Nansemond Bay Street along a bearing of S78°-30'-08"E, 51.05 feet to a point; thence S80°-57'-42"E, 63.50 feet to a point on the western line of 23rd Bay Street; thence, in a southerly direction along the western line of 23rd Bay Street S05°-44'-28"W, 56.09 feet to a point on the southern line of Jolly Roger Way; thence, continuing along the southern line of Jolly Roger Way, N80°-57'-42"W, 84.01 to a point; thence, continuing on the southern line of Jolly Roger Way, N87°-49'-39"W, 88.62 to a point; thence, turning along the southern line of Jolly Roger Way in a southerly direction along a curve to the left having a radius of 15.00 feet and an arc length of 11.74 feet to a point; thence, continuing in a northerly direction along a bearing of N02°-56'-16"W, 61.85 feet to the Point of Beginning, all as shown on that certain exhibit entitled "Street Closure Exhibit for Resubdivision of a Portion of Subdivision of East Beach Phase Seven" dated August 19, 2015, and indexed as Sheet 2 of 3.

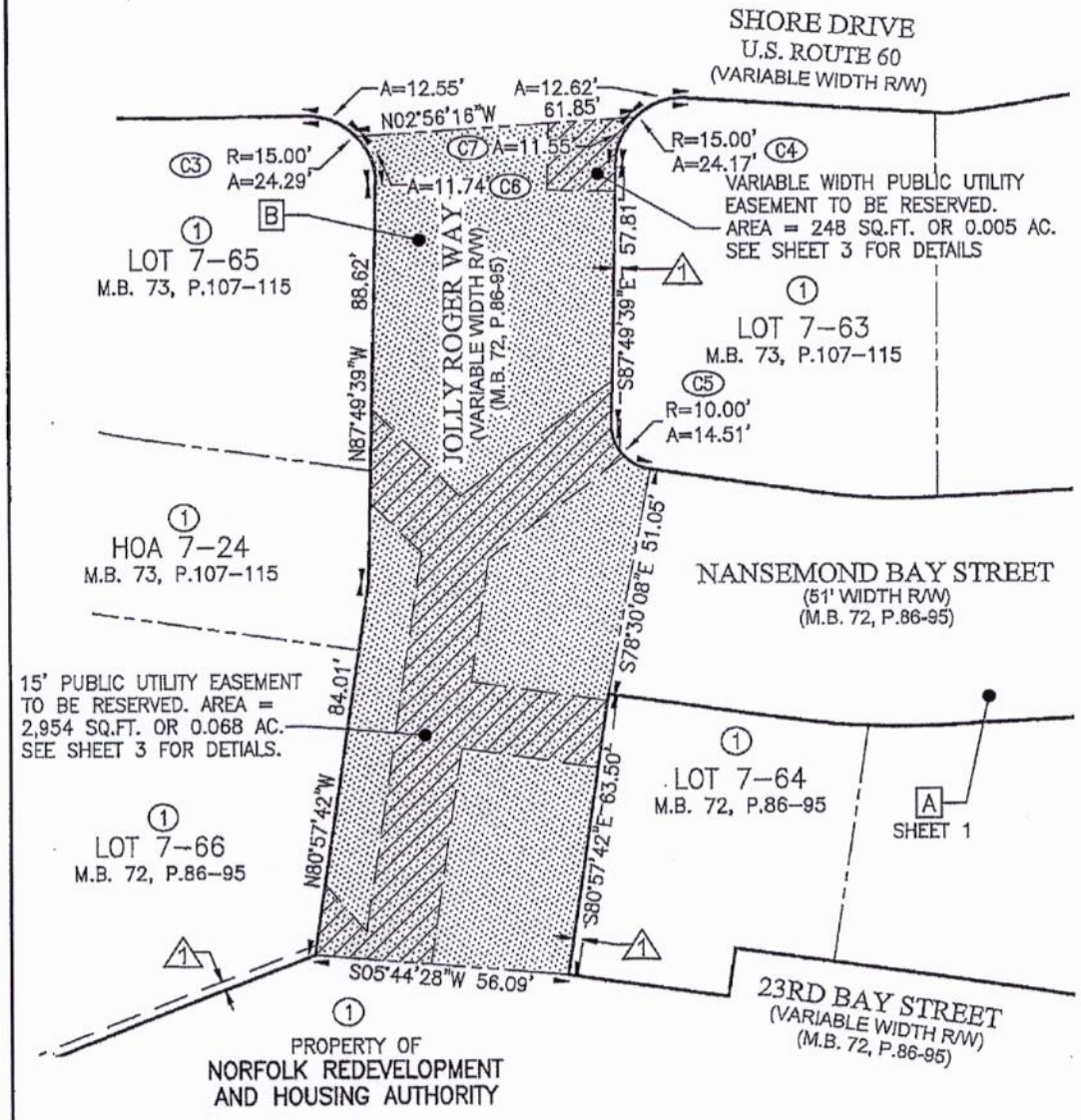
The above-described parcel contains 0.228 acre of land, more or less.

November 25, 2015

EXHIBIT B TO ORDINANCE

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

CURVE TABLE						
CURVE	ARC	RADIUS	DELTA	TANGENT	CHORD	BEARING
C3	24.29'	15.00'	92°47'00"	15.75'	21.72'	S45°46'51"W
C4	24.17'	15.00'	92°19'24"	15.62'	21.64'	S41°39'57"E
C5	14.51'	10.00'	83°08'03"	8.87'	13.27'	N50°36'19"E
C6	11.74'	15.00'	44°51'44"	6.19'	11.45'	S69°44'29"W
C7	11.55'	15.00'	44°08'02"	6.08'	11.27'	S65°45'39"E



DENOTES RIGHT-OF-WAY TO BE CLOSED

DENOTES PUBLIC UTILITY EASEMENT TO BE RESERVED

A RIGHT-OF-WAY TO BE CLOSED
AREA= 11,499 SQ.FT. OR 0.264 AC.

B RIGHT-OF-WAY TO BE CLOSED
AREA= 10,444 SQ.FT. OR 0.240 AC.

1 2' PUBLIC UTILITY EASEMENT (M.B. 72, P. 86-95)

STREET CLOSURE EXHIBIT

FOR

RESUBDIVISION OF A PORTION OF SUBDIVISON OF EAST BEACH PHASE 7

NORFOLK, VIRGINIA

SCALE: 1"=30' AUGUST 19, 2015

ROUSE-SIRINE ASSOCIATES, LTD.
LAND SURVEYORS & MAPPING CONSULTANTS
www.rouse-sirine.com
333 OFFICE SQUARE LANE
VIRGINIA BEACH, VIRGINIA 23462
TEL.(757)490-2300
FAX:(757)499-9136
362 McLAWS CIRCLE, SUITE 1
WILLIAMSBURG, VIRGINIA 23185
TEL.(757)903-4695
FAX:(757)903-4469

0 30 60 90 FEET
GRAPHIC SCALE

J.O. #13290-5 ACAD:Street_Closure_Exhibit.dwg

EXHIBIT C TO ORDINANCE

15' Utility Easement to be conveyed to the City of Norfolk on Jolly Roger Way

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point that is the southeastern corner of Lot 7-64, Phase Seven, being shown on that certain plat entitled, "Resubdivision of a Portion of Subdivision of East Beach Phase Seven"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 72, Page 92, Sheet 7 of 10; thence, from the point of commencement running along the western right-of-way line of 23rd Bay Street, S05°-44'-28"W, 30.74 feet to a point; said point being the corner of a reserved utility easement and the Point of Beginning; thence, continuing in a southerly direction along the western right-of-way line of 23rd Bay Street, S05°-44'-28"W, 25.35 feet to a point; thence, N80°-57'-42"W, 15.99 feet to a point; said point being located on the southern right-of-way line of Jolly Roger Way; thence, along the southern right-of-way of Jolly Roger Way, a bearing of N50°-46'-41"E, 13.85 feet to a point; thence, along a bearing of N80°-51'-30"W, 85.44 feet to a point; thence, S46°-03'-30"W, 15.78 feet to a point; said point being located on the southern right-of-way line of Jolly Roger Way; thence, along the southern right-of-way of Jolly Roger Way, a bearing of N87°-49'-39"W, 20.81 feet to a point; thence, along a bearing of N46°-03'-30"E, 27.39 feet to a point; thence, along a bearing of N36°-15'-59"W, 42.43 feet to a point; said point being located on the northern right-of-way line of Jolly Roger Way; thence, along a bearing of S87°-49'-39"E, 9.58 feet to a point; thence, turning along the northern line of Jolly Roger Way in a northerly direction along a curve to the left having a radius of 10.00 feet and an arc length of 8.00 feet to a point; thence, along a bearing of S36°-15'-59"E, 37.87 feet to a point; thence, along a bearing of S80°-51'-30"E, 27.77 feet to a point; thence, along a bearing of N09°-08'-30"E, 30.56 feet to a point; said point being located on the northern right-of-way line of Jolly Roger Way; thence, along a bearing of S80°-57'-42"E, 15.00 feet to a point; thence, along a bearing of S09°-08'-30"W, 30.58 feet to a point; thence, along a bearing of S80°-51'-30"E, 48.62 feet to a point; said point being located on the western line of 23rd Bay Street and also being the Point of Beginning; all as shown on that certain exhibit entitled "Street Closure Exhibit for Resubdivision of a Portion of Subdivision of East Beach Phase Seven" dated August 19, 2015, and indexed as Sheet 3 of 3.

The above-described parcel contains 0.068 acre of land, more or less.

November 25, 2015

Variable Width Utility Easement
to be conveyed to the City of Norfolk
on Jolly Roger Way

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: COMMENCING at a point that is the northwestern corner of Lot 7-63, Phase Seven, being shown on that certain plat entitled, "Resubdivision of a Portion of Subdivision of East Beach Phase Seven"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Page 113; thence, from the point of commencement running along the eastern right of way line of Shore Drive, S04°-29'-45"W, 57.38 feet to a point; thence, turning along said eastern line of Shore Drive in an southerly direction along a curve to the left having a radius of 15.00 feet and an arc length of 12.62 feet to a point; said point being the Point of Beginning; thence, turning along the northern line of Jolly Roger Way in an easterly direction along a curve to the left having a radius of 15.00 feet and an arc length of 11.55 feet to a point; thence, continuing in an easterly direction along the northern line of Jolly Roger Way along a bearing of S87°-49'-39"E, 6.28 feet to a point; thence, along a bearing of S02°-10'-21"W, 15.00 feet to a point; thence, along a bearing of N87°-49'-39"W, 15.00 to a point; thence, along a bearing of N02°-56'-16"W, 19.31 feet to a point; said point being the Point of Beginning; all as shown on that certain exhibit entitled "Street Closure Exhibit for Resubdivision of a Portion of Subdivision of East Beach Phase Seven" dated August 19, 2015, and indexed as Sheet 3 of 3.

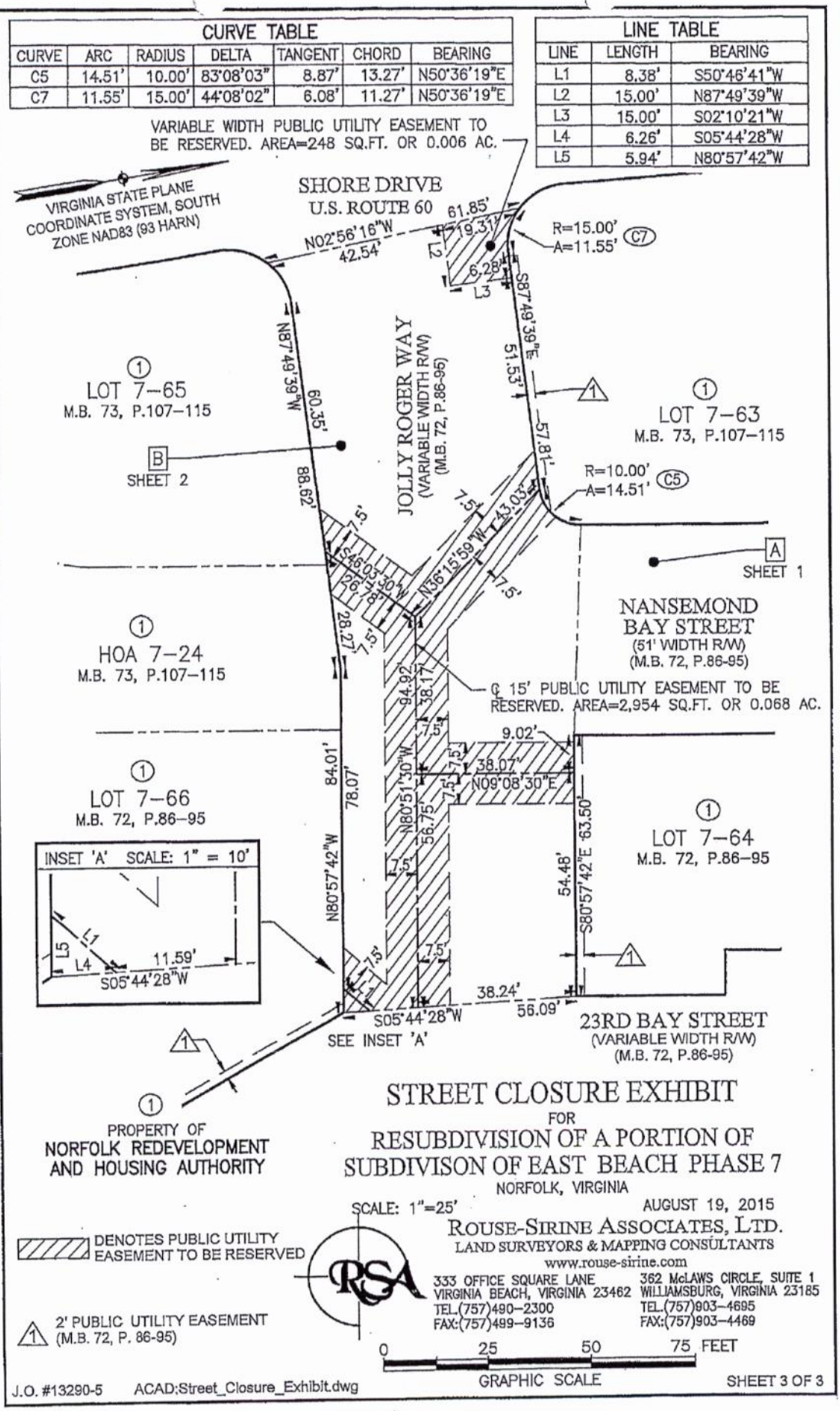
The above-described parcel contains 0.006 acre of land, more or less.

November 25, 2015

EXHIBIT D TO ORDINANCE

CURVE TABLE						
CURVE	ARC	RADIUS	DELTA	TANGENT	CHORD	BEARING
C5	14.51'	10.00'	83°08'03"	8.87'	13.27'	N50°36'19"E
C7	11.55'	15.00'	44°08'02"	6.08'	11.27'	N50°36'19"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.38'	S50°46'41"W
L2	15.00'	N87°49'39"W
L3	15.00'	S02°10'21"W
L4	6.26'	S05°44'28"W
L5	5.94'	N80°57'42"W



STREET CLOSURE EXHIBIT

FOR

RESUBDIVISION OF A PORTION OF SUBDIVISON OF EAST BEACH PHASE 7

NORFOLK, VIRGINIA

SCALE: 1"=25'

AUGUST 19, 2015

DENOTES PUBLIC UTILITY EASEMENT TO BE RESERVED

1 2' PUBLIC UTILITY EASEMENT (M.B. 72, P. 86-95)

ROUSE-SIRINE ASSOCIATES, LTD.
LAND SURVEYORS & MAPPING CONSULTANTS
www.rouse-sirine.com
333 OFFICE SQUARE LANE
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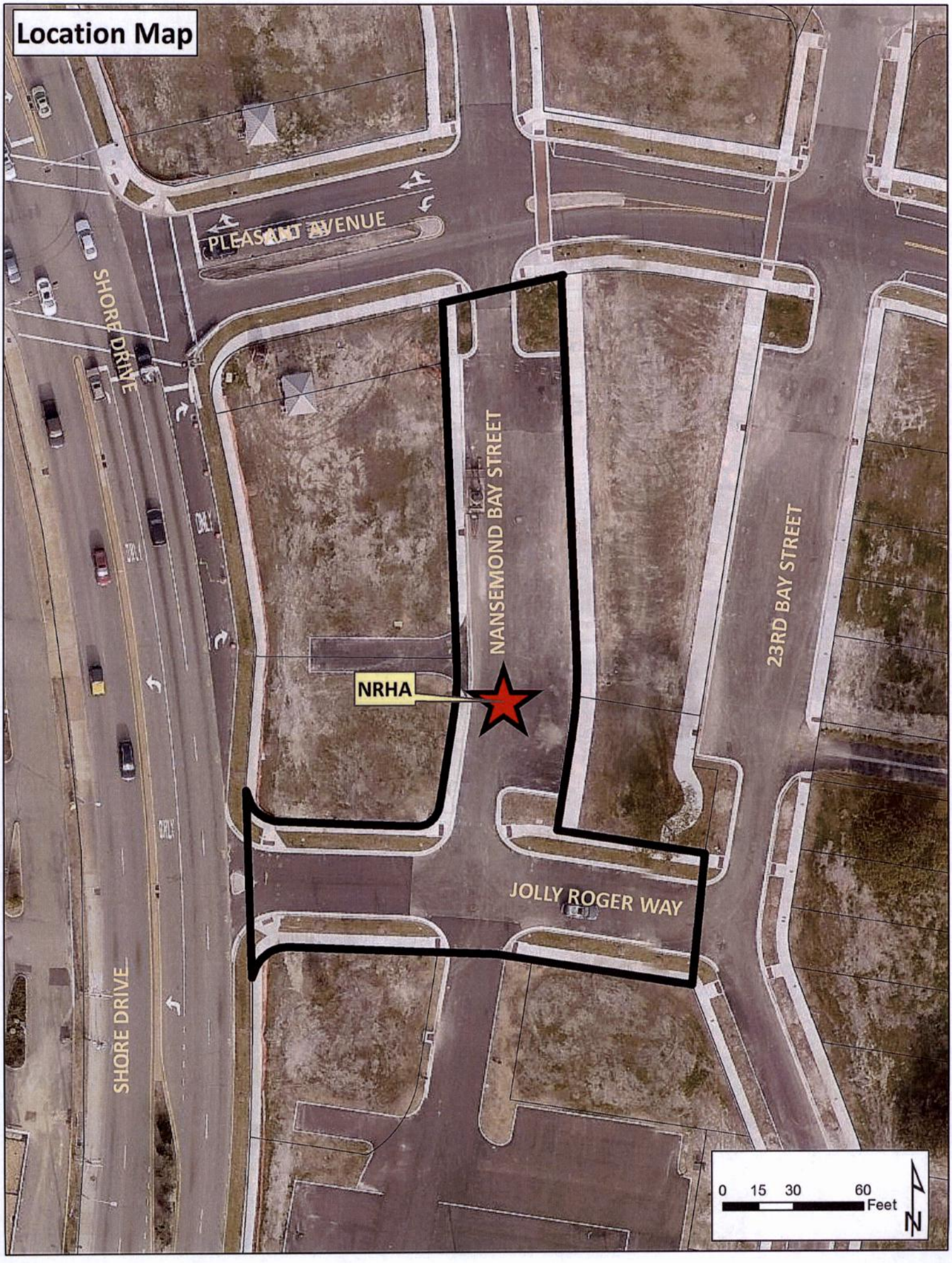
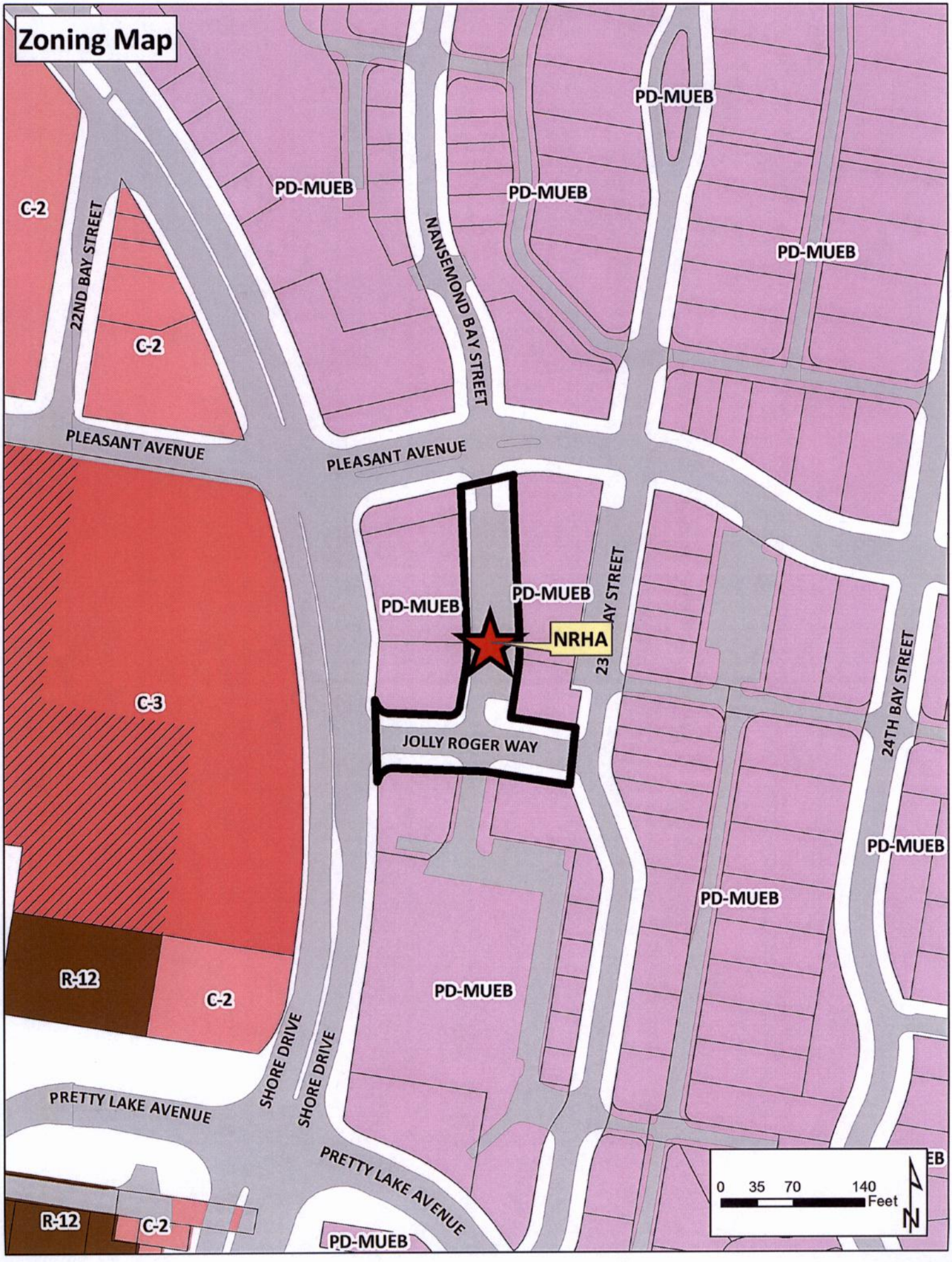
362 McLAWS CIRCLE, SUITE 1
WILLIAMSBURG, VIRGINIA 23185
TEL.(757)903-4695
FAX:(757)903-4469

0 25 50 75 FEET

GRAPHIC SCALE

J.O. #13290-5 ACAD:Street_Closure_Exhibit.dwg


Location Map
PLEASANT AVENUE
SHORE DRIVE
NANSEMOND BAY STREET
23RD BAY STREET
NRHA
JOLLY ROGER WAY
SHORE DRIVE
0 15 30 60
Feet
N


Zoning Map
C-2
22ND BAY STREET
C-2
PD-MUEB
NANSEMOND BAY STREET
PD-MUEB
PD-MUEB
PD-MUEB
PLEASANT AVENUE
PLEASANT AVENUE
PD-MUEB
PD-MUEB
NRHA
23 AY STREET
24TH BAY STREET
JOLLY ROGER WAY
C-3
PD-MUEB
PD-MUEB
R-12
C-2
PD-MUEB
SHORE DRIVE
SHORE DRIVE
PRETTY LAKE AVENUE
PRETTY LAKE AVENUE
R-12
C-2
PD-MUEB
0 35 70 140
Feet
N

Raliski, Jeffrey

From: Straley, Matthew
Sent: Wednesday, March 16, 2016 2:35 PM
To: greenie4720@yahoo.com
Cc: Smigiel, Thomas; Winn, Barclay; Ransom, Carlton; Raliski, Jeffrey
Subject: new Planning Commission application
Attachments: NRHA_StreetClosure.pdf

Mr. Greene,

Attached please find the application for the following street closures:

1. That portion of Nansemond Bay Street between the southern line of Pleasant Avenue and the northern line of Jolly Roger Way, as shown on the plat entitled, "Subdivision of East Beach, Phase 7," said plat being prepared by Rouse-Sirine Associates, Ltd., a surveying firm in Virginia Beach, Virginia, said plat being dated July 9, 2014, said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Pages 107-115.
2. That portion of Jolly Roger Way between the eastern line of Shore Drive and the western line of 23RD Bay Street, as shown on the plat entitled, "Subdivision of East Beach, Phase 7," said plat being prepared by Rouse-Sirine Associates, Ltd., a surveying firm in Virginia Beach, Virginia, said plat being dated July 9, 2014, said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Pages 107-115.

The purpose of the requests is to allow for the properties to be consolidated to provide for a larger site capable of sustaining commercial development upon the site.

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

Staff contact: Jeff Raliski at (757) 664-4766, jeffrey.raliski@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

Raliski, Jeffrey

From: Kelly Brown <rkjabrown@gmail.com>
Sent: Thursday, April 28, 2016 12:49 PM
To: Raliski, Jeffrey
Subject: Planning Meeting Today

Hello,
I am not able to attend the planning meeting today. There is a street closure Request #21 that I would like to submit my disapproval for. Closing the named streets to allow for consolidation of properties to enable commercial development without having specific details as to the commercial development does not seem reasonable. As an nearby property owner, I am concerned with the affect on traffic on 23rd Bay Street for patrons of any such commercial business. The larger the commercial development, the larger the traffic flow resulting therefrom.

I am not opposed to commercial development of the property outright but would like for the alternative to be considered in conjunction with an actual commercial use proposal.

Sincerely,
KELLY A. BROWN
9536 23rd Bay Street
Norfolk, VA 23518

C: Dir., Department of Planning

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: **The closing, vacating and discontinuing of a portion of Nansemond Bay Street**

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

Approved: _____ **Item Number:** **PH-6A**
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:** Closure of a portion of Nansemond Bay Street between the southern line of Pleasant Avenue and the northern line of Jolly Roger Way.

IV. **Applicant:** Norfolk Redevelopment and Housing Authority

V. **Description:**
- The right-of-way to be closed is located entirely within the East Beach Community which is developed with residential and mixed uses.
- The right-of-way will be incorporated into the site plan for the next phase of development in East Beach.
- Appropriate utility easements and adjustments related to the proposed closure have been made with the Norfolk Department of Utilities, Dominion Virginia Power, and Verizon.
- This property, if closed, will convey to the Norfolk Redevelopment and Housing Authority at no cost.

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

Attachments:
- Ordinance
- Staff Report to CPC dated May 28, 2015 with attachments
- Proponents and Opponents

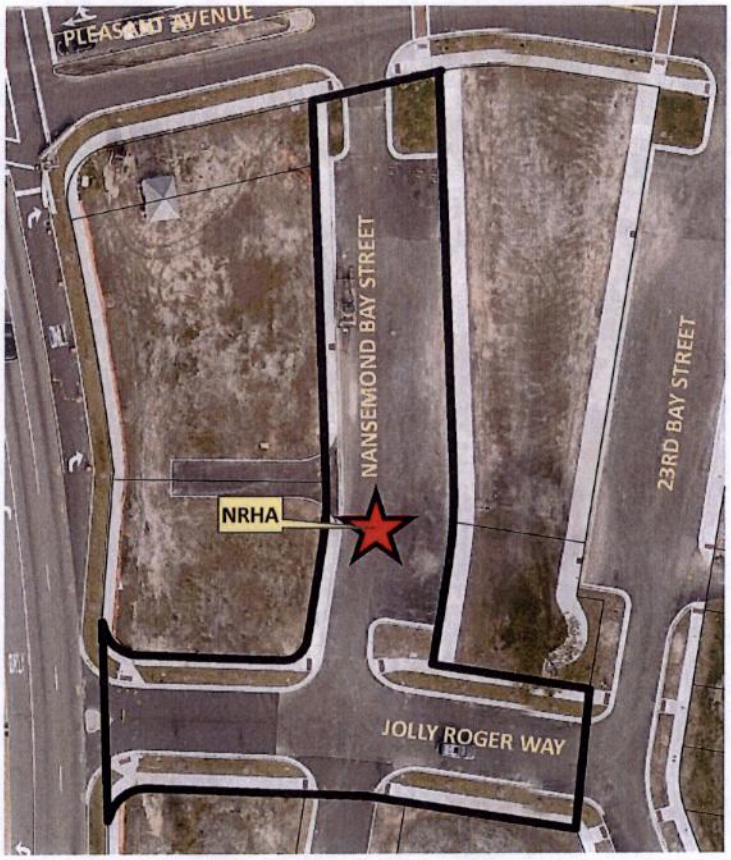
THE CITY OF NORFOLK
CITY PLANNING

Planning Commission Public Hearing: April 28, 2016

Executive Secretary: George M. Homewood, AICP, CFM

Staff: Jeffrey K. Raliski, AICP

Staff Report	Item No. 21	
Applicant	Norfolk Redevelopment and Housing Authority	
Request	Street Closure of Portions of Nansemond Bay Street and Jolly Roger Way	
Site Characteristics	Zoning	PD-MUEB (East Beach Planned Development Mixed Use)
	Neighborhood	East Beach
	Character District	Downtown
Surrounding Area	North	PD-MUEB
	East	PD-MUEB
	South	PD-MUEB
	West	C-3 (Retail Center District)



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

A. Summary of Request

- This agenda item is to close portions of Nansemond Bay Street between the southern line of Pleasant Avenue and the northern line of Jolly Roger Way and Jolly Roger Way between the eastern line of Shore Drive and the western line of 23RD Bay Street.
- The rights-of-way to be closed is located entirely within East Beach community which is developed with residential and mixed uses.
- The property will be incorporated into the site plan for the next phase of commercial development in East Beach.
- Appropriate utility easements and adjustments related to the proposed closures have been made with the Norfolk Department of Utilities, Dominion Virginia Power, and Verizon.

B. Financial Impact

- This property, if closed, will convey to the Norfolk Redevelopment and Housing Authority at no cost.
- The addition of the right-of-way to the adjacent parcels should positively impact the value of these properties.

C. Impact on Surrounding Area/Site

- The right-of-way proposed for closure is not an identified existing or planned pedestrian or bicycle route in Norfolk plans.
- Closure of these rights-of-way will not create additional traffic in the East Beach community.

D. Civic League

- Letter was mailed to the East Beach Civic League President on March 16, 2016.

E. Community Outreach/Notification

- Letters were mailed to all property owners within 300 feet of the property on April 13.
- Legal notification was placed in *The Virginian-Pilot* on April 14 and April 21.

F. Recommendation

Staff recommends that the proposed closure of portions of Nansemond Bay Street and Jolly Roger Way be **approved**.

Attachments

- Location Map
- Zoning Map
- Civic League Letter

PROPONENTS

Lance Jackson
4459 Pleasant Avenue
Norfolk VA 23518

Mr. Jeffrey P. Huentelman, P.E.
Land Planning Solutions
1403 Greenbrier Parkway, Suite 205
Chesapeake, Virginia 23320

OPPONENTS

Kelly A. Brown (by E-Mail)
9536 23rd Bay Street
Norfolk VA 23518

4/29/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Planning

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF NANSEMOND BAY STREET FROM THE SOUTHERN LINE OF PLEASANT AVENUE TO THE NORTHERN LINE OF JOLLY ROGER WAY; AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF A VARIABLE WIDTH UTILITY EASEMENT BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY.

- - -

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, an application has been received from the Norfolk Redevelopment Housing Authority ("NRHA") for the closure of a portion of Nansemond Bay Street from the southern line of Pleasant Avenue to the northern line of Jolly Roger Way, as described in Exhibit A and shown on Exhibit B, 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 Nansemond Bay Street be closed, vacated and discontinued; and

WHEREAS, the City requires a utility easement, variable in width, as described in Exhibit C and shown on Exhibit B attached

hereto, which easement NRHA has agreed to convey to the City; 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, after a public hearing duly held, it is the judgment of the Council that the said portion of Nansemond Bay Street is not needed for public use and travel and 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 the portion of Nansemond Bay Street from the southern line of Pleasant Avenue to the northern line of Jolly Roger Way, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That in consideration of the conveyance of a utility easement by the NRHA as described in Exhibit C and shown on Exhibit B, which the City Manager is authorized to accept on behalf of the City, and consistent with City policy regarding the closure of certain streets, the requirements of Section 42-212 of the Norfolk City Code, 1979, are hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded.

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

Closure of a Portion of
Nansemond Bay Street

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point that is the southeastern corner of Lot 7-64, Phase Seven, being shown on that certain plat entitled, "Subdivision of East Beach Phase Seven"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 72, Page 92, indexed as Sheet 7 of 10; thence, from the point of commencement running along the northern right of way line of Jolly Roger Way, N80°-57'-42"W, 63.50 feet to a point; said point being the Point of Beginning; thence, continuing in a westerly direction along the northern line of Jolly Roger Way along a bearing of N78°-30'-08"W, 51.05 feet to a point on the western line of Nansemond Bay Street; thence along a bearing of N09°-02'-18"E, 38.25 feet to a point; thence, turning along the western line of Nansemond Bay Street in a northerly direction along a curve to the left having a radius of 119.50 feet and an arc length of 23.54 feet to a point; thence, along a bearing of N02°-14'-57"W, 152.77 feet to a point; thence, along the southern right-of-way of Pleasant Avenue a bearing of N77°-05'-39"E, 51.90 feet to a point on the eastern line of Nansemond Bay Street; thence, along a bearing of S02°-14'-57"E, 162.37 feet to a point; thence, turning along the eastern line of Nansemond Bay Street in a southerly direction along a curve to the right having a radius of 170.50 feet and an arc length of 33.59 feet to a point; thence, continuing in a southerly direction along a bearing of S09°-02'-18"W, 40.44 feet to the Point of Beginning, all as shown on that certain exhibit entitled "Street Closure Exhibit for Resubdivision of a Portion of Subdivision of East Beach Phase Seven" dated August 19, 2015, and indexed as Sheet 1 of 3.

The above-described parcel contains 0.264 acre of land, more or less.

November 25, 2015

EXHIBIT B TO ORDINANCE

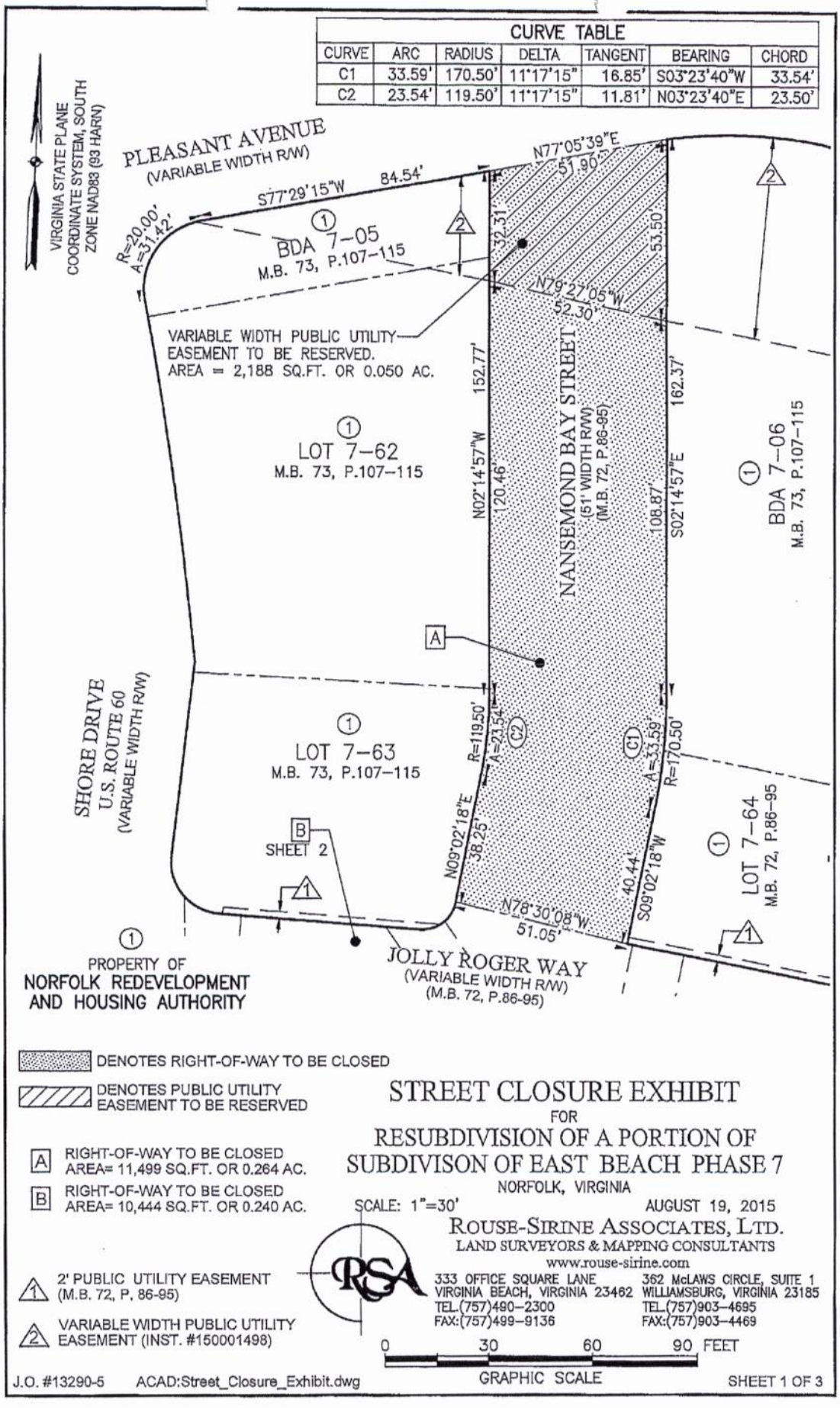


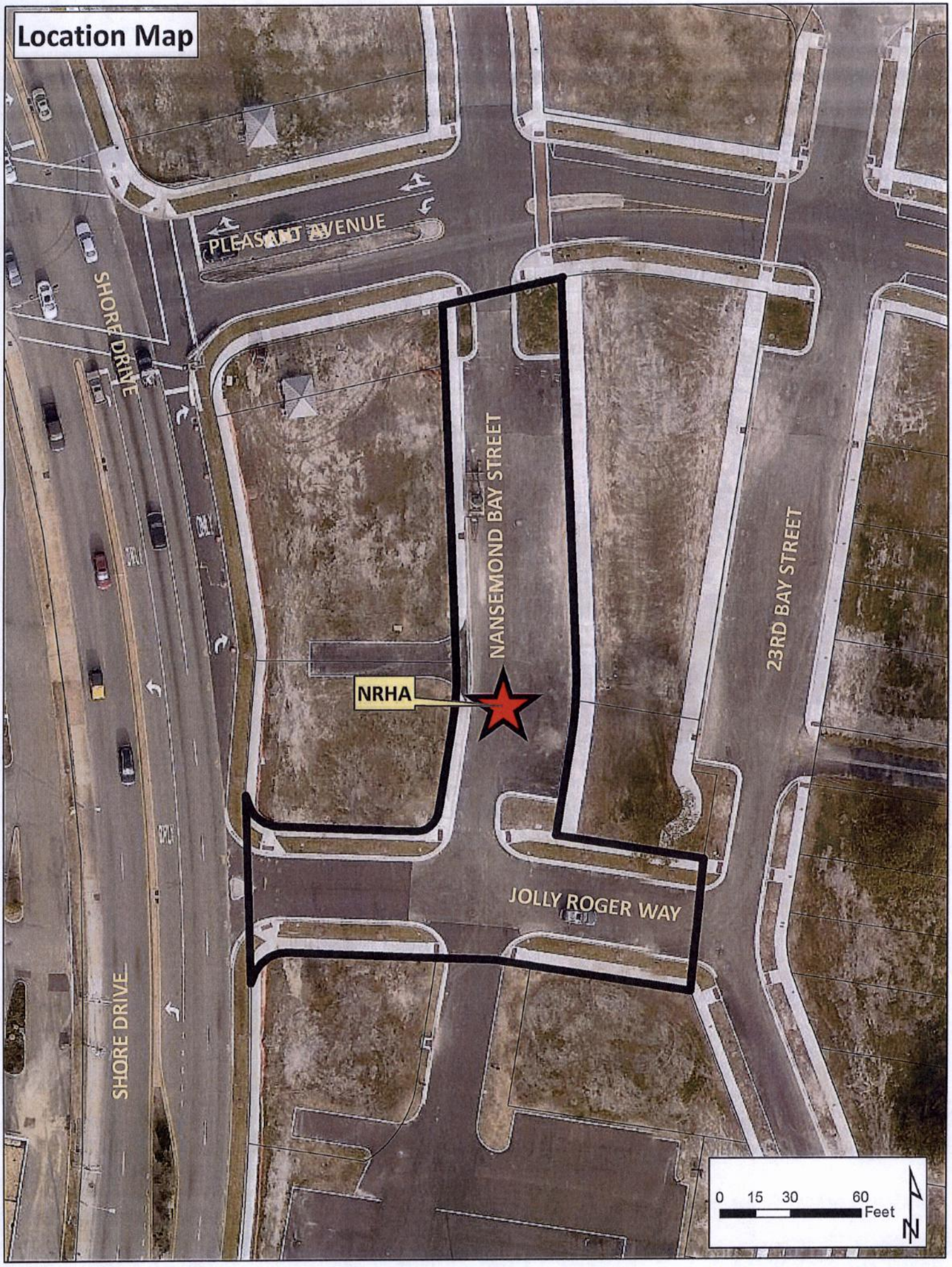
EXHIBIT C TO ORDINANCE

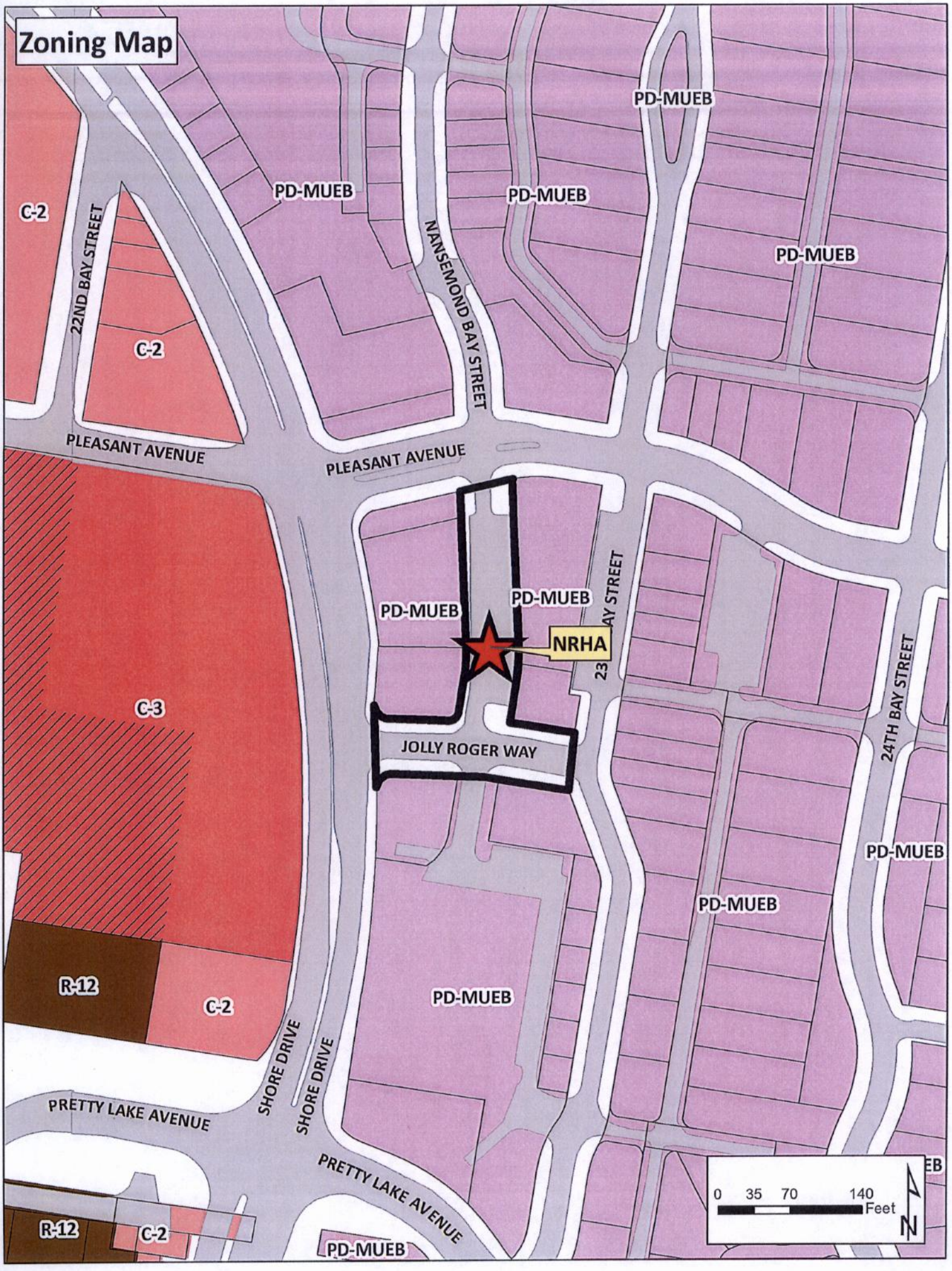
Variable Width Utility Easement
to be conveyed to the City of Norfolk
on Nansemond Bay Street

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: COMMENCING at a point located on the northern line of Lot BDA 7-05, Phase Seven, being shown on that certain plat entitled, "Resubdivision of a Portion of Subdivision of East Beach Phase Seven"; said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Page 113, indexed as Sheet 7 of 9; thence, from the point of commencement running along the southern right-of-way line of Pleasant Avenue, N77°-29'-15"E, 84.54 feet to a point; said point being the Point of Beginning; thence, continuing in an easterly direction along the southern line of Pleasant Avenue along a bearing of N77°-05'-39"E, 51.90 feet to a point on the eastern line of Nansemond Bay Street; thence, along a bearing of S02°-14'-57"E, 53.50 feet to a point; thence, crossing Nansemond Bay Street in a westerly direction along a bearing of N79°-27'-05"W, 52.30 feet to a point; thence, along the western right-of-way of Nansemond Bay Street a bearing of N02°-14'-57"W, 32.31 feet to the Point of Beginning, all as shown on that certain exhibit entitled "Street Closure Exhibit for Resubdivision of a Portion of Subdivision of East Beach Phase Seven" dated August 19, 2015, and indexed as Sheet 1 of 3.

The above-described parcel contains 0.050 acre of land, more or less.

December 2, 2015


Location Map
PLEASANT AVENUE
SHORE DRIVE
NANSEMOND BAY STREET
23RD BAY STREET
NRHA
JOLLY ROGER WAY
SHORE DRIVE
0 15 30 60
Feet
N


Zoning Map
PD-MUEB
C-2
22ND BAY STREET
NANSEMOND BAY STREET
PLEASANT AVENUE
C-3
NRHA
JOLLY ROGER WAY
23 STREET
24TH BAY STREET
R-12
SHORE DRIVE
PRETTY LAKE AVENUE
0 35 70 140
Feet
N

Raliski, Jeffrey

From: Straley, Matthew
Sent: Wednesday, March 16, 2016 2:35 PM
To: greenie4720@yahoo.com
Cc: Smigiel, Thomas; Winn, Barclay; Ransom, Carlton; Raliski, Jeffrey
Subject: new Planning Commission application
Attachments: NRHA_StreetClosure.pdf

Mr. Greene,

Attached please find the application for the following street closures:

1. That portion of Nansemond Bay Street between the southern line of Pleasant Avenue and the northern line of Jolly Roger Way, as shown on the plat entitled, "Subdivision of East Beach, Phase 7," said plat being prepared by Rouse-Sirine Associates, Ltd., a surveying firm in Virginia Beach, Virginia, said plat being dated July 9, 2014, said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Pages 107-115.
2. That portion of Jolly Roger Way between the eastern line of Shore Drive and the western line of 23RD Bay Street, as shown on the plat entitled, "Subdivision of East Beach, Phase 7," said plat being prepared by Rouse-Sirine Associates, Ltd., a surveying firm in Virginia Beach, Virginia, said plat being dated July 9, 2014, said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 73, Pages 107-115.

The purpose of the requests is to allow for the properties to be consolidated to provide for a larger site capable of sustaining commercial development upon the site.

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

Staff contact: Jeff Raliski at (757) 664-4766, jeffrey.raliski@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

Raliski, Jeffrey

From: Kelly Brown <rkjabrown@gmail.com>
Sent: Thursday, April 28, 2016 12:49 PM
To: Raliski, Jeffrey
Subject: Planning Meeting Today

Hello,
I am not able to attend the planning meeting today. There is a street closure Request #21 that I would like to submit my disapproval for. Closing the named streets to allow for consolidation of properties to enable commercial development without having specific details as to the commercial development does not seem reasonable. As an nearby property owner, I am concerned with the affect on traffic on 23rd Bay Street for patrons of any such commercial business. The larger the commercial development, the larger the traffic flow resulting therefrom.

I am not opposed to commercial development of the property outright but would like for the alternative to be considered in conjunction with an actual commercial use proposal.

Sincerely,
KELLY A. BROWN
9536 23rd Bay Street
Norfolk, VA 23518

City of NORFOLK

C: Dir., Department of General Services

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 1433 W 27th Street and known as SS W 27th Street to Jale Evsen

Reviewed: _____
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-7**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Jale Evsen
1433 W 27th Street
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 1433 W 27th Street and known as SS W 27th Street (the "property") to Jale Evsen ("Evsen").

IV. **Analysis**
Evsen seeks to purchase the property adjacent to his property located at 1433 W 27th Street for use as a side yard as his property encroaches into the city-owned property. Conveyance to Evsen will subject the property to real estate taxes, thereby creating on-going revenue for the city. No specific City use has been identified for this property.

V. **Financial Impact**

Cost for Conveyance	Five thousand dollars ($5,000.00)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.
Annual Tax Revenue of Parcel	$57.50 annually (conveying this property will enable the City to place the property back on the tax rolls)

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 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
- Legal Description of the Property
- Proposed Purchase and Sales Agreement
- Map view of parcel

4/13/2016-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 JALE EVSEN OF A CERTAIN PARCEL OF PROPERTY LOCATED ADJACENT TO 1433 W 27TH STREET AND KNOWN AS S S W 27TH STREET FOR THE TOTAL SUM OF $5,000.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property known as S S W 27th Street; and

WHEREAS, Jale Evsen ("Evsen") has offered to purchase the said property being described in Exhibit A attached hereto, from the City of Norfolk for the sum of $5,000.00; 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 Evsen for the sum of $5,000.00 upon the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit B; now, therefore,

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

Section 1:- That the sale to Evsen of that certain parcel of property described in Exhibit A, for the sum of $5,000.00, is hereby authorized and the Purchase and

Sale Agreement, a copy of which is attached as Exhibit B, is hereby approved.

Section 2:- That upon receipt of the sum of $5,000.00 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 Evsen, 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

1433 W. 27th Street
Portion of Lot 79, Block D, Plan of John Seeley's Property
M. B. 3, P. 28-29

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being bounded on the north by W. 27th Street and described as follows: The east 18.5 feet of Lot 79 in Block D as shown on that certain plat entitled, "Plan of John Seeley's Property, Lamberts Point," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 3 at Page 28-29.

November 17, 2015

EXHIBIT B 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 **JALE EVSEN**, ("Evsen"), whose address is 7026 Woodley Lane, Falls Church, Virginia 22042.

RECITALS:

A. City is the owner in fee simple of certain real property located adjacent to 1433 W 27th Street, known as S S W 27th Street, together with all improvements thereon and all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, said property being described in Exhibit A, which is attached hereto and made a part hereof ("Property").

B. Evsen desires to purchase the property from City and City desires to sell the Property to Evsen 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 parties agree as follows:

1. SALE. City agrees to sell and Evsen agrees to purchase the Property, together with all easements, rights, and appurtenances thereto, and all buildings and improvements now located thereon.

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property is **Five Thousand Dollars and 0/100 ($5,000.00)**, and the Purchase Price will be paid in the form of a certified check or by wire transfer of funds at Closing.

3. DEPOSIT. Within five (5) business days from the date this Agreement is fully executed by City, Evsen shall deposit with an escrow agent selected by City ("Escrow Agent") the sum of **Five Hundred Dollars and 0/100 ($500.00)** in cash as earnest money ("Deposit"). The Deposit shall be deposited by the Escrow Agent in a fully federally insured interest bearing account and all interest accruing on the Deposit shall belong to Evsen in all events. The Deposit shall be non-refundable except as specifically set forth herein.

4. CONVEYANCE.

a. City agrees to convey the Property "AS IS" to Evsen by Special Warranty Deed, subject to applicable easements and restrictive covenants of record.

b. Possession of the Property will be given to Evsen 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. Evsen 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 Evsen agree that the attorney or title insurance company ("Title Company") selected by Evsen shall act as the settlement agent ("Settlement Agent") at Evsen'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 16.

5. FEASIBILITY PERIOD. Evsen shall have 90 days from the date the Purchase and Sale Agreement is executed by all parties in which to complete its assessment of the Property, including title examination and environmental assessment.

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

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

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report ("Phase 1 Report") conducted and prepared by an environmental engineering and inspection company selected by Evsen at Evsen's expense, and such other testing and reports as may be reasonably required by Evsen or recommended in the Phase I Report, any such additional testing and reports will be at the Evsen's expense.

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

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

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

Purchaser: Jale Evsen
7026 Woodley Lane
Falls Church, Virginia 22042

City: City of Norfolk
Attn: Bernard Pishko, City Attorney
810 Union Street, Suite 900
Norfolk, Virginia 23510

10. 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.

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

12. DEFAULT AND REMEDIES.

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

i. Terminate this Agreement;

ii. Seek and obtain specific performance of this Agreement; or

13. 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.

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

15. 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.

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

WITNESS the following duly authorized signatures and seals:

[SIGNATURES ON FOLLOWING PAGE]

CITY OF NORFOLK

By: _____
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Purchase and Sale Agreement, 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, Department of General Services

APPROVED AS FORM AND CORRECTNESS:

_____
Deputy City Attorney

PURCHASER:

_____

JALE EVSEN

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, _____, a Notary Public in and for the City of _____, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that Jale Evsen, whose name is signed to the foregoing Purchase and Sale Agreement dated _____, 2016, has acknowledged the same before me in my City and State aforesaid. He is personally known to me or has produced a driver's license as identification.

Given under my hand this___ day of_____, 2016.

_____

Notary Public

Registration No._____

ACKNOWLEDGEMENT BY TITLE COMPANY

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

TITLE COMPANY

By: _____

Title: _____

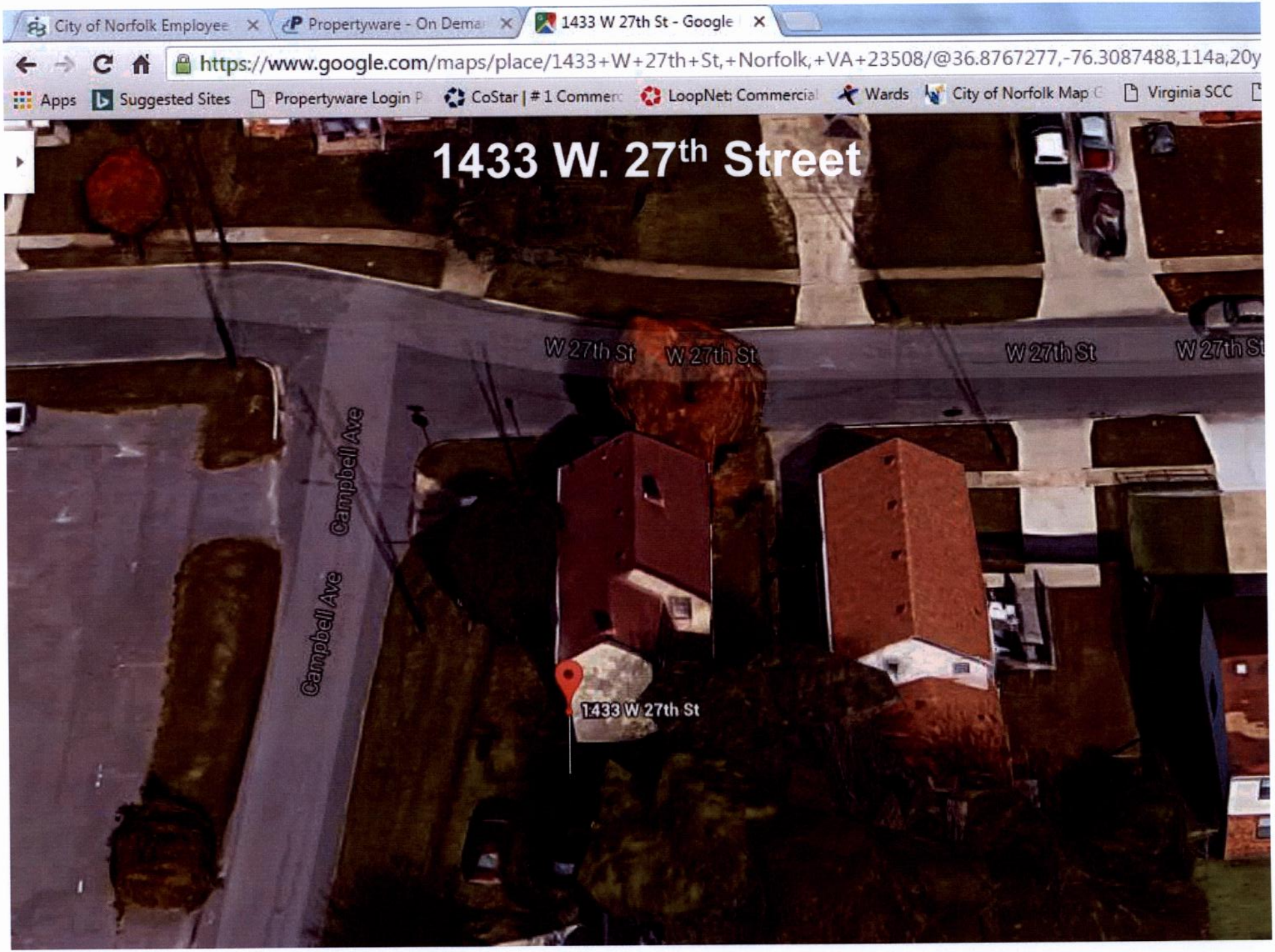
Company: _____

EXHIBIT A

1433 W. 27th Street
Portion of Lot 79, Block D, Plan of John Seeley's Property
M. B. 3, P. 28-29

A rectangular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being bounded on the north by W. 27th Street and described as follows: The east 18.5 feet of Lot 79 in Block D as shown on that certain plat entitled, "Plan of John Seeley's Property, Lamberts Point," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 3 at Page 28-29.

November 17, 2015


City of Norfolk Employee
Propertyware - On Dema
1433 W 27th St - Google
https://www.google.com/maps/place/1433+W+27th+St,+Norfolk,+VA+23508/@36.8767277,-76.3087488,114a,20y
Apps
Suggested Sites
Propertyware Login
CoStar | # 1 Commer
LoopNet: Commercial
Wards
City of Norfolk Map
Virginia SCC
1433 W. 27th Street
W 27th St
W 27th St
W 27th St
W 27th St
Campbell Ave
Campbell Ave
1433 W 27th St

SEARCH
ADV SEARCH
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CAMPBELL AVENUE

C: Dir., Department of Development

THE CITY OF NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: An ordinance approving a Land Disposition and Development Contract between the City of Norfolk and Computerized Imaging Reference Systems

Reviewed: _____
Peter H. Chapman, Deputy City Manager

Ward/Superward: 3/4

Approved: _____
Marcus D. Jones, City Manager

Item Number: **PH-8**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Computerized Imaging Reference Systems, Inc.

III. **Description:**
This agenda item is an ordinance approving a Land Disposition and Development Contract ("LDDC") between the City of Norfolk (the "city") and Computerized Imaging Reference Systems, Inc. ("CIRS") for the sale and redevelopment of a portion of the former Oakwood School Site.

IV. **Analysis**
This LDDC allows the city to retain and expand a unique and important local life sciences company and formalizes the establishment of an international headquarters in Central Business Park. Established in Norfolk in 1983, CIRS began with a defined mission to improve upon existing tissue simulation methodology and provide quantitative reference standards for Computed Tomography.

The city agrees to transfer to CIRS certain real property known as the former Oakwood School Site wherein CIRS agrees to construct and equip a new facility of approximately 40,000 to 50,000 square feet and to relocate its existing business to the property. This project will retain approximately 75 employees in Norfolk.

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

V. Financial Impact

CIRS is expected to provide approximately $5,300,000 to construct and equip the new facility. CIRS will demolish the building which is expected to cost approximately $300,000. The City has agreed to provide up to $50,000 towards the demolition for any amount over $300,000.

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 Economic Development Authority, the Department of Development and the City Attorney's Office.

Supporting documentation from the Department of Development:

- Ordinance
- LDDC

5/10/2016mf

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
Director, Department of Development

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.

$ 250,000 3000-26-9025-9025-5307 FY15
Account

Director of Finance 5/5/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LAND DISPOSITION AND DEVELOPMENT CONTRACT BETWEEN THE CITY OF NORFOLK, AS SELLER, AND COMPUTERIZED IMAGING REFERENCE SYSTEMS, INC., AS PURCHASER, FOR THE SALE AND REDEVELOPMENT OF A PORTION OF THE FORMER OAKWOOD SCHOOL SITE IN THE CITY OF NORFOLK.

- - -

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

Section 1:- That the Land Disposition and Development Contract (the "Contract") between the City of Norfolk, as seller, and Computerized Imaging Reference Systems, Inc. ("CIRS"), as purchaser, a copy of which is attached hereto, wherein the City of Norfolk agrees to transfer to CIRS certain real property known as the former Oakwood School Site, as shown on Exhibit A of the Contract, and wherein CIRS agrees to construct and equip a new facility of approximately 40,000 to 50,000 square feet and to relocate its existing business to the property, upon the terms and conditions set forth in the Contract, is hereby approved.

Section 2:- That the City Manager is authorized to correct, amend, or revise the Contract as he may deem necessary in order to carry out the intent of the Council and to execute the Contract, 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.

LAND DISPOSITION AND DEVELOPMENT CONTRACT

BETWEEN

THE CITY OF NORFOLK, VIRGINIA

AND

COMPUTERIZED IMAGING REFERENCE SYSTEMS, INC.

LAND DISPOSITION AND DEVELOPMENT CONTRACT

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

RECITALS:

A. Developer is recognized worldwide for tissue simulation technology and the manufacture of phantoms and simulators for quantitative densitometry, calibration, quality control and research in the field of medical imaging and radiation therapy and its headquarters are currently located in the City of Norfolk (together, its "Business Operations").

B. The City desires to sell and Developer desires to purchase certain real property owned by the City and consisting of approximately 4.7 acres, more or less, including all buildings and improvements thereon, described as the former Oakwood School Site, Central Business Park in the City of Norfolk, and shown on Exhibit A ("Property") to allow Developer to relocate its existing business, currently located in the City of Norfolk, to the Property.

C. Negotiations by the Parties have produced this Contract for the Developer to purchase the Property, to demolish the former Oakwood School building located on the Property (the "Building"), and to construct and equip a new facility of approximately 40,000 to 50,000 square feet for Developer's Business Operations. The Project, as defined below, is described in detail in Developer's Proposal, which is hereto incorporated by reference and attached as Exhibit B.

D. The City ascribes a fair market value to the Property of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) per acre based on comparable sales in the area.

E. In order to induce Developer to enter into this Contract and to construct the Project, providing additional jobs, tax revenue, and other benefits to the citizens of Norfolk, the City has agreed to contribute up to 4.5 acres of the Property for no cash consideration but in exchange for Developer's commitment to construct the Project and to operate its Business Operations at the Property for at least five (5) years after commencing its Business Operations at the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, the Deposit to be paid as described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS OF TERMS

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

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

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

(c) "City Delay" means any delay in completion of the Project resulting from any failure by City to perform timely any of its obligations under this Contract.

(d) "Closing Date" means the date established pursuant to Section 3.1 of this Contract.

(e) "Contract" means this Land Disposition and Development Contract between the City and the Developer.

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

(g) "Deposit" means the sum of Fifty Thousand and 00/100 Dollars ($50,000.00) that will be paid by Developer to City within five (5) business days after execution of this Contract which Deposit shall be refundable if, upon the expiration of the Due Diligence Period, Developer determines and gives Notice that it will not acquire the Property.

(h) "Developer's Proposal" means Developer's letter of intent dated September 29, 2015 and concept site plans attached hereto as Exhibit B.

(i) "Development Budget and Timeline" means a budget and timeline, prepared by Developer and submitted to and approved by the City pursuant to Section 2.7 hereof for development of the Project on such schedule as is reasonably required to achieve the Construction Completion Deadline, as hereinafter defined, set forth in Section 2.9 hereof.

(j) "Due Diligence Period" means the sixty (60) day period after the date of execution of this Contract that is necessary for Developer to obtain the necessary information, assessments, studies, and the like before acquiring the Property; provided, however, if Developer discovers information within that one sixty (60) day period that requires further investigation, Developer shall give City written notice thereof and the Due Diligence Period shall be extended to ninety (90) days after the date of execution of this Contract.

(k) "Financing Commitment" means a commitment or commitments reasonably satisfactory to the City, which has or have been accepted by Developer from one or more equity investors or institutional lenders who are approved by the City, to finance the construction of the Project. The City's approval will not be unreasonably withheld. In order to constitute a Financing Commitment under this definition, a commitment must be duly authorized by the issuer and must be in substantially the same form and level of detail typically utilized by a

prospective lender or investor in similar transactions, including requirements for closing and conditions thereof; and, in the case of loan commitments, setting forth the proposed principal amount, interest rate, amortization terms, collateral or guaranty requirements, maturity date, improvements to be constructed, and the expiration date of the commitment.

(l) "Leases" means the two (2) documents each entitled Commercial Lease and Deposit Receipt between Developer, as Lessee, and Hudson Enterprise, as Lessor, for premises located at 2428 Almeda Avenue in Norfolk, Virginia (i) one dated September 7, 2011, as to both Developer and the Lessor for Suites 200, 204, 208, 210, 212, 218, 222, 300, 302, 304, 310, 316, and 318 for a total of 25,759 square feet of floor area (the term of which has been renewed so that its term extends to August 31, 2017), or (ii) the other dated March 5, 2015 as to Developer and March 6, 2015 as to the Lessor for Suite 150.

(m) "Outside Closing Date" means the latest date on which Closing may occur as set forth in Section 3.1 of this Contract.

(n) "Project" means demolition of the Building, construction of a new building on the Property, and related improvements for Developer's Business Operations and related uses as more fully described in the Developer's Proposal.

(o) "Substantially Complete" or "Substantial Completion" means, with respect to the Project, the date when construction of the building and improvements of the Project are sufficiently completed so as to permit use of the building(s) for the purposes for Developer's Business Operations and the issuance of a certificate of occupancy, which date may precede the full completion of all punch-list items, landscaping and similar design and development functions.

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

ARTICLE II

AGREEMENT TO CONVEY AND DEVELOP PROPERTY

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

Developer shall purchase and City shall sell to Developer the Property and Developer shall demolish the Building and construct and equip a new facility of approximately 40,000 to 50,000 square feet for Developer's Business Operations. The acreage of the Property shall be determined by a survey at Developer's sole cost and expense. The boundary line of the Property shall be generally in accordance with Exhibit A attached hereto but shall be revised to include the existing school building entirely within the Property to allow for subdivision prior to the Closing Date. The boundary line shall be subject to review and approval of the City's Department of Development. The City will convey fee simple title to the Property to Developer by special warranty deed which title shall be good and marketable and free of any liens, encumbrances, or other title defects which would prohibit or impair the use of the Property for the purposes contemplated by this Contract, except for any Permitted Encumbrances, as hereinafter defined. The City shall have reasonable time to cure any title defects which are not acceptable to Developer and/or its lender. The City, however, shall have the option of declining to cure any defect, and if the City does decline to cure any defect or does not cure any defect that it has agreed to cure, the Developer shall have the right either to waive its title objections and to take title to the Property subject to such title defects, which shall be considered "Permitted Encumbrances" as defined in Section 3.6(a) of this Contract, or to terminate this Contract and to receive the return of the Deposit as its exclusive remedy for termination of this Contract and any related claim. Developer will accept from City the Property, subject to the terms and conditions hereinafter set

forth. Except as expressly set forth in this Contract, Developer is accepting the use and conveyance of the Property "as is." Each Party shall be responsible for its costs of closing.

The City shall not be obligated to any extent under this Contract until any required notices, advertisements and/or hearings have been held and an ordinance has been adopted by City Council approving the Project and authorizing the City Manager to enter into this Contract.

Section 2.2. Restrictive Covenants.

The restrictive covenants contained in this Section 2.2 ("Restrictive Covenants") are intended and designed to operate as covenants binding upon Developer and its Affiliates, successors and assigns. The Restrictive Covenants are intended for the benefit of the Property, provided that only the City and any successor or assignee of the City that is a local governmental agency shall have the right, power and authority to enforce the Restrictive Covenants. The City shall have the right, power and authority (without the necessity of obtaining the consent of Developer) to waive compliance with any of the Restrictive Covenants whenever it makes a determination, in its reasonable discretion, that such non-compliance or default does not materially interfere with the objectives of the City with regard to development. In addition to, but not in lieu, of any other right or remedy for breach of any one or more of the Restrictive Covenants, the City shall be entitled to seek injunctive relief, without necessarily showing monetary or special damages and without posting bond or security for a bond for the award of a permanent injunction. The violation of any of the Restrictive Covenants, and the exercise of any right or remedy for breach of any of such covenants, shall not destroy, impair or otherwise affect the lien of any recorded instrument given by Developer to secure repayment of a loan or loans made for the purpose of providing funds for improving the Property or cause a reversion or forfeiture of title. The Parties recognize that the development and operation of the Property in a manner that is in the best interests of both Parties may from time to time require the confirmation, clarification, amplification

or elaboration of the Restrictive Covenants in order to deal adequately with circumstances that may not now be foreseen or anticipated by the Parties.

As part of the consideration for this transaction, the Property to be conveyed, is expressly subject to the following covenants, restrictions, limitations and conditions that are to be imposed as covenants running with and binding upon the aforesaid Property and Project:

(a) Any land area within the Property not occupied by structures, hard surfacing, or vehicular driveways shall be kept planted with grass, trees, and plants or shrubbery and maintained in a healthy condition and neat appearance. In the event of a default by Developer, or its successors and assigns, in the planting or maintenance obligations set forth in this Section 2.2(a), which default continues for a period of thirty (30) business days after receipt by Developer of written notice thereof, the required planting and maintenance work may be completed by the City at the sole cost and expense of Developer, its successors and assigns, and Developer shall reimburse City for the costs thereof within thirty (30) days after receipt of an invoice therefor.

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

(c) Any service area, facility or equipment located on the Project that is visible from a public right-of-way shall be enclosed or adequately screened using landscaping or materials that are consistent with the design of the Project.

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

The Restrictive Covenants shall expire forty (40) years after the date of this Contract and shall be binding upon the City and Developer, and, if conveyed by Developer, then upon its successors and assigns.

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

Section 2.3. Title Insurance; Due Diligence.

Prior to the expiration of the Due Diligence Period, Developer, at its expense, shall obtain a commitment for title insurance (the "Title Commitment") from a nationally recognized title company and furnish a copy of the Title Commitment to City.

Developer shall have the right of entry set forth in Section 4.1. In the event Developer determines, in its sole discretion, the Property is unsuitable for the Project or title to the Property is not acceptable, Developer may terminate this Contract by written notice thereof to the City prior to expiration of the Due Diligence Period and Developer's sole remedy shall be return of its Deposit and neither party shall have any further obligations under this Contract except as otherwise expressly provided in this Contract. In the event Developer does not exercise its right to terminate this Contract by giving the City written notice thereof prior to the expiration of the

Due Diligence Period, its Deposit shall then be non-refundable after the conditions in Section 3.3(e) and Section 3.3(f) have been satisfied, unless this Contract is terminated by Developer because any of the conditions in Subsections (a), (b), (c) or (d) of Section 3.3 have not been satisfied.

Section 2.4. Design of Project.

The Project will consist of the buildings, facilities and elements described in Developer's Proposal for, as revised in accordance with the terms of this Contract. The design of the Project and the construction materials used within will qualify the Project for classification as class A flexible industrial space in the City of Norfolk.

Developer shall submit the preliminary plans to the City's Department of Planning and Department of Development (a) when design is approximately 10% complete, (b) when design is approximately 60% complete, (c) when design is approximately 90% complete and (d) when design is sufficiently complete such that Developer's contractor can proceed with construction. The City shall review the design of the Project in accordance with the terms of this Contract. Developer may not proceed with construction until the plans are approved in writing by City and in order to enforce this Section 2.4, the City shall be entitled to seek injunctive relief without necessarily showing monetary or special damages and without posting bond or security for a bond for the award of a permanent injunction. The City's review will include, but will not be limited to, confirming that the design at the 60%, 90% and 100% stages is in substantial conformance with this Contract and the previous plans provided and as modified. Developer must also obtain all other approvals required by the Norfolk City Code and other applicable laws and regulations. If Developer, despite using commercially reasonable effort, is unable to obtain approval by the City of the plans for the Project and all other governmental approvals and permits required to commence construction of the Project prior to Closing, Developer may terminate this Contract by giving the

City written notice thereof prior to the Closing, and its sole remedy shall be the return of its Deposit and termination of this Contract and neither Party shall have any further obligation under this Contract, except as otherwise expressly provided in this Contract.

Section 2.5. Sidewalks. Sidewalks adjacent to the Property require upgrade and/or construction. All such upgrade/construction shall be the responsibility of Developer at Developer's expense in accordance with the specifications provided by the City or as set forth in Exhibit C.

Section 2.6. Relocation and Construction of Utilities. Developer shall be responsible for confirming the existing water and sanitary sewer systems adjacent to or downstream of the Property are adequate to support the Project. Any water or sanitary sewer system upgrades necessary to support the Project shall be designed and constructed by the Developer at the Developer's expense. The Developer shall be responsible for the relocation of any utilities which is necessitated by the Project and for connecting to water, storm and sanitary sewer lines currently located in public rights of way, and all costs thereof shall be paid and borne by Developer. Connection fees and tap fees for such city utilities serving the Project will be Developer's responsibility. The cost of franchise utility services for the Project shall be the responsibility of Developer. In addition, Developer shall cause all electric, telephone and other utility lines for the Project to be placed underground within public rights of way or utility easements located within the Property lines

Section 2.7 City's Review Procedures. The City shall review the design submissions within thirty (30) days of its receipt of the same, and shall give notice to Developer within such thirty (30) day period of its determination that either (a) the same are approved as complete in accordance with the terms of this Contract, (b) that such submissions are incomplete or otherwise fail to comply with the terms of this Contract, or (c) that such submissions must be modified. If

the City determines that the Project design documents submitted to it hereunder are incomplete or otherwise fail to comply with this Contract or must be modified in accordance herewith, it shall disapprove them or request such modification and shall, in its notice thereof to Developer, set forth with specificity the reasons for the failure to comply and/or the nature of the modification being requested. After correcting and/or modifying and completing the Project design documents in accordance herewith, Developer shall resubmit the Project design documents to the City within thirty (30) days after such notification from the City. The City shall, within thirty (30) days of the receipt of such revised Project design documents, give notice to Developer whether it approves or disapproves or requires further modification of the Project design documents and if it disapproves or requests further modifications, it shall set forth the specific reasons for such disapproval or requested modifications in its notice thereof to Developer. Each further revision and resubmission of any of the Project design documents by Developer, and each further review and notice of approval or disapproval or request for modification of any of the Project design documents by the City shall be done or made pursuant to the procedures hereinabove set forth. Developer's submissions to the City shall include a subdivision plat Property dividing the former Oakwood School site into the Property (which shall encompass the entire former Oakwood School building) and the remainder parcel (the "Remainder Parcel). The City's review of such subdivision plat shall be in accordance with its normal procedures for subdivision plat review and approval.

Section 2.8. Modifications of Design by Developer. If Developer wishes to make modifications to the design of the Project, it shall submit such proposed modifications to the City for review and approval. Any such submission shall clearly identify all changes, omissions and additions as compared to the previously approved Project design documents. If the City determines, in its reasonable judgment, that the proposed modifications are acceptable, the City shall so notify Developer, the Project design shall be deemed to incorporate the modifications that

have been approved by the City and Developer shall perform its obligations under this Contract in accordance with the Project design as modified. If the City determines, in its reasonable judgment, that the proposed modifications are not acceptable, the City shall so notify Developer within thirty (30) days, specifying in reasonable detail in what respects they are not acceptable, and Developer shall either (a) withdraw the proposed modifications, in which case, construction of the Project shall proceed on the basis of the Project design previously approved by the City, or (b) revise the proposed modifications in response to the City's objections, and resubmit such modifications to the City for review and approval within thirty (30) days after such notification from the City.

Section 2.9. Construction Schedule. At or prior to submission of the plans for final approval by the City, a Development Budget and Timeline shall be furnished by Developer to the City's Director of Development for review and approval by the City. The Project shall be Substantially Completed by Developer in a good and workmanlike manner in accordance with the design approved by the City under this Contract no later than that date which is eighteen (18) months after commencement of construction (the "Construction Completion Deadline"), subject to Permitted Delays. Developer shall commence construction of the Project on or before ninety (90) days following Closing (the "Construction Commencement Deadline") on such schedule as is reasonably required to achieve this Construction Completion Deadline. Promptly after the execution and delivery of this Contract, Developer shall commence and diligently prosecute all investigations, studies, applications, architectural and engineering work, negotiations, letting and execution, as the case may be, of construction, demolition, and utility relocations or abandonment, contracts or commitments, necessary or appropriate for the commencement of construction in accordance with the timeline set forth herein. Full completion of all punch-list items, landscaping and similar design and development functions for the Project ("Final Completion") by Developer shall occur within two (2) months following Substantial Completion. In the event a delay in

construction of the Project is caused by an Unavoidable Delay or City Delay, the construction commencement deadline or the Construction Completion Deadline shall be extended but only by the number of days of delay caused by such Unavoidable Delay or City Delay; provided, however, there shall be no extension of the applicable Construction Commencement Deadline or the Construction Completion Deadline unless (a) Developer provides written notice to the City within ten (10) business days after conclusion of such Unavoidable Delay or City Delay of (i) the occurrence of such Unavoidable Delay or City Delay, (ii) the total number of days of such Unavoidable Delay or City Delay, and (iii) the adjusted Construction Commencement Deadline or Construction Completion Deadline, and (b) the City agrees, which agreement shall not be unreasonably withheld, to the date(s) of such adjusted Construction Commencement Deadline and the Construction Completion Deadline in writing. Any Unavoidable Delay properly documented in accordance with the terms of this Section 2.9 shall be referred to as a "Permitted Delay."

Section 2.10. Financing Commitment; Failure to Obtain Financing. Prior to Closing, Developer shall provide a Financing Commitment to the City, in form and substance satisfactory to the City, of the Developer's financial ability to design, construct and equip the Project and thereafter to maintain, operate and lease same in accordance with the standards set forth in this Contract. If the City is not satisfied with the Financing Commitment, the City shall provide the Developer with written notice of why the Financing Commitment is unacceptable to the City. Developer shall have secured a Financing Commitment for the funds necessary to satisfy its obligations under this Contract by no later than Closing. Failure to secure a Financing Commitment satisfactory to the City will permit the City to terminate this Contract. In the event of such termination, Developer's sole remedy shall be the return of the Deposit. Title to the Property will not be conveyed before the Developer closes on the financing for the construction of the Project and the terms and the source of the financing are acceptable to the City. If the

Developer is unable to secure a Financing Commitment on commercially reasonable terms and in the amount necessary to allow the Project to be completed in accordance with the terms herewith, the City agrees to work with the Developer via the Economic Development Authority of the City of Norfolk to assist the Developer in obtaining subordinate gap financing for the Project.

Section 2.11. Failure to Meet Development Schedule. In the event that (a) Developer fails to commence construction as specified in Section 2.9 or (b) construction ceases for ninety (90) consecutive days (other than because of Permitted Delay), except if (y) such cessation is due to the termination of the Project construction contract by the Developer or Contractor and (z) the Developer makes reasonable effort to recommence construction, then such ninety (90) day period will be extended to one hundred twenty (120) days, the City shall be entitled, but not obligated, to terminate this Contract upon thirty (30) days prior written notice to Developer and unless Developer cures such failure or recommences construction, as the case may be, within such thirty (30) day period, this Contract shall terminate, except for the City's remedies as outlined below.

In the event this Contract is terminated by the City pursuant to the above paragraph, City shall have the right but not the obligation to re-enter and take title to the Property, in which event Developer shall execute a deed re-conveying the Property as well as all improvements to the City, subject to any mortgage or deed of trust to which the Property is subject pursuant to the Financing Commitment (the "Mortgage"), provided Developer is paid as provided in Section 8.2. In the event that the City has the right to terminate this Contract as provided in this Section 2.11, but does not exercise its right to terminate and the Project is Completed on a date more than fourteen (14) months after Closing, then in such event, Developer shall pay liquidated damages for such delay for each day between the date twelve (12) months after the commencement of construction, and the date the Project is Completed. The amount of liquidated damages for such delay per day shall be the difference between real estate taxes that would be payable if the Project

had been Completed on the date twelve (12) months after the commencement of construction and the actual real estate taxes that are assessed for the days between the date twelve (12) months after the commencement of construction and the date the Project is Completed. Developer agrees this provision is a valid and enforceable liquidated damages provision and the City's Real Estate Assessor's assessment of the amount owed shall be accepted by Developer as the proper amount. Notwithstanding anything to the contrary in this Contract, upon Final Completion of the Project the right of reentry and reconveyance of title as set forth above and in Section 8.2 herein shall lapse.

Section 2.12. Risk of Loss and Insurance.

After Closing, the Developer shall bear the risk of loss on the Property and all improvements thereon, including, without limitation, the Project. Developer agrees that, in the event the Project is partially or fully damaged or destroyed prior to Final Completion and occupancy and subject to the Project's lender allowing the use of insurance proceeds for reconstruction, Developer shall rebuild the Project at its cost, including the costs of design, construction and equipping same in accordance with the terms set forth herein. Failure to commence reconstruction within a reasonable time or failure to complete reconstruction on a construction schedule reasonably comparable to the construction schedule applicable to the initial construction of the Project shall entitle City, at the City's option, to terminate this Contract and have the Property reconveyed to City at no cost to City.

Beginning on the Date of Closing, Developer shall, at its sole expense and cost, keep the Property and all of the improvements, including the Project, on the Property insured, on forms and in companies acceptable to City subject to the prior rights of the Project's lender, for the benefit of Developer and City, in an amount equal to not less than the full insurable value (a) against loss and damage by fire, and (b) against loss or damage from risks covered by standard

form of endorsement for use in Norfolk, Virginia. In no event shall the coverage amount be less than the amount it would take to design, construct and equip the Project in the event of partial or complete destruction of the Project. Subject to the prior rights of the Project's lender, City shall be a loss payee on all such policies until the final certificate of occupancy is issued for the Project.

Prior to Closing, City shall bear the risk of loss of the Property and any existing improvements. However, loss of all or part of improvements on the Property prior to Closing in no way requires City to rebuild the existing improvements and shall not affect Developer's obligation to close or affect the Purchase Price.

ARTICLE III

CLOSING AND PURCHASE PRICE

Section 3.1. Time and Place of Closing.

The closing ("Closing") shall take place at Office of the City Attorney, City Hall, 810 Union Street, Suite 900, Norfolk, Virginia 23510, or at any other location in Norfolk agreed to by the Parties, on a date which shall be the a date mutually satisfactory to Developer and the City but in any event no later than October 31, 2016 ("Outside Closing Date").

Section 3.2. Consideration.

In consideration for the City's conveyance of the Property to Developer, Developer shall pay to City One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) per acre of Property purchased by Developer in excess of 4.5 acres, and Developer shall be obligated to design, construct, and equip the Project on the Property at Developer's sole expense, except as otherwise expressly set forth herein, pursuant to the terms of this Contract, to commence Business Operations at the Property, and to operate its Business Operations at the Property for a period of not less than five (5) years from the date of commencing its Business Operations at the Property.

Section 3.3. Conditions of Developer's Obligation to Close.

The obligation of Developer to close hereunder is expressly conditioned upon the fulfillment by and as of the Closing Date of each of the conditions listed below, provided, however, that Developer at its election, evidenced by notice delivered to the City prior to or at the Closing, may waive any or all of the following conditions:

(a) All representations, warranties, acknowledgments and covenants made by the City in this Contract shall be true and correct in all material respects and shall continue to be true and correct in all material respects at the date of Closing.

(b) No laws, statutes, ordinances, governmental orders, regulations, rules or requirements shall have been enacted, adopted, issued or otherwise promulgated, and/or shall be in force, that would prevent the use and development of the Project in accordance with this Contract, the zoning, or in accordance with any related agreements to which the City is a party, or to which Developer is a party.

(c) There shall be no material adverse change to the physical or environmental condition of the Property since the date of this Contract.

(d) The City shall own good and marketable fee simple title to the Property free and clear of all liens and encumbrances except those permitted by this Contract.

(e) The Property shall have been rezoned to allow the use of the Property for the Project (the "Development Approvals").

(f) Final site plan approval (or conditional site plan approval if required by the City's Department of Public Works), a land disturbance permit and a building permit for the Project, and a Financing Commitment for the Project shall have been obtained by the Developer.

Section 3.4. Conditions of City's Obligation to Close.

The obligation of the City to close hereunder is expressly conditioned upon the fulfillment by and as of the Closing Date of each of the conditions listed below, provided, however, that the City at its election, evidenced by notice delivered to Developer prior to or at the Closing, may waive any or all of the following conditions:

(a) All representations, warranties, acknowledgments and covenants made by Developer in this Contract shall be true and correct in all material respects, and shall continue to be true and correct in all material respects at the date of Closing.

(b) No laws, statutes, ordinances, governmental orders, regulations, rules or requirements shall have been enacted, adopted, issued or otherwise promulgated, and/or shall be in force, that would prevent the use and development of the Property in accordance with this Contract, the zoning, or in accordance with any related agreements to which the City or Developer is or are a party.

(c) Developer will submit to City in accordance with City's zoning regulations two copies each of (i) the plan of development for the Project and (ii) the application of the land disturbance permit and building permit for the Project;

(d) Developer shall have obtained a Financing Commitment in accordance with Section 2.10 and shall have provided to the City appropriate evidence thereof;

(e) A certificate from the Virginia Board of Contractors or other evidence satisfactory to the City that the General Contractor selected by Developer to construct the Project is a registered contractor in good standing with the Virginia Board of Contractors;

(f) Such other documentation including plans and specifications, schematic drawings and renderings of the Project as may reasonably be requested by City to ensure the orderly development of the Property in accordance with the terms of this Contract;

(g) City shall have approved the proposed budget in accordance with Section 2.7;

(h) City shall have approved the design development documents in accordance with Sections 2.4 and 2.8;

(i) City shall have received a copy of the executed construction contract;

(j) City shall have received copies of payment and performance bonds each in the amount of the general construction contract for the Project in form and substance acceptable to the City;

(k) A subdivision plat creating the Property and the Remainder Parcel shall have been approved by the City; and

(l) City shall have received proof satisfactory to the City of insurance required in Section 2.12.

Section 3.5. Failure to Satisfy Conditions.

In the event that any of the conditions of a Party's obligation to close hereunder as set forth in Section 3.3 or 3.4 hereof are unsatisfied for any reason other than a Permitted Delay, that Party shall be entitled, but not obligated, upon notice delivered to the other Party to this Contract on or prior to the Closing Date, to receive one adjournment of thirty (30) days of the Closing to enable that Party to satisfy or cause to be satisfied such conditions. If on the original or any adjourned Closing Date, any condition(s) of the obligation of a Party to close hereunder shall remain unsatisfied and has not been waived by such Party, then such Party shall have the right to terminate this Contract upon thirty (30) days written notice to the other, and unless, during such thirty (30) day notice period, either (a) the Party entitled to terminate shall waive such condition(s) as provided above and agree to proceed to Closing hereunder, or (b) the Party entitled to terminate may, by written notice to the other Party, terminate this Contract, in which event this

Contract shall immediately terminate and subject to the last sentence of Section 2.3, neither Party shall have any further rights hereunder or obligations to the other of any nature hereunder or by reason hereof, except that with respect to a failure to satisfy any condition of the Closing that results from a Party's default under this Contract, the provisions of this Contract pertaining to such default, and to the Parties' respective rights, remedies and obligations in connection with such default, shall be applicable in addition to, or (in the non-defaulting Party's discretion) as an alternative to, the non-defaulting Party's aforesaid right of termination.

Section 3.6. Deliveries at Closing by City.

At the Closing, City will execute and deliver to Developer the following:

(a) A special warranty deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except "Permitted Encumbrances," as defined herein, to Developer subject to the restrictive covenants described in Section 2.2; "Permitted Encumbrances" shall mean all matters of record (except liens) that have not expired by time limitations contained therein or otherwise become ineffective or that were accepted by Developer pursuant to the provisions of Section 2.1 of this Contract.

(b) A certificate to the effect that the City is not a foreign entity subject to the withholding requirements of the Foreign Investment in Real Property Tax Act;

(c) A certified copy of the ordinance adopted by the City authorizing the conveyance of the Property to Developer pursuant to the terms of this Contract;

(d) A fully executed subdivision plat creating the Property and the Remainder Parcel; and

(e) Any other document or instrument required hereunder or reasonably requested by Developer or its title insurance company in order to consummate the transactions contemplated herein.

Section 3.7. Deliveries at the Closing by Developer.

At the Closing, Developer shall execute and/or deliver the following:

(a) Developer shall deliver to the City the Purchase Price minus the Deposit, by wire, cashier's check or certified funds.

(b) Developer shall deliver to the City evidence reasonably satisfactory to the City that Developer has been validly formed as a corporation, and is qualified to do business in the Commonwealth of Virginia and City of Norfolk.

(c) Developer shall deliver to the City the written opinion of counsel of Developer, in form reasonably satisfactory to the City (assuming that all signatures are genuine, and further assuming that all documents presented to such counsel as copies conform with the originals), stating (1) that Developer is a corporation, duly organized and validly existing entity under the laws of the Commonwealth of Virginia; (2) that Developer has the power to enter into the transactions contemplated by this Contract (including, without limitation, entry into this Contract); (3) that all actions by Developer required to be authorized in the transaction contemplated by this Contract have been duly authorized; (4) that this Contract and all documents required to effectuate the transactions contemplated hereby which are to be executed by Developer (including, without limitation, all agreements and instruments to be executed by Developer at the Closing) have been duly executed and delivered by Developer, and constitute binding obligations of Developer, enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganizations, moratoriums or similar laws affecting the enforcement of creditors' rights generally and by legal and equitable limitation on the enforceability of specific remedies;

(d) A subdivision plat for execution by the City creating the Property and the Remainder Parcel; and

(e) Any other document or instrument required hereunder or reasonably requested by the City in order to consummate the transactions contemplated herein, which document or instrument will be in form and substance reasonably acceptable to Developer, including, but not limited to, proof of insurance required by Section 2.12, which document or instrument will be in form and substance reasonably acceptable to City.

Section 3.8. Prorations. Proratable items relating to the Property will be prorated as of the date of Closing.

Section 3.9. Closing Costs. City is exempt from grantor's tax on the Deed. Developer will pay all other recording taxes and fees in connection with the recordation of the Deed, the cost of its title insurance commitment and policy, the cost of obtaining the survey and the subdivision plat, and all other costs incurred in connection with its due diligence investigations of the Property. Each Party will pay its respective attorney's fees.

Section 3.10. Deposit. In the event the Purchase Price is less than the Deposit, the City shall reimburse that portion of the Deposit that is in excess of the Purchase Price to the Developer at Closing.

ARTICLE IV

ADDITIONAL COVENANTS

Section 4.1. Right of Entry. Commencing upon the date of full execution of this Contract and continuing until the earlier of the termination of this Contract or Closing, Developer and its agents, representatives and contractors will have the right to enter the Property for the purpose of surveying the Property, conducting soil tests and engineering studies and performing such other examinations as Developer deems necessary to determine the suitability of the Property for its contemplated development. Developer will keep the Property free and clear of all mechanics' liens and will indemnify, defend and hold the City harmless from and against any and

all claims, liens, liabilities, damages, losses and costs (including reasonable attorneys' fees) arising from the exercise by Developer of its right of entry under this Section. This indemnity will survive Closing and any termination of this Contract. If the Closing does not occur, Developer will repair any damage to the Property caused by Developer's exercise of such right of entry.

Section 4.2. Subdivision; Survey. Developer shall prepare a subdivision plat dividing the former Oakwood School site into the Property and the Remainder Parcel. Developer shall obtain a survey of the Property. Such survey shall be certified to Developer, the City, and the title company furnishing a title commitment to the Developer.

Section 4.3. Condemnation. If before the Closing all or any portion of the Property is taken under the power of eminent domain or is transferred in lieu of such taking and such taking or transfer materially interferes with Developer's contemplated development of the Property, Developer may, at its option, (i) terminate this Contract by notice to the City within thirty (30) days after Developer is notified of such taking or transfer, in which case return of the Deposit shall be the sole and exclusive remedy or (ii) proceed to Closing.

Section 4.4. Time is of the Essence. Time is of the essence as to the performance of the terms and conditions of this Contract. To the extent any provisions of this Contract specifically state that time is of the essence, such specific provisions are not intended to mean that time is not of the essence as to the remaining provisions of this Contract.

Section 4.5. Staging Area and Construction Operations. City does not have any obligation to Developer and/or its contractor to provide a staging area or any particular construction easements for construction of the Project. Developer shall see that any pile driving and similar loud construction methods are not started before 9:00 a.m. and cease by 6:00 p.m. on weekdays, and are not started before 10:00 a.m. and cease before 5:00 p.m. on weekends and

holidays except utility connections may be scheduled at times least disruptive to the Project and/or neighbors.

Section 4.6. Covenant to Survive Closing. City agrees to reimburse or pay Developer for the amount of rent and other charges payable by Developer under the Leases, including base rent and reimbursements or payments for real estate taxes, insurance premiums, and storm water management fees (collectively, the "Rent") for the period (the "Payment Period") beginning on the day that Developer vacates its existing premises under the Leases and ending on August 31, 2018; provided, however, the City's obligation to pay or to reimburse Rent and any other amounts pursuant to this Section 4.6 shall not exceed Two Hundred Thousand and 00/100 Dollars ($200,000.00). Developer represents that the total monthly rent currently payable for both of the Leases is $28,655.88, including payments for real estate taxes, insurance premiums, and stormwater management fees and that the base rent portion of such monthly rent will be increased on September 1, 2016 and again on September 1, 2017, based on any increase in the consumer price index, as provided in the Leases. The payments for real estate taxes, insurance premiums, and storm water management fees are also subject to adjustment. If directed by Developer, City shall pay the Rent during the Payment Period directly to the Lessor and shall also pay any late charges and/or interest charges as the result of any late payments made directly to the Lessor. City shall indemnify Developer for any liability or claims and costs of defense incurred by Developer as the result of City's failure to perform its obligations under this Section 4.6 in a timely manner. The provisions of this Section 4.6 shall survive the Closing and shall not be merged into the deed conveying the Property to Developer.

ARTICLE V

PROGRESS REPORTS

Section 5.1. Progress Reports. In addition to timely construction of the Project, within ten (10) days after receipt of the City's request therefor, Developer shall provide the City with a written progress report that reflects all work done since the date of the prior progress report, if any; provided, however, Developer shall not be required to provide such progress reports more frequently than monthly.

ARTICLE VI

MODIFICATIONS FOR LENDER

If in connection with obtaining Financing Commitments for this Project, any lender shall request reasonable modifications of this Contract as a condition to such financing, the parties will execute a modification of this Contract, provided that such modification does not increase the financial obligations of the City, or materially and adversely affect any rights of the City created by this Contract.

ARTICLE VII

ADDITIONAL OBLIGATIONS

Section 7.1. Zoning; Design Review. If not previously initiated, promptly after execution of this Contract, Developer shall initiate appropriate proceedings in order to apply for rezoning of the Property to a classification that will permit the Project. Whether the Building is fully or partially demolished, the design and materials of the Project shall be subject to review and approval by the City's ARB pursuant to City Code Section 32-70(a)(2). Accordingly, if required hereunder, Developer shall submit the Project to the City's ARB.

Section 7.2. Permits. City shall execute as owner, as may be required, all building permit applications, plans of development, utility permit applications, utility easements, and such other

documents as may be reasonably required for Developer to obtain land disturbance and building permits for the Project. Developer agrees to indemnify and save City harmless from any liabilities resulting from incorrect information therein, unless such information was provided by City.

Section 7.3. Certification. Upon Final Completion of the Project and the issuance of a certificate of occupancy, City will furnish Developer an appropriate instrument certifying that Developer has complied with the provisions hereof relating to the construction of the Project. If City shall, for cause, refuse or fail to provide certification, the City shall, within ten (10) days after written request by Developer, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the construction of the Project in conformity with this Contract, or is otherwise in default, and what measures or acts will be reasonably necessary in the opinion of the City, for Developer to take or perform in order to obtain certification.

Section 7.4. Demolition and Abatement Costs. The City shall pay Developer's demolition costs that are in excess of Three Hundred Thousand and 00/100 Dollars ($300,000.00) up to a maximum of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Demolition Costs"); provided, that City's obligation to pay any Demolition Costs shall be conditioned on the City's receipt of documentation reasonably satisfactory to the City of Developer's total demolition costs. Developer shall ensure that its contractor(s) do not allocate construction or otherwise necessary site prep costs to the cost of demolition of the Building and shall make adjustments therefor if such misallocation occurs.

Section 7.5. Business Operations. In the event the Developer fails to commence Business Operations at the Property or ceases Business Operations at the Property prior to that date which is five (5) years after its commencement of Business Operations, Developer shall, reimburse the City for the value of the Property that was contributed to the Project at the rate of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) per contributed acre plus the full

amount of any Demolition Costs paid by the City. Such amounts shall be paid to the City within fifteen (15) business days after Developer ceases Business Operations at the Property. The provisions of this Section 7.5 shall survive Closing.

Section 7.6. Option to Purchase. Commencing as of the effective date of this Agreement and continuing for a period of two years thereafter (the "Option Period"), Developer shall have the option to Purchase the Remainder Parcel for One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) per acre. Developer may exercise the option to purchase the Remainder Parcel by giving written notice to the City prior to the expiration of the Option Period. Closing shall occur within sixty (60) days after notice is received by the City of Developer's intent to exercise the Option. If the Developer does not exercise its option to purchase the Remainder Parcel prior to the end of the Option Period, the option to purchase the Remainder Parcel shall expire at the end of the Option Period and shall be of no further force or effect. Closing shall occur at the Office of the City Attorney or at such other location as mutually agreed by the parties.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Default by Developer.

The occurrence of any of the following shall be an event of default by Developer under this Contract:

(a) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(c) The entering of an order for relief against Developer or the appointment of receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in

any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of thirty (30) consecutive days;

(d) The failure of Developer to perform or to observe any covenant, obligation, condition or requirement of this Contract not specifically named as a default in this Section 8.1, and the continuation of such failure for thirty (30) days after written notice from City specifying the nature and extent of any such default, or, if such default cannot reasonably be cured within such thirty (30)-day period, the failure either (i) to commence to cure such default within such thirty (30)-day period and to diligently continue to pursue such effort to cure to completion, or (ii) to cure such default within a reasonable time after the expiration of the first thirty (30)-day period, in no event to exceed ninety (90) days after the written notice of default.

Section 8.2. Remedies.

Upon the occurrence and continuance of any event of default described in Section 8.1 after written notice and expiration of any applicable cure period without cure, City may elect to terminate this Contract by giving written notice of such termination to Developer, and this Contract shall terminate as of the date specified in such notice (which date shall be on or after the date of the notice of termination). In the event that termination under this Section 8.2 occurs after Closing but before Final Completion of the Project, and such termination is because of a default under Section 2.11, in addition to its other remedies, City may elect to reenter and take back title to the Property in which event Developer shall convey such title to the City.

In the event the termination is because of a default under Section 2.11(a), the conveyance of title to the Property to the City shall be subject to the City paying at the time of such conveyance the Purchase Price minus the Deposit. In the event the termination because of a default under Section 2.11(b), the conveyance of title to the Property and all improvements thereon to the City shall be subject to the City paying at the time of such conveyance the "Reverter

Payment". The "Reverter Payment" shall be the sum of (a) the Purchase Price for the Property minus the Deposit plus (b) an amount equal to eighty percent (80%) of the Fair Market Value, as of the date of such notice of termination, of all improvements constructed on the Property to date less the outstanding principal balance (and all accrued but unpaid interest thereon) under the Mortgage through the date of such notice of termination. For purposes of this Section, "Fair Market Value" shall mean the fair market value of the improvements constructed on the Property as of the date of such of termination as determined by mutual agreement reached within twenty (20) days of the date of notice of termination by the City, or, in the absence of such agreement, by appraisal as follows. If the parties are unable to reach agreement on the Fair Market Value within such twenty (20) day period, then within ten (10) days thereafter Developer shall name one appraiser and the City shall name a second appraiser. The appraisers so chosen will meet within ten (10) days after the second appraiser is appointed and if, within thirty (30) days after the second appraiser is appointed, the two appraisers shall not agree upon the Fair Market Value, they shall appoint a third appraiser. In the event the two appraisers are unable to agree upon such appointment within ten (10) days after the aforesaid time, then either party may, as promptly as possible thereafter, request the American Arbitration Association to appoint a third appraiser. The decision of the appraisers so chosen shall be given within a period of thirty (30) days after the appointment of such third appraiser. The decision in which any two appraisers so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of the original appraiser appointed by such party and the expenses of the third appraiser, if any, shall be borne equally by the parties. Any appraiser, no matter by whom designated, shall be a member in good standing, with the "MAI" designation, of the Appraisal Institute with at least ten (10) years' experience as a real estate appraiser in the Hampton Roads, Virginia area. The City's right to take back the Property is subject to the lien of any

mortgage held by any lender for the financing of the Project. In addition to the remedies of termination described above, a non-defaulting Party shall have available to it all other rights and remedies provided in this Contract or at law or in equity. Remedies under this Contract shall be cumulative and not restrictive of other remedies. The prevailing Party in any action or proceeding to enforce the terms of this Contract shall be entitled to recover from the unsuccessful Party all costs and expenses, including reasonable attorney's fees incurred therein.

ARTICLE IX

ASSIGNMENT LIMITATIONS

Except as otherwise specifically provided herein, prior to Final Completion of the Project, Developer may not assign this Contract or any right, title or interest hereunder, to any entity other than an Affiliate without the City's prior written permission. (For the sake of clarity, Developer shall be permitted to assign this Contract and any and all rights, title or interest hereunder to an Affiliate without the City's prior written consent.) Developer shall have the right to collaterally assign all or any portion of its rights in this Contract to any lender or lenders prior to the Final Completion of the Project or to anyone after the Project has been Finally Completed.

An assignment shall not relieve the assigning party from its obligations under this Contract. Any purported assignment of this Contract or of any right, title or interest hereunder not complying with this Article IX shall be void and of no force or effect.

ARTICLE X

MISCELLANEOUS

Section 10.1. Low and Moderate Income Job Opportunities. Developer shall make every reasonable effort to include provisions in the construction contracts for the Project, (i) requiring the contractor to make a good faith effort to see that job opportunities at the Project are made available to low and moderate income persons who live in Norfolk; and (ii) prohibiting any

contractor from discriminating on the basis of race, color, creed, national origin, age or sex. Developer will cooperate with the City in alerting the contractors to any training programs or other job opportunity sponsored by the City, and encourage participation in such programs.

Section 10.2. City's Project Representative. The City hereby appoints Charles E. Rigney, Director of Development, or his designee as its representative for the Project who will be responsible for coordinating the City's approvals hereunder.

Section 10.3. No Broker. Developer and City each represent and warrant that no broker to whom a commission, fee or other compensation is payable is or has been involved in or brought about the transactions contemplated by this Contract. Each of said Parties shall indemnify and hold the others harmless from any and all claims, obligations, liabilities, costs or expense (including reasonable attorneys' fees) incurred as a result of any claim for brokerage commissions, fees or other compensation by any person or entity who alleges having acted or dealt with the indemnifying Party in connection with the Project or the transactions contemplated by this Contract. The Parties' obligations under this Section 10.3 shall survive the Closing and any termination of this Contract.

Section 10.4. Relationship of Parties. This Contract is not to be construed to create a partnership or joint venture between the Parties.

Section 10.5. Negotiated Document. The Parties acknowledge that the provisions and language of this Contract have been negotiated, and agree that no provision of this Contract shall be construed against any Party by reason of such Party having drafted such provision of this Contract.

Section 10.6. Governing Law. This Contract shall be governed and construed by the laws of the Commonwealth of Virginia. In the event of any action arising between the Parties with respect to the Project, venue shall be in the Circuit Court of the City of Norfolk.

Section 10.7. Successors and Assigns. The agreements, terms, covenants and conditions of this Contract shall be binding upon and inure to the benefit of the City, Developer, and except as otherwise provided herein, their respective successors and permitted assigns.

Section 10.8. Further Assurances. Each Party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Contract.

Section 10.9. No Amendment. Neither this Contract nor any provisions hereof may be changed, modified, amended, supplemented, altered, waived, discharged or terminated except by an instrument in writing signed by both Parties and if required by any mortgage document, with the written consent of the applicable lender.

Section 10.10. Survival of Closing. The provisions of this Contract shall survive the Closing.

Section 10.11. Effectiveness. This Contract shall not be binding or effective until executed and delivered by the Parties hereto.

Section 10.12. Waiver. The failure of any Party to insist upon strict performance of any of the terms or provisions of this Contract or to exercise any option, right or remedy contained in this Contract, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, of this Contract nor be deemed to have been made unless expressed in writing and signed by such Party.

Section 10.13. Exhibits. Each Exhibit referred to in this Contract is incorporated by reference and attached to this Contract.

Section 10.14. Consent and Approvals.

(a) All consents and approvals which may be given under this Contract shall be in writing, as a condition of their effectiveness. The granting of any consent or approval by a Party

to perform any act requiring consent or approval under the terms of this Contract or the failure on the part of a Party to object to any such action taken without the required consent or approval shall not be deemed a waiver by the Party whose consent was required or its right to require such consent or approval for any further similar act.

(b) If it is provided that a particular consent or approval is not to be unreasonably withheld, such consent or approval also shall not be unreasonably conditioned or delayed and any matter required to be done satisfactorily or to the satisfaction of a Party only be done reasonably satisfactorily or to the reasonable satisfaction of that Party.

Section 10.15. Interpretation. For the purpose of construing this Contract, unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, words in one gender shall be deemed to include words in other genders, and the word "person" shall be deemed to include a corporation or partnership. Headings of articles and sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular articles or sections to which they refer.

Section 10.16. "Including". In this Contract, whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, the word "including without limitation," and the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

Section 10.17. Notices. All notices or other communications required or desired to be given with respect to this Contract shall be in writing and shall be delivered by hand or by courier service, or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by mail shall be deemed to be given by the sender when received or refused by the Party intended to receive such notice; each notice

delivered by hand or by courier service shall be deemed to have been given and received when actually received by the Party intended to receive such notice or when such Party refuses to accept delivery of such notice. Upon a change of address by either Party, such Party shall give written notice of such change to the other Party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

To City:

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

With a copy to:

Director
City of Norfolk Department of Development
500 E. Main St.
Suite 1500
Norfolk, VA 23510

With a copy to:

City Attorney
Office of the City Attorney
810 Union Street, Suite 900
Norfolk, VA 23510

To Developer:

Computerized Imaging Reference Systems, Inc.
Mark Devlin, President
2428 Almeda Avenue
Suite 316
Norfolk, VA 23513

With a copy to:

Vincent A. Mastracco, Jr., Esq.
Kaufman & Canoles, P.C.
150 West Main Street, Suite 2100
Norfolk, VA 23510

Section 10.18. Entire Agreement. This Contract constitutes the entire agreement between the Parties with respect to the Project and supersedes all prior understandings and writings, and this Contract may be amended or modified only by a writing signed by City, and Developer.

Section 10.19. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

Section 10.20. Recordation. This Contract may be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia.

WITNESS the following signatures:

CITY OF NORFOLK

By:_____
Name:_____
Title:_____

ATTEST:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

Sworn to and subscribed before me, a Notary Public in and for the City and Commonwealth aforesaid, by _____ _____ of the City of Norfolk, and by _____, Clerk of the City of Norfolk, this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:_____

Registration No.:_____

APPROVED AS TO CONTENTS:

_____
Deputy City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Assistant City Attorney

DEVELOPER

COMPUTERIZED IMAGING REFERENCE SYSTEMS, INC.
a Virginia corporation

By: _____
Title:_____
Date:_____

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

Sworn to and subscribed before me, a Notary Public in and for the City and Commonwealth aforesaid, by _____, _____ of COMPUTERIZED IMAGING REFERENCE SYSTEMS, INC. this _____ day of _____, 20___.

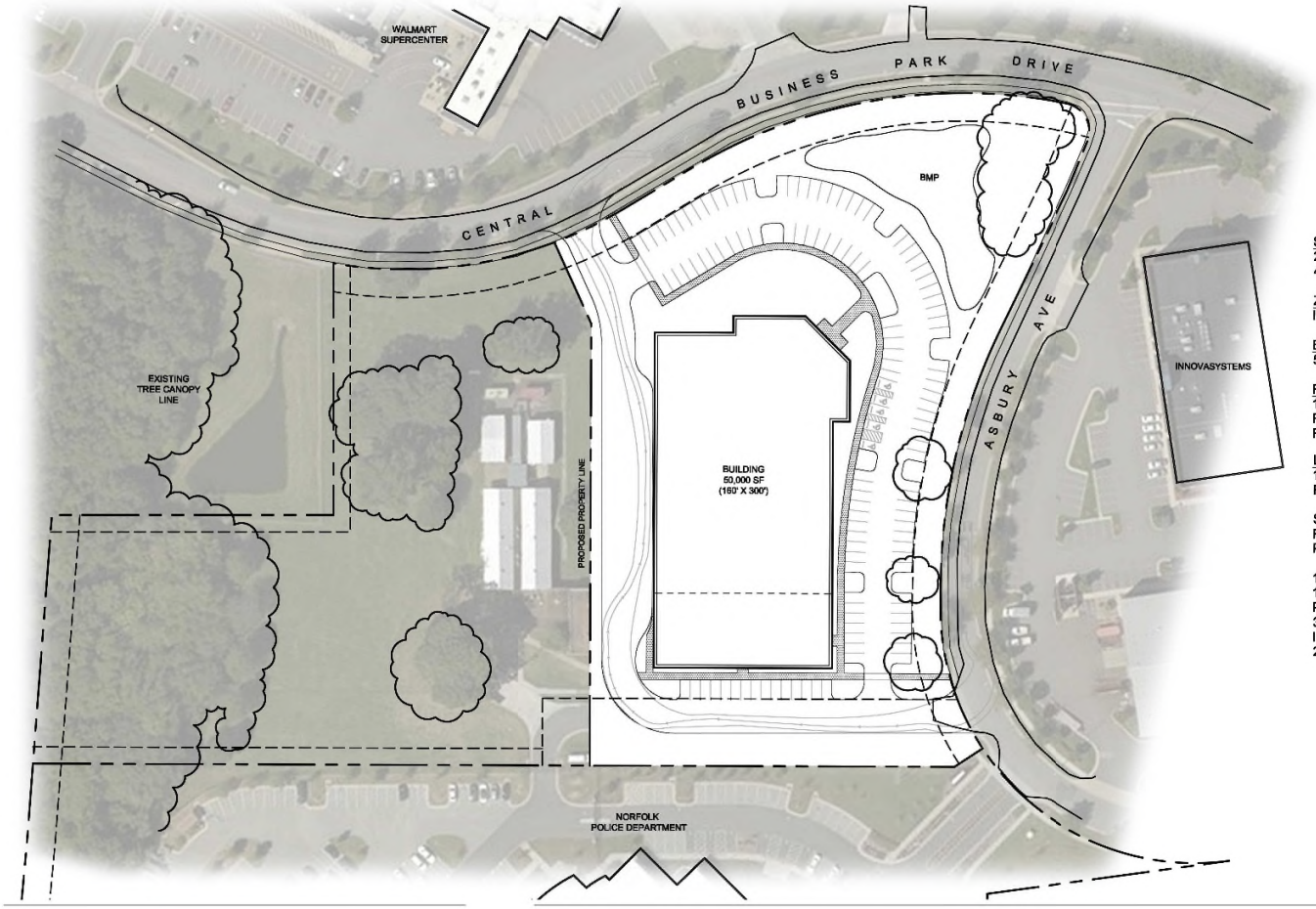
_____
Notary Public

My Commission Expires:_____

Registration No.:_____

EXHIBIT A
Property

(Attached)



SITE:
201,814 SF
4.64 AC

ZONING:
INDUSTRIAL DISTRICT 1 (IN-1)

BUILDING:
50,000 SF

PARKING:
1 SPACE PER 850 SF
REQUIRED: 59 SPACES
PROVIDED: 123 SPACES

LANDSCAPE REQUIREMENTS:
10% OPEN SPACE REQUIRED
PROVIDED: 167,735 SF (46%)

SPACE PROVIDED FOR FOUNDATION PLANTING AND SCREENING OF PARKING LOT

10% INTERIOR PLANTING REQUIRED
1 TREE PER 144 SF OF INTERIOR PLANTING
34,100 SF PARKING (3,400 SF INTERIOR PLANTING)
24 TREES REQUIRED

CIRS FACILITY

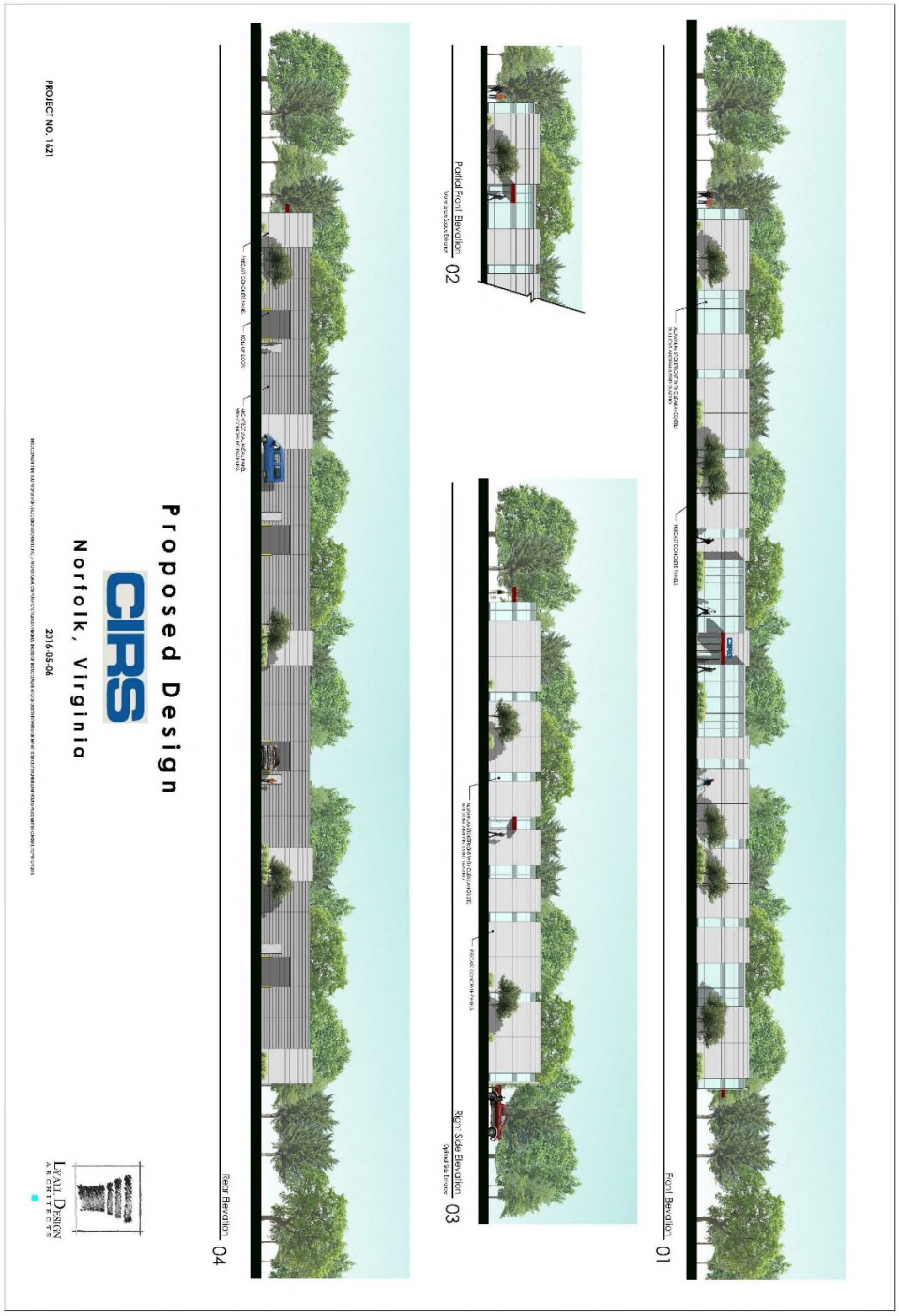
CONCEPTUAL LAYOUT - April 12, 2016

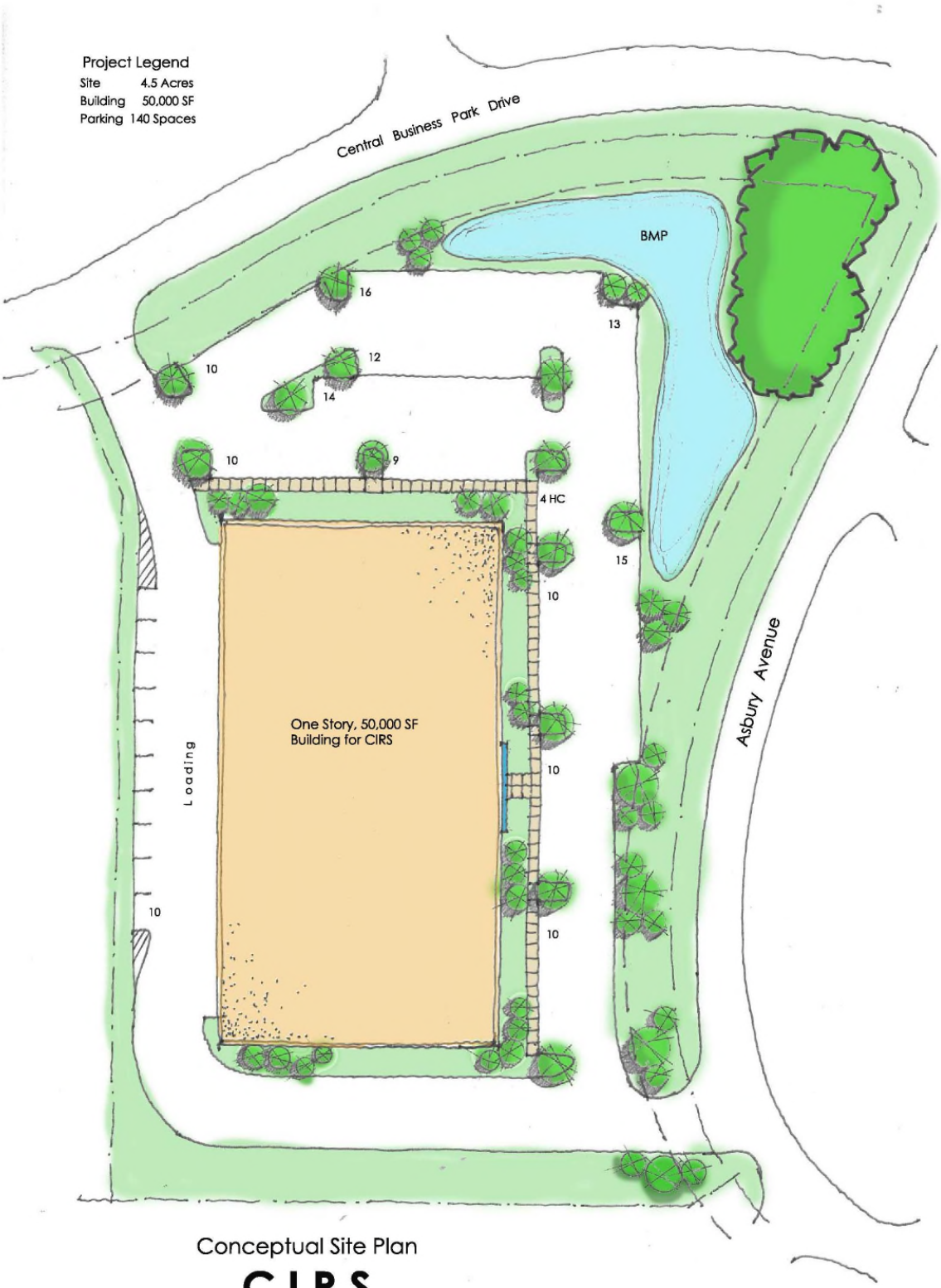
0 50 100 Feet

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

EXHIBIT B

Project Site Plan





Conceptual Site Plan

CIRS

Norfolk, Virginia

Lyall Design
Architects

C: Director, Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: David Ricks, Director of Public Works

Subject: Acceptance of temporary construction easement and permanent drainage easement at 298 Suburban Parkway

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-1**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a temporary construction easement and a permanent drainage easement at 298 Suburban Parkway.

IV. **Analysis**
- Acceptance of the easements is necessary to perform proposed storm water conveyance channel improvements to an existing conveyance system that is located in the rear of the subject property. The project will resolve a long standing maintenance challenge. Further, the project will provide credits to meet the City of Norfolk's (the "City's") requirements for load reduction under the Chesapeake Bay TMDL.

V. **Financial Impact**
The ordinance will have no financial impact as the easements are being acquired at no cost. The construction project has been budgeted with Public Works and will also use grant funding awarded to the project under the Stormwater Local Assistance Fund Grant.

VI. **Environmental**
Acceptance of the ordinance will result in environmental benefits as the channel improvements will reduce erosion and provide planting buffers to help filter pollutants from entering the Lafayette River.

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

VII. Community Outreach/Notification

Property owner has been coordinated with and agreeable to granting easements. Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A to Ordinance – Exhibit Showing Easement to be Acquired
- Exhibit B to Ordinance – Deed of Easement

5/2/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT DRAINAGE EASEMENT BY STEPHEN P. SCHULTZ AND ANGELA K. SCHULTZ TO THE CITY OF NORFOLK AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE EASEMENT ON BEHALF OF THE CITY.

- - -

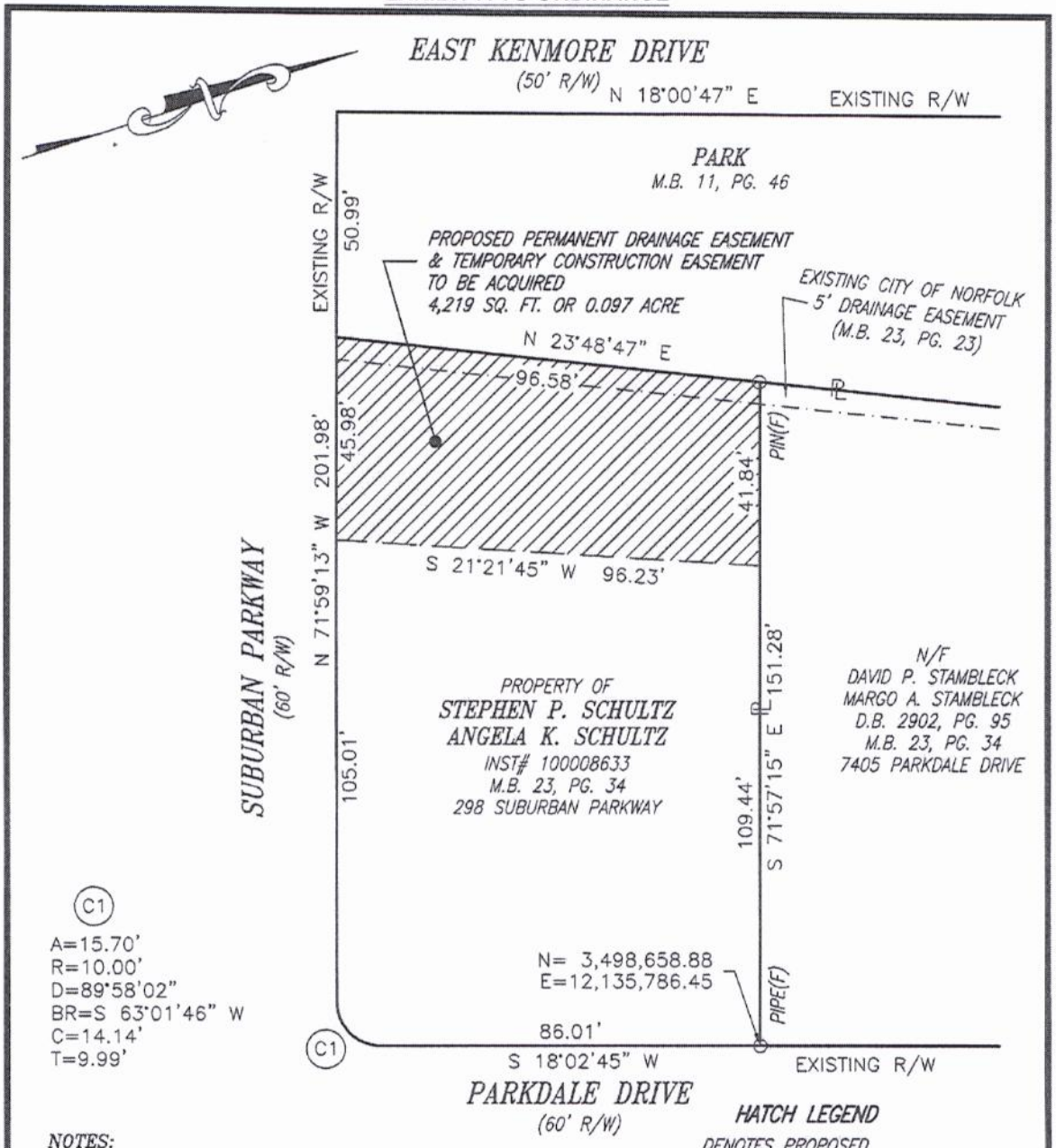
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of a temporary construction easement and a permanent drainage easement shown on Exhibit A attached hereto, by Stephen P. Schultz and Angela K. Schultz to the City of Norfolk, is hereby accepted and approved.

Section 2:- That the City Manager is authorized to accept a Deed of Easement, attached hereto as Exhibit B, in form approved by the City Attorney, and to do all things necessary and proper to effect the conveyance of the temporary construction easement and the permanent drainage easement to the City of Norfolk.

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

EXHIBIT A TO ORDINANCE



HATCH LEGEND

DENOTES PROPOSED PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED

0' 30' 60' 90'

GRAPHIC SCALE

NOTES:

1. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION SHOWN IS BASED ON PLATS, DEEDS OF RECORD, VDOT PLANS AND ACTUAL FIELD MEASUREMENTS. THIS PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT REFLECT ALL EASEMENTS OR RESTRICTIONS THAT AFFECT THE PROPERTY.

COMMONWEALTH OF VIRGINIA
IVAN R. LINEBERRY
Lic. No. 003230
7/17/15
LAND SURVEYOR

REFRENCES:

INST# 100008633
M.B. 23, PG. 34

MERIDIAN SOURCE IS BASED ON: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD1983

EXHIBIT
SHOWING
EASEMENT TO BE ACQUIRED BY
THE CITY OF NORFOLK
FROM
STEPHEN P. SCHULTZ & ANGELA K. SCHULTZ
FOR
PERMANENT DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT

DATE: 07/16/2015 SCALE: 1" = 30'

PRECISION MEASUREMENTS, INC.
SURVEYORS •GPS •3-D SCANNING• GIS• MAPPERS
VIRGINIA BEACH-RICHMOND-NEWPORT NEWS-CHANTILLY, VIRGINIA
851 SEAHAWK CIRCLE, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
TEL: (757) 368-0945

PROJECT #12-031-02-A

ACAD: 298 SUBURBAN PARKWAY EXHIBIT.DWG

EXHIBIT B TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference No.: 3687-6000
Consideration: $0.00

This Deed is exempt from recordation taxes imposed
by Section 58.1-801 of the Code of Virginia, 1950,
as amended, pursuant to Section 58.1-811(A)(3).

THIS DEED OF EASEMENT, made this ____ day of _____, 2016, by and between **STEPHEN P. SCHULTZ AND ANGELA K. SCHULTZ**, (the "Schultzs"), **Grantors**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, ("City"), **Grantee**, whose address is City Hall Building, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, the Schultzs are the owners of certain property located in the City of Norfolk, Virginia, known as 298 Suburban Parkway, ("Property") as shown on that certain exhibit plat attached hereto as Exhibit A; and

WHEREAS, the City has undertaken a project known as the Parkdale Drive Channel Improvement Project ("Project") for the improvement of storm water drainage in the area on and around the Property; and

WHEREAS, in order to proceed with the Project, the City needs a permanent easement and a temporary construction easement over a certain portion of the property owned by the Schultzs as shown on Exhibit A; and

WHEREAS, the Schultzs are agreeable to granting the said easements to the City;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Schultzs do hereby grant and convey to the City, its successors and assigns, a permanent easement and a temporary construction easement as shown on Exhibit A.

The permanent easement shall be for the purpose of constructing, maintaining, adding to, replacing or installing storm drainage improvements. The permanent easement is subject to the following conditions:

1. All structures and appurtenant facilities which are installed or placed in the easement shall be and remain the property of the City, its successors and assigns.

2. The City, its officers, agents, and employees shall have full and free use of the said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easement.

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction and maintenance of the storm drainage in the said easement.

4. The Schultzs reserve the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the City for the purposes named; provided, however, that the Schultzs shall not erect any roadway, building, or structure of any kind on the easement without obtaining prior written approval of the City.

The temporary construction easement shall be for the purpose of providing a staging area, temporary work spaces, and construction site access for the City during the entire period of the installation of storm drainage improvements. The temporary construction easement is subject to the following conditions:

1. The term of the temporary construction easement shall be for such period of time as is necessary for the City to complete the Project and the City agrees that the work shall be pursued as diligently and expeditiously as reasonably possible.

2. The City agrees to repair or to pay for any actual damage caused by the City in the exercise of any of the rights granted in this deed, to the extent required by law; provided, however, that the City shall not be liable for any damages caused in the said temporary construction easement by the clearing of any obstacles or obstructions that interfere with the City's use of the easement as set forth herein.

3. At the conclusion of all construction work, the City shall, to the extent reasonably possible, restore the area of the temporary construction easement to its state and condition immediately prior to the commencement of the Project.

The terms, covenants, and provisions set forth herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

The Schultzs covenant that they have the right to convey the easements herein granted.

WITNESS the following signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

_____

STEPHEN P. SCHULTZ

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of -_____, 20____, do hereby certify that Stephen P. Schultz, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

_____

ANGELA K. SCHULTZ

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of -_____, 20____, do hereby certify that Angela K. Schultz, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

The signature of Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, is affixed hereto on behalf of the Council of the City of Norfolk, Virginia, pursuant to an ordinance duly adopted by the City Council, to evidence the acceptance of this Deed of Easement by the City, in accordance with Section 15.2-1803, Code of Virginia, 1950, as amended.

CITY OF NORFOLK

By:_____(SEAL)
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing 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 No._____

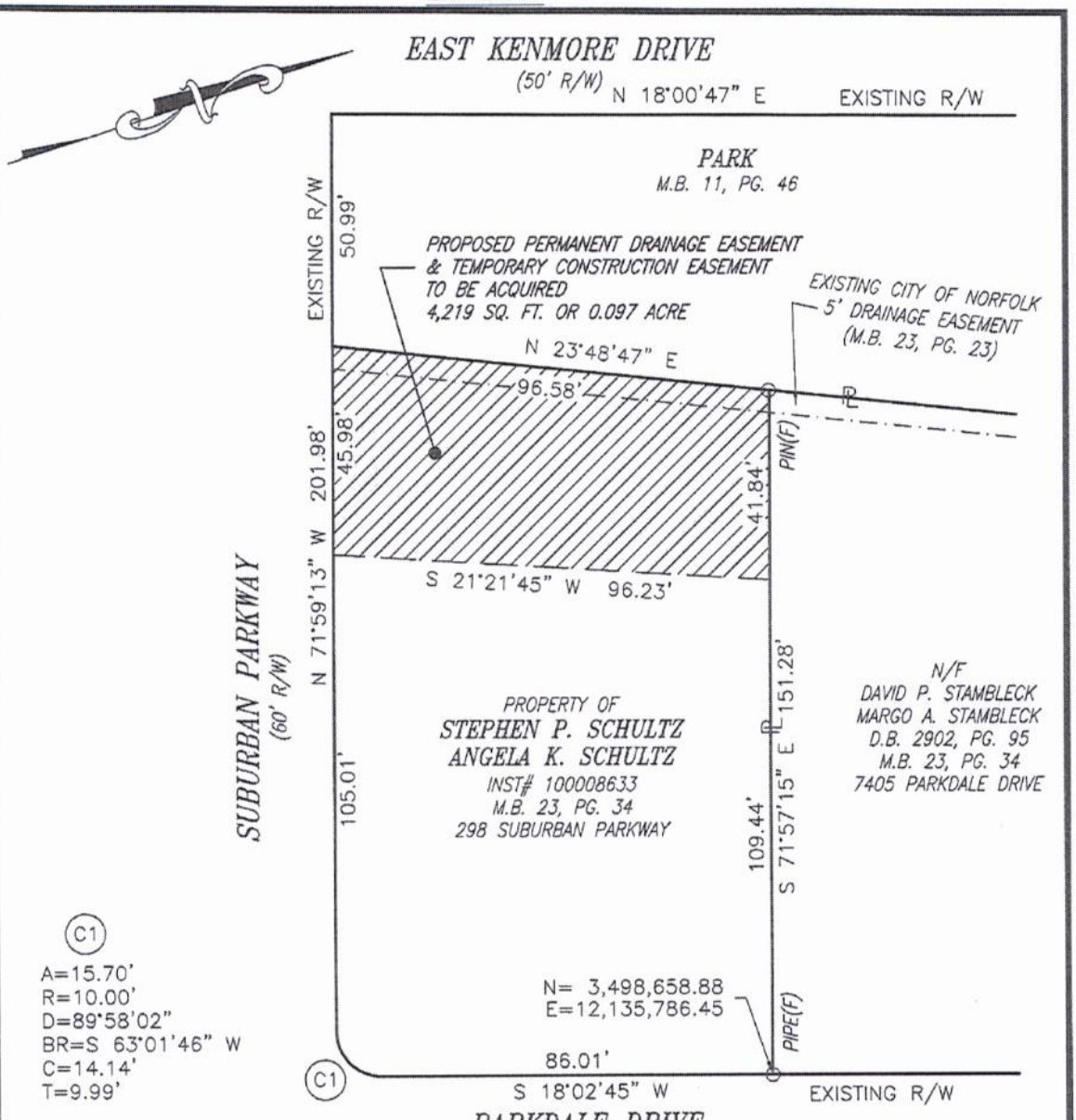
Contents Approved:

_____
Director of Public Works

Approved as to Form and Correctness:

_____
Deputy City Attorney

EXHIBIT A



HATCH LEGEND

DENOTES PROPOSED PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED

0' 30' 60' 90'

GRAPHIC SCALE

NOTES:

1. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION SHOWN IS BASED ON PLATS, DEEDS OF RECORD, VDOT PLANS AND ACTUAL FIELD MEASUREMENTS. THIS PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT REFLECT ALL EASEMENTS OR RESTRICTIONS THAT AFFECT THE PROPERTY.

COMMONWEALTH OF VIRGINIA
IVAN R. LINEBERRY
Lic. No. 003230
7/17/15
LAND SURVEYOR

REFRENCES:

INST# 100008633
M.B. 23, PG. 34

MERIDIAN SOURCE IS BASED ON: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD1983

EXHIBIT
SHOWING
EASEMENT TO BE ACQUIRED BY
THE CITY OF NORFOLK
FROM
STEPHEN P. SCHULTZ & ANGELA K. SCHULTZ
FOR
PERMANENT DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT

DATE: 07/16/2015 SCALE: 1" = 30'

PRECISION MEASUREMENTS, INC.
SURVEYORS •GPS •3-D SCANNING• GIS• MAPPERS
VIRGINIA BEACH-RICHMOND-NEWPORT NEWS-CHANTILLY, VIRGINIA
851 SEAHAWK CIRCLE, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
TEL: (757) 368-0945

PROJECT #12-031-02-A

ACAD: 298 SUBURBAN PARKWAY EXHIBIT.DWG

C: Director, Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: David Ricks, Director of Public Works

Subject: Acceptance of temporary construction easement and permanent drainage easement at 7409 Parkdale Drive

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-2**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a temporary construction easement and a permanent drainage easement at 7409 Parkdale Drive.

IV. **Analysis**
- Acceptance of the easements is necessary to perform proposed storm water conveyance channel improvements to an existing conveyance system that is located in the rear of the subject property. The project will resolve a long standing maintenance challenge. Further, the project will provide credits to meet the City of Norfolk's (the "City's") requirements for load reduction under the Chesapeake Bay TMDL.

V. **Financial Impact**
The ordinance will have no financial impact as the easements are being acquired at no cost. The construction project has been budgeted with Public Works and will also use grant funding awarded to the project under the Stormwater Local Assistance Fund Grant.

VI. **Environmental**
Acceptance of the ordinance will result in environmental benefits as the channel improvements will reduce erosion and provide planting buffers to help filter pollutants from entering the Lafayette River.

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

VII. Community Outreach/Notification

Property owner has been coordinated with and agreeable to granting easements. Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A to Ordinance – Exhibit Showing Easement to be Acquired
- Exhibit B to Ordinance – Deed of Easement

5/2/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT DRAINAGE EASEMENT BY CHRISTOPHER R. BUTLER AND KATRINA M. BUTLER TO THE CITY OF NORFOLK AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE EASEMENT ON BEHALF OF THE CITY.

- - -

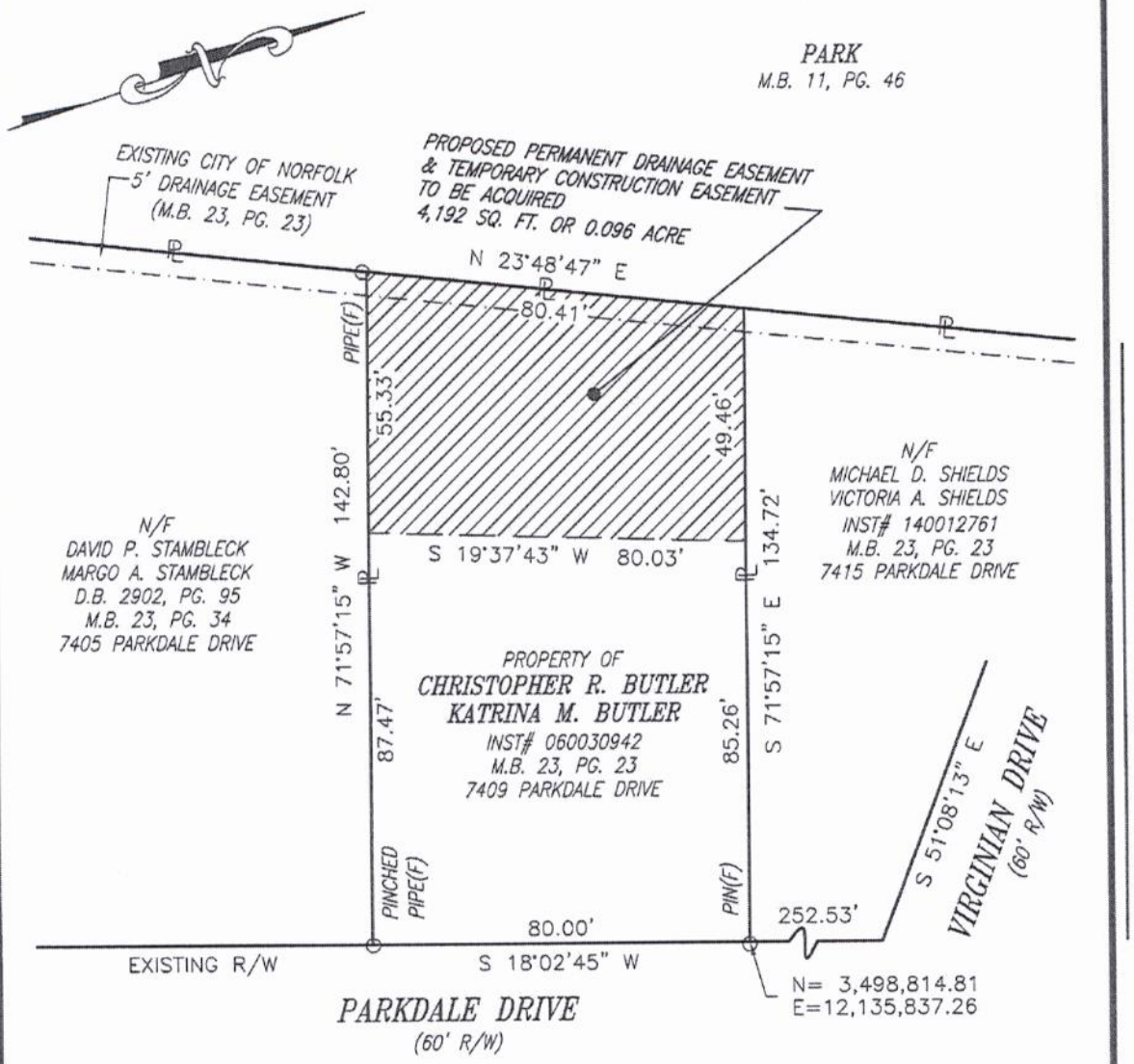
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of a temporary construction easement and a permanent drainage easement shown on Exhibit A attached hereto, by Christopher R. Butler and Katrina M. Butler to the City of Norfolk, is hereby accepted and approved.

Section 2:- That the City Manager is authorized to accept a Deed of Easement, attached hereto as Exhibit B, in form approved by the City Attorney, and to do all things necessary and proper to effect the conveyance of the temporary construction easement and the permanent drainage easement to the City of Norfolk.

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

EXHIBIT A TO ORDINANCE



HATCH LEGEND

DENOTES PROPOSED PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED

0' 30' 60' 90'

GRAPHIC SCALE

NOTES:

1. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION SHOWN IS BASED ON PLATS, DEEDS OF RECORD, VDOT PLANS AND ACTUAL FIELD MEASUREMENTS. THIS PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT REFLECT ALL EASEMENTS OR RESTRICTIONS THAT AFFECT THE PROPERTY.

COMMONWEALTH OF VIRGINIA
IVAN R. LINEBERRY
Lic. No. 003230
7/17/15
LAND SURVEYOR

REFRENCES:

INST# 060030942
M.B. 23, PG. 23

MERIDIAN SOURCE IS BASED ON: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD1983

EXHIBIT
SHOWING
EASEMENT TO BE ACQUIRED BY
THE CITY OF NORFOLK
FROM
CHRISTOPHER R. BUTLER
& KATRINA M. BUTLER
FOR
PERMANENT DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT

DATE: 07/16/2015 SCALE: 1" = 30'

PRECISION MEASUREMENTS, INC.
SURVEYORS •GPS •3-D SCANNING• GIS• MAPPERS
VIRGINIA BEACH-RICHMOND-NEWPORT NEWS-CHANTILLY, VIRGINIA
851 SEAHAWK CIRCLE, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
TEL: (757) 368-0945

PROJECT #12-031-02-A

ACAD: 7409 PARKDALE DRIVE EXHIBIT.DWG

EXHIBIT B TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference No.: 3191-4350
Consideration: $0.00

This Deed is exempt from recordation taxes imposed by Section 58.1-801 of the Code of Virginia, 1950, as amended, pursuant to Section 58.1-811(A)(3).

THIS DEED OF EASEMENT, made this ____ day of _____, 2016, by and between **CHRISTOPHER R. BUTLER AND KATRINA M. BUTLER**, (the "Butlers"), **Grantors**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, ("City"), **Grantee**, whose address is City Hall Building, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, the Butlers are the owners of certain property located in the City of Norfolk, Virginia, known as 7409 Parkdale Drive, ("Property") as shown on that certain exhibit plat attached hereto as Exhibit A; and

WHEREAS, the City has undertaken a project known as the Parkdale Drive Channel Improvement Project ("Project") for the improvement of storm water drainage in the area on and around the Property; and

WHEREAS, in order to proceed with the Project, the City needs a permanent easement and a temporary construction easement over a certain portion of the property owned by the Butlers as shown on Exhibit A; and

WHEREAS, the Butlers are agreeable to granting the said easements to the City;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Butlers do hereby grant and convey to the City, its successors and assigns, a permanent easement and a temporary construction easement as shown on Exhibit A.

The permanent easement shall be for the purpose of constructing, maintaining, adding to, replacing or installing storm drainage improvements. The permanent easement is subject to the following conditions:

1. All structures and appurtenant facilities which are installed or placed in the easement shall be and remain the property of the City, its successors and assigns.

2. The City, its officers, agents, and employees shall have full and free use of the said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easement.

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction and maintenance of the storm drainage in the said easement.

4. The Butlers reserve the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the City for the purposes named; provided, however, that the Butlers shall not erect any roadway, building, or structure of any kind on the easement without obtaining prior written approval of the City.

The temporary construction easement shall be for the purpose of providing a staging area, temporary work spaces, and construction site access for the City during the entire period of the installation of storm drainage improvements. The temporary construction easement is subject to the following conditions:

1. The term of the temporary construction easement shall be for such period of time as is necessary for the City to complete the Project and the City agrees that the work shall be pursued as diligently and expeditiously as reasonably possible.

2. The City agrees to repair or to pay for any actual damage caused by the City in the exercise of any of the rights granted in this deed, to the extent required by law; provided, however, that the City shall not be liable for any damages caused in the said temporary construction easement by the clearing of any obstacles or obstructions that interfere with the City's use of the easement as set forth herein.

3. At the conclusion of all construction work, the City shall, to the extent reasonably possible, restore the area of the temporary construction easement to its state and condition immediately prior to the commencement of the Project.

The terms, covenants, and provisions set forth herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

The Butlers covenant that they have the right to convey the easements herein granted.

WITNESS the following signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

_____

CHRISTOPHER R. BUTLER

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of _____, 20____, do hereby certify that Christopher R. Butler, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

_____

KATRINA M. BUTLER

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of -_____, 20____, do hereby certify that Katrina M. Butler, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

The signature of Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, is affixed hereto on behalf of the Council of the City of Norfolk, Virginia, pursuant to an ordinance duly adopted by the City Council, to evidence the acceptance of this Deed of Easement by the City, in accordance with Section 15.2-1803, Code of Virginia, 1950, as amended.

CITY OF NORFOLK

By:_____ (SEAL)
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing 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 No._____

Contents Approved:

_____
Director of Public Works

Approved as to Form and Correctness:

_____
Deputy City Attorney

C: Director, Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: David Ricks, Director of Public Works

Subject: Acceptance of temporary construction easement and permanent drainage easement at 7415 Parkdale Drive

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-3**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a temporary construction easement and a permanent drainage easement at 7415 Parkdale Drive.

IV. **Analysis**
- Acceptance of the easements is necessary to perform proposed storm water conveyance channel improvements to an existing conveyance system that is located in the rear of the subject property. The project will resolve a long standing maintenance challenge. Further, the project will provide credits to meet the City of Norfolk's (the "City's") requirements for load reduction under the Chesapeake Bay TMDL.

V. **Financial Impact**
The ordinance will have no financial impact as the easements are being acquired at no cost. The construction project has been budgeted with Public Works and will also use grant funding awarded to the project under the Stormwater Local Assistance Fund Grant.

VI. **Environmental**
Acceptance of the ordinance will result in environmental benefits as the channel improvements will reduce erosion and provide planting buffers to help filter pollutants from entering the Lafayette River.

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

VII. Community Outreach/Notification

Property owner has been coordinated with and agreeable to granting easements. Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A to Ordinance – Exhibit Showing Easement to be Acquired
- Exhibit B to Ordinance – Deed of Easement

5/2/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT DRAINAGE EASEMENT BY MICHAEL D. SHIELDS AND VICTORIA A. SHIELDS TO THE CITY OF NORFOLK AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE EASEMENT ON BEHALF OF THE CITY.

- - -

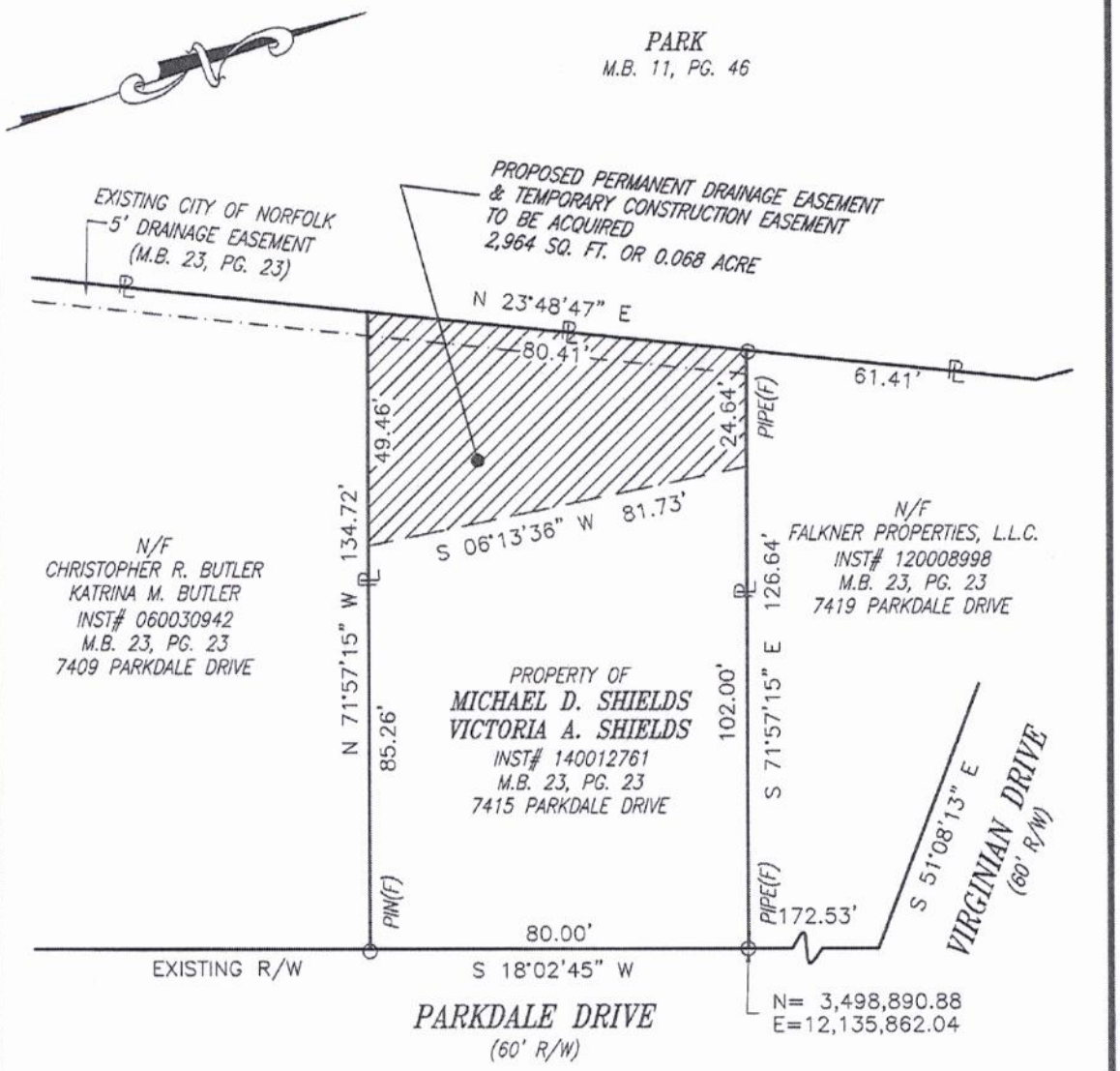
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of a temporary construction easement and a permanent drainage easement shown on Exhibit A attached hereto, by Michael D. Shields and Victoria A. Shields to the City of Norfolk, is hereby accepted and approved.

Section 2:- That the City Manager is authorized to accept a Deed of Easement, attached hereto as Exhibit B, in form approved by the City Attorney, and to do all things necessary and proper to effect the conveyance of the temporary construction easement and the permanent drainage easement to the City of Norfolk.

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

EXHIBIT A TO ORDINANCE



HATCH LEGEND

DENOTES PROPOSED PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED

0' 30' 60' 90'

GRAPHIC SCALE

NOTES:

1. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION SHOWN IS BASED ON PLATS, DEEDS OF RECORD, VDOT PLANS AND ACTUAL FIELD MEASUREMENTS. THIS PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT REFLECT ALL EASEMENTS OR RESTRICTIONS THAT AFFECT THE PROPERTY.

COMMONWEALTH OF VIRGINIA
IVAN R. LINEBERRY
Lic. No. 003230
7/17/15
LAND SURVEYOR

REFRENCES:

INST# 140012761
M.B. 23, PG. 23

MERIDIAN SOURCE IS BASED ON: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD1983

EXHIBIT
SHOWING
EASEMENT TO BE ACQUIRED BY
THE CITY OF NORFOLK
FROM
MICHAEL D. SHIELDS & VICTORIA A. SHIELDS
FOR
PERMANENT DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT

DATE: 07/16/2015 SCALE: 1" = 30'

PRECISION MEASUREMENTS, INC.
SURVEYORS •GPS •3-D SCANNING• GIS• MAPPERS
VIRGINIA BEACH-RICHMOND-NEWPORT NEWS-CHANTILLY, VIRGINIA
851 SEAHAWK CIRCLE, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
TEL: (757) 368-0945

PROJECT #12-031-02-A

ACAD: 7415 PARKDALE DRIVE EXHIBIT.DWG

EXHIBIT B TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference No.: 4728-1500
Consideration: $0.00

This Deed is exempt from recordation taxes imposed
by Section 58.1-801 of the Code of Virginia, 1950,
as amended, pursuant to Section 58.1-811(A)(3).

THIS DEED OF EASEMENT, made this ____ day of _____, 2016, by and between **MICHAEL D. SHIELDS AND VICTORIA A. SHIELDS**, (the "Shields"), **Grantors**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, ("City"), **Grantee**, whose address is City Hall Building, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, the Shields are the owners of certain property located in the City of Norfolk, Virginia, known as 7415 Parkdale Drive, ("Property") as shown on that certain exhibit plat attached hereto as Exhibit A; and

WHEREAS, the City has undertaken a project known as the Parkdale Drive Channel Improvement Project ("Project") for the improvement of storm water drainage in the area on and around the Property; and

WHEREAS, in order to proceed with the Project, the City needs a permanent easement and a temporary construction easement over a certain portion of the property owned by the Shields as shown on Exhibit A; and

WHEREAS, the Shields are agreeable to granting the said easements to the City;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Shields do hereby grant and convey to the City, its successors and assigns, a permanent easement and a temporary construction easement as shown on Exhibit A.

The permanent easement shall be for the purpose of constructing, maintaining, adding to, replacing or installing storm drainage improvements. The permanent easement is subject to the following conditions:

1. All structures and appurtenant facilities which are installed or placed in the easement shall be and remain the property of the City, its successors and assigns.

2. The City, its officers, agents, and employees shall have full and free use of the said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easement.

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction and maintenance of the storm drainage in the said easement.

4. The Shields reserve the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the City for the purposes named; provided, however, that the Shields shall not erect any roadway, building, or structure of any kind on the easement without obtaining prior written approval of the City.

The temporary construction easement shall be for the purpose of providing a staging area, temporary work spaces, and construction site access for the City during the entire period of the installation of storm drainage improvements. The temporary construction easement is subject to the following conditions:

1. The term of the temporary construction easement shall be for such period of time as is necessary for the City to complete the Project and the City agrees that the work shall be pursued as diligently and expeditiously as reasonably possible.

2. The City agrees to repair or to pay for any actual damage caused by the City in the exercise of any of the rights granted in this deed, to the extent required by law; provided, however, that the City shall not be liable for any damages caused in the said temporary construction easement by the clearing of any obstacles or obstructions that interfere with the City's use of the easement as set forth herein.

3. At the conclusion of all construction work, the City shall, to the extent reasonably possible, restore the area of the temporary construction easement to its state and condition immediately prior to the commencement of the Project.

The terms, covenants, and provisions set forth herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

The Shields covenant that they have the right to convey the easements herein granted.

WITNESS the following signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

_____

MICHAEL D. SHIELDS

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of -_____, 20____, do hereby certify that Michael D. Shields, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

_____

VICTORIA A. SHIELDS

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of -_____, 20____, do hereby certify that Victoria A. Shields, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

The signature of Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, is affixed hereto on behalf of the Council of the City of Norfolk, Virginia, pursuant to an ordinance duly adopted by the City Council, to evidence the acceptance of this Deed of Easement by the City, in accordance with Section 15.2-1803, Code of Virginia, 1950, as amended.

CITY OF NORFOLK

By:_____(SEAL)
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing 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 No._____

Contents Approved:

_____
Director of Public Works

Approved as to Form and Correctness:

_____
Deputy City Attorney

C: Director, Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: David Ricks, Director of Public Works

Subject: Acceptance of temporary construction easement and permanent drainage easement at 7419 Parkdale Drive

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

Ward/Superward: 2/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept a temporary construction easement and a permanent drainage easement at 7419 Parkdale Drive.

IV. **Analysis**
- Acceptance of the easements is necessary to perform proposed storm water conveyance channel improvements to an existing conveyance system that is located in the rear of the subject property. The project will resolve a long standing maintenance challenge. Further, the project will provide credits to meet the City of Norfolk's (the "City's") requirements for load reduction under the Chesapeake Bay TMDL.

V. **Financial Impact**
The ordinance will have no financial impact as the easements are being acquired at no cost. The construction project has been budgeted with Public Works and will also use grant funding awarded to the project under the Stormwater Local Assistance Fund Grant.

VI. **Environmental**
Acceptance of the ordinance will result in environmental benefits as the channel improvements will reduce erosion and provide planting buffers to help filter pollutants from entering the Lafayette River.

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

VII. Community Outreach/Notification

Property owner has been coordinated with and agreeable to granting easements. Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

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

Supporting Material from the Department of Public Works:

- Ordinance
- Exhibit A to Ordinance – Exhibit Showing Easement to be Acquired
- Exhibit B to Ordinance – Deed of Easement

5/2/2016-wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT DRAINAGE EASEMENT BY FALKNER PROPERTIES, LLC TO THE CITY OF NORFOLK AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE EASEMENT ON BEHALF OF THE CITY.

- - -

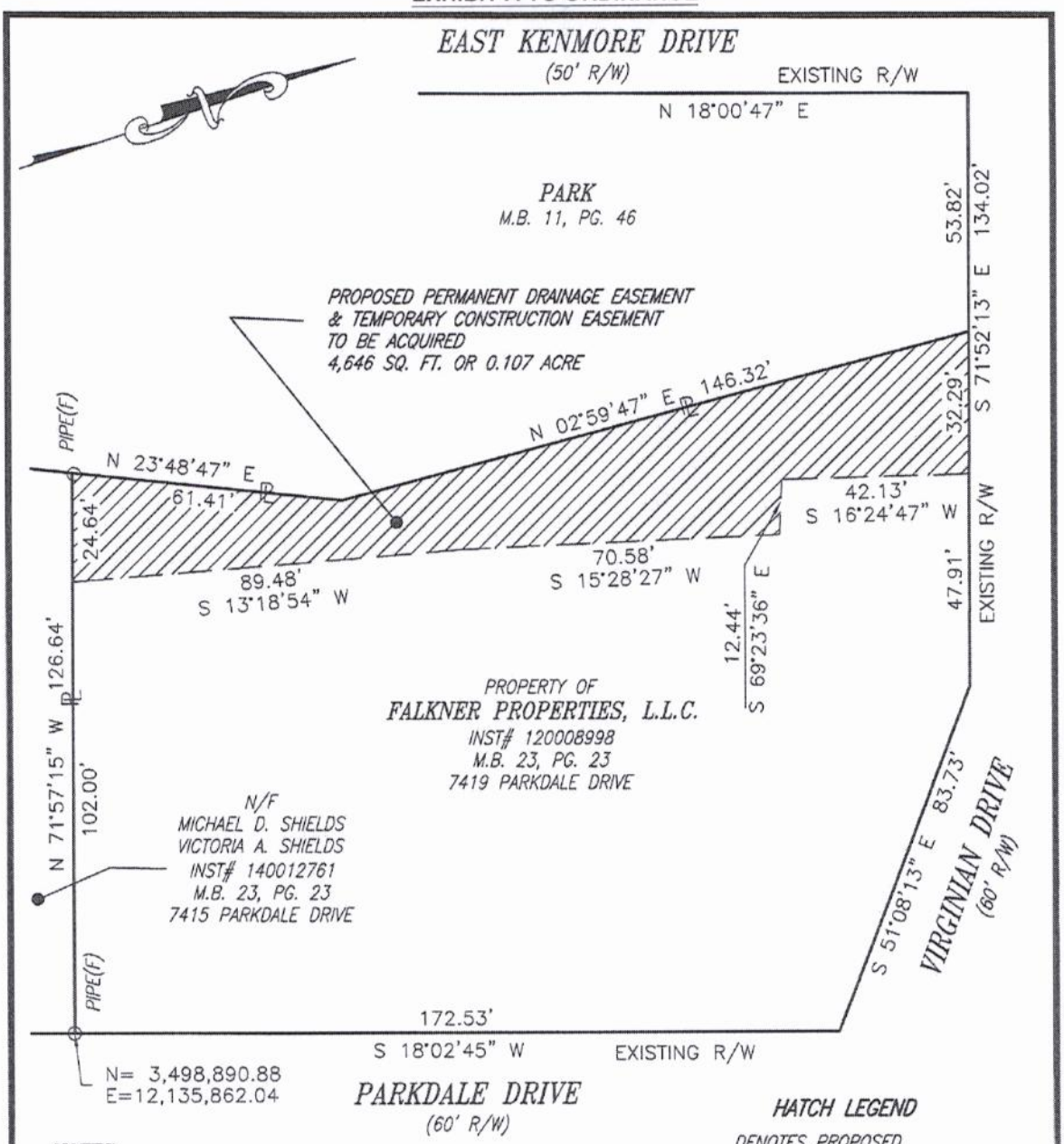
BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of a temporary construction easement and a permanent drainage easement shown on Exhibit A attached hereto, by Falkner Properties, LLC to the City of Norfolk, is hereby accepted and approved.

Section 2:- That the City Manager is authorized to accept a Deed of Easement, attached hereto as Exhibit B, in form approved by the City Attorney, and to do all things necessary and proper to effect the conveyance of the temporary construction easement and the permanent drainage easement to the City of Norfolk.

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

EXHIBIT A TO ORDINANCE



HATCH LEGEND

DENOTES PROPOSED PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED

0' 30' 60' 90'

GRAPHIC SCALE

NOTES:

1. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION SHOWN IS BASED ON PLATS, DEEDS OF RECORD, VDOT PLANS AND ACTUAL FIELD MEASUREMENTS. THIS PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT REFLECT ALL EASEMENTS OR RESTRICTIONS THAT AFFECT THE PROPERTY.

COMMONWEALTH OF VIRGINIA
IVAN R. LINEBERRY
Lic. No. 003230
7/17/15
LAND SURVEYOR

REFRENCES:

INST# 120008998
M.B. 23, PG. 23

MERIDIAN SOURCE IS BASED ON: VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD1983

EXHIBIT
SHOWING
EASEMENT TO BE ACQUIRED BY
THE CITY OF NORFOLK
FROM
FALKNER PROPERTIES, L.L.C.
FOR
PERMANENT DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT

DATE: 07/16/2015 SCALE: 1" = 30'

PRECISION MEASUREMENTS, INC.
SURVEYORS • GPS • 3-D SCANNING • GIS • MAPPERS
VIRGINIA BEACH-RICHMOND-NEWPORT NEWS-CHANTILLY, VIRGINIA
851 SEAHAWK CIRCLE, SUITE 103
VIRGINIA BEACH, VIRGINIA 23452
TEL: (757) 368-0945

PROJECT #12-031-02-A

ACAD: 7419 PARKDALE DRIVE EXHIBIT.DWG

EXHIBIT B TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference No.: 4469-0300
Consideration: $0.00

This Deed is exempt from recordation taxes imposed by Section 58.1-801 of the Code of Virginia, 1950, as amended, pursuant to Section 58.1-811(A)(3).

THIS DEED OF EASEMENT, made this ____ day of _____, 2016, by and between **FALKNER PROPERTIES, LLC**, a Virginia limited liability company, ("Falkner"), **Grantor**, and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, ("City"), **Grantee**, whose address is City Hall Building, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Falkner is the owner of certain property located in the City of Norfolk, Virginia, known as 7419 Parkdale Drive, ("Property") as shown on that certain exhibit plat attached hereto as Exhibit A; and

WHEREAS, the City has undertaken a project known as the Parkdale Drive Channel Improvement Project ("Project") for the improvement of storm water drainage in the area on and around the Property; and

WHEREAS, in order to proceed with the Project, the City needs a permanent easement and a temporary construction easement over a certain portion of the property owned by the Butlers as shown on Exhibit A; and

WHEREAS, Falkner is agreeable to granting the said easements to the City;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Falkner does hereby grant and convey to the City, its successors and assigns, a permanent easement and a temporary construction easement as shown on Exhibit A.

The permanent easement shall be for the purpose of constructing, maintaining, adding to, replacing or installing storm drainage improvements. The permanent easement is subject to the following conditions:

1. All structures and appurtenant facilities which are installed or placed in the easement shall be and remain the property of the City, its successors and assigns.

2. The City, its officers, agents, and employees shall have full and free use of the said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easement.

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction and maintenance of the storm drainage in the said easement.

4. Falkner reserves the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the City for the purposes named; provided, however, that Falkner shall not erect any roadway, building, or structure of any kind on the easement without obtaining prior written approval of the City.

The temporary construction easement shall be for the purpose of providing a staging area, temporary work spaces, and construction site access for the City during the entire period of the installation of storm drainage improvements. The temporary construction easement is subject to the following conditions:

1. The term of the temporary construction easement shall be for such period of time as is necessary for the City to complete the Project and the City agrees that the work shall be pursued as diligently and expeditiously as reasonably possible.

2. The City agrees to repair or to pay for any actual damage caused by the City in the exercise of any of the rights granted in this deed, to the extent required by law; provided, however, that the City shall not be liable for any damages caused in the said temporary construction easement by the clearing of any obstacles or obstructions that interfere with the City's use of the easement as set forth herein.

3. At the conclusion of all construction work, the City shall, to the extent reasonably possible, restore the area of the temporary construction easement to its state and condition immediately prior to the commencement of the Project.

The terms, covenants, and provisions set forth herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Falkner covenants that it has the right to convey the easements herein granted.

WITNESS the following signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

FALKNER PROPERTIES, LLC

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of_____ in the Commonwealth of Virginia, whose term of office expires on the ___ day of _____, 20____, do hereby certify that _____, _____ (Title) of Falkner Properties, LLC, whose name is signed in the foregoing Deed of Easement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this___ day of_____, 2016.

_____
Notary Public
Registration No.: _____

The signature of Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, is affixed hereto on behalf of the Council of the City of Norfolk, Virginia, pursuant to an ordinance duly adopted by the City Council, to evidence the acceptance of this Deed of Easement by the City, in accordance with Section 15.2-1803, Code of Virginia, 1950, as amended.

CITY OF NORFOLK

By:_____(SEAL)
City Manager

Attest:

_____
City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the _____ day of _____, 20___, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing 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 No._____

Contents Approved:

_____
Director of Public Works

Approved as to Form and Correctness:

_____
Deputy City Attorney

City of NORFOLK

C: Dir., Department of Public Works

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: David L. Ricks, Director of Public Works

Subject: Encroach into the right-of-way of W. 21st Street with a reverse swing door and into Llewellyn Avenue with a reverse swing door for emergency use

Ward/Superward: 2/6

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

Approved: Marcus D. Jones, City Manager

Item Number: **R-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Richard and Judy Levin
240 W. 21st Street
Norfolk, Virginia 23517

III. **Description:**
This agenda item is an ordinance permitting Richard and Judy Levin to encroach into the right-of-way at 240 W. 21st Street with a reverse swing door and into Llewellyn Avenue with a reverse swing door for emergency use.

IV. **Analysis:**
The encroachment in this location will allow Richard and Judy Levin better access to their business, Pinot's Palette Norfolk.

V. **Financial Impact:**
Liability insurance has been provided naming the City of Norfolk (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

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 Department of Public Works, the Department of Planning & Community Development, and the City Attorney's Office have reviewed this request for encroachment and offer no objections. Review and approval by the Architectural Review Board and the City Planning Commission is not required.

IX. Coordination/Outreach:

This letter has 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 Sheets)

4/27/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE PERMITTING RICHARD AND JUDY LEVIN TO ENCROACH INTO THE RIGHT-OF-WAY OF W. 21ST STREET WITH A REVERSE SWING ENTRANCE DOOR AND INTO LLEWELLYN AVENUE WITH A REVERSE SWING DOOR FOR EMERGENCY USE.

- - -

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

Section 1:- That permission is hereby granted to Richard and Judy Levin (the "Levins") to encroach into the right-of-way at 240 W. 21st Street with a reverse swing entrance door, and into Llewellyn Avenue with a reverse swing door for emergency use, 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, the Levins, 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 the Levins, 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 the Levins, 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.

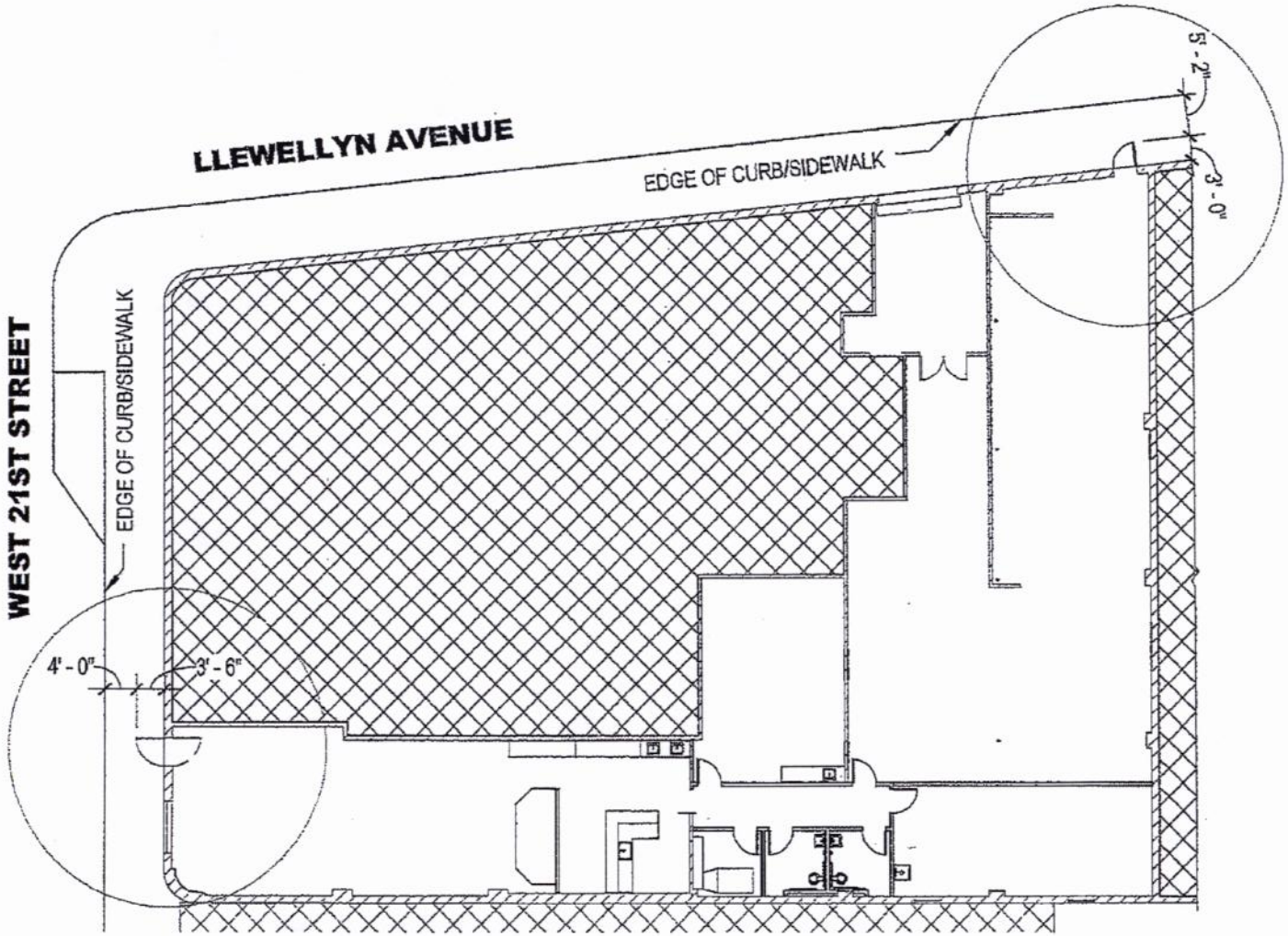
(4) That the City shall not be responsible for any damage to the encroaching structures, including replacement and reinstallation costs, resulting from the City's operation, maintenance, repair, or replacement of any utilities located in the right-of-way at the property address of 240 W. 21st Street.

Section 2:- That the failure of the Levins, 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 the Levins, 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



1 SIDEWALK ENCROACHMENT PLAN
1" = 20'-0"

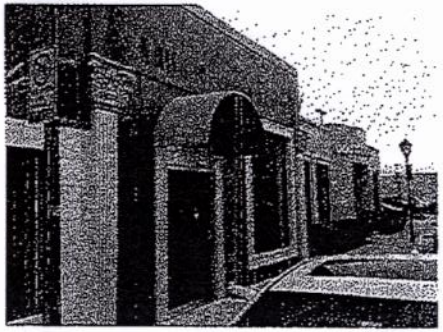
WPA
WORK PROGRAM ARCHITECTS
757.227.5310

PINOT'S PALETTE NORFOLK
240 WEST 21ST STREET

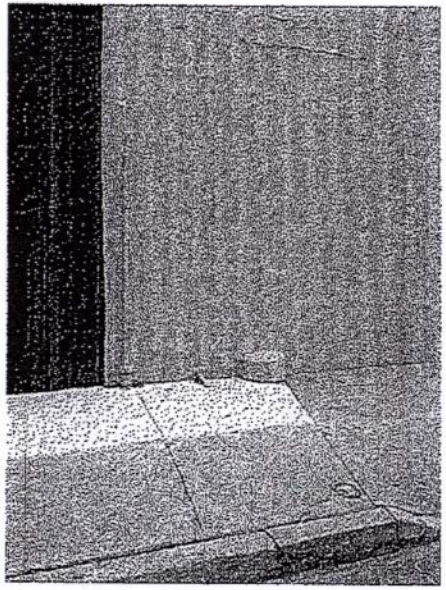
Project #
1536
Date
22 FEB 2016

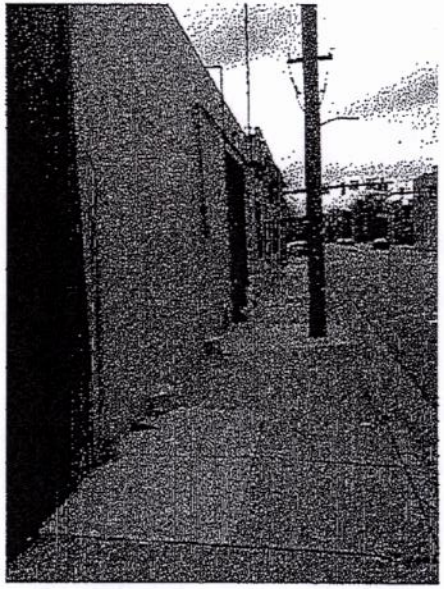
SIDEWALK ENCROACHMENT

G100



SIDEWALK ENCROACHMENT AT WEST 21ST STREET





SIDEWALK ENCROACHMENT AT LLEWELLYN AVENUE

WPA
WORK PROGRAM ARCHITECTS
757.227.5310

PINOT'S PALETTE NORFOLK
240 WEST 21ST STREET

Project #
1536
Date
22 FEB 2016

SIDEWALK ENCROACHMENT IMAGES

G200

PARKING LOT
&
WEST 21ST STREET
SOUSA BUILDERS
MICHAEL MILLARD-LOWE & CO
REALTOR TED (ABOVE)
DOG AND CAT HOSPITAL
LLEWELLYN AVENUE
WEST 21ST STREET
NORTH
TRACIE AND SEAN WILLIAMS
PINOT'S PALETTE NORFOLK
CONSTRUCTION DOCUMENTS PROGRESS SET
D100
EXISTING FLOOR PLAN AND PHOTOGRAPHS

City of NORFOLK

C: Dir., Department of City Planning

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

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

Subject: **Granby Development Certificate with waivers at 200 E. 22nd Street – The Monument Companies**

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

Ward/Superward: 4/7

Approved: _____
Marcus D. Jones, City Manager

Item Number: R-6

I. **Staff Recommendation: Approval.**

II. **Commission Action:** By a vote of **6 to 1**, the Planning Commission recommends **Approval.**
- The dissenting vote was due to the Commissioner stating that it appeared that several issues with adjacent properties remained unresolved and a continuance would be more appropriate.

III. **Request:** Granby Development Certificate with waivers to convert the existing 3-story historic warehouse to multi-family residential with 51 dwelling units.

IV. **Applicant: The Monument Companies**

V. **Description:**
- This application is for a Granby Development Certificate to permit the substantial renovation of a three-story, historic warehouse into a 51-unit multi-family building in the G-1 zoning district with three development waivers.

VI. **Historic Resources Impacts**
- The building, historically known as the *Bell's Storage Warehouse Co./New-Bell Storage Corp.* building, was constructed in 1920, and is listed as a contributing resource within both the Williamston-Woodland Historic District and the Norfolk & Western Railroad Historic District.
- Both historic districts are listed on the Virginia Landmarks Register and the National Register of Historic Places.

- The building was approved as a historic resource by the National Park Service (NPS) and the Virginia Department of Historic Resources (VDHR) in 2014 and 2015.
  - The applicant proposes to utilize State/Federal historic tax credits to rehabilitate the structure, converting the building into multi-family residential, which would require all improvements, modifications and alterations to be rigorously reviewed in order to be approved by the NPS and VDHR.
  - Granting the proposed waivers will permit the project to move forward without requiring alterations to the exterior of the building.
  - Approval of the waivers should allow the project to remain eligible for historic tax credits under the NPS/VDHR guidelines.

VII. Public Schools Impacts

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

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

Attachments:

- Staff Report to CPC dated April 28, 2016 with attachments
- Letter of support – Ghent Business Association
- Proponents and Opponents
- Ordinance

THE CITY OF NORFOLK

MEMORANDUM

TO: The Honorable City Council

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

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

FROM: George M. Homewood, FAICP, CFM, Director, City Planning
Charles Rigney, Director, Economic Development

SUBJECT: Granby Development Certificate with waivers to convert the existing 3-story historic warehouse to multi-family residential with 51 dwelling units at 200 E. 22nd Street – The Monument Companies

DATE: May 20, 2016

On the May 24, 2016 Regular Agenda, City Council will be reviewing an application for a Granby Development Certificate to permit the substantial renovation of a three-story, historic warehouse into a 51-unit multi-family building in the G-1 zoning district with three development waivers at 200 E. 22nd Street. The site consists of a vacant warehouse building and is located on the northeast corner of East 22nd Street and the Monticello Avenue service lane directly south of the Norfolk Southern railroad tracks.

A Development Certificate is required for any development or substantial renovation requiring waivers; this application requests the following development waivers: (1) active uses (65% minimum required use of ground floor areas; this block of Monticello Avenue turns into a rarely traveled service lane), (2) transparency (50% minimum requirement along Monticello Avenue; 42.5% transparency is proposed), and (3) lot coverage (80% maximum requirement; building currently covers 100% of the lot).

The proposed reuse of the structure is consistent with *plaNorfolk2030*, which designates this site as Multi-Family Residential. The Healthy and Vibrant Neighborhoods chapter of *plaNorfolk2030* calls for the city to promote the transition of the Monticello-Granby Corridor to a higher intensity mix of development types. It further calls for the city to ensure that new development projects provide an active streetscape by providing first floor active uses, façades built to the right-of-way

line, and at least 50% first floor transparency. However, no new buildings are proposed for the site, and the proposed adaptive reuse and rehabilitation of the existing building is not considered new development.

Since granting the proposed waivers will permit the project to move forward without requiring alterations to the exterior of the building, approval of the waivers should allow the project to remain eligible for historic tax credits under the National Park Service (NPS)/Virginia Department of Historic Resources (VDHR) guidelines. Granting the waivers could also save the 96-year-old structure from eventual demolition. Given that the proposal would substantially improve a currently vacant historic structure, staff recommends **approval** of all three waivers.

The Planning Department received a letter of support from the Ghent Business Association. The Planning Department also received a letter of concern from a representative of Coca-Cola Bottling Company Consolidated ("Coke") in March. Coke raised several concerns with how the proposed residential community would have difficulty safely integrating within an active industrial complex without affecting Coke's business operations and general liability. Several meetings between City staff, Coke, and the Monument Companies subsequently took place following the March letter and prior to the April 28th Planning Commission public hearing.

On April 28, 2016, a duly advertised public hearing was held, at which the applicant and the representative for Coke provided comments. The Monument and Coke representatives stated that the parties have made tremendous progress in working towards solutions for the co-location of these uses. The Coke representative stated that Coke was assuming a stance of neutrality at that point, pending the finalization of a business transaction amongst several parties that appeared to be forthcoming and possibly able to satisfy all parties, however reserved the right to object should the business transactions with unnamed third parties not be concluded satisfactorily. The representative for the Monument Companies concurred with these remarks and requested action be taken by the Planning Commission at that meeting. The City Planning Commission voted **6 to 1** to recommend **approval** of the application. The dissenting vote was based on concerns raised by the Planning Commission Chair, Mr. Fraley, who felt that even with both parties agreeing that a solution is seemingly forthcoming, there were still unresolved issues between the parties, and absent a formal agreement the potential for conflicts was still an unresolved issue.

Coke is an important business partner of the City, one that the City wants to retain. Staff from both Economic Development and City Planning have endeavored to ensure that Coke and the proposed residential development can coexist compatibly in this location.

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

THE CITY OF NORFOLK
CITY PLANNING

City Planning Commission: April 28, 2016

for Executive Secretary: George M. Homewood, FAICP, CFM GMW

Staff: Matthew Simons, AICP, CZA, CFM MS

Staff Report	Continued Item No. 2	
Address	**200 East 22nd Street**	
Applicant	**The Monument Companies**	
Request	**Granby Development Certificate**	Convert existing 3-story historic warehouse to multi-family residential with 51 dwelling units
Property Owner	William T. & Charlene G. Reynolds	
Site Characteristics	Site/Building Area	14,448/48,084 sq. ft.
	Future Land Use Map	Multi-Family
	Zoning	G-1 (Granby/Monticello Corridor Mixed-Use) district
	Neighborhood	N/A
	Character District	Traditional
Surrounding Area	North	I-2 (Light Industrial): NS Railway, pump station, vacant land
	East	G-1: vacant industrial warehouse
	South	G-1: parking lot for the proposed apartments
	West	I-1 (Limited Industrial): AAAA Self-Storage

A. Summary of Request

- The site consists of a vacant warehouse building and is located on the northeast corner of East 22nd Street and the Monticello Avenue service lane directly south of the Norfolk Southern railroad tracks.
- This application is for a Granby Development Certificate to permit the substantial renovation of a three-story, historic warehouse into a 51-unit multi-family building in the G-1 zoning district with three development waivers.

B. Historic Context and Impacts

- The building, historically known as the *Bell's Storage Warehouse Co./New-Bell Storage Corp.* building, was constructed in 1920, and is listed as a contributing resource within both the Williamston-Woodland Historic District and the Norfolk & Western Railroad Historic District.
- Both historic districts are listed on the Virginia Landmarks Register and the National Register of Historic Places.
- The building was approved as a historic resource by the National Park Service (NPS) and the Virginia Department of Historic Resources (VDHR) in 2014 and 2015; meeting the following applicable National Register criteria.
    - 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 property is associated with events that have made a significant contribution to the broad patterns of our history:
        - Significant to the history of Architecture: significant given it's "Architecture as a densely built and intact railroad corridor industrial area..."
        - Significant to the history of Commerce and Industry: "related to the large number of light industrial and production facilities within the district and the story they tell of the movement of this type of business out of the historic downtown."
        - Significant to the Ethnic History (European): significant given the contexts of this building being associated with a "large number of intact buildings developed by the Margolius family, which was a leading Jewish family and leading business family in Norfolk and pioneered new methods of real estate development in the city"
        - Significant to the history of Transportation: significant given its "direct connection to the Norfolk & Western Railroad line and the story of the development of Lamberts Point and the Pocahontas coal fields"
- 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, converting the building into multi-family residential, which would require all improvements, modifications and alterations to be rigorously reviewed in order to be approved by the NPS and VDHR.

C. Plan Consistency

- The proposed reuse of the structure is consistent with *plaNorfolk2030*, which designates this site as Multi-Family Residential, which permits multi-family.
- The Healthy and Vibrant Neighborhoods chapter of *plaNorfolk2030* calls for the city to promote the transition of the Monticello-Granby Corridor to a higher intensity mix of development types.
  - It further calls for the city to ensure that new development projects provide an active streetscape by providing first floor active uses, façades built to the right-of-way line, and at least 50% first floor transparency.
    - However, no new buildings are proposed for the site, and the proposed adaptive reuse and rehabilitation of the existing building is not considered new development.
- The Preserving Our Heritage chapter of *plaNorfolk2030* calls for protecting Norfolk's historic resources, in part by encouraging the reuse of nonconforming historic structures.
  - Since granting the proposed waivers will permit the project to move forward without requiring alterations to the exterior of the building, approval of the waivers should allow the project to remain eligible for historic tax credits under the NPS/VDHR guidelines.
  - Granting the waivers could save the 96-year-old structure from eventual demolition, which would be supported by the Preserving Our Heritage chapter of *plaNorfolk2030*.

D. Zoning Analysis – Granby Development Certificate

i. <u>General</u>

- The site is zoned G-1; 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 65% required use of ground floor areas (active uses).
  - The 50% fenestration requirement (transparency).
  - The 80% maximum lot coverage requirement.

ii. <u>Flood Zone</u>

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

iii. Development Standards

- **Maximum height**:
  - Maximum of 65 feet permitted.
    - Proposal conforms with the existing building height at 47 feet.

- **Building Placement – build-to lines**:
  - Along Monticello Avenue, building must be located within ten feet of the property line, and shall conform to this requirement along a minimum of 90% of the entire length of the property line.
  - Along East 22nd Street, building must be located within ten feet of the property line, and shall conform to this requirement along a minimum of 65% of the entire length of the property line.
    - Proposal conforms with the existing building located within ten feet of the property line along 100% of all right-of-way property lines.

- **Open space requirement**:
  - Minimum of 15% required.
    - Proposal conforms at 19% with a 2,693 square foot rooftop open space deck.

- **Off-street parking and loading requirements**:
  - The proposal will conform to the bicycle parking requirement of one space per four dwelling units, with at least 13 bike spaces proposed within the building.
  - The development is required to provide at least one off-street parking space for each dwelling unit.
    - Proposal conforms with 51 off-street parking spaces provided.

- **Required use of ground floor – active uses** (waiver requested):
  - Along Monticello Avenue, 65% of the building's ground floor area found to be fronting along a principal street is required to be allocated to active uses (commercial uses or residential uses with exterior patios, stoops, etc.).
    - Waiver requested given that this block of Monticello Avenue turns into a rarely traveled service lane, as well as to preserve the historic integrity of the building.

- **Fenestration – transparency requirement** (waiver requested):
  - Along Monticello Avenue, 50% of the building's ground floor along a principal street is required to be transparent.
    - Waiver requested in order to preserve the historic integrity of the building and given that the existing window openings, which will be restored, provide a transparent façade for 42.5% of the building façade length.

- **Lot coverage** (waiver requested):
  - Maximum of 80% lot coverage permitted.
    - 100% of the lot is currently covered with the existing building.
    - Waiver requested in order to preserve the historic integrity of the building.

iv. 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 general plan of Norfolk, 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 all necessary for the structure's restoration.

E. Public Schools Impacts

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

F. Environmental Impacts

- The proposed multi-family conversion will undergo the Site Plan Review process for the new parking lot, which will require all site development to adhere to the regulations of the *Zoning Ordinance*, including landscaping and buffering, vehicular circulation, and stormwater improvements.
- As part of the site plan review process, a landscape verge with street trees will be installed in the right-of-way directly in front of the building façade along East 22nd Street.

G. AICUZ Impacts

None

H. Surrounding Area/Site Impacts

By requiring this use to conform to the condition listed below, granting the development certificate waivers should not have a negative effect on the surrounding area.

I. Payment of Taxes

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

J. Civic League

- The site is not located within any civic league area.
- Notice was sent to the Ghent Business Association on February 10.
- A letter of support was received from the Ghent Business Association.

K. Recommendation

Active Uses Waiver:
Staff recommends **approval** of the waiver, since this portion of Monticello Avenue operates as a rarely utilized service lane as opposed to the portions of Monticello Avenue to the south.

Fenestration Waiver:
Staff recommends **approval** of the waiver, since meeting the 50% fenestration requirement is not feasible for the existing building without jeopardizing the historic integrity and the building is already transparent for 42.5% of the Monticello Avenue ground-floor building façade.

Lot Coverage Waiver:
Staff recommends **approval** of the waiver, since meeting the 80% maximum lot coverage requirement is not feasible for the existing building without jeopardizing the historic integrity since the building current covers 100% of the lot.

Staff recommends **approval** of the waivers, subject to the following condition:

(a) The site shall be designed generally in accordance with the layout as prepared by Silvercore Land Development Consultants, dated January 29, 2016, revised February 19, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City during the review by the City's site plan review process and building permit plan review process.

Attachments

Location Map
Zoning Map
plaNorfolk2030 Action N5.1.18 with Future Land Use Map of Monticello-Granby Corridor
Application
Physical Survey
Conceptual Site Plan
Proposed Elevations
Letter of support – Ghent Business Association

Proponents and Opponents

Proponents

Grady Palmer – Representative, legal counsel
999 Waterside Drive
Norfolk, VA 23510

Chris Johnson/Thomas Dickey – Applicants
1425 E. Cary Street
Richmond, VA 23219

Opponents

J. Bryan Plumlee – legal counsel for Coca-Cola Bottling Company Consolidated
4705 Columbus Street
Virginia Beach, VA 23462

Opponents

None

04/22/2016 lds

Form and Correctness Approved

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE GRANTING A GRANBY DEVELOPMENT CERTIFICATE TO PERMIT THE RENOVATION OF AN EXISTING WAREHOUSE TO PROVIDE RESIDENTIAL DWELLING UNITS ON PROPERTY LOCATED AT 200 EAST 22ND STREET.

- - -

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

Section 1:- That a Granby Development Certificate is hereby granted to permit the renovation of an existing warehouse to provide 52 new residential dwelling units on property located at 200 East 22nd Street. The property to which the Certificate applies is more fully described as follows:

> Property fronts 90 feet, more or less, along the northern line of East 22nd Street and 167 feet, more or less, along the eastern line of Monticello Avenue; premises numbered 200 East 22nd Street.

Section 2:- That the Council expressly finds that waivers from the requirements of §§ 10-16.(e) and 10-16.9(f) of the Zoning Ordinance of the City of Norfolk, 1992, (as amended) regarding fenestration and required use of ground floor areas 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 general plan of Norfolk, and provides public protection to an equivalent or greater degree and provides public protection to an equivalent or greater degree; and also 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 waiver is hereby granted.

Section 3:- That the Granby Development Certificate granted hereby shall be subject to the following condition:

(a) The site shall be designed generally in accordance with the layout as prepared by Silvercore Land

Development Consultants, dated January 29, 2016, revised February 19, 2016, attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City during the review by the City's site plan review process and building permit plan review process.

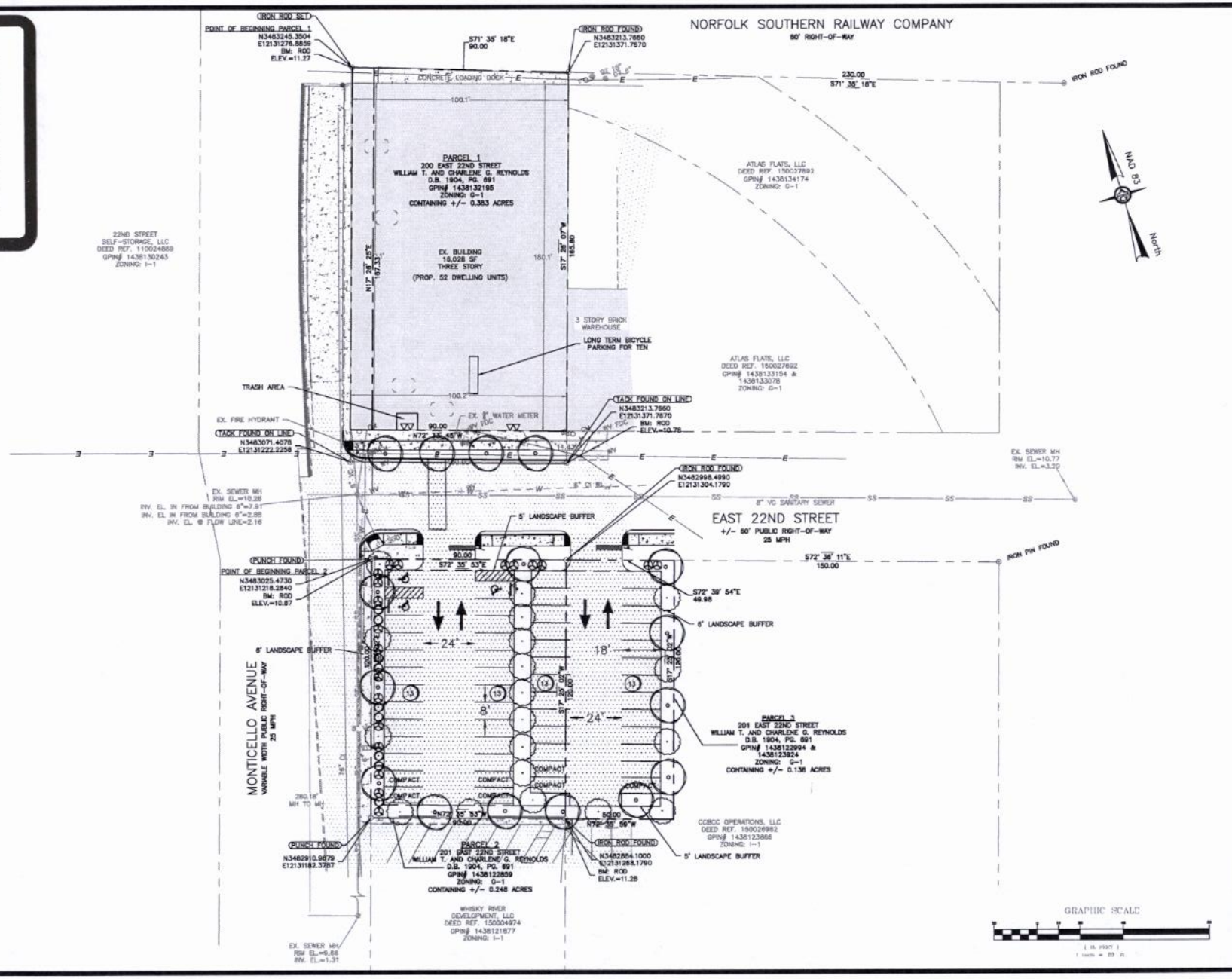
Section 4:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (1 page)

EXHIBIT

A

tabbies



SILVERCORE
LAND DEVELOPMENT CONSULTANTS
7110 FOREST AVENUE - SUITE 204 RICHMOND, VA 23226 (804) 282-6900

200 EAST 22ND STREET

SITE LAYOUT

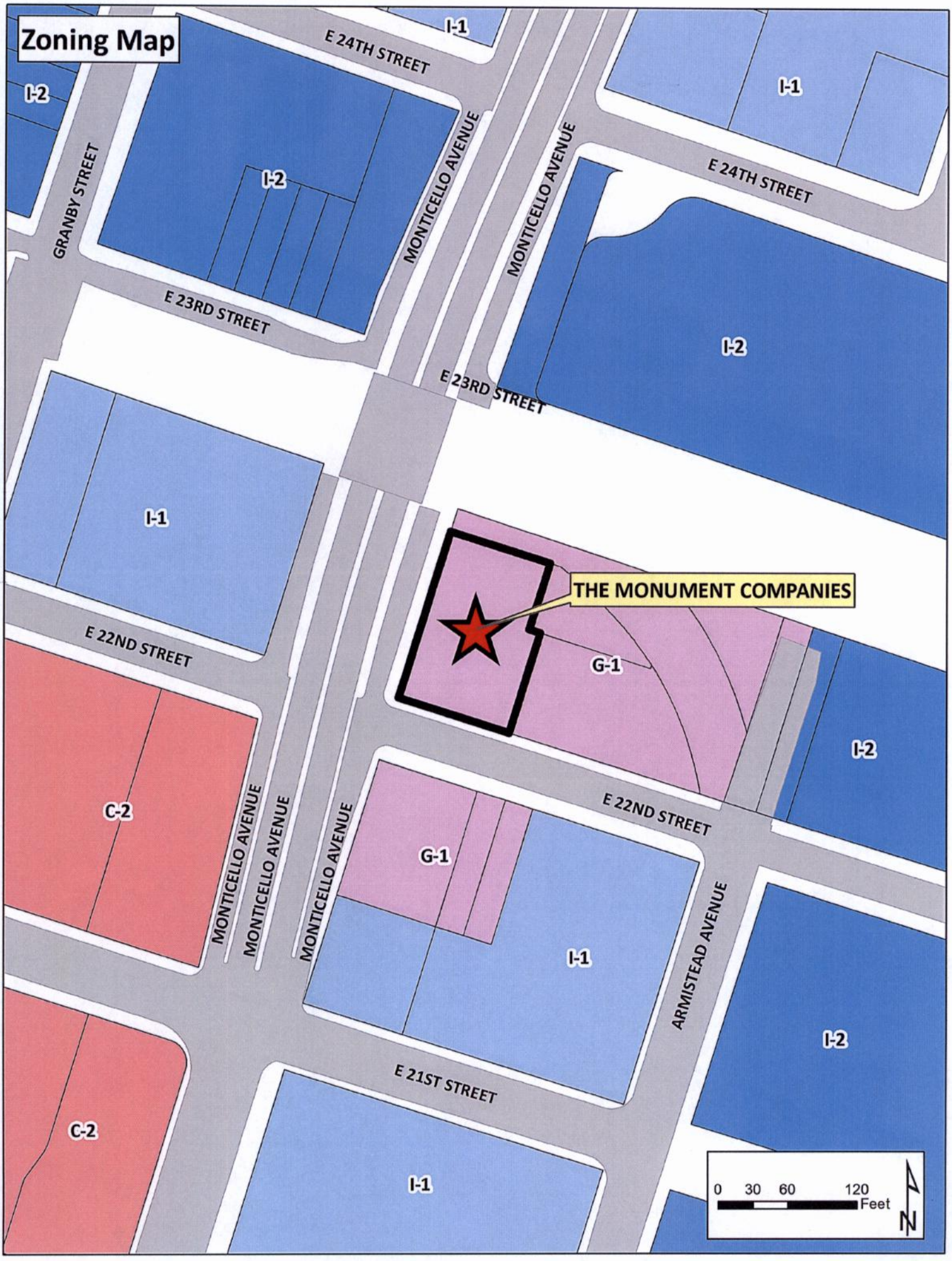
HUNTERSVILLE DISTRICT CITY OF NORFOLK, VIRGINIA

REV.#	DATE	DESCRIPTION
1	1/14/16	UPDATE LAYOUT

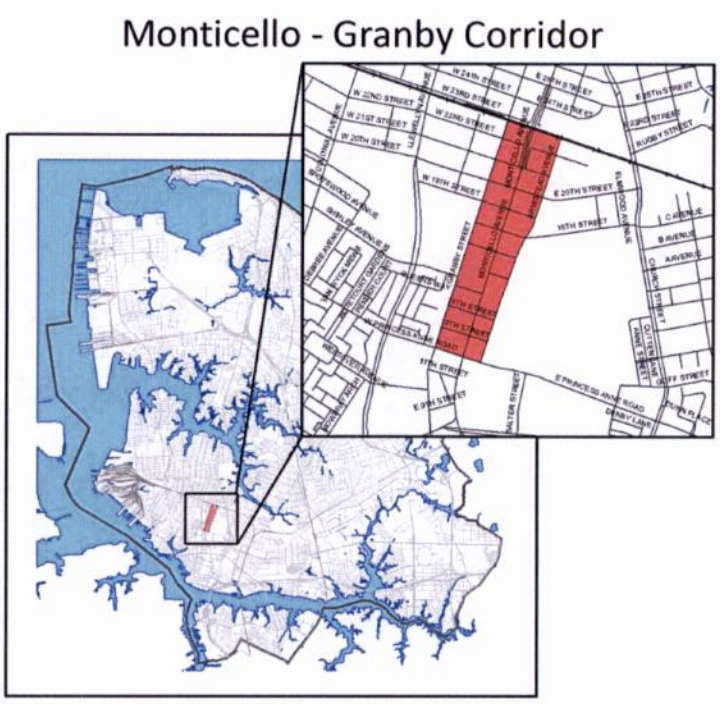
DESIGN BY: Andrew Bowman
CHECKED BY: Jeff Staub
DRAWING SCALE: 1"=20'
DATE: 1/29/2016

SHEET
1

JOB #: 150135


Zoning Map
E 24TH STREET
I-1
I-2
GRANBY STREET
MONTICELLO AVENUE
E 23RD STREET
THE MONUMENT COMPANIES
G-1
E 22ND STREET
C-2
ARMISTEAD AVENUE
E 21ST STREET
0 30 60 120
Feet
N

Action N5.1.18. Implement the following actions for the Monticello-Granby Corridor.



- N5.1.18(a). Promote the transition of the Monticello-Granby Corridor from predominantly industrial and automobile-oriented uses to a higher intensity of mixed use development, including residential.
- N5.1.18(b). Ensure that all new development projects provide an active streetscape for Granby Street and Monticello Avenue by constructing buildings with active first floor uses, with façades built to the right-of-way line, and with at least 50% first floor transparency.
- N5.1.18(c). Ensure that new development does not negatively impact the residential and institutional character of the surrounding neighborhoods by providing adequate parking for all uses and adequate open space for residential uses.
- N5.1.18(d). Consider expansion of the G-1 zoning district, or the creation of one or more additional zoning districts throughout the corridor to ensure appropriate development form.

APPLICATION
G-1 Granby/Monticello Corridor Development Certificate

Date of application: February 8, 2016

DESCRIPTION OF PROPERTY

Proposed Location of Property: Street Number) 200-201 (Street Name) E. 22nd St
Zoning Classification: G-1

Existing Use of Property: Vacant warehouse and vacant lot

Current Building Square Footage: 48,084 sf

Proposed Use: Residential Multi-Family (52 units)

Trade Name of Business (If applicable)

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

1. Name: The Monument Companies, LLC

2. Name of applicant: (Last) Johnson (First) Chris (MI) D

Mailing address of applicant (Street/P.O. Box): 1425 East Cary Street

(City) Richmond (State) VA (Zip Code) 23219

Daytime telephone number of applicant (443) 223.3325 Fax (804) 303.7348

E-mail address of applicant: ebarrineau@themonumentcompanies.com

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

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

1. Name: The Monument Companies, LLC

2. Name of applicant: (Last) Johnson (First) Chris (MI) D

Mailing address of applicant (Street/P.O. Box): 1425 East Cary Street

(City) Richmond (State) VA (Zip Code) 23219

Daytime telephone number of applicant (443) 223.3325 Fax (804) 303.7348

E-mail address of applicant: ebarrineau@themonumentcompanies.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) Reynolds (First) William (MI) T

Mailing address of property owner (Street/P.O. box): 28539 E. Benders Landing Blvd

(City) Spring (State) TX (Zip Code) 77386

Daytime telephone number of owner (281) 288-9788 email: _____

E-mail address of property owner: camdenpt@msn.com

CIVIC LEAGUE INFORMATION

Civic League contact: Ted Enright, Ghent Business Association

Date(s) contacted: 1/12/2016 via phone and email, will attend monthly meeting on 2/10/2016

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

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 surrounding street fronts and provision of residential uses within the surroundings.
This development is an adaptive reuse of an existing warehouse building to 52 apartments. There will be dwelling units on the ground floor and all historic openings on street frontages will be maintained.

(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.
This project seeks tax credit approval with Department of Historic Resources (DHR) and the National Park Service (NPS). Consequently, the historic fabric of the building will be maintained and improved. Historically significant features will be restored and maintained. The current building envelope will not have a visible change from the street level with regard to height or massing. We are installing an elevator and roof access via stair, but these protrusions will not be visible from the street. Exterior alterations are limited to restoration of the historic facade

(c) Location and adequacy of off-street parking and loading provisions, including the desirability of bicycle parking.
The building is grandfathered for 192 parking spaces per Zoning Ordinance section 15-1.2. However, 52 parking spaces (1 per each dwelling unit) are proposed at 201 E. 22nd St, across the street from the existing structure.

(d) 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.
The existing historic structure occupies 100% of the lot area. We will provide a roof deck that meets the open space requirement for 15% of the lot area (2,613 sf minimum, proposed roof deck area 2,693 sf).

(e) Pedestrian circulation within the proposed development and its relation to any available public open space and pedestrian circulation patterns, particularly to plans for any improved pedestrian connections.
Existing pedestrian circulation (sidewalk) is maintained.

(f) Architectural relationships, both formal and functional, of the proposed development to surrounding buildings, including building siting, massing, proportion, and scale. No changes to the existing historic structure with regard to massing, siting, proportion or scale. Historic openings will be maintained and restored.

(g) Protection of significant views and view corridors.
No change to the scale or massing of the existing structure visible from the street level, so all significant views and corridors are maintained.

REQUIRED ATTACHMENTS

- Required application fee, **$5** (if check, made payable to the 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.
  - 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 and Parking
    - Landscaping
    - Property lines (see attached example)
    - Location and dimensions of onsite signage
    - Please provide the names and addresses of all professional consultants advising the applicant in the proposed development
  - 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: Chris Johnson **Sign:** _____ 10/29/2016
(Signature of Property Owner, or Authorized Agent of Property Owner) (Date)

Print name: Chris Johnson **Sign:** _____ 10/29/2016
(Applicant) (Date)

ONLY NEEDED IF APPLICABLE:

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

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

Description and Details of Proposal

The project under review is an alteration to three parcels on either side of East 22nd Street. The proposal includes a conversion of an existing 3-story historic warehouse to 52 apartment units on Parcel 1. We are not proposing any addition to the existing building and the only exterior work will be in rehabilitating the existing exterior façade. Across E. 22nd Street, on Parcels 2 and 3, we will create a surface parking lot with parking spaces for 52 cars, some landscaping, and a dumpster for trash disposal.

Variances Needed:

The following variances are requested per the requirements of the Granby Development Certificate

Lot Area Coverage:

Allowable Max: 80%

Existing: 100% (approx.)

> The historic structure currently occupies 100% of the lot area (please see the survey included with this application). We proposed no change or addition to the structure.

Fenestration:

Any principal St (Monticello Ave): 50% of length of ground floor façade transparent

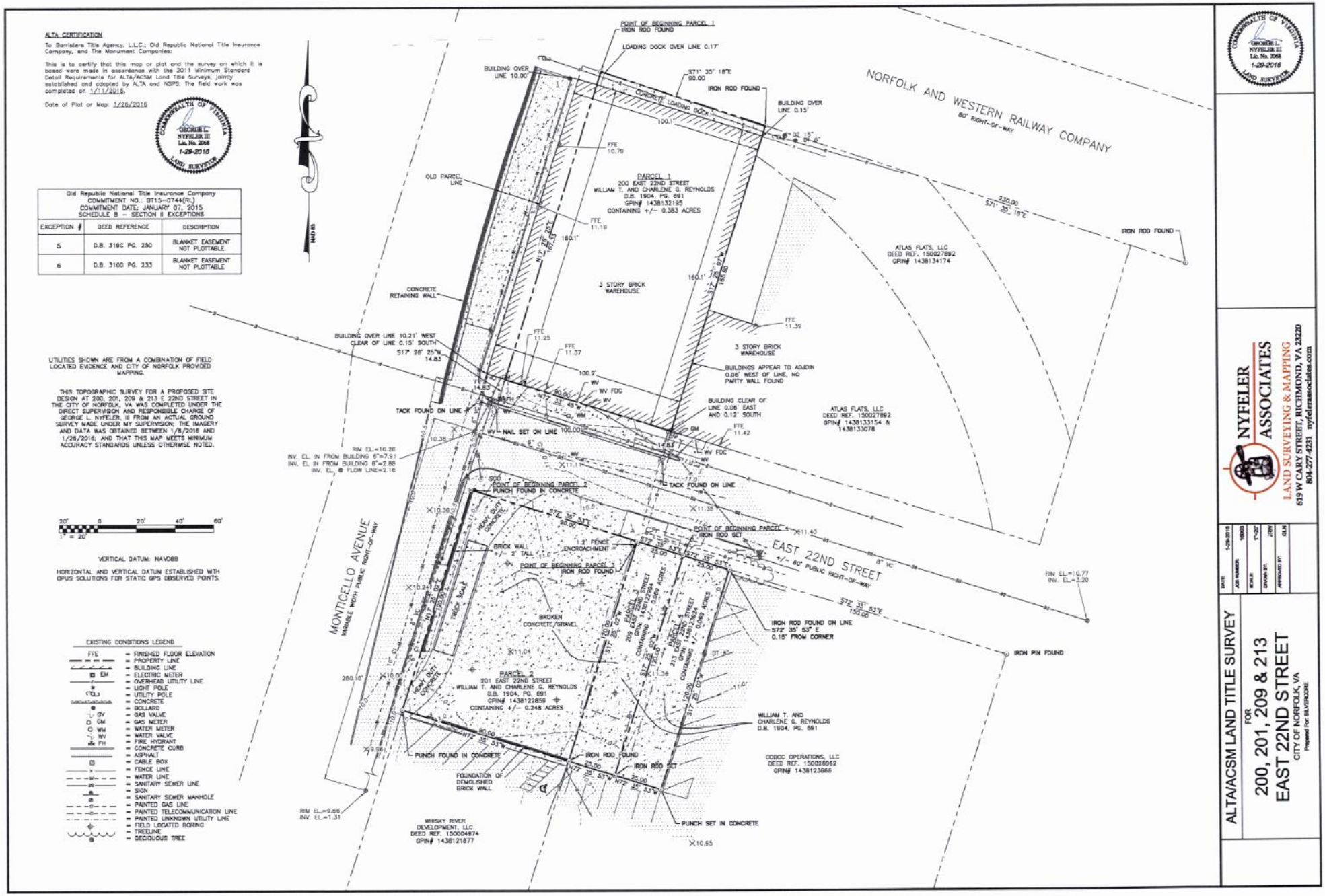
The principal frontage (west elevation) of the historic structure provides a transparent façade for 42.5% of the building façade length. Per DHR requirements, we must maintain the historic openings in the façade. We provide every historic opening on the ground floor façade along Monticello Avenue, maximizing our allowable fenestration.

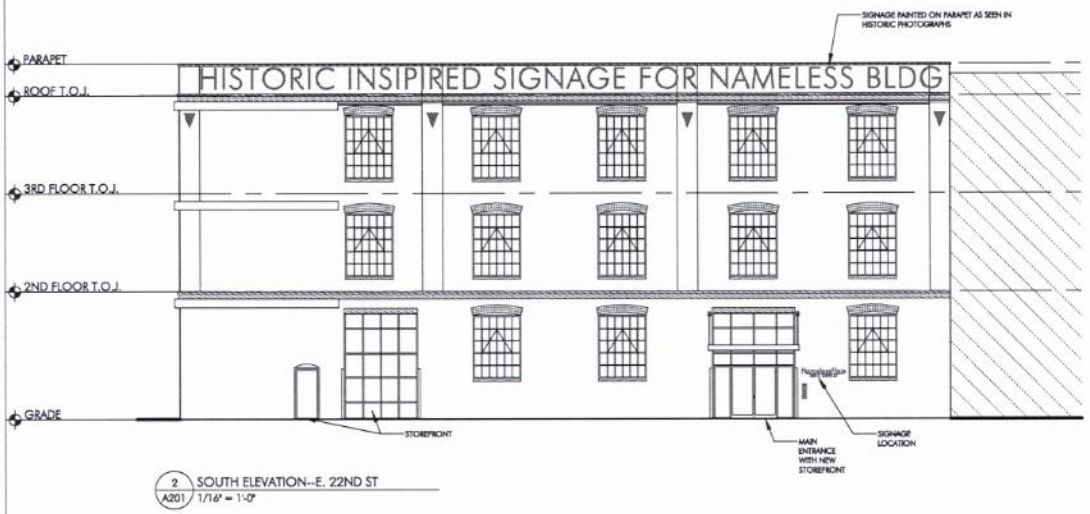
Req'd Use of Ground Floor Areas:

Any area of req'd use of ground floor: 90% of length of ground floor façade transparent

Req'd use of ground floor: along principal st, 65% allocated to a req'd use

We propose ground floor dwelling units along the principal (west) elevation fronting Monticello Avenue. Because of the siting of the building and the historic structure, we are unable to provide patio spaces at the ground floor level. The historic window openings are quite large, which will engage the street as intended.

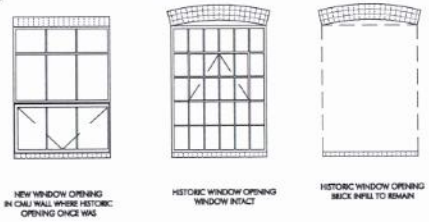

ALTA CERTIFICATION
To Barristers Title Agency, L.L.C.; Old Republic National Title Insurance Company, and The Monument Companies:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on 1/11/2016.
Date of Plat or Map: 1/26/2016
COMMONWEALTH OF VIRGINIA
GEORGE L. NYFELER III
Lic. No. 2068
1-29-2016
LAND SURVEYOR
Old Republic National Title Insurance Company
COMMITMENT NO.: BT15-0744(RL)
COMMITMENT DATE: JANUARY 07, 2015
SCHEDULE B - SECTION II EXCEPTIONS
EXCEPTION # | DEED REFERENCE | DESCRIPTION
5 | D.B. 319C PG. 250 | BLANKET EASEMENT NOT PLOTTABLE
6 | D.B. 3100 PG. 233 | BLANKET EASEMENT NOT PLOTTABLE
NAD 83
UTILITIES SHOWN ARE FROM A COMBINATION OF FIELD LOCATED EVIDENCE AND CITY OF NORFOLK PROVIDED MAPPING.
THIS TOPOGRAPHIC SURVEY FOR A PROPOSED SITE DESIGN AT 200, 201, 209 & 213 E 22ND STREET IN THE CITY OF NORFOLK, VA WAS COMPLETED UNDER THE DIRECT SUPERVISION AND RESPONSIBLE CHARGE OF GEORGE L. NYFELER, III FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION; THE IMAGERY AND DATA WAS OBTAINED BETWEEN 1/8/2016 AND 1/26/2016, AND THAT THIS MAP MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
20' 0 20' 40' 60'
1" = 20'
VERTICAL DATUM: NAVD88
HORIZONTAL AND VERTICAL DATUM ESTABLISHED WITH OPUS SOLUTIONS FOR STATIC GPS OBSERVED POINTS.
EXISTING CONDITIONS LEGEND
FFE = FINISHED FLOOR ELEVATION
= PROPERTY LINE
= BUILDING LINE
EM = ELECTRIC METER
= OVERHEAD UTILITY LINE
= LIGHT POLE
= UTILITY POLE
= CONCRETE
= BOLLARD
GV = GAS VALVE
GM = GAS METER
WM = WATER METER
WV = WATER VALVE
FH = FIRE HYDRANT
= CONCRETE CURB
= ASPHALT
= CABLE BOX
= FENCE LINE
= WATER LINE
= SANITARY SEWER LINE
= SIGN
= SANITARY SEWER MANHOLE
= PAINTED GAS LINE
= PAINTED TELECOMMUNICATION LINE
= PAINTED UNKNOWN UTILITY LINE
= FIELD LOCATED BORING
= TREELINE
= DECIDUOUS TREE
POINT OF BEGINNING PARCEL 1
IRON ROD FOUND
LOADING DOCK OVER LINE 0.17'
BUILDING OVER LINE 10.00'
S71° 35' 18"E
90.00
IRON ROD FOUND
CONCRETE LOADING DOCK
BUILDING OVER LINE 0.15'
NORFOLK AND WESTERN RAILWAY COMPANY
80' RIGHT-OF-WAY
OLD PARCEL LINE
PARCEL 1
200 EAST 22ND STREET
WILLIAM T. AND CHARLENE G. REYNOLDS
D.B. 1904, PG. 691
GPIN# 1438132185
CONTAINING +/- 0.383 ACRES
230.00
S71° 35' 18"E
IRON ROD FOUND
ATLAS FLATS, LLC
DEED REF. 150027892
GPIN# 1438134174
3 STORY BRICK WAREHOUSE
CONCRETE RETAINING WALL
BUILDING OVER LINE 10.31' WEST CLEAR OF LINE 0.15' SOUTH
S17° 26' 25"W
14.83
BUILDINGS APPEAR TO ADJOIN 0.06' WEST OF LINE, NO PARTY WALL FOUND
BUILDING CLEAR OF LINE 0.08' EAST AND 0.12' SOUTH
ATLAS FLATS, LLC
DEED REF. 150027892
GPIN# 1438133154 & 1438133078
TACK FOUND ON LINE
NAIL SET ON LINE
TACK FOUND ON LINE
RIM EL.=10.28
INV. EL. IN FROM BUILDING 6"=7.91
INV. EL. IN FROM BUILDING 6"=2.88
INV. EL. @ FLOW LINE=2.16
POINT OF BEGINNING PARCEL 2
PUNCH FOUND IN CONCRETE
POINT OF BEGINNING PARCEL 4
IRON ROD SET
MONTICELLO AVENUE
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
EAST 22ND STREET
+/- 60' PUBLIC RIGHT-OF-WAY
BRICK WALL
+/- 2' TALL
1.2' FENCE ENCROACHMENT
POINT OF BEGINNING PARCEL 3
IRON ROD FOUND
RIM EL.=10.77
INV. EL.=5.20
BROKEN CONCRETE/GRAVEL
IRON ROD FOUND ON LINE
S72° 35' 53" E
0.15' FROM CORNER
IRON PIN FOUND
PARCEL 2
201 EAST 22ND STREET
WILLIAM T. AND CHARLENE G. REYNOLDS
D.B. 1904, PG. 691
GPIN# 1438122858
CONTAINING +/- 0.248 ACRES
WILLIAM T. AND CHARLENE G. REYNOLDS
D.B. 1904, PG. 691
PUNCH FOUND IN CONCRETE
IRON ROD FOUND
IRON ROD SET
CCBCC OPERATIONS, LLC
DEED REF. 150026982
GPIN# 1438123886
FOUNDATION OF DEMOLISHED BRICK WALL
RIM EL.=9.66
INV. EL.=1.31
WHISKY RIVER DEVELOPMENT, LLC
DEED REF. 150004974
GPIN# 1438121877
PUNCH SET IN CONCRETE
COMMONWEALTH OF VIRGINIA
GEORGE L. NYFELER III
Lic. No. 2068
1-29-2016
LAND SURVEYOR
NYFELER ASSOCIATES
LAND SURVEYING & MAPPING
619 W CARY STREET, RICHMOND, VA 23220
804-277-4231 nyfelerassociates.com
ALTA/ACSM LAND TITLE SURVEY
FOR
200, 201, 209 & 213
EAST 22ND STREET
CITY OF NORFOLK, VA
Prepared For: BLVDSRDORE
DATE: 1-26-2016
JOB NUMBER: 15003
SCALE: 1"=20'
DRAWN BY: JRW
APPROVED BY: GLN



2 / A201 SOUTH ELEVATION--E. 22ND ST
1/16" = 1'-0"

WINDOW KEY

NTS



NEW WINDOW OPENING IN CMU WALL WHERE HISTORIC OPENING ONCE WAS

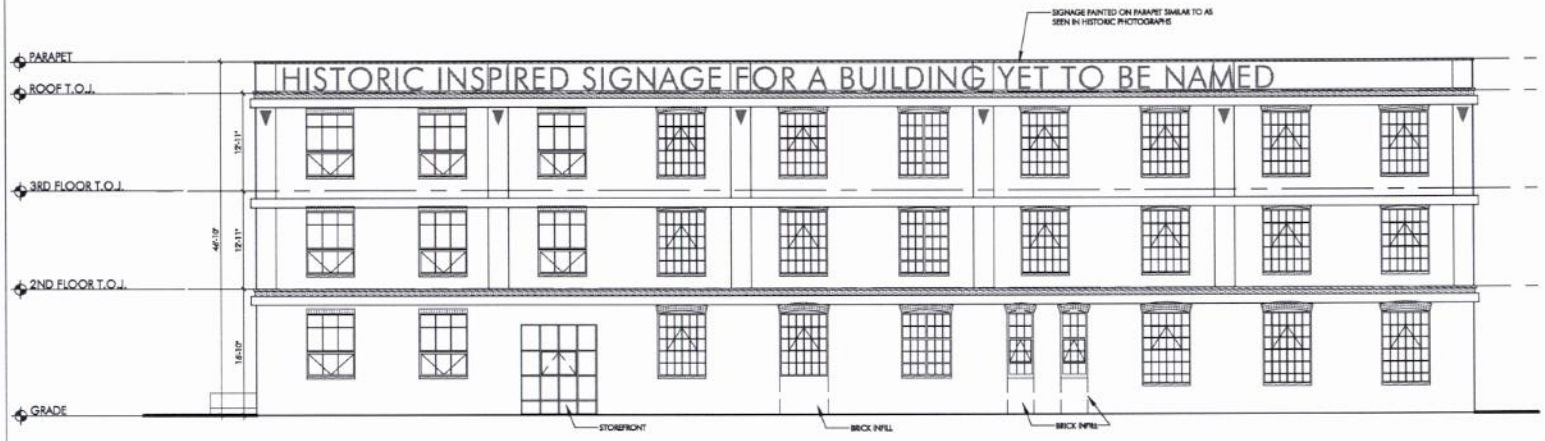
HISTORIC WINDOW OPENING WINDOW INTACT

HISTORIC WINDOW OPENING BRICK INFILL TO REMAIN

BUILDING ENTRY SIGNAGE

NTS

BUILDING SIGNAGE TO BE ARK RAMOS STANDARD CAST LETTERS 8" TALL, FUTURA, ALUMINUM



1 / A201 WEST ELEVATION--MONTICELLO AVE
1/16" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

200 E. 22ND ST
NORFOLK, VA

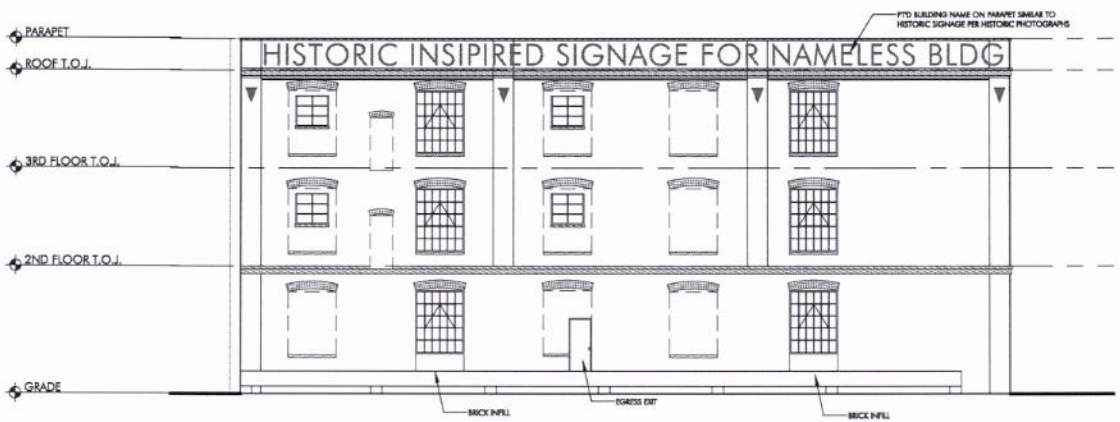
ISSUED:

GDC REVIEW	01-29-2016

REGISTRATION

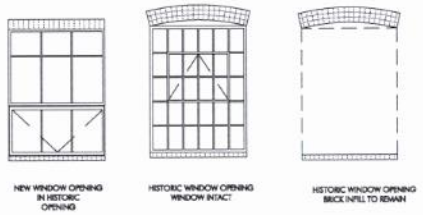
SOUTH AND WEST ELEVATIONS

A-201



2 / A202 NORTH ELEVATION
1/16" = 1'-0"

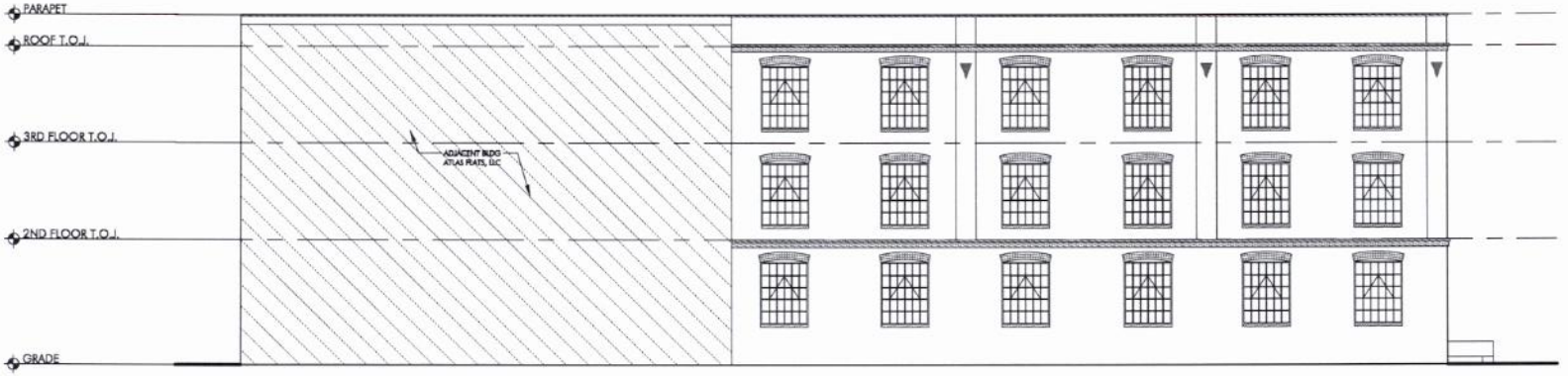
WINDOW KEY



NEW WINDOW OPENING IN HISTORIC OPENING

HISTORIC WINDOW OPENING WINDOW INTACT

HISTORIC WINDOW OPENING BRICK INFILL TO REMAIN



1 / A202 EAST ELEVATION
1/16" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

200 E. 22ND ST
NORFOLK, VA

ISSUED:

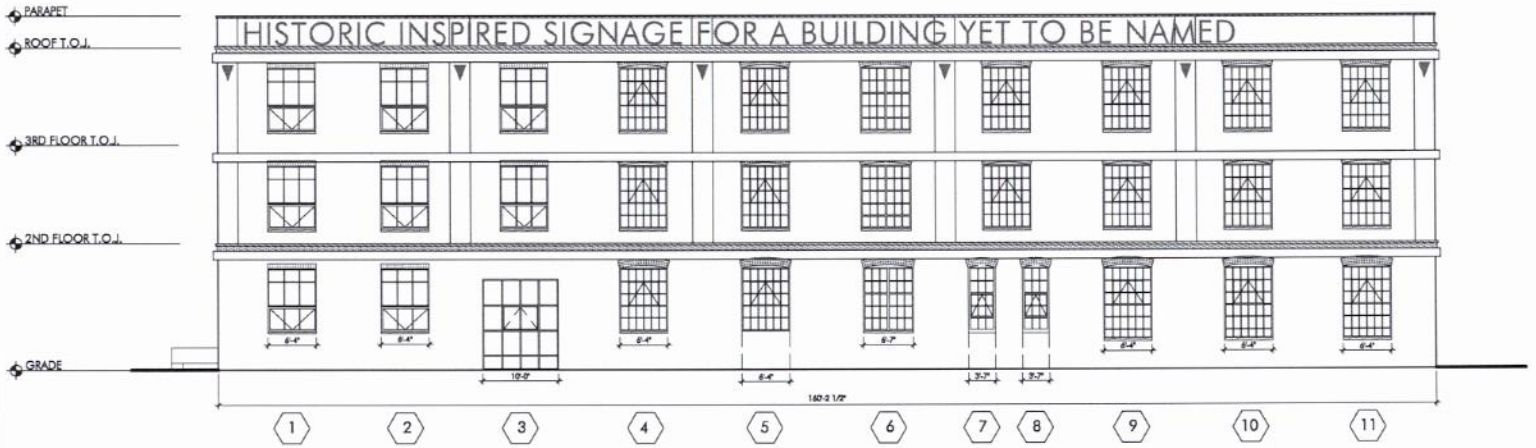
GDC REVIEW	01-29-2016

REGISTRATION

NORTH AND EAST ELEVATIONS

A-202

GROUND FLOOR FENESTRATION CALCULATION		
WINDOW	WIDTH	
1	76"	
2	76"	
3	120"	
4	76"	
5	76"	
6	79"	
7	43"	
8	43"	
9	76"	
10	76"	
11	76"	
		FENESTRATION %
TOTAL WINDOW LENGTH	817"	
LENGTH OF BUILDING	1922.5"	42.5%



1 / A203 FENESTRATION--MONTICELLO AVE
1/16" = 1'-0"

THE MONUMENT COMPANIES
1425 EAST CARY STREET
RICHMOND, VA 23219
TELEPHONE: (804) 303-7347
www.themonumentcompanies.com

200 E. 22ND ST
NORFOLK, VA

ISSUED:

GDC REVIEW	01-29-2016

REGISTRATION

GROUND FLOOR FENESTRATION CALCS

A-203

Simons, Matthew

From: Straley, Matthew
Sent: Wednesday, February 10, 2016 10:45 AM
To: 'presidentGBA@gmail.com'; 'Ian_holder@ml.com'
Cc: Riddick, Paul; Williams, Angelia M.; Wilson, Denise; Simons, Matthew
Subject: new Planning Commission application - 200 E 22nd Street
Attachments: Monument Companies.pdf

Mr. Holder,

Attached please find the application 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 item is tentatively scheduled for the March 24, 2016 Planning Commission public hearing.

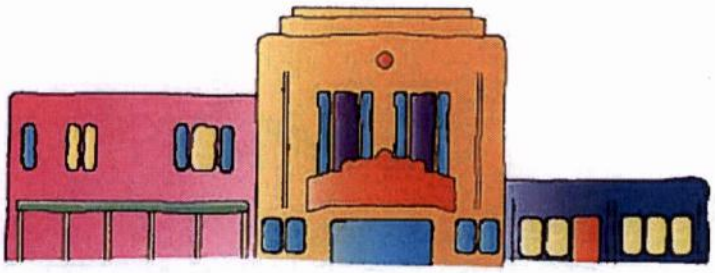
Should you have any questions, please e-mail or call *Matt Simons at (757) 664-4750, matthew.simons@norfolk.gov*

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



Ghent Business Association

March 21, 2016

City Council
City of Norfolk
City Hall
Norfolk, VA 23510

To whom it may concern,

The GBA would like to express its support for the request for approval by the Monument Companies. We hope to see more positive developments to that section of Ghent in the future.

Sincerely,

Ted Enright
Corresponding Secretary
Development Committee Chairman
Ghent Business Association

P.O. Box 11571 • Norfolk, VA 23517

C: City Attorney, Department of Law

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: Adam Melita, Deputy City Attorney

Subject: An ordinance to approve the acquisition of any interest held by the titleholder of certain property conveyed to the Freemason Street Baptist Church by deed dated August 1, 1907, recorded in the Circuit Court of the City of Chesapeake, Virginia and authorizing the City Manager to accept a quitclaim deed

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

Ward/Superward: 5/6

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-7**

I. **Recommendation:** Adopt Ordinance.

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance authorizing the City Manager to accept a quitclaim deed for any property that is owned by heirs of Thomas Guy, namely the Freemason Street Baptist Church of Norfolk, Virginia. The subject property is located in a part of Ocean View that was owned by Mr. Guy in the early part of the 20th Century.

IV. **Analysis**
The area that is the subject of the quitclaim deed to be acquired is that portion of the beach between Willow Terrace and a point just west of where Sturgis Street is today. It is an area which Mr. Guy never conveyed out prior to his death. As a result, title to the land passed through his heirs to his last known natural heir, Virginia W. Hank. Ms. Hank died on April 1, 2000 and title to this land passed, in accordance with her will, to the Freemason Street Baptist Church. The acquisition of a deed from this only known inheritor from the Guy estate helps the City of Norfolk (the "City") demonstrate sufficient estates and title to certain parts of the beach for the City and agencies of the federal government to be able to proceed with future beach nourishment projects. It also settles aspects of the suit the City is currently pursuing

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

in order to quiet title to certain portions of the public beach since the Freemason Street Baptist Church is a defendant in that matter.

V. Financial Impact

There are no costs associated with accomplishing the acquisition and acceptance of the quitclaim deeds other than the funds to be expended in settlement of the rights of these particular defendants in the quiet title lawsuit. Those amounts remain confidential at this time since the City continues to pursue resolution of this suit.

VI. Environmental

Securing the deeds advances the City's goal of securing sufficient estates and title to be able to proceed with future beach nourishment projects.

VII. Community Outreach/Notification

The notifications required by law as part of the litigation that led to this proposed acquisition were provided. Public notification for this agenda item was conducted through the City's agenda notification process.

VIII. Board/Commission Action

No Board or Commission actions are required.

IX. Coordination/Outreach

This letter has been coordinated with the City Attorney's Office.

Supporting documentation from the City Attorney's Office:

- Ordinance

04/27/2016 lds

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE ACQUISITION BY THE CITY OF NORFOLK OF ANY INTEREST HELD BY TITLEHOLDERS OF CERTAIN PROPERTY CONVEYED TO THOMAS GUY BY DEED DATED 1907, RECORDED IN THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE, VIRGINIA, AND AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED OF QUITCLAIM ON BEHALF OF THE CITY OF NORFOLK.

- - -

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

Section 1:- That the acquisition by the City of Norfolk of any interest that the Freemason Street Baptist Church may have in certain property conveyed to Thomas Guy by deed dated August 1, 1907, recorded in the Circuit Court of the City of Chesapeake, Virginia in Deed Book 322, pages 323-330 is hereby authorized and approved.

Section 2:- That upon receipt of a Quitclaim Deed, in form satisfactory to the City Attorney, conveying any interest that the Freemason Street Baptist Church may have in the aforementioned property to the City of Norfolk, the City Manager is authorized to accept the Quitclaim Deed on behalf of the City, and to do all other things necessary and proper to effect the conveyance of the said property to the City of Norfolk.

Section 3:- That this ordinance does not authorize the acquisition of any portion of the aforementioned property that is or may be owned by or titled in the name of any person or legal entity other than the Freemason Street Baptist Church.

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

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
DEREK A. MUNGO
TAMELE YVETTE HOBSON
NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

May 24, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
East Beach Associates, LLC

R-8

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to East Beach Associates, LLC in the amount of $9,965.76 based upon the overpayment of its Real Estate Tax, resulting in a refund due of $9,965.76, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

5/9/2016mr
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Real Estate Assessor

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.

*INTEREST - $913.86 1000 105 0204004
$9965.76 1000 105 0204002
Account

_____ 5/18/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO EAST BEACH ASSOCIATES, LLC BASED UPON THE OVERPAYMENT OF ITS REAL ESTATE TAX.

- - -

WHEREAS the Real Estate Assessor has determined that the real estate tax was erroneously overpaid by East Beach Associates, LLC, and has corrected this assessment in accordance with Virginia Code § 58.1-3981; and

WHEREAS the Real Estate Assessor has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid in the amount of $9,965.76, plus interest, based on the corrected assessment; now, therefore

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

Section 1:- That $9,965.76, plus interest accrued since June 30, 2015 at the rate established by applicable law, is hereby appropriated for a refund to East Beach Associates, LLC.

Section 2:- That the Treasurer of the City of Norfolk is hereby directed to issue a refund to East Beach Associates, LLC in the amount specified above as

soon as practicable upon passage of this ordinance.

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

Norfolk Office of the Real Estate Assessor
Certification and Request for the Refund
Of Previously Paid Tax to:

East Beach Associates, LLC at Harbor Walk

May 4, 2016

Overview:

Pursuant to the settlement agreement and mutual release of claims dated 05/04/2016 by and between East Beach Associates, LLC and the City of Norfolk, a refund in the amount of $9,965.76 is requested.

In compliance with ***Norfolk Code § 24-7***, the Real Estate Assessor's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces Real Estate Tax revenue under section **24-184 of Norfolk City Code, 1979,** by **$9,965.76,** plus any interest accrued after June 30, 2015.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the **Real Estate Tax** overpayment of **$9,965.76,** plus interest.

Certification

I, ____Bill Marchand___, Real Estate Assessor for the City of Norfolk, certify that based on the information that the above named company is due a refund in the amount of $9,965.76 plus interest as specified by *Virginia Code §58.1-3981* due to the overpayment of *Real Estate Tax.*

Bill Marchand, Real Estate Assessor — Date: 5/9/16

Bernard Pishko, City Attorney — Date: 5/4/16

C: Dir., Department of Public Works

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: David L. Ricks, Director of Public Works

Subject: Resolution for VDOT 2017 Urban Allocation Program - Granby Street Bridge Rehabilitation and Citywide Pedestrian Safety Improvements Projects

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

Ward/Superward: Citywide

Approved: Marcus D. Jones, City Manager

Item Number: **R-9**

I. **Recommendation:** Adopt Resolution

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is a resolution to allow the Virginia Department of Transportation ("VDOT") to program the following two projects into its Six Year Improvement Plan ("SYIP"): 1) the Granby Street Bridge Rehabilitation Project, and 2) the Citywide Pedestrian Safety Improvements Project. If adopted, the City of Norfolk (the "City") would be the sub-recipient of $11.6 Million in state and federal Urban Allocation funds. It would be responsible for paying a 2% match of $232,000 into the projects.

IV. **Analysis**

- VDOT requires an adopted resolution in support of the two Urban projects on or before May 31, 2016 for its FY 2017 SYIP.
- FY2017 Urban Allocation funds are being requested to fund the design and construction of two, high priority transportation projects.
- If Urban funding is programmed, these two transportation projects will be significant in fulfilling the City's vision and priorities for accessibility, mobility and connectivity, fostering safe, healthy and inclusive communities.

V. **Financial Impact**
The Urban Allocation Program requires a 2% local match. Funding participation of the City's share of the Granby Street Bridge Rehabilitation and the Citywide Pedestrian Safety Improvements Projects will come from the FY 2017 Capital Improvement Program. The

construction of both projects will improve the City's infrastructure and improve quality of life, while increasing the safety of pedestrians and bicyclists within Norfolk.

Cost Breakdown

Project	Federal Allocation Requested (98%)	Required City Match (2%)	Total Project Cost
1. Granby Street Bridge Rehabilitation	$3,430,000	$70,000	$3,500,000
2. Citywide Pedestrian Safety Improvements	$7,938,000	$162,000	$8,100,000
Total	$11,368,000	$232,000	$11,600,000

VI. Environmental

N/A

VII. Community Outreach/Notification

Coordination with Civic Leagues, the Bicycle/Pedestrian Commission, Elizabeth River Trail Committee and adjacent businesses will be made prior to construction of these improvements. 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 Department of Public Works:

- Resolution
- Project Executive Summaries

5/4/2016 - wld

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Public Works

NORFOLK, VIRGINIA

Resolution

A RESOLUTION SUPPORTING TWO TRANSPORTATION PROJECTS: 1) CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS, AND 2) GRANBY STREET BRIDGE REHABILITATION; AND REQUESTING FUNDING FOR SUCH PROJECTS IN THE AMOUNT OF $11,600,000 THROUGH THE FY2017 VIRGINIA DEPARTMENT OF TRANSPORTATION, URBAN HIGHWAY PROGRAM.

- - -

WHEREAS, in accordance with Virginia Department of Transportation ("VDOT") construction allocation procedures, it is necessary that a request by Council resolution be made in order for VDOT to program an urban highway project in the City of Norfolk ("City"); and

WHEREAS, the City requests VDOT to establish two urban system highway projects and to program the two projects into the Six Year Improvement Plan for an allocation of funds up to $11,600,000 through the VDOT Fiscal Year 2017 Urban Highway Program; now, therefore,

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

Section 1:- That the City hereby expresses its support for the Citywide Pedestrian Safety Project and the Granby Street Bridge Rehabilitation Project, requesting funding for the projects of up to $11,600,000 through the VDOT Urban Highway Program;

Section 2:- That the proper officers of the City are authorized to do all things necessary to meet the

requirements for allocation of these funds.

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

THE CITY OF NORFOLK
PUBLIC WORKS

FY17 Urban Allocation Project: Citywide Pedestrian Safety
Executive Summary

Project Location: Citywide. Known potential locations for action include:

1. Princess Anne Road pedestrian crossings and sidewalks
2. Virginia Beach Boulevard senior center crossing locations
3. Tidewater Drive pedestrian crossing locations
    a. Princess Anne Road
    b. Virginia Beach Boulevard
    c. Brambleton Avenue
    d. Biltmore Road and Easy Street
4. Tidewater Drive Corridor pedestrian improvements – Cromwell to Norview
5. Granby Street – Riverview Hawk Signal
6. Ocean View Avenue pedestrian crossing (entire corridor at various locations)
7. Ballentine Boulevard and Princess Anne Road pedestrian improvements (to support the Kroc Center)

Project Overview: This proposed project will take a comprehensive look at pedestrian safety citywide, and will determine the highest priority locations for safety improvements based on crash data, consultant studies, and prior knowledge. The project will fund design, right-of-way acquisition, and construction to address locations in order of priority, up to the budgeted amount. Methods of addressing safety issues may include crosswalks, sidewalk improvements, ADA-compliant ramps, pedestrian refuges, traffic calming measures, signal enhancements, educational programs, and other means.

Total Project Costs: $8,100,000

THE CITY OF NORFOLK
PUBLIC WORKS

Urban Allocation Project: Granby Street Bridge Rehabilitation

Executive Summary

Project Location: Rehabilitation will take place on the Granby Street Bridge, between Willow Wood Drive and Llewellyn Avenue.

Project Overview: The proposed project will include design and construction of repairs to the Granby Street Bridge, to incorporate a new concrete deck overlay, bearing repair/replacement, beam repairs, substructure repairs, parapet repairs, and expansion joint replacement. These repairs are necessary to extend the usable life of the structure and maintain its load carrying capacity. The bridge is a critical connector, carrying pedestrian sidewalks and six lanes of vehicular traffic, with an estimated annual average daily traffic (AADT) volume of 29,000. Built in 1979, all major elements (Deck, Superstructure, and Substructure) were rated a "5" or "Fair" as of the latest inspection performed in September 2014. A rating of "4" or lower for any single element results in a "Structurally Deficient" designation.

.

Total Project Costs: $3,500,000

C: Director, Norfolk Public Library

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: Sonal Rastogi, Director
Norfolk Public Library

Subject: Universal Service Fund E-Rate Reimbursement Program award in the amount of $5,537.66

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-10**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept and appropriate the sum of $5,537.66 for the award of an E-Rate Reimbursement from the Schools and Libraries Division of the Universal Service Fund E-Rate Reimbursement Program of the Federal Communications Commission ("Reimbursement Program").

IV. **Analysis:**
In accordance with the Telecommunications Act of 1996, the Reimbursement Program has offered funds to the City of Norfolk (the "city") for the purpose of supporting and sustaining telecommunications and technology services for the Norfolk Public Library system.

V. **Financial Impact**
This grant award is for $5,537.66 and does not require a local match; therefore, there is no direct financial impact to the department's FY 2016 General Fund Budget.

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

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of Libraries, the City Attorney's Office and the Department of Finance.

Supporting Material from the Department of Libraries:

- Ordinance

10/7/15 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By Sonal Rastogi
DEPT. Libraries

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.

$ 5,537.66 2275-13-8812
Account

_____ 4/26/16
Director of Finance Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING $5,537.66 FROM THE SCHOOLS AND LIBRARIES DIVISION OF THE UNIVERSAL SERVICE FUND E-RATE REIMBURSEMENT PROGRAM AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF $5,537.66 FOR TELECOMMUNICATIONS AND TECHNOLOGY SERVICES FOR THE NORFOLK PUBLIC LIBRARY.

- - -

WHEREAS, The Schools and Libraries Division of Universal Service Funds E-Rate Reimbursement Program of the Federal Communications Commission was established as part of the Telecommunications Act of 1996 with the expressed purpose of providing affordable access to telecommunications services for all eligible schools and libraries, and

WHEREAS, the Reimbursement Program has offered funds to the City for telecommunications and technology services for the Norfolk Public Library; and

WHEREAS, the City accepts the funds from the Schools and Libraries Division of Universal Service Funds E-Rate Reimbursement for the Norfolk Public Library; now, therefore,

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

Section 1:- That a $5,537.66 reimbursement award

from The Schools and Libraries Division of the Universal Service Fund E-Rate Reimbursement for telecommunications and technology services for the Norfolk Public Library is hereby accepted.

Section 2:- That $5,537.66 in reimbursement funds are hereby appropriated and authorized to be expended for telecommunications and technology services for the Norfolk Public Library, according to the terms and conditions of the E-Rate Reimbursement, if and when the funds are made available from The Schools and Libraries Division of the Universal Service E-Rate Program.

Section 3:- That the City Manager is hereby authorized to do all things necessary to receive the funds and implement the services.

Section 4:- That this ordinance shall be in effect from and after its adoption.

C: Director, Norfolk Public Library

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: Sonal Rastogi, Director
Norfolk Public Library

Subject: Universal Service Fund E-Rate Reimbursement Program award in the amount of $7,184.11

Reviewed: _____
Wynter C. Benda, Deputy City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-11**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**
This agenda item is an ordinance to accept and appropriate the sum of $7,184.11 for the award of an E-Rate Reimbursement from the Schools and Libraries Division of the Universal Service Fund E-Rate Reimbursement of the Federal Communications Commission ("Reimbursement Program").

IV. **Analysis:**
In accordance with the Telecommunications Act of 1996, the Reimbursement Program has offered funds to the City of Norfolk (the "city") for the purpose of supporting and sustaining telecommunications and technology services for the Norfolk Public Library system.

V. **Financial Impact**
This grant award is for $7,184.11 and does not require a local match; therefore, there is no direct financial impact to the department's FY 2016 General Fund Budget.

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

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of Libraries, the City Attorney's Office and the Department of Finance.

Supporting Material from the Department of Libraries:

- Ordinance

10/7/15 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By Sonal Rastogi
DEPT. Libraries

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 7,184.11 — 2275-13-8812 (Account)

Director of Finance — 4/26/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING $7,184.11 FROM THE SCHOOLS AND LIBRARIES DIVISION OF THE UNIVERSAL SERVICE FUND E-RATE REIMBURSEMENT PROGRAM AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF $7,184.11 FOR TELECOMMUNICATIONS AND TECHNOLOGY SERVICES FOR THE NORFOLK PUBLIC LIBRARY.

- - -

WHEREAS, The Schools and Libraries Division of Universal Service Funds E-Rate Reimbursement Program of the Federal Communications Commission was established as part of the Telecommunications Act of 1996 with the expressed purpose of providing affordable access to telecommunications services for all eligible schools and libraries, and

WHEREAS, the Reimbursement Program has offered funds to the City for telecommunications and technology services for the Norfolk Public Library; and

WHEREAS, the City accepts the funds from the Schools and Libraries Division of Universal Service Funds E-Rate Reimbursement for the Norfolk Public Library; now, therefore,

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

Section 1:- That a $7,184.11 reimbursement award

from The Schools and Libraries Division of the Universal Service Fund E-Rate Reimbursement for telecommunications and technology services for the Norfolk Public Library is hereby accepted.

Section 2:- That $7,184.11 in reimbursement funds are hereby appropriated and authorized to be expended for telecommunications and technology services for the Norfolk Public Library, according to the terms and conditions of the E-Rate Reimbursement, if and when the funds are made available from The Schools and Libraries Division of the Universal Service E-Rate Program.

Section 3:- That the City Manager is hereby authorized to do all things necessary to receive the funds and implement the services.

Section 4:- That this ordinance shall be in effect from and after its adoption.

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
DEREK A. MUNGO
TAMELE YVETTE HOBSON
NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

May 24, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
AMC Specialty, Inc.

R-12

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to AMC Specialty, Inc. in the amount of $5,666.81 based upon the overpayment of its Business License Tax for the years 2013 through 2016, resulting in a refund due of $5,666.81, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 · Norfolk, VA 23510
(757) 664-4529 · Fax: (757) 664-4201

5/2/2016mr
Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 5666.81 1000 164 010 4101
Account

Director of Finance 5/16/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO AMC SPECIALTY, INC. BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE YEARS 2013 THROUGH 2015.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by AMC Specialty, Inc. for the years 2013 through 2015, and has corrected this assessment in accordance with Virginia Code § 58.1-3981; and

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $5,666.81, plus interest; now, therefore

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

Section 1:- That $5,666.81, plus interest at the rate established by applicable law, is hereby appropriated for a refund to AMC Specialty, Inc. for the years 2013 through 2015.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to AMC Specialty, Inc. in the amount specified above as soon as practicable upon passage of this ordinance.

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

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

AMC Specialty, Inc.
Account Number
761944/909139

Overview:

AMC Specialty, Inc. appealed its BPOL classification of being a service provider. AMC provided evidence that it was a Licensed Virginia Contractor. The tax rate difference is $0.20/$100. This refund is for three years, 2013 through 2015. The refund amount is **$5,666.81**, plus interest.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business license tax revenue by **$5,666.81** for the 2016 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business license overpayment of **$5,666.81.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $5,666.81, plus interest, as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — Date: 5/6/16

Bernard Pishko, City Attorney — Date: 5/5/16

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
JACK E. CLOUD
HEATHER A. MULLEN
DEREK A. MUNGO
TAMELE YVETTE HOBSON
NADA N. KAWWASS
ADAM D. MELITA
MICHELLE G. FOY
MATTHEW P. MORKEN
HEATHER L. KELLEY
ERIKKA M. MASSIE
ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

May 24, 2016

To the Honorable Council
City of Norfolk, Virginia

Re: Tax Overpayment
Veritiv Operating Company

R-13

Dear Ladies and Gentlemen:

Attached please find an ordinance directing the City Treasurer to issue a refund to Veritiv Operating Company in the amount of $8,288.60 based upon the overpayment of its Business License Tax for the year 2016, resulting in a refund due of $8,288.60, plus interest.

Respectfully submitted,

Bernard A. Pishko
City Attorney

Recommendation: Adopt Ordinance

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

4/1/2016mr

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT. Commissioner of the Revenue

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

$ 8288.60 — 1000 104 010 4101
Account

Director of Finance — 5/16/16
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE DIRECTING THE CITY TREASURER TO ISSUE A REFUND TO VERITIV OPERATING COMPANY BASED UPON THE OVERPAYMENT OF ITS BUSINESS LICENSE TAX FOR THE YEAR 2016.

- - -

WHEREAS the Commissioner of the Revenue has determined that the business license tax was erroneously overpaid by Veritiv Operating Company for the year 2016, and has corrected this assessment in accordance with Virginia Code § 58.1-3981; and

WHEREAS the Commissioner of the Revenue has certified with the consent of the City Attorney that the aforementioned taxpayer paid all taxes due on the erroneous assessment and is entitled to a refund of excess taxes paid based on the corrected assessment in the amount of $8,288.60, plus interest; now, therefore

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

Section 1:- That $8,288.60, plus interest at the rate established by applicable law, is hereby appropriated for a refund to Veritiv Operating Company for the year 2016.

Section 2:- That the Treasurer of the City of

Norfolk is hereby directed to issue a refund to Veritiv Operating Company in the amount specified above as soon as practicable upon passage of this ordinance.

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

Norfolk Commissioner of the Revenue
Certification and Request for the Refund
Of Previously Paid Tax to:

Veritiv Operating Company
Account Number
122021/003687

March 15, 2016

Overview: Veritiv Operating Company ceased business operations on November 9, 2015. Veritiv Operating Company paid a 2016 business license for $8,288.60. The taxpayer is requesting a refund because they moved before January 1, 2016.

In compliance with ***Norfolk Code § 24-7***, the Commissioner of the Revenue's files pertaining to this request are available for inspection by the City Attorney.

Fiscal Impact:

This refund reduces business license tax revenue by **$8,288.60** for the 2016 fiscal year.

Conclusion:

It is recommended that the City Attorney consent to the issuance of the refund and call for City Council to direct the City Treasurer to refund the business license overpayment of **$8,288.60.**

Certification

I, C. Evans Poston, Jr., Commissioner of the Revenue for the City of Norfolk, certify that the above named company is due a refund in the amount of $8,288.60 as specified by *Virginia Code §58.1-3981* due to the overpayment of Business License Taxes.

C. Evans Poston, Jr., Commissioner of the Revenue — 3/16/16 Date

Bernard Pishko, City Attorney — 3/17/16 Date

NORFOLK

Office of the City Attorney

BERNARD A. PISHKO
City Attorney
WAYNE RINGER
MARY L. NEXSEN
NATHANIEL BEAMAN IV
MARTHA P. McGANN
CYNTHIA B. HALL
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ZACHARY A. SIMMONS
KARLA J. SOLORIA
ALEX H. PINCUS

May 24, 2016

To the Honorable Council
City of Norfolk, Virginia

R-14

Re: Council Electronic Communication from Remote Location

Dear Ladies and Gentlemen:

Attached is an ordinance approving and governing a policy allowing a Council member to participate in Council meetings remotely by electronic communication in accordance with Va. Code §2.2-3708.

Respectfully,

Bernard A. Pishko
City Attorney

BAP:lm
Attachment

810 Union Street, Suite 900 • Norfolk, VA 23510
(757) 664-4529 • Fax: (757) 664-4201

Form CCO-003

Form and Correctness Approved:

By _____
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By _____
DEPT.

ORDINANCE No.

AN ORDINANCE APPROVING A POLICY ALLOWING FOR AND GOVERNING PARTICIPATION OF MEMBERS OF THE NORFOLK CITY COUNCIL IN A MEETING BY ELECTRONIC COMMUNICATION MEANS FROM A REMOTE LOCATION.

- - -

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

Section 1:- That the attached policy allowing for and governing participation of members of the Norfolk City Council in a meeting by electronic communication means from a remote location that is not open to the public, as provided by Section 2.2-3708.1 of the Code of Virginia, as amended, is hereby approved.

Section 2:- That upon adoption the attached policy shall be strictly and uniformly applied, without exception to the entire membership, and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

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

C: Treasurer, City of Norfolk

City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 24, 2016

From: Bernard A. Pishko, City Attorney

Subject: An ordinance approving the July 1, 2016 through June 30, 2017 budget for the Norfolk Law Library

Reviewed: _____
Morgan A. Whayland
Assistant to the City Manager

Ward/Superward: Citywide

Approved: _____
Marcus D. Jones, City Manager

Item Number: **R-15**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**
This agenda item is an ordinance to approve the budget for Norfolk Law Library and authorize the City Treasurer to make disbursements of up to $260,000.00. This ordinance does not incorporate a new lease arrangement for the Law Library's occupation in the Phase 2 area of the Courthouse.

IV. **Analysis**
The ordinance is drafted in accordance with the October 1, 1987 Agreement among the City of Norfolk, the Norfolk Law Library and the Norfolk and Portsmouth Bar Association.

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

1//16 - bjt

Form and Correctness Approved:

By _____
Office of the City Attorney

Contents Approved:

By _____
DEPT: City Treasurer

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.

$ 260,000.00 — CITY TREASURER'S ACCT. (Account)

Director of Finance — 5/7/16 (Date)

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING THE JULY 1, 2016 THROUGH JUNE 30, 2017 BUDGET FOR THE NORFOLK LAW LIBRARY, AUTHORIZING THE CITY TREASURER TO MAKE DISBURSEMENTS AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF UP TO $260,000.00 BY THE NORFOLK LAW LIBRARY FROM VARIOUS SOURCES INCLUDING MONIES ASSESSED AND COLLECTED BY THE CITY AS PART OF COSTS IN CIVIL COURT ACTIONS IN ACCORDANCE WITH THE APPROVED BUDGET AND THE OCTOBER 1, 1987 AGREEMENT AMONG THE CITY, THE NORFOLK LAW LIBRARY AND THE NORFOLK AND PORTSMOUTH BAR ASSOCIATION.

- - -

WHEREAS, the Norfolk Law Library, a Virginia non-stock, not-for-profit corporation (the "Foundation"), is presently operating a law library (the "law library") for the benefit of the general public, the members of the Norfolk and Portsmouth Bar Association and the courts of the area and has succeeded to the ownership of the books and periodicals of the law library heretofore operated by the Norfolk and Portsmouth Bar Association; and

WHEREAS, by Agreement dated October 1, 1987 (the "Agreement"), the City of Norfolk contracted with the Foundation

and the Norfolk and Portsmouth Bar Association for the control, administration, operation, maintenance, management duties, and responsibilities over the law library and the law library located in the Courts Building of the City (the "courthouse library") by the Foundation; and

WHEREAS, pursuant to the Agreement, the Foundation is willing to continue to undertake control, administration, operation, maintenance, management duties and responsibilities over the libraries; and

WHEREAS, it is the continued desire of the Foundation, the Bar Association and the City to provide the citizens of this community, the public, the bench and the Bar with a law library and courthouse library of the highest possible quality and standards; and

WHEREAS, pursuant to Section 42.1-70 of the Code of Virginia, as amended, the City has imposed and continues to impose filing fees which are collected by the clerk of the circuit and district courts and remitted to the treasurer of the City for the purposes and use of the law library; now, therefore,

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

Section 1:- That the Norfolk Law Library budget (attached hereto) for the period from July 1, 2016 through June 30, 2017, is hereby approved.

Section 2:- That the City Treasurer is hereby

authorized to make disbursements of up to $260,000.00 to the Norfolk Law Library in accordance with the budget approved herein and the Agreement to the extent of monies assessed and collected by the City as part of costs in civil court actions and donations to the Law Library.

Section 3:- That up to $260,000.00 for the period from July 1, 2016 through June 30, 2017 is hereby appropriated and authorized for expenditure by the Norfolk Law Library in accordance with the budget and the Agreement and to the extent of monies assessed and collected by the City as part of costs in civil court actions and from donations.

Section 4:- That this ordinance shall be in effect from and after July 1, 2016.

BUDGET 2016-17 NORFOLK LAW LIBRARY

INCOME	
Civil filing fees (writ tax)	200,000.00
Norfolk & Portsmouth Bar Association contribution	43,000.00
Fee-based research services	1,000.00
Gifts	16,000.00
TOTAL INCOME	260,000.00

EXPENSES	
Continuations	48,663.00
Cataloging/Internet Catalog	4,000.00
COLLECTION (BOOKS & ELECTRONIC) SUBTOTAL	52,663.00
Professional development	500.00
Office supplies	200.00
Telecommunications	1,000.00
Insurance	1,800.00
Rent	78,482.00
Postage	100.00
Audit/accounting	3,000.00
Membership dues	900.00
Miscellaneous	1,500.00
OPERATING SUBTOTAL	87,482.00
Salaries	111,340.00
Payroll tax expenses	8,515.00
PERSONNEL SUBTOTAL	119,855.00
TOTAL EXPENDITURES	260,000.00

City of Norfolk
Virginia

Office of the City Clerk

May 24, 2016

R-16

To the Honorable Council
City of Norfolk, Virginia

Ladies and Gentlemen:

Transmitted herewith is an Abstract of Votes cast for each office in the City of Norfolk at the General Election on May 3, 2016, pursuant to Section 24.2-675 of the *Code of Virginia*.

Respectfully submitted,

R. Breckenridge Daughtrey
City Clerk

Recommended Action: Receive and File.

810 UNION STREET • SUITE 1006 • NORFOLK, VIRGINIA 23510 • (757) 664-4253 • FAX (757) 664-4290

ABSTRACT of VOTES

Cast in NORFOLK CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Mayor

NAMES OF CANDIDATES ON THE BALLOT	*TOTAL VOTES RECEIVED (IN FIGURES)*
Kenneth Cooper Alexander	16397
Andy A. Protogyrou	8022
Robert J. McCabe	7276
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	30
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do herby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Mayor.

Kenneth Cooper Alexander

Given under our hands this 6TH *day of* May, 2016

N. Michael Zigmfoss, Chairman

, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown, Secretary, Electoral Board

Electoral Board Seal

ABSTRACT of VOTES

Cast in NORFOLK CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Member City Council - Superward

District: SUPERWARD 6

NAMES OF CANDIDATES ON THE BALLOT	*TOTAL VOTES RECEIVED (IN FIGURES)*
Andria P. McClellan	8054
Barclay C. Winn	7090
Warren A. Stewart	2427
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	53
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do herby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member City Council - Superward.

Andria P. McClellan

Given under our hands this 6TH *day of* May, 2016

W. Michael Zigmfus, Chairman

, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown, Secretary, Electoral Board

Electoral Board Seal

ABSTRACT of VOTES

Cast in NORFOLK CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Member City Council - Superward

District: SUPERWARD 7

NAMES OF CANDIDATES ON THE BALLOT	*TOTAL VOTES RECEIVED (IN FIGURES)*
Angelia Williams Graves	7673
G.W. "Billy" Cook, Jr.	4217
Kendrick J. Turner	618
Harry David Candela	611
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	52
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do herby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member City Council - Superward.

Angelia Williams Graves

Given under our hands this 6TH *day of* May, 2016

H. Michael Zigmund, Chairman

, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown, Secretary, Electoral Board

Electoral Board Seal

ABSTRACT of VOTES

Cast in NORFOLK CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Member School Board - Superward

District: SUPERWARD 6

NAMES OF CANDIDATES ON THE BALLOT	*TOTAL VOTES RECEIVED (IN FIGURES)*
Noelle M. Gabriel	9345
Carter C. Smith	7831
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	64
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do herby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member School Board - Superward.

Noelle M. Gabriel

Given under our hands this 6TH *day of* May, 2016

N. Michael Zigmund, Chairman

, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown, Secretary, Electoral Board

Electoral Board Seal

ABSTRACT of VOTES

Cast in NORFOLK CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Member School Board - Superward

District: SUPERWARD 7

NAMES OF CANDIDATES ON THE BALLOT	*TOTAL VOTES RECEIVED (IN FIGURES)*
Rodney A. Jordan	10121
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	210
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do herby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member School Board - Superward.

Rodney A. Jordan

Given under our hands this 6TH *day of* May, 2016

W. Michael Zigmund, Chairman

, Vice Chairman

Wendell D. Brown, Secretary

Wendell D. Brown, Secretary, Electoral Board

Electoral Board Seal